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Via electronic mail (dhasegawa@cityofboise.org)

August 30, 2021

The Board of the Harris Ranch Community Infrastructure District No. 1 (“HRCID”)
c/o David Hasegawa, District Manager
150 N. Capitol Blvd.
Boise, Idaho 83702

Re: Response to August 14, 2021 Harris Ranch CID Taxpayers’ Association (“HRCIDTA”) Letter

Dear Members of the Board:

This letter responds to the August 14, 2021 letter from the HRCIDTA objecting to reimbursement of a conservation easement (Project ID No. GO20-7) (the “Conservation Easement”). The letters drafted by Mr. Doyle on behalf of HRCIDTA are full of half-truths, supposition, and legal as well as factual misrepresentations. This is perhaps the most glaring example.

Background

One of the major benefits of Harris Ranch is its proximity to downtown Boise. But that proximity did not come without huge cost and effort. Warm Springs Avenue, as many are aware, is a constrained roadway subject to erosion concerns, and did not have adequate capacity to open the Barber Valley to development of the homes in which the HRCIDTA members currently live. More was required, including the development of the East Parkcenter Bridge, which was a collective effort and public-private partnership among Ada County Highway District (ACHD), Harris Family Limited Partnership (HFLP), and a third entity, the Barber Mill Company.

That effort was memorialized in the Development Agreement Parkcenter Boulevard Extension to Warm Springs Avenue, Including the East Parkcenter Bridge (the “Development Agreement”). As further set forth in the Development Agreement, ACHD paid the costs of design, construction, and inspection of the project; BMC provided right-of-way for the “Northerly Phase” of the overall project; and HFLP undertook a wide variety of contributions, including a cash deposit of \$3,500,000 by Harris Family Limited Partnership that allowed the project to go forward before ultimately being repaid, and provision of wetland areas that are “required by governmental agencies” due to the construction of the East Parkcenter Bridge.

More detail regarding the next steps and subsequent history is provided below in response to the HRCIDTA letter. For now, it suffices to say that the Development Agreement was not imposed as a requirement of any land-use entitlement, as acknowledged by the HRCIDTA in their letter; instead, it was a collective effort and public-private partnership undertaken for the benefit of the entire valley. This effort has resulted in hundreds of millions of dollars of new value that all, including the HRCIDTA and its members, now enjoy.

Response to August 14, 2021 HRCIDTA Letter

Harris Ranch has always had an open-door policy. Neither Mr. Crowley nor Mr. Doyle have taken advantage of those offers, which would, perhaps, have given an opportunity to resolve these concerns. At this point and after reviewing this latest correspondence, we doubt that there is a true interest in knowing the whole story. Mr. Doyle has drafted a letter full of words like “apparently,” “not clear,” “may have,” “[w]e don’t know,” “[w]e have not yet been able to determine,” “based on our current understanding,” etc. Despite having what is clearly only a partial picture of what has been a multi-decade project, Mr. Doyle is willing to disparage Harris Ranch, its principals’ character, and the overall business prospects of the project without hesitation and without basis.

With that in mind, we will respond to the factual inaccuracies in Mr. Doyle’s letter:

First, no federal or state tax deduction was taken for the value of the wetlands project.

Second, Harris Ranch did not receive payment for the value of the wetlands project.

- Harris Ranch ultimately did not undertake vertical development or home construction and did not receive impact fee credits from ACHD for the value of the wetlands areas.
- The \$7.00 per square foot reimbursement identified in Section 6.1(d) did not occur.
- The approximately \$1,300,000 payment to HFLP was not a cash benefit to HFLP; instead, it was to reimburse HFLP for the costs of wetlands mitigation that it arranged through The Wetlands Group, Inc. The HRCIDTA cites but misrepresents the correct section of the Development Agreement, which states that this payment was for “the construction and maintenance of the wetlands...” (See HRCIDTA Letter, Page 4). The First Amendment to Development Agreement clarified this point in Section 3, which states that those payments were to “be made [by ACHD] at such times as Harris Family Limited Partnership is required to make payments...” for the wetlands mitigation. HFLP ultimately paid more for wetlands “construction and maintenance” than it was reimbursed through the Development Agreement.

Ultimately, only the \$3,500,000 cash deposit was reimbursed. Harris Ranch was not compensated for the value of the wetlands property or for the construction of the wetlands required.

Third, the language of the valuation was drafted based on a possible donation. The donation did not ultimately occur; however, that language is inapposite to the question at hand. The valuation is consistent with standard appraisal processes of development land (which always includes property that would be used for a variety of purposes) and we stand by it. If the HRCIDTA has a competing appraisal, it should be submitted for the HRCID and its staff to consider.

Fourth, the HRCIDTA is once again incorrect in stating the Development Agreement was an “*express* condition to the development of Harris Ranch”. It was not an example of “the City... exercising its police powers...” (HRCIDTA Letter, Page 5). The Development Agreement pre-dates the Harris Ranch Specific Plan that controls development in the HRCID by years. There was, as a result, no exaction by the City of Boise in connection with the approval of the Harris Ranch Specific Plan that resulted in the Development Agreement. The City of Boise is not even a party to the Development Agreement, which would typically be the case if a donation occurred as a result of a land-use entitlement. Without that critical fact, all the key-word references to *Nollan* and *Dolan*, rational nexus, or rough proportionality cited by Mr. Doyle are simply not applicable. But even if the wetlands were exacted by the City of Boise, that would not prohibit reimbursement for required infrastructure that is reimbursable under the CID Act.

In short, this letter by the HRCIDTA has no basis in fact or law.

Conclusion

One of the more offensive elements of Mr. Doyle’s letter-writing campaign is the clear suggestion that Harris Ranch is “pulling one over” on the HRCID. This would, of course, also mean that HRCIDTA believes that HRCID staff is incapable of properly reviewing these payment requests or applying the applicable law. Harris Ranch, on the other hand, has spent years working with the HRCID and its staff and responding to their very detailed review of each and every payment request. We understand and appreciate the hard work that is required to administer the HRCID.

This letter is a prime example. Based only on their incomplete and inaccurate review, HRCIDTA claims that there is “an emerging pattern of the Developer making payment requests (and receiving payments) to which they are not contractually and/or legally entitled.” (HRCID Letter, Page 6). This is a serious accusation that goes beyond mere public debate—this bears directly on the good character, reputation, and business interests of Harris Ranch. Accordingly, for now, we request (and hope that we will not have to demand) that Mr. Doyle invest serious thought before leveling these accusations.

Very truly yours,



T. Hethe Clark
HC/bdb

c: CID Board Members
CID Staff (Jim Pardy (CID Engineer), Rob Lockward (CID Counsel))
Client

Appendices:

Appendix 1 – Courtesy copy of 2005 Development Agreement with first amendment

APPENDIX 1

DEVELOPMENT AGREEMENT

PARKCENTER BOULEVARD EXTENSION TO WARM SPRINGS AVENUE, INCLUDING THE EAST PARKCENTER BRIDGE

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into this 29th day of July, 2005 by and between HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership ("**Harris Family Limited Partnership**"), BARBER MILL COMPANY ("**Barber Mill Company**"), an Idaho corporation (Harris Family Limited Partnership and Barber Mill Company are sometimes herein collectively referred to as "**Harris Ranch**"), and ADA COUNTY HIGHWAY DISTRICT (herein "**ACHD**").

WITNESSETH:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the recitals, which are incorporated in this Agreement, and in consideration of the premises and the agreements hereinafter contained, ACHD, Harris Family Limited Partnership and Barber Mill Company agree as follows:

SECTION 1. Definitions.

As used in this Agreement, the following terms shall have the following meanings:

A. The term "**ACHD**" shall refer to ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho whose address is 3775 Adams Street, Garden City, Idaho 83714-6499, attention: Right-of-Way & Development Services Manager, whose telephone number is (208) 387-6170 and whose fax telephone number is (208) 387-6393.

B. The term "**Agreement**" shall refer to this Development Agreement.

C. The term "**Bridge Permits**" shall mean all permits, reviews and agreements required to be obtained from applicable governmental agencies for crossing the Boise River and constructing the East ParkCenter Bridge and using the East ParkCenter Bridge as a public right-of-way and Highway, including but not limited to: U.S. Army Corps of Engineers Section 404 Permit, Idaho Department of Water Resources Stream Channel Alteration Permit, Boise River System Application Permit, Boise City Flood Plain Review Approval, and the Idaho Department of Lands Crossing Agreement.

D. The term "**Harris Ranch**" shall refer, collectively, to Harris Family Limited Partnership, an Idaho limited partnership (successors in interest to

Harris Family Ranch, LLP, an Idaho limited liability partnership), whose address is c/o Doug Fowler, 4940 Mill Station Drive, Boise, Idaho 83716, whose telephone number is (208) 344-1131 and whose fax number is (208) 340-5585, and Barber Mill Company, an Idaho corporation, whose address is c/o David Turnbull, 12601 W. Explorer, Boise, Idaho 83713, whose telephone number is (208) 378-4000 and whose fax telephone number is (208) 377-8962.

E. The term "**Harris Ranch, Idaho**" shall refer to the planned mixed use development by Harris Ranch on the real property described on **Exhibit "A"** attached hereto.

F. The term "**Highway**" is as defined in *Idaho Code* Section 40-109(5).

G. The term "**Impact Fee Ordinance**" means the ACHD Impact Fee Ordinance and Capital Improvement Plan, as may be amended from time to time, or the term "**Impact Fees**" shall mean the Impact Fees set forth in such Ordinance.

H. The term "**Project**" shall mean the extension of ParkCenter Boulevard from the end of the pavement section near Riverside Elementary School to intersections with existing Warm Springs Avenue southeast of Starview Drive, and including a four-lane bridge across the Boise River and a crossing over Loggers Creek and all necessary facilities, including but not limited to, drainage facilities and drainage and slope protection areas, and related pedestrian and bicycle facilities. The Project is generally depicted on **Exhibit "B"** attached hereto. For purposes of this Agreement the Project can be divided into three parts, identified as follows:

(i) The portion of the Project that shall be a bridge over and across the Boise River, and including its structure, piers and other supports, its lanes for vehicular traffic and related bicycle lanes and pedestrian pathways over and under the same, and the bridge abutments at each end thereof (a portion of the southerly abutment shall be on ACHD Right-of-Way) and further including a crossing over Loggers Creek is referred to in this Agreement as the "**East ParkCenter Bridge.**"

(ii) That portion of the Project that is located between the southerly end of the East ParkCenter Bridge and the end of the pavement section by Riverside Elementary School is referred to in this Agreement as the "**Southerly Phase of the Project.**"

(iii) The portion of the Project that is located between the northerly end of the East ParkCenter Bridge to the intersections of ParkCenter Boulevard and Warm Springs Avenue is referred to as the "**Northerly Phase of the Project.**"

I. The term "**Right-of-Way**" shall mean the right-of-way required for the Project, including fee simple to the Highway itself and all facilities required for drainage, slope protection and other facilities related to the proper use, operation and maintenance of the Highway.

J. The terms "**Substantial Completion**" and "**Substantially Complete**" shall mean that the Project has reached sufficient completion so that the Project is being used by the motoring public.

K. The term "**System Improvements**" is as defined in *Idaho Code* Section 67-8203(28).

L. The terms "**Reimbursed**" or "**Reimbursement**" as used herein shall be defined as repayment of funds to Developer or ACHD from Impact Fee eligible costs as allowed by ACHD's Impact Fee Ordinance and Capital Improvement Plan.

SECTION 2. Recitals.

2.1 ACHD is the owner of all the Right-of-Way required for the Southerly Phase of the Project.

2.2 Barber Mill Company is the owner of all the Right-of-Way for the Northerly Phase of the Project.

2.3 ACHD adopts a Five-Year Work Program ("**FYWP**") each year. The FYWP identifies and allocates funding for right-of-way construction projects in Ada County. The Project is included in the 2006-2010 FYWP attached hereto as **Exhibit "C"** and is identified as programmed for construction over a two-year period starting in fiscal year in 2010. ACHD acknowledges and agrees that the Project shall be subject to and included in ACHD'S future FYWPs and shall be identified and programmed in for construction in fiscal year 2008. Harris Ranch acknowledges and agrees that the programming of the Project in future FYWPs does not guarantee that the construction of the Project will begin in 2008 or be completed in fiscal year 2009.

2.4 Portions of the Project costs are presently Impact Fee eligible and other portions may become impact fee eligible in the future. The parties shall be Reimbursed or credited from Impact Fees solely as set forth in this Agreement.

SECTION 3. Responsibility for Costs of Project and Right-of-Way Responsibilities.

3.1 ACHD shall be responsible for paying all costs and expenses of (i) the design of the Project, (ii) the construction of the entire Project, and (iii) the inspection, testing and quality assurance monitoring of the construction of the Project. ACHD represents that it has adequately programmed ACHD

funds to cover design costs in connection with the Project. ACHD shall provide the Right-of-Way for the Southerly Phase of the Project.

3.2 Harris Family Limited Partnership shall provide \$3.5 million towards the costs and expenses associated with the Project, which shall be used and allocated by ACHD in its sole, absolute, and unreviewable discretion. ACHD shall draw on these funds as bills in connection with the Project are received at the commencement of the Project. In order to ensure payment of this amount, Harris Family Limited Partnership shall provide to ACHD an irrevocable letter of credit from a financially responsible Idaho lender in the amount of \$3.5 million in force through December 31, 2010, or such other date as the parties may mutually agree in writing. This letter of credit shall be provided to ACHD within ten (10) days of execution of a construction contract that obligates ACHD for payment of construction of the Project, which letter of credit shall be in a form reasonably acceptable to ACHD, and shall give ACHD the unconditional right to draw funds as necessary and upon demand to partially or fully complete and/or pay for the Project as soon as construction commences on the Project. Harris Family Limited Partnership agrees that the letter of credit shall authorize ACHD to draw upon the letter of credit as bills are received by ACHD only in connection with the construction costs and expenses associated with the Project.

3.3 Barber Mill Company shall provide the Right-of-Way for the Northerly Phase of the Project. The two center lanes of the Right-of-Way for the Northerly Phase shall be deeded to ACHD by a gift deed upon execution of this Agreement in the form attached hereto as **Exhibit "D."** The two outer lanes of the Right-of-Way for the Northerly Phase shall be deeded to ACHD by a warranty deed upon execution of this Agreement in the form attached hereto as **Exhibit "E."** The deeds described herein shall be delivered to ACHD through a mutually agreed upon closing agent instructed to obtain title insurance insuring title in ACHD free and clear of all liens and encumbrances except those approved in writing by ACHD prior to execution of this Agreement. The executed deeds shall be delivered to ACHD for recording upon execution of this Agreement. Within ten (10) days of execution of a Construction Contract that obligates ACHD for payment of construction of the Project, temporary construction easements determined necessary by ACHD shall also be granted by Barber Mill Company at no cost and shall be in effect until the Project has been completed at which time they shall then be terminated.

SECTION 4. Design and Construction; Delivery of Design Plans; Construction Easement; Bridge Permits.

4.1 The design of the Project, the preparation of the plans and specifications and the construction pursuant thereto shall all be accomplished in accordance with the standards and requirements set forth by applicable ACHD policy.

(a) Upon execution of this Agreement, Harris Ranch shall forward to ACHD copies of all previously prepared design plans for the Project in its and/or its consultant's (i.e., HDR Engineering, Inc. ("**HDR**")) possession, including but not limited to design plans and consultant reports prepared by third parties, soil reports, engineering reports, and right-of-way plans (collectively "**design plans**"). Harris Ranch specifically authorizes ACHD to use any and all of these design plans to the extent authorized by law and Harris Ranch shall obtain any necessary third-party consents required by ACHD to use such plans; that portion of the design plans that remain useable and/or useful in connection with the Project shall be as determined by HDR in HDR's reasonable judgment. Without limiting the foregoing, Harris Ranch shall obtain the consent of HDR for ACHD to use the design plans previously prepared for the design of the Project in the form attached hereto as **Exhibit "F."** ACHD hereby indemnifies and holds Harris Ranch harmless from and against any and all loss, injury, death and damage, and attorney's fees and costs that might be incurred by Harris Ranch in defending any claim that may result solely from the use of the design plans by ACHD, its Commissioners, employees, contractors and/or agents.

4.2 At all times during the development of the Project, Barber Mill Company shall provide ACHD access to the Right-of-Way for the Northerly Phase of the Project, including granting ACHD a temporary construction easement in the form attached hereto as **Exhibit "G."**

4.3 A portion of the Right-of-Way provided in fee by Barber Mill Company shall provide ACHD with slope protection for the north side of the East ParkCenter Bridge. Such portion of the Right-of-Way is often provided to ACHD in the form of an easement. However, ACHD shall acquire this slope protection area in fee as part of the Right-of-Way. Once such slope protection area is acquired by ACHD, if requested by Barber Mill Company, ACHD shall transfer fee title to such slope protection area back to Barber Mill Company at a price of \$3.50 per square foot provided that Barber Mill Company provides ACHD with a permanent slope easement providing ACHD with permanent access and use of such real property required by ACHD for the north side of the East ParkCenter Bridge in the form attached hereto as **Exhibit "H."**

4.4 ACHD shall prepare and submit all applications for, and obtain all Bridge Permits. Harris Ranch shall cooperate with ACHD in its efforts to obtain the Bridge Permits.

4.5 The parties agree and understand that the final engineering plans for the Project have not been completed. Upon final completion of the plans and specifications, it is anticipated that there may be adjustments required to the real property granted by Barber Mill Company to ACHD. The parties agree that if adjustments are made to the property conveyed by Barber Mill Company to ACHD due to the alignment of the Project that the deeds shall be amended and

re-recorded to reflect these required changes. Barber Mill Company agrees to execute any correction deeds within ten (10) days of submission of such deed to Barber Mill Company by ACHD. If such amended deeds require additional square footage to be provided to ACHD, ACHD shall provide Barber Mill Company with an upward adjustment of Impact Fee credits, calculated at \$7.00 per square foot. If such amended deeds require a reconveyance of real property to Barber Mill Company, ACHD shall provide Barber Mill Company with a downward adjustment of Impact Fee Credits calculated at \$7.00 per square foot.

SECTION 5. Design and Construction of the Project.

5.1 ACHD shall design the Project, which design shall be in ACHD's sole, absolute and unreviewable discretion, which shall include plans for four lanes for vehicular traffic through the Northerly Phase, the East ParkCenter Bridge, and the Southerly Phase.

5.2 ACHD shall enter into such construction or design-build contracts, as it desires with respect to the Project and to engage all necessary third parties in connection with completion of the Project.

5.3 ACHD may have to provide wetland mitigation as is required by the U.S. Army Corps of Engineers or other governmental agencies. Harris Ranch agrees to cooperate in assisting ACHD in any wetland mitigation requirements identified during the permitting process, including but not limited to donating a portion of wetlands owned by Harris Ranch in order to accomplish the wetland mitigation required by governmental agencies; provided, however any such provision of wetlands shall be eligible for Impact Fee Reimbursement collected only in Harris Ranch, Idaho.

SECTION 6. Impact Fees Reimbursement.

6.1 A portion of the Project presently is a System Improvement, and such portion of the Project shall be eligible for Reimbursement from Impact Fees collected by ACHD on and after the date of this Agreement in Harris Ranch, Idaho and in the Southeast Service Area as defined by the Impact Fee Ordinance subject to the condition set forth in Section 6.1(a). Harris Ranch shall be entitled to Impact Fee eligible credits as follows:

(a) ACHD acknowledges Barber Mill Company's right to submit to ACHD a traffic analysis conducted by a professional engineer that attempts to demonstrate that the deeded right-of-way for the two center lanes may qualify as a System Improvement in accordance with Idaho law.

Barber Mill Company shall submit its traffic impact analysis no later than November 1, 2005, in order for its analysis to be fully considered in ACHD's next Capital Improvement Plan update in 2006. If ACHD, following the necessary statutory process, determines that the two center lanes qualify as System Improvements and are included in the updated Capital Improvement

Plan, Barber Mill Company shall be entitled to Reimbursement for the deeded Right-of-Way for such two center lanes as a portion of the allocated impact fee eligible costs provided in this Agreement calculated at \$7.00 per square foot, subject to the limitations that Reimbursement shall be limited to Impact Fees collected only in Harris Ranch, Idaho, and no where else in the Southeast Service Area. If all of the above criteria are not established in the 2006 update, there shall be no Reimbursement for the two center lanes.

(b) The \$3.5 million payment by Harris Family Limited Partnership to ACHD for Project construction qualifies for Impact Fee Reimbursement, which shall be allocated to Impact Fee eligible costs associated with the construction of the Project.

(c) The value of all real property conveyed by Barber Mill Company to ACHD, including but not limited to wetlands, Right-of-Way and slope protection areas, excluding the two center lanes deeded by Harris Ranch to ACHD as described on Exhibit D. The two outer lanes of the Right-of-Way for the Northerly Phase provided by Barber Mill Company, any necessary slope protection areas and wetlands as set forth herein, shall be subject to Impact Fee Reimbursement calculated at \$7.00 per square foot.

(d) The value of wetlands donated by Harris Ranch for wetlands mitigation required by governmental agencies due to the Project, which shall be Reimbursed at \$7.00 per square foot.

(e) The Two Hundred Thousand Dollars (\$200,000) representing the value of the HDR plans delivered by Harris Ranch to ACHD, of which One Hundred Eighty Thousand Dollars (\$180,000) shall be Reimbursed to Harris Family Limited Partnership, and Twenty Thousand Dollars (\$20,000) shall be Reimbursed to Barber Mill Company.

(f) The costs and expenses paid by ACHD in connection with the design and construction of the Project that qualify for Impact Fee Reimbursement.

6.2 Harris Ranch shall be Reimbursed for the eligible Impact Fee costs set forth herein from any and all Impact Fees collected by ACHD in connection with Harris Ranch, Idaho, and shall be eligible for Reimbursement commencing upon execution of this agreement in accordance with the priority schedule set forth in Section 6.3.

In addition, Harris Ranch and ACHD may also be Reimbursed the eligible Impact Fee costs set forth herein from any and all additional Impact Fees collected by ACHD in the Southeast Service Area as defined by the Impact Fee Ordinance, which are not being allocated to repay the existing loan balance in the Southeast Service Area and/or allocated to fund other impact fee eligible projects as identified in the Southeast Service Area 2006-1010 FYWP.

Harris Ranch shall be Reimbursed by ACHD for unpaid Impact Fee credits on October 1, 2009, or upon Substantial Completion of the Project, which ever occurs later, but in no event shall Reimbursement be later than December 31, 2012. The parties agree that Harris Ranch shall be Reimbursed for its reimbursable Impact Fees provided for herein before ACHD receives any reimbursable Impact Fees as provided herein.

6.3 Reimbursement to Harris Family Limited Partnership, Barber Mill Company and ACHD shall be made by ACHD in the following priority:

(a) One Hundred Eighty Thousand Dollars (\$180,000) to Harris Family Limited Partnership representing a partial value of the HDR plans delivered by Harris Ranch to ACHD.

(b) Twenty Thousand Dollars (\$20,000) to Barber Mill Company representing a partial value of the HDR plans delivered by Harris Ranch to ACHD.

(c) The value agreed to herein of all real property conveyed by Harris Ranch to ACHD.

(d) The \$3.5 Million provided by Harris Family Limited Partnership.

(e) The Impact Fee eligible costs and expenses paid by ACHD in connection with the design and construction of the Project.

SECTION 7. Remedies.

7.1 In the event Harris Ranch defaults or fails or neglects to perform its obligations hereunder in the time and manner required herein, ACHD shall be entitled to all remedies available to it at law or in equity, including but not limited to the following remedies:

(a) ACHD may immediately draw upon and pursue all rights under Harris Family Limited Partnership's line of credit as set forth in Section 3.2 above;

(b) ACHD may deny any preliminary and/or final plats within Harris Ranch, Idaho, not previously approved; and

(c) ACHD shall have no obligation to pay Harris Ranch any credits or Reimbursement from Impact Fees as provided herein.

7.2 In the event ACHD defaults or fails or neglects to perform its obligations hereunder in the time and manner required herein, Harris Ranch shall be entitled to all remedies available to Harris Ranch at law or in equity.

SECTION 8. Attorneys' Fees.

Should any party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, or to resolve any disagreement in interpretation of this Agreement, the unsuccessful party in any final judgment entered therein agrees to reimburse the prevailing party for all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment.

SECTION 9. Notices.

Any and all notices given by any of the parties hereto shall be in writing and deemed delivered when: (i) delivered personally, or (ii) sent by fax to the other party at the fax telephone number set forth in Section 1, or (iii) deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the other party at the address set forth in Section 1, in each case with a copy to JoAnn C. Butler, 251 E. Front Street, Suite 200, Boise, Idaho 83702, whose telephone number is (208) 388-1000 and whose fax telephone number is (208) 388-1001, or such other fax telephone number or mailing address as may be provided by written notice of such change given to the other party in the same manner as above provided.

SECTION 10. Applicable Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho. It is understood and agreed that this Agreement shall in no way be construed so as to bind or obligate ACHD beyond the term of any particular appropriation of funds as set forth in Article VII of the Idaho Constitution.

SECTION 11. Incorporation of Exhibits.

It is agreed that all exhibits to this Agreement are incorporated herein by reference and made a part of the terms, provisions and covenants of this Agreement.

SECTION 12. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

SECTION 13. Time of Essence.

All times provided for in this Agreement or in any other instrument or document incorporated herein or contemplated hereby for the performance of an

act shall be strictly construed, it being agreed that time is of the essence of this Agreement.

SECTION 14. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION 15. Joint and Several Liability.

Harris Family Limited Partnership and Barber Mill Company, and each of them, shall be jointly and severally liable for all obligations of Harris Family Ranch Limited Partnership and Barber Mill Company under this Agreement.

SECTION 16. Future Applications.

Harris Ranch acknowledges and agrees that ACHD's execution of this Development Agreement does not confer any additional rights or constitute any approval of any related developments or other applications submitted to ACHD.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

HARRIS FAMILY LIMITED PARTNERSHIP,
an Idaho limited partnership

By: Harris Management, LLC, its General
Partner

By: Felicia Harris Burkhalter
Felicia Harris Burkhalter
Manager

By: Mildred H Davis
Mildred H. Davis
Manager

By: Brian Randolph Harris
Brian Randolph Harris
Manager

By: Alta M. Harris
Alta M. Harris
Manager

BARBER MILL COMPANY, an Idaho
corporation

By: Larry Williams
Larry Williams
President

Attest:

Secretary

ADA COUNTY HIGHWAY DISTRICT

By: John J. Frantz
Title: President

Attest:

William J. Schweitzer
Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

HARRIS FAMILY LIMITED PARTNERSHIP,
an Idaho limited partnership

By: Harris Management, LLC, Its General
Partner

By: Felicia Harris Burkhalter
Felicia Harris Burkhalter
Manager

By: Mildred H. Davis
Mildred H. Davis
Manager

By: Brian Randolph Harris
Brian Randolph Harris
Manager

By: Alta M. Harris
Alta M. Harris
Manager

BARBER MILL COMPANY, an Idaho
corporation

By: Larry Williams
Larry Williams
President

Attest:

Mareen Sullivan
Secretary

ADA COUNTY HIGHWAY DISTRICT

By: _____
Title: President

Attest:

Director

EXHIBITS TO DEVELOPMENT AGREEMENT

Exhibit "A" Legal Description of Harris Ranch, Idaho

Exhibit "B" Depiction of Project

Exhibit "C" ACHD 2006-2010 Five Year Work Plan

Exhibit "D" Gift Deed

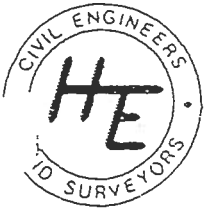
Exhibit "E" Warranty Deed

Exhibit "F" Consent of HDR Engineering, Inc.

Exhibit "G" Construction Easement

Exhibit "H" Slope Easement

Exhibit "A"
Legal Description
(See attached)



HUBBLE ENGINEERING, INC.

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

Project No. 9601501

December 19, 1996

LEGAL DESCRIPTION

A parcel of land located in the E1/2 of Section 17, the S1/2 of Section 19, Section 20, the NW1/4 of Section 21, the E1/2 of Section 28, Section 29 and the N1/2 of Section 30, T.3N., R.3E., B.M. and the SW1/4 of Section 24, T.3N., R.2E., B.M., Ada County, Idaho, more particularly described as follows;

Beginning at the 1/4 corner common to said Section 19 and 20;

thence along the West boundary line of said Section 20 North $00^{\circ}45'13''$ West, 2627.53 feet to the northwest corner of said Section 20;

thence along the West boundary line of said Section 17 North $00^{\circ}39'16''$ East, 2627.41 feet to the W1/4 corner of said Section 17;

thence continuing along said West boundary line North $00^{\circ}06'38''$ East, 1313.85 feet to the northwest corner of the SW1/4 of the NW1/4 of said Section 17;

thence along the North boundary line of the said SW1/4 of the NW1/4 of Section 17 North $89^{\circ}34'35''$ East, 1355.14 feet to the northeast corner of the said SW1/4 of the NW1/4 of Section 17;

thence along the East boundary line of the said SW1/4 of the NW1/4 of Section 17 South $00^{\circ}35'46''$ West, 1322.66 feet to the C-W1/16 corner of said Section 17;

thence along the East-West centerline of said Section 17 North $89^{\circ}56'43''$ East, 669.00 feet to the northeast corner of the W1/2 of the NE1/4 of the SW1/4 of said Section 17;

thence along the East boundary line of the said W1/2 of the NE1/4 of the SW1/4 of Section 17 South $01^{\circ}05'52''$ West, 1327.14 feet to the southeast corner of the said W1/2 of the NE1/4 of the SW1/4 of Section 17;

thence along the East-West centerline of the SW1/4 of said Section 17 South $89^{\circ}40'30''$ East, 667.50 feet to the C-S1/16 corner of said Section 17;

thence along the North-South centerline of said Section 17 South $01^{\circ}14'37''$ West, 1331.64 feet to the 1/4 corner common to said Sections 17 and 20;

thence along the North boundary line of said Section 20 North $89^{\circ}52'06''$ East, 2651.12 feet to the northeast corner of said Section 20;

thence along the North boundary line of Government Lot 1 of said Section 21 South $90^{\circ}00'00''$ East, 1194.44 feet to the northeast corner of said Government Lot 1;

thence along the East boundary line of said Government Lot 1, South $00^{\circ}56'22''$ East, 1306.51 feet to the southeast corner of said Government Lot 1;

thence along the South boundary line of said Government Lot 1, North $89^{\circ}54'24''$ West, 1230.95 feet to a point on the East boundary line of said Section 20;

thence along said East boundary line South $00^{\circ}39'47''$ West, 1304.42 feet to the E1/4 of said Section 20;

thence continuing along said East boundary line South $00^{\circ}50'33''$ East, 2690.52 feet to the southeast corner of said Section 20;

thence along the North boundary line of said Section 28 North $89^{\circ}19'55''$ East, 2625.47 feet to the N1/4 corner of said Section 28;

thence along the North-South centerline of said Section 28 South $00^{\circ}07'09''$ West, 2645.43 feet to the C1/4 corner of said Section 28;

thence along the East-West centerline of said Section 28 North $89^{\circ}57'42''$ West, 1307.88 feet to the C-W1/16 corner of said Section 28;

thence along the North-South centerline of the SW1/4 of said Section 28 South $00^{\circ}31'10''$ West, 1498.20 feet to a point on the southerly right-of-way line of Idaho State Highway 21;

thence along said southerly right-of-way line North $65^{\circ}15'21''$ West, 1043.65 feet to the beginning of a curve to the left;

thence continuing along said right-of-way line and said curve 298.64 feet, said curve having a radius of 1226.00 feet, a central angle of $13^{\circ}57'24''$ and a long chord of 297.91 feet which bears North $58^{\circ}16'39''$ West, to the point of tangency;

thence continuing along said right-of-way line North $51^{\circ}17'57''$ West, 1.21 feet;

thence leaving said right-of-way line South 38°39'55" West, 873.83 feet to the northeasterly corner of that parcel of land described in that Warranty Deed Recorded as Instrument Number 7643662, Records of Ada County;

thence along the boundary line of said parcel the following courses and distances;

North 51°20'05" West, 456.74 feet (formerly described as North 51°37' East);

thence North 43°17'35" West, 135.74 feet (formerly described as North 43°34'30" West);

thence North 59°51'05" West, 92.78 feet (formerly described as North 60°08' West);

thence South 38°50'01" West, 914.32 feet (formerly described as South 38°33' West);

thence South 71°41'50" East, 242.56 feet (formerly described as South 71°58'45" East);

thence North 89°06'25" East, 129.82 feet (formerly described as North 88°49'30" East);

thence South 69°25'15" East, 111.53 feet (formerly described as South 69°42'10" East);

thence leaving the said boundary line South 47°24'36" West, 540.93 feet to a point on the northerly boundary line of that parcel of land described in that Ada County Tax Deed recorded as Instrument Number 7708952, Records of Ada County;

thence along said northerly boundary line the following courses and distances;

North 51°37'25" West, 416.80 feet;

thence North 51°37'25" West, 164.15 feet;

thence North 65°23'25" West, 81.60 feet;

thence South 29°55'35" West, 94.60 feet;

thence North 47°40'25" West, 79.60 feet;

thence South 33°10'16" West, 74.52 feet to a point on the northerly mean high water line of the Boise River;

thence leaving said northerly boundary line and along the northerly mean high water line of the Boise River the following courses and distances;

South 89°07'10" West, 95.62 feet;
thence North 66°34'48" West, 151.83 feet;
thence North 63°21'03" West, 283.95 feet;
thence North 81°57'25" West, 29.05 feet;
thence North 84°05'27" West, 137.56 feet;
thence South 83°54'18" West, 201.44 feet;
thence South 81°46'46" West, 327.06 feet;
thence North 85°00'10" West, 290.65 feet;
thence North 73°30'40" West, 157.48 feet;
thence North 56°57'50" West, 178.96 feet;
thence North 47°21'15" West, 190.62 feet;
thence North 36°38'05" West, 400.82 feet;
thence North 32°16'03" West, 171.01 feet;
thence North 27°50'38" West, 88.54 feet;
thence North 33°09'57" West, 207.74 feet;
thence North 43°19'22" West, 86.24 feet;
thence North 28°28'00" West, 50.35 feet;
thence North 26°16'29" East, 26.61 feet;
thence North 11°01'36" West, 126.73;
thence North 26°42'22" West, 143.78 feet;
thence North 51°23'40" West, 298.34 feet;

thence North 29°51'00" West, 319.07 feet;
thence North 15°22'23" West, 109.33 feet;
thence North 13°31'39" East, 93.53 feet;
thence North 05°06'39" East, 237.01 feet;
thence North 15°09'13" West, 177.42 feet;
thence North 80°09'11" West, 70.03 feet;
thence North 47°01'28" West, 349.12 feet;
thence North 54°21'53" West, 71.40 feet;
thence North 55°32'34" West, 367.84 feet;
thence North 75°17'00" West, 132.39 feet;
thence North 69°08'03" West, 92.50 feet;
thence North 82°45'14" West, 59.48 feet;

thence North 49°01'03" West, 9.15 feet to an angle point on the boundary line described in that Disclaimer of Interest Deed recorded as Instrument Number 8750962, Records of Ada County, Idaho;

thence continuing along said mean high water line and along the southerly boundary line of said Disclaimer of Interest Deed the following courses and distances;

North 68°16'15" West, 317.37 feet (formerly described as North 68°32'24" West);

thence South 86°06'39" West, 455.06 feet (formerly described as South 85°51'30" West);

thence South 62°29'58" West, 782.92 feet (formerly described as South 62°14'49" West);

thence North 86°22'28" West, 166.87 feet (formerly described as North 86°37'37" West);

thence North 76°06'04" West, 124.97 feet (formerly described as North 76°21'13" West);

thence North 51°30'53" West, 88.59 feet (formerly described as North 51°46'02" West);

thence North 24°18'00" West, 240.04 feet (formerly described as North 24°33'09" West);

thence North 05°04'05" East, 381.58 feet (formerly described as North 04°48'56" East);

thence North 32°36'46" West, 193.50 feet (formerly described as North 32°51'55" West);

thence North 13°22'49" West, 207.28 feet (formerly described as North 13°37'58" West);

thence North 34°00'37" West, 240.13 feet (formerly described as North 34°15'46" West);

thence North 20°22'29" West, 316.77 feet (formerly described as North 20°37'38" West);

thence North 40°25'53" West, 206.20 feet (formerly described as North 40°41'02" West);

thence North 57°32'13" West, 400.74 feet (formerly described as North 57°47'22" West);

thence North 79°42'59" West, 285.40 feet (formerly described as North 79°58'08" West);

thence North 74°07'58" West, 467.90 feet (formerly described as North 74°23'02" West);

thence leaving said southerly boundary line of said Disclaimer of Interest Deed and said northerly mean high water line South 34°15'03" West, 155.38 feet to an angle point in Ivan Harris Survey, recorded as Record of Survey Number 1126, Records of Ada County, Idaho;

thence along the northerly line of said survey North 63°08'10" West, 276.86 feet;

thence continuing along said northerly line North 41°02'24" West, 209.01 feet;

thence continuing along said northerly line and the northerly boundary line of Spring Meadow No. 2, Phase B as filed in Book 57 of Plats at Page 5384, Records of Ada County, Idaho, North 33°07'01" West, 754.96 feet;

thence continuing along the northerly boundary line of said Spring Meadow No. 2, Phase B, North 22°37'55" West, 245.89 feet;

thence leaving said northerly boundary line North 39°23'36" East, 500.68 feet;

thence South 49°03'39" East, 346.14 feet (formerly described as South 49°19'06" East);

thence South 64°49'40" East, 293.59 feet (formerly described as South 65°05'07", East, 293.97 feet) to a point on the boundary line contained in said Disclaimer of Interest Deed, Instrument Number 8750962;

thence along said boundary line the following courses and distances;

North 40°48'16" East, 1.45 feet (formerly described as North 40°33'07" East);

thence South 89°36'57" East, 78.51 feet (formerly described as South 89°52'06" East);

thence North 14°02'27" East, 15.07 feet (formerly described as North 13°47'18" East) to a point on the southerly right-of-way line of the Oregon Short Line Railroad, said point being 25.00 feet southerly of centerline Station 1241+44.13 and on a curve to the left;

thence along said southerly right-of-way line and said curve 177.50 feet, said curve having a radius of 1194.30 feet, a central angle of 8°30'56" and a long chord of 177.34 feet which bears South 80°13'01" East to centerline P.C.S. Station 1243+17.92;

thence leaving said boundary line described in said Disclaimer of Interest and said right-of-way line North 75°00'33" East, 668.07 feet to a point on the northwesterly right-of-way line of Barber Road, said point also being the beginning of a curve to the left;

thence along said northwesterly right-of-way line the following courses and distances;

along said curve 194.65 feet, said curve having a radius of 675.00 feet, a central angle of 16°31'20" and a long chord of 193.98 feet which bears North 66°44'53" East, to the point of tangency;

thence North 58°29'13" East, 62.14 feet to the beginning of a curve right;

thence along said curve 74.47 feet, said curve having a radius of 1025.00 feet, a central angle of 4°09'46" and a long chord of 74.45 feet which bears North 60°34'06" East to the point of tangency;

thence North 62°38'59" East, 174.60 feet to the beginning of a curve to the right;

thence along said curve 15.51 feet, said curve having a radius of 725.00 feet, a central angle of 1°13'31" and a long chord of 15.51 feet which bears North 63°15'45" East;

thence leaving said northwesterly right-of-way line and said curve North 13°18'05" West, 62.72 feet (formerly described as North 12°57' West);

thence North 51°35'00" East, 51.65 feet (formerly described as North 51°37' East);

thence North 39°17'00" East, 96.00 feet (formerly described as North 39°19' East);

thence South 28°34'00" East, 59.35 feet (formerly described as South 28°32' East);

thence South 42°26'00" East, 77.27 feet (formerly described as South 42°24'00" East) to a point on the northerly right-of-way line of Barber Road;

thence along said northerly right-of-way line North 76°16'20" East, 39.87 feet to the beginning of a curve to the right;

thence continuing along said right-of-way line and along said curve 207.36 feet, said curve having a radius of 1625.00 feet a central angle of 7°18'41" and a long chord of 207.22 feet which bears North 79°55'41" East to a point on the easterly boundary line of Government Lot 4 of said Section 19;

thence leaving said right-of-way line and said curve South 00°18'00" West, 451.80 feet along the East boundary line of said Government Lot 4 to the southeast corner of said Government Lot 4;

thence along the South boundary line of the NW1/4 of the SE1/4 of said Section 19 South 88°16'44" East, 1322.55 feet to the SE1/16 corner of said Section 19;

thence along the East boundary line of the NW1/4 of the SE1/4 of Section 19 North 00°20'53" East, 636.76 feet to a point on the northerly right-of-way line of Barber Road;

thence along said right-of-way line North 84°06'30" East, 1330.75 feet to a point on the West boundary line of said Section 20;

thence leaving said right-of-way line North 00°23'48" East, 509.10 feet along said West boundary line to the Point of Beginning.

EXCEPTING THEREFROM:

DESCRIPTION FOR
EXCEPTION PARCEL 1

A parcel of land being all of Golden Dawn Mobile Home Subdivision Unit No. 1, as filed in Book 22 of Plats at Page 1418, Records of Ada County, Idaho, all of Golden Dawn Mobile Home Subdivision Unit No. 2, as filed in book 24 of Plats at Page 1526, Records of Ada County, Idaho, all of Golden Dawn Mobile Home Subdivision Unit No. 3, as filed in Book 33 of Plats at Page 2036, Records of Ada County, Idaho, all of Barberton Subdivision No. 1, as filed in Book 44 of Plats at Page 3617, Records of Ada County, Idaho, all of Barberton Subdivision No. 2 as filed in Book 50 of Plats at Page 4080 Records of Ada County, Idaho and a portion of the E1/2 of the NW1/4 of Section 28, T. 3N., R.3E., B.M., located in the NW1/4 of the SE1/4 and the NE1/4 of Section 29, T.3N., R.3E., B.M., and the E1/2 of the NW1/4 of Section 28, T.3N., R.3E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to said Sections 28 and 29 from which the northwest corner of said Section 28 bears North 00°05'18" West, 2613.06 feet;

thence South 42°13'06" West, 338.47 feet (formerly described as South 41°54'24" West) to the northeasterly corner of said Golden Dawn Mobile Home Subdivision Unit No. 1, said point being the **REAL POINT OF BEGINNING**;

thence along the southeasterly boundary line of said Golden Dawn Mobile Home Subdivision Unit No. 1, South 38°45'32" West, 231.49 feet (formerly described as South 38°26'50" West) to a point on the northerly right-of-way line of Idaho State Highway No. 21;

thence along said right-of-way line North 51°18'18" West, 990.01 feet (formerly described as North 51°37' West);

thence leaving said right-of-way line and along the northwesterly boundary line of said Golden Dawn Mobile Home Subdivision Units No. 1, No. 2 and No. 3 and said Barberton Subdivision No. 1 and the extension thereof North 38°45'32" East, 1976.31 feet (formerly described as North 38°26'50" East) to a point on that parcel of land described in that Warranty Deed recorded as Instrument Number 7635800, Records of Ada County, Idaho;

thence along said parcel the following four (4) courses and distances;

North 53°39'18" West, 60.00 feet (formerly described as North 53°58' West);

thence North 38°54'42" East, 434.00 feet (formerly described as North 38°36' East);

thence South 51°05'18" East, 196.00 feet (formerly described as South 51°24' East);

thence South 38°54'42" West, 332.50 feet (formerly described as South 38°36' West, 338.54 feet) to a point on that parcel of land described in that Warranty Deed filed as Instrument Number 8751249 Records of Ada County, Idaho;

thence along said parcel of land described in said Warranty Deed, Instrument Number 8751249, the following four (4) courses and distances;

South 51°14'28" East, 1343.93 feet (formerly described as South 51°24' East, 1485.50 feet) to a point on the North-South centerline of the NW1/4 of said Section 28;

thence along said North-South centerline South 00°00'58" West, 847.38 feet (formerly described as South 00°03' East, 845.50 feet)

thence along a line parallel with and 25.00 feet northerly of the centerline of the Penitentiary Canal North 64°50'30" West, 791.82 feet (formerly described as 794.40 feet) to a point on the southeasterly boundary line of said Barberton Subdivision No. 2;

thence along said southeasterly boundary line and the extension thereof South 85°05'58" West, 346.86 feet (formerly described as South 84°56'30" West) to a point on the southeasterly boundary line of said Golden Dawn Mobile Home Subdivision Unit No. 3;

thence along the southeasterly boundary line of said Golden Dawn Mobile Home Subdivision Units No. 3 and No. 2 South 38°45'32" West, 755.59 feet (formerly described as South 38°26'50" West) to the REAL POINT OF BEGINNING, containing 63.64 acres more or less;

DESCRIPTION FOR EXCEPTION PARCEL 2

A parcel of land located in the SW1/4 of the SE1/4 of Section 20, T.3N., R.3E., B.M., Ada County, Idaho, more particularly described as follows;

Beginning at the S1/4 of said Section 20 from which the southeast corner of said Section 20 bears South 89°14'22" East, 2643.00 feet;

thence along the North-South centerline of said Section 20 North $00^{\circ}11'22''$ West, 595.44 feet (formerly described as North, 592.5 feet);

thence leaving said North-South centerline South $49^{\circ}26'35''$ East, 272.40 feet (formerly described as South $49^{\circ}15'$ East)

thence South $69^{\circ}21'35''$ East, 624.40 feet (formerly described as South $67^{\circ}10'$ East);

thence South $62^{\circ}17'37''$ East, 210.80 feet (formerly described as South $60^{\circ}17'$ East) to a point on the West bank of the Penitentiary Canal;

thence along said West bank South $16^{\circ}16'00''$ West, 115.50 feet;

thence leaving said West bank North $89^{\circ}21'09''$ West, 943.65 feet (formerly described as West, 950.00 feet) to the Point of Beginning, containing 7.25 acres more or less;

DESCRIPTION FOR EXCEPTION PARCEL 3

A parcel of land located in the SE1/4 of Section 19 and the NE1/4 of Section 30, T.3N., R.3E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the southeast corner of said Section 19;

thence along the South boundary line of said Section 19 North $88^{\circ}37'31''$ West, 420.03 feet to a point on the southerly right-of-way line of the Union Pacific Railroad;

thence along said right-of-way line North $63^{\circ}59'57''$ West, 193.78 feet to the **REAL POINT OF BEGINNING**;

thence leaving said right-of-way line South $26^{\circ}00'03''$ West, 450.00 feet (formerly described as South $25^{\circ}32'$ West);

thence North $63^{\circ}59'57''$ West, 544.63 feet (formerly described as North $64^{\circ}28'$ West);

thence North $26^{\circ}00'03''$ East, 25.00 feet (formerly described as North $25^{\circ}32'$ East);

thence South $63^{\circ}59'57''$ East, 35.00 feet (formerly described as South $64^{\circ}28'$ East.);

thence North $26^{\circ}00'03''$ East, 169.00 feet (formerly described as North $25^{\circ}32'$ East);

thence North $63^{\circ}59'57''$ West, 170.16 feet (formerly described as North $64^{\circ}28'$ West);

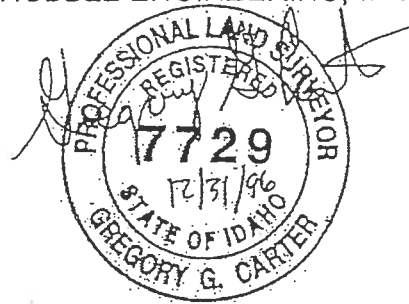
thence North 26°00'03" East, 256.00 feet (formerly described as North 25°32') to a point on the said southerly right-of-way line of the Union Pacific Rail Road;

thence along said right-of-way line South 63°59'57" East, 679.79 feet (formerly described as South 64°28' East) to the Real Point of Beginning, containing 6.285 acres more or less.

The net area to be annexed is 1765.285 acres, more or less.

This description was written from a compilation of public records and was not verified with a survey on the ground by Hubble Engineering, Inc.

Prepared by:
HUBBLE ENGINEERING, INC.



GGC/w/1135.des

Gregory G. Carter, P.L.S.

Project No. 01-017-01

Date: 12-17-2001

HARRIS RANCH EAST 163 ACRES

LEGAL DESCRIPTION

A parcel of land lying in a portion of the S 1/2 of the SE 1/4 of Section 28, the E 1/2 of the NE 1/4 of Section 33, and the SW 1/4 of the NW 1/4 of Section 34, all in T. 3 N., R. 3 E., B.M., Ada County, Idaho, more particularly described as follows:

BEGINNING at the section corner common to Sections 27, 28, 33 and 34 of said T. 3 N., R. 3 E., (from which point the 1/4 Section corner common to said Sections 28 and 33 bears North 89°03'30" West, 2644.12 feet distant);

Thence from said section corner South 00°38'45" West on the Section line common to said Sections 33 and 34, 1319.22 feet to the North 1/16th section corner common to said Sections 33 and 34;

Thence South 89°28'19" East, 1185.90 feet on the northerly boundary of said SW 1/4 of the NW 1/4;

Thence South 0°38'38" East, 1313.95 feet to a point on the southerly boundary of said SW 1/4 of the NW 1/4;

Thence North 89°43'59" West, 1215.50 feet on the southerly boundary of said SW 1/4 of the NW 1/4 to the 1/4 section corner common to said Sections 33 and 34;

Thence North 0°38'45" East, 25.00 feet on the section line common to said Sections 33 and 34, to the southeast corner of Lot 2, Block 1 of Crows Landing Subdivision, as same is shown on the Plat thereof recorded in Book 63 of Plats at Page 6366 of Ada County records;

Thence North 89°27'45" West, 1062.43 feet on the northerly right-of-way line of East Highland Valley Road to a point of curve;

Thence 39.70 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90°59'30" and a chord distance of 35.66 feet which bears North 43°58'00" West, to a point on the easterly right-of-way line of East Warm Springs Avenue;

Thence on the easterly right-of-way line of East Warm Springs Avenue for the following 3 courses and distances:

North $1^{\circ}31'45''$ East, 123.71 feet;

Thence North $88^{\circ}28'15''$ West, 10.00 feet;

Thence North $1^{\circ}31'45''$ East, 821.73 feet;

Thence leaving said right-of-way South $89^{\circ}15'40''$ East, 414.54 feet;

Thence North $1^{\circ}31'45''$ East, 327.12 feet to a point on the northerly boundary of said SE 1/4 of the NE 1/4 of Section 33;

Thence North $89^{\circ}15'40''$ West on the southerly boundary of the NE 1/4 of the NE 1/4 of said Section 33, 451.87 feet to a point on a curve on the easterly right-of-way line of East Warm Springs Avenue (Old State Highway 21), (from which point the northeast 1/16th section corner of said Section 33 bears North $89^{\circ}15'40''$ West, 209.88 feet distant);

Thence 476.69 feet on the arc of a curve to the left, on said easterly right-of-way line of Warm Springs Avenue, said curve having a radius of 1116.47 feet, a central angle of $24^{\circ}27'47''$ and a chord distance of 473.08 feet which bears North $25^{\circ}33'37''$ West, to the southeast corner of Riverland Terrace Subdivision, as same is shown on the plat thereof recorded in Book 40 of Plats at Page 3343, of Ada County Records;

Thence North $00^{\circ}46'36''$ East on the easterly boundary of said Riverland Terrace Subdivision, which is also the westerly boundary of the NE 1/4 of the NE 1/4 of said Section 33, 899.79 feet, (formerly described as North $00^{\circ}25'44''$ East, 899.74 feet) to the East 1/16th section corner common to said Sections 28 and 33, said point also being the northeast corner of said Riverland Terrace Subdivision;

Thence North $89^{\circ}03'30''$ West on the Section line common to said Sections 28 and 33, which is also the northerly boundary of said Riverland Terrace Subdivision, 1322.06 feet (formerly described as North $89^{\circ}24'38''$ West) to the 1/4 section corner common to said Sections 28 and 33;

Thence North $00^{\circ}07'52''$ East on the north-south mid-section line of said Section 28, 1283.33 feet to the center-south 1/16th section corner of said Section 28, (from which point the center 1/4 corner of said Section 28 bears North $00^{\circ}07'52''$ East, 1283.34 feet distant);

Thence South $89^{\circ}19'11''$ East on the northerly boundary of the SW 1/4 of the SE 1/4 of said Section 28, 1326.80 feet to the southeast 1/16th section corner of said Section 28;

Thence South 00°20'41" West on the easterly boundary of the SW 1/4 of the SE 1/4 of said Section 28, 644.66 feet to the northwest corner of the S 1/2 of the SE 1/4 of the SE 1/4 of said Section 28;

Thence South 89°11'22" East on the northerly boundary of the S 1/2 of the SE 1/4 of the SE 1/4 of said Section 28, 1324.43 feet to the northeast corner of the S 1/2 of the SE 1/4 of the SE 1/4 of said Section 28, (from which point the 1/4 section corner common to said Sections 27 and 28 bears North 00°33'23" East, 1943.00 feet distant);

Thence from said northeast corner South 00°33'23" West, on the section line common to said Sections 27 and 28, 647.67 feet to the point of beginning. Containing 163.19 acres more or less.

PREPARED BY:
Engineering NorthWest, LLC



James R. Washburn, PLS

Project No. 01-015-01

Date: May 16, 2001

**HARRIS RANCH 100 ACRES
DESCRIPTION**

A parcel of land lying in the S 1/2 of the SE 1/4 of Section 28, and the NE 1/4 of the NE 1/4 of Section 33, all in T. 3 N., R. 3 E., B., M., Ada County, Idaho, more particularly described as follows:

BEGINNING at the section corner common to Sections 27, 28, 33 and 34 of said T. 3 N., R. 3 E., (from which point the 1/4 Section corner common to said Sections 28 and 33 bears North 89°03'30" West, 2644.12 feet distant);

Thence from said section corner South 00°38'45" West on the Section line common to said Sections 33 and 34, 1319.22 feet to the North 1/16th section corner common to said Sections 33 and 34;

Thence North 89°15'40" West on the southerly boundary of the NE 1/4 of the NE 1/4 of said Section 33, 1115.19 feet to a point on a curve on the easterly right-of-way line of Warm Springs Avenue (Old State Highway 21), (from which point the northeast 1/16th section corner of said Section 33 bears North 89°15'40" West, 209.88 feet distant);

Thence 476.69 feet on the arc of a curve to the left, on said easterly right-of-way line of Warm Springs Avenue, said curve having a radius of 1116.47 feet, a central angle of 24°27'47" and a chord distance of 473.08 feet which bears North 25°33'37" West, to the southeast corner of Riverland Terrace Subdivision, as same is shown on the plat thereof recorded in Book 40 of Plats at Page 3343, of Ada County Records;

Thence North 00°46'36" East on the easterly boundary of said Riverland Terrace Subdivision, which is also the westerly boundary of the NE 1/4 of the NE 1/4 of said Section 33, 899.79 feet, (formerly described as North 00°25'44" East, 899.74 feet) to the East 1/16th section corner common to said Sections 28 and 33, said point also being the northeast corner of said Riverland Terrace Subdivision;

Thence North 89°03'30" West on the Section line common to said Sections 28 and 33, which is also the northerly boundary of said Riverland Terrace Subdivision, 930.88 feet (formerly described as North 89°24'38" West) to a point on the easterly right-of-way line of Warm Springs Avenue (Old State Highway 21), (from which point the 1/4 section corner common to said Sections 28 and 33 bears North 89°03'30" West, 391.18 feet distant);

Thence North 45°45'41" West on said easterly right-of-way line of Warm Springs Avenue, 544.74 feet to a point on the north-south mid-section line of said Section 28 (from which the 1/4 section corner common to said Sections 28 and 33 bears South 0°07'52" West, 373.61 feet distant);

Thence North 00°07'52" East on the north-south mid-section line of said Section 28, 909.72 feet to the center-south 1/16th section corner of said Section 28, (from which point the center ¼ corner of said Section 28 bears North 00°07'52" East, 1283.34 feet distant);

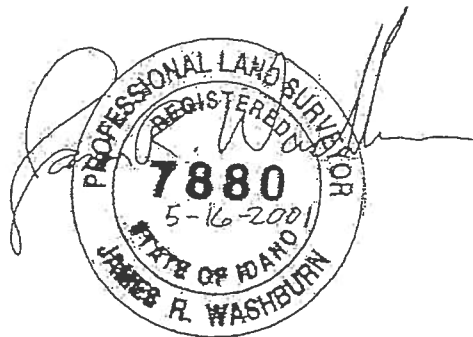
Thence South 89°19'11" East on the northerly boundary of the SW 1/4 of the SE 1/4 of said Section 28, 1326.80 feet to the southeast 1/16th section corner of said Section 28;

Thence South 00°20'41" West on the easterly boundary of the SW 1/4 of the SE 1/4 of said Section 28, 644.66 feet to the northwest corner of the S 1/2 of the SE 1/4 of the SE 1/4 of said Section 28;

Thence South 89°11'22" East on the northerly boundary of the S 1/2 of the SE 1/4 of the SE 1/4 of said Section 28, 1324.43 feet to the northeast corner of the S 1/2 of the SE 1/4 of the SE 1/4 of said Section 28, (from which point the 1/4 section corner common to said Sections 28 and 27 bears North 00°33'23" East, 1943.00 feet distant);

Thence South 00°33'23" West, on the section line common to said Sections 28 and 27, 647.67 feet to the point of beginning. Containing 96.01 acres more or less.

PREPARED BY:
Engineering NorthWest, LLC



James R. Washburn, PLS

Project No. 01-015-01

Date: June 7, 2001

HARRIS RANCH 100 ACRES
NORTH TRIANGLE PARCEL
SOUTH OF WARM SPRINGS AVENUE

A parcel of land lying in the SW 1/4 of the SW 1/4 of the SE 1/4 of Section 28, T. 3 N., R. 3 E., B.M., Ada County, Idaho, more particularly described as follows:

BEGINNING at the 1/4 section corner common to Sections 28 and 33 of said T. 3 N., R. 3 E.;

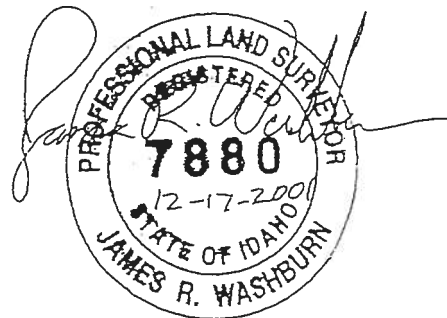
Thence North 00°07'52" East on the north-south mid-section line of said Section 28, 262.19 feet to a point on the southerly right-of-way line of Warm Springs Avenue (Old State Highway 21) as same is described in that Deed, Instrument Number 147927 of Ada County Records, said point being 40.00 feet southwesterly of the centerline of said Warm Springs Avenue;

Thence South 45°45'41" East on said southerly right-of-way line of Warm Springs Avenue, said line being parallel to and 40.00 feet southwesterly of the centerline of said Warm Springs Avenue, 382.29 feet to a point on the southerly boundary line of said SE 1/4 of Section 28;

Thence North 89°03'31" West, 274.52 feet on the southerly boundary line of said SE 1/4 of Section 28 to the real point of beginning. Containing 0.83 acres more or less.

Subject to any additional right-of-way of State Highway 21 (Warm Springs Avenue), any right-of-way of the Intermountain Railway Company, and any right-of-way of the Penitentiary Canal.




PREPARED BY:
Engineering North West, LLC



James R. Washburn, PLS

Exhibit "B"
Depiction of Project
(See attached)

PROPOSED EAST PARKCENTER BLVD EXTENTION

-  ACHD Right-of-Way
-  Proposed 4 Lane Road
-  Support Easements
Drainage Easements
Slope Protection
Bike Lanes
Pedestrian Path

3N3E19

2003 Aerial Photo



1 inch equals 300 feet



Map created by DRausch
Thursday, July 28, 2005

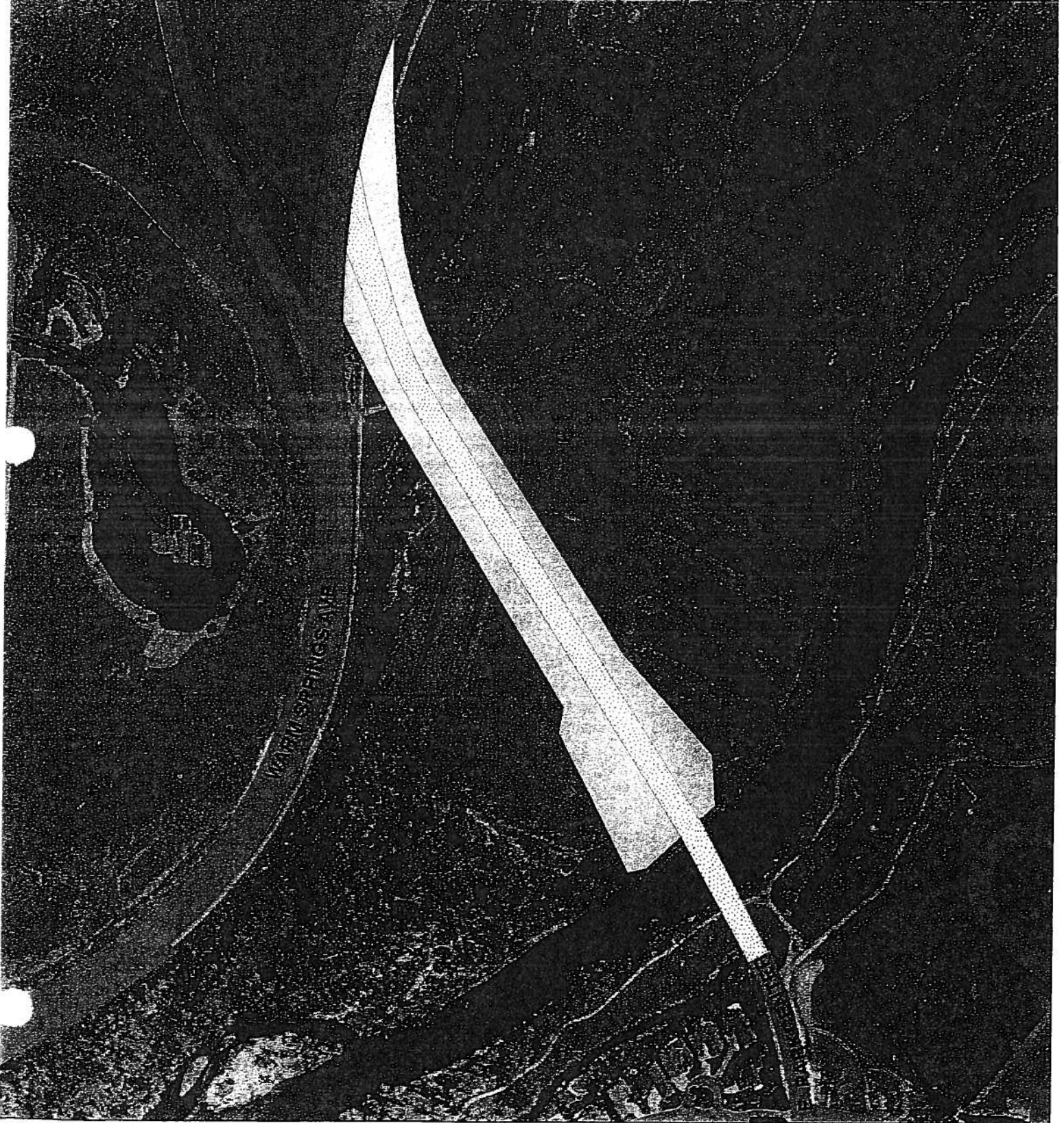


Exhibit "C"

ACHD 2006-2010 Five Year Work Plan

(See attached)

EXTENDED
EDITION

Ada County Highway District

2006-2010

Five-Year



Work Program

ADOPTED DECEMBER 22, 2004

Note: This Extended Edition of the adopted 2006-2010 Five-Year Work Program contains detailed information on ACHD projects and programs. For the condensed version, which includes vicinity maps for most projects, please visit the ACHD Web site at www.achd.ada.id.us.

John S. Franden - President
David E. Wynkoop - 1st Vice President
Susan S. Eastlake - 2nd Vice President
Sherry R. Huber - Commissioner
David Bivens - Commissioner

Schweitzer, Director

Ada County Highway District
3775 North Adams Street
Garden City, Idaho 83714-6499
Phone (208) 387-6100
Fax (208) 387-6391



2006-2010 Five-Year Work Program

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SECTION 1: Introduction to the Five-Year Work Program

- 1-2 What is the Five-Year Work Program?
- 1-2 How is the Five-Year Work Program Developed?
- 1-3 Major Issues Addressed in the Five-Year Work Program
- 1-6 How is the Five-Year Work Program Organized?
- 1-6 Reading the Five-Year Work Program
- 1-7 Table 1: Five-Year Work Program Revenues vs. Expenditures
- 1-8 Common Acronyms and Abbreviations

SECTION 2: Project Information

Note: See Section 2 Table of Contents for complete list of projects.

- 2-1 Roadway Program
- 2-17 Intersection Program
- 2-26 Bridge Program
- 2-30 Traffic Program
- 2-34 Roadway Drainage Program
- 2-37 Maintenance Program
- 2-43 Miscellaneous Projects
- 2-44 Cooperative Program
- 2-48 Community Program

SECTION 3: Appendix

- 3-1 Coordination with Idaho Transportation Department
- 3-1 Major Capital Studies
- 3-3 Projected Major Development-Led Projects
- 3-3 ACHD Commission District Information
- 3-4 ACHD Commission District Map

- 30th Street Extension, Main to Rose*
- East ParkCenter Bridge
- Fairview & Cloverdale intersection*
- Five Mile, Fairview to Ustick
- Floating Feather, Eagle Rd to Edgewood
- Franklin & Allumbaugh intersection
- Franklin & Liberty intersection
- Hill Road Extension, State Hwy 55 to State St.*
- Ustick & Linder intersection*

◆ **Collector Projects:** As of 2003, projects along collectors are no longer eligible for impact fee funding as a result of policy changes, yet ACHD recognizes the vital role collectors play within a regional transportation system even though they may not be the highest ranking projects. In previous FYWPs, ACHD has allocated roughly \$750,000 per year to collector projects when compared to arterial needs. ACHD is examining a prioritization methodology to analyze these projects separately from arterial projects. This amount has been honored through the programming of the following projects:

- **Adams St, Veterans Parkway to Chinden via 37th/Clay/36th:** This top priority for Garden City will complete the Adams corridor from the Western Idaho Fairgrounds to Chinden Boulevard where it intersects 36th & Orchard.
- **Highland St, Broadway to ParkCenter via Mallard:** This project will add curb gutter and sidewalks to this collector roadway that connects two principal arterials—Broadway Ave. (US 20/26) and ParkCenter Blvd. It is programmed for construction in 2006. Previous rankings have shown this project as a low priority, however, when ranked only among collectors it is in the top-3 in that category. It has been listed in the FYWP since 1999.
- **Hill Road Extension, State Hwy 55 to State Street:** This project will complete the connection of Hill Road from Boise to Eagle. Portions west of Edgewood will be constructed by development with the rest slated for construction in 2009.

Major Project Changes

- ◆ **Eagle Road, Victory to Ridenbaugh Canal; Victory & Eagle intersection; Victory and Cloverdale intersection:** These three projects were programmed for construction in 2006 but have been reprogrammed for 2007 to avoid potential conflicts with 2006 construction on Overland, from Topaz to Five Mile.
- ◆ **Locust Grove, Franklin to Fairview:** Construction was reprogrammed to 2006 from 2007 to correspond with construction of the Locust Grove Overpass now that advance-construct Federal funding has been identified for the Overpass in 2006.
- ◆ **Five Mile, Franklin to Fairview:** Due to changes in the Federal Aid program and time needed to acquire right-of-way, construction was moved from 2007 to 2008.
- ◆ **Roadway Drainage Projects:** ACHD has reexamined all of the roadway drainage projects included in the FYWP. Many of them have been deferred until adjacent roadway projects are needed. The **Brookhollow Storm Drain** and **Vista Regional Storm Drain** (right-of-way purchase only) are the only roadway drainage projects with funding programmed in the FYWP.
- ◆ **Ustick, Five Mile to Cole:** ACHD has determined that a cross-section of 82-feet instead of the standard 96-feet is most appropriate for this section of roadway based on the desire to maintain the context of the surrounding neighborhood and minimize utility impacts.

Table 1: Five-Year Work Program Revenues vs. Expenditures

	Expenditures						
	Prof Services	Right-of-Way	Construction	Construction Engineering	Utilities	Traffic Material	Programmed Expenses
2006	(\$4,380,000)	(\$12,360,000)	(\$13,140,000)	(\$350,000)	(\$110,000)	(\$900,000)	(\$31,240,000)
2007	(\$1,010,000)	(\$8,200,000)	(\$22,020,000)	(\$310,000)	(\$260,000)	(\$1,120,000)	(\$32,920,000)
2008	(\$1,350,000)	(\$7,960,000)	(\$18,380,000)	(\$350,000)	(\$190,000)	(\$1,490,000)	(\$29,720,000)
2009	(\$2,040,000)	(\$5,600,000)	(\$20,630,000)	(\$470,000)	(\$290,000)	(\$1,100,000)	(\$30,130,000)
2010	(\$1,140,000)	(\$5,650,000)	(\$19,250,000)	(\$270,000)	(\$910,000)	(\$820,000)	(\$28,040,000)
Sub Total	(\$9,920,000)	(\$39,770,000)	(\$93,420,000)	(\$1,750,000)	(\$1,760,000)	(\$5,430,000)	(\$152,050,000)
PD	(\$6,180,000)	(\$8,380,000)	(\$30,890,000)	(\$730,000)	(\$110,000)	(\$1,600,000)	(\$47,890,000)
Sub Total	(\$6,180,000)	(\$8,380,000)	(\$30,890,000)	(\$730,000)	(\$110,000)	(\$1,600,000)	(\$47,890,000)
Program Totals	(\$16,100,000)	(\$48,150,000)	\$124,310,000	(\$2,480,000)	(\$1,870,000)	(\$7,030,000)	(\$199,940,000)

	Revenue			Difference	Funding
	Revenue	Reimbursements	Total Revenue	Revenue Minus Programmed Expenses	Outside Funding
2006	\$26,010,000	\$3,230,000	\$29,240,000	(\$2,000,000)	\$9,310,000
2007	\$26,180,000	\$4,800,000	\$30,970,000	(\$1,950,000)	\$8,780,000
2008	\$26,260,000	\$1,540,000	\$27,790,000	(\$1,930,000)	\$6,830,000
2009	\$26,220,000	\$1,900,000	\$28,130,000	(\$2,000,000)	\$6,750,000
2010	\$26,050,000		\$26,050,000	(\$1,990,000)	\$7,110,000
PD	\$42,700,000	\$1,950,000	\$44,640,000	(\$3,250,000)	\$9,200,000
	\$173,420,000	\$13,420,000	\$186,820,000	(\$13,120,000)	\$47,980,000

Notes:

1. Programmed Expenses = (Prof Services) + (Right-of-Way) + (Construction) + (Construction Engineering) + (Utilities) + (Traffic Matl)
2. Total Revenue = (Projected Revenue) + (Total Reimbursements)
3. Difference = (Total Revenue) - (Programmed Expenditures)
4. PD = about two years of projects
5. Years beyond the first are inflated 2.5% per annum (only on this Summary Sheet) for Programmed Expenditure Total and Total Reimbursements.
6. Target for each year's Difference column is - \$2.0 million
7. All figures are rounded to the nearest \$10,000.

SECTION 2: Project Information

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Note: Priorities are included for Roadway Program projects, where applicable. The East ParkCenter Bridge (listed under the Bridge Program) has been prioritized within the Roadway Program.

Page No.		GIS #	Priority #
ROADWAY PROGRAM			
Arterial Roadway Projects			
2-1	30th Street Extension, Main / Rose	RD202-09	12
2-1	36th Street Extension, Cartwright / Bogus Basin Rd	RD202-04	30
2-1	36th Street, Hill Rd / Cartwright Rd	RD307	22
2-2	Cloverdale Rd, Fairview Ave / Ustick Rd	RC0087	17
2-2	Cloverdale Rd, Franklin / Fairview	RD202-14	21
2-2	Eagle Rd, Victory Rd / Ridenbaugh Canal	RD203-07	26
2-3	Fairview Ave Pavement Rehab #2 (Cole / Milwaukee)	RD200-02b	
2-3	Fairview Ave, Cloverdale Rd / Five Mile Rd	RC0127	31
2-3	Fairview Ave, Eagle Rd / Cloverdale Rd	RC0130	25
2-3	Fairview Ave, Five Mile Rd / Maple Grove Rd	RC0131	20
2-4	Fairview Ave, Locust Grove Rd / Eagle Rd	RC0133	24
2-4	Fairview Ave, Meridian Rd / Locust Grove Rd	RC0135	32
2-4	Five Mile Rd, Franklin Rd / Fairview Ave	F038	1
2-5	Five Mile Rd, Fairview Ave / Ustick Rd	RD195a	11
2-5	Floating Feather Rd, Eagle Rd / Edgewood Dr	RD257	33
2-5	Franklin Rd, Touchmark Rd / Five Mile Rd	RD282	2
2-6	Franklin Rd, Black Cat Rd / Ten Mile Rd	RC0152	28
2-6	Franklin Rd, Ten Mile Rd / Linder Rd	RC0165	16
2-6	Linder Rd, Franklin Rd / Ustick	RD077	19
2-7	Locust Grove Rd, Franklin Rd / Fairview Ave	RD054	13
2-7	Locust Grove Rd, Overland Rd / Franklin Rd Overpass	F201-01	3
2-7	Maple Grove Rd Extension, McMillan Rd / Chinden Blvd	RD066	4
2-8	Maple Grove Rd, Franklin Rd / Fairview Ave	F040	6
2-8	Maple Grove Rd, Fairview Ave / Ustick Rd	RD196a	42
2-8	Maple Grove, Fairview / Goddard	RD222-01	
2-8	Meridian Downtown Transportation Improvements	RD205-01	
2-9	Overland Rd, Cloverdale Rd / Five Mile Rd	RD202-53	8
2-9	Overland Rd, Topaz Ave / Cloverdale Rd	RD072	7
2-9	Overland Rd, Linder Rd / Meridian	RD290	9
2-10	Ten Mile Rd, Franklin Rd / Cherry Lane	RD309	14
2-10	Ten Mile Rd, Cherry Lane / Ustick Rd	RD188	29
2-10	Three Cities River Crossing (Corridor Study)	C202-01	5
2-11	Ustick Rd, Five Mile / Cole Rd	RD222	10
2-11	Ustick Rd, Cloverdale Rd / Five Mile Rd	RD220	27

Page No.		GIS #	Priority #
2-21	Overland Rd and Meridian Rd (SH69)	IN202-01	
2-21	Pine Ave and Linder Rd	IN270	
2-21	SH 44 / State St / Ballantyne Realignment	IN206-01	
2-22	SH 69 (Meridian Rd) and Deer Flat Rd	IN205-10	
2-22	SH 69 (Meridian Rd) and Victory Rd	IN202-03	
2-22	State St and Bogart Lane	IN023a	
2-22	Ten Mile Rd and Franklin Rd	IN203-07	
2-23	Ten Mile Rd and Pine Ave	IN203-08	
2-23	Ustick Rd and Linder Rd	IN202-07	
2-23	Ustick Rd and Milwaukee	IN203-09	
2-23	Victory Rd and Cloverdale Rd	IN271	
2-23	Victory Rd and Eagle Rd	IN277	

Intersection Signalization Projects

2-24	03rd Street and Myrtle - Signalization	IN269	
2-24	Federal Way and Victory	IN205-04	
2-24	Hill Rd and Horseshoe Bend Rd	IN276	
2-24	Legend and McMillian	IN205-01	
2-25	SH 69 (Meridian Rd) and Columbia	IN204-01	

BRIDGE PROGRAM

Major Bridge Projects

2-26	Cloverdale Rd Bridge #344	MA077	
2-26	Cole Rd Bridge #350	MA202-04	
2-26	Desert Ave Bridge #347	MA202-01	
2-26	Fairview Ave #418a & #418aa	MA203-01	
2-27	Liberty St Bridge #409	MA039	
2-27	Old Horseshoe Bend Rd #42a	MA202-05	
2-27	ParkCenter Blvd—East River Crossing	MA203-02	15

Bridge Rehab, Replacement and Rail Projects

2-28	Cloverdale #135	MI204-06	
2-28	King Road Bridge #336	MI70	
2-28	Lake Hazel #304	MI203-35	
2-28	PD Bridge Rehab, Replacement and Rail Program	MIPD	
2-29	Robinson Rd #184, S / O Kuna-Mora	MI34	
2-29	Victory Rd, 1 / 4 mile east of Locust Grove #296	MI203-01	
2-29	Wylie Lane # 93	MI203-34	

TRAFFIC PROGRAM

Traffic Signal Upgrades

2-30	2006 Traffic Signals New & Upgraded	TSU206	
2-30	2007 Traffic Signals New & Upgraded	TSU207	
2-30	2008 Traffic Signals New & Upgraded	TSU208	

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2-40	2009 Federal Aid Overlays	FAO209
2-40	2009 Local Overlay Projects	OV209
2-40	2009 Maintenance Crack Seal	MCS209
2-41	2009 Maintenance Cul-de-Sac	MSL209
2-41	2009 Maintenance Scrub Coat	MO209
2-41	2010 Federal Aid Overlays	FAO210
2-41	2010 Local Overlay Projects	OV210
2-41	2010 Maintenance Crack Seal	MCS210
2-41	2010 Maintenance Cul-de-Sac	MSL210
2-42	2010 Maintenance Scrub Coat	MO210
2-42	PD Federal Aid Overlays	FAOPD
2-42	PD Local Overlay Projects	OVPD
2-42	PD Maintenance Crack Seal	MCSPD
2-42	PD Maintenance Cul-de-Sac	MSLPD
2-42	PD Maintenance Scrub Coat	MOPD

MISCELLANEOUS PROJECTS

Miscellaneous Projects

2-43	ACHD Administration Second Story Addition	MS203-01
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COOPERATIVE PROGRAM

Inspectors Cooperative

2-44	2006 Inspectors Cooperative	IC206
2-44	2007 Inspectors Cooperative	IC207
2-44	2008 Inspectors Cooperative	IC208
2-44	2009 Inspectors Cooperative	IC209
2-44	2010 Inspectors Cooperative	IC210
2-44	PD Inspectors Cooperative	ICPD

Developers Cooperative

2-45	2006 Developers Cooperative Projects	DC206
2-45	2007 Developers Cooperative Projects	DC207
2-45	2008 Developers Cooperative Projects	DC208
2-45	2009 Developers Cooperative Projects	DC209
2-45	2010 Developers Cooperative Projects	DC210
2-45	PD Developers Cooperative Projects	DCPD

State Highway Cooperative

2-46	2006 State Highway Cooperative Projects	SH206
2-46	2007 State Highway Cooperative Projects	SH207
2-46	2008 State Highway Cooperative Projects	SH208
2-46	2009 State Highway Cooperative Projects	SH209
2-46	2010 State Highway Cooperative Projects	SH210
2-47	PD State Highway Cooperative Projects	SHPD

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2-57	2006 School & Pedestrian / Safety Program	SS206
2-57	2007 Bikeway Projects	BK207
2-57	2007 School & Pedestrian / Safety Program	SS207
2-58	2008 Bikeway Projects	BK208
2-58	2008 School & Pedestrian / Safety Program	SS208
2-58	2009 Bikeway Projects	BK209
2-58	2009 School & Pedestrian / Safety Program	SS209
2-58	2010 Bikeway Projects	BK210
2-59	2010 School & Pedestrian / Safety Program	SS210
2-59	PD Bikeway Projects	BKPD
2-59	PD School & Pedestrian / Safety Program	SSPD

Community Program Setaside

2-60	2006 Community Program Setaside	CPS206
2-60	2007 Community Program Setaside	CPS207
2-60	2008 Community Program Setaside	CPS208
2-60	2009 Community Program Setaside	CPS209
2-60	2010 Community Program Setaside	CPS210
2-61	PD Community Program Setaside	CPSPD

Roadway Program: Arterial Roadway Projects

The Roadway Program includes roadway projects funded by ACHD.
These projects are on arterials, collectors and non-residential local roads.
This category also includes corridor preservation projects.

30th Street Extension, Main / Rose Priority: 12

Construct new 5-lane roadway with curb, gutter, sidewalks and bike lanes based on 2002 Concept Report (Alternative C). Acquire 96 feet of right-of-way. Project includes traffic signal at State St. and Rose. Includes main connection to Greenbelt and possible pedestrian signal.

Project may be evaluated to build 5 lanes, but stripe for 3. Construct "T" at State St. (5 lanes) and Rose (5 lanes). Re-evaluate existing signals at State St. & 32nd and State St. & 33rd. Design budgeted in 2005.

GIS #	RD202-09	Fed Aid #		City Limits	B	Classification	MA	Commission Dist	
Prj #	505029	ITD Key #		Prj Length	0.7	Reason	CAP, SYS, OT		3

Programmed Expenditures

RW Acquisition	\$2,081,000	2006
Construction	\$1,837,000	2008
Traffic Material	\$260,000	2008
Const Engineering	\$37,000	2008

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	4 Northeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD202-09	\$4,215,000	\$0	\$0	\$4,215,000	\$300,000	\$4,515,000

36th Street Extension, Cartwright / Bogus Basin Rd Priority: 30

Construct new 2-lane roadway, including safety shoulder and bike lanes, no curb, gutter or sidewalk. Acquire 50 feet of right-of-way.

GIS #	RD202-04	Fed Aid #		City Limits	B	Classification	MA	Commission Dist	
Prj #		ITD Key #		Prj Length	1.0	Reason	TF,TP		3

Programmed Expenditures

Prof Services	\$256,000	2009
RW Acquisition	\$1,000,000	2010
Construction	\$1,356,000	PD
Utilities	\$15,000	PD
Const Engineering	\$27,000	PD

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	3 Southeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD202-04	\$2,654,000	\$0	\$0	\$2,654,000	\$0	\$2,654,000

36th Street, Hill Rd / Cartwright Rd Priority: 22

Reconstruct existing roadway to 2 and 3 lanes, including curb, gutter, sidewalks and bike lanes. Construct new 2- and 3- lane roadway from end of 36th Street to Cartwright. Acquire 68 feet of right-of-way.

3-lane cross-section at intersections of Hill and Cartwright.

GIS #	RD307	Fed Aid #		City Limits	B	Classification	MA	Commission Dist	
Prj #		ITD Key #		Prj Length	1.5	Reason	TF,TP		3

Programmed Expenditures

Prof Services	\$124,000	2006
RW Acquisition	\$500,000	2007
Construction	\$620,000	2008
Utilities	\$25,000	2008
Traffic Material	\$15,000	2008
Const Engineering	\$19,000	2008

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	3 Southeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD307	\$1,303,000	\$0	\$0	\$1,303,000	\$0	\$1,303,000

Roadway Program: Arterial Roadway Projects

Fairview Ave Pavement Rehab #2 (Cole / Milwaukee)

Priority

*** TIP ***

Pavement rehabilitation project is to be completed with the Fairview/Cole intersection, which is scheduled PD.

GIS #	RD200-02b	Fed Aid #		City Limits	B	Classification	PA	Commission Dist	
Prj #	52233	ITD Key #		Prj Length	0.5	Reason	SD		2

Programmed Expenditures

Prof Services	\$29,000	PD
Construction	\$1,000,000	PD
Const Engineering	\$20,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD200-02b	\$1,049,000	\$0	\$0	\$1,049,000	\$0	\$1,049,000

Fairview Ave Cloverdale Rd / Five Mile Rd

Priority 31

*** TIP ***

Widen roadway from 5 to 7 lanes and complete curb, gutter and sidewalk system.

GIS #	RC0127	Fed Aid #		City Limits	B	Classification	PA	Commission Dist	
Prj #		ITD Key #		Prj Length	1.0	Reason	CAP		2

Construction not included in PD due to 2010 sunset of Vehicle Registration Fees.

Programmed Expenditures

Prof Services	\$422,000	2009
RW Acquisition	\$500,000	2010
Construction	\$4,224,000	UF
Const Engineering	\$84,000	UF

Impact Fee Information

Eligible? Service Area
 4 Northeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RC0127	\$5,230,000	\$0	\$0	\$5,230,000	\$0	\$5,230,000

Fairview Ave Eagle Rd / Cloverdale Rd

Priority 25

*** TIP ***

Widen roadway from 5 to 7 lanes and complete curb, gutter and sidewalk system.

GIS #	RC0130	Fed Aid #		City Limits	B, M	Classification	PA	Commission Dist	
Prj #		ITD Key #		Prj Length	1.0	Reason	CAP		2, 4

Programmed Expenditures

Prof Services	\$422,000	PD
RW Acquisition	\$500,000	PD
Construction	\$4,224,000	UF
Const Engineering	\$84,000	UF

Impact Fee Information

Eligible? Service Area
 4 Northeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RC0130	\$5,230,000	\$0	\$0	\$5,230,000	\$0	\$5,230,000

Fairview Ave Five Mile Rd / Maple Grove Rd

Priority 20

*** TIP ***

Widen roadway from 5 to 7 lanes and complete curb, gutter and sidewalk system.

GIS #	RC0131	Fed Aid #		City Limits	B	Classification	PA	Commission Dist	
Prj #		ITD Key #		Prj Length	1.0	Reason	CAP		2

Programmed Expenditures

Prof Services	\$422,000	2009
RW Acquisition	\$500,000	2010
Construction	\$4,224,000	PD
Const Engineering	\$84,000	PD

Impact Fee Information

Eligible? Service Area
 4 Northeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RC0131	\$5,230,000	\$0	\$0	\$5,230,000	\$0	\$5,230,000

Roadway Program: Arterial Roadway Projects

Five Mile Rd, Fairview Ave / Ustick Rd Priority: 11

Widen roadway from 2 lanes to 5 lanes with curb, gutter, sidewalk and bike lanes. Acquire 96 feet of right-of-way. Includes Fairview intersection, extend to 500' N/O Ustick east side, 300' on Ustick north side E/O 5 Mile; signal interconnect conduit, 3-lane is mitigation.

GIS #	RD195a	Fed Aid #		City Limits	B	Classification	MA	Commission Dist	
Prj #		ITD Key #		Prj Length	1.0	Reason	PCI, SAF		2, 5

Programmed Expenditures

Prof Services	\$436,000	2006
RW Acquisition	\$1,500,000	2008
Construction	\$2,904,000	2009
Utilities	\$50,000	2009
Const Engineering	\$58,000	2009

Impact Fee Information

Eligible?	<input checked="" type="checkbox"/>	Service Area	4 Northeast
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Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD195a	\$4,948,000	\$0	\$0	\$4,948,000	\$0	\$4,948,000

Floating Feather Rd, Eagle Rd / Edgewood Dr Priority: 33

Widen roadway from 2 lanes to 3 lanes with curb, gutter, sidewalks and bike lanes. Acquire 96 feet of right-of-way. Project consists of upgrading the design. Includes conduit for signal at Edgewood. \$50,000 in FY 2005 for potential update of design.

GIS #	RD257	Fed Aid #		City Limits	E	Classification	MA	Commission Dist	
Prj #	502003	ITD Key #		Prj Length	1.0	Reason	SAF, CAP, TF		3, 5

Programmed Expenditures

Prof Services	\$100,000	2006
RW Acquisition	\$116,000	2007
Construction	\$1,085,000	2009
Utilities	\$10,000	2009
Traffic Material	\$15,000	2009
Const Engineering	\$22,000	2009

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD257	\$1,348,000	\$0	\$0	\$1,348,000	\$0	\$1,348,000

Franklin Rd, Touchmark Rd / Five Mile Rd Priority: 2 *** TIP ***

HOT PROJECT - Widen roadway from 2 lanes to 5 lanes with curb, gutter, sidewalks and shoulder. Acquire 96 feet of right-of-way. Project includes intersection work at Franklin/Five Mile and Franklin/Cloverdale.

GIS #	RD282	Fed Aid #	STP-7403(100)	City Limits	B, M	Classification	PA	Commission Dist	
Prj #	702042	ITD Key #	Key 8698	Prj Length	1.7	Reason	CAP, SAF		2

Programmed Expenditures

RW Acquisition	\$1,985,000	2007
Construction	\$200,000	2009
Utilities	\$60,000	2009
Traffic Material	\$130,000	2009
Const Engineering	\$120,000	2009

Outside Funding and Reimbursements

RW - Funds	\$1,840,000	2007	STP-TMA
RW - Reimb	\$1,840,000	2007	STP-TMA
Const - Funds	\$3,000,000	2009	TMA (Adv. Co
Const - Funds	\$2,500,000	2010	STP-TMA

Impact Fee Information

Eligible?	<input checked="" type="checkbox"/>	Service Area	4 Northeast
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Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD282	\$2,495,000	\$7,340,000	\$1,840,000	\$655,000	\$737,000	\$8,732,000

Roadway Program: Arterial Roadway Projects

Locust Grove Rd / Franklin Rd / Fairview Ave Priority: 13

Widen existing roadway from 2 lanes to 5 lanes with curb, gutter, sidewalk, and bike lanes. Construct new 5-lane roadway across railroad tracks south of Pine to Lanark. Acquire 96 feet of right-of-way.

Roadway is currently 2 lanes north of Pine. Project includes new roadway from Franklin to Pine to align with Locust Grove alignment north of I-84. ACHD owns 3/4 of r/w (all of east side and about half of the west side). Signal at Pine included.

GIS #	RD054	Fed Aid #		City Limits	M	Classification	MA	Commission Dist	
Prj #	503021	ITD Key #		Prj Length	1.0	Reason	SAF, DEV, TF		4

Programmed Expenditures

Construction	\$2,400,000	2006
Traffic Material	\$115,000	2006
Const Engineering	\$48,000	2006

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	1 Northwest

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD054	\$2,563,000	\$0	\$0	\$2,563,000	\$1,807,000	\$4,370,000

Locust Grove Rd / Overland Rd / Franklin Rd Overpass Priority: 3 *** TIP ***

HOT PROJECT--Construct new overpass over I-84 from north of Overland to Bentley. The overpass will be 4 lanes and connecting roadways will be 5 lanes. Bentley to Franklin widening is part of separate project.

Meridian contributing approximately \$1.8M to right-of-way and ITD IM funds contributing approximately \$2.47 million for construction of overpass, with the remainder of construction costs to be funded through STP-U program. ACHD will advance construct project in FY2006 and will be paid through Federal Aid program in 2006 & 2007.

GIS #	F201-01	Fed Aid #	M-STP-84-1(047)45	City Limits	M	Classification	MA	Commission Dist	
Prj #	70048	ITD Key #	Key 8048	Prj Length	0.6	Reason	OAP, TP		4

Programmed Expenditures

Construction	\$900,000	2006
Utilities	\$25,000	2006
Const Engineering	\$100,000	2006

Outside Funding and Reimbursements

Const - Funds	\$1,810,000	2006	TMA (Adv. Co)
Const - Funds	\$600,000	2007	STP-TMA
Const - Funds	\$2,470,000	2007	Interstate Maint
Const - Reimb	\$840,000	2007	Interstate Maint

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	1 Northwest

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
F201-01	\$1,025,000	\$4,880,000	\$840,000	\$185,000	\$1,890,000	\$6,955,000

Maple Grove Rd Extension / McMillan Rd / Chinden Blvd Priority: 4

HOT PROJECT--Construct new 5-lane roadway with curb, gutter, sidewalks and bike lanes. Acquire 96 feet of right-of-way. Project includes intersection work at Maple Grove/McMillan and Garrett/Chinden. 2006-2010 FYWP funds are for completion of construction in 2006.

Construction costs dependent on wetland mitigation.

GIS #	RD066	Fed Aid #		City Limits	B	Classification	MA	Commission Dist	
Prj #	52182	ITD Key #		Prj Length	0.6	Reason	CAP, BV		5

Programmed Expenditures

Construction	\$1,115,000	2006
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Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	4 Northeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD066	\$1,115,000	\$0	\$0	\$1,115,000	\$5,986,000	\$7,101,000

Roadway Program: Arterial Roadway Projects

Overland Rd - Gloverdale Rd - Five Mile Rd Priority: 6 *** TIP ***

Widen the roadway from 3 lanes to 5 lanes including curb, gutter and sidewalks. Project designed for constrained 80-foot right-of-way. This project will now include signal work at Clear Creek.

GIS #	RD202-53	Fed Aid #		City Limits	B	Classification	MA	Commission Dist	
Prj #	503022	ITD Key #		Prj Length	1.0	Reason	TF, CAP, SYS		2, 4

Programmed Expenditures

Construction	\$1,045,000	2006
Traffic Material	\$30,000	2006
Const Engineering	\$21,000	2006

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	2 Southwest

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD202-53	\$1,096,000	\$0	\$0	\$1,096,000	\$332,000	\$1,428,000

Overland Rd - Topaz Ave - Gloverdale Rd Priority: 7

Widen roadway from 2 lanes to 5 lanes with curb, gutter, sidewalk and bike lanes. Acquire 96 feet of right-of-way. Developer constructed section from Eagle Rd to Topaz in 2004.

Project limits are to Topaz Ave.

GIS #	RD072	Fed Aid #		City Limits	M	Classification	MA	Commission Dist	
Prj #	504002	ITD Key #		Prj Length	1.0	Reason	CAP, SAF		2, 4

Programmed Expenditures

Construction	\$893,000	2006
Utilities	\$20,000	2006
Traffic Material	\$30,000	2006
Const Engineering	\$27,000	2006

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	2 Southwest

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD072	\$970,000	\$0	\$0	\$970,000	\$807,000	\$1,777,000

Overland Rd - Linder Rd - Meridian Priority: 9

Widen roadway from 2 lanes to 5-lane rural section, with bike lanes and detached sidewalk. Acquire 96 feet of right-of-way. Project includes intersection work at Stoddard.

5x3 intersection at Stoddard. 96' r/w. Design will be done in-house by ACHD staff in FY04/05. Project is a capacity expansion project but not currently included in 2003 CIP.

GIS #	RD290	Fed Aid #		City Limits	M	Classification	MA	Commission Dist	
Prj #	603052	ITD Key #		Prj Length	0.9	Reason	CAP, OB, SAF, TF		4

Programmed Expenditures

RW Acquisition	\$1,043,000	2006
Construction	\$2,904,000	2007
Traffic Material	\$75,000	2007
Const Engineering	\$58,000	2007

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD290	\$4,080,000	\$0	\$0	\$4,080,000	\$0	\$4,080,000

Roadway Program: Arterial Roadway Projects

Ustick Rd, Five Mile / Cole Rd Priority: 10

Widen roadway from 2/3 lanes to 5 lanes with bike lanes, curb, gutter and sidewalks. Acquire 82 feet of right-of-way for constrained section to mitigate impacts on neighborhood and utilities. Project includes intersection work at Milwaukee and Maple Grove, as well as storm drain work on Maple Grove, Fairview/Goddard.

Replace signal at Maple Grove along with widening intersection to 6 lanes on north leg and 5 lanes on other legs. Minimal work required at Five Mile intersection. Study was completed in 2003 to determine lane configuration for Maple Grove/Ustick Intersection. Minor improvements planned where needed for Maple Grove, Fairview/Goddard to allow 3-traffic lanes and temporary sidewalk.

GIS #	RD222	Fed Aid #		City Limits	B	Classification	MA	Commission Dist	
Prj #	504004	ITD Key #		Prj Length	2.0	Reason	CM, SAF		2, 5

Programmed Expenditures

RW Acquisition	\$1,500,000	2006
Construction	\$2,900,000	2007
Construction Yr 2	\$3,000,000	2008
Utilities	\$106,000	2007
Traffic Material	\$160,000	2008
Const Engineering	\$138,000	2008

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	4 Northeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD222	\$7,804,000	\$0	\$0	\$7,804,000	\$2,096,000	\$9,900,000

Ustick Rd, Gloverdale Rd / Five Mile Rd Priority: 27

Widen roadway from 2 lanes to 5 lanes, including curb, gutter, sidewalk and bike lanes. Roadway design should be consistent with West Valley Community Center Plan, adopted September 2002.

GIS #	RD220	Fed Aid #		City Limits	B	Classification	MA	Commission Dist	
Prj #		ITD Key #		Prj Length	1.0	Reason	CAP		2, 5

Programmed Expenditures

Prof Services	\$436,000	2010
RW Acquisition	\$1,400,000	PD
Construction	\$2,904,000	UF
Utilities	\$500,000	UF
Const Engineering	\$58,000	UF

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	4 Northeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD220	\$5,298,000	\$0	\$0	\$5,298,000	\$0	\$5,298,000

Roadway Program: Collector Roadway Projects

Warm Springs Ave Phase 2 Priority

Area 4 - East/central section, including soil-nail wall.

GIS #	RD277c	Fed Aid #		City Limits	B, A	Classification	UC	Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	MR	3	

Programmed Expenditures

Prof Services	\$75,000	PD
Construction	\$300,000	PD
Const Engineering	\$12,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD277c	\$387,000	\$0	\$0	\$387,000	\$0	\$387,000

Warm Springs Ave Phase 3 Priority

Area 3 - Central section with soil-nail wall.

GIS #	RD277d	Fed Aid #		City Limits	B, A	Classification	UC	Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	MR	3	

Programmed Expenditures

Prof Services	\$75,000	PD
Construction	\$300,000	PD
Const Engineering	\$12,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD277d	\$387,000	\$0	\$0	\$387,000	\$0	\$387,000

Warm Springs Ave Phase 4 Priority

Area 2 - West/central section with soil-nail wall.

GIS #	RD277e	Fed Aid #		City Limits	B, A	Classification	UC	Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	MR	3	

Programmed Expenditures

Prof Services	\$75,000	PD
Construction	\$300,000	PD
Const Engineering	\$12,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD277e	\$387,000	\$0	\$0	\$387,000	\$0	\$387,000

Warm Springs Ave Phase 5 Priority

Area 1 - Westernmost section, west of Starcrest Drive, lay back slope.

GIS #	RD277f	Fed Aid #		City Limits	B, A	Classification	UC	Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	MR	3	

Programmed Expenditures

Prof Services	\$75,000	PD
Construction	\$300,000	PD
Const Engineering	\$12,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RD277f	\$387,000	\$0	\$0	\$387,000	\$0	\$387,000

Roadway Program: Corridor Preservation Projects

PD Corridor Preservation - Impact Fee Eligible Priority

GIS #	CPPD	Fed Aid #		City Limits	K M E	Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	CAP, DEV		6

Programmed Expenditures		
Prof Services	\$100,000	PD
RW Acquisition	\$2,700,000	PD
Construction	\$700,000	PD

Impact Fee Information
 Eligible? Service Area

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
CPPD	\$3,500,000	\$0	\$0	\$3,500,000	\$0	\$3,500,000

Intersection Program: Intersection New / Re-build Projects

The Intersection Program includes intersection projects funded by ACHD. These may include intersection rebuild and/or traffic signal installation project. Projects that are part of a Roadway project have been noted.

36th Street and Hill Rd and Catalpa Priority

HOT PROJECT--Realign Hill Road to create two three-way intersections with 36th Street. Proposed Catalpa realignment to include connection to Hill Rd via Bonnie Lane. Two new traffic signals will be installed.

Cost estimate based on 40% design plans.

GIS #	IN239b	Fed Aid #		City Limits	B	Classification		Commission Dist	
Prj #	302044	ITD Key #		Prj Length		Reason	NR, CM, SAF		3

Programmed Expenditures

Prof Services	\$206,000	2006
RW Acquisition	\$1,300,000	2007
Construction	\$1,375,000	2008
Traffic Material	\$140,000	2008
Const Engineering	\$28,000	2008

Impact Fee Information

Eligible? Service Area 3 Southeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
IN239b	\$3,049,000	\$0	\$0	\$3,049,000	\$0	\$3,049,000

Amity and Ten Mile Priority

Construct 5 lanes on each leg and signalize intersections.

GIS #	IN205-03	Fed Aid #		City Limits	A	Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	SAF		4

Programmed Expenditures

Prof Services	\$175,000	2010
RW Acquisition	\$1,000	PD
Construction	\$570,000	PD
Traffic Material	\$90,000	PD
Const Engineering	\$17,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
IN205-03	\$853,000	\$0	\$0	\$853,000	\$0	\$853,000

Avenue D / E, 03rd Street / 04th Street, Bridge Ave (Kuna) Priority

Modify alignment to improve operation resulting from current configuration.

Some road work and pedestrian improvements expected; traffic control and medians. No signal needed at this time. Alignment specifics will be determined with design of project.

GIS #	IN050	Fed Aid #		City Limits	K	Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	TF		4

Programmed Expenditures

Prof Services	\$37,000	PD
RW Acquisition	\$15,000	PD
Construction	\$185,000	PD
Traffic Material	\$55,000	PD
Const Engineering	\$7,000	PD

Impact Fee Information

Eligible? Service Area 2 Southwest

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
IN050	\$299,000	\$0	\$0	\$299,000	\$0	\$299,000

Intersection Program: Intersection New / Re-build Projects

Franklin Rd and Liberty St Priority

Install left turn lanes on Franklin and modify Liberty legs. Project is planned to be designed to Federal Aid standards in preparation for potential increase in Federal allocation.

Cost estimates have been escalated to assume Federal Aid funding.

GIS #	IN203-16	Fed Aid #		City Limits	B	Classification		Commission Dist
Prj #		ITD Key #		Prj Length		Reason	SAF, CAP	2

Programmed Expenditures

Prof Services	\$175,000	2006
RW Acquisition	\$350,000	2008
Construction	\$200,000	2010
Utilities	\$40,000	2010
Traffic Material	\$85,000	2010
Const Engineering	\$6,000	2010

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
IN203-16	\$856,000	\$0	\$0	\$856,000	\$0	\$856,000

Gowen Rd and Pleasant Valley Priority

Project will install traffic control at one or both intersections, and possible realignment of Pleasant Valley to form a single intersection with Farman.

GIS #	IN203-10	Fed Aid #		City Limits	B	Classification		Commission Dist
Prj #	304030	ITD Key #		Prj Length		Reason	SYS	1

Programmed Expenditures

Prof Services	\$115,000	2009
RW Acquisition	\$150,000	2010
Construction	\$575,000	PD
Traffic Material	\$75,000	PD
Const Engineering	\$17,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
IN203-10	\$932,000	\$0	\$0	\$932,000	\$36,000	\$968,000

Hill Rd and Edgewood Priority

Project programmed with Hill Rd Extension, SH55 / State (See roadway project for construction schedule. Costs are included in roadway project).

GIS #	IN203-04	Fed Aid #		City Limits	E	Classification		Commission Dist
Prj #		ITD Key #		Prj Length		Reason		3, 5

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
IN203-04	\$0	\$0	\$0	\$0	\$0	\$0

Hill Rd and SH 55 Priority

Project programmed with Hill Rd Extension, SH55 / State (See roadway project for construction schedule. Costs are included in roadway project).

GIS #	IN203-05	Fed Aid #		City Limits	E	Classification		Commission Dist
Prj #		ITD Key #		Prj Length		Reason		3

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	4 Northeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
IN203-05	\$0	\$0	\$0	\$0	\$0	\$0

Intersection Program: Intersection New / Re-build Projects

Orchard St and Overland Rd

Priority

Install left turn lanes on Orchard legs of intersection. Some signal work will be required.

Reconstruct turn lanes on north and south legs.

GIS # IN032 Fed Aid # City Limits B Classification Commission Dist
 Prj # 304008 ITD Key # Prj Length Reason CM 1, 2

Programmed Expenditures

Construction	\$370,000	2006
Traffic Material	\$75,000	2006
Const Engineering	\$15,000	2006

Impact Fee Information

Eligible? Service Area 3 Southeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
IN032	\$460,000	\$0	\$0	\$460,000	\$317,000	\$777,000

Overland Rd and Meridian Rd (SH69)

Priority

Widen and improve the intersection to 7 lanes on all legs. Project is a cost-share with Idaho Transportation Department.

Design will be completed in house.

GIS # IN202-01 Fed Aid # ST-8673(604) City Limits M Classification Commission Dist
 Prj # 302033 ITD Key # Key 8812 Prj Length Reason SYS 4

Programmed Expenditures

Prof Services	\$16,000	2006
RW Acquisition	\$463,000	2006
Construction	\$1,650,000	2007
Traffic Material	\$120,000	2007
Const Engineering	\$33,000	2007

Outside Funding and Reimbursements

RW - Funds	\$250,000	2006	TD-State funds
RW - Reimb	\$250,000	2006	TD-State funds

Impact Fee Information

Eligible? Service Area 2 Southwest

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
IN202-01	\$2,282,000	\$250,000	\$250,000	\$2,032,000	\$0	\$2,282,000

Pine Ave and Linder Rd

Priority

Rebuild intersection and add left-turn lanes on all four legs. Project is adjacent to Meridian High School and programmed with Linder, Franklin/Ustick project.

GIS # IN270 Fed Aid # City Limits M Classification Commission Dist
 Prj # ITD Key # Prj Length Reason DEV 4

Programmed Expenditures

Prof Services	\$25,000	2006
RW Acquisition	\$96,000	2008
Construction	\$125,000	2009
Traffic Material	\$75,000	2009
Const Engineering	\$2,000	2009

Impact Fee Information

Eligible? Service Area 1 Northwest

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
IN270	\$323,000	\$0	\$0	\$323,000	\$0	\$323,000

SH 44 / State St / Ballantyne Realignment

Priority

Realign State Street and Ballantyne to connect to State Highway 44 west of current State Street intersection. Signalize intersection.

GIS # IN206-01 Fed Aid # City Limits E Classification PA Commission Dist
 Prj # ITD Key # Prj Length Reason SAF 5

Programmed Expenditures

Prof Services	\$40,000	2010
RW Acquisition	\$100,000	PD
Construction	\$300,000	PD
Utilities	\$20,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
IN206-01	\$460,000	\$0	\$0	\$460,000	\$0	\$460,000

Intersection Program: Intersection New / Re-build Projects

Ten Mile Rd and Pine Ave Priority

Reconstruct and widen intersection to 5 lanes on Ten Mile and 3 lanes on Pine. Pine alignment west of Ten Mile Road is a private roadway. Project programmed with Ten Mile, Pine / Cherry Lane project (See roadway project for construction schedule. Costs are included in roadway project).

GIS #	IN203-08	Fed Aid #		City Limits	M	Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	CAP, DEV, SAF		4, 5
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>			
IN203-08	\$0	\$0	\$0	\$0	\$0	\$0			

Ustick Rd and Linder Rd Priority

Reconstruct and widen intersection to 5 lanes on all legs. Includes installation of traffic signal. Project programmed in advance of Linder, Franklin to Ustick project.

GIS #	IN202-07	Fed Aid #		City Limits	M	Classification		Commission Dist	
Prj #	305048	ITD Key #		Prj Length		Reason	CAP, SYS		5

Programmed Expenditures

RW Acquisition	\$221,000	2006
Construction	\$1,238,000	2008
Utilities	\$75,000	2008
Traffic Material	\$25,000	2008

Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>			
IN202-07	\$1,559,000	\$0	\$0	\$1,559,000	\$20,000	\$1,579,000			

Ustick Rd and Milwaukee Priority

Project programmed with Ustick, Five Mile / Cole (See roadway project for construction schedule. Costs are included in roadway project).

GIS #	IN203-09	Fed Aid #		City Limits	B	Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	CAP		2, 5

Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>			
IN203-09	\$0	\$0	\$0	\$0	\$0	\$0			

Victory Rd and Cloverdale Rd Priority

Reconstruct and widen intersection to 5 lanes on all legs, including curb, gutter, sidewalks and bike lanes. Includes installation of traffic signal.

GIS #	IN271	Fed Aid #		City Limits	A	Classification		Commission Dist	
Prj #	303013	ITD Key #		Prj Length		Reason	SAF, DEV		4

Programmed Expenditures

Construction	\$870,000	2007
Traffic Material	\$75,000	2007
Const Engineering	\$26,000	2007

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	2 Southwest

Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>			
IN271	\$971,000	\$0	\$0	\$971,000	\$209,000	\$1,180,000			

Victory Rd and Eagle Rd Priority

Reconstruct and widen intersection to 5 lanes on all legs, including curb, gutter, sidewalks and bike lanes. Project programmed with Eagle Rd, Victory/Ridenbaugh Canal project.

GIS #	IN277	Fed Aid #		City Limits	A	Classification		Commission Dist	
Prj #	303014	ITD Key #		Prj Length		Reason	SAF, DEV		4

Programmed Expenditures

Construction	\$1,540,000	2007
Utilities	\$16,000	2007
Traffic Material	\$75,000	2007
Const Engineering	\$31,000	2007

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	2 Southwest

Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>			
IN277	\$1,662,000	\$0	\$0	\$1,662,000	\$666,000	\$2,328,000			

Intersection Program: Intersection Signalization Projects

SH 69 (Meridian Rd) and Columbia	Priority
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Signalize intersection. ITD is lead agency.

GIS #	IN204-01	Fed Aid #		City Limits	A	Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	SAF		4

Programmed Expenditures

Construction	\$20,000	2008
Traffic Material	\$100,000	2008

Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
IN204-01	\$120,000	\$0	\$0	\$120,000	\$0	\$120,000

Bridge Program: Major Bridge Projects

Liberty St Bridge #409	Priority
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Rehabilitate deck and bring rails up to current standards (bridge, transition, approach, end treatment). Bridge located on Liberty, 100-foot north of Franklin over the Ridenbaugh Canal.

Project is in PD.

GIS #	MA039	Fed Aid #		City Limits	B	Classification	UC	Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	SAF, OB		2

Programmed Expenditures

Prof Services	\$15,000	2010
Construction	\$65,000	PD
Const Engineering	\$3,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
MA039	\$83,000	\$0	\$0	\$83,000	\$0	\$83,000

Old Horseshoe Bend Rd #42a	Priority
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Full bridge replacement. Located 1/4-mile north of Hill Road over the Farmers Union Canal.

Design budgeted for 2005.

GIS #	MA202-05	Fed Aid #		City Limits	A	Classification	UC	Commission Dist	
Prj #	205036	ITD Key #		Prj Length		Reason	SAF, OB		3

Programmed Expenditures

RW Acquisition	\$10,000	2010
Construction	\$178,000	PD
Const Engineering	\$7,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
MA202-05	\$195,000	\$0	\$0	\$195,000	\$118,000	\$313,000

ParkCenter Blvd - East River Crossing	Priority 15	*** TIP ***
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Construct river crossing, 4 lanes, connecting the eastern terminus ParkCenter Blvd with Warm Springs Avenue. Project includes bridge structure and roadways connecting termini. Funding in 2008 for potential design updates.

GIS #	MA203-02	Fed Aid #		City Limits	B	Classification	PA	Commission Dist	
Prj #	60079	ITD Key #		Prj Length	0.5	Reason	SYS, TP		1, 3

Programmed Expenditures

Prof Services	\$860,000	2006
Prof Services	\$50,000	2008
RW Acquisition	\$1,100,000	2008
Construction	\$6,000,000	2010
Construction Yr 2	\$2,600,000	PD
Const Engineering	\$172,000	PD

Impact Fee Information

Eligible?	Service Area
<input checked="" type="checkbox"/>	3 Southeast

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
MA203-02	\$10,782,000	\$0	\$0	\$10,782,000	\$0	\$10,782,000

Bridge Program: Bridge Rehab, Replacement and Rail Projects

Robinson Rd #184 S/O Kuna-Mora Priority

Replace and widen to 3 lanes. 0.7 miles south of Kuna-Mora Road over the North Power Lateral.
Design budgeted for 2005.

GIS #	MI34	Fed Aid #		City Limits	A	Classification	LOCAL	Commission Dist	
Prj #	205037	ITD Key #		Prj Length		Reason	SAF, OB		4

Programmed Expenditures

RW Acquisition	\$3,000	2006
Construction	\$150,000	2007
Const Engineering	\$6,000	2007

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
MI34	\$159,000	\$0	\$0	\$159,000	\$60,000	\$219,000

Victory Rd 1/4 mile east of Locust Grove #296 Priority

Replace and widen to 5 lanes. 0.2 miles east of Locust Grove over the Eight Mile Lateral. The existing structure is narrow and several new subdivisions in the area have increased the amount of traffic in the area.

GIS #	MI203-01	Fed Aid #		City Limits	M	Classification	UC	Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	SD, SAF, OB		4

Programmed Expenditures

Prof Services	\$34,000	2008
RW Acquisition	\$50,000	2009
Construction	\$68,000	2010
Const Engineering	\$3,000	2010

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
MI203-01	\$155,000	\$0	\$0	\$155,000	\$0	\$155,000

Wylie Lane #93 Priority

Replace and widen to 3 lanes. 0.1 miles south of State St over the Boise Valley Canal. The existing structure is listed as restricted.
Design budgeted for 2005.

GIS #	MI203-34	Fed Aid #		City Limits	B	Classification	LOCAL	Commission Dist	
Prj #	205038	ITD Key #		Prj Length		Reason	SD		3

Programmed Expenditures

RW Acquisition	\$36,000	2007
Construction	\$75,000	2008
Const Engineering	\$3,000	2008

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
MI203-34	\$114,000	\$0	\$0	\$114,000	\$50,000	\$164,000

Traffic Program: Traffic Signal Upgrades

2010 Traffic Signals New & Upgraded Priority

GIS #	TSU210	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	CM, SAF	6	

Programmed Expenditures

Prof Services	\$20,000	2010
RW Acquisition	\$10,000	2010
Construction	\$10,000	2010
Utilities	\$10,000	2010
Traffic Material	\$250,000	2010

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
TSU210	\$300,000	\$0	\$0	\$300,000	\$0	\$300,000

PD Traffic Signals New & Upgrades Priority

GIS #	TSUPD	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	CM, SAF	6	

Programmed Expenditures

Prof Services	\$40,000	PD
RW Acquisition	\$16,000	PD
Construction	\$24,000	PD
Utilities	\$20,000	PD
Traffic Material	\$450,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
TSUPD	\$550,000	\$0	\$0	\$550,000	\$0	\$550,000

Traffic Program: Traffic Management Projects

I-84 Automated Incident Management System Priority: ***** TIP *****

PROJECT DEPENDENT ON ACCEPTANCE OF 2008 CMAQ APPLICATION. Jointly sponsored project with ITD to install 6 miles of fiber optic cable and 5 CCTV cameras, and 11 vehicle detection station on I-84 between Meridian Rd (SH69) and Garry Blvd.

GIS #	TRM205-02	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason		6	

Programmed Expenditures			Outside Funding and Reimbursements			
Construction	\$40,000	2008	Const - Funds	\$395,000	2008	CMAQ
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
TRM205-02	\$40,000	\$395,000	\$0	\$40,000	\$0	\$435,000

Meridian Traffic Signal System Upgrade Priority: ***** TIP *****

Project will replace outdated traffic signal controllers and cabinets in downtown Meridian. These new controllers will be tied into ACHD's Traffic Management Center.

GIS #	TRM205-04	Fed Aid #		City Limits	M	Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason		4, 5	

Programmed Expenditures			Outside Funding and Reimbursements			
Construction	\$50,000	2007	Const - Funds	\$200,000	2007	CMAQ
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
TRM205-04	\$50,000	\$200,000	\$0	\$50,000	\$0	\$250,000

Orchard Street Traffic Signal Upgrade Priority: ***** TIP *****

PROJECT DEPENDENT ON ACCEPTANCE OF 2008 CMAQ APPLICATION. Project will replace 11 outdated traffic signal controllers and cabinets on Orchard. These controllers will be tied into ACHD's Traffic Management Center. Traffic cameras and fiber optic cable on included with this project.

GIS #	TRM205-01	Fed Aid #		City Limits	B	Classification	PA	Commission Dist	
Prj #		ITD Key #		Prj Length		Reason		1, 2	

Programmed Expenditures			Outside Funding and Reimbursements			
Construction	\$20,000	2008	Const - Funds	\$140,000	2008	CMAQ
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
TRM205-01	\$20,000	\$140,000	\$0	\$20,000	\$0	\$160,000

Traffic Management Center Expansion Priority: ***** TIP *****

Study to determine the location of a new 10,000 sq. ft. facility to house staff and equipment. Assumed in ACHD r/w, but determination yet to be made.

GIS #	TR064	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #	504029	ITD Key #	Key 9186	Prj Length		Reason	CM	6	

Programmed Expenditures			Outside Funding and Reimbursements			
Prof Services	\$160,000	2007	Prof Svc - Funds	\$150,000	2007	STP-TMA
Construction	\$120,000	PD	Prof Svc - Reim	\$150,000	2007	STP-TMA
Const Engineering	\$50,000	PD	Const - Funds	\$2,130,000	PD	STPU
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
TR064	\$330,000	\$2,280,000	\$150,000	\$180,000	\$0	\$2,460,000

Vista Ave Traffic Signal System Upgrade Priority: ***** TIP *****

Project will replace 11 outdated traffic signal controllers and cabinets along Vista Avenue. These new controllers will be tied into ACHD's Traffic Management Center.

GIS #	TRM205-03	Fed Aid #		City Limits	B	Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason		1	

Programmed Expenditures			Outside Funding and Reimbursements			
Construction	\$25,000	2006	Const - Funds	\$125,000	2006	CMAQ
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
TRM205-03	\$25,000	\$125,000	\$0	\$25,000	\$0	\$150,000

Roadway Drainage Program: Storm Drain Projects

Ustick Rd Storm Drain (South Slough By-pass)

Priority

PROJECT REMOVED FROM FYWP PENDING FURTHER CONSIDERATION OF ROADWAY DRAINAGE PROJECTS. Project will provide the roadway drainage infrastructure to prepare ACHD for future widening of Ustick and adjacent roadways. This project will also provide a conveyance for stormwater overflows from existing Locust Grove roadway stormwater ponds and the South Slough.

Installation of 22 miles of roadway storm drain infrastructure from Locust Grove to Linder. Pond site has been purchased near the northwest corner of Linder & Ustick that will discharge to Five Mile Creek. As of January 2004, final design and construction of project has been placed in PD.

GIS #	DR202a	Fed Aid #		City Limits	M	Classification		Commission Dist	
Prj #	403018	ITD Key #		Prj Length		Reason	TF,OB,PCI,CAP,DD,DEV	4, 5	
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>			
DR202a	\$0	\$0	\$0	\$0	\$0	\$0			

Vista Ave Regional Storm Drain System

Priority

This project will preserve a future pond site to resolve existing roadway drainage problems in the neighborhood behind the Vista Village Shopping Center. It will also provide the infrastructure for curb, gutter and sidewalk projects proposed for the area, including support of Overland, Vista/Federal Way road widening project.

Formerly named Columbus Street Drainage. Right-of-way in 2006 is to acquire pond site. The pond site will also accommodate Overland, Vista/Federal Way project.

GIS #	DR210	Fed Aid #		City Limits	B	Classification		Commission Dist	
Prj #	402017	ITD Key #		Prj Length		Reason	NR, SAF	1	

Programmed Expenditures

RW Acquisition	\$160,000	2006							
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>			
DR210	\$160,000	\$0	\$0	\$160,000	\$0	\$160,000			

Maintenance Program: Miscellaneous Maintenance Projects

The Maintenance Program includes projects associated with large-scale maintenance improvements to the roadway system, includes overlays, scrub coats, crack seals and cul-de-sac chip seals.

Star Shoulder Widening	Priority:	*** TIP ***
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This project will widen shoulders on Star Road from 2-feet to 8-feet wide and replace guardrail for safety purposes.

Project will require considerable fill as roadway climbs the bench.

GIS #	MMP204-03	Fed Aid #		City Limits	A	Classification	MA	Commission Dist	
Prj #		ITD Key #	Key 9519	Prj Length	0.2	Reason	SAF		5

Programmed Expenditures			Outside Funding and Reimbursements			
Prof Services	\$120,000	2008	Prof Svc - Funds	\$110,000	2008	STP-Rural
RW Acquisition	\$25,000	2009	Prof Svc - Funds	\$110,000	2008	STP-Rural
Construction	\$30,000	2010	RW - Funds	\$20,000	2009	STP-Rural
Const Engineering	\$20,000	2010	RW - Reimb	\$20,000	2009	STP-Rural
			Const - Funds	\$550,000	2010	STP-Rural
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
MMP204-03	\$195,000	\$790,000	\$20,000	\$175,000	\$0	\$965,000

Maintenance Program: Surface Maintenance Projects

2007 Local Overlay Projects Priority

GIS #	OV207	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	PCI	6	

Programmed Expenditures

Construction	\$1,000,000	2007				
Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
OV207	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000

2007 Maintenance Crack Seal Priority

GIS #	MCS207	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	MR	6	

Programmed Expenditures

Construction	\$125,000	2007				
Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
MCS207	\$125,000	\$0	\$0	\$125,000	\$0	\$125,000

2007 Maintenance Cul-de-Sac Priority

GIS #	MSL207	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	MR	6	

Programmed Expenditures

Construction	\$250,000	2007				
Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
MSL207	\$250,000	\$0	\$0	\$250,000	\$0	\$250,000

2007 Maintenance Scrub Coat Priority

GIS #	MO207	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	MR	6	

Programmed Expenditures

Construction	\$900,000	2007				
Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
MO207	\$900,000	\$0	\$0	\$900,000	\$0	\$900,000

2008 Federal Aid Overlays Priority *** TIP ***

GIS #	FAO208	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #	Key 9202	Prj Length		Reason	PCI	6	

Programmed Expenditures

Outside Funding and Reimbursements

Prof Services	\$100,000	2007	Prof Svc - Funds	\$92,000	2007	STP-TMA
Construction	\$80,000	2008	Prof Svc - Reim	\$92,000	2007	STP-TMA
			Const - Funds	\$1,120,000	2008	STP-TMA
Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
FAO208	\$180,000	\$1,212,000	\$92,000	\$88,000	\$0	\$1,300,000

2008 Local Overlay Projects Priority

GIS #	OV208	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	PCI	6	

Programmed Expenditures

Construction	\$1,000,000	2008				
Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
OV208	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000

Maintenance Program: Surface Maintenance Projects

2009 Maintenance Cul-de-Sac Priority

GIS # MSL209 Fed Aid # City Limits Classification Commission Dist 6
 Prj # ITD Key # Prj Length Reason MR

Programmed Expenditures

Construction	\$200,000	2009				
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
MSL209	\$200,000	\$0	\$0	\$200,000	\$0	\$200,000

2009 Maintenance Scrub Coat Priority

GIS # MO209 Fed Aid # City Limits Classification Commission Dist 6
 Prj # ITD Key # Prj Length Reason MR

Programmed Expenditures

Construction	\$900,000	2009				
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
MO209	\$900,000	\$0	\$0	\$900,000	\$0	\$900,000

2010 Federal Aid Overlays Priority *** TIP ***

GIS # FAO210 Fed Aid # City Limits Classification Commission Dist 6
 Prj # ITD Key # Key TMA1 Prj Length Reason PCI

Programmed Expenditures

Outside Funding and Reimbursements

Prof Services	\$50,000	2009	Prof Svcs - Funds	\$46,000	2009	STP-TMA
Construction	\$40,000	2010	Prof Svcs - Reim	\$46,000	2009	STP-TMA
			Const - Funds	\$490,000	2010	STP-TMA
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
FAO210	\$90,000	\$536,000	\$46,000	\$44,000	\$0	\$580,000

2010 Local Overlay Projects Priority

GIS # OV210 Fed Aid # City Limits Classification Commission Dist 6
 Prj # ITD Key # Prj Length Reason PCI

Programmed Expenditures

Construction	\$1,000,000	2010				
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
OV210	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000

2010 Maintenance Crack Seal Priority

GIS # MCS210 Fed Aid # City Limits Classification Commission Dist 6
 Prj # ITD Key # Prj Length Reason MR

Programmed Expenditures

Construction	\$125,000	2010				
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
MCS210	\$125,000	\$0	\$0	\$125,000	\$0	\$125,000

2010 Maintenance Cul-de-Sac Priority

GIS # MSL210 Fed Aid # City Limits Classification Commission Dist 6
 Prj # ITD Key # Prj Length Reason MR

Programmed Expenditures

Construction	\$250,000	2010				
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
MSL210	\$250,000	\$0	\$0	\$250,000	\$0	\$250,000

Miscellaneous Projects: Miscellaneous Projects

ACHD Administration Second Story Addition Priority:

ACHD COMMUTERIDE HAS APPLIED FOR FTA 5309 FUNDING FOR THE PORTION OF THIS BUILDING THAT WOULD ACCOMMODATE COMMUTERIDE STAFF. Complete design of the ACHD Improvement Design.

GIS #	MS203-01	Fed Aid #		City Limits	GC	Classification		Commission Dist	
Prj #	505041	ITD Key #		Prj Length		Reason	OT		2

Programmed Expenditures			Outside Funding and Reimbursements			
Construction	\$1,930,000	PD	Const - Funds	\$900,000	PD	FTA 5309
Const Engineering	\$40,000	PD	Const - Reimb	\$900,000	PD	FTA 5309
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
MS203-01	\$1,970,000	\$900,000	\$900,000	\$1,070,000	\$70,000	\$2,040,000

Cooperative Program: Developers Cooperative

2006 Developers Cooperative Projects

Priority

Program includes cost-sharing projects with developers that complement another ACHD project or developer project to make a functional and complete system.

GIS # <u>DC206</u>	Fed Aid # <input type="text"/>	City Limits <input type="text"/>	Classification <input type="text"/>	Commission Dist <input type="text"/>
Prj # <input type="text"/>	ITD Key # <input type="text"/>	Prj Length <input type="text"/>	Reason <u>DEV</u>	<u>6</u>

Programmed Expenditures

Construction	\$60,000	2006				
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
DC206	\$60,000	\$0	\$0	\$60,000	\$0	\$60,000

2007 Developers Cooperative Projects

Priority

GIS # <u>DC207</u>	Fed Aid # <input type="text"/>	City Limits <input type="text"/>	Classification <input type="text"/>	Commission Dist <input type="text"/>
Prj # <input type="text"/>	ITD Key # <input type="text"/>	Prj Length <input type="text"/>	Reason <u>DEV</u>	<u>6</u>

Programmed Expenditures

Construction	\$60,000	2007				
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
DC207	\$60,000	\$0	\$0	\$60,000	\$0	\$60,000

2008 Developers Cooperative Projects

Priority

GIS # <u>DC208</u>	Fed Aid # <input type="text"/>	City Limits <input type="text"/>	Classification <input type="text"/>	Commission Dist <input type="text"/>
Prj # <input type="text"/>	ITD Key # <input type="text"/>	Prj Length <input type="text"/>	Reason <u>DEV</u>	<u>6</u>

Programmed Expenditures

Construction	\$60,000	2008				
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
DC208	\$60,000	\$0	\$0	\$60,000	\$0	\$60,000

2009 Developers Cooperative Projects

Priority

GIS # <u>DC209</u>	Fed Aid # <input type="text"/>	City Limits <input type="text"/>	Classification <input type="text"/>	Commission Dist <input type="text"/>
Prj # <input type="text"/>	ITD Key # <input type="text"/>	Prj Length <input type="text"/>	Reason <u>DEV</u>	<u>6</u>

Programmed Expenditures

Construction	\$60,000	2009				
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
DC209	\$60,000	\$0	\$0	\$60,000	\$0	\$60,000

2010 Developers Cooperative Projects

Priority

GIS # <u>DC210</u>	Fed Aid # <input type="text"/>	City Limits <input type="text"/>	Classification <input type="text"/>	Commission Dist <input type="text"/>
Prj # <input type="text"/>	ITD Key # <input type="text"/>	Prj Length <input type="text"/>	Reason <u>DEV</u>	<u>6</u>

Programmed Expenditures

Construction	\$60,000	2010				
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
DC210	\$60,000	\$0	\$0	\$60,000	\$0	\$60,000

PD Developers Cooperative Projects

Priority

GIS # <u>DCPD</u>	Fed Aid # <input type="text"/>	City Limits <input type="text"/>	Classification <input type="text"/>	Commission Dist <input type="text"/>
Prj # <input type="text"/>	ITD Key # <input type="text"/>	Prj Length <input type="text"/>	Reason <u>DEV</u>	<u>6</u>

Programmed Expenditures

Construction	\$120,000	PD				
Totals	<i>Programmed</i>	<i>Funding</i>	<i>Reimbursement</i>	<i>ACHD Portion</i>	<i>Prev Exp + 05 Bdgt</i>	<i>Project Total</i>
DCPD	\$120,000	\$0	\$0	\$120,000	\$0	\$120,000

Cooperative Program: State Highway Cooperative

PD State Highway Cooperative Projects					Priority
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GIS #	SHPD	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	OAP		6

Programmed Expenditures

Construction	\$100,000	PD
Utilities	\$20,000	PD
Traffic Material	\$180,000	PD

	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
Totals SHPD	\$300,000	\$0	\$0	\$300,000	\$0	\$300,000

Community Program: Minor Field Improvement Projects

2008 Sidewalk Repair Priority

GIS #	SR208	Fed Aid #		City Limits		Classification		Commission Dist
Prj #		ITD Key #		Prj Length		Reason	OT	6

Programmed Expenditures

Construction	\$160,000	2008				
Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
SR208	\$160,000	\$0	\$0	\$160,000	\$0	\$160,000

2009 Misc Concrete Repairs Priority

GIS #	CC209	Fed Aid #		City Limits		Classification		Commission Dist
Prj #		ITD Key #		Prj Length		Reason	OT	6

Programmed Expenditures

Construction	\$110,000	2009				
Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
CC209	\$110,000	\$0	\$0	\$110,000	\$0	\$110,000

2009 Sidewalk Repair Priority

GIS #	SR209	Fed Aid #		City Limits		Classification		Commission Dist
Prj #		ITD Key #		Prj Length		Reason	OT	6

Programmed Expenditures

Construction	\$160,000	2009				
Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
SR209	\$160,000	\$0	\$0	\$160,000	\$0	\$160,000

2010 Misc Concrete Repairs Priority

GIS #	CC210	Fed Aid #		City Limits		Classification		Commission Dist
Prj #		ITD Key #		Prj Length		Reason	OT	6

Programmed Expenditures

Construction	\$100,000	2010				
Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
CC210	\$100,000	\$0	\$0	\$100,000	\$0	\$100,000

2010 Sidewalk Repair Priority

GIS #	SR210	Fed Aid #		City Limits		Classification		Commission Dist
Prj #		ITD Key #		Prj Length		Reason	OT	6

Programmed Expenditures

Construction	\$150,000	2010				
Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
SR210	\$150,000	\$0	\$0	\$150,000	\$0	\$150,000

PD Misc Concrete Repairs Priority

GIS #	CCPD	Fed Aid #		City Limits		Classification		Commission Dist
Prj #		ITD Key #		Prj Length		Reason	OT	6

Programmed Expenditures

Construction	\$200,000	PD				
Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
CCPD	\$200,000	\$0	\$0	\$200,000	\$0	\$200,000

Community Program: Curb, Gutter and Sidewalk Projects - Individual Projects

01st Street W. Washington / Cherry Lane Priority

Install curb, gutter and sidewalk on west side of the roadway.

GIS #	CGSP206-14	Fed Aid #		City Limits	M	Classification	L	Commission Dist	
Prj #		ITD Key #		Prj Length	1,650.0	Reason	NR		4

Programmed Expenditures

Prof Services	\$150,000	2006
Construction	\$420,000	2007
RW Appraisals	\$19,000	2007

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
CGSP206-14	\$589,000	\$0	\$0	\$589,000	\$0	\$589,000

08th Street, 1400 W 8th / Cherry Lane Priority

Install sidewalks along 8th Street to connect sidewalk system to Meridian Middle School. ACHD is working with the City of Meridian on STP-Enhancement application for 2008 construction.

GIS #	CGSP206-13	Fed Aid #		City Limits	M	Classification	UC	Commission Dist	
Prj #		ITD Key #		Prj Length	900.0	Reason	NR		4

Programmed Expenditures

Prof Services	\$150,000	2007
Construction	\$30,000	2008
RW Appraisals	\$7,000	2007

Outside Funding and Reimbursements

Prof Svc - Funds	\$135,000	2007	P-Enhanceme
Prof Svc - Reim	\$135,000	2007	P-Enhanceme
Const - Funds	\$220,000	2008	P-Enhanceme

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
CGSP206-13	\$187,000	\$355,000	\$135,000	\$52,000	\$0	\$407,000

42nd St. Chinden Blvd (US 20/26) / Adams St - RSP Priority

Install curb, gutter and sidewalk. Rebuild the street as necessary.

GIS #	NE204.03	Fed Aid #		City Limits	GC	Classification	L	Commission Dist	
Prj #	605017.004	ITD Key #		Prj Length	1,300.0	Reason	TF		2

Programmed Expenditures

RW Acquisition	\$17,000	2006
Construction	\$450,000	2006

Outside Funding and Reimbursements

Const - Funds	\$200,000	2006	arden City UR
Const - Reimb	\$200,000	2006	arden City UR

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
NE204.03	\$467,000	\$200,000	\$200,000	\$267,000	\$165,000	\$632,000

51st Street - Alworth / Boise River Priority

Install curb, gutter and sidewalk on both sides of the roadway.

GIS #	CGSP206-10	Fed Aid #		City Limits	GC	Classification	L	Commission Dist	
Prj #	605017.011	ITD Key #		Prj Length	1,000.0	Reason	TF		2

Programmed Expenditures

Construction	\$126,000	2006
RW Appraisals	\$15,000	2006

Outside Funding and Reimbursements

Const - Funds	\$88,000	2006	arden City UR
Const - Reimb	\$88,000	2006	arden City UR

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
CGSP206-10	\$141,000	\$88,000	\$88,000	\$53,000	\$50,000	\$191,000

Community Program: Curb, Gutter and Sidewalk Projects - Individual Projects

Roosevelt St / 84 / NY Canal / RSP Priority

Install curb, gutter and possibly sidewalk (dependent on design and construction) on west side. This is a collector roadway.

GIS #	CGS204-05	Fed Aid #		City Limits	B	Classification	UC	Commission Dist	
Prj #	605017.006	ITD Key #		Prj Length	1,900.0	Reason	NR		1

Programmed Expenditures

Construction	\$100,000	2006
RW Appraisals	\$1,000	2006

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
CGS204-05	\$101,000	\$0	\$0	\$101,000	\$30,000	\$131,000

Roosevelt St / Bethel / W Emerald Priority

Widen shoulder and install extruded curb on east side of Roosevelt. Project is partnership with Boise Parks & Recreation.

GIS #	CGSP206-09	Fed Aid #		City Limits	B	Classification	UC	Commission Dist	
Prj #		ITD Key #		Prj Length	1,900.0	Reason	NR		1, 2

Programmed Expenditures

Prof Services	\$20,000	2006
Construction	\$100,000	2007
RW Appraisals	\$14,000	2007

Outside Funding and Reimbursements

Prof Svc - Funds	\$15,000	FTR	Boise Parks & R
Prof Svc - Reim	\$15,000	FTR	Parks & Recre

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
CGSP206-09	\$134,000	\$15,000	\$15,000	\$119,000	\$0	\$134,000

Warm Springs / Granite Way / Penitentiary Enhancement Project Priority

Construction of arches designating entry into Historic Warm Springs Avenue and East End, placement of interpretive plaques at those arches, bicycle and pedestrian improvements at the intersection of Granite Way / Old Penitentiary and Warm Springs Avenue. Project also includes the landscaping of an oval within proposed roundabout at the intersection. Community Program portion is for roadway improvements not eligible under the STP-E program.

GIS #	ENH204-01	Fed Aid #		City Limits	B	Classification	UC	Commission Dist	
Prj #	705022	ITD Key #		Prj Length	100.0	Reason	NR		3

Programmed Expenditures

Construction	\$100,000	2007
RW Appraisals	\$3,000	2006

Outside Funding and Reimbursements

Prof Svc - Funds	\$80,000	2006	P-Enhanceme
Prof Svc - Reim	\$80,000	2006	P-Enhanceme
Const - Funds	\$273,000	2007	P-Enhanceme

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
ENH204-01	\$103,000	\$353,000	\$80,000	\$23,000	\$105,000	\$481,000

Community Program: Curb, Gutter and Sidewalk Projects

2008 Road Trust Fund Projects Priority

GIS #	RTF208	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	OT	6	

Programmed Expenditures

Prof Services	\$10,000	2008
RW Acquisition	\$10,000	2008
Construction	\$35,000	2008

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RTF208	\$55,000	\$0	\$0	\$55,000	\$0	\$55,000

2009 Residential Streets Priority

GIS #	NE209	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	NR,PCI	6	

Programmed Expenditures

Prof Services	\$75,000	2009
RW Acquisition	\$75,000	2009
Construction	\$675,000	2009

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
NE209	\$825,000	\$0	\$0	\$825,000	\$0	\$825,000

2009 Road Trust Fund Projects Priority

GIS #	RTF209	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	OT	6	

Programmed Expenditures

Prof Services	\$10,000	2009
RW Acquisition	\$10,000	2009
Construction	\$35,000	2009

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RTF209	\$55,000	\$0	\$0	\$55,000	\$0	\$55,000

2010 Residential Streets Priority

GIS #	NE210	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	NR,PCI	6	

Programmed Expenditures

Prof Services	\$50,000	2010
RW Acquisition	\$75,000	2010
Construction	\$600,000	2010

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
NE210	\$725,000	\$0	\$0	\$725,000	\$0	\$725,000

2010 Road Trust Fund Projects Priority

GIS #	RTF210	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason	OT	6	

Programmed Expenditures

Prof Services	\$10,000	2010
RW Acquisition	\$10,000	2010
Construction	\$35,000	2010

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
RTF210	\$55,000	\$0	\$0	\$55,000	\$0	\$55,000

Community Program: Safe Route / School Projects

2006 Bikeway Projects

Priority

This program is for bikeway projects within ACHD right-of-way that complete existing gaps in the bikeway system. These may include striping roads, adding shoulder width, paving select sections and re-routing bikeways.

GIS # BK206 Fed Aid # City Limits Classification Commission Dist
 Prj # ITD Key # Prj Length Reason AM, OAP, CM, NR 6

Programmed Expenditures

Prof Services	\$5,000	2006
Construction	\$25,000	2006
Traffic Material	\$5,000	2006

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
BK206	\$35,000	\$0	\$0	\$35,000	\$0	\$35,000

2006 School & Pedestrian / Safety Program

Priority

This program is typically for sidewalks on school routes, school flashing beacons pedestrian signals, and lighting for bus stops.

GIS # SS206 Fed Aid # City Limits Classification Commission Dist
 Prj # ITD Key # Prj Length Reason SAF 6

Programmed Expenditures

Prof Services	\$25,000	2006
RW Acquisition	\$50,000	2006
Construction	\$170,000	2006
Traffic Material	\$45,000	2006

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
SS206	\$290,000	\$0	\$0	\$290,000	\$0	\$290,000

2007 Bikeway Projects

Priority

GIS # BK207 Fed Aid # City Limits Classification Commission Dist
 Prj # ITD Key # Prj Length Reason AM, OAP, CM, NR 6

Programmed Expenditures

Prof Services	\$5,000	2007
Construction	\$25,000	2007
Traffic Material	\$5,000	2007

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
BK207	\$35,000	\$0	\$0	\$35,000	\$0	\$35,000

2007 School & Pedestrian / Safety Program

Priority

GIS # SS207 Fed Aid # City Limits Classification Commission Dist
 Prj # ITD Key # Prj Length Reason SAF 6

Programmed Expenditures

Prof Services	\$25,000	2007
RW Acquisition	\$50,000	2007
Construction	\$190,000	2007
Traffic Material	\$45,000	2007

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
SS207	\$310,000	\$0	\$0	\$310,000	\$0	\$310,000

2008 Bikeway Projects

Priority

GIS # BK208 Fed Aid # City Limits Classification Commission Dist
 Prj # ITD Key # Prj Length Reason AM, OAP, CM, NR 6

Programmed Expenditures

Prof Services	\$5,000	2008
Construction	\$20,000	2008
Traffic Material	\$5,000	2008

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
BK208	\$30,000	\$0	\$0	\$30,000	\$0	\$30,000

Community Program: Safe Route / School Projects

PD Bikeway Projects Priority

GIS #	BKPD	Fed Aid #		City Limits		Classification		Commission Dist
Prj #		ITD Key #		Prj Length		Reason	AM, OAP, CM, NR	6

Programmed Expenditures

Prof Services	\$10,000	PD
Construction	\$30,000	PD
Traffic Material	\$10,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
BKPD	\$50,000	\$0	\$0	\$50,000	\$0	\$50,000

PD School & Pedestrian / Safety Program Priority

GIS #	SSPD	Fed Aid #		City Limits		Classification		Commission Dist
Prj #		ITD Key #		Prj Length		Reason	SAF	6

Programmed Expenditures

Prof Services	\$40,000	PD
RW Acquisition	\$90,000	PD
Construction	\$220,000	PD
Traffic Material	\$70,000	PD

Totals	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
SSPD	\$420,000	\$0	\$0	\$420,000	\$0	\$420,000

Community Program: Community Program Setaside

PD Community Program Setaside					Priority
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GIS #	CPSPD	Fed Aid #		City Limits		Classification		Commission Dist	
Prj #		ITD Key #		Prj Length		Reason		6	

Programmed Expenditures

Prof Services	\$100,000	PD
RW Acquisition	\$100,000	PD
Construction	\$800,000	PD

	Programmed	Funding	Reimbursement	ACHD Portion	Prev Exp + 05 Bdgt	Project Total
CPSPD	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000

Section 3

Appendix

Coordination with Idaho Transportation Department (ITD)

ACHD and ITD work closely to coordinate project construction features and scheduling. Each year, ITD adopts a Statewide Transportation Improvement Program (STIP) that includes projects planned in ITD's District 3 (Southwest Idaho). All ACHD Federal Aid projects are included in the STIP and are also referenced in the FYWP. There are a number of projects planned by ITD that will also impact ACHD's local highway system that are not included in the FYWP. Below is a listing of those projects and the current construction year as identified in the STIP:

- **Overpass Rehabilitation:** ITD routinely programs rehabilitation projects on overpasses of Interstates 84 and 184. These are not roadway widening projects. In most cases, these overpasses are ACHD roadways. These projects are:
 - **Curtis Road Overpass (I-184) 2005**
 - **Orchard Street Overpass (I-84) 2007**
 - **Vista Avenue Overpass (I-84) 2007**
 - **Five Mile Overpass (I-84) 2009**
- **Intersection Projects:** These are either rebuild or expansion projects to ACHD/ITD intersections with improvements funded by ITD:
 - **State Hwy 16 & Floating Feather 2009**
 - Add northbound right turn lane
 - **State Hwy 44 & Glenwood/Gary PD**
 - Resurface intersection with concrete
 - **Eagle Rd (SH55) & McMillan 2009**
 - Add turn lanes; project part of State Hwy 55 operational improvements.

Major Capital Studies

Below is a listing of major capital studies ACHD is planning to conduct within the timeframe of the 2006-2010 Five-Year Work Program. These studies are typically financed through departmental budgets or Federal Aid funding. Studies can be added to or deleted from this list throughout the year based on need, budget, priority and outside funding sources.

- **Downtown Boise Mobility Study:** ACHD is working with ValleyRide, CCDDC, the City of Boise and Boise State University on this study to examine the movement of vehicles, pedestrians and goods in and around the Downtown Boise area. This study will be completed spring 2005.
- **Downtown Meridian Transportation Management Plan:** The purpose of the study is to adopt a transportation management plan that lends itself to making downtown the heart of the community and the center of the valley. As Meridian continues to grow, the elements of the downtown street system, (including capacity, walk-ability, and livability) now need to be re-examined to ensure the continued vibrancy of the downtown area. Study to be completed February 2005.

Projected Major Development-led Projects

Below is a listing of major new roadway projects or roadway extension projects that ACHD anticipates could be constructed by new commercial or residential development. ACHD frequently enters into agreements with local developers to construct new roadways or widen existing roadway to benefit the highway system. These projects can be constructed by developers at significant cost savings when compared to the cost for ACHD to construct them. The timeline of the project is dependent upon development of property in the area.

- Allumbaugh, Franklin to Cassia
- Corporate Drive, west of Meridian Road
- Eisenman Road extension to Isaac's Canyon interchange
- Floating Feather, east and west of SH16
- Hill Road, west of Edgewood to State
- Lake Hazel extension, portions from Maple Grove to Isaac's Canyon interchange
- Pine, Locust Grove to Eagle
- Plaza Drive, 2nd St. to Iron Eagle
- Ustick Rd, Leslie Way to Duane Dr.

COMMISSION DISTRICT INFORMATION	
A five-member Commission governs the ACHD. The term of office for each Commissioner is based on a rotation schedule designated by law. The Board of Commissioners meets in formal weekly sessions. For the location of each of the commissioner's sub-district please see the map on the following page.	
District Number	Commissioner
Sub-District 1	Commissioner Susan S. Eastlake, 2 nd Vice President
Sub-District 2	Commissioner David E. Wynkoop, 1 st Vice President
Sub-District 3	Commissioner John S. Franden, President
Sub-District 4	Commissioner Sherry R. Huber
Sub-District 5	Commissioner Dave Bivens

Exhibit "D"
Gift Deed
(See attached)

Exhibit A to Gift Deed

Legal Description

EXHIBIT A

ACHD Project: Park Center Bridge
Project No.: # 60079

Legal Description for new ROW

A parcel of land situated in the Southwest 1/4 of Section 19, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of said Section 19, a brass disk set in a sidewalk, said point lying S 0°22'24" W, 2650.56' from the West 1/4 corner of said Section 19 a brass cap set in concrete, thence N49°52'15" E, 618.60' more or less to a point on the northeasterly meander line of the Boise River as shown on Record of Survey No. 1053, filed as instrument number 8714943, Records of Ada County, said point being the REAL POINT OF BEGINNING;

Thence N 41°34'52" W, 14.17' along said meander line to a point;

Thence N 57°13'44" E, 1116.51' to a point of curvature;

Thence along a curve to the right having a radius of 1054.00', a delta angle of 11°44'36", an arc length of 216.03', a chord bearing N 63°06'02" E, and a chord distance of 215.65' to a point lying on the southerly boundary of that property own by Ada County (formerly the Oregon Short Line Railroad property), shown as parcel number S0919438400, records of Ada County, said point also being the intersection with a non-tangent curve being concave southerly;

Thence along the southerly boundary of said Ada County property, along a curve to the right having a radius of 1657.09', a delta angle of 3°07'12", an arc length of 90.24', a chord bearing N 89°23'57" E, and a chord distance of 90.23' to a point of intersection with a non-tangent curve being concave southeasterly;

Thence leaving said southerly boundary along said non-tangent curve to the left having a radius of 1026.00, a delta angle of 16°28'13", an arc length of 294.94', a chord bearing S 65°27'51" W, and a chord distance of 293.92' to a point of tangency;

Thence S 57°13'44" W, 1112.17' more or less to a point on the northeasterly meander line of the Boise River;

Thence N 41°34'52" W, 14.17' along said meander line to the Real Point of Beginning.

Said described parcel contains 38,344 Square feet or 0.88 Acres more or less.

Said parcel is subject to easements of record or in use.

Basis of Bearing is S 0°22'24" W along the west boundary of the Southwest 1/4 of Section 19, Township 3 North, Range 3 East, Boise Meridian as measured by GPS means and based upon NAD 83 datum.



Exhibit "E"
Warranty Deed
(See attached)



WARRANTY DEED

FOR VALUE RECEIVED, Barber Mill Company, the Grantor, does hereby grant, bargain, sell and convey unto the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the Grantee, whose address is 318 East 37th Street, Garden City, Idaho 83714-6499, in the following described real property, to-wit:

The property described in Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

TO HAVE AND TO HOLD unto the Grantee and its successors and assigns the said premises, together with all and singular tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging. Grantor does hereby covenant to and with the Grantee that Grantor is the sole owner in fee simple of the above described premises, and that the above described premises are free and clear from all encumbrances, except as set forth below, and that they will warrant and defend the same from all lawful claims whatsoever.


This conveyance is subject to taxes, reservations, covenants, conditions, restrictions, rights of way, and easements of record.

Dated: July 29, 2005

GRANTOR

BARBER MILL COMPANY, an Idaho corporation

By

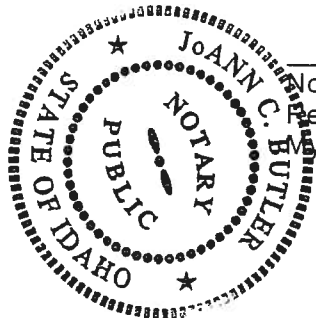


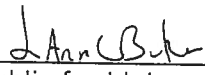
Larry Williams
President

STATE OF IDAHO)
) ss.
County of Ada)

On this 29th day of July, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Williams, known or identified to me to be the President of Barber Mill Company, the corporation that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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





Notary Public for Idaho
Residing at Boise Idaho
My commission expires: 2/20/08

Exhibit A to Warranty Deed
Legal Description

EXHIBIT A

ACHD Project: Park Center Bridge
Project No.: # 60079

Legal Description for Northerly ROW & Easements

A parcel of land situated in the Southwest 1/4 of Section 19, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of said Section 19, a brass disk set in a sidewalk, said point lying S 0°22'24" W, 2650.56' from the West 1/4 corner of said Section 19 a brass cap set in concrete, thence N49°52'15" E, 618.60' more or less to a point on the northeasterly meander line of the Boise River as shown on Record of Survey No. 1053, filed as instrument number 8714943, Records of Ada County, thence N 41°34'52" W, 14.17' along said meander line to a point, said point being the REAL POINT OF BEGINNING;

Thence continuing N 41°34'52" W, 121.85' along said meander line to a point;

Thence N 12°46'57" W, 43.07' along said meander line to a point;

Thence leaving said meander line N 62°54'04" E, 353.04' to a point;

Thence S 80°11'31" E, 59.12' to a point;

Thence N 58°41'14" E, 785.88' more or less to a point lying on the southerly boundary of that property own by Ada County (formerly the Oregon Short Line Railroad property), shown as parcel number S0919438400, records of Ada County;

Thence along the southerly boundary of Ada County property N 86°49'54" E, 141.69' to a point of curvature for a non-tangent curve;

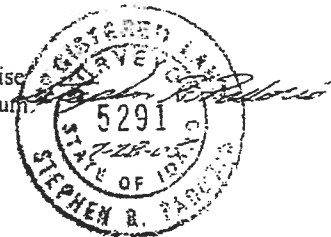
Thence continuing along the southerly boundary of said Ada County property, along a curve to the right having a radius of 1657.09', a delta angle of 1°15'00", an arc length of 36.15', a chord bearing N 87°12'51" E and a chord distance of 36.15' to a point of intersection with a non-tangent curve being concave southeasterly;

Thence leaving said southerly boundary along a curve to the left having a radius of 1054.00, a delta angle of 11°44'36", an arc length of 216.03', a chord bearing S 63°06'02" W and a chord distance of 215.65' to a point of tangency;

Thence S 57°13'44" W, 1116.51' to the Real Point of Beginning.

Said described parcel contains 120,648 Square feet or 2.77 Acres more or less.
Said parcel is subject to easements of record or in use.

Basis of Bearing is S 0°22'24" W along the west boundary of the Southwest 1/4 of Section 19, Township 3 North, Range 3 East, Boise Meridian as measured by GPS means and based upon NAD 83 datum.



ACHD Project: Park Center Bridge
Project No.: # 60079

Legal Description for Southerly ROW & Easements

A parcel of land situated in the Southwest 1/4 of Section 19, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of said Section 19, a brass disk set in a sidewalk, said point lying S 0°22'24" W, 2650.56' from the West 1/4 corner of said Section 19 a brass cap set in concrete, thence N49°52'15" E, 618.60' more or less to a point on the northeasterly meander line of the Boise River as shown on Record of Survey No. 1053, filed as instrument number 8714943, Records of Ada County, thence S 41°34'52" E, 14.17' along said meander line to a point, said point being the REAL POINT OF BEGINNING;

Thence N 57°13'44" E, 1112.17' to a point of curvature;

Thence along a curve to the right having a radius of 1026.00', a delta angle of 16°28'13", an arc length of 294.94', a chord bearing N 65°27'51" E, and a chord distance of 293.92' more or less to a point lying on the southerly boundary of that property owned by Ada County (formerly the Oregon Short Line Railroad property), shown as parcel number S0919438400, records of Ada County, said point also being a point of intersection with a non-tangent curve being concave southerly;

Thence along the southerly boundary of said Ada County property, along a curve to the right having a radius of 1657.09', a delta angle of 9°04'43", an arc length of 262.57', a chord bearing S 84°30'05" E, and a chord distance of 262.29' to a point of intersection with a non-tangent curve being concave southeasterly;

Thence leaving said southerly boundary along said non-tangent curve to the left having a radius of 960.00', a delta angle of 31°09'58", an arc length of 522.19', a chord bearing S 72°48'43" W, and a chord distance of 515.78' to a point of tangency;

Thence S 57°13'44" W, 700.18' to a point;

Thence S 47°51'27" W, 307.07' to a point;

Thence S 86°24'54" W, 114.17' more or less to a point on the northeasterly meander line of the Boise River;

Thence N 41°34'52" W, 61.04' along said meander line to the Real Point of Beginning.

Said described parcel contains 109,342 Square feet or 2.51 Acres more or less.
Said parcel is subject to easements of record or in use.

Basis of Bearing is S 0°22'24" W along the west boundary of the Southwest 1/4 of Section 19, Township 3 North, Range 3 East, Boise Meridian as measured by GPS means and based upon NAD 83 datum.

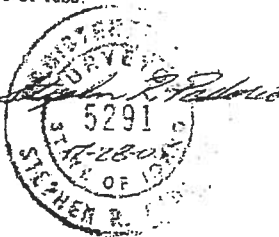


Exhibit "F"

Consent of HDR Engineering, Inc.

(See attached)

CONSENT

HDR ENGINEERING, INC., a Nebraska corporation ("HDR"), hereby acknowledges and consents as follows:

1. HDR previously prepared design plans and other documentation for HARRIS FAMILY RANCH, LLP, an Idaho limited liability partnership, and BARBER MILL COMPANY, an Idaho corporation (collectively "Harris Ranch") in connection with the design and construction of the East ParkCenter Bridge. The design plans and other documentation are referred to herein as the "Plans."
2. Subject to HDR's consent as provided herein, Harris Ranch intends to provide the Plans to the ADA COUNTY HIGHWAY DISTRICT ("ACHD").
3. HDR hereby consents and provides permission to Harris Ranch to provide the Plans to ACHD and concurrently authorizes ACHD to use the Plans for any lawful purposes whatsoever.
4. Any reuse of the Plans by ACHD will be at ACHD's sole risk and without liability or legal exposure to HDR and its subconsultants, and ACHD agrees to waive any claims, damages, losses and expenses it has or may have in the future against HDR and its subconsultants arising out of such reuse and will hold HDR and its subconsultants harmless from any third party claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom.

In witness whereof, this Consent has been executed as of this 28th day of July, 2005.

HDR Engineering, Inc.

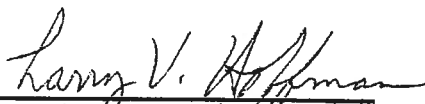

By: Larry V. Hoffman
Its: Vice President

Exhibit "G"

Construction Easement

(See attached)

[Confirm that the following Construction Easement is ACHD's current form.]

CONSTRUCTION EASEMENT

THIS CONSTRUCTION EASEMENT, is made this _____ day of _____, 2005, by _____, the "GRANTOR," in favor of ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTEE".

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the term and uses and on the terms and conditions hereinafter set forth, GRANTOR does hereby grant to the GRANTEE an easement (the "Easement") under, over, through and across that certain real property owned by GRANTOR situated in the COUNTY OF ADA, STATE OF IDAHO more particularly described or depicted on **Schedule 1** attached hereto and by this reference made a part hereof (the "Servient Estate").

This grant is made on the following terms:

1. Authorized Uses By GRANTEE. The GRANTEE'S use of the Easement granted herein shall be in connection with the construction and improvement of a highway on adjoining and abutting property owned by GRANTEE (the "Dominant Estate"), for access and egress for equipment and vehicles, for construction, excavation, storage of earth and other materials thereon, for surveying, and for all other reasonable uses that are necessary, advisable or convenient to GRANTEE in connection with such highway construction and improvement, and for ingress and egress to and from the Dominant Estate.
2. Use by Others Under GRANTEE. The GRANTEE'S right to so use the Servient Estate during the term of the Easement shall extend to use by GRANTEE'S Commissioners, employees, contractors and agents.
3. Term. This Easement shall be for a term commencing on the date of the GRANTOR'S execution of this indenture and terminate on the completion of the highway construction and improvement project on the Dominant Estate. On the expiration of the term of this Easement, the rights and privileges granted to GRANTEE hereunder shall cease and terminate and this Easement shall be null and void and of no further force and effect.
4. Indemnification. GRANTEE hereby indemnifies and holds GRANTOR harmless from and against any and all loss, injury, death and damage, and attorney's fees and costs that might be incurred by GRANTOR in defending any claim that may result from the use of the Servient Estate by GRANTEE, its Commissioners, employees, contractors and agents, hereunder.

5. Binding Effect. This Easement, and the covenants and agreements herein contained, shall, during the entire term hereof, be binding upon and inure to the benefit of (i) GRANTEE AND GRANTOR, respectively, and their successors and assigns, and (ii) their respective interests in the Dominant and Servient Estates.

6. Appurtenant. The Easement herein granted is appurtenant to the Dominant Estate.

TO HAVE AND TO HOLD this Easement unto the GRANTEE for the term hereinabove set forth.

GRANTOR covenants to the GRANTEE that (a) the GRANTEE shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and, (b) GRANTOR warrants to the GRANTEE that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to GRANTEE.

IN WITNESS WHEREOF, this Construction Easement has been duly executed by GRANTOR, the day, month and year herein first above written.

GRANTOR:

By: _____

Its: _____

Schedule 1 to Construction Easement
Servient Estate

Exhibit "H"
Slope Easement
(See attached)

[Need to get ACHD form for slope easement]

PERMANENT SLOPE/CUT EASEMENT AGREEMENT

THIS PERMANENT SLOPE/CUT EASEMENT AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 20__, by and between _____, hereinafter referred to as "GRANTOR", and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, hereinafter referred to as "ACHD";

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR owns the real property located in Ada County, State of Idaho as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Servient Estate").

1.2 ACHD owns and has exclusive jurisdiction over the public rights-of-way and Highways (as used in the Agreement, the term "Highway" is as defined in Idaho Code § 40-109(5)) located in Ada County, Idaho and including the Highway which abuts and adjoins the "Servient Estate" (the "Dominant Estate").

1.3 ACHD is improving, reconstructing and/or constructing the Highway on the Dominant Estate and desires to obtain a slope/cut easement on, under, over and across the Servient Estate in order to provide structural integrity to such Highway and/or stability to the adjacent embankment, and, on the terms and conditions hereinafter set forth, GRANTOR is willing to grant such easement to ACHD.

SECTION 2. Grant and Authorized Use; Use not Exclusive.

2.1 On the terms and conditions hereinafter set forth, GRANTOR hereby grants to ACHD a perpetual easement on, under, over and across the Servient Estate for the following uses and purposes and no others:

(a) the construction and for the placement of base material, dirt and related clean fill creating a permanent fill slope supporting the adjacent Highway on the Dominant Estate and/or the construction of a permanent cut slope allowing for the stability of the embankments which adjoin the Highway on the Dominant Estate (hereinafter collectively "Slope"); and for maintenance and repair of such Slope.

ALT: and access on the Servient Estate for planting of grass and other landscaping on the surface of the Servient Estate and for related improvements, as described on Exhibit "B".

2.2 This Agreement does not extend to ACHD the right to use the surface of the Servient Estate to the exclusion of GRANTOR, and ACHD's rights under this Agreement are subject to the rights of the GRANTOR and GRANTOR's guests, invitees, agents and contractors to use and enjoy the surface of the Servient Estate and landscape and irrigate the same, provided the structural integrity of the Slope is not compromised by such activities.

SECTION 3. Consideration.

As consideration for the grant of this easement ACHD agrees to pay GRANTOR _____ Dollars (\$_____), receipt of which is hereby acknowledged.

ALT: In addition ACHD agrees to plant and install the landscaping on the Servient Estate described on Exhibit "B", at no cost to GRANTOR.

SECTION 4. Construction and Installation.

The construction of the Slope on, under, over and across the Servient Estate, and any repair and maintenance thereof, shall be accomplished according to good engineering practices. All costs and expenses related to the design, construction, maintenance and repair of the Slope shall be the sole responsibility and obligation of, and shall be paid by, ACHD. Provided, the costs of irrigating, weeding, fertilizing, replacing diseased and dead shrubs and plants and otherwise maintaining any landscaping placed or installed on the surface of the Servient Estate after completion of the construction of the Slope by ACHD shall be at the sole cost and expense of GRANTOR.

SECTION 5. Maintenance

ACHD shall maintain the physical integrity of the Slope in good condition and repair and as required to satisfy all requirements of applicable laws, the policies of ACHD and sound engineering practices. Unless necessitated by acts of GRANTOR, GRANTOR's guests, invitees, contractors or agents: (i) the repair and maintenance of the structural integrity of the Slope, and (ii) the restoration of any landscaping planted or installed after completion of the construction of the Slope necessitated by repairs and maintenance to the structural integrity of the Slope by ACHD, shall be at the sole cost and expense ACHD.

SECTION 6. Compliance with the Law.

In its use of the Servient Estate, ACHD hereby covenants and agrees to comply in all respects with any and all federal, state and local statutes, law, ordinances, codes, policies, rules and regulations.

SECTION 7. Indemnification.

ACHD hereby indemnifies and saves and holds GRANTOR harmless from and against any and all claims for loss, injury, death or damage, and reasonable attorney's fees and costs that may be incurred by GRANTOR in defending such claims, caused by or arising out of its construction of the Slope on the Servient Estate, and any repair or maintenance thereof by or under the authority of ACHD.

SECTION 8. Covenants Run with the Land.

This Agreement shall be a burden upon the Servient Estate and shall be appurtenant to and for the benefit of the Dominant Estate, and shall run with the land.

SECTION 9. Exhibits.

All exhibits attached hereto and the recitals contained herein are incorporated herein as if set forth in full herein.

SECTION 10. Successors and Assigns.

This Agreement, the slope easement herein granted, and the covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns to the Servient and Dominant Estate.

SECTION 11. Recordation.

This Agreement shall be recorded in the Official Real Property Records of Ada County, Idaho.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

**PARKCENTER BOULEVARD EXTENSION TO WARM SPRINGS AVENUE,
INCLUDING THE EAST PARKCENTER BRIDGE**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "**Amendment**") is made and entered into this 28th day of November, 2007 by and between HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership ("**Harris Family Limited Partnership**"), BARBER MILL COMPANY ("**Barber Mill Company**"), an Idaho corporation (Harris Family Limited Partnership and Barber Mill Company are sometimes herein collectively referred to as "**Harris Ranch**"), and ADA COUNTY HIGHWAY DISTRICT (herein "**ACHD**").

RECITALS

A. The parties entered into a Development Agreement dated July 29, 2005 (the "**Development Agreement**").

B. Section 5.3 of the Development Agreement states that ACHD may have to provide wetlands mitigation as required by the U.S. Army Corps of Engineers or other governmental entities in connection with the Project, as such term is defined in the Development Agreement.

C. Section 5.3 of the Development Agreement also states that Harris Ranch will cooperate in assisting ACHD in any wetland mitigation requirements identified during the permitting process, including but not limited to donating a portion of wetlands owned by Harris Ranch in order to accomplish the wetland mitigation required by governmental agencies.

D. Section 5.3 of the Development Agreement also states that any such provision of wetlands shall be eligible for Impact Fee Reimbursement collected in Harris Ranch, Idaho.

E. The parties desire to amend their obligations under Section 5.3 of the Development Agreement as set forth in this Amendment. The Development Agreement remains in full force and effect except as specifically amended by this Amendment.

F. The parties intend by this Amendment to specify the means by which Harris Ranch will satisfy its obligations regarding the wetland mitigation requirements set forth in the Development Agreement. Harris Family Limited Partnership agrees pursuant to this Amendment to donate approximately 10 acres of wetlands and does hereby waive any potential Impact Fee

Reimbursement set forth in the Development Agreement of \$7.00 per square foot relating to wetland mitigation reimbursement for the donation.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the recitals, which are incorporated in this Amendment, and in consideration of the premises and the agreements hereinafter contained, ACHD, Harris Family Limited Partnership and Barber Mill Company agree as follows:

SECTION 1. Definitions. All capitalized terms in this Amendment that are not defined herein shall have the same meaning ascribed to them in the Development Agreement.

SECTION 2. Recitals. The recitals above are incorporated into the body of this Amendment.

SECTION 3. Amendment of Section 5.3. Section 5.3 of the Development Agreement is hereby amended and restated in its entirety as follows:

"5.3 ACHD is required by the U.S. Army Corps of Engineers to provide a certain number of acres of improved wetlands to satisfy the wetland mitigation due to the construction of the Project. Harris Family Limited Partnership has agreed to the following:

i. Harris Family Limited Partnership shall provide a conservation easement on acreage north of the Boise River near the Project, which acreage (the "**Property**") is identified and more particularly described in the conservation easement, which is substantially in the form attached hereto, marked as **Schedule 1** (the "**Conservation Easement**") and incorporated herein by reference. Harris Family Limited Partnership agrees to make any additional changes or modifications to the Conservation Easement as may be reasonably required by the U.S. Army Corps of Engineers and/or ACHD.

ii. Harris Family Limited Partnership agrees to construct improvements on the Property to meet requirements of the U.S. Army Corps of Engineers to satisfy in all respects the U.S. Army Corps of Engineers' requirements for ACHD's wetland mitigation for the Project. To provide such construction, Harris Family Limited Partnership shall engage a professional firm pursuant to a written agreement (the "**Services Agreement**") approved in writing by ACHD that complies with all requirements of the U.S. Army Corps of Engineers. In connection with the Services Agreement, Harris Family Limited Partnership agrees as follows:

(1) After ACHD approves the Services Agreement, Harris Family Limited Partnership shall not amend, terminate, or assign the agreement without the prior written consent of ACHD;

(2) Harris Family Limited Partnership shall not consent to the professional firm using subcontractors or engaging consultants not employed by the professional firm without ACHD's prior written consent;

(3) The Services Agreement shall provide that Harris Family Limited Partnership may require the professional firm to deliver a public presentation regarding the project. Harris Family Limited Partnership shall request the professional firm to deliver such a presentation if requested to do so by ACHD.

(4) Harris Family Limited Partnership shall not approve any design plans, mitigation plans, or project schedule changes pursuant to the Services Agreement without the prior written consent of ACHD.

(5) Harris Family Limited Partnership shall not waive any rights under the Services Agreement without the prior written consent of ACHD.

(6) If ACHD determines that the professional firm has defaulted under the Services Agreement, Harris Family Limited Partnership shall assign the Professional Services Agreement to ACHD if ACHD requests such assignment and Harris Family Limited Partnership shall take all steps necessary under the Services Agreement to effect such assignment.

iii. In exchange for providing the Conservation Easement and the construction and maintenance of the wetlands as provided in the Conservation Easement, the Services Agreement, the 404 permit, or any other applicable regulations, ACHD agrees to pay to Harris Family Limited Partnership the sum of One Million Three Hundred Three Thousand Five Hundred Thirty Three and No/100ths Dollars (\$1,303,533.00). Payment by ACHD to Harris Family Limited Partnership of such sum shall be made at such times as Harris Family Limited Partnership is required to make payments under the Services Agreement. Neither Harris Family Limited Partnership nor Harris Ranch shall be eligible for any Impact Fee Reimbursement for the acreage provided by Harris Family Limited Partnership for wetlands mitigation. All funds paid by ACHD shall be paid to Harris Family Limited Partnership and not to Barber Mill Company, and Barber Mill Company hereby releases any claim, right, title or interest in and to such payments by ACHD to Harris Family Limited Partnership.

iv. This Amendment shall fully satisfy the requirements of ACHD, Harris Family Limited Partnership, Barber Mill Company, and Harris

Ranch, for the requirements set forth in paragraphs 5.3 and 6.1(d) of the Development Agreement."

SECTION 4. Restatement of Development Agreement. The Development Agreement, except as modified by this Amendment, shall remain in full force and effect.

SECTION 5. Miscellaneous.

5.1 Incorporation of Schedules.

It is agreed that all schedules to this Amendment are incorporated herein by reference and made a part of the terms, provisions and covenants of this Amendment.

5.2 Binding Effect.

This Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

5.3 Counterparts.

This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5.4 Confidentiality.

The parties agree that the terms of this Amendment shall be held in confidence and shall not be revealed to any third person or entity except (i) as agreed by both parties, or (ii) as required by law or a court of competent jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

HARRIS FAMILY LIMITED PARTNERSHIP,
an Idaho limited partnership

By: Harris Management, LLC, its General Partner

By: Felicia Harris Burkhalter
Felicia Harris Burkhalter
Manager

By: Mildred H Davis
Mildred H. Davis
Manager

By: Brian Randolph Harris
Brian Randolph Harris
Manager

By: Alta M. Harris
Alta M. Harris
Manager

BARBER MILL COMPANY, an Idaho corporation

By _____
Larry Williams
President

Attest:

Secretary

ADA COUNTY HIGHWAY DISTRICT

By: John F. [Signature]
Title: President

Attest:

William J. Schweitzer
Director

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

HARRIS FAMILY LIMITED PARTNERSHIP,
an Idaho limited partnership

By: Harris Management, LLC, its General Partner

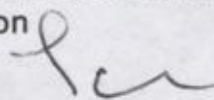
By: _____
Felicia Harris Burkhalter
Manager

By: _____
Mildred H. Davis
Manager

By: _____
Brian Randolph Harris
Manager

By: _____
Alta M. Harris
Manager

BARBER MILL COMPANY, an Idaho corporation

By:  _____
Larry Williams
President

Attest:

Secretary

ADA COUNTY HIGHWAY DISTRICT

By _____
Title: President

Attest:

Director