

# BINGHAM COUNTY COMMISSIONERS

Whitney Manwaring, Chairman

Mark R. Bair

Eric Jackson



Lindsey Dalley, Commission Clerk  
501 N. Maple Room 204  
Blackfoot, ID 83221  
Phone (208) 782-3013  
Fax (208) 785-4131

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## Wednesday, January 3, 2024

- |            |   |               |
|------------|---|---------------|
| 8:15 a.m.  | Approval of Cash Warrants, Claims & Administrative Documents.   | {ACTION ITEM} |
| 8:15 a.m.  | Approval of Tax Inquiry Documents submitted by the County Assessor.   | {ACTION ITEM} |
| 8:30 a.m.  | Weekly update meeting with Sheriff Gardner.   |               |
| 9:00 a.m.  | Weekly update meeting with Dusty Whited- Public Works Director.   |               |
| 9:00 a.m.  | Approval & signing of Agreement for Professional Services with Keller Associates for FY 2024 on-call engineering & surveying services.  | {ACTION ITEM} |
| 9:00 a.m.  | Discussion & Decision regarding culvert maintenance in public right Of ways.  | {ACTION ITEM} |
| 10:00 a.m. | Executive Session pursuant to Idaho Code Section 74-206(1)(f), to Communicate with Legal Counsel regarding pending/imminently-Likely litigation & Idaho Code Section 74-206(1)(a)&(b), to consider Personnel Matters. | {ACTION ITEM} |
| 10:00 a.m. | Bi-weekly update meeting with Ryan Jolley- County Prosecuting Attorney.   |               |
| 10:30 a.m. | Request for release of 5/6 of bond for River Run Subdivision Division 2- Requested by Lisa Phelps.  | {ACTION ITEM} |
| 11:00 a.m. | Meeting with Maggie Mann to receive update from Southeast Idaho Public Health.  |               |
| 11:30 a.m. | Discussion & potential decision regarding deeding Royal Street back to The City of Blackfoot- Requested by Gwen Inskeep- County Surveyor.   | {ACTION ITEM} |
| 11:30 a.m. | Discussion & potential decision regarding the need for a Road Vacation On 1600 W. (Little Butte Road)- Requested by Gwen Inskeep- County Surveyor.  | {ACTION ITEM} |
| 2:00 p.m.  | Bridge Replacement Status Meeting- held at Blackfoot City Hall- Commissioners May attend.   |               |

“Potato Capital”

## AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of \_\_\_\_\_ ("Effective Date") between the Bingham County, Idaho ("Owner") and Keller Associates, Inc. ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: FY 2024 On-Call Engineering & Surveying Services ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

**SCOPE:** Consultant's services under this Agreement are generally identified as follows:

For the period of January 1, 2024 to September 30, 2024, Consultant will provide professional engineering, surveying, and planning consulting services on an "on call" and "as needed" basis to Bingham County Public Works. Each request will be mutually agreed upon by the Bingham County Public Works Director and the Consultant. Larger, more specific tasks will be authorized by Independent Task Orders which will establish a detailed scope, schedule, and budget for each endeavor. No work will be performed without the written consent or approval of the Bingham County Public Works Director.

**SCHEDULE:** The Agreement shall commence on the above written date. Consultant anticipates completing its services within the time outlined in each individual Task Order or as agreed upon.

**COMPENSATION:**

*Basic Services.* As compensation for services to be performed by Consultant, the Owner will pay consultant on a time and materials basis with a not to exceed fee of \$15,000 (fifteen thousand dollars). Compensation will be according to the billing rates included as Attachment A, updated semi-annually in January and July.

*Additional Services.* Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. The Terms and Conditions attached are included and incorporated in this agreement by this reference. Owner and Consultant further acknowledge that they have reviewed and accepted the attached Terms and Conditions.

**OWNER: BINGHAM COUNTY, IDAHO**

**CONSULTANT: KELLER ASSOCIATES, INC.**

Signature: \_\_\_\_\_  
Name: Whitney Manwaring  
Title: Commission Chair  
Address: 501 N. Maple #204  
Blackfoot, ID 83221  
Telephone: (208) 785-8040  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: James P. Mullen  
Title: Vice President  
Address: 305 N 3rd Ave., Ste A  
Pocatello, ID 83201  
Telephone: (208) 238-2146  
Date: 12/20/23



## TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.  
**Interest.** If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.  
**Suspension.** If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **ACCEPTANCE OF WORK** – *Pursuant to the scope of services described herein, Consultant shall perform the services which will be subject to the Owner's review and approval, which will not be unreasonably withheld. The Consultant shall make Owner's requested revisions to the services and/or deliverables (consistent with the scope of work), correcting any negligent errors or omissions within the deliverables without additional compensation to the Consultant. Consultant will be compensated for additional services for Owner-requested out of scope items and for rework triggered by Owner-requested changes to previously agreed upon design criteria and concepts.*
6. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement *and respective Task Orders*. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, Force Majeure events (i.e. acts of God, riots, wars, sabotage, strikes, civil disturbances, pandemics, government declared emergencies, etc.), or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement *and task orders* shall be negotiated and an equitable adjustment in compensation and schedule shall be made.
7. **TERMINATION OR REDUCTION OF SERVICES** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf. If Owner elects to terminate, modify, or reduce any portion of Consultant's services under this Agreement, Owner shall indemnify Consultant from any damages related to the services or activities Consultant did not provide.
8. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
9. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner and to all construction contractors and subcontractors on the Project, due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed the Consultant's total fee of the respective Task Order.



10. **OPINIONS OF COST** – Consultant’s opinions of probable cost represent Consultant’s judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
11. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.
12. **MISCELLANEOUS**

**Right of Entry:** Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

**Dispute Resolution:** Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

**Hazardous Environmental Conditions:** The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

**Subsurface Investigations:** In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

**Consultant Reliance:** Owner shall make available to Consultant all relevant information pertinent to the Project. Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

**Certifications:** Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

**Severability & Waiver:** In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

**Joint Drafting:** The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.



Attachment A

**KELLER ASSOCIATES, Inc.**  
**2024 TITLE CODE BILLING RATES**  
January 1, 2024

Project Engineer - I	\$105	-	\$130
Project Engineer - II	\$130	-	\$170
Project Engineer - III	\$175	-	\$230
Project Manager - I / II	\$145	-	\$180
Project Manager - III	\$180	-	\$240
Structural - I	\$105	-	\$130
Structural - II	\$130	-	\$170
Structural - III	\$175	-	\$230
Chief Engineer/Structural Engineer			\$290
CAD - I	\$85	-	\$105
CAD - II	\$110	-	\$130
CAD - III	\$135	-	\$160
CAD Manager			\$190
Electrical/Controls - I	\$110	-	\$130
Electrical/Controls - II	\$130	-	\$170
Electrical/Controls - III	\$175	-	\$230
Principal	\$245	-	\$300
Survey - I	\$100	-	\$125
Survey - II	\$125	-	\$150
Survey - III	\$155	-	\$185
Field Representative	\$110	-	\$145
Engineering Student			\$75
Administration - I	\$80	-	\$90
Administration - II	\$90	-	\$125

**Other Billing Terms**

- Mileage: Billed at Federal Rate (currently \$0.655 per mile)
- Per Diem: \$60.00 per day
- Reimbursable Expenses at Cost x 1.05
- Subconsultant Expenses at Cost x 1.10
- After Hrs. & Weekend Field Work at Cost x 1.25
- Seepage Testing Equipment: \$800/month (1 month minimum charge)
- Flow Meter Equipment: \$1,500/month/meter (1 month minimum charge)
- 3D Survey Scanner Equipment: \$625/day
- Remote Bathymetric Survey Equipment: \$750/day
- Drone: \$100/day
- UTV: \$150/day
- Specialty Software - Project specific
- The Title Code Billing Rates are effective January 1, 2024 and will be adjusted semi-annually in January and July of subsequent years

CONFIDENTIAL





Meeting Date: January 3, 2024  
Meeting Time: 10:30 am.



## REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioners holds meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Dalley, Commission Clerk, at (208)785-3013.

Name: Kaleb & Lisa Phelps

Email: kalebphelps@gmail.com

Phone Number: 208-681-2277

Address: 1382 N 750 E Shelley, ID 83274

1. What is the topic of discussion that you wish the Board to have?

We are requesting that 5/6 of the money bonded for Division 2 of River Run Subdivision (minus the irrigation) be released as all improvements have been completed. However, the ditch running through Lot 4 and Lot 5 has not been tested as there was no water in the canals at the time this ditch was constructed. We are requesting the 5/6 release of everything, except the irrigation, so that we can pay Depatco for construction of the County road as it has been completed and accepted by the County. The amount requested is \$295,311.92.

2. Approximately how much time will you need for this agenda item?

10 minutes

3. Will you be requesting that the Board make a decision?

Yes

4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

Yes, I have included a copy of the development agreement, and an email from Tiffany Olsen stating that we could request a partial release.

5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

Tiffany Olsen.



**FW: River Run Estates Division No. 2 - Access Inspection and Approval**

Tiffany Olsen <TOlsen@binghamid.gov>

Mon, Dec 18, 2023 at 11:08 AM

To: Lisa Phelps <lisaphelps22@gmail.com>

Cc: Kaleb Phelps <kalebphelps@gmail.com>, Gwen Inskeep <Ginskeep@binghamid.gov>, Dusty Whited <DWhited@binghamid.gov>

Lisa,

The requirements of Special Condition No. 2 are partially satisfied with the acknowledgment from the Gillmores and Bolanders. The irrigation system will need to be tested as to operational status for all lots within the Subdivision when the water is in the ditch. Additionally, Depatco called today and stated the payment you initiated last week wasn't received. I don't know if you were aware of that? That payment relates to Special Condition No. 5 in the Development Agreement.

It has not occurred, at least that I can say I am aware of from 2020 forward, to release a portion of the bond while other improvements remain to be satisfied. But in this specific circumstance (where the acceptance of the County road has occurred and there is an outstanding condition to be met), you could request a partial 5/6 reimbursement of the bond amount related to construction, less the irrigation system costs (from the Engineers Estimate). I will confer with Dusty but I don't anticipate that to be an issue. The request will go to the Board of County Commissioners for approval.



**Tiffany G. Olsen**  
Director

Bingham County Planning & Development  
490 North Maple Street, Suite A  
Blackfoot, ID 83221  
Office: 208-782-3177

*This email is intended exclusively for the addressee(s) named above and may contain privileged and confidential information. If you are not among the intended recipients, you may not copy, utilize or distribute any of the information contained herein. If you have received this email in error, please notify me immediately via return email and delete the original from your mailbox. Thank you.*

*\*Note: My email address has changed – it is now [tolsen@binghamid.gov](mailto:tolsen@binghamid.gov)*

[Quoted text hidden]





Meeting Date: January 31, 2023  
Meeting Time: 11:30 am

## REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioner's hold meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Dalley, Commission Clerk, at (208)785-3013.

Name: Gwen Inskeep

Email: [ginskeep@binghamid.gov](mailto:ginskeep@binghamid.gov)

Phone Number: 208-604-2708

Address: 501 N. Maple St. Blackfoot ID 83221

1. What is the topic of discussion that you wish the Board to have?

Discussion on deeding Royal Street back to the City of Blackfoot.

2. Approximately how much time will you need for this agenda item?

15-20 minutes

3. Will you be requesting that the Board make a decision?

Yes. A resolution may be required.

4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

Yes.

5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

Dusty Whited – 208-782-3864 - [DWhited@binghamid.gov](mailto:DWhited@binghamid.gov)

Ryan Jolley – 208-782-3100 – [rjolley@binghamid.gov](mailto:rjolley@binghamid.gov)

Scott Murphey – 208-680-8238 – [smurphey@cityofblackfoot.org](mailto:smurphey@cityofblackfoot.org)

Marc Carroll - 208-785-8600 – [mcarroll@cityofblackfoot.org](mailto:mcarroll@cityofblackfoot.org)

Grahm Anderson – 208-785-8600 – [ganderson@cityofblackfoot.org](mailto:ganderson@cityofblackfoot.org)

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Dalley at [Ldalley@binghamid.gov](mailto:Ldalley@binghamid.gov), at least 24 hours prior to your scheduled meeting time.

COPY



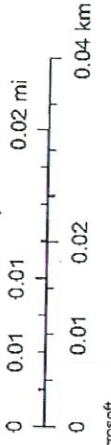
# Bingham County Web Map



9/5/2023, 2:43:38 PM

- Parcels
- City Boundaries
- County Boundary
- Parcels

1:1,128



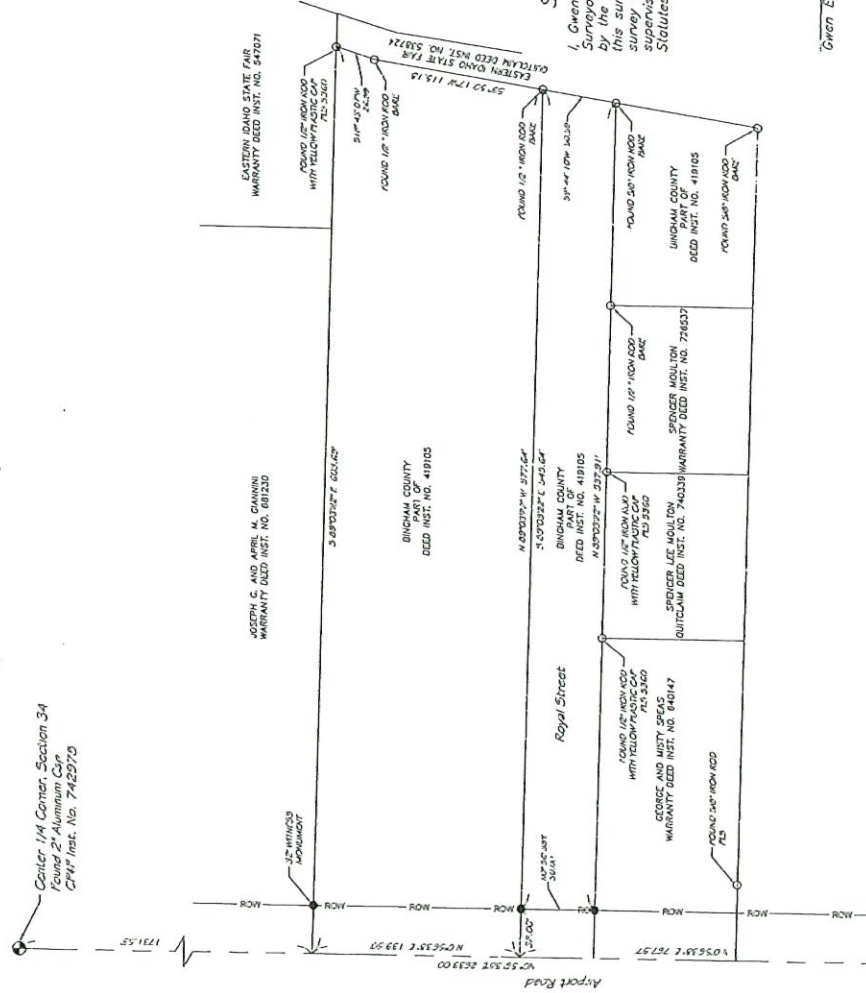
Maxar, Microsoft



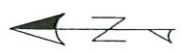
# Part of the Southeast 1/4 of Section 34 Township 2 South, Range 35 East of Boise Meridian Bingham County, Idaho

Instrument # 758609  
BINHAM COUNTY DEED REC. 11-27-2023 PM No. 419105  
PAUL M. W. BINGHAM COUNTY  
Erillion Recorder/Deputy, Tr. 038 03

Center 1/4 Corner, Section 34  
Found 2" Aluminum Cap  
CPI# Inst. No. 7422770



- LEGEND**
- FOUND IRON ROD, AS NOTED
  - SET 1/2" IRON ROD WITH PLASTIC CAP, PLS. 18258
  - ⊙ CENTER SECTION CORNER
  - ⊙ QUARTER SECTION CORNER
  - SECTION LINE
  - - - - CASEMENT LINE
  - \_\_\_\_\_ DEED LINE



### SURVEY NARRATIVE

This survey was requested by the Bingham County Commissioners to determine the boundary of 2 Bingham County parcels as described in Deed Inst. No. 419105 for the placement of a fence.

Royal Street and the northerly, contiguous parcel were being the South Quarter Corner and Center Quarter Corner of Section 34, T2S, R35E B.M. and is N 00°56'38" E, Idaho State plane coordinate system, Idaho East Zone (1101 1D E), with monument as follows: a combined stake, factor of 1:6002626890 from NAD 11 34-2-6662, W1122030.36753"

### REFERENCES

- (01) DEED, INST. NO. 419105, 08/27/1993
- (02) WARRANTY DEED, INST. NO. 538724, 02/20/2004
- (03) QUICLAIM DEED, INST. NO. 538724, 01/17/2012
- (04) WARRANTY DEED, INST. NO. 640147, 02/17/2012
- (05) WARRANTY DEED, INST. NO. 681230, 10/26/2016
- (06) WARRANTY DEED, INST. NO. 726537, 12/30/2020
- (07) QUICLAIM DEED, INST. NO. 740333, 12/13/2021
- (08) RECORD OF SURVEY, INST. NO. 412947, 01/22/1993
- (09) RECORD OF SURVEY, INST. NO. 407026, 09/29/1998

### SURVEYORS CERTIFICATE

I, Owen E. Inckoop, a Registered Professional Land Surveyor in the State of Idaho, currently employed in the County of Bingham, do hereby certify that this copy is an accurate representation of the survey conducted by myself or under my direct supervision and that all pertinent Idaho State Statutes have been met.



Owen E. Inckoop License No. 18258 Date \_\_\_\_\_



Bingham County - Royal Street Property  
Drawn 11/02/2023 by LSI  
Date: 11-02-2023  
Scale: 1" = 40'

COUNTY OF

DISTRICT COURT  
SEVENTH JUDICIAL DISTRICT  
BINGHAM COUNTY, IDAHO  
Dated 9-14-93

DISTRICT COURT  
SEVENTH JUDICIAL DISTRICT  
BINGHAM COUNTY, IDAHO

REID K. LARSEN  
Attorney at Law  
157 North Broadway  
Blackfoot, Idaho 83221  
(208) 785-8600

JEAN E. SPILIN, CLERK  
BY *[Signature]* 93 SEP -3 10:55 X  
CV-93-14122

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM, AND IN THE

CITY OF BLACKFOOT,  
A MUNICIPAL CORPORATION

Plaintiff,

vs.

HERBERT B. HANSEN,  
AND KIRT D. HANSEN, et al,

Defendants.

CASE NO. CV 93-14122

JUDGMENT

418757

In this action the defendants having been served with process and having failed to appear and the default of the said defendants having been entered, and evidence having been introduced in open session in this court in support of plaintiff's claim alleged in its complaint, and the court specifically finding that the plaintiff is entitled to the relief prayed for in his complaint on the basis of the proof abduced before this court;

NOW, THEREFORE, it is hereby ordered, judged and decreed:

- 1. That the plaintiff, City of Blackfoot, have title quieted in it as against all claims of all defendants named in said complaint to quiet title, and specifically that it be, and is declared to be, the sole owner of the property described to wit:

ALL OF THE PROPERTY SITUATED IN THE CITY OF BLACKFOOT, COUNTY OF BINGHAM, STATE OF IDAHO, BEING PART OF THE SOUTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 35 E., BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS: Part of the S.W. 1/4 SE 1/4 of Section 34, Township 2 South, Range 35 East, B.M., City of Blackfoot, Bingham County, Idaho describes as: Beginning at a point that is N 00° 00' E 767.97 feet along the locally established north south center section line (Point being S 00° 00' E. 551.50 feet from the locally accepted northwest corner of the SW 1/4 SE 1/4) from the south 1/4 corner of said Section 34 and running thence N 00° 00' E 139.50 feet along said north south center section line to the southwest corner of Deed Instrument No. 176969; thence S 90° 00' E 603.62 feet; (Deed Instrument No. 115833 distance is 599.5 feet); thence S 17° 38' W 26.97 feet (Deed Instrument No. 115833


# 19-61 #



distance is 26.10 feet); thence S 08° 54' W 115.16 feet; thence N 90° 00' W 577.71 feet to the point of beginning. Parcel contains 1.89 acres and is subject to a 32 foot road right-of-way along the west side and is attached to the following parcel: Beginning at a point that is N 00° 00' E 717.97 feet along the locally established north south center section line (Point being S 00° 00' E 601.5 feet from the locally accepted northwest corner of the SW 1/4 SE 1/4) and S 90° 00' E 435.00 feet from the south 1/4 corner of said Section 34 and running thence S 90° 00' E 134.88 feet; thence S 08° 54' W 96.16 feet to the north line of Deed Instrument No. 129902; thence N 90° 00' W 120.00 feet to the southeast corner of Deed Instrument No. Book 96 Page 129; thence N 00° 00' E 95.00 feet along said Deed to the point of beginning. Also part of SW 1/4 SE 1/4 of Section 34, Township 2 South, Range 35 East, B.M., City of Blackfoot, Bingham County, Idaho described as: Beginning at a point that is N 00° 00' E 717.97 feet along the locally established north south center section line, point being S 00° 00' E 601.50 feet from the locally accepted northwest corner of the SW 1/4 SE 1/4 and S 90° 00' E 31.90 feet to the easterly right-of-way of Airport Road all from the South 1/4 corner of Section 34 and running thence N 00° 00' E 50.00 feet; thence S 90° 00' E 545.81 feet; thence S 08° 54' W 50.61 feet; thence N 90° 00' W 537.98 feet along Deed Instrument No. Book 96 Page 129 to the point of beginning. Parcel contains 0.62 acres.

Dated this 3rd day of September, 1993.

418757

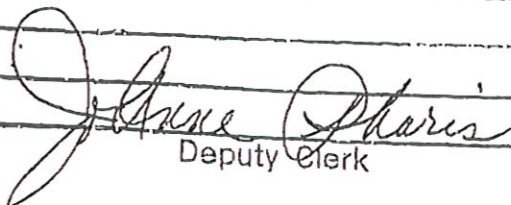
  
JAMES C. HERNDON, District Judge

District Court; Seventh Judicial District  
Bingham County, Idaho 9-3-93

I hereby certify that a full, true and correct copy of the foregoing instrument was mailed, personally delivered or transmitted by facsimile machine to the following:

Kirt D. Hansen; 2554 Glenwood Ave.; Rialto, CA; 92376

By:

  
Deputy Clerk

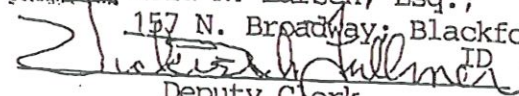
BRINGHAM COUNTY CLERK  
CLERK OF DISTRICT COURT

FEE 6.00 DEP. JP.

93 SEP 14 AM 11:16  
City of Blackfoot  
RECORDED AT THE REQUEST OF

I hereby Certify that a full, true & correct copy of the foregoing instrument was mailed

this 14th day of September, 1993.

Reid K. Larsen, Esq.;  
157 N. Broadway, Blackfoot, ID 8322  
  
Deputy Clerk



## D E E D

For Value Received, the City of Blackfoot, a Municipal Corporation, grantor, does hereby Grant, Bargain, Sell and Convey unto Bingham County, a subdivision of the State of Idaho, whose current address is 501 North Maple, Blackfoot, Idaho, the following described real estate, to-wit:

ALL OF THE PROPERTY SITUATED IN THE CITY OF BLACKFOOT, COUNTY OF BINGHAM, STATE OF IDAHO, BEING PART OF THE SOUTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 35 E., BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS: Part of the S.W. 1/4 SE 1/4 of Section 34, Township 2 South, Range 35 East, B.M., City of Blackfoot, Bingham County, Idaho describes as: Beginning at a point that is N 00° 00' E 767.97 feet along the locally established north south center section line (Point being S 00° 00' E. 551.50 feet from the locally accepted northwest corner of the SW 1/4 SE 1/4) from the south 1/4 corner of said Section 34 and running thence N 00° 00' E 139.50 feet along said north south center section line to the southwest corner of Deed Instrument No. 176969; thence S 90° 00' E 603.62 feet; (Deed Instrument No. 115833 distance is 599.5 feet); thence S 17° 38' W 26.97 feet (Deed Instrument No. 115833 distance is 26.10 feet); thence S 08° 54' W 115.16 feet; thence N 90° 00' W 577.71 feet to the point of beginning. Parcel contains 1.89 acres and is subject to a 32 foot road right-of-way along the west side and is attached to the following parcel: Beginning at a point that is N 00° 00' E 717.97 feet along the locally established north south center section line (Point being S 00° 00' E 601.5 feet from the locally accepted northwest corner of the SW 1/4 SE 1/4) and S 90° 00' E 435.00 feet from the south 1/4 corner of said Section 34 and running thence S 90° 00' E 134.88 feet; thence S 08° 54' W 96.16 feet to the north line of Deed Instrument No. 129902; thence N 90° 00' W 120.00 feet to the southeast corner of Deed Instrument No. Book 96 Page 129; thence N 00° 00' E 95.00 feet along said Deed to the point of beginning. Also part of SW 1/4 SE 1/4 of Section 34, Township 2 South, Range 35 East, B.M., City of Blackfoot, Bingham County, Idaho described as: Beginning at a point that is N 00° 00' E 717.97 feet along the locally established north south center section line, point being S 00° 00' E 601.50 feet from the locally accepted northwest corner of the SW 1/4 SE 1/4 and S 90° 00' E 31.90 feet to the easterly right-of-way of Airport Road all from the South 1/4 corner of Section 34 and running thence N 00° 00' E 50.00 feet; thence S 90° 00' E 545.81 feet; thence S 08° 54' W 50.61 feet; thence N 90° 00' W 537.98 feet along Deed Instrument No. Book 96 Page 129 to the point of beginning. Parcel contains 0.62 acres.



TO HAVE AND TO HOLD the said premises unto the said Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor caused its corporate name to be hereunto subscribed by its Mayor and City Clerk.

CITY OF BLACKFOOT,

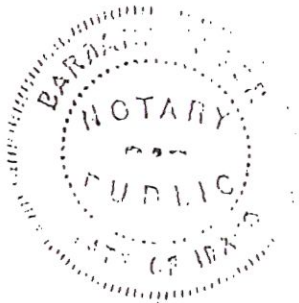
BY: C. Dean Hill  
C. Dean Hill, Mayor

ATTEST:

Austin L. Moses  
Austin L. Moses, City Clerk

STATE OF IDAHO )  
 ) :ss.  
County of Bingham )

On this 22 day of September, in the year 1993, before me, a Notary Public for the State of Idaho, personally appeared C. Dean Hill and Austin L. Moses, known to me to be the Mayor and City Clerk/Treasurer of the City of Blackfoot, Idaho, and acknowledged to me that they executed the same as Mayor and City Clerk of the City of Blackfoot, Idaho.



Barbara W. Wain  
Notary Public of Idaho  
Expires: 2/20/98  
Residing in Blackfoot, Idaho

RECORDED  
INDEXED  
SEP 27 1993

10 SEP 27 PM 2:07

AT THE REQUEST OF  
Bingham Co.

419105



# Idaho Statutes

Idaho Statutes are updated to the web July 1 following the legislative session.

## TITLE 31

### COUNTIES AND COUNTY LAW

#### CHAPTER 8

##### POWERS AND DUTIES OF BOARD OF COMMISSIONERS

31-808. SALE OF COUNTY PROPERTY — GENERAL PROCEDURE — SALE OF PROPERTY ACQUIRED THROUGH TAX DEED — PROCEDURE AFTER ATTEMPTED AUCTION — EXCHANGE OF COUNTY PROPERTY — SALE OF CERTAIN ODD-LOT PROPERTY — SALE, EXCHANGE OR DONATION OF PROPERTY TO OTHER UNITS OF GOVERNMENT. (1) A board of county commissioners shall have the power and authority to sell or offer for sale at public auction any real or personal property belonging to the county not necessary for its use. However, personal property not exceeding two hundred fifty dollars (\$250) in value may be sold at private sale without notice or public auction. Prior to offering the property for sale, the board of county commissioners shall advertise notice of the auction in a newspaper, as defined in section 60-106, Idaho Code, either published in the county or having a general circulation in the county, not less than ten (10) calendar days prior to the auction. If the property to be sold is real property, the notice to be published shall contain the legal description as well as the street address of the property. If the property is outside the corporate limits of a city and does not have a street address, then the description shall also contain the distance and direction of the location of the real property from the closest city.

If the property to be sold is acquired by tax deed, the notice required to be published shall include, next to the description of the property, the name of the taxpayer as it appears in the delinquent tax certificate upon which the tax deed was issued. The property shall be sold to the highest bidder. However, the board of county commissioners shall set the minimum bid for the tax deeded property to include all property taxes owing, interest and costs but they may reserve the right to reject any and all bids and shall have discretionary authority to reject or accept any bid which may be made for an amount less than the total amount of all delinquent taxes, late charges, interest and costs, including other costs associated with the property, advertising, and sale, which may have accrued against any property so offered for sale, including the amount specified in the tax deed to the county. Such action by the board in setting the minimum bid shall be duly noted in their minutes. Failure to do so shall not invalidate a sale. For tax deeded property, the board of county commissioners shall conduct an auction no later than fourteen (14) months from the issuance of the tax deed.

(2) (a) Proceeds from the sale of county property not acquired by tax deed shall be paid into the county treasury for the general use of the county.

(b) If the property to be sold has been acquired by tax deed, pursuant to the provisions of chapter 10, title 63, Idaho Code, the proceeds from the sale, after payment of all delinquent taxes, late charges, interest and costs, including the cost for maintaining the



property, shall be apportioned by the board of county commissioners to parties in interest as defined in section 63-201, Idaho Code, and then to the owner(s) of record of such property at the time the tax deed was issued on the property.

(c) Once such tax deeded property has been sold, the board of county commissioners shall within thirty (30) days notify all parties in interest of such sale and the amount of the excess proceeds. Such parties in interest shall respond to the board of county commissioners, within sixty (60) days of receiving such notice, making claim on the proceeds. No responses postmarked or received after the sixtieth day shall be accepted. Within sixty (60) days of the date a claim on the proceeds is due, the board of county commissioners shall make payment to parties in interest in priority of the liens pursuant to law or shall transfer the funds to the state treasurer as set forth in paragraph (d) of this subsection. All funds available after payment to parties in interest shall be returned to the owner(s) of record of the property at the time the tax deed was issued. All costs associated with the compliance of this section shall be deducted from any amounts refunded to the parties in interest or owner(s) of record or transferred to the state treasurer.

(d) With the consent of the state treasurer, the board of county commissioners may transfer funds to be paid to parties in interest or the owner(s) of records pursuant to paragraph (c) of this subsection to the state treasurer. Upon transfer, the board of county commissioners shall immediately notify by first-class mail all parties that submitted a claim on the proceeds and the owner(s) of record of the transfer. The board of county commissioners shall provide such information to the state treasurer concerning the claims and the proceeds as the state treasurer shall reasonably request. The state treasurer shall keep and distribute the proceeds in accordance with chapter 5, title 14, Idaho Code.

(3) Any property sold may be carried on a recorded contract with the county for a term not to exceed ten (10) years and at an interest rate not to exceed the rate of interest specified in section 28-22-104(1), Idaho Code. The board of county commissioners shall have the authority to cancel any contract if the purchaser fails to comply with any of the terms of the contract and the county shall retain all payments made on the contract. The title to all property sold on contract shall be retained in the name of the county until full payment has been made by the purchaser. However, the purchaser shall be responsible for payment of all property taxes during the period of the contract.

(4) Any sale of property by the county shall vest in the purchaser all of the right, title and interest of the county in the property, including all delinquent taxes that have become a lien on the property since the date of issue of the tax deed, if any, but excluding easements, highways, and rights-of-way owned by the county, unless expressly conveyed.

(5) In addition to the purchase price, a purchaser of county property, including property acquired by tax deed, shall pay all fees required by law for the transfer of property. No deed for any real estate purchased pursuant to the provisions of this section shall be delivered to a purchaser until such deed has been recorded in the county making the sale.



(6) Should the county be unable to sell at a public auction any real or personal property belonging to the county, including property acquired by tax deed, it may sell the property without further notice by public or private sale upon such terms and conditions as the county deems necessary. Distribution of the proceeds of sale shall be as set forth in subsection (2) of this section.

(7) The board of county commissioners may at its discretion, when in the county's best interest, exchange and do all things necessary to exchange any of the real property now or hereafter held and owned by the county for real property of equal value, public or private, to consolidate county real property or aid the county in the control and management or use of county real property.

(8) The board of county commissioners may, by resolution, declare certain parcels of real property as odd-lot property, all or portions of which are not needed for public purposes and are excess to the needs of the county. For purposes of this subsection, odd-lot property is defined as that property that has an irregular shape or is a remnant and has value primarily to an adjoining property owner. Odd-lot property may be sold to an adjacent property owner for fair market value that is estimated by a land appraiser licensed to appraise property in the state of Idaho. If, after thirty (30) days' written notice, an adjoining property owner or owners do not desire to purchase the odd-lot property, the board of county commissioners may sell the property to any other interested party for not less than the appraised value. When a sale of odd-lot property is agreed to, a public advertisement of the pending sale shall be published in one (1) edition of the newspaper as defined in subsection (1) of this section, and the public shall have fifteen (15) days to object to the sale in writing. The board of county commissioners shall make the final determination regarding the sale of odd-lot property in an open meeting.

(9) In addition to any other powers granted by law, the board of county commissioners may at their discretion, grant to or exchange with the federal government, the state of Idaho, any political subdivision or taxing district of the state of Idaho or any local historical society which is incorporated as an Idaho nonprofit corporation which operates primarily in the county or maintains a museum in the county, with or without compensation, any real or personal property or any interest in such property owned by the county or acquired by tax deed, after adoption of a resolution by the board of county commissioners that the grant or exchange of property is in the public interest. Notice of such grant or exchange shall be as provided in subsection (1) of this section and the decision may be made at any regularly or specially scheduled meeting of the board of county commissioners. The execution and delivery by the county of the deed conveying an interest in the property shall operate to discharge and cancel all levies, liens and taxes made or created for the benefit of the state, county or any other political subdivision or taxing district and to cancel all titles or claims of title including claims of redemption to such real property asserted or existing at the time of such conveyance. However, if the property conveyed is subject to a lien for one (1) or more unsatisfied special assessments, the lien shall continue until all special assessments have been paid in full. At no time shall a lien for a special assessment be extinguished prior to such special assessment having been paid in full. Any property conveyed to any local historical society by the county shall



revert to the county when the property is no longer utilized for the purposes for which it was conveyed.

(10) When the county has title to mineral rights severed from the property to which they attach, and the mineral rights have value of less than twenty-five dollars (\$25.00) per acre, the board of county commissioners may act to return the mineral rights to the land from which they were severed in the following manner: the proposed action must appear on the agenda of a regular meeting of the board of county commissioners; and the motion to make the return must be adopted unanimously by the board voting in open meeting.

History:

[31-808, added 1999, ch. 215, sec. 3, p. 573; am. 2001, ch. 333, sec. 1, p. 1174; am. 2003, ch. 58, sec. 1, p. 202; am. 2003, ch. 68, sec. 1, p. 227; am. 2004, ch. 318, sec. 4, p. 895; am. 2008, ch. 397, sec. 1, p. 1084; am. 2016, ch. 211, sec. 1, p. 594; am. 2016, ch. 273, sec. 2, p. 751.]

How current is this law?

**Search the Idaho Statutes and Constitution**

Meeting Date: January 3, 2023  
Meeting Time: 11:30 am



## REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioner's hold meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Dalley, Commission Clerk, at (208)785-3013.

Name: Gwen Inskeep

Email: [ginskeep@binghamid.gov](mailto:ginskeep@binghamid.gov)

Phone Number: 208-604-2708

Address: 501 N. Maple St. Blackfoot ID 83221

1. What is the topic of discussion that you wish the Board to have?

Discussion on the need for a road vacation on 1600 W (Little Butte Rd.)

2. Approximately how much time will you need for this agenda item?

15-20 minutes

3. Will you be requesting that the Board make a decision?

Possibly

4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

Yes.

5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

Dusty Whited – 208-782-3864 - [DWhited@binghamid.gov](mailto:DWhited@binghamid.gov)

Ryan Jolley – 208-782-3100 – [rjolley@binghamid.gov](mailto:rjolley@binghamid.gov)

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Dalley at [Ldalley@binghamid.gov](mailto:Ldalley@binghamid.gov), at least 24 hours prior to your scheduled meeting time.

COPY



29 BLM

28 BLM

HIGHWAY 20

32

BLM

T3N1R33E

BLM

33

← 1600 W  
LITTLE BUTTE RD

5

FOSTER LAND  
& CATTLE PTN

T2N1R33E

N 1600 W

STATE OF  
IDAHO

4

FOSTER LAND  
& CATTLE PTN



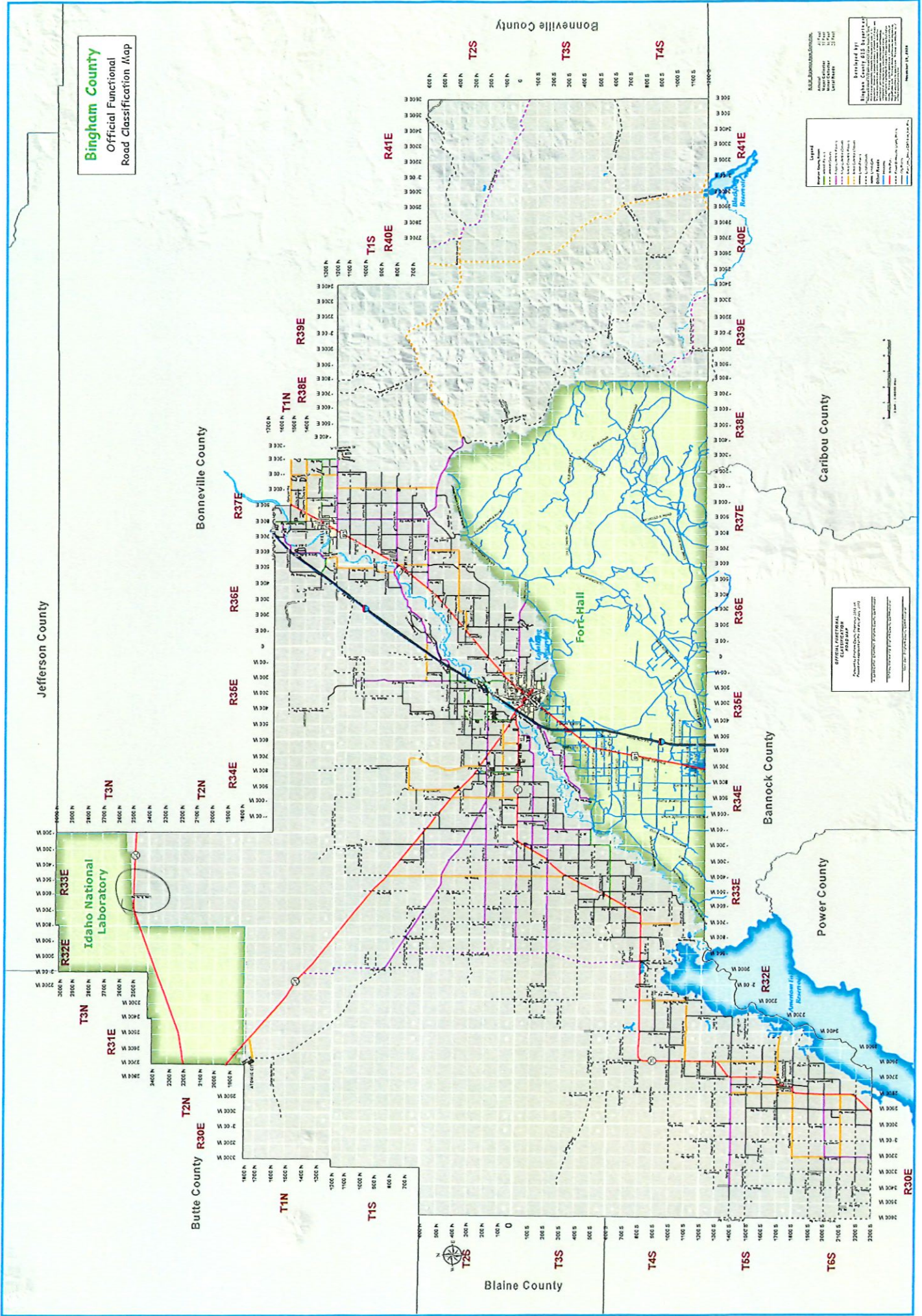
**Bingham County**  
Official Functional  
Road Classification Map

**Legend**

- Major Arterial
- Minor Arterial
- Collector
- Local
- Unimproved
- Water
- Wetlands
- Forest
- Public Lands
- Private Lands
- Other

OFFICIAL FUNCTIONAL ROAD CLASSIFICATION MAP  
BINGHAM COUNTY, IDAHO  
APPROVED BY THE BOARD OF COUNTY COMMISSIONERS  
DATE: 12/15/2011

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 08/20/2013 BY 60322 UCBAW/STP/STP



Jefferson County

Idaho National Laboratory

Fort-Hall

Caribou County

Bannock County

Power County

Bonneville County

Blaine County

Butte County

T2S T3S T4S T5S T6S

R30E R31E R32E R33E R34E R35E R36E R37E R38E R39E R40E R41E

T1S T1N

T2N T2S

T3N T3S

T4N T4S

T5N T5S

T6N T6S









# Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 40  
HIGHWAYS AND BRIDGES  
CHAPTER 2  
GENERAL PROVISIONS

40-203. ABANDONMENT AND VACATION OF COUNTY AND HIGHWAY DISTRICT SYSTEM HIGHWAYS OR PUBLIC RIGHTS-OF-WAY. (1) A board of county or highway district commissioners, whichever shall have jurisdiction of the highway system, shall use the following procedure to abandon and vacate any highway or public right-of-way in the county or highway district system including those which furnish public access to state and federal public lands and waters:

(a) The commissioners may by resolution declare their intention to abandon and vacate any highway or public right-of-way or to reclassify a public highway as a public right-of-way, where doing so is in the public interest.

(b) Any resident, or property holder, within a county or highway district system including the state of Idaho, any of its subdivisions, or any agency of the federal government may petition the respective commissioners for abandonment and vacation of any highway or public right-of-way within their highway system. The petitioner shall pay a reasonable fee as determined by the commissioners to cover the cost of the proceedings.

(c) The commissioners shall establish a hearing date or dates on the proposed abandonment and vacation.

(d) The commissioners shall prepare a public notice stating their intention to hold a public hearing to consider the proposed abandonment and vacation of a highway or public right-of-way, which shall be made available to the public not later than thirty (30) days prior to any hearing and mailed to any person requesting a copy not more than three (3) working days after any such request.

(e) At least thirty (30) days prior to any hearing scheduled by the commissioners to consider abandonment and vacation of any highway or public right-of-way, the commissioners shall mail notice by United States mail to known owners and operators of an underground facility, as defined in section 55-2202, Idaho Code, that lies within the highway or public right-of-way.

(f) At least thirty (30) days prior to any hearing scheduled by the commissioners to consider abandonment and vacation of any highway or public right-of-way, the commissioners shall mail notice to owners of record of land abutting the portion of the highway or public right-of-way proposed to be abandoned and vacated at their addresses as shown on the county assessor's tax rolls and shall publish notice of the hearing at least two (2) times if in a weekly newspaper or three (3) times if in a daily newspaper, the last notice to be published at least five (5) days and not more than twenty-one (21) days before the hearing.



(g) At the hearing, the commissioners shall accept all information relating to the proceedings. Any person, including the state of Idaho or any of its subdivisions, or any agency of the federal government, may appear and give testimony for or against abandonment.

(h) After completion of the proceedings and consideration of all related information, the commissioners shall decide whether the abandonment and vacation of the highway or public right-of-way is in the public interest of the highway jurisdiction affected by the abandonment or vacation. The decision whether or not to abandon and vacate the highway or public right-of-way shall be written and shall be supported by findings of fact and conclusions of law.

(i) If the commissioners determine that a highway or public right-of-way parcel to be abandoned and vacated in accordance with the provisions of this section has a fair market value of two thousand five hundred dollars (\$2,500) or more, a charge may be imposed upon the acquiring entity, not in excess of the fair market value of the parcel, as a condition of the abandonment and vacation; provided, however, no such charge shall be imposed on the landowner who originally dedicated such parcel to the public for use as a highway or public right-of-way; and provided further, that if the highway or public right-of-way was originally a federal land right-of-way, said highway or public right-of-way shall revert to a federal land right-of-way.

(j) The commissioners shall cause any order or resolution to be recorded in the county records and the official map of the highway system to be amended as affected by the abandonment and vacation.

(k) From any such decision, a resident or property holder within the county or highway district system, including the state of Idaho or any of its subdivisions, or any agency of the federal government, may appeal to the district court of the county in which the highway or public right-of-way is located pursuant to section 40-208, Idaho Code.

(2) No highway or public right-of-way or parts thereof shall be abandoned and vacated so as to leave any real property adjoining the highway or public right-of-way without access to an established highway or public right-of-way. The burden of proof shall be on the impacted property owner to establish this fact.

(3) In the event of abandonment and vacation, rights-of-way or easements shall be reserved for the continued use of existing sewer, gas, water, or similar pipelines and appurtenances, or other underground facilities as defined in section 55-2202, Idaho Code, for ditches or canals and appurtenances, and for electric, telephone and similar lines and appurtenances.

(4) (a) When a county or highway district is to consider the abandonment or vacation of any highway, public street or public right-of-way that was accepted as part of a recorded platted subdivision, such abandonment shall be accomplished pursuant to the provisions of this section.

(b) When a county or highway district is to consider the abandonment or vacation of any highway, public street, or public right-of-way that was accepted as part of a platted subdivision that has never been improved or developed, such vacation or abandonment may be approved through the dedication of a new highway, public street, or public

right-of-way without compensation as set forth in subsection (1)(i) of this section.

(c) When a county is to consider the abandonment or vacation of any private right-of-way that was accepted as part of a recorded platted subdivision, said abandonment or vacation shall be accomplished pursuant to the provisions of chapter 13, title 50, Idaho Code.

(5) In any proceeding under this section or section 40-203A, Idaho Code, or in any judicial proceeding determining the public status or width of a highway or public right-of-way, a highway or public right-of-way shall be deemed abandoned if the evidence shows:

(a) That said highway or public right-of-way was created solely by a particular type of common law dedication, such as a dedication based upon a plat or other document that was not recorded in the official records of an Idaho county;

(b) That said highway or public right-of-way is not located on land owned by the United States or the state of Idaho nor on land entirely surrounded by land owned by the United States or the state of Idaho nor does it provide the only means of access to such public lands; and

(c)(i) That said highway or public right-of-way has not been used by the public and has not been maintained at the expense of the public in at least three (3) years during the previous fifteen (15) years; or

(ii) Said highway or right-of-way was never constructed and at least twenty (20) years have elapsed since the common law dedication.

(6) All other highways or public rights-of-way may be abandoned and vacated only upon a formal determination by the commissioners pursuant to this section that retaining the highway or public right-of-way for use by the public is not in the public interest, and such other highways or public rights-of-way may be validated or judicially determined at any time notwithstanding any other provision of law. Provided that any abandonment under this section shall be subject to and limited by the provisions of subsections (2) and (3) of this section.

History:

[40-203, added 1985, ch. 253, sec. 2, p. 594; am. 1986, ch. 206, sec. 3, p. 513; am. 1986, ch. 328, sec. 4, p. 804; am. 1992, ch. 323, sec. 1, p. 959; am. 1993, ch. 412, sec. 4, p. 1507; am. 1995, ch. 121, sec. 2, p. 523; am. 2000, ch. 251, sec. 2, p. 711; am. 2013, ch. 239, sec. 4, p. 562; am. 2014, ch. 137, sec. 1, p. 372; am. 2021, ch. 179, sec. 1, p. 494.]

How current is this law?





# Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 40  
HIGHWAYS AND BRIDGES  
CHAPTER 1  
DEFINITIONS

40-109. DEFINITIONS - H.

(1) "Highway district system" means all public highways within each highway district, except those included within the state highway system, those under another state agency, those included within city highway systems of incorporated cities with a functioning street department, and those under federal control.

(2) "Highway system, county." (See "County highway system," section 40-104, Idaho Code)

(3) "Highway system, state." (See "State highway system," section 40-120, Idaho Code)

(4) "Highway users' fund bonds" mean those bonds issued for and on behalf of dissolved city highway systems or highway districts, and the funds out of which those bonds are repayable shall be the moneys received or provided by section 40-707, Idaho Code.

(5) "Highways" mean roads, streets, alleys and bridges laid out or established for the public or dedicated or abandoned to the public. Highways shall include necessary culverts, sluices, drains, ditches, waterways, embankments, retaining walls, bridges, tunnels, grade separation structures, roadside improvements, adjacent lands or interests lawfully acquired, pedestrian facilities, and any other structures, works or fixtures incidental to the preservation or improvement of the highways. Roads laid out and recorded as highways, by order of a board of commissioners, and all roads used as such for a period of five (5) years, provided they shall have been worked and kept up at the expense of the public, or located and recorded by order of a board of commissioners, are highways.

History:

[40-109, added 1985, ch. 253, sec. 2, p. 589; am. 1986, ch. 328, sec. 2, p. 804; am. 1988, ch. 184, sec. 1, p. 322; am. 1994, ch. 324, sec. 2, p. 1040.]

How current is this law?

16006J  
LITTLE ROUTE RD



# Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 40  
HIGHWAYS AND BRIDGES  
CHAPTER 2  
GENERAL PROVISIONS

40-203A. VALIDATION OF COUNTY OR HIGHWAY DISTRICT SYSTEM HIGHWAY OR PUBLIC RIGHT-OF-WAY. (1) Any resident or property holder within a county or highway district system, including the state of Idaho or any of its subdivisions, or any agency of the federal government, may petition the board of county or highway district commissioners, whichever shall have jurisdiction of the highway system, to initiate public proceedings to validate a highway or public right-of-way, including those which furnish public access to state and federal public lands and waters, provided that the petitioner shall pay a reasonable fee as determined by the commissioners to cover the cost of the proceedings, or the commissioners may initiate validation proceedings on their own resolution, if any of the following conditions exist:

(a) If, through omission or defect, doubt exists as to the legal establishment or evidence of establishment of a highway or public right-of-way;

(b) If the location of the highway or public right-of-way cannot be accurately determined due to numerous alterations of the highway or public right-of-way, a defective survey of the highway, public right-of-way or adjacent property, or loss or destruction of the original survey of the highways or public rights-of-way; or

(c) If the highway or public right-of-way as traveled and used does not generally conform to the location of a highway or public right-of-way described on the official highway system map or in the public records.

(2) If proceedings for validation of a highway or public right-of-way are initiated, the commissioners shall follow the procedure set forth in section 40-203, Idaho Code, and shall:

(a) If the commissioners determine it is necessary, cause the highway or public right-of-way to be surveyed;

(b) Cause a report to be prepared, including consideration of any survey and any other information required by the commissioners;

(c) Establish a hearing date on the proceedings for validation;

(d) Cause notice of the proceedings to be provided in the same manner as for abandonment and vacation proceedings; and

(e) At the hearing, the commissioners shall consider all information relating to the proceedings and shall accept testimony from persons having an interest in the proposed validation.

(3) Upon completion of the proceedings, the commissioners shall determine whether validation of the highway or public right-of-way is in the public interest and shall enter an order validating the highway or public right-of-way as public or declaring it not to be public.



(4) From any such decision, any resident or property holder within a county or highway district system, including the state of Idaho or any of its subdivisions, or any agency of the federal government, may appeal to the district court of the county in which the highway or public right-of-way is located pursuant to section 40-208, Idaho Code.

(5) When a board of commissioners validates a highway or public right-of-way, it shall cause the order validating the highway or public right-of-way, and if surveyed, cause the survey to be recorded in the county records and shall amend the official highway system map of the respective county or highway district.

(6) The commissioners shall proceed to determine and provide just compensation for the removal of any structure that, prior to creation of the highway or public right-of-way, encroached upon a highway or public right-of-way that is the subject of a validation proceeding, or if such is not practical, the commissioners may acquire property to alter the highway or public right-of-way being validated.

(7) This section does not apply to the validation of any highway, public street or public right-of-way which is to be accepted as part of a platted subdivision pursuant to chapter 13, title 50, Idaho Code.

History:

[40-203A, added 1986, ch. 206, sec. 4, p. 514; am. 1993, ch. 412, sec. 5, p. 1509; am. 1995, ch. 121, sec. 3, p. 525; am. 2000, ch. 251, sec. 3, p. 713.]

How current is this law?