

JULY 31, 1969

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The City Council of the City of Idaho Falls, County of Bonneville, State of Idaho, met in a Regular Meeting on Thursday, July 31, 1969, at the hour of 7:30 P.M. at the City Council Chambers, in the City Hall in the City of Idaho Falls, Idaho; due and legal notice of said meeting having been given as required by law and the rules and ordinances of the City.

On roll call, the following members, constituting a quorum, were present: Mayor S. Eddie Pedersen; Councilman Jim Freeman, Dale Parish, Gordon Nelson, Melvin Erickson, Jack Wood. Absent: Councilwoman Lyn Smith. Also present: Roy C. Barnes, City Clerk; Arthur Smith, City Attorney; Rod Gilchrist, City Planner; William Fell, Electrical Engineer; Robert Pollock, Police Chief.

Minutes of the last recessed Regular Meeting, held July 10, 1969, were read and approved.

The Mayor invited City employee retiree Mr. Lewis Collins to come forward to the Council table, escorted by William Fell, Electrical Engineer. The Mayor commended Mr. Collins for his 22 ½ years of service, mostly as a power plant operator, presented him with an inscribed billfold and wished him well during his future years of retirement. Mr. Collins then received congratulations from all City Officials around the Council table.

The Mayor then invited Mr. Henry L. Sisson, City employee, to come forward to the Council table, escorted by immediate supervisor, Mr. Wendell Gillespie. The Mayor presented Mr. Sisson with a certificate of merit, acknowledging his qualifications as a Class II Sewage Works operator, due to his having attended a series of workshops in this field. It was noted that said workshops had been administered jointly by the A.I.C., the Idaho State Department of Health, the University of Idaho and the Pacific Northwest Pollution Control Association. The Mayor congratulated Mr. Sisson on his achievement and commended him for his years of dedicated effort toward this end. Mr. Sisson then received congratulations from all City officials around the Council table.

License applications for DRAIN TILE LAYER, Hartwell Excavating on Milligan Road; RESTAURANT, Lier Wing You at 345 Broadway; JOURNEYMAN GAS FITTERS, Claude L. Smith; APPRENTICE GAS FITTER, F. Grant Pendelton; ELECTRICAL CONTRACTOR, Vaughn Hofeling with Hofeling Electric; JOURNEYMAN ELECTRICIAN, Douglas Hofeling, Ira D. Tilbeth; ELECTRICAL APPRENTICE, Douglas Wheeler, Thomas Jim Thornton; COMMERCIAL KENNEL, Ernest Lake at 1380 Elmore; BEER, (Transfer only), from Glen Rowberry to Katz Nukaya for Skyline Lanes; CAB DRIVERS, Gary English; BARTENDER, Robert L. Adler, Lynda Wood, Dellis D. Yarber, Vicki Ashment, were presented. It was moved by Councilman Erickson, seconded by Freeman, 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.

Two stipulations and agreements were presented in the names of Parker Brothers and McCarty's, permitting the City to enter their premises during condemnation proceedings. It was noted that these properties are being acquired for rights of way in connection with the 17<sup>th</sup> Street Bridge. These instruments had been informally approved by the Council previously and signed by the Mayor. It was moved by Councilman Parish, seconded by Freeman, that this informal action be duly ratified. Roll call as follows: Ayes, 5; No, none; carried.

These damage claims were presented and read aloud:

440 E. 17<sup>th</sup> Street  
Idaho Falls, Idaho  
July 11, 1969

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Mayor Pedersen and Councilmembers  
c/o City Clerk, Mr. Roy C. Barnes  
308 C Street  
Idaho Falls, Idaho

Gentlemen:

Demand is hereby made against the City of Idaho Falls, Idaho, for damages to my residence property situated at 440 E 17<sup>th</sup> Street (Lots 13 and 14, Block 1, Broadbeck's Addition to the City of Idaho Falls) by reason of the no parking restriction imposed along 17<sup>th</sup> Street in the 400 Block on or about June 30, 1969.

This restriction has taken a valuable right from us without the process of law, and our property has been damaged and depreciated in the amount of \$4,457.00 to our knowledge and belief, and for which sum demand is hereby made.

Very truly yours,  
s/ Maxine Dehnert

Peterson, Moss & Olsen  
Attorneys at Law  
Idaho Falls, Idaho  
July 29, 1969

Honorable S. Eddie Pedersen, Mayor  
and the City Council of Idaho Falls  
City Building  
Idaho Falls, Idaho

RE: RODNEY D. SWOFFORD

Gentlemen:

On behalf of Rodney Swofford, we herewith present a claim to the City of Idaho Falls for damages sustained by Rodney Swofford caused by an accident which occurred on the 18<sup>th</sup> day of June, 1969, at 1:50 A.M.

The essential facts are as follows:

1. That on or about the 18<sup>th</sup> day of June, 1969, one City employee, Steven T. Watts, a police officer, was operating a City owned unmarked police car upon the City streets of the City of Idaho Falls, Idaho, in a negligent, careless and reckless manner so as to cause said vehicle to collide with the automobile of the claimant,

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Rodney Swofford, thereby causing damage to the claimant's vehicle in the amount of \$1,500.00.

2. The collision together with the resulting damages, where directly and proximately caused by the careless, negligent and reckless driving of the City employee, Steven T. Watts.
3. At all times herein mentioned Steven T. Watts was an employee of the City of Idaho Falls acting within the scope of his employment and as an agent of the City.
4. As a direct and proximate cause of said negligence, the claimant, sustained damages to his vehicle in the amount of \$1,500.00.

We therefore respectfully demand reimbursement to said Rodney D. Swofford in the amount of \$1,500.00.

Very truly yours,  
s/ Gary J. Jensen  
Attorney

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

Two City redemption tax deeds, both in favor of Frontiers Oregon, Ltd., and both accompanied by appropriate resolutions, were presented as follows:

**RESOLUTION (Resolution No. 1969-19)**

WHEREAS, the City of Idaho Falls, did, under and pursuant to the provisions of Chapter 17, Title 50, Idaho Code, and by deed of the City Treasurer dated the 17<sup>th</sup> day of April, 1969, recorded as Instrument No. 3957223, records of Bonneville County, Idaho, acquire title to and possession of the following described real property, to-wit:

Beginning at a point that is East 507 feet along the South property line, extended, of the alley through Block 8 of Capitol Hill Addition to the City of Idaho Falls, from the Northeast corner of Lot 48 of said Block, and running thence East along said property line extended 102 feet; thence South 113 feet; thence West 102 feet; thence North 113 feet, to the point of beginning, being part of the Northeast Quarter of the Southwest Quarter (NE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) of Section Seventeen (17), Township Two (2) North, Range Thirty-eight (38) E.B.M., Bonneville County, Idaho.

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

NOW THEREFORE, BE IT RESOLVED:

That the Mayor and City Clerk be, and they hereby are, authorized and directed, upon the payment of said sum of money by said purchaser to make, execute and deliver to the said FRONTIERS-OREGON LTD., Idaho Falls, Idaho a deed to said property, pursuant to the provisions of Section 50-2951, Idaho Code.

PASSED BY THE COUNCIL this 31<sup>st</sup> day of July, 1969.

APPROVED BY THE MAYOR this 4<sup>th</sup> day of August, 1969

s/ S. Eddie Pedersen  
MAYOR

ATTEST: s/ Roy C. Barnes  
CITY CLERK

**RESOLUTION (Resolution No. 1969-20)**

WHEREAS, the City of Idaho Falls, did, under and pursuant to the provisions of Chapter 17, Title 50, Idaho Code, and by deed of the City Treasurer, dated the 17<sup>th</sup> day of April, 1969, recorded as Instrument No. 395721, records of Bonneville County, Idaho acquire title to and possession of the following described real property, to-wit:

Beginning at a point 379.42 feet South and 469 feet East of the Northwest corner of the East Half of the southwest Quarter (E ¼ SW ¼) of Section 17, Township 2 North, Range Thirty-eight (38) E.B.M. running thence East along the South side of Whittier Street, extended, 150 feet; thence South 124 feet; thence West 150 feet; thence North 124 feet to the point of beginning, being Lots one (1) to Six (6) , inclusive, Block 2 of Hammon Tract, as per the recorded plat.

WHEREAS, FRONTIERS-OREGON, LTD., IDAHO FALLS, IDAHO, has offered to pay to the City of Idaho Falls the amount for which said property was sold to the City, together with all the installments of assessments subsequent to the one for which said property was sold and then due, together with penalties and interest thereon;

NOW THEREFORE, BE IT RESOLVED:

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That the Mayor and City Clerk, be, and they hereby are, authorized and directed, upon the payment of said sum of money by said purchaser to make, execute and deliver to the said FRONTIERS-OREGON LTD., IDAHO FALLS, IDAHO, a deed to said property, pursuant to the provisions of Section 50-2951, Idaho Code.

PASSED BY THE COUNCIL this 31<sup>st</sup> day of July, 1969.

APPROVED BY THE MAYOR this 4<sup>th</sup> day of August, 1969.

ATTEST: s/ Roy C. Barnes  
CITY CLERK

s/ S. Eddie Pedersen  
MAYOR

It was moved by Councilman Parish, seconded by Erickson, that the Mayor and City Clerk be authorized to sign the resolutions and the deeds. Roll call as follows: Ayes, 5; No, none; carried.

Presented to the Council was an invitation for bids on the Fairview Street Bridge at Eagle Rock Park. It was moved by Councilman Freeman, seconded by Erickson, that the City Clerk be authorized to publish, as required by law. Roll call as follows: Ayes, 5; No, none; carried.

This letter of petition was presented and read aloud:

28 July 1969

SUBJECT: Letter of Petition - that the City of Idaho Falls acquire title to and take possession of the below described real property.

TO: The Mayor and Council of the City of Idaho Falls, Idaho

The undersigned resident respectfully asks the Council of the City of Idaho Falls to instruct the Legal Officer to take immediate action to acquire title to and take possession of the following property located in the 100 Block of Blaine Avenue.

Lots 19, 20, and 21, of Block 49, Highland Park Addition.

Petitioner submits the following information concerning property:

1. Records of the Bonneville County Assessor show the property listed to: Harry H. Lees & Mrs. Lees (deceased) City of Idaho Falls
2. Records of the Bonneville County Treasurer show taxes as delinquent for the following years: 1967, 1968, 1969, (as of 4 November)

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3. Records of the City Treasurer show a seven year delinquency in payment of Local Improvement District No. 25 costs amounting to approximately \$900.00 Property was "Tax Deeded" in 1962.

The following statements in support of request are accurate in so far as can be determined by observation.

1. The remains of a house set on the property. This building and the grounds are used by several individuals as a place of habitation.
2. A potential health hazard could exist because of improper sanitation. City utilities are either nonexistent or inadequate.
3. A fire danger exists. The lives and property of persons living nearby are in danger.
4. The back-yard is used to "junk out" automobiles. An unlicensed business is being operated in a residential area.

The undersigned wishes to make the following general comments:

"The general area of north central Idaho Falls is potentially an excellent residential zone. It has been ignored and neglected for too long. Home building is almost nonexistent. Property values are depressed and the sale of such are difficult or impossible. The continuing existence of places as above described, contributes to the further deterioration of the area with a resultant loss to all".

Petitioner thanks the Governing body of the City for the opportunity for presenting this letter and hopes that an early clean-up of this property will be another accomplishment of the Administration & Employees of Idaho Falls in its increasingly successful drive to make a better place to live in.

Respectfully yours,  
s/ Jack Hall  
1050 Bannock Avenue

City Attorney Smith observed that City Planner Gilchrist should ascertain if there are other properties that fall in this category inasmuch as there is considerable expense and legal work connected to quieting title. Among other things, continued Smith, a determination must be made as to whether or not the property is worth the expense of satisfying the lien occasioned by delinquent property taxes. With reference to this particular property, City Planner Gilchrist appeared to say that his Department was aware of its untenable status but that relocation of those residing there poses a problem. It was moved by Councilman Wood, seconded by Erickson, that this matter be referred to

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the Public Health Committee for study and recommendation. Roll call as follows: Ayes, 5; No, none; carried.

This resolution was introduced and studied:

**RESOLUTION (Resolution No. 1969-21)**

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 preliminary engineering for the construction of Riverside Drive, Fremont Street and East River Road between I Street and the North City limits within the City of Idaho Falls, Bonneville County, Idaho, as described in the Cooperative Agreement, which improvement is to consist of excavation, drainage, base, curb-gutter, surfacing and traffic signing and marking on 0.84 miles of F.A.S. Route 6718 to be constructed under Federal Aid Project S-SU-6718 (2); 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 secondary Highway System when there is Federal participation in the costs; and

WHEREAS, certain functions to be performed by the State involve the expenditures 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, the City is fully responsible for all costs related to the project; 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 Secondary Highway Project S-SU-6718(2) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Cooperative Agreement on behalf of the City of Idaho Falls.

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3. That duly certified copies of the resolution shall be furnished the Department of Highways.

It was moved by Councilman Nelson, seconded by Parish, that this resolution be accepted and approved. Roll call as follows: Ayes, 5; No, none; carried. It was noted that one of the provisions of the foregoing resolution authorized the Mayor and City Clerk to sign the agreement in question, known as S-SU-6718(2).

The Mayor drew attention to the fact that, at a recent informal meeting of the Council, this agreement between the City and Utah Power and Light Company was approved, providing for an updated arrangement for the transfer of electric customers and existing facilities within the affected areas:

City of Idaho Falls  
P.O. Box 220

Mr. Ronald J. Rhees, Division Manager  
Utah Power and Light Company  
Rexburg, Idaho 83440

Dear Mr. Rhees:

Reference is made to our numerous meetings and discussions, as well as a previous letter of agreement dated December 2, 1963; all concerning customer exchange policies and principles between the City of Idaho Falls and Utah Power and Light. This exchange agreement shall integrate the understanding and agreement of the parties, and all previous agreements are null and void.

This letter is written for the purpose and intent of establishing a current updated set of operating rules and agreements that will be followed between the City of Idaho Falls and Utah Power and Light Company dealing with the transfer of customers and existing facilities of our respective organizations within the affected areas. The intent of these rules is to follow all applicable laws, provide for just compensation for customer exchanges, allow City residents the right to City electric service, minimize electric system duplication, and enhance public relations for both utilities.

Following are the basic ground rules as I understand are mutually agreed upon for customer exchange:

1. Utility gaining customer by transfer will pay initial serving utility 167% of customer's prior 12 months bill.

Basis: \$100	Gross Revenue
<u>10%</u>	Net On Gross
\$ 10	

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(To receive \$10 @ 6% interest requires \$166.33 x 6% - \$9,9996.

2. Each party will keep its own meters and transformers.
3. The utility taking over the customer would purchase, if no longer needed by initial utility and required for new service; poles, wires, cross arms, insulators, guys and other facilities. Purchase price would be adjusted for age and service ability at current price levels.
4. Exchange of customer basis:
  - (a) Request for transfer to City service by customer in City now Utah Power and Light customer.
  - (b) Request for transfer to Utah Power and Light service by customer outside City on City electric service.
  - (c) Request for transfer of customer by City or Utah Power and Light on mutually agreed basis for best overall interest of customer and either utility.
  - (d) Customer exchange not to be solicited except by consent of both utilities.
  - (e) Customer exchange not to be made except with knowledge by both utilities and consent of customer.
  - (f) Customer exchange also contingent upon either utility being willing and able to pay the agreed upon exchange price and any other related costs and expenses.

If this letter meets with agreement with Utah Power and Light please have it executed, acknowledging approval, and return it to us for our files. Should you desire any further changes or modifications, please call us and make proposal changes and submit for our consideration.

Very truly yours,  
W. H. Fell, Manager

It was moved by Councilman Nelson, seconded by Parish, that this action be duly ratified. Roll call as follows: Ayes, 5; No, none; carried.

Councilman Nelson introduced Ordinance No. 1225 entitled:

“AN ORDINANCE CREATING AND SETTING FORTH THE BOUNDARIES OF LOCAL IMPROVEMENT DISTRICT NO. 39, IN AND FOR IDAHO FALLS, IDAHO, FOR THE PURPOSE OF GRADING, GRAVELING, PRIME-COATING, TACK-COATING, PAVING, CURBING, GUTTERING, SURFACE DRAINING AND CONSTRUCTING

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SIDEWALKS OF CERTAIN STREETS AND PARTS OF STREETS, ALLEYS AND PARTS OF ALLEYS THEREIN, PROVIDING THAT SUCH IMPROVEMENT SHALL BE MADE AND THAT THE COST AND EXPENSE OF SUCH IMPROVEMENTS SHALL BE TAXED AND ASSESSED UPON ALL PROPERTY IN SAID DISTRICT IN PROPORTION TO THE NUMBER OF SQUARE FEET OF LANDS AND LOTS ABUTTING, ADJOINING, CONTIGUOUS AND ADJACENT THERETO INCLUDED IN SAID DISTRICT AND IN PROPORTION TO THE BENEFITS DERIVED TO SUCH PROPERTY BY SAID IMPROVEMENTS; AND PROVIDING THAT THE WHOLE COST AND EXPENSE OF SAID IMPROVEMENTS WITHIN STREET INTERSECTIONS AND ALLEY INTERSECTIONS SHALL BE PAID FROM THE GENERAL FUNDS OF THE CITY IN THE AMOUNT OF \$28,500.00; AND PROVIDING FURTHER THAT THE MAKING OF SAID IMPROVEMENTS IS DEPENDENT UPON THE ISSUANCE AND SALE OF LOCAL IMPROVEMENT BONDS TO DEFRAY THE COST OF SAID IMPROVEMENTS OTHER THAN THE COST AND EXPENSE TO BE PAID FROM THE GENERAL FUNDS OF THE CITY"

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

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

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

ATTEST: s/ Roy C. Barnes  
CITY CLERK

s/ S. Eddie Pedersen  
MAYOR

City Attorney Smith presented the following, prepared by the County Attorney and approved as to legal form by the City Attorney:

**AMENDMENT OF COOPERATIVE AGREEMENT**

**(West Seventeenth Street Extension)**

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THIS AGREEMENT, made and entered into in duplicate this \_\_\_ day of \_\_\_\_\_, 1969, by and between the City of Idaho Falls, a Municipal Corporation, party of the first part, hereinafter designated "City" and Bonneville County, Idaho, a political subdivision of the State of Idaho, party of the second part, hereinafter designated "County".

WITNESSETH

WHEREAS, the parties hereto heretofore on the 30<sup>th</sup> day of January, 1968, entered into a cooperative agreement to locate and construct, as a "joint function" the West Seventeenth Street Extension (Yellowstone to Fas 6855), and

WHEREAS, Section 3 of that said agreement provided that the County was obligated to, prior to the time of advertising for bids to construct the Seventeenth Street Bridge across the Snake River, provide to the City one-half (50%) of the estimated total construction and engineering costs of said construction project, and

WHEREAS, it is the policy of the County to keep fully invested all its idle funds not necessarily required to meet current expenditure demands.

NOW THEREFORE, THE PARTIES HERETO AGREE AND COVENANT to supplement and amend the above mentioned agreement as follows:

1. That that certain agreement, known as the cooperative agreement - West Seventeenth Street Extension, executed on the 30<sup>th</sup> day of January, 1968, is, by this reference, confirmed as herein amended, and incorporated herein by references as if the same were set out in full, and is hereinafter referred to as the "Agreement":
2. That Section 3 of the Agreement providing that the County shall provide one-half (50%) of the estimated total construction and engineering costs prior to the time of advertising for bids to construct the Seventeenth Street Bridge across the Snake River is modified and amended as follows; to-wit: that said section shall be stricken from the Agreement, and by this instrument is stricken and deleted from that said Agreement, and shall be redrafted and by this instrument is redrafted, to provide as follows: to-wit:

In the event the City is named the contracting agency (and it is understood and agreed at the time of execution of this Amendment of Cooperative Agreement that the City has been named the contracting agency) to pay to the City one-half (50%) of the total construction and engineering costs (now estimated to be 10% of construction) entailed in the building of the Seventeenth Street Bridge across Snake River.

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Payments by the County shall be made periodically and forthwith in the amounts of one-half of the "construction progress estimates" of the contractor as such estimates are certified as authentic by the City Controller and presented to the Chairman of the Board of County Commissioners. Immediately following completion of bridge construction, the final total costs of bridge construction and engineering will be calculated and the County shall then pay to the City the balance of its said share of construction and engineering.

IN WITNESS WHEREOF, the City has caused its official seal to be hereunto affixed and these presents to be executed by its Mayor thereunto by resolution of its City Council duly authorized and the County has caused its official seal to be hereinto affixed and these presents to be executed by its Chairman thereunto by resolution of its Board of County Commissioners duly authorized, the day and year first above written.

CITY OF IDAHO FALLS, ID  
a Municipal Corporation  
s/ \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
CITY CLERK

ATTEST:

\_\_\_\_\_  
COUNTY CLERK and ex-officio recorder

COUNTY OF BONNEVILLE,  
STATE OF IDAHO, A Political  
Subdivision of the State of Idaho  
By: \_\_\_\_\_  
Chairman of the Board of County  
Commissioners

It was moved by Councilman Nelson, seconded by Freeman, that this amendment to the cooperative agreement between the City and Bonneville County be approved, subject to first obtaining the signature of approval by the Chairman of the Board of the County Commissioners; also subject to the County Commissioners agreeing to joint advertisement for bids on the 17<sup>th</sup> Street Bridge; also, subject to the County Commissioners agreeing jointly on the bridge at the appropriate time. Roll call as follows: Ayes, 5; No, none; carried.

The City Attorney presented a rough draft of a resolution which would permit the Fire Department, particularly stations #2 and #3, to inspect bicycles and to issue licenses. Councilman Wood said the Fire Committee had not had ample time to study this proposal. It was moved by Councilman Wood, seconded by Freeman, that this be referred to the Fire Committee for study and recommendation. Roll call as follows: Ayes, 5; No, none; carried.

Councilman Nelson said he had been approached by a representative of Industrial Contractors, Inc. to temporarily lease, for storage purposes, certain City owned property north of

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Broadway, east of the Interstate. It was moved by Councilman Nelson, seconded by Wood, that this be referred to the Fiscal Committee for study and recommendation. Roll call as follows: Ayes, 5; No, none; carried.

There being no further business, it was moved by Councilman Freeman, seconded by Wood, that the meeting adjourn at 8:30 P.M., carried.

ATTEST: s/ Roy C. Barnes  
CITY CLERK

s/ S. Eddie Pedersen  
MAYOR

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