

Memorandum



Date: December 12, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(N)(12)

From: Daniella Levine Cava
Mayor

Resolution No. R-1108-23

Subject: Construction Agreement between Miami-Dade County, the State of Florida Department of Transportation, and the South Florida Regional Transportation Authority for the Relocation of Railroad Crossing Traffic Control Devices at NW 37th Avenue near NW 59th Street

Executive Summary

The purpose of this item is to gain approval of the Board of County Commissioners (Board) for execution of a Construction Agreement between the County, the State of Florida Department of Transportation (FDOT) and the South Florida Regional Transportation Authority (SFRTA) for the relocation of crossing traffic control devices at a railroad crossing abutting District 2. The roadway widening and infrastructure improvement project along NW 37 Avenue from NW 36 Street to NW 79 Street includes the subject railroad crossing and requires that the crossing traffic control devices be relocated. The current crossing signal agreement approved by the Board on September 1, 1981, under Resolution No. R-1216-81 stipulates that the County is responsible for this relocation. The project will require County funding from People's Transportation Plan Bond Program funds (PTP) in an amount not to exceed the estimated cost of \$534,768.34. This project is part of the original Exhibit 1 to the People's Transportation Plan.

Recommendation

It is recommended that the Board approve the attached resolution authorizing execution of a construction agreement among the County, FDOT and SFRTA for the relocation of railroad crossing traffic control devices at NW 37th Avenue near NW 59th Street.

This Agreement may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this Agreement. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this Agreement, the item will be withdrawn.

Scope

This Agreement is for one railroad crossing abutting District 2, which is represented by Commissioner Marleine Bastien, in the City of Hialeah.

Delegated Authority

Pursuant to Section 2-8.3 of the County Code, there are no delegations of authority beyond those specified in the attached resolution which authorize the County Mayor or County Mayor's designee to execute the Construction Agreement on behalf of Miami-Dade County and to exercise the provisions contained therein.

Fiscal Impact/Funding Source

The County will be responsible for the relocation cost of the railroad crossing traffic control devices estimated at \$534,768.34. This resolution approves People's Transportation Plan Bond Program funds (PTP) for this Agreement in an amount not to exceed \$534,768.34. Should any additional funding be required to complete the relocation of the subject railroad crossing traffic control devices, the additional expenditure authority would be subject to CITT review and recommendation, if Surtax-funded, and Board approval. The Capital Project No. is 2000000540 (Site No. 75636). SFRTA will construct the required relocation.

Track Record/Monitor

Javier M. Bustamante, DTPW Assistant Director, Transit Project Management & Support Services Division, will oversee and monitor this project.

Background

The proposed roadway widening project along NW 37 Avenue from NW 36 Street to NW 79 Street includes the subject railroad crossing and requires that the crossing traffic control devices be relocated. The current crossing signal agreement approved by the Board on September 1, 1981, under Resolution No. R-1216-81 stipulates that the County is responsible for this relocation.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(12)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(12)
12-12-23

RESOLUTION NO. R-1108-23

RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR THE RELOCATION OF RAILROAD CROSSING TRAFFIC CONTROL DEVICES AT NW 37TH AVENUE NEAR NW 59TH STREET IN THE AMOUNT NOT TO EXCEED \$534,768.34; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE USE OF PEOPLE'S TRANSPORTATION PLAN BOND PROGRAM FUNDS (PTP) FOR SUCH PROJECT WHICH WAS IN THE ORIGINAL EXHIBIT 1 OF THE PEOPLE'S TRANSPORTATION PLAN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the foregoing recital and incorporates it into this resolution.

Section 2. Approves the execution of a Construction Agreement between Miami-Dade County, the State of Florida Department of Transportation, and the South Florida Regional Transportation Authority, in substantially the form attached hereto and made a part hereof, for the relocation of railroad crossing traffic control devices at NW 37th Avenue near NW 59th Street.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the Construction Agreement for and on behalf of Miami-Dade County and to exercise all provisions contained therein.

Section 4. Authorizing the use of People’s Transportation Plan Bond Program funds (PTP) for such project which was in the original Exhibit 1 of the People’s Transportation Plan.

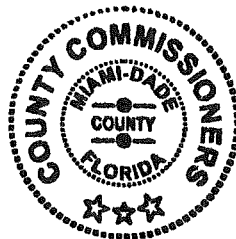
The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	absent	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK



By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Annery Pulgar Alfonso

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES
SOUTH FLORIDA RAIL CORRIDOR ONLY
COUNTY ROADS RR CROSSINGS ONLY**

Financial Project I.D.	Road Name or Number	County Name	Parcel & R/W Number	FAP Number
20040330	NW 37 th Avenue	Miami-Dade	1(87000-SIGH)	N/A

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the **COUNTY**, and the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, hereinafter called the **SFRTA**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** and CSX Transportation, Inc., ("**CSXT**") entered into a contract for Installment Sale and Purchase, for the South Florida Rail Corridor ("**SFRC**") dated May 11, 1988, at which time the **DEPARTMENT** became the owner of said property and **CSXT** retained an exclusive perpetual easement for Rail Freight Operations within the **SFRC** upon which railroad freight, intercity passenger and commuter rail services are currently being conducted, and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into an Operating and Management Agreement Phase A (OMAPA) pertaining to the line of railroad between West Palm Beach and Miami, Florida and related properties on May 11, 1988 (the "Phase A Agreement"), pursuant to which **CSXT** managed and maintained the **SFRC** property on behalf of the **DEPARTMENT** until March 28th, 2015, and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into an Amended South Florida Operating and Management Agreement (SFOMA) on January 25th, 2013, as may be further amended, which provides for termination of OMAPA and transition of management, operation, and maintenance of the **SFRC** from **CSXT** to the **DEPARTMENT** upon the date determined pursuant to subsection 1(c) of SFOMA (the "SFOMA Commencement Date", which was March 29th, 2015), and

WHEREAS, the **DEPARTMENT** and the **SFRTA** entered into the **SFRC** Operating Agreement ("Operating Agreement") on June 13th, 2013, by which the **SFRTA** on behalf of the **DEPARTMENT**, has been managing, operating, maintaining, and dispatching, railroad operations on the **SFRC** as of the SFOMA Commencement

Date, and also maintains and repairs the rights-of-way, layover facilities and yards, state-owned buildings and facilities, tracks, bridges, communications, signals and all appurtenances on the SFRC, and

WHEREAS, the **COUNTY** is constructing, reconstructing or otherwise changing a portion of the Public Road System, which crosses at grade the right-of-way and track(s) of the SFRC at milepost SX 1035.00, FDOT/Association of American Railroads (AAR) Crossing Number 628347X, at or near NW 59th Street in the CITY OF HIALEAH, Florida as shown on the Project Location Sheet EXHIBIT "A" – LOCATION MAP, attached hereto and made a part hereof, and

WHEREAS, the **COUNTY** is not a party to any of the aforementioned agreements and now agrees to enter into this Railroad Reimbursement Agreement ("Agreement") with the **DEPARTMENT** and **SFRTA**,

NOW, THEREFORE, in consideration of the mutual undertakings as set forth herein, the parties hereto agree as follows:

1. The **SFRTA** shall perform work based on the categories selected below, within the **DEPARTMENT's** right-of-way along the SFRC, over its tracks at the above-referenced location, herein referred to as the ("Project").

(a) ☐ Surface Work

If crossing surface work is required for the Project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will construct at **COUNTY's** sole cost and expense a Standard Railroad Crossing Type -Choose A Type- in accordance with the **DEPARTMENT's** Standard Plans for Road and Bridge Construction Index No. 830-T01 attached hereto and by this reference made a part hereof, and in accordance with all other Federal Railroad Administration (FRA) and American Railway Engineering and Maintenance of Way Association (AREMA) standards and guidelines. The initial construction cost and the cost of any reconstruction or rehabilitation thereafter shall be paid by the **COUNTY**. In accordance with the Operating Agreement and the SFOMA Agreement, upon completion of the crossing, the **SFRTA** shall be responsible for the following:

1. Single Track crossing: routine maintenance of all trackbed and rail components
plus the highway roadbed and surface for the width of the rail ties within the crossing area.

2. Multiple-track crossing: routine maintenance of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area and between tracks.

Routine maintenance includes but is not limited to regular track inspections and any repairs to the concrete panels or asphalt within the area described as **SFRTA's** responsibility. The **COUNTY** shall be responsible for the maintenance of the highway roadbed and surface outside the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that if the **COUNTY** does not properly maintain the highway roadbed and surface outside the railroad ties, the **SFRTA** may, at its option and upon notification to the **COUNTY**, perform such maintenance work and bill the **COUNTY** directly for costs thus incurred. All costs required for any subsequent reconstruction or rehabilitation of the crossing, as may be requested by any of the parties to this Agreement, shall be the sole financial responsibility of the **COUNTY**. This provision shall be governed and reimbursed in accordance with the paragraphs as specified below.

(b) ☒ Signal Work (Non-US Code Title 23, Section 130)

If Railroad Grade Crossing Traffic Control Devices work is required for the Project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will install at the **COUNTY's** expense, automatic railroad grade crossing traffic control devices at said location in accordance with the **DEPARTMENT's** Standard Plans for Road and Bridge Construction Index No. 509-070 and/or 509-100 attached hereto, the Operating Agreement, and the SFOMA Agreement. This provision shall be governed and reimbursed in accordance with the paragraphs as specified below.

(c) ☐ Signal Work (US Code Title 23, Section 130)

If traffic control devices are being installed/upgraded under the Signal Safety Program (US Code Title 23, Section 130), then the **DEPARTMENT** will reimburse **SFRTA** for 100% of the costs of installation/upgrades pursuant to the **DEPARTMENT's** Standard Plans for Road and Bridge Construction Index No. 509-070 and/or 509-100 attached hereto, the Operating Agreement, and the SFOMA Agreement. This provision shall be governed and reimbursed in accordance with the paragraphs as specified below.

These paragraphs are applicable to work specified in paragraph 1(a) and/or 1(b):

2. If the project is for surface work or signal work (Non-US Code Title 23, Section 130) as identified in paragraph 1(a) or 1(b) above; all labor, services, materials, and equipment furnished by **SFRTA** in carrying out work to be performed, shall be billed by **SFRTA** directly to the **COUNTY**.
3. The **COUNTY** will reimburse **SFRTA** for the cost of watchmen or flagging service in the carrying out of work within or adjacent to the **SFRC**, or work requiring movement of equipment, employees or trucks across the **SFRC**, or when at times **SFRTA** and/or the **DEPARTMENT** agree that such a service is necessary.
4. The **COUNTY** hereby agrees to reimburse **SFRTA**, as detailed in this Agreement, for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions above. It is understood and agreed by and between the parties hereto that preliminary engineering costs incorporated within this Agreement shall also be subject to payment by the **COUNTY**.
5. It is understood and agreed that, if the project, is at **COUNTY** expense, the **COUNTY** shall receive fair and adequate credit for any salvage as a result of the above adjustment work; otherwise, the **DEPARTMENT** shall receive the salvage credit.
6. Upon completion of the work, the **SFRTA** shall, within one hundred eighty (180) days, furnish the **COUNTY** with three (3) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The **COUNTY** shall reimburse the **SFRTA** for its portion of all actual costs attributable to the Project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, transportation, equipment, material and supplies, handling costs, and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Material shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expenses was incurred; the date on which the last work was performed or the last item of billed expenses was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the **SFRTA's** records, accounts, and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the **COUNTY**. Upon receipt of invoices, prepared in accordance with the above reimbursement provisions, the **COUNTY** agrees to reimburse the **SFRTA** in the amount of such actual costs approved by the **COUNTY's** auditor.

These paragraphs are applicable to work specified in paragraph 1(c):

7. If the Project is for Signal Safety improvements under Title 23, Section 130, as identified in Paragraph 1c, above; then the **DEPARTMENT** agrees to reimburse **SFRTA** for all costs incurred for the installation and/or adjustment of said Project in accordance with the provisions herein.
8. All labor, services, materials, and equipment furnished by **SFRTA** in carrying out work to be performed, shall be billed by **SFRTA** directly to the **DEPARTMENT**. Separate records as to costs of contract bid terms and force account items performed by **SFRTA** shall also be furnished by **SFRTA** to the **DEPARTMENT**.
9. Upon completion of the work, the **SFRTA** shall, within one hundred eighty (180) days, furnish the **DEPARTMENT** with three (3) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The **DEPARTMENT** shall reimburse the **SFRTA** for its portion of all actual costs attributable to the Project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, transportation, equipment, material and supplies, handling costs, and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Material shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expenses was incurred; the date on which the last work was performed or the last item of billed expenses was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the **SFRTA**'s records, accounts, and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the **DEPARTMENT**. Upon receipt of invoices, prepared in accordance with the above reimbursement provisions, the **DEPARTMENT** agrees to reimburse the **SFRTA** in the amount of such actual costs approved by the **DEPARTMENT**'s auditor.

10. In accordance with Section 215.422 Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) working days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.

If a payment is not available, within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422 (3)(b), Florida Statutes, will be due and payable in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

A Vendor Ombudsman has been established within the Department of Bank and Finance. The duties of the individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516, or by calling the Division of Consumer Services at 1-877-693-5236.

11. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the **DEPARTMENT**'s Comptroller under Section 334.44(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.
12. In accordance with Section 287.058 F.S., the following provisions are in this Agreement: If this contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
13. Bills for travel expenses specifically authorized in this Agreement shall be submitted and paid in accordance with **DEPARTMENT** Rule 14-57.011, Florida Administrative Code, and the Federal Highway Administration Federal Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

14. In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and a term of more than one year, the provisions of Section 339.135 (6)(a), Florida Statutes are hereby incorporated;

The **DEPARTMENT's** obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature in accordance with Section 287.0582, Florida Statutes.

The **DEPARTMENT** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that such funds are available prior to the entering into any such contract or other binding commitment of funds.

Nothing herein contained shall prevent the making of contracts for periods, exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

15. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases for real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

These paragraphs are applicable to any type of work specified (paragraph 1(a), 1(b), or 1(c)):

17. The cost of maintaining all signals at the crossing shall be allocated as follows; fifty percent (50%) of the expense thereof in maintaining the same shall be borne by the **COUNTY**, and fifty percent (50%) of the cost shall be borne by the **SFRTA**, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. Actual funding for the signals has been provided for in the Operating Agreement. **COUNTY** shall submit its 50% of the cost of the Annual Maintenance costs to the **DEPARTMENT**. In instances where signals are installed and/or adjusted pursuant to this Agreement and found to be in satisfactory working order by the parties hereto, the same shall be immediately put in service, operated and maintained by the **SFRTA** pursuant to the Operating Agreement and the SFOMA Agreement so long as **SFRTA** or successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary; or until the said crossing is abandoned; or legal requirements occur which shall cease operation of those signals. The **SFRTA** agrees that any future relocation or adjustment of said signals shall be performed by the **SFRTA**, but at the expense of the party initiating such relocation. Upon relocation, the maintenance responsibility shall be in accordance with the provisions of this Agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above.
18. Unless otherwise agreed upon herein, the **COUNTY** agrees to ensure that the advance warning signs and railroad crossing pavement markings will conform to the Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained in conformance with the MUTCD as applicable.

19. The **DEPARTMENT** at its discretion, may arrange for the synchronization of the railroad crossing devices with existing or proposed highway traffic control devices at N/A. Neither of the parties shall disconnect the interconnection circuit or change or cause to be changed the signal sequence without prior notice to the other parties. Each party shall maintain its respective devices from the point of the junction box as provided for the interconnect cable.
20. All work contemplated at this crossing shall at all times be subject to the approvals, obligations, and notice provisions pursuant to the Operating Agreement and the SFOMA Agreement.
21. All contractors working in the SFRC are required to have Railroad Protective Public Liability and Railroad Protective Property Damage Liability insurance where the **DEPARTMENT**, **SFRTA**, and **CSXT** are named insureds, and with limits not less than \$ 2,000,000.00 combined single limit for bodily injury and/or property damage per occurrence and with an annual aggregate limit of no less than \$ 6,000,000.00 Contractor will furnish the **DEPARTMENT** and **SFRTA** a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amounts set forth above. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal Aid Policy Guide, Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.
22. **SFRTA** hereby agrees, as applicable, to install and/or adjust the necessary parts of the SFRC facilities in accordance with the provisions set forth in the:

☐ (A) **DEPARTMENT** Procedure 725-080-002 Appendix D.4 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code,

☒ (B) Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G, Part 646, Subpart B,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. **SFRTA** further agrees to do all such work with its own forces or by a contractor paid under a contract held by **SFRTA** under the supervision and approval of the **DEPARTMENT**, and the Federal Highway Administration, when applicable.

23. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by **SFRTA** pursuant to the terms hereof, and an estimate of the costs thereof in the amount of \$534,768.34. All work performed by the **SFRTA** pursuant hereto, shall be performed according to these plans and specifications as approved by the **DEPARTMENT**, and the Federal Highway Administration, if federal aid participating; and all subsequent plan changes shall likewise be approved by the **DEPARTMENT** and the Federal Highway Administration, when applicable.
24. The **DEPARTMENT** has determined that the method to be used by the **SFRTA** in developing future relocation or installation cost shall be actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
25. The **DEPARTMENT** reserves the right to unilaterally cancel this agreement for refusal by the **COUNTY** or **SFRTA** for refusal to allow public access to all documents, or other material subject to the provisions of Chapter 119, Florida Statutes.
26. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby granted to the **COUNTY** shall thereupon cease and terminate and the **COUNTY** will, at its sole cost and in a manner satisfactory to the **SFRTA** and the **DEPARTMENT**, remove said crossing and restore the **SFRC** property to the condition previously found, provided that the **SFRTA** may, at its option, remove the said crossing and restore its property, and the **COUNTY** will, in such event, upon bill rendered, pay to the **SFRTA** the entire cost incurred by it in such removal and restoration.
27. Upon execution, this Agreement shall supersede all provisions, relating to said crossing contained in any previous agreements and shall become the permanent agreement of record.
28. **SFRTA** shall:
 1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the parties during the term of the contract; and
 2. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system

to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

29. **SFRTA** or its contractor shall use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this paragraph, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the **SFRTA** uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the **SFRTA** and the **DEPARTMENT** prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material; and **SFRTA** must grant written approval prior to incorporating the material into the project; and
30. **SFRTA** shall Comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the **SFRTA** pursuant thereto. The **SFRTA** shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
31. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations

of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

32. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction.
33. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.
34. The parties agree that this Agreement is binding on the parties and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
35. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.
36. If the Operating Agreement between the **DEPARTMENT** and the **SFRTA** ceases to exist, the responsibilities of **SFRTA** may be assigned to a party operating the railroad.
37. Upon execution, this Agreement shall supersede all provisions, related to grade crossing traffic control devices of said crossing contained on the Agreement from November 3rd, 1981, or any other previous grade crossing traffic control devices Agreement and shall become the permanent Agreement of record for grade crossing traffic control devices.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

SFRTA

South Florida Regional Transportation Authority, A body politic and corporate and an agency of the State of Florida

By: David W. Dech
E24609467759428...
SFRTA Executive Director

Approved as to form and legal sufficiency

By: Teresa Moore
A8137E063309474...
SFRTA General Counsel

DEPARTMENT

State of Florida, Department of Transportation,
An Agency of the State of Florida

By: _____
Director of Transportation Development

Legal Review (DEPARTMENT):

By: _____

COUNTY

Attest:

**MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Jimmy Morales, Chief Operations Officer

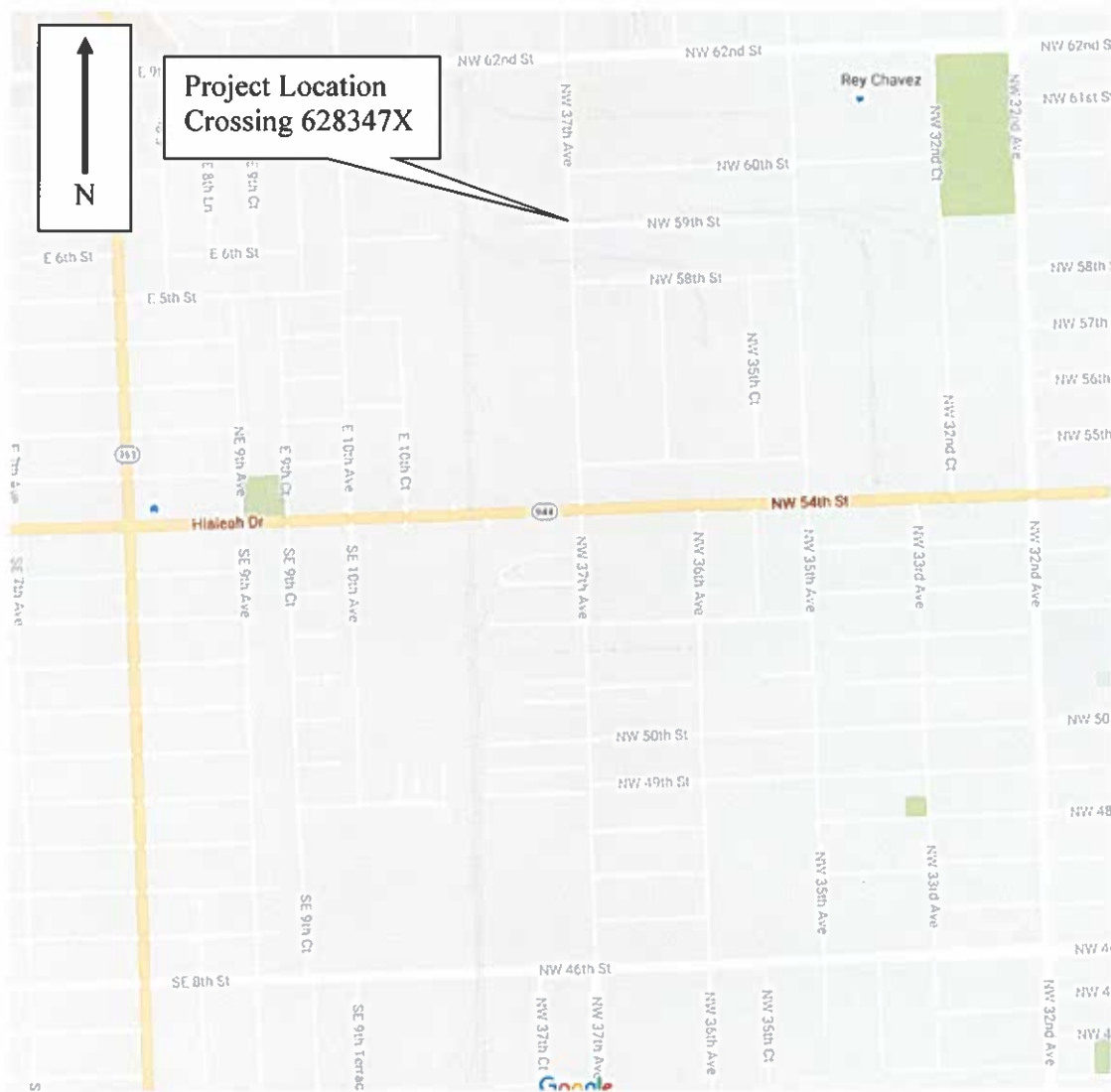
Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

Date: _____

EXHIBIT "A" - LOCATION MAP



LOCATION MAP

South Florida Regional Transportation Authority (SFRTA)

LOCATION:	NW 37 th Avenue, Miami-Dade County
FINANCIAL PROJECT NO.:	20040330
CROSSING NO.:	628347-X
RAILROAD MILEPOST:	SX 1,035.00



NW 37th Ave / Crossing # 628347X			
Crossing Signal Road Widening Project for Miami-Dade County			
Item	Description	Cost	
1.0	RAILROAD-HIGHWAY ROAD CROSSING - TRAFFIC CONTROL DEVICE INSTALLATION	\$	328,758.04
2.0	RAILROAD-HIGHWAY ROAD CROSSING - ROADWAY WORK		
3.0	RAILROAD-HIGHWAY ROAD CROSSING - ADDITIONAL ITEMS	\$	20,895.00
4.0	RAILROAD-HIGHWAY ROAD CROSSING - SIGNAL DESIGN & ENGINEERING	\$	136,500.00
5.0	CONTINGENCY	\$	48,615.30
	TOTAL	\$	534,768.34

MDC021



May 26, 2023

**Contract Number 14-012
Letter Number – 0310**

Brian Reeves
Chief Engineer
South Florida Regional Transportation Authority (SFRTA)
801 N.W. 33rd Street
Pompano Beach, FL 33064

**Subject: NW 37 Avenue, Miami / SX 1035.28 / 628347X
Crossing Signal Road Widening Project for Miami-Dade County**

Mr. Reeves,

Transdev Rail is pleased to provide SFRTA with the proposal for the installation of a new 8'X8' Crossing Signal House, new Crossing Signal Gate Flasher Assemblies, and new Signal Cable at FDOT Grade Crossing 628347X, NW 37 Avenue – No. 1, MP SX 1035.28 to accommodate the Miami-Dade County Roadway Expansion Project.

Scope of work

- Transdev shall prepare a work plan and schedule reflecting anticipated schedules for all construction activities including implementation of maintenance of traffic plan, removal of crossing from service, site mobilization, general construction sequencing, anticipated completion date and time, and other significant construction events. Format schedule as a Bar Chart (Gantt chart) type schedule with milestones. The work plan and schedule shall be submitted 14 calendar days prior to the proposed construction start date.
- No later than 21 calendar days prior to the start of construction, Transdev shall coordinate a pre-construction meeting with SFRTA and/or FDOT.
- Transdev shall provide hardware design, house materials, house wiring, installation, commissioning, testing and cutover to replace the existing Signal House with a new PTMW 8'X8' House, TD-4 / Ring 10 Island only Track Circuit with a new 240 VAC power panel.
- Transdev shall upgrade the existing AC Service Point to 240 VAC Service Point.
- Transdev shall install new Wago Signal Arrestors for signal cable connections and new Wago Track Arrestors for track wires entering the house.

Transdev Rail, Inc.
9400 NW 37th Avenue, Building A
Miami, FL 33147

www.transdevna.com



- Transdev shall install new Signal Cable to all five (5) new Crossing Signal Gate Flasher Assemblies.
- Transdev shall transport the existing Signal House to Hialeah Yard for salvage and/or refurbishment at a later date.
- Transdev shall provide As-in-Service AIS plans.
- Transdev shall display Variable Message Boards on the north and south sides of the crossing two (2) weeks prior to taking crossing out-of-service and during the new signal construction phase of the project to inform the public.
- Transdev shall properly dispose of all signal construction material prior to completion of the project.

Total Cost = \$ 486,153.04

Should you have any questions, please contact me at (786) 423-6475.

Regards,

Edward Reardon
General Manager, Transdev Rail

Transdev Rail, Inc.
9400 NW 37th Avenue, Building A
Miami, FL 33147

www.transdevna.com



Estimated Cost for Extra Work #Estimate 427
Signal House Replacement - NW 37 Avenue, Miami, SX 1035.28, FDOT 628347X

Extra Work	Estimate 427
Name	Signal House Replacement - NW 37 Avenue, Miami, SX 1035.28, FDOT 628347X
Date	5/26/2023

Estimator Name	Brian Goss
Estimator E-mail	brian.goss@transdev.com
Estimator Phone	(770) 480 3120

1. Scope of Work

1. Transdev shall upgrade the existing Signal Crossing House at NW 37 Avenue, SX 1035.28, FDOT 628347X, with a new 8x8 Signal Crossing House.
2. Transdev shall perform a Directional Bores for the new Crossing Signal Gate Flashers.
3. Transdev shall perform all Commissioning and Testing to place new Crossing Signal House and new Crossing Signal Gate Flashers in service.

The proposed fees and costs and other financial and operating information in this estimate were prepared exclusively for the South Florida Regional Transportation Authority by Transdev Rail. This estimate contains information confidential and proprietary to Transdev Rail.

Labor & Equipment rates valid through January 1, 2024

Estimate valid for 120 days

Total Cost: \$ 486,153.04

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
ANNUAL MAINTENANCE COSTS

725-090-41
RAIL
06/21

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
20040330	NW 37th Avenue	Miami-Dade	I(87000-SIGH)	N/A

COMPANY NAME: SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

A. FDOT/AAR XING NO.: 628347X RR MILE POST TIE: SX 1035.00

B. TYPE SIGNALS PROPOSED: III CLASS: III DOT INDEX: 509-070-1

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	2-Quadrant Flashing Lights with One Track	\$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,451.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$9,759.00

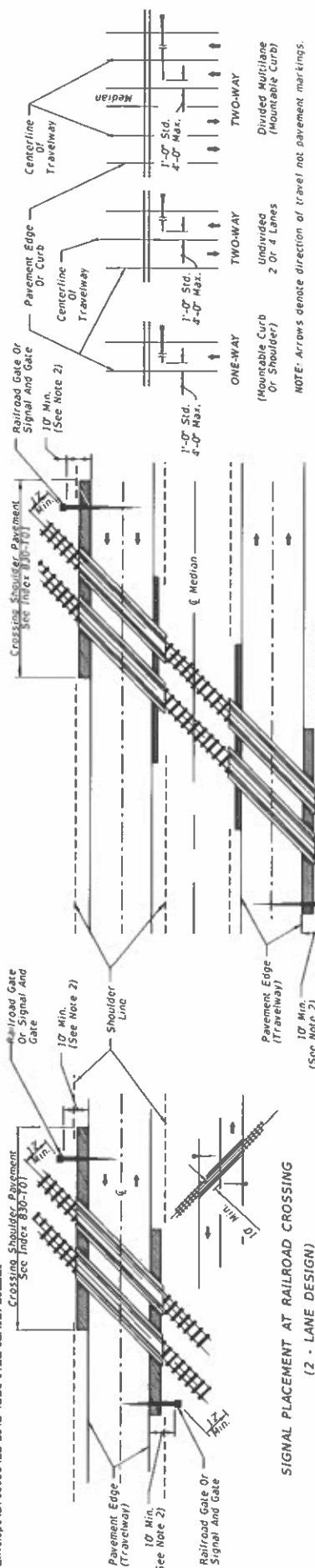
AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.



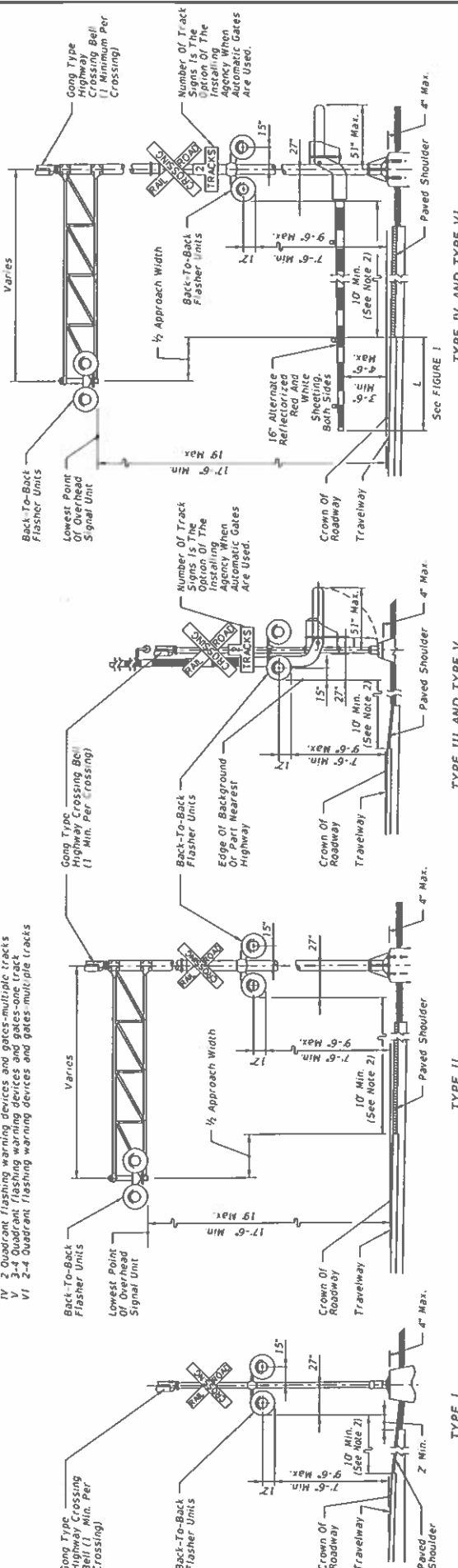
GENERAL NOTES:

1. No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
2. Advance flasher to be installed when and if called for in Plans or Specifications.
3. Top of foundation shall be no higher than 4" above finished shoulder grade.

4. Type of traffic control device
 - i. Flashing warning devices
 - ii. Flashing warning devices with cantilever
 - iii. Flashing warning devices with gate
 - iv. Flashing warning devices with cantilever and gate

5. Class of traffic control devices (Not Shown)
 - i. 2 Quadrant flashing warning devices-one track
 - ii. 2 Quadrant flashing warning devices and gates-one track
 - iii. 2 Quadrant flashing warning devices and gates-multiple tracks
 - iv. 2 Quadrant flashing warning devices and gates-multiple tracks
 - v. 3-4 Quadrant flashing warning devices and gates-one track
 - vi. 2-4 Quadrant flashing warning devices and gates-multiple tracks

SIGNAL PLACEMENT AT RAILROAD CROSSING
(4 - LANE DESIGN)



LAST REVISION
02/05/21

FY 2023-24

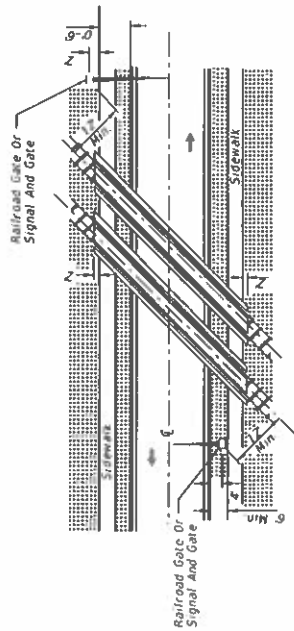
STANDARD PLANS



RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

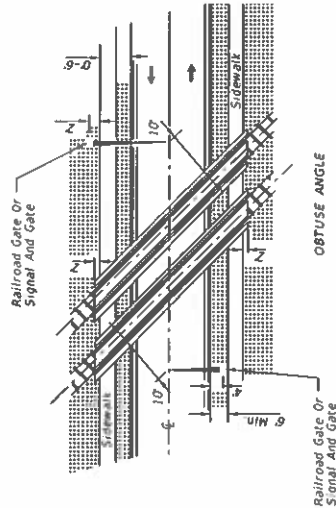
INDEX
509-070

SHEET
1 of 3



ACUTE ANGLE (AND RIGHT ANGLE)

SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)

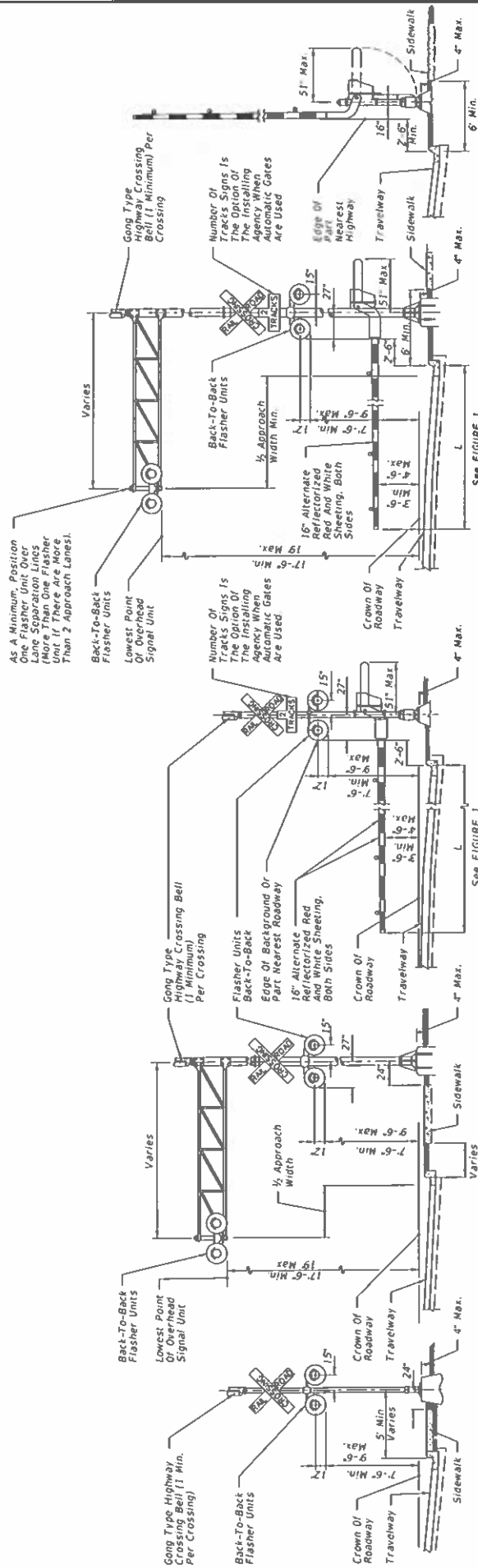


OBTUSE ANGLE

SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)

NOTES:

1. The location of flashing warning devices and stop lines shall be based on the location of the gate (for present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curved medians, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk, 0' to 6' - Locate device outside sidewalk, Over 6' - Locate device between face of curb & sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail, or 8' from and parallel to gate when present.
5. When a cantilevered-arm flashing warning device is used, the minimum vertical clearance shall be 12'-0" from above the Crown of Roadway to the lowest point of the Overhead Signal Unit.



TYPE I

TYPE II

TYPE III

TYPE IV

TYPE V

TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

REVISION:

LAST REVISION

02/05/21

FY 2023-24

STANDARD PLANS

RAILROAD GRADE CROSSING

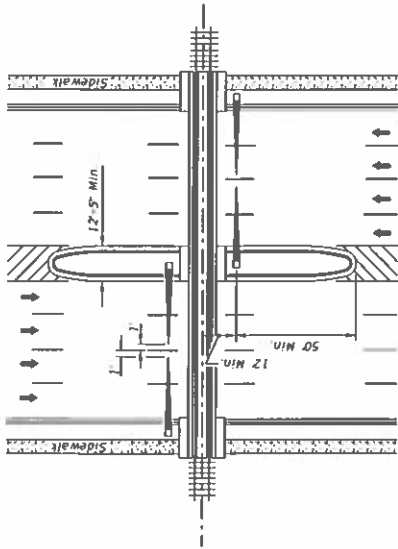
TRAFFIC CONTROL DEVICES

INDEX

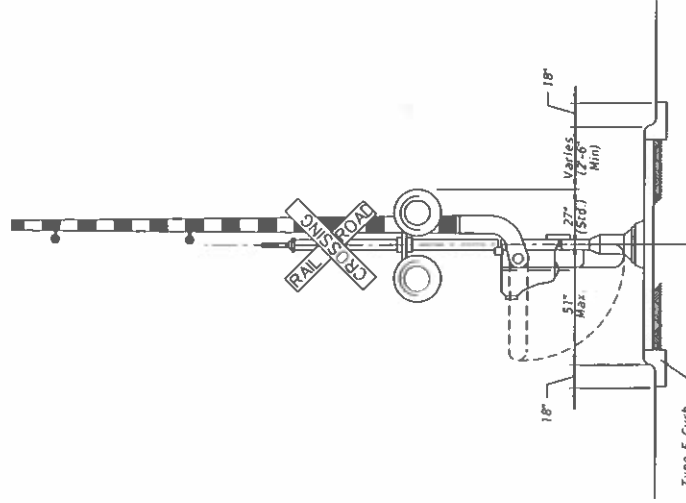
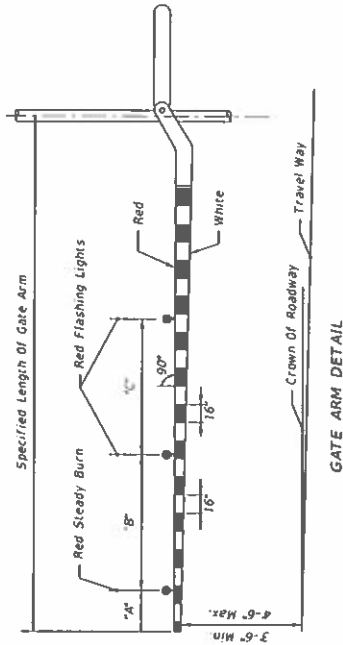
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SHEET

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PLAN



MEDIAN SECTION AT SIGNAL GATES

RAILROAD GATE ARM LIGHT SPACING				
Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"	Dimension "D"
14 Ft.	6"	36"	5'	5'
15 Ft.	18"	36"	5'	5'
16-17 Ft.	24"	36"	5'	5'
18-19 Ft.	28"	41"	5'	5'
20-23 Ft.	28"	4"	5'	5'
24-28 Ft.	28"	5"	5'	5'
29-31 Ft.	36"	6"	6'	6'
32-34 Ft.	36"	7"	7'	7'
35-37 Ft.	36"	10'	9'	9'
38 And Over	36"	10'	10'	10'

NOTE:
For additional information see the "Manual on Uniform Traffic Control Devices", Part 8: The "Traffic Control Handbook", Part VIII, and AASHTO "A Policy on Geometric Design of Streets and Highways".

————— MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS
(Three or More Driving Lanes in one Direction, 45 mph or less)

————— RELATIVE LOCATION OF CROSSING
TRAFFIC CONTROL DEVICES

DESCRIPTION:

LAST
REVISION
02/05/21



FY 2023-24
STANDARD PLANS

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

INDEX
509-070

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3 of 3

R.R. NORTH TO MAINLINE

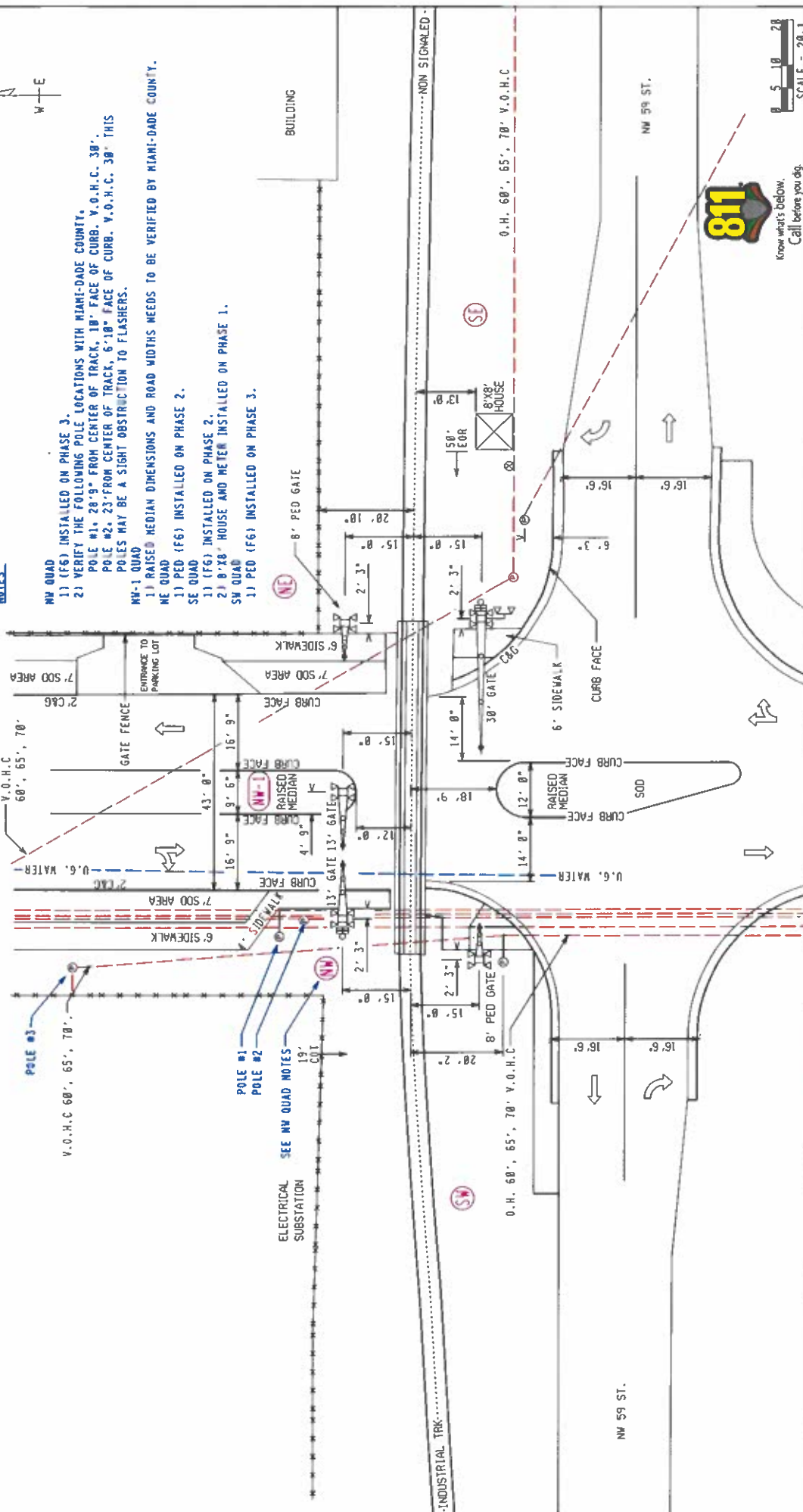
100 FT. ISLAND ONLY

100 FT. ISLAND ONLY



NOTES

- NW QUAD**
- 1) (F6) INSTALLED ON PHASE 3.
 - 2) VERIFY THE FOLLOWING POLE LOCATIONS WITH MIAMI-DADE COUNTY.
- POLE #1:** 28'-9" FROM CENTER OF TRACK, 10' FACE OF CURB. V.O.H.C. 38'.
- POLE #2:** 23' FROM CENTER OF TRACK, 6'-10" FACE OF CURB. V.O.H.C. 38'.
- POLES MAY BE A SIGHT OBSTRUCTION TO FLASHERS.
- NW-1 QUAD**
- 1) RAISED MEDIAN DIMENSIONS AND ROAD WIDTHS NEEDS TO BE VERIFIED BY MIAMI-DADE COUNTY.
- NE QUAD**
- 1) PED (F6) INSTALLED ON PHASE 2.
- SE QUAD**
- 1) (F6) INSTALLED ON PHASE 2.
 - 2) 8'x8' HOUSE AND METER INSTALLED ON PHASE 1.
- SW QUAD**
- 1) PED (F6) INSTALLED ON PHASE 3.



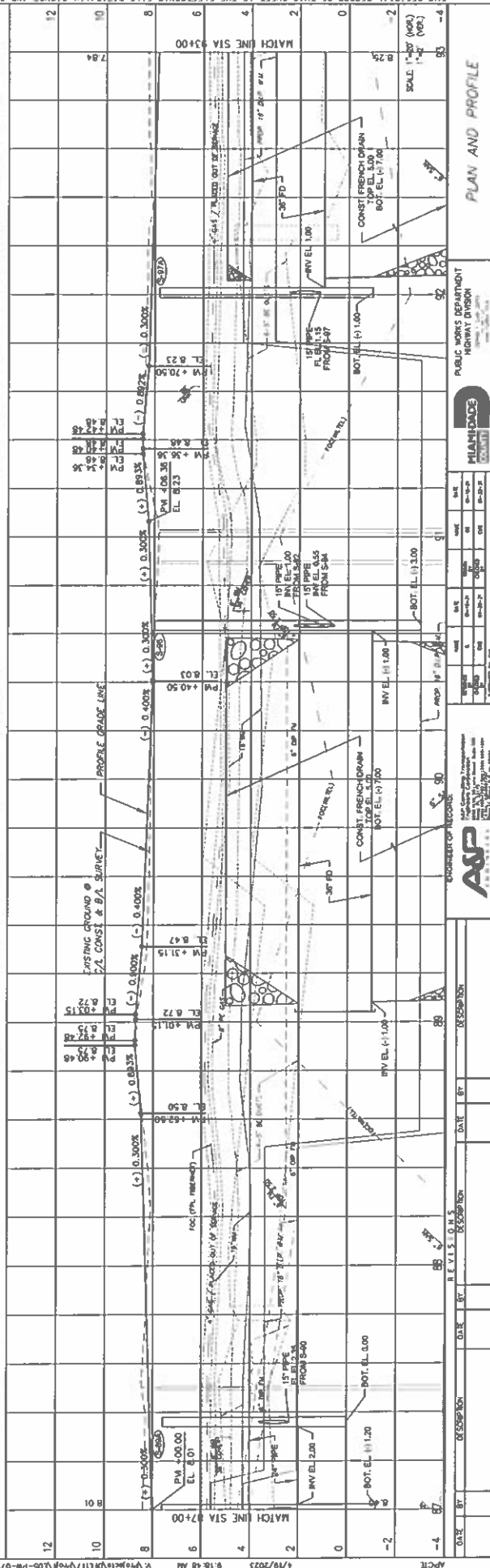
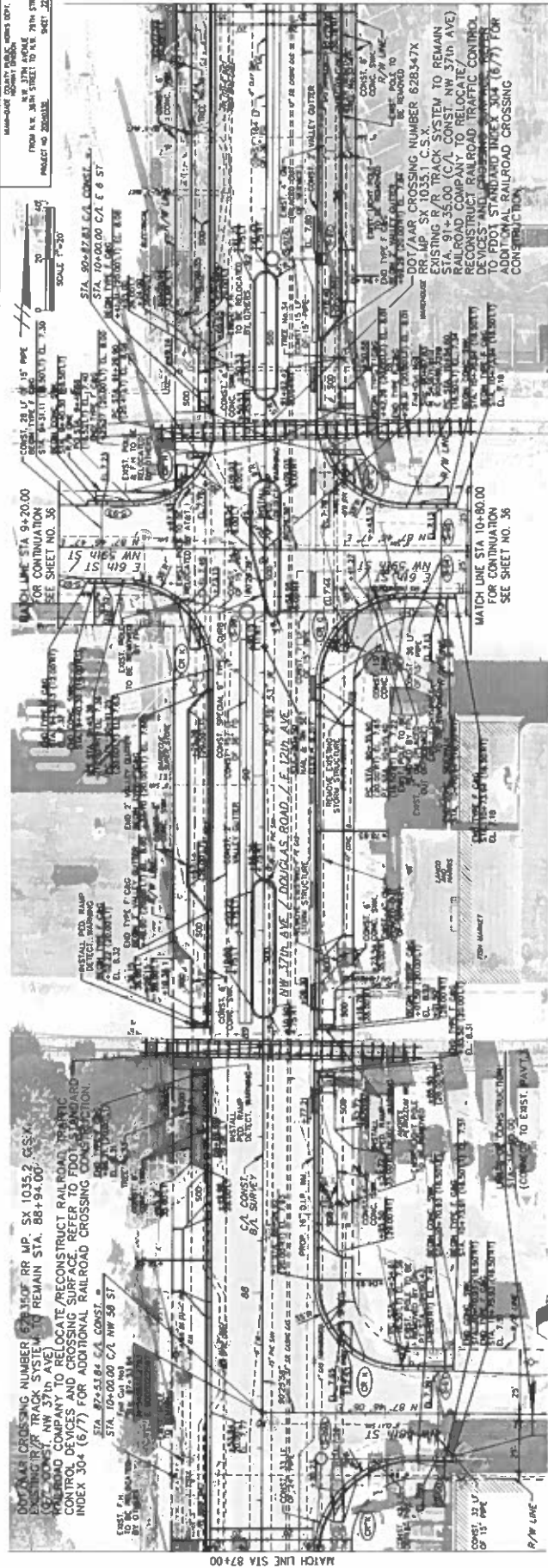
Know what's below.
Call before you dig.

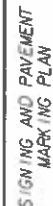
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	PRODUCED FOR	PRODUCED BY,  Wabtec Corporation	CSX ROW	GUARD RAIL	FENCE	POWER	GAS	COMMUNICATIONS	WATER	RECLAIMED WATER	SEWER	METER SERVICE	GPS COORDINATES	REVISION DATES	FILE NAME	STREET NAME	CITY & STATE	HP	DOT	PROJECT	SEC NAME	XRL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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PROPOSED CROSSING FINAL LAYOUT

DOT/RAIL CROSSING NUMBER 628347X
EXISTING R/R TRACK SYSTEM TO REMAIN STA. 88+94.00
(CROSSING NW 37th AVE)
RAILROAD COMPANY TO RELOCATE/RECONSTRUCT RAILROAD TRAFFIC
CONTROL DEVICES AND CROSSING SURFACE. REFER TO FDOT STANDARD
INDEX 304 (6/77) FOR ADDITIONAL RAILROAD CROSSING CONSTRUCTION.



PUBLIC WORKS DEPARTMENT
HIGHWAY DIVISION[illegible]

C. H. POEHL & ASSOCIATES
CORPORA, INC. ENGINEERS, INC.
1500 10th St. S.W., Suite 200
Orlando, Florida 32808
CAROLYN A. POEHL, P.E.

[illegible]



Memorandum



To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director 

Date: December 1, 2023

Re: **CITT AGENDA ITEM 7B:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST
RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) AUTHORIZE
THE EXECUTION OF A CONSTRUCTION AGREEMENT BETWEEN MIAMI-DADE
COUNTY, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR THE
RELOCATION OF RAILROAD CROSSING TRAFFIC CONTROL DEVICES AT NW
37TH AVENUE NEAR NW 59TH STREET IN THE AMOUNT NOT TO EXCEED
\$534,768.34; AUTHORIZE THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE
TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND
AUTHORIZE THE USE OF PEOPLE'S TRANSPORTATION PLAN BOND PROGRAM
FUNDS (PTP) FOR SUCH PROJECT WHICH WAS IN THE ORIGINAL EXHIBIT 1 OF
THE PEOPLE'S TRANSPORTATION PLAN (**DTPW – BCC LEGISLATIVE FILE NO.
232089**)

On November 29, 2023, the CITT voted (7-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 23-025. The vote was as follows:

Robert Wolfarth, Chairperson – Aye
Mary Street, Esq., 1st Vice-Chairperson – Aye
Hon. Peggy Bell – Aye

Omar K. Bradford, Esq. – Aye
Joseph Curbelo – Aye
Paul J. Schwiep, Esq. – Aye

Meg Daly – Absent
Qjuezari Harvey – Absent
Robert Ruano – Aye

c: Jimmy Morales, Chief Operations Officer
Bruce Libhaber, Assistant County Attorney