

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Traffic Department
For Reading: November 18, 2008

CLERK'S OFFICE

APPROVED

Date: 12-2-08

ANCHORAGE, ALASKA
AR NO. 2008-275

1 A RESOLUTION APPROPRIATING ONE HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED
2 FORTY-FOUR DOLLARS (\$131,244) FROM A STATE OF ALASKA DEPARTMENT OF
3 TRANSPORTATION AND PUBLIC FACILITIES (ADOT&PF) TRANSFER OF RESPONSIBILITIES
4 AGREEMENT (TORA) WITH THE MUNICIPALITY OF ANCHORAGE TO THE STATE
5 CATEGORICAL GRANTS FUND (231) UNDER THE MUNICIPAL TRAFFIC DEPARTMENT TO
6 CONDUCT A TRAFFIC CIRCULATION STUDY FOR THE EAGLE RIVER CENTRAL BUSINESS
7 DISTRICT (CBD) AND RESIDENTIAL CORE

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10 WHEREAS the Municipality of Anchorage has entered into a TORA with the ADOT&PF to conduct a
11 Traffic Circulation Study for the Eagle River CBD and Residential Core, and

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13 WHEREAS a 2008 State of Alaska general fund grant for intersection safety has been previously
14 appropriated by the Municipality of Anchorage that provides the required match.

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16 THE ANCHORAGE ASSEMBLY RESOLVES:

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18 Section 1. That the sum of One Hundred Thirty-One Thousand Two Hundred
19 Forty-Four Dollars (\$131,244) is hereby appropriated from a ADOT&PF TORA with the MOA to the
20 State Categorical Grants Fund (231) under the Municipal Traffic Department to conduct a Traffic
21 Circulation Study for the Eagle River CBD and Residential Core.

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23 Section 2. This resolution shall take effect immediately upon passage and approval
24 by the Anchorage Assembly.

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26 PASSED AND APPROVED by the Anchorage Municipal Assembly this 2nd day of December 2008.

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Chair

ATTEST:

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Municipal Clerk

Department Appropriation:
Traffic Department \$131,244



Municipality of Anchorage

ASSEMBLY MEMORANDUM

No. AM 767-2008

Meeting Date: November 18, 2008

From: Mayor

Subject: Appropriation of One Hundred Thirty-One Thousand Two Hundred Forty-Four Dollars (\$131,244) from a State of Alaska Department of Transportation and Public Facilities (ADOT&PF) Transfer of Responsibilities Agreement (TORA) with the Municipality of Anchorage (MOA) to the State Categorical Grants Fund (231) Under the Municipal Traffic Department to Conduct a Traffic Circulation Study for the Eagle River Central Business District (CBD) and Residential Core

An Assembly Resolution is requested to appropriate One Hundred Thirty-One Thousand Two Hundred Forty-Four Dollars (\$131,244) from the ADOT&PF TORA with the MOA to the State Categorical Grants Fund (231) under the Municipal Traffic Department for the Eagle River CBD and Residential Core Traffic Circulation Study. A local match of Twenty Thousand Dollars (\$20,000) is provided in a State of Alaska general fund grant for intersection safety previously appropriated to the Municipal Miscellaneous Capital Project/Pass-Thru Fund (409). The total federally required match contribution is Thirteen Thousand Five Hundred Forty-Five Dollars (\$13,545). The remaining Six Thousand Four Hundred Fifty-Five Dollars (\$6,455) will provide additional support for professional services. The required match includes the State Indirect Cost Allocation Plan of Five Hundred Seventeen Dollars (\$517).

The Traffic Circulation Study for the Eagle River CBD/Residential Core implements a recommendation of the approved Chugiak-Eagle River 2027 Long-Range Transportation Plan. The project has strong community support, and is viewed as the required next step in developing real solutions to an ever-worsening traffic problem in the heart of Eagle River. This existing TORA is effective through December 2008, but will be amended to extend the effective date until December 2009.

The budget detail is as follows:

<u>Revenue</u>	<u>Account Name</u>	<u>Amount</u>
231-77288G-9398	State Grant Revenue-Pass Thru	\$131,244

<u>Expenditures</u>	<u>Account Name</u>	<u>Amount</u>
231-77288G-3101	Professional Services	\$115,200
231-77288G-3803	Printing and Binding	1,500
231-77288G-3814	Miscellaneous	435
231-77288G-6022	Clerk	10
231-77288G-6061	OEO	68
231-77288G-6091	OMB	362
231-77288G-6095	Purchasing	\$ 601

1	231-77288G-6103	Financial Reporting	2,634
2	231-77288G-6105	Financial Processing, AP	407
3	231-77288G-6109	Cash Receipts	26
4	231-77288G-6110	PeopleSoft Support	1,001
5	231-77288G-6141	Transportation Planning	5,000
6	231-77288G-6778	Traffic Engineering / Safety	<u>4,000</u>
7	Total Expenditures		\$131,244

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9 THE ADMINISTRATION RECOMMENDS APPROVAL OF THE ACCOMPANYING

10 RESOLUTION APPROPRIATING ONE HUNDRED THIRTY-ONE THOUSAND TWO

11 HUNDRED FORTY-FOUR DOLLARS (\$131,244) FROM A ADOT&PF TORA WITH THE

12 MOA, TO THE STATE CATEGORICAL GRANTS FUND (231) UNDER THE MUNICIPAL

13 TRAFFIC DEPARTMENT TO CONDUCT A TRAFFIC CIRCULATION STUDY FOR THE

14 EAGLE RIVER CBD AND RESIDENTIAL CORE.

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17 Prepared by: Vivian R. Underwood, Senior Planner, Traffic Department

18 Concur: Lance R. Wilber, AICP, Director, Traffic Department

19 Fund Certification: Sharon Weddleton, CFO

20 Total Funds Certified \$131,244

21 231-77288G-9398-772880 BP 2008 \$131,244

22 (2008 Federal Highway Grant)

23 Concur: Michael K. Abbott, Municipal Manager

24 Respectfully submitted: Mark Begich, Mayor

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26 Attachment: Transfer of Responsibility Agreement

Project Name: Eagle River
Central Business District Study
Federal Project Number:
State Project Number: 50897

**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 Robert Kniefel. 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 Eagle River Central Business District Study as a \$150,000 project. The available federal amount of this agreement is **\$131,244.00**. The total local match necessary for the project is **\$13,545.00**. The local match includes a \$517.00 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

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Municipality shall not exceed a total of **One Hundred and Thirty-One Thousand, Two Hundred and Forty-Four Dollars (\$131,244.00)**. 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

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State's property and the Municipality shall be entitled to receive just and equitable 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: Robert Kniefel
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.

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19. This Agreement may be modified or amended by a written Agreement signed by both parties.

APPROVALS:

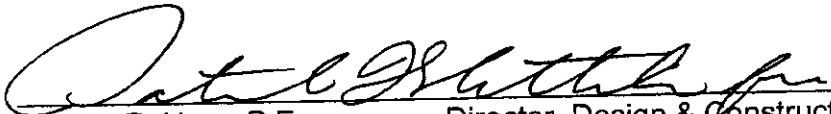


6/4/07

Denis C. LeBlanc

Municipality Manager

Date



06.14.07

Steven R. Horn, P.E.

Director, Design & Construction
Central Region

Date

Project Name: Eagle River
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APPENDIX A

A. Scope of Services

Background - The proposed Eagle River Central Business District (CBD) and Residential Core Circulation Study implements a recommendation of the adopted 2003 Chugiak-Eagle River Long-Range Transportation Plan, and carried forward in the Chugiak-Eagle River 2027 Long-Range Transportation Plan Final Draft. Traffic along the urban portion of Old Glenn Highway is expected to increase substantially to 2027. More improvements to the street network, including providing new roadway connections, are likely to be needed in the future to solve downtown core congestion at intersections. The project has strong community support, and is viewed as the required next step in developing real solutions to an ever-worsening traffic problem in the heart of Eagle River.

Study Area - The Study Area includes the Town Center and adjacent areas of zoned higher density residential and commercial land. Study Area boundaries are considered to be the western boundary of the Eagle River Community Council to the west, Artillery Road to the southwest, Firehouse Lane to the southeast, North Eagle River Access Road to the north, and includes approximately 0.5 miles east of the Old Glenn Highway. The Study includes an analysis of the Glenn Highway Interchanges with Artillery Road and North Eagle River Access.

Several new residential, commercial and community facilities planned nearly simultaneously within the Study Area have increased the sense of urgency to address circulation issues. Concepts will be explored that could create new connections along specific alignments to improve circulation. Access management alternatives, signal timing and signal phasing adjustments, signal spacing coordination, and potential use of roundabouts are strategies that will be considered.

Purpose - The Consultant will conduct a phased Circulation Study of the Eagle River Central Business District (CBD) and Residential Core. The results of the study will be a prioritized transportation improvement program (vehicles, transit, pedestrians, bicycles) including capital and operating cost estimates that will be presented to the Anchorage Metropolitan Area Transportation Solutions (AMATS) process for adoption. Based upon the projected growth in business and residential uses in this core area, the study will address the need for improved connectivity between the Glenn Highway and Business Boulevard, and traffic flow along the Old Glenn, including the movement of freight vehicles. A rigorous alternatives analysis will also address the need for improved connections between the Powder Reserve and the CBD, as well as options for easing congestion at the

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Glenn Highway interchanges at Artillery Road and North Eagle River Access.

Phase I, Reconnaissance Study – Funded through this TORA

This effort will include a public involvement program, gathering background data (traffic, land use), preparing transportation modeling projections, and an analysis of future system demands versus the existing system resulting in the documentation of system deficiencies.

- Prepare and implement an approved public involvement program to include community meetings (community councils, chamber of commerce, road board, etc.)
- collecting baseline traffic data (vehicle volumes, vehicle classification, crash data, pedestrian counts) and land use data
- analysis of existing traffic conditions (vehicle/transit passenger, truck and emergency vehicle, pedestrian, and bicycle)
- development and analysis of future conditions scenario (2027) using travel demand modeling based upon land use and traffic growth projections
- Prepare a written report that shows the current and future traffic projections and identifies the deficiencies needing improvement.

Phase II, Alternatives and Recommendations – Proposed for funding in 2010

Based upon the results from Phase I, this effort will continue the public involvement program, develop/analyze alternative circulation elements and prepare a recommendation report which includes a prioritized list of projects, with capital and operating estimated costs, address the Preliminary Engineering for major elements of the Preferred Alternative selected from Phase I, which may include improvements to the Glenn Highway Interchange with Artillery Road.

- development and evaluation of circulation alternatives, including capital and operational improvement projects to mitigate circulation problems
- financial analysis of proposed improvements, and development of a fiscally constrained set of recommendations and implementation plan
- review and provide any recommendations regarding 1) changes to access policies, 2) public transportation improvements, and 3) any proposed land use policy changes to reduce the transportation circulation issues.

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B. FFY 2007 Budget

\$150,000 project is reduced by State's ICAP of 3.97%

\$131,244 = available federal amount $[(\$150,000 \times 90.97\%) \div 1.0397]$.

\$13,028 = available local match $[(\$150,000 \times 9.03\%) \div 1.0397]$.

\$144,272 = Total amount available for the project

The Municipality's total local match is \$13,545 (\$13,028 + \$517 for ICAP)

Project Budget

Consultant Services	\$121,844
MOA Staff Services	\$20,000
MOA Overhead on Federal Amount (1.85% of \$131,244)	\$2,428
TOTAL	\$144,272

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 3.97%. 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 ID: 006975**Type:** AR_FundsApprop - Funds Approp Resolution**Title:** Traffic Circulation Study for the Eagle River Central Business District (CBD) and Residential Core**Author:** pruittns**Initiating Dept:** Traffic**Description:** Appropriating \$131,244 from a ADOT&PF Transfer of Responsibilities Agreement (TORA) with the MOA to the State Categorical Grants Fund under the Traffic Dept. for the purpose of conducting a traffic circulation study for the ER CBD & Residential Core.**Keywords:** Traffic Dept, Eagle River, CBD, Traffic Circulation Study,**Date Prepared:** 10/10/08 3:59 PM**Director Name:** Lance R. Wilber**Assembly Meeting Date:** 11/18/08**Public Hearing Date:** 12/2/08

Workflow Name	Action Date	Action	User	Security Group	Content ID
Clerk_Admin_SubWorkflow	11/5/08 12:03 PM	Exit	Joy Maglaqui	Public	006975
MuniMgrCoord_SubWorkflow	11/5/08 12:03 PM	Approve	Joy Maglaqui	Public	006975
MuniManager_SubWorkflow	11/4/08 4:25 PM	Approve	Michael Abbott	Public	006975
Finance_SubWorkflow	10/21/08 3:29 PM	Approve	Sharon Weddleton	Public	006975
Finance_SubWorkflow	10/21/08 3:05 PM	Checkin	Nina Pruitt	Public	006975
OMB_SubWorkflow	10/17/08 10:32 AM	Approve	Wanda Phillips	Public	006975
Traffic_SubWorkflow	10/15/08 1:42 PM	Approve	Lance Wilber	Public	006975
FundsAppropWorkflow	10/15/08 1:37 PM	Checkin	Tana Klunder	Public	006975
OMB_SubWorkflow	10/15/08 9:53 AM	Reject	Wanda Phillips	Public	006975
Traffic_SubWorkflow	10/10/08 4:11 PM	Approve	Lance Wilber	Public	006975
FundsAppropWorkflow	10/10/08 4:03 PM	Checkin	Tana Klunder	Public	006975