

CLERK'S OFFICE  
AMENDED AND APPROVED  
Date: 4-24-01

Submitted by: Chairman of the Assembly  
at the request of the Mayor  
Prepared by: Office of Planning,  
Development & Public Works  
For Reading: April 17, 2001

ANCHORAGE, ALASKA  
AR 2001 - 107

1 A RESOLUTION APPROPRIATING A GRANT FROM THE STATE OF ALASKA,  
2 DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES IN THE  
3 AMOUNT OF ONE HUNDRED FIVE THOUSAND SIX HUNDRED DOLLARS  
4 (\$105,600) TO THE MUNICIPALITY OF ANCHORAGE, STREET MAINTENANCE  
5 DEPARTMENT, STATE CATEGORICAL GRANTS FUND (231) FOR THE  
6 PURPOSE OF CONDUCTING A PM-10 DUST CONTROL PROGRAM ON  
7 UNPAVED ANCHORAGE ROADWAYS.

8  
9 WHEREAS, the State of Alaska Department of Transportation and  
10 Public Facilities has offered the Municipality of Anchorage a grant of \$105,600 to  
11 provide funding for a PM-10 dust control program on unpaved Anchorage roadways;  
12 and

13  
14 WHEREAS, the Administration and Assembly have reviewed the grant  
15 offered by the State of Alaska Department of Transportation and Public Facilities;  
16 now therefore

17  
18  
19 THE ANCHORAGE ASSEMBLY RESOLVES:  
20  
21

22 Section 1. That an amount not to exceed ONE HUNDRED FIVE  
23 THOUSAND SIX HUNDRED DOLLARS (\$105,600) is hereby appropriated as a grant  
24 from the State of Alaska, Department of Transportation and Public Facilities to the  
25 Municipality of Anchorage, Street Maintenance Department, State Categorical Grants  
26 Fund (231) for the purpose of funding a PM-10 dust control program on unpaved  
27 Anchorage roadways.


28  
29 Section 2. This resolution shall take effect immediately upon passage  
30 and approval  
31  
32  
33  
34  
35

AM 353-2001

**PASSED AND APPROVED** by the Anchorage Municipal Assembly  
this 24 day of April, 2001.

  
\_\_\_\_\_  
Chair

**ATTEST:**

  
\_\_\_\_\_  
Municipal Clerk

Departmental Appropriation:  
Street Maintenance \$105,600



# MUNICIPALITY OF ANCHORAGE

## ASSEMBLY MEMORANDUM

353  
AM /-2001

Meeting Date: APRIL 17, 2001

**FROM:** Mayor

**SUBJECT:** Appropriation of a One Hundred Five Thousand Six Hundred Dollar (\$105,600) grant from the State of Alaska, Department of Transportation and Public Facilities to the Municipality of Anchorage, Street Maintenance Department, State Categorical Grants Fund (231) for the purpose of conducting a PM-10 dust control program on unpaved Anchorage roadways.

The Municipality of Anchorage has been tendered a Transfer of Responsibilities Agreement (TORA) with the State of Alaska, Department of Transportation and Public Facilities, granting Federal CMAQ funds in the amount of one hundred five thousand six hundred dollars (\$105,600) to fund a PM-10 dust reduction program on unpaved Anchorage roadways.

The purpose of the grant is to conduct a PM-10 dust control program to more effectively reduce PM-10 (particulate matter less than 10 micrometers) from Anchorage air by utilizing various dust control agents on unpaved roadways in Anchorage. Roadway dust is believed to be one of the primary sources of the PM-10 problem in Anchorage. Funding for this TORA will become effective upon final approval April, 2001 and will remain in effect until July 31, 2003. The TORA may be amended in the next two federal fiscal years to add funds for continuation of the PM-10 dust control program.

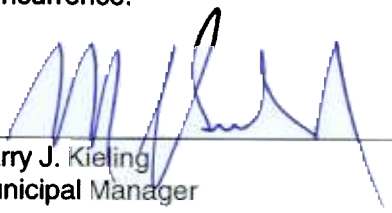
### BUDGET INFORMATION:

	<u>Revenue</u>	
231-7241G-9398-724100	Other State Grant Revenue	\$ 105,600
	Total:	\$ 105,600

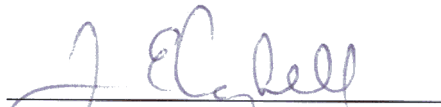
	<u>Expenditures</u>	
231-7241G-2301-724100	Repair and Maintenance Supplies	\$ 41,630
231-7241G-6747-724100	Street Maintenance Operations	61,520
231-7241G-6022-724100	Clerk	40
231-7241G-6091-724100	OMB	100
231-7241G-6095-724100	Purchasing	570
231-7241G-6103-724100	Central Accounting	630
231-7241G-6105-724100	Central Processing	1,110
	Total	\$ 105,600

THE ADMINISTRATION RECOMMENDS APPROVAL OF AR 2001 - 107 APPROPRIATING ONE HUNDRED FIVE THOUSAND SIX HUNDRED DOLLARS (\$105,600) FROM THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES TO THE MUNICIPALITY OF ANCHORAGE, STREET MAINTENANCE DEPARTMENT, STATE CATEGORICAL GRANTS FUND (231) FOR THE PURPOSE OF CONDUCTING A PM-10 DUST CONTROL PROGRAM ON UNPAVED ANCHORAGE ROADWAYS.


Concurrence:

  
Harry J. Kieling  
Municipal Manager

Recommended by:

  
Craig E. Campbell, Executive Director  
Office of Planning, Development & Public Works

Respectfully submitted,

  
George P. Wuerch  
Mayor

Fund Certification:  
231-7241G-9398-724100 \$105,600  
(State/Federal Highway Grant - TORA)

  
Kate H. Giard  
Chief Fiscal Officer

**PROJECT NAME: CMAQ PM 10 Dust Control Road Oiling Program**  
**PROJECT NUMBER: TBA**

**TRANSFER OF RESPONSIBILITIES AGREEMENT  
BETWEEN  
THE STATE OF ALASKA DEPARTMENT OF  
TRANSPORTATION AND PUBLIC FACILITIES  
AND  
MUNICIPALITY OF ANCHORAGE**

**COPY**

**This AGREEMENT is effective upon execution by the State of Alaska, Department of Transportation and Public Facilities (hereinafter called the STATE) and the Municipality of Anchorage (hereinafter called the MUNICIPALITY). The STATE and the MUNICIPALITY are entering into this AGREEMENT pursuant to AS 35.15.080 et.seq. and any regulations promulgated thereunder.**

**The STATE's coordinator for this AGREEMENT is Sandra Cook. The MUNICIPALITY's coordinator for this Agreement is Vince Mee. Each party agrees to notify the other party of any change in project coordinator.**

**Whereas funds have been appropriated by the Legislature, under SLA 1999, Chapter 2, Page 55, Line 14 (\$105,600) for the PROGRAM described in Appendix A of this Agreement, and whereas the Municipality has requested the State allow the Municipality to assume all responsibility for the PROGRAM described in Appendix A, the parties mutually agree as follows:**

- 1 The STATE agrees to transfer the funds appropriated by the Legislature for the PROGRAM to a special account in the State Treasury. Special account funding for the MUNICIPALITY shall not exceed a total of One Hundred Five Thousand Six Hundred Dollars (\$105,600). The STATE and the MUNICIPALITY agree that any costs for this PROGRAM in excess of the above amount or costs ineligible for federal reimbursement are the responsibility of the MUNICIPALITY.**
- 2. The MUNICIPALITY agrees to assume all responsibilities for the PROGRAM described in Appendix A, which is hereby incorporated and made a part of this Agreement.**
- 3 The MUNICIPALITY shall agree to comply with all applicable codes, statutes, and regulations of the State of Alaska and the Federal government. This AGREEMENT shall be governed by the laws of the State of Alaska and all relevant federal regulations and requirements. The MUNICIPALITY shall comply, and shall require compliance by any subcontractors, with all Federal, State, and local laws, regulations, and ordinances relating to civil rights.**
- 4. The procedures for PROGRAM reporting and payment schedules to be followed by the**

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PROJECT NAME: CMAQ PM 10 Dust Control Road Oiling Program  
PROJECT NUMBER: TBA

MUNICIPALITY in drawing on the special account referred to in Paragraph 1 are set out in Appendix B, which is hereby incorporated and made a part of this AGREEMENT.

5. Any consultant hired by the MUNICIPALITY to perform any or all of the services detailed in Appendix A shall be selected in conformance with the Municipal Procedures approved by the STATE on August 16, 1995 and 49 CFR 18.
6. If, through any cause, the MUNICIPALITY shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the MUNICIPALITY shall violate any of the covenants or stipulations of this AGREEMENT and if, after written notification by the STATE of such failure or violation, the MUNICIPALITY fails to take proper corrective action within a reasonable time, the STATE shall thereupon have the right to terminate this AGREEMENT by giving written notice to the MUNICIPALITY of such termination and specifying the effective date thereof. Such notice shall be given at least fifteen (15) days before effective date of such termination. In that event, all finished or unfinished documents, data files, studies, maps, advertising material, and publications produced by the MUNICIPALITY or its subcontractors under the AGREEMENT shall, at the option of the STATE, become the STATE's property and the MUNICIPALITY shall be entitled to receive just and equitable compensation for any satisfactory work completed. Further, and in the event of such default by the MUNICIPALITY, the MUNICIPALITY shall, pursuant to paragraph three of Section A of Appendix A herein, reimburse the STATE for all equipment purchased by the MUNICIPALITY in support of the PROGRAM. Notwithstanding the above, the MUNICIPALITY shall not be relieved of any liability to the STATE for damages sustained by the STATE by virtue of any breach of the AGREEMENT by the MUNICIPALITY, or any liability from claims arising under Paragraph 13. The STATE may withhold any payments to the MUNICIPALITY until such time as the exact amount of damages due the STATE from the MUNICIPALITY is determined.
7. The MUNICIPALITY may appeal to the Commissioner of the Department of Transportation and Public Facilities the STATE'S determination that the MUNICIPALITY is in violation of this contract or that it has failed to fulfill its responsibilities in a timely and proper manner. Such an appeal must be made within ten (10) days of the date the MUNICIPALITY is notified of the STATE'S decision to terminate the AGREEMENT. Pending resolution of the appeal, no work will proceed on the PROGRAM. The Commissioner's decision shall be final.
8. Either party may terminate, without cause, this AGREEMENT prior to its completion by notifying the other party in writing. Such notice must be provided at least thirty days prior to the proposed termination date. If the AGREEMENT is terminated as provided herein, the MUNICIPALITY shall be reimbursed for those actual operating expenses which are Federal-

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aid eligible.

9. Further, and in the event of termination, as provided herein, all operational and maintenance responsibility either contemplated by this AGREEMENT and/or assumed by the MUNICIPALITY will be extinguished.
10. The MUNICIPALITY shall ensure that none of the funds paid under this AGREEMENT will be used for the purpose of lobbying publicly elected officials.
11. Unless changed by prior written notice, any notices required by this AGREEMENT must be sent to the following addresses:

STATE: Sandra Cook, Anchorage Area Planner  
Department of Transportation & Public Facilities  
P.O. Box 196900  
Anchorage, AK 99519-6900

MUNICIPALITY: Vince Mee, Street Maintenance ~~Manager~~ Director  
Public Works Department  
Municipality of Anchorage  
P.O. Box 196650  
Anchorage, AK 99519-6650

12. The failure of either party to insist in any one or more instances upon strict performance by the other party of any provision or covenant in this AGREEMENT may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by either party of any provision or covenant in this AGREEMENT cannot be enforced or relied upon by the other party unless the waiver is in writing and signed on behalf of the party relinquishing those rights set forth in the provision(s) in question.
13. This AGREEMENT may be modified or amended by a written Agreement signed by both parties.
14. The MUNICIPALITY agrees to indemnify, defend and hold harmless the STATE and its agents and employees from and against any and all claims, damages, losses, and expenses arising out of the Municipality's assumption of the responsibilities for the program set forth and described in Appendix A.

PROJECT NAME: CMAQ: PM 10 Dust Control Road Oiling Program  
PROJECT NUMBER: TBA

**APPROVALS:**

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Authorized Signature for Municipality	Title	Date
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Authorized Signature for State Director, Construction & Operations, Central Region	Date
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APPENDIX A

A. Scope of Services:

The MUNICIPALITY will use CMAQ funding to conduct dust control measures on unpaved streets within Anchorage. The spring break-up period in April - June is subject to high winds and as roads dry out, traffic on unpaved streets sends particulate matter into the air causing a PM 10 problem. Anchorage is on notice of violation of the PM 10 standards for air quality. There is an existing agreement with the Environmental Protection Agency to pursue PM 10 related control measures to insure that we are not formally designated in non-compliance with PM 10 standards.

The STATE will provide up to \$105,600 for the PM 10 dust control measure proposed by the MUNICIPALITY. This project is "New or Expanded Service" and is limited to a three year program. The AMATS TIP contains funding in FFY 2002 and 2003 to accommodate a three-year program. This agreement will be amended each year to add the succeeding years of funding.

The MUNICIPALITY and the STATE understand and agree that all product purchased by the MUNICIPALITY in support of the PROGRAM described herein is and shall remain the property of the MUNICIPALITY.

B. Estimated PROGRAM Schedule: April, 2001 to July 31, 2003, pending FHWA approval.

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APPENDIX B

A. REPORTING REQUIREMENTS

1) Quarterly Reports. The MUNICIPALITY shall submit a quarterly narrative progress report and expenditure report to the STATE within 30 days following the last day of the four calendar year quarters which shall serve as the basis for reimbursement, pending review and approval. A final quarterly narrative progress report summarizing the year's activities and documenting the air quality benefits of the program shall be submitted by the MUNICIPALITY to the STATE within 60 days following the last day of the fiscal year. The first quarterly report is due at the end of the first quarter following the execution of this agreement and subsequent reports shall be due every three months thereafter until PROGRAM completion.

Each quarterly report shall include, but not be limited to, the following information:

A brief narrative describing the activities of the quarter. Also included shall be an estimate of reduced particulate matter (PM-10) or other benefits as a result of this PROGRAM.

A summary of expenditures during the past quarter.

2) Final Report. The MUNICIPALITY, upon completion of the PROGRAM, shall provide the STATE with a final narrative progress report and expenditure report, certified by the MUNICIPALITY, of all costs incurred in the accomplishment of the PROGRAM and overall benefits realized as a result of this PROGRAM. This report shall be submitted to the STATE within 80 days from the end of the fiscal year.

This report may be combined with the fourth quarter report and submitted to the STATE within 60 days following the last day of fiscal year quarter as required by Section A1. The final expenditure report, if different from that submitted with the fourth quarter report, shall be submitted to the STATE within 80 days of the last day of the reporting period.

Other Reports. The MUNICIPALITY shall forward to the STATE a copy of all final products, reports, and documents produced in the performance of the PROGRAM.

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**PROJECT NAME: CMAQ: PM 10 Dust Control Road Oiling Program**  
**PROJECT NUMBER: TBA**

**B. REIMBURSEMENT**

**The MUNICIPALITY will be reimbursed for all actual allowable costs for the PROGRAM.**

**C. PAYMENT SCHEDULE**

**Payment will be made quarterly once the required report/billing has been provided by the MUNICIPALITY and reviewed and approved by the STATE.**

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Municipality of Anchorage  
MUNICIPAL CLERK'S OFFICE  
Agenda Document Control Sheet

Apr 2001 - 107

(SEE REVERSE SIDE FOR FURTHER INFORMATION)

<b>1</b>	SUBJECT OF AGENDA DOCUMENT Appropriation of SOA DOT&FP TORA Grant Revenues For CMAQ: PM10 Dust Control Program <i>(8105,600)</i>	DATE PREPARED March 28, 2001
		INDICATE DOCUMENTS ATTACHED <input type="checkbox"/> AO <input checked="" type="checkbox"/> AR <input checked="" type="checkbox"/> AM <input type="checkbox"/> AIM
<b>2</b>	DEPARTMENT NAME Office of Planning, Development, & Public Works	DIRECTOR'S NAME Craig E. Campbell
<b>3</b>	THE PERSON THE DOCUMENT WAS ACTUALLY PREPARED BY Maurice Robinson	HIS/HER PHONE NUMBER 343-8176
<b>4</b>	<b>COORDINATED AND REVIEWED BY</b>	<b>INITIALS</b>
<input checked="" type="checkbox"/>	<b>Mayor</b>	
	Heritage Land Bank	
	Merrill Field Airport	
	Municipal Light & Power	
	Port of Anchorage	
	Solid Waste Services	
	Water & Wastewater Utility	
<input checked="" type="checkbox"/>	<b>Municipal Manager</b> <i>JB</i>	<i>m</i>
	Cultural & Recreational Services	
	Employee Relations	
<input checked="" type="checkbox"/>	Finance, Chief Fiscal Officer	<i>[Signature]</i>
	Fire	
	Health & Human Services	
<input checked="" type="checkbox"/>	Office of Management & Budget	<i>CF</i>
	Management Information Services	
	Police	
<input checked="" type="checkbox"/>	Planning, Development, & Public Works	<i>PC</i>
	Development Services	
	Facility Management	
	Planning	
	Project Management & Engineering	
<input checked="" type="checkbox"/>	Street Maintenance	<i>[Signature]</i>
	Traffic	
	Public Transportation Department	
	Purchasing	
	<b>Municipal Attorney</b>	
<input checked="" type="checkbox"/>	<b>Municipal Clerk</b>	
	<b>Other</b>	
<b>5</b>	SPECIAL INSTRUCTIONS/COMMENTS <i>7.B. Introductory</i>	
<b>6</b>	ASSEMBLY HEARING DATE REQUESTED April 17, 2001	<b>7</b>
		PUBLIC HEARING DATE REQUESTED April 27, 2001

M.O.A.  
 2001 APR 10 AM 8:23  
 CLERKS OFFICE