RESOLUTION NO. 02-109

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ACCEPTING A GRANT AWARD IN THE AMOUNT OF TWENTY FIVE THOUSAND SEVEN HUNDRED SIXTY DOLLARS FOR THE **DEVELOPMENT OF** THE **TOWN'S** TRANSPORTATION MASTER PLAN; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE TOWN AND THE METROPOLITAN PLANNING ORGANIZATION OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING TOWN OFFICIALS TO EXECUTE AND DELIVER ANY ADDITIONAL DOCUMENTS PERTAINING TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") applied for a grant from the Metropolitan Planning Organization Municipal Grant Program for the development of the Town's Transportation Master Plan (the "Grant"); and

WHEREAS, a Grant has been awarded to the Town in the amount of \$25,760; and

WHEREAS, the development of the Transportation Master Plan will require a \$25,440.00 match from the Town; and

WHEREAS, the Town Council desires to accept the Grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Acceptance of Grant Award. The Town Council hereby accepts the award of \$25,760.00 for the development of the Town's Transportation Master Plan and authorizes the Town Manager to execute a grant agreement with the Metropolitan Planning Organization.

Section 3. Execution of Agreement. The Mayor is authorized to execute and deliver the Agreement on behalf of the Town.

Section 4. Authorization of Town Officials. The Mayor, Town Manager and Town Attorney are authorized to execute and deliver any additional documents pertaining to the Agreement, to take all action necessary to implement the terms and conditions of the Agreement.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16 day of December 2002

Wayne Stato WAYNE SLATON, MAYOR

ATTEST:

BEATRIS M. ARGUELLES, CMC

TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

WEISS, SEROTA, HELFMAN, PASTORIZA & GUEDES, P.A.

TOWN ATTORNEY

Council voted 7-0 as follows:

Mayor Wayne Slaton

Vice Mayor Roberto Alonso

Councilmember Mary Collins

Councilmember Robert Meador Councilmember Michael Pizzi

Councilmember Nancy Simon

Councilmember Peter Thomson

Resolution to 2-109

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this <u>21st</u> day of <u>January</u>, 2003, by and between the Miami-Dade Metropolitan Planning Organization (MPO), hereinafter called the MPO and the *Town of Miami Lakes*, hereinafter called *MIAMI LAKES*.

That the MPO did determine that **MIAMI LAKES** is fully qualified to render the services contracted.

WITNESSETH:

ARTICLE 1.00: The MPO does hereby retain MIAMI LAKES to furnish certain services in connection with the <u>Miami Lakes Transportation Master Plan</u>, as described in Exhibit "A": "Scope of Services", Exhibit "B": "Tentative Project Schedule" and Exhibit "C": "Project Cost" attached hereto and made a part hereof as though fully recited herein.

ARTICLE 2.00: The MPO and MIAMI LAKES mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Services, Exhibit "B" Tentative Project Schedule, and Exhibit "C" Project Cost. The MPO agrees to furnish MIAMI LAKES and its duly designated representatives information including, but not limited to, existing data and projects related to the study area which may be available in other governmental offices.

MIAMI LAKES agrees to perform, in a timely and professional manner, the work elements set forth in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", "B", and "C", the MPO Director or his designee shall execute and issue *MIAMI LAKES* a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the *Miami Lakes Transportation Master Plan* as set forth in said Exhibits.

ARTICLE 3.00: The services to be rendered by MIAMI LAKES shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within one year from the date of execution and issuance of the Notice-to-Proceed.

ARTICLE 4.00: MIAMI LAKES agrees to provide Project Schedule progress reports on a monthly basis and in a format acceptable to the MPO Director. The MPO Director shall be entitled at all times to be advised, at his request, as to the status of work being done by MIAMI LAKES and of the details thereof. Coordination shall be maintained by MIAMI LAKES with representatives of the MPO. Either parties to the agreement may request and be granted a conference.

ARTICLE 5.00: In the event there are delays on the part of the MPO as to the approval of any of the materials submitted by MIAMI LAKES or if there are delays occasioned by circumstances beyond the control of MIAMI LAKES which delay the Project Schedule completion date, the MPO Director or his designee may grant MIAMI LAKES, by a letter an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of *MIAMI LAKES* to ensure at all times that sufficient contract time remains within which to complete services on the project and each major Task Group as designated with roman numerals on the Exhibits. In the event there have been delays which would affect the project completion date or the completion date of any major Task Group, *MIAMI LAKES* shall submit a written request to the MPO Director or his designee *twenty (20) days* prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The MPO Director or his designee will review the request and make a determination as to granting all or part of the requested extension. Scheduled completion dates shall be determined by the elapsed times shown in Exhibit "B" and the issue date of the Notice-to-Proceed.

In the event contract time expires and *MIAMI LAKES* has not requested, or if the MPO Director or his designee has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a

Page # 2

KO2-109

time extension is granted or all work has been completed and accepted by the MPO Director or his designee.

ARTICLE 6.00: MIAMI LAKES shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the MPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the MPO Director, such specialists as MIAMI LAKES may consider necessary. MIAMI LAKES, however, shall not sublet, assign or transfer any work under this Agreement to firms, other cities, or individuals without the written consent of the MPO Director or his designee.

ARTICLE 7.00: MIAMI LAKES shall not be liable for use by the MPO of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.

ARTICLE 8.00: All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered <u>research</u> and shall become the property of the MPO without restriction or limitation on their use; and shall be made available, upon request, to the MPO at any time. Copies of these documents and records shall be furnished to the MPO upon request, verbal or written, allowing reasonable time for the production of such copies.

SUB-ARTICLE 8.10: Records of costs incurred by MIAMI LAKES and all sub consultants performing work on the project, and all other records of MIAMI LAKES and sub consultants considered necessary by the MPO for proper audit of project costs, shall be furnished to the MPO upon request.

Whenever travel costs are included in the performance of services set forth in Exhibits "A", "B" and "C", the provisions of Metropolitan Miami-Dade County Administrative Order 6-1, shall govern *or Florida Statues, whichever is more restrictive*.

MIAMI LAKES shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by MIAMI

LAKES in conjunction with this Agreement. Failure by MIAMI LAKES to grant such public

access shall be grounds for immediate unilateral cancellation of this Agreement by the MPO

Director.

ARTICLE 9.00: MIAMI LAKES shall comply with all federal, state, and local laws and

ordinances applicable to the work or payment for work thereof, and shall not discriminate on the

grounds of race, color, religion, sex, or national origin in the performance or work under this

contract.

ARTICLE 10.00: The MPO agrees to pay MIAMI LAKES compensation as per Article 16.00 of

this Agreement and Exhibits "A", "B", and "C", attached hereto and made a part hereof.

ARTICLE 11.00: The MPO Director may terminate this Agreement in whole or in part at any time

the interest of the MPO requires such termination.

SUB-ARTICLE 11.10:If the MPO Director determines that the performance of MIAMI

LAKES is not satisfactory, the MPO Director shall have the option of (a) immediately

terminating the Agreement or (b) notifying MIAMI LAKES of the deficiency with a

requirement that the deficiency be corrected within a specified time, otherwise the Agreement

will be terminated at the end of such time.

SUB-ARTICLE 11.20: If the MPO Director requires termination of the Agreement for

reasons other than unsatisfactory performance of MIAMI LAKES, the MPO Director shall

notify MIAMI LAKES of such termination, with instructions as to the effective date of

termination or specify the stage of work at which the Agreement is to be terminated.

SUB-ARTICLE 11.30:If the Agreement is terminated before performance is completed,

MIAMI LAKES shall be paid for the work satisfactorily performed. Payment is not to exceed

the prorated amount of the total agreement amount based on work satisfactorily completed.

Town of Miami Lakes Transportation Master Plan

Page # 4

Such determination by the MPO Director or his designee shall be based and calculated upon a percentage allocation of total project cost, by major Task Group.

ARTICLE 12.00: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

ARTICLE 13.00:MIAMI LAKES warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for MIAMI LAKES, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

SUB-ARTICLE 13.10: For the breach or violation of Article 13.00, the MPO Director shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 14.00:MIAMI LAKES agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the MPO Director or his designee and securing its consent. MIAMI LAKES also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the property of the MPO. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

ARTICLE 15.00: The MPO shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

ARTICLE 16.00: Method of compensation - It is mutually agreed and understood that the following provision shall be applicable to this Agreement. MIAMI LAKES shall invoice monthly in a format acceptable to the MPO Director or his designee and shall be paid as a percent of the fixed fee equal to the portion of the service complete pursuant to each Task Order executed in accordance with Article 2.00. M IAMI LAKES shall invoice 100% of the fixed fee upon completion of all Task Orders, as indicated under Exhibit "A". The total project cost is \$51,520.00, including \$25,760.00 match from MIAMI LAKES. The compensation to be paid to MIAMI LAKES shall not exceed \$25,760.00, as indicated in Article 10.00 hereof.

SUB-ARTICLE 16.10: It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the MPO Director shall determine that reported costs by MIAMI LAKES reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within 60 days following the end of the Agreement. For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the MPO Director or his designee, whichever is later.

ARTICLE 17.00: Standards of Conduct - Conflict of Interest - MIAMI LAKES covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be reference be made a part of this Agreement as though set forth in full. MIAMI LAKES agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

ARTICLE 18.00: The MPO Director reserves the right to cancel and terminate this Agreement in the event MIAMI LAKES or any employee, servant, or agent of MIAMI LAKES is indicted or has

Town of Miami Lakes Transportation Master Plan Page # 6

direct information issued against him for any crime arising out of or in conjunction with any work

being performed by MIAMI LAKES for or on behalf of the MPO, without penalty. It is understood

and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data

prepared or obtained under this Agreement shall immediately be turned over to the MPO Director in

conformity with the provisions of Article 8.00 hereof. MIAMI LAKES shall be compensated for its

services rendered up to the time of any such termination in accordance with Article 11.00 hereof.

ARTICLE 19.00: To the extent permitted by law, and subject to the limitations included within

Florida Statutes Section 768.28, MIAMI LAKES shall indemnify and save harmless the MPO from

any and all claims, liability, losses and causes of action arising out of MIAMI LAKES' negligence

or other wrongful acts in the performance of this agreement. However, nothing herein shall be

deemed to indemnify the MPO for any liability or claims arising out of the negligence, performance,

or lack of performance of the MPO.

To the extent permitted by law, and subject to the limitations included within Florida Statutes

Section 768.28, the MPO shall indemnify and save harmless MIAMI LAKES from any and all

claims, liability, losses and causes of action arising out of the MPO's negligence or other wrongful

acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify

MIAMI LAKES for any liability or claims arising out to the negligence, performance, or lack of

performance of MIAMI LAKES.

ARTICLE 20.00: This Agreement shall be governed by and construed in accordance with the laws

of the State of Florida.

ARTICLE 21.00: Attachments: Exhibit "A", Scope of Services

Exhibit "B", Tentative Project Schedule

Exhibit "C", Project Cost

Town of Miami Lakes Transportation Master Plan Page # 7

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No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Governing Board of the Metropolitan Planning Organization. This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida. IN WITNESS WHEREOF, the parties hereto have executed these presents this 21st day of January , 2003. APPROVED AS TO FORM ATTEST: MIAMI-DADE COUNTY FLORIDA

By The Governing Board of

Director, MPO Secretariat

Metropolitan Planning the Metropolitan Planning

Organization (MPO) Organization

By:

County Manager

RO2-109

ATTEST: TOWN OF MIAMI LAKES

Miami Lakes Representative Miami Lakes Project Manager

EXHIBIT "A"

Town of Miami Lakes Transportation Master Plan

Objective

- Comment

The objective of this study is to prepare a transportation master plan for the Town of Miami Lakes to accommodate local mobility needs while enhancing the character of the community and improving the quality of life for its residents by providing viable alternatives to the automobile. The multimodal transportation master plan will be a "grassroots" effort relying upon community input to supplement transportation analyses in developing a comprehensive vision for mobility. Different modes of transportation will be considered including vehicular, transit, pedestrians, and bicyclists. Other aspects that will be taken into account include intermodal connectivity and neighborhood traffic management. The product of the plan will be a program of interrelated projects to address rising congestion and provide attractive alternatives to the single-occupant automobile as a method of transportation.

Background

The Town of Miami Lakes recently incorporated in December 2000. The Town is located in northwest Miami-Dade County and is home to approximately 22,000 residents and another 12,000 employees of businesses within the community. After 35 years of master-planned development, Miami Lakes is recognized nationally – the Town's design and amenities have earned the community numerous awards and citations, including write-ups in such publications as *Planning, Builder*, and *The Atlantic Monthly*. Despite the presence of an attractive, pedestrian-friendly downtown district, intermodal accessibility is currently lacking within the Town.

Nestled in the "big bend" of the Palmetto Expressway and adjacent to I-75's interchange with the Palmetto and Gratigny Expressways, Miami Lakes has become a magnet for the rapidly growing I-75 corridor connecting to Broward County. As a result, over the past several years the area of Miami Lakes located west of the Palmetto Expressway has experienced rapid growth. The continued growth in this area and the overall region has placed a strain on the local transportation system resulting in vehicular congestion that is degrading the quality of life for residents and negatively impacting the community's "sense of place."

The Town is in the process of completing its first comprehensive plan with the "Transportation Element" scheduled for completion by November 2002. Although the "Transportation Element" begins to provide an analysis of the existing transportation system, the transportation-related goals and objectives contained in this document will fall short of identifying specific projects to address mobility deficiencies. However, the existing transportation data complied in the "Transportation Element," which will be available by September 2002, provides a study base that can be analyzed toward the development of a transportation master plan to satisfy multimodal mobility needs.

Scope of Services

I. Intergovernmental Coordination/Public Involvement

A variety of intergovernmental coordination/public involvement activities (as outlined below) will be conducted throughout the study process so that the community may contribute to the development of the transportation master plan. These activities will help identify issues that will need to be considered in the study, assist in the development of recommendations, and help build the community consensus that will be necessary to carry the project forward to implementation.

A study advisory committee comprised of various agencies and stakeholders will be organized by the Town to meet every other month throughout the study to provide input toward the development of recommendations. At appropriate times in the study process, presentations will be made to the Town Council (maximum of two presentations) and one presentation to each of the following MPO committees: Transportation Planning Council (TPC) and Transportation Planning Technical Advisory Committee (TPTAC).

II. Data Collection and Analysis

Readily available transportation studies will be reviewed and their findings and recommendations will be documented. Key conclusions will be identified and the applicability of the prior study conclusions will be assessed.

Transportation data will be obtained from existing sources including the "Transportation Element" of the Town's Comprehensive Plan, Miami-Dade County's Comprehensive Development Master Plan, Miami-Dade County Public Works, Miami-Dade Transit, and FDOT's Transportation Statistics Office. This data will be compiled into a study database and checked for accuracy and reasonableness.

Traffic data will include the functional classification of the existing roadway network, traffic volumes, level of service, and planned and programmed improvements. Transit data will include bus service including route alignments, hours of operation, headways, ridership, and planned service expansion. Existing bicycle and pedestrian facilities will be identified, along with readily available level of service measurements and safety data for these modes. Recognizing the synergy between land use planning and multimodal transportation opportunities, land use data will be considered including existing zoning categories and development patterns, the future land use map, vacant land, and areas with redevelopment potential.

III. Determination of Needs

Based on the results of the analysis of existing transportation conditions and the development and redevelopment potential within the Town, mobility needs will be determined. Potential mobility needs may include improvements in the areas of traffic

capacity and operations, transit, bicycle, pedestrian, and neighborhood traffic management.

The study will determine areas with vehicular capacity constraints. For example, regional arterial roadways, such as Ludlum Road, and collector roads, such as Miami Lakes Drive, with interchanges to the Palmetto Expressway are heavily congested. These roadways attract both local and through traffic which impacts accessibility and travel time for the Town's residents. Residential neighborhoods will also be identified that are suffering from through traffic intrusion that is degrading the residents' quality of life.

Areas not served or under-served by transit will be identified. In general, local neighborhood and community access to the regional transit system is inadequate. Additionally, the portion of Miami Lakes located on the west side of the Palmetto Expressway is not even currently by transit.

Areas lacking adequate bicycle and pedestrian facilities will be highlighted. In particular, the Palmetto Expressway bisects the Town and acts as a barrier impeding the movement of bicyclists and pedestrians.

IV. Identification of Transportation Improvements

A series of transportation improvements will be identified to address the Town's mobility needs and facilitate the use of motorized and non-motorized transit by providing viable alternatives to the single-occupant automobile. The study will devise an array of interrelated projects aimed at satisfying the community's short and long-term transportation needs while preserving the Town's unique "sense of place."

Specific improvements may be aimed at providing additional capacity on primary facilities that accommodate regional movement and serve trips beyond the Town, thus preserving the integrity of established neighborhoods impacted by cut-through traffic. The possibility of developing an express shuttle link to provide a connection to the new Palmetto Metrorail Station will also be considered.

V. Implementation Plan

The collection of interrelated transportation projects will be prioritized into an implementation plan that outlines a recommended course of action to steer investments in the Town's transportation infrastructure. A methodology will be developed to compare individual projects against the Town's mobility goals. Order of magnitude cost estimates will be prepared for projects and potential funding sources will be identified.

The output of the implementation plan will be a prioritized schedule of multimodal transportation improvements. This program of improvements can be presented to the MPO and Florida Department of Transportation for inclusion in the County's Transportation Improvement Program, as a series of complimentary projects developed with community input through a master planning process.

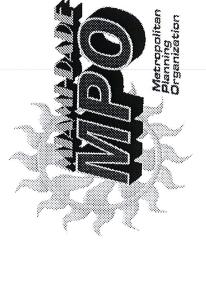
VI. Deliverables

Interim technical memoranda will be prepared during the course of the study documenting the analyses and recommendations. The study advisory committee will review these memoranda. At the study's conclusion these documents will be merged into a final report incorporating comments, feedback, and recommendations. The report will include visual aids such as maps and graphics. A brief executive summary will be prepared outlining the study methodology and recommendations.

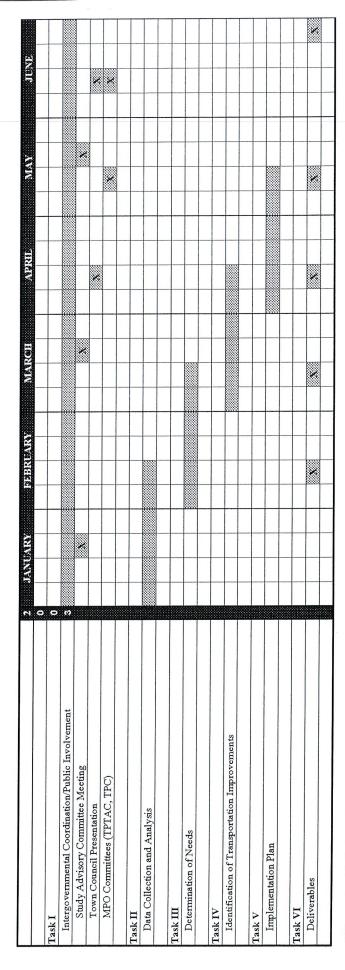
Five copies of the final report will be provided to the Miami-Dade MPO at the conclusion of the study.

EXHIBIT "B"

Town of Miami Lakes Transportation Master Plan







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EXHIBIT "C"

TOWN OF MIAMI LAKES TRANSPORTATION MASTER PLAN PROPOSED FEE BY TASK

	TOTAL HOURS
Task I - Intergovernmental Coordination/Public Involvement	4.000
Task II - Data Collection and Analysis	\$6,820.00
Task III - Determination of Needs	\$11,000.00
Task IV - Identification of Transportation Improvements	\$7,500.00 \$10,500.00
Task V - Implementation Plan	\$6,700.00
Task VI - Deliverables	\$9,000.00

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AGENDA ITEM IV.C

TO:

Honorable Chairperson and Members

MPO Governing Board

DATE:

September 17, 2002

FROM:

Steve Shiver

County Manager

SUBJECT:

Municipal Grant Program

RECOMMENDATION

The Transportation Planning Council (TPC) recommends the award of transportation planning funds for selected studies through the FY 2003 Metropolitan Planning Organization (MPO) Municipal Grant Program.

BACKGROUND

These grants are awarded annually to encourage Miami-Dade County municipalities to perform relevant transportation planning studies for community-based and cost-effective improvements.

The Municipal Grant Program Committee ranked and recommended the various municipal study proposals submitted for FY 2003. Attached, please find a copy of the selection committee's recommendations, a summary table, project evaluation criteria, and a funding allocation history on the Municipal Grant Program.

Attachments

FY 2003 MUNICIPAL GRANT PROGRAM GUIDELINES

The FY 2003 Unified Planning Work Program authorizes \$187,500 for the Municipal Grant Program, of which \$37,500 are required local match funds (20% minimum). The maximum award to municipalities is \$150,000. This funding becomes available on October 1, 2002 and will expire on September 30, 2003. Awards to municipalities will be based on a competitive basis. The following is a list of project selection criteria to be used in the selection process.

PROJECT EVALUATION CRITERIA

- 1. Level Of Service (LOS) benefits of the proposed project
- 2. Impact of mobility/traffic circulation gains
- 3. Intermodal nature of proposal
- 4 Support of the approved countywide activities of the Unified Planning Work Program for Transportation
- 5. Consistency with the applicant's local comprehensive plans

A staff committee will be established for the initial screening and recommendation of project(s) to be awarded the funds. The grants are to be ultimately approved by the MPO Governing Board.

Please be advised that it is the intent of the Board to award as many grants as possible.

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Total award \$150,000

FY 2003 UPWP MUNICIPAL GRANT PROGRAM Element Number 4.13

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Agenda Item IV.C

MPO RESOLUTION # 29-02

RESOLUTION AWARDING OF TRANSPORATION PLANNING FUNDS FOR SELECTED STUDIES THROUGH THE FY 2003 METROPOLITAN PLANNING ORGANIZATION (MPO) MUNICIPAL GRANT PROGRAM

WHEREAS, the Interlocal Agreement creating and establishing the Metropolitan Planning Organization (MPO) for the Miami Urbanized Area requires that the MPO provide a structure to evaluate the adequacy of the transportation planning and programming process, and

WHEREAS, the Transportation Planning Council has been established and charged with the responsibility and duty of fulfilling the aforementioned functions, and

WHEREAS, the TPC has reviewed the attached recommendations, made a part hereof, for the municipal grant funding and finds it consistent with federal and state requirements, and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE METROPOLITAN PLANNING ORGANIZATION FOR THE MIAMI URBANIZED AREA:

SECTION 1. That the proposed awarding of transportation planning funds for selected studies through the FY 2003 Metropolitan Planning Organization (MPO) Municipal Grant Program is hereby approved.

The foregoing resolution was offered by Board Member Hantman who moved its adoption. The motion was seconded by Jose "Pepe" Cancio, and upon being put to a vote, the vote was as follows:

Board Member Bruno A. Barreiro Board Member Jose "Pepe" Cancio, Sr. Board Member Barbara Carey-Shuler Board Member Joe J. Celestin Board Member Betty T. Ferguson Board Member Perla T. Hantman Board Member William H. Kerdyk Board Member M. Ronald Krongold Board Member Joe A. Martinez Board Member Raul L. Martinez Board Member Jimmy L. Morales	- Absent -Aye -Alsent -Absent -Aye -Aye -Aye -Aye -Absent -Absent -Absent -Absent	Board Member Dennis C. Moss Board Member Dorrin Rolle Board Member Natacha Seijas Board Member Darryl K. Sharpton Board Member Jose Smith Board Member Katy Sorenson Board Member Rebeca Sosa Board Member Javier D. Souto Board Member Arthur E. Teele, Jr. Chairperson Gwen Margolis	-Aye -Absent -Absent -Aye -Aye -Aye -Aye - Aye - Aye -Absent -Aye
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The Chairperson thereupon declared the resolution duly passed and approved this 26th day of September, 2002.

METROPOLITAN PLANNING ORGANIZATION NING ORGANIZA

Jose-Luis Mesa MPO Secretariat