

OCTOBER 24, 1974

The City Council of the City of Idaho Falls met in recessed regular meeting, Thursday October 24th, 1974, at 7:30 P.M. in the Council Chambers in Idaho Falls, Idaho. There were present at said meeting, Mayor S. Eddie Pedersen, Councilmen Ralph Wood, Gil Karst, Paul Hovey, Norris Gesas, Jim Freeman, and Mel Erickson. Also present: Roy C. Barnes, City Clerk; Arthur Smith, City Attorney; John Evans, City Controller; Jeanne Goodrich, City Librarian; Les Corcoran, Fire Chief; Don Lloyd, Public Works Director; Steve Harrison, Electrical Engineer; Lee Mundell, Personnel Director; Captains Val Johnson and Ormond Robison representing the Police Department.

Minutes of the last recessed regular meeting held October 10, 1974, were read and approved.

The Mayor acknowledged a group of young scouts, working toward their merit badges, in the Council Chambers; also, two representatives from the League of Women Voters. The Mayor thanked them for their presence and their civic interest.

The Mayor invited Mr. Don Lloyd, Public Works Director, to escort the following Sewer Department City employees to the Council table: Messrs. James T. Easley, Alvin E. Clark, Nick DeFilippes, Jr., Roland Burch. The Mayor complimented these men, and particularly Mr. Easley as their Supervisor, for the professional and proficient operation of the finest, most modern and efficient sewage treatment plant in the entire area and also the fact that in each instance, they had voluntarily taken of their time to better themselves and their capabilities by attending a school sponsored and administrated by the A.I.C., the State Department of Health, the University of Idaho and the Pacific NW Pollution Control Association. The Mayor then invited Councilman Freeman, as a member of the Certification Board, to present certification certificates to these men as follows: Mr. Easley, Grade I, Sewage Works Operator; Mr. Clark, Grade II, Sewage Works Operator; Mr. DeFilippes, Grade III, Sewage Works Operator; Mr. Burch, Grade IV, Sewage Works Operator. These men then received a congratulatory handshake from all City Officials around the Council table.

The Mayor then invited Lloyd to escort Messrs. Woolfe and Robert Drollinger to the Council table. The Mayor commended these men for their achievement in the successful operation of the Water Department and for having voluntarily taken of their time to better themselves by attending the certification school sponsored and administered by the A.I.C., the State Department of Health, the University of Idaho, and the American Waterworks Association. Noting the type of certificates these men were about to receive, the Mayor particularly commended Mr. Wolfe as a Grade I Waterworks operator and the fact that he was the first in the State to qualify as both a Grade I Waterworks & Sewage Works operator. The Mayor also commended Mr. Drollinger, being in charge of the wells, for the fine service to the citizens of this City, most obviously illustrated, generally by satisfactory pressure during the heavy consumption summer months and the uninterrupted service. The Mayor then invited Councilman Freeman to present certification certificates to these men as follows: Mr. Wolfe, Grade I, Water Works operator, Mr. Drollinger, Grade II, Water Works operator. These men then received a congratulatory handshake from all City Officials around the Council Table.

This memo was submitted by Councilman Wood:

City of Idaho Falls
October 8, 1974

MEMORANDUM

TO: Mayor and Councilmen
FROM: Robert Pollock
SUBJECT: FEES ON HOLDING AND DISPOSING OF DOGS

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The following fee charges are recommended for Council consideration:

Bonneville County Sheriff - Holding dog for maximum of one day	\$1.00
Killing	1.50
Cremating	.50
Minimum charge each animal	\$3.00

Note: Some Cities want theirs held 72 hours and these are handled by Sheriffs personnel. Additional charge of 1.00 for extra days held

VETERINARIANS

Charge for pickup and cremating each dog. 1.50
(they are dead when we receive) (on monthly billings)

GENERAL PUBLIC

For each dog they have as pets which have died and they want cremated (Vet's recommend) 3.00

s/ R. D. Pollock
Police Chief

Wood noted that this fee schedule was in need of formal Council adoption at this time, inasmuch as the animal crematorium is now in full operation. It was moved by Councilman Wood, seconded by Freeman, that this fee schedule be adopted as recommended. Roll call as follows: Ayes, 6; No, none; carried.

Because of the action on the fee schedule, Wood noted that a change of wording would be in order on the agreement dated September 3rd, 1970, between the City and Bonneville County, relative to joint use of the dog pound. Wood proposed that an amended agreement be prepared, identical to the existing one except Section 2 which now reads "The County agrees to pay to the City, quarterly, beginning with the 1st day of October, 1970, a fee of \$1.00 per day per dog for each dog held by the City in the dog pound by virtue of the County Dog Ordinance." Wood proposed that an amendment be added to this section reading "ALSO: To pay a fee of \$2.00 per dog disposed of." It was moved by Councilman Wood, seconded by Freeman, that this amendment be approved, that the City Attorney be directed to prepare an amendatory agreement accordingly, after which the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 6; No, none; carried.

License applications for GROCERY STORE, Albertsons - First Street, Albertsons - Anderson, John's Chevron Station; RESTAURANT, Albertsons - Anderson, Stardust Restaurant; JOURNEYMAN, CLASS D, GAS FITTER, James G. Taylor; APPRENTICE ELECTRICIAN, Lavar Hudson; DANCE HALL, Dance Hall; AUCTIONEER, Marley Campbell; MOTEL, Stardust Motor Lodge; TAXI CAB DRIVERS, John Dysinger, William Mahoney, Donald Steins; BARTENDER, Kenneth Shepherd, Beverly Munkers, Roxanne Boozer, Rod Fisher, Sandra Hatch, Charles Cherry, Carrie Fisher, John Julian; PRIVATE PATROLMAN, Gordon Stansberry, William Froelich, Emet Don Knox; BEER, (Canned and bottled, not to be consumed on the premises), Albertsons - First Street, Albertsons - Anderson, John's Chevron, Safeway Store - Yellowstone, Safeway Store - 17th Street; BEER, (Canned, bottled and draught, to be consumed on the premises), Stardust, Starlite Lounge; LIQUOR, Burnt Offering, were presented. It was moved by Councilman Wood, seconded by Freeman, that these licenses be granted, subject to the approval of the appropriate Division Director, where required. Roll call as follows: Ayes, 6; No, none; carried.

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The City Clerk noted that a legal notice was in the process of being published, calling for a zoning hearing on November 7th and that this was done, in the interests of time, without formal Council approval. It was moved by Councilman Wood, seconded by Karst, that this action be duly ratified. Roll call as follows: Ayes, 6; No, none; carried.

The City Clerk reported that he had, in the interest of time, forwarded this damage claim to the City Insurance carrier on October 21st, 1974, without formal Council approval:

Hopkins & French
October 17, 1974

Roy C. Barnes, City Clerk
City of Idaho Falls
City Building
Idaho Falls, Idaho

Dear Mr. Barnes:

This office represents Rueben Svendsen of Idaho Falls, Idaho. Mr. Svendsen has brought to my attention that on the afternoon of September 26, 1974, his dog, an Irish Setter, was shot with a tranquilizer gun by one of the City's dog catchers. As a result of being shot by the tranquilizer gun, the dog died. Mr. Svendsen and his family are most concerned about the death of the dog and the apparently careless manner in which the dog catcher involved used the tranquilizer gun is subduing the dog. The Svendsen family had a very close and affectionate relationship with the dog and they have felt the loss of the dog deeply.

We have been directed to make demand upon the City of Idaho Falls for damages for the loss of the dog in question in the amount of \$500.00. The dog was shot near the Svendsen's residence at 2400 Calkins Avenue in Idaho Falls, Mr. Svendsen and his family presently reside at 2400 Calkins Avenue but are moving soon to the Seattle area where their address will be 4323 170th Place, Southeast, Issaquah, Washington, 98027. Any inquiries concerning the claim should be directed to this office. I would appreciate hearing from the City's insurance company and its representatives at their first opportunity concerning this matter.

Very truly yours,
s/ Seward H. French

It was moved by Councilman Karst, seconded by Freeman, that this action also be ratified. Roll call as follows: Ayes, 6; No, none; carried.

From the Purchasing Department came this memo:

City of Idaho Falls
October 22, 1974

MEMORANDUM

TO: Honorable Mayor and Councilmembers
FROM: Chad Stanger
SUBJECT: ONE 750 KVA TRANSFORMER

OCTOBER 24, 1974

The Purchasing Department and the Electric Light Division request approval to advertise for bids for one 750 KVA Padmount Transformer. The transformer is to serve the Eastern Idaho Vocational Technical School now under construction.

s/ Chad Stanger

It was moved by Councilman Hovey, seconded by Gesas, that authorization be granted to advertise for bids on the transformer as described for the purpose as indicated. Roll call as follows: Ayes, 6; No, none; carried.

Another memo from the Purchasing Department was submitted, to-wit:

City of Idaho Falls
October 21, 1974

MEMORANDUM

TO: Honorable Mayor and City Members
FROM: Chad Stanger

General Services and Controllers Office respectfully request permission to advertise for bids for attachment circuitry for IBM No. 5410 Processing Unit.

s/ Chad Stanger

Councilman Karst explained that acquisition of the equipment, as described, would allow full utilization of the existing City owned computer and would cut down on the use of multiple disc. It was moved by Councilman Karst, seconded by Erickson, that advertisement for bids on this equipment be authorized. Roll call as follows: Ayes, 6; No, none; carried.

Finally, from the Purchasing Department, this memo was presented:

City of Idaho Falls
October 21, 1974

Honorable Mayor and Councilmembers:

Coal Bids received by School District 91: Doug Andrus & Sons, Inc. for \$28.75 per ton and Hampton Coal for \$25.40 per ton. The coal mines will guarantee the availability of the coal but will not guarantee the price due to threatening labor problems.

This is a joint bid City of Idaho Falls and School District 91 for coal for City of Idaho Falls for the winter months of 1974 and 1975.

It is the recommendation of the Purchasing Department and School District 91 that the low bid of Hampton Coal and Furnace Cleaning be accepted.

This recommendation subject to your approval.

s/Chad Stanger

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Councilman Karst questioned the manner in which these bids were presented. He said, in his opinion, this created an open-end arrangement on price. Asked for an opinion, City Attorney Smith concurred and added that bids presented in this manner might not be legal, might be construed as meaningless and, to say the least, do not comply with Idaho statute. It was moved by Councilman Erickson, seconded by Karst, that for the reasons as stated, these bids on coal be rejected. Roll call as follows: Ayes, 6; No, none; carried.

City of Idaho Falls
October 22, 1974

MEMORANDUM

TO: Mayor and City Council
FROM: Airport Committee
SUBJECT: SERVICES INCORPORATED AIRPORT USE AGREEMENT

The attached agreement with the subject company is for the pickup and delivery of baggage and packages only. It is the same agreement we presently have with Falls Delivery, and which we are attempting to execute with Wycoff Company.

Under present agreements, the air carriers may subcontract for these ancillary services without City approval. Locally, the carriers have been cooperative with the City towards allowing us to control such services. Agreements such as this allow us to control the subcontractor during their airport visitations.

The Airport Committee recommends that the Mayor and City Clerk be authorized to execute this agreement in behalf of the City.

s/ H.P. Hill

It was moved by Councilman Wood, seconded by Gesas, that this airport use agreement be accepted and the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 6; No, none; carried.

Another memo from the Director of Aviation was presented and reviewed, to-wit:

City of Idaho Falls
October 23, 1974

MEMORANDUM

TO: Mayor and City Council
FROM: Director of Aviation
SUBJECT: CHARLES RED AND SONS AIRPORT FARM LAND LEASE

This is in furtherance of H.P. Hill memo dated September 18 on this subject (copy attached). During your meeting of September 24, Hill was advised the proposed terms were not financially acceptable to the City. A desired rental of \$45.00 per acre per annum was expressed.

The Reeds now propose:

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1. To operate under present lease until expiration December 31, 1976.
2. To execute a new lease at this time—to be effective January 1, 1977.
3. The new lease to be for 5 years at a rental of \$45.00 per acre per year, with an option to renew for an additional 5 years at a rate to be renegotiated at that time.
4. The City to allow the Reeds an easement to bury an irrigation main line across the leased property.
5. In the event the City terminates the lease prior to expiration, the Reeds to be reimbursed for the unamortised and unmovable portion of the irrigation system.

The Airport Committee recommends that the City Council approve this revised proposal. Further, that they instruct the City Attorney to prepare the necessary agreements, and to authorize the Mayor and City Clerk to execute such agreements.

Airport Committee
s/ Pete Hill

Councilman Karst said that, even though he was aware of the negotiations between the City and the Reeds, he was not aware of this proposed arrangement whereby the City would be asked to approve a lease dated that far in advance. He questioned the wisdom of approving such an instrument at this time on the grounds that there was no way of determining whether or not that would constitute an equitable contract by that date. It was moved by Councilman Wood, seconded by Gesas, that this matter be tabled for the time being, pending clarification of the proposed terms. Roll call as follows: Ayes, 6; No, none; carried.

This letter was presented and read to the Council. The Mayor expressed appreciation for these works of commendation in favor of the Idaho Falls Paramedics and asked that the letter be made a matter of record.

Community Hospital of I.F.
October 9, 1974

The Honorable S. Eddie Pedersen
Mayor
City of Idaho Falls
Idaho Falls, Idaho

Dear Mayor Pedersen:

The administration and staff of Community Hospitals of Idaho Falls wish to commend the Paramedics of Idaho Falls for their contribution to this community.

This group of City personnel has greatly increased the quality of emergency treatment given to patients prior to their arrival at the hospitals and they have been most cooperative and helpful when they have accompanied a patient to our hospital.

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We thank them and appreciate their fine work.

Sincerely,
s/ M.J. Foerster
Administrator

The Mayor made the following appointments: Mr. Jack Voshell to replace Mr. Harold Craggs as a Commission Member on the Civil Service Commission; Mr. Willis Yost to replace Mr. Dick Skidmore as a Commission Member on the City Planning Commission; Mr. Conrad Bowman to replace Mr. Vernon Johnson as a Board Member on the Library Board of Trustees. It was moved by Councilman Karst, seconded by Freeman, that these appointments be confirmed. Roll call as follows: Ayes, 6; No, none; carried. In the instances of Dick Skidmore and Vernon Johnson, the Mayor volunteered to write letters of appreciation for their dedicated services in these capacities.

The Mayor reported that he and most of the Councilman had, this day, made an on-the-site inspection of the waste storage facility at the INEL. The Mayor first expressed amazement at the enormity of the project area. He explained the proposal, in the event the site was eventually selected as a designated waste storage facility area, to reduce 300,000 barrels of contaminated waste by 80%. He said, this would result in the equivalent of a mining operation to accomplish complete recovery. The Mayor concluded his remarks by saying that the tour had convinced him that the operation has been and would continue to be completely safe from an environmental standpoint. He then asked for comment and reaction from the Councilmen.

Councilman Hovey explained that the ultimate objective was not one of providing high level permanent storage, but rather, of an interim duration. He said that, as a site employee, he could vouch for the fact that the average site worker was safer at his place of employment than he was in his own home. He said that accidents throughout the past years had been few to the point of being virtually non-existent. Hovey continued by saying that, even in the event of an act of God such as an earthquake this would have to be a greater size than ever experienced in this area to be a danger factor. He said the waste storage facility, if permitted, would be, in his opinion, a clean industry in every respect.

Councilman Erickson said that he has always been impressed by the fact that, from the very beginning, safety was one of the most predominant objectives in the programming of the site operation, including storage of contaminated waste. He said that he had every confidence that this would continue in the future. Erickson, concluded his remarks by saying that the proposal to reduce the number of stored barrels of waste by 80% would, in itself, be beneficial from an environmental standpoint.

Councilman Karst emphasized the fact that contents of the often referred to barrels of waste was solid, not liquid. He said that even from an economic standpoint, the 80% reduction was a beneficial factor not to be overlooked, considering the cost of the barrels and the cost of handling. Karst said he was impressed, during the tour, by their vigilant and constant search for any minute suggestion of exposed radiation. Finally, Karst observed that the Idaho site was not to be considered as a permanent repository and that this would probably be at a location outside this State.

Councilman Gesas said that, although he was not able to participate in the tour, he wished to express an opinion to the effect that, as a layman, it would be ridiculous not to endorse the Site as a waste storage facility. He said that, in his opinion, the minority who have expressed opposition just hadn't done their home work on this issue.

Councilman Freeman said he could see no reason for concern. He said that, to date, there had been 20 years successful storage of this contaminated waste and that their method and knowledge of proper storage had undoubtedly become more and more refined throughout that period. He noted that the barrels were placed on top of asphalt, perfectly

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sealed with a sealed inner liner. Freeman said he, also, was impressed with the proposed 80% reducing process.

Councilman Wood said he had nothing to add except to concur with that already said.

Noting that Personnel Director Mundel had been in attendance on the tour, the Mayor invited comment. Mundell said the tour, complete with professional explanation as it progressed, suggested expertise and the fact the storage program was being administered by capable personnel. He said this proposed expansion program providing for reduced waste was a beneficial scientific endeavor for all mankind. He said minority opposition was largely caused by public apathy as evidenced by minimum response to previous public invitations to tour the Site.

In the absence of further comment this resolution was introduced by Councilman Hovey:

R E S O L U T I O N (Resolution No. 1974-27)

RE: WASTE FACILITY AT INEL

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO:

“THAT UPON CONSIDERATION OF THE RELEVANT ENVIRONMENTAL IMPACT STATEMENT AND UPON THOROUGH INVESTIGATION OF ALL RELEVANT FACTORS, THE CITY COUNCIL OF IDAHO FALLS ENDORSES AND FAVORS LOCATION OF A PROPOSED LOW LEVEL TRANSURANIC WASTE FACILITY AT THE IDAHO NATIONAL ENGINEERING LABORATORY AS A SIGNIFICANT AND DESIRABLE BENEFIT TO THE ECONOMY OF SOUTHEASTERN IDAHO. THE COUNCIL ACCEPTS THE POSITION THAT THE INEL IS ALREADY ESTABLISHED AS A LOW LEVEL TRANSURANIC WASTE FACILITY IN VIEW OF THE FACT THAT OVER 300,000 DRUMS OF WASTE ARE NOW IN STORAGE AT INEL. EXPERIENCE OF THE PAST 20 YEARS AT INEL CLEARLY SUBSTANTIATES THAT REACTOR AND STORAGE OPERATIONS AT INEL DO NOT REPRESENT ANY SIGNIFICANT HAZARD TO MAN OR THE ENVIRONMENT. THEREFORE, THE CITY COUNCIL FULLY SUPPORTS THE AEC IN ITS CONTINUED APPRAISAL OF THE INEL AS A SITE FOR INTERIM STORAGE OF LOW LEVEL TRANSURANIC WASTE. WE ENCOURAGE AND SUPPORT THE AEC’S DESIRE TO UTILIZE THE FACILITIES, MANAGEMENT EXPERTISE AND SCIENTIFIC KNOWLEDGE AVAILABLE AT INEL FOR ENHANCEMENT OF TECHNOLOGY RELATED TO THE HANDLING, REDUCTION AND STORAGE OF LOW LEVEL WASTES.”

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PASSED by the Council and APPROVED by the Mayor this 24th day of October, 1974.

ATTEST: s/ Roy C. Barnes
City Clerk

s/ S. Eddie Pedersen
Mayor

(SEAL)

s/ Melvin Erickson

s/ James R. Freeman

s/ Paul L. Hovey

s/ Gilbert Karst

s/ Norris Gesas

s/ Ralph M. Wood

COUNCILMEN

It was moved by Councilman Hovey, seconded by Karst, that this resolution be adopted and passed. Roll call as follows: Ayes, 6; No, none; carried.

With general concurrence from all Councilmen, it was agreed that the Mayor would mail copies of the foregoing resolution, properly signed by the Mayor and all Councilmen, to the Governor, the Governor's Committee, all area legislators and the appropriate Site officials.

Councilman Karst introduced Ordinance No. 1397 entitled:

ORDINANCE NO. 1397

“AN ORDINANCE CONCERNING COSTS AND EXPENSES OF LOCAL IMPROVEMENT DISTRICT IMPROVEMENTS, CONFIRMING THE CREATION AND ESTABLISHMENT OF LOCAL IMPROVEMENT DISTRICT NO. 48 FOR IDAHO FALLS, IDAHO, FOR STREET AND ALLEY IMPROVEMENTS, APPROVING THE ASSESSMENT TOLL FOR SAID DISTRICT, PROVIDING FOR THE PAYMENT IN INSTALLMENTS OF THE COSTS AND EXPENSES OF THE IMPROVEMENTS TO BE MADE IN SAID DISTRICT; PROVIDING FOR THE ISSUE OF IMPROVEMENT BONDS OF THE DISTRICT; ASSESSING THE COST OF THE IMPROVEMENTS AGAINST THE LOTS, BLOCKS AND PARCELS OF LAND IN SAID DISTRICT CONTIGUOUS OR ADJACENT TO, FRONTING OR ABUTTING UPON SAID IMPROVEMENTS IN PROPORTION TO THE BENEFITS DERIVED TO SUCH PROPERTY BY SAID IMPROVEMENTS; AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENTS; PROVIDING FOR THE CREATION OF A LOCAL IMPROVEMENT GUARANTY FUND FOR THE PAYMENT OF SAID IMPROVEMENT BONDS, AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN EFFECT”.

Councilman Karst moved that the ordinance be adopted and passed by the Council on its first reading. Motion was seconded by Councilman Freeman and the same being put to a vote, was unanimously carried by the affirmative vote of all Councilmen present.

It was moved by Councilman Erickson that the rules be suspended, and that the ordinance be placed on its second and third reading. Motion was seconded by Councilman Gesas and the same being put to a vote, was unanimously carried by the affirmative vote of all Councilmen present.

It was moved by Councilman Hovey, seconded by Councilman Wood, that the ordinance pass its third reading, and that the same be adopted, and the Clerk be instructed to publish the same as required by law, and the same being put to a vote it was unanimously carried, the vote being as follows: Councilman Erickson, Councilman Freeman, Councilman Gesas, Councilman Hovey, Councilman Karst, Councilman Wood.

The City Attorney presented this agreement between the City and Sundberg and Associates, covering architect's services on the new City Library:

ARCHITECT'S AGREEMENT

This Agreement, made this 24th day of October, 1974, by and between the City of Idaho Falls, Idaho, acting through the Mayor, hereinafter called the Owner, and Sundberg and Associates, Inc., a corporation, Idaho Falls, Idaho, Architect, hereinafter called the Architect,

WITNESSETH, THAT WHEREAS the Owner intends to construct a Library Building, and incidental work in connection therewith, for the City of Idaho Falls, Idaho, at Idaho Falls, Idaho.

NOW THEREFORE, the Owner and the Architect, the parties hereto, for the consideration hereinafter named, and subject to the conditions hereafter set forth, agree as follows:

The Architect agrees to perform for the above named work professional services as hereinafter set forth.

The Owner agrees to pay the Architect for such services compensation as follows; A fixed or minimum fee of \$126,250.00.

The above minimum fixed fee has been calculated upon an assumed construction cost of \$2,000,000.00, but the final Architect's fee will be calculated after the project is complete and the exact contract price is determined. The contract price will be determined by taking the contract price, as awarded, minus all credits to the contract during construction, plus all extras to the contract during construction. In addition to the minimum fixed fee set forth above the Architect shall receive a sum equal to 6% of the final contract price in excess of \$2,000,000.00. Provided, however, such additional fee shall not exceed \$12,000.00 regardless of the amount the final contract price exceeds \$2,000,000.00. If the final contract price be less than \$2,000,000.00, the fixed minimum fee set forth above shall nevertheless be the agreed Architect's fee.

The fixed fee shown is based on construction costs only and does not include services in connection with site improvements or furnishings for the building. In the event Architect's services are performed, at the option of the Owner, in connection with site improvements and furnishings, the Architect's fee will be adjusted upward accordingly. In no case shall the fee for these services exceed 67% of the cost for the inclusion of these services.

The parties hereto further agree to the following conditions:

1. THE ARCHITECT'S SERVICES: The Architect's professional services consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full size detail drawings for architectural, structural, plumbing, heating, electrical and other mechanical work, assistance in drafting of forms of proposals and contracts, issuance of bid documents and supervision of the work. After written approval of the preliminary drawings by the owner, to prepare working drawings, complete specifications, proposal forms, and other documents in such detail as may be required to obtain competitive bidding on either the whole or any division of the work, said drawings and specifications being simplification of the approved preliminary drawings. All drawings and specifications shall be in full compliance with applicable building codes, ordinances and other lawful regulatory authority.

2. EXTRA SERVICES AND SPECIAL CASES: If the Architect is caused extra or other expense due to changes ordered by the Owner, he shall be equitable paid for such expense and the service involved. If any work designed or specified by the Architect is abandoned or suspended by the Owner in whole or in part, the Architect is to be paid for the service rendered on account of it.

3. PAYMENTS: Payments to the Architect on account of his fee shall be made as follows, subject to the provisions of Article 2 of this Agreement:

- (a) Upon completion of the preliminary studies, a sum equal to 20% of the basic rate computed upon a reasonable cost estimate.
- (b) Upon completion of the specifications and general drawings and upon receipt of bids a sum sufficient to increase payments on the fee to 80% of the rate or rates of commission arising from this agreement.
- (c) From time to time during the execution of the work, and in proportion to the amount of service rendered by the Architect, payments shall be made on account of the fee under this Article, but not including any covered by the provisions of Article 2 shall be a sum equal to 100% of the rate or rates of commission arising from this Agreement, computed upon the final cost of the work. Payment to the Architect other than those in his fee shall fall due from time to time as his work is done or as costs are incurred.
- (d) No deductions shall be made from the Architect's fee on account of penalty, liquidated damages or other sums withheld from payments to the Contractor.
- (e) Any provisions herein to the contrary notwithstanding, it is expressly agreed that no fees are payable to the Architect under the terms of this contract until six (6) months after the date of this contract, or until the bonds which fund the project have been sold and the proceeds received by the Owner, whichever first occurs.

4. SURVEYS, BORINGS AND TESTS: The Architect shall be responsible that all necessary surveys of the building site, all grades and lines of streets, pavements and adjoining properties, rights, restrictions, easements, boundaries and contours of building site, and full information as to sewer,

water, electrical and utility services are obtained. The Owner shall furnish to the Architect without charge such of the above information as he may possess, and shall reimburse the Architect for additional costs the Architect may incur in obtaining information, provided that the Architect has obtained prior approval from the Owner for the additional costs and work contemplated. The Owner shall also pay for the costs of all soil borings and test pits and all tests in connection with soil and foundation bearings, provided again that the Architect has obtained prior approval from the Owner for the additional costs and test work completed. By additional costs is meant the actual invoice costs.

5. SUPERVISION OF THE WORK: The Architect will endeavor by general supervision to guard the Owner against defects and deficiencies in the work of the contractor, but he does not guarantee the performance of the contract. The general supervision of the Architect is to be distinguished from the continuous on-site inspections of a Clerk-of-work, who, if employed, shall be engaged by Owner and salary and expenses paid by the Owner. Before any additional labor or material can be added to the general construction other than that called for in the plans and specifications and the Architect and it does not become binding on the Owner until signed by the Owner.

6. PRELIMINARY ESTIMATES: When requested to do so, the Architect will furnish preliminary estimates on the cost of the work, and will endeavor to keep the cost of the work as low as may be consistent with the purpose of the building and with proper workmanship and materials but no such estimate can be regarded as other than an approximation, nor does the Architect guarantee the accuracy of such estimates.

7. DEFINITION OF THE COST OF THE WORK: The cost of the work, as herein referred to, means the cost to the owner, but such cost shall not include any Architect's fee or reimbursement or the cost of the Clerk-of-the-works.

8. OWNERSHIP OF DOCUMENTS: Drawings and specifications as instruments of service are the property of the Architect whether the work for which they are made be executed or not, and are not to be used on the work except by agreement with the Architect. The Architect, however, agrees to supply the Owner with sufficient copies of drawings and specifications to meet his needs.

9. SUCCESSOR AND ASSIGNMENT: The Owner and the Architect each binds himself, his partners, successor, executors, administrators, and assigns of such other party in respect of all covenants of this agreement; except as above, neither the Owner nor the Architect shall assign, sublet or transfer interest in this Agreement without the written consent of the other.

10. ARBITRATION: All questions in dispute under this Agreement shall be submitted to arbitrarians at the written request of either party. The general procedure shall conform to the laws of the State of Idaho governing arbitration.

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IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first above written.

ATTEST: s/ Roy C. Barnes
City Clerk

ATTEST: s/ _____
Secretary

CITY OF IDAHO FALLS
BY: s/ S. Eddie Pedersen

Mayor
SUNDBERG & ASSOCIATES
BY: s/ Keith C. Sundberg
Architect

The City Attorney made particular note of section 3 pertaining to payments, making sure the Mayor and all Councilmen were in agreement. No opposition was voiced. It was moved by Councilman Karst, seconded by Gesas, that this agreement be accepted and the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Freeman noted that the Parks and Recreation Commission had requested that their membership be increased from 9 to 13. It was moved by Councilman Freeman, seconded by Erickson, that the City Attorney be directed to prepare an appropriate amendatory ordinance for Council consideration. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Gesas reported that bids had been opened October 22nd on a sand and salt storage building. Noting that the low bid was in the amount of \$35,452 and that only \$22,000 had been budgeted, it was moved by Councilman Gesas, seconded by Karst, that all bids be rejected. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Karst drew attention to pages 594 and 595 in this book of minutes and, more specifically a memo from the General Services Director, followed by Council action approving an upward mileage rate change for City employees using their own personal cars on City business. Karst explained that the Council action at that time authorized and approved \$.15 a mile, after the first 100 miles, for in and out-of-town travel was authorized and deemed required. Karst explained that the reason he was re-introducing this subject was because there had been some known instances where an employee had used his own car for out of town travel only for purposes of convenience where a City vehicle or air travel might have otherwise sufficed, and had submitted mileage at the rate of \$.15. He said he didn't feel that was the intent of the Council at the time the action was taken. Therefore, it was moved by Councilman Karst, seconded by Hovey, that \$.15 per mile for out of City travel by City employees using their own personal vehicle be approved but apply only when requested and/or required by the City and that, otherwise, the rate be set at \$.12 per mile. Roll call as follows: Ayes, 6; No, none; carried.

There being no further business, it was moved by Councilman Freeman, seconded by Wood, that the meeting adjourn at 9:00 P.M. Carried.

ATTEST: s/ Roy C. Barnes
City Clerk

s/ S. Eddie Pedersen
Mayor

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