

**WORLEY HIGHWAY DISTRICT BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**February 26, 2025**  
**9:00 A.M.**

**MINUTES**

Commissioner Phil Cooper called the meeting to order at 9 a.m. with Commissioner George Miller and Commissioner Corinne Johnson present. Also, present Director, Kevin Howard, Clerk Charyl Ragan, and Deputy Clerk Jennifer Weeks.

Guests: Jay Hassel, Barratt Moland, Marty Buell, Steve Syrcle

**APPROVAL OF AGENDA**

Miller moved to approve the agenda. Johnson seconded. Cooper concurred. The motion passed unanimously.

**CONFLICTS OF INTEREST ON AGENDA**

Phil Cooper, Corinne Johnson, and George Miller each indicated no conflicts of interest with any item on the agenda.

**APPROVAL OF MINUTES**

Miller moved to approve the minutes of the January 22, 2025 meeting, Johnson seconded. Cooper concurred. The motion passed unanimously.

Miller moved to approve the meeting minutes of the February 13, 2025 Bid Opening. Johnson seconded. Cooper concurred. The motion passed unanimously.

**Bid Opening**

Chairman Cooper opened bids to supply magnesium chloride to the District for 2025 road stabilization as follows:

<i><b>Bidder</b></i>	<i><b>Bid Price</b></i>	<i><b>Demurrage</b></i>		<i><b>Anticipated Delivery Date</b></i>
GMCO	\$175.49 per ton	\$75 per day	7 free days	March 17, 2025

Cooper moved to award the bid to GMCO. Miller seconded the motion. Johnson concurred. The motion passed unanimously.

Jennifer called roll Johnson, aye, Miller aye, Cooper aye.

**PUBLIC COMMENTS AND GUEST INTRODUCTIONS**

none

## **OLD BUSINESS**

### **Vacation/Abandonment portion of Road #443**

Miller moved to vacate/abandon a portion of road #443. Johnson seconded. Cooper concurred. The motion passed unanimously.

### **Work progress Report**

January 23, Donald "Rusty" Campbell turned in his 30-day resignation letter.

Two safety meetings were held.

Crews brushed with a man lift that was rented from Cat Rentals when weather allowed between snowstorms.

Two crew members traveled to Boise to purchase and deliver a 2003 Western star semi tractor to use as a newer low boy truck. While in Boise they went to Federal Surplus and purchased a new air gantry hoist for the shop.

At the end of January into February snowstorms happened with some being very productive and heavy. Crews worked overtime and weekends to clear roads and sand. One freezing rain event happened causing very slick roads.

February 6 truck #175 was plowing the shoulder on Rolling Hills and went in the ditch laying it over on its side. A wrecker was called to stand the truck back up. Mirror on the passenger side was the only thing damaged, and the crew member was not injured but sore. As a precaution he did go to urgent care to get checked out and is doing good.

Cold weather hit for a couple weeks in the middle of the month. Many crew members worked in shops cleaning and working on the equipment.

### **Planned work for this coming Month**

Winter maintenance, Getting equipment ready for spring maintenance, clearing of ditches for spring run-off, run-off repair.

### **In The Shops**

Deputy Director Dustin Howe has prepared a shop report for the board.

### **Kootenai County Community Development**

#### **Farup Estates (Cottonwood Rd & Farup Rd) MIN 20-0099, minor subdivision:**

All obligations to the district have been met. Staff have no objection to signing the Final Plat (Mylar).

Cooper moved to sign the mylars. Miller seconded. Johnson concurred. The motion passed unanimously.

#### **Clemetson Woods (Clemetson Rd) MIN22-0056, minor subdivision:**



No additional information this month.

**IVY Hill, formerly Serenity View (Fox Haven Rd) MIN22-0028, 2 lot minor subdivision:**  
All obligations to the district have been met. Staff have no objection to signing the Final Plat (Mylar).

Miller moved to sign the mylars. Johnson seconded. Cooper concurred. The motion passed unanimously.

**Belisle Landing (Hwy 95, Horned Owl Rd.) MIN24-0032, 2-lot minor subdivision:**  
Review fees have been paid. Staff sent a copy of the Viewers Report documents showing public right-of-way within the subject parcel to the developers' representative.

**Dana Estates (Rockford Heights) MIN24-0040, 3-lot minor subdivision:**  
The developer's representative is here today to request a waiver of the Payment in Lieu of Construction Fee.

Johnson moved to grant the request to waive the PILC fees for this subdivision based on Rockford Bay road being already built to WHD standards. Miller seconded. Cooper concurred. The motion passed unanimously.

**Repsold-Hyatt (Rockford Bay Rd) MIN21-0115, 2-lot minor subdivision:**  
The developer has been invoiced for the review fee deposit.

#### **WHD Construction Projects**

##### **Conkling Rd-US 95 street lights:**

The director indicated that there is a meeting on 3/5/2025 with ITD at JUB's office to discuss this intersection.

##### **Rockford Box Culvert:**

Award of bid.

##### **Greensferry Guardrail, Key No. 23285:**

We are waiting to find out from ITD when the bid opening is scheduled.

##### **Kidd Island Road (Phase II):**

JUB is working on the Draft Scope of Work (SOW) to be reviewed and approved by LHTAC. Upon approval, a contract for design serviced will be the next step.

##### **Cougar Gulch Road:**

The project is on hold until spring. It is currently and will be monitored for erosion control throughout the winter.

#### **WHD Misc. Projects**

##### **Koth Road ROW Status:**

I request discussion in executive session citing: Pending Litigation, Idaho Code 74-206 (1) (f).

**CDA Tribe, Lake Creek Project:**

A project meeting was held on February 11<sup>th</sup> to discuss the planned 2025 installations. Topics discussed were design of all components structure related, materials (type and source), constructability/methods, rights-of-way, and lessons learned from last years project.

**NEW BUSINESS**

**1. Resolution 2025-01 Equipment Transfer from Post Falls Hwy Dist. (Action Item)**

Miller moved to adopt the resolution 2025-01. Johnson seconded. Cooper concurred. The motion passed unanimously.

Jennifer called roll, Johnson, aye, Miler aye, Cooer aye.

\*See attached resolution.

**2. Bid Award- Rockford Bay Road Over Bellgrove Creek Culvert Replacement**

Miller moved to award the contract to LaRiviere, Inc with a bid of \$660,755.83. Johnson seconded; Cooper concurred. The motion passed unanimously.

Jennifer called roll, Johnson, aye, Miler aye, Cooer aye

**3. Accounts Payable**

Miller moved that the bills be approved as presented on the A/P register. Johnson seconded. Cooper concurred. The motion passed unanimously.

**4. Upcoming Meetings:**

March 13, 2025 KMPO 1:30 pm

March 26, 2025 Board meeting 9 am

**5. Commissioner Comments:**

none

Johnson moved to go into executive session at 10:00 am for Pending Litigation, Idaho code 74-206 (1)(f). Miller seconded. Cooper concurred. The motion passed unanimously.  
Jennifer called roll, Johnson aye, Miller aye, Cooper aye.

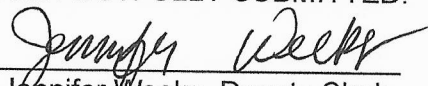
The regular meeting resumed at 10:17 am.

Johnson moved to allow the director to work with the attorney on pending litigation. Miller seconded. Cooper concurred. The motion passed unanimously.

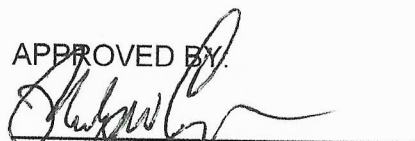
**ADJOURNMENT**

Citing no further business, Miller moved to adjourn the meeting at 10:19 a.m. Johnson seconded the motion. Cooper concurred. The motion passed unanimously.

RESPECTFULLY SUBMITTED:

  
\_\_\_\_\_  
Jennifer Weeks, Deputy Clerk

APPROVED BY:

  
\_\_\_\_\_  
Phil Cooper, Chair

  
\_\_\_\_\_  
Date



# WORLEY HIGHWAY DISTRICT RESOLUTION 2025-01

[Personal Property with a Value of Ten Thousand Dollars or Less]

WHEREAS, the Board of Commissioners of Post Falls Highway District has declared the following personal property surplus pursuant to Idaho Code 49-1309(2);

1998 HYSTER FORKLIFT Serial #: A177B17964H

WHEREAS, Worley Highway District has requested the surplus property be transferred to it; and

WHEREAS, Idaho Code 67-2323 and 67-2324 allow for the transfer of surplus property from one governmental unit to another without consideration upon a two-thirds vote of the Board of Commissioners;

**NOW THEREFORE, BE IT RESOLVED** that the Worley Highway District Board of Commissioners hereby accepts to receive the transfer of the above equipment from Post Falls Highway District, without consideration upon execution by both parties of a Transfer Agreement as provided by statute.

**BE IT FURTHER RESOLVED** that this Resolution shall be effective this 26<sup>th</sup> day of Feb, 2025.

Upon a motion to adopt the text of the foregoing Resolution made by Commissioner

Miller and seconded by Commissioner Johnson, the following vote was recorded:

Chairman Cooper: [Signature]

Commissioner Johnson: [Signature]

Commissioner Miller: [Signature]

Upon said roll call, the text of the foregoing was duly enacted as a Resolution of the Worley Highway District, Kootenai County, Idaho, on the 26<sup>th</sup> day of February 2025.

WORLEY HIGHWAY DISTRICT

[Signature]  
Phil Cooper, Chairman

ATTEST:

[Signature]  
Jennifer Weeks, Deputy Clerk

EQUIPMENT TRANSFER TO WHD

POST FALLS HIGHWAY DISTRICT  
RESOLUTION NO. 2025-01

SURPLUS EQUIPMENT TRANSFER RESOLUTION

[Personal Property with a Value of Ten Thousand Dollars or Less]

WHEREAS, the Board of Commissioners of Post Falls Highway District previously declared the following personal property surplus pursuant to I.C. § 49-1309(2);

1998 HYSTER FORKLIFT Serial #: A177B17964H

WHEREAS, Worley Highway District has requested the surplus property be transferred to it; and

WHEREAS, Idaho Code §§ 67-2323 and 67-2324 allow for the transfer of surplus property from one governmental unit to another without consideration upon a two-thirds vote of the Board of Commissioners;

**NOW THEREFORE, BE IT RESOLVED** that the Post Falls Highway District Board of Commissioners hereby determine that it is in the public interest for Post Falls Highway District to transfer the above equipment to: Worley Highway District, without consideration upon execution by both parties of a Transfer Agreement as provided by statute.


**BE IT FURTHER RESOLVED** that this Resolution shall be effective this 19<sup>th</sup> day of Feb, 2025.

Upon a motion to adopt the text of the foregoing Resolution made by Commissioner D. Russell and seconded by Commissioner G. Heape, the following vote was recorded:

Chairman Tyler: Yay  
Commissioner Heape: Yay  
Commissioner Russell: Yay

Upon said roll call, the text of the foregoing was duly enacted as a Resolution of the Post Falls Highway District, Kootenai County, Idaho, on the 19<sup>th</sup> day of Feb, 2025.

POST FALLS HIGHWAY DISTRICT

  
Jeffrey Tyler, Chairman

ATTEST:

  
Elaine Fox, District Clerk

**TRANSFER AGREEMENT BETWEEN**  
**POST FALLS HIGHWAY DISTRICT AND WORLEY HIGHWAY DISTRICT**  
**[TRANSFER OF PERSONAL PROPERTY WITH A VALUE OF TEN THOUSAND DOLLARS OR LESS]**

THIS TRANSFER AGREEMENT ["Agreement"], by and between Post Falls Highway District ["PFHD"], a political subdivision of the state of Idaho, and Worley Highway District ["WHD"], a political subdivision of the state of Idaho. PFHD and WHD collectively may be referred to herein as the "Parties" and individually as a "Party."

**RECITALS**

- A. PFHD is a political subdivision in Kootenai County, Idaho, created pursuant to Idaho Code Title 40, Chapter 13.
- B. WHD is a political subdivision in Kootenai County, Idaho, created pursuant to Idaho Code Title 40, Chapter 13.
- C. Idaho Code §§ 67-2322 to 67-2324 provides for the transfer of property from highway districts to other governmental entities, with or without consideration, without notice and hearing for personal property with a value of Ten Thousand Dollars (\$10,000.00) or less.
- E. By Resolution Number 2025-01, adopted on February 19, 2025, two-thirds or more of the Board of Commissioners of PFHD authorized the transfer of certain surplus personal property from PFHD to WHD, which personal property has a value of less than ten thousand dollars (\$10,000.00) as allowed by statute.
- F. By Resolution Number 2025-01, adopted on February 26, 2025, two-thirds or more of the Board of Commissioners of the Worley Highway District authorized the acceptance of the transfer of certain surplus personal property from PFHD to WHD, which personal property has a value of less than ten thousand dollars (\$10,000.00) as allowed by statute.
- G. The Parties desire to agree to transfer certain personal property from PFHD to WHD as allowed by statute and authorized by resolution.

NOW, THEREFORE, the Parties agree as follows:

- 1. The Recitals set forth above are a part of this Agreement, not mere recitals.
- 2. PFHD agrees to transfer to WHD and WHD agrees to accept the following described personal property subject to the conditions set forth herein:

1998 HYSTER FORKLIFT Serial #A177B17964H

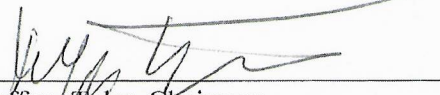


3. PFHD and WHD agree that the personal property is transferred "AS IS," and PFHD does not in any way, expressly or impliedly, give any warranties.
4. The WHD shall pay all governmentally imposed transfer fees, if any, incident to the transfer of the personal property. PFHD shall provide a Bill of Sale to WHD for the above-described personal property after this Agreement is approved by a 2/3 vote of each Party's governing body and both Parties execute this Agreement.
5. Each Party to this Agreement shall provide to the other Party the minutes or other documents evidencing that each Party's governing board has ratified this Agreement, which shall be provided within fourteen (14) days after the approval of the meeting minutes wherein each governing board, respectively, ratified this Agreement.
7. In all instances, the Parties shall cooperate and act in good faith in compliance with the terms, covenants and conditions of this Agreement, and each shall deal fairly with the other.
8. The duration of this Agreement shall be until such time as the personal property has been transferred to WHD; all transfer fees have been paid or reimbursed by WHD, and the other terms and conditions of this Agreement have been fulfilled; provided, however, that Section 3 of this Agreement shall survive the termination of this Agreement.
9. Upon acceptance of the Bill of Sale, WHD shall own the personal property and shall have the right to use and dispose of the same in compliance with applicable statutory authority.
10. Miscellaneous:
  - (a) Each Party represents and warrants that each person executing this Agreement on behalf of such Party is, at the time of such execution, duly authorized to do so by such Party's governing body and is fully vested with the authority to bind such Party in all respects.
  - (b) If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the Parties' intent and shall survive the severed provisions.
  - (c) This Agreement constitutes the entire Agreement between PFHD and WHD concerning the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.
  - (d) The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.
  - (e) This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create any third-party beneficiary rights in any person not a party hereto.

- (f) This Agreement shall be binding on the Parties and their successors and assigns.
- (g) This Agreement may be executed in counterparts, and such counterparts shall constitute one Agreement binding on the Parties. Facsimile transmission of any signed original of this Agreement, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original and shall be binding upon the Parties.


Executed and effective as of the last date signed below.

**POST FALLS HIGHWAY DISTRICT**

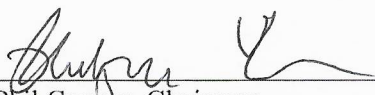
By:   
Jeffrey Tyler, Chairman

Date: FEB 19 2025

Attest:

By:   
Elaine Fox, District Clerk

**WORLEY HIGHWAY DISTRICT**

By:   
Phil Cooper, Chairman

Date: 2.26.2025

Attest:

By:   
Charyl Ragan, District Clerk