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Pursuant to the publication of an appropriate legal notice, the City Council of the City of Idaho Falls, Idaho met with the Bonneville County Commissioners for a joint public hearing concerning a joint public service project for construction of a bridge crossing the Snake River at West 17th Street extended, the approaches for said bridge and the acquisition of rights-of-way therefore. There were present at said meeting: Mayor S. Eddie Pedersen; Councilwoman Lyn Smith; Councilmen Freeman, Nelson, Parish, Erickson; Commissioners Al Owens, John Burtenshaw, Dean Huntsman. Absent: Councilman Wood. Also present: Roy C. Barnes, City Clerk; Wallace Hansen, County Clerk; Richard Telford, Court Reporter; Arthur Smith, City Attorney; Jack Voshell, County Attorney; Jay Painter, County Engineer; Joe Laird, City Engineer; Don Lloyd, Public Works Director.

Commissioner Owens announced that this was the time and the place for a public hearing as advertised. County Attorney Voshell explained the purpose of the hearing and the proposed method of financing. Mayor Pedersen welcomed approximately 200 citizens who appeared in the District Court Room and spoke briefly relative to the importance of and the community need for the proposed bridge. Councilman Nelson presented a history of the planning program for said bridge, dating back to 1958 and the complete and thorough study made by committees and outside consultants, as well as the Engineering Departments of the City and County. City Engineer Laird then presented, by slide, certain statistics taken from the Urban Transportation Study including the planning area, existing and proposed arterials, the preponderance of North-South arterials over East-West arterials, the existing and future need for a third bridge, based upon traffic count, the need for a bridge at this particular location, also based upon traffic count and, particularly, the new high school, and, finally, a break down of anticipated cost, with and without Federal Aid. The Mayor then made additional comment, explaining that this public hearing was being conducted in compliance with law, preparatory to entering in a Joint Agreement. The Mayor then urged the County to request from the Bureau of Public Roads, through the Idaho Highway Department, that the 17th Street extension be put on the Federal Aid Secondary System. Mr. Arthur Smith, City Attorney, was asked to present the proposed Cooperative Agreement, prepared by the City and County Attorneys, as follows:

COOPERATIVE AGREEMENT
(West 17th Street Extension)

THIS AGREEMENT, made and entered into in duplicate this ____ day of _____, 196___, by and between the CITY OF IDAHO FALLS, IDAHO, 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 mutually agree that it is in the public interest to locate and construct, as a "joint function", West 17th Street Extension (Yellowstone to FAS 6855), which improvement will include connections with local streets at Utah Avenue, Milligan Road

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and Capital Avenue, all as shown on Exhibit "A" attached hereto and made a part hereof; and,

WHEREAS, the parties realize that the acquisition and construction of the improvement will or may require expenditures in more than one fiscal year; and to the extent that the execution of this Agreement will require expenditures in more than one fiscal year, this Agreement shall be construed as an expression of intention to carry out its objects, the parties being mindful of the restrictions imposed upon them by the Statutes and the Constitution of the State of Idaho, but, likewise, being mindful of the need to assign the respective responsibilities of the parties if the project is to be accomplished as a "joint service function";

NOW, THEREFORE, subject to the fiscal restrictions mentioned above, the parties agree, respectively, to assume the responsibilities and obligations of said project as follows:

SECTION I - DEFINITION OF TERMS

(a) Project: Where used in this Agreement, the term "project" shall include the 100 foot roadway right-of-way of the West 17th Street Extension (Yellowstone Highway to FAS 6855), the Snake River Bridge structure, and all necessary connections with intersecting roads and streets, all as shown on said Exhibit "A".

(b) Partial Control of Access: Where used in this Agreement, "partial control of access" shall mean the access to the project shall be limited to not more than two approaches per adjacent individual property and the location of these approaches, shall be designated at the time of acquisition.

(c) Contracting Agency: Where used in this Agreement, "contracting agency" shall mean either the City or County, whichever is designated by mutual consent of the parties. Contracting agency shall construct the 17th Street bridge across the Snake River in accordance with the designs agreed to jointly by the City and County.

SECTION II - THE CITY AGREES TO:

(a) Acquire all the necessary rights-of-way, with partial control of access, for that portion of the project now lying within the corporate limits of the City except the Mel Brown property referred to in Section III (a), and shown on Exhibit "A".

(b) Pay to the County, when requested by the County at or prior to the time of negotiations for rights-of-ways, the City's appraised share of value of the land and

damages for rights-of-way through said Mel Brown property. Right-of-way needed from said parcel of property includes land which is partly within and partly outside the

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limits of the City as shown in Exhibit "A". The City's share of the cost of acquiring said parcel of land shall be determined by multiplying the total damages (total "take" plus total severance damage) by a factor arrived at by dividing the total value of the "take" by the total value of that portion of the "take" which is within the City. In determining what part of the total value of a structure, partly within and partly without the City shall be allocated against the respective parties, the total value shall be divided according to the area structure occupied within and without the City.

(c) Immediately following acquisition of the Mel Brown property, pay to the County the City's share of the cost for land, improvements and damages which, as the result of negotiations or legal action, is in excess of the appraised value referred to in Section II (b) above. Such additional cost shall be apportioned to the County and the City on the basis set forth in said Section II (b), but shall also include court costs and fees paid for the services of the persons not in the regular employ of the County or City.

(d) In the event the County is named the Contracting Agency, pay to the County, prior to the time of advertising for bids to construct the 17th Street bridge across the Snake River, one-half (50%) of the estimated total construction and engineering costs. Immediately following the completion of bridge construction, the final actual costs of engineering (now estimated to be 10% of construction of the bridge) shall be apportioned equally between City and County, and the City shall forthwith pay the balance of its share to the County.

(e) Design and construct that portion of the project east of the Snake River, as shown on Exhibit "A". Roadways are to be constructed to the minimum standards shown on Exhibit "B", appended hereto and made a part hereof.

(f) After the project is finished, assume full responsibility for the maintenance of the Snake River bridge at 17th Street, since the entire bridge structure will be within the corporate limits of the City.

SECTION III - THE COUNTY AGREES TO:

(a) Acquire all the necessary rights-of-way with partial control of access, for that portion of the project now lying outside the corporate limits of the City and that portion lying within the City known as the Mel Brown property, as shown on Exhibit "A".

(b) In negotiating to acquire the Mel Brown property, offer no more than the appraised value for land and damages without the prior consent of the City.

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(c) In the event the City is named the Contracting Agency, pay to the City, prior to the time of advertising for bids to construct the 17th Street bridge across the Snake River, one-half (50%) of the estimated total construction and engineering costs. Immediately following the completion of bridge construction, the final actual costs of engineering (now estimated to be 10% of construction) and the construction of the bridge shall be apportioned equally between the City and County, and the County shall forthwith pay the balance of its share to the City.

(d) Design and construct that portion of the project west of the Snake River as shown on Exhibit "A". Roadways are to be constructed to the minimum standards shown on said Exhibit "B".

SECTION IV

In carrying out the terms of this Agreement, whenever a dispute arises concerning the validity, accuracy or reasonableness of the cost of engineering services furnished by either party in designing and/or constructing the Snake River bridge, either party may submit issue to the Idaho District Engineer, District No. 6, for review, and, in the absence of express or implied fraud, his decision shall determine the matter.

SECTION V

This Agreement shall become effective upon its execution and shall remain in force until amended or terminated by mutual consent.

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 hereunto affixed and these presents to be executed by its Chairman thereunto by Resolution of its Board of County Commissioners fully authorized, the day and year first above written.

ATTEST: _____
CITY CLERK

CITY OF IDAHO FALLS, IDAHO
A Municipal Corporation
By _____
MAYOR

COUNTY OF BONNEVILLE, IDAHO

A Political Sub-division of the State
of Idaho

ATTEST: _____
COUNTY CLERK

By _____
CHAIRMAN OF THE BOARD

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Mr. Jay Painter, County Engineer, spoke briefly concurring with the remarks from the City Engineer and, with respect to the foregoing agreement, said he felt it was fair and equitable and that the County was in a position to finance as outlined.

Commissioner Owens then asked for written or oral testimony or other comment for or against the bridge. Participating from the floor were representatives from several P.T.A.'s, the Chamber of Commerce, School District #91, Skyline High School, the Upper Snake River Valley Dairymen's Association, affected property owners and others. The testimony was too voluminous to appear in this book of minutes. The entire proceedings of the evening including a complete transcript is on file in the office of the County Clerk.

Throughout the testimony, there appeared no opposition to the proposed bridge construction and only nominal opposition to its location, the most controversial issue being the advantages and the disadvantages of placing the street on the Federal Aid Secondary System which the County Commissioners have refused to request.

After testimony was completed, Councilman Parish asked if there was anyone present who opposed construction of the 17th Street bridge, as proposed. There were none who registered objection.

In the absence of further comment from the floor, Commissioner Owens declared the hearing adjourned at 9:50 P.M., carried.

ATTEST: s/ Roy C. Barnes
CITY CLERK

s/ S. Eddie Pedersen
MAYOR
