# AUGUST 24, 1972

The City Council of the City of Idaho Falls met in a recessed regular meeting, Thursday, August 24, 1972, at 7:30 P.M. in the Council Chambers in Idaho Falls, Idaho. There were present at said meeting: Mayor S. Eddie Pedersen; Councilmen Jack Wood, Gil Karst, Paul Hovey, Norris Gesas, Jim Freeman and Mel Erickson. Also present: Roy C. Barnes, City Clerk; Arthur Smith, City Attorney; Don Lloyd, Public Works Director; Ernie Craner, Parks & Recreation Director; Robert Pollock, Police Chief; Les Corcoran, Fire Chief; Steve Harrison, Electrical Engineer.

Minutes of the last recessed regular meeting held August 10th and a special meeting held August 15th, 1972, were read and approved.

The Mayor announced that this was the time and the place, as advertised, to conduct a public hearing for the purpose of assessing the impact upon the environment in constructing the Woodruff Avenue Interceptor Sanitary Sewer, starting at the intersection of 9th and St. Clair, extending east to Woodruff Avenue; thence north along Woodruff to the northeast corner of the Kelsey Estates Subdivision to the terminal point at the intersection of Woodruff and the Meppen Canal. The City Clerk presented and read aloud this statement from the Public Works Director:

MEMORANDUM

TO: Honorable Mayor and City Council at City Hall
FROM: Donald F. Lloyd, Director of Public Works
SUBJECT: ENVIRONMENTAL STATEMENT REGARDING WOODRUFF AVENUE INTERCEPTOR

The Woodruff Avenue Interceptor will be about 5200 lineal feet of 18 inch and 1320 of lineal feet of 15 inch concrete sewer pipe buried between 10 and 20 feet underground. This Department has submitted to the EPA the following Environmental Assessment and would encourage the City Council's endorsement:

I. Probable impact of the project on environment:

There will be no adverse impact on any components of environmental such as water, air, land or aesthetics. It will greatly benefit the area by providing needed sewer service for development of additional residential and commercial property.

II. Any probable adverse environmental effects which cannot be avoided:

Since this installation is entirely underground, there will be no irreversible destruction of natural resources, parks, open spaces, or recreation areas. The only physical evidence of the installation on the surface will be the occasional manhole covers.

III. Alternatives considered with evaluation of each:

After thorough study by the City Engineer and staff it was determined that this would be the most feasible site and location to accomplish the desired service determined by both environmental costs and standard economic analysis.

IV. Relationship between local short-term uses of environmental and maintenance and enhancement of long-term productivity.

The benefits of this project to the area are entirely long-term in nature in that the area will develop into residential and commercial building sites to remain so for all time to come. The construction will have no effect on any natural resources such as stream fishery, recreation area, marsh or wetland, wooded land, etc.

V. Any irreversible and irretrievable commitment of resources:

This area is now in agricultural production and this will be the only irreversible or irretrievable factor when the area develops into residential and commercial building area. However, the loss of these acres of agricultural land is far more than compensated for by the increased value under the proposed development.

VI. Public objections to project, if any, and their resolution:

There have been no known objections to the project and we do not expect any taxpayer complaints or lawsuits. The regional planning agency and the State of Idaho clearing house approvals and comments have been previously submitted with the full application.

There were no protests. Therefore, the Mayor declared the hearing concluded.

The Mayor asked Public Works Director Lloyd and Fire Chief Corcoran to escort, respectively, City employee retirees Charles Snyder and Edwin Anderson to the Council table. The Mayor noted that Mr. Snyder had served the City 27 years and Mr. Anderson 25 years. The Mayor commended these men for their many years of dedicated service with the City and wished them well during their future years of retirement. As a token of appreciation, he then presented them with inscribed billfolds after which they received a congratulatory handshake from all City officials around the Council table. It was noted that a third retiree, Mr. Oliver Hodgson, utility man for the Electrical Division since 1944, was also entitled to a billfold but was unable to be in attendance.

License applications for GROCERY STORE, Grand Central, Inc.; APPRENTICE ELECTRICIAN, Elmer Elg with H & L Electric; APPRENTICE CLASS D GAS FITTER, Donald Warren with Weimer Heating; THEATRE, Darwin L. Vest for Carrolls Cinema; PHOTOGRAPHER, Kyle Gipson for Kiddie Shop, Everon Staker for Staker Photo & Blue Print, Richard Johnson for Richard Johnson Photographer; MOTEL, LaRene Casper for Stardust Motor Lodge; SECOND HAND STORE, Ellis Sprinkle for Sprinkle's Thrift Shop; DANCE HALL, Eugene Bush for Holiday Services, Inc. (TRANSFER ONLY) from Edward R. Hampton; BEER (CANNED AND BOTTLED, NOT TO BE CONSUMED ON THE PREMISES), L.H. Hayward at 1765 No. Yellowstone, Grand Central; TAXI CAB DRIVERS, Adrian Chapman, Roy H. Beeler, Jr. with Valley Cab Company; LIQUOR, Eugene Bush for Holiday Services, Inc. DBA Red Fox Lounge, 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, 6; No, none; carried.

Presented by the City Clerk was an application for a cab driver's license in the name of Ralph Quigley, accompanied by a recommendation from the Police Chief that the license not be granted because of an unsatisfactory police record. It was moved by Councilman Erickson, seconded by Wood, that this recommendation be upheld and this license be denied. Roll call as follows: Ayes, 6; No, none; carried.

This memo from the Purchasing Department was presented:

City of Idaho Falls
August 24, 1972

Rotary Snow Plow Mounted on Truck

Honorable Mayor and Councilmembers:

Tabulation of bids for one new 1972 rotary snow plow on truck with auxiliary engine and cover is attached. Rotary plow to be used for Airport snow removal.

Evaluation of bids received show Western Road Machinery submitting a bid with a tire option of $29,500.00. With this tire option there is an immediate delivery from the factory.

It is the recommendation of the Airport Manager and the Purchasing Department that the above bid be accepted.

This recommendation subject to your approval.

s/ W. J. Skow
Purchasing Department

It was moved by Councilman Wood, seconded by Gesas, that the low bid of Western Road Machinery be accepted for this piece of equipment. Roll call as follows: Ayes, 6; No, none; carried.

The City Clerk drew attention to the need for a zoning hearing and suggested that said hearing be scheduled for September 14th, 1972. It was moved by Councilman Wood, seconded by Karst, that a zoning hearing be scheduled on the date as recommended and the City Clerk be authorized to publish legal notice accordingly. Roll call as follows: Ayes, 6; No, none; carried.

From Public Works Director Lloyd, this memo was submitted:

City of Idaho Falls
August 24, 1972

TO: Honorable Mayor and City Council
FROM: Donald F. Lloyd, Director
SUBJECT: DEVELOPMENT AGREEMENT FOR PRESTWICH COUNTRY ESTATES, A12-z

The Prestwich Country Estates is a residential development facing on Sunnyside Road and involves the first 13 acres of an eventual 80-acre development. A dry sewer line will be installed to be used when the Sunnyside Interceptor is available and in the meantime septic tanks will be installed. He has also requested City water and will install standard water lines to the development.

Public Works Committee has reviewed this agreement and would recommend the Mayor and City Clerk be authorized to sign the City's approval.

Respectfully submitted,
s/ Don

Lloyd explained that Mr. Prestwich is desirous of using City water and sewer service and that the Development Agreement in question provides for installation of these, as well as other development facilities, in accordance with City requirements. 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.

Another memo from the Public Works Director was forthcoming as follows:

City of Idaho Falls
August 24, 1972

TO: Honorable Mayor and City Council
FROM: Donald F. Lloyd, Director
SUBJECT: AGREEMENT – C. ODELL HAMMER AND MILDRED HAMMER

We are attaching hereto an Agreement with Mr. C. Odell Hammer and the City. Mr. and Mrs. Hammer have deeded to the City a new right-of-way for the Church Farm Road in consideration for the City to relocate his fence along the new right-of-way line. In addition, we are providing water and sewer services to his homes outside the City.

The Public Works Committee and City Attorney has reviewed this Agreement in detail and we recommend that the Mayor and City Clerk be authorized to sign.

Respectfully submitted,
s/ Don

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

A third memo from the Public Works Director was presented, to-wit:

City of Idaho Falls
August 18, 1972

TO: Council Public Works Committee
FROM: Donald F. Lloyd
SUBJECT: DRILLING WELL NO. 12 TIME EXTENSION

Attached is a letter from the Andrew Well Drilling Company asking for an extension of their completion date from August 21st to September 6, 1972. The reason for the extension is because of the extremely hard material encountered in the drilling. The drilling is done at the present time but the extension of time is needed for cementing the casing and pump testing. We would recommend that you comply with this request.

s/ Don

It was moved by Councilman Gesas, seconded by Karst, that the time extension on the project, as described, be approved for the reason as stated. Roll call as follows: Ayes, 6; No, none; carried.

Another request for a time extension was presented and explained by this memo:

City of Idaho Falls
August 16, 1972

TO: Council, Public Works Committee
FROM: Donald F. Lloyd
SUBJECT: WELL NUMBER 3 IMPROVEMENTS

We have received a request for an extension of the contract completion date on the Well Number 3 improvements tendered by Heyrend Construction Company due to delays in delivery of certain electrical supplies. The electrical portion of the improvements cannot be completed by the original completion date of August 14. The recommendation of the Ellsworth Engineering firm is to allow an extension of time for completion to September 30, 1972. We concur in this recommendation and would recommend that you make the extension official.

s/ Don

It was moved by Councilman Gesas, seconded by Karst, that the request for time extension on this project also be granted for the reason as described. Roll call as follows: Ayes, 6; No, none; carried.

Finally, from the Public Works Director, this memo was presented:

August 24, 1972

TO: Honorable Mayor and City Council
FROM: Donald F. Lloyd, Director
SUBJECT: C36-d, RAILROAD CROSSING SIGNALS ON ANDERSON STREET

We are attaching hereto two copies of a Resolution and Cooperative Agreement covering the development of preliminary engineering for the railroad crossing signals on Anderson Street. The need for these railroad crossing signals has been discussed by the Public Works Committee and we have requested action from both the State and the Railroad. We have reviewed this proposed Agreement and would recommend that the Mayor and City Clerk be authorized to sign the City's approval.

Respectfully submitted,
s/ Don

Lloyd explained that the cost of the project would be borne 90% by the Federal Government and 10% by the Railroad.

The foregoing memo served to introduce this Resolution:

**R E S O L U T I O N (Resolution NO. 1972-29)**

WHEREAS, the Department of Highways of the State of Idaho has submitted a Cooperative Agreement stating obligations of the State and the City of Idaho Falls, Idaho, for installing railroad crossing signals at Anderson Street and the Union Pacific Railroad, Butte Branch, within the corporate limits of the City of Idaho Falls, Bonneville County, Idaho, as described in the Cooperative Agreement, on 0.55 mile of F.A.S. Route 6723 5o be constructed under Federal Aid Project SUG-6723(3); and,

WHEREAS, the State, by Agreement with the Federal Highway Administration, is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal Aid Highway System when there is Federal participation in the costs; and,

WHEREAS, certain functions to be performed by the State involve the expenditure of funds as set forth in the Cooperative Agreement; and,

WHEREAS, the State cannot pay for any work not associated with the State Highway System; and,

WHEREAS, it is intended that the project shall be developed and constructed so as to receive Federal participation;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Cooperative Agreement for Federal Aid Highway Project SUG-6723(3) is hereby approved.

2. That the Mayor and City Clerk are hereby authorized to execute the Cooperative Agreement on behalf of the City of Idaho Falls.

3. That duly certified copies of the Resolution shall be furnished the Department of Highways and the Federal Highway Administration.

It was moved by Councilman Gesas, seconded by Karst, that this Resolution be adopted and passed. Roll call as follows: Ayes, 6; No, none; carried. It was noted that this Resolution provided authorization for the Mayor and City Clerk to sign the Cooperative Agreement in question numbered SUG-6723(3).

Reference is made to Page 230 in this Book of Minutes and, more specifically, two directives by the Council that structures at 325 H Street and 1024 Bear be appraised before being removed. Following, then, are the results of said appraisals:

Charles K. Thompson
M.A.I.
August 21, 1972

Mayor S. Eddie Pedersen
City Building
Idaho Falls, Idaho

Re: Residence 1024 Bear, Idaho Falls, Idaho

Dear Mayor Pedersen:

I have this date made a personal inspection of subject property for the purpose of estimating market value of the building thereon.

The building is an old frame, one-story bungalow about 55 years old. It is completely gutted, the doors and windows out, and a couple of small fires have scorched the interior.

The building has no potential for any use "as is" nor as a structure to remodel. Remodeling costs would exceed and end value.

The building has exceeded its economic life and is a liability to the bare land value. Its value is estimated at minus $300 (cost of demolition).

Sincerely,
s/ Charles K. Thompson

Charles K. Thompson
M.A.I.
August 21, 1972

Mayor S. Eddie Pedersen
City Building
Idaho Falls, Idaho

Re: Residence, On Alley Behind 325 H Street Residence, Idaho Falls

Dear Mayor Pedersen:

I have this date made a personal inspection of subject property for the purpose of estimating market value of the building thereon.

The building has been fully gutted by fire. It is an old frame residence with no potential for any economic use.

The building has exceeded its economic life and is a liability to the bare land value. Its value is estimated at minus $300.00 (cost of demolition).

Sincerely,
s/ Charles K. Thompson

It was moved by Councilman Karst, seconded by Gesas, that these appraisals be accepted and made a matter of record. Roll call as follows: Ayes, 6; No, none; carried.

After reviewing and considering the foregoing appraisals, it was moved by Councilman Karst, seconded by Gesas that the Street Department be directed to demolish and remove the structures at 325 H Street and 1024 Bear and bill the property owner for said demolition and removal. Roll call as follows: Ayes, 6; No, none; carried.

These two memos were then presented and read:

August 24, 1972

MEMORANDUM

TO: Mayor S. Eddie Pedersen and Members of City Council

The property at 350 May Street owned by Mr. C. H. Peterson of St. Anthony, Idaho has been vacant and open for a number of years and is a very serious fire hazard to surrounding properties as long as it remains as it is.

On August 4, 1972, a certified letter was sent to Mr. Peterson but it was returned as unclaimed.

Because of the hazard to life and property, this building should be declared a public nuisance and should be removed as soon as possible.

s/ Wayne Broadbent
Fire Marshall
s/ Robert Pollock
Chief of Police
s/ Paul Lundblade
Building Official

City of Idaho Falls, Idaho
August 23, 1972

MEMORANDUM

TO: Mayor S. Eddie Pedersen and Members of City Council

The property at the southwest corner of Benton and St. Clair owned by Mr. Bill Rennaker of Salmon, Idaho has been vacant for some time. All of the doors and windows and part of the interior walls are missing. Also, there is a lot of rubbish inside the house.

The garage is in a dilapidated condition also. There are large cracks in the walls. Inside the garage there is an old car body without wheels or glass and it is also full of rotten garbage and combustible materials.

It is our opinion that this place should be declared a public nuisance and be removed.

s/ Wayne Broadbent
Fire Marshall
s/ Robert Pollock
Police Chief
s/ Paul Lundblade
Building Official

It was moved by Councilman Freeman, seconded by Erickson, that these structures on property located at 350 May Street and the corner of Benton and St. Clair be duly declared as nuisances and that, in each instance, an appraisal of the property be ordered. Roll call as follows: Ayes, 6; No, none; carried.

This memo from the Traffic Safety Committee was presented and read:

City of Idaho Falls
August 21, 1972

TO: Honorable Mayor and City Council
FROM: Traffic Safety Committee
SUBJECT: RECOMMENDED SPEED IN CAMBRIDGE ADDITION

It is recommended that a 20 M.P.H. sign be posted on Dartmouth off South Skyline to control the speed within Cambridge Addition (Terrace).

Attached is a petition submitted by Mrs. Linda M. Adkins, 1554 Dartmouth requesting the reduced speed limit of 20 M.P.H. with thirteen signatures of which nine are Mr. and Mrs.

Respectfully submitted,
s/ Robert D. Pollock
Traffic Safety Committee

It was moved by Councilman Erickson, seconded by Wood, that the speed limit within the area as indicated be set at 20 M.P.H. and that Dartmouth Street be posted accordingly. Roll call as follows: Ayes, 6; No, none; carried.

A second memo from the Traffic Safety Committee was presented, as follows:

City of Idaho Falls
August 21, 1972

TO: Honorable Mayor and City Council
FROM: Traffic Safety Committee
SUBJECT: MOVING OF SCHOOL CROSSING REDUCED SPEED SIGNS AND LIGHTS

It is recommended that the alternating caution lights and the automatic flip signs which reduce the speed from 35 M.P.H. to 20 M.P.H. during school crossing hours be moved from Holmes and Cleveland Street (no longer to be used as a school crossing) to Boulevard to cover the 6th and 7th Street Crossing.

s/ Robert D. Pollock
Traffic Safety Committee

It was moved by Councilman Erickson, seconded by Wood that this recommendation for moving the alternating caution lights and automatic flip signs be approved. Roll call as follows: Ayes, 6; No, none; carried.

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

**R E S O L U T I O N (Resolution No. 1972-30)**

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 $1,028,688.00 TO BE USED UNDER THE AIRPORT DEVELOPMENT AID PROGRAM PROJECT NO. 8-16-0018-01 IN THE DEVELOPMENT OF FANNING FIELD AIRPORT.

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

Section 1. That the City of Idaho Falls, Idaho shall accept the Grant Offer of the United States of America in the amount of $1,028,688.00 for the purpose of obtaining Federal Aid under Project No. 8-16-0018-01 in the development of Fanning Field Airport; and,

Section 2. That the Mayor of the City of Idaho Falls, Idaho 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, Idaho, and the 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, Idaho 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 hereof.

**DEPARTMENT OF TRANSPORTATION**
**FEDERAL AVIATION ADMINISTRATION**
**GRANT OFFER**
**Part 1 – Offer**

Date of Offer: August 22, 1972

Fanning Field Airport
Project No. 8-16-0018-01
Contract No. DOT-FA73WE-3901

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 26 July 1972, for a grant of Federal Funds for a project for development of the 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 hereof; and,

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

Land acquisition (Area 3), clear zone for Runway 21 (approximately 4.5 acres); ILS site preparation for Runway 3/21 including, fence installation (approximately 4,600') and relocation of access road (approximately 2,700' X 20'); strengthen and mark Runway 3/21 (approximately 8,500' X 150') and parallel and connecting taxiways for Runway 3/21 (approximately 10,250' X 75'); construct and mark connecting taxiway (approximately 100' X 75'); widen, strengthen and mark E/W Taxiway (from

approximately 500' X 50' to 500' X 75'); rehabilitate and mark Runway 16/34 (approximately 4,500' X 150') and parallel and connecting taxiways for Runway 16/34 (approximately 5,000' X 75'); strengthen terminal apron (approximately 36,000 square yards); rehabilitate general aviation parking apron (approximately 16,500 square yards); relocate threshold lights for Runways 16 and 21; install conduit for MALSR (approximately 2,000 lineal feet); rehabilitate and strengthen airport entrance road (approximately 3,000' X 26'); obstruction removal, Runway 21,

All as more particularly described in the property map and plans and specifications incorporated in 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 Applications, 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 the Project, 82.00 per centum for all costs related to the relocation of the threshold lights for Runway 21 and 55.78 per centum for all other 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 $1,028,688.00.

2. The Sponsor shall:

   (a) begin accomplishment of the Project within sixty (60) days after acceptance of the 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 acceptance 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.

3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allow ability 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 4 in Part III 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 on or before 30 September 1972 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 the credit of 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 that 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 applicants for employment, notices to be provided setting forth 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 by 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 cancelled, 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.

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 actively 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. It is understood and agreed by and between the parties hereto that the Title VI Nondiscrimination Assurance submitted by the sponsor and accompanying the Project Application dated 26 July 1972 is hereby incorporated herein and made a part hereof by reference.

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 by the FAA.

11. It is hereby 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 as may be found satisfactory to the FAA in and to Area 3 as shown on 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 Airport, the United States, will not make nor be obligated to make any payments involving Area 3.

12. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph II of Part III – Sponsor's Assurances – of

the Project Application dated 26 July 1971 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 herein shall be construed as altering or changing the rights of the United States and/or the obligation of the sponsor under prior Grant Agreements to furnish rent-free space for the activities specified in such agreements.

13. It is hereby understood and agreed by and between the parties hereto that until the sponsor has submitted a revised Airport Layout Plan that is acceptable to the FAA the United States will not make nor be obligated to make any payments in excess of fifty percent (50%) of the maximum obligation of the United States as stated in the Grant Agreement, whichever is the lower.

14. Notwithstanding their inclusion in the plans and specifications of the work to be accomplished hereunder or portion of Bid Items No. 10c, 10d, and 11 relating to the paying of the public automobile parking lot, it is nevertheless, understood and agreed by and between the parties hereto that such items of development are ineligible for Federal participation and shall not be deemed as part of the otherwise allowable project costs.

15. The parties hereto recognize that a continuing need exists for government-owned automotive equipment used or assigned for use in service FAA facilities and equipment on or in the vicinity of the Airport. It is agreed between the parties hereto that such automotive equipment will have, without charge the parking designated and described in Lease No. DOT-FA71WE-1236 dated 10 October 1971 and Lease No. FA4-461, including Supplement No. 2 dated April 1972 with the Department of Transportation, and that no change or modification will be made in such designation or the relationship flowing therefrom without the written consent of the parties hereto or their designated representatives.

16. The parties hereto further recognize the need for adequate parking space for the motor vehicles used by FAA employees in providing them with transportation to their place of employment and assigned duty stations on the airport. It is fully understood by and between the parties hereto that the sponsor has made adequate parking space available to these employees on terms that are as favorable as those provided to the sponsor's employees and the employees of others having duty stations on the airport. It is agreed between the parties hereto that the relationship now existing with respect to automobile parking space for FAA employees will continue and that no action will be taken to alter this relationship, or to curtail or enlarge the demand for the parking facilities described and outlined in Lease No. DOT-FA71WE-1236 dated 10 October 1971 and Lease No. FA4-461, including Supplement No. 2 dated 27 April 1972 without the written consent and concurrence of the parties hereto, or their designated representative.

The sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of the 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, constituting 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 ADMINISTRATION

s/ Robert O. Brown
By: Robert O. Brown
Chief Airports Division
Northwest Region

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR this 24th day of August, 1972.

s/ _____
MAYOR

ATTEST: s/ _____
CITY CLERK

The Mayor and City Council jointly commended Airport Manager Hill for the expedient manner in which the Airport Project was administered from the time of conception to date.

Councilman Hovey introduced this memo as prepared by the Electrical Engineer:

City of Idaho Falls
August 24, 1972

MEMORANDUM

TO: Mayor and City Council
FROM: G. S. Harrison
SUBJECT: AIRPORT RAMP LIGHTING

Three proposals were submitted on the airport ramp lighting renovation and the tabulation is:

| | Minimum Cost | Maximum Cost |
|---|---|---|
| Harold Christensen | $7,438.00 | $10,548.00 |
| Northwest Electric | $6,060.00 | $ 8,455.00 |
| Bonneville Construction Company | $5,700.00 | $ 8,000.00 |

Completion date is October 20, 1972.

This project was duly advertised and no bids were received on the bid opening date. The City Attorney indicated that contract negotiation was permissible by law at this point.

The above proposals were then solicited and evaluated. It is the recommendation of the Electric Division that the contract be awarded to the low bidder of Bonneville Construction Company. A $5,000.00 performance bond requirement is part of this contract.

s/ G. S. Harrison

Councilman Hovey proposed that a sentence be added to Section 4-4-9(G) of the Electrical Code, reading as follows: "The City will furnish standard secondary lugs for conductor to and including 500 MCM. Any secondary lugs of sizes other than standard or larger than 500 MCM will be furnished by the customer." Hovey also suggested a revision in said Code by deleting Paragraphs A and B of Section 4-4-5(2) and, in their place, inserting the following:

(a) When more than one dwelling unit is within a given residence or apartment, each dwelling unit shall be wired separate and apart from all other and will be metered on a residential rate. If a common facility exists in this residence or apartment, such as washrooms, dryers, furnaces, air conditioning, and heating plants for the use of the occupants of more than one dwelling unit, this facility shall be wired separately and the meter will be billed under the single meter commercial rate. The owner of the residence or apartment, or his authorized agent, will be responsible for the meter deposit and payment of all bills resulting from consumption metered through this loop.

It was moved by Councilman Hovey, seconded by Erickson, that the City Attorney be directed to prepare an amending Ordinance, incorporating the foregoing changes for Council consideration. Roll call as follows: Ayes, 6; No, none; carried.

This Resolution was presented and discussed:

**R E S O L U T I O N (Resolution No. 1972-31)**

A RESOLUTION AUTHORIZING EXECUTION OF NET BILLING AGREEMENT WITH THE BONNEVILLE POWER ADMINISTRATOR AND THE WASHINGTON PUBLIC POWER SUPPLY SYSTEM, AND DELIVERY OF SAID AGREEMENT TO THOSE PARTIES.

The City of Idaho Falls, Idaho (hereinafter called the "City") is authorized by law to purchase electric power, to provide for the distribution of electric power to residents of the City and to enter into contracts to provide for sources of additional power supply to meet the prospective power needs of the City and its residents.

Pursuant to the Ten-year Hydro Thermal Power Program developed by the United States of America, Department of the Interior, acting by and through the Bonneville Power Administrator (hereinafter called "Bonneville") and utilities of the Pacific Northwest, the City heretofore caused to be executed with the Washington Public Power Supply System (hereinafter called the "System") and with Bonneville a contract designated "Net Billing Agreement", No. 14-03-19164, dated January 4, 1971 under which the system sells to the City (called the "Participant" in said Agreement) a specified share of capability of a nuclear generating plant and associated facilities identified in said Agreement, and Bonneville acquires such capability from the City. The execution and delivery of said Net Billing

Agreement was done pursuant to a Resolution adopted by the City Council on November 25, 1970 (hereinafter referred to as the "Net Billing Resolution") entitled:

> "A RESOLUTION AUTHORIZING THE EXECUTION OF NET BILLING AGREEMENT WITH THE BONNEVILLE POWER ADMINISTRATOR AND THE WASHINGTON PUBLIC POWER SUPPLY SYSTEM, AND DELIVERY OF SAID AGREEMENT TO THOSE PARTIES."

Thereafter the legislature of the State of Idaho adopted Chapter 31 of the 1971 Session Laws (First Regular Session, Forty-First Legislature) for the purpose of enlarging and clarifying the statutory authority of the City, and other qualified cities, to take such action. In order to avail itself of the benefits of Chapter 31, 1971 Idaho Session Laws, it is advisable that the City enact anew applicable provisions of the Net Billing Resolution.

The Council of the City has reviewed the Net Billing Agreement and the entire record of the City pertaining thereto and again finds that entering into Net Billing Agreement with the System and Bonneville is in the best interest of the City and that performance of the Net Billing Agreement, among other things, will make additional amounts of low-cost power and energy available from Bonneville to meet the power needs of the City and to serve residents and customers of the City in the future.

THEREFORE, IT IS RESOLVED:

1. That the Mayor and City Clerk of the City are hereby authorized and directed, on its behalf, to execute with Bonneville and the Washington Public Power Supply System the Net Billing Agreement above referred to, No. 14-03-19164, dated January 4, 1971, and to deliver copies thereof to the other parties to the Net Billing Agreement; and,

2. That execution and delivery of the Net Billing Agreement and any act pursuant to the authority and prior to the effective date of this Resolution is hereby ratified and confirmed; and,

3. That the City's obligation under the Net Billing Agreement to purchase the share set forth on Page 3 of Exhibit A to the Net Billing Agreement is hereby approved and confirmed.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THIS 24th day of August, 1972.

s/ S. Eddie Pedersen
MAYOR

ATTEST: s/ Roy C. Barnes
CITY CLERK

The motion was made by Councilman Hovey and seconded by Councilman Gesas that said Resolution be adopted. The motion passed by roll call and vote of each person voting thereon was: Yea, Councilmen Erickson, Freeman, Gesas, Karst, Wood. Nay, None. The Resolution was thereupon declared duly adopted and filed in the records of the City.

Councilman Freeman reported on bids opened August 8th for a multi-purpose recreational shelter at Tautphaus Park. It was learned that Idaho Systems Builders of Idaho Falls submitted the low bid of $44,826 and, after deducting certain wall alternates totaling $2,796, said low bid was in the amount of $42,030. Freeman explained that this project would be subsidized by the BOR, the Youth Hockey Group, and the Eastern Idaho Special Services to the extent that this project was within budget range. It was moved by Councilman Freeman, seconded by Erickson that the above-described low bid, without alternates, be accepted for the project as described. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Freeman then reported on another bid opening on August 8th; namely, the Tautphaus Park Fountain. Freeman noted that only one bid had been received from Aiman Construction in the amount of $25,665. Freeman also noted that the City had previously received a $10,000 donation from the Luxton Estate that would be applied toward this improvement. He said there would be every effort made to negotiate with the Contractor on materials, thus reducing costs as much as possible. It was moved by Councilman Freeman, seconded by Erickson, that this bid be accepted for the project as described. Roll call as follows: Ayes, 6; No, none; carried.

**ORDINANCE NO. 1340**

AN ORDINANCE PROHIBITING WITHIN THE CITY OF IDAHO FALLS, IDAHO THE WILLFUL DAMAGING AND INJURING OF ANY TELEVISION COMMUNITY ANTENNA SYSTEM PROPERTY, THE OBSTRUCTING, IMPEDING OR IMPAIRING THE SERVICE OF ANY COMMUNITY ANTENNA TELEVISION SYSTEM WITHIN SAID CITY, THE ATTACHING OF ANY DEVICE OR EQUIPMENT THERETO, ALL WITHOUT THE CONSENT OF THE OWNER THEREOF, AND DEALING WITH OTHER MATTERS PERTINENT TO THE SUBJECT, MAKING THE VIOLATION OF THE TERMS OF SAID ORDINANCE A MISDEMEANOR AND PRESCRIBING A PENALTY THEREFORE, PROVIDING THAT EACH DAY THAT SUCH VIOLATION EXISTS CONSTITUTES A SEPARATE OFFENSE; PROVIDING FOR THE PRESUMPTION OF GUILT; AND DECLARING AN EFFECTIVE DATE.

The foregoing Ordinance was presented in title. It was moved by Councilman Erickson, seconded by Wood, 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.

**ORDINANCE NO. 1341**

AN ORDINANCE AMENDING SECTION 8-7-11, CITY CODE OF IDAHO FALLS, IDAHO, SAID SECTION BEING PART OF THE IDAHO FALLS SEWER CODE, REQUIRING THAT EVERY PARCEL OF LAND OR PREMISES WITHIN SAID CITY IMPROVED FOR OCCUPANCY AND OCCUPIED OR USED BY ANY PERSON SHALL BE CONNECTED TO THE

PUBLIC SANITARY SEWER IF SUCH SEWER IS WITHIN 200 FEET OF SUCH LAND OR PREMISES; AMENDING SECTION 8-7-12 OF SAID CODE BY REQUIRING THAT A SEPARATE AND INDEPENDENT SIDE SEWER SHALL BE PROVIDED FOR EVERY MAIN BUILDING SERVED BY THE SANITARY SEWER SYSTEM OF SAID CITY; AMENDING SECTION 8-7-13 OF SAID CODE BY PROVIDING THAT A $100.00 SEWER CONNECTION FEE SHALL BE CHARGED UPON CONNECTING, OR RECONNECTING, ANY MAIN BUILDING TO THE CITY SANITARY SEWER SYSTEM, BUT EXCEPTING FROM SUCH CHARGE CABINS IN CABIN COURTS AND SPACES IN TRAILER COURTS, AND PROVIDING THAT SUCH CONNECTION FEE IS REQUIRED TO BE PAID ONLY ONCE FOR ANY BUILDING AT THE SAME LOCATION; REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; FIXING THE TIME THE ORDINANCE BECOMES 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, 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.

**ORDINANCE NO. 1342**

AN ORDINANCE ADOPTING A UNIFORM FIRE CODE; PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION; ESTABLISHING A BUREAU OF FIRE PREVENTION AND PROVIDING OFFICERS THEREFORE AND DEFINING THEIR POWERS AND DUTIES; REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

The foregoing Ordinance was presented in title. It was moved by Councilman Freeman, 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.

Councilman Wood reported on the results of a letter recently mailed to several Airport Industrial Park tenants making certain demands to comply with the restrictive covenants. He said every tenant so contacted had responded and had submitted landscaping and screening plans. Wood then drew attention to the restrictive covenant form and the fact that, inadvertently or otherwise, it makes no reference to screening per se. It was moved by Councilman Wood, seconded

by Gesas, that Article 4, Section H of the Airport Industrial Park restrictive covenant form be amended and revised to include the word "screening" and the City Attorney be directed accordingly. Roll call as follows: Ayes, 6; No, none; carried.

Reference is made to Page 171 of this Book of Minutes and, more specifically, Council discussion relative to a strip of land outside the golf course fence and adjacent to the Northgate Park being used for parking by Coca-Cola employees and customers. At that time the City Attorney was directed to prepare a Lease Agreement between the City and Coca-Cola Company to properly provide leased space for said parking. Councilman Erickson introduced said Lease Agreement, explaining that it provided for $10.00 a year rental and was for a one year period with an automatic renewal clause. It was moved by Councilman Erickson, seconded by Freeman, that this lease be accepted and the Mayor be authorized to sign. Roll call as follows: Ayes, 6; No, none; carried.

There being no further business, it was moved by Freeman, seconded by Gesas that the meeting adjourn at 8:45 p.m.; carried.

ATTEST: s/ Roy C. Barnes
CITY CLERK

s/ S. Eddie Pedersen
MAYOR

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