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IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129 • Boise, ID 83707-1129

(208) 334-8000 • itd.idaho.gov

**Idaho Transportation Board
Subcommittee on
State Highway System Adjustments**

January 21, 2020

2:00 PM

Idaho Transportation Department
3311 West State Street
Room 209
Boise, Idaho

ACTION ITEMS

	<u>Page</u>	<u>Time*</u>
1. Call meeting to Order – Chairman Kempton		2:00
2. November 20, 2019 Meeting Minutes – Chairman Kempton	1	
3. Review Adjustments Tracking Sheet – Planning Services Manager (PMS) Ken Kanownik	3	2:05
4. Realignment and Readjustment – US-95, Thorncreek to Moscow Road, District 2 – District Engineer (DE) Doral Hoff	4	2:15
5. SH-33, Sugar City Relinquishment, District 6 – DE Jason Minzghor	10	2:30
6. Madison Co. Frontage Road Relinquishment, District 6 – DE Minzghor	14	2:45
7. Administrative Policy 5061 State Highway System Adjustments – PMS Kanownik	18	3:00
8. Adjourn		3:15

*Listed times are estimates only.

Idaho Transportation Board Subcommittee on

State Highway System Adjustments

November 20, 2019

Idaho Transportation Board (ITB) Subcommittee on State Highway System Adjustments Chairman Jim Kempton called the meeting to order at 1:00 PM on Wednesday, November 20, 2019 at the Idaho Transportation Department (ITD) in Boise, Idaho. ITB Members Bob Hoff and Dwight Horsch were present.

Key principals from ITD in attendance were Chief Engineer (CE)/Highway Development Administrator Blake Rindlisbacher, Planning Services Manager (PSM) Ken Kanownik, Planner Robert Beachler, Deputy Attorney General Renee Hollander-Vogelpohl, District 6 Operations Manager (OM) Wade Allen, District 6 Planner Mark Layton, and Executive Assistant to the Board (EAB) Sue S. Higgins. Highway Operations and Construction Administrator Dave Kuisti joined the meeting in progress.

October 16, 2019 Meeting Minutes. EAB Higgins requested a revision to the October 16, 2019 minutes to correct a route number. Member Horsch made a motion to approve the October 16, 2019 Subcommittee meeting minutes as corrected. Member Hoff seconded the motion and it passed unopposed.

Farm/Field Road, District 6. Planner Layton said the Department secured an easement on Farm/Field Road, also known as East Side Frontage Road, due to the elimination of at-grade crossings on US-20 when the Thornton Interchange was constructed. To avoid land-locking property, the easement was secured to provide access from those properties to local roads. Staff would like to negotiate with Madison County to assume jurisdiction of Farm/Field Road. Planner Layton added that he believes the local jurisdiction would be receptive to that proposal if the Department provides assistance with two canal crossings.

CE Rindlisbacher noted there is no adjustment to the state highway system involved, so questioned the Subcommittee's involvement. Planner Layton responded that legal's advice was to present this to the Subcommittee because of the potential funding involved as part of the negotiation.

In response to Member Hoff's question, OM Allen responded that the road is not a state highway; however, under the current conditions, ITD is required to maintain it. CE Rindlisbacher asked how much money may be involved to address the canal structures. Planner Layton believes \$800,000 for the two bridges.

Chairman Kempton stated the motion before the Subcommittee: give staff permission to negotiate with Madison County Road and Bridge for the relinquishment of the East Side Frontage Road and provide money for the two canal bridges.

Discussion followed on the language to provide money for the bridges. Member Horsch made a substitute motion to give staff permission to negotiate with Madison County Road and Bridge for the relinquishment of the East Side Frontage Road. The substitute motion passed

unanimously.

Relinquishment of SH-33 in Sugar City, District 6. Planner Layton said staff previously had permission to negotiate the relinquishment of SH-33 in Sugar City with the municipality. Due to the recent realization that the Department cannot relinquish routes to municipalities with less than 5,000 population, he requested permission to negotiate the relinquishment of the portion of SH-33 in Sugar City with Madison County. He added that in preliminary discussions, the county commissioners and mayor expressed interest in this system adjustment.

Member Horsch asked if funding would be involved. Planner Layton responded in the affirmative. He believes the amount may be between \$1.3 million and \$2.6 million, based on future maintenance costs to resurface the road. OM Allen added that this section of highway functions as a local road, not a regional thoroughfare.

OM Allen asked if it would be acceptable to negotiate with two different entities, Madison County and the City of Rexburg, in case one entity is willing to assume jurisdiction of the route, but the other one is not. CE Rindlisbacher said separate negotiations can occur, and gave recent examples of that in Districts 3 and 4. Planner Kanownik noted that if only one entity assumes jurisdiction of SH-33, the route would be disjointed. There would be a gap in ITD's jurisdiction of the state highway.

Chairman Kempton stated the motion before the Subcommittee: give staff permission to negotiate with Madison County Road and Bridge for the relinquishment of SH-33 within the city limits of Sugar City. The motion passed unanimously.

Board Policy 4061 State Highway System Adjustments. Vice Chairman Kempton proposed revisions to the membership of the Board Subcommittee on State Highway System Adjustments as outlined in Board Policy 4061. Currently, there is potential for four members to participate on the Subcommittee. The change requires the Idaho Transportation Board Chairman to appoint a chairman of the subcommittee, a general member, and a floating member. The floating member would step down when a non-appointed member has a route in his/her district under consideration.

The consensus was to take the revised policy to the full Board next month.

The meeting adjourned at 1:55 PM.

Respectfully submitted by:
SUE S. HIGGINS
Executive Assistant & Secretary
Idaho Transportation Board

SSH:AdjustSubMin2019^11;11/22/19

Pending Actions														
Adjustment Request	District	Point of Contact	Type	Segment Code	BMP	EMP	Application Received	Sub Committee Preliminary Review	Sub Committee Approval	Board Approval	Administrative Follow-up Complete	Cost Estimate	Funding Source	Notes
US-95 Thorn Creek to Moscow	2	Ken Helm	Realignment	001540	337.2	344.0							Project	KN: 9294 FY22
SH-55 & Deinhard Lane/Boydston Street	3	Caleb Lakey	Relinquishment/Realignment	001990	143.0	145.5		10/16/2019						
I-84 Business Loop - Nampa	3	Caleb Lakey	Relinquishment	002040 & 002042	54.5	59.5						\$800K		
SH-75 Spur - Blaine Co. -Sun Valley/Ketchum	4	Jesse Barrus	Relinquishment	002231	0.0	3.6						\$3.5M		
US-93 - Challis Spur - Custer County	6	Mark Layton	Relinquishment	002222	0.0	0.4	10/22/2019							
SH-33 - City of Rexburg	6	Mark Layton	Relinquishment	002460			11/27/2018	12/14/2018				\$1.75M		
SH-33 - Madison County	6	Mark Layton	Relinquishment				11/27/2018	12/14/2018						
Madison County - Farm/Field Rd off W 6800 S	6	Mark Layton	Relinquishment	N/A								\$800K		
											TOTAL	\$6.85M		
Completed Actions														
I-84 Business Loop - Caldwell	3	Caleb Lakey	Relinquishment	002051	19.8	20.5		5/10/2019	5/29/2019	6/20/2019		\$2.4M	Statewide Balancing Account	
	3	Caleb Lakey	Relinquishment	002040 & 002050	50.1	54.5								
US-95 - City of Council	3	Styles Salek	Relinquishment	001540	135.3	136.0			7/9/2018			N/A		
I-84 Business Loop - Hammett	3	Jayme Coonce	Relinquishment	001030	0.0	3.1			3/14/2018	5/17/2018				
Coeur D'Alene Lake Drive (US-10)	1	Ben Ward	Relinquishment						3/14/2018			\$3.5M	Statewide Balancing/Board Unallocated	
Incomplete, Suspended or Withdrawn Actions														
SH-48 - Jefferson County - <i>Withdrawn</i>	6	Mark Layton	Relinquishment											

ROAD CLOSURE AND MAINTENANCE AGREEMENT
PROJECT NO. DHP-NH-4110(156)
US95, THORNCREEK ROAD TO MOSCOW
LATAH COUNTY
KEY NO. 9294

PARTIES

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and **NORTH LATAH HIGHWAY DISTRICT**, hereafter called the Highway District.

PURPOSE

The State has programmed the construction of Project No. DHP-NH-4110(156), Key No. 9294, to consist of reconstructing and realigning US95 between Thorncreek Road and Moscow, which construction will require the relinquishment of certain roads to the local jurisdiction, as shown on the attached print marked "Exhibit A" and made part of this Agreement. This Agreement is entered into pursuant to Idaho Code, Section 40-203B.

The State agrees to fund the following improvements to the portion of highway to be relinquished to the Highway District in a construction contract designed, advertised, and constructed by the Highway District and/or its representative:

1. An overlay over the entire highway that has a thickness of 0.15' and miscellaneous maintenance work to support the overlay,
2. Replace deficient pipes identified by the Highway District with new pipes,
3. Replace and/or update all guardrail along the route, and
4. Replace and/or update all signage and pavement markings along the route.
5. Obliterate portions of the pavement on the existing roadway that are wider than required.
6. The project will be constructed about 1 year after the new realignment will be constructed.

The Parties agree as follows:

SECTION I: That the State will:

1. Designate the new route, as shown on Exhibit A, as US95 between the connection to the existing route and new US95.
2. Construct two new approaches connecting the existing highway and the new US95 near milepost 335.161 (Station 101+00) and at milepost 339.766 (Station 341+24) as shown on Exhibit A.

3. Relinquish and abandon to the Highway District by official notification from the Idaho Transportation Board after construction of the highway improvements described in the Purpose section of this agreement, that portion of existing US95 between milepost 335.161 and milepost 339.766, including the right-of-way appurtenant thereto, as shown on Exhibit A.
4. Assume all costs of right-of-way acquisition, engineering, and environmental work necessary to complete the design and advertisement work of the project on the portion of highway relinquished to the highway district, excepting those items hereafter stated as obligations of the Highway District in accordance with the attached Exhibit A. Upon execution of this Agreement and submittal of consultant invoices approved by the Highway District, pay for consultant services not to exceed a total value of \$155,282 to complete the associated design work described above in the Purpose Section at intervals of one month or greater. No additional funds will be paid for this work beyond this total value. If the project is not ultimately constructed, this agreement will be null and void, but funds expended for design would not be returned to the State.
5. Review and approve the project plans and specifications prior to advertisement to ensure the scope of work described the Purpose Section of this agreement is satisfactory.
6. Assume all construction administration and inspection costs necessary to complete the improvements described in the Purpose Section above. After approval of project plans, construction of the new US-95 highway, and submittal of approved consultant invoices by the Highway District, pay for consultant services not to exceed a total value of \$100,000 to advertise the project and provide contract administration and inspection services for the bid package of the improvements described in the Purpose Section described above at intervals of one month or greater. No additional funds will be paid for this work beyond this total value. If the project is not ultimately constructed, this agreement will be null and void.
7. Review and approve the low bidder after advertisement and prior to award. If the bid is higher than 110% of the engineers estimate, the State will make a decision to award the project, or re-advertise it. If the project is advertised, the State will pay for re-advertisement fees by the consultant at additional fees.
8. Assume all costs for the construction contract work described in the Purpose Section described above. Pay for construction costs not to exceed the amount of the low bidder of the project plus an extra 5% of this amount for the contingency for change orders and unforeseen expenses. Construction payment will be made to the Contractor upon submittal of pay estimates by the consultant at intervals of 2 weeks or greater. No additional funds will be paid for this work beyond this amount. If the project is not ultimately constructed, this agreement will be null and void.

9. From the time traffic is diverted onto the new four-lane divided US-95 Highway from Thorncreek to Moscow until the improvements listed in the Purpose section above are constructed, maintain the portion of highway to be relinquished to the Highway District to a level commensurate with other minor collectors off of the State Highway System. The estimated effort would be one (1) pass with a snow plow per day during snowing conditions with minimal or no deicing chemicals or salt after snow has been removed from the State Highway System. Any miscellaneous maintenance work will be completed with the improvements listed above in the Purpose Section at the expense of the State.

SECTION II: That the Highway District will:

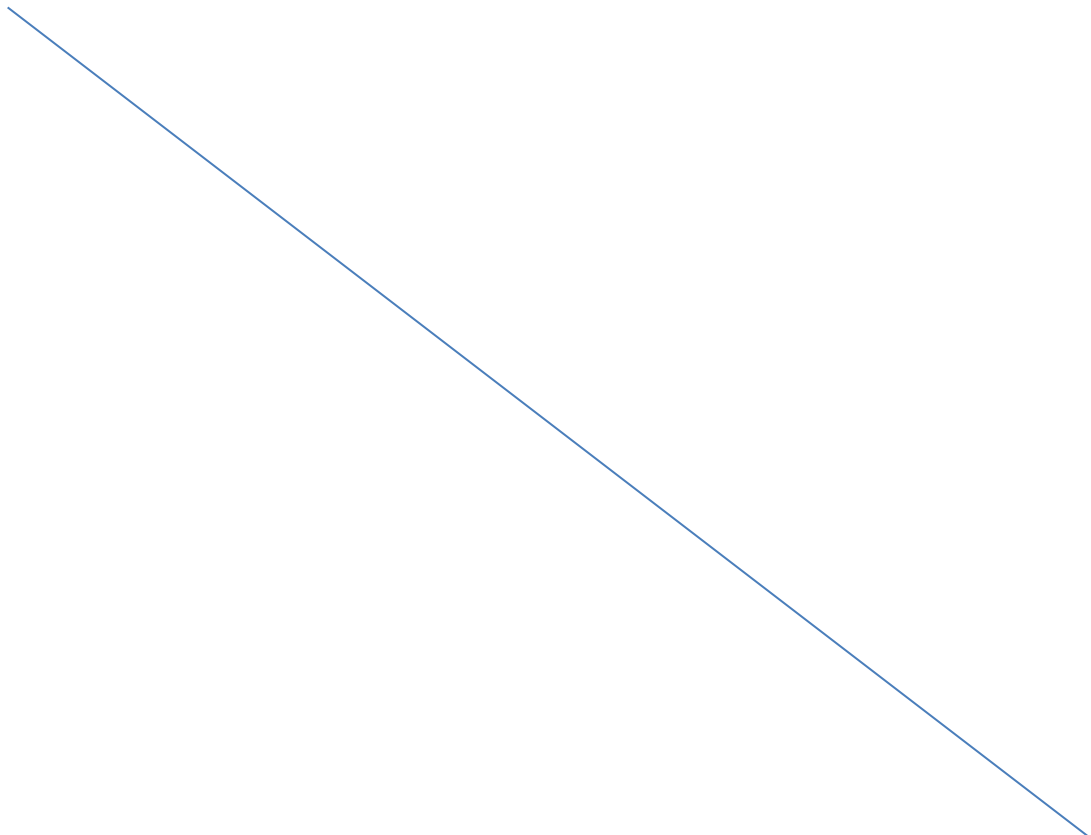
1. Consent to the abandonment by the State and, upon acceptance of the completed improvements described above, accept the jurisdiction of and responsibility for, in full and every respect, that portion of existing US95 between milepost 335.161 and milepost 339.766, including the right-of-way appurtenant thereto, as shown on Exhibit A, immediately after construction of the improvements described above in the Purpose section.
2. Secure the services of a consultant to design a highway construction plan set and proposal that covers the scope of work described in the Purpose Section above including requirements of the National Environmental Policy Act for approval by ITD. Submit approved consultant invoices to ITD for payment at intervals of one month or greater. Submit the highway construction plan set and proposal to the State for review and approval of the scope of work. The design work includes the clearance of project work through the National Environmental Policy Act.
3. Advertise for the construction of the project, open bids, and prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State approval prior to award. Submit approved consultant invoices to ITD for payment at intervals of one month or greater. The highway construction contract must comply with the Buy America Steel Act.
4. After State review and approval of the low bidder, award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract. Submit approved pay estimates to ITD for payment at intervals of two weeks or greater.
5. Secure the services of a consultant to provide all contract administration and inspection of the scope of work, and project closeout tasks required to construct the work described in the Purpose Section above. Submit approved consultant invoices to ITD for payment at intervals of one month or greater.

SECTION III:

1. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
2. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of the State and the Highway District.

SECTION IV: Approval and Effect

1. This Agreement will become effective when it is signed by all parties and then reviewed and approved by the Idaho Transportation Board.



EXECUTION

This Agreement is executed for the State by its Chief Engineer; and executed for the Highway District by the Board of Commissioners, attested to by the Secretary, with the imprinted corporate seal of the North Latah Highway District.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Chief Engineer

RECOMMENDED BY:

District Engineer

ATTEST:

NORTH LATAH HIGHWAY DISTRICT

Secretary

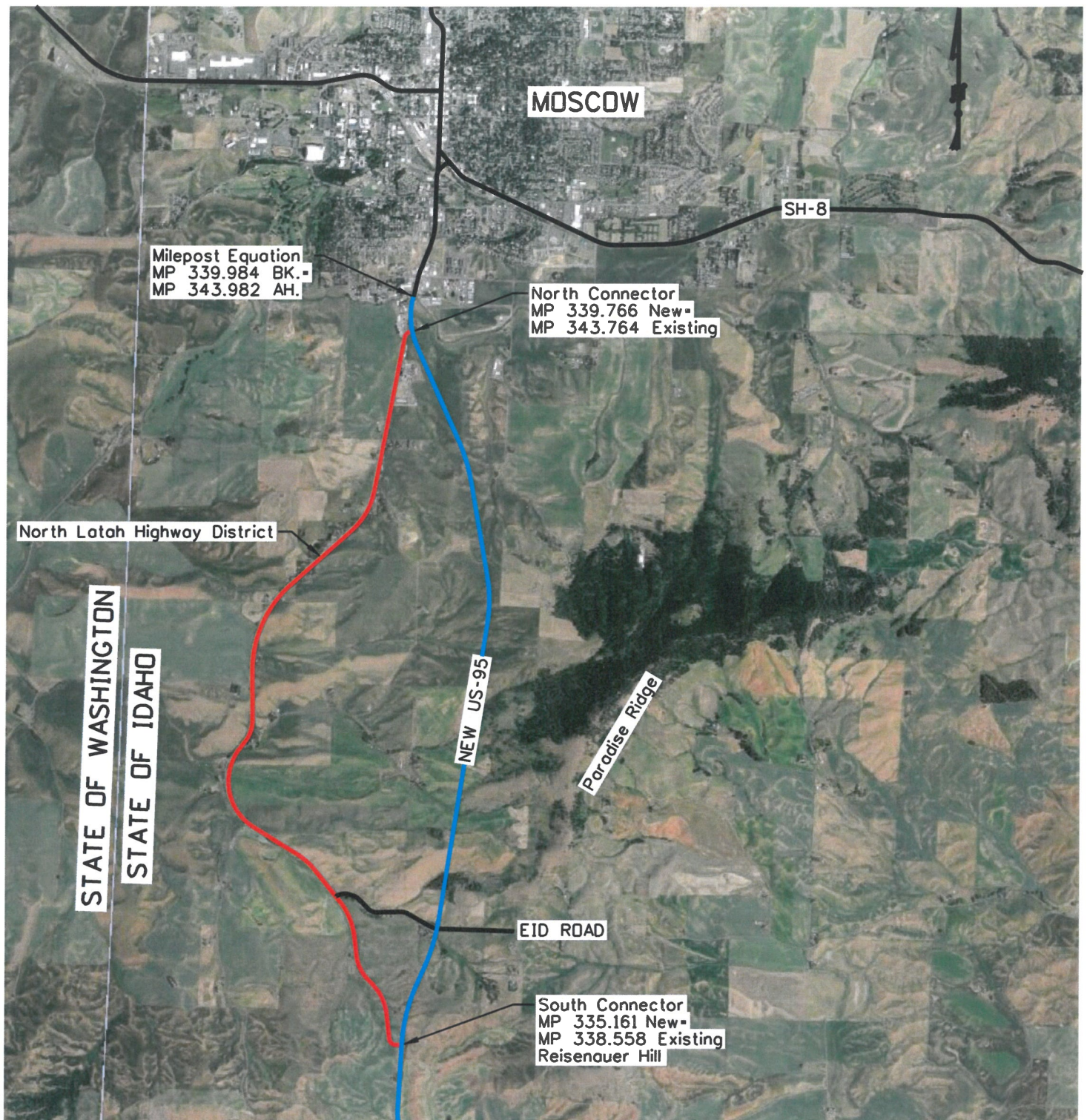
Chairman, Board of Commissioners

(SEAL)

Commissioner

By regular/special meeting on

Commissioner



- To be relinquished to North Latah Highway District
- US-95

EXHIBIT "A"
DHP-NH-4110(156)
THORNCREEK ROAD TO MOSCOW, PH. 1

ROAD CLOSURE AND MAINTENANCE AGREEMENT
Sugar City Half Interchange Connector Road
State Highway 33
Madison County, Idaho

PARTIES

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD by and through the IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and **MADISON COUNTY**, hereafter called COUNTY.

PURPOSE

This Agreement is entered into pursuant to Idaho Code, Section 40-203B. The State intends to abandon that portion of State Highway 33 and the Sugar City Half Interchange Connector Road, as shown on the attached print marked "Exhibit A" and made part of this Agreement, and COUNTY intends to take the abandoned State Highway 33 and the Sugar City Half Interchange Connector Road into its jurisdiction upon the terms and conditions set forth herein.

The Parties agree as follows:

SECTION I: That the State will:

1. Relinquish and abandon to COUNTY by official notification from the Idaho Transportation Board, consisting of State Highway 33 from mile post 337.478 to mile post 339.759, AND the Sugar City Half Interchange Connector Road segment code 005414 mile post 100.00 to mile post 100.12, and mile post 100.367 to mile post 100.587, including the right-of-way appurtenant thereto, as shown on Exhibit A.
2. Pay the sum of \$X, XXX, XXX.XX to COUNTY to defray the cost of the operation and maintenance of State Highway 33 from mile post 337.478 to mile post 339.759, AND the Sugar City Half Interchange Connector Road segment code 005414 mile post 100.00 to mile post 100.12, and mile post 100.367 to mile post 100.587. Provided however, nothing herein shall be construed to require COUNTY to maintain the facility to any certain specification.
3. Contribute \$XXX, XXX.XX to an Improvement Project known as the "City of Sugar City Railroad Ave/3rd South Improvement".

SECTION II: That COUNTY will:

1. Pass a resolution pursuant to I.C. 40-203B consenting to the abandonment by the State and accepting the jurisdiction of and responsibility for that portion of the existing facility identified above and known as State Highway 33 from mile post 337.478 to mile post 339.759, AND the Sugar City Half Interchange Connector Road segment code 005414 mile post 100.00 to mile post 100.12, and mile post 100.367 to mile post 100.587, including the right-of-way appurtenant thereto, as shown on Exhibit A, as of the date of approval by the Idaho Transportation Board, subject to the terms of this agreement.
2. Once a resolution is passed, the County will execute this agreement and forward the executed agreement, together with a copy of the resolution, to the District Engineer identified below.
3. Maintain and administer the identified roadway as an existing public facility.

SECTION III: Approval and Effect

This Agreement will become effective upon its execution by the parties and the approval of the Idaho Transportation Board.

EXECUTION

This Agreement is executed for the State by its Chief Engineer; and executed for COUNTY by the COUNTY Commissioners, and attested to by the COUNTY Clerk.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED FOR SUBMISSION TO THE
IDAHO TRANSPORTATION BOARD

Chief Engineer

RECOMMENDED BY:

District Engineer

ATTEST:

MADISON COUNTY

COUNTY Clerk

County Commissioner

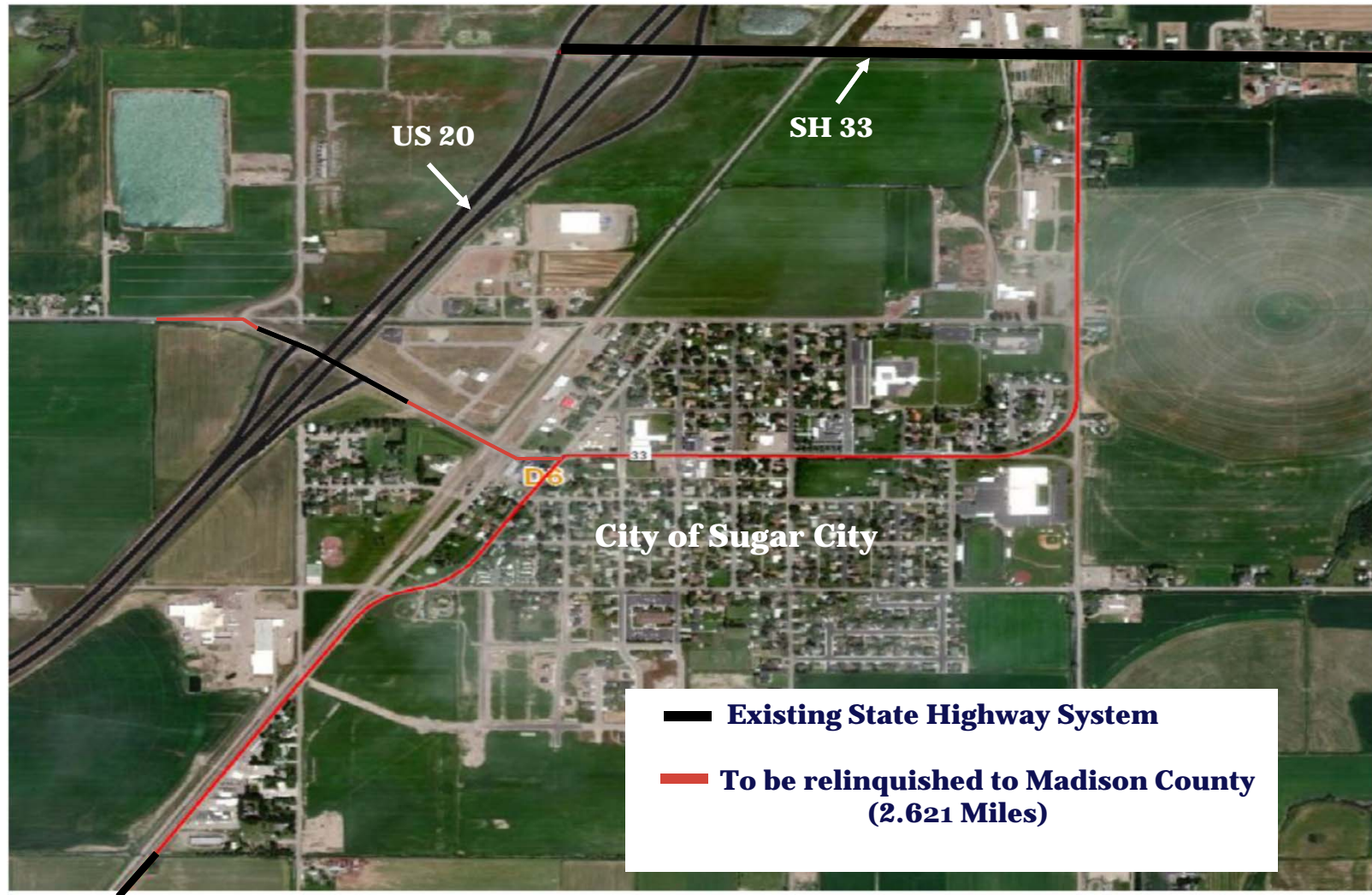
County Commissioner

County Commissioner

(SEAL)

By regular/special meeting on

SH 33 Realignment



ROAD CLOSURE AND MAINTENANCE AGREEMENT
East Side Frontage Road/Farm Field Access
Madison County, Idaho

PARTIES

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and **MADISON COUNTY**, hereafter called COUNTY.

PURPOSE

This Agreement is entered into pursuant to Idaho Code, Section 40-203B. The State intends to abandon that portion of the East Side Frontage Road/Farm Field Access, as shown on the attached print marked "Exhibit A" and made part of this Agreement, and COUNTY intends to take the abandoned East Side Frontage Road/Farm Field Access into its jurisdiction upon the terms and conditions set forth herein.

The Parties agree as follows:

SECTION I: That the State will:

1. Relinquish and abandon to COUNTY by official notification from the Idaho Transportation Board, consisting of the East Side Frontage Road/Farm Field Access, including the right-of-way appurtenant thereto, as shown on Exhibit A.
2. Pay the sum of \$X, XXX, XXX.XX to COUNTY to defray the cost of the operation and maintenance of the East Side Frontage Road/Farm Field Access. Provided however, nothing herein shall be construed to require COUNTY to maintain the facility to any certain specification.

SECTION II: That COUNTY will:

1. Pass a resolution pursuant to I.C. 40-203B consenting to the abandonment by the State and accepting the jurisdiction of and responsibility for that portion of the existing facility identified above and known as the East Side Frontage Road/Farm Field Access, including the right-of-way appurtenant thereto, as shown on Exhibit A, as of the date of approval by the Idaho Transportation Board, subject to the terms of this agreement.
2. Once a resolution is passed, the County will execute this agreement and forward the executed agreement, together with a copy of the resolution, to the District Engineer identified below.
3. Maintain and administer the identified roadway as an existing public facility.

SECTION III: Approval and Effect

This Agreement will become effective upon its execution by the parties and the approval of the Idaho Transportation Board.

EXECUTION

This Agreement is executed for the State by its Chief Engineer; and executed for COUNTY by the COUNTY Commissioners, and attested to by the COUNTY Clerk.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED FOR SUBMISSION TO THE
IDAHO TRANSPORTATION BOARD

Chief Engineer

RECOMMENDED BY:

District Engineer

ATTEST:

MADISON COUNTY

COUNTY Clerk

County Commissioner

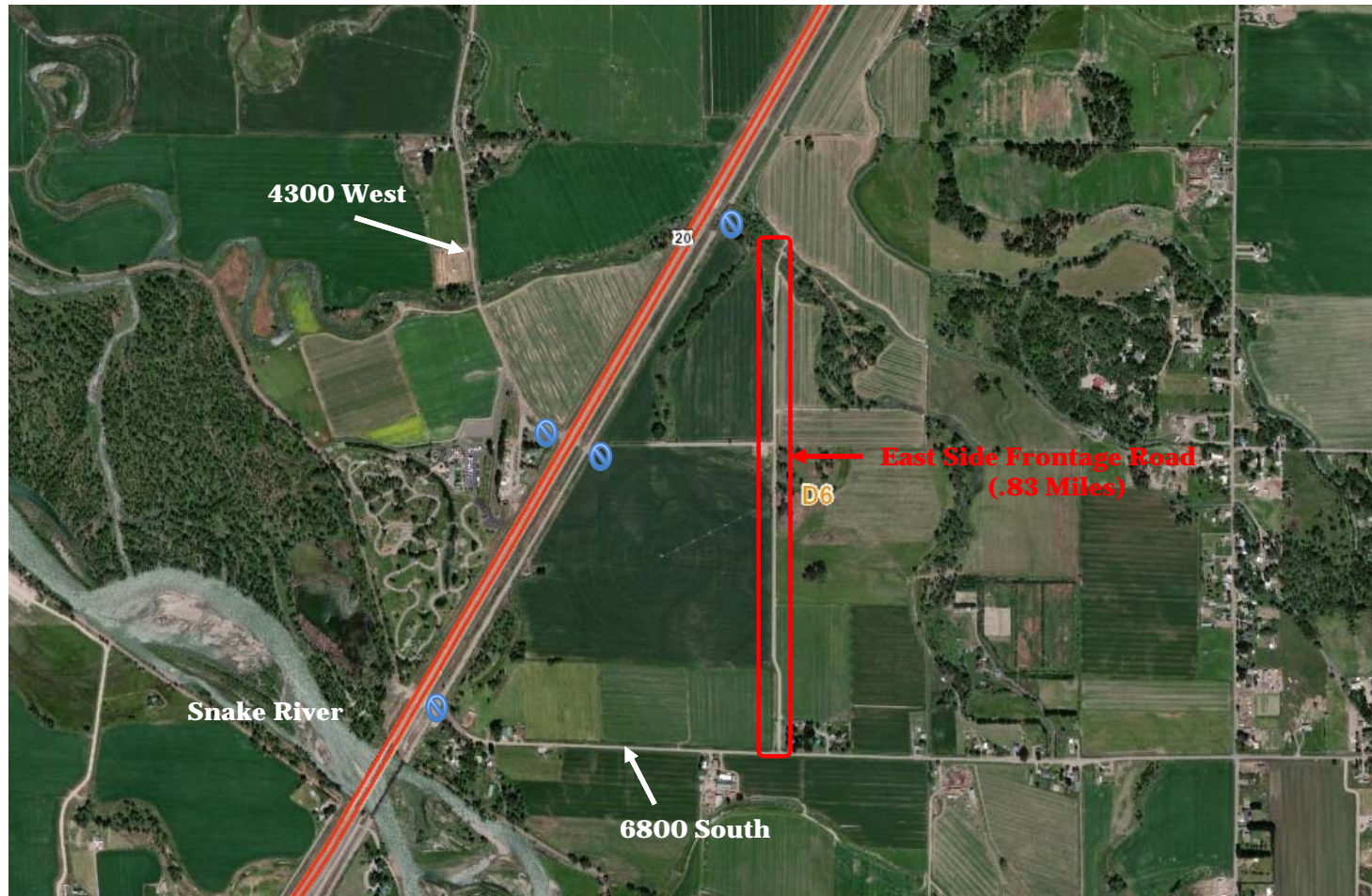
County Commissioner

County Commissioner

(SEAL)

By regular/special meeting on

East Side Frontage Road



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SH 33 Relinquishment				
Route	Segment Code	Beginning Mile Post	Ending Mile Post	Total Miles
SH 33	002075	337.478	339.759	2.281
Connector Road	005414	100	100.12	0.120
Connector Road	005415	100.367	100.587	0.220
				2.621
		2.621	\$1,000,000.00	\$2,621,000.00

City of Sugar City Railroad Ave/3rd South Improvement	
\$416,000.00 Total Construction Cost	
2% (2% Inflation per Year)	
\$8,320.00	
\$424,320.00	\$424,320.00

Total Cost to Relinquish SH 33	
	\$3,045,320.00
(Rounded)	\$3,100,000.00

East Side Frontage Road	
Liberty Park Canal	\$206,800.00
Texas Slough	\$622,389.00
	\$829,189.00
(Rounded)	\$850,000.00

TOTAL BOTH RELINQUISHMENTS	
SH 33	\$3,100,000.00
East Side Frontage Road	\$850,000.00
	\$3,950,000.00
(Rounded)	\$4,000,000.00



STATE HIGHWAY SYSTEM ADJUSTMENTS

Purpose

The purpose of this policy is to implement Board Policy 4061 authorizing the Director to set forth the procedure to make adjustments to the State Highway System that serves statewide economic interests, movement of products and materials, and statewide mobility.

Legal Authority

- Idaho Code 40-120(5) - Definition of State Highway System.
- Idaho Code 40-203(B) - The Department may abandon or assume control of a highway with the consent of the local highway jurisdiction.
- Idaho Code 40-310(1) - The Board shall determine which highways in the state, or sections of highways, shall be designated and accepted as a part of the State Highway System.
- Idaho Code 40-310(3) - The Board has authority to abandon any highway and remove it from the State Highway System.

Adjustment to the State Highway System

Whenever a local highway jurisdiction proposes a change to the State Highway System (addition/removal/relocation/etc.), the appropriate District Engineer or a delegate refers the request to the Board Subcommittee on State Highway System Adjustments. Upon Board Subcommittee concurrence, the appropriate District Engineer or delegate conducts an analysis of the highway's operating and network characteristics using criteria adopted by the Idaho Transportation Board. The Idaho Transportation Department State Highway System Adjustments Procedures (hereafter known as SA Procedures) document contains the approved criteria.

System Action Evaluation

The appropriate District Engineer or delegate prepares a report that evaluates the requested adjustments based on the criteria contained within the SA Procedures document and submits to the Chief Engineer.

The Chief Engineer or delegate reviews the adjustment analysis and presents the findings to the Board Subcommittee. The Board Subcommittee on State Highway System Adjustments analyzes the evaluation report, the Additions and Deletions Change Request form and the merits of the routes proposed for system adjustment to determine routes that are appropriate for further consideration. The Division of Engineering Services maintains a record of all requests, studies and results for any adjustment proposals for the State Highway System and complies with the procedures provided within the SA Procedures document.

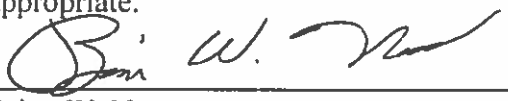
State Highway System Adjustment Process

Upon Board Subcommittee recommendation of a State Highway System addition, removal, or other adjustment, take the following actions:

1. The District Engineer or delegate contacts the appropriate local jurisdiction(s) to further investigate the proposed system action. If the local jurisdiction is interested, conducts negotiations to reach an agreement on the action. The District Engineer considers all feasible options, including monetary appropriations and maintenance assistance such as snowplowing, striping, and discussing the date of the system action to assure minimal revenue and budget impact.
2. The appropriate District Engineer conveys the results of the negotiation meeting to the Board Subcommittee, the Director, and the Chief Engineer.
3. A public hearing is required for proposed actions that abandon, relocate or replace an existing route on the State Highway System serving or traversing a city, or the area in which a city is located. The ITD Public Involvement Coordinator coordinates a public hearing with the involved parties, provides news releases and other assistance. A public hearing is conducted as is appropriate for the system action.
4. The appropriate District Engineer prepares the draft agreements and sends to the Division of Engineering Services and Legal for review. At the direction of the Board, the District Engineer presents a Highway System Agreement to the affected local highway jurisdiction for signature. The agreement addresses all issues from the public hearing testimony (if a hearing was required), include reference to the maintenance reimbursement option selected by the local highway jurisdiction (if applicable), and outline the process for conveyance of the right-of-way. All negotiations, terms and conditions will be concluded promptly and not exceed a 2-year timeframe, unless otherwise approved by the Board.
5. Once an acceptable agreement has been made, the Official Minute is presented to the Idaho Transportation Board for a system action determination.
6. If financial payment is agreed to, the Chief Engineer shall ensure that the paperwork is completed and payment made to the local highway jurisdiction.

Official Minute

The appropriate District Engineer or delegate prepares the Official Minute in concurrence with the Board Subcommittee for all system action determinations that are presented to the Idaho Transportation Board. The Official Minute provides the reason for action, describes the changes to the State Highway System, and establishes an effective date. The Official Minute is also the basis for title transfer of the real property to the proper owners. The Executive Assistant to the Board files the original Official Minute in the exhibit book and approval/disapproval is noted in the minutes of the Idaho Transportation Board meeting. The Division of Engineering Services sends copies of the approved Official Minute to the affected district, local highway jurisdiction, city officials (when involved), the Port of Entry section in headquarters, and others as appropriate.



Brian W. Ness
Director

Date 6/29/2015