

DECEMBER 27, 1973

The City Council of the City of Idaho Falls, met in recessed regular meeting, Thursday, December 27, 1973, at 7:30 P.M., in the Council Chambers in Idaho Falls, Idaho. There were present at said meeting: Mayor S. Eddie Pedersen; Councilmen Gil Karst, Paul Hovey, Norris Gesas, Mel Erickson, and Jack Wood. Absent: Councilman Jim Freeman. Also present: Velma Chandler, Deputy City Clerk; Arthur Smith, City Attorney; Steve Harrison, Electrical Engineer; Bob Pollock, Police Chief; Les Corcoran, Fire Chief; Lorna Coughlin, City Treasurer; Lee Mundell, Personnel Director.

The Mayor welcomed Curtis Grover, a scout, who was present in the Council Chambers and thanked him for his presence and his interest.

Minutes of the last recessed, regular meeting, held December 13, 1973, were read and approved as amended.

The Mayor invited City employee retire Leonard Bray to the Council Table. The Mayor said he had mixed emotions in congratulating Leonard for the fine service he has performed. During nearly a quarter of a century he had worked for the City in metering, lights and traffic signalization. He said Leonard had made a fine impression on the community. He commended him for his foresight in retiring 1½ years early to enjoy his hobbies. The Mayor complimented Leonard and his wife as two of the top bowlers in the City and wished them "good bowling" in the future. He presented Leonard with an inscribed billfold and wished him many happy years of retirement.

Leonard then thanked everyone for their cooperation and good help. He said it was because of a cooperative Mayor and fine Councilmen and his fellow workers that his department had operated smoothly. He then received congratulations and handshakes from all City Officials around the Council Table.

License applications for RESTAURANT, Marvin F. Rice for BPOE Elks, Kay Toketa for Skyline Lanes Café, John M. Ransom for Russet Bar and Café, Jack Magnusson for Scotty's Drive, Ren Chambers for Chambers Black Angus; HOTEL, Janet Fletcher McCormick for Grand Hotel; PHOTOGRAPHY, P. K. McKenzie for Jack B. Nimble Portraits, Inc.; JUNK DEALER, Orville Waddell for McCarty's; SECOND HAND STORE, Audrey L. Hancock and Ronald V. Hancock for The General Store; AUCTIONEER, LaVern Seal for Northwest Liquidators; THEATRE, Peter Degn for Paramount Theatre; ELECTRICAL CONTRACTOR, Walter Whipple with Whipple Electric, Donald L. Scarlet for Johnson Service Company, Glayde Hill for Century Electric, Wayne M. Harris for School District No. 91, Joe Triplett for Northwest Electric; JOURNEYMAN ELECTRICIAN, William L. Whipple, Wilford L. Whipple, Weldon L. Whipple, Donald L. Scarlet, Glayde Hill, Daniel Norris, Kay Thurman, Wayne Harris, Irvin Leonard Bray, Max J. Storer; APPRENTICE ELECTRICIAN, Wesley L. Whipple, Walter L. Whipple, Jr., and Stephen W. Ralls all with Whipple Electric; MASTER PLUMBER, Ken Frazee with Atlas, Inc., Roger Sanderson with American Plumbing and Heating, Lewis Thompson with Lew Thompson Plumbing, E. L. Holmgren, with First Street Plumbing and Heating, Lynn Harris with Hartwell Excavating Company, F. L. Pendleton with F. L. Pendleton Plumbing, Harold W. Bates with Harold Bates Plumbing; JOURNEYMAN PLUMBER, Lewis Thompson, F. L. Pendleton, Lynn Harris, Harold Bates; APPRENTICE PLUMBER, Larry R. Bates with Harold Bates Plumbing; CLASS A CONTRACTOR, GAS, WET HEAT, WARM AIR AND REFRIGERATION, Ken Frazee with Atlas, Inc., Wendel Sanderson with American Plumbing and Heating, CLASS B CONTRACTOR, GAS, WARM AIR AND WET HEAT, E. L. Holmgren with First Street Plumbing; CLASS C CONTRACTOR, GAS AND WET HEAT, Adrian DeKramer with Bradley Boiler Company, Inc., F. L. Pendleton with Pendleton Plumbing; CLASS D CONTRACTOR, GAS FITTING, Paul M. Ostler with Paul's Natural Gas Service, Dick Scott with Koldaire Inc., W. C. Scott with Scotts Refrigeration, Inc., Gerald Seedall with Gerald Seedall Refrigeration; CLASS C JOURNEYMAN, GAS FITTING AND WET HEAT, F. L. Pendleton, Adrian DeKramer; CLASS D JOURNEYMAN, GAS FITTING, Paul M. Ostler; CLASS D

JOURNEYMAN, WARM AIR HEATING, Rex Onan; CLASS D JOURNEYMAN, REFRIGERATION, Dick Scott, Myron Beeson, Gene Mark, W. C. Scott; CLASS D APPRENTICE, GAS FITTING, Blair Nave,
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Mark Ostler, Gary Ostler; TAXI CAB OPERATOR, William Douglas Wilkey; BARTENDER, Larry L. Finstad, LIQUOR, Ted LeBaron for LeBaron's Coffee Shop and Lounge, Willard R. Wood for Westbank Coffee Shop and Lounge, Ralph Ingram for Ford's Cigar Store; Lloyd Brown for Eagles Lodge No. 576, Johnny Ransom for Russet Bar and Café; Millard M. Devine for Broadway Café and Lounge, George P. Forschler for Ponderosa Inn, Inc., Ercel Monsen for Samoa Club were presented. It was moved by Councilman Erickson, seconded by Wood, that these licenses be granted, subject to the approval of the appropriate Division Director, where required. Roll call as follows: Ayes, 5; No, none; carried.

The City Clerk presented 34 license applications as follows: GROCERY STORE, Andy Stavros for Midget Market, R. Romrell for OK Saving Center, R. Romrell for Northgate Saving Center, Vern Kelsch for Memorial Drive Saving Center, Inc., Acie J. Wood for Highland I.G.A., Bert Wellman for Holiday Market, Monty Howell for Monty's Food King, 815 South Holmes and 1598 West Broadway, Jim E. Haggard for Reed's Mini-Mart; BEER (CANNED AND BOTTLED, NOT TO BE CONSUMED ON THE PREMISES), Jim E. Haggard for Reed's Mini-Mart, Lamont G. Howell for Monty's Food King at 1598 W. Broadway, Jim E. Haggard for Reed's Mini-Mart; BEER, (CANNED, BOTTLED, NOT TO BE CONSUMED ON THE PREMISES), Reed's Mini-Mart, Monty's Food King, Midget Market, Steve's Sinclair Service, Holiday Market, Highland I.G.A., Saving Center, Harvey's Store, Northgate Saving Center, OK Saving Center; BEER, (CANNED, BOTTLED, TO BE CONSUMED ON THE PREMISES), Hawaiian, Shamrock; BEER (CANNED, BOTTLED AND DRAUGHT, TO BE CONSUMED ON THE PREMISES), Plaza Lanes, Dog House Bar & Café, Holiday Services, Inc., Stockman's Bar, Chamber Black Angus Drive In, Blue Room, 191 Club, BPOE Elks, Turf Bar, Skyline Lanes Café & Lounge; BOWLING LANES, Elks Lodge; DANCE HALL, Elks Lodge. It was noted that, in the interests of time, these were issued, with proper approval of the Police Chief and the Board of Health, but without formal Council approval. It was moved by Councilman Erickson, seconded by Wood, that this action be ratified. Roll call as follows: Ayes, 5; No, none; carried.

From the Purchasing Department came this memo:

City of Idaho Falls
December 21, 1973

Motor Fuels, Lubricants, Heating Oil

Honorable Mayor and Councilmembers:

Attached answers from three of ten oil companies to invitation to bid on motor fuels.

Ray Groth Oil Co. has been the supplier for the last few years. As his attached letter states, quantities for 1974 deliveries will be based on 1972 use. Deliveries and price will be in accordance with the existing quantities and price by the Federal Government at the time of delivery.

As our 1974 quantities are based on 1972 use and Ray Groth Oil Co. furnished fuel in 1972, the Purchasing Department recommends 1974 purchases be from Ray Groth Oil Co.

This recommendation subject to your approval.

s/ W. J. Skow
Purchasing Department

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It was moved by Councilman Karst, seconded by Hovey, that the offer of Ray Groth Oil as described in the above memo be accepted. Roll call as follows: Ayes, 5; No, none; carried.

Another memo from the Purchasing Department was presented as follows:

City of Idaho Falls
December 27, 1973

3-250 Single Phase Submersible Transformers

Honorable Mayor and Councilmembers:

Tabulation of bids for three 250 single phase submersible transformers is attached.

Evaluation of the only bid received show Spokane Transformer Company, Washington submitting a total bid for \$5,241.00, with 8 to 10 weeks delivery.

It is the recommendation of the Electric Light Division and the Purchasing Department that the above bid be accepted.

This recommendation subject to your approval.

s/ W. J. Skow

Councilman Hovey explained that, of 10 potential suppliers, only one had bid. It was moved by Councilman Hovey, seconded by Gesas, that the bid of Spokane Transformer Company be accepted on the above described transformers. Roll call as follows: Ayes, 5; No, none; carried.

From the Public Works Director, this memo was presented:

City of Idaho Falls
December 27, 1973

TO: Honorable Mayor and City Council
FROM: Donald F. Lloyd, Director
SUBJECT: WELL NO. 13

We have completed the test drilling for Well No. 13 and are satisfied that the site will provide an excellent producing well. We are, therefore, recommending that the Mayor and Council exercise the option with the Bowen family on the site and instruct the City Attorney to prepare a deed and the City Controller to issue the warrant.

Respectfully submitted,
s/ Don

It was moved by Councilman Gesas, seconded by Karst, that the City Attorney be directed to prepare a deed and the City Controller to issue a warrant for the above described property. Roll call as follows: Ayes, 5; No, none; carried.

This memo from City Planner Gilchrist was presented and read:

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MEMORANDUM

TO: Mayor and City Council
FROM: Rod Gilchrist
SUBJECT: WEST JENNIE LEE NO. 13 – ANNEXATION & INITIAL ZONING

At the December 13th meeting of the City Council the final plat of West Jennie Lee No. 13 was reviewed and approved by the Council. At that time the plat was not annexed to the City of Idaho Falls. At the request of the developer it is being resubmitted to the Mayor and City Council with a request to reconsider annexation to the City, with initial zoning of C-1.

s/ Rod

Councilman Wood questioned that this matter could be considered again so soon after being denied by the Council. He said that, in his opinion, a recent amendment to the zoning ordinance would not allow this to be presented for six months. Therefore, it was moved by Councilman Wood that the Council refuse to consider this request. This motion died for lack of a second.

Councilman Gesas said that he agreed in theory with Councilman Wood, but felt that the Council could not refuse to consider this request. City Planner Gilchrist appeared briefly to say that the amendment referred to by Councilman Wood, only pertained to rezoning petitions.

Wood said that if this annexation were granted, it would set a precedent for the entire area south of 17th Street being zoned for commercial development. Gesas concurred and added that a pledge had been previously made to the residents north of 17th Street that this would not happen. Gesas said that, in his opinion, the Council was obliged to honor that pledge.

Asked for an opinion, City Attorney Smith said that whether or not the area in question was annexed should be a Council decision, but that the issue should at least be officially considered for the record. Therefore, Councilman Wood said he would rephrase his motion and moved that this request for annexation and zoning of the West Jennie Lee Addition, Division #13, be denied. This motion was seconded by Councilman Gesas. Roll call as follows: Ayes, 3; No, two; carried. Councilmen Hovey, Gesas and Wood voting Aye and Councilmen Karst and Erickson voting No.

Councilman Wood presented and read this memo:

City of Idaho Falls
December 27, 1973

TO: Mayor and City Council
FROM: Jack A. Wood, Jr., Chairman Airport
SUBJECT: LEASE AND CONCESSION AGREEMENT – ROBERT G. WRIGHT DBA STAR VALLEY-JACKSON STAGES

This subject lease and concession agreement is for inter-community bus service at Fanning Field. It is based on a percentage of gross income emanating from Airport generated fares, payable quarterly; and is for a 1-year period, with option to renew for an additional 1-year period.

The Airport Committee recommends approval of this agreement.

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s/ H.P. Hill
Airport Manager

Councilman Erickson asked if this lease would interfere or otherwise conflict with the Yellow Cab lease agreement and was answered in the negative by Councilman Wood. It was moved by Councilman Wood, seconded by Gesas, that the Mayor and City Clerk be authorized to sign the above described lease. Roll call as follows: Ayes, 5; No, none; carried.

City Attorney Smith presented a special warranty deed between the City and the Idaho Falls Community Redevelopment Commission for acquisition of the land on which to construct the new electrical building. He said that it was a special type of deed and that he should read it aloud for the record, as follows:

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the Urban Renewal Plan (which, together with all modifications thereof made after the date of this Deed in accordance with applicable law, is hereinafter referred as the "Urban Renewal Plan") for the Eagle Rock Redevelopment Project (Idaho R-6) (hereinafter referred to as the "Project") has been adopted by the Idaho Falls Community Redevelopment Commission and has been approved by the City of Idaho Falls, and which is recorded in the office of the Bonneville County Recorder; and

WHEREAS, the Idaho Falls Community Redevelopment Commission is owner and holder of record of fee simple title to certain real property located in the project area; and

WHEREAS, pursuant to the Urban Renewal Plan and the applicable provisions of Idaho state law the Idaho Falls Community Redevelopment Commission is authorized to sell individual portions of land in the project area;

NOW THEREFORE, this Deed made this 27th day of December, 1973, by and between the Idaho Falls Community Redevelopment Commission (hereinafter referred to as the "Grantee"), a municipal corporation;

WITNESSETH:

That for and in consideration of the sum of Ten and No/100th Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant and convey unto the Grantee to have and to hold fee simple title together with all and singular, the hereditaments and appurtenances thereunto belonging or in any way appertaining, in and to the following described land and

premises, situate in the City of Idaho Falls, County of Bonneville, State of Idaho, and more particularly described as;

The west 8.0 feet of Lot 2, all Lots 3, 4, 5, 6, 7, 8, inclusive and Lots 22, 23, 24, 25, 26, 27, 28, 29, 30, inclusive, and west 8.0 feet of Lot 31, all in Block 3, ORIGINAL TOWNSITE, of Idaho Falls, Bonneville County, State of Idaho, according to the recorded plat thereof.

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SUBJECT TO, all applicable easements, rights of way, covenants, restrictions, reservations, building and zoning ordinances, use regulations and restrictions.

SUBJECT ALSO TO, all of the terms and conditions of the Urban Renewal Plan, Eagle Rock Development Project (Idaho R-6), together with amendments thereto.

AND, the Grantor covenants that it will warrant specially the property hereby conveyed, and that it will execute such further assurances thereof as may be requisite; provided, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered first and fifth, the continued existence of the estate hereby granted shall depend, and the Grantee hereby binds itself and its successors, assigns, grantees, and lessees forever to these covenants and conditions which covenants and conditions are, as follows:

FIRST: The Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Urban Renewal Plan or approved modification thereof;

SECOND: The Grantee shall pay real estate taxes or assessments on the property hereby conveyed, if any, or any part thereof when due and shall not place thereon any encumbrance or lien other than for temporary and permanent financing of construction of the improvements on the property hereby conveyed as provided for in the construction plans, approved by the Grantor in accordance with Article III, Section 1 of the Contract of Sale dated the 14th day of November, 1973, between the parties hereto, (hereinafter referred to as the "Contract of Sale") which contract of sale is duly recorded among the land records of the County of Bonneville, State of Idaho, and for additional funds, if any, in an amount not to exceed the consideration herein specified, and shall not suffer any levy or attachment to be made or any other encumbrance of lien to attach until the Grantor certified that all building construction and other physical improvements specified to be done and made by the Grantee have been completed;

THIRD: The Grantee shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and shall prosecute diligently the construction of said improvements to completion. Provided, that in any event, construction shall commence within six (6) months from the date

of this Deed and shall be completed within six (6) months from the commencement of such construction;

FOURTH: Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a mortgage or trustee under a mortgage or deed.

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FIFTH: The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the property hereby conveyed or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in the covenant numbered first shall terminate on March 18, 2001. The covenants and agreements contained in covenants numbered second, third, and fourth shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered second shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments on the property, if any, hereby conveyed or any part thereof. The covenant numbered fifth shall remain in effect without any limitation as to time.

In case of the breach of violation of any one of the covenants numbered second, third, and fourth at any time prior to the time the Grantor certifies that all building construction and other physical improvements have been completed, and in case such breach or such violation shall not be cured, ended or remedied within sixty (60) days after written demand by the Grantor so to do with respect to covenant numbered fourth, and three (3) months after written demand by the Grantor so to do with respect to covenants numbered second and third (provided, that a breach or violation with respect to the portion of covenant numbered third, dealing with completion of the improvements may be cured, ended or remedied within six (6) months after written demand by the Grantor so to do) or any further extension thereof that may be granted by the Grantor in its sole discretion, then all estate, conveyed under this deed, shall cease and determine, and title in fee simple to the same shall revert to and become re-vested in the Grantor, or its successors or assigns, and such title shall be re-vested fully and completion in it, and the said Grantor, its successors or assigns, shall be entitled to and may of right enter upon and take possession of the said property; provided, that any such re-vesting of title to the Grantor:

- (1) Shall always be subject to that limited by, and shall not defeat, render invalid, or limit in any way
 - (i) the lien of any mortgage or deed of trust permitted by this Deed; and
 - (ii) any rights or interests provided in the Contract of Sale for the protection of the trustees of any such deed of trust or the holders of any such mortgage; and
- (2) In the event that title to the said property or part thereof shall re-vest in the Grantor in accordance with the provisions of this Deed, the Grantor shall

pursuant to its responsibilities under applicable law use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Urban Renewal Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligations of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the above described property or any part thereof in the Urban Renewal Plan. Upon such resale of the property the proceeds thereof shall be applied.

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FIRST: To reimburse the Grantor, in its own behalf for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the Grantor from the property or part thereof in connection with such management), all taxes, assessments, and water and sewer charges with respect to the property or part thereof; and payments made to discharge and encumbrances or liens existing on the property or part thereof at the time of re-vesting of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrance or liens due to obligations, defaults, or acts of the Grantee, its successors, or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Grantor by the Grantee and its successors or transferees; and

SECOND: To reimburse the Grantee, its successors or transferees up to an amount equal to the sum of the purchase price by it for the property (or allocable to the part thereof), and the cash actually invested by it in making any of the improvements on the property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the property.

Any balance remaining after such reimbursements shall be retained by the Grantor.

The Grantor shall be deemed a beneficiary of covenants numbered first through fifth, and the United States shall be deemed a beneficiary of the covenant numbered fifth, and such covenants shall run in favor of the Grantor and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor and the United States is or remains an owner of any land or interest therein to which such covenants relate. As such a beneficiary, the Grantor, in the event of any breach of any such covenant, and the United States in the event of any breach of the covenant numbered fifth, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Promptly after the completion of the above mentioned improvements in accordance with the provisions of the construction plans, the Grantor will furnish to Grantee an appropriate instrument so certifying in accordance with the terms of the Contract of Sale. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreement and covenants in the Contract of Sale and in this Deed obligating the Grantee and its successors and assigns, with

respect to the construction of the improvements and the dates for beginning and completion thereof; provided, that if there is upon the property a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the improvements and covered by such mortgage are, in fact, substantially completed in accordance with the construction plans and are ready for occupancy, then, in such event, the Grantor and the Grantee shall accept the determination of the Federal Housing Administration as to such completion of the construction of the improvements in accordance with the construction plans, and, if the other agreements and covenants in the agreement obligating the Grantee in respect of the construction and completion of the improvements have been fully satisfied the Grantor shall

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forthwith issue its certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of the mortgage, or any insurer of a mortgage, securing money loaned to finance the improvements, or any part thereof.

The certifications provided for in paragraph next above shall be in such form as will enable it to be recorded in the property office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such certification, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said improvements and what measures or acts will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed, its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of this Special Warranty Deed.

IN WITNESS WHEREOF, the said Idaho Falls Community Redevelopment Commission has caused these presents to be signed in its name on the 27th day of December, 1973, by Charles J. Just, its Chairman, attested by Ray S. Johnson, its Secretary, and its corporate seal to be hereunto affixed.

IN WITNESS WHEREOF, the said City of Idaho Falls has caused these presents to be signed in its corporate name on the day of December, 1973, by S. Eddie Pedersen, its Mayor, attested by Roy C. Barnes, its Clerk, and its corporate seal to be hereinto affixed.

Idaho Falls Community
Redevelopment Com.
s/ Charles J. Just
Chairman

ATTEST: s/ Ray S. Johnson

Secretary

City of Idaho Falls
s/ S. Eddie Pedersen
MAYOR

ATTEST: s/ Roy C. Barnes
CITY CLERK

It was moved by Councilman Hovey, seconded by Gesas, that the Mayor and City Clerk be authorized to sign this Special Warranty Deed. Roll call as follows: Ayes, 5; No, none; carried.

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ORDINANCE NO. 1370

AN ORDINANCE ADOPTING THE UNIFORM FIRE CODE, 1973 EDITION, AS AN OFFICIAL CODE OF THE CITY OF IDAHO FALLS, EXCEPT SUCH PORTIONS AS ARE DELETED, MODIFIED, OR AMENDED AND SPECIFYING SUCH CHANGES BY REFERENCE; REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

The foregoing Ordinance was presented in title. It was moved by Councilman Hovey, 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, 5; 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, 5; No, none; carried.

ORDINANCE NO. 1371

AN ORDINANCE ADOPTING THE UNIFORM BUILDING CODE, VOLUME 1, 1973 EDITION, AS AN OFFICIAL CODE OF THE CITY OF IDAHO FALLS, EXCEPT SUCH PORTIONS AS ARE DELETED, MODIFIED, OR AMENDED, AND SPECIFYING SUCH CHANGES BY REFERENCE TO THE CITY CODE OF IDAHO FALLS, REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH: PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

The foregoing Ordinance was presented in title. It was moved by Councilman Wood, 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, 5; 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, 5; No, none; carried.

ORDINANCE NO. 1372

AN ORDINANCE ESTABLISHING A DIVISION OF GENERAL SERVICES WITHIN THE CITY GOVERNMENT OF IDAHO FALLS; DEFINING THE POWERS, SCOPE AND DUTIES OF SAID DIVISION; CREATING FOUR (4) DEPARTMENTS TO ADMINISTER ITS FUNCTIONS AND PROVIDING FOR THE COMPOSITION OF THE SAME; PROVIDING FOR THE

APPOINTMENT OF A GENERAL SERVICE DIRECTOR TO MANAGE SAID DIVISION, AND SETTING FORTH HIS DUTIES; REPEALING PARAGRAPHS (C) AND (H) OF SECTION 4-6-2, PARAGRAPH (D) OF
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SECTION 4-6-3, OF THE CITY CODE OF IDAHO FALLS AND ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

The foregoing Ordinance was presented in title. It was moved by Councilman Gesas, 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, 5; 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, 5; No, none; carried.

Fire Chief Corcoran questioned how the foregoing ordinance would affect his department as pertained to the purchase and maintenance of fire fighting equipment. It was explained that there was no intent to change this procedure in his department and for him to continue as he has in the past in the purchase and maintenance of his equipment.

City Attorney Smith explained that in view of the fact that the General Services Ordinance had been approved, it was necessary to amend the Controller Ordinance, changing some of the duties of the Controller, therefore, this ordinance was presented:

ORDINANCE NO. 1373

AN ORDINANCE AMENDING SECTION 4-18-3 OF THE CITY CODE OF IDAHO FALLS BY ELIMINATING FROM THE DUTIES OF THE CONTROLLER ALL SUPERVISION AND CONTROL OVER PURCHASING AND PHYSICAL PROPERTIES; PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

The foregoing Ordinance was presented in title. It was moved by Councilman Gesas, 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, 5; 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, 5; No, none; carried.

Councilman Karst presented this memo:

Idaho Falls
December 27, 1973

TO: Mayor and Council
FROM: John Evans

SUBJECT: TRANSFER OF FUNDS

DECEMBER 27, 1973

Request your authorization to transfer funds from the various working funds of the City to the Municipal Capital Improvement Fund for replacement of capital equipment, as per the Equipment Replacement Program as set-up in the 1973 Appropriation Ordinance.

This has been discussed with Art Smith and this is the recommendation.

s/ John Evans

It was moved by Councilman Karst, seconded by Hovey, that the City Controller be authorized to transfer the funds as recommended. Roll call as follows: Ayes, 5; No, none; carried.

Councilman Karst then presented this purchase agreement:

PURCHASE AGREEMENT

THIS AGREEMENT, entered into this 7th day of January, 1974, by and between GLEN MOSS dba VALLEY COMPUTER SERVICE (SUPPLIER), with principal place of business at P.O. Box 2436, Idaho Falls, Idaho, and CITY OF IDAHO FALLS (PURCHASER), with principal place of business at Municipal Building, Idaho Falls, Idaho.

WITNESSETH

WHEREAS, PURCHASER, desires to implement computers for the purpose of handling and preparing its budget and payroll, and desires that SUPPLIER provide it with the necessary computer programs so that a BUDGET SYSTEM and PAYROLL SYSTEM can be utilized:

NOW, THEREFORE, SUPPLIER agrees to create, develop, establish and provide PURCHASER with the programs, as specified in Schedule A (Budget System) and Schedule B (Payroll System), hereto attached and incorporated herein by reference, necessary for the implementation and utilization of a BUDGET SYSTEM and a PAYROLL SYSTEM by PURCHASER on or before the 31st day of March, 1974.

PURCHASER agrees to pay SUPPLIER the sum of Two Thousand Dollars (\$2,000.00) for each of the two systems described in the specification hereto attached. This said amount, totaling Four Thousand Dollars (\$4,000.00) is to be paid in advance in four equal installments of One Thousand Dollars (\$1,000.00) each commencing with the first installment being due on the 1st day of February, 1974, and continuing on the 1st of each month thereafter until the total sum is paid. The final payment, however, will be due upon tender of the two systems to PURCHASER by SUPPLIER.

The parties hereto agree that PURCHASER has the right to make changes and alterations to the specifications hereto attached as Schedules A and B, provided, that additions to these specifications will increase the amount due as stated herein, and the deletions therefrom will decrease the amount due as stated herein, and that a change or alteration to the specifications will not become effective until agreed to in writing as to the change, amount due and the due date thereof by SUPPLIER.

The parties hereto agree that time is NOT of the essence and that liberal extension of time for completion and delivery will be given and allowed by PURCHASER, provided
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SUPPLIER notified PURCHASER in writing twenty (20) days prior to the completion date herein set forth that an extension of time is necessary. Provided, however, that the Payroll System as set forth in Schedule B hereto attached, must be operable by April 1, 1974.

The parties hereto agree that in the event SUPPLIER is prevented from completing this agreement, either due to circumstances within his control, or outside his control, PURCHASER will, as a sole and exclusive remedy, be entitled to refund of the total sum paid by it to SUPPLIER as of the date of breach plus five percent (5%) of the total sum paid. In lieu of the previously stated remedy PURCHASER can purchase from SUPPLIER the partially completed Systems upon such terms and conditions as are agreeable to the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year hereinabove first written.

SUPPLIER: GLEN MOSS
dba VALLEY COMPUTER SERVICES

PURCHASER: CITY OF IDAHO FALLS

BY: s/ Glen Moss

BY: s/ S. Eddie Pedersen
MAYOR

ATTEST: s/ Roy C. Barnes
CITY CLERK

It was moved by Councilman Karst, seconded by Hovey, that the Mayor and City Clerk be authorized to sign the foregoing agreement. Roll call as follows: Ayes, 5; No, none; carried.

City Planner Gilchrist asked if the "Signing" & "Housing" Sections of the 1973 Building Code had been included in the Uniform Building Code Ordinance passed this night. City Attorney Smith answered that they were not, but that he would prepare an appropriate ordinance accordingly for Council consideration.

The Mayor then announced that the time had come to sign the "Swan Song" for Councilman Wood. He commended Wood for his 8 years of dedicated service to the City and said that they all regretted seeing him leave, but wished him well in his special new assignment and hoped that sometime in the future he would resume his political career.

There being no further business, it was moved by Councilman Erickson, seconded by Wood, that the meeting adjourn at 8:45 P.M., carried.

ATTEST: s/ Velma Chandler
DEPUTY CITY CLERK

s/ S. Eddie Pedersen
MAYOR
