ADA COUNTY HIGHWAY DISTRICT
PARTNERING AGENCY
COST SHARE APPLICATION

Important Notes:

- *Please refer to the Ada County Highway District Cost Share Ordinance No. 215, a copy of which is attached to this Cost Share Application. Capitalized terms that are not defined in this Cost Share Application have the meanings given to them in the Cost Share Ordinance.*
- *Applicants may submit attachments with this application with answers to questions requiring more space than is provided below.*
- *No application shall be deemed to have been approved unless and until ACHD issues a Cost Share Permit.*
- *Pursuant to the terms of the Cost Share Ordinance, ACHD will not approve any Cost Share Application that does not comply with the Cost Share Ordinance. Additional reasons for denial include, but are in no way limited to, considerations of economics, the impact on project costs, availability of ACHD staff and resources, anticipated project schedules, availability of land acquisitions, noncompliance with any issued Cost Share Permits or other permits or applicable law and the authority of ACHD and/or the Partnering Agency, or other feasibility issues. Applications that are not submitted timely in relation to ACHD's project schedule may be rejected.*

1. Applicant Name. Name of Partnering Agency

City of Meridian

2. Partnering Agency Contact. Name of individual at the Partnering Agency to whom all correspondence and notifications with regard to this Cost Share Application should be directed

Miranda Carson
mcarson@meridiancity.org
208-489-0319

3. Date. Date of Application

7/20/2021

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4. Prior Applications. If this Cost Share Application relates to the same ACHD Road Project that is the subject of a prior Cost Share Application(s), please indicate the date(s) of the prior applications and attach them with this Application.

N/A

5. Notice of Interest. If the Partnering Agency has previously provided ACHD with notice of its interest to include Non-Transportation Components in the ACHD Road Project, please summarize the contents of that notice (including date(s)) and any relevant discussions and correspondence with ACHD.

The City of Meridian would like detached sidewalks along arterials, when possible. Interim landscape improvements for any County developments is needed within the buffers between the proposed curb and detached sidewalk.

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6. ACHD Road Project. Identify the ACHD Road Project to which this Cost Share Application applies.

Eagle Road, Lake Hazel to Amity

7. Proposed Non-Transportation Components. Describe the Non-Transportation Component(s) the Partnering Agency proposes by this Application to include in the ACHD Road Project. Include as much detail as is currently available regarding the design, location, and other information about the Non-Transportation Component(s). If any design or concept plans or drawings are available, attach them to this Application.

Consideration should be made for the Ten Mile Pathway connection and crossing. This pathway approaches Eagle from the west, and it crosses to the east side of Eagle on the north side of Taconic to proceed east/south.

Within areas of detached sidewalk between back of curb and front of sidewalk, the City requests landscape rock be installed as interim improvements along County parcels. Within center medians, the City requests landscaping. All other areas with existing landscape buffers and in the City should be restored (turf).

It is anticipated that the City will ensure that permanent landscaping materials be installed when undeveloped properties develop or when properties redevelop in the City.

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It is anticipated that the City will ensure that permanent landscaping materials be installed when undeveloped properties develop or when properties redevelop in the City.

2} conduit for the length of the project in the same trench as lighting and interconnect. Junction boxes every 600-feet for the conduit.

Two 4-inch sleeves from water/electrical service locations to the roundabout island at Taconic. These will be for landscaping. A meter will also be necessary, to be coordinated with water/sewer comments.

8. Authority. Summarize the authority and jurisdiction of the Partnering Agency, under applicable state, federal, and/or local law, over the Non-Transportation Components.

The City of Meridian has police powers and land use authority. The City may exercise some authority for landscaping as well. Section 40-1415 (7), Idaho Code.

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9. Design. Identify the party (ACHD or the Partnering Agency, or both) that will be responsible for the design of the proposed Non-Transportation Components. If both parties are responsible for part of the designs, please indicate, in detail, their respective responsibilities.

ACHD to provide standards specs and details for installation of conduit/sleeves.

Any landscape design will be done by the City and provided to ACHD. No costly design is anticipated.

a. If ACHD is responsible for the design of all or a part of the proposed Non-Transportation Components, provide information as to how and when the Partnering Agency will reimburse ACHD for those costs. (Costs shall be detailed in Item 10 below.)

The City would work with ACHD on the appropriate/desired timing.

b. If the Partnering Agency is responsible for all or a part of the design of the proposed Non-Transportation Components, provide a deadline by which the Partnering Agency will submit the design to ACHD for approval: _____ ___, 20__. Also, by submitting this Application, the Partnering Agency certifies the following:

i. All designs submitted by the Partnering Agency will comply with (i) established engineering standards, including the American Association of State Highway and Transportation Officials ("AASHTO") guidelines, (ii) the Cost-Share Ordinance, (iii) all adopted ACHD rules, regulations, and policies, and (iv) all state and federal laws.

ii. No designs shall be considered final until they are approved, in writing, by ACHD.

10. Design Costs. Pursuant to the Cost-Share Ordinance and applicable law, all Road Project design costs associated with the Non-Transportation Components are the responsibility of the Partnering Agency. In addition, any redesign costs of Transportation Components of a Road Project that are necessitated by the incorporation of Non-Transportation Components in the Road Project shall be paid by the Partnering Agency. In accordance with the foregoing, describe the applicable design costs and (if applicable) any redesign costs for which the Partnering Agency will be responsible. Include any credits applicable to the calculation. Also, if any federal funds are available for any Non-Transportation Components, please specify those funds and how they are to be allocated:

Design costs should be negligible, but the City of Meridian is willing to reimburse ACHD for costs associated with this request.

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11. Construction. Identify the party (ACHD or the Partnering Agency, or both) will be responsible for the construction of the proposed Non-Transportation Components. If both parties are responsible for part of the construction, please indicate, in detail, their respective responsibilities.

ACHD will be responsible for construction, with reimbursement from the City for design, materials, and maintenance costs for the non-transportation components requested.

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a. If ACHD is responsible for all or a part of the construction of the proposed Non-Transportation Components, provide information as to how and when the Partnering Agency will reimburse ACHD for those costs. (Costs shall be detailed in Item 12 below.)

The City would work with ACHD on the appropriate/desired timing.

b. By submitting this Application, the Partnering Agency certifies that the Partnering Agency will not allow any liens to attach to any right-of-way, improvements, or other property of ACHD as a result of any labor performed or materials supplied in connection with the construction of the Non-Transportation Components.

By submitting this Application, the Partnering Agency certifies the following:

i. The Partnering Agency shall be responsible for obtaining all permits required by ACHD in connection with any construction of the Non-Transportation Components.

ii. The Partnering Agency will not allow any liens to attach to any right-of-way, improvements, or other property of ACHD as a result of any labor performed or materials supplied in connection with the construction of the Non-Transportation Components.

12. Construction Costs. Pursuant to the Cost-Share Ordinance and applicable law, all Road Project construction costs associated with the Non-Transportation Components are the responsibility of the Partnering Agency. In addition, any reconstruction costs of Transportation Components of a Road Project that are necessitated by the incorporation of Non-Transportation Components in the Road Project must be paid by the Partnering Agency. In accordance with the foregoing, describe the applicable construction costs and (if applicable) any reconstruction costs for which the Partnering Agency will be responsible , documenting any credits applicable to the calculation: :

The City of Meridian would reimburse ACHD for the construction costs of sleeves, conduit, and junction boxes. Landscape construction costs should be limited to landscape rock only. The City no longer uses weed fabric or other materials under the rock. All other associated landscape elements would already be constructed with the project.

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13. Maintenance. Pursuant to the Cost-Share Ordinance and applicable law, by submitting this application, the Partnering Agency hereby certifies that it will be solely responsible for perpetually replacing, maintaining, and caring for the Non-Transportation Components pursuant to the terms of the Cost Share Permit. The Partnering Agency also certifies that if the Partnering Agency fails to replace, maintain, and care for the Non-Transportation Components, ACHD shall have the following remedies in addition to any other recovery in law or in equity, provided that ACHD first gives the Partnering Agency thirty (30) days notice and the Partnering Agency fails to remedy such failure: (i) ACHD may revoke the Partnering Agency's Cost Share Permit for the Non-Transportation Components; (ii) ACHD may replace, maintain, and/or care for the Non-Transportation Components and the Partnering Agency shall reimburse ACHD fully for all associated costs; (iii) ACHD may remove, alter, redesign, or in the case of landscaping, Hardscape over the Non-Transportation Components, and the Partnering Agency shall reimburse ACHD fully for all associated costs, and (iv) ACHD may refuse to issue any further Cost Share Permits or any other permits for future ACHD Road Projects until the Partnering Agency complies with the conditions of the Cost Share Permit. In addition, in the event of an emergency caused by the Partnering Agency's failure to perform required maintenance, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency, and the Partnering Agency shall reimburse ACHD fully for all associated costs.

14. Acquisition of Real Property. Specify any real property that must be acquired to accommodate the inclusion of the Non-Transportation Components into the Road Project, and indicate how and when the Partnering Agency will acquire, pay for, or dedicate such real property. If the Partnering Agency is responsible for obtaining the real property, also indicate whether the real property will be deeded and/or dedicated to ACHD in connection with the Road Project. Please attach all relevant legal descriptions to this application, if available, or, if not available, a complete description and/or depiction of the real property.

No property acquisition anticipated to accommodate City requests.

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15. Relocation of Utilities. Pursuant to the Cost-Share Ordinance and applicable law, by submitting this Application, the Partnering Agency hereby certifies that it will be solely responsible for the relocation, or the cost of the relocation, of any utilities required in connection with the placement, incorporation, or construction of the Non-Transportation Components. Describe the utilities that will or may need to be relocated in connection with the Road Project, Also, identify which party (ACHD or the Partnering Agency) will be responsible to relocate the utilities: (Please note that ACHD may require, as a condition of issuing any Cost-Share Permit, that the Partnering Agency shall be responsible for the relocation of any utilities.)

Any utility relocations will be handled through inter-agency agreements if necessary.

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16. Effect on Stormwater Quality. Pursuant to the Cost-Share Ordinance and applicable law, by submitting this Application, the Partnering Agency hereby certifies that upon a determination by ACHD that the incorporation into the Road Project of the Partnering Agency's Non-Transportation Component(s) will have an adverse affect on stormwater quantity or quality, Partnering Agency shall be solely responsible for either mitigating or funding the mitigation of any such adverse effected in a means determined by or acceptable to ACHD.

17. Additional Certifications by Partnering Agency. By submitting this Cost Share Application, and upon its approval by ACHD, the Partnering Agency hereby certifies and agrees as follows:

    a. Indemnification. The Partnering Agency will protect, defend, indemnify, and hold ACHD and its officers, directors, employees, members, and agents harmless from and against any and all liability, suits, losses, damages, claims, actions, costs, and expenses of any nature, including court costs and attorney fees, arising from or out of any acts or omissions of the Partnering Agency, its agents, or contractors related to or in connection with the Non-Transportation Components, the representations and certifications set forth in this Cost Share Application, the terms of any issued and accepted Cost Share Permit, and the exercise of any privileges or performance of any obligations by the Partnering Agency upon the grant of approval of this application by ACHD.

    b. Costs/Expenses. In the event of a Partnering Agency's failure to comply with the terms and certifications made in this Cost Share Application or any issued and accepted Cost Share Permit, the Partnering Agency shall be solely responsible for all costs, damages, expenses, including, without limitation, all attorney fees, incurred by ACHD.

    c. Compliance with Law. In the event that any part of the obligations of the Partnering Agency or of ACHD in connection with the Road Project are determined to be illegal or unenforceable by a court of competent jurisdiction, the remaining obligations of the Partnering Agency set forth in this Cost Share Application shall still be applicable.

    d. Adherence to Project Schedule. ACHD will, pursuant to the terms of any issued Cost Share Permit, provide a schedule for completion of the Non-Transportation Components. To the extent that the Partnering Agency is responsible for all or any part of the construction of the Non-Transportation Components, the Partnering Agency agrees to comply with the schedule set forth in the Cost Share Permit.

    e. Revocation of Rights by ACHD. ACHD shall at all times have the right to (i) maintain, relocate, reconstruct, remove, or redesign any and all improvements that are part of the Road Project, in which case the Partnering Agency shall reimburse ACHD fully for all associated costs; (ii) revoke any Cost Share Permit granted to the Partnering Agency to access any Highway or Public Right-of-Way; and (iii) immediately perform any and all emergency repairs or take other measures in connection with an emergency, in which case, the Partnering Agency shall reimburse ACHD fully for all associated costs. ACHD shall use best efforts to provide the Partnering Agency with advance notice before taking any of these steps.

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Signature/Certification of Applicant

The person signing below represents that he or she has the authority on behalf of the Partnering Agency to submit this Application and bind the Partnering Agency to the representations and certifications set forth herein.

_____

Name: _____

Position: _____

Date: 7/20/2021

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