

JULY 11, 1968

The City Council of the City of Idaho Falls met in a Recessed Regular Meeting, Thursday, July 11, 1968, at 7:30 P.M. in the Council Chambers at Idaho Falls, Idaho. There were present at said meeting, Mayor S. Eddie Pedersen, Councilwoman Lyn Smith, Councilmen Gordon Nelson, Dale Parish, Jim Freeman, Mel Erickson, Jack Wood. Also present: Roy C. Barnes, City Clerk; Arthur Smith, City Attorney; Rod Gilchrist, City Planner; Don Lloyd, Public Works Director; Ernie Craner, Parks & Recreation Director; Robert Pollock, Police Chief.

Minutes of the last recessed Regular Meeting, held June 27, 1968, were read and approved.

At the invitation of the Mayor, Police Chief Pollock escorted Police Officer Marshall Haverman to the Council Table. In his remarks the Mayor noted that Haverman had retired as a City employee on June 1, 1968, having served the City since September 10, 1949 except to two years in the Navy. The Mayor congratulated Haverman, presented him with an inscribed billfold and wished him well during his retirement years. Haverman responded by saying it had been a real pleasure to serve the City and, particularly, to have the privilege to work under Chief Pollock. Haverman then received congratulations from all City Officials around the Council Table.

Mr. Joe Sherwood of the Muzzle Loader Steak House on North Eastern Avenue and Mr. Griffith Harmon of the Colonel's Take Home Chicken establishment, also on North Eastern Avenue, appeared before the Council, asking that Ash Street, particularly that portion extending from Yellowstone Avenue easterly across the railroad tracks to Eastern Avenue, be made two way traffic. Sherwood noted that tourist traffic, by the time they see these two places of business, are prohibited from getting to them except by back-tracking through the D Street underpass and that, recognizing tourist's habits, very few will do this. Sherwood noted that local people wishing to use the parking lot immediately adjacent to Yellowstone in the vicinity of Ash Street, often take the chance and illegally enter the lot by way of Ash Street. Mr. Harmon concurred in Mr. Sherwood's remarks and said he is well aware of the adverse reaction this traffic arrangement has on tourists from the few who take the time and trouble to trade at his place of business, in spite of the inconvenience. The Mayor was sympathetic with the problem but reminded the two gentlemen that this wasn't altogether a City problem but that the State Highway Department has jurisdiction over access and egress to a State highway. Councilman Nelson concurred and added that this agency had previously been approached on this proposition and had denied same. It was moved by Councilman Erickson, seconded by Wood, that this matter be referred to the Police and Traffic Safety Committees, that these gentlemen, as well as a representative of the State Highway Department, be invited to the next meeting in an effort to resolve the problem, reflecting back to the Council any constructive recommendations. Roll call as follows: Ayes, 6; No, none; carried.

Bills for the month of June, 1968, 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	\$185,931.52	\$98,934.54	\$284,866.06
Fire Bond	54,172.38	6,366.76	60,539.14

JULY 11, 1968

<u>FUND</u>	<u>GROSS PAYROLL</u>	<u>SERVICES & MATERIALS</u>	<u>TOTAL EXPENDITURES</u>
Water & Sewer Fund	15,023.43	24,349.23	39,672.66
Electric Light Fund	48,193.99	68,754.73	116,548.72
Recreation Fund	11,367.48	1,750.16	13,117.64
Police Retirement Fund	2,751.81	.00	2,751.81
<u>TOTAL FUNDS</u>	<u>\$317,440.61</u>	<u>\$200,055.42</u>	<u>\$517,496.03</u>

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 payment. Roll call as follows: Ayes, 6; No, none; carried.

Reports from Division and Department Heads were presented for the month of June, 1968, and there being no objection, were accepted and ordered placed on file in the office of the City Clerk.

License applications for FIREWORKS, Stephen Johnson for Johnson Fruit Market; RESTAURANT, Ellen H. Campbell for Dog House Bar & Café, (Transfer Only) from Edith M. Vollman to Dorothy Clements for Dot's Kosy Korner; DANCE HALL, (Transfer Only) from Ronald R. Davis to Payton C. Tapp for Tapp's Bar; BEER (CANNED, BOTTLED AND DRAFT TO BE CONSUMED ON THE PREMISES) from Ronald Davis to Payton C. Tapp for Tapp's Bar; BARTENDER, Patricia Killian, Naomi Knetzger, Alta Caverhill, Henry Corey, Jr., Norman Helderan, Mervin A. Cook, Donald Smith, William J. Wagner, Bonnie Ralph, Helen Hart Ransom, Lynda Wood, Dennis O. Doane, Maloah J. Johnson, Leola Boylan; 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, 6; No, none; carried.

The City Clerk reported that, in the interests of time, and with the approval of the City Sanitarian and Councilman Erickson, a license had been issued on July 3, to James Ashpole to operate a mobile ice cream concession unit, to be known as Jolly Jim. It was moved by Councilman Erickson, seconded by Freeman, that this action be ratified. Roll call as follows: Ayes, 6; No, none; carried.

This memo from the Purchasing Department was studied:

City of Idaho Falls
July 1, 1968

Aerial Tower & Service Body
Cab & Chassis for Aerial Tower & Service Body

Honorable Mayor and Councilmembers:

Tabulation of bids for 40 foot Aerial Tower & Service Body, and Cab & Chassis is attached.

Evaluation of bids received show as follows:

JULY 11, 1968

W. H. Pingree Company of Salt Lake City furnishing:

40 Foot Aerial Tower & Service Body \$ 9954.00

Ellsworth Brothers Inc. furnishing:

Cab & Chassis for mounting 40 Foot Aerial Tower
and Service Body \$ 3748.12

Total Budgeted: \$16,000.00

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

This recommendation subject to your approval.

s/ W. J. Skow
Purchasing Department

It was moved by Councilwoman Smith, seconded by Councilman Nelson, that the bids be accepted as recommended. Roll call as follows: Ayes, 6; No, none; carried.

From the Building Official this memo was introduced:

July 9, 1968

MEMO TO MAYOR AND COUNCIL:

We have a request from the Hart Pontiac-Cadillac Company to vacate the alley in Block 8, Mayflower Addition to permit construction of a new garage and sales rooms which are planned to occupy a part of this alley.

We have the approval of the City Electrical Department, the Engineering Department, the Gas Company and the Telephone Company.

s/ Ray Browning
Building Official

It was moved by Councilman Wood, seconded by Smith, that this be referred to the City Attorney with instructions to prepare a vacating ordinance for Council consideration. Roll call as follows: Ayes, 6; No, none; carried.

The Public Works Director, through the City Clerk, submitted the following:

JULY 11, 1968

City of Idaho Falls
July 9, 1968

TO: Honorable Mayor and City Council
FROM: Donald F. Lloyd, P.E.
SUBJECT: CONCRETE REPAIR CONTRACT

We are attaching hereto a bid tabulation of the single bid received from Reinhart Construction for the repair of City concrete work. We have noted in the bids received for similar work one year ago, since the unit prices appear to be exorbitant we are requesting that the bid be rejected and further that authorization be given to re-advertise.

July 14, 21 Open 10 A. M. July 23.

Respectfully submitted,
s/ Don F. Lloyd

It was moved by Councilman Nelson, seconded by Parish, that the original bid for concrete work, opened July 2, 1968, be rejected for the reason as stated and that authorization be granted for re-advertising on the dates as indicated. Roll call as follows: Ayes, 6; No, none; carried.

Next, from the Public Works Director the following memo was submitted:

City of Idaho Falls
July 10, 1968

TO: Luther Jenkins
FROM: Donald F. Lloyd
SUBJECT: SEAL COATING 4A-3A

Attached herewith is a bid tabulation of the bids for seal coating which were opened on July 9, 1968.

Our recommendation is to award the contract to the low bidder, Burggraf Construction Company.

s/ Donald F. Lloyd

It was moved by Councilman Nelson, seconded by Parish, that the low bid be accepted as recommended with the understanding that the seal coating project be limited at the discretion of the Public Works Director to funds as budgeted. Roll call as follows: Ayes, 6; No, none; carried.

JULY 11, 1968

By memo, the City Planner drew attention to the fact that there had recently been three re-zoning petitions submitted for Council consideration and that the Planning Commission had already made their recommendation in each instance. It was moved by Councilman Wood, seconded by Smith, that a public hearing be scheduled for August 8th, 1968 to review these petitions and the City Clerk be authorized to publish legal notice accordingly. Roll call as follows: Ayes, 6; No, none; carried.

Reference is made to page 97 in this book of minutes and, more specifically, an ordinance passed on its first reading which would amend the Uniform Building Code, 1967 Edition pertaining to the requirements for building permits. Councilman Wood reported that all interested and affected Department Heads had been contacted and they all agreed that the wording in the one controversial section was appropriate, in order and required. With that explanation, the ordinance was again introduced, as follows:

ORDINANCE NO. 1215

AN ORDINANCE AMENDING SECTION 4-11-1, CITY CODE OF IDAHO FALLS, IDAHO, BEING VOLUME I, UNIFORM BUILDING CODE, 1967 EDITION; SPECIFICALLY AMENDING SECTION 301. (a) OF SAID CODE BY PROVIDING THAT PERMITS ARE NOT REQUIRED FOR CERTAIN NON-STRUCTURAL REPAIRS AND ALTERATIONS TO BUILDINGS, AND PARTICULARLY SETTING FORTH THE REPAIRS AND ALTERATIONS SO EXCEPTED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING WHEN THE ORDINANCE BECOME EFFECTIVE.

It was moved by Councilman Wood, seconded by Smith, that this Ordinance be passed on its second and third readings. Roll call as follows: Ayes, 6; No, none; carried.

This petition with 22 signers, all residents of East 17th Street, East 16th Street or Cranmer Avenue was presented and read aloud:

Idaho Falls, Idaho
June 29, 1968

The Honorable S. Eddie Pedersen
Mayor, City of Idaho Falls
Idaho Falls, Idaho

RE: SHOPPING CENTER AT 17TH AND HOLMES AVENUE

Dear Sir:

JULY 11, 1968

Early this year the northeast corner of the 17th Street Albertson's Shopping Center was opened for traffic. It is our understanding that the original approval for the RS zone did not approve of ingress or egress on this particular corner. The opening of it has created a general nuisance to the residents in the Martin Addition by papers being thrown out of cars, particularly by the great amount of dust that cars moving in and out creates. At times the cars move at speeds too great contributing greatly to hazardous traffic on that exit area.

We the undersigned would appeal to your good offices to look into this matter and respectfully request that this exit once again be closed in accordance with the original specifications of approval of this shopping center zone.

Very respectfully yours.

The City Attorney, being aware of the background on this shopping center and also the existing litigation, explained to the Council that the problem as stated in the petition had legal implications. He said there was a court case in District Court which has been appealed to the State Supreme Court, involving the use of this land. He urged that, pending the court decision, there be no effort to change the existing status quo, except possibly in the interests of safety, as it might be construed as contemptuous. In view of the City Attorney's explanation, it was moved by Councilman Erickson, seconded by Smith, that the City Attorney be directed and instructed to answer the petitioners, covering, in brief, these factors as it was explained this night to the Mayor and Council. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Wood introduced Amendment No. 1 to a Grant Agreement covering improvements to Fanning Field under Federal Airport Project No. 9-10-060-C712, as submitted by the Federal Aviation Administration, as follows:

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
AMENDMENT NUMBER 1 TO GRANT AGREEMENT

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") acting for and on behalf of the United States of America, has determined that, in the interest of the United States, the Grant Agreement relating to the above project, between the United States of America and the City of Idaho Falls, Idaho (hereinafter referred to as the "sponsor"), accepted by the Sponsor on May 31, 1967, should be amended as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA, acting for and on behalf of the United States of America, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and the same is hereby amended in the following particulars but in no others:

JULY 11, 1968

The scope and description of the Airport development set forth in Paragraph 2, Page 1 of the Grant Agreement is revised to read as follows:

Install high intensity runway lights Runway 2/20 (approximately 8100 lineal feet); pave Runway 2/20 extension to Runway 20 (approximately 150' X 1,700') from 7,230' to 8,930' and parallel taxiway extension (approximately 75' X 1,800') construct parallel taxiway extension (approximately 75' X 2,669') including two connecting taxiways (approximately 75' X 150' each); widen existing parallel taxiway (from approximately 50' to 75' X 4,150') including widening of two connecting taxiways (from 50' C 150' to 75' X 150' each); relocated Old Butte Highway (approximately 24' X 5,000'); install boundary fence (approximately 4,284 lineal feet).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the 11th day of July, 1968.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMIN.
WESTERN REGION
By: s/ Vaughn M. Clayton

It was moved by Councilman Wood, seconded by Smith, that the amendment be accepted and the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Freeman reported that the Public Works Division is now in a position to advertise for bids on a sprinkling system for a portion of Eagle Rock Park. He asked Parks & Recreation Director Craner to report on development progress. Craner said all roads within the Park area are virtually completed and that said area has been brought to proper grade. Craner said that, due to timing and finances, the specifications, as prepared, call for a system that would serve only a portion of the Park area, approximately 30 acres, which would include one softball and two baseball diamonds. Rance Bare, from the Engineering Department, appeared briefly and depicted, by sketch, the area to be affected by the proposed system. It was moved by Councilman Freeman, seconded by Erickson, that authorization be granted to advertise for bids as described and as soon as possible, subject to final approval by the State Parks Department, due to the recent change in specifications. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Freeman then presented the following agreement and option between the City and Lloyd Ryder and wife, as follows:

AGREEMENT AND OPTION

This agreement and option made and entered into in duplicate this 11th day of July, 1968, by and between LLOYD RYDER AND JEANETTE C. RYDER, husband and wife, of
JULY 11, 1968

Bonneville County, Idaho, First Parties, and the CITY OF IDAHO FALLS, IDAHO, a Municipal Corporation, Second Party.

WITNESSETH

WHEREAS, Second Party has filed application with the United States Department of the Interior, B.L.M., to purchase for recreation and public purposes the following described public land lying and being in Bonneville County, Idaho:

Lot 8, Section 35, Township A North, Range 37 East of Boise Meridian, containing 17.62 acres, together with all improvements and appurtenances thereto belonging

WHEREAS, First Parties have claimed an interest in said land by occupying the same and making improvements thereto, and it is agreed that the said improvements are valued at \$3900.00.

NOW THEREFORE, the parties mutually covenant and agree as follows:

1. Second Party agrees to pay First Parties the sum of \$3900.00, cash, lawful money of the United States, upon the execution of this agreement, the receipt of which sum is hereby acknowledged by First Parties, in full satisfaction of all claims, rights, interests and demands of every kind and description which First Parties have, or assert, in and to said described lands and improvements thereon.
2. First Parties agree to execute and deliver, to Second Party, upon the execution of this agreement and option, a quitclaim deed conveying all right, title and interest of First Parties in and to same, and agree that title to said land and improvements may be transferred from the United States of America to Second Party.
3. Second Party agrees that First Parties may occupy said lands, rent free, for pasturage and agricultural purposes until Second party shall require First parties to vacate the same. First Parties shall vacate said land within 90 days after receiving notice from Second Party to vacate the same.

4. Second Party agrees that First Parties shall have access to stock water from and after the time First Parties shall vacate said land. Second Party shall make such water available to First Parties at Second Party's option, by either of the following methods:
 - a. Second Party may furnish First Parties a 50 foot fenced corridor across said land to the Snake River near the house and barn of First Parties.

JULY 11, 1968

- b. Second Party may furnish First Parties City water from its City water system (for stock use and culinary purposes) at the regular and usual City rates for such water.

OPTION

5. First Parties, for and in consideration of the payment to them by Second Party of the sum of \$200.00, the receipt of which sum is acknowledged by First Parties, hereby grants to Second Party an option to purchase the following strip of land as a roadway access to said land. Said land for roadway is situated in Bonneville County, Idaho, and particularly described as follows:

Beginning at a point that is South 0°59' East 1,044.3 feet from the North ¼ corner of Section 35, T.2 North, Range 37, E.B.M., said point of beginning being on the existing North-South fence line, running thence South 0°59' East 130.00 feet, more or less, to a meander line; thence North 58°12' East 34.93 feet along said meander line; thence North 0°59' West 130.00 feet, more or less, to the Southerly boundary of the State property; thence South 60°49' West 35.0 feet, more or less, along said line to the point of beginning.

6. First Parties agree to convey, or cause to be conveyed, to Second Party, the land described in Paragraph 5 by good and sufficient warranty deed, free and clear of all liens and encumbrances, within 90 days after Second Party shall exercise this option, and upon receiving said deed, Second Party shall forthwith pay First Parties the additional sum of \$1,400.00, the total agreed price for said land being \$1,600.00, including the \$200.00 paid as consideration for this option, it being understood and agreed that the said \$200.00 payment shall be credited on the purchase price at the time of purchase.
7. Second Party shall exercise this option by giving First Parties written notice of the intention to so exercise at any time prior to March 25, 1969.

IN WITNESS WHEREOF, First Parties have executed this agreement and option, and Second Party has caused its official seal to be hereunto affixed and these presents to be executed by its Mayor and Clerk thereunto by resolution of its City Council duly authorized the day and year first above written.

s/ Lloyd Ryder
s/ Jeanette C. Ryder
First Parties

JULY 11, 1968

ATTEST:
s/ Roy C. Barnes
CITY CLERK

CITY OF IDAHO FALLS
BY: s/S. Eddie Pedersen
MAYOR, Second Party

STATE OF IDAHO)
 :SS
County of Bonneville)

On this 11 day of July in the year 1968, before me the undersigned, a Notary Public in and for said State, personally appeared LLOYD RYDER AND JEANETTE C. RYDER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledge to me that they executed the same.

IN WITNESS WHEREOF, I have hereinto set my hand and affixed my official seal the day and year in this certificate first above written.

s/ A. L. Smith
Notary Public/State of ID
Idaho Falls, Idaho

After complete explanation, it was moved by Councilman Freeman, seconded by Erickson, that the Mayor and City Clerk be authorized to sign all necessary legal documents and the Controller be authorized to make payment as provided in said agreement. Roll call as follows: Ayes, 6; No, none; carried.

Next, from Councilman Freeman, this Memorandum of Agreement describing terms and conditions of certain joint use facilities between the City and School District #91, was presented:

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into this 11th day of July, 1968, by and between the City of Idaho Falls, a Municipal Corporation, hereinafter called the "City"

and School District No. 91 of Idaho Falls, Bonneville County, State of Idaho, hereinafter called the "School" witnesseth:

WHEREAS, the City owns certain lands, buildings, facilities and equipment for recreation and public use, and

WHEREAS, the School owns certain lands, buildings, facilities and equipment for recreation and public use, and

WHEREAS, it is the desire of both the City and the School to enter into an agreement whereby the lands, buildings, facilities and equipment may be most completely and effectively

JULY 11, 1968

used by both parties for the greatest public good, all pursuant to the authority vested in them by the provisions of Section 50-336 to 50-339, inclusive, Idaho Code.

NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the City and School mutually agree that the lands, buildings, facilities and equipment owned by each may be used for the purpose indicated under the terms and conditions set forth:

By General Agreement

1. Each party will maintain its own lands, buildings, facilities and equipment in good usable condition. This will include the mowing and watering of the lawns. The irrigation water for all school grounds will be furnished by the City at a price of \$15.00 per acre per year. The acreage will not include the 1.67 acres owned by the City but part of Edgemont Gardens Elementary School playground nor the 1.90 acres owned by the City at Bel Aire Elementary School. The City will care for the leveling and marking of baseball and softball diamonds on the school property. The school will mow and water these diamonds at a time when it will not interfere with the regularly scheduled games.
2. When either the City or school is using the property of the other, the party so using will provide, at its own expense, sufficient supervision of groups using these properties to prevent careless or malicious destruction of the property.
3. Safety precautions will be the responsibility of the party using the property of the other. The City owns, maintains and operates the pool at its expense. The School is permitted to use it, at no cost at times mutually agreeable with Director of Parks and Recreation Division. the district will furnish life guards at its expense during periods use.
4. To simplify negotiations all arrangements for the use of school property by City Personnel shall be made by the Parks and Recreation Director through the

Administration Assistant to the Superintendent of schools and all arrangements for use of City property by school personnel shall be made by the Administrative Assistant through the Parks and Recreation Director.

5. Keys will be provided responsible leaders whenever organized activities make it necessary. Such keys are to be returned to the City or the school, as the case may be, when the activities are terminated.

Specific Agreements

High Schools

JULY 11, 1968

1. The school will use the Civic Auditorium Building in accordance with the agreement dated January 1, 1955, and the supplement thereto dated August 3, 1961.
2. The four City tennis courts on Seventh Street and those in Tautphaus and Highland Parks may be used by the School during regular school hours and at other times mutually agreeable.
3. The City parking lot on Seventh Street may be used by the school. It will be maintained in a usable condition by the City. The parking lot on John Adams Parkway will also be under the control of the school during school hours. It will be maintained by the City.
4. The school will schedule the activities on the Ravston Football Stadium. The lights will be furnished by the City. The track at each school will be maintained by the school. The City will sprinkle and roll the track as needed. The track will also be used for City planned recreation.
5. The band and art rooms which are owned by the City, will be maintained by the School. They will be used by the school during the school year and during the summer time by mutual agreement.
6. School bleachers may be used by the City during the summer and City bleachers may be used by the school during the school year and at other times by mutual agreement. In each case the bleachers will be moved by the City.
7. The gymnasiums, physical fitness rooms and wrestling rooms at either high school may be used by the City for recreational purposes when not in use by the school and by mutual agreement.
8. Both high schools will use Highland Park for ball games.

9. The Idaho Falls High School ball diamond, including restrooms in the Stadium Buildings, will be used by the City Recreational Department during the school vacation. The school will maintain these facilities at its expense.
10. The City property immediately west of tennis courts on 7th, to be used by the School District for parking of buses and driver training cars.

Junior High School

1. Gymnasiums, playgrounds and physical fitness rooms may be used by the City at times set by mutual agreement.

JULY 11, 1968

2. An ice pond may be maintained by the City on the Clair E. Gale grounds on the west side of Royal Avenue and other locations by mutual agreement.
3. O. E. Bell may use Poitevin Park for physical education classes and by athletic teams.
4. Central Junior High may use Central Park for physical education classes and by athletic teams, also the City Recreation Building on Memorial Drive for its basketball games at a time mutually agreed upon.

Specific Agreements - Junior High Schools

5. The cars of A. E. C. personnel that are parked on the swimming pool parking lot during the school term may be parked in the O. E. Bell parking lot during the summer months.

Elementary Schools

1. The playground areas may be used by the City at a time set by mutual agreement. No fences that will interfere with the cars of the grounds are to be placed on the school grounds.
2. The restrooms may be made available when activities sponsored by the City under a responsible supervisor make it desirable. These facilities are to be kept locked at all other times.

This agreement may be modified by mutual agreement of School District No. 91 Board of Trustees and Council of City of Idaho Falls, to add or delete properties, facilities, services, uses, conditions or costs. It is further understood that only the terms and conditions set forth herein are binding on both parties. The Chairman of the Board of Trustees, or the Mayor, may

notify the other at any time, preferable by letter, of need to modify this agreement. Both parties will try to resolve such requests promptly.

This agreement will remain in effect until either party notifies the other in writing of its desire to terminate the agreement. Such notice is to be given six months prior to the effective date of termination.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement pursuant to proper authority the day and year first above written.

City of Idaho Falls
Municipal Corporation
By: _____
MAYOR

ATTEST: _____
CITY CLERK

JULY 11, 1968

School District No. 91
Bonneville County, State
of Idaho
By: _____
Chairman
Board of Trustees

ATTEST: _____
CLERK

It was moved by Councilman Freeman, seconded by Erickson, that the Mayor be authorized to sign the agreement on behalf of the City and the Controller be directed to investigate the need, if any, for a rider on the City's liability insurance to insure adequate coverage. Roll call as follows: Ayes, 6; No, none; carried.

Finally, Councilman Freeman reported that he and Parks & Recreation Director Craner are meeting with the State Parks Board in McCall, Idaho on August 8th, 1968, primarily for the purpose of requesting additional State Park Funds for the development of Eagle Rock Park, necessitated by increased labor and material costs since the original request approximately three years ago. Freeman explained that the chance are bleak for the Snake River area adjacent to the downtown area being designated as a State Park. Therefore, continued Freeman, a secondary purpose in meeting with the board would be to determine the feasibility of said area being considered as an extension to Eagle Rock Park under the same participating State Park Program. Freeman said he intended to include in his presentation the proposed construction of a pedestrian foot bridge across the fore bay area with the understanding that the City would not participate in its cost. Instead, Freeman explained he would ask that the City be named as agent for the Downtown Merchant's Association who has agreed to be responsible for those funds necessary for local participation. It was moved by Councilman Freeman, seconded by Erickson, that authorization be granted for Councilman Freeman to appear before the State Parks Board at the place and on the date as stated for the mission as described. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Parish presented the following letter from Mr. and Mrs. John M. Nichols, 1290 Bannock Avenue:

City of Idaho Falls Council
Attn: Mr. Mel Erickson

Dear Mr. Erickson:

Sometime ago we talked to you of this subject matter. A year ago we made an agreement with Mr. Howard P. Price and received the quit claim deed for: 7454 sq. feet of a vacant lot on Anderson Street, north of Block 28, Highland Park Addition. We were to pay taxes and assessments that were delinquent of some seven years. However, we don't feel that we should have to pay the interest that has built up for these seven years, which amounts to close to five hundred dollars. It wasn't our fault that they have become delinquent. We have the price of the approximate thirteen hundred dollars (\$1300.00) for the value of the assessments

JULY 11, 1968

themselves. We would like this matter brought before the Council with the advise of Mrs. Zelda Houchens.

Sincerely yours,
s/ Mr. & Mrs. John Nichols

Accompanying the foregoing letter was this memo from the City Treasurer:

City Hall
July 10, 1968

TO: Mayor and City Council
FROM: Zelda Houchens, City Treasurer
SUBJECT: 7454 SQUARE FEET VACATED ANDERSON STREET

Concerning the attached letter from Mr. John Nichols: it would be my suggestion the City accept the amount of the delinquent assessments, less the accrued interest. All of the bonds on this Local Improvement District had been paid in December 1967. The money the City had into this property would be \$1,330.24, which I understood Mr. Nichols is willing to pay.

If this is the desire of the Council, I would appreciate your advising of your approval, after which I will notify Mr. Nichols.

Thank you,
s/ Zelda Houchens

It was moved by Councilman Parish, seconded by Freeman, that \$1330.00 be accepted for the property in question and the City Treasurer be authorized to arrange for full settlement on this basis. Roll call as follows: Ayes, 6; No, none; carried.

There being no further business, it was moved by Councilman Freeman, seconded by Parish, that the meeting adjourn at 9:20 P.M., carried.

ATTEST: s/ Roy C. Barnes
CITY CLERK

s/ S. Eddie Pedersen
MAYOR
