TO: ACHD Commission, Director Wong  
FROM: Gary Inselman, Development Services Manager  
SUBJECT: Harris Ranch Specific Plan Ordinance, SP01 Third Addendum to Cooperative Development Agreement

COMMISSION MEETING: March 20, 2013

Facts and Findings:

1. ACHD entered into a Cooperative Development Agreement (CDA) with the Harris Family Limited Partnership November 28, 2007. The CDA was amended by the First Addendum to the CDA April 15, 2009 and again by the Second Addendum to the CDA October 27, 2010.

2. The Commission acted on development application ZOA12-0002 to modify the Harris Ranch Specific Plan Ordinance (SP01) on October 3, 2012 (Attached as Exhibit A to Third Addendum to CDA).

3. The October 3, 2012 Commission action on the modification to SP01 required the CDA be replaced or modified to reflect the new conditions of approval for the modified SP01. The Third Addendum to the CDA incorporates all the changes required by the Commission action.

4. The attached Third Addendum to the CDA has been executed by the Harris Family Limited Partnership.

5. The ACHD Legal Department has reviewed the Third Addendum to the CDA for form and content.

Recommendation:

Staff recommends approval of the Third Addendum to Cooperative Development Agreement.

Attachments:

1. Third Addendum to Cooperative Development Agreement
THIRD ADDENDUM TO

COOPERATIVE DEVELOPMENT AGREEMENT
(Warm Springs Avenue/East ParkCenter Boulevard)

This THIRD ADDENDUM TO COOPERATIVE DEVELOPMENT AGREEMENT (this “Third Addendum” or “Agreement”) is made and entered into this ___ day of February 2013, by and between HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership (“Developer”) and the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (“ACHD”).

RECITALS

A. ACHD is a single county-wide highway district organized and existing under the laws of the State of Idaho, with the responsibility, jurisdiction, and authority to improve public right-of-ways.

B. ACHD and Developer are parties to that certain Cooperative Development Agreement dated November 28, 2007 for the construction and improvements to several roads supporting the development undertaken by Developer.

C. The CDA was subsequently amended by that certain First Addendum to Cooperative Development Agreement dated April 15, 2009 (the “First Addendum”), which First Addendum, among other things, identified improvements for “Segment D” and the “C and D Intersection,” as defined in the Cooperative Development Agreement. The Cooperative Development Agreement was subsequently amended by that certain Second Addendum to Cooperative Development Agreement dated October 27, 2010 (the “Second Addendum”), which Second Addendum defined certain phases of the development, and specified the number of authorized lots and required improvements associated with each phase.

D. The Cooperative Development Agreement, as amended by the First Addendum and Second Addendum, is referred to herein as the “CDA.”

E. Developer submitted an application before the City of Boise (ZOA12-0002) to modify the Harris Ranch Specific Plan Ordinance (“SP01”) to allow development of Warm Springs Avenue and identify a trigger for construction of the so-called southerly bypass (the “Application”). The Application was considered by the ACHD Commission on October 3, 2012, and ACHD approved the conditions set forth in the staff report attached hereto as Exhibit A (the “Staff Report”) and made a part hereof. In the event of any ambiguity regarding Developer’s obligations pursuant to this Third Addendum, the parties agree that the Conditions of Approval set forth in the Staff Report shall control and define the Developer’s obligations.
F. As set forth in the Staff Report attached as Exhibit A, in connection with development undertaken by Developer, ACHD and Developer desire to amend the terms and conditions of the CDA pursuant to the terms of this Third Addendum to provide for the construction and improvements to a portion of East ParkCenter Boulevard and Warm Springs Avenue as shown on Exhibit B and as more particularly set forth in this Agreement. It is the Parties’ intent that all obligations under the CDA as amended by this Third Addendum will be satisfied upon completion of the Project (as the term “Project” is defined below). Any subsequent, substantial work in ACHD right-of-way not associated with a final plat shall be undertaken in accordance with future cooperative development agreements that may from time to time be required in connection with such work.

G. In connection with this Agreement, and as further set forth below, Developer has agreed to (i) provide for the design of the Project (as the term “Project” is defined below), (ii) provide right-of-way for the Project, (iii) solicit bids and enter into a construction contract for the Project, and (iv) construct the Project. The parties have agreed to allocate the design, construction, inspection, wetlands mitigation, and other Project costs as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. PROJECT DESCRIPTION

1.1 Description of Project. The “Project” shall consist of and is defined as the construction and improvement of the public roadway designated on Exhibit B, and as the same is more particularly described in Exhibit A. As used in this Agreement, the capitalized term “Right-of-Way” means right-of-way and any and all temporary and permanent easements required for the construction of the roadway and any appurtenances thereto.

The Project is comprised of two road segments and two intersections:

a. “Segment 1” is the portion of East ParkCenter Boulevard as shown on Exhibit B (formerly identified as Segment D in the CDA. Segment 1 will be developed to include four travel lanes, bike lanes, and a sidewalk in accordance with the same design criteria that ACHD has used for that portion of East ParkCenter Boulevard constructed by ACHD and will connect to Segment 1. Segment 1 will be approximately 1000-feet long, 75-foot wide, and will have four 12-foot wide travel lanes, two 5 and 1/2 foot-wide bike lanes, and two 7-foot wide attached sidewalks. The
depiction of the point at which Segment 1 begins on the west is shown on Exhibit C attached hereto.

b. **“Segment 2”** is the portion of future East ParkCenter Boulevard as shown on Exhibit B. Segment 2 will be developed as a 4-lane parkway (73-foot street section) with two 13-foot travel lanes, two 11-foot travel lanes, a 12-foot center landscape island, 6.5-foot bike lanes, 12-foot planter strips, and 6-foot detached concrete sidewalks. The right-of-way shall extend to 2 feet behind the curb. An easement to the City of Boise shall be granted by the Developer and accepted by the City of Boise for the public sidewalk adjacent to Segment 2 on the Harris Ranch (north and east) side of the roadway prior to issuance of a notice to proceed.

c. **“Roundabout 1 Intersection”** is the intersection at Segment 1 and Segment 2 (formerly identified as C and D Intersection in the CDA, First Addendum and Second Addendum) and shall be developed as a multi-lane roundabout with a free running eastbound to southbound turn lane.

d. **“Roundabout 2 Intersection”** is the intersection at Segment 2 and Wise Way and shall be developed as a two lane roundabout.

The parties acknowledge that the length and width specifications for each of the segments above are approximate in nature and subject to adjustment and ACHD’s approval.

**SECTION 2. PROJECT DESIGN**

2.1 **Compliance with Standards and Specifications of AASHTO and ACHD.** The Project shall be designed in compliance with the standards of the American Association of State Highway and Transportation Officials (“AASHTO”), the standards and specifications set forth in the ACHD Policy Manual, and the Project construction plans and specifications approved by ACHD.

2.2 **Wetlands Mitigation.** The Project design shall be designed and completed in accordance with all requirements of the U.S. Army Corps of Engineers (“USACE”) and any other governmental agencies. Developer shall be solely responsible to obtain all permits and provide all wetlands mitigation associated with the Project and required by any USACE permitting or other governmental regulations.

2.3 **Connectivity.** All Project design shall provide for the connectivity of sidewalks and pathways on Segment 1 and to adjacent segments of East ParkCenter Boulevard and Warm Springs Avenue.

2.4 **Obligations of Parties for Project Design.** Developer shall provide for the design of (i) Segment 1, and (ii) Segment 2, (iii) Roundabout 1 Intersection, and (iv) Roundabout 2 Intersection by design professionals reasonably acceptable to, and in
accordance with the customary requirements of, ACHD. In accordance with Section 2.2 above, Developer shall also provide all Project design necessary to comply with the USACE requirements.

2.5 Final Approval of Final Plans. ACHD shall approve, in its sole discretion, the Project construction plans. ACHD shall acknowledge in writing the final, approved Project construction plans prior to commencement of construction, and such Project construction plans shall not thereafter be modified in any material way unless such modifications are approved in writing signed by ACHD.

2.6 Delivery of Documents to ACHD. Following the written acknowledgment of the final Project construction plans, Developer shall cause its engineer to submit the following to ACHD thirty (30) days prior to letting on the bid or bids for construction of any part of the Project:

a. three (3) sets of the Project plans;

b. any and all executed and notarized deeds necessary to convey the Right-of-Way as set forth in Section 3.1 below; and

c. any other related information requested by ACHD and reasonably necessary for ACHD or any other governmental agency to review such Project construction plans.

2.7 Access to Information by ACHD. Developer shall provide ACHD with copies of all designs, plans, specifications, reports, data and other materials (both digital and hard copy) produced by Developer and its agents and contractors in connection with the Project.

SECTION 3.
PROJECT RIGHT-OF-WAY

3.1 Developer’s Obligations in Acquisition and Dedication of Right-of-Way. In consideration of this Agreement, Developer shall dedicate (or has already dedicated) the following Right-of-Way to ACHD as set forth in (a) through (c) below. All dedications remaining to be made pursuant to this Agreement shall be made to ACHD through execution of a warranty deed, free and clear of all encumbrances, except for existing encumbrances of record and applicable governmental laws, ordinances and regulations.

a. Segment 1 Right-of-Way. Developer shall dedicate any remaining necessary Right-of-Way for Segment 1 from the property owned by Developer, including Right-of-Way in an amount determined by ACHD to be adequate for Segment 1 to become a four-lane road in the future.

c. **Roundabouts 1 and 2 Intersection Right-of-Way.** Developer shall dedicate any remaining necessary Right-of-Way from the property owned by Developer for the Roundabouts 1 and 2 Intersections.

3.2 **Developer’s Obligations to Vacate Existing Right-of-Way.** Where necessary to comply with Recommended Conditions of Approval 15 and 16 of Exhibit A, the Developer shall vacate within the limits of the Project the necessary portions of the existing right-of-way to 1-foot behind the curb and grant a sidewalk easement to the City of Boise, and the City of Boise shall accept the easement, prior to issuance of permits to work in the right-of-way within the limits of the Project and a notice to proceed for the Project.

**SECTION 4.**

**DEVELOPER CONSTRUCTION CONTRACT**

4.1 **Developer’s Responsibility.** Developer shall be responsible for the construction of the entire Project as further set forth below.

4.2 **Contract Terms.** The construction contract for the Project shall include, at minimum, the following provisions with regard to the entire Project:

   a. a requirement that the contractor provide payment and performance bonds required by the Public Contracts Bond Act, Chapter 19, Title 54, *Idaho Code* naming ACHD as an additional beneficiary;

   b. a requirement that the contractor be licensed as a public works contractor (Chapter 19, Title 54, *Idaho Code*);

   c. a requirement that the construction of the Project in accordance with the approved designs, plans and specifications be Substantially Complete on or before the “Completion Date,” defined herein as no later than July 1, 2014, or as otherwise extended by the ACHD Commission. As used herein, the terms “Substantially Complete” and “Substantial Completion” shall have the same meaning as in the ACHD General Conditions for a construction contract, which provide as follows: “The construction [of the Project] will be considered to be substantially complete when it can be safely used or occupied by the public for its intended purpose despite the fact that some item or items remain uncompleted.”

   d. a provision that the time for Substantial Completion will only be extended by (i) acts of God, (ii) war, (iii) delays caused by ACHD, (iv) unreasonable delays caused by utilities, as reasonably determined by ACHD, (v) inclement weather, or (vi) any request for extensions of time approved in writing by ACHD that is submitted to ACHD;
a requirement that the contractor shall pay liquidated damages of One Thousand Dollars ($1,000) per day for each day that Substantial Completion of the construction of Segment 1 and the Roundabout 1 Intersection is delayed beyond the Completion Date (or beyond the extended date as allowed by Section 2.2(c) or (d) above) and for each day that completion of Segment 1 and the Roundabout 1 Intersection are delayed beyond four (4) weeks from the date of Substantial Completion;

f. a requirement that the contractor maintain liability insurance insuring against bodily injury or death with limits of not less than Two Million Dollars ($2,000,000) per person and per occurrence, and property damage with a limit of One Million Dollars ($1,000,000) per occurrence, naming both Developer and ACHD as additional insureds;

g. a provision that the contractor shall indemnify ACHD, Developer and Developer’s engineer from any and all claims by third persons arising out of the performance of the contract;

h. a provision that as required, the contractor and the Developer shall be copermitees on the Environmental Protection Agency (EPA) Construction General Permit (CGP) and that the contractor shall file a Notice of Intent (NOI) and develop and implement an approved Storm Water Pollution Prevention Plan (SWPPP) prior to commencement of construction, and that the contractor shall not file a Notice of Termination (NOT) with the EPA until authorized in writing by ACHD. Authorization for the contractor to file the NOT will be granted by ACHD when the area subject to the CGP has achieved final stabilization as defined in the CGP;

i. a provision that ACHD must approve any change orders pertaining to any work or costs related to the Project;

j. a provision that the contract will be assignable to a third party contractor upon written notice by ACHD to contractor in the event of a default by the Developer under this Agreement; and

k. at least a two (2) year warranty on the work and materials of the Project that is assignable to ACHD or such other mutually agreeable surety method by which the quality of the work may be assured.

4.3 Conditions Precedent to Execution of Construction Contract. Prior to execution of the construction contract, the following conditions shall be satisfied:

a. Approval of Construction Contract. Developer shall obtain the written approval of ACHD of the form and terms of the construction contract, which may be withheld for any reason, including but not limited to Developer’s failure to obtain a construction contract that contains the
provisions set forth in Section 4.2 above, but which shall not otherwise be unreasonably withheld;

b. **Right-of-Way.** Any real property required for the Right-of-Way of the Project shall be deed to ACHD and recorded prior to construction of the Project, including, without limitation, the Right-of-Way described in Section 3.1 above. Any portion of the existing right-of-way required to be vacated within the limits of the Project including, without limitation, the right-of-way described in Section 3.2 above, shall be vacated and the deeds recorded prior to construction of the Project; and

c. **Letter of Credit or Cash Bond.** Developer shall provide ACHD with an irrevocable and unconditional letter of credit in favor of ACHD in an amount equal to one hundred and ten percent (110%) of the estimated cost of construction of Segment 1 and the Roundabout 1 Intersection for the purpose of assuring ACHD that Developer will perform its obligations hereunder to construct Segment 1 and the Roundabout 1 Intersection. The letter of credit shall be issued by either a national bank with a branch in Ada County, Idaho or another financial institution acceptable to ACHD. The letter of credit shall be delivered to ACHD prior to Developer’s execution of the construction contract. In lieu of a letter of credit, the Developer may provide a cash bond in the same amount, or pledge other security acceptable to ACHD of equal value. When all Developer’s contractors for Segment 1 and the Roundabout 1 Intersection have been paid and ACHD has issued its Certificate of Completion (as defined below) of the Project or of Segment 1 and the Roundabout 1 Intersection, as the case may be, such assurance shall be released to Developer.

4.4 **Copy of Contract to ACHD.** Developer shall provide ACHD with a copy of the executed construction contract.

**SECTION 5. CONSTRUCTION AND COMPLETION OF THE PROJECT**

5.1 **Project Schedule and Coordination.** The Project shall be completed in accordance with the requirements set forth in the Recommended Condition of Approval #10 in Exhibit A, which is subject to all other ACHD policies and traffic control requirements. Notwithstanding the foregoing, Recommended Condition of Approval #10.c shall not be applicable to the Project.

5.2 **Permits and Fees.** Prior to the commencement of construction, Developer shall require that the contractor (i) has obtained all applicable permits to work in the Right-of-Way, and (ii) has paid all applicable fees for such permits. Developer acknowledges that this Agreement will not function as an ACHD permit to work in the public right-of-way.
5.3 **Manner of Construction.** Upon ACHD’s written approval of the Project construction contract, Developer shall provide for construction of the Project in compliance with the construction contract and with all design requirements set forth in Section 2 above and shall diligently and continuously prosecute such construction to completion on or before the Completion Date.

5.4 **Change Orders to Contract.** Developer shall obtain the written approval of ACHD before approving any change order in the construction contract related in any way to the design, quality, or timing of the Project.

5.5 **Inspections.** Inspecting and testing shall be accomplished by ACHD or a third party as required by and in accordance with ACHD standards.

5.6 **Issuance of Certificate of Completion.**

a. Upon completion of the construction of the Project, Developer shall furnish to ACHD the Project manager’s written certification that the Project is complete in accordance with the approved plans.

b. Within fifteen (15) days after delivery of the Project manager’s written certificate, ACHD shall either (i) accept the same or (ii) provide a written itemization of those matters it reasonably finds to be non-conforming, in which case Developer shall promptly cause the remediation of all non-conforming matters.

c. ACHD shall acknowledge its acceptance of the Project in writing as complete and issue a certificate stating that the project is complete (a “Certificate of Completion”) within fifteen (15) days after the later of (i) delivery of the Project manager’s certification to ACHD, or (ii) remediation of any non-conforming matters.

d. Upon issuance of the Certificate of Completion, Developer shall deliver to ACHD drawings for the Project, as-built, in both a reproducible printed format on mylar and in electronic files in AutoCAD format.

e. For purposes of releasing the letter of credit or cash bond required pursuant to Section 4.c of this Agreement, Developer may, at Developer’s discretion, furnish ACHD written confirmation by the Project manager that Segment 1 and the Roundabout 1 Intersection are complete in accordance with the approved plans. In the event Developer provides such written certification, ACHD shall issue a Certificate of Completion (applicable to Segment 1 and the Roundabout 1 Intersection only) in the manner otherwise provided in this Section 5.6.

5.7 **Warranty.** Upon issuance of the Certificate of Completion, Developer shall complete all paperwork necessary to assign to ACHD the contractor’s two (2) year warranty of the work and materials on the Project.
5.8 **Representations and Warranties.** Developer represents and warrants that upon completion of the Project, the Project shall be free and clear of all liens and encumbrances that were not created by or with the written consent of ACHD.

**SECTION 6.**
**PAYMENT OF PROJECT COSTS**

6.1 **Payment of Project Costs.** All costs associated with the completion of the Project shall be the responsibility of the Developer, including, without limitation (i) all design costs of Segment 1, Segment 2, Roundabout 1 Intersection, and the Roundabout 2 Intersection, and any errors or omissions in the design of these portions of the Project; (ii) the construction costs for Segment 1, Segment 2, Roundabout 1 Intersection, and the Roundabout 2 Intersection; (iii) the inspection and testing costs for Segment 1, Segment 2, Roundabout 1 Intersection, and the Roundabout 2 Intersection; (iv) the cost of any wetlands mitigation for the entire Project; (v) all testing and permitting costs associated with the entire Project; (vi) any compensation for the Project manager; and (vii) any costs associated with the dedication of any Right-of-Way for the Project as set forth in Section 4 above.

**SECTION 7.**
**REMEDIES**

7.1 **Default by Developer.** In addition to such other remedies at law or in equity for default that ACHD may have, in the event Developer fails or neglects to perform its obligations under the terms and provisions of this Agreement in the time and manner required herein, ACHD may seek an injunction and specific performance of Developer’s obligations hereunder, it being acknowledged by Developer that any delay in Developer’s performance or breach of its obligations may cause irreparable damage that may result in the event Developer’s obligations hereunder are not specifically enforced. Accordingly, if any dispute arises, Developer agrees that ACHD shall be entitled, without showing actual damage, to a temporary or permanent injunction restraining any action that is in breach of this Agreement pending determination of such controversy and that no bond or other security shall be required in connection with such action. In addition, if any dispute arises concerning the obligations of Developer under this Agreement, such right or obligation shall be enforceable by decree of specific performance. Finally, without limiting the foregoing, and in addition to all damages to which ACHD may be entitled as resulting from Developer’s breach, if Developer defaults with regard to any of its obligations hereunder, (i) ACHD is specifically authorized by this Agreement to complete the Project, in which case Developer shall pay for all costs and expenses associated with such completion, and (ii) ACHD may exercise its right to assign this Agreement to a third party contractor as set forth in Section 4.2(j) above. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

7.2 **Default by ACHD.** In the event ACHD fails or neglects to perform its obligations under the terms and provisions of this Agreement in the time and manner required herein, Developer shall be entitled to all remedies available at law or in equity.
7.3 **Attorney Fees.** Should either party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, or to recover damages for the breach of this Agreement, or to resolve any disagreement in interpretation of this Agreement, the unsuccessful party in any final judgment or award entered therein shall reimburse the prevailing party for all reasonable costs, charges and expenses, including attorneys’ fees expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment or award.

**SECTION 8.**
**OTHER PROVISIONS**

8.1 **Notices.** Any notice required to be given hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) four (4) days after having been sent by prepaid registered or certified mail, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be to the respective parties to this Agreement at the following addresses:

Ada County Highway District  
Attn: Tim Nicholson, P.E.  
3775 N. Adams Street  
Garden City, Idaho 83714-6499  
Telephone: (208) 387-6177  
Facsimile: (208) 387-6393

Harris Family Limited Partnership  
Attn: Doug Fowler, LeNir, Ltd.  
4940 Mill Station Drive  
Boise, ID 83716  
Telephone: (208) 344-1131  
Facsimile: (208) 344-1148

8.2 **Choice of Law.** This Third Addendum shall be governed by, and construed in accordance with, the laws of the State of Idaho.

8.3 **Non-Waiver/Prior Conditions/Existing ACHD Policies.** This Third Addendum shall not be construed as an amendment or waiver of any of Developer’s obligations under the CDA except as specifically set forth herein. Except as otherwise identified in the conditional approval of the conceptual roundabout design issued by ACHD Staff on August 7, 2012 (attached as Exhibit D and made a part hereof), Developer shall comply with all ACHD policy requirements and standard conditions of approval. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of the CDA or this Third Addendum, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any
other covenant, agreement, term, or condition. Similarly, no waiver or modification of any existing ACHD policy is approved except as identified by section in this Third Addendum or as otherwise specifically set forth herein. No waiver shall be binding unless executed in writing by the party making the waiver.

8.4 **Effect of Amendment.** In the event of any conflict between the terms of the CDA and this Third Addendum, this Third Addendum shall control.

8.5 **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.

8.6 **Entire Agreement.** This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

8.7 **Acknowledgments and Modifications.** No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by ACHD and each of the parties comprising Developer.

8.8 **Headings.** The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.9 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

8.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

8.11 **Recitals Incorporated by Reference.** The Recitals of this Agreement are incorporated by this reference into this Agreement.

8.12 **Further Acts and Cooperation.** The parties shall deliver to the other, from time to time, for no additional consideration and at no additional cost to the requesting party, such further information, plans, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Agreement and to allow each party fully to exercise its obligations and enjoy its rights accorded by this Agreement. Without limiting the foregoing, Developer agrees to provide and to authorize ACHD use of any and all information, documentation or other records that relate to the real property within the Project area or within the area of ACHD’s East ParkCenter Bridge Project, including, but not limited to, title reports, surveys, wetlands delineations, mitigation plans, or any information associated with the Developer’s applications for governmental permits.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**DEVELOPER:**

HARRIS FAMILY LIMITED PARTNERSHIP,
an Idaho limited partnership

By: Harris Management Company, LLC,
its General Partner

**MEMBERS:**

Brian R. Harris
Class A

Mildred H. Davis
Class B

Felicia H. Burkhalter
Class C

**MANAGERS:**

Brian R. Harris
Class A Manager

Mildred H. Davis
Class B Manager

Felicia H. Burkhalter
Class C Manager
ACHD:

ADA COUNTY HIGHWAY DISTRICT

_________________________________
By: ________________________________
Its: Commission President

Exhibits

Exhibit A  ZOA12-00002 ACHD Staff Report dated October 3, 2012
Exhibit B  Project Road Segments and Intersections
Exhibit C  Depiction of Point at Which Segment 1 Begins
Exhibit D  Conditional Approval of Conceptual Roundabout Design
Project/File: Harris Ranch Specific Area Plan Text Amendment/ ZOA12-00002

The applicant is requesting approval of a text amendment to modify the Harris Ranch Specific Area Plan (SP01). The proposed amendments are specifically related to ACHD’s 2007 action on SP01 and take into consideration alterations to existing Warm Springs Avenue, the number of roundabouts to be constructed on existing Warm Springs Avenue, and required traffic impact study updates.

Lead Agency: City of Boise

Site address: Warm Springs Avenue

Commission Hearing: October 3, 2012
Regular Agenda

Commission Approval: October 3, 2012

Applicant: Doug Fowler
Harris Family Ltd Partnership
4440 Mill Station Dr.
Boise, ID 83716

Representative: Hethe Clark
Spink Butler, LLP
P.O. Box 639
Boise, ID 83701

Staff Contact: Mindy Wallace
Phone: 387-6178
E-mail: mwallace@achidaho.org

SP01 Modification
Request to Modify ACHD’s 2007 Action on SP01

Introduction

On April 10, 2007 the ACHD Commission heard and approved the Harris Ranch Specific Area Plan (SP01) with comments and recommendations to the City of Boise. SP01 includes 1,295 acres, all of the land that is anticipated to be incorporated into the Harris Ranch development.

The applicant is required to comply with all recommendations of the Specific Area Plan for each preliminary plat application unless specifically modified in subsequent preliminary plat approvals. The ACHD actions on the preliminary plat applications set forth ACHD’s site specific conditions of approval for each preliminary plat. Since ACHD’s 2007 action on the Specific Area Plan, the applicant has requested two other modifications to SP01, one in 2009 and the other in 2011. Both of the prior requests were land use related and did not impact ACHD recommendations.

The applicant’s current request to modify SP01 (Attachment A) is specifically related to ACHD’s 2007 action and addresses alterations to existing Warm Springs Avenue, the number of roundabouts to be constructed on existing Warm Springs Avenue, and required traffic impact study updates. ACHD has acted on three preliminary plats within SP01: Harris Ranch No. 11, Dallas Harris Estates No. 4, and Dallas Harris Estates No. 8. If modifications to ACHD’s original action on SP01 are approved, the prior ACHD preliminary plat approvals will need to be revised to ensure the site specific conditions of approval match the modified SP01 recommendations.

Through this modification process staff also recommends that ACHD address and provide new recommendations and conditions of approval to match past Commission actions approving variances to items such as: alleys, placement of pressurized irrigation facilities, sidewalks, sidewalk easements, and right-of-way widths. Approval of the SP01 modifications will also require amendments to the Cooperative Development Agreement (CDA) and the First and Second Addendums to the CDA.

Throughout the remainder of the report you will see references to lots or residential units. Lots are defined as single building lots. Residential units are individual dwelling units such as single family homes, apartments, townhomes, or condominiums.

Applicant’s specific request to Modify SP01:

- Identify a path forward for construction of the southerly bypass and reclassification of existing Warm Springs Avenue;

- Allow for gradual development of existing Warm Springs Avenue as Harris Ranch develops; and

- Address requirements for future traffic impact studies.
Identify a path forward for construction of the southerly bypass and reclassification of existing Warm Springs Avenue

1. Alterations to Existing Warm Springs

   a. **Specific Area Plan Action:** The Commission action on the Specific Area Plan requires maintaining the function of existing Warm Springs Avenue as an arterial until the new southern arterial route (southerly bypass) is constructed and operational. The only exceptions to this are as follows:

      - No roundabouts on the existing Warm Springs Avenue beyond the westerly most roundabout (roundabout 1) which will serve the new arterial.

      - A maximum of six street intersections (including roundabout 1 and existing Wise Way), consistent with District policy for this classification of roadway and amount of frontage, will be allowed prior to constructing the new arterial route. If the intersecting streets are full access they will be required to be stop controlled on the minor approaches. If the streets are to be right-in/right-out only, the applicant shall construct the proposed center landscape median on Warm Springs Avenue.

      - ACHD will consider re-classifying the existing Warm Springs Avenue as a collector after the new arterial is built and accepted by the District.

   b. **Harris Ranch Proposal:** Harris Ranch is proposing changes to SP01, which would allow modifications to existing Warm Springs Avenue prior to the construction of the southerly bypass. The requested modifications include the construction of curb, gutter, and sidewalk on existing Warm Springs Avenue, construction of roundabouts, and installation of temporary pedestrian facilities to allow pedestrians access to the greenbelt located on the south side of the roadways.

    Harris Ranch proposes that SP01 Section 11-23-08.02D (2), which reads: **No alterations to the existing arterial will be made until the new arterial is fully constructed;** be deleted in its entirety and replaced with the following language:

    **Warm Springs Avenue may be altered through the course of the development of Harris Ranch. Construction of the proposed southerly bypass shall commence upon Warm Springs Avenue reaching 530 vehicle trips per directional PM peak hour (annual average), with completion of the southerly bypass within two years of commencement of construction. Completion of the southerly bypass shall require installation of four lanes off the East Parkcenter Bridge through the second roundabout on the southerly bypass. Two lanes will be constructed on the remainder of the southerly bypass.**

   c. **Staff Comment:** If the ACHD Commission votes to approve the applicant’s request to allow modifications to existing Warm Springs Avenue prior to construction of the southerly bypass, the following staff comments and recommendations for how to implement changes to Warm Springs Avenue should be taken into consideration.
2. When is the Southerly Bypass Needed?

If Warm Springs Avenue is modified prior to the construction of the southerly bypass, then the question becomes; when is the southerly bypass needed from an operational perspective?

The applicant has always proposed to reclassify existing Warm Spring Avenue from a minor arterial to a collector roadway. With this in mind and with the applicant's proposed interim improvements to existing Warm Springs Avenue (see Finding 6 on page 7) which include two travel lanes and dedicated turn lanes, it is recommended that the collector LOS D standard, (530 peak hour directional vph for a three lane collector) be used as the threshold in determining when the southerly bypass should be constructed. Staff recommends the 530 vph count be determined by the 30th highest directional hourly volume. The 30th highest directional hourly volume is the industry standard for determining the design hourly volume, as recommended in the AASHTO Policy on Geometric Design of Highways and Streets (6th Edition).

The submitted traffic impact study (Attachment C) notes that the peak directional hourly volume will reach 530 vph in the early construction of Phase 6 of the development. To ensure that the southerly bypass is constructed when warranted, staff recommends that a permanent counter be installed on existing Warm Springs Avenue between the first large roundabout and Perrault Way. Staff recommends that ACHD provide and install the permanent counter. There is a benefit to having the permanent counter installed as it allows for consistent monitoring of the traffic volumes on existing Warm Springs Avenue. Additionally, ACHD can reuse the permanent counter equipment once the southerly bypass has been constructed. The estimated cost for ACHD to purchase and install the counter is $15,000. Approximately $12,500 of the cost is for equipment that ACHD can salvage and re-use when the counter is removed in the future.

Staff recommends that the southerly bypass construction be completed within twelve (12) months of reaching the 530 vph threshold. Staff supports flexibility in the allowed duration of construction depending upon site conditions at the time such as weather and issues specifically related to the proximity of the river. Any time extensions should be required to be approved in advance by ACHD.

Staff recommends that the southerly bypass be completed and accepted by ACHD prior to plan approval or any final plat phase within the 7th Phase of the development (as currently depicted in SP01, see Attachment D) or any final plat which exceeds 748 lots and/or 994 residential units.

3. Construction of the Southerly Bypass

The southerly bypass is a planned minor arterial roadway anticipated to replace existing Warm Springs Avenue by providing an alternative route for through traffic and allowing for the conversion of existing Warm Springs into the pedestrian-friendly centerpiece envisioned by the applicant.
The submitted traffic impact study recommends that the southerly bypass be constructed to four lanes from the Parkcenter/Warm Springs intersection to the bypass/Tapadaras intersection and be constructed to two lanes from that point east to the bypass/existing Warm Springs intersection. The study also recommends that the three roundabouts proposed to be constructed on the bypass be constructed as dual lane roundabouts, with the first roundabout at the Parkcenter/existing Warm Springs intersection to be constructed having two entry lanes on the northbound and eastbound approaches and be built out by the completion of Phase 5. It is recommended that the bypass/Tapadaras intersection be constructed with two entry lanes on the eastbound approach and a free running right turn lane.

![Bypass Improvements Recommended by ACHD Staff](image)

Staff generally agrees with the recommendations of the traffic impact study, with the exception that the bypass be constructed to two lanes from the Tapadaras intersection east to existing Warm Springs Avenue. The study notes a peak directional hour traffic volume of 755 vph on this segment of the bypass at build out of the Harris Ranch community in 2035. This is very near the ACHD acceptable level of service thresholds for a two lane minor arterial roadway with median control, which is 770 vph. The TIS reports peak hour directional volumes of 945 and 801 for the next two segments of Warm Springs Avenue east of the bypass intersection with Warm Springs Avenue (Bypass to Eckert Rd and Eckert Rd to Lysted Avenue). These projected volumes exceed the adopted level of service standard. To ensure adequate capacity and travel time on the bypass staff recommends that the southerly bypass be constructed as a four lane minor arterial from the Parkcenter/Warm Spring intersection east to the Tapadaras/bypass intersection, as a two lane minor arterial (preserve for four lanes) from the Tapadaras/bypass intersection east to the bypass/existing Warm Springs intersection, and a 4/5 lane minor arterial roadway from the bypass/existing Warm Springs intersection east to Lysted. This segment should be constructed when
warranted prior to any further final plats being approved. Future TIS updates will verify when the widening is warranted. Traffic mitigation requirements and the applicant’s cost obligations will be addressed in the future preliminary plat phase projected to put the road segment over capacity. The applicant’s TIS projects Harris Ranch will generate 36% of the vehicle trips in 2035 in the segment of Warm Springs Avenue from Eckert to Lysted. Without these additional 294 peak hour trips from Harris Ranch the road segment is projected to operate at an acceptable level of service without widening.

Consistent with the recommendations of the traffic impact study, the three roundabouts proposed to be constructed on the southerly bypass should be constructed as dual lane roundabouts with two entry lanes on the eastbound approach and free running right turn lane at the bypass/Tapadaras intersection.

**Bypass Improvements Recommended by ACHD Staff**

![Diagram of road network with labels for Existing Warm, Southernly Bypass, Tapadaras, Eckert, Lysted. Colors indicate lane count: Purple = 4 lanes, Blue = dual lane roundabouts, Green = 2 lanes - preserve for 4 lanes, Red = 5 lanes.]

4. **Boise City Requirements**
Boise City has requirements within SP01 and Ordinance No. 6807 (Attachment E), which requires the construction of the extension of Parkcenter Boulevard off the bridge, the first roundabout at the Parkcenter/existing Warm Springs intersection, the first...
segment of the bypass, and the second roundabout on the bypass to be completed no later than July 2014. At this time the applicant is not proposing to modify this requirement, but has indicated to staff that they may choose to approach the City to request a change in this condition in the future.

City of Boise Requirements

The submitted traffic impact study notes that the southbound left turning movement at the Parkcenter/existing Warm Springs intersection (location of the first roundabout) will reach capacity in its current unsignalized T-type configuration by the build out of Phase 5 of the development. The study recommends that this intersection be reconstructed as a roundabout by build out of Phase 5 or based on previous agreements, whichever comes first.

Consistent with the recommendations of the traffic impact study, staff recommends:

- The extension of Parkcenter Boulevard should be constructed as a principal arterial roadway.
- Two dual lane roundabouts should be constructed.
  - One located at the intersection of Parkcenter/existing Warm Springs (two entry lanes on the north and eastbound approaches).
  - The second roundabout on the bypass at the intersection with Wise Way.
- The bypass between the 1st and 2nd roundabouts should be constructed.
- All of the improvements above should be constructed prior to plan or plat approval for any final plat phase exceeding 496 total lots or 621 residential units.
or by the July 1, 2014 date as required by the City of Boise, whichever occurs first.

5. Cooperative Development Agreement

a. Staff Comments: The applicant and ACHD are currently operating under the requirements of the Cooperative Development Agreement entered into November 28, 2007. First Addendum to the Cooperative Development Agreement entered into April 15, 2009, and the Second Addendum to the Cooperative Development Agreement entered into October 27, 2010 (collectively the CDA). The CDA allows the applicant to final plat 273 residential lots and 2 commercial lots prior to the construction of the extension of Parkcenter Boulevard as a five lane arterial roadway from the bridge to the first roundabout and construction of the first roundabout including the segment of the bypass abutting the Fire Station lot (Attachment F).

b. Staff Recommendations: A new CDA will be required to incorporate any new or modified conditions of approval based on the Commission’s action on the applicant’s request to modify ACHD’s original action on SP01. The applicant should be held to the conditions and requirements of the original CDA, including the requirement for the construction of Parkcenter Boulevard and the first roundabout prior to final platting the 274th lot, until replaced with a new CDA.

Allow for gradual development of existing Warm Springs Avenue as Harris Ranch Develops

6. Number of Roundabouts and Interim Improvements on existing Warm Springs

a. Specific Area Plan Action: Harris Ranch had originally proposed to construct seven roundabouts on existing Warm Springs Avenue as part of SP01. Staff was supportive of the proposed roundabouts on Warm Springs Avenue due to the fact that the roundabouts provided U-turn access. The roadway was proposed to have center landscape medians its entire length restricting the intermediate local street intersections to right-in/right-out. Recognizing that construction of roundabouts on existing Warm Springs Avenue would be a substantial alteration to the function of the roadway, the staff recommended and the Commission voted to allow the construction of the roundabouts on existing Warm Springs Avenue, but not until after the proposed southerly arterial bypass was constructed.

b. Harris Ranch Request: Harris Ranch has proposed a reduction in the number of roundabouts to be constructed on existing Warm Spring Avenue from seven to four. The applicant has proposed an interim condition which would allow for the construction of the roundabouts and other improvements to Warm Springs Avenue.

c. Applicant’s Proposal Prior to Construction of the Southerly Bypass: The applicant is now proposing to construct improvements to existing Warm Springs Avenue beginning
at Perrault Way progressively moving east, without leapfrogging over roadway segments or intersections. The proposed interim improvements include constructing existing Warm Springs Avenue to a three lane Collector street section as originally proposed and required with the exception of the sidewalk now being in an easement to the City of Boise (See Finding 10 on page 15).

The applicant is proposing to construct existing Warm Springs Avenue as a 48-foot street section with two 12-foot travel lanes, two 6-foot bike lanes, and an 11-foot center landscape island. The 11-foot center landscape island would be temporarily omitted at two intersections: Trailwood Way and Shadywood Way. At these two intersections temporary northbound left turn lanes would be constructed. All other intersections, with the exception of the roundabouts, would be restricted to right-in/right-out only movements with the installation of concrete guardrail barriers. All of the improvements are proposed to be constructed within a minimum 50-foot right-of-way.

The applicant is proposing to install MUTCD required signage at the non-roundabout intersections/non-left turn intersections.

**d. Applicant's Proposal After the Construction of the Southerly Bypass:** After the construction of the southerly bypass, the applicant is proposing to remove the concrete barriers and construct the 11-foot wide landscape islands on existing Warm Springs Avenue. Full turning movements would be allowed at all street intersections along existing Warm Springs Avenue.
e. **Staff Comments/Recommendations:** Staff is supportive of the applicant's proposal to reduce the number of roundabouts and for the construction of interim improvements to Warm Springs Avenue. The northbound left turn lanes proposed to be constructed on existing Warm Springs Avenue at the intersections of Trailwood Way and Shadywood should be designed and constructed to meet all ACHD standards, and to provide a minimum 50 feet of storage with 50 foot tapers at the intersections.

The applicant should be required to submit plans for the installation of the concrete barriers, including end treatments/crash attenuators, for review and approval. This should also include a signage plan for the intersections. The proposed signage should meet MUTCD requirements.

To ensure there is appropriate and safe pedestrian access across existing Warm Springs Avenue until the bypass is constructed and accepted, the applicant should be required to install Rapid Rectangular Flashing Beacons (RRFB) or similar treatment as approved by ACHD at the intersections of Trailwood Way and Shadywood Way.

All new street intersections with Warm Springs Avenue constructed after the date of this action should be built to conform to the interim improvements recommended above until the bypass is constructed and accepted.
Removal of the interim improvements (concrete barriers, signage, left-turn lanes) should be completed prior to final acceptance of the southerly bypass.

Staff is supportive of the applicant's proposal to remove the concrete barriers and construct the 11-foot wide landscape islands on existing Warm Springs Avenue after the construction of the southerly bypass. This will allow full turning movements at all street intersections along existing Warm Springs Avenue. The applicant should be required to dedicate the landscape medians as right-of-way and enter into a license agreement for the maintenance of any proposed landscaping.

7. Warm Springs Avenue Construction Phasing
Maintaining traffic on Warm Springs Avenue and limiting delays and impacts to the public is an operational concern for ACHD. The phasing of the reconstruction of Warm Springs Avenue in terms of timing and number of phases will determine the duration and frequency of impacts to the public utilizing this arterial roadway. Multiple one or two block construction phases could potentially lead to several consecutive years of closures on Warm Springs Avenue during construction.

a. Applicant Proposal: The applicant has suggested the following language to address staff concerns regarding the phasing of construction on existing Warm Springs Avenue: "In accordance with Section 6007.3.3 of ACHD policy the developer must have an approved traffic control plan prior to ACHD acceptance of the Warm Springs Avenue road closures." (Attachment G)

The applicant has stated that they do not anticipate requesting a closure of existing Warm Springs Avenue for an extended time until the relevant portions of Old Hickory Way are completed and available as the detour route.
b. **Staff Comments:** Staff does not support the applicant's proposed language to address the operational concerns raised by potential closures to Warm Springs Avenue. The issues and potential impacts are too great to leave to a future traffic control plan review. ACHD policy does not contemplate the potential repeated closures of an arterial roadway for several consecutive years. This potential is a concern for ACHD regardless of how short or long the closure duration may be in any given year.

c. **Related Road Segments, Conditions and Approximate Timing of Construction**
The following roadway segments, as depicted in the figure on the next page, are integral to the phasing of construction on Warm Springs Avenue and available detour routes.
1. Parkcenter Boulevard, 1st Roundabout at Warm Springs Avenue, 1st segment of southerly arterial bypass, 2nd Roundabout (Red)
   a. Construction should be required prior to final platting of greater than 498 lots, 621 residential units, or complete construction by July 1, 2014 whichever occurs first;
   b. Parkcenter Boulevard / Warm Springs Avenue will most likely be under construction and subject to closure in first half of 2014.
2. Barber Drive east of Warm Springs Avenue (Orange)
   a. To be reconstructed in Phase 10;
   b. Anticipate construction complete by July 2013.
3. Barber Drive, Old Hickory Way to Harris Ranch Road (Blue)
   a. Narrow substandard roadway;
   b. Narrow bridge, 20' face of rail to face of rail;
   c. Staff recommends against this route as a detour for all arterial traffic from Warm Springs Avenue.
4. Old Hickory Way, segment 4 – construction anticipated in Fall 2012. (Purple)
5. Old Hickory Way, segment 5 – construction anticipated in Spring 2013. (Green)
6. Old Hickory Way, segment 6 – not currently planned until Phase 11, Spring 2013. (Yellow)
   a. This segment is needed to complete the collector roadway between Warm Springs Avenue and Barber Drive. It could then be used as a future detour when Warm Springs Avenue is reconstructed between the 1st Roundabout and Old Hickory Way. This is staff's preferred detour route.
7. New Boise City Fire Station accesses existing Warm Springs Avenue at location of 1st Roundabout.
   a. Applicant should be required to provide ACHD written approval from Fire Department for alternative access during construction on all phases reconstructing Warm Springs Avenue.
d. **Staff Recommendation:** In consideration of the factors above, staff recommends establishing the following criteria to minimize the impacts to the public until the southerly arterial bypass is constructed and open:

- No alteration to existing Warm Springs Avenue until after the 1st Roundabout and Parkcenter Boulevard west to the east Parkcenter Bridge is completed (Segment 1 above); provided the requirement to construct these improvements by July 1, 2014 is not changed by the ACHD Commission. The applicant may include segments east of the first roundabout to be built concurrently with the Parkcenter extension and the first roundabout.
- No alteration to existing Warm Springs Avenue until Old Hickory Way (new north-south collector roadway) is completed and Barber Drive west of Old Hickory Way is reconstructed and available to be utilized as the detour route (Segments 2, 4, 5, and 6 above).
- Construction between Memorial Day and Labor Day may be considered by ACHD upon review of site conditions and other related factors such as: weather, groundwater, size and duration of construction phase, etc. This will require a construction schedule be submitted to ACHD early in the year (staff recommends no later than March 1st) to provide a sufficient construction window before Memorial Day. No construction or closures on existing Warm Springs Avenue between
Memorial Day and Labor Day should be allowed if the construction can be accomplished earlier in the year. All construction or closures on existing Warm Springs Avenue must be approved by ACHD, and only after ACHD staff review and concur with the proposed construction schedule.

- Warm Springs Avenue construction phases necessitating a closure of existing Warm Springs Avenue may not occur in consecutive calendar years beginning in 2015. This will allow construction on Warm Springs Avenue in 2014 and 2015.
- The applicant should provide ACHD written approval from the Boise City Fire Department for alternative access during all construction phases impacting Warm Springs Avenue.

Address requirement for future traffic impact studies

8. Future Traffic Impact Studies

a. Existing ACHD requirement: The April 10, 2007 Commission action on the Harris Ranch Specific Area Plan (SP01) and ACHD Policy Section 7106.7.2 requires the applicant to submit an updated TIS with each preliminary plat phase of the development.

b. Applicant Request: The applicant is requesting to modify the requirement to the following: "Updated traffic impact studies will be required only if Harris Ranch requests a substantial change to the development as presently proposed."

c. ACHD Policy 7106.7.2 - Multi-Phase Developments

For large scale developments, like planned communities or specific area plans, ACHD will require that a phasing analysis be submitted with the initial TIS or with the first preliminary plat submittal. This phasing analysis shall include the size and type of the proposed land uses within each phase and the anticipated mitigation measures necessary with each phase. Prior to the approval for each subsequent phase of the development, the applicant shall submit an updated TIS. The updated TIS shall include information from the built development to date including actual traffic counts and actual trip capture; projected traffic for the current phase and anticipated trip capture, based on development of applicable land uses, and necessary mitigation measures for the current phase. In addition, the updated TIS shall include updated traffic counts for the impacted roadway segments and intersections consistent with Section 7106.6.

d. Staff Comments: Staff does not support the applicant's requested modification to the existing requirement and ACHD policy. As proposed, the applicant could proceed to build out the development over the next several decades without submitting another TIS or verifying the assumptions in the current TIS. The policy requiring an updated TIS with each phase of the development is intended to assist staff in determining the impacts to the ACHD system and appropriate mitigation measures based on the most current information available. The updates also provide a check at each phase of the development to ensure the previous TIS assumptions were accurate for the phases built to date and to give an opportunity for corrections and/or adjustments if necessary. Depending on the accuracy of the original TIS projections of future traffic conditions, the
previously identified mitigation measures may need to be updated. This could potentially lead to additional mitigation measures or less mitigation measures depending on the data and analysis in the updated TIS.

Staff is proposing an alternative to the existing requirement and recommends that a modification of policy be considered. An updated TIS is not necessary with every preliminary plat phase of the development if small preliminary plats are submitted over a short period of time with no changes to the Specific Area Plan. Therefore, staff recommends a threshold for maximum time duration and a maximum number of lots that can be preliminary platted between TIS updates be established.

The average number of lots in the original Harris Ranch Specific Area plan phasing is 118 for phases 1 through 10. Phase 11 has 355 lots which is more than double the next largest phase. The ACHD Commission granted a variance to the TIS policy for the first three preliminary plat applications submitted by the applicant. The TIS submitted in support of the current application comes a little more than 5 years after the original Commission action on the Specific Area Plan.

e. Staff recommendation: An update to the TIS should be required after 240 lots have been preliminary platted or 4 years, whichever occurs first. Therefore, with the preliminary plat that contains the 241st lot since the last update to the TIS or with the first preliminary plat submitted after 4 years has elapsed since the acceptance of the last TIS update, whichever occurs first, an update to the TIS should be required. In addition, a TIS should be required with all development applications that include a change to the Specific Area Plan that may alter traffic impact projections at the sole discretion of ACHD. All TIS submittals, including updates to a TIS, must meet ACHD policy requirements at the time of submittal.

f. TIS Update Requirements: An update to the TIS should include the following items:
- Updated traffic counts for the impacted roadway segments and intersections listed in the previous TIS;
- Information from the built development to date including actual traffic counts and actual measured trip capture (trip capture shall be assumed to be zero, for the built development, if no measurements are provided);
- Projected trip generation, trip distribution and assignment, and anticipated trip capture for the current phase under consideration (preliminary plat application), based on development of the applicable land uses;
- Necessary mitigation measures for the current phase;
- Updates to all analysis, conclusions, and recommendations found to be out of date or in need of correction based on the updated information;
- Meet all current ACHD policy requirements for a TIS at the time of submittal.
Other Outstanding Issues

9. Alleys

a. Specific Area Plan Action: As part of the Specific Area Plan the applicant has proposed multiple alleys within the development that intersect other alleys, have curves, are T-type, and are H-type alleys. Several of the proposed alley types do not meet ACHD Alley Policy and, as a result, the ACHD action on the Specific Area Plan required that those alleys not meeting ACHD policy be redesigned or that the alleys be private.

b. Staff Comments – Alley Design: Since the ACHD Commission's 2007 action on SP01 ACHD's Alley Policy has been updated to allow for the construction of alleys with curves and T-type alleys similar to those proposed by Harris Ranch in SP01. Although the Alley Policy does not allow for the H-type alleys proposed throughout the development, the Commission has previously granted waivers of policy to allow for the construction of the H-type alleys through actions on the preliminary plats. The Commission granted the waivers to ensure jurisdiction over the alleys if issues arose in the future.

c. Staff Recommendations – Alley Design: Given ACHD's current Alley Policy and the ACHD Commission granting past waivers of policy to allow for the construction of curve, H-type, and T-type alleys, staff recommends a modification to ACHD's 2007 action on SP01 to allow for alley types presented in SP01. All of the proposed alleys (curve, T-type, and H-type) should be designed and constructed as proposed and meeting all other ACHD policies in effect at the time of preliminary plat approval.

d. Alley Site Distance and Intersections:
    During the plan review of Dallas Harris Estate No. 1, several issues arose regarding sight distance for alley to alley intersections and the horizontal curves in the alleys. The applicant's engineer and ACHD's Development Review staff worked out a solution in regards to the dimensional standards used in evaluating the sight distance for the alley to alley intersections and the horizontal curves in the alleys. Those same standards (noted below) should be used for all alley to alley intersections and alleys with horizontal curves within SP01.

    All alley to alley intersections should be designed based on the 10' X 20' sight triangle required by Boise City Code 11-01-03.1 and ACHD policy detail 72-F7A. The driver's eye location should be decreased to 10-feet from the edge of the travel way.

    All alleys with horizontal curves should be designed using the AASHTO equation 3-38.
    \[ HSO = R \left(1 - \cos\left(28.65^\circ - S/R\right)\right) \] using \( S = 80 \).
10. Sidewalks/Irrigation

a. Staff Comments: During the December 14, 2011 and January 18, 2012 ACHD Commission meetings, the Commission heard and approved a request for a waiver of policy to allow the applicant to modify the standard right-of-way configuration which allowed the pressure irrigation system location to remain under the sidewalks as designed for final plats 6 and 7 (preliminary plats Harris Ranch 11, Dallas Harris Estates 4 and Dallas Harris Estates 8). The proposal has ACHD relinquishing jurisdiction over the public sidewalks to the City of Boise.

The applicant's request for a waiver of policy was due to a change in the source of the water for the irrigation from surface water to wells proposed to be owned and operated by the developer. As a result, Boise City refused to take over the pressure irrigation system as was originally intended.

Pressure irrigation systems within the public right-of-way are allowed under ACHD policy for Private Non-Regulated Utilities and are subject to a Private Utilities Agreement between the owner, developer, and ACHD. The pressure irrigation system was designed and located within the public right-of-way under the sidewalks in Dallas Harris Estates final plat phases 1 through 5.

The applicant proposed to provide a public sidewalk meeting all ACHD and ADA requirements, but to provide a sidewalk easement to the City of Boise. The Dallas Harris Estates Homeowner's Association will be responsible to maintain the sidewalks. This proposal provides the public with a public sidewalk and allows the applicant to place the pressure irrigation under the public sidewalk without additional liability and future maintenance expenses to ACHD.

b. Staff Recommendations:

The preliminary plat approvals for Harris Ranch 11, Dallas Harris Estates 4, and Dallas Harris Estates 8 should be updated to reflect these prior Commission actions referenced above. Also, all future preliminary plat applications should require modified right-of-way widths and sidewalk easements, granted to and accepted by the City of Boise, to reflect these modifications of policy.

Some segments of roadways constructed with earlier phases include short segments with pressure irrigation in the right-of-way and sidewalks within the right-of-way or in easements granted to ACHD. Prior to final plat approval for any phase abutting these roadway segments, the right-of-way and sidewalk easements should be vacated and sidewalk easements granted to and accepted by the City of Boise. This shall apply only to the right-of-way and easements associated with the roadway segments directly abutting the parcel or parcels proposed to be platted by the applicant.

11. Right-of-Way

Warm Springs Avenue

On December 14, 2011 and January 18, 2012, the ACHD Commission granted a waiver of policy to allow the applicant to modify the standard right-of-way configuration to allow
the pressure irrigation system location to remain under the sidewalks. With these prior actions and the applicant's proposal to construct improvements on existing Warm Springs Avenue, within a minimum 50-feet of right-of-way; the applicant should be required to vacate a portion of the existing 80-foot wide right-of-way on existing Warm Springs Avenue. The applicant dedicated right-of-way for the southerly arterial bypass in anticipation of a future vacation/exchange for the excess right-of-way on existing Warm Springs Avenue. The ultimate right-of-way on existing Warm Springs Avenue should only encompass the roadway improvement and 1-foot behind the back of curb to total 50-feet of right-of-way. The applicant should provide Boise City, with a sidewalk easement to ensure public use of the sidewalks to be constructed on existing Warm Springs Avenue. The easement should extend from the back of the right-of-way to a minimum of back of walk. The right-of-way vacation and sidewalk easement, dedications should be completed and recorded prior to ACHD issuance of permits for the reconstruction of the roadway and prior to scheduling a final plat for signature, which abuts existing Warm Springs Avenue.

Southerly Arterial Bypass
On September 21, 2011, the ACHD Commission voted to accept the dedication of unopened right-of-way for the future southerly bypass. This right-of-way dedication encompassed all but a small piece of right-of-way that has not yet been dedicated by Harris Ranch. This right-of-way will need to be dedicated prior to construction of the bypass. To ensure the small piece of right-of-way is dedicated and the construction of the bypass is not delayed, the applicant should be required to dedicate the necessary right-of-way prior to vacation of right-of-way, any construction of improvements on Warm Springs Avenue, and/or prior plan or final plat approval for any phase of development abutting existing Warm Springs Avenue.
12. Disclaimer

On April 10, 2007 the ACHD Commission heard and approved the Harris Ranch Specific Area Plan, SP01. The applicant is required to comply with all recommendations and conditions of the ACHD's 2007 action on SP01, unless specifically modified as part of this action.

Recommended Conditions of Approval

If the ACHD Commission votes to approve the applicant's request to modify existing Warm Springs Avenue prior to the construction of the southerly bypass as requested in the application, then staff recommends the following conditions of approval be required in the updates to the existing preliminary plat approvals and all future preliminary plat approvals:

1. The preliminary plat approvals for Harris Ranch 11, Dallas Harris Estates 4, and Dallas Harris Estates 8 shall be updated to reflect this Commission action prior to plan or final plat approval for any phase of development abutting existing Warm Springs Avenue.

2. The Cooperative Development Agreement and the First and Second Addendums shall be replaced with a new Cooperative Development Agreement reflecting this Commission action prior to final plat approval for any final plat containing the 274th lot.

3. All of the improvements below shall be constructed by the applicant prior to plan or plat approval for any final plat phase exceeding 498 total lots or 621 residential units or by the July 1, 2014 date as required by the City of Boise, whichever occurs first.
   a. The extension of Parkcenter Boulevard constructed as a principal arterial roadway.
   b. Two dual lane roundabouts, the first and second roundabouts along the southerly bypass:
      i. One located at the intersection of Parkcenter/existing Warm Springs (two entry lanes on the north and eastbound approaches).
      ii. The second roundabout on the bypass at the intersection with Wise Way.
      c. The bypass between the first and second roundabouts.

4. The southerly bypass shall be constructed by the applicant within 12 months of existing Warm Springs Avenue reaching the 530 vph threshold as measured by a permanent counter west of Perrault Way. Flexibility in the allowed duration of construction may be considered depending on the conditions at the time such as weather and issues specifically related to the proximity to the river. Any time extensions shall be approved in advance by ACHD. The 530 vph count shall be determined by the 30th highest directional hourly volume in the year.

5. Construction of the southerly bypass shall be completed by the applicant and accepted by ACHD prior to plan approval or any final plat phase within the 7th Phase (as depicted on Attachment D) of the development or any final plat which exceeds 748 lots and/or 994 residential units.
a. The southerly bypass shall be constructed as a four lane minor arterial from the Parkcenter/Warm Spring intersection east to the bypass/Tapadaras intersection, two lanes from the bypass/Tapadaras intersection to the bypass/existing Warm Springs intersection.

b. The three roundabouts proposed to be constructed on the southerly bypass shall be constructed as dual lane roundabouts with two entry lanes on the eastbound approach and free running right turn lane at the bypass/Tapadaras intersection.

6. Warm Springs Avenue shall be widened by the applicant and/or others to 4/5 lanes from the bypass/existing Warm Springs intersection east to Lysted Road when warranted prior to any additional final plat approvals. Future TIS updates will verify when the widening is warranted. Traffic mitigation requirements and the applicant’s cost obligations will be addressed in the future preliminary plat phase projected to put the road segment over capacity. This segment of Warm Springs Avenue may be reevaluated as part of the next CIP update.

7. Interim improvements to existing Warm Springs Avenue (improvements prior to construction of the southerly bypass) shall begin at Persault Way moving east without leapfrogging over roadway segments or intersections from the first roundabout through the Idaho Power corridor. The improvements shall include constructing existing Warm Springs Avenue to a 48-foot three lane Collector street section, with two 12-foot travel lanes, two 6-foot bike lanes, 11-foot center landscape island in a 50-foot right-of-way.
   a. The 11-foot center landscape island shall be temporarily omitted at two intersections - Trailwood Way and Shadywood Way. At these two intersections northbound left turn lanes shall be constructed. All other intersections, with the exception of the four roundabouts, shall be restricted to right-in/right-out movements only with the installation of concrete barriers.
   b. The northbound left turn lanes at the intersection of Trailwood Way and Shadywood Way shall be designed and constructed meeting all ACHD standards; and provide a minimum 50 feet of storage with 50 foot tapers at the intersections.
   c. The applicant shall be required to submit a plan for the installation of the concrete barriers for review and approval. This shall include a signage plan for these intersections meeting MUTCD requirements.
   d. The landscape medians shall remain as public right-of-way and the applicant shall enter into a license agreement for the maintenance of any proposed landscaping.

"SP01 Modification"
e. The applicant shall install Rapid Rectangular Flashing Beacons or similar treatment as approved by ACHD for pedestrian safety at the intersection of Trailwood Way and Shadywood Way until the southerly bypass is constructed and accepted.

8. The applicant shall be required to remove the interim improvements (concrete barriers) prior to final acceptance of the southerly bypass.

9. A minimum 5-foot wide detached concrete sidewalk shall be constructed by the applicant on both sides of existing Warm Springs Avenue as originally proposed and required with the sidewalk within an easement to the City of Boise. The easement shall, at a minimum, extend from the right-of-way line to the back-of-walk.

10. Warm Springs Avenue Construction Phasing
    The applicant shall adhere to the following criteria to minimize the impacts to the public until the southerly arterial bypass is constructed and open:
    a. No alteration to existing Warm Springs Avenue until after the 1st Roundabout and Parkcenter Boulevard west to the east Parkcenter Bridge is completed, provided the requirement to construct these improvements by July 1, 2014 is not changed by the ACHD Commission.
    b. No alteration to existing Warm Springs Avenue until Old Hickory Way (new north-south collector roadway) is completed and Barber Drive west of Old Hickory Way is reconstructed and available to be utilized as the detour route.
    c. Construction or closures on existing Warm Springs Avenue between Memorial Day and Labor Day may be considered by ACHD upon review of site conditions and other relevant factors. The construction schedule shall be submitted to ACHD for review no later than March 1st to provide a sufficient construction window before Memorial Day. No construction or closures on existing Warm Springs Avenue between Memorial Day and Labor Day should be allowed if the construction can be accomplished earlier in the year. All construction or closures on existing Warm Springs Avenue must be approved by ACHD, and only after review and concurrence with the proposed construction schedule.
    d. Warm Springs Avenue construction phases necessitating a closure of existing Warm Springs Avenue may not occur in consecutive calendar years beginning in 2015. This will allow construction on Warm Springs Avenue in 2014 and 2015.
    e. Provide ACHD written approval from Boise City Fire Department for alternative access during all construction phases impacting Warm Springs Avenue.

11. Provide an update to the TIS after 240 lots have been preliminary platted or 4 years from the date of the previous updated TIS, whichever occurs first. All TIS submittals must meet ACHD policy requirements at the time of submittal. The TIS update shall include the following items:
    - Updated traffic counts for the impacted roadway segments and intersections
listed in the previous TIS;

- Information from the built development to date including actual traffic counts and actual measured trip capture (trip capture shall be assumed to be zero, for built development, if no measurements are provided);

- Projected trip generation, trip distribution and assignment, and anticipated trip capture for the current phase under consideration (preliminary plat application), based on development of the applicable land uses;

- Necessary mitigation measures for the current phase;

- Updates to all analysis, conclusions, and recommendations found to be out of date or in need of correction based on the updated information.

12. Curve, T-type, and H-type alleys will be approved as proposed. The alley shall be designed and constructed meeting all other ACHD Alley Policies in effect at the time of preliminary plat approval.

13. Design all alley to alley intersections based on the 10' X 20' sight triangle required by Boise City Code 11-01-03.1 and ACHD policy detail 72-F7A. The driver's eye location should be decreased to 10-feet from the edge of the travel way.

14. Design all alleys with horizontal curves using the AASHTO equation 3-38. \[ HS0 = R \left(1 - \cos\left(28.65^\circ S/R\right)\right) \] using \( S = 80 \).

15. Vacate a portion of the existing 90-foot wide right-of-way on the portion of existing Warm Springs Avenue that the applicant is proposing to reconstruct and plat. The right-of-way vacation shall be completed and recorded prior to ACHD issuance of permits for the reconstruction of the roadway and prior to scheduling a final plat for signature, which abuts existing Warm Spring Avenue. The right-of-way shall only encompass the roadway improvements and 1-foot behind the back of curb, to total 50-feet of right-of-way.

16. Provide Boise City with a sidewalk easement to ensure public use of the sidewalks to be constructed on the portion of existing Warm Springs Avenue that the applicant is proposing to reconstruct and plat. The easement should extend from the back of the existing right-of-way to a minimum of back of sidewalk and shall be recorded prior to ACHD issuance of permits for the reconstruction of the roadway and prior to scheduling a formal plat for signature, which abuts existing Warm Springs Avenue.

17. Dedicate the right-of-way necessary for the construction of the southerly bypass prior to plan or final plat approval for any phase of development abutting existing Warm Springs Avenue.

18. The applicant is required to comply with all recommendations and conditions of the ACHD’s 2007 action of SP01, unless specifically modified as part of this action.
19. The applicant is required to comply with all ACHD policy requirements and standard conditions of approval as of the date of this action. No waiver or modification of policy is approved unless called out by section and specifically approved in this report. Except as stated herein, this action will not impact waivers or modifications of policy previously approved in writing by ACHD.
Standard Conditions of Approval

1. Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way.

2. Private 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 DGLINE (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, ISPWVC 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.
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.

Attachments

A. Applicant’s Request to Modify SP01
B. 2007 Staff Memo and Commission Action on SP01
C. Traffic Impact Study Executive Summary and ACHD Acceptance Letter
D. Phasing Plan
E. Boise City Agreement (Ordinance 6807)
F. ACHD Cooperative Development Agreement and 1st and 2nd Addendums
G. ACHD Policy Section 6007.3.3 – Traffic Control
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 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 3:00 p.m. on the day 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.

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SP01 Modification
EXHIBIT D
August 7, 2012

Dave Powell, PE
RiveRidge Engineering
2447 S Vista
Boise, ID 83705

Dave,

ACHD conditionally approves the concept design submitted for the single lane roundabouts proposed for Warm Springs Avenue/future E. ParkCenter Boulevard per your request dated June 14, 2012. The drawings and exhibits included with the submittal are as follows:

- South ParkCenter Blvd Corridor, WB-67 Truck Accommodations, Ourston Engineering, April, 2012, Figures 1A, Two Sheets
- South ParkCenter Blvd Corridor, Fire Truck Accommodations, Ourston Engineering, May, 2012, Figure 1B
- South ParkCenter Blvd Corridor, Reduced Number of Roundabouts, Ourston Engineering, May, 2012, Figure 2
- South ParkCenter Blvd Corridor, Bicycle Accommodations, Ourston Engineering, May, 2012, Figure 3. This sheet reflects two design options, the approved option, as indicated by the Yes on the figure, includes 10 foot sidewalks for the multi-use areas and a bulb out for bike path exit.
- South ParkCenter Blvd Corridor, Fast Paths, Ourston Engineering, May, 2012, Figure 4

This concept approval is subject to the following conditions and considerations:

- ACHD is NOT approving all components contained within the drawings and exhibits in the submittal. This conditional concept approval applies only to the conceptual design of the single lane roundabouts and does not extend to the number of roundabouts, locations of roundabouts, street layouts, etc.
- The designer shall submit a complete and updated conceptual design incorporating all of the elements of the roundabout concept design onto one set of drawings.
- Future roundabout civil design submittals for each roundabout location must comply with all ACHD roadway design standards and the ACHD Roundabout Policy in effect at the time of submittal.
- Regulatory design mandates requiring any re-design must be observed.
- If design flaws become apparent after construction is complete on any individual roundabout, design corrections must be made for the remaining roundabouts.
If you have any questions you may contact me at 387-6170.

Sincerely,

[Signature]

Gary Inselman
Development Services Manager

Attachments:  RiveRidge Engineering letter dated June 14, 2012
June 14, 2012

Gary Inselman  
Ada County Highway District  
3775 N. Adams St.  
Garden City, Idaho 83714-6499

RE: Dallas Harris Estates Minor Roundabout  
Conceptual Approval Request

Dear Mr. Inselman:

On behalf of Harris Ranch, I am requesting a conceptual approval of the minor roundabouts to be located along the existing Warm Springs Avenue as detailed on the attached exhibits. This request follows previous meetings between Harris Ranch representatives and ACHD staff members in which these details were reviewed and, as I recall, were acceptable. The conditions of the approval will be as follows:

1. Figures 1A and 1B reflect the ability for the WB-67 and the typical fire truck to maneuver around the roundabout as discussed from both the north-south and the east-west directions.
2. Figure 2 indicates the intersections in which Harris Ranch proposes to locate the minor roundabouts.
3. Figure 3 shows the modified roundabout configuration that would terminate the bike lanes along Warm Springs prior to entering the roundabouts from both the east and west directions and exit bike lanes on to the sidewalks within the roundabout footprint. These walks will be 6’ wide exiting the roadway and then enlarge to 10’ wide once reaching the normal 6’ wide sidewalks that enter the roundabout footprints. In addition, the crosswalks on all 4 legs of the roundabout will be widened to 10’ as shown on the detail.
4. Figure 4 indicates that the fastest path speeds through the roundabout are listed at the maximum speed of 21 mph. This is less than the 23 mph that has been mentioned as the maximum allowed through these roundabouts. Note that, although not depicted on this figure,
the curb modification for the bike lane termination does not impact these fastest path alignments.

Your consideration of this request is greatly appreciated.

Sincerely,

[Signature]

David G. Powell, P.E.
Project Engineer
SOUTH FRANCISCO CENTER BOULEVARD CORRIDOR
WARM SPRINGS
FIRE TRUCK ACCOMMODATIONS

Width: 8.40
Track: 8.40
Lock to Lock Time: 6.00
Steering Angle: 30.00

Feet

Durstien Roundabout Engineering