



**Hernando/Citrus  
Metropolitan Planning Organization  
Regular Meeting**  
Hernando County Government Center  
20 N. Main Street  
Brooksville, FL 34601  
~ Agenda ~

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Thursday, September 10, 2020 1:30 PM

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**IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS WITH DISABILITIES NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE COUNTY ADMINISTRATOR'S OFFICE, 20 NORTH MAIN ST BROOKSVILLE, FL 34601 (352) 540-6452, TTY: (800) 676-3777 AT LEAST TWO DAYS BEFORE THE MEETING.**

**IF A PERSON DECIDES TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING OR MEETING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDING, AND THAT, FOR SUCH PURPOSE, HE OR SHE 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.**

**PLEASE NOTE THAT ONLY PUBLIC HEARING ITEMS WILL BE HEARD AT THEIR SCHEDULED TIMES. ALL OTHER ITEM TIMES NOTED ON THE AGENDA ARE ESTIMATED AND MAY BE HEARD EARLIER OR LATER THAN SCHEDULED.**

**A. CALL TO ORDER**

1. Invocation
2. Pledge of Allegiance
3. MPO Board & Staff Introductions
4. Please Silence Electronic Devices
5. Enter Proof of Publication into the Record

**B. APPROVAL/MODIFICATION OF AGENDA (Limited to Board and Staff)**

**C. APPROVAL OF MINUTES**

Approval of Minutes for Regular Meeting of July 09, 2020

**D. INFORMATIONAL/DISCUSSION ITEMS**

1. Hernando/Citrus MPO Press Release/Meeting Summary and Issue List from July 9, 2020
2. West Central Florida MPO Chairs Coordinating Committee (CCC), Transportation Regional Incentive Program (TRIP) Project Priority Lists and Multiuse Trails Priority Lists for Districts 1 and 7
3. Lighting Discussion - US 19 at Centralia Road, and US 19 at Knuckey Road
4. Transportation Impact Fee Study Update

5. Hernando County Transit Development Plan (TDP) Annual Progress Report
6. Funding of the Metropolitan Planning Organization (MPO)

**E. ACTION ITEMS**

1. Annual Roll-Forward Amendment to the Adopted FY 2021 - FY 2025 Transportation Improvement Program
2. RFQ No. 20-RG0056/PH - General Planning Consultant Services Request to Award Two (2) Contracts

**F. MPO DIRECTOR**

MPO Executive Director Succession Plan

**G. BOARD COMMENTS**

**H. ADJOURNMENT**

The next meeting of the MPO is tentatively scheduled for Thursday, October 8, 2020, beginning at 1:30 p.m. at 20 N Main Street, Board Chambers, Brooksville, FL.



Hernando/Citrus  
**Metropolitan Planning Organization**  
**Regular Meeting**  
 ~ Minutes ~

July 9, 2020 1:30 p.m.

**A. CALL TO ORDER**

The meeting was called to order at 1:30 p.m. on Thursday, July 9, 2020, at the 20 N. Main St., John Law Ayers County Commission Chambers, Brooksville, Florida.

Attendee Name	Title	Attendance
Jeff Kinnard	Member, Citrus County	No
John Allocco	MPO Chairman, Hernando County	Yes
Steve Champion	Member, Hernando County	No
Wayne Dukes	Member, Hernando County	Yes
Jeff Holcomb	Member, Hernando County	Yes
Ronald Kitchen	Member, Citrus County	No
Robert Battista	Member, City of Brooksville	Yes
Pat Fitzpatrick	MPO Vice Chairman, City of Crystal River	No
Cabot McBride	Member, City of Inverness	Yes (remote)
Scott Carnahan	Alternate, Citrus County	No
Jimmie Smith	Alternate, Citrus County	Yes
William Kemerer	Alternate, City of Brooksville	No
Robert Holmes	Alternate, City of Crystal River	No
Jacque Hepfer	Alternate, City of Inverness	No
John Mitten	Alternate, Hernando County	No
Garth Coller	Hernando County Attorney	Yes
Steven Diez	MPO Executive Director	Yes
Carlene Riecsc	Transportation Planner III	Yes
Cayce Dagenhart	Transportation Planner II	Yes
Alaina Kidd	Administrative Assistant III	Yes

Chairman Allocco led the invocation.

Commissioner Smith led the Pledge of Allegiance.

MPO Board & Staff Introduced themselves.

Chairman Allocco asked everyone to silence Electronic Devices.

Ms. Dagenhart read the notice of publication into the record.

**B. APPROVAL/MODIFICATION OF AGENDA (Limited to Board and Staff)**

Minutes Acceptance: Minutes of Jul 9, 2020 1:30 PM (APPROVAL OF MINUTES)

**Motion:** Commissioner Dukes made a motion to approve the agenda. Commissioner Holcomb seconded, and the motion carried unanimously.

**RESULT:**        **ADOPTED [6 TO 0]**

**AYES:**            Allocco, Dukes, Holcomb, Battista, McBride, Smith

**ABSENT:**        Kinnard, Champion, Kitchen, Fitzpatrick, Carnahan, Kemerer,  
Holmes, Hepfer, Mitten

## C. APPROVAL OF MINUTES

### Approval of Minutes for Regular Meeting of June 11, 2020

**Motion:** Commissioner Dukes made a motion to approve the June 11, 2020, minutes. Commissioner Holcomb seconded, and the motion carried unanimously.

**RESULT:**        **ACCEPTED [6 TO 0]**

**AYES:**            Allocco, Dukes, Holcomb, Battista, McBride, Smith

**ABSENT:**        Kinnard, Champion, Kitchen, Fitzpatrick, Carnahan, Kemerer,  
Holmes, Hepfer, Mitten

## D. CORRESPONDENCE TO NOTE/INFORMATIONAL ITEMS

### Hernando/Citrus MPO Issue List and Media Release from June 11, 2020 MPO Meeting

Mr. Diez advised the Media Release and Issues List from the June 11 meeting are unchanged except one update the US 19 at St. Andrews Blvd signal FDOT indicated construction is beginning July 2020. It has moved up from the original timeline.

### MPO Quarterly Budget Summaries (FY 2020, 1st and 2nd Quarters)

Mr. Diez advised monthly billing has been initiated with FDOT and it helps, although does not alleviate the issues.

Chairman Allocco stated Hernando County contributes over \$400,000 to the MPO to have cash on hand and would like Citrus County to contribute. He further asked the MPO partner members to go back to their boards and request they participate in funding of the MPO. Mr. Diez clarified the amount is \$450,000.

Commissioner Dukes indicated that a letter should be prepared by Hernando County requesting participation in funding the MPO by all members. Discussion ensued regarding the request and it was decided that the Hernando County Administrator should prepare the letter and the legal office would assist. Commissioner Smith indicated that he would need a request in writing to present to the Citrus BOCC.

## E. MPO PRESENTATION



**Presentation: Tampa Bay Area Regional Transit Authority (TBARTA) and the Envision 2030 Regional Transit Development Plan (TDP)**

Mr. Bill Ball from Tindale Oliver and Associates gave a PowerPoint presentation on the Envision 2030 Regional Transit Development Plan. TBARTA adopted the plan in June. The plan includes the region consisting of these five counties: Hernando, Hillsborough, Manatee, Pasco, and Pinellas. TBARTA’s top priorities are to increase total transit funding and to build a region wide consensus. Mr. Ball explained how the regional improvements were identified and what should be their responsibility. This plan is projected to significantly increase job access throughout the region.

**F. ACTION ITEMS**

**1. FY 2021-2025 Transportation Improvement Program (TIP) - Adoption**

Mr. Diez advised the draft TIP was reviewed at the May and June MPO meetings and is before the Board for approval.

**Motion:** Commissioner Dukes made a motion to approve the Transportation Improvement Plan for FY2021-2025. Commissioner Holcomb seconded; a roll call vote was taken and carried unanimously.

**RESULT: ADOPTED [6 TO 0]**  
**AYES:** Allocco, Dukes, Holcomb, Battista, McBride, Smith  
**ABSENT:** Kinnard, Champion, Kitchen, Fitzpatrick, Carnahan, Kemerer, Holmes, Hepfer, Mitten

**2. Major Update to the Citrus County Transit Development Plan (TDP) FY 2021-2030**

Mr. Diez advised the Citrus County Transit Development Plan (TDP) is included in the MPO packet for review. He noted that the TDP was approved by the Citrus BOCC on June 23, 2020.

**Motion:** Commissioner Dukes made a motion to approve the Citrus County Transit Development Plan for FY2021-2030. Commissioner Smith seconded, and the motion carried unanimously.

**RESULT: ADOPTED [6 TO 0]**  
**AYES:** Allocco, Dukes, Holcomb, Battista, McBride, Smith  
**ABSENT:** Kinnard, Champion, Kitchen, Fitzpatrick, Carnahan, Kemerer, Holmes, Hepfer, Mitten

**3. List of Priority Projects - FY 2021/22 Transportation Alternative and Major Projects**

Minutes Acceptance: Minutes of Jul 9, 2020 1:30 PM (APPROVAL OF MINUTES)

Mr. Diez advised the List of Priority Projects was also presented at the May and June MPO meetings. Staff is asking for the Board to approve the LOPPs and authorize transmittal to FDOT.

**Motion:** Commissioner Smith made a motion to approve the List of Priority Projects for FY2021-2025. Commissioner Dukes seconded, and the motion carried unanimously.

<b>RESULT:</b>	<b>ADOPTED [6 TO 0]</b>
<b>AYES:</b>	Allocco, Dukes, Holcomb, Battista, McBride, Smith
<b>ABSENT:</b>	Kinnard, Champion, Kitchen, Fitzpatrick, Carnahan, Kemerer, Holmes, Hepfer, Mitten

**4. Transportation Disadvantaged Program Planning Grant Agreements between the Metropolitan Planning Organization (MPO) and the Commission for the Transportation Disadvantaged (CTD) FY 2020/2021 (Citrus and Hernando)**

Mr. Diez advised these are the planning grant agreements that the MPO receives from the Commission for the Transportation Disadvantaged to administer the Transportation Disadvantaged programs for Citrus and Hernando County. Staff recommends approval for the grants which are included in the agenda.

**Motion:** Commissioner Smith made a motion to approve the Transportation Disadvantaged Planning Grant Agreements for Citrus and Hernando County’s TD program. Commissioner Dukes seconded, and the motion carried unanimously.

<b>RESULT:</b>	<b>ADOPTED [6 TO 0]</b>
<b>AYES:</b>	Allocco, Dukes, Holcomb, Battista, McBride, Smith
<b>ABSENT:</b>	Kinnard, Champion, Kitchen, Fitzpatrick, Carnahan, Kemerer, Holmes, Hepfer, Mitten

**G. MPO EXECUTIVE DIRECTOR**

Mr. Diez reminded the Board about the MPO Chairs Coordinating Board meeting on July 10, 2020.

Mr. Diez discussed a new program through FDOT for Local Agency Connected Vehicle Deployment Projects. FDOT is requesting projects on state and local roadways to facilitate communication with the vehicles. Roadways need to be upgraded with autonomous features to support autonomous vehicles.

Minutes Acceptance: Minutes of Jul 9, 2020 1:30 PM (APPROVAL OF MINUTES)

He also advised that staff had no items to bring forward to the MPO at their next scheduled meeting on August 13, 2020; consequently, it would be appropriate to cancel the meeting.

Commissioner Allocco asked about the Transition plan. He asked an email to be sent to all members to be prepared for the discussion and to be placed on that agenda.

## **H. CITIZENS COMMENTS**

There were no citizen comments

## **I. BOARD COMMENTS**

Commissioner Allocco indicated he would like to have information regarding the budget to be emailed to everyone. Hernando County would like to see the actual budget of the MPO prior to the September 10, 2020, meeting. Additionally, he requested that an item relating to replacement of the Executive Director upon his retirement be scheduled on the September agenda.

## **ADJOURNMENT**

There being no further business to discuss, Chairman Allocco adjourned the meeting at 2:16 pm.

## **UPCOMING MEETINGS**

**UPCOMING MEETING: THE NEXT REGULAR MEETING OF THE METROPOLITAN PLANNING ORGANIZATION IS SCHEDULED FOR SEPTEMBER 10, 2020, BEGINNING AT 1:30 P.M., IN THE JOHN LAW AYERS COUNTY COMMISSION CHAMBERS.**

**THE MEETING AGENDA AND BACK-UP MATERIALS ARE AVAILABLE ONLINE AT [HTTP://HERNANDOCOUNTYFL.IQM2.COM/CITIZENS](http://hernandocountyfl.iqm2.com/citizens) OR AT [WWW.HERNANDOCOUNTY.US/MPO](http://www.hernandocounty.us/mpo).**



## AGENDA ITEM

Initiator: Carlene Riecsc  
DOC ID: 17253  
Legal Request Number:

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### TITLE

Hernando/Citrus MPO Press Release/Meeting Summary and Issue List from July 9, 2020

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### BRIEF OVERVIEW

Attached is the meeting summary from the July 9, 2020, MPO Board meeting. The summary was provided to both the Citrus County and Hernando County Public Information Offices.

Also attached is the MPO issue status list.

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### FINANCIAL IMPACT

This item is for informational purposes only and no formal action is required by the Hernando/Citrus MPO Board.

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### REVIEW PROCESS

Carlene Riecsc	Completed	08/14/2020 8:28 AM
Cayce Reagin Dagenhart	Completed	08/14/2020 9:00 AM
Steven Diez	Completed	08/14/2020 9:46 AM
Garth Coller	Completed	08/14/2020 9:48 AM
Theresia Saenz	Completed	08/27/2020 12:01 PM
MPO	Pending	09/10/2020 1:30 PM



## **MEDIA RELEASE**

### **Hernando/Citrus Metropolitan Planning Organization (MPO) Meeting Summary – July 9, 2020**

Hernando County Government Center  
John Law Ayers County Commission Chambers  
20 N Main Street, Room 160, Brooksville, FL

- The MPO Board noted that the traffic signal at US 19 and St. Andrews Boulevard in Hernando County should be completed by the end of summer 2020.
- The Board reviewed the MPO quarterly budget summaries. It was noted that the MPO is grant funded and the Hernando County Board of County Commissioners approved a long term loan to the MPO for cash flow in the amount of \$450,000 pending grant reimbursement. The Board discussed requesting MPO member governments to contribute to the cash flow needed for operation of the MPO.
- Tampa Bay Area Regional Transit Authority (TBARTA) presented the approved Envision 2030 Regional Transit Development Plan to the MPO Board. The full transit plan can be found on their website at: <https://www.tbarta.com/en/planning-projects/envision-2030/>
- The MPO Board adopted the Transportation Improvement Program (TIP) for FY 2021-2025 and authorized MPO staff to submit the document to the Florida Department of Transportation (FDOT).
- The MPO Board adopted the List of Priority Projects (LOPP) for FY 2021/2022 and authorized MPO staff to submit to the FDOT.
- The MPO Board approved the Transportation Disadvantaged (TD) Planning Grants with the Commission for the Transportation Disadvantaged for planning functions associated with Citrus and Hernando Counties TD programs, \$22,415 and \$23,222, respectively.

The next MPO meeting is scheduled for: Thursday, September 10, 2020, at 1:30 pm in the Hernando County Government Center  
John Law Ayers County Commission Chambers  
20 N Main Street, Rm 160, Brooksville, FL

Please Contact the Hernando/Citrus MPO at (352) 754-4082 for more information

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## MPO ISSUES LIST

Issue	Date	Detail	Status	Comments
Signal at SR 200 and CR 491	June 11, 2020	Identified need for a signal at SR 200 and CR 491	Construction is planned	FDOT provided the MPO with an update at their June 11, 2020, meeting. The signal is scheduled for construction completion by December 2021/January 2022
Traffic signal US 19 and Hexam Road	1/30/2018 12/10/2019 4/7/2020 5/19/2020 7/28/2020  8/17/2020	Safety concerns, FDOT was asked for a signal	Anticipated start Feb/Mar 2021	Design is underway and FDOT anticipates advertising using their Push Button Contract in Oct/Nov 2020. Anticipated start Feb/Mar 2021. Hernando BOCC entered into a funding agreement with FDOT on July 28, 2020 to provide \$300,000 to the FDOT toward the project.  HDR is working on the design. The project is on schedule to be started in late 2021.
Traffic signal US 19 and St. Andrews	1/30/2018 10/2/2019 4/7/2020 5/19/2020	Concern regarding number of severe crashes	Anticipated Start July 6, 2020	In March 2018, FDOT installed flashing beacons at this intersection. Subsequently, additional crashes occurred and FDOT reanalyzed and approved signal warrant. Due to high demand for steel, signal poles are being delayed. Construction is anticipated to begin in July, 2020.

Attachment: 091020 Issue Update (17253 : MPO Meeting Summary from July 9, 2020)

Issue	Date	Detail	Status	Comments
JD Floyd Elementary	12/12/2018 8/20/2019 2/8/2020 2/26/2020  8/12/2020	Traffic is backing up on local roads	Under Review	A joint school Board meeting was held in December 2019 to discuss school related issues. Hernando County Engineer indicated further study of JD Floyd and Explorer K8 is planned to identify potential remedies to the traffic back up. The school board indicated they hired an Architectural Firm to do master planning studies at 3 campuses that have additional land available that may provide capacity solutions (Brooksville Elementary, JD Floyd and Westside Elementary)  The project is in the hands of the consultant. DPW has not received anything from them yet.
US 19 Trail (Green Acres to Jump Court)	1/30/2018 8/17/2020	Verify timing of trail Timing	FDOT has verified trail will occur	Based on the FDOTs FY 2020-2024 Work program, construction of the 10' wide trail is scheduled for completion in Spring 2021.

Attachment: 091020 Issue Update (17253 : MPO Meeting Summary from July 9, 2020)

### MPO BOARD ISSUES – ADDRESSED

Issue	Date	Detail	Status	Comments
MPO Budget Discussion	8/20/2019 9/17/2019 10/30/2019	Funding Budget issues were discussed	Nothing further at this time	Presentation was provided to the MPO Board on 10/30/19. No further requests for information by the MPO Board.
Intersection of US 19 and CR 550	9/18/2018	Request for south bound turn lane onto US 19	Right turn lane cannot be installed	There is inadequate right of way at this intersection to construct a right turn lane.
Anderson Snow Road Sidewalk	12/12/2018 1/15/2019	Safety concerns students	Application is not being amended at this time	TA application was submitted for Amero Lane sidewalk. Discussion occurred re: amending the Amero application to include Anderson Snow
Committee Quorums	5/15/2019	MPO issues with quorums	Monitoring	The MPO was experiencing committee quorum issues. New members have been added which is helping the issue. Item will continue to be monitored.

Attachment: 091020 Issue Update (17253 : MPO Meeting Summary from July 9, 2020)





## AGENDA ITEM

### TITLE

West Central Florida MPO Chairs Coordinating Committee (CCC), Transportation Regional Incentive Program (TRIP) Project Priority Lists and Multiuse Trails Priority Lists for Districts 1 and 7

### BRIEF OVERVIEW

On behalf of the West Central Florida MPO Chairs Coordinating Committee (CCC), attached are the Transportation Regional Incentive Program (TRIP) Project Priority Lists and Multiuse Trails Priority Lists for FDOT Districts 1 and 7. These priority lists were endorsed by the CCC Board at its meeting on July 10, 2020.

This is an informational item, no MPO Board action is required.

### FINANCIAL IMPACT

N/A

### REVIEW PROCESS

Carlene Riecsc	Completed	08/07/2020 8:36 AM
Cayce Reagin Dagenhart	Completed	08/11/2020 4:29 PM
Steven Diez	Completed	08/12/2020 7:25 AM
Garth Coller	Completed	08/12/2020 8:38 AM
Theresa Saenz	Completed	08/26/2020 9:40 AM
MPO	Pending	09/10/2020 1:30 PM

**Hernando/Citrus MPO**  
1661 Blaise Dr  
Brooksville, FL 34601  
352/754-4082 fax: 352/754-4420

**Hillsborough County MPO**  
601 East Kennedy Blvd.  
18<sup>th</sup> Floor Tampa, FL 33602  
813/272-5940 fax: 813/272-6258

**Pasco County MPO**  
8731 Citizens Drive, Suite 360  
New Port Richey, FL 34654  
727/847-8140 fax: 727/847-8084

**Forward Pinellas**  
310 Court St  
Clearwater, FL 33756  
727/464-8250 fax: 727/464-8201

**Polk County TPO**  
330 West Church St, Drawer TS05  
Bartow, FL 33830  
863/534-6486 fax: 863/534-6471

**Sarasota/Manatee MPO**  
8100 15<sup>th</sup> St SE  
Sarasota, FL 34243  
941/359-5772

**Florida Department of  
Transportation District 1**  
801 North Broadway Ave.  
Bartow, FL 33830  
800/292-3368 fax: 863/534-7172

**Florida Department of  
Transportation District 7**  
11201 N. McKinley Dr.  
Tampa, FL 33612  
800/226-7220 fax: 813/975-6443

**Tampa Bay Regional  
Planning Council**  
400 Gateway Center Blvd., Suite 219  
St. Petersburg, FL 33702  
727/570-5151; fax: 727/570-5118

**Southwest Florida Regional  
Planning Council**  
1296 Victoria Ave.  
Ft. Myers, FL 33901  
239/338-2550; fax 239/338-2560

**Central Florida  
Regional Planning Council**  
PO Box 2089  
Bartow, FL 33831-2089  
800/297-8041; fax: 941/534-7138

**Florida's Turnpike Enterprise**  
P.O. Box 1409  
Land O'Lakes, FL 34639  
813/558-1117

**Tampa Bay Area Regional Transit  
Authority**  
5100 Lemon St., Suite 209  
Tampa, FL 33609  
813/998-7433



West Central Florida Metropolitan Planning Organizations

## Chairs Coordinating Committee

July 21, 2020

Secretary LK Nandam  
FDOT District 1  
Florida Department of Transportation  
801 North Broadway Ave  
Bartow, FL 33860

Secretary David Gwynn  
FDOT District 7  
Florida Department of Transportation  
11201 N. McKinley Dr.  
Tampa, FL 33612

RE: Regional Priorities

Dear Secretaries Nandam and Gwynn,

On behalf of the West Central Florida MPO Chairs Coordinating Committee (CCC), please find enclosed the Transportation Regional Incentive Program (TRIP) Project Priority Lists and Multiuse Trails Priority Lists for Districts 1 and 7. These priority lists were endorsed by the CCC Board at its meeting on July 10, 2020.

The CCC appreciates the cooperation and coordination by each of the FDOT Districts in administering this important program. The agency partnering associated with this program provides another tool to use to help address the critical regional transportation needs for the West Central Florida area.

Sincerely,

Darden Rice  
Chair, West Central Florida CCC  
Vice Chair, Forward Pinellas  
Councilmember, City of St. Petersburg

Cc: MPO Staff Directors  
Wayne Gaither, FDOT District 1 Southwest Area Director  
Justin Hall FDOT District 7 FDOT District Liaison Administrator

## MPOs CCC 2020 Regional Multi-Use Trails Priority Projects

Endorsed by the MPOs CCC Board on July 10, 2020

### FDOT DISTRICT 1 - REGIONAL MULTI-USE TRAIL PRIORITIES (MANATEE, POLK, AND SARASOTA)

2020 Ranking	Trail	County	Regional/State Corridor	Project	Request/Phase(s)	Total Cost
1	Anna Maria Island Multi-Use Trail		Cities of Bradenton Beach & Holmes Beach	Gulf Coast Trail (Proposed)	26-mile commuter route spanning five Manatee and Sarasota County island communities.	\$12,900,000 for extension from Longboat Key to Manatee Avenue parallel to SR 780/Gulf Drive including downtown cycle tracks  \$12,900,000
New Project	Fort Fraser Trail Extension	Polk County		SUN Trail	2.5 mile trail connecting the Fort Fraser Trail and Circle-B-Bar Reserve to Lakeland's Lake to Lake System of Greenways and Trails. Trail will cross under State Road 570 (Polk Parkway-toll)	Partial ROW/CST  \$2,000,000
New Project	Panther Point Connector	Polk County		NA	3.0 mile trail corridor connecting the Turnpike's Central Polk Parkway Trail (SR 570B) to the Panther Point Trail and Fort Fraser Trail.	PD&E/PE  \$2,000,000
New Project	Lake Hunter Trail		City of Lakeland	NA	Critical 1.5 mi piece of Lakeland's Lake-to-Lake Greenway and Trail System along State Road 563 between Ariana St. and Lime Street in Downtown Lakeland.	PD&E/PE  \$600,000
New Project	Legacy Trail Extension Ring-a-ling Bikeway Connection		City of Sarasota	Gulf Coast Trail	Multi Use Trail from Ringling Blvd and Palm Ave	\$1,000,000 request for Design (PE)  \$2,740,000
New Project	Palmetto Trail Network		City of Palmetto	Gulf Coast Trail	Multi Use Trail from US 41/Riverside Dr to Washington Park	\$1,600,000 request for Design (PE)  \$15,297,000

Attachment: 2020 Final MUT Priority Table (17287 : West Central Florida MPO Chairs Coordinating

FDOT DISTRICT 7 - REGIONAL MULTI-USE TRAIL PRIORITIES (CITRUS, HERNANDO, HILLSBOROUGH, PASCO, AND PINELLAS)						
2020 Ranking	Trail	County	Regional/State Corridor	Project	Request/Phase(s)	Total Cost
1	Upper Tampa Bay Trail - Suncoast Trail Connection (UTBT Phase IV)	Hillsborough	SUN Trail Network	Approximately 3 miles, the trail will be the final link between the scenic, 7+ mile Upper Tampa Bay Trail and 40+ mile Suncoast Trail between Peterson Rd. Park and the Brooker Creek Headwaters at Van Dyke Rd.	Hillsborough County has no request this year pending alignment decision.	\$6,000,000
2a	Suncoast Trail/Good Neighbor Trail Connector (Coast-to-Coast Connector - Good Neighbor Gap)	Hernando Hernando	Coast-to-Coast	From the Suncoast Trail, extending east along SR50, and thru the City of Brooksville for approximately 6 miles to connect with the Good Neighbor Trail.	Phase I - 10 to 12-foot wide paved multi-use trail from Suncoast Trail to Cobb Road. FDOT PD&E complete. PE underway.	Total Cost: \$10,600,800
2a	Suncoast Trail/Good Neighbor Trail Connector (Coast-to-Coast Connector - Good Neighbor Gap)		Coast-to-Coast	From the Suncoast Trail, extending east along SR50, and thru the City of Brooksville for approximately 6 miles to connect with the Good Neighbor Trail.	Phase II - 10 to 12-foot wide paved multi-use trail from Cobb Road to Good Neighbor Trail Trailhead at Russell Street. MPO study complete. PE underway.	Total Cost: \$25,800,500
3	Pinellas Trail/Duke Energy Trail	Pinellas	Gulf Coast Trail	From the southern terminus of the Pinellas Trail at John Chestnut Sr. Park, extending south along the Duke Energy transmission corridor, to end at Weedon Island. SUN Trail program has funded design/build for portion from Enterprise Road to John Chestnut Park.	The Duke Energy Trail total length for the gap is 22-miles, for 12-15 foot wide paved bicycle/pedestrian trail with amenities. Request for \$22M. John Chestnut Sr Park to Enterprise Road section current Design Build project. Enterprise Road to Sunset Point Road constructed. Sunset Point Road to Old Coachman Road designed and funded. Old Coachman Road to Haines Bayshore Road constructed. Haines Bayshore Road to Roosevelt Blvd unfunded. Roosevelt Blvd constructed. Roosevelt Blvd to Weedon island unfunded.	Total Cost: \$22 million SUN Trail: \$5.2M PE/CST
4	South Tampa Greenway	Hillsborough	SUN Trail Network	Connection from Gandy Bridge (east of Friendship Trail bridge) to Bayshore Boulevard linear park. Connection 1: From Bridge St. at Tyson Ave east to Manhattan Ave, Trail along Tyson Ave - ROW .75 mile Connection 2: From Manhattan Ave. and Interbay Blvd. west to Picnic Island Park along MacDill Air Force Base north boundary (N Boundary Blvd.) - 3.2 mile Connection 3: From Manhattan Ave. and Interbay Blvd. east to Dale Mabry Hwy. along Interbay Blvd. and through publicly owned parcels to existing trailhead at Dale Mabry Hwy. - .88 mile Connection 4: From Gadsden Park at MacDill Ave east to Bayshore Blvd. along the north boundary of MacDill Air Force Base (N Boundary Blvd.) - .4 mile	Tampa requests funding for Connection 2 construction of 12-foot wide paved bicycle/pedestrian trail and boardwalk (where needed) with amenities including trailhead. Tampa requests \$1.8M million for Connection 2 construction.	Request: \$1.8M million Total Cost: \$5.2 million
5	Withlacoochee State Trail Extension	Pasco	SUN Trail Network	Withlacoochee State Trail Extension from the existing Trilby/Lacoochee trailhead along US 301, south to SR 56 (south of Zephyrhills). Includes Hardy Trail/Hardy Trail Extension North in Dade City. Approximately 13 miles.	10 to 12-foot paved bicycle/pedestrian trail paralleling the US 301 corridor.	\$7,738,427
6	Tampa Bypass Canal Trail	Hillsborough	FGTS Opportunity Map	A 20-mile trail southward from Flatwoods Park ending at 34th St, on the banks of the Bypass Canal per agreement with the Southwest Florida Water Management District. Using existing parks in Temple Terrace and the Florida State Fairgrounds areas as trailheads, the corridor expands future access via U.S. 301 to the Old Fort King and Withlacoochee State Trail.	Hillsborough County requests funding for Design & CST of next phases of 12- foot wide paved bicycle/pedestrian trail.	TA Funded: PD&E \$379K PE Total Cost: \$23.5M
7	Suncoast II	Citrus	FTE Trail extension as it is not formally part of the SUNTrail	From the northern terminus of the existing Suncoast Trail at US 98, north through Citrus County; terminating at US 44.	12-foot wide paved bicycle/pedestrian trail.	Total Coast: \$4 million

Attachment: 2020 Final MUT Priority Table (17287) : West Central Florida MPO Chairs Coordinating

8	Orange Belt Trail	Pasco	SUN Trail Network	The approximately 37 mile long trail would extend from the Starkey Trail (C2C) in the Trinity area of southwest Pasco County to the existing Withlacoochee State Trail trailhead (connects to Good Neighbor/South Sumter Connector) at U.S. Highway 301 in Trilby in northeast Pasco County. The planned trail alignment generally follows the historic Orange Belt Railroad line that crosses Pasco County in a southwest to northeast direction. The Orange Belt Trail is scheduled for a route study which will determine exact alignment and preliminary engineering funded (\$1.9M) in 2017.	Construction of 12-ft paved bicycle/ pedestrian trail. Funding requested for ROW acquisition and construction.	\$16,136,210 First Segment funded for CST in FY 2025
9	Anclote Coastal Trail	Pasco	FGTS Opportunity Map	From Anclote Blvd. (North terminus of extension of the Pinellas Trail AKA Eifers Spur) to three coastal Pasco parks and additional environmental lands; length is approximately 4.5 miles.	Construction of 12-ft paved bicycle/ pedestrian trail. In design phase.	\$3,187,000
10	Withlacoochee State Trail - Dunnellon Trail Connector	Citrus	Heart of Florida Loop   Peace River to Nature Coast	Heart of Florida - Dunnellon Gap: From north end of the Withlacoochee State Trail to the south end of the Dunnellon Trail, which is approximately 1.09 miles.	Multi-use trail crossing via an underpass under US41. Construction is underway.	Total Cost: \$5.6 million
11	Courtney Campbell Trail Overpass	City of Clearwater	Gulf Coast Trail	Overpass at SR 60 (Gulf to Bay) in Clearwater, connecting the Courtney Campbell Trail to the Bayshore Trail, approximately 0.25 miles.	Construction of an overpass at the terminus of the Courtney Campbell Trail. Funded for CST in FY 2024	Total Cost: \$8,075,488 SUN Trail: \$1.3M PE
12a	South Coast Greenway	Hillsborough	Gulf Coast Trail	The South Coast Greenway would go from Adamo Drive and extend south to the Manatee County line. The entire trail has been broken up into six phases.	(1) Earmark of \$450K to be used for PD&E and Design on 19th Ave between US 41 and US 301 pending provisions of ROW documentation. (2) Phase V, VI, VII (Symmes Rd to SR 60) Hillsborough County requests \$700K for PD&E (3) Phase IV (Manatee County Line to SR 674), county requests \$371K for PD&E	Phase 1: \$2.4M CST Funded Total Cost Phase 1: \$2.4 million
12b	Maydell Bridge	Hillsborough	Gulf Coast Trail	Part of the South Coast Greenway Trail, the Maydell Bridge would connect the Selmon Greenway to the South Coast Greenway	2016 SUN Trail Application - \$991K match request for \$5.2 Million County funds (i.e. the trail percentage of bridge) pending outcome of PD&E phase.	Request/Total Cost: \$991,760
13	US 19   Marine Parkway Blvd. Trail Overpass	Pasco	FGTS Opportunity Map	A bicycle and pedestrian trail overpass at an intersection in New Port Richey going from an existing trail on the west side of US19, across Marine Parkway Blvd., to the east side of US 19.	Additional funding for design and construction of the overpass.	Total Cost: < \$3M Legislative Earmark: \$750K
14	Gandy Bridge	Pinellas/Hillsborough	FGTS Opportunity Map	Hillsborough & Pinellas connection across Tampa Bay along the Gandy Bridge	Request funding for construction	TBD
15	Dale Mabry Overpass	Hillsborough	Gulf Coast Trail	East-West connection over Dale Mabry; alignment study complete.	Request inclusion with adjacent segments of interstate.	TBD
16	Howard Frankland Bridge and Connections	Pinellas/Hillsborough	FGTS Opportunity Map	A separated bicycle/pedestrian facility as part of the rebuild of the north bound section of the Howard Frankland Bridge. This also includes development of connections to existing trail networks in Pinellas and Hillsborough Counties.	Continuing coordination between FDOT, Tampa/Hillsborough, and St. Petersburg/Pinellas on connections.	\$864 Million Total Cost of Bridge Rebuild with Bike/Ped Facilities - Fully Funded
17	Joe's Creek Trail Joe's Creek Greenway Trail	Pinellas	FGTS Opportunity Map	Joe's Creek Trail is 0.9-miles around the lake. The Joe's Creek Greenway Trail would run along Joe's Creek corridor from US Highway 19 to Pinellas Trail through Lealman Area, 4.76- miles.	Request funding for CST	TBD
18	Three Sisters Springs Trail Connection	Citrus	FGTS Opportunity Map	2.4 mile trail connection from CR 486/SR 44 to the Crosstown Trail that leads into Three Sisters Springs	Request funding for ROW and CST	\$2.6 million

New Project	Adamo Drive	Hillsborough	SUN Trail Network	Project will install a 12-foot-wide asphalt trail, replacing existing sidewalk and filling in gaps along SR 60, and make intersection safety enhancements at SR 60 and N 34th Street. Project will begin east of SR 60 (Adamo Drive) and N 22nd St at the terminus of the existing Adamo Drive Greenway, continue along the north side of SR 60 to the intersection of N 34th Street, cross SR 60 and terminate at the existing Selmon Greenway Trail.	Request funds for PE, ROW, CST	\$2,117,392
New Project	SR 54 Overpass at Starkey Blvd	Pasco	SUN Trail Network	The overpass would bridge SR 54, connecting the Starkey Gap Trail to the Starkey Boulevard multi-use path, providing bike/pedestrian users of both the trail and SR 54 with a safe grade-separated crossing of a busy, high-speed arterial highway.	Request funds for PE, ROW, CST	\$8,076,889



## 2020 TRIP PRIORITY PROJECT LIST

West Central Florida  
Metropolitan Planning Organizations Chairs Coordinating Committee  
Transportation Regional Incentive Program (TRIP)

**ENDORSED BY THE CCC BOARD**

**July 10, 2020**

Manatee

2020 Rank	Project	Description	Agency	TRIP Request
1	Moccasin Wallow Road	From I-75 east to U.S. 301	Manatee	\$ 33,548,490

Notes:



## 2020 TRIP PRIORITY PROJECT LIST

West Central Florida  
Metropolitan Planning Organization Chair Coordinating Committee  
Transportation Regional Incentive Program (TRIP)

**ENDORSED BY THE CCC BOARD**

**July 10, 2020**

2020 Rank	Project	Description	Agency	TRIP Request	Total Cost	Notes
1	I-275 (SR 93) I-275/SR 60 INTERCHANGE	New Interchange	FDOT	FUNDED	\$231.67m	ROW
	I-275/SR 93 FM S OF SR 60 TO S OF LOIS, SR 60 FM S OF I-275 TO SR 589	Interstate Modification Section 4			\$1,274.12m	CST
2	SR 686 FROM W OF I-275 TO W OF 9TH ST N	New Road - Roosevelt Connector	Pinellas	\$3,500,000	\$99.2m	Need application for PE phase
3	LITTLE RD ATMS SYSTEM EXPANSION (TRINITY BLVD TO SR 54)	Design	Pasco	\$50,000	\$100K	Rescoping the project
		Construction		\$340,000	\$680,000	
4	Trinity Blvd. ATMS system expansion (Little Rd. to SR 54)	Design	Pasco	\$95,000	\$190,000	Rescoping the project
		Construction		\$601,000	\$1,200,000	
5	US 19 CORRIDOR TRANSPORTATION INTERMODAL (TRANSIT) CENTER	PE/ROW/CST for Intermodal Transit Center	Pasco	\$1,500,000	\$3.00m	Application not submitted. On hold.
6	SR 686/E BAY DR @ STARKEY/KEENE RD	Intersection Improvements (increase capacity)	Pinellas	\$1,250,000	\$2.50m	Application not submitted
7	BARCLAY AVE FROM SR 50 TO POWELL RD	2 to 4 lanes	Hernando	\$2,500,000	\$11.72m	Unfunded ROW remains an issue and is not ready for funding.

Attachment: D7 TRIP Projects 2020 (17287 : West Central Florida MPO Chairs Coordinating Committee





### 2020 TRIP PRIORITY PROJECT LIST

West Central Florida  
Metropolitan Planning Organization Chair Coordinating Committee  
Transportation Regional Incentive Program (TRIP)

**ENDORSED BY THE CCC BOARD**  
**July 10, 2020**

2020 Rank	Project	Description	Agency	TRIP Request	Total Cost	Notes
8	OLD PASCO RD (SR 54 TO SR 52)	Advance ROW	Pasco	\$5,800,000	\$ 12,000,000	Application submitted for CIGP funds for advance ROW in 2024. Future applications for ROW & Construction will include requests for CIGP and TRIP funding.
9	SR 60/GULF TO BAY AT BELCHER RD.	Intersection Improvements	Pinellas	-	-	New Project.
10	OVERPASS RD (East of Boyette Rd. to U.S. 301)	ROW	Pasco	\$2,500,000	\$ 5,000,000	CIGP application will be submitted for funding in FY 23 for the ROW phase.

Attachment: D7 TRIP Projects 2020 (17287 : West Central Florida MPO Chairs Coordinating Committee



**AGENDA ITEM**

**TITLE**

Lighting Discussion - US 19 at Centralia Road, and US 19 at Knuckey Road

**BRIEF OVERVIEW**

Recently an email requesting street lighting at the intersection of US 19 and Centralia, and US 19 and Knuckey Road was submitted by Mr. Jeremy Foskitt. Mr. Foskitt expressed concerns regarding the driving conditions and visibility at night along US 19 at these intersections.

The street lighting request was coordinated with the Florida Department of Transportation (FDOT). A warrant study was conducted by FDOT and based on the findings; the requested lighting is not warranted at this time.

This item is for discussion purposes.

**FINANCIAL IMPACT**

None at this time.

**REVIEW PROCESS**

Carlene Riecscs	Completed	08/13/2020 1:04 PM
Cayce Reagin Dagenhart	Completed	08/13/2020 3:18 PM
Steven Diez	Completed	08/13/2020 3:28 PM
Garth Coller	Completed	08/14/2020 9:32 AM
Theresia Saenz	Completed	08/27/2020 12:19 PM
MPO	Pending	09/10/2020 1:30 PM

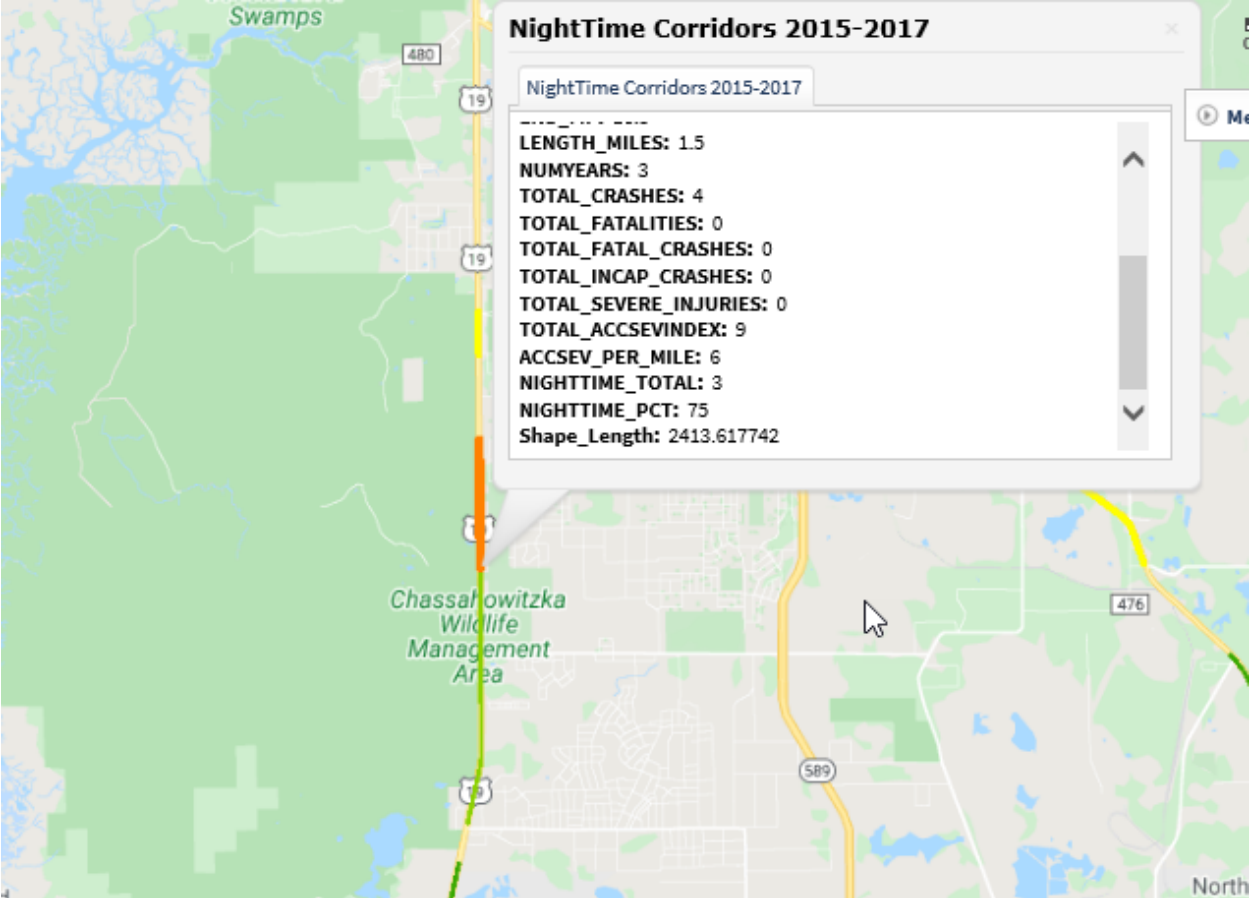
## Warranting Criteria

*This section includes example methods for determining lighting warrant for roadway lighting systems. AASHTO provides warranting methods for continuous freeway lighting, complete interchange lighting, and partial interchange lighting. Other methods for collector/arterial/local roads as well as for intersections have been included in this section for information.*

*It is important to note that warrants do not represent a requirement to provide lighting. Satisfaction of a lighting warrant shall not in itself require the installation of a lighting system.*







Attachment: Warrant info FDOT (17295 : Lighting Discussion - US 19 at Centralia Road, and Knuckey Road)

**From:** [Steven Diez](#)  
**To:** [Carlene Riecs](#)  
**Subject:** FW: Resident Concern/Suggestions -- street lighting for the two intersections along US19 at Knuckey and Centralia.  
**Date:** Wednesday, July 22, 2020 8:18:24 AM  
**Attachments:** [image004.png](#)  
[image005.png](#)

**From:** Roscoe, Roger <[Roger.Roscoe@dot.state.fl.us](mailto:Roger.Roscoe@dot.state.fl.us)>  
**Sent:** Thursday, July 16, 2020 3:15 PM  
**To:** Hsu, Ping P <[Ping.Hsu@dot.state.fl.us](mailto:Ping.Hsu@dot.state.fl.us)>; Steven Diez <[StevenD@hernandocounty.us](mailto:StevenD@hernandocounty.us)>  
**Cc:** Schnedl, Genelle <[Genelle.Schnedl@dot.state.fl.us](mailto:Genelle.Schnedl@dot.state.fl.us)>; Chin, Ronald <[Ronald.Chin@dot.state.fl.us](mailto:Ronald.Chin@dot.state.fl.us)>  
**Subject:** RE: Resident Concern/Suggestions -- street lighting for the two intersections along US19 at Knuckey and Centralia.

Thank you very much for the quick response!!

Roger Roscoe, FCCM  
 Government Liaison  
 Florida Department of Transportation-District 7  
 11201 North McKinley Drive  
 Tampa, FL 33612  
 813-975-6411  
[roger.roscoe@dot.state.fl.us](mailto:roger.roscoe@dot.state.fl.us)

**From:** Hsu, Ping P <[Ping.Hsu@dot.state.fl.us](mailto:Ping.Hsu@dot.state.fl.us)>  
**Sent:** Thursday, July 16, 2020 3:09 PM  
**To:** [stevend@hernandocounty.us](mailto:stevend@hernandocounty.us)  
**Cc:** Roscoe, Roger <[Roger.Roscoe@dot.state.fl.us](mailto:Roger.Roscoe@dot.state.fl.us)>; Schnedl, Genelle <[Genelle.Schnedl@dot.state.fl.us](mailto:Genelle.Schnedl@dot.state.fl.us)>  
**Subject:** RE: Resident Concern/Suggestions -- street lighting for the two intersections along US19 at Knuckey and Centralia.

Thanks to help Roger out

**From:** Steven Diez <[StevenD@hernandocounty.us](mailto:StevenD@hernandocounty.us)>  
**Sent:** Thursday, July 16, 2020 2:59 PM  
**To:** Hsu, Ping P <[Ping.Hsu@dot.state.fl.us](mailto:Ping.Hsu@dot.state.fl.us)>  
**Subject:** RE: Resident Concern/Suggestions -- street lighting for the two intersections along US19 at Knuckey and Centralia.

Peter,

Thank you for the update. Was not aware the request was so recent. We will again share this information with local staff.

Steve Diez  
 Executive Director  
 Hernando/Citrus MPO  
 1661 Blaise Dr.  
 Brooksville, FL 34601  
 Phone: 352-754-4082  
 E-mail: [stevend@hernandocounty.us](mailto:stevend@hernandocounty.us)

**From:** Hsu, Ping P <[Ping.Hsu@dot.state.fl.us](mailto:Ping.Hsu@dot.state.fl.us)>  
**Sent:** Thursday, July 16, 2020 2:56 PM  
**To:** Steven Diez <[StevenD@hernandocounty.us](mailto:StevenD@hernandocounty.us)>; Scott Herring <[SHerring@co.hernando.fl.us](mailto:SHerring@co.hernando.fl.us)>; [roger.roscoe@dot.state.fl.us](mailto:roger.roscoe@dot.state.fl.us)  
**Cc:** Hall, Justin <[Justin.Hall@dot.state.fl.us](mailto:Justin.Hall@dot.state.fl.us)>; Wong, Edith <[Edith.Wong@dot.state.fl.us](mailto:Edith.Wong@dot.state.fl.us)>; Riha, William S <[William.Riha@dot.state.fl.us](mailto:William.Riha@dot.state.fl.us)>; Stewart, Chad <[Chad.Stewart@dot.state.fl.us](mailto:Chad.Stewart@dot.state.fl.us)>; Guthrie, Jo Ellyn <[JoEllyn.Guthrie@dot.state.fl.us](mailto:JoEllyn.Guthrie@dot.state.fl.us)>; Chin, Ronald <[Ronald.Chin@dot.state.fl.us](mailto:Ronald.Chin@dot.state.fl.us)>; Ebner, Joshua <[Joshua.Ebner@dot.state.fl.us](mailto:Joshua.Ebner@dot.state.fl.us)>  
**Subject:** FW: Resident Concern/Suggestions -- street lighting for the two intersections along US19 at Knuckey and Centralia.

Dear Steve, Scott & Roger: Happy Thursday afternoon and we can say TGIF soon

Scott sent the same request to Josh on 7/13 which I have personally investigate this intersection street lighting request and the response from FDOT is → These 2 un-signalized intersections (see arterial photos below) do not meet the “warrants” shown in [AASHTO Roadway Lighting Design Guide](#) & [FHWA Lighting Handbook](#). In both “manuals”, we will need to consider Night-to-day crash ratio + Benefit/Cost ratio to prioritize the implementation actions. These 2 un-signalized intersections have very low priority to install intersection lighting along US 19.

Chad Steward (D7 Traffic Design engineer) & I have a win-win solution to address this citizen’s request → Scott or citizen group can work with your local power company in this area to install one street lighting luminaire on the existing power pole along local road side (Knuckey and Centralia did have power poles at the corner of these 2 intersections). Hillsborough County uses this approach to address numerous citizen’s requests.

Please let me know any other help I can provide...

Attachment: FW\_Resident Concern\_Suggestions -- street lighting for the two intersections along US19 at Knuckey and Centralia. (17295 :



Peter Hsu, P.E.  
 District Safety Program Engineer  
 813-975-6251  
[ping.hsu@dot.state.fl.us](mailto:ping.hsu@dot.state.fl.us)

## Warranting Criteria

*This section includes example methods for determining lighting warrant for roadway lighting systems. AASHTO provides warranting methods for continuous freeway lighting, complete interchange lighting, and partial interchange lighting. Other methods for collector/arterial/local roads as well as for intersections have been included in this section for information.*

*It is important to note that warrants do not represent a requirement to provide lighting. Satisfaction of a lighting warrant shall not in itself require the installation of a lighting system.*



**From:** Steven Diez <[StevenD@hernandocounty.us](mailto:StevenD@hernandocounty.us)>  
**Sent:** Thursday, July 16, 2020 7:59 AM  
**To:** Roscoe, Roger <[Roger.Roscoe@dot.state.fl.us](mailto:Roger.Roscoe@dot.state.fl.us)>  
**Subject:** FW: Resident Concern/Suggestions

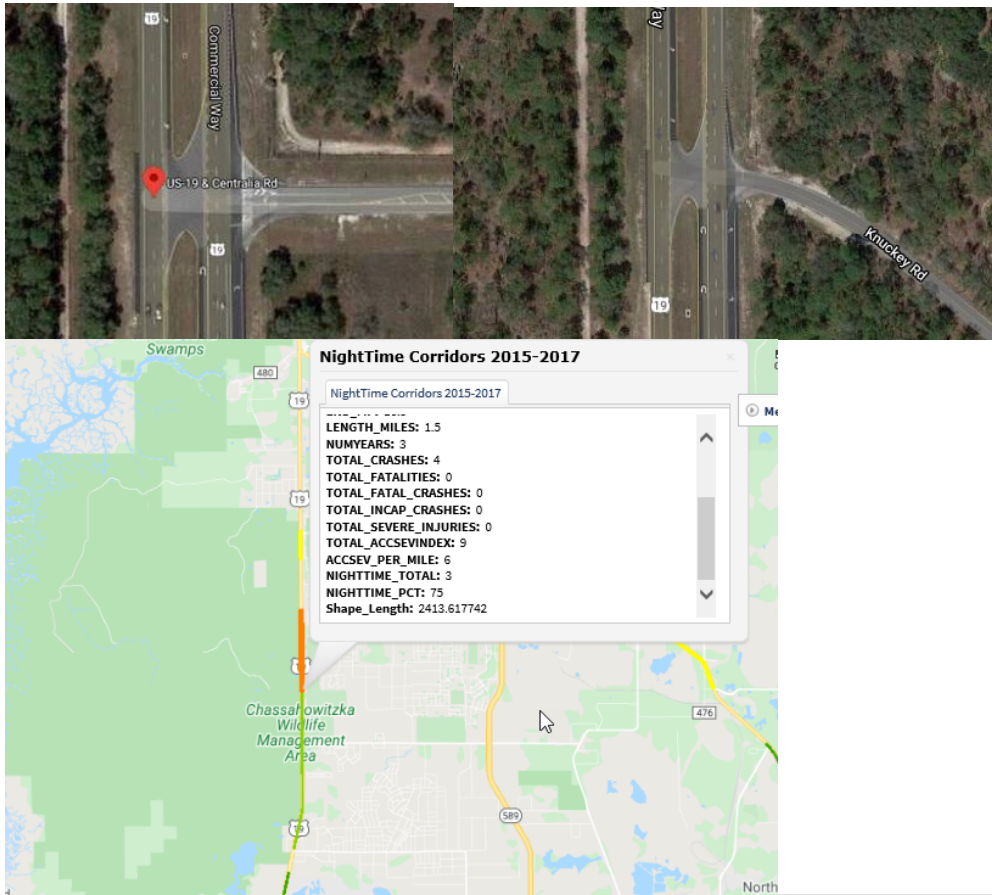
**EXTERNAL SENDER:** Use caution with links and attachments.

Roger,

Please forward this request for street lighting from a citizen and referred by Comm. Allocco. This is for street lighting for the two intersections along US19 at Knuckey and Centralia.  
 Thank you.

Steve Diez  
 Executive Director  
 Hernando/Citrus MPO  
 1661 Blaise Dr.  
 Brooksville, FL 34601  
 Phone: 352-754-4082  
 E-mail: [stevend@hernandocounty.us](mailto:stevend@hernandocounty.us)

Attachment: FW\_ Resident Concern\_Suggestions -- street lighting for the two intersections along US19 at Knuckey and Centralia. (17295 :



**From:** John Allocco <[JAllocco@co.hernando.fl.us](mailto:JAllocco@co.hernando.fl.us)>

**Sent:** Wednesday, July 15, 2020 9:37 PM

**To:** Jeremy Foskitt <[jfoskitt@gmail.com](mailto:jfoskitt@gmail.com)>; Steven Diez <[StevenD@hernandocounty.us](mailto:StevenD@hernandocounty.us)>; Scott Herring <[SHerring@co.hernando.fl.us](mailto:SHerring@co.hernando.fl.us)>

**Subject:** Re: Resident Concern/Suggestions

Steve,

Can you please make sure that the two intersections on US19 ( Knuckey and Centralia) are placed on the next MPO agenda for discussion. With the growth along these roads, especially Centralia, I believe the conversation is a valid one for street lighting at the intersections.

**From:** Jeremy Foskitt <[jfoskitt@gmail.com](mailto:jfoskitt@gmail.com)>

**Sent:** Wednesday, July 15, 2020, 19:28

**To:** John Allocco

**Subject:** Re: Resident Concern/Suggestions

Good evening, Commissioner -

I wanted to take a moment to thank you for your help in getting a response to my concerns. Scott was professional and prompt, unfortunately the Weeki Wachee signs are not available by FDOT.

He informed me that streetlights are installed throughout Hernando County using the Municipal Services Benefit Unit (MSBU) process. It is Hernando County's policy to not install street lights at other locations. The Streetlights that have been installed on SR 50 were installed by the Florida Department of Transportation (FDOT) after FDOT undertook an analysis to determine if the roadway met the requirements for streetlights. At this time, FDOT does not have plans to provide street lighting on US 19 (SR 56) at the Knuckey and Centralia intersections. May be worth further consideration in the future as these are difficult to see at night from 19.

As it relates to the litter pickup, a litter pickup was completed this past week. He informed me that typically litter pick ups are done in conjunction with the mowing cycle for these roadways which is every 30 days(+/-). Although supplemented in the past with work crews from the detention facilities, due to COVID-19, Hernando County is not currently getting work crews from the detention facilities. Good info - unfortunately, some more trash has shown up there - my guess is that it will take a few cycles for people to start to get the hint! I'll try and remember a garbage bag on my next walk and collect what I can.

Finally, I really hate to be "that guy" or the overly concerned citizen, but I would really appreciate your help in getting the attached items addressed. I have attached pictures and specific addresses for ease in two documents (I will send the second one momentarily). In particular, the drainage on Myrtle Warbler/Sage Thrasher and the gravel request would be immensely helpful (document 3).

Thank you again for your time and assistance. I really hope I am not too annoying - I just want to help the County be better, is all.

Jeremy



On Wed, Jul 8, 2020 at 2:27 PM John Allocco <[JAllocco@co.hernando.fl.us](mailto:JAllocco@co.hernando.fl.us)> wrote:

My pleasure sir. If the road litter and signs are not addressed please contact me again.

John Allocco  
Hernando County Commissioner  
District 3  
20 N. Main St. Room 263  
Brooksville, FL 34601  
352-754-4144

---

**From:** Jeremy Foskitt <[jfoskitt@gmail.com](mailto:jfoskitt@gmail.com)>  
**Sent:** Wednesday, July 8, 2020 2:07:17 PM  
**To:** John Allocco <[JAllocco@co.hernando.fl.us](mailto:JAllocco@co.hernando.fl.us)>  
**Subject:** Re: Resident Concern/Suggestions

Hi John,

Thank you for the prompt response. I really appreciate your help!

Jeremy

---

**From:** John Allocco <[JAllocco@co.hernando.fl.us](mailto:JAllocco@co.hernando.fl.us)>  
**Date:** Wednesday, July 8, 2020 at 1:35 PM  
**To:** "Jeremy Foskitt, MA, MBA, SHRM-CP" <[jfoskitt@gmail.com](mailto:jfoskitt@gmail.com)>  
**Cc:** Scott Herring <[SHerring@co.hernando.fl.us](mailto:SHerring@co.hernando.fl.us)>  
**Subject:** Re: Resident Concern/Suggestions

Scott,

Please read the concerns regarding Centralia and Knuckey roads. Mr Foskitt is also asking about Weeki Wachee signs. I only believe there are two.

Respectfully,

John Allocco  
Hernando County Commissioner,  
District 3

On Jul 8, 2020, at 11:20 AM, Jeremy Foskitt <[jfoskitt@gmail.com](mailto:jfoskitt@gmail.com)> wrote:

Good morning, Commissioner Allocco -

I hope you are having a good week and staying safe. I am writing to you today to ask for your assistance in addressing a few issues that I have noticed and wanted to bring to your attention.

- It is incredibly difficult, even with appropriate signage to see the approaching roads Knuckey and Centralia. At night coming in from 19, both my parents and I have missed the roads several times. As 19 is already a dangerous stretch of roadway, **what is the feasibility of installing a streetlight at the intersections of both 19/Knuckey and 19/Centralia?**
- The segment of Knuckey Road between 19 and Leilani Drive is filled with litter. I have submitted a request to the County over a month ago to have the trash addressed but have not received a response. There is even a sign at the entrance of Knuckey off of 19 that indicates a \$500 fine for litter! **May you follow up with the appropriate agency to have the litter addressed on this segment of roadway?**
- **Is there any possibility of purchasing/donating money to the County for old Weeki Wachee roadway signs?** I ask the question because my parents and I would love a memento of the town of Weeki Wachee before any signs are removed after the town's dismantling.

Since my parents relocated here over two years ago in the Royal Highlands area; I have fallen in love with the rural charm, genuine people, and natural beauty of Florida's Adventure Coast! Hernando County really is a hidden gem in Florida and an exceptional place to live and work.

I appreciate your assistance in addressing these issues for the betterment of District 3 and look forward to establishing a healthy relationship with Hernando County government!

Thank you and stay safe,

Jeremy Foskitt

11006 Sage Thrasher Ave.

Weeki Wachee, FL 34614

---

Jeremy J. Foskitt, M.A., MBA, SHRM-CP

(407) 516-5420

[LinkedIn](#)

Consider the environment before printing this email.

--

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Jeremy J. Foskitt, M.A., MBA, SHRM-CP

(407) 516-5420

[LinkedIn](#)

Consider the environment before printing this email.

Attachment: FW\_ Resident Concern\_Suggestions -- street lighting for the two intersections along US19 at Knuckey and Centralia. (17295 :

**AGENDA ITEM**

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**TITLE**

Transportation Impact Fee Study Update

---

**BRIEF OVERVIEW**

In October 2019, the MPO Board approved a scope of services to Tindale Oliver and Associates to prepare an update of the roads impact fee rate study for Hernando County. The study was completed and presented to the Hernando County BOCC on June 23, 2020.

Chapter 163.31801, Florida Statutes, requires that the calculation of impact fee rates be based on the most recent and localized data. In the event of a challenge, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of this state legal precedent. Local ordinances for the individual fees also recommend that the rates be reviewed every five (5) years.

The Hernando BOCC voted to approve the methodology proposed in the updated study and authorize Tindale Oliver and Associates to finalize the report. The study recommendations included updates to several land use categories based upon the most recent and localized trip generation rate data. At the BOCC's August 11, 2020, meeting, the Board approved rates for the new land use categories at 22% of the fully calculated impact fee rate documented by the study, and all other rates remained at 22% of the 2013 study and do not change.

A copy of the finalized study is being provided to the MPO Board for informational purposes.

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**FINANCIAL IMPACT**

No financial impact at this time.

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**LEGAL NOTE**

The MPO Board has the authority to review this item under Section 339.175, Florida Statutes. (2020-297)

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**STAFF RECOMMENDATION**

No action is required by the Board. This is an informational item.

**REVIEW PROCESS**

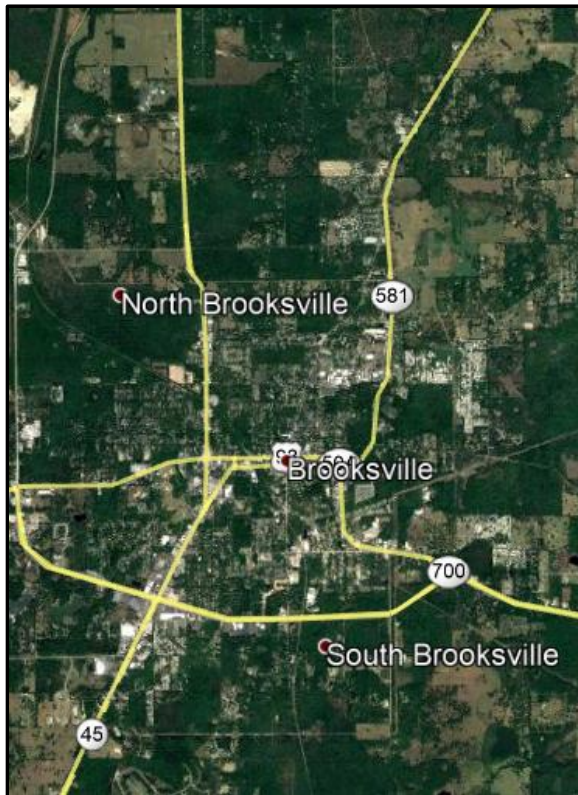
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Carlene Riecsc	Completed	08/07/2020 8:56 AM
Cayce Reagin Dagenhart	Completed	08/11/2020 4:27 PM
Mary Elwin	Completed	08/17/2020 6:20 PM
Steven Diez	Completed	08/13/2020 10:21 AM
Garth Coller	Completed	08/26/2020 11:00 AM
Theresia Saenz	Completed	08/27/2020 11:49 AM
MPO	Pending	09/10/2020 1:30 PM



# Hernando County Roads Impact Fee Update Study

**Final Report  
June 29, 2020**



Prepared for:

**Hernando County and  
Hernando/Citrus MPO**  
20 North Main Street  
Brooksville, FL 34601  
ph (352) 754-4057

Prepared by:

**Tindale Oliver**  
1000 N. Ashley Dr., #400  
Tampa, Florida 33602  
ph (813) 224-8862  
fax (813) 226-2106  
E-mail: [nkamp@tindaleoliver.com](mailto:nkamp@tindaleoliver.com)  
122095-06.19

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

# Hernando County Roads Impact Fee Update Study

## Table of Contents

**INTRODUCTION** ..... 1

    Methodology..... 1

    Legal Overview..... 2

**DEMAND COMPONENT** ..... 6

    Travel Demand..... 6

    Land Use Changes..... 6

    Interstate & Toll Facility Adjustment Factor..... 10

**COST COMPONENT**..... 11

    County Roadway Cost..... 11

    State Roadway Cost..... 13

    Summary of Costs (Blended Cost Analysis) ..... 16

    Vehicle-Miles of Capacity Added per Lane Mile..... 16

    Cost per Vehicle-Mile of Capacity..... 17

**CREDIT COMPONENT**..... 18

    Capital Improvement Credit..... 18

    Present Worth Variables..... 19

**CALCULATED ROADS IMPACT FEE SCHEDULE**..... 21

    Roads Impact Fee Calculation..... 22

    Roads Impact Fee Comparison..... 23

**Appendices:**

- Appendix A:** Demand Component
- Appendix B:** Cost Component
- Appendix C:** Credit Component
- Appendix D:** Calculated Roads Impact Fee Schedule

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

# Introduction

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Hernando County’s Roads Impact Fee Ordinance was originally adopted and went into effect in 1986 to assist the County in providing adequate roadway facilities for expected growth. The fee has since been updated multiple times, with the most recent update occurring in 2013. The current rates are based on the Hernando County Board of County Commission’s policy decision to adopt the 2013 study at 22 percent of the full calculated fee levels. To reflect most recent and localized data, the County retained Tindale Oliver to update the technical study that will be the basis for the updated fee schedule. The figures included in this study represent the technically calculated level of impact fees that the County could charge; however, the Board of County Commission may choose to discount the fees as a policy decision.

## *Methodology*

Consistent with the County’s current adopted methodology, the methodology used for the roads impact fee study continues to follow a consumption-based impact fee approach in which new development is charged based upon the proportion of vehicle-miles of travel (VMT) that each unit of new development is expected to consume of a lane mile of roadway network.

Included in this document is the necessary support material used in the calculation of the roads impact fee. The general equation used to compute the impact fee for a given land use is:

$$\text{[Demand x Cost]} - \text{Credit} = \text{Fee}$$

The “demand” for travel placed on a roadway system is expressed in units of Vehicle-Miles of Travel (VMT) (daily vehicle-trip generation rate x the trip length x the percent new trips [of total trips]) for each land use contained in the impact fee schedule. Trip generation represents the average daily rates since new development consumes trips on a daily basis.

The “cost” of building new capacity is typically expressed in units of dollars per vehicle-mile of roadway capacity. Consistent with the current adopted methodology, the cost is based on recent roadway costs for county and state facilities.

The “credit” is an estimate of future non-impact fee revenues generated by new development that are allocated to provide roadway capacity expansion. The impact fee is considered to be an

“up front” payment for a portion of the cost of a lane-mile of capacity that is directly related to the amount of capacity consumed by each unit of land use contained in the impact fee schedule, that is not paid for by future tax revenues generated by the new development activity over the next 25 years. These credits are required under the supporting case law for the calculation of impact fees where a new development activity must be reasonably assured that they are not paying, or being charged, twice for the same level of service.

The input variables used in the fee equation are as follows:

*Demand Variables:*

- Trip generation rate
- Trip length
- Percent new trips
- Interstate & Toll Facility Adjustment Factor

*Cost Variables:*

- Cost per lane-mile
- Capacity added per lane mile constructed

*Credit Variables:*

- Equivalent gas tax credit (pennies)
- Present worth
- Fuel efficiency
- Effective days per year

***Legal Overview***

In Florida, legal requirements related to impact fees have primarily been established through case law since the 1980’s. Impact fees must comply with the “dual rational nexus” test, which requires that they:

- Be supported by a study demonstrating that the fees are proportionate in amount to the need created by new development paying the fee; and
- Be spent in a manner that directs a proportionate benefit to new development, typically accomplished through establishment of benefit districts and a list of capacity-adding projects included in the County’s Capital Improvement Plan, Capital Improvement Element, or another planning document/Master Plan.



In 2006, the Florida legislature passed the “Florida Impact Fee Act,” which recognized impact fees as “an outgrowth of home rule power of a local government to provide certain services within its jurisdiction.” § 163.31801(2), Fla. Stat. The statute – concerned with mostly procedural and methodological limitations – did not expressly allow or disallow any particular public facility type from being funded with impact fees. The Act did specify procedural and methodological prerequisites, such as the requirement of the fee being based on most recent and localized data, a 90-day requirement for fee changes, and other similar requirements, most of which were common to the practice already.

More recent legislation further affected the impact fee framework in Florida, including the following:

- **HB 227 in 2009:** The Florida legislation statutorily clarified that in any action challenging an impact fee, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent or the Impact Fee Act and that the court may not use a deferential standard.
- **SB 360 in 2009:** Allowed fees to be decreased without the 90-day notice period required to increase the fees and purported to change the standard of legal review associated with impact fees. SB 360 also required the Florida Department of Community Affairs (now the Department of Economic Opportunity) and Florida Department of Transportation (FDOT) to conduct studies on “mobility fees,” which were completed in 2010.
- **HB 7207 in 2011:** Required a dollar-for-dollar credit, for purposes of concurrency compliance, for impact fees paid and other concurrency mitigation required. The payment must be reduced by the percentage share the project’s traffic represents of the added capacity of the selected improvement (up to a maximum of 20 percent or to an amount specified by ordinance, whichever results in a higher credit). The courts have not yet taken up the issue of whether a local government may still charge an impact/mobility fee in lieu of proportionate share if the impact/mobility fee is higher than the calculated proportionate share contribution.
- **HB 319 in 2013:** Applied mostly to concurrency management authorities, but also encouraged local governments to adopt alternative mobility systems using a series of tools identified in section 163.31801(5)(f), Florida Statutes.

Under HB 319, a mobility fee funding system expressly must comply with the dual rational nexus test applicable to traditional impact fees. Furthermore, any mobility fee revenues collected must be used to implement the local government’s plan, which served as the basis for the fee. Finally, under HB 319, an alternative mobility system, that is not mobility

fee-based, must not impose upon new development any responsibility for funding an existing transportation deficiency.

- **HB 207 in 2019:** Included the following changes to the Impact Fee Act along with additional clarifying language:
  1. Impact fees cannot be collected prior to building permit issuance; and
  2. Impact fee revenues cannot be used to pay debt service for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential and commercial construction.
- **HB 7103 in 2019:** Addressed multiple issues related to affordable housing/linkage fees, impact fees, and building services fees. In terms of impact fees, the bill required that when local governments increase their impact fees, the outstanding impact fee credits for developer contributions should also be increased. This requirement will operate prospectively. This bill also allowed local governments to waive/reduce impact fees for affordable housing projects without having to offset the associated revenue loss.
- **SB 1066 in 2020:** Added language allowing impact fee credits to be assignable and transferable at any time after establishment from one development or parcel to another that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or district within the same local government jurisdiction. In addition, added language indicating any new/increased impact fee not being applicable to current or pending permit applications submitted prior to the effective date of an ordinance or resolution imposing new/increased fees.

The following paragraphs provide further detail on the generally applicable legal standards applicable here.

#### Impact Fee Definition

- An impact fee is a one-time capital charge levied against new development.
- An impact fee is designed to cover the portion of the capital costs of infrastructure capacity consumed by new development.
- The principle purpose of an impact fee is to assist in funding the implementation of projects identified in the Capital Improvements Element (CIE) and other capital improvement programs for the respective facility/service categories.

### Impact Fee vs. Tax

- An impact fee is generally regarded as a regulatory function established based upon the specific benefit to the user related to a given infrastructure type and is not established for the primary purpose of generating revenue for the general benefit of the community, as are taxes.
- Impact fee expenditures must convey a proportional benefit to the fee payer. This is accomplished through the establishment of benefit districts, where fees collected in a benefit district are spent in the same benefit district.
- An impact fee must be tied to a proportional need for new infrastructure capacity created by new development.

This technical report has been prepared to support legal compliance with existing case law and statutory requirements. Information supporting this analysis was obtained from the County and other sources, as indicated.

## Demand Component

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### *Travel Demand*

Travel demand is the amount of a roadway system consumed by a unit of new land development activity. Demand is calculated using the following variables and is measured in terms of vehicle-miles of new travel (VMT) a unit of development places on the existing roadway system:

- Number of daily trips generated (Trip Generation Rate = TGR)
- Average length of those trips (Trip Length = TL)
- Proportion of travel that is new travel, rather than travel that is already traveling on the road system and is captured by new development (Percent New Trips = PNT)

As part of this update, the trip characteristics variables were primarily obtained from two sources: (1) trip characteristics studies previously conducted throughout Florida (Florida Studies Database) and (2) the Institute of Transportation Engineers' (ITE) *Trip Generation Handbook* (10<sup>th</sup> Edition). The Florida Studies Database (included in Appendix A) was used to determine trip length, percent new trips, and the trip generation rate for several land uses. In addition, Tables A-35 through A-38 provide a comparison of the changes to the demand variables used in the 2013 study and this update study.

### *Land Use Changes*

As part of this update study, several land uses were revised/added/removed from the Hernando County fee schedule to reflect the most recent ITE Trip Generation Handbook data or to provide additional land uses that the County may be permitting.

### **ITE Trip Generation Handbook Adjustments**

Hernando County's 2013 study was based on the ITE 9<sup>th</sup> Edition data. The 10<sup>th</sup> Edition was published in 2017 and included significant changes, such as removal of all trip characteristics studies conducted prior to 1980, addition of new studies, and regrouping of certain land uses. The following paragraphs summarize resulting changes to the land uses that are included in the County's fee schedule.

### Multi-Family Housing

The current roads impact fee schedule includes “multi-family (apartment)” and “residential condominium/townhouse” land uses. ITE 10<sup>th</sup> Edition has realigned these uses, creating a combined “multi-family housing” category, with differentiation in trip generation rate based on the number of stories. This change is incorporated into the impact fee schedule, shown by Land Use Code (LUC) used by ITE:

- LUC 220 (multi-family, low-rise, 1-2 floors) – includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have one or two levels (floors).
- LUC 221 (multi-family, mid-rise, 3-10 floors) – includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have between three and 10 levels (floors).

While the Hernando County Code of Ordinances states that no multi-family building shall exceed three stories, it is possible to receive height deviations for mid-rise multi-family development through the planned development process (PDP).

### Senior Adult Housing (Detached)

This land use appears in the current roads impact fee schedule as “Retirement Community/Age-Restricted (Detached)” and was renamed to “Senior Adult Housing (Detached)” to correspond with the ITE 10<sup>th</sup> Edition definition and to differentiate from the other similar land uses. Senior adult housing consists of detached independent living developments, including retirement communities, age-restricted housing, and active adult communities. These developments may include amenities such as golf courses, swimming pools, 24-hour security, transportation, and common recreational facilities. However, they generally lack centralized dining and on-site health facilities. Detached senior adult housing communities may or may not be gated. Residents in these communities live independently, are typically active (requiring little to no medical supervision) and may or may not be retired.

### General Office

For the general office land use, the updated trip generation rate data in ITE 10<sup>th</sup> Edition indicate that there is little variation in the trip generation rate as the square footage of the facility increases. Therefore, the updated impact fee schedule includes a single office fee rate as opposed to current roads impact fee schedule, which includes three office rate tiers (100,000 sq ft or less; 100,001-200,000 sq ft; greater than 200,000 sq ft).

### Retail (General Commercial)

For the retail/commercial land use, the updated trip generation rate data in ITE 10<sup>th</sup> Edition, along with the trip length and percent new trips regression curves indicate a relatively minor variation in VMT as the square footage of the facility increases. Therefore, the updated impact fee schedule includes a single retail fee rate as opposed to the current roads impact fee schedule, which includes two general commercial tiers (50,000 sfgla or less; greater than 50,000 sfgla).

### Gas Station w/Convenience Market

The current roads impact fee schedule includes a “service station” land use (LUC 944). ITE 10<sup>th</sup> Edition has realigned this use with other similar uses and added the “super” convenience land use, with differentiation in trip generation rate based on the size of the convenience market. This update was incorporated into the impact fee schedule, shown by the land use codes used by ITE:

- LUC 944: Gas Station w/Convenience Market <2,000 sq ft
- LUC 945: Gas Station w/Convenience Market 2,000 to 2,999 sq ft
- LUC 960: Gas Station w/Convenience Market 3,000+ sq ft

This re-alignment eliminates the need for a similar use in the existing roads impact fee schedule, LUC 853 (convenience market w/gasoline), and therefore, LUC 853 was removed to simplify the County’s roads impact fee schedule and reduce any potential confusion in terms of classifying new development.

### General Heavy Industrial

The current roads impact fee schedule includes LUC 120, general heavy industrial, which is removed from ITE 10<sup>th</sup> Edition. Therefore, this land use has been removed from the County’s roads impact fee schedule.

### Significant ITE Adjustments

As previously mentioned, the 10<sup>th</sup> Edition included significant changes, which affect the impact fee rates. Below is a listing of several land uses that show significant trip generation rate variation when compared to the previous update study. Additional detail is provided in Appendix A, Table A-36.

- Motel: -40%
- Golf Course: -26%
- Elementary School: +47%
- Middle School: +31%
- Day Care Center: -31%

- Building Materials/Lumber Store: -60%
- Hardware/Paint Store: -82%
- Bank/Savings with Drive-Thru: -36%
- General Light Industrial: -29%
- Industrial Park: -51%
- Mini-Warehouse: -31%

### **Additional Land Uses for Consideration**

Discussions with Hernando County representatives suggested that the addition of following land uses may be beneficial as the permitting of these types of land uses seems to be increasing.

#### **Senior Adult Housing (Attached)**

This land use was added to the land use schedule for consideration. Senior adult housing consists of attached independent living developments, including retirement communities, age-restricted housing, and active adult communities. These developments may include limited social or recreational services. However, they generally lack centralized dining and on-site medical facilities. Residents in these communities live independently, are typically active (requiring little to no medical supervision) and may or may not be retired.

#### **Assisted Living**

An assisted living complex is a residential setting that provides either routine general protective oversight or assistance with activities necessary for independent living to mentally or physically limited persons. It commonly has separate living quarters for residents. Its services typically include dining, housekeeping, social and physical activities, medication administration, and transportation. Alzheimer's and ALS care are commonly offered by these facilities, though the living quarters for these patients may be located separately from the other residents. Assisted care commonly bridges the gap between independent living and nursing homes. Staff may be available at an assisted care facility 24 hours a day, but skilled medical care – which is limited in nature – is not required.

#### **Continuing Care Retirement Center**

This land use was added to the land use schedule for consideration. A continuing care retirement center (CCRC) is a land use that provides multiple elements of senior adult living. CCRCs combine aspects of independent living with increased care, as lifestyle needs change with time. Housing options may include various combinations of senior adult (detached), senior adult (attached), congregate care, assisted living, and skilled nursing care – aimed at allowing the residents to live

in one community as their medical needs change. The communities may also contain special services such as medical, dining, recreational, and some limited, supporting retail facilities. CCRCs are usually self-contained villages.

### Public Assembly

This land use was added to the land use schedule for consideration. Examples of this land use include, but are not limited to gathering places used by religious, fraternal or other non-profit organizations, such as Veterans of Foreign Wars (VFW), Rotary Club, etc.

### **Interstate & Toll Facility Adjustment Factor**

This variable is used to recognize that interstate highway and toll facility improvements are funded by the State (specifically, the Florida Department of Transportation) using earmarked State and Federal funds. Typically, roads impact fees are not used to pay for these improvements and the portion of travel occurring on the interstate/toll facility system is usually eliminated from the total travel for each use.

To calculate the interstate and toll (I/T) facility adjustment factor, the loaded highway network file was generated using the Tampa Bay Regional Planning Model (TBRPM v8.2a). A select zone analysis was run for all traffic analysis zones located within the Hernando County in order to differentiate trips with an origin and/or destination within the county versus trips that simply passed through the county.

The analysis reviewed trips on all interstate and toll facilities within Hernando County, including, Interstate 75 and the Suncoast Parkway. The limited access vehicle-miles of travel (Limited Access VMT) for county-generated trips with an origin and/or destination within county was calculated for the identified limited access facilities. Next, the total VMT was calculated for all county-generated trips with an origin and/or destination within Hernando County for all roads, including limited access facilities.

The I/T adjustment factor of 8.1 percent was determined by dividing the total limited access VMT by the total countywide VMT. Total county VMT reduced by this factor is representative of only the roadways that are eligible to be funded with roads impact fee revenues. Appendix A, Table A-1 provides further detail on this calculation.



## Cost Component

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Cost information from Hernando County and other counties in Florida was reviewed to develop a unit cost for all phases involved in the construction of one lane-mile of roadway capacity. Appendix B provides the data and other support information utilized in these analyses.

### ***County Roadway Cost***

This section examines the right-of-way (ROW), construction, and other cost components associated with county roads with respect to roadway capacity expansion improvements in Hernando County. In addition to local data, bid data for recently completed/ongoing projects throughout Florida were used to supplement the cost data for county roadway improvements. The cost for each roadway capacity project was separated into four components: design, right-of-way (ROW), construction, and construction engineering/inspection (CEI).

#### Design and CEI

Design costs for county roads were estimated at 11 percent of construction phase costs based on a review of recent roads/transportation impact fee studies throughout Florida. Additional detail is provided in Appendix B, Table B-2.

CEI costs for county roads were estimated at nine (9) percent of construction phase costs based on a review of recent roads/transportation impact fee studies throughout Florida. Additional detail is provided in Appendix B, Table B-8.

#### Right-of-Way

The ROW cost reflects the total cost of the acquisitions along a corridor that were necessary to have sufficient cross-section width to widen an existing road or, in the case of new construction, to build a new road. Due to limited recent local acquisition data, this factor was determined through a review of the ROW-to-construction cost ratios for county road unit costs in previously completed impact fee studies throughout Florida. For county roadways, the ROW factors ranged from 32 percent to 60 percent with an average of 42 percent. For purposes of this update study and based on discussions with County representatives, the ROW cost for county roads is estimated at 40 percent of the construction cost per lane mile. Additional detail is provided in Appendix B, Table B-3.

### Construction

The construction cost for county roads was based on recently bid projects and future estimates in Hernando County and in other communities in Florida. A review of construction cost of improvements in Hernando County since 2013 identified two capacity expansion projects:

- Cortez Blvd Frontage Rd @ I-75
- Barclay Ave from San Antonio Rd to Powell Rd/Elgin Blvd

The Cortez Blvd improvement features a curb & gutter design with a construction cost of \$1.67 million per lane mile, which is reflective of lower costs associated with frontage roads. The Barclay Ave project features an open drainage design with a construction cost estimate of \$2.73 million per lane mile.

### *Curb & Gutter Design*

In addition to the Cortez Blvd project in Hernando County, recent improvements from other suburban/rural counties throughout Florida were reviewed to increase the sample size. This review included over 98 lane miles of lane addition and new road construction improvements with a weighted average cost of approximately \$2.80 million per lane mile. Additional data is provided in Appendix B, Table B-4.

Based on a review of these data sets and discussions with County representatives, construction cost is estimated at **\$2.80 million** per lane mile for curb & gutter county road improvements.

### *Open Drainage Design*

Due to the small sample of open drainage capacity projects, the cost per lane mile for county roads with open drainage-design characteristics was calculated based on the relationship between curb & gutter and open drainage roadway costs from the FDOT District 7 Long Range Estimates (LRE). Based on these cost estimates, the costs for roadways with open drainage-design characteristics were estimated at approximately 74 percent of the costs for roadways with curb & gutter-design characteristics. Additional detail is provided in Appendix B, Tables B-1 and B-5.

To determine the weighted average cost for county roadways, the cost for curb & gutter and open drainage roadways were weighted based on the distribution of Hernando County roadways included in the Hernando-Citrus MPO's 2045 Long Range Transportation Plan's (LRTP) Cost Feasible Plan. As shown in Table 1, the weighted average county roadway construction cost was

calculated at approximately \$2.11 million per lane mile, with a total weighted average cost of \$3.37 million per lane mile for county roadways.

**Table 1**  
**Estimated Total Cost per Lane Mile for County Roads**

Cost Phase	Cost per Lane Mile		
	Curb & Gutter	Open Drainage <sup>(5)</sup>	Weighted Average <sup>(6)</sup>
Design <sup>(1)</sup>	\$308,000	\$228,000	\$232,000
Right-of-Way <sup>(2)</sup>	\$1,120,000	\$829,000	\$844,000
Construction <sup>(3)</sup>	\$2,800,000	\$2,072,000	\$2,108,000
CEI <sup>(4)</sup>	\$252,000	\$186,000	\$189,000
<b>Total Cost</b>	<b>\$4,480,000</b>	<b>\$3,315,000</b>	<b>\$3,373,000</b>
Lane Mile Distribution <sup>(7)</sup>	5%	95%	100%

- 1) Design is estimated at 11% of construction costs
  - 2) Right-of-Way is estimated at 40% of construction costs
  - 3) Source: Appendix B, Table B-4
  - 4) CEI is estimated at 9% of construction costs
  - 5) Open drainage costs are estimated at 74% of the curb & gutter costs
  - 6) Lane mile distribution (Item 7) multiplied by the design, right-of-way, construction, and CEI phase costs by jurisdiction to develop a weighted average cost per lane mile
  - 7) Source: Appendix B, Table B-9; Items (c) and (d)
- Note: All figures rounded to nearest \$000

**State Roadway Cost**

This section examines the right-of-way (ROW), construction, and other cost components associated with state roads and other roadways built by FDOT with respect to roadway capacity expansion improvements in Hernando County. In addition to local data, bid data for recently completed/ongoing roadway projects and recent roadway construction bid data throughout Florida were used to supplement the cost data for state roadway improvements. The cost for each roadway capacity project was separated into four components: design, right-of-way (ROW), construction, and construction engineering/inspection (CEI).

Design and CEI

Design costs for state roads were estimated at 11 percent of construction phase costs based on a review of recent roads/transportation impact fee studies throughout Florida. Additional detail is provided in Appendix B, Table B-2.

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

CEI costs for state roads were estimated at 11 percent of construction phase costs based on a review of recent roads/transportation impact fee studies throughout Florida. Additional detail is provided in Appendix B, Table B-8.

### Right-of-Way

The ROW cost factor for state roads was estimated as a percentage of the construction cost per lane mile. Due to limited recent local acquisition data, this factor was determined through a review of the ROW-to-construction cost ratios for state road unit costs in previously completed impact fee studies throughout Florida. For state roadways, the ROW factors ranged from 32 percent to 60 percent with an average of 43 percent. For purposes of this update study, the ROW costs for state roads was estimated at 40 percent of the construction cost per lane mile. Additional detail is provided in Appendix B, Table B-3.

### Construction

The construction cost for state roads (and other roadways built by FDOT) was based on recently bid projects in Hernando County and in other communities in Florida. A review of construction cost data for improvements in Hernando County since 2013 identified three capacity expansion projects:

- SR 50 from Windmere Rd to E. of US 301 (curb & gutter/open drainage)
- CR 578 (County Line Rd) from Suncoast Pkwy to US 41 @ Ayers Rd (curb & gutter)
- CR 578 (County Line Rd) from Springtime St to E. of Mariner Blvd (open drainage)

The SR 50 improvement includes a mix of curb & gutter/open drainage design with a construction cost of \$4.71 million per lane mile, while the CR 578 project (Suncoast to Ayers) features a curb & gutter design with a construction cost of \$3.38 million per lane mile. Combined, the curb & gutter improvements result in a weighted average construction cost of \$4.25 million per lane mile. The CR 578 project (Springtime to Mariner) has an open drainage design on a very short roadway segment, resulting in a construction cost of \$6.28 million per lane mile.

### *Curb & Gutter*

In addition to the local projects, recent improvements from other suburban/rural counties throughout Florida were reviewed to increase the sample size. This review included approximately 247 lane miles of lane addition and new road construction improvements with a weighted average cost of approximately \$3.97 million per lane mile. Additional data is provided in Appendix B, Table B-6.

Based on a review of these data sets and discussions with County representatives, a construction cost of **\$4.20 million** per lane mile was used in the impact fee calculation for curb & gutter state road improvements. This estimate reflects local costs in Hernando County along with inclusion of certain amenities, such as shared-use paths, etc.

*Open Drainage Design*

Due to the small sample of open drainage improvements, the cost per lane mile for state roads with rural-design characteristics (open drainage) was calculated based on the relationship between urban and rural roadway costs from the FDOT District 7 Long Range Estimates (LRE). Based on these cost estimates, the costs for roadways with rural-design characteristics were estimated at approximately 74 percent of the costs for roadways with urban-design characteristics. Additional detail is provided in Appendix B, Tables B-1 and B-7.

To determine the weighted average cost for state roadways, the cost for curb & gutter and open drainage roadways were weighted based on the distribution of Hernando County roadways included in the Hernando-Citrus MPO’s 2045 LRTP’s Cost Feasible Plan. As shown in Table 2, the weighted average state roadway construction cost was calculated at approximately \$3.16 million per lane mile, with a total weighted average cost of \$5.12 million per lane mile for state roadways.

**Table 2**  
**Estimated Total Cost per Lane Mile for State Roads**

Cost Phase	Cost per Lane Mile		
	Curb & Gutter	Open Drainage <sup>(5)</sup>	Weighted Average <sup>(6)</sup>
Design <sup>(1)</sup>	\$462,000	\$342,000	\$348,000
Right-of-Way <sup>(2)</sup>	\$1,680,000	\$1,243,000	\$1,265,000
Construction <sup>(3)</sup>	\$4,200,000	\$3,108,000	\$3,163,000
CEI <sup>(4)</sup>	\$462,000	\$342,000	\$348,000
<b>Total Cost</b>	<b>\$6,804,000</b>	<b>\$5,035,000</b>	<b>\$5,124,000</b>
Lane Mile Distribution <sup>(7)</sup>	5%	95%	100%

- 1) Design is estimated at 11% of construction costs
  - 2) Right-of-Way is estimated at 40% of construction costs
  - 3) Source: Appendix B, Table B-6
  - 4) CEI is estimated at 11% of construction costs
  - 5) Open drainage costs are estimated at 74% of the curb & gutter costs
  - 6) Lane mile distribution (Item 7) multiplied by the design, right-of-way, construction, and CEI phase costs by jurisdiction to develop a weighted average cost per lane mile
  - 7) Source: Appendix B, Table B-9; Items (c) and (d)
- Note: All figures rounded to nearest \$000.

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**Summary of Costs (Blended Cost Analysis)**

The weighted average cost per lane mile for county and state roads is presented in Table 3. The resulting weighted average cost of approximately \$3.95 million per lane mile was utilized as the roadway cost input in the calculation of the roads impact fee rates. The weighted average cost per lane-mile includes county and state roads and is based on the lane miles distribution of the LRTP’s Cost Feasible Plan (Appendix B, Table B-9).

It should be noted that the cost estimates developed for this impact fee study reflect a large sample size from several communities over the past seven years. When compared to the smaller sample of improvements observed over the last two to three years, the data and estimates used in this study represent a conservative approach. Additionally, these estimates account for Hernando County’s suburban/rural nature, which tends to moderate roadway costs compared to some of the larger, more urbanized counties that are experiencing higher construction and land acquisition costs.

**Table 3  
Estimated Cost per Lane Mile for County and State Roadway Projects**

Cost Phase	County Roads <sup>(1)</sup>	State Roads <sup>(2)</sup>	County and State Roads <sup>(3)</sup>
Design	\$232,000	\$348,000	<b>\$270,000</b>
Right-of-Way	\$844,000	\$1,265,000	<b>\$983,000</b>
Construction	\$2,108,000	\$3,163,000	<b>\$2,456,000</b>
CEI	\$189,000	\$348,000	<b>\$241,000</b>
<b>Total Cost</b>	<b>\$3,373,000</b>	<b>\$5,124,000</b>	<b>\$3,950,000</b>
Lane Mile Distribution <sup>(4)</sup>	67%	33%	100%

- 1) Source: Table 1
- 2) Source: Table 2
- 3) Lane mile distribution (Item 4) multiplied by the individual component costs for county and state roads and then added together to develop a weighted average cost per lane-mile
- 4) Source: Appendix B, Table B-9

**Vehicle-Miles of Capacity Added per Lane Mile**

An additional component of the roads impact fee equation is the capacity added per lane-mile of roadway constructed. The VMC is an estimate of capacity added per lane mile, for county, developer, and state roadway improvements in the Hernando-Citrus MPO’s 2045 LRTP (projects in Hernando only). As shown in Table 4, each lane mile will add approximately 11,200 vehicles.

Additional detail is provided in Appendix B, Table B-9.

**Table 4**  
**Weighted Average Vehicle-Miles of Capacity per Lane Mile**

Road Type	Lane Miles Added <sup>(1)</sup>	Vehicle-Miles of Capacity Added <sup>(2)</sup>	VMC Added per Lane Mile <sup>(3)</sup>
County/Dev. Roads	64.80	729,444	11,257
State Roads	31.22	346,721	11,106
<b>Total</b>	<b>96.02</b>	<b>1,076,165</b>	
<b>Weighted Average VMC Added per Lane Mile<sup>(4)</sup></b>			<b>11,200</b>

1) Source: Appendix B, Table B-9

2) Source: Appendix B, Table B-9

3) Vehicle-miles of capacity added (Item 2) divided by lane miles added (Item 1)

4) Total VMC added (Item 2) divided by total lane miles added (Item 1)

### **Cost per Vehicle-Mile of Capacity**

The roadway cost per unit of development is assessed based on the cost per vehicle-mile of capacity. As shown in Tables 3 and 4, the cost and capacity for roadways in Hernando County have been calculated based on recent statewide improvements. As shown in Table 5, the cost per VMC for travel within the county is approximately **\$353**.

The cost per VMC figure is used in the roads impact fee calculation to determine the total cost per unit of development based on vehicle-miles of travel consumed. For each vehicle-mile of travel that is added to the roadway system, approximately \$353 of roadway capacity is consumed.

**Table 5**  
**Weighted Average Cost per Vehicle-Mile of Capacity Added**

Road Type	Cost per Lane Mile <sup>(1)</sup>	Average VMC Added per Lane Mile <sup>(2)</sup>	Cost per VMC <sup>(3)</sup>
County Roads	\$3,373,000	11,257	\$299.64
State Roads	\$5,124,000	11,106	\$461.37
<b>Total</b>	<b>\$3,950,000</b>	<b>11,200</b>	
<b>Weighted Average VMC Added per Lane Mile<sup>(4)</sup></b>			<b>\$352.68</b>

1) Source: Table 3

2) Source: Table 4

3) Average VMC added per lane mile (Item 2) divided by cost per lane mile (Item 1)

## Credit Component

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### *Capital Improvement Credit*

The credit component of the impact fee accounts for the existing County and State funding sources that are being expended on roadway capacity expansion (excluding impact fee funds). This section summarizes the calculations utilized to develop the credit component to account for non-impact fee revenue contributions. Additional details are provided in Appendix C.

The present value of the average annual non-impact fee funding generated by new development over a 25-year period that is expected to fund capacity expansion projects was credited against the cost of the system consumed by travel associated with new development. In order to provide a connection to the demand component, which is measured in terms of travel, the non-impact fee dollars were converted to a fuel tax equivalency.

### County Credit

A review of the County's recent historical expenditures and the FY 2020-2024 Capital Improvement Plan indicates that the majority of capacity expansion improvements are being funded through local option fuel tax and roads impact fees. As shown in Table 6, a total gas tax equivalent revenue credit of 0.2 pennies was calculated for the average annual non-impact fee funding of capacity expansion projects.

### State Credit

As shown in Table 6, State expenditures in Hernando County were reviewed and a credit for the capacity-expansion portion attributable to state projects was estimated (excluding expenditures on limited access facilities). This review, which included ten years of historical expenditures, as well as five years of planned expenditures, indicated that FDOT's roadway spending generates a credit of 23.2 pennies of equivalent gas tax revenue, annually. Additional detail is provided in Appendix C, Table C-3.

In summary, Hernando County contributes 0.2 pennies while the State spends an average of 23.2 pennies, annually, for roadway capacity projects in the County. A total credit of 23.4 pennies is expected to be generated by new development from all non-impact fee revenues. These credit figures reflect the most recent available data for roadway expenditures from County and State sources.



**Table 6**  
**Equivalent Pennies of Gas Tax Revenue**

Credit	Average Annual Expenditures	Value per Penny <sup>(3)</sup>	Average Annual Equivalent Pennies per Gallon <sup>(4)</sup>
County Revenue <sup>(1)</sup>	\$144,199	\$830,883	\$0.002
State Revenue <sup>(2)</sup>	\$19,252,150	\$830,883	\$0.232
<b>Total</b>	<b>\$19,396,349</b>		<b>\$0.234</b>

- 1) Source: Appendix C, Table C-2
- 2) Source: Appendix C, Table C-3
- 3) Source: Appendix C, Table C-1
- 4) Average annual expenditures divided by the value per penny (Item 4) divided by 100

**Present Worth Variables**

- Facility Life: The roadway facility life used in the impact fee analysis is 25 years, which represents the reasonable life of a roadway. This variable is used to calculate the present worth of the capital improvement credit.
- Interest Rate: This is the discount rate at which gasoline tax revenues might be bonded. It is used to compute the present value of the gasoline taxes generated by new development. The discount rate of 3.0 percent was used in the impact fee calculation based on estimates provided by the County.

Fuel Efficiency

The fuel efficiency (i.e., the average miles traveled per gallon of fuel consumed) of the fleet of motor vehicles was estimated using the quantity of gasoline consumed annually (over 25 years) by travel associated with a particular land use.

Appendix C, Table C-7 documents the calculation of fuel efficiency value based on the following equation, where “VMT” is vehicle miles of travel and “MPG” is fuel efficiency in terms of miles per gallon.

$$Fuel\ Efficiency = \sum VMT_{RoadwayType} \div \sum \left( \frac{VMT_{VehicleType}}{MPG_{VehicleType}} \right)_{RoadwayType}$$

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The methodology uses non-interstate VMT and average fuel efficiency data for passenger vehicles (i.e., passenger cars and other 2-axle, 4-tire vehicles, such as vans, pickups, and SUVs) and large trucks (i.e., single-unit, 2-axle, 6-tire or more trucks and combination trucks) to calculate the total gallons of fuel used by each of these vehicle types.

The combined total VMT for the vehicle types is then divided by the combined total gallons of fuel consumed to calculate, in effect, a “weighted” fuel efficiency value that reflects the existing fleet mix of traffic on non-interstate roadways. The VMT and average fuel efficiency data were obtained from the most recent Federal Highway Administration’s *Highway Statistics 2018*. Based on the calculation completed in Appendix C, Table C-7, the fuel efficiency rate to be used in the updated impact fee equation is 19.08 miles per gallon. The fuel efficiency has been increasing over time, which may be partially due to alternative fuels. However, this estimate is based on historical data and does not attempt to estimate future impact of alternative fuels.

#### Effective Days per Year

An effective 365 days per year of operations was assumed for all land uses in the proposed fee. However, this will not be the case for all land uses since some uses operate only on weekdays (e.g., office buildings) and/or only seasonally (e.g., schools). The use of 365 days per year, therefore, ensures that non-impact fee contributions are adequately credited against the fee.

## Calculated Roads Impact Fee Schedule

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Detailed impact fee calculations for each land use are included in Appendix D, which includes the major land use categories and the impact fees for the individual land uses contained in each of the major categories. For each land use, Appendix D illustrates the following:

- Demand component variables (trip rate, trip length, and percent of new trips);
- Total impact fee cost;
- Annual capital improvement credit;
- Present value of the capital improvement credit; and
- Net roads impact fee.

It should be noted that the net impact fee illustrated in Appendix D is not necessarily a recommended fee, but instead represents the technically calculated impact fee per unit of land use that could be charged in Hernando County. The Board of County Commission may choose to discount the fees across-the-board as a policy decision.

For clarification purposes, it may be useful to walk through the calculation of an impact fee for one of the land use categories. In the following example, the net impact fee is calculated for the single-family residential detached land use category (ITE LUC 210) using information from the impact fee schedules included in Appendix D. For each land use category, the following equations are utilized to calculate the net impact fee:

$$\text{Net Impact Fee} = \text{Total Impact Cost} - \text{Capital Improvement Credit}$$

Where:

$$\text{Total Roads Impact Cost} = ([\text{Trip Rate} \times \text{Assessable Trip Length} \times \text{Percent New Trips}] / 2) \times (1 - \text{Interstate/Toll Facility Adjustment Factor}) \times (\text{Cost per Vehicle-Mile of Capacity})$$

$$\text{Capital Improvement Credit} = \text{Present Value (Annual Capital Improvement Credit), given 3.0 percent interest rate \& a 25-year facility life}$$

$$\text{Annual Capital Improvement Credit} = ([\text{Trip Rate} \times \text{Total Trip Length} \times \text{Percent New Trips}] / 2) \times (\text{Effective Days per Year} \times \$/\text{Gallon to Capital}) / \text{Fuel Efficiency}$$

Each of the inputs has been discussed previously in this document; however, for purposes of this example, brief definitions for each input are provided in the following paragraphs, along with the actual inputs used in the calculation of the fee for the single-family detached residential land use category:

- *Trip Rate* = the average daily trip generation rate, in vehicle-trips/day (7.81)
- *Assessable Trip Length* = the average trip length on collector roads or above, for the category, in vehicle-miles (6.62) (excluding local neighborhood roads).
- *Total Trip Length* = the assessable trip length plus an adjustment factor of half a mile, which is added to the trip length to account for the fact that gas taxes are collected for travel on all roads including local roads ( $6.62 + 0.50 = 7.12$ )
- *Percent New Trips* = adjustment factor to account for trips that are already on the roadway (100 percent)
- *Divide by 2* = the total daily miles of travel generated by a particular category (i.e., rate\*length\*percent new trips) is divided by two to prevent the double-counting of travel generated between two land use codes since every trip has an origin and a destination
- *Interstate/Toll Facility Adjustment Factor* = discount factor to account for travel demand occurring on interstate highways and/or toll facilities (8.1 percent)
- *Cost per Lane Mile* = unit cost to construct one lane mile of roadway, in \$/lane-mile (\$3,950,000)
- *Average Capacity Added per Lane Mile* = represents the average daily traffic on one travel lane at capacity for one lane mile of roadway, in vehicles/lane-mile/day (11,200)
- *Cost per Vehicle-Mile of Capacity* = unit of vehicle-miles of capacity consumed per unit of development (\$352.68)
- *Present Value* = calculation of the present value of a uniform series of cash flows, gas tax payments in this case, given an interest rate, “i,” and a number of periods, “n;” for 3.00 percent interest and a 25-year facility life, the uniform series present worth factor is 17.4131
- *Effective Days per Year* = 365 days
- *\$/Gallon to Capital* = the amount of equivalent gas tax revenue per gallon of fuel that is used for capital improvements, in \$/gallon = \$0.234
- *Fuel Efficiency* = average fuel efficiency of vehicles, in vehicle-miles/gallon (19.08)

### **Roads Impact Fee Calculation**

Using these inputs, a net impact fee can be calculated for the single-family residential detached land use category as follows:

Roads Impact Fee:

$$\text{Total Impact Cost} = ([7.81 * 6.62 * 1.0] / 2) * (1 - 0.081) * (\$352.68) = \mathbf{\$8,379}$$

$$\text{Annual Cap. Improv. Credit} = ([7.81 * 7.12 * 1.0] / 2) * 365 * (\$0.234 / 19.08) = \$124$$

$$\text{Capital Improvement Credit} = \$124 * 17.4131 = \$2,159$$

$$\text{Net Impact Fee} = \$8,379 - \$2,159 = \mathbf{\$6,220}$$

***Roads Impact Fee Comparison***

As part of the work effort in developing Hernando County’s roads impact fee program, a comparison of calculated fees to roads/transportation impact fee schedules adopted in other jurisdictions was completed, as shown in Table 8.

Note that differences in fee levels for a given land use can be caused by several factors, including the year of the technical study, adoption percentage, study methodology including variation in costs, credits, and travel demand, land use categories included in the fee schedule, etc.

When comparing the full calculated rates in this study to the full calculated rates from the 2013 Hernando County Transportation Impact Fee Update Study, the changes in cost and credit variables account for up to 4 percent increase. Additional increases and all of the decreases are due to the changes in the demand variables, as explained previously and detailed in Appendix A, Tables A-35 through A-38.

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**Table 8  
Roads/Transportation Impact Fee Comparison**

Land Use	Unit <sup>(2)</sup>	Hernando County			Citrus County <sup>(6)</sup>	Pasco County <sup>(7)</sup>			Polk County <sup>(8)</sup>	Sumter County <sup>(9)</sup>	Lake County <sup>(10)</sup>		Collier County <sup>(11)</sup>	Volusia County <sup>(12)</sup>	Osceola County <sup>(13)</sup>	Orange County NON-AMA <sup>(14)</sup>
		Full Calculated <sup>(3)</sup>	Full Calculated <sup>(4)</sup>	Current Adopted <sup>(5)</sup>		Urban	Suburban	Rural			Central	South				
Date of Last Update		<b>2020</b>	2013	2013	2014	2018	2018	2018	2019	2015	2019	2019	2019	2018	2017	2012
Assessed Portion of Calculated <sup>(1)</sup>		<b>100%</b>	100%	22%	50%	n/a	n/a	n/a	100%	37-50%	26%	70%	74-100%	98%	100%	56%
<b>Residential:</b>																
Single Family Detached (2,000 sq ft)	du	<b>\$6,220</b>	\$5,767	\$1,269	\$1,697	\$5,835	\$8,570	\$9,800	\$2,380	\$2,600	\$1,000	\$2,706	\$7,657	\$5,274	\$9,055	\$3,898
<b>Non-Residential:</b>																
Light Industrial	1,000 sf	<b>\$2,798</b>	\$3,662	\$806	\$584	\$0	\$0	\$0	\$855	\$1,584	\$638	\$1,728	\$4,584	\$1,980	\$3,997	\$2,163
Office (50,000 sq ft)	1,000 sf	<b>\$5,511</b>	\$6,889	\$1,516	\$1,687	\$0	\$0	\$0	\$2,356	\$3,591	\$935	\$2,531	\$8,605	\$3,900	\$5,700	\$5,574
Retail (125,000 sq ft)	1,000 sf	<b>\$8,713</b>	\$8,565	\$1,884	\$1,248	\$5,641	\$7,051	\$8,813	\$3,536	\$3,637	\$1,095	\$2,964	\$13,774	\$6,260	\$13,475	\$5,477
Bank w/Drive-In	1,000 sf	<b>\$13,376</b>	\$19,349	\$4,257	\$1,248	\$12,730	\$14,384	\$15,582	\$3,536	\$8,528	\$7,589	\$20,537	\$21,254	\$9,560	\$10,785	\$11,525
Fast Food w/Drive-Thru	1,000 sf	<b>\$80,061</b>	\$79,079	\$17,397	\$1,248	\$40,950	\$46,712	\$50,978	\$3,536	\$29,136	\$7,589	\$20,537	\$99,110	\$46,450	\$14,005	\$38,463

- 1) Represents the portion of the maximum calculated fee for each respective county that is actually charged. Fees may have been lowered/raised through indexing or policy discounts. Does not account for moratoriums/suspensions
- 2) Du = dwelling unit
- 3) Source: Appendix D, Table D-2
- 4) Source: *Hernando County Transportation Revenue Alternatives, March 2013*
- 5) Source: Hernando County Zoning Department
- 6) Source: Citrus County Department of Growth Management, Land Development Division. Retail/Commercial rate is applied to bank and fast food restaurant.
- 7) Source: Pasco County Planning and Development Department. Pasco County rates reflect local buy-down policy used to reduce fee rates for certain types of development.
- 8) Source: Polk County Planning and Development. Retail/Commercial rate is applied to bank and fast food restaurant. The Polk County impact fee only assesses the portion of travel occurring on the county road system.
- 9) Source: Sumter County Impact Fee Division
- 10) Source: Lake County Office of Planning and Zoning. Rates for "Central Benefit District" are shown. Per the 2019 transportation impact fee study, the "convenience retail" rate is shown for bank w/drive-thru and fast food w/drive-thru. CENTRAL rates also apply to the NORTH CENTRAL district and SOUTH rates also apply to the NORTHEAST/WEKIVA district.
- 11) Source: Collier County Growth Management Division, Planning and Regulation
- 12) Source: Volusia County Growth and Resource Management Department
- 13) Source: Osceola County Community Development Department. Non-mixed use fees are shown. Single family fee shown is the non-rural rate and the bank w/drive-thru land use is measured per lane. Warehouse rate is shown for light industrial.
- 14) Source: Orange County Planning and Development; Non-AMA district rates are shown.

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# Appendix A

## Demand Component

## Appendix A: Demand Component

This appendix presents the detailed calculations for the demand component of the roads impact fee study.

### *Interstate & Toll Facility Adjustment Factor*

Table A-1 presents the interstate and toll facility adjustment factor used in the calculation of the roads impact fee. This variable is based on data from the Tampa Bay Regional Planning Model v8.2, specifically the 2040 projected vehicle-miles of travel of all county-generated trips on all in-county roadways. It should be noted that the adjustment factor excludes all external-to-external trips, which represent traffic that goes through Hernando County, but does not necessarily stop in the county. This traffic is excluded from the analysis since it does not come from development within the county. The I/T adjustment factor is used to reduce the VMT that the impact fee charges for each land use.

**Table A-1**  
**Interstate/Toll Facility Adjustment Factor**

Roadway	VMT (2040)	% VMT
Interstate/Toll Facilities	393,377	8.1%
Other Roads	4,447,122	91.9%
<b>Total (All Roads)</b>	<b>4,840,499</b>	<b>100.0%</b>

Source: TBRPM v8.2, 2040

### *Florida Studies Trip Characteristics Database*

The Florida Studies Trip Characteristics Database includes over 345 studies on 40 different residential and non-residential land uses collected over the last 30 years. Data from these studies include trip generation, trip length, and percent new trips for each land use. This information has been used in the development of impact fees and the creation of land use plan category trip characteristics for communities throughout Florida and the U.S. Trip characteristics studies for land uses included in the Hernando County Roads Impact Fee Schedule are included in this Appendix.



Tindale Oliver estimates trip generation rates for all land uses in a roads impact fee schedule using data from studies in the Florida Studies Database and the Institute of Transportation Engineers' (ITE) *Trip Generation* reference report (10<sup>th</sup> edition). In instances, when both ITE *Trip Generation* reference report (10<sup>th</sup> edition) and Florida Studies trip generation rate (TGR) data are available for a particular land use, the data is typically blended to increase the sample size and provide a more valid estimate of the average number of trips generated per unit of development. If no Florida Studies data is available, only TGR data from the ITE reference report is used in the fee calculation.

The trip generation rate for each respective land use is calculated using machine counts that record daily traffic into and out of the site studied. The traffic count hoses are set at entrances to residential subdivisions for the residential land uses and at all access points for non-residential land uses.

The trip length information is obtained through origin-destination surveys that ask respondents where they came from prior to arriving at the site and where they intended to go after leaving the site. The results of these surveys were used to estimate average trip length by land use.

The percent new trip variable is based on assigning each trip collected through the origin-destination survey process a trip type (primary, secondary, diverted, and captured). The percent new trip variable is then calculated as 1 minus the percentage of trips that are captured.

**Table A-2**

**Land Use 151: Mini-Warehouse**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Orange Co, FL	89.6	2006	-	-	1.23	-	-	-	-	Orange County
Orange Co, FL	84.7	2006	-	-	1.39	-	-	-	-	Orange County
Orange Co, FL	93.0	2006	-	-	1.51	-	-	-	-	Orange County
Orange Co, FL	107.0	2007	-	-	1.45	-	-	-	-	Orange County
Orange Co, FL	77.0	2009	-	-	2.18	-	-	-	-	Tindale Oliver
Orange Co, FL	93.7	2012	-	-	1.15	-	-	-	-	Tindale Oliver
Total Size	545.0		6		Average Trip Length: n/a					
ITE	780.0		15		Weighted Average Trip Length: n/a					
Blended total	1,325.0				Weighted Percent New Trip Average:					
								Weighted Average Trip Generation Rate:		1.47
								ITE Average Trip Generation Rate:		1.51
								Blend of FL Studies and ITE Average Trip Generation Rate:		1.49

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Table A-3

Land Use 210: Single Family - Detached

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Sarasota Co, FL	76	Jun-93	70	70	10.03	-	6.00	-	60.18	Sarasota County
Sarasota Co, FL	79	Jun-93	86	86	9.77	-	4.40	-	42.99	Sarasota County
Sarasota Co, FL	135	Jun-93	75	75	8.05	-	5.90	-	47.50	Sarasota County
Sarasota Co, FL	152	Jun-93	63	63	8.55	-	7.30	-	62.42	Sarasota County
Sarasota Co, FL	193	Jun-93	123	123	6.85	-	4.60	-	31.51	Sarasota County
Sarasota Co, FL	97	Jun-93	33	33	13.20	-	3.00	-	39.60	Sarasota County
Sarasota Co, FL	282	Jun-93	146	146	6.61	-	8.40	-	55.52	Sarasota County
Sarasota Co, FL	393	Jun-93	207	207	7.76	-	5.40	-	41.90	Sarasota County
Hernando Co, FL	76	May-96	148	148	10.01	9a-6p	4.85	-	48.55	Tindale Oliver
Hernando Co, FL	128	May-96	205	205	8.17	9a-6p	6.03	-	49.27	Tindale Oliver
Hernando Co, FL	232	May-96	182	182	7.24	9a-6p	5.04	-	36.49	Tindale Oliver
Hernando Co, FL	301	May-96	264	264	8.93	9a-6p	3.28	-	29.29	Tindale Oliver
Charlotte Co, FL	135	Oct-97	230	-	5.30	9a-5p	7.90	-	41.87	Tindale Oliver
Charlotte Co, FL	142	Oct-97	245	-	5.20	9a-5p	4.10	-	21.32	Tindale Oliver
Charlotte Co, FL	150	Oct-97	160	-	5.00	9a-5p	10.80	-	54.00	Tindale Oliver
Charlotte Co, FL	215	Oct-97	158	-	7.60	9a-5p	4.60	-	34.96	Tindale Oliver
Charlotte Co, FL	257	Oct-97	225	-	7.60	9a-5p	7.40	-	56.24	Tindale Oliver
Charlotte Co, FL	345	Oct-97	161	-	7.00	9a-5p	6.60	-	46.20	Tindale Oliver
Charlotte Co, FL	368	Oct-97	152	-	6.60	9a-5p	5.70	-	37.62	Tindale Oliver
Charlotte Co, FL	383	Oct-97	516	-	8.40	9a-5p	5.00	-	42.00	Tindale Oliver
Charlotte Co, FL	441	Oct-97	195	-	8.20	9a-5p	4.70	-	38.54	Tindale Oliver
Charlotte Co, FL	1,169	Oct-97	348	-	6.10	9a-5p	8.00	-	48.80	Tindale Oliver
Collier Co, FL	90	Dec-99	91	-	12.80	8a-6p	11.40	-	145.92	Tindale Oliver
Collier Co, FL	400	Dec-99	389	-	7.80	8a-6p	6.40	-	49.92	Tindale Oliver
Lake Co, FL	49	Apr-02	170	-	6.70	7a-6p	10.20	-	68.34	Tindale Oliver
Lake Co, FL	52	Apr-02	212	-	10.00	7a-6p	7.60	-	76.00	Tindale Oliver
Lake Co, FL	126	Apr-02	217	-	8.50	7a-6p	8.30	-	70.55	Tindale Oliver
Pasco Co, FL	55	Apr-02	133	-	6.80	8a-6p	8.12	-	55.22	Tindale Oliver
Pasco Co, FL	60	Apr-02	106	-	7.73	8a-6p	8.75	-	67.64	Tindale Oliver
Pasco Co, FL	70	Apr-02	188	-	7.80	8a-6p	6.03	-	47.03	Tindale Oliver
Pasco Co, FL	74	Apr-02	188	-	8.18	8a-6p	5.95	-	48.67	Tindale Oliver
Pasco Co, FL	189	Apr-02	261	-	7.46	8a-6p	8.99	-	67.07	Tindale Oliver
Marion Co, FL	102	Apr-02	167	-	8.02	7a-6p	5.10	-	40.90	Kimley-Horn & Associates
Marion Co, FL	105	Apr-02	169	-	7.23	7a-6p	7.22	-	52.20	Kimley-Horn & Associates
Marion Co, FL	124	Apr-02	170	-	6.04	7a-6p	7.29	-	44.03	Kimley-Horn & Associates
Marion Co, FL	132	Apr-02	171	-	7.87	7a-6p	7.00	-	55.09	Kimley-Horn & Associates
Marion Co, FL	133	Apr-02	209	-	8.04	7a-6p	4.92	-	39.56	Kimley-Horn & Associates
Citrus Co, FL	111	Oct-03	273	-	8.66	7a-6p	7.70	-	66.68	Tindale Oliver
Citrus Co, FL	231	Oct-03	155	-	5.71	7a-6p	4.82	-	27.52	Tindale Oliver
Citrus Co, FL	306	Oct-03	146	-	8.40	7a-6p	3.94	-	33.10	Tindale Oliver
Citrus Co, FL	364	Oct-03	345	-	7.20	7a-6p	9.14	-	65.81	Tindale Oliver
Citrus Co, FL	374	Oct-03	248	-	12.30	7a-6p	6.88	-	84.62	Tindale Oliver
Lake Co, FL	42	Dec-06	122	-	11.26	-	5.56	-	62.61	Tindale Oliver
Lake Co, FL	51	Dec-06	346	-	18.22	-	9.46	-	172.36	Tindale Oliver
Lake Co, FL	59	Dec-06	144	-	12.07	-	10.79	-	130.24	Tindale Oliver
Lake Co, FL	90	Dec-06	194	-	9.12	-	5.78	-	52.71	Tindale Oliver
Lake Co, FL	239	Dec-06	385	-	7.58	-	8.93	-	67.69	Tindale Oliver
Hernando Co, FL	232	Apr-07	516	-	8.02	7a-6p	8.16	-	65.44	Tindale Oliver
Hernando Co, FL	95	Apr-07	256	-	8.08	7a-6p	5.88	-	47.51	Tindale Oliver
Hernando Co, FL	90	Apr-07	338	-	7.13	7a-6p	5.86	-	41.78	Tindale Oliver
Hernando Co, FL	58	Apr-07	153	-	6.16	7a-6p	8.39	-	51.68	Tindale Oliver
Collier Co, FL	74	Mar-08	503	-	12.81	7a-6p	3.05	-	39.07	Tindale Oliver
Collier Co, FL	97	Mar-08	512	-	8.78	7a-6p	11.29	-	99.13	Tindale Oliver
Collier Co, FL	315	Mar-08	1,347	-	6.97	7a-6p	6.55	-	45.65	Tindale Oliver
Collier Co, FL	42	Mar-08	314	-	9.55	7a-6p	10.98	-	104.86	Tindale Oliver
Total Size	10,380	55	13,130							
							Average Trip Length:	6.79		
							Weighted Average Trip Length:	6.62		
									Weighted Average Trip Generation Rate:	7.81

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Table A-4

Land Use 220/221/222: Multi-Family (Low-, Mid-, High-Rise)

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Sarasota Co, FL	212	Jun-93	42	42	5.78	-	5.20	-	30.06	Sarasota County
Sarasota Co, FL	243	Jun-93	36	36	5.84	-	-	-	-	Sarasota County
Marion Co, FL	214	Apr-02	175	175	6.84	-	4.61	-	31.53	Kimley-Horn & Associates
Marion Co, FL	240	Apr-02	174	174	6.96	-	3.43	-	23.87	Kimley-Horn & Associates
Marion Co, FL	288	Apr-02	175	175	5.66	-	5.55	-	31.41	Kimley-Horn & Associates
Marion Co, FL	480	Apr-02	175	175	5.73	-	6.88	-	39.42	Kimley-Horn & Associates
Marion Co, FL	500	Apr-02	170	170	5.46	-	5.94	-	32.43	Kimley-Horn & Associates
Lake Co, FL	250	Dec-06	135	135	6.71	-	5.33	-	35.76	Tindale Oliver
Lake Co, FL	157	Dec-06	265	265	13.97	-	2.62	-	36.60	Tindale Oliver
Lake Co, FL	169	Dec-06	212	-	8.09	-	6.00	-	48.54	Tindale Oliver
Lake Co, FL	226	Dec-06	301	-	6.74	-	2.17	-	14.63	Tindale Oliver
Hernando Co, FL	312	Apr-07	456	-	4.09	-	5.95	-	24.34	Tindale Oliver
Hernando Co, FL	176	Apr-07	332	-	5.38	-	5.24	-	28.19	Tindale Oliver
Orange Co, FL	364	Nov-13	-	-	9.08	-	-	-	-	Orange County
Orange Co, FL	108	Aug-14	-	-	5.51	-	-	-	-	Orange County
Hernando Co, FL	31	May-96	31	31	6.12	9a-6p	4.98	-	30.48	Tindale Oliver
Hernando Co, FL	128	May-96	128	128	6.47	9a-6p	5.18	-	33.51	Tindale Oliver
Pasco Co, FL	229	Apr-02	198	198	4.77	9a-6p	-	-	-	Tindale Oliver
Pasco Co, FL	248	Apr-02	353	353	4.24	9a-6p	3.53	-	14.97	Tindale Oliver
Total Size	4,575	19								
Total Size (TL)	3,631									
							Average Trip Length:	4.27		
							Weighted Average Trip Length:	5.10		

**Table A-5**

**Land Use 240: Mobile Home Park**

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source	
Marion Co, FL	67	Jul-91	22	22	5.40	48hrs.	2.29	-	12.37	Tindale Oliver	
Marion Co, FL	82	Jul-91	58	58	10.80	24hr.	3.72	-	40.18	Tindale Oliver	
Marion Co, FL	137	Jul-91	22	22	3.10	24hr.	4.88	-	15.13	Tindale Oliver	
Sarasota Co, FL	996	Jun-93	181	181	4.19	-	4.40	-	18.44	Sarasota County	
Sarasota Co, FL	235	Jun-93	100	100	3.51	-	5.10	-	17.90	Sarasota County	
Marion Co, FL	188	Apr-02	147	-	3.51	24hr.	5.48	-	19.23	Kimley-Horn & Associates	
Marion Co, FL	227	Apr-02	173	-	2.76	24hr.	8.80	-	24.29	Kimley-Horn & Associates	
Marion Co, FL	297	Apr-02	175	-	4.78	24hr.	4.76	-	22.75	Kimley-Horn & Associates	
Hernando Co, FL	1,892	May-96	425	425	4.13	9a-6p	4.13	-	17.06	Tindale Oliver	
<b>Total Size</b>	<b>4,121</b>		<b>9</b>	<b>1,303</b>							
							<b>Average Trip Length:</b>	<b>4.84</b>			
							<b>Weighted Average Trip Length:</b>	<b>4.60</b>			
										<b>Weighted Average Trip Generation Rate:</b>	<b>4.17</b>

**Table A-6**

**Land Use 251: Senior Adult Housing - Detached/Retirement Community**

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source	
Lakeland, FL	67	3/28-4/2/90	26	24	3.50	9am-4pm	2.44	-	8.54	Tindale Oliver	
Marion Co, FL	778	Apr-02	175	-	2.96	24hr.	3.49	-	10.33	Kimley-Horn & Associates	
Marion Co, FL	877	Apr-02	209	-	2.91	24hr.	5.90	-	17.17	Kimley-Horn & Associates	
Marion Co, FL	1,054	Apr-02	173	-	3.65	24hr.	6.00	-	21.90	Kimley-Horn & Associates	
Marion Co, FL	3,076	Apr-02	198	-	2.63	24hr.	5.16	-	13.57	Kimley-Horn & Associates	
Marion Co, FL	3,623	Apr-02	164	-	2.50	24hr.	5.83	-	14.58	Kimley-Horn & Associates	
<b>Total Size</b>	<b>9,477</b>		<b>6</b>	<b>945</b>							
<b>ITE</b>	<b>9,170</b>		<b>14</b>								
<b>Blended total</b>	<b>18,647</b>										
							<b>Average Trip Length:</b>	<b>4.80</b>			
							<b>Weighted Average Trip Length:</b>	<b>5.42</b>			
										<b>Weighted Average Trip Generation Rate:</b>	<b>2.75</b>
										<b>ITE Average Trip Generation Rate:</b>	<b>4.27</b>
										<b>Blend of FL Studies and ITE Average Trip Generation Rate:</b>	<b>3.50</b>

**Table A-7**

**Land Use 252: Senior Adult Housing - Attached/Retirement Community**

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source	
Sun City Center, FL	208	Oct-91	726	726	2.46	24hr.	-	-	-	Tindale Oliver	
<b>Total Size</b>	<b>208</b>		<b>1</b>								
<b>ITE</b>	<b>486</b>		<b>6</b>								
<b>Blended total</b>	<b>694</b>										
							<b>Average Trip Length:</b>	<b>-</b>			
							<b>Weighted Average Trip Length:</b>	<b>-</b>			
										<b>Weighted Average Trip Generation Rate:</b>	<b>2.46</b>
										<b>ITE Average Trip Generation Rate:</b>	<b>3.70</b>
										<b>Blend of FL Studies and ITE Average Trip Generation Rate:</b>	<b>3.33</b>

**Table A-8**

**Land Use 253: Congregate Care Facility**

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source	
Pinellas Park, FL	72	Aug-89	25	19	3.50	9am-5pm	2.20	79.0	7.70	Tindale Oliver	
Palm Harbor, FL	200	Oct-89	58	40	-	9am-5pm	3.40	69.0	-	Tindale Oliver	
<b>Total Size</b>	<b>272</b>		<b>2</b>	<b>83</b>							
<b>ITE</b>	<b>388</b>		<b>2</b>								
<b>Blended total</b>	<b>660</b>										
	<b>460</b>										
							<b>Average Trip Length:</b>	<b>2.80</b>			
							<b>Weighted Average Trip Length:</b>	<b>3.08</b>			
										<b>Weighted Percent New Trip Average:</b>	<b>71.6</b>
										<b>Weighted Average Trip Generation Rate:</b>	<b>3.50</b>
										<b>ITE Average Trip Generation Rate:</b>	<b>2.02</b>
										<b>Blend of FL Studies and ITE Average Trip Generation Rate:</b>	<b>2.25</b>

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table A-9**

**Land Use 310: Hotel**

Location	Size (Rooms)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	174	Aug-89	134	106	12.50	7-11a/3-7p	6.30	79.0	62.21	Tindale Oliver
Pinellas Co, FL	114	Oct-89	30	14	7.30	12-7p	6.20	47.0	21.27	Tindale Oliver
Orange Co, FL	123	1997	-	-	6.32	-	-	-	-	Orange County
Orange Co, FL	120	1997	-	-	5.27	-	-	-	-	Orange County
Orange Co, FL	146	1997	-	-	7.61	-	-	-	-	Orange County
Orange Co, FL	252	1997	-	-	5.63	-	-	-	-	Orange County
Orange Co, FL	172	1997	-	-	6.36	-	-	-	-	Orange County
Orange Co, FL	170	1997	-	-	6.06	-	-	-	-	Orange County
Orange Co, FL	128	1997	-	-	6.10	-	-	-	-	Orange County
Orange Co, FL	200	1997	-	-	4.56	-	-	-	-	Orange County
Orange Co, FL	112	1998	-	-	2.78	-	-	-	-	Orange County
Orange Co, FL	130	1998	-	-	9.12	-	-	-	-	Orange County
Orange Co, FL	106	1998	-	-	7.34	-	-	-	-	Orange County
Orange Co, FL	98	1998	-	-	7.32	-	-	-	-	Orange County
Orange Co, FL	120	1998	-	-	5.57	-	-	-	-	Orange County
Orange Co, FL	70	1999	-	-	1.85	-	-	-	-	Orange County
Orange Co, FL	123	1999	-	-	4.81	-	-	-	-	Orange County
Orange Co, FL	123	1999	-	-	3.70	-	-	-	-	Orange County
Orange Co, FL	211	2000	-	-	2.23	-	-	-	-	Orange County
Orange Co, FL	144	2000	-	-	7.32	-	-	-	-	Orange County
Orange Co, FL	105	2001	-	-	5.25	-	-	-	-	Orange County
Orange Co, FL	891	2005	-	-	5.69	-	-	-	-	Orange County
Orange Co, FL	1,584	2005	-	-	5.88	-	-	-	-	Orange County
Orange Co, FL	210	2006	-	-	4.88	-	-	-	-	Orange County
Orange Co, FL	1,499	2006	-	-	4.69	-	-	-	-	Orange County
Orange Co, FL	144	-	-	-	4.74	-	-	-	-	Orange County
Orange Co, FL	148	-	-	-	7.61	-	-	-	-	Orange County
Orange Co, FL	160	-	-	-	6.19	-	-	-	-	Orange County
Orange Co, FL	130	-	-	-	4.29	-	-	-	-	Orange County
Orange Co, FL	130	-	-	-	3.40	-	-	-	-	Orange County
Orange Co, FL	144	-	-	-	7.66	-	-	-	-	Orange County
Orange Co, FL	100	-	-	-	7.37	-	-	-	-	Orange County
Orange Co, FL	190	-	-	-	4.71	-	-	-	-	Orange County
Orange Co, FL	1,501	2011	-	-	3.50	-	-	-	-	Tindale Oliver
Orange Co, FL	174	2011	-	-	7.03	-	-	-	-	Tindale Oliver
Orange Co, FL	238	2014	-	-	4.05	-	-	-	-	Tindale Oliver

Total Size	10,184	36	164	<b>Average Trip Length: 6.25</b>	
ITE	876	6		<b>Weighted Average Trip Length: 6.26</b>	
Blended total	11,060			Weighted Percent New Trip Average: 66.3	
				Weighted Average Trip Generation Rate: 5.31	
				ITE Average Trip Generation Rate: 8.36	
				<b>Blend of FL Studies and ITE Average Trip Generation Rate: 5.55</b>	

**Table A-10**

**Land Use 320: Motel**

Location	Size (Rooms)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	48	Oct-89	46	24	-	10a-2p	2.80	65.0	-	Tindale Oliver
Pinellas Co, FL	54	Oct-89	32	22	-	12p-7p	3.80	69.0	-	Tindale Oliver
Pinellas Co, FL	120	Oct-89	26	22	-	2p-7p	5.20	84.6	-	Tindale Oliver

Total Size	222	3	104	<b>Average Trip Length: 3.93</b>	
ITE	654	6		<b>Weighted Average Trip Length: 4.34</b>	
				Weighted Percent New Trip Average: 76.6	

**Table A-11**

**Land Use 444: Movie Theater**

Location	Size (Screens)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	8	Oct-89	151	116	113.10	2p-8p	2.70	77.0	235.13	Tindale Oliver
Pinellas Co, FL	12	Sep-89	122	116	63.40	2p-8p	1.90	95.0	114.44	Tindale Oliver

Total Size	20	2	273	<b>Average Trip Length: 2.30</b>	
ITE	6	1		<b>Weighted Average Trip Length: 2.22</b>	
Blended total	26			Weighted Percent New Trip Average: 87.8	
				Weighted Average Trip Generation Rate: 83.28	
				ITE Average Trip Generation Rate: 220.00	
				<b>Blend of FL Studies and ITE Average Trip Generation Rate: 114.83</b>	

**Table A-12**

**Land Use 492: Health/Fitness Club**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	33	31	-	-	-	94.0	-	Kimley-Horn & Associates

Total Size	-	1	33	<b>Average Trip Length: n/a</b>	
ITE	37	8		Percent New Trip Average: 94.0	

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table A-13**

**Land Use 565: Day Care Center**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source	
Pinellas Co, FL	5.6	Aug-89	94	66	66.99	7a-6p	1.90	70.0	89.10	Tindale Oliver	
Pinellas Co, FL	10.0	Sep-89	179	134	66.99	7a-6p	2.10	75.0	105.51	Tindale Oliver	
Tampa, FL	-	Mar-86	28	25	-	-	2.60	89.0	-	Kimley-Horn & Associates	
Total Size	15.6		3	301							
ITE	135.0		27								
Blended total	150.6										
							Average Trip Length:	2.20			
							Weighted Average Trip Length:	2.03			
							Weighted Percent New Trip Average:	73.2			
							Weighted Average Trip Generation Rate:		66.99		
							ITE Average Trip Generation Rate:		47.62		
							Blend of FL Studies and ITE Average Trip Generation Rate:		49.63		

**Table A-14**

**Land Use 620: Nursing Home**

Location	Size (Beds)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source	
Lakeland, FL	120	Mar-90	74	66	2.86	11a-4p	2.59	89.0	6.59	Tindale Oliver	
Total Size	120		1	74							
ITE	480		3								
Blended total	600										
							Average Trip Length:	2.59			
							Weighted Average Trip Length:	2.59			
							Weighted Percent New Trip Average:	89.0			
							Weighted Average Trip Generation Rate:		2.86		
							ITE Average Trip Generation Rate:		3.06		
							Blend of FL Studies and ITE Average Trip Generation Rate:		3.02		

**Table A-15**

**Land Use 630: Clinic**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source	
Largo, FL	103.9	Aug-89	614	572	37.03	7a-430p	5.10	93.0	175.63	Tindale Oliver	
St. Petersburg, FL	-	Oct-89	280	252	-	9a-5p	4.10	90.0	-	Tindale Oliver	
Total Size	103.9		2	894							
ITE	63.0		3								
Blended total	166.9										
							Average Trip Length:	4.60			
							Weighted Average Trip Length:	5.10			
							Weighted Percent New Trip Average:	93.0			
							Weighted Average Trip Generation Rate:		37.03		
							ITE Average Trip Generation Rate:		38.16		
							Blend of FL Studies and ITE Average Trip Generation Rate:		37.46		

**Table A-16**

**Land Use 710: General Office Building**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source	
Sarasota Co, FL	14.3	Jun-93	14	14	46.85	-	11.30	-	529.41	Sarasota County	
Gwinnett Co, GA	98.0	Dec-92	-	-	4.30	-	5.40	-	-	Street Smarts	
Gwinnett Co, GA	180.0	Dec-92	-	-	3.60	-	5.90	-	-	Street Smarts	
Pinellas Co, FL	187.0	Oct-89	431	388	18.49	7a-5p	6.30	90.0	104.84	Tindale Oliver	
St. Petersburg, FL	262.8	Sep-89	291	274	-	7a-5p	3.40	94.0	-	Tindale Oliver	
Total Size	742.1		5	736							
ITE	11,286.0		66								
							Average Trip Length:	6.46			
							Weighted Average Trip Length:	5.15			
							Weighted Percent New Trip Average:	92.3			

**Table A-17**

**LUC 720: Small Medical/Dental Office Building: 10,000 sf or Less**

Site	Size (1,000 sf)	Tues., Jan 11		Wedn., Jan 12		Thur., Jan 13		TOTAL		AVERAGE		AVERAGE (per 1,000 sf)			
		IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	TOTAL	
Site 1	2.100	35	35	22	22	13	13	70	70	23.33	23.33	11.11	11.11	22.22	
Site 2	3.000	40	40	52	52	53	53	145	145	48.33	48.33	16.11	16.11	32.22	
Site 3	2.000	28	28	19	21	24	26	71	75	23.67	25.00	11.84	12.50	24.34	
Site 4	1.000	30	30	52	52	57	57	139	139	46.33	46.33	46.33	46.33	92.66	
Site 5	3.024	31	32	43	43	24	24	98	99	32.67	33.00	10.80	10.91	21.71	
Site 6	1.860	22	24	19	17	11	11	52	52	17.33	17.33	9.32	9.32	18.64	
<b>Average</b>											17.59	17.71	35.30		
<b>Average (excluding Site 4)</b>											11.84	11.99	23.83		

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table A-18**

**Land Use 720: Medical-Dental Office Building**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	33	26	-	-	6.00	79.0	-	Kimley-Horn & Associates
Palm Harbor, FL	14.6	Oct-89	104	76	33.98	9a-5p	6.30	73.0	156.27	Tindale Oliver
St. Petersburg, FL	-	Nov-89	34	30	57.20	9a-4p	1.20	88.0	-	Tindale Oliver
Hernando Co, FL	58.4	May-96	390	349	28.52	9a-6p	6.47	89.5	165.09	Tindale Oliver
Hernando Co, FL	28.0	May-96	202	189	49.75	9a-6p	6.06	93.8	282.64	Tindale Oliver
Charlotte Co, FL	11.0	Oct-97	-	186	49.50	9a-5p	4.60	92.1	209.67	Tindale Oliver
Charlotte Co, FL	28.0	Oct-97	-	186	31.00	9a-5p	3.60	81.6	91.04	Tindale Oliver
Charlotte Co, FL	30.4	Oct-97	-	324	39.80	9a-5p	3.30	83.5	109.68	Tindale Oliver
Citrus Co, FL	38.9	Oct-03	-	168	32.26	8-6p	6.80	97.1	213.03	Tindale Oliver
Citrus Co, FL	10.0	Nov-03	-	340	40.56	8-630p	6.20	92.4	232.33	Tindale Oliver
Citrus Co, FL	5.3	Dec-03	-	20	29.36	8-5p	5.25	95.2	146.78	Tindale Oliver
Orange Co, FL	50.6	2009	-	-	-	-	-	-	-	Orange County
Orange Co, FL	23.5	2010	-	-	16.58	-	-	-	-	Tindale Oliver
Total Size	298.6		13	763			<b>Average Trip Length: 5.07</b>			
ITE	672.0		28				<b>Weighted Average Trip Length: 5.55</b>			
Blended total	970.6						Weighted Percent New Trip Average: 88.9			
							Average Trip Generation Rate: 32.59			
							ITE Average Trip Generation Rate: 34.80			
							Blend of FL Studies and ITE Average Trip Generation Rate: 34.12			

**Table A-19**

**Land Use 812: Building Materials and Lumber Store**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	86.9	Jun-93	40	-	-	7a-430p	6.58	73.0	-	Tindale Oliver
Tampa, FL	98.5	Jun-93	40	-	-	7a-430p	6.00	-	-	Tindale Oliver
Tampa, FL	-	Jun-93	40	-	-	7a-430p	5.87	75.7	-	Tindale Oliver
Total Size	185.4		3	120			<b>Average Trip Length: 6.15</b>			
ITE	204.0		12				<b>Weighted Average Trip Length: 6.27</b>			
							Weighted Percent New Trip Average: 74.4			

**Table A-20**

**Land Use 813: Discount Superstore, Free-Standing**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Citrus Co, FL	203.6	Nov-03	-	236	55.01	8a-6p	5.91	91.8	298.5	Tindale Oliver
Total Size	203.6		1				<b>Average Trip Length: 5.91</b>			
ITE	13,065.0		67				<b>Weighted Average Trip Length: 5.91</b>			
Blended total	13,268.6						Weighted Percent New Trip Average: 91.8			
							Average Trip Generation Rate: 55.01			
							ITE Average Trip Generation Rate: 50.70			
							Blend of FL Studies and ITE Average Trip Generation Rate: 50.77			

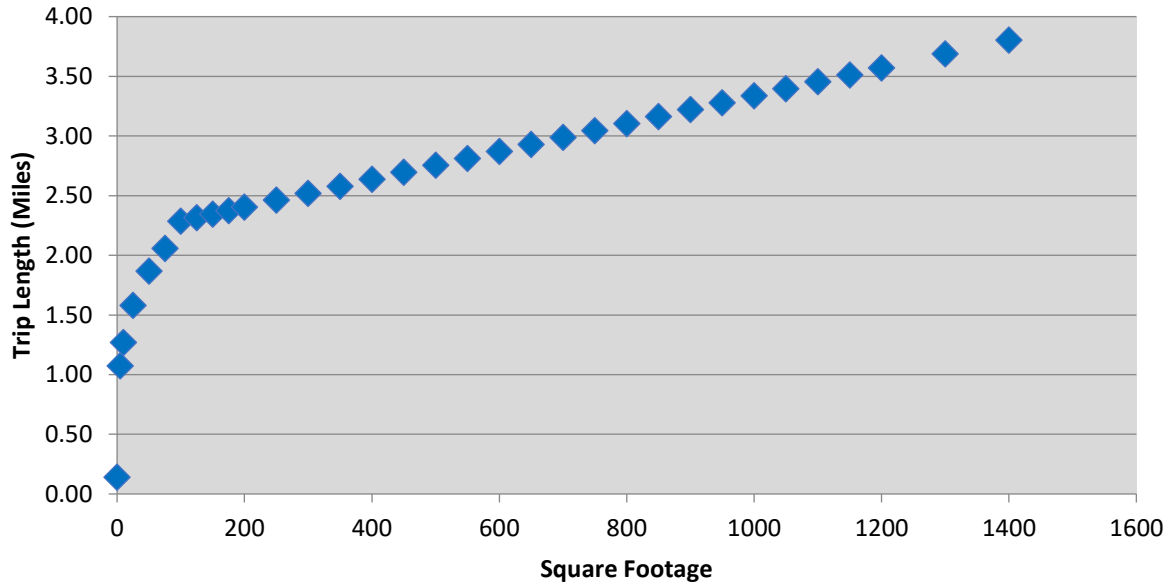
**Table A-21**

**Land Use 820: Retail/Shopping Center**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	527	348	-	-	-	66.0	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	170	-	-	-	1.70	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	354	269	-	-	-	76.0	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	144	-	-	-	2.50	-	-	Kimley-Horn & Associates
St. Petersburg, FL	1,192.0	Aug-89	384	298	-	11a-7p	3.60	78.0	-	Tindale Oliver
St. Petersburg, FL	132.3	Sep-89	400	368	77.00	10a-7p	1.80	92.0	127.51	Tindale Oliver
Largo, FL	425.0	Aug-89	160	120	26.73	10a-6p	2.30	75.0	46.11	Tindale Oliver
Dunedin, FL	80.5	Sep-89	276	210	81.48	9a-5p	1.40	76.0	86.69	Tindale Oliver
Pinellas Park, FL	696.0	Sep-89	485	388	-	9a-6p	3.20	80.0	-	Tindale Oliver
Seminole, FL	425.0	Oct-89	674	586	-	-	-	87.0	-	Tindale Oliver
Hillsborough Co, FL	134.0	Jul-91	-	-	-	-	1.30	74.0	-	Tindale Oliver
Hillsborough Co, FL	151.0	Jul-91	-	-	-	-	1.30	73.0	-	Tindale Oliver
Collier Co, FL	-	Aug-91	68	64	-	-	3.33	94.1	-	Tindale Oliver
Collier Co, FL	-	Aug-91	208	154	-	-	2.64	74.0	-	Tindale Oliver
Sarasota/Bradenton, FL	109.0	Sep-92	300	185	-	12a-6p	-	61.6	-	King Engineering Associates, Inc.
Ocala, FL	133.4	Sep-92	300	192	-	12a-6p	-	64.0	-	King Engineering Associates, Inc.
Gwinnett Co, GA	99.1	Dec-92	-	-	46.00	-	3.20	70.0	103.04	Street Smarts
Gwinnett Co, GA	314.7	Dec-92	-	-	27.00	-	8.50	84.0	192.78	Street Smarts
Sarasota Co, FL	110.0	Jun-93	58	58	122.14	-	3.20	-	-	Sarasota County
Sarasota Co, FL	146.1	Jun-93	65	65	51.53	-	2.80	-	-	Sarasota County
Sarasota Co, FL	157.5	Jun-93	57	57	79.79	-	3.40	-	-	Sarasota County
Sarasota Co, FL	191.0	Jun-93	62	62	66.79	-	5.90	-	-	Sarasota County
Hernando Co, FL	107.8	May-96	608	331	77.60	9a-6p	4.68	54.5	197.85	Tindale Oliver
Charlotte Co, FL	88.0	Oct-97	-	-	73.50	9a-5p	1.80	57.1	75.56	Tindale Oliver
Charlotte Co, FL	191.9	Oct-97	-	-	72.00	9a-5p	2.40	50.9	87.97	Tindale Oliver
Charlotte Co, FL	51.3	Oct-97	-	-	43.00	9a-5p	2.70	51.8	60.08	Tindale Oliver
Lake Co, FL	67.8	Apr-01	246	177	102.60	-	3.40	71.2	248.37	Tindale Oliver
Lake Co, FL	72.3	Apr-01	444	376	65.30	-	4.50	59.0	173.37	Tindale Oliver
Pasco Co, FL	65.6	Apr-02	222	-	145.64	9a-5p	1.46	46.9	99.62	Tindale Oliver
Pasco Co, FL	75.8	Apr-02	134	-	38.23	9a-5p	2.36	58.2	52.52	Tindale Oliver
Citrus Co, FL	185.0	Oct-03	-	784	55.84	8a-6p	2.40	88.1	118.05	Tindale Oliver
Citrus Co, FL	91.3	Nov-03	-	390	54.50	8a-6p	1.60	88.0	76.77	Tindale Oliver
Bozeman, MT	104.3	Dec-06	359	359	46.96	-	3.35	49.0	77.08	Tindale Oliver
Bozeman, MT	159.9	Dec-06	502	502	56.49	-	1.56	54.0	47.59	Tindale Oliver
Bozeman, MT	35.9	Dec-06	329	329	69.30	-	1.39	74.0	71.28	Tindale Oliver
Total Size	5,757.5		35	7,536			<b>Average Trip Length: 2.66</b>			

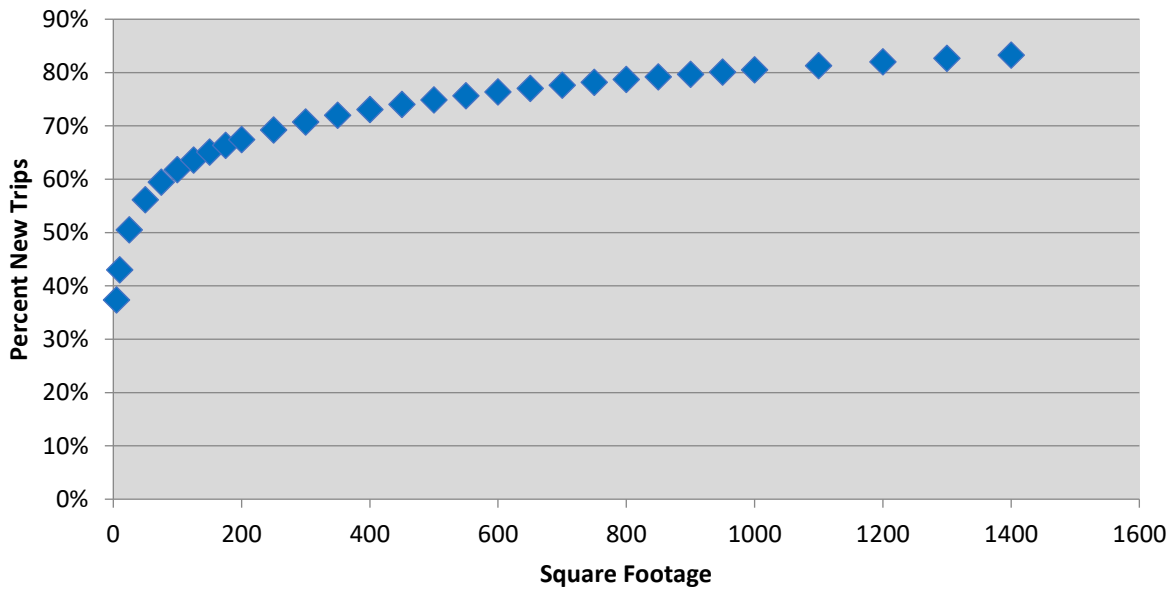
Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Figure A-1**  
**Retail/Shopping Center (LUC 820) – Florida Curve Trip Length Regression**



Source: Regression analysis based on FL Studies data for LUC 820

**Figure A-2**  
**Retail/Shopping Center (LUC 820) – Florida Curve Percent New Trips Regression**



Source: Regression analysis based on FL Studies data for LUC 820

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**Table A-22**

**Land Use 840/841: New/Used Automobile Sales**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
St.Petersburg, FL	43.0	Oct-89	152	120	-	9a-5p	4.70	79.0	-	Tindale Oliver
Clearwater, FL	43.0	Oct-89	136	106	29.40	9a-5p	4.50	78.0	103.19	Tindale Oliver
Orange Co, FL	13.8	1997	-	-	35.75	-	-	-	-	Orange County
Orange Co, FL	34.4	1998	-	-	23.45	-	-	-	-	Orange County
Orange Co, FL	66.3	2001	-	-	28.50	-	-	-	-	Orange County
Orange Co, FL	39.1	2002	-	-	10.48	-	-	-	-	Orange County
Orange Co, FL	116.7	2003	-	-	22.18	-	-	-	-	Orange County
Orange Co, FL	51.7	2007	-	-	40.34	-	-	-	-	L-TEC
Orange Co, FL	36.6	-	-	-	15.17	-	-	-	-	Orange County
Orange Co, FL	216.4	2008	-	-	13.45	-	-	-	-	Orange County
Total Size	618.0		10	288	Average Trip Length:		4.60			
ITE (840)	648.0		18		Weighted Average Trip Length:		4.60			
ITE (841)	28.0		14		Weighted Percent New Trip Average:		78.5			
Blended total	1,294.0				Weighted Average Trip Generation Rate:			21.04		
					ITE Average Trip Generation Rate (LUC 840):			27.84		
					ITE Average Trip Generation Rate (LUC 841):			27.06		
					Blend of FL Studies and ITE Average Trip Generation Rate:			24.58		

**Table A-23**

**Land Use 850: Supermarket**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Palm Harbor, FL	62.0	Aug-89	163	62	106.26	9a-4p	2.08	56.0	123.77	Tindale Oliver
Total Size	62.0		1	163	Average Trip Length:		2.08			
ITE	170.0		5		Weighted Average Trip Length:		2.08			
Blended total	232.0				Weighted Percent New Trip Average:		56.0			
					Weighted Average Trip Generation Rate:			106.26		
					ITE Average Trip Generation Rate:			106.78		
					Blend of FL Studies and ITE Average Trip Generation Rate:			106.64		

**Table A-24**

**Land Use 851: Convenience Market**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	80	-	-	-	1.10	-	-	Kimley-Horn & Associates
Largo, FL	2.5	8/15,25/89	171	116	634.80	-	1.20	68.0	518.00	Tindale Oliver
Clearwater, FL	2.5	Aug-89	237	64	690.80	-	1.60	27.0	298.43	Tindale Oliver
Clearwater, FL	2.1	Nov-89	143	50	635.24	24hr.	1.60	35.0	355.73	Tindale Oliver
Marion Co, FL	2.5	Jun-91	94	43	787.20	48hrs.	1.52	46.2	552.80	Tindale Oliver
Marion Co, FL	2.5	Jun-91	74	20	714.00	48hrs.	0.75	27.0	144.59	Tindale Oliver
Collier Co, FL	-	Aug-91	146	36	-	-	2.53	24.7	-	Tindale Oliver
Collier Co, FL	-	Aug-91	148	38	-	-	1.08	25.7	-	Tindale Oliver
Collier Co, FL	-	Aug-91	148	84	-	-	1.11	56.8	-	Tindale Oliver
Gwinnett Co, GA	2.9	12/13-18/92	-	-	-	-	2.30	48.0	-	Street Smarts
Gwinnett Co, GA	3.2	12/13-18/92	-	-	-	-	-	37.0	-	Street Smarts
Total Size	18.2		11	1,241	Average Trip Length:		1.48			
ITE	24.0		8		Weighted Average Trip Length:		1.52			
Blended total	42.2				Weighted Percent New Trip Average:		41.3			
	36.1				Weighted Average Trip Generation Rate:			694.30		
					ITE Average Trip Generation Rate:			762.28		
					Blend of FL Studies and ITE Average Trip Generation Rate:			739.50		

**Table A-25**

**Land Use 880/881: Pharmacy with and without Drive-Through Window**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pasco Co, FL	11.1	Apr-02	138	38	88.97	-	2.05	27.5	50.23	Tindale Oliver
Pasco Co, FL	12.0	Apr-02	212	90	122.16	-	2.04	42.5	105.79	Tindale Oliver
Pasco Co, FL	15.1	Apr-02	1192	54	97.96	-	2.13	28.1	58.69	Tindale Oliver
Total Size	38.2		3	1,542	Average Trip Length:		2.07			
ITE (LUC 880)	66.0		6		Weighted Average Trip Length:		2.08			
ITE (LUC 881)	208.0		16		Weighted Percent New Trip Average:		32.4			
Blended total	312.2				Average Trip Generation Rate:			103.03		
					ITE Average Trip Generation Rate (LUC 880):			90.08		
					ITE Average Trip Generation Rate (LUC 881):			109.16		
					Blend of FL Studies and ITE Average Trip Generation Rate:			104.37		

**Table A-26**

**Land Use 890: Furniture Store**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	15.0	7/28-30/92	64	34	-	-	4.63	52.5	-	Tindale Oliver
Tampa, FL	16.9	Jul-92	68	39	-	-	7.38	55.7	-	Tindale Oliver
Total Size	31.90		2	132	Average Trip Length:		6.01			
ITE	779.0		19		Weighted Average Trip Length:		6.09			
Blended total	810.90				Weighted Percent New Trip Average:		54.2			

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**Table A-27**

**Land Use 912: Drive-In Bank**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	77	-	-	-	2.40	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	211	-	-	-	-	54.0	-	Kimley-Horn & Associates
Clearwater, FL	0.4	Aug-89	113	52	-	9a-6p	5.20	46.0	-	Tindale Oliver
Largo, FL	2.0	Sep-89	129	94	-	-	1.60	73.0	-	Tindale Oliver
Seminole, FL	4.5	Oct-89	-	-	-	-	-	-	-	Tindale Oliver
Marion Co, FL	2.3	Jun-91	69	29	-	24hr.	1.33	42.0	-	Tindale Oliver
Marion Co, FL	3.1	Jun-91	47	32	-	24hr.	1.75	68.1	-	Tindale Oliver
Marion Co, FL	2.5	Jul-91	57	26	-	48hrs.	2.70	45.6	-	Tindale Oliver
Collier Co, FL	-	Aug-91	162	96	-	24hr.	0.88	59.3	-	Tindale Oliver
Collier Co, FL	-	Aug-91	116	54	-	-	1.58	46.6	-	Tindale Oliver
Collier Co, FL	-	Aug-91	142	68	-	-	2.08	47.9	-	Tindale Oliver
Hernando Co, FL	5.4	May-96	164	41	-	9a-6p	2.77	24.7	-	Tindale Oliver
Marion Co, FL	2.4	Apr-02	70	-	-	24hr.	3.55	54.6	-	Kimley-Horn & Associates
Marion Co, FL	2.7	May-02	50	-	-	24hr.	2.66	40.5	265.44	Kimley-Horn & Associates
Total Size	25.2	14	1,407	Average Trip Length:		2.38				
ITE	147.0	21		Weighted Average Trip Length:		2.46				
Blended total	172.2			Weighted Percent New Trip Average:		46.2	Weighted Average Trip Generation Rate:		246.66	
	149.7						ITE Average Trip Generation Rate:		100.03	
							Blend of FL Studies and ITE Average Trip Generation Rate:		102.66	

**Table A-28**

**Land Use 931: Quality Restaurant**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	76	62	-	-	2.10	82.0	-	Kimley-Horn & Associates
St. Petersburg, FL	7.5	Oct-89	177	154	-	11a-2p/4-8p	3.50	87.0	-	Tindale Oliver
Clearwater, FL	8.0	Oct-89	60	40	110.63	10a-2p/5-9p	2.80	67.0	207.54	Tindale Oliver
Total Size	15.5	3	313	Average Trip Length:		2.80				
ITE	90.0	10		Weighted Average Trip Length:		3.14				
Blended total	105.5			Weighted Percent New Trip Average:		76.7	Weighted Average Trip Generation Rate:		110.63	
							ITE Average Trip Generation Rate:		83.84	
							Blend of FL Studies and ITE Average Trip Generation Rate:		86.03	

**Table A-29**

**Land Use 932: High-Turnover (Sit-Down) Restaurant**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Hernando Co, FL	6.2	1996	242	175	187.51	9a-6p	2.76	72.5	375.00	Tindale Oliver
Hernando Co, FL	8.2	1996	154	93	102.71	9a-6p	4.15	60.2	256.43	Tindale Oliver
St. Petersburg, FL	5.0	1989	74	68	132.60	1130-7p	2.00	92.0	243.98	Tindale Oliver
Kenneth City, FL	5.2	1989	236	176	127.88	4p-730p	2.30	75.0	220.59	Tindale Oliver
Pasco Co, FL	5.2	2002	114	88	82.47	9a-6p	3.72	77.2	236.81	Tindale Oliver
Pasco Co, FL	5.8	2002	182	102	116.97	9a-6p	3.49	56.0	228.77	Tindale Oliver
Orange Co, FL	5.0	1996	-	-	135.68	-	-	-	-	Orange County
Orange Co, FL	9.7	1996	-	-	132.32	-	-	-	-	Orange County
Orange Co, FL	11.2	1998	-	-	18.76	-	-	-	-	Orange County
Orange Co, FL	7.0	1998	-	-	126.40	-	-	-	-	Orange County
Orange Co, FL	4.6	1998	-	-	129.23	-	-	-	-	Orange County
Orange Co, FL	7.4	1998	-	-	147.44	-	-	-	-	Orange County
Orange Co, FL	6.7	1998	-	-	82.58	-	-	-	-	Orange County
Orange Co, FL	11.3	2000	-	-	95.33	-	-	-	-	Orange County
Orange Co, FL	7.2	2000	-	-	98.06	-	-	-	-	Orange County
Orange Co, FL	11.4	2001	-	-	91.67	-	-	-	-	Orange County
Orange Co, FL	5.6	2001	-	-	145.59	-	-	-	-	Orange County
Orange Co, FL	5.5	-	-	-	100.18	-	-	-	-	Orange County
Orange Co, FL	11.3	-	-	-	62.12	-	-	-	-	Orange County
Orange Co, FL	10.4	-	-	-	31.77	-	-	-	-	Orange County
Orange Co, FL	5.9	-	-	-	147.74	-	-	-	-	Orange County
Orange Co, FL	8.9	2008	-	-	52.69	-	-	-	-	Orange County
Orange Co, FL	9.7	2010	-	-	105.84	-	-	-	-	Orange County
Orange Co, FL	9.5	2013	-	-	40.46	-	-	-	-	Orange County
Orange Co, FL	11.0	2015	-	-	138.39	-	-	-	-	Orange County
Total Size	194.9	25	1,102	Average Trip Length:		3.07				
ITE	250.0	50		Weighted Average Trip Length:		3.17				
Blended total	444.9			Weighted Percent New Trip Average:		70.8	Weighted Average Trip Generation Rate:		98.67	
							ITE Average Trip Generation Rate:		112.18	
							Blend of FL Studies and ITE Average Trip Generation Rate:		106.26	

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**Table A-30**

**Land Use 934: Fast Food Restaurant with Drive-Through Window**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	61	-	-	-	2.70	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	306	-	-	-	-	65.0	-	Kimley-Horn & Associates
Pinellas Co, FL	2.20	Aug-89	81	48	502.80	11a-2p	1.70	59.0	504.31	Tindale Oliver
Pinellas Co, FL	4.30	Oct-89	456	260	660.40	1 day	2.30	57.0	865.78	Tindale Oliver
Tarpon Springs, FL	-	Oct-89	233	114	-	7a-7p	3.60	49.0	-	Tindale Oliver
Marion Co, FL	1.60	Jun-91	60	32	962.50	48hrs.	0.91	53.3	466.84	Tindale Oliver
Marion Co, FL	4.00	Jun-91	75	46	625.00	48hrs.	1.54	61.3	590.01	Tindale Oliver
Collier Co, FL	-	Aug-91	66	44	-	-	1.91	66.7	-	Tindale Oliver
Collier Co, FL	-	Aug-91	118	40	-	-	1.17	33.9	-	Tindale Oliver
Hernando Co, FL	5.43	May-96	136	82	311.83	9a-6p	1.68	60.2	315.27	Tindale Oliver
Hernando Co, FL	3.13	May-96	168	82	547.34	9a-6p	1.59	48.8	425.04	Tindale Oliver
Orange Co, FL	8.93	1996	-	-	377.00	-	-	-	-	Orange County
Lake Co, FL	2.20	Apr-01	376	252	934.30	-	2.50	74.6	1742.47	Tindale Oliver
Lake Co, FL	3.20	Apr-01	171	182	654.90	-	-	47.8	-	Tindale Oliver
Lake Co, FL	3.80	Apr-01	188	137	353.70	-	3.30	70.8	826.38	Tindale Oliver
Pasco Co, FL	2.66	Apr-02	100	46	283.12	9a-6p	-	46.0	-	Tindale Oliver
Pasco Co, FL	2.95	Apr-02	486	164	515.32	9a-6p	2.72	33.7	472.92	Tindale Oliver
Pasco Co, FL	4.42	Apr-02	168	120	759.24	9a-6p	1.89	71.4	1024.99	Tindale Oliver
Hernando Co, FL	2.70	Apr-07	520	-	640.74	7a-6p	2.52	79.0	1275.59	Tindale Oliver
Hernando Co, FL	2.40	Apr-07	115	-	594.58	7a-6p	3.14	81.0	1512.25	Tindale Oliver
Hernando Co, FL	2.43	Apr-07	318	-	541.98	7a-6p	2.91	77.0	1214.41	Tindale Oliver
Hernando Co, FL	4.47	Apr-07	261	-	458.17	7a-6p	3.47	72.0	1144.69	Tindale Oliver
Total Size	60.8		22	4,463			<b>Average Trip Length: 2.31</b>			
ITE	201.0		67				<b>Weighted Average Trip Length: 2.32</b>			
Blended total	261.8									
	46.0									
								Weighted Percent New Trip Average:	62.2	
								Weighted Average Trip Generation Rate:		532.81
								ITE Average Trip Generation Rate:		470.95
								Blend of FL Studies and ITE Average Trip Generation Rate:		<b>485.32</b>

**Table A-31**

**Land Use 942: Automobile Care Center**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	5.5	Sep-89	34	30	37.64	9a-5p	2.40	88.0	79.50	Tindale Oliver
Jacksonville, FL	2.3	2/3-4/90	124	94	-	9a-5p	3.07	76.0	-	Tindale Oliver
Jacksonville, FL	2.3	2/3-4/90	110	74	-	9a-5p	2.96	67.0	-	Tindale Oliver
Jacksonville, FL	2.4	2/3-4/90	132	87	-	9a-5p	2.32	66.0	-	Tindale Oliver
Lakeland, FL	5.2	Mar-90	24	14	-	9a-4p	1.36	59.0	-	Tindale Oliver
Lakeland, FL	-	Mar-90	54	42	-	9a-4p	2.44	78.0	-	Tindale Oliver
Orange Co, FL	25.0	Nov-92	41	39	-	2-6p	4.60	-	-	LCE, Inc.
Orange Co, FL	36.6	-	-	-	15.17	-	-	-	-	Orange County
Orange Co, FL	7.0	-	-	-	46.43	-	-	-	-	Orange County
Total Size	86.2		9	519			<b>Average Trip Length: 2.74</b>			
ITE	102.0		6				<b>Weighted Average Trip Length: 3.62</b>			
Blended total	188.2									
	151.1									
								Weighted Percent New Trip Average:	72.2	
								Weighted Average Trip Generation Rate:		22.14
								ITE Average Trip Generation Rate (adjusted):		31.10
								Blend of FL Studies and ITE Average Trip Generation Rate:		<b>28.19</b>

**Table A-32**

**Land Use 944: Gasoline/Service Station**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	0.6	Nov-89	70	14	-	8am-5pm	1.90	23.0	-	Tindale Oliver
Collier Co, FL	-	Aug-91	168	40	-	-	1.01	23.8	-	Tindale Oliver
Total Size	0.6		2	238			<b>Average Trip Length: 1.46</b>			
ITE LUC 944 (vfp)	144.0		18				<b>Weighted Average Trip Length: 1.90</b>			
ITE LUC 945 (vfp)	90.0		5							
								Weighted Percent New Trip Average:	23.0	

**Table A-33**

**Land Use 947: Self-Service Car Wash**

Location	Size (Bays)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	10	Nov-89	111	84	-	8am-5pm	2.00	76.0	-	Tindale Oliver
Clearwater, FL	-	Nov-89	177	108	-	10am-5pm	1.30	61.0	-	Tindale Oliver
Collier Co, FL	11	Dec-09	304	-	30.24	-	2.50	57.0	-	Tindale Oliver
Collier Co, FL	8	Jan-09	186	-	22.75	-	1.96	72.0	-	Tindale Oliver
Total Size	29		4	778			<b>Average Trip Length: 1.94</b>			
Total Size (TGR)	19		2				<b>Weighted Average Trip Length: 2.18</b>			
ITE	5		1							
Blended total	24									
								Weighted Percent New Trip Average:	67.7	
								Weighted Average Trip Generation Rate:		27.09
								ITE Average Trip Generation Rate:		108.00
								Blend of FL Studies and ITE Average Trip Generation Rate:		<b>43.94</b>

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table A-34**

**Land Use n/a: Gasoline/Fast Food/Convenience Store**

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Volusia Co, FL	-	-	-	-	918.00	-	2.40	33.0	727.06	Tindale Oliver
Indian River Co, FL	2.5	Mar-98	132	52	748.30	8a-6p	3.70	19.7	545.44	Tindale Oliver
Indian River Co, FL	3.0	Mar-98	107	84	563.10	8a-6p	2.00	39.3	442.60	Tindale Oliver
Indian River Co, FL	3.1	Mar-98	132	110	1,396.00	8a-6p	1.80	41.7	1,047.84	Tindale Oliver
Collier Co, FL	2.4	Nov-99	-	128	1,399.58	8a-6p	4.10	13.3	763.19	Tindale Oliver
Collier Co, FL	3.3	Nov-99	-	144	862.56	8a-6p	2.20	39.6	751.46	Tindale Oliver
Total Size			14.3	6	371	<b>Average Trip Length: 2.70</b>				
							<b>Weighted Average Trip Length: 2.65</b>			
								Weighted Percent New Trip Average: 32.1		
								Weighted Average Trip Generation Rate:		984.59

**Demand Variable Changes**

Since the last demand component update in 2013, the trip generation rate (TGR), trip length (TL), and percent new trips (PNT) has changed for several land uses. Tables A-35 through A-38 present the change in each variable for each land use for the 2020 update.

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table A-35**  
**Percent Change in Gross VMT of Impact Fee Land Uses**

LUC	Land Use	Unit	GVTM 2013	GVTM 2020	% Change	Explanation
<b>RESIDENTIAL:</b>						
210	Single Family (Detached)	du	25.85	25.85	0%	No change
220	Multi-Family (Low-Rise); 1-2 Levels	du	16.83	18.67	11%	TGR update, see Table A-36
221	Multi-Family (Mid-Rise); 3-10 Levels	du	16.83	13.87	-18%	TGR update, see Table A-36
n/a	Residential Condominium/Townhouse	du	14.69	-	-	Land use removed from schedule
240	Mobile Home Park	du	9.59	9.59	0%	No change
251	Senior Adult Housing - Detached	du	8.46	9.49	12%	TGR update, see Table A-36
252	Senior Adult Housing - Attached	du	-	7.23	-	New land use
253	Congregate Care Facility	du	2.49	2.49	0%	No change
254	Assisted Living	bed	-	2.88	-	New land use
255	Continuing Care Retirement Center	du	-	2.66	-	New land use
<b>LODGING:</b>						
310	Hotel	room	13.14	11.47	-13%	TGR update, see Table A-36
320	Motel	room	9.41	5.60	-40%	TGR update, see Table A-36
<b>RECREATION:</b>						
416	RV Park	occ. site	3.73	3.73	0%	No change
420	Marina	berth	8.82	7.18	-19%	TGR update, see Table A-36
430	Golf Course	acre	15.01	11.14	-26%	TGR update, see Table A-36
444	Movie Theater	screen	104.16	112.17	8%	TGR update, see Table A-36
492	Health Club	1,000 sf	79.71	83.51	5%	TGR update, see Table A-36
<b>INSTITUTIONS:</b>						
520	Elementary School (Private)	student	2.22	2.50	13%	TGR & TL update, see Tables A-36 and A-37
522	Middle School (Private)	student	3.13	2.82	-10%	TGR, TL, & PNT update, see Tables A-36, A-37, and A-38
530	High School (Private)	student	3.31	3.02	-9%	TGR & TL update, see Tables A-36 and A-37
540	University/Junior College (7,500 or fewer students) (Private)	student	5.96	5.96	0%	No change
550	University/Junior College (more than 7,500 students) (Private)	student	4.47	4.47	0%	No change
560	Public Assembly	1,000 sf	-	12.23	-	New land use
565	Day Care Center	1,000 sf	53.26	36.77	-31%	TGR update, see Table A-36
<b>MEDICAL:</b>						
610	Hospital	1,000 sf	33.69	27.68	-18%	TGR & PNT update, see Tables A-36 and A-38
620	Nursing Home	bed	3.18	3.48	9%	TGR update, see Table A-36
630	Clinic	1,000 sf	78.78	88.84	13%	TGR update, see Table A-36
<b>OFFICE:</b>						
710	General Office 100,000 sq ft or less	1,000 sf	31.10	23.07	-26%	TGR update, see Table A-36
	General Office 100,001-200,000 sq ft	1,000 sf	26.34	23.07	-12%	TGR update, see Table A-36
	General Office greater than 200,000 sq ft	1,000 sf	22.29	23.07	3%	TGR update, see Table A-36
720	Medical Office 10,000 sq ft or less	1,000 sf	58.85	58.85	0%	No change
720	Medical Office greater than 10,000 sq ft	1,000 sf	85.75	84.27	-2%	TGR update, see Table A-36
<b>RETAIL:</b>						
812	Building Materials/Lumber Store	1,000 sf	104.77	41.87	-60%	TGR update, see Table A-36
813	Discount Superstore; Free-Standing	1,000 sf	138.16	40.82	-70%	TGR, TL, & PNT update, see Tables A-36, A-37, and A-38
816	Hardware/Paint Store	1,000 sf	26.86	4.79	-82%	TGR, TL, & PNT update, see Tables A-36, A-37, and A-38
820	General Commercial Center 50,000 sq ft or less	1,000 sf	45.32	37.57	-17%	TGR, TL, & PNT update, see Tables A-36, A-37, and A-38
	General Commercial Center greater than 50,000 sq ft	1,000 sf	39.56	37.57	-5%	TGR, TL, & PNT update, see Tables A-36, A-37, and A-38
840/841	New/Used Auto Sales	1,000 sf	49.28	44.66	-9%	TGR update, see Table A-36
850	Supermarket	1,000 sf	60.21	62.11	3%	TGR update, see Table A-36
853	Convenience Market w/Gas Pumps	1,000 sf	201.40	-	-	Land use removed from schedule
862	Home Improvement Superstore	1,000 sf	24.71	23.38	-5%	TL & PNT update, see Tables A-37 and A-38
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	31.94	34.73	9%	TGR update, see Table A-36
890	Furniture Store	1,000 sf	8.32	10.36	25%	TGR update, see Table A-36
<b>SERVICES:</b>						
912	Bank/Savings Drive-In	1,000 sf	90.15	58.09	-36%	TGR update, see Table A-36
931	Quality Restaurant	1,000 sf	110.13	104.00	-6%	TGR update, see Table A-36
932	High-Turnover Restaurant	1,000 sf	131.22	119.58	-9%	TGR update, see Table A-36
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	369.78	349.04	-6%	TGR update, see Table A-36
942	Automobile Care Center	1,000 sf	40.96	36.74	-10%	TGR update, see Table A-36
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	36.83	37.58	2%	TGR update, see Table A-36
945	Gas Station w/Convenience Market 2,000-2,999 sq ft	fuel pos.	36.83	44.87	22%	TGR update, see Table A-36
960	Gas Station w/Convenience Market 3,000+ sq ft	fuel pos.	36.83	50.37	37%	TGR update, see Table A-36
947	Self-Service Car Wash	service bay	32.57	32.57	0%	No change
n/a	Convenience/Gasoline/Fast Food Restaurant	1,000 sf	417.47	417.47	0%	No change
<b>INDUSTRIAL:</b>						
110	General Light Industrial	1,000 sf	16.51	11.75	-29%	TGR update, see Table A-36
120	General Heavy Industrial	1,000 sf	3.55	-	-	Land use removed from schedule
130	Industrial Park	1,000 sf	16.18	7.98	-51%	TGR update, see Table A-36
140	Manufacturing	1,000 sf	9.05	9.31	3%	TGR update, see Table A-36

- Gross VMT = TGR \* TL \* PNT / 2
- Individual variables are shown in Tables A-36 through A-38

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table A-36**  
**Percent Change in Trip Generation Rate of Impact Fee Land Uses**

LUC	Land Use	Unit	Trip Rate 2013	Trip Rate 2020	% Change	Explanation
<b>RESIDENTIAL:</b>						
210	Single Family (Detached)	du	7.81	7.81	0%	No change
220	Multi-Family (Low-Rise); 1-2 Levels	du	6.60	7.32	11%	Re-alignment of multi-family uses in ITE 10th Ed.
221	Multi-Family (Mid-Rise); 3-10 Levels	du	6.60	5.44	-18%	Re-alignment of multi-family uses in ITE 10th Ed.
n/a	Residential Condominium/Townhouse	du	5.76	-	-	Use removed from ITE 10th Edition, see LUC 220-222
240	Mobile Home Park	du	4.17	4.17	0%	No change
251	Senior Adult Housing - Detached	du	3.12	3.50	12%	Updated TGR in ITE 10th Edition
252	Senior Adult Housing - Attached	du	-	3.33	-	New land use
253	Congregate Care Facility	du	2.25	2.25	0%	No change
254	Assisted Living	bed	-	2.60	-	New land use
255	Continuing Care Retirement Center	du	-	2.40	-	New land use
<b>LODGING:</b>						
310	Hotel	room	6.36	5.55	-13%	Additional FL Studies added and updated TGR in ITE 10th Edition
320	Motel	room	5.63	3.35	-40%	Updated TGR in ITE 10th Edition
<b>RECREATION:</b>						
416	RV Park	occ. site	1.62	1.62	0%	No change
420	Marina	berth	2.96	2.41	-19%	Updated TGR in ITE 10th Edition
430	Golf Course	acre	5.04	3.74	-26%	Updated TGR in ITE 10th Edition
444	Movie Theater	screen	106.63	114.83	8%	Updated TGR in ITE 10th Edition
492	Health Club	1,000 sf	32.93	34.50	5%	Updated TGR in ITE 10th Edition (peak hour adjusted for daily)
<b>INSTITUTIONS:</b>						
520	Elementary School (Private)	student	1.29	1.89	47%	Updated TGR in ITE 10th Edition
522	Middle School (Private)	student	1.62	2.13	31%	Updated TGR in ITE 10th Edition
530	High School (Private)	student	1.71	2.03	19%	Updated TGR in ITE 10th Edition
540	University/Junior College (7,500 or fewer students) (Private)	student	2.00	2.00	0%	No change
550	University/Junior College (more than 7,500 students) (Private)	student	1.50	1.50	0%	No change
560	Public Assembly	1,000 sf	-	6.95	-	New land use
565	Day Care Center	1,000 sf	71.88	49.63	-31%	Updated TGR in ITE 10th Edition
<b>MEDICAL:</b>						
610	Hospital	1,000 sf	13.22	10.72	-19%	Updated TGR in ITE 10th Edition
620	Nursing Home	bed	2.76	3.02	9%	Updated TGR in ITE 10th Edition
630	Clinic	1,000 sf	33.22	37.46	13%	Updated TGR in ITE 10th Edition
<b>OFFICE:</b>						
710	General Office 100,000 sq ft or less	1,000 sf	13.13	9.74	-26%	Updated TGR in ITE 10th Edition, removal of tiering
	General Office 100,001-200,000 sq ft	1,000 sf	11.12	9.74	-12%	Updated TGR in ITE 10th Edition, removal of tiering
	General Office greater than 200,000 sq ft	1,000 sf	9.41	9.74	4%	Updated TGR in ITE 10th Edition, removal of tiering
720	Medical Office 10,000 sq ft or less	1,000 sf	23.83	23.83	0%	No change
720	Medical Office greater than 10,000 sq ft	1,000 sf	34.72	34.12	-2%	Updated TGR in ITE 10th Edition
<b>RETAIL:</b>						
812	Building Materials/Lumber Store	1,000 sf	45.16	18.05	-60%	Updated TGR in ITE 10th Edition
813	Discount Superstore; Free-Standing	1,000 sf	50.82	50.77	0%	Updated TGR in ITE 10th Edition
816	Hardware/Paint Store	1,000 sf	51.29	9.14	-82%	Updated TGR in ITE 10th Edition
820	General Commercial Center 50,000 sq ft or less	1,000 sf	86.56	37.75	-56%	Updated TGR in ITE 10th Edition, removal of tiering
	General Commercial Center greater than 50,000 sq ft	1,000 sf	36.27	37.75	4%	Updated TGR in ITE 10th Edition, removal of tiering
840/841	New/Used Auto Sales	1,000 sf	27.12	24.58	-9%	Updated TGR in ITE 10th Edition. Blend of LUC 840 and 841
850	Supermarket	1,000 sf	103.38	106.64	3%	Updated TGR in ITE 10th Edition
853	Convenience Market w/Gas Pumps	1,000 sf	772.23	-	-	Use removed from schedule. Use LUC 944, 945 or 960 for Gas w/ Conv. Market
862	Home Improvement Superstore	1,000 sf	30.74	30.74	0%	No change
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	95.96	104.37	9%	Updated TGR in ITE 10th Edition. Blend of LUC 880 and 881
890	Furniture Store	1,000 sf	5.06	6.30	25%	Updated TGR in ITE 10th Edition
<b>SERVICES:</b>						
912	Bank/Savings Drive-In	1,000 sf	159.34	102.66	-36%	Updated TGR in ITE 10th Edition
931	Quality Restaurant	1,000 sf	91.10	86.03	-6%	Updated TGR in ITE 10th Edition
932	High-Turnover Restaurant	1,000 sf	116.60	106.26	-9%	Updated TGR in ITE 10th Edition
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	514.15	485.32	-6%	Updated TGR in ITE 10th Edition
942	Automobile Care Center	1,000 sf	31.43	28.19	-10%	Updated TGR in ITE 10th Edition
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	168.56	172.01	2%	Re-alignment of Gas Station w/Convenience Market land uses in ITE 10th Ed.
945	Gas Station w/Convenience Market 2,000-2,999 sq ft	fuel pos.	168.56	205.36	22%	Re-alignment of Gas Station w/Convenience Market land uses in ITE 10th Ed.
960	Gas Station w/Convenience Market 3,000+ sq ft	fuel pos.	168.56	230.52	37%	Re-alignment of Gas Station w/Convenience Market land uses in ITE 10th Ed.
947	Self-Service Car Wash	service bay	43.94	43.94	0%	No change
n/a	Convenience/Gasoline/Fast Food Restaurant	1,000 sf	984.59	984.59	0%	No change
<b>INDUSTRIAL:</b>						
110	General Light Industrial	1,000 sf	6.97	4.96	-29%	Updated TGR in ITE 10th Edition
120	General Heavy Industrial	1,000 sf	1.50	-	-	Use removed from ITE 10th Edition, see LUC 140
130	Industrial Park	1,000 sf	6.83	3.37	-51%	Updated TGR in ITE 10th Edition
140	Manufacturing	1,000 sf	3.82	3.93	3%	Updated TGR in ITE 10th Edition
150	Warehouse	1,000 sf	3.56	1.74	-51%	Updated TGR in ITE 10th Edition
151	Mini-Warehouse	1,000 sf	2.15	1.49	-31%	Updated TGR in ITE 10th Edition

- See Appendix D for additional information

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table A-37**  
**Percent Change in Trip Length of Impact Fee Land Uses**

LUC	Land Use	Unit	Trip Length 2013	Trip Length 2020	% Change	Explanation
<b>RESIDENTIAL:</b>						
210	Single Family (Detached)	du	6.62	6.62	0%	No change
220	Multi-Family (Low-Rise); 1-2 Levels	du	5.10	5.10	0%	No change
221	Multi-Family (Mid-Rise); 3-10 Levels	du	5.10	5.10	0%	No change
n/a	Residential Condominium/Townhouse	du	5.10	-	-	Land use no longer in fee schedule
240	Mobile Home Park	du	4.60	4.60	0%	No change
251	Senior Adult Housing - Detached	du	5.42	5.42	0%	No change
252	Senior Adult Housing - Attached	du	-	4.34	-	New land use
253	Congregate Care Facility	du	3.08	3.08	0%	No change
254	Assisted Living	bed	-	3.08	-	New land use
255	Continuing Care Retirement Center	du	-	3.08	-	New land use
<b>LODGING:</b>						
310	Hotel	room	6.26	6.26	0%	No change
320	Motel	room	4.34	4.34	0%	No change
<b>RECREATION:</b>						
416	RV Park	occ. site	4.60	4.60	0%	No change
420	Marina	berth	6.62	6.62	0%	No change
430	Golf Course	acre	6.62	6.62	0%	No change
444	Movie Theater	screen	2.22	2.22	0%	No change
492	Health Club	1,000 sf	5.15	5.15	0%	No change
<b>INSTITUTIONS:</b>						
520	Elementary School (Private)	student	4.30	3.31	-23%	Updated to use 50% of LUC 210 per review of travel demand models
522	Middle School (Private)	student	4.30	3.31	-23%	Updated to use 50% of LUC 210 per review of travel demand models
530	High School (Private)	student	4.30	3.31	-23%	Updated to use 50% of LUC 210 per review of travel demand models
540	University/Junior College (7,500 or fewer students) (Private)	student	6.62	6.62	0%	No change
550	University/Junior College (more than 7,500 students) (Private)	student	6.62	6.62	0%	No change
560	Public Assembly	1,000 sf	-	3.91	-	New land use
565	Day Care Center	1,000 sf	2.03	2.03	0%	No change
<b>MEDICAL:</b>						
610	Hospital	1,000 sf	6.62	6.62	0%	No change
620	Nursing Home	bed	2.59	2.59	0%	No change
630	Clinic	1,000 sf	5.10	5.10	0%	No change
<b>OFFICE:</b>						
710	General Office 100,000 sq ft or less	1,000 sf	5.15	5.15	0%	No change
	General Office 100,001-200,000 sq ft	1,000 sf	5.15	5.15	0%	No change
	General Office greater than 200,000 sq ft	1,000 sf	5.15	5.15	0%	No change
720	Medical Office 10,000 sq ft or less	1,000 sf	5.55	5.55	0%	No change
720	Medical Office greater than 10,000 sq ft	1,000 sf	5.55	5.55	0%	No change
<b>RETAIL:</b>						
812	Building Materials/Lumber Store	1,000 sf	6.27	6.27	0%	No change
813	Discount Superstore; Free-Standing	1,000 sf	5.91	2.40	-59%	Updated to reflect the average size in ITE 10th Edition (100k sq ft)
816	Hardware/Paint Store	1,000 sf	1.87	1.87	0%	No change
820	General Commercial Center 50,000 sq ft or less	1,000 sf	1.87	2.69	44%	Updated to reflect the average size in ITE 10th Edition (450k sq ft). Tiering removed
	General Commercial Center greater than 50,000 sq ft	1,000 sf	2.87	2.69	-6%	Updated to reflect the average size in ITE 10th Edition (450k sq ft). Tiering removed
840/841	New/Used Auto Sales	1,000 sf	4.60	4.60	0%	No change
850	Supermarket	1,000 sf	2.08	2.08	0%	No change
853	Convenience Market w/Gas Pumps	1,000 sf	1.63	-	-	Use removed from schedule. Use LUC 944, 945 or 960 for Gas w/ Conv. Market
862	Home Improvement Superstore	1,000 sf	2.40	2.34	-3%	Updated to reflect the average size in ITE 10th Edition (150k sq ft)
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	2.08	2.08	0%	No change
890	Furniture Store	1,000 sf	6.09	6.09	0%	No change
<b>SERVICES:</b>						
912	Bank/Savings Drive-In	1,000 sf	2.46	2.46	0%	No change
931	Quality Restaurant	1,000 sf	3.14	3.14	0%	No change
932	High-Turnover Restaurant	1,000 sf	3.17	3.17	0%	No change
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	2.32	2.32	0%	No change
942	Automobile Care Center	1,000 sf	3.62	3.62	0%	No change
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	1.90	1.90	0%	No change
945	Gas Station w/Convenience Market 2,000-2,999 sq ft	fuel pos.	1.90	1.90	0%	No change
960	Gas Station w/Convenience Market 3,000+ sq ft	fuel pos.	1.90	1.90	0%	No change
947	Self-Service Car Wash	service bay	2.18	2.18	0%	No change
n/a	Convenience/Gasoline/Fast Food Restaurant	1,000 sf	2.65	2.65	0%	No change
<b>INDUSTRIAL:</b>						
110	General Light Industrial	1,000 sf	5.15	5.15	0%	No change
120	General Heavy Industrial	1,000 sf	5.15	-	-	Land use no longer in fee schedule
130	Industrial Park	1,000 sf	5.15	5.15	0%	No change
140	Manufacturing	1,000 sf	5.15	5.15	0%	No change
150	Warehouse	1,000 sf	5.15	5.15	0%	No change
151	Mini-Warehouse	1,000 sf	3.10	3.51	13%	Updated to use the midpoint of LUC 710 and LUC 820 (<50k sq ft)

- See Appendix D for additional information

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table A-38**  
**Percent Change in Percent New Trips of Impact Fee Land Uses**

LUC	Land Use	Unit	% New Trips 2013	% New Trips 2020	% Change	Explanation
<b>RESIDENTIAL:</b>						
210	Single Family (Detached)	du	100%	100%	0%	No change
220	Multi-Family (Low-Rise); 1-2 Levels	du	100%	100%	0%	No change
221	Multi-Family (Mid-Rise); 3-10 Levels	du	100%	100%	0%	No change
n/a	Residential Condominium/Townhouse	du	100%	-	-	Land use no longer in fee schedule
240	Mobile Home Park	du	100%	100%	0%	No change
251	Senior Adult Housing - Detached	du	100%	100%	0%	No change
252	Senior Adult Housing - Attached	du	-	100%	-	New land use
253	Congregate Care Facility	du	72%	72%	0%	No change
254	Assisted Living	bed	-	72%	-	New land use
255	Continuing Care Retirement Center	du	-	72%	-	New land use
<b>LODGING:</b>						
310	Hotel	room	66%	66%	0%	No change
320	Motel	room	77%	77%	0%	No change
<b>RECREATION:</b>						
416	RV Park	occ. site	100%	100%	0%	No change
420	Marina	berth	90%	90%	0%	No change
430	Golf Course	acre	90%	90%	0%	No change
444	Movie Theater	screen	88%	88%	0%	No change
492	Health Club	1,000 sf	94%	94%	0%	No change
<b>INSTITUTIONS:</b>						
520	Elementary School (Private)	student	80%	80%	0%	No change
522	Middle School (Private)	student	90%	80%	-11%	Updated to be the same as LUC 520
530	High School (Private)	student	90%	90%	0%	No change
540	University/Junior College (7,500 or fewer students) (Private)	student	90%	90%	0%	No change
550	University/Junior College (more than 7,500 students) (Private)	student	90%	90%	0%	No change
560	Public Assembly	1,000 sf	-	90%	-	New land use
565	Day Care Center	1,000 sf	73%	73%	0%	No change
<b>MEDICAL:</b>						
610	Hospital	1,000 sf	77%	78%	1%	Updated to use the midpoint of LUC 310 and LUC 710
620	Nursing Home	bed	89%	89%	0%	No change
630	Clinic	1,000 sf	93%	93%	0%	No change
<b>OFFICE:</b>						
710	General Office 100,000 sq ft or less	1,000 sf	92%	92%	0%	No change
	General Office 100,001-200,000 sq ft	1,000 sf	92%	92%	0%	No change
	General Office greater than 200,000 sq ft	1,000 sf	92%	92%	0%	No change
720	Medical Office 10,000 sq ft or less	1,000 sf	89%	89%	0%	No change
720	Medical Office greater than 10,000 sq ft	1,000 sf	89%	89%	0%	No change
<b>RETAIL:</b>						
812	Building Materials/Lumber Store	1,000 sf	74%	74%	0%	No change
813	Discount Superstore; Free-Standing	1,000 sf	92%	67%	-27%	Updated to reflect the average size in ITE 10th Edition (100k sq ft)
816	Hardware/Paint Store	1,000 sf	56%	56%	0%	No change
820	General Commercial Center 50,000 sq ft or less	1,000 sf	56%	74%	32%	Updated to reflect the average size in ITE 10th Edition (450k sq ft). Tiering removed
	General Commercial Center greater than 50,000 sq ft	1,000 sf	76%	74%	-3%	Updated to reflect the average size in ITE 10th Edition (450k sq ft). Tiering removed
840/841	New/Used Auto Sales	1,000 sf	79%	79%	0%	No change
850	Supermarket	1,000 sf	56%	56%	0%	No change
853	Convenience Market w/Gas Pumps	1,000 sf	32%	-	-	Use removed from schedule. Use LUC 944, 945 or 960 for Gas w/ Conv. Market
862	Home Improvement Superstore	1,000 sf	67%	65%	-3%	Updated to reflect the average size in ITE 10th Edition (150k sq ft)
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	32%	32%	0%	No change
890	Furniture Store	1,000 sf	54%	54%	0%	No change
<b>SERVICES:</b>						
912	Bank/Savings Drive-In	1,000 sf	46%	46%	0%	No change
931	Quality Restaurant	1,000 sf	77%	77%	0%	No change
932	High-Turnover Restaurant	1,000 sf	71%	71%	0%	No change
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	62%	62%	0%	No change
942	Automobile Care Center	1,000 sf	72%	72%	0%	No change
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	23%	23%	0%	No change
945	Gas Station w/Convenience Market 2,000-2,999 sq ft	fuel pos.	23%	23%	0%	No change
960	Gas Station w/Convenience Market 3,000+ sq ft	fuel pos.	23%	23%	0%	No change
947	Self-Service Car Wash	service bay	68%	68%	0%	No change
n/a	Convenience/Gasoline/Fast Food Restaurant	1,000 sf	32%	32%	0%	No change
<b>INDUSTRIAL:</b>						
110	General Light Industrial	1,000 sf	92%	92%	0%	No change
120	General Heavy Industrial	1,000 sf	92%	-	-	Land use no longer in fee schedule
130	Industrial Park	1,000 sf	92%	92%	0%	No change
140	Manufacturing	1,000 sf	92%	92%	0%	No change
150	Warehouse	1,000 sf	92%	92%	0%	No change
151	Mini-Warehouse	1,000 sf	92%	92%	0%	No change

- See Appendix D for additional information

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)



# Appendix B

## Cost Component



## Appendix B: Cost Component

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This appendix presents the detailed calculations for the cost component of the roads impact fee update. Supporting data and estimates are provided for all cost variables, including:

- Design
- Right-of-Way
- Construction
- CEI
- Roadway Capacity

It should be noted that the cost estimates developed for this impact fee study reflect a large sample size from several communities for projects bid/completed since 2013. When compared to the smaller sample of improvements observed over the last two to three years, the data and estimates used in this study represent a conservative approach. Additionally, these estimates account for Hernando County's suburban/rural nature, which tends to moderate roadway costs compared to some of the larger, more urbanized counties that are experiencing higher construction and land acquisition costs.

### ***Curb & Gutter vs. Open Drainage***

To determine the weighted average cost per lane mile for open drainage designed roadways, an adjustment factor was applied to the curb & gutter cost estimate. This factor was based on the design cost ratio from the most recent District 7 Long Range Estimates (LRE) provided by FDOT. Based on the LRE, the cost for open drainage-design roadway capacity expansion (new road construction or lane addition) is approximately 74 percent of the cost of curb & gutter-design roadway improvements.

**Table B-1**  
**Curb & Gutter vs. Open Drainage Design Cost Factor**

Improvement	Construction Cost per Lane Mile		
	Open Drainage Rural Design	Curb & Gutter Urban Design	Ratio
0-2 Lanes	\$3,190,321	\$5,001,730	64%
0-4 Lanes	\$2,571,116	\$3,517,494	73%
0-6 Lanes	\$2,182,686	\$2,843,061	77%
2-4 Lanes	\$3,707,679	\$4,601,110	81%
4-6 Lanes	\$4,072,695	\$5,179,613	79%
<b>Average</b>	<b>\$3,144,899</b>	<b>\$4,228,602</b>	<b>74%</b>

Source: FDOT District 7 Long Range Estimates, 2019

**Design**

County Roadways

The design cost factor for county roads was estimated as a percentage of the construction cost per lane mile. This factor was determined based on a review of design-to-construction cost ratios from previously completed roads/transportation impact fee studies throughout Florida. As shown in Table B-2, recent design factors ranged from 10 percent to 13 percent with a weighted average of 11 percent. For purposes of this study, the design cost for county roads was calculated at 11 percent of the construction cost per lane mile.

State Roadways

Similarly, the design cost factor for state roads was estimated as a percentage of the construction cost per lane mile. This factor was determined based on a review of design-to-construction cost ratios from previously completed roads/transportation impact fee studies throughout Florida. As shown in Table B-2, recent design factors ranged from 10 percent to 11 percent with a weighted average of 11 percent. For purposes of this study, the design cost for state roads was calculated at 11 percent of the construction cost per lane mile.

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table B-2**  
**Design Cost Factor for County and State Roads – Recent Impact Fee Studies**

Year	County	County Roadways (Cost per Lane Mile)			State Roadways (Cost per Lane Mile)		
		Design	Constr.	Design Ratio	Design	Constr.	Design Ratio
2013	Hernando	\$198,000	\$1,980,000	10%	\$222,640	\$2,024,000	11%
2013	Charlotte	\$220,000	\$2,200,000	10%	\$240,000	\$2,400,000	10%
2014	Indian River	\$159,000	\$1,598,000	10%	\$196,000	\$1,776,000	11%
2015	Collier	\$270,000	\$2,700,000	10%	\$270,000	\$2,700,000	10%
2015	Brevard	\$242,000	\$2,023,000	12%	\$316,000	\$2,875,000	11%
2015	Sumter	\$210,000	\$2,100,000	10%	\$276,000	\$2,505,000	11%
2015	Marion	\$167,000	\$1,668,000	10%	\$227,000	\$2,060,000	11%
2015	Palm Beach	\$224,000	\$1,759,000	13%	\$333,000	\$3,029,000	11%
2016	Hillsborough	\$348,000	\$2,897,000	12%	\$319,000	\$2,897,000	11%
2017	St. Lucie	\$220,000	\$2,200,000	10%	\$341,000	\$3,100,000	11%
2017	Clay	\$239,000	\$2,385,000	10%	-	-	n/a
2018	Collier	\$385,000	\$3,500,000	11%	\$385,000	\$3,500,000	11%
<b>Average</b>		<b>\$240,167</b>	<b>\$2,250,833</b>	<b>11%</b>	<b>\$288,553</b>	<b>\$2,660,500</b>	<b>11%</b>

Source: Recent impact fee studies conducted throughout Florida

### ***Right-of-Way***

The ROW cost reflects the total cost of the acquisitions along a corridor that are necessary to have sufficient cross-section width to widen an existing road or, in the case of new construction, build a new road.

#### County Roadways

Given the limited data for ROW costs on county roads in Hernando County, the ROW-to-construction ratio was based on several recently completed roads/transportation impact fee studies throughout Florida. As shown in Table B-3, ratios for county roads ranged from 32 percent to 60 with an average of 42 percent. For purposes of this update study, the ROW cost was estimated at 40 percent of the construction cost per lane mile for county roadways.

#### State Roadways

Similar to county roads, the ROW-to-construction ratio for state roads was based on several recently completed roads/transportation impact fee studies throughout Florida. As shown in Table B-3, ratios for state roads ranged from 32 percent to 60 percent with an average of 43 percent. For purposes of this update study, the ROW cost was estimated at 40 percent of the construction cost per lane mile for state roadways.

**Table B-3**  
**Right-of-Way Cost Factor for County and State Roads – Recent Impact Fee Studies**

Year	County	County Roadways (Cost per Lane Mile)			State Roadways (Cost per Lane Mile)		
		ROW	Constr.	ROW Ratio	ROW	Constr.	ROW Ratio
2013	Hernando	\$811,800	\$1,980,000	41%	\$890,560	\$2,024,000	44%
2013	Charlotte	\$1,034,000	\$2,200,000	47%	\$1,128,000	\$2,400,000	47%
2014	Indian River	\$656,000	\$1,598,000	41%	\$781,000	\$1,776,000	44%
2015	Collier	\$863,000	\$2,700,000	32%	\$863,000	\$2,700,000	32%
2015	Brevard	\$708,000	\$2,023,000	35%	\$1,006,000	\$2,785,000	36%
2015	Sumter	\$945,000	\$2,100,000	45%	\$1,127,000	\$2,505,000	45%
2015	Marion	\$1,001,000	\$1,668,000	60%	\$1,236,000	\$2,060,000	60%
2015	Palm Beach	\$721,000	\$1,759,000	41%	\$1,333,000	\$3,029,000	44%
2016	Hillsborough	\$1,448,000	\$2,897,000	50%	\$1,448,000	\$2,897,000	50%
2017	St. Lucie	\$990,000	\$2,200,000	45%	\$1,395,000	\$3,100,000	45%
2017	Clay	\$954,000	\$2,385,000	40%	-	-	n/a
2018	Collier	\$1,208,000	\$3,500,000	35%	\$1,208,000	\$3,500,000	35%
<b>Average</b>		<b>\$944,983</b>	<b>\$2,250,833</b>	<b>42%</b>	<b>\$1,128,687</b>	<b>\$2,616,000</b>	<b>43%</b>

Source: Recent impact fee studies conducted throughout Florida

**Construction**

County Roadways

A review of construction cost data for local county roadway capacity expansion projects included two improvements provided by Hernando County. These improvements include a recently bid improvement and an estimate for future consideration:

- Cortez Blvd Frontage Rd @ I-75
- Barclay Ave from San Antonio Rd to Powell Rd/Elgin Blvd

The Cortez Blvd improvement includes a curb & gutter design with a construction cost of \$1.67 million per lane mile, which reflects the lower costs associated with frontage roads. The Barclay Ave project features an open drainage design with a construction cost estimate of \$2.73 million per lane mile. These local projects were supplemented with recent improvements from other communities in Florida to increase the sample size in estimating the construction cost for impact fee purposes.

*Curb & Gutter Design*

As shown in Table B-4, this review included approximately 155 lane miles of improvements across 13 different counties (including Hernando). These improvements were summarized based on the county land use and demographic characteristics (urban vs rural in nature). For purposes of this analysis, Hernando County was considered a “rural” county with urban counties consisting of Broward, Hillsborough, Miami-Dade, Orange, and Palm Beach Counties. The rural counties

experienced a weighted average cost of \$2.80 million (excluding Hernando County), or \$2.78 million (including Hernando County), for curb & gutter improvements.

Based on a review of the local projects, statewide projects, and discussions with County representatives, a construction cost of **\$2.80 million per lane mile** for county roads (curb & gutter) was utilized for the roads impact fee calculation.

#### *Open Drainage Design*

As shown in Table B-5, this review included approximately 7.60 lane miles of improvements, one project from Hernando County and one project from Sarasota County. As previously mentioned, the Hernando County project had an estimated construction cost of \$2.73 million per lane mile, while the Sarasota improvement had a construction cost of \$2.17 million per lane mile. Combined, these improvements averaged approximately \$2.34 million per lane mile. Due to this small sample size, the construction cost per lane mile estimate for open drainage improvements was based on the FDOT LRE ratio presented in Table B-1. This ratio (74 percent) was applied to the estimated construction cost of curb & gutter projects, which resulted in a construction cost estimate of **\$2.07 million per lane mile** for open drainage county projects.

**Table B-4  
Construction Cost – County Road Improvements from Hernando County and Other Jurisdictions throughout Florida (Curb & Gutter Design)**

County	County Classification	District	Description	From	To	Year	Feature	Design	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile
<b>URBAN Counties, Curb and Gutter</b>													
Orange	Urban	5	Rouse Rd	Lake Underhill Rd	SR 50	2013	2 to 4	Urban	1.55	2	3.10	\$7,592,408	\$2,449,164
Orange	Urban	5	Lake Underhill Rd	Goldenrod Rd	Chickasaw Tr	2013	2 to 4	Urban	0.69	2	1.38	\$6,371,855	\$4,617,286
Hillsborough	Urban	7	Bruce B. Downs Blvd, Seg. B/C	Palm Springs Blvd	Pebble Creek Dr	2013	4 to 8	Urban	3.36	4	13.44	\$51,855,535	\$3,858,299
Orange	Urban	5	CR 535 Seg. F	Overstreet Rd	Fossick Rd	2014	2 to 4	Urban	0.60	2	1.20	\$3,263,746	\$2,719,788
Hillsborough	Urban	7	Boyette Rd, Ph. III	Donneymoor Dr	Bell Shoals Rd	2014	2 to 4	Urban	1.84	2	3.68	\$25,720,068	\$6,989,149
Orange	Urban	5	International Dr	Westwood Blvd	Westwood Blvd	2015	4 to 6	Urban	2.20	2	4.40	\$16,775,875	\$3,812,699
Orange	Urban	5	Reams Rd	Delmar Ave	Taborfield Ave	2017	2 to 4	Urban	0.36	2	0.72	\$3,409,584	\$4,735,533
Orange	Urban	5	Destination Pkwy 1B/2A	Tradeshaw Blvd	Lake Cay	2017	2 to 4	Urban	0.78	2	1.56	\$6,110,403	\$3,916,925
Hillsborough	Urban	7	Bruce B. Downs Blvd, Seg. A	Bearss Ave	Palm Springs Blvd	2017	4 to 8	Urban	3.56	4	14.24	\$37,155,153	\$2,609,210
Hillsborough	Urban	7	Bruce B. Downs Blvd, Seg. D	Pebble Creek Dr	Pasco Co. Line	2018	4 to 8	Urban	1.36	4	5.44	\$17,755,778	\$3,263,930
Orange	Urban	5	Holden Ave	John Young Pkwy	Orange Blossom Tr	2019	0/2 to 4	Urban	1.24	2/4	3.50	\$18,798,771	\$5,371,077
Orange	Urban	5	Boggy Creek Rd N	South Access Rd	Wetherbee Rd	2019	2 to 4	Urban	1.29	2	2.58	\$8,585,774	\$3,327,819
<b>Total (2013-2019); Urban Counties ONLY</b>									<b>Count:</b>	<b>12</b>	<b>55.24</b>	<b>\$203,394,950</b>	<b>\$3,682,023</b>
<b>RURAL Counties, Curb and Gutter</b>													
Brevard	Rural	5	Babcock St	S. of Foundation Park Blvd	Malabar Rd	2013	2 to 4	Urban	12.40	2	24.80	\$56,000,000	\$2,258,065
Collier	Rural	1	Collier Blvd (CR 951)	Golden Gate Blvd	Green Blvd	2013	4 to 6	Urban	2.00	2	4.00	\$17,122,640	\$4,280,660
Marion	Rural	5	SW 110th St	US 41	SW 200th Ave	2013	0 to 2	Urban	0.11	2	0.22	\$438,765	\$1,994,386
Marion	Rural	5	NW 35th St	NW 35th Avenue Rd	NW 27th Ave	2013	0 to 4	Urban	0.50	4	4.60	\$8,616,236	\$1,873,095
Marion	Rural	5	NW 35th St	NW 27th Ave	US 441	2013	2 to 4	Urban	1.30	2			
Sumter	Rural	5	C-466A, Ph. III	US 301 N	Powell Rd	2013	2 to 3/4	Urban	1.10	2	2.20	\$4,283,842	\$1,947,201
Collier	Rural	1	Golden Gate Blvd	Wilson Blvd	Desoto Blvd	2014	2 to 4	Urban	2.40	2	4.80	\$16,003,504	\$3,334,063
Brevard	Rural	5	St. Johns Heritage Pkwy	SE of I-95 Intersection	US 192 (Space Coast Pkwy)	2014	0 to 2	Sub-Urb	3.11	2	6.22	\$16,763,567	\$2,695,107
Sarasota	Rural	1	Bee Ridge Rd	Mauna Loa Blvd	Iona Rd	2014	2 to 4	Urban	2.68	2	5.36	\$14,066,523	\$2,624,351
St. Lucie	Rural	4	W Midway Rd (CR 712)	Selvitz Rd	South 25th St	2014	2 to 4	Urban	1.00	2	2.00	\$6,144,000	\$3,072,000
Lake	Rural	5	N. Hancock Rd Ext.	Old 50	Gatewood Dr	2014	0/2 to 4	Urban	1.50	2/4	5.00	\$8,185,574	\$1,637,115
Polk	Rural	1	CR 655 & CR 559A	Pace Rd & N of CR 559A	N. of CR 559A & SR 599	2014	2 to 4	Urban	2.60	2	5.20	\$10,793,552	\$2,075,683
Volusia	Rural	5	Howland Blvd	Courtland Blvd	N. of SR 415	2014	2 to 4	Urban	2.08	2	4.16	\$11,110,480	\$2,670,788
Polk	Rural	1	Ernie Caldwell Blvd	Pine Tree Tr	US 17/92	2015	0 to 4	Urban	2.41	4	9.64	\$19,535,391	\$2,026,493
Volusia	Rural	5	LPGA Blvd	Jimmy Ann Dr/Grand Reserve	Derbyshire Rd	2016	2 to 4	Urban	0.68	2	1.36	\$3,758,279	\$2,763,440
St. Lucie	Rural	4	W Midway Rd (CR 712)	W. of South 25th St	E. of SR 5 (US 1)	2016	2 to 4	Urban	1.77	2	3.54	\$24,415,701	\$6,897,091
Marion	Rural	5	NW/NE 35th St, Ph. 1a	US 441	600' E. of W Anthony Rd	2016	2 to 4	Urban	0.30	2	0.60	\$1,770,250	\$2,950,417
Volusia	Rural	5	Howland Blvd	Providence Blvd	Elkcam Blvd	2017	2 to 4	Urban	2.15	2	4.30	\$10,850,000	\$2,523,256
Volusia	Rural	5	Orange Camp Rd	MLK Blvd	I-4 in DeLand	2017	2 to 4	Urban	0.75	2	1.50	\$10,332,000	\$6,888,000
Lake	Rural	5	CR 466A, Ph. IIIA	Poinsettia Ave	Century Ave	2018	2 to 4	Urban	0.42	2	0.84	\$3,062,456	\$3,645,781
Lee	Rural	1	Alico Rd	Ben Hill Griffin Pkwy	E. of Airport Haul Rd	2018	2 to 4	Urban	1.78	2	3.56	\$18,062,562	\$5,073,753
Lee	Rural	1	Homestead Rd	S. of Sunrise Blvd	N. of Alabama Rd	2018	2 to 4	Urban	2.25	2	4.50	\$14,041,919	\$3,120,426
Hernando	Rural	7	Cortez Blvd Frontage Rd @ I-75			2020	0 to 2	Urban	0.62	2	1.24	\$2,064,688	\$1,665,071
<b>Total (2013-2019); Rural Counties ONLY</b>									<b>Count:</b>	<b>23</b>	<b>99.64</b>	<b>\$277,421,929</b>	<b>\$2,784,243</b>
<b>Total (2013-2019); Rural Counties ONLY, Excluding Hernando County</b>									<b>Count:</b>	<b>22</b>	<b>98.40</b>	<b>\$275,357,241</b>	<b>\$2,798,346</b>

Source: Data obtained from each respective county (Building and Public Works Departments)

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table B-5  
Construction Cost – County Road Improvements from Hernando County and Other Jurisdictions throughout Florida (Open Drainage Design)**

County	County Classification	District	Description	From	To	Year	Feature	Design	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile
<b>RURAL Counties, Open Drainage</b>													
Sarasota	Rural	1	Honore Ave/Pinebrook Rd Ext.	SR 681	Laurel Rd	2013	0 to 2	Rural	2.70	2	5.40	\$11,699,059	\$2,166,492
Hernando	Rural	7	Barclay Ave	San Antonio Rd	Powell Rd/Elgin Blvd	2020	2 to 4	Rural	1.10	2	2.20	\$6,000,000	\$2,727,273
<b>Total (2013+); Rural Counties ONLY</b>									<b>Count:</b>	<b>2</b>	<b>7.60</b>	<b>\$17,699,059</b>	<b>\$2,328,824</b>

Source: Data obtained from each respective county (Building and Public Works Departments)

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

### State Roadways

A review of construction cost data for recent state (and other roads built by FDOT) roadway capacity expansion projects identified three (3) improvements in Hernando County:

- SR 50 from Windmere Rd to E. of US 301 (curb & gutter)
- CR 578 (County Line Rd) from Suncoast Pkwy to US 41 @ Ayers Rd (curb & gutter)
- CR 578 (County Line Rd) from Springtime St to E. of Mariner Blvd (open drainage)

For the curb & gutter projects, these improvements range from \$3.18 million per lane mile to \$4.72 million per lane mile with a weighted average cost of \$4.25 million per lane mile. For the open drainage improvement, the construction cost is approximately \$6.28 million per lane mile. Note that this is a very short segment with a high cost figure. It should be noted that the costs for both CR 578 improvements include the associated shared-use paths.

### *Curb & Gutter Design*

In addition to the two local improvements (curb & gutter), a review of recently bid projects located throughout Florida identified 60 curb & gutter improvements from 30 different counties (see Table B-6). These improvements were then grouped into “urban” and “rural” counties, with the urban counties including Broward, Hillsborough, Miami-Dade, Orange, and Palm Beach Counties. The rural counties (excluding Hernando County) experienced a weighted average construction cost of approximately \$3.97 million per lane mile. Based on a review of the local projects, statewide projects, and discussions with County representatives, a construction of **\$4.20 million per lane mile** for state roads (curb & gutter) was utilized for the roads impact fee calculation, which reflects local cost factors in Hernando County and the inclusion of certain amenities, such as shared-use paths.

### *Open Drainage Design*

In addition to the local improvement (open drainage), a review of recently bid projects located throughout the state of Florida identified 15 open drainage improvements from 8 different counties. These improvements were then grouped into “urban” and “rural” counties, with Hernando County being considered a “rural” county. The open drainage improvements for urban counties averaged \$3.73 million per lane mile, and the rural counties averaged \$2.21 million per lane mile (excluding Hernando County). Due to the small sample size and high variation of the open drainage improvement costs, the construction cost for these improvements was calculated based on the roadway design cost ratio estimates obtained from the FDOT District 7 LRE (74 percent of curb & gutter project cost, see Table B-1). Applying this 74-percent ratio resulted in a construction cost estimate of **\$3.11 million per lane mile** for open drainage projects.



**Table B-6  
Construction Cost – State Road Improvements (and Other Roads Built by FDOT) from Hernando County and Other Jurisdictions throughout Florida (Curb & Gutter Design)**

County	County Classification	District	Description	From	To	Year	Feature	Design	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile	
<b>URBAN Counties, Curb and Gutter</b>														
Broward	Urban	4	Andrews Ave Ext.	NW 18th St	Copans Rd	2013	2 to 4	Urban	0.50	2	1.00	\$6,592,014	\$6,592,014	
Hillsborough	Urban	7	SR 41 (US 301)	S. of Tampa Bypass Canal	N. of Fowler Ave	2013	2 to 4	Sub-Urb	1.81	2	3.62	\$15,758,965	\$4,353,305	
Orange	Urban	5	SR 50 (Colonial Dr)	E. of CR 425 (Dean Rd)	E. of Old Cheney Hwy	2013	4 to 6	Urban	4.91	2	9.82	\$66,201,688	\$6,741,516	
Broward	Urban	4	SR 7 (US 441)	N. of Hallandale Beach	N. of Fillmore St	2014	4 to 6	Urban	1.79	2	3.58	\$30,674,813	\$8,568,384	
Broward	Urban	4	Andrews Ave Ext.	Pompano Park Place	S. of Atlantic Blvd	2014	2 to 4	Urban	0.36	2	0.72	\$3,177,530	\$4,413,236	
Miami-Dade	Urban	6	SR 823/NW 57th Ave	W. 65th St	W. 84th St	2014	4 to 6	Urban	1.00	2	2.00	\$17,896,531	\$8,948,266	
Miami-Dade	Urban	6	SR 823/NW 57th Ave	W. 53rd St	W. 65th St	2014	4 to 6	Urban	0.78	2	1.56	\$14,837,466	\$9,511,196	
Orange	Urban	5	SR 50	SR 429 (Western Beltway)	E. of West Oaks Mall	2014	4 to 6	Urban	2.56	2	5.12	\$34,275,001	\$6,694,336	
Orange	Urban	5	SR 15 (Hofner Rd)	Lee Vista Blvd	Conway Rd	2015	2 to 4	Urban	3.81	2	7.62	\$37,089,690	\$4,867,413	
Miami-Dade	Urban	6	SR 977/Krome Ave/SW 177th Ave	S of SW 136th St	S. of SR 94 (SW 88th St/Kendall Dr)	2016	0 to 4	Urban	3.50	4	14.00	\$32,129,013	\$2,294,930	
Broward	Urban	4	SW 30th Ave	Griffin Rd	SW 45th St	2016	2 to 4	Urban	0.24	2	0.48	\$1,303,999	\$2,716,665	
Hillsborough	Urban	7	SR 43 (US 301)	SR 674	S. of CR 672 (Balm Rd)	2016	2 to 6	Urban	3.77	4	15.08	\$43,591,333	\$2,890,672	
Miami-Dade	Urban	6	NW 87th Ave/SR 25 & SR 932	NW 74th St	NW 103rd St	2016	0 to 4	Urban	1.93	4	7.72	\$28,078,366	\$3,637,094	
Orange	Urban	5	SR 423 (John Young Pkwy)	SR 50 (Colonial Dr)	Shader Rd	2017	4 to 6	Urban	2.35	2	4.70	\$27,752,000	\$5,904,681	
Palm Beach	Urban	4	SR 80	W. of Lion County Safari Rd	Forest Hill Blvd	2018	4 to 6	Urban	7.20	2	14.40	\$32,799,566	\$2,277,748	
Miami-Dade	Urban	6	SR 847 (NW 47th Ave)	SR 860 (NW 183rd St)	N. of NW 199th St	2018	2 to 4	Urban	1.31	2	2.62	\$18,768,744	\$7,163,643	
Miami-Dade	Urban	6	SR 847 (NW 47th Ave)	N. of NW 199th St and S of NW 203 St	Premier Pkwy and N of S Snake CR Canal	2018	2 to 4	Urban	1.09	2	2.18	\$10,785,063	\$4,947,277	
Hillsborough	Urban	7	CR 580 (Sam Allen Rd)	W. of SR 39 (Paul Buchman Hwy)	E. of Park Rd	2018	2 to 4	Urban	2.02	2	4.04	\$23,444,444	\$5,803,080	
Orange	Urban	5	SR 414 (Maitland Blvd)	E. of I-4	E. of CR 427 (Maitland Ave)	2018	4 to 6	Urban	1.39	2	2.78	\$7,136,709	\$2,567,162	
Miami-Dade	Urban	6	SR 997 (Krome Ave)	SW 312 St	SW 232nd St	2019	2 to 4	Urban	3.64	2	7.28	\$30,374,141	\$4,172,272	
<b>Total (2013-2019); Urban Counties ONLY</b>										<b>Count:</b>	<b>20</b>	<b>110.32</b>	<b>\$482,667,076</b>	<b>\$4,375,155</b>
<b>RURAL Counties, Curb and Gutter</b>														
Lee	Rural	1	SR 78 (Pine Island)	Burnt Store Rd	W. of Chiquita Blvd	2013	2 to 4	Urban	1.94	2	3.88	\$8,005,048	\$2,063,157	
Brevard	Rural	5	SR 507 (Babcock St)	Melbourne Ave	Fee Ave	2013	2 to 4	Urban	0.55	2	1.10	\$5,167,891	\$4,698,083	
Lee	Rural	1	US 41 Business	Littleton Rd	SR 739	2013	2 to 4	Urban	1.23	2	2.46	\$8,488,393	\$3,450,566	
Brevard	Rural	5	Apollo Blvd	Sarno Rd	Eau Gallie Blvd	2013	2 to 4	Urban	0.74	2	1.48	\$10,318,613	\$6,972,036	
Okeechobee	Rural	1	SR 70	NE 34th Ave	NE 80th Ave	2014	2 to 4	Urban	3.60	2	7.20	\$23,707,065	\$3,292,648	
Martin	Rural	4	CR 714/Indian St	Turnpike/Martin Downs Blvd	W. of Mapp Rd	2014	2 to 4	Urban	1.87	2	3.74	\$14,935,957	\$3,993,571	
Pinellas	Rural	7	43rd St Extension	S. of 118th Ave	40th St	2014	0 to 4	Urban	0.49	4	1.96	\$4,872,870	\$2,486,158	
Nassau	Rural	2	SR 200 (A1A)	W. of Still Quarters Rd	W. of Ruben Ln	2014	4 to 6	Urban	3.05	2	6.10	\$18,473,682	\$3,028,472	
Charlotte	Rural	1	US 41 (SR 45)	Enterprise Dr	Sarasota County Line	2014	4 to 6	Urban	3.62	2	7.24	\$31,131,016	\$4,299,864	
Duval	Rural	2	SR 243 (JIA N Access)	Airport Rd	Pelican Park (I-95)	2014	0 to 2	Urban	2.60	2	5.20	\$14,205,429	\$2,731,813	
Desoto	Rural	1	US 17	CR 760A (Nocatee)	Heard St	2014	2 to 4	Urban	4.40	2	8.80	\$29,584,798	\$3,361,909	
Hendry	Rural	1	SR 82 (Immokalee Rd)	Lee County Line	Collier County Line	2015	2 to 4	Urban	1.27	2	2.54	\$7,593,742	\$2,989,662	
Sarasota	Rural	1	SR 45A (US 41) (Venice Bypass)	Gulf Coast Blvd	Bird Bay Dr W	2015	4 to 6	Urban	1.14	2	2.28	\$16,584,224	\$7,273,782	
Clay	Rural	2	SR 21	S. of Branan Field	Old Jennings Rd	2015	4 to 6	Urban	1.45	2	2.90	\$15,887,487	\$5,478,444	
Putnam	Rural	2	SR 15 (US 17)	Horse Landing Rd	N. Boundary Rd	2015	2 to 4	Urban	1.99	2	3.98	\$13,869,804	\$3,484,875	
Osceola	Rural	5	SR 500 (US 192/441)	Eastern Ave	Nova Rd	2015	4 to 6	Urban	3.18	2	6.36	\$16,187,452	\$2,545,197	
Osceola	Rural	5	SR 500 (US 192/441)	Aeronautical Blvd	Budinger Ave	2015	4 to 6	Urban	3.94	2	7.88	\$34,256,621	\$4,347,287	
Lake	Rural	5	SR 25 (US 27)	N. of Boggy Marsh Rd	N. of Lake Louisa Rd	2015	4 to 6	Sub-Urb	6.52	2	13.03	\$37,503,443	\$2,878,238	
Seminole	Rural	5	SR 15/600	Shepard Rd	Lake Mary Blvd	2015	4 to 6	Urban	3.63	2	7.26	\$42,712,728	\$5,883,296	
St. Lucie	Rural	4	SR 614 (Indrio Rd)	W. of SR 9 (I-95)	E. of SR 607 (Emerson Ave)	2016	2 to 4	Urban	3.80	2	7.60	\$22,773,660	\$2,996,534	
Seminole	Rural	5	SR 46	Mellonville Ave	E. of SR 415	2016	2 to 4	Urban	2.83	2	5.66	\$26,475,089	\$4,677,578	
St. Lucie	Rural	4	CR 712 (Midway Rd)	W. of S. 25th St	E. of SR 5 (US 1)	2016	2 to 4	Urban	1.77	2	3.54	\$24,415,701	\$6,897,091	
Citrus	Rural	7	SR 55 (US 19)	W. Green Acres St	W. Jump Ct	2016	4 to 6	Urban	2.07	2	4.14	\$27,868,889	\$6,731,616	
Walton	Rural	3	SR 30 (US 98)	Emerald Bay Dr	Tang-o-mar Dr	2016	4 to 6	Urban	3.37	2	6.74	\$42,140,000	\$6,252,226	
Duval	Rural	2	SR 201	S. of Baldwin	N. of Baldwin (Bypass)	2016	0 to 4	Urban	4.11	4	16.44	\$50,974,795	\$3,100,657	
Hardee	Rural	1	SR 35 (US 17)	S. of W. 9th St	N. of W. 3rd St	2016	0 to 4	Urban	1.11	4	4.44	\$14,067,161	\$3,168,280	
Alachua	Rural	2	SR 20 (SE Hawthorne Rd)	E. of US 301	E. of Putnam Co. Line	2017	2 to 4	Urban	1.70	2	3.40	\$11,112,564	\$3,268,401	

Table B-6 (continued)

Construction Cost – State Road Improvements (and Other Roads Built by FDOT) from Hernando County and Other Jurisdictions throughout Florida (Curb & Gutter Design), continued

County	County Classification	District	Description	From	To	Year	Feature	Design	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile	
<b>RURAL Counties, Curb and Gutter</b>														
Okaloosa	Rural	3	SR 30 (US 98)	CR 30F (Airport Rd)	E. of Walton Co. Line	2017	4 to 6	Urban	3.85	2	7.70	\$33,319,378	\$4,327,192	
Bay	Rural	3	SR 390 (St. Andrews Blvd)	E. of CR 2312 (Baldwin Rd)	Jenks Ave	2017	2 to 6	Urban	1.33	4	5.32	\$14,541,719	\$2,733,406	
Pasco	Rural	7	SR 54	E. of CR 577 (Curley Rd)	E. of CR 579 (Morris Bridge Rd)	2017	2 to 4/6	Urban	4.50	2/4	11.80	\$41,349,267	\$3,504,175	
Lake	Rural	5	SR 46 (US 441)	W. of SR 500	E. of Round Lake Rd	2017	2 to 6	Urban	2.23	4	8.92	\$27,677,972	\$3,102,912	
Wakulla	Rural	3	SR 369 (US 19)	N. of SR 267	Leon Co. Line	2018	2 to 4	Urban	2.24	2	4.48	\$15,646,589	\$3,492,542	
St. Lucie	Rural	4	SR 713 (Kings Hwy)	S. of SR 70	SR 9 (I-95) Overpass	2018	2 to 4	Urban	3.42	2	6.84	\$45,162,221	\$6,602,664	
Citrus	Rural	7	SR 55 (US 19)	W. Jump Ct	CR 44 (W Fort Island Tr)	2018	4 to 6	Urban	4.81	2	9.62	\$50,444,444	\$5,243,705	
Sarasota	Rural	1	SR 45A (US 41) (Venice Bypass)	Center Rd	Gulf Coast Blvd	2018	4 to 6	Urban	1.19	2	2.38	\$15,860,000	\$6,663,866	
Seminole	Rural	5	SR 46	Orange Blvd	N. Oregon St (Wekiva Section 7B)	2019	4 to 6	Urban	1.30	2	2.60	\$17,848,966	\$6,864,987	
Duval	Rural	2	Jax National Cemetery Access Rd	Lannie Rd	Arnold Rd	2019	0 to 2	Urban	3.26	2	6.52	\$11,188,337	\$1,716,003	
Pasco	Rural	7	SR 52	W. of Suncoast Pkwy	E. of SR 45 (US 41)	2019	4 to 6	Urban	4.64	2	9.28	\$45,307,439	\$4,882,267	
Hernando	Rural	7	CR 578 (County Line Rd)	Suncoast Pkwy	US 41 @ Ayers Rd	2017	0 to 4	Urban	1.49	4	5.96	\$20,155,312	\$3,381,764	
Hernando	Rural	7	SR 50	Windmere Rd	E of US 301	2019	4 to 6	Urb/Rural	5.60	2	11.20	\$52,736,220	\$4,708,591	
Putnam	Rural	2	SR 20	Alachua/Putnam Co. Line	SW 56th Ave	2019	2 to 4	Urban	6.95	2	13.90	\$45,290,778	\$3,258,329	
Bay	Rural	3	SR 390 (St. Andrews Blvd)	SR 368 (23rd St)	E of CR 2312 (Baldwin Rd)	2019	2 to 6	Urban	2.47	4	9.88	\$41,711,427	\$4,221,804	
<b>Total (2013-2019); Rural Counties ONLY</b>										<b>Count:</b>	<b>42</b>	<b>263.75</b>	<b>\$1,051,554,191</b>	<b>\$3,986,935</b>
<b>Total (2013-2019); Hernando County ONLY</b>										<b>Count:</b>	<b>2</b>	<b>17.16</b>	<b>\$72,891,532</b>	<b>\$4,247,758</b>
<b>Total (2013-2019); Rural Counties ONLY, Excluding Hernando County</b>										<b>Count:</b>	<b>40</b>	<b>246.59</b>	<b>\$978,662,659</b>	<b>\$3,968,785</b>

Source: Florida Department of Transportation Contracts Administration Department, Bid Tabulations

Table B-7

Construction Cost – State Road Improvements (and Other Roads Built by FDOT) from Hernando County and Other Jurisdictions throughout Florida (Open Drainage Design)

County	County Classification	District	Description	From	To	Year	Feature	Design	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile	
<b>URBAN Counties, Open Drainage</b>														
Miami-Dade	Urban	6	SR 997 (Krome Ave)	SR 94/Kendall Dr	1 mile N. of 8th St	2014	2 to 4	Rural	5.72	2	11.44	\$55,164,057	\$4,822,033	
Miami-Dade	Urban	6	SR 997 (Krome Ave)	MP 8.151	MP 10.935	2015	2 to 4	Rural	2.78	2	5.56	\$17,715,916	\$3,186,316	
Miami-Dade	Urban	6	SR 997 (Krome Ave)	MP 5.122	MP 8.151	2015	2 to 4	Rural	3.03	2	6.06	\$18,903,175	\$3,119,336	
Miami-Dade	Urban	6	SR 997	N of SW 8th St	MP 5.122	2015	2 to 4	Rural	2.10	2	4.20	\$26,217,745	\$6,242,320	
Miami-Dade	Urban	6	SR 997/Krome Ave/NW 177th Ave	MP 10.935	MP 14.184/Okeechobee Rd	2015	2 to 4	Rural	3.10	2	6.20	\$17,492,235	\$2,821,328	
Miami-Dade	Urban	6	SR 997 (Krome Ave) (SW 177th Ave)	S of SW 23rd St	S of SW 136th St (Howard Dr)	2018	2 to 4	Rural	6.28	2	12.56	\$35,977,083	\$2,864,417	
<b>Total (2013-2019); Urban Counties ONLY</b>										<b>Count:</b>	<b>6</b>	<b>46.02</b>	<b>\$171,470,211</b>	<b>\$3,725,993</b>
<b>RURAL Counties, Open Drainage</b>														
Desoto	Rural	1	US 17 (SR 35)	SW Collins St	S. of CR 760A	2013	2 to 4	Rural	6.00	2	12.00	\$12,312,349	\$1,026,029	
Marion	Rural	5	SR 40	CR 328	SW 80th Ave (CR 225A)	2014	2 to 4	Rural	4.04	2	8.08	\$12,324,444	\$1,525,302	
Okaloosa	Rural	3	SR 123	N of Toms Creek	N of Turkey Creek	2014	2 to 4	Rural	1.67	2	3.34	\$11,745,896	\$3,516,735	
Okaloosa	Rural	3	SR 123	N of Turkey Creek	SR 85 N	2014	2 to 4	Rural	2.89	2	5.77	\$10,424,530	\$1,806,678	
Santa Rosa	Rural	3	SR 87	Eglin Air Force Base Boundary	2 miles S. of Yellow River Br	2015	2 to 4	Rural	5.43	2	10.86	\$18,411,475	\$1,695,348	
Santa Rosa	Rural	3	SR 87	2 Mi S of Yellow River	CR 184	2015	2 to 4	Rural	3.26	2	6.52	\$15,764,843	\$2,417,921	
Hardee	Rural	1	SR 35 (US 17)	Desoto County Line	CR 634 (Sweetwater Rd)	2016	2 to 4	Rural	4.88	2	9.76	\$19,770,518	\$2,025,668	
Hendry	Rural	1	SR 80	Dalton Lane	CR 833	2017	2 to 4	Rural	11.13	2	22.26	\$48,642,463	\$2,185,196	
Hernando	Rural	7	CR 578 (County Line Rd)	Springtime St	E of Mariner Blvd	2017	2 to 4	Rural	0.67	2	1.34	\$8,414,444	\$6,279,436	
Bay	Rural	3	SR 388	SR 79	E of NW Florida Beaches Int. Airport	2018	2 to 4	Rural	3.95	2	7.90	\$41,598,533	\$5,265,637	
<b>Total (2013-2019); Rural Counties ONLY</b>										<b>Count:</b>	<b>10</b>	<b>87.83</b>	<b>\$199,409,496</b>	<b>\$2,270,403</b>
<b>Total (2013-2019); Hernando County ONLY</b>										<b>Count:</b>	<b>1</b>	<b>1.34</b>	<b>\$8,414,444</b>	<b>\$6,279,436</b>
<b>Total (2013-2019); Rural Counties ONLY, Excluding Hernando County</b>										<b>Count:</b>	<b>9</b>	<b>86.49</b>	<b>\$190,995,052</b>	<b>\$2,208,291</b>

Source: Florida Department of Transportation Contracts Administration Department, Bid Tabulations

## Construction Engineering/Inspection

### County Roadways

The CEI cost factor for county roads was estimated as a percentage of the construction cost per lane mile. This factor was determined based on a review of CEI-to-construction cost ratios from previously completed roads/transportation impact fee studies throughout Florida. As shown in Table B-8, recent CEI factors ranged from 3 percent to 17 percent with a weighted average of 9 percent. For purposes of this study, the CEI cost for county roads was calculated at 9 percent of the construction cost per lane mile.

### State Roadways

The CEI cost factor for state roads was estimated as a percentage of the construction cost per lane mile. This factor was determined based on a review of CEI-to-construction cost ratios from previously completed roads/transportation impact fee studies throughout Florida. As shown in Table B-8, recent CEI factors ranged from 10 percent to 11 percent with a weighted average of 11 percent. For purposes of this study, the CEI cost for state roads was calculated at 11 percent of the construction cost per lane mile.

**Table B-8**  
**CEI Cost Factor for County and State Roads – Recent Impact Fee Studies**

Year	County	County Roadways (Cost per Lane Mile)			State Roadways (Cost per Lane Mile)		
		CEI	Constr.	CEI Ratio	CEI	Constr.	CEI Ratio
2013	Hernando	\$178,200	\$1,980,000	9%	\$222,640	\$2,024,000	11%
2013	Charlotte	\$220,000	\$2,200,000	10%	\$240,000	\$2,400,000	10%
2014	Indian River	\$143,000	\$1,598,000	9%	\$196,000	\$1,776,000	11%
2015	Collier	\$270,000	\$2,700,000	10%	\$270,000	\$2,700,000	10%
2015	Brevard	\$344,000	\$2,023,000	17%	\$316,000	\$2,875,000	11%
2015	Sumter	\$147,000	\$2,100,000	7%	\$250,000	\$2,505,000	10%
2015	Marion	\$50,000	\$1,668,000	3%	\$227,000	\$2,060,000	11%
2015	Palm Beach	\$108,000	\$1,759,000	6%	\$333,000	\$3,029,000	11%
2016	Hillsborough	\$261,000	\$2,897,000	9%	\$319,000	\$2,897,000	11%
2017	St. Lucie	\$198,000	\$2,200,000	9%	\$341,000	\$3,100,000	11%
2017	Clay	\$191,000	\$2,385,000	8%	-	-	n/a
2018	Collier	\$315,000	\$3,500,000	9%	\$385,000	\$3,500,000	11%
<b>Average</b>		<b>\$202,100</b>	<b>\$2,250,833</b>	<b>9%</b>	<b>\$3,099,640</b>	<b>\$28,866,000</b>	<b>11%</b>

Source: Recent impact fee studies conducted throughout Florida

**Roadway Capacity**

As shown in Table B-9, the average capacity per lane miles was based on the projects in the Hernando-Citrus MPO’s 2040 Long Range Transportation Plan (Cost Feasible Plan). The listing of projects reflects the mix of improvements that will yield the vehicle-miles of capacity (VMC) that will be built in Hernando County. The resulting weighted average capacity per lane mile of approximately 11,200 was used in the roads impact fee calculation. Based on discussions with County representatives, the planned improvements will primarily feature an “uninterrupted flow” roadway classification, resulting in a higher VMC per lane mile of improvement than many other jurisdictions in Florida.

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table B-9  
Hernando County Planned Improvements – Long Range Transportation Plan**

Jurisdiction	Description	From	To	Improvement	Length	Lanes Added	Lane Miles Added	Section Design <sup>(1)</sup>	Initial Capacity	Future Capacity	Added Capacity	Vehicle Miles of Capacity Added	
<b>Cost Feasible Plan</b>													
County	Barclay Rd	Elgin Blvd	San Antonio Blvd	2 to 4 Lanes	1.03	2	2.06	OD	15,930	35,820	19,890	20,487	
County	Barclay Rd	San Antonio Rd	Lucky Ln	2 to 4 Lanes	1.62	2	3.24	OD	15,930	35,820	19,890	32,222	
County	Barclay Rd	Lucky Ln	Cortez Blvd (SR 50)	2 to 4 Lanes	0.28	2	0.56	OD	15,930	35,820	19,890	5,569	
County	California St	Cortez Blvd (SR 50)	Sam C	0 to 2 Lanes	0.51	2	1.02	OD	0	15,930	15,930	8,124	
County	County Line Rd	East Rd	Mariner Blvd	2 to 4 Lanes	2.70	2	5.40	OD	15,930	35,820	19,890	53,703	
County	Deltona Blvd	Northcliffe Blvd	Elgin Blvd	2 to 4 Lanes	0.95	2	1.90	OD	15,930	35,820	19,890	18,896	
County	Deltona Blvd	Elgin Blvd	Cortez Blvd (SR 50)	2 to 4 Lanes	0.53	2	1.06	OD	15,930	35,820	19,890	10,542	
County	Downy Woodpecker Rd	Thrasher Ave	Velvet Scooter Ave	0 to 2 Lanes	0.09	2	0.18	OD	0	24,400	24,400	2,196	
County	Emerson Rd	Jefferson St (SR 50)	Mondon Hill Rd	0 to 2 Lanes	0.78	2	1.56	OD	0	24,200	24,200	18,876	
County	Emerson Rd	Mondon Hill Rd	Broad St	0 to 2 Lanes	0.56	2	1.12	OD	0	24,200	24,200	13,552	
County	Sunshine Grove Rd Ext.	Velvet Scooter Ave	Sunshine Grove Rd Ext.	0 to 2 Lanes	0.38	2	0.76	OD	0	24,400	24,400	9,272	
County	Sunshine Grove Rd Ext.	Sunshine Grove Rd Ext.	N Suncoast Pkwy (SR 589)	0 to 2 Lanes	0.35	2	0.70	OD	0	24,400	24,400	8,540	
County	Cortez Blvd (SR 50 EB Frontage)	Highpoint Blvd	Mariner Blvd	0 to 2 Lanes	0.99	2	1.98	C&G	0	12,100	12,100	11,979	
County	Cortez Blvd (SR 50 WB Frontage)	Mariner Blvd	Highpoint Blvd	0 to 2 Lanes	0.99	2	1.98	C&G	0	12,100	12,100	11,979	
County	Powell Rd	Barclay Ave	California St	2 to 4 Lanes	1.67	2	3.34	OD	15,930	35,820	19,890	33,216	
State	Broad St (US 41/SR 45)	County Line Rd	Ayers Rd	2 to 4 Lanes	1.37	2	2.74	OD	17,700	39,800	22,100	30,277	
State	Broad St (US 41/SR 45)	Spring Hill Dr	Powell Rd	4 to 6 Lanes	0.86	2	1.72	OD	39,800	59,900	20,100	17,286	
County	Cobb Rd	Cortez Blvd (SR 50)	Fort Dade Ave	2 to 4 Lanes	0.26	2	0.52	C&G	24,200	65,600	41,400	10,764	
County	Cobb Rd	Fort Dade Ave	Yontz Rd	2 to 4 Lanes	1.50	2	3.00	OD	24,200	65,600	41,400	62,100	
County	Cobb Rd	Yontz Rd	Ponce De Leon Blvd (US 98/SR 700)	2 to 4 Lanes	2.72	2	5.44	OD	15,930	35,820	19,890	54,101	
State	Cortez Blvd (SR 50)	Treiman Blvd (US 301/SR 35)	Sumter County Line	2 to 4 Lanes	5.01	2	10.02	OD	16,400	40,700	24,300	121,743	
State	Cortez Blvd (SR 50)	N Suncoast Pkwy (SR 589)	Cobb Rd	4 to 6 Lanes	3.98	2	7.96	OD	39,800	59,900	20,100	79,998	
State	Ponce De Leon Blvd (US 98/SR 700)	Broad St (US 41/SR 45)	Jefferson St (SR 50A)	2 to 4 Lanes	0.36	2	0.72	OD	18,585	41,790	23,205	8,354	
State	Ponce De Leon Blvd (US 98/SR 700)	Yontz Rd	Cobb Rd	2 to 4 Lanes	2.54	2	5.08	OD	17,700	39,800	22,100	56,134	
State	Ponce De Leon Blvd (US 98/SR 700)	Cobb Rd	Lake Lindsey Rd	2 to 4 Lanes	1.49	2	2.98	OD	17,700	39,800	22,100	32,929	
County	Dashbach Rd	Lockhart Rd	I-75	0 to 2 Lanes	0.29	2	0.58	OD	0	24,400	24,400	7,076	
County	Dashbach Rd	I-75	Spine Rd	0 to 2 Lanes	0.72	2	1.44	OD	0	24,400	24,400	17,568	
County	Dashbach Rd	Spine Rd	Sunrise Rd	0 to 2 Lanes	0.53	2	1.06	OD	0	24,400	24,400	12,932	
County	Dashbach Rd	Sunrise Rd	Kettering Rd	0 to 2 Lanes	0.49	2	0.98	OD	0	24,400	24,400	11,956	
Developer	Exile Rd	Cortez Blvd (SR 50)	Flock Ave	2 to 4 Lanes	1.27	2	2.54	OD	15,930	35,820	19,890	25,260	
Developer	Hospital Rd	Cortez Blvd (SR 50)	Fort Dade Ave	0 to 2 Lanes	1.03	2	2.06	OD	0	24,400	24,400	25,132	
County	Lockhart Rd	Dashbach Rd	Cortez Blvd (SR 50)	2 to 4 Lanes	2.04	2	4.08	OD	24,400	62,900	38,500	78,540	
Developer	New Road C	Lockhart Rd	Cortez Blvd (US 98/SR 50)	0 to 2 Lanes	1.00	2	2.00	OD	0	24,400	24,400	24,400	
Developer	Spine Rd	Powerline Rd	Dashbach Rd	0 to 2 Lanes	1.00	2	2.00	OD	0	24,400	24,400	24,400	
County	Sunshine Grove Rd Ext.	N Suncoast Pkwy (SR 589)	Ponce De Leon Blvd (US 98/SR 700)	0 to 2 Lanes	1.27	2	2.54	OD	0	24,400	24,400	30,988	
County	Sunrise Rd	Dashbach Rd	Cortez Blvd (US 98/SR 50)	2 to 4 Lanes	2.07	2	4.14	OD	13,320	29,160	15,840	32,789	
County	Powerline Rd	Lockhart Rd	Kettering Rd	2 to 4 Lanes	2.02	2	4.04	OD	15,930	35,820	19,890	40,178	
County	Star Rd	Exile Rd	Weeping Willow St	0 to 2 Lanes	0.76	2	1.52	OD	0	15,930	15,930	12,107	
<b>Total (All Roads):</b>							<b>96.02</b>					<b>1,076,165</b>	
<b>County/Developer Roads:</b>							64.80		67% (a)				729,444
<b>State Roads:</b>							31.22		33% (b)				346,721
<b>Curb &amp; Gutter:</b>							4.48		5% (c)				-
<b>Open Drainage:</b>							91.54		95% (d)				-
<b>VMC Added per Lane Mile:</b>											<b>11,200</b>		

1) C&G = Curb & Gutter (Urban Design), OD = Open Drainage (Rural Design)  
Source: Hernando-Citrus MPO Long Range Transportation Plan, Cost Feasible Plan. Improvements in Hernando County only

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

# Appendix C

## Credit Component



## Appendix C: Credit Component

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This appendix presents the detailed calculations for the credit component. County fuel taxes that are collected in Hernando County are listed below, along with a few pertinent characteristics of each.

### 1. Constitutional Fuel Tax (2¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county. Collected in accordance with Article XII, Section 9 (c) of the Florida Constitution.
- The State allocated 80 percent of this tax to Counties after first withholding amounts pledged for debt service on bonds issued pursuant to provisions of the State Constitution for road and bridge purposes.
- The 20 percent surplus can be used to support the road construction program within the county.
- Counties are not required to share the proceeds of this tax with their municipalities.

### 2. County Fuel Tax (1¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Primary purpose of these funds is to help reduce a County's reliance on ad valorem taxes.
- Proceeds are to be used for transportation-related expenses, including the reduction of bond indebtedness incurred for transportation purposes. Authorized uses include acquisition of rights-of-way; the construction, reconstruction, operation, maintenance, and repair of transportation facilities, roads, bridges, bicycle paths, and pedestrian pathways; or the reduction of bond indebtedness incurred for transportation purposes.
- Counties are not required to share the proceeds of this tax with their municipalities.

### 3. Ninth-Cent Fuel Tax (1¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Proceeds may be used to fund transportation expenditures.
- To accommodate statewide equalization, this tax is automatically levied on diesel fuel in every county, regardless of whether a County is levying the tax on motor fuel at all.
- Counties are not required to share the proceeds of this tax with their municipalities.

### 4. 1<sup>st</sup> Local Option Tax (up to 6¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.

- Proceeds may be used to fund transportation expenditures.
- To accommodate statewide equalization, all six cents are automatically levied on diesel fuel in every county, regardless of whether a county is levying the tax on motor fuel at all or at the maximum rate.
- Proceeds are distributed to a county and its municipalities according to a mutually agreed upon distribution ratio, or by using a formula contained in the Florida Statutes.

#### 5. 2<sup>nd</sup> Local Option Tax (up to 5¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Proceeds may be used to fund transportation expenditures needed to meet requirements of the capital improvements element of an adopted Local Government Comprehensive Plan.
- Proceeds are distributed to a county and its municipalities according to a mutually agreed upon distribution scheme, or by using a formula contained in the Florida Statutes.

Each year, the Florida Legislature's Office of Economic and Demographic Research (EDR) produces the *Local Government Financial Information Handbook*, which details the estimated local government revenues for the upcoming fiscal year. Included in this document are the estimated distributions of the various fuel tax revenues for each county in the state. The 2019-20 data represent projected fuel tax distributions to Hernando County for the current fiscal year. Table C-1 shows the distribution per penny for each of the fuel levies, and then the calculation of the weighted average for the value of a penny of fuel tax. The weighting procedure takes into account the differing amount of revenues generated for the various types of fuel taxes. It is estimated that approximately \$0.83 million of annual revenue will be generated for the County from one penny of fuel tax in Hernando County.



**Table C-1**  
**Estimated Fuel Tax Distribution Allocated to Capital Programs for**  
**Hernando County & Municipalities, FY 2019-20<sup>(1)</sup>**

Tax	Amount of Levy per Gallon	Total Distribution	Distribution per Penny
Constitutional Fuel Tax	\$0.02	\$1,900,811	\$950,406
County Fuel Tax	\$0.01	\$836,214	\$836,214
9th Cent Fuel Tax	\$0.01	\$921,669	\$921,669
1st Local Option (1-6 cents)	\$0.06	\$5,202,168	\$867,028
2nd Local Option (1-5 cents)	\$0.05	\$3,602,382	\$720,476
<b>Total</b>	<b>\$0.15</b>	<b>\$12,463,244</b>	
<b>Weighted Average per Penny<sup>(2)</sup></b>			<b>\$830,883</b>

1) Source: Florida Legislature's Office of Economic and Demographic Research, <http://edr.state.fl.us/content/local-government/reports/-->

2) The weighted average distribution per penny is calculated by taking the sum of the total distribution and dividing that value by the sum of the total levies per gallon (multiplied by 100).

### **Capital Improvement Credit**

For the calculated impact fee, the capital improvement credit includes capacity-expansion expenditures for roadway improvements in Hernando County.

### County Capital Project Funding

A review of the County's FY 2015-2019 historical funding and the FY 2020-2024 Capital Improvement Plan indicates that fuel tax revenues and impact fee revenues are the primary funding sources for roadway capacity expansion improvements. As shown in Table C-2, Hernando County allocates funding equivalent of approximately 0.2 pennies for the portion of non-impact fee revenues dedicated to capacity expansion projects such as new road construction, lane additions, and intersection improvements.

**Table C-2**  
**County Fuel Tax Equivalent Pennies**

Source	Cost of Projects	Number of Years	Revenue from 1 Penny <sup>(3)</sup>	Equivalent Pennies <sup>(4)</sup>
Hernando County CIP FY 2020-2024 <sup>(1)</sup>	\$313,000	5	\$830,883	\$0.001
Historical Expenditures FY 2015-2019 <sup>(2)</sup>	\$1,128,992	5	\$830,883	\$0.003
<b>Total</b>	<b>\$1,441,992</b>	<b>10</b>	<b>\$830,883</b>	<b>\$0.002</b>

1) Source: Table C-5

2) Source: Table C-4

3) Source: Table C-1

4) Cost of projects divided by number of years divided by revenue from 1 penny (Item 3) divided by 100

State Capital Project Funding

In the calculation of the equivalent pennies of fuel tax from the State, expenditures on roadway capacity-expansion spanning a 15-year period (from FY 2010 to FY 2024) were reviewed. From these, a list of improvements was developed, including lane additions, new road construction, intersection improvements, interchanges, and traffic signal projects, etc. The use of a 15-year period, for purposes of developing a State credit for road capacity expansion projects, results in a stable credit, as it accounts for the volatility in FDOT spending in the county over short periods of time.

The total cost of the roadway capacity-expansion projects for the “historical” periods and the “future” period:

- FY 2010-2014 work plan equates to 15.1 pennies
- FY 2015-2019 work plan equates to 19.7 pennies
- FY 2020-2024 work plan equates to 34.7 pennies

The combined weighted average over the 15-year period of state expenditure for capacity-expansion roadway projects results in a total of 23.2 equivalent pennies. Table C-3 documents this calculation and the specific projects that were used in the equivalent penny calculations are summarized in Table C-6.

**Table C-3  
State Fuel Tax Equivalent Pennies**

Source	Cost of Projects	Number of Years	Revenue from 1 Penny <sup>(4)</sup>	Equivalent Pennies <sup>(5)</sup>
Projected Work Program (FY 2020-2024) <sup>(1)</sup>	\$144,204,019	5	\$830,883	\$0.347
Historical Work Program (FY 2015-2019) <sup>(2)</sup>	\$81,960,261	5	\$830,883	\$0.197
Historical Work Program (FY 2010-2014) <sup>(3)</sup>	<u>\$62,617,964</u>	<u>5</u>	\$830,883	\$0.151
<b>Total</b>	<b>\$288,782,244</b>	<b>15</b>	<b>\$830,883</b>	<b>\$0.232</b>

- 1) Source: Table C-6
- 2) Source: Table C-6
- 3) Source: Table C-6
- 4) Source: Table C-1
- 5) Cost of projects divided by number of years divided by revenue from 1 penny (Item 3) divided by 100

Tables C-4 through C-8 provide additional detail for the summaries included previously in the report and in Appendix C, Tables C-1 through C-3.

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**Table C-4  
Hernando County – Historical Roadway Expenditures**

Project #	Project Name	Improvement	2015	2016	2017	2018	2019	Total
107110	Deltona-Forest Oaks Intersection Improvements	Intersection improvements to add turn lanes and sidewalks	\$0	\$0	\$0	\$1,874	\$672,484	\$674,358
107490	Forest Oaks @ US19 Intersection Improvements	Intersection improvements to add turn lanes and sidewalks	\$0	\$0	\$4,899	\$21,957	\$0	\$26,856
105800	Powell Road Widening West	Multi-laning roadway	\$7,451	\$0	\$0	\$0	\$0	\$7,451
105860	SR50 Frontage Road E of I75	Two lane frontage road with sidewalks east of I-75 located on north and south side of SR 50	\$0	\$0	\$0	\$0	\$934	\$934
108520	Sunshine Grove @ Jacqueline Traffic Signal	Design and construct traffic signal on Sunshine Grove @ Jacqueline and install concrete separator on Sunshine Grove @ Chamboard St	\$0	\$0	\$60,975	\$54,656	\$727	\$116,358
107480	West Landover Traffic Management	Construct traffic signal at Landover @ Mariner	\$0	\$0	\$261,912	\$41,123	\$0	\$303,035
<b>Total</b>			<b>\$7,451</b>	<b>\$0</b>	<b>\$327,786</b>	<b>\$119,610</b>	<b>\$674,145</b>	<b>\$1,128,992</b>

Source: Hernando County Department of Public Works

**Table C-5  
Hernando County – FY 2020-2024 Capital Improvement Plan: Capacity Expansion Improvements**

CIP #	Project Name	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
<b>Public Works Department</b>							
109850	Cobblestone @ Spring Hill Intersection Improvements	\$63,000	\$175,000	\$0	\$0	\$0	\$238,000
107870	Howell Ave @ US 41 Intersection Improvements	\$75,000	\$0	\$0	\$0	\$0	\$75,000
<b>Total</b>		<b>\$138,000</b>	<b>\$175,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$313,000</b>

Source: Hernando County Office of Management & Budget

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**Table C-6  
Hernando County FDOT Work Program, FY 2010 to FY 2024**

Item	Item Description	Work Mix Description	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
416734-1	SR 50 (CORTEZ BLVD) FROM CALIFORNIA ST TO EAST OF COBB RD	ADD LANES & RECONSTRUCT	\$0	\$397	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$397
407951-2	SR 50 (CORTEZ BLVD) FROM CR587 (MARINER BLVD) TO SR589(SUNCOAST PARKWY	ADD LANES & RECONSTRUCT	\$895,578	\$383,222	\$65,195	\$15,623,391	\$13,177	\$85,905	\$222,361	\$83,813	\$397	\$31	\$0	\$0	\$0	\$0	\$0	\$17,373,070
416732-1	SR 50 (CORTEZ BLVD) FROM LOCKHART ROAD TO KETTERING ROAD	ADD LANES & RECONSTRUCT	\$0	\$0	\$613	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$613
407951-3	SR 50 (CORTEZ BLVD) FROM US 19 (SR 55) TO W OF CR587/MARINER BVD	ADD LANES & REHABILITATE PVMNT	\$326,666	\$6,503,212	\$471,775	\$23,896,542	\$239,007	\$233,412	\$112,646	\$45,249	\$63,693	\$344	\$124	\$0	\$0	\$0	\$0	\$31,892,670
416732-4	SR 50 FM WINDMERE RD/BRONSON BL TO E OF US 98/MCKETHAN RD	ADD LANES & REHABILITATE PVMNT	\$0	\$0	\$0	\$348	\$3,030,539	\$35,221	\$79,201	\$1,340,679	\$1,717,524	\$1,561,072	\$36,914,262	\$0	\$0	\$0	\$0	\$44,678,846
430051-1	SR 50 FROM BROOKSVILLE BYPASS TO WEST OF I-75	PD&E/EMO STUDY	\$0	\$0	\$0	\$0	\$1,007,846	\$9,520	\$6,839	\$6,181	\$2,114	\$9,901	\$8,380	\$0	\$0	\$0	\$0	\$1,050,781
416732-3	SR 50 FROM E OF US 98/MCKETHAN RD TO E OF US 301	ADD LANES & REHABILITATE PVMNT	\$0	\$0	\$0	\$510	\$2,985,124	\$507,852	\$120,212	\$957,777	\$3,038,819	\$1,824,042	\$23,416,004	\$0	\$0	\$0	\$0	\$32,850,340
430051-2	SR 50 FROM LOCKHART RD TO E OF REMINGTON RD	ADD LANES & REHABILITATE PVMNT	\$0	\$0	\$0	\$0	\$26,586	\$951,491	\$36,571	\$16,992	\$40,447	\$158,863	\$5,456,413	\$0	\$0	\$0	\$0	\$6,687,363
416732-2	SR 50 FROM LOCKHART RD TO US 301	PD&E/EMO STUDY	\$0	\$0	\$4,061	\$47,626	\$5,821	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,508
435859-2	SR 50 FROM SR 35 (US 301) TO HERNANDO/SUMTER COUNTY LINE	PRELIMINARY ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,209,622	\$1,038,446	\$421,284	\$0	\$0	\$0	\$0	\$4,669,352
442835-1	SR 50 FROM US 301/SR 35 TO HERNANDO/SUMTER COUNTY LINE	ADD LANES & RECONSTRUCT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34	\$1,553	\$1,440,000	\$5,966,000	\$54,317,918	\$0	\$0	\$61,725,505
416733-2	SR 50/CORTEZ BLVD FROM COBB RD TO W OF BUCK HOPE RD	ADD LANES & RECONSTRUCT	\$0	\$0	\$0	\$0	\$23,668	\$1,112,026	\$1,393,625	\$31,225	\$935,588	\$653,943	\$491,232	\$0	\$144,974	\$11,192,916	\$0	\$15,979,197
416735-1	SR 50/CORTEZ BLVD FROM W OF BUCK HOPE RD TO W OF JEFFERSON STREET	ADD LANES & REHABILITATE PVMNT	\$0	\$0	\$0	\$0	\$53,316	\$2,055,284	\$33,438	\$73,900	\$47,743	\$2,211,672	\$568,235	\$0	\$0	\$111,446	\$0	\$5,155,034
433244-1	SR 50A/JEFFERSON ST @ SR 700/PONCE DE LEON BL	TRAFFIC ENGINEERING STUDY	\$0	\$0	\$0	\$0	\$162,880	\$2,907	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$165,787
405920-3	TRAFFIC SIGNAL MAINTENANCE AND OPERATION FOR LOCAL GOVERNMENT	TRAFFIC SIGNALS	\$81,344	\$85,083	\$87,646	\$90,734	\$92,339	\$95,096	\$158,080	\$182,179	\$188,378	\$197,121	\$6,881	\$0	\$0	\$0	\$0	\$1,264,881
439448-1	US 98/SR 700/PONCE DE LEON FR N OF CITRUS WAY/CR491 TO S OF CITRUS WAY	ROUNDABOUT	\$0	\$0	\$0	\$0	\$0	\$0	\$118,276	\$0	\$19,284	\$79,511	\$157,531	\$2,981,756	\$0	\$0	\$0	\$3,356,358
254823-1	US 41/SR 45/BROAD ST FROM HVIEZDOSLAV ST TO S OF SWFWMD ENTRANCE	ADD LANES & RECONSTRUCT	\$0	\$22,269	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,269
431842-1	BARCLAY AT SR 50	ADD LEFT TURN LANE(S)	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
257298-3	CR 578 (CO LINE RD) FROM E OF EAST RD TO SPRING TIME ST	ADD LANES & RECONSTRUCT	\$759,086	\$665,828	\$457,874	\$15,203	\$3,002	\$6,270	\$8,635	\$5,249	\$3,011	\$1,499	\$5,112	\$0	\$0	\$0	\$0	\$1,930,769
257298-4	CR 578 (CO LINE RD) FROM E OF MARINER BLVD TO W OF SUNCOAST PARKWAY	ADD LANES & RECONSTRUCT	\$13,643	\$7,063	\$5,304	\$299	\$455	\$1,256	\$702	\$904	\$2,735	\$1,622	\$7,868	\$0	\$0	\$0	\$0	\$41,851
257298-5	CR 578 (CO LINE RD) FROM SUNCOAST PARKWAY TO US41 AT AYERS RD	NEW ROAD CONSTRUCTION	\$31,556	\$48,382	\$915,130	\$564,249	\$152,282	\$5,795,049	\$1,326,342	\$25,467	\$835,053	\$20,105,327	\$411,059	\$0	\$0	\$0	\$0	\$30,209,896
257298-2	CR 578 (CO LINE RD) FROM US 19 TO EAST OF EAST RD	ADD LANES & RECONSTRUCT	\$16,215	\$225,080	\$4,857	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$246,152
257298-6	CR 578 @ MARINER INT FM SPRINGTIME STREET TO EAST OF MARINER BLVD	INTERSECTION IMPROVEMENT	\$0	\$0	\$0	\$337,048	\$984,944	\$10,997,422	\$2,975,427	\$10,294,339	\$418,339	\$747,513	\$184,624	\$0	\$0	\$0	\$0	\$26,939,656
424156-1	ELGIN/DELTONA-POWELL FROM MARINER BLVD TO VILLAGE VAN GOGH	ADD LANES & RECONSTRUCT	\$0	\$1,083,949	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,083,949
443369-1	CYRIL DR BYPASS FROM KETTERING RD TO CYRIL DR	NEW ROAD CONSTRUCTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300,000	\$0	\$0	\$0	\$0	\$0	\$1,300,000
<b>Total</b>			<b>\$2,124,088</b>	<b>\$9,024,485</b>	<b>\$2,012,455</b>	<b>\$40,675,950</b>	<b>\$8,780,986</b>	<b>\$21,888,711</b>	<b>\$6,592,355</b>	<b>\$13,063,954</b>	<b>\$10,522,781</b>	<b>\$29,892,460</b>	<b>\$69,489,009</b>	<b>\$8,947,756</b>	<b>\$54,462,892</b>	<b>\$11,304,362</b>	<b>\$0</b>	<b>\$288,782,244</b>
<b>Sub-Totals</b>						<b>Total 2010-2014:</b>	<b>\$62,617,964</b>			<b>Total 2015-2019:</b>	<b>\$81,960,261</b>			<b>Total 2020-2024:</b>	<b>\$144,204,019</b>			

Source: Florida Department of Transportation

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**Table C-7**  
**Average Motor Vehicle Fuel Efficiency – Excluding Interstate Travel**

Travel			
Vehicle Miles of Travel (VMT) @			
	22.5	6.6	
Other Arterial Rural	326,771,000,000	47,822,000,000	374,593,000,000
Other Rural	305,549,000,000	31,615,000,000	337,164,000,000
Other Urban	1,572,316,000,000	97,594,000,000	1,669,910,000,000
<b>Total</b>	<b>2,204,636,000,000</b>	<b>177,031,000,000</b>	<b>2,381,667,000,000</b>

Percent VMT	
@ 22.5 mpg	@ 6.6 mpg
87%	13%
91%	9%
94%	6%
<b>93%</b>	<b>7%</b>

Fuel Consumed			
	Gallons @ 22.5 mpg	Gallons @ 6.6 mpg	
Other Arterial Rural	14,523,155,556	7,245,757,576	21,768,913,132
Other Rural	13,579,955,556	4,790,151,515	18,370,107,071
Other Urban	69,880,711,111	14,786,969,697	84,667,680,808
<b>Total</b>	<b>97,983,822,223</b>	<b>26,822,878,788</b>	<b>124,806,701,011</b>

Total Mileage and Fuel	
<b>2,381,667</b>	miles (millions)
<b>124,807</b>	gallons (millions)
<b>19.08</b>	mpg

Source: U.S. Department of Transportation, Federal Highway Administration, *Highway Statistics 2018*, Section V, Table VM-1  
 Annual Vehicle Distance Traveled in Miles and Related Data - 2018 by Highway Category and Vehicle Type  
<http://www.fhwa.dot.gov/policyinformation/statistics.cfm>

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**Table C-8**  
**Annual Vehicle Distance Travelled in Miles and Related Data – 2018<sup>(1)</sup>**  
**By Highway Category and Vehicle Type**

Revised: March 2020								TABLE VM-1			
YEAR	ITEM	LIGHT DUTY VEHICLES SHORT WB <sup>(2)</sup>	MOTOR-CYCLES	BUSES	LIGHT DUTY VEHICLES LONG WB <sup>(2)</sup>	SINGLE-UNIT TRUCKS <sup>(3)</sup>	COMBINATION TRUCKS	SUBTOTALS		ALL MOTOR VEHICLES	
								ALL LIGHT VEHICLES <sup>(2)</sup>	SINGLE-UNIT 2-AXLE 6-TIRE OR MORE AND COMBINATION TRUCKS		
2018	Motor-Vehicle Travel (millions of vehicle-miles):										
2018	Interstate Rural	147,065	1,312	1,664	46,092	10,418	50,688	<b>193,158</b>	<b>61,106</b>	257,240	
2018	Other Arterial Rural	233,941	2,667	2,271	92,830	17,656	30,166	<b>326,771</b>	<b>47,822</b>	379,531	
2018	Other Rural	212,919	2,786	2,081	92,630	17,339	14,277	<b>305,549</b>	<b>31,615</b>	342,031	
2018	All Rural	593,925	6,765	6,016	231,553	45,413	95,130	825,478	140,543	978,802	
2018	Interstate Urban	398,748	2,606	2,793	100,541	19,427	47,300	<b>499,289</b>	<b>66,727</b>	571,415	
2018	Other Urban	1,239,915	10,705	9,494	332,401	55,859	41,735	<b>1,572,316</b>	<b>97,594</b>	1,690,110	
2018	All Urban	1,638,663	13,311	12,287	432,942	75,286	89,035	2,071,605	164,321	2,261,525	
2018	Total Rural and Urban <sup>(5)</sup>	2,232,588	20,076	18,303	664,495	120,699	184,165	2,897,083	304,864	3,240,327	
2018	Number of motor vehicles registered <sup>(2)</sup>	192,856,211	8,666,185	992,152	57,853,642	10,327,899	2,906,011	250,709,853	13,233,910	273,602,100	
2018	Average miles traveled per vehicle	11,576	2,317	18,448	11,486	11,687	63,374	11,556	23,037	11,843	
2018	Person-miles of travel (millions) <sup>(4)</sup>	3,729,610	23,297	388,032	1,119,644	120,699	184,165	4,849,254	143,996	5,565,447	
2018	Fuel consumed (thousand gallons)	91,585,334	456,657	2,493,815	37,189,350	16,080,122	30,325,060	128,774,684	46,405,182	178,130,339	
2018	Average fuel consumption per vehicle (gallons)	475	53	2,514	643	1,557	10,435	514	3,507	651	
2018	Average miles traveled per gallon of fuel consumed	24.4	44.0	7.3	17.9	7.5	6.1	<b>22.5</b>	<b>6.6</b>	18.2	
<p>(1) The FHWA estimates national trends by using State reported Highway Performance and Monitoring System (HPMS) data, fuel consumption data (MF-21 and MF-27), vehicle registration data (MV-1, MV-9, and MV-10), other data such as the R.L. Polk vehicle data, and a host of modeling techniques.</p> <p>(2) Light Duty Vehicles Short WB - passenger cars, light trucks, vans and sport utility vehicles with a wheelbase (WB) equal to or less than 121 inches. Light Duty Vehicles Long WB - large passenger cars, vans, pickup trucks, and sport/utility vehicles with wheelbases (WB) larger than 121 inches. All Light Duty Vehicles - passenger cars, light trucks, vans and sport utility vehicles regardless of wheelbase.</p> <p>(3) Single-Unit - single frame trucks that have 2-Axles and at least 6 tires or a gross vehicle weight rating exceeding 10,000 lbs.</p> <p>(4) For 2017 and 2018, the vehicle occupancy is estimated by the FHWA from the 2017 National Household Travel Survey (NHTS) and the annual R.L. Polk Vehicle registration data; For single unit truck and heavy trucks, 1 motor vehicle mile traveled = 1 person-mile traveled.</p> <p>(5) VMT data are based on the latest HPMS data available; it may not match previous published results.</p>											

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

# Appendix D

## Calculated Roads Impact Fee Schedule

## Appendix D:

# Calculated Roads Impact Fee Schedule

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This appendix presents the detailed fee calculations for each land use in the Hernando County transportation impact fee schedule:

- Table D-1 – Comparison of calculated fee rates to the full calculated fee rates from the 2013 transportation impact fee study.
- Table D-2 – Detailed calculations for the updated transportation impact fee rates.



**Table D-1  
Hernando County – Transportation Impact Fee Rate Comparison**

ITE LUC	Land Use	Unit	2013 Full Calculated Rate (100%) <sup>(1)</sup>	2020 Full Calculated Rate (100%) <sup>(2)</sup>	Percent Change	Current Rate (22% Adoption) <sup>(3)</sup>
<b>RESIDENTIAL:</b>						
210	Single Family (Detached)	du	\$5,767	\$6,220	8%	\$1,269
220	Multi-Family (Low-Rise, 1-2 Levels)	du	*	\$4,448	-	*
221	Multi-Family (Mid-Rise, 3-10 Levels)	du	*	\$3,312	-	*
240	Mobile Home Park	du	\$2,123	\$2,273	7%	\$467
251	Senior Adult Housing - Detached	du	\$1,881	\$2,273	21%	\$414
252	Senior Adult Housing - Attached	du	**	\$1,715	-	**
253	Congregate Care Facility	du	\$550	\$583	6%	\$121
254	Assisted Living	bed	**	\$673	-	**
255	Continuing Care Retirement Center	du	**	\$618	-	**
<b>LODGING:</b>						
310	Hotel	room	\$2,927	\$2,758	-6%	\$644
320	Motel	room	\$2,069	\$1,326	-36%	\$455
<b>RECREATION:</b>						
416	RV Park	occupied site	\$821	\$895	9%	\$181
420	Marina	boat berth	\$1,969	\$1,718	-13%	\$433
430	Golf Course	acre	\$3,350	\$2,671	-20%	\$737
444	Movie Theater	screen	\$22,199	\$25,645	16%	\$4,884
492	Health/Fitness Club	1,000 sf	\$17,675	\$19,927	13%	\$3,889
<b>INSTITUTIONS:</b>						
520	Elementary School (Private)	student	\$487	\$585	20%	\$107
522	Middle School (Private)	student	\$683	\$653	-4%	\$150
530	High School (Private)	student	\$734	\$701	-4%	\$161
540	University 7,500 or fewer students (Private)	student	\$1,330	\$1,426	7%	\$293
550	University greater than 7,500 students (Private)	student	\$1,002	\$1,065	6%	\$220
560	Public Assembly	1,000 sf	**	\$2,883	-	**
565	Day Care Center	1,000 sf	\$11,273	\$8,349	-26%	\$2,480
<b>MEDICAL:</b>						
610	Hospital	1,000 sf	\$7,522	\$6,654	-12%	\$1,655
620	Nursing Home	bed	\$678	\$797	18%	\$149
630	Clinic	1,000 sf	\$17,457	\$21,183	21%	\$3,841
<b>OFFICE:</b>						
710	Office	1,000 sf	***	\$5,511	-	***
720	Medical Office 10,000 sq ft or less	1,000 sf	\$13,066	\$14,077	8%	\$2,875
720	Medical Office greater than 10,000 sq ft	1,000 sf	\$19,047	\$20,155	6%	\$4,190
<b>RETAIL:</b>						
812	Building Materials/Lumber Store	1,000 sf	\$23,336	\$10,055	-57%	\$5,134
813	Discount Superstore, Free-Standing	1,000 sf	\$30,733	\$9,382	-69%	\$6,761
816	Hardware/Paint Store	1,000 sf	\$5,656	\$1,081	-81%	\$1,244
820	Retail/Shopping Center	1,000 sf	***	\$8,713	-	***
840/841	New/Used Auto Sales	1,000 sf	\$10,892	\$10,609	-3%	\$2,396
850	Supermarket	1,000 sf	\$12,783	\$14,122	10%	\$2,812
862	Home Improvement Superstore	1,000 sf	\$5,303	\$5,366	1%	\$1,167
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$6,783	\$7,897	16%	\$1,492
890	Furniture Store	1,000 sf	\$1,859	\$2,487	34%	\$409
<b>SERVICES:</b>						
912	Bank/Savings Drive-In	1,000 sf	\$19,349	\$13,376	-31%	\$4,257
931	Quality Restaurant	1,000 sf	\$23,957	\$24,305	1%	\$5,271
932	High-Turnover (Sit-Down) Restaurant	1,000 sf	\$28,560	\$27,961	-2%	\$6,283
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$79,079	\$80,061	1%	\$17,397
942	Automobile Care Center	1,000 sf	\$8,960	\$8,651	-3%	\$1,971
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	*	\$8,472	-	*
945	Gas Station w/Convenience Market 2,000-2,999 sq ft	fuel pos.	*	\$10,120	-	*
960	Gas Station w/Convenience Market 3,000+ sq ft	fuel pos.	*	\$11,362	-	*
947	Self-Service Car Wash	service bay	\$6,933	\$7,439	7%	\$1,525
n/a	Convenience/Gasoline/Fast Food Restaurant	1,000 sf	\$90,019	\$96,631	7%	\$19,804
<b>INDUSTRIAL:</b>						
110	General Light Industrial	1,000 sf	\$3,662	\$2,798	-24%	\$806
130	Industrial Park	1,000 sf	\$3,583	\$1,909	-47%	\$788
140	Manufacturing	1,000 sf	\$2,001	\$2,217	11%	\$440
150	Warehouse	1,000 sf	\$1,874	\$988	-47%	\$412
151	Mini-Warehouse	1,000 sf	\$662	\$571	-14%	\$146

1) Source: *Hernando County Transportation Revenue Alternatives, March 2013*  
 2) Source: Table D-2  
 3) Source: Hernando County Zoning Department  
 \* These land uses have been realigned for the updated schedule. These developments are currently charged, but in a slightly different manner that does not create a meaningful comparison  
 \*\* Represents a new land use added to the schedule. These land uses are currently charged the rate of a similar land use  
 \*\*\* Office and retail land uses are currently charged several different rates using a tiered schedule based on square footage. The updated schedule charges a single rate for each use

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table D-2  
Hernando County – Calculated Roads Impact Fee Schedule**

		Equivalent Gasoline Tax		County Revenues:		Unit Cost per Lane Mile:		Interstate/Toll Facility Adjustment Factor:						
		\$\$ per gallon to capital:	\$0.234	County Revenues:	\$0.002	Average VMC per Lane Mile:	\$3,950,000	Interstate/Toll Facility Adjustment Factor:	8.1%					
		Facility life (years):	25	State Revenues:	\$0.232	Fuel Efficiency:	11,200	Cost per PMC:	\$352.68					
		Interest rate:	3.00%			Effectivedays per year:	19.08 mpg							
ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length	Total Trip Length	Trip Length Source	Percent New Trips	% New Trips Source	Net VMT <sup>(1)</sup>	Total Impact Cost	Annual Capital Impr. Tax	Capital Improvement Credit	Net Road Impact Fee (Full, 100%)
<b>RESIDENTIAL:</b>														
210	Single Family (Detached)	du	7.81	FL Studies (NHTS, AHS, Census)	6.62	7.12	FL Studies	100%	n/a	23.76	\$8,379	\$124	\$2,159	\$6,220
220	Multi-Family (Low-Rise, 1-2 Levels)	du	7.32	ITE 10th Edition	5.10	5.60	FL Studies (LUC 220/221/222)	100%	n/a	17.15	\$6,050	\$92	\$1,602	\$4,448
221	Multi-Family (Mid-Rise, 3-10 Levels)	du	5.44	ITE 10th Edition	5.10	5.60	FL Studies (LUC 220/221/222)	100%	n/a	12.75	\$4,496	\$68	\$1,184	\$3,312
240	Mobile Home Park	du	4.17	FL Studies	4.60	5.10	FL Studies	100%	n/a	8.81	\$3,109	\$48	\$836	\$2,273
251	Senior Adult Housing - Detached	du	3.50	Blend ITE 10th & FL Studies	5.42	5.92	FL Studies	100%	n/a	8.72	\$3,074	\$46	\$801	\$2,273
252	Senior Adult Housing - Attached	du	3.33	Blend ITE 10th & FL Studies	4.34	4.84	Same as LUC 251 (adjusted) <sup>(4)</sup>	100%	n/a	6.64	\$2,342	\$36	\$627	\$1,715
253	Congregate Care Facility	du	2.25	Blend ITE 10th & FL Studies	3.08	3.58	FL Studies	72%	FL Studies	2.29	\$809	\$13	\$226	\$583
254	Assisted Living	bed	2.60	ITE 10th Edition	3.08	3.58	Same as LUC 253	72%	Same as LUC 253	2.65	\$934	\$15	\$261	\$673
255	Continuing Care Retirement Center	du	2.40	ITE 10th Edition	3.08	3.58	Same as LUC 253	72%	Same as LUC 253	2.45	\$862	\$14	\$244	\$618
<b>LODGING:</b>														
310	Hotel	room	5.55	Blend ITE 10th & FL Studies	6.26	6.76	FL Studies	66%	FL Studies	10.54	\$3,716	\$55	\$958	\$2,758
320	Motel	room	3.35	ITE 10th Edition	4.34	4.84	FL Studies	77%	FL Studies	5.14	\$1,814	\$28	\$488	\$1,326
<b>RECREATION:</b>														
416	RV Park <sup>(2)</sup>	occupied site	1.62	ITE 10th Edition (Adjusted)	4.60	5.10	Same as LUC 240	100%	Same as LUC 210	3.42	\$1,208	\$18	\$313	\$895
420	Marina	boat berth	2.41	ITE 10th Edition	6.62	7.12	Same as LUC 210	90%	Based on LUC 710	6.60	\$2,327	\$35	\$609	\$1,718
430	Golf Course	acre	3.74	ITE 10th Edition	6.62	7.12	Same as LUC 210	90%	Based on LUC 710	10.24	\$3,611	\$54	\$940	\$2,671
444	Movie Theater	screen	114.83	Blend ITE 10th & FL Studies	2.22	2.72	FL Studies	88%	FL Studies	103.08	\$36,354	\$615	\$10,709	\$25,645
492	Health/Fitness Club <sup>(3)</sup>	1,000 sf	34.50	ITE 10th Edition (Adjusted)	5.15	5.65	Same as LUC 710	94%	FL Studies	76.74	\$27,066	\$410	\$7,139	\$19,927
<b>INSTITUTIONS:</b>														
520	Elementary School (Private)	student	1.89	ITE 10th Edition	3.31	3.81	50% of LUC 210: Tavel Demand Model	80%	Based on LUC 710 (adjusted) <sup>(5)</sup>	2.30	\$811	\$13	\$226	\$585
522	Middle School (Private)	student	2.13	ITE 10th Edition	3.31	3.81	50% of LUC 210: Tavel Demand Model	80%	Based on LUC 710 (adjusted) <sup>(5)</sup>	2.59	\$914	\$15	\$261	\$653
530	High School (Private)	student	2.03	ITE 10th Edition	3.31	3.81	50% of LUC 210: Tavel Demand Model	90%	Based on LUC 710	2.78	\$980	\$16	\$279	\$701

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table D-2 (continued)**  
**Hernando County – Calculated Roads Impact Fee Schedule**

ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length	Total Trip Length	Trip Length Source	Percent New Trips	% New Trips Source	Net VMT <sup>(1)</sup>	Total Impact Cost	Annual Capital Impr. Tax	Capital Improvement Credit	Net Road Impact Fee (Full, 100%)
<b>INSTITUTIONS:</b>														
540	University 7,500 or fewer students (Private)	student	2.00	ITE Regression Analysis	6.62	7.12	Same as LUC 210	90%	Based on LUC 710	5.48	\$1,931	\$29	\$505	\$1,426
550	University greater than 7,500 students (Private)	student	1.50	ITE Regression Analysis	6.62	7.12	Same as LUC 210	90%	Based on LUC 710	4.11	\$1,448	\$22	\$383	\$1,065
560	Public Assembly	1,000 sf	6.95	ITE 10th Edition	3.91	4.41	Midpoint of LUC 710 & LUC 820 (App. A)	90%	Based on LUC 710	11.24	\$3,963	\$62	\$1,080	\$2,883
565	Day Care Center	1,000 sf	49.63	Blend ITE 10th & FL Studies	2.03	2.53	FL Studies	73%	FL Studies	33.79	\$11,919	\$205	\$3,570	\$8,349
<b>MEDICAL:</b>														
610	Hospital	1,000 sf	10.72	ITE 10th Edition	6.62	7.12	Same as LUC 210	78%	Midpoint of LUC 310 & LUC 720	25.44	\$8,970	\$133	\$2,316	\$6,654
620	Nursing Home	bed	3.02	ITE 10th Edition	2.59	3.09	FL Studies	89%	FL Studies	3.20	\$1,128	\$19	\$331	\$797
630	Clinic	1,000 sf	37.46	ITE 10th Edition	5.10	5.60	FL Studies	93%	FL Studies	81.64	\$28,793	\$437	\$7,610	\$21,183
<b>OFFICE:</b>														
710	Office	1,000 sf	9.74	ITE 10th Edition	5.15	5.65	FL Studies	92%	FL Studies	21.21	\$7,479	\$113	\$1,968	\$5,511
720	Medical Office 10,000 sq ft or less	1,000 sf	23.83	FL Studies	5.55	6.05	FL Studies	89%	FL Studies	54.09	\$19,075	\$287	\$4,998	\$14,077
720	Medical Office greater than 10,000 sq ft	1,000 sf	34.12	Blend ITE 10th & FL Studies	5.55	6.05	FL Studies	89%	FL Studies	77.44	\$27,312	\$411	\$7,157	\$20,155
<b>RETAIL:</b>														
812	Building Materials/Lumber Store	1,000 sf	18.05	ITE 10th Edition	6.27	6.77	FL Studies	74%	FL Studies	38.48	\$13,572	\$202	\$3,517	\$10,055
813	Discount Superstore, Free-Standing	1,000 sf	50.77	Blend ITE 10th & FL Studies	2.40	2.90	Appendix A: Fig. A-1 (200k sfgla)	67%	Appendix A: Fig. A-2 (200k sfgla)	37.51	\$13,230	\$221	\$3,848	\$9,382
816	Hardware/Paint Store	1,000 sf	9.14	ITE 10th Edition	1.87	2.37	Appendix A: Fig. A-1 (<50k sfgla)	56%	Appendix A: Fig. A-2 (<50k sfgla)	4.40	\$1,551	\$27	\$470	\$1,081
820	Retail/Shopping Center	1,000 sfgla	37.75	ITE 10th Edition	2.69	3.19	Appendix A: Fig. A-1 (450k sfgla)	74%	Appendix A: Fig. A-2 (450k sfgla)	34.53	\$12,178	\$199	\$3,465	\$8,713
840/ 841	New/Used Auto Sales	1,000 sf	24.58	Blend ITE 10th & FL Studies	4.60	5.10	FL Studies	79%	FL Studies	41.04	\$14,475	\$222	\$3,866	\$10,609
850	Supermarket	1,000 sf	106.64	Blend ITE 10th & FL Studies	2.08	2.58	FL Studies	56%	FL Studies	57.08	\$20,130	\$345	\$6,008	\$14,122
862	Home Improvement Superstore	1,000 sf	30.74	ITE 10th Edition	2.34	2.84	Appendix A: Fig. A-1 (150k sfgla)	65%	Appendix A: Fig. A-2 (150k sfgla)	21.48	\$7,577	\$127	\$2,211	\$5,366
880/ 881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	104.37	Blend ITE 10th & FL Studies	2.08	2.58	FL Studies	32%	FL Studies	31.92	\$11,258	\$193	\$3,361	\$7,897
890	Furniture Store	1,000 sf	6.30	ITE 10th Edition	6.09	6.59	FL Studies	54%	FL Studies	9.52	\$3,358	\$50	\$871	\$2,487
<b>SERVICES:</b>														
912	Bank/Savings Drive-In	1,000 sf	102.66	Blend ITE 10th & FL Studies	2.46	2.96	FL Studies	46%	FL Studies	53.38	\$18,826	\$313	\$5,450	\$13,376
931	Quality Restaurant	1,000 sf	86.03	Blend ITE 10th & FL Studies	3.14	3.64	FL Studies	77%	FL Studies	95.58	\$33,708	\$540	\$9,403	\$24,305

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)

**Table D-2 (continued)**  
**Hernando County – Calculated Roads Impact Fee Schedule**

ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length	Total Trip Length	Trip Length Source	Percent New Trips	% New Trips Source	Net VMT <sup>(1)</sup>	Total Impact Cost	Annual Capital Impr. Tax	Capital Improvement Credit	Net Road Impact Fee (Full, 100%)
<b>SERVICES:</b>														
932	High-Turnover (Sit-Down) Restaurant	1,000 sf	106.26	Blend ITE 10th & FL Studies	3.17	3.67	FL Studies	71%	FL Studies	109.89	\$38,757	\$620	\$10,796	\$27,961
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	485.32	Blend ITE 10th & FL Studies	2.32	2.82	FL Studies	62%	FL Studies	320.77	\$113,129	\$1,899	\$33,068	\$80,061
942	Automobile Care Center	1,000 sf	28.19	Blend ITE 10th & FL Studies	3.62	4.12	FL Studies	72%	FL Studies	33.76	\$11,907	\$187	\$3,256	\$8,651
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	172.01	ITE 10th Edition	1.90	2.40	FL Studies	23%	FL Studies	34.54	\$12,181	\$213	\$3,709	\$8,472
945	Gas Station w/Convenience Market 2,000-2,999 sq ft	fuel pos.	205.36	ITE 10th Edition	1.90	2.40	Same as LUC 944	23%	Same as LUC 944	41.24	\$14,543	\$254	\$4,423	\$10,120
960	Gas Station w/Convenience Market 3,000+ sq ft	fuel pos.	230.52	ITE 10th Edition	1.90	2.40	Same as LUC 944	23%	Same as LUC 944	46.29	\$16,325	\$285	\$4,963	\$11,362
947	Self-Service Car Wash	service bay	43.94	Blend ITE 10th & FL Studies	2.18	2.68	FL Studies	68%	FL Studies	29.93	\$10,556	\$179	\$3,117	\$7,439
n/a	Convenience/Gasoline/Fast Food Restaurant	1,000 sf	984.59	FL Studies	2.65	3.15	FL Studies	32%	FL Studies	383.65	\$135,306	\$2,221	\$38,675	\$96,631
<b>INDUSTRIAL:</b>														
110	General Light Industrial	1,000 sf	4.96	ITE 10th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	10.80	\$3,808	\$58	\$1,010	\$2,798
130	Industrial Park	1,000 sf	3.37	ITE 10th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	7.34	\$2,588	\$39	\$679	\$1,909
140	Manufacturing	1,000 sf	3.93	ITE 10th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	8.56	\$3,018	\$46	\$801	\$2,217
150	Warehouse	1,000 sf	1.74	ITE 10th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	3.79	\$1,336	\$20	\$348	\$988
151	Mini-Warehouse	1,000 sf	1.49	Blend ITE 10th & FL Studies	3.51	4.01	Average of LUC 710 & LUC 820 (50k sq ft)	92%	Same as LUC 710	2.21	\$780	\$12	\$209	\$571

- 1) Net VMT calculated as ((Trip Generation Rate\* Trip Length\* % New Trips)\*(1-Interstate/Toll Facility Adjustment Factor)/2). This reflects the unit of vehicle-miles of capacity consumed per unit of development and is multiplied by the cost per vehicle
- 2) The ITE 10th Edition trip generation rate was adjusted to reflect the average occupancy rate of 60 percent based on data provided by the Florida Association of RV Parks and Campgrounds
- 3) The ITE 10<sup>th</sup> Edition trip generation rate for PM Peak Hour of Adjacent traffic was adjusted by a factor of 10 to approximate the Daily TGR
- 4) The trip length for Senior Adult Housing Detached was based on the trip length for LUC 252, but was then adjusted by 80% based on the relationship of the trip lengths for LUC 210 (Single Family Detached) and LUC 220 (Multi-Family)
- 5) The percent new trips for schools was estimated at 90% based on LUC 710, but was then adjusted to 80% to provide a conservative fee rate. This adjustment reflects the nature of elementary and middle school uses where attendees are unable to drive and are typically dropped off by parents on their way to another destination

Attachment: 06 29 20 TOA Final IF study (17254 : Transportation Impact Fee Study Update)



## AGENDA ITEM

Initiator: Carlene Riecsc  
DOC ID: 17252  
Legal Request Number:

### TITLE

Hernando County Transit Development Plan (TDP) Annual Progress Report

### BRIEF OVERVIEW

The State of Florida Public Transit Block Grant Program was enacted by the Florida Legislature to provide a source of State funding for public transportation. The Block Grant Program requires public transit service providers to develop and adopt a 10-year Transit Development Plan (TDP). Major TDP updates and annual progress reports (APR) must be submitted to the Florida Department of Transportation (FDOT) by September 1st each year.

The annual progress reports are generally performed by the MPO and transit staff. All updates are performed in accordance with Chapter 14-73 FAC to ensure that the Ten-Year Financial Plan is based upon current cost estimates and revenue availability, and consistent with the Long Range Transportation Plan (LRTP).

The Hernando County Board of County Commissioners is the governing body authorized to approve the annual TDP progress report. The Hernando County APR was approved by the BOCC on August 11, 2020.

### FINANCIAL IMPACT

None at this time.

### LEGAL NOTE

The MPO Board has the authority to review this item for consistency with the Transit Element of the Long Range Transportation Plan (LRTP), under Chapter 339.175 F.S.

### RECOMMENDATION

It is recommended the MPO Board review the Hernando County Transit's APR and concur with submittal to the FDOT as approved by the Hernando Board of County Commissioners.

### REVIEW PROCESS

Carlene Riecsc	Completed	08/11/2020 4:24 PM
Cayce Reagin Dagenhart	Completed	08/11/2020 4:26 PM
Mary Elwin	Completed	08/17/2020 6:24 PM

Steven Diez	Completed	08/13/2020 3:32 PM
Garth Coller	Completed	08/26/2020 10:50 AM
Theresia Saenz	Completed	08/27/2020 11:29 AM
MPO	Pending	09/10/2020 1:30 PM



# Hernando County Transit Development Plan

## 2020 Annual Progress Report

2020 Annual Progress Report (2021-2030)  
Adopted by the Hernando County Board of  
County Commissioners August 11, 2020

2019 Major Update (2020-2029) – adopted  
by the Hernando County Board of  
County Commissioners August 13, 2019

Prepared for



Prepared in cooperation with



## Table of Contents

<b>Section 1. Introduction &amp; Requirements of The Transit Development Plan.....</b>	<b>1</b>
Introduction .....	1
Requirements of the Annual Progress Report.....	1
Report Organization .....	1
<b>Section 2. Overview of the System .....</b>	<b>3</b>
Overview of the System .....	3
<b>Section 3. Comparison &amp; Summary of Past Year’s Accomplishments.....</b>	<b>5</b>
Ridership Trends .....	5
Free-Ride Days .....	6
Student Summer Pass Program.....	6
Reduced Fare Photo Identification .....	6
Website.....	6
Presentations .....	7
Analysis of Any Discrepancies .....	7
Impacts & Enhancements to the System .....	7
<b>Section 4. Assessment of the Goals, Objectives &amp; Policies of the 2020-2029 Adopted Transit Development Plan.....</b>	<b>8</b>
Goals, Objectives & Policies .....	8
Goal 1 – Increase quality and level of transit services in Hernando County.....	8
Goal 2 – Increase transit ridership and improve cost efficiency.....	9
Goal 3 - Increase the visibility and name recognition of transit services and TheBus.....	10
Goal 4 – Pursue coordination activities with regional entities and neighboring counties.....	11
Goal 5 – Pursue transit-supportive land use and development.....	11
Goal 6 – Reduce environmental impacts caused by public transit and preserve, where possible, and enhance community social and environmental values.....	11
<b>Section 5. Revised Implementation for the Coming Year (2021).....</b>	<b>13</b>
Overview.....	13
Capital/Infrastructure/Policy Improvements .....	13
<b>Section 6. Recommendations for the New 10th Year and Revised Financial Plan .....</b>	<b>14</b>
Planning Considerations.....	14
The Ten-Year Financial Plan.....	14
Cost and Revenue Assumptions .....	14

## List of Maps

Map 1. TheBus Routes in Hernando County, 2020.....	4
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## List of Tables

Table 1: Fixed-Route System Characteristics, TheBus 2020 .....	3
Table 2: Implementation Table from the 2020-2029 Hernando County TDP .....	5
Table 3: Transit Development Plan New 10-Year Cost & Revenue Summary FY2021-FY2030.....	15



# SECTION 1. INTRODUCTION & REQUIREMENTS OF THE TRANSIT DEVELOPMENT PLAN

## Introduction

The State of Florida Public Transit Block Grant Program was enacted by the Florida Legislature to provide a source of State funding for public transportation. The Block Grant Program requires public transit service providers to develop and adopt a 10-year Transit Development Plan (TDP). Major TDP Updates and annual Progress Reports must be submitted to the Florida Department of Transportation (FDOT) by September 1<sup>st</sup> of the year they are due.

The TDP Major Update, required every five years, was last adopted by the Hernando County Board of County Commissioners on August 13, 2019, and the MPO on August 20, 2019. Annual Progress Reports are subsequently required in the interim years. The TDP is the source for determining the types of projects and their priority in the public transportation component of the Hernando/Citrus Metropolitan Planning Organization’s (MPO) Transportation Improvement Program (TIP). The plan must also be consistent with the approved local government comprehensive plans and the MPO’s Long Range Transportation Plan. The Hernando/Citrus MPO is responsible for ensuring the completion of the TDP for adoption by the provider, the Hernando County Board of County Commissioners.

The Annual Progress Report is prepared in accordance with Rule Chapter 14-73, Florida Administrative Code (FAC).

## Requirements of the Annual Progress Report

Annual Progress Report (APR) updates shall be in the form of a progress report on the 10-year implementation program and shall include:

- Past year’s accomplishments compared to the original implementation program
- Analysis of any discrepancies between the plan and its implementation for the past year, and steps that will be taken to attain original goals and objectives
- Any revisions to the implementation program for the coming year
- Revised implementation program for the 10th year
- Added recommendations for the new 10th year of the updated plan
- A revised financial plan
- A revised list of projects or services needed to meet the goals and objectives

## Report Organization

The APR is compiled to support the Hernando County’s Ten-Year Transit Development Plan (TDP) Major Update (2020-2029) and is composed of six (6) major Chapters, including this introduction. Each Chapter is briefly described below.

- Section 1 provides an overview of the TDP requirements and what is required in the document.

- Section 2 provides an overview of the current system.
- Section 3 documents the past year's (2020) accomplishments compared to the original implementation in the adopted 2020-2029 TDP program. It also provides an analysis of any discrepancies between the TDP and its implementation for the past year, and steps that will be taken to attain its original goals and objectives.
- Section 4 contains an assessment of the goals, objectives, and policies and the status of the projects identified to achieve those goals.
- Section 5 documents revisions to the implementation program for the coming year.
- Section 6 contains the revised implementation program for the new tenth (10th) year as well as a revised financial plan based upon modified assumptions regarding system costs and available revenues.

## SECTION 2. OVERVIEW OF THE SYSTEM

### Overview of the System

The information in the Annual Progress Report (APR) identifies the activities and accomplishments of TheBus during the implementation of the Major Update. It represents the Study Area shown in Map 2-1 below.

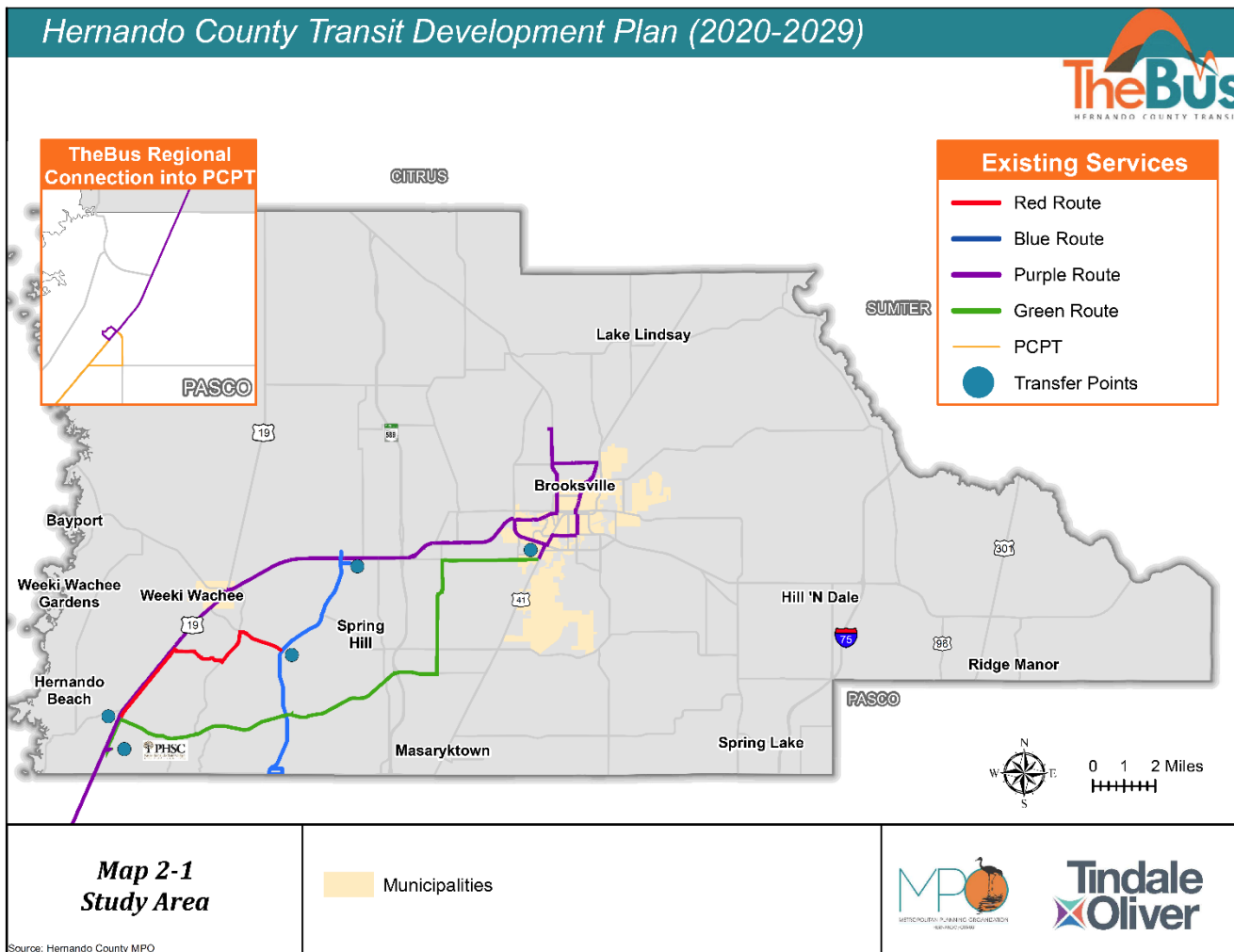
The fixed route system’s characteristics are depicted in Table 2-1 an excerpt from the Major Update. There are four (4) routes denoted by color. The Red and Blue routes serve the Spring Hill area, and the Purple and Green Routes serve both the Brooksville and Spring Hill areas.

- **Red Route** –Red Route travels Deltona Blvd. and a portion of Northcliffe Blvd. and US 19.
- **Blue Route** – The Blue Route travels north-south as a connector along Mariner Blvd. (connecting SR 50 to County Line Rd.).
- **Green Route** – The Green Route is a connector from Brooksville to Spring Hill and serves the Brooksville/Tampa Bay Regional Airport and Technology Center on Spring Hill Drive, and traverses California Street and Wiscon Road.
- **Purple Route** – The Purple Route is a connector service with Pasco County Public Transportation (PCPT) along US 19. This route provides a regional transit system connection between TheBus (Hernando County) to the Pasco, Hillsborough, and Pinellas county public transportation systems.

**Table 1: Fixed-Route System Characteristics, TheBus 2020**

Measures	Red Route	Blue Route	Purple Route	Green Route	Total
Vehicles Operated in Maximum Service	1	1	3	2	7
Number of System Spare Vehicles					2
Headways (minutes)	60	60	60	60	
Days of Service	Mon - Sat	Mon - Sat	Mon - Sat	Mon - Sat	--
Hours of Service	5:47 am to 7:43 pm	6:00 am to 7:54 pm	5:30 am to 8:20 pm	6:10 am to 8:03 pm	--

Map 1. TheBus Routes in Hernando County, 2020



Source: The Hernando County 2020-2029 TDP

## SECTION 3. COMPARISON & SUMMARY OF PAST YEAR'S ACCOMPLISHMENTS

### Ridership Trends

System ridership increased from 127,072 in FY 18 to 140,200 in FY 19, an approximate increase of 10.35%. TheBus has been experiencing an upward trend in ridership activity during the past few years. Contributing factors culminating into a continued upward trend in ridership include a re-alignment of the Red Route plus offering additional service on the following holidays: the day after Thanksgiving, Veterans Day, Good Friday, and President's Day.

**Table 2: Implementation Table from the 2020-2029 Hernando County TDP**

Identified Project	Implementation Year	FY 2020	Notes
<b>Fixed- Route Bus Service</b>			
Add Saturday service to existing routes (8:00 AM to 5:00 PM)	2020	Completed	Implementation of the extended hours of service started on 10/1/2019.
Extend service hours to 9:00 PM on existing routes	2020	Completed	Implementation of the Saturday service started on 10/1/2019.
Add East Hernando Connector (AM and PM bus service to Ridge Manor)	2024	In progress	Peak-hour service is being planned for Ridge Manor
Add commuter express service on Suncoast Parkway	Unfunded	No change	This will be a joint effort with TBARTA
<b>Capital/Infrastructure/Technology</b>			
Bus stop infrastructure/ADA accessibility improvements	2020–2029	On-going	During FY20, 31 bus stop locations were improved by providing ADA accessibility and transit amenities for our transit riders
Shared park-and-ride facilities	2020–2030	No change	This will be a joint effort with TBARTA
Major transfer facility (secure a location and development)	2025–2029	No change	
Vehicle replacement and acquisition program	2025-2029	Completed	Our fleet average age is 6 years. Three (3) new buses and one (1) ADA van were delivered in FY2019

Identified Project	Implementation Year	FY 2020	Notes
Real-time bus location app/displays	2020	In progress	Currently this project is in the initial stages. Estimated completion is 9/30/2020
<b>Policy/Other Improvements</b>			
Implement regional mobile payment app	2020	In progress	Testing phase is in process.
Engage businesses to develop employee bus pass/subsidy programs	2020–2029	No change	
Coordinate with TBARTA to promote TDM strategies	2020–2029	On-going	This is an on-going effort with TBARTA
Expand transit marketing program	2020–2029	On-going	Program activities listed below

### Free-Ride Days

TheBus implemented the “free ride day” program on the following days:

- Older American Month - Friday, May 18 (All individuals over the age of 60 ride for free that day)
- Dump the Pump - Thursday, June 23 (All riders ride for free that day)
- Veterans Day - Tuesday, November 13 (All veterans ride for free that day)
- Election Day - Free rides for all residents that presented a voter registration card

### Student Summer Pass Program

A summer pass was added to the fare structure to promote transit use by students. The pass provides students with unlimited rides from May 15 through August 31 for \$25 and is available each summer for students. Passes are sold at the West Hernando, Main and Spring Hill Libraries, West Side Government Center, Brooksville City Hall and PHSC Bookstores.

### Reduced Fare Photo Identification

TheBus continues issuing a reduced fare photo identification card to qualified individuals. Riders must be a student, elderly person, Medicare card holder, and/or a person with a disability.

### Website

TheBus’s website is continually updated to provide current, relevant, and essential information to the public. The news flash feature provides current information such as bus stop closures, route detours, and upcoming events, etc. Also, the County utilizes social media as necessary to provide related transit information to the Hernando County residents.

## Presentations

During 2019, presentations regarding the status and features of the transit system were made to the Citizens Advisory Committee, the Technical Advisory Committee, and the MPO Board. The General Manager of the transit system also serves on the Transportation Disadvantaged Local Coordinating Board to provide input on the system. Public outreach was conducted at:

- Pasco-Hernando State College – Spring Hill Campus and North Campus
- Forest Oaks Villas Community Center
- Leadership Hernando
- Night out with First Responders – County Sheriff’s Event

## Analysis of Any Discrepancies

Upon review and analysis of the Major Update for 2020-2029 and the preparation of the Annual Progress Report, no discrepancies were determined. However, there were unpredicted and unprecedented impacts to the system resulting from the Coronavirus 19 (COVID19) world-wide pandemic. These are further discussed in the next section, Impacts & Enhancements to the System.

## Impacts & Enhancements to the System

On January 20, 2020, a National Emergency was declared by the President for the worldwide pandemic of the Corona Virus otherwise known as COVID19. In response to the pandemic, Hernando County utilized the following initiatives for the health, safety, and security of its system operators/users/riders:

- For the period April 6, 2020 through May 31, 2020, service hours were reduced, and fares were suspended. Average Daily Ridership decreased from 578 to 293 for April 6-May 31, 2020.
- Additional strategies for stringent cleaning and disinfecting of vehicles and facilities were implemented immediately.
- Employees including bus drivers were required to wear masks while on duty.
- Quarantine measures were implemented.
- Hand sanitizers were placed on the buses and countertops for convenience and access encouraging their frequent use.
- Social distancing seating arrangements were made on the buses and in waiting areas
- A real-time application for the public to utilize the web to retrieve real-time information on the status of the buses is being implemented.
- A rider notification module for RouteMatch is being procured to notify ADA riders on the status of their bus/trip and service changes/announcements.



## SECTION 4. ASSESSMENT OF THE GOALS, OBJECTIVES & POLICIES OF THE 2020-2029 ADOPTED TRANSIT DEVELOPMENT PLAN

### Goals, Objectives & Policies

The goals and objectives for the 2020-2029 TDP are summarized below. For each goal, a series of objectives and policies are presented that identify how each goal will be achieved.

#### Goal 1 – Increase quality and level of transit services in Hernando County.

- Objective 1.1** – Evaluate the need to expand the frequency of service to 30-minutes or less on better performing routes by 2024.
- Objective 1.2** – Establish a second inter-county, regional transit connectivity along one additional major transportation corridor by 2024.
- Objective 1.3** – By 2029, identify and implement innovative approaches to transit service in Hernando County, e.g., commuter/express deviated fixed-route bus service, shared-ride/ride-hail opportunities, express service, peak-hour service, vanpools, etc.
- Objective 1.4** – Where feasible, include transit-oriented features in the design and construction of roadways along existing and planned bus routes.

**Policy 1.1** – *Improve service headways to 30 minutes on better performing routes when funding becomes available.*

**Status/Assessment:** No status change.

**Policy 1.2** – *Provide regional transit services on Suncoast Parkway.*

**Status/Assessment:** No status change.

**Policy 1.3** – *Implement Saturday service on all existing routes.*

**Status/Assessment:** Implemented October 2019 (FY20). This service improvement was established in the 2015-2025 TDP and had the implementation date of 2020.

**Policy 1.4** – *Implement projects or programs to manage or improve the State of Good Repair of transit capital assets as identified by TheBus Transit Asset Management Plan (TAM).*

**Status/Assessment:** The Maintenance Plan has been updated including associated checklists. The TAM is scheduled for updating in September 2020. Additionally, the Public Transportation Agency Safety Plan (PTASP) was adopted in June 2020.

**Policy 1.5** – *Coordinate with TBARTA on regional transit connections.*

**Status/Assessment:** No change in status.

**Policy 1.6** – *Operate a fleet of fixed-route vehicles with an average age of less than six years.*

**Status/Assessment:** Three fixed-route service vehicles and one ADA vehicle were delivered in FY2019. The average age of vehicles in the fixed-route fleet is six (6) years.



*Policy 1.7 – Establish new/enhanced bus transfer center by 2025.*

**Status/Assessment:** No change in status.

**Goal 2 – Increase transit ridership and improve cost efficiency.**

**Objective 2.1 –** Increase the number of fixed-route passenger trips by 50 percent by 2024.

**Objective 2.2 –** Achieve and maintain an annual operating cost per one-way passenger trip between \$3.00 and \$10.00.

**Objective 2.3 –** Improve transit infrastructure comfort, accessibility, and compliance by providing more bus stop amenities and ensuring their compliance with ADA standards.

*Policy 2.1 – Increase the frequency of existing services to 30 minutes and increase service hours if demand warrants and funding is available.*

**Status/Assessment:** Under evaluation

*Policy 2.2 – Improve existing transit services and implement new transit services, consistent with the 10-year transit priorities identified in the adopted TDP.*

**Status/Assessment:** In October 2019, Hernando County implemented Saturday Service and expanded its service hours. ADA bus stop improvements have been completed on 128 or 53% of the 240 bus stop locations.

*Policy 2.3 – Operate a fleet of fixed-route vehicles with an average age of less than six years by 2024.*

**Status/Assessment:** Three fixed-route service vehicles and one ADA vehicle were delivered in FY2019. The average age of vehicles in the fixed-route fleet is six (6) years.

*Policy 2.4 – Explore new service innovations (i.e., on-demand, microtransit services, and same-day reservation technology, autonomous vehicle technology) to serve new areas, attract new ridership, and complement existing services.*

**Status/Assessment:** On-Going

*Policy 2.5 – Coordinate with PCPT staff to ensure that schedules are properly aligned on existing and any future connections between the two counties.*

**Status/Assessment:** Coordination with PCPT is on-going.

*Policy 2.6 – Coordinate with the City and County transportation planning staff to locate bicycle and pedestrian facilities adjacent to transit corridors and bus stop infrastructure.*

**Status/Assessment:** Coordination is on-going with member jurisdictions through the Bicycle-Pedestrian Advisory Committee and transportation planning staff. Increase the visibility and name recognition of transit services and TheBus

### Goal 3 - Increase the visibility and name recognition of transit services and TheBus.

**Objective 3.1** – Increase marketing and public outreach efforts to educate citizens and visitors about the benefits, availability, and characteristics of existing and planned transit services.

**Policy 3.1**– *Maintain an ongoing public involvement process through surveys, discussion groups, interviews, public workshops, and participation in public events.*

**Status/Assessment:** On-going public involvement occurs various activities and events. Staff engage the public at places like the Pasco-Hernando State College, the Forest Oaks community, Leadership Hernando, Night-out with First Responders, the Hernando County Fair, and other such events. Additionally, as part of the major update of the TDP, various meetings were conducted to engage the public’s thoughts and comments on transportation-related needs and services. Finally, the use of surveys assisted in the major TDP update as data necessary to assist in developing goals, objectives, and policies.

**Policy 3.2**– *Distribute bus schedules and system information in public places throughout the county for residents and visitors.*

**Status/Assessment:** On-going activity.

**Policy 3.3**– *Maintain and regularly update TheBus website with current service and schedule information.*

**Status/Assessment:** On-going activity.

**Policy 3.4**– *Conduct an on-board survey every three years or as part of major TDP updates to monitor changes in user demographics, travel behavior characteristics, and user satisfaction.*

**Status/Assessment:** Survey conducted as part of the major TDP update in 2019.

**Policy 3.5**– *Explore the provision of real-time transit information at transfer points or consolidate all information on mobile app or real time on bus.*

**Status/Assessment:** In progress.

**Policy 3.6**– *Upgrade and enhance TheBus website and integrate with the upcoming Flamingo Fares mobile application.*

**Status/Assessment:** In progress.

**Policy 3.7**– *Explore options to increase the number of ticket sales locations and allow online ticket sales.*

**Status/Assessment:** In progress.

**Policy 3.8**– *Explore innovative approaches to marketing transit to new audiences (e.g., coordinating marketing efforts with middle and high school media classes).*

**Status/Assessment:** No change in status.

**Policy 3.9**– *Convert to an electronic fare system for rider convenience.*

**Status/Assessment:** In progress. Conversion to an electronic fare system is in testing stages at the current time.

*Policy 3.10 – Partner with local colleges and education centers to promote and sell bus passes.*

**Status/Assessment:** On-going partnership exists for the sale of bus passes.

**Goal 4 – Pursue coordination activities with regional entities and neighboring counties.**

**Objective 4.1 –** Ensure coordination and consistency with local and regional plans for the future provision of public transit service in Hernando County.

**Objective 4.2 –** Identify areas for cooperative efforts with neighboring county transit systems including Pasco County Public Transportation (PCPT) and Citrus County Transit (CCT).

*Policy 4.1 – Meet at least two times a year with transit staff in neighboring counties to better understand existing and future transit services and to identify coordination requirements associated with public transit services and planning efforts across county lines.*

**Status/Assessment:** Staff meets with agency representatives through the regional coordination process.

*Policy 4.2 – Participate on the TBARTA Board and its committees and regularly coordinate with TBARTA staff periodically to coordinate and cooperate on the TBARTA Regional TDP development and/or implementation process.*

**Status/Assessment:** On-going processes.

**Goal 5 – Pursue transit-supportive land use and development.**

**Objective 5.1 –** Support land use planning and regulations that encourage transit-supportive development.

**Objective 5.2 –** Support the use of development incentives such as impact fee credits for developers and major employers to promote public transit.

*Policy 5.1 – Continue to participate in the County’s land use development review process and make recommendations for transit related amenities.*

**Status/Assessment:** On-going processes. County building permit applications for commercial and residential developments are reviewed as part of the permitting process to consider the provision of transit amenities.

*Policy 5.2 – Consider bus stop accessibility in the identification and prioritization of sidewalk and bicycle facility improvements.*

**Status/Assessment:** On-going processes. County building permit applications for commercial and residential developments are reviewed as part of the permitting process to consider the provision of transit amenities.

**Goal 6 – Reduce environmental impacts caused by public transit and preserve, where possible, and enhance community social and environmental values.**

**Objective 6.1 –** Evaluate the feasibility of converting part of the transit fleet to electric or alternative fuel vehicles as the existing stock reaches useful life maximums.

**Objective 6.2 –** TheBus should investigate opportunities to create and encourage bicycle and pedestrian use to promote nonautomotive trips and help with first/last mile transportation to bus stops.

**Policy 6.1-** *Evaluate fleet age and condition annually and evaluate feasibility of replacing aging vehicles with electric vehicles.*

**Status/Assessment:** No change in status.

**Policy 6.2-** *Install bike racks on all vehicles and at highly used bus stops to encourage alternative transportation to bus stops.*

**Status/Assessment:** Bike racks are provided on fixed-route vehicles to encourage additional and alternative modes of transportation.

## SECTION 5. REVISED IMPLEMENTATION FOR THE COMING YEAR (2021)

### Overview

The purpose of this Section is to document revisions to the 2020-2029 TDP’s implementation program. Recommended transit service improvements for the next 10 years were determined based on input from the public and TheBus/MPO staff and the evaluation of transit needs identified previously, as well as careful consideration of financial resources summarized later in this section. As previously indicated, improvements to add Saturday Service and extended service hours were implemented in October of 2019. The improvement to add an East Hernando Connector (AM and PM) express bus service from Brooksville to SR 50 is in the planning process for FY22.

### Capital/Infrastructure/Policy Improvements

There are no changes to the capital/infrastructure/policy improvements adopted in 2019 during the Major Update for 2020-2029 which include:

- Major transfer facility – Establish a transfer facility that can provide a convenient and safe location for transfers for its transit patrons to accommodate expanded fixed-route transit service and potentially add new routes.
- Mobile fare payment app – Continue to work with regional partners to finalize the rollout of the regional Flamingo Fares program so riders can use a smartphone app to pay bus fare.
- Vehicle replacement and acquisition program – Continue vehicle fleet replacement and expansion to ensure that an adequate number of vehicles and spares are available for maintaining current service and for any planned expansions of service in the next ten (10) years.
- Bus stop infrastructure and ADA accessibility program – Continue the current program to purchase and install bus shelters, benches, bike racks, and other amenities to provide riders with a comfortable and safe experience at bus stops to the maximum extent possible; continue bus stop ADA accessibility improvements to ensure that stops are accessible to every type of rider.
- Shared park-and-ride facilities – Establish a shared-use/joint use park-and-ride lot to support the proposed express service connecting Ridge Manor to Brooksville, potentially at the SR-50/I-75 interchange area in east Hernando County northwest of Ridge Manor.
- Expanded transit marketing program – Using existing resources, expand the scope of current marketing activities and use low- to no-cost tools such as social media/Facebook to attract new riders.

Engagement of business community to develop employee bus pass/subsidy programs –Work with the business community to encourage provision of commuter benefit programs that offer travel choices for employee. Promotion/expansion of transportation demand management (TDM) strategies – Continue to coordinate with the TBARTA Commuter Services program to promote and expand the use of TDM strategies, including alternative travel options such as transit, carpool, vanpool, etc.

## SECTION 6. RECOMMENDATIONS FOR THE NEW 10TH YEAR AND REVISED FINANCIAL PLAN

The purpose of this section is to examine the factors that would influence extending the TDP horizon out an additional year, in effect, a new 10th year of the required 10-year implementation and financial plan.

### Planning Considerations

The Transit Element of the 2045 LRTP along with the Major Update of the associated 2020-2029 TDP provided a current framework for the coming ten-year horizon.

### The Ten-Year Financial Plan

Assumptions made for operating and capital costs and revenues for fixed route and complementary ADA services were based on a variety of factors, including trend data, anticipated funding levels, recent changes to the transit system, previous TDPs, County budget, and MPO staff recommendations.

### Cost and Revenue Assumptions

Adjustments were made to the 10-Year Financial Plan as shown in the attached Table 6-1 to reflect updates for anticipated expenditures and revenues in the coming 10-year horizon and account for implementation strategies identified herein.



Table 3: Transit Development Plan New 10-Year Cost & Revenue Summary FY2021-FY2030

Cost/Revenue	FFY 2021	FFY 2022	FFY 2023	FFY 2024	FFY 2025	FFY 2026	FFY 2027	FFY 2028	FFY 2029	FFY 2030	10-Year Total
<b>Operating</b>											
<b>Costs</b>											
Fixed Route Service	\$1,572,030	\$1,587,750	\$1,603,627	\$1,687,417	\$1,704,291	\$1,721,334	\$1,738,547	\$1,755,933	\$1,773,492	\$1,791,226	\$16,935,646
ADA Paratransit Service	\$1,048,020	\$1,058,501	\$1,069,086	\$1,079,777	\$1,090,574	\$1,101,480	\$1,112,495	\$1,123,620	\$1,134,856	\$1,146,205	\$10,964,613
<b>Total Costs</b>	<b>\$2,620,050</b>	<b>\$2,646,251</b>	<b>\$2,672,713</b>	<b>\$2,767,193</b>	<b>\$2,794,865</b>	<b>\$2,822,814</b>	<b>\$2,851,042</b>	<b>\$2,879,552</b>	<b>\$2,908,348</b>	<b>\$2,937,430</b>	<b>\$27,900,259</b>
<b>Revenues</b>											
Federal Section 5305d	\$79,790	\$80,588	\$81,394	\$82,208	\$83,030	\$83,860	\$84,699	\$85,546	\$86,401	\$87,265	\$834,780
Federal Section 5307	\$709,578	\$678,673	\$639,860	\$591,483	\$531,734	\$955,918	\$965,477	\$975,132	\$985,435	\$995,841	\$8,029,130
Federal Section 5307 CARES	\$200,000	\$240,000	\$288,000	\$345,600	\$414,720						\$1,488,320
FDOT Fed S5311 for Operating	\$243,948	\$246,388	\$248,852	\$319,126	\$322,317	\$325,541	\$328,796	\$332,084	\$335,406	\$338,760	\$3,041,218
FDOT State S5305d	\$9,974	\$10,073	\$10,174	\$10,276	\$10,379	\$10,483	\$10,587	\$10,693	\$10,800	\$10,908	\$104,347
FDOT State Block Grant	\$398,322	\$402,305	\$406,328	\$410,391	\$414,495	\$418,640	\$422,827	\$427,055	\$431,325	\$435,639	\$4,167,327
Local Funds	\$864,309	\$872,952	\$881,681	\$890,521	\$899,426	\$908,420	\$917,505	\$926,680	\$935,946	\$945,306	\$9,042,745
Program Income	\$11,120	\$11,231	\$11,344	\$11,457	\$11,572	\$11,687	\$11,804	\$11,922	\$12,041	\$12,162	\$116,341
Farebox Revenues	\$103,010	\$104,040	\$105,080	\$106,131	\$107,193	\$108,264	\$109,347	\$110,441	\$110,993	\$111,551	\$1,076,050
<b>Total Revenues</b>	<b>\$2,620,050</b>	<b>\$2,646,250</b>	<b>\$2,672,713</b>	<b>\$2,767,193</b>	<b>\$2,794,865</b>	<b>\$2,822,813</b>	<b>\$2,851,042</b>	<b>\$2,879,552</b>	<b>\$2,908,348</b>	<b>\$2,937,432</b>	<b>\$27,900,259</b>
<b>Surplus/Shortfall</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Attachment: 0 08-11-20 TheBus TDP 2020 Annual Progress Report Adopted (17252 : Hernando County

Cost/Revenue	FFY 2021	FFY 2022	FFY 2023	FFY 2024	FFY 2025	FFY 2026	FFY 2027	FFY 2028	FFY 2029	FFY 2030	10-Year Total
<b>Capital</b>											
<b>Costs</b>											
<b>Vehicles</b>	<b>\$210,000</b>	<b>\$160,000</b>	<b>\$1,110,000</b>	<b>\$980,000</b>	<b>\$450,000</b>	<b>\$640,000</b>	<b>\$160,000</b>	<b>\$980,000</b>	<b>\$980,000</b>	<b>\$980,000</b>	<b>\$6,650,000</b>
Replacement Vehicles - Section 5307	\$0	\$0	\$900,000	\$900,000	\$450,000	\$450,000	\$0	\$900,000	\$900,000	\$900,000	\$5,400,000
Replacement ADA Vans	\$160,000	\$160,000	\$210,000	\$80,000	\$0	\$160,000	\$160,000	\$80,000	\$80,000	\$80,000	\$1,170,000
Replacement Specialty/Service Vehicle	\$50,000	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$80,000
<b>Transit - Other</b>	<b>\$1,123,038</b>	<b>\$472,669</b>	<b>\$579,499</b>	<b>\$731,534</b>	<b>\$1,585,460</b>	<b>\$492,448</b>	<b>\$502,172</b>	<b>\$509,561</b>	<b>\$519,748</b>	<b>\$530,190</b>	<b>\$7,046,320</b>
Stop Amenities/ADA Compliance	\$380,000	\$0	\$100,000	\$200,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$780,000
Administrative	\$221,038	\$227,669	\$234,499	\$241,534	\$232,960	\$239,948	\$247,147	\$254,561	\$262,198	\$270,064	\$2,431,619
Transfer Facility	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Preventive Maintenance	\$240,000	\$245,000	\$245,000	\$250,000	\$252,500	\$252,500	\$255,025	\$255,000	\$257,550	\$260,126	\$2,512,701
Equipment - Other	\$182,000	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$222,000
Transit Shelter(s) & Amenities	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
<b>Total Costs</b>	<b>\$1,333,038</b>	<b>\$632,669</b>	<b>\$1,689,499</b>	<b>\$1,711,534</b>	<b>\$2,035,460</b>	<b>\$1,132,448</b>	<b>\$662,172</b>	<b>\$1,489,561</b>	<b>\$1,499,748</b>	<b>\$1,510,190</b>	<b>\$13,696,320</b>
<b>Revenues</b>											
Federal Section 5307 for Buses	\$210,000	\$160,000	\$1,110,000	\$980,000	\$450,000	\$640,000	\$160,000	\$980,000	\$980,000	\$980,000	\$6,650,000
Federal Section 5307 for Other Capital	\$941,038	\$472,669	\$539,499	\$731,534	\$1,585,460	\$492,448	\$502,172	\$509,561	\$519,748	\$530,190	\$6,824,320
Federal Section 5307 CARES	\$182,000	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222,000
<b>Total Revenue</b>	<b>\$1,333,038</b>	<b>\$632,669</b>	<b>\$1,689,499</b>	<b>\$1,711,534</b>	<b>\$2,035,460</b>	<b>\$1,132,448</b>	<b>\$662,172</b>	<b>\$1,489,561</b>	<b>\$1,499,748</b>	<b>\$1,510,190</b>	<b>\$13,696,320</b>
<b>Surplus/Shortfall</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

Attachment: 0 08-11-20 TheBus TDP 2020 Annual Progress Report Adopted (17252 : Hernando County



Cost/Revenue	FFY 2021	FFY 2022	FFY 2023	FFY 2024	FFY 2025	FFY 2026	FFY 2027	FFY 2028	FFY 2029	FFY 2030	10-Year Total
<b>Local Option Gas Tax (Ninth Cent)</b>											
Estimated Remaining Reserve	\$2,150,000	\$2,200,000	\$2,250,000	\$2,300,000	\$1,350,000	\$1,400,000	\$1,450,000	\$1,500,000	\$1,550,000	\$1,600,000	
<b>10-Year Transit Development Plan</b>											
Total Costs	\$3,953,088	\$3,278,920	\$4,362,212	\$4,478,727	\$4,830,325	\$3,955,262	\$3,513,214	\$4,369,114	\$4,408,096	\$4,447,620	\$41,596,578
Total Revenues	\$3,953,088	\$3,278,920	\$4,362,212	\$4,478,727	\$4,830,325	\$3,955,261	\$3,513,214	\$4,369,113	\$4,408,096	\$4,447,622	\$41,596,579
Surplus/Shortfall	\$2,150,000	\$2,200,000	\$2,250,000	\$2,300,000	\$1,350,000	\$1,400,000	\$1,450,000	\$1,500,000	\$1,550,000	\$1,600,000	

**AGENDA ITEM**

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**TITLE**

Funding of the Metropolitan Planning Organization (MPO)

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**BRIEF OVERVIEW**

Pursuant to the request made by the MPO Board at the July 9, 2020, meeting, a letter was submitted by Jeff Rogers, the Hernando County Administrator, to the Citrus County Manager, as well as the city managers of the respective members of the MPO Board. This letter described the history of the Hernando/Citrus MPO, its membership and the benefits to the members and is attached for Board information.

The letter also laid out the current financial arrangement with Hernando County which provided the initial operational funding to the MPO in the form of a long-term loan of \$450,000. As the MPO's programs and projects have become more robust and costs have increased, the need to provide additional funding has become more urgent. As stated in the letter, the intent is to have each jurisdiction, based on its membership on the MPO, to provide a \$50,000 investment to the MPOs operational funding beginning in FY 2022. Hernando County has committed to maintain its \$450,000 contribution. This will bring the overall funding level to \$700,000, which should be sufficient to allow the MPO to meet its federal and state mandates in a timely and efficient manner.

To date, a response has been received from Eric Williams, Manager of the City of Inverness and is attached for Board information.

Also included is the tentative County/MPO budget for FY 2021.

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**FINANCIAL IMPACT**

None at this time.

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**LEGAL NOTE**

Pursuant to Chapter 339.175, FS, the MPO Board has the authority to review this item.

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**STAFF RECOMMENDATION**

This item is for discussion only. No formal action is required at this time by the Board.

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**REVIEW PROCESS**

Carlene Riecsc

Completed

08/25/2020 8:33 AM

Cayce Reagin Dagenhart	Completed	08/25/2020 12:47 PM
Mary Elwin	Completed	08/27/2020 9:47 AM
Helen Gornes	Completed	08/31/2020 7:40 AM
Steven Diez	Completed	08/27/2020 10:14 AM
Garth Coller	Completed	08/31/2020 5:13 PM
Theresia Saenz	Completed	09/01/2020 7:49 AM
MPO	Pending	09/10/2020 1:30 PM



## BOARD OF COUNTY COMMISSIONERS

20 NORTH MAIN STREET ♦ ROOM 263 ♦ BROOKSVILLE, FLORIDA 34601  
 P 352.754.4002 ♦ F 352.754.4477 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

**VIA EMAIL:** [randy.oliver@citrusbocc.com](mailto:randy.oliver@citrusbocc.com)

August 14, 2020

Randy Oliver, County Administrator  
 Citrus County Board of County Commissioners  
 3600 W. Sovereign Path, Suite 267  
 Lecanto, FL 34461

RE: HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION FUNDING

Dear Mr. Oliver:

Hernando and Citrus counties, and the municipalities of Crystal River, Inverness, and the City of Brooksville, have successfully worked together as the Hernando/Citrus Metropolitan Planning Organization (MPO) since 2014 when the Governor approved the reapportionment to create the current MPO structure. As you are aware, the ability of our individual governments to work together on transportation planning issues and prioritizing projects serves as a model for how other communities should collaborate in the successful leveraging of state and federal funding.

As I understand the history, Hernando County provided the start-up funding as a loan from the General Fund for cash flow purposes to enable the MPO to conduct general operations, personnel staffing, and consultant activities necessary for the required transportation planning activities of both counties. The program requires MPO expenses be incurred and posted in order to receive reimbursement from eligible federal and state grants. The start-up funding covers the transportation planning expenses for both counties. In addition, Hernando County provides services encompassing fiscal, financial, budgetary, human resources, Clerk of Court, and Legal support to the MPO through an Administrative Services Memorandum of Understanding.

In 2015, the Hernando County Board of County Commissioners established a separate fund for the MPO and provided a loan in the amount of \$450,000 to serve as a funding source for operating, personnel, and capital expenses until reimbursement from federal and state grants was received. Should the MPO dissolve or otherwise discontinue, the money would be returned to Hernando County to reimburse the General Fund.

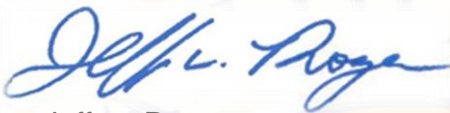
The partnership of transportation planning for each of the two counties and the three cities continues to be served by the initial start-up for cash flow funding. As the area continues to grow and the transportation planning requirements increase, a larger cash outlay is required to undertake multiple activities in both counties at the same time. This is particularly evident during periods when the federal requirements mandate multiple planning activities are undertaken concurrently, such as the Long-Range Transportation Plan and the Transportation Improvement Plan. The data, public involvement, research, and document

activities can take up to one year or more to complete, encumbering large cash obligations for the issuance of purchase orders to consultants and to pay associated staffing/operating expenses. During these periods, additional cash flow funding is required and warranted to meet federal and state funding obligations. It is estimated that an additional \$250,000 would provide the sufficient cash flow to allow the MPO to meet their obligations and expenses under the program.

The MPO currently consists of nine elected officials: four from Hernando County, two from Citrus County, and one each from the City of Brooksville, the City of Crystal River, and the City of Inverness. During your annual budget preparation for Fiscal Year 2022, I am hopeful that you will consider an equitable contribution of \$50,000 per MPO Board membership seat representing your jurisdiction for this important transportation planning program. This would allow for the additional \$250,000 necessary to provide the sufficient cash flow for the program.

Please advise if you will be considering this request during your Fiscal Year 2022 budget preparation beginning on October 1, 2021 so that we may plan and budget appropriately next year for the MPO. I welcome your thoughts, suggestions, and ideas. Thank you for your consideration of this request.

Sincerely,



Jeffrey Rogers  
County Administrator

cc: Steve Diez, Hernando/Citrus MPO Executive Director





# City of Inverness

D.6.b

Administration Office

212 W. Main Street

Inverness, Florida 34450-4149

Administration@Inverness-FL.gov

(352) 726-2611

Fax (352) 726-0607

August 21, 2020

Mr. Jeff Rogers, County Administrator  
20 North Main Street, Room 263  
Brooksville, FL 34601

Dear Mr. Rogers:

We are in receipt of your August 14 letter requesting the City of Inverness give consideration to appropriating \$50,000 in support of certain cash flow circumstances of the Hernando / Citrus Metropolitan Planning Organization (MPO). We understood this matter to have been discussed by the MPO board in 2019 with a presentation and funding request made to the Citrus County BOCC. Understandably, the current request is confusing as we are unaware of any further/current MPO Board discussion in seeking funding by way of membership.

However, the matter was discussed at the August 18 City Council meeting. The City Council provided clear consensus that the MPO board should hear/discuss the matter and garner resolution therein to the cash flow circumstances asserted in your letter. We see this as the most appropriate approach and look forward to the MPO board's discussion.

Hope all is well and please do not hesitate to reach out with any questions or concerns.

Sincerely,

Eric C. Williams, GISP  
City Manager

CC: Mayor and City Council of Inverness  
Steve Diez, Hernando/Citrus MPO Executive Director

Attachment: MPO letter to Rogers 082120 (17327 : MPO Funding)



P&L Consolidating Report

Company: Hernando County  
 Version: 2021 BUDGET - TENTATIVE  
 Unit: 1031: Hernando/Citrus MPO Gen  
 Budget holder: Elwin, Mary (melwin)

Account	Description	1031 34055: MPO-FHWA PL Funds	1031 34056: MPO-Hernando TD Planning	1031 34057: MPO-FTA SEC 5305D Plan	1031 34058: MPO-FTA SEC 5305D Plan	1031 34059: MPO-Citrus TD Planning	1031: Hernando/Citrus MPO Gen
3314260	Fed Grant-5305 FY20 G1178			\$85,804			\$85,804
3314287	Fed Grt-FTA 5305d #20.505			\$0			\$0
3314288	Fed Grt-FTA 5305d #20.505				\$0		\$0
3314955	Fed Grant-FHWA PL #20.205	\$598,202					\$598,202
3344260	ST MATCH-5305 FY20 G1178			\$10,726			\$10,726
3344286	ST Grt-CTD FDOT TD 55.002		\$17,015				\$17,015
3344289	ST Grt-CTD FDOT TD 55.002					\$16,900	\$16,900
3374001	Grt Match-D/F Other Govt			\$5,363	\$0		\$5,363
<b>INTERGOVERNMENTAL</b>		<b>\$598,202</b>	<b>\$17,015</b>	<b>\$101,893</b>	<b>\$0</b>	<b>\$16,900</b>	<b>\$734,010</b>
3419039	Chgs for Serv/MPO Plan						\$0
<b>CHARGES FOR SERVICES</b>							<b>\$0</b>
3611500	Interest-Investments						\$0
3613000	Change in Fair Value-Inv						\$0
3699000	Miscellaneous Revenue						\$0
<b>MISCELLANEOUS</b>							<b>\$0</b>
3819078	Transfer/Grant Match			\$5,363	\$0		\$5,363
3999078	Transfer/Grant Match						\$0
<b>INTERFUND TRANSFERS</b>				<b>\$5,363</b>	<b>\$0</b>		<b>\$5,363</b>
3899090	Balance Forward-Cash						\$0
<b>CASH CARRY FORWARD</b>							<b>\$0</b>
<b>Total Income</b>		<b>\$598,202</b>	<b>\$17,015</b>	<b>\$107,256</b>	<b>\$0</b>	<b>\$16,900</b>	<b>\$739,373</b>
5101200	Salaries & Wages-Regular	\$324,426	\$11,138	\$0	\$0	\$11,138	\$346,701
5101212	Salary-Market Adjustment	\$0	\$0			\$0	\$0
5101400	Salaries & Wages-Overtime	\$0	\$0			\$0	\$0
5101501	Special Pay-Stipends	\$0	\$0			\$0	\$0
5102100	Fica Taxes-Matching	\$24,819	\$852	\$0	\$0	\$852	\$26,523
5102200	Retirement Contributions	\$46,147	\$1,758	\$0	\$0	\$1,758	\$49,663
5102300	Life & Health Insurance	\$62,597	\$2,066	\$0	\$0	\$2,066	\$66,730
5102400	Workers Comp Premiums	\$324	\$11	\$0	\$0	\$11	\$347
<b>PERSONNEL SERVICES</b>		<b>\$458,312</b>	<b>\$15,825</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,825</b>	<b>\$489,963</b>
5303101	Professional Services		\$0			\$0	\$0
5303107	Prof Srv-Consulting	\$35,000		\$107,256	\$0		\$142,256
5303401	Contracted Services	\$0					\$0

Attachment: tentative CountyMPO budget FY 2021 (17327 : MPO Funding)

5304001	Travel & Per Diem	\$2,875	\$790			\$675	\$4,340
5304101	Comm Svc,Devices,Accessr	\$1,300					\$1,300
5304205	Postage And Freight	\$500	\$0			\$0	\$500
5304401	Rental/Lease-Equipment	\$1,500					\$1,500
5304405	Rental/Lease-Buildings	\$10,300					\$10,300
5304501	Insurance & Bonds-Premium	\$120					\$120
5304603	Repair/Maint-Equipment	\$300					\$300
5304606	Repair/Maint-Software	\$900					\$900
5304701	Printing & Binding	\$2,000					\$2,000
5304901	Advertising-Legal	\$2,175	\$200			\$200	\$2,575
5304922	Fees/Costs-Other	\$10,545	\$0	\$0	\$0	\$0	\$10,545
5304965	Fees / Costs-New Hires	\$175					\$175
5305101	Office Supplies	\$1,500					\$1,500
5305201	Operating Supplies	\$0					\$0
5305221	Oper Supp-Cmptr Software	\$0					\$0
5305264	Uncapzd Equip under \$1,000	\$0					\$0
5305265	Uncapzd Equip \$1000-\$4999	\$0					\$0
5305274	Uncap Equip \$1K-5K Tech	\$0					\$0
5305401	Books/Publications/Subscr	\$600					\$600
5305402	Dues And Memberships						\$0
5305506	Educ-Training & Tuition	\$1,000	\$200			\$200	\$1,400
<b>OPERATING EXPENSE</b>		<b>\$70,790</b>	<b>\$1,190</b>	<b>\$107,256</b>	<b>\$0</b>	<b>\$1,075</b>	<b>\$180,311</b>
5606402	Equip-Technology over \$5,000	\$69,100					\$69,100
5606801	Capitalized Software	\$0					\$0
<b>CAPITAL OUTLAY</b>		<b>\$69,100</b>					<b>\$69,100</b>
5951210	Trnsf-Hlth Self Ins (5121)						\$0
5999078	Trnsf-Grant Match						\$0
<b>INTERFUND TRANSFERS</b>							<b>\$0</b>
5909910	Budget Res For Contingncy						\$0
<b>BUDGET RESERVES</b>							<b>\$0</b>
<b>Total Expense</b>		<b>\$598,202</b>	<b>\$17,015</b>	<b>\$107,256</b>	<b>\$0</b>	<b>\$16,900</b>	<b>\$739,374</b>
<b>NET</b>		<b>(\$0)</b>	<b>(\$0)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$0)</b>	<b>(\$1)</b>

Attachment: tentative CountyMPO budget FY 2021 (17327 : MPO Funding)





## AGENDA ITEM

### TITLE

Annual Roll-Forward Amendment to the Adopted FY 2021 - FY 2025 Transportation Improvement Program

### BRIEF OVERVIEW

The Florida Department of Transportation (FDOT) is requesting the MPO's approval of the attached Roll-Forward Amendment to the Transportation Improvement Program (TIP) for FY 2021-2025.

This is a routine annual process to assist the MPO in identifying projects that were not committed in the previous fiscal year (FY 2020) and have automatically rolled into FY 2021 of the FDOT's work program. Only one project is included in the roll forward, US 41 from SR 44 to South of the Withlacoochee Trail Bridge. This amendment ensures that year one of the TIP adopted July 9, 2020 and effective October 1, 2020, matches the FDOT's work program.

The Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC) and Bicycle Pedestrian Advisory Committee (BPAC) reviewed the amendment at their August 26, 2020, meetings and all recommended approval to the MPO Board.

### FINANCIAL IMPACT

There is no financial impact at this time.

### LEGAL NOTE

The MPO Board has the authority to take the recommended action per Chapter 339.175 Florida Statutes. (LR #2020-348-4)

### STAFF RECOMMENDATION

It is recommended that the MPO Board approve the Annual Roll-Forward Amendment to the Transportation Improvement Program (TIP) for FY 2021-FY 2025 and authorize the MPO Chairman's signature thereon.

### REVIEW PROCESS

Carlene Riecsc	Completed	08/07/2020 8:20 AM
Cayce Reagin Dagenhart	Completed	08/11/2020 4:25 PM
Steven Diez	Completed	08/12/2020 7:26 AM

MPO Agenda Item (ID # 17251)

Meeting of September 10, 2020

Garth Coller	Completed	08/12/2020 8:40 AM
Theresia Saenz	Completed	08/26/2020 4:11 PM
MPO	Pending	09/10/2020 1:30 PM



**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

11201 N. McKinley Drive  
Tampa, FL 33612

KEVIN J. THIBAUT, P.E.  
SECRETARY

July 30, 2020

Mr. Steve Diez  
Executive Director  
Hernando-Citrus MPO  
1661 Blaise Drive  
Brooksville, FL 34601

Dear Mr. Diez,

The purpose of this letter is to request the MPO's approval of the Annual Roll-Forward Amendment to the adopted Transportation Improvement Program (TIP) for Fiscal Year (FY) 2021 through 2025 to reconcile differences between the TIP and the Department's Adopted Five-Year Work Program. This is a routine, annual process to assist Hernando-Citrus MPO in identifying projects that were not committed in the previous fiscal year (FY 2020) and have automatically rolled into FY 2021 of the FDOT Work Program. This amendment ensures that year one of the TIP, adopted by the Board on July 9, 2020, effective October 1, 2020, matches year one of the FDOT Work Program.

The affected projects submitted for the MPO's approval are listed in the attached Roll Forward Report.

Please acknowledge the MPO's approval of this Roll-Forward Amendment to your current TIP by signing this letter and returning it to this office for further processing. The Department appreciates your expeditious handling of this request. If you have any questions, please feel free to contact me at (813) 975-6283.

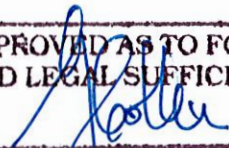
Sincerely,

Roger Roscoe, Government Liaison

Attachment: Hernando-Citrus MPO Roll-Forward Report

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
Commissioner John Allocco  
Chairman, Hernando-Citrus Metropolitan Planning Organization

www.fdot.gov

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY   
County Attorney's Office

FLORIDA DEPARTMENT OF TRANSPORTATION  
OFFICE OF WORK PROGRAM  
MPO ROLLFORWARD REPORT  
=====

HIGHWAYS  
=====

ITEM NUMBER:257165 3  
DISTRICT:07  
EX DESC:2 TO 4 LANES

PROJECT DESCRIPTION:US 41 (SR 45) FROM SR 44 TO S OF WITHLACOOCHEE TRAIL BRIDGE  
COUNTY:CITRUS

\*NON-SIS\*  
TYPE OF WORK:ADD LANES & REHABILITATE PVMNT

ROADWAY ID:02010000		PROJECT LENGTH: .998MI					LANES EXIST/IMPROVED/ADDED: 2/ 2/ 3		
FUND CODE	LESS THAN 2021	2021	2022	2023	2024	2025	GREATER THAN 2025	ALL YEARS	
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT									
CM	0	0	1,831,592	0	0	0	0	1,831,592	
DDR	557,699	2,420,936	286,880	0	0	0	0	3,265,515	
DIH	84,846	164,207	0	0	0	0	0	249,053	
DS	6,361	0	3,020,656	0	0	0	0	3,027,017	
GFS A	0	4,740,206	0	0	0	0	0	4,740,206	
GFS N	0	291,351	0	0	0	0	0	291,351	
SA	0	2,123,135	0	0	0	0	0	2,123,135	
SN	0	2,655,182	669,663	0	0	0	0	3,324,845	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT									
DDR	0	0	0	9,353,920	0	0	0	9,353,920	
DIH	0	0	0	205,278	0	0	0	205,278	
SA	0	0	0	4,786,009	0	0	0	4,786,009	
SN	0	0	0	640,096	0	0	0	640,096	
PHASE: ENVIRONMENTAL / RESPONSIBLE AGENCY: MANAGED BY FDOT									
DS	32,885	300,000	0	0	0	0	0	332,885	
<b>TOTAL 257165 3</b>	<b>681,791</b>	<b>12,695,017</b>	<b>5,808,791</b>	<b>14,985,303</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34,170,902</b>	
<b>TOTAL PROJECT:</b>	<b>681,791</b>	<b>12,695,017</b>	<b>5,808,791</b>	<b>14,985,303</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34,170,902</b>	
<b>TOTAL DIST: 07</b>	<b>681,791</b>	<b>12,695,017</b>	<b>5,808,791</b>	<b>14,985,303</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34,170,902</b>	
<b>TOTAL HIGHWAYS</b>	<b>681,791</b>	<b>12,695,017</b>	<b>5,808,791</b>	<b>14,985,303</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34,170,902</b>	
<b>GRAND TOTAL</b>	<b>681,791</b>	<b>12,695,017</b>	<b>5,808,791</b>	<b>14,985,303</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34,170,902</b>	

Attachment: HERNANDOCITRUSMPO (17251 : Annual Roll-Forward Amendment to the Transportation



**AGENDA ITEM**

**TITLE**

RFQ No. 20-RG0056/PH - General Planning Consultant Services (MPO) Request to Award Two (2) Contracts for the MPO General Planning Consultants

**BRIEF OVERVIEW**

A solicitation for "Request for Qualifications" (RFQ) was publicly advertised in the local newspaper as well as [www.BidNetDirect.com](http://www.BidNetDirect.com) on April 6, 2020. RFQ No. 20-RG0056/PH Entitled: General Planning Consultant Services for Hernando/Citrus Metropolitan Planning Organization (MPO) requested qualified individuals or firms to submit their sealed qualification proposals to perform General Planning Consultant Services for the MPO with the intent to award two (2) contracts.

Two (2) proposals were received on the opening date of May 7, 2020 from the following firms (in alphabetical order):

1. Kimley Horn and Associates, Inc.
2. Tindale Oliver and Associates, Inc.

The proposals received are both from incumbent consultant firms. A Professional Services Review Committee (PSRC) comprised of Justin Hall, FDOT District 7 Government Liaison Administrator; Walt Eastmond, Engineering Transportation Manager, Citrus County; Carlene Riecse MPO Transportation Planner; and Scott Herring, Hernando County DPW Director/County Engineer met via ZOOM Webinar on May 29, 2020 to review and rank the two (2) written Proposals.

The selection process was conducted using the guidelines set forth in Section 287.055, Florida Statutes (Current Edition). This statute only permits negotiation of fees or project costs as a part of the contract negotiation process (i.e., after the firms have been ranked).

The PSRC consensus scoring actions resulted in the following ranking order:

<b>FIRM NAME</b>	<b>TOTAL AVG. POINTS</b>
1. Kimley-Horn and Associates	90.75
2. Tindale Oliver and Associates	88.75

On June 11, 2020, the MPO Board authorized staff to enter into negotiations for RFQ 20-RG0056/PH. Successful negotiations have been completed and the staff is recommending award of the two (2) contracts to Kimley Horn and Associates, Inc., and Tindale Oliver and Associates, Inc.

## FINANCIAL IMPACT

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There is no funding impact at this time. Task Orders to be issued under these contracts are brought before the Board at which time the source funding is identified and allocated. Funds for consultant services are paid from the MPO Fund 1031 in the Hernando County budget. The eligible expenses are reimbursed under Federal PL funding at 100% and Section 5305d funding at 90% Federal/State and 10% Local match equally split between Hernando and Citrus Counties.

## LEGAL NOTE

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Pursuant to Chapter 339.175, FS, the MPO Board has the authority to take the recommended action. (LR 2020-198)

## STAFF RECOMMENDATION

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It is recommended the MPO Board approve negotiated contracts for RFQ 20-RG0056 with the following two (2) firms (in ranked order) and authorize the Chief Procurement Officer (CPO) to approve change orders as become necessary and required:

1. Kimley Horn and Associates, Inc.
2. Tindale Oliver and Associates, Inc.

## REVIEW PROCESS

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Carlene Riecse	Completed	08/20/2020 10:15 AM
Cayce Reagin Dagenhart	Completed	08/21/2020 7:54 AM
Mary Elwin	Completed	08/25/2020 9:05 AM
Helen Gornes	Completed	08/25/2020 5:05 PM
James Wunderle	Completed	08/24/2020 3:11 PM
Steven Diez	Completed	08/26/2020 8:15 AM
Garth Coller	Completed	08/26/2020 9:14 AM
Theresia Saenz	Completed	08/27/2020 1:53 PM
MPO	Pending	09/10/2020 1:30 PM

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

September, 2020

**HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION  
HERNANDO COUNTY, FLORIDA  
PROFESSIONAL SERVICES AGREEMENT  
CONTRACT NO. 20-RG0056/PH**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, 1881 Blaise Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the MPO and Kimley-Horn and Associates, Inc., 116 South Kentucky Avenue, Lakeland, FL 33801, duly authorized to conduct business in the State of Florida, hereinafter called the CONSULTANT.

**PREMISES**

WHEREAS, the MPO desires to retain the CONSULTANT to perform general planning consulting services for Hernando/Citrus Metropolitan Planning Organization; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the MPO desires to employ the CONSULTANT for the performance of general planning consultant Task Orders and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of Section 287.055; Florida Statutes (Current Edition) and Hernando County Policy, latest revision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

**SECTION 1 – GENERAL**

- 1.1 "CONSULTANT" shall be defined herein to include all principals of the firm of Kimley-Horn and Associates, Inc., including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-Consultants retained by the CONSULTANT to perform its obligations hereunder. Sub-Consultants shall be reviewed and approved by the MPO prior to Notice to Proceed with their prospective work assignments.
- 1.2 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the MPO a detailed resume of key personnel that will be involved in performing Services described in the Assignment. The MPO hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the MPO for prior approval. Key personnel shall include principals-in-charge, project managers and project CONSULTANTS. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.3 The CONSULTANT acknowledges that the MPO has retained other Consultants, and otherwise, and the coordination between said Consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services contained in each authorized Task Order.
- 1.3.1 Certain and agreed upon Sub-Consultant Services may constitute a specialized Task Order requiring the Independent Sub-Consultant to work directly with the MPO.
- 1.4 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.



Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

September, 2020

- 1.5 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This assignment is for Consultant Services for Hernando/Citrus Metropolitan Planning Organization. It is understood that Professional Service projects awarded under this Agreement will be assigned on a rotating basis to all Professional Firms awarded continuing Contracts for Consultant Services for Hernando/Citrus Metropolitan Planning Organization, provided that; (1) there is no conflict of interest present relating to the project assignment either by the CONSULTANT or any principal of the CONSULTANT; (2) the CONSULTANT's schedule and/or workload permits completion of the project in the time frame acceptable to the MPO and (3) the CONSULTANT's cost proposal for completing the assignment is within the budget available for the work. Should any of these exceptions occur, the next firm in the project rotation schedule would be assigned the project. It is understood that the MPO may also elect to competitively select a Professional for a specific and/or specialized project.

### SECTION 2 – SCOPE OF SERVICES

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

- 2.1 **GENERAL:** The CONSULTANT agrees to perform those tasks described in the Scope of Services which is attached hereto and made a part hereof. Services to be provided by the CONSULTANT shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.
- 2.2 **SPECIAL CONSULTANT SERVICE:** The MPO and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal Amendments to this Contract.
- 2.3 **TASK ORDERS:**
- 2.3.1 Services to be provided by the CONSULTANT, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - Task Order Form which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.
- 2.3.2 The Director of the Hernando/Citrus Metropolitan Planning Organization or his/her designee may authorize Task Orders for services under this continuing Contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) (Current Edition). Professional fees under such specified Task Orders shall be based on a written Proposal from the CONSULTANT as may be requested in writing by the MPO's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this Contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the CONSULTANT's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g) (Current Edition), for Continuing



Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

September, 2020

Contracts either initially or through subsequent Amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

### **SECTION 3 – HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION'S RIGHTS AND REponsibilities**

The MPO shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the MPO's files, necessary or useful to the CONSULTANT for the performance of the Assignment. All of the documents conveyed by the MPO shall be and remain the property of the MPO and shall be returned to the MPO upon completion of the Assignment to be performed by the CONSULTANT.
- 3.2 Make MPO personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the MPO.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform observations and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Assignment.

### **SECTION 4 – COMPENSATION**

#### **4.1 GENERAL**

Compensation to the CONSULTANT for services performed on each Task Order shall be in accordance with one of the following methods of compensation, as defined and indicated herein:

- a. Lump Sum Method
- b. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

**4.2 LUMP SUM METHOD**

- a) Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, Sub-Consultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the MPO and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b) Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the MPO.

**4.3 HOURLY RATE PLUS DIRECT COST**

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the CONSULTANT plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

**a) DIRECT COSTS**

Direct costs are Sub-Consultant Costs and Other Direct and Unit Costs as defined below. Direct Sub-Consultant Costs shall be defined as the actual compensation paid to Professional and technical Sub-Consultants of the CONSULTANT while such are engaged directly in the performance of the services under this Contract.

**b) HOURLY RATE SCHEDULE**

A schedule of approved hourly rates currently used by the CONSULTANT, including its Sub-Consultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B Standard Task Order Format" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the MPO prior to being charged. Any changes to rates in subsequent years will be adjusted by increasing or decreasing the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers (not seasonally adjusted), for the percent of change through the month of May of each calendar year. (For example, an increase (or decrease) to go into effect October 1, 2020 would be the percent change of increase (or decrease) in the CPI-U series between May, 2019 and May 2020. The percent change would go into effect on October 1, 2020.)

**c) OTHER DIRECT COSTS**

Other Direct Costs include the actual costs to the CONSULTANT of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs:

**(1) EQUIPMENT, MATERIALS AND SUPPLIES**

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the CONSULTANT's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00, shall be the property of MPO and shall be given to the MPO at the termination of this Contract, if requested.

**(2) REPRODUCTIONS**

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

**(3) COMMUNICATIONS AND SHIPPING**

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

**(4) TRAVEL AND SUBSISTANCE**

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061 (Current Edition). Mileage to be charged at \$0.445 per mile (FS 112.061(7)(d)1.a.) (Current Edition).

**(5) MISCELLANEOUS**

This item includes any other identifiable project-related costs and expenses incurred by the CONSULTANT in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

**d) COST LIMITATION**

- (1) The total of all Costs actually incurred by the CONSULTANT, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.
- (2) In the event that the CONSULTANT's estimated total Costs for the performance of services under a Task Order are forecasted by the MPO or CONSULTANT to exceed the Cost Limitation indicated in the Task Order, the MPO and CONSULTANT shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the CONSULTANT or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.
- (3) The MPO is not obligated to reimburse the CONSULTANT for costs incurred in excess of the Cost Limitation indicated for the Task Order and the CONSULTANT shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the CONSULTANT and which shall be paid solely by CONSULTANT. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the CONSULTANT shall continue to perform the required services. The CONSULTANT's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the MPO shall be at the CONSULTANT's risk and expense, unless mutually agreeable in writing by the CONSULTANT and the MPO.

**e. TASK ORDER CONTRACT PRICE**

- (1) The total Task Order Price consists of the sum of the Cost Limitation and any Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in

accordance with Section 8.

- (2) In the event, any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the CONSULTANT, with the written concurrence of MPO, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the CONSULTANT or by the MPO for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the CONSULTANT of the MPO's notification of changed work, unless the MPO shall grant a further period of time for such request resolution.

**f. PROGRESS PAYMENTS TO THE CONSULTANT**

- (1) For a Task Order performed under the Lump Sum Method of compensation, the CONSULTANT must prepare an invoice accompanied with a narrative statement from the CONSULTANT describing the work accomplished by the CONSULTANT during the period covered by the invoice.
- (2) For a Task Order performed under the Hourly Rate Method of compensation, the CONSULTANT must submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the MPO. All Costs included on the invoices shall be taken from the books of the accounts kept by the CONSULTANT and shall be supported by the CONSULTANT's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the MPO's Designated Representative.

**4.4 INVOICE PROCESSING**

Invoices received by the MPO will be processed for payment within thirty (30) days of receipt of FINANCE. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the MPO with an explanation of the deficiencies. The MPO will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the MPO. At the end of the thirty (30) day period, the MPO shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the Hernando/Citrus Metropolitan Planning Organization.

**4.5 PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION**

In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

**4.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by MPO, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the MPO for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal Amendment or Task Order to this Contract.

**SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION  
SCHEDULE/LENGTH OF CONTRACT**

**5.1 WORK COMMENCEMENT**

The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the MPO's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the MPO shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

**5.2 IMPLEMENTATION SCHEDULE**

The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment.

In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order.

Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the MPO and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

**5.3 TERM**

This Contract shall expire three (3) years after the date of execution of this Agreement and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the MPO and the CONSULTANT.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affects availability of resources and staff of Kimley-Horn the client, other Consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

**5.4 CONTINUING CONTRACT**

In accordance with F.S. 287.055 (g) (Current Edition), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the MPO and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the MPO for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the MPO.

**SECTION 6 - MPO'S "DESIGNATED" REPRESENTATIVE**

**6.1 GENERAL**

The MPO hereby designates the Executive Director of the Hernando/Citrus Metropolitan Planning Organization or his/her designee to represent the MPO in all matters pertaining to and arising from the work and performance of this Contract. The Executive Director of the Hernando/Citrus Metropolitan Planning Organization or designee shall have the following responsibilities:

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.



Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

September, 2020

- b. Transmission of instructions, receipt of information and interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) (Current Edition) and paragraph 2.3 hereof.

## 6.2 DESIGNEE

The Hernando/Citrus Metropolitan Planning Organization's designee under a contract resulting from RFQ No. 20-RG0056/PH shall be the Executive Director of the Hernando/Citrus MPO.

## SECTION 7 - CHANGES IN SCOPE

The MPO or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the MPO and the CONSULTANT, shall be incorporated by written formal Amendment.

## SECTION 8 - TERMINATION OF CONTRACT

### 8.1 TERMINATION BY MPO FOR CAUSE

The MPO may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the MPO and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the MPO to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of Section 13 herein.
- f. In the event of any of the causes described in Section 8.1, the MPO's Designated Representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the MPO within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the MPO may consider the CONSULTANT to be in default and may immediately terminate this Contract.

**8.2 TERMINATION BY CONSULTANT FOR CAUSE**

The CONSULTANT may cancel this Contract for the following reasons:

- a. The MPO fails to meet its obligations and responsibilities as contained in Section 3 – MPO's Rights and Responsibilities.
- b. The MPO fails to pay the CONSULTANT in accordance with Section 4 – Compensation.
- c. In the event of either of the causes described in Section 8.2, the CONSULTANT may send a certified letter requesting that the MPO show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the MPO of said show cause notice, then the CONSULTANT may consider the MPO to be in default, and may immediately terminate this Contract.

**8.3 TERMINATION BY MPO WITHOUT CAUSE**

Notwithstanding any other provision of this Contract, the MPO shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the MPO's intent to terminate. In the event that a Task Order is terminated, The MPO shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

**8.4 PAYMENT IN THE EVENT OF TERMINATION**

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the MPO and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the MPO may adjust any payment to take into account any additional direct costs to be incurred by the MPO due to such default.

**8.5 ACTION FOLLOWING TERMINATION**

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the MPO terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the MPO all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the MPO. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

**8.6 SUSPENSION**

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the MPO at any time. In the event the MPO suspends the performance of the CONSULTANT's services hereunder, the MPO shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and MPO shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The MPO shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the MPO notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the MPO that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the MPO's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the MPO shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

## SECTION 9 - CLAIMS AND DISPUTES/REMEDIES

### 9.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

### 9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the MPO and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

## SECTION 10 - INDEMNITY AND INSURANCE

### 10.1 GENERAL

#### INDEMNITY:

To the fullest extent permitted by Florida law, the Consultant/Firm shall indemnify and hold harmless the MPO and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Firm and other persons employed or utilized by the Consultant/Firm in the performance of the contract.

The Insurance provisions of RFQ No. 20-RG0056/PH are incorporated by reference into this Contract.



Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

September, 2020

## 10.2 INSURANCE

The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of Insurance to the MPO, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the MPO.

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the MPO.

The specific requirements of this contract have been detailed in RFQ No. 20-RG0056/PH. The specific requirements of the RFQ must be met to be compliant with a Contract resulting from the solicitation process and may include the following:

### a. Worker's Compensation

The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is Sub-Contracted, will require the Sub-Contractor to provide Worker's Compensation for all of its employees as per the requirements of detailed in RFQ No. 20-RG0056/PH.

### b. Commercial General Liability

The CONSULTANT must provide coverage for all operations as detailed in RFQ No. 20-RG0056/PH including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

### c. Automobile Liability

The CONSULTANT must provide coverage for all owned and non-owned vehicles as detailed in RFQ No. 20-RG0056/PH for limits of not less than \$1,000,000 CSL or its equivalent.

### d. Professional Liability Insurance

Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in RFQ No. 20-RG0056/PH. Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or Sub-Contractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services under the scope of this Contract including any amendment thereto.

### e. Certificates of Insurance

The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Human Resources/Risk Management  
20 North Main Street, Room 264  
Brooksville, FL 34601

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

## SECTION 11 - NEGOTIATION DATA

The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

September, 2020

and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the MPO determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the MPO during the period of this Contract and for five (5) years after final payment is made. Copies of these documents and records shall be furnished upon request to the MPO at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the MPO.

#### **SECTION 12 - OWNER OF DOCUMENTS**

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the MPO prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at MPO's sole risk and without liability or legal exposure to the CONSULTANT; and the MPO shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the MPO and the CONSULTANT.

Any Documents given to or prepared or assembled by the CONSULTANT and its Sub-Contractors under this Contract shall be kept solely as property of the MPO and shall not be made available to any individuals or organizations without the prior written approval of the MPO.

The CONSULTANT may maintain copies of all work performed under this Contract for the MPO.

The CONSULTANT shall not publish any information concerning this project without the prior written consent of the MPO.

#### **SECTION 13 - STANDARDS OF CONDUCT**

##### **13.1 CONSULTANT EMPLOYEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

##### **13.2 CONSULTANT COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

##### **13.3 CONFLICT OF INTEREST**

The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

September, 2020

term of the Contract will be immediately disclosed in writing to the MPO. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

#### **13.4 REMOVAL OF EMPLOYEE**

The MPO is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the MPO determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The MPO shall notify the CONSULTANT in writing of the MPO's objections prior to the CONSULTANT's removal of any employee or representative.

#### **13.5 PUBLICATION**

The CONSULTANT shall not publish any documents or release information to the media without prior approval of the MPO.

### **SECTION 14 - ACCESS TO RECORDS/AUDIT**

#### **14.1 RECORDS MAINTENANCE**

The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The MPO, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the MPO's expense.

#### **14.2 ACCESS TO RECORDS**

The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

### **SECTION 15 - CODES AND DESIGN STANDARDS**

All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the MPO and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an Amendment to this Contract.

### **SECTION 16 - ASSIGNABILITY**

The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the MPO, provided that claims for the money due or to become due the CONSULTANT from the MPO under this Contract may be assigned to a bank, trust company or other financial institution without such MPO approval. Notice of any such assignment or transfer shall be furnished promptly to the MPO.

**SECTION 17 - CONTROLLING LAWS**

This Contract is to be governed by the laws of the State of Florida.

**SECTION 18 - FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, delays related to the COVID-19 Pandemic, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

**SECTION 19 - SPECIAL CONDITIONS FOR STATE/FEDERAL FUNDING:**

1. **Documentation of Project Costs:** All costs charged to the Project, including any approved services shall be supported as required by 49 CFR §18.20 and §18.22 and the cost principles cited in Office of Management and Budget (OMB) 2 Code of Federal Regulations.
2. **Solicitations for Sub-Contractors, including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a Sub-Contract, including procurements of materials or leases of equipment; each potential Sub-Contractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
3. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
4. **PURSUANT TO FLORIDA STATUTE 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

**SECTION 20 – SUPPLEMENTARY CONDITIONS FOR FEDERAL/STATE REQUIREMENTS**

1. **ACCESS TO RECORDS** 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

Record keeping and access requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

- 1.1. **Record Retention.** The Contractor will retain, and will require its Sub-Contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, Sub-Contracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

September, 2020

- 1.2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
  - 1.3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
  - 1.4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
2. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** 42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

2.1. The Contractor agrees:

- 2.1.1. It will not use any violating facilities;
- 2.1.2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 2.1.3. It will report violations of use of prohibited facilities to FTA; and
- 2.1.4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

### 3. **CIVIL RIGHTS LAWS AND REGULATIONS**

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

- 3.1. **Hernando County is an Equal Opportunity Employer.** As such, Hernando County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Hernando County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
- 3.2. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
  - 3.2.1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
  - 3.2.2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No.



11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.2.3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.2.4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### 4. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)** 49 C.F.R. part 26

The DBE contracting requirements flow down to all third-party Contractors and their Contracts at every tier. It is Hernando County's and prime Contractor's responsibility to ensure the DBE requirements are applied across the board to all Sub-Recipients/Contractors/Sub-Contractors. Should a Sub-Contractor fail to comply with the DBE regulations, Hernando County would look to prime Contractor to make sure it intervenes to monitor compliance. The onus for compliance is on Hernando County.

4.1. The Contractor, Sub-Recipient or Sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Hernando County deems appropriate, which may include, but is not limited to:

- 4.1.1. Withholding monthly progress payments;
- 4.1.2. Assessing sanctions;
- 4.1.3. Liquidated damages; and/or
- 4.1.4. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

#### 4.2. **Overview**

It is the policy of Hernando County and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

September, 2020

regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of Hernando County to:

- 4.2.1. Ensure nondiscrimination in the award and administration of DOT-assisted Contracts;
  - 4.2.2. Create a level playing field on which DBE's can compete fairly for DOT-assisted Contracts;
  - 4.2.3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
  - 4.2.4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
  - 4.2.5. Help remove barriers to the participation of DBEs in DOT assisted Contracts;
  - 4.2.6. To promote the use of DBEs in all types of federally assisted Contracts and procurement activities; and
  - 4.2.7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- 4.3. This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Hernando County shall make all determinations with regard to whether or not a Bidder is in compliance with the requirements stated herein. In assessing compliance, Hernando County may consider during its review of the Bidder's submission package, the Bidder's documented history of non-compliance with DBE requirements on previous contracts with Hernando County.

#### 4.4. Contract Assurance

The Contractor, Sub-Recipient or Sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Hernando County deems appropriate.

#### 4.5. DBE Participation

For the purpose of this Contract, Hernando County will accept only DBE's who are:

- 4.5.1. Certified, at the time of bid opening or proposal evaluation, by the *Unified Certification Program (UCP)*; or
- 4.5.2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- 4.5.3. Certified by another agency approved by the AGENCY.

#### 4.6. DBE Participation Goal

The DBE participation goal for this Contract is set at 10.65%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

##### 4.6.1. Proposed Submission

Attachment: Kimley Horn signed (17133 : RFQ 20-RG0056 - Request to Award for MPO GPC)

Each Bidder/Offeror, as part of its submission, shall supply the following information:

- 4.6.1.1. A completed **DBE Utilization Form** (Attachment No. 15) that indicates the percentage and dollar value of the total Bid/Contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- 4.6.1.2. A list of those qualified DBE's with whom the Bidder intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (Attachment No. 15). No work shall be included in the Schedule that the Bidder has reason to believe the listed DBE will sub-contract, at any tier, to other than another DBE. If awarded the Contract, the Bidder may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by Hernando County.
- 4.6.1.3. An original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule** (Attachment No. 15).
- 4.6.1.4. An original **DBE Affidavit** (Attachment No. 15) from each DBE stating that there has not been any change in its status since the date of its last certification.

#### 4.7. Good Faith Efforts

If the Bidder is unable to meet the goal set forth above (DBE Participation Goal), Hernando County will consider the Bidder's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that Hernando County will consider as part of the Bidder's good faith efforts include, but are not limited to, the following:

- 4.7.1. Documented communication with Hernando County's DBE Coordinator (questions of IFB or RFP requirements, sub-contracting opportunities, appropriate certification, will be addressed in a timely fashion);
  - 4.7.2. Pre-bid meeting attendance. At the pre-bid meeting, Hernando County generally informs potential Bidder's of DBE sub-contracting opportunities;
  - 4.7.3. The Bidder's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBE's to respond to the solicitation;
  - 4.7.4. Written notification to DBE's encouraging participation in the proposed Contract; and
  - 4.7.5. Efforts made to identify specific portions of the work that might be performed by DBE's.
- 4.8. The Bidder shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:
- 4.8.1. The names, addresses, and telephone numbers of DBE's that were contacted;
  - 4.8.2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
  - 4.8.3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.
- 4.9. Further, the documentation of good faith efforts must include copies of each DBE and non-DBE Sub-Contractor quote submitted when a non-DBE Sub-Contractor was selected over a DBE for work on the Contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the



goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

#### 4.10. Administrative Reconsideration

Within five (5) business days of being informed by Hernando County that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder may request administrative reconsideration. The Bidder should make this request in writing to Hernando County's Chief Procurement Officer. The Chief Procurement Officer will forward the Bidder's request to a reconsideration official who will not have played any role in the original determination that the Bidder did not document sufficient good faith efforts.

- 4.11. As part of this reconsideration, the Bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Hernando County will send the Bidder a written decision on its reconsideration, explaining the basis for finding that the Bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### 4.12. Termination of DBE Sub-Contractor

The Contractor shall not terminate the DBE Sub-Contractor(s) listed in the DBE Participation Schedule (Attachment No. 19) without Hernando County's prior written consent. Hernando County may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE Sub-Contractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE Sub-Contractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE Sub-Contractor to substitute for the original DBE and immediately notify Hernando County in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 4.15 below (Sanctions for Violations).

#### 4.13. Continued Compliance

The MPO shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the MPO that summarize the total DBE value for this Contract. These reports shall provide the following details:

- 4.13.1. DBE utilization established for the Contract;
  - 4.13.2. Total value of expenditures with DBE firms for the quarter;
  - 4.13.3. The value of expenditures with each DBE firm for the quarter by race and gender;
  - 4.13.4. Total value of expenditures with DBE firms from inception of the Contract; and
  - 4.13.5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.
- 4.14. Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Hernando/Citrus MPO. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

## 4.14.1. The successful Bidder shall permit:

- 4.14.1.1. Hernando County to have access to necessary records to examine information as Hernando County deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and Contract between the successful Bidder and other DBE parties entered into during the life of the Contract.
- 4.14.1.2. The authorized representative(s) of Hernando County, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- 4.14.1.3. All data/record(s) pertaining to DBE shall be maintained as stated in Section IV, Paragraph 1.

4.15. Sanctions for Violations

If at any time Hernando County has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Hernando County may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- 4.15.1. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- 4.15.2. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

5. ENERGY CONSERVATION 42 U.S.C. 6321 *et seq.*, 49 C.F.R. part 622, subpart C

These requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION 2 C.F.R. part 180, 2 C.F.R. part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I) Executive Order 12549, Executive Order 12689

Recipients, Contractors, and Sub-Contractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

6.1. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each Contract at any tier for a federally required audit (irrespective of the Contract amount), and to each Contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, the Contractor shall verify that its principals, affiliates, and Sub-Contractors are eligible to participate

In this federally funded Contract and are not presently declared by any Federal department or agency to be:

- 6.1.1. Debarred from participation in any federally assisted Award;
- 6.1.2. Suspended from participation in any federally assisted Award;
- 6.1.3. Proposed for debarment from participation in any federally assisted Award;
- 6.1.4. Declared ineligible to participate in any federally assisted Award;
- 6.1.5. Voluntarily excluded from participation in any federally assisted Award; or
- 6.1.6. Disqualified from participation in any federally assisted Award

6.2. By signing and submitting its Bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Hernando County. If it is later determined by Hernando County that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **LOBBYING RESTRICTIONS** 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20. See attachment 16.

8. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

- 8.1. The No Obligation clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.
- 8.2. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Hernando County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each Sub-Contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-Contractor who will be subject to its provisions.

9. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS** 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

The Program Fraud clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

- 9.1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

September, 2020

- 9.2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- 9.3. The Contractor agrees to include the above two clauses in each Sub-Contract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

**10. RECYCLED PRODUCTS** 42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322

- 10.1. These requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier where the value of an EPA designated item exceeds \$10,000.
- 10.2. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

**11. SAFE OPERATION OF MOTOR VEHICLES** 23 U.S.C. part 402, Executive Order No. 13043 Executive Order No. 13513, U.S. DOT Order No. 3902.10

The Safe Operation of Motor Vehicles requirements flow down to all third-party Contractors at every tier.

**11.1. Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Hernando County.

**11.2. Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**12. TERMINATION** 2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

For all contracts in excess of \$10,000, the Termination clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

**12.1. Termination for Convenience (General Provision)**

Hernando County and/or the MPO may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Hernando County's best interest. The Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hernando County to be paid the Contractor. If the Contractor has any property in its

possession belonging to Hernando County, the Contractor will account for the same, and dispose of it in the manner Hernando County directs.

#### 12.2. Termination for Default [Breach or Cause] (General Provision)

12.2.1. If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for services, the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, Hernando County may terminate this Contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

12.2.2. If it is later determined by Hernando County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Hernando County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

#### 12.3. Opportunity to Cure (General Provision)

12.3.1. Hernando County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

12.3.2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### 12.4. Waiver of Remedies for any Breach

In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Hernando County shall not limit Hernando County's remedies for any succeeding breach of that or of any other covenant, term, or condition of this Contract.

#### 12.5. Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this Contract, in whole or in part, when it is in the AGENCY's interest. If this Contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

#### 12.6. Termination for Default (Supplies and Service)

12.6.1. If the Contractor fails to deliver supplies or to perform the services within the time specified in this Contract or any extension, or if the Contractor fails to comply with any other provisions of this Contract, the AGENCY may terminate this Contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Contract.



Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

September, 2020

- 12.6.2. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

**13. VIOLATION AND BREACH OF CONTRACT 2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)**

All Contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where Contractors violate or breach Contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third-party Contractors and their Contracts at every tier.

**13.1. Rights and Remedies of Hernando County**

- 13.1.1. Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.
- 13.1.1.1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;
- 13.1.1.2. The right to cancel this Contract as to any or all of the work yet to be performed;
- 13.1.1.3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- 13.1.1.4. The right to money damages.
- 13.1.2. For purposes of this Contract, breach shall include:
- 13.1.2.1. Nondiscrimination. The Consultant shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the MPO deems appropriate.
- 13.1.2.2. Failure to comply with paragraph 11.15 Maintenance of Records section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).
- 13.1.2.3. Submitting a false scrutinized companies certification shall be deemed a material breach of Contract.
- 13.1.2.4. Failure by the Contractor to carry out applicable requirements of disadvantaged business enterprise (49 CFR Part 26) requirements in the award and administration of DOT-assisted Contracts is a material breach of this Contract.
- 13.1.2.5. The Violations and Breach of Contracts clause flows down to all third-party Contractors and their Contracts at every tier.

**13.2. Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.

### 13.3. Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

### 13.4. Disputes

13.4.1. **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Hernando County's Chief Procurement Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Procurement Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Procurement Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

13.4.2. **Example 2:** Hernando County and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Hernando County and the Contractor's organization.

13.5. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

13.6. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Hernando County's direction or decisions made thereof.

### 13.7. Performance During Dispute

Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

### 13.8. Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.



**13.9. Remedies**

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Hernando County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Hernando County is located.

**13.10. Rights and Remedies**

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Hernando County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**14. FEDERAL CHANGES 49 C.F.R. Part 18**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

**15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F or subsequent revisions.**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**16. PATENT RIGHTS AND RIGHTS IN DATA 2 C.F.R. part 200, Appendix II (F), 37 C.F.R. part 401****16.1. Intellectual Property Rights**

- 16.1.1. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any Contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to

Contract No. 20-RG0056/PH - General Planning Consultant (MPO).

September, 2020

computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- 16.1.2. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- 16.1.3. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- 16.1.4. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- 16.1.5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- 16.1.6. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- 16.1.7. The Contractor agrees to include these requirements in each Sub-Contract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **SECTION 20 - EXTENT OF CONTRACT**

This Contract, together with the RFQ No. 20-RG0056/PH, issued April 8, 2020 and the Proposal submitted by Kimley-Horn and Associates, Inc. and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the MPO and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Work  
Exhibit B: Task Order Format and Standard Hourly Rates

Contract No. 20-RG0056/PH General Planning Consultant (MPO)

April, 2020

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

(SEAL)

HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION

Attest: \_\_\_\_\_

Chairman \_\_\_\_\_

Firm Name Kimley-Horn and Assoc, INC.

Witness \_\_\_\_\_

By Mark E. Wilson, Senior V.P.  
Printed Name and Title of Professional

*Jason Lewis, P.E.*



APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
BY [Signature]  
County Attorney's Office

Attachment: Kimley Horn signed (17133 : RFQ 20-RG0056 - Request to Award for MPO GPC)

**EXHIBIT "A"**  
**SCOPE OF WORK**

**PURPOSE**

The Hernando/Citrus Metropolitan Planning Organization (MPO) in cooperation with the Florida Department of Transportation ("the Department") requires the services of Consultant(s) to provide production support to the MPO staff to accomplish numerous transportation planning functions approved by the MPO in the Unified Planning Work Program (UPWP). Many of these tasks are required by the Federal surface transportation legislation, *Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21)* and the Fixing America's Surface Transportation (FAST) Act. The work involves assistance to the MPO staff on a work assignment basis in a variety of technical, graphical, public involvement, and product review activities. The consultant(s) shall assist MPO staff by providing additional resources to accomplish assignments authorized by the MPO.

**SERVICES****A. Long Range Transportation Plan Update**

This task will entail performing updates to the currently adopted Long Range Transportation Plan, and a major update of the MPO's adopted Long Range Transportation Plan for a new horizon year. Note: Proven familiarity in the application of the Florida Standard Urban Transportation Modeling Structure (FSUTMS), and the Tampa Bay Regional Transportation Planning Model to real-world situations is a requirement for this and other tasks. The Consultant(s) may also be required to update the MPO's geographic information system (GIS) in coordination with planned GIS development activities associated with the FDOT Regional Transportation Analysis.

The Consultant(s) may be required to evaluate and where needed recommend amendments to the adopted Long Range Transportation Plan to explicitly address:

1. the preservation of existing facilities and their capacity;
2. the need to relieve current congestion and reduce future congestion;
3. the effect of transportation policy decisions on future land use and development;
4. the programming of transportation enhancement expenditures, especially bicycle, pedestrian, and aesthetic improvements;
5. access to public aviation facilities;
6. the access to recreation areas;
7. the need for connecting roads and other facilities within the metropolitan area with like facilities outside the area;
8. techniques for the preservation of rights-of-way for construction of future projects;
9. methods to enhance the efficient movement of goods; and
10. methods to implement public transit services and to enhance their utilization.

**B. Review and Development of Transportation Database**

Consistent with guidelines issued by United States Department of Transportation (USDOT) and the Department, the Consultant(s) may be required to review methodology for a comprehensive multi-modal, multi-jurisdictional inventory of existing transportation data sources, including a systematic approach to gathering statistical data on an on-going basis. The purpose of this task is to provide an effective data resource for management system operations, systems planning and project level planning, and to support the project selection authority of the MPO; focusing on the use of existing resources as much as possible.

**C. Systems Management Planning**

Consistent with guidelines issued by USDOT and the Department, the Consultant(s) may be required to support updates of the congestion management process. This may include the assessment of existing databases and management systems for adaptation to new requirements to preserve and maintain facilities, equipment, and rolling stock of transit, rail, aviation systems, bridge and pavement conditions, safety conditions, and propose minimum standards.

**D. Comprehensive Bicycle and Pedestrian Planning**

The Consultant(s) may be required to assist in updating pedestrian and bicycle elements of the Long Range Transportation Plan, focusing on identified areas and corridors of highest need; recommending corridor improvements, costs, appropriate land development regulation modifications, design elements and other actions to improve the environment and safety of bicycling and walking. Bicycle and pedestrian facilities planning are considered to be an integral component of an effective multi-modal transportation system.

**E. Aviation Planning**

The Consultant(s) may be required to assist with aviation planning activities which would include the update of certain elements of the Brooksville-Tampa Regional Airport, Crystal River Airport, and Inverness Airport Master Plans. The interface of the airport with future land use and development patterns on and in proximity to the airport facility, and the provision of appropriate intermodal surface transportation connections are of primary consideration.

**F. Regional Coordination**

The Consultant(s) may be required to assist the MPO with the regional coordination efforts of the West Central Florida MPO Chairs Coordinating Committee (CCC). This could include attendance at staff and policy level MPO coordination meetings, data research and analysis, map preparation, and study and report writing and documentation of the regional transportation planning process. Congestion management process coordination and other regionally focused management systems applications may also be included.

**G. Special Transportation Studies****1. Multi-Modal Needs Planning**

The Consultant(s) may be required to collect special vehicle classification traffic counts and perform analyses of traffic circulation and the movement of other modes of transportation throughout the County.

**2. Other Activities**

The Consultant(s) may be required to perform specific technical analyses as assigned by the MPO to respond to directives from the MPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public.

**H. Transit Planning****1. Transportation Disadvantaged Para-Transit Services**

The Consultant(s) may be required to assist the MPO and the Transportation Disadvantaged Local Coordinating Boards for Hernando and Citrus Counties in the development of service plans to implement strategies for an enhanced transportation system to improve transportation disadvantaged para-transit and transit service.

**2. Ongoing Transit Planning**

The Consultant(s) may be required to perform a variety of tasks to support the operations of planned transit service. This task may include updating the assumptions and information contained

Contract No. 20-RG0056/PH General Planning Consultant (MPO)

April, 2020

In the respective Transit Development Plans (TDP) for Hernando and Citrus Counties, as well as reviewing and making recommendations regarding transit operations in conjunction with performance measures provided by the MPO.

#### **RESPONSIBILITIES OF THE MPO**

The MPO will furnish, without charge, the following services and data to the Consultant(s) for the performance of services:

1. Provide all criteria and full information as to the MPO's requirements for Consultant services including objectives, constraints, budgetary limitations, and time restraints.
2. Furnish drawings, specifications, schedules, reports, socioeconomic data and other information prepared by and/or for the MPO by others which are available to the MPO and which the MPO considers pertinent to the Consultant's responsibilities, as described herein.
3. Furnish available traffic and planning data.

#### **SUB-CONTRACTING**

Services assigned to Sub-Consultants must be approved in advance by the MPO. Any Sub-Consultant not pre-qualified by the Department must have the Department's approval prior to performing any work assigned to them. Any Sub-Consultant not pre-qualified by the department as listed in your RFQ submission must have the department's approval prior to performing any work assigned to them.

#### **SPECIFICATIONS FOR WORK**

1. The Consultant(s) shall ensure that all contractual services documents and support forms have been prepared on Microsoft Windows compatible hardware using Microsoft Office 2013, ArcGIS 10.1, or subsequent releases of the software and stored on a CD.
2. All graphics shall be provided to the MPO in a photo-ready reproducible format. Maps and graphics should be prepared using software approved by the MPO.
3. Consultant work shall be compatible with the MPO's geographic information system (GIS) and transportation database structure. All effort shall be consistent with or build upon the graphic user interface (GUI) between the MPO's GIS and database applications.
4. All contractual service documents shall be ADA Accessible. The MPO will provide guidelines to the Consultant outlining what this entails.

Attachment: Kimley Horn signed (17133 : RFQ 20-RG0056 - Request to Award for MPO GPC)





## DEPARTMENT OF PURCHASING AND CONTRACTS

20 N. MAIN STREET, ROOM 266 ♣ BROOKSVILLE, FLORIDA 34601

P 352.754.4020 • F 352.754.4199 < W www.HernandoCounty.us

### EXHIBIT "B" SCHEDULE OF RATES 20-RG0056/PH

The standard Hourly Labor Rates are subject to adjustment annually based of the Consumer Price Index Issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

The following hourly rates include all direct and indirect costs except direct expenses. Indirect cost includes such items as overhead, profit and such statutory and customary fringe benefits such as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave and holiday pay.

Position Classifications (classification titles subject to change)	Employee or Sub- Consultant Name (If any)	Loaded Hourly Rates
Analyst	Kimley-Horn and Associates, Inc.	\$105.00
Chief Engineer	Kimley-Horn and Associates, Inc.	\$276.00
Chief Planner	Kimley-Horn and Associates, Inc.	\$245.00
Engineer	Kimley-Horn and Associates, Inc.	\$131.00
Landscape Architect	Kimley-Horn and Associates, Inc.	\$161.00
Planner	Kimley-Horn and Associates, Inc.	\$124.00
Principal	Kimley-Horn and Associates, Inc.	\$303.00
Project Engineer	Kimley-Horn and Associates, Inc.	\$189.00
Project Landscape Architect	Kimley-Horn and Associates, Inc.	\$161.00
Project Planner	Kimley-Horn and Associates, Inc.	\$156.00
Senior Engineer	Kimley-Horn and Associates, Inc.	\$205.00
Senior Landscape Architect	Kimley-Horn and Associates, Inc.	\$240.00
Senior Planner	Kimley-Horn and Associates, Inc.	\$193.00
Senior Specialist	Kimley-Horn and Associates, Inc.	\$341.00
Senior Support Staff	Kimley-Horn and Associates, Inc.	\$127.00
Senior Technician	Kimley-Horn and Associates, Inc.	\$176.00
Support Staff	Kimley-Horn and Associates, Inc.	\$68.00
Technician	Kimley-Horn and Associates, Inc.	\$117.00
Chief Engineer	Adams Traffic	\$216.99
Senior Technician	Adams Traffic	\$70.56
Analyst	InNovo	\$84.14
Chief Engineer	InNovo	\$302.89
Senior Engineer	InNovo	\$193.52
Senior Programmer	InNovo	\$155.02
Senior Specialist	InNovo	\$193.52
Senior Technician	InNovo	\$109.38
Support Staff	InNovo	\$63.00
Public Involvement Specialist	The Valerin Group	\$122.00
Marketing Specialist	The Valerin Group	\$122.00
Creative Director	The Valerin Group	\$120.00
Multimedia Specialist	The Valerin Group	\$115.00



<b>Graphic Designer</b>	<b>The Valerin Group</b>	<b>\$110.00</b>
<b>Video Editor</b>	<b>The Valerin Group</b>	<b>\$110.00</b>
<b>Photographer / UAS Specialist</b>	<b>The Valerin Group</b>	<b>\$120.00</b>
<b>Videographer</b>	<b>The Valerin Group</b>	<b>\$120.00</b>
<b>Website Developer / Designer</b>	<b>The Valerin Group</b>	<b>\$110.00</b>
<b>Social Media Specialist</b>	<b>The Valerin Group</b>	<b>\$95.00</b>

Attachment: Kimley Horn signed (17133 : RFQ 20-RG0056 - Request to Award for MPO GPC)

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

**HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION  
HERNANDO COUNTY, FLORIDA  
PROFESSIONAL SERVICES AGREEMENT  
CONTRACT NO. 20-RG0056/PH**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, 1661 Blaise Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the MPO and Tindale-Oliver and Associates, Inc., 1000 N. Ashley Drive, Suite 400, Tampa, FL 33602, duly authorized to conduct business in the State of Florida, hereinafter called the CONSULTANT.

**PREMISES**

WHEREAS, the MPO desires to retain the CONSULTANT to perform general planning consulting services for Hernando/Citrus Metropolitan Planning Organization; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the MPO desires to employ the CONSULTANT for the performance of general planning consultant Task Orders and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of Section 287.055; Florida Statutes (Current Edition) and Hernando County Policy, latest revision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

**SECTION 1 – GENERAL**

- 1.1 "CONSULTANT" shall be defined herein to include all principals of the firm of Tindale-Oliver and Associates, Inc., including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-Consultants retained by the CONSULTANT to perform its obligations hereunder. Sub-Consultants shall be reviewed and approved by the MPO prior to Notice to Proceed with their prospective work assignments.
- 1.2 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the MPO a detailed resume of key personnel that will be involved in performing Services described in the Assignment. The MPO hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the MPO for prior approval. Key personnel shall include principals-in-charge, project managers and project CONSULTANTS. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.3 The CONSULTANT acknowledges that the MPO has retained other Consultants, and otherwise, and the coordination between said Consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services contained in each authorized Task Order.
- 1.3.1 Certain and agreed upon Sub-Consultant Services may constitute a specialized Task Order requiring the independent Sub-Consultant to work directly with the MPO.
- 1.4 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

- 1.5** Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6** This assignment is for Consultant Services for Hernando/Citrus Metropolitan Planning Organization. It is understood that Professional Service projects awarded under this Agreement will be assigned on a rotating basis to all Professional Firms awarded continuing Contracts for Consultant Services for Hernando/Citrus Metropolitan Planning Organization, provided that; (1) there is no conflict of interest present relating to the project assignment either by the CONSULTANT or any principal of the CONSULTANT; (2) the CONSULTANT's schedule and/or workload permits completion of the project in the time frame acceptable to the MPO and (3) the CONSULTANT's cost proposal for completing the assignment is within the budget available for the work. Should any of these exceptions occur, the next firm in the project rotation schedule would be assigned the project. It is understood that the MPO may also elect to competitively select a Professional for a specific and/or specialized project.

## **SECTION 2 – SCOPE OF SERVICES**

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

- 2.1 GENERAL:** The CONSULTANT agrees to perform those tasks described in the Scope of Services which is attached hereto and made a part hereof. Services to be provided by the CONSULTANT shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.
- 2.2 SPECIAL CONSULTANT SERVICE:** The MPO and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal Amendments to this Contract.
- 2.3 TASK ORDERS:**
- 2.3.1** Services to be provided by the CONSULTANT, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - Task Order Form which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.
- 2.3.2** The Director of the Hernando/Citrus Metropolitan Planning Organization or his/her designee may authorize Task Orders for services under this continuing Contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) (Current Edition). Professional fees under such specified Task Orders shall be based on a written Proposal from the CONSULTANT as may be requested in writing by the MPO's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this Contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the CONSULTANT's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g) (Current Edition), for Continuing

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Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

Contracts either initially or through subsequent Amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

**SECTION 3 – HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION'S RIGHTS AND REPONSIBILITIES**

The MPO shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the MPO's files, necessary or useful to the CONSULTANT for the performance of the Assignment. All of the documents conveyed by the MPO shall be and remain the property of the MPO and shall be returned to the MPO upon completion of the Assignment to be performed by the CONSULTANT.
- 3.2 Make MPO personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the MPO.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform observations and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Assignment.

**SECTION 4 – COMPENSATION**

**4.1 GENERAL**

Compensation to the CONSULTANT for services performed on each Task Order shall be in accordance with one of the following methods or compensation, as defined and indicated herein:

- a. Lump Sum Method
- b. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

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Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

**4.2 LUMP SUM METHOD**

- a) Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, Sub-Consultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the MPO and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b) Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the MPO.

**4.3 HOURLY RATE PLUS DIRECT COST**

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the CONSULTANT plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

**a) DIRECT COSTS**

Direct costs are Sub-Consultant Costs and Other Direct and Unit Costs as defined below. Direct Sub-Consultant Costs shall be defined as the actual compensation paid to Professional and technical Sub-Consultants of the CONSULTANT while such are engaged directly in the performance of the services under this Contract.

**b) HOURLY RATE SCHEDULE**

A schedule of approved hourly rates currently used by the CONSULTANT, including its Sub-Consultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B Standard Task Order Format" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the MPO prior to being charged. Any changes to rates in subsequent years will be adjusted by increasing or decreasing the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers (not seasonally adjusted), for the percent of change through the month of May of each calendar year. (For example, an increase (or decrease) to go into effect October 1, 2020 would be the percent change of increase (or decrease) in the CPI-U series between May, 2019 and May 2020. The percent change would go into effect on October 1, 2020.)

**c) OTHER DIRECT COSTS**

Other Direct Costs include the actual costs to the CONSULTANT of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs:

**(1) EQUIPMENT, MATERIALS AND SUPPLIES**

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the CONSULTANT's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00, shall be the property of MPO and shall be given to the MPO at the termination of this Contract, if requested.

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Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

**(2) REPRODUCTIONS**

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

**(3) COMMUNICATIONS AND SHIPPING**

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

**(4) TRAVEL AND SUBSISTANCE**

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061 (Current Edition). Mileage to be charged at \$0.445 per mile (FS 112.061(7)(d)1.a.) (Current Edition).

**(5) MISCELLANEOUS**

This item includes any other identifiable project-related costs and expenses incurred by the CONSULTANT in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

**d) COST LIMITATION**

- (1)** The total of all Costs actually incurred by the CONSULTANT, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.
- (2)** In the event that the CONSULTANT's estimated total Costs for the performance of services under a Task Order are forecasted by the MPO or CONSULTANT to exceed the Cost Limitation indicated in the Task Order, the MPO and CONSULTANT shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the CONSULTANT or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.
- (3)** The MPO is not obligated to reimburse the CONSULTANT for costs incurred in excess of the Cost Limitation indicated for the Task Order and the CONSULTANT shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the CONSULTANT and which shall be paid solely by CONSULTANT. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the CONSULTANT shall continue to perform the required services. The CONSULTANT's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the MPO shall be at the CONSULTANT's risk and expense, unless mutually agreeable in writing by the CONSULTANT and the MPO.

**e. TASK ORDER CONTRACT PRICE**

- (1)** The total Task Order Price consists of the sum of the Cost Limitation and any Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in

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Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

accordance with Section 8.

- (2) In the event, any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the CONSULTANT, with the written concurrence of MPO, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the CONSULTANT or by the MPO for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the CONSULTANT of the MPO's notification of changed work, unless the MPO shall grant a further period of time for such request resolution.

**f. PROGRESS PAYMENTS TO THE CONSULTANT**

- (1) For a Task Order performed under the Lump Sum Method of compensation, the CONSULTANT must prepare an invoice accompanied with a narrative statement from the CONSULTANT describing the work accomplished by the CONSULTANT during the period covered by the invoice.
- (2) For a Task Order performed under the Hourly Rate Method of compensation, the CONSULTANT must submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the MPO. All Costs included on the invoices shall be taken from the books of the accounts kept by the CONSULTANT and shall be supported by the CONSULTANT's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the MPO's Designated Representative.

**4.4 INVOICE PROCESSING**

Invoices received by the MPO will be processed for payment within thirty (30) days of receipt of FINANCE. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the MPO with an explanation of the deficiencies. The MPO will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the MPO. At the end of the thirty (30) day period, the MPO shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the Hernando/Citrus Metropolitan Planning Organization.

**4.5 PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION**

In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

**4.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by MPO, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the MPO for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal Amendment or Task Order to this Contract.



Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

**SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION  
SCHEDULE/LENGTH OF CONTRACT**

**5.1 WORK COMMENCEMENT**

The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the MPO's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the MPO shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

**5.2 IMPLEMENTATION SCHEDULE**

The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment.

In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order.

Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the MPO and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

**5.3 TERM**

This Contract shall expire three (3) years after the date of execution of this Agreement and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the MPO and the CONSULTANT.

**5.4 CONTINUING CONTRACT**

In accordance with F.S. 287.055 (g) (Current Edition), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the MPO and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the MPO for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the MPO.

**SECTION 6 - MPO'S "DESIGNATED" REPRESENTATIVE**

**6.1 GENERAL**

The MPO hereby designates the Executive Director of the Hernando/Citrus Metropolitan Planning Organization or his/her designee to represent the MPO in all matters pertaining to and arising from the work and performance of this Contract. The Executive Director of the Hernando/Citrus Metropolitan Planning Organization or designee shall have the following responsibilities:

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- b. Transmission of instructions, receipt of information and interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any defects or changes necessary in the project.

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) (Current Edition) and paragraph 2.3 hereof.

## 6.2 DESIGNEE

The Hernando/Citrus Metropolitan Planning Organization's designee under a contract resulting from RFQ No. 20-RG0056/PH shall be the Executive Director of the Hernando/Citrus MPO.

## SECTION 7 - CHANGES IN SCOPE

The MPO or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the MPO and the CONSULTANT, shall be incorporated by written formal Amendment.

## SECTION 8 - TERMINATION OF CONTRACT

### 8.1 TERMINATION BY MPO FOR CAUSE

The MPO may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the MPO and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the MPO to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of Section 13 herein.
- f. In the event of any of the causes described in Section 8.1, the MPO's Designated Representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the MPO within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the MPO may consider the CONSULTANT to be in default and may immediately terminate this Contract.

### 8.2 TERMINATION BY CONSULTANT FOR CAUSE

The CONSULTANT may cancel this Contract for the following reasons:

- a. The MPO fails to meet its obligations and responsibilities as contained in Section 3 – MPO's Rights and Responsibilities.
- b. The MPO fails to pay the CONSULTANT in accordance with Section 4 – Compensation.

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

- c. In the event of either of the causes described in Section 8.2, the CONSULTANT may send a certified letter requesting that the MPO show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the MPO of said show cause notice, then the CONSULTANT may consider the MPO to be in default, and may immediately terminate this Contract.

### 8.3 TERMINATION BY MPO WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the MPO shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the MPO's intent to terminate. In the event that a Task Order is terminated, The MPO shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

### 8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the MPO and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the MPO may adjust any payment to take into account any additional direct costs to be incurred by the MPO due to such default.

### 8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the MPO terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the MPO all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the MPO. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

### 8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the MPO at any time. In the event the MPO suspends the performance of the CONSULTANT's services hereunder, the MPO shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and MPO shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The MPO shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the MPO notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the MPO that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the MPO's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the MPO shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

## SECTION 9 - CLAIMS AND DISPUTES/REMEDIES

### 9.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

### 9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the MPO and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

## SECTION 10 - INDEMNITY AND INSURANCE

### 10.1 GENERAL

#### INDEMNITY:

To the fullest extent permitted by Florida law, the Consultant/Firm shall indemnify and hold harmless the MPO and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Firm and other persons employed or utilized by the Consultant/Firm in the performance of the contract.

The Insurance provisions of RFQ No. 20-RG0056/PH are incorporated by reference into this Contract.

### 10.2 INSURANCE

The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the MPO, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the MPO.

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the MPO.

The specific requirements of this contract have been detailed in RFQ No. 20-RG0056/PH. The specific requirements of the RFQ must be met to be compliant with a Contract resulting from the solicitation process and may include the following:

a. Worker's Compensation

The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is Sub-Contracted, will require the Sub-Contractor to provide Worker's Compensation for all of its employees as per the requirements of detailed in RFQ No. 20-RG0056/PH.

b. Commercial General Liability

The CONSULTANT must provide coverage for all operations as detailed in RFQ No. 20-RG0056/PH including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

c. Automobile Liability

The CONSULTANT must provide coverage for all owned and non-owned vehicles as detailed in RFQ No. 20-RG0056/PH for limits of not less than \$1,000,000 CSL or its equivalent.

d. Professional Liability Insurance

Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in RFQ No. 20-RG0056/PH. Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or Sub-Contractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services under the scope of this Contract including any amendment thereto.

e. Certificates of Insurance

The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Purchasing & Contracts Department  
20 North Main Street, Room 266  
Brooksville, FL 34601

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

### SECTION 11 - NEGOTIATION DATA

The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the MPO determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the MPO during the period of this Contract and for five (5) years after final payment is made. Copies of these documents and records shall be furnished upon request to the MPO at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the MPO.



Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

**SECTION 12 - OWNER OF DOCUMENTS**

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the MPO prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at MPO's sole risk and without liability or legal exposure to the CONSULTANT; and the MPO shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the MPO and the CONSULTANT.

Any Documents given to or prepared or assembled by the CONSULTANT and its Sub-Contractors under this Contract shall be kept solely as property of the MPO and shall not be made available to any individuals or organizations without the prior written approval of the MPO.

The CONSULTANT may maintain copies of all work performed under this Contract for the MPO.

The CONSULTANT shall not publish any information concerning this project without the prior written consent of the MPO.

**SECTION 13 - STANDARDS OF CONDUCT****13.1 CONSULTANT EMPLOYEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

**13.2 CONSULTANT COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

**13.3 CONFLICT OF INTEREST**

The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the MPO. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

**13.4 REMOVAL OF EMPLOYEE**

The MPO is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the MPO determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The MPO shall notify the CONSULTANT in writing of the MPO's objections prior to the CONSULTANT's removal of any employee or representative.

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

### **13.5 PUBLICATION**

The CONSULTANT shall not publish any documents or release information to the media without prior approval of the MPO.

## **SECTION 14 - ACCESS TO RECORDS/AUDIT**

### **14.1 RECORDS MAINTENANCE**

The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The MPO, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the MPO's expense.

### **14.2 ACCESS TO RECORDS**

The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

## **SECTION 15 - CODES AND DESIGN STANDARDS**

All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the MPO and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an Amendment to this Contract.

## **SECTION 16 - ASSIGNABILITY**

The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the MPO, provided that claims for the money due or to become due the CONSULTANT from the MPO under this Contract may be assigned to a bank, trust company or other financial institution without such MPO approval. Notice of any such assignment or transfer shall be furnished promptly to the MPO.

## **SECTION 17 - CONTROLLING LAWS**

This Contract is to be governed by the laws of the State of Florida.

## **SECTION 18 - FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the

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Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

fault or negligence of the party seeking relief under this Section.

**SECTION 19 - SPECIAL CONDITIONS FOR STATE/FEDERAL FUNDING:**

1. **Documentation of Project Costs:** All costs charged to the Project, including any approved services shall be supported as required by 49 CFR §18.20 and §18.22 and the cost principles cited in Office of Management and Budget (OMB) 2 Code of Federal Regulations.
2. **Solicitations for Sub-Contractors, Including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a Sub-Contract, including procurements of materials or leases of equipment; each potential Sub-Contractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
3. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

**SECTION 20 – SUPPLEMENTARY CONDITIONS FOR FEDERAL/STATE REQUIREMENTS**

1. **ACCESS TO RECORDS** 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

Record keeping and access requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

- 1.1. **Record Retention.** The Contractor will retain, and will require its Sub-Contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, Sub-Contracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
  - 1.2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
  - 1.3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
  - 1.4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
2. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** 42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

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Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

2.1. The Contractor agrees:

- 2.1.1. It will not use any violating facilities;
- 2.1.2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 2.1.3. It will report violations of use of prohibited facilities to FTA; and
- 2.1.4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

### 3. CIVIL RIGHTS LAWS AND REGULATIONS

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

- 3.1. Hernando County is an Equal Opportunity Employer. As such, Hernando County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Hernando County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
- 3.2. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
  - 3.2.1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
  - 3.2.2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - 3.2.3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 3.2.4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### 4. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)** 49 C.F.R. part 26

The DBE contracting requirements flow down to all third-party Contractors and their Contracts at every tier. It is Hernando County's and prime Contractor's responsibility to ensure the DBE requirements are applied across the board to all Sub-Recipients/Contractors/Sub-Contractors. Should a Sub-Contractor fail to comply with the DBE regulations, Hernando County would look to prime Contractor to make sure it intervenes to monitor compliance. The onus for compliance is on Hernando County.

- 4.1. The Contractor, Sub-Recipient or Sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Hernando County deems appropriate, which may include, but is not limited to:

- 4.1.1. Withholding monthly progress payments;
- 4.1.2. Assessing sanctions;
- 4.1.3. Liquidated damages; and/or
- 4.1.4. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

#### 4.2. **Overview**

It is the policy of Hernando County and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of Hernando County to:

- 4.2.1. Ensure nondiscrimination in the award and administration of DOT-assisted Contracts;
- 4.2.2. Create a level playing field on which DBE's can compete fairly for DOT-assisted Contracts;
- 4.2.3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- 4.2.4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- 4.2.5. Help remove barriers to the participation of DBEs in DOT assisted Contracts;
- 4.2.6. To promote the use of DBEs in all types of federally assisted Contracts and procurement activities; and
- 4.2.7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

- 4.3. This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Hernando County shall make all determinations with regard to whether or not a Bidder is in compliance with the requirements stated herein. In assessing compliance, Hernando County may consider during its review of the Bidder's submission package, the Bidder's documented history of non-compliance with DBE requirements on previous contracts with Hernando County.

4.4. Contract Assurance

The Contractor, Sub-Recipient or Sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Hernando County deems appropriate.

4.5. DBE Participation

For the purpose of this Contract, Hernando County will accept only DBE's who are:

- 4.5.1. Certified, at the time of bid opening or proposal evaluation, by the *Unified Certification Program (UCP)*; or
- 4.5.2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- 4.5.3. Certified by another agency approved by the AGENCY.

4.6. DBE Participation Goal

The DBE participation goal for this Contract is set at 10.65%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

4.6.1. Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

- 4.6.1.1. A completed **DBE Utilization Form** (Attachment No. 15) that indicates the percentage and dollar value of the total Bid/Contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- 4.6.1.2. A list of those qualified DBE's with whom the Bidder intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (Attachment No. 15). No work shall be included in the Schedule that the Bidder has reason to believe the listed DBE will sub-contract, at any tier, to other than another DBE. If awarded the Contract, the Bidder may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by Hernando County.
- 4.6.1.3. An original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule** (Attachment No. 15).

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Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

- 4.6.1.4. An original DBE Affidavit (Attachment No. 15) from each DBE stating that there has not been any change in its status since the date of its last certification.

#### 4.7. Good Faith Efforts

If the Bidder is unable to meet the goal set forth above (DBE Participation Goal), Hernando County will consider the Bidder's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that Hernando County will consider as part of the Bidder's good faith efforts include, but are not limited to, the following:

- 4.7.1. Documented communication with Hernando County's DBE Coordinator (questions of IFB or RFP requirements, sub-contracting opportunities, appropriate certification, will be addressed in a timely fashion);
- 4.7.2. Pre-bid meeting attendance. At the pre-bid meeting, Hernando County generally informs potential Bidder's of DBE sub-contracting opportunities;
- 4.7.3. The Bidder's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- 4.7.4. Written notification to DBE's encouraging participation in the proposed Contract; and
- 4.7.5. Efforts made to identify specific portions of the work that might be performed by DBE's.
- 4.8. The Bidder shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:
- 4.8.1. The names, addresses, and telephone numbers of DBE's that were contacted;
- 4.8.2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- 4.8.3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.
- 4.9. Further, the documentation of good faith efforts must include copies of each DBE and non-DBE Sub-Contractor quote submitted when a non-DBE Sub-Contractor was selected over a DBE for work on the Contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

#### 4.10. Administrative Reconsideration

Within five (5) business days of being informed by Hernando County that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder may request administrative reconsideration. The Bidder should make this request in writing to Hernando County's Chief Procurement Officer. The Chief Procurement Officer will forward the Bidder's request to a reconsideration official who will not have played any role in the original determination that the Bidder did not document sufficient good faith efforts.

- 4.11. As part of this reconsideration, the Bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Hernando County will send the Bidder a written decision on its reconsideration, explaining the basis for finding that the Bidder did or did not meet the

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Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### 4.12. Termination of DBE Sub-Contractor

The Contractor shall not terminate the DBE Sub-Contractor(s) listed in the **DBE Participation Schedule (Attachment No. 19)** without Hernando County's prior written consent. Hernando County may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE Sub-Contractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE Sub-Contractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE Sub-Contractor to substitute for the original DBE and immediately notify Hernando County in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 4.15 below (Sanctions for Violations).

#### 4.13. Continued Compliance

The MPO shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the MPO that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- 4.13.1. DBE utilization established for the Contract;
  - 4.13.2. Total value of expenditures with DBE firms for the quarter;
  - 4.13.3. The value of expenditures with each DBE firm for the quarter by race and gender;
  - 4.13.4. Total value of expenditures with DBE firms from inception of the Contract; and
  - 4.13.5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.
- 4.14. Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Hernando/Citrus MPO. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.
- 4.14.1. The successful Bidder shall permit:
    - 4.14.1.1. Hernando County to have access to necessary records to examine information as Hernando County deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and Contract between the successful Bidder and other DBE parties entered into during the life of the Contract.
    - 4.14.1.2. The authorized representative(s) of Hernando County, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
    - 4.14.1.3. All data/record(s) pertaining to DBE shall be maintained as stated in Section IV, Paragraph 1.

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Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

**4.15. Sanctions for Violations**

If at any time Hernando County has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Hernando County may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- 4.15.1. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- 4.15.2. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

**5. ENERGY CONSERVATION 42 U.S.C. 6321 *et seq.*, 49 C.F.R. part 622, subpart C**

These requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**6. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION 2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I) Executive Order 12549, Executive Order 12689**

Recipients, Contractors, and Sub-Contractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

**6.1. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each Contract at any tier for a federally required audit (irrespective of the Contract amount), and to each Contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, the Contractor shall verify that its principals, affiliates, and Sub-Contractors are eligible to participate in this federally funded Contract and are not presently declared by any Federal department or agency to be:

- 6.1.1. Debarred from participation in any federally assisted Award;
  - 6.1.2. Suspended from participation in any federally assisted Award;
  - 6.1.3. Proposed for debarment from participation in any federally assisted Award;
  - 6.1.4. Declared ineligible to participate in any federally assisted Award;
  - 6.1.5. Voluntarily excluded from participation in any federally assisted Award; or
  - 6.1.6. Disqualified from participation in any federally assisted Award
- 6.2. By signing and submitting its Bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Hernando County. If it is later determined by Hernando County that the Bidder or Proposer knowingly

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Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

rendered an erroneous certification, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **LOBBYING RESTRICTIONS** 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20. See attachment 16.

8. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

8.1. The No Obligation clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

8.2. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Hernando County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each Sub-Contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-Contractor who will be subject to its provisions.

9. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS** 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

The Program Fraud clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

9.1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

9.2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

9.3. The Contractor agrees to include the above two clauses in each Sub-Contract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

10. **RECYCLED PRODUCTS** 42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322

10.1. These requirements extend to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier where the value of an EPA designated item exceeds \$10,000.

Attachment: Tindale Oliver signed (17133 : RFQ 20-RG0056 - Request to Award for MPO GPC)

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

10.2. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

**11. SAFE OPERATION OF MOTOR VEHICLES** 23 U.S.C. part 402, Executive Order No. 13043 Executive Order No. 13513, U.S. DOT Order No. 3902.10

- ☐ The Safe Operation of Motor Vehicles requirements flow down to all third-party Contractors at every tier.

**11.1. Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Hernando County.

**11.2. Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**12. TERMINATION** 2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

For all contracts in excess of \$10,000, the Termination clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

**12.1. Termination for Convenience (General Provision)**

Hernando County and/or the MPO may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Hernando County's best interest. The Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hernando County to be paid the Contractor. If the Contractor has any property in its possession belonging to Hernando County, the Contractor will account for the same, and dispose of it in the manner Hernando County directs.

**12.2. Termination for Default [Breach or Cause] (General Provision)**

12.2.1. If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for services, the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, Hernando County may terminate this Contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

12.2.2. If it is later determined by Hernando County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Hernando County, after setting up

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### 12.3. Opportunity to Cure (General Provision)

- 12.3.1. Hernando County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.
- 12.3.2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### 12.4. Waiver of Remedies for any Breach

In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Hernando County shall not limit Hernando County's remedies for any succeeding breach of that or of any other covenant, term, or condition of this Contract.

### 12.5. Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this Contract, in whole or in part, when it is in the AGENCY's interest. If this Contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

### 12.6. Termination for Default (Supplies and Service)

- 12.6.1. If the Contractor fails to deliver supplies or to perform the services within the time specified in this Contract or any extension, or if the Contractor fails to comply with any other provisions of this Contract, the AGENCY may terminate this Contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Contract.
- 12.6.2. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

## 13. VIOLATION AND BREACH OF CONTRACT 2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

All Contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where Contractors violate or breach Contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third-party Contractors and their Contracts at every tier.

### 13.1. Rights and Remedies of Hernando County

- 13.1.1. Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.
- 13.1.1.1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

13.1.1.2. The right to cancel this Contract as to any or all of the work yet to be performed;

13.1.1.3. The right to specific performance, an injunction or any other appropriate equitable remedy; and

13.1.1.4. The right to money damages.

13.1.2. For purposes of this Contract, breach shall include:

13.1.2.1. Nondiscrimination. The Consultant shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the MPO deems appropriate.

13.1.2.2. Failure to comply with paragraph 11.15 Maintenance of Records section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

13.1.2.3. Submitting a false scrutinized companies certification shall be deemed a material breach of Contract.

13.1.2.4. Failure by the Contractor to carry out applicable requirements of disadvantaged business enterprise (49 CFR Part 26) requirements in the award and administration of DOT-assisted Contracts is a material breach of this Contract.

13.1.2.5. The Violations and Breach of Contracts clause flows down to all third-party Contractors and their Contracts at every tier.

### 13.2. Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.

### 13.3. Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

### 13.4. Disputes

13.4.1. **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Hernando County's Chief Procurement Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Procurement

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Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Procurement Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

- 13.4.2. **Example 2:** Hernando County and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Hernando County and the Contractor's organization.
- 13.5. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.
- 13.6. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Hernando County's direction or decisions made thereof.
- 13.7. Performance During Dispute
- Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 13.8. Claims for Damages
- Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 13.9. Remedies
- Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Hernando County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Hernando County is located.
- 13.10. Rights and Remedies
- The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Hernando County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### 14. FEDERAL CHANGES 49 C.F.R. Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the

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Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

**15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F or subsequent revisions.**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**16. PATENT RIGHTS AND RIGHTS IN DATA 2 C.F.R. part 200, Appendix II (F), 37 C.F.R. part 401**

**16.1. Intellectual Property Rights**

- 16.1.1. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any Contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
- 16.1.2. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- 16.1.3. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Contract No. 20-RG0056/PH - General Planning Consultant (MPO)

August, 2020

- 16.1.4. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- 16.1.5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- 16.1.6. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- 16.1.7. The Contractor agrees to include these requirements in each Sub-Contract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**SECTION 20 - EXTENT OF CONTRACT**

This Contract, together with the RFQ No. 20-RG0056/PH, issued \_\_\_\_\_ and the Proposal submitted by \_\_\_\_\_ and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part herof by this reference, constitute the entire Agreement between the MPO and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Work
- Exhibit B: Task Order Format and Standard Hourly Rates

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

(SEAL)

HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION

Attest: \_\_\_\_\_

Chairman \_\_\_\_\_

Firm Name \_\_\_\_\_

Witness \_\_\_\_\_

By William L. Ball  
Printed Name and Title of Professional  
william L. Ball, AICP, Chief Operating officer



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Contract No. 20-RG0056/PH General Planning Consultant (MPO)

April, 2020

## EXHIBIT "A" SCOPE OF WORK

### PURPOSE

The Hernando/Citrus Metropolitan Planning Organization (MPO) in cooperation with the Florida Department of Transportation ("the Department") requires the services of Consultant(s) to provide production support to the MPO staff to accomplish numerous transportation planning functions approved by the MPO in the Unified Planning Work Program (UPWP). Many of these tasks are required by the Federal surface transportation legislation, *Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21)* and the Fixing America's Surface Transportation (FAST) Act. The work involves assistance to the MPO staff on a work assignment basis in a variety of technical, graphical, public involvement, and product review activities. The consultant(s) shall assist MPO staff by providing additional resources to accomplish assignments authorized by the MPO.

### SERVICES

#### A. Long Range Transportation Plan Update

This task will entail performing updates to the currently adopted Long Range Transportation Plan, and a major update of the MPO's adopted Long Range Transportation Plan for a new horizon year. Note: Proven familiarity in the application of the Florida Standard Urban Transportation Modeling Structure (FSUTMS) and the Tampa Bay Regional Transportation Planning Model to real-world situations is a requirement for this and other tasks. The Consultant(s) may also be required to update the MPO's geographic information system (GIS) in coordination with planned GIS development activities associated with the FDOT Regional Transportation Analysis.

The Consultant(s) may be required to evaluate and where needed recommend amendments to the adopted Long Range Transportation Plan to explicitly address:

1. the preservation of existing facilities and their capacity;
2. the need to relieve current congestion and reduce future congestion;
3. the effect of transportation policy decisions on future land use and development;
4. the programming of transportation enhancement expenditures, especially bicycle, pedestrian, and aesthetic improvements;
5. access to public aviation facilities;
6. the access to recreation areas;
7. the need for connecting roads and other facilities within the metropolitan area with like facilities outside the area;
8. techniques for the preservation of rights-of-way for construction of future projects;
9. methods to enhance the efficient movement of goods; and
10. methods to implement public transit services and to enhance their utilization.

#### B. Review and Development of Transportation Database

Consistent with guidelines issued by United States Department of Transportation (USDOT) and the Department, the Consultant(s) may be required to review methodology for a comprehensive multi-modal, multi-jurisdictional inventory of existing transportation data sources, including a systematic approach to gathering statistical data on an on-going basis. The purpose of this task is to provide an effective data resource for management system operations, systems planning and project level planning, and to support the project selection authority of the MPO; focusing on the use of existing resources as much as possible.

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Contract No. 20-RG0056/PH General Planning Consultant (MPO)

April, 2020

**C. Systems Management Planning**

Consistent with guidelines issued by USDOT and the Department, the Consultant(s) may be required to support updates of the congestion management process. This may include the assessment of existing databases and management systems for adaptation to new requirements to preserve and maintain facilities, equipment, and rolling stock of transit, rail, aviation systems, bridge and pavement conditions, safety conditions, and propose minimum standards.

**D. Comprehensive Bicycle and Pedestrian Planning**

The Consultant(s) may be required to assist in updating pedestrian and bicycle elements of the Long Range Transportation Plan, focusing on identified areas and corridors of highest need; recommending corridor improvements, costs, appropriate land development regulation modifications, design elements and other actions to improve the environment and safety of bicycling and walking. Bicycle and pedestrian facilities planning are considered to be an integral component of an effective multi-modal transportation system.

**E. Aviation Planning**

The Consultant(s) may be required to assist with aviation planning activities which would include the update of certain elements of the Brooksville-Tampa Regional Airport, Crystal River Airport, and Inverness Airport Master Plans. The interface of the airport with future land use and development patterns on and in proximity to the airport facility, and the provision of appropriate intermodal surface transportation connections are of primary consideration.

**F. Regional Coordination**

The Consultant(s) may be required to assist the MPO with the regional coordination efforts of the West Central Florida MPO Chairs Coordinating Committee (CCC). This could include attendance at staff and policy level MPO coordination meetings, data research and analysis, map preparation, and study and report writing and documentation of the regional transportation planning process. Congestion management process coordination and other regionally focused management systems applications may also be included.

**G. Special Transportation Studies****1. Multi-Modal Needs Planning**

The Consultant(s) may be required to collect special vehicle classification traffic counts and perform analyses of traffic circulation and the movement of other modes of transportation throughout the County.

**2. Other Activities**

The Consultant(s) may be required to perform specific technical analyses as assigned by the MPO to respond to directives from the MPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public.

**H. Transit Planning****1. Transportation Disadvantaged Para-Transit Services**

The Consultant(s) may be required to assist the MPO and the Transportation Disadvantaged Local Coordinating Boards for Hernando and Citrus Counties in the development of service plans to implement strategies for an enhanced transportation system to improve transportation disadvantaged para-transit and transit service.

**2. Ongoing Transit Planning**

The Consultant(s) may be required to perform a variety of tasks to support the operations of planned transit service. This task may include updating the assumptions and information contained

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Contract No. 20-RG0056/PH General Planning Consultant (MPO)

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in the respective Transit Development Plans (TDP) for Hernando and Citrus Counties, as well as reviewing and making recommendations regarding transit operations in conjunction with performance measures provided by the MPO.

#### **RESPONSIBILITIES OF THE MPO**

The MPO will furnish, without charge, the following services and data to the Consultant(s) for the performance of services:

1. Provide all criteria and full information as to the MPO's requirements for Consultant services including objectives, constraints, budgetary limitations, and time restraints.
2. Furnish drawings, specifications, schedules, reports, socioeconomic data and other information prepared by and/or for the MPO by others which are available to the MPO and which the MPO considers pertinent to the Consultant's responsibilities, as described herein.
3. Furnish available traffic and planning data.

#### **SUB-CONTRACTING**

Services assigned to Sub-Consultants must be approved in advance by the MPO. Any Sub-Consultant not pre-qualified by the Department must have the Department's approval prior to performing any work assigned to them. Any Sub-Consultant not pre-qualified by the department as listed in your RFQ submission must have the department's approval prior to performing any work assigned to them.

#### **SPECIFICATIONS FOR WORK**

1. The Consultant(s) shall ensure that all contractual services documents and support forms have been prepared on Microsoft Windows compatible hardware using Microsoft Office 2013, ArcGIS 10.1, or subsequent releases of the software and stored on a CD.
2. All graphics shall be provided to the MPO in a photo-ready reproducible format. Maps and graphics should be prepared using software approved by the MPO.
3. Consultant work shall be compatible with the MPO's geographic information system (GIS) and transportation database structure. All effort shall be consistent with or build upon the graphic user interface (GUI) between the MPO's GIS and database applications.
4. All contractual service documents shall be ADA Accessible. The MPO will provide guidelines to the Consultant outlining what this entails.

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## AGENDA ITEM

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### TITLE

MPO Executive Director Succession Plan

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### BRIEF OVERVIEW

The current MPO Executive Director will retire from the position on October 31, 2021. To facilitate transition, a meeting between the Executive Director and the Hernando County Human Resources(HR) Director was conducted on July 23, 2020 to discuss succession details as follows:

- Review current job description and qualifications and adjust if deemed necessary

***MPO Board should review and approve prior to advertising the position***

- Determine how broad the candidate search range will be for advertisement (local/state/national).

***With the Board's concurrence, a Statewide search would be appropriate for this position.***

- Does the position have to be advertised in-house first?

***No, it is not required.***

- Determine the need for a ranking committee

***With the Board's concurrence, a selection committee is recommended to include one (1) City representative, one (1) Hernando County Board member, and one (1) Citrus County Board member.***

- Timeline for advertising the position

***Six months prior would be sufficient, by April 2021.***

- Hernando County HR procedures involved with the hiring process of the new director

***Pursuant to the MPOs administrative services agreement with Hernando County, the hiring process follows HR procedures which include salary negotiation between the HR Director and MPO Chairman.***

- Determine whether current and new director should be employed simultaneously for transition purposes. If necessary, identify timeframe so budget impact can be addressed.

***With the Board's concurrence, it is recommended the new director be hired by October 1, 2021, to allow a 30 day transition period.***

## FINANCIAL IMPACT

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None at this time.

## LEGAL NOTE

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Pursuant to Chapter 339.175, FS, the MPO Board has the authority to take the recommended action.

## STAFF RECOMMENDATION

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It is recommended the MPO Board discuss the succession plan and provide staff with direction regarding:

- Job description and qualifications
- Candidate search range
- Ranking committee
- Simultaneous employment of current and new director for transition facilitation

## REVIEW PROCESS

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Carlene Riecsc	Completed	08/13/2020 3:16 PM
Cayce Reagin Dagenhart	Completed	08/13/2020 3:19 PM
Mary Elwin	Completed	08/14/2020 6:02 PM
Steven Diez	Completed	08/13/2020 3:31 PM
Garth Coller	Completed	08/26/2020 10:52 AM
Theresia Saenz	Completed	08/26/2020 4:26 PM
MPO	Pending	09/10/2020 1:30 PM

## HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS JOB DESCRIPTION

<b>Job Title</b>	MPO Executive Director	<b>Pay Grade</b>	228	<b>Class Code</b>	P565
<b>Department</b>	Metropolitan Planning Organization	<b>Salary Range</b>	\$74,089.60 - \$120,057.60		Annually
<b>Division</b>	MPO Transportation Planning	<b>FLSA</b>	Exempt		
<b>Reports to</b>	MPO Board	<b>Revision</b>	September 2019		
<b>Bargaining Unit</b>	None				

**GENERAL DESCRIPTION:**

Performs highly responsible administrative, professional and managerial work in developing and maintaining a variety of transportation plans, programs, and designs within the Metropolitan Planning Organization. Work involves responsibility for the research, formulation, and maintenance of a comprehensive long range transportation plan, and coordination of study area projects under the plan. Supervises professional and technical staff engaged in gathering, analyzing, and presenting data related to transportation planning programs and policies. The position reports to the Metropolitan Planning Organization Board. General administrative, clerical and financial functions are performed by Hernando County in accordance with the approved Administrative Services Agreement with Hernando County.

- ESSENTIAL JOB FUNCTIONS:**
- Plans, organizes, and supervises the work of professional, technical, and clerical personnel engaged in gathering information, and compiling and analyzing data, plans, and reports of a comprehensive and complex nature.
  - Prepares and presents staff reports and recommendations at public meetings; responds to specific information requests.
  - Develops technical reports, undertakes studies, and analyzes transportation planning proposals.
  - Reviews traffic and transportation submittals in conjunction with development proposals within the County, bicycle and pedestrian planning activities, as well as plan and program documents.
  - Coordinates and designs various field studies and surveys as related to the implementation of the MPO's Unified Planning Work Program (UPWP).'
  - Coordinates work activities among the MPO, Hernando County, Citrus County, City of Brooksville, City of Weeki Wachee, City of Inverness, and the City of Crystal River, Federal Transit Administration, Florida Department of Transportation, and the Federal Highway Administration including specific coordination and communications with the Transportation Services Department (Public Works and Engineering Divisions).
  - Acts as technical advisor to subordinate personnel in solving difficult assignments and reviews objectives and methods of program execution
  - Prepares and submits oral and written reports to the Metropolitan Planning Organization Board on a variety of assignments relating to city and county planning.
  - Studies functions, organization, personnel distribution, and project requirements to effect the most efficient and economical utilization of available personnel, equipment, and funds.
  - Responsible for the preparation and administration of the MPO Department budget; supervises purchase of equipment and/or services.
  - Responsible for the selection, placement, promotion, training, safety, appraisal and discipline of assigned personnel.
  - Develops departmental policies and procedures, program evaluation, and operating policy formulation; implements department policies, procedures, work performance and safety standards.
  - Regular attendance.

Attachment: MPO Executive Director - 09-2019 (003) (16563 : MPO Director Succession)



<b>JOB STANDARDS:</b>	
<b>Education</b>	<p>Master's degree in urban and regional planning, economics, geography or related field is preferred. Bachelor's degree in civil engineering, economics, public administration, urban planning, or related field.</p> <p>A combination of education, training and experience may be substituted at the discretion of the MPO and the County.</p>
<b>Experience</b>	<p>Six (6) years of progressively responsible administrative, managerial, and supervisory experience in urban or transportation planning, in close collaboration with elected and other officials.</p> <p>Professional planning experience in an MPO/TPO is required.</p>
<b>Licenses, Certifications or Registrations</b>	<p>American Institute of Certified Planners (AICP) preferred.</p> <p>Must possess and maintain a valid Florida Driver's License and be insurable by current insurance carrier.</p>

<b>EQUIPMENT USED</b>
Personal computer, printer/copier.

<b>CRITICAL EXPERTISE TO PERFORM ESSENTIAL FUNCTIONS</b>
<ul style="list-style-type: none"> <li>• Thorough knowledge of the principles and practices of urban and regional planning.</li> <li>• Considerable knowledge of transportation planning and transportation engineering programs and processes.</li> <li>• Ability to build consensus and to use diplomacy with various elected and appointed officials, citizens, and private parties.</li> <li>• Ability to participate in research on multimodal transportation infrastructure and policy, economic, sociological, and planning problems.</li> <li>• Considerable knowledge of the operation and function of the Florida Department of Transportation.</li> <li>• Ability to analyze a variety of administrative problems and to make sound policy and procedural recommendations.</li> <li>• Strong leadership and managerial skills, to include team building, mediation and motivational skills.</li> <li>• Strong written and oral communication skills, to include public speaking skills and the ability to develop effective proposals.</li> <li>• Ability to plan, organize, direct, and appraise the work of professional, technical, and clerical personnel.</li> <li>• Ability to establish and maintain effective working relationships with public officials, division directors, commissioners, representatives of other organizations, subordinates, and the general public.</li> <li>• Ability to administrate the MPO process within the framework of the Florida Sunshine LawSkill in the use of standard office computer equipment and software applications.</li> </ul>

<b>ESSENTIAL PHYSICAL SKILLS</b>
Work is primarily performed in an indoor, climate-controlled environment.

<b>ENVIRONMENTAL CONDITIONS</b>
<u>Constant:</u> Office environment and works closely with others.

<b>MARGINAL / SECONDARY JOB FUNCTIONS</b>

Attachment: MPO Executive Director - 09-2019 (003) (16563 : MPO Director Succession)

- . Performs other reasonably related duties as assigned by administrative or other management personnel.
- . In case of an emergency or crisis situation (hurricane, flood, etc.), position is required to perform reasonable duties as assigned by immediate supervisor.

Reasonable accommodations will be made for otherwise qualified individuals with a disability.

EMPLOYEE SIGNATURE	DATE