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3 **RESOLUTION NO. 2012-14**

4 **A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF**
5 **PALMETTO BAY, FLORIDA, RELATING TO SAFE ROUTES TO**
6 **SCHOOL AUTHORIZING THE VILLAGE MANAGER TO EXECUTE**
7 **THE LOCAL AGENCY PROGRAM AGREEMENT WITH THE**
8 **FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING**
9 **THE VILLAGE MANAGER TO EXECUTE THE NECESSARY**
10 **DOCUMENTS OR AGREEMENTS IN ASSOCIATION WITH THE**
11 **VILLAGE'S PARTICIPATION IN THE LOCAL AGENCY PROGRAM;**
12 **AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS**
13 **NECESSARY FOR PARTICIPATION IN THE LOCAL AGENCY**
14 **PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

15 **WHEREAS,** The Village of Palmetto Bay contracted with The Corradino Group to prepare
16 a Safe Routes to School Study for the Village of Palmetto Bay; and,
17

18 **WHEREAS,** Safe Route projects were developed for Howard Drive Elementary based on
19 the steering committees input, review of several planning factors including examination of the
20 school boundary, aerial photography, existing and future land uses, crash data, traffic counts, post
21 speed limits, and location of traffic control devices; and,
22

23 **WHEREAS,** he final report documents and recommendations of the SRTS were accepted
24 by Village Council at the April 2011 Council meeting; and,
25

26 **WHEREAS,** Florida Department of Transportation receives millions of dollars for use on
27 SRTS projects each fiscal year; and,
28

29 **WHEREAS,** Since FDOT plans its work according to a 5-year Work Program, they
30 solicited projects in FY 2010-2011 to be funded through FY 2016 in anticipation that the SRTS
31 Program will be continued in the next Transportation Act; and,
32

33 **WHEREAS,** The Department with the support of Miami-Dade County Public Schools
34 submitted a SRTS infrastructure funding application for Howard Drive Elementary, Coral Reef
35 Elementary and Perrine Elementary to FDOT in April of 2011 to solicit funding to implement the
36 recommendations of the individual SRTS studies; and,
37

38 **WHEREAS,** The Village of Palmetto Bay received FDOT Funding in an amount of
39 \$5,670.00 – Funding Year Design 2012 Const. /CEI 2013 for Project No. 431502 _ Village of
40 Palmetto Bay – Howard Drive Elementary Priority 1 projects; and,
41

42 **WHEREAS,** SRTS funds are administered through the seven FDOT Districts and overseen
43 by the State Safe Routes to School Coordinator; and,
44

1 **WHEREAS**, The Village as the maintaining agency is responsible for entering into a Local
2 Agency Program agreement with FDOT to design, construct, and/or maintain the project; and,
3

4 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
5 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
6

7 **Section 1:** The Village Manager is authorized to execute the necessary documents or
8 agreements in association with the Village's participation in the Local Agency Program ("LAP") and
9 further authorizing Village officials to take all steps necessary for participation in the local agency
10 program ("LAP").
11

12 **Section 2:** This resolution shall take effect immediately upon approval.
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14
15 **PASSED and ADOPTED** this 6th day of February, 2012.
16

17
18
19 ATTEST:

20 
21 Meighan Alexander
22 Village Clerk
23

24 
25 Shelley Stanczyk
26 Mayor
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29
30
31 **READ AND APPROVED AS TO FORM:**
32

33 
34 Eve Boutsis
35 Village Attorney
36

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43 **FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore	<u>YES</u>
Council Member Howard J. Tendrich	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor Brian W. Pariser	<u>YES</u>
Mayor Shelley Stanczyk.	<u>YES</u>



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

1000 NW 111 Avenue
Miami, Florida 33172-5800

RECEIVED
ANANTH PRASAD, PE
SECRETARY

October 19, 2011

OCT 26 2011

Applicant

Jaime G. Torrens
Chief Facilities Officer
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Room 923
Miami, FL 33132

Sponsor

Ron E. Williams
Village Manager
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

**VILLAGE MANAGER'S OFFICE
RON E. WILLIAMS**

Dear Mr. Torrens and Mr. Williams,

We are pleased to announce the selection of the following schools (listed in the table below) for funding improvements requested through the Florida Department of Transportation (FDOT) Safe Routes to School (SRTS) Program. The following table below shows the FDOT project numbers, school names, allocated funds, and the funding years for proposed improvements. Please note that the cost for the overall improvements for these schools shall not exceed the allocated funding.

FM Number	Schools	Funding Amount	Funding Years
431500-1	Coral Reef Elementary School (Priority 1)	\$ 133,160.00	Design 2013 Const. /CEI 2014
431502-1	Howard Drive Elementary School (Priority 1)	\$ 5,670.00	Design 2012 Const. /CEI 2013
431503-1	Perrine Elementary School	\$ 471,360.00	Design 2015 Const. /CEI 2016

The funding of these projects is subject to the availability of Federal SRTS funds, and an annual appropriation by the Legislature (spending authority). If major changes are made to the SRTS Program in the next Transportation Bill, it is possible that some planned projects may have to be delayed, funded through other means, or not funded. Please note that the SRTS projects are not funded up front. The project funds are reimbursed to the Maintaining Agency (Village of Palmetto Bay in this case) following documentation of completion of the project, or of each phase of the project.

We appreciate the effort that has been put into these applications for this project and will be happy to work with you on every phase as it develops. We welcome the Maintaining Agency to submit a Local Agency Program (LAP) Agreement to FDOT for execution. Once the LAP Agreement is executed, we will work with you to finalize the scope and schedule for these projects. Monthly progress meetings shall be required during the design and construction phases of this project. Please contact Danny Iglesias, FDOT LAP Coordinator, at danny.iglesias@dot.state.fl.us or Peter Medico at peter.medico@dot.state.fl.us for additional information regarding LAP Agreements. Please be aware that any modifications to the scope must follow SRTS guidelines, be justified, and submitted to the District for approval. Please refer to http://www.dot.state.fl.us/safety/SRTS_files/SRTS.shtm for additional information on the FDOT SRTS Program.

Please do not hesitate to contact our office if you have any questions.

Sincerely,



Misleidys Leon, P.E.
District Safety Engineer
SRTS Infrastructure Project Manager
Traffic Operations Office, Room 6206 A
Phone Number: (305) 470-5335



Carlos Sarmiento
Community Traffic Safety Team Coordinator
SRTS Non-Infrastructure Project Manager
Traffic Operations Office, Room 6206 A
Phone Number: (305) 470-5839

Cc: Debora Rivera, Omar Meitin, Harvey Bernstein, Vivian Villamil, David Henderson, Danny Iglesias, Peter Medico, Esther Calas, Harold Desdunes, Teresita Alvarez, Ivette Funtanellas.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: 431502-1	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____

Data Universal Number System (DUNS) No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Village of Palmetto Bay hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the installation of plastic delineators on SW 78th Court 25LF south of SW 136th Street, Turn restriction signage in front of Howard Drive Elementary, and paint missing crosswalks at various intersections as detailed on the attached spreadsheet and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A & B are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2012. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 5670.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, 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 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 funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 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 \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, Florida 33172
Attention: Ms. Vicki Gatanis
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, Florida 33172

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

Attention: Ms. Vicki Gatanis

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, Florida 33172
Attention: Ms. Vicki Gatanis

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, Florida 33172
Attention: Ms. Vicki Gatanis

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, Florida 33172
Attention: Ms. Vicki Gatanis

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT - 08/11
Page 7

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for

the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will 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 Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: 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 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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 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.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: 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.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency 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 Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name:
Title:

Attest: _____
Title:

Attest: _____
Title:

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$ 5,670.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
08/06
Page

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 431502-1

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
The Village of Palmetto Bay, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157

Dated _____

PROJECT LOCATION: Within a 1/2 mile radius of Howard Drive Elementary School

The project ___ is X___ is not on the National Highway System.

The project ___ is X___ is not on the State Highway System.

PROJECT DESCRIPTION:

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) PD & E Study to be completed by N/A.
- b) Design to be completed by CEI.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by 30 - 90 days after notice to proceed from FDOT.
- f) Construction to be completed by December 31, 2012.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Village of Palmetto Bay, Public Works Department 9705 E. Hibiscus Street Miami, Florida 33157	FPN: 431502-1
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PROJECT DESCRIPTION

Name: Village of Palmetto Bay Safe Routes to School Project Length: _____
 Termini: Howard Drive Elementary School

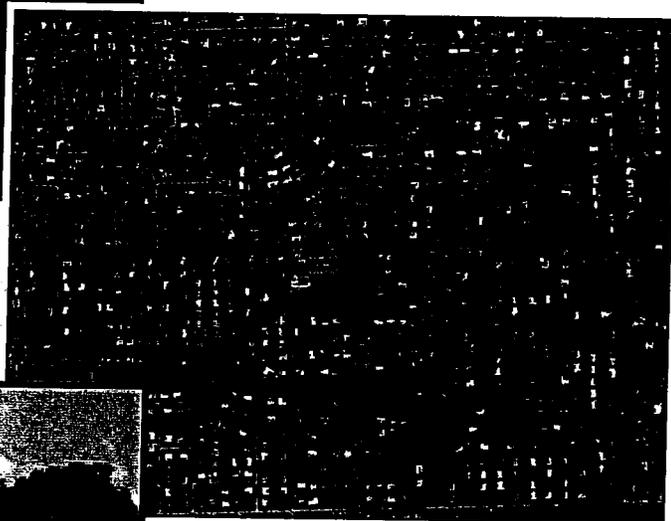
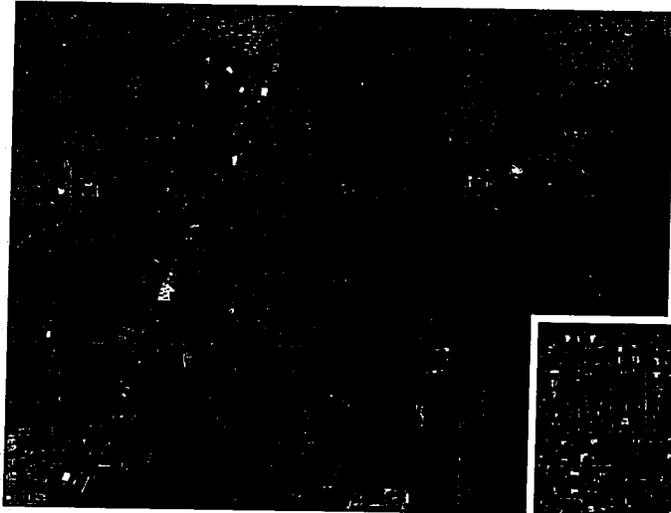
TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning			
2010-2011			
2011-2012			
2012-2013			
Total Planning Cost			
Project Development & Environment (PD&E)			
2010-2011			
2011-2012			
2012-2013			
Total PD&E Cost			
Design			
2010-2011			
2011-2012	\$654.05		\$654.05
2012-2013			
Total Design Cost	\$654.05		\$654.05
Right-of-Way			
2010-2011			
2011-2012			
2012-2013			
Total Right-of-Way Cost			
Construction			
2009-2010			
2010-2011			
2011-2012	\$4,360.30		\$4,360.30
2012-2013			
Total Construction Cost	\$4,360.30		\$4,360.30
Construction Engineering and Inspection (CEI)			
2009-2010			
2010-2011			
2011-2012			
2012-2013	\$655.65		\$655.65
Total Construction and CEI Costs	\$655.65		\$655.65
TOTAL COST OF THE PROJECT	\$5,670.00		\$5,670.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

SAFE ROUTES TO SCHOOL APPLICATION
Howard Drive Elementary School
Opinion of Probable Cost FOR Priority 1

Roadway Segment	Recommended Improvement	Priority	Length	Unit	Total
SW 136 th Street (82 nd Ave. to Farmer Road)	Install plastic delineators at 78th Court to prevent south bound traffic from entering street	1	25	Ft.	\$1,250.00
	Modify timing of traffic light at 77th Avenue to improve traffic flow	1	N/A	N/A	
	Post Turn Restriction signage at appropriate locations on SW 136th Street and SW 77 th Ave., SW 78 th Court and SW 139 th Terrace	1	N/A	AS	\$480.00
SW 140th Street and 77th Ave.	Install painted 10' crosswalk at 78th Court and at school entrance	1	80	Ft.	\$312.00
SW 72 nd Ave. (SW 144 th St. to SW 136 th St.)	Install painted 10' crosswalk at intersection - all sides	1	100	Ft.	\$390.00
	Install painted 10' wide crosswalk at 136th Street	1	175	Ft	\$682.50
Preliminary Costs					
Contingency (20%)					\$3,114.50
Mobilization (10%)					\$622.90
Maintenance of Traffic (10%)					\$311.45
					\$311.45
Opinion of Total Cost for Priority 1					
					\$4,360.30
Professional Engineering Design (15% of Total)					
Construction Engineering and Inspection (CEI)					\$654.05
					\$655.65
Project Total Cost					\$5,670.00

**HOWARD DRIVE ELEMENTARY SCHOOL
7750 SW 136TH STREET
PALMETTO BAY, FL 33157**



*ORIGINAL
COPY*

SAFE ROUTES TO SCHOOL – 2010

HOWARD DRIVE ELEMENTARY SCHOOL
SAFE ROUTES REPORT

Table of Contents

- 1.0 INTRODUCTION
- 2.0 DEVELOPMENT of SAFE ROUTES
- 3.0 SCHOOL DATA
- 4.0 AGENCY COORDINATION
 - 2.1 Technical Review
 - 2.2 Distribution Mailing List
- 5.0 CRASH HISTORY
- 6.0 ROUTE DEFICIENCY IDENTIFICATION / FIELD REVIEW
 - 6.1 Survey
 - 6.2 School Zone Boundary
 - 6.3 Land Use
 - 6.4 Roadway Characteristics
 - 6.5 Site Assessment and Inventory of Existing Facilities
 - 6.5.1 Roadway Facilities / Pedestrian Facilities /Traffic Controls and Devices
- 7.0 RECOMMENDED ROUTES and NECESSARY IMPROVEMENTS
- 8.0 SAFE ROUTE MAP
- 9.0 APPLICATION

1.0 INTRODUCTION

Safe Routes to School is a federally mandated program emerging from the latest Federal transportation authorization, the *Safe, Accountable, Flexible, Transportation Equity Act, a Legacy for Users* (SAFTEA-LU). It is an effort to create a more favorable environment for non-motorized transportation to and from local schools. To complete such a study necessarily involves cooperation of multiple agencies and local jurisdictions as well as technical review of several factors influencing transportation and behavior. In initiating the study, an examination of crash data was undertaken as the primary criteria for the Traffic Safety Team to select the schools for study. Each school was contacted and met with to determine their individual needs. Extensive site visits were undertaken to collect relevant data and examine existing conditions. Safe Routes were recommended, as were projects along those routes to make them adequate for pedestrian and bicycle travel. A cost estimate was provided for each project. Ultimately an application for each school will be submitted in an effort to attain funds for the needed improvements.

2.0 DEVELOPMENT OF SAFE ROUTES

Safe Routes to School for Howard Drive Elementary School were developed based on guidelines contained in the *Safe Routes to School, Procedure Manual* developed by the Miami-Dade MPO in 2005. Several additional reference sources also provided guidance in developing safe routes for the project school. Notable among these were:

- National Center for Safe Routes to School: <http://www.saferouteroutesinfo.org/>
- Federal Highway Safe Routes to School: <http://safety.fhwa.dot.gov/saferoutes/>

Site visits were taken to evaluate the conditions. Field measurements were verified through aerial photography. The philosophical approach to the application of this project was to focus on providing access to and from all four cardinal directions in the immediate school area. Priority was given to providing route densities close to the schools, within the ½ mile radius, which is most conducive to walking. Route density decreases as distance from the school increases. Routes central to residential areas were preferred, as were those that were major corridors connecting residential areas and the school.

Notification at all levels was provided on this project. Each pertinent county commissioner was notified and met with if possible, as was the presiding School Board Member. Letters were mailed to, and meetings were subsequently held with, the school principal and other key staff members to further develop and refine the proposed Safe Routes program. Input was also gained from the Parent Teachers Association (PTA) and the project steering committee that included representatives from the MPO, FDOT, the School Board and the Public Works Department.

Preliminary Safe Routes were developed for the project school based on reviews of several planning factors including examination of the school boundary, aerial photography, existing and future land uses, crash data (particularly involving juveniles), roadway characteristics as examined through site reconnaissance, observed or counted traffic volumes, posted speed limits, and the location of traffic control devices.

3.0 SCHOOL DATA

Name: Howard Drive Elementary School

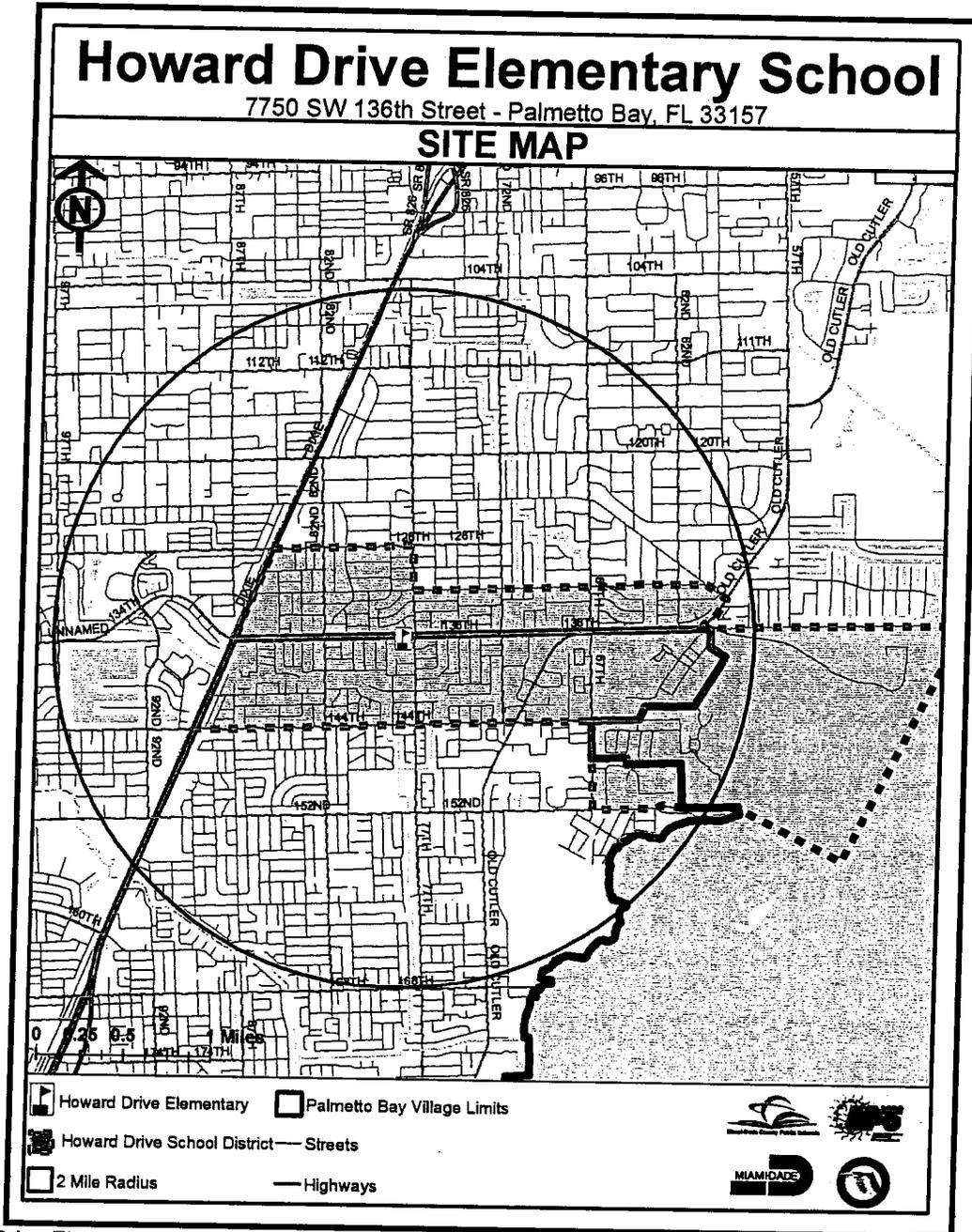
Address: 7750 SW 136th Street, Palmetto Bay, Florida 33157

Enrollment: 645 students (School year 2010 to 2011)

School Attendance Boundary: Shown in Site Map

Estimated mode split for transportation to/from school (based on interviews with school officials):

- Walk/Ride = 5%
- Private Car/ Buses = 95%



Howard Drive Elementary School, Site and Location Maps

4.0 AGENCY COORDINATION

This aspect of the project consisted of a technical review of a variety of information and a coordination with the project management team and the individual schools. Subject schools were determined by a project committee consisting of Miami-Dade County Public Works, Miami-Dade County Public School District, Florida Department of Transportation and Miami-Dade Metropolitan Planning Organization. The schools were provided to The Corradino Group for review and research. At several times during the project, The Corradino Group reported back to the project committee and the Miami Dade County Public Schools Community Traffic Safety Team.

4.1 Technical Review

An extensive technical review was undertaken, including a review of accident data, and a review of existing traffic counts. Additionally site visits were performed and each route was physically examined, its deficiencies were identified and measured, and estimates of probable costs were provided. A full map series has been produced including the suggested Safe Routes, the existing land use, and the existing traffic control devices in the study area.

4.2 Distribution Mailing List

Each school principal was contacted by email and by telephone. Meetings were held between each principal and, if available, each PTA chairperson to further explain the study and determine how best to distribute the mode preference survey. These surveys were distributed throughout PTA and incorporated into the analysis. Additionally the School Board Member in the district and each of the two County Commissioners were contacted by mail and when possible met with to explain the project.

SAMPLE LETTER:

Deanna Dalby
Principal
Howard Drive Elementary School
7750 SW 136TH St
PALMETTO BAY, FL 33157

RE: Safe Routes to School Program in District 9

Principal Doyle,
I am contacting you on behalf of The Metropolitan Planning Organization, who is working in cooperation with the Florida Department of Transportation, Miami-Dade Public Works, and the Miami Dade Public Schools is conducting a "Safe Routes to School" study for several schools in your district. This letter is to make you aware of the program, and make the project team available to you to answer any questions. We will be calling to see if we can set up an appointment to meet with you and subsequently the PTA chairperson.

The purpose of this project is to prepare Safe Routes to School plans for ten elementary schools. The product will be the identification of a safe route within the school attendance boundary of each school. The result will be to recommend infrastructure improvements and cost estimates for each route. These improvements will be focused on improving safety, reducing traffic conflicts, and mitigating environmental considerations.

Collecting data and working with the individual schools is integral to this effort. We hope to interact with you as principal and PTSA to survey the parents and students concerning their attitudes about walking or biking to school.

The Safe Routes to School Program is a national program that was developed to encourage children to walk and bicycle to school. It stems from a latest Federal Transportation Authorization, which will contribute over \$600 million in Federal-aid highway funds to State governments before the end of 2009.

A Study Committee has been formed consisting of individuals from the Miami Dade MPO, the Miami Dade County Public Schools, the Florida Department of Transportation, Miami Dade County Pubic Works Department, and the University Of Miami Miller School Of Medicine's WalkSafe Program. Ten schools have been selected for study.

Throughout the project we will be interacting with the Miami-Dade County Public Schools Community Traffic Safety Team (MDCPS CTST) for interagency coordination.

To do this correctly it is important to coordinate at the school level with each schools principal, PTSA, as well as local municipal police and municipal public works department, as necessary. A project mailing list has been developed for each school.

We will collect and map a series of data on a Geographic Information System database. The information we are looking for includes:

- mode split and attitudinal information,
- current school attendance boundary
- roadway facilities data
- pedestrian facilities data
- traffic controls and devices
- existing and proposed land use
- traffic volumes
- pedestrian crash data

The attitude information will be collected through a survey. The roadway facility data will be verified by field investigation and modified as necessary. Site assessments will be made to verify existing data, obtain other relevant data and identify preliminary safe routes. If deficiencies are identified, a list of recommended improvements will be prepared to the safe route and intersection crossings. Cost estimates for each improvement will be provided. Finally a funding application to the State will be prepared for each school so that the improvements may be moved toward implementation.

Please feel free to contact me if you have any questions or concerns about this effort. Again, we will be calling to set up a meeting at your convenience.

Sincerely,

Josh Bocks
THE CORRADINO GROUP

5.0 CRASH HISTORY

Integral to selecting each school for study was an examination of the pedestrian and bicycle crashes reported in the two mile radius of the schools attendance boundary for the previous several years. This data was collected through the MPO as reported to Miami-Dade County during the time frame. The analysis identified fatal crashes, injury crashes and juvenile crashes.

Crash data for this study was collected for the years 2001 through 2004. Overall in the four year analysis period there have been 8 injuries and no fatalities due to crashes in the area. Of the four years analyzed, crashes occurred in all years, however no crashes involved juveniles. No crashes occurred in proximity to the school. The following table and map detail the data.

Based on the field reviews that were conducted for this study, recommended improvements were developed to address roadway and traffic deficiencies that would enhance overall safety conditions for pedestrian and bicycle traffic using the proposed safe routes.

Howard Drive Elementary Crash History													
Case Number	Pedestrian Date of Birth	Road Name	Segment	2001		2002		2003		2004		Total	
				Fat	Inj	Fat	Inj	Fat	Inj	Fat	Inj	Fat	Inj
75487803	11/02/1988	US-1 & SW 136TH ST	Intersection	0	0	0	0	0	0	0	1	0	1
70350745	1/06/1959	12845 SW 83RD CT	Non-Intersection	0	0	0	0	0	1	0	0	0	1
73900485	11/23/1940	US-1 & SW 144TH ST	Non-Intersection	0	0	0	0	0	1	0	0	0	1
70558628	8/22/1969	8501 SW 132ND ST	Non-Roadway	0	0	0	1	0	0	0	0	0	1
72054888	1/13/1917	14401 OLD CUTLER RD	Non-Roadway	0	0	0	1	0	0	0	0	0	1
72125301	1/20/1939	BUSWAY & SW 144TH ST	Non-Intersection	0	0	0	1	0	0	0	0	0	1
572975040	4/10/1985	SW 140TH TER & SW 79TH CT	Non-Intersection	0	1	0	0	0	0	0	0	0	1
598288460	2/26/1948	13112 US 1	Non-Roadway	0	1	0	0	0	0	0	0	0	1
Total				0	2	0	3	0	2	0	1	0	8

6.0 ROUTE DEFICIENCY IDENTIFICATION / FIELD REVIEW

In this task the school survey is reviewed, and the boundaries are explained and mapped. Additionally, the existing facilities have been inventoried through site visits, aerial photography review and other means of data collection. These facilities included roadway facilities, pedestrian facilities, and traffic control devices. A base map has been produced, and Safe Routes have been identified.

6.1 Survey

After contact was made with each school principal, meetings were set up between the project team, the Principal and the PTA chairperson. The main goal was to explain the project, its process, the intended results and to determine how best to understand the feelings of the parents, students and teachers relative to walking or biking to school. A survey was discussed which could be distributed by the School PTA to the children, to be filled out by the parents and returned to the teacher, should the project be funded. Below is a sample survey form.

In an effort to improve student safety in and around our schools, 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

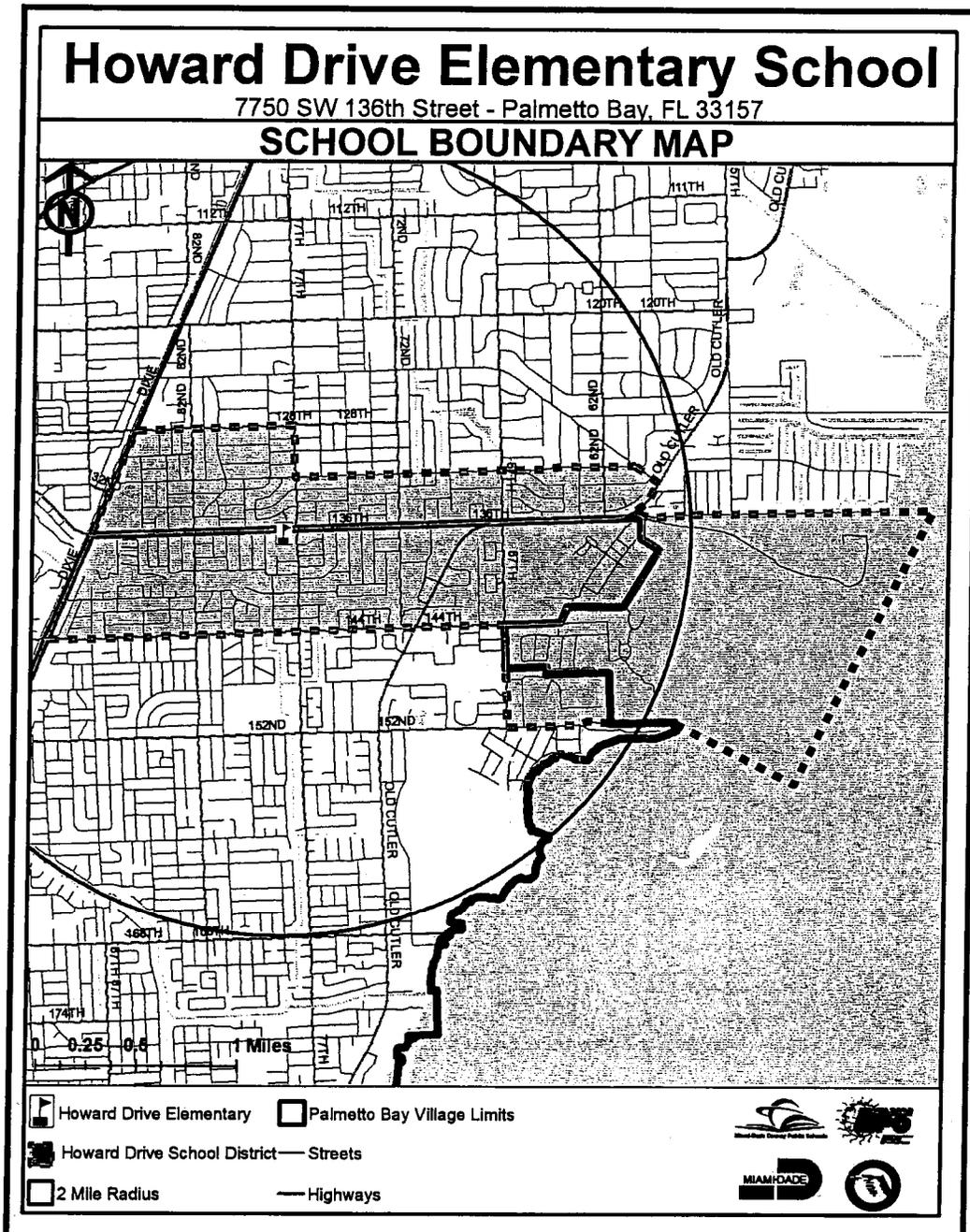
5. Please identify specific safety problems of concern to you in your neighborhood or around your child's school (i.e. broken sidewalks, dangerous street crossings, crime areas, railroad crossing, high-speed vehicles) and indicate their locations.

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

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

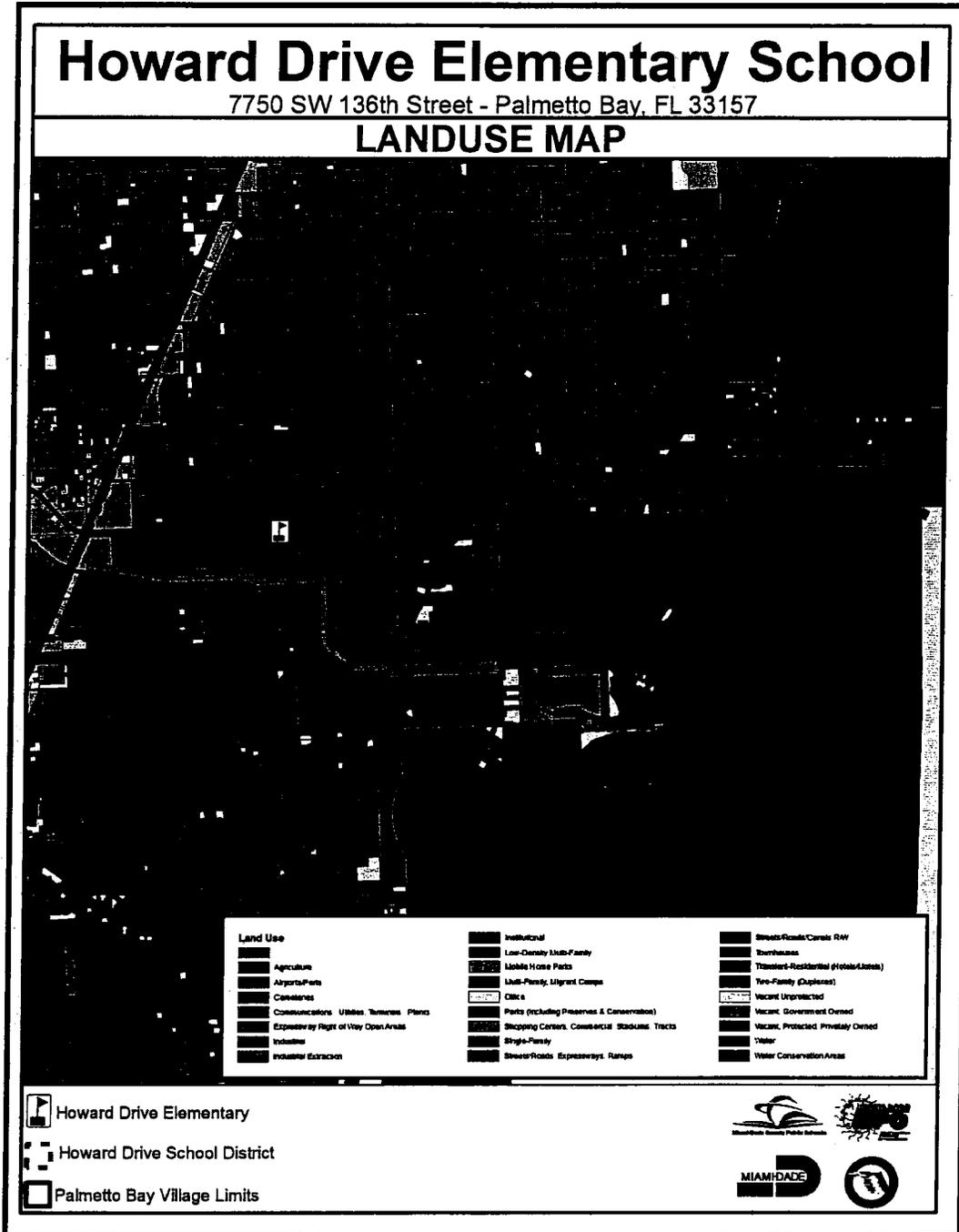
6.2 School Zone Boundary

The Howard Drive Elementary School boundary stretches beyond the 2-mile radius east of the school, however, due to the generally linear shape of the area, many of the attendees live relatively close. Additionally, the school attendance boundary is unique, due to the fact that it extends into the Village of Pinecrest to the north and into the City of Coral Gables to the east. Due to the proximity to the border with Pinecrest, some safe routes extend into this neighboring municipality. The school sits in the center of an irregularly shaped attendance area, generally bounded on the north by 128th Street and 132nd Street, on the west by US-1, on the South by 144th Street and 152nd Street. The eastern boundary extends all the way to Biscayne Bay.



6.3 Land Use

Land use in the study area is primarily low density Single Family Residential, with Institutional making up the second biggest land use category within the school attendance boundary. The commercial land uses in the area are located on the US-1 corridor, approximately ¾ of a mile to the west of the school. The area is primarily built out, with very few vacant land tracts. The land uses are not expected to change in any significant way from what currently exists today. It is the Villages' goal to protect and enhance the residential neighborhoods in a way that is compatible with what exists today.



6.4 Existing Roadway Characteristics

Through site assessments and research of existing data, roadway characteristics have been developed for each of the Safe Routes. Roads in the area are predominantly local streets, with low speed limits. They are generally suburban residential in nature. These roadways were determined to be the safest and most direct ways through the immediate neighborhood to Howard Drive Elementary. There are no bike or pedestrian crashes within these proposed Safe Routes.

Table 6.4
Howard Drive Elementary School
Roadway Characteristics

Road	Segment		Facility Type	Speed Limit	AADT*	Bike and Ped Crashes**
	From	To				
139th Terrace	82nd Avenue	77th Avenue	Local Road	15 mph	low	0
140th Street	77th Avenue	72nd Avenue	Local Road	15 mph	low	0
141st Street	74th Court	78th Avenue	Local Road	15 mph	low	0
141st Street	82nd Avenue	S. Dixie Hwy	Local Road	15 mph	low	0
144th Street	77th Avenue	67th Avenue	Collector	30 mph	700	0
70th Ave	136th Street	134th Street	Local Road	15 mph	low	0
77th Avenue	144th Street	136th Street	Collector	30 mph	1128	0
	136th Street	133rd Street	Local Road	15 mph	low	0
79th Avenue	134th Street	132nd Street	Local Road	15 mph	low	0
80th Avenue	132nd Street	128th Street	Local Road	15 mph	low	0
82nd Avenue	141st Street	139th Street	Local Road	15 mph	low	0
132nd Street	79th Avenue	S. Dixie Hwy	Local Road	15 mph	low	0
133rd Street	79th Avenue	81st Avenue	Local Road	15 mph	low	0
136th Street	82nd Avenue	Farmer Road	Collector	30	1,000	0
134th Street	79th Avenue	72nd Avenue	Local Road	15 mph	low	0
138th Street	77th Avenue	72nd Avenue	Local Road	15 mph	low	0
Farmer Road	136th Street	Old Cutler Rd	Local Road	15 mph	low	0
72nd Avenue	144th Street	136th Street	Local Road	15 mph	mod	0

* For road segments where AADT was not readily available, traffic volume was assessed as light, moderate, heavy based on field observations

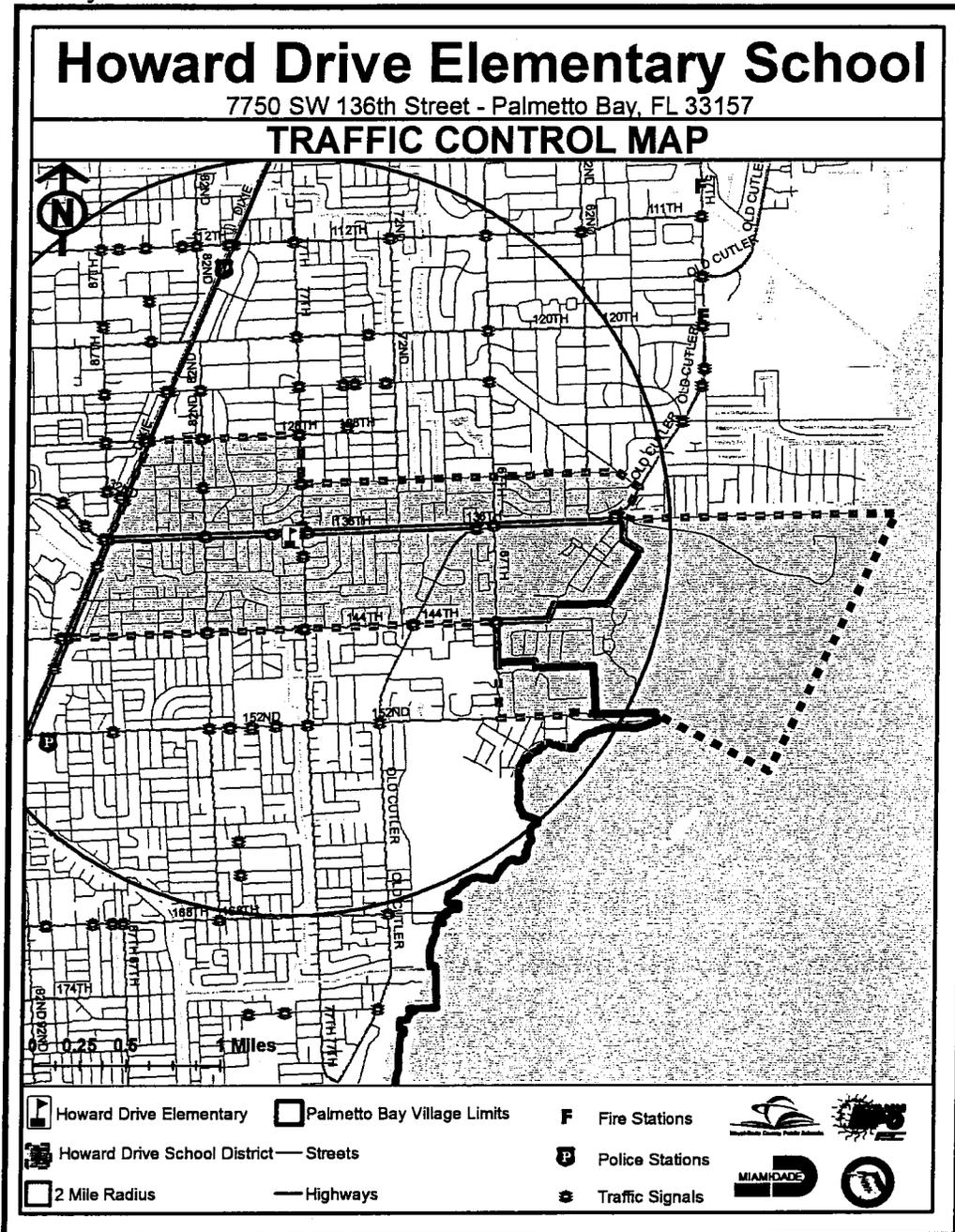
** Total pedestrian and bicycle crashes, 2000 - 2004

6.5 Site Assessment and Inventory of Existing Facilities

Field reviews for Howard Drive Elementary School were conducted in December, 2009. The primary deficiencies that were identified along the proposed safe routes were missing sidewalks, missing crosswalks and missing ADA accessible sidewalk extensions connecting the crosswalk or edge of pavement through the swale to the sidewalk. The area surrounding Howard Drive Elementary School is generally built-out as an established single family residential neighborhood. It is not anticipated that significant changes to the character of the area will occur. Therefore, off-site conditions will not change with future development.

6.5.1 Roadway Facilities / Pedestrian Facilities / Traffic Controls and Devices

There are few traffic lights in the immediate area, yet at the main entrance to the school on 136th Street there are two signals in the area which protect pedestrians and bicyclists. Most other signals are on the section-line and half-section line roads particularly along US-1. About 23 signals are currently located within the attendance boundary. The roadway facilities function as more suburban than urban, due to the nature of the land and its geographic location. As such pedestrian facilities are not comprehensive in location. There are occasional gaps in the infrastructure, making it seemingly more dangerous to access the school on foot or bicycle. There is very little development expected to occur, therefore it is important that there are other resources to provide these important improvements which will increase safety.



7.0 RECOMMENDED ROUTES and NECESSARY IMPROVEMENTS

Following the process described in Section 2, "Development of Safe Routes", the recommended SRTS were developed for Howard Drive Elementary School. The map in the next section shows the recommended SRTS. The table below shows pertinent roadway and traffic improvements for the road segments along the recommended SRTS.

Table 7:
Howard Drive Elementary School
Opinion of Probable Costs

Road Segment	Recommended Improvements	Priority	Length	Unit	Total
136th Street (82nd Avenue to Farmer Rd)	Install plastic delineators at 78th Court to prevent south bound traffic from entering street	I	25	ft	200.00
	Modify timing of traffic light at 77th Avenue to improve traffic flow	I	N/A	N/A	
	Post "No U Turn" signs in front of school on 136th Str	I	1	AS	200.00
Farmer Rd (136th Street to Old Cutler Rd)	Install painted 10' crosswalk at 78th Court and at school entrance	I	80	ft	200.00
	Install 5' sidewalk on the east side between 136th Street and Old Cutler Road	II	2,300	ft	88,470.00
139th Terrace (82nd Avenue to 77th Avenue)	Install painted 10' crosswalk on north side at 82nd Ave, 80th Ave, 79th Ct, 78th Pl, and 78th Ct,	I	200	ft	500.00
140th Terrace (74th Avenue to 72nd Avenue)	None				
140th Street and 77th Avenue	Install painted 10' crosswalk at intersection - all sides	I	100	ft	2.50
141st Street (74th Court to 78th Avenue)	Install painted 10' crosswalk north and south side at 74th Ave, 73rd Ct, 73rd Ave, and 72nd Ct	I	400	ft	1,000.00
141st Street (82nd Avenue to S. Dixie Hwy)	Install 5' sidewalk on north side between 82nd Ave and S. Dixie Hwy	II	3,400	ft	132,280.00
144th Street (77th Avenue to 67th Avenue)	None				
70th Avenue (136th Street to 134th Street)	None				
77th Avenue (144th Street to 133rd Street)	Install 8' multi-use path - east side from 144th St to 139th St	III	3.9	miles	617,800.00
	Install painted 10' wide east/west crosswalk at school entrance	I	50	ft	125.00
79th Avenue (134th Street to 132nd Street)	None				
80th Avenue (132nd Street to 128th Street)	None				
82nd Avenue (141st Street to 139th Street)	Install 5' sidewalk on east side north of the canal to 139th Street	I	300	ft	11,670.00
132nd Street (79th Avenue to S. Dixie Hwy)	None				
133rd Street (78th Avenue to 81st Avenue)	None				
133rd Terrace (69th Avenue to 67th Avenue)	None				
134th Street (79th Avenue to 72nd Avenue)	None				
134th Street (70th Avenue to 69th Avenue)	None				
136th Street (77th Avenue to 72nd Avenue)	None				
72nd Avenue (144th Street to 136th Street)	Install 5' sidewalk on east side between 144th Ave and 136th Ave	II	2,700	ft	105,030.00
	Install painted 10' wide crosswalk at 136th Street	I	175	ft	450.00
Preliminary Costs					868,907.50
Contingency (20%)					173,781.50
Mobilization (10)					86,890.75
Maintenance of Traffic (10%)					86,890.75
Opinion of Total Costs					1,342,470.50

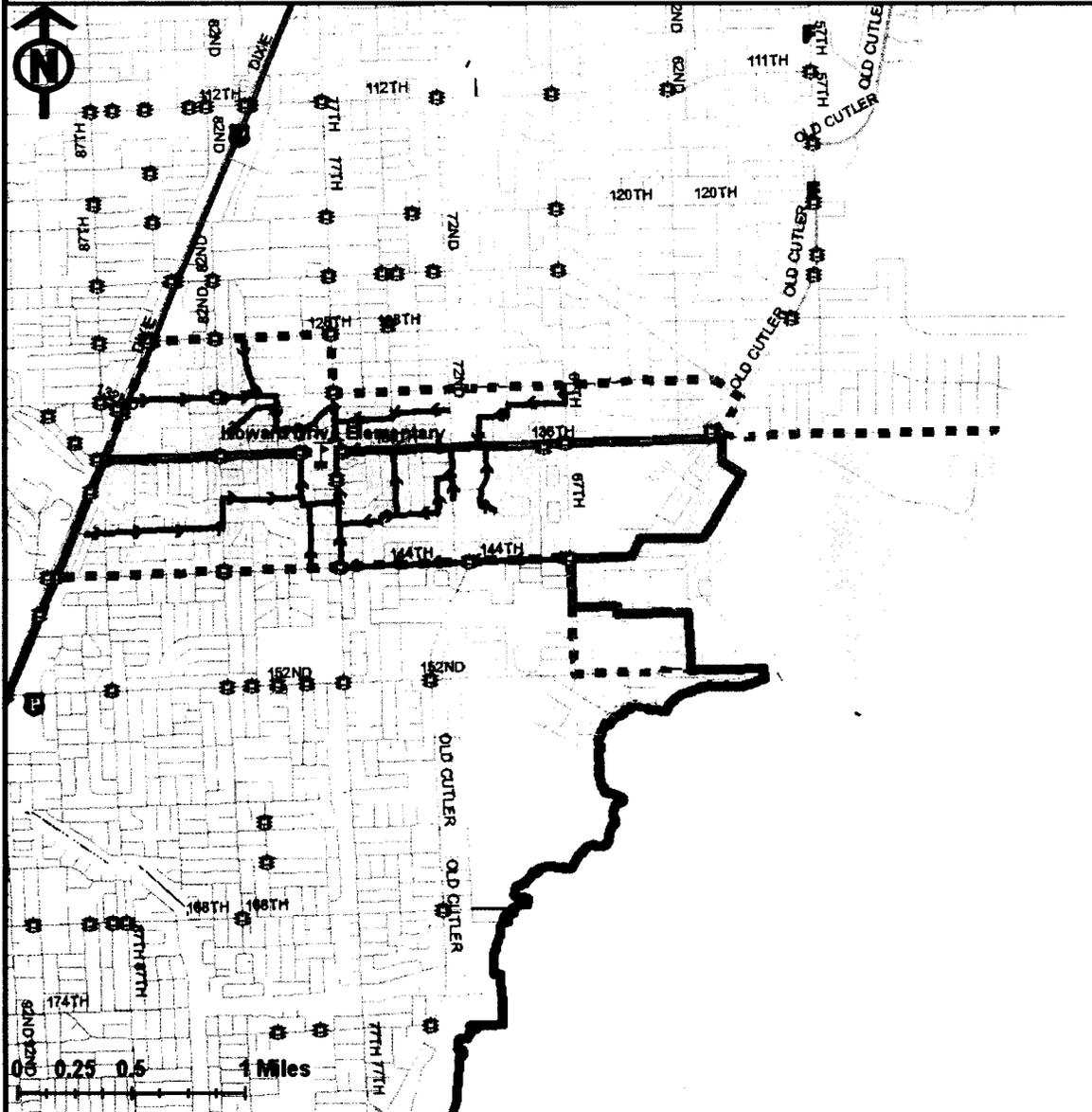
8.0 SAFE ROUTES MAP

Priority was given to providing route densities close to the schools, within the ½ mile radius, which is most conducive to walking. Route density decreases as distance from the school increases. Routes central to residential areas were preferred, as were those that were major corridors connecting residential areas and the school. Routes are shown to cover a 2 mile radius in each direction for bike routes. Distances greater than ½ mile are not as conducive to walking, however this is still considered a reasonable distance for a child to bike.

Howard Drive Elementary School

7750 SW 136th Street - Palmetto Bay, FL 33157

SAFE ROUTES MAP

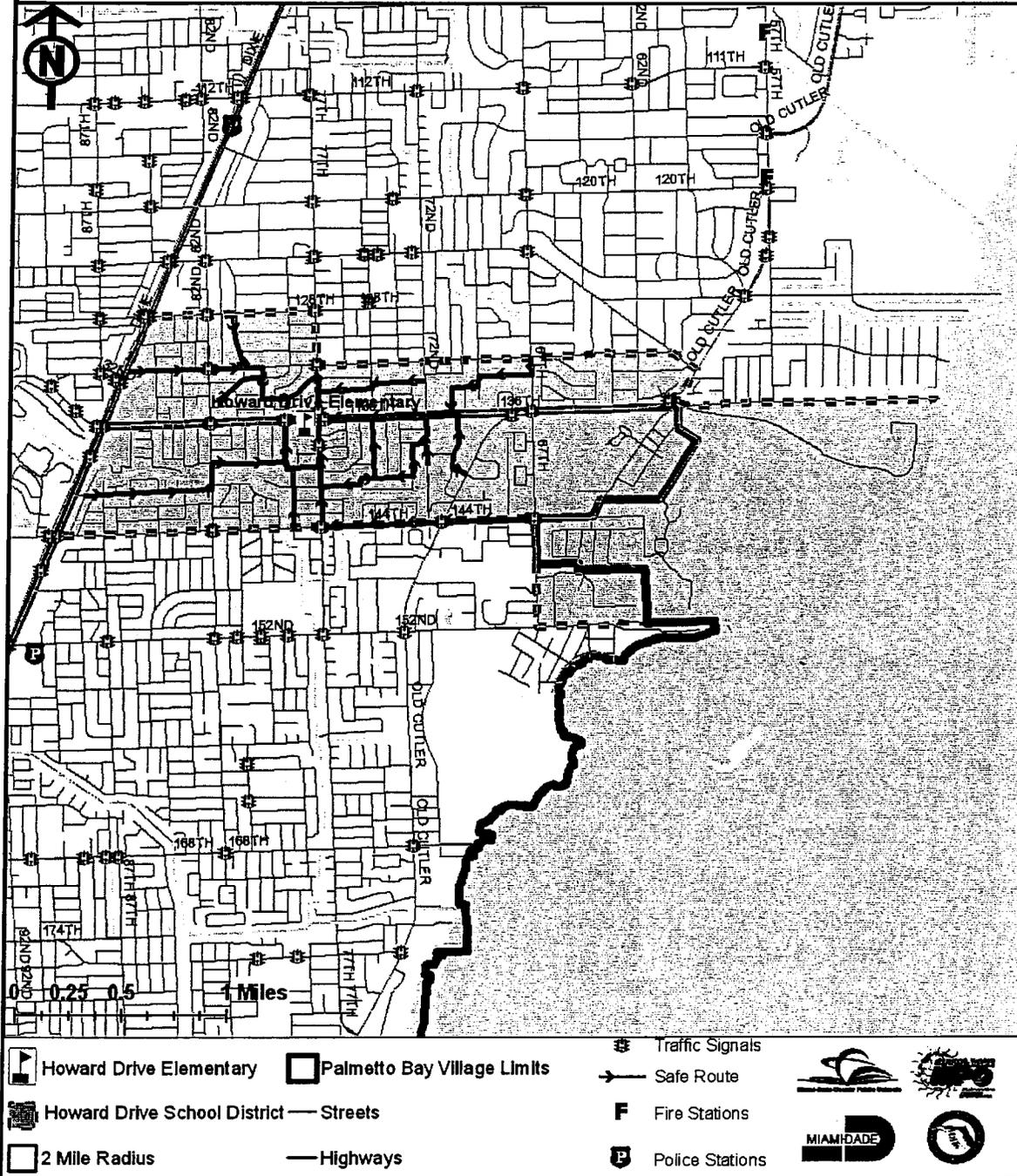


Howard Drive Elementary	Palmetto Bay Village Limits	Traffic Signals	
Howard Drive School District	Streets	Safe Route	
2 Mile Radius	Highways	Fire Stations	Police Stations

Howard Drive Elementary School

7750 SW 136th Street - Palmetto Bay, FL 33157

SAFE ROUTES MAP



9.0 APPLICATION



**Florida's Safe Routes to School
Infrastructure Application
2010-2011 Call for Applications
For anticipated funds through FFY 2016
Note: fields will expand as needed**



www.srtsfl.org

FDOT FORM # 500-000-30

Section 1 – School, Applicant & Maintaining Agency Information

Notes: Signatures confirm the commitment of the Applicant and Maintaining Agency to follow the Guidelines of the Federal Highway Administration and Florida's Safe Routes to School Program. The Maintaining Agency is generally responsible for entering into a Local Agency Program (LAP) agreement with the FDOT to design, construct, &/or maintain the project. Districts have the option to design and/or construct it, but the Maintaining Agency is always responsible for maintaining the project. Check with your District to see how they are handling these issues.

County: MIAMI-DADE City: VILLAGE OF PALMETTO BAY

School Name: HOWARD DRIVE ELEMENTARY Congressional District: FL21

Type: Elementary: Middle: Other, serving K-8 students:

Check below which of the required agencies or organizations is the Applicant:

School Board: Private School: Community Traffic Safety Team (CTST):

Name of Applicant Agency/Organization: VILLAGE OF PALMETTO BAY

Contact Person: RON E. WILLIAMS Title: VILLAGE MANAGER

Mailing Address: 9705 E. HIBISCUS STREET

City: VILLAGE OF PALMETTO BAY State: FLORIDA Zip: 33157

Daytime Phone: 305-259-1234 E-mail: RWILLIAMS@PALMETTOBAY-FL.GOV

Signature: *[Handwritten Signature]* Date:

Signature of School Board or school representative required when different from applicant:

Signature: Date:

Typed name: JIAME TORRENS Title: CHIEF FACILITIES OFFICER

Check below which of the required agencies is the Maintaining Agency:

City: County: Florida Department of Transportation: District:

Name of Maintaining Agency: VILLAGE OF PALMETTO BAY DUNS Number: 166240239

Contact Person: RON E. WILLIAMS Title: VILLAGE MANAGER

Mailing Address: 9705 E. HIBISCUS STREET

Daytime Phone: 305-259-1234 E-mail: RWILLIAMS@PALMETTOBAY-FL.GOV

City: VILLAGE OF PALMETTO BAY State: FLORIDA Zip: 33157

Note: your signature below indicates your agency's willingness to enter into a LAP or other formal agreement with FDOT to complete the project if selected for funding.

Signature: *[Handwritten Signature]* Date:

MPO or TPO Support: If the city or county is located within an MPO or TPO urban area boundary, the MPO or TPO representative must fill in the required information below, to indicate support for the proposed project:

Name of MPO or TPO: MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION

Contact Person: DAVID HENDERSON Title: BICYCLE/PEDESTRAIN SPECIALIST

Mailing Address: 111 NW 1ST STREET, SUITE 910

City: MIAMI State: FLORIDA Zip: 33128

Daytime Phone: 305-375-1647 E-mail: DAVIDH@MIAMIDADE.GOV

Signature: Date:

Designated Contact: Check below the primary contact (the one the District should coordinate with):

Applicant: Maintaining Agency: MPO or TPO:

Section 2 – Eligibility and Feasibility Criteria

Notes: This section will help FDOT determine the eligibility and feasibility of the proposed project. Except for questions 1 & 2, answering "No" does not constitute elimination from project consideration.

1. Has a school-based SRTS Committee been formed and have at least three meetings been held? (See Guidelines and Section 3A. If No, you must fulfill this requirement before applying) Yes No

2A. Has a required Student In-Class Travel Tally (Student Arrival and Departure Tally Sheet) been completed using the form and process of the National Center for Safe Routes to School: <http://www.saferoutesinfo.org/resources/index.cfm>, and has this information been entered into the National Center's database or sent to them so they can enter it? (See Guidelines and Student Data portion of Section 5. If No, you must fulfill this requirement before applying) Yes No

2B. If the project is funded, does the school agree to provide required data before and after the project is built, using the student travel and parent survey forms developed by the National Center for Safe Routes to School: <http://www.saferoutesinfo.org/resources/index.cfm>, and following the schedule provided by the District? (See Guidelines. If you do not agree to this requirement, you may not apply). Yes No

3. Does sufficient public right of way exist to support or build this project? Yes No

- If Yes, describe the length, width, condition and ownership: **SEE TABLE 7 FOR LENGTH AND WIDTH. THE RIGHT OF WAY IS OWNED BY EITHER THE VILLAGE OF PALMETTO BAY OR MIAMI-DADE COUNTY. THE WALKING SURFACES ARE EITHER NOT PAVED BUT LEVEL OR PAVED WITH GAPS.**

- If No, is acquisition or dedication of a permanent public access planned? Yes No

- If Yes, explain these plans, including the timeframe involved:

4. Does the project have public support? Yes No

- If Yes, explain your public information or public involvement process (for example, what public meetings have been held, what articles have been written for newspapers, etc, and what has been the reaction of affected members of the public.) **THE VILLAGE FORMED A SAFETY TEAM AND HELD MULTIPLE MEETINGS. THE REACTION FROM THE MEMBERS OF THE PUBLIC WAS VERY FAVORABLE AND INFORMATIVE. THE PUBLIC WAS WILLING TO GIVE GUIDANCE ON THE EXISTING ISSUES THEY ARE FACING AND CREATIVE SOLUTIONS TO ADDRESS THOSE ISSUES.**

- You may also attach up to 6 letters of support (on official letterhead) from organizations such as Neighborhood Associations in affected neighborhoods, PTA/PTO's, Law Enforcement, Citizens' Advisory Committees and Bicycle/Pedestrian Advisory Councils. The letters should indicate why and how they can support the proposed Infrastructure project as well as Non-Infrastructure SRTS programs at the affected school.

- If No, explain what your public information or public involvement process will be and how you propose to gain public support before this project is designed or built: **ADDITIONAL PUBLIC INVOLVEMENT EFFORTS WILL CONTINUE TO TAKE PLACE BY WAY OF A PUBLIC PRESENTATION.**

5. Is the Maintaining Agency Local Agency Program (LAP) Certified? (i.e., currently qualified and willing to enter into a State agreement requiring the agency to design, construct, and/or maintain the project, abiding by Federal, State, and local requirements?) Yes No

- If No:
 - Are they willing to become LAP Certified? Yes No

- If No, explain how this project could be built without LAP certification:

6. Who do you propose to be responsible for each phase of the project?

Design: City County Other, including FDOT (explain below):

Construction:	<input checked="" type="checkbox"/> City	<input type="checkbox"/> County	<input type="checkbox"/> Other, including FDOT (explain below):
Maintenance:	<input checked="" type="checkbox"/> City	<input type="checkbox"/> County	<input type="checkbox"/> Other, including FDOT (explain below):
Explanation of Other responsible party for each phase, including who you have been talking to about this:			
<p>7. Is the County/City/MPO willing to enter into an agreement with FDOT to do the following, if the District decides this is the best way to get the project completed:</p> <ul style="list-style-type: none"> • Install and/or maintain any traffic engineering equipment included in this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No • Construct and maintain the project on a state road? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A 			

Section 3A – Background Information: Planning

Notes: You are required to form a school-based SRTS Committee which has met at least three times to do comprehensive 5E SRTS planning, before you submit this application. We recommend that you use the Safe Ways to School (SWTS) Tool Kit: <http://www.dcp.ufl.edu/centers/TrafficSafetyEd/html/safe-ways.html> or a similar planning process. However, instead of the forms in the Toolkit, please use the national data collection forms from <http://www.saferoutesinfo.org/resources/index.cfm>. For more information on the E's, see Florida's SRTS Guidelines and the SRTS Guide: <http://www.saferoutesinfo.org/guide/>. Tell us below about the planning process you used.

1. What school-based planning process has your school used to develop its proposals?
 Safe Ways to School Toolkit Similar process Different process

Explain your planning process and how comprehensive it was: **THE PLANNING PROCESS THAT WAS USED FOLLOWED THE GUIDELINES OF THE SAFE WAYS TO SCHOOL TOOLKIT. THE SAFETY TEAM WAS FORMED AND HELD AT LEAST THREE MEETINGS. ADDITIONAL INPUT WAS PROVIDED THROUGH ONE-ON-ONE MEETINGS WITH THE SCHOOL PRINCIPALS AND OTHER SCHOOL STAFF. THESE MEETINGS INCLUDED ON-SITE WALK-THROUGHS AND DISCUSSIONS**

2. Discuss any additional planning process which has been completed for this school (for example, a consultant's review, traffic study or governmental review): **THE VILLAGE OF PALMETTO BAY BICYCLE AND PEDESTRIAN MASTER PLAN WAS UTILIZED DURING THE PLANNING PROCESS.**

3A. Has your school-based SRTS Committee met at least three times? Yes No
If your answer to #3 is No, you must form a school-based SRTS Committee and meet at least three times, before you submit this application to your District.

3B. If answer to #3A is Yes, list below the date(s) of your meeting(s), and the E's or other general topics discussed or decided on at each. Save specifics about the 5E's for the next section.

Date of 1 st meeting: OCT 7, 2010	E's or Topics discussed: ENFORCEMENT, ENGINEERING AND EDUCATION
Date of 2 nd meeting: OCT 19, 2010	E's or Topics discussed: EVALUATION, ENGINEERING, ENFORCEMENT, AND ENCOURAGEMENT
Date of 3 rd meeting: OCT 27, 2010	E's or Topics discussed: ENGINEERING, ENFORCEMENT, EDUCATION, ENCOURAGEMENT, AND EVALUATION
Date of 4 th meeting:	E's or Topics discussed:
Date of 5 th meeting:	E's or Topics discussed:
Date of 6 th meeting:	E's or Topics discussed:

If the Committee has met more than 6 times, list the dates and what was covered at additional meetings:

4. List below members of your school-based SRTS Committee, their titles &/or which E they represent

Name: EDUARDO A. LOMBARD	Title/E Represented: SCHOOL COUNSELOR, ENFORCEMENT
Name: CORRICE PATTERSON	Title/E Represented: PUBLIC WORKS DIRECTOR, ENGINEERING
Name: DEANNA D. DALBY	Title/E Represented: PRINCIPAL, EDUCATION
Name: MAILEEN FERRER	Title/E Represented: PRINCIPAL, EDUCATION
Name: DAVID HENDERSON	Title/E Represented: MPO BIKE/PED SPECIALIST
Name: WILL BROWN	Title/E Represented: SCHOOL POLICE SERGEANT, ENFORCEMENT

Name: DIONE ROAL	Title/E Represented: PTA, EVALUATION
Name: VIVIAN VILLAAMIL	Title/E Represented: SCHOOL DISTRICT MPO LIASON, EDUCATION
Name: JANKRISTOF DEVASTE	Title/E Represented: FDOT LIASON, ENGINEERING
Name: CINDY MEDINA	Title/E Represented: PARENT, EVALUATION
<p>4A. If you have more than ten members, list any additional members, their titles and/or which E's they represent: DANNY CASALS, PALMETTO BAY PUBLIC WORKS, ENGINEERING; BETH LANG, PARENT; LEANNE TELLAM, PTA</p>	
<p>5. If the proposed project has been identified as a priority in a Bicycle/Pedestrian or other Plan, or is a missing link in a pedestrian or bicycle system, please explain: THE PROJECT HAS BEEN IDENTIFIED IN THE VILLAGE OF PALMETTO BAY BICYCLE AND PEDESTRIAN MASTER PLAN</p>	

Section 3B – Background Information: Five E's

Notes: SRTS is designed to be a comprehensive program encompassing the Five E's listed below. Describe what efforts your school and the community has made to address the identified problem through each E so far, and what is planned in the future for each. Each box must be filled in. For more information on the E's, see Florida's SRTS Guidelines and the SRTS Guide: <http://www.saferoutesinfo.org/guide/>

1. Engineering

1A. Past: IMPLEMENTATION OF CROSSWALKS, SCHOOL ZONE FLASHERS AND SIGNAGE IMMEDIATELY ADJACENT TO THE SCHOOL

1B. Future: SRTS INFRASTRUCTURE IMPROVEMENTS

2. Education: If your school has taught or plans to teach the Florida Traffic and Bicycle Safety Education Program (FTBSEP; see: <http://www.dcp.ufl.edu/centers/trafficSafetyEd/>) or other education program, please provide details below.

2A. Past: TEACHERS AND COUNSELORS EDUCATE STUDENTS AND PARENTS ABOUT USING SIDEWALKS, CROSSWALKS AND DROP OFF/PICK UP SAFETY PROCEDURES

1B. Future: SRTS WALK SAFE PROGRAM, SAFE WAYS TO SCHOOL TOOL KIT, FLORIDA TRAFFIC AND BICYCLE SAFETY EDUCATION PROGRAM, SCHOOL SPECIFIC BOOKLET FOR PARENTS, INCLUDING MAPS OF THE SRTS ROUTES

3. Encouragement

3A. Past: NONE

3B. Future: SAFE ROUTES TO SCHOOL TOOL KIT, WALK TO SCHOOL DAY

4. Enforcement

4A. Past: SPORADIC LOCAL POLICE LAW ENFORCEMENT, CROSSING GUARDS, SPEED ZONES AND FLASHING SIGNALS

1B. Future: FULL TIME SCHOOL RESOURCE OFFICER, COORDINATE WITH LOCAL POLICE TO ENFORCE SCHOOL ZONE SPEED LIMIT, INSTALL SPEED FLASHBACK SIGNS

5. Evaluation

5A. Past: NONE

5B. Future: SRTS ANALYSIS AND SURVEYS BEFORE AND AFTER IMPROVEMENTS ARE INSTALLED. CRASH DATA WILL BE EVALUATED AFTER IMPLEMENTATION OF PROJECTS

Section 4 – Problem Identification

Notes: This section will help us to get to know your school's situation.

1 Explain if there are obstacles which prevent children from walking or bicycling to or from your school. Include a brief history of the neighborhood traffic issues as background for the proposed project

GENERALLY, THE PEDESTRIAN AREAS SURROUNDING THE SCHOOL ARE LACKING IN THE KEY COMPONENTS THAT WOULD ALLOW CHILDREN TO WALK OR BIKE SAFELY TO AND FROM SCHOOL. THE MAIN ISSUES INCLUDE MISSING CROSSWALKS, GAPS IN SIDEWALKS OR MISSING SIDEWALK SEGMENTS. THE LAND USE SURROUNDING THE SCHOOL IS SUBURBAN RESIDENTIAL AND THE AREA IS PRIMARILY BUILT OUT. THE LAND USE IS NOT EXPECTED TO CHANGE SIGNIFICANTLY FROM WHAT IT IS TODAY, HOWEVER, THE NIEGHBORHOOD IS EXPERIENCING A DEMOGRAPHIC CHANGE FROM EMPTY-NESTERS TO YOUNG FAMILIES WITH SCHOOL AGE CHILDREN. THE SCHOOLS ARE BECOMING MORE CROWDED, AND TRAFFIC IN AND AROUND THE SCHOOL AT PICK UP/DROP OFF TIMES IS BECOMING MORE AND MORE OF A PROBLEM AND IS INTIMIDATING FOR PARENTS TO ALLOW THEIR CHILDREN TO WALK OR BIKE TO SCHOOL.

2. Are a large number of children already walking or bicycling to this school in less than ideal conditions?

Yes No

If Yes, give more details:

3 Explain how the demographics and density around the school relate to the anticipated success of the proposed SRTS project. For instance, is there a population of students near the school from a culture which traditionally walks a lot? Are enough students living near the school to allow many children to walk or bike to school if conditions were improved?

THE POULATION OF THE SURROUNDING COMMUNITY CONSIST OF 65% WHITE, 26% HISPANIC, 4% BLACK OR AFRICIAN AMERICAN AND 3% ASIAN. GENERALLY 10% OF THE HOUSEHOLDS HAVE CHILDREN OF ELEMENTARY SCHOOL AGE. NEARLY 25% OF THE HOUSEHOLDS HAVE CHILDREN TAKEN CARE OF BY GRANDPARENTS. PARENTS IN THIS NEIGHBORHOOD ARE WILLING TO ALLOW THEI R CHILDREN TO WORK OR BIKE TO SCHOOL IF THE CONDITIONS ALONG THE ROADWAYS WERE SAFER.

4 Provide below

- A) The percent of students participating in the free or reduced lunch program
- B) The availability of parents or other volunteers to help with SRTS programs
- C) Any additional relevant demographic information that helps describe the students and parents at this school

- A) 32% OF THE STUDENTS PARTICIPATE IN THE FREE OR REDUCED LUNCH PROGRAM.
- B) BASED ON THE PARENT SURVEY RESPONSES, BETWEEN 5 AND 8% OF THE PARENTS WOULD BE AVAILABLE AND WILLING TO VOLUNTEER TO HELP WITH SRTS PROGRAMS
- C) A HIGH PERCENTAGE OF THE PARENTS THAT RESPONDED TO THE SURVEY SAID THE MAIN REASON THEY DID NOT ALLOW THEIR CHILDREN TO WALK OR BIKE TO SCHOOL HAD TO DO WITH TOO MUCH TRAFFIC AT THE SCHOOL ENTRANCE AND DRIVERS SPEEDING CLOSE TO THE SCHOOL.

Section 5 – Current Conditions

1. LOCATION

Request #1 Street Name: **SW 136TH ST** Maintaining Agency: City County State

From: **S. DIXIE HIGHWAY** To: **BISCAYNE BAY**

Project begins how far from the school? (entire project must be within 2 mi; attach a map illustrating the area)
 0 to ½ mile; ½ to 1 mile; 1 to 1 ½ miles; 1 ½ miles+

Request #2 Street Name: **SW 144TH ST/SW 152ND ST** Maintaining Agency: City County State

From: **S. DIXIE HIGHWAY** To: **BISCAYNE BAY**

Project begins how far from the school? (entire project must be within 2 mi; attach a map illustrating the area)
 0 to ½ mile; ½ to 1 mile; 1 to 1 ½ miles; 1 ½ miles+

Explain additional project sites here: **NO ADDITIONAL SITES**

Discuss the projects' proximity (within 2 miles) to other facilities which might also benefit from the project, such as other schools or colleges, parks, playgrounds, libraries, or other pedestrian destinations: **CORAL REEF PARK**

2. ROADWAY CHARACTERISTICS

Roadway Type: Urban (curb & gutter) Rural

Shoulder Type: Grass Paved Curb

Shoulder Grade: Flat Steep-Up Steep-Down

Drainage: Swale Concrete Ditch Curb/Gutter

Status of walking surface: No walking surface, paved or unpaved Unpaved surface
 Paved surface with gaps Continuous paved sidewalks

Describe the status of the current walking surface, or other existing facilities or signs and markings which affect this project (bike lanes, multi-use paths, school zone signs & markings, marked crosswalks, bike parking, etc): **ROADS IN THE AREA ARE PREDOMINANTLY LOCAL STREETS, WITH LOW SPEED LIMITS AND SPORADIC PEDESTRIAN FACILITIES. THEY ARE GENERALLY SUBURBAN RESIDENTIAL IN NATURE. WHERE THE LOCAL SUBURBAN ROADS MEET THE MORE COMMERCIAL AREAS, CONFLICTS OCCUR. THIS IS SEEN IN THE PREDOMINANCE OF CRASHES ALONG S. DIXIE HIGHWAY. NO BIKE LANES EXIST, NOR DO MULTI-USE PATHS. THE CROSSWALKS THAT EXISTS ARE IN POOR CONDITION AND ARE SPORADIC IN LOCATION. ADA ACCESSIBLE SIDEWALK EXTENSIONS ARE ALSO RARE. SIGNANGE AROUND THE SCHOOL IS NOT ADEQUATE AND THERE ARE BIKE RACKS AT THE SCHOOL.**

3. TRAFFIC CONTROLS

Mark all that apply in regard to traffic control devices: We have all necessary traffic control devices (**Stop here**); **OR**
 We need pedestrian signals (features) We need other school-related signals
 We need traffic signs We need other school-related signs
 We need marked crosswalks We need other roadway markings

Describe the existing and needed traffic controls:

4. TRAFFIC DATA *Notes: Posted Speed Limit is required. Provide other information if you can get it. AADT stands for Average Annual Daily Traffic*

Street 1: Posted Speed Limit: 20	Operating Speed: N/A	AADT: LOW
Street 2: Posted Speed Limit: 30	Operating Speed: N/A	AADT: 700

5. STUDENT TRAVEL DATA *Notes: You are required to conduct a Student In-Class Travel Tally using these Evaluation methods: <http://www.saferoutesinfo.org/resources/index.cfm>, before submitting this application, and report the results to the National Center for SRTS. You are also required to report the other school travel data requested below.*

A. School data: based on the *Student In-Class Travel Tally*:

1. Number currently walking to school	21
2. Number currently biking to school:	4
3. Total currently walking or biking to school (add 1 & 2):	25
4. Number of K to 8 th graders in this school:	645

5. Percent of children in school currently walking or biking to school: (3 divided by 4): **4%**

B. Route Data:

1. Number of K to 8th graders living on or along the proposed route, within 2 miles: **75** This is based on
(mark all that apply): *Existing School Data: *Visual Observation Survey: *Estimates:
2. Number of children currently walking or biking along this route: **25**
3. Number of children who could walk or bike along the proposed route after improvements (count only those along or within ¼ mile of proposed route): **APPROXIMATELY 180 CHILDREN**

Section 6 – Specific Infrastructure Improvement(s) Requested

1. LOCATION *Note: Explain in the comments below, which treatments are needed for which street.*

Request #1 Street Name: PLEASE SEE ATTACHED SPREADSHEET FOR ROUTE INFORMATION

From: _____ To: _____

Request #2 Street Name:

From: _____ To: _____

Explain additional project sites here:

2A. SIDEWALK, BIKE LANE, PAVED SHOULDER, OR SHARED USE PATH

- | | |
|---|---|
| <input checked="" type="checkbox"/> Continuation of Existing Sidewalk | <input checked="" type="checkbox"/> New Sidewalk |
| <input type="checkbox"/> Continuation of Existing Bike Lane | <input type="checkbox"/> New Bike Lane (includes re-striping or reconstruction) |
| <input type="checkbox"/> Continuation of Paved Shoulder | <input type="checkbox"/> New Paved Shoulder |
| <input type="checkbox"/> Continuation of Shared Use Path | <input type="checkbox"/> New Shared Use Path |

Comments: describe below your requests in detail, including location, length, side of road, etc.

Request #1: THE MAIN TYPE OF PROJECT SUGGESTED IS THE ADDITION OF SIDEWALK, EITHER WHERE NONE EXISTS OR WHERE GAPS EXIST. PLEASE SEE THE ATTACHED SPREADSHEET FOR THE DETAILS ON THE SPECIFIC ROUTES, SEGMENTS, SUGGESTED PROJECTS, LOCATION, LENGTH AND COST.

Request #2:

Additional projects requests:

2B. TRAFFIC CONTROL (signs, signals, crosswalks, school zone signs, roadway markings, etc.)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Within school zone or school area | <input type="checkbox"/> Outside of school zone or school area |
| Is your Traffic Control request based on a Traffic or Engineering Study? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

Describe below your traffic controls requests (signs, signals, roadway markings, crosswalks, school zones, etc.)

Request #1: THE MAIN TYPE OF PROJECT SUGGESTED IS THE ADDITION OF PEDESTRIAN CROSSWALKS AND SOME ADDITIONAL SIGNAGE, INCLUDING ONE-WAY TRAVEL LANES DURING DROF-OFF/PICK UP TIMES AND IMPROVED SIGNAL TIMING. PLEASE SEE THE ATTACHED SPREADSHEET FOR THE DETAILS ON THE SPECIFIC

ROUTES, SEGMENTS, SUGGESTED PROJECTS, LOCATION, LENGTH AND COST.

Request #2:

Additional projects requests:

2C: OTHER REQUESTS (i.e. bike parking, traffic calming, other improvements not listed above)

Describe below the location and project characteristics of this request.

- If bike parking is requested, include the current and potential numbers of K-8 students who could use the facilities.
- If traffic calming is requested, describe the relevance of the request to school safety, the posted speed, operating speed, whether a speed study has been done and your efforts to work with law enforcement and the community to solve the speeding problems.

Request #1: NO OTHER REQUESTS ARE MADE.

Request #2:

3: OTHER INFORMATION Describe below other relevant information that you believe further supports funding

A. Opportunity to resolve a documented hazardous walking condition (see Section 1006.23, Florida Statutes: <http://tinyurl.com/2exwwnc>) and eliminate the resultant school busing. Include a discussion of public support for the project if busing were eliminated:

ELIMINATING SCHOOL BUSING IS NOT A SUGGESTION AT THIS TIME.

B. Opportunity to eliminate current courtesy busing being done for a perceived hazardous condition. Include a discussion of public support for the project if busing were eliminated:

ELIMINATING SCHOOL BUSING IS NOT A SUGGESTION AT THIS TIME.

C. Alternative solutions that were considered and rejected, including the reasons for rejecting these options:

NO ALTERNATIVE SOLUTIONS WERE CONSIDERED AND REJECTED DURING THIS PLANNING PROCESS.

D. Alternative solutions to be further explored before deciding on a final solution, including reasons for considering:

NO ALTERNATIVE SOLUTIONS WERE CONSIDERED AND REJECTED DURING THIS PLANNING PROCESS.

ATTACHED TO THIS APPLICATION ARE PORTIONS OF THE SAFE ROUTES TO SCHOOL REPORT THAT WILL BE USED AS THE IMPLEMENTATION GUIDE FOR THIS PROJECT, SHOULD IT BE FUNDED. THIS EXPLAINS THE EFFORT AND METHODOLOGY. IT DETAILS SCHOOL DATA, AGENCY COORDINATION, CRASH HISTORY, ROUTE IDENTIFICATION AND FIELD REVIEW. IT DESCRIBES THE SCHOOL BOUNDARY, THE EXISTING LAND USES IN THE AREA, THE EXISTING ROADWAY CHARACTERISTICS FOR EACH SUGGESTED ROUTE, INCLUDING FACILITY TYPE, SPEED LIMIT, AND ESTIMATED AADT. THE REPORT ALSO DETAILS THE SITE ASSESSMENT PROCESS AND DESCRIBES THE EXISTING FACILITIES AND TRAFFIC CONTROL DEVICES IN THE AREA. FINALLY, THE RECOMMENDED ROUTES HAVE BEEN PUT IN A SUMMARY TABLE, INCLUDING THE RECOMMENDED IMPROVEMENTS. COSTS HAVE BEEN SUMMARIZED IN AN OPINION OF PROBABLE COST WITH OPINIONS FOR CONTINGENCY, MOBILIZATION, MOT, DESIGN AND CEI. TABLES AND MAPS HAVE BEEN INCLUDED FOR EACH ASPECT OF THE REPORT.

Section 7 A– Cost Estimate

Notes: This Cost Estimate is designed to give FDOT a reasonable estimate of the cost of your proposed project. It is important to make this cost estimate as accurate as possible.

- This FDOT Transportation Costs website gives various resources, including FDOT District contacts in the Estimates Offices, who can help you with your cost estimate: <http://www.dot.state.fl.us/planning/policy/costs/default.shtm>.
- Some Districts may choose to do the design work themselves or ask the local agencies to use their own resources to design low cost projects. Contact your District Safety Engineer to find out how your District handles this issue.
- If your project is seriously considered for funding, your District may prepare a detailed cost estimate, which may be different from the one you submit. However, some Districts fund projects according to the Cost Estimate listed here, and the Applicant and/or Maintaining Agency are responsible for any difference in cost. Contact your District Safety Engineer if you have any questions.
- Infrastructure projects must follow appropriate design criteria. Projects on the State Highway System must follow the criteria established in the Plans Preparation Manual (PPM) and the FDOT design standards. Projects on local systems must meet the minimum standards and criteria provided in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook). These documents can be found on FDOT's web site at: <http://www.dot.state.fl.us/rddesign/CS/CS.shtm>.

Construction Cost	\$725,507.00
Maintenance of Traffic (MOT)	\$72,550.00
Mobilization	\$72,550.00
Subtotal	\$870,607.00
Contingency (15% of Subtotal)	\$130,591.00
Total Construction Cost	\$1,001,198.00
Professional Engineering Design (15% of Total)	\$150,179.00
Construction Engineering and Inspection (CEI) (15% of Total)	\$150,179.00
Grand Total	\$1,301,557.00

Section 7 B– Cost Estimate Narrative

- 1) Explain who did the Cost Estimate and what experience he or she has had in Cost Estimating: **THESE COSTS WERE FIGURED BY THE CORRADINO GROUP, A PROFESSIONAL ENGINEERING FIRM WHO SPECILIZES IN ROADWAY PLANNING, DESIGN AND CONSTRUCTION.**
- 2) How did you arrive at the estimated amounts above? **THE FIGURES WERE ARRIVED AT BY MEASURING THE LENGTH OF THE NEEDED IMPROVEMENT AND APPLYING GENERAL FDOT UNIT COST ESTIMATES FOR THEM.**
- 3) If you can, attach a breakdown of the construction costs by pay item.

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RESOLUTION NO. 2010-49

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE CORRADINO GROUP, INC. FOR THE DEVELOPMENT OF A SAFE ROUTES TO SCHOOL STUDY AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$50,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, diversified modes of travel offer options for mobility and raise awareness of walking and/or biking within the Village of Palmetto Bay for all residents including children; and,

WHEREAS, the Safe Routes to School (SRTS) Program is a national program that was developed to encourage children to walk and bicycle to school; and,

WHEREAS, safe routes coupled with the Villages municipal circulator routes would further extend intermodal connectivity in the community; and,

WHEREAS, The Corradino Group provided essential services for the Village to receive grant funding in an amount of \$40,000 for the development of a Safe Routes to School Study; and,

WHEREAS, The Village of Palmetto Bay entered into an Interlocal Agreement with Miami-Dade County Metropolitan Planning Organization on February 1, 2010 for the development of a Safe Routes to School Study; and,

WHEREAS, the program is geared at encouraging elementary and middle school students to walk to school; and,

WHEREAS, the Village will pay up to \$10,000 for the study and use the information to apply for federal grant money to support construction efforts; and,

WHEREAS, in response to the Village's needs, the Department of Public Works is proceeding to develop a Safe Routes to School Study and implement the provisions of the Metropolitan Planning Organization Interlocal Agreement; and,

WHEREAS, as per Resolution No. 2010-36 approved on April 12, 2010, The Corradino Group is qualified to provide ongoing transportation engineering services for the Village of Palmetto Bay; and,

WHEREAS, further assessing and recommending infrastructure improvements in and around existing public and private school sites within the boundary of Palmetto Bay; and,

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



NOTICE TO PROCEED

June 16, 2010

The Corradino Group, Inc.
4055 NW 97th Avenue
Doral, Florida 33178

Attention: Joseph M. Corradino, AICP; President
Name, Title

Project Description: Prepare Safe Routes to School Study for Miami-Dade Metropolitan
Organization Municipal Grant

Gentlemen:

Please take notice that the Commencement date to begin the development of a Safe Routes to School Study is June 16, 2010. Completion date shall be six (6) months from the commencement date. Therefore the date of completion of all work is February 18, 2011. Said date should begin the Contract Time.

The Engineer in charge of this capital improvement project for the Village of Palmetto Bay will be:

Joseph M. Corradino, AICP
The Corradino Group, Inc.
4055 NW 97th Avenue
Doral, Florida 33178
Ph: (305) 594-0735
Fx: (305) 594-0755

Sincerely,

Corrice E. Patterson,
Director of Public Works

Cc: Danny Casals, Field Operations Supervisor
Josh Bocks, The Corradino Group, Inc.

May 3, 2010

Corrice E. Patterson
Public Works Director
Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, Florida 33157
(305) 259-1234

RE: Safe Routes to School

Ms. Patterson:

This proposal is for Corradino to Conduct the Safe Routes to School study for the Village of Palmetto Bay.



Safe Routes to School

SCOPE OF SERVICES

I. OBJECTIVE

The purpose of this study is to prepare:

1. "Safe Routes to School" plans for selected elementary schools that identify a safe route within the school attendance boundary, infrastructure improvements to the "safe route" and cost estimates.
2. FDOT "Safe Routes to School" infrastructure funding applications for the schools studied.

12. BACKGROUND

The MPO prepared the "Safe Routes to School Program Study" in 2003 to create a procedure for identifying safe routes to schools (SRTS) and improvements to those routes that meet the FDOT criteria for SRTS funding. SRTS plans have been developed for 32 elementary schools that were identified in high-pedestrian crash areas, that had large numbers of students walking to school or that had potential for attracting additional walking trips by students. SRTS efforts are coordinated

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 Schools

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

Public Schools:

Coral Reef Elementary
Howard Drive Elementary
Perrine Elementary

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.

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

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	Extent:	Cost
1	New Sidewalk	152 St, 82 Ct to 82 Ave	\$45,000
2	Miniature Traffic Circle	82 nd 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.

VI. PROJECT MANAGER

Josh Bocks

VII. SCHEDULE

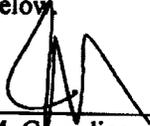
The Consultant should complete this work in six (6) months.

VIII. ESTIMATED COST

The estimated budget for this study is \$50,000.

If you should like to proceed with this effort please sign below.

Agreement Submitted By:



Joseph M. Corradino, AICP
The Corradino Group

DATE

5-3-10

Agreed To By:



Corrice E. Patterson, Public Works Director
Village of Palmetto Bay

DATE

5-3-10