



Commission Meeting Agenda

11:30 AM - Wednesday, November 10, 2021

Michael L. Brokaw Auditorium

NOTE: Pursuant to Idaho Code 40-1415(6), the ACHD Commission has the authority to accept and approve all subdivision plats as to continuity of highway pattern, widths, drainage, right-of-way construction standards, traffic flow, traffic demand volumes within or outside the boundaries of the proposed development, and other matters associated with the function of the highway district. The ACHD Commission does not have the final authority to impose any conditions related to traffic caused by any new development application applications. Pursuant to the Idaho Supreme Court decision in *KMST, LLC vs. Ada County, 138 Idaho 557, 581-582, 2003*, only the land use agency (City or County) has the final authority to approve or reject the proposed development, including the final authority to implement conditions related to the transportation system. ACHD is not governed by the Idaho Local Land Use Planning Act, Idaho Code 67-6501, which only authorizes land use agencies (City and/or County) to make land use decisions. i.e. development density, zoning, area of impact and comprehensive plan amendments.

Join Zoom Meeting

<https://zoom.us/j/2440272215>

Meeting ID: 244 027 2215

Dial by your location

888 475 4499 US Toll-free

877 853 5257 US Toll-free

FINAL

Amended and Restated on 11/9/2021 at 9:00am

PRE-COMMISSION AGENDA

11:30 a.m. | Will start at this time or shortly after | ACHD Pre-Commission Room

General Housekeeping Items

Discussion of Commission Meeting Agenda

Director's Administration & Operations Report - *The Director's A&O Report can be heard before or after a work session or the Pre-Commission Meeting or during the Post-Commission Meeting.*

The Commission welcomes public input on agenda items. If you wish to testify, please use the sign-in sheet to ensure you have a chance to speak. Individuals are asked to limit their remarks to three minutes, and more time is afforded to representatives of groups. If you want to submit written comments, please do so at least 24 hours in advance to assure that Commissioners have time to read and consider your views. Information and inquiries may be submitted through [Tell US](#)

COMMISSION MEETING AGENDA

12:00 p.m. | Michael L. Brokaw Auditorium

ADOPT AGENDA - Request for Adoption

CONSENT AGENDA - ACTION ITEMS

Items on the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless a Commissioner or citizen so requests, in which case the item will be removed from the Consent Agenda and placed on the Regular Agenda. All Consent Agenda Items are Commission "action items" unless noted.

1. Minutes & Minute Entries

Request for Approval

Request to Approve Minutes and Minute Entries from the October 27, 2021 Commission Meeting.

[Commission Meeting - 27 Oct 2021 - Minutes - Pdf](#)

Stacey Spencer - Secretary of the Board/Executive Assistant - sspencer@achdidaho.org

2. FY2022Commuteride 10-Seat Passenger Van Procurement Contract

Request for Approval

Staff recommends the ACHD Commission approve, and the President execute the Purchase Agreement with Corwin Ford for the amount not exceed \$479,750.00.

[Staff Report - FY2022 10-Seat Commuteride Vans Purchase Contract](#)

Tessa Greeger - Commuteride Manager - tgreeger@achdidaho.org

3. FY2022 Rock Crushing Service Agreement MD-1733

Request for Approval

Bid Results & Consideration/Award Contract

Maintenance Staff recommends the ACHD Commission approve and execute the Purchase Agreement with Seubert Excavators Inc in the "not to exceed" estimated contract amount of \$1,574,955.00.

[Staff Report - FY2022 Rock Crushing Service Agreement MD-1733 - 28 Oct 2021 - Pdf](#)

Lloyd Carnegie - Maintenance Manager - lcarnegie@achdidaho.org

4. FY2022 Vehicle Customization Services Piggyback Agreement MD-1709

Request for Approval

Bid Results & Consideration/Award Contract

Staff recommends the ACHD Commission approve the Purchase Agreement solicited under a formal procurement for the FY2021 Vehicle Customization Services Agreement with ERS in the amount not to exceed \$45,000.00.

[Staff Report - FY2022 Vehicle Customization Services Piggyback Agreement MD-1709 - 28 Oct 2021 - Pdf](#)

Erin Chesnut - Fleet Coordinator - echesnut@achdidaho.org

5. Vacation/Exchange - Establish a Public Hearing date of December 8, 2021, to request the acceptance for the Vacation/Exchange. The proposed vacation is being requested by Arroyo Indio Farm, LLC represented by KM Engineering, LLP.

Request for Approval

This action is to establish a public hearing date of December 15, 2021, to consider the vacation of a portion of S. Yankee Rock Ave., situated in the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho. The portion of property proposed for this vacation contains 1.455 acres, (63,385 SF), more or less. In Exchange for a portion of the West 1/2 of the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho, the exchange portion contains 1.455 acres, (63,385 SF), more or less.

[Staff Report - Vacation/Exchange - Establish a Public Hearing date of December 8, 2021, to request the acceptance for the Vacation/Exchange. The propo - Pdf](#)

REGULAR AGENDA ITEMS - ACTION ITEMS

All Regular Agenda Items are Commission "action items" unless noted.

1. Public Hearing and adoption of Resolution Number 2369 to vacate a parcel of land being a portion of S. Johnson Ln, and release an existing easement

Request for Adoption

Public Hearing

This action is to vacate a parcel of land being a portion of S. Johnson Ln right of way located in NE ¼ of the SE ¼ of Section 13, Township 3 North, Range 1 West of the Boise Meridian, City of Meridian, Ada County, Idaho, containing 0.43 acres (18,770 SF), more or less.

[Staff Report - Public Hearing and adoption of Resolution Number 2369 to vacate a parcel of land being a portion of S. Johnson Ln, and release an exist - Pdf](#)

Dave Serdar - Right of Way Supervisor - dserdar@achdidaho.org

2. Appeal of Staff Level Decision - Skyview Subdivision

Appeal Staff Level Decision

Request for Modification of Previous Decision

William J. Ziebell is requesting an appeal of staff decision for the preliminary plat application for Skyview Subdivision consisting of 125 residential lots, 16 common lots and 1 commercial lot on 18.94 acres located northwest of the intersection of Park Lane and SH-44 in the City of Eagle.

[Appeal of Staff Level Decision - Skyview Subdivision - 02 Nov 2021 - Pdf](#)
[Springhouse HOA](#)

Paige Bankhead - Assistant Traffic Engineer - pbankhead@achdidaho.org

3. Condemnation of Public Right of Way for Ten Mile Road & Victory Road- 319038, P-1, Murgoitio

Authorization and Order of Condemnation

Public Hearing

This action is for the order of Condemnation of 0.859 acres (37,407 SF), Fee Simple, more or less; A parcel being a portion of the SW¼ of the SW¼ of Section 23, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho: 0.245 acre (10,668 SF), Permanent Easement (Permanent Easement A); and 0.011 acres, (467 SF), Permanent Easement (Permanent Easement B), 0.14 acre (6,293 SF) Temporary Easement, more or less.

[Staff Report - Condemnation of Public Right of Way for Ten Mile Road & Victory Road- 319038, P-1, Murgoitio - 01 Nov 2021 - Pdf](#)

Dave Serdar - Right of Way Supervisor - dserdar@achdidaho.org

4. FY21 4th Quarter Impact Fee Report

Presentation by Staff

Report Impact Fee Program Balance for FY2021 Quarter 4

[Staff Report - FY21 4th Quarter Impact Fee Report - - Pdf](#)

Christine Tannler - ACHD Budget Coordinator - ctannler@achdidaho.org

DISCUSSION ITEMS

Public Communications

POST-COMMISSION AGENDA

Commission Administrative Discussion

1. EXECUTIVE SESSION

Pursuant to Idaho Code Section 74-206(1)(d), notice is herein given that the Board of Commissioners of the Ada County Highway District will hold an Executive Session to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.

NOTE: The Web version of the ACHD Commission agenda is provided as a service and is not the formal agenda of the Commission. The most current and legally noticed Commission agenda is the one posted at the District's headquarters, which can be obtained by calling (208) 387-6100.

To arrange for a translator or other accommodation, contact ACHD at (208) 387-6100.

Se les recomienda a las personas que necesiten un intérprete o arreglos especiales que llamen a la coordinadora de participación pública, al (208) 387-6100.



Commission Meeting Minutes and Minute Entries

Wednesday, October 27, 2021

Michael L. Brokaw Auditorium

Minutes and Minute Entries of the Commission Meeting of the Ada County Highway District held Wednesday, October 27, 2021 in the offices of the Ada County Highway District, 3775 Adams Street, Garden City, Idaho.

PRE-COMMISSION SESSIONS - 4:30 P.M.

Commission Present in Person: Goldthorpe, Pickering, McKinney, Hansen and May

Staff Present in Person: Director Wong, Price, Lucas, Inselman, Lam, Head, Laws, Vogelpohl, Carnegie, Green, Greegor, Cooney, Rausch and Spencer

Staff Present via Zoom: K. Inselman, Bjornestad

Public Present via Zoom: 6

1. Impact Fee Ordinance - Session 2

Gary Inselman, ACHD Deputy Director of Development and Technical Services presented. No official action was taken.

[Impact Fee Work Session 10-27-21](#)

2. Ada County Sheriff Clifford

Sheriff Clifford had a discussion with the Commission. No official action was taken.

3. Capitol Blvd. Concept Study

Presentation by Staff

Brooke Green, ACHD Sr. Transportation Planner, presented. No official action was taken.

COMMISSION MEETING AGENDA - 6:01 P.M.

Commission Present in Person: Kent Goldthorpe, Alexis Pickering, Dave McKinney, Jim Hansen and Mary May

Staff Present in Person: Director Bruce Wong, Steve Price, Gary Inselman, Justin Lucas, Shandy Lam, Tom Laws, Ryan Head, Edinson Bautista, Ricardo Calderon, Kristy Inselman, Tessa Greegor, Brooke Green, Lloyd Carnegie, Ken Cooney, Diane Rausch and Stacey Spencer.

Staff Present via Zoom: Rachel Bjornestad

Public Present via Zoom: 6

Public Present in Person: 2

Commissioner Goldthorpe called the meeting to order at 6:01 p.m. and welcomed everyone.

The Commission and Audience recited the pledge of allegiance.

ADOPT AGENDA - REQUEST FOR ADOPTION

A change to the originally published meeting agenda occurred less than forty eight (48) hours prior to the start of the meeting. The Commission is required to make a motion to approve the posted Amended Agenda. The Amended Agenda is effective upon the passage of the motion.

ACTION TAKEN: Mary May made a motion to adopt the agenda. Dave McKinney seconded.

Motion went to vote and carried unanimously.

CONSENT AGENDA - ACTION ITEMS

1. Minutes & Minute Entries
Request for Approval
2. Award Construction Bid for 24th Street Road and Bridge Project.
Request for Approval
3. FY2022 Cooperative Agreement with Valley Regional Transit
Request for Approval
4. Extension of Federal Transit Administration Sub-recipient Agreement with Valley Regional Transit for Commuteride Expenses Related to COVID-19
Request for Approval

ACTION TAKEN: Dave McKinney made a motion to Approve the Consent Agenda. Alexis Pickering seconded.

Motion went to vote and carried unanimously.

REGULAR AGENDA ITEMS - ACTION ITEMS

1. **South Meridian Neighborhood Bicycle and Pedestrian Plan:**
Request for Adoption

Edinson Bautista, ACHD Sr. Transportation Planner, presented staff report.

ACTION TAKEN: Mary May made a motion to Adopt the South Meridian Neighborhood Bicycle and Pedestrian Plan as presented. Alexis Pickering seconded.

Motion went to vote and carried unanimously.

2. **Rose Hill St and Owyhee St. for Adoption:**
Request for Adoption Public Hearing

Commissioner Goldthorpe open the Public Hearing

Kristy Inselman, ACHD Sr. Transportation Planner, presented.

Commissioner Hansen asked a question of Ms. Inselman. Ms. Inselman responded.

Commissioner Pickering provided comment.

Jim Pickett 3501 Windsor Dr., Boise, Idaho, testified.

Nina Schaeffer, 117 S. Dot Street, Boise, Idaho, testified.

Commissioner Hansen asked a question of Ms. Schaeffer. Ms. Schaeffer responded.

Commissioner Pickering asked a question of Ms. Inselman. Ms. Inselman responded.

Cynthia Gibson, 2004 N. 9th Street, Boise, Idaho, testified.

Scott Sword, 3220 Kipling Road, Boise, Idaho, testified.

Commissioner Hansen provided comment.

Commissioner Pickering provided comment.

Commissioner asked for any further public comments, seeing none, Commissioner Goldthorpe closed the Public Hearing.

ACTION TAKEN: Dave McKinney made a motion to Adopt the Rose Hill Street and Owyhee Intersection as presented. Jim Hansen seconded.

Commissioner Hansen provided comment.

Motion went to vote and carried unanimously.

**3. Overland Rd and Vista Ave Concept Study Update – Adoption:
Request for Adoption Public Hearing**

Commissioner Goldthorpe open the Public Hearing

Kristy Inselman, ACHD Sr. Transportation Planner, presented.

Commissioner McKinney asked a question of Ms. Inselman. Ms. Inselman responded.

Commissioner McKinney asked a question of Ms. Inselman. Ms. Inselman responded.

Commissioner Hansen provided comment.

Commissioner asked for any further public comments, seeing none, Commissioner Goldthorpe closed the Public Hearing.

ACTION TAKEN: Alexis Pickering made a motion to Adopt the Overland Road and Vista Avenue Concept Study as presented. Mary May seconded.

Motion went to vote and carried unanimously.

DISCUSSION ITEMS

Commissioner Goldthorpe asked for any Public Comments, seeing none, Commissioner Goldthorpe adjourned the meeting at 6:38 p.m.

Stacey L. Spencer, Secretary

Kent Goldthorpe, President



Impact Fee Ordinance

Session 2

Information Briefing

Gary Inselman, Deputy Director
Development & Technical Services
October 27, 2021

**Our Mission: We drive quality transportation for all Ada County...Anytime,
Anywhere!**



Work Session

- Commission direction from October 6th Work Session
- What can be revised in the Impact Fee Ordinance?
- Pros and Cons



Commission Direction



- Broaden the use of impact fees
- Question assumptions in the ordinance
- Review Service Areas
- Clarify existing deficiencies
- Pedestrian and bicycle infrastructure
- What can be revised in the Impact Fee Ordinance?
 - Under existing State Statute and by June 1, 2022
 - Pros and Cons



Broaden Use of Impact Fees



- State Statute is clear on use of impact fees
- Impact Fees can only be used to pay for eligible expenses on projects listed in the CIP
- Must have a specific level or quantity of use, consumption, generation or discharge of a service unit
- In cases where the principal beneficiary of the facility is existing development, its cost should not be included in impact fee calculations.

Impact Fee Handbook 2016



Question Assumptions in the Impact Fee Ordinance

- No specific question raised
- We can review any portion of the Ordinance and CIP in detail at a future work session if requested



Service Areas



- Service Areas are established by ACHD in the Impact Fee Ordinance and CIP
- 2016 CIP Update
 - Task Force voted 8-0 for Countywide Service Area
 - CICAC voted 8-1 for Countywide Service Area
- Pros/Cons
 - Countywide System
 - Cities have grown together
 - Jobs/Housing out of balance; Jobs in east/Housing in west
 - Average trip length
 - Project needs created by development outside a Service Area
 - Projects costs borne by development within a Service Area



Service Areas



- Communities in Motion 2050 planned to be completed in December 2022
 - Includes new Household Survey – currently under way
 - Last Completed 2012
 - Data includes:
 - Trip mode / type / time
 - Vehicle type
 - # of people per vehicle
 - Demographics
 - Etc.

- Review of Service Areas if desired should take place in the next full update following adoption of Communities in Motion 2050



Existing Deficiencies



- Idaho Development Impact Fee Act clear:
 - Must analyze total capacity of the system, level of current usage, and a general description of all existing public facilities and their existing deficiencies.
 - Must commit to using other available revenue sources to cure existing deficiencies.
 - No options to use impact fees to cure existing deficiencies or to remove projects from the list.



Pedestrian and Bicycle Infrastructure



- Pedestrian and bicycle infrastructure is currently provided on all CIP projects following adopted ACHD plans, policies, and standards.
- Impact Fees pay 100% of the cost for the right-of-way necessary to construct pedestrian and bicycle infrastructure.
 - Typical 5 lane arterial = 37 feet of additional right-of-way acquired for pedestrian and bicycle infrastructure
 - Equals 4.5 acres per mile of roadway
 - Average cost = ~\$900,000
 - 10-foot concrete multi-use path cost = ~\$600,000



Pedestrian and Bicycle Infrastructure



- If desire is to be able to build more pedestrian and bicycle infrastructure along arterials or to fill in gaps along arterials there are options:
 - Program more CIP projects
 - Program Corridor Preservation Projects along select arterial corridors
 - Right-of-way is the major obstacle in filling gaps
 - Projects to purchase the right-of-way on select corridors would enable ACHD to construct facilities ahead of full CIP projects and/or partner with development to extend facilities and fill in gaps as area develops



What Changes to the Impact Fee Ordinance Can We Make?



- Intersections – Make 100% eligible
 - Already include rebuild of existing road
 - Can't build a roundabout or expand an intersection to serve growth without rebuilding pedestrian and bicycle facilities

- Rebuild of existing lanes – treat like bridges

- Miscellaneous items
 - Repair of landscaping, irrigation relocations, and utility relocates in private easements – Make 100% eligible

- Fund the unfunded list – raises the impact fee rates



Pros and Cons



- Intersections
 - Pro – Costs incurred only because of intersection expansion
 - Pro – Development Community generally very supportive of intersection projects
 - Con – Some fee payers may not agree with increased eligibility

- Rebuild of existing lanes
 - Pro – would pay for road with service life left if only replaced to widen
 - Con – minimal impact; ACHD generally times expansion projects with end of pavement life



Pros and Cons



- Landscaping repairs, irrigation and utility relocations
 - Pro – These are costs incurred because of widening
 - Con – Some fee payers may not agree with increased eligibility

- Fund the unfunded list
 - Pro – Increases revenue approximately \$3.3M/year
 - Pro – Could provide needed improvements faster
 - Con – Some fee payers may not agree with increased fee rates



Next Steps



- Will schedule a future Work Session to follow up from direction received.

Comments or questions ?

**Our Mission: We drive quality transportation for all Ada County...Anytime,
Anywhere!**



Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

Commuteride

November 9, 2021

TO: ACHD Commission

FROM: Tessa Greeger, Commuteride Manager
Grant Pelly Rideshare Coordinator

SUBJECT: **FY2022 Commuteride 10-Seat Passenger Van Procurement Contract**
Staff Report for 11/10/2021 Commission Meeting

Executive Summary

Commuteride requests ACHD Commission approval of the FY2022 10-Passenger Van purchase contract with Corwin Ford for Commuteride’s replacement vehicles. Commuteride has purchased vans from Corwin Ford in previous years and has been pleased with their customer service and timeliness on completing orders.

Facts & Findings

On October 13th, 2021, ACHD formally opened bids for Commuteride’s FY2022 procurement of up to ten, 10-passenger vans. Two firms obtained the Request for Proposals (RFP) document from the ACHD Procurement and Contracting Office (PCO); one firm (Corwin Ford) submitted a bid as shown in the table below.

Vendor	Unit Cost	Total Cost
Corwin Ford	\$47,975.00	\$479,750.00

The PCO reviewed the proposal and found it in compliance with Idaho law and ACHD Policy. Commuteride personnel evaluated the proposal and found it to meet all evaluation criteria, as outlined in the contract documents. Legal reviewed the contract and has approved the document.

Fiscal Implications

In FY2022, Commuteride plans to purchase up to ten, 10-passenger vans using its Federal Transit Administration (FTA) grant funding (5339 Small Urban and Rural), previous van sale proceeds, and Commuteride local match funding for a total cost not to exceed \$479,750.00. FTA 5339 grants require a 20% local match.

Recommendation

Staff recommends the ACHD Commission approve, and the President execute the Purchase Agreement with Corwin Ford for the amount not exceed \$479,750.00.

Attachments:

FY2022 Commuteride 10 Passenger Van Purchase



Kent Goldthorpe, President
Dave McKinney, Vice President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

Maintenance

28 Oct 2021

STAFF REPORT

TO: ACHD Commission
FROM: Lloyd Carnegie - Maintenance Manager - lcarnegie@achdidaho.org
SUBJECT: FY2022 Rock Crushing Service Agreement MD-1733
MEETING: Commission Meeting - 10 Nov 2021

FACTS & FINDINGS:

In accordance with Idaho Code 67-2806, given the estimated value of the contract, this solicitation was conducted as a formal procurement. On October 20, 2021, ACHD formally opened bids for the FY2022 Maintenance Rock Crushing Services Agreement MD1733. Three (3) firms obtained the Invitation to Bid from the ACHD Procurement and Contracting Office. Of the three (3) firms, one (1) submitted a bid for the requirement. The proposal was reviewed by the ACHD Procurement and Contracting office to ensure compliance with Idaho Law and ACHD Policy.

Upon review, Seubert Excavators Inc. was the lowest cost, responsive bidder as the table below depicts. The ACHD bid estimate was \$1,111,390.00.

Vendor	Total Cost
Seubert Excavators Inc.	\$1,574,955.00

The proposed Purchase Agreement and Staff Memo were reviewed by ACHD's Legal Department and approved to go before the ACHD Commission.

FISCAL IMPLICATIONS:

Maintenance has budgeted \$1,256,000.00 in Budget Account 509.4352.03 for the crushed chip aggregate and \$80,000.00 in Budget Account 00740.4352.03 for the mobilization portion of the contract. In the event additional funds are required, Maintenance will request a budget adjustment.

RECOMMENDATIONS:

Maintenance Staff recommends the ACHD Commission approve and execute the Purchase Agreement with Seubert Excavators Inc in the "not to exceed" estimated contract amount of \$1,574,955.00.

ATTACHMENT(S):

[FY2022 Rock Crushing Services Agreement staff memo](#)

[FY2022 Rock Crushing Services Agreement](#)



Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

October 28, 2021

To: ACHD Commission
Bruce S. Wong, Director

From: Lloyd Carnegie
Maintenance Manager

Subject: **FY2022 Maintenance Rock Crushing Services Agreement MD-1733
Bid Award**

Agenda Date: November 10, 2021

Facts and Findings:

In accordance with Idaho Code 67-2806, given the estimated value of the contract, this solicitation was conducted as a formal procurement. On October 20, 2021, ACHD formally opened bids for the FY2022 Maintenance Rock Crushing Services Agreement MD-1733. Three (3) firms obtained the Invitation to Bid from the ACHD Procurement and Contracting Office. Of the three (3) firms, one (1) submitted a bid for the requirement. The proposal was reviewed by the ACHD Procurement and Contracting office to ensure compliance with Idaho Law and ACHD Policy.

Upon review, Seubert Excavators Inc. was the lowest cost, responsive bidder as the table below depicts. The ACHD bid estimate was \$1,111,390.00.

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Fiscal Impacts:

Maintenance has budgeted \$1,256,000.00 in Budget Account 509.4352.03 for the crushed chip aggregate and \$80,000.00 in Budget Account 00740.4352.03 for the mobilization portion of the contract. In the event additional funds are required, Maintenance will request a budget adjustment.

Staff Recommendation:

Maintenance Staff recommends the ACHD Commission approve and execute the Purchase Agreement with Seubert Excavators Inc in the "not to exceed" estimated contract amount of \$1,574,955.00.

cc: Jennifer A. Berenger, Maintenance Deputy Director



SERVICES AGREEMENT

2022 MAINTENANCE ROCK CRUSHING SERVICES MD-1733

This AGREEMENT for 2022 Maintenance Rock Crushing Services (hereinafter "AGREEMENT") is made and entered into this 10th day of November 2021, by and between ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (hereinafter "ACHD"), and Seubert Excavators, Inc., (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, ACHD is a single countywide highway district located in Ada County, Idaho, and is responsible for all secondary county and city highways within Ada County; and

WHEREAS, ACHD has all powers necessary and incidental to the statutory powers granted to it under title 40, Idaho Code; and

WHEREAS, ACHD requires Rock Crushing Services; and

WHEREAS, CONTRACTOR offers services required in Rock Crushing Services (hereinafter "SERVICES"); and

WHEREAS, ACHD seeks to engage CONTRACTOR to provide assistance in Rock Crushing Services as well as perform other activities as may be desired by ACHD relevant to this AGREEMENT; and

WHEREAS, this AGREEMENT and the SERVICES provided by CONTRACTOR have been procured in accordance with Idaho Code 67-2806; and

WHEREAS, ACHD seeks to engage CONTRACTOR to provide such SERVICES; and

WHEREAS, CONTRACTOR is willing to work for ACHD in the provision of SERVICES;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereof, the services to be rendered hereunder, and the payments to be made hereunder, the parties agree as follows:

AGREEMENT

SECTION 1. SCOPE OF WORK.

- 1.1 CONTRACTOR agrees to perform the Scope of Work for this AGREEMENT, Maintenance Rock Crushing Services. The Scope of Work is more particularly described in Exhibit "A", attached hereto.
- 1.2 CONTRACTOR will perform any additional work as desired by ACHD by means of a written Change Order signed by a person authorized by ACHD to execute such Change Order in accordance with ACHD policy. Such prior written authorization by ACHD shall be a condition precedent to any claim of CONTRACTOR for payment.

SECTION 2. TIME FOR COMPLETION and EXTENSIONS.

- 2.1 CONTRACTOR and ACHD herein agree that the Scope of Work as set forth in the foregoing section is required to be completed by September 30, 2022. The Work Schedule is more particularly described in Exhibit "B", attached hereto.
- 2.2 ACHD will grant extensions for the following reasons: delays in major portions of the work caused by excessive time required to process submittal by ACHD, other delays caused by ACHD, or additional work requested by ACHD.
- 2.3 CONTRACTOR shall not be liable or deemed to be in default for any Force Majeure delay in performance under this AGREEMENT occasioned by unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of God, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases CONTRACTOR shall notify ACHD promptly in writing of any cause for delay, and ACHD concurs that the delay was beyond the control and without the fault or negligence of CONTRACTOR. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. CONTRACTOR finances shall not constitute a Force Majeure.

SECTION 3. PAYMENT FOR SERVICES.

- 3.1 In consideration for the Scope of Work described in Section 1.1, ACHD agrees to pay CONTRACTOR an amount not to exceed One Million, Five Hundred Seventy-Four Thousand, Nine Hundred Fifty-Five U.S. Dollars and Zero Cents (\$1,574,955.00). The Payment Schedule is more particularly described in Exhibit "C", attached hereto.
- 3.2 CONTRACTOR shall submit invoices to ACHD via e-mail at invoices@achdidaho.org in accordance with Exhibit "C", Payment Schedule. Invoices shall detail dates of work, types of work performed, labor classifications that performed the work, and the length of time such work was performed. ACHD will pay each invoice net 30 days.
- 3.3 ACHD will pay CONTRACTOR for any additional work performed as agreed to by the parties in a written Change Order signed by a person authorized by ACHD pursuant to Section 1.2.
- 3.4 CONTRACTOR shall provide ACHD with IRS Form W-9 with appropriate Tax Identification Number or Social Security Number. If ACHD Accounting Division determines CONTRACTOR has a current W-9 on file, this requirement may be waived.
- 3.5 Upon completion of its work under the AGREEMENT, acceptance by CONTRACTOR of final payment or of any final payment due upon any earlier termination of this AGREEMENT shall constitute a full and complete release of ACHD from any claims, demands, and causes of action of any nature whatsoever that CONTRACTOR may have against ACHD in connection with this AGREEMENT. The making of partial payments or of any such final payment by ACHD to CONTRACTOR shall not constitute an acceptance of the services and/or work product of CONTRACTOR or a release of CONTRACTOR from any claims, demands, or causes of action that ACHD may, now or at any time, hereafter, have against CONTRACTOR.

SECTION 4. AMENDMENT OF AGREEMENT. This AGREEMENT may be amended as agreed to by the parties in a written Change Order signed by a person authorized by ACHD pursuant to Section 1.2. If such amendment includes additional work, ACHD will pay CONTRACTOR for any additional work performed.

SECTION 5. TAX ON MONIES. CONTRACTOR shall be responsible for all Federal and Idaho state tax considerations arising out the payment of the monies paid herein.

SECTION 6. INDEPENDENT CONTRACTOR. CONTRACTOR is an independent contractor and is not an employee of ACHD. CONTRACTOR acknowledges that ACHD does not have control over the time, manner, and/or method of how CONTRACTOR completes the Scope of Work required under the AGREEMENT. CONTRACTOR shall supply CONTRACTOR items of equipment to complete the Scope of Work required under the AGREEMENT.

SECTION 7. NOT AN EMPLOYMENT CONTRACT. CONTRACTOR acknowledges that this AGREEMENT is not an employment contract and that ACHD is only engaging CONTRACTOR to complete the Scope of Work described herein.

SECTION 8. ACKNOWLEDGEMENT OF SERVICES. CONTRACTOR represents and covenants to ACHD that its employees, representatives, and or subcontractors are duly licensed and/or registered under applicable Federal law and/or by the State of Idaho, and that CONTRACTOR has the present capacity and is experienced and qualified to perform the Scope of Work for ACHD as specified in this AGREEMENT. CONTRACTOR further represents and covenants to ACHD that the Scope of Work completed under this AGREEMENT require CONTRACTOR to have specialized skill and/or technical training and that CONTRACTOR has the requisite specialized skill and/or, if CONTRACTOR gained CONTRACTOR ability to render said work through class or training, CONTRACTOR has met all requirements in said class and/or training course(s), and, if required, CONTRACTOR is certified under applicable Federal and/or Idaho state laws to perform said work.

SECTION 9. ASSIGNMENT AND THIRD PARTIES.

- 9.1 CONTRACTOR understands and agrees that it may not assign this AGREEMENT or subcontract with respect to any of its rights, benefits, obligations or duties under this AGREEMENT except upon prior written consent and approval of ACHD to such assignment or subcontract. Any attempt by CONTRACTOR to assign or subcontract its rights benefits or obligations hereunder without such prior written consent of ACHD shall, at the sole option of ACHD, automatically terminate this AGREEMENT.
- 9.2 In the event any ACHD-approved subcontract is entered into by CONTRACTOR with a third-party, such action shall not be construed to create any contractual relationship between ACHD and such third-party, and CONTRACTOR shall be and remain responsible to ACHD according to the terms of this AGREEMENT.
- 9.3 It is expressly understood and agreed that enforcement of the terms and conditions of this AGREEMENT, and all rights of action relating to such enforcement, shall be strictly reserved to ACHD and CONTRACTOR, and nothing contained in this AGREEMENT shall give or allow any such claim or right of action by any other or third person under the AGREEMENT. It is the express intention of ACHD and CONTRACTOR that any person other than ACHD or CONTRACTOR receiving services or benefits under this AGREEMENT shall be deemed to be an incidental beneficiary only.

SECTION 10. BEST EFFORTS. CONTRACTOR shall expend CONTRACTOR “best efforts” to discharge CONTRACTOR duties hereunder and in successfully completing the Project, on schedule and within budget, throughout the duration of this AGREEMENT. CONTRACTOR further agrees that all of the work performed and services rendered under this AGREEMENT shall be performed in accordance with the standards of care, skill, and diligence provided by competent contractors who perform work or render services of a similar nature to the work or services described in Section 1.1 of the AGREEMENT and Exhibit “A” attached hereto.

SECTION 11. WORK PRODUCT. ACHD shall own all work product(s) of CONTRACTOR produced under this AGREEMENT. Work product is defined as the deliverables outlined in the “Scope of Work,” which is attached to this AGREEMENT.

SECTION 12. TERM, SUSPENSION, AND TERMINATION.

- 12.1 The term of this AGREEMENT will commence on the date of execution of this AGREEMENT and will continue, unless terminated by either party, with or without cause, which termination shall be effective following ten (10) days written notice. In the event of termination without cause, all services completed to date of delivery of the notice shall be paid.
- 12.2 ACHD may suspend, for the convenience of ACHD and with or without cause, all or any part of the CONTRACTOR performance under this AGREEMENT by written notice to CONTRACTOR signed by ACHD Director or ACHD Board of Commissioners. Upon receipt of such notice and not more than ten (10) working days thereafter, CONTRACTOR shall take all steps and perform all services necessary to: (i) protect and maintain work performed to date during the suspension period; and (ii) permit efficient resumption of services with minimal disruptions and remobilization effort. In the event of such suspension, ACHD shall have the right to extend suspension or performance for a period not to exceed one hundred twenty (120) days, at no additional cost to ACHD. If such suspension exceeds this period, CONTRACTOR shall have the right to terminate this AGREEMENT for convenience upon written notice to ACHD. All services completed to date of delivery of the notice to ACHD shall be paid to CONTRACTOR.
- 12.3 Failure or refusal of CONTRACTOR to perform any material obligation under this AGREEMENT shall constitute default. In addition to any other remedy available to ACHD, in the event of any default, ACHD may provide CONTRACTOR with written notice of de-fault. Such notice shall provide for an effective date of termination that is not less than ten (10) days after the date of such notice. If CONTRACTOR fails to cure such default prior to the date of termination specified in the written notice, this AGREEMENT may be terminated by ACHD. No new performance will be undertaken after the date of receipt of any notice of termination. In the event of such termination, CONTRACTOR will be paid for those services performed in accordance with the requirements of this AGREEMENT up to the effective date of termination. Such termination shall not waive any other legal remedies available to ACHD, including, without limitation, claims for setoff or damages suffered by ACHD to remedy any such default.
- 12.4 ACHD may terminate this AGREEMENT for ACHD convenience and without cause at any time by giving CONTRACTOR not less than ten (10) days written notice of such termination. In the event of such termination, CONTRACTOR shall cease performance under this AGREEMENT on, but not before, the date specified in such written notice of termination (the "effective date"). Upon termination for convenience, CONTRACTOR will be paid for those services performed in accordance with the provisions of this AGREEMENT, up to the effective date of termination. In no event will ACHD be liable for any costs incurred by CONTRACTOR after the effective date of termination. Such non-re-coverable costs include, but are not limited to, anticipated profits under this AGREEMENT, post-termination employee salaries, overhead, bonding and insurance costs, contract administration, and post-termination administrative expenses, or any other costs associated with this AGREEMENT or termination hereof.

SECTION 13. TIME OF THE ESSENCE. ACHD and CONTRACTOR agree that time is of the essence for the performance of this AGREEMENT. No waiver by either party of strict and timely performance of the other shall constitute a waiver of any subsequent breach or default.

Failure to complete the Scope of Work within the time stated in the Agreement, including extensions granted thereto, shall entitle ACHD to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" of \$500.00 for each calendar day of delay in completion of all contract work. Liquidated damage assessments shall be cumulative and concurrent.

SECTION 14. NEGLIGENCE/INDEMNITY. CONTRACTOR agrees to indemnify, defend, release and save and hold harmless ACHD and its respective officers, board, commission, employees, agents and contractors from and against: (1) any and all damages, including but not limited to loss of use, to property or injuries to or death of any person or persons (including but not limited to property and officers, agents

and employees of ACHD), and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theories upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and worker's compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortious or negligent actions or omissions of the CONTRACTOR in connection with the operations or performance herewith or its use or occupancy of real or personal property hereunder, including actions or omissions of sub-consultants, and the acts or omissions, of the officers, employees, agents, representatives, invitees, or licensees of the CONTRACTOR; provided however, that CONTRACTOR need not indemnify ACHD or its officers, board members, agents and employees from the damages proximately caused by and apportioned to the negligence of ACHD or its officers, board members, agents and employees. This indemnity clause shall also cover ACHD defense costs in the event ACHD, in its sole discretion, elects to provide its own defense. This defense and indemnification obligation of CONTRACTOR shall survive the expiration or termination of this AGREEMENT.

SECTION 15. WORKMAN COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

15.1 CONTRACTOR shall provide and maintain statutory Workers Compensation Insurance, Unemployment Insurance and other insurance required to be maintained under the laws of the State of Idaho. CONTRACTOR shall provide a Certificate of Insurance to ACHD showing that it maintains such insurances.

15.2 CONTRACTOR shall acquire and maintain Comprehensive General Liability Insurance and Comprehensive Automobile Insurance each having a minimum limit of \$500,000.00 per claim and \$1,000,000.00 aggregate. CONTRACTOR shall provide Certificates of Insurance to ACHD showing that it maintains such insurances.

SECTION 16. ACHD CONTACT. The ACHD primary contact point for CONTRACTOR shall be Heather Friddle, Maintenance Superintendent, whose telephone number is 208-387-1542.

SECTION 17. NOTICES. Any and all notices required to be given by either of the parties hereto shall be in writing and deemed delivered when either: (i) delivered personally, or (ii) sent by fax to the other party at the fax telephone number set forth; or (iii) deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the other party at the address set forth, or such other fax telephone number or mailing address as may be provided by written notice of such change given to the other in the same manner as above provided.

For ACHD: Heather Friddle, Maintenance Superintendent
Ada County Highway District
3775 Adams Street
Garden City, Idaho, 83714
Facsimile Number: (208) 345-7650
Telephone Number: (208) 387-1542

For CONTRACTOR: Thomas C. Riener, Vice President
Seubert Excavators, Inc.
P.O. Box 57
Cottonwood, Idaho 83522
Facsimile Number: (208) 962-3392
Telephone Number: (208) 962-3314

SECTION 18. ATTORNEY FEES. In any suit, action or appeal therefrom to enforce or interpret this AGREEMENT, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney fees.

SECTION 19. DISCRIMINATION PROHIBITED. Notwithstanding the foregoing; in performing this AGREEMENT, CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic information, national origin, age or non-job related handicap or because of prior military service or current military status, and shall comply with all applicable Federal and state laws and regulations and executive order of governmental agencies relating to civil and human rights.

SECTION 20. GOVERNING LAW AND VENUE. This AGREEMENT shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. The proper venue for any legal action that may arise under this AGREEMENT shall be the Fourth Judicial District of the State of Idaho, in and for the County of Ada.

SECTION 21. ENTIRE AGREEMENT: MODIFICATION. This AGREEMENT constitutes the entire agreement between the parties hereto, and shall supersede all previous proposals, oral or written negotiations, representations, commitments, and all of the communications between the parties. Any modifications must be in writing and executed by both parties.

SECTION 22. NONAPPROPRIATION. If ACHD is precluded from committing to make certain future payments due hereunder, this paragraph will apply. ACHD has appropriated the funds necessary to make all payments when due under the AGREEMENT during ACHD's initial fiscal period during the AGREEMENT term. ACHD agrees that in each succeeding fiscal year during the term of this AGREEMENT, ACHD will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon ACHD under state law. In the event that despite the best efforts of ACHD, ACHD determines that funds for any amounts under this AGREEMENT will not be available or cannot be obtained during any succeeding fiscal period, ACHD may terminate this AGREEMENT prior to the commencement of such succeeding fiscal period by giving written notice to CONTRACTOR of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by ACHD.

SECTION 23. ACHD OFFICIALS, AGENTS, AND EMPLOYEES NOT PERSONALLY LIABLE. It is agreed by the parties that in no event shall any official, officer, agent, or employee of ACHD be held in any way personally responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement or representation made.

SECTION 24. ACKNOWLEDGEMENT OF NON-EMPLOYEMENT. CONTRACTOR certifies, warrants, covenants, and agrees that in compliance with Idaho Code § 40-1309 and ACHD Policy Section 2033.4.4, no Ada County Highway District commissioner, director, employee and/or their family member is or shall be contractually or otherwise interested, directly or indirectly, in this Agreement nor in any business providing services under the Agreement whether as a prime, sub, or independent contractor, or employee thereof. For purposes of this paragraph, a family member is defined as any person related to an Ada County Highway District commissioner, director, employee by blood, adoption, or marriage within the second degree and shall mean a father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, or granddaughter, in full, half, step, or in-law.

SECTION 25. PUBLIC AGENCY CLAUSE. CONTRACTOR agrees that the SERVICES and their prices contained in this AGREEMENT shall be extended to other Public Agencies defined in Idaho Code 67-2327 and in accordance with the provisions of Idaho Code 67-2803(1). ACHD advises that it is the responsibility of the Public Agency to independently contract, issue purchase orders, et al., with the CONTRACTOR and/or comply with any other applicable provisions of Idaho Code governing public contracting.

SECTION 26. CERTIFICATION OF ANTI-BOYCOTT AGAINST ISRAEL. CONTRACTOR certifies in compliance with Idaho Code § 67-2346, the “Anti-Boycott Against Israel Act” (the “Act”), that it is a “company” not currently engaged in, and will not for the duration of this AGREEMENT, engage in a “boycott” of goods or services from the “state of Israel” or “territories under its control” as those terms are defined in the Act.

SECTION 27. WARRANTY OF AUTHORITY TO EXECUTE.

- 27.1 The person(s) executing this AGREEMENT on behalf of ACHD represent(s) and warrant(s) due authorization to do so on behalf of ACHD in accordance with the applicable signing authorities under ACHD Code Section 4007.3., and that upon execution of this AGREEMENT on behalf of ACHD, the same is binding upon, and shall ensure to the benefit of, ACHD. Any Agreement signed by an ACHD representative exceeding his/her authorized limit shall be null and void.
- 27.2 The person(s) executing this AGREEMENT on behalf of CONTRACTOR represent(s) and warrant(s) due authorization to do so on behalf of CONTRACTOR, and that, upon execution of this AGREEMENT on behalf of CONTRACTOR, the same is binding upon and shall enure to the benefit of CONTRACTOR.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT, the day, month and year first above-written.

CONTRACTOR

By: _____
Thomas C. Riener, Vice President

ADA COUNTY HIGHWAY DISTRICT

By: _____
Kent Goldthorpe, Commission President

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

CONTRACTOR

STATE OF _____)
) ss.
County of _____)

On this ___ day of _____, 2021, before me, _____, a Notary Public in and for the State of _____, personally appeared _____, known or identified to me to be the _____ of the CONTRACTOR that executed the instrument or the person who executed the instrument on behalf of said CONTRACTOR, and acknowledged to me that such CONTRACTOR executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day month and year in this certificate first above written.

Notary Public for _____
Residing at: _____
My commission expires: _____

ADA COUNTY HIGHWAY DISTRICT:

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2021, before me, Stacey Spencer, a Notary Public in and for the State of Idaho, personally appeared Kent Goldthorpe, known or identified to me to be the Commission President of the Ada County Highway District that executed the said instrument, and acknowledged to me that such Highway District executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

EXHIBIT "A"

Scope of Work

GENERAL SPECIAL PROVISIONS:

1. The Ada County Highway District (ACHD) is providing, at no cost to the Contractor, a material source. The source is located one mile west of Pleasant Valley Road on Ten Mile Creek Road. The exact location is shown on the vicinity map included herein.
2. The intent of this Agreement is to secure chip seal aggregate material for the 2023 chip seal season. Therefore, ACHD is requiring complete production and delivery of all products by September 30, 2022.
3. The stockpile site for the chip seal aggregate will be at one of or a combination of the following locations:
 - a. The ACHD source location.
 - b. An alternate location within Ada County is acceptable if a complete list of terms and conditions inherent with gravel storage at the site is included with the Bid. ACHD will not accept an alternate crushing or stockpiling site without an agreement from the property owner that allows three (3) years to completely remove all the stockpiled gravel that is crushed for ACHD.
4. The Contractor is required to prepare the source and stockpile site locations. The cost to complete this work shall be incidental to the total cost of the project and no additional payment will be made. The Contractor is required to provide material within the identified stockpile sites at the direction of ACHD. A site survey of stockpile locations must be completed by ACHD prior to any material being produced to get baseline floor elevations for each stockpile. ACHD will then survey each stockpile at the end of the crushing operation of each stockpile to verify quantities. No material shall be hauled out of that stockpile until said survey is completed and quantities verified.
5. The Contractor shall provide for weighing of all material produced and accepted. Weighing shall be by use of belt scales, platform scales, or public scales. The scales shall have been certified within the last two (2) months as to accuracy of within one percent (1%) at any weight. The scales shall comply with all State laws and the Contractor shall, at his expense, have the scales checked as often as the Project Manager may deem necessary to ensure accuracy. Records of scale certifications and scale checks shall be made available to ACHD upon request.
6. The Contractor is required to excavate the pit in a manner to leave all slopes at a 2 (horizontal): 1 (vertical) ratio. See attached Schmidt Pit aerial photograph.
7. ACHD will pay source royalties for material crushed in the Schmidt Pit. **The Contractor shall be responsible for source royalties in an alternate pit.**
8. ACHD reserves the right to increase or decrease any or all of the quantities on this project as dictated by budgetary constraints with no change in unit prices.
9. For other information pertaining to the material source and the general excavation limits within the material source, the Contractor is directed to contact Heather Friddle, Maintenance Superintendent, at 208-387-1542 or 208-509-2031.
10. In the ACHD source, the Contractor may claim rejects produced during this crushing operation provided those materials are removed from ACHD property by the completion date of this Agreement. After the completion date, all rejects and by-products shall remain the property of ACHD. The cost of producing and handling these rejects and by-products will be incidental to the production of the chip

seal aggregate. All reject material must be hauled to the final location. See attached Schmidt Pit aerial photograph.

11. The 1/4-inch and 3/8-inch aggregate produced under this Agreement shall be stockpiled by stacking conveyors to reduce the footprint of the stockpile area. Hauling from the scales to the stockpiling location is acceptable. It is not acceptable to construct a haul ramp and drive material handling equipment on finished aggregate product.

12. Type and frequency of material testing by Contractor:

- a. The Contractor shall maintain records of all testing on site and submit all results daily to Jessica Towell by email at jtowell@achdidhao.org or fax at 208-387-6289.
- b. Testing samples shall be taken from the conveyor belt and random areas of the stockpile.
 - (1) Fractured Faces: One (1) test per 1000 tons with a minimum of two (2) tests per day*.
 - (2) Gradations: One (1) test per 1000 tons with a minimum of two (2) tests per day*.
 - (3) Cleanliness Value: One (1) test per 1000 tons.
 - (4) Percent Wear (Los Angeles Abrasion Test – AASHTO T-96): One (1) test for source acceptance.
 - (5) Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate (AASHTO T-104): One (1) test for source acceptance.

* Where the day's production is less than 1000 tons, the minimum testing requirement will be one (1) test.

13. ACHD reserves the right to perform Quality Assurance (QA) testing at random times and at whatever frequency ACHD chooses. Although the contractor may perform their Quality Control (QC) testing from either the belt or the stockpile, ACHD's QA testing will come solely from the stockpile. Material acceptance will be based upon ACHD's QA testing of blended samples from within the stockpile.

14. Safety:

The Contractor shall be solely and completely responsible for safety conditions at the job site, including safety of all persons (including employees) and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

Safety provisions shall conform to U.S. Department of Labor, Occupational Safety and Health Act (OSHA), Mine Safety and Health Administrations (MSHA), and all other applicable federal, state, county and local laws, ordinances, codes, those requirements set forth below and any regulations that may be detailed in other parts of these Contract Documents. When any of these requirements are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with all safety requirements shall not relieve him from compliance with the obligations and penalties set forth herein.

The Contractor shall develop and maintain for the duration of the Work, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the Resident Engineer to conduct construction reviews of the Contractor's work is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

The Contractor, as part of his safety program, shall maintain at the job site, safety equipment applicable to the work prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

Contractor shall designate a qualified and experienced safety representative at the Work site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

If death, serious injuries or damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner. In addition, the Contractor must promptly report in writing to the Owner all accidents whatsoever arising out of or in connection with the performance of the Work (whether on or adjacent to the site) giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor, or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Owner, giving full details of the claim.

15. Material Specifications:

a. SP-02023 – ¼-INCH CHIPSEAL AGGREGATE:

- (1) Chip seal aggregate material shall meet the applicable requirements of Section 802 and 808 of the 2017 Idaho Standards for Public Works Construction (ISPWC).
- (2) The material for this item shall be screenings of crushed stone or crushed aggregate. Material shall consist of clean, durable fragments free from an excess of flat, elongated, soft or disintegrated pieces, clay balls, or other objectionable material.
- (3) Produced chips shall have a clean, crisp appearance, and be free from adherent films of clay or rock dust. If chips do not meet a cleanliness value of 86, as per Idaho Transportation Department T-72-95, they shall be washed thoroughly. If the chips require washing, it will be considered as incidental to this item and no additional compensation will be allowed. The ACHD source site is equipped with a well that is available for the Contractor to utilize. The well produces an average flow of 3500 gallons /hour; however, ACHD does not guarantee this rate.
- (4) Chips shall be manufactured by crushing and screening the material that has first been screened in such a manner that not less than 95% of the material for crushing, when tested by laboratory methods, is retained on a sieve having 1/2-inch square openings.
- (5) Aggregate material shall be tested for soundness in accordance with American Association of State Highway Transportation Officials (AASHTO) T-104. The number of cycles shall be five (5); the solution shall be sodium sulfate; and the maximum loss shall not exceed twelve percent (12%).
- (6) The filler or coarse aggregate, or a composite mixture thereof, shall show no detrimental amount of stripping when tested in accordance with AASHTO T-165. The minimum retained strength between the dry and wet samples shall be 75%. The minimum dry strength shall be not less than 195-pounds per square inch.
- (7) The crushing shall result in a product such that at least 70% of the material retained on a Number 4 mesh sieve will have at least two (2) fractured faces, as determined by AASHTO TP-61.

- (8) When tested by AASHTO Methods T-11 and T-27, in conjunction with water wash, chips shall meet the grading requirements established in the following table.

Sieve Designation	Percent of Weight Passing Sieves
3/8-inch Sieve (9.5 mm)	100%
1/4-inch Sieve (6.3 mm)	85 - 100%
Number 4 Sieve (4.75 mm)	30 - 60%
Number 8 Sieve (2.36 mm)	0 - 5%
Number 200 Sieve (0.075 mm)	0 - 2%

- (9) Non-Compliance with any of the above specifications will result in rejection of the chips produced during the entire day the chips are in non-compliance. If the chips that are in non-compliance are combined with chips that have been produced on previous days, the entire pile containing the non-compliant chips shall be considered contaminated and therefore rejected.

b. SP-02022 - 3/8-INCH CHIPSEAL AGGREGATE

- (1) Chip seal aggregate material shall meet the applicable requirements of Section 802 and 808 of the 2017 Idaho Standards for Public Works Construction (ISPMC).
- (2) The material for this item shall be screenings of crushed stone or crushed aggregate. Material shall consist of clean, durable fragments free from an excess of flat, elongated, soft or disintegrated pieces, clay balls or other objectionable material.
- (3) Produced chips shall have a clean, crisp appearance, and be free from adherent films of clay or rock dust. If chips do not meet a cleanliness value of 86, as per Idaho Transportation Department T-72-95, they shall be washed thoroughly. If the chips require washing, it will be considered as incidental to this item and no additional compensation will be allowed. The ACHD source site is equipped with a well that is available for the Contractor to utilize. The well produces an average flow of 3500 gallons /hour; however, ACHD does not guarantee this rate.
- (4) The material shall not exceed wear of more than 40%, at 500 revolutions, as determined by AASHTO T-96 (Los Angeles Abrasion Test). The abrasion test shall be run using a 5,000-gram sample charge of material between the 3/8-inch and Number 4 sieves with an abrasive charge of 8-balls.
- (5) Chips shall be manufactured by crushing and screening material that has first been screened in such a manner that not less than 95% of the material for crushing, when tested by laboratory methods, is retained on a sieve having 3/4-inch square openings.
- (6) Aggregate material shall be tested for soundness in accordance with AASHTO T-104. The number of cycles shall be five (5); the solution shall be sodium sulfate; and the maximum loss shall not exceed twelve percent (12%).
- (7) The filler or coarse aggregate, or a composite mixture thereof, shall show no detrimental amount of stripping when tested in accordance with AASHTO T-165. The minimum retained strength between the dry and wet samples shall be 75%. The minimum dry strength shall be not less than 195-pounds per square inch.
- (8) For all gradings, that portion of the aggregate passing a No. 40 sieve, shall have a

liquid limit of not more than 25 and a plasticity index of not more than 6, as determined by AASHTO T-89 and T-90.

- (9) The crushing shall result in a product such that at least 70% of the material retained on a No. 4 mesh sieve will have at least two fractured faces, as determined by AASHTO TP-61.
- (10) When tested by AASHTO Methods T-11 and T-27, in conjunction with water wash, chips shall meet the grading requirements established in the following table.

Sieve Designation		Percent of Weight Passing Sieves
1/2-inch Sieve	(12.5 mm)	100%
3/8-inch Sieve	(9.5 mm)	95 - 100%
No. 4 Sieve	(4.75 mm)	0 - 5%
No. 8 Sieve	(2.36 mm)	0 - 3%
No. 200 Sieve	(0.075 mm)	0 - 2%

- (11) Non-Compliance with any of the above specifications will result in rejection of the chips produced during the entire day the chips are in non-compliance. If the chips that are in non-compliance are combined with chips that have been produced on previous days the entire pile containing the non-compliant chips shall be considered contaminated and therefore rejected.

c. 202.4.1.B.1 EXCAVATION FOR STOCKPILING PIT RUN

- (1) Excavation shall meet the applicable requirements of Section 202 of the 2017 Idaho Standards for Public Works Construction (ISPWC).
- (2) The material for this item shall be the pit run from the excavation of a particular area of gravel pit. By the ton measured by weight tickets from certified scales submitted to and approved by the Engineer. Includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.

d. 2010.4.1.A.1 MOBILIZATION:

- (1) Mobilization shall be a lump sum payment.
- (2) If the amount for Mobilization exceeds ten percent (10%) of the total Agreement amount, this item will be paid as follows:
 - a. No more than ten percent (10%) of the total Agreement will be paid on the first pay estimate for Mobilization;
 - b. The remainder of the Agreement for Mobilization will be paid on the final pay estimate. In no case shall Mobilization exceed fifteen percent (15%) of the total of the Agreement amount.

e. FUEL PRICE ADJUSTMENT:

- (1) Description. Fuel Price Adjustments (FPA) will be applied to partial and final payments for Agreement items categorized in Paragraph (2) below, as a payment to the Contractor or a credit to ACHD. Work performed by the Contractor at its own expense will not be eligible for FPA.
- (2) Categories of Bid Items. The following Fuel Usage Rates (FUR) for the applicable items will be used to determine FPA:

Item Description Categories	Fuel Usage Rate English Gallon/Unit
Crushed aggregate produced as specified. (Rejects and by-products do not qualify for adjustment)	1.1 per Ton

- (3) Fuel Index. A Current Fuel Index (CFI) is established by ACHD for each month. The following web page will be used to determine the CFI values:

https://apps.itd.idaho.gov/Apps/contractors/index/fuel_index.pdf

As found at this website, the CFI will be the price of Number Two (No. 2) Diesel Fuel, Low Sulfur Clear, as reported in the Idaho Transportation Department (ITD) Fuel Index for Boise, Idaho. The ITD Fuel Index posting dates are the first Monday of the month. The Base Fuel Index (BFI) will be the ACHD CFI for the month the Agreement was awarded.

- (4) Computing the FPA. If the ratio of CFI/BFI falls between 0.80 and 1.20 inclusive, no FPA will be made for that pay estimate. If the ratio is less than 0.80, a credit to ACHD will be computed. If the ratio is greater than 1.20, additional payment to the Contractor will be computed. Credits and payments are computed as follows:

- a. The quantity of work done for each pay estimate for the Agreement items identified in Paragraph (3) above are identified in the pay estimate.
- b. The gallons of fuel used for that pay estimate are computed for each of the Agreement items identified in Paragraph (2) above by applying the unit fuel usage factors categorized in Paragraph (2) above to the quantity of work performed.
- c. The total gallons (Q) of fuel used for that pay estimate will be summed for the applicable contract items, as determined in Paragraph (2) above.
- d. The FPA credit or payment is computed from the following formulas:

Contractor Payment: $FPA = ((CFI/BFI) - 1.20) \times Q \times BFI$

District Credit: $FPA = ((CFI/BFI) - 0.80) \times Q \times BFI$

Where: FPA = Fuel Price Adjustment

CFI = Current Fuel Index

BFI = Base Fuel Index

Q = Total gallons of fuel used for the pay estimate

- (5) Basis of Payment. An FPA payment to the Contractor will be made as a dollar amount for each pay estimate. An FPA credit to ACHD will be deducted as a dollar amount for each pay estimate from any sums due to the Contractor.

- (6) Final FPA. Upon completion of the work under the Agreement, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated from the CFI for all the pay estimates that the FPA was applied, is used in accordance with the procedure set forth in Paragraph (4) above. A final FPA will be made on the final estimate.

16. A Storm Water Pollution Prevention Plan (SWPPP) is required for crushing activity at the Schmidt Pit site.

17. Excavating the Existing Source Material. The intent is to work the source easterly and southerly down to the existing pit floor depth. Minor use of the existing slope to the northeast

of this area is allowed.

18. ACHD has not conducted any sampling of gradations of the existing pit floor material.
19. ACHD will withhold five percent (5%) retainage on all monthly pay applications until the Work is complete. The retainage will be released on the final application for payment.
20. Liquidated damages for this contract shall be \$500.00 per calendar day.

EXHIBIT "B"

Work Schedule

CONTRACTOR and ACHD herein agree that the Scope of Work as set forth in the foregoing section is required to be completed by September 30, 2022.

EXHIBIT "C"

Payment Schedule

ACHD agrees to pay CONTRACTOR an amount not to exceed One Million, Five Hundred Seventy-Four Thousand, Nine Hundred Fifty-Five United States Dollars and Zero Cents (\$1,574,955.00).

See attached Bid Schedule.



Kent Goldthorpe, President
Dave McKinney, Vice President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

Maintenance

28 Oct 2021

STAFF REPORT

TO: ACHD Commission
FROM: Erin Chesnut - Fleet Coordinator - echesnut@achdidaho.org
SUBJECT: FY2022 Vehicle Customization Services Piggyback Agreement MD-1709
MEETING: Commission Meeting - 10 Nov 2021

FACTS & FINDINGS:

Idaho Code Section 67-2803(1) allows ACHD to make a piggyback procurement when the procurement duplicates the price and substance of a contract for like goods or services that was competitively bid by the state of Idaho or one of its political subdivisions.

In September 2021, Emergency Responder Services, Incorporated, offered ACHD the opportunity to piggyback off the FY21 Vehicle Customization MD-1651 contract which was competitively bid by ACHD under to a request for proposals process, as authorized in Idaho Code Section 67-2806A. This contract is a piggyback off of a competitive solicitation process as required by 67-2803(1) and offers ACHD with the equipment and options that best suit the needs of the District over similar services currently advertised on the market.

Vendor	Cost Per Hour	Parts Markup
Emergency Responders Services	\$78.00	15%

The proposed Services Agreement and staff report were reviewed by ACHD Legal Staff and approved to go before the Commission.

FISCAL IMPLICATIONS:

Maintenance has budgeted sufficient funds in the FY2022 budget in the 00670.4350.03 account. The estimated annual agreement amount is expected to be \$45,000.00.

RECOMMENDATIONS:

Staff recommends the ACHD Commission approve the Purchase Agreement solicited under a formal procurement for the FY2021 Vehicle Customization Services Agreement with ERS in the amount not to exceed \$45,000.00.

ATTACHMENT(S):

[2022 Vehicle Customization Services MD-1709](#)
[FY 2022 Vehicle Customization Services Staff Memo MD-1709 \(002\)](#)



SERVICES AGREEMENT

--

2022 Vehicle Customization Services - Piggyback

MD-1709

This AGREEMENT for 2022 Vehicle Customization Services (hereinafter "AGREEMENT") is made and entered into this ___ day of October 2021, by and between ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (hereinafter "ACHD"), and Emergency Responder Services, Inc., (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, ACHD is a single countywide highway district located in Ada County, Idaho, and is responsible for all secondary county and city highways within Ada County; and

WHEREAS, ACHD has all powers necessary and incidental to the statutory powers granted to it under title 40, Idaho Code; and

WHEREAS, ACHD requires Vehicle Customization Services; and

WHEREAS, CONTRACTOR offers services required in Vehicle Customization Services (hereinafter "SERVICES"); and

WHEREAS, ACHD seeks to engage CONTRACTOR to provide assistance in as well as perform other activities as may be desired by ACHD relevant to this AGREEMENT; and

WHEREAS, this AGREEMENT and the SERVICES provided by CONTRACTOR have been contracted under contract number MD-1651 2021 Vehicle Customization Services and the CONTRACTOR has agreed to match the Scope of Work and pricing for the 2022 Vehicle Customization Services as authorized under Idaho Code 67-2803 (1); and

WHEREAS, ACHD seeks to engage CONTRACTOR to provide such SERVICES; and

WHEREAS, CONTRACTOR is willing to work for ACHD in the provision of SERVICES;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereof, the services to be rendered hereunder, and the payments to be made hereunder, the parties agree as follows:

AGREEMENT

SECTION 1. SCOPE OF WORK.

- 1.1 CONTRACTOR agrees to perform the Scope of Work for this AGREEMENT, Vehicle Customization Services. The Scope of Work is more particularly described in Exhibit "A", attached hereto.
- 1.2 CONTRACTOR will perform any additional work as desired by ACHD by means of a written Change Order signed by a person authorized by ACHD to execute such Change Order in accordance with ACHD policy. Such prior written authorization by ACHD shall be a condition precedent to any claim of CONTRACTOR for payment.

SECTION 2. TIME FOR COMPLETION and EXTENSIONS.

- 2.1 CONTRACTOR and ACHD herein agree that the Scope of Work as set forth in the foregoing section is required to start October 1, 2021 and be completed by September 30, 2022. The Work Schedule is more particularly described in Exhibit "B", attached hereto.
- 2.2 ACHD will grant extensions for the following reasons: delays in major portions of the work caused by excessive time required to process submittal by ACHD, other delays caused by ACHD, or additional work requested by ACHD.
- 2.3 CONTRACTOR shall not be liable or deemed to be in default for any Force Majeure delay in performance under this AGREEMENT occasioned by unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of God, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases CONTRACTOR shall notify ACHD promptly in writing of any cause for delay, and ACHD concurs that the delay was beyond the control and without the fault or negligence of CONTRACTOR. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. CONTRACTOR finances shall not constitute a Force Majeure.

SECTION 3. PAYMENT FOR SERVICES.

- 3.1 In consideration for the Scope of Work described in Section 1.1, ACHD agrees to pay CONTRACTOR an amount not to exceed Forty-Five Thousand U.S. Dollars (\$45,000.00). The Payment Schedule is more particularly described in Exhibit "C", attached hereto.
- 3.2 CONTRACTOR shall submit invoices to ACHD via e-mail at invoices@achdidaho.org in accordance with Exhibit "C", Payment Schedule. Invoices shall detail dates of work, types of work performed, labor classifications that performed the work, and the length of time such work was performed. ACHD will pay each invoice net 30 days.
- 3.3 ACHD will pay CONTRACTOR for any additional work performed as agreed to by the parties in a written Change Order signed by a person authorized by ACHD pursuant to Section 1.2.
- 3.4 CONTRACTOR shall provide ACHD with IRS Form W-9 with appropriate Tax Identification Number or Social Security Number. If ACHD Accounting Division determines CONTRACTOR has a current W-9 on file, this requirement may be waived.
- 3.5 Upon completion of its work under the AGREEMENT, acceptance by CONTRACTOR of final payment or of any final payment due upon any earlier termination of this AGREEMENT shall constitute a full and complete release of ACHD from any claims, demands, and causes of action of any nature whatsoever that CONTRACTOR may have against ACHD in connection with this AGREEMENT. The making of partial payments or of any such final payment by ACHD to CONTRACTOR shall not constitute an acceptance of the services and/or work product of CONTRACTOR or a release of CONTRACTOR from any claims, demands, or causes of action that ACHD may, now or at any time, hereafter, have against CONTRACTOR.

SECTION 4. AMENDMENT OF AGREEMENT. This AGREEMENT may be amended as agreed to by the parties in a written Change Order signed by a person authorized by ACHD pursuant to Section 1.2. If such amendment includes additional work, ACHD will pay CONTRACTOR for any additional work performed.

SECTION 5. TAX ON MONIES. CONTRACTOR shall be responsible for all Federal and Idaho state tax considerations arising out the payment of the monies paid herein.

SECTION 6. INDEPENDENT CONTRACTOR. CONTRACTOR is an independent contractor and is not an employee of ACHD. CONTRACTOR acknowledges that ACHD does not have control over the time, manner, and/or method of how CONTRACTOR completes the Scope of Work required under the

AGREEMENT. CONTRACTOR shall supply CONTRACTOR items of equipment to complete the Scope of Work required under the AGREEMENT.

SECTION 7. NOT AN EMPLOYMENT CONTRACT. CONTRACTOR acknowledges that this AGREEMENT is not an employment contract and that ACHD is only engaging CONTRACTOR to complete the Scope of Work described herein.

SECTION 8. ACKNOWLEDGEMENT OF SERVICES. CONTRACTOR represents and covenants to ACHD that its employees, representatives, and or subcontractors are duly licensed and/or registered under applicable Federal law and/or by the State of Idaho, and that CONTRACTOR has the present capacity and is experienced and qualified to perform the Scope of Work for ACHD as specified in this AGREEMENT. CONTRACTOR further represents and covenants to ACHD that the Scope of Work completed under this AGREEMENT require CONTRACTOR to have specialized skill and/or technical training and that CONTRACTOR has the requisite specialized skill and/or, if CONTRACTOR gained CONTRACTOR ability to render said work through class or training, CONTRACTOR has met all requirements in said class and/or training course(s), and, if required, CONTRACTOR is certified under applicable Federal and/or Idaho state laws to perform said work.

SECTION 9. ASSIGNMENT AND THIRD PARTIES.

- 9.1 CONTRACTOR understands and agrees that it may not assign this AGREEMENT or subcontract with respect to any of its rights, benefits, obligations or duties under this AGREEMENT except upon prior written consent and approval of ACHD to such assignment or subcontract. Any attempt by CONTRACTOR to assign or subcontract its rights benefits or obligations hereunder without such prior written consent of ACHD shall, at the sole option of ACHD, automatically terminate this AGREEMENT.
- 9.2 In the event any ACHD-approved subcontract is entered into by CONTRACTOR with a third-party, such action shall not be construed to create any contractual relationship between ACHD and such third-party, and CONTRACTOR shall be and remain responsible to ACHD according to the terms of this AGREEMENT.
- 9.3 It is expressly understood and agreed that enforcement of the terms and conditions of this AGREEMENT, and all rights of action relating to such enforcement, shall be strictly reserved to ACHD and CONTRACTOR, and nothing contained in this AGREEMENT shall give or allow any such claim or right of action by any other or third person under the AGREEMENT. It is the express intention of ACHD and CONTRACTOR that any person other than ACHD or CONTRACTOR receiving services or benefits under this AGREEMENT shall be deemed to be an incidental beneficiary only.

SECTION 10. BEST EFFORTS. CONTRACTOR shall expend CONTRACTOR “best efforts” to discharge CONTRACTOR duties hereunder and in successfully completing the Project, on schedule and within budget, throughout the duration of this AGREEMENT. CONTRACTOR further agrees that all of the work performed and services rendered under this AGREEMENT shall be performed in accordance with the standards of care, skill, and diligence provided by competent contractors who perform work or render services of a similar nature to the work or services described in Section 1.1 of the AGREEMENT and Exhibit “A” attached hereto.

SECTION 11. WORK PRODUCT. ACHD shall own all work product(s) of CONTRACTOR produced under this AGREEMENT. Work product is defined as the deliverables outlined in the “Scope of Work,” which is attached to this AGREEMENT.

SECTION 12. TERM, SUSPENSION, AND TERMINATION.

- 12.1 The term of this AGREEMENT will commence on the date of execution of this AGREEMENT and will continue, unless terminated by either party, with or without cause, which termination shall be effective following ten (10) days written notice. In the event of termination without cause, all services completed to date of delivery of the notice shall be paid.

- 12.2 ACHD may suspend, for the convenience of ACHD and with or without cause, all or any part of the CONTRACTOR performance under this AGREEMENT by written notice to CONTRACTOR signed by ACHD Director or ACHD Board of Commissioners. Upon receipt of such notice and not more than ten (10) working days thereafter, CONTRACTOR shall take all steps and perform all services necessary to: (i) protect and maintain work performed to date during the suspension period; and (ii) permit efficient resumption of services with minimal disruptions and remobilization effort. In the event of such suspension, ACHD shall have the right to extend suspension or performance for a period not to exceed one hundred twenty (120) days, at no additional cost to ACHD. If such suspension exceeds this period, CONTRACTOR shall have the right to terminate this AGREEMENT for convenience upon written notice to ACHD. All services completed to date of delivery of the notice to ACHD shall be paid to CONTRACTOR.
- 12.3 Failure or refusal of CONTRACTOR to perform any material obligation under this AGREEMENT shall constitute default. In addition to any other remedy available to ACHD, in the event of any default, ACHD may provide CONTRACTOR with written notice of de-fault. Such notice shall provide for an effective date of termination that is not less than ten (10) days after the date of such notice. If CONTRACTOR fails to cure such default prior to the date of termination specified in the written notice, this AGREEMENT may be terminated by ACHD. No new performance will be undertaken after the date of receipt of any notice of termination. In the event of such termination, CONTRACTOR will be paid for those services performed in accordance with the requirements of this AGREEMENT up to the effective date of termination. Such termination shall not waive any other legal remedies available to ACHD, including, without limitation, claims for setoff or damages suffered by ACHD to remedy any such default.
- 12.4 ACHD may terminate this AGREEMENT for ACHD convenience and without cause at any time by giving CONTRACTOR not less than ten (10) days written notice of such termination. In the event of such termination, CONTRACTOR shall cease performance under this AGREEMENT on, but not before, the date specified in such written notice of termination (the "effective date"). Upon termination for convenience, CONTRACTOR will be paid for those services performed in accordance with the provisions of this AGREEMENT, up to the effective date of termination. In no event will ACHD be liable for any costs incurred by CONTRACTOR after the effective date of termination. Such non-re-coverable costs include, but are not limited to, anticipated profits under this AGREEMENT, post-termination employee salaries, overhead, bonding and insurance costs, contract administration, and post-termination administrative expenses, or any other costs associated with this AGREEMENT or termination hereof.

SECTION 13. TIME OF THE ESSENCE. ACHD and CONTRACTOR agree that time is of the essence for the performance of this AGREEMENT. No waiver by either party of strict and timely performance of the other shall constitute a waiver of any subsequent breach or default.

Failure to complete the Scope of Work within the time stated in the Agreement, including extensions granted thereto, shall entitle ACHD to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" of \$500.00 for each calendar day of delay in completion of all contract work. Liquidated damage assessments shall be cumulative and concurrent.

SECTION 14. NEGLIGENCE/INDEMNITY. CONTRACTOR agrees to indemnify, defend, release and save and hold harmless ACHD and its respective officers, board, commission, employees, agents and contractors from and against: (1) any and all damages, including but not limited to loss of use, to property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of ACHD), and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theories upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and worker's compensation, in any way resulting from, connected with, or

arising out of, directly or indirectly, the tortuous or negligent actions or omissions of the CONTRACTOR in connection with the operations or performance herewith or its use or occupancy of real or personal property hereunder, including actions or omissions of sub-consultants, and the acts or omissions, of the officers, employees, agents, representatives, invitees, or licensees of the CONTRACTOR; provided however, that CONTRACTOR need not indemnify ACHD or its officers, board members, agents and employees from the damages proximately caused by and apportioned to the negligence of ACHD or its officers, board members, agents and employees. This indemnity clause shall also cover ACHD defense costs in the event ACHD, in its sole discretion, elects to provide its own defense. This defense and indemnification obligation of CONTRACTOR shall survive the expiration or termination of this AGREEMENT.

SECTION 15. WORKMAN COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

- 15.1 CONTRACTOR shall provide and maintain statutory Workers Compensation Insurance, Unemployment Insurance and other insurance required to be maintained under the laws of the State of Idaho. CONTRACTOR shall provide a Certificate of Insurance to ACHD showing that it maintains such insurances.
- 15.2 CONTRACTOR shall acquire and maintain Comprehensive General Liability Insurance and Comprehensive Automobile Insurance each having a minimum limit of \$500,000.00 per claim and \$1,000,000.00 aggregate. CONTRACTOR shall provide Certificates of Insurance to ACHD showing that it maintains such insurances.

SECTION 16. ACHD CONTACT. The ACHD primary contact point for CONTRACTOR shall be Erin Chestnut, Fleet Coordinator, whose telephone number is 208-387-6361.

SECTION 17. NOTICES. Any and all notices required to be given by either of the parties hereto shall be in writing and deemed delivered when either: (i) delivered personally, or (ii) sent by fax to the other party at the fax telephone number set forth; or (iii) deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the other party at the address set forth, or such other fax telephone number or mailing address as may be provided by written notice of such change given to the other in the same manner as above provided.

For ACHD: Erin Chestnut, Fleet Coordinator
Ada County Highway District
3775 Adams Street
Garden City, Idaho, 83714
Facsimile Number: (208) 345-7650
Telephone Number: (208) 387-6361

For CONTRACTOR: Nick Scotto, Sales Representative
Emergency Responder Services, Incorporated
1204 6th Street North
Nampa, Idaho 83687
Facsimile Number: (208) 562-1318
Telephone Number: (208) 362-1741
E-Mail Address: nicks.ersinc@gmail.com

SECTION 18. ATTORNEY FEES. In any suit, action or appeal therefrom to enforce or interpret this AGREEMENT, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney fees.

SECTION 19. DISCRIMINATION PROHIBITED. Notwithstanding the foregoing; in performing this AGREEMENT, CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic information, national origin, age or non-job

related handicap or because of prior military service or current military status, and shall comply with all applicable Federal and state laws and regulations and executive order of governmental agencies relating to civil and human rights.

SECTION 20. GOVERNING LAW AND VENUE. This AGREEMENT shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. The proper venue for any legal action that may arise under this AGREEMENT shall be the Fourth Judicial District of the State of Idaho, in and for the County of Ada.

SECTION 21. ENTIRE AGREEMENT: MODIFICATION. This AGREEMENT constitutes the entire agreement between the parties hereto, and shall supersede all previous proposals, oral or written negotiations, representations, commitments, and all of the communications between the parties. Any modifications must be in writing and executed by both parties.

SECTION 22. NONAPPROPRIATION. If ACHD is precluded from committing to make certain future payments due hereunder, this paragraph will apply. ACHD has appropriated the funds necessary to make all payments when due under the AGREEMENT during ACHD's initial fiscal period during the AGREEMENT term. ACHD agrees that in each succeeding fiscal year during the term of this AGREEMENT, ACHD will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon ACHD under state law. In the event that despite the best efforts of ACHD, ACHD determines that funds for any amounts under this AGREEMENT will not be available or cannot be obtained during any succeeding fiscal period, ACHD may terminate this AGREEMENT prior to the commencement of such succeeding fiscal period by giving written notice to CONTRACTOR of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by ACHD.

SECTION 23. ACHD OFFICIALS, AGENTS, AND EMPLOYEES NOT PERSONALLY LIABLE. It is agreed by the parties that in no event shall any official, officer, agent, or employee of ACHD be held in any way personally responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement or representation made.

SECTION 24. ACKNOWLEDGEMENT OF NON-EMPLOYEMENT. CONTRACTOR certifies, warrants, covenants, and agrees that in compliance with Idaho Code § 40-1309 and ACHD Policy Section 2033.4.4, no Ada County Highway District commissioner, director, employee and/or their family member is or shall be contractually or otherwise interested, directly or indirectly, in this Agreement nor in any business providing services under the Agreement whether as a prime, sub, or independent contractor, or employee thereof. For purposes of this paragraph, a family member is defined as any person related to an Ada County Highway District commissioner, director, employee by blood, adoption, or marriage within the second degree and shall mean a father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, or granddaughter, in full, half, step, or in-law.

SECTION 25. PUBLIC AGENCY CLAUSE. CONTRACTOR agrees that the SERVICES and their prices contained in this AGREEMENT shall be extended to other Public Agencies defined in Idaho Code 67-2327 and in accordance with the provisions of Idaho Code 67-2803(1). ACHD advises that it is the responsibility of the Public Agency to independently contract, issue purchase orders, et al., with the CONTRACTOR and/or comply with any other applicable provisions of Idaho Code governing public contracting.

SECTION 26. CERTIFICATION OF ANTI-BOYCOTT AGAINST ISRAEL. CONTRACTOR certifies in compliance with Idaho Code § 67-2346, the "Anti-Boycott Against Israel Act" (the "Act"), that it is a "company" not currently engaged in, and will not for the duration of this AGREEMENT, engage in a "boycott" of goods or services from the "state of Israel" or "territories under its control" as those terms are defined in the Act.

SECTION 27. WARRANTY OF AUTHORITY TO EXECUTE.

- 27.1 The person(s) executing this AGREEMENT on behalf of ACHD represent(s) and warrant(s) due authorization to do so on behalf of ACHD in accordance with the applicable signing authorities under ACHD Code Section 4007.3., and that upon execution of this AGREEMENT on behalf of ACHD, the same is binding upon, and shall ensure to the benefit of, ACHD. Any Agreement signed by an ACHD representative exceeding his/her authorized limit shall be null and void.
- 27.2 The person(s) executing this AGREEMENT on behalf of CONTRACTOR represent(s) and warrant(s) due authorization to do so on behalf of CONTRACTOR, and that, upon execution of this AGREEMENT on behalf of CONTRACTOR, the same is binding upon and shall enure to the benefit of CONTRACTOR.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT, the day, month and year first above-written.

CONTRACTOR

By: _____
Justin Richards, General Manager

ADA COUNTY HIGHWAY DISTRICT

By: _____
Jennifer Berenger, Maintenance Deputy Director

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

CONTRACTOR

STATE OF _____)
) ss.
County of _____)

On this ___ day of _____, 20___, before me, _____, a Notary Public in and for the State of _____, personally appeared _____, known or identified to me to be the _____ of the CONTRACTOR that executed the instrument or the person who executed the instrument on behalf of said CONTRACTOR, and acknowledged to me that such CONTRACTOR executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day month and year in this certificate first above written.

Notary Public for _____
Residing at: _____
My commission expires: _____

ADA COUNTY HIGHWAY DISTRICT:

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 20___, before me, _____, a Notary Public in and for the State of Idaho, personally appeared Jennifer Berenger, known or identified to me to be the Maintenance Deputy Director of the Ada County Highway District that executed the said instrument, and acknowledged to me that such Highway District executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

EXHIBIT "A"

Scope of Work

BACKGROUND: Ada County Highway District (ACHD) seeks proposals from Contractors to perform upfitting services on ACHD's new and existing inventory vehicles so the ACHD crews can better perform their job tasks.

The Contract will encompass upfitting mostly light and medium duty vehicles, but on occasion there will be some heavy-duty vehicles. In most cases, vehicles being upfit will be new inventory, but there will be some older inventory that needs work completed.

MINIMUM CONTRACTOR QUALIFICATIONS

1. All bidders must have a minimum of five years' experience in upfitting or light duty vehicle maintenance.
2. Bidder shall have a secure facility capable of providing all aspects of vehicle service specified in this document.
3. All work will be performed by qualified service personnel trained in upfitting services or as a mechanic.

SCOPE OF SERVICES

The successful Contractor(s) must be able to perform basic upfitting services and other common repair services on vehicles including, but not limited to, decals, license plates, truck mounted work lights, miscellaneous tool boxes, running boards, shovel racks, in-bed fuel tanks with wiring, laptop stands, headache rack, road temperature sensor, Automatic Vehicle Locating (AVL) devices, in-bed tie downs, and spray-in bed liner. The Contractor must have the ability to transport the vehicles to and from both of ACHD's locations. If possible, ACHD's preference is to have a primary Contractor with the ability to perform all required services. However, work may be sub-contracted. When sub-contractors are used, the Contractor is primarily responsible for performance, including, but not limited to, billing, reporting, scheduling, delivery, and work quality. The Contractor must have the ability to provide required upfitting services listed below:

A. VEHICLE UPFITTING

ACHD is looking for a contractor to upfit vehicles to better and more efficiently serve the needs of the crews. ACHD is also looking for upfitting consistency from vehicle to vehicle so that they are easily used by various crews.

1. A majority of the upfitting services are on new light duty vehicles as described in the attached specifications.
2. Special requested projects will be charged the same labor rate as provided in the specifications. The parts and shop supplies required shall not exceed a markup greater than 30%.

B. ADDITIONAL SUPPLIES

1. ACHD will provide the parts to be added to the vehicle, and the Contractor will provide the labor and any additional needed shop supplies, which the Contractor can include as part of the invoiced charges.
 - a. The Contractor shall provide any additional materials such as shop supplies as described herein.

- b. The Contractor is responsible for proper disposal of any waste that may result in the upfitting process. The Contractor can include an environmental fee of \$20 per vehicle where applicable.

C. TRANSPORT OF VEHICLES

1. The Contractor is responsible for transport (pickup and delivery) of vehicles unless otherwise stated.
2. The Contractor must perform a full visual vehicle inspection and immediately report any physical damage to the vehicle to the ACHD Fleet Coordinator, or the Contractor could be held responsible for repair.
3. Vehicle Storage
When a vehicle is in the Contractor's possession, the vehicle(s) shall be stored in a secure area at the Contractor's site with precautions taken to protect the vehicle(s) from theft and vandalism.

D. CONDITIONS ON REQUIRED SERVICES

1. If the Contractor cannot begin work on a vehicle within five business days, the Contractor must notify ACHD within 24 hours of pick up/drop off. ACHD then has the right to take the vehicle to a different contractor.

E. REPAIR ORDER CONTENT AND PAYMENT

The Contractor shall provide work orders for all services provided containing the following information:

1. Upfitting estimates with anticipated work to be performed, completion time, and cost signed by ACHD Fleet Services within 24 hours of pickup/drop off. A final invoice with the final cost shall be sent to ACHD via email to invoices@achdidaho.org upon completion, and billed to the assigned purchase order.
2. Authorization of all work must be approved and signed off by ACHD Fleet at the time of pick up/drop off.
3. Actual work/cost greater than 15% over the anticipated written estimate described above requires approval by ACHD Fleet Coordinator (or designee) prior to start of work.
4. Final invoices MUST include the following information to proceed with payment:
 - a. Date in, date work completed
 - b. Hours to complete work on the unit
 - c. ACHD's vehicle unit number
 - d. Make, model and year
 - e. Vehicle mileage at time of service/repair
 - f. Pickup location of vehicle
 - g. Easy to read verbiage of work completed
 - h. Subcontracted repair orders containing same information shall be attached to the Contractor invoice
5. The Contractor guarantees and warrants all work for a period of 90 days. The Contractor shall remedy all such defects at his/her own expense within two working days after notification by the ACHD Fleet Coordinator.
6. The Warranty and subcontracted repair orders need to be provided by the Contractor. The charges for subcontract services to ACHD shall be the amount of the subcontractor invoice for services performed or the contract price, whichever is less.

F. HOURS OF OPERATION

In this situation, ACHD operates Monday thru Friday from 8:00am to 4:30pm, excluding major holidays. The Contractor must follow these hours unless otherwise discussed and must notify ACHD if they will be closed for a period longer than three consecutive days outside of those extended holiday breaks.

G. QUARTERLY REPORTS OF REPAIRS/MAINTENANCE

At the end of each quarter, within 30 calendar days, the Contractor shall submit a quarterly report listing all upfitting performed on each vehicle. The report shall contain, at a minimum, the following information for each service provided and must be e-mailed to the ACHD Fleet Coordinator as well as the ACHD Fleet Admin.

1. Date
2. ACHD Unit #/VIN
3. Contractor's Invoice number
4. Contractor's labor hours for that Unit
5. Total Amount charged to that unit

See attached Specification Matrix and proposal documents.

We currently have 2 office's – Portland Oregon, Nampa Idaho (Corporate) , At all of our facilities, we offer full service capabilities for any of the emergency responder lighting or audible warning products. ERS has not found one yet we could not figure out or get serviced under warranty by the manufacture. Including, but not limited, to full installation services and even to the extent of custom fabrications for any and all County Highway groups, Public Works as well as our Law enforcement and Fire customers. ERS was established in 2005.

Scott Holloway Owner/Tech – Aside from all the regular duties an Owner Operator does in the daily operation of ERS, Scott continues to be innovative with all the products and is continually looking for better ways to serve the industry. In 2009 Scott and his family fell in love with the Treasure Valley and decided to make this their home. With Scott's back ground training of the electronic, automotive and first responder industries it became a natural fit that he would end up in the Emergency Responders products and installation industry. In addition, Scott is also certified with multiple manufactures, Ex Federal Signal, Whelen, D & R Electronics, Code 3, ECCO and Sound Off Signal + multiple other manufactures – Scott's combined experience 20+ years. In addition to the above Scott also owns and is the major developer of one of our Power Distribution Products "Power Guardian". This is a power distribution device with a 200 Amp Relay, Time and Voltage Sense – Circuit for each function with labeled wire on what the circuit is – Home runs only no splice. Power Guardian is about to become an Idaho Resident.

Kody Ward – Tech ----- Kody started with ERS in 2016. Coming from a background of wiring electronics items and install – Kody has worked with Boise Mobile Equipment (Law Enforcement builds) – Gem State Communications (did the installs for the Idaho State Patrol Vehicles) – Kody is currently working on his certification with MECP – we look forward to his completion and certification. Certified with multiple manufactures (Federal Signal, Whelen, D & R Electronics, Code 3, Panasonic Arbitrator + multiple other manufactures) – Kody's combined experience of 7+ years. He currently holds an Emergency Vehicle Technician certification gained through EVTCC.

Zach Stephens – Tech ----- Zach joined ERS in early 2018. From a back ground of the Automotive Industry. Zach has worked in the Treasure Valley operating as a Heavy Line Mechanic – Zach hold ASE certifications in Brakes and Suspension. Zach combined experience of 11+ Years. He currently holds an Emergency Vehicle Technician certification gained through EVTCC.

Christian Darosa – Tech----- Christian came to ERS in the Summer of 2018. Coming from an extensive automotive background with specialty in electrical Systems, OEM integration and aftermarket components. Christian has worked for Boise Mobile Equipment where he perfected His skills in custom fabrication of electrical system harnesses, installing and wiring of aftermarket components. He currently Holds an Emergency Vehicle Technician certification gained through EVTCC.

Richard Wagner – Tech----- Richard recently joined the ERS crew in early 2020. He brings with him the skills of Mobile electronics installation and level Window Tinting. Richard's background also includes administrative activities, scheduling and extensive electronic component installation experience. Richard is currently working on obtaining Emergency Vehicle Technician certification.

Justin Richards – Nampa Office Mgr. – Since Ed Flagan retired in March of 2020 Justin has taken over the day to day operations and brings his Extensive knowledge of parts and estimating. Justin has worked side by side with Ed since 2018 when he joined the ERS family. Justin is a Boise native.

We also maintain at least one trainee at each of our locations as our business continues to expand. We are positioning ourselves for future projects on the horizon. We look forward to a continued relationship with ADA County Highway District and stand ready to serve in what capacity may be requested.

Best Regards

ERS, Emergency Responder Services, Inc.
Nick Scotto
1204 6th Street N
Nampa, ID 83687



Emergency Responder Services, Inc.™

1204 6th St North
Nampa, Id 83687
Office---208-362-1741
Fax-----208-562-1318

9-21-2020

ADA County Highway District
3730 Adams Street
Garden City, ID 83714

Ref: ACHD Request for Upfitting Services –Approach to Project

Erin Chesnut
Fleet Coordinator

Focusing on the ACHD Fleet Project 2021, ERS, Emergency Responder Services continues to maintain its support for the ACHD Fleet Project. ERS will maintain a close relationship with the Fleet Coordinator to understand the choices that will be made for the 2021 Vehicles and beyond. With that established, we shift gears and the equipment selection coordination begins with the Fleet Coordinator and understood a number of the pieces of the puzzle that are already predetermined (ACHD supplied and ERS supplied) and will continue for the 2021 builds. Including the same types of vehicles that may be slated for different operations (Road, Admin, Supervisor). This directly defines the selected equipment that will be slated for each vehicle, though they may be the same vehicle. Again, all directly coordinated through Fleet Coordinator Erin Chesnut.

In this case with ACHD supplying all of the major items and ERS would be supplying those miscellaneous install items

As ERS has the ability to store 30+ vehicles, we will coordinate their location to our location based on the Fleet Coordinators request which vehicles are to be done first. Taking those in that order and continuing on through the balance of vehicles until completion, each vehicle will also go through a short inspection sheet by ERS to confirm the vehicles status at that time (the intent here is to note any pre-noted damage or

blemishes existing). Each vehicle build will last approximately 7-10 days per unit. Fleet Services relies on Boise City Communications Office to sign off (inspection of functionality) each car as it is ready for delivery. Then they are delivered or picked up by Fleet Services.

ERS is looking forward to again working with ACHD Fleet Services for the 2021 Budget Year. Thank you very much for the opportunity to be of service.

Best Regards,

John Scott Holloway
President



Emergency Responder Services, Inc.™

1204 6th St North
Nampa, ID 83687
Office - 208-362-1741
Fax ---- 208-562-1318

9-21-2020

ADA County Highway District
3775 Adams St.
Garden City, ID 83714

Ref – 2021 Vehicle Customization Services – Non-Discrimination Statements

ACHD,

Emergency Responder Services, Inc. does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

Emergency Responder Services, Inc. is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression.

Emergency Responder Services, is NOT a Disadvantage Business Enterprise and is NOT registered with ACHD.

Nick Scotto

SPECIFICATION MATRIX		
How many employees are on hand to perform the listed duties in the absence of the primary? (20 points available) Highest number receives maximum points. Other bidders will receive a percentage of points based on the percentage difference between their number and the highest number received.	4	
Please indicate the advanced notice (hours) that is required by the Contractor to perform work on ACHD site. (20 points available) Lowest advance notice time receives maximum points. Other bidders will receive a percentage of points based on the percentage difference between their number and the lowest number received.	3 hrs	
SPECIFICATIONS	YES	NO
A. Contractor's employee		
1. Must have a valid driver's license	X	
2. Must be able to transport pickups back and forth from contractor's site to both of ACHD's locations (10 points)	X	
B. Work to be completed by Contractor		
1. Decals	X	
2. License Plates	X	
3. Truck mounted work lights	X	
4. Miscellaneous tool boxes	X	
5. Running boards	X	
6. Shovel racks	X	
7. Fuel tanks in pickup beds a. Install pump and wiring	X	
8. Laptop stands	X	
9. Headache rack	X	
10. Road temperature sensor	X	
11. Automatic Vehicle Locating (AVL) systems a. On heavy duty trucks only	X	
12. Transport vehicles to and from local vendors	X	
C. Timesheet and Invoicing		
1. Timesheets for work completed by contractor must include: a. ACHD unit number, detailed work description and hours worked	X	
2. Timesheet must be signed off weekly by ACHD staff	X	
D. Estimated Time		
1. Estimated time to install the above parts on one light duty pickup; excluding AVL install(hours and minutes) Pictures are attached for an example of previous installations	26 HRS	

EXHIBIT "B"

Work Schedule

CONTRACTOR and ACHD herein agree that the Scope of Work as set forth in the foregoing section is required to be completed by September 30, 2022.

HOURS OF OPERATION

ACHD operates Monday thru Friday from 8:00am to 4:30pm, excluding major holidays Contractor must follow these hours unless otherwise discussed and Contractor must notify ACHD if they will be closed for a period longer than three consecutive days outside of those extended holiday breaks.

ACHD Observed Holidays List	
New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

EXHIBIT "C"

Payment Schedule

- A. CONTRACTOR acknowledges that the payment CONTRACTOR receives under this AGREEMENT was negotiated/competitively procured by CONTRACTOR. In consideration for the Scope of Work described in Section 1.1 and Exhibit "A", ACHD agrees to pay the CONTRACTOR the not-to-exceed amount of Forty-Five Thousand United States Dollars and Zero Cents (\$45,000.00). The Payment Schedule is more particularly described in Section 3, Payment for Services, attached hereto..
- B. CONTRACTOR acknowledges that the payment CONTRACTOR receives under this AGREEMENT will be paid in accordance with the attached Cost Proposal.
- C. Purchase Order numbers are to be shown on all invoices and are to be sent to: Ada County Highway District, Accounting Department, 3775 Adams Street, Garden City, Idaho, 83714, or invoices@achd.idaho.org.
- D. **REPAIR ORDER CONTENT AND PAYMENT**
The Contractor shall provide work orders for all services provided containing the following information:
1. Upfitting estimates with anticipated work to be performed, completion time, and cost signed by ACHD Fleet Services within 24 hours of pickup/drop off. A confirming copy with final cost shall be sent to as described in C above and upon completion and billed to the assigned purchase order.
 2. Authorization of all work must be approved and signed off by ACHD Fleet at time of pick up/drop off.
 3. Actual work/cost greater than 15% over the anticipated estimate described above in the written estimate requires approval prior of work resulting in overages to commence by ACHD Fleet Coordinator or designee.
 4. Final invoices MUST include the following information to proceed with payment:
 - a. Date in, date work completed
 - b. Hours to complete work on the unit
 - c. ACHD's vehicle unit number
 - d. Make, model and year
 - e. Vehicle mileage at time of service/repair
 - f. Pickup location of vehicle
 - g. Easily to read verbiage of work completed
 - h. Subcontracted repair orders containing same information shall be attached to Contractor repair order
 5. The Contractor guarantees and warrants all work for a period of ninety (90) days. The Contractor shall remedy all such defects at his/her own expense within two (2) working days after notification by the ACHD Fleet Coordinator or designee.
 6. The Warranty and subcontracted repair orders need to be provided by the Contractor. The Contractor is the prime contract; however, subcontractors may be used by Contractor. The Contractor assumes responsibility for all work of subcontractors. The charges for such services to ACHD shall be the amount of the subcontractor invoice for services performed or the contract price, whichever is less.

See attached Cost Schedule

ACHD		COST SCHEDULE	
MD-1651	2021 Vehicle Customization Services		
	Description	UNIT	Total Price
HOURLY RATE			
	Hourly Employee Rate	PER HR	\$ 78.00
	Parts Markup		15 %

Any Proposal that contains omissions, erasures or alterations not initialed may be considered unresponsive. The Bidder acknowledges, declares, and represents that they have carefully examined all omissions, erasures, and/or alterations (collectively "modifications") to the Proposal made by the Contractor, and approves of all such modifications and that the individual(s) initialing any such modifications has authorization to do so on behalf of the Contractor.

Respondent Firm: Emergency Responder Services, ERS INC.



Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

October 19, 2021

To: ACHD Commission
Bruce Wong, Director

From: Erin Chesnut, Fleet Coordinator

Subject: **FY2022 Vehicle Customization Piggyback Services Agreement MD-1709**

Agenda Date: November 10, 2021

Facts and Findings:

Idaho Code Section 67-2803(1) allows ACHD to make a piggyback procurement when the procurement duplicates the price and substance of a contract for like goods or services that was competitively bid by the state of Idaho or one of its political subdivisions.

In September 2021, Emergency Responder Services, Incorporated, offered ACHD the opportunity to piggyback off the FY21 Vehicle Customization MD-1651 contract which was competitively bid by ACHD under to a request for proposals process, as authorized in Idaho Code Section 67-2806A. This contract is a piggyback off of a competitive solicitation process as required by 67-2803(1) and offers ACHD with the equipment and options that best suit the needs of the District over similar services currently advertised on the market.

Vendor	Cost Per Hour	Parts Markup
Emergency Responders Services	\$78.00	15%

The proposed Services Agreement and staff report were reviewed by ACHD Legal Staff and approved to go before the Commission.

Fiscal Impacts:

Maintenance has budgeted sufficient funds in the FY2022 budget in the 00670.4350.03 account. The estimated annual agreement amount is expected to be \$45,000.00.

Staff Recommendation:

Staff recommends the ACHD Commission approve the Purchase Agreement solicited under a formal procurement for the FY2021 Vehicle Customization Services Agreement with ERS in the amount not to exceed \$45,000.00.

cc: Jennifer Berenger, Maintenance Deputy Director



Kent Goldthorpe, President
Dave McKinney, Vice President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

Capital Projects

03 Nov 2021

STAFF REPORT

TO:
FROM: Dave Serdar - Right of Way Supervisor - dserdar@achdidaho.org
SUBJECT: Vacation/Exchange - Establish a Public Hearing date of December 8, 2021, to request the acceptance for the Vacation/Exchange. The proposed vacation is being requested by Arroyo Indio Farm, LLC represented by KM Engineering, LLP.
MEETING: Commission Meeting - 10 Nov 2021

ATTACHMENT(S):
[Madrone Village Sub Staff Report](#)
[Madrone Village Sub Notice of Public Hearing](#)



Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

Right of Way

October 15, 2021

TO: ACHD Board of Commissioners & Bruce S. Wong, Director

FROM: Dave Serdar, Right-of-Way Supervisor

SUBJECT: Vacation/Exchange - Establish a Public Hearing date of December 15, 2021, to request the acceptance for the Vacation/Exchange.
Staff Report for **November 10, 2021**, Commission Meeting

Executive Summary

This action is to establish a public hearing date of December 15, 2021, to consider the vacation of a portion of S. Yankee Rock Ave., situated in the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho. The portion of property proposed for this vacation contains 1.455 acres, (63,385 SF), more or less. In Exchange for a portion of the West 1/2 of the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho, the exchange portion contains 1.455 acres, (63,385 SF), more or less, as represented in the exhibit.

Facts & Findings

1. The proposed vacation is being requested by Arroyo Indio Farm, LLC represented by KM Engineering, LLP. The application fee of \$2,500.00 was received, and the value of the property is compensated by the exchange of property. See Exhibit "2" for the vicinity map.
2. The area being proposed for vacation encompasses approximately 1.455 acres, (63,385 SF) more or less. And the proposed exchange area encompasses approximately 1.455 acres, (63,385 SF), more or less.
3. *Idaho Code*, section 50-1306A (6) requires that before a vacation can be authorized, a public hearing must be held, with notice published in accordance with *Idaho Code*, section 40-206, where any person may appear and show cause that the vacation should not be made.

Fiscal Implications

The Applicant has paid the \$2,500.00 application fee. No other fees will be required for this property transaction.

Alternatives

1. Set the Public Hearing date for December 15, 2021.
2. Select a different date for the Public Hearing.

Recommendation

The Commission set the date for the public hearing of a parcel of land being the platted right-of-way of S Yankee Rock Rd, Kuna, ID.

1. Publish in the *Idaho Press Tribune Newspaper* – November 30th, December 1st and December 8th, 2021.
2. Notify property owners within 600 feet – November 11, 2021.
3. Date of Public Hearing – Wednesday, December 15, 2021, at 12:00 p.m., or as soon thereafter as the matter may be heard.

Attachment(s):

1. Site Map
2. Vicinity Map
3. Notice of Public Hearing
4. Urza Annexation & Rezone/ KUNA20-0001/ 19-12-AN

Cc: Right-of-Way File


Attachment "1"



W-Kuna-Rd

S-Yankee-Rock-Ave

Madrone Village Subdivision A portion of S. Yankee Rock Ave and parcel of land 2N 1W Sect. 27, Site Map

 ACHD Right-of-Way Vacation
13,793 SF, 0.317 ac ±

 Parcels

Scale: 1:900

2019 Aerials




Committed to Service
Map is intended as
visual reference only

Attachment #1



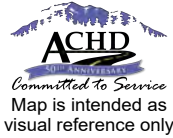
Madrone Village Subdivision
A portion of S. Yankee Rock Ave and parcel of land
2N 1W Sect. 27, Site Map

 ACHD Right-of-Way Vacation
34,160 SF, 0.784 ac ±

 Parcels

Scale: 1:1,800


2019 Aerials



Attachment "1"



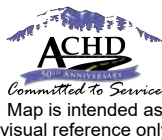
Madrone Village Subdivision A portion of S. Yankee Rock Ave and parcel of land 2N 1W Sect. 27, Site Map

 ACHD Right-of-Way Vacation
15,432 SF, 0.354 ac ±

 Parcels

Scale: 1:900

2019 Aerials



Attachment "2"





Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the Ada County Highway District will hold a public hearing in accordance with the provisions of the Idaho Code, to consider the vacation of:

Vacation/Exchange – This action is to vacate a portion of S. Yankee Rock Ave., situated in the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho. The portion of property proposed for this vacation contains 1.455 acres, (63,385 SF), more or less. In Exchange for a portion of the West 1/2 of the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho, the exchange portion contains 1.455 acres, (63,385 SF), more or less, as represented in the exhibit.

**DESCRIPTION TO BE VACATED TO Arroyo Indio Farm, LLC represented by KM Engineering, LLP.:
(See Exhibit A)**

Subject to retention of public and private utility easements, drainage easements, irrigation easements and/or other easements of record or not of record or in use upon or under said described public right of way and or the provisions for relocation or replacement of existing facilities. Costs associated with relocation or replacement of existing easements and facilities shall be borne by the applicant with approval of the applicable utility of agency.

The public hearing will be held in the Office of the Ada County Highway District, 3775 Adams Street, Garden City, Idaho 83714, on **December 15, 2021**, at 12:00 p.m., or as soon thereafter as the matter may be heard.

Anyone wishing further information concerning this vacation and abandonment should refer to the petition requesting said action, on file in the office of the Ada County Highway District.

ADA COUNTY HIGHWAY DISTRICT

By: _____
Bruce S. Wong, Director

Publication Dates: **November 30th, December 1st, and 8th, 2021**



Project/File: **Urza Annexation & Rezone/ KUNA20-0001/ 19-12-AN**
 This is an annexation and rezone application to allow for the development of 78 acres with an R-6 zoning designation. This site is located at the at the southeast corner of Kuna Road and Yankee Rock Avenue.

Lead Agency: City of Kuna

Site address: 2021 W. Kuna Road

Staff Approval: February 3, 2020

Applicant: DBTV Agricultural Holdings, LLC
 6152 Half Moon Lane
 Eagle, ID 83616

Representative: Stephanie Leonard
 KM Engineering, LLP
 9233 W. State Street

Owner: Marcos & Estefania Urza Estate
 1923 167th Avenue SE
 Seattle, WA 98008



Staff Contact: Dawn Battles
 Phone: 387-6218
 E-mail: dbattles@achdidaho.org

A. Findings of Fact

- Description of Application:** The applicant is requesting approval for the annexation of 78 acres into the City of Kuna with an R-6 zoning designation to accommodate future development.

The applicant's proposal is consistent with the City of Kuna's comprehensive plan which designates this site as medium density residential.

- Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Medium Density Residential	R-6
South	Rural-Urban Transition & Medium Density Residential	RUT & R-6
East	Low Density & Medium Density Residential	R-4 & R-6
West	Agriculture & Rural Residential (Ada County)	A & RR

- Site History:** ACHD has not previously reviewed this site for a development application.

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:
 - Kern River Heights, a 29 single family lot subdivision located southeast of the site was approved by ACHD in September 2019.
 - Madrone Heights, a 206 single family lot subdivision located directly north of the site was approved by ACHD in September 2018.
 - Deserthawk Subdivision No. 4, a 34 single family lot subdivision located southeast of the site was approved by ACHD in July 2017.
5. **Transit:** Transit services are not available to serve this site.
6. **New Center Lane Miles:** The proposed development includes 0 centerline miles of new public road.
7. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.
8. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
There are no roadways, bridges or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP) or the District's Capital Improvement Plan (CIP).

B. Traffic Findings for Consideration

1. **Trip Generation:** Below is a list of land uses and estimated trip generation rates for uses that may be included within the site. Trip generation rates are based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

Land Use	Unit of Measurement	Average Daily Trips	PM Peak Hour Trip Generation
Single Family Detached	Per Dwelling Unit	9.44	1.00
Multifamily Housing, Low Rise (1 to 2 Floors)	Per Dwelling Unit	7.32	0.56
Multifamily Housing Mid-Rise (3 to 10 Floors)	Per Dwelling Unit	5.44	0.44

2. **Condition of Area Roadways**
Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Kuna Road	1,300-feet	Minor Arterial	266	Better than "E"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

3. **Average Daily Traffic Count (VDT)**
Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Kuna Road east of Black Cat Road was 5,030 on April 10, 2019.

C. Findings for Consideration

This application is for annexation and rezone only. Listed below are some of the findings for consideration that the District may identify when it reviews a future development application. The District may add additional findings for consideration when it reviews a specific redevelopment application.

1. Kuna Road

- a. Existing Conditions:** Kuna Road is improved with 2-travel lanes, 24-feet of pavement and no curb, gutter or sidewalk abutting the site. There is 66-feet of right-of-way for Kuna Road (32-feet from centerline).

b. Policy:

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder

adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Kuna Road is designated in the MSM as a Residential Arterial with 2-lanes and on-street bike lanes, a 46-foot street section within 74-feet of right-of-way.

- c. **Staff Comments/Recommendations:** As part of a future development application, the applicant should be required to dedicate additional right-of-way to total 37-feet from centerline of Kuna Road abutting the site. No compensation will be provided for the additional dedicated right-of-way as Kuna Road is not listed as impact fee eligible in the Capital Improvements Plan.

The applicant should be required to improve Kuna Road with a minimum of 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder and borrow ditch abutting the site.

The applicant should be required to construct 5-foot wide concrete sidewalk located a minimum of 30-feet from centerline of Kuna Road abutting the site. Provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any sidewalk placed outside of the dedicated right-of-way.

2. North-South Mid-Mile Collector

- a. **Existing Conditions:** There are no mid-mile collector roadways within the site.

- b. **Policy:**

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed

within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Residential Collector. The new collector roadway should be located at the half mile between Black Cat and Ten Mile Roads in alignment with Beadily Avenue, a new collector roadway located on the north side of Kuna Road and was approved with the Madrone Heights application. The new collector roadway should extend from Kuna Road and continue through the property south to intersect the new collector roadway, Sunbeam Street, located at the south property line. The Residential Collector typology as depicted in the Livable Street Design Guide recommends a 3-lane roadway with bike lanes, a 36-foot street section within 54-feet of right-of-way.

- c. **Staff Comments/Recommendations:** As part of a future development application, the applicant should be required to construct the new north/south collector roadway abutting the site's west property line to meet ACHD District policies listed above.

3. Sunbeam Street

- a. **Existing Conditions:** Sunbeam Street is improved with 2-travel lanes, 24-feet of pavement, a 13-foot wide shoulder and no curb, gutter and sidewalk abutting approximately 332-feet of the site near the southeast property line.

- b. **Policy:**

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Residential Collector. The new collector roadway should extend from the new mid-mile collector abutting the site's west property line and continue through the property along the site's south property line and connect to the existing constructed Sunbeam Street. The Residential Collector typology as depicted in the Livable Street Design Guide recommends a 3-lane roadway with bike lanes, a 36-foot street section within 54-feet of right-of-way.

- c. **Staff Comments/Recommendations:** As part of a future development application consistent with the approval of Desert Hawk Subdivision located southeast of the site, the applicant should be required to match the existing improvements and complete Sunbeam Street as a 36-foot street section with vertical curb, gutter and concrete sidewalk (7-foot wide attached or 5-foot wide detached) abutting approximately 332-feet of the site's south property line.

The applicant should be required to construct the remaining portion of Sunbeam Street along the south property line as ½ of a 36-foot street section with vertical curb, gutter, concrete sidewalk (7-foot wide attached or 5-foot wide detached), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

If the sidewalk is attached, then the right-of-way should extend a minimum of 2-feet behind the back edge of sidewalk.

If the sidewalks are detached, then the right-of-way may extend 2-feet behind the back of curb on the north side of the roadway. Provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any sidewalk placed outside of the dedicated right-of-way.

4. Yankee Rock Avenue

- a. **Existing Conditions:** There is 30-feet of unmaintained right-of-way, abutting the site's east property line.

Yankee Rock Avenue, a dirt road located within the unmaintained right-of-way, intersects Kuna Road at the site's east property line and extends 1,400-feet south.

There are two existing parcels on the east side of Yankee Rock Avenue that only have access to their residence via Yankee Rock Avenue.

- b. **Policy:**

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section

shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Continuation of Streets Policy: District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system.
- Promotes the efficient delivery of services including trash, mail and deliveries.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Half Street Policy: District Policy 7207.2.2 required improvements shall consist of pavement widening to one-half the required width, including curb, gutter and concrete sidewalk (minimum 5-feet), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

Cul-de-sac Streets Policy: District policy 7207.5.8 requires cul-de-sacs to be constructed to provide a minimum turning radius of 45-feet; in rural areas or for temporary cul-de-sacs the emergency service providers may require a greater radius. Landscape and parking islands may be constructed in turnarounds if a minimum 29-foot street section is constructed around the

island. The pavement width shall be sufficient to allow the turning around of a standard AASHTO SU design vehicle without backing. The developer shall provide written approval from the appropriate fire department for this design element.

The District will consider alternatives to the standard cul-de-sac turnaround on a case-by-case basis. This will be based on turning area, drainage, maintenance considerations and the written approval of the agency providing emergency fire service for the area where the development is located.

Speed Control and Traffic Calming Policy: District policy 7207.3.7 states that the design of local street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. The District will also consider texture changes to the roadway surface (i.e. stamped concrete) as a passive design element. These alternative methods may require maintenance and/or license agreement.

- c. **Staff Comments/Recommendations:** As part of a future development application, the applicant should be required to construct Yankee Rock Avenue as $\frac{1}{2}$ of a 36-foot street section with curb, gutter and 5-foot wide concrete sidewalk, plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

If the sidewalk is attached, then the right-of-way should extend a minimum of 2-feet behind the back edge of sidewalk.

If the sidewalks are detached, then the right-of-way may extend from the borrow ditch to 2-feet behind the back of curb on the west side of the roadway. Provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any sidewalk placed outside of the dedicated right-of-way.

The right-of-way for Yankee Rock Avenue is a long and straight; therefore, the applicant should design the roadway to reduce the length or include the use of passive design elements.

Stop signs, speed humps/bumps and valley gutters will not be accepted as traffic calming.

The applicant can apply to Vacate/Exchange a portion of Yankee Rock Avenue by submitting a vacation application to the Right-of-Way Department. The two existing residential parcels would need to retain access to Yankee Rock Avenue and the location of the two existing stub streets would need to remain as ACHD right-of-way for the future extension of the stub streets into the site.

5. Internal Local Streets

- a. **Existing Conditions:** There are no local streets within the site. Bayhorse Street and Caspian Street stub to the site's east property line.

- b. **Policy:**

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Continuation of Streets Policy: District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system.
- Promotes the efficient delivery of services including trash, mail and deliveries.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Cul-de-sac Streets Policy: District policy 7207.5.8 requires cul-de-sacs to be constructed to provide a minimum turning radius of 45-feet; in rural areas or for temporary cul-de-sacs the emergency service providers may require a greater radius. Landscape and parking islands may be constructed in turnarounds if a minimum 29-foot street section is constructed around the island. The pavement width shall be sufficient to allow the turning around of a standard AASHTO SU design vehicle without backing. The developer shall provide written approval from the appropriate fire department for this design element.

The District will consider alternatives to the standard cul-de-sac turnaround on a case-by-case basis. This will be based on turning area, drainage, maintenance considerations and the written approval of the agency providing emergency fire service for the area where the development is located.

Landscape Medians Policy: District policy 7207.5.16 states that landscape medians are permissible where adequate pavement width is provided on each side of the median to accommodate the travel lanes and where the following is provided:

- The median is platted as right-of-way owned by ACHD.
- The width of an island near an intersection is 12-feet maximum for a minimum distance of 150-feet. Beyond the 150-feet, the island may increase to a maximum width of 30-feet.
- At an intersection that is signalized or is to be signalized in the future, the median width shall be reduced to accommodate the necessary turn lane storage and tapers.
- The Developer or Homeowners Association shall apply for a license agreement if landscaping is to be placed within these medians.
- The license agreement shall contain the District's requirements of the developer including, but not limited to, a "hold harmless" clause; requirements for maintenance by the developer; liability insurance requirements; and restrictions.
- Vertical curbs are required around the perimeter of any raised median. Gutters shall slope away from the curb to prevent ponding.

- c. **Staff Comments/Recommendations:** As part of a future development application, the applicant should extend the two stub streets, Bayhorse Street and Caspian Street, into the site to meet ACHD District policies listed above.

The applicant should be required to design and construct the internal local streets to meet ACHD District policies listed above.

6. Roadway Offsets

- a. **Existing Conditions:** There are no roadways internal to the site.

Madrone Avenue approved as part of the Madrone Heights application will be located on the north side of Kuna Road and will intersect Kuna Road approximately 630-feet west of Yankee Rock Road.

- b. **Policy:**
Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

Collector Offset Policy: District policy 7205.4.2 states that the optimum spacing for new signalized collector roadways intersecting minor arterials is one half-mile.

District policy 7206.4.5, states that the preferred spacing for a new local street intersecting a collector roadway to align or offset a minimum of 330-feet from any other street (measured centerline to centerline).

Local Offset Policy: District policy 7207.4.2, requires local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline to centerline).

- c. **Staff Comments/Recommendations:** As part of a future development application, the applicant should construct the roadway intersections to meet ACHD District policies listed above.

The applicant should be required to construct the entrance streets to intersect the new north/south collector, Sunbeam Street or Yankee Rock Avenue. These roadways are the lesser classified streets.

7. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

8. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

9. Other Access

Kuna Road is classified as a minor arterial roadway, direct lot access is prohibited to this roadway due to the lesser classified streets abutting the site's south, east and west property lines. Sunbeam Street and the identified MSM north/south roadway abutting the site's west property line are classified as collector roadways. Other than the access specifically approved with a future development application, direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

This application is for annexation and rezone only. Site specific conditions of approval will be established as part of the future development application.

1. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.

6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments

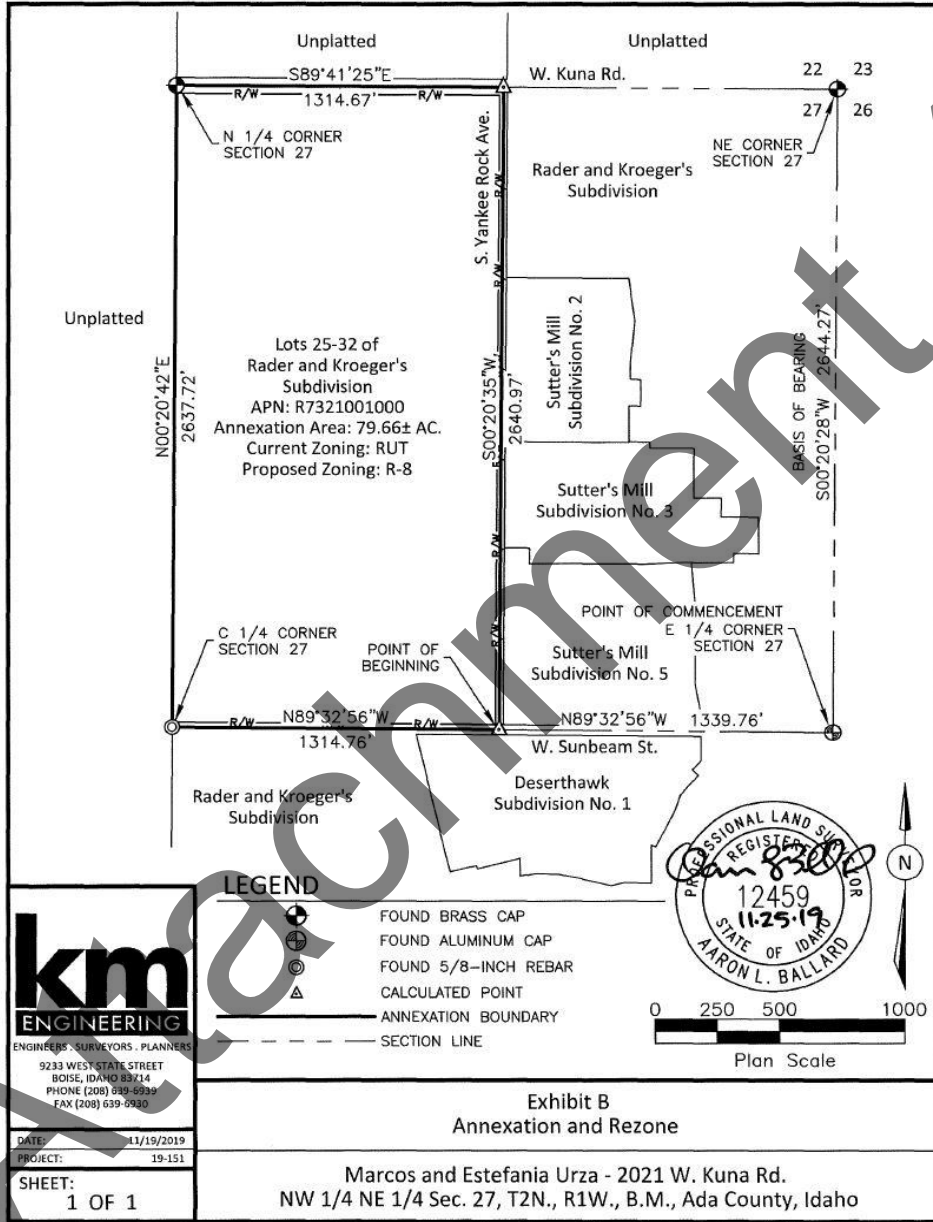
1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Appeal Guidelines

VICINITY MAP



"Attachment"

SITE PLAN



P:\19-151\CAD\SURVEY\19-151-ANNEXTION AND REZONE.DWG, CRAIG DRAFTER, 11/19/2019, DWG TO PDF.PCI, 08.5X11.P [PDF]

km
ENGINEERING
ENGINEERS, SURVEYORS, PLANNERS
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

DATE: 11/19/2019
PROJECT: 19-151
SHEET: 1 OF 1

- LEGEND**
- ⊕ FOUND BRASS CAP
 - ⊕ FOUND ALUMINUM CAP
 - ⊙ FOUND 5/8-INCH REBAR
 - △ CALCULATED POINT
 - ANNEXATION BOUNDARY
 - - - SECTION LINE

PROFESSIONAL LAND SURVEYOR
REGISTERED
12459
11-25-19
STATE OF IDAHO
AARON L. BALLARD

0 250 500 1000
Plan Scale

**Exhibit B
Annexation and Rezone**

Marcos and Estefania Urza - 2021 W. Kuna Rd.
NW 1/4 NE 1/4 Sec. 27, T2N., R1W., B.M., Ada County, Idaho

Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- Submit a development application to a City or to Ada County
- The City or the County will transmit the development application to ACHD
- The ACHD **Planning Review Section** will receive the development application to review
- The **Planning Review Section** will do one of the following:
 - Send a “**No Review**” letter to the applicant stating that there are no site specific conditions of approval at this time.
 - Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- For **ALL** development applications, including those receiving a “**No Review**” letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for **ANY** work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

- Driveway or Property Approach(s)**
 - Submit a “Driveway Approach Request” form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.
- Working in the ACHD Right-of-Way**
 - Four business days prior to starting work have a bonded contractor submit a “Temporary Highway Use Permit Application” to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50’ or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

- Sediment & Erosion Submittal**
 - At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.
- Idaho Power Company**
 - Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.
- Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.



Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the Ada County Highway District will hold a public hearing in accordance with the provisions of the Idaho Code, to consider the vacation of:

Vacation/Exchange – This action is to vacate a portion of S. Yankee Rock Ave., situated in the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho. The portion of property proposed for this vacation contains 1.455 acres, (63,385 SF), more or less. In Exchange for a portion of the West 1/2 of the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho, the exchange portion contains 1.455 acres, (63,385 SF), more or less, as represented in the exhibit.

**DESCRIPTION TO BE VACATED TO Arroyo Indio Farm, LLC represented by KM Engineering, LLP.:
(See Exhibit A)**

Subject to retention of public and private utility easements, drainage easements, irrigation easements and/or other easements of record or not of record or in use upon or under said described public right of way and or the provisions for relocation or replacement of existing facilities. Costs associated with relocation or replacement of existing easements and facilities shall be borne by the applicant with approval of the applicable utility of agency.

The public hearing will be held in the Office of the Ada County Highway District, 3775 Adams Street, Garden City, Idaho 83714, on **December 15, 2021**, at 12:00 p.m., or as soon thereafter as the matter may be heard.

Anyone wishing further information concerning this vacation and abandonment should refer to the petition requesting said action, on file in the office of the Ada County Highway District.

ADA COUNTY HIGHWAY DISTRICT

By: _____
Bruce S. Wong, Director

Publication Dates: **November 30th, December 1st, and 8th, 2021**



August 16, 2021
Project No. 19-151
S. Yankee Rock Ave.
Right-of-Way Vacation
Legal Description

Exhibit A

Parcels of land for a right-of-way vacation being a portion of S. Yankee Rock Ave., situated in the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap marking the North 1/4 corner of said Section 27, which bears N89°41'25"W a distance of 2,654.34 feet from a brass cap marking the Northeast corner of said Section 27, thence following the northerly line of said Northeast 1/4, S89°41'25"E a distance of 1,329.91 feet; Thence leaving said northerly line, S00°18'35"W a distance of 25.00 feet to a 5/8-inch rebar marking the Northwest corner of Lot 2 of Rader and Kroeger's Subdivision (Book 5 of Plats at Page 205, records of Ada County, Idaho) on the easterly right-of-way line of S. Yankee Rock Ave. and being **POINT OF BEGINNING 1.**

Thence following said easterly right-of-way line, S00°20'35"W a distance of 492.82 feet to a point hereinafter referred to as **POINT "A"**;
Thence leaving said easterly right-of-way line, 67.99 feet along the arc of a curve to the left, said curve having a radius of 69.95 feet, a delta angle of 55°41'35", a chord bearing of N27°28'50"W and a chord distance of 65.35 feet to the westerly right-of-way line of said S. Yankee Rock Ave.;
Thence following said westerly right-of-way line, N00°20'35"E a distance of 435.01 feet to the Northerly right-of-way line of said S. Yankee Rock Ave.;
Thence leaving said westerly right-of-way line and following said northerly right-of-way line, S89°41'25"E a distance of 30.50 feet to **POINT OF BEGINNING 1.**

Said parcel contains 13,793 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as **POINT "A"**, thence following the easterly right-of-way line of said S. Yankee Rock Ave., S00°20'35"W a distance of 417.19 feet to the Northwest corner of Lot 12, Block 8 of Sutter's Mill Subdivision No. 2 (Book 85 of Plats at Page 9466, records of Ada County, Idaho) and being **POINT OF BEGINNING 2.**

Thence following said easterly right-of-way line, S00°20'35"W a distance of 1,120.00 feet to the Southwest corner of Lot 25, Block 8 of Sutter's Mill Subdivision No. 5 (Book 95 of Plats at Page 11690, records of Ada County, Idaho) and hereinafter referred to as **POINT "B"**;
Thence leaving said easterly right-of-way line, N89°38'20"W a distance of 30.50 feet to the westerly right-of-way line of said S. Yankee Rock Ave.;
Thence following said westerly right-of-way line, N00°20'35"E a distance of 1,120.00 feet;
Thence leaving said westerly right-of-way line, S89°39'18"E a distance of 30.50 feet to **POINT OF BEGINNING 2.**

Said parcel contains 34,160 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as **POINT "B"**, thence following the easterly right-of-way line of said S. Yankee Rock Ave., $S00^{\circ}20'35''W$ a distance of 50.00 feet to the Northwest corner of Lot 1, Block 11 of Sutter's Mill Subdivision No. 5 (Book 95 of Plats at Page 11690, records of Ada County, Idaho) and being **POINT OF BEGINNING 3**.

Thence following said easterly right-of-way line, $S00^{\circ}20'35''W$ a distance of 506.00 feet to the Southwest corner of Lot 13, Block 11 of said Sutter's Mill Subdivision No. 5;
Thence leaving said easterly right-of-way line, $N89^{\circ}32'56''W$ a distance of 30.50 feet to the westerly right-of-way line of said S. Yankee Rock Ave.;
Thence following said westerly right-of-way line, $N00^{\circ}20'35''E$ a distance of 505.95 feet;
Thence leaving said westerly right-of-way line, $S89^{\circ}38'20''E$ a distance of 30.50 feet to **POINT OF BEGINNING 3**.

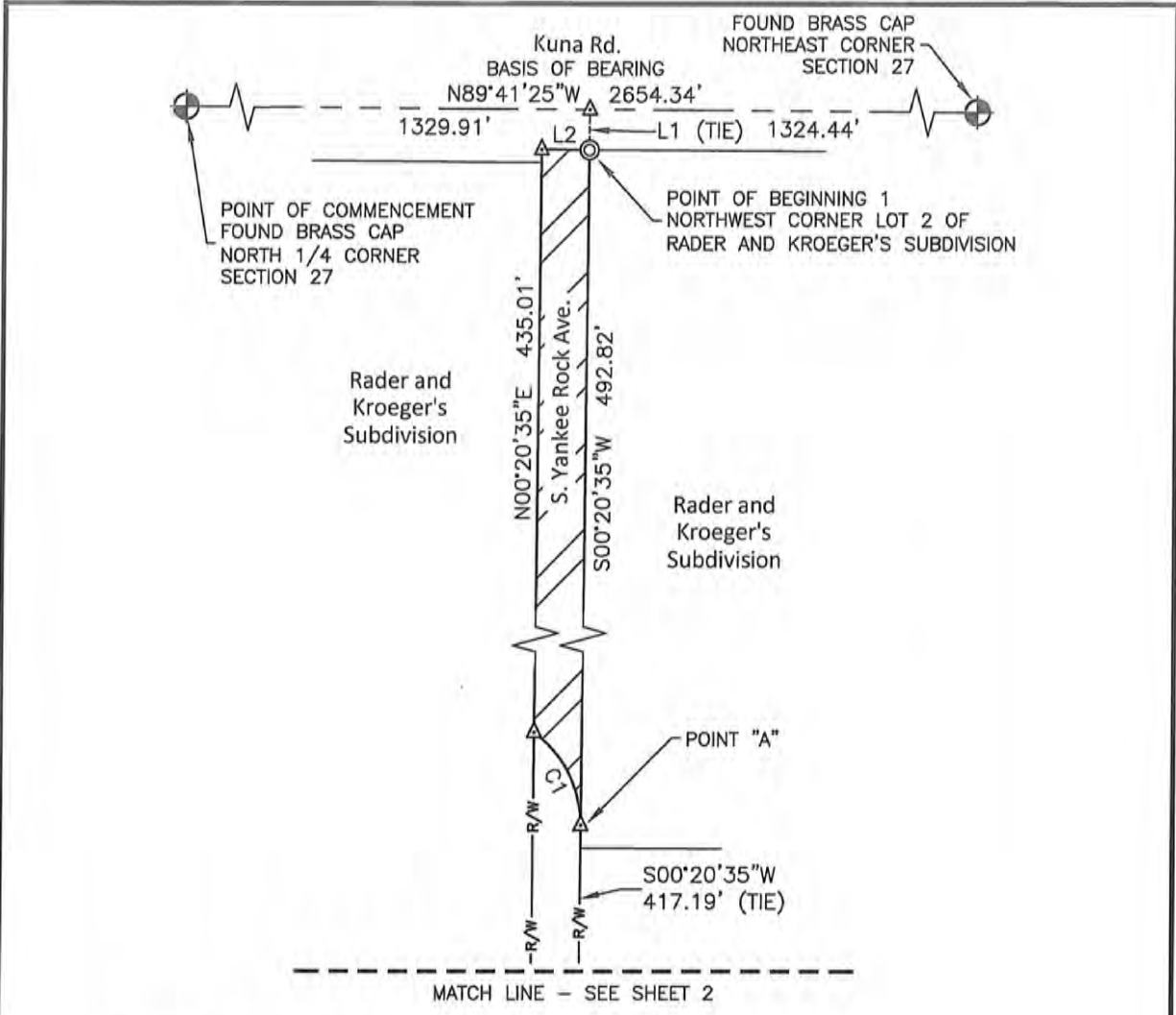
Said parcel contains 15,432 square feet, more or less.

Said description contains a total of 63,385 square feet (1.455 acres), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



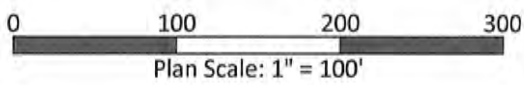
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0°18'35"W	25.00
L2	S89°41'25"E	30.50

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	69.95'	67.99'	55°41'35"	N27°28'50"W	65.35'

km
ENGINEERING
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 639-6939
 kmenglp.com

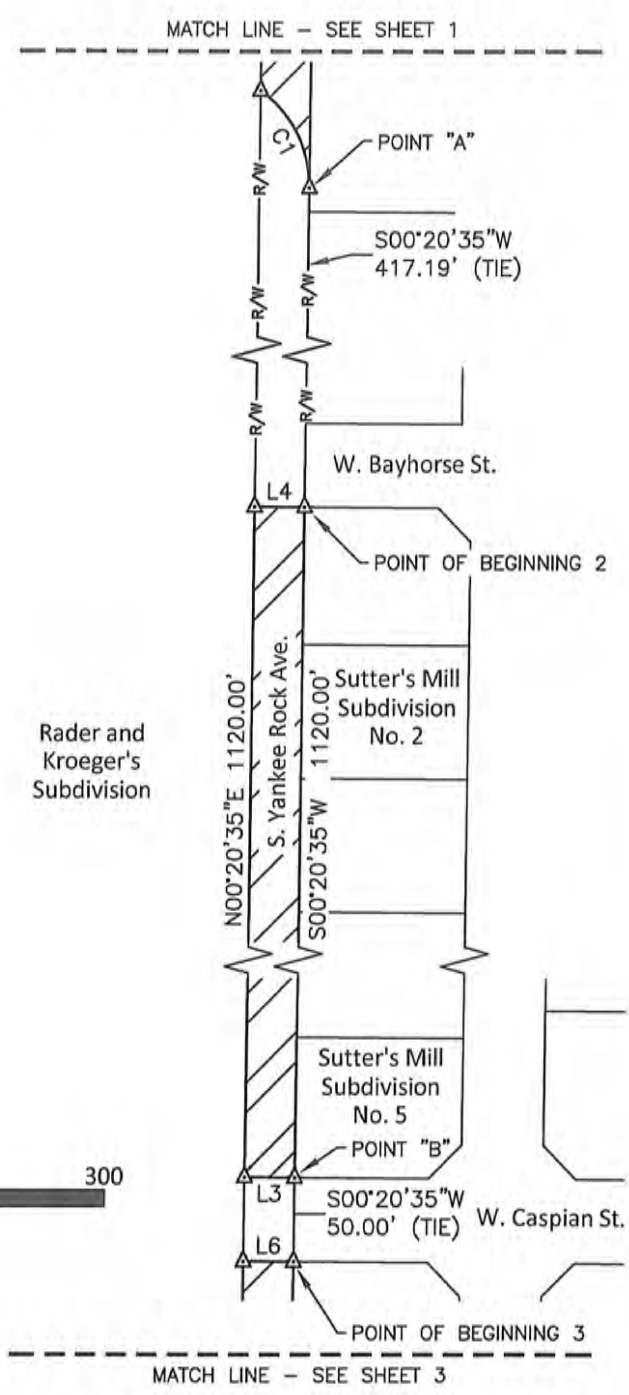


DATE: August 2021
 PROJECT: 19-151
 SHEET:
 1 OF 3

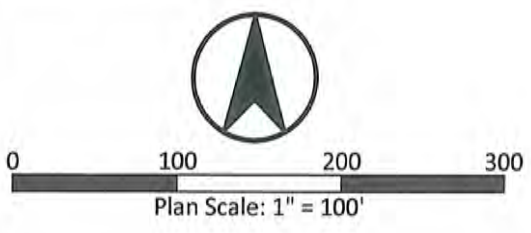
Exhibit B
Right-of-Way Vacation - South Yankee Rock Ave.

Madrone Heights Subdivision
 A portion of the NE 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Id

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LINE TABLE		
LINE	BEARING	DISTANCE
L3	N89°38'20"W	30.50
L4	S89°39'18"E	30.50



km
ENGINEERING
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 639-6939
 kmengllp.com

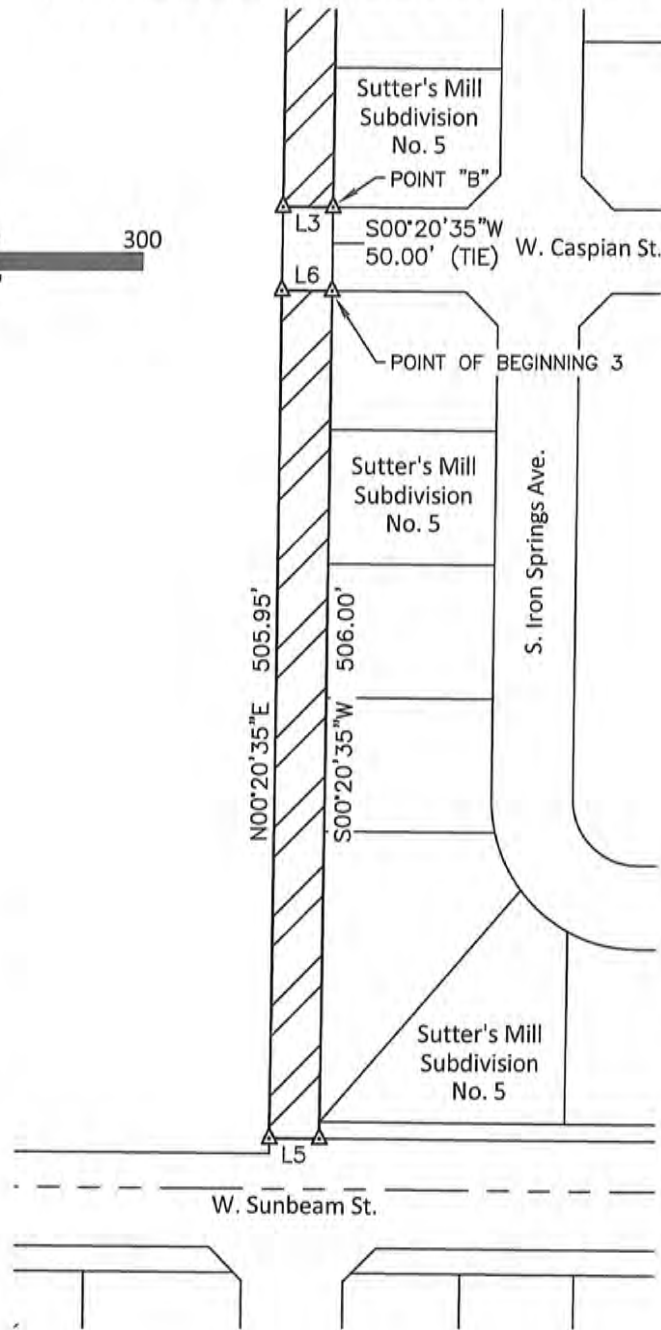
DATE: August 2021
 PROJECT: 19-151

SHEET:
 2 OF 3

Exhibit B
Right-of-Way Vacation - South Yankee Rock Ave.

Madrone Heights Subdivision
 A portion of the NE 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Id

MATCH LINE -- SEE SHEET 2



LINE TABLE		
LINE	BEARING	DISTANCE
L5	N89°32'56"W	30.50
L6	S89°38'20"E	30.50



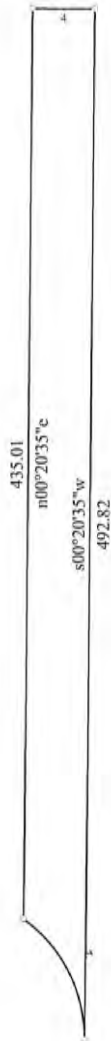
DATE: August 2021
PROJECT: 19-151

SHEET:
3 OF 3

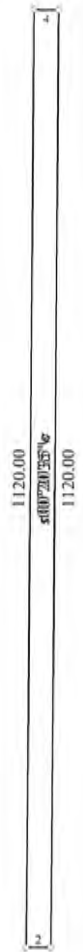
Exhibit B
Right-of-Way Vacation - South Yankee Rock Ave.

Madrone Heights Subdivision
A portion of the NE 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Id

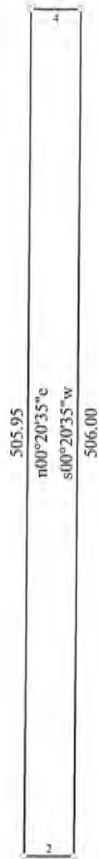
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Title: S. Yankee Rock Ave R/W Vacation Parcel 1 19-151		Date: 06-21-2021
Scale: 1 inch = 80 feet	File:	
Tract 1: 0.317 Acres: 13793 Sq Feet: Closure = s58.3913e 0.00 Feet: Precision =1/708621: Perimeter = 1026 Feet		
001=s00.2035w 492.82	003=n00.2035e 435.01	
002: Lt, R=69.95, Delta=55.4135 Bng=n27.2850w, Chd=65.35	004=s89.4125e 30.50	



Title: S. Yankee Rock Ave R/W Vacation Parcel 2 19-151		Date: 08-16-2021
Scale: 1 inch = 200 feet	File:	
Tract 1: 0.784 Acres: 34160 Sq Feet: Closure = s00.2111w 0.01 Feet: Precision =1/268296: Perimeter = 2301 Feet		
001=s00.2035w 1120.00	003=n00.2035e 1120.00	
002=n89.3820w 30.50	004=s89.3918e 30.50	



Title: S. Yankee Rock Ave R/W Vacation Parcel 3 19-151		Date: 08-16-2021
Scale: 1 inch = 100 feet	File:	
Tract 1: 0.354 Acres: 15432 Sq Feet: Closure = n01.0606w 0.00 Feet: Precision =1/513027: Perimeter = 1073 Feet		
001=s00.2035w 506.00	003=n00.2035e 505.95	
002=n89.3256w 30.50	004=s89.3820e 30.50	



Kent Goldthorpe, President
Dave McKinney, Vice President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

Capital Projects

26 Oct 2021

STAFF REPORT

TO:
FROM: Dave Serdar - Right of Way Supervisor - dserdar@achdidaho.org
SUBJECT: Public Hearing and adoption of Resolution Number 2369 to vacate a parcel of land being a portion of S. Johnson Ln, and release an existing easement
MEETING: **Commission Meeting - 10 Nov 2021**

ATTACHMENT(S):
[Staff report 2369, Vacation and Release, Hawkins](#)



Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

Right of Way

October 18th, 2021

TO: ACHD Board of Commissioners, Bruce S. Wong, Director

FROM: Dave Serdar, Right of Way Supervisor

SUBJECT: **Vacation/Release**

Public Hearing and adoption of Resolution Number 2369 to vacate a parcel of land being a portion of S. Johnson Ln, and release an existing easement recorded as instrument no. 108123386.

Staff Report for *November 10, 2021* Commission Meeting – Regular Agenda/Public Hearing

Executive Summary

This action is to vacate a parcel of land being a portion of S. Johnson Ln right of way located in NE ¼ of the SE ¼ of Section 13, Township 3 North, Range 1 West of the Boise Meridian, City of Meridian, Ada County, Idaho, containing 0.43 acres (18,770 SF), more or less.

AND

To release the existing Public Right of Way Easement dated November 4, 2008, recorded as instrument number 108123386, being a 30-foot -wide strip of land being a portion of the NE ¼ of the SE1/4 of Section 13, Township 3 North, Range1 West, Boise Meridian, containing 0.19 acres (8,132 SF), more or less.

See Exhibit “A”.

Facts & Findings

The proposed vacation and release of existing easement is being requested by Hawkins Properties LLC. The application fee of \$2,500.00 has been received by ACHD. The value for the Vacation is \$215,855.00, (See appraisal). No compensation is to be paid for the release of the existing easement. See Attachment “1” for the vicinity map.

The area being proposed for vacation encompasses approximately 0.43 acres (18,770 SF), more or less, See Exhibit “A”, and the existing easement to be released encompasses approximately 0.19 acres (8,132 SF), more or less. See Exhibit “A”.

Idaho Code, section 50-1306A (6) requires that before a vacation can be authorized, a public hearing must be held, with notice published in accordance with *Idaho Code*, section 40-206, where any person may appear and show cause that the vacation should not be made.

Notice of the public hearing was published in the Idaho Press Tribune. In accordance with Idaho Law and ACHD policy, comments were requested from the following public and private agencies and public utilities, regarding their plans for the area of the proposed vacation and release of easement. In addition, ACHD staff has been notified and comments were requested concerning the requested vacation and release of existing easement.

A. ACHD Staff comments:

Provide easements for any existing utilities.

B. The following agencies had no response:

Ada County Development Services
AT&T Communications
Ballantyne Ditch Company
Meridian City Community Development
Meridian City Canal Company
Meridian City Clerk
Meridian City Fire Department
Meridian City Parks Department
Meridian Project Board of Control
Meridian Water District
Cable One
Century Link
Chevron Pipeline
CTC Telecom
City of Meridian Public Works
Farmers Union Irrigation District
Meridian City Clerk
Meridian City Water, Sewer & Trash Department
Integra Telecom
Marathon Petroleum
Nampa Meridian Irrigation District
Syringa Networks
Suez
Tesoro Logistics
West Boise Sewer District
Westel Fiber
Thurman Mill Ditch Company
Zayo Fiber Systems
Zayo Group, LLC
Spark Light

- C. The following agencies responded and had no objection:
Nampa-Meridian Irrigation District
Idaho Power Company
Syringa Networks

There is no access to Federal or State lands or waters that will be denied if the requested vacation and release of existing easement is approved.

On October 7th, 2021, a letter was sent out notifying all the property owners within 600 feet of the requested vacation of the public hearing set for November 10,2021.

Attachment 2 for Commission review and consideration is Resolution Number 2369.

Approval of the vacation/release is subject to retention of the public and private utility easements, drainage easements, irrigation easements, and/or other easements of record or not of record or in use upon or under said described public right of way and/or the provisions for the relocation or replacement of existing facilities. Costs associated with relocation or replacement of existing easements and facilities shall be borne by the applicant with approval of the applicable utility or agency.

It is in the public interest for ACHD to execute a Quitclaim Deed granting the subject public right-of-way to GRH Meridian 1-84 LLC., *and* it is in the public interest for ACHD to execute a Release of Easement for the existing easement recorded as Instrument number 108123386.

Fiscal Implications

1. Applicant has paid the \$2,500.00 application fee.
2. The ACHD area being vacated encompasses approximately 0.43 acres (18,770 SF), more or less, at a value of \$215,855.00 to be paid to ACHD. The release of existing easement area encompasses approximately 0.19 acres (8,132 SF), more or less, with no amount paid to ACHD.

Policy Implications

The public hearing and the vacation procedures were accomplished according to current ACHD policies.

Recommendation

Staff recommends that the Board of Commissioners adopt and sign Resolution Number 2369 (Attachment 2), and the President of the Board sign the quitclaim deed (Attachment 3) to vacate the public right of way to GRH Meridian 1-84 LLC., S. Johnson Ln. right of way located in NE ¼ of the SE ¼ of Section 13, Township 3 North, Range 1 West of the Boise Meridian, City of Meridian, Ada County, Idaho, containing 0.43 acres (18,770 SF), more or less.

AND

To release the existing Public Right of Way Easement dated November 4, 2008, recorded as instrument number 108123386, being a 30-foot -wide strip of land being a portion of the NE ¼ of the SE1/4 of

Section 13, Township 3 North, Range1West, Boise Meridian, containing 0.19 acres (8,132 SF), more or less.

Attachment(s):

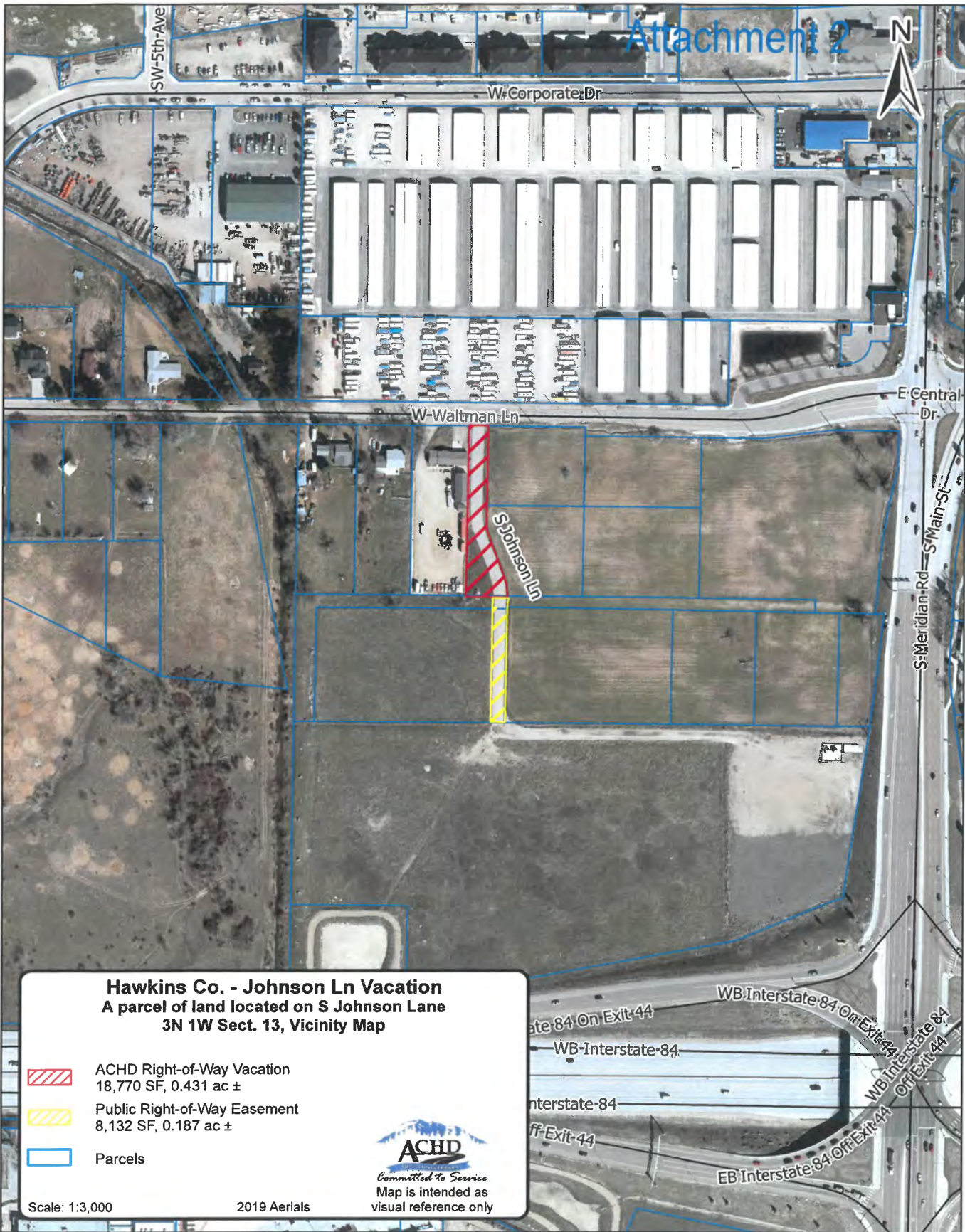
Attachment 1: Vicinity and ROW Vacation Maps

Attachment 2: Resolution 2369




Attachment 3: Quitclaim Deed to GRH Meridian 1-84 LLC

Attachment 4: Release of Easement from ACHD

cc: Right-of-Way File



Hawkins Co. - Johnson Ln Vacation
A parcel of land located on S Johnson Lane
3N 1W Sect. 13, Vicinity Map

-  ACHD Right-of-Way Vacation
18,770 SF, 0.431 ac ±
-  Public Right-of-Way Easement
8,132 SF, 0.187 ac ±
-  Parcels

Scale: 1:3,000

2019 Aerials



Committed to Service
Map is intended as
visual reference only

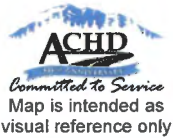


Hawkins Co. - Johnson Ln Vacation
A parcel of land located on S Johnson Lane
3N 1W Sect. 13, Site Map

-  ACHD Right-of-Way Vacation
18,770 SF, 0.431 ac ±
-  Public Right-of-Way Easement
8,132 SF, 0.187 ac ±
-  Parcels

Scale: 1:1,800

2019 Aerials



RESOLUTION NUMBER 2369

AUTHORIZING AN ABANDONMENT/VACATION AND RELEASE OF PUBLIC RIGHT-OF-WAY BY AND BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND HAWKINS PROPERTIES LLC, WITH OTHER CONSIDERATIONS BETWEEN THE PARTIES.

WHEREAS, by its Resolution Number 2369 adopted and approved at its regular meeting held on *November 10, 2021*, the Ada County Highway District Commission, in accordance with the requirements of *Idaho Code*, section 40-1309 and 40-203, found that Public Right of Way known as Vacation—This action is to vacate a parcel of land being a portion of S. Johnson Ln, located in NE ¼ of the SE ¼ of Section 13, Township 3 North, Range 1 West of the Boise Meridian, City of Meridian, Ada County, Idaho, containing 0.43 acres (18,770 SF), more or less. AND To release the existing Public Right of Way Easement dated November 4, 2008, recorded as instrument number 108123386, being a 30-foot -wide strip of land being a portion of the NE ¼ of the SE1/4 of Section 13, Township 3 North, Range 1 West, Boise Meridian, containing 0.19 acres (8,132 SF), more or less. More particularly described in Exhibit "A" (hereinafter "subject public right-of-way") was no longer useful to ACHD and set a public hearing before the Commission for *12:00 PM, on November 10, 2021*, at which time any person could appear to show cause why the subject public right-of-way should not be abandoned/vacated and released.

WHEREAS, in accordance with *Idaho Code*, sections 40-203 and 40-1309, the Commission does hereby make the following findings of fact and conclusions of law:

FINDINGS OF FACT:

1. Date of Application: *August 24, 2021*.
2. Upon the filing of a petition by the Petitioner for the abandonment/vacation/release of the subject public right-of-way, the following organizations and agencies were notified on August 24, 2021.
 - A. Ada County Highway District Staff members.
 - B. All appropriate local agencies and utilities were contacted, and comments requested.
3. On *October 6, 2021*, a public hearing date was set by the Board of Commissioners for *November 10, 2021*.
4. Following the filing of the petition for the abandonment/vacation/release of the subject public right-of-way parcels, property owners within 600 feet of the subject public right-of-way were notified by mail on *October 7, 2021*, of the time, date, and place of the public hearing.
5. In accordance with Idaho law, a Notice of Public Hearing was published in the Idaho Press Tribune a daily newspaper published in Canyon County, Idaho, on the *October 26th, 27th and November 3, 2021*, and an affidavit of publication was received by the Ada County Highway District and is on file in the office of the Right-of-Way Department.
6. Any and all comments received from August 24th, 2021, notification of Ada County Highway District Staff members and all applicable local agencies are on file in the office of the Right-of-Way Department and are included within the Public Hearing staff memo dated *October 18th, 2021*.

RESOLUTION 2369 – AUTHORIZING AN ABANDONMENT/VACATION/RELEASE OF PUBLIC RIGHT-OF-WAY BY AND BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND HAWKINS PROPERTIES, LLC, WITH OTHER CONSIDERATIONS BETWEEN THE PARTIES

- page 1

7. Any and all comments received from those property owners of real property within 600 feet of the subject public right-of-way are on file in the office of the Right-of-Way Department and are included within the Public Hearing staff memo dated *October 18th, 2021*.
8. The Vacated property is a parcel of land being a portion of S. Johnson Ln, located in NE ¼ of the SE ¼ of Section 13, Township 3 North, Range 1 West of the Boise Meridian, City of Meridian, Ada County, Idaho, containing 0.43 acres (18,770 SF), more or less.

AND

To release the existing Public Right of Way Easement dated November 4, 2008, recorded as instrument number 108123386, being a 30-foot -wide strip of land being a portion of the NE ¼ of the SE ¼ of Section 13, Township 3 North, Range 1 West, Boise Meridian, containing 0.19 acres (8,132 SF), more or less. At the public hearing on Wednesday, *November 10, 2021*, oral and or written testimony was presented and at the conclusion of which President Kent Goldthorpe, closed the public hearing for testimony. After discussion, the Commission found the abandonment/vacation/release is in the public's best interest and voted to approve the abandonment/vacation/release to Hawkins Properties, LLC, Vesting the Properties into the name of GRH Meridian I-84 LLC, CONCLUSIONS OF LAW.

It is the opinion of the Board of Commissioners of the Ada County Highway District, per President Kent Goldthorpe, Vice-President, Dave McKinney, Jim D. Hansen, Mary May and Alexis Pickering, Commissioners, that the subject public right-of-way is no longer needed by the Ada County Highway District and that it is the best interest of the traveling public, the adjacent property owners, and the Ada County Highway District that the abandonment/vacation/release of right-of-way known as And more particularly described in Exhibit "A" be approved and the subject public right-of-way be abandoned/vacated/released.

NOW, THEREFORE, BE IT RESOLVED, pursuant to *Idaho Code* section 40-203 and 40-1309 that the proposed abandonment/vacation/release of the public right-of-way is hereby authorized, and ACHD staff is hereby directed to negotiate a value, and on such other terms and conditions as are appropriate, and that the President of the Commission and the Director be, and are hereby, authorized and directed to execute on behalf of the Ada County Highway District appropriate quitclaim deeds and release of easement for the abandoned/vacated/release subject public right-of-way, subject to the following:

Retention of public and private utility easements, drainage easements, irrigation easements and/or other easements of record or not of record or in use upon or under said described public right-of-way and/or the provisions for the relocation or replacement of existing facilities.

Costs associated with relocation or replacement of existing easements and facilities shall be borne by the Petitioner with approval of the applicable utility or agency.

ADOPTED AND APPROVED by the Board of Commissioners of the Ada County Highway District at its regular meeting held on this *10th day of November 2021*.

RESOLUTION 2369 – AUTHORIZING AN ABANDONMENT/VACATION/RELEASE OF PUBLIC RIGHT-OF-WAY BY AND BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND HAWKINS PROPERTIES, LLC, WITH OTHER CONSIDERATIONS BETWEEN THE PARTIES

- page 2

ADA COUNTY HIGHWAY DISTRICT
BOARD OF COMMISSIONERS:

By: _____
Kent Goldthorpe, President

By: _____
Dave McKinney, Vice-President

By: _____
Jim D. Hansen, Commissioner

By: _____
Mary May, Commissioner

By: _____
Alexis Pickering, Commissioner

ATTEST:

Bruce S. Wong, Director

STATE OF IDAHO)
County of Ada)

On this ____ day of _____, 2021, before me, _____ a notary public in and for said State, personally appeared Bruce S. Wong, Director, and President, Kent Goldthorpe, Vice-President, Dave McKinney, Commissioners, Jim D. Hansen, Mary May and Alexis Pickering, known to me to be the Board of Commissioners, respectively, of the Ada County Highway District and that they executed this instrument on behalf of said Highway District for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at Boise, Idaho
My Commission Expires: _____

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

RESOLUTION 2369 – AUTHORIZING AN ABANDONMENT/VACATION/RELEASE OF PUBLIC RIGHT-OF-WAY BY AND BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND HAWKINS PROPERTIES, LLC, WITH OTHER CONSIDERATIONS BETWEEN THE PARTIES

- page 3



June 18, 2021
Project No. 20-176
Right-of-Way Vacation
S. Johnson Lane
Legal Description

Exhibit A

A parcel of land for a right-of-way vacation being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap marking the East 1/4 corner of said Section 13, which bears S89°26'10"E a distance of 2,642.64 feet from a 5/8-inch rebar marking the Center 1/4 corner of said Section 13, thence following the northerly line of said Northeast 1/4 of the Southeast 1/4, N89°26'10"W a distance of 921.02 feet;

Thence leaving said northerly line, S01°00'56"W a distance of 25.00 feet to a 5/8-inch rebar on the easterly right-of-way line of S. Johnson Lane and being the **POINT OF BEGINNING**.

Thence following said easterly right-of-way line the following five (5) courses:

1. S01°00'56"W a distance of 209.19 feet to a 5/8-inch rebar;
2. 27.67 feet along the arc of a curve to the left, said curve having a radius of 75.00 feet, a delta angle of 21°08'09", a chord bearing of S09°33'07"E and a chord distance of 27.51 feet;
3. S20°07'11"E a distance of 91.56 feet;
4. 46.12 feet along the arc of a curve to the right, said curve having a radius of 125.00 feet, a delta angle of 21°08'21", a chord bearing of S09°33'00"E and a chord distance of 45.86 feet to a 5/8-inch rebar;
5. S01°01'09"W a distance of 2.58 feet to the southerly right-of-way line of said S. Johnson Lane;

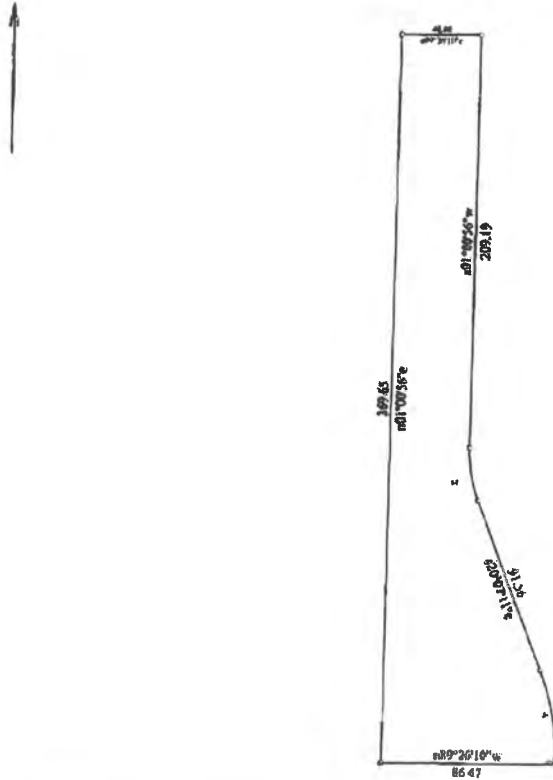
Thence leaving said easterly right-of-way line and following said southerly right-of-way line, N89°26'10"W a distance of 86.47 feet to the westerly right-of-way line of said S. Johnson Lane;
Thence leaving said southerly right-of-way line and following said westerly right-of-way line, N01°00'56"E a distance of 369.65 feet to a 5/8-inch rebar on the northerly right-of-way line of said S. Johnson Lane;
Thence leaving said westerly right-of-way line and following said northerly right-of-way line, S89°26'10"E a distance of 40.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 18,770 square feet (0.431 acres), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



Exhibit A



Title: Right-of-Way Vacation 20-176		Date: 06-18-2021
Scale: 1 inch = 60 feet	File:	
Tract 1: 0.431 Acres: 18770 Sq Feet: Closure ~ n07.2722e 0.01 Feet: Precision: 1/81162: Perimeter: 873 Feet		
001-s01.0056w 209.19	004-S01.1250e 21.0021	007-n01.0056e 369.65
002-S01.0109w 2.58	005-s01.0109w 2.58	008-s89.2610e 40.00
003-s20.0711e 91.56	006-n89.2610w 86.47	



**IDAHO
SURVEY
GROUP**

EXHIBIT A

1450 East Watertower St.
Suite 150
Meridian, Idaho 83642

Phone (208) 846-8570
Fax (208) 884-5399

Project No. 07-109

August 27, 2008

30' Wide Access Easement Berry Parcel

A 30 foot wide strip of land being a portion of the NE 1/4 of the SE 1/4 of Section 13, T.3N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the East 1/4 corner of said Section 14; Thence along the section line South 1°01'42" West, 662.56 feet; Thence North 89°32'21" West, 874.48 feet to the **REAL POINT OF BEGINNING.**

Thence continuing North 89°32'21" West, 30.00 feet;

Thence North 1°01'25" East, 248.67 feet;

Thence 22.48 feet along the arc of a curve to the right, having a radius of 130.00 feet, a central angle of 9°54'33", and a long chord bearing North 5°58'41" East, 22.46 feet;

Thence South 89°12'08" East, 30.62 feet;

Thence 22.69 feet along the arc of non-tangent curve to the left, having a radius of 100.00 feet, a central angle of 12°59'53", and a long chord bearing South 7°31'22" West, 22.64 feet;

Thence South 1°01'25" West, 248.37 feet to the Point of Beginning. Containing 8,132 square feet, more or less.

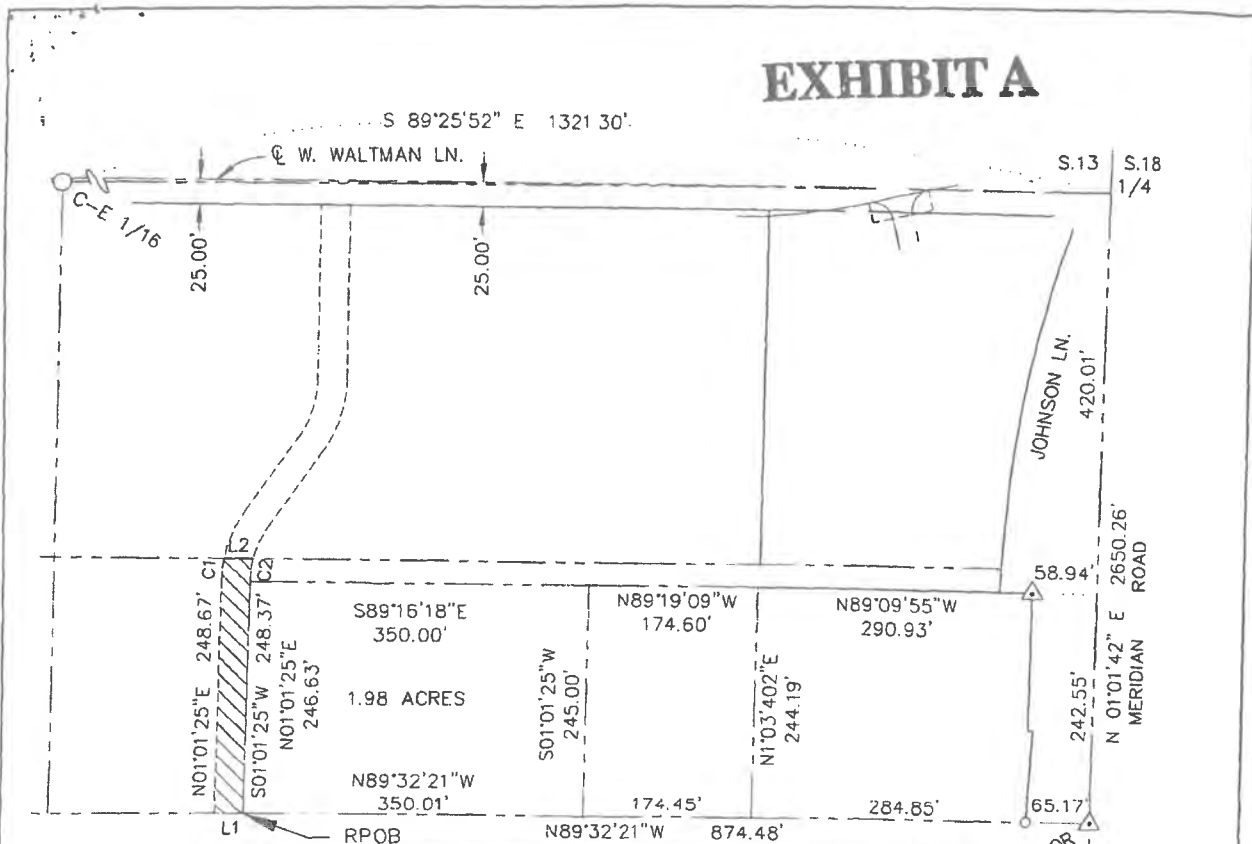
Prepared By:
Idaho Survey Group, P.C.



D. Terry Peugh, PLS

Professional Land Surveyors

EXHIBIT A



CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	130.00	22.48	22.46	N5°58'41"E	9°54'33"
C2	100.00	22.69	22.64	S7°31'22"W	12°59'53"

LINE	LENGTH	BEARING
L1	30.00	N89°32'21"W
L2	30.62	S89°12'08"E

LEGEND

- PARCEL LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- EASEMENT LINE
- SECTION LINE



0 40 80 160 320
SCALE: 1" = 160'

IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST. SUITE 150 MERIDIAN, IDAHO 83642 (208) 846-8570

ACCESS EASEMENT EXHIBIT
SAGE PARTNERS, LLC
PORTIONS OF THE NE 1/4 OF THE SE1/4 OF SECTION 13, T.3N., R.1W., B.M., MERIDIAN, ADA COUNTY, IDAHO

JOB NO. 07-109-01
SHEET NO. 1
DWG. DATE 8-26-08

Resolution No.: 2369
Township/Range/Section: T3N, R1W, Section 13
Vacation

QUITCLAIM DEED CONVEYING PUBLIC RIGHT-OF-WAY

THIS INDENTURE, made this _____ day of _____, 20__, **ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho**, the "GRANTOR", and the **GRH Meridian I-84 LLC**, the "GRANTEE";

WITNESSETH:

FOR VALUE RECEIVED, GRANTOR does by these presents convey, remise, release and forever quitclaim unto GRANTEE all right, title and interest of GRANTOR in the real property situated in the COUNTY OF ADA, STATE OF IDAHO, as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Right-of-Way").

SUBJECT TO easements of record, statutory rights of utilities and districts to be in the public right-of-way which rights are being exercised in the Right-of-Way as of the date of this Indenture (for sewer, gas, water or similar pipelines and their appurtenances, for electrical and telephone lines and for irrigation and drainage ditches), and subject to licenses for telecommunications lines which are in place in the Right-of-Way as of the date of this Indenture. GRANTEE is responsible for costs of any relocation or replacement of such pipelines, lines and ditches. Pedestrian access will be maintained across this parcel for access to the Greenbelt.

TO HAVE AND TO HOLD the same unto the GRANTEE and to its successors and assigns forever.

The current address of GRANTEE is:

GRM Meridian I-84 LLC
855 W. Broad St Ste 300
Boise, ID 83702

IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed by and on behalf of GRANTOR this _____ day of _____, 2021.

ADA COUNTY HIGHWAY DISTRICT

By _____
Kent Goldthorpe, President

Attest:

Bruce S. Wong, Director

State of Idaho)
) ss.
County of Ada)

On this _____ day of _____, in the year 2021, before me, _____, a Notary Public in and for the State of Idaho, personally appeared Kent Goldthorpe, known or identified to me to be the President of the Board of Commissioners of the Ada County Highway District, and Bruce S. Wong, known or identified to me to be the Director of the Ada County Highway District, the persons who executed this instrument on behalf of said Highway District for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above-written.

Notary Public for the State of Idaho
Residing at _____, Idaho
My Commission expires _____



June 18, 2021
Project No. 20-176
Right-of-Way Vacation
S. Johnson Lane
Legal Description

Exhibit A

A parcel of land for a right-of-way vacation being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap marking the East 1/4 corner of said Section 13, which bears S89°26'10"E a distance of 2,642.64 feet from a 5/8-inch rebar marking the Center 1/4 corner of said Section 13, thence following the northerly line of said Northeast 1/4 of the Southeast 1/4, N89°26'10"W a distance of 921.02 feet;

Thence leaving said northerly line, S01°00'56"W a distance of 25.00 feet to a 5/8-inch rebar on the easterly right-of-way line of S. Johnson Lane and being the **POINT OF BEGINNING**.

Thence following said easterly right-of-way line the following five (5) courses:

1. S01°00'56"W a distance of 209.19 feet to a 5/8-inch rebar;
2. 27.67 feet along the arc of a curve to the left, said curve having a radius of 75.00 feet, a delta angle of 21°08'09", a chord bearing of S09°33'07"E and a chord distance of 27.51 feet;
3. S20°07'11"E a distance of 91.56 feet;
4. 46.12 feet along the arc of a curve to the right, said curve having a radius of 125.00 feet, a delta angle of 21°08'21", a chord bearing of S09°33'00"E and a chord distance of 45.86 feet to a 5/8-inch rebar;
5. S01°01'09"W a distance of 2.58 feet to the southerly right-of-way line of said S. Johnson Lane;

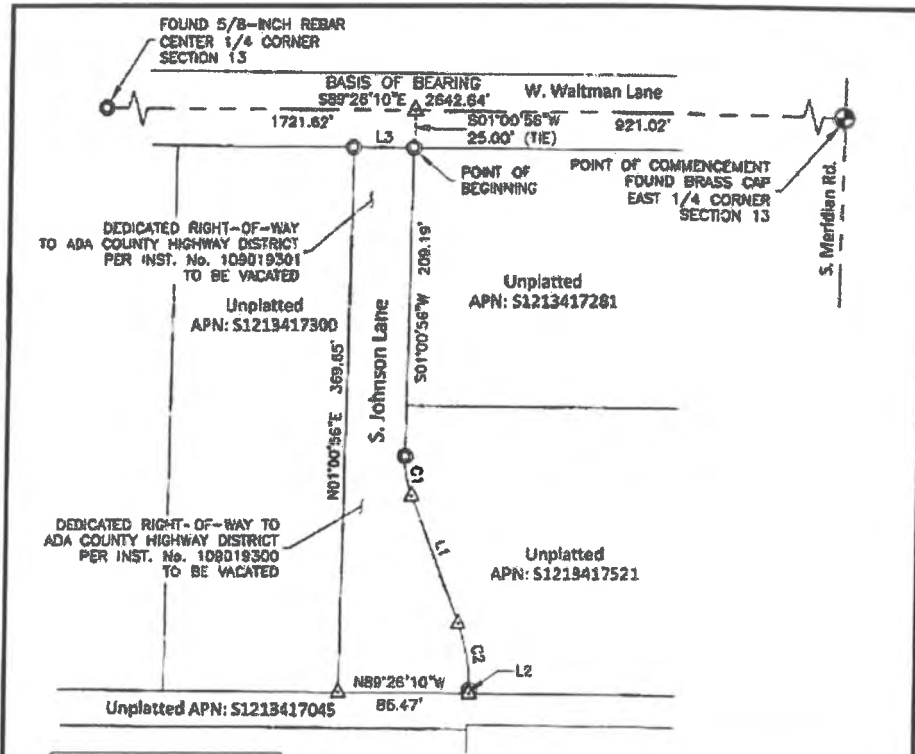
Thence leaving said easterly right-of-way line and following said southerly right-of-way line, N89°26'10"W a distance of 86.47 feet to the westerly right-of-way line of said S. Johnson Lane; Thence leaving said southerly right-of-way line and following said westerly right-of-way line, N01°00'56"E a distance of 369.65 feet to a 5/8-inch rebar on the northerly right-of-way line of said S. Johnson Lane; Thence leaving said westerly right-of-way line and following said northerly right-of-way line, S89°26'10"E a distance of 40.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 18,770 square feet (0.431 acres), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



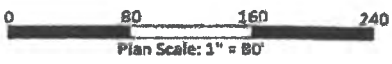
Exhibit A



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	91.55	S20°07'11"E
L2	2.58	S1°01'09"W
L3	40.00	S89°28'10"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	75.00'	27.67'	21°08'08"	S9°33'07"E	27.51'
C2	125.00'	46.12'	21°08'21"	S9°33'00"E	45.86'

km
ENGINEERING
 1375 NORTH DISCOVERY WAY
 BOISE, IDAHO 83721
 PHONE (208) 633-8289
 km@kmeng.com



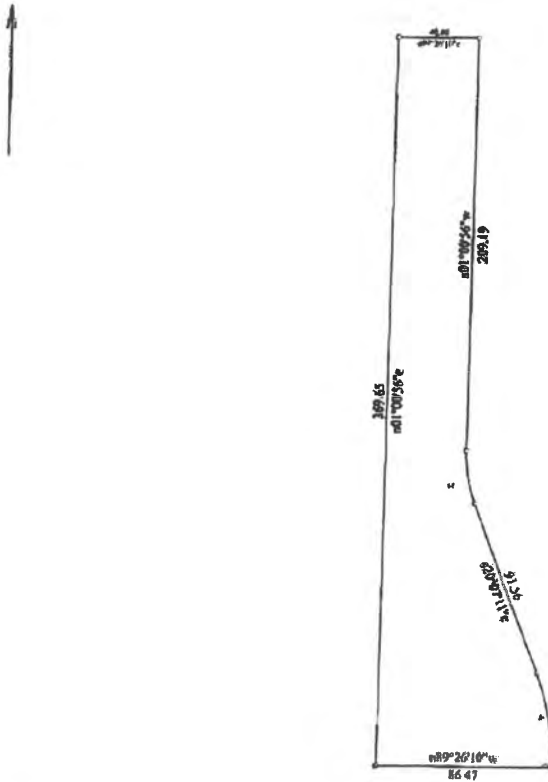
DATE: June 2021
 PROJECT: 20-375
 SHEET: 1 OF 1

Exhibit B
Right-of-Way Vacation

A portion of the Northeast 1/4 of the Southeast 1/4 of Section 13
 Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho

P:\10-10102020\10102020.dwg, chris, 06/11/2021, DWG TO PDF, PLOT, 06/11/2021, 11:11 AM

Exhibit A



Title: Right-of-Way Vacation 20-176		Date: 06-18-2021
Scale: 1 inch = 60 feet	File:	
Tract 1: 0.431 Acres: 18770 Sq Feet: Closure ~ n07.2722e 0.01 Feet: Precision: 1/81162: Perimeter - 873 Feet		
001-s01.0056w 209.19 002-s20.0711e 91.56 003-s20.0711e 91.56	004-S. 125.02, Ddbr: 21.0021 005-s01.0109w 2.58 006-m89.2610w 86.47	007-m01.0056e 369.65 008-m89.2610e 40.00

Resolution No.: 2369
Township/Range/Section: T3N, R1W, Section 13

(Reserved for Ada County Recorder)

RELEASE OF EASEMENT

This RELEASE OF EASEMENT is made by ADA COUNTY HIGHWAY DISTRICT (hereinafter referred to herein as "ACHD"), a body politic and corporate of the State of Idaho, this ____ day of _____, 20__.

WITNESSETH:

WHEREAS, by Easement (hereinafter referred to herein as "Easement") dated November 4th, 2008, recorded November 12, 2008, as instrument number 108123386, records of Ada County, State of Idaho, Arthur J. Berry as Grantor, granted to ACHD, as Grantee, "an EASEMENT for the purpose of 30' Wide Access Easement" over and under the property therein more particularly described (such property is hereinafter referred to herein as the "Servient Estate").

NOW, THEREFORE, by these presents ACHD does hereby release the Easement and hereby abandons any claim it may have thereunder to use the Servient Estate.

IN WITNESS WHEREOF, this Release of Easement has been duly executed by and on behalf of ACHD the day, month and year first above written.

ADA COUNTY HIGHWAY DISTRICT

By _____
Kent Goldthorpe, President

Attest:

Bruce S. Wong, Director

State of Idaho)
) ss.
County of Ada)

On this ____ day of _____, in the year 2021, before me, _____, a Notary Public in and for the State of Idaho, personally appeared Kent Goldthorpe, known or identified to me to be the President of the Board of Commissioners of the Ada County Highway District, and Bruce S. Wong, known or identified to me to be the Director of the Ada County Highway District, the persons who executed this instrument on behalf of said Highway District for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above-written.

Notary Public for the State of Idaho
Residing at _____, Idaho
My Commission expires _____

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.



**IDAHO
SURVEY
GROUP**

EXHIBIT A

1450 East Watertower St.
Suite 150
Meridian, Idaho 83642

Phone (208) 846-8570
Fax (208) 884-5399

Project No. 07-109

August 27, 2008

**30' Wide Access Easement
Berry Parcel**

A 30 foot wide strip of land being a portion of the NE 1/4 of the SE 1/4 of Section 13, T.3N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the East 1/4 corner of said Section 14; Thence along the section line South 1°01'42" West, 662.56 feet; Thence North 89°32'21" West, 874.48 feet to the **REAL POINT OF BEGINNING.**

Thence continuing North 89°32'21" West, 30.00 feet;

Thence North 1°01'25" East, 248.67 feet;

Thence 22.48 feet along the arc of a curve to the right, having a radius of 130.00 feet, a central angle of 9°54'33", and a long chord bearing North 5°58'41" East, 22.46 feet;

Thence South 89°12'08" East, 30.62 feet;

Thence 22.69 feet along the arc of non-tangent curve to the left, having a radius of 100.00 feet, a central angle of 12°59'53", and a long chord bearing South 7°31'22" West, 22.64 feet;

Thence South 1°01'25" West, 248.37 feet to the Point of Beginning. Containing 8,132 square feet, more or less.

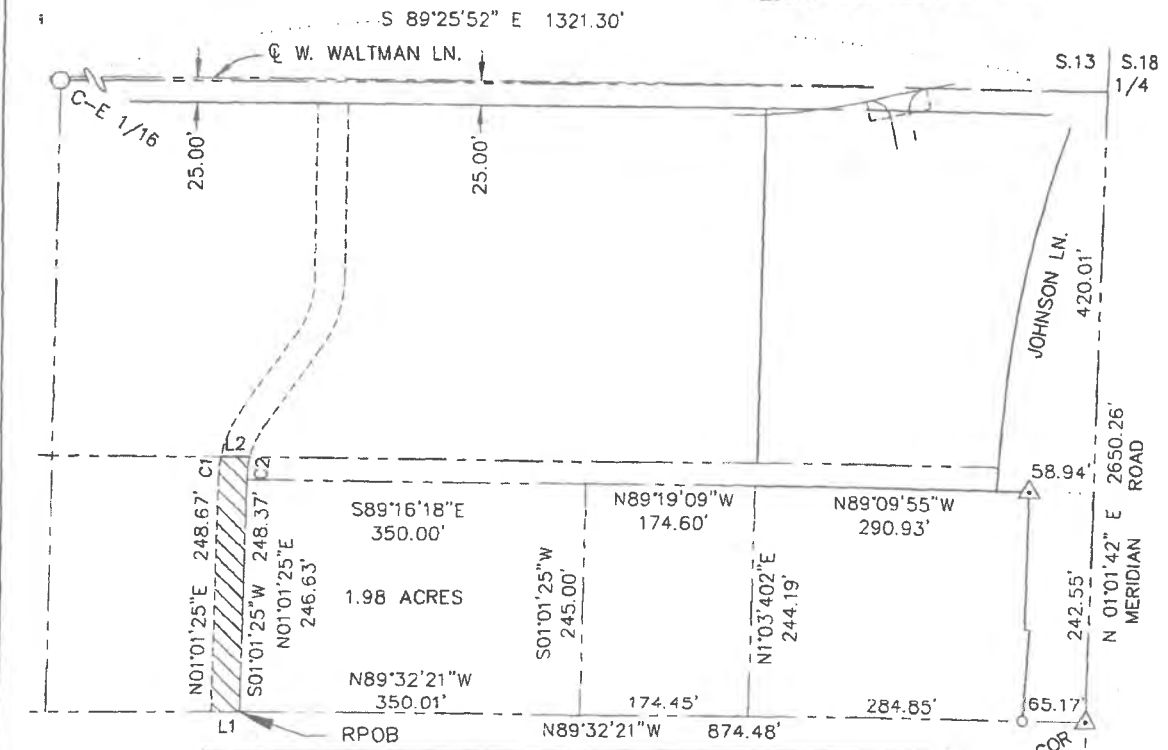
Prepared By:
Idaho Survey Group, P.C.



D. Terry Peugh, PLS

Professional Land Surveyors

EXHIBIT A



CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	130.00	22.48	22.46	N5°58'41"E	9°54'33"
C2	100.00	22.69	22.64	S7°31'22"W	12°59'53"

LINE	LENGTH	BEARING
L1	30.00	N89°32'21"W
L2	30.62	S89°12'08"E

LEGEND

- PARCEL LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- EASEMENT LINE
- SECTION LINE



0 40 80 160 320
 SCALE: 1" = 160'

IDAHO SURVEY GROUP, P.C.
 1450 E. WATERTOWER ST.
 SUITE 150
 MERIDIAN, IDAHO 83642
 (208) 846-8570

ACCESS EASEMENT EXHIBIT
 SAGE PARTNERS, LLC

PORTIONS OF THE NE 1/4 OF THE SE1/4 OF SECTION 13, T.3N., R.1W., B.M.,
 MERIDIAN, ADA COUNTY, IDAHO

JOB NO.
 07-109-01
 SHEET NO.
 1
 DWG. DATE
 8-26-08



Kent Goldthorpe, President
Dave McKinney, Vice President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

Planning Review

02 Nov 2021

STAFF REPORT

TO: ACHD Commission
FROM: Paige Bankhead - Assistant Traffic Engineer - pbankhead@achdidaho.org
SUBJECT: Appeal of Staff Level Decision - Skyview Subdivision
MEETING: Commission Meeting - 10 Nov 2021

EXECUTIVE SUMMARY:

William J. Ziebell is requesting an appeal of staff decision for the preliminary plat application for Skyview Subdivision consisting of 125 residential lots, 16 common lots and 1 commercial lot on 18.94 acres located northwest of the intersection of Park Lane and SH-44 in the City of Eagle. The applicant for this development is Jeff Clemens with Lennar Homes of Idaho and the representative is Dave Yorgason.

FACTS & FINDINGS:

Skyview Subdivision meets all District Policies and therefore staff issued the approval for Skyview Subdivision on September 30, 2021. A traffic impact study for Skyview Subdivision was submitted to ACHD for review as part of the development application review process consistent with District Policy. The traffic impact study meets District Policy for technical analysis and requirements for a traffic impact study and the findings and recommendations are discussed in the staff report. William J. Ziebell requested an appeal of staff decision on October 14, 2021.

RECOMMENDATIONS:

Skyview Subdivision meets all District Policies and staff recommends approval of the staff report, as written.

Attachment(s):

1. William Ziebell Appeal of Staff Decision Email
2. Applicant's Engineer, Kimley Horn, Response to Appeal Letter
3. Vicinity Map
4. Site Plan
5. Staff Report

ATTACHMENT(S):

- [1. William Ziebell Appeal of Staff Decision Email](#)
- [2. Kimley Horn Response to Staff Appeal](#)

[3. Vicinity Map](#)

[4. Site Plan](#)

[5. Staff Report EPP21-0009 Skyview Subdivision](#)

William Ziebell Appeal of Staff Decision - Email

From: William Ziebell
Sent: Thursday, October 14, 2021 4:23 PM
To: sspencer@achdidaho.org<mailto:sspencer@achdidaho.org>; Mindy Wallace <Mwallace@achdidaho.org<mailto:Mwallace@achdidaho.org>>
Cc: angie.ziebell@gmail.com<mailto:angie.ziebell@gmail.com>; william.ziebell@live.com<mailto:william.ziebell@live.com>
Subject: Notice of Appeal Regarding the Staff Approval for the Skyview Subdivision
Importance: High
October 14, 2021

Stacey Spencer
Secretary and Clerk of the District
sspencer@achdidaho.org<mailto:sspencer@achdidaho.org>

RE: Notice of Appeal Regarding the Staff Approval for the Skyview Subdivision

Project/File: Skyview Subdivision/ EPP21-0009/ PP-08-21/ A-05-21/
RZ-06-21 This is an annexation and rezone application to annex 18.94 acres into the City of Eagle with an R-9 and MU zoning and a preliminary plat application to develop 125 residential lots, 16 common lots, and 1 commercial lot. This application includes a development agreement with the City of Eagle.

Lead Agency: City of Eagle

Site address: 101 N Park Lane

Staff Approval: September 30, 2021

Applicant: Lennar Homes of Idaho
9169 W State Street, #1101
Garden City, ID 83714

Representative: Dave Yorgason
14254 W Battenberg Drive
Boise, ID 83713

Staff Contact: Kelly Bruner
Phone: 387-6132
E-mail: kbruner@achdidaho.org<mailto:kbruner@achdidaho.org>

Paige Bankhead
Phone: 387-6293

E-mail: pbankead@achdidaho.org<mailto:pbankead@achdidaho.org>

Appellants: William J. Ziebell
Address: 4365 W Spring House Drive, Eagle, Idaho 83616
Phone: 208-286-1776
E-mail: william.ziebell@live.com<<mailto:william.ziebell@live.com>>

Angela M. Ziebell
Address: 4365 W Spring House Drive, Eagle, Idaho 83616
Phone: 415-244-3443
E-mail: angie.ziebell@gmail.com<<mailto:angie.ziebell@gmail.com>>

Dear Secretary and Clerk of the District Spencer,
I write to formally to appeal the Staff Approval for the Skyview Subdivision.

Background

I first made contact with Mindy Wallace, ACHD Development Services Supervisor, on July, 7 2021 to inquire about the Skyview subdivision application. I formally requested that a hearing be held on the matter. I subsequently spoke with Commissioner May to ask for a public hearing. While we have a number of concerns detailed below our primary concerns of security for pedestrians and drivers on Park Lane, Optuntia Ave leading into/out the of the proposed development, and the proposed Nursery Ave. There has already been one Eagle High School student killed in an automobile accident at the intersection of Park Lane and Hwy 44, and the last so-called "improvement" of the intersection as been a disaster in terms of safety and usability.

Objections

First for the public record, I am not an attorney or a civil engineer. Finding out about the Staff Approval the day before an appeal can be made has put me at a disadvantage. Instead of having time to review the documents, interview ACHD staff and seek council to more accurately convey my objections I have now been put into a place of disadvantage.

1. Lack of Sufficient Notice and an Opportunity to Seek Council

For the public record, I've attached the voice mail I received on Sept, 29, 2021 at 1:07 PM by ACHD staff as well as a screen cap of the call record on my iPhone. The voice mail clearly does not indicate that a staff report was complete and was being sent out to the City of Eagle on September, 31, 2021 without a public hearing. In fact, the voice mail does not provide any useful information what so ever; the only call to action was an invitation to call back to "chat about my concerns."

2. No Notice for Denying a Request for a Public Hearing

I made a request for a public hearing to Mindy Wallace and Commissioner May. The request is part of the public record.

3. The Appellant objects to finding that the intersection of SH-44/Park Lane meets ACHD's acceptable LOS thresholds under the existing conditions and 2024 background conditions. The 2024 background conditions do not accurately reflect the current development densities as demonstrated by the increased units and smaller lot sizes. There are no less the seven subdivisions being developed from Park

Lane and W Beacon Light Rd to Park Lane and Hwy 44. To illustrate the changes in density, consider that the Spring House Subdivision contains units on about .2 acres while the new subdivision across Park Lane across Spring House Drive is .09 per acre per unit.

The study itself evidences the fault with the assumptions in the 2024 total traffic conditions, "The study also shows that there is inadequate storage for the southbound left-turn lane and westbound right-turn lane under all conditions and recommends extending the southbound left-turn lane to 470-feet and the westbound right-turn lane to 340-feet for the 2024 total traffic conditions." See, SH-44/Park Lane Intersection Pages 4-5.

The Appellant objects to the staff recommendation that, "The applicant should be required to extend the southbound left-turn lane to the north and then taper the southbound left-turn lane to transition to the northbound left-turn lane while still allowing sufficient queue length for both the northbound and the southbound left-turn lanes." See, SH-44/Park Lane Intersection Pages 4-5.

The Appellant also objects to the staff recommendation that, the applicant should coordinate with Development Review staff on the design and taper location for the transition from northbound to southbound left-turn lanes for this segment of Park Lane south of Johnny Street at the time of the construction plan review." See, SH-44/Park Lane Intersection Page 4.

The SH-44/Park Lane Intersection studies and design should be open for public review, input and debate.

Furthermore, the Appellant objects to the Park Lane/Flint Drive Intersection recommendations that, "The findings of the study warrant construction of a northbound left-turn lane at the Park Lane/Flint Drive intersection for access to the site. The applicant should be required to widen Park Lane abutting the site to 3-lanes to include a two-way left-turn lane abutting the site, see the section for the Park Lane road segment below." See, SH-44/Park Lane Intersection Page 3.

As stated above, the data assumptions being used in the LOS thresholds for 2024 total traffic conditions is faulty.

The Park Lane/Flint Drive Intersection studies and design should be open for public review, input and debate.

The Appellant objects to the Opuntia Ave and Flint Drive Intersection as well as the Skyview Commercial Access to Park Lane. The faulty data assumptions, as noted above, will impact traffic flow between subdivisions on Opuntia Ave. Moreover, the design based on faulty data assumptions for the Skyview Commercial access will increase congestion as well as the probability for both motor vehicle accidents and put pedestrians from Eagle High School in harm's way.

The Opuntia Ave and Flint Drive Intersection and Skyview Commercial Access studies and design should be open for public review, input and debate.

1. The Appellant objects to the Access B - Park Lane/Johnny Street Intersection and Park Lane Roadway Segment (SH-44 to Flint Drive) recommendations on the same bases, faulty data assumptions used in the studies.

2. The Appellant finds that the Average Daily Traffic Count (VDT) counts are too few and insufficient - study composition based on single day counts is hardly representative.

3. The Appellant objects to the, "District Policy doesn't support private roads extending into the site and then transitioning to public roads" regarding the City of Eagle indicating, "that they are requiring a private road that is proposed to stub to the site's southwest property line with the Route 44 development be extended into the site." The Appellant submits that the Eagle residence have a detailed plan and we require our plan to govern.

4. The Appellant objects to the findings regarding, Neighborhood Concerns. Our concerns are not accurately reflected in the report. Furthermore, the Appellant objects to the data analysis.

5. The Appellant objects to the report's comments and recommendation regarding proposed Nursery Ave. The comments do not reflect the concerns residents in the Spring House Subdivision and certainly does not address our concerns on our property values as well as our rights to peace and wellbeing.

"District Policy requires that driveways/private roads on local roads be offset a minimum of 75-feet from or align with local road intersections. In addition, staff has concerns about the sight distance at this intersection. The applicant should be required to construct the private road/alley to intersect Nursey Avenue so that it aligns with Flint Drive."

This recommendation requires public review, input and debate.

I'll be following up with council to see what avenues are available to use to ensure that these objections are fully considered and addressed.

Respectfully, the Appellants
William J. Ziebell
Angela M. Ziebell
<winmail.dat>



MEMORANDUM

To: President Kent Goldthorpe and the ACHD Commission

From: Bob Beckman, P.E., PTOE
Tim Nicholson, P.E.
Kimley-Horn and Associates, Inc. on behalf of Lennar Homes – Idaho Division

Date: November 2, 2021

Subject: Applicant Responses to Appeal Regarding Staff Approval for Skyview Subdivision

This memorandum provides technical responses to arguments in the appeal filed by William and Angela Ziebell regarding staff approval of the above referenced development. The Applicant reserves all rights to raise further objections to the appeal, including the lack of legal authority to bring the appeal, the lack of factual and legal support for the claims asserted, and the timeliness of the appeal.

The Appellant's arguments and Applicant's responses are summarized as follows:

1. The Appellant objects to finding that the intersection of SH-44/Park Lane meets ACHD's acceptable LOS thresholds under the existing conditions and 2024 background conditions. The 2024 background conditions do not accurately reflect the current development densities as demonstrated by the increased units and smaller lot sizes. There are no less the seven subdivisions being developed from Park Lane and W Beacon Light Rd to Park Lane and Hwy 44. To illustrate the changes in density, consider that the Spring House Subdivision contains units on about .2 acres while the new subdivision across Park Lane across Spring House Drive is .09 per acre per unit.
Prior to initiating the TIS, COMPASS was consulted to perform an Area of Influence review to confirm conditions both with and without the proposed development. Previously approved developments are included in the COMPASS regional travel demand model used for the TIS analysis. Future developments are also taken into account in the growth rates that COMPASS provides for the TIS analysis; the growth rates are applied to the existing traffic counts collected in advance of the TIS to forecast future conditions. The TIS used standard Levels of Service thresholds as stated in ACHD Policy 7106 Traffic Impact Studies..
2. The study itself evidences the fault with the assumptions in the 2024 total traffic conditions, "The study also shows that there is inadequate storage for the southbound left-turn lane and westbound right-turn lane under all conditions and recommends extending the southbound left-turn lane to 470-feet and the westbound right-turn lane to 340-feet for the 2024 total traffic conditions." See, SH-44/Park Lane Intersection Pages 4-5.
Turning movements at the SH44/Park Lane intersection meet acceptable Levels of Service (LOS D) under existing and 2024 conditions. Lengthening the existing turn lane storage area will accommodate anticipated vehicle queueing. The Applicant accepts ACHD's condition of approval for this improvement.

3. The Appellant objects to the staff recommendation that, "The applicant should be required to extend the southbound left-turn lane to the north and then taper the southbound left-turn lane to transition to the northbound left-turn lane while still allowing sufficient queue length for both the northbound and the southbound left-turn lanes." See, SH-44/Park Lane Intersection Pages 4-5. **See previous response. The ACHD staff decision defines how geometrically the back-to-back left turn lanes should be constructed. The Applicant accepts ACHD's condition of approval for this improvement.**
4. The Appellant also objects to the staff recommendation that, the applicant should coordinate with Development Review staff on the design and taper location for the transition from northbound to southbound left-turn lanes for this segment of Park Lane south of Johnny Street at the time of the construction plan review." See, SH-44/Park Lane Intersection Page 4 **See previous response. ACHD staff recommendation defines how geometrically the back-to-back left turn lanes should be constructed. The Applicant accepts ACHD's condition of approval for this improvement.**
5. Furthermore, the Appellant objects to the Park Lane/Flint Drive Intersection recommendations that, "The findings of the study warrant construction of a northbound left-turn lane at the Park Lane/Flint Drive intersection for access to the site. The applicant should be required to widen Park Lane abutting the site to 3-lanes to include a two-way left-turn lane abutting the site, see the section for the Park Lane road segment below." See, SH-44/Park Lane Intersection Page 3. **See previous response. The ACHD staff decision defines how geometrically the northbound left turn lanes should be constructed, in this case as a center Two-Way Left-Turn Lane (TWLTL). The Applicant accepts ACHD's condition of approval for this improvement.**
6. As stated above, the data assumptions being used in the LOS thresholds for 2024 total traffic conditions is faulty. **Appellant did not provide any support for this claim. 2024 total traffic conditions are developed by nationally accepted traffic engineering practices that include collecting existing counts, factoring existing counts by the growth rate defined by the regional travel demand model for the forecast period, and adding intersection site trip volumes assigned to the intersection based on trip generation, distribution, and assignment procedures.**
7. The Appellant objects to the Opuntia Ave and Flint Drive Intersection as well as the Skyview Commercial Access to Park Lane. The faulty data assumptions, as noted above, will impact traffic flow between subdivisions on Opuntia Ave. Moreover, the design based on faulty data assumptions for the Skyview Commercial access will increase congestion as well as the probability for both motor vehicle accidents and put pedestrians from Eagle High School in harm's way. **See previous response. Review of the trip distribution pattern indicates very few trips (5%) will access the site from/to the north. In fact, the total trips inbound and outbound is only 5 or 6 peak hour trips, respectively. Most of these trips will use Park Lane for access as opposed to traversing through a circuitous route along Opuntia Avenue. Even if all these trips (5-6) diverted to Opuntia Avenue, the impact would be negligible. Traffic operations at the commercial access is expected to add approximately 50 site trips entering and 50 site trips exiting in both AM and PM peak hours. Left turning operations will be accommodated via a two-way left-turn lane and a dedicated left-turn lane south of**

Johnny Street, thereby minimizing impacts to northbound and southbound through traffic. As demonstrated in the capacity analysis review, the Skyview commercial access intersection operates with very little vehicular delay, queuing, and a favorable Level-of-Service. Further, the Crash Modifications Clearinghouse, a nationally accepted resource developed as a tool to help design professionals make safety decisions, indicates that installation of left turn lanes and TWLTL's can reduce crashes by up to approximately 50%.

Sidewalks constructed with this development, consistent with ACHD and City of Eagle development requirements, will enhance pedestrian safety in this area

8. The Appellant objects to the Access B - Park Lane/Johnny Street Intersection and Park Lane Roadway Segment (SH-44 to Flint Drive) recommendations on the same bases, faulty data assumptions used in the studies.
See previous response.
9. The Appellant finds that the Average Daily Traffic Count (VDT) counts are too few and insufficient - study composition based on single day counts is hardly representative.
Average Daily Traffic (ADT) volumes are a commonly used traffic engineering reference to assess 24-hour traffic conditions. In this case, a 24-hour roadway count data was field collected using count tubes on Park Lane (between SH-44 and Johnny Street) on Wednesday, March 31, 2021. Additional 24-hour counts were not collected at other locations as they were not deemed necessary for this review. Upon examination of other 24-hour counts available on ACHD's website, there is a Park Lane count of 5,217 recorded south of Floating Feather on 1/30/20. The previously noted count recorded for purposes of the TIS is 6,361 indicating that the worst case location was likely captured with this count.
10. The Appellant objects to the, "District Policy doesn't support private roads extending into the site and then transitioning to public roads" regarding the City of Eagle indicating, "that they are requiring a private road that is proposed to stub to the site's southwest property line with the Route 44 development be extended into the site." The Appellant submits that the Eagle residence have a detailed plan and we require our plan to govern.
ACHD staff's comments reflect District policies. Appellant's objection appears to be to the policies themselves, rather than staff's application of the policies.
11. The Appellant objects to the findings regarding, Neighborhood Concerns. Our concerns are not accurately reflected in the report. Furthermore, the Appellant objects to the data analysis.
Review of the trip distribution pattern indicates very few trips (5%) will access the site from/to the north. In fact, the total trips inbound and outbound is only 5 or 6 peak hour trips, respectively. Most of these trips will use Park Lane for access as opposed to traversing through a circuitous route along Opuntia Avenue. Even if all these trips (5-6) diverted to Opuntia Avenue, the impact would be negligible.
12. The Appellant objects to the report's comments and recommendation regarding proposed Nursery Ave. The comments do not reflect the concerns residents in the Spring House Subdivision and certainly does not address our concerns on our property values as well as our rights to peace and wellbeing.
ACHD staff's comments reflect District policies. Appellant's objection appears to be to the policies themselves, rather than staff's application of the policies. The Applicant did hear

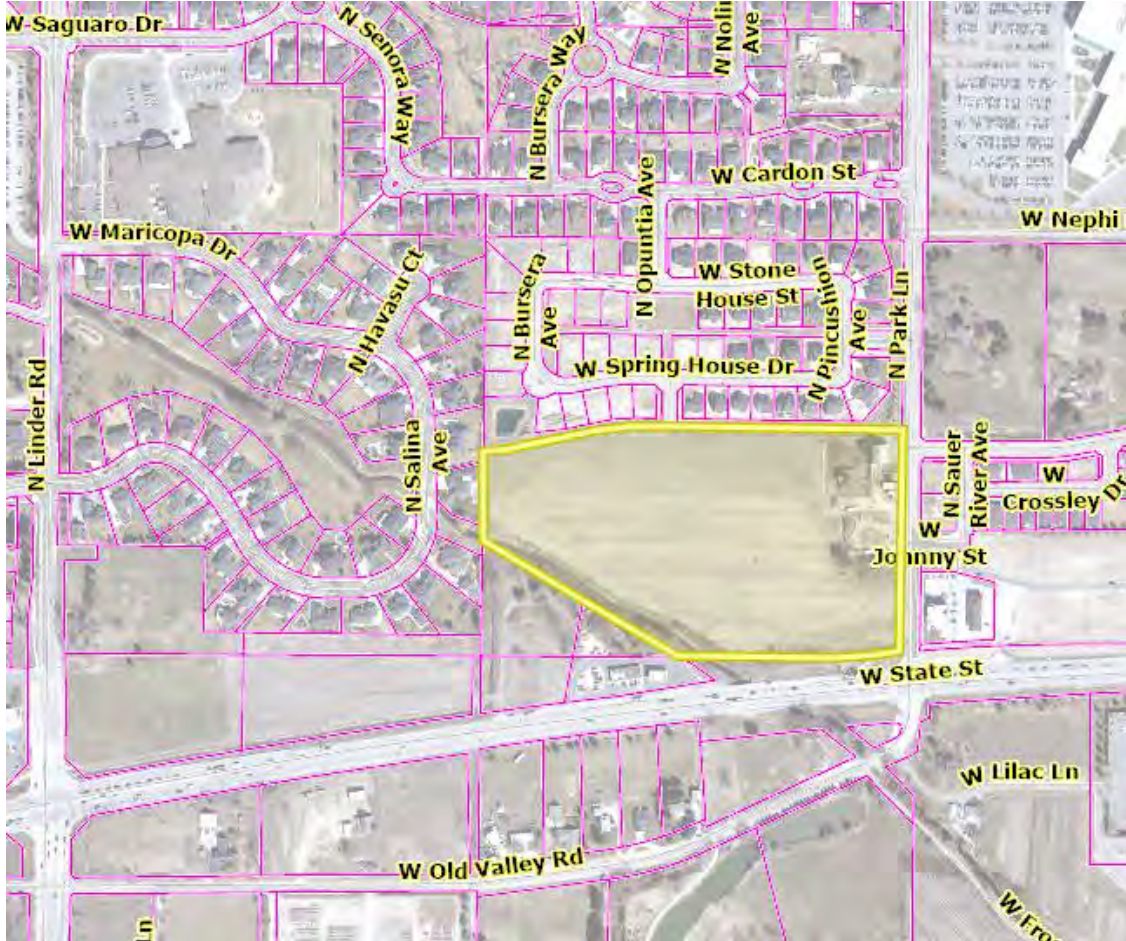
the concerns from the neighbors and made several adjustments to the plan to address and/or mitigate concerns. Some of these accommodations include:

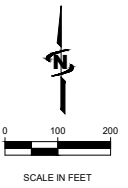
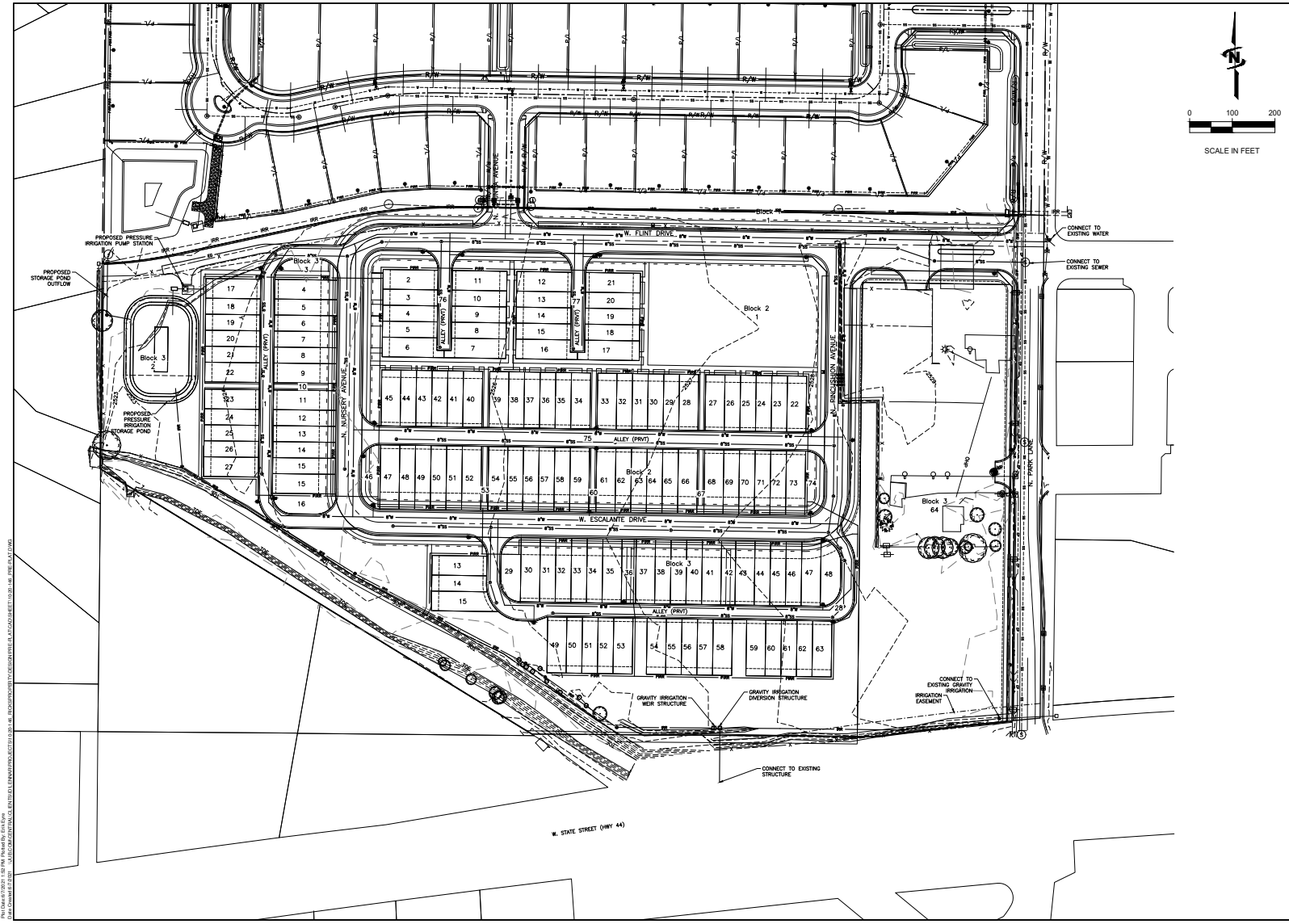
- a. Proposing fewer number of homes yielding an overall density substantially less than allowed in the City comprehensive plan and future land use map (proposed a little over 8 dwelling units per acre vs. allowed 20 dwelling units per acre),*
- b. Building for sale town homes vs. for rent apartments,*
- c. Clustering housing units away from existing homes,*
- d. Providing a landscape buffer with enhanced landscaping adjacent to all existing homes,*
- e. Providing upscale amenities and common areas within the development, and*
- f. Proposing the current design to minimize and discourage cut-through traffic and still meet emergency services requirements and desired pedestrian and bicycle connectivity to adjacent neighborhoods.*

13. "District Policy requires that driveways/private roads on local roads be offset a minimum of 75-feet from or align with local road intersections. In addition, staff has concerns about the sight distance at this intersection. The applicant should be required to construct the private road/alley to intersect Nursey Avenue so that it aligns with Flint Drive."

ACHD staff's comments reflect District policies. Appellant's objection appears to be to the policies themselves, rather than staff's application of the policies. The Applicant is not seeking a waiver and agrees to construct the private road/alley to align with Flint Drive at this location.

VICINITY MAP





JUB
 J-U-B ENGINEERS, INC.
 J-U-B ENGINEERS, INC.
 2760 W. Excursion Lane
 Suite 400
 Meridian, ID 83642
 Phone: 208.875.7930
 www.jub.com



JUB SHALL BE RESPONSIBLE FOR THE PREPARATION, CORRECTNESS AND ACCURACY OF THIS PLAN. THE CLIENT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO JUB. JUB SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.

**SKYVIEW SUBDIVISION
 EAGLE, IDAHO**

EXISTING AND PROPOSED FEATURES

FILE NO. 2022-001
 JOB NO. 2022-001
 DRAWN BY: JUB
 CHECKED BY: JUB

SHEET NUMBER:
PP-03



Project/File: Skyview Subdivision/ EPP21-0009/ PP-08-21/ A-05-21/ RZ-06-21
 This is an annexation and rezone application to annex 18.94 acres into the City of Eagle with an R-9 and MU zoning and a preliminary plat application to develop 125 residential lots, 16 common lots, and 1 commercial lot. This application includes a development a development agreement with the City of Eagle.

Lead Agency: City of Eagle

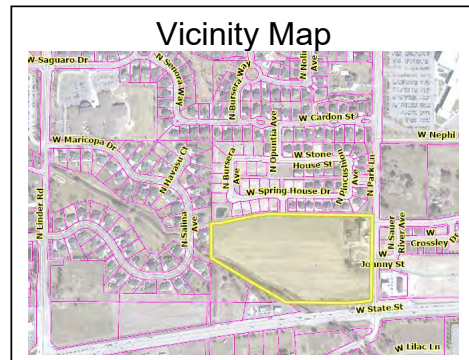
Site address: 101 N Park Lane

Staff Approval: September 30, 2021

Applicant: Lennar Homes of Idaho
 9169 W State Street, #1101
 Garden City, ID 83714

Representative: Dave Yorgason
 14254 W Battenberg Drive
 Boise, ID 83713

Staff Contact: Kelly Bruner
 Phone: 387-6132
 E-mail: kbruner@achdidaho.org
 Paige Bankhead
 Phone: 387-6293
 E-mail: pbankead@achdidaho.org



A. Findings of Fact

- Description of Application:** The applicant is requesting approval of an annexation and rezone application to annex 18.94 acres into the City of Eagle with an R-9 and MU zoning and a preliminary plat application to develop 125 residential lots, 16 common lots, and 1 commercial lot on 18.94 acres. This application includes a development agreement with the City of Eagle.

The City of Eagle designates this area as Mixed Use.

- Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Mixed Use	MU
South	Estate Residential, Community Commercial (Ada County)	R1, C2
East	Mixed Use	MU
West	Residential	R-2

- Site History:** ACHD has not previously reviewed this site for a development application.

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:
 - **EPP19-0011:** Route 44 Crossing, a development application for 41 residential lots, 8, commercial lots, and 11 common lots on 15.68 acres located southwest of the site and approved by ACHD on May 4th, 2020.
5. **Transit:** Transit services are not available to serve this site.
6. **New Center Lane Miles:** The proposed development includes 0.46 centerline miles of new public road.
7. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.
8. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**

There are no roadways, bridges or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP) or the District's Capital Improvement Plan (CIP).
9. **Roadways to Bikeways Master Plan:** ACHD's Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.

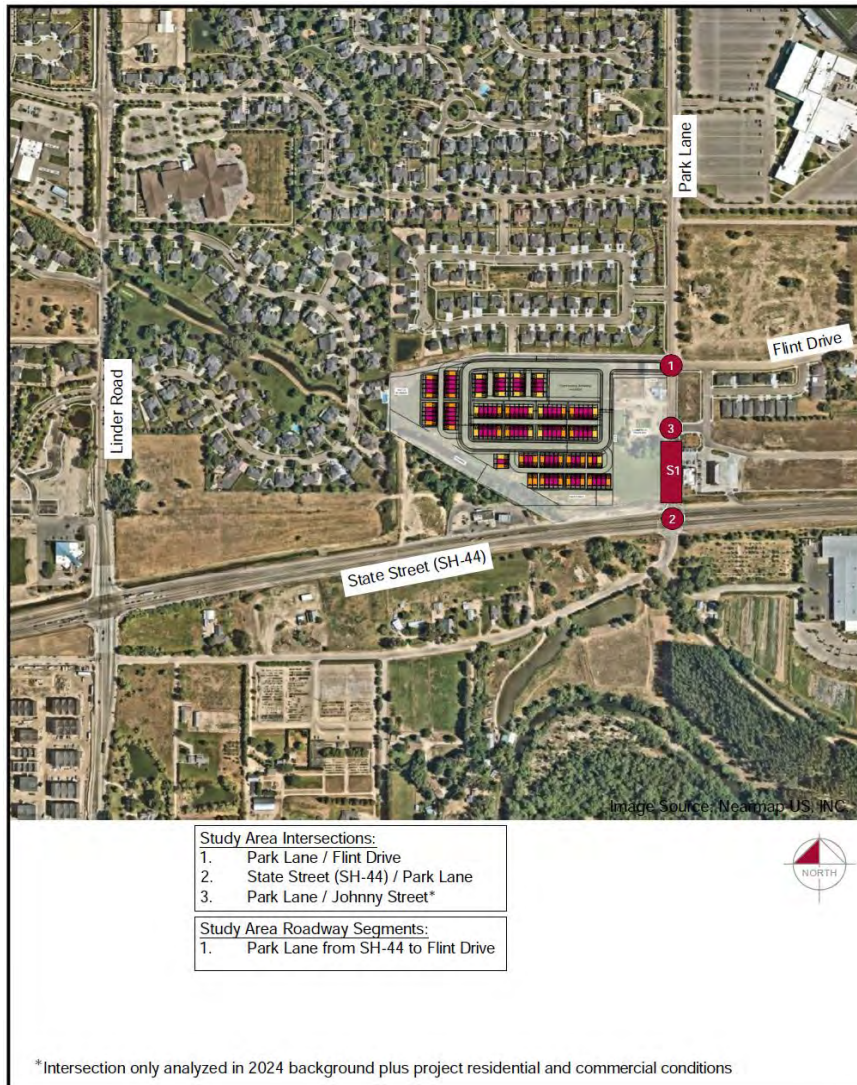
The BMP identifies Park Lane as an existing and future Level 1 facility.

B. Traffic Findings for Consideration

Trip Generation: This development is estimated to generate 3,744 additional vehicle trips per day and 207 additional vehicle trips per hour in the PM peak hour, based on the traffic impact study.

1. Traffic Impact Study

Kimley-Horn and Associates, Inc. prepared a traffic impact study for the proposed Skyview Subdivision. An executive summary of the findings **as presented by Kimley-Horn and Associates, Inc. is in Attachment 3**. The following executive summary is **not the opinion of ACHD staff**. ACHD has reviewed the submitted traffic impact study for consistency with ACHD policies and practices, and may have additional requirements beyond what is noted in the summary. ACHD Staff comments on the submitted traffic impact study can be found below under staff comments.



a. Policy

Mitigation Proposals: Mitigation recommendations shall be provided within the report. At a minimum, for each roadway segment and intersection that does not meet the minimum acceptable level of service planning threshold or v/c ratio, the report must discuss feasible measures to avoid or reduce the impact to the system. To be considered adequate, measures should be specific and feasible. Mitigation may also include:

- Revision to the Phasing Plan to coincide with the District's planning Capital Projects.
- Reducing the scope and/or scale of the project.

Alternative Mitigation Measures: 7106.7.3 states that if traditional mitigation measures such as roadway widening and intersection improvements are infeasible as determined by ACHD, the TIS may recommend alternative mitigation measures. Alternative mitigation measures shall demonstrate that impacts from the project will be offset.

- If the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP); no alternative mitigation is required.
- If the impacted roadway segments and/or intersections are not programmed in either the IFYWP or the CIP; the applicant may (i) analyze the shoulder hour and (ii) provide a safety analysis to determine alternative mitigation requirements.
 - If the impacted roadway segments and intersections meet the minimum acceptable level of service planning thresholds in the shoulder hour the applicant may suggest feasible alternative mitigation such as: sidewalks, bike facilities, connectivity, safety improvements, etc. within 1.5 miles of the proposed development.
 - If the shoulder hour planning thresholds are exceeded the applicant may request to enter into a Development Agreement and pay into the Priority Corridor Fund an amount determined by the ACHD to offset impacts from the project.
- Alternative Mitigation may also include:
 - Revision to the Phasing Plan to coincide with the District's future Capital Projects.
 - Reducing the scope and/or scale of the project.

Level of Service Planning Thresholds: District Policy 7206.4.1 states that, Level of Service Planning Thresholds have been established for principal arterials and minor arterials within ACHD's Capital Improvement Plan and are also listed in section 7106. Unless otherwise required to provide a Traffic Impact Study under section 7106, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation for a roadway or intersection that currently exceeds the minimum acceptable level of service planning threshold or V/C ratio.

- b. Staff Comments/Recommendations:** Staff has reviewed the submitted traffic impact study (TIS) and generally agrees with the findings and recommendations. The following sections list the recommend improvements required by ACHD with this development based on the study and District policy.

The TIS includes two separate scenarios for 2024 total traffic, one including residential only traffic and the other including both residential and commercial traffic based on the proposed commercial uses. All findings discussed in this staff report are based on the residential and commercial scenario.

1. Park Lane/Flint Drive Intersection

The applicant has proposed to construct a local road onto Park Lane that aligns with Flint Drive. The Park Lane/Flint Drive intersection meets all LOS thresholds for 2024 total traffic conditions. The findings of the study warrant construction of a northbound left-turn lane at the Park Lane/Flint Drive intersection for access to the site. The applicant should be required to widen Park Lane abutting the site to 3-lanes to include a two-way left-turn lane abutting the site, see the section for the Park Lane road segment below.

2. SH-44/Park Lane Intersection

The study shows that the intersection of SH-44/Park Lane meets ACHD's acceptable LOS thresholds under the existing conditions and 2024 background conditions, and recommends adding an additional eastbound left-turn lane and the addition of a

westbound through lane or a reconfiguration with two through lanes and one shared through/right-turn lane utilizing the existing roadway width to mitigate the 2024 total traffic conditions. The study also shows that there is inadequate storage for the southbound left-turn lane and westbound right-turn lane under all conditions and recommends extending the southbound left-turn lane to 470-feet and the westbound right-turn lane to 340-feet for the 2024 total traffic conditions.

Typically, the applicant would be required to extend the southbound left-turn lane to the required length recommended in the study. However, there is not enough space between the intersection and Johnny Street to extend the southbound left-turn lane the full 470-feet, and accommodate the required northbound left-turn lane for Access B that aligns with Johnny Street. The applicant should be required to extend the southbound left-turn lane to the north and then taper the southbound left-turn lane to transition to the northbound left-turn lane while still allowing sufficient queue length for both the northbound and the southbound left-turn lanes. The applicant should coordinate with Development Review staff on the design and taper location for the transition from northbound to southbound left-turn lanes for this segment of Park Lane south of Johnny Street at the time of the construction plan review.

SH-44 is under the jurisdiction of the Idaho Transportation Department (ITD). ITD has not required improvements at this intersection with this development.

3. Access B - Park Lane/Johnny Street Intersection

The Park Lane/Johnny Street intersection meets all LOS thresholds for 2024 total traffic conditions. The applicant has proposed a full access driveway for the future commercial development (Access B) and the study recommends constructing a northbound left-turn lane on Park Lane at this access. The applicant should be required to construct the northbound left-turn lane at the location of Access B and coordinate with Development Services on the design and taper location for the transition from northbound to southbound left-turn lanes for this segment of Park Lane south of Johnny Street as discussed above.

4. Park Lane Roadway Segment (SH-44 to Flint Drive)

The traffic impact study shows that Park Lane currently exceeds ACHD's acceptable level of service (LOS) planning thresholds for both a two-lane and three-lane collector roadway in the existing conditions in the AM peak hour. The study also shows that this segment will meet ACHD LOS thresholds for a 2-lane collector roadway in the PM peak hour under all conditions, as well as in the shoulder hours for the AM and PM peak hours. The study recommends widening Park Lane to a 3-lane or 5-lane collector roadway to mitigate the AM peak hour in the existing and future conditions. The applicant should be required to widen Park Lane abutting the site with a continuous center turn lane north of Johnny Street and dedicated northbound and southbound left-turn lanes south of Johnny Street, consistent with the turn lane analysis in the study and as noted above from the study recommendations. However, staff does not recommend widening Park Lane to 3 or 5-lanes off-site due to the fact it would not be infeasible to widen this roadway to mitigate a relatively short period of time where the road exceeds the acceptable LOS planning thresholds for a 2 and 3-lane collector road. Staff does not recommend widening Park Lane to 5-lanes or widening the off-site segment of Park Lane to 3-lanes due to the following:

- Park Lane only exceeds LOS thresholds for a 3-lane collector road for a relatively short time period, from 7:00 to 7:30 am based on the March 31, 2021 traffic counts. This is due to the traffic from SH-44 going to the high school located to the north of the site. The traffic then decreases substantially after this time period, and Park Lanes meets acceptable LOS planning thresholds for a 2-lane collector road for the

remainder of the AM peak hour time frame in the existing and future conditions based on staff's calculations of the projected traffic in the future in the 7:30 to 9:00 am timeframe. In addition, Park Lane meets LOS planning thresholds for a 2-lane collector road under the existing and future conditions in the PM peak hour. Widening Park Lane to 5-lanes to mitigate a 30 minute time period is not feasible when the PM peak hour and most of the AM peak hour meet LOS thresholds for a 2-lane collector road.

- There is an existing two-way left-turn lane abutting the high school, as well as a northbound right-turn lane for the high school's south access to help address the large increase in traffic volumes in the 30 minute time frame in the AM peak hour, allowing that segment of Park Lane to function as a 3-lane collector road.
- It is likely that the segment of Park Lane north of the high school operates acceptably as a 2-lane collector road in the peak hours under all conditions due to the fact that a majority of the high school traffic in the AM peak hour is coming from the south from SH-44. In addition, left-turn lanes are not currently warranted for the access points on Park Lane north of the high-school due to the low traffic generation and low density uses in the area. A traffic impact study will be required for future developments that are proposed to take access onto Park Lane and will generate more than 100 PM peak hour trips to assess the impacts to Park Lane and requirements for turn lanes consistent with District Policy.
- There is not enough existing right-of-way off-site to widen Park Lane to 5-lanes, making this improvement infeasible. In addition, widening Park Lane to 5-lanes only abutting the site would create confusion for drivers and would create a safety issue due to the limited site frontage, making it infeasible.

Therefore, the applicant should be required to only widen Park Lane to include a center turn lane from the SH-44/Park Lane intersection to the Park Lane/Flint Drive intersection, with dedicated northbound and southbound left-turn lanes for Access B and Park Lane/SH-44 intersection as discussed above, and a two-way left-turn lane extending from the Park Lane/Johnny Lane intersection to Access A.



Park Lane - Existing center turn lane extents are in green, and Skyview Subdivision will be required to construct a center turn lane and extend the southbound left-turn lane at the intersection of SH-44/Park Lane.

Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service	Existing Plus Project
**State Street/ SH-44	680-feet	Principal Arterial	1,784	N/A	N/A
Park Lane	695-feet	Collector	641 (AM) 264 (PM)	"F" (AM) Better than "D" (PM)	"F" (AM) Better than "D" (PM)

- * Acceptable level of service for a two-lane collector is "D" (425 VPH).
- * Acceptable level of service for a three-lane collector is "D" (530 VPH).
- ** ACHD does not set level of service thresholds for State Highways.

2. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for SH-44 east of Linder Road was 32,286 on 05/22/19.
- The average daily traffic count for Park Lane south of Floating Feather Road was 6,361 on 03/31/2021.

C. Findings for Consideration

1. Level of Service Planning Thresholds

The traffic impact study shows that Park Lane currently exceeds ACHD's acceptable level of service (LOS) planning thresholds for both a two-lane and three-lane collector roadway in the existing conditions in the AM peak hour. The study also shows that this segment will meet ACHD LOS thresholds for a 2-lane collector roadway in the PM peak hour under all conditions, as well as in the shoulder hours for the AM and PM peak hours. The study recommends widening Park Lane to a 3-lane or 5-lane collector roadway to mitigate the AM peak hour in the existing and future conditions. The applicant should be required to widen Park Lane abutting the site with a continuous center turn lane north of Johnny Street and dedicated northbound and southbound left-turn lanes south of Johnny Street, consistent with the turn lane analysis in the study and as noted above from the study recommendations. However, staff does not recommend widening Park Lane to 3 or 5-lanes off-site due to the fact it would not be infeasible to widen this roadway to mitigate a relatively short period of time where the road exceeds the acceptable LOS planning thresholds for a 2 and 3-lane collector road. Staff does not recommend widening Park Lane to 5-lanes or widening the off-site segment of Park Lane to 3-lanes due to the following:

- Park Lane only exceeds LOS thresholds for a 3-lane collector road for a relatively short time period, from 7:00 to 7:30 am based on the March 31, 2021 traffic counts. This is due to the traffic from SH-44 going to the high school located to the north of the site. The traffic then decreases substantially after this time period, and Park Lane meets acceptable LOS planning thresholds for a 2-lane collector road for the remainder of the AM peak hour time frame in the existing and future conditions based on staff's calculations of the projected traffic in the future in the 7:30 to 9:00 am timeframe. In addition, Park Lane meets LOS planning thresholds for a 2-lane collector road under the existing and future conditions in the PM peak hour. Widening Park Lane to 5-lanes to mitigate a 30 minute time period is not feasible when the PM peak hour and most of the AM peak hour meet LOS thresholds for a 2-lane collector road.
- There is an existing two-way left-turn lane abutting the high school, as well as a northbound right-turn lane for the high school's south access to help address the large increase in traffic volumes in the 30 minute time frame in the AM peak hour, allowing that segment of Park Lane to function as a 3-lane collector road.
- It is likely that the segment of Park Lane north of the high school operates acceptably as a 2-lane collector road in the peak hours under all conditions due to the fact that a majority of the high school traffic in the AM peak hour is coming from the south from SH-44. In addition, left-turn lanes are not currently warranted for the access points on Park Lane north of the high-school due to the low traffic generation and low density uses in the area. A traffic impact study will be required for future developments that are proposed to take access onto Park Lane and will generate more than 100 PM peak hour trips to assess the impacts to Park Lane and requirements for turn lanes consistent with District Policy.
- There is not enough existing right-of-way off-site to widen Park Lane to 5-lanes, making this improvement infeasible. In addition, widening Park Lane to 5-lanes only abutting the site would create confusion for drivers and would create a safety issue due to the limited site frontage, making it infeasible.

Therefore, the applicant should be required to only widen Park Lane to include a center turn lane from the SH-44/Park Lane intersection to the Park Lane/Flint Drive intersection, with dedicated northbound and southbound left-turn lanes for Access B and Park Lane/SH-44 intersection as discussed above, and a two-way left-turn lane extending from the Park Lane/Johnny Lane intersection to Access A.

2. SH-44/ State Street

SH-44/State Street is under the jurisdiction of the Idaho Transportation Department (ITD). The applicant, City of Eagle, and ITD should work together to determine if additional right-of-way or improvements are necessary on SH-44/State Street.

3. Park Lane

a. **Existing Conditions:** Park Lane is improved with 2-travel lanes and no curb, gutter or sidewalk abutting the site. There is 63-feet of right-of-way for Park Lane (25-feet from centerline).

b. **Policy:**

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-

of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. This segment of Park Lane is designated in the MSM as a Residential Collector with 2-lanes and on-street bike lanes, a 32-foot street section within 63-feet of right-of-way.

- c. **Applicant Proposal:** The applicant is proposing to improve Park Lane abutting the site with vertical curb, gutter, 10-foot wide planter strips and 5-foot wide detached concrete sidewalks.
- d. **Staff Comments/Recommendations:** The applicant's proposal meets District Policy and should be approved, as proposed. The applicant should be required to improve Park Lane as ½ of a 46-foot wide collector street section with vertical curb, gutter and 5-foot wide detached sidewalk abutting the site. If street trees are desired, a minimum 8-foot wide planter strip is required. For detached sidewalk, the applicant may dedicate additional right-of-way to total 2-feet behind the back of curb if necessary and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind the back of curb.

Consistent with the traffic impact study recommendations, the applicant should be required to construct a center turn lane from Johnny Street to Flint Drive to the north, and a dedicated northbound left-turn lane at Access B and extend the southbound left-turn lane to the north at the SH-44/Park Lane intersection. The applicant should coordinate the design of the of the turn lanes and tapers with work with Development Review staff.

4. Internal Local Roads and Commercial Road Segment

- a. **Existing Conditions:** There are no existing local roads within the site. There is an existing local road, Opuntia Avenue, that stubs to the site's north property line.
- b. **Policy:**

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Commercial Roadway Policy: District Policy 7208.2.1 states that the developer is responsible for improving all commercial street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7208.5 states that right-of-way widths for new commercial streets shall typically be 50 and 70-feet wide and that the standard street section will vary depending on the need for a center turn lane, bike lanes, volumes, percentage of truck traffic, and/or on-street parking.

- A 36-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and on-street parking.
- A 40-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane.
- A 46-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane and bike lanes.

Continuation of Streets Policy: District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system.
- Promotes the efficient delivery of services including trash, mail and deliveries.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Landscape Medians Policy: District policy 7207.5.16 states that landscape medians are permissible where adequate pavement width is provided on each side of the median to accommodate the travel lanes and where the following is provided:

- The median is platted as right-of-way owned by ACHD.
- The width of an island near an intersection is 12-feet maximum for a minimum distance of 150-feet. Beyond the 150-feet, the island may increase to a maximum width of 30-feet.
- At an intersection that is signalized or is to be signalized in the future, the median width shall be reduced to accommodate the necessary turn lane storage and tapers.
- The Developer or Homeowners Association shall apply for a license agreement if landscaping is to be placed within these medians.
- The license agreement shall contain the District's requirements of the developer including, but not limited to, a "hold harmless" clause; requirements for maintenance by the developer; liability insurance requirements; and restrictions.
- Vertical curbs are required around the perimeter of any raised median. Gutters shall slope away from the curb to prevent ponding.

- c. **Applicant's Proposal:** The applicant has proposed to extend Opuntia Avenue into the site and to construct all internal local roads as 37-foot wide local street sections with curb, gutter, and 5-foot wide concrete sidewalks within 63-feet of right-of-way.

The applicant has proposed to construct the entry portion of Flint Drive as a 50-foot wide local street section with 22-foot wide travel lanes, a 6-foot wide center landscape island, with vertical curb, gutter, 8-foot wide planter strips within 54-feet of right-of-way and 5-foot wide detached concrete sidewalks located outside of the right-of-way.

- d. **Staff Comments/Recommendations:** The applicant's proposal to construct the entry portion of Flint Drive and extend Opuntia Avenue into the site meets District Policy and should be approved, as proposed. However, the applicant's proposal to construct the remaining local roads as 37-foot wide local street sections does not meet District Policy and is not approved. The applicant should be required to construct Flint Drive to the east of Pincushion Avenue as 36-foot wide commercial street sections with vertical curb, gutter, 5-foot wide concrete sidewalks within 50-feet of right-of-way, and construct the entry portion of Flint Drive as a commercial street section. The remaining roads within the site should be constructed as local roads as 33-foot wide local street sections with rolled curb, gutter and 5-foot wide concrete sidewalks within 47-feet of right-of-way.

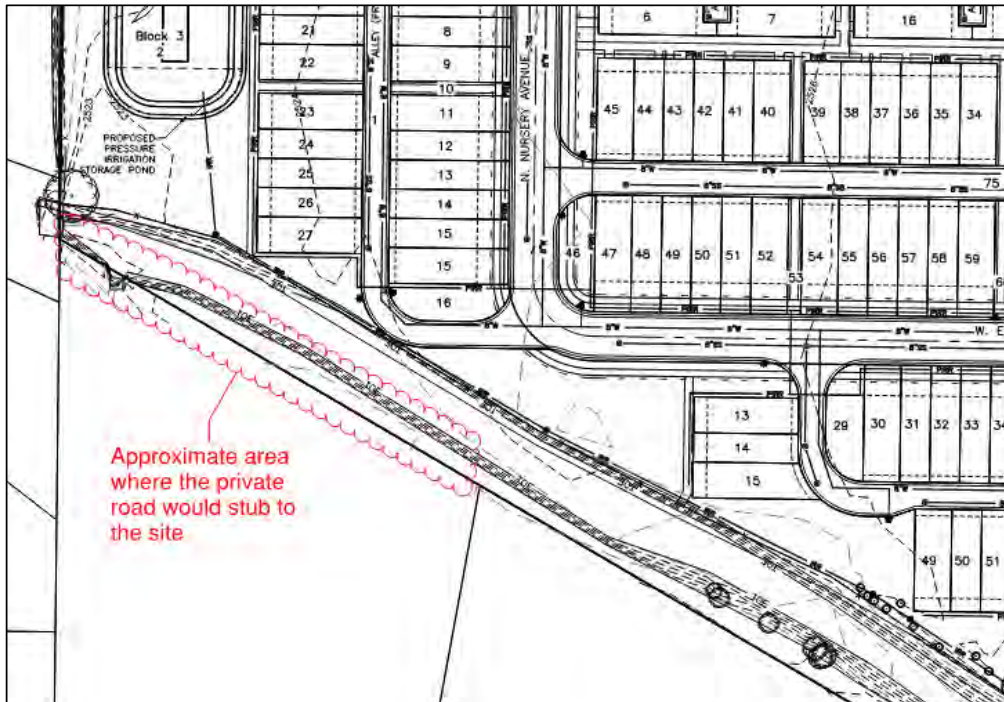
For detached sidewalk, the applicant may reduce the right-of-way width to 2-feet behind the back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind the back of sidewalk.

If street trees are desired, an 8-foot wide planter strip is required.

Staff recommends that the applicant consider constructing all internal roads as private roads, except for Flint Drive, see Finding 5 below.

5. City of Eagle - Private Road Extension into Site

The City of Eagle has indicated that they are requiring a private road that is proposed to stub to the site's southwest property line with the Route 44 development be extended into the site. District Policy doesn't support private roads extending into the site and then transitioning to public roads. If the City of Eagle requires the extension of the private street into the site, then staff recommends that all streets be constructed as private streets except for the extension of the stub street to Flint Drive and the portion of Flint Drive east of the stub street. The applicant should be required to submit an updated traffic analysis that shows the potential for cut-through traffic from the Route 44 development through the site and the impact to the site's accesses onto Park Lane prior to ACHD's approval of the first final plat.

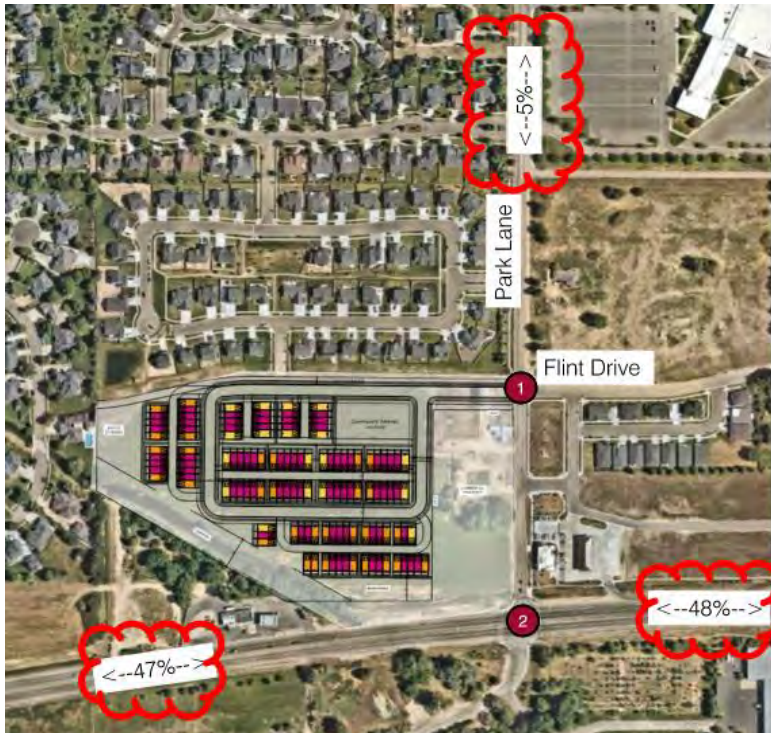


6. Neighborhood Concerns

The neighborhood directly north of the site has contacted staff about concerns for the potential cut-through traffic from this new development. The traffic impact study evaluated these concerns and indicated that it would not be advantageous for the site traffic to cut through the neighborhood to the north to reach Park Lane as there is not a signal any of the access points on Park Lane and it would not provide any additional benefit from using those access points rather than Flint Drive from the site to access Park Lane. In addition, the trip distribution for the site shows that less than 5% of site traffic will be traveling to and from the north as the majority of traffic traveling to and from the development will be traveling from SH-44.

The site traffic could also reach Linder Road by cutting through the northern neighborhoods, however, that is also unlikely due to the out-of-direction travel that would be required. In addition, it is unlikely that site traffic will cut through the northern neighborhoods to reach Linder Road given the limited amount of traffic traveling to and from the northern portion of Linder Road.

The number of trips within the existing neighborhood to the north to reach the commercial uses within the site would also most likely use Park Lane because it is a more direct route to take a right to go southbound on Park Lane and then a right into the commercial area, rather than taking numerous turns on local roads to reach the commercial area.



7. Roadway Offsets

a. **Existing Conditions:** There are no existing roadways within the site.

b. **Policy:**

Collector Offset Policy: District policy 7206.4.5, states that the preferred spacing for a new local street intersecting a collector roadway to align or offset a minimum of 330-feet from any other street (measured centerline to centerline).

Local Offset Policy: District policy 7207.4.2, requires local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline to centerline).

c. **Applicant's Proposal:**

- The applicant has proposed to construct a local road, Flint Drive, to intersect Park Lane, a collector road, aligned with Flint Drive east of Park Lane.
- The applicant has proposed to construct all local roads intersecting local roads internally with a minimum of 125-foot offset.

d. **Staff Comments/Recommendations:** The applicant's proposal meets District Policy and should be approved, as proposed.

8. Driveways

8.1 Park Lane

a. **Existing Conditions:** There is an existing 28-foot wide unpaved driveway from the site on to Park Lane located 241-feet south of the site's north property line, and an existing 23-foot wide unpaved driveway from the site on to Park Lane located 368-feet south of the site's north property line.

b. Policy:

Access Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

District Policy 7206.1 states that the primary function of a collector is to intercept traffic from the local street system and carry that traffic to the nearest arterial. A secondary function is to service adjacent property. Access will be limited or controlled. Collectors may also be designated at bicycle and bus routes.

Driveway Location Policy (Signalized Intersection): District policy 7206.4.3 requires driveways located on collector roadways near a signalized intersection to be located outside the area of influence; OR a minimum of 440-feet from the signalized intersection for a full-access driveway and a minimum of 220-feet from the signalized intersection for a right-in/right-out only driveway. Dimensions shall be measured from the centerline of the intersection to the centerline of the driveway.

Driveway Location Policy (Stop Controlled Intersection): District policy 7206.4.4 requires driveways located on collector roadways near a STOP controlled intersection to be located outside of the area of influence; OR a minimum of 150-feet from the intersection, whichever is greater. Dimensions shall be measured from the centerline of the intersection to the centerline of the driveway.

Successive Driveways: District policy 7206.4.5 Table 1, requires driveways located on collector roadways with a speed limit of 30 MPH and daily traffic volumes greater than 100 VTD to align or offset a minimum of 260-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7206.4.6 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Width Policy: District policy 7208.4.3 restricts commercial driveways to a maximum width of 40-feet.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7206.4.6, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7206.4.6.

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter, and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

c. Applicant's Proposal: The applicant is proposing to close both existing driveways from the site on to Park Lane with vertical curb, gutter, and sidewalk. Additionally, the applicant has proposed to construct a 45-foot wide curb return type driveway from the commercial portion of the site on to Park Lane aligning with Johnny Street as part of a future commercial development application.

- d. **Staff Comments/Recommendations:** The applicant's proposal meets District Policy and should be approved, as proposed, except for the applicant's proposal to construct a 45-foot wide curb return type driveway onto Park Lane. District Policy restricts commercial driveways to 40-feet. The applicant should be required to construct the driveway with this development application and construct it with a width less than or equal to 40-feet.

8.2 Commercial Access onto Internal Local Roads

- a. **Existing Conditions:** There are no local roads within the site.
- b. **Policy:**
 - Driveway Location Policy:** District policy 7207.4.1 requires driveways near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest local street intersection, and 150-feet from the nearest collector or arterial street intersection.
 - Successive Driveways:** District Policy 7207.4.1 states that successive driveways away from an intersection shall have no minimum spacing requirements for access points along a local street, but the District does encourage shared access points where appropriate.
 - Driveway Width Policy:** District policy 7207.4.3 states that where vertical curbs are required, residential driveways shall be restricted to a maximum width of 20-feet and may be constructed as curb-cut type driveways.
 - Driveway Paving Policy:** Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7207.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.
 - Driveway Width Policy:** District policy 7208.4.3 restricts commercial driveways to a maximum width of 40-feet. Most commercial driveways will be constructed as curb-cut type facilities.
- c. **Applicant's Proposal:** The applicant has not proposed a driveway for the commercial to access the internal local roads.
- d. **Staff Comments/Recommendations:** If the applicant desires to construct a driveway from the commercial portion of the site onto a local road within the site, the driveway shall be offset a minimum of 75-feet from any local street intersections and 150-feet from Park Lane. The driveway may be constructed as a curb cut type driveway and can be constructed to a maximum width of 40-feet.

9. Private Alleys/Roads

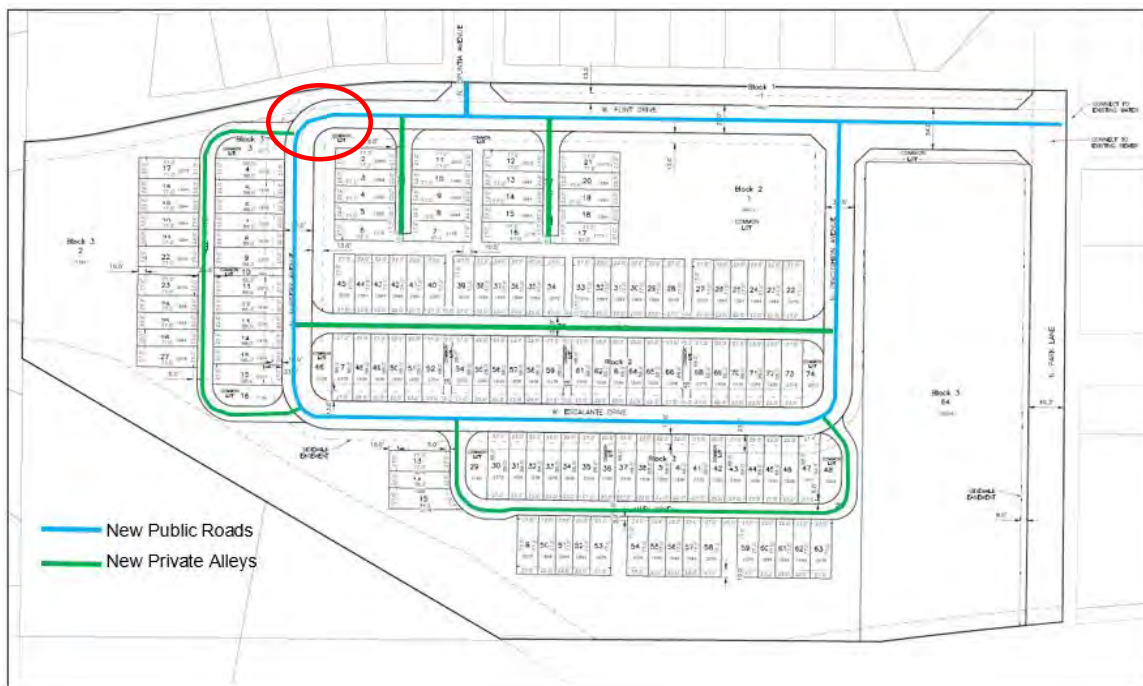
- a. **Policy:**
 - Driveway Location Policy:** District policy 7207.4.1 requires driveways near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest local street intersection, and 150-feet from the nearest collector or arterial street intersection.
 - Successive Driveways:** District Policy 7207.4.1 states that successive driveways away from an intersection shall have no minimum spacing requirements for access points along a local street, but the District does encourage shared access points where appropriate.
 - Driveway Width Policy:** District policy 7207.4.3 states that where vertical curbs are required, residential driveways shall be restricted to a maximum width of 20-feet and may be constructed as curb-cut type driveways.
 - Driveway Paving Policy:** Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7207.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

Private Road Policy: District policy 7212.1 states that the lead land use agencies in Ada County establish the requirements for private streets. The District retains authority and will review the proposed intersection of a private and public street for compliance with District intersection policies and standards. The private road should have the following requirements:

- Designed to discourage through traffic between two public streets,
- Graded to drain away from the public street intersection, and
- If a private road is gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

b. Applicant Proposal: The applicant has proposed 5 private alleys within the site, as shown in green below:

- Two 20-foot wide shared private alleys/roads onto Flint Drive located 368-feet and 555-feet west of Pincushion Avenue.
- A 20-foot wide private alley/road connecting Nursery Avenue and Pincushion Avenue located 120-feet north of Escalante Drive.
- A 20-foot wide private alley/road intersecting Nursery Avenue approximately 40-feet south of Flint Drive and aligning with Escalante Drive.
- A 20-foot wide private alley/road intersecting Escalante Drive at the Escalante Drive/



Pincushion Avenue intersection and 195-feet east of Nursery Avenue.

c. Staff Comments/Recommendations: The applicant's proposal for the private alleys/roads to intersect the public local roads meets District Policy, and should be approved, as proposed, except for the applicant's proposal to construct the private alley/road on Nursery Avenue 40-feet

south of Flint Drive as circled above in red. District Policy requires that driveways/private roads on local roads be offset a minimum of 75-feet from or align with local road intersections. In addition, staff has concerns about the sight distance at this intersection. The applicant should be required to construct the private road/alley to intersect Nursey Avenue so that it aligns with Flint Drive.

If the City of Eagle approves the private roads/alleys, the applicant shall be required to pave the private roadway/alleys their full width and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by the City of Eagle, the applicant will be required to revise and resubmit the preliminary plat to meet District Policy for public alleys or local streets

Street name and stop signs are required for the private road. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

ACHD does not make any assurances that the private road, which is a part of this application, will be accepted as a public road if such a request is made in the future. Substantial redesign and reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

The following requirements must be met if the applicant wishes to dedicate the roadways to ACHD:

- Dedicate a minimum of 50-feet of right-of-way for the local roads.
- Construct the roadway to the minimum ACHD requirements.
- Construct a stub street to the surrounding parcels.

10. Traffic Calming

- a. Speed Control and Traffic Calming Policy (Local):** District policy 7207.3.7 states that the design of local street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. The District will also consider texture changes to the roadway surface (i.e. stamped concrete) as a passive design element. These alternative methods may require maintenance and/or license agreement.
- b. Staff Comments/Recommendations:** The applicant has proposed to construct Escalante Drive and Flint Drive as straight roads that are longer than 750-feet in length. These 2 roads will need to be redesigned to reduce the length of the roadways or to include the use of passive design elements. Stop signs, valley gutters and speed humps are not acceptable traffic calming measures. Staff recommends that the applicant consider constructing all internal roads as private roads with the exception of Flint Drive.

The applicant should be required to submit a revised preliminary plat showing the redesigned roadways for review and approval prior to ACHD's signature on the first final plat.

11. Tree Planters

Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

12. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

D. Site Specific Conditions of Approval

1. Prior to ACHD's signature on the first final plat, submit a revised preliminary plat showing the redesigned roadways Escalante Drive and Flint Drive for review and approval. Stop signs, valley gutters and speed humps will not be accepted as traffic calming measures. Staff recommends that the applicant consider constructing all internal roads as private roads with the exception of Flint Drive.
2. If the City of Eagle requires a private road be extended into the site from the Route 44 development to the south, then all streets be constructed as private streets except for the extension of the stub street to Flint Drive and the portion of Flint Drive east to Park Lane and the applicant should be required to submit an updated traffic analysis that shows the estimated trips through the site and its impacts on the accesses from the site onto Park Lane prior to ACHD's approval of the first final plat.
3. Improve Park Lane abutting the site as ½ of a 46-foot wide collector street section with vertical curb, gutter, a minimum 6-foot wide planter strip and 5-foot wide detached concrete sidewalk abutting the site, as proposed. Dedicate additional right-of-way to total 2-feet behind the back of sidewalk. For detached sidewalk, the applicant may dedicate additional right-of-way to total 2-feet behind the back of curb if necessary and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind the back of curb.
4. Construct a center turn lane abutting the site on Park Lane from Johnny Street to Flint Drive.
5. Extend the southbound left-turn lane at SH-44/Park Lane and construct a dedicated northbound left-turn lane on Park Lane at Access B that aligns with Johnny Street. Coordinate with Development Review staff to determine the appropriate location to taper the southbound left-turn lane to the northbound left-turn lane for Access B.
6. Construct Flint Drive to intersect Park Lane so that it aligns centerline to centerline with Flint Drive, as proposed.
7. Extend Opuntia Avenue into the site, as proposed.
8. Construct Flint Drive to the east of Pincushion Avenue as a 36-foot wide commercial street section with vertical curb, gutter and 5-foot wide concrete sidewalk within 50-feet of right-of-way.
9. Construct the entry portion of Flint Drive as a 50-foot wide commercial street section with 22-foot wide travel lanes, a 6-foot wide center landscape island, with vertical curb, gutter, 8-foot wide planter strips within 54-feet of right-of-way and 5-foot wide detached concrete sidewalks located outside of the right-of-way.
10. If the applicant chooses to construct private roads for the internal roads within the development, all roads may be private roads except for Opuntia Avenue and Flint Drive east of Opuntia Avenue to Park Lane.
11. If the internal roads will not be private, construct all other internal roads as 33-foot wide local street sections with rolled curb, gutter and 5-foot wide concrete sidewalks within 47-feet of right-of-way.

12. If street trees are desired, an 8-foot wide planter strip is required.
13. For detached sidewalk located outside of the right-of-way, the applicant may provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind the back of curb.
14. Close the existing 28-foot wide unpaved driveway from the site onto Park Lane located 241-feet south of the site's north property line, and the existing 23-foot wide unpaved driveway from the site on to Park Lane located 368-feet south of the site's north property line with curb, gutter and sidewalk, as proposed.
15. Construct a curb return type driveway, Access B, with a width less than or equal to 40-feet onto Park Lane that aligns centerline to centerline with Johnny Street, as proposed.
16. Construct the following private alleys/roads onto the local roads within the site, as proposed:
 - Two 20-foot wide shared private alleys/roads onto Flint Drive located 368-feet and 555-feet west of Pincushion Avenue.
 - A 20-foot wide private alley/road connecting Nursery Avenue and Pincushion Avenue located 120-feet north of Escalante Drive.
 - A 20-foot wide private alley/road intersecting Nursery Avenue aligning with Flint Drive and Escalante Drive.
 - A 20-foot wide private alley/road intersecting Escalante Drive at the Escalante Drive/Pincushion Avenue intersection and 195-feet east of Nursery Avenue.
17. If the applicant chooses to construct a driveway onto the internal local roads for the commercial portion of the site, the driveways shall be offset a minimum of 75-feet from local street intersections and 150-feet from Park Lane and constructed with a width equal to or less than 40-feet. These driveways may be constructed as curb cut type driveways.
18. Street name and stop signs are required for the private alleys/roads. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.
19. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.
20. Payment of impact fees is due prior to issuance of a building permit.
21. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.

5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

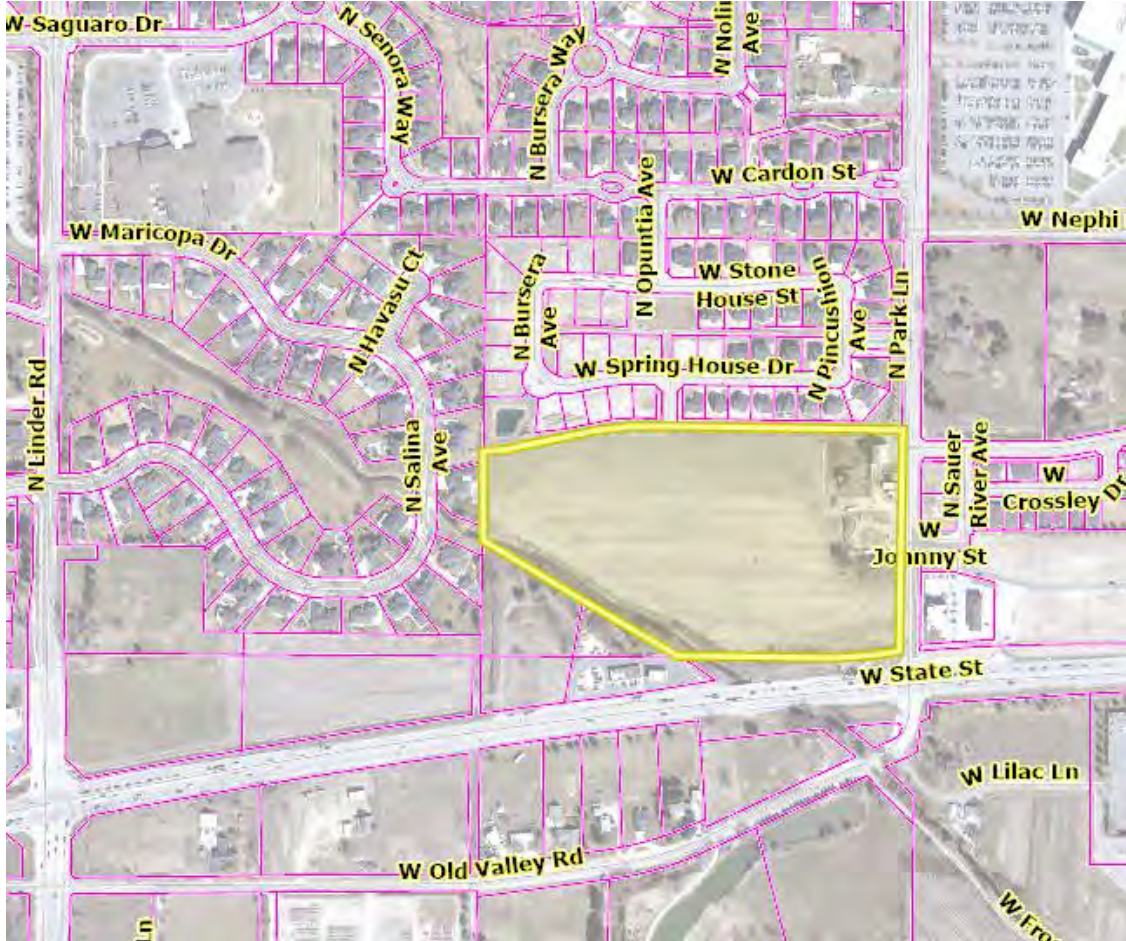
F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

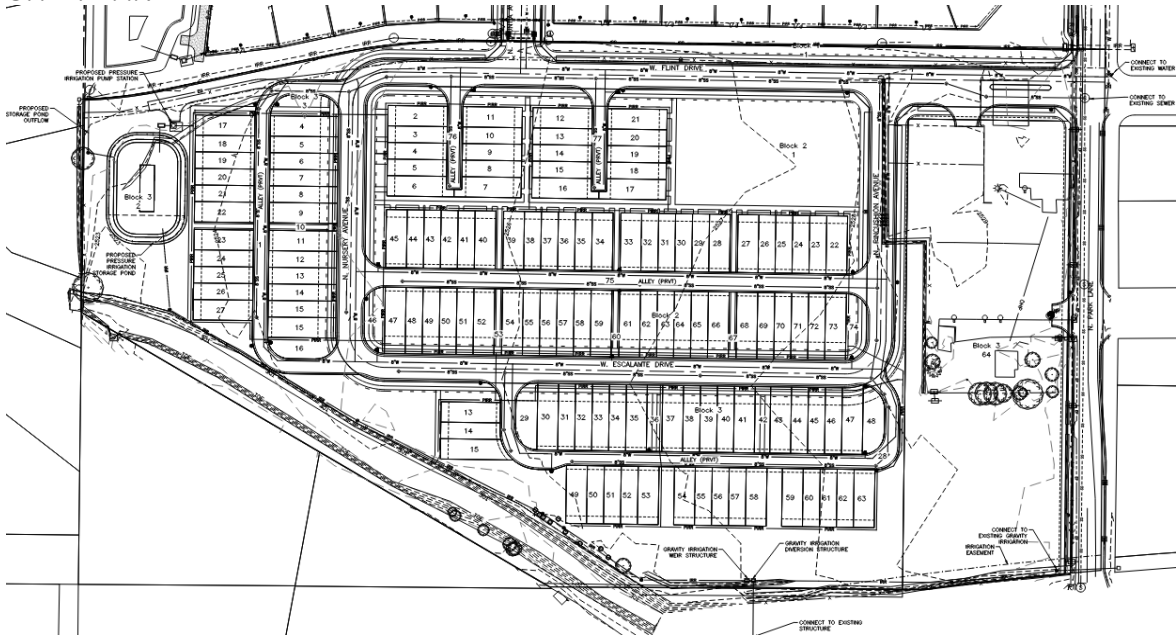
G. Attachments

1. Vicinity Map
2. Site Plan
3. TIS Executive Summary
4. Utility Coordinating Council
5. Development Process Checklist
6. Request for Reconsideration Guidelines OR Appeal Guidelines

VICINITY MAP



SITE PLAN



1. EXECUTIVE SUMMARY

1.1. Introduction and Project Description

This report documents a traffic impact study for a proposed residential development located north of SH-44 (State Street) and west of Park Lane in the City of Eagle, Ada County, Idaho.

The proposed Skyview Subdivision residential development is to be located on approximately 19-acres and is anticipated to consist of 125 multifamily townhomes.

A portion of the parcel, approximately 3.5 acres, is reserved for future commercial development. While there are no current plans to develop the commercial area, for analysis purposes, in addition to a residential only analysis, scenarios with both residential and commercial development was completed to evaluate the potential impact on the transportation system.

The proposed development accesses the Park Lane / Flint Drive intersection by adding an eastbound approach to the intersection. This will be the primary access to the development. The development will also connect an existing stub road with the residential subdivision to the north.

The residential project is anticipated to be completed in 2024. Existing (2021) and future 2024 traffic conditions were analyzed as part of this study.

The project location and study area intersections included are shown in **Figure ES-1**.

1.2. Findings

- The proposed Skyview Subdivision residential development is estimated to generate 904 daily trips, with 59 occurring in the AM peak hour and 72 occurring in the PM peak hour on a typical weekday at full buildout.
- The proposed Skyview Subdivision residential and commercial development combined is estimated to generate 3,744 daily trips, with 197 occurring in the AM peak hour and 207 occurring in the PM peak hour on a typical weekday at full buildout.

1.2.1. Existing (2021) Conditions

- AM and PM peak period turning movement count data and 24-hour roadway segment data was collected on Wednesday, March 31, 2021, for study area intersections and roadways.
- Crash data at existing study intersections and roadway segments for the most recent five years (2015-2019) was obtained. A total of 23 crashes were recorded at the intersections in the most recent five-year period with crash data available. Those 23 crashes resulted in 11 injury crashes (48%), 11 property damage only crashes (48%), and 1 fatal crash (4%).
- The Park Lane roadway segment currently operates at volumes exceeding the level of service (LOS) D planning threshold for Collector roadways in the AM peak hour.
- The Park Lane roadway segment operates at volumes within the LOS D planning threshold during the AM shoulder hour.
- The two existing study intersections were found to operate at acceptable LOS during the existing weekday AM and PM peak hours.
- The following storage is required to accommodate the 95th percentile queue at the SH-44 / Park Lane intersection:
 - Southbound left-turning movement, approximately 345 feet
 - Westbound right-turning movement, approximately 305 feet

1.2.2. 2024 Background Conditions

- 2024 background traffic volumes were forecasted by applying growth rates provided by COMPASS to the 2021 collected traffic volumes.
- The Park Lane roadway segment continues to operate at volumes exceeding the LOS D planning threshold for Collector roadways.
- The Park Lane roadway segment operates at volumes within the LOS D planning threshold during the AM shoulder hour.
- The two study intersections operate at acceptable LOS during the weekday AM and PM peak hours.
 - SH-44 / Park Lane westbound through movement v/c 0.94 in the PM peak hour
- The following storage is required to accommodate the 95th percentile queue at the SH-44 / Park Lane intersection:
 - Southbound left-turning movement, approximately 305 feet
 - Westbound right-turning movement, approximately 255 feet

1.2.3. 2024 Background Plus Project Conditions

1.2.3.1. Residential Only

- The Park Lane roadway segment operates at volumes exceeding the LOS D planning threshold for Collector roadways.
- The Park Lane roadway segment operates at volumes within the LOS D planning threshold during the AM shoulder hour.
- A northbound left-turn lane is warranted in the AM peak hour at the Park Lane / Project Access A intersection.
- The two study intersections operate at acceptable LOS during the weekday AM and PM peak hours.
 - SH-44 / Park Lane westbound through movement v/c 0.98 in the PM peak hour
- The following storage is required to accommodate the 95th percentile queue at the SH-44 / Park Lane intersection:
 - Southbound left-turning movement, approximately 350 feet
 - Westbound right-turning movement, approximately 265 feet

1.2.3.2. Residential and Commercial

- The Park Lane roadway segment operates at volumes exceeding the LOS D planning threshold for Collector roadways.
- The Park Lane roadway segment operates at volumes within the LOS D planning threshold during the AM shoulder hour.
- A northbound left-turn lane is warranted in the AM peak hour at the Park Lane / Project Access A intersection.
- The three study intersections operate at acceptable LOS during the weekday AM and PM peak hours, with exception of the SH-44 / Park Lane intersection in the PM peak hour (v/c 1.02, LOS F)
 - SH-44 / Park Lane westbound through movement v/c 0.99 in the PM peak hour
 - SH-44 / Park Lane eastbound left-turn movement v/c 1.05 in the PM peak hour
- The following storage is required to accommodate the 95th percentile queue at the SH-44 / Park Lane intersection:
 - Southbound left-turning movement, approximately 470 feet
 - Westbound right-turning movement, approximately 340 feet

1.3. Traffic Mitigations

- Roadway segment capacity analyses of Park Lane showed that anticipated traffic volumes exceed the ACHD planning threshold for Collectors in the AM peak hour. The collected existing data shows a dramatic influx of NB AM traffic volumes from 7:00 AM to 7:45 AM. The high peaking vehicle traffic volumes are attributed to Eagle High School, located north of the project area on Park Lane.
- The shoulder hour analyses show the roadway segment capacity within the LOS D planning threshold for Collector roadways.
- Two Park Lane mitigation alternatives were evaluated.
- Additional mitigations for SH-44 / Park Lane were evaluated to bring the intersection and movements within ACHD LOS thresholds

1.3.1. Mitigation Alternative #1 – Park Lane three-lane cross section with one lane in each direction and a center TWLTL from SH-44 to Flint Drive.

- The Park Lane roadway segment operates at volumes exceeding the LOS D planning threshold for Collector roadways.
- The existing study intersections operate at acceptable LOS during the existing weekday AM and PM peak hours.

1.3.2. Mitigation Alternative #2 – Park Lane five-lane cross section with two lanes in each direction and a center TWLTL from SH-44 to Flint Drive

- The Park Lane roadway segment operates at volumes within the LOS D planning threshold for Collector roadways.
- The existing study intersections operate at acceptable LOS during the weekday AM and PM peak hours.

1.3.3. SH-44 / Park Lane Traffic Mitigations

The following mitigation measures improve the SH-44 / Park Lane intersection to meet the ACHD LOS thresholds:

- Additional eastbound left-turn lane
- Additional westbound through lane or a configuration with two through lanes and one shared through/right-turn lane

Results of the mitigated intersection analyses for PM scenarios show acceptable LOS for the intersection and movements. Note, the Mitigation Alternative #1 and #2 scenarios produce the same intersection results.

In the mitigated scenario results, the outside westbound approach lane was analyzed as a shared through/right-turn lane approximately 150 ft. long, matching the existing roadway width. The queue reported resembles the through movement queue as it was analyzed as a shared lane. When analyzed as a separate right-turn lane (three westbound through lanes and one right-turn lane), the 95th percentile queue length is 175 ft. in the 2024 residential and commercial PM scenario.

Approximately 305 feet of storage would be required to accommodate the southbound left-turn queue in the 2024 residential and commercial scenario.

1.3.4. Alternative Mitigations

Shoulder hour analyses results for Park Lane shows that the roadway segment meets ACHD LOS thresholds for the various traffic scenarios. Consistent with ACHD Policy 7106.7.3, various alternative mitigation measures were identified in the project area. Some mitigations may require further evaluation for feasibility. Potential alternative mitigation measures regarding multimodal connectivity and safety at the following locations surrounding the study area were identified (see Section 6.3).

- Safety and multimodal connectivity improvements at the Park Lane / Cardon Street / South Eagle High School Driveway intersection
- Safety and multimodal connectivity improvements at the Park Lane / Prickly Pear Drive / North Eagle High School Driveway intersection.
- Safety and multimodal connectivity improvements at the Park Lane / Prickly Pear Drive / Middle Eagle High School Driveway intersection.
- Multimodal connectivity improvements along the Park Lane corridor.
- Network sidewalk gap connectivity at three locations near the study area.
- Safety and multimodal connectivity improvements at the Park Lane / Floating Feather Road intersection.

1.4. Recommendations

- While the ACHD LOS D planning threshold of peak hour directional trips is anticipated to be exceeded in the northbound direction in the AM peak hour on Park Lane, high traffic is concentrated to a short time period associated with Eagle High School, located just north of the development. The AM traffic on Park Lane exceeds planning level thresholds in existing 2021 conditions and is not a result of the proposed development.
- The shoulder hour roadway segment capacity analysis completed shows Park lane operating within volumes of the ACHD LOS D planning threshold outside of the peak hours for all traffic scenarios.
- A northbound left-turn storage lane is warranted at the Park Lane / Flint Drive and Project Access A in the 2024 background plus project residential only AM peak hour scenario.
 - The northbound left-turn storage is not warranted in the 2024 background plus project residential only AM shoulder hour scenario.
- Based on the 2024 background plus project residential only traffic scenario, no other roadway improvements are recommended.
- It is recommended when the commercial property is developed, if land uses differ greatly from those assumed as part of this study, an update to this study or a new TIS be considered to properly identify possible improvements in the area.
- When the commercial area of land is developed in the future, a center TWLTL from SH-44 to Flint Drive could be considered to allow better access to the commercial areas and driveways, where a greater number of trips will occur.
- The SH-44 / Park Lane intersection requires the following mitigations to bring intersection and movement operations within ACHD LOS thresholds in the 2024 residential and commercial scenario:
 - Additional eastbound left-turn lane
 - Additional westbound through lane or a configuration with two through lanes and one shared through/right-turn lane
- Based on the shoulder hour analysis, various alternative mitigations may be considered (Section 6.3)

Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iduucc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- Submit a development application to a City or to Ada County
- The City or the County will transmit the development application to ACHD
- The ACHD **Planning Review Section** will receive the development application to review
- The **Planning Review Section** will do one of the following:
 - Send a “**No Review**” letter to the applicant stating that there are no site specific conditions of approval at this time.
 - Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- For **ALL** development applications, including those receiving a “**No Review**” letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

- Driveway or Property Approach(s)**
 - Submit a “Driveway Approach Request” form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.
- Working in the ACHD Right-of-Way**
 - Four business days prior to starting work have a bonded contractor submit a “Temporary Highway Use Permit Application” to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50’ or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

- Sediment & Erosion Submittal**
 - At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.
- Idaho Power Company**
 - Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.
- Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action:** A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.
 - a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be seconded by any Commissioner and is voted on by all Commissioners present.

If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.
 - b. The request must be in writing and delivered to the Secretary of the Highway District no later than 11:00 a.m. 2 days prior to the Commission's next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.
 - c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.
 - d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.
 - e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.
 - f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.

ACHD Board of Directors
3775 Adams St.
Garden City, ID 83714

11/1/2021

RE: In support of the Notice of Appeal Regarding the Staff Approval for the Skyview Subdivision and Request for a Public Hearing of the Skyview Subdivision Plan.

Dear ACHD Board of Directors,

On October 14, 2021, William J. Ziebell of Eagle, Idaho filed a Notice of Appeal regarding the Staff Report and approval for the Skyview Subdivision with the ACHD. The Staff Report affects the Park Lane and Highway 44 Intersection as well as school, residential and commercial access on Park Lane as well as the traffic between Skyview and Spring House subdivisions on N. Opuntia Ave.

The Spring House Homeowners Association and Board of Directors are in support of the Notice of Appeal of the Staff Approval for the Skyview Subdivision and request for a public hearing of the Skyview Subdivision plan.

A public hearing will give the many Park Lane community members the opportunity to review the plan and ask questions, request new and comprehensive traffic studies, request changes to increase Highway 44 intersection safety, and to challenge ACHD staff considerations that impact safety, livability and workability along Park Lane.

This Skyview Subdivision plan is not just about the Skyview subdivision. It is about the impact it will have on the thousands of students, teachers, residents and families that study, work, and live along Park Lane from Highway 44 to W. Homer Road, as well as the many hundreds more that will occupy the many developments along Park Lane in the future including Skyview!

In the past several years there has been one high school student traffic fatality at the Park Lane and Highway 44 Intersection, and the pedestrian fatality of a landscaper on West Cardon St at Park Lane. These are examples of how impacted and dangerous the traffic is in this small area.

Let us raise the awareness of this plan and get more community involvement to get it right! Please schedule and publicize a Public Hearing before this development is approved!

Respectfully,



Corey Sprott
President
Springhouse HOA
4053 W Spring House Drive
Eagle, ID 83616



Kent Goldthorpe, President
Dave McKinney, Vice President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

Capital Projects

01 Nov 2021

STAFF REPORT

TO:
FROM: Dave Serdar - Right of Way Supervisor - dserdar@achdidaho.org
SUBJECT: Condemnation of Public Right of Way for Ten Mile Road & Victory Road-
319038, P-1, Murgoitio
MEETING: **Commission Meeting - 10 Nov 2021**

ATTACHMENT(S):
[Murgoitio Condemnation, 319038, P-4, 11-10-21](#)



Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

Right of Way

October 26, 2021

TO: ACHD Board of Commissioners, Bruce S. Wong, Director

FROM: Dave Serdar, Right of Way Supervisor

SUBJECT: **Authorization / Order of Condemnation**

Ten Mile Rd and Victory Rd
ACHD Project #319038, P-4

Property Address(s): 3030 W. Victory Rd, Meridian, ID 83642

Staff Report for *November 10, 2021*, Commission Meeting- Regular Agenda

Executive Summary

This action is for the order of Condemnation of 0.859 acres (37,407 SF), Fee Simple, more or less; A parcel being a portion of the SW ¼ of the SW ¼ of Section 23, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho: 0.245 acre (10,668 SF), Permanent Easement (Permanent Easement A); and 0.011 acres, (467 SF), Permanent Easement (Permanent Easement B), 0.14 acre (6,293 SF) Temporary Easement, more or less.

Facts & Findings

The scope for the Ten Mile Rd and Victory Rd project is to replace the existing intersection with a multi-lane roundabout that can be widened to a dual-lane roundabout. Includes the replacement/widening of the bridge over the irrigation lateral on Ten Mile Rd, north of Victory Rd.

This parcel is located on the northeast corner of the intersection of Ten Mile Rd and Victory Rd. This segment is currently included in the 2021-2025 Integrated Five Year Work Plan and was approved for construction in the FY22 Budget adopted by the Commission on August 25, 2021.

1. **Property Location:** The parcel is located in the SW ¼ of the SW ¼ of Section 23, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho. The property contains 39.65 acres (1,727,154 SF); prior to the acquisition of ACHD.
2. **Property Zoning:** The property is currently zoned (RUT), Rural-Urban Transition. *(See aerial maps and legal description attached hereto as Exhibit "A" to the Order of Condemnation)*

3. **Property Acquisition:** The property necessary for the project is 37,407 square feet of Fee Simple Right-of-Way and 11,135 square feet of Permanent Easement for Permanent Easement A and B for the Ten Mile Rd and Victory Rd Project. The taking of the Property is a public use authorized by law. *(See Exhibit "A" and "B" to the Order of Condemnation attached hereto) ("Property")*.
4. **Project Schedule:** Project construction will be in FY22.
5. **Good Faith Negotiations:** ACHD has attempted to negotiate, in good faith, to purchase from the property owner, Richard J and Rose Murgoitio, the necessary and required property without success. The property owner has been offered the appraised fair market value for land and improvements. The agent has been negotiating with the Richard J and Rose Murgoitio, to come to an agreement.
 - July 12, 2021: Offer Letter package including the appraisal was mailed out to the property owner by certified mail.
 - September 28, 2021: Final 10-day letter mailed certified and regular mail
 - October 4, 2021: Agent left phone message for return call.
 - October 6, 2021: Agent spoke to owner regarding project and set up on-site meeting for October 15 to discuss project impacts.
 - October 15, 2021: Agent met with owner and discussed project impacts and proposed compensation. Owner is disinterested in appraised compensation amount requesting new proposal to be presented. Cost to Cure was discussed for the farm equipment adjustments that will be necessary due to project impacts. Agent agreed to take proposal to management to relay project impact and compensation concerns.
 - November 1, 2021: Agent called owner and offered an increased amount. Cost to Cure compensation amount is still to be determined.
 - Owner has refused to sign a Right of Entry.

To acquire the property rights necessary for the Project, staff is presenting the proposed Order of Condemnation for your review and consideration.

Fiscal Implications

Right of Way was funded in FY21. The project is funded for construction in FY22; any delay will impact budget execution.

Policy Implications

The public necessity for this condemnation was generated by the Ten Mile Rd and Victory Rd Project, approved by the ACHD Commission with their adoption of the 2021-2021 Integrated Five Year Work Plan on September 23, 2020.

Alternatives

1. Approve the Order to Condemnation and authorize its execution by the Board of Commissioners.
2. Do not approve the Order of Condemnation.

Recommendation

1. Authorize Staff to initiate an action in the Fourth Judicial District to condemn the Property necessary for the public right-of-way for the Project.
2. In accordance with the provisions of Section 7-701 *et. seq.* and Section 40-1310 of the *Idaho Code*, the Board of Commissioners declare that the lands sought to be condemned are necessary for a public highway, sign the “Order of Condemnation” for the above-listed parcel and enter into the minutes of the meeting that the property to be acquired is necessary for a public highway and public use.
3. The Board of Commissioners executes one (1) original of the Order of Condemnation for the Property.

Attachment(s):

1. Order of Condemnation and Exhibits
 - Exhibit “A” – Right-of-Way Requirement Legal Description
 - Exhibit “B” – Site and Vicinity Maps showing access

cc: Richard J and Rose Murgoitio

Exhibit "A"

Ada County Highway District
Ten Mile Rd and Victory Rd Roundabout
ACHD Project No. 319038

Parcel 4 Right-of-Way Requirement Description

A parcel being a portion of the SW ¼ of the SW ¼ of Section 23, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southwest corner of said Section 23, from which an Aluminum Cap monument marking the southeast corner of the SW ¼ of said Section 23 bears S 89°07'56" E a distance of 2655.17 feet;

Thence S 89°07'56" E along the southerly boundary of said SW ¼ a distance of 540.00 feet to a point;

Thence leaving said southerly boundary N 0°52'04" E a distance of 25.00 feet to a point on the northerly right-of-way of W. Victory Road, the **POINT OF BEGINNING**;

Thence along said right-of-way N 89°07'56" W a distance of 130.81 feet to a point, being the northeasterly corner of that property deeded to Ada County Highway District by Warranty Deed Recorded as Instrument No. 111100215, records of Ada County, Idaho;

Thence continuing along said right-of-way, being previously described in said Warranty Deed Instrument No. 111100215, the following courses and distances:

Thence N 83°23'00" W (formerly N 83°22'55" W) a distance of 120.90 feet to a point;

Thence N 89°07'56" W (formerly N 89°07'51" W) a distance of 233.09 feet to a point;

Thence N 58°45'10" W (formerly N 58°45'05" W) a distance of 36.26 feet to a point on the easterly right-of-way of S. Ten Mile Road;

Thence along said easterly right-of-way N 0°22'43" E a distance of 1272.73 feet to a point on the northerly boundary of said SW ¼ of the SW ¼;

Thence along said northerly boundary S 89°05'33" E a distance of 20.50 feet to a point;

Thence leaving said northerly boundary S 0°22'43" W a distance of 1022.71 feet to a point of curvature;

Thence a distance of 45.11 feet along the arc of a 660.00 foot radius curve left, said curve having a central angle of 3°54'56" and a long chord bearing S 1°34'45" E a distance of 45.10 feet to a point of tangency;

Thence S 9°08'28" E a distance of 78.01 feet to a point of curvature;

Thence a distance of 113.30 feet along the arc of a 406.00 foot radius curve left, said curve having a central angle of 15°59'21" and a long chord bearing S 18°37'10" E a distance of 112.93 feet to a point of compound curvature;

Exhibit "A"

Thence a distance of 46.54 feet along the arc of a 71.00 foot radius curve left, said curve having a central angle of 37°33'33" and a long chord bearing S 45°23'36" E a distance of 45.71 feet to a point;

Thence S 89°07'56" E a distance of 267.50 feet to a point;

Thence S 82°00'26" E a distance of 88.68 feet to a point;

Thence S 89°07'56" E a distance of 55.42 feet to a point;

Thence S 0°52'04" W a distance of 9.50 feet to the **POINT OF BEGINNING**.

This parcel contains 37,407 square feet (0.859 acres) and is subject to any easements existing or in use.

Prepared By: Clinton W. Hansen
Land Solutions, PC
March 13, 2020



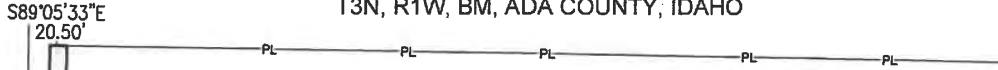
Exhibit "A"

ACHD RIGHT-OF-WAY REQUIREMENT - PARCEL 4 - EXHIBIT

ACHD PROJECT - TEN MILE RD AND VICTORY RD ROUNDABOUT

ACHD PROJECT NO. 319038

LOCATED IN THE SW 1/4 OF SECTION 23,
T3N, R1W, BM, ADA COUNTY, IDAHO



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	45.11'	660.00'	3°54'56"	S1°34'45"E	45.10'
C2	113.30'	406.00'	15°59'21"	S18°37'10"E	112.93'
C3	46.54'	71.00'	37°33'33"	S45°23'36"E	45.71'

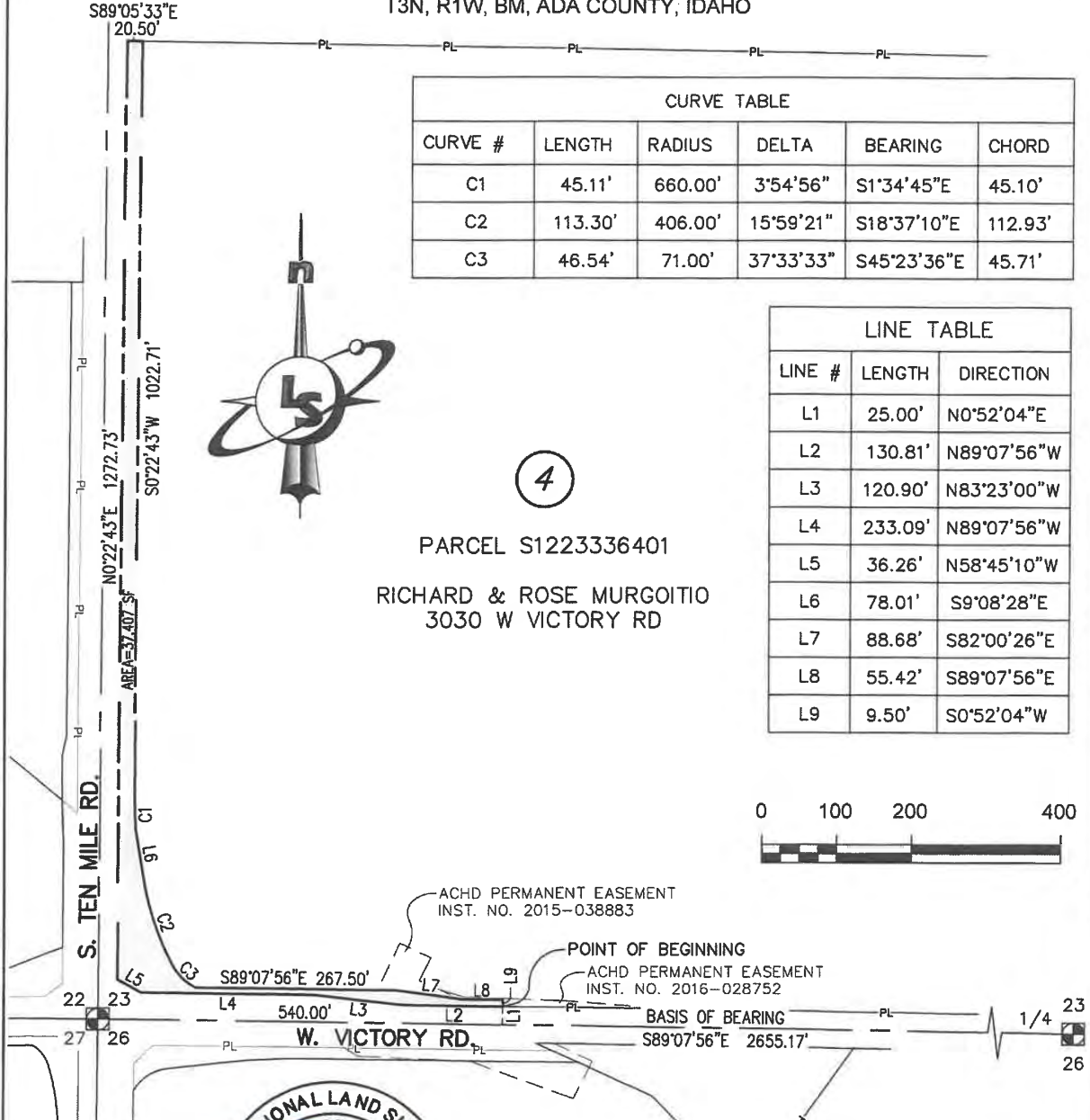


4

PARCEL S1223336401

RICHARD & ROSE MURGOITIO
3030 W VICTORY RD

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	25.00'	N0°52'04"E
L2	130.81'	N89°07'56"W
L3	120.90'	N83°23'00"W
L4	233.09'	N89°07'56"W
L5	36.26'	N58°45'10"W
L6	78.01'	S9°08'28"E
L7	88.68'	S82°00'26"E
L8	55.42'	S89°07'56"E
L9	9.50'	S0°52'04"W



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JOB NO. 19-13

Exhibit "A"

Ada County Highway District
Ten Mile Rd and Victory Rd Roundabout
ACHD Project No. 319038

Parcel 4 Permanent Easements Description

Easements covering portions of the SW ¼ of the SW ¼ of Section 23, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

EASEMENT A

Commencing at an Aluminum Cap monument marking the southwest corner of said Section 23, from which an Aluminum Cap monument marking the southeast corner of the SW ¼ of said Section 23 bears S 89°07'56" E a distance of 2655.17 feet;

Thence S 89°07'56" E along the southerly boundary of said SW ¼ a distance of 372.79 feet to a point;

Thence leaving said southerly boundary N 0°52'04" E a distance of 45.50 feet to a point on the westerly boundary of an existing Ada County Highway District Permanent Easement recorded as Instrument No. 2015-038883, records of Ada County, Idaho, the **POINT OF BEGINNING**;

Thence leaving said easement boundary N 89°07'56" W a distance of 243.71 feet to a point;

Thence a distance of 46.54 feet along the arc of a 71.00 foot radius curve right, said curve having a central angle of 37°33'33" and a long chord bearing N 45°23'36" W a distance of 45.71 feet to a point of compound curvature;

Thence a distance of 113.30 feet along the arc of a 406.00 foot radius curve right, said curve having a central angle of 15°59'21" and a long chord bearing N 18°37'10" W a distance of 112.93 feet to a point of tangency;

Thence N 9°08'28" W a distance of 78.01 feet to a point of curvature;

Thence a distance of 45.11 feet along the arc of a 660.00 foot radius curve right, said curve having a central angle of 3°54'56" and a long chord bearing N 1°34'45" W a distance of 45.10 feet to a point of tangency;

Thence N 0°22'43" E a distance of 1022.71 feet to a point on the northerly boundary of said SW ¼ of the SW ¼;

Thence along said northerly boundary S 89°05'33" E a distance of 7.00 feet to a point;

Thence leaving said boundary S 0°22'43" W a distance of 1080.18 feet to a point;

Thence S 57°02'10" E a distance of 31.18 feet to a point;

Thence S 39°35'19" W a distance of 26.99 feet to a point on a curve;

Thence a distance of 137.57 feet along the arc of a 400.00 foot radius non-tangent curve left, said curve having a central angle of 19°42'22" and a long chord bearing S 16°45'39" E a distance of 136.90 feet to a point of compound curvature;



Ten Mile Rd and Victory Rd Roundabout
Job No. 19-13
Page 1 of 2

Exhibit "A"

Thence a distance of 41.31 feet along the arc of a 65.00 foot radius curve left, said curve having a central angle of 36°24'47" and a long chord bearing S 44°49'14" E a distance of 40.62 feet to a point;

Thence S 89°07'56" E a distance of 245.14 feet to a point on the westerly boundary of said Ada County Highway District Permanent Easement, Instrument No. 2015-038883;

Thence along said westerly boundary S 25°46'34" W (formerly S 25°46'43" W) a distance of 6.62 feet to the **POINT OF BEGINNING**.

This easement contains 10,668 square feet (0.245 acres) and is subject to any other easements existing or in use.

EASEMENT B

Commencing at an Aluminum Cap monument marking the southwest corner of said Section 23, from which an Aluminum Cap monument marking the southeast corner of the SW ¼ of said Section 23 bears S 89°07'56" E a distance of 2655.17 feet;

Thence S 89°07'56" E along the southerly boundary of said SW ¼ a distance of 467.88 feet to a point;

Thence leaving said boundary N 0°52'04" E a distance of 43.50 feet to a point on the northerly boundary of an existing Ada County Highway District Permanent Easement recorded as Instrument No. 2016-028752, records of Ada County, Idaho, the **POINT OF BEGINNING**;

Thence leaving said easement boundary S 89°07'56" E a distance of 82.12 feet to a point;

Thence S 0°52'04" W a distance of 7.50 feet to a point on the northerly boundary of said Ada County Highway District Permanent Easement;

Thence along said northerly boundary the following courses and distances:

Thence N 87°24'53" W (formerly N 87°24'44" W) a distance of 63.35 feet to a point;

Thence N 72°32'49" W (formerly N 72°32'40" W) a distance of 19.62 feet to the **POINT OF BEGINNING**.

This easement contains 467 square feet (0.011 acres) and is subject to any other easements existing or in use.

Prepared By: Clinton W. Hansen
Land Solutions, PC
March 13, 2020



Ten Mile Rd and Victory Rd Roundabout
Job No. 19-13
Page 2 of 2

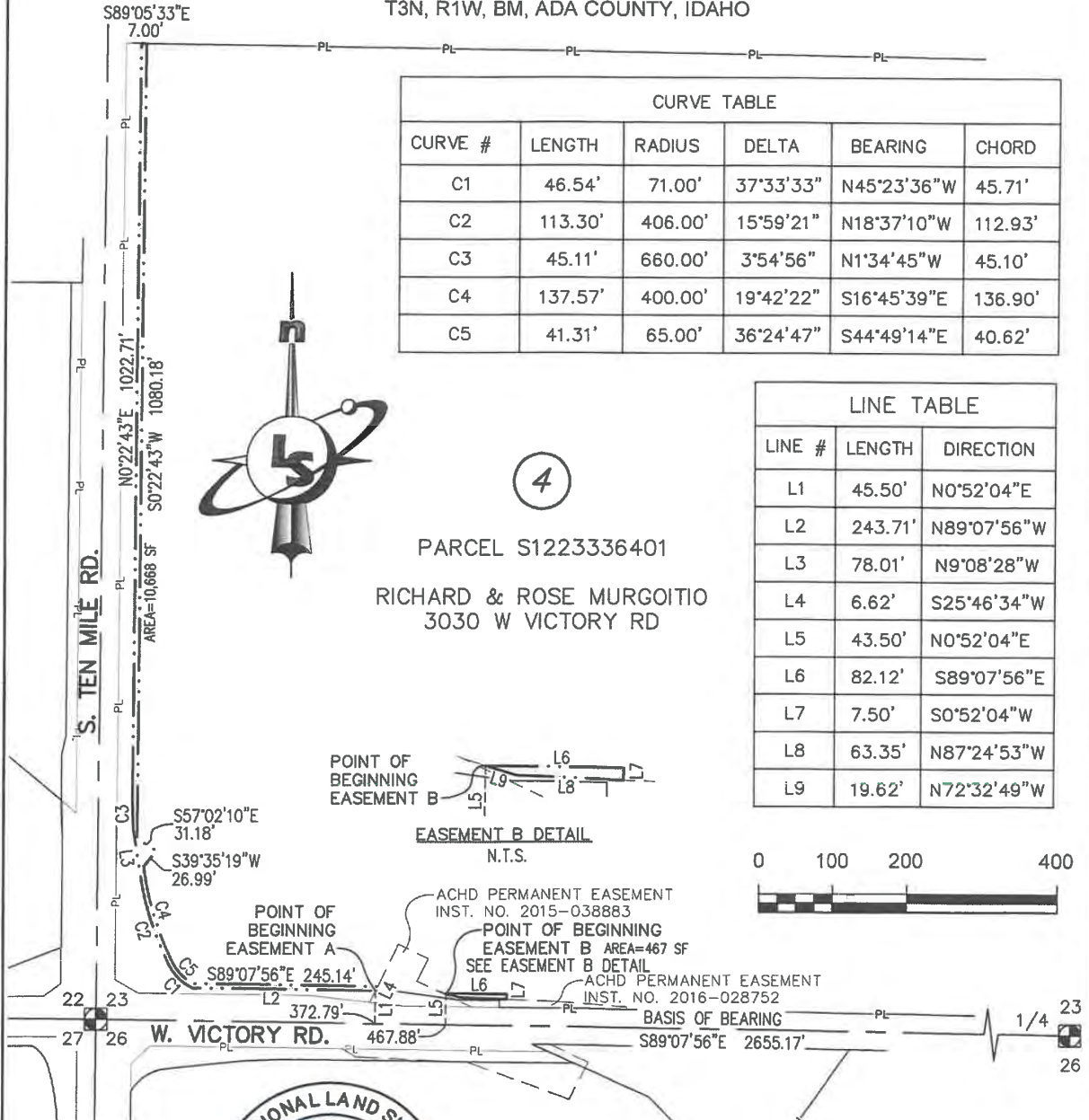
Exhibit "A"

ACHD PERMANENT EASEMENT - PARCEL 4 - EXHIBIT

ACHD PROJECT - TEN MILE RD AND VICTORY RD ROUNDABOUT

ACHD PROJECT NO. 319038

LOCATED IN THE SW 1/4 OF SECTION 23,
T3N, R1W, BM, ADA COUNTY, IDAHO



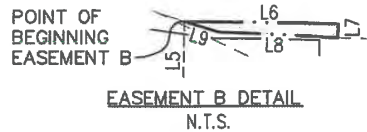
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	46.54'	71.00'	37°33'33"	N45°23'36"W	45.71'
C2	113.30'	406.00'	15°59'21"	N18°37'10"W	112.93'
C3	45.11'	660.00'	3°54'56"	N1°34'45"W	45.10'
C4	137.57'	400.00'	19°42'22"	S16°45'39"E	136.90'
C5	41.31'	65.00'	36°24'47"	S44°49'14"E	40.62'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	45.50'	N0°52'04"E
L2	243.71'	N89°07'56"W
L3	78.01'	N9°08'28"W
L4	6.62'	S25°46'34"W
L5	43.50'	N0°52'04"E
L6	82.12'	S89°07'56"E
L7	7.50'	S0°52'04"W
L8	63.35'	N87°24'53"W
L9	19.62'	N72°32'49"W

4

PARCEL S1223336401

RICHARD & ROSE MURGOITIO
3030 W VICTORY RD



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JOB NO. 19-13

Exhibit "A"

Ada County Highway District
Ten Mile Rd and Victory Rd Roundabout
ACHD Project No. 319038

Parcel 4 Temporary Easement Descriptions

Easements covering portions of the SW ¼ of the SW ¼ of Section 23, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

EASEMENT A

Commencing at an Aluminum Cap monument marking the southwest corner of said Section 23, from which an Aluminum Cap monument marking the southeast corner of the SW ¼ of said Section 23 bears S 89°07'56" E a distance of 2655.17 feet;

Thence S 89°07'56" E along the southerly boundary of said SW ¼ a distance of 375.58 feet to a point;

Thence leaving said southerly boundary N 0°52'04" E a distance of 51.50 feet to a point on the westerly boundary of an existing Ada County Highway District Permanent Easement recorded as Instrument No. 2015-038883, records of Ada County, Idaho, the **POINT OF BEGINNING**;

Thence leaving said easement boundary N 89°07'56" W a distance of 245.14 feet to a point;

Thence a distance of 41.31 feet along the arc of a 65.00 foot radius non-tangent curve right, said curve having a central angle of 36°24'47" and a long chord bearing N 44°49'14" W a distance of 40.62 feet to a point of compound curvature;

Thence a distance of 137.57 feet along the arc of a 400.00 foot radius curve right, said curve having a central angle of 19°42'22" and a long chord bearing N 16°45'39" W a distance of 136.90 feet to a point of tangency;

Thence N 39°35'19" E a distance of 26.99 feet to a point;

Thence N 57°02'10" W a distance of 31.18 feet to a point;

Thence N 0°22'43" E a distance of 152.47 feet to a point;

Thence S 89°37'17" E a distance of 5.00 feet to a point;

Thence S 0°22'43" W a distance of 149.73 feet to a point;

Thence S 57°02'10" E a distance of 32.64 feet to a point;

Thence S 0°22'43" W a distance of 50.69 feet to a point;

Thence N 89°37'17" W a distance of 10.57 feet to a point on a curve;

Thence a distance of 105.58 feet along the arc of a 392.00 foot radius non-tangent curve left, said curve having a central angle of 15°25'57" and a long chord bearing S 18°53'52" E a distance of 105.26 feet to a point of compound curvature;



Ten Mile Rd and Victory Rd Roundabout
Job No. 19-13
Page 1 of 2

Exhibit "A"

Thence a distance of 34.43 feet along the arc of a 57.00 foot radius curve left, said curve having a central angle of 34°36'24" and a long chord bearing S 43°55'02" E a distance of 33.91 feet to a point;

Thence S 89°07'56" E a distance of 209.14 feet to a point;

Thence N 25°46'22" E a distance of 15.44 feet to a point;

Thence S 65°01'41" E a distance of 34.28 feet to a point on the westerly boundary of said Ada County Highway District Permanent Easement, Instrument No. 2015-038883;

Thence along said westerly boundary S 25°46'34" W a distance of 8.82 feet to the **POINT OF BEGINNING**.

This easement contains 5,215 square feet (0.120 acres) and is subject to any other easements existing or in use.

EASEMENT B

Commencing at an Aluminum Cap monument marking the southwest corner of said Section 23, from which an Aluminum Cap monument marking the southeast corner of the SW ¼ of said Section 23 bears S 89°07'56" E a distance of 2655.17 feet;

Thence S 89°07'56" E along the southerly boundary of said SW ¼ a distance of 467.88 feet to a point;

Thence leaving said boundary N 0°52'04" E a distance of 43.50 feet to a point on the northerly boundary of an existing Ada County Highway District Permanent Easement recorded as Instrument No. 2016-028752, records of Ada County, Idaho, the **POINT OF BEGINNING**;

Thence along said northerly boundary N 72°32'49" W a distance of 14.41 feet to a point on the easterly boundary of an existing Ada County Highway District Permanent Easement recorded as Instrument No. 2015-038883, records of Ada County, Idaho,;

Thence along said easterly boundary N 64°13'26" W a distance of 16.35 feet to a point;

Thence leaving said easterly boundary S 89°07'56" E a distance of 110.76 feet to a point;

Thence S 0°52'04" W a distance of 11.00 feet to a point;

Thence N 89°07'56" W a distance of 82.12 feet to the **POINT OF BEGINNING**.

This easement contains 1078 square feet (0.025 acres) and is subject to any other easements existing or in use.

Prepared By: Clinton W. Hansen
Land Solutions, PC
October 20, 2021



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Ten Mile Rd and Victory Rd Roundabout
Job No. 19-13
Page 2 of 2

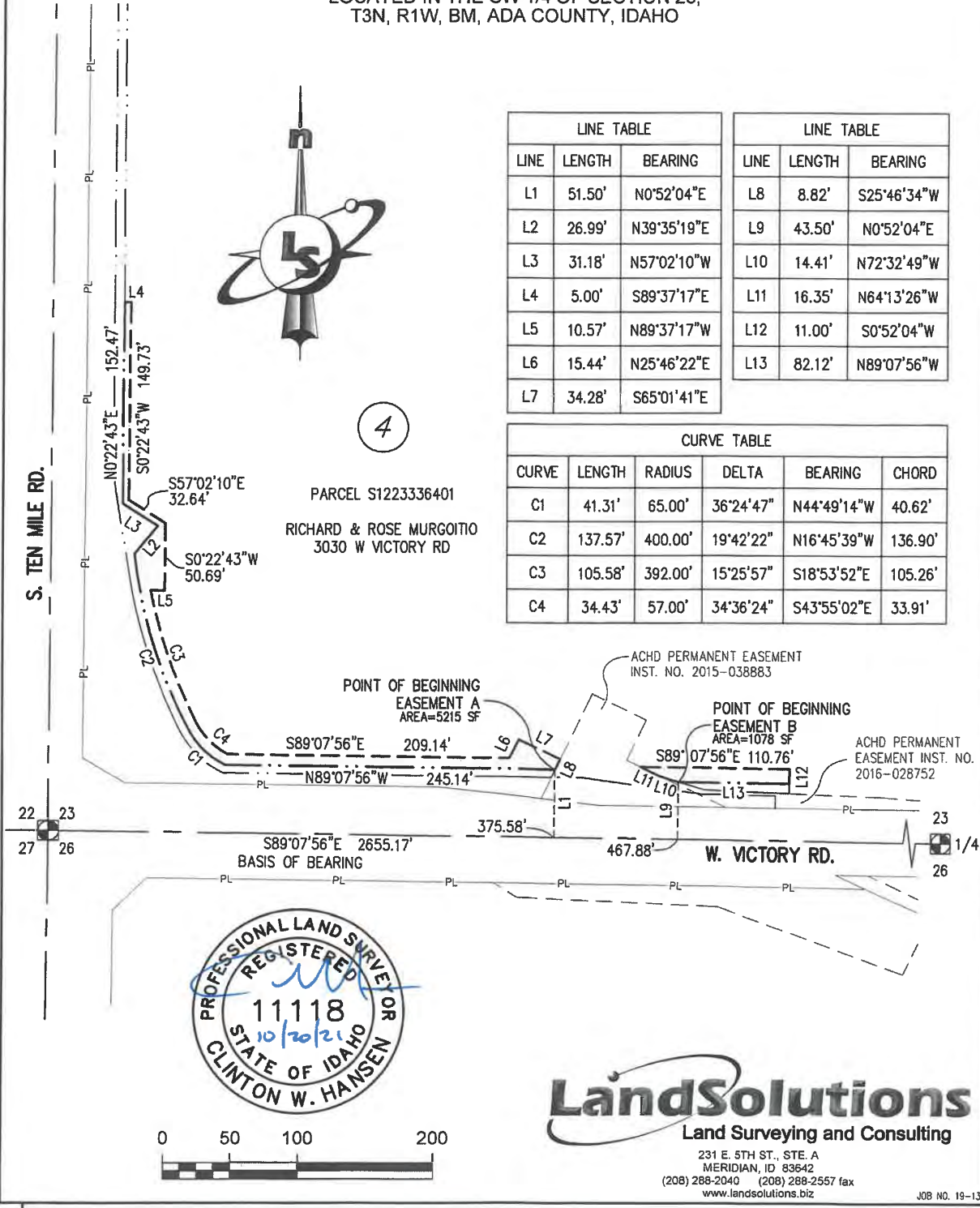
Exhibit "A"

ACHD TEMPORARY EASEMENTS - PARCEL 4 - EXHIBIT

ACHD PROJECT - TEN MILE RD AND VICTORY RD ROUNDABOUT

ACHD PROJECT NO. 319038

LOCATED IN THE SW 1/4 OF SECTION 23,
T3N, R1W, BM, ADA COUNTY, IDAHO



LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	51.50'	N0°52'04"E	L8	8.82'	S25°46'34"W
L2	26.99'	N39°35'19"E	L9	43.50'	N0°52'04"E
L3	31.18'	N57°02'10"W	L10	14.41'	N72°32'49"W
L4	5.00'	S89°37'17"E	L11	16.35'	N64°13'26"W
L5	10.57'	N89°37'17"W	L12	11.00'	S0°52'04"W
L6	15.44'	N25°46'22"E	L13	82.12'	N89°07'56"W
L7	34.28'	S65°01'41"E			

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	41.31'	65.00'	36°24'47"	N44°49'14"W	40.62'
C2	137.57'	400.00'	19°42'22"	N16°45'39"W	136.90'
C3	105.58'	392.00'	15°25'57"	S18°53'52"E	105.26'
C4	34.43'	57.00'	34°36'24"	S43°55'02"E	33.91'

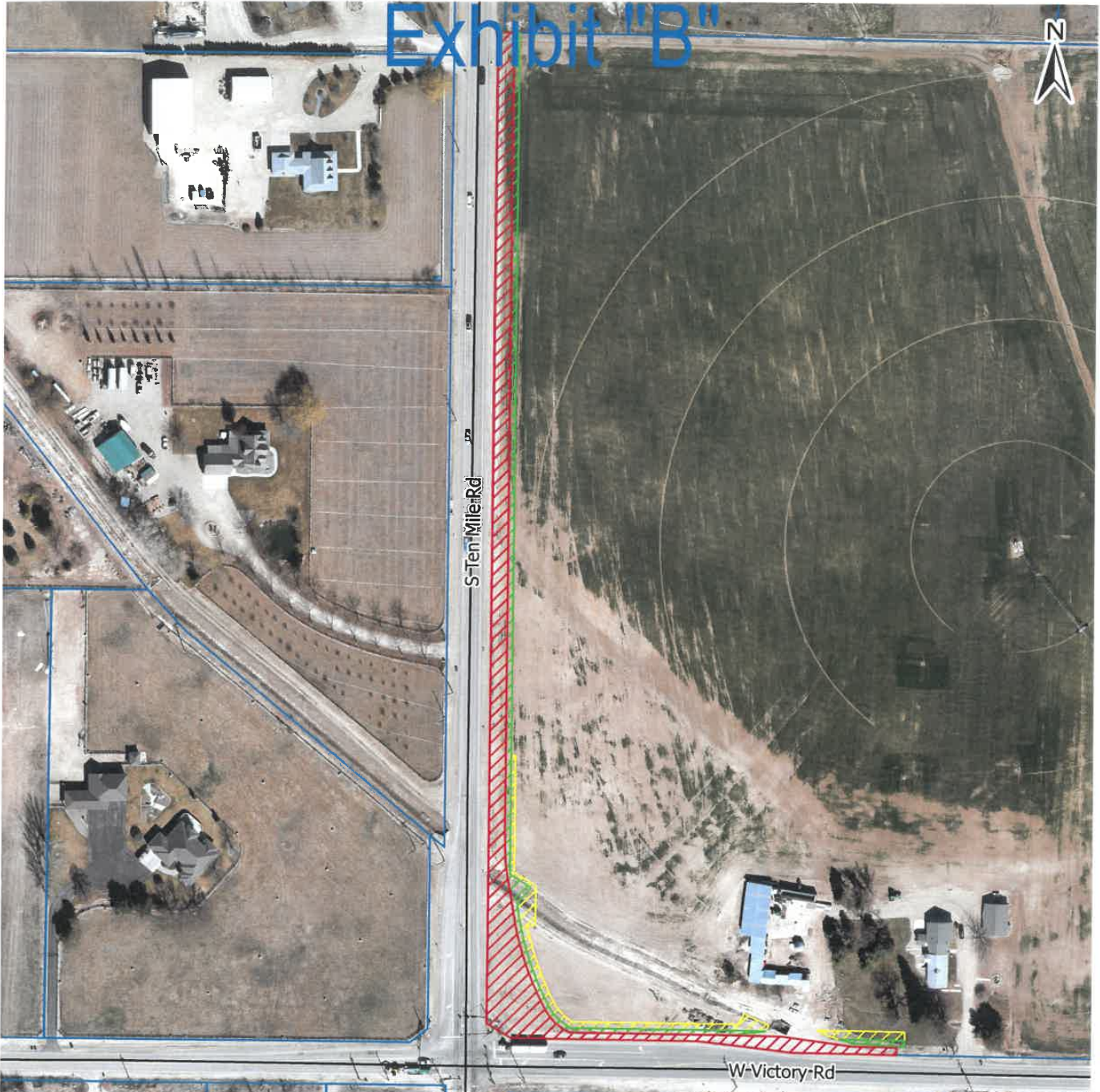


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
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JOB NO. 19-13

Exhibit "B"



Ten Mile Rd and Victory Rd Roundabout Parcel 4 Site Map

-  Right Of Way Requirement
37,407 SF, 0.859 ac ±
-  Permanent Easement
11,135 SF, 0.256 ac ±
-  Temporary Easement
6,293 SF, 0.145 ac ±

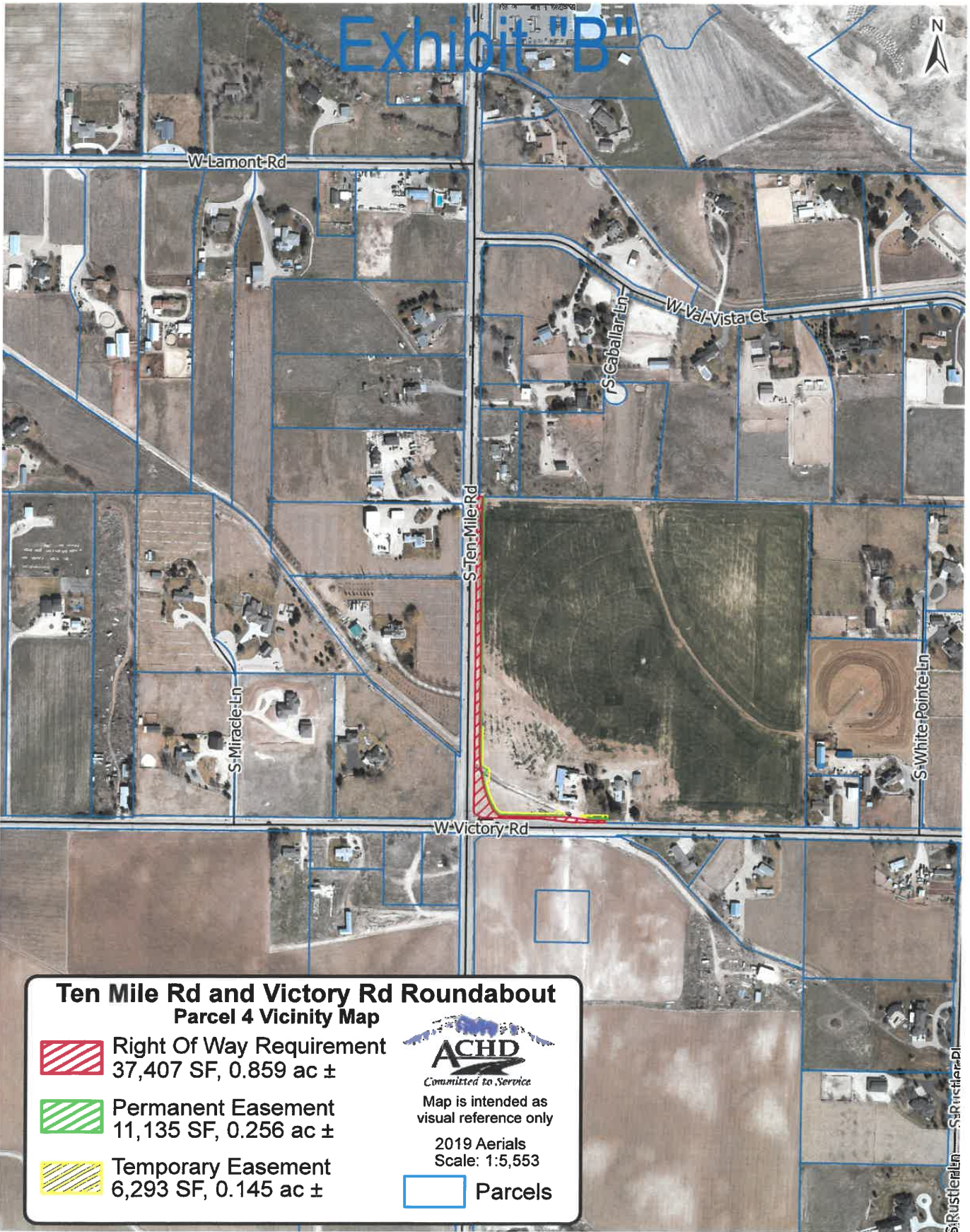


Map is intended as
visual reference only




2019 Aerials
Scale: 1:2,014

 Parcels

Exhibit "B"



Ten Mile Rd and Victory Rd Roundabout Parcel 4 Vicinity Map

-  Right Of Way Requirement
37,407 SF, 0.859 ac ±
-  Permanent Easement
11,135 SF, 0.256 ac ±
-  Temporary Easement
6,293 SF, 0.145 ac ±



Map is intended as
visual reference only

2019 Aerials
Scale: 1:5,553

 Parcels

Project Name: Ten Mile Rd and Victory Rd
Project: 319038
Name: Murgoitio
R/W Parcel No: 04
T3N R1W Sec23
APN: S1223336401

ORDER OF CONDEMNATION

WHEREAS, based on the facts and findings and other information presented in the Right-of-Way Staff Report dated *October 26, 2021* which by this reference is hereby incorporated herein, as supplemented by the presentation of David Serdar, Right-of-Way Supervisor presented at its regular meeting held on the *November 10, 2021* and upon the recommendation of the Director, and being fully advised, the Board of Commissioners of the Ada County Highway District hereby makes the following findings of fact, conclusions and order:

1. The acquisition of public right-of-way for its highways is a public use for which the Ada County Highway District has the power of eminent domain under section 7-701, Idaho Code.
2. The above-designated highway project (hereinafter referred to as the “Project”) is for a public use authorized by law.
3. Property Rights to be acquired – Idaho Code 7-707:
 - a. Fee Simple Right-of-Way: The fee requirement area consists of *37,407 square feet*. The acquisition area is described on **Exhibit “A”**.
 - b. Permanent Easement Right-of-Way: The permanent easement area consists of *11,135 square feet (Permanent Easements A & B)*.
 - c. Temporary Easement Right-of-Way: The temporary easement area consists of *6,293 square feet*.
 - d. Access: Physical access control is not altered after the project as depicted on the right-of-way site plans **Exhibit “B”**.
 - c. Right of Entry: NONE

Exhibits are attached hereto and incorporated herein by this reference as if set out in full (hereinafter referred to as the “Property”).

4. The Property is not already appropriated to a public use.
5. The location of the Property sought to be taken by the Ada County Highway District for the Project is most compatible with the greatest public good and the least private injury.
6. The names and addresses of the record title owner(s) of the Property, and any other owner(s) and tenants under long term leases known to the Highway District is set forth below:

Project Name: Ten Mile Rd and Victory Rd
Project: 319038
Name: Murgoitio
R/W Parcel No: 04
T3N R1W Sec23
APN: S1223336401

Name: Richard J and Rose Murgoitio
Address: 6725 S Star Struck Ave.
Boise, ID 83709

Name: Richard J and Rose Murgoitio
3030 W. Victory Rd
Meridian, ID 83642

7. The Ada County Highway District commenced negotiations to purchase the Property and, by certified U.S. mail, postage prepaid, addressed to the owner(s) at the address shown in the official records of the Ada County Assessor, on the *12th day of July, 2021*, provided the owner(s) with a summary of rights form required by Chapter 7, Title 7, Idaho Code, and on the *12th day of July, 2021* provided the owner(s) with a written offer to purchase the Property and settle any severance and business damage claims related to the acquisition, and on the *12th day of July, 2021* provided the owner(s) with a copy of the appraisal and another summary of rights form. A final purchase offer was sent to the owners on the *28th day of September 2021*.

8. The Ada County Highway District, by and through its employees, contractors and agents, has sought in good faith to purchase the Property and property interests described above and to settle with the owner(s), or reputed owner(s) and any other claimants for severance damages, if any, to their remaining property where the Property is a part of a larger parcel, and for damages to any business located thereon which might result from said taking.

Project Name: Ten Mile Rd and Victory Rd
Project: 319038
Name: Murgoitio
R/W Parcel No: 04
T3N R1W Sec23
APN: S1223336401

NOW, THEREFORE, IT IS HEREBY ORDERED, AND THIS DOES ORDER, that the Ada County Highway District acquire the Property and property interests hereinabove described through the exercise of its power of Eminent Domain, pursuant to Chapter 7, Title 7, Idaho Code.

Dated this day ____ of November 2021.

**ADA COUNTY HIGHWAY DISTRICT BOARD
OF COMMISSIONERS:**

By:

Kent Goldthorpe, President

By:

Dave McKinney, Vice-President

By:

Jim D. Hansen, Commissioner

By:

Mary May, Commissioner

By:

Alexis Pickering, Commissioner

ATTEST:

Bruce S. Wong, Director

ATTACHMENTS:

- Exhibit "A" – Right-of-Way Requirement Legal Description
- Exhibit "B" – Site Plan showing access

Exhibit "A"

Ada County Highway District
Ten Mile Rd and Victory Rd Roundabout
ACHD Project No. 319038

Parcel 4 Right-of-Way Requirement Description

A parcel being a portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southwest corner of said Section 23, from which an Aluminum Cap monument marking the southeast corner of the SW $\frac{1}{4}$ of said Section 23 bears S 89°07'56" E a distance of 2655.17 feet;

Thence S 89°07'56" E along the southerly boundary of said SW $\frac{1}{4}$ a distance of 540.00 feet to a point;

Thence leaving said southerly boundary N 0°52'04" E a distance of 25.00 feet to a point on the northerly right-of-way of W. Victory Road, the **POINT OF BEGINNING**;

Thence along said right-of-way N 89°07'56" W a distance of 130.81 feet to a point, being the northeasterly corner of that property deeded to Ada County Highway District by Warranty Deed Recorded as Instrument No. 111100215, records of Ada County, Idaho;

Thence continuing along said right-of-way, being previously described in said Warranty Deed Instrument No. 111100215, the following courses and distances:

Thence N 83°23'00" W (formerly N 83°22'55" W) a distance of 120.90 feet to a point;

Thence N 89°07'56" W (formerly N 89°07'51" W) a distance of 233.09 feet to a point;

Thence N 58°45'10" W (formerly N 58°45'05" W) a distance of 36.26 feet to a point on the easterly right-of-way of S. Ten Mile Road;

Thence along said easterly right-of-way N 0°22'43" E a distance of 1272.73 feet to a point on the northerly boundary of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$;

Thence along said northerly boundary S 89°05'33" E a distance of 20.50 feet to a point;

Thence leaving said northerly boundary S 0°22'43" W a distance of 1022.71 feet to a point of curvature;

Thence a distance of 45.11 feet along the arc of a 660.00 foot radius curve left, said curve having a central angle of 3°54'56" and a long chord bearing S 1°34'45" E a distance of 45.10 feet to a point of tangency;

Thence S 9°08'28" E a distance of 78.01 feet to a point of curvature;

Thence a distance of 113.30 feet along the arc of a 406.00 foot radius curve left, said curve having a central angle of 15°59'21" and a long chord bearing S 18°37'10" E a distance of 112.93 feet to a point of compound curvature;



Ten Mile Rd and Victory Rd Roundabout
Job No. 19-13
Page 1 of 2

Exhibit "A"

Thence a distance of 46.54 feet along the arc of a 71.00 foot radius curve left, said curve having a central angle of 37°33'33" and a long chord bearing S 45°23'36" E a distance of 45.71 feet to a point;

Thence S 89°07'56" E a distance of 267.50 feet to a point;

Thence S 82°00'26" E a distance of 88.68 feet to a point;

Thence S 89°07'56" E a distance of 55.42 feet to a point;

Thence S 0°52'04" W a distance of 9.50 feet to the **POINT OF BEGINNING**.

This parcel contains 37,407 square feet (0.859 acres) and is subject to any easements existing or in use.

Prepared By: Clinton W. Hansen
Land Solutions, PC
March 13, 2020



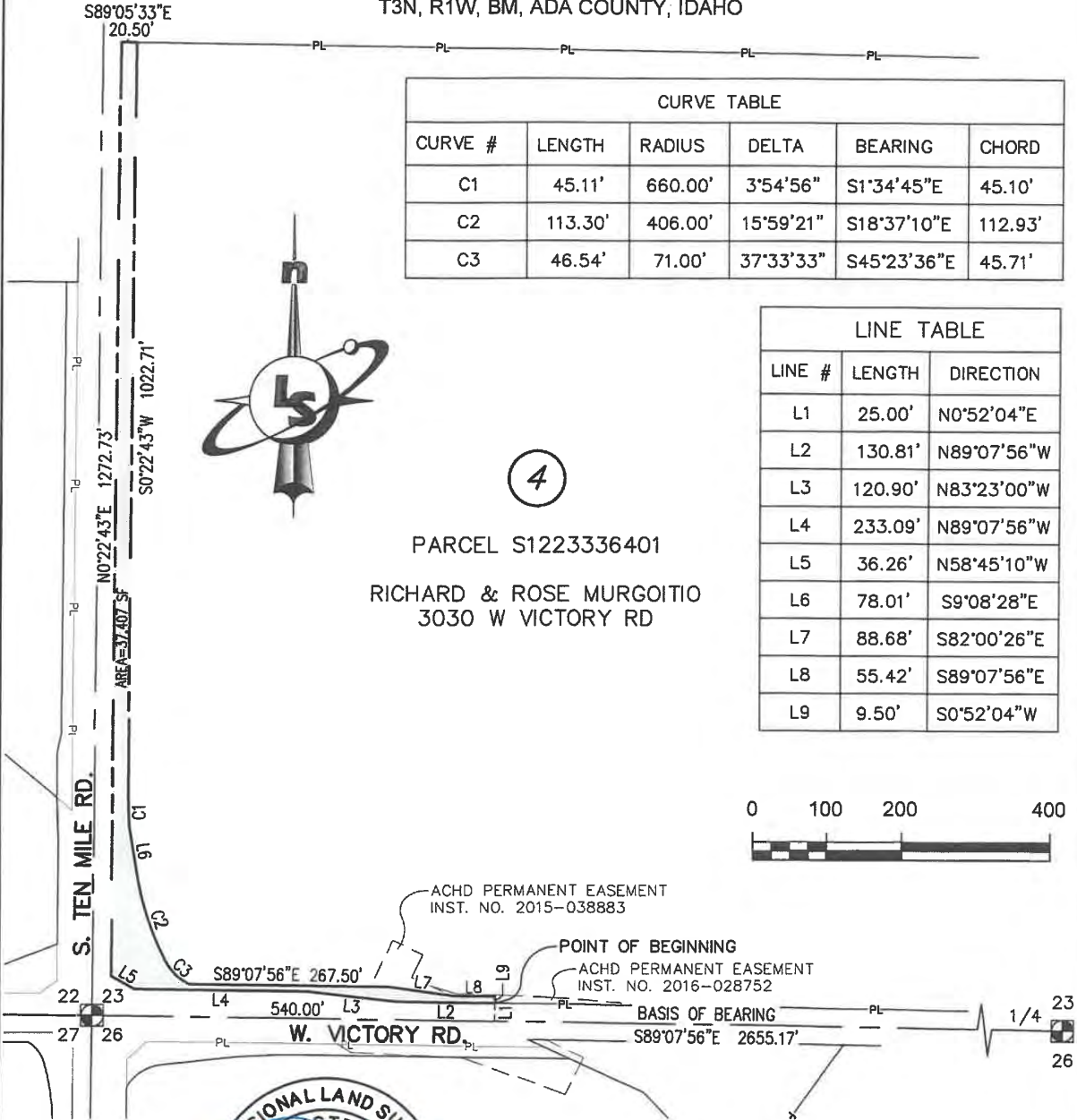
Exhibit "A"

ACHD RIGHT-OF-WAY REQUIREMENT - PARCEL 4 - EXHIBIT

ACHD PROJECT - TEN MILE RD AND VICTORY RD ROUNDABOUT
 ACHD PROJECT NO. 319038
 LOCATED IN THE SW 1/4 OF SECTION 23,
 T3N, R1W, BM, ADA COUNTY, IDAHO

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	45.11'	660.00'	3°54'56"	S1°34'45"E	45.10'
C2	113.30'	406.00'	15°59'21"	S18°37'10"E	112.93'
C3	46.54'	71.00'	37°33'33"	S45°23'36"E	45.71'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	25.00'	N0°52'04"E
L2	130.81'	N89°07'56"W
L3	120.90'	N83°23'00"W
L4	233.09'	N89°07'56"W
L5	36.26'	N58°45'10"W
L6	78.01'	S9°08'28"E
L7	88.68'	S82°00'26"E
L8	55.42'	S89°07'56"E
L9	9.50'	S0°52'04"W



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JOB NO. 19-13

Exhibit "A"

Ada County Highway District
Ten Mile Rd and Victory Rd Roundabout
ACHD Project No. 319038

Parcel 4 Permanent Easements Description

Easements covering portions of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

EASEMENT A

Commencing at an Aluminum Cap monument marking the southwest corner of said Section 23, from which an Aluminum Cap monument marking the southeast corner of the SW $\frac{1}{4}$ of said Section 23 bears S 89°07'56" E a distance of 2655.17 feet;

Thence S 89°07'56" E along the southerly boundary of said SW $\frac{1}{4}$ a distance of 372.79 feet to a point;

Thence leaving said southerly boundary N 0°52'04" E a distance of 45.50 feet to a point on the westerly boundary of an existing Ada County Highway District Permanent Easement recorded as Instrument No. 2015-038883, records of Ada County, Idaho, the **POINT OF BEGINNING**;

Thence leaving said easement boundary N 89°07'56" W a distance of 243.71 feet to a point;

Thence a distance of 46.54 feet along the arc of a 71.00 foot radius curve right, said curve having a central angle of 37°33'33" and a long chord bearing N 45°23'36" W a distance of 45.71 feet to a point of compound curvature;

Thence a distance of 113.30 feet along the arc of a 406.00 foot radius curve right, said curve having a central angle of 15°59'21" and a long chord bearing N 18°37'10" W a distance of 112.93 feet to a point of tangency;

Thence N 9°08'28" W a distance of 78.01 feet to a point of curvature;

Thence a distance of 45.11 feet along the arc of a 660.00 foot radius curve right, said curve having a central angle of 3°54'56" and a long chord bearing N 1°34'45" W a distance of 45.10 feet to a point of tangency;

Thence N 0°22'43" E a distance of 1022.71 feet to a point on the northerly boundary of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$;

Thence along said northerly boundary S 89°05'33" E a distance of 7.00 feet to a point;

Thence leaving said boundary S 0°22'43" W a distance of 1080.18 feet to a point;

Thence S 57°02'10" E a distance of 31.18 feet to a point;

Thence S 39°35'19" W a distance of 26.99 feet to a point on a curve;

Thence a distance of 137.57 feet along the arc of a 400.00 foot radius non-tangent curve left, said curve having a central angle of 19°42'22" and a long chord bearing S 16°45'39" E a distance of 136.90 feet to a point of compound curvature;



Ten Mile Rd and Victory Rd Roundabout
Job No. 19-13
Page 1 of 2

Exhibit "A"

Thence a distance of 41.31 feet along the arc of a 65.00 foot radius curve left, said curve having a central angle of 36°24'47" and a long chord bearing S 44°49'14" E a distance of 40.62 feet to a point;

Thence S 89°07'56" E a distance of 245.14 feet to a point on the westerly boundary of said Ada County Highway District Permanent Easement, Instrument No. 2015-038883;

Thence along said westerly boundary S 25°46'34" W (formerly S 25°46'43" W) a distance of 6.62 feet to the **POINT OF BEGINNING**.

This easement contains 10,668 square feet (0.245 acres) and is subject to any other easements existing or in use.

EASEMENT B

Commencing at an Aluminum Cap monument marking the southwest corner of said Section 23, from which an Aluminum Cap monument marking the southeast corner of the SW ¼ of said Section 23 bears S 89°07'56" E a distance of 2655.17 feet;

Thence S 89°07'56" E along the southerly boundary of said SW ¼ a distance of 467.88 feet to a point;

Thence leaving said boundary N 0°52'04" E a distance of 43.50 feet to a point on the northerly boundary of an existing Ada County Highway District Permanent Easement recorded as Instrument No. 2016-028752, records of Ada County, Idaho, the **POINT OF BEGINNING**;

Thence leaving said easement boundary S 89°07'56" E a distance of 82.12 feet to a point;

Thence S 0°52'04" W a distance of 7.50 feet to a point on the northerly boundary of said Ada County Highway District Permanent Easement;

Thence along said northerly boundary the following courses and distances:

Thence N 87°24'53" W (formerly N 87°24'44" W) a distance of 63.35 feet to a point;

Thence N 72°32'49" W (formerly N 72°32'40" W) a distance of 19.62 feet to the **POINT OF BEGINNING**.

This easement contains 467 square feet (0.011 acres) and is subject to any other easements existing or in use.

Prepared By: Clinton W. Hansen
Land Solutions, PC
March 13, 2020



LandSolutions
Land Surveying and Consulting

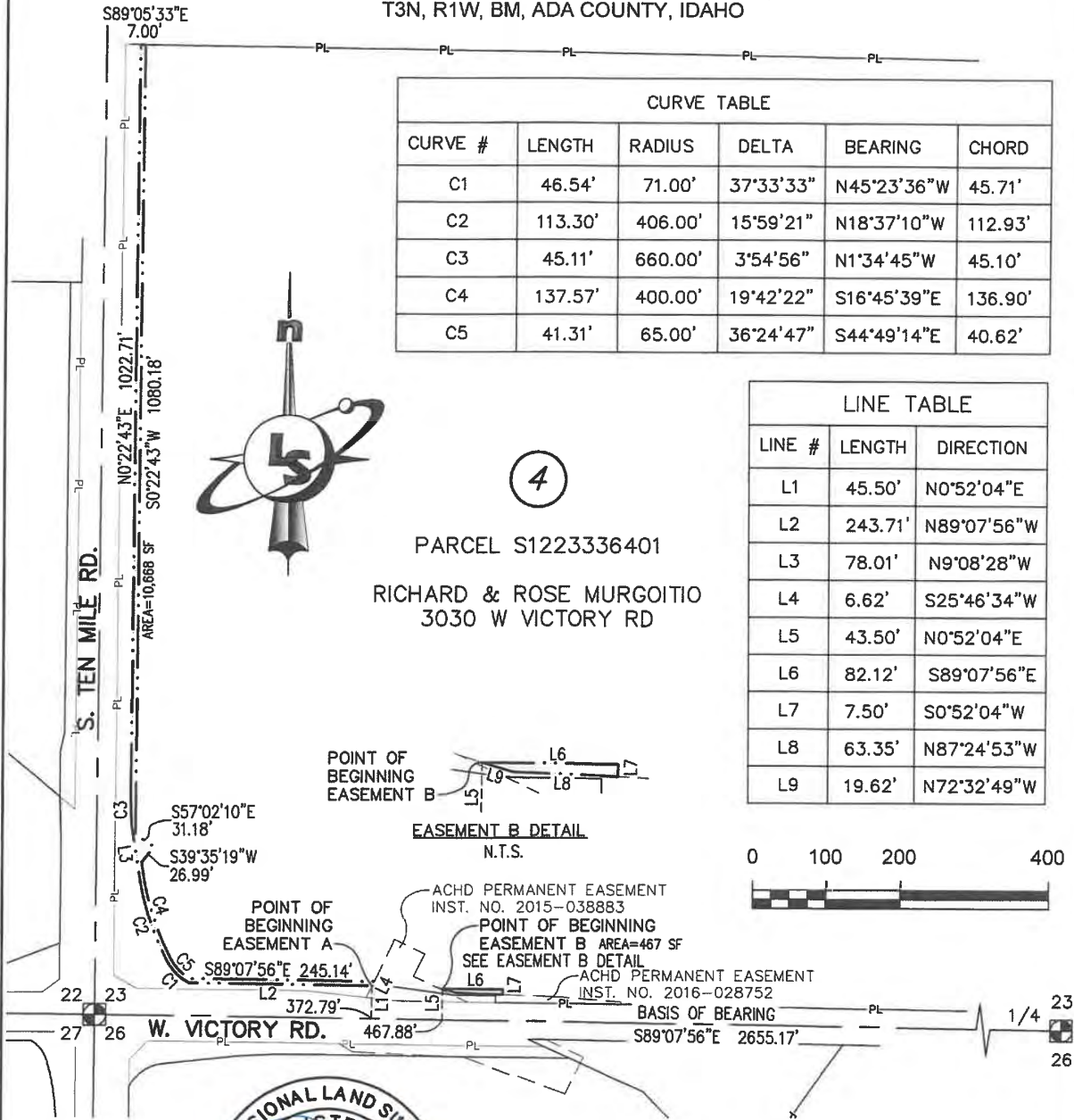
Ten Mile Rd and Victory Rd Roundabout
Job No. 19-13
Page 2 of 2

Exhibit "A"

ACHD PERMANENT EASEMENT - PARCEL 4 - EXHIBIT

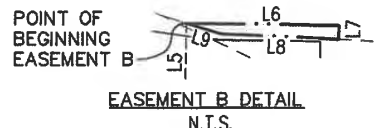
ACHD PROJECT - TEN MILE RD AND VICTORY RD ROUNDABOUT
 ACHD PROJECT NO. 319038

LOCATED IN THE SW 1/4 OF SECTION 23,
 T3N, R1W, BM, ADA COUNTY, IDAHO



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	46.54'	71.00'	37°33'33"	N45°23'36"W	45.71'
C2	113.30'	406.00'	15°59'21"	N18°37'10"W	112.93'
C3	45.11'	660.00'	3°54'56"	N1°34'45"W	45.10'
C4	137.57'	400.00'	19°42'22"	S16°45'39"E	136.90'
C5	41.31'	65.00'	36°24'47"	S44°49'14"E	40.62'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	45.50'	N0°52'04"E
L2	243.71'	N89°07'56"W
L3	78.01'	N9°08'28"W
L4	6.62'	S25°46'34"W
L5	43.50'	N0°52'04"E
L6	82.12'	S89°07'56"E
L7	7.50'	S0°52'04"W
L8	63.35'	N87°24'53"W
L9	19.62'	N72°32'49"W



LandSolutions
 Land Surveying and Consulting
 231 E. 5TH ST., STE. A
 MERIDIAN, ID 83642
 (208) 288-2040 (208) 288-2557 fax
 www.landsolutions.biz

JOB NO. 19-13

Exhibit "A"

Ada County Highway District
Ten Mile Rd and Victory Rd Roundabout
ACHD Project No. 319038

Parcel 4 Temporary Easement Descriptions

Easements covering portions of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

EASEMENT A

Commencing at an Aluminum Cap monument marking the southwest corner of said Section 23, from which an Aluminum Cap monument marking the southeast corner of the SW $\frac{1}{4}$ of said Section 23 bears S 89°07'56" E a distance of 2655.17 feet;

Thence S 89°07'56" E along the southerly boundary of said SW $\frac{1}{4}$ a distance of 375.58 feet to a point;

Thence leaving said southerly boundary N 0°52'04" E a distance of 51.50 feet to a point on the westerly boundary of an existing Ada County Highway District Permanent Easement recorded as Instrument No. 2015-038883, records of Ada County, Idaho, the **POINT OF BEGINNING**;

Thence leaving said easement boundary N 89°07'56" W a distance of 245.14 feet to a point;

Thence a distance of 41.31 feet along the arc of a 65.00 foot radius non-tangent curve right, said curve having a central angle of 36°24'47" and a long chord bearing N 44°49'14" W a distance of 40.62 feet to a point of compound curvature;

Thence a distance of 137.57 feet along the arc of a 400.00 foot radius curve right, said curve having a central angle of 19°42'22" and a long chord bearing N 16°45'39" W a distance of 136.90 feet to a point of tangency;

Thence N 39°35'19" E a distance of 26.99 feet to a point;

Thence N 57°02'10" W a distance of 31.18 feet to a point;

Thence N 0°22'43" E a distance of 152.47 feet to a point;

Thence S 89°37'17" E a distance of 5.00 feet to a point;

Thence S 0°22'43" W a distance of 149.73 feet to a point;

Thence S 57°02'10" E a distance of 32.64 feet to a point;

Thence S 0°22'43" W a distance of 50.69 feet to a point;

Thence N 89°37'17" W a distance of 10.57 feet to a point on a curve;

Thence a distance of 105.58 feet along the arc of a 392.00 foot radius non-tangent curve left, said curve having a central angle of 15°25'57" and a long chord bearing S 18°53'52" E a distance of 105.26 feet to a point of compound curvature;



Ten Mile Rd and Victory Rd Roundabout
Job No. 19-13
Page 1 of 2

Exhibit "A"

Thence a distance of 34.43 feet along the arc of a 57.00 foot radius curve left, said curve having a central angle of 34°36'24" and a long chord bearing S 43°55'02" E a distance of 33.91 feet to a point;

Thence S 89°07'56" E a distance of 209.14 feet to a point;

Thence N 25°46'22" E a distance of 15.44 feet to a point;

Thence S 65°01'41" E a distance of 34.28 feet to a point on the westerly boundary of said Ada County Highway District Permanent Easement, Instrument No. 2015-038883;

Thence along said westerly boundary S 25°46'34" W a distance of 8.82 feet to the **POINT OF BEGINNING**.

This easement contains 5,215 square feet (0.120 acres) and is subject to any other easements existing or in use.

EASEMENT B

Commencing at an Aluminum Cap monument marking the southwest corner of said Section 23, from which an Aluminum Cap monument marking the southeast corner of the SW ¼ of said Section 23 bears S 89°07'56" E a distance of 2655.17 feet;

Thence S 89°07'56" E along the southerly boundary of said SW ¼ a distance of 467.88 feet to a point;

Thence leaving said boundary N 0°52'04" E a distance of 43.50 feet to a point on the northerly boundary of an existing Ada County Highway District Permanent Easement recorded as Instrument No. 2016-028752, records of Ada County, Idaho, the **POINT OF BEGINNING**;

Thence along said northerly boundary N 72°32'49" W a distance of 14.41 feet to a point on the easterly boundary of an existing Ada County Highway District Permanent Easement recorded as Instrument No. 2015-038883, records of Ada County, Idaho,;

Thence along said easterly boundary N 64°13'26" W a distance of 16.35 feet to a point;

Thence leaving said easterly boundary S 89°07'56" E a distance of 110.76 feet to a point;

Thence S 0°52'04" W a distance of 11.00 feet to a point;

Thence N 89°07'56" W a distance of 82.12 feet to the **POINT OF BEGINNING**.

This easement contains 1078 square feet (0.025 acres) and is subject to any other easements existing or in use.

Prepared By: Clinton W. Hansen
Land Solutions, PC
October 20, 2021



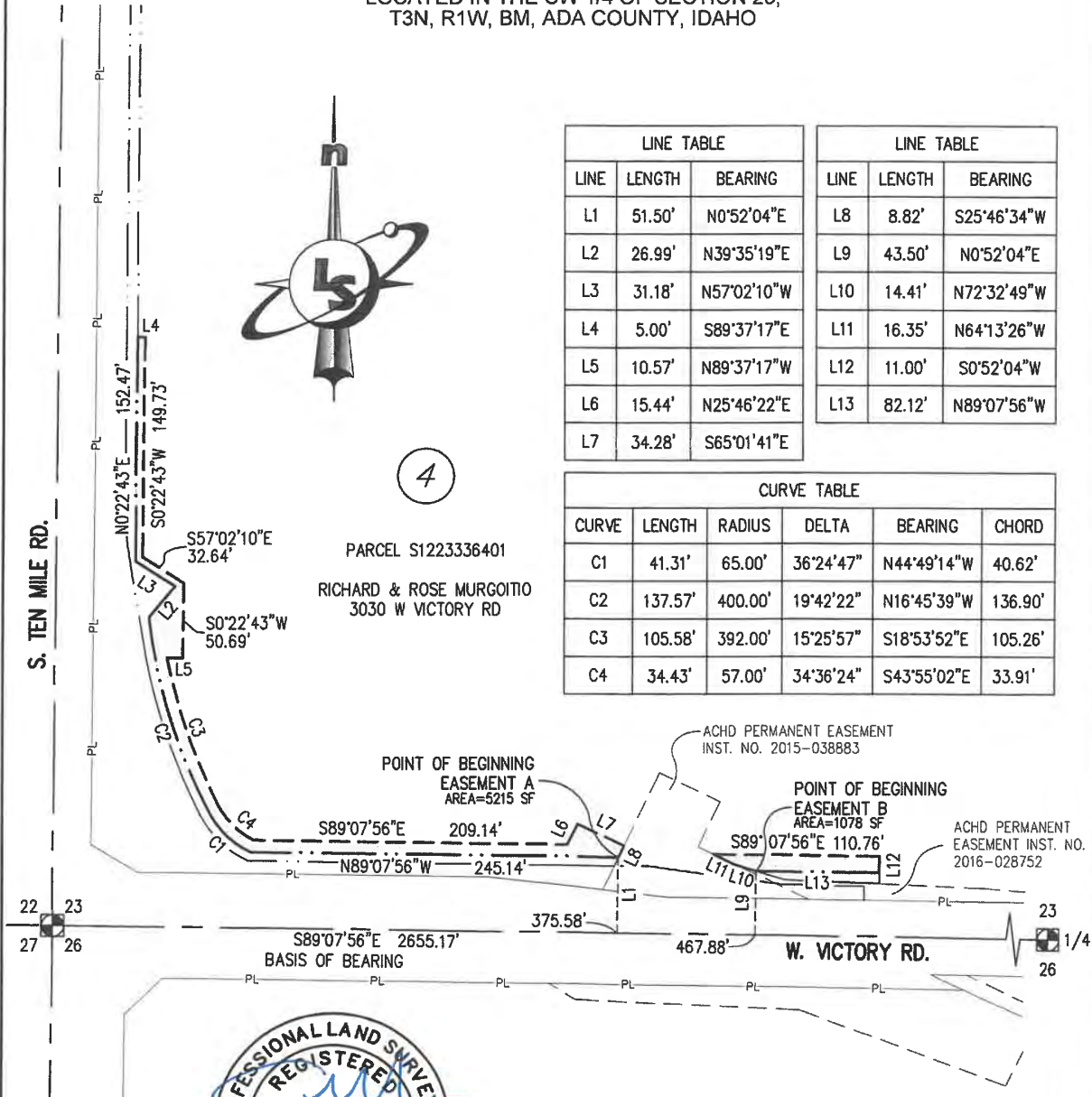
Ten Mile Rd and Victory Rd Roundabout
Job No. 19-13
Page 2 of 2

Exhibit "A"

ACHD TEMPORARY EASEMENTS - PARCEL 4 - EXHIBIT

ACHD PROJECT - TEN MILE RD AND VICTORY RD ROUNDABOUT
 ACHD PROJECT NO. 319038

LOCATED IN THE SW 1/4 OF SECTION 23,
 T3N, R1W, BM, ADA COUNTY, IDAHO



LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	51.50'	N0°52'04"E	L8	8.82'	S25°46'34"W
L2	26.99'	N39°35'19"E	L9	43.50'	N0°52'04"E
L3	31.18'	N57°02'10"W	L10	14.41'	N72°32'49"W
L4	5.00'	S89°37'17"E	L11	16.35'	N64°13'26"W
L5	10.57'	N89°37'17"W	L12	11.00'	S0°52'04"W
L6	15.44'	N25°46'22"E	L13	82.12'	N89°07'56"W
L7	34.28'	S65°01'41"E			

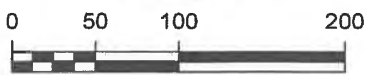
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	41.31'	65.00'	36°24'47"	N44°49'14"W	40.62'
C2	137.57'	400.00'	19°42'22"	N16°45'39"W	136.90'
C3	105.58'	392.00'	15°25'57"	S18°53'52"E	105.26'
C4	34.43'	57.00'	34°36'24"	S43°55'02"E	33.91'

PARCEL S1223336401
 RICHARD & ROSE MURGOITO
 3030 W VICTORY RD

POINT OF BEGINNING
 EASEMENT A
 AREA=5215 SF

POINT OF BEGINNING
 EASEMENT B
 AREA=1078 SF

ACHD PERMANENT
 EASEMENT INST. NO.
 2016-028752

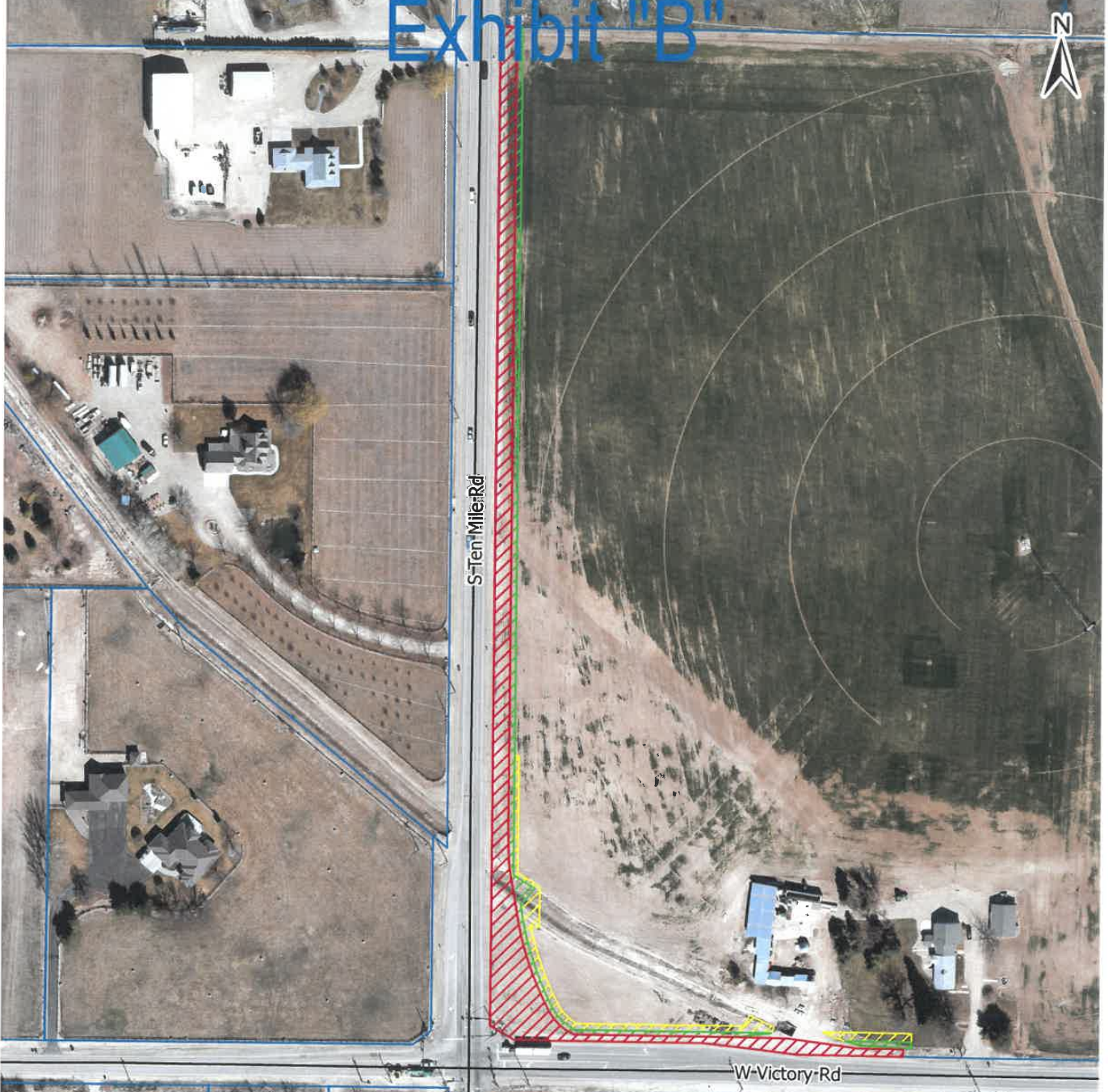


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 Land Surveying and Consulting




231 E. 5TH ST., STE. A
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 www.landsolutions.biz

JOB NO. 19-13

Exhibit "B"



Ten Mile Rd and Victory Rd Roundabout Parcel 4 Site Map

-  Right Of Way Requirement
37,407 SF, 0.859 ac ±
-  Permanent Easement
11,135 SF, 0.256 ac ±
-  Temporary Easement
6,293 SF, 0.145 ac ±



Map is intended as
visual reference only

2019 Aerials
Scale: 1:2,014

 Parcels



Kent Goldthorpe, President
Dave McKinney, Vice President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

Administration

STAFF REPORT

TO:
FROM: Christine Tannler - ACHD Budget Coordinator - ctannler@achdidaho.org
SUBJECT: FY21 4th Quarter Impact Fee Report
MEETING: Commission Meeting - 10 Nov 2021

ATTACHMENT(S):
[2021 - 4th Qtr Packet - 2](#)



Kent Goldthorpe, President
 David McKinney, Vice President
 Jim D. Hansen, Commissioner
 Mary May, Commissioner
 Alexis Pickering, Commissioner

November 9, 2021

To: ACHD Commissioners and Executive Team
 From: Christine Tannler – Budget Manager
 Subject: FY2021 – 4th Quarter Impact Fee Report
 November 10, 2021 Commission Meeting

Facts and Findings:

The fiscal year 2021 – 4th Quarter Impact Fee Report is provided for your information. A summary of the report is provided below:

Impact Fees	Quarter 1 FY21	Quarter 2 FY21	Quarter 3 FY21	Quarter 4 FY21
FY20 End Bal	\$ 1,242,936	\$ 3,495,760	\$ 6,576,227	\$ 8,034,185
FY20 Int Earned	\$ 19,718			
Collections	\$ 5,778,398	\$ 6,899,986	\$ 7,048,805	\$ 5,902,713
Interest Earnings	\$ 3,819	\$ 2,946	\$ 2,677	\$ 2,036
Funds Used	\$ (3,549,111)	\$ (3,822,465)	\$ (5,593,523)	\$ (6,471,224)
Ending Balance	\$ 3,495,760	\$ 6,576,227	\$ 8,034,185	\$ 7,467,710

Extra Impact Fees	Quarter 1 FY21	Quarter 2 FY21	Quarter 3 FY21	Quarter 4 FY21
FY20 End Bal	\$ 2,245,768	\$ 2,287,161	\$ 2,499,911	\$ 2,780,398
FY20 Int Earned	\$ 17,025			
Collections	\$ 242,194	\$ 261,768	\$ 328,488	\$ 147,504
Interest Earnings	\$ 2,741	\$ 1,242	\$ 927	\$ 688
Funds Used	\$ (220,567)	\$ (50,259)	\$ (48,928)	\$ (407,069)
Ending Balance	\$ 2,287,161	\$ 2,499,911	\$ 2,780,398	\$ 2,521,521

Some of the major project costs associated with this report are: Cole Rd and Victory Rd, Eagle Rd and Amity Rd Roundabout, Eagle Rd, Amity Rd / Victory Rd & Eagle Rd / Amity Rd Roundabout, State St and Pierce Park Ln – Intersection, Ten Mile Rd and Amit Rd, Ten Mile Rd, McMillan Rd / Chinden, Curtis Rd / US20/26) Chinden Blvd, Maple Grove Rd, Victory Rd / Overland Rd.

Fiscal Implications:

To track and record the amount of general funds used in the Impact Fee Program. Staff Reports the loan from the General Fund to the Impact Fee Program has been repaid. And the Impact Fee Program has a balance of \$7.5M.

Ada County Highway District						
Impact Fee Report						
FY2021 - Year to Date						
As of September 30, 2021						
Ordinance #231A						
		Total	Qtr 4 Changes	Qtr 3 Changes	Qtr 2 Changes	Qtr 1 Balance
Balance on Oct 1, 2020		1,242,936				1,242,936
		19,718				19,718
Revenue						
	IF Collections	27,035,389	7,292,899	7,048,805	6,904,536	5,789,150
	IF Refunds	(1,405,488)	(1,390,186)	-	(4,550)	(10,752)
	Subtotal	25,629,901	5,902,713	7,048,805	6,899,986	5,778,398
		11,478	2,036	2,677	2,946	3,819
Subtotal before Expenses		26,892,555	5,902,713	7,048,805	6,899,986	7,041,052
Expenses						
	Corridor Preservation	(1,016,097)	(155,791)	(358,521)	(189,792)	(311,993)
	IF Expenses	(18,420,226)	(6,315,433)	(5,235,002)	(3,632,674)	(3,237,117)
	Subtotal	(19,436,323)	(6,471,224)	(5,593,523)	(3,822,465)	(3,549,111)
	Total Expenses	(19,436,323)	(6,471,224)	(5,593,523)	(3,822,465)	(3,549,111)
Ending Balance - September 30, 2021		7,467,710	(566,475)	1,457,958	3,080,467	3,495,760

Ada County Highway District			
Extraordinary Impact Fee Report			
FY2021 - Year to Date			
As of September 30, 2021			
	Area #1	Area #2	
	West Foothills	Warm Springs- Mesa	Total
Balance on Oct 1, 2020	\$2,250,108	(\$4,340)	\$2,245,768
FY20 Interst Earnings	\$17,025		\$17,025
Revenue			
Collections	\$882,206	\$97,748	\$979,954
Refunds			\$0
Interest Earnings	5,598		\$5,598
Revenue Subtotal	\$887,804	\$97,748	\$985,552
Expenses			
801001.002 West Foothills Overlay Extraordinary IF	(\$655,656)		(\$655,656)
801001.003 Warm Springs Overlay Extraordinary IF		(\$71,168)	(\$71,168)
Expenses Subtotal	(\$655,656)	(\$71,168)	(\$726,824)
Ending Balance - September 30, 2021	\$2,482,256	\$22,240	\$2,521,521