



MEMO TO CITY COUNCIL

Agenda Topic on the City Council Agenda

From: Miranda Carson & Caleb Hood, Community Development

Date: July 25, 2023

Presenter: Miranda Carson & Caleb Hood, Community Development **Estimated Time:** 20 minutes

Topic: Linder, Franklin to Overland & Black Cat/McMillan Cost Shares for Landscaping & Aesthetics

Per standard coordination with ACHD, the City and ACHD will enter into cost share agreements for certain non-transportation components to be included in the design of the Linder Road, Franklin to Overland and I-84 Overpass and Black Cat/McMillan projects. Requests for these two projects include the typical elements where applicable such as conduit and junction boxes, continuous lighting, and some buffer landscaping (interim along County parcels and permanent where landscaping already exists and in City limits).

In addition to the standard requests, staff would like to get direction from Council on the inclusion of landscaping and aesthetic elements. Previously (2021), Council expressed an interest in hearing opportunities for landscaping at entryway corridors or where implementation is achievable on longer corridors. Each of these projects is applicable to the latter. Below outlines the landscaping opportunities that Staff recommends Council's consideration, as well as other aesthetic opportunities.

Linder Road, Franklin to Overland and I-84 Overpass:

The scope of this project includes an overpass spanning Interstate 84; widening Linder Road to five lanes with intermittent center medians between Franklin Road and Interstate 84; and realignment of the west section of Verbena at Linder. Scope also includes multi-use pathways, enhanced pedestrian crossing at Waltman and Greenhead, and replacing bridges over the Tenmile Creek and Kennedy Lateral. More information (including project drawings) can be found at this link <https://engage.achdidaho.org/linder-road-overpass-franklin-road-to-overland-road>.

The Aesthetic Subcommittee of the Linder Road Taskforce has discussed multiple elements of this project, and they have recommended staff explore these opportunities further with Council. The intent of this memo is to request Council direction on:

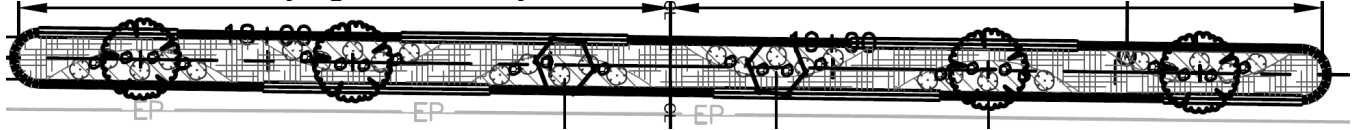
1. Including landscaping within the buffer strips between the multi-use pathway and curb;
2. Including landscaping within the center medians
3. Custom concrete stamping options on the overpass walls and barriers

Center Medians and Buffer Strips:

Based on the current design, the 4' buffer strips total 25,405 sqft and the center medians total 6,293 sqft.

Landscape options in narrow buffer strips are still being determined through a Landscape Matrix planning effort. At this time Planning and Parks staff believe there will be some menu of options for these strips when the Linder project reaches construction. For example, a design concept may include stamped concrete for a ways, then plants and boulders, then more stamped concrete, and more plants and boulders to create a low maintenance pattern that softens the wide road section.

Landscape options in the center medians may look similar to the recent Ustick project with meandering stamped concrete and semi-circular vegetation planters. Low maintenance, intermittent landscaping such as this provides vertical relief and aesthetic value.



Staff estimate about half of the total square footage of the buffer strips and center medians will be landscaped and half will be stamped concrete. Stamped concrete is ACHD's standard and as such the cost of that will not be the City's share. ACHD will also provide the City a per square foot credit on the cost share for any portion we choose to landscape.

Custom Concrete Stamping on Overpass:

The Linder Road Overpass will include a mechanically stabilized earth (MSE) wall on the Northern end of the bridge and a 2' concrete barrier separating the vehicle travel lanes from the multi-use pathway (MUP). The ACHD standard without any custom concrete stamping will include a stacked rock form liner stamping pattern on the MSE wall and the MUP barrier will likely be a smooth concrete on both sides.

There are multiple options for custom stamping the MSE and MUP barrier that can be combined in various ways. These variations range from \$15,100 (doing custom stamping only on the interior MUP barrier wall) to \$84,000 (doing custom with some colored concrete throughout the MSE and MUP barrier walls). A cost memo from the consultant is included for your review of the various options.

The Task Force and staff agree that a project of this magnitude warrants aesthetic enhancements.

Black Cat and McMillan Roundabout:

The proposed design includes constructing a multi-lane roundabout with truck apron and multi-use pathways with crosswalks on each leg and rectangular rapid flashing beacons (RRFBs) at each pedestrian crossing. More information (including project drawings) can be found at this link <https://engage.achdidaho.org/mcmillan-and-black-cat-intersection>.

Staff previously submitted a cost share application for this project (see attached.) The intent of this memo is to request Council direction on supplementing that initial request for interim treatment within the center roundabout island and the landscape buffer areas between the curb and the multi-use pathway with potentially more permanent treatments. Like the Linder Road project mentioned above, these treatments have yet to be designed, but Staff envisions them to be low maintenance and relatively low cost to design and install. However, Staff believes some treatments above the ACHD standard hardscaped concrete treatments are warranted at this intersection.

Memorandum

To: Donn Carnahan, PE, Keller Associates
From: Brent Schiller, PE, SE, Forsgren Associates
Date: 6/19/2023
Re: 522038, Linder Rd, Overland Rd to Franklin Rd;
Linder Rd. Bridge over I-84 Concrete Pattern Costs

The City of Meridian (City) has indicated a desire to utilize a custom concrete imprint pattern (custom formliner) on the vertical faces of the concrete barriers and on an area of the MSE walls of the bridge over I-84. Additionally, the City wishes to utilize a standard rock pattern for all other areas of the MSE wall and the pier columns. The purpose of this memorandum is to document the additional costs (above the normal cost for concrete aesthetic imprinting) for the custom formliners on the bridge and to document the patterns to be utilized.

Patterns. The City has indicated they wish to utilize the custom river/rock pattern and the standard rock pattern that was utilized on the Ten Mile Interchange bridge. ITD Bridge was able to pull shop drawing submittal information from their records on this interchange, and a review of those records indicated that Fitzgerald Formliners (Fitzgerald) provided both the custom and standard rock patterns for that project. The custom river/rock pattern for the barrier and MSE wall are attached as Exhibits A and B respectively. The standard rock pattern is Fitzgerald pattern "17002 Austin Ashlar" and is attached as Exhibit C.

Custom Pattern on Barriers: It is our understanding that the City wishes to have the custom river/rock pattern on the concrete barrier vertical faces that face the pedestrian/bicycle pathway as well as the exterior face of the exterior concrete barrier that is visible to I-84 traffic (see Exhibit D). We typically detail the top 3 inches of a barrier with a "border area" (see example below) to allow for chamfers and rustication strip to provide a neat and clean border. With this border area, we anticipate that the exterior barrier would have sufficient room for a 2'-0" tall pattern area on both faces and the interior barrier would have 1'-9" tall pattern area on the pathway side only.



3" border area example

Custom Pattern on MSE Walls: We also understand that the City wishes to have a larger version of the custom river/rock pattern as a 4-foot-tall horizontal band across the front face (face of wall along I-84) of the MSE wall, similar to the Ten Mile Interchange (see Exhibit E).

Additional Cost of Custom Formliner. As Fitzgerald provided the actual patterns used on the Ten Mile Interchange, Forsgren Associates reached out to them to see if they still had the pattern detail on file and if they could provide estimates of the costs to produce the custom formliners. Fitzgerald was able to find the original CAD files depicting the patterns and was also able to provide estimated costs. Costs for a custom formliner include both a setup or “tooling” fee as well as square foot (SF) cost for production of the custom formliners.

We determined the SF cost of the custom formliner as follows:

$$\text{Custom Formliner SF cost} = \frac{\text{Tooling Cost} + (\text{Production SF Cost} \times \text{SF area})}{\text{SF area}}$$

The cost of a standard “off-the-shelf” formliner was subtracted from the Custom Formliner SF cost to get a Net SF cost:

$$\text{Net SF cost} = (\text{Custom Formliner SF cost}) - (\text{Standard Formliner SF cost})$$

The overall cost difference for the custom concrete imprinting was then calculated by taking the Net SF cost times the actual SF area and then adding in the cost of the color staining:

$$\text{Overall Cost Difference} = \text{Net SF Cost} \times \text{SF area} + \text{Stain Cost}$$

*The additional cost to the project for utilizing custom formliners with color staining of the river pattern is **estimated to be \$84,000**.* The cost worksheet for determining this cost is attached as Exhibit F.

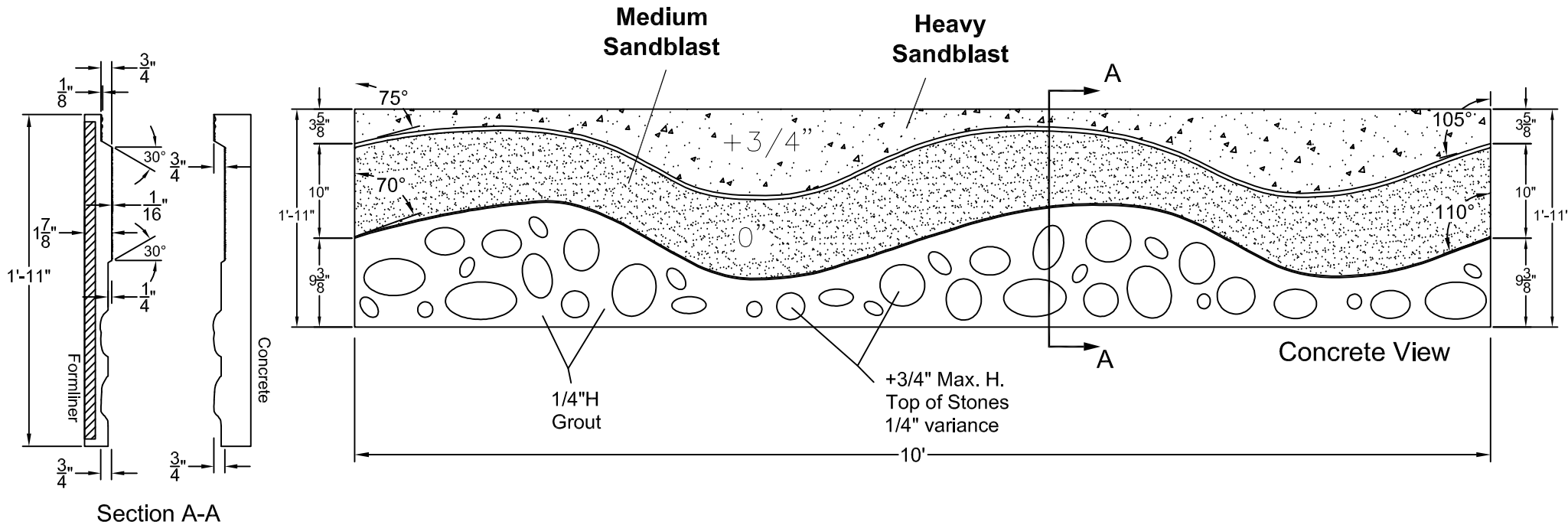
Summary of Custom Formliner & Stain Costs (See Exhibit F for Breakdown)

Location	Total Area	Tooling Cost	Prod. SF Cost	Custom SF Cost	Std SF Cost	Net SF Cost	Custom Formliner	Stain Cost	Overall Cost Diff.
Interior Barriers	826 SF	\$4,800	\$19.17	\$24.98	\$6.70	\$18.28	\$15,100	\$2,100	\$17,200
Exterior Barriers	1888 SF	\$4,800	\$19.17	\$21.71	\$6.70	\$15.01	\$28,300	\$4,100	\$32,400
MSE Wall 4' Band	755 SF	\$8,000	\$40.00	\$50.60	\$6.70	\$43.90	\$33,100	\$1,300	\$34,400
Totals	3469 SF	\$17,600	---	---	---	---	\$76,500	\$7,500	\$84,000

Attached Exhibits

- Exhibit A – Custom river/rock pattern for the barriers
- Exhibit B – Custom river/rock pattern for the MSE walls
- Exhibit C – Standard Fitzgerald pattern “17002 Austin Ashlar”
- Exhibit D – Custom patterns on barriers
- Exhibit E – Custom pattern on MSE walls
- Exhibit F – Cost Worksheet for Custom Formliner

EXHIBIT A - Custom river/rock pattern for the barriers



Concrete Texture Height

- 0" Medium Sandblast ($\frac{1}{16}$ ")
- $\frac{1}{4}$ " Grout between River Rock
- $\frac{3}{4}$ " Heavy Sandblast ($\frac{1}{8}$ ")
- $\frac{3}{4}$ " Top of Stones, varies $\frac{1}{4}$ "

Qty: 15

CUSTOMER APPROVAL SIGNATURE	DATE

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UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES		
DECIMALS		TOLERANCES
.XX ± .125		ANGULAR ± 0.5°
.XXX ± .0625		MAX SURF
DO NOT SCALE DRAWING		
REV	DATE	DESC.
001	8/18/09	ORIG. DWG
004	12/01/09	Change rock pattern
005	12/04/09	Match rock pattern to illustration

		FITZGERALD FORMLINERS				
(714) 547-6710 FAX(714) 245-9715		1500 E. Chestnut Avenue Santa Ana, CA 92701		WWW.FORMLINERS.COM		
Concrete Placing - S.O. # 7826						
PATTERN: Parapet Panel						
DWG NO. S-Concrete Placing - SO 7826		MATL/FINISH GRAYLASTIC	DRAWN BY: KC	DATE 12/04/09		
SCALE	CHECKED BY		SHEET	1	OF	1

Section A-A

4'

1"
1/8"

1"
1/8"

1"
1/16"

30°

1"

1"
1/2"

30°

1"

1"
1/4"

1"

Formliner

Concrete

Concrete Texture Height

0" Medium Sandblast ($\frac{1}{16}$ ")

$\frac{1}{2}$ " Grout between River Rock

1" Heavy Sandblast ($\frac{1}{8}$ ")

1" Top of Stones, varies $\frac{1}{4}$ "

Concrete View

10'

10"

1'-3"

1'-11"

70°

70°

110°

110°

1/2"

+1" Max. H. Top of Stones 1/4" variance

1/2"H Grout

Medium Sandblast

Heavy Sandblast

A

A

Qty: 13

CUSTOMER APPROVAL SIGNATURE	DATE

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DIMENSIONS ARE IN INCHES

DECIMALS .XX ± .125 .XXX ± .0625	TOLERANCES ANGULAR ± 0.5°
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MAX SURF

DO NOT SCALE DRAWING

FITZGERALD FORMLINERS

(714) 547-6710
FAX (714) 245-9715

1500 E. Chestnut Avenue
Santa Ana, CA 92701

WWW.FORMLINERS.COM

REV	DATE	DESC.	Concrete Placing - S.O. # 7826 PATTERN: Stemwall														
001	8/18/09	ORIG. DWG	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%; padding: 5px;">DWG NO.</td> <td style="width: 25%; padding: 5px;">MATL/FINISH</td> <td style="width: 15%; padding: 5px;">DRAWN BY:</td> <td style="width: 25%; padding: 5px;">DATE</td> </tr> <tr> <td style="padding: 5px;">S-Concrete Placing - SO 7826</td> <td style="padding: 5px;">GRAYLASTIC</td> <td style="padding: 5px;">KC</td> <td style="padding: 5px;">12/04/09</td> </tr> <tr> <td style="padding: 5px;">SCALE</td> <td style="padding: 5px;">CHECKED BY</td> <td style="padding: 5px;">SHEET</td> <td style="padding: 5px;">1 OF 1</td> </tr> </table>			DWG NO.	MATL/FINISH	DRAWN BY:	DATE	S-Concrete Placing - SO 7826	GRAYLASTIC	KC	12/04/09	SCALE	CHECKED BY	SHEET	1 OF 1
DWG NO.	MATL/FINISH	DRAWN BY:				DATE											
S-Concrete Placing - SO 7826	GRAYLASTIC	KC				12/04/09											
SCALE	CHECKED BY	SHEET	1 OF 1														
004	12/01/09	Change rock pattern															
005	12/04/09	Match rock pattern to Illustration															



Forming The Future™

PATTERN 17002 Austin Ashlar

Random Rough Stacked Rock

Vac-U-Form™

Styrene - Single Use.
ABS Plastic - Up to 15 reuses.

Stone & Rock

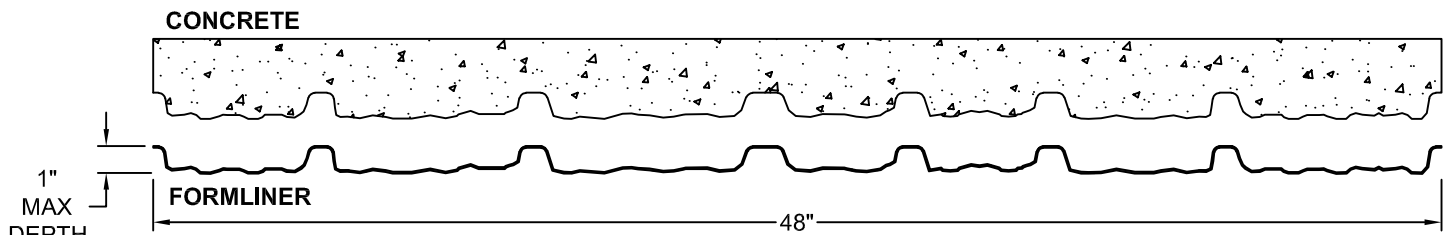
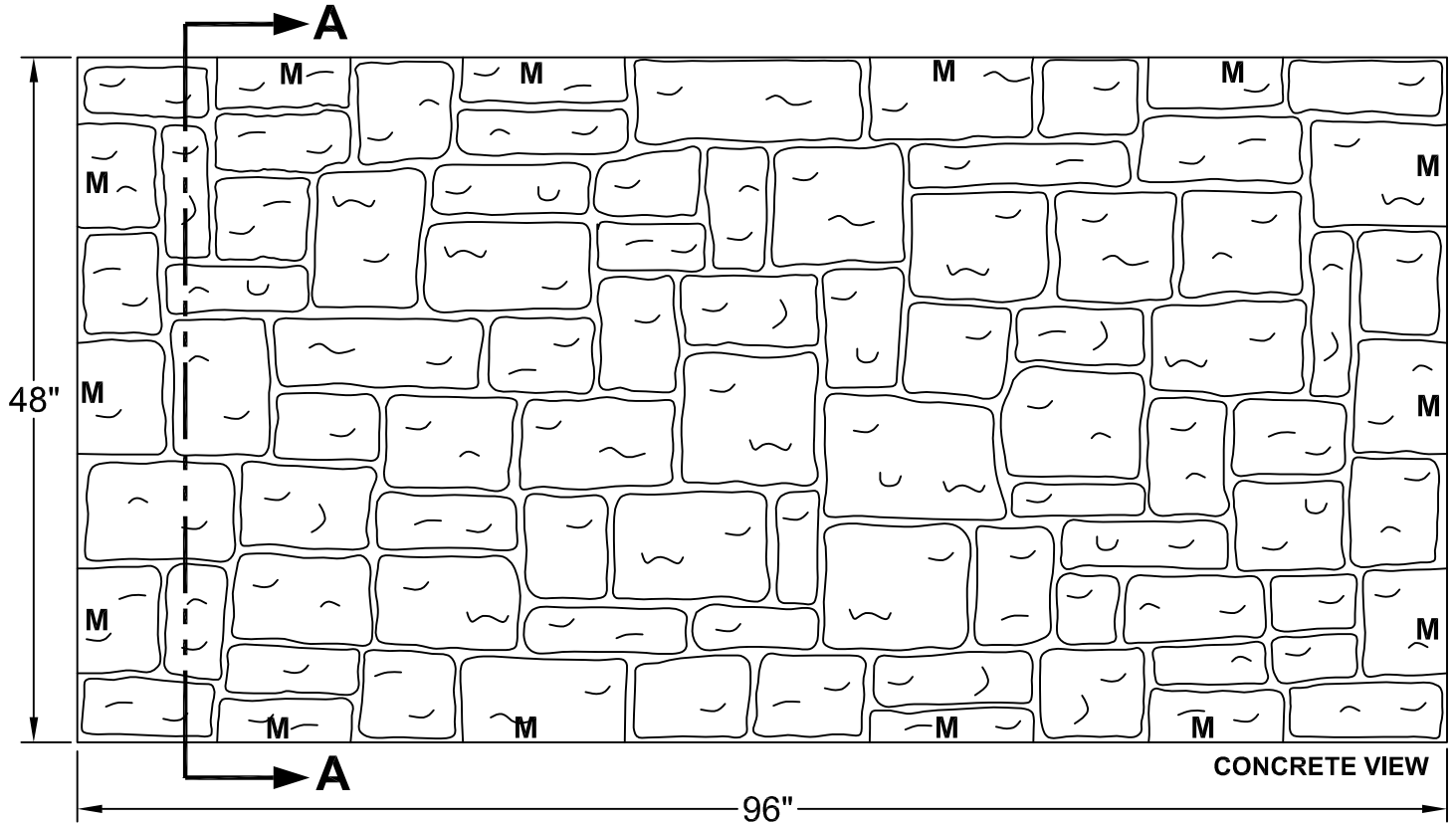
Part Size: 96" W x 48" H

Max Depth: 1.0"

Stone Sizes: 3"- 16" W
2"- 14" H

Pattern matches side to side and top to bottom

M=Match Point



SECTION A-A

FORMLINER DETAIL



EXHIBIT C Standard Fitzgerald pattern "17002 Austin Ashlar"

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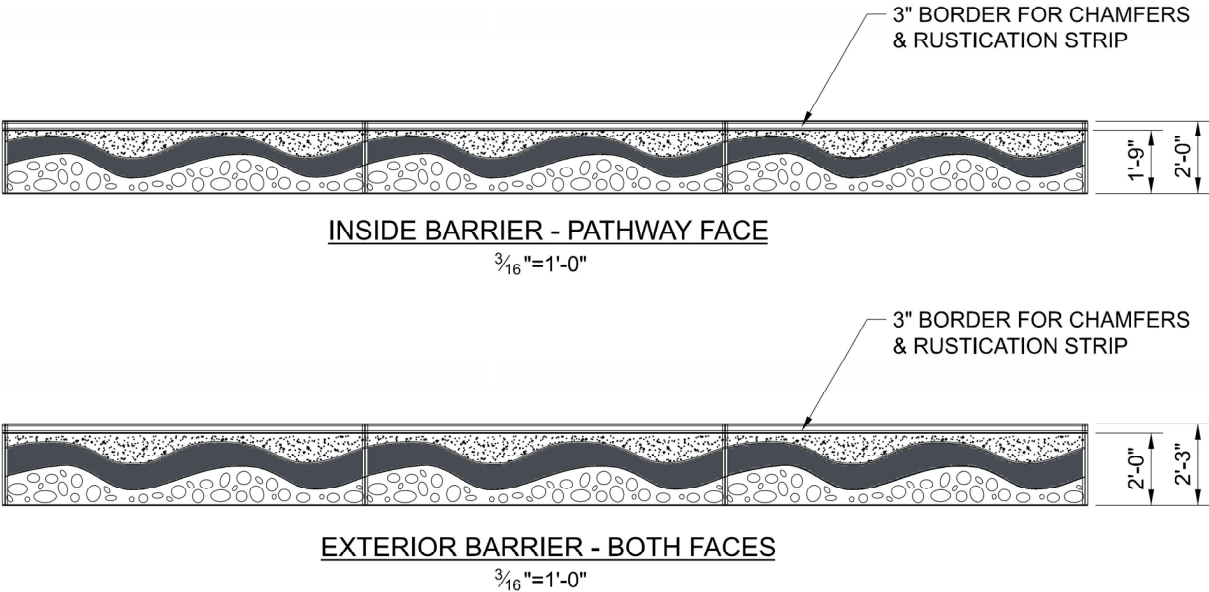
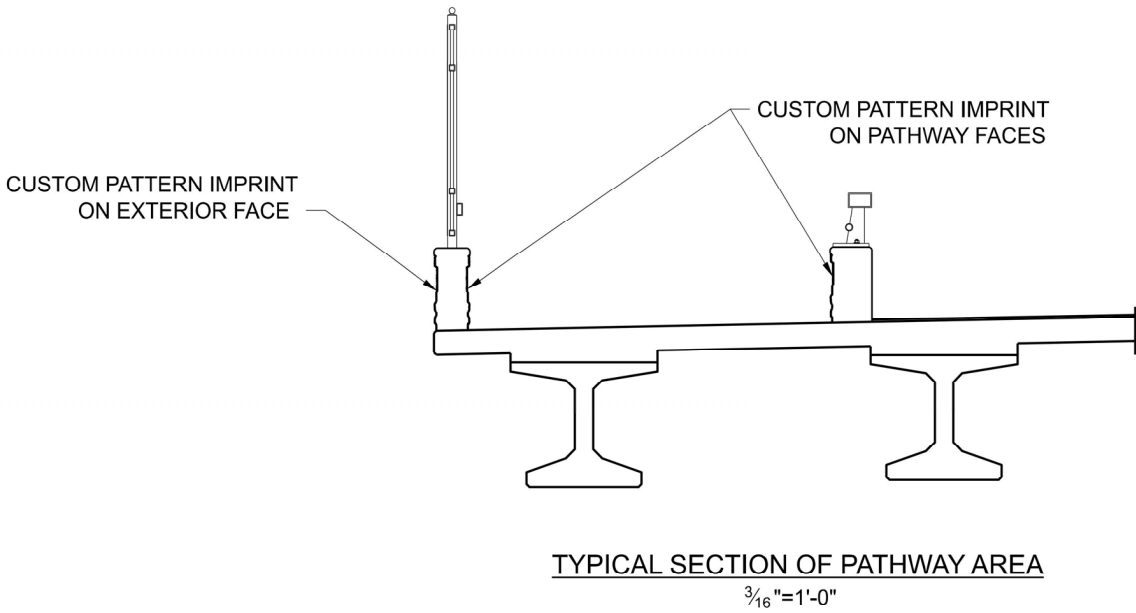
Ph: (800) 547-7760 • Ph (714) 547-6710 • www.formliners.com

Pattern can be requested in AutoCad format.

File Name: S-17002-VF-11-01-11

Page 1 of 2

EXHIBIT D - Custom patterns on barrier



ORIGINAL STORED AT: ITD BRIDGE SECTION - Boise, Idaho

REVISIONS			
NO.	DATE	BY	DESCRIPTION
△			
△			
△			
△			
△			

DESIGNED K. JACOBSON
DESIGN CHECKED B. SCHILLER
DETAILED T. GHAN
DWG. CHECKED K. JACOBSON
CORRECTIONS

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME pj#####ProjDev\Bridge\S&L\XXXXX_BRLB_BRDR.dgn
DRAWING DATE: \$PLTDATE\$

IDAHO
TRANSPORTATION
DEPARTMENT



YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

FORSGREN *Associates Inc.*

ENGLISH
PROJECT NO.

CONCRETE BARRIER TEXTURED CONCRETE DETAILS
196' PRESTRESSED CONCRETE BRIDGE LINDER ROAD OVER I-84 I-84 STA. 2270+45.60 LINDER RD STA. 22+00.00

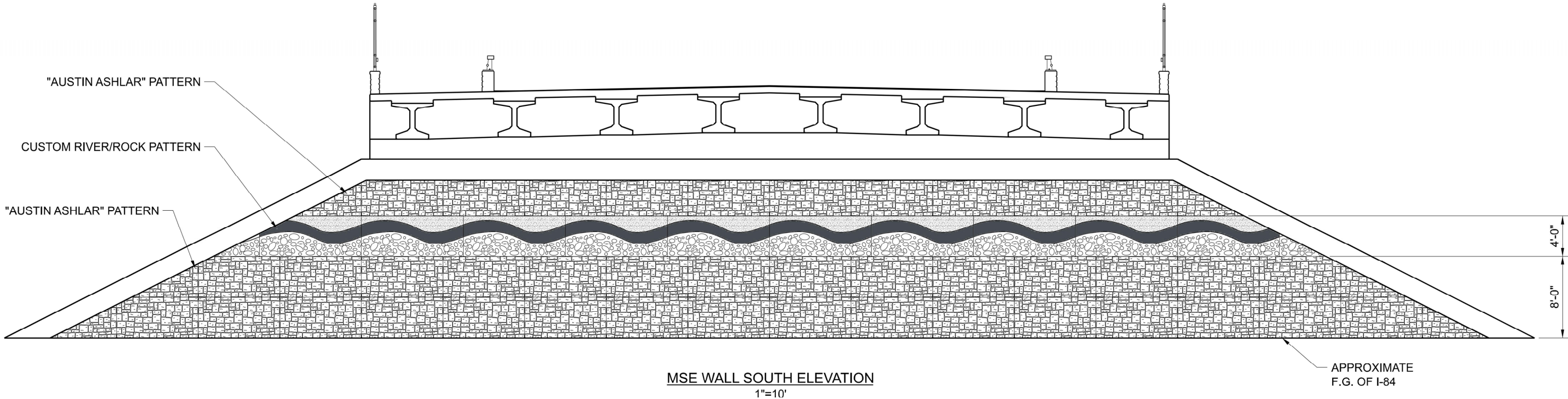
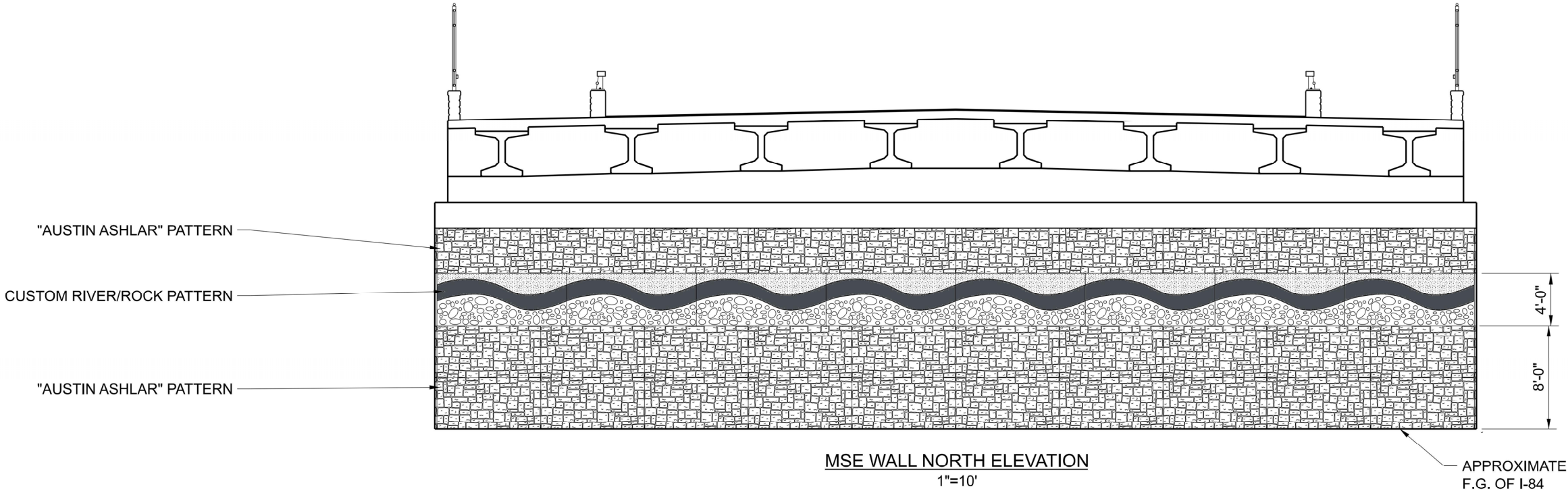
BRIDGE PLANS	
BRIDGE KEY NO. 34260	
COUNTY	KEY NO.
BRIDGE DWG. NO. 18146	SHEET OF

ORIGINAL SIGNED BY:

NOT
APPROVED
PRELIMINARY
FOR
CONSTRUCTION

DATE SIGNED: DATE

EXHIBIT E - Custom patterns on MSE walls



ORIGINAL STORED AT: ITD BRIDGE SECTION - Boise, Idaho

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED
K. JACOBSON
DESIGN CHECKED
B. SCHILLER
DETAILED
T. GHAN
DWG. CHECKED
K. JACOBSON
CORRECTIONS

SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY
CADD FILE NAME
prj###\ProjDev\Bridge\S&L\XXXX_BRLB_BRDR.dgn
DRAWING DATE:
\$PLTDATE\$

IDAHO
TRANSPORTATION
DEPARTMENT



YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

FORSGREN Associates Inc.

ENGLISH
PROJECT NO.

MSE WALL TEXTURED CONCRETE DETAILS
196' PRESTRESSED CONCRETE BRIDGE
LINDER ROAD OVER I-84
I-84 STA. 2270+45.60 LINDER RD STA. 22+00.00

BRIDGE PLANS
BRIDGE KEY NO.
34260
COUNTY
KEY NO.
BRIDGE DWG. NO.
18146
SHEET
OF

ORIGINAL SIGNED BY:
**NOT
APPROVED
PRELIMINARY
FOR
CONSTRUCTION**
DATE SIGNED: DATE



EXHIBIT F COST WORKSHEET FOR CUSTOM FORMLINER

Bridge Length = 196.00 ft
App. Slab Length = 20.00 ft
Length of Railing per line = 236.00 ft
Standard "off-the-shelf" formliner cost per SqFt = \$6.70
ITD Bridge Cost Chart for Painting Concrete = \$3.00

Exterior Railing Custom Formliner

Tooling Cost = \$4,800
Production SF Cost = \$19.17
Height of Imprint on Exterior Railing = 2.00 ft
of Lines for Exterior Railing = 2
Faces of Exterior Railing for Custom Imprint = 2
SqFt area of Exterior Railing Formliner = 1888 SF
Custom Formliner SF cost = \$21.71
Net SF cost = \$15.01
Overall Cost Difference (nearest \$100) = \$28,300

Interior Railing Custom Formliner

Tooling Cost = \$4,800
Production SF Cost = \$19.17
Height of Imprint on Interior Railing = 1.75 ft
of Lines for Interior Railing = 2
Faces of Interior Railing for Custom Imprint = 1
SqFt area of Interior Railing Formliner = 826 SF
Custom Formliner SF cost = \$24.98
Net SF cost = \$18.28
Overall Cost Difference (nearest \$100) = \$15,100

Traffic Face of MSE Wall Custom Formliner

Tooling Cost = \$8,000
Production SF Cost = \$40.00
Height of Imprint on MSE Wall = 4.00 ft
Length of South MSE Wall Pattern = 108.33 ft
Length of North MSE Wall Pattern = 80.33 ft
SqFt area of MSE Wall Formliner = 755 SF
Custom Formliner SF cost = \$50.60
Net SF cost = \$43.90
Overall Cost Difference (nearest \$100) = \$33,100

Exterior Railing Color Staining Area

SqFt area of paint per panel = 7.27 SF
Panel Length = 10.00 ft
Average SqFt area per ft of panel = 0.73 SF/ft
of Lines for Exterior Railing = 2
Rail Faces for Custom Imprint = 2
SqFt area for Staining = 686 SF
Area x2 for 2 coats = 1373 SF
Total Cost = \$4,118

Interior Railing Color Staining Area

SqFt area of paint per panel = 7.27 SF
Panel Length = 10.00 ft
Average SqFt area per ft of panel = 0.73 SF/ft
of Lines for Exterior Railing = 2
Rail Faces for Custom Imprint = 1
SqFt area for Staining = 343 SF
Area x2 for 2 coats = 686 SF
Total Cost = \$2,059

MSE Wall Color Staining Area

SqFt area of paint per panel = 11.56 SF
Panel Length = 10.00 ft
Average SqFt area per ft of panel = 1.16 SF/ft
Length of South MSE Wall Pattern = 108.33 ft
Length of North MSE Wall Pattern = 80.33 ft
SqFt area for Staining = 218 SF
Area x2 for 2 coats = 436 SF
Total Cost = \$1,309

Total Additional Cost for Custom Formliner = **\$76,500**

Total Cost for Staining River Area (nearest \$100) = **\$7,500**

Total Cost Difference for Custom Formliner = **\$84,000**



**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

Caleb Hood
chood@meridiancity.org
208-489-0572

3. Date. Date of Application

11/23/2022

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.

During prior project team meetings, conversations about potential changes to hardscape areas in the roundabout and buffer areas were discussed.

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

Black Cat/McMillan Intersection

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.

The City of Meridian would like to partner with ACHD to improve the landscaping in the roundabout area. City will install interim bark treatment that can be enhanced at a later time; please do not install rock mulch. Two 6-inch sleeves from water/electrical service locations to the roundabout island. These will be for landscaping. A meter will also be necessary, to be coordinated with water/sewer comments.

The City would like ACHD to consider installing something other than hardscape (currently shown as stamped concrete) in the buffer/planter strips between the curb and the multi-use pathway. The City will pay for the landscape materials, including trees and root barriers where needed, in the planter strips that are 6-feet or wider; trees are not requested in the planters that are less than 6-feet wide. City Code requires the adjacent property owner to maintain this area, even when in the right-of-way, so if very low landscape materials such as permabark, native grasses, boulders/rocks and/or trees are installed, the long-term

The City of Meridian would like to partner with ACHD to improve the landscaping in the roundabout area. City will install interim bark treatment that can be enhanced at a later time; please do not install rock mulch. Two 6-inch sleeves from water/electrical service locations to the roundabout island. These will be for landscaping. A meter will also be necessary, to be coordinated with water/sewer comments.

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The City requests continuous street lighting along the length of the project . There is an existing control cabinet on the NE corner of the intersection that can be used if conduit is sleeved across McMillan and Black Cat. Otherwise we'd need a new cabinet installed for new streetlights south of McMillan and West of Black Cat. City requests 2" conduit for lighting and a separate 2" conduit for fiber for the length of the

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. Section 40-1415 (7), Idaho Code.

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.

The City will provide design services for the roundabout.

The City can help ACHD with design options for the buffer strip areas.

The City of Meridian will provide street light specifications and design to ACHD.

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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.)

No design cost to ACHD for the roundabout landscaping or streetlights. There may be some minor design costs for the planter strips that are less than 6-feet wide, but the design should be very simple.
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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: _____, 2022. 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.

It is assumed that ACHD, through it's contractors, will be responsible for construction.

City will be responsible for the street lighting, conduit, and junction box maintenance as well as ensuring the planter strip areas are maintained.

- 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 conduits, junction boxes, light poles, bases, control cabinets and wiring as well as trees and any landscaping installed in the roundabout.

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.

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.

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: Miranda Carson

Position: Comprehensive Associate Coordination Planner

Date: 11/23/2022