



Miami-Dade County Board of County Commissioners

Office of the Commission Auditor

Transit and Mobility Services Committee

December 14, 2016
9:30 A.M.
Commission Chamber

Research Division

Office of the Commission Auditor
111 NW First Street, Suite 1030
Miami, Florida 33128
305-375-4354

**Transit and Mobility Services
December 14, 2016 Meeting
Research Notes**

Item No.	Research Notes
1G1 162368	ORDINANCE RELATING TO PARKING IN COUNTY ROAD SWALES; AMENDING SECTION 30-292 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROHIBITING PARKING IN SWALE UPON SECTION LINE AND HALF SECTION LINE COUNTY ROADS; PROVIDING PENALTIES; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE
Notes	<p>The proposed ordinance amends Section 30-292 of the Miami-Dade County Code to prohibit parking in swales upon section line and half section line County Roads.</p> <p>Section 30-292. – Stopping, standing or parking prohibited in specified places.</p> <p>(1) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:</p> <p>(d) Park a vehicle upon any swale area in the public right-of-way upon any section line or half section line County road unless: (i) otherwise authorized by law or ordinance; or (ii) adjacent to a single family home residence for a temporary period not to exceed 24 hours with permission of the owner or occupant of the residence, for non-commercial uses, and provided such vehicle is parked completely off the pavement and sidewalk. Any violation of this paragraph shall be punished by a fine not exceeding fifty dollars (\$50.00).</p> <p><u>Background</u></p> <p>Swales in Miami-Dade County are utilized as natural drainage for stormwater falling upon streets, sidewalks and driveway approaches, as well as providing a filter for stormwater runoff from streets, thereby reducing the pollutants in groundwater. Swales also serve the additional role of allowing adequate sight distance for motor vehicles exiting a property, as well as providing a safe and clear recovery zone for motor vehicles.</p>
2A 162754	RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO DEVELOP A PLAN TO PROVIDE A REASONABLE PUBLIC NOTICE AND COMMENT PERIOD PRIOR TO REMOVAL OF TRAFFIC CONTROL DEVICES FROM COUNTY ROADS; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO PROVIDE A REPORT AND PLACE THE REPORT ON AN AGENDA OF THIS BOARD WITHIN 90 DAYS OF THE EFFECTIVE DATE OF THIS RESOLUTION
Notes	<p>The proposed resolution directs the County Mayor or County Mayor’s designee to:</p> <ul style="list-style-type: none"> • Develop a plan to provide a reasonable public notice and comment period prior to removal of traffic control devices from County roads, which period should be no less than a minimum of thirty days prior to the removal of any traffic control device unless a shorter period is necessitated by virtue of immediate public safety concerns; and • Provide a report regarding this plan to the BCC within 90 days of the effective date of this resolution and place the completed report on a BCC agenda.
2B 162748	RESOLUTION DIRECTING THE MAYOR OR MAYOR’S DESIGNEE TO CONDUCT A COMPREHENSIVE TRAFFIC STUDY OF THE SCHENLEY PARK AREA
Notes	<p>The proposed resolution directs the Mayor or Mayor’s designee to:</p> <ul style="list-style-type: none"> • Conduct a comprehensive traffic study of the Schenley Park area; and <ul style="list-style-type: none"> ○ The traffic study should include, but should not be limited to, an assessment of the need to implement additional traffic and speed calming devices such as, but not limited to, traffic signage, striping, sidewalks, speed humps, and additional law enforcement. ○ Additionally, the study should include the appropriate investigation to determine and recommend whether there are any roads within the study area where the posted speed limit of 30 mph should be reduced to 25 mph. • Provide a report regarding the traffic study identified to the BCC within 120 days of the effective date of this resolution and place the completed report on a BCC agenda.
2C 162750	RESOLUTION DIRECTING THE MAYOR OR MAYOR’S DESIGNEE TO CONDUCT A COMPREHENSIVE TRAFFIC STUDY OF THE CORAL VILLA ESTATES AREA
Notes	<p>The proposed resolution directs the Mayor or Mayor’s designee to:</p> <ul style="list-style-type: none"> • Conduct a comprehensive traffic study of the Coral Villa Estates area; and

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	<ul style="list-style-type: none"> ○ The traffic study should include, but should not be limited to, an assessment of the need to implement additional traffic and speed calming devices such as, but not limited to, traffic signage, striping, sidewalks, speed humps, and additional law enforcement. ○ Additionally, the study should include the appropriate investigation to determine and recommend whether there are any roads within the study area where the posted speed limit of 30 mph should be reduced to 25 mph. • Provide a report regarding the traffic study identified to the BCC within 120 days of the effective date of this resolution and place the completed report on a BCC agenda.
3A 162026	RESOLUTION AUTHORIZING AWARD OF MARKETING PARTNERSHIPS AGREEMENT (MPA-01) TO CIVIQ SMARTSCAPES LLC; WAIVING IMPLEMENTING ORDER 8-9 TO ALLOW ADVERTISING OF ALCOHOL; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE MODIFICATIONS, OPTIONS-TO-RENEW, CANCELLATION PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN
Notes	<p>The proposed resolution approves a Marketing Partnerships Agreement (MPA-01) with CIVIQ Smartscales LLC (CIVIQ) to implement the CIVIQ Mobility Experience Project (Project), and waives Implementing Order 8-9 to allow the advertising of alcohol, which is consistent with advertising on County buses, metromover, metrorail, and bus benches and shelters. Placement of all advertisement will comply with Florida Statutes. Prospectively this Agreement will allow installations at any County facility including Miami International Airport and PortMiami.</p> <p>The Project will provide a comprehensive solution to the County, allowing CIVIQ to deploy interactive units countywide to enhance citizen experience and introduce new digital applications, advertisements, and content, including the implementation of the following:</p> <ul style="list-style-type: none"> • Up to 300, but no fewer than 150 interactive touch screen kiosks with free WiFi, informational alerts, video surveillance cameras, and integration with County mobile access applications such as transit predictive arrivals; • 1,099 Wi-Fi devices to provide free Wi-Fi on all Metrobus, Metromover, and Metrorail Vehicles; and • 51 Wi-Fi devices to provide free Wi-Fi at all Metromover and Metrorail stations. <p>As part of this Agreement, CIVIQ will initially invest approximately \$20 million in up-front capital costs and be responsible for recurring operating and maintenance costs. This will result in cost savings to the County of approximately \$2.1 million in cellular charges, and further cost avoidance of approximately \$6 million in Years 1 through 15. Additionally, updates to the technology and associated applications are included at CIVIQ's expense to mitigate obsolescence of the systems. This project will enhance user experience by providing a comprehensive engagement solution and enable the County to utilize crowdsourced data to better plan mobility services.</p> <p>Through the implementation of the Project, CIVIQ will be responsible for:</p> <ul style="list-style-type: none"> • Ensuring that when installed adjacent to an existing bus shelter or bench, kiosks do not obscure any existing advertisement panel; • All metering and utility costs; and • All costs related to Project implementation support. <p>This contract establishes a Marketing Partnership Program that will provide a financial benefit to the County in the form of non-tax revenue and in-kind services in exchange for access to the potential commercial marketing associated with certain County assets. This Marketing Partnership meets the criteria set forth in the applicable ordinance and the applicable implementing order. In this instance, direct negotiations were utilized because the use of the competitive method would not have added significant value to the Marketing Partnership and because of the time sensitivity of the agreement.</p> <ul style="list-style-type: none"> • How were discussions regarding this Agreement initiated? <p><u>Fiscal Impact/Funding Source</u></p> <p>This initial term of this Agreement is 15 years with two (2), five-year options to renew. There are no up-front costs to the County, with cost savings of \$2.1 million and revenue sharing.</p> <ul style="list-style-type: none"> • Are there future costs associated with the Agreement?

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		Gross Revenue	Agreement Year from Effective Date	Term
		3%	Up to 6	Initial Term
		4%	Up to 12	Initial Term
		5%	Up to 17	1 st Renew Term
	<p>Recommended Marketing Partner CIVIQ Smartscales LLC, 430 Fortune Blvd., Milford, MA 01757</p> <p><u>Additional Information on the Miami-Dade County Marketing Partnerships Program</u> On July 15, 2014 the BCC adopted Ordinance No. 14-99 creating the Miami-Dade County Marketing Partnerships Program; creating Article CXLIII of the County Code. A key strategy of the Program is to leverage County assets (properties, programs, etc.) across departments to enhance the County's position to attract major sponsors/partners. Through the Program, the County pursues revenue from private corporations and small enterprises; other governmental entities; foundations and charitable groups; and philanthropists and individuals.</p> <p>The Program supports and does not supplant current private-sector partnership/revenue generation programs that are already active in various departments unless there is a greater potential to increase revenue generation by inclusion in the new program through marketing partnership agreements.</p>			
3B 161918	RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI WHEREBY THE COUNTY AGREES TO REPLACE AN EXISTING FENCE ON COUNTY PROPERTY AND THE CITY AGREES TO REIMBURSE THE COUNTY FOR ALL COSTS INCURRED AS A RESULT OF THE PROPOSED WORK ESTIMATED TO BE \$50,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF THE COUNTY AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN			
Notes	<p>The proposed resolution approves an Interlocal Agreement (Agreement) between Miami-Dade County (County) and the City of Miami (City). The Agreement provides for the County to replace an existing six (6) foot high fence with a proposed four (4) foot high fence on Metrorail right-of-way along US 1 between SW 27 Avenue and SW 24 Avenue, and for the City to reimburse the County for all incurred expenses.</p> <p><u>Fiscal Impact</u> There is no fiscal impact to the County. The estimated cost of the project is \$50,000; however, the Agreement requires the City to reimburse the County, within thirty (30) days of completion of the project, for all costs incurred in the design and replacement of the fence.</p> <p><u>Background</u> The City has requested that an existing six (6) foot high fence located on Metrorail right-of-way, between SW 27 Avenue and SW 24 Avenue, be removed and replaced with a four (4) foot high fence to allow greater visibility to the businesses located on the Northeast side of US-1, immediately adjacent to the Metrorail right-of-way. The County has determined that there would be no negative impact to County property, facilities, or operations as a result of the change in height of the fence. Under the terms of the Agreement, the County would remove the existing six (6) foot high fence and replace it with a four (4) foot high fence, the design of which the City and County have mutually agreed to. The fence will remain the property of the County.</p>			
3C 162514	RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF KEY BISCAIYNE FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN			
Notes	<p>The proposed resolution approves an Interlocal Agreement (Agreement) for Public Transportation Services between Miami-Dade County (County), through the Department of Transportation and Public Works (DTPW), and Village of Key Biscayne (Village) for the operation of public transportation service in and around the Village.</p> <p>This Agreement allows the Village to provide public transportation services in accordance with Chapter 31, Article III, and Section 31-113 of the County Code, which allows municipalities to operate public transportation services in accordance with Interlocal Agreements with the County.</p>			

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	<p>Key provisions of this Agreement include:</p> <ul style="list-style-type: none"> • The Village will adhere to all county, federal, state and local transit operating and reporting requirements. • This Agreement will remain in force for five (5) years and is subject to one (1) five-year automatic renewal. Each party has the right to terminate for cause or without cause. • DTPW and the Village will work collaboratively to exchange route and schedule information for the benefit of riders. • The Trolley will operate 6:30 AM to 9:00 PM, Monday through Friday. On Saturday and Sunday, the service will operate between 8:00 AM to 8:00 PM. • The Mast Academy stop will be served Monday through Friday 7:00 AM to 9:00 AM, and 2:30 PM through 5:30 PM. • The route will include stops at the following locations: Village Green Park, Village Hall, Winn Dixie Shopping Center, United States Post Office located on Crandon Boulevard, and Lake Park. • The Village Trolley will connect to the County Bus Route B. • The Village is responsible for bus stop passenger amenities, such as bus shelters and benches at all bus stops, served by the proposed route. <p><u>Fiscal Impact</u></p> <p>There is no fiscal impact to the County for this Agreement. The Village will be responsible for all operating and maintenance costs of the service and has advised that the service will be funded from the Village's share of the Charter County Transportation Surtax Allocation. The Village Trolley is a fare-free service. In the case where the Village may charge a fare, similar to other agreements for service, this Agreement requires the Village to enact a fare structure to include the acceptance of all DTPW passes, transfers, or identification entitling an eligible passenger to ride the service without paying an additional fare (i.e., Patriot Passport and Golden Passport) or for half fare (i.e. kindergarten - 12th grade students).</p> <p><u>Background</u></p> <p>According to the most recent Village of Key Biscayne Transit Mobility study, "over the last 11 years there have been 15 similar efforts to study traffic and transportation. In each, their conclusion has been ... that there is a lot of traffic." As a part of the Village's community outreach efforts, the Village focused on multiple levels of communication including meetings with community stakeholders, staff, and elected officials. A public workshop was held as a part of the Village of Key Biscayne Transit Mobility Study.</p> <p>The Village of Key Biscayne is currently served by the County's Route B Bus. On May 10, 2016, the Village Council adopted Resolution R-2016-14, approving an Interlocal Agreement with Miami-Dade County relating to the public transportation service. The new Interlocal agreement will authorize the operation of a new Village Trolley, which will operate in Key Biscayne. The purpose of the new Trolley route is to provide local residents, seasonal residents, tourist, visitors, and workers with a mode of public transportation that improves mobility, and enhances connections to existing local and regional transit. The new service is expected to provide relief from local traffic congestion while reducing parking issues.</p> <p>Consistent with Section 31-113, this Agreement (Section 2.10 and Section 3.1) requires that the County to have the right to bid for this service should the City outsource the operations of its transit system. On June 16, 2016, the City provided the County with an opportunity to bid on the Village Trolley and the County made a decision not to submit a bid.</p>