



PLANNING COMMISSION STAFF REPORT
ALTERNATIVE RESIDENTIAL
SUBDIVISION PLAN: ARF2022 0001
HEARING DATE: DECEMBER 13, 2022

(907) 586-0715

CDD_Admin@juneau.org

www.juneau.org/community-development

155 S. Seward Street • Juneau, AK 99801

DATE: November 30, 2022
TO: Michael LeVine, Chair, Planning Commission
BY: Irene Gallion, Senior Planner
THROUGH: Jill Maclean, Director, AICP

PROPOSAL: Final Alternative Residential Subdivision Plan for Phase 1, to develop 96 dwelling units on approximately three acres at 7400 Glacier Highway in a D18 Zone. Final proposed project: 444 units on 19.71 acres.

STAFF RECOMMENDATION: Approval with conditions

KEY CONSIDERATIONS FOR REVIEW:

- Alternative Residential Subdivision Preliminary Plan approved November 8, 2022.
- Guidance on roadway naming has been revised. A condition is provided for Commission consideration.

GENERAL INFORMATION	
Property Owner	Rooftop Properties, LLC
Applicant	Rooftop Properties, LLC
Property Address	7400 Glacier Highway
Legal Description	USS 1568 Tract B1
Parcel Number	5B1401010010
Zoning	D18
Lot Size	19.71 acres
Water/Sewer	CBJ
Access	Glacier Highway
Existing Land Use	Vacant
Associated Applications	Grading Permit - Anticipated ARP2022 0001: Preliminary Plan (Approved) SMP2022 0001: Preliminary Plat

ALTERNATIVE ACTIONS:

1. **Amend:** amend the approval to require conditions.
2. **Deny:** deny the permit and adopt new findings for items 1-3 below that support the denial.
3. **Continue:** to a future meeting date if determined that additional information or analysis is needed to make a decision, or if additional testimony is warranted.

ASSEMBLY ACTION REQUIRED:

Assembly action is not required for this permit.

STANDARD OF REVIEW:

- Quasi-judicial decision
- Requires five (5) affirmative votes for approval
- Code Provisions:
 - CBJ 49.15.900
 - CBJ 49.15.950
 - CBJ 49.80

The Commission shall hear and decide the case per CBJ 49.15.900 – Purpose. The general purpose of this article is to provide reasonable minimum standards and procedures for unit-lot residential communities in which all or some of the lots do not substantially conform to the minimum requirements for a traditional subdivided lot. This article provides a housing option to allow dwellings on unit-lots to be conveyed by long-term leases, less than fee-simple ownership, or fee-simple ownership, including condominium and other common-interest communities

And per CBJ 49.15.930(a) - A proposed alternative residential subdivision shall be reviewed according to the requirements of section 49.15.330, conditional use permit, and in the case of an application proposing a change in the number or boundaries of unit-lots, section 49.15.402, major subdivisions, except as otherwise provided in this article. Approval shall be a two-step process, preliminary plan approval and final plan approval. In cases involving a change in the number or boundaries of unit-lots, the preliminary and final plat submissions required by section 49.15.402 shall be included with the preliminary and final plan submissions required by this chapter.

SITE FEATURES AND ZONING



SURROUNDING ZONING AND LAND USES

North (D5)	Vacant CBJ
South (D5)	Glacier/Egan
East (D5)	Vacant AMHT*
West (D5)	Single-family residential

*Alaska Mental Health Trust Authority (AMHT)

SITE FEATURES

Anadromous	No
Flood Zone	No
Hazard	No mapped hazard
Hillside	Yes
Wetlands	Yes
Parking District	No
Historic District	No
Overlay Districts	None.

BACKGROUND INFORMATION

Project Description – This proposed Final Alternative Residential Subdivision (ARS) Plan is for Phase 1 development (**Attachment 1**).

A challenging element of this development is understanding the relationship between the planning process and the platting process. A process schematic is presented in **Attachment 2**.

This **final plan** for Phase 1 is concurrent with the platting process for the entire subdivision (SMP2022 0001). For the **final plat**, a construction plan and drainage plan will be approved by CBJ Engineering and Public Works, General Engineering (GE). While the entire subdivision is documented in the **final plat**, each phase will have its own **final plan**. As subsequent phase **final plans** are developed, slight modifications may need to be made to the preliminary plan, construction plan and drainage plan. CBJ stays involved through the **final plan** process for each phase. When the Applicant applies for the **final plan** in subsequent phases, they will provide modifications, which will then be reviewed by agencies and the Commission.

Conditions from the approval of the preliminary plan are found in **Attachment 3**.

Each phase of construction must be completed before subsequent phase plans are finalized.

Background – The table below summarizes relevant history for the lot and proposed development.

Item	Summary
ARP2022 0001	ARS Preliminary Plan approved by the Commission, November 8, 2022.
SMP2021 0001/SMP2016 0001	A 2016 preliminary plat for 24 common wall lots, the remaining land was to be subdivided into two larger lots. Renewed in 2021.
AME2015 0005	A rezone from D5 to D18. The original request was to rezone to D18. After the public meeting the applicant modified the request to a mix of D18 and LC. The Commission recommended denial of the rezone to the Assembly, opposing a rezone to D18 and LC, and recommended the tract remain D5. The Assembly adopted the rezone of the tract from D5 to D18.
VAR1998-00024	A variance to waive the requirement that subdivision of certain large tracts of land be provided with access by way of a secondary or interior street, to facilitate subdivision of Tract B1, U.S. Survey 1568 into two lots approximately 10 acres each. Variance approved, with a condition that future subdivision provide an interior access road to city standards.

ANALYSIS

Design and Phasing changes – In the preliminary plan, Structure D was part of Phase 2. In the Final Plan, Structure D is proposed in Phase 1.

Phase	Preliminary Plan	Final Plan
1	72	96
2	164	144
3	136	66
4	44	66
5	28	72
TOTAL UNITS	444	444

A revised parking analysis can be found in **Attachment 1B**.

Structure J has been repositioned on Parent Lot 1 to better accommodate terrain and improve parking lot access (**Attachments 1A & 1D**).

Commissioners may notice a large right-of-way dedication at the north end of the road, which extends significantly into Parent Lot 3. Initial reconnaissance indicates the land is steep in this location. The engineer recommends a maintenance easement so that CBJ can mitigate slope impacts (such as sloughing or rock debris) on the road.

Compliance with Title 49 - Proposed changes conform to Title 49.

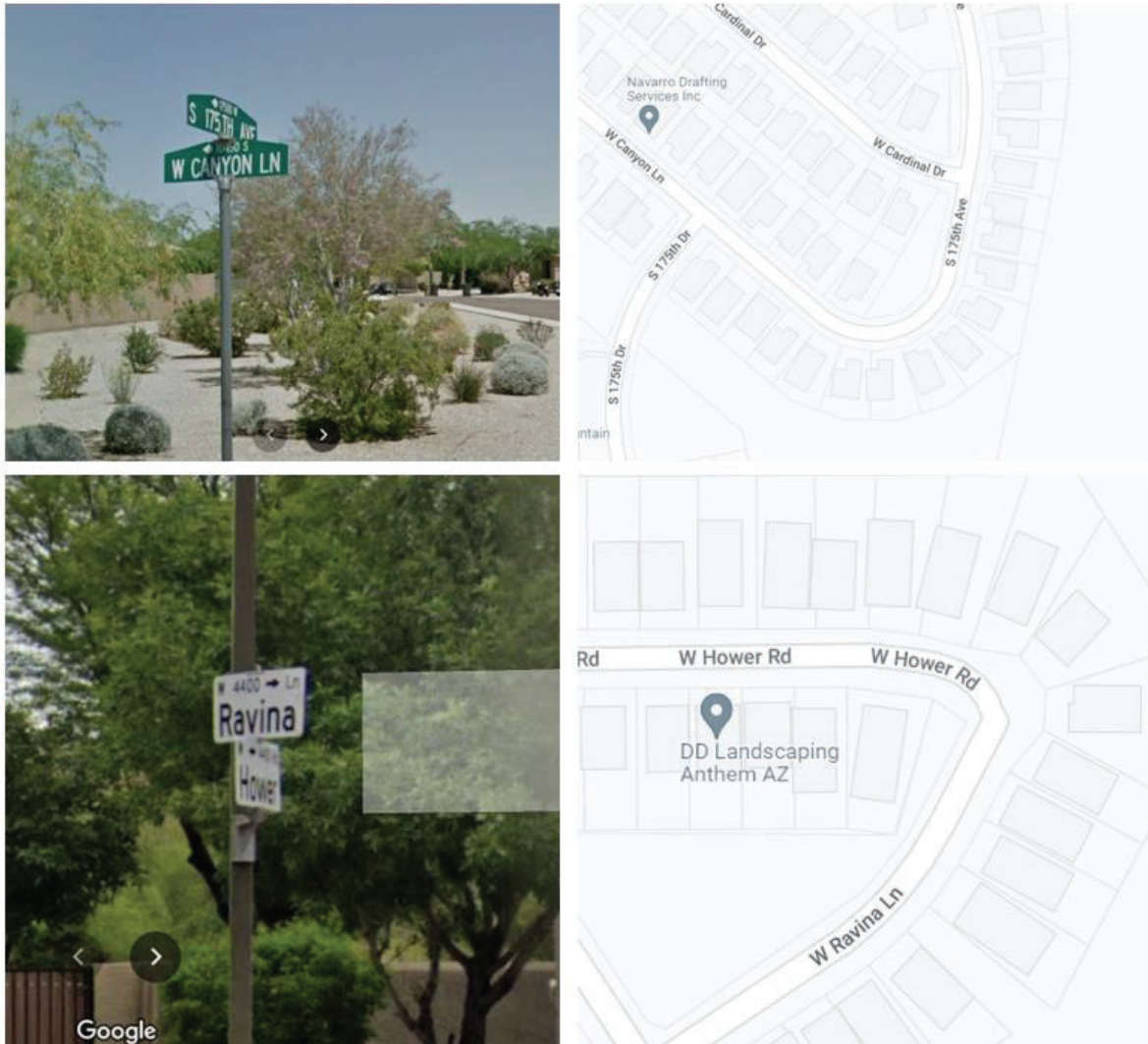
Preliminary Plan Conditions of Approval – See **Attachment 3** for the Notice of Decision for ARP2022-0001.

1. When the connection to Vista del Sol Drive is constructed, change the name of Seymour Way to Vista del Sol Drive.

When approving the Preliminary Plan, the Commission was advised that the road connecting to Vista del Sol Drive would need to share the name of the road. The Commission made this a condition of the Final Plan, which would impact the Final Plat. Since the Commission's decision, staff has received feedback that the phasing of development would make address assignment difficult, and that the road needs a unique name. A condition is recommended to address this change. The Applicant will name the north/south road "Seymour Way," consistent with past proposals. Additionally, the east/west spur will be named, "Woodland Hills Drive."

The road naming conventions have also been applied to the Preliminary Plat application (SMP2022 0001).

Below are some examples of how other communities have signed similar roads:



Proposed conditions are provided below.

2. For each Final Plan, provide updated off-street parking plans that show required ADA spaces, or denote if they are included in garage parking. *Met, **Attachments 1A, 1B.***
3. For the Final ARS Plan for the Phase 1, a Traffic Impact Analysis (TIA) for the entire development must be approved by CBJ. ADOT&PF will be consulted regarding impacts from the development. *Met, **Attachment 4.** CBJ review completed, **Attachment 5.** ADOT&PF feedback is anticipated by December 9th.*
4. Plan and install a continuous vegetated barrier along the entire length of the development from the platted connection with Vista del Sol Drive along the shared property line to the development's property line at Glacier Highway. *At the time of this staff report, the Applicant was incorporating revisions into the final plan, including denoting the vegetative buffer. A revised plan is anticipated by December 9th.*

The vegetated barrier will be depicted on the preliminary and final plats of each Phase located in this area with an associated plat note. *Met, See SMP2022 0001.*

The vegetative buffer will be completed by phase, and required before the Temporary Certificate of Occupancy is issued. *Ongoing, part of building permit process.*

5. Prior to approval of the Final Alternative Residential Subdivision Plan for each phase, the applicant shall submit homeowners' association, or similar, documents that comply with the requirements of CBJ 49.15.950(b). *Provided, **Attachment 1E**. See analysis below.*
6. The vegetative buffer on the west lot line shall be 15 feet wide, and can be reduced to five (5) feet with fence sufficient to provide a visual and acoustic buffer. *See SMP2022 0001, and proposed plat note below.*

CONDITION: Establish unique names for the roadways in the subdivision.

CONDITION: Install signage where Vista del Sol Drive and the proposed subdivision road meet, with directional arrows depicting the split.

PLAT NOTE: A FIFTEEN (15) FOOT VEGETATED BUFFER IS REQUIRED ALONG THE WEST LOT LINE. THE BUFFER CAN BE REDUCED TO FIVE (5) FEET WITH A FENCE SUFFICIENT TO PROVIDE A VISUAL AND ACOUSTIC BUFFER. (See SMP2022 0001)

Homeowners' Association – Per CBJ 49.15.950(b) the formation of a homeowners' association (HOA), or similar entity is required. The applicant has submitted HOA, or similar, documents that meet the following criteria (**Attachment 1E**):

Topic and Code Reference	Summary	Complies
CBJ 49.15.950(b)(1) Preparation	<i>The articles of incorporation and bylaws of the homeowners' association, required under A.S. 34.08 or this chapter, shall be prepared by a lawyer licensed to practice in the state.</i> Joseph Geldhof, Bar # 8111097	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
CBJ 49.15.950(b)(2) Responsibilities	<i>The homeowners' association shall be responsible for the maintenance of open space, water and sewer utilities, and stormwater control features and drainages. The association documents shall specify how any other common facilities shall be operated and maintained. The association documents shall require homeowners to pay periodic assessments for the operation, maintenance and repair of common facilities. The documents shall require that the governing body of the association adequately maintain common facilities.</i> See compliance analysis in Attachment 1E . Revised bylaws are anticipated by December 9 th .	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
CBJ 49.15.950(b)(3) Phased Development	<i>If the alternative residential subdivision is phased, the association documents shall specify how the cost to build, operate, and maintain improved open space and common facilities shall be apportioned among homeowners of the initial phase and homeowners of later phases.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Topic and Code Reference	Summary	Complies
	See compliance analysis in Attachment 1E .	
CBJ 49.15.950(b)(4) Recording	<i>The homeowners' association documents shall be recorded with the approved final plat.</i> The plat will be finalized after finalization of the preliminary plat.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

ADDITIONAL INFORMATION

At the November 28, 2022 Lands, Resources and Economic Development Committee meeting, the Juneau Affordable Housing Fund Review Committee recommended a \$1,200,000 loan to the Applicant to provide a mixture of middle-income and market rate units. The loan would be repaid to CBJ, and the funds reinvested in affordable and workforce housing. Middle-income units would be provided for at least 10 years, or for the life of the loan.

The LHED packet can be found here: <https://juneau-ak.municodemeetings.com/>

This is a developing scenario, still requiring review and approval of the Assembly.

AGENCY REVIEW

Agency review comments on the development were collected during the preliminary plan approval process (ARP2022 0001).

For changes implemented since the preliminary plan, CDD conducted targeted agency reviews. Agency review comments can be found in **Attachment 5**.

Agency	Summary
CBJ PW&F, GE	TIA, no impacts to CBJ infrastructure
ADOT&PF	PENDING, by December 9th
United States Postal Service	PENDING, nonresponsive
Waste Management	PENDING, by December 9th

The Applicant is working with Waste Management on placement of dumpsters where they will be accessible to residents, and with slopes where trash collection vehicles will be able to operate in inclement weather. Final location for Phase 1 is anticipated by December 9th.

At the time of this report, the Applicant has been unable to make contact with the Post Office official who can approve mail box location. If information is not available by the December 13th Planning Commission meeting, Staff recommends the following condition:

Condition: The developer will submit documentation of approval of the mail box location by the United States Post Office.

PUBLIC COMMENTS

CDD conducted a public comment period between November 28, 2022 and December 9, 2022. Public notice was mailed to property owners within 500 feet of the project (**Attachment 6**). A public notice sign was also posted on-site two weeks prior to the scheduled hearing (**Attachment 7**). At the time of publication, no public comment had been received.

FINDINGS

Final plan approval criteria - Per CBJ 49.15.950 the director makes the following findings:

1. *Has the applicant complied with any conditions required in the notice of decision approving the preliminary plan?*

Analysis: Yes. The Applicant is proposing unique names for the subdivision roads, in accordance with revised guidance.

Finding: Yes. All conditions of preliminary plan approval have been met, modified or are operational/on-going.

2. *Has the applicant submitted homeowners' association (HOA), or similar, documents to be recorded with the final plat?*

Analysis: No additional analysis needed.

Finding: Yes. The applicant has submitted HOA documents to be recorded with the Alternative Residential Subdivision final plat.

3. *Does the final plan substantially conform to the approved preliminary plan and requirements of CBJ Title 49.15 Article 900?*

Analysis: The Final Plan for Phase 1 substantially conforms to the preliminary plan. In addition, snow storage, trash and open space details have been updated for the preliminary plan.

Finding: Yes. The final plan substantially conforms to the approved preliminary plan.

RECOMMENDATION

Staff recommends the Planning Commission adopt the director's analysis and findings and **APPROVE WITH CONDITIONS** the final plan for the Phase 1, to develop 96 dwelling units on approximately three acres at 7400 Glacier Highway in a D18 Zone. Final project: 444 units on 19.71 acres.

The approval is subject to the following conditions:

1. Establish unique names for the roadways in the subdivision.
2. Install signage where Vista del Sol Drive and the proposed subdivision road meet, with directional arrows depicting the split.
3. The developer will submit documentation of approval of the mail box location by the United States Post Office.

The approval is subject to the following plat note:

A FIFTEEN (15) FOOT VEGETATED BUFFER IS REQUIRED ALONG THE WEST LOT LINE. THE BUFFER CAN BE REDUCED TO FIVE (5) FEET WITH A FENCE SUFFICIENT TO PROVIDE A VISUAL AND ACOUSTIC BUFFER (SMP2022 0001, proposed Plat Note 3).

STAFF REPORT ATTACHMENTS

Item	Description
Attachment 1	Application Packet
Attachment 1A	Phasing Plan (revision pending)
Attachment 1B	Parking Analysis, 11/14/2022 (revision pending)
Attachment 1C	Open Space Analysis, 11/14/2022
Attachment 1D	Final Plan displayed three ways: Color, Uses, Black and White (revisions pending)
Attachment 1E	Homeowners Association Bylaws and Declaration (revision pending)
Attachment 2	Process schematic
Attachment 3	Notice of Decision, ARP2022 0001 (November 8, 2022)
Attachment 4	Traffic Impact Analysis 10/17/2022 (Revision Pending)
Attachment 5	Agency Comments
Attachment 6	Abutters Notice
Attachment 7	Public Notice sign

NOTE ON APPLICATION MATERIALS

The Applicant's submission included pre-application notes (as required) and plat application information.

To reduce packet size and confusion, the pre-application notes (55 pages) have been removed. They can be found in the ARP2022 0001 staff report, or can be requested from staff if needed.

The plat application materials (six pages) have been removed, and can be found in the concurrent case SMP2022 0001, being heard the same night as this case.



DEVELOPMENT PERMIT APPLICATION

NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications. This form and all documents associated with it are public record once submitted.

To be completed by Applicant	PROPERTY LOCATION					
	Physical Address 7400 Glacier Highway, Juneau, AK 99801					
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) USS 1568 Tract B1, Juneau Recording District, First Judicial District					
	Parcel Number(s) 5B1401010010					
	<input type="checkbox"/> This property is located in the downtown historic district <input type="checkbox"/> This property is located in a mapped hazard area, if so, which _____					
	LANDOWNER/ LESSEE					
	Property Owner Rooftop Properties, LLC	Contact Person Garrett Johnson				
	Mailing Address 445 N 2000 W, Suite 7, Springville, UT 84663	Phone Number(s) (801) 262-9315 (801) 712-2631				
	E-mail Address garrett@pci1980.com					
	LANDOWNER/ LESSEE CONSENT					
Required for Planning Permits, not needed on Building/ Engineering Permits. Consent is required of all landowners/ lessees. If submitted with the application, alternative written approval may be sufficient. Written approval must include the property location, landowner/ lessee's printed name, signature, and the applicant's name.						
I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent as follows: A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission. B. I (we) grant permission for the City and Borough of Juneau officials/employees to inspect my property as needed for purposes of this application.						
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Garrett Johnson</td> <td style="width: 50%; text-align: center;">Manager</td> </tr> <tr> <td style="text-align: center;">Landowner/Lessee (Printed Name)</td> <td style="text-align: center;">Title (e.g.: Landowner, Lessee)</td> </tr> </table>			Garrett Johnson	Manager	Landowner/Lessee (Printed Name)	Title (e.g.: Landowner, Lessee)
Garrett Johnson	Manager					
Landowner/Lessee (Printed Name)	Title (e.g.: Landowner, Lessee)					
<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">X </td> <td style="width: 40%; text-align: center;">11/14/22</td> </tr> <tr> <td style="text-align: center;">Landowner/Lessee (Signature)</td> <td style="text-align: center;">Date</td> </tr> </table>			X	11/14/22	Landowner/Lessee (Signature)	Date
X	11/14/22					
Landowner/Lessee (Signature)	Date					
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Landowner/Lessee (Printed Name)</td> <td style="width: 50%; text-align: center;">Title (e.g.: Landowner, Lessee)</td> </tr> </table>			Landowner/Lessee (Printed Name)	Title (e.g.: Landowner, Lessee)		
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X _____	_____					
Landowner/Lessee (Signature)	Date					
NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours. We will make every effort to contact you in advance, but may need to access the property in your absence and in accordance with the consent above. Also, members of the Planning Commission may visit the property before a scheduled public hearing date.						
APPLICANT						
If same as LANDOWNER, write "SAME"						
Applicant (Printed Name) Same		Contact Person				
Mailing Address		Phone Number(s)				
E-mail Address						
X		11/14/22				
Applicant's Signature		Date of Application				

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

		Intake Initials
Case Number	Date Received	



SUBDIVISION AND DEVELOPMENT PLAN APPLICATION

See subdivision hand-outs for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

PROJECT SUMMARY

Subdivision creating 444 units based on the Preliminary Plan approved in the 11/08/22 Planning Commission meeting.

Number of Existing Parcels 1 Total Land Area 19.71 Number of Resulting Parcels 3 parcels

HAS THE PARCEL BEEN CREATED BY A MINOR SUBDIVISION IN THE PRECEDING 24 MONTHS

☐ NO

☐ YES Case Number _____

TYPE OF SUBDIVISION OR PLATTING APPROVAL REQUESTED

MINOR DEVELOPMENT

(changing or creating 13 or fewer lots)

☐ Preliminary Plat (MIP)

☐ Final Plat (MIF)

☐ Panhandle Subdivision

☐ Accretion Survey

☐ Boundary Adjustment

☐ Lot Consolidation (SLC)

☐ Bungalow Lot Subdivision

☐ Common Wall/Zero Lot Subdivision

☐ Other _____

MAJOR DEVELOPMENT

(changing or creating 14 or more lots)

☐ Preliminary Plat (SMP)

☐ Final Plat (SMF)

☐ Preliminary Development Plan – PUD (PDP)

☐ Final Development Plan – PUD (PDF) Preliminary

☐ Development Plan – ARS (ARP) Final

☒ Development Plan – ARS (ARF)

☐ Bungalow Lot Subdivision

☐ Common Wall/Zero Lot Subdivision

☐ Other _____

ALL REQUIRED DOCUMENTS ATTACHED

☒ Pre-application conference notes

☒ Narrative including:

☒ Legal description(s) of property to be subdivided

☒ Existing structures on the land

☒ Zoning district

☒ Density

☒ Access

☒ Current and proposed use of any structures

☒ Utilities available

☒ Unique characteristics of the land or structure(s)

☒ Preliminary Plat checklist

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

SUBDIVISION/PLATTING FEES	Fees	Check No.	Receipt	Date
Application Fees	\$ _____			
Admin. of Guarantee	\$ _____			
Adjustment	\$ _____			
Total Fee	\$ _____			

For assistance filling out this form, contact the Permit Center at 586-0770.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Case Number

Date Received

Project Narrative

Ridgeview Subdivision 7400 Glacier Highway

Legal description of property to be subdivided:

USS 1568, Tract B1, Juneau Recording District, First Judicial District

Existing structures on the land:

There are no existing structures.

Zoning district:

D18 Multi Family

Density:

18-units/acre with density bonuses awarded in ARS Preliminary Plan.

Access:

Glacier Highway

Current and proposed use of any structures:

There are no current structures on the property. The proposed use of the structures to be built on the subdivision is multi-family housing with condominiums/apartments and townhomes.

Utilities available:

Yes, utilities are available along Glacier Highway.

Unique characteristics of the land or structure(s):

There are steep grades on portions of the property.

The Planning Commission approved Rooftop Properties, LLC Preliminary Plan application on November 8, 2022, with the following paraphrased conditions (to be confirmed by pending meeting minutes and/or Notice of Decision).

1. Change the name of Seymour Way to Vista Del Sol when the roads are connected.
2. Provide the required ADA parking stalls.
3. An approved Traffic Impact Analysis.
4. Phased installation of a vegetative barrier along the property line that borders Vista Del Sol (in accordance with Condition #6).
5. Submit homeowner association, or similar, documents that comply with CBJ 49.15.950(b).
6. Increase the minimum setback along the property line that borders Vista Del Sol to a 15' buffer with vegetative barrier where a fence is not able to be installed. A fence would replace the requirement for a vegetative barrier.

The following updates have been made to the approved Preliminary Plan.

- A. Identification of potential detention basins.

- B. Identification of snow removal areas.
- C. Identification of potential retaining walls.
- D. Modified the location of Unit Lot J and related parking due to grades and drainage requirements.
- E. Identification of purposeful gathering areas.
- F. Increased the separation between Unit Lots A and B and Unit Lots F and G to improve the location of ADA parking stalls.
- G. Split Phase 5 to create a 6th phase.

Once the Preliminary Plan Notice of Decision and/or 11/08/22 Planning Commission Meeting Minutes are published, then the 15' buffer and/or fence described in Condition #6 will be clarified.

The following table summarizes the Preliminary Plat Checklist attached.

Topic	Complies	Comments
General Requirements	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Graphic Requirements	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
• Title Block	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
• Lot, block, and street information	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
• Boundary lines	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
• Monumentation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
• Site access, circulation, and utilities	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
• Topographic information	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
• Sewer and water	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

• Multisheet plats	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	The plat is on a single sheet.
• Hazard and Special Habitat Areas	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Wetland areas have been identified on the preliminary plat. Other hazard or special habitat areas do not apply to this subdivision.
• Soils report	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	The proposed subdivision is located within the acceptable distance from the existing public sewer system; therefore, the soils report is not applicable.
• Drainage report	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
• Water	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	CBJ water is available; therefore, the distribution system has been sized to provide fire flows at the top of the subdivision.
• Erosion control	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Included as part of the Drainage Report.
• Traffic study	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	DOWL has prepared a Traffic Impact Analysis, dated 10/17/22, which is currently under review with CBJ staff.
• Shadow plats <i>"This sketch shall reflect any future resubdivision of the parcels into smaller lots..."</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Since 444-unit subdivision application applies to the entire 19.71 acres and would not allow for future resubdivision, this requirement should not be applicable.

Attachments

Ridgeview Subdivision 7400 Glacier Highway

- A. Updated Phasing Plan
- B. Parking Analysis by Phase
- C. Open Space Analysis
- D. Final Plan
 - Colored Rendering
 - Colored Rendering with Uses
 - Unit Lots with Setbacks
- E. Homeowner's Association Declaration

Irene Gallion

From: Irene Gallion
Sent: Tuesday, November 22, 2022 5:04 PM
To: Minta Montalbo; Edward Quinto
Cc: Jill Maclean
Subject: ARF22-01: Refund
Attachments: 0724_001.pdf

Hello Minta and Eddie,

The fees on this project were mis-calculated, and the applicant needs a refund of approximately \$20,980 dollars.

The fees he was charged were to finalize the whole subdivision plan. Per code, he has to submit the final plans as phased development continues. His first phase is for 96 units. We charge \$60 per unit, plus \$300. I've attached a sheet with the math, feel free to double check me.

The applicant's name is Garrett Johnson, and you can contact him at (801) 712-2631, or at garrett@pci1980.com

Since the refund is so large, Jill is concerned that it might take a more arduous process than usual. Please let us know if we need to provide you additional information.

Thanks!

IMG



SUBDIVISION AND DEVELOPMENT PLAN APPLICATION

See subdivision hand-outs for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

To be completed by Applicant	PROJECT SUMMARY Subdivision creating 444 units based on the Preliminary Plan approved in the 11/08/22 Planning Commission meeting. <u>PHASE I ONLY</u>																			
	Number of Existing Parcels <u>1</u> Total Land Area <u>19.71 a</u> Number of Resulting Parcels <u>3 parent</u>																			
	HAS THE PARCEL BEEN CREATED BY A MINOR SUBDIVISION IN THE PRECEDING 24 MONTHS <input type="checkbox"/> NO <input type="checkbox"/> YES Case Number _____																			
	TYPE OF SUBDIVISION OR PLATTING APPROVAL REQUESTED																			
	<table border="0"><tr><td style="text-align: center;">MINOR DEVELOPMENT (changing or creating 13 or fewer lots)</td><td style="text-align: center;">MAJOR DEVELOPMENT (changing or creating 14 or more lots)</td></tr><tr><td><input type="checkbox"/> Preliminary Plat (MIP)</td><td><input type="checkbox"/> Preliminary Plat (SMP)</td></tr><tr><td><input type="checkbox"/> Final Plat (MIF)</td><td><input type="checkbox"/> Final Plat (SMF)</td></tr><tr><td><input type="checkbox"/> Panhandle Subdivision</td><td><input type="checkbox"/> Preliminary Development Plan – PUD (PDP)</td></tr><tr><td><input type="checkbox"/> Accretion Survey</td><td><input type="checkbox"/> Final Development Plan – PUD (PDF) Preliminary</td></tr><tr><td><input type="checkbox"/> Boundary Adjustment</td><td><input type="checkbox"/> Development Plan – ARS (ARP) Final</td></tr><tr><td><input type="checkbox"/> Lot Consolidation (SLC)</td><td><input checked="" type="checkbox"/> Development Plan – ARS (ARF)</td></tr><tr><td><input type="checkbox"/> Bungalow Lot Subdivision</td><td><input type="checkbox"/> Bungalow Lot Subdivision</td></tr><tr><td><input type="checkbox"/> Common Wall/Zero Lot Subdivision</td><td><input type="checkbox"/> Common Wall/Zero Lot Subdivision</td></tr><tr><td><input type="checkbox"/> Other _____</td><td><input type="checkbox"/> Other _____</td></tr></table>	MINOR DEVELOPMENT (changing or creating 13 or fewer lots)	MAJOR DEVELOPMENT (changing or creating 14 or more lots)	<input type="checkbox"/> Preliminary Plat (MIP)	<input type="checkbox"/> Preliminary Plat (SMP)	<input type="checkbox"/> Final Plat (MIF)	<input type="checkbox"/> Final Plat (SMF)	<input type="checkbox"/> Panhandle Subdivision	<input type="checkbox"/> Preliminary Development Plan – PUD (PDP)	<input type="checkbox"/> Accretion Survey	<input type="checkbox"/> Final Development Plan – PUD (PDF) Preliminary	<input type="checkbox"/> Boundary Adjustment	<input type="checkbox"/> Development Plan – ARS (ARP) Final	<input type="checkbox"/> Lot Consolidation (SLC)	<input checked="" type="checkbox"/> Development Plan – ARS (ARF)	<input type="checkbox"/> Bungalow Lot Subdivision	<input type="checkbox"/> Bungalow Lot Subdivision	<input type="checkbox"/> Common Wall/Zero Lot Subdivision	<input type="checkbox"/> Common Wall/Zero Lot Subdivision	<input type="checkbox"/> Other _____
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<input type="checkbox"/> Common Wall/Zero Lot Subdivision	<input type="checkbox"/> Common Wall/Zero Lot Subdivision																			
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____																			
ALL REQUIRED DOCUMENTS ATTACHED																				
<input checked="" type="checkbox"/> Pre-application conference notes																				
<input checked="" type="checkbox"/> Narrative including: <input checked="" type="checkbox"/> Legal description(s) of property to be subdivided <input checked="" type="checkbox"/> Existing structures on the land <input checked="" type="checkbox"/> Zoning district <input checked="" type="checkbox"/> Density <input checked="" type="checkbox"/> Access <input checked="" type="checkbox"/> Current and proposed use of any structures <input checked="" type="checkbox"/> Utilities available <input checked="" type="checkbox"/> Unique characteristics of the land or structure(s)																				
<input checked="" type="checkbox"/> Preliminary Plat checklist																				

Pl 1 = 96 units
300 + [96 x 60] = \$6,060

DEPARTMENT USE ONLY BELOW THIS LINE

SUBDIVISION/PLATTING FEES	Fees	Check No.	Receipt	Date
Application Fees	\$ 26,940 ⁰⁰		27,040	
Admin. of Guarantee	\$ 150 ⁰⁰		- 6,060	
Adjustment	\$ 26,790 ⁰⁰			
Total Fee	\$ 26,940 ⁰⁰		\$ 20,980	

For assistance filling out this form, contact the Permit Center at 586-0770.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Case Number <u>ARF22-001</u>	Date Received <u>11/14</u>
---------------------------------	-------------------------------

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		



811
BLUE STAKES OF UTAH
UNIT INFORMATION CENTER INC.
1-800-862-4111
www.bluestakes.org



0' 20' 40' 80' 160'
GRAPHIC SCALE: 1" = 40'

ALASKA 20 ACRE JUNEAU, ALASKA

ATT:BRANDON GRAY
801-358-5381
BRANDON@PCI11980.COM

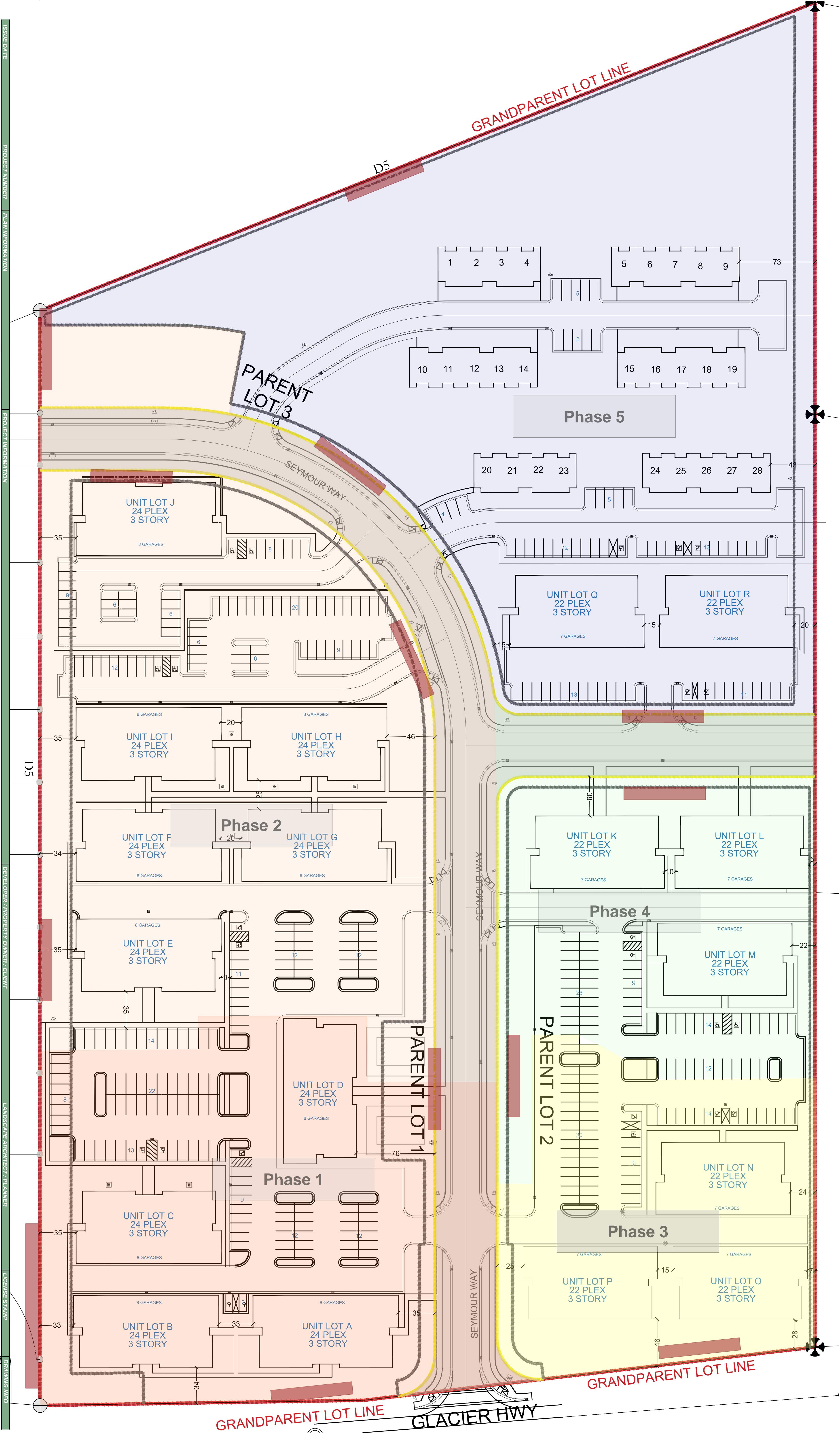
PCI



DESIGN GROUP
Landscape Architecture • Planning & Visualization
3450 N. TRIUMPH BLVD., SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.ppkjdesigngroup.com

LANDSCAPE PLAN COLOR
PRELIMINARY PLANS NOT
FOR CONSTRUCTION
LP-COLOR

DRAWING INFO	LICENSE STAMP	LANDSCAPE ARCHITECT / PLANNER	DEVELOPER / PROPERTY OWNER / CLIENT	PROJECT INFORMATION	ISSUE DATE
DATE: 11/10/2022	PROJECT NUMBER: AK21001	PLAN INFORMATION	PROJECT INFORMATION	ISSUE DATE: 11/10/2022	



FINAL PLAN PARKING

[illegible]

*Townhomes not required to provide ADA parking.

Open Space Analysis

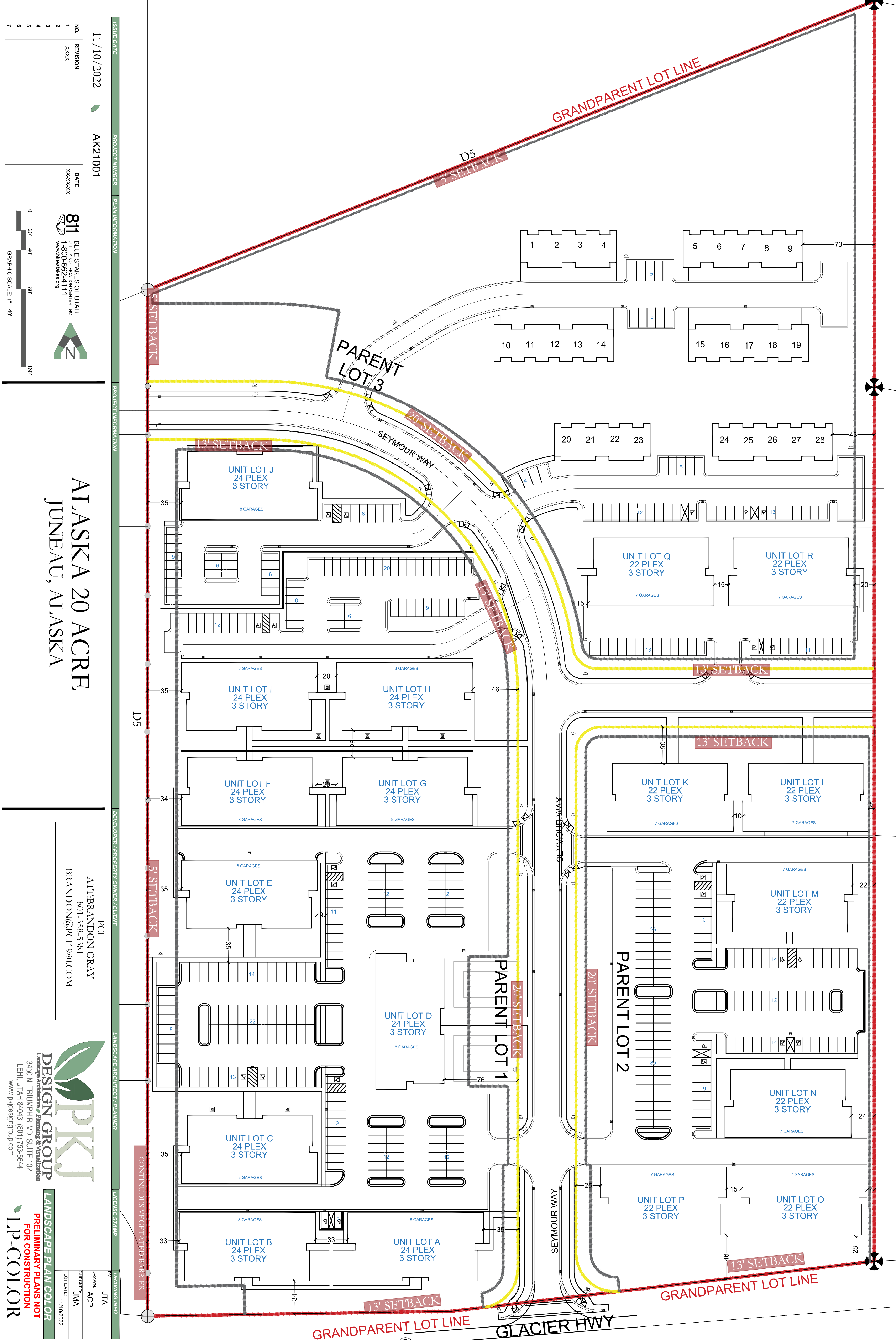
Attachment C

Parent Lot, Phase	Bldg Area	Hardscape Area	Open Space Area		Total Area	Min. Req'd Open Space
Parent Lot 1, Phase 1	39,200 SF	52,209 SF	39,880 SF	30.4%	131,289 SF	39,387 SF
Parent Lot 1, Phase 2	58,800 SF	77,219 SF	60,290 SF	30.7%	196,309 SF	58,893 SF
Parent Lot 2, Phase 3	25,200 SF	36,512 SF	26,530 SF	30.1%	88,242 SF	26,473 SF
Parent Lot 2, Phase 4	25,200 SF	34,518 SF	25,707 SF	30.1%	85,425 SF	25,627 SF
Parent Lot 3, Phase 5	40,600 SF	69,300 SF	184,201 SF	62.6%	294,101 SF	88,230 SF
Total	189,000 SF	269,758 SF	336,608 SF	42.3%	795,366 SF	238,610 SF
Public 60' Right of Ways*					63,202 SF	0 SF
Total All			336,608 SF	39.2%	858,568 SF	238,610 SF
<i>*Open Space Area does not include Open Space provided in public ROW</i>					19.71 Acres	

Attachment 1D -Final Plan displayed three ways: Color Uses Black and White (revisions pending)







49.15.950 Final alternative residential subdivision plan approval.

- (a) *Application.* Upon completion of all conditions of the preliminary plan, the developer shall submit an application, fee, and a final plan for commission approval.
- (b) *Homeowners' association.* The formation of a homeowners' association, or similar entity, is required.
- (1) The articles of incorporation and bylaws of the homeowners' association, required under A.S. 34.08 or this chapter, shall be prepared by a lawyer licensed to practice in the state.
 - (2) The homeowners' association shall be responsible for:
 - the maintenance of open space, *Add to Section 5.1: Maintenance of open areas, or areas of land or water essentially unimproved and set aside, dedicated, designated or reserved for use and enjoyment of owners and occupants. Open space may include fencing, barbeques, picnic tables, and other features for outdoor leisure.*
 - water and sewer utilities, *Met, section 5.1(b)*
 - and stormwater control features and drainages. *Add to Section 5.1*
 - The association documents shall specify how any other common facilities shall be operated and maintained. *Met 23.2, h-i*
 - The association documents shall require homeowners to pay periodic assessments for the operation, maintenance and repair of common facilities. *Met, Sections 13.8, 17.4-17.13*
 - The documents shall require that the governing body of the association adequately maintain common facilities. *Met, section 6.4*
 - (3) If the alternative residential subdivision is phased, the association documents shall specify how the cost to build, operate, and maintain improved open space and common facilities shall be apportioned among homeowners of the initial phase and homeowners of later phases. *Section 8.3, And Article XVII (when Exhibit 1 is created for the bylaws).*
 - (4) The homeowners' association documents shall be recorded with the approved final plat.
- (c) *Commission action.* The commission may approve the final plan if it substantially conforms to the approved preliminary plan and all requirements of this article.
- (d) *Expiration.* An approved final plan shall expire 18 months after recording if the applicant fails to obtain an associated building permit and make substantial construction progress. An application for extension of a final plan shall be according to section 49.15.250, development permit extension.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

**DECLARATION OF
RIDGEVIEW CONDOMINIUMS**

AFTER RECORDATION RETURN TO:

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**DECLARATION FOR
RIDGEVIEW CONDOMINIUMS**

Declarant, Rooftop Properties, LLC, a Utah limited liability company with an office at, and a mailing address of _____, does hereby submit real property in, Alaska, to the provisions of the Uniform Common Interest Ownership Act ("UCIOA"), Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating Ridgeview Condominiums, and making the Improvements shown in the Plat and Plans. Ridgeview Condominiums is located entirely within the Juneau Recording District. The property being submitted is described as:

{ LEGAL DESCRIPTION TO BE INSERTED }

Rooftop Properties, LLC., declares that the Units created by this Declaration and shown on the unit survey map filed under Plat No. _____ shall be held and conveyed subject to the following terms, covenants, conditions, and restrictions. Ridgeview Condominiums is a site condominium development. Homes may be built within the Units in Ridgeview Condominiums, and, as a result, no floor plans for condominium units are being filed with the Plans.

**ARTICLE I.
Definitions.**

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1. Act. The Uniform Common Interest Ownership Act, AS 34.08 of the Alaska Statutes, as it may be amended from time to time.

Section 1.2. Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association allocated to Units in the Common Interest Community. The Allocated Interests are described in Article VIII of this Declaration and shown on Exhibit I.

Section 1.3. Association. Ridgeview Condominium Association, a non-profit corporation organized under Title 10, Chapter 20, of the statutes of the State of Alaska. It is the Association of Unit Owners pursuant to Section 34.08.310 of the Act.

Section I.4. Bylaws. The Bylaws of the Association, as they may be amended from time to time. Neither such Bylaws nor any amendments to such Bylaws need be recorded in the property records.

Section 1.5. Common Elements. Each portion of the Common Interest Community other than a Unit.

Section 1.6. Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

(a) Expenses of administration, maintenance, repair, or replacement of the Common Elements;

(b) Expenses declared to be Common Expenses by the Documents or by the Act;

(c) Expenses agreed upon as Common Expenses by the Association; and

(d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement, or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.7. Common Interest Community. The real property described in the Introduction, subject to the Declaration of Ridgeview Condominiums.

Section 1.8. Condominium. A Common Interest Community in which portions of the real estate are designated for separate ownership, the remainder of the real estate is designated for common ownership solely by the owners of those portions, and the undivided interests in the Common Elements are vested in the Unit Owners.

Section 1.9. Declarant. A person or a group of persons acting in concert who, as part of a common promotional plan, offer to dispose of its interest in a unit not previously disposed of, or who reserves or succeeds to a special declarant right; in this case, Rooftop Properties, LLC.

Section 1.10. Declaration. This document, including any amendments.

Section 1.11. Development Rights. The rights reserved by the Declarant under Article VII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Common Interest Community, and to withdraw property from the Common Interest Community.

Section 1.12. Director. A member of the Executive Board.

Section 1.13. Documents. The Declaration, Plat and Plans recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.14. Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XVI.

Section 1.15. Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVI.

Section 1.16. Executive Board. The board of directors of the Association.

Section 1.17. Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant, a Unit Owner or the Association, paving, utility wires, pipes, and light poles.

Section 1.18. Majority or Majority of Unit Owners. The owners of more than 50% of the votes in the Association.

Section 1.19. Manager. A person, firm, or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.20. Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on the behalf of the Association, and the right to comment thereon. The procedures for Notice, Comment, and Hearing are set forth in Article XXII of this Declaration.

Section 1.21. Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice, Comment, and Hearing are set forth in Article XXII of this Declaration.

Section 1.22. Party Wall. The wall or walls separating two homes abutting each other on the side of the Unit where there is no side yard setback required. The rights and responsibilities regarding party walls are described in Article XXVI.

Section 1.23. Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.24. Plans. The survey map filed under Plat No. _____, Records of the Juneau Recording District, Third Judicial District, State of Alaska, as it may be amended from time to time.

Section 1.25. Plat. The plat of Ridgeview Condominium Subdivision, according to Plat No. _____, filed in the Juneau Recording District, Third Judicial District, State of Alaska, as it may be amended.

Section 1.26. Property. The land, all Improvements, easements, rights, and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.27. Public Offering Statement. The current document prepared pursuant to Section 34.08.530 of the Act as it may be amended from time to time, and provided to purchasers prior to the time of execution of a purchase agreement.

Section 1.28. Rules. Rules for the use and occupancy of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.29. Security Interest. An interest in real estate or personal property created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.30. Special Declarant Rights. The rights as defined in AS 34.08.990(30), reserved for the benefit of a Declarant to:

- (a) complete Improvements indicated on plats and Plans filed with the Declaration;
- (b) exercise any Development Right;
- (c) maintain sales offices, management offices, signs advertising the Common Interest Community, and models;
- (d) use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community;
- (e) appoint or remove an officer of the Association or any Executive Board member during any period of Declarant control;
- (f) make the Common Interest Community subject to a master association;
and
- (g) merge or consolidate the Common Interest Community with another Common Interest Community of the same form of ownership.

Special Declarant Rights are detailed in Article VII.

Section 1.31. Trustee. The entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Executive Board from time to time constituted, acting by majority vote, as executed by the President and attested by the Secretary.

Section 1.32. Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy as shown on the Plans, the boundaries of which are described in Section 4.2 of this Declaration.

Section 1.33. Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

ARTICLE II.

Name and Type of Common Interest Community and Association.

Section 2.1. Common Interest Community. The name of the Common Interest Community

is Ridgeview Condominiums. Ridgeview Condominiums is a condominium form of common interest community.

Section 2.2. Association Name. The name of the Association is Ridgeview Condominium Association.

ARTICLE III. Description of Land.

The entire Common Interest Community is situated in the Juneau Recording District, Third Judicial District, State of Alaska, and is located on land described in the Introduction.

ARTICLE IV. Units and Boundaries.

Section 4.1. Maximum Number of Units. The Common Interest Community upon creation contains _____ () Units. The Declarant reserves the right to create up to a total of _____ () Units, as shown on the unit survey filed under Plat No. _____.

Section 4.2. Boundaries. Boundaries of each Unit created by the Declaration are shown graphically on Exhibit 2 and on the unit survey filed under Plat No. _____. At the time of sale, a Unit may include an existing building. The boundaries of the Units are described as follows:

(a) Upper Boundary: The horizontal plane _____ () feet above and parallel to the lower boundary and extending to the vertical perimeter boundaries.

(b) Lower Boundary: The horizontal plane extending to the vertical perimeter boundaries at an elevation _____ () feet below the average elevation of the common access drive fronting the Unit at the boundary between the Unit and the common access drive.

(c) Vertical Perimeter Boundaries: The vertical planes extending between the upper and lower boundaries and located by reference to the measurements to the property line shown on the survey map filed under Plat No. _____.

(d) Inclusions: Each Unit will include the spaces and Improvements lying within the boundaries described in Sections 4.2(a), 4.2(b), and 4.2(c) above, and any man-made improvements serving only the Unit.

(e) Exclusions: The land lying directly beneath the lower boundary of the Unit, and man-made improvements, if any, below the lower boundary of the Unit that serve more than one Unit.

(f) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition will control.

Section 4.3. Unit Areas. Unit areas are listed in Exhibit 2.

Section 4.4. Unit Numbers. The Unit numbers are listed in Exhibits 1 and 2.

**ARTICLE V.
Common Elements.**

Section 5.1. Common Elements. The Common Elements include all of the area within the Common Interest Community other than the Units. In Ridgeview Condominiums, the Common Elements include, among other things, (but are not limited to):

- (a) All common access drives within the boundaries of the Common Interest Community;
- (b) all water and sewer lines serving Units in the Common Interest Community from the point of connection to municipal facilities;
- (c) the vacant land as shown on the Plat;
- (d) any fencing or berms constructed by Declarant or the Association at the perimeter of the Common Interest Community;
- (e) any space for community mailboxes in the Common Interest Community;
- (f) designated guest parking areas; and
- (g) the access easement for the Common Interest Community (described as a part of the property description in the Introduction to this Declaration).

**ARTICLE VI.
Maintenance, Repair, and Replacement.**

Section 6.1. Common Elements. The Association shall maintain, repair, and replace all of the Common Elements of Ridgeview Condominiums. It should be noted that the obligation to maintain the Common Elements includes asphalt maintenance, snow maintenance, and snow hauling from all common access drives in Ridgeview Condominiums.

Section 6.2. Units. Each Unit Owner shall maintain, repair, and replace, at his or her own expense, all portions of his or her Unit, including any structure built within the Unit, driveways within the Unit and any fences built by Unit Owners. Rights and responsibilities regarding the maintenance and repair of Party Walls, roofs, and fences are contained in Article XXVI. If a Unit Owner fails to maintain and repair his or her own Unit, including the yard, fences, pavement, or structures, to the standards established by the Association's Rules, the Association may, after Notice and Hearing, repair or maintain the Unit as needed to bring it up to Association standards and assess the Unit Owner for the expenses of such repairs or maintenance as provided in Section 6.4.

Section 6.3. Access. Any person authorized by the Executive Board has the right to access all portions of the Property for the purpose of carrying out Section 6.2 of this Declaration, or to correct any condition threatening a Unit or the Common Elements. Such persons may also access all portions of the Property to read, repair, or replace utility meters and related pipes, valves, wires, and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of

emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.4. Allocation of Costs of Repairs and Maintenance. Each Unit Owner will reimburse the Association for any costs incurred for repairs and maintenance performed by the Association under the provisions of Section 6.2. In addition, each Unit Owner will reimburse the Association for any costs, including insurance deductibles, incurred by the Association due to damage to any Unit or to the Common Elements, to the extent that such damages or costs were caused intentionally, negligently, or by the Unit Owner's failure to properly maintain, repair, or make replacements to his or her Unit. Such expense will be assessed following Notice and Hearing. The Association will be responsible for damage to Units caused intentionally, negligently, or by its failure to maintain, repair, or make replacements to the Common Elements.

ARTICLE VII.
Development Rights and Other Special Declarant Rights.

Section 7.1. Reservation of Development Rights. The Declarant reserves the following Development Rights:

(a) The right by amendment to add Units and Common Elements in the location shown as "Development Rights Reserved" on the Plans, and which is identified in Exhibit 2.

(b) The right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the land not designated "Development Rights Reserved" on the Plat for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the land designated "Development Rights Reserved" on the Plat. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Exhibits 2 and 3 will be amended to include reference to the recorded easement.

(c) The right to withdraw property identified as "Developer Rights Reserved" on the Plans.

Section 7.2. Limitations on Development Rights. The Development Rights reserved in Section 7.1 are limited as follows:

(a) The Development Rights may be exercised at any time, but not more than seven (7) years after the recording of the initial Declaration. If exercised more than five (5) years after recording of the original Declaration, consent of fifty-one percent (51%) of the Eligible Mortgagees shall be required pursuant to Section 16.4.

(b) The quality of construction of any buildings and improvements to be created on the property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded.

(c) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded.

(d) No Development Rights may be exercised unless approved pursuant to Section 16.5 of this Declaration.

Section 7.3. Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the areas shown as "Development Rights Reserved" on the Plans and Plat as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 7.4. Special Declarant Rights. The Declarant reserves the following Special Declarant Rights to the maximum extent permitted by law which may be exercised, where applicable, anywhere within the Common Interest Community:

(a) To complete Improvements indicated on Plats and Plans filed with this Declaration;

(b) To exercise a Development Right reserved in the Declaration;

(c) To maintain sales offices, management offices, signs advertising the Common Interest Community, and models;

(d) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community; and

(e) To appoint or remove an officer of the Association or an Executive Board member during a period of Declarant control subject to the provisions of Section 7.9 of this Declaration.

Section 7.5. Models, Sales Offices, and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives, and employees

may maintain Units owned by the Declarant or any portion of the Common Elements as model Units or as a sales office or management office. Declarant may delegate this authority to dealers who purchase Units for resale.

Section 7.6. Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, repair and construction work, and to store materials in secure areas in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, or upland owners to fulfill the plan of development.

Section 7.7. Signs and Marketing. The Declarant reserves the right to post signs and displays in the Units or Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 7.8. Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction, and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the Property, promptly after the sale of the last Unit, any and all goods and Improvements used in development, marketing, and construction, whether or not they have become fixtures.

Section 7.9. Declarant Control of the Association.

(a) Subject to Subsection 7.9(b): There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of:

(i) Sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than the Declarant; or

(ii) Two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business; or

(iii) Two (2) years after any right to add new Units was last exercised; or

(iv) Five (5) years after the first Unit is conveyed to a Unit Owner other than the Declarant.

(b) The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event, the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

(c) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of

the Units that may be created to Unit Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than the Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(d) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, all of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers take office upon election.

(e) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice under Section 34.08.390 of the Act, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 7.10. Limitations on Special Declarant Rights. Unless sooner terminated by an amendment to this Declaration executed and recorded by the Declarant, any Special Declarant Right (except for Development Rights) may be exercised by the Declarant so long as:

- (a) Declarant is obligated under any warranty or obligation; or
- (b) Declarant holds a Development Right to create additional Units or Common Elements, or
- (c) Declarant owns any Unit or any Security Interest in any Units; or
- (d) Declarant's Special Declarant Rights expire upon the earliest date on which one of the conditions described in (a)-(c) is no longer operative, or for ten (10) years after recording the original Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute.

Section 7.11. Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

**ARTICLE VIII.
Allocated Interests.**

Section 8.1. Allocation of Interests. The table showing Unit numbers, addresses, and their Allocated Interests is attached as Exhibit 1. These interests have been allocated in accordance with the formulas set out in this Article VIII. These formulas are to be used in reallocating interests if Units are added to or deleted from the Common Interest Community. The percentage of undivided interest in the Common Elements assigned to each Unit for all purposes voting and the assessment of liability for Common Expenses shall be in accordance with Exhibit 1.

Section 8.2. Formulas for the Allocation of Interests. The Interests allocated to each Unit have been calculated on the following formulas:

(a) Undivided Interest in the Common Elements. Each Unit in the Common Interest Community shall have an equal percentage of the undivided interest in the Common Elements.

(b) Liability for the Common Expenses. Each Unit in the Common Interest Community shall have an equal percentage of liability for Common Expenses. As a result, the percentage of liability for Common Expenses for each unit is determined by dividing the total number of Units into 100. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XVII of this Declaration.

(c) Votes. Each Unit in the Common Interest Community shall have one equal Vote. Any specified percentage, portion, or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Exhibit 1.

Section 8.3. Assignment of Allocated Interests Upon Creation of Units Pursuant to Exercise of Development Rights. The effective date for assigning Allocated Interests to Units created pursuant to Section 8.1 of this Declaration shall be the date on which the amendment creating the Units is recorded in the records of the Juneau Recording District.

**ARTICLE IX.
Restrictions on Use, Alienation, and Occupancy.**

Section 9.1. Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VII, the following use restrictions apply to all Units and to the Common Elements:

(a) Each Unit is restricted to residential use as a single-family residential structure, including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash, or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its

occupants, cooking and eating with a common kitchen and dining area. Units must be used

and occupied at all times in accordance with all applicable local, state, and federal laws and with the Plat and Plans for Ridgeview Condominiums.

(b) Unit garages are to be used primarily for the storage of vehicles and may not be used as living space. The intent of this paragraph is that Unit Owners use their garages to store their vehicles, and that any vehicles not stored in garages or driveways (including boats, campers, ATVs, snowmachines, RVs, etc.) be regularly stored by Unit Owners somewhere other than their Unit or the Common Elements. Commercial vehicles, RVs, and campers which would not fit inside a Unit garage may not be parked anywhere on the Property for more than six (6) hours in any twenty-four (24) hour period. Commercial vehicles may be parked on the Property for more than six (6) hours in any twenty-four (24) hour period if necessary to make a delivery or complete construction. There is no parking permitted on the common access drives within Ridgeview.

(c) All Unit Owners will maintain their Units in a clean and well-maintained condition. Trash may not be stored outdoors. The Executive Board has the power to regulate the exterior storage of any type of material to preserve the appearance of the Property.

(d) No automotive repairs may be conducted outdoors anywhere on the Property.

(e) No animals, livestock, or poultry can be kept in any Unit, except that domestic dogs, cats, fish, and birds may be kept as household pets within the Unit, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall limit the total number of pets to four (4), no more than two (2) of which shall be dogs or cats. The Executive Board may, after Notice and Hearing, limit the sizes and types of dogs, if sizes and types of dogs become a problem for the Association, and may make exceptions as to the types of pets permitted on a case-by-case basis. Further, the Executive Board may prohibit the ownership of any animal that constitutes a nuisance to any other Unit Owner. Dogs and cats belonging to Unit Owners, occupants of Units, or their licensees or invitees, must be kept within the Unit except that they may be taken out of the Unit on a leash held by a person capable of controlling the animal. Should any dog or cat be found outside of the Unit, other than on a leash being held by a person capable of controlling the animal, the animal may be removed by Declarant or any person authorized by the Executive Board to remove the dog or cat from the Property. The dog or cat removed shall be taken to the municipal animal shelter and, if its owner is known, the Association shall notify the owner of the animal's location. The owner of any pet visiting or residing on the Property shall be absolutely liable to all other Unit Owners, their families, guests, and invitees for any damage to persons or property caused by the pet. Owners of pets are responsible for removing their pets' waste from the Units and the Common Elements of the Project.

(f) No nuisances shall be allowed on the Property, nor shall any use be made or practice be maintained by any Unit Owner or tenant of a Unit Owner that shall interfere with the quiet enjoyment of the Property by other Unit Owners and residents. The Executive Board may further define what constitutes a nuisance in the rules of the Association.

(g) The use of Units and Common Elements is further subject to the Bylaws and the Rules of the Association.

Section 9.2. Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan. A Unit may not be leased or rented for a term of less than thirty (30) days. All leases and rental agreements shall be in writing and subject to the requirements of the Documents. A copy of all leases or rental agreements must be given to the Association by the Unit Owner. All leases and rental agreements must contain a provision that gives the Association the power to enforce a violation of the Documents against tenant so long as the Association first gives notice to the Unit Owner of its intent to do so and gives Unit Owner a reasonable opportunity to remedy the violation. The Association's right to enforce violations of the Documents against a tenant does not limit the Association's right to take action against the Unit Owner for the tenant's violations of provisions of the Documents. This Declaration does not impose any right of first refusal or similar restriction on a Unit Owner's right to sell or convey a Unit.

Section 9.3. Structure Setbacks from Unit Perimeter Boundaries. Houses constructed within the Units may be attached to each other along one Unit boundary. No structure, except a fence, may be constructed within a setback area defined on the Plat. With the exception of the provision contained in the second sentence of this section, the structure setbacks along the side and rear Unit boundaries shall be as shown on the Plan. Ground level decks may be located in the rear setback area as long as they do not encroach into utility easements in the rear yards. If a conflict arises in determining the setback area, the provisions of Title 21 of the Municipal Land Use Code pertaining to "yards" shall be used as a guide.

Section 9.4. Fences. Unit Owners may not construct fences until after the final certificate of occupancy has been issued by the Municipality for the Unit. Any fences built by Unit Owners must comply with applicable local, state, and federal laws. Unit Owners must obtain the permission of the Executive Board to construct a fence. If built, fences must be maintained as an attractive addition to the Unit. No fence is permitted in the front yard unless the Executive Board finds it will become an attractive addition to the neighborhood. Metal or chain-link fences are not permitted. Declarant makes no guarantees that the Municipality will allow Unit Owners to construct fences. At a minimum, the Executive Board must require Unit Owners prior to constructing fences to:

- (a) prove to the satisfaction of the Executive Board that the fence will not encroach on neighboring units or Common Elements;
- (b) obtain utility locations to avoid damaging utilities during construction;
- (c) obtain any permission necessary from utilities; and
- (d) submit drawings, photographs, plans, or other descriptions that will allow the Executive Board to determine that the fence will be an attractive addition to the Unit.

Section 9.5. House Colors. Houses built within the Units may be painted or stained but the colors are limited to earth tones and pastels. Trim colors may be of a slightly darker contrasting color. All colors must be approved by the Executive Board as provided in Article XI. Both sides of a structure must be painted the same color.

ARTICLE X.

Easements and Licenses.

Section 10.1. Easement for Ingress and Egress Through Common Elements. Each Unit Owner has an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules and regulations as may be imposed by the Association. Each Unit is hereby burdened with an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

Section 10.2. Easements for Support. Each Unit and Common Element has an easement for lateral and subjacent support from every other Unit and Common Element.

Section 10.3. Easements for Encroachments. In the event any portion of the Common Elements encroaches on any Unit or any Unit encroaches on the Common Elements or another Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 10.4. Temporary Blanket Utility Easements. Each Unit and the Common Elements will be subject to a blanket easement for the installation and maintenance of utilities. The location of utilities installed under this blanket easement will be shown in the final as-built as Units are completed.

Section 10.5. Recorded Easements and Licenses. All recorded easements or licenses to which the Common Interest Community is presently subject are recited in Exhibit 3 to this Declaration or are shown on the Plats and Plans. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VII of this Declaration.

ARTICLE XI. Additions, Alterations, and Improvements.

Section 11.1. Additions, Alterations, and Improvements by Unit Owners.

(a) No Unit Owner will make any structural addition, structural alteration, or structural improvement in or to the Common Interest Community without the prior written consent thereto of the Executive Board in accordance with Subsection 11.1(c).

(b) Subject to Subsection 11.1(a), a Unit Owner:

(i) May make any other improvements or alterations to the interior of his Unit not requiring approval so long as the alterations or Improvements do not impair the support of any portion of the Common Interest Community, another Unit, or structures thereon; and

(ii) May not change the appearance of the Common Elements without permission of the Association;

(c) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 11.1(a) or 11.1(b)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within thirty (30) days after the request thereof. Failure to do so within such time shall not

constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its Rules. The approval of a written request may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by reason of reasonable dissatisfaction of the Board with the location of the proposed structure, the elevation, color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structure or alteration, the material used therein, or because of its reasonable dissatisfaction with any or all other matters or things which in the reasonable judgment of the Board will render the proposed alteration or improvement inharmonious or out of keeping with the general plan of improvement of the Common Interest Community. Improvements erected or maintained, otherwise than as approved by the Board, shall be deemed to have been undertaken without the approval of the Board as required by the Declaration. The approval of the Board of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications. No member of the Board shall be liable to any person for his or her decisions or failure to act in making decisions as a member of said Board. Upon approval of the Board, it shall be conclusively presumed that the location and height of any improvement does not violate the provisions of this Declaration.

(d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration, or Improvement in or to any Unit must be approved in writing by the Association. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor, or materialman on account of such addition, alteration, or Improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) The provisions of this Article shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 11.2. Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 17.5 and 17.6 of this Declaration, the Executive Board may make any additions, alterations, or Improvements to the Common Elements which in its judgment it deems necessary.

ARTICLE XII.

Relocation of Boundaries Between Adjoining Units.

Section 12.1. Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XI, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocation. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocation is unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the amendment must be executed by those Unit Owners, and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 12.2. Recording Amendments. The Association shall prepare and record Plats or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. The applicants will pay for the cost of preparation, recording, and filing of the amendment, Plat and Plans, and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE XIII. Amendments to Declaration.

Section 13.1. General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by Section 34.08.740 of the Act, or by and Section 12.1 of this Declaration and 34.08.260 of the Act, and except as limited by Section 13.4 and Article XVI of this Declaration, this Declaration, including the Plat and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 13.2. Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one year after the amendment is recorded.

Section 13.3. Recordation of Amendments. Each amendment to the Declaration must be recorded in each district in which a portion of the Common Interest Community is located and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article XI of this Declaration, must be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the name of the parties executing the amendment.

Section 13.4. When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, an amendment may not create or increase Special Declarant Rights, create or change the number of Units, change the boundaries of a Unit, change the Allocated Interests of a Unit, or change the uses to which a Unit is restricted, in the absence of unanimous consent of the Unit Owners.

Section 13.5. Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded, and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

Section 13.6. Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 13.7. Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVI.

Section 13.8. Amendments to Create Units. To exercise any Development Right reserved under Section 7.1 of this Declaration, the Declarant shall prepare, execute, and record an amendment to the Declaration. The Declarant shall also record either new Plats and Plans necessary to conform to the requirements of Subsections (a), (b), and (d) of Section 170 of the Act or new certifications of Exhibit 2 previously recorded if the Exhibits otherwise

conform to the requirements of those Subsections. The amendment to the Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe any Common Elements and any Limited Common Elements created thereby and designate the Unit to which each Limited Common Element is allocated to the extent required by Subsection 160(a) of the Act.

**ARTICLE XIV.
Amendments to Bylaws.**

The Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

**ARTICLE XV.
Termination.**

Termination of the Common Interest Community may be accomplished only in accordance with Section 34.08.260 of the Act.

**ARTICLE XVI.
Mortgagee Protection.**

Section 16.1. Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 16.2. Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 16.3. Notice of Action. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or casualty loss exceeding \$10,000 which affects a portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

(b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require a consent of a specified percentage of Eligible Mortgagees as specified in Section 16.4;

(e) Any judgment rendered against the Association; and

(f) Any default in performance by the individual Unit borrower of any obligation under the Documents which is not cured within sixty (60) days.

Section 16.4. Consent Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 16.4(a) may be effective until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration), except as provided in Section 16.12. The foregoing approval requirements do not apply to amendments effected by the exercise of any Special Declarant Right. Material includes, but is not limited to, any provision affecting:

- (i) Assessments, assessment liens, or subordination of assessment liens;
- (ii) Voting rights;
- (iii) Reserves for maintenance, repair, and replacement of Common Elements;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interests in the Common Elements, including any change in the pro rata interest or obligations of any Unit Owner for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;
- (vi) Rights to use Common Elements and Limited Common Elements;
- (vii) Boundaries of Units after conveyance of those Units by Declarant or a dealer to a purchaser;
- (viii) Convertibility of Units into Common Elements or Common Elements into Units;
- (ix) Abandonment, partition, subdivision, expansion, or contraction of the Common Interest Community, or the addition, annexation, partition, subdivision, or withdrawal of property to or from the Common Interest Community;
- (x) Insurance or fidelity bonds;
- (xi) Leasing of Units;
- (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

(xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;

(xv) Termination of the Common Interest Community for reasons other than the substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required;

(xvi) The benefits of mortgage holders, insurers, or guarantors; and

(xvii) The purposes to which any Unit or the Common Elements are restricted.

(b) Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions other than rights reserved to the Declarant as Special Declarant Rights without the approval of at least fifty- one percent (51%) of the Eligible Mortgagees:

(i) Convey or encumber the Common Elements or any portion thereof (as to which an eighty percent (80%) Eligible Mortgagee approval is required). (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer within the meaning of this clause);

(ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

(iii) The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;

(iv) The termination of the Common Interest Community for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required;

(v) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;

(vi) The merger of this Common Interest Community with any other common interest community;

(vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses, or concessions for no more than one (1) year);

(viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and

(ix) Any action taken not to repair or replace the Property.

(c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.

(d) The failure of an Eligible Mortgagee to respond within thirty (30) days to any written request of the Association for approval of an addition or amendment to the Declaration shall constitute an implied approval provided that notice was delivered by certified or registered mail with return receipt requested.

Section 16.5. Development Rights. No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Development Rights consent to the exercise, abandonment, or termination. No Development Rights may be exercised later than five (5) years after the date of recording of this Declaration unless fifty-one percent (51%) of the Eligible Mortgagees consent to the exercise of the Development Right.

Section 16.6. Inspection of Books. The Association shall maintain current copies of the Declaration, Bylaws, Rules, bookkeeping records, and financial statements. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the documents of the Association during normal business hours.

Section 16.7. Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

Section 16.8. Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law or in equity.

Section 16.9. Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 16.10. Appointment of Trustee. In the event of damage or destruction under Article XX or XXI or condemnation of all or a portion of the community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 1.32. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to Article XX or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board acting by majority vote through the president may act as Trustee.

Section 16.11. Priority on Insurance and Condemnation Proceeds. No provision of the Documents of the Association shall be deemed to give priority to an Owner or any other party over any rights of an Eligible Mortgagee pursuant to the terms of its Security Interest in the case of distribution of insurance proceeds or condemnation proceeds, whether such proceeds pertain to a Unit or Common Elements.

Section 16.12. Exception to Consent Requirements for Pre-Sale Boundary Relocations. In the event that Declarant or a Dealer changes the boundaries between two or more Units pursuant to Article XII, no consent is required from any Eligible Mortgagee so long as none of the Units having their boundaries changed have been conveyed to a purchaser. If a Unit having its boundaries changed has been conveyed to a purchaser, then the Eligible Mortgagee consent provisions of Section 16.4 apply.

ARTICLE XVII.
Assessment and Collection of Common Expenses.

Section 17.1. Apportionment of Common Expenses. Except as provided in Section 17.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Exhibit 1 to this Declaration.

Section 17.2. Common Expenses Attributable to Fewer Than All Units.

(a) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit that benefits from such service.

(b) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

(c) An assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.

(d) If Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against the Unit.

(e) Fees, charges, late charges, fines, collection costs, and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 17.3. Lien.

(a) The Association has a lien on a Unit for an assessment levied against the Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines, and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (i) a lien and encumbrances recorded before the recordation of the Declaration; (ii) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments charged against the Unit. A lien under this Section is also prior to all Security Interests described in Subsection (ii) of this Subsection if the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 17.4 of this Article which would have become due in the absence of acceleration

during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subsection (ii) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.10.

(c) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's liens shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which Subsection 17.3(a) creates a lien or prohibit an Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010.

(h) The Association's lien must be foreclosed as a mortgage or deed of trust on real estate is foreclosed, or as a lien is foreclosed under AS 34.35.005.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 17.5 of this Declaration.

(j) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 17.3(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(k) In the case of foreclosure, the Association shall give reasonable notice of its action to each lienholder of a Unit whose interest would be affected.

(l) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

(m) The Association may acquire, hold, lease, mortgage, and convey a Unit foreclosed on under this Section.

(n) Except as provided in (j) above, a lien under this Section is not affected by the sale or transfer of a Unit.

Section 17.4. Budget Adoption and Ratification. Within thirty (30) days after adoption of a proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to each Unit Owner, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a budget proposed by the Executive Board.

Section 17.5. Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 17.2 of this Declaration, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 17.4, except that such assessment can be considered at a special meeting as long as the notice required for annual meetings is provided to the Unit Owners.

Section 17.6. Certification of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board, and each Unit Owner.

Section 17.7. Monthly Payment of Common Expenses. All Common Expenses assessed under this Article shall be due and payable monthly.

Section 17.8. Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. The holder of a first Security Interest in a Unit which has acquired title to any Unit as a result of a foreclosure of its Security Interest shall be exempt from the application of this Subsection.

Section 17.9. Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 17.10. No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 17.11. Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 17.12. Reserves. As part of the adoption of the regular budget pursuant to

Sections 17.4 and 17.5, the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements based upon the project's age, remaining life, and the quantity and replacement cost.

Section 17.13. Working Capital. Unit Owners will be required to make a payment equal to two (2) months' assessments at closing. This payment will be used for working capital for the Association. In addition, a prepayment of the first month's assessment will also be due at closing.

ARTICLE XVIII. Right to Assign Future Income.

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XIX. Persons and Units Subject to Documents.

Section 19.1. Compliance with Documents. All Unit Owners, tenants, mortgagees, and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee, or occupant, and all such provisions recorded in the records of the Juneau Recording District of the Third Judicial District are covenants running with the land and shall bind any persons having at any time any interest or estate in such Unit.

Section 19.2. Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XX. Insurance.

Section 20.1. Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by the United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 20.2. Property Insurance.

(a) Property insurance shall be maintained for all common property of the

Association. The Units, structures within the Units, and any personal property stored on the Units ARE NOT common property of the Association and must be insured by the individual Unit Owners.

(b) Amounts. The common property shall be insured for an amount (after application of any deductions) equal to one hundred percent (100%) of its replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value. The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisal shall be a Common Expense. The maximum deductible for insurance policies shall be the lesser of \$10,000 or one percent (1%) of the policy face amount.

(c) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(d) Other Provisions. Insurance policies required by this Section shall provide that:

(i) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner;

(ii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(iv) Loss must be adjusted with the Association.

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

(vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(vii) The name of the insured shall be substantially as follows: "Ridgeview Condominium Association for the use and benefit of the individual Owners."

Section 20.3. Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements and the activities of the Association.

(a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

(i) Each Unit Owner is an insured person under the policy with respect to liability arising out of interest of the Unit Owner in the Common Elements or membership in the Association.

(ii) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner.

(iii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(v) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 20.4. Fidelity Bonds. A blanket fidelity bond shall be provided for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit, to each Eligible Mortgagee, and Eligible Insurer that serves an AHFC-owned, FNMA-owned, or FHLMC-owned mortgage on a Unit, and to the insurance trustee, if any, before the bond can be cancelled or substantially modified for any reason.

Section 20.5. Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit. **Units, structures, and personal property of Unit Owners ARE NOT common property of the Association and must be insured by the Unit Owner.**

Section 20.6. Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Alaska.

Section 20.7. Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain Directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 20.8. Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 20.9. Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXI.

Damage to or Destruction of Property.

Section 21.1. Duty to Restore. A portion of the Common Interest Community for which insurance is required under Section 34.08.440 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- (c) Eighty percent (80%) of the Unit Owners, including each owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 21.2. Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 21.3. Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners, and fifty-one percent (51%) of Eligible Mortgagees. Any repair or restoration must meet existing local, state, and federal laws.

Section 21.4. Replacement of Less Than Entire Property.

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;

(b) Except to the extent that other persons will be distributees:

(i) The insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the owner of the Unit to which the Limited Common Elements were allocated, or to lien holders, as their interests may appear; and

(ii) The remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interests may appear, in proportion to the Common Element interests of all the Units.

(c) If the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned under Subsection 34.08.860(a) of the Act, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

Section 21.5. Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners, and lien holders as their interests may appear. Subject to the provisions of Subsection 21.1(a) through Subsection 21.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners, and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 21.6. Certificates by the Executive Board. The Trustee, if any, may rely on the following certifications in writing made by the Executive Board:

(a) Whether or not damaged or destroyed Property is to be repaired or restored; and

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 21.7. Title Insurance Policies. If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the Trustee, if any, shall obtain and may rely on a title insurance company or attorney's title certificate or a title insurance policy based on a search of the records of the Juneau Recording District of the Third Judicial District from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

ARTICLE XXII.

Rights to Notice and Comment; Notice and Hearing.

Section 22.1. Right to Notice and Comment. Before the Executive Board amends the Bylaws

or the Rules, whenever the Documents require that an action be taken after "Notice and Comment," and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than ten (10) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 22.2. Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 22.3. Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

Section 22.4. Association Records. The Association shall maintain current copies of the Declaration, Bylaws, Rules, bookkeeping records, and financial statements. The Association shall permit any Unit Owner to inspect the documents of the Association during normal business hours.

ARTICLE XXIII. Executive Board.

Section 23.1. Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 23.2. Powers and Duties. The Executive Board may act in all instances on behalf

of the Association, except as provided in this Declaration, the Bylaws, or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules, and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend, or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws, or Rules in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement, and modification of the Common Elements;
- (i) Cause additional Improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber, and convey in the Association's name any right, title, or interest to real property or personal property, but Common Elements may be conveyed-or subjected to a Security Interest only pursuant to Section 34.08.430 of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses, and concessions for no more than one (1) year, through or over the Common Elements;
- (l) Impose and receive a payment, fee, or charge for services provided to Unit Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for violations of this Declaration, Bylaws, Rules, and regulations of the Association; Impose a reasonable charge for the preparation and recordation of amendments to this Declaration, resale certificates required by Section

34.08.590 of the Act, or a statement of unpaid assessments;

(n) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(o) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(p) Exercise any other powers conferred by this Declaration or the Bylaws;

(q) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(r) Exercise any other power necessary and proper for the governance and operation of the Association; and

(s) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified, or rejected by the Executive Board at its next regular meeting.

Section 23.3. Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XXIV. Open Meetings.

Section 24.1. Access. All meetings of the Executive Board at which action is to be taken by vote at such meeting will be open to the Unit Owners, except as hereafter provided.

Section 24.2. Notice. Notice of every such meeting will be given not less than twenty-four (24) hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Common Interest Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 24.3. Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:

(a) No action is taken at the executive session requiring the affirmative vote of Directors; or

(b) The action taken at the executive session involves personnel, pending litigation,

contract negotiations, or enforcement actions.

**ARTICLE XXV.
Condemnation.**

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 34.08.740 of the Act.

**ARTICLE XXVI.
Party Walls.**

Section 26.1. Party Wall. A wall or roof constructed on a Unit boundary between adjoining Units is a party wall. The portion of a roof or fence common to adjoining Units shall be treated as analogous to a Party Wall and is governed by these provisions.

Section 26.2. General Rules of Law. General rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions apply to Party Walls in this Common Interest Community.

Section 26.3. Party Wall Ownership. The Unit Owner owns that portion of a Party Wall that is located on the owner's Unit.

Section 26.4. Repair and Maintenance: Rebuilding: Access: Extension.

(a) The lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, and other materials constituting a part of the finished surfaces of a Party Wall are part of the Unit and shall be maintained and repaired by the Unit Owner within whose Unit they are located. In addition, chutes, flues, ducts, wires, conduit, bearing walls, bearing columns, or other fixtures lying within a Party Wall and servicing only one Unit, are a part of said Unit. to be maintained and repaired by the Owner of that Unit. Any portion of a Party Wall used by both adjacent Unit Owners shall be repaired and maintained by both Unit Owners, and the cost of repair and maintenance shall be shared equally by the two Unit Owners.

(b) If rebuilding of a Party Wall is necessary, the Party Wall shall be rebuilt on the same location and to the same width as the Party Wall being replaced.

(c) A Unit Owner making repairs to or rebuilding a Party Wall, upon reasonable notice to the other Unit Owner, shall be given access to the other Unit, as reasonably necessary to make the repairs or to conduct the rebuilding of the Party Wall but shall take all due precaution not to damage the property of the other Unit Owner.

(d) As permitted by the Association and local law, a Party Wall may be extended by a Unit Owner, and the other Unit Owner shall have the right to use the extended Party Wall by paying the Unit Owner one-half (1/2) the cost of such part of the Party Wall as the other Unit Owner shall use. The other Unit Owner shall be responsible for one-half (1/2) of the maintenance cost of only that portion of the extended Party Wall that the other Unit Owner uses.

Section 26.5. Destruction by Fire or Other Casualty. A Party Wall that has been damaged or destroyed by fire or other casualty may be restored by either Unit Owner. If the other Unit Owner thereafter makes use of the Party Wall, the other Unit Owner shall contribute to the cost of restoration thereof in proportion to such use subject, however, to the Unit Owner's right to call for a larger contribution from the other Unit Owner under the applicable rule of law regarding liability for negligent or willful acts or omissions.

Section 26.6. Insurance. Both Unit Owners sharing a Party Wall shall maintain property insurance sufficient to fully fund the repair or replacement of the Party Wall if damaged by fire or other insured casualty.

Section 26.7. Exterior Appearance. The exterior colors and materials, including the roofs, of dwellings on adjacent Units joined by a Party Wall must be identical and may not be changed without the written permission of the Association and the written consent of the other Unit Owner. Each Unit Owner shall be responsible for the cost of paint and/or other materials applied to its dwelling.

Section 26.8. Weather Protection. Notwithstanding any other provision of this Article, a Unit Owner who by its negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of repair and furnishing the necessary protection against such elements.

Section 26.9. Disputes. Any controversy that may arise between adjacent Unit Owners over the necessity for or cost of repairs and maintenance of the Party Wall shall be submitted to the Association which shall make a final, binding determination.

ARTICLE XXVII.

Miscellaneous.

Section 27.1. Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the Documents nor the intent of any provision thereof.

Section 27.2. Gender. The use of the masculine gender refers to the feminine and neuter genders, and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so requires.

Section 27.3. Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 27.4. Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability, or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect. Section 27.5. Conflict. The Documents are intended to comply with the requirements of the Act and Title 10, Chapter 20 of the Alaska Statutes (Non-Profit Corporation Law). In the event of any conflict between the Documents and the provisions of the statutes, the provision of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 27.6. Rights of Action. The Association and any aggrieved Unit Owner shall have a

right of action against Unit Owners for failure to comply with the provisions of the Documents or with decisions of the Association which are made pursuant to the Documents. Unit Owners shall also have such rights of action against the Association.

SIGNATURE PAGE FOLLOWS

In Witness Whereof, the Declarant has caused this Declaration to be executed this ____
day of _____.

ROOFTOP PROPERTIES, LLC.

By: _____
Name:
Title:

[NOTARY BLOCK]

RIDGEVIEW ARS PROCESS

PLAN

Preliminary Plan – APPROVED
November 8, 2022

Final Plan, Phase 1

For final plan review:

- Bylaws draft
- Mail box location
- Trash location
- Snow storage
- Make mods to Prelim as needed

Final Plan, Phase 1 APPROVAL

Final Plan, Phase 2

For final plan review:

- Mail box location
- Trash location
- Snow storage
- Make mods to Prelim as needed
- Make mods to Construction Plan as needed
- Make mods to Drainage Plan as needed

Final Plan, Phase 2 APPROVED

Final Plan, Phase 3

For final plan review:

- Mail box location
- Trash location
- Snow storage
- Make mods to Prelim as needed
- Make mods to Construction Plan as needed
- Make mods to Drainage Plan as needed

Final Plan, Phase 2 APPROVED

PLAT

Preliminary Plat – entire ARS

Includes:

- Drainage Plan
- Wetlands delineation

For Final Plat Approval:

- Bonding
- Taxes paid
- Drainage plan FINAL*
- Construction plan FINAL*
- Bylaws specific to each parent lot
- Any conditions the Commission established

Final Plat APPROVAL – recorded
Bylaws - recorded

Note: As development continues, the Applicant will encounter unanticipated challenges. Modifications to the preliminary plan, construction plan and drainage plans would be reasonable expectations.



Planning Commission

(907) 586-0715

PC_Comments@juneau.org

www.juneau.org/community-development/planning-commission

155 S. Seward Street • Juneau, AK 99801

**PLANNING COMMISSION
NOTICE OF DECISION**

Date: November 14, 2022

File No.: ARP2022 0001

Rooftop Properties, LLC
ATTN: Brandon Gray & Garrett Johnson
445 N 2000 W Ste 7
Springville, UT 84663

Proposal: Preliminary Plan approval for Ridgeview Subdivision, an Alternative Residential Subdivision, developing up to 444 dwelling units on 19.71 acres.

Property Address: 7400 Glacier Highway

Legal Description: USS 1568 Tract B1

Parcel Code No.: 5B1401010010

Hearing Date: October 11, 2022, continued to November 8, 2022

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated October 4, 2022 and APPROVED the Alternative Residential Subdivision Preliminary Plan for Ridgeview Subdivision, an Alternative Residential Subdivision, developing up to 444 dwelling units on 19.71 acres, to be conducted as described in the project description and project drawings submitted with the application and with the following amended conditions:

1. When the connection to Vista del Sol Drive is constructed, change the name of Seymour Way to Vista del Sol Drive.
2. For each Final Plan, provide updated off-street parking plans that show required ADA spaces, or denote if they are included in garage parking.
3. For the Final ARS Plan for the first phase, a Traffic Impact Analysis for the entire development must be approved by CBJ. ADOT&PF will be consulted regarding impacts from the development.
4. Plan and install a continuous vegetated barrier along the entire length of the development from the platted connection with Vista del Sol Drive along the shared property line to the development's property line at Glacier Highway. The vegetated barrier will be depicted on the preliminary and final plats of each Phase located in this area with an associated plat note. The

Rooftop Properties, LLC
File No.: ARP2022 0001
November 14, 2022
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vegetative buffer will be completed by phase, and required before the Temporary Certificate of Occupancy is issued.

5. Prior to approval of the Final Alternative Residential Subdivision Plan for each phase, the applicant shall submit homeowners' association, or similar, documents that comply with the requirements of CBJ 49.15.950(b).
6. The vegetative buffer on the west lot line shall be 15 feet wide, and can be reduced to five (5) feet with fence sufficient to provide a visual and acoustic buffer.

Attachments:

- October 4, 2022 memorandum from Irene Gallion, Community Development, to the CBJ Planning Commission regarding ARP2022 0001.
- Memo dated October 27, 2022, "Staff response to Commissioner concerns."
- October 19, 2022 Applicant materials – revised
- Additional Materials, including five comments

This Notice of Decision does not authorize construction activity. Prior to starting any project, it is the applicant's responsibility to obtain the required building permits.

This Notice of Decision constitutes a final decision of the CBJ Planning Commission. Appeals must be brought to the CBJ Assembly in accordance with CBJ 01.50.030. Appeals must be filed by 4:30 P.M. on the day twenty days from the date the decision is filed with the City Clerk, pursuant to CBJ 01.50.030 (c). Any action by the applicant in reliance on the decision of the Planning Commission shall be at the risk that the decision may be reversed on appeal (CBJ 49.20.120).

Effective Date: The permit is effective upon approval by the Commission, November 8, 2022.

Expiration Date: The permit will expire 18 months after the effective date, or May 8, 2023, if no Building Permit has been issued and substantial construction progress has not been made in accordance with the plans for which the development permit was authorized. Application for permit extension must be submitted thirty days prior to the expiration date.


Paul Voelckers, Acting Chair
Planning Commission


Date

Rooftop Properties, LLC
File No.: ARP2022 0001
November 14, 2022
Page 3 of 3



Filed With City Clerk

11/16/22

Date

cc: Plan Review

NOTE: The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this development project. ADA regulations have access requirements above and beyond CBJ-adopted regulations. Owners and designers are responsible for compliance with ADA. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.



MEMORANDUM

TO: Brandon Gray (Project Control, Inc)

FROM: LaQuita Chmielowski, P.E. (DOWL)
Connor Denning, E.I.T. (DOWL)

DATE: October 17, 2022

SUBJECT: Traffic Impact Analysis for AK444 Residential Development

BACKGROUND

This memorandum evaluates potential traffic impacts associated with the proposed AK444 residential development. The proposed development is located off Glacier Road, just northeast of the Juneau International Airport. The AK444 development would consist of 28 single family homes and 416 low-rise apartment units. Access to the development will be provided via a new access point, located east of Vista Del Sol Drive. Opening year for the development is expected in 2025. The site plan for the development is included in the Appendix.

This study examines existing intersection operations in the study area, along with future traffic operations in 2032 with and without the AK444 residential development.

EXISTING CONDITIONS

Existing conditions were analyzed in the study area including existing roadway characteristics, traffic volumes, intersection operations, and crash history.

Roadway Characteristics & Study Intersections

The proposed development is located at 7400 Glacier Highway; the majority of development traffic is expected to travel to and from Highway 7. Figure 1 shows the proposed development location and the adjacent study intersections. Table 1 shows the existing traffic control at each study intersection, while Table 2 provides the functional classification, posted speed limit and cross section for roadways in the study area. The Glacier Highway and Egan Road intersection is signalized with protected permitted left-turn phasing, along with pedestrian-only phases for the east and west legs.

Due to restrictions in the HCM 2010 methodology, the Egan Drive and Highway 7 EB Ramps intersection is modeled as a two way stop. To estimate the delay with the current configuration, the delay from both stop approaches are added together and reported.

Table 1: Traffic Control at Study Intersections

Intersection	Traffic Control
Glacier Highway & Old Dairy Road	Stop Controlled on Old Dairy Road
Highway 7 & Old Dairy Road	None - Free Movement from Side Street onto Highway 7
Glacier Highway & Egan Drive	Traffic Signal
Egan Drive & Highway 7 WB Ramps	Stop Controlled on WB Off Ramp
Egan Drive & Highway 7 EB Ramps	Stop Controlled on EB Off Ramp

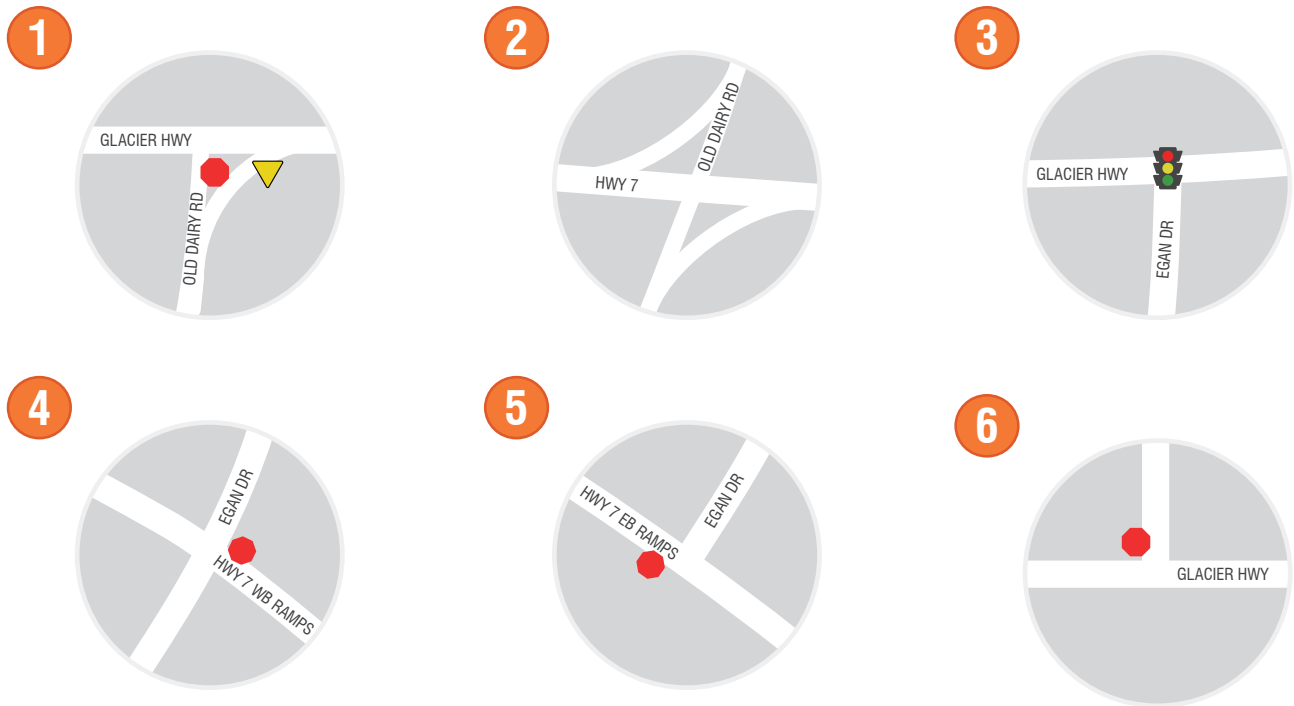
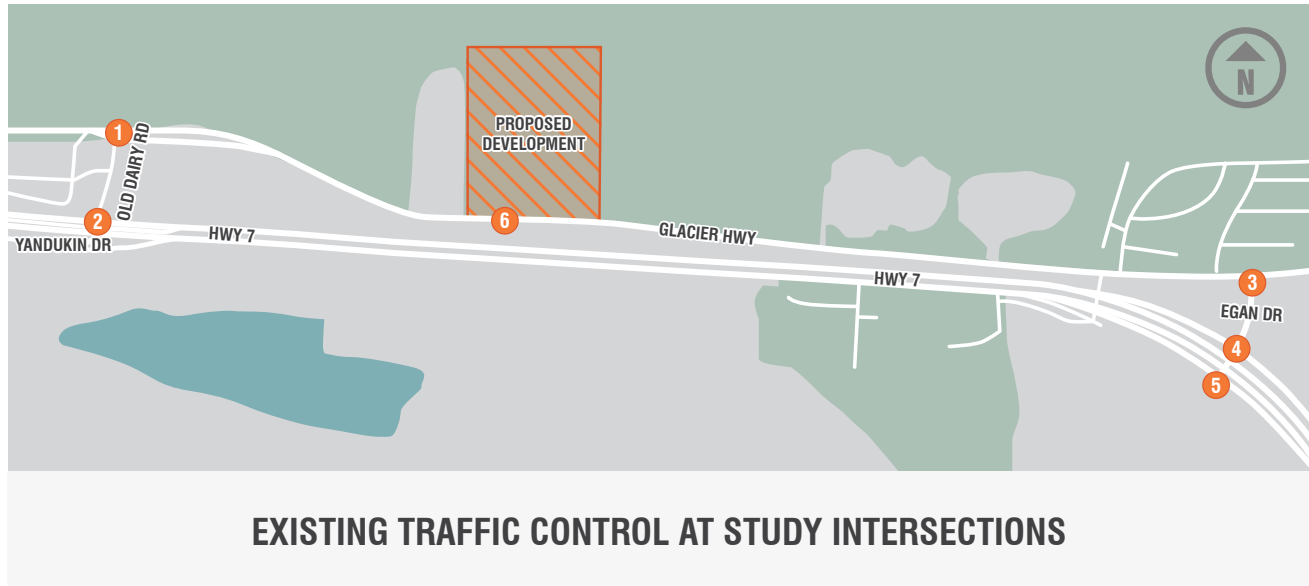


Figure 1: Existing Traffic Control at Study Intersections

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Table 2: Study Area Roadway Characteristics

Road	Functional Classification	Posted Speed	Cross-section
Egan Drive	Principal Arterial	None Posted	2 lanes 1 each direction
Glacier Highway	Minor Arterial (E of Old Dairy) Local (W of Old Dairy)	45 mph	2 lanes 1 each direction
Highway 7	Principal Arterial	55 mph	4 lane divided highway 2 each direction
Old Dairy Road	Minor Arterial	None Posted	2 lanes 1 each direction

Existing Traffic Volumes

Existing traffic volumes were collected on Tuesday, September 13, 2022. Data was collected at the five existing study intersections using 16-hour turning movement counts (6:00 AM to 10:00 PM). In addition, a 24-hour tube count was collected on Glacier Highway (2,750 feet east of Old Dairy Road) to evaluate existing traffic volumes, speeds, and vehicle classification information. The AM peak hour of traffic was identified at 7:30 - 8:30 AM, while the PM peak hour was identified as 4:00 - 5:00 PM.

A seasonal adjustment factor (SAF) of 1.10 was applied to the traffic count data, to represent typical traffic conditions. The SAF was calculated using data from the nearby Alaska Department of Transportation & Public Facilities (DOT&PF) permanent count station located on Highway 7 west of Egan Drive¹. Figure 2 shows the seasonally adjusted existing AM and PM peak hour turning movement volumes at study intersections.

¹ Data from <https://alaskatrafficdata.drakewell.com>

EXISTING CONDITIONS VOLUMES



Figure 2: Existing AM and PM Peak Hour Traffic Volumes

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Mobility Standards

Traffic operations were modeled in Synchro/SimTraffic version 11. Synchro reports are provided in the Appendix. Following guidance from the 2022 Alaska DOT&PF Highway Preconstruction Manual², this study uses the 2010 Highway Capacity Manual (HCM)³ methodology to calculate intersection level of service (LOS). In the event that 2010 HCM methodology cannot be used due to non-NEMA phasing, or pedestrian phases, delay and LOS will be reported using HCM 2000. Table 3 shows LOS targets for each roadway functional class, for sites located in suburban, urban, urban core, or rural town areas (obtained from Chapter 2.4.5 of the 2011 AASHTO Green Book⁴). The Alaska Administrative Code (AAC)⁵ establishes a minimum LOS for the development's construction and design years. These code and policy documents state the following minimum acceptable LOS for the construction and design years:

- LOS C is acceptable if the existing conditions are LOS C or better
- LOS D is acceptable if the existing conditions are LOS D
- If the existing conditions are poorer than LOS D, a lower LOS is acceptable if the operation does not deteriorate more than ten percent (10%) in terms of delay time or any other appropriate measure of effectiveness compared with the background condition (i.e., without the development).

Table 3: Level of Service Targets from AASHTO Green Book Table 2-3

Functional Classification	Design Level of Service
Freeway	C or D
Arterial	C or D
Collector	D
Local	D

Existing Intersection Traffic Operations

Table 4 shows the existing delay and LOS at study intersections (reported using the 2010 HCM delay methodology). Overall intersection delay is reported at the signalized intersection (Glacier Highway and Egan Drive), while delay is only reported for the critical movement (or highest delay approach) at two-way stop controlled intersections. All intersections currently operate at LOS C or better, except for the Highway 7 and Old Dairy Road intersection which currently operates at LOS E for the eastbound and westbound left-turn movements.

² Alaska Highway Preconstruction Manual, Alaska Department of Transportation and Public Facilities, 2022.

³ HCM 2010: Highway Capacity Manual, Transportation Research Board, 2010.

⁴ A Policy on Geometric Design of Highways and Streets, The American Association of State Highway and Transportation Officials, 2011.

⁵ Section 17 Alaska Administrative Code 10.070, <https://www.akleg.gov/basis/aac.asp#17.10.070>

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Table 4: Existing Conditions Traffic Operations

Intersection	AM Peak Hour			PM Peak Hour		
	LOS	Delay	Critical Movement	LOS	Delay	Critical Movement
Glacier Highway & Old Dairy Road	B	11	NB	C	16	NB
Highway 7 & Old Dairy Road	E	46	WBL	E	37	EBL
Glacier Highway & Egan Drive ^a	B	13	-	B	13	-
Egan Drive & Highway 7 WB Ramps	B	11	WB	B	11	WB
Egan Drive & Highway 7 EB Ramps	C	21	EB	B	19	EB

^a HCM 2000 methodology used due to pedestrian only phases.

Crash History

Tables 5 and 6 show crash history for the study intersections for the five most recent years of available crash data (January 1, 2016 to December 31, 2020). The Highway 7 and Old Dairy Road intersection had 28 crashes over the last five years, including four fatal crashes. Table 5 shows the crash rate at each study intersection, along with the statewide average crash rate (based on the intersection traffic control and number of approaches). The statewide averages are based on data from 2008 to 2012 and represent the most recent data available⁶. Although the crash rate at the Highway 7 and Old Dairy Road intersection is below the statewide average, the presence of fatal crashes raises safety concerns at the intersection. Table 6 shows the breakdown of crashes by crash type at the intersections.

Table 5: Total Crashes and Crash Rate by Intersection (2016 – 2020)

Intersection	Crash Rate ^a		Crash Severity			Total Crashes
	Intersection	Statewide Average	Fatal	Injury	PDO	
Glacier Highway & Old Dairy Road	-	-	-	-	-	0
Highway 7 & Old Dairy Road	0.43	0.55	4	14	10	28
Glacier Highway & Egan Drive	-	-	-	-	-	0
Egan Drive & Highway 7 WB Ramps	0.07	0.57	0	1	0	1
Egan Drive & Highway 7 EB Ramps	-	-	-	-	-	0

⁶ Alaska Highway Safety Improvement Program Handbook, Alaska DOT&PF, January 2017.

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Table 6: Crash Type by Intersection (2016 – 2020)

Intersection	Angle	Single Vehicle Run-off	Rear End	Undetermined
Glacier Highway & Old Dairy Road	-	-	-	-
Highway 7 & Old Dairy Road	20 (2)	3	1	4 (2)
Glacier Highway & Egan Drive	-	-	-	-
Egan Drive & Highway 7 WB Ramps	1	-	-	-
Egan Drive & Highway 7 EB Ramps	-	-	-	-

(#) Denotes number of fatal crashes

FUTURE CONDITIONS

2032 No-Build Traffic Operations

Figure 3 shows the expected AM and PM peak hour turning movements in 2032, without the proposed AK444 development. Future traffic volumes were generated using a compound annual growth rate of 0.25% per year. This growth rate was established through the Juneau Douglas Second Channel Planning and Environmental Linkages Study⁷ with concurrence from DOT&PF staff⁸.

Table 7 shows the expected delay and LOS at study intersections in 2032, without the AK444 development. Due to the low expected traffic growth, there are only minor changes in the traffic operations at study intersections. The Highway 7 and Old Dairy Road intersection continues to fail, operating with a LOS E and F for the eastbound and westbound left-turn movements. Of note, the results reported at Glacier Highway and Egan Drive assume that signal timings have been optimized to accommodate future traffic volumes.

Table 7: 2032 No-Build Traffic Operations

Intersection	AM Peak Hour			PM Peak Hour		
	LOS	Delay	Critical Movement	LOS	Delay	Critical Movement
Glacier Highway & Old Dairy Road	B	11	NB	C	16	NB
Highway 7 & Old Dairy Road	F	55	WBL	E	44	EBL
Glacier Highway & Egan Drive	B	11	-	B	11	-
Egan Drive & Highway 7 WB Ramps	B	11	WB	B	11	WB
Egan Drive & Highway 7 EB Ramps	C	21	EB	B	20	EB

⁷ Juneau Douglas Second Channel Draft Planning and Environmental Linkages Study, DOWL, 2022.

⁸ Email from DOT&PF staff on September 7th, 2022.

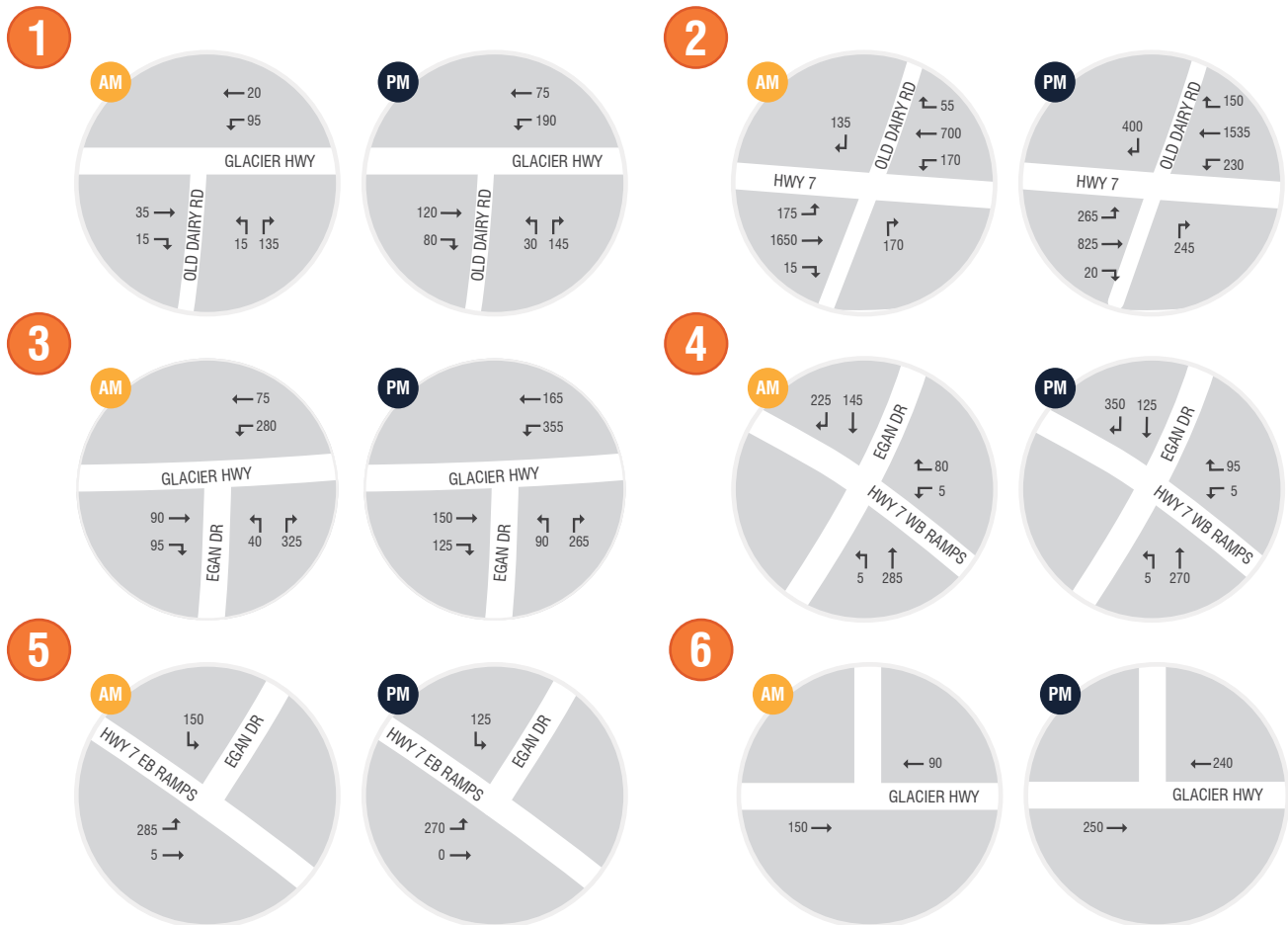
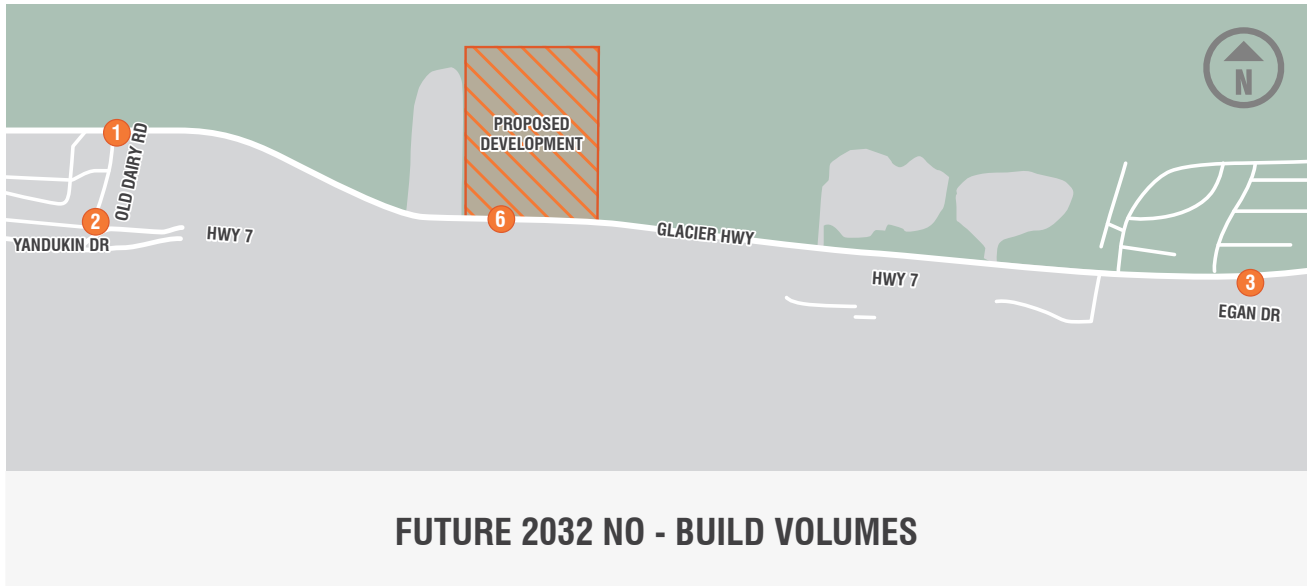


Figure 3: Future No-Build Traffic Volumes

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Trip Generation

Trip generation rates for the proposed development are based on the data published in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition*. Table 8 shows the number and type of residential units expected at the AK444 development, by land use code. This information was used to calculate the expected number of inbound and outbound trips during a typical weekday, and the AM and PM peak hours of the adjacent road. The *ITE Trip Generation Manual* two ways for determining the number of trips. If the R-squared value is greater than 0.75, ITE recommends the use of the trip rate equation over the average trip generation rate, which is true for both of the applicable land use codes. Table 9 shows the estimated AM, PM, and daily trips generated by the AK444 development.

Table 8: Development Land Use Types and Units

Land Use Code	Land Use Type	Units
215	Single-Family Attached Housing	28
220	Multifamily Housing (Low Rise)	416

Table 9: Daily Development Trips

Land Use #	Units	AM Peak Hour			PM Peak Hour			Daily Trips
		Trips in	Trips Out	Total	Trips in	Trips Out	Total	
215	28	3	6	9	9	7	16	163
220	416	36	116	152	125	74	199	2742
Total	444	39	122	161	134	81	215	2905

Trip Distribution

Trip distribution involves estimating where traffic is coming from and going to when accessing the development. The trip distribution was established based on existing traffic patterns, regional land uses, and locations of existing employment centers. Development traffic was distributed using the following assumptions for trip origins and destinations:

- 50% to/from Highway 7 (east of Egan Drive)
- 30% to/from Highway 7 (west of Old Dairy Road)
- 10% to/from Glacier Highway (west of Old Dairy Road)
- 10% to/from Glacier Highway (east of Egan Drive)

Figure 4 shows the expected development-related traffic expected at study intersections in the AM and PM peak hours.

ADDED 2032 DEVELOPMENT VOLUMES

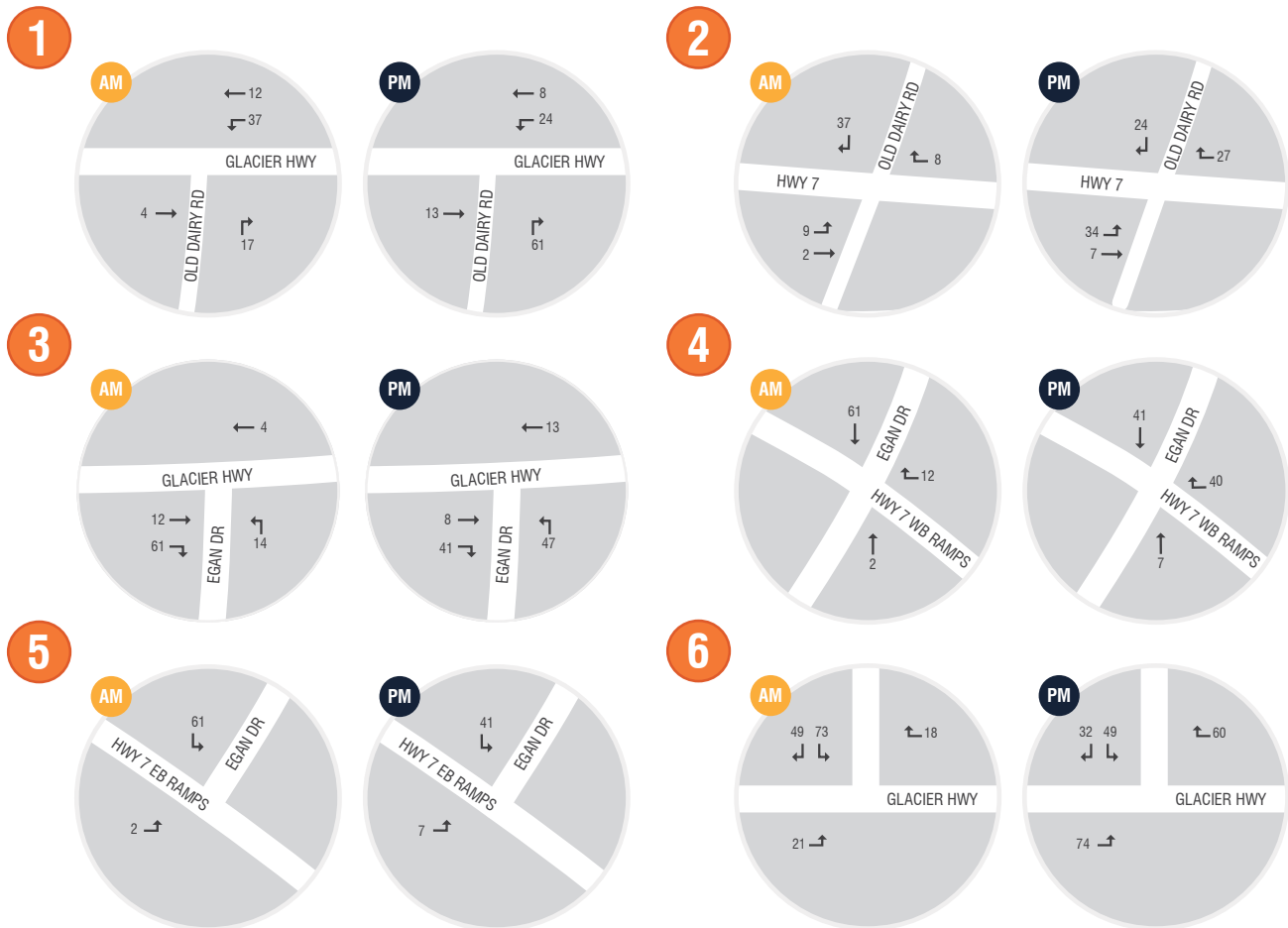


Figure 4: Added Development Traffic Volumes

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2032 Traffic Operations with Development

Figure 5 shows the total traffic expected at study intersections in 2032, with the development. Table 10 shows the expected traffic operations at each study intersection. The development is expected to increase delay at the Highway 7 and Old Dairy Road intersection (although this intersection was already failing in the future no-build condition). All other study intersections are expected to operate at LOS D or better with the development in 2032.

Table 10: 2032 Traffic Operations with Development

Intersection	AM Peak Hour			PM Peak Hour		
	LOS	Delay	Critical Movement	LOS	Delay	Critical Movement
Glacier Highway & Old Dairy Road	B	12	NB	C	18	NB
Highway 7 & Old Dairy Road	F	55	WBL	F	60	EBL
Glacier Highway & Egan Drive	B	14	-	B	13	-
Egan Drive & Highway 7 WB Ramps	B	11	WB	B	11	WB
Egan Drive & Highway 7 EB Ramps	C	23	EB	C	21	EB
Development & Glacier Highway	B	11	SB	C	16	SB

Mitigation measures examined for the Highway 7 and Old Dairy Road intersection included closure of the EB and WB left turn lanes as well as a future traffic signal. Closure of the left turn lanes led to substandard performance at the Egan Drive and Highway 7 ramp intersections. A traffic signal at Highway 7 and Old Dairy Road may be the most effective traffic operations solution but given the high angle collision rate noted previously this should be examined as part of an intersection specific traffic study conducted by DOT&PF to determine the long-term solution for this intersection.

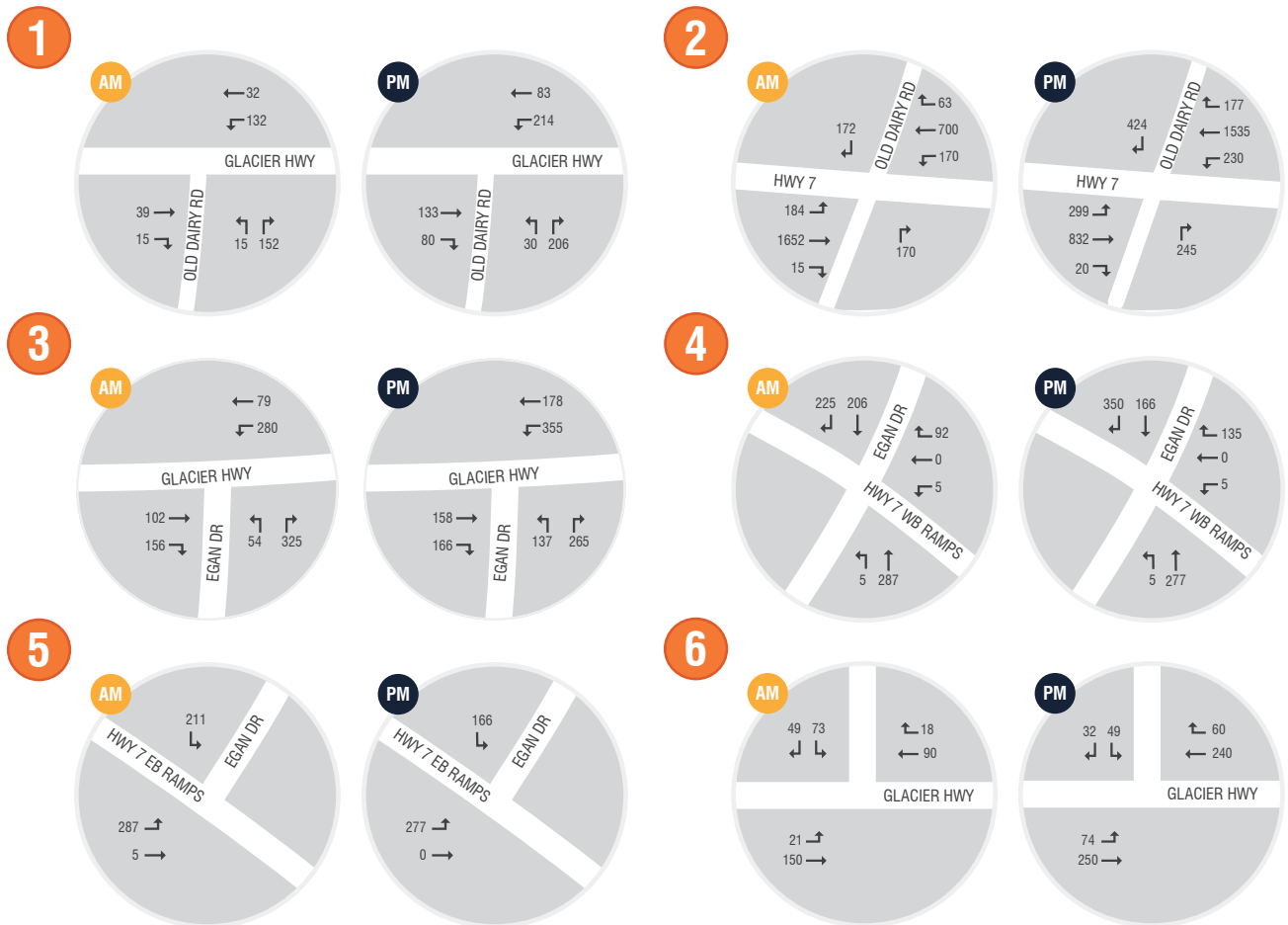
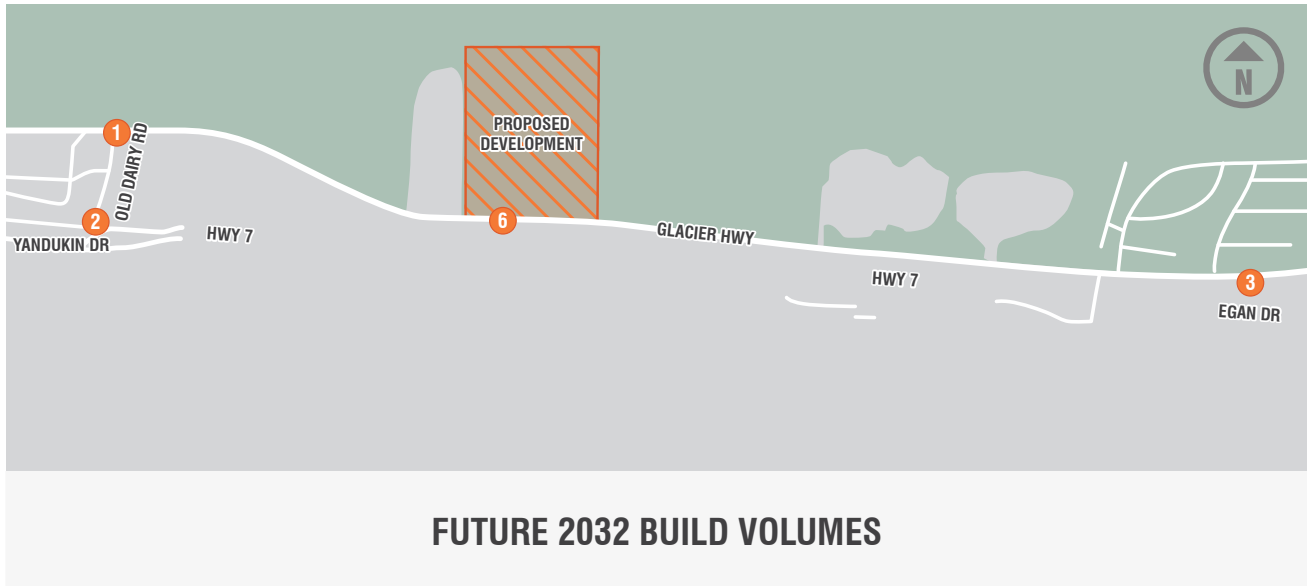


Figure 5: 2032 Build Volumes

MEMORANDUM

CONCLUSIONS

The proposed AK444 residential development as currently planned will add 28 single family homes and 416 low rise apartment units off Glacier Highway generating 161 trips in the AM and 362 trips in the PM peaks.

Highway 7 and Old Dairy Road intersection is failing today and is expected to fail in 2032 with or without the development (high delay is expected for the eastbound and westbound left-turn movements). In addition, this intersection experiences a disproportionate number of angle and high severity collisions. Given the operational and safety concerns this intersection should be examined as part of an intersection specific traffic study conducted by DOT&PF to determine the long-term solution for this intersection.

No mitigation specific to the AK444 residential development is anticipated at this time.

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Appendix

Site Information

HCM Analysis – Existing

HCM Analysis –No-Build

HCM Analysis – Build

MEMORANDUM

Site Information




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HCM Analysis – Existing

HCM 2010 TWSC

1: Old Dairy Road & Glacier Highway

10/13/2022

Intersection						
Int Delay, s/veh	6.9					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	31	10	89	17	13	131
Future Vol, veh/h	31	10	89	17	13	131
Conflicting Peds, #/hr	0	0	0	0	2	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	Yield
Storage Length	-	-	-	-	110	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	7	19	4	5	0	4
Mvmt Flow	37	12	106	20	15	156
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	49	0	277	43
Stage 1	-	-	-	-	43	-
Stage 2	-	-	-	-	234	-
Critical Hdwy	-	-	4.14	-	6.4	6.24
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.236	-	3.5	3.336
Pot Cap-1 Maneuver	-	-	1545	-	717	1022
Stage 1	-	-	-	-	985	-
Stage 2	-	-	-	-	810	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1545	-	666	1022
Mov Cap-2 Maneuver	-	-	-	-	666	-
Stage 1	-	-	-	-	985	-
Stage 2	-	-	-	-	752	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		6.3		9.3	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	666	1022	-	-	1545	-
HCM Lane V/C Ratio	0.023	0.153	-	-	0.069	-
HCM Control Delay (s)	10.5	9.2	-	-	7.5	0
HCM Lane LOS	B	A	-	-	A	A
HCM 95th %tile Q(veh)	0.1	0.5	-	-	0.2	-












HCM 2010 TWSC
2: Highway 7 & Old Dairy Road

10/13/2022

Intersection												
Int Delay, s/veh	3.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↰↰	↰	↰	↰↰	↰						↰
Traffic Vol, veh/h	167	1609	10	165	678	53	0	0	0	0	0	129
Future Vol, veh/h	167	1609	10	165	678	53	0	0	0	0	0	129
Conflicting Peds, #/hr	1	0	0	0	0	1	1	0	0	0	0	1
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	Yield	-	-	None	-	-	Free
Storage Length	520	-	390	380	-	325	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	-	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	0	2	1	5	2	0	7	0	0	0	0	0
Mvmt Flow	204	1962	12	201	827	65	0	0	0	0	0	157
Major/Minor	Major1			Major2			Minor2					
Conflicting Flow All	828	0	0	1974	0	0	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	4.1	-	-	4.2	-	-	-	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.2	-	-	2.25	-	-	-	-	-	-	-	-
Pot Cap-1 Maneuver	812	-	-	278	-	-	0	0	0	0	0	0
Stage 1	-	-	-	-	-	-	0	0	0	0	0	0
Stage 2	-	-	-	-	-	-	0	0	0	0	0	0
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	812	-	-	278	-	-	-	0	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	0	-	-	-	-
Stage 1	-	-	-	-	-	-	-	0	-	-	-	-
Stage 2	-	-	-	-	-	-	-	0	-	-	-	-
Approach	EB			WB			SB					
HCM Control Delay, s	1			8.4			0					
HCM LOS							A					
Minor Lane/Major Mvmt	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1					
Capacity (veh/h)	812	-	-	278	-	-	-					
HCM Lane V/C Ratio	0.251	-	-	0.724	-	-	-					
HCM Control Delay (s)	10.9	-	-	45.7	-	-	0					
HCM Lane LOS	B	-	-	E	-	-	A					
HCM 95th %tile Q(veh)	1	-	-	5.1	-	-	-					

HCM Signalized Intersection Capacity Analysis
3: Egan Drive & Glacier Highway

10/13/2022




						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	84	91	270	73	37	316
Future Volume (vph)	84	91	270	73	37	316
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.3		5.0	5.3	5.0	5.0
Lane Util. Factor	1.00		1.00	1.00	1.00	1.00
Frpb, ped/bikes	0.99		1.00	1.00	1.00	0.98
Flpb, ped/bikes	1.00		1.00	1.00	1.00	1.00
Frt	0.93		1.00	1.00	1.00	0.85
Flt Protected	1.00		0.95	1.00	0.95	1.00
Satd. Flow (prot)	1712		1735	1827	1787	1518
Flt Permitted	1.00		0.42	1.00	0.95	1.00
Satd. Flow (perm)	1712		773	1827	1787	1518
Peak-hour factor, PHF	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	102	111	329	89	45	385
RTOR Reduction (vph)	45	0	0	0	0	317
Lane Group Flow (vph)	168	0	329	89	45	68
Confl. Peds. (#/hr)		1	1			1
Heavy Vehicles (%)	2%	2%	4%	4%	1%	4%
Turn Type	NA		pm+pt	NA	Prot	Perm
Protected Phases	6		5	2	3	
Permitted Phases			2			3
Actuated Green, G (s)	10.5		30.0	30.0	8.6	8.6
Effective Green, g (s)	10.5		30.0	30.0	8.6	8.6
Actuated g/C Ratio	0.21		0.61	0.61	0.18	0.18
Clearance Time (s)	5.3		5.0	5.3	5.0	5.0
Vehicle Extension (s)	3.0		3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	367		759	1120	314	266
v/s Ratio Prot	0.10		c0.13	0.05	0.03	
v/s Ratio Perm			c0.14			c0.04
v/c Ratio	0.46		0.43	0.08	0.14	0.25
Uniform Delay, d1	16.7		4.9	3.8	17.0	17.4
Progression Factor	1.00		1.00	1.00	1.00	1.00
Incremental Delay, d2	0.9		0.4	0.0	0.2	0.5
Delay (s)	17.6		5.3	3.9	17.2	17.9
Level of Service	B		A	A	B	B
Approach Delay (s)	17.6			5.0	17.8	
Approach LOS	B			A	B	
Intersection Summary						
HCM 2000 Control Delay			12.7		HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio			0.53			
Actuated Cycle Length (s)			48.9		Sum of lost time (s)	21.3
Intersection Capacity Utilization			43.8%		ICU Level of Service	A
Analysis Period (min)			15			

c Critical Lane Group

HCM 2010 TWSC

4: Westbound Ramps & Egan Drive



10/13/2022

Intersection											
Int Delay, s/veh	1.2										
Movement	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SER	
Lane Configurations											
Traffic Vol, veh/h	1	0	2	275	0	0	141	218	0	0	
Future Vol, veh/h	1	0	2	275	0	0	141	218	0	0	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	
Sign Control	Stop	Stop	Free	Free	Free	Free	Free	Free	Stop	Stop	
RT Channelized	-	-	-	-	None	-	-	None	-	None	
Storage Length	-	0	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	0	-	-	0	-	-	0	-	-	-	
Grade, %	0	-	-	0	-	-	0	-	0	-	
Peak Hour Factor	78	78	78	78	78	78	78	78	92	92	
Heavy Vehicles, %	0	0	0	5	0	0	4	5	2	2	
Mvmt Flow	1	0	3	353	0	0	181	279	0	0	
Major/Minor	Minor1	Major1		Major2							
Conflicting Flow All	680	353	460	0	-	-	-	0			
Stage 1	359	-	-	-	-	-	-	-			
Stage 2	321	-	-	-	-	-	-	-			
Critical Hdwy	6.4	6.2	4.1	-	-	-	-	-			
Critical Hdwy Stg 1	5.4	-	-	-	-	-	-	-			
Critical Hdwy Stg 2	5.4	-	-	-	-	-	-	-			
Follow-up Hdwy	3.5	3.3	2.2	-	-	-	-	-			
Pot Cap-1 Maneuver	420	695	1112	-	0	0	-	-			
Stage 1	711	-	-	-	0	0	-	-			
Stage 2	740	-	-	-	0	0	-	-			
Platoon blocked, %				-				-	-		
Mov Cap-1 Maneuver	419	695	1112	-	-	-	-	-			
Mov Cap-2 Maneuver	419	-	-	-	-	-	-	-			
Stage 1	709	-	-	-	-	-	-	-			
Stage 2	740	-	-	-	-	-	-	-			
Approach	WB	NB		SB							
HCM Control Delay, s	11	0.1		0							
HCM LOS	B										
Minor Lane/Major Mvmt	NBL	NBTWBLn1	SBT	SBR							
Capacity (veh/h)	1112	-	695	-	-						
HCM Lane V/C Ratio	0.002	-	0.138	-	-						
HCM Control Delay (s)	8.2	0	11	-	-						
HCM Lane LOS	A	A	B	-	-						
HCM 95th %tile Q(veh)	0	-	0.5	-	-						

HCM 2010 AWSC
5: Eastbound Ramps

10/13/2022

Intersection	
Intersection Delay, s/veh	10.4
Intersection LOS	B

Movement	WBR	SBL	SBR	SEL
Lane Configurations				
Traffic Vol, veh/h	0	142	0	1
Future Vol, veh/h	0	142	0	1
Peak Hour Factor	0.84	0.84	0.84	0.84
Heavy Vehicles, %	0	3	0	0
Mvmt Flow	0	169	0	1
Number of Lanes	0	1	0	1

Approach	SB
Opposing Approach	
Opposing Lanes	0
Conflicting Approach Left	
Conflicting Lanes Left	0
Conflicting Approach Right	SE
Conflicting Lanes Right	1
HCM Control Delay	9.5
HCM LOS	A

Lane	SELn1	SBLn1
Vol Left, %	100%	100%
Vol Thru, %	0%	0%
Vol Right, %	0%	0%
Sign Control	Stop	Stop
Traffic Vol by Lane	277	142
LT Vol	277	142
Through Vol	0	0
RT Vol	0	0
Lane Flow Rate	330	169
Geometry Grp	1	1
Degree of Util (X)	0.416	0.232
Departure Headway (Hd)	4.537	4.945
Convergence, Y/N	Yes	Yes
Cap	795	727
Service Time	2.557	2.971
HCM Lane V/C Ratio	0.415	0.232
HCM Control Delay	10.8	9.5
HCM Lane LOS	B	A
HCM 95th-tile Q	2.1	0.9

HCM 2010 TWSC

1: Old Dairy Road & Glacier Highway

10/13/2022

Intersection						
Int Delay, s/veh	5.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	➔			➔	➔	➔
Traffic Vol, veh/h	113	77	183	69	29	141
Future Vol, veh/h	113	77	183	69	29	141
Conflicting Peds, #/hr	0	0	0	0	2	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	Yield
Storage Length	-	-	-	-	110	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	7	19	4	5	0	4
Mvmt Flow	124	85	201	76	32	155

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	209	0	647
Stage 1	-	-	-	-	167
Stage 2	-	-	-	-	480
Critical Hdwy	-	-	4.14	-	6.4
Critical Hdwy Stg 1	-	-	-	-	5.4
Critical Hdwy Stg 2	-	-	-	-	5.4
Follow-up Hdwy	-	-	2.236	-	3.5
Pot Cap-1 Maneuver	-	-	1350	-	439
Stage 1	-	-	-	-	867
Stage 2	-	-	-	-	627
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1350	-	370
Mov Cap-2 Maneuver	-	-	-	-	370
Stage 1	-	-	-	-	867
Stage 2	-	-	-	-	529

Approach	EB	WB	NB
HCM Control Delay, s	0	5.9	11
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	370	872	-	-	1350	-
HCM Lane V/C Ratio	0.086	0.178	-	-	0.149	-
HCM Control Delay (s)	15.6	10	-	-	8.1	0
HCM Lane LOS	C	B	-	-	A	A
HCM 95th %tile Q(veh)	0.3	0.6	-	-	0.5	-

HCM 2010 TWSC
2: Highway 7 & Old Dairy Road

10/13/2022

Intersection												
Int Delay, s/veh	4.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↰↰	↰	↰	↰↰	↰						↰
Traffic Vol, veh/h	255	804	18	223	1497	142	0	0	0	0	0	387
Future Vol, veh/h	255	804	18	223	1497	142	0	0	0	0	0	387
Conflicting Peds, #/hr	1	0	0	0	0	1	1	0	0	0	0	1
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	Yield	-	-	None	-	-	Free
Storage Length	520	-	390	380	-	325	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	-	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	0	2	1	5	2	0	7	0	3	0	0	0
Mvmt Flow	287	903	20	251	1682	160	0	0	0	0	0	435












Major/Minor	Major1			Major2			Minor2		
Conflicting Flow All	1683	0	0	923	0	0	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-
Critical Hdwy	4.1	-	-	4.2	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.2	-	-	2.25	-	-	-	-	-
Pot Cap-1 Maneuver	385	-	-	717	-	-	0	0	0
Stage 1	-	-	-	-	-	-	0	0	0
Stage 2	-	-	-	-	-	-	0	0	0
Platoon blocked, %	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	385	-	-	717	-	-	-	0	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	0	-
Stage 1	-	-	-	-	-	-	-	0	-
Stage 2	-	-	-	-	-	-	-	0	-

Approach	EB	WB	SB
HCM Control Delay, s	8.8	1.5	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	385	-	-	717	-	-	-
HCM Lane V/C Ratio	0.744	-	-	0.349	-	-	-
HCM Control Delay (s)	37.1	-	-	12.7	-	-	0
HCM Lane LOS	E	-	-	B	-	-	A
HCM 95th %tile Q(veh)	5.9	-	-	1.6	-	-	-

HCM Signalized Intersection Capacity Analysis
3: Egan Drive & Glacier Highway

10/13/2022

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	146	121	342	160	86	256
Future Volume (vph)	146	121	342	160	86	256
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.3		5.0	5.3	5.0	5.0
Lane Util. Factor	1.00		1.00	1.00	1.00	1.00
Frpb, ped/bikes	0.99		1.00	1.00	1.00	0.98
Flpb, ped/bikes	1.00		1.00	1.00	1.00	1.00
Frt	0.94		1.00	1.00	1.00	0.85
Flt Protected	1.00		0.95	1.00	0.95	1.00
Satd. Flow (prot)	1732		1735	1827	1787	1516
Flt Permitted	1.00		0.35	1.00	0.95	1.00
Satd. Flow (perm)	1732		633	1827	1787	1516
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	160	133	376	176	95	281
RTOR Reduction (vph)	38	0	0	0	0	241
Lane Group Flow (vph)	255	0	376	176	95	40
Confl. Peds. (#/hr)		1	1			1
Heavy Vehicles (%)	2%	2%	4%	4%	1%	4%
Turn Type	NA		pm+pt	NA	Prot	Perm
Protected Phases	6		5	2	3	
Permitted Phases			2			3
Actuated Green, G (s)	12.4		32.6	32.6	7.1	7.1
Effective Green, g (s)	12.4		32.6	32.6	7.1	7.1
Actuated g/C Ratio	0.25		0.65	0.65	0.14	0.14
Clearance Time (s)	5.3		5.0	5.3	5.0	5.0
Vehicle Extension (s)	3.0		3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	429		747	1191	253	215
v/s Ratio Prot	0.15		c0.15	0.10	c0.05	
v/s Ratio Perm			c0.17			0.03
v/c Ratio	0.60		0.50	0.15	0.38	0.19
Uniform Delay, d1	16.6		4.6	3.4	19.4	18.9
Progression Factor	1.00		1.00	1.00	1.00	1.00
Incremental Delay, d2	2.2		0.5	0.1	0.9	0.4
Delay (s)	18.8		5.2	3.4	20.4	19.3
Level of Service	B		A	A	C	B
Approach Delay (s)	18.8			4.6	19.6	
Approach LOS	B			A	B	
Intersection Summary						
HCM 2000 Control Delay		12.6		HCM 2000 Level of Service		B
HCM 2000 Volume to Capacity ratio		0.64				
Actuated Cycle Length (s)		50.0		Sum of lost time (s)		21.3
Intersection Capacity Utilization		52.7%		ICU Level of Service		A
Analysis Period (min)		15				

c Critical Lane Group

HCM 2010 TWSC

4: Westbound Ramps & Egan Drive

10/13/2022

Intersection										
Int Delay, s/veh	1.2									
Movement	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SER
Lane Configurations	W			T			T			
Traffic Vol, veh/h	1	0	1	259	0	0	119	340	0	0
Future Vol, veh/h	1	0	1	259	0	0	119	340	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	-	-	None	-	-	None	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	-	-	0	-	-	-
Grade, %	0	-	-	0	-	-	0	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	92	92
Heavy Vehicles, %	0	0	0	5	0	0	4	5	2	2
Mvmt Flow	1	0	1	294	0	0	135	386	0	0

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	624	294	521
Stage 1296	-	-	-
Stage 228	-	-	-
Critical Hdwy	6.4	6.2	4.1
Critical Hdwy Stg 1	5.4	-	-
Critical Hdwy Stg 2	5.4	-	-
Follow-up Hdwy	3.5	3.3	2.2
Pot Cap-1 Maneuver	452	750	1056
Stage 759	-	-	-
Stage 234	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	452	750	1056
Mov Cap-2 Maneuver	452	-	-
Stage 758	-	-	-
Stage 234	-	-	-



Approach	WB	NB	SB
HCM Control Delay, s	10.6	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBTWBLn1	SBT	SBR
Capacity (veh/h)	1056	-	744	-
HCM Lane V/C Ratio	0.001	-	0.136	-
HCM Control Delay (s)	8.4	0	10.6	-
HCM Lane LOS	A	A	B	-
HCM 95th %tile Q(veh)	0	-	0.5	-

HCM 2010 AWSC
5: Eastbound Ramps

10/13/2022

Intersection	
Intersection Delay, s/veh	9.9
Intersection LOS	A

Movement	WBR	SBL	SBR	SEL
Lane Configurations				
Traffic Vol, veh/h	0	121	0	0
Future Vol, veh/h	0	121	0	0
Peak Hour Factor	0.88	0.88	0.88	0.84
Heavy Vehicles, %	0	3	0	0
Mvmt Flow	0	138	0	0
Number of Lanes	0	1	0	1

Approach	SB
Opposing Approach	
Opposing Lanes	0
Conflicting Approach Left	
Conflicting Lanes Left	0
Conflicting Approach Right	SE
Conflicting Lanes Right	1
HCM Control Delay	9
HCM LOS	A

Lane	SELn1	SBLn1
Vol Left, %	100%	100%
Vol Thru, %	0%	0%
Vol Right, %	0%	0%
Sign Control	Stop	Stop
Traffic Vol by Lane	259	121
LT Vol	259	121
Through Vol	0	0
RT Vol	0	0
Lane Flow Rate	294	138
Geometry Grp	1	1
Degree of Util (X)	0.375	0.186
Departure Headway (Hd)	4.587	4.872
Convergence, Y/N	Yes	Yes
Cap	786	738
Service Time	2.603	2.89
HCM Lane V/C Ratio	0.374	0.187
HCM Control Delay	10.3	9
HCM Lane LOS	B	A
HCM 95th-tile Q	1.7	0.7





MEMORANDUM

HCM Analysis – No-Build

HCM 2010 TWSC

1: Old Dairy Road & Glacier Highway

10/13/2022

Intersection						
Int Delay, s/veh	6.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	35	15	95	20	15	135
Future Vol, veh/h	35	15	95	20	15	135
Conflicting Peds, #/hr	0	0	0	0	2	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	Yield
Storage Length	-	-	-	-	110	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	7	19	4	5	0	4
Mvmt Flow	42	18	113	24	18	161
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	60	0	303	51
Stage 1	-	-	-	-	51	-
Stage 2	-	-	-	-	252	-
Critical Hdwy	-	-	4.14	-	6.4	6.24
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.236	-	3.5	3.336
Pot Cap-1 Maneuver	-	-	1531	-	693	1011
Stage 1	-	-	-	-	977	-
Stage 2	-	-	-	-	795	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1531	-	640	1011
Mov Cap-2 Maneuver	-	-	-	-	640	-
Stage 1	-	-	-	-	977	-
Stage 2	-	-	-	-	734	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		6.2		9.4	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	640	1011	-	-	1531	-
HCM Lane V/C Ratio	0.028	0.159	-	-	0.074	-
HCM Control Delay (s)	10.8	9.2	-	-	7.5	0
HCM Lane LOS	B	A	-	-	A	A
HCM 95th %tile Q(veh)	0.1	0.6	-	-	0.2	-

HCM 2010 TWSC
2: Highway 7 & Old Dairy Road

10/13/2022

Intersection												
Int Delay, s/veh	4.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↰↰	↰	↰	↰↰	↰						↰
Traffic Vol, veh/h	175	1650	15	170	700	55	0	0	0	0	0	135
Future Vol, veh/h	175	1650	15	170	700	55	0	0	0	0	0	135
Conflicting Peds, #/hr	1	0	0	0	0	1	1	0	0	0	0	1
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	Yield	-	-	None	-	-	Free
Storage Length	520	-	390	380	-	325	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	-	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	0	2	1	5	2	0	7	0	3	0	0	0
Mvmt Flow	213	2012	18	207	854	67	0	0	0	0	0	165












Major/Minor	Major1			Major2			Minor2		
Conflicting Flow All	855	0	0	2030	0	0	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-
Critical Hdwy	4.1	-	-	4.2	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.2	-	-	2.25	-	-	-	-	-
Pot Cap-1 Maneuver	793	-	-	264	-	-	0	0	0
Stage 1	-	-	-	-	-	-	0	0	0
Stage 2	-	-	-	-	-	-	0	0	0
Platoon blocked, %	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	793	-	-	264	-	-	-	0	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	0	-
Stage 1	-	-	-	-	-	-	-	0	-
Stage 2	-	-	-	-	-	-	-	0	-

Approach	EB	WB	SB
HCM Control Delay, s	1.1	10.1	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	793	-	-	264	-	-	-
HCM Lane V/C Ratio	0.269	-	-	0.785	-	-	-
HCM Control Delay (s)	11.2	-	-	54.9	-	-	0
HCM Lane LOS	B	-	-	F	-	-	A
HCM 95th %tile Q(veh)	1.1	-	-	6	-	-	-

HCM Signalized Intersection Capacity Analysis 3: Egan Drive & Glacier Highway




10/13/2022

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	90	95	280	75	40	325
Future Volume (vph)	90	95	280	75	40	325
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.3		5.0	5.3	5.0	5.0
Lane Util. Factor	1.00		1.00	1.00	1.00	1.00
Frt	0.93		1.00	1.00	1.00	0.85
Flt Protected	1.00		0.95	1.00	0.95	1.00
Satd. Flow (prot)	1734		1736	1827	1787	1553
Flt Permitted	1.00		0.41	1.00	0.95	1.00
Satd. Flow (perm)	1734		744	1827	1787	1553
Peak-hour factor, PHF	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	110	116	341	91	49	396
RTOR Reduction (vph)	47	0	0	0	0	317
Lane Group Flow (vph)	179	0	341	91	49	79
Heavy Vehicles (%)	2%	2%	4%	4%	1%	4%
Turn Type	NA		pm+pt	NA	Prot	Perm
Protected Phases	6		5	2	3	
Permitted Phases			2			3
Actuated Green, G (s)	9.7		22.8	22.8	8.3	8.3
Effective Green, g (s)	9.7		22.8	22.8	8.3	8.3
Actuated g/C Ratio	0.23		0.55	0.55	0.20	0.20
Clearance Time (s)	5.3		5.0	5.3	5.0	5.0
Vehicle Extension (s)	3.0		3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	406		603	1006	358	311
v/s Ratio Prot	0.10		c0.11	0.05	0.03	
v/s Ratio Perm			c0.20			c0.05
v/c Ratio	0.44		0.57	0.09	0.14	0.26
Uniform Delay, d1	13.5		5.6	4.4	13.6	13.9
Progression Factor	1.00		1.00	1.00	1.00	1.00
Incremental Delay, d2	0.8		1.2	0.0	0.2	0.4
Delay (s)	14.3		6.9	4.4	13.8	14.4
Level of Service	B		A	A	B	B
Approach Delay (s)	14.3			6.3	14.3	
Approach LOS	B			A	B	
Intersection Summary						
HCM 2000 Control Delay			11.2	HCM 2000 Level of Service		B
HCM 2000 Volume to Capacity ratio			0.71			
Actuated Cycle Length (s)			41.4	Sum of lost time (s)		21.3
Intersection Capacity Utilization			44.6%	ICU Level of Service		A
Analysis Period (min)			15			
c Critical Lane Group						

HCM 2010 TWSC

4: Westbound Ramps & Egan Drive



10/13/2022

Intersection										
Int Delay, s/veh	1.3									
Movement	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SER
Lane Configurations										
Traffic Vol, veh/h	5	0	5	285	0	0	145	225	0	0
Future Vol, veh/h	5	0	5	285	0	0	145	225	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	-	-	None	-	-	None	-	None
Storage Length	-	0	-	-	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	-	-	0	-	-	-
Grade, %	0	-	-	0	-	-	0	-	0	-
Peak Hour Factor	78	78	78	78	78	78	78	78	92	92
Heavy Vehicles, %	0	0	0	5	0	0	4	5	2	2
Mvmt Flow	6	0	6	365	0	0	186	288	0	0
Major/Minor	Minor1		Major1		Major2					
Conflicting Flow All	707	365	474	0	-	-	-	0		
Stage 1	377	-	-	-	-	-	-	-		
Stage 2	330	-	-	-	-	-	-	-		
Critical Hdwy	6.4	6.2	4.1	-	-	-	-	-		
Critical Hdwy Stg 1	5.4	-	-	-	-	-	-	-		
Critical Hdwy Stg 2	5.4	-	-	-	-	-	-	-		
Follow-up Hdwy	3.5	3.3	2.2	-	-	-	-	-		
Pot Cap-1 Maneuver	405	685	1099	-	0	0	-	-		
Stage 1	698	-	-	-	0	0	-	-		
Stage 2	733	-	-	-	0	0	-	-		
Platoon blocked, %				-			-	-		
Mov Cap-1 Maneuver	402	685	1099	-	-	-	-	-		
Mov Cap-2 Maneuver	402	-	-	-	-	-	-	-		
Stage 1	693	-	-	-	-	-	-	-		
Stage 2	733	-	-	-	-	-	-	-		
Approach	WB		NB		SB					
HCM Control Delay, s	11.2		0.1		0					
HCM LOS	B									
Minor Lane/Major Mvmt	NBL		NBTWBLn1		SBT		SBR			
Capacity (veh/h)	1099		-		685		-		-	
HCM Lane V/C Ratio	0.006		-		0.15		-		-	
HCM Control Delay (s)	8.3		0		11.2		-		-	
HCM Lane LOS	A		A		B		-		-	
HCM 95th %tile Q(veh)	0		-		0.5		-		-	

HCM 2010 AWSC
5: Eastbound Ramps

10/13/2022

Intersection	
Intersection Delay, s/veh	10.6
Intersection LOS	B

Movement	WBR	SBL	SBR	SEL
Lane Configurations				
Traffic Vol, veh/h	0	150	0	5
Future Vol, veh/h	0	150	0	5
Peak Hour Factor	0.84	0.84	0.84	0.84
Heavy Vehicles, %	0	3	0	0
Mvmt Flow	0	179	0	6
Number of Lanes	0	1	0	1





Approach	SB
Opposing Approach	
Opposing Lanes	0
Conflicting Approach Left	
Conflicting Lanes Left	0
Conflicting Approach Right	SE
Conflicting Lanes Right	1
HCM Control Delay	9.7
HCM LOS	A

Lane	SELn1	SBLn1
Vol Left, %	100%	100%
Vol Thru, %	0%	0%
Vol Right, %	0%	0%
Sign Control	Stop	Stop
Traffic Vol by Lane	290	150
LT Vol	290	150
Through Vol	0	0
RT Vol	0	0
Lane Flow Rate	345	179
Geometry Grp	1	1
Degree of Util (X)	0.438	0.247
Departure Headway (Hd)	4.565	4.984
Convergence, Y/N	Yes	Yes
Cap	791	721
Service Time	2.586	3.014
HCM Lane V/C Ratio	0.436	0.248
HCM Control Delay	11.1	9.7
HCM Lane LOS	B	A
HCM 95th-tile Q	2.2	1

HCM 2010 TWSC








1: Old Dairy Road & Glacier Highway

10/13/2022

Intersection						
Int Delay, s/veh	5.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	120	80	190	75	30	145
Future Vol, veh/h	120	80	190	75	30	145
Conflicting Peds, #/hr	0	0	0	0	2	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	Yield
Storage Length	-	-	-	-	110	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	7	19	4	5	0	4
Mvmt Flow	132	88	209	82	33	159
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	220	0	678	176
Stage 1	-	-	-	-	176	-
Stage 2	-	-	-	-	502	-
Critical Hdwy	-	-	4.14	-	6.4	6.24
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.236	-	3.5	3.336
Pot Cap-1 Maneuver	-	-	1337	-	421	862
Stage 1	-	-	-	-	859	-
Stage 2	-	-	-	-	612	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1337	-	351	862
Mov Cap-2 Maneuver	-	-	-	-	351	-
Stage 1	-	-	-	-	859	-
Stage 2	-	-	-	-	510	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		5.9		11.2	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	351	862	-	-	1337	-
HCM Lane V/C Ratio	0.094	0.185	-	-	0.156	-
HCM Control Delay (s)	16.3	10.1	-	-	8.2	0
HCM Lane LOS	C	B	-	-	A	A
HCM 95th %tile Q(veh)	0.3	0.7	-	-	0.6	-

HCM 2010 TWSC
2: Highway 7 & Old Dairy Road

10/13/2022

Intersection												
Int Delay, s/veh	4.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	265	825	20	230	1535	150	0	0	0	0	0	400
Future Vol, veh/h	265	825	20	230	1535	150	0	0	0	0	0	400
Conflicting Peds, #/hr	1	0	0	0	0	1	1	0	0	0	0	1
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	Yield	-	-	None	-	-	Free
Storage Length	520	-	390	380	-	325	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	-	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	0	2	1	5	2	0	7	0	3	0	0	0
Mvmt Flow	298	927	22	258	1725	169	0	0	0	0	0	449












Major/Minor	Major1			Major2			Minor2		
Conflicting Flow All	1726	0	0	949	0	0	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-
Critical Hdwy	4.1	-	-	4.2	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.2	-	-	2.25	-	-	-	-	-
Pot Cap-1 Maneuver	371	-	-	701	-	-	0	0	0
Stage 1	-	-	-	-	-	-	0	0	0
Stage 2	-	-	-	-	-	-	0	0	0
Platoon blocked, %	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	371	-	-	701	-	-	-	0	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	0	-
Stage 1	-	-	-	-	-	-	-	0	-
Stage 2	-	-	-	-	-	-	-	0	-

Approach	EB	WB	SB
HCM Control Delay, s	10.6	1.6	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	371	-	-	701	-	-	-
HCM Lane V/C Ratio	0.803	-	-	0.369	-	-	-
HCM Control Delay (s)	44.3	-	-	13.1	-	-	0
HCM Lane LOS	E	-	-	B	-	-	A
HCM 95th %tile Q(veh)	6.9	-	-	1.7	-	-	-

HCM Signalized Intersection Capacity Analysis
3: Egan Drive & Glacier Highway

10/13/2022

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	150	125	355	165	90	265
Future Volume (vph)	150	125	355	165	90	265
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.3		5.0	5.3	5.0	5.0
Lane Util. Factor	1.00		1.00	1.00	1.00	1.00
Frpb, ped/bikes	0.99		1.00	1.00	1.00	0.98
Flpb, ped/bikes	1.00		1.00	1.00	1.00	1.00
Frt	0.94		1.00	1.00	1.00	0.85
Flt Protected	1.00		0.95	1.00	0.95	1.00
Satd. Flow (prot)	1732		1735	1827	1787	1517
Flt Permitted	1.00		0.36	1.00	0.95	1.00
Satd. Flow (perm)	1732		666	1827	1787	1517
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	165	137	390	181	99	291
RTOR Reduction (vph)	40	0	0	0	0	243
Lane Group Flow (vph)	262	0	390	181	99	48
Confl. Peds. (#/hr)		1	1			1
Heavy Vehicles (%)	2%	2%	4%	4%	1%	4%
Turn Type	NA		pm+pt	NA	Prot	Perm
Protected Phases	6		5	2	3	
Permitted Phases			2			3
Actuated Green, G (s)	11.4		25.4	25.4	7.0	7.0
Effective Green, g (s)	11.4		25.4	25.4	7.0	7.0
Actuated g/C Ratio	0.27		0.59	0.59	0.16	0.16
Clearance Time (s)	5.3		5.0	5.3	5.0	5.0
Vehicle Extension (s)	3.0		3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	462		621	1086	292	248
v/s Ratio Prot	0.15		c0.13	0.10	c0.06	
v/s Ratio Perm			c0.24			0.03
v/c Ratio	0.57		0.63	0.17	0.34	0.19
Uniform Delay, d1	13.5		5.2	3.9	15.8	15.4
Progression Factor	1.00		1.00	1.00	1.00	1.00
Incremental Delay, d2	1.6		2.0	0.1	0.7	0.4
Delay (s)	15.1		7.2	4.0	16.5	15.8
Level of Service	B		A	A	B	B
Approach Delay (s)	15.1			6.2	16.0	
Approach LOS	B			A	B	
Intersection Summary						
HCM 2000 Control Delay			11.3		HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio			0.81			
Actuated Cycle Length (s)			42.7		Sum of lost time (s)	21.3
Intersection Capacity Utilization			53.8%		ICU Level of Service	A
Analysis Period (min)			15			

c Critical Lane Group

HCM 2010 TWSC

4: Westbound Ramps & Egan Drive



10/13/2022

Intersection										
Int Delay, s/veh	1.4									
Movement	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SER
Lane Configurations	W			T			T			
Traffic Vol, veh/h	5	0	5	270	0	0	125	350	0	0
Future Vol, veh/h	5	0	5	270	0	0	125	350	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	-	-	None	-	-	None	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	-	-	0	-	-	-
Grade, %	0	-	-	0	-	-	0	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	92	92
Heavy Vehicles, %	0	0	0	5	0	0	4	5	2	2
Mvmt Flow	6	0	6	307	0	0	142	398	0	0
Major/Minor	Minor1		Major1		Major2					
Conflicting Flow All	660	307	540	0	-	-	-	0		
Stage 1	319	-	-	-	-	-	-	-		
Stage 2	341	-	-	-	-	-	-	-		
Critical Hdwy	6.4	6.2	4.1	-	-	-	-	-		
Critical Hdwy Stg 1	5.4	-	-	-	-	-	-	-		
Critical Hdwy Stg 2	5.4	-	-	-	-	-	-	-		
Follow-up Hdwy	3.5	3.3	2.2	-	-	-	-	-		
Pot Cap-1 Maneuver	431	738	1039	-	0	0	-	-		
Stage 1	741	-	-	-	0	0	-	-		
Stage 2	725	-	-	-	0	0	-	-		
Platoon blocked, %				-			-	-		
Mov Cap-1 Maneuver	428	738	1039	-	-	-	-	-		
Mov Cap-2 Maneuver	428	-	-	-	-	-	-	-		
Stage 1	736	-	-	-	-	-	-	-		
Stage 2	725	-	-	-	-	-	-	-		
Approach	WB		NB		SB					
HCM Control Delay, s	11		0.2				0			
HCM LOS	B									
Minor Lane/Major Mvmt	NBL		NBTWBLn1		SBT		SBR			
Capacity (veh/h)	1039	-	712	-	-	-				
HCM Lane V/C Ratio	0.005	-	0.16	-	-	-				
HCM Control Delay (s)	8.5	0	11	-	-	-				
HCM Lane LOS	A	A	B	-	-	-				
HCM 95th %tile Q(veh)	0	-	0.6	-	-	-				

HCM 2010 AWSC
5: Eastbound Ramps

10/13/2022

Intersection	
Intersection Delay, s/veh	10.1
Intersection LOS	B

Movement	WBR	SBL	SBR	SEL
Lane Configurations				
Traffic Vol, veh/h	0	125	0	0
Future Vol, veh/h	0	125	0	0
Peak Hour Factor	0.88	0.88	0.88	0.84
Heavy Vehicles, %	0	3	0	0
Mvmt Flow	0	142	0	0
Number of Lanes	0	1	0	1

Approach	SB
Opposing Approach	
Opposing Lanes	0
Conflicting Approach Left	
Conflicting Lanes Left	0
Conflicting Approach Right	SE
Conflicting Lanes Right	1
HCM Control Delay	9.1
HCM LOS	A

Lane	SELn1	SBLn1
Vol Left, %	100%	100%
Vol Thru, %	0%	0%
Vol Right, %	0%	0%
Sign Control	Stop	Stop
Traffic Vol by Lane	270	125
LT Vol	270	125
Through Vol	0	0
RT Vol	0	0
Lane Flow Rate	307	142
Geometry Grp	1	1
Degree of Util (X)	0.392	0.193
Departure Headway (Hd)	4.601	4.904
Convergence, Y/N	Yes	Yes
Cap	785	733
Service Time	2.617	2.923
HCM Lane V/C Ratio	0.391	0.194
HCM Control Delay	10.6	9.1
HCM Lane LOS	B	A
HCM 95th-tile Q	1.9	0.7




MEMORANDUM

HCM Analysis – Build

HCM 2010 TWSC

1: Old Dairy Road & Glacier Highway

10/13/2022

Intersection						
Int Delay, s/veh	6.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	39	15	132	32	15	152
Future Vol, veh/h	39	15	132	32	15	152
Conflicting Peds, #/hr	0	0	0	0	2	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	Yield
Storage Length	-	-	-	-	110	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	7	19	4	5	0	4
Mvmt Flow	46	18	157	38	18	181
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	64	0	409	55
Stage 1	-	-	-	-	55	-
Stage 2	-	-	-	-	354	-
Critical Hdwy	-	-	4.14	-	6.4	6.24
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.236	-	3.5	3.336
Pot Cap-1 Maneuver	-	-	1526	-	602	1006
Stage 1	-	-	-	-	973	-
Stage 2	-	-	-	-	715	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1526	-	538	1006
Mov Cap-2 Maneuver	-	-	-	-	538	-
Stage 1	-	-	-	-	973	-
Stage 2	-	-	-	-	638	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		6.1		9.6	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	538	1006	-	-	1526	-
HCM Lane V/C Ratio	0.033	0.18	-	-	0.103	-
HCM Control Delay (s)	11.9	9.4	-	-	7.6	0
HCM Lane LOS	B	A	-	-	A	A
HCM 95th %tile Q(veh)	0.1	0.7	-	-	0.3	-

HCM 2010 TWSC
2: Highway 7 & Old Dairy Road

10/13/2022

Intersection												
Int Delay, s/veh	4.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↰↰	↰	↰	↰↰	↰						↰
Traffic Vol, veh/h	184	1652	15	170	700	63	0	0	0	0	0	172
Future Vol, veh/h	184	1652	15	170	700	63	0	0	0	0	0	172
Conflicting Peds, #/hr	1	0	0	0	0	1	1	0	0	0	0	1
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	Yield	-	-	None	-	-	Free
Storage Length	520	-	390	380	-	325	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	-	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	0	2	1	5	2	0	7	0	3	0	0	0
Mvmt Flow	224	2015	18	207	854	77	0	0	0	0	0	210












Major/Minor	Major1			Major2			Minor2		
Conflicting Flow All	855	0	0	2033	0	0	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-
Critical Hdwy	4.1	-	-	4.2	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.2	-	-	2.25	-	-	-	-	-
Pot Cap-1 Maneuver	793	-	-	264	-	-	0	0	0
Stage 1	-	-	-	-	-	-	0	0	0
Stage 2	-	-	-	-	-	-	0	0	0
Platoon blocked, %	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	793	-	-	264	-	-	-	0	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	0	-
Stage 1	-	-	-	-	-	-	-	0	-
Stage 2	-	-	-	-	-	-	-	0	-

Approach	EB	WB	SB
HCM Control Delay, s	1.1	10	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	793	-	-	264	-	-	-
HCM Lane V/C Ratio	0.283	-	-	0.785	-	-	-
HCM Control Delay (s)	11.3	-	-	54.9	-	-	0
HCM Lane LOS	B	-	-	F	-	-	A
HCM 95th %tile Q(veh)	1.2	-	-	6	-	-	-

HCM Signalized Intersection Capacity Analysis
3: Egan Drive & Glacier Highway




10/13/2022

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	102	156	280	79	54	325
Future Volume (vph)	102	156	280	79	54	325
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.3		5.0	5.3	5.0	5.0
Lane Util. Factor	1.00		1.00	1.00	1.00	1.00
Frt	0.92		1.00	1.00	1.00	0.85
Flt Protected	1.00		0.95	1.00	0.95	1.00
Satd. Flow (prot)	1745		1805	1900	1805	1615
Flt Permitted	1.00		0.32	1.00	0.95	1.00
Satd. Flow (perm)	1745		608	1900	1805	1615
Peak-hour factor, PHF	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	124	190	341	96	66	396
RTOR Reduction (vph)	65	0	0	0	0	338
Lane Group Flow (vph)	249	0	341	96	66	58
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%
Turn Type	NA		pm+pt	NA	Prot	Perm
Protected Phases	6		5	2	3	
Permitted Phases			2			3
Actuated Green, G (s)	12.0		31.3	31.3	7.1	7.1
Effective Green, g (s)	12.0		31.3	31.3	7.1	7.1
Actuated g/C Ratio	0.25		0.64	0.64	0.15	0.15
Clearance Time (s)	5.3		5.0	5.3	5.0	5.0
Vehicle Extension (s)	3.0		3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	429		742	1221	263	235
v/s Ratio Prot	c0.14		c0.13	0.05	c0.04	
v/s Ratio Perm			0.16			0.04
v/c Ratio	0.58		0.46	0.08	0.25	0.25
Uniform Delay, d1	16.1		4.7	3.3	18.4	18.4
Progression Factor	1.00		1.00	1.00	1.00	1.00
Incremental Delay, d2	2.0		0.5	0.0	0.5	0.5
Delay (s)	18.1		5.1	3.3	18.9	19.0
Level of Service	B		A	A	B	B
Approach Delay (s)	18.1			4.7	19.0	
Approach LOS	B			A	B	
Intersection Summary						
HCM 2000 Control Delay			13.6		HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio			0.57			
Actuated Cycle Length (s)			48.7		Sum of lost time (s)	21.3
Intersection Capacity Utilization			49.0%		ICU Level of Service	A
Analysis Period (min)			15			
c Critical Lane Group						

HCM 2010 TWSC

4: Westbound Ramps & Egan Drive



10/13/2022

Intersection											
Int Delay, s/veh	1.4										
Movement	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SER	
Lane Configurations											
Traffic Vol, veh/h	5	0	5	287	0	0	206	225	0	0	
Future Vol, veh/h	5	0	5	287	0	0	206	225	0	0	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	
Sign Control	Stop	Stop	Free	Free	Free	Free	Free	Free	Stop	Stop	
RT Channelized	-	-	-	-	None	-	-	None	-	None	
Storage Length	-	0	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	0	-	-	0	-	-	0	-	-	-	
Grade, %	0	-	-	0	-	-	0	-	0	-	
Peak Hour Factor	78	78	78	78	78	78	78	78	92	92	
Heavy Vehicles, %	0	0	0	5	0	0	4	5	2	2	
Mvmt Flow	6	0	6	368	0	0	264	288	0	0	
Major/Minor	Minor1		Major1		Major2						
Conflicting Flow All	788	368	552	0	-	-	-	0			
Stage 1	380	-	-	-	-	-	-	-			
Stage 2	408	-	-	-	-	-	-	-			
Critical Hdwy	6.4	6.2	4.1	-	-	-	-	-			
Critical Hdwy Stg 1	5.4	-	-	-	-	-	-	-			
Critical Hdwy Stg 2	5.4	-	-	-	-	-	-	-			
Follow-up Hdwy	3.5	3.3	2.2	-	-	-	-	-			
Pot Cap-1 Maneuver	363	682	1028	-	0	0	-	-			
Stage 1	696	-	-	-	0	0	-	-			
Stage 2	676	-	-	-	0	0	-	-			
Platoon blocked, %				-			-	-			
Mov Cap-1 Maneuver	360	682	1028	-	-	-	-	-			
Mov Cap-2 Maneuver	360	-	-	-	-	-	-	-			
Stage 1	691	-	-	-	-	-	-	-			
Stage 2	676	-	-	-	-	-	-	-			
Approach	WB		NB		SB						
HCM Control Delay, s	11.4		0.1		0						
HCM LOS	B										
Minor Lane/Major Mvmt	NBL		NBTWBLn1		SBT	SBR					
Capacity (veh/h)	1028		-		682	-					
HCM Lane V/C Ratio	0.006		-		0.173	-					
HCM Control Delay (s)	8.5		0		11.4	-					
HCM Lane LOS	A		A		B	-					
HCM 95th %tile Q(veh)	0		-		0.6	-					

HCM 2010 AWSC
5: Eastbound Ramps

10/13/2022

Intersection	
Intersection Delay, s/veh	11.7
Intersection LOS	B

Movement	WBR	SBL	SBR	SEL
Lane Configurations				
Traffic Vol, veh/h	0	211	0	5
Future Vol, veh/h	0	211	0	5
Peak Hour Factor	0.84	0.84	0.84	0.84
Heavy Vehicles, %	0	3	0	0
Mvmt Flow	0	251	0	6
Number of Lanes	0	1	0	1




Approach	SB
Opposing Approach	
Opposing Lanes	0
Conflicting Approach Left	
Conflicting Lanes Left	0
Conflicting Approach Right	SE
Conflicting Lanes Right	1
HCM Control Delay	10.8
HCM LOS	B

Lane	SELn1	SBLn1
Vol Left, %	100%	100%
Vol Thru, %	0%	0%
Vol Right, %	0%	0%
Sign Control	Stop	Stop
Traffic Vol by Lane	292	211
LT Vol	292	211
Through Vol	0	0
RT Vol	0	0
Lane Flow Rate	348	251
Geometry Grp	1	1
Degree of Util (X)	0.472	0.352
Departure Headway (Hd)	4.891	5.041
Convergence, Y/N	Yes	Yes
Cap	737	713
Service Time	2.93	3.081
HCM Lane V/C Ratio	0.472	0.352
HCM Control Delay	12.3	10.8
HCM Lane LOS	B	B
HCM 95th-tile Q	2.5	1.6

HCM 2010 TWSC

6: Glacier Highway & Development





10/13/2022

Intersection						
Int Delay, s/veh	3.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	21	150	90	18	73	49
Future Vol, veh/h	21	150	90	18	73	49
Conflicting Peds, #/hr	5	0	0	5	5	5
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	25	176	106	21	86	58
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	132	0	-	0	353	127
Stage 1	-	-	-	-	122	-
Stage 2	-	-	-	-	231	-
Critical Hdwy	4.15	-	-	-	6.45	6.25
Critical Hdwy Stg 1	-	-	-	-	5.45	-
Critical Hdwy Stg 2	-	-	-	-	5.45	-
Follow-up Hdwy	2.245	-	-	-	3.545	3.345
Pot Cap-1 Maneuver	1435	-	-	-	639	915
Stage 1	-	-	-	-	896	-
Stage 2	-	-	-	-	800	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1428	-	-	-	620	906
Mov Cap-2 Maneuver	-	-	-	-	620	-
Stage 1	-	-	-	-	874	-
Stage 2	-	-	-	-	796	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.9	0		11.4		
HCM LOS	B					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1428	-	-	-	710	
HCM Lane V/C Ratio	0.017	-	-	-	0.202	
HCM Control Delay (s)	7.6	0	-	-	11.4	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.8	

HCM 2010 TWSC

1: Old Dairy Road & Glacier Highway

10/13/2022

Intersection						
Int Delay, s/veh	6.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	133	80	214	83	30	206
Future Vol, veh/h	133	80	214	83	30	206
Conflicting Peds, #/hr	0	0	0	0	2	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	Yield
Storage Length	-	-	-	-	110	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	7	19	4	5	0	4
Mvmt Flow	146	88	235	91	33	226
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	234	0	753	190
Stage 1	-	-	-	-	190	-
Stage 2	-	-	-	-	563	-
Critical Hdwy	-	-	4.14	-	6.4	6.24
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.236	-	3.5	3.336
Pot Cap-1 Maneuver	-	-	1322	-	380	847
Stage 1	-	-	-	-	847	-
Stage 2	-	-	-	-	574	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1322	-	308	847
Mov Cap-2 Maneuver	-	-	-	-	308	-
Stage 1	-	-	-	-	847	-
Stage 2	-	-	-	-	466	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		6		11.7	
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	308	847	-	-	1322	-
HCM Lane V/C Ratio	0.107	0.267	-	-	0.178	-
HCM Control Delay (s)	18.1	10.8	-	-	8.3	0
HCM Lane LOS	C	B	-	-	A	A
HCM 95th %tile Q(veh)	0.4	1.1	-	-	0.6	-

HCM 2010 TWSC
2: Highway 7 & Old Dairy Road

10/13/2022

Intersection												
Int Delay, s/veh	6.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↰↰	↰	↰	↰↰	↰						↰
Traffic Vol, veh/h	299	832	20	230	1535	177	0	0	0	0	0	424
Future Vol, veh/h	299	832	20	230	1535	177	0	0	0	0	0	424
Conflicting Peds, #/hr	1	0	0	0	0	1	1	0	0	0	0	1
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	Yield	-	-	None	-	-	Free
Storage Length	520	-	390	380	-	325	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	-	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	0	2	1	5	2	0	7	0	3	0	0	0
Mvmt Flow	336	935	22	258	1725	199	0	0	0	0	0	476












Major/Minor	Major1		Major2				Minor2		
Conflicting Flow All	1726	0	0	957	0	0	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-
Critical Hdwy	4.1	-	-	4.2	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	2.2	-	-	2.25	-	-	-	-	-
Pot Cap-1 Maneuver	371	-	-	696	-	-	0	0	0
Stage 1	-	-	-	-	-	-	0	0	0
Stage 2	-	-	-	-	-	-	0	0	0
Platoon blocked, %	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	371	-	-	696	-	-	-	0	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	0	-
Stage 1	-	-	-	-	-	-	-	0	-
Stage 2	-	-	-	-	-	-	-	0	-

Approach	EB		WB				SB		
HCM Control Delay, s	15.5		1.6				0		
HCM LOS							A		

Minor Lane/Major Mvmt	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	371	-	-	696	-	-	-
HCM Lane V/C Ratio	0.906	-	-	0.371	-	-	-
HCM Control Delay (s)	59.8	-	-	13.2	-	-	0
HCM Lane LOS	F	-	-	B	-	-	A
HCM 95th %tile Q(veh)	9.2	-	-	1.7	-	-	-

HCM Signalized Intersection Capacity Analysis
3: Egan Drive & Glacier Highway




10/13/2022

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	158	166	355	178	137	265
Future Volume (vph)	158	166	355	178	137	265
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.3		5.0	5.3	5.0	5.0
Lane Util. Factor	1.00		1.00	1.00	1.00	1.00
Frt	0.93		1.00	1.00	1.00	0.85
Flt Protected	1.00		0.95	1.00	0.95	1.00
Satd. Flow (prot)	1769		1805	1900	1805	1615
Flt Permitted	1.00		0.30	1.00	0.95	1.00
Satd. Flow (perm)	1769		568	1900	1805	1615
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	174	182	390	196	151	291
RTOR Reduction (vph)	46	0	0	0	0	249
Lane Group Flow (vph)	310	0	390	196	151	42
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%
Turn Type	NA		pm+pt	NA	Prot	Perm
Protected Phases	6		5	2	3	
Permitted Phases			2			3
Actuated Green, G (s)	13.5		31.5	31.5	7.0	7.0
Effective Green, g (s)	13.5		31.5	31.5	7.0	7.0
Actuated g/C Ratio	0.28		0.65	0.65	0.14	0.14
Clearance Time (s)	5.3		5.0	5.3	5.0	5.0
Vehicle Extension (s)	3.0		3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	489		696	1226	258	231
v/s Ratio Prot	0.18		c0.15	0.10	c0.08	
v/s Ratio Perm			c0.21			0.03
v/c Ratio	0.63		0.56	0.16	0.59	0.18
Uniform Delay, d1	15.5		5.1	3.4	19.5	18.4
Progression Factor	1.00		1.00	1.00	1.00	1.00
Incremental Delay, d2	2.7		1.0	0.1	3.4	0.4
Delay (s)	18.2		6.1	3.5	22.9	18.8
Level of Service	B		A	A	C	B
Approach Delay (s)	18.2			5.2	20.2	
Approach LOS	B			A	C	
Intersection Summary						
HCM 2000 Control Delay			13.3		HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio			0.76			
Actuated Cycle Length (s)			48.8		Sum of lost time (s)	21.3
Intersection Capacity Utilization			58.5%		ICU Level of Service	B
Analysis Period (min)			15			
c Critical Lane Group						

HCM 2010 TWSC

4: Westbound Ramps & Egan Drive



10/13/2022

Intersection										
Int Delay, s/veh	1.7									
Movement	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SER
Lane Configurations										
Traffic Vol, veh/h	5	0	5	277	0	0	166	350	0	0
Future Vol, veh/h	5	0	5	277	0	0	166	350	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	-	-	None	-	-	None	-	None
Storage Length	-	0	-	-	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	-	-	0	-	-	-
Grade, %	0	-	-	0	-	-	0	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	92	92
Heavy Vehicles, %	0	0	0	5	0	0	4	5	2	2
Mvmt Flow	6	0	6	315	0	0	189	398	0	0
Major/Minor	Minor1		Major1		Major2					
Conflicting Flow All	715	315	587	0	-	-	-	-	0	
Stage 1	327	-	-	-	-	-	-	-	-	
Stage 2	388	-	-	-	-	-	-	-	-	
Critical Hdwy	6.4	6.2	4.1	-	-	-	-	-	-	
Critical Hdwy Stg 1	5.4	-	-	-	-	-	-	-	-	
Critical Hdwy Stg 2	5.4	-	-	-	-	-	-	-	-	
Follow-up Hdwy	3.5	3.3	2.2	-	-	-	-	-	-	
Pot Cap-1 Maneuver	400	730	998	-	0	0	-	-	-	
Stage 1	735	-	-	-	0	0	-	-	-	
Stage 2	690	-	-	-	0	0	-	-	-	
Platoon blocked, %				-			-	-	-	
Mov Cap-1 Maneuver	397	730	998	-	-	-	-	-	-	
Mov Cap-2 Maneuver	397	-	-	-	-	-	-	-	-	
Stage 1	730	-	-	-	-	-	-	-	-	
Stage 2	690	-	-	-	-	-	-	-	-	
Approach	WB		NB		SB					
HCM Control Delay, s	11.2		0.2				0			
HCM LOS	B									
Minor Lane/Major Mvmt	NBL		NBTWBLn1		SBT SBR					
Capacity (veh/h)	998	-	730	-	-	-	-	-	-	-
HCM Lane V/C Ratio	0.006	-	0.21	-	-	-	-	-	-	-
HCM Control Delay (s)	8.6	0	11.2	-	-	-	-	-	-	-
HCM Lane LOS	A	A	B	-	-	-	-	-	-	-
HCM 95th %tile Q(veh)	0	-	0.8	-	-	-	-	-	-	-

HCM 2010 AWSC
5: Eastbound Ramps

10/13/2022

Intersection	
Intersection Delay, s/veh	10.5
Intersection LOS	B

Movement	WBR	SBL	SBR	SEL
Lane Configurations				
Traffic Vol, veh/h	0	166	0	0
Future Vol, veh/h	0	166	0	0
Peak Hour Factor	0.88	0.88	0.88	0.88
Heavy Vehicles, %	0	3	0	8
Mvmt Flow	0	189	0	0
Number of Lanes	0	1	0	1





Approach	SB
Opposing Approach	
Opposing Lanes	0
Conflicting Approach Left	
Conflicting Lanes Left	0
Conflicting Approach Right	SE
Conflicting Lanes Right	1
HCM Control Delay	9.7
HCM LOS	A

Lane	SELn1	SBLn1
Vol Left, %	100%	100%
Vol Thru, %	0%	0%
Vol Right, %	0%	0%
Sign Control	Stop	Stop
Traffic Vol by Lane	277	166
LT Vol	277	166
Through Vol	0	0
RT Vol	0	0
Lane Flow Rate	315	189
Geometry Grp	1	1
Degree of Util (X)	0.413	0.259
Departure Headway (Hd)	4.721	4.937
Convergence, Y/N	Yes	Yes
Cap	762	728
Service Time	2.747	2.965
HCM Lane V/C Ratio	0.413	0.26
HCM Control Delay	11	9.7
HCM Lane LOS	B	A
HCM 95th-tile Q	2	1

HCM 2010 TWSC

6: Glacier Highway & Development

10/13/2022

Intersection						
Int Delay, s/veh	2.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	74	250	240	60	49	32
Future Vol, veh/h	74	250	240	60	49	32
Conflicting Peds, #/hr	5	0	0	5	5	5
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	81	275	264	66	54	35
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	335	0	-	0	744	307
Stage 1	-	-	-	-	302	-
Stage 2	-	-	-	-	442	-
Critical Hdwy	4.15	-	-	-	6.45	6.25
Critical Hdwy Stg 1	-	-	-	-	5.45	-
Critical Hdwy Stg 2	-	-	-	-	5.45	-
Follow-up Hdwy	2.245	-	-	-	3.545	3.345
Pot Cap-1 Maneuver	1208	-	-	-	378	726
Stage 1	-	-	-	-	743	-
Stage 2	-	-	-	-	641	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1202	-	-	-	344	719
Mov Cap-2 Maneuver	-	-	-	-	344	-
Stage 1	-	-	-	-	680	-
Stage 2	-	-	-	-	638	-
Approach	EB	WB		SB		
HCM Control Delay, s	1.9	0		15.5		
HCM LOS				C		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1202	-	-	-	433	
HCM Lane V/C Ratio	0.068	-	-	-	0.206	
HCM Control Delay (s)	8.2	0	-	-	15.5	
HCM Lane LOS	A	A	-	-	C	
HCM 95th %tile Q(veh)	0.2	-	-	-	0.8	

Irene Gallion

From: John Bohan
Sent: Wednesday, November 23, 2022 8:27 AM
To: Irene Gallion; General Engineering
Subject: RE: ARP22-01: Traffic Impact Analysis

I do not see anything here that would trigger a concern or required improvements for the Developer from CBJ's perspective. The Yandukin intersection is already identified by DOT as a challenging intersection (they want to build an overpass) and they are planning improvements someday. Everything but the Yandukin merge lanes stay well within the peak hour levels of service allowances at future projections. A private developer shouldn't be required to fix the HWY 7 & Old Dairy Road (Fred Meyer) intersection, when it already performs as a failed intersection at peak hours (LOS E).

If you see something different than I do, have at it!

Thanks

Thanks
John Bohan, PE
CBJ Chief CIP Engineer
155 S. Seward St
Juneau AK 99801
(907)586-0800 x-4188

From: Irene Gallion <Irene.Gallion@juneau.org>
Sent: Monday, November 21, 2022 3:15 PM
To: General Engineering <General_Engineering@juneau.org>; 'Schuler, Michael K (DOT)' <michael.schuler@alaska.gov>
Subject: RE: ARP22-01: Traffic Impact Analysis

Hi all,

Wondering if you have any feedback on this, or if you need more time? Our Planning Commission meeting for this one will be on December 13, 2022.

Thanks!

IMG

From: Irene Gallion
Sent: Friday, November 4, 2022 2:08 PM
To: General Engineering <General_Engineering@juneau.org>; 'Schuler, Michael K (DOT)' <michael.schuler@alaska.gov>
Subject: ARP22-01: Traffic Impact Analysis

Hello all,

Attached is the Traffic Impact Analysis for a proposed development at 7500 Glacier Highway. A summary of the project can be found here: <https://juneau.org/community-development/short-term-projects> Please click the plus sign next to ARP2022 0001.

Please advise if you have comments or concerns about this TIA by November 21, 2022 at 8:00 am. If you need more time for review let me know and we can work something out.

Thanks!

Irene Gallion | Senior Planner

[Community Development Department](#) | City & Borough of Juneau, AK

Location: 230 S. Franklin Street | 4th Floor Marine View Building

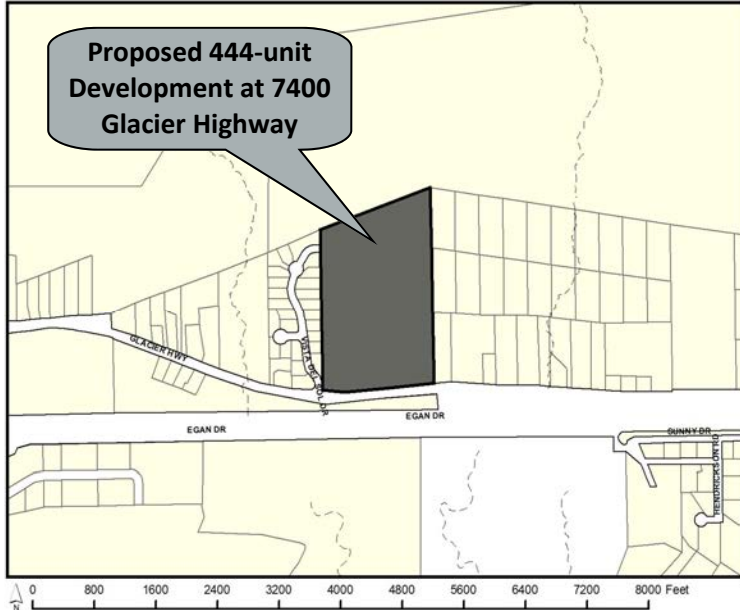
Office: 907.586.0753 X2



Fostering excellence in development for this generation and the next.

Invitation to Comment

On a proposal to be heard by the CBJ Planning Commission
Your Community, Your Voice



155 S. Seward Street Juneau, Alaska 99801

TO:

An application has been submitted for consideration and public hearing by the Planning Commission for an Alternative Residential Subdivision:

- SMP2022 0001: Preliminary Plat Approval for a subdivision of one 19.71 acre lot into three parent lots: 7.5 acres, 6.8 acres, and 4 acres. Subdivision includes dedication of right-of-way.
- ARF2022 0001: Final Plan for Phase 1, to develop 96 dwelling units on approximately three acres at 7400 Glacier Highway in a D18 Zone. Final project: 444 units on 19.71 acres.

PROJECT INFORMATION:

Project Information can be found at:

<https://juneau.org/community-development/short-term-projects>

PLANNING COMMISSION DOCUMENTS:

Staff Report expected to be posted **Monday, December 5, 2022** at

<https://juneau.org/community-development/planning-commission>

Find hearing results, meeting minutes, and more here, as well.

Now — noon, December 9, 2022

Comments received during this period will be sent to Commissioners to read in preparation for the hearing.

HEARING DATE & TIME: 7:00 pm, December 13, 2022

This meeting will be held in person and by remote participation. For remote participation: join the Webinar by visiting <https://juneau.zoom.us/j/85488605721> and use the Webinar ID: 854 8860 5721 OR join by telephone, calling: 1-205-215-0468 and enter the Webinar ID (above).

You may also participate in person in City Hall Assembly Chambers, 155 S. Seward Street, Juneau, Alaska.

December 14

The results of the hearing will be posted online.

FOR DETAILS OR QUESTIONS,

Phone: (907)586-0753 ARF2022 0001, call ext. 4130

SMP2022 0001, call ext. 4132

Email: pc_comments@juneau.org

Mail: Community Development, 155 S. Seward Street, Juneau AK 99801

Printed November 29, 2022

Case No.: SMP2022 0001/ARF2022 0001

Parcel No.: 5B1401010010

CBJ Parcel Viewer: <http://epv.juneau.org>

Irene Gallion

From: Garrett Johnson <garrett@pci1980.com>
Sent: Tuesday, November 29, 2022 10:10 AM
To: Irene Gallion; David Peterson
Subject: Re: SMP22-01/ARF22-01: Public Notice Sign
Attachments: 69143989606__A9D50EBA-30B4-49DF-A571-A71C88B47182.jpeg; 69143991432__4048044D-7D24-468A-8EAD-51E3B406B6F7.jpeg

EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS

See the attached. Thanks,

Garrett Johnson

801.712.2631



From: Irene Gallion <Irene.Gallion@juneau.org>
Date: Tuesday, November 29, 2022 at 10:16 AM
To: Garrett Johnson <garrett@pci1980.com>
Cc: David Peterson <David.Peterson@juneau.org>, Ryan Johnson <Ryan@pci1980.com>, 'Toby@homeshorellc.com' <Toby@homeshorellc.com>
Subject: RE: SMP22-01/ARF22-01: Public Notice Sign

Please send photos to me and Dave, thanks!

From: Garrett Johnson <garrett@pci1980.com>
Sent: Tuesday, November 29, 2022 8:06 AM
To: Irene Gallion <Irene.Gallion@juneau.org>
Cc: David Peterson <David.Peterson@juneau.org>; Ryan Johnson <Ryan@pci1980.com>; 'Toby@homeshorellc.com' <Toby@homeshorellc.com>
Subject: Re: SMP22-01/ARF22-01: Public Notice Sign

EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS

Riley should be getting the sign from you guys today and will have it installed. I'll ask him to send me a picture of it once it is installed. Would you like me to send that to you as well?

Garrett Johnson

801.712.2631



From: Irene Gallion <Irene.Gallion@juneau.org>
Date: Monday, November 28, 2022 at 1:57 PM
To: Garrett Johnson <Garrett@pci1980.com>
Cc: David Peterson <David.Peterson@juneau.org>, Ryan Johnson <Ryan@pci1980.com>,



Attachment 7 - Public Notice sign



Attachment 7 - Public Notice sign