

Proposed by: Administration
Attorney Review: 02/14/2019
Vote: 6 Aye 0 Nay 0 Absent

**MUNICIPALITY OF SKAGWAY, ALASKA
RESOLUTION NO. 19-08R**

A RESOLUTION OF THE MUNICIPALITY OF SKAGWAY, ALASKA AGREEING TO THE TERMS OF A FUND TRANSFER AGREEMENT FOR THE TRANSFER OF LOCAL MATCH FUNDS TO SUPPORT THE PLANNING, DESIGN, AND RIGHT-OF-WAY ACQUISITION FOR THE SKAGWAY FERRY TERMINAL MODIFICATIONS PROJECT.

WHEREAS, the Municipality of Skagway wishes to facilitate the replacement of the Skagway ferry terminal floating berth and associated mooring structure and vehicle and pedestrian access structure, and the addition of new mooring structures to provide end berth access for the Alaska Class Ferry vessels, as detailed in Exhibit A, "Fund Transfer Agreement Between the Alaska Department of Transportation and public facilities and the Municipality of Skagway Borough"; and

WHEREAS, the Municipality of Skagway has 5/12 ownership of the ferry terminal floating berth and associated mooring structure and vehicle and pedestrian access structure; and

WHEREAS, the Municipality of Skagway wishes to provide local match funding as detailed in Exhibit A, in the amount of \$135,450 in FY19 and \$2,131,080 in FY20; and

WHEREAS, the Municipality of Skagway has appropriated \$135,450 in the FY19 municipal budget through the adoption of Ordinance No. 18-23; and

WHEREAS, the Municipality of Skagway wishes to appropriate \$2,131,080 in FY20 for this project, through the appropriate future budget ordinance;

NOW THEREFORE BE IT RESOLVED THAT: the Skagway Borough Assembly grants its approval of Exhibit A; and

BE IT FURTHER RESOLVED THAT: the Skagway Borough Assembly pledges matching funds for the project as detailed in Exhibit A, as authorized by Ordinance No. 18-23 and future budget ordinances.

PASSED AND APPROVED by a duly constituted quorum of the Borough Assembly of the Municipality of Skagway this 21st day of February, 2019.

ATTEST:

Emily A. Deach, Borough Clerk

(SEAL)

Tim Cochran, Acting Mayor



FUND TRANSFER AGREEMENT

BETWEEN

THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

AND

THE MUNICIPALITY OF SKAGWAY BOROUGH

IN SUPPORT OF

Project: Skagway Ferry Terminal Modifications

State Project No: Z696240000 / Federal Project No: 0971008

I. INTRODUCTION

The Alaska Department of Transportation and Public Facilities (DOT&PF) and the Municipality of Skagway Borough (Municipality) mutually agree to the terms and conditions of this Fund Transfer Agreement for the transfer of local match funds to support the planning, design and right-of-way acquisition for the Skagway Ferry Terminal Modifications Project (Project). Federal Highway Administration (FHWA) funding will participate in the planning, design and right-of-way acquisition of the Project. This MOA is being executed to facilitate the planning, design and right-of-way acquisition of the Project. By Resolution, the Municipality has authorized the DOT&PF to plan and design and acquire any necessary right-of-way for the Project.

II. OVERVIEW AND BUDGETS

- A. DOT&PF will plan and design and acquire any necessary right-of-way for the Project, which will replace the existing Skagway ferry terminal floating berth and associated mooring structures, and vehicle and pedestrian access structure, and add new mooring structures to provide end berth access for the Alaska Class Ferry vessels. Reference Appendix A showing the conceptual design features of the anticipated Project.
- B. Planning and design and acquiring any necessary right-of-way for the Project will use FHWA funds, and the match funds will be provided by the Municipality.
- C. Both the Municipality and DOT&PF (the Parties) will review and approve the planning and design and right-of-way budgets (reference Appendix B). The budgets are estimates only, and the Parties recognize and acknowledge that actual costs may exceed the original estimates.
- D. This MOA authorizes DOT&PF to spend the Municipality match funds only for planning and design and right-of-way acquisition for the Project. The Municipality's match contribution for construction of the Project, and any Municipal operational and

EXHIBIT A

maintenance commitments associated with the completed Project, must be negotiated and made part of a Memorandum of Agreement (MOA) prior to completion of planning and design of the Project.

III. FUNDING FOR PLANNING AND DESIGN

- A. Planning and design will be conducted within Phase 2 of the Project, to include: i) Preliminary engineering through environmental document; and, ii) Preliminary engineering to final Plan, Specification and Estimate (PS&E). Any necessary right-of-way acquisition will be conducted within Phase 3 of the Project.
1. The DOT&PF will be responsible for all planning and design. Upon completion of PS&E, the Project will not progress to any necessary right-of-way acquisition until the Parties have entered into a MOA covering their respective construction, operation and maintenance responsibilities for the completed facility.
 2. Prior to initiation of the planning and design of the Project, and as a condition precedent to the obligation of federal-aid highway funding, the Municipality must transfer the local match funding for the estimated cost of that phase. The local match funding percentage requirement is 9.03% of the total Project costs. The Municipality is contributing approximately 1% of the total Project costs, and the funding responsibility is estimated in Appendix A and is summarized as follows: \$135,450 in FFY 19 for engineering; \$45,150 in FFY 20 for engineering; and \$9,030 in FFY 20 for ROW acquisition (if required) for a total of \$189,630.
 3. Upon completion of the final PS&E, and any necessary right-of-way acquisition, if the final cost is less than the programmed amount, the local match will be recalculated and will be adjusted up or down as may be needed. Excess contributions will be applied toward funding commitments in the MOA for the construction of the Project.
- B. DOT&PF's Responsibilities
- DOT&PF shall:
1. Request the estimated matching funds, as identified in Appendix A, prior to initiation of each funding phase.
 2. Ensure that the FHWA funds appropriated for the planning and design of the Project are expended in accordance with Federal and State laws and regulations.
 3. Plan and design the Project and acquire any needed right-of-way.
 4. Include the Project in the State capital budgeting process, contingent on the Municipality fulfilling its funding obligations contained herein, and obtain Legislative authority to spend the funding.
 5. Obtain NEPA documentation as needed and keep an interested parties list.
 6. Plan and design the Project with own staff or use contractual services or combination of State and contractual services. For contractual services, issue Requests for Proposals ("RFPs") and enter into contracts for engineering services to plan and design the Project.

EXHIBIT A

7. Execute and manage any professional services agreements as necessary.
8. Keep the Municipality point-of-contact informed of status of the Project planning and design.
9. Charge staff time and expenses to the planning and design of the Project.
10. When design is approximately 35-50% complete, submit plan set to the Municipality for review and comment (PIH Review).
11. When design is approximately 95-100% complete, submit to the Municipality for review and comment on the PS&E (PS&E Review).
12. Deduct the appropriate rate of ICAP to the Project to cover DOT&PF indirect expenses. ICAP rates are subject to change. The current ICAP rate for FHWA projects is 3.7% of all Project costs.

C. Municipality's Responsibilities

The Municipality shall:

1. Establish a single point-of-contact with sufficient authority and responsibility to communicate to DOT&PF all decisions or notifications required by this agreement.
2. Prior to initiation of each phase of the Project, and as a condition precedent to the obligation of federal-aid highway funding, the Municipality must transfer the local match funding for the estimated cost of that phase. The local match funding percentage requirement is 9.03% of the total Project costs. The Municipality's funding responsibility is outlined in Appendix B.
3. Provide funding to cover any work in the original scope of work, or under any changes recommended for approval by the Municipality determined to be ineligible for federal funding or exceeding actual or anticipated available funding for the planning and design of the Project.
4. Review information and action items from DOT&PF and provide any necessary responses within fourteen (14) calendar days of receipt.
5. Provide management staff for coordination and review as needed at no cost to the planning and design efforts.

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EXHIBIT A

IV. CONTACTS

Following are those designated to be contacted relating to this MOA:

For DOT&PF:

Kirk Miller, Design Group Chief
Email: kirk.miller@alaska.gov
Telephone: (907)465-1215

Or Other representatives as designated in writing.

For the City:

Emily Deach, Acting Municipality Manager
Municipality of Skagway Borough
700 Spring Street
PO Box 415
Skagway, AK 99840
Email: e.deach@skagway.org
Telephone: (907) 983-9706

Or Other Representative as designated in writing.

EXHIBIT A

The undersigned agree to the terms of this Fund Transfer Agreement:

STATE OF ALASKA,
DEPARTMENT OF TRANSPORTATION AND
PUBLIC FACILITIES

Dated: _____

By: _____

D. Lance Mearig
Regional Director, Southcoast Region

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by D. Lance Mearig, who is Regional Director for the Southcoast Region of the Alaska Department of Transportation & Public Facilities, an agency established under Alaska law, on this ___ day of _____, 2019.

Notary Public, State of Alaska
My commission expires: _____

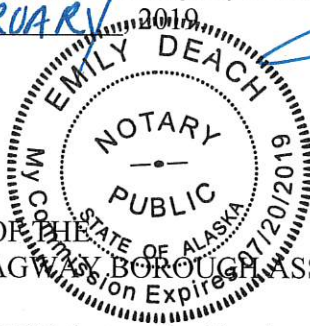
MUNICIPALITY OF SKAGWAY BOROUGH

Dated: 2/25/2019

By: _____

Tim Cochran
Acting Municipality of Skagway Borough Mayor

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by Tim Cochran, who is Acting Mayor of the Municipality of Skagway Borough which is established under Alaska law, on this 25th day of FEBRUARY, 2019.



Notary Public, State of Alaska
My commission expires: 7/20/19

ACKNOWLEDGMENT OF THE
MUNICIPALITY OF SKAGWAY BOROUGH ASSEMBLY

BE IT REMEMBERED that on the 21st day of February, 2019 at a regular meeting of the Borough Assembly of the Municipality of Skagway Borough, a Borough established under Alaska law, the Borough granted its approval of the foregoing instrument and appropriated by Borough Resolution No. 2019-07R the match funds for this project as a part of its appropriation of funds for FY19 and FY20 Borough operations.

Dated: 2/26/19

Clerk, Municipality of Skagway Borough



Agreement between AICT & the Municipality of Skagway Borough for Skagway Ferry Terminal Modifications

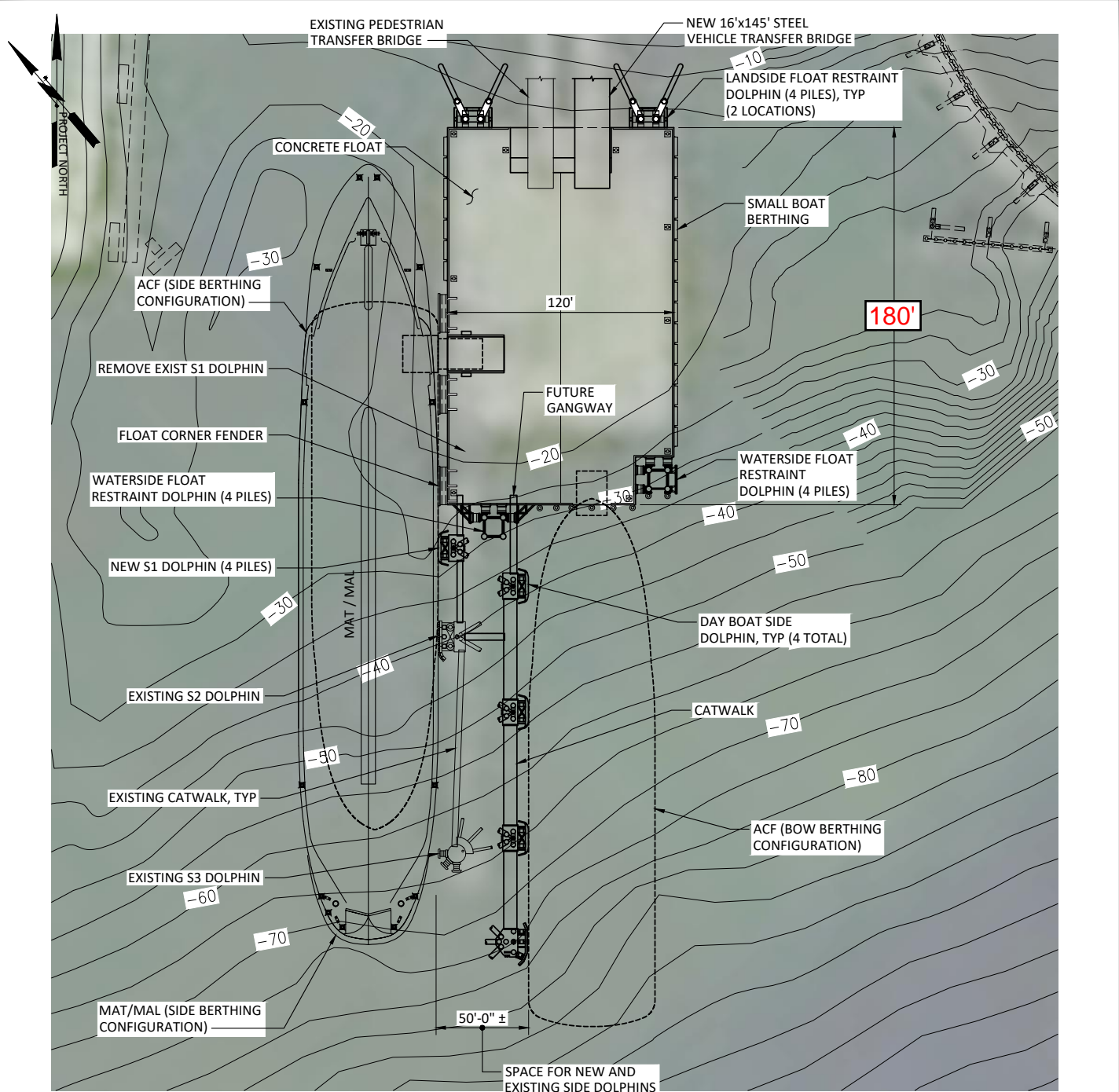
EXHIBIT A

Appendix A
Preliminary Project Plan

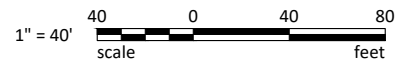
EXHIBIT A

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PROPOSED SITE PLAN



PROJECT PURPOSE:
REHABILITATE EXISTING FERRY TERMINAL FACILITY

APPLICANT:
STATE OF AK, DOT&PF

ADJACENT PROPERTY OWNERS:
STATE OF AK, DNR / STATE OF AK, DOT&PF / CITY OF SKAGWAY / WHITE PASS AND YUKON RAILROAD

PROPOSED SITE PLAN

APPLICATION BY:
STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
SOUTHEAST REGION

SKAGWAY FERRY TERMINAL MODIFICATIONS
PROJECT No. 69642

AT: Skagway, Alaska

LOCATED IN: Township 28 South
Range 59 East
Section 4, CRM

LOCATED IN: Skagway, AK

DATE: 12/31/13 SHEET: 3 OF 3

**Appendix B
Skagway Ferry Terminal Modifications
Project No: Z696240000 / 0971008**

Scope, Schedule & Estimate

SCOPE

Replace existing mooring float and transfer bridge, refurbish existing side berth mooring structures and provide end berth for new Alaska Class Ferry Vessels.

STIP Schedule

Phase	Fund	FFY 19	FFY 20
2	3PF	\$135,450	\$45,150
2	NHPP	\$1,364,550	\$454,850
3	3PF		\$9,030
3	NHPP		\$90,970
4	3PF		\$2,076,900
4	AC		\$25,323,100
4	SM		\$1,100,000
Totals:		\$1,500,000	\$29,100,000
3PF Totals		\$135,450	\$2,131,080

Estimate

Phase	STATE	MOS (3PF)	Total
Design & Environmental	\$1,819,400	\$180,600	\$2,000,000
Right of Way	\$90,970	\$9,030	\$100,000
Construction	\$25,323,100	\$2,076,900	\$28,500,000
Utilities	\$0	\$0	\$0
Totals	\$27,233,470	\$2,266,530	\$30,600,000
Note: Estimates includes indirect cost recovery rate agreement rate provision.			