

FEBRUARY 23, 1968

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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 Friday, the 23<sup>rd</sup> day of February, 1968, at the hour of 7:30 o'clock 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; Councilmen Jim Freeman, Gordon Nelson, Melvin Erickson, Jack Wood, and Councilwoman Lyn Smith. Absent: Councilman Dale Parish. Also present: Roy C. Barnes, City Clerk; Arthur Smith, City Attorney; Rod Gilchrist, City Planner; Don Lloyd, Public Works Director; LaWayne Chapman, Personnel Director; Peter Hill, Airport Manager.

Minutes of the last recessed regular meeting, held February 8<sup>th</sup>, 1968 and a reconvened session, held February 13, 1968, of a public hearing to hear protests against the creation of Local Improvement District #37, were read and approved.

The Mayor announced that this was the time and the place for a public hearing, as advertised, to consider the issuance of a conditional use permit for the construction and operation of a storm sewer lift station on the following legally described property, formerly owned by Joseph White:

Beginning at a point that is S 89°28'18" E 1645.33 feet and N 0°13'42" W 690.00 feet from the Southwest corner Section 20, T.2N., R.38, E.B.M. and running thence N 0°13'42" W 175.08 feet to the Idaho Canal right-of-way; thence S 89°28'18" E 245.57 feet along said Idaho Canal right-of-way; thence S 0°31'42" W 234.86 feet; thence N 66°58'18" W 76.62 feet; thence to the left along a 400 foot radius curve 157.08 feet; said point also being N 66°58'18" W 79.56 feet and N 89°28'18" W 79.56 feet from the beginning containing 1.09 acres.

It was noted that the Building Official had received a petition with 13 signers, all property owners within 200 feet of the real property in question, giving their consent to the request for a conditional use permit as stated. There were no protests from the floor of the Council Chambers. It was moved by Councilman Wood, seconded by Councilwoman Smith, that the Building Official be authorized to grant a conditional use permit on the property and for the purpose as described. Roll call as follows: Ayes, 5; No, none; carried.

The Mayor called two retiring employees, Willard Hitchcock and Dellis Spencer, to the Council Table, noting that Mr. Hitchcock had completed 15 ½ years of service with the City, nine of which were with the Street Department and 6 ½ years with the City Garage and that Mr. Spencer had completed 19 ½ years with the Cemetery Department. The Mayor congratulated these men for their long years of dedicated service with the City, wished them well during their years of retirement and presented each of them with wallets. They then received congratulations from the City Officials around the Council Table.

Mr. and Mrs. George Balmforth, Sunnyside Road, appeared before the Council. Mr. Balmforth explained that he and his wife were contemplating the construction of a wedding and reception center within the City, specific location yet to be determined, and asked whether or not this could be done in an R-3A zone. Councilman Wood reported that this question had been posed to the Council

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Committee this day and that the R-3A section of the Zoning Ordinance is not specific in this regard. Mr. Balmforth said time was not of the essence in this regard. Therefore, it was moved by Councilwoman Smith, seconded by Wood, that this be referred to the appropriate Council Committee for further study and recommendation. Roll call as follows: Ayes, 5; No, none; carried.

License applications for GROCERY STORE, Wilma Voge for Wilma's Natural Foods, Ralph Cowham for Safeway Stores #365, Wayne Palmer for Cook's Super Market, Bert H. Armstrong for Buttrey's Food, John S. Gamble for Gambles Find Foods, Owen B. Wallace for Wallace Drive In Dairy; RESTAURANT, Ray's In and Out, Danny Hong for Lantern Café, Jack W. Carey for Pay N Save Drug, W. L. Attebery for Pizza Prince, Leonard Messmer for Leonard's Lounge & Dining, Evan W. Cropper for North Hiway Café, Merrill Ingelstrom for Ford's Bar, Stephen Kummert for F. W. Woolworth, Ray Hudson for Hudson's Café, Willard R. Wood for Westbank Coffee Shop & Lounge, Millard Divine for Broadway Café, Gary Paxman for Paxman's Drive In, T. P. Grimmett for Rays' In & Out, D. W. Mauder for Doug's Dairyland Kitchen, Henry C. Danner for L.D.S. Temple; FOUNTAIN, Leslie Drug, Skyline Drug, Mel Johnson Drug, Don Wilson Drug; CONFECTIONARY STORE, Karmelkorn Shop; DAIRY, Pleasant Valley Milk Farm; SUNDAY MOTION PICTURES, Falls Theatre, Rio Theatre; PAWN BROKER, Buky's Village, Broadway Jewelers, Leymaster Jewelry; JUNK DEALER, McCarty's Inc., for South Highway; POOL ROOM, Merrill Ingelstrom for Ford's Bar; SECOND HAND STORE, Park Avenue Furniture, Eagle Rock Street, Trading Post; PHOTOGRAPHY, Perk's Photo Service, Lisle Ramsey Portraits, Photography by Larsen; HOTEL, Hotel Idaho, Bonneville Hotel, Edie Hotel; MOTEL, Falls View Motel, Holiday Inn Productions of Idaho, Flamingo Motel; ROOMING HOUSE, Frank Lindholm for Eagle Rock Rooms; DANCE HALL, Willard R. Wood for Westbank Lounge; JOURNEYMAN ELECTRICIAN, Robert Wetherbee; APPRENTICE ELECTRICIAN, Roger F. Murri with Loc Electric; CLASS C JOURNEYMAN, GAS FITTING & WET HEAT, Earl J. Carter; JOURNEYMAN PLUMBER, Earl J. Carter, Lynn Andrew; CLASS C APPRENTICE GAS FITTING & WET HEAT, Earl J. Carter; JOURNEYMAN PLUMBER, Everett S. Hurst, Thomas Ival Anderson with Yellow Cab; BARTENDER, James W. Thurman; LIQUOR, Elmer Elg for Mint Bar, Roger B. Hougen for Flamingo, George McKessick for New Grand Bar were presented. It was moved by Councilman Erickson, seconded by Nelson, 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.

This damage claim was presented and read:

St. Clair, St. Clair & Hiller  
February 13, 1968

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

RE: CLAIM FOR INJURY PAULINE STIRLING AND LEAH BULLOCK

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This letter is written to formally place the City of Idaho Falls on notice that a claim for personal injuries and property damage is being made by the above noted Pauline Stirling, P.O. Box 768, Blackfoot, Idaho, and Leah Bullock, P.O. Box 768, Blackfoot, Idaho.

The above claimants received personal injuries and property damage on January 20, 1968, by reason of the City's careless, neglectful and negligent failure to reasonably, properly and adequately post traffic signs or other signals and devices which would warn or otherwise advise drivers as to the abrupt , narrowing of that certain road or street within the City of Idaho Falls, commonly referred to as North Holmes Avenue, which road or street narrows prior to its intersection with the railroad tracks. This area is generally described as near the County Club Shopping Center.

Damages are claimed for the said Pauline Stirling in the sum of \$25,000.00 and damages are claimed for Leah Bullock in the sum of \$50,000.00. You are hereby requested to present these claims to the City, and I request that our office be advised as to whether or not payment will be made by the City.

Yours very truly,  
s/ M. B. Hiller  
St. Clair, St. Clair, & Hiller

The City Clerk noted that, on February 15<sup>th</sup>, he had, in the interests of time, forwarded a copy of this claim to the City Insurance Adjustor and the City Attorney. It was moved by Councilman Freeman, seconded by Councilwoman Smith, that this action be duly ratified. Roll call as follows: Ayes, 5; No, none; carried.

From the Building Official came this memo:

City of Idaho Falls  
February 23, 1968

TO: Honorable Mayor and City Council

For some time the Board of Adjustment has been operating with one less than the required members. The staff has been attempting to find a replacement for Grover Bennett's un-expired term.

We feel a suitable replacement has been found. I would like to recommend Mr. Glen Westergard to fill the vacancy on the Board of Adjustment. Mr. Westergard represents the contracting profession, and at this time there is no representative of their group on the Board.

The vacant un-expired term expires March 10, 1971.

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Yours truly,  
Ray Browning

The Mayor proceeded to make the appointment accordingly. It was moved by Councilman Wood, seconded by Smith, that this appointment be confirmed. Roll call as follows: Ayes, 5; No, none; carried.

From the Building Official came this memo:

February 21, 1968

TO: The Mayor and City Council

Since the permitted uses in the R-3A zone does not specifically list the occupancy required by the Computer Center, we are asking for a ruling by the Council as provided for in Section 7-7-2, Paragraph 9 of Ordinance #1115.

The following uses shall be permitted in the R-3A zone:

1. Any use permitted in the RP, RP-A, R-1, R-2, R-2A and R-3 residence zones.
2. Off-street parking lots.
3. Office buildings for professional persons, such as doctors, dentists, accountants, attorneys, architects.
4. Motels.
5. Clinics and hospitals for the treatment of humans.
6. Mortuaries, funeral parlors, subject to approval of Board of Adjustment.
7. Non-flashing signs advertising the services performed within the building, and signs designating the name of the building, provided such signs shall be attached to and placed flat against the wall of the building, and provided no part of such sign shall extend more than two (2) feet from the building wall.
8. Directional signs not to exceed two (2) square feet, also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight (8) square feet, and shall not be constructed to a height greater than four (4) feet.
9. Other uses which have been ruled by the City Council to be similar to the uses hereinabove listed.

Respectfully submitted,  
s/ Ray Browning  
Building Official

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It was noted that this question was first presented to the Planning Commission and that group referred it to the Council for clarification. It was noted further, that the specific location of the proposed Computer Center is yet to be determined. The purpose of the memo was to seek Council interpretation in advance, so that, regardless of location, assuming it will be located in an R-3A zone or lower, the Building Official, at the appropriate time, will be in a position to or not to issue a building permit. Councilman Wood said the Building Committee is of the opinion that such an operation would qualify as an office or professional building and would therefore, be permitted in an R-3A zone. It was moved by Councilman Wood, seconded by Smith, that the Computer Center for which the ruling is requested is, as a matter of fact, a use so similar to the specific uses listed for an R-3A zone under Ordinance #1115; being a facility primarily employing professional skills, that said center be and is hereby declared to be lawful in such zone. Roll call as follows: Ayes, 5; No, none; carried.

The City Council, having heard and considered protests against the creation of Local Improvement District No. 37 at its meeting on the 18<sup>th</sup> day of January, 1968, and having taken the protests under advisement until this time, now, on motion of Councilman Nelson, seconded by Wood, the following resolution was adopted by the unanimous vote of the Council and Mayor:

**(Resolution No. 1968-01)**

“RESOLVED: THAT THE ACTUAL VALUE OF THE REAL PROPERTY INCLUDED IN THE PROPOSED LOCAL IMPROVEMENT DISTRICT NO. 37 IS \$4,680,000.00; THAT THE ACTUAL VALUE OF THE REAL PROPERTY INCLUDED IN SAID DISTRICT, EXCLUSIVE OF THE IMPROVEMENTS THEREON, IS \$700,660.00; THAT SEVERAL PROTESTS AGAINST THE PROPOSED WORK AND PORTIONS THEREOF HAVE BEEN MADE IN WRITING BY PROPERTY OWNERS AND FILED WITH THE CITY COUNCIL; THAT EACH AND ALL OF SAID PROTESTS HAVE BEEN CAREFULLY CONSIDERED; THAT THE ORGANIZATION OF THE DISTRICT IS PROPER AND WILL BE FOR THE BEST INTEREST OF THE PROPERTY AFFECTED AND THE CITY OF IDAHO FALLS, IDAHO; THAT THERE IS REASONABLE PROBABILITY THAT THE OBLIGATIONS OF SUCH DISTRICT WILL BE PAID; THAT THE RESOLUTION OF INTENTION PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON DECEMBER 28, 1967, SHALL BE, AND THE SAME HEREBY IS MODIFIED BY REDUCING THE COST AND EXPENSE OF SAID DISTRICT AND THE IMPROVEMENTS TO BE MADE THEREUNDER FROM \$125,000.00 TO \$117,300.00, OF WHICH SUM OF \$117,300.00, \$22,700.00 SHALL BE PAID BY THE CITY OF IDAHO FALLS; THAT OTHERWISE AND AS TO ALL OTHER MATTERS AND THINGS, SAID RESOLUTION IS HEREBY RATIFIED AND APPROVED.”

ATTEST: s/ Roy C. Barnes  
CITY CLERK

s/ S. Eddie Pedersen  
MAYOR

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Councilman Wood presented the following:

January 16, 1968

TO: Jack A. Wood, Jr. - Chairman, Airport Committee  
FROM: Director of Aviation  
SUBJECT: TANK FARM ENLARGEMENT

Texaco, Inc. desires to install an additional 15,000 gallon aviation jet fuel tank in the City assigned tank farm area at Fanning Field. This will increase our aviation fuel storage in this area to 39,000 gallons, and is believed necessary to keep pace with demand.

Specifications and drawings are available in this office. They have been reviewed by the writer and are believed satisfactory to our requirements. As you may know, this tank farm area is an assigned area for fuel storage, with no direct pecuniary benefit to the City.

At the next City Council Meeting I recommend approval of this addition to the present fuel storage.

s/ H. P. Hill

It was moved by Councilman Wood, seconded by Smith, that the gasoline storage addition be approved as recommended. Roll call as follows: Ayes, 5; No, none; carried.

A Declaration of Lease Restrictions and Covenants for the Airport Industrial Park at Fanning Field was submitted by Councilman Wood, as follows:

**DECLARATION OF LEASE RESTRICTIONS AND COVENANTS, AIRPORT INDUSTRIAL PARK, FANNING FIELD, IDAHO FALLS, IDAHO**

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by the CITY OF IDAHO FALLS, a municipal corporation, of the State of Idaho, hereinafter called "CITY",

**WITNESSETH**

WHEREAS, City is the owner of the Idaho Falls Municipal Airport, known as "Fanning Field", located in the City of Idaho Falls, State of Idaho, hereinafter referred to as "Airport", and

WHEREAS, the City has established certain policies and plans for the development of said Airport, and the area owned by the City immediately adjacent thereto, and

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WHEREAS, the City has included therein certain parcels of land for the establishment of a desirable industrial and business environment for manufacturing, business or industrial uses, to be commonly known as the Airport Industrial Park, and

WHEREAS, the City desires to subject the development and use of said Airport Industrial Park to certain conditions, restriction and covenants in order to insure a desirable environment for said activities, and to insure that said development will be compatible with adjacent uses on the Airport by performance, appearance and general operating characteristics:

NOW THEREFORE, the City of Idaho Falls hereby declares that any lease of property situated in the said Airport Industrial Park area shall be subject to the conditions, restrictions, and covenants hereinafter set forth, each and all of which are for the benefit of the general public, the City, and each tenant of any portion of said property, and each and all of which shall apply to and bind the respective successors in interest of said property and any portion thereof, as follows:

**ARTICLE I**  
**PROPERTY**

The real property subject to this Declaration is situated adjacent to the Idaho Falls Municipal Airport, known as Fanning Field, on the southeast boundary of said Airport area, in the City of Idaho Falls, Bonneville County, State of Idaho, and is particularly described as follows:

Beginning at the northwest corner of Section 13, Township 2 North, Range 37, E.B.M., and running thence South 89°48'43" East 685.65 feet, thence North 1°50'17" West 1765.77 feet; thence South, 88°21'43" East 110.51 feet; thence, North 1°17'59" East 183.06 feet; thence, North 89°35'46" East 444 feet, more or less, to the West right-of-way line of Interstate No. 15; thence, Southerly along the West right-of-way line of Interstate No. 15 to a point that is South 89°48'43" East 1503.40 feet from the Northwest Corner of Section 13, Township 2 North, Range 37, E.B.M., thence South 5°56'46" East 659.44 feet; thence south 4°09'58" 669.58 feet; thence, North 89°25'45" West 1619.05 feet, leaving the East right-of-way line of Interstate No. 15 to a point on the West line of Section 13, Township 2 North, Range 37, E.B.M., thence North 0°03'37" West 1312.52 feet along the West Section line to the point of beginning, containing 77 acres, more or less.

The minimum size of a building site or lot within the Idaho Falls Airport Industrial Park shall be one (1) acre and the maximum size shall be ten (10) acres. No subdivision of original parcels shall be permitted without the written approval of the City of Idaho Falls.

ARTICLE II  
DEFINITIONS

Wherever used, the following terms shall have the following meanings:

- A. City-City of Idaho Falls, Idaho, its duly elected Council or any duly constituted agent and/or committee appointed through said Council.
- B. Accessory Building - A subordinate building, the use of which is incidental to that of the main building.
- C. Accessory Use - A related use which is incidental to the prescribed and permissible use.
- D. Building - Any structure built for the support, shelter or enclosure of persons, animals, chattels, or property of any kind.
- E. Building, Height - the vertical distance from the grade to the highest point of the building.
- F. Building Site - Any lot, or portion thereof, or two or more contiguous lots or portions thereof, or a parcel of land upon which a building or buildings may be erected in conformance with the requirements of these covenants.
- G. Grade - The average of the finished ground level at the center of exterior walls of a building.
- H. Grantor or Lessor - The City of Idaho Falls, its successors and assigns.
- I. Improvements - All buildings, accessory buildings, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structure of any type or kind located above ground.
- J. Parking Space - Space within a building or parking area, exclusive of driveways, ramps, columns, office and working area, for the parking of a motor vehicle, not less than twenty feet in length and not less than 10 feet in width.
- K. Setback - The shortest distance between the property line and the foundation, wall or main frame of the building.
- L. Yard, Front - The minimum horizontal distance between the Street line and the front line of the building or any projection thereof excluding steps. On corner lot, the front yard be applied to either street.
- M. Yard, Side - A yard between the building and the side line of the lot and extending from the street line to the rear of the lot.
- N. In all matters concerning use of the premises, reference shall be had to definitions set forth in the zoning ordinances and other ordinances of the City of Idaho Falls, if not specified herein.

ARTICLE III  
PERFORMANCE STANDARDS

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No land or structure shall be used or occupied in any manner so as to create any dangerous, injurious, noxious or otherwise objectionable conditions which may affect any other property including, but not limited to the following: Fire and explosive hazard; noise, vibration, or shock; smoke, dust, odor or other forms of air pollution; heat; glare; electrical or other disturbances; liquids or solid refuse or wastes; and other substances, conditions, or elements in such amount as to affect the surrounding area or adjoining premises.

A. FIRE AND EXPLOSIVE HAZARD. No activity shall be undertaken involving fire or explosives hazard which shall endanger the property, improvements, or employees or any other property owner or tenant.

B. NOISE At no point on any property line shall the sound pressure level of any individual plant or operation (other than the operation of motor vehicles, aircraft, or other transportation facilities) exceed the decibel levels in the designated octave bands shown below:

Octave Band Cycles Per Second	Maximum Permitted Sound Level In decibels <u>RE: 0.0002 dynes/cm<sup>2</sup></u>
0 - 300	75
300 - 1200	55
1200 - 4800	45
4800 - and above	40

C. VIBRATION OR SHOCK. No vibration or shock perceptible to a person of normal sensibilities shall be permitted within 50 feet of the property line.

D. AIR POLLUTION.

- (1) Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant, shall be conducted within a completely enclosed building.
- (2) Visible emission of smoke will not be permitted which exceed Ringlemann No. 1 on Ringlemann Chart of the U.S. Bureau of Mines other than the exhausts emitted by motor vehicles or other transportation facilities. This requirement shall also be applicable to the disposal of trash and waste materials. Windborne dust, sprays, and mists originating in plants will not be permitted.
- (3) No plant or operation shall discharge into the atmosphere toxic or noxious matter.

- (4) The emission of odors which are detectable at any point beyond the property line of any plant will not be permitted.

E. DUST CONTROL. All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil or other comparable dust-free surfacing, including gravel, subject to City approval; shall be maintained in good condition, free of weeds, dust, trash and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy, unless otherwise provided in any lease agreement.

F. HEAT OR GLARE Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be discernible from the property line.

G. ILLUMINATION

- (1) Standard interior lighting fixtures shall be used within buildings to prevent excess lighting being visible at the property line.
- (2) Maximum height of any lighting standard shall be limited to 30 feet above curb level.
- (3) The intensity of illumination shall be limited to 10-foot candles or 0.1 lumens per square foot for open areas or surfaces visible at the property line.
- (4) The design and location of exterior lighting shall comply in all respects to the requirements of the federal Aviation Agency or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type and placement of lighting standards as they may affect the safety of flight operations into, from and around the Airport.

H. SIGNS The following regulations shall apply to all signs displayed for observation from outside a building whether displayed on, near or within a building:

- (1) Permitted Signs: Sign shall be limited to those identifying the uses conducted on the site, to those necessary for directional purposes, and to those required to advertise the rental of the specific property on which the sign is displayed. The size, design, and location of all signs shall require the written approval of the City or its authorized agent prior to installation. Outdoor advertising, billboards of flashing lighting shall not be permitted.

- (2) Area and Locations: One sign may be permitted on the front setback lines of each leasehold and one sign may be attached to the side of the building which faces a public street, both to state only the name, products and services of the tenant. The sign on the front setback line shall not exceed 150 square feet in area, and shall not extend more than ten feet in height above the floor line of the building. An approved product or company symbol or device may be used in addition to each sign and, on the front setback line, may extend up to any point on the building. Any such symbol or device shall be considered a sign for the purpose of this Article and shall require the written approval of the City prior to installation.
- (3) Construction: All signs shall comply with all building codes of the City of Idaho Falls, and with all rules and regulations of the Federal Aviation Agency or any successor agencies.

I. REFUSE AND TRASH. No refuse or trash shall be kept, stored or allowed to accumulate on any parcel.

J. SEWAGE DISPOSAL SYSTEMS. No cesspool, septic tank or other sewage disposal system or device shall be installed, maintained or used upon any parcel without the approval of the City of Idaho Falls.

**ARTICLE IV**  
**DEVELOPMENT OF SITE - REQUIRED IMPROVEMENTS**

A. OFF STREET PARKING. All provisions for automobile parking for employees, visitors, and invitees of the tenant shall be placed on the lot (s) leased. No parking whatsoever shall be permitted on the streets.

All parking facilities shall be provided in accordance with the City of Idaho Falls Zoning Ordinances, Section 4-23 of Ordinance #1115, and any amendments or successor ordinances thereto.

B. VEHICLE LOADING. All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the lot (s) leased; on street vehicles loading shall not be permitted. Vehicles loading shall be permitted only at the rear of the buildings, or on a side. Vehicle loading shall conform to Section 4-23, Idaho Falls Ordinance #1115.

C. SETBACKS. All buildings shall be set back a minimum of thirty feet on front yards, ten feet on side yards, and fifteen feet on rear yards.

A maximum of 60% of total ground area can be covered by the buildings.

The exterior storage of bulk commodities shall be confined to the rear of the lot of building site, on corner lots, and shall be screened in a manner approved by the City.

D. LANDSCAPING. A reasonable amount of landscaping, including the planting of ground-covers, shrubs, and trees, shall be required.

Setback areas shall be landscaped in the area between the lot lines and the set-back. In addition, paving or landscaping shall extend from the property line to the curb, such paving or landscaping to be compatible with treatment for this area on other lots on the same block. A landscaped strip of lawn, or shrubbery and/or trees at least fifteen feet in width shall be provided and maintained along the entire length of any building site bordering a street, except for permitted driveways. Said landscaping, and screening where required, shall conform to Section 4-24 of Ordinance #1115 of the City of Idaho Falls.

All trees shall be limited to a height of 35 feet above the curb line.

Tenants are encouraged to expand landscape development plans to include such elements as pools, fountains, sculpture, rock arrangements, sheltered outdoor seating areas, all subject to design approval, before installation by the City.

E. BUILDING HEIGHTS. Building heights shall be limited to a maximum of thirty-five above the curb line, including any building equipment, penthouse, extrusions, etc.

F. SITE COVERAGE. All buildings and structures, or portions thereof, placed on the lot (s) shall not cover more than 60% of the total lot area.

G. TYPE OF CONSTRUCTION. All buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood which has been satisfactorily treated to resist fire, rot, and insects. Siding shall be masonry, glass, enameled steel, or treated wood, Common masonry and treated wood siding shall be kept neatly painted, if used.

All buildings shall conform to all local building codes and ordinances.

H. STORAGE FACILITIES. All storage , except the autos, shall be within buildings, an enclosure, or fence.

I. PIPES. No water pipe, gas pipe, sewer pipe or drainage pipe (other than those within structures) shall be installed or maintained upon any parcel above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

ARTICLE V  
PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENTS

A. GENERAL. All plans for improvements shall require a prior written approval by the City or its authorized agent before any construction can take place.

The following plans shall be required for submission to the City within the time period determined:

- (1) A plot plan at a scale not smaller than one inch equals 100 feet showing the relationship of the proposed improvements to the lot (s) demised and to the improvements on adjacent lots, utilities and access thereto, curbs, walks, driveways, parking areas, etc.
- (2) Floor plans at a scale not smaller than 1/4 inch equals one foot.
- (3) Ground cover plans, including landscaping.
- (4) A true architectural rendering of the proposed buildings, including the proposed exterior color scheme, style, materials, and design and placement of signs.
- (5) Any other plans, specifications, or design features which the City or its authorized agent may deem necessary and request.

B. FORM AND CONTENT OF PLANS. The City may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of its policy with respect to approval or disapproval of architectural styles, details or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the City at any time; and no inclusion in, omission from or amendment of any such rule shall be deemed to bind the City to its approval or disapproval of any matter subject to its approval or to waive the exercise of the City's discretion as to any such matter.

C. CODES AND REGULATIONS. All improvements shall be planned and constructed in accordance with rules and regulations prescribed by the City or its authorized agent; with the laws and ordinances of the City of Idaho Falls; with applicable building codes and in compliance with the rules and regulations of the Federal Aviation Agency or any successor agencies, where applicable.

D. APPROVAL OF PLANS. Approval of plans and specifications shall be at the sole discretion of the City, such approval not to be arbitrarily or unreasonably withheld. If the City or its authorized agent fails to approve or disapprove such plans and specifications within thirty days after submission thereof, this shall serve as authorized approval of said plans and specifications as submitted.

E. PLANS FOR ALTERATIONS IN IMPROVEMENT. All plans for alterations to the leased lot (s), either for the construction of additional facilities or alterations to existing buildings, shall be prepared, submitted and approved as outlined in Paragraph D. above, and shall be subject to the same restrictions as herein provided. This paragraph shall apply only to the exterior or structural changes; alterations to the interior of the buildings shall not be considered unless they affect the performance standards set forth herein.

F. CONSTRUCTION WITHOUT APPROVAL. If any structure shall be altered, erected, placed or maintained upon any parcel other than in accordance with plans and specifications approved by the City, such alterations, erection and maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping plans, as well as architectural plans.

In the event of such construction without approval, the tenant will be considered in default of the lease for such property and the City may terminate the Lease in accordance with the provisions set forth in that document.

G. RIGHT OF ENTRY AND INSPECTION. Any authorized agent of the City may, at any reasonable time and without notice, enter upon and inspect any parcel for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction, or alteration of structures thereon or use of the subject premises are in compliance with the provisions hereof, and of the City regulations and ordinances and State and Federal laws and regulations; and neither the City nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**ARTICLE VI**  
**GENERAL PROVISIONS**

A. CUTTING AND FILLING. The City or any authorized agent thereof may at any time make such cuts and fills upon any parcel or other part of said property and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets in order adjacent to any property and to drain surface waters therefrom; provided, however, that after the principal structure upon a parcel shall have been completed in accordance with approved plans, the rights of the City under this paragraph shall terminate with respect to

such parcel, except that the City shall thereafter have the right to maintain existing streets and drainage structures.

B. HOUSEKEEPING. If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a parcel more than ten days after a request in writing from the City to have them removed, the City or its authorized agent may enter upon any parcel for the purpose of removing same by whatever means it deems necessary. Such entry shall not be deemed a trespass and the City shall not be subject to any liability therefore. The cost of such work shall be borne by the tenant.

C. MAINTENANCE OF LANDSCAPING. If landscaping areas are not maintained in accordance with the standards prescribed by the City and the condition is not corrected within ten days after written notice from the City, the City or its authorized agent shall have the right to enter on any of the lot (s) leased and plant or replant such areas, without being deemed guilty of trespass. The costs therefore, as determined by the City, shall be paid by the tenant.

D. USE PERMITS. Such use and occupancy permits as may be required by the Building Code of the City of Idaho Falls shall be maintained in force at all times by each tenant.

E. AIRPORT RULES AND REGULATIONS. Lessee must conform at all times to the Fanning Field Operational Rules and Regulations, wherever applicable, and to all ordinances of the City as they may apply to the lease or the Lessee, and these Declarations and Regulations as promulgated May 1, 1967, and as amended or superceded from time to time, and all applicable City ordinances.

F. CONFLICT. Any conflict in the within Declaration with any existing City ordinance or City ordinance enacted subsequent hereto shall be resolved in favor of said ordinance.

G. All buildings, leased areas, and privately owned facilities must be maintained in accordance with the pertinent City ordinance, rules and regulations.

H. Access must be provided the City to all buildings for periodic inspection purposes.

I. NON-DISCRIMINATING. Lessee will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part of the Federal Aviation Regulations, and the City shall have the right to take any action the Federal Government may direct to enforce this provision.

J. SUBORDINATION CLAUSE. All leases shall be subordinate to the provision of any existing or future agreements between City and the United States or State of Idaho relative to the operation and maintenance of the Airport, the execution of which has been or will be

required as a condition precedent to the expenditure of funds for the development of the Airport.

K. RIGHT OF FLIGHT. Lessees shall conduct their activity so as to avoid any hazard to aircraft flight over the leased premises, and to cause any structure located thereon to conform to City zoning requirements and Federal Aviation Regulations 77.

L. RIGHT TO USE OF AIRSPACE. Lessee waives the right to use of airspace above the premises where the same is necessary for use by aircraft using the facilities of Fanning Field and lessees waive any and all claims against City, and owners and operators of aircraft for any noise caused by the operation of said aircraft in the vicinity of and over the Airport Industrial Park.

M. AMENDMENTS. The within Declaration is subject to amendment, provided, however, that any such amendment shall not be effective as to rights in being prior to such amendment, except by consent of the lessee.

N. EFFECTIVE DATE. The within Declaration shall be effective upon its passage, and shall be applicable to all leases of areas within the City of Idaho Falls Airport Industrial Park.

PASSED BY the Council this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

APPROVED BY the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTEST: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

The undersigned acknowledges receipt of a copy of the within Declarations; acknowledges that the within Declarations are a part of the lease between the undersigned and City of Idaho Falls to an area within the City Airport Industrial Park; and agrees to comply with the terms and conditions of the within Declaration as a part of said Lease Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
LESSEE

It was noted that this agreement form, as prepared and revised by the Legal Department, had been thoroughly studied, prior to its presentation this night, by the Council. It was moved by Councilman Wood, seconded by Smith, that this be accepted, approved and adopted for its intended use, to be

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signed by all future lessees at the Airport Industrial Park, attached to and made a part of all future leases in this regard. Roll call as follows: Ayes, 5; No, none; carried.

The foregoing having been resolved, Councilman Wood then presented a lease agreement between the City and the first lessee for the Airport Industrial Park, Bonneville Construction Company. It was noted that the lease provided for fifty year tenancy with satisfactory option renewal privileges. It was agreed by the Council that the lessee should be given twelve months to complete construction of the building upon the demised premises. All other routine provision of the lease met with the approval of the lessee and the Council. It was moved by Councilman Wood, seconded by Smith, that the lease be approved and accepted and the Mayor and City Clerk be authorized to sign. 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 8:40 P.M., carried.

ATTEST: S/ Roy C. Barnes  
CITY CLERK

s/ S. Eddie Pedersen  
MAYOR

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