



Hernando/Citrus

Metropolitan Planning Organization

Brooksville City Council Chambers
201 Howell Avenue
Brooksville, Florida

Regular Meeting

Agenda

Thursday, April 4, 2024 - 1:30 P.M.

PUBLIC PARTICIPATION IS SOLICITED WITHOUT REGARD TO RACE, COLOR, NATIONAL ORIGIN, AGE, SEX, RELIGION, DISABILITY, OR FAMILY STATUS. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ADA COORDINATOR AT 352-540-3810 NO LATER THAN 48 HOURS IN ADVANCE OF THE MEETING. PERSONS WHO ARE HEARING IMPAIRED, CONTACT FLORIDA RELAY AT 1-800-676-3777.

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

Review and Approve the February 1, 2024, Meeting Minutes of the Hernando/Citrus Metropolitan Planning Organization (MPO) Board

D. PRESENTATION

Presentation by General Planning Consultant, Kimley-Horn & Associates, Incorporated, on the status of the 2050 Long-Range Transportation Plan (LRTP)

E. ACTION ITEMS

1. Florida Department of Transportation (FDOT) and Hernando/Citrus MPO Annual Certification Summary and Joint Certification Statement
2. Hernando/Citrus MPO Lease Agreement with Hernando County Board of County Commissioners (Building Division) - Request to Renew Office Space Lease
3. Hernando/Citrus MPO Travel Policy Rate Update
4. Reappointment of Members to the Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) and to the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB)
5. Appointment of Member to the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB)
6. Review and Approval of the Update to the Bylaws of the Citizens Advisory Committee (CAC)

F. CITIZENS COMMENTS

G. MPO DIRECTOR COMMENTS

H. BOARD COMMENTS

I. ADJOURNMENT

UPCOMING MEETING:



Metropolitan Planning Organization

AGENDA ITEM

Meeting: 04/04/2024
Department: MPO
Prepared By: Joy Turner
Initiator: Robert Esposito
DOC ID: 13647
Legal Request Number:
Bid/Contract Number:

TITLE

Review and Approve the February 1, 2024, Meeting Minutes of the Hernando/Citrus Metropolitan Planning Organization (MPO) Board

BRIEF OVERVIEW

Attached for approval are the Minutes of the February 1, 2024, meeting of the Hernando/Citrus Metropolitan Planning Organization (MPO) Board.

FINANCIAL IMPACT

N/A

LEGAL NOTE

Pursuant to Chapter 339.175, Florida Statutes, the Hernando/Citrus MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended the Hernando/Citrus Metropolitan Planning Organization (MPO) Board review and approve the Minutes of the February 1, 2024, meeting.

RESULT:	ADOPTED
MOVER:	Jeff Kinnard
SECONDER:	Blake Bell
AYES:	Schlabach, Kinnard, McBride, Bell, Hawkins and Campbell
ABSENT:	Narverud, Allocco, Champion and Meek



HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO) BOARD

Thursday, February 1, 2024

MINUTES

The Hernando/Citrus Metropolitan Planning Organization (MPO) Board held a regular public meeting beginning at 1:30 p.m. at the Brooksville City Council Chambers, 201 Howell Avenue, Brooksville, Florida. The meeting was publicly noticed on the Hernando County, Citrus County, and Hernando/Citrus MPO websites.

MEMBERS PRESENT

Ruthie Schlabach, Citrus County Board of County Commissioners
Jeff Kinnard, MPO Board Vice Chair, Citrus County Board of County Commissioners
Jerry Campbell, MPO Board Chair, Hernando County Board of County Commissioners
John Allocco, Hernando County Board of County Commissioners
Steve Champion, Hernando County Board of County Commissioners
Beth Narverud, Hernando County Board of County Commissioners
Blake Bell, City of Brooksville Mayor
Cabot McBride, City of Inverness Councilman
Joe Meek, City of Crystal River Mayor
Brian Hunter, Non-Voting Advisor, Florida Department of Transportation, District 7

OTHERS PRESENT

Bob Esposito, MPO Executive Director
Mary Elwin, MPO Coordinator
Joy Turner, MPO Administrative Assistant III
Jon Jouben, Hernando County Attorney
David Gwynn, District 7 Secretary, Florida Department of Transportation
Justin Hall, District 7 Director of Transportation Development, Florida Department of Transportation

MEETING CALLED TO ORDER

- MPO Chair for 2023, Ruthie Schlabach, called the meeting to order at 1:30 p.m.
- The Pledge of Allegiance and the introductions of Board and staff followed the Invocation.
- A quorum was declared, and the affidavit of publication was read into the record.

APPROVAL/MODIFICATION OF AGENDA

Motion: A motion was made by Councilman McBride to approve the agenda. The motion was seconded by Commissioner Kinnard and the motion passed 8-0.

ANNUAL ELECTION OF MPO OFFICERS AND APPOINTMENTS

Hernando/Citrus MPO Board

Motion: A motion was made by Commissioner Allocco to elect Commissioner Campbell as Hernando/Citrus MPO Board Chair for 2024. The motion was seconded by Commissioner Champion and the motion passed 8-0.

Motion: A motion was made by Commissioner Champion to elect Commissioner Kinnard as Hernando/Citrus MPO Board Vice Chair for 2024. The motion was seconded by Mayor Meek and the motion passed 8-0.

MPO Committee Appointments

Sun Coast Transportation Planning Alliance (SCTPA) Chairs Coordinating Committee (CCC)

Motion: A motion was made by Mayor Bell to elect Commissioner Narverud as representative for SCTPA CCC for 2024. The motion was seconded by Commissioner Champion and the motion passed 8-0.

Motion: A motion was made by Commissioner Allocco to elect Councilman McBride as alternate representative for SCTPA CCC for 2024. The motion was seconded by Mayor Meek and the motion passed 8-0.

[It is noted for the record that Commissioner Narverud arrived at the meeting.]

Transportation Management Area (TMA) Leadership Group

Motion: A motion was made by Commissioner Allocco to elect Bob Esposito as representative for the TMA Leadership Group for 2024. The motion was seconded by Commissioner Schlabach and the motion passed 9-0.

Florida MPO Advisory Council (MPOAC)

Motion: A motion was made by Commissioner Allocco to elect Commissioner Champion as representative and Commissioner Kinnard as alternate representative for MPOAC for 2024. The motion was seconded by Mayor Bell and the motion passed 9-0.

Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) and Citrus County Transportation Disadvantaged Local Coordinating Board (LCB)

The Hernando County Board of County Commissioners proffered John Allocco as Chair of the Hernando County Transportation Disadvantaged Local Coordinating Board for 2024. The Citrus County Commission proffered Ruthie Davis Schlabach as the Chair for the Citrus County Transportation Disadvantaged Local Coordinating Board for 2024.

Motion: A motion was made by Commissioner Champion to elect Commissioner Allocco as TDLCB Chair and Commissioner Schlabach as LCB Chair for 2024. The motion was seconded by Commissioner Narverud and the motion passed 9-0.

PRESENTATION

Frank Kalpakis, Florida MPO Advisory Council (MPOAC) consultant with Renaissance Planning Group, gave a presentation on the core products, programs, and governance of an MPO to the MPO Board. The MPOAC assists MPOs in carrying out the urbanized area transportation planning process by serving as the principal forum for collective policy discussion.

CITIZENS COMMENTS

Commissioner Allocco requested an agenda modification to open Item G, Citizens Comments, prior to Item E, Approval of Minutes, to accommodate the citizens waiting in the audience. It was the consensus of the Board to open Citizens Comments.

Motion: A motion was made by Mayor Bell to modify the agenda to open Item G, Citizens Comments. The motion was seconded by Commissioner Champion and the motion passed 9-0.

- Mr. Guy Panzner, a business owner in Hernando County, informed the Board that the construction surrounding the traffic light installation at US 19 and Hexam Road has impeded access for commercial truck traffic to US 19 (between Hexam Road and Bourassa Boulevard). The construction is being diverted into a residential area and then trucks are being issued citations from the Hernando County Sheriff's Office. Commissioners Allocco and Narverud thanked Mr. Panzner and will advance the concerns to the appropriate government offices.
- Ms. Barbara Manuel, owner of Hernando Broadcasting Company WWJB radio in Brooksville, approached the Board to express her appreciation and thanks to Mayor Bell, Mr. Esposito, and FDOT for the attentive and rapid response to resolve an access issue at one of the transmitter sites for the radio station.

APPROVAL OF MINUTES – DECEMBER 7, 2023

Motion: A motion was made by Mayor Bell to approve the December 7, 2023, meeting Minutes. The motion was seconded by Commissioner Schlabach and the motion passed 9-0.

ACTION ITEMS

1. Certificate of Appreciation for Service on the Citizens Advisory Committee (CAC) of the Hernando/Citrus Metropolitan Planning Organization (MPO)

Motion: A motion was made by Commissioner Schlabach to approve the Certificate of Appreciation to Mr. John Wade for his service on the CAC and authorize the Chair's signature thereupon. The motion was seconded by Commissioner Allocco and the motion passed 9-0.

2. Resolution to Adopt the Annual Safety Performance Measures (PM-1)

Motion: A motion was made by Commissioner Narverud to approve Resolution 2024-1 establishing the annual Safety Performance Measures (PM-1) for the Hernando/Citrus MPO, authorize the Chair's signature thereupon, and forward the resolution to the Florida Department of Transportation. The motion was seconded by Commissioner Kinnard and the motion passed 9-0.

Commissioner Allocco commented that he was at a meeting yesterday in Tallahassee and there is legislation being considered to increase fines for vulnerable road users which concerned him in light of all the money being

spent on bike paths, sidewalks, and multi-user trails. District 7 Secretary David Gwynn responded that he was familiar with the bill, but it was not something generated from the Florida Department of Transportation. He noted that the legislation is an attempt to have people be more aware of pedestrians and bike riders in order to reduce accidents, injuries, and fatalities.

3. Update and Re-adoption of the Bylaws of the Hernando/Citrus Metropolitan Planning Organization

Commissioner Allocco asked whether the address update was the only change made to the Bylaws. Ms. Elwin responded that the addition of the words *federally designated* to Section 2A and the address were the only changes made to the Bylaws.

Motion: A motion was made by Commissioner Schlabach to re-adopt the Bylaws and authorize the Chair's signature thereupon. The motion was seconded by Commissioner Kinnard and the motion passed 9-0.

CITIZEN COMMENTS

There were no additional citizen comments.

Chair Campbell recognized and thanked the attendance at the meeting today of District 7 Secretary David Gwynn; Justin Hall, Director of Transportation Planning; and Brian Hunter from the Florida Department of Transportation (FDOT) District 7 Office.

Chair Campbell provided an opportunity for Secretary Gwynn to address the Board. District 7 Secretary Gwynn addressed the MPO Board indicating that he and Justin Hall have been in the counties today reviewing the on-going construction projects. He noted that last week he and Mr. Hall were fortunate to share some of the priorities with legislative Representatives Holcomb and Massullo. He said that Mr. Hall is working on a plan to improve County Line Road to keep moving the project forward and noting the willingness of Hernando and Pasco to participate in the non-State highway project noting the recent agreement by both entities.

Secretary Gwynn also noted that the past few years the revenues have been coming into the state higher than originally projected which allowed for general revenue to fund appropriations and earmarked projects; the result of which allowed for additional funding in the transportation trust fund. However, he indicated, this year the trend is not continuing as it has in the past few years and the House has its appropriations coming out of the transportation trust fund. He explained that he advised the representatives that prices of labor and materials have increased thereby impacting the contingency funds for on-going projects. He stated that when the trust fund revenue is used, it doesn't give the fund any more money; rather, it shifts money from one project to another within the fund. Commissioner Allocco indicated his disappointment in the State's budget he reviewed last week not showing any funding for County Line Road. District 7 Secretary indicated that the final budget is not done yet.

Commissioner Champion thanked FDOT for addressing the rutting issues on SR 50 and US 41. Commissioner Kinnard asked for an update on the US 19 project in Citrus County. Secretary Gwynn shared that good progress is being made on US 19 in Citrus County and it should be open in its final configuration in April with final clean up continuing through May/June 2024. Mayor Bell also thanked FDOT and expressed his appreciation for the working relationship with the FDOT team.

MPO DIRECTOR COMMENTS

- Mr. Esposito expressed gratitude to Florida Department of Transportation (FDOT) for addressing the road surface conditions in several areas on SR 50 East. FDOT was able to re-surface areas that were in need of attention. Also, FDOT was able to fix the pothole reported at the last MPO Board meeting at US 19 and Centralia Road. FDOT was able to clear streets of construction-related items in time for the City of Brooksville's well-attended holiday festivities in December.
- FDOT is currently scheduling meetings with the MPO Staff and the County Engineering staff of Hernando and Pasco Counties to discuss design and funding concepts to "help accelerate the development process for County Line Road."
- Staff is involved in the process of developing the new two-year Unified Planning Work Program (UPWP) for FY2025 – FY2026. A draft of the UPWP is due by staff to FDOT by March 15, 2024.

BOARD MEMBER COMMENTS

- Mayor Meek introduced Troy Slater, Crystal River Interim City Manager.
- Councilman McBride shared that the City of Inverness is very happy and appreciative for the work being conducted on US 41 North. He also thanked Commissioner Schlabach for the excellent work she has done and her presence on the Board while continuing in her health recovery period.

- Commissioner Allocco relayed his recent experience of riding Hernando County's transit system, TheBus, to go shopping and encouraged the Board to accept the challenge to utilize public transportation. Public transportation is underutilized in Hernando County and Commissioner Allocco is supportive of approaches to increase ridership. Commissioner Allocco thanked the City of Brooksville for hosting the 2024 MPO Board meetings. Commissioner Schlabach thanked Commissioner Allocco for encouraging the Board to utilize public transportation and affirmed that public transportation in Citrus County is also underutilized. Commissioner Schlabach expressed her appreciation for and shared that Citrus County recently unveiled its first covered bus stop. Commissioner Narverud acknowledged the need to better inform the public of what is available in public transportation.
- Chair Campbell thanked Commissioner Schlabach for her service as the 2023 MPO Board Chair. He also thanked the City of Brooksville for hosting the 2024 MPO Board meetings and for the support and presence of Hernando County law enforcement.

ADJOURNMENT AND NEXT MEETING

Chair Campbell adjourned the meeting at 2:50 p.m. The next regular meeting of the Metropolitan Planning Organization Board is tentatively scheduled for Thursday, March 7, 2024, beginning at 1:30 p.m., in the Brooksville City Council Chambers, 201 Howell Avenue, Brooksville, Florida. *[Subsequent to this meeting, the March 7, 2024, meeting was cancelled. The next meeting is scheduled for April 4, 2024]*

DRAFT



AGENDA ITEM

TITLE

Presentation by General Planning Consultant, Kimley-Horn & Associates, Incorporated, on the status of the 2050 Long-Range Transportation Plan (LRTP)

BRIEF OVERVIEW

The General Planning Consultant, Kimley-Horn & Associates, is in the process of preparing the 2050 Long-Range Transportation Plan (LRTP). Kimley-Horn will make a presentation on the 2050 LRTP project update for:

- Preliminary Revenue Forecasts
- Goals, Objectives, & Performance Measures

The Long-Range Transportation Plan (LRTP) is a federally required document that looks out at a minimum of 20 years to forecast future needs of the transportation system and prioritize projects to address them. The plan is updated every five years to reflect the changing dynamics of the region.

The 2050 LRTP will examine the current transportation system, establish goals and objectives, and gather public input. A thorough technical analysis, including performance measures, will be used to evaluate needs and look at various future trends that might affect the system. Through coordination with local governments, transportation agency partners, and the public, the 2050 LRTP will produce a cost affordable plan for a list of projects for the future.

FINANCIAL IMPACT

N/A

LEGAL NOTE

Pursuant to Chapter 339.175, Florida Statutes, the MPO Board has the authority to review the presentation.

RECOMMENDATION

It is recommended the MPO Board review the presentation and provide comments as desired. No action is required by the MPO Board at this time.



AGENDA ITEM

TITLE

Florida Department of Transportation (FDOT) and Hernando/Citrus MPO Annual Certification Summary and Joint Certification Statement

BRIEF OVERVIEW

The Federal Highway Administration (FHWA), with the assistance of the FDOT, annually certifies Metropolitan Planning Organizations. The annual review for the Hernando/Citrus MPO's Joint FDOT/MPO Certification for the period January 1, 2023, to December 31, 2023, was conducted on February 21, 2024. The annual review is required by federal guidelines to assess the MPO's compliance with the federal transportation planning process and applicable state laws. The Hernando/Citrus MPO was found to be in compliance with federal and state guidelines for metropolitan transportation planning. The Florida Department of Transportation (FDOT) is recommending actions to the MPO as follows:

- The MPO should consider developing a methodology to assist with ranking projects on the MPO's Priority Lists.
- The MPO should limit informational presentations to be 10 minutes or less.
- The MPO should work with local governments to phase projects in a manner that facilitates implementation.
- When the MPO is conducting planning studies, the MPO should ensure local government concurs with recommendations.

The Certification Summary also contains the noteworthy accomplishments of the MPO and is accompanied by a Joint Certification Statement which is required to be signed by the Chair of the MPO Board and returned to the FDOT.

FINANCIAL IMPACT

N/A

LEGAL NOTE

Pursuant to Chapter 339.175, Florida Statutes and 49 USC, Chapter 53, the MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended that the MPO Board review and approve the Certification Summary, authorize the MPO Chair to execute the MPO Joint Certification Statement, and authorize staff to submit the documents to the Florida Department of Transportation for further processing.

RESULT:	ADOPTED
MOVER:	Ruthie Schlabach
SECONDER:	Jeff Kinnard

AYES:	Schlabach, Kinnard, McBride, Hawkins and Campbell
ABSENT:	Narverud, Allocco, Champion and Meek
AWAY:	Bell



Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, FL 33612

JARED W. PERDUE, P.E.
SECRETARY

JOINT MPO/FDOT CERTIFICATION SUMMARY

Hernando-Citrus Metropolitan Planning Organization

The annual Joint FDOT/MPO Certification for January 1, 2023 to December 31, 2023, review was conducted on February 21, 2024, as required by federal guidelines to assess the MPO's compliance with the federal transportation planning process and applicable state laws. **The Hernando-Citrus MPO was found in compliance with federal and state guidelines for metropolitan transportation planning.**

The following is a summary of the Department's findings:

Notable Achievements

- *This past year, the MPO has been focusing on building strong relationships by establishing greater lines of communication with member stakeholders and representatives of the Florida Department of Transportation (FDOT). Additionally, to foster expanded regional coordination with the directors of the Pasco MPO, Ocala-Marion TPO, and Lake-Sumter MPO.*
- *The MPO has taken a proactive approach to potentially securing future funding for County Line Road, as well as coordinating this effort with the Pasco MPO and FDOT.*
- *The MPO conducted Joint Meetings of the Citizens Advisory Committee (CAC) and Bicycle Pedestrian Advisory Committee (BPAC) to further streamline and be more efficient.*
- *The MPO created public assistance videos with the Transportation Disadvantaged Local Coordinating Boards (TDLCB) on assisting persons with disabilities on boarding/on-boarding transport vehicles.*

Recommended Actions

- The MPO should consider developing a methodology to assist with ranking projects on the MPO's Priority Lists.
- The MPO should limit informational presentations to be 10 minutes or less.
- The MPO should work with local governments to phase projects in a manner that facilitates implementation.
- When the MPO is conducting planning studies, the MPO should ensure local government concurs with recommendations.

Corrective Actions

- None

FLORIDA DEPARTMENT OF TRANSPORTATION
MPO JOINT CERTIFICATION STATEMENT

525-010-05c
POLICY PLANNING
02/18

Pursuant to the requirements of 23 U.S.C. 134(k)(5) and 23 CFR 450.334(a), the Department and the MPO have performed a review of the certification status of the metropolitan transportation planning process for the Hernando/Citrus MPO with respect to the requirements of:

1. 23 U.S.C. 134 and 49 U.S.C. 5303;
2. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 C.F.R. Part 21
3. 49 U.S.C. 5332 prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
4. Section 1101(b) of the FAST Act and 49 C.F.R. Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
5. 23 C.F.R. Part 230 regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
6. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and the regulations found in 49 C.F.R. Parts 27, 37, and 38;
7. The Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
8. Section 324 of 23 U.S.C. regarding the prohibition of discrimination on the basis of gender; and
9. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 C.F.R. Part 27 regarding discrimination against individuals with disabilities.

Included in this certification package is a summary of noteworthy achievements by the MPO, attachments associated with these achievements, and (if applicable) a list of any recommendations and/or corrective actions. The contents of this Joint Certification Package have been reviewed by the MPO and accurately reflect the results of the joint certification review meeting held on February 29, 2024.

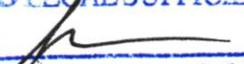
Based on a joint review and evaluation, the Florida Department of Transportation and the Hernando/Citrus MPO recommend that the Metropolitan Planning Process for the Hernando/Citrus MPO be certified.

Name: David Gywnn, P.E.
Title: District Secretary (or designee)

Date

Name: Jerry Campbell
Title: MPO Chairman (or designee)

Date

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

FLORIDA DEPARTMENT OF TRANSPORTATION
MPO JOINT CERTIFICATION STATEMENT

525-010-05c
POLICY PLANNING
02/18

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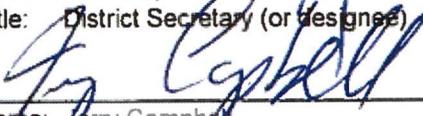
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Included in this certification package is a summary of noteworthy achievements by the MPO, attachments associated with these achievements, and (if applicable) a list of any recommendations and/or corrective actions. The contents of this Joint Certification Package have been reviewed by the MPO and accurately reflect the results of the joint certification review meeting held on February 29, 2024.

Based on a joint review and evaluation, the Florida Department of Transportation and the Hernando/Citrus MPO recommend that the Metropolitan Planning Process for the Hernando/Citrus MPO be certified.


Name: David Gywnn, P.E.
Title: District Secretary (or designee)

4/19/24
Date


Name: Terry Campbell
Title: MPO Chairman (or designee)

4/4/2024
Date

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



AGENDA ITEM

TITLE

Hernando/Citrus MPO Lease Agreement with Hernando County Board of County Commissioners (Building Division) - Request to Renew Office Space Lease

BRIEF OVERVIEW

The existing lease agreement between the Hernando/Citrus Metropolitan Planning Organization and the Hernando County Board of County Commissioners (Building Division) began June 13, 2023, and expires on June 30, 2024, unless renewed in writing. A copy of the current lease is attached. The current lease was for 881 square feet of office space at 1661 Blaise Drive in Brooksville, Florida.

In January 2024, the MPO offices were requested, by the prior Growth & Development Director and Planning Administrator, to be relocated into another department in the same complex but with the address of 789 Providence Boulevard, a space consisting of 1,090 square feet.

Staff is requesting the MPO Board approve a renewal of the lease for a minimum one-year term beginning July 1, 2024. The annual cost of the lease is \$12,535 which is reimbursable under the MPO's Planning (PL) grant.

FINANCIAL IMPACT

Funding for lease expense for the renewal period is budgeted in the MPO's Fund #1031, Department 34055 (MPO-FHWA PL), Account 5304405 (Rental/Lease-Building), and is reimbursed at 100% under the PL funding contracts (currently Department 34050, Contract G2774).

LEGAL NOTE

Pursuant to Chapter 339.175, Florida Statutes, the MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended that the MPO Board approve the lease for office space with the Hernando County Board of County Commissioners (Building Division) at 789 Providence Boulevard, Brooksville, Florida, for a minimum of one year (from July 1, 2024 - June 30, 2025) and authorize the Chair to execute an updated lease provided by the Building Division.

RESULT:	ADOPTED
MOVER:	Brian Hawkins
SECONDER:	Cabot McBride
AYES:	Schlabach, Kinnard, McBride, Bell, Hawkins and Campbell
ABSENT:	Narverud, Allocco, Champion and Meek



LEASE AGREEMENT

THIS LEASE AGREEMENT made this 13th day of June, 2023, by and between HERNANDO COUNTY, BOARD OF COUNTY COMMISSIONERS (BUILDING DIVISION) hereinafter referred to as "LANDLORD", and HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, hereinafter referred to as "TENANT," and the parties agree as follows:

1. **Landlord.** HERNANDO COUNTY, (BUILDING DIVISION) an enterprise entity of Hernando County, Florida

2. **Tenant.** HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION.

3. **Premises.** The lease covers approximately 881 square feet of the offices located at 1661 Blaise Dr., Brooksville, Florida 34601. Areas marked on Exhibit "A", attached hereto, as Conference Room, kitchen area, and restrooms are "common or shared" areas. During the term of the Lease, the remainder of the space may be leased by the Landlord to a tenant with substantially similar activities or may be occupied by the Landlord. The Premises may be used for the administrative function of the MPO.

4. **Use of Premises.** The Tenant shall use the Premises for general offices and storage purposes and for no other purpose without the Landlord's prior written approval. Tenant shall not keep or have on the Premises any article or thing or a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises or might be considered hazardous by a responsible insurance company.

5. **Initial Term: Possession.** The term of this Lease will begin on July 1, 2023 (the "Commencement Date") and will terminate one (1) year from said date on June 30, 2024 (the "Initial Term"). The Tenant shall be entitled to possession of the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease, unless renewed or otherwise agreed to by both parties in writing. Upon the Tenant providing acceptable proof of insurance in accordance with Paragraph 10 below, the Landlord, in its sole option, may allow the Tenant to occupy the Premises early without charge.

6. **Termination Option.** During any Renewal Period hereto, the Tenant shall have the right to terminate this Lease by providing the Landlord with ninety (90) days prior written notice of its intent to terminate. Following proper notice and termination of this Lease, upon all Base Rent and other obligations owed to the Landlord having been paid and/or performed by the Tenant, and upon the Tenant surrendering possession of the premises to the Landlord with the Premises being vacant, clean and free of all trash and debris, then this Lease shall be deemed canceled and each party shall release the other from all claims, disputes, actions and appeals relating to or arising under this lease.

7. **Base Rent.** The Tenant shall pay to the Landlord Annual Base Rent of \$10,131.56 in twelve equal monthly installments, payable on the first day of each month, during the first year of this Lease. Base Rent shall be delivered to the Landlord at (Hernando County Building Division, 789 Providence Blvd., Brooksville, FL 34601). Base Rent received by the Landlord after the tenth (10th) day of the month will be charged a five percent (5.0%) late fee (\$30.04 /month). Rental rate

is based on a charge of \$11.50 per square foot of space.

8. Landlord Responsibilities.

A. Availability of Utility Services. The Landlord shall provide utility services to the Premises adequate for the intended Use of the Premises per Paragraph 3 above.

B. Landlord Maintenance. The Landlord shall be responsible for maintaining: (i) the exterior of the Premises; (ii) roof; (iii) roof drains; (iv) exterior walls; (v) foundations; (vi) structural portions; (vii) HVAC systems; (viii) plumbing systems, pipes drains (excluding any clogs or stoppages caused by the Tenant); (ix) electrical systems; (x) existing landscaping; (xi) existing striped parking areas; (xii) common areas if any (xiii) replacement of light bulbs and ballasts; (xiv) replacement of HVAC filters; (xv) doors, locks, and keys; (xvi) janitorial service and supplies; (xvii) cleaning; (xviii) pest control service; (xix) garbage and trash removal; (xx) removal of litter in the parking and exterior areas.

C. Real Property Taxes. To the extent not otherwise exempt in whole or part, the Landlord shall pay any real property taxes due on the Premises.

9. Tenant Responsibilities.

A. Tenant Maintenance. The Tenant shall be responsible for maintaining: (i) the interior of the Premises; (ii) security systems if any; (iii) internal telephone and data systems.

10. Insurance. The Landlord shall provide fire and extended casualty insurance coverage for the Premises. The Tenant shall provide proof of insurance for its contents and general liability insurance. The general liability insurance shall be in such amount acceptable to the County's Risk Manager.

11. Improvements and Alterations to the Office Area. The Tenant shall have the right to improve/alter the interior of the Premises by installing floor coverings, painting interior walls, removing/relocating existing interior walls, removing /relocating millwork, and similar interior improvements and alterations (the "Tenant Improvements"), subject to the prior approval of the Landlord and which approval shall not be unreasonable withheld, conditioned, or delayed. All Tenant Improvements shall be at the Tenant's sole cost and expense. All Tenant Improvements shall be performed in a good workman-like manner by the appropriately licensed contractors and tradesmen, and all applicable permits obtained.

12. Tenant Improvement Allowance. The Tenant shall not receive any allowance, credit, or offset from the Landlord for any alterations or improvements it undertakes, or causes to be undertaken, to the Premises in connection with this Lease.

13. Security Deposit. No security deposit shall be required from the Tenant.

14. Exterior Sign. With the prior approval of the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, the Tenant may install an exterior sign in accordance with the County's land development regulations. Tenant shall be responsible for all fees and permits associated with signage.

15. **Parking.** The Tenant shall have the exclusive right to utilize the existing striped parking area associated with the Premises on the south side of the building.

16. **Security.** The Tenant shall have the right to install its own security system, at its sole costs and expense. In the event the Tenant installs a security system, such security system shall remain part of the Premises at the time the Tenant surrenders the Premises. Tenant shall be responsible for all fees and permits associated with installation of a security system.

17. **Keys and Access.** The Tenant shall have access to the Premises 24 hours a day, 7 days per week. Notwithstanding the foregoing, the Landlord may enter the Premises from time to time, during normal business hours and upon reasonable advance notice to the Tenant, to perform the Landlord's maintenance responsibilities pursuant to Paragraph 9 above and/or to ensure that the Tenant is performing its responsibilities in accordance with Paragraph 10 above.

18. **Sublease.** The Tenant shall have the right to sublease space within the Premises subject to the Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

19. **Default.** In the event either party defaults under this Lease, the other party shall retain all rights and remedies under Florida Landlord and Tenant Law, to the extent not modified or limited by any other provision of this Lease.

20. **Abandonment.** The Tenant's early vacation of the Premises shall not be construed as abandonment, nor shall it be an event of default as long as the Tenant continues to timely make its monthly rental payments to the Landlord and maintains the Premises in accordance with Paragraph 10 above.

21. **Relocation of Tenant.** The Landlord shall not have the right to relocate the Tenant.

22. **Subordination, Non-Disturbance and Attornment Agreement.** The Tenant shall receive appropriate non-disturbance agreements from any present or future mortgagees or holder of any other superior interest in the Premises, if any.

23. **Expiration of Term or Surrender of the Premises.** The Tenant shall not be obligated to restore the Premises to its original layout and condition upon expiration of term or surrender of the Premises; however, the Tenant shall remove all of its personal property, goods and effects and peaceably yield up the Premises to the Landlord with the Premises being vacant, clean and free of all trash and debris. Any alterations or improvements to the Premises made or caused by the Tenant shall remain with the Premises at the time the Tenant surrenders the premises.

24. **Approvals.** This Lease is subject to the Approval of the Hernando County Board of County Commissioners and the Hernando/Citrus Metropolitan Planning Organization.

25. **Destruction or Condemnation of Premises.** If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the unit is substantially impaired, the Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty (30) days written notice to the Tenant. If the premises are condemned or cannot be repaired within sixty (60) days, this lease will terminate upon thirty (30) days written notice by either party.

26. **Governing Law, Venue and Fees.** This Lease shall be construed in accordance with Florida law. Venue of any claim, dispute, or action shall be Hernando County, Florida. Each party to such claim, dispute, action, or appeal shall bear its own attorney fees and costs.

27. **Mechanics Liens.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any kind of lien on the Premises and the filing of this lease constitutes notice that such liens are invalid. Further, the Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary to keep the Premises free of all liens resulting from construction done by or for the Tenant.

28. **Entire Agreement.** This lease contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease.

29. **Amendments.** This Lease may only be modified or amended by a writing duly approved and signed by the Landlord and the Tenant.

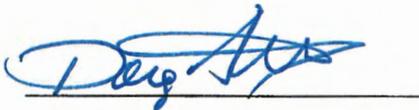
30. **Binding Effect.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

31. **Assignment.** This Lease shall not be assigned.

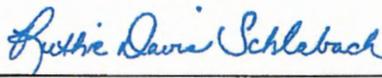
32. **Effective Date.** This Lease shall be effective upon the date signed by the last party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals below.

ATTEST:



HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION
(TENANT)

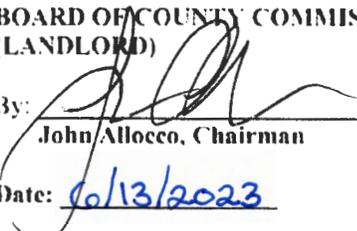
By: 
Ruthie Davis Schlabach, Chairman
Date: 5/22/2023

ATTEST:




for Douglas A. Chovát, Jr.
Clerk of Circuit Court + Comptroller

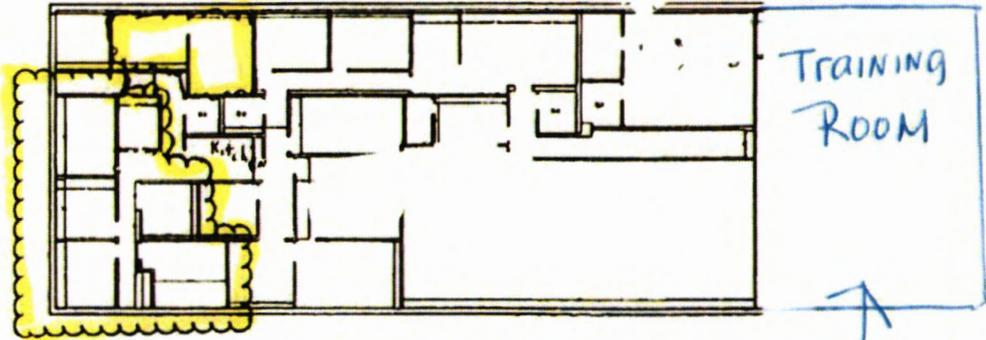
HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
(LANDLORD)

By: 
John Allocco, Chairman
Date: 6/13/2023

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

LEASED AREA OUTLINED
IN YELLOW

881 ☒



|||||
1661 Blaise Dr.
Brooksville, FL 34601

Use based
on Availability

Exhibit "A"

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease") made this _____ day of _____, 2024, by and between HERNANDO COUNTY, a political subdivision of the State of Florida ("Landlord"), and HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, an intergovernmental transportation planning agency ("Tenant"), collectively the "Parties."

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Fla. Stat. § 163.01, authorizes the Landlord and the Tenant to enter into an interlocal agreement with each other in order to exercise any "power, privilege, or authority which such agencies share in common and which each might exercise separately;" and,

WHEREAS, on July 22, 2014, the Parties entered into the "Interlocal Agreement for Administrative Services by and Between Hernando County and the Hernando/Citrus Metropolitan Planning Organization" (hereinafter the "Administrative Services Interlocal"); and,

WHEREAS, pursuant to § 3(d) of the Administrative Services Interlocal, the County is required to provide the MPO with adequate office space, for which the MPO must pay rent; and,

WHEREAS, this Lease Agreement is authorized pursuant to Fla. Stat. §§ 125.01(1)(p) and 163.01 as an interlocal agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the Parties hereto agree as follows:

1. **Recitals.** The above recitals are true and accurate and are incorporated herein as essential terms of this Lease.

2. **Premises.** The Premises consist of the approximately 1,090 square feet of the offices located at 789 Providence Blvd., Brooksville, Florida 34601 (the "Office Building"), that are designated in yellow on Exhibit "A" attached hereto. The Landlord reserves the right, but not the obligation, to lease the remainder of the Office Building to a private party of its sole choosing or to use any or all of the remainder for its own use.

3. **Use of Premises.** The Tenant shall use the Premises for general offices and storage purposes and for no other purpose without the Landlord's prior written approval. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises or might be considered hazardous by a responsible insurance company.

4. **Initial Term: Possession.** The term of this Lease will begin on **July 1, 2024** (the "Commencement Date") and **will terminate one (1) year from said date** on **June 30,**

2025 (the "Initial Term") unless renewed pursuant to Paragraph 5 below. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease, unless renewed or otherwise agreed to by both Parties in writing. Upon the Tenant providing acceptable proof of insurance in accordance with Paragraph 10 below, the Landlord, in its sole option, may allow the Tenant to occupy the Premises early without charge.

5. **Renewal Options.** The Tenant shall have the option to renew this Lease for up to three (3) one-year terms annually ("Renewal Period") under the same terms and conditions as this Lease. In order to exercise its renewal option, the Tenant shall provide the Landlord written notice no later than ninety (90) days prior to the end of the term then in effect of its intent to renew this Lease for an additional one-year term; the failure of the Tenant to provide timely notice to the Landlord shall constitute a waiver of the Tenant's option to renew this Lease under this provision.

6. **Termination Option.** During any Renewal Period hereto, the Tenant shall have the right to terminate this Lease by providing the Landlord with ninety (90) days prior written notice of its intent to terminate. Following proper notice and termination of this Lease, upon all Base Rent and other obligations owed to the Landlord having been paid and/or performed by the Tenant, and upon the Tenant surrendering possession of the premises to the Landlord with the Premises being vacant, clean and free of all trash and debris, then this Lease shall be deemed canceled and each party shall release the other from all claims, disputes, actions and appeals relating to or arising under this lease.

7. **Base Rent.** The Tenant shall pay to the Landlord Annual Base Rent of \$12,535.00 in twelve equal monthly installments of \$1,044.58, payable on the first day of each month, during the first year of this Lease. Base Rent shall be delivered to the Landlord at Hernando County Building Division, 789 Providence Blvd., Brooksville, FL 34601. Base Rent received by the Landlord after the tenth (10th) day of the month will be charged a five percent (5.0%) late fee (\$30.04/month). Rental rate is based on a charge of \$11.50 per square foot of space.

8. **Landlord Responsibilities.**

a. **Availability of Utility Services.** The Landlord shall provide utility services to the Premises adequate for the intended Use of the Premises per Paragraph 3 above.

b. **Landlord Maintenance.** The Landlord shall be responsible for maintaining: (i) the exterior of the Premises; (ii) roof; (iii) roof drains; (iv) exterior walls; (v) foundations; (vi) structural portions; (vii) HVAC systems; (viii) plumbing systems, pipes, and drains (excluding any clogs or stoppages caused by the Tenant); (ix) electrical systems; (x) existing landscaping; (xi) existing striped parking areas; (xii) common areas if any (xiii) replacement of light bulbs and ballasts; (xiv) replacement of HVAC filters; (xv) doors, locks, and keys; (xvi) janitorial service and supplies; (xvii) cleaning; (xviii) pest control service; (xix) garbage and trash removal; (xx) removal of litter in the parking and exterior areas.

c. **Real Property Taxes.** To the extent not otherwise exempt in whole or part, the Landlord shall pay any real property taxes due on the Premises.

9. **Tenant Responsibilities.**

a. **Tenant Maintenance.** The Tenant shall be responsible for maintaining: (i) the interior of the Premises; (ii) security systems if any; (iii) internal telephone and data systems.

10. **Insurance.** The Landlord shall provide fire and extended casualty insurance coverage for the Premises. The Tenant shall provide proof of insurance for its contents and general liability insurance. The general liability insurance shall be in such amount acceptable to the Landlord's Risk Manager.

11. **Improvements and Alterations to the Office Area.** The Tenant shall have the right to improve/alter the interior of the Premises by installing floor coverings, painting interior walls, removing/relocating existing interior walls, removing /relocating millwork, and similar interior improvements and alterations (the "Tenant Improvements"), subject to the prior approval of the Landlord and which approval shall not be unreasonable withheld, conditioned, or delayed. All Tenant Improvements shall be at the Tenant's sole cost and expense. All Tenant Improvements shall be performed in a good workmanship-like manner by the appropriately licensed contractors and tradesmen, and all applicable permits obtained.

12. **Tenant Improvement Allowance.** The Tenant shall not receive any allowance, credit, or offset from the Landlord for any alterations or improvements it undertakes, or causes to be undertaken, to the Premises in connection with this Lease.

13. **Security Deposit.** No security deposit shall be required from the Tenant.

14. **Exterior Sign.** With the prior approval of the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, the Tenant may install an exterior sign in accordance with the County's land development regulations. Tenant shall be responsible for all fees and permits associated with signage.

15. **Parking.** The Tenant shall have the exclusive right to utilize the existing striped parking area associated with the Premises on the south side of the building.

16. **Indemnification/Hold Harmless.** To the extent permitted by law and subject to the limitations contained in Fla. Stat. § 768.28, the Landlord shall indemnify and hold harmless the Tenant and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss or expense is caused in whole or in part by the negligence of the Tenant.

To the extent permitted by law and subject to the limitations contained in Fla. Stat. § 768.28, the Tenant shall indemnify and hold harmless the Landlord and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss or expense is caused in whole or in part by the negligence of the Landlord.

In agreeing to this provision, neither party intends to waive any defense of sovereign immunity or limits on damage to which it may be entitled under Fla. Stat. § 768.28 or as otherwise provided by law. Nothing herein shall be construed as consent by the Landlord or the Tenant to be sued by third parties in any matter arising out of any contract. The parties acknowledge that specific consideration has been exchanged for this provision.

17. **Disclaimer of Third-Party Beneficiaries.** This Lease is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Lease, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

18. **Security.** The Tenant shall have the right to install its own security system at its sole costs and expense. In the event the Tenant installs a security system, such security system shall remain part of the Premises at the time the Tenant surrenders the Premises. Tenant shall be responsible for all fees and permits associated with installation of a security system.

19. **Keys and Access.** The Tenant shall have access to the Premises 24 hours a day, 7 days per week. Notwithstanding the foregoing, the Landlord may enter the Premises from time to time, during normal business hours and upon reasonable advance notice to the Tenant, to perform the Landlord's maintenance responsibilities pursuant to Paragraph 8 above and/or to ensure that the Tenant is performing its responsibilities in accordance with Paragraph 9 above.

20. **No Sublease.** The Tenant may not sublease space within the Premises.

21. **Dispute Resolution.** Any dispute to this Lease shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164.

22. **Abandonment.** The Tenant's early vacation of the Premises shall not be construed as abandonment, nor shall it be an event of default as long as the Tenant continues to timely make its monthly rental payments to the Landlord and maintains the Premises in accordance with Paragraph 9 above.

23. **Relocation of Tenant.** The Landlord shall not have the right to relocate the Tenant.

24. **Subordination, Non-Disturbance and Attornment Agreement.** The Tenant shall receive appropriate non-disturbance agreements from any present or future mortgagees or holder of any other superior interest in the Premises, if any.

25. **Expiration of Term or Surrender of the Premises.** The Tenant shall not be obligated to restore the Premises to its original layout and condition upon expiration of term or surrender of the Premises; however, the Tenant shall remove all its personal property, goods and effects and peaceably yield up the Premises to the Landlord with the Premises being vacant, clean, and free of all trash and debris. Any alterations or improvements to the Premises made or caused by the Tenant shall remain with the Premises at the time the Tenant surrenders the premises.

26. **Approvals.** This Lease is subject to the approval of the Hernando County Board of County Commissioners and the Hernando/Citrus Metropolitan Planning Organization.

27. **Destruction or Condemnation of Premises.** If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the unit is substantially impaired, the Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty (30) days written notice to the Tenant. If the premises are condemned or cannot be repaired within sixty (60) days, this lease will terminate upon thirty (30) days written notice by either party.

28. **Governing Law, Venue, Fees, and Jury Trial Waiver.** This Lease shall be construed in accordance with Florida law. Venue of any claim, dispute, or action shall be Hernando County, Florida. Each party to such claim, dispute, action, or appeal shall bear its own attorney fees and costs. **IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.**

29. **Public Records.** The Parties shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Lease.

30. **Force Majeure.** In the event that performance of this Lease by any party is prevented or interrupted by a Force Majeure Event, said party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said party is not directly or indirectly responsible therefor. Any party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other party. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a party from carrying out this Agreement. For purposes of this Section, the phrase

“Force Majeure Event” shall mean an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an “act of God” such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain environmental permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a party to perform its obligations under this Agreement.

31. **Mechanics Liens.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any kind of lien on the Premises and the filing of this lease constitutes notice that such liens are invalid. Further, the Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps necessary to keep the premises free of all liens resulting from construction done by or for the Tenant.

32. **Entire Agreement.** This lease contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease.

33. **Amendments.** This Lease may only be modified or amended by a writing duly approved and signed by the Landlord and the Tenant.

34. **Binding Effect.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

35. **Assignment.** This Lease shall not be assigned.

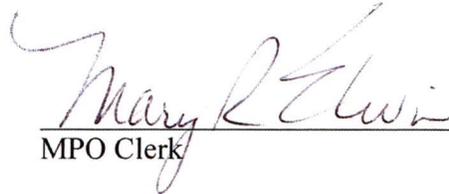
36. **Effective Date.** This Lease shall be effective upon the date signed by the last party hereto.

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IN WITNESS WHEREOF, the Parties have set their hands and seals below.

ATTEST:

**HERNANDO/CITRUS
METROPOLITAN PLANNING
ORGANIZATION
(TENANT)**



MPO Clerk

By: 

Jerry Campbell, Chairman
Date: _____

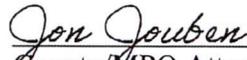
ATTEST:

**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
(LANDLORD)**

Douglas Chorvat, Jr.
Clerk and Comptroller

By: _____
Elizabeth Narverud, Chairperson
Date: _____

Approved for Form & Legal Sufficiency



County MPO Attorney

DEVELOPMENT SERVICES

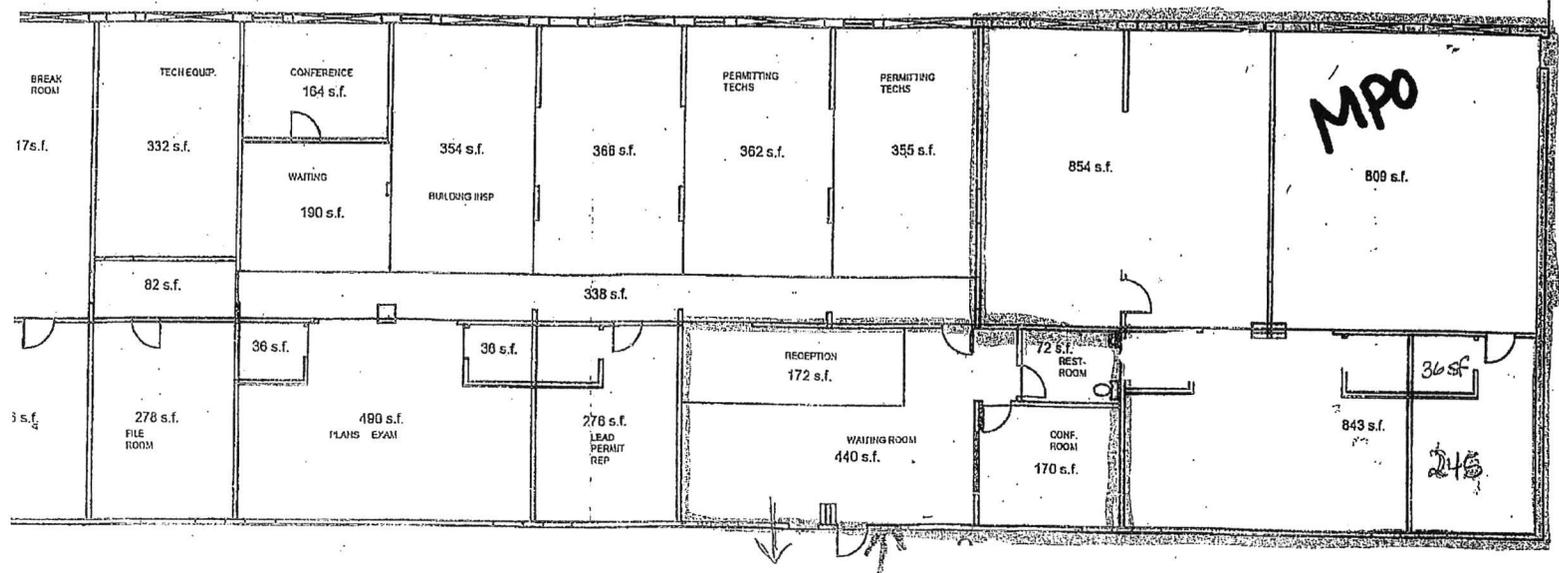


EXHIBIT "A"



AGENDA ITEM

TITLE

Hernando/Citrus MPO Travel Policy Rate Update

BRIEF OVERVIEW

Travel is a necessary activity of metropolitan planning organizations to participate in meetings, workshops, and training to stay informed on matters related to transportation planning on a local, regional, state, and federal basis. Currently, the Hernando/Citrus MPO adheres to the Hernando County travel policy and receives reimbursement of travel expenses paid by County at the state approved rate for travel.

Section 112.061(14)(a)5 of the Florida Statutes (copy attached) provides that any metropolitan planning organization created pursuant to Section 339.175, Florida Statutes, may enact a resolution in which it can adopt the rates of the county (Hernando) for per diem, subsistence, or mileage if the rates are not less than the statutorily established rates in effect. Hernando County's rates are not less than the statutorily established state rates.

Adoption of Hernando County's rates would essentially allow the reimbursement of eligible travel expenses at 100% rather than at the level of the state which is currently less than the County's rates. A copy of Hernando County's travel policy is attached.

FINANCIAL IMPACT

The result of the travel policy rate update would allow for 100% reimbursement of eligible expenses that are incurred at the County rate level pursuant to its adopted travel policy.

LEGAL NOTE

Pursuant to §§ 112.061 and 339.175, the MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended the MPO Board adopt Resolution 2024-2 updating its travel policy rates commensurate with the Hernando County Travel Policy.

RESULT:	ADOPTED
MOVER:	Ruthie Schlabach
SECONDER:	Jeff Kinnard
AYES:	Schlabach, Kinnard, McBride, Bell, Hawkins and Campbell
ABSENT:	Narverud, Allocco, Champion and Meek

Hernando/Citrus Metropolitan Planning Organization

Resolution 2024-2

A RESOLUTION OF THE HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO) ESTABLISHING THE MPO TRAVEL RATE POLICY.

WHEREAS, Florida Statutes Section 112.061(14) allows MPOS to establish rates that vary from the standard state per diem rates by enactment of a resolution, and provided that the rates apply uniformity to all travel by that entity,

WHEREAS, the Code of Federal Regulations (2 CFR 200.474), Travel costs, states that such costs are to be: normally allowed in like circumstances for all of the non-federal entity's activities; in accordance with the entity's written travel reimbursement policies; and considered necessary and reasonable, and

WHEREAS, the Code of Federal Regulations (2 CFR 200, Subpart E-Cost Principles) allows for setting an in-state travel rate and establishes that out-of-state travel should use Federal per diem rates or actual expenses, as justified by the Federal Travel Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Hernando/Citrus Metropolitan Planning Organization as follows:

1. Pursuant to Florida Statute 112.061(14), the MPO has the authority to establish its travel rate structure, which applies to all in-state travel, including federally reimbursed and non-federally funded travel.
2. MPO funded in-state travel is considered necessary and reasonable.
3. MPO funded out-of-state travel shall follow the Federal per diem rates or actual expenses, as justified by the Federal Travel Regulations.
4. The MPO, for in-state travel, shall follow the guidelines for payment and/or reimbursement of travel expenses for Hernando County officers and employees.

ADOPTED in the regular meeting of the Hernando/Citrus Metropolitan Planning Organization duly assembled on this 4th day of April 2024.

HERNANDO/CITRUS METROPOLITAN ORGANIZATION BOARD

Attest

Jerry Campbell, Chair

Approved as to Form
Legal Content



Hernando County Attorney



HERNANDO COUNTY
Board of County Commissioners

Policy Title: Travel	Effective Date:	July 1, 2000
	Revision Date(s):	September 3, 2002 October 20, 2004 December 15, 2006 May 9, 2013 August 7, 2013 September 6, 2013 October 6, 2015
	Latest Review:	February 1, 2007 May 9, 2013 August 7, 2013 September 6, 2013 October 6, 2015

Policy Statement:

It is the intent of the county to establish guidelines on employee business related travel. This policy references the authority of Resolution 2013-85 and the Florida Statutes Chapter 112.

Procedure

A. Types of Authorized Travel

1. Class A Travel - Continuous travel of twenty-four (24) hours or more away from official headquarters (Note: Official headquarters shall be defined as the city or town that the public officer or employee is assigned). The travel day for Class A travel shall be a calendar day (midnight to midnight). Class A travel shall include any assignments on official business outside of the regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved (FS 112.061 (5) (a)) as provided within this policy.
2. Class B Travel - Continuous travel of less than twenty-four (24) hours which involves overnight absences from official headquarters. The travel day for Class B travel shall begin at the same time as the travel period. Class B travel shall include any assignments on official business outside of the regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved (FS 112.061 (5) (a)) as provided within this policy.
3. Class C Travel - Travel for short or day trips where the traveler is not away from the official headquarters overnight. Class C travel can receive subsistence as provided in this policy. Class C travel will receive allowance for meals as provided in Section C, 4, a. of this policy found on page 4-05.4.

B. Travel Authorization

1. Travel will be authorized for official County business purposes only.
2. All travel subject to reimbursement must be approved in advance by the Department Manager of the department to which the travel is to be charged; this will include Class A, Class B and Class C Travel.
3. Authorization for Class A and B travel for Department Managers should be approved by the County Administrator or designee in advance.
4. Travel out of the State of Florida, for all employees, must be approved by the County Administrator. Request for out of State travel should be made by the employee's Department Manager directly to the County Administrator, at least two (2) weeks prior to travel. Request should be made on the "Travel Authorization Form". This form can be found on EICE. The request must include name of employee(s) to travel, purpose of travel, period of travel, cost of travel, and

necessity of travel.

5. Class A and Class B travel overnight within the State of Florida will not normally be authorized for locations less than sixty (60) miles (based on State of Florida Official Highway Mileage map) from official headquarters. Under special circumstances, e.g. events/activities after 5 p.m., required preparation work after 5 p.m., when through normal travel employees cannot return to official headquarters by 7:00 p.m. etc., department managers may request authorization through the County Administrator. Request must be made by the Department Manager directly to the County Administrator, in writing in advance. Request should be made on the "Travel Authorization Form". The request must include the name of employee(s) to travel, purpose of the travel, period of travel, costs of travel, and necessity of travel, and need to stay overnight.

C. Reimbursement of Travel Expenses

1. Reimbursement of travel expenses will be made in accordance with the most recent U.S. General Services Administration Guidelines for Tampa and the Florida Statutes, Chapter 112.061. Travel expenses of travelers will be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law (Florida Statutes 112.061(3)). Reimbursement of travel expenses must be requested on the State of Florida Voucher for Reimbursement for Travel Expenses Form found on EICE.
2. Seminars/Conferences
 - a. Seminars/conferences may be authorized by the department manager of the employee(s) to attend. Seminars/conferences to be attended will be directly related to the training/development of an employee's current position.
 - b. Expenditures for seminar/conference registration fees may be made by the individual's county purchasing card or may be requested through the Finance Office in advance, after proper authorization. Payment of required expenses will be made directly to the vendor. Costs for the registration will be paid by Hernando County at 100%.
 - c. The County recognizes that there are times when seminar/conference fees cannot be paid in advance. When fees are paid at registration by the employee, expenditures can be reimbursed through the Finance Office, with proper approval. An explanation of why fees could not be/was not paid in advance must accompany the request for reimbursement to the Finance Office.

3. Hotel/Motel Accommodations/Lodging
 - a. Expenditures for accommodations/lodging may be made by the individual's county purchasing card or may be requested through the Finance Office in advance, after proper authorization. Payment of required expenses will be made directly to the vendor.
 - b. Accommodations/lodging will be paid for actual expenses at a single occupancy rate to be substantiated by paid bills. The actual receipt/bill will be filed with the Finance Office. The difference in the rate for double occupancy or an up-grade can be paid by the employee.
 - c. When seminars/conferences provide a variety of hotels/motels that can be used, employees should choose the most economical for reservations. Any deviation will require prior approval by the County Administrator, with reasonable explanation. The difference in the rate for more elaborate accommodations/lodging can be paid by the employee.
4. Meals
 - a. Payment for meals will be paid in accordance with the Florida Statutes 112.061 (14) and rates established by U.S. General Services Administration (GSA), based on the following schedule:
 - i. When travel begins before 6 A.M. and extends beyond 8 A.M..
 - ii. When travel begins before 12 noon and extends beyond 2 P.M..
 - iii. When travel begins before 6 P.M. and extends beyond 8 P.M. or when travel occurs during night-time hours due to special assignment.
 - b. No allowance will be made for meals when travel is confined to Hernando County, the official headquarters or immediate vicinity; except assignments of official business outside the traveler's regular place of employment if travel expenses are approved (FS 112.061 (5)(b)).
 - c. No one, whether traveling out of State or in State, will be reimbursed for any meal that is included/provided in a convention, conference or seminar registration fees paid by the County or any other agency/organization.
 - d. No one, whether traveling out of the State or in State, will be reimbursed for any meal that is included/provided in fees/expenses for transportation paid by the County or any other agency/organization, e.g. airline meals, meals on

trains.

- e. An individual's county purchasing card may not be used to purchase meals.

5. Transportation

- a. All travel must be by a usually traveled route. When a person travels by an indirect route for their own convenience, any extra costs will be borne by the traveler; and reimbursement for expenses will be based only on the charges that would be incurred by a usually traveled route (FS 112.061 (7)(a)).
- b. When planning travel, the department manager should designate the most economical method of travel. The following considerations should be given for all trips/travel:
 - i. The nature of the official business.
 - ii. The most efficient and economical means of travel (considering time of the traveler, cost of the transportation, and per diem or subsistence required).
 - iii. The number of persons making the trip and the amount of equipment or material to be transported.
- c. Commercial vehicle/carrier for travel will be made/approved in advance and payment made directly to vendor.
- d. When traveling by vehicle/driving, publicly owned vehicles should be used in lieu of the use of a privately owned vehicle, whenever possible. When travel is authorized by a privately owned vehicle, the employee (driver of private vehicle) will be entitled to a mileage allowance which will be a fixed rate to be determined in accordance with the most recent Internal Revenue Service (IRS) Standard Mileage Rates Guidelines. The new rate will be used when calculating the annual budget. All expenses (including repairs, maintenance, etc.) pertaining to the usage of a privately owned vehicle are included in the mileage reimbursement rate.
- e. Mileage will be reimbursable from the official headquarters to the point of destination unless point of origin is closer. Travel within and outside the State of Florida will be based on current reliable internet mapping using the shortest distance. Vicinity mileage is allowable if it is official business. Proper mileage should be verified that the appropriate map mileage has been used prior to approval of reimbursement.


 Select Year:

The 2023 Florida Statutes (including Special Session C)

Title X	Chapter 112	View Entire Chapter
PUBLIC OFFICERS, EMPLOYEES, AND RECORDS	PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS	

112.061 Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system.—

(1) LEGISLATIVE INTENT.—To prevent inequities, conflicts, inconsistencies, and lapses in the numerous laws regulating or attempting to regulate travel expenses of public officers, employees, and authorized persons in the state, it is the intent of the Legislature:

(a) To establish standard travel reimbursement rates, procedures, and limitations, with certain justifiable exceptions and exemptions, applicable to all public officers, employees, and authorized persons whose travel is authorized and paid by a public agency.

(b) To preserve the standardization established by this law:

1. The provisions of this section shall prevail over any conflicting provisions in a general law, present or future, to the extent of the conflict; but if any such general law contains a specific exemption from this section, including a specific reference to this section, such general law shall prevail, but only to the extent of the exemption.

2. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(2) DEFINITIONS.—For the purposes of this section, the term:

(a) “Agency” or “public agency” means any office, department, agency, division, subdivision, political subdivision, board, bureau, commission, authority, district, public body, body politic, county, city, town, village, municipality, or any other separate unit of government created pursuant to law.

(b) “Agency head” or “head of the agency” means the highest policymaking authority of a public agency, as herein defined.

(c) “Authorized person” means:

1. A person other than a public officer or employee as defined herein, whether elected or commissioned or not, who is authorized by an agency head to incur travel expenses in the performance of official duties.

2. A person who is called upon by an agency to contribute time and services as consultant or adviser.

3. A person who is a candidate for an executive or professional position.

(d) “Class A travel” means continuous travel of 24 hours or more away from official headquarters.

(e) “Class B travel” means continuous travel of less than 24 hours which involves overnight absence from official headquarters.

(f) “Class C travel” means travel for short or day trips where the traveler is not away from his or her official headquarters overnight.

(g) “Common carrier” means train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

(h) “Employee” or “public employee” means an individual, whether commissioned or not, other than an officer or authorized person as defined herein, who is filling a regular or full-time authorized position and is responsible to an agency head.

(i) “Foreign travel” means travel outside the United States.

(j) “Officer” or “public officer” means an individual who in the performance of his or her official duties is vested by law with sovereign powers of government and who is either elected by the people, or commissioned by the Governor and has jurisdiction extending throughout the state, or any person lawfully serving instead of either of the foregoing two classes of individuals as initial designee or successor.

(k) “Travel day” means a period of 24 hours consisting of four quarters of 6 hours each.

(l) "Travel expense," "traveling expenses," "necessary expenses while traveling," "actual expenses while traveling," or words of similar nature mean the usual ordinary and incidental expenditures necessarily incurred by a traveler.

(m) "Travel period" means a period of time between the time of departure and time of return.

(n) "Traveler" means a public officer, public employee, or authorized person, when performing authorized travel.

(3) AUTHORITY TO INCUR TRAVEL EXPENSES.—

(a) All travel must be authorized and approved by the head of the agency, or his or her designated representative, from whose funds the traveler is paid. The head of the agency shall not authorize or approve such a request unless it is accompanied by a signed statement by the traveler's supervisor stating that such travel is on the official business of the state and also stating the purpose of such travel.

(b) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency and must be within the limitations prescribed by this section.

(c) Travel by public officers or employees serving temporarily in behalf of another agency or partly in behalf of more than one agency at the same time, or authorized persons who are called upon to contribute time and services as consultants or advisers, may be authorized by the agency head. Complete explanation and justification must be shown on the travel expense voucher or attached thereto.

(d) Travel expenses of public employees for the sole purpose of taking merit system or other job placement examinations, written or oral, shall not be allowed under any circumstances, except that upon prior written approval of the agency head or his or her designee, candidates for executive or professional positions may be allowed travel expenses pursuant to this section.

(e) Travel expenses of public officers or employees for the purpose of implementing, organizing, directing, coordinating, or administering, or supporting the implementation, organization, direction, coordination, or administration of, activities related to or involving travel to a terrorist state shall not be allowed under any circumstances. For purposes of this section, "terrorist state" is defined as any state, country, or nation designated by the United States Department of State as a state sponsor of terrorism.

(f) The agency head, or a designated representative, may pay by advancement or reimbursement, or a combination thereof, the costs of per diem of travelers for foreign travel at the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)" and incidental expenses as provided in this section.

(g) A traveler who becomes sick or injured while away from his or her official headquarters and is therefore unable to perform the official business of the agency may continue to receive subsistence as provided in subsection (6) during this period of illness or injury until such time as he or she is able to perform the official business of the agency or returns to his or her official headquarters, whichever is earlier. Such subsistence may be paid when approved by the agency head or his or her designee.

(h) The State Surgeon General or a designee may authorize travel expenses incidental to the rendering of medical services for and on behalf of clients of the Department of Health. The Department of Health may establish rates lower than the rate provided in this section for these travel expenses.

(i) The head of a law enforcement agency may authorize travel expenses for an employee of the agency whose duties are those of a law enforcement officer, as defined in s. [943.10\(1\)](#), to attend a funeral service within the state of a law enforcement officer who was killed in the line of duty.

(4) OFFICIAL HEADQUARTERS.—The official headquarters of an officer or employee assigned to an office shall be the city or town in which the office is located except that:

(a) The official headquarters of a person located in the field shall be the city or town nearest to the area where the majority of the person's work is performed, or such other city, town, or area as may be designated by the agency head provided that in all cases such designation must be in the best interests of the agency and not for the convenience of the person.

(b) When any state employee is stationed in any city or town for a period of over 30 continuous workdays, such city or town shall be deemed to be the employee's official headquarters, and he or she shall not be allowed per diem or subsistence, as provided in this section, after the said period of 30 continuous workdays has elapsed, unless this period of time is extended by the express approval of the agency head or his or her designee.

(c) A traveler may leave his or her assigned post to return home overnight, over a weekend, or during a holiday, but any time lost from regular duties shall be taken as annual leave and authorized in the usual manner. The traveler shall not be reimbursed for travel expenses in excess of the established rate for per diem allowable had he or she remained at his or her assigned post. However, when a traveler has been temporarily assigned away from his or her official headquarters for an approved period extending beyond 30 days, he or she shall be entitled to reimbursement for travel expenses at the established

rate of one round trip for each 30-day period actually taken to his or her home in addition to pay and allowances otherwise provided.

¹(d) A Lieutenant Governor who permanently resides outside of Leon County, may, if he or she so requests, have an appropriate facility in his or her county designated as his or her official headquarters for purposes of this section. This official headquarters may only serve as the Lieutenant Governor’s personal office. The Lieutenant Governor may not use state funds to lease space in any facility for his or her official headquarters.

1. A Lieutenant Governor for whom an official headquarters is established in his or her county of residence pursuant to this paragraph is eligible for subsistence at a rate to be established by the Governor for each day or partial day that the Lieutenant Governor is at the State Capitol to conduct official state business. In addition to the subsistence allowance, a Lieutenant Governor is eligible for reimbursement for transportation expenses as provided in subsection (7) for travel between the Lieutenant Governor’s official headquarters and the State Capitol to conduct state business.

2. Payment of subsistence and reimbursement for transportation between a Lieutenant Governor’s official headquarters and the State Capitol shall be made to the extent appropriated funds are available, as determined by the Governor.

3. This paragraph expires July 1, 2024.

(5) COMPUTATION OF TRAVEL TIME FOR REIMBURSEMENT.—For purposes of reimbursement and methods of calculating fractional days of travel, the following principles are prescribed:

(a) The travel day for Class A travel shall be a calendar day (midnight to midnight). The travel day for Class B travel shall begin at the same time as the travel period. For Class A and Class B travel, the traveler shall be reimbursed one-fourth of the authorized rate of per diem for each quarter, or fraction thereof, of the travel day included within the travel period. Class A and Class B travel shall include any assignment on official business outside of regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved.

(b) A traveler shall not be reimbursed on a per diem basis for Class C travel, but shall receive subsistence as provided in this section, which allowance for meals shall be based on the following schedule:

- 1. Breakfast—When travel begins before 6 a.m. and extends beyond 8 a.m.
- 2. Lunch—When travel begins before 12 noon and extends beyond 2 p.m.
- 3. Dinner—When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

No allowance shall be made for meals when travel is confined to the city or town of the official headquarters or immediate vicinity; except assignments of official business outside the traveler’s regular place of employment if travel expenses are approved. The Chief Financial Officer shall establish a schedule for processing Class C travel subsistence payments at least on a monthly basis.

(6) RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE.—For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are provided as follows:

(a) All travelers shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveler:

- 1. Eighty dollars per diem; or
- 2. If actual expenses exceed \$80, the amounts permitted in paragraph (b) for subsistence, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

When lodging or meals are provided at a state institution, the traveler shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided for in this subsection.

(b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business as provided in paragraph (5)(b):

- 1. Breakfast. \$6
- 2. Lunch. \$11
- 3. Dinner. \$19

(c) No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state.

(7) TRANSPORTATION.—

(a) All travel must be by a usually traveled route. In case a person travels by an indirect route for his or her own convenience, any extra costs shall be borne by the traveler; and reimbursement for expenses shall be based only on such

charges as would have been incurred by a usually traveled route. The agency head or his or her designee shall designate the most economical method of travel for each trip, keeping in mind the following conditions:

1. The nature of the business.
 2. The most efficient and economical means of travel (considering time of the traveler, impact on the productivity of the traveler, cost of transportation, and per diem or subsistence required). When it is more efficient and economical to either the traveler or the agency head, jet service offered by any airline, whether on state contract or not, may be used when the cost is within an approved threshold determined by the agency head or his or her designee.
 3. The number of persons making the trip and the amount of equipment or material to be transported.
 - (b) The Department of Financial Services may provide any form it deems necessary to cover travel requests for traveling on official business and when paid by the state.
 - (c) Transportation by common carrier when traveling on official business and paid for personally by the traveler, shall be substantiated by a receipt therefor. Federal tax shall not be reimbursable to the traveler unless the state and other public agencies are also required by federal law to pay such tax. In the event transportation other than the most economical class as approved by the agency head is provided by a common carrier on a flight check or credit card, the charges in excess of the most economical class shall be refunded by the traveler to the agency charged with the transportation provided in this manner.
 - (d)1. The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the agency head or his or her designee. Whenever travel is by privately owned vehicle:
 - a. A traveler shall be entitled to a mileage allowance at a rate of 44.5 cents per mile; or
 - b. A traveler shall be entitled to the common carrier fare for such travel if determined by the agency head to be more economical.
 2. Reimbursement for expenditures related to the operation, maintenance, and ownership of a vehicle shall not be allowed when privately owned vehicles are used on public business and reimbursement is made pursuant to this paragraph, except as provided in subsection (8).
 3. All mileage shall be shown from point of origin to point of destination and, when possible, shall be computed on the basis of the current map of the Department of Transportation. Vicinity mileage necessary for the conduct of official business is allowable but must be shown as a separate item on the expense voucher.
 - (e) Transportation by chartered vehicles when traveling on official business may be authorized by the agency head when necessary or where it is to the advantage of the agency, provided the cost of such transportation does not exceed the cost of transportation by privately owned vehicle pursuant to paragraph (d).
 - (f) The agency head or his or her designee may grant monthly allowances in fixed amounts for use of privately owned automobiles on official business in lieu of the mileage rate provided in paragraph (d). Allowances granted pursuant to this paragraph shall be reasonable, taking into account the customary use of the automobile, the roads customarily traveled, and whether any of the expenses incident to the operation, maintenance, and ownership of the automobile are paid from funds of the agency or other public funds. Such allowance may be changed at any time, and shall be made on the basis of a signed statement of the traveler, filed before the allowance is granted or changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to paragraph (d).
 - (g) No contract may be entered into between a public officer or employee, or any other person, and a public agency, in which a depreciation allowance is used in computing the amount due by the agency to the individual for the use of a privately owned vehicle on official business; provided, any such existing contract shall not be impaired.
 - (h) No traveler shall be allowed either mileage or transportation expense when gratuitously transported by another person or when transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for the fare for such transportation up to the cost of a commercial airline ticket for the same flight, even though the owner or pilot of such aircraft is also entitled to transportation expense for the same flight under this subsection.
- (8) OTHER EXPENSES.—
- (a) The following incidental travel expenses of the traveler may be reimbursed:
 1. Taxi fare.
 2. Ferry fares; and bridge, road, and tunnel tolls.
 3. Storage or parking fees.
 4. Communication expense.

5. Convention registration fee while attending a convention or conference which will serve a direct public purpose with relation to the public agency served by the person attending such meetings. A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but not be limited to, banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary. However, any meals or lodging included in the registration fee will be deducted in accordance with the allowances provided in subsection (6).

(b) Other expenses which are not specifically authorized by this section may be approved by the Department of Financial Services pursuant to rules adopted by it. Expenses approved pursuant to this paragraph shall be reported by the Department of Financial Services to the Auditor General annually.

(9) RULES.—

(a) The Department of Financial Services shall adopt such rules, including, but not limited to, the general criteria to be used by a state agency to predetermine justification for attendance by state officers and employees and authorized persons at conventions and conferences, and prescribe such forms as are necessary to effectuate the purposes of this section. The department may also adopt rules prescribing the proper disposition and use of promotional items and rebates offered by common carriers and other entities in connection with travel at public expense; however, before adopting such rules, the department shall consult with the appropriation committees of the Legislature.

(b) Each state agency shall adopt such additional specific rules and specific criteria to be used by it to predetermine justification for attendance by state officers and employees and authorized persons at conventions and conferences, not in conflict with the rules of the Department of Financial Services or with the general criteria to be used by a state agency to predetermine justification for attendance by state officers and employees and authorized persons at conventions, as may be necessary to effectuate the purposes of this section.

(c) The Department of Management Services may adopt rules to administer the provisions of this section which relate to the statewide travel management system.

(10) FRAUDULENT CLAIMS.—Claims submitted pursuant to this section shall not be required to be sworn to before a notary public or other officer authorized to administer oaths, but any claim authorized or required to be made under any provision of this section shall contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter; and any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under the provisions of this section of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#). Whoever shall receive an allowance or reimbursement by means of a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

(11) TRAVEL AUTHORIZATION AND VOUCHER FORMS.—

(a) *Authorization forms.*—The Department of Financial Services shall furnish a uniform travel authorization request form which shall be used by all state officers, employees, and authorized persons when requesting approval for the performance of travel to a convention or conference. The form shall include, but not be limited to, provision for the name of each traveler, purpose of travel, period of travel, estimated cost to the state, and a statement of benefits accruing to the state by virtue of such travel. A copy of the program or agenda of the convention or conference, itemizing registration fees and any meals or lodging included in the registration fee, shall be attached to, and filed with, the copy of the travel authorization request form on file with the agency. The form shall be signed by the traveler and by the traveler's supervisor stating that the travel is to be incurred in connection with official business of the state. The head of the agency or his or her designated representative shall not authorize or approve such request in the absence of the appropriate signatures. A copy of the travel authorization form shall be attached to, and become a part of, the support of the agency's copy of the travel voucher.

(b) *Voucher forms.*—

1. The Department of Financial Services shall furnish a uniform travel voucher form which shall be used by all state officers, employees, and authorized persons when submitting travel expense statements for approval and payment. No travel expense statement shall be approved for payment by the Chief Financial Officer unless made on the form prescribed and furnished by the department. The travel voucher form shall provide for, among other things, the purpose of the official travel and a certification or affirmation, to be signed by the traveler, indicating the truth and correctness of the claim in every material matter, that the travel expenses were actually incurred by the traveler as necessary in the performance of official

duties, that per diem claimed has been appropriately reduced for any meals or lodging included in the convention or conference registration fees claimed by the traveler, and that the voucher conforms in every respect with the requirements of this section. The original copy of the executed uniform travel authorization request form shall be attached to the uniform travel voucher on file with the respective agency.

2. Statements for travel expenses incidental to the rendering of medical services for and on behalf of clients of the Department of Health shall be on forms approved by the Department of Financial Services.

(12) **ADVANCEMENTS.**—Notwithstanding any of the foregoing restrictions and limitations, an agency head or his or her designee may make, or authorize the making of, advances to cover anticipated costs of travel to travelers. Such advancements may include the costs of subsistence and travel of any person transported in the care or custody of the traveler in the performance of his or her duties.

(13) **DIRECT PAYMENT OF EXPENSES BY AGENCY.**—Whenever an agency requires an employee to incur either Class A or Class B travel on emergency notice to the traveler, such traveler may request the agency to pay his or her expenses for meals and lodging directly to the vendor, and the agency may pay the vendor the actual expenses for meals and lodging during the travel period, limited to an amount not to exceed that authorized pursuant to this section. In emergency situations, the agency head or his or her designee may authorize an increase in the amount paid for a specific meal, provided that the total daily cost of meals does not exceed the total amount authorized for meals each day. The agency head or his or her designee may also grant prior approval for a state agency to make direct payments of travel expenses in other situations that result in cost savings to the state, and such cost savings shall be documented in the voucher submitted to the Chief Financial Officer for the direct payment of travel expenses. The provisions of this subsection shall not be deemed to apply to any legislator or to any employee of the Legislature.

(14) **APPLICABILITY TO COUNTIES, COUNTY OFFICERS, DISTRICT SCHOOL BOARDS, SPECIAL DISTRICTS, AND METROPOLITAN PLANNING ORGANIZATIONS.**—

(a) The following entities may establish rates that vary from the per diem rate provided in paragraph (6)(a), the subsistence rates provided in paragraph (6)(b), or the mileage rate provided in paragraph (7)(d) if those rates are not less than the statutorily established rates that are in effect for the 2005-2006 fiscal year:

1. The governing body of a county by the enactment of an ordinance or resolution;
2. A county constitutional officer, pursuant to s. 1(d), Art. VIII of the State Constitution, by the establishment of written policy;
3. The governing body of a district school board by the adoption of rules;
4. The governing body of a special district, as defined in s. [189.012](#), except those special districts that are subject to s. [166.021\(9\)](#), by the enactment of a resolution; or
5. Any metropolitan planning organization created pursuant to s. [339.175](#) or any other separate legal or administrative entity created pursuant to s. [339.175](#) of which a metropolitan planning organization is a member, by the enactment of a resolution.

(b) Rates established pursuant to paragraph (a) must apply uniformly to all travel by the county, county constitutional officer and entity governed by that officer, district school board, special district, or metropolitan planning organization.

(c) Except as otherwise provided in this subsection, counties, county constitutional officers and entities governed by those officers, district school boards, special districts, and metropolitan planning organizations, other than those subject to s. [166.021\(9\)](#), remain subject to the requirements of this section.

(15) **CLASS C TRAVEL.**—Moneys appropriated from the State Treasury may not be used to pay per diem or subsistence related to Class C travel.

(16) **STATEWIDE TRAVEL MANAGEMENT SYSTEM.**—

(a) For purposes of this subsection, “statewide travel management system” means the system developed by the Department of Management Services to:

1. Collect and store information relating to public officer or employee travel information;
2. Standardize and automate agency travel management;
3. Allow for travel planning and approval, expense reporting, and reimbursement; and
4. Allow travel information queries.

(b) Each executive branch state government agency and the judicial branch must report on the statewide travel management system all public officer and employee travel information, including, but not limited to, name and position title; purpose of travel; dates and location of travel; mode of travel; confirmation from the head of the agency or designee authorization, if required; and total travel cost. Each executive branch state government agency and the judicial branch must use the statewide travel management system for purposes of travel authorization and reimbursement.

(c) Travel reports made available on the statewide travel management system may not reveal information made confidential or exempt by law.

History.—ss. 1, 3, ch. 22830, 1945; ss. 1, 2, 3, ch. 23892, 1947; ss. 1, 3, ch. 25040, 1949; ss. 1, 3, ch. 26910, 1951; s. 1, ch. 28303, 1953; s. 1, ch. 29628, 1955; s. 1, ch. 57-230; s. 1, ch. 61-183; s. 1, ch. 61-43; s. 1, ch. 63-5; s. 1, ch. 63-192; s. 1, ch. 63-122; s. 1, ch. 63-400; ss. 2, 3, ch. 67-371; ss. 1, 2, ch. 67-2206; s. 1, ch. 69-193; s. 1, ch. 69-381; ss. 12, 23, 31, 35, ch. 69-106; s. 65, ch. 71-136; s. 1, ch. 72-213; s. 1, ch. 72-217; s. 1, ch. 72-324; s. 26, ch. 72-404; s. 1, ch. 73-169; s. 1, ch. 74-15; s. 1, ch. 74-246; s. 1, ch. 74-365; ss. 1, 2, ch. 75-33; s. 1, ch. 76-166; s. 2, ch. 76-208; ss. 1, 2, ch. 76-250; s. 1, ch. 77-174; s. 1, ch. 77-231; ss. 1, 2, ch. 77-437; s. 2, ch. 78-95; s. 51, ch. 79-190; s. 1, ch. 79-205; s. 1, ch. 79-303; s. 1, ch. 79-412; ss. 1, 2, ch. 81-207; ss. 1, 2, ch. 83-307; s. 1, ch. 85-140; s. 1, ch. 87-407; s. 4, ch. 88-235; s. 12, ch. 89-291; s. 18, ch. 91-45; s. 1, ch. 94-139; s. 1403, ch. 95-147; s. 26, ch. 95-312; s. 5, ch. 96-310; s. 43, ch. 96-399; s. 23, ch. 98-136; s. 9, ch. 99-8; s. 7, ch. 99-155; s. 16, ch. 99-399; ss. 48, 53, ch. 2001-254; ss. 46, 79, ch. 2002-402; s. 2, ch. 2003-125; s. 123, ch. 2003-261; s. 49, ch. 2003-399; s. 5, ch. 2004-5; s. 32, ch. 2004-269; s. 23, ch. 2005-71; s. 12, ch. 2006-1; s. 6, ch. 2006-18; ss. 14, 53, ch. 2006-26; s. 1, ch. 2006-41; s. 3, ch. 2006-54; s. 2, ch. 2007-196; s. 6, ch. 2008-6; s. 13, ch. 2008-153; s. 2, ch. 2010-4; s. 4, ch. 2011-143; s. 58, ch. 2014-22; s. 103, ch. 2019-116; s. 6, ch. 2019-118; s. 95, ch. 2020-114; s. 56, ch. 2021-37; s. 82, ch. 2022-157; s. 32, ch. 2023-8; s. 2, ch. 2023-145; s. 71, ch. 2023-240.

¹**Note.**—Section 71, ch. 2023-240, amended paragraph (4)(d) “[i]n order to implement Specific Appropriation 2654 of the 2023-2024 General Appropriations Act.”

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Hernando/Citrus Metropolitan Planning Organization

Resolution 2024-2

A RESOLUTION OF THE HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO) ESTABLISHING THE MPO TRAVEL RATE POLICY.

WHEREAS, Florida Statutes Section 112.061(14) allows MPOS to establish rates that vary from the standard state per diem rates by enactment of a resolution, and provided that the rates apply uniformity to all travel by that entity,

WHEREAS, the Code of Federal Regulations (2 CFR 200.474), Travel costs, states that such costs are to be: normally allowed in like circumstances for all of the non-federal entity's activities; in accordance with the entity's written travel reimbursement policies; and considered necessary and reasonable, and

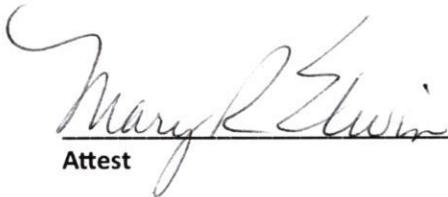
WHEREAS, the Code of Federal Regulations (2 CFR 200, Subpart E-Cost Principles) allows for setting an in-state travel rate and establishes that out-of-state travel should use Federal per diem rates or actual expenses, as justified by the Federal Travel Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Hernando/Citrus Metropolitan Planning Organization as follows:

1. Pursuant to Florida Statute 112.061(14), the MPO has the authority to establish its travel rate structure, which applies to all in-state travel, including federally reimbursed and non-federally funded travel.
2. MPO funded in-state travel is considered necessary and reasonable.
3. MPO funded out-of-state travel shall follow the Federal per diem rates or actual expenses, as justified by the Federal Travel Regulations.
4. The MPO, for in-state travel, shall follow the guidelines for payment and/or reimbursement of travel expenses for Hernando County officers and employees.

ADOPTED in the regular meeting of the Hernando/Citrus Metropolitan Planning Organization duly assembled on this 4th day of April 2024.

HERNANDO/CITRUS METROPOLITAN ORGANIZATION BOARD

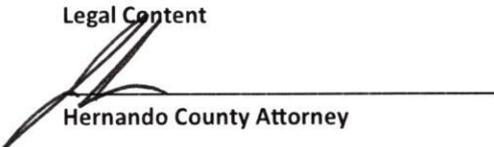


Attest



Jerry Campbell, Chair

Approved as to Form
Legal Content



Hernando County Attorney



AGENDA ITEM

TITLE

Reappointment of Members to the Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) and to the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB)

BRIEF OVERVIEW

The purpose of the Transportation Disadvantaged Local Coordinating Boards is to identify local service needs and to provide information, advice, and direction to the Community Transportation Coordinator (CTC) on the coordination of services to be provided to the transportation disadvantaged within Citrus County and Hernando County, through the Florida Coordinated Transportation System (FCTS), in accordance with Chapter 427.0157, Florida Statutes, and Rule 41-2.012 of the Florida Administrative Code.

Mr. Bud Osborn currently serves on the Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) and his term will expire March 18, 2024. Mr. Osborn has applied for reappointment to the Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) in the position of Person Recommended by Veteran Services.

Ms. Gretchen Samter currently serves on the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) and her term will expire March 18, 2024. Ms. Samter has applied for reappointment to the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) in the position of Person with a Disability.

The applications submitted by Mr. Osborn and Ms. Samter are attached for the MPO Board's review.

FINANCIAL IMPACT

N/A

LEGAL NOTE

Pursuant to Chapter 427.0157, Florida Statutes, and Rule 41-2 of the Florida Administrative Code, the MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended the MPO Board review the application submitted by Mr. Bud Osborn and re-appoint him to serve as a member of the Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) in the position of Person Recommended by Veteran Services. The period of membership is April 4, 2024, through April 3, 2027.

Additionally, it is further recommended that the MPO Board review the application submitted by Ms. Gretchen Samter and re-appoint her to serve as a member of the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) in the position of Person

with a Disability. The period of membership is April 4, 2024, through April 3, 2027.

<p>RESULT: ADOPTED MOVER: Jeff Kinnard SECONDER: Brian Hawkins AYES: Schlabach, Kinnard, McBride, Bell, Hawkins and Campbell ABSENT: Narverud, Allocco, Champion and Meek</p>
--



Hernando/Citrus Metropolitan Planning Organization Board & Committee Volunteer Application (Please type or print clearly)

Name: Walter "Bud" Osborn - Reappointment (Your name must be listed as it appears on your driver's license)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION.

Are you a resident of Hernando County? Citrus County? X For how long? 20+ years
Do you reside within the city limits of Brooksville? Crystal River? Inverness? X
Physical Address 1302 Tamiami Lane City Inverness Zip 34450
Mailing Address (if different) City Zip
Telephone (home/cell) 352-201-8869 Business/Other Email budandnanci@tamiami.rr.com
Occupation retired

These committees may require travel outside of our county of residence. Are you willing to travel to Hernando or Citrus Counties as necessary to participate in meetings and remain active? Yes X No

Brief Resume of Education and Experience (Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.).

reappointment

Why are you interested in serving on this Board/Committee? reappointment

Please list three references, including address, phone numbers and email address.

- 1. see attached letter from Veteran Services
2.
3.

Board/Committee Interested in Volunteering for:

- BICYCLE/PEDESTRIAN ADVISORY COMMITTEE (BPAC) - 2-year term, 11 members
CITIZENS ADVISORY COMMITTEE (CAC) - 2-year term, 11 members
HERNANDO COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (TDLCB) - 3-year term, 17 members (some positions require agency participation.)
X CITRUS COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (LCB) - 3-year term, 17 members (some positions require agency participation.)

Is there a specific Board/Committee position you are interested in applying for? If so, please list the position below:
Reappointment - Veteran Services Office

Have you ever been convicted of a felony or a misdemeanor (or similar offense) by court martial or plead nolo contendere (no contest) to such an offense, or plead guilty to such an offense (including all instances of the foregoing, even if adjudication was withheld or if you were placed on probation)?
(Answering Yes does not automatically disqualify you for consideration) Yes _____ No _____

If yes, state the court, crime committed, disposition of case, and dates _____

Emergency Contact #1: Nancy Harcle ROTE Relationship: other Phone No. 352 201 8869

Emergency Contact #2: _____ Relationship: _____ Phone No. _____

I hereby request consideration as a board/committee appointee. It is my intention to familiarize myself with the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgment, fairness, impartiality, and faithful attendance. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by the provisions of the Government-in-the-Sunshine State Law.

I, the above-named applicant, agree to act as a volunteer for Hernando/Citrus Metropolitan Planning Organization (the "MPO"). I acknowledge and agree that activities performed by me as a volunteer will be performed strictly on a volunteer basis, without any pay, compensation, or benefits. I agree to comply with the rules and regulations established by the MPO to include, but not limited to, accurate recording of volunteer hours. Failure to comply with the rules and regulations may result in my immediate removal as a volunteer. If I am convicted of or plead no contest to a crime during my tenure as a volunteer, I agree to notify the Volunteer Coordinator immediately. I understand that during my volunteer activities, I may encounter individuals who have not received a background screening.

I agree I do NOT agree _____

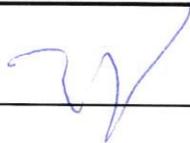
I grant Hernando County full permission to use my photographs, videotapes, or any other manner of recording my participation in this Program for any purpose.

I hereby confirm that I have read and understand this application and that all information furnished by me is true and accurate. I understand that to be considered for this committee, I must be a resident of the county I am representing (either Hernando or Citrus County) and cannot be an elected official and/or a technical person involved in transportation planning in the county I am representing.

Walter "Bud" Osborn

(Printed Name)

(Signature)



(Date)

2-8-24

Please complete this form and return it to:

Hernando/Citrus MPO
789 Providence Boulevard
Brooksville, Florida 34601
Email: mpo@hernandocounty.us

*2-6-24 Updated address



Hernando/Citrus Metropolitan Planning Organization Board & Committee Volunteer Application (Please type or print clearly)

Name: Gretchen Samter - Reappointment (Your name must be listed as it appears on your driver's license)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION.

Are you a resident of Hernando County? [X] Citrus County? [] For how long? 9 years approximately

Do you reside within the city limits of Brooksville? [no] Crystal River? [no] Inverness? [no]

Physical Address 8003 Cherokee Trail City Spring Hill Zip 34606

Mailing Address (if different) City Zip

Telephone (home/cell) 352-234-1500 Business/Other C: 724-212-9549 Email qsamter@yahoo.com

Occupation Disabled

These committees may require travel outside of our county of residence. Are you willing to travel to Hernando or Citrus Counties as necessary to participate in meetings and remain active? Yes [X] No []

Brief Resume of Education and Experience (Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.). resume can be forwarded if needed

Why are you interested in serving on this Board/Committee? Reappointment

Please list three references, including address, phone numbers and email address.

- 1. Reappointment
2.
3.

Board/Committee Interested in Volunteering for:

- BICYCLE/PEDESTRIAN ADVISORY COMMITTEE (BPAC) - 2-year term, 11 members
CITIZENS ADVISORY COMMITTEE (CAC) - 2-year term, 11 members
[X] HERNANDO COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (TDLCB) - 3-year term, 17 members (some positions require agency participation.)
CITRUS COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (LCB) - 3-year term, 17 members (some positions require agency participation.)

Is there a specific Board/Committee position you are interested in applying for? If so, please list the position below:

Have you ever been convicted of a felony or a misdemeanor (or similar offense) by court martial or plead nolo contendere (no contest) to such an offense, or plead guilty to such an offense (including all instances of the foregoing, even if adjudication was withheld or if you were placed on probation)?

(Answering Yes does not automatically disqualify you for consideration) Yes _____ No X

If yes, state the court, crime committed, disposition of case, and dates _____

Emergency Contact #1: Adrianna D'Anunzio Relationship: daughter Phone No. 727-277-1130

Emergency Contact #2: Alex D'Anunzio Relationship: son Phone No. 352-606-8165

I hereby request consideration as a board/committee appointee. It is my intention to familiarize myself with the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgment, fairness, impartiality, and faithful attendance. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by the provisions of the Government-in-the-Sunshine State Law.

I, the above-named applicant, agree to act as a volunteer for Hernando/Citrus Metropolitan Planning Organization (the "MPO"). I acknowledge and agree that activities performed by me as a volunteer will be performed strictly on a volunteer basis, without any pay, compensation, or benefits. I agree to comply with the rules and regulations established by the MPO to include, but not limited to, accurate recording of volunteer hours. Failure to comply with the rules and regulations may result in my immediate removal as a volunteer. If I am convicted of or plead no contest to a crime during my tenure as a volunteer, I agree to notify the Volunteer Coordinator immediately. I understand that during my volunteer activities, I may encounter individuals who have not received a background screening.

I agree X I do NOT agree _____

I grant Hernando County full permission to use my photographs, videotapes, or any other manner of recording my participation in this Program for any purpose.

I hereby confirm that I have read and understand this application and that all information furnished by me is true and accurate. I understand that to be considered for this committee, I must be a resident of the county I am representing (either Hernando or Citrus County) and cannot be an elected official and/or a technical person involved in transportation planning in the county I am representing.

Gretchen Samter

(Printed Name)



(Signature)

Feb. 8, 2024

(Date)

Please complete this form and return it to:

Hernando/Citrus MPO
789 Providence Boulevard
Brooksville, Florida 34601
Email: mpo@hernandocounty.us

*2-6-24 Updated address



AGENDA ITEM

TITLE

Appointment of Member to the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB)

BRIEF OVERVIEW

The purpose of the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) is to identify local service needs and to provide information, advice, and direction to the Community Transportation Coordinator (CTC) on the services to be provided to the transportation disadvantaged population within Hernando County, through the Florida Coordinated Transportation System (FCTS), in accordance with Chapter 427.0157, Florida Statutes, and Rule 41-2.012 of the Florida Administrative Code.

Ms. Melissa Arceneaux has applied for appointment to the Hernando Transportation Disadvantaged Local Coordinating Board (TDLCB) in the position of Citizen Advocate.

FINANCIAL IMPACT

N/A

LEGAL NOTE

Pursuant to Chapter 427.0157, Florida Statutes, and Rule 41-2 of the Florida Administrative Code, the MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended the MPO Board review the application submitted by Ms. Melissa Arceneaux to serve as a member of the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) in the position of Citizen Advocate. The period of membership is April 4, 2024, through April 3, 2027.

RESULT:	ADOPTED
MOVER:	Blake Bell
SECONDER:	Ruthie Schlabach
AYES:	Schlabach, Kinnard, McBride, Bell, Hawkins and Campbell
ABSENT:	Narverud, Allocco, Champion and Meek

**HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION
BOARD / COMMITTEE APPLICATION**

(Please type or print clearly.)

Name Melissa Marie Arceneaux
(Your name must be listed as it appears on your driver's license)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION.

Are you a resident of Hernando County? Citrus County? For how long? Since 9/11/2020 (3 1/2 years)

Do you reside within the city limits of Brooksville? NO Crystal River? NO Inverness? NO

Physical Address 1257 Finland Drive City Spring Hill Zip 34609

Mailing Address (if different) Same City _____ Zip _____

Telephone (home) 678-713-6501 (business/other) n/a Email melgator40@gmail.com

Education UF graduate, many other awards (resume available)
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Present Employment Owner of a new, coming non-profit (Autism Everywhere)

These committees may require travel outside of your county of residence. Are you willing to travel to Hernando or Citrus Counties as necessary to remain active and keep current on committee issues and participate in meetings? Absolutely

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/2nd degree misdemeanor? Never

(Answering yes does not automatically disqualify you for consideration)

If yes, what charges? N/A

Are you currently involved as a defendant in a criminal case? Never

If yes, what charges? N/A

Have you ever been named as a defendant in a civil action suit? Never

If yes, when and describe action N/A

Please state your reasons for applying to this Board/Committee: I want to be involved in my community as much as I can!

Please list three references, including addresses, phone numbers and email address.

1. Maria Tonelli Smith, St Pete, FLA, 770-855-1192, mariaTonelliSmith@gmail.com
2. Tina Cordova, Spring Hill, FLA, 561-236-9575, tina.p.passability.lif
3. Rebecca Donato, Boston, MA, 202-247-1456, rebeccadonato@hsl.harvard.edu

I hereby request consideration as a board/committee appointee. It is my intention to familiarize myself with the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgment, fairness, impartiality, and faithful attendance. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by the provisions of the State Sunshine Law.

APPLICANT'S SIGNATURE  DATE 2/23/24

POSITION APPLYING FOR: see below (ALL POSITIONS ARE STRICTLY VOLUNTARY)

 BICYCLE/PEDESTRIAN ADVISORY COMMITTEE (BPAC) – 2 year term, 11 members

OR CITIZENS ADVISORY COMMITTEE (CAC) – 2 year term, 11 members

 HERNANDO COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (TDLCB) – 3 year term, 17 members (some positions require agency participation.)

Completed applications may be submitted to the Hernando/Citrus MPO, 1661 Blaise Drive, Brooksville, Florida 34601, email mpo@hernandocounty.us, or fax to 352-754-4420.

I would interested in serving on either committee. Thank you!

Melissa Koran Arceneaux

ADVOCATE & BUSINESS PROFESSIONAL

CURRENT POSITION

I am currently the **Founder & Executive Director** for **Autism Everywhere**, a new non-profit starting in Hernando County, Florida in 2024. Autism Everywhere is an advocacy and social organization that partners with local community stakeholders to create accessible, inclusive, and welcoming environments for individuals with autism.

PREVIOUS WORK EXPERIENCE

GEORGIA INSTITUTE OF TECHNOLOGY (2010-2020)

Assistant Director of Administrative & Financial Operations

Managed the business operations and financial affairs for a 75-person unit with six individual budgets totaling over five million dollars annually. Served as the Human Resources Manager for the unit and as the Building Manager for a 28,000 square foot facility.

INDEPENDENT CONSULTANT (2008-2010)

Served as an independent consultant handling the financial and business affairs for several local businesses and non-profit organizations in Atlanta, Georgia.

SOUTHERN REGIONAL EDUCATION BOARD (2003-2008)

Served as the Accounting and Conference Coordinator for the Doctoral Scholars Program. Responsible for all finances related to a multi-million dollar 16-state scholarship program headquartered in Atlanta, Georgia.

OTHER EXPERIENCES OF RELEVANCE

- 2024** – Girl Scout Leader and Certified USA Archery Instructor
- 2024** – Hernando County School District ESE Committee Member
- 2024** – Member of Autism Society of Florida & Safe Schools Task Force
- 2024** – Participant in Hernando County Sherriff's Firearm Safety Class
- 2023** – Participant in Hernando County School District Citizen's Academy
- 2023** – Graduate of the Florida Developmental Disability Council Partners in Policymaking Program

A MORE EXTENSIVE RESUME IS AVAILABLE UPON REQUEST.

CONTACT INFORMATION

melgator40@gmail.com
678-713-6501
Spring Hill, FL
Linked in Profile Available

ABOUT ME

I am passionate about advocating for full inclusion of the disability community in all aspects of community life. I am very passionate about being an active participant in my community.

EDUCATION

University of Florida
BA in Public Relations
Minor in Business Administration

SPECIAL SKILLS

Public speaking & advocacy
Excellent written communication
Financial & business management



AGENDA ITEM

TITLE

Review and Approval of the Update to the Bylaws of the Citizens Advisory Committee (CAC)

BRIEF OVERVIEW

The Citizens Advisory Committee (CAC) Bylaws were adopted on July 15, 2014, and amended on October 20, 2015. The CAC reviewed the draft update of the CAC Bylaws during their October 25, 2023, regular meeting and raised the following questions:

1. Item C1 - Membership: "CAC shall be comprised of 11 appointed citizens..."; should this read "CAC shall be comprised of up to 11 appointed citizens..."? Should minimum membership be specified?
2. Item D4 - Officers: "Chair shall preside at all meetings..."; should a procedural statement be added when conducting joint meetings to accommodate a single Chair of one of the committees presiding over a joint meeting for efficiency? This is what is occurring currently and seems to be working well.
3. Item F - Amendments: "Recommended changes in the Bylaws require a majority of the current CAC members..."; if the Committee serves at the pleasure of the MPO Board, are Bylaws approved by the Committee or the MPO Board or both?

The Hernando County Attorney's Office has provided the following:

1. According to the Hernando County Attorney, 11 is neither a minimum or a maximum, it is the mandated size of the CAC. No changes required.
2. Procedural statement D4 was added: "When conducting joint meetings with other committees, a Chair of one of the committees shall preside over the meeting for efficiency. The committees may alternate the presiding Chair".
3. Verbiage was updated to: "The CAC recommended changes must be presented to the MPO Board for final review and approval".

For reference, the major updates to the CAC Bylaws presented during the October 25, 2023, meeting included the following:

1. included statutory citations (Section 339.175, FS),
2. added the ability to cancel meetings in the Bylaws,
3. clarified the practice of conducting joint meetings with the Bicycle/Pedestrian Advisory Committee (BPAC),
4. added the ability of CAC members to serve on temporary ad hoc committees, and
5. added language precluding CAC members from being related or residing in the same household.

On March 28, 2024, the Citizens Advisory Committee (CAC) will conduct their meeting and the staff will provide a verbal update regarding their recommendation.

FINANCIAL IMPACT

N/A

LEGAL NOTE

Pursuant to Chapter 339.175, Florida Statutes, the MPO Board has the authority to take the recommended action.

RECOMMENDATION

It is recommended the MPO Board review and approve the update to the Bylaws of the Citizens Advisory Committee.

RESULT:	ADOPTED
MOVER:	Ruthie Schlabach
SECONDER:	Jeff Kinnard
AYES:	Schlabach, Kinnard, McBride, Bell, Hawkins and Campbell
ABSENT:	Narverud, Allocco, Champion and Meek



**BYLAWS
OF THE
CITIZENS ADVISORY COMMITTEE (CAC)
OF THE HERNANDO/CITRUS MPO
DRAFT**

**HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION
1661 Blaise Drive
Brooksville, FL 34601
Contact: 352-754-4082
www.HernandoCitrusMPO.us
email: mpo@hernandocounty.us**

Adopted July 15, 2014
Amended October 20, 2015
Amended April 4, 2024 (anticipated)

BYLAWS

CITIZENS ADVISORY COMMITTEE (CAC) HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO)

A. ESTABLISHMENT OF COMMITTEE

The Hernando/Citrus Metropolitan Planning Organization's Citizens Advisory Committee (CAC) is established under the Department of Transportation, Federal Highway Administration 23 CFR Part 450.316 and pursuant to Florida Statutes 339.175.

B. PURPOSE - FUNCTION

The Citizens Advisory Committee (CAC) shall assist the MPO in a review and advisory capacity relating to transportation planning and programming.

The Citizens Advisory Committee shall:

1. Provide a forum for the discussion of community needs and values relative to planning goals and to future land use and transportation decisions.
2. Promote communication among CAC members (subject to the limitations in Section 286.011, Florida Statutes) for the successful identification and resolution of common transportation problems and concerns.
3. Evaluate and propose solutions from a citizen's perspective concerning alternative transportation proposals and critical issues.
4. Provide knowledge gained through the CAC into local citizen group discussions and meetings.

C. MEMBERSHIP

1. The CAC shall be comprised of 11 appointed citizens whose membership shall represent a broad cross-section of local residents with an interest in the development of an efficient, safe, and cost-effective transportation system. Minorities, the elderly, and the handicapped must be adequately represented (F.S. 339.175, (6)(e)1).
2. Committee members representing specific political jurisdictions shall be recommended by the MPO Board members representing said jurisdictions and confirmed by the MPO Board. Membership will be by geographic area in which the person lives as follows:
 - a. 2 members from unincorporated Citrus County
 - b. 2 members from unincorporated Hernando County
 - c. 1 member from the City of Brooksville
 - d. 1 member from the City of Crystal River
 - e. 1 member from the City of Inverness
 - f. 1 member low income and/or minority representative from Citrus County
 - g. 1 member low income and/or minority representative from Hernando County
 - h. 1 member who qualifies as a public transit user representing Citrus County

- i. 1 member who qualifies as a public transit user representing Hernando County
3. Committee members may be asked to represent the CAC on short-term/temporary ad hoc committees.
4. Members shall serve two (2) year terms. The initial appointments shall be staggered so that six members are appointed for a two-year term and five members are appointed to a one-year term. Each member shall serve at the pleasure of the MPO Board. Three unexcused consecutive absences by a member shall be grounds for dismissal. An unexcused absence shall be where the member does not report to the designated MPO staff an absence at least 24 hours in advance of the meeting.
5. CAC members, including alternates, shall not reside in the same household with another current CAC member, shall not be part of the immediate family of another current CAC member, and shall not hold an elected public office.
6. A list of membership and attendance record of the CAC shall be maintained and updated by the MPO staff.

D. OFFICERS

1. A Chair and Vice Chair shall be elected at the first regularly scheduled meeting of each calendar year and shall serve one year until the first regularly scheduled meeting of the next calendar year when elections will be held. The jurisdictional representation of each officer rotates annually between Citrus County and Hernando County; and synchronous with the MPO Board.
2. Any member may nominate or be nominated as Chair or Vice Chair. All elections shall be by the majority vote of regular members present.
3. The Chair shall preside at all meetings and shall be responsible for the conduct at all meetings. The Vice Chair shall, during the absence of the Chair, have and exercise all the duties and powers of the Chair. If both officers are absent from a meeting, an acting Chair shall be elected by those members present for the purpose of presiding over that specific meeting.
4. When conducting joint meetings with other committees, a Chair of one of the committees shall preside over the meeting for efficiency. The committees may alternate the presiding Chair.
5. Any vacancy in office created by resignation or replacement of the Chair/Vice Chair agency shall be filled by majority vote of members present at the next regularly scheduled meeting. The new office holder will fill the remainder of the unexpired term of the vacant office.

E. MEETINGS

1. The CAC will generally meet quarterly beginning in January. The meetings shall rotate quarterly between locations in Hernando County and Citrus County, based on meeting location availability, at locations approved by the MPO Executive Director, with the initial location being Hernando County. The MPO Board will approve an annual meeting calendar for date, time, frequency, and location of the BPAC meetings, by simple majority vote.

The CAC Chair shall have the authority to cancel a scheduled committee meeting when requested by the MPO Executive Director. A meeting cancellation notice shall be provided by MPO staff via email to all committee members and known visitors at least twelve (12) hours before the scheduled time of the meeting. The CAC will conduct joint meetings with the Bicycle/Pedestrian Advisory Committee (BPAC), unless otherwise noticed.

2. Each regular member present will have a single vote. A vote on an issue or decision is by a simple majority vote of the voting members present.
3. A quorum shall consist of the physical presence of a majority of the current voting membership.
4. Meetings will be open to the public. Public participation provision will be available on each agenda.
5. The MPO staff duties shall include agenda preparation as well as the recording, preparation, and distribution of the minutes. Agendas and minutes of the previous CAC meeting shall be prepared and transmitted via email to members at least five (5) days before meetings.
6. Except as otherwise provided in these Bylaws, the following guidelines shall generally be followed as a means of establishing the order of meetings:
 - a. The Committee shall approve the order of the agenda at the meeting.
 - b. Agendas and minutes shall be the responsibility of the MPO staff.
 - c. Any business transacted by the Committee must be approved by not less than a simple majority of votes cast.
 - d. All votes shall be by voice vote.
 - e. All motions shall require a second, and all motions or a second may be amended or withdrawn with the approval of the proponents thereof.

F. AMENDMENTS

Recommended changes in the Bylaws require a majority vote of the current CAC members at any meeting, provided that all voting members have received written copies of proposed amendments with the regular agenda prior to the meeting. The CAC recommended changes must be presented to the MPO Board for final review and approval.

BYLAWS
of the
CITIZENS ADVISORY COMMITTEE (CAC)
OF THE HERNANDO/CITRUS MPO

HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION
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Adopted July 15, 2014
Amended October 20, 2015

BYLAWS

CITIZENS ADVISORY COMMITTEE (CAC) HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO)

A. COMMITTEE NAME

This committee, established under the Department of Transportation, Federal Highway Administration 23 CFR Part 450.316, shall be called the Hernando/Citrus Metropolitan Planning Organization (MPO) Citizens Advisory Committee (CAC).

B. PURPOSE - FUNCTION

The Citizens Advisory Committee (CAC) shall assist the MPO in conducting effective public information and participation programs, and to act as a representative panel for the purpose of advising the MPO of public opinion on policy issues to be considered by the MPO.

The Citizens Advisory Committee shall be responsible for:

1. Providing information and overall community values and needs into the transportation planning program of the MPO;
2. Evaluating and proposing solutions from a citizen's perspective concerning alternative transportation proposals and critical issues, and;
3. Providing knowledge gained through the CAC into local citizen group discussions and meetings.

C. MEMBERSHIP

1. The members of the CAC are appointed by the Hernando/Citrus MPO Board.
2. The CAC shall be comprised of eleven (11) appointed citizens whose membership shall represent a broad spectrum of social and economic backgrounds and interests in transportation. Committee members representing specific political jurisdictions shall be recommended by the MPO members representing said jurisdictions and confirmed by the MPO Board. Membership will be by geographic area in which the person lives and will be as follows:
 - a. 2 members from unincorporated Citrus County
 - b. 2 members from unincorporated Hernando County
 - c. 1 member from the City of Brooksville

- d. 1 member from the City of Crystal River
 - e. 1 member from the City of Inverness
 - f. 1 member low income and/or minority representative from Citrus County
 - g. 1 member low income and/or minority representative from Hernando County
 - h. 1 member who qualifies as a public transit user representing Citrus County
 - i. 1 member who qualifies as a public transit user representing Hernando County
3. Members shall serve two (2) year terms. The initial appointments shall be staggered so that six members are appointed for a two year term and five members are appointed to a one year term. Each member shall serve at the pleasure of the MPO. Three unexcused consecutive absences by a member shall be grounds for dismissal. An unexcused absence shall be where the member does not report to the designated MPO staff an absence at least 24 hours in advance of the meeting.
 4. A list of membership of the CAC shall be maintained and updated by the MPO staff.

D. OFFICERS

1. A Chair and Vice-Chair shall be elected at the first regularly scheduled meeting of each calendar year and shall serve one year until the first regularly scheduled meeting of the next calendar year when elections will be held. The jurisdictional representation of each officer rotates annually between Citrus County and Hernando County; and synchronous with the MPO Board.
2. Any member may nominate or be nominated as Chair or Vice-Chair. All elections shall be by the majority vote of a quorum of members present.
3. The Chair shall preside at all meetings and shall be responsible for the conduct at all meetings. In the event of a vacancy in the office of the Chair, the Vice Chair shall automatically assume the office of Chair for the remainder of the unexpired term. In the event of a vacancy in the office of Vice Chair, a new Vice Chair shall be elected at the next meeting of the CAC to serve the remainder of the unexpired term.
4. The Vice-Chair shall, during the absence of the Chair, have and exercise all the duties and powers of the Chair. In the event that both officers are absent from a meeting, a temporary Chair will be elected by those members present for the purpose of presiding over that specific meeting.

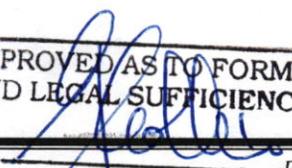
5. The staff of the Hernando/Citrus MPO will act as Staff to the CAC.

E. MEETINGS

1. The CAC will generally meet quarterly beginning in January. The meetings shall rotate quarterly between locations in Hernando County and Citrus County at locations approved by the MPO Executive Director, with the initial location being Hernando County. The date, time, frequency and location of the CAC meetings may be changed by a simple majority vote of the voting members.
2. Each regular member will have one equal vote. A vote on an issue or decision is by a simple majority vote of the voting members present.
3. A quorum shall consist of a majority of the voting membership.
4. All meetings will be open to the public. Public participation will be at the discretion of the Chair.
5. The MPO staff duties shall include agenda preparation as well as the recording, preparation and distribution of the minutes. Agendas and minutes of the previous CAC meeting shall be prepared and transmitted to members at least seven (7) days before meetings.
6. Except as otherwise provided in these Bylaws, the following guidelines shall generally be followed as a means of establishing the order of meetings:
 - a. The Chair shall determine the order of business
 - b. Agendas and minutes shall be the responsibility of the MPO staff
 - c. Any business transacted by the Committee must be approved by not less than a simple majority of votes cast.
 - d. All votes shall be by voice vote except that an individual member can have their vote recorded in the minutes if desired.
 - e. All motions shall require a second, and all motions or a second may be amended or withdrawn with the approval of the proponents thereof.

F. AMENDMENTS

Recommended changes in the bylaws require a simple majority vote of the CAC members at any meeting, providing that all voting members have received written copies of proposed amendments with the regular agenda prior to the meeting. The CAC recommended changes must be presented to the MPO Board for review and approval.

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