

AUGUST 22, 1974

The City Council of the City of Idaho Falls met in recessed regular meeting, Thursday, August 22, 1974, at 7:30 p.m. in the Council Chambers in Idaho Falls, Idaho. There were present at said meeting: Mayor S. Eddie Pedersen; Councilmembers Paul Hovey, Norris Gesas, Jim Freeman, Mel Erickson, Ralph Wood, and Gil Karst. Also present: Velma Chandler, Deputy City Clerk; John Evans, City Controller; Don Lloyd, Public Works Director; Rod Gilchrist, City Planner; Lorna Coughlin, City Treasurer; Bob Pollock, Police Chief; Chad Stanger, General Services Director.

Minutes of the last recessed regular meeting, held August 8, 1974 were read and approved.

The Mayor announced that this was the time and the place to conduct an informal public hearing to consider the annexation and initial zoning of Esquire Acres. The Mayor requested Councilman Wood to conduct the hearing. At the invitation of Councilman Wood, the City Clerk presented and read aloud this explanatory memo from the City Planner:

Bonneville Council of
Governments
Idaho Falls, Idaho

MEMORANDUM

TO: Mayor and City Council
FROM: Rod Gilchrist
SUBJECT: ANNEXATION OF ESQUIRE ACRES

At the regular meeting of the City Planning Commission held July 9, 1974, a public hearing was conducted relative to annexation of the Esquire Acres area. At that time, a petition was reviewed which contained the signatures of 57 percent of the property owners who favored annexation. Representation of the area residents who appeared at the meeting constituted approximately the same percentage in favor of annexation.

After much discussion and hearing representatives of both sides of the issue, the City Planning Commission recommended annexation of the Esquire Acres area. The Planning Commission, in a separate motion, recommended zoning to be established as follows:

1. The present C-2 Zoning become RSC-1.
2. The area on the east side of Moonlite Drive now occupied by apartments be zoned R-3.
3. The tier of lots backing up to the commercial area and fronting on the south side of Mars Street be zoned R-2.
4. The remainder of the area be zoned R-1 with the exception that the trailer court be included in the RSC-1 Zone as a non-conforming use.

This Department concurs with the recommendation of the Planning Commission with the exception of the proposed zoning of the trailer court. This Department recommends the trailer court be zoned RMH (Residential Mobile Home).

Letters were mailed out August 12, 1974 to the property owners informing them of the annexation hearing before the City Council on August 22nd.

AUGUST 22, 1974

To date, we have received two (2) telephone calls; one in favor of annexation, and one opposed. The individual objecting to annexation was Ervin Casper, the owner of the trailer court, who asked that his objection be entered into the minutes of the City Council Meeting.

This matter is now being presented to the Mayor and City Council for consideration.

s/ Rod Gilchrist

Wood then invited comment from the floor of the Council Chambers.

Mr. Carl Cooper, 2516 Mars Street, appeared before the Council and listed several advantages which would accrue to residents of Esquire Acres, in his opinion, if said area were to be annexed to the City. These included Police protection, lower fire insurance rates, street lighting, qualified utility maintenance, lower utility rates, elimination of library fees, increased property values and the continuing right and opportunity to be heard by the Mayor and City Council, as if and when problems should occur. Mr. Cooper acknowledged the fact that property taxes would increase but felt the advantages of annexation would far exceed the disadvantages.

In answer to a question by an unidentified party, it was learned that the streets of Esquire Acres, when annexed, would be swept as often as any and all other streets within the City.

In answer to a question by Mr. Richard Ager, 626 North Bellin Road, Councilman Gesas explained that problems pertaining to surface water, storm sewage and flooding would normally be resolved by the creation and establishment of a Local Improvement District, whether the area in question was annexed or not.

Mr. Max Isaacson, 544 Neptune, appeared briefly, objecting to annexation. Having lived within the City Limits and now a resident of Esquire Acres, he said he was not aware of any advantages to residing within the City, either from the standpoint of services or property values.

Mr. Joseph Syczylo, 2375 Morningstar Lane, appeared and explained that he operated a target range at his residence. He asked, in the event of annexation, if he would be permitted to continue. A Councilman answered in the affirmative, providing there was no objection from nearby residents. Mr. Syczylo said he anticipated no problem, inasmuch as he has been so engaged for over two years. Mr. Syczylo then stated that since the City's electric rate increase, there was very little difference in electric cost. He said he had checked with two local insurance companies and was told that there would be no difference on fire insurance rates.

Mr. Wayne Killian, 2488 Mars, disputed Syczylo's statement. He said he had checked and was informed that there would be quite a savings on insurance rates.

In answer to a question, City Planner Gilchrist appeared briefly to explain that, in the event of annexation, all County building permits on existing construction would be honored but that future inspection would be administered by the City.

Mr. Ager reappeared briefly and stated that he was one of the affected property owners that would be subjected to vacating and relocation because of the need for additional Airport runway extension. He said that, after conferring with the Attorney, he belatedly realized he would be forced to vacate and that, in the interests of future planning, he needed a date when vacation would become necessary.

Mr. Marvin Herndon, 648 North Bellin Road then appeared and said his was a similar problem. He questioned the propriety of a building permit having been issued, under these circumstances.

Councilman Gesas explained that the building permit was issued by the County. In answer to both of these men, Gesas said the Airport extension was deemed necessary to conform with FAA requirements and the City was just recently notified in this regard by that agency. Gesas said no specific date for vacation had been set but all affected parties would be invited to confer with the

AUGUST 22, 1974

Director of Aviation and the Airport Committee as soon as possible as a means of resolving the problem with the minimum amount of inconvenience.

Mr. Richard Doyle, a commercial pilot, appeared and asked why it was necessary to extend Runway No. 21. He said the Airport facilities are adequate and he could see no need for the said extension. He said that the Idaho Falls Airport Runway is one of the best in the nation.

Councilman Gesas explained that the runway itself is not to be affected but the clear zone had to be extended to meet FAA requirements. He said this had been incorporated in the future planning of the Airport.

Councilman Karst explained that, in the event of annexation, all Esquire Acres property owners would share in the existing general obligation debt of the City such as the Airport Bond Issue and the small outstanding balance of the Fire Improvement Bond issue.

Councilman Hovey said that he wanted to clarify the electrical situation. He said that there would be no electrical services available to Esquire Acres until 1976. The City will commence acquisition of the Utah Power and Light System in Esquire Acres starting in 1976 on a piece meal basis until the entire system is acquired in about 1981. He said the City would start on the east side of Esquire Acres and work to the west side. There will be no improvements made to the street lighting system until each segment of the system is purchased unless Utah Power and Light Company undertakes upgrading of the system in the interim period.

There being no further comment, this Ordinance was introduced by Councilman Wood:

ORDINANCE NO. 1390

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS; DESCRIBING SAID LANDS AND DECLARING SAME A PART OF THE CITY OF IDAHO FALLS, IDAHO. (ESQUIRE ACRES)

The foregoing Ordinance was presented in title. It was moved by Councilman Wood, seconded by Karst, that the provisions of Section 50-902 of the Idaho Code requiring all ordinances to be fully and distinctly read on three several days be dispensed with. The question being, "SHALL THE PROVISIONS OF SECTION 50-902 OF THE IDAHO CODE REQUIRING ALL ORDINANCES TO BE READ ON THREE SEVERAL DAYS BE DISPENSED WITH?" Roll call as follows: Ayes, 6; No, none; carried. The majority of all the members of the Council present having voted in the affirmative, the Mayor declared the rule dispensed with and ordered the ordinance placed before the Council for final consideration the question being, "SHALL THE ORDINANCE PASS?" Roll call as follows: Ayes, 6; No, none; carried.

It was then moved by Councilman Wood, seconded by Karst, that this newly annexed area be zoned as follows: The present C-2 County Zoning to be zoned RSC-1; the area on the east side of Moonlite Drive be zoned R-3; the tier of lots backing up to the commercial area and fronting on the south side of Mars Street be zoned R-2; the remainder of the area be zoned R-1 with the exception that the trailer court be included in the RSC-1 Zone as a non-conforming use. Roll call as follows: Ayes, 6; No, none; carried.

It was moved by Councilman Wood, seconded by Karst, that the Building Official be directed to incorporate the foregoing initial zoning on the official zoning map, located in his office. Roll call as follows: Ayes, 6; No, none; carried.

Mr. Irwin Casper, owner and operator of the Corner Trailer Court, 240 North Bellin Road, appeared briefly to protest the foregoing zoning on the grounds that it constituted sport zoning. Councilman Karst explained that the City had no control over the manner in which Esquire Acres had been developed; neither did the City have any control over the manner in which Esquire Acres and the immediate surrounding area had been zoned by the County. Karst said the best that could

AUGUST 22, 1974

be accomplished, under the circumstances, was to recognize existing development and, where necessary, if it did not conform to accepted planning, place it in non-conforming use.

The Mayor thanked all those present for their cooperative attitude and patience and pledged that he and the City Councilmen would make every effort to cooperate with all residents of this newly annexed area.

Noting a contingent of citizens in the Council Chambers interested in a Library Bond Election, the Mayor called on Councilman Karst to conduct this portion of the agenda. Karst said that the need for a new and improved library had not lessened since the defeat of a library bond issue in 1968. He said the timing appeared appropriate for scheduling another library bond election.

At the invitation of Councilman Karst, Mr. Conrad Bowman, Chairman of the Library Citizens' Committee appeared before the Council. Mr. Bowman said the need for a new library is self-evident, illustrated by the fact that, since the present library was constructed, 16 new schools and 40 new churches have been constructed within the City. He said this indicated that, in these sectors, the community has adequately risen to meet the needs of its growing population.

City Librarian Jeanne Goodrich appeared and listed the inadequate conditions of the existing library including the inferior study areas, the antiquated plumbing and electrical wiring, the unsafe sagging floor and the absence of an area to display educational films, the absence of facilities to serve the handicapped and sufficient parking area. She said it would be hoped that a new library would be sufficiently large to accommodate the public for at least 20 years. The City Librarian continued by saying it would also be hoped that a new library would provide shelving for 176,000 books, ramps, and other special features for the handicapped and others.

Mr. Ralph Hartwell, Site Committee Chairman, then appeared before the Council. He first presented those needed requirements, site-wise, for an adequate library. He said several areas had been considered and investigated and that, in the opinion of his committee, the most favorable site and the one they were recommending was the area between Capital Avenue and Park Avenue, bounded by Broadway on the north, and Eagle Rock Street on the south. Hartwell said the Redevelopment Commission had agreed to hold this property, at a purchase price of \$303,148 until after the Bond Election.

Finally, Mr. William Rigby, Chairman of the Library Board of Trustees, appeared before the Council. He said that, after much study and analysis, it was determined that the total cost of a new Library, including land acquisition, construction, furnishings and architectural fees, would be in the amount of \$2,677,000.00.

Architects sketches of the proposed library were then displayed by various members of the Committee.

Mrs. Pamela Lassahn, representing the American Association of University Women, appeared before the Council and presented this letter:

American Association
of University Women
August 22, 1974

Mayor S. Eddie Pedersen and
The City Council of Idaho Falls
Idaho Falls, Idaho

Dear Sirs:

AUGUST 22, 1974

The American Association of University Women traditionally supports programs that provide equal opportunity for the best possible education for every individual. Thus, we enthusiastically support the drive for a new library whose need is only too apparent.

In addition, we are offering to the Citizens' Committee for a new library AAUW's assistance in helping educate the public of the need for a new library.

Sincerely,
s/ Pamela Lussahn
Legislative Chairman

Councilman Karst thanked Mrs. Lassahn, on behalf of the organization she represented, for this letter of endorsement and their civic interest in this regard.

From the City Clerk this memo was submitted:

City of Idaho Falls
August 16, 1974

Honorable Mayor and City Council
City of Idaho Falls
Idaho Falls, Idaho

Gentlemen:

In the event that an ordinance is presented, considered and passed on all three readings at the next regular Council Meeting, August 22, 1974, calling for a library bond election on October 8th, 1974, the following represents our recommendations for the sixteen (16) polling places:

PRECINCT NUMBER

VOTING PLACE

No. 1	A. H. Bush Elementary School
No. 2	Highland Park Log Hut
No. 3	Riverside Elementary School
No. 4	Veterans Memorial Building
No. 5	Templeview Elementary School
No. 6	O.E. Bell Junior High School
No. 7	Hawthorne Elementary School
No. 8	Longfellow Elementary School
No. 9	Linden Park Elementary School
No. 10	Theresa Bunker Elementary
No. 11	Pinecrest Golf Course Clubhouse
No. 12	Dora Erickson Elementary
No. 13	Emerson Elementary School
No. 14	I.F. Senior High School
No. 15	Edgemont Gardens Elementary
No. 16	Ethel Boyes Elementary School

AUGUST 22, 1974

Further, in the same event, these are our recommendations for workers at the polls, consisting of one (1) Judge, four (4) Clerks and one (1) Constable:

Precinct No. 1, A.H. Bush Elementary School, Judge, Beulah Nichols; Clerks, Myrtle Ludlow, Veda Crofts, Geraldine Baird, Beth Chandler; Constable, Mickey Gourley.

Precinct No. 2, Highland Park Log Hut; Judge, Joy Hobbs; Clerks, Blanche Nixon, Betty Omanson, LaRue Bell, Joyce Shrader; Constable, Clyde Nixon.

Precinct No. 3, Riverside Elementary School; Judge, Ethel Rasmussen; Clerks, LaVinia Van Orden, Harriett Richards, Inez Molen, Vida Hulet; Constable, Albert Hulet.

Precinct No. 4, Veterans Memorial Building, Judge, Ethel Rasmussen; Clerks, Lucy Collett, Sarah Kinghorn, Alta Ellison, Leah Merrill; Constable, Alois Cziep.

Precinct No. 5, Templeview Elementary School, Judge, Lois Molen; Clerks, Afton Wilson, Eileen Anderson, Wilma Olsen, Wally J. Stark; Constable, Wesley Molen.

Precinct No. 6, O.E. Bell Junior High School, Judge, Glenn Robson; Clerks, Francisca Garcia, Dena Warner, Laura Melquist, May Walker; Constable, Tom Robson.

Precinct No. 7, Hawthorne Elementary School, Judge, Clara Jenkins; Clerks, Zelma Storer, Lillian Earl, Patsy Cherry, Eva Dick; Constable, Adah Lempke.

Precinct No. 8, Longfellow Elementary School, Judge, Jane Storer; Clerks, Marie Nielsen, Viola Ondrak, Donalee Whittaker, Dorothy Gihring; Constable, Willard Storer.

Precinct No. 9, Linden Park Elementary School, Judge, Mrs. Keith Park; Clerks, Mildred Stommel, Ruth Peterson, Eileen Bowcott, Jewel Bidstrup; Constable, Weldon Lundberg.

Precinct No. 10, Theresa Bunker Elementary School, Judge, Jane Heffner; Clerks, Bertha Williams, Ruth Siqueiros, Ruby Berry, Iola Barnard; Constable, Bob Heffner.

Precinct No. 11, Pinecrest Golf Course Club House, Judge, Edna Denning; Clerks, Billie Hagen, Lenaia Lords, Mae Jones, Arzella Leavitt; Constable, Claude Webster.

Precinct No. 12, Dora Erickson Elementary School, Judge, Jan Jensen; Clerks, Jenny Griggs, Mae Hoffman, Gwen Evans, Ruth Harrop; Constable, Pauline Nielsen.

Precinct No. 13, Emerson Elementary School, Judge, Inis Blakely; Clerks, Eila Nielsen, Clarice Larson, Zelda Berggren, Ila Bills; Constable, George Blakely.

Precinct No. 14, Idaho Falls Senior High School, Judge, Thelma Fullmer; Clerks, Jean Hanson, Ada Littenaker, Ellen Mansfield, Carolyn Loesel; Constable, Ben Brown.

Precinct No. 15, Edgemont Gardens Elementary School, Judge, Helen Nyhr; Clerks, Norma Tuttle, June Bills, Barbara Humez, Eleanor Wilmot; Constable, A.R. Tuttle.

AUGUST 22, 1974

Precinct No. 16, Ethel Boyes Elementary School, Judge, LaDean Worton; Clerks, Elsie Williams, Ann Carroll, Ellen Bingham, Veda Smith; Constable, Wally Smith.

Further, based upon past precedence, we recommend that compensation for the above listed workers, in the event they are approved, be as follows: \$20.00 for Judges and \$15.00 for Clerks and Constables.

Your approval on all of the foregoing is requested.

Respectfully submitted,
s/ Roy C. Barnes
City Clerk

It was moved by Councilman Karst, seconded by Freeman, that these appointments be confirmed and all other recommendations be approved as stated. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Karst complimented this group for a very fine presentation. The following ordinance was introduced in written form by Councilman Karst and was read by title. Councilman Gesas moved that the rule requiring the reading of the ordinance three different days be dispensed with and the motion was adopted by the vote of not less than four of the Council, to wit: Aye; Councilman Erickson, Councilman Freeman, Councilman Gesas, Councilmen Hovey, Councilman Karst and Councilman Wood; Nay, none, carried.

The ordinance was thereupon read by title and was read in full, after which, pursuant to motion made by Councilman Karst and seconded by Councilman Gesas, the ordinance was adopted by the following vote: Councilman Erickson, Councilman Freeman, Councilman Gesas, Councilman Hovey, Councilman Karst, and Councilman Wood; Nay, none.

The ordinance was thereupon signed by the Mayor in evidence of his approval, was attested by the Deputy City Clerk, was ordered recorded and is as follows:

ORDINANCE NO. 1391

AN ORDINANCE CALLING AN ELECTION FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF SAID CITY THE PROPOSITION OF THE ISSUANCE OF \$2,677,000 GENERAL OBLIGATION LIBRARY BONDS OF THE CITY OF IDAHO FALLS, AND PROVIDING FOR THE ISSUANCE OF SUCH BONDS IN THE EVENT THEY ARE VOTED AT SUCH ELECTION.

Councilman Gesas, noting several citizens in the Council Chambers interested in the bicycle path ordinance, passed on its first reading at the last Council Meeting, introduced Mr. Leo Romer, 205 Lloyd Circle. Mr. Romer listed many suggestions that he, as an experienced cyclist felt should be included in the ordinance to make it a good, workable program. Therefore, it was moved by Councilman Gesas, seconded by Freeman, that this matter be tabled until the next regular Council Meeting on September 12, 1974. Roll call as follows: Ayes, 6; No, none; carried.

License applications for RESTAURANT, Dolores Casella for Stockyard Café; PHOTOGRAPHY, Jeannine M. Davis with Davis Photo, Shelley, Idaho; JOURNEYMAN PLUMBER, Wayne Bowden; CLASS C JOURNEYMAN, GAS HEATING & WET HEAT, Wayne Bowden; CLASS D JOURNEYMAN, WARM AIR, Robert J. Myler; BARTENDER, Marcia B. Hamblin, Margaret Thayer, Valerie Hathaway; TAXI OPERATOR, Joseph Bauer, PRIVATE PATROLMAN, Donald A. Isaacson and Robert L. Byrd,

AUGUST 22, 1974

were presented. It was moved by Councilman Wood, seconded by Freeman, that these licenses be granted, subject to final approval of the appropriate Division Director, where required. Roll call as follows: Ayes, 6; No, none; carried.

Presented by the City Clerk was a City redemption tax deed in favor of Reese Casperson, accompanied by this resolution:

R E S O L U T I O N (Resolution No. 1974-24)

WHEREAS, the City of Idaho Falls, did, under and pursuant to the provisions of Chapter 17, Title 50, Idaho Code, and by deeds of the City Treasurer dated the 21st day of May, 1970, recorded as Instrument Nos. 408002 and 407993, records of Bonneville County, Idaho, acquire title to and possession of the following described real property, to-wit:

In the Highland Park Addition to the City of Idaho Falls,
County of Bonneville, Lots 25, 26 and 27 of Block 33 per
the recorded plat thereof.

WHEREAS, Reese Casperson has offered to pay to the City of Idaho Falls the amount for which said property was sold to the City, together with all the installments of assessments subsequent to the one for which said property was sold and then due, together with penalties and interest thereon;

NOW THEREFORE, BE IT RESOLVED:

That the Mayor and City Clerk be, and they hereby are, authorized and directed, upon the payment of said sum of money by said purchaser to make, execute and deliver to the said REESE CASPERSON, a deed to said property, pursuant to the provisions of Section 50-1751, Idaho Code,

PASSED BY THE COUNCIL this 22nd day of August, 1974.

APPROVED BY THE MAYOR this 22nd day of August, 1974.

ATTEST: s/ Velma Chandler
Deputy City Clerk

s/ S. Eddie Pedersen
Mayor

It was moved by Councilman Karst, seconded by Freeman, that the Mayor and City Clerk be authorized to sign the resolution and the deed. Roll call as follows: Ayes, 6; No, none; carried.

This letter from the City Clerk was presented and read:

City of Idaho Falls
August 15, 1974

Honorable Mayor and City Council
City of Idaho Falls
Idaho Falls, Idaho

Gentlemen:

AUGUST 22, 1974

On August 15, the writer, at the request of the Mayor, contacted Mr. Rich Michaels, Executive Vice President of the Idaho First National Bank, Boise, Idaho, advising him that his firm had been selected as fiscal agent for the Library Bond Issue to be conducted October 8th, 1974. It is the writer's understanding that this action had been informally taken by the Mayor and City Council after several discussions with, and at the request of the Citizen's Committee and the Library Board of Trustees who, jointly, indicated the proposal for a Library Bond Election.

We hereby request official ratification of this action.

Respectfully submitted,
s/ Roy C. Barnes
City Clerk

It was moved by Councilman Karst, seconded by Freeman, that the appointment of the Idaho First National Bank, Boise, Idaho, as fiscal agent for the Library Bond Issue, be ratified. Roll call as follows: Ayes, 6; No, none; carried.

By memo, the Electrical Engineer presented this letter from Architect Lawrence Matson:

August 9, 1974

City of Idaho Falls
Electric Division
P.O. Box 220
Idaho Falls, Idaho

RE: City Electric Building

Gentlemen:

We are transmitting herewith a letter dated July 25, 1974, from Ormond Construction Company requesting an extension of time of thirty (30) calendar days due to time lost during the recent strike of all construction crafts.

Paragraph 8.3.1 of the General Conditions of the contract reads in its entirety as follows:

“8.3.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the owner or the architect, or by any employee of either, or by any separate Contractor employed by the owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the owner pending arbitration, or by any cause which the architect determines may justify the delay, the contract time shall be extended by change order of such reasonable time as the architect may determine.”

In view of the above, we recommend that the Contractor's request for an extension of time of thirty (30) days be granted, and that we be authorized to prepare a formal change order to that effect.

AUGUST 22, 1974

Very truly yours,
s/ Lawrence E. Matson
Architect, A.I.A.

It was moved by Councilman Hovey, seconded by Gesas, that this time extension be granted for the period and reason as stated and the Mayor be authorized to sign the change order, when prepared. Roll call as follows: Ayes, 6; No, none; carried.

By memo, the City Planner drew attention to the need of a zoning hearing to consider a rezoning petition. It was moved by Councilman Wood, seconded by Karst, that said hearing be scheduled for September 12, 1974, and the City Clerk be authorized to publish a legal notice accordingly. Roll call as follows: Ayes, 6; No, none; carried.

This memo from the Traffic Safety Committee was then presented:

City of Idaho Falls
August 22, 1974

TO: Honorable Mayor and City Council
FROM: Pollock, Chairman
SUBJECT: RECOMMENDATION FOR CHANGE OF SCHOOL CROSSING

Traffic Safety Committee has recommended that the school crossing and signal which have been on 17th Street and Woodruff be moved to St. Clair on 17th Street.

(Since the development of the shopping center the youngsters are and will have more reason to cross at St. Clair than at Woodruff. There is no change in distance.)

s/ Robert D. Pollock

It was moved by Councilman Wood, seconded by Freeman, that the change, as recommended, be approved. Roll call as follows: Ayes, 6; No, none; carried.

From the Parks & Recreation Director, came this memo:

City of Idaho Falls
August 22, 1974

TO: Mayor and City Council
FROM: Ernest C. Craner
SUBJECT: TENNIS COURTS AT CLAIR E. GALE

Having received only one bid for the construction of three (3) tennis courts at Clair E. Gale Junior High School, the City Engineer Department, School District #91, B.O.R. and Parks and Recreation Department request that the bid from Kennaday Paving Company for \$44,500 be awarded.

It is also requested that the City Electrical Department do the service and lighting for \$7,000.00.

Total Cost: \$51,500.00.

s/ Ernie Craner

AUGUST 22, 1974

It was moved by Councilman Freeman, seconded by Erickson, that the one bid, as described, for tennis courts be accepted with the understanding that the City Electric Department be responsible for the service and lighting as recommended. Roll call as follows: Ayes, 6; No, none; carried.

The following resolution was introduced by Councilman Wood, read in full, considered and adopted:

RESOLUTION (Resolution No. 1974-25)

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO ACCEPTING THE GRANT OFFER OF THE UNITED STATES OF AMERICA THROUGH THE FEDERAL AVIATION ADMINISTRATION IN THE MAXIMUM AMOUNT OF \$483,684 TO BE USED UNDER THE AIRPORT DEVELOPMENT AID PROGRAM PROJECT NO. 8-16-0018-03 IN THE DEVELOPMENT OF IDAHO FALLS MUNICIPAL (FANNING FIELD) AIRPORT.

Be it resolved by the members of the City Council of the City of Idaho Falls, Idaho, as follows:

Section 1. That the City of Idaho Falls shall accept the Grant Offer of the United States of America in the amount of \$483,684 for the purpose of obtaining Federal Aid under Project No. 8-16-0018-03 in the development of Idaho Falls Municipal (Fanning Field) Airport; and

Section 2. That the Mayor of the City of Idaho Falls is hereby authorized and directed to sign the Statement of Acceptance of said Grant Offer (entitled Part II – Acceptance) on behalf of the City of Idaho Falls, and the Deputy City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City of Idaho Falls on the aforesaid Statement of Acceptance; and

Section 3. A true copy of the Grant Offer referred to herein is attached hereto and made a part thereof.

GRANT ACCEPTANCE
PART I – OFFER

Date of Offer: August 19, 1974

Idaho Falls Municipal (Fanning Field) Airport
Project No. 8-16-0018-03
Contract No. DOT-FA75NW-0454

TO: The City of Idaho Falls, Idaho
(Herein referred to as the “Sponsor”)
FROM: The United States of America (Acting through the Federal Aviation Administration, herein referred to as the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 2, 1974, for a grant of Federal Funds for a project for development of the Idaho Falls

AUGUST 8, 1974

Municipal (Fanning Field) Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved, by the FAA is hereby incorporated herein and made a part thereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project"), consisting of the following-described airport development:

Acquire land (property interest satisfactory to the Administrator in Area 3 as shown on Exhibit "A"), relocation of persons; rehabilitate, strengthen, and mark portions of runway 21 and runway 16 threshold lights; expand aircraft parking apron; relocation of NAVAIDS;

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended, (49 U.S.C. 1701), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided. THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES, to pay, as the United States share of the allowable costs incurred in accomplishing OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 83.64 per centum of all allowable project costs.

This offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this offer shall be \$8,364.00 for the cost to the sponsor of providing payments and assistance for relocation of persons and \$475,320.00 for all other allowable project costs.
2. The Sponsor shall:
 - (a) Being accomplishment of the Project within sixty (60) days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) Carry out and complete the Project without undue delay and in accordance with the terms hereof, the Airport and Airway Development Act of 1970, and Sections 152.51-152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) in effect as of the date of this Offer, which Regulations are hereinafter referred to as the "Regulations";
 - (c) Carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.

AUGUST 22, 1974

3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 152.47 (b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 152.65-152.71 of the Regulations. Final Determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 152.71 of the Regulations; provided, that, in the event a semi-final grant payment is made pursuant to Section 152.71 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.
5. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 20 in Part V of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the Airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor or on or before September 30, 1974 or such subsequent date as may be prescribed in writing by the FAA.
8. The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on credit from the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee the following Equal Opportunity Clause.

During the performance of this Contract, the Contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

AUGUST 22, 1974

applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

- (b) The contractor, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AUGUST 22, 1974

The sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The sponsor agrees that it will assist and cooperate with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency with the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The sponsor further agrees that it will refrain from entering into any contract or contract modification, subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part III, Subpart D of the Executive Order. In addition, the sponsor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.

9. The sponsor will send a copy of all invitations for bids, advertised or negotiated, for concessions or other businesses at the airport to the Office of Minority Business Enterprise, 450 Golden Gate Avenue, San Francisco, California 94102, or its place of business as may be designated, and make information about the contracts, contracting procedures and requirements available to OMBE or its designated affiliate and minority forms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to invitations for bids shall be treated in the same manner as all other responses to the invitations for bids. Compliance with the preceding paragraph will be deemed to constitute compliance by the sponsor with the requirements of sub-paragraph (a) (1) (x) of Appendix C to Part 21, regulations of the office of the Secretary of Transportation.
10. It is understood and agreed by and between the parties hereto that the plans and specifications for this project shall be those plans and specifications approved in writing by the FAA.

AUGUST 22, 1974

11. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 27 of Part V of the Project Application dated August 2, 1974, and therefore, it is understood and agreed that the Sponsor is under no obligation to furnish any areas or rights without cost to the Federal Government under this Grant Agreement. However, nothing contained therein shall be construed as altering or changing the rights of the United States and/or the obligations of the Sponsor under prior Grant Agreements to furnish rent-free space and/or cost free areas or rights for the activities specified in such agreements.
12. It is understood and agreed by and between the parties hereto that sponsor's "Standard DOT Title VI Assurances" dated August 2, 1974, is hereby incorporated herein and made hereof by reference.
13. It is agreed that the parking accommodations now being provided by the sponsor for FAA official and employee vehicles at the airport are adequate and that no action will be taken to alter this relationship, or to curtail or enlarge the demand for parking facilities, without the written consent of the parties.
14. It is understood and agreed by and between the parties hereto that all acquisition of real property under this project will be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as specified in the Sponsor's Assurance dated June 18, 1974.
15. It is understood and agreed by and between the parties hereto that until the sponsor has submitted evidence that it has acquired a fee title or such lesser property interest an may be found satisfactory to the FAA in and to Area 3 as shown in the property map attached hereto and identified as Exhibit "A", or any portion thereof for which grant payment is sought, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport, the United States, will not make nor be obligated to make any payments involving Area 3.
16. By its acceptance hereof the sponsor covenants and agrees that with respect to Area 3 as shown on Exhibit "A", it will clear said areas of any existing structures, prior to final payment under the project and that it will not erect nor permit the erection of any permanent structures therein except those required for aids to air navigation or those which may be specifically approved by the FAA.
17. This offer and acceptance is based on preliminary data for the relocation of NAVAIDS and the parties hereby covenant and agree that no work commence on this item until the final plans and/or specifications are approved in writing by the FAA.
18. Nor withstanding its inclusion in the approved plans and specifications it is understood and agreed that all costs relating to the following items of development are ineligible for ADAP participation in this project:
 - a. Automobile Parking Area
 - b. East Airport Access Road

AUGUST 22, 1974

19. The parties hereto agree that the United States shall not make nor be obligated to make any payment in excess of fifty percent (50%) of the Federal share of the total estimated costs of the project or fifty percent (50%) of the maximum obligation of the United States as stated in the Grant Agreement, whichever is the lower, until the sponsor has removed that portion of the trees which penetrate the "Existing 50:1" surface for the runway 21 approach, the dimensions of which are shown on the airport layout plan approved by FAA on April 4, 1974.

The Sponsor's acceptance of this Offer and ratifications and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Development Act of 1970, consisting the obligations and rights of the United States and the sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINIS.
By: s/ Robert O. Brown
Chief Airports Division, ANW-600

PART II ACCEPTANCE

The City of Idaho Falls, Idaho does hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 22nd day of August, 1974.

The City of Idaho Falls
Name of Sponsor

s/ S. Eddie Pedersen
Mayor

ATTEST: s/ Velma Chandler
Deputy City Clerk

By memo, Director of Aviation Pete Hill drew attention to the fact that bids had been opened on August 6th, 1974, for certain Airport improvements. In said memo, Hill relayed the recommendation of the Airport Committee as follows: That Allied Paving Corporation be awarded the bid in the amount of \$195,585 for improvements to the NE runway area and the parking apron extension, deleting the aircraft tie downs and the parking apron striping in the amount of \$6,500, subject to final approval by the F.A.A.; also, as part of the Allied Paving bid, acceptance of that portion pertaining to the employee parking lot extension in the amount of \$2,885, less the curb and gutter item in the amount of \$1,200; and finally, that the Director of Public Works and the Director of Aviation be authorized to negotiate with Allied Paving towards improving and hard

AUGUST 22, 1974

surfacing the unpaved portion of Foote Drive not to exceed \$45,000. It was moved by Councilman Wood, seconded by Gesas, that these various recommendations, as listed and described, be accepted. Roll call as follows: Ayes, 6; No, none; carried.

ORDINANCE NO. 1392

AN ORDINANCE PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF CREATING LOCAL IMPROVEMENT DISTRICT NO. 48 IN THE CITY OF IDAHO FALLS, IDAHO, AND OF MAKING LOCAL IMPROVEMENTS, THEREIN (EXCLUSIVE OF THE COST AND EXPENSES OF IMPROVEMENTS WITHIN STREET INTERSECTIONS) BY INSTALLMENTS PAYABLE IN FIFTEEN EQUAL ANNUAL PAYMENTS AS NEARLY AS MAY BE, AND AUTHORIZING THE ISSUANCE OF LOCAL IMPROVEMENT BONDS OF SAID DISTRICT IN THE NAME OF SAID MUNICIPALITY FOR SAID INSTALLMENTS, AND FIXING THE RATE OF INTEREST THEY SHALL BEAR AND MAKING THE SAME PAYABLE ANNUALLY.

The foregoing Ordinance was presented in title. It was moved by Councilman Karst, seconded by Erickson, that the provisions of Section 50-902 of the Idaho Code requiring all ordinances to be fully and distinctly read on three several days be dispensed with. The question being, "SHALL THE PROVISIONS OF SECTION 50-902 OF THE IDAHO CODE REQUIRING ALL ORDINANCES TO BE READ ON THREE SEVERAL DAYS BE DISPENSED WITH?" Roll call as follows: Ayes, 6; No, none; carried. The majority of all the members of the Council present having voted in the affirmative, the Mayor declared the rule dispensed with and ordered the ordinance placed before the Council for final consideration the question being, "SHALL THE ORDINANCE PASS?" Roll call as follows: Ayes, 6; No, none; carried.

There being no further business, it was moved by Councilman Erickson, seconded by Karst, that the meeting adjourn at 9:50 P.M., carried.

ATTEST: s/ Velma Chandler
Deputy City Clerk

s/ S. Eddie Pedersen
Mayor
