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**RESOLUTION NO. 2010-19**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION IN THE AMOUNT OF \$40,000 FOR THE DEVELOPMENT OF A SAFE ROUTE TO SCHOOL STUDY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Miami-Dade Metropolitan Planning Organization (MPO) makes \$150,000 available in federal transportation planning funds for municipalities to apply for under the Unified Planning Work Program (UPWP) for transportation.

**WHEREAS**, award of these funds are made on a competitive basis and a local pledge minimum of 20% of estimated project cost is required for all applicants; and,

**WHEREAS**, the Village submitted an application to the Metropolitan Planning Organization (MPO) for FY2010 MPO Municipal Grant Program with regards to a Safe Routes to School Study; and,

**WHEREAS**, the administration is interested in implementation of projects that encourage children to walk or bicycle to their schools, activities to improve safety, reduce traffic conflicts, and mitigate environmental concerns around the four public schools within the Village Boundaries; and,

**WHEREAS**, all projects will be designed to meet the identified needs of the study, providing children with a means of safely walking or bicycling to and from school via alternative mode infrastructure like adequate bicycle and pedestrian paths, and the implantation of sidewalk along school routes; and,

**WHEREAS**, the Village is proceeding to further implement the vision outlined in its Transportation Master Plan with the development of a Palmetto Bay Safe Routes to School study and implement the provisions of the Metropolitan Planning Organization Interlocal Agreement; and,

**NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

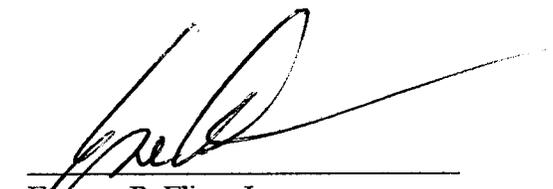
Section 1: The Village Manager is authorized to execute an Interlocal Agreement with Miami-Dade County Metropolitan Planning Organization for the provision of a Safe Routes to School Study.

Section 2: This resolution shall be effective immediately upon approval.

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PASSED AND ENACTED this 1<sup>st</sup> day of February, 2010.

Attest:   
Meighan Rader,  
Village Clerk

  
Eugene P. Flinn, Jr.,  
Mayor

APPROVED AS TO FORM:

  
Eve A. Boutsis,  
Office of Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Ed Feller YES
- Council Member Howard J. Tendrich YES
- Council Member Shelley Stanczyk YES
- Vice-Mayor Brian W. Parisier YES
- Mayor Eugene P. Flinn, Jr. YES



METROPOLITAN PLANNING ORGANIZATION  
(MPO) SECRETARIAT  
111 N.W. 1 STREET, SUITE 910  
MIAMI, FLORIDA 33128-1904  
(305) 375-4507  
FAX: (305) 375-4950

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January 25, 2010

Ms. Corrice Patterson  
Director of Public Works  
Village of Palmetto Bay  
8960 Southwest 152 Street  
Palmetto Bay, Florida 33157

SUBJECT: Notice to Proceed for Palmetto Bay Safe Routes to School Study

Dear Ms. Patterson:

Please find enclosed two copies of the Interlocal Agreement awarding the Village of Palmetto Bay up to \$40,000 to conduct the *Palmetto Bay Safe Routes to School Study*. Please have both of them signed and returned to me for execution. Call me at (305) 375-1647 or davidh@miamidade.gov if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "David Henderson". The signature is written in a cursive, flowing style.

David Henderson  
Bicycle/Pedestrian Coordinator  
Miami-Dade MPO

Enclosure

# INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Miami-Dade Metropolitan Planning Organization (MPO), hereinafter called the MPO and the *Village of Palmetto Bay*, hereinafter called **PALMETTO BAY**.

That the MPO and **PALMETTO BAY** have determined to jointly fund the *Palmetto Bay Safe Routes to School Study* and that **PALMETTO BAY** has determined to provide the services for such study and its share of the costs thereof as provided below.

## WITNESSETH:

**ARTICLE 1.00:** The MPO does hereby retain **PALMETTO BAY** to provide the services for the *Palmetto Bay Safe Routes to School Study*, which services are described in Exhibit "A": "Scope of Services", and Exhibit "B": "Tentative Project Schedule". The parties further agree that the project costs are provided in Exhibit "C": "Project Cost." The referenced exhibits are attached hereto and made a part hereof as though fully recited herein. Article 16.00 governs each party's obligations for its portion of the Project Cost.

**ARTICLE 2.00:** The MPO and **PALMETTO BAY** 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 **PALMETTO BAY** 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. **PALMETTO BAY** agrees to perform or cause to be performed, 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 **PALMETTO BAY** a Notice-to-Proceed with the work described

in said Exhibits, such work to constitute performance of the *Palmetto Bay Safe Routes to School Study* as set forth in said Exhibits.

**ARTICLE 3.00:** The services to be rendered by *PALMETTO BAY* shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within *nine (9) months* from the date of execution and issuance of the Notice-to-Proceed.

**ARTICLE 4.00:** *PALMETTO BAY* 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 *PALMETTO BAY* and of the details thereof. Coordination shall be maintained by *PALMETTO BAY* 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 *PALMETTO BAY* or if there are delays occasioned by circumstances beyond the control of *PALMETTO BAY* which delay the Project Schedule completion date, the MPO Director or his designee may grant *PALMETTO BAY*, 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 *PALMETTO BAY* 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, *PALMETTO BAY* 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 *PALMETTO BAY* 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 time extension is granted or all work has been completed and accepted by the MPO Director or his designee.

**ARTICLE 6.00:** *PALMETTO BAY* 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 *PALMETTO BAY* may consider necessary.

**ARTICLE 7.00:** The MPO shall not be liable for use by the *PALMETTO BAY* 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 research 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 *PALMETTO BAY* and all subconsultants performing work on the project, and all other records of *PALMETTO BAY* and subconsultants 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 Statutes, whichever is more restrictive.*

***PALMETTO BAY*** 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 ***PALMETTO BAY*** in conjunction with this Agreement. Failure by ***PALMETTO BAY*** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the MPO Director.

***ARTICLE 9.00: PALMETTO BAY*** 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 ***PALMETTO BAY*** 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 ***PALMETTO BAY*** is not satisfactory, the MPO Director shall have the option of (a) immediately terminating the Agreement or (b) notifying ***PALMETTO BAY*** 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 ***PALMETTO BAY***, the MPO Director shall notify ***PALMETTO BAY*** 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, ***PALMETTO BAY*** shall be paid for the work satisfactorily performed. Payment is not to exceed the prorated amount of the total share of the project costs to be paid by MPO as provided in Article 16.00 agreement amount based on work satisfactorily completed. Such determination 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:*** ***PALMETTO BAY*** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ***PALMETTO BAY***, 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:*** ***PALMETTO BAY*** 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. **PALMETTO BAY** 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:** Payment of project costs - It is mutually agreed and understood that the Project Costs shall be as provided in Exhibit C. MPO shall pay **PALMETTO BAY** 80% of such Project Costs. **PALMETTO BAY** shall be responsible for the remaining 20% of such Costs.

**PALMETTO BAY** shall invoice MPO monthly for MPO's share of Project Costs in a format acceptable to the MPO Director or his designee and shall be paid therefore on a percentage of completion basis for each Task described in the Notice-to-Proceed executed in accordance with Article 2.00. **PALMETTO BAY** shall invoice 100% of the MPO's share of the Project Cost upon completion of all Task Orders, as indicated under Exhibit "A". The total compensation to be paid by the MPO to **PALMETTO BAY** hereunder shall not exceed **\$40,000**.

**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 **PALMETTO BAY** 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 - **PALMETTO BAY** 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 referred and made a part of this Agreement as though set forth in full. **PALMETTO BAY** 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 **PALMETTO BAY** or any employee, servant, or agent of **PALMETTO BAY** is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by **PALMETTO BAY** 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. **PALMETTO BAY** 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, **PALMETTO BAY** shall indemnify and save harmless the MPO from any and all claims, liability, losses and causes of action arising out of **PALMETTO BAY'S** 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 **PALMETTO BAY** 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 **PALMETTO BAY** for any liability or claims arising out to the negligence, performance, or lack of performance of **PALMETTO BAY**.

**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", Project Schedule

Exhibit "C", Project Budget

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.

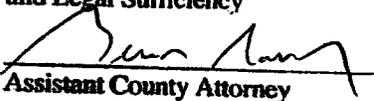
This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**ATTEST: MIAMI-DADE COUNTY FLORIDA**

**By The Governing Board of  
Metropolitan Planning Organization(MPO)**

**Approved as to form  
and Legal Sufficiency**

  
**Assistant County Attorney**

1/25/10  
**Date**

By: \_\_\_\_\_ Print Name \_\_\_\_\_

**Director, MPO Secretariat**

**ATTEST: VILLAGE OF PALMETTO BAY**

By: \_\_\_\_\_ Print Name \_\_\_\_\_

**PALMETTO BAY Authorized Representative**

Exhibit "B"

**Village of Palmetto Bay Safe Routes to School Study  
Project Schedule**

	<b>Month Task</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>1</b>	<b>Background</b>	<b>100%</b>				
<b>2</b>	<b>Advisory Committee</b>	<b>34%</b>		<b>33%</b>		<b>33%</b>
<b>3</b>	<b>Id Schools &amp;Mailing List</b>	<b>50%</b>	<b>50%</b>			
<b>4</b>	<b>Data Collection</b>		<b>30%</b>	<b>50%</b>	<b>20%</b>	
<b>5</b>	<b>Site Assessment</b>		<b>33%</b>	<b>33%</b>	<b>34%</b>	
<b>6</b>	<b>ID Safe Routes</b>			<b>50%</b>	<b>50%</b>	
<b>7</b>	<b>Recommend Improvements</b>			<b>50%</b>	<b>50%</b>	
<b>8</b>	<b>Map</b>			<b>50%</b>	<b>50%</b>	
<b>9</b>	<b>Application</b>				<b>50%</b>	<b>50%</b>
<b>10</b>	<b>Reports</b>				<b>50%</b>	<b>50%</b>
<b>11</b>	<b>Presentations</b>					<b>100%</b>

Exhibit "C"

**Village of Palmetto Bay Safe Routes to School Study  
Project Schedule Cost Breakdown**

This project can be completed for a Lump Sum of \$50,000 in a time period of six months.

The cost breakdown is as follows:

		<i>Budget</i>
Task 1	Background	\$ 500
Task 2	Form Study Advisory Committee & Coordination	\$ 500
Task 3	Identification of Priority Schools & Mailing List	\$ 500
Task 4	Data Collection	\$ 5,000
Task 5	Site Assessment	\$ 5,000
Task 6	Identification of Safe Routes	\$16,000
Task 7	Recommendation of Necessary Improvements	\$ 6,000
Task 8	Safe Routes Maps	\$ 5,000
Task 9	Safe Routes to School Funding Application	\$ 7,500
Task 10	Prepare Draft & Final Reports & Exec. Summary	\$ 3,000
Task 11	Meeting and Presentation	\$ 1,000
<i>Total</i>		\$50,000



**METROPOLITAN PLANNING ORGANIZATION  
(MPO) SECRETARIAT**  
111 N.W. 1 STREET, SUITE 910  
MIAMI, FLORIDA 33128-1904  
(305) 375-4507  
FAX: (305) 375-4950

October 1, 2009

The Honorable Eugene Flinn, Mayor  
Village of Palmetto Bay  
8950 SW 152 Street  
Palmetto Bay, FL 33157

Subject: FY 2010 Municipal Grant Program Award Notification

Dear Mayor Flinn:

On September 16, 2009, the MPO received the approval letter from the Federal Highway Administration to proceed with the MPO Board amendment to the Unified Planning Work Program (UPWP) to conduct new studies. The MPO Board at their July 23rd meeting approved the recommendations by the Municipal Grant Program Committee awarding the Village of Palmetto Bay up to \$40,000 to conduct the Safe Routes to School Study. David Henderson, MPO Project Manager, will be contacting the municipal representative with the details of the needed Interlocal Agreement. Attached is a copy of the "Condition of Award" form signed the by the municipalities representative copied below.

Thank you for participating in this fiscal year's Municipal Grant Program. We look forward in working with your staff in producing an important transportation-related end product.

Sincerely,

Jose-Luis Mesa, Director  
MPO Secretariat

c: Ron E. Williams, Municipal Representative  
Oscar Camejo, MPO Finance Manager  
David Henderson, MPO Project Manager



# Condition of Award Form

## FY2010 Municipal Grant Program

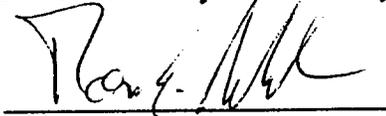
Municipality Name:	Village of Palmetto Bay
Name of Transportation Planning Study	Safe Routes To School

As a condition to awarding of funds, the recipient will abide by the following schedule in addition to the Interlocal Agreement language:

- 1 Prepare and forward to assigned MPO Project Manager Exhibits A, B and C, Scope of Services, Tentative Project Schedule and Project Costs, respectively, within one month after receipt of Award Notification letter.
- 2 Executer Interlocal Agreement within 3 months of Award Notification Letter.

I Ron E. Williams, Village Manager will hereby abide by the above stated rules and timelines as stipulated. Failure to make any deadline may result in the forfeiture of funds.

Signed:



Date:

3/3/2009

Exhibit "A"

**Village of Palmetto Bay  
MPO Municipal Grant Program  
Scope of Services  
for  
Village of Palmetto Bay Safe Routes to School Study**

The Village has taken the additional step in this application to develop and provide a Scope of Services for the Safe Routes to School Study for review by the selection committee. It is hoped that this additional work, which would be required after the project is selected would have positive influence on attaining funding.

**APPROACH**

Palmetto Bay has designed this scope of service to mirror the FDOT and MPO Safe Routes to School Process currently being used. The Village understands that the purpose of this study is two fold. The first is to prepare a Safe Routes to School plan for its four (4) schools that have identified the need for a Safe Route within the school attendance boundary. This will include infrastructure improvements along the Safe Route to and from the school, as well as cost estimates. The second phase is to prepare the FDOT Safe Routes to School Infrastructure Funding Applications for each school, for particular items that are not within Village jurisdiction. Otherwise many of the identified improvements can be made by the Village itself through the regular capital improvement plan process.

The Safe Routes to School Program is a national program that was developed to encourage children to walk and bicycle to school. Planners acknowledge that to be successful the program would have to develop safer and more appealing transportation alternatives for children. Without incentives provided by the SAFETEA-LU legislation, which will contribute over \$600 million in Federal-aid highway funds to State governments before the end of 2009, it is unlikely much impact would be made. The money is focused on making it safer and easier for children to walk or bicycle to and from school. It will facilitate the planning, development, and implementation of projects and activities to improve safety, reduce traffic conflicts, and mitigate environmental considerations. As such, MPO's across the nation have begun developing and implementing programs.



The desired outcomes of such a program are wide ranging, dealing with congestion, health, environmental and other quality of life issues. They include:

- Increased bicycle, pedestrian, and traffic safety
- More children walking and bicycling to and from schools
- Decreased traffic congestion
- Improved childhood health
- Reduced childhood obesity
- Encouragement of healthy and active lifestyles
- Improved air quality
- Improved community safety
- Reduced fuel consumption
- Increased community security
- Enhanced community accessibility
- Increased community involvement
- Improvements to the physical environment that increase the ability to walk and bicycle to and from schools
- Increased interest in bicycle and pedestrian accommodations throughout a community
- Improved partnerships among schools, local municipalities, parents, and other community groups, including non-profit organizations

This project is geared toward addressing the public schools in Palmetto Bay and moving them through the process as set up in previous MPO or FDOT efforts. Initial stages will involve coordination with the School Board, local school principals and PTSA's, Miami Dade County Public Works, Palmetto Bay's Public Works Department and FDOT.

In Palmetto Bay there are a number of issues that generally exist around schools that make them hazardous for pedestrians. During cursory tour of one local elementary school a hand full of issues were spotted. One neighborhood street has a 50' right of way, but only 20' of pavement as a driving surface, and now sidewalk. The swale has been encroached on by several plantings, which have not left adequate space for parking. Vehicles are forced to park on an angle, which leaves them partially blocking the travel lanes. There is no room for children to walk to the school, except for in the travel lane, which has now been encroached on by parked vehicles. As traveling vehicles enter the blocked travel lanes, with limited site distance, a real life/safety hazard is created.

On another street a similar condition exists where residential plantings have encroached upon the swale, eliminating the space for a sidewalk. This condition also happens at a corner. Pedestrians walk very close to the street, at a blind corner, creating the potential for horrible accidents.

On a third street in the area a pedestrian would walk on the swale to connect with the sidewalk leading to the school is blocked by a utility pole and guy wires, forcing pedestrians into a situation where they need to walk in the street, during the busy arrival period.

Other issues include sidewalks that are not to code, and potentially nothing more than haphazard asphalt trails. Often where sidewalks do exist, they are encroached upon by poorly parked vehicles, which are left to park in inadequate parking areas. It is no wonder that parents feel

unsafe walking or biking their children to schools. It is often an unfriendly environment. All these situations can be remedied care mandated through the Safe Routes Program.

## **TASKS**

### **Task 1: Background**

#### Procedures Manual

The initial FDOT procedures manual set forth in 2005, is most important to the long term success of the program, because it was developed based on the research conducted for this study and tested with the experience gained from a pilot study undertaken several years ago. The procedures manual defined the recommended methodology for developing the program in our county, which include:

- Establishing a Technical Advisory Committee
- Conducting user surveys
- Data collection and field reviews
- Evaluation of alternative routes
- Development of preliminary safe routes, reviews and final designation
- Production and distribution of Safe Routes maps

The manual also focused on creating physical improvements to the area surrounding a school, reducing speeds, and establishing safer crosswalks and viable pathways as well as improvements on those pathways such as: sidewalks, school zone signing, flashing signals, crosswalk striping, pedestrian signal and push buttons.

A procedure was established to aid in developing a Safe Routes to School program. It is this procedure that will be used to identify and create Safe Route maps for schools during Palmetto Bay Study. It set forth basis for the technical review and agency coordination, described the data collection effort necessary for developing Safe Routes to School, and outlined the criteria that should be used in determining the Safe Routes.

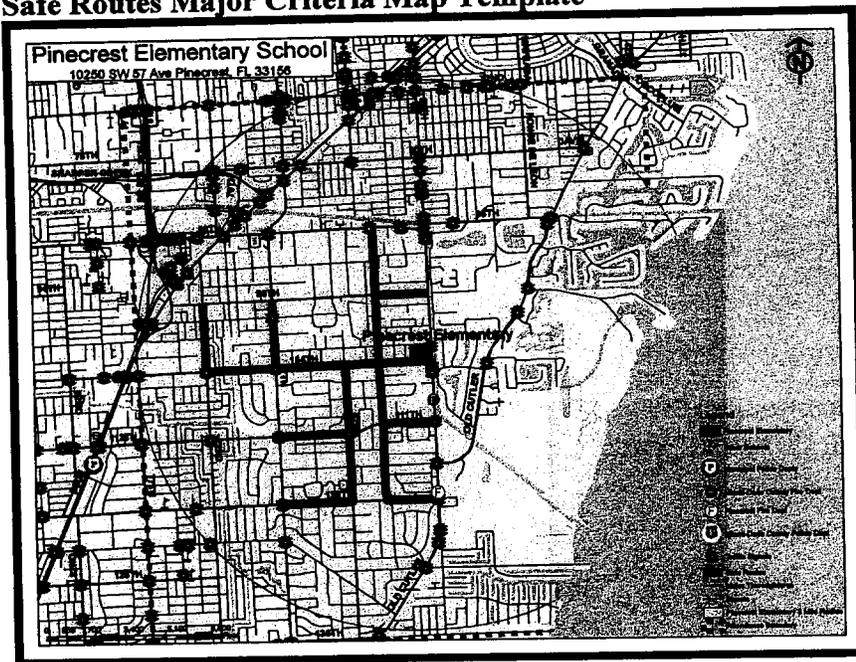
It recommended undertaking an attitudinal and mode split survey, examining the existing physical conditions, contacting the stakeholders, coordination with various governmental agencies both at the local and county levels. It determined the appropriate size of the study area, and specified the basic data that needed to be collected within that area. Data to be collected includes information on:

- Roadway facilities
- Pedestrian facilities
- Traffic control devices
- Land use
- Traffic volumes

- Pedestrian crashes

All this data is to be verified through extensive on sight inspections and then displayed on a GIS base map.

### Safe Routes Major Criteria Map Template



A criterion was also developed for actual Safe Route selection. This specifies that the routes should be designed from the outer school project limit inwards to the school, yet be cognizant of the fact that different routes may be needed to and from a facility. Routes need to be evaluated based on a set of desirable major and other criteria that were established. The criteria considered in the evaluation included:

- Major Criteria
- Major arterial crossings
- Speeds in adjacent travel lanes
- Proximity of adjacent traffic and/or physical barrier protection
- Major obstacles (e.g. railroad tracks and canals)
- Security issues
- Pedestrian facilities, including ADA compliance
- Sight distance
- Traffic control devices

#### Other Criteria

- Number of crossings, (driveways and street crossings)
- Proximity of police stations or other prominent government/community buildings
- Street lighting

- Other specific location criteria

Safe Route maps templates were developed which included:

- School location
- Attendance boundary
- Arrows depicting the safe routes
- Street names
- Traffic signals
- Railroads
- Bodies of water
- Parks
- Fire/police stations
- Other government and community buildings

Once this information has been gathered and analyzed an application to FDOT can be undertaken. The Village has developed examples of the mapping that would be produced as part of this study.

### **FDOT Application and Guidelines**

Following Federal Highway Administration (FHWA) recommendations, FDOT has developed an application and application guidelines to instruct potential recipients in the approval process.

Federal Highway Administration recommends that efforts incorporate five components, called the “5 E’s”. They are:

- **Engineering** – Creating operational and physical improvements to the infrastructure surrounding schools that reduce speeds and potential conflicts with motor vehicle traffic, and establish safer and fully accessible crossings, walkways, trails and bikeways.
- **Education** – Teaching children about the transportation choices, instructing them in important bicycling and walking safety skills, and launching driver safety campaigns in the vicinity of schools.
- **Encouragement** – Using events and activities to promote walking and bicycling.
- **Enforcement** – Partnering with local law enforcement to ensure traffic laws are obeyed in the vicinity of schools (this includes enforcement of speeds, yielding to pedestrians in crossings, and proper walking and bicycling behaviors), and initiating community enforcement such as crossing guard programs.
- **Evaluation** – Monitoring and documenting outcomes and trends through the collection of data, including the collection of data before and after the intervention.

Eligible schools are public and private schools serving Kindergarten through 8th grade. Projects and activities that have the best chance of being selected for funding under the program are those that incorporate all of the key elements referred to in the five E’s.

Applicants are required to summarize in their application what they have already done and what they plan to do to address each of the E's. Evaluation is an integral part of the process, and is required both in the application phase and the implementation phase, for projects and activities selected. The pre-application data-gathering includes such information as:

- How students currently travel to and from school
- What conditions in the school zone or immediately around the school site discourage children from walking or bicycling to or from school
- What conditions within a two-mile radius of the school discourage children from walking or bicycling to or from the school
- Opinions of parents: about these conditions and allowing children to walk or bicycle to or from school
- What solutions the evaluators recommend to solve identified problems

Eligible projects include:

- **Pedestrian facilities:** Includes new sidewalks and other pathways, sidewalk widening, and sidewalk gap closures.
- **Traffic calming:** Includes roundabouts, bulb-outs, speed humps, raised crosswalks, raised intersections, median refuges, narrowed traffic lanes, lane reductions, full- or half-street closures, and other speed reduction techniques.
- **Traffic control devices:** Includes new or upgraded traffic signals, crosswalks, pavement markings, traffic signs, flashing beacons, bicycle-sensitive signal actuation devices, pedestrian countdown signals, pedestrian activated signal upgrades, and all other pedestrian- and bicycle related traffic control devices.
- **Bicycle facilities:** Includes new or upgraded bike lanes, and shared-use paths.

Important points to remember are that:

- Proposed projects must be designed to meet an identified need that is preventing children from walking or bicycling safely to and from school.
- Proposed projects must be within a two-mile radius of the participating school. Generally, the closer the project is to the school, the more likely it is to increase the numbers of children bicycling or walking to and from school.
- Proposed projects must be located on public property.
- Construction materials used must be on FDOT's Approved Product List (for traffic signals and other electronic devices)
- For use of any traffic control devices that require minimum 'warrants' to be satisfied prior to their installation, warrant sheets must be attached to the application.
- Use of traffic control devices must be consistent with the current Manual of Uniform Traffic Control Devices, unless the applicant receives experimental approval from Federal Highway Administration.
- Each school requires separate application.

## **Task 2: Form Study Advisory Committee and Coordination**

Palmetto Bay will form an advisory committee consisting of each school, the MPO, and where applicable, MDCPS, MDCPW, and FDOT. For each school the Village will set up an on-site meeting to review the inventory, mapping, actual safe route development, as well as the application. This will be done at project initiation and prior to the submission of the application. Additionally, the Village will prepare and deliver a brief PowerPoint presentation that summarizes the project and results to the Bicycle/Pedestrian Advisory Committee (BPAC), and Transportation Planning Council (TPC).

### **Task 3: Identification of Priority School**

The Village will examine the schools within its boundaries which include:

#### Public Schools:

Coral Reef Elementary  
Howard Drive Elementary  
Perrine Elementary  
Southwood Middle School

#### Private Schools:

Alexander Montessori School  
Palmetto Bay Christian Academy  
Waldorf International School

### **Task 4: Project Mailing List**

The Village will develop a mailing list for each studied school that will include the principal, PTA president, district County Commissioner, district School Board member, and local municipal representative (if necessary). Each will be notified of the project in writing, and met with individually to discuss the projects within their area. Each will be kept updated on the projects progress.

### **Task 5: Data Collection**

Integral to understanding travel patterns and actual local attitudes toward walking and bike riding to school, the Village will prepare and distribute a survey on student travel and parental attitudes and tabulate the results. It is well noted that many parents are concerned with allowing their children to travel to school unattended. Through the development of many local transportation master plans which have addressed the subject, the Village understands that parents fear may be less due to vehicular safety than to personal security. This survey will be designed to understand parent's thoughts toward this mode of travel. If the schools Safe Routes map and improvements are selected, the travel patterns shall be resurveyed several months after projects are implemented to measure changes in the travel patterns. The survey shall be the one specified in the MPO Procedures Manual as displayed on the following page.

# SURVEY FORM TEMPLATE

*In an effort to improve student safety in and around our schools, The Village of Palmetto Bay in coordination with the Miami-Dade County Metropolitan Planning Organization, in collaboration with Miami-Dade County Public Schools and other governmental agencies, is looking for ways to reduce the amount and speed of cars, improve walking and bicycling conditions and encourage enforcement and safety education programs. Please help us by providing your opinions to the following questions.*

1. What grade is your child in? \_\_\_\_

2. Approximately how far does your child travel to school?  
\_\_ ½ mile or less \_\_ ½ mile to 1 mile \_\_ between 1 to 2 miles \_\_ over 2 miles

3. How does your child usually travel to and from school: (put a check in the appropriate box)

Arrival Dismissal

- a. walk
- b. bicycle
- c. car
- d. school bus
- e. private bus
- f. city bus
- g. other (please explain) \_\_\_\_\_

4. Which of the following factors would influence your decision to allow your child to walk or bicycle to school. **Please circle YES(Y) or NO(N).**

- a. Schools provided walking and bicycling route maps to parents and students. **Y N**
- b. Additional crossing guards were provided at busy intersections. **Y N**
- c. There were continuous sidewalks or bike paths from my neighborhood to the school. **Y N**
- d. Bicycle/pedestrian pathways separated from traffic. **Y N**
- e. There were fewer cars around where children are walking to school. **Y N**
- f. Speed limits were strictly enforced in school speed zones. **Y N**
- g. School speed zones were marked with flashing signals. **Y N**
- h. There was better street lighting along routes to school. **Y N**
- i. A greater presence of police officers and safety monitors along safe routes. **Y N**
- j. Designated safe route signs along safe route paths at children's eye level. **Y N**
- k. There were painted footsteps designating safe routes along sidewalks. **Y N**

5. Please identify specific safety problems of concern to you in your neighborhood or around your child's school (i.e. broken sidewalks, dangerous street crossings, crime areas, railroad crossing, high-speed vehicles) and indicate their locations.

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6. Please write down any additional factors that might influence your decision to let your child walk or bicycle to school:

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*Thank you for your participation. Please return this survey to your child's teacher.*

For the initial GIS Map for the Safe Routes program the Village will collect the major criteria, other criteria and basic Safe Routes information including:

#### Major Criteria

- Major arterial crossings
- Speeds in adjacent travel lanes
- Proximity of adjacent traffic and/or physical barrier protection
- Major obstacles (e.g. railroad tracks and canals)
- Security issues
- Pedestrian facilities, including ADA compliance
- Sight distance
- Traffic control devices

#### Other Criteria

- Number of crossings, (driveways and street crossings)
- Proximity of police stations or other prominent government/community buildings
- Street lighting
- Other specific locational criteria

Safe Route maps templates were developed which included:

- School location
- Attendance boundary
- Arrows depicting the safe routes
- Street names
- Traffic signals
- Railroads
- Bodies of water
- Parks
- Fire/police stations
- Other government and community buildings

#### **Task 6: Site Assessment**

All data collected in the previous task will be verified through extensive field investigation and modified as necessary. The Village will assess the areas deficiencies as they relate to pedestrian facilities, traffic calming, traffic control devices, and bicycle facilities.

#### **Task 7: Identification of Safe Routes**

Safe routes to the school from the surrounding residential neighborhoods and back will be developed based on the collected data and site assessments and focused on the physical improvements as noted above. This identification will take care to address the 5 E's :Engineering, Education, Encouragement, Enforcement, and Evaluation.

All proposed projects will be designed to meet the identified need that is preventing children from walking or bicycling safely to and from school, as seen from the survey or collected data. Each will be within a two-mile radius of the participating school, placing an emphasis on projects closer to the school. Each project will be located on public property. As each is designed, the construction materials specified will be on FDOT or County Approved Product Lists. Any traffic control devices will have warrant analysis performed and attached to the application. These devices will be consistent with the current Manual of Uniform Traffic Control Devices, unless the applicant receives experimental approval from Federal Highway Administration.

**Task 8: Recommendation of Necessary Improvements**

The recommended improvements will be listed and priced in terms of their design and construction.

**Safe Routes to School, Individual Project Cost Template**

Number	Project	Extents	Cost
1	New Sidewalk	152 St, 82 Ct to 82 Ave	\$45,000
2	Miniature Traffic Circle	82 <sup>nd</sup> Ave, South of 136 St	\$200,000
3	Pedestrian Countdown Signal	77 Ave / 152 St	\$85,000
TOTAL			\$330,000

**Task 9: Safe Route Map**

A GIS Safe Route Map will be prepared including the following elements:

- School location
- Attendance boundary
- Arrows depicting the safe routes
- Street names
- Traffic signals
- Railroads
- Bodies of water
- Parks
- Fire/police stations
- Other government and community buildings
- Actual Safe Route and noted recommendations

**Task 10: Safe Routes to School Funding Application**

Once the map is completed, the Village will prepare an “Safe Routes to School Infrastructure Improvement” funding application for each studied school. The application will describe what has action and what action is to be taken and how those improvements will address each of the 5 E’s. The application will be filled out in a concise manner within the prescribed limitation of 20 pages, and shall be geared to adequately address the following selection criteria:

- Potential of the proposed project to increase the number of children walking and bicycling to school
- High numbers of students walking or bicycling to school in hazardous conditions
- Schools that demonstrate a high level of interest in supporting walking and bicycling to school
- Schools that are willing to participate fully in the project
- Schools that need financial assistance to complete feasible bikeway or pathway connections to neighborhoods or parks
- Potential of the proposed project to reduce child injuries and fatalities
- Identification of safety hazards
- Demonstrated need for the project
- Demonstrated school and community support for the project
- Constructability, including right of way constraints
- Possible alternative locations for projects facing constructability problems
- Consideration is also given to the means of addressing Education, Encouragement, Enforcement, and Evaluation, as well as other factors relating to the proposed project, which are deemed necessary to promote the pedestrian and bicycle safety of children in and around school areas.

#### **Task 11: Prepare Draft and Final Reports and Executive Summary**

The Village will summarize the project in a brief report that includes the data collected, field reviews, surveys, recommended safe routes, detailed individual improvements, cost estimates, Safe Routes map, and applications.

#### **Task 12: Meetings and presentations**

In addition to meetings necessary to execute the project the Village will make a PowerPoint presentation that summarizes the project and results to the Bicycle/Pedestrian Advisory Committee (BPAC) and Transportation Planning Council (TPC), as necessary.

Exhibit "B"

**Village of Palmetto Bay Safe Routes to School Study  
Project Schedule**

	<b>Month</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>1</b>	<b>Background</b>	<b>100%</b>				
<b>2</b>	<b>Advisory Committee</b>	<b>34%</b>		<b>33%</b>		<b>33%</b>
<b>3</b>	<b>Id Schools</b>	<b>50%</b>	<b>50%</b>			
<b>4</b>	<b>Mailing List</b>		<b>100%</b>			
<b>5</b>	<b>Data Collection</b>		<b>30%</b>	<b>50%</b>	<b>20%</b>	
<b>6</b>	<b>Site Assessment</b>		<b>33%</b>	<b>33%</b>	<b>34%</b>	
<b>7</b>	<b>ID Safe Routes</b>			<b>50%</b>	<b>50%</b>	
<b>8</b>	<b>Recommend Improvements</b>			<b>50%</b>	<b>50%</b>	
<b>9</b>	<b>Map</b>			<b>50%</b>	<b>50%</b>	
<b>10</b>	<b>Application</b>				<b>50%</b>	<b>50%</b>
<b>11</b>	<b>Reports</b>				<b>50%</b>	<b>50%</b>
<b>12</b>	<b>Presentations</b>					<b>100%</b>

Exhibit "C"

**Village of Palmetto Bay Safe Routes to School Study  
Project Schedule Cost Breakdown**

This project can be completed for a Lump Sum of \$50,000 in a time period of six months.

The cost breakdown is as follows:

		<u>MPO</u>	<u>Village of Palmetto Bay</u>
Task 1	Background	\$400	\$100
Task 2	Form Study Advisory Committee & Coordination	\$400	\$100
Task 3	Identification of Priority Schools	\$0	\$0
Task 4	Project Mailing List	\$400	\$100
Task 5	Data Collection	\$4,000	\$1,000
Task 6	Site Assessment	\$4,000	\$1,000
Task 7	Identification of Safe Routes	\$13,000	\$3,000
Task 8	Recommendation of Necessary Improvements	\$5,000	\$1,000
Task 9	Safe Routes Maps	\$4,000	\$1,000
Task 10	Safe Routes to School Funding Application	\$5,500	\$2,000
Task 11	Prepare Draft & Final Reports & Exec. Summary	\$2,500	\$500
Task 12	Meeting and Presentation	\$800	\$200
	<b>Total</b>	<b>\$40,000</b>	<b>\$10,000</b>