Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the Mayor and City Clerk to enter into a Maintenance Memorandum of Agreement (MMOA) with the Florida Department of Transportation (FDOT) for the construction of crosswalks on 41st Street from Chase Avenue to Pine Tree Drive as part of the FDOT Pedestrian Corridor Improvement Project.

Key Intended Outcome Supported:

Enhance mobility throughout the City.

Supporting Data (Surveys, Environmental Scan, etc.):

Transportation remains one of the most significant areas to address from the survey results (often mentioned as a key quality of life issue). 24% of residents rated traffic flow excellent or good, and 37% as poor. 35% of residents rated the availability of pedestrian trails and bicycle paths/lanes as excellent or good, and 30% as poor.

Issue:

Shall the Mayor and City Commission approve the Resolution?

Item Summary/Recommendation:

FDOT has recently started corridor improvements along 41st Street. The project scope of work consists of constructing pedestrian improvements at major intersections along 41st Street from Chase Avenue to Pine Tree Drive. The City has requested a scope modification for the pedestrian crosswalks. The City has entered into a Joint Participation Agreement (JPA) with FDOT on September 11, 2008 to modify this scope of work to include pedestrian crosswalks that are of a certain style which is consistent with previous citywide applications installed by FDOT at other crosswalk locations in the past, such as on 41st Street and Alton Road. This will upgrade the standard crosswalk striping currently provided in the project. Pursuant to Section 2(g) of the JPA, the City is required to enter into a Maintenance Memorandum of Agreement (MMOA) with FDOT and present the MMOA to the City Commission for approval and execution (See Attachment 1, MMOA). In order to have FDOT install the crosswalk upgrades, the City through the MMOA must assume responsibility for maintenance.

FDOT has begun general improvements on 41st Street during the week of June 16, 2008. FDOT will begin installing the crosswalks during the week of October 27th and anticipates installing the pedestrian countdown signals by the end of November 2008.

The Administration recommends approval of the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Fernando Vazquez, City Engineer, x.6399

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB	RCM	JMG

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MIAMIBEACH

AGENDA ITEM C7I

DATE 11-5-08

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: November 5, 2008

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CONSTRUCTION OF CROSSWALKS ON 41ST STREET FROM CHASE AVENUE TO PINE TREE DRIVE AS PART OF THE FDOT PEDESTRIAN CORRIDOR IMPROVEMENT PROJECT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

N/A

ANALYSIS

State Road (SR) 112, 41st Street is a Federal classified Principal Urban Arterial under the jurisdiction of the Florida Department of Transportation (FDOT). Improvements along 41st Street are currently listed as Financial Project Number 418238 in the Metropolitan Planning Organization (MPO) 2008-12 Transportation Improvement Plan (TIP). The project work plan consists of constructing pedestrian improvements; including American Disability Act (ADA) compliant curb ramps, standard pedestrian crosswalk striping, and pedestrian countdown signals at major intersections along 41st Street from Chase Avenue to Pine Tree Drive.

The City has entered into a Joint Participation Agreement (JPA) with FDOT on September 11, 2008 to modify this scope of work to include pedestrian crosswalks that are of a certain style which is consistent with previous citywide applications installed by FDOT at other crosswalk locations in the past, such as on 41st Street and Alton Road. This will upgrade the standard crosswalk striping currently provided in the project. Pursuant to Section 2(g) of the JPA, the City is required to enter into a Maintenance Memorandum of Agreement (MMOA) with FDOT and present the MMOA to the City Commission for approval and execution (See Attachment 1, MMOA). In order to have FDOT install the crosswalk upgrades, the City through the MMOA must assume responsibility for maintenance.

FDOT has begun general improvements on 41st Street during the week of June 16, 2008. FDOT will begin installing the crosswalks during the week of October 27th and anticipates installing the pedestrian countdown signals by the end of November 2008.

CONCLUSION

The Administration recommends approving the Resolution.

Attachments:

1. Maintenance Memorandum of Agreement

JMG/RCM/FHB/FV/XF/cl

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CONSTRUCTION OF CROSSWALKS ON 41ST STREET FROM CHASE AVENUE TO PINE TREE DRIVE AS PART OF THE FDOT PEDESTRIAN CORRIDOR IMPROVEMENT PROJECT.

WHEREAS, State Road 112 41st Street is one of the Federal Classified Principal Urban Arterials, which falls under the jurisdiction of the Florida Department of Transportation (FDOT); and

WHEREAS, improvements along 41st Street are currently listed as Financial Project Number 418238 in the Metropolitan Planning Organization (MPO) 2008-12 Transportation Improvement Plan (TIP); and

WHEREAS, the project work plan consists of constructing pedestrian improvements, including Americans with Disabilities Act (ADA) compliant curb ramps and striping, at major intersections along 41st Street, from Chase Avenue to Pine Tree Drive; and

WHEREAS, the City entered into a Joint Participation Agreement (JPA) with FDOT on September 11, 2008 for textured stamped asphalt pedestrian crosswalk striping that are consistent Citywide; and

WHEREAS, pursuant to Section 2(g) of the JPA, the City is required to enter into a Maintenance Memorandum of Agreement (MMOA) with FDOT; and

WHEREAS, the Administration would recommend that the Mayor and City Commission approve and authorize the Mayor and City Clerk to execute a Maintenance Memorandum of Agreement with FDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute a Maintenance Memorandum of Agreement (MMOA) with the Florida Department of Transportation (FDOT) for the construction of crosswalks on 41st Street from Chase Avenue to Pine Tree Drive as part of the FDOT Pedestrian Corridor Improvement Project.

PASSED AND ADOPTED this _____ day of ____ 2008.

ATTEST:

_____ CITY CLERK

_____ MAYOR

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 10/27/08 Date

ATTACHMENT 1

FLORIDA DEPARTMENT OF TRANSPORTATION
PATTERNED TEXTURED PAVEMENT ON PEDESTRIAN CROSSINGS
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH
CITY OF MIAMI BEACH

This **AGREEMENT**, entered into this ____ day of _____, 2008, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT,** and the **CITY OF MIAMI BEACH**, a municipal corporation of and existing under the Laws of the State of Florida, hereinafter called the **CITY**.

RECITALS:

WHEREAS, the **DEPARTMENT** has jurisdiction over **State Road (SR) 112/41st Street from Chase Avenue to Pine Tree Drive,** within the limits of the **CITY,** as part of the State of Florida Highway System; and

WHEREAS, the **DEPARTMENT** is installing patterned textured pavement crosswalks on SR 112 in accordance with **DEPARTMENT** Contract #T-6163, the limits of which, hereinafter **PROJECT LIMITS,** are described in the attached Exhibit `A', which by reference hereto shall become a part hereof; and

WHEREAS, the **DEPARTMENT** and the **CITY** are both committed to improving the aesthetics within the **PROJECT** LIMITS; and

WHEREAS, the **CITY** has requested the **DEPARTMENT** to install patterned textured pavement crosswalks, at various intersections within the **PROJECT LIMITS,** and the **DEPARTMENT** is willing to do so subject to the terms and conditions contained herein; and

WHEREAS, the **CITY,** by Resolution No._____, dated _____, attached hereto as Exhibit `B', which by reference hereto shall become a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. DEPARTMENT RESPONSIBILITIES

1.1. Assignment

The **DEPARTMENT** and the **CITY** agree that, by executing this **AGREEMENT**, all maintenance responsibilities pertaining to the patterned textured pavement crosswalks installed by the **DEPARTMENT** on behalf of the city on various intersections within the **PROJECT LIMITS** will be assigned to the **CITY** in perpetuity.

2. CITY'S MAINTENANCE RESPONSIBILITIES

The **CITY** shall be solely responsible for maintenance of the decorative asphaltic surface on all patterned textured pavement crossings installed by the **DEPARTMENT** on behalf of the **CITY** within the **PROJECT LIMITS** and shall:

2.1 Periodically remove all litter from the patterned textured pavement crosswalk surfaces.

2.2. Maintain and make repairs to the patterned textured pavement crosswalk surfaces to prevent safety hazards for those using or intending to use the pedestrian crossings.

2.3 Periodically sweep the patterned textured pavement surfaces on pedestrian crossings to keep them free of debris and to maintain an aesthetically pleasing condition. A light pressure washing may be necessary for heavy stain removal or cleaning.

2.4 For any routine repairs or replacements due to noticeable color scarring or surface deterioration of the patterned textured pavement surfaces, the product authorized installer should be contacted (Atlantic Paving Co., Inc. of 8309 NW 70th St., Miami, Florida 33166/Phone No. 305-513-8632).

3. AMENDMENTS

This **AGREEMENT** may be amended in writing if mutually agreed to by both parties.

4. MAINTENANCE DEFICIENCIES

If, at any time during the term of this **AGREEMENT,** it shall come to the attention of the **DEPARTMENT'S DISTRICT MAINTENANCE ENGINEER** that all or any part of the **CITY'S** maintenance responsibilities, as established herein, are not being properly accomplished pursuant to the terms of this **AGREEMENT**, said **DISTRICT MAINTENANCE ENGINEER** may, at his option, issue a written notice, in care of the **CITY MANAGER**, to place the **CITY** on notice regarding its maintenance deficiencies. Thereafter, the **CITY** shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies cited are not corrected, or (if the deficiency or deficiencies are such that it/they can not be corrected within 30 days) if the **CITY** does not commence to correct the cited deficiency or deficiencies within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

4.1. Maintain the patterned textured pavement crosswalks declared deficient with **DEPARTMENT** and / or independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **CITY**.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attention: District Maintenance Engineer

To the CITY: City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: City Manager

6. PATTERNED TEXTURED PAVEMENT CROSSWALKS INSTALLATION

6.1. It is understood between the parties hereto that the patterned textured pavement crosswalks covered by this **AGREEMENT** may be removed at any time in the future, as found necessary by the **DEPARTMENT,** in order that the adjacent State road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the **DEPARTMENT**. All costs associated with such activities will be solely at the expense of the **DEPARTMENT**.

7. TERMINATION

7.1 This **AGREEMENT** is subject to termination for cause after the **DEPARTMENT'S** completion of construction and installation of the patterned textured pavement crosswalks contemplated and covered herewith and further subject to, and under the following conditions:

In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **CITY** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **CITY** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.

7.2 Notwithstanding Section 7.1 above, the **AGREEMENT** may be terminated without cause only if mutually agreed to by both parties, with a six (6) month written notice.

8. TERMS

8.1. The terms of this **AGREEMENT** shall only commence upon execution by all parties and after the **CITY** receives the Notice To Proceed letter from the **DEPARTMENT**. This **AGREEMENT** shall continue in perpetuity or until termination as set forth in Section 7.

8.2. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are not other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged

8.3. This **AGREEMENT** is nontransferable and nonassignable in whole or in part without the prior written consent of the **DEPARTMENT**.

8.4. This **AGREEMENT**, regardless of where executed, shall be governed by and constructed in accordance with the laws of the State of Florida.

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

CITY OF MIAMI BEACH:

BY:_____
Mayor

ATTEST:_____
City Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:

BY:_____
District Secretary

ATTEST:_____
Executive Secretary

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 10/10/08 Date

LEGAL REVIEW:

BY: _____
District General Counsel

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the patterned textured pavement surface pedestrian crossings to be maintained under this **AGREEMENT.**

State Road Number:	112 (41st Street)
Agreement Limits:	From Chase Avenue to Pine Tree Drive
County:	Miami-Dade

EXHIBIT 'B'

CITY RESOLUTION

To be herein incorporated once ratified by the City of Miami Beach Board of City Commissioners.