



AGENDA CAC
Citizens Advisory Committee
Estero Recreation Center
9200 Corkscrew Palms Blvd
Estero, FL 33928

NOTE: THIS IS AN IN-PERSON MEETING

October 7, 2021
12:45 P.M.

1. **Call to Order**
2. **Roll Call**
3. **Approval of the Agenda**
4. **Approval of Meeting Minutes**
5. **Open to Public for Comments on Items Not on the Agenda**
6. **Agency Updates**
7. **Committee Action**
 - A. Endorse Amendment and Authorizing Resolution, FY 2022-2026 Transportation Improvement Program
8. **Reports and Presentations (May Require Committee Action)**
9. **Member Comments**
10. **Distribution Items**
11. **Next Meeting Date**

October 25, 2021 (Hybrid Virtual/In-person meeting)
12. **Adjournment**

PLEASE NOTE:

This meeting of the Citizens Advisory Committee (CAC) to the Collier Metropolitan Planning Organization (MPO) is open to the public and citizen input is encouraged. Any person wishing to speak on any scheduled item may do so upon recognition of the Chairperson. Any person desiring to have an item placed on the agenda shall make a request in writing with a description and summary of the item, to the MPO Director 14 days prior to the meeting date. Any person who decides to appeal a decision of this Committee will need a record of the proceedings pertaining thereto, and therefore may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting should contact the Collier Metropolitan Planning Organization 72 hours prior to the meeting by calling (239) 252-5814. The MPO's planning process is conducted in accordance with Title VI of the Civil Rights Act of 1964 and Related Statutes. Any person or beneficiary who believes that within the MPO's planning process they have been discriminated against because of race, color, religion, sex, age, national origin, disability, or familial status may file a complaint with the Collier MPO Executive Director and Title VI Specialist Ms. Anne McLaughlin (239) 252-5884 or by writing Ms. McLaughlin at 2885 South Horseshoe Dr., Naples, FL 34104.

EXECUTIVE SUMMARY
Committee Action
Item 7A

Endorse an Amendment to the FY 2022-2026 Transportation Improvement Program (TIP) and Authorizing Resolution

OBJECTIVE: Committee endorsement of Amendment #2 to the FY 2022-2026 Collier MPO Transportation Improvement Program (TIP), and authorizing resolution.

CONSIDERATIONS: The Florida Department of Transportation (FDOT) has requested the following amendment to the FY 2022 – 2026 Collier MPO TIP:

FPN 425843-2: \$81,961,590: Project Description: I-75 (SR 93) at SR 951, Ultimate Interchange Improvements. Advance Project and funding in the FY 2021/22 – 2025/26 Collier MPO TIP from FY 2025 to FY 2022.

The purpose of the amendment is to advance the project from FY 2025 to FY 2022 and revise its funding structure to utilize American Rescue Plan Act of 2021 (ARPA) Federal Stimulus funds. The TIP amendment signature form and project sheet showing revisions to the project's funding structure and schedule are shown in **Attachment 1**. A draft of the associated MPO Board resolution authorizing this amendment is shown in **Attachment 2**. The letter from FDOT requesting the amendment is shown in **Attachment 3**.

The MPO is adhering to the TIP Amendment public involvement process as required by the MPO's Public Participation Plan in that this amendment has been:

- Posted for review by the TAC and CAC;
- Public comment period announced on the MPO website; and
- distributed via e-mail to applicable list-serve(s).

The comment period began on September 30, 2021 and ends with the MPO Board meeting on October 8, 2021.

STAFF RECOMMENDATION: That the Committee endorse the amendment and authorizing resolution.

Attachments:

1. TIP amendment signature form and revised project sheet
2. MPO Resolution 2021-10
3. FDOT request for Amendment

Prepared By: Scott Philips, Principal Planner

**TIP Amendment for Approval by MPO Board on October 8, 2021 to the
FY 2021/22 through FY 2025/26 TIP**

FPN	Action	Project Name	Requested by	Fund	Phase	FY	Amount
425843-2	Advance Funding from FY 2025 to FY 2022; Revise funding source	I-75 (SR 93) at SR 951 Ultimate Interchange Improvement	FDOT	ARPA	DSB	2022	\$81,695,046
425843-2	Advance Funding from FY 2025 to FY 2022	I-75 (SR 93) at SR 951 Ultimate Interchange Improvement	FDOT	DIH	DSB	2022	\$ 100,000
425843-2	Advance Funding from FY 2025 to FY 2022	I-75 (SR 93) at SR 951 Ultimate Interchange Improvement	FDOT	DSB2	DSB	2022	\$ 45,150
425843-2	Advance Funding from FY 2025 to FY 2022	I-75 (SR 93) at SR 951 Ultimate Interchange Improvement	FDOT	LF	DSB	2022	\$ 121,394

Responsible Agency	TIP Page	LRTP Reference
FDOT	Section A: Highway Capacity Projects Pg. 5	Chapter 6 - Cost Feasible Plan, Table 6-1, pg. 6-2

COLLIER METROPOLITAN PLANNING ORGANIZATION

Attest: _____
Anne McLaughlin
Collier MPO Executive Director

Date: _____

By: _____ Date: _____
MPO Chair
Printed Name: Elaine Middelstaedt, Esq.

Approved as to form and legality

Scott R. Teach, Deputy County Attorney

4258432**I-75 (SR 93) AT SR 951****SIS****Project Description:** Ultimate Interchange Improvement

Prior Years Cost: 35,011,255

Future Years Cost:

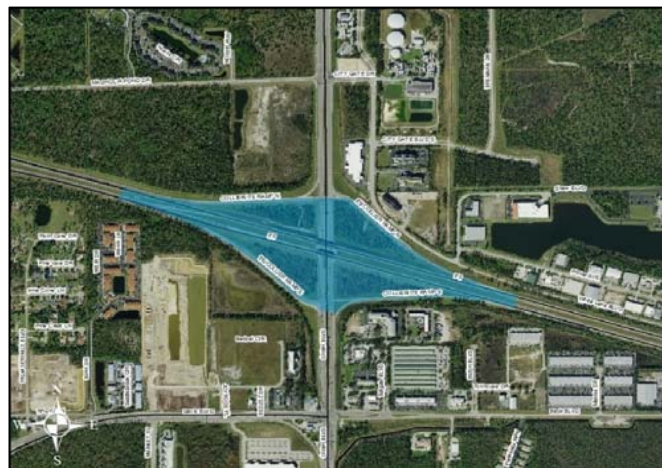
Total Project Cost: 116,972,845

Work Summary: INTERCHANGE IMPROVEMENT

2045 LRTP: P6-2, Table 6-1

Lead Agency: FDOT**Length:** 0.651

Phase	Fund	2021/22	2022/23	2023/24	2024/25	2025/26	Total
DSB	ARPA	81,695,046	0	0	0	0	81,695,046
DSB	DIH	100,000	0	0	0	0	100,000
DSB	DSB2	45,150	0	0	0	0	45,150
DSB	LF	121,394	0	0	0	0	121,394
Total		81,961,590	0	0	0	0	81,961,590



MPO RESOLUTION #2021-10
A RESOLUTION OF THE COLLIER METROPOLITAN
PLANNING ORGANIZATION APPROVING AN
AMENDMENT TO THE FY 2021/22 - 2025/26
TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

WHEREAS, State and federal statutes, rules, and regulations require that each designated Metropolitan Planning Organization develop and adopt a Transportation Improvement Program (“TIP”) and set forth the procedures for doing so; and

WHEREAS, the Collier Metropolitan Planning Organization’s (the “MPO”) TIP may require amending as authorized and required by 23 C.F.R. Part 450 Sections 326, 328, 330, 332 and 334, and by F.S. § 339.175(6), (8) and (13); and

WHEREAS, the Florida Department of Transportation (FDOT) requested the Collier MPO to amend the MPO’s FY 2021/22 - 2025/26 TIP to advance a total of \$81,961,590 for TIP Project 425843-2, I-75 (SR 93) at SR 951, Ultimate Interchange Improvements from FY 2025 to FY 2022, and as detailed in Attachment 1.

WHEREAS, in order to be eligible to receive federal funds, the TIP must be amended to include those projects; and

WHEREAS, the MPO announced the TIP Amendment on its website, distributed it via e-mail to various list-serves, and followed all of the steps of its Public Participation Plan through the expiration of the public comment period, which terminated with the MPO Board meeting on October 8, 2021; and

WHEREAS, the MPO has reviewed the proposed TIP Amendment and determined it is consistent with the MPO’s adopted plans and policies; and

WHEREAS, in accordance with all required State and federal procedures, rules, and regulations, including but not limited to the Florida Department of Transportation's MPO Administrative Manual, the TIP Amendment must be accompanied by an endorsement indicating official MPO approval.

THEREFORE, BE IT RESOLVED by the Collier Metropolitan Planning Organization that:

1. The FY 2021/22-2025/26 TIP Amendment set forth in Attachment 1 is hereby adopted.
2. The Collier MPO's Chairman is hereby authorized to execute this Resolution certifying the MPO Board's approval of the Amendment to the FY 2021/22 - 2025/26 TIP for transmittal to FDOT and the Federal Highway Administration.

This Resolution PASSED and duly adopted by the Collier Metropolitan Planning Organization Board after majority vote on this 8th day of October 2021.

Attest:

COLLIER METROPOLITAN PLANNING ORGANIZATION

By: _____
Anne McLaughlin
MPO Executive Director

By: _____
Elaine Middelstaedt, Esq.
MPO Chair

Approved as to form and legality:

Scott R. Teach, Deputy County Attorney



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

September 27, 2021

Ms. Anne McLaughlin, Executive Director
Collier Metropolitan Planning Organization
2885 S. Horseshoe Drive
Naples, FL 34104

RE: Request for Amendment to the Collier Metropolitan Planning Organization's Fiscal Years 2021/2022 through Fiscal Years 2025/2026 Transportation Improvement Program (TIP)

Dear Ms. McLaughlin:

The letter is a formal request for the Collier Metropolitan Planning Organization (MPO) to approve the following amendment to the FY2021/22 – FY2025/26 Transportation Improvement Plan (TIP) at the October 08, 2021 MPO Board Meeting.


This Ultimate Interchange Improvement project has been advanced from FY25 into FY22 with ARPA funds and these changes are required to be amended into the Collier MPO's TIP for FY2021/2022 through FY2025/2026.

FPN Number	Federal Project Description	Phase Group	Amount	Funding Type	Fiscal Year	Comments
425843-2	I-75 (SR 93) AT 951	DSB	\$81,695,046	ARPA	2022	D/B Project Advanced from FY25 to FY22. ARPA Funds
425843-2	I-75 (SR 93) AT 951	DSB	\$100,000	DIH	2022	D/B Project Advanced from FY25 to FY22.
425843-2	I-75 (SR 93) AT 951	DSB	\$45,150	DSB2	2022	D/B Project Advanced from FY25 to FY22.
425843-2	I-75 (SR 93) AT 951	DSB	\$121,394	LF	2022	D/B Project Advanced from FY25 to FY22.

Ms. Anne McLaughlin
September 27, 2021
Page 2

If you have any questions, please feel free to contact me at (239) 872-5904.

Sincerely,

DocuSigned by:

BBDEB55AB69A48A... 9/27/2021 | 9:40 AM EDT

Victoria G Peters
Planning Specialist III

VGP:vgp

cc: Carlos Gonzalez, Federal Highway Administration
Abra Horne, Florida Department of Transportation
Samantha Parks, Florida Department of Transportation
Denise Strickland, Florida Department of Transportation
Melissa Slater, Florida Department of Transportation
Wayne Gaither, Florida Department of Transportation



**JOINT COLLIER AND LEE MPO
CITIZEN ADVISORY COMMITTEE MEETING**

**AGENDA
Estero Recreation Center
9200 Corkscrew Palms Blvd
Estero, FL 33928**

**October 7, 2021
1:00 p.m.**

All meetings of the Joint Lee County and Collier County MPO CAC are open to the public and citizen input is encouraged. Any person wishing to speak on any scheduled item may do so upon recognition by the Chairperson. In accordance with the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting should contact **Ms. Calandra Barraco at the Lee County MPO** at (239) 330-2243; or **Ms. Anne McLaughlin at the Collier County MPO** at (239) 252-8192, 48 hours prior to the meeting; if you are hearing or speech impaired, call (800) 955-8770 Voice (800) 955-8771 TDD. Or, e-mail cbarraco@leempo.com or AnneMcLaughlin@colliercountyfl.gov

The MPO's planning process is conducted in accordance with Title VI of the Civil Rights Act of 1964 and Related Statutes. Any person or beneficiary who believes that within the MPO's planning process they have been discriminated against because of race, color, religion, sex, age, national origin, disability, or familial status may file a complaint with either the Lee County MPO Title VI Coordinator Calandra Barraco at (239) 330-2243 or by writing Ms. Barraco at P.O. Box 150045, Cape Coral, Florida 33915-0045 or the Collier MPO Title VI Specialist Ms. Anne McLaughlin at (239) 252-8192 or by writing Ms. McLaughlin at 2885 South Horseshoe Dr., Naples, Florida 34104.

Any person who decides to appeal a decision of this committee will need a record of the proceedings pertaining thereto, and therefore may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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|--|--|
| 1. Call to Order/Roll Call | C. Regional Roads Project Status |
| 2. Pledge of Allegiance | a. Old US 41 |
| 3. Election of a Chairperson | b. US 41/Bonita Beach Road |
| 4. Public Comments on Items on the Agenda | c. SR 82 |
| 5. Approval of Agenda | d. Others |
| 6. Action Items | D. RSW Airport Master Plan Update (LCPA) |
| A. Review and Comment on Updated Lee-Collier Interlocal Agreement 2021 | E. Regional Bikeway Updates |
| 7. Reports and Presentations (May Require Committee Action) | a. Estero Bonita Rails to Trails Feasibility Study |
| A. Presentation on Lee/Collier 2045 L RTPs – high growth areas, plans for connecting corridors and information on the 2020 census schedule | b. Paradise Coast Trail Feasibility Study |
| B. Update on I-75 Southwest Connect Study | F. Regional Transit Update |
| | 8. Florida Department of Transportation |
| | 9. Members' Comments |
| | 10. Information Items |
| | 11. Adjournment of Joint CAC Meeting |

REVIEW AND COMMENT ON THE UPDATED LEE-COLLIER INTERLOCAL AGREEMENT

RECOMMENDED ACTION: Review and comment on the revisions to the 2009 Interlocal Agreement to bring it up to date with current conditions.

The Interlocal Agreement, shown in **Attachment a.**, was last amended in March 2009. Much of the language in the agreement is no longer current. **Attachment b.** shows the draft amendment in track changes. **Attachment c.** shows the proposed amended agreement as clean copy.

An item for further discussion by committee members, not included in the draft amendment, entails a proposal by a Collier MPO Board member to appoint a nonvoting subcommittee of 1-2 representatives of each MPO Board to meet on a quarterly basis to have a more in-depth discussion on regional transportation items and report back to their respective Boards. This would be in addition to holding an annual meeting of both Boards. The invitation to participate in the quarterly meetings would be extended to the Charlotte-Punta Gorda MPO. This item is likely to come up during the Joint Board Meeting which is anticipated to occur in February or March of 2022.

**INTERLOCAL AGREEMENT FOR JOINT REGIONAL
TRANSPORTATION PLANNING AND COORDINATION BETWEEN
THE COLLIER AND LEE COUNTY MPOS**

AMENDED March 20, 2009

This INTERLOCAL AGREEMENT (hereinafter the Agreement) is made and entered into as of March 20, 2009 by and between the Collier Metropolitan Planning Organization (hereinafter the Collier MPO) and the Lee County Metropolitan Planning Organization (hereinafter the Lee County MPO).

Whereas, the Lee County and Collier Metropolitan Planning Organizations (MPOs) are the duly designated and constituted agencies responsible for carrying out the metropolitan transportation planning and programming processes for the Cape Coral and Bonita Springs-Naples Urbanized Areas; and

Whereas, the 2000 Census, while identifying distinct and separate Bonita Springs-Naples and Cape Coral Urbanized Areas, also determined that the Naples Urbanized Area had expanded into the metropolitan planning area of the Lee County MPO to become the Bonita Springs-Naples Urbanized Area; and

Whereas, the elected and appointed officials comprising the policy boards of the Collier MPO and the Lee County MPO recognize the benefits of regional cooperation; and

Whereas, on October 17, 2002, at a joint meeting, the members of the Collier MPO and Lee County MPO voted unanimously for staff not to pursue consolidation of the MPOs or alter their common metropolitan planning area boundary; and

Whereas, on October 17, 2002, at a joint meeting, the members of the Collier MPO and Lee County MPO voted unanimously for staff to coordinate transportation planning and policy activities in this bi-county region to promote regional transportation solutions and enhance overall regional transportation system efficiency using a straightforward, resourceful method; and

Whereas, by Joint Resolution 2003-1 adopted on February 14, 2003 by the Collier MPO and on March 21, 2003 by the Lee County MPO the parties agreed that the MPOs would continue coordination efforts by having a member of each MPO's staff serve as a voting member of the other's technical advisory committee and by holding joint MPO policy board meetings at least annually, and when necessary to resolve otherwise irresolvable differences; and

Whereas, staff and policy board members from both the Collier and Lee County MPOs also already coordinate regional transportation issues through participation in the Metropolitan Planning Organization Advisory Council (MPOAC), the District One Coordinated Urban Transportation Studies (CUTS) Committee, and the Southwest Florida Regional Planning Council (SWFRPC); and

Whereas, the Collier and Lee County MPOs are currently cooperating with each other in the development of a single bi-county travel demand model for use in the 2035 updates of both their long range transportation plans; and

Whereas, the Collier MPO and Lee County MPO both received letters from the District One Secretary in October 2003 asking them to enter into a more formal interlocal agreement to develop a joint long range transportation plan, joint regional priorities, a joint regional public involvement process, and a joint regional model, and specifying time frames for their completion; and

Whereas, at their October 17, 2003 joint meeting, the Collier and Lee County MPOs directed their staffs to develop such an agreement; and

Whereas, the Collier and Lee County MPOs executed such an agreement on January 27, 2004 and amended it in January 2006; and

Whereas, certain provisions of the amended agreement now need updating;

NOW, THEREFORE, in consideration of the covenants made by each party to the other and of the mutual benefits to be realized by the parties hereto, the Collier MPO and Lee County MPO hereby agree as follows:

Section 1. Authority. This Interlocal Agreement is entered into pursuant to the general authority of Sections 339.175, Florida Statutes, relating to metropolitan planning organization, and 163.01, Florida Statutes, relating to interlocal agreements.

Section 2. Purpose. The purpose of this Agreement is to promote and establish a forum for communication and coordination between the Collier and Lee County MPOs and to foster joint regional cooperation and conduct regarding transportation planning in accordance with Section 339.175, Florida Statutes, 23 C.F.R. 450.312, and the goals and requirements of the Transportation Equity Act for the 21st Century and its successor legislation. More specifically, this Agreement establishes the commitment by the parties to develop joint regional transportation planning products and processes for the bi-county region of Collier and Lee Counties and provides targeted timeframes for the accomplishment of these products and processes. This Agreement incorporates the provisions of and supersedes Joint Resolution 2003-1 of the Collier and Lee County MPOs.

Section 3. Staff-level Coordination. Each party will continue to maintain a representative of the other party's staff agency as a voting member of its Technical Advisory Committee.

Section 4. Joint Meetings and Quorum Requirements. Joint meetings of the governing boards, and advisory committees of the Collier and Lee County MPOs will be held at least annually. Quorum requirements for each MPO's Technical Advisory Committee at the joint

meetings will be ½ its membership after leaving out the FDOT, SWFRPC and MPO staff representatives from the quorum calculations. However, during voting on any items, while the FDOT and SWFRPC representatives will each have a single vote, MPO representatives will abstain from voting as they provide the administrative support at these meetings. Quorum requirements for each MPO's Citizens Advisory Committee at the joint meetings will be seven (7) for the Lee CAC and four (4) for the Collier CAC.

Section 5. Planning Products and Timeframes. The parties hereby agree to coordinate and collaborate in good faith and with due diligence to develop the following joint regional planning products by the target dates set out by each product described below:

(a) Joint Regional Transportation Model

The parties are working together to develop a coordinated update to the bi-county model to 2035 using the same consultant. The 2035 Long Range Transportation Plans are targeted to be completed by December 2010.. The standing joint Model Coordination Committee, comprising representatives of the Collier MPO, Lee County MPO, Collier County Department of Transportation, Lee County Department of Transportation, a City representative from each MPO, Southwest Florida Regional Planning Council, and FDOT, will oversee and coordinate the development, validation, use, maintenance, and future improvement of this model. The parties agree to continue to support and coordinate all travel demand modeling activities through this committee, which will continue to meet at least twice a year to maintain and update the joint model.

(b) Joint Regional Long Range Transportation Plan (LRTP)

The parties will continue to maintain and update as necessary the Joint Regional Multi-Modal Transportation System. The system will continue to remain a component of each MPO's LRTP and will continue to identify a two-tiered network of regionally significant transportation corridors, facilities, and services. The first order network comprises those corridors, facilities, and services that are of importance and concern to both parties. The second order network comprises the remaining corridors, facilities, and services deemed regionally significant. This system may subsequently be reconsidered and revised as necessary, at the request of either MPO.

During the development of each MPO's 2035 LRTP update, the parties agree to identify where improvements to the first order network may be needed, to propose and test appropriate alternative system improvements, and update the current joint regional long range transportation plan addressing those needs. The parties further agree to incorporate this regional plan in the updates of their own LRTPs, and to agree on any

refinements or modifications to the regional plan that either MPO may wish to include in its LRTP prior to or concurrent with the adoption of their LRTPs. The joint regional long range transportation plan shall be published in and adopted as part of each MPO's LRTP. The target date for adoption of the initial LRTPs thus coordinated is December 2010.

The parties agree that subsequent amendments to their LRTPs affecting the joint regional long range transportation plan must be approved by both MPOs' governing boards.

(c) Joint Regional Project Priorities

On the basis of the Joint Regional Multi-Modal Transportation System addressed in paragraph 5(b) above, the MPOs agree to continue adopting priorities for funding unprogrammed improvements on the identified first order network that will be competing for statewide discretionary funding within the next six fiscal years, and include said projects in the respective MPO's project priorities adopted in the summer. The MPOs also agree to continue adopting priorities jointly for improvements to transportation facilities and services on the identified first and second order networks that are competing for funding through the state's Transportation Regional Incentive Program (TRIP). Both sets of Joint Regional Project Priorities must be adopted by each MPO's governing board. Either MPO governing board may require that the Joint Regional Project Priorities be reconsidered at any time. This collaboration and the products developed will recur each subsequent year during the duration of this Agreement and will be a continuing obligation and commitment.

(d) Joint Regional Public Involvement Process Component

The parties will collaborate to maintain the Joint Regional Public Involvement Component which shall continue to be included in each MPO's existing Public Involvement Plan. This Joint Regional Component prescribes public notice and outreach actions and measures to assure public access and involvement for all joint regional activities including development of the Joint Regional Long Range Transportation Plan component and annual regional priority list within the bi-county area. Any amendments to this Joint Regional Public Involvement Process Component must be approved by both MPO's governing boards'.

(e) Joint Regional Web Page

The parties will collaborate to maintain the Collier and Lee County MPO Joint Regional Web Page. The Web Page is hosted in the Lee County MPO Web Site, and maintained and updated as necessary by Lee County MPO staff. A link to this web page will continue to be provided in the Collier MPO Web Site.

Section 6. Staff Services and Costs. The directors and staffs of each MPO will be responsible for development and maintenance of the joint regional products identified in this Agreement, subject to review and final approval by each MPO governing board. In this regard, each MPO will cooperate to assign and share equitably the needed staff resources to accomplish these regional efforts as specified in their respective Unified Planning Work Programs (UPWP). The cost of staff or consultant services provided by one party for the mutual benefit of both parties shall be split between the parties in proportion to their annual allocations of FHWA planning funds as shown in their latest adopted Unified Planning Work Programs. Similarly, direct costs for the joint regional efforts and products identified in this Agreement will be split between the parties in proportion to their annual allocations of FHWA planning funds.

Either party may also provide staff services to, or provide for the use of its consultants by, the other party, in which event the benefiting party shall reimburse the party providing the services for its full cost of the services rendered, including any associated direct expenses and any applicable share of personnel benefits and allocated indirect costs. The parties agree to invoice each other at the end of each monthly or quarterly accounting period for all expenses thus incurred on the other's behalf during that period. The parties further agree, as may be necessary in order to carry out the terms and commitments of this Agreement, to cooperate in seeking federal, state and local funding for the joint regional products to be developed.

Section 7. Conflict Resolution. The parties to this Agreement concur that if an issue is otherwise irresolvable, their staffs will organize a joint meeting of the MPO governing boards to resolve said matter. If the parties are unable to resolve the issue at the joint meeting, they agree to submit the issue to the Southwest Florida Regional Planning Council for non-binding arbitration. Notwithstanding any such resolution process, the parties to this agreement do not waive their respective rights to seek declaratory judgment as provided in Chapter 86, Florida Statutes.

Section 8. Duration of Agreement. This Agreement shall have an initial term of five (5) years, commencing on the date first above written, and shall automatically renew at the end of five (5) years for an additional five (5)-year term and every five years thereafter unless terminated or rescinded as set out in Section 10, herein. Prior to the end of each five (5)-year term, the parties shall reexamine the terms hereof for possible amendment. However, the failure to amend or reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

Section 9. Modification. This Agreement may be modified at any time, but only by a new or addendum interlocal agreement duly signed by both parties.

Section 10. Termination-Rescission. This Agreement shall continue in force unless terminated with or without cause by either party by providing thirty (30) days written notice to the other party.

Section 11. Liability. The parties agree that nothing created or contained in this Agreement shall be construed, interpreted or inferred to establish any joint liability amongst or between one or more of the parties by the actions or omissions of its individual employees or

agents acting pursuant to the terms of this Agreement. In this regard, each party agrees that it shall be solely responsible and bear its own cost of defending any claim or litigation arising out of the acts or omissions of its employees or agents for actions or omissions in carrying out the terms and provisions of this Agreement. Finally, pursuant to Section 768.28, Florida Statutes each party agrees to indemnify, hold harmless and defend the other party against any claims or causes of action based upon the individual acts or omissions of its employees or agents.

Section 12. Notice. Any notice provided for herein, including the written notice referenced in Section 10 above, shall be provided by Certified Mail, Return Receipt Requested, to the other party's representatives listed below at the following addresses:

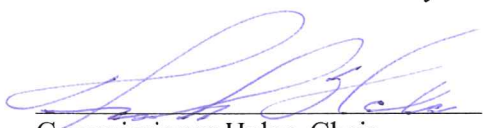
Director
Collier MPO
2885 South Horseshoe Drive
Naples, Florida 34104

Director
Lee County MPO
1926 Victoria Avenue
Fort Myers, Florida 33901-3414

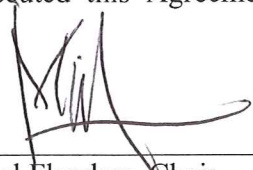
Notice shall be deemed received on the first business day following actual receipt of the notice. The parties will promptly notify the other in writing of any change to their respective addresses.

As required by Section 163.01(11), Florida Statutes, this Interlocal Agreement and all future amendments hereto shall be filed with the Clerks of the Circuit Courts of Collier and Lee Counties, Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement by their duly authorized officials as of the day and year written below.



Commissioner Halas, Chair
Collier MPO
March 20, 2009



Michael Flanders, Chair
Lee County MPO
March 20, 2009

Approved as to form and legal sufficiency:



Scott R. Teach, Asst Collier County Attorney



Jed Schneck, Lee County MPO Attorney

AMENDMENT TO
INTERLOCAL AGREEMENT FOR JOINT REGIONAL
TRANSPORTATION PLANNING AND COORDINATION BETWEEN
THE COLLIER AND LEE COUNTY MPOS

Date

This INTERLOCAL AGREEMENT (hereinafter the Agreement) is made and entered into as of as of the date last signed below by and between the Collier Metropolitan Planning Organization (hereinafter the Collier MPO) and the Lee County Metropolitan Planning Organization (hereinafter the Lee County MPO).

Whereas, the Lee County and Collier Metropolitan Planning Organizations (MPOs) are the duly designated and constituted agencies responsible for carrying out the metropolitan transportation planning and programming processes for the Cape Coral and Bonita Springs-Naples Urbanized Areas; and

Whereas, the 2000 Census, while identifying distinct and separate Bonita Springs-Naples and Cape Coral Urbanized Areas, also determined that the Naples Urbanized Area had expanded into the metropolitan planning area of the Lee County MPO to become the Bonita Springs-Naples Urbanized Area; and

Whereas, the elected and appointed officials comprising the policy boards of the Collier MPO and the Lee County MPO recognize the benefits of regional cooperation; and

Whereas, on October 17, 2002, at a joint meeting, the members of the Collier MPO and Lee County MPO voted unanimously for staff not to pursue consolidation of the MPOs or alter their common metropolitan planning area boundary; and

Whereas, on October 17, 2002, at a joint meeting, the members of the Collier MPO and Lee County MPO voted unanimously for staff to coordinate transportation planning and policy activities in this bi-county region to promote regional transportation solutions and enhance overall regional transportation system efficiency using a straightforward, resourceful method; and

Whereas, the parties agree, that the MPOs should continue coordination efforts by having a member of each MPO's staff serve as a voting member of the other's technical advisory committee and by holding joint MPO policy board meetings on an as-needed basis and when necessary to resolve otherwise irresolvable differences; and

Whereas, staff and policy board members from both the Collier and Lee County MPOs also already coordinate regional transportation issues through participation in the Metropolitan Planning Organization Advisory Council (MPOAC), the District One Coordinated Urban Transportation Studies (CUTS) Committee, and the Southwest Florida Regional Planning Council (SWFRPC); and

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Whereas, the Collier and Lee County MPOs executed an agreement on January 27, 2004 and amended it in January 2006 to develop a joint regional long range transportation plan and joint long range regional transportation priorities; and

Whereas, the Collier and Lee County MPOs executed an amended agreement on March 20, 2009 to update the joint coordination activities to match the current requirements and processes at the time; and

Whereas, certain provisions of the amended Agreement now need updating;

NOW, THEREFORE, in consideration of the covenants made by each party to the other and of the mutual benefits to be realized by the parties hereto, the Collier MPO and Lee County MPO hereby agree as follows:

Section 1. Authority. This Interlocal Agreement is entered into pursuant to the general authority of Sections 339.175, Florida Statutes, relating to metropolitan planning organizations, and 163.01, Florida Statutes, relating to interlocal agreements.

Section 2. Purpose. The purpose of this Agreement is to promote and establish a forum for communication and coordination between the Collier and Lee County MPOs and to foster joint regional cooperation and conduct regarding transportation planning in accordance with Section 339.175, Florida Statutes, 23 C.F.R. 450.312, and the goals and requirements of current applicable Federal transportation appropriations legislation. More specifically, this Agreement establishes the commitment by the parties to develop joint regional transportation planning products and processes for the bi-county region of Collier and Lee Counties and provides targeted timeframes for the accomplishment of these products and processes.

Section 3. Staff-level Coordination. Each party will continue to maintain a representative of the other party's staff agency as a voting member of its Technical Advisory Committee.

Section 4. Joint Meetings and Quorum Requirements. Joint meetings of the governing boards, and advisory committees of the Collier and Lee County MPOs will be held on an as needed basis. Quorum requirements for each MPO's Technical Advisory Committee at the joint meetings will be consistent with their respective bylaws, after leaving out the SWFRPC and MPO staff representatives from the quorum calculations. However, during voting on any items, while the SWFRPC representatives will each have a single vote, MPO representatives will abstain from voting as they provide the administrative support at these meetings. Quorum requirements for each MPO's Citizens Advisory Committee and Bicycle-Pedestrian Advisory Committee at the joint meetings will be as established for each committee under their respective MPO bylaws.

Deleted: Whereas, the Collier and Lee County MPOs are currently cooperating with each other in the development of a single bi-county travel demand model for use in the 2035 updates of both their long range transportation plans; and¶

Whereas, the Collier MPO and Lee County MPO both received letters from the District One Secretary in October 2003 asking them to enter into a more formal interlocal agreement to develop a joint long range transportation plan, joint regional priorities, a joint regional public involvement process, and a joint regional model, and specifying time frames for their completion; and¶

Whereas, at their October 17, 2003 joint meeting, the Collier and Lee County MPOs directed their staffs to develop such an agreement; and¶

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Deleted: the Transportation Equity Act for the 21st Century and its successor legislation. More specifically, this Agreement establishes

Deleted: This Agreement incorporates the provisions of and supersedes Joint Resolution 2003-1 of the Collier and Lee County MPOs.¶

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Section 5. Planning Products and Timeframes. The parties hereby agree to coordinate and collaborate in good faith and with due diligence to develop the following joint regional planning products by the target dates set out by each product described below:

(a) Coordinating Long Range Transportation Plans (LRTP)

The parties will continue to maintain and update as necessary the Joint Regional Multi-Modal Transportation System. The system will continue to remain a component of each MPO's LRTP and will continue to identify a network of regionally significant transportation corridors, facilities, and services. The two MPOs continue to participate in the development and implementation of the FDOT Districtwide Florida Standard Urban Transportation Model Structure (FSUTMS) through the Coordinated Urban Transportation Studies (CUTS) meetings and coordination with FDOT.

Each MPO has adopted a 2045 LRTP. During the development of each MPO's 2050 LRTP update, the parties agree to identify where improvements may be needed, to propose and test appropriate alternative system improvements, and update the current joint regional multi-modal elements of the respective LRTPs addressing those needs. The parties further agree to incorporate the regional elements in the updates of their own LRTPs, and to agree on any refinements or modifications that either MPO may wish to include in its LRTP prior to or concurrent with the adoption of their LRTPs. The target date for adoption of the initial LRTPs thus coordinated is December 2025.

(b) Joint Regional Project Priorities

On the basis of the Joint Regional Multi-Modal Transportation System addressed in paragraph 5(a) above, the MPOs agree to continue adopting priorities for funding unprogrammed improvements on the network that will be competing for statewide discretionary funding within the next six fiscal years, and include said projects in the respective MPO's project priorities adopted in the summer. The MPOs also agree to continue adopting priorities jointly for improvements to transportation facilities and services on the identified regional network that are competing for funding through the state's Transportation Regional Incentive Program (TRIP). Both sets of Joint Regional Project Priorities must be adopted by each MPO's governing board. Either MPO governing board may require that the Joint Regional Project Priorities be reconsidered at any time. This collaboration and the products developed will recur each subsequent year during the duration of this Agreement and will be a continuing obligation and commitment.

Deleted: Joint Regional Transportation Model¶

The parties are working together to develop a coordinated update to the bi-county model to 2035 using the same consultant. The 2035 Long Range Transportation Plans are targeted to be completed by December 2010.. The standing joint Model Coordination Committee, comprising representatives of the Collier MPO, Lee County MPO, Collier County Department of Transportation, Lee County Department of Transportation, a City representative from each MPO, Southwest Florida Regional Planning Council, and FDOT, will oversee and coordinate the development, validation, use, maintenance, and future improvement of this model. The parties agree to continue to support and coordinate all travel demand modeling activities through this committee, which will continue to meet at least twice a year to maintain and update the joint model.¶

(b)

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Deleted: The first order network comprises those corridors, facilities, and services that are of importance and concern to both parties. The second order network comprises the remaining corridors, facilities, and services deemed regionally significant. This system may subsequently be reconsidered and revised as necessary, at the request of either MPO.¶

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Deleted: The parties agree that subsequent amendments to their LRTPs affecting the joint regional long range transportation plan must be approved by both MPOs' governing boards.¶

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Section 6. Staff Services and Costs. The directors and staffs of each MPO will be responsible for development and maintenance of the joint regional products identified in this Agreement, subject to review and final approval by each MPO governing board. In this regard, each MPO will cooperate to assign and share equitably the needed staff resources to accomplish these regional efforts as specified in their respective Unified Planning Work Programs (UPWP). The cost of staff or consultant services provided by one party for the mutual benefit of both parties shall be split between the parties in proportion to their annual allocations of FHWA planning funds as shown in their latest adopted Unified Planning Work Programs. Similarly, direct costs for the joint regional efforts and products identified in this Agreement will be split between the parties in proportion to their annual allocations of FHWA planning funds.

Either party may also provide staff services to, or provide for the use of its consultants by, the other party, in which event the benefiting party shall reimburse the party providing the services for its full cost of the services rendered, including any associated direct expenses and any applicable share of personnel benefits and allocated indirect costs. The parties agree to invoice each other at the end of each monthly or quarterly accounting period for all expenses thus incurred on the other's behalf during that period. The parties further agree, as may be necessary in order to carry out the terms and commitments of this Agreement, to cooperate in seeking federal, state and local funding for the joint regional products to be developed.

Section 7. Conflict Resolution. The parties to this Agreement concur that if an issue is otherwise irresolvable, their staffs will organize a joint meeting of the MPO governing boards to resolve said matter. If the parties are unable to resolve the issue at the joint meeting, they agree to submit the issue to the Southwest Florida Regional Planning Council for non-binding arbitration. Notwithstanding any such resolution process, the parties to this agreement do not waive their respective rights to seek declaratory judgment as provided in Chapter 86, Florida Statutes.

Section 8. Duration of Agreement. This Agreement shall have an initial term of five (5) years, commencing on the date first above written, and shall automatically renew at the end of five (5) years for an additional five (5)-year term and every five years thereafter unless terminated or rescinded as set out in Section 10, herein. Prior to the end of each five (5)-year term, the parties shall reexamine the terms hereof for possible amendment. However, the failure to amend or reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

Section 9. Modification. This Agreement may be modified at any time, but only by a new or addendum interlocal agreement duly signed by both parties.

Section 10. Termination-Rescission. This Agreement shall continue in force unless terminated with or without cause by either party by providing thirty (30) days written notice to the other party.

Section 11. Liability. The parties agree that nothing created or contained in this Agreement shall be construed, interpreted or inferred to establish any joint liability amongst or between one or more of the parties by the actions or omissions of its individual employees or

agents acting pursuant to the terms of this Agreement. In this regard, each party agrees that it shall be solely responsible and bear its own cost of defending any claim or litigation arising out of the acts or omissions of its employees or agents for actions or omissions in carrying out the terms and provisions of this Agreement. Finally, pursuant to Section 768.28, Florida Statutes each party agrees to indemnify, hold harmless and defend the other party against any claims or causes of action based upon the individual acts or omissions of its employees or agents.

Section 12. Notice. Any notice provided for herein, including the written notice referenced in Section 10 above, shall be provided by Certified Mail, Return Receipt Requested, to the other party's representatives listed below at the following addresses:

Director
Collier MPO
2885 South Horseshoe Drive
Naples, Florida 34104

Director
Lee County MPO
P.O. Box 150045
Cape Coral, Florida 33915-0045

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Deleted: Fort Myers

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Notice shall be deemed received on the first business day following actual receipt of the notice. The parties will promptly notify the other in writing of any change to their respective addresses.

As required by Section 163.01(11), Florida Statutes, this Interlocal Agreement and all future amendments hereto shall be filed with the Clerks of the Circuit Courts of Collier and Lee Counties, Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement by their duly authorized officials as of the day and year written below.

Councilwoman Elaine Middelstaedt, Esq.
Collier MPO, Chair

Katy Errington
Lee County MPO, Chairman

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Deleted: Commissioner HalasPenny Taylor, Chair

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Deleted: Michael Councilman Rick Williams

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Date

Date

Approved as to form and legality:

Scott R. Teach, Deputy Collier County Attorney

Derek Rooney, Lee County MPO Attorney

**AMENDMENT TO
INTERLOCAL AGREEMENT FOR JOINT REGIONAL
TRANSPORTATION PLANNING AND COORDINATION BETWEEN
THE COLLIER AND LEE COUNTY MPOS**

Date

This INTERLOCAL AGREEMENT (hereinafter the Agreement) is made and entered into as of as of the date last signed below by and between the Collier Metropolitan Planning Organization (hereinafter the Collier MPO) and the Lee County Metropolitan Planning Organization (hereinafter the Lee County MPO).

Whereas, the Lee County and Collier Metropolitan Planning Organizations (MPOs) are the duly designated and constituted agencies responsible for carrying out the metropolitan transportation planning and programming processes for the Cape Coral and Bonita Springs-Naples Urbanized Areas; and

Whereas, the 2000 Census, while identifying distinct and separate Bonita Springs-Naples and Cape Coral Urbanized Areas, also determined that the Naples Urbanized Area had expanded into the metropolitan planning area of the Lee County MPO to become the Bonita Springs-Naples Urbanized Area; and

Whereas, the elected and appointed officials comprising the policy boards of the Collier MPO and the Lee County MPO recognize the benefits of regional cooperation; and

Whereas, on October 17, 2002, at a joint meeting, the members of the Collier MPO and Lee County MPO voted unanimously for staff not to pursue consolidation of the MPOs or alter their common metropolitan planning area boundary; and

Whereas, on October 17, 2002, at a joint meeting, the members of the Collier MPO and Lee County MPO voted unanimously for staff to coordinate transportation planning and policy activities in this bi-county region to promote regional transportation solutions and enhance overall regional transportation system efficiency using a straightforward, resourceful method; and

Whereas, the parties agree that the MPOs should continue coordination efforts by having a member of each MPO's staff serve as a voting member of the other's technical advisory committee and by holding joint MPO policy board meetings on an as-needed basis and when necessary to resolve otherwise irresolvable differences; and

Whereas, staff and policy board members from both the Collier and Lee County MPOs also already coordinate regional transportation issues through participation in the Metropolitan Planning Organization Advisory Council (MPOAC), the District One Coordinated Urban Transportation Studies (CUTS) Committee, and the Southwest Florida Regional Planning Council (SWFRPC); and

Whereas, the Collier and Lee County MPOs executed an agreement on January 27, 2004 and amended it in January 2006 to develop a joint regional long range transportation plan and joint long range regional transportation priorities; and

Whereas, the Collier and Lee County MPOs executed an amended agreement on March 20, 2009 to update the joint coordination activities to match the current requirements and processes at the time; and

Whereas, certain provisions of the amended Agreement now need updating;

NOW, THEREFORE, in consideration of the covenants made by each party to the other and of the mutual benefits to be realized by the parties hereto, the Collier MPO and Lee County MPO hereby agree as follows:

Section 1. Authority. This Interlocal Agreement is entered into pursuant to the general authority of Sections 339.175, Florida Statutes, relating to metropolitan planning organizations, and 163.01, Florida Statutes, relating to interlocal agreements.

Section 2. Purpose. The purpose of this Agreement is to promote and establish a forum for communication and coordination between the Collier and Lee County MPOs and to foster joint regional cooperation and conduct regarding transportation planning in accordance with Section 339.175, Florida Statutes, 23 C.F.R. 450.312, and the goals and requirements of current applicable Federal transportation appropriations legislation. More specifically, this Agreement establishes the commitment by the parties to develop joint regional transportation planning products and processes for the bi-county region of Collier and Lee Counties and provides targeted timeframes for the accomplishment of these products and processes.

Section 3. Staff-level Coordination. Each party will continue to maintain a representative of the other party's staff agency as a voting member of its Technical Advisory Committee.

Section 4. Joint Meetings and Quorum Requirements. Joint meetings of the governing boards, and advisory committees of the Collier and Lee County MPOs will be held on an as needed basis. Quorum requirements for each MPO's Technical Advisory Committee at the joint meetings will be consistent with their respective bylaws, after leaving out the SWFRPC and MPO staff representatives from the quorum calculations. However, during voting on any items, while the SWFRPC representatives will each have a single vote, MPO representatives will abstain from voting as they provide the administrative support at these meetings. Quorum requirements for each MPO's Citizens Advisory Committee and Bicycle-Pedestrian Advisory Committee at the joint meetings will be as established for each committee under their respective MPO bylaws.

Section 5. Planning Products and Timeframes. The parties hereby agree to coordinate and collaborate in good faith and with due diligence to develop the following joint regional planning products by the target dates set out by each product described below:

(a) Coordinating Long Range Transportation Plans (LRTP)

The parties will continue to maintain and update as necessary the Joint Regional Multi-Modal Transportation System. The system will continue to remain a component of each MPO's LRTP and will continue to identify a network of regionally significant transportation corridors, facilities, and services. The two MPOs continue to participate in the development and implementation of the FDOT Districtwide Florida Standard Urban Transportation Model Structure (FSUTMS) through the Coordinated Urban Transportation Studies (CUTS) meetings and coordination with FDOT.

Each MPO has adopted a 2045 LRTP. During the development of each MPO's 2050 LRTP update, the parties agree to identify where improvements may be needed, to propose and test appropriate alternative system improvements, and update the current joint regional multi-modal elements of the respective LRTPs addressing those needs. The parties further agree to incorporate the regional elements in the updates of their own LRTPs, and to agree on any refinements or modifications that either MPO may wish to include in its LRTP prior to or concurrent with the adoption of their LRTPs. The target date for adoption of the initial LRTPs thus coordinated is December 2025.

(b) Joint Regional Project Priorities

On the basis of the Joint Regional Multi-Modal Transportation System addressed in paragraph 5(a) above, the MPOs agree to continue adopting priorities for funding unprogrammed improvements on the network that will be competing for statewide discretionary funding within the next six fiscal years, and include said projects in the respective MPO's project priorities adopted in the summer. The MPOs also agree to continue adopting priorities jointly for improvements to transportation facilities and services on the identified regional network that are competing for funding through the state's Transportation Regional Incentive Program (TRIP). Both sets of Joint Regional Project Priorities must be adopted by each MPO's governing board. Either MPO governing board may require that the Joint Regional Project Priorities be reconsidered at any time. This collaboration and the products developed will recur each subsequent year during the duration of this Agreement and will be a continuing obligation and commitment.

Section 6. Staff Services and Costs. The directors and staffs of each MPO will be responsible for development and maintenance of the joint regional products identified in this Agreement, subject to review and final approval by each MPO governing board. In this regard, each MPO will cooperate to assign and share equitably the needed staff resources to accomplish these regional efforts as specified in their respective Unified Planning Work Programs (UPWP). The cost of staff or consultant services provided by one party for the mutual benefit of both parties shall be split between the parties in proportion to their annual allocations of FHWA planning funds as shown in their latest adopted Unified Planning Work Programs. Similarly, direct costs for the joint regional efforts and products identified in this Agreement will be split between the parties in proportion to their annual allocations of FHWA planning funds.

Either party may also provide staff services to, or provide for the use of its consultants by, the other party, in which event the benefiting party shall reimburse the party providing the services for its full cost of the services rendered, including any associated direct expenses and any applicable share of personnel benefits and allocated indirect costs. The parties agree to invoice each other at the end of each monthly or quarterly accounting period for all expenses thus incurred on the other's behalf during that period. The parties further agree, as may be necessary in order to carry out the terms and commitments of this Agreement, to cooperate in seeking federal, state and local funding for the joint regional products to be developed.

Section 7. Conflict Resolution. The parties to this Agreement concur that if an issue is otherwise irresolvable, their staffs will organize a joint meeting of the MPO governing boards to resolve said matter. If the parties are unable to resolve the issue at the joint meeting, they agree to submit the issue to the Southwest Florida Regional Planning Council for non-binding arbitration. Notwithstanding any such resolution process, the parties to this agreement do not waive their respective rights to seek declaratory judgment as provided in Chapter 86, Florida Statutes.

Section 8. Duration of Agreement. This Agreement shall have an initial term of five (5) years, commencing on the date first above written, and shall automatically renew at the end of five (5) years for an additional five (5)-year term and every five years thereafter unless terminated or rescinded as set out in Section 10, herein. Prior to the end of each five (5)-year term, the parties shall reexamine the terms hereof for possible amendment. However, the failure to amend or reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

Section 9. Modification. This Agreement may be modified at any time, but only by a new or addendum interlocal agreement duly signed by both parties.

Section 10. Termination-Rescission. This Agreement shall continue in force unless terminated with or without cause by either party by providing thirty (30) days written notice to the other party.

Section 11. Liability. The parties agree that nothing created or contained in this Agreement shall be construed, interpreted or inferred to establish any joint liability amongst or between one or more of the parties by the actions or omissions of its individual employees or

agents acting pursuant to the terms of this Agreement. In this regard, each party agrees that it shall be solely responsible and bear its own cost of defending any claim or litigation arising out of the acts or omissions of its employees or agents for actions or omissions in carrying out the terms and provisions of this Agreement. Finally, pursuant to Section 768.28, Florida Statutes each party agrees to indemnify, hold harmless and defend the other party against any claims or causes of action based upon the individual acts or omissions of its employees or agents.

Section 12. Notice. Any notice provided for herein, including the written notice referenced in Section 10 above, shall be provided by Certified Mail, Return Receipt Requested, to the other party's representatives listed below at the following addresses:

Director
Collier MPO
2885 South Horseshoe Drive
Naples, Florida 34104

Director
Lee County MPO
P.O. Box 150045
Cape Coral, Florida 33915-0045

Notice shall be deemed received on the first business day following actual receipt of the notice. The parties will promptly notify the other in writing of any change to their respective addresses.

As required by Section 163.01(11), Florida Statutes, this Interlocal Agreement and all future amendments hereto shall be filed with the Clerks of the Circuit Courts of Collier and Lee Counties, Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement by their duly authorized officials as of the day and year written below.

Councilwoman Elaine Middelstaedt, Esq.
Collier MPO, Chair

Katy Errington
Lee County MPO, Chairman

Date

Date

Approved as to form and legality:

Scott R. Teach, Deputy Collier County Attorney

Derek Rooney, Lee County MPO Attorney

PRESENTATION ON LEE/COLLIER 2045 LRTP'S HIGH GROWTH AREAS, PLANS FOR CONNECTING CORRIDORS AND INFORMATION ON THE 2020 CENSUS SCHEDULE

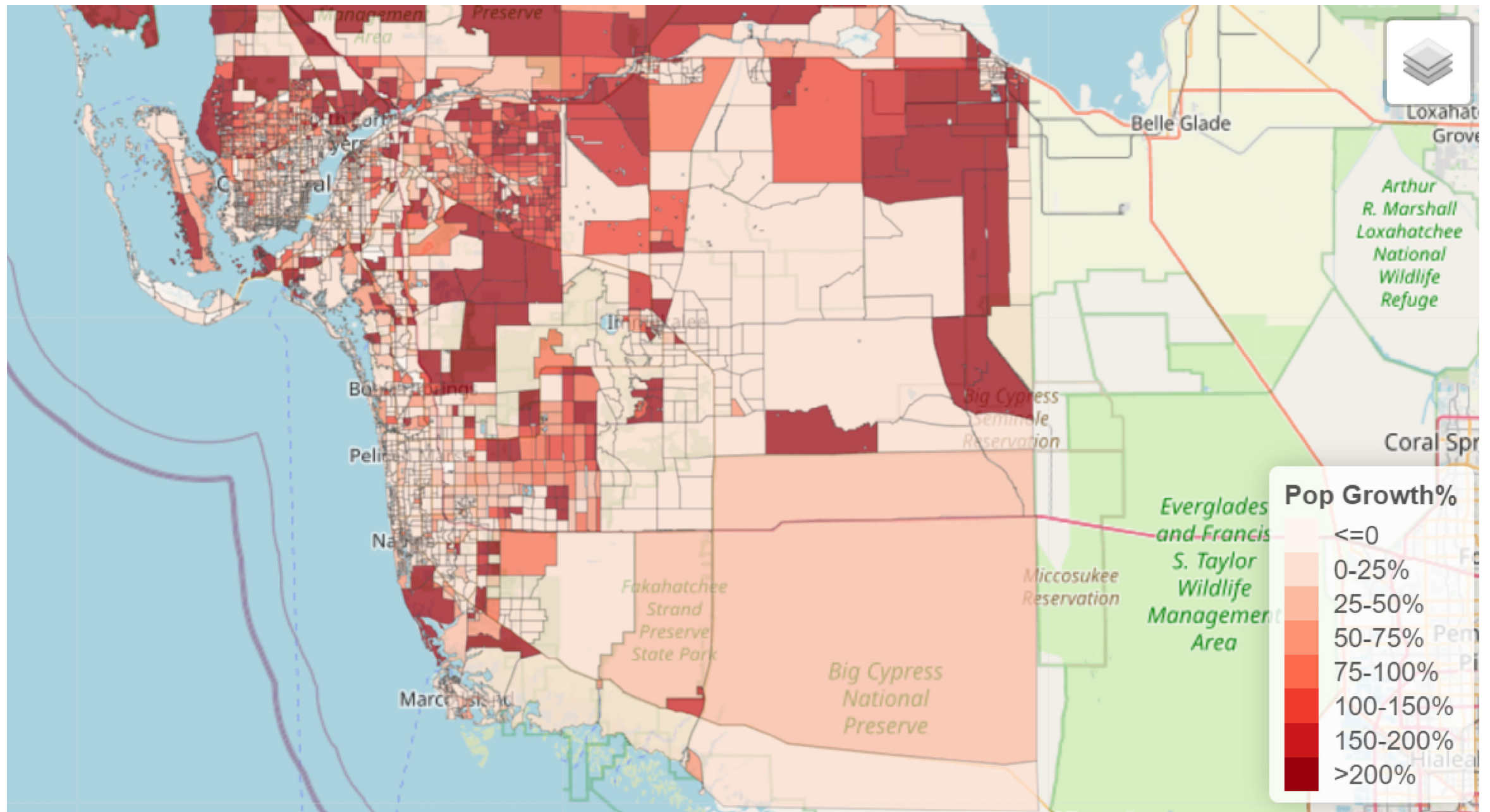
DISCUSSION ITEM:

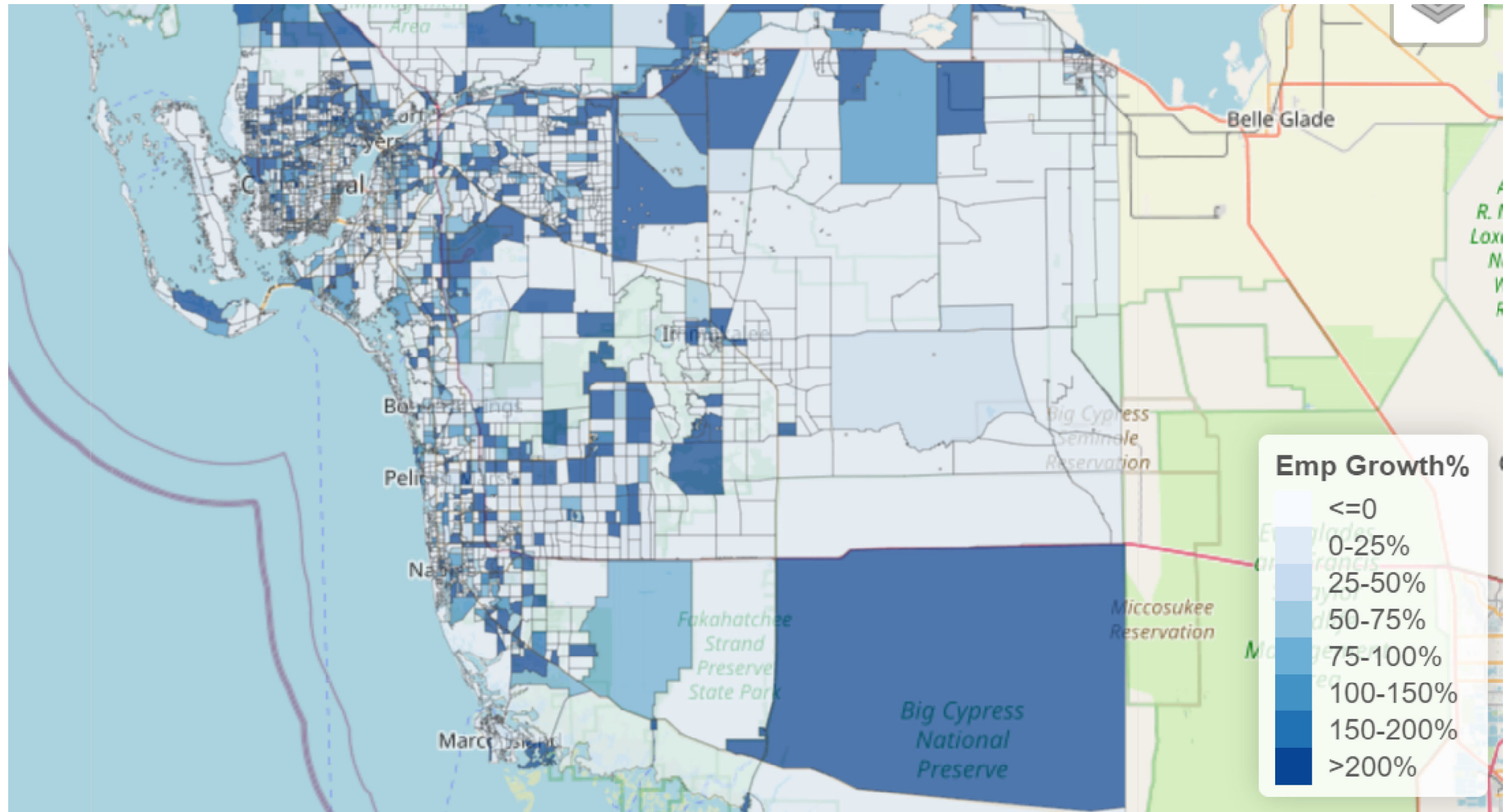
The staff of both MPO's will provide a presentation on the high growth areas throughout the region, recent growth changes and what projects are planned to help address the growth. The population and employment growth maps for both MPO's are **attached**.

The census bureau designates a new list of urbanized areas every ten years, following the conclusion of each decennial census. There are not expected to be any new MPO additions in Florida this time but the urban areas will expand and the boundary between the MPO areas may change. The criteria for determining urban areas for the 2020 census has changed and this now includes designating areas where it meets a certain threshold level of housing units. An area will be designated urban if there are 385 housing units per square mile, even if they are unoccupied homes.

One of the other changes is that the splitting between the urban areas will be reevaluated to see where those areas commute to. If more than fifty percent of a census tract in one urban area commutes to the other urban area, that area will be changed to the other urban area. The current split between the Cape Coral and Bonita Springs Urbanized areas is in the middle of Estero. This was an arbitrary line that goes back to when the two urbanized areas (Naples and Fort Myers urbanized areas) were separated by a rural area. The results of these changes are not known at this point, but listed below is the schedule:

- Fall/Winter 2021 – The census bureau will publish the final notice with the final criteria defining the urban areas based on the results of the 2020 census.
- Spring/Summer 2022 – The GIS shape files will be available for download providing the urban area boundaries.
- Fall 2022 – USDOT will publish a notice designating the TMAs of 200,000 or more.
- Before Oct. 2022 – The state needs to revisit the MPO Planning funds formula.
- After Oct 2022 – Existing MPO's expand Planning area to match urban area from 2020 data.
- Spring 2023 – The new MPO's are designated by the Governor.
- April 15 and June 15, 2024 – Any adjustments to the urban area boundaries must be approved by the Governor and FHWA Division Offices.

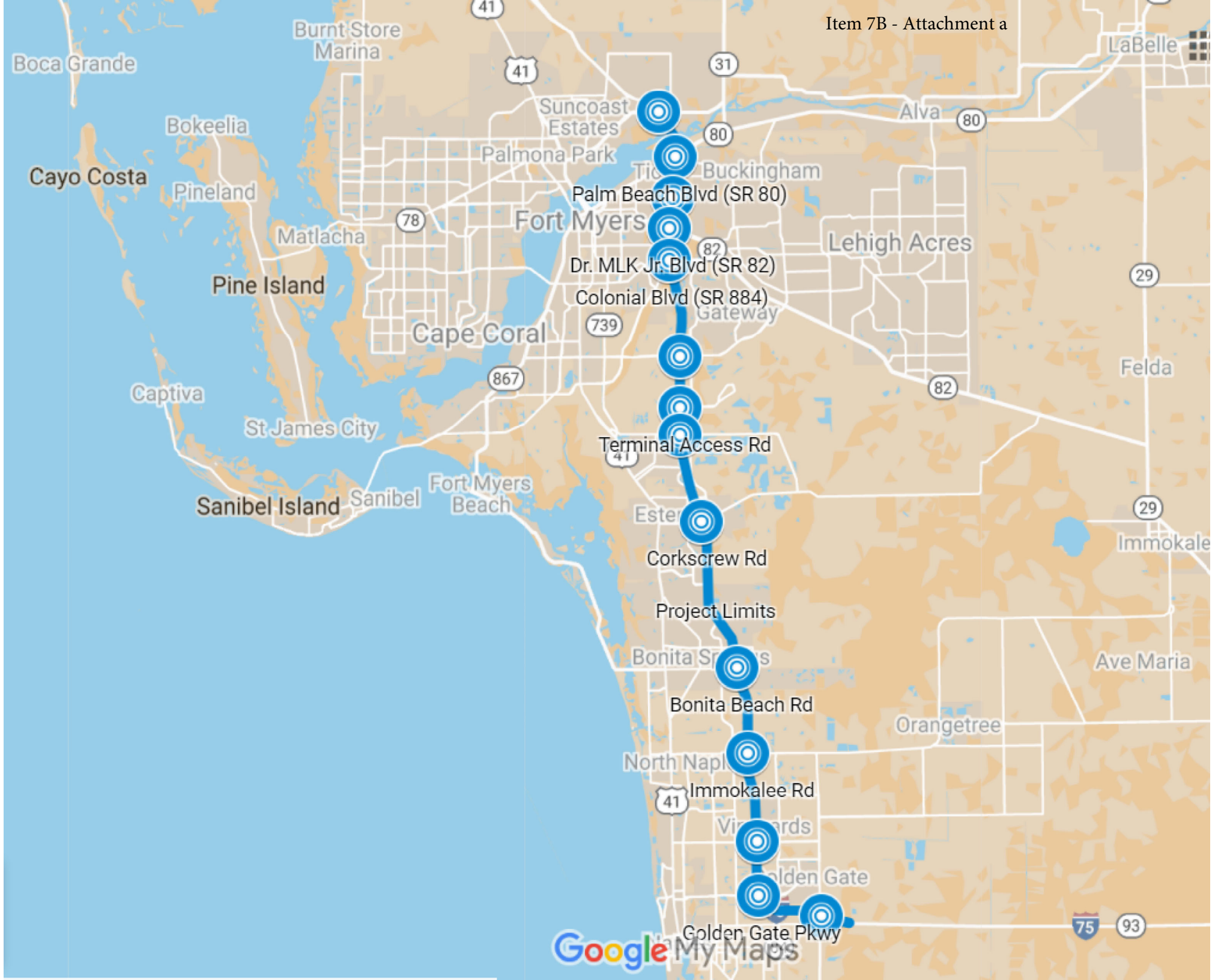




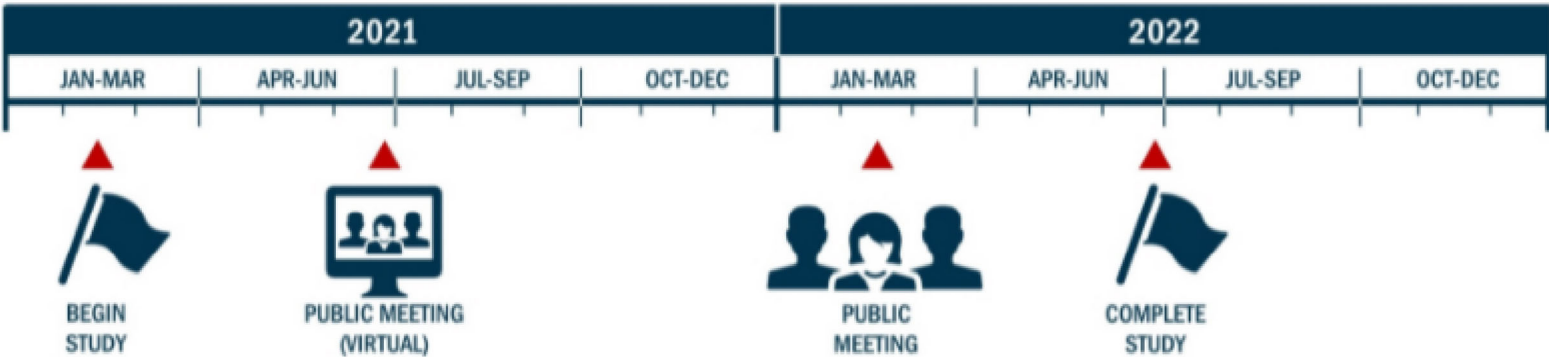
UPDATE ON THE I-75 SOUTHWEST CONNECT STUDY

DISCUSSION ITEM:

The FDOT is currently conducting a Planning and Feasibility study of I-75 from south of Collier Boulevard in Collier County to north of SR 78 in Lee County (the study area map is **attached**). This study is evaluating the strategies for the mainline and the interchanges that will improve accessibility, mobility and safety. The results of the study will be documented in this corridors Master Plan and the schedule is **attached**. Improvements identified in the Master Plan may include widening, managed lanes, modifying interchanges and evaluating requests for new interchanges. A virtual public meeting was held in June and a summary of that meeting will be provided at the meeting.



SOUTHWEST CONNECT™ I-75 SOUTH CORRIDOR MASTER PLAN SCHEDULE



REGIONAL ROADS PROJECT STATUS

DISCUSSION ITEM:

Information on the status of regional road projects are included below and staff will provide additional information at the meeting:

Old US 41 - A Project Development and Environment (PD&E) study is currently being conducted by FDOT for proposed improvements to Old 41 (County Road 887) from US 41/Tamiami Trail in Collier County to Bonita Beach Road in Lee County. These improvements, which may include safety, complete streets, and capacity improvements, are intended to enhance connectivity and circulation between US 41 and Bonita Beach Road, as well as improve safety for all users, including bicyclists and pedestrians.

Old US 41 is classified as a major urban collector that provides access to several residential subdivisions and industrial parks along the project corridor. It is also an important facility for commuters and freight traffic as an access point from US 41/Tamiami Trail and Bonita Beach Road to major transportation facilities, including Interstate 75.

The Project Development and Environment (PD&E) study is being done to evaluate and document potential engineering and environmental effects of any proposed improvements needed to relieve existing congestion and accommodate future travel demand from projected population and employment growth in the area. Improvements may include the potential widening of the roadway up to four lanes, as well as safety considerations for bicyclists and pedestrians, such as marked bicycle lanes, sidewalks, and/or a shared-use path. FDOT is conducting this PD&E study in accordance with the requirements of the National Environmental Policy Act (NEPA) and other federal and state laws and regulations.

This project (although under one study) has two segments due to part of the project being located in Collier County and part of the project being located in Lee County. The first segment, in Collier County, is from US 41/Tamiami Trail to the Lee County Line. The second segment, in Lee County, is from the Collier County Line to Bonita Beach Road.

Both the Collier and Lee County Metropolitan Planning Organizations (MPO) have included a four-lane Old 41 in their Adopted 2045 Long Range Transportation Plans (LRTP). The City of Bonita Springs has undertaken two studies (2018 *Bonita Beach Road Land Use Study*; 2016 *Bonita Beach Road Visioning Study*) that have documented a desire to redevelop the area surrounding the intersection of Old 41 and Bonita Beach Road with a focus on pedestrians and bicyclists. Old 41 also functions as an important freight corridor, as it runs parallel to I-75 and provides access to other

designated regional freight facilities such as US 41, Bonita Beach Road, and the Old 41 Industrial Freight Activity Center.

The PD&E study is anticipated to be completed in 2023 and Collier and Lee County segments need to be programmed at the same time to achieve “Planning Consistency”. FDOT is requesting that both projects be done by the Local Agency Program (LAP) process by the local agencies (Collier County and the City of Bonita Springs).

US 41/Bonita Beach Road Intersection - The purpose of the US 41 at Bonita Beach Road (C.R. 865) Project Development & Environment (PD&E) Study is to address congestion and projected travel demand at the intersection and immediate surrounding area. The study area is located within Bonita Springs, Florida in southern Lee County.

The purpose of this project is to evaluate the need for capacity-related improvements, as well as ways to improve safety conditions and provide for multi-modal features within this area of Bonita Springs, Florida. The project objectives include improving operational conditions, enhancing east-west access, enhancing freight mobility and access, increasing throughput, and improving safety among others. The next phase in the project development process, final design, is not yet funded. This project is also being closely coordinated with the on-going PD&E study for Old US 41 from US 41 to Bonita Beach Road. The design, right-of-way and construction phases are included in the Lee MPO’s LRTP.

A public workshop is planned for early 2022 to show the alternatives and receive feedback. The project team will then meet with the City and County officials to receive their feedback. Then the team will meet with the two MPO Boards and public hearing will occur sometime in the early calendar year of 2023.

SR 82 - The construction of the widening from 2 to 6 lanes from Lee Boulevard to Shawnee Road was completed in December 2019. The segment of SR 82 from Shawnee Road to Alabama Road, widening from 2 to 6 lanes, was completed in October 2020. The segments of SR 82 from Alabama Road to Homestead Road and from Homestead Road to the Lee/Hendry County Line was completed in June 2021 (widening from 2 to 4 lanes). The segment in Hendry County from the Lee/Hendry County line to the Hendry/Collier County line was completed in Fall of 2016 (2 lanes to 4 lanes). The segment of SR 82 from the Hendry/Collier County line to Gator Slough Lane is programmed for construction in July 2023. The final segment of SR 82 from Gator Slough Lane to SR 29 is currently under construction with an estimated completion date of Summer 2022.

Other Regional Roadway Projects – The two lane connection of Logan Boulevard from the Collier County line up to Bonita Beach Road was completed in 2020 by the City of Bonita.

RSW AIRPORT MASTER PLAN UPDATE

DISCUSSION ITEM:

The Lee County Port Authority (LCPA) is in the first phase of the RSW Master Plan Update project and will present at the joint meetings on October 7th. The purpose of this Master Plan Update presentation is to provide the two committees with an overview of the master plan process, as well as information on aviation forecasting, existing conditions, demand capacity and an additional gates analysis. The public comment period for the first phase of the RSW Master Plan Update project will be available online from October 4 - 21, 2021 and can be found on the LCPA website at <https://www.flylcpa.com/masterplan>. The LCPA encourages members of the two committees to use the online public comment form to provide feedback on the project.

REGIONAL BIKEWAY UPDATES

DISCUSSION ITEM:

Estero Bonita Rails to Trails Feasibility Study:

The Lee MPO's Estero-Bonita Rail Trail Feasibility Study, funded with a SUN Trail Program grant and local funds from the Village of Estero and the City of Bonita Springs, has been under way since March of this year. A project update of the study will be provided at the joint meeting by MPO staff and Volkert Inc, who is leading the consulting team. Graphics showing the three main alternative alignments of this study is **attached**.

Paradise Coast Trail Feasibility Study:

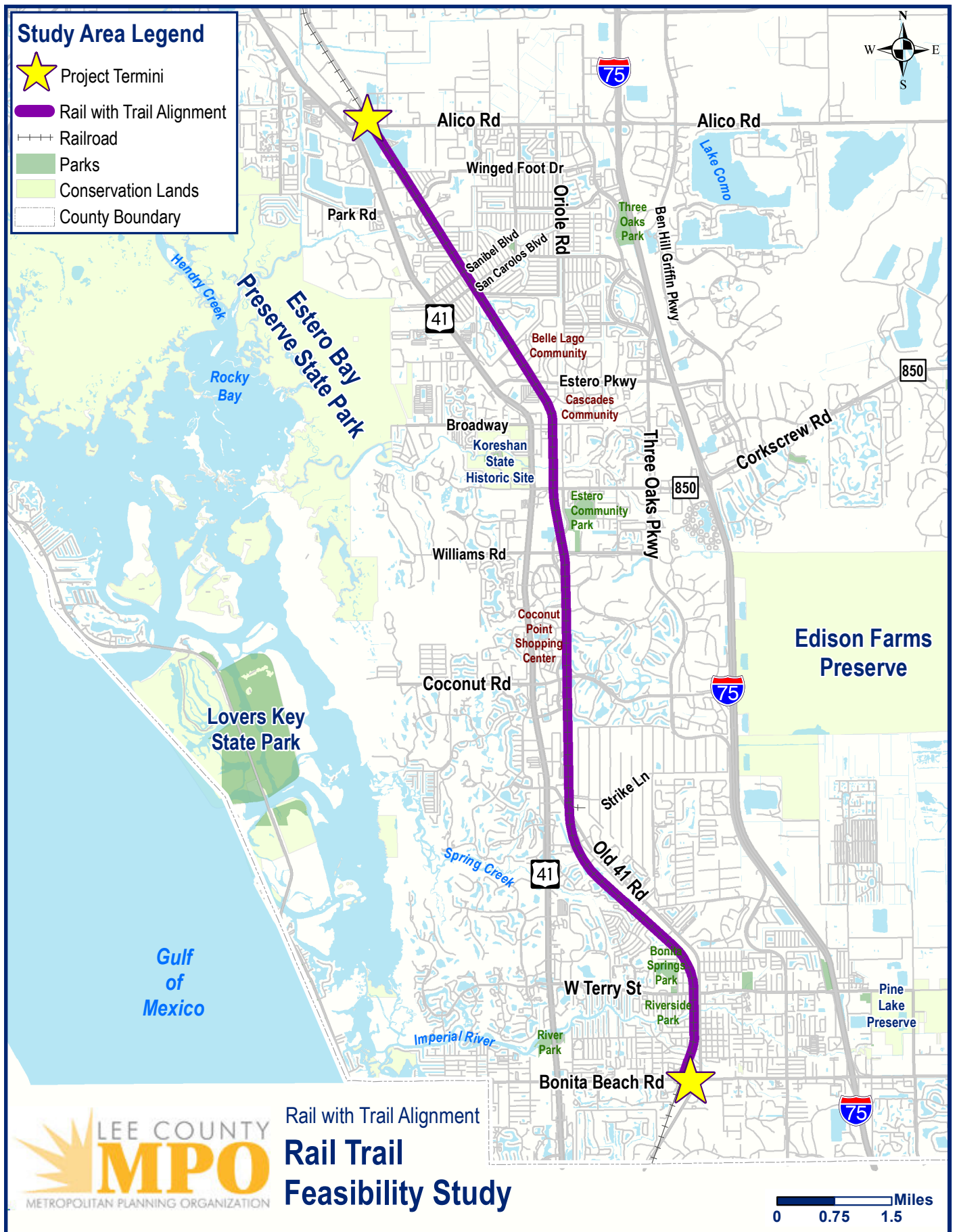
The proposed 70-mile Paradise Coast Trail is expected to connect Naples to Bonita Springs, Collier Seminole State Park, Ave Maria and other areas within and beyond Collier County. Portions of the Trail are along the SUN Trail alignment in Collier County.

The Naples Pathway Coalition (NPC) contracted Kimley Horn to conduct a Feasibility Study of the proposed trail. NPC and the consultant will provide a project update at the join meeting on October 7th.

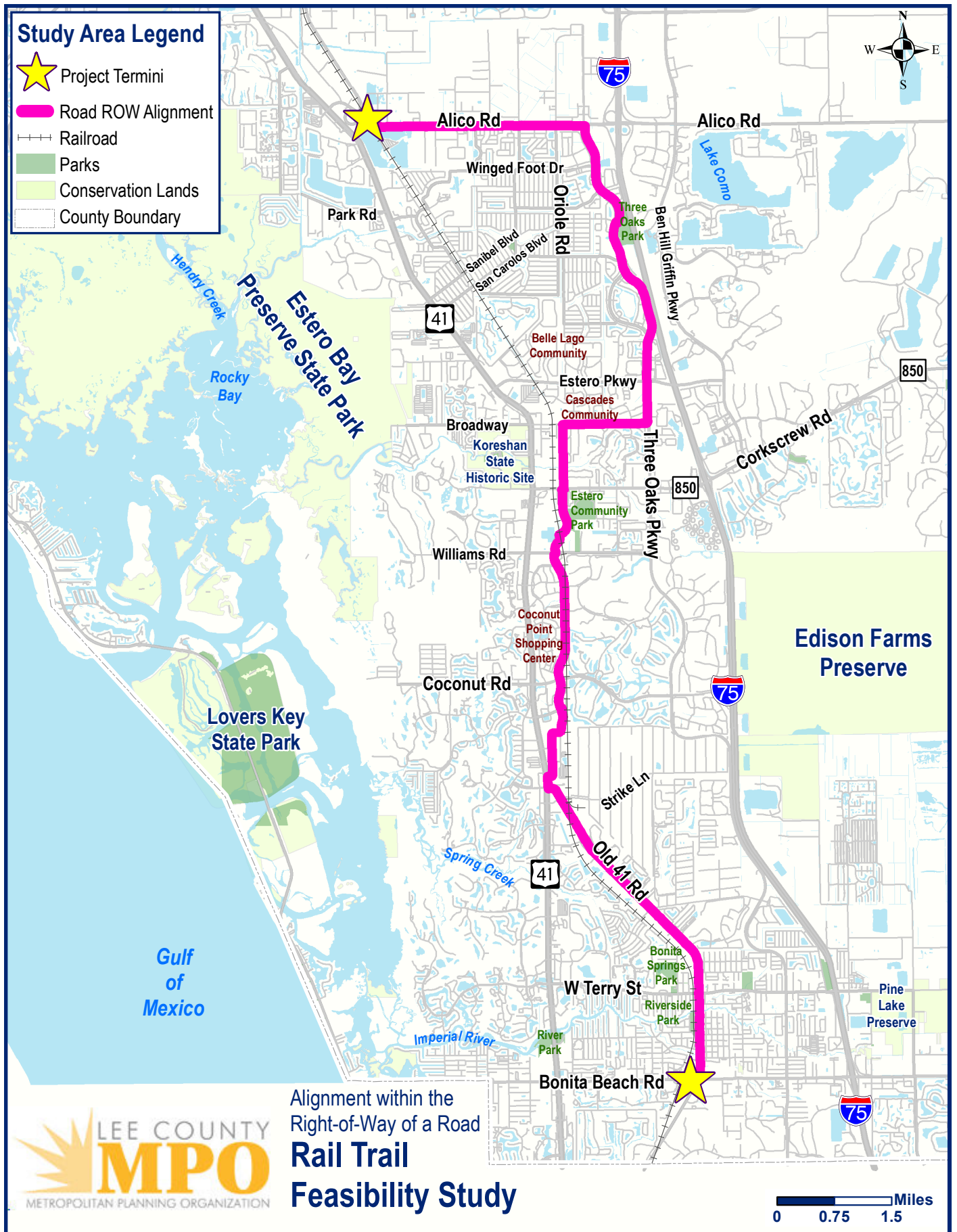
The trail is expected to tie in with the proposed Estero Bonita Rail Trail, which is along an alignment of Lee County's SUN Trail Network, with the anticipated connection included in the scope of services of both feasibility studies.



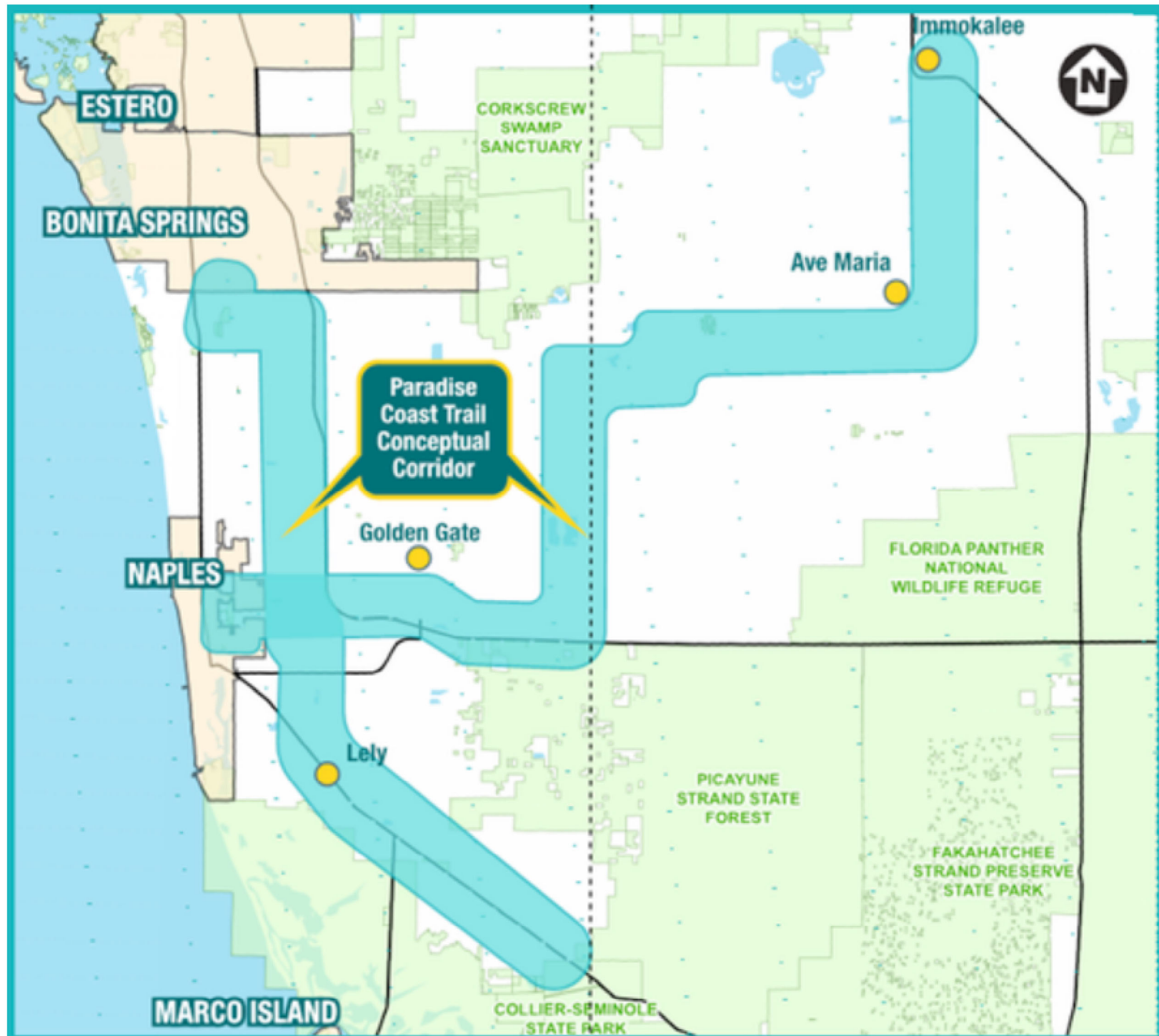
This proposed alignment would replace the existing tracks, within Seminole Gulf Railway corridor, from Alico Road to Bonita Beach Road.



This proposed alignment runs adjacent to the existing tracks within the Seminole Gulf Rail corridor, from Alico Road to Bonita Beach Road.



A majority of this proposed alignment runs adjacent to the roadway, using Alico Road, Three Oaks Parkway, Broadway East, Sandy Lane, Via Coconut Point, Production Circle, and Old 41 Road.



REGIONAL TRANSIT UPDATE

DISCUSSION ITEM:

Staff will provide an update on the recent transit activities for LeeTran and Collier Area Transit.