

Submitted by: Chairman of the Assembly at
the Request of the Mayor

Prepared by: Project Management &
Engineering Department

For reading: July 27, 2010

CLERK'S OFFICE

APPROVED

Date: 8-17-10 **ANCHORAGE, ALASKA**
AR No. 2010-227

1 A RESOLUTION APPROPRIATING FIVE HUNDRED SIXTY-SIX THOUSAND TWO
2 HUNDRED FOURTEEN DOLLARS (\$566,214) AS A CONTRIBUTION FROM THE
3 ALASKA PACIFIC UNIVERSITY (APU) TO THE ANCHORAGE ROADS AND
4 DRAINAGE SERVICE AREA CAPITAL IMPROVEMENT FUND (441), PROJECT
5 MANAGEMENT AND ENGINEERING DEPARTMENT (PM&E) FOR THE FEDERAL
6 EARMARK MATCH REQUIREMENT FOR THE UNIVERSITY LAKE DRIVE
7 EXTENSION, PM&E PROJECT NO. 08-61.
8

9
10 **WHEREAS**, the Municipality of Anchorage has entered into an agreement with Alaska
11 Pacific University to provide the required local funding match for the federal earmark,
12 concurrently with project development, in order to expedite the overall development of
13 the project; and
14

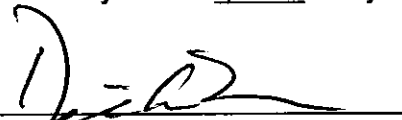
15 **WHEREAS**, the Municipality of Anchorage will proceed with the Memorandum of
16 Agreement with the Alaska Department of Transportation and Public Facilities; now,
17 therefore,
18

19 **THE ANCHORAGE ASSEMBLY RESOLVES:**
20

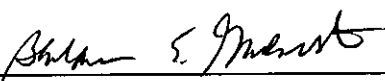
21 **SECTION 1.** The sum of Five Hundred Sixty-six Thousand Two Hundred Fourteen
22 Dollars (\$566,214) is hereby appropriated as a contribution from the APU to the
23 Anchorage Roads and Drainage Service Area Capital Improvement Fund (441) PM&E
24 for the federal earmark match requirement for the University Lake Drive Extension
25 project.
26

27 **SECTION 2.** This resolution shall be effective immediately upon passage and approval
28 by the Assembly.
29

30 PASSED AND APPROVED by the Anchorage Assembly this 17th day of
31 August, 2010.
32

33
34 
Chair of the Assembly

35 ATTEST:
36

37 
38
39 Municipal Clerk
40

41 **Department of Appropriation:**
42 Project Management & Engineering \$566,214



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 428-2010

Meeting Date: July 27, 2010

FROM: MAYOR

SUBJECT: A RESOLUTION APPROPRIATING FIVE HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED FOURTEEN DOLLARS (\$566,214) AS A CONTRIBUTION FROM THE ALASKA PACIFIC UNIVERSITY (APU) TO THE ANCHORAGE ROADS AND DRAINAGE SERVICE AREA CAPITAL IMPROVEMENT FUND (441), PROJECT MANAGEMENT AND ENGINEERING DEPARTMENT (PM&E) FOR THE FEDERAL EARMARK MATCH REQUIREMENT FOR THE UNIVERSITY LAKE DRIVE EXTENSION, PM&E PROJECT NO. 08-61.

The State of Alaska, Department of Transportation and Public Facilities (DOT&PF) has received an earmark from the federal government in the amount of \$6,270,366 for the design, right-of-way acquisition and construction of the University Lake Drive Extension project (Exhibit A). The State of Alaska requires a 9.03 percentage match on the use of federal funds. The Municipality of Anchorage (MOA) has entered into a Memorandum of Agreement with APU to establish the terms of agreement between the MOA and APU regarding APU's participation in the University Lake Drive Project (Exhibit B).

The DOT&PF requires that the local funding match for any federal earmark funded project be committed prior to commencing the particular project phase upon which those funds will be expended.

APU agrees to provide the contribution for the total local funding match requirement for the University Lake Drive Extension, estimated to be \$566,214 based on the federal earmark funding available.

Pending execution of this resolution, the MOA will be able to execute a Memorandum of Agreement with DOT&PF, authorizing the use of federal funds to design and construct the University Lake Drive project.

REVENUE ACCOUNT

Account Number	Account Name	Amount
441.7251.9609.BP2010	Restricted Contributions	\$566,214

EXPENDITURE ACCOUNT

Account Number	Account Name	Amount
441.7251.3101.BP2010	Professional Services	\$566,214

1 THE ADMINISTRATION RECOMMENDS APPROVAL OF A RESOLUTION
2 APPROPRIATING FIVE HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED
3 FOURTEEN DOLLARS (\$566,214) AS A CONTRIBUTION FROM THE ALASKA
4 PACIFIC UNIVERSITY (APU) TO THE ANCHORAGE ROADS AND DRAINAGE
5 SERVICE AREA CAPITAL IMPROVEMENT FUND (441), PM&E FOR THE
6 FEDERAL EARMARK MATCH REQUIREMENT FOR THE UNIVERSITY LAKE
7 DRIVE EXTENSION, PM&E PROJECT NO. 08-61.

8
9 Prepared by: Robert J. Moore, Senior Accountant
10 Project Management & Engineering Department

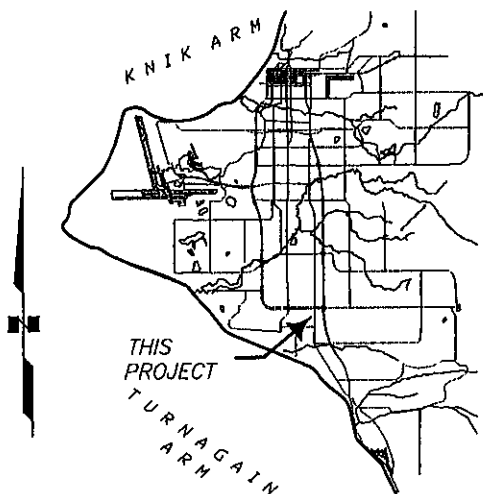
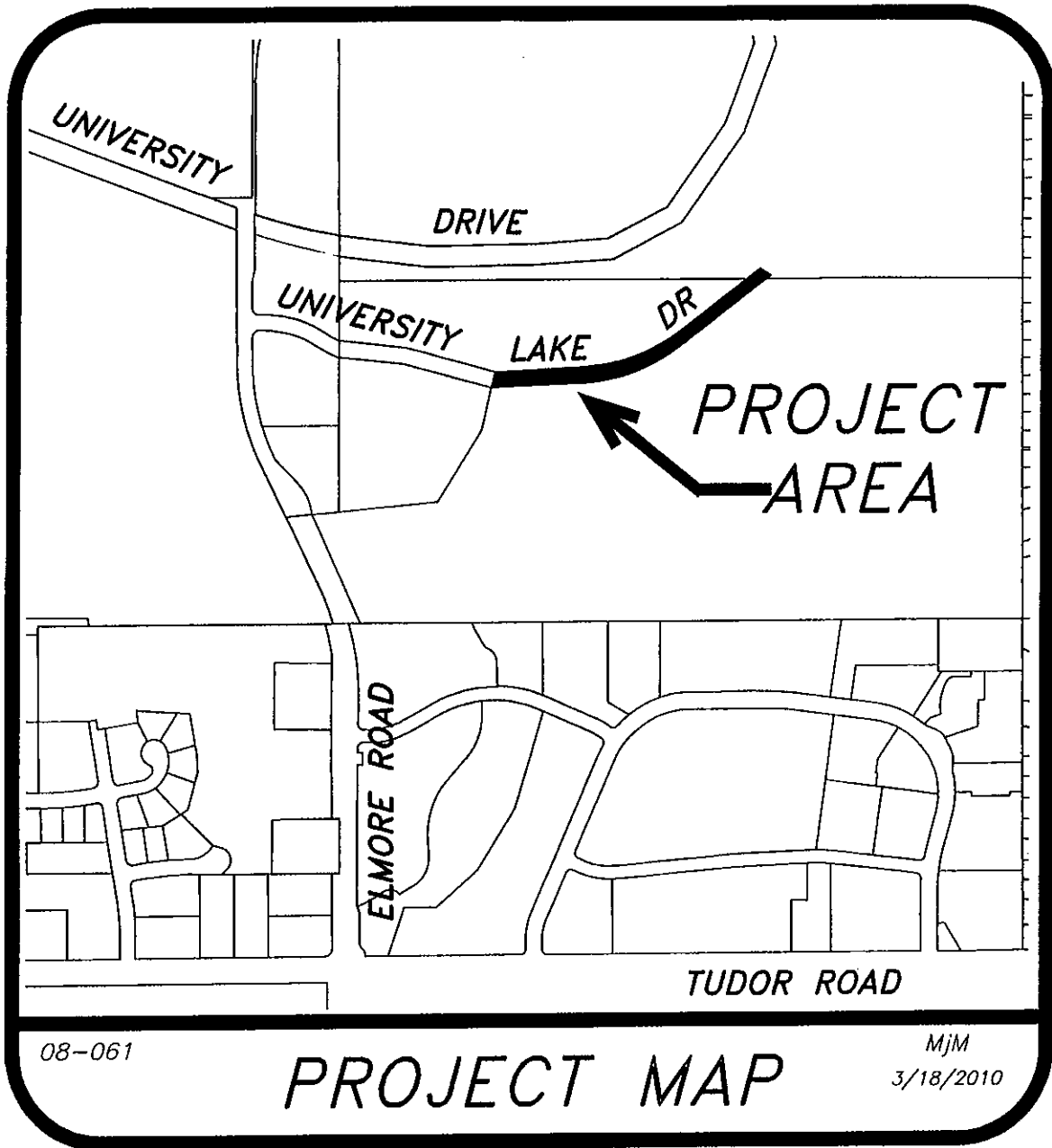
11 Approved by: J.W. Hansen, Acting Director
12 Project Management & Engineering Department

13 Concur: Greg Jones, Executive Director
14 Office of Community Planning and Development

15 Fund certification: Lucinda Mahoney, CFO
16 441.7251.9609. BP2010 \$566,214
17 (Restricted Contribution)

18 Concur: George J. Vakalis, Municipal Manager

19 Respectfully submitted: Daniel A. Sullivan, Mayor



Road Project

UNIVERSITY LAKE DRIVE
EXTENSION

Project Management and Engineering Department

EXHIBIT B

**Memorandum of Agreement
between the
Municipality of Anchorage
and
Alaska Pacific University**

***Project Name: University Lake Drive Extension
Federal Project No.: HPRL-HPRM-0001(407)***

***Municipal Project No.: 08-61
State Project No.: 59764***

The parties to this agreement are the Municipality of Anchorage, a municipal corporation established under Alaska law (hereinafter the MOA), and the Alaska Pacific University, a corporation established under Alaska law (hereinafter APU).

WHEREAS, the MOA owns and maintains the present University Lake Drive;

WHEREAS, APU obtained a federal earmark to plan, design, and construct a new roadway that extends University Lake Drive from its present terminus to a point approximately 1500 feet to the northeast, providing access to land designated as endowment lands and proposed for development in the near future (hereinafter the Project);

WHEREAS, APU desires that the MOA shall plan, design and construct the Project;

WHEREAS, the Alaska Department of Transportation & Public Facilities (hereinafter DOT&PF) is responsible for overseeing federal earmarks related to transportation projects in Alaska;

WHEREAS, the federal earmark requires a local funding match;

WHEREAS, APU owns the property needed to provide the right-of-way necessary to extend University Lake Drive; and

WHEREAS, APU desires to advance the required local funding match for the federal earmark, concurrently with project development, in order to expedite the overall development of the Project;

NOW THEREFORE, the parties, in consideration of the mutual promises contained herein, agree as follows:

PURPOSE

The purpose of this Agreement is to establish the terms of agreement between the MOA and APU regarding APU's participation in the Project; the local funding match contribution for the federal earmark received; the acquisition of APU property necessary to provide a right-of-way for the Project; reimbursement of APU for its advancement of the local funding match, and the disposition by APU of any funds from the proceeds of the sale of its property, in excess of those required for the aforementioned reimbursement.

The net effect upon the execution of the separate provisions of this agreement is that APU will have advanced the local funding match for the first three project development stages to the MOA, thus allowing those phases to commence. The MOA will have purchased the right-of-way for the Project from APU using

federal funds, and APU will have reimbursed itself for the local match funding advances. Finally, APU will have donated the remaining proceeds of the right-of-way sale to the MOA to be appropriated to the project to satisfy the total local funding match requirement and to supplement the federal construction funds available for the Project.

1. FINANCIAL PARTICIPATION

- a. APU agrees to provide the total local funding match requirement for the Project, estimated to be \$566,214 based on the total federal earmark funding available (see Figure 1). APU agrees to provide this local funding match through an installment process described herein.
- b. The DOT&PF requires that the local funding match for any federal earmark funds be committed prior to commencing the particular project phase upon which those funds will be expended.

2. LOCAL FUNDING MATCH

- a. APU agrees to deposit \$90,300 with the MOA prior to initiation of the Environmental Documentation Phase of the Project.
- b. APU agrees make additional deposits of \$73,040 and \$100,600 to the MOA upon request, prior to the initiation of the Preliminary Engineering Phase and the Right-of-Way Phase, respectively.
- c. APU agrees to advance a maximum \$263,940 (the sum of the above amounts) for the local funding match, prior to receiving payment for that property it conveys to the MOA to serve as the right-of-way for the project.
- d. The elements of each of the project phases and the project budget are shown in Figure 1. Details of the contemplated right-of-way acquisition process follow immediately below.

3. RIGHT-OF-WAY ACQUISITION

- a. The MOA agrees to acquire the necessary right-of-way for the extension of University Lake Drive from APU, using federal earmark funds
- b. The MOA agrees to obtain a fair market value appraisal, for the APU property to be acquired, from a certified property appraiser mutually selected by both parties, and further agrees to be bound by that value determination.
- c. The MOA agrees to make a full fair market value offer for the property.
- d. Payment for the right-of-way will be made by the DOT&PF directly to APU.

4. PROCEEDS FROM THE PROPERTY SALE

- a. APU agrees to use the proceeds received from the sale of its property to reimburse itself for the local

funding match scheduled to be advanced to the MOA for the first three project phases, namely \$263,940 as stated in paragraph 2c.

- b. APU agrees that any funds from the proceeds of the sale of its property, in excess of those required for the above reimbursement, will be deposited in a designated segregated account with the MOA to be appropriated to satisfy the total local funding match requirement of \$566,214 and to satisfy the obligations under section 4(c). Any funds not so used, upon certification by the MOA to the State that the Project has been completed shall be promptly returned to APU.
- c. APU agrees that should the proceeds of the sale of its property prove insufficient to support the total local funding match requirement as stated in paragraph 1a, APU will, within thirty (30) days after the close of escrow, deposit the amount of the deficit with the MOA. Further, APU agrees to timely tender, reimburse and indemnify the MOA, at MOA's election, for any additional project costs that exceed the total required local funding match (\$566,214) including, but not limited to, unforeseen conditions and/or project costs not reimbursable from federal construction funds. Notwithstanding the foregoing obligation, APU shall not be obligated to reimburse or indemnify the MOA for overruns in the Project Budget attributable to: (i) costs incurred due to the negligent acts or omissions of the MOA and (ii) changes in the Project Budget that are the result of changes to the design of the Project, that are not first presented to and approved by APU in writing. In the event of change orders required through no fault of any party, including but not limited to site conditions, the MOA agrees to consult with APU with possible modifications of the Project design in an effort to avoid cost overruns over the Project Budget and to implement such solutions.

5. AGREEMENT ADMINISTRATION

- a. The MOA administrator for this agreement is Rand Gaynor, Project Administrator, MOA Project Management & Engineering.
- b. The APU administrator for this agreement is John Schwamm, APU Endowment Property Manager.
- c. Any notices related to this Agreement shall be directed to the persons noted above.

6. TERM OF THE AGREEMENT

The term of this agreement shall run to the completion of construction of the Project, or to December 31, 2014; whichever occurs first.

7. INTEGRATION

This agreement, including Figure 1, constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this agreement. The parties may not amend this agreement unless agreed to in writing with both parties signing through their authorized representatives.

SIGNATURES

Dated: 6/30/10

Municipality of Anchorage

By: [Signature]
George J. Vakalis
Municipal Manager

Dated: 6-10-10

Alaska Pacific University

By: [Signature]
John Schwamm
APU Endowment Property Manager

Province of British Columbia
STATE OF ARIZONA
COUNTY OF MARICOPA) ss.
THIRD JUDICIAL DISTRICT
Phoenix)

Province of British Columbia, Canada

This is to certify that on the 10 day of JUN, 2010, before me, the undersigned, a Notary Public in and for the State of Arizona, personally appeared John Schwamm, known to me to be the Endowment Property Manager, for Alaska Pacific University, acknowledged to me that he, in his official capacity, is authorized by the company to execute the foregoing instrument as the free act and deed of the said company for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

[Signature]

NOTARY PUBLIC in and for Arizona
My Commission Expires:

Commission is NON-EXPIRING

MICHAEL A. WALDEN
201 - 2377 Bevan Avenue
Sidney BC V8L 4M9
Solicitor

Figure 1. Project Budget

Phase and Task	Estimated Total Project Funds	Estimated Local Match Funds Required	Estimated Federal Funds
Reconnaissance Phase			
a. Municipal Work			
b. Other			
c. State Services			
d. Indirect Cost Allocation Plan (ICAP)			
e. Total PE Cost Estimate (a+b+c+d)			
Environmental Document Phase			
f. Municipal Work	69,965		
g. Municipal Consultant Services	809,325		
h. State Services	75,000		
i. ICAP	45,710		
j. Total PE Cost Estimate (f+g+h+i)	1,000,000	90,300	909,700
Preliminary Engineering Phase			
k. Municipal Work	50,000		
l. Municipal Consultant Services	671,889		
m. State Services	50,000		
n. ICAP	36,973		
o. Total PE Cost Estimate (k+l+m+n)	808,862	73,040	735,822
Right-of-Way Phase			
p. Municipal Work	150,000		
q. Municipal Consultant Services	50,000		
r. State Services	20,000		
s. Acquisition	850,000		
t. ICAP	44,088		
u. Total right-of-way Cost Estimate (p+q+r+s+t)	1,114,088	100,600	1,013,488
Utility Relocation Phase			
v. Municipal Work	30,000		
w. Municipal Consultant Services	200,000		
x. State Services	20,000		
y. ICAP	11,975		
z. Total Utility Phase Cost Estimate (v+w+x+y)	281,975	23,656	238,319
Construction Phase			
aa. Municipal Work	0		
bb. Construction Contract	2,468,367		
cc. State Forces including ICAP (20%)	617,092		
dd. Total Construction Cost Estimate (aa+bb+cc)	3,085,461	278,618	2,807,843
ee. Total Project Cost Estimate (e+j+o+u+z+dd)	6,270,366	566,214	5,704,152

Content ID: 009232**Type:** AR_FundsApprop - Funds Approp Resolution

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Author: pruittns**Initiating Dept:** PME**Review Depts:** OCPD, Purchasing**Date Prepared:** 7/15/10 12:19 PM**Assembly Meeting Date:** 7/27/10**Public Hearing Date:** 8/17/10

Workflow Name	Action Date	Action	User	Security Group	Content ID
Clerk_Admin_SubWorkflow	7/23/10 8:50 AM	Exit	Nina Pruitt	Public	009232
MuniManager_SubWorkflow	7/23/10 8:50 AM	Approve	Nina Pruitt	Public	009232
Finance_SubWorkflow	7/22/10 4:10 PM	Approve	David Ryan	Public	009232
Finance_SubWorkflow	7/21/10 9:50 AM	Checkin	Nina Pruitt	Public	009232
OMB_SubWorkflow	7/20/10 10:48 AM	Approve	Cheryl Frasca	Public	009232
Purchasing_SubWorkflow	7/19/10 3:26 PM	Approve	Fred Kaltenbach	Public	009232
OCPD_SubWorkflow	7/19/10 3:15 PM	Approve	Susan Perry	Public	009232
PME_SubWorkflow	7/16/10 9:40 AM	Approve	Jerry Hansen	Public	009232
FundsAppropWorkflow	7/15/10 12:33 PM	Checkin	Brenda Reddish	Public	009232



CONSENT AGENDA - INTRODUCTION