

CLERK'S OFFICE

APPROVED

Date: 10-10-06

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Traffic Department
For Reading: September 26, 2006

ANCHORAGE, ALASKA
AR NO. 2006- 252

A RESOLUTION APPROPRIATING FIVE HUNDRED SIXTY THOUSAND FIVE HUNDRED SIXTEEN DOLLARS (\$560,516) FROM A TRANSFER OF RESPONSIBILITIES AGREEMENT BETWEEN THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (ADOT&PF) AND THE MUNICIPALITY OF ANCHORAGE (MOA) TO THE STATE CATEGORICAL GRANTS FUND (231) FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS) HILLSIDE DISTRICT PLAN.

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. That the sum of FIVE HUNDRED SIXTY THOUSAND FIVE HUNDRED SIXTEEN DOLLARS (\$560,516) is hereby appropriated from the State of Alaska Department of Transportation and Public Facilities (ADOT&PF) to the State Categorical Grants Fund (231) under the Municipal Traffic Department for the AMATS Hillside District Plan.

Section 2. This resolution shall be effective immediately upon passage and approval by the Anchorage Assembly.

PASSED AND APPROVED by the Anchorage Municipal Assembly this 10th day of October, 2006.

Don Sullivan
Chair

ATTEST:

Brian S. Jensen
Municipal Clerk

Department Appropriation:
Traffic Department \$560,516



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 688 -2006

Meeting Date: September 26, 2006

1 **FROM:** Mayor

2
3 **SUBJECT:** Appropriation of Five Hundred Sixty Thousand Five Hundred Sixteen
4 Dollars (\$560,516) From a Transfer of Responsibilities Agreement
5 (TORA) Between the State of Alaska Department of Transportation
6 and Public Facilities (ADOT&PF) and the Municipality of Anchorage
7 (MOA) to the State Categorical Grants Fund (231) for the Anchorage
8 Metropolitan Area Transportation Solutions (AMATS) Hillside District
9 Plan.

10
11 An Assembly Resolution is requested to appropriate Five Hundred Sixty Thousand
12 Five Hundred Sixteen Dollars (\$560,516) From a Transfer of Responsibilities
13 Agreement (TORA) between the State of Alaska Department of Transportation and
14 Public Facilities (ADOT&PF) and the Municipality of Anchorage (MOA) to the State
15 Categorical Grants Fund (231) for the Anchorage Metropolitan Area Transportation
16 Solutions (AMATS) Hillside District Plan. The State of Alaska TORA originates from
17 funds programmed in the AMATS 2006-2008 Transportation Improvement Program
18 (TIP), and appropriated by the Legislature for this project.

19
20 The Municipality of Anchorage is undertaking a sub-area study for the southeast
21 portion of the Anchorage Bowl identified as the Hillside District. This effort is a
22 recommendation of the Anchorage Bowl Comprehensive Plan. The primary focus is to
23 determine the necessary infrastructure needs for the area to support anticipated
24 growth over the next twenty years. The Anchorage Hillside has its own specific
25 challenges, in light of foothills, and mountainous terrain, particularly in regard to
26 erosion and sediment control, on-site septic issues, and threats of wildland wildfire.

27
28 The development of the Hillside District Plan requires a Lead Consultant responsible
29 for the overall creation of the plan elements, and a separate consultant supported by
30 federal funds to develop the transportation element. The primary scope of the
31 transportation element is to focus on the coordination of future street and
32 trail/pedestrian connectivity, and subdivision connectivity in the study area. The study
33 will also identify streets to be developed to collector standards, as well as potential
34 traffic related problems that may occur as a result of land use development related to
35 location and density. Further, the study scope is expected to focus on the residential
36 street network and address pedestrian connectivity within neighborhoods. The result
37 is expected to provide better neighborhood internal circulation which could lessen the
38 burden of arterial streets carrying localized traffic needs. This connectivity will also
39 recognize the benefits for access and evacuation in the event of a natural disaster or
40 wildfire.

The required local match of Fifty Seven Thousand Seven Hundred Ninety Two Dollars (\$57,792), which includes the State ICAP of 3.87%, will be provided by the Municipal Planning Department through an existing contract for Hillside District Plan project management services, and a contract managed by the Project Management and Engineering Department for Lead Consultant services. The TORA is effective through December 31, 2008.

The revenue and expenditure appropriations are as follows:

<u>Revenue</u>	<u>Account Name</u>	<u>Amount</u>
231-77276G-9398	State Grant Revenue-Pass Thru	\$560,516

<u>Expenditures</u>	<u>Account Name</u>	<u>Amount</u>
231-77276G-3101	Professional Services	\$490,226
231-77276G-6771	Traffic Admin	\$ 50,000
231-77276G-6091	Office of Management & Budget	\$ 3,530
231-77276G-6095	Purchasing	\$ 1,470
231-77276G-6103	Finance, Central Accounting	\$ 11,140
231-77276G-6105	Finance, Accounts Payable	\$ 2,350
231-77276G-6109	Finance, Cash Receipts	\$ 50
231-77276G-6110	PS Support	\$ 1,750
	Total	\$560,516

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE ATTACHED RESOLUTION APPROPRIATING FIVE HUNDRED SIXTY THOUSAND FIVE HUNDRED SIXTEEN DOLLARS (\$560,516) FROM A TRANSFER OF RESPONSIBILITIES AGREEMENT BETWEEN THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (ADOT&PF) AND THE MUNICIPALITY OF ANCHORAGE (MOA) TO THE STATE CATEGORICAL GRANTS FUND (231) FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS) HILLSIDE DISTRICT PLAN.

Prepared by:	Lance R. Wilber, Director, Traffic Department
Fund Certification:	Jeffrey E. Sinz, Chief Fiscal Officer
	Total Funds Certified \$560,516
	231-77276G-9398-772760 BP2006 \$560,516
	(AMATS TIP Grant)
Concur:	Denis C. LeBlanc, Municipal Manager
Respectfully submitted:	Mark Begich, Mayor

Project Name: Hillside District Plan
Federal Project Number:
State Project Number: 58622

**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 Lance Wilber. The State's coordinator for this Agreement is Mark Parmelee. Each party agrees to notify the other party of any change in project coordinator.

The 2006-2008 TIP, as amended 7/27/2006, includes the project Hillside District Plan as a \$649,000 project. The available federal amount of this agreement is **\$560,516.00**. The total local match necessary for the project is **\$57,792.00**. The local match includes a \$2,153.00 ICAP assessment. 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 FHWA's Surface Transportation Program, STP, 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 **Five Hundred and Sixty Thousand, Five**

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Hundred and Sixteen Dollars (\$560,516.00). The State and the Municipality agree that 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

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compensation for any satisfactory work completed. 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, 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: Mark Parmelee
Planning
Department of Transportation & Public Facilities
P.O. Box 196900
Anchorage, Alaska 99519-6900

MUNICIPALITY: Lance Wilber
Traffic Department
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.

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APPROVALS:

		8/28/06
Denis C. LeBlanc	Municipality Manager	Date
		9/5/06
Steven R. Horn, P.E.	Director, Design & Construction Central Region	Date

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APPENDIX A

A. Scope of Services

Background

The Municipality of Anchorage is undertaking a subarea study for the southeast portion of the Anchorage Bowl identified as the Hillside District. This effort is a recommendation of the Anchorage Bowl Comprehensive Plan. Transportation is a key element of in this area of Anchorage. A solid public/private relationship has been established, encompassing a wide array of stakeholders, including residents, elected officials, and developers alike. The primary focus is to determine the necessary infrastructure needs for the area to support anticipated growth over the next twenty years. The Anchorage Hillside has its own specific challenges, in light of foothills, and mountainous terrain, particularly in regard to erosion and sediment control, on-site septic issues, and threats of wildland wildfire.

Description

Develop a Hillside District Plan. The plan development will occur in two steps. The first is the selection of a Lead Consultant responsible for the overall creation of the plan elements for the district plan, including transportation.

The Lead Consultant will be responsible for the coordination and management of a multi-agency departmental data collection and consolidation, develop and implement a public participation program and a draft Hillside District plan for Anchorage. The Lead Consultant will be responsible for the coordination of the different plan elements.

A separate consultant will be selected to develop the transportation element of the overall Hillside District Plan. This second step will be the bulk of the effort being supported with federal funds. The primary scope of the transportation element of the overall Hillside District Plan is to focus on the coordination of future street and trail /pedestrian connectivity in the study area, with particular interest of connectivity between subdivisions, where applicable. The study will refine and further identify which street should be developed to collector standards. The plan will also identify potential traffic related problems that may occur as a result of land use development related to location and density with recommendations to address those concerns.

The effort will not address the need or scope of major arterial streets, as that has been addressed in the recently updated Anchorage Bowl Long-Range Transportation Plan. The

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study scope is expected to focus on the residential street network and address pedestrian connectivity within neighborhoods. The result is expected to provide better neighborhood internal circulation which could lessen the burden of arterial streets carrying localized traffic needs. This connectivity will also recognize the benefits for access and evacuation in the event of a natural disaster or wildfire.

Primary Responsibility for transportation-related aspects of the project lies with the MOA Traffic Department with consultant services assistance.

B. FFY 2006 Budget

\$640,000 project (\$649,000 in the TIP) is reduced by State's ICAP of 3.87%

\$560,516 = available federal amount $[(\$640,000 \times 90.97\%) \div 1.0387]$.

\$55,639 = available local match $[(\$640,000 \times 9.03\%) \div 1.0387]$.

\$616,155 = Total amount available for the project

The Municipality's total local match is \$57,792 (\$55,639 + \$2,153 for ICAP)

1. MOA Personnel Costs for Program Oversight	\$50,000
2. Consultant Services (plan development)	\$543,845
3. MOA Central Service Agency Support	\$22,310
TOTAL	\$616,155

Adjustments exceeding 10% of the total budget can be made only with prior written concurrence by the State's coordinator for this agreement.

C. Project Schedule:

TORA is effective upon FHWA approval and the Department's signature through December 31, 2008.

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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.

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B. PAYMENT SCHEDULE

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. The current ICAP rate is 3.87%. The ICAP rate is subject to change every state fiscal year.

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 :** 004349**Type:** AR_FundsApprop - Funds Approp Resolution**Title:** AMATS Hillside District Plan TORA**Author:** pruittns**Initiating Dept:** Traffic**Description:** AMATS Hillside District Plan TORA grant appropriation**Keywords:** AMATS, Hillside District**Date Prepared:** 9/12/06 9:55 AM**Director Name:** Lance R. Wilber**Assembly Meeting Date**
MM/DD/YY: 9/26/06**Public Hearing Date MM/DD/YY:** 10/10/06M.O.A.
2006 SEP 15 PM 3:13
CLERKS OFFICE**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	9/12/06 10:00 AM	Checkin	stewartrm	Public	004349
Traffic_SubWorkflow	9/12/06 1:24 PM	Approve	wilberlr	Public	004349
OMB_SubWorkflow	9/12/06 2:52 PM	Approve	mitsonjl	Public	004349
Finance_SubWorkflow	9/15/06 9:59 AM	Approve	sinzje	Public	004349
MuniManager_SubWorkflow	9/15/06 12:06 PM	Checkin	pruittns	Public	004349
MuniManager_SubWorkflow	9/15/06 1:48 PM	Approve	leblancdc	Public	004349
MuniMgrCoord_SubWorkflow	9/15/06 1:49 PM	Approve	abbottmk	Public	004349