

OCTOBER 8, 1970

The City Council of the City of Idaho Falls met in a Recessed Regular Meeting, Thursday, October 8, 1970, at 7:30 P.M. in the Council Chambers at Idaho Falls, Idaho. There were present at said meeting: Mayor S. Eddie Pedersen; Councilmen Jim Freeman, Jack Wood, Gordon Nelson, Paul Hovey, and Dale Parish. Absent: Councilman Melvin Erickson. Also present: Roy C. Barnes, City Clerk; Arthur Smith, City Attorney; John Evans, City Controller; Don Lloyd, Public Works Director; Les Corcoran, Fire Chief; Steve Harrison, Electrical Engineer.

Minutes of the last Recessed Regular Meeting, held September 24th, and a Special Meeting held October 2nd, 1970, were read and approved.

Bills for the month of September, 1970, having been properly audited by the Fiscal Committee, were presented in caption form, as follows:

<u>FUND</u>	<u>GROSS PAYROLL</u>	<u>SERVICES & MATERIALS</u>	<u>TOTAL EXPENDITURES</u>
General Fund	\$136,800.39	\$67,108.94	\$203,909.33
Fire Bonds	44,607.47	5,249.80	49,857.27
Water and Sewer	10,359.26	21,574.03	32,558.29
Electric Light Fund	37,359.26	96,198.62	133,557.88
Recreation Fund	3,861.21	5,270.56	9,131.77
Police Retirement	<u>3,143.40</u>	<u>.00</u>	<u>3,143.40</u>
TOTAL	\$236,755.99	\$239,786.29	\$476,542.28

It was moved by Councilman Parish, seconded by Freeman, that the bills be allowed and the Controller be authorized to issue warrants on the respective funds for their payments. Roll call as follows: Ayes, 5; No, none; carried.

Reports from Division and Department Heads were presented for the month of September, 1970, and there being no objections, were accepted by the Mayor and ordered placed on file in the office of the City Clerk.

License applications for JOURNEYMAN ELECTRICIAN, Roy V. Carlson, Alvin Neff; APPRENTICE ELECTRICIAN, Charles A. Howell, Rocky Shore, TAXI CAB DRIVERS, Clifford Pratt; BARTENDER, Bonnie Adair, Geraldean Williams, were presented. It was moved by Councilman Freeman, 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 drew attention to an agreement between the City and Bonneville County, informally entered into on October 1st, providing for right-of-way acquisition between 17th Street extended and Utah Avenue. It was noted that a joint agreement was necessary, inasmuch as a portion of the needed right-of-way lies in the City and also a portion in the County. It was moved by Councilman Parish, seconded by Nelson, that this informal action be duly ratified. Roll call as follows: Ayes, 5; No, none; carried.

Mr. Gene Carr, Executive Director of the Redevelopment Commission, appeared before the Council and presented a cooperation agreement, accompanied by an appropriate resolution, between

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the City and the local Redevelopment Commission, pertaining to and outlining the City's participation in the redevelopment project. Mr. Carr explained that he is in the process of preparing Part II of the Loan and Grant application of which these documents, properly approved by the Council and signed by the Mayor, are an integral part. Even though the City's participation had been previously discussed and reviewed in general, the Council felt they would like to be reoriented, particularly in view of the fact that the City's expenditure extends over a four year period, thus posing a budgeting problem. It was moved by Councilman Nelson, seconded by Wood, that this matter be tabled until such time as the Council, preferably at a work session, can be specifically briefed on the City's participation. Roll call as follows: Ayes, 5; No, none; carried.

This written proposal was presented and read:

Goodbody & Company
450 B Street
Idaho Falls, Idaho
October 8, 1970

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

Dear Mr. Barnes:

This letter is to express the desire of Goodbody & Co., Idaho Falls, to retail the forthcoming \$200,000 more or less, City of Idaho Falls LID #40, on a best efforts basis.

We are of the opinion the issue should be offered at par, plus accrued interest, if any, and carry an interest rate of 6 $\frac{3}{4}$ % on maturities from 1971 through 1975, and 7% on maturities from 1976 through 1985.

Our fee for selling these bonds will be .75 or \$7.50 per \$1,000, which is in line with other offerings of this type.

Sincerely yours,
s/ Nat E. Anderson
Resident Manager

It was noted that, if accepted, the City would still be responsible for the cost of printing the bonds. It was moved by Councilman Parish, seconded by Freeman, that this proposal be accepted and interest rate on the bonds be established as recommended. Roll call as follows: Ayes, 5; No, none; carried.

This memo from the Public Works Director was submitted:

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City of Idaho Falls
Public Works

TO: Honorable Mayor and City Council
FROM: Donald F. Lloyd
SUBJECT: VACATION OF EASEMENT

The developer and builder along the west side of Meppen Drive north of John Adams Parkway in the Melbourne Park Addition has requested this easement between Lots 5 & 6, Block 9, be closed in order to take best advantage of the building site. The Engineering Department has checked this out and find that there are no utilities located in this easement except the overhead power line.

It is recommended that the City Attorney be instructed to prepare an Ordinance vacating this easement and that an overhead easement be retained.

s/ Donald F. Lloyd

Councilman Nelson questioned the policy of vacating an easement of this nature, inasmuch as it might be needed sometime in the future for electric power line maintenance. It was moved by Councilman Nelson, seconded by Parish, that this be referred to the Public Works and Electric Committees for further study and recommendation. Roll call as follows: Ayes, 5; No, none; carried.

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

City of Idaho Falls
Public Works
October 7, 1970

TO: Honorable Mayor and City Council
FROM: Donald F. Lloyd, P.E.
SUBJECT: STATE HIGHWAY AGREEMENT FOR CAPITOL HILL DRAINAGE

Attached hereto is an original and three copies of Amendment No. 1 to the Cooperative Agreement for the above captioned project. This Amendment reduces the State's share of costs in accordance with Council action brought about by increased Federal participation.

We would recommend that the Mayor and City Clerk be authorized to sign this Amendment No. 1.

Respectfully submitted,
s/ Donald F. Lloyd

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With the foregoing explanation, this Resolution was introduced:

RESOLUTION (Resolution No. 1970-24)

WHEREAS, the Department of Highways of the State of Idaho and the City of Idaho Falls, entered into a Cooperative Agreement on September 1, 1970, for the construction of a storm sewer system to serve a part of U. S. Highway 20-26-191 and the Department's maintenance yard at Emerson and Lomax Street within the City of Idaho Falls, Bonneville County, Idaho; and

WHEREAS, it is in the public interest to change the aforesaid agreement by adopting Amendment No. 1 which reduces the State's share of the costs from \$17,461.48 to \$12,049.67 as the result of additional Federal participation and adjustments in the final assessment.

NOW THEREFORE, BE IT RESOLVED:

1. That Amendment No. 1 to the Cooperative Agreement is hereby accepted and approved.
2. That the Mayor and City Clerk are hereby authorized to execute Amendment No. 1 on behalf of the City of Idaho Falls.
3. That duly certified copies of this Resolution shall be furnished the Department of Highways.

It was moved by Councilman Nelson, seconded by Parish, that the Resolution be passed and the Mayor and City Clerk be authorized to sign the amendment in question to the State's Cooperative Agreement No. ST-6501(519). Roll call as follows: Ayes, 5; No, none; carried.

From the City Planner this memo was forthcoming:

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MEMORANDUM

TO: Mayor and City Council
FROM: W. R. Gilchrist
SUBJECT: TEMPORARY USE OF A TRAILER IN A RESIDENTIAL ZONE

School District No. 93 desires to locate a trailer adjoining the Falls Valley Elementary School for a learning adjustment class in connection with the regular school. The size of the trailer is 50' by 10'. Attached is a copy of a petition of the adjacent property owners signatures and a plot plan showing the proposed location of the trailer.

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A similar request was granted to School District No. 91 in 1969 with the following conditions attached:

- (1) Installation of the trailer is subject to final approval of the Building Inspector regarding safety requirements and a fire exit.
- (2) That this is a temporary installation (maximum of five years).

It is the recommendation of this Division that this request be granted subject to the above mentioned conditions.

It was moved by Councilman Wood, seconded by Hovey, that permission be granted for placement of the trailer house at the location as indicated with the two conditions as listed. Roll call as follows: Ayes, 5; No, none; carried.

The Open Burning Ordinance, previously passed on its first reading, was again introduced and studied, to-wit:

ORDINANCE NO. 1278

AN ORDINANCE MAKING UNLAWFUL THE "OPEN BURNING" OF MATERIALS WITHIN THE CITY OF IDAHO FALLS; DEFINING "OPEN BURNING" AND OTHER TERMS IN THE ORDINANCE; PROVIDING THAT CERTAIN CATEGORIES OF "OPEN BURNING" ARE ALLOWED UNDER SPECIFIED CONDITIONS, AND SETTING PENALTIES FOR VIOLATION OF THE ORDINANCE; REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

The Council generally agreed, that public sentiment to its contents was acceptable. It was moved by Councilman Wood, seconded by Hovey, that this Ordinance be passed on its second and third readings. Roll call as follows: Ayes, 5; No, none; carried.

Presented by Councilman Wood was an original lease agreement between the City as lessor and Wilcox Construction Company as lessee, covering terms and conditions whereby said lessee would agree to lease 10,726 sq. feet of airport land for a period of 20 years with renewal privileges for the purpose of constructing a private hangar. It was moved by Councilman Wood, seconded by Freeman, that the lease be accepted and the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 5; No, none; carried.

Councilman Nelson drew attention to the fact that Mr. Dave Drysdale is forced to discontinue his operation as lessee of the 19th Hole Café, due to reasons of health. It was moved by Councilman Nelson, seconded by Freeman, that the City Attorney be directed to prepare the necessary legal papers whereby the restaurant in question would be subleased to Messrs. Frank Warr and Harding Teuscher for the period of the existing lease, November, 1971, with a two-year option beyond that

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date subject to final approval of terms by Mr. Drysdale. Roll call as follows: Ayes, 5; No, none; carried.

Councilman Nelson then introduced an existing storm drainage problem at the cul-de-sac at the east end of Brenthaven. Nelson said the surrounding area is now developed to the point that storm water has no natural drainage. He said the engineers have devised a plan, costing approximately \$3800.00 to run said water to Blue Sky Lane. It was moved by Councilman Nelson, seconded by Parish, that the City Clerk be authorized to advertise for bids on this project. Roll call as follows: Ayes, 5; No, none; carried.

This damage claim was presented and read:

September 30, 1970

TO: The Honorable Mayor, Eddie Pedersen
 and City Council - Idaho Falls, Idaho

Gentlemen:

The subject of this letter is glass breakage at 170 Northgate Mile, on property owned by L. A. Wright and leased by Hill Carpet Shop.

Previous to the year 1964, there was considerable breakage, part of which was covered by insurance. Then the insurance rate was raised to the point where there was no advantage in carrying it.

Beginning with the year 1964, the paid out cost of breakage in the store front has run as follows:

1964	\$651.69		
1965	212.21		
1966	140.00	Three years	\$1003.90
1967	None broken entirely out but several chipped by flying rock		
1968	June 27	paid out	\$ 667.11 for glass
1969	April 10	paid out	207.76
1969	May 5	paid out	97.60
1969	Nov. 1	paid out	4.45 Three years \$ 976.92

There was some breakage and damage in winter and spring of 1969 and 1970 but glass did not fall out and repair has been put off to now.

From early Spring of 1970 until August 31, one large plate was chipped by gravel that had been left in front of store over the weekend.

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Now on September 10, we have asked Ostler Glass Co. to bid on the repair of the broken and damaged glass. Their bid is attached in the amount of \$932.86.

Ignoring the loss of years before this listing, there remains a glass bill alone of \$2913.68

There were additional costs to L. A. Wright and Hill Carpet Shop in way of barricading broken windows, hand sweeping of streets when the traffic would permit and probable loss of window business when the windows were barricaded.

This rather lengthy presentation is to make sure that you and the Council are fully aware of the possible responsibility of the City for this damage. Mr. Charles Hill, manager/owner of the Carpet Shop did file a tentative claim sometime in the past. Mr. Barnes, City Clerk, did not have a record of the claim other than of turning it over to an insurance company. No record indicated that either you or the Council have been informed on the subject.

For your information I am enclosing a copy of two letters written by the Hartford Insurance Co. to Mr. Hill, and also copy of a letter written by Mr. Hill to Mr. Decus, of the insurance company.

Now to get down to the causes of the responsibility for the damages. We contend that flying rocks from not properly swept streets have been the cause and we believe you will agree with us. Rather fast traffic shoots rocks at times almost like a bullet. A small rock can do a big damage under those circumstances.

Where these rocks come from may be beside the point in respect to the responsibility for these not being swept up on the Idaho Falls City Streets. However, we do know that overloaded gravel trucks at times do scatter rocks in front of our store. This dropping off of gravel in front of the store is provoked at times by sudden stops for the stop-light and the quick start up when the light changes.

The greater part of the littering of the street, however, has been during the season when chuck holes are being patched with a mix consisting of too large gravel. (We do know that the recent use of better patching material has been great relief.)

To supplement some of the information contained in the attached letters and expense bills.

First, take the Hartford Insurance letter of June 5, 1970. The second paragraph indicates that we felt the patching of the streets was the only cause of damage. We agree this was one cause in winter and spring but one cause only. Gravel seems to show up all year.

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Paragraph 4; Enclosed picture "A" shows the rocks still on the street after "so-called" sweeping. One sweep thru the center lane does not clear the rocks from the other two lanes next to our windows. The man who runs the sweeper at times at least, is just too careless.

Paragraph 7; The Carpet Shop building is on the property line compliance with City Code just the same as are the buildings on Broadway and Park Avenue. Also the statement that the building is less than five feet from the street indicates your insurance company has not even considered the facts in the case.

It is encouraging to us that no window damage has occurred since early spring up to just recently. We think it is because you have been doing a good job of sweeping. We are looking forward to no damage in the future if you continue good sweeping. The last damage on August 29 or 30, was almost sure to happen. Your construction crew (Hartwell) left the gravel over this weekend and some of it was still there Monday morning. During this weekend emergency we called 522-3191, 522-5511, 522-3248 several times and finally 522-5891, Electric Department who said would try. I do not believe a City like Idaho Falls should go entirely out of business over a weekend.

The attached pictures marked "X" were taken Saturday afternoon after the Hartwell Crews left.

Both Mr. Hill who owns the Carpet Shop and the writer who owns the property do pay our taxes and other City assessment promptly. Of the real estate taxes I note that 29% now goes into the general fund with which to buy sweepers and pay for help. We do not think that we should stand the damage which we have already paid our share to avoid. We are therefore presenting this bill to you for payment. (\$932.86 from Ostler Glass, dated 9/10/70).

Respectfully submitted,
Leonard A. Wright
P. O. Box 1803

It was moved by Councilman Freeman, seconded by Parish, that this be referred to the City Insurance Adjustor for study and proper handling. Roll call as follows: Ayes, 5; No, none; carried.

There being no further business, it was moved by Councilman Parish, seconded by Nelson, that the meeting adjourn at 8:50 p.m., carried.

ATTEST: s/ Roy C. Barnes
CITY CLERK

s/ S. Eddie Pedersen
MAYOR
