

## DISTRICT SECRETARY'S FINAL MINUTES BOARD OF COMMISSIONERS MEETING

These Minutes have been approved by the Board of Commissioners and are the official record relating to the conduct or administration of the District's business, as reflected herein.

Wilder, Idaho

October 8, 2020

A regular meeting of the Commissioners of the Golden Gate Highway District No. 3 was held at 11:30 A.M. on Wednesday, October 8, 2020 in the District Office at 500 E. Golden Gate Avenue, Wilder, Idaho.

**PRESENT:** Commissioners Virgil Holsclaw, Fred Sarceda, and David Lincoln, Road Foreman Casey Percifield, Attorney William F. Gigray, and Secretary/Clerk Anita Herman.

**ABSENT:** Director/Engineer Gordon Bates attended by phone conference.

### AGENDA

**REVIEW:** Secretary Anita Herman reported that she posted the agenda for the regular meeting Tuesday, October 6, 2020 at 10:00 a.m. at the locations listed on the agenda. **Motion: Made by Commissioner Fred Sarceda: To Approve the Posting of the Agenda, Seconded by Commissioner David Lincoln.** The vote was unanimous. Motion carried.

**VISITORS:** None

### PUBLIC

**INPUT:** None

### MINUTES

#### READ AND

**APPROVED:** Minutes of the meetings were read. **Motion: Made By Commissioner David Lincoln: To Approve The Minutes of Regular Meeting on September 9, 2020, Seconded By Commissioner Fred Sarceda.** The vote was unanimous. Motion carried.

### SECRETARY'S

#### RECORD DE- STRUCTION

**REQUEST: Motion: Made By Commissioner David Lincoln: Authorizing Secretary's Records Destruction Request of Meeting Audio Tape for Regular Meeting September 9, 2020, Seconded by Commissioner Fred Sarceda.** The vote was unanimous. Motion carried.

### FINANCIAL

**REPORT:** Secretary/Treasurer Anita Herman gave the financial report as follows. The expenses for September 10, 2020 through October 8, 2020 were \$130,277.90, payroll for September

10, 2020 through October 8, 2020 was \$44,541.33 for a total of \$174,819.23. **Motion made by Commissioner Fred Sarceda to Receive and Approve the Treasurer's Report, Seconded by Commissioner David Lincoln.** The vote was unanimous. Motion carried. **Motion: Made by Commissioner Fred Sarceda: To Approve the Financial Report and Authorize the Disbursement of Funds from the District's Treasury in the Sum of \$174,819.23 for the Payment of the Bills Presented by the Treasurer, Seconded by Commissioner David Lincoln.** The vote was unanimous. Motion carried.

**PUBLIC**

**HEARING:** None

**OLD**

**BUSINESS:** REVIEW AND AUTHORIZE CHAIRMAN TO SIGN MEMORANDUM OF UNDERSTANDING FOR FY2021 ROCK CRUSHING

Director Gordon Bates discussed the attached Memorandum. **Motion: Made By Commissioner David Lincoln: To Authorize Chairman to Sign Memorandum of Understanding for FY2021 Rock Crushing, Seconded by Commissioner Fred Sarceda.** The vote was unanimous. Motion carried.

**NEW**

**BUSINESS:** APPOINTMENT OF OFFICERS:

Director of Highways – Gordon Bates  
Board Secretary/Clerk – Anita Herman  
Highway District Attorney – William F. Gigray  
District Engineer – Gordon Bates

**Motion: Made By Commissioner David Lincoln: To Appoint Gordon Bates as Director of Highways, Anita Herman as Board Secretary/Clerk, William F. Gigray as Highway District Attorney, and Gordon Bates as District Engineer, Seconded by Commissioner Fred Sarceda.** The vote was unanimous. Motion carried.

ELECTION OF OFFICERS:

Board Chairman – Commissioner Virgil Holsclaw  
Board Vice Chairman – Commissioner Fred Sarceda

**Motion: Made By Commissioner David Lincoln: To Appoint Commissioner Virgil Holsclaw as Board Chairman and Commissioner Fred Sarceda as Board Vice Chairman, Seconded by Commissioner Fred Sarceda.** The vote was unanimous. Motion carried.

ELECTION OF MOJO REPRESENTATIVE:

The Board elected Commissioner Fred Sarceda. **Motion: Made By Commissioner David Lincoln: To Have Commissioner Fred Sarceda Represent the Golden Gate Highway District on the MOJO Board, Seconded by Commissioner Virgil Holsclaw.** The vote was unanimous. Motion carried.

ELECTION OF COMPASS REPRESENTATIVE:

The Board elected Commissioner David Lincoln. **Motion: Made By Commissioner Fred Sarceda: To Have Commissioner David Lincoln Represent the Golden Gate Highway District on the Compass Board, Seconded by Commissioner Virgil Holsclaw.** The vote was unanimous. Motion carried.

RESOLUTION 2020-13 – AUTHORIZE TEMPORARY EMPLOYMENT FOR COMMISSIONER VIRGIL HOLSCLAW FOR FY2020-2021

Resolution 2020-13 authorizes Commissioner Virgil Holsclaw to be a temporary employee for Golden Gate Highway District when needed during our busy winter and summer months. **Motion: Made By Commissioner Fred Sarceda: To Approve Resolution 2020-13 – Authorizing Temporary Employment for Commissioner Virgil Holsclaw, Seconded by Commissioner David Lincoln.** The vote was unanimous. Motion carried.

AUTHORIZE CHAIRMAN TO SIGN ACCHD NOTICE OF BOARD OF COMMISSIONERS REGULAR MEETING SCHEDULE

The Notice of Board of Commissioners Regular Meeting Schedule has the quarterly meeting dates on it and then is posted at the Golden Gate Highway District Office. The Board authorized the Chairman to sign the meeting schedule after Secretary Anita Herman received the corrected November meeting date. **Motion: Made By Commissioner David Lincoln: To Approve the Regular Meeting Schedule and Authorize the Chairman to Sign the ACCHD Notice of Board of Commissioners Regular Meeting Schedule, Seconded by Commissioner Fred Sarceda.** The vote was unanimous. Motion carried.

AUTHORIZE SECRETARY/CLERK TO SIGN GGHD NOTICE OF BOARD OF COMMISSIONERS REGULAR MEETING SCHEDULE

The GGHD Notice of Board of Commissioners Regular Meeting Schedule has the monthly meeting dates (the second Thursday of the month at 11:30 a.m.) on it and then is posted at the Golden Gate Highway District Office, on the GGHD website, at Wilder City Hall, and Wilder Post Office. **Motion: Made By Commissioner David Lincoln: To**

**Accept the Meeting Schedule for Golden Gate Highway District #3 and Authorize the Chairman to Sign the GGHD Notice of Board of Commissioners Regular Meeting Schedule, Seconded by Commissioner Fred Sarceda.** The vote was unanimous. Motion carried.

AUTHORIZE DIRECTOR TO SIGN GIFT DEED OF TEMPORARY CONSTRUCTION EASEMENT AND ACCEPTANCE – BRUNELLO COURT

Director Gordon Bates reported to the Board that this easement is for temporary access into Brunello Court to do maintenance work when needed. **Motion: Made By Commissioner David Lincoln: To Accept the Gift Deed of Temporary Construction Easement and Acceptance and Authorize The Director to Sign the Easement, Seconded by Commissioner Fred Sarceda.** The vote was unanimous. Motion carried.

AUTHORIZE CHAIRMAN TO SIGN 14<sup>TH</sup> ANNUAL TAMURA FARMS LEASE AGREEMENT

The Board decided to table this until Director Gordon Bates and Road Foreman Casey Percifield get more information to them and after talking to the representative for Tamura Farms. **Motion: Made By Commissioner David Lincoln: To Table the 14<sup>th</sup> Annual Tamura Farm Lease, Seconded by Commissioner Fred Sarceda.** The vote was unanimous. Motion carried.

WEED CONTROL CHEMICAL PURCHASE

Director Gordon Bates discussed the quotes he received from the three companies that submitted them. The Board discussed the following and whom to award the contracts to: The purchase of 40 pounds of Telar XP, 30 gallons of Esplanade, 144 pounds of Payload, and 25 gallons of Method 240 SL. **Motion: Made By Commissioner Fred Sarceda: To Award Helena-Agri the Telar XP and the Payload Contracts, Award Wilbur-Ellis the Esplanade Contract, and Award Nutrien Ag Solutions the Method 240 SL Contract, Seconded by Commissioner David Lincoln.** The vote was unanimous. Motion carried.

**ROAD**

**REPORT:** Road Foreman Casey Percifield discussed his attached report.

**ENGINEER**

**REPORT:** Director/Engineer Gordon Bates asked the Board to read through his attached report.

**ATTORNEY'S**

**REPORT:** Attorney William F. Gigray reported to the Board that he worked on Resolution 2020-13 and worked on the Easement for Bella Toscana with Director Gordon Bates.

**GENERAL MATTERS:** None

**COMMUNICATIONS:** Letter from Jeffrey Noble discussed in executive session.

**MOJO REPORT:** None

**IAHD REPORT:** Commissioner David Lincoln reported that they are still working on donations for the online auction and discussed again about the Legislator meeting that the entities had with Senator Rice per Attorney William Gigray's request.

**ACCHD REPORT:** Commissioner David Lincoln let the Board know that they will be holding their next regular meeting in November by Zoom.

**COMPASS REPORT:** None

**EXECUTIVE**

**SESSION:** **Executive Session Board of Commissioners Regular Meeting of October 8, 2020**  
– The Board of Commissioners, upon a unanimous roll call vote, convened into the Executive Session, pursuant to Idaho Code Section 74-206 (1) (b) and (f) to hear complaints or charges brought against, a public officer, employee, staff member or individual agent and to communicate with legal counsel for the Highway District to discuss the legal ramifications of a controversy not yet being litigated. The executive session was convened at 12:59 p.m. All three commissioners were in attendance. Also in attendance, by request of the Commissioners, was Road Forman Casey Percifield, Director Gordon Bates and District Secretary/Treasurer Anita Herman and District legal counsel Wm. F. Gigray, III. Information was then provided to the Commissioners regarding the subject of the executive session. At 1:30 p.m. Commissioner David Lincoln moved and Commissioner Fred Sarceda seconded to come out of executive session and to reconvene into open session which motion passed unanimously. **Open session resumed** and Chairman Virgil Holsclaw reported that information was received during the executive session relative to the announced purposes for going into the executive session and no action was taken by the Board of Commissioners.

**SPECIAL**

**BUSINESS:** None

**ADJOURN-  
MENT:**

There being no further business to come before the Commissioners, the meeting was adjourned at 1:34 p.m. **Motion: Made By Commissioner Fred Sarceda: To Adjourn the Meeting, Seconded by Commissioner David Lincoln.**

Next regular meeting is scheduled for November 12, 2020 at 11:30 a.m.

  
\_\_\_\_\_  
CHAIRMAN

  
\_\_\_\_\_  
SECRETARY

# Golden Gate Highway District No. 3

Commissioners: Virgil Holsclaw, David Lincoln, Fred Sarceda

---

October 8, 2020

To: GGHD Commissioners

From: Casey Percifield

**Subject: Road Report for October 2020**

This past month the crew has accomplished:

- Pulled shoulders on most of next year's chip seal roads, hop harvest was too busy to finish. We will wait until harvest is over
- Removed over burden at Mojo pit for our gravel pad
- Dura Patched
- Hauled chips that we traded for with Canyon Highway District, Kelley Pit on Top Rd
- Equipment Maintenance
- Installed Railroad crossing signs on Notus Rd south of Hwy 19, Tucker Rd, Van Slyke Rd, and Peckham Rd. We will finish Allendale Rd, and Travis Rd when we get more signage

Next month's projects:

- Finish pulling shoulder's on Dixie, Jacks, and Rudd Rd
- Crack seal next year's chip seal roads
- Get winter equipment ready for use
- Pipe and Bridge work



Street Address  
500 Golden Gate Ave  
Wilder, ID 83676

Phone (208) 482-6267  
Fax (208) 482-6100  
Email [office@gghd3.org](mailto:office@gghd3.org)

# Golden Gate Highway District No. 3

Commissioners: Virgil Holsclaw, David Lincoln, Fred Sarceda

---

October 8, 2020

To: GGHD Commissioners

From: Gordon Bates, P.E.  
Director of Highways and District Engineer

Subject: **Director's Report for October 2020**

- Peckham Road KN13964 & KN22101 Peckham Rd Freight combined project. Freight design is updating Federal-Aid NEPA findings and reports.
- Homedale Road – Provided concept plan comments to T-O Engineers. Embankment steepness vs. safety guidelines is challenging. Geotechnical report recommends RABS except 1/4 mile rebuild segment by Agate Ln. Bridge report recommends replacement due to 16% cost increase for about twice life expectancy.
- V2020-01 Burch Commercial Approach (Gator Pit turn lane) – Construction is complete but closeout is not. Right-of-way dedication is not complete. Applicant has submitted a time extension request on 10/06/2020.
- The Shed at Garrett Ranch conditional use permit requests a 300 person special events center. This increase in use means the site is no longer an Agricultural Processing Site.
- MOJO Crushing coordination with CHD and NPHD. CHD is working on bid documents subject to approval by GGHD and NPHD.
- ACCHD Standards update underway to address technical items, approach issues and Development Services coordination.
- Case Ln bridge replacement – preparing formal Request for Quote and coordinating with Andy Bishop of Riverside Irrigation District.



Street Address  
500 Golden Gate Ave  
Wilder, ID 83676

Phone (208) 482-6267  
Fax (208) 482-6100  
Email [office@gghd3.org](mailto:office@gghd3.org)



## MEMORANDUM OF UNDERSTANDING FY 2021 Joint Gravel Crushing (MOJO Gravel Pit)

This Memorandum of Understanding ("MOU") is made and executed between Golden Gate Highway District No. 3, hereinafter "GGHD", Notus Parma Highway District No. 2, hereinafter "NPHD", and Canyon Highway District No. 4, hereinafter "CHD", all highway districts organized and existing by virtue of Chapter 13 of Title 40 Idaho Code, and whose boundaries are within Canyon County, State of Idaho, and all of which are parties to this MOU and hereinafter referred to as the "Parties".

### Recitals

WHEREAS, the Parties are joint owners and operators of the MOJO gravel pit under UJPA Mutual Ownership and Joint Operation Agreement dated December 14, 2004; and

WHEREAS, the Parties are in need of crushed gravel products from the MOJO gravel pit to meet the highway maintenance needs of their respective districts; and

WHEREAS, the Parties have included in their respective fiscal year 2021 budget funds for gravel crushing; and

WHEREAS, the Parties believe it to be in the public interest to cooperate in a contracted joint crushing project for efficiency and economy of scale; now therefore,

### Agreement

Be it understood that GGHD, NPHD, and CHD understand and agree to the following:

1. The Parties will cooperate in a project to crush gravel products, including chip sealing aggregate, crushed aggregate, and recycled asphalt pavement for highway maintenance at the MOJO gravel pit that will include contract document preparation, bidding, crushing contract management, and quality assurance testing, hereinafter "Project". The Parties recognize that the crushing contract will include gravel crushing for CHD at CHD's Kapicka Pit, the cost and administration of which shall be the sole responsibility of CHD.
2. The project schedule is anticipated as follows:
  - a. Contract preparation and bidding in Fall 2020,
  - b. Contracted gravel crushing in Winter 2020/2021 – Spring 2021
3. CHD shall be the lead agency, have the role and responsibility of project owner and manager, and serve as the primary project contact for the Parties with construction contractor and third party quality assurance testing. CHD will bear the costs and staff time associated with this role, except as otherwise stated herein. CHD will retain this role and responsibility until project completion, unless otherwise agreed to by separate agreement or amendment to this MOU.

4. The CHD shall be responsible for administration of the project. CHD shall designate a project manager who will serve as the coordinator and point of contact for the Project. GGHD and NPHD shall designate a representative to serve as their respective point of contact and participate in Project related meetings, negotiations, and reviews.
5. The construction contract shall be structured so that the gravel products for each Party are a separate contract schedule and the successful contractor shall be required to submit separate pay estimates for each schedule.
  - a. A bid item for one-third (33.3%) of the MOJO pit mobilization cost shall be included in each of the Party's schedule of work at the MOJO Pit. The mobilization bid item shall include the contractor's site mobilization, demobilization, final pit sloping, and related work.
  - b. The Contractor shall be required to submit all pay estimates for each separate contract schedule to CHD for review prior to CHD forwarding the separate contract schedule pay estimate to the appropriate Party. If any Party disputes a pay estimate, that Party shall notify CHD's project manager and shall jointly, with CHD, work to resolve the disputed pay estimate with the contractor in accordance with the contract provisions.
  - c. Each Party shall be responsible to process their separate contract schedule pay estimates, including release of retainage, in accordance with the contract provisions.
  - d. Each Party shall be responsible to make payment directly to the contractor for their separate contract schedule pay estimates. A copy of each Party's payment record for each pay estimate shall be submitted to CHD's project manager at the time of payment.
  - e. The Contractor shall be required to provide a certificate of liability insurance naming all the Parties as additional insured in that amounts specified in the contract.
6. Each Party shall contribute equally (33.3%) toward all costs and expenses incurred in connection with quality assurance testing and all other necessary and proper expenses incurred in connection with the Project.
7. Labor, equipment, and materials contributions by the Parties toward construction are not anticipated, but may be made only after all Parties have provided written consent, including the agreed upon the value of any such labor, equipment, and materials contributions.
8. The Parties agree that the following services are anticipated and the cost thereof part of the Project:
  - a. Construction of the Project (gravel crushing) shall be conducted by a contractor whose services shall be acquired in accordance with Idaho Code Title 67 Chapter 28.
  - b. Third party quality assurance testing of produced aggregate provided by a WAQTC certified testing laboratory.

9. Each Party will perform and bear the costs of the following:
  - a. Provide staff to review and comment on construction documents.
  - b. Provide staff to attend a pre-bid meeting, preconstruction meetings, and progress meetings.
  - c. Provide staff to review and process pay estimates for each Party's contract schedule
10. The Parties shall review the project documents, agreements, and contracts at each Project milestone. The next phase of the Project may not proceed until each Party has provided their written consent to proceed. The Project milestones are as follows:
  - a. Milestone No. 1 – Plans, Specifications, & Estimate (for Bidding Purposes)
  - b. Milestone No. 2 – Recommendation for Award of Construction Contract
11. CHD shall be authorized to enter into any agreement or contract on behalf of the Parties pursuant to the purposes of this MOU provided written consent of the Parties is received as set forth in 10 of this MOU.
12. CHD shall be authorized to execute construction change orders with written authorization of the Parties.
13. CHD shall pay amounts owed for third party quality assurance testing services and invoice the Parties their equal share of the costs on a monthly basis, or lesser frequency as agreed to by the Parties. Payments on invoices shall be remitted to the CHD by GGHD and NPHD within thirty (30) days of receipt.
14. Any Party may terminate participation herein only in the event it does not consent to the next project phase at the project milestones set forth in Section 10 of this MOU. Once a Party has provided written consent at any project milestone provided in Section 10 of this MOU, the Parties shall faithfully perform their respective obligations hereunder and this MOU shall not be terminable until the next project milestone is subject to consent as provided in Section 10 or the projects natural expiration upon completion of the Project. Upon termination, the Parties shall be equally responsible for all expenses and cost related to the Project.
15. In the event any provision or section of this MOU conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.
16. This MOU shall be governed and interpreted by the laws of the State of Idaho.
17. The parties intend that this MOU shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the parties hereto.
18. No party may assign this MOU, or any interest therein, without written consent of the other parties; and in the event of assignment, this MOU shall inure to and be binding upon the parties hereto as well as their successors, assigns, departments and agencies.


19. The Parties will maintain their own separate insurance and responsibility for liabilities as particularly associated with each entity's own assigned tasks or functions as identified in this MOU.

20. This MOU shall become effective on the date signed by all parties and continue henceforth from said date.

This MOU is entered into by the parties as follows:

Dated the 8 day of October, 2020.

**GOLDEN GATE HIGHWAY DISTRICT NO. 3**

  
\_\_\_\_\_  
Virgil Holsclaw, Chairman

Attest:

  
\_\_\_\_\_  
Secretary

---

Dated the \_\_\_\_ day of \_\_\_\_\_, 2020.

**NOTUS PARMA HIGHWAY DISTRICT NO. 2**

\_\_\_\_\_  
William Hartman, Chairman

Attest:

\_\_\_\_\_  
Secretary

---

Dated the \_\_\_\_ day of \_\_\_\_\_, 2020.

**CANYON HIGHWAY DISTRICT NO. 4**

\_\_\_\_\_  
Rick Youngblood, Chairman

Attest:

\_\_\_\_\_  
Secretary

19. The Parties will maintain their own separate insurance and responsibility for liabilities as particularly associated with each entity's own assigned tasks or functions as identified in this MOU.

20. This MOU shall become effective on the date signed by all parties and continue henceforth from said date.

This MOU is entered into by the parties as follows:

Dated the \_\_\_\_ day of \_\_\_\_\_, 2020.

**GOLDEN GATE HIGHWAY DISTRICT NO. 3**

\_\_\_\_\_  
Virgil Holsclaw, Chairman

Attest:

\_\_\_\_\_  
Secretary

Dated the 13<sup>th</sup> day of October, 2020.

**NOTUS PARMA HIGHWAY DISTRICT NO. 2**

William J. Hartman  
William Hartman, Chairman

Attest:

Henna Watkins  
Secretary

Dated the \_\_\_\_ day of \_\_\_\_\_, 2020.

**CANYON HIGHWAY DISTRICT NO. 4**

\_\_\_\_\_  
Rick Youngblood, Chairman

Attest:

\_\_\_\_\_  
Secretary