

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Traffic Department
For Reading: December 13, 2005

CURR'S OFFICE
APPROVED
Date: 1-24-06

ANCHORAGE, ALASKA
AR NO. 2005-318

1 A RESOLUTION APPROPRIATING TWO HUNDRED SIXTY ONE THOUSAND SIX
2 HUNDRED FIFTY NINE DOLLARS (\$261,659) FROM A TRANSFER OF RESPONSIBILITIES
3 AGREEMENT (TORA) WITH THE STATE OF ALASKA DEPARTMENT OF
4 TRANSPORTATION & PUBLIC FACILITIES (ADOT&PF) AND THE MUNICIPALITY OF
5 ANCHORAGE, AND A MATCH CONTRIBUTION OF FIFTY THOUSAND DOLLARS (\$50,000)
6 FROM THE 2006 PLANNING DEPARTMENT OPERATING BUDGET, TO THE STATE
7 CATEGORICAL GRANTS FUND (231) UNDER THE MUNICIPAL TRAFFIC DEPARTMENT
8 FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS)
9 MOA MIDTOWN DISTRICT PLAN.

11
12 THE ANCHORAGE ASSEMBLY RESOLVES:

13
14 Section 1. That the sum of TWO HUNDRED SIXTY ONE THOUSAND SIX
15 HUNDRED FIFTY NINE DOLLARS (\$261,659) is hereby appropriated from the Transfer of
16 Responsibilities Agreement with the State of Alaska Department of Transportation & Public
17 Facilities and the Municipality of Anchorage to the State Categorical Grants Fund (231) for the
18 AMATS MOA Midtown District Plan.

19
20 Section 2. That the sum of FIFTY THOUSAND DOLLARS (\$50,000) is
21 appropriated from the 2006 Planning Department Operating Budget as a match contribution to
22 the State Categorical Grants Fund (231) for the AMATS MOA Traffic Count Program.

23
24 Section 3. This resolution shall be effective immediately upon passage and
25 approval by the Anchorage Assembly.

26
27 PASSED AND APPROVED by the Anchorage Municipal Assembly this 24th day of
28 January, 2006.

29
30
31 Anna J. Fairclough
32 Chair

33
34 ATTEST:

35
36 Barbara E. Puente
37 Municipal Clerk

38
39
40 Department Appropriation:
41 Traffic Department \$311,659



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 890 -2005

Meeting Date: December 13, 2005

1 **FROM:** Mayor

2
3 **SUBJECT:** Appropriation of Two Hundred Sixty One Thousand Six Hundred Fifty Nine
4 Dollars (\$261,659) From a State of Alaska Department of Transportation
5 and Public Facilities (ADOT&PF) Transfer of Responsibilities Agreement
6 (TORA) with the Municipality of Anchorage, and a Match Contribution of Fifty
7 Thousand Dollars (\$50,000) from the 2006 Planning Department Operating
8 Budget, to the State Categorical Grants Fund (231) for the Anchorage
9 Metropolitan Area Transportation Solutions (AMATS) Municipality of
10 Anchorage (MOA) Midtown District Plan.
11

12 An Assembly Resolution is requested to appropriate Two Hundred Sixty One Thousand Six
13 Hundred Fifty Nine Dollars (\$261,659) from a State of Alaska Department of Transportation
14 and Public Facilities (ADOT&PF) Transfer of Responsibilities Agreement (TORA) with the
15 Municipality of Anchorage, and a match contribution of Fifty Thousand Dollars (\$50,000) from
16 the 2006 Planning Department Operating Budget to the State Categorical Grants Fund (231) for
17 the Anchorage Metropolitan Area Transportation Solutions (AMATS) Municipality of Anchorage
18 (MOA) Midtown District Plan. The State of Alaska TORA originates from funds programmed in
19 the AMATS Transportation Improvement Program (TIP), and appropriated by the Legislature for
20 this project.
21

22 The Midtown District Plan is an implementation strategy of Anchorage 2020. According to
23 Anchorage 2020 (see page 100), the Midtown District Plan is intended to be "a tool for
24 addressing the unique combination of commercial and residential land uses evolving in the
25 Midtown area. Revisions to land use and design standards will be necessary to promote the
26 Midtown area as a major employment center. Specific needs, such as pedestrian access,
27 reduced surface parking, transit facilities, traffic patterns, landscaping, architectural design,
28 signage, open space, public spaces, and public art, should all be addressed in this Plan." Of
29 particular concern is how to handle the expected increase in transportation demand that will
30 accompany the expected growth of the midtown employment area.
31

32 The required local match will be supplied by Planning Department and has been budgeted in
33 the 2006 Planning Operating Budget. The TORA is effective through December 31, 2006.

The revenue and expenditures appropriations are as follows:

Revenues	Account Name	Amount
231-77255G-9398	State Grant Revenue-Pass Thru	\$261,659
231-77255G-9601	Contributions From Other Funds	\$ 50,000
	Total	\$311,659

Expenditures	Account Name	Amount
231-77255G-3101	Professional Services	\$265,000
231-77255G-6091	Office of Management & Budget	\$ 1,650
231-77255G-6095	Purchasing	\$ 680
231-77255G-6103	Finance, Central Accounting	\$ 5,200
231-77255G-6105	Finance, Accounts Payable	\$ 1,100
231-77255G-6109	Finance, Cash Receipts	\$ 20
231-77255G-6110	PeopleSoft Support	\$ 810
231-77255G-6141	Transportation Planning	\$ 37,199
	Total	\$311,659

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE ATTACHED RESOLUTION APPROPRIATING TWO HUNDRED SIXTY ONE THOUSAND SIX HUNDRED FIFTY NINE (\$261,659) AND A MATCH CONTRIBUTION OF FIFTY THOUSAND DOLLARS (\$50,000) TO THE STATE CATEGORICAL GRANTS FUND (231) UNDER THE MUNICIPAL TRAFFIC DEPARTMENT FROM A STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES TRANSFER OF RESPONSIBILITIES AGREEMENT WITH THE MUNICIPALITY OF ANCHORAGE FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS) MOA MIDTOWN DISTRICT PLAN.

Prepared by: Lance R. Wilber, Director, Traffic Department
Fund Certification: Jeffrey E. Sinz, Chief Fiscal Officer
Total Funds Certified \$311,659
231-77255G-9398-772550 BP 2005 \$261,659
(2005 AMATS Grant)
101-1522-3901-152200 BP 2006 \$50,000
(2006 Planning Operating Budget- Subject to Appropriation)
Concur: Denis C. LeBlanc, Municipal Manager
Respectfully submitted: Mark Begich, Mayor

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CENTRAL REGION - PLANNING

FRANK H. MURKOWSKI, GOVERNOR

4111 AVIATION AVENUE
P.O. BOX 196900
ANCHORAGE, ALASKA 99519-6900
(907) 269-0520 (FAX 269-0521)
(TTY 269-0473)

October 27, 2005

RE: Amendment One Midtown
District Plan

Craig Lyon, AMATS Coordinator
Traffic Department
Municipality of Anchorage
P.O. Box 196650
Anchorage, Alaska 99519-6650



Dear Mr. Lyon:

Enclosed are two signed originals for the Midtown District Plan, PJ 58316 Transfer of Responsibility Agreements (TORA) Amendment Number One.

Please include the project number in all your correspondence.

If you have any questions or need additional information please call me at 269-0512.

Sincerely,

A handwritten signature in black ink that reads 'David Post'. The signature is fluid and cursive, with the first and last names being clearly legible.

David Post
Anchorage Area Planner

/lm

Enclosures

cc: Laurie Dilley, Chief, Project Control, AKDOT&PF
Elaine Presler, Accounting Technician, AKDOT&PF

Project Name: Midtown District Plan
Amendment One
Federal Project Number:
State Project Number: 58316

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

AMENDMENT NO. ONE
to the Original
TRANSFER OF RESPONSIBILITIES AGREEMENT

Federal Project No: State Project No. 58316

Project: **Midtown District Plan**

This Agreement was effective upon July 27, 2005 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. This Agreement is amended to reflect the available federal funds (federal funds less 9.03% local match and state ICAP) and reflect the most current state approved ICAP, affecting the local match. There is a decrease in the original federal funding amount and a slight increase in local match required.

This Agreement is hereby amended as follows:

Page 1, paragraph 3, first sentence is amended to read: "The amount of this agreement for the Midtown District Plan is \$261,659.00 in available federal funding plus a local match of \$27,090.00."

Page 1, Number 3. second sentence is amended to read: "Special account funding for the Municipality shall not exceed a total of Two Hundred Sixty-One Thousand Six Hundred Fifty-Nine dollars (\$261,659.00)."

Project Name: Midtown District Plan
Amendment One

Federal Project Number:

State Project Number: 58316

All other provisions of the original agreement remain in force.

APPROVALS:

 9/27/05

Denis C. LeBlanc Municipality Manager Date

 10/27/05

Steve Horn Director, Design & Construction
Central Region Date

Project Name: Midtown District Plan
Federal Project Number:
State Project Number: 58316

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

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 Municipality's coordinator for this Agreement is Jon Spring. The State's coordinator for this Agreement is Sandra Cook. Each party agrees to notify the other party of any change in project coordinator.

The amount of this agreement for the **Midtown District Plan** is **\$353,636.00** in federal funding plus **\$35,103.00** in local match. Whereas funds have been programmed in the Anchorage Metropolitan Area Transportation Solutions (AMATS) Transportation Improvement Program and appropriated by the Legislature for the project described in Appendix A of this Agreement, and whereas the Municipality will, through a resolution of the Municipal Assembly, assume all responsibility for the program described in Appendix A (hereinafter also referred to as "the program"), the parties mutually agree as follows:

1. 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.
2. The Municipality shall agree to comply with all applicable codes, statutes, and regulations of the State of Alaska and the Federal government. The program is to be managed consistent with Title 23, U.S. Code, Section 149(b)(3) pertaining to FHWA Congestion Mitigation and Air Quality (CMAQ) fund requirements in addition to other relevant Federal requirements.
3. 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 **Three Hundred Fifty-three Thousand Six Hundred Three Dollars (\$353,636.00)**. The State and the Municipality agree that

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any costs for this project in excess of the above amount or costs ineligible for federal reimbursement are the responsibility of the Municipality.

4. The procedures for program reporting and payment schedules to be followed by the Municipality in drawing on the special account referred to in Paragraph 3 are set out in Appendix B, which is hereby incorporated and made a part of this Agreement. Expenses incurred by the Municipality prior to the full execution of this Agreement are ineligible for reimbursement.
5. The Municipality agrees to indemnify, defend and hold harmless the State of Alaska and its agents and employees from and against any and all claims, damages, losses, and expenses arising from the Municipality's assumption of the responsibilities for the program set forth and described in Appendix A.
6. In the event the Municipality hires a consultant to perform any or all of the services detailed in Appendix A, the Municipality shall forward to the State copies of the scope of services to be performed and receive approval prior to issuing a request for proposals. In addition, the Municipality shall offer the State the opportunity to serve on the consultant selection committee.
7. Each consultant contract or professional services agreement in which the Municipality engages for this project may require a specific audit. The award of any such contract must be made in conformity with applicable federal and State contracting procedures, or based on acceptable alternative contracting procedures approved by the State and the Federal Highway Administration.
8. 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 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, computer files and equipment, 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. Notwithstanding the above, the

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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, and the State may withhold any payments to the Municipality until such time as the exact amount of damages due the State from the grantee is determined.

9. 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 contract. Pending resolution of the appeal, no work will proceed on the program. The Commissioner's decision shall be final.
10. If, due to changed circumstances, the State or the Municipality wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least fifteen (15) days prior to the proposed termination date. If both parties agree that it is in their mutual best interest to terminate this Agreement early, all finished or unfinished documents and other materials as described in Paragraph 7 above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Municipality shall be reimbursed for those actual expenses that are Federal-aid eligible.
11. This project may be audited by the State of Alaska DOT&PF Internal Review Section. The State and the Municipality and/or its subcontractors under this agreement shall maintain all records and accounts relating to its costs and expenditures for the work on this project for a minimum of three (3) years following receipt of the final payment, and shall make them available for audit by representatives of the State, the Federal Highway Administration and the Federal Transit Administration at reasonable times. Final payment is defined as the final voucher paid by the Federal Highway Administration to the State based on an audit. A Municipal request to close out a project account does not constitute final payment. The Municipality shall maintain records that support all charges against the project.
12. Any direct non-salary costs (if allowed) shall be reimbursed at cost; no indirect mark-up is allowable.

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13. Indirect cost rates for both the Municipality and its subcontractors are subject to audit by the Alaska DOT&PF Internal Review Section. The Municipality and its subcontractors shall provide the State a copy of the applicable indirect cost rate proposal for audit and approval.
14. This Agreement shall be governed by the laws of the State of Alaska and all relevant federal regulations and requirements.
15. 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.
16. The Municipality shall ensure that none of the funds paid under this Agreement will be used for the purpose of lobbying activities before the Alaska State Legislature.
17. Unless changed by prior written notice, any notices required by this Agreement must be sent to the following addresses:


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

MUNICIPALITY: Jon Spring
Department of Health and Human Services
Municipality of Anchorage
P.O. Box 196650
Anchorage, Alaska 99519-6650

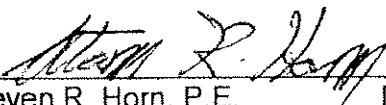
18. The failure of the State to insist in any one or more instances upon strict performance by the Municipality of any provision or covenant in this Agreement may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Municipality unless the waiver is in writing and signed on behalf of the State.
19. This Agreement may be modified or amended by a written Agreement signed by both parties.

Project Name: Midtown District Plan
Federal Project Number:
State Project Number: 58316

APPROVALS:



Denis C. LeBlanc Municipality Manager Date 7/18/05



Steven R. Horn, P.E. Director, Design & Construction Date 7/15/05
Central Region

Project Name: Midtown District Plan
Federal Project Number:
State Project Number: 58316

APPENDIX A

A. Scope of Services

Background

The Comprehensive Plan, Anchorage 2020, designates the Midtown area of Anchorage as a major employment center. According to the Cop Plan, employment centers "will provide efficient access to good and services, enhance multi-modal transportation and create vital, attractive, urban environment".

Description

Develop a Midtown Employment Center Plan. Analyze land use changes need to implement Anchorage 2020 policies regarding employment densities and mixed-use development. A market study analysis of retail, office, and housing potential for midtown will underpin the land use element. Analyze transportation system deficiencies and recommend transportation improvement not limited to new road connections needed to create an adequate road grid system in midtown, transit improvements, and pedestrian enhancements.

Primary responsibility lies with the Traffic Department's Transportation Planning Division, and the Planning Department, with consultant services assistance.

B. Project Schedule:

June 28, 2005

TORA is effective upon FHWA approval and the Department's signature through December 31, 2006.

Project Name: Midtown District Plan
Federal Project Number:
State Project Number: 58316

APPENDIX B

A. REPORTING REQUIREMENTS

- 1) Quarterly Reports. The Municipality shall submit one copy of a quarterly narrative progress report and estimated financial statement to the State no later than 30 days following the last day of the quarter. Quarter ending dates are September 30, December 31, March 31, June 30, etc. A final quarterly narrative progress report summarizing the year's activities shall be submitted by the Municipality to the State no later than 60 days following the last day of the quarter in which the work is complete. This may be combined with the Annual Report as described in Section 2, below. The quarterly reports shall serve as the basis for reimbursement, pending review and approval.

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

- A brief narrative describing the tasks funded during the past quarter.
 - A summary of expenditures during the past quarter.
- 2) Annual Report. The Municipality, upon completion of the program, shall provide the State with one copy of a final narrative progress report and financial statement (annual report), certified by the Municipality, of all costs incurred in the accomplishment of the 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 last quarter report and submitted to the State within 60 days following the last day of the quarter as required by Section A1. The final financial report, if different from that submitted with the last 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.

B. PAYMENT SCHEDULE

Project Name: Midtown District Plan
Federal Project Number:
State Project Number: 58316

Billing and Local Match Procedure (if applicable)

Municipal billings will include all expenditures for any given quarter. The Department will pay 100% of the quarterly expenditures and bill the Municipality for 9.03% for local match for that quarter. The billing will also include indirect costs (ICAP) on the local match portion for the quarter.

Payments will be made upon review and approval of the quarterly reports/billings provided by the Municipality to the State within 30 days after receipt of the report/billing for each period.

Content Information**Content ID :** 003496**Type:** AR_FundsApprop - Funds Approp Resolution**Title:** Midtown District Plan TORA**Author:** klundertg**Initiating Dept:** Traffic

Description: The Midtown District Plan is an implementation strategy of Anc. 2020. According to Anc. 2020, the Midtown District Plan is intended to be "a tool for addressing the unique combination of commercial and residential land uses evolving in the Midtown area."

Keywords: Midtown District Plan TORA**Date Prepared:** 11/16/05 2:09 PM**Director Name:** Lance R, Wilber**Assembly****Meeting Date** 12/13/05**MM/DD/YY:****Public Hearing****Date MM/DD/YY:** 1/10/06**Workflow History**

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
FundsAppropWorkflow	11/16/05 2:17 PM	Checkin	klundertg	Public	003496
Traffic_SubWorkflow	11/16/05 3:25 PM	Approve	wilberlr	Public	003496
OMB_SubWorkflow	11/23/05 12:32 PM	Approve	mitsonjl	Public	003496
Finance_SubWorkflow	11/28/05 10:45 AM	Approve	richardsdm	Public	003496
MuniManager_SubWorkflow	12/1/05 5:12 PM	Approve	leblancdc	Public	003496
MuniMgrCoord_SubWorkflow	12/2/05 10:32 AM	Approve	abbottmk	Public	003496

M.D.A.
 2005 DEC -2 PM 1:32
 CLERKS OFFICE