

City elections 2009

WEDNESDAY, OCTOBER 28, 2009

Homedale city council

Ruby Austin



Age — 63

Occupation — Bookkeeper, secretary, owner of Austin Painting; owner, photographer, framing and matting, salesperson of Ruby's World. Semi-retired.

Family — Husband, Pete; stepsons Jamie and Brian Austin; son Robert Salahub; daughter Holly Schroeder

Years living in Homedale — 16-plus

Political or civic involvement — None

Qualifications for Homedale City Council — I'm interested in the well being of the community

enough to run, to speak out and to listen to the whole community, not just a few.

Why are you running for office?

I am interested in our community and would like the opportunity to be of help. I have more time to devote to the community now that I'm semi-retired.

What are the skills and experience you could bring to the position?

I enjoy learning and am willing to listen and study the issues regarding the community as a whole with the only agenda being the welfare of the community. I was a single mother with all the responsibilities of that position. I feel I understand the need for moving ahead and yet maintaining a financial balance.

I worked as a department manager for Wal-Mart in Texas and California. I have worked as a bookkeeper and secretary for an electrical contractor and building contractors doing accounts receivable and payable. I worked for COSSA, with ADHD, ED, and other learning challenged students.

I feel having held different positions of responsibility in my life has given me a varied education on the duties of one's loyalty to the person or persons (commu-

nity) who hired (voted for) you.

What are your plans for the position should you win?

I will promote economic growth, beautifying our community; both in business and residential areas. Watch over the city budget, listen to and consider the needs of the community as a whole.

What are the positive aspects of the city?

The most positive aspect of our community is the people. They support our schools and businesses. They are the city.

What would you like to improve about the city, and how would you go about accomplishing that?

I would like to have a cleaner community in both the business and residential areas by the enforcement of the city ordinances and laws. I feel this can be accomplished by the persons responsible, fulfilling their duties that have been assigned to them or chosen by them by becoming members of our community. I would like to see improvements to our streets by adding sidewalks and lighting in both the business and residential areas. The only way to go about the improvements to our streets is by increasing our revenue, and new business would do that.

What are the most crucial issues facing the city and how would you address them?

Our community is in need of an increase in revenue in order to provide the maintenance and future improvements needed to continued growth. I feel a community needs to grow in order to maintain a prosperous quality of life for its residents and the surrounding areas. Allowing new business into our community would increase revenue, which will make it possible to provide improvements and the maintenance of our community.

How many city council meetings have you attended in the past year?

How many have you attended in your time in the city?

In the past year, two; Time in the city, two

Are there any other specific issues that the city council needs to address?

I believe the council needs to carefully evaluate every issue that comes before them with the economical growth of our community in mind. I feel this is the answer to most of the issues regarding maintenance, repairs and updating of the city services such as sewer, water, police, fire, irrigation and the improvement of our city and community as a whole.

How do you gauge how the city government has been run, and what changes need to be made?

From what I hear and see, the city is not trying to increase revenue by allowing new business. I feel new business would increase revenue, allowing more services to be provided. Competition is the American way and Homedale's way in sports. Why not in all ways?

In what direction does the city need to proceed and how will you get it there?

We need to grow, and I will be supportive of that growth, by welcoming new business to our community, thus increasing revenue.

What are your views on the following issues?

Airport development — I am in favor of developing the airport, because it is seen by people who pass our community. With the development of the airport, we would see an increase in the revenue for our community.

Local Improvement District/downtown revitalization — I am in favor of improving the appearance of our community, thus creating a neater and cleaner appearing community, and welcoming visitors.

Tim Downing



Age — 61

Occupation — Appliance repair business for 30 years

Family — Deb, wife; daughter, Erica (Brad) Dines; three grandchildren

Years living in Homedale — Lifelong resident

Political or civic involvement — Four years, Homedale City Council; 20 years Homedale Fire Department

Qualifications for Homedale City Council — Four years, Homedale City Council; 30 years self-employed businessman

Why are you running for office?

Being an elected official is a learning experience. I feel that experience will allow me to better serve the people for another term.

What are the skills and experience you could bring to the position?

The ability to look at any issue with an open mind. To speak out and debate when I don't agree with an issue. I believe in using the common-sense approach as much as possible in deciding issues. Taking the time to think and research is critical in getting it right.

What are your plans for the position should you win?

When Cheryl Beeson, then-reporter for The Owyhee Avalanche, interviewed four years ago, I stated that my primary goal was to give the voters the "best bang for their buck" I possibly could. I have made every effort to do that over the last four years and will continue to do so. If I feel there is an attempt to spend money in a less than prudent and responsible way, it will, by all means, be debated in the open meeting.

What are the positive aspects of the city?

The steps the city has taken in

the last few years to sustain a viable water and sewer system stands out as No. 1. When my term as city councilman started four years ago, then-Mayor Paul Fink was pushing hard for a bond election to upgrade the city water and sewer system. Those efforts allowed the bond to be passed. The result was the upgrading of our existing system as well as new installation along the Highway 95 corridor.

Then again last year, with the willingness of the citizens to accept a rate increase, we were able to fully utilize the over \$4.6 million bond. This final construction, which is beginning now, will leave Homedale with a solid, sound water and sewer system for the future. This is something we, as a city, can be proud of.

What would you like to improve about the city, and how would you go about accomplishing that?

I would like to see the City of Homedale, including the citizens, businesses and city employees, take a greater sense of pride in cleaning up our town. It's going to take more than legislation to get the job done; it's going to take an "attitude".

What are the most crucial issues facing the city and how would

you address them?

When you read the front page of the Press-Tribune and see that the state budget is in dire straits, and read in the Avalanche and understand that our county is struggling economically, we as city officials must understand that this is going to have a direct effect on our town's economy.

How many city council meetings have you attended in the past year?

How many have you attended in your time in the city?

I've never missed a regular city council meeting or special council meeting in my four-year term, and I strive to attend as many unofficial, day-to-day meetings as possible.

Are there any other specific issues that the city council needs to address?

How do you gauge how the city government has been run, and what changes need to be made?

In answering the above two questions:

I've made it very clear to fellow councilmen, on more than one occasion, that city business, especially that which involves a vote, be done exclusively in the open meeting. That business should be discussed, debated and

finalized at City Council meetings. Even two elected officials meeting at a home, business or otherwise, discussing how they're going to vote on a pending issue, is not only unethical but illegal and shows total disrespect for the spirit of open-meeting laws.

I have also voiced concerns about close friendships developing between elected officials and/or elected officials and city employees. Respect and understanding are what we need; close personal friendships are not healthy for viable city government. The focus of elected officials should be on representing the citizens.

In what direction does the city need to proceed and how will you get it there?

Of course, I want the city to move forward in a positive way. It's my belief that Homedale will ultimately move forward the way the citizens want it to move. I can sincerely say that if I had one wish for the city it would be that more people would get involved in their city government, come to the City Council meetings, and let their views be heard. If you have concerns about any issue, you should not hesitate to use the open-meeting forum and express them.

— See *Downing*, page 2B

✓ Downing

From Page 2B

The City Council consists of four citizens of the city not unlike other citizens. I have faith that your elected officials can put their collective heads together and make reasonable, fair decisions. I am pleased to see we have new people running for the open City council seats, as this shows that the citizens do care and are willing to get involved.

I would like to give a huge thank you to (Homedale Youth Sports Inc.) and the outstanding effort they have put forth in running the summer rec program. Words can't really say how much this is appreciated by all of us. They exemplify what sending the city in the right direction for the future is all about.

What are your views on the following issues?

Airport development — I believe the Homedale's airport is an

asset for our city. Through efforts of the city, as well as the private sector, it has seen some positive changes in the last few years. The tiling of an unsightly drain ditch through a grant obtained by the city, the addition of fire protection, as well as general cleanup, are some of the things that make it an attractive airport we can all be proud of. There is, of course, always room for improvement.

I do believe that the airport, for the most part, should be self-supportive. We are currently approved for an \$187,000 grant from the Federal Aeronautics Administration to upgrade the existing tarmac area. One of the challenges for the council will be to find matching money in order to take advantage of the grant. In my mind, the raise from 2½ cents to 5 cents per square foot for the existing hangars was too conservative. That lease money goes directly back to the airport and can be used for matching money on grants that may be obtained in the future as well as improvements. It's my

opinion (that) 8½ cents per square foot would have been a fair and more comparable rate to other cities of our size. This would allow for a much faster accumulation of airport improvement monies.

The city invested about \$13,000 in land leveling costs on the new airport ground, which we planned on recouping through a development fee assessed to the individuals leasing hangar space. Unfortunately, the current recession has stalled any building. Understandably, the people who were anxious to build hangars a year ago are feeling the effects of the economy. To date, no hangars have been built. In short, my sense is that barring an infusion of private sector money, progress will be dictated by how the economy sustains over the next few years.

Local Improvement District/downtown revitalization — Alluding to the aforementioned "cleanup attitude", I believe the LID would be a very positive step. This is an opportunity to do something truly beneficial for the

city. Leveraging the \$500,000 block grant will give the affected businesses the "best bang for their buck" they are likely to get for these improvements. It's my feeling that this would most certainly be an opportunity lost.

Having said that, my stated position is I need a majority of the affected businesses to sign on in order for me to cast a "yes" vote. I am truly sensitive to people struggling with their bottom line, and it is a fact that it's no money out of my pocket.

Several people, including Gavin Parker, Mike Pollard, Mayor Wilson and others, have worked very hard to make this LID a reality, and their sole motivation is in the best interest of Homedale.

We must understand that this process has been a learning experience for all involved, and though some mistakes may have been made there was never any intent to deliberately mislead or misinform the people. We must also understand that this is a long process and there is still a ways to

go. Even after the consensus of the people is known, there is a grievance process, a bidding process and ultimately a few months down the road a vote by the City Council to adopt the ordinance. The LID can be scrapped anytime previous to the City Council vote. I would give my word that if the projected costs to the businesses were, for whatever reason, higher than what was presented to them, I would vote "no" on the LID ordinance.

In regard to the \$500,000 grant, it has been rumored that this could be rescinded if the LID doesn't pass. No one would know the answer to that question except perhaps someone in the state or federal government, and I suppose they ultimately could do whatever they see fit. It is my opinion the businesses should not be pressured into accepting the LID under the pretense that the grant would be forfeited if they don't agree to sign on. In my heart of hearts, what I want most is for the businesses to genuinely want the LID for the good of the city.

Dave Downum



Age — 42
Occupation — Printer
Family — Daughter, Hannah
Years living in Homedale — 33
Political or civic involvement

— Two years, Homedale Planning and Zoning; six years, city council (five as council president)

Qualifications for Homedale City Council — Four years, Homedale City Council; 30 years Homedale resident

Why are you running for office?

I'm running in hopes of making a positive impact for Homedale.

What are the skills and experience you could bring to the position?

I've been involved with city government for the past eight years.

What are your plans for the position should you win?

Work at maintaining a responsible and positive city government.

What are the positive aspects of

the city?

The people that live in and own businesses in Homedale.

What would you like to improve about the city, and how would you go about accomplishing that?

The quality of life for Homedale citizens. Provide safe streets, the best water, sewer and trash services possible, and good roads.

What are the most crucial issues facing the city and how would you address them?

The economy. I think the city government needs to be as careful as it can with the budget but still maintain quality services.

How many city council meetings have you attended in the past year?

How many have you attended in your time in the city?

Twenty-one in the past year, and 130-plus regular meetings and countless extra meetings during time in the city.

Are there any other specific issues that the city council needs to address?

I think the city needs to address any and all issues that it can for the citizens and business owners. I believe that government should serve its citizens. I think Big Government has forgotten that.

How do you gauge how the city government has been run, and what changes need to be made?

By talking to the citizens, things are always going to change, there is always going to be different issues that we face. I think the city has to be proactive in its planning for the future.

In what direction does the city

need to proceed and how will you get it there?

Always be prepared for growth, try to plan for the future growth. Homedale is a growing community.

What are your views on the following issues?

Airport development — Airport development is going very well. There's four hangars going in in the near future. The city has also dedicated 3½ acres for airport expansion only. Homedale has also obtained a second access coming off U.S. 95.

Local Improvement District/downtown revitalization — I think you always need to be improving. The LID is in the hands of the property owners involved. If they vote to pass it, we will proceed with the LID. If they don't, we will do the best we can with the grant money.

Don Young



Biographical information

— None provided

Occupation — Owner, Don's Automotive

Political or civic involvement — None provided

Qualifications for Homedale City Council — None provided

Why are you running for office?

To give another change of view for the community

What are the skills and experience you could bring to the position?

Business owner, construction, mechanic

What are your plans for the position should you win?

Help make the city grow for population.

What are the positive aspects of the city?

The people working together towards growth.

What would you like to improve about the city, and how would you go about accomplishing that?

All around appearance. Finding ways to clean up all the graffiti.

What are the most crucial issues facing the city and how would you address them?

Not enough public influence. Send out more public surveys.

How many city council meetings have you attended in the past year?

How many have you attended in your time in the city?

Are there any other specific issues that the city council needs to address?

City productivity

How do you gauge how the city government has been run, and what changes need to be made?

City streets maintenance need more attention, not detouring small

business.

In what direction does the city need to proceed and how will you get it there?

More small businesses creating more employment.

What are your views on the following issues?

Airport development — Good. Leads to more development, adds to revenue spent in the city.

Local Improvement District/downtown revitalization — I'm in favor for both because growth is my plan and having clean sidewalks and roadways, better lighting, will not detour future businesses.

Sell it, trade it, find it in the classifieds: 337-4681

Marsing city council

James Ferdinand



Age — 40
Occupation — Owyhee County GIS manager-911 coordinator
Family — Debi, wife; Shelbi,

daughter, is a sophomore at Marsing High School
Years living in Marsing — Three
Political or civic involvement — EMT for Marsing Ambulance, fireman for Marsing Fire (both volunteer positions), Owyhee County Sheriff's Posse, Marsing Disaster Auction committee; past chair of Nampa Airport Commission
Qualifications for Marsing City Council — Past business owner with experience working with local government and committees
Why are you running for office?
To be involved in decisions concerning the future of our community
What are the skills and experience you could bring to the position?

Previous committee leadership and community involvement
What are your plans for the position should you win?
Work with mayor and other city council members and the community to help plan for the future of Marsing
What are the positive aspects of the city?
Wonderful community, small-town feel and great community support
What would you like to improve about the city, and how would you go about accomplishing that?
Review infrastructure and needs of the city and find cost effective ways by researching available funding opportunities.
What are the most crucial issues facing the city and how

would you address them?
New business: Provide a business friendly climate, helping bring new business to Marsing by using economic development organizations
How many city council meetings have you attended in the past year?
How many have you attended in your time in the city?
Two in Marsing
Are there any other specific issues that the city council needs to address?
I am currently reviewing past city council meeting minutes and getting up to speed on specific issues that need to be addressed.
How do you gauge how the city government has been run, and what changes need to be made?

As a city, we need to be more forward looking with additional input from the community
In what direction does the city need to proceed and how will you get it there?
Looking towards the future and the growing needs of the community of Marsing and working together with the mayor, city council and the community
What are your views on the following issues?
Infrastructure improvement plan — Paid for with reasonable rates, adequate services set about improving water system and sewer. It definitely needed to be improved
Areas of impact — We have to be able to supply services to new areas of impact in the future as well as support growth. The City of Marsing needs to have input on how these areas are developed.

Dale Mendenhall



Age — 81
Occupation — Retired
Family — Donna, wife; sons Mark and Brad; four grandchildren
Years living in Marsing — Purchased property in Marsing in 1989; built new home beginning in 2006, completed and occupied, March 15, 2007. Lived in Homedale in 1954.
Political or civic involvement — No previous involvement
Qualifications for Marsing City Council — Born and raised in Rupert. Qualified and accepted at Navy ROTC scholarship to attend the University of Idaho. Upon graduation, I was commissioned an ensign. Spent the next

22 years in the active Navy and Naval Reserve. Achieved rank of commander.
I served as president, King County Heart Association, one year; Men's Club president for 700 family-member church, two years; board members and past president of Surferest Homeowners Association (324 owners), located in Ocean City, Wash. (again, this required a great deal of financial management — expense projections, reserving for future known expenses, etc.).
I transferred my American Legion membership to Marsing at the time we moved here.
Why are you running for office?
I am running for city council because I enjoy being involved in this community. I want to be a part of its growth and success, and I have seen things that I feel need to be improved.
What are the skills and experience you could bring to the position?
In civilian life, I was employed by SAFECO Corp., Seattle, Wash. My career encompassed multiple positions with the company. My last position was national marketing director for group employee benefits. SAFECO was extremely goal-oriented, and throughout my various management positions I was responsible for preparing short (one year) and long-term (five years plus) objectives, in-

cluding expense projections and budgeting for my department.
What are your plans for the position should you win?
This is an old adage, but any city (or business) that doesn't grow will eventually die. I would do my best to promote business growth. I would introduce the need for extensive planning, both long and short term. I would seek ways to communicate to the city residents other than just through the Avalanche.
What are the positive aspects of the city?
A year ago there was an attempt to clean up the city but there was no follow through. Sorely needed crosswalks throughout the downtown area were installed.
The current work being accomplished to improve the water for all city water users is vital and appears to be well received, despite the mismanagement of properly financing the project. The pubic schools under the direction of Harold Shockley seem to be functioning very well.
What would you like to improve about the city, and how would you go about accomplishing that?
The general appearance of Marsing is sad. The city appears to me to lack pride. I would very much like to force the building owners of the broken-down, dilapidated buildings to either repair

and paint or have them demolished. I feel certain that it would attract more people to move here and support the community even though they would probably be employed in Caldwell, Nampa or even as far away as Boise.
What are the most crucial issues facing the city and how would you address them?
Marsing's most crucial issue today is dealing with the recession and a weakened economy. It was a horrible time to have to impose a 50 percent increase in the water and sewer rates. The city budget must be challenged, lowered and adjusted to provide only fundamental city services. A great deal of discipline will be necessary.
How many city council meetings have you attended in the past year?
How many have you attended in your time in the city?
None
Are there any other specific issues that the city council needs to address?
No answer given
How do you gauge how the city government has been run, and what changes need to be made?
No answer given
In what direction does the city need to proceed and how will

you get it there?
No answer given
What are your views on the following issues?
Infrastructure improvement plan areas of impact — It appears to me that the city government has not been aggressive nor have they displayed any positive plans for the future. There was even some concern when I wanted to build a new home within the city limits that the sewer permit could be approved. Hopefully the new replacement water mains include provisions for city growth and/or expansion.
It is critical that Marsing look at least 20 years ahead to prepare for the anticipated growth throughout the Treasure Valley since the trend over the past several years has been to expand westward. This will surely happen as the economy improves.
We need to encourage new businesses within the city to provide the needs for this expansion. If necessary we may even have to offer them limited tax break incentives. Establishing, managing, and adjusting objectives to accomplish these goals are crucial for the city's future.
More homes will eventually be built both north and south of Marsing along the Snake River. Will these new folks stop in Marsing to shop or will they continue on to Nampa.
There is much to be accomplished.

More Marsing city council, page 16B



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www.theowyheeavalanche.com

Commentary

Baxter Black, DVM



On the edge of common sense Tooth ferry

I lost a tooth today. The molar on the northwest side next to my only wisdom tooth that ever came in. Which explains why sometimes I go over the edge of common sense. I mean, how many wise men would pass a policeman on a double yellow line, pass up an opportunity to invest in USTRC at its beginning, and put Brown Swiss bulls big as box cars in with a pen of replacement heifers?

I was born with no teeth ... Really. And four of the permanents never came in. It's genetic because my father and uncles were missing lateral incisors. We were born to take a bit. I asked my dentist if I was evolving up or down the food chain? He said people's jaws were getting smaller and we don't need as many teeth as Adam and Eve, therefore I was in the fast lane!

Which reminds me, I also got a ticket for going too slow in the fast lane in California.

I mentioned my kinfolks. I confess, by the time I was old enough to pay any attention to my dental history, they'd already lost all their teeth and wore dentures. They were raised pre-'fluoride-in-the-water' and 'in-the-toothpaste'.

I've often wondered if we had lived in Lubbock more than two years, maybe I'd have stronger teeth? There was so much fluoride in that Texas panhandle water kids rarely had cavities. Although, the fluoride turned their teeth brown. A small price to pay.

A kind word about dentists, they are a misunderstood profession. I have friends who compare dental work to water boarding, but not I! Look at what they have accomplished improving the condition of teeth in the U.S.A., and all without appointing a Dental Czar!

I go to the dentist to relax. Maybe it's the chair, or the music, or the smell of burning hair ... whatever, just wake me when it's over. That's how I felt after I received two tickets for speeding between El Paso and Alamogordo. Two days in a row. One going, and one coming back.

An older couple sat at the cafe counter in Hooper, Neb. He had a hamburger cut in half on his plate. His sweet wife sat next to him, patiently with nothing in front of her. A stranger walked in, observed and in a moment of generous compassion offered to buy the missus her own burger.

"No, thank you," the old man said smiling, "We share everything."

The stranger went and washed his hands. Upon returning his heart swelled and he offered again.

"Thank you, but no," answered the old man. "As I said we share everything."

The frustrated stranger turned to the sweet lady. "Wouldn't you like your OWN hamburger?"

"Thanks anyway, sonny. I'm waiting for the teeth!"

— *Can't get enough Baxter? Visit his Web site at www.baxterblack.com for more features, merchandise and his latest book, "The World According to ... Baxter Black Quips, Quirks & Quotes".*

Wayne Cornell

Not important ... *but possibly of interest* The best-laid plans ...



One area of our 30-year-old house that has cried out for a do-over is the kitchen. But we have shied away from that project for a couple of reasons. One was that we could never decide exactly what needed to be done. The other reason was cost. Any time we watched a kitchen remodel project on the Home Improvement Channel, serious money was being spent.

Recently, however, sprucing up the kitchen looked more doable. We managed to sock away some money for the project. Just as important, Scott, our son-in-law with construction expertise, had some time to work on it. Then we came up with a plan.

We decided we didn't need anything fancy. Remove part of the cabinets, build a pantry, and paint the remaining cabinets. Throw some inexpensive new covering on the countertops and floor, maybe update the appliances, and we could have a more modern kitchen without breaking the bank.

The pantry came together quickly. The plan had called for a storage area about two feet deep by five feet. But it ended up being two and one-half feet deep by eight feet. Then Scott had to lop two feet off the end of the kitchen counter so opening the pantry door wouldn't block access to the kitchen. That drove the cost a little higher, but because we were being frugal it didn't seem to be a major problem.

We did run into complications with the cabinets. Painting previously varnished wood always poses problems. Scott said he would look into re-facing the existing cabinets and installing more modern doors. He said we could get a good deal with so many of the folks in the construction industry hungry for work. So even though it cost quite a bit more than simply repainting, we decided to refurbish the cabinets.

At some point it was decided that the old-fashioned fluorescent tube light fixtures weren't gonna cut it. It didn't take too long for Scott to rip them out, fill the old hole and install recessed "can" lighting. Of course, that means

texturing and painting the ceiling, but we figured it would be well worth the additional expense.

The refinished and remodeled cabinets, plus the new lighting, made the idea of putting plain laminate on the countertops sound sort of lame. And because the granite counter people were slashing prices, too, it would have been silly not to see what they had to offer. Of course, even at fire sale prices the granite still cost three times as much as laminate but ...

The counter people told us they needed the dimensions of the new range to cut the granite the proper size. So we had to find a new stove. Because of venting requirements, we were limited to one specific brand. That manufacturer is planning the focus on really expensive commercial units and is clearing its current line of consumer models. The only model still available is, of course, the higher-priced one.

The granite people will be here tomorrow to take their final measurements. Scott has placed the order for the new cabinet doors. When the countertop is installed and the cabinet remodeling is complete, we'll still need to tile the backsplash and install new floor covering (something we intend to do ourselves). Then the only details left should be a new dishwasher, new kitchen faucet and new stools for the new raised granite countertop. There also will be some additional cost for running a gas line to the new range.

Hopefully, we will be able to host Thanksgiving and Christmas dinners in our brand new, up-to-date, state-of-the-art kitchen. And when all is said and done, I think project will cost quite a bit more than the price of a house we purchased in 1971, but a little less than the house we bought in 1975.

I'm sure glad we used the frugal, sensible approach.

— *Go to www.theowyheeavalanche.com to link to some of Wayne's previous columns on his Internet blog. You'll find the link in the bottom right-hand corner of the home page.*

Sen. Mike Crapo

From Washington



Protecting our water sovereignty

Since the Clean Water Act was passed in 1972, there has been ongoing debate over the federal government's jurisdiction and regulatory authority to enforce America's clean water laws. Some argue that the Clean Water Act gives the federal government virtually limitless authority over our waters, while others, including myself, have held that there are limits to how far the federal government may go, and that the statute intended to balance rights of states and private property owners with enforcement powers of the federal government. It is incumbent on those of us who make the laws to ensure that that they are being interpreted and enforced properly, and I would like to take this opportunity to address that responsibility in the context of the Clean Water Act.

Under the Clean Water Act, the Environmental Protection Agency (EPA) has taken an increasingly expansive view of the law and its powers under the Act. In *SWANCC v. U.S. Army Corps of Engineers*, in 2006, in *Rapanos v. United States* (2001), the U.S. Supreme Court ruled that the government had in fact exceeded the intent and purpose of the legislation when it was first passed. These decisions restored the rightful balance under the Act between the

federal government and the states and private landowners. Unfortunately, it did not end there.

In June 2009, the Senate Committee on Environment and Public Works, on which I serve, passed S. 787, the Clean Water Restoration Act, on a party line vote of 12-7. This bill would dramatically expand federal jurisdiction under the current Clean Water Act by allowing for government regulation of virtually all interstate and intrastate waters and their tributaries. I spoke out against the bill due to the significant expansion of the power of the federal government over Idaho (and other states') waters. Though it passed in Committee, I placed a "hold" on the bill, which indicates my willingness to filibuster this legislation if it were to ever be brought up for consideration on the floor of the Senate.

On Oct. 15, the EPA released "The Clean Water Act Enforcement Action Plan," which claims that states are falling behind in meeting the requirements of the Clean Water Act. It proposes increased federal oversight and enforcement of the law at the state level, and many states

— See *Water*, page 17

Commentary

Financial management

Building wealth eventually makes life insurance unnecessary

Dear Dave,
My husband and I are both 37 years old, and we have two children, ages six and four. We follow your plan, and we'll be debt-free, except for our house, by next May. How should we determine whether to get 20-year or 30-year level term life insurance plans?
— Valerie

Dear Valerie,
Based on your current situation, I think a 20-year policy would work out fine. However, if you're planning on having more kids, you might want to look into a 30-year plan. Let's take a closer look at your situation.
Twenty years from now, your kids will be 26 years old and 24 years old. Hypothetically, they both should have finished college by that time and be grown and liv-



ing on their own. If you continue to follow my plan, you should also have paid off your home and be completely debt-free, *and* you will have been saving 15 percent of your income per year over those 20 years. That alone, on average, will give you more than a half-million dollars for retirement.
Do you see where I'm going? Eventually, you become self-insured by getting out of debt, staying out of debt, and piling up cash. It's that simple! So, if you've got \$500,000 or more in your retirement fund, no debt, and

your children are grown and out of the house, even if you or your husband were to die at that point, the other would still be in great shape financially!
— Dave

Dear Dave,
In the beginning, how did you go about establishing yourself as a financial counselor that people could trust? Did you initially offer free counseling to help build a reputation?
—Anonymous

Dear Anonymous,
I never worried about whether or not people could trust me. I think knowledge helped offset reputation (or lack of one, back then), and I knew in my heart that I was an honest guy who had the ability to help people with their money.
I began doing financial counsel-

ing free of charge as a ministry at my church, but I have a degree in finance, and I had bought and sold more than 1,000 foreclosures at that point. That taught me a lot about the business and the bankruptcy side of things. And experiencing them for myself when I went broke gave me a unique perspective into what happens in those situations.
But it's probably safe to say that people trust me more now than when I first started. There definitely wasn't a line of people backed up around the block to see me in those days!
— Dave

Dear Dave,
Do you recommend paying off credit card balances before or after you close the accounts?
— Anonymous

Dear Anonymous,
Either is fine. The point is to get rid of them, and stop using the stupid things! I like the idea and the finality of closing the accounts now, but doing that will sometimes spur credit card companies to do dumb, unfair things — like jack up the interest rates.
You're on the right track, though. Personal finance is 80 percent behavior, and getting credit cards and credit card debt out of your life is a great first step in learning to behave with your money. You don't build wealth or save money by using credit cards, and you're naïve if you think you're going to play around with a multi-billion-dollar industry and beat them at their own game. The only way to win against credit card companies is by refusing to play!
— Dave

Letters to the editor

Ferdinand's leadership qualities right for Marsing council

I am writing in support of James Ferdinand for Marsing City Council.
Although James is fairly new to our community, his commitment to Marsing is easy to see in the time and talent he gives to the Fire Department, Ambulance Service, Owyhee County Posse, and Disaster Auction Planning Committee. I have had the opportunity to work with James in several different capacities and believe he has many traits that would make him an excellent choice to lead Marsing.
James is an intelligent, quick, efficient learner who works well with, and is highly respected by, people from all walks of life. He is level-headed and consistently displays leadership qualities such as the ability to think through situations, seek wise counsel, make prudent decisions and stand up for what is right.
James is an honest, hard-working, dedicated person and will make a great city councilman to lead Marsing through the situations we face now and those still unknown in our future.
Betty Ackerman
Marsing

Good teacher educates about school and life

A good teacher has to believe in me, inspire me to do great things. A good teacher will show me things and teach me things, not only about education, but about life. I need to feel respected like an adult, not like a silly teenager. You need to be someone I look up to, not someone I hope to never become.
Mr. Craig Bagley, thanks so much for all the things you have taught me so far this year. You're a great teacher. Anyone who thinks differently doesn't know you and needs to sit through one of your classes before making opinions from what others say. Hang in there. You're loved by many.
CiJae Christensen
Homedale High School student

✓ Water: EPA's water policy bears close watch

From Page 16
are now concerned that EPA is laying the groundwork to revoke the authority of some states to enforce the Clean Water Act. Enforcement is obviously important, but the goal is not to simply punish communities. If states are not meeting the bar that the federal government has set out for them, the appropriate way to address that is by providing technical and financial assistance to states to help bring them into compliance. Stripping states of their authorities under the Act tramples on state and private property rights and will simply add more responsibilities to an overextended federal government.
The Clean Water Restoration Act is precisely the wrong way to go. By threatening to expand the reach of the federal

government beyond its proper role, we threaten state sovereignty and private property rights, not to mention failing to understand and comply with the original intent of the Clean Water Act. I know that Idahoans are best equipped to make decisions about Idaho waters. We are close to the issues and understand the hydrology of our streams, lakes and rivers better than any bureaucrat in Washington, D.C. As such, I stand opposed to the Clean Water Restoration Act and will closely monitor EPA's new enforcement plan, and I will continue to fight for Idaho's water sovereignty.
— Republican Mike Crapo is Idaho's senior U.S. senator. For more information on Idaho water issues, visit the senator's Web site at <http://crapo.senate.gov>.

Immigration and assimilation is nothing new

"In the first place, we should insist that if the immigrant who comes here in good faith becomes an American and assimilates himself to us, he shall be treated on an exact equality with everyone else, for it is an outrage to discriminate against any such man because of creed, or birthplace, or origin. But this is predicated upon the person's becoming in every facet an American, and nothing but an American...There can be no divided allegiance here. Any man who says he is an American, but something else also, isn't an American at all. We have room for but one flag, the American flag... We have room for but one language here, and that is the English language... and we have room for but one sole loyalty and that is a loyalty to the American people."

Who wrote this?

President Theodore Roosevelt in a 1919 letter

Letters to the editor policy

The Owyhee Avalanche welcomes letters to the editor.

Our policy is that locally written letters receive priority. We do not publish mass-produced letters. The length must be limited to 300 words; the letters must be signed and include the writer's address and a daytime phone number where the writer can be reached for verification.

Letters can be e-mailed to jon@owyheeavalanche.com or faxed to (208) 337-4867 or mailed to P.O. Box 97, Homedale ID, 83628.

The deadline for submitting letters to the editor is noon on Friday. For more information, call 337-4681.

The Owyhee Avalanche

Looking back...

from the files of The Owyhee Avalanche and Owyhee Chronicle

25 years ago

October 31, 1984

What’s a “floterial”?

When Owyhee County voters go to the polls next Tuesday, they will be found with somewhat of a different ballot from ever before in Idaho’s history.

The Idaho legislative districts have been reapportioned and thereby increased from 35 legislative districts to 42.

When voters go to the polls, they will be voting for two senators and four representatives.

Legislative district 12 encompasses Owyhee and Elmore counties. One senator and two representatives will be chosen from this district. Senate candidates are Walter Yarbrough (Republican), and Claire Wetherell (Democrat). Representative candidates are Frances Field and Glenna Hoagland (Republicans) and Dan Kelly and Karl Lock, Jr., (Democrats).

A new concept in representation concocted by the lawmakers (or at least approved by them) is the “Floterial district.” It’s suppose to balance out the representation based on the elector-electee ratio.

District 13 is such a district. It encompasses Owyhee, Canyon, Elmore, Boise, Gem, Valley, Adams, Washington and Payette counties. It surrounds Ada County.

Owyhee Dam

Crews from the Morrison-Knudsen Co. have been making progress close to projected schedules on the construction of the hydro-electric power plant at Owyhee Dam.

Clyde Hutton, Project Manager of the South Board of Control said the crews have been hampered with water seepage into work areas and have had some delays with machinery malfunctions. But he added that the irrigation shut-off has somewhat alleviated the seepage problem and a sump pump has been installed to control egress where workers are currently digging the base of the powerhouse and the trailrace for the outflow.

Jim Robertson, construction manager from Hosey & Associates Engineering of Bellevue, Washington, said the construction is “running about two days behind the projected work schedule, which is no major cause for concern.” He indicated that the M-K contract requires completion by March 4, 1985.

The turbine for the power plant coming from San Francisco and the generator, which is being built in Japan, are scheduled to arrive at the site in April. The hook-up date to the Idaho Power lines from the new hydro-electric source is expected to be in September of 1985.

Volleyball team loses in state competition

Homedale’s volleyball squad lost out on the state title in the championship finals at Idaho Falls last Saturday.

Homedale met Shoshone in the first game, losing 15-4, 15-12 with a 15-5 win in the second match. “We just didn’t play consistent,” Coach Larry Goto said.

Homedale and Timberline met in the second round with Homedale losing 16-14 and 15-11 with a 15-11 win in the second match.

Homedale flattens Fruitland for dist. title

As the saying goes, “sometimes you get the bear and sometimes the bear gets you.” It was definitely a case of the former Friday night at Fruitland as Coach Jim McMillan played the role of hunting guide and the Trojans flattened the Grizzlies 37-0 for their fifth conference win of the season, and with it, a ticket to the State playoffs for the fourth consecutive year.

Junior high news

The Homedale Junior High football team had a perfect season with 5 wins and 0 losses. The first string quarterback says, “We had a great year.” Headed by coaches Nolan Taggart and Dennis Ankeny, the Homedale Junior High School is proud. This year is the fourth year in a row that the eighth-grade team has had no losses. We are the WIC Champions!

50 years ago

October 29, 1959

Trojans maintain perfect football record Friday

It was all over but the shouting in the SRV-B league today as Homedale sat atop the heap with only seventh-place New Plymouth between the Trojans and a perfect season mark.

In Friday’s crucial game between Homedale and Middleton the host Trojans blanked the heretofore unbeaten Vikings by a 40-0 count. In other games Notus posted its second win of the season with a 13-7 homecoming victory over Marsing. New Plymouth found the win path, dropping winless Wilder, 19-7. Adrian bowed to Donnelly-McCall, 7-0 in a non-league contest.

In the league’s feature attraction at Homedale the two teams battled on even terms through the first quarter, but a 19-point outburst before the intermission gave the Trojans a comfortable halftime edge. They came back to score twice more in the third period and again in the final stanza.

Backfield ace Johnny Uranga scored two of the Trojans TDs and passed for another pair. His target was Dennis Brandon, who caught a pair of 35-yarders for TDs. Bill Purdom scored on a 20-yard jaunt and a one-yard smash.

The victory ended the title hopes of Middleton and Fruitland. The Grizzlies had suffered a single setback to Homedale. Middleton and Fruitland tangle at Fruitland next Friday in a battle for second place.

At Notus it was quarterback Jim Baxter firing a touchdown pass to end Coy Jemmet and smashing the line from a foot away to score the Pirates two touchdowns. The win pulled the Bucs even with Marsing in the league standings. Jim Percifield hit end Ralph Haken with a 10-yarder for the Marsing touchdown.

Kids invited to wiener roast Saturday night

All kids in Homedale and surrounding communities, ages one to 90, are invited to attend the chamber of commerce wiener roast to be held at the city park on Halloween night, Saturday, October 31.

Wieners will be boiled and ready to eat when the crowds arrive. A bonfire will be made for those who prefer to roast theirs. Members of the chamber of commerce will be on hand to prepare and serve the eats.

A.E. “Spud” Murphy is heading the committee in charge of preparations with Paul Zatica, Herman Koenig and Leonard Wilson as aides.

Decorations befitting the Halloween atmosphere are being planned and a good time promised.

The chamber of commerce members are sponsoring the wiener roast in hopes that it will keep children from defacing or destroying property during trick or treating.

Jesenko douses fire at “Y” hall

A bird’s nest in an outside light caused quite a commotion Friday afternoon when the wires in the light evidently shorted and caught the nest on fire at the “Y” hall south of Homedale.

Tony Jesenko, owner of the “Y”, happened to be driving by and noticed the flames. He drove his pickup alongside the building and poured a gallon of water, that was in his truck, onto the fire. In the meantime, the Mmes. Donna Fisher, Beverly Fisher and Janet Jessen, who were cleaning the hall in preparation for the Jaycee dance the next night, had called the fire department.

By the time the volunteers got there the fire was out and little damage had been done.

Melba cowboy tops in steer wrestling

The latest standings among professional cowboys touring the rodeo circuit show Harry Charters of Melba still atop of the steer wrestling event, and a Caldwell cowboy, Jim Roeser, moving into 13th place among the saddle bronc cowboys.

Charters has won over \$15,000 in steer wrestling and is in fifth place in the all-around standings with a total of \$21,262 won for the year, according to the latest standings published by the Rodeo Cowboys association

140 years ago

October 23, 1869

A LIVELY PRESIDENT. John Quincy Adams was in the habit of breasting the billows when he was President. Instead of going to a fashionable resort, he might be noticed very early in the morning in the Potomac amid a “school” of boys and youth, who took their morning bath earlier than was their wont, that they might swim with the President of the United States. It was with them as with John Quincy’s ancestors: “Sink or swim, survive or perish,” they were bound to be afloat at the particular time. Adams generally selected a place near the Long Bridge (not Long Branch). The boys annoyed the long-boatmen very much, seizing the steering oar, etc., as the latter would be rolling or polling their wood and coal boats up the river, and they frequently had to dodge billets of wood, which the vexed river men would hurl at them. Adams’ bald pate meantime, would be bobbing up and down in close proximity to these scenes, and on one occasion a boatman shied a missile at him with an accompanying admonition to the old bald head “to get away from there!” Mr. Adams had a sort of weakness for the water.

THE BALL. The Good Templar ball came off Wednesday night as per announcement, and was sociably, and doubtless financially a decided success. The night was beautiful, and the ladies were beautiful, and the music splendid. The dancing, conducted under the skillful supervision of Judge Lynam, was kept up till the “wee sma’ hours ayant the twal.” Excellent suppers were spread at the War Eagle Hotel and Cosmopolitan Restaurant. As a total, those who participated in the Templar ball, can allow their thoughts to revert to the occasion with much pleasure.

RICH ORE. A large body of extraordinary rich ore has been struck in the Golden Chariot.

SEVERAL ten-mule “prairie schooners” discharged their freight, principally flour, in town this week, at Huelat’s and Granite Block. The teams and “schooners” belong to Taylor & Bounds and they have proceeded to the railroad, where they will load for this place again.

POST-OFFICE REGULATIONS. On the arrival of each mail the box letters will be first distributed.

Next in order will be to call the letters arriving by said mail.

Immediately thereafter a list will be made out of all letters arriving by each mail.

During the time of making out the letter list the place of delivering letters will be closed.

Humboldt mail arrives at 12, midnight. No mail matter will be delivered to any one until next morning.

Humboldt mail departs at 4 a.m. Boise mail departs at 5 a.m.

Office hours from 7:30 a.m. to 7 p.m.

Letters not deposited in the office by that time will be detained until next mail.

Persons will notice if their letters bear stamps of advertised, so that will not call for them the second time.

Jos. Bury, P.M. Silver City, I.T., Oct. 20, 1869.

MR. BLACKINGER, of the War Eagle Hotel, and Philip Kohlheyer, left for California this week, via Cope District. The former intends settling in that country with his family if he can find a location that will suit him.

THE WEATHER in the daytime is warm and pleasant, but the nights are getting snappingly cold. This has been so far an unusually dry season — rain would be a blessing.

CONTRACT. Henry Martin, Esq., has let to Mr. Clark, Superintendent of the Red Jacket, a contract to get out of the Twilight mine, Flint, five hundred tons of ore.

Public notices

SYNOPSIS OF COMMISSIONERS MINUTES
OCTOBER 13, 2009
The Board took action to not enact a Nuisance Ordinance.
Approved wireless access to the Courthouse.
Approved Resolution 09-50 Destruction of records.
Quarterly Jail inspection conducted.
Approved Indigent and Charity case #09-35.
Tabled the gravel crushing bid until a later date.
Approved the Weed Spraying Agreement with Branch Enterprises.
Approved the MOU with Victim Advocate Services.
Coordination with Jarbidge District BLM telephonically.
Executive Session I.C. 67-2345 (1),(a),(b),(c),(d),(e),(f), Personnel, Attorney Memo's and Possible Litigation.
The complete minutes can be viewed online at owyheecounty.net or in the Clerk's office.
10/28/09

NOTICE OF MUNICIPAL ELECTION
CITY OF HOMEDALE
NOTICE IS HEREBY GIVEN: That the general election to be held in and for the City of Homedale, Idaho will be held on Tuesday, November 3, 2009. The election will be held to elect the following offices for the specified terms:
Two Council Members with four year terms each.
On Election Day, the polls will be open from 8:00 a.m. to 8:00 p.m. at the following designated precinct polling place: Homedale City Hall, 31 W. Wyoming Ave., Homedale, Idaho
Alice E. Pegram, City Clerk/
Treasurer
10/28/09

OWYHEE COUNTY 2010 JORDAN VALLEY AGGREGATE CRUSHING PROJECT ADVERTISEMENT FOR BIDS
Separate sealed BIDS for the Owyhee County—2010 Jordan Valley Aggregate Crushing Project will be received by Owyhee County, at the Office of Paragon Consulting, Inc. located at 157 W. 4th St., Kuna, Idaho 83634 until 4:00 p.m. local time on December 10, 2009, and then, publicly opened and read aloud.
The project involves crushing and delivering approximately 9,000 tons of 1/2-in Crushed Aggregate in Stockpile, Type II-a, and 27,000 tons of 1/2-in Crushed Aggregate in Stockpile, Type II. It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts or work not specifically mentioned which are necessary in order to provide a complete product shall be included in the bid and shall conform to all Local, State and Federal requirements.
The Project Documents and Drawings may be examined at the following locations:
1) Owyhee County Courthouse – 20381 State Hwy 78, Murphy, Idaho 83650
2) PARAGON CONSULTING, INC. – 157 W. 4th Street, Kuna, ID 83634 (Issuing Office)
3) Associated General Contractors – 110 North 27th St., Boise, ID. 83702
4) The Project Documents and Drawings may be obtained from PARAGON CONSULTING, INC. at 157 W. 4th Street, Kuna,

SAMPLE BALLOT

City of Homedale, State of Idaho

November 03, 2009

Instructions: Vote for such candidates as you desire by placing an X in the small square to the right of the name or by writing in the name of the persons you desire to vote for and placing an X in the square to the right of that name. If you tear, deface or wrongly mark this ballot, return it and get another. Mark only with pencil or pen. You cannot vote for more than the number of positions given for that office.

FOR COUNCIL MEMBER

(Four Year Term)

VOTE FOR TWO

Ruby F. Austin

Tim W. Downing

Dave Downum

Donald Young

The order of candidate names on the sample ballot may not necessarily be the same as the order of candidate names on the official ballot. You are urged to double-check the names before voting.

SAMPLE BALLOT

City of Grand View, State of Idaho

November 03, 2009

Instructions: To vote for a candidate, make a cross (X) in the square to the right of the name of the candidate for which you wish to cast your vote. If you tear, deface, or wrongly mark this ballot, return it to an Election Official for a replacement. Mark only with pencil or pen. You may write-in, in the space provided, the name of any qualified elector of the City of Grand View, Idaho, for any office to be voted.

FOR COUNCIL MEMBER

Four Year Term

(Vote for One)

FRANKLIN HART

(Write-In)

FOR COUNCIL MEMBER

Two Year Term

(May Vote for up to Two)

MARIE HIPWELL

(Write-In)

(Write-In)

ID 83634, ph. (208) 922-9138. Copies of these documents may be purchased for a fee of \$50.00 for each set. A \$10.00 shipping charge will be assessed on all mailed documents. An electronic copy of the documents may be obtained via email, free of charge, by contacting the issuing office.
In determining the lowest responsive bid, the OWNER will consider all acceptable bids on a basis consistent with the bid package. The OWNER will also consider whether the bidder is a responsible bidder.
Before a contract will be awarded for work contemplated herein, the OWNER will conduct such investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the bidder shall submit such information as deemed necessary by the OWNER to evaluate the bidder's qualifications.
All bids must be signed and accompanied by evidence of authority to sign.
Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashier's check, or cash in the amount of 5% of the amount of the bid proposal. Said bid security shall be forfeited to Owyhee County as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.
Owyhee County reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the County.
October 20, 2009
Jerry Hoagland, Chairman
10/28;11/4/09

NOTICE OF MUNICIPAL ELECTION
CITY OF GRAND VIEW, IDAHO
FIRST NOTICE IS HEREBY GIVEN: That the General Election to be held in and for the City of Grand View, Idaho will be held on Tuesday, the 3rd day of November, 2009, on which day polls will be open from 8:00 am to 8:00 pm at the following designated Polling Place: Grand View City Hall, 425 Boise Ave., Grand View, ID 83624. The election is held for the purpose of electing, one (1) City Council Members for a four (4) year term, and two (2) City Council Members for a two (2) year term. 208-834-2700
Grand View City Clerk, Helana (Lani) Race
10/28/09

NOTICE OF MUNICIPAL ELECTION
CITY OF GRAND VIEW, IDAHO
SECOND NOTICE IS

HEREBY GIVEN: That the General Election to be held in and for the City of Grand View, Idaho will be held on Tuesday, the 3rd day of November, 2009, on which day polls will be open from 8:00 am to 8:00 pm at the following designated Polling Place: Grand View City Hall, 425 Boise Ave., Grand View, ID 83624. The election is held for the purpose of electing, one (1) City Council Members for a four (4) year term, and two (2) City Council Members for a two (2) year term. 208-834-2700
Grand View City Clerk, Helana (Lani) Race
10/28/09

NOTICE OF CANCELLATION
MARSING RURAL FIRE DISTRICT ELECTION
NOTICE IS HEREBY GIVEN: That an election set for November 3, 2009, for two Fire Commissioners, one from Sub-District No. 1 and for Commissioner at Large (Canyon County) has been cancelled.
There being only one candidate from Sub-District No. 1 and only one for Commissioner at Large, the election has been cancelled.
Robert Malmberg from Sub-District No. 1 and Jerry Floyd, Commissioner at Large shall be declared Fire Commissioners for a term of four years.
Judith Malmberg, Secretary

Marsing Rural Fire District
October 20, 2009
10/28/09

NOTICE OF NON-ELECTION
Pursuant to Section 34-1407, Idaho Code, it is hereby deemed that only one candidate having filed his petition of Candidacy for the respective position of Commissioner, Sub-District No. 3 (Pleasant Valley) of the Owyhee Pioneer Cemetery District and, That time having expired for the filing of any write-in candidate, as prescribed by law; Therefore, it is hereby declared that NO election will be held on the 3rd day of November, 2009, as further prescribed by law.
Dated this 15th day of October, 2009
Joan Bachman, Secretary
Owyhee Pioneer Cemetery District
10/28/09

Have a news tip?

Call us!

337-4681

Public notices

**PUBLIC NOTICE
CITY OF GRAND VIEW,
IDAHO
COUNCIL MEETING &
GRAND VIEW WATER AND
SEWER ASSOCIATION,
INC.**

MEETING DATE CHANGED
Due to Veterans Day (11-11-09) being on the 2nd Wednesday of November the Grand View City Council and the Grand View Water & Sewer Association, Inc. has unanimously voted to have the City Council and Water & Sewer Board meeting changed to:

November 4, 2009 at 7:00 pm.
At this same meeting the 2009 City Election Returns will be Canvassed by the City Council. Also, the Water and Sewer Board will count the Election Ballot for the Water and Sewer Association.

Grand View City Hall, 425 Boise Ave., Grand View, ID 83624. 208-834-2700. City Hall business days and hours are: Monday, Tuesday & Wednesday, 8:00 am to 5:00 pm. Closed 12:30 to 1:30 for lunch. Closed all major holidays.

Grand View City Clerk/
Treasurer and Water & Sewer Board Secretary/Treasurer, Helana (Lani) Race
10/28/09

The following application(s) have been filed to appropriate the public waters of the State of Idaho: 57-11790

IDAHO POWER CO, PO BOX 70, BOISE, ID 83707
Point of Diversion NESW S11 T01S R03W OUYHEE County Source GROUND WATER
Use: DOMESTIC 01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS

Date Filed: 9/15/2009
Place Of Use: DOMESTIC
T01S R03W S11 NESW
Place of use is for Idaho Power Hemingway Substation.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Idaho Code § 42-211. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Wy, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 11/9/2009. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Interim Director
10/21,28/09

**NOTICE TO CREDITORS
CASE NO. CV 09-01264
IN THE DISTRICT COURT
OF THE THIRD JUDICIAL
DISTRICT OF
THE STATE OF IDAHO, IN
AND FOR THE COUNTY OF
OWYHEE**

IN THE MATTER OF THE ESTATE OF MARY E. ARVIN, also known as PEGGY ARVIN, Deceased.

NOTICE IS HEREBY GIVEN that the undersigned were appointed co-personal representatives of the above-named decedent. All persons having claims against the decedent or the estate are required to present their claims within four months after the date of the first publication of this Notice or said claims will be forever barred. Claims must be presented to the undersigned at the addresses indicated and filed with the Clerk of the Court.

DATED this 6th day of October, 2009.
/s/MARY MORGAN ALGER,

Co-Personal Representative
/s/CHARLES MINARD
COURTRIGHT, Co-Personal Representative
c/o Joseph H. Uberuaga, II, Attorney, EBERLE, BERLIN, KADING, TURNBOW & McKLVEEN, CHARTERED, 1111 West Jefferson, Suite 530, PO Box 1368, Boise, Idaho 83701 (208) 344-8535 Fax (208) 344-8542. Attorneys for Co-Personal Representatives Mary Morgan Alger and Charles Minard Courtright
10/14,21,28/09

**ATTENTION:
GRAND VIEW WATER and
SEWER CUSTOMERS:
IMPORTANT
INFORMATION ABOUT
YOUR DRINKING WATER:**

Effective January 1, 2006 the US Environmental Protection Agency reduced the drinking water standard for Arsenic from 50 parts per billion (ppb) to 10 ppb. The two Well's supplying water to the Grand View Water & Sewer Association, Inc. was tested on October 5, 2009 (for July, August, and September) and has an Arsenic concentration of 0.20 ppb of which is above the 10 ppb Maximum Contaminant Level (MCL) set forth by the EPA. This is considered to be at the violation of the federal drinking water standard. Although this is not an emergency, you have a right to know what is happening, what you should do and what your water association is doing to continue to keep in compliance. The Grand View Water & Sewer Association, Inc. is still required to provide quarterly public notice of this excess EPA standard Arsenic level. Until such time as Idaho Department of Environmental Quality (IDEQ) notifies the Association that this notice is no longer required you will continue to receive this notice quarterly.

What happened? Arsenic is a natural deposit occurring element thought to enter the water source from contact with natural rock formations.

What health effects? Arsenic can cause adverse health effects, including cardiovascular disease, diabetes mellitus, skin changes, nervous system damage, and various forms of cancer.

What is being done? On the second Wednesday of each month there are regular Water & Sewer Board and the City Council meetings at City Hall – 425 Boise Ave. at 7:00 pm. For November meeting it has been changed to 11-04-09. Questions are encouraged concerning your drinking water and other issues.

Pilot Testing has been concluded, and Andy Gehrke, P.E. gave a report at the October 14, 2009 Water and Sewer Association meeting. The original media chosen by the Board for pilot testing for removing the Arsenic from our water was not as successful as we were hoping. More pilot testing will be done with a different media. All pilot testing and engineering costs are being paid by the ICDBG (Grant) from Idaho Department of Commerce.

What should I do? It will be each citizen's choice to use alternative drinking water (e.g., bottled) or drink City of Grand View water the choice is the total responsibility of each citizen. However, if you have specific health concerns, consult your Doctor.

For more information, please

contact Grand View City Hall - Monday, Tuesday or Wednesday from 8:00am to 5:00pm, lunch 12:30 to 1:30 – (208) 834-2700 - Closed all major holidays.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly. The City of Grand View has notified owners of properties to supply copies to their residence. (For example, people in apartments, manufactured home parks, businesses and schools) You can do this by posting this notice in a public place or distributing copies by hand or mail.

Thank you, Helana Race
Grand View Water & Sewer Association, Inc. Secretary / Treasurer
October 19, 2009
10/28/09

**SUMMONS
CASE NO CV 09-01234
IN THE DISTRICT COURT
OF THE THIRD JUDICIAL
DISTRICT OF THE
STATE OF IDAHO, IN AND
FOR THE COUNTY OF
OWYHEE**

GLENN BOLICH and
HEATHER BURK, Plaintiffs,
Vs.
JOHN DOES I - X ,
Defendants.

**NOTICE: YOU HAVE BEEN
SUED BY THE ABOVE-
NAMED PLAINTIFF(S).
THE COURT MAY ENTER
JUDGMENT AGAINST YOU
WITHOUT FURTHER NOTICE
UNLESS YOU RESPOND
WITHIN 20 DAYS. READ THE
INFORMATION BELOW.**

TO: JOHN DOES I-X:
YOU ARE HEREBY NOTIFIED that in order to defend this lawsuit, an appropriate written response must be filed with the above designated court within 20 days after service of this Summons on you. If you fail to so respond the court may enter judgment against you as demanded by the Plaintiff(s) in the Complaint.

A copy of the Complaint is served with the Summons. If you wish to seek the advice or representation by an attorney in this matter, you should do so promptly so that your written response, if any, may be filed in time and other legal rights protected.

An appropriate written response requires compliance with Rule 10(a)(1) and other Idaho rules of Civil Procedure and shall also include:

1. The title and number of this case.
2. If your response is an Answer to the Complaint, it must contain admissions or denials for the separate allegations of the Compliant and other defenses you may claim.
3. Your signature, mailing address and telephone number, or the signature, mailing address and telephone number of your attorney.
4. Proof of mailing or delivery of a copy of your response to plaintiff's attorney, as designated below.

To determine whether you must pay a filing fee with your response, contact the Clerk of the above-named court.

Dated this 15th day of September, 2009.

Charlotte Sherburn, Clerk of the District Court
By Trina Aman, Deputy Clerk

SUMMARY STATEMENT 2008-2009 BUDGET MARSING JOINT SCHOOL DISTRICT NO. 363 ALL FUNDS		
REVENUES	Budget	Actual
BEGINNING BALANCE	1,931,156	1,931,556
LOCAL REVENUES	441,809	534,768
STATE REVENUES	4,990,740	5,016,041
FEDERAL REVENUES	926,585	988,735
OTHER REVENUES	0	0
TRANSFERS	570,582	604,471
TOTALS	8,860,872	9,075,571
EXPENDITURES		
SALARIES	3,542,835	3,504,979
BENEFITS	1,017,292	906,884
PURCH SERVICE	1,199,736	1,127,162
MATERIALS/SUPP.	553,063	585,388
CAPITAL OUTLAY	326,172	153,324
INSURANCE	52,993	52,664
DEBT SERVICE	998,647	484,939
TRANSFERS OUT	570,582	604,470
ENDING BALANCES	599,552	1,655,361
TOTALS	8,860,872	9,075,171

A copy of the School District Budget and the annual financial reports are available for public inspection in the District's Admin. Office.

Deborah Holzhey, Business Manager - 10.22.09
10/28/09

GEM IRRIGATION DISTRICT FISCAL YEAR 2010 BUDGET		
38,048.13 Irrigable Acres		
REVENUE		
Operation & Maintenance		\$1,853,928
Construction		3,660
Old Gem Expanded Water Right Acs		73,412
Interest Receivable		12,000
Penalties Receivable		<u>3,617</u>
Total		\$1,946,617
EXPENSES		
South Board of Control		\$1,940,857
Construction		3,660
Director's Fees		1,200
Liability Insurance		850
Office		<u>50</u>
Total		\$1,946,617
ASSESSMENT CHARGES		
O&M Assessment per/ac		\$50.65
Construction		<u>10</u>
Total Assessment per/ac		\$50.75
Connie Chadez, Secretary-Treasurer 10/28;11/4/09		

SUMMARY STATEMENT REVENUE and EXPENDITURES 2008 to 2009 ALL FUNDS PLEASANT VALLEY SCHOOL DISTRICT #364		
REVENUES	BUDGET	ACTUAL
Beginning Balance	141,917	224,161
Local Revenue	11,192	11,845
State Revenue	205,855	205,209
Federal Revenue	13,210	19,770
Other Sources	0	3,339
Transfers In	9,409	7,336
TOTALS	381,583	471,660
EXPENDITURES		
Salaries	84,652	79,661
Benefits	34,003	32,504
Purchased Services	127,930	111,208
Supplies & Materials	21,744	6,723
Capital Outlay	15,000	7,727
Insurance & Judgements	4,500	4,255
Transfers Out	9,409	7,336
Contingency Reserve	11,941	0
Ending Fund Balance	72,404	222,246
TOTALS	381,583	471,660
Copies of the school district budget and the annual financial report are available for public inspection in the Pleasant Valley School District Office. Rosa Maria Lowry, Clerk 10/28/09		

James P. Kaufman, Adam S. Christenson, RINGERT LAW CHARTERED, 455 South Third St., PO Box 2773, Boise, ID 83701. Phone 208-342-4591 Fax 208-342-4657. ISB#1567. Attorneys for Plaintiff.
10/14,21,28;11/4/09

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The Owyhee Avalanche
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ORDINANCE NO. 386
“AN ORDINANCE IN ACCORDANCE WITH IDAHO CODE 50-328,50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF HOMEDALE, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF,AND OTHERS FOR A TERM OF 20 (TWENTY) YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE.”

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HOMEDALE, IDAHO THAT:

SECTION 1. The City of Homedale, Idaho (hereinafter called the “City”) hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the “Grantee”) the right (subject to the rights of the City set forth in Section 14 hereof), privilege and franchise for a period of Twenty (20) years from and after 10-11-2008, however, with the right to amend by mutual agreement in accordance with Section 15, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City’s requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 9 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee’s electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with

standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. The City shall have no responsibility for the costs of such relocations. The Grantee shall bear the cost of relocating its facilities at the City’s request, unless the facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days’ notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations.

SECTION 5. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional expense upon Grantee of its said poles and facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee’s own fixtures, wires, facilities and

appurtenances.

SECTION 6. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expenses or liability arising from or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee’s electric utility property or facilities.

SECTION 7. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Homedale shall be named as an “Additional Named Insured” under Grantee’s insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City’s request.

SECTION 8. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 9. If authorized by formal adoption of city resolution, as compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to Zero percent (0%) of Grantee’s “gross revenues” for the preceding calendar quarter. For purposes of this Section, “gross revenues” shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee’s customers within the annexed area. The Grantee’s franchise fee payment obligations hereunder shall commence with the start of the Grantee’s first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public

Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 10. The City shall have the right during the term of this franchise agreement to increase the franchise fee hereunder up to three percent (3%), by obtaining the consent of the Grantee or the approval of a majority of voters of the City voting on the question at an election held in accordance with chapter 4, title 50, Idaho Code. Any such vote to increase the franchise fee hereunder shall provide that the increased franchise fee will apply to any electric service provider (other than the City) who utilizes the City’s streets, alleys or other public places to provide electrical service within the City, during the term of this franchise agreement.

SECTION 11. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9 above.

SECTION 12. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 13. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 14. In consideration of Grantee’s undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 15. In the event of an amendment to the laws, rules or regulations of the City of Homedale, the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise,

or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, 60 days notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 16. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days’ written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 17. Sale, assignment or lease of this franchise is prohibited without notification to the City.

SECTION 18. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 19. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION 20. The existing franchise agreement between the City and Grantee set forth in, Ordinance 203, dated 10-11-1978, shall terminate upon the adoption and acceptance of this ordinance.

SECTION 21. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on October 11, 2008.

PASSED AND ADOPTED by the Council of the City of Homedale this 9th day of September, 2009.

APPROVED by the Mayor this 10th day of September, 2009.

/s/Harold S. Wilson, Mayor
ATTEST: /s/Alice E. Pegram, City Clerk

ACCEPTANCE
IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this 18th day of September 2009.

By: /s/Dan B. Minor, Senior Vice President-Delivery

ATTEST: /s/Patrick Harrington
10/28/09

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Public notices

ORDINANCE NO. 2009-1
“AN ORDINANCE IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE **CITY OF GRAND VIEW**, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF **TWENTY (20) YEARS**, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE.”

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE **CITY OF GRAND VIEW**, IDAHO THAT;

SECTION 1. The **City of Grand View**, Idaho (hereinafter called the “City”) hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the “Grantee”) the right (subject to the rights of the City set forth in Section 14 hereof), privilege and franchise for a period of **twenty (20) years** from and after **November 10, 2009**, however, with the right to amend by mutual agreement in accordance with Section 15, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City’s requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 9 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee’s electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times

maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. The City shall have no responsibility for the costs of such relocations. The Grantee shall bear the cost of relocating its facilities at the City’s request, unless the facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days’ notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations.

SECTION 5. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional expense upon Grantee of its said poles and facilities. Any such wires of the City shall be subject to interference by the

Grantee only when necessary in the maintenance, operation or repair of the Grantee’s own fixtures, wires, facilities and appurtenances.

SECTION 6. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expenses or liability arising from or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee’s electric utility property or facilities.

SECTION 7. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Grand View shall be named as an “Additional Named Insured” under Grantee’s insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City’s request.

SECTION 8. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 9. If authorized by formal adoption of city resolution, as compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to **one percent (1%)** of Grantee’s “gross revenues” for the preceding calendar quarter. For purposes of this Section, “gross revenues” shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee’s customers within the annexed area.

The Grantee’s franchise fee payment obligations hereunder shall commence with the start of the Grantee’s first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 10. The City shall have the right during the term of this franchise agreement to increase the franchise fee hereunder up to three percent (3%), by obtaining the consent of the Grantee or the approval of a majority of voters of the City voting on the question at an election held in accordance with chapter 4, title 50, Idaho Code. Any such vote to increase the franchise fee hereunder shall provide that the increased franchise fee will apply to any electric service provider (other than the City) who utilizes the City’s streets, alleys or other public places to provide electrical service within the City, during the term of this franchise agreement.

SECTION 11. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9 above.

SECTION 12. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 13. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 14. In consideration of Grantee’s undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee

on the electric service provider as paid by the Grantee.

SECTION 15. In the event of an amendment to the laws, rules or regulations of the **City of Grand View**, the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, 60 days notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 16. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days’ written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 17. Sale, assignment or lease of this franchise is prohibited without notification to the City.

SECTION 18. The Grantee shall assume the cost of publication of this franchise; as such law requires publication.

SECTION 19. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION 20. The existing franchise agreement between the City and Grantee set forth in **Ordinance 99-4, dated November 10, 1999**, shall terminate upon the adoption and acceptance of this ordinance.

SECTION 21. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on **final publication date**.

PASSED AND ADOPTED by the Council of the **City of Grand View** this 14th day of October, 2009.

APPROVED by the Mayor this 14th day of October, 2009.

Mayor Paul R. Spang
ATTEST: City Clerk Helana Race
10/28/09

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Public notices

NOTICE OF TRUSTEE’S SALE

On Thursday, the 21st day of January, 2010, at the hour of 10:00 o’clock a.m. of said day at the front steps of the Owyhee County Courthouse, on the corner of Hwy. 78 and Hailey St., Murphy, in the County of Owyhee, State of Idaho, Charles W. Fawcett, as Successor Trustee, will sell at public auction, to the highest bidder, for cash, in lawful money of the United States, all payable at the time of sale, the following described real property situated in the County of Owyhee, State of Idaho, and described as follows, to-wit:

A PORTION OF LOTS 21 AND 22 IN BLOCK 80 OF THE AMENDED TOWNSITE PLAT OF TOWNSITE PLAT OF HOMEDALE, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, OFFICIAL RECORDS OF OWYHEE COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 125 FEET; THENCE, EAST 47 FEET; THENCE, SOUTH 26 FEET; THENCE, EAST 3 FEET; THENCE, SOUTH 99 FEET; THENCE WEST 50 FEET TO THE POINT OF BEGINNING. AND BEGINNING AT SOUTHWEST CORNER OF SAID LOT 22; THENCE, NORTH 99 FEET; THENCE, EAST 17 FEET; THENCE, SOUTH 99 FEET; THENCE, WEST 17 FEET THE POINT OF BEGINNING.

The Successor Trustee has no knowledge of a more particular description of the above-referenced real property, but for purposes of compliance with Section 60-113, Idaho Code, the Successor Trustee has been informed that the street address of 121 E. Wyoming Ave., Homedale, Idaho, is sometimes associated with said real property.

Said sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust executed by LUIS ANTONIO CUENCA and ROSA LILIA ALAMILLA-CUENCA, Husband and Wife, Grantor, to Charles W. Fawcett, Successor Trustee, for the benefit and security of HOME123 CORPORATION, recorded May 26, 2006, as Instrument No. 256548, Mortgage records of Owyhee County, Idaho; and assigned to the IDAHO HOUSING AND FINANCE ASSOCIATION by Assignment of Deed of Trust recorded on December 11, 2006, as Instrument No. 259103, Mortgage records of Owyhee County, Idaho. THE ABOVE GRANTOR IS NAMED TO COMPLY WITH SECTION 45-1506(4)(a), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION.

The default for which this sale is to be made is the failure to pay when due, monthly installment payments under the Deed of Trust Note dated May 18, 2006, in the amount of \$727.00 each, for the months of April through September, 2009, inclusive; and for each and every month thereafter until date of sale or reimbursement. All delinquent payments are now due, plus accumulated late charges, plus any costs or expenses associated with this foreclosure. The accrued interest is at the rate of 5.21% per annum from March 1, 2009. The

principal balance owing as of this date on the obligation secured by said Deed of Trust is \$104,451.90, plus accrued interest at the rate of 5.21% per annum from March 1, 2009.

DATED This 21st day of September, 2009.

CHARLES W. FAWCETT, a Member of the Idaho State Bar, SUCCESSOR TRUSTEE
10/21,28;11/4,11/09

NOTICE OF TRUSTEE’S SALE

On February 2, 2010, at the hour of 11:00 o’clock AM of said day, in the lobby of the Owyhee County Courthouse, State Highway 78, Murphy, Idaho, JUST LAW, INC., as Successor Trustee, will sell at public auction to the highest bidder, for cash, in lawful money of the United States, all payable at the time of sale, the following described real property, situated in the County of Owyhee, State of Idaho, and described as follows to wit:

Lot 14 of Block 17 of the Amended Plat of the Townsite of HOMEDALE, Owyhee County, Idaho, according to the official plat thereof filed August 9, 1911 as No. 7284 on file in the office of the recorder for Owyhee County, Idaho.

The Trustee has no knowledge of a more particular description of the above referenced real property, but for purposes of compliance with Section 60-113 Idaho Code, the Trustee has been informed the address of **412 W. Oregon St., Homedale, ID**, is sometimes associated with the said real property.

This Trustee’s Sale is subject to a bankruptcy filing, a payoff, a reinstatement or any other conditions of which the Trustee is not aware that would cause the cancellation of this sale. Further, if any of these conditions exist, this sale may be null and void, the successful bidder’s funds shall be returned, and the Trustee and the Beneficiary shall not be liable to the successful bidder for any damages.

Said sale will be made without covenant or warranty regarding title, possessions or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust executed by Kristen Garcia, an unmarried woman, as Grantor(s) with Mortgage Electronic Registration Systems, Inc. as the Beneficiary, under the Deed of Trust recorded July 24, 2007, as Instrument No. 261845, in the records of Owyhee County, Idaho. The Beneficial interest of said Deed of Trust was subsequently assigned to Suntrust Mortgage, Inc., recorded September 21, 2009, as Instrument No. 269298, in the records of said County.

THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4) (a), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION.

The default for which this sale is to be made is the failure to pay the amount due under the certain Promissory Note and Deed of Trust, in the amounts called for thereunder as follows: Monthly payments in the amount of \$1,080.26 for the months of May 2009 through and including to the date of sale, together with late charges and monthly payments accruing. The sum owing on the obligation secured by said Deed of Trust is

\$139,786.52 as principal, plus service charges, attorney’s fees, costs of this foreclosure, any and all funds expended by Beneficiary to protect their security interest, and interest accruing at the rate of 6.5% from April 1, 2009, together with delinquent taxes plus penalties and interest to the date of sale.

The Beneficiary elects to sell or cause the trust property to be sold to satisfy said obligation.

Dated this 28th day of September, 2009.

Sumerli Lynch, Trust Officer for Just Law, Inc., P.O. Box 50271, Idaho Falls, Idaho 83405 (208) 523-9106 FAX (208) 523-9146

For information concerning this sale please contact Just Law, Inc. at www.justlawidaho.com or Toll Free at 1-800-923-9106, Thank you.
10/7,14,21,28/09

NOTICE OF TRUSTEE’S SALE

TS No. 09-0137172 Title Order No. 090648096IDGNO Parcel No. RPB04200020160A The following described property will be sold at public auction to the highest bidder, payable in lawful money of the United States, In the lobby of the Owyhee County Courthouse located on the corner of Highway 78 and Hailey Street, known as 20381 Highway 78, Murphy, ID 83650, on 02/16/2010 at 11:00 am, (recognized local time) for the purpose of foreclosing that certain Deed of Trust recorded 09/29/2003 as Instrument Number 245224, and executed by DIANE JEROME, AS HER SEPARATE PROPERTY, as Grantor(s), in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, to RECONTRUST COMPANY, N.A., the Current Trustee of record, covering the following real property located in Owyhee County, state of Idaho: LOT 16, BLOCK 2, ERVIN REVISED ADDITION TO MARSING, OWYHEE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER FOR OWYHEE COUNTY, IDAHO. The Trustee has no knowledge of a more particular description of the above referenced real property, but for purpose of compliance with Idaho Code, Section 60-113, the Trustee has been informed that the street address of, 409 MAIN STREET, MARSING, ID 83639 is sometimes associated with said real property. Bidders must be prepared to tender the trustee the full amount of the bid at the sale in the form of cash, or a cashier’s check drawn on a state or federally insured savings institution. Said sale will be made without covenant or warranty, express or implied, regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in that certain Deed of Trust. The default for which this sale is to be made is: Failure to pay the monthly payment due 04/01/2009 of principal, interest and impounds and subsequent installments due thereafter; plus late charges, with interest currently accruing at 6.500% per annum; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said Deed of Trust, and any supplemental modifications thereto. The principal balance

owing as of this date on said obligation is \$50,744.19, plus interest, costs and expenses actually incurred in enforcing the obligations thereunder and in this sale, together with any unpaid and /or accruing real property taxes, and/or assessments, attorneys’ fees, Trustees’ fees and costs, and any other amount advanced to protect said security, as authorized in the promissory note secured by the aforementioned Deed of Trust. Therefore, the Beneficiary elects to sell, or cause said trust property to be sold, to satisfy said obligation. NOTICE IS HEREBY GIVEN THAT THIS FIRM IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, AND THAT THE DEBT MAY BE DISPUTED. THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4)(a) IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION. DATED: 09/29/2009 Name and Address of the Current Trustee is: RECONTRUST COMPANY, N.A. 1800 Tapo Canyon Rd., CA6-914-01-94 SIMI VALLEY, CA 80028-1821 PHONE: (800) 281-8219 RECONTRUST COMPANY, N.A. Successor Trustee Sabrina Stephens, Team Member ASAP# 3283003
10/14,21,28;11/4/09

NOTICE OF TRUSTEE’S SALE

On **Monday, February 1, 2010** at the hour of **10:30 o’clock A.M.**, of said day, on the steps of **Owyhee County Courthouse located at 20381 State Highway 78 Murphy, ID 83650.**

Alliance Title & Escrow Corp., as successor trustee, will sell at public auction, to the highest bidder, for cash, cashiers check, certified check or tellers check, (from a bank which has a branch in the community at the site of the sale), money order, State of Idaho check or local government check, or cash equivalent in lawful money of the United States, all payable at the same time of sale, the following described real property, situated in the County of Owyhee, State of Idaho, and described as follows, to wit:

In Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho. Section 14: West half of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter; and East half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter.

THE TRUSTEE HAS NO KNOWLEDGE OF A MORE PARTICULAR DESCRIPTION OF THE ABOVE-DESCRIBED REAL PROPERTY, BUT FOR PURPOSES OF COMPLIANCE WITH IDAHO CODE, SECTION 60-113, THE TRUSTEE HAS BEEN INFORMED THAT THE STREET ADDRESS OF: **10305 China Ditch Road, Melba, ID 83641**, MAY SOMETIMES BE ASSOCIATED WITH SAID REAL PROPERTY.

If the successful bidder cannot provide the bid price by means of one of the above means of payment, the sale will be postponed for 10 minutes only to allow the high bidder to obtain payment in a form prescribed herein above. If the high bidder is unsuccessful in obtaining payment as directed within 10 minutes, the sale will

be re-held immediately and any bid by the high bidder from the previous sale, will be rejected, all in accordance with Idaho Code 45-1502 et. Sec.

Said sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the deed of trust executed by Robert J. Osick, an unmarried person, as Grantor to Alliance Title & Escrow Corp., as Successor Trustee, for the benefit and security of Vanderbilt Mortgage and Finance, Inc. as Successor Beneficiary, recorded June 26, 1995 as Instrument No. 215950, Mortgage records of Owyhee County, Idaho. THE

ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4)(a), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION.

The default for which this sale is to be made is failure to:

Make principal and interest payments as set forth on said Deed of Trust and Promissory Note. The original loan amount was \$54,400.00 together with interest thereon at the rate of 8.925% per annum, as evidenced in Promissory Note dated June 23, 1995. Payments are in default for the months of June 2009 through and including September 2009 in the amount of \$427.18 per month and continuing each and every month thereafter until date of sale or reinstatement. The principal balance as of September 16, 2009 is \$27,847.18 together with accrued and accruing interest thereon at the rate of 8.925% per annum. The per diem is \$5.50. In addition to the above, there is also due any late charges, advances, escrow collection fees, attorney fees, fees or costs associated with this foreclosure.

The balance owing as of this date on the obligation secured by said deed of trust is \$27,847.18, excluding interest, costs and expenses actually incurred in enforcing the obligations thereunder or in this sale, as trustee’s fees and/or reasonable attorney’s fees as authorized in the promissory note secured by the aforementioned Deed of Trust.

Dated: September 28, 2009

Alliance Title & Escrow Corp. By: Bobbi Oldfield, Trust Officer Phone: 208-947-1553
10/7,14,21,28/09

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Public notices

NOTICE OF TRUSTEE’S SALE

Trustee’s Sale No. 02-FMS-83782 NOTICE IS HEREBY GIVEN that, PIONEER LENDER TRUSTEE SERVICES, LLC, the duly appointed Successor Trustee, will on January 27, 2010, at the hour of 11:00 AM, of said day, FRONT STEPS OF THE OWYHEE COUNTY COURTHOUSE, 20381 STATE HWY 78, MURPHY, ID, sell at public auction to the highest bidder, for cash, in lawful money of the United States, all payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the “Property”), situated in the County of OWYHEE, State of Idaho, to-wit: A portion of the South Half of the Southwest Quarter of the Northeast Quarter of Section 16, Township 2 North, Range 4 West of the Boise Meridian, Owyhee County, Idaho, more particularly described as follows: COMMENCING at the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 16, being the Center Quarter corner; thence Northerly, along the West line of the Southwest Quarter of the Northeast Quarter of said Section 16, 275 feet to a point; thence Easterly, parallel to the South line of the Southwest Quarter of the Northeast Quarter of said Section 16, 250 feet to the POINT OF BEGINNING; thence continuing Easterly, parallel to the South line of the Southwest Quarter of the Northeast Quarter of said Section 16, 210 feet to a point; thence Northerly, along a line parallel to the West line of the Southwest Quarter of the Northeast Quarter of said Section 16, 210 feet to the REAL POINT OF BEGINNING. The Trustee has no knowledge of a more particular description of the above-referenced Property but, for purposes of compliance with Section 60-113 of Idaho Code, the Trustee has been informed that the address of 6468 MORRIS HILL LANE, MARSING, ID 83639, is sometimes associated with said real property. Said sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust executed by LEONARDO MARCIAL, A MARRIED MAN AS HIS SOLE AND SEPERATE PROPERTY, as Grantor, to PIONEER TITLE, as Trustee, for the benefit and security of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FREMONT INVESTMENT & LOAN, as Beneficiary, dated 8/17/2005, recorded 8/22/2005, under Instrument No. 253127, Mortgage records of OWYHEE County, IDAHO, the beneficial interest in which is presently held by U.S. Bank National Association, as Trustee under Pooling and Servicing Agreement dated as of November 1, 2005 MASTR Asset-Backed Securities Trust 2005-FRE1 Mortgage Pass-Through Certificates, Series 2005-FRE1. THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION

45-1506(4)(A), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION. The default for which is sale is made is the failure to pay when due under the Deed of Trust Note dated 8/17/2005, THE MONTHLY PAYMENT WHICH BECAME DUE ON 4/1/2009 AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH, Amount due as of September 22, 2009 Delinquent Payments from April 01, 2009 6 payments at \$752.24 each \$4,513.44 (04-01-09 through 09-22-09) Late Charges: \$305.25 Beneficiary Advances: \$141.56 Suspense Credit: \$0.00 TOTAL: \$0.00 All delinquencies are now due, together with unpaid and accruing taxes, assessments, trustee’s fees, attorney’s fees, costs and advances made to protect the security associated with this foreclosure. The principal balance is \$80,038.69, together with interest thereon at 7.750% per annum from 3/1/2009, until paid. The Beneficiary elects to sell or cause the trust property to be sold to satisfy said obligation. Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the same. DATED: 9/22/2009 PIONEER LENDER TRUSTEE SERVICES, LLC Trustee By Kara Lansberry, Assistant Trustee Officer/oREGIONALTRUSTEE SERVICES CORPORATION 616 1st Avenue, Suite 500 Seattle, WA 98104 Phone: (206) 340-2550 Sale Information: <http://www.rtrustee.com> ASAP# 3285226 10/14,21,28;11/4/09

NOTICE OF TRUSTEE’S SALE

On February 2, 2010, at the hour of 11:15 o’clock AM of said day, in the lobby of the Owyhee County Courthouse, State Highway 78, Murphy, ID, JUST LAW, INC., as Successor Trustee, will sell at public auction to the highest bidder, for cash, in lawful money of the United States, all payable at the time of sale, the following described real property, situated in the County of Owyhee, State of Idaho, and described as follows to wit: **See Attached Exhibit “A”** The Trustee has no knowledge of a more particular description of the above referenced real property, but for purposes of compliance with Section 60-113 Idaho Code, the Trustee has been informed the address of **6057 Claytonia Way, Marsing, ID**, is sometimes associated with the said real property. This Trustee’s Sale is subject to a bankruptcy filing, a payoff, a reinstatement or any other conditions of which the Trustee is not aware that would cause the cancellation of this sale. Further, if any of these conditions exist, this sale may be null and void, the successful bidder’s funds shall be returned, and the Trustee and the Beneficiary shall not be liable to the successful bidder for any damages. Said sale will be made without covenant or warranty regarding title, possessions or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust executed by Kenneth D. Park and Shawna M. Park, husband and wife, as Grantor(s) with

Nationstar Mortgage, LLC fka Centex Home Equity Company, LLC as the Beneficiary, under the Deed of Trust recorded April 7, 2006, as Instrument No. 255861, in the records of Owyhee County, Idaho. THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4) (a), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION. The default for which this sale is to be made is the failure to pay the amount due under the certain Promissory Note and Deed of Trust, in the amounts called for thereunder as follows: Monthly payments in the amount of \$1,292.09 for the months of May 2009 through and including to the date of sale, together with late charges and monthly payments accruing. The sum owing on the obligation secured by said Deed of Trust is \$184,602.71 as principal, plus service charges, attorney’s fees, costs of this foreclosure, any and all funds expended by Beneficiary to protect their security interest, and interest accruing at the rate of 7.5% from April 1, 2009, together with delinquent taxes plus penalties and interest to the date of sale. The Beneficiary elects to sell or cause the trust property to be sold to satisfy said obligation. Dated this 28th day of September, 2009. Sumerli Lynch, Trust Officer for Just Law, Inc., P.O. Box 50271, Idaho Falls, Idaho 83405 (208) 523-9106 FAX (208) 523-9146 **For information concerning this sale please contact Just Law, Inc. at www.justlawidaho.com or Toll Free at 1-800-923-9106. Thank you. File No. 200908954 EXHIBIT A** A parcel of land being a portion of the East One-Half of the Northwest Quarter of Section 28, Township 3 North Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows: COMMENCING at a found Brass Cap marking the Northwest corner of said Section 28, Township 3 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being the centerline intersection of Dunlap Street and Edison Street, said Brass Cap bears North 0° 00’ 00” East, 2666.85 feet from a found 5/8” iron pin marking the West Quarter corner of said Section 28 and being the centerline intersection of said Edison Street and Bruneau Highway; thence South 88° 52’ 33” East, 1996.52 feet along the North boundary of the said Northwest Quarter of Section 28 and along the said centerline of Dunlap Street to a found 5/8” iron pin; thence South 01° 06’ 45” West, 1315.59 feet along the centerline of an existing concrete irrigation ditch to a point, said point being witnessed by a found 1/2” iron pin which bears North 89° 09’ 40” West, 5.00 feet; thence North 89° 09’ 40” West, 326.12 feet to a set 1/2” iron pin, said pin marking the REAL POINT OF BEGINNING; thence South 0° 34’ 46” West, 674.44 feet to a set 1/2” iron pin lying on the South boundary of the North One-Half of the Southeast Quarter of the Northwest Quarter of said

Section 28; thence North 89° 09’ 40” West, 319.85 feet along said South boundary of the North One-Half of the Northwest Quarter of Section 28 to a found 5/8” iron pin marking the Southwest corner of the said North One-Half of the Southeast Quarter of the Northwest Quarter of Section 28; thence North 0° 02’ 49” East 674.50 feet along the East boundary of the said East One-Half of the Northwest Quarter of Section 28 to a set 1/2” iron pin, said pin bears North 0° 02’ 49” East, 9.99 feet from a found 5/8” iron pin marking the Northwest corner of the said North One-Half of the Southeast Quarter of the Northwest Quarter of Section 28; thence South 89° 09’ 40” East, 326.12 feet to the REAL POINT OF BEGINNING. 10/7,14,21,28/09

NOTICE OF TRUSTEE’S SALE

TS No. 09-0147257 Title Order No. 090687850IDGNO Parcel No. RP03N05W187202A The following described property will be sold at public auction to the highest bidder, payable in lawful money of the United States, In the lobby of the Owyhee County Courthouse located on the corner of Highway 78 and Hailey Street, known as 20381 Highway 78, Murphy, ID 83650, on 02/26/2010 at 11:00 am, (recognized local time) for the purpose of foreclosing that certain Deed of Trust recorded 09/13/2007 as Instrument Number 262405, and executed by ANDREW L. REED A MARRIED MAN, AS HIS SOLE AND SEPERATE PROPERTY, as Grantor(s), in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, to RECONTRUST COMPANY, N.A., the Current Trustee of record, covering the following real property located in Owyhee County, state of Idaho: EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 5 WEST OF BOISE MERIDIAN, OWYHEE COUNTY, IDAHO. The Trustee has no knowledge of a more particular description of the above referenced real property, but for purpose of compliance with Idaho Code, Section 60-113, the Trustee has been informed that the street

address of, 4081 HOMESTEAD ROAD, HOMEDALE, ID 83628 is sometimes associated with said real property. Bidders must be prepared to tender the trustee the full amount of the bid at the sale in the form of cash, or a cashier’s check drawn on a state or federally insured savings institution. Said sale will be made without covenant or warranty, express or implied, regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in that certain Deed of Trust. The default for which this sale is to be made is: Failure to pay the monthly payment due 07/01/2009 of principal, interest and impounds and subsequent installments due thereafter; plus late charges, with interest currently accruing at 7.000% per annum; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said Deed of Trust, and any supplemental modifications thereto. The principal balance owing as of this date on said obligation is \$319,704.99, plus interest, costs and expenses actually incurred in enforcing the obligations thereunder and in this sale, together with any unpaid and /or accruing real property taxes, and/or assessments, attorneys’ fees, Trustees’ fees and costs, and any other amount advanced to protect said security, as authorized in the promissory note secured by the aforementioned Deed of Trust. Therefore, the Beneficiary elects to sell, or cause said trust property to be sold, to satisfy said obligation. NOTICE IS HEREBY GIVEN THAT THIS FIRM IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, AND THAT THE DEBT MAY BE DISPUTED. THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4)(a) IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION. DATED: 10/16/2009 Name and Address of the Current Trustee is: RECONTRUST COMPANY, N.A. 1800 Tapo Canyon Rd., CA6-914-01-94 SIMI VALLEY, CA 80028-1821 PHONE: (800) 281-8219 RECONTRUST COMPANY, N.A. Successor Trustee Sabrina Stephens, Team Member ASAP# 3310087 10/28;11/4,11,18/09

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Public notices

NOTICE OF TRUSTEE’S SALE

On Thursday, the 28th day of January, 2010, at the hour of 10:00 o’clock a.m. of said day at the front steps of the Owyhee County Courthouse, on the corner of Hwy. 78 and Hailey St., Murphy, in the County of Owyhee, State of Idaho, Charles W. Fawcett, as Successor Trustee, will sell at public auction, to the highest bidder, for cash, in lawful money of the United States, all payable at the time of sale, the following described real property situated in the County of Owyhee, State of Idaho, and described as follows, to-wit:

LOT 1 OF BLOCK 3 OF EAGLE VIEW ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AS INSTRUMENT NO. 215482 AND AMENDMENT THERETO RECORDED AS INSTRUMENT NO. 222082, RECORDS OF OWYHEE COUNTY, IDAHO.

The Successor Trustee has no knowledge of a more particular description of the above-referenced real property, but for purposes of compliance with Section 60-113, Idaho Code, the Successor Trustee has been informed that the street address of 12405 Cinnabar Way, Murphy, Idaho, is sometimes associated with said real property.

Said sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust executed by ARTHUR A. SANDERS and LORI A. SANDERS, Husband and Wife, Grantor, to Charles W. Fawcett, Successor Trustee, for the benefit and security of NEW FREEDOM MORTGAGE CORPORATION, recorded May 12, 2006, as Instrument No. 256337, Mortgage records of Owyhee County, Idaho; and assigned to the IDAHO HOUSING AND FINANCE ASSOCIATION by Assignment of Deed of Trust recorded on May 12, 2006, as Instrument No. 256338, Mortgage records of Owyhee County, Idaho. THE ABOVE GRANTOR IS NAMED TO COMPLY WITH SECTION 45-1506(4)(a), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION.

The default for which this sale is to be made is the failure to pay when due, monthly installment payments under the Deed of Trust Note dated May 4, 2006, in the amount of \$1,012.00 each, for the months of May through September, 2009, inclusive; and for each and every month thereafter until date of sale or reimbursement. All delinquent payments are now due, plus accumulated late charges, plus any costs or expenses associated with this foreclosure. The accrued interest is at the rate of 5.21% per annum from April 1, 2009. The principal balance owing as of this date on the obligation secured by said Deed of Trust is \$143,997.77, plus accrued interest at the rate of 5.21% per annum from April 1, 2009.

DATED This 28th day of September, 2009.

/s/CHARLES W. FAWCETT, a Member of the Idaho State Bar, SUCCESSOR TRUSTEE

10/28;11/4,11,18/09

NOTICE OF TRUSTEES SALE

Trustees Sale No. 02-FHF-84686 NOTICE IS HEREBY GIVEN that, PIONEER LENDER TRUSTEE SERVICES, LLC,

the duly appointed Successor Trustee, will on February 5, 2010, at the hour of 11:00 AM, of said day, FRONT STEPS OF THE OWYHEE COUNTY COURTHOUSE, 20381 STATE HWY 78, MURPHY, ID, sell at public auction to the highest bidder, for cash, in lawful money of the United States, all payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the “Property”), situated in the County of OWYHEE, State of Idaho, to-wit: Lot 8, Block 1, RIVER’S EDGE SUBDIVISION, on file and of record in the offices of Owyhee County, recorded as Instrument No. 226125. TOGETHER WITH A nonexclusive EASEMENT: A nonexclusive easement for ingress, egress and utilities as created by Easement Agreement recorded December 15, 1991 as instrument No. 223536, Owyhee County Records. A portion of Government Lots 1 and 2, in Section 11, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, being more particularly described as follows: COMMENCING at the Northwest corner of said Government Lot 1; thence South 00° 57’ 00” East, 17.21 feet to a point on the easterly right-of-way of a county road; thence along the easterly right-of-way of a county road, 138.74 feet along a non-tangent curve deflecting to the right with a radius of 303.00 feet, a central angel of 26° 14’ 08”, a long chord of 137.53 feet and a long chord bearing South 16° 55’ 42” East to a point on the easterly right-of-way of a county road; thence South 03° 48’ 38” East, 89.40 feet along the easterly right-of-way of a county road to a point; thence South 00° 31’ 17” East, 250.54 feet along the easterly right-of-way of a county road which is the REAL POINT OF BEGINNING; thence 34.97 feet along a tangent curve deflecting to the left with a radius of 30.00 feet a central angle of 66° 47’ 00”, tangent of 19.78 feet, a long chord of 33.02 feet and a long chord bearing of South 34° 20’ 30” East to a point; thence South 67° 44’ 00” East 82.16 feet to a point; thence South 22° 16’ 00” West, 5.00 feet to a point; thence South 67° 44’ 00” East 217.24 feet to a point; thence South 37° 21’ 59” East 198.58 feet to the northwesterly corner of a parcel of land as described in Instrument No. 166865, records of Owyhee County; thence South 22° 53’ 30” East, 130.00 feet to the Southwest corner of said Instrument No. 166885; thence South 67° 06’ 30” West 10.00 feet to the northwesterly corner of a parcel of land described in Instrument No. 216242, records of Owyhee County; thence South 06° 17’ 30” East 137.68 feet to the southwesterly corner of said Instrument No. 216242; thence South 33° 52’ 29” East, 172.88 feet to a point; thence South 27° 55’ 20” East, 328.02 feet to a point; thence South 19° 05’ 20” East, 100.00 feet to a point; thence South 70° 54’ 40” West, 100.00 feet to a point; thence North 19° 05’ 20” West, 100.00 feet to a point; thence North 70° 54’ 40” East, 49.40 feet to a point; thence North 27° 55’ 20” West, 317.84 feet to a point; thence The Trustee has no knowledge of a more particular description of the above-referenced Property but, for purposes of compliance with Section 60-1 13 of Idaho Code, the Trustee has been informed that

the address of 7228 PROCTOR LANE , MARSING, ID 83639, is sometimes associated with said real property. Said sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust executed by DANNY L WILLMORE, AS SEPARATE PROPERTY, as Grantor, to PIONEER TITLE COMPANY, as Trustee, for the benefit and security of HOUSEHOLD FINANCE CORPORATION III, as Beneficiary, dated 6/23/2006, recorded 6/27/2006, under Instrument No. 257055, Mortgage records of OWYHEE County, IDAHO, the beneficial interest in which is presently held by HOUSEHOLD FINANCE CORPORATION III. THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4)(A), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION. The default for which is sale is made is the failure to pay when due under the Deed of Trust Note dated 6/23/2006, THE MONTHLY PAYMENT WHICH BECAME DUE ON 5)28/2009 AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH. Amount due as of October 1, 2009 Delinquent Payments from May 28, 2009 S payments at \$ 1,661.82 each \$ 8,309.10 (05-28-09 through 10-01-09) Late Charges: \$ 332.36 Beneficiary Advances: \$ 110.00 Suspense Credit: \$ 0.00 TOTAL: \$ 8,751.46 All delinquencies are now due, together with unpaid and accruing taxes, assessments, trustee’s fees, attorney’s fees, costs and advances made to protect the security associated with this foreclosure. The principal balance is \$207,388.80, together with interest thereon at 7.950% per annum from 4/28/2009, until paid. The Beneficiary elects to sell or cause the trust property to be sold to satisfy said obligation. Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the same. DATED: 10/1/2009. PIONEER LENDER TRUSTEE SERVICES, LLC Trustee By Kara Lansberry, Assistant Trustee Officer do REGIONAL TRUSTEE SERVICES CORPORATION 616 1st Avenue, Suite 500 Seattle, WA 98104 Phone: (206) 340-2550 Sale Information: <http://vwww.rtrustee.com> ASAP# 3300401 10/21,28;11/4,11/09

NOTICE OF TRUSTEE’S SALE

TS No. 09-0150212 Title Order No. 090698494IDGNO Parcel No. RP03N04W291835A The following described property will be sold at public auction to the highest bidder, payable in lawful money of the United States, In the lobby of the Owyhee County Courthouse located on the corner of Highway 78 and Hailey Street, known as 20381 Highway 78, Murphy, ID 83650, on 02/26/2010 at 11:00 am, (recognized local time) for the purpose of foreclosing that certain Deed of Trust recorded 11/16/2007 as Instrument Number 263098, and executed by MARILYN BESENDORFER, AN UNMARRIED PERSON,

as Grantor(s), in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, to RECONTRUST COMPANY, N.A., the Current Trustee of record, covering the following real property located in Owyhee County, state of Idaho: The Trustee has no knowledge of a more particular description of the above referenced real property, but for purpose of compliance with Idaho Code, Section 60-113, the Trustee has been informed that the street address of, 4885 EDISON RD, MARSING, ID 83639-8041 is sometimes associated with said real property. Bidders must be prepared to tender the trustee the full amount of the bid at the sale in the form of cash, or a cashier’s check drawn on a state or federally insured savings institution. Said sale will be made without covenant or warranty, express or implied, regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in that certain Deed of Trust. The default for which this sale is to be made is: Failure to pay the monthly payment due 07/01/2008 of principal, interest and impounds and subsequent installments due thereafter; plus late charges, with interest currently accruing at 10.750% per annum; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said Deed of Trust, and any supplemental modifications

thereto. The principal balance owing as of this date on said obligation is \$81,187.01, plus interest, costs and expenses actually incurred in enforcing the obligations thereunder and in this sale, together with any unpaid and /or accruing real property taxes, and/or assessments, attorneys’ fees, Trustees’ fees and costs, and any other amount advanced to protect said security, as authorized in the promissory note secured by the aforementioned Deed of Trust. Therefore, the Beneficiary elects to sell, or cause said trust property to be sold, to satisfy said obligation. NOTICE IS HEREBY GIVEN THAT THIS FIRM IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, AND THAT THE DEBT MAY BE DISPUTED. THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4)(a) IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION. DATED: 10/16/2009 Name and Address of the Current Trustee is: RECONTRUST COMPANY, N.A. 1800 Tapo Canyon Rd., CA6-914-01-94 SIMI VALLEY, CA 80028-1821 PHONE: (800) 281-8219 RECONTRUST COMPANY, N.A. Successor Trustee Sabrina Stephens, Team Member ASAP# 3310107 10/28;11/4,11,18/09

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Owyhee County Church Directory



Iglesia Misionera Biblica Homedale Pastor Fernando Gomez 132 W. Owyhee • 337-5975 Servicios: Mar - 7pm - Oracion Mier - 7pm Predicacion, Vier - Oracion Dom - 10am Esc. Dom y 6pm "Una Iglesia Diferente."	Knight Community Church Grand View Pastor Paul H. Ryan • 834-2639 Sunday School 9:30 a.m. Worship Service 10:45 a.m. Adult Bible Study: Wednesday, 7 p.m. Knight's Neighborhood: (Youth Activity Group) Friday 5-6:30 pm	Crossroads Assembly of God Wilder Pastors Ron & Martha Hwy 19 & 95, 482-7644 Sunday School 10am Sunday Morning Worship 11am Sunday Evening Worship 6pm Wed. Bible Study 7pm
Assembly of God Church Homedale 15 West Montana, 337-4458 Pastor George Greenwood Sunday School 9:30am Sunday Morning Worship 10:30am Sunday Evening Service 6:00pm Wed. Bible Study 7:00pm	Friends Community Church Wilder - Homedale 17434 Hwy 95, 337-3464 Pastor Carl Dennett Sunday School 9:30 am Worship Services: 10:45 am Sundays Wednesday Prayer Meeting 6:30 pm	Our Lady of the Valley Catholic Church 1122 W. Linden St., Caldwell 459-3653 Mass: Saturday 5:00 pm Sunday 9:30 am Spanish Mass: Saturday 7:00 pm Spanish Mass: Sunday Noon
Mt. Calvary Lutheran Church Homedale - 337-4248 Sunday Services 10am Rev. Ross Shaver, Pastor Youth and Adult Sunday School 9-9:45am Wed. Adult Bible Study 7-8:30pm Visitors Always Welcome!	Chapel of Hope Hope House, Marsing Look for the Blue Church South Bruneau Hwy at the Hope House Welcoming Families, especially those with special needs children. Keith Croft, Pastor 880-2767 Jake & Alisha Henriouille, Youth Pastors 761-6747 Sunday Services at 10 am	Church of Jesus Christ of Latter Day Saints Homedale 708 West Idaho Ave 337-4112 Bishop Alan McRae Bishop Ronald Spencer Sunday 1st Ward 9am Sunday 2nd Ward 12:30pm
Homedale Baptist Church Homedale 212 S. 1st W. Sunday School 10am & 11am Sunday Evening 7pm Wednesday Evening 7pm Pastor James Huls	Wilder Church of God Wilder 205 A St. E, 482-7839 Pastor Ray Gerthung Sunday School 9:45am Sunday Service 11am Sunday Eve. 6:00pm Wed. Eve. 7:00pm	Mountain View Church of the Nazarene 26515 Ustick Road, Wilder 337-3151 Sunday School 9:30 Worship 10:30 Adult & Youth Bible Class: Wednesday 7:00 pm Bible Based Recovery: Friday 7:00 pm
 MARSING APOSTOLIC ASSEMBLY Asamblea Apostolica de Marsing 107 W. Main • Marsing, Idaho Pastor Jose Gutierrez 208-461-9016 or 880-6172 Sunday School 10:00 am Sunday Service 1 pm • Wednesday Service 7 pm Bilingual Services/Español	Iglesia Evangelica Wilder 317 3rd st., Pastor Ramiro Reyes 10 am Sunday School 11 am Service 482-7484 Bilingual	Marsing Church of Christ Marsing 932 Franklin, Marsing Minister Gib Nelson Sunday Bible Study 10am Sunday Worship 11am
Christian Church Homedale 110 W. Montana, 337-3626 Pastor Maurice Jones Sunday Morning Worship 11am Church school 9:45	Bible Missionary Church Homedale West Idaho, 337-3425 Pastor Ron Franklin Sunday School 10am Worship 11am Sunday Evening 7pm Wednesday Evening 7:30	Assembly of God Church Marsing 139 Kerry, 965-1650 Pastor Rick Sherrow Sunday School 10am Sunday Worship 11am & 6 pm
Lizard Butte Baptist Church Marsing Pastor David London 116 4th Ave. W., 859-2059 Sunday worship: Morning: 11am-Noon• Evening: 6-7pm Sunday school 10 am-10:55am Wednesday evening 6pm-7pm	Nazarene Church Marsing Pastor Bill O'Connor 896-4184 12 2nd Avenue West Worship Services - Sunday 11am and 6pm Teen Services Sundays 7:00 pm Sunday School - 9:45am Mid Week TLC Groups	Trinity Holiness Church Homedale 119 N. Main Pastor Samuel Page 337-5021 Sunday School 10am Sunday Morning Worship 11am Sunday Evening 7pm Thursday Evening 7:30pm
Church of Jesus Christ of Latter Day Saints Marsing 215 3rd Ave. West, 896-4151 Sunday 1st Ward, 9:00 a.m. Bishop Lakey Sunday 2nd Ward, 12:30 p.m. Bishop Payne	Vision Community Church Marsing 221 West Main Marsing, Idaho 208-896-5407 Sunday School 9:30 a.m. Sunday Service 10:30 a.m. Adult, Kids & Youth Meetings Wed. 7:00 p.m.	United Methodist Church Wilder Corner of 4th St. & B Ave. 880-8751 Pastor June Fothergill Sunday Services 9:30am
First Presbyterian Church Homedale 320 N. 6th W., 337-3060 Pastor Marianne Paul Sunday Morning Worship 11am Sunday School 11am	Calvary Holiness Church Wilder Corner of 3rd St. & B Ave. Sunday School: 10:00 a.m. Sunday Morning Worship: 11:00 a.m. Sunday Evening: 6:00 p.m. Wednesday Evening: 7:00 p.m. Food Pantry Open Fridays 10 am - Noon	Seventh Day Adventist Homedale 16613 Garnet Rd., 880-0902 or 453-9289 Pastor Chuck Dimick Sabbath School Sat. 9:30am Worship 11am Tuesday Prayer Mtg. 7:00 pm
Iglesia Bautista Palabra de Esperanza Homedale 711 W. Idaho, 463-9569 Pastor Jose Diaz Servicios: Los Domingos 11:00 am	Our Lady Queen of Heaven Catholic Church - Oreana 2009 Mass Schedule - the following Saturdays at 9:30am March 28 - April 25 May 9 - June 13 - July 11 - Aug. 15 Sept. 12 - Oct. 10 - Nov. 28 - Dec. 26 All are welcome! For more information, call St. Paul's Church, Nampa 466-7031	Amistad Cristiana de Wilder UMC Esquina de 4 y calle B Domingos Servicio: 12:00 pm El Ropero (Banco de ropa) Miercoles 12- 2pm Martes y Jueves: 6:30 pm Ingles Sabados: 12:00 pm Arte Infantil Todo en Espanol, Inf. 989 7508

THANK YOU

We are very humbled and amazed at the mighty hand of our Lord. We are in awe of all the caring hearts. There are so many people to thank the list goes on forever, so does our appreciation. Thank you all for all your hard work, for giving, for praying and for loving us! God is good. Thank you Snake River Mart, FFA Class, Owyhee Lanes & Restaurant, Blackstocks, 4-H club and all the businesses and people behind the scene who donated, sold and bought. You have given us a peace that is indescribable. Thank you, Mike & Lili Dines

HELP WANTED

WICAP is recruiting currently for a Bus Driver in Marsing and for future openings in Canyon Co. Exp transporting children or groups. CDL w/ P & S endorsements. Bilingual desirable, not req. 16 -40 hrs wk, 37 –50 wks per year. Entry \$9.86. Obtain application pkg at www.wicap.org or contact WICAP HR at, 642-9086 . Closes 10/30/09 at 5:00 p.m. EOE/AA

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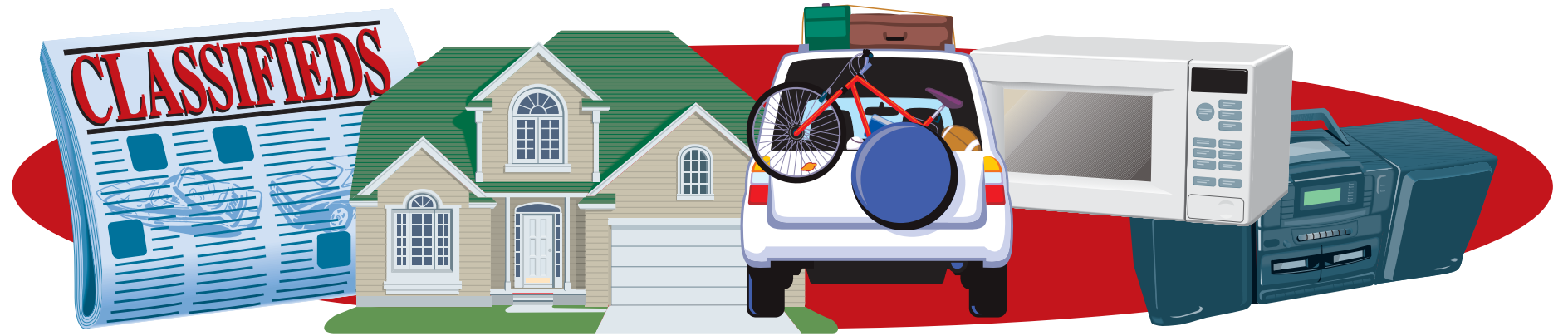
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Storages for rent, Pioneer Mini Storage, 4155 Pioneer Rd, Homedale. 208-337-4589, 208-573-2844
Homedale, 1 & 2 bdrm apartments avail. Rent from \$395-\$550 plus deposit. Allen Property Mgmt 467-2132
Marsing Storage, Inc., Hwy 55 & Van Rd. Boat & RVs welcome. Call 208-830-1641

WANTED
Wanted: chickens, guineas, male white duck pekin. Call 896-4671

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The Buck Stops Here! Come see our 4 for \$1.00 bargains! Oct 28th-30th! 124 W Idaho in Homedale.

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Whirlpool washer/dryer, stackable, deep stainless steel tub, dryer 110 volt, \$650 will negotiate, cash only. Kathy 208-571-3268
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King-sized pillowtop mattress New, in bag, with warranty. List \$750. Sacrifice \$199. 208-921-6643
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CURRENT LISTINGS

*PASTORAL SETTING 3 bed/1 bath on 9.82 acres Parma \$199,000
*FABULOUS \$400 s.f. home on 7.35 acres in Homedale Schools. Canyon County wine country. \$575,000
*ACREAGE 35 ac. bare ground w/ approx. 2,000 feet of Succor Creek - INCREDIBLE! NEW PRICE! \$675,000
*AWESOME OASIS 42 ac. w/ irrigation. 3 bed/3bath home. Homedale Schools - NEW PRICE! \$740,000
*COZY 3 bed/1 bath home in Homedale. Don't be shy, bring us an offer! NEW PRICE! \$74,500
*PURPLE SAGE 3 bed/2 bath home on .63 ac. Original owner. Very Clean. NEW PRICE! \$169,000
*PARMA Unbelievable 4 bed/2 bath home on .31 acre lot. Immaculate. NEW PRICE \$118,400
*CANYON ESTATES in Owyhee County, 5 bed/2bath manufactured home on foundation on 1.49 acre lot. A lot of WOW for the price! \$190,000
*CANYON ESTATES: 1.37 acre building lot, approved for manufactured homes, in Owyhee Co. \$50,000
*AVAILABLE: 1+ acre building site, gentle slope, nice view, Homedale Schools - NEW PRICE \$25,000
*WILDER RIM: Room for horses on 2.62 ac. w/3 bed/2.5 ba home w/shop - ~~\$299,900~~ \$279,900

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Marsing city council: Continued from Page 3B

Aron Streibel



Age — 34
Occupation — Caldwell Police officer
Family — Janna, wife; sons Brennen, Ethan and Jamison
Years living in Marsing — I have lived in Owyhee County near Marsing since I was 9 years old. I have lived in Marsing for over one year
Political or civic involvement — Worked for the Owyhee County Sheriff’s Office for eight years, four as a posse member, the last four full time; volunteer driver for the Marsing Ambulance
Qualifications for Marsing City Council — I am a resident of Marsing City and I care about this community

Why are you running for office?
I am running for city council because I enjoy being involved in this community. I want to be a part of its growth and success, and I have seen things that I feel need to be improved.

What are the skills and experience you could bring to the position?
The experience I can bring to the city council is that I was a law enforcement officer in this community for four years. I have seen many of the needs of the town and the citizens. I have virtually grown up in Marsing and have an invested interest in our town. I have an open mind and am willing to look at different views, while being willing to stand up for what is right.

What are your plans for the position should you win?
When I get voted on the city council I will be willing to hear the needs of our citizens. I plan to support controlled growth, local businesses, and business owners.

What are the positive aspects of the city?
Marsing is a beautiful town with a wonderful location. The biggest asset Marsing has is our citizens. Marsing is a close-knit community that is willing to help one another when things get tough.

We have the Fire Department and Ambulance service staffed by people willing to volunteer their time and assets to help others. We have a great school. Marsing sits on a busy state highway and receives a lot of traffic, which can be bad at times, but it is also good for our businesses.

What would you like to improve about the city, and how would you go about accomplishing that?
First of all I would like to improve the communication between the City of Marsing and the citizens. I will be willing to listen to comments and concerns of the citizens. I will be open to suggestions and be willing to take those to the city council. I will support improvement projects in the city, so long as it does not burden the taxpayers. I would like to see more festival-type events in Marsing to attract more business for our local businesses. I also support better communication with the county for planning and zoning and coordinating growth. It is important to also coordinate with our neighboring cities when planning events so there is less conflicts with the scheduling of planned events.

What are the most crucial issues facing the city and how would you address them?
I feel one of the most crucial issues facing the City of Marsing

right now is, of course, the economy. Everyone talks about cuts here and there and budget shortfalls. We cannot ignore the fact that Marsing has been hit by the slump in the economy, and we do not know how long it is going to last. Marsing is not unlike other cities facing financial hardship. Look at the recent rate hikes in our city services. I understand that the city has financial responsibilities, just like our citizens. I plan to address the financial issue, carefully weighing the need for fulfilling financial and other responsibilities with the effect it will have on our citizens. I will look at all options and be willing to hear ideas for solutions and avoid the “because that’s the way it is” mentality.

Another issue facing Marsing is growth. I support growth, if it is planned and controlled so that it does not become a burden on the city and its people. Controlling growth is important for infrastructure. Marsing is going to grow whether we like it or not, we might as well accept that and make it the best we can.

How many city council meetings have you attended in the past year? How many in your time in the city?
No answer given

Are there any other specific issues that the city council needs to address?
No answer given

How do you gauge how the city government has been run, and what changes need to be made?
I think the city government has needed more input from the citizens and more communication. We need to encourage people to become involved. I think that we need to be more “forward thinking” in dealing with issues facing the city. We need to take care of the issues facing us right now, but if we fail to also plan ahead we will not be gaining anything.

In what direction does the city need to proceed and how will you get it there?
The city needs to proceed forward. This means we need to get through the current financial issues while still planning for the future and finding ways for the city to make money so that it does not have to place such a heavy burden on the citizens.

What are your views on the following issues?
Infrastructure improvement plan — Infrastructure is an integral part of the city that cannot be ignored and needs to be maintained. For there to be growth, there needs to be proper infrastructure.
Areas of impact — No answer given

Raymond Usog

Age — 40
Occupation — Account executive, Canyon Outdoor Media
Family — Divorced, two children: Patrick, 17, and Kristin, 16
Years living in Marsing — 35 years

Why are you running for office?
My commitment to the City of Marsing is 100 percent. I do not believe in Democrat or Republican decisions when it comes to the City of Marsing. I believe you do what is right for the City of Marsing.

What are the skills and experience you could bring to the

position?
Problem solving; I believe in compromising where needed.

What are your plans for the position should you win?
To work closely with other city officials to see where improvement is needed and to act on it. There is no sense in looking at the past and dwelling on past decisions. We as a community must move forward. To prepare for the future we must decide now.

What are the positive aspects of the city?
Sense of Community. It is a great feeling knowing that the adults around Marsing are the same ones you grew up with. It is not a college degree that defines a person’s attitude in life. It is the community a person grew up in. Growing up in Marsing, waving to people you know, just like it was

when I was growing up here. You cannot just move here and say, yea this is a nice place. Unless you’ve grown up and felt the sense of community... at the various functions. You will not understand the full value of a small hometown community.

What would you like to improve about the city, and how would you go about accomplishing that?
Growing up here. I can remember walking past houses on my way to Snake River to do some fishing. I see some of these homes and I have to ask what happened? We have a tremendous amount of traffic flowing through Marsing daily. Marsing is the “first” impression of newcomers driving to Boise, I think a sense of pride needs to be renewed upon residents who live here.

What are the most crucial issues facing the city and how would you address them?
It is my understanding that the water is the current crisis. I am glad that the current city council took the steps needed to correct this issue. I will do what is needed to continue their work on this issue. I give them credit for making a very tough decision.

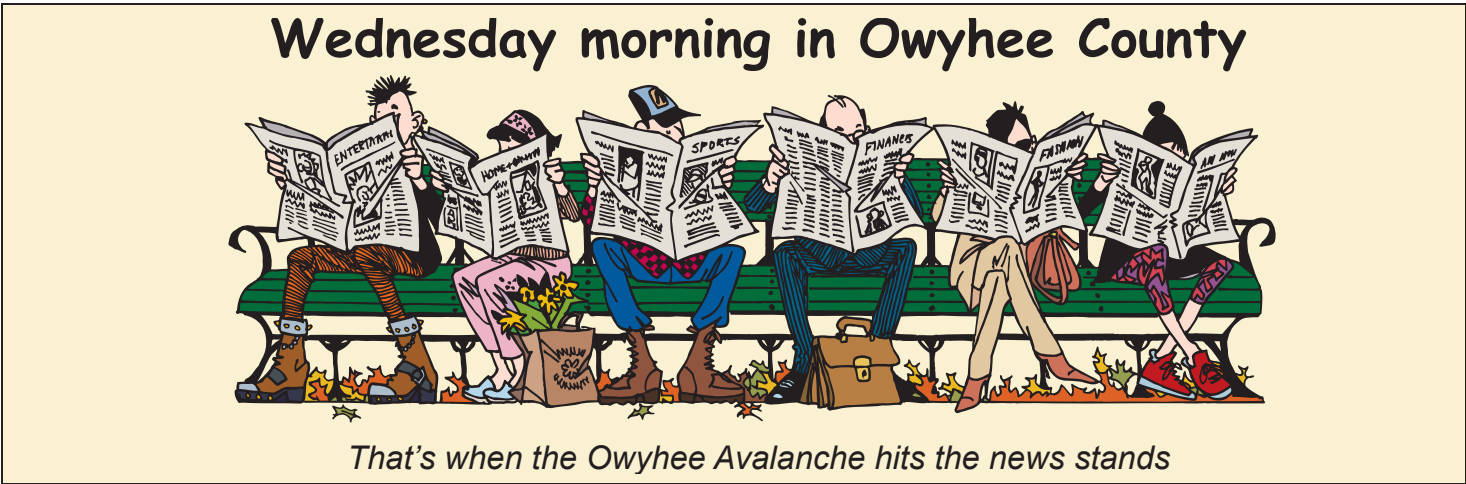
How many city council meetings have you attended in the past year? How many have you attended in your time in the city?
No answer given

Are there any other specific issues that the city council needs to address?
None at this time

How do you gauge how the city government has been run, and what changes need to be made?
I give them high marks. They are doing the best they can with what is before them. That is all we as citizens can ask for.

In what direction does the city need to proceed and how will you get it there?
Marsing as a whole needs to move forward. We can still have that small town atmosphere with more businesses in town.
We need to be asking companies why is Marsing not being considered for a business? What can we do to get companies to consider Marsing?

What are your views on the following issues?
Infrastructure improvement plan — Upgrade where needed.
Areas of impact — None at this time.



GV council elections

Grand View candidates Franklin Hart and Marie Hipwell did not return candidate questionnaires to The Owyhee Avalanche. Until Monday David Buffington’s identity as a write-in candidate was not known, so he never received a questionnaire. All three are running unopposed.