

MINUTES OF THE REGULAR MEETING OF THE WOOD RIVER FIRE PROTECTION DISTRICT

Call Meeting to Order: Chairman Commissioner Jay Bilet called the meeting of the Wood River Fire Protection District to order on April 28, 2021 at Wood River Fire District Station 3, 11053 State Hwy 75, Bellevue, Idaho at 3:00 PM.

Call Public Hearing Open To Amend the Fiscal Year Budget 2021 motioned by Commissioner Garman, seconded by Commissioner Kavanagh, all in favor, motion approved at 3:02 pm.

Attendance: Commissioners Jay Bilet, Steven Garman, Dennis Kavanagh, Chief Ron Bateman, Office Manager Stephanie Jaskowski

Open session for public comments:

Commissioner Bilet spoke of his experience with the Blaine County Ambulance District meeting the other day with Chief Bateman who presented his purposed BCAD Budget. He thought the meeting was extremely disappointing with Commissioner Greenberg accusing us of "too good of service" as Greenberg thinks one ambulance sitting at Station 1 was fine and threatened to seek alternative Ambulance Service Providers. Commissioner Bilet is not online with this concept and he will speak with Commissioner Fosbury to fight this opinion, the commissioners held discussion, Chief recommended enlisting help from other sources. Commissioners Garman will also engage Commissioner Fosbury to further his education on our improved response services to the community. Chief shared ironically, our staff is on a serious call at this very moment on a CPR call in Carey with a paramedic and paramedic student from Station 3 along with our Paramedic and Advanced EMT from Station 1. We had to ask for Ketchum to come down to standby along with Hailey and Paid on Call Staff, as the current crew in Carey would be 30 minutes to respond to a local call.

Commissioner Kavanagh discussed the Indian Creek Fire and implications of fire suppression cost responsibilities to the Homeowners Association. Chief Bateman reviewed with BLM, the Forest Service and Sun Valley Fire Department who were gracious and will not send out financial burdening invoices to the association. Neither will Wood River Fire Protection District.

OM Jaskowski read the following email from Diane Barker;

Dear Stephanie, if you could present this as well as let me know that you got this email. Thanks.

You may or may not know that I have been interested for some years in preventing wildland fires. In the past I served Blaine County as the Vice Chair of the Wood River Regional EMS Association and as a Chair of a subcommittee for LEPC. I also took a lead roll in the ambulance district levy in 2007-08?, as well as modeled fire-based EMS against stand alone or hospital-based EMS, thus reaffirming our local fire-based approach. As such I met with fire chiefs in Blaine County regularly.

While I am not on any committee right now, I have an interest in trying to collaborate between all our fire districts to improve our Burn Permits. This is low hanging fruit that we can seize upon to reduce the chance of wildfire.

I reviewed the permits for Wood River Fire and Rescue as well as for Ketchum Rural. I did not have access to the other districts. I compared these two against other fire districts in the West and found many ways to improve our permits to give real information to the permit holder. If we could collaborate on one informative document, then each Blaine County fire district would be free to all or part of it and plug in their own particulars.

Other permits provide the following important information that we might want to consider adding to our documents:

- Dates: Many permits only allow burning during low hazard months such as October - May.
- Times: All other permits have hours for burning including things like: daylight hours only, or fires only allowed 8:00 am - noon (we all know the wind comes up in Blaine after noon).
- Conditions: Most permits say that burning is not to be ignited unless winds are below 5 mph and that fires must be extinguished if winds reach 10 mph (I know the average person cannot estimate wind speed, but having it on the permit makes them THINK about it).
- Tools required: a charged garden hose or at least two 5 gallon buckets filled (I prefer the garden hose only option). A shovel, fire extinguisher, a CELL PHONE, etc...
- Size of burn pile: Most permits state the pile must be less than 4 feet in width and less than 4 feet high.
- Location: Most permits say the burn must be 50' away from a structure and at least 10' from a property line.
- Attendance: Permits say that the fire must be attended AT ALL TIMES by an adult.
- Quantity: Only one burn pile going at any one time.
- Permit must be present: Folks have to have that permit in their pocket. This makes them actually read it BEFORE starting a fire rather than "working from memory" of a previous reading.
- Fines: Big fines for non-compliance with the burn permit rules will deter people from bending the rules.
- Permit Fee: I believe a hefty permit fee would encourage people to go to the dump rather than burn.
- Alternative to Burning: Notify the public that the landfill allows one FREE load of yard waste per week and every load after that is \$10/ton which for a truck load might come to a couple bucks.

I think this is any easy project to produce a better document. We can cut and paste from the documents I have collected. I would be happy to spearhead the project if I could have a committee of at least: one person with word processing skills, at least one chief, at least one fire person with interest/knowledge of wildland fire, and any other person interested in forming a great document that just might prevent one tragic fire.

I have attached examples of what other fire departments are providing to/requiring of the public. These other districts make it tedious to burn yard waste. And I think we need to make it much more tedious as well. A fire affects ALL of the citizens of Blaine County in an adverse way. The fire departments are duty bound to protect all citizen's interests, not just make it easy for the folks who want to have a burn pile because "that's the way they have always done it".

First, while I will truly be happy to spearhead this project, I also am happy if an experienced fire person wants to do it. I realize sometimes fire departments don't really want a private person without current credentials to volunteer. So It will not hurt my feelings.

Second...an FYI....what is it that got me off my butt to write about this? Well, I am building a house at 122 Blackfeet Drive, and that fire caused me to not only get off my butt on the burn permit, but also to reach out to the Idaho Dept of Lands about a sweet little spot out Indian Creek that some campers are trashing and having overly large campfires in an area where there is no water (no creek).

I regularly put out unattended campfires along with many of my friends who consider themselves stewards of our land. We all need to chip in this season considering how dry it is out there!

Diane Barker
PO Box 788
Hailey, ID 83333
208-720-3438

She included copies of other fire department's Burn Permits for example to consider.

The commissioners held discussion and Chief Bateman will be in touch with Ms. Barker.

Action Item: Approve and Sign Meeting Minutes from the Regular Meeting on March 17, 2021.
Commissioner Garman motioned to approve the minutes from March 17, 2021 Regular Meeting, Commissioner Kavanagh seconded the motion. All in favor, motion carried.

Action Item: Approve and Sign Meeting Minutes from the Special Meeting on March 25, 2021.
Commissioner Garman motioned to approve the minutes from March 25, 2021 Special Meeting, Commissioner Kavanagh seconded the motion. All in favor, motion carried.

Action Item: Approve and Sign March 2021 Payables. **Commissioner Garman motioned to approve and sign the March 2021 Payables; Commissioner Kavanagh seconded the motion. All in favor, motion carried.**

Old Business: None

Chiefs Report:

ITEM: Operational and Financial Updates (Chief's Report)

DESCRIPTION: Operational. As of April 23rd, there have been 205 days in FY 2021 (4920 hours) and 3 days (72 hours) without 4-person staffing. Therefore, we are up from last month and just a touch over my goal of 98.5% **at 98.54% of FY 2021 at 4-person staffing**. If we can manage another perfect month, at our next board meeting we will be at 98.73% for the year. *Consistency* was something I articulated at the JPA meeting in February 2020, and it's listed in the *Blaine County Outcome-Based Budgeting Guide*, under culture, leadership and systems. This is a proud accomplishment and I especially want to celebrate the folks who jump in – at the 11th hour – to fill a vacancy created by injury or illness.

Financial. Last week, Stephanie processed our 15th payroll of the fiscal year. We are on the backside of the FY and our pace looks like this:

Line Item 6010 – Line Personnel	\$707,500 / \$734,681 (96.30%)
Line Item 6020 – TFT Personnel	\$159,891 / \$169,728 (94.20%)
Line Item 6030 – PT / POC Personnel	\$155,586 / \$129,648 (120.00%)
Line Item 6040 – Admin Personnel	\$210,243 / \$214,720 (97.91%)
Total	\$1,235,000 / \$1,252,377 (98.61%)

As a reminder, personnel costs (including benefits, etc.) are 83.4% (\$1,841,069 / \$2,207,240) of our FY 2021 Operational Budget. **Nearly halfway through FY 2021, we are on pace with personnel costs to finish at \$1,819,200 / \$1,841,069 (98.81%).** This is nearly identical to where we were at our March meeting.

As we've noticed all year the one individual line item that is out of whack is PT / POC Personnel. It was the toughest to predict and it is worth mentioning that the FY 2022 Draft Budget has that line item at \$166,440, just over \$10,000 more than our pace right now. I think that this will accommodate a similar level of PT / POC participation and hourly rate increases.

ACTION PROPOSED: *No action is needed or requested, but I do want to encourage discussion and dialogue from the BoFCs with respect to any financial and operational reality.*

New Business:

ITEM: Lease Agreement with Life Church for the Purchase of Land (Chief's Report / Action Item)

DESCRIPTION: We received (from Janine Bear) an edited version of the lease purchase agreement on Friday night, April 23rd. Chereese clarified some of those edits on Monday and finalized the lease purchase agreement last night. In her email, she included a bulleted list of items that I have included with this report, so you can see the "highlights." At the bottom of her correspondence Chereese, "recommend[s] this draft to be approved by the District."

I spoke with Pastor Hendricks this morning and, if signed, I will meet him tomorrow before our staff meeting so he can get approval from his board for a signature ASAP. He will be out of town next week and is hoping that this is all signed by COB this week.

ACTION PROPOSED: If approved, I will forward to Pastor Hendricks this week. *Subject to any discussion, I would ask for a roll call vote and, subsequent to approval, signatures on the agreement.*

Chief reviewed Chereese's Letter to Janine Bear (A representative for the Life Church) the summarized steps and clarification of the agreement to acquire the parcel. Chief reviewed WRFPD cash assets vs current Fiscal Year expenditures and projections with the board and it relates to the budget amendment and this land acquisition and the ability to get bond funding for construction. The commissioners reviewed with Chereese McLain, Attorney, MSBT Law via phone certain points of the agreement to clarify monies, deposit, procedure and held discussion.

Action Item: Commissioner Garman motioned to approve the Lease Purchase Agreement with the Life Church for 2.46 acres land acquisition for a new station. Commissioner Kavanagh seconded the motion. All in favor, motion carried.

ITEM: Amending the 2021 Budget (Chief's Report / Action Item / Public Hearing)

DESCRIPTION: With the opportunity to purchase 2.46 acres of land for a future fire station, we began to make adjustments with our FY 2021 Capital Budget and the amount of the transfer to that fund, so we might make a \$450,000 payment this fiscal year (the highlighted amount is \$460,000, because it includes the \$10,000 "lease" fee).

In the approved FY 2021 Budget that transfer to Capital was \$150,000. We are amending it to \$300,000 today. I have also re-labeled a \$50,000 "Land Purchase / Station Improvement" line item as "Program Costs – Architect." You may notice some small difference in some 6000- and 6100-line items. There were some tiny errors that Stephanie and I discovered after the budget was approved last year. For example, the formula I used for Stephanie was only for a 1.5% increase and not the 2%. These changes and the correlative PERSI, OASDI, etc. fluctuations are what you see.

We have posted this hearing in accordance with Idaho Code.

ACTION PROPOSED: The amended Operations Budget shows a FY 2021 ending balance around \$1,290,000. Stephanie and I genuinely believe that will be \$200,000 more, based upon calculations. See included "Dry Erase Board Math." *Subject to any discussion, I would ask for a roll call vote.*

The Commissioners held discussion

Action Item: Commissioner Garman motioned to close the Open Hearing to Amend the Fiscal Year 2021 Budget at 4:10 pm. Commissioner Kavanagh seconded the motion. All in favor, motion carried.

Action Item: Commissioner Garman motioned to amend the Fiscal Year 2021 Budget as reviewed. Commissioner Kavanagh seconded the motion. All in favor, motion carried.

Action Item: Establish FY2022 Budget Hearing Date in August for the Wood River Fire Protection District

Commissioner Garman motioned to hold the FY2022 Budget Hearing concurrent with the regularly scheduled Commissioner Meeting on August 18, 2022. Commissioner Kavanagh seconded the motion. All in favor, motion carried.

Action Item: Reschedule May Meeting Date

The commissioners held discussion and determined a new May meeting day, along with changing July's meeting date.

Commissioner Garman motioned to hold the May meeting on Friday, May 21st – at 5:00 pm. Commissioner Kavanagh seconded the motion. All in favor, motion carried.

Commissioner Kavanagh motioned to hold the July meeting on Wednesday July 14th – at 3:00 pm time. Commissioner Garman seconded the motion. All in favor, motion carried.

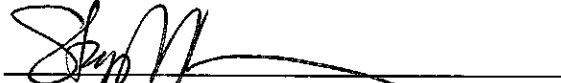
Any Other Business:

Commissioner Garman thanked Chief for his assistance with a medical issue at his home last night. Commissioners gave appreciation and commended Captain Ron for his work developing the land acquisition opportunity.

Commissioner Kavanagh has been given access to a drone flight video of the Indian Creek Fire property for us to utilize for future use.


Adjourn: Commissioner Garman motioned to adjourn the regular meeting and Commissioner Kavanagh seconded the motion for Adjournment at 4:20 pm. All in favor, motion carried.


Meeting Adjourned.


Stephanie Jaskowski, District Clerk

APPROVED:


Jay Bailet, Chairman


Steven Garman


Dennis Kavanagh

Date: 5/21/21

Dry Eraseboard Math

CAPITAL

OPERATIONS

Balance 10/1/20	\$525,000		\$1,460,000	
Transfer	\$150,000		\$150,000	
Total	\$675,000		\$1,310,000	
Lease / Architect	\$91,400			
Balance 4/28/21	\$583,600		\$1,676,400	\$2,260,000
Additional Trans	\$150,000		\$150,000	
Total	\$733,600		\$1,526,400	
Land Down	\$460,000	BCAD - 5 Months	\$497,000	
Program Fees	\$50,000	Tax Share	\$370,000	
Balance 10/1/21	\$223,600	Sales Tax Share	\$18,000	
		Total	\$2,411,400	
		Est. of 5 Mos. Exp.	\$890,000	
		Total	\$1,521,400	
		Stryker Grant	\$25,000	
Balance 10/1/21	\$223,600	Balance 10/1/21	\$1,496,400	\$1,720,000

2021 Wood River Fire Rescue

Statement of Net Position - Operations Amended April 2021

Balance, October 1, 2020		\$1,440,000
Operating Reserve / Beginning Balance		
Wood River Fire Rescue	\$1,440,000	
2021 District Operating Revenue		\$2,057,240
Total		\$3,497,240
2021 District Expenses		\$2,206,807
Balance, October 1, 2021		\$1,290,433
Net Operational Gain / Loss		-\$149,567
2021 Fund Balance Percentage Increase / Decrease		-10.39%
Fund Balance as Percentage of Prior Year's Expenses		58.48%

FY 2021 Wood River Fire Rescue Statement of Net Position - Capital Amended April 2021

Balance, October 1, 2020		\$525,000
Capital Reserve / Beginning Balance		
Wood River Fire Rescue	\$525,000	
2021 District Capital Revenue		\$300,000
Capital Transfer (from Line 5000)	\$300,000	
Grant Revenue	\$0	
Total		\$825,000
2021 District Capital Expenses / Capital Budget		\$610,000
Repeater Capital Hardware	\$10,000	
Engine 611 Lease Payment	\$78,000	
Computers	\$6,000	
Program Costs - Architect	\$50,000	
Downpayment Land Purchase / Lease Agreement	\$460,000	
Equipment	\$6,000	
Balance, October 1, 2021		\$215,000
Net Capital Gain / Loss		-\$310,000
2021 Fund Balance Percentage Increase / Decrease		-59.05%

FY 2021 Wood River Fire Rescue Budget - Amended April 2021

Beginning Fund Balance, October 1, 2020		\$1,440,000
 Revenue		
4000 - Fire District Related Revenue		\$1,086,713
4010 - Fire District Levy	\$1,086,713	
4100 - Ambulance District Related Revenue		\$1,192,027
4110 - Ambulance District Contract	\$1,192,027	
4200 - Other Revenue		\$78,500
4210 - Plans Reviews	\$15,000.00	
4220 - Burn Permits	\$3,000.00	
4230 - Interest Earned (LGIP)	\$20,000.00	
4240 - Sales Tax Share	\$25,000.00	
4250 - AG Exemption	\$1,000.00	
4260 - Services Billed / BLM Reimburseme	\$9,000.00	
4270 - Grant Income	\$4,500.00	
4280 - Proceeds from Sale of Net Assets		
4290 - Miscellaneous / Donations	\$1,000.00	
 Total Revenue		 \$2,357,240
 Fund Transfers		
5000 - Fund Transfers		
5010 - WRFR Capital Fund		\$300,000
Total Fund Transfers		\$300,000
Total Operating Revenue		\$2,057,240

CONTRACTUAL

5100 - Legal		\$15,000
5200 - Financial		\$12,200
5210 - Accounting	\$5,000	
5220 - Audit	\$6,800	
5230 - Bank Charges	\$400	
5240 - Miscellaneous Financial Services		
5300 - Statutory / Contingency		\$20,716
5310 - Contingency	\$20,716	
5400 - Elections		\$1,000
5500 - Insurance		\$18,000
5510 - VFIS	\$18,000	
5520 - Other		
5600 - Professional Dues		\$3,000
5700 - Information Technology		\$5,000

PERSONNEL

6000 - Personnel		\$1,252,083
6010 - Line Personnel	\$734,037	
6020 - TFT Personnel	\$169,728	
6030 - PT / POC Personnel	\$129,648	
6040 - Admin Personnel	\$215,070	
6050 - Commissioner Compensation	\$3,600	
6100 - Employer Contributions		\$576,554
6110 - PERSI	\$152,157	
6120 - OASDI / Medicare	\$95,784	
6130 - Workers Compensation	\$34,976	
6140 - Gym / HRA / EAP / Life / MERP	\$25,825	
6150 - Health Insurance	\$188,052	
6160 - Dental	\$14,247	
6170 - Overtime	\$36,151	
6180 - Comp Time Paid	\$29,361	
6190 - Unemployment	\$0	
6200 - Member Health, Wellness and Incentives		\$12,000
6210 - Annual Dinner	\$6,000	
6320 - Peer Support Program / Team	\$5,000	
6330 - Vaccinations	\$1,000	

OPERATIONS

7000 - Fuel / Oil		\$20,000
7100 - Apparatus		\$22,900
7111 - 2017 Ford WC (Ambulance 611)	\$1,500	
7112 - 2015 Chevy 3500 WC (Ambulance 612)	\$1,500	
7113 - 2017 Rosenbauer Engine (Engine 613)	\$2,000	
7121 - 2010 HME Engine (Engine 621)	\$2,000	
7122 - 2002 HME Engine (Engine 622)	\$2,000	
7123 - 1996 Ferrara Ladder (Truck 621)	\$2,000	
7131 - 2010 Ford WC (Ambulance 631)	\$1,500	
7132 - 2004 Ford Type 6 (Brush 632)	\$4,000	
7133 - 1995 Ferrara Type 1 (Engine 631)	\$2,000	
7134 - 1993 Ferrara Type 1 (Tender 631)	\$2,000	
7141 - 2016 Ford F250 (Chief 61)	\$800	
7142 - 2004 Ford F250 (Squad 611)	\$800	
7143 - 2002 Chevy 2500 (Squad 612)	\$800	
7200 - Communications		\$38,555
7210 - Dispatch Fees	\$27,000	
7220 - 700 Mhz Radio User Fees	\$2,025	
7230 - PSS Implementation	\$2,197	
7240 - PSS CAD / RMS	\$2,833	
7250 - PSS - Maintenance		
7260 - Active 911	\$500	
7270 - Repeater Maintenance	\$4,000	
7290 - Miscellaneous		
7300 - Operations		\$5,500
7310 - Incident Rehab	\$1,000	
7320 - Operations General	\$1,000	
7330 - Oil / Fluids / DEF/ Foam	\$3,000	
7390 - Miscellaneous	\$500	
7400 - Equipment Maintenance		\$11,300
7410 - Gas / Elec / Battery Powered Equipment	\$800	
7420 - Equipment General	\$4,000	
7430 - UL Ladder Testing	\$4,000	
7440 - Hand Tools	\$1,000	
7450 - SCBA	\$1,000	
7490 - Miscellaneous	\$500	

ADMINISTRATION

8100 - Station / District Utilities		\$34,600
8110 - Station 1 (Walnut)	\$6,000	
8120 - Station 2 (3rd Ave)	\$3,000	
8130 - Station 3 (Bellevue)	\$9,000	
8140 - Satellite / Telephone / Internet	\$15,000	
8150 - Trash Removal	\$1,600	
8200 - Station Repair / Maintenance		\$24,000
8210 - Station 1 (Walnut)	\$10,000	
8220 - Station 2 (3rd Ave)	\$4,000	
8230 - Station 3 (Bellevue)	\$10,000	
8300 - Station / Office Supplies		\$9,000
8310 - General	\$2,500	
8320 - Computer / Small Equipment	\$1,000	
8330 - Postage / Shipping Fees	\$500	
8340 - Copiers	\$5,000	
8400 - Miscellaneous		\$2,500
8410 - Meeting / Incident / Training	\$2,000	
8420 - Subscriptions	\$500	

**AGREEMENT FOR LEASE WITH OPTION TO PURCHASE PROPERTY
BETWEEN
WOOD RIVER FIRE PROTECTION DISTRICT AND LIFE CHURCH WOOD RIVER
INC.**

THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY ("Agreement") is entered into by and between Wood River Fire Protection District, a duly formed and existing fire protection district pursuant to the laws and Constitution of the State of Idaho ("Buyer"), and the Life Church, a non-profit corporation organized under the laws of the State of Idaho ("Seller").

RECITALS

WHEREAS, Seller owns approximately 2.46 acres of real property further identified in Exhibit "A";

WHEREAS, Buyer desires to lease property with the option to purchase this property;

WHEREAS, pursuant to Idaho Code § 31-1419, Buyer is authorized to acquire real property to carry out the duties under Section 14, Title 31, Idaho Code; and

WHEREAS, Buyer has identified a need for a district station to be located within Blaine County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Seller and Buyer agree as follows:

1. Lease. The District agrees to lease said property until September 30, 2022 for a total of Ten Thousand Dollars \$10,000.00. This amount due immediately upon approval of this agreement by both parties.
2. Purchase and Sale. Subject to the terms and conditions hereof, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller that certain parcel of real estate sketched in Exhibit "A" of approximately 2.46 acres attached hereto and made a part hereof, including, without limitation, any right, title, and interest of Seller in and to adjacent streets, alleys, rights-of-way, easements and any and all tenements, hereditaments, and appurtenances pertaining thereto (together the "Property"). Buyer shall provide written notice at least 60 days prior to expiration of the lease of its intent to exercise the option to purchase property.
3. Option to Purchase and Price. The option purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be Eight Hundred Eighty Five Thousand Dollars and Zero Cents (\$895,000.00). On the Closing Date, no later than September 30, 2022, Buyer shall deliver the Purchase Price to the Title Company, acting as escrow agent, by wire transfer or other form of immediately available funds, payable to Seller at closing, subject to the prorations and adjustments identified in Paragraph 8 of this Agreement, if any. Paragraphs 3-9 only apply if the Purchaser

implements the option to purchase.

4. Title Commitment. Seller will provide a Seller's standard title insurance commitment (the "Commitment") for a policy of title insurance on the Property issued by Pioneer Title Company, Ketchum, Idaho 83340 ("Title Company"). Buyer shall promptly notify Seller of any exceptions to insurability noted by the Title Company or commitment that Buyer finds unacceptable. Buyer hereby agrees to accept title to the Property subject to the exceptions noted thereon and as cured (collectively, the "Permitted Exceptions").
5. Title Policy. Seller shall cause Title Company to deliver to Buyer on the Closing Date a standard Seller's policy of title insurance ("Title Policy"). Buyer shall pay the basic premium for the Title Policy and shall pay for any special endorsements or extended coverages that Buyer desires to obtain; provided, however, that issuance by the Title Company of any special endorsements or extended coverages ordered by Buyer shall not be a condition of closing.
6. Covenants and Representations. Buyer and Seller hereby make the following covenants and representations:
 - (a) Other than as stated herein, Seller has the requisite power and authority to enter into and fully carry out this Agreement and any sale of the Property made pursuant hereto.
 - (b) Buyer has the requisite power and authority and has taken all steps necessary to enter into and fully carry out this Agreement and any purchase of the Property made pursuant hereto.
 - (c) Seller has not and shall not commit any act or omission that would cause the imposition or creation of any lien, charge, or encumbrance for which payment has not been made, secured, or otherwise provided for and which might otherwise result in the imposition of a mechanic's lien or similar lien against the Property.
 - (d) Seller shall not enter into or cause to be entered into any written or oral lease for the Property or any portion thereof from the date hereof to the Closing Date without first obtaining the written consent of Buyer.
 - (e) Buyer shall secure approval of a lot line adjustment or other required land use approvals to provide a legal parcel for said 2.46 acres as depicted in Exhibit "A". Buyer shall secure a legal survey for the 2.46 acres. Buyer is responsible for all associated costs for County land use approval.
 - (f) Buyer has notice that landscaping encroachments by an adjacent owner may exist over the property.
 - (g) Buyer acknowledges that it has been afforded the right and opportunity to

enter upon the Property and make such tests and inspections of the Property as Buyer desires, including, but not limited to, those related to soils, environmental issues, pests, molds and allergens, and engineering matters. Buyer acknowledges that some conditions that may be material to Buyer may not be discoverable without inspections and/or testing from qualified professionals. Buyer acknowledges that Seller and its agents, officers, attorneys, and employees make no representations or warranties (express or implied) with respect to, and shall have no liability to Buyer for, (a) the conditions of the Property or any buildings, structures, or improvements thereon, or the suitability, habitability, merchantability, or fitness of the Property for Buyer's intended uses, or for any use whatsoever; (b) the Property's compliance with any applicable building, environmental, safety, zoning, or fire laws or regulations or with respect to the existence of or compliance with any required permits, if any, of any governmental agencies; and (c) any other matter relating to the conditions of the Property. Buyer warrants to Seller that Buyer will make all of the investigations and inspections Buyer deems necessary in connection with its purchase of the Property and Buyer will be deemed to have approved without reservation all aspects of this transaction, including but not limited to the physical conditions of the Property and the use, title, and financial aspects of the operation of the Property. Buyer agrees that Buyer is acquiring the Property in a "where-is" "as-is" condition, with all faults with respect to any and all facts, circumstances, conditions and defects, whether known or unknown, relating to the Property. Buyer expressly understands and acknowledges that it is possible that problems, conditions, or claims may exist with respect to the Property unknown to Buyer and that Buyer explicitly took such into account in determining the purchase price for the Property, and that a portion of such consideration, having been bargained for between the parties, was with the knowledge of the possibility of such unknown problems, conditions, or claims.

7. Nonappropriation. If the governing body of the District fails to specifically appropriate sufficient funds to make the payments due in any fiscal year which begins October 1 and ends September 30 ("Fiscal Year") with regard to the purchase of the property and no such appropriation is legally made within two weeks after demand by Seller, an event of nonappropriation ("Event of Nonappropriation") will have occurred, and the term of this Agreement will be deemed not to have been completed and this Agreement will terminate, whereupon District will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Agreement will be deemed in any way to obligate the District beyond its current fiscal year. If the District fails or refuses to provide remaining funds to finalize the Agreement for the next fiscal year as permitted above, makes any payment due for that purpose and relinquishes property as provided in this Agreement, then District will have no further liability under this Agreement.

8. Escrow Closing. The closing of the purchase and sale of the Property shall be effected through escrow at the Title Company, and delivery of the deed and any other documents and payment of the Purchase Price for the Property shall be effected through such escrow. The terms of such escrow shall be pursuant to an escrow agreement in customary form, modified to reflect the transaction contemplated herein. The cost of said escrow shall be borne equally by Seller and Buyer. This Agreement

shall not be merged into such escrow agreement, but the latter shall be deemed auxiliary to this Agreement. In the event of any conflict, the provisions of this Agreement shall be controlling as between the parties hereto.

9. Closing and Obligations at Closing. Subject to any termination of this Agreement permitted hereunder by Seller or Buyer, closing shall take place at the office of the Title Company on a date mutually agreed upon in writing by Seller and Buyer ("Closing Date"); unless such 30-day period is extended by written agreement of the parties. On or before the Closing Date, the obligations of Buyer and Seller shall be as follows:

(a) Buyer shall cause the Purchase Price, plus or minus prorations, if any, to be transferred to the Title Company, as provided herein.

(b) Seller shall execute and deliver a deed conveying title to the Property to Buyer, subject to the Permitted Exceptions as set forth by the Title Company.

(c) Seller and Buyer shall execute such other documentation as is reasonably requested or as is required by this Agreement or applicable law to effectuate the transaction contemplated hereby.

10. Prorations. All expenses and charges in connection with ownership and use of the Property, including real estate taxes, if any, shall be prorated as of the Closing Date. To the extent that information for any such proration is not available on the Closing Date, the parties shall effect such prorations within thirty (30) days after the Closing Date.

11. Default and Remedies. If Seller fails or refuses to comply with the terms of this Agreement, for any reason other than Buyer's default hereunder, Buyer's remedies shall include all those available in law or equity, including, if elected by Buyer, specific performance. If Buyer fails or refuses to comply with the terms of this Agreement, for any reason other than Seller's default hereunder, Seller's remedies shall include all those available in law or equity.

12. Destruction or Damage. In the event that prior to the Closing Date all or any material portion of the Property shall be destroyed or damaged, Seller shall give Buyer notice of such occurrence and either Seller or Buyer shall thereafter have the option to terminate this Agreement in which event all obligations of the parties hereunder shall cease and this Agreement shall have no further force and effect. Seller shall exercise its option to terminate the Agreement by giving Buyer notice of such termination concurrently with the notice of the destruction or damage. Buyer shall exercise its option to terminate the Agreement by giving Seller notice of such termination within thirty (30) days after receipt of notice from Seller. If either party terminates the Agreement under this section, all earnest money shall be immediately refunded to the Buyer.

If Seller elects to terminate, Buyer shall have the option, which must be exercised prior to the Closing Date, to nullify Seller's notice of termination by giving notice to Seller of Buyer's intention to accept the Property "as is" and irrespective of such damage, in which event the parties shall proceed to close this transaction in accordance with the terms hereof and with no reduction in the Purchase Price; provided, however, Seller shall assign to Buyer any and all rights Seller may have to insurance proceeds pertaining to such damage. If Buyer fails to exercise said option prior to the Closing Date, this Agreement shall be deemed terminated and all rights and obligations of the parties hereunder shall cease.

13. Condemnation. In the event of any taking by the exercise of the power of eminent domain of a substantial portion of the Property prior to the Closing Date (such portion as would impair or otherwise affect the present use of the Property will be deemed "substantial"), Buyer shall have the right to terminate this Agreement by giving written notice to Seller prior to the Closing Date. If Buyer elects to terminate this Agreement, all awards and compensation arising out of said condemnation shall be the property of Seller. If Buyer fails to give Seller notice of termination prior to the Closing Date, said right to terminate shall be deemed waived; Buyer shall be credited with or assigned all of Seller's right, title and interest to all awards and compensation arising out of said condemnation; and Buyer shall remain obligated to purchase the Property with no reduction in the Purchase Price. In the event of any taking of an insubstantial portion of the Property prior to the Closing Date (such portion as would not impair or otherwise affect the present use of the Property will be deemed "insubstantial"), Seller shall assign to Buyer all of Seller's right, title and interest to all awards and compensation therefore, and Buyer shall remain obligated to purchase the Property with no reduction in the Purchase Price.
14. Notices. Any and all notices, demands, consents, approvals or other communications required or permitted to be given under this Agreement or applicable law shall be effective only if in writing, signed by the applicable party, properly addressed, and: (a) delivered in person; (b) deposited with the United States Postal Service as first-class mail, postage prepaid, return receipt requested; or (c) sent to the parties at their respective email addresses. Notices shall be effective upon receipt or two (2) business days after mailing, whichever is earlier.

Seller: Life Church Wood River Inc.
Attn: Michael Hendricks
P.O. Box 3490 Hailey, Idaho 83333

Buyer: Wood River Fire District
Attn: Chief Ron Bateman
117 E. Walnut Street, Hailey, Idaho 83333

15. Assignment. Buyer shall not have the right to assign or transfer Buyer's interest in this Agreement without the prior written consent of Seller, which consent may be

- withheld in Seller's sole discretion. Any purported assignment or transfer in violation of this paragraph shall be null and void and of no effect and further, at Seller's election, shall constitute a default by Buyer hereunder, entitling Seller to terminate this Agreement.
16. Brokerage. Each party hereto represents and warrants to the other that no commission or other amount is payable to any person or entity for brokerage or similar services performed with respect to the transaction contemplated herein. Further, each party agrees to indemnify the other for any commission or amount owed to or claimed by any person or entity claiming payment for any such services through the indemnifying party.
 17. Other Acts. Buyer and Seller each hereby agree to perform such other acts and to execute, acknowledge, and/or deliver such other instruments, documents and materials as may be reasonably necessary to effect consummation of the transaction contemplated herein.
 18. Time Is Of The Essence. Buyer and Seller mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date or performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
 19. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.
 20. Exhibits. The Exhibits to this Agreement are incorporated into this Agreement by this reference as if fully set forth herein.
 21. Interpretation. Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. Each of the parties acknowledge having the assistance of legal counsel in reviewing, drafting, and considering the terms of this Agreement, and therefore, in the event of any dispute involving the meaning or construction of the terms of this Agreement there shall not arise any presumption that such terms be construed against one party over the other.
 22. Applicable Law and Parties Bound. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Fifth Judicial District, State of Idaho. This Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the provisions of Paragraph 14 hereof, their respective successors and permitted assigns.

23. Attorney Fees. In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorney fees as a result thereof from the non-prevailing party.
24. Amendments. This Agreement may be amended, modified, or supplemented only by a writing duly executed by both parties, which may be executed in counterparts, all of which shall be deemed to constitute one document.
25. No Merger. The obligations, representations and warranties herein contained shall not merge with transfer of title, but shall remain in effect until fulfilled.
26. Entire Agreement. The parties acknowledge and agree that at all times they have intended that none of the preliminary negotiations concerning this transaction would be binding on either party, and that they would be bound to each other only by a single, formal, comprehensive document containing this paragraph and all of the agreements of the parties, in final form, which has been duly executed and delivered by Buyer and Seller. The parties acknowledge that none of the prior oral agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this Agreement shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this Agreement.
27. No Recording. Buyer shall not record this Agreement or any memorandum or short form hereof.
28. Counterparts. This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.

[SIGNATURES ON FOLLOWING PAGE]

DATED this _____ day of _____ 2021.

SELLER:

Life Church Wood River Inc.

By: _____
Michael Hendricks

BUYER:

Wood River Fire District

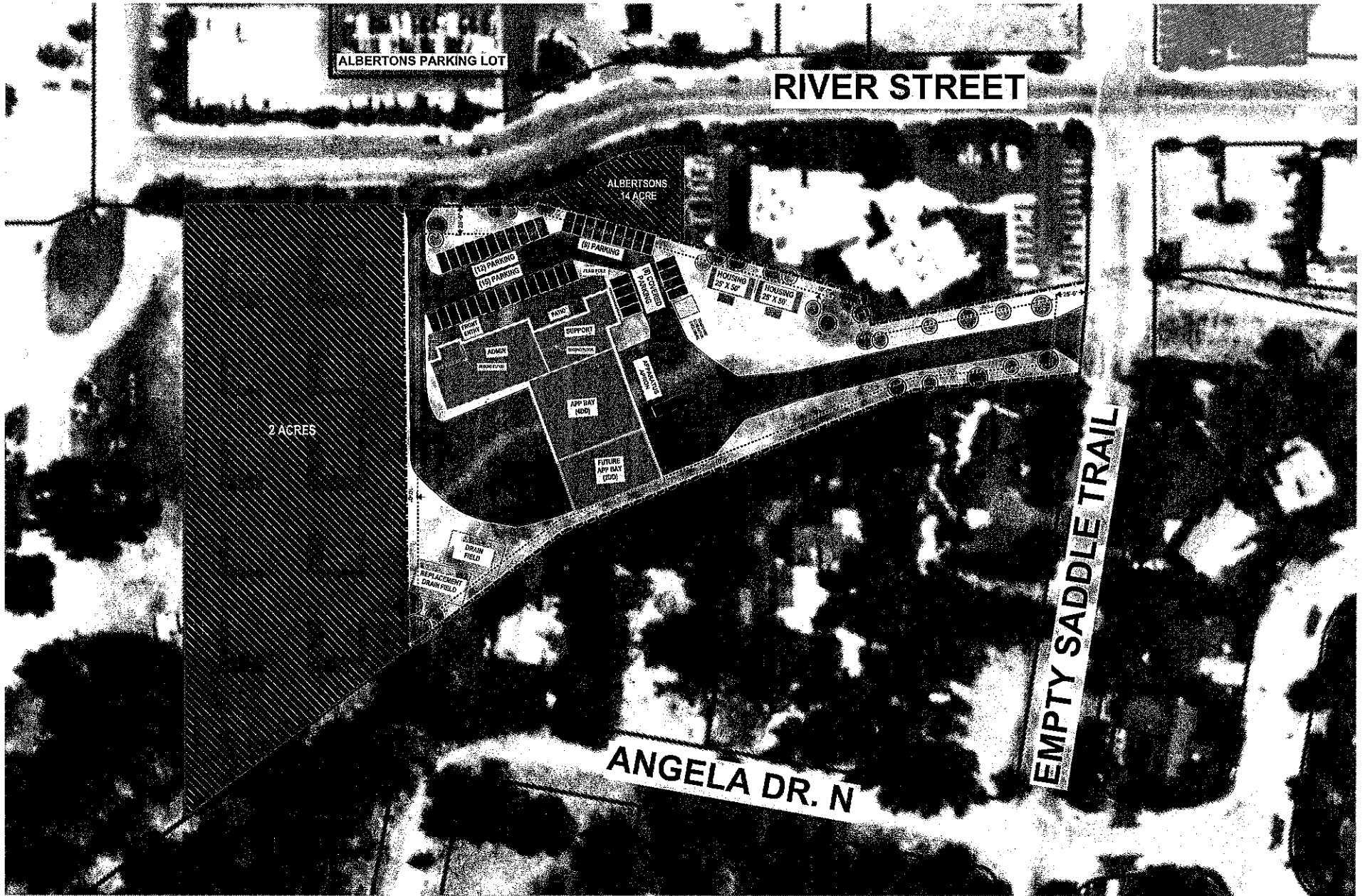
By: _____
Jay Bailet

By: _____
Steven Garman

By: _____
Dennis Kavanaugh

ATTEST:

District Clerk



WOOD RIVER SITE PLAN

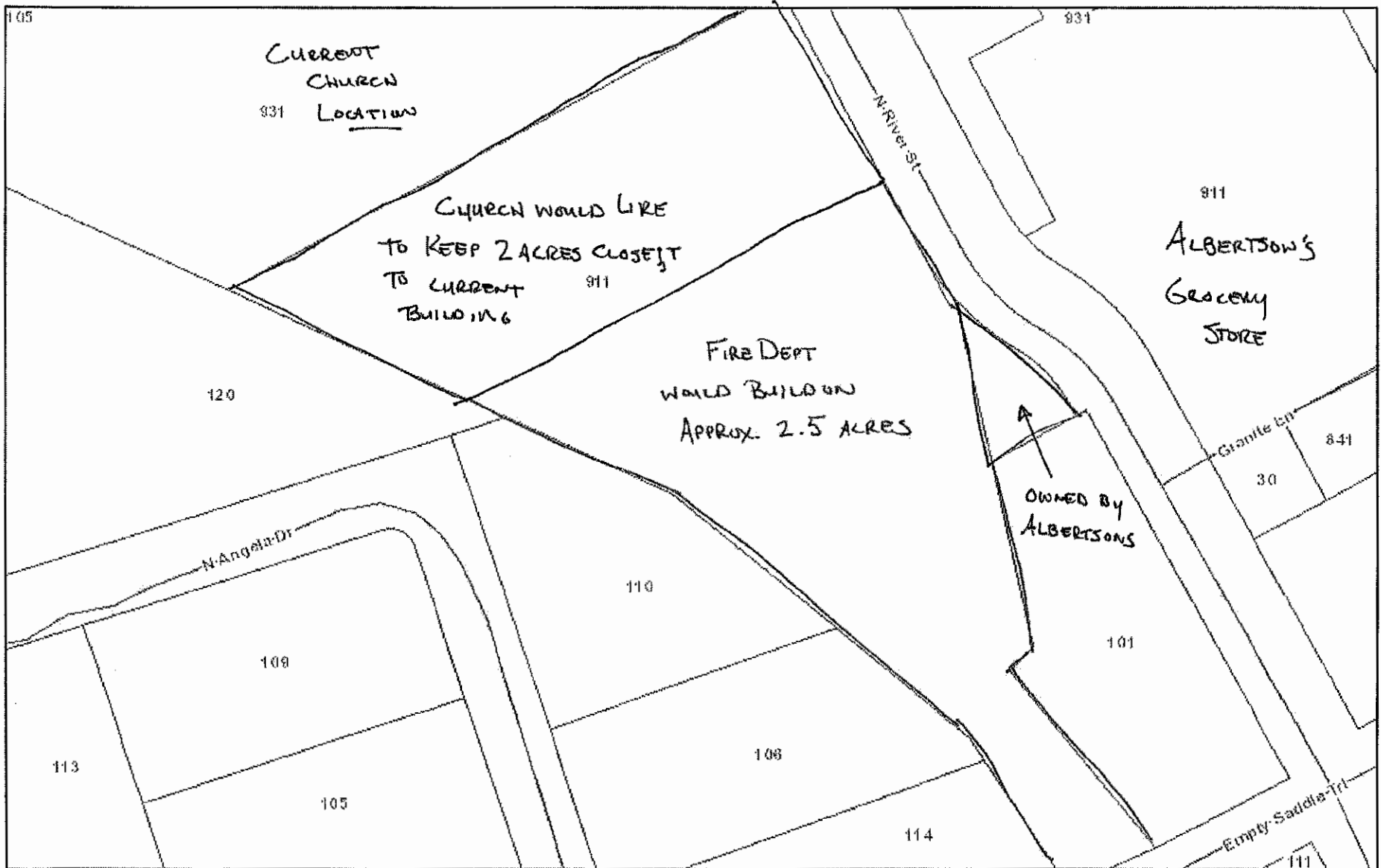
CAPITAL FACILITIES PLAN

WOOD RIVER FIRE & RESCUE | MARCH 10, 2021

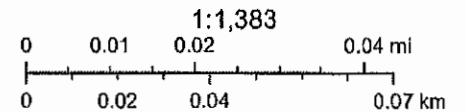


PIVOT NORTH

Parcel Information Map

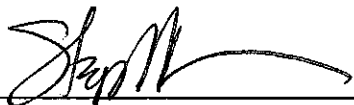


September 3, 2020




Wood River Fire & Rescue – Accounts Payable Report
Register: Mountain West Operations Checking Account & Current Assets
From: 4/1/21 to 4/30/2021

		Apr 30, 21
ASSETS		
Current Assets		
Checking/Savings		
1100 · Cash & Cash Equivalents		
1100.1 · Mtn West Checking		
1100.11 · Mtn West Sweep 65,447.40		
1100.1 · Mtn West Checking - Other -10,188.85		
Total 1100.1 · Mtn West Checking 55,258.55		
1100.2 · Mtn West Reserve Ckng 447.33		
1100.3 · Local Govt Investment Pool 2,199,540.14		
1100.4 · Petty Cash 120.00		
Total 1100 · Cash & Cash Equivalents 2,255,366.02		
Total Checking/Savings 2,255,366.02		
Accounts Receivable		
1150 · Accounts Receivable 725.38		
Total Accounts Receivable 725.38		
Other Current Assets		
12000 · Undeposited Funds 50.00		
Total Other Current Assets 50.00		
Total Current Assets 2,256,141.40		
TOTAL ASSETS 2,256,141.40		



Stephanie Jaskowski, District Clerk

APPROVED:



Jay Bailet, Commissioner



Steven Garman, Commissioner



Dennis Kavanagh, Commissioner

DATE: 5/21/21

WOOD RIVER FIRE & RESCUE

5/19/2021 2:30 PM

Register: 1100 · Cash & Cash Equivalents:1100.1 · Mtn West Checking

From 04/01/2021 through 04/30/2021

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/01/2021			-split-	Deposit			49.88	66,040.46
04/01/2021	ACH	HRA VEBA	C · PERSONNEL:6100 ...		7,200.00			58,840.46
04/01/2021	24052	BLUE CROSS OF ID...	2200 · Accounts Payable		14,614.53			44,225.93
04/01/2021	24053	CITY OF HAILEY / C...	2200 · Accounts Payable		1,754.61			42,471.32
04/01/2021	24054	DELTA DENTAL	2200 · Accounts Payable		1,118.40			41,352.92
04/01/2021	24055	ERICA EXLINE - IN...	2200 · Accounts Payable		1,000.00			40,352.92
04/01/2021	24056	NCPERS GROUP LIF...	2200 · Accounts Payable		192.00			40,160.92
04/01/2021	24057	BIG WOOD FITNESS	2200 · Accounts Payable		325.00	X		39,835.92
04/02/2021			-split-	Deposit			24.94	39,860.86
04/02/2021			-split-	Deposit			56.35	39,917.21
04/02/2021	AutoPay 3	IDAHO POWER	E · ADMINISTRATION...		356.68			39,560.53
04/05/2021			-split-	Deposit			49.88	39,610.41
04/06/2021			-split-	Deposit			50.03	39,660.44
04/06/2021	ACH	C3 INTEGRATED SO...	B · CONTRACTURAL:...		320.00			39,340.44
04/06/2021			1100 · Cash & Cash Equ...	Funds Transfer -...			40,000.00	79,340.44
04/07/2021	ACH	FIRST BANKCARD	2200 · Accounts Payable		993.87			78,346.57
04/08/2021			-split-	Deposit			49.88	78,396.45
04/08/2021	ACH	STATE TAX COMML...	2400 · Payroll Liabilities	000230196	3,940.00			74,456.45
04/08/2021	Base	PERSI	-split-	M040	9,518.18			64,938.27
04/08/2021	CHOICE	PERSI	-split-	M040	1,550.64			63,387.63
04/08/2021	E-pay	UNITED STATES TR...	-split-	82-0397612 QB ...	13,219.84			50,167.79
04/08/2021	AutoPay1	CITY OF HAILEY / S...	2200 · Accounts Payable		96.23			50,071.56
04/08/2021	AutoPay2	CITY OF HAILEY / S...	2200 · Accounts Payable		39.30			50,032.26
04/08/2021	24059	AIRGAS USA, LLC.	2200 · Accounts Payable		235.66			49,796.60
04/08/2021	24060	AMAZON.COM	2200 · Accounts Payable		432.93			49,363.67
04/08/2021	24061	AMERICINN	2200 · Accounts Payable		300.00			49,063.67
04/08/2021	24062	ATKINSON'S MARK...	2200 · Accounts Payable		30.46			49,033.21
04/08/2021	24063	BLAINE COUNTY E...	2200 · Accounts Payable		2,025.00			47,008.21
04/08/2021	24064	BOUND TREE MEDI...	2200 · Accounts Payable		297.32			46,710.89
04/08/2021	24065	BPA HEALTH	2200 · Accounts Payable		142.35			46,568.54
04/08/2021	24066	CLEAR CREEK DISP...	2200 · Accounts Payable		104.31			46,464.23
04/08/2021	24067	COX COMMUNICAT...	2200 · Accounts Payable		227.33			46,236.90
04/08/2021	24068	CURTIS, L.N.	2200 · Accounts Payable		295.93			45,940.97
04/08/2021	24069	GEM STATE WELDE...	2200 · Accounts Payable		24.18			45,916.79
04/08/2021	24070	HENRY SCHEIN	2200 · Accounts Payable		19.38			45,897.41
04/08/2021	24071	IDAHO LUMBER	2200 · Accounts Payable	2281	184.97			45,712.44
04/08/2021	24072	INTEGRATED TECH...	2200 · Accounts Payable		200.02			45,512.42
04/08/2021	24073	JANE'S ARTIFACTS	2200 · Accounts Payable		3.49			45,508.93
04/08/2021	24074	LL GREEN'S HARD...	2200 · Accounts Payable		94.47			45,414.46
04/08/2021	24075	MCKESSON	2200 · Accounts Payable		1,095.35			44,319.11

WOOD RIVER FIRE & RESCUE

5/19/2021 2:30 PM

Register: 1100 · Cash & Cash Equivalents:1100.1 · Mtn West Checking

From 04/01/2021 through 04/30/2021

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/08/2021	24076	O'REILLY AUTO PA...	2200 · Accounts Payable		25.98			44,293.13
04/08/2021	24077	ROCKY MOUNTAIN...	2200 · Accounts Payable		142.96			44,150.17
04/08/2021	24078	SATELLITE PHONE ...	2200 · Accounts Payable		55.76			44,094.41
04/08/2021	24079	TECHNIMOUNT	2200 · Accounts Payable		1,230.00			42,864.41
04/08/2021	24080	TREASURE VALLE...	2200 · Accounts Payable	BCES	127.74			42,736.67
04/08/2021	24081	UNITED OIL	2200 · Accounts Payable		764.42			41,972.25
04/08/2021	24082	VERIZON WIRELESS	2200 · Accounts Payable	565720461-00001	415.25			41,557.00
04/08/2021	24083	WHITE CLOUD	2200 · Accounts Payable		40.00			41,517.00
04/08/2021	24084	WSCFF EMPLOYEE ...	2200 · Accounts Payable		500.00			41,017.00
04/08/2021	24085	VALLEY COUNTRY ...	2200 · Accounts Payable	123811	7.99			41,009.01
04/08/2021			1100 · Cash & Cash Equ...	Funds Transfer -...	28,317.55			12,691.46
04/08/2021			1100 · Cash & Cash Equ...	Funds Transfer -...	6,692.76			5,998.70
04/09/2021			-split-	Deposit			49.88	6,048.58
04/09/2021			-split-	Deposit			99.76	6,148.34
04/10/2021	AutoPay	CENTURY LINK	E · ADMINISTRATION...		219.54			5,928.80
04/12/2021	AutoPay1	INTERMOUNTAIN G...	E · ADMINISTRATION...		116.29			5,812.51
04/12/2021	AutoPay2	INTERMOUNTAIN G...	E · ADMINISTRATION...		167.20			5,645.31
04/15/2021			-split-	Deposit			99,460.59	105,105.90
04/15/2021			-split-	Deposit			24.94	105,130.84
04/15/2021			-split-	Deposit			18,060.74	123,191.58
04/15/2021			3800 · Opening Balance ...	Deposit			7,196.11	130,387.69
04/16/2021			-split-	Deposit			24.94	130,412.63
04/19/2021			-split-	Deposit			49.88	130,462.51
04/20/2021			-split-	Deposit			49.88	130,512.39
04/20/2021			-split-	Deposit			49.88	130,562.27
04/21/2021			-split-	Deposit			75.00	130,637.27
04/21/2021	24086	ANTHEM BROADB...	2200 · Accounts Payable	18706	55.00			130,582.27
04/21/2021	24087	GREAT AMERICA FI...	2200 · Accounts Payable		93.00			130,489.27
04/21/2021	24088	HENRY SCHEIN	2200 · Accounts Payable		1,966.78			128,522.49
04/21/2021	24089	MCKESSON	2200 · Accounts Payable		307.08			128,215.41
04/21/2021	24090	MSBT LAW	2200 · Accounts Payable		1,417.50			126,797.91
04/21/2021	24091	Q&A COMPUTE	2200 · Accounts Payable		560.00			126,237.91
04/21/2021	24092	RICEFERGUSMILLER	2200 · Accounts Payable		908.00			125,329.91
04/21/2021	24093	TELEFLEX, LLC	2200 · Accounts Payable		677.50			124,652.41
04/21/2021	24094	TREASURE VALLE...	2200 · Accounts Payable	BCES	119.00			124,533.41
04/21/2021	24095	UNITED OIL	2200 · Accounts Payable		584.76			123,948.65
04/22/2021	BASE	PERSI	-split-	M040	10,215.19			113,733.46
04/22/2021	CHOICE	PERSI	-split-	M040	1,548.86			112,184.60
04/22/2021	E-pay	UNITED STATES TR...	-split-	82-0397612 QB ...	13,144.22			99,040.38
04/22/2021	24096	WOOD RIVER FIRE ...	2400 · Payroll Liabilities...		675.60			98,364.78

WOOD RIVER FIRE & RESCUE

5/19/2021 2:30 PM

Register: 1100 · Cash & Cash Equivalents:1100.1 · Mtn West Checking

From 04/01/2021 through 04/30/2021

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/22/2021			1100 · Cash & Cash Equ...	Funds Transfer-...	28,254.13			70,110.65
04/22/2021			1100 · Cash & Cash Equ...	Funds Transfer-...	6,156.89			63,953.76
04/23/2021			-split-	Deposit			24.94	63,978.70
04/26/2021			-split-	Deposit			49.88	64,028.58
04/26/2021	AutoPay1	IDAHO POWER	E · ADMINISTRATION...		246.28			63,782.30
04/26/2021	AutoPay2	IDAHO POWER	E · ADMINISTRATION...		94.80			63,687.50
04/28/2021			-split-	Deposit			49.88	63,737.38
04/28/2021	AutoPay3	CENTURY LINK	E · ADMINISTRATION...		78.93			63,658.45
04/29/2021	24101	CLEAR CREEK DISP...	2200 · Accounts Payable		74.31			63,584.14
04/29/2021	24102	DAVIS EMBROIDERY	2200 · Accounts Payable		540.59			63,043.55
04/29/2021	24103	EXPRESS PUBLISHI...	2200 · Accounts Payable		79.92			62,963.63
04/29/2021	24104	ST LUKE'S MEDICA...	2200 · Accounts Payable		250.26			62,713.37
04/29/2021	24105	STATE INSURANCE ...	2200 · Accounts Payable	503920	3,399.00			59,314.37
04/29/2021	24106	WHITE CLOUD	2200 · Accounts Payable		45.00			59,269.37
04/30/2021			-split-	Deposit			87.18	59,356.55
04/30/2021	ACH	STATE TAX COMMI...	2400 · Payroll Liabilities	000230196	4,098.00			55,258.55

**THE WOOD RIVER FIRE PROTECTION DISTRICT
TO AMEND FISCAL YEAR 2021 BUDGET
April 28, 2021**

NOTICE IS HEREBY GIVEN: The Wood River Fire Protection District will be amending the **Fiscal Year 2021 Budget** utilizing additional Capital Fund Reserves holding a hearing on Wednesday, April 28, 2021 at 3:00 pm at the **Wood River Fire & Rescue, Station 3, 11053 Highway 75, Bellevue, Idaho.**

Stephanie Jaskowski
Fire District Clerk

INCOME

4000 - District Revenue		
4010 – Fire District Levy	\$	1,086,713.
4100 – Ambulance District Related Revenue		
4110 – Ambulance District Contract		1,192,027.
4200 – Other Revenue		78,500.
Total Revenue	\$	2,357,240.

5000 - FUND TRANSFERS

CAPITAL FUND TRANSFER		300,000.
-----------------------	--	----------

EXPENSE

5010 – WRFR Capital Fund		150,000.
5100 – Contractual		74,916.
6000 – Personnel		1,841,069.
7000 – Operations		98,255.
8000 – Administration		70,100.
9000 – Divisions / Groups / Programs		122,900.
Total Expenses	\$	2,357,240

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE MAGISTRATE DIVISION

THE MATTER OF THE ESTATE OF WILLIAM C. CASSELL, Deceased.

**CASE NO. CV07-21-00144
NOTICE OF PETITION AND HEARING
(I.C. § 15-1-401)**

1. Notice is hereby given that on March 29, 2021, Petitioner Jeanne T. Cassell filed a petition for summary administration where surviving spouse is sole beneficiary.
2. A copy of the petition is on file with the court.
3. The petition has been set for hearing in this Court at Hailey, Idaho on May 6, 2021, at 10:00 o'clock, a.m. The hearing will be conducted on Zoom at:

<https://zoom.us/j/94771043555?pwd=QUYyRlVQUUQkdk4TWjJUMnNFZGszUT09MeetingID:94771043555Passcode:572473>

One tap mobile
+ 12133988477, 94771043555, *572
4738 US (Los Angeles)
+ 1 213 338 8477 US (Los Angeles)
Meeting ID: 947 7104 3555
Passcode: 572473

DATED THIS 30th day of March, 2021.

BENJAMIN W. WORST, P.C.
Attorney At Law

By: /s/ Benjamin W. Worst
Benjamin W. Worst
Attorney for Petitioner

**PUBLISH
IDAHO MOUNTAIN EXPRESS
APRIL 7, 14 & 21, 2021**

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Sun Valley Planning & Zoning Commission will hold a public hearing on Thursday, April 22nd, 2021 at 9:00 AM at City Hall Council Chambers, 81 Elkhorn Road, Sun Valley, ID to hear comments from the public concerning the following applications:

- 1. SUBPA 2021-01:** Application for proposed building envelope shift at 104 Fireweed Ln. Applicant: Alpine Enterprises for SV Upside Down LLC. Location: 104 Fireweed Ln; Sagecreek Subdivision Unit 3 Lot 42.
- 2. DR 2021-05:** Application for design review approval of a new single-family residence at 104 Fireweed Ln. Applicant: RLB Architects for SV Upside Down LLC. Location: 104 Fireweed Ln; Sagecreek Subdivision Unit 3 Lot 42.
- 3. DR 2021-12:** Application for design review approval of a new single-family residence at 150 Lanes Way. Applicant: McLaughlin & Associates for Lane Meadows LLC. Location: 150 Lanes Way; Lane Meadows Subdivision Lot 5.
- 4. DR 2021-25:** Application for design review approval of a new single-family residence at 504 Fairway Road. Applicant: Medici Architects for David Seelos. Location: 504 Fairway Road; Fairway Subdivision Lot 1A.

At the aforementioned time, all interested persons may appear and shall be given an opportunity to comment on the matters stated above. Comments and questions prior to the public meeting should be directed to the City of Sun Valley Community Development Department, at PO Box 416, Sun Valley, ID 83353, or emailed to cdcounter@sunvalleyidaho.gov. Written comments received prior to the meeting shall be made part of the public record at the meeting. Application materials are on file in the Community Development Department located in City Hall for public inspection during normal City Hall business hours and can be shared for public inspection through email by request. Dated this 2nd day of April 2021 by Maya Lewis, City of Sun Valley Assistant Planner.

**PUBLISH
IDAHO MOUNTAIN EXPRESS
APRIL 7, 14 & 21, 2021**

**LEGAL NOTICE
STATE OF IDAHO LAND LEASE OPPORTUNITY
ACCEPTING APPLICATIONS FOR AUCTION OF LEASE**

Notice is hereby given pursuant to Article IX, § 8 of the Idaho Constitution and Idaho Code §§ 58-307, -310 and -313, the State of Idaho, Department of Lands (hereinafter "IDL"), will accept lease applications for public auction of the lease set forth below. **Lease application deadline is Friday, May 7, 2021 by 5:00 PM (MDT).**

If more than one application is received for a lease(s), IDL will schedule a date, time and location for a live auction. The lease(s) will then be awarded to the bidder who will pay the highest premium bid therefore. Annual rental rates have been established by IDL.

General information regarding each lease is set forth below. Detailed information regarding each lease, including a specific legal description of the property to be leased, rental rates, and instructions to complete an application, and the application fee may be obtained by visiting IDL's website at <https://www.idl.idaho.gov/>.

Lease No., Term, Use, Legal Description

M700021, 20yr, Industrial, 13 acres of T03N-R18E-S16 Pt NESE, Pt NWSE, Pt SWSE, Pt SESE

M700066, 10yr, Industrial, 3 acres of T03N-R18E-S16 Pt NWSE
Contact **Maribeth Lomkin** at 208-324-2561 for more information.

**PUBLISH
IDAHO MOUNTAIN EXPRESS
APRIL 7, 14, 21, 28 & MAY 5, 2021**

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF HELCIA MARIE GRAF, Deceased.

**CASE NO. CV07-21-00149
NOTICE TO CREDITORS**

NOTICE IS HEREBY GIVEN that the undersigneds have been appointed 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 (4) months after the date of the first publication of this Notice to Creditors, or within 60 days after the undersigned mailed or delivered a copy of this Notice to such persons, whichever is later, or said claims will be forever barred.

Claims must be presented to the personal representatives at the address set forth below and filed with the Clerk of the court.

Martin McBroom and Dean Newman Personal Representatives of the Estate of Helcia Graf
c/o LAWSON LASKI CLARK, PLLC
675 Sun Valley Road, Suite A
P.O. Box 3310
Ketchum, Idaho 83340

Publication shall be in the Idaho Mountain Express once each week for three (3) successive weeks.

DATED this April 9, 2021.
LAWSON LASKI CLARK, PLLC

/s/ Katie R. Franklin
Katie R. Franklin
Attorneys for Personal Representatives

**PUBLISH
IDAHO MOUNTAIN EXPRESS
APRIL 14, 21 & 28, 2021**

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

IN THE MATTER OF THE ESTATE OF DAVID F. SPAULDING, Deceased.

CASE NO. CV07-21-154

**NOTICE TO CREDITORS
Idaho Code Section 15-3-801**

NOTICE IS HEREBY GIVEN that RENAE K. SPAULDING has been appointed personal representative of the above-named decedent. All persons having claims against the decedent or his estate are required to present their claims within four (4) months after the date of the first publication of the Notice to Creditors or be forever barred.

Claims must be presented to the undersigned at the address indicated and filed with the clerk of the court, Blaine County Court Clerk, 201 2nd Ave. South, Suite 106, Hailey, ID 83333.

DATED THIS 7th day of April 2021.

/s/ Joshua Stank
Joshua Stank
Attorney For Personal Rep. Renae K. Spaulding
Stank Law, PLLC
P. O. Box 4439
Hailey, ID 83333

**PUBLISH
IDAHO MOUNTAIN EXPRESS
APRIL 14, 21 & 28, 2021**

IN THE DISTRICT COURT FOR THE 5TH JUDICIAL DISTRICT FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

IN RE: Aaliyah Nydia Rojas,
Legal Name

**CASE NO. CV07-21-153
NOTICE OF HEARING ON NAME CHANGE
(Adult or Emancipated Minor)**

A Petition to change the name of Aaliyah Nydia Rojas, now residing in the City of Hailey, State of Idaho, has been filed in the District Court in Blaine County, Idaho. The name will change to Aaliyah Nydia Quinones-Livia.

A hearing on the petition is scheduled for 9:30 a.m. on May 18, 2021 at the Blaine County Courthouse. Objections may be filed by any person who can show the court a good reason against the name change.
Dated: April 2, 2021.

CLERK OF THE DISTRICT COURT
By: /s/ Jolynn Drege
Deputy Clerk

**PUBLISH
IDAHO MOUNTAIN EXPRESS
APRIL 14, 21, 28 & MAY 5, 2021**

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE MAGISTRATE DIVISION

STATEWIDE COLLECTIONS, INC.
Plaintiff,

vs

MEDARDO GOMEZ
Defendant/s

**CASE NO. CV07-20-00619
ANOTHER SUMMONS**

To: Medardo Gomez
You have been sued by Statewide Collections, Inc. in the District Court in and for Blaine County, Idaho Case No. CV07-20-00619 the nature of the claim against you is various accounts.

Any time after 21 days following the last publication of this summons, the court may enter a judgment against you without further notice unless prior to that time you have filed a written response in the proper form, including the Case No., and paid any filing fee to the Clerk of the Court: BLAINE COUNTY 201 2nd Ave. S., Hailey, 83333 208-788-5521 and served a copy of your response on the Plaintiff's attorney at Jeffrey E. Rolig at Box 5455, Twin Falls, Idaho 83303-5455, 209-733-0075. A copy of the summons and complaint can be obtained by contacting either the clerk of the court or the attorney for Plaintiff. If you wish legal assistance, you should immediately retain an attorney to advise you in this matter.

**THE WOOD RIVER FIRE PROTECTION DISTRICT
TO AMEND FISCAL YEAR 2021 BUDGET
APRIL 28, 2021**

NOTICE IS HEREBY GIVEN: THE WOOD RIVER FIRE PROTECTION DISTRICT WILL BE AMENDING THE FISCAL YEAR 2021 BUDGET UTILIZING ADDITIONAL CAPITAL FUND RESERVES HOLDING A HEARING ON WEDNESDAY, APRIL 28, 2021 AT 3:00 PM AT THE WOOD RIVER FIRE & RESCUE, STATION 3, 11053 HIGHWAY 75, BELLEVUE, IDAHO.

Stephanie Jaskowski
Fire District Clerk

INCOME	
4000 - District Revenue	
4010 - Fire District Levy	\$ 1,086,713.
4100 - Ambulance District Related Revenue	
4110 - Ambulance District Contract	1,192,027.
4200 - Other Revenue	78,500.
Total Revenue	\$ 2,357,240.
5000 - FUND TRANSFERS	
CAPITAL FUND TRANSFER	300,000.
EXPENSE	
5010 - WRFR Capital Fund	130,000.
5100 - Contractual	74,916.
6000 - Personnel	1,841,069.
7000 - Operations	98,255.
8000 - Administration	70,100.
9000 - Divisions / Groups / Programs	122,900.
Total Expenses	\$ 2,357,240

**PUBLISH
IDAHO MOUNTAIN EXPRESS
APRIL 21, 2021**

Dated 4/2/2021

Blaine County District Court
By: /s/ Compton
Deputy, Magistrate Court

**PUBLISH
IDAHO MOUNTAIN EXPRESS
APRIL 21, 28, MAY 5 & 12, 2021**

**SUMMARY OF CITY OF BELLEVUE
DEVELOPMENT IMPACT FEE
ORDINANCE
ORDINANCE NO. 2021-03**

The City of BELLEVUE, Idaho hereby gives notice of the adoption of Bellevue City Development Impact Fee Ordinance No 2021-03 an ordinance of Bellevue, Idaho, Establishing a Development Impact Fee Ordinance with the following provisions: 9-5-1: Findings And Purpose; 9-5-1-01: Findings; 9-5-1-02: Purpose; 9-5-2: Definitions; 9-5-3: Authority, Applicability And Exemptions; 9-5-3-01: Authority; 9-5-3-02: Applicability; 9-5-3-03: Exemptions; 9-5-4: Calculation Of Development Impact Fees; 9-5-5: General Provisions; 9-5-6: Methodology; 9-5-7: Schedules; 9-5-8: Procedures; 9-5-9: Credits And Reimbursement; 9-5-9-01: Credits To Be Issued; 9-5-9-02: Limitations; 9-5-9-03: Valuation Of Credit At Present Value 9-5-9-04: When Credits Become Effective; 9-5-9-05: Application Procedures; 9-5-9-06: Credits Exceeding Fee Amounts Due; 9-5-9-07: Written Agreement Required; 9-5-10: Refunds; 9-5-10-01: Duty To Refund; 9-5-10-02: Failure To Commence Construction Or Encumber Trust Funds; 9-5-10-03: No Refund Due For Subsequent Reduction In Size Of Development; 9-5-10-04: Interest; 9-5-10-05: Timing; 9-5-11: Collection And Administration Of Impact Fees; 9-5-11-01: Payment Of Fees; 9-5-11-02: Deposit Of Development Impact Fees; 9-5-11-03: Establishment Of Trust Fund And Accounts; 9-5-11-04: First In/First Out; 9-5-11-05: Deposit And Management Of Trust Fund; 9-5-12: Use Of Development Impact Fees; 9-5-12-01: Park Capital Facilities; 9-5-12-02: Transportation Capital Facilities; 9-5-12-03: Police Capital Facilities; 9-5-12-04: Fire/EMS Capital Facilities; 9-5-12-05: Capital Improvement Plan Reimbursement; 9-5-12-06: Limitation On Use; 9-5-13: Appeals, Protest And Mediation; 9-5-13-01: Appeals; 9-5-13-02: Payment Under Protest; 9-5-13-03: Mediation; 9-5-14: Periodic Reviews; 9-5-14-01: Review And Modification Of Capital Improvement Plan; 9-5-14-02: Annual Review; 9-5-14-03: Audit; 9-5-14-04: Development Impact Fee Advisory Committee Revisions; 9-5-15: Enforcement And Collection providing the following: When any development impact fee is due pursuant to this chapter, or pursuant to the terms of any written agreement between a fee payer and the city, and such development impact fee has not been paid in a timely manner, the city may exer-

cise any or all of the following powers, in any combination, to enforce the collection of the development impact fee: A. Withhold building permits or other city approvals related to the development for which the development impact fee is due until all development impact fees due have been paid, and issue stop work orders, and revoke or suspend a building permit. B. Withhold utility services from the development for which the development impact fee is due until all development impact fees due have been paid. C. Add interest to the development impact fee not paid in full at the legal rate provided for in Idaho Code section 28-22-104, as amended, plus five percent (5%) beginning on the date at which the payment of the development impact fee was due until paid in full. D. Impose a penalty of five percent (5%) of the total development impact fee (not merely the portion dishonored, late or not paid in full) per month beginning on the date at which the payment of the development impact fee was due until paid in full. E. Impose a lien for failure to timely pay a development impact fee following the procedures contained in Idaho Code title 45, chapter 5. 9-5-16: Miscellaneous Provisions; 9-5-16-01: Development Projects; 9-5-16-02: Private Agreements; 9-5-16-03: Extraordinary Impacts; 9-5-16-04: Reduction In Levels Of Service 9-5-16-05: Additional Rights Not Created; 9-5-16-06: Eminent Domain; 9-5-16-07: Permits Issued Prior To Effective Date; 9-5-16-10: Monies Not Expanded; 9-5-16-11: Errors; 9-5-16-12: Recalculation; 9-5-16-13: Advisory Committee; 9-5-16-14: Penalty providing that, Any person who violates any provision of this chapter shall be guilty of a misdemeanor, punishable by imprisonment not to exceed six (6) months or a fine not to exceed one thousand dollars (\$1,000.00), or both. Knowingly furnishing false information to any official of the city charged with the administration of this chapter, including, without limitation, the furnishing of false information regarding the expected size, use or impacts from a proposed development, shall be a violation of this chapter 9-5-16-15: Construction; 9-5-17: Development Impact Fee Schedule. The Ordinance will be effective upon publication.

The full text of the City of Bellevue Zoning Ordinance is available at Bellevue City Hall, 115 E. Pine St., Idaho 83313 in the office of the City Clerk or on the City's web site at <https://www.bellevueidaho.us>.

/s/Ned Burns, Mayor, City of Bellevue

ATTEST:
/s/Marian Edwards, City Clerk
City of Bellevue
ORDINANCE NO. 2021-03