

Should this item be pulled the following motion would be in order:

**POSSIBLE MOTION**

**I MOVE TO authorize a Memorandum of Agreement between CBS and the State of Alaska Department of Transportation for Project #23436 Cross Trail Construction**

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## MEMORANDUM

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**To:** Cheryl Westover, Mayor and Assembly Members  
Jim Dinley, Municipal Administrator

**From:** Michael Harmon, Public Works Director *WA*  
Gary Baugher, Maintenance and Operations Superintendent *GER*

**Reviewed:** Jay Sweeney, Finance Director *J*

**Date:** 4/17/2012

**Subject:** Memorandum of Agreement with Alaska Department of Transportation (ADOT);  
Cross Trail Construction from the Yaw Drive to Gavin Hill Trail Connection

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### **Background**

The Cross Trail has been identified by the community as a priority in the 2003 Sitka Trail Plan, 2002 Non-Motorized Transportation Plan, the Sitka Parks and Recreation Plan, and the 2007 Sitka Comprehensive Plan. The scope of this project is to plan, design, and construct approximately 4345 feet of compacted gravel multi-modal use trail 10' wide from Yaw Drive to Gavin Hill Connection (see Map on page 15 of the MOA). This Project was nominated by the City and Borough of Sitka for State Transportation Improvement Plan (STIP) funding and will use FHWA Trails and Recreational Access for Alaskans (TRAAK) program funds for planning, design, and construction.

- Spring 2010 – Alaska Department of Transportation and Public Facilities (ADOT) project nomination.
- June 4, 2010 - Letter from Alaska Department of Transportation (ADOT); requesting a resolution from the City and Borough of Sitka Assembly committing to provide the required matching funds.
- December 8, 2010 – Sitka Trail Works letter to Mr. Dinley; Cross Trail Match Funding provided by Sitka Trail Works.
- December 14, 2010 – Resolution passed by the City and Borough of Sitka Assembly; support of Cross Trail Project, providing matching funding, and providing for future maintenance.
- April 2011 – CBS Legislative Capital Project Request

**Analysis**

This project Memorandum of Agreement (MOA) consists of four phases. Phase I (FY12) – Preliminary Engineering thru Environmental, Phase II (FY13) – Preliminary Engineering thru Final PS&E, Phase III (FY13) – Right of Way, Phase IV (FY15) – Construction. As per the attached Memorandum of Agreement (MOA) this includes all work associated with the project, design, permitting, ROW negotiations and purchase, construction documents, bidding, and managing the project budget. Due to the fact this is a Federal Funded Project under FHWA, the Alaska Department of Transportation (ADOT) cannot pass the funding to the City and Borough of Sitka and must perform all work.

**Fiscal Note**

The City and Borough of Sitka is responsible for a 9.03% Match for the Alaska Department of Transportation Improvement Plan. In-kind labor or materials are not considered as match and only non-federal dollars may be used. TRAAK program funds require local match funding only, with the exception of public lands highways funds (FHP & IRR).

Project Phases	Total Estimate Amount	CBS Match
Preliminary Engineering thru Environmental (Phase 1):	\$ 90,000	\$ 8,127
Preliminary Engineering thru Final PS&E (Phase 2):	\$ 40,000	\$ 3,612
Right of Way (Phase 3):	\$140,000	\$12,642
<u>Construction (Phase 4):</u>	<u>\$656,000</u>	<u>\$59,237</u>
TOTAL AMOUNT	\$926,000	\$83,618

Sources of CBS Match Funds (9.03% of total project costs currently secured funding):

CBS General Fund	\$ 5,000
Legislative Grant	\$40,618
STW Members	\$20,000
<u>Rasmussen Grant</u>	<u>\$18,000</u>
TOTAL AMOUNT	\$83,618

**Recommendation:**

Authorize the Municipal Administrator to enter into a Memorandum of Agreement with the Alaska Department of Transportation for Cross Trail construction project # 23436.

**MEMORANDUM OF AGREEMENT BETWEEN THE ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES AND THE  
CITY AND BOROUGH OF SITKA**

**Project Name:** Cross Trail Construction – High School to Baranof,  
Charles, Yaw and Pherson Streets

**State Project No.:** 69513

**I. INTRODUCTION**

The Alaska Department of Transportation and Public Facilities (DOT&PF) and the City and Borough of Sitka (CBS) mutually agree to the terms and conditions of this Memorandum of Agreement (MOA) for the Cross Trail Construction – High School to Baranof, Charles, yaw and Pherson Streets (the Project). Alaska Statute 44.42.020 authorizes DOT&PF to cooperate, coordinate, and enter into agreements with the federal government and municipalities to plan, design, and construct transportation facilities. CBS is a municipality established under Alaska law, and Federal Highway Administration (FHWA) funding will participate in the Project. The CBS has by resolution authorized the DOT&PF to plan, design, and construct the Project.

**II. PROJECT SCOPE**

Plan, design, and construct approximately 4345 feet of compacted gravel multiuse trail.

This Project was nominated by the CBS for State Transportation Improvement Plan (STIP) funding and will use FHWA Trails and Recreational Access for Alaskans (TRAAK) program funds for planning, design, and construction. TRAAK program funds require a local match. The local match must consist of local funding only, as other federal funds, with the exception of public lands highways funds (FHP & IRR), are not eligible for use as match. The current scope, schedule, cost estimates and concept drawing and plan are included as Appendix A.

Both CBS and DOT&PF (the Parties) will review and approve Project budgets. The Project budgets are estimates only, and the Parties recognize and acknowledge that actual costs will often exceed the original estimated budgets.

### **III. PLANNING, DESIGN, CONSTRUCTION, AND OWNERSHIP OF THE PROJECT AND IMPROVEMENTS**

#### **A. Project Developed in Stages or Phases**

The Project will be broken down into four phases: preliminary engineering through environmental document, preliminary engineering to final PS&E, right-of-way certification, and construction. Each of the four phases will require appropriate federal authorization before work may proceed.

Upon completion and final closeout of the Project, if the final cost is less than the programmed amount, the CBS contribution will be recalculated and any excess CBS contribution will be refunded to the CBS.

#### **B. DOT&PF's Responsibilities**

DOT&PF shall:

1. Request the estimated matching funds required for each phase, as identified in Appendix A, prior to initiation of each phase.
2. Ensure that the FHWA funds appropriated for the Project are expended in accordance with Federal and State laws and regulations.
3. Plan, design, and construct the Project.
4. Include the Project in the STIP and update the STIP as necessary.
5. Include the Project in the State capital budgeting process, contingent on the CBS fulfilling its funding obligations contained herein, and obtain legislative authority to spend the funding.
6. Obtain NEPA documentation as needed, and keep an interested parties list.
7. Develop Requests for Proposals ("RFPs") and enter into contracts for engineering services to develop the Project. The RFPs shall be submitted to the CBS for comment prior to advertising for proposals.
8. Execute and manage any professional services agreements as necessary.
9. Keep CBS point-of-contact informed of Project status.
10. Charge staff time and expenses to the Project.

11. Submit plan set to CBS for review when design is approximately 35% complete.
12. Submit plan set to CBS for review when design is approximately 65% complete.
13. Acquire all necessary Right of Way (ROW) under CBS's name.
14. When design is 95% complete, submit to CBS for review and comment the plans, specification and estimate (PS&E) that will go to advertisement for bid solicitation.
15. Provide the construction engineering and indirect cost allocation plan (ICAP) to CBS with a copy of the contractor's Notice to Proceed.
16. Deduct the appropriate rate of ICAP to the Project to cover DOT&PF indirect expenses. The current ICAP rate for FHWA projects is 4.79% of the total Project costs.
17. Submit change orders to CBS for review and comment. If change orders exceed the authorized amount, DOT&PF will request additional funding authorization from CBS prior to executing work on a change order.

### **C. CBS's Responsibilities**

CBS shall:

1. Prior to initiation of each phase of the Project and as a condition precedent to the obligation of federal-aid highway funding, the CBS must certify the local match funding is available for payment. The local match is currently 9.03% of the total Project costs as identified in Appendix A. CBS shall submit the source of all money used as matching.
2. Prior to initiation of each phase CBJ must transfer the estimated match funding required for that phase before work will begin.
3. Provide funding to cover any work determined to be ineligible for federal funding or exceeding actual or anticipated available TRAAK funding for the Project prior to the DOT&PF commencing such work.
4. Provide funding to cover the costs of all Project related litigation, including legal fees and costs, challenges to Federal permits or decisions, condemnation or right-of-way matters, procurement claims, and construction claims. CBS shall assist the DOT&PF, as necessary, during the course of Project related administrative or civil proceedings.
5. Review information and action items from DOT&PF and provide any necessary responses within two weeks.

6. Provide staff as needed with no cost to the Project.
7. Authorize the DOT&PF and its contractors on the Project to conduct the necessary work within the CBS road rights-of-way, and provide the DOT&PF with construction easements or such other interests as required to meet federal right-of-way certification requirements.
8. Inspect the Project right-of-way and property prior to Project closeout. The CBS may perform an environmental assessment of that property for the purpose of determining whether any hazardous material contaminates the property. For purposes of this agreement, a "hazardous material" is any chemical, metal, petroleum product, or other substance (or any combination of hazardous materials) that is designated as "hazardous" by the U.S. Environmental Protection Agency and that is regulated by any government agency in any quantity as a contaminant, hazardous material, or threat to health or safety.
9. Accept full ownership and complete responsibility for each phase or stage of the Project, and all improvements thereon, upon substantial completion of each phase or stage.

#### **IV. PROJECT ADMINISTRATION**

Except as otherwise expressly stated in this MOA, the DOT&PF shall be solely responsible for all Project procurement.

Except as otherwise expressly stated in this MOA, the DOT&PF will be solely responsible for the administration of all Project contracts, in accordance with its contract(s) with the contractor(s) ("construction contract(s)"). The CBS has no direct or implied right to enforce any terms or conditions of any professional services or construction contracts against either the DOT&PF or the contractor(s) except where there is alleged Project mismanagement premised upon the DOT&PF's gross negligence, recklessness, or intentional misconduct. Nothing herein shall be read to modify the scope of AS 09.50.250 or to waive any provisions thereof.

The Department is under no obligation to continue work if the city refuses or fails to secure or approve necessary funding in a timely manner. If the City fails to provide funds in accordance with this Agreement, or if the City fails to respond, in a timely manner, to

Department notifications regarding actual or reasonably anticipated funding shortfalls, the Department shall have the right to issue a stop work order, cancel work, or take such other action as as necessary to respond to any funding shortfall. Should the Department issue a stop work order, cancel work, or take such other actions as necessary to respond to the funding shortfall, the City shall be responsible for all associated costs, including Department administrative costs and legal fees, Project construction claims, and any federal penalties or costs.

## **V. FINAL INSPECTION**

Representatives of the CBS and the DOT&PF may jointly conduct final inspections of each phase or stage of the Project's construction, The DOT&PF shall, however, determine when each such phase or stage of the Project reaches the point of substantial completion. The term "substantial completion" as used in this MOA means that the construction is sufficiently completed to allow the owner or a person authorized by the owner: A) to occupy the phase or stage constructed and improvements thereon; or B) to use the phase or stage constructed and improvements thereon in the manner for which they were intended.

The DOT&PF shall provide the CBS with an "As Built" of the Project and all improvements at Project closeout.

## **VI. THE CBS'S RIGHT-OF-WAY, OPERATIONS, AND MAINTENANCE OBLIGATIONS**

The CBS's right-of-way, operations, and maintenance duties for the any stage of phase of the Project shall commence on the date of substantial completion of that stage or phase. The CBS agrees that its obligations with regard to the Project's right-of-way, operations, and maintenance include the following:

- A. The CBS agrees to perform, at its own expense, those right-of-way, operations, and maintenance obligations required by the use of FHWA funds. In carrying out these obligations, the CBS's duties include:**



1. Those identified in 23 C.F.R. §1.23 (“Rights-of-Way”) and 23 C.F.R. §1.27 (“Maintenance”), which would otherwise be required of the DOT&PF if the DOT&PF owned the facility and improvements constructed under this MOA;
2. Management of the right-of-way and any utilities in accordance with relevant sections of 23 CFR Part 710 (“Right-of-Way and Real Estate”) and 23 C.F.R. Part 645 (“Utilities”);
3. Complying with the DOT&PF’s Right-of-Way Manual;
4. Conducting oversight and management of utilities located in any Project right-of-way consistent with the DOT&PF’s Utility Manual, and complying with the utility policies and requirements set forth in AS 19.25.010-020 and 17 AAC 15;
5. Allowing no encroachments within the right-of-way of the Project without the prior consent of the DOT&PF and the FHWA;
6. Restraint from selling or conveying any portion of the right-of-way without prior consent from the DOT&PF. In the event that the DOT&PF gives its consent to the disposal of any portion of right-of-way acquired with federal-aid highway funds for the Project, the CBS shall pay proceeds of the sale to the DOT&PF, which the DOT&PF will credit to the appropriate federal-aid and State accounts, based on the percentage of State match;
7. Issuing permits as required by the foregoing duties, and assuming sole responsibility for enforcement of all terms and conditions of such permits.

**B. The CBS shall perform all operation and maintenance activities required by this MOA at its own expense and without reimbursement from the DOT&PF. Maintenance activities include, but are not limited to:**

1. Planning, scheduling, administration, and logistics of maintenance activities;
2. Traffic control and safety;
3. Embankment protection, including erosion control, to as-built conditions;
4. Snow and ice control and associated tasks as may be required for the safe and timely passage of the public in accordance with the local CBS snow and ice control policy as described in the CBS Parks Manual.
5. Maintaining signs and in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
6. Removal of debris, rubbish, and dead animals;

**VII. TERM**

This MOA shall become effective on the date of the last signature and shall apply in

perpetuity.

## **VIII. INCORPORATION CLAUSE**

The CBS shall comply with all applicable Federal and State laws, regulations, executive orders, stewardship agreements, and applicable DOT&PF manuals and guidelines, including those provisions that would apply to the DOT&PF if the DOT&PF were to perform those tasks to be performed under this MOA by the CBS. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this MOA.

This obligation includes, but is not limited to, compliance with Federal and State uniform relocation assistance and real property acquisition policies; compliance with provisions of the Federal-Aid Policy Guide (“FAPG”); and compliance with the requirements of Title 23 of the United States Code and related implementing regulations, as set forth in the Code of Federal Regulations.

## **IX. INDEMNIFICATION**

1. The CBS shall hold the DOT&PF, the State, its officers, employees, and agents (collectively, “the State”) harmless from and defend and indemnify the State for liability, claims, or causes of action arising out of this MOA or relating to the Project or property and facilities being transferred and the obligations being assigned.

(a) Notwithstanding the foregoing, the CBS shall have no obligation to hold harmless and indemnify the State to the extent the State is determined to be liable for its own acts or omissions, except that:

(i) to the maximum extent allowed by law, the CBS shall hold the State harmless from and indemnify the State for liability, claims, or causes of action arising from an alleged defect in the design or construction of any facility transferred to the CBS pursuant to this MOA, regardless of negligence or other fault, if such liability, claim, or cause of action arises

out of an incident that occurs more than two years after the DOT&PF transfers ownership and maintenance responsibilities for the facility.

(b) The CBS's duty to defend shall apply regardless of whether it is also alleged that the State's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

(c) Neither liability, claims or causes of action arising from injuries which occurred prior to the date of a transfer, nor liabilities imposed by or claims or causes of action arising from or asserted under AS 46.03.822, shall be governed by this paragraph.

2. The DOT&PF shall add a special provision to its bid documents extending the protections of Standard Specification 107-1.13 to the CBS. The DOT&PF shall add a special provision to its bid documents requiring the CBS to be listed as an additional insured in all instances where the successful bidder would be required to add the DOT&PF as an additional insured. The CBS shall have the right to enforce these provisions against the successful bidder.

#### **X. EACH PARTY IS AN INDEPENDENT CONTRACTOR**

For the purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not a partner, agent, or employee of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.

#### **XI. CANCELLATION REMEDIES**

1. If the CBS requests cancellation of any professional services, consultant or construction contracts entered into by the DOT&PF, the CBS shall be responsible for those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the CBS or

the DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

2. If the DOT&PF was the sole cause of the cancellation, the DOT&PF shall bear those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the CBS or the DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.
3. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of the DOT&PF or the CBS, the CBS shall be responsible for those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the CBS or the DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.
4. The foregoing remedies are in addition to any other remedies referenced in this MOA, and do not bar or limit the DOT&PF from resorting to any other remedy available at law or equity.

## **XII. PENALTY FOR BREACH OF MAINTENANCE OBLIGATIONS**

### **A. Notification and Opportunity to Cure**

If notified by the DOT&PF in writing that it is in violation of any of the terms, conditions, or provisions of Section VI, VII, or VIII of this Agreement, the CBS shall have thirty (30) days from the date of such notification to remedy the violation; or, if the remedy will take in excess of thirty (30) days to complete, the CBS shall have thirty (30) days to commence implementation of a satisfactory remedy.

Expiration of the thirty (30) days and failure by the CBS to remedy is a breach of this MOA. If the CBS is in substantial breach, the DOT&PF may elect to terminate this MOA. Failure to implement a satisfactory remedy will also result in the DOT&PF not considering any CBS contribution in evaluating the CBS's municipal

capital improvement project nominations in the six years after breach (17 AAC 05).

**B. Remedies**

In the event of breach of the CBS's obligations to own, maintain and operate the Project or its improvements, damages shall include, but are not limited to:

1. Return of the Federal and State funds expended on the Project under this MOA;
2. Reimbursement to the DOT&PF for any costs incurred by the DOT&PF which are directly or indirectly related to fulfilling any of the CBS's contractual commitments; and
3. Withholding of approval of future federal-aid projects until such time as the CBS puts the Project in a state of compliance with this MOA.

**XIII. MISCELLANEOUS PROVISIONS**

**A. Amendment or modification of Agreement**

This MOA may only be modified or amended by written agreement signed by authorized representatives for both Parties.

**B. The Whole Agreement**

This MOA 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 MOA. This MOA may not be amended by the Parties unless an amendment is agreed to in writing, with the both Parties signing through their authorized representatives.

**C. Assignment**

Without the written consent of the DOT&PF, this MOA is not assignable by the CBS either in whole or in part.

**D. Third Parties and Responsibilities for Claims**

Nothing in this MOA shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the Parties named in this MOA, whether such rights, privileges, immunities, duties or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this MOA shall be construed as creating any legal relations between the DOT&PF and any person performing services or supplying any equipment, materials, goods, or supplies for the Project.

**E. Duty of Cooperation**

The CBS agrees to provide reasonable access to the Project and to relevant Project records, to any authorized representatives of the DOT&PF or U.S. Government. The CBS further agrees to cooperate in good faith with inquiries and requests for information relating to the Project or its obligations under this MOA.

**F. Necessary Approvals**

In the event that any election, referendum, ordinance, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the CBS to enter into this MOA or to undertake the Project, or to observe, assume or carry out any of the provisions of the MOA, the CBS will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**G. Joint Drafting**

This MOA has been jointly drafted by the Parties, and each party has had the ability and opportunity to consult with its legal counsel prior to signature. The MOA shall not be construed for or against either party.

**K. Third Party Beneficiary Status**

The CBS is not an intended beneficiary of any contracts between the DOT&PF and any contractors, subcontractors or consultants or any other third parties, and has

no contractual rights with respect to such contracts or any provisions thereof, unless expressly stated otherwise.

#### **XIV. CONTACTS**

The DOTPF's contacts are Carolyn Morehouse, Regional Preliminary Design and Environmental Group Chief, ([carolyn.morehouse@alaska.gov](mailto:carolyn.morehouse@alaska.gov) 465-4234) for the design phase, and Maureen Hansen, Construction Group Chief, ([maureen.hansen@alaska.gov](mailto:maureen.hansen@alaska.gov) 465-4428) for the construction phase, or as may be re-designated in writing from time to time. Michael Harmon, Public Works Director, ([michael@cityofsitka.com](mailto:michael@cityofsitka.com) 747-1823) will be the point of contact for Sitka, or as may be re-designated in writing from time to time.

The undersigned agree to the terms of this Memorandum of Agreement:

STATE OF ALASKA,  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Albert H. Clough,  
Regional Director, Southeast Region

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by Albert H. Clough, who is Regional Director for the Southeast Region of the Alaska Department of Transportation & Public Facilities, an agency established under Alaska law, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_

CITY AND BOROUGH OF SITKA

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Jim Dinley  
Municipal Administrator

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by Jim Dinley, who is Municipal Administrator of the City and Borough of Sitka, a Municipality established under Alaska law, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT OF THE COUNCIL OF THE  
CITY AND BOROUGH OF SITKA

BE IT REMEMBERED that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at a regular meeting, of the City Assembly of the City and Borough of Sitka, a Municipality established under Alaska law, granted its approval of the foregoing instrument.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Clerk, City and Borough of Sitka



**Sitka Cross Trail  
Project No. 69513  
Appendix A**

**Project Scope**

This project will construct approximately 4345 feet of compacted gravel multiuse trail from the end of the existing cross trail to the Yaw Drive extension. It will provide connections with existing portions of the Sitka Cross Trail to provide more non-motorized linkages.

**STIP Schedule**

Ph	Fund	FFY12	FFY13	FFY14	FFY15	After 2015
2	3PF	8,127	3,612	0	0	
2	TE	81,873	36,388	0	0	
3	3PF	0	12,642	0	0	
3	TE	0	127,358	0	0	
4	3PF	0	0	0	59,237	
4	ILLU	0	0	0	596,763	
<b>Totals:</b>		90,000	180,000	0	656,000	0

**Project Costs**

Phase	Total Estimate Amount	CBS Match
Preliminary Engineering thru Environmental (Phase 2):	\$90,000	\$8,127
Preliminary Engineering thru Final PS&E (Phase 2):	\$40,000	\$3,612
Right of Way (Phase 3):	\$140,000	\$12,642
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<b>TOTAL AMOUNT</b>	<b>\$926,000</b>	<b>\$83,618</b>

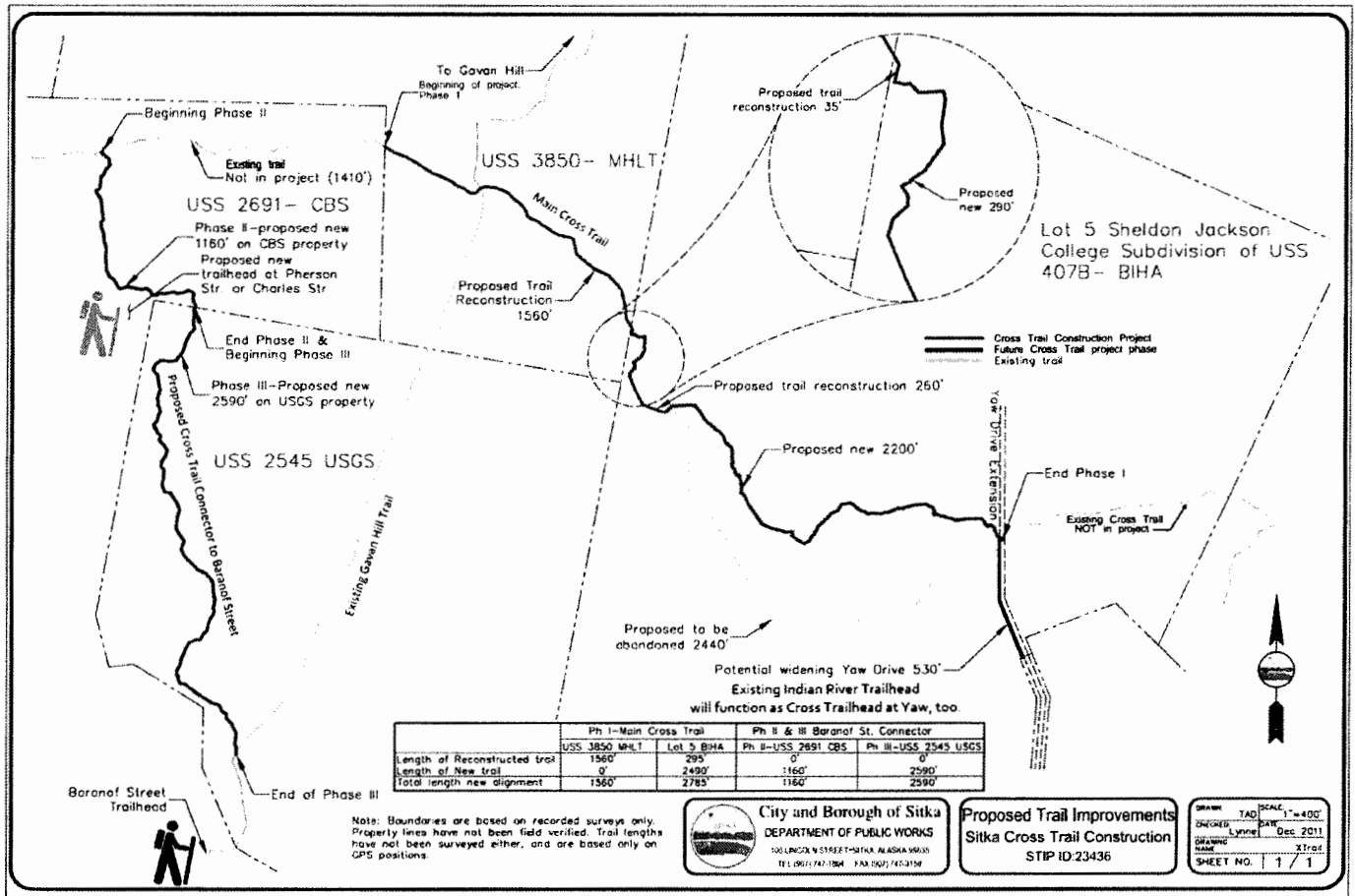
Sources of CBS Match Funds (9.03% of total project costs):

CBS General Fund	\$5,000
Legislative Grant	\$40,618
STW Members	\$ 20,000
<u>Rasmussen Grant</u>	<u>\$18,000</u>
<b>TOTAL AMOUNT</b>	<b>\$83,618</b>

## Concept Drawing and Plans

Project includes the section of Cross Trail beginning at the Yaw Drive Extension and ending just beyond the existing Gavan Hill Trail, as shown in the map below.

Project does not include the Proposed Cross Trail Connector to Baranof Street.



**PROJECT SCOPE APPROVED BY THE FOLLOWING PROJECT CONTACTS:**

**Alaska Department of Transportation and Public Facilities**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Andy Hughes, Regional Planning Chief

**City and Borough of Sitka**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Michael Harmon, Public Works Director

## FY 2012 CBS LEGISLATIVE CAPITAL PROJECT REQUEST

### Project Title: CROSS TRAIL MULTIMODAL PATHWAY

Total Project Cost:	\$ 926,000
Funding already secured:	\$ 842,382 (TRAAK)
FY2012 State Funding Request:	\$ 40,618
Other Funding:	\$ 43,000 (CBS and STW)
Additional Funding Required:	\$ 0

City and Borough of Sitka Federal Tax ID Number: 92-0041163

CBS requests \$40,618 to complete a 9.03% match requirement for the Sitka Cross Trail Multimodal Pathway project. The City and Borough of Sitka, Sitka Trail Works, and the Rasmuson Foundation are providing half the match and state assistance is needed to cover the remaining match for this multi-ownership multimodal trail segment. This project was awarded funding in the 2010-13 State Transportation Improvements Program (TRAAK). Matches for TRAAK projects were waived previously, so the 9.03% match commitment was not anticipated when the application was submitted. On December 14<sup>th</sup>, 2010 the CBS Assembly passed Resolution 2010-34 in support of the project.

The Sitka Cross Trail Multiuse Pathway has been included in Sitka planning documents since 1981 and is an identified community priority in the 2003 Sitka Trail Plan, 2002 Non-Motorized Transportation Plan, Sitka Parks and Recreation Plan, and 2007 Sitka Comprehensive Plan. Three phases of the project have been completed since 2007. The pathway will link schools and other major public destinations. When all phases of the project are complete, the pathway will extend from the Alaska Marine Highway terminal on the northwest end of Sitka to the Sawmill Cove Industrial Park at the southeast end of Sitka.

The STIP project will reconstruct the existing Cross Trail from the Mental Health property to Yaw Drive to a non-motorized multimodal pathway standard, reroute the Gavan connector trail from Baranof Street trailhead to the Cross Trail and add new neighborhood connector trails. The total project distance is 7,600 feet long by 10 foot wide (on 12 ft wide shot rock base) compacted gravel trail. This is the standard profile recommended in the Sitka Non-Motorized Transportation Plan for a multimodal pathway. This standard trail design has been utilized in recent reconstruction of the Cross Trail. The STIP project will upgrade the deteriorating Cross Trail from where the 2009 reconstruction project terminated at Gavin Hill Trail, across Mental Health and BIHA property to Yaw Drive, and add a new trailhead at Pherson Street.

The project will create a low-maintenance barrier-free multimodal 10 foot wide compacted gravel pathway. The completed pathway will contribute to healthier and more active lifestyles for residents and visitors. It will resolve currently unsafe conditions on the existing trail. It will favorably impact the local economy and provide for local employment.

**RESOLUTION 2010 -34**

**A RESOLUTION OF THE CITY AND BOROUGH OF SITKA CONCERNING THE SITKA CROSS TRAIL PROJECT, PROVIDING MATCHING FUNDING, AND PROVIDING FOR FUTURE MAINTENANCE**

**WHEREAS**, the Sitka Cross Trail multi-modal trail project is of high priority to the community of Sitka because its proximity to neighborhood subdivisions allows for high levels of multiuse by residents for recreation, transportation and exercise; and

**WHEREAS**, these improvements will make the trail safer, reduce maintenance, improve area drainage and increase recreational uses of the trail staying consistent with the construction design of the new and rehabilitated Cross Trail Sections; and

**WHEREAS**, the City and Borough of Sitka Assembly passed Resolution 2009-33, February 2009, in support of the Cross Trail Project on the Statewide Transportation Improvements Program (STIP) ; and

**WHEREAS**, the Sitka Cross Trail project has qualified for \$842,382 in Federal funding through the Alaska Department of Transportation TRAAK program which requires that the CBS accept ownership of the project, provide 9.03% matching funds and provide for future maintenance of the trail; and

**WHEREAS**, a recommendation to commit CBS funds and/or other grant matching funds for the Cross Trail project was supported by the Parks and Recreation Committee on June 3, 2010; and

**WHEREAS**, the City and Borough of Sitka is providing \$5,000 in matching funds to begin the Design phase of the project; and

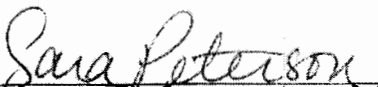
**WHEREAS**, Sitka Trail Works will provide \$38,000 of the match requirement; and

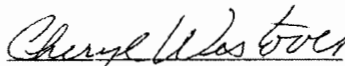
**WHEREAS**, an appropriation request is being submitted to the Alaska State Legislature for the remainder of the match;

**THEREFORE, BE IT RESOLVED**, that the Assembly of the City and Borough of Sitka, Alaska, accepts this project, authorizes the Administrator to enter into agreements the Alaska State Department of Transportation, commits to meeting the matching funds requirement and will provide for future maintenance needs of the trail.

**PASSED, APPROVED, AND ADOPTED** by the Assembly of the City and Borough of Sitka, Alaska on this 14th day of December 2010.

ATTEST

  
Sara Peterson  
Acting Municipal Clerk

  
Cheryl Westover, Mayor



# Sitka Trail Works, Inc

801 Halibut Point Road, Sitka AK 99835  
Phone: 747- 7244 email: [trail@gci.net](mailto:trail@gci.net)  
Deborah A. Lyons, Executive Director

Mr. James Dinley  
Administrator – City and Borough of Sitka  
100 Lincoln Street  
Sitka, AK. 99835

December 8, 2010

RE: \$38,000 Cross Trail matching funding provided by Sitka Trail Works, Inc.

Dear Mayor Westover, Administrator Dinley and Assembly Members,

The CBS staff was notified earlier this year that the Sitka Cross trail project qualified for \$842,382 in Federal TRAAK program grant funding. This was quite an accomplishment. The project was ranked and scored by an AK DOT committee in competition with projects statewide. Only four projects were selected for funding.

Sitka Trail Works has been working with City staff to develop a plan to fund the project requirement. Please see the attached spreadsheet and timeline.

- Sitka Trail Works is making commitment to assist with this project by raising \$38,000 towards the \$83,618 (9.03% of the project total) match required.
- STW is requesting that the Assembly consider and approve donating \$5,000 to project as soon as possible so that work may begin on the design phase.
- City staff has also included the project in legislative priorities list and the rest of the match will be provided through a legislative appropriation.

This project goal is to make the entire Cross Trail from Yaw Drive to the High School and to the Baranof and Pherson Street trailheads barrier free and accessible to bikes. The Cross trail is very popular and a real asset to the community especially to the residents who live in proximity to the trail. The willingness of Sitka Trail Works to step up to the plate to secure grant funds and to conduct a Capital Campaign to fund the project is an indication of the high level of community support for and appreciation of the Sitka Trail System.

Thank you for your consistent support for the projects in the Sitka Trail Plan.

Yours Truly,  
*Deborah A. Lyons*  
Deborah Lyons

**STATE OF ALASKA**  
**Department of Transportation**  
**and Public Facilities,**  
**Southeast Region Planning**

SEAN PARNELL, GOVERNOR

6860 GLACIER HIGHWAY  
JUNEAU, AK 99801-7999  
PHONE: (907) 465-1776  
TTY/FDD: (907) 465-4647  
FAX: (907) 465-2016  
Email: andy.hughes@alaska.gov

June 4, 2010

RE: City & Borough of Sitka Local STIP Project  
Local Federal-aid funding match  
Cross Trail Construction

Jim Dinley, Administrator  
City and Borough of Sitka,  
100 Lincoln Street,  
Sitka, Alaska 99835

Dear Mr. Dinley:

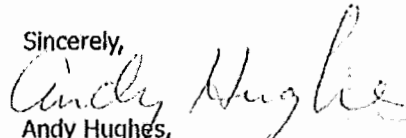
In 2009 the City and Borough of Sitka nominated a number of projects in response for the department's 2009 call for projects to be considered for inclusion in the State Transportation Improvement Program (STIP). The following project received a score sufficient to elevate it for inclusion in the current 2010-13 STIP:

- o Cross Trail Construction -- High School to Baranof, Charles, Yaw and Pherson Streets

The purpose of this letter is to request a resolution from the Sitka City and Borough Assembly committing to providing the required local funds for matching the programmed federal-aid to highways funding, including any project cost increases incurred in the development and construction of the project. Department Policy 09.01.040 requires that local government provide the federal-aid highway match for the above project (currently 9.03% of the total cost).

Enclosed is a copy of the project scope, schedule and estimated cost by phase for the above project as currently published in the 2010-13 STIP, which provides an estimate of the amount and years that the matching funds will be required. Following receipt of the resolution, the Department will develop a Project Agreement between the Department and the City and Borough of Sitka. No work will be initiated on a project prior to receipt of local commitment of match funding and the execution of a Project Agreement. Projects for which the local government cannot commit to provision of the match requirement may be postponed or removed from the STIP.

Sincerely,

  
Andy Hughes,  
Regional Planning Chief

cc: Gary L. Davis, Director, SE Region, DOT&PF  
Jeff Ottesen, Director, Division of Program Development, DOT&PF  
Vic Winters, Preconstruction Engineer, SE Region, DOT&PF  
Mike Crabb, Operations Manager, SE Region, DOT&PF

Enclosure: Project page from the 2010-13 STIP