



OFFICE OF THE MAYOR

MEMORANDUM

TO: City Council
FROM: Eric W. Olson, City Administrator *EW*
DATE: April 23, 2018
SUBJ: West Cervantes Corridor

During the discussion about projects included in the Local Option Sales Tax IV plan at your April 10 meeting, you requested additional information about the status of the West Cervantes corridor improvements. As you are aware, in your amendments to the FY 2018 budget you appropriated \$1.5 million dollars from LOST IV funds for unspecified improvements to that state roadway.

I stated at the meeting that City, County and FDOT staff representatives were continuing to meet in order to determine the best course of action for addressing the short and long term concerns about traffic and pedestrian safety on West Cervantes from North A Street to Dominquez Street. There are two items that they are coordinating. The first item is the scheduling and funding of a traffic feasibility study for the corridor. The second item is designing and installing short term upgrades to the pedestrian infrastructure.

FDOT requires a traffic feasibility study in order to determine whether or not it should move forward with suggested alterations to West Cervantes, such as a road diet, but FDOT did not include funding for a study in its five-year work plan. To accelerate the timeline for the study, FDOT has agreed that it will begin the study as soon as practicable if the City and County will agree to jointly fund it. A recommendation to that affect, along with an interlocal agreement explaining how the cost will be shared, will be presented to you for action at your May 10 meeting. The Board of County Commissioners is scheduled to act on the recommendation at its May 3 meeting.

In a separate but complementary activity, FDOT is conducting a safety study of the West Cervantes corridor. That study is scheduled to be completed this July. Using the study's recommendations as our guide, we intend to use the LOST IV appropriation to design and install upgrades to the pedestrian infrastructure within the City's section of the corridor. Depending on the nature of the improvements, we may enter into a local funding agreement with FDOT. That agreement would be separate and distinct from any agreement to fund the traffic feasibility study.

In summary, pending your approval in May, the City will jointly fund the traffic feasibility study with the County and FDOT will manage it. We will wait until we have the results of FDOT's safety study before we make a decision about what improvements to make to the pedestrian infrastructure.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00185

City Council

5/10/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

APPROVAL OF INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY AND LETTER OF REQUEST TO FDOT FOR WEST CERVANTES CORRIDOR TRAFFIC FEASIBILITY STUDY

RECOMMENDATION:

That City Council authorize the Mayor to take all necessary action to execute an Interlocal Agreement (ILA) with Escambia County relating to cost sharing for the West Cervantes Corridor Traffic Feasibility Study and approve a letter requesting the Florida Department of Transportation (FDOT) to program the locally-funded Traffic Feasibility Study.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 14, 2016, the Florida-Alabama TPO formally adopted the West Cervantes Corridor Management Plan. The Plan identified short-term and long-term strategies to improve the traffic flow and safety for all modes of travel along the corridor. The long-term strategies provided for a "road diet" with two options: (1) to reduce the existing four-lane facility to a two-lane facility; or (2) to rebalance the lanes by decreasing the width of the travel lanes and adding landscaped medians.

On July 13, 2017, the Pensacola City Council adopted Resolution No. 17-29 supporting the short-term and long-term recommendations within the West Cervantes Corridor Management Plan and the progression of the project through all phases by FDOT for design and roadway improvements.

City and County staff have met with FDOT representatives to determine the course of action to implement the Plan. Through the course of their meetings, it became apparent the next step was to proceed with a Traffic Feasibility Study to confirm the viability of the long-term strategy. Providing additional support for this decision have been the concerns voiced by FDOT with respect to allowing enhanced short-term improvements which might have to be removed to accomplish the long-term goals. Given that funds are not available through FDOT to facilitate the Study, the proposed Interlocal Agreement would allow the City and County to fund the Study locally by sharing the cost. The City and County portion would be based upon the proportion of the corridor within each jurisdiction.

The accompanying letter requests FDOT program the Study as soon as possible.

PRIOR ACTION:

September 20, 2017 - City Council adopted the Fiscal Year 2018 Budget.

FUNDING:

Budget:	\$1,500,000	Local Option Sales Tax Series IV
Actual:	\$ 384,000	Traffic Feasibility Study (64% of FDOT Estimate)
	<u>32,000</u>	8.3% Contingency
	<u>\$ 416,000</u>	

FINANCIAL IMPACT:

City Council appropriated \$1.5 million from Local Option Sales Tax Series IV funds for unspecified improvements to the West Cervantes Street Corridor in the Fiscal Year 2018 Budget. The estimated cost provided by FDOT is \$600,000. A contingency of 8.3% has been added to the estimate, increasing the overall project cost to \$650,000. The City's proportionate cost would be 64%, or \$416,000.

CITY ATTORNEY REVIEW: Yes

4/24/2018

STAFF CONTACT:

Eric W. Olson, City Administrator
L. Derrick Owens, Director of Public Works & Facilities/City Engineer
Sherry H. Morris, Planning Services Administrator

ATTACHMENTS:

- 1) Interlocal Agreement with Escambia County - West Cervantes Street Corridor Traffic Feasibility Study
- 2) FDOT Traffic Feasibility Study Letter of Request - West Cervantes Street

PRESENTATION: No

West Cervantes/Mobile Highway/SR 10A/US 90 Reconstruction Intent

City of Pensacola and Escambia County

April 23, 2018

The City of Pensacola and Escambia County desire to revitalize the W. Cervantes/Mobile Highway/SR 10A/US 90 corridor. As shown in the attached location and vicinity maps, the corridor is strategically located in the heart of Pensacola's westside and the Brownsville community. Both the City and the County view the revitalization of this corridor as a key to sustainable growth and area development including the revival of the Brownsville community.

Background

The nature of this corridor was changed dramatically in the late 1950s when to increase vehicular capacity, the roadway was expanded from two to four travel lanes. Prior to the construction of I-10 through the region, this was necessary to move regional traffic. However, increasing the number of travel lanes through the corridor came at the price of on-street parking, business vitality, pedestrian activity and the sense of community. A once vibrant corridor became dominated by vehicular traffic. The widened roadway bisected the Brownsville community and other westside neighborhoods. Cervantes Street/Mobile Highway now separated the residents from community recreation facilities, libraries and businesses along the opposite side of street.

Current Conditions

Today, the roadway corridor still overwhelmingly favors through vehicle travel. Pedestrians, bicyclists, transit and local business delivery vehicles along the corridor have major difficulties. As shown in Attachment 3, there are two basic typical sections for the corridor. Between North "A" Street and Pace Boulevard (East) and between Pace Boulevard and Dominguez Street (west). East of Pace Boulevard, Cervantes Street is a five-lane facility with four 11-foot lanes, a continuous left turn lane and 5.5 foot sidewalks on either side of the road. Right-of-way on this segment of the Cervantes corridor appears to be around 70 feet. West of Pace Boulevard Cervantes Street/Mobile Highway is a four-lane undivided roadway with 12-foot travel lanes and 6 to 7 foot sidewalks on either side of the road. This section of the corridor contains approximately 62 feet of right-of-way. The existing daily traffic, east of Pace Boulevard, is 19,400 with 3% heavy vehicle traffic. The existing daily traffic, west of Pace Boulevard, is 19,800 with 3% heavy vehicle traffic. There is a major bus route (ECAT Route 2) running the entire length of project corridor. The speed limit throughout the corridor is 35 mph. In addition, the corridor has several high accident locations, with 457 crashes reported during the

period from 2010 to 2015. Unfortunately, 31 of these crashes involved injuries or fatalities to pedestrians and bicyclists. Travel speed and inadequate lighting have played a significant role in many of these crashes. A previous FDOT study from January 2015 helped illustrate that this corridor needs to be a friendlier towards pedestrian and bicyclists. Within the overlapping portions of the corridor (Pace Boulevard to E Street) they counted an average of 1,266 daily crossings. Based on observation, it appears that this pedestrian/bicycle crossing number has steadily increased.

Purpose

W. Cervantes Street/Mobile Highway no longer serves as the major east-west through travel corridor since the coming of I-10 to the region. The City and County wish to repurpose the roadway towards serving a more local use. The City and County propose to rebalance this street to more evenly accommodate all travel modes. The goal of this is both to enhance the transportation experience and to support community revitalization by providing transportation infrastructure more suited to the goals of the Brownsville Community as well as the City and County, at large. East of Pace Boulevard, there is a strong desire to pursue a lane reduction from four travel lanes with a continuous turn lane to two travel lanes with a landscaped median, bike lanes, wider sidewalks, mid-block pedestrian crossings and on-street parking. West of Pace Boulevard, the traffic volumes are slightly higher and the right-of-way width is less however, a complete streets style reconstruction is considered necessary. A lane reduction would also be considered provided the upcoming FDOT traffic feasibility study results are favorable. These future configurations were illustrated in the Florida-Alabama Transportation Planning Organization's Corridor Management Plan and are included as attachments 4 and 5.

Timeline

The City of Pensacola and Escambia County realize that a full traffic feasibility study is needed before FDOT will consider any long-term changes to this roadway corridor. We want this study to occur as soon as feasible so the City of Pensacola and Escambia County are working on an interlocal agreement and will be jointly funding this estimated \$600,000 study. In the interim, both jurisdictions will be sending FDOT a letter requesting additional lighting and other short-term safety improvements for the corridor.



May 10, 2018

Mr. Bryant Paulk, AICP
Florida Department of Transportation
6025 Old Bagdad Highway
Milton, Florida 32583

RE: West Cervantes Street / Mobile Highway – Traffic Feasibility Study

Dear Mr. Paulk,

The Escambia County Board of County Commissioners at its Thursday, May 3, 2018 regular meeting, and the City of Pensacola Council at its Thursday, May 10, 2018 regular meeting approved this letter requesting that the Florida Department of Transportation (FDOT) program a traffic feasibility study for the West Cervantes Street / Mobile Highway corridor from A Street to Dominguez Street in the FDOT 5 Year Work Program. The two agencies also agreed via Interlocal Agreement (attached herein) to locally fund the study in efforts to expedite production of such.

The Florida-Alabama Transportation Planning Organization (FL-AL TPO) approved a Corridor Management Plan (CMP) for SR10A (US90) West Cervantes Street/ Mobile Highway from North A Street to Dominguez Street in December 2016. The CMP details significant traffic and crash data that was collected during the time period of 2010 – 2015. The annual average daily traffic along the corridor was approx. 17,250 in 2015 (approx. 16,400 west of Pace Blvd. and approx. 18,100 east of Pace Blvd.) The corridor experienced 457 crashes during the time period of 2010 – 2015. Of the crashes, 4 were fatalities, 147 resulted in injury, and 306 caused property damage only. The 4 fatalities occurred at the intersections or vicinity of Cervantes / N Street, Cervantes / E Street, Cervantes / F Street, and Mobile Highway / Krasnosky Avenue. 82 of the crashes occurred while it was dark, and 12 crashes occurred during the dawn or dusk periods of the day. However, outside of the CMP collection time period, numerous other crashes have occurred since with 1 being a fatality as recent as January 5, 2018.

The Board and Council's request is that FDOT program a traffic feasibility study along the corridor as soon as possible understanding that FDOT will manage the study, but funded locally.

Mr. Bryant Paulk

RE: West Cervantes Street / Mobile Highway – Traffic Feasibility Study

May 10, 2018


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We appreciate all the support that the County and City receives from the Department and look forward to the Department's response.

Sincerely,



Commissioner Jeff Bergosh, Chairman
Escambia County Board of County Commissioners



Councilman Gerald Wingate, President
City of Pensacola City Council

c: Jack Brown, Escambia County Administrator
Joy Jones, P.E., Escambia County Public Works Department Director
Colby Brown, P.E., Deputy Director, Escambia County Public Works
David Forte, Division Manager, Escambia County Public Works
Clara Long, Escambia County CRA Manager
Eric Olson, City of Pensacola Administrator
Derrick Owens, P.E., City of Pensacola Public Works Director
Ryan Novota, P.E., City of Pensacola Traffic Engineer
Helen Gibson, City of Pensacola CRA Administrator
Leslie Statler, City of Pensacola Planning Staff
Michael Lewis, FDOT District 3 Safety Office

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND THE CITY OF PENSACOLA RELATING TO THE WEST CERVANTES
STREET CORRIDOR TRAFFIC FEASIBILITY STUDY**

THIS AGREEMENT is made by and between Escambia County Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County and City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and the City are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and, thereby, cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is primarily responsible for carrying out the cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, the TPO previously selected State Road 10A (US 90 / West Cervantes St), from North "A" Street to Dominguez Street as the subject for a Corridor Management Plan (CMP); and

WHEREAS, on December 14, 2016, the TPO formally adopted the West Cervantes CMP; and

WHEREAS, the West Cervantes CMP identified both short-term and long-term strategies and projects to improve traffic flow and safety for all modes of travel along the West Cervantes corridor based upon a process that included the analysis of existing and future safety and travel capacity needs along with local stakeholder review and recommendations; and

WHEREAS, the West Cervantes CMP also detailed significant traffic and crash data collected from 2010-2015; and

WHEREAS, in 2015, the average annual daily traffic count was 17,250 vehicles, and 457 traffic accidents occurred on the corridor, with four accidents resulting in a fatality, 147 accidents resulting in bodily injury, and 306 accidents resulting in property damage; and

WHEREAS, since the CMP was completed, many other accidents have occurred on the West Cervantes corridor, and as recently as January 5, 2018, another accident resulted in a fatality; and

WHEREAS, the County and City have adopted Resolutions in support of the TPO's West Cervantes CMP and directed staff to cooperatively implement the short-term and long-term corridor improvements; and

WHEREAS, the West Cervantes corridor lies within the jurisdictional boundaries of both the City of Pensacola and Escambia County, with 4,250 feet or 36% of the corridor located within the unincorporated area of Escambia County and 7,600 feet or 64% of the corridor located within the City's jurisdiction; and

WHEREAS, the Florida Department of Transportation has estimated a traffic feasibility study for the West Cervantes corridor will cost a total of approximately \$600,000.00; and

WHEREAS, the County and City have determined it is in the best interest of the citizens to enter into this Agreement whereby the parties shall contribute funding for the completion of a traffic feasibility study for the West Cervantes corridor with each party bearing a proportionate share of the cost based upon the percentage of linear footage located within each jurisdiction.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Section 1. Purpose of Agreement.

1.1 Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Purpose. Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties shall contribute funding for the completion of a traffic feasibility study for the West Cervantes corridor with each party bearing a proportionate share of the cost based upon the percentage of linear footage located within each jurisdiction.

Section 2. Responsibilities of Parties.

2.1 Subject to the terms and conditions set forth herein, the County agrees to contribute funding in the amount of \$234,000.00, and the City agrees to contribute funding in the amount of \$416,000.00 for the purpose of completing a traffic feasibility study for the West Cervantes/Mobile Highway corridor from "A" Street to Dominguez Street (hereinafter referred to as the "Project"). Said County and City contributions include an 8.3% contingency amount to allow for the payment for the study in the event that the actual cost exceeds the estimate.

2.2 It is expressly understood that this Agreement is subject to, and conditioned upon, the approval and execution of a Locally Funded Agreement (LFA) relating to the Project between the County and the Florida Department of Transportation (FDOT).

2.3 Within thirty (30) days of the execution of the LFA between the County and the FDOT, the City shall remit to the County the sum of \$416,000.00. Within 15 days thereafter, the County shall remit the total sum of \$650,000.00 to the FDOT for the funding of the Project.

2.4 Upon completion of the Project, any remaining residual funds shall be distributed between the County and City on a pro rata basis with 36% of the funds returned to the County and 64% of the funds returned to the City.

2.5 By separate agreement, the FDOT shall be responsible for initiating, administering, and concluding the public procurement process to retain said services, and the FDOT will serve as the contract administrator with the third-party provider.

2.6 This Agreement, after being properly executed by the parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. Escambia County shall be responsible for such filing.

Section 3. Miscellaneous Provisions.

3.1 Termination: This Agreement may be terminated by either party for cause or convenience upon providing thirty (30) days' written notice to the non-terminating party.

3.2 Liability: The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

3.3 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.4 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.5 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.6 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.7 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.8 Interpretation:

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.11 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

<u>COUNTY</u>	<u>CITY</u>
County Administrator	City Administrator
221 Palafox Place, Suite 420	City of Pensacola
Post Office Box 1591	Post Office Box 12910
Pensacola, FL 32597	Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.13 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

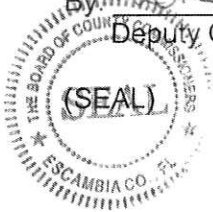
By: [Signature]
Jeff Bergosh, Chairman

Date: 6/7/2018

BCC APPROVED: 5/3/2018

ATTEST: Pam Childers
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



CITY:
CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

By: [Signature]

Date: 5/29/2018

ATTEST:

By: [Signature]
City Clerk

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/3/18