

JULY 9, 1964

The City Council of the City of Idaho Falls, County of Bonneville, State of Idaho, met in a Regular Meeting on Thursday, the 9th day of July, 1964, 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. There were present at said Meeting: Mayor S. Eddie Pedersen; Councilmen Keller, Leahy, Nelson, Page, Parish, Freeman. Also present: Roy C. Barnes, City Clerk; Ted Pike, City Attorney; Luther Jenkins, City Controller; Don Lloyd, Public Works Director; Robert Pollock, Acting Chief of Police; Ray Browning, Building Official; Pete Hill, Airport Manager.

Minutes of the last Recessed Regular Meeting, held June 25th, 1964, were read and approved.

Mr. Del Larter, representing the insurance firms of Tandy & Wood and Homer-Koster Agency, appeared before the Council and presented this written fire insurance proposal:

Tandy & Wood, Inc.
260 Broadway
Idaho Falls, Idaho
July 9, 1964

The Honorable Mayor and City Councilmen
City of Idaho Falls
Idaho Falls, Idaho

RE: BUILDING AND CONTENTS INSURANCE

Gentlemen:

Since May 25, 1962, we have been carrying insurance on buildings and contents for the City of Idaho Falls with part of the coverage on what the Rating Bureau classified as eligible property to insure under the Public and Institutional Property Insurance Plan; and the ineligible property for this plan has been under another blanket policy. All property has been insured on a Replacement Cost Basis except the electrical headquarters building at Tautphaus Park and this is on an Actual Cash Value basis or a depreciated value basis and certain other properties that we will discuss later were written for a special flat amount of coverage.

We have been working for sometime to improve the property insurance program of the City of Idaho Falls on buildings and contents. As a matter of fact, we wrote the Mayor and City Councilmen on January 27, 1964, advising among other things that we were working on a plan which we felt would be an improvement over the existing insurance.

On March 30, 1964, we issued binders to protect the City against the rate increase that was to become effective in Idaho on April 1, 1964. The binders were written so that we can go back

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and rewrite coverage as of March 30, 1964, and give you the advantage of the rates that were in effect at that time.

We propose and recommend that your coverage be changed to a 100% open end blind blanket from of insurance on all City property, with automatic coverage on all newly acquired property or for increased values due to improvement in buildings and contents. This plan will give you blanket insurance for Fire and Extended Coverage on all property belonging to the City of Idaho Falls wherever located in the State of Idaho. It will do away with the necessity of making quarterly inspection reports that no doubt is taking up considerable time for members of the fire department in preparing these reports. Under the new plan we can give you a five-year protection against a rate increase while under the P.I.P. Plan that has been used the rate is only guaranteed for one year, as it is adjusted annually by the Rating Bureau. Under this new plan if there should be a substantial reduction in fire rates at any time during the policy period you would be given the advantage of this reduction. On the other hand, if there is an increase in rates the policy would not be affected for the five-year term on the amount of insurance written now. This is very important for you to consider as it could mean considerable additional savings to you, if a rate increase is made during the five-year term.

In 1962, we were instructed to specifically exclude the following from the blanket coverage:

1. The two log horse barns adjacent to the former race track at Tautphaus Park.
2. The Highland Community Center building near the ballpark.
3. The log dwelling at the old airport which is occupied by Mr. Pete Hill.

On these we were to carry only salvage value coverage which the Council estimated would be sufficient to clear away debris and so forth should the properties be destroyed or seriously damaged by fire. This provisions applied to the horse barns and the community house. A flat specific amount was agreed upon for the airport dwelling after it was discussed in the Council Meeting that if this dwelling should burn it would not be rebuilt for what the Council agreed would be good and sufficient reason. These properties have been insured for the following amounts:

1. The two horse barns at \$2,500.00 each
2. The Highland Community House at \$5,000.00
3. The airport dwelling at \$5,000.00

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If the present Council feels that these buildings now serve a more useful purpose they may want more specific insurance coverage or even may consider increasing the insurance to the full depreciated or replacement cost values and include them under the blanket form.

Assuming that the Council desires to continue the same amount of specific insurance on the few buildings mentioned we proposed to write a total of \$3,870,000 coverage for all other buildings and contents under a single one-item blanket form for a five-year term, with the premium payable annually. Writing this with a \$1,000 deductible disappearing at \$10,000 would cost \$4,622.31 per year. The deductible mentioned is not a flat \$1,000 deductible per occurrence as you have under the P.I.P Form. On any amount of loss over \$1,000 the company would pay 111% so that the deductible completely disappears on any loss exceeding \$10,000 and you collect 111% of the amount between \$1,000 and \$10,000 for losses falling between those amounts. No deductible is applied against any loss exceeding \$10,000.

Writing full coverage blanket insurance without any deductible and with the same amount of specific insurance on the salvage item coverage, the annual premium would be \$4,841.20. This compares to \$6,555.06 that you paid last year less \$612.30 dividends or a net premium of \$5,942.76. The new rates used include a fifteen percent deviation to guarantee the same net cost as with the fifteen percent dividend plan used previously.

Another feature of our policy that we think is to your advantage is that while it is on a Replacement Cost basis on all but the electrical light department building at Tautphaus Park and the four buildings at specific salvage amounts of coverage, it will not be necessary for you to repair or replace the damaged or destroyed property "on the same premises" in order to collect the replacement cost under your policy.

Since this matter has been pending for some time, we would appreciate your immediate authorization to proceed to rewrite your coverage back to March 30 on the new forms and at the reduced premiums we have outlined. We will be very happy to answer any questions you may have on any phase of the City of Idaho Falls property insurance coverage. We will continue to be alert for other programs that may come up in the future that would be advantageous for the City to adopt on their property insurance coverage, either from a coverage or net cost standpoint.

Respectfully submitted,
s/ A. V. Larter
Tandy and Wood, Inc.

s/ Emmett Gallup
Homer Koster Agency

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There was some general discussion relative to the four older buildings in question as to whether these should be covered at their replacement value, their depreciated value or their salvage value. Councilman Nelson commented to the effect that he had no objection to the insurance being written by these firms for a twelve month period starting April 1, 1964, inasmuch as binders had been issued to that date to protect the City against rate increase, but that, in the future other local insurance representatives should have an opportunity to participate. It was moved by Councilman Parish, seconded by Freeman, that the insurance be written as recommended by these two firms with the understanding that there may be some request for adjustment on the coverage of the four buildings in question. Roll call as follows: Ayes, 6; No, none; carried.

Mr. Roland Beazer, 990 Jefferson Avenue, appeared before the Council and presented this petition with 59 signers, all near-by residents to the property in question at 1008 Jefferson Avenue:

We, the undersigned, as residents and property owners living and owning property in the immediate vicinity of 1008 Jefferson Avenue, Highland Park Addition, do hereby protest the City's action in permitting a very old and extremely unsightly two-story building to be moved onto lots at the above address.

We have invested thousands of dollars in new homes and home improvements in this area. A building of this type is not only unsightly- but it most certainly depreciates all of our property. We therefore respectfully request the City Administration to take whatever action is necessary to have the said building removed.

Mr. Waldo Vest, 1028 Cassia, noted that the house in question is in conflict with the City's building code and asked why this was permitted. Building Official Browning said the owner, Mr. Earl Parks, will not be in conflict if he complies in his remodeling with all that is required under the building permit.

Mrs. Doyle Bingham, 1063 Cassia, appeared and asked why the house was permitted to be moved into this area when permission was denied to have it moved into an area of lesser quality and was answered by the Mayor to the effect that permission was previously denied because the house did not qualify to be moved into a #1 fire zone.

Mrs. Elva Butterworth, 1025 Cassia, appeared and protested the lack of cooperation her neighborhood receives from the City Administration on this and other problems. It was moved by Councilman Nelson, seconded by Keller, that this be referred to the Building Committee for study and recommendation. Roll call as follows: Ayes, 6; No, none; carried. It was noted that the building permit is subject to being revoked if, at any time during renovation, it can be proven that a violation exists.

Mr. Frank Howard, President of the Yellowstone Glove Company, appeared before the Council explaining that a need exists for his company to be annexed into the City. He said they desire to expand their operations and that insurance rates make such plans prohibitive. He said his company would be responsible for constructing water and sewer mains under City supervision. He was requested by the City Engineer to present a plat to that department for their study and recommendation to the Council, complete with utilities, preparatory to the plat being recorded.

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Mr. Lewis Ross, local Civil Defense Director, appeared before the Council and announced that over 200 Government Officials have registered to date for the Civil Defense Decision Makers school to be held in Idaho Falls July 22nd through July 24th, 1964.

Bills for the month of June, having been properly audited by the Fiscal Committee, were presented in caption form:

<u>FUND</u>	<u>GROSS PAYROLL</u>	<u>SERVICES & MATERIALS</u>	<u>TOTAL EXPENDITURES</u>
General Fund	\$95,547.24	\$71,472.97	\$167,020.21
Fire Bonds	20,449.56	6,141.41	26,590.97
Water and Sewer	8,994.08	18,993.08	27,987.16
Electric Light Fund	24,877.60	39,016.51	63,894.11
Recreation Fund	4,333.68	1,280.31	5,613.99
Police Retirement	<u>1,909.49</u>	<u>.00</u>	<u>1,909.49</u>
TOTAL	\$156,111.65	\$136,904.28	\$293,015.93

It was moved by Councilman Page, seconded by Keller, 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 for the month of June were presented and, there being no objection, were ordered placed on file in the office of the City Clerk.

License applications for BARTENDER for Boyd R. Roberts; JUNK DEALER, for Joe Kushmider; CLASS C CONTRACTOR, GS FITTING & WARM AIR HEATING, (previously approved by the Heating Inspector), Richard Weimer for Weimer & Wilcock were presented. It was moved by Councilman Leahy, seconded by Freeman, that these licenses be approved. Roll call as follows: Ayes, 6; No, none; carried.

License applications for RESTAURANT, Robert B. Eddy for Chow Wagon Pizza Kitchen; ITINERANT MERCHANT, Delmar Simpson; CONCESSION, Thomas W. Sautter, were presented. It was moved by Councilman Freeman, seconded by Page, that these licenses be granted subject to the approval of the City Sanitarian. Roll call as follows: Ayes, 6; No, none; carried.

This damage claim was presented and read by the City Clerk:

NOTICE OF CLAIM

TO: CITY OF IDAHO FALLS
Idaho Falls, Idaho

Please take notice that Steve Rhoades of 1954 N. Yellowstone Avenue, Idaho Falls, Idaho, claims damages against the City of Idaho Falls, Idaho, in the sum of One Hundred (\$100.00) Dollars, for damages done to the tie rods, power steering and front end of claimant's

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vehicle, a 1963 Chevy II automobile, with Idaho 1964 license 1B-15478. That said damages occurred by colliding and striking an obstruction in a public way and street located at the intersection of Lindsay Blvd. and an unmarked street leading to Clover Club Co. in the City of Idaho Falls, Idaho. That the surfacing of the street had settled and left a man-hole as an obstruction, by reason of negligent maintenance of the street. That as a result thereof the undersigned, driving the aforesaid automobile on the 12th day of June, 1964, struck the obstruction and damaged his vehicle as above set forth.

That the undersigned does hereby make claim for the reimbursement of the amount of \$100.00 for the damages suffered as stated.

DATED this 3rd day of July, 1964.

s/ Steve C. Rhoades, Jr.

It was moved by Councilman Leahy, seconded by Nelson, that this be referred to the City Insurance Adjustor for investigation and recommendation. Roll call as follows: Ayes, 6; No, none; carried.

Next to be presented by the City Clerk was this damage claim, followed by a claim denial recommendation from the Insurance Adjustor:

July 1, 1964
596 K. Street
Idaho Falls, Idaho

City of Idaho Falls
c/o LeRoy Barnes, City Clerk

Dear Sirs:

On June 18, 1964, at 9:00 A.M. I was traveling north of Rollandet Avenue between 25 and 30 miles per hour when I came upon a ragged break in the pavement about 4 foot long, 2 foot wide and 4 inches deep. I couldn't turn out because of another car traveling south. I went into this and it threw my car off the road going into the fence and steel fence post of the gate of the City Fairgrounds. I struck my head against the windshield, breaking a hole in my scalp. My small son, age 12, received a bad bump on his head. My car was damaged in front \$150.00 to \$175.00 (estimate). I feel this damage should be paid by the City's Insurance. There was no danger sign or warning anywhere near the hole.

Sincerely,
Virginia J. Borg

Safeco, Lifeco General Ins.
258 Broadway
Idaho Falls, Idaho
June 22, 1964

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City of Idaho Falls
Idaho Falls, Idaho

ATTN: Mr. Roy C. Barnes
City Clerk

RE: Our Insured: City of Idaho Falls - BLP 232171
Accident of: 6-18-1964
Claimants: Virginia J. Borg and Steven Borg

Dear Mr. Barnes:

This accident was called immediately to our attention the same day it occurred and the investigation was made while the facts were still fresh. This accident occurred on Rollandet Avenue near the entrance to the zoo. Claimant was traveling north on Rollandet Avenue, hit a large chuck hole, lost control and ran into a steel gate post. Claimant had prior knowledge of this chuck hole in seeing it some distance before impact and also from prior travel on the road.

Because of a severe winter and the recent unfavorable weather conditions for road repairs we feel the City of Idaho Falls is not negligent in the cause of this accident and have no legal responsibility to the Borgs. We would appreciate very much if you would contact the Borgs and deny their claim which they are presenting.

Sincerely yours,
s/ Merlyn D. Colpron
Claims Adjustor - Idaho Falls Field Office
Safeco, Lifeco, General Insurance

It was moved by Councilman Leahy, seconded by Parish, that the claim be denied for the reasons as stated. Roll call as follows: Ayes, 6; No, none; carried.

This letter was then read:

Sharp Anderson & Bush
Attorneys at Law
Memorial & B Streets
Idaho Falls, Idaho
July 6, 1964

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

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Dear Mayor Pedersen:

This letter is written to you in behalf of the Westergard Transfer & Storage Company, and concerns the damage to their property occasioned during the remodeling and draining of the large water tank located near the Westergard property. As you have been informed, the pressure ruptured the entire roof drain system in the Westergard building, creating extensive damage both to the system as well as to the roof.

We are informed that this matter was immediately reported to your office at the time the damage occurred, but due to the severity of the past winter, an extended time was required to determine the exact amount of the damages. We are advised that Mr. Don Hankins of the City Engineering Department, made a full investigation and has a complete record of the situation.

We should like to discuss the possibility of both correcting the condition which caused the damage and discussing the possibility of both recovering compensation for the damage sustained at your convenience.

Very truly yours,
s/ John M. Sharp
Sharp, Anderson & Bush

Attention was drawn to the fact that this claim was presented earlier and denied on the grounds that presentation was made in excess of thirty days subsequent to the alleged damage. It was moved by Councilman Page, seconded by Freeman, that this be referred back to the Insurance Adjustor with a request that the case be reexamined and reconsidered. Roll call as follows: Ayes, 6; No, none; carried.

City of Idaho Falls
Office of Municipal Court
July 8, 1964

The Honorable Mayor and City Council
City Building
Idaho Falls, Idaho

Gentlemen:

By means of this letter, I do hereby request permission to attend the Rocky Mountain Traffic Court Conference to held in Denver, Colorado, from July 20 to July 24, both dates inclusive. This conference was approved in the court's budget.

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It will be necessary that I leave Idaho Falls by air on Sunday, the 19th day of July. I should be back no later than Saturday the 25th day of July.

I further proposed that Mr. Fred Hahn be made acting Judge in my absence. He would have to take care of Court for the week that I would be out of town.

Your careful consideration of this request will be greatly appreciated.

Yours very truly,
s/ W. W. Black
JUDGE

It was moved by Councilman Leahy, seconded by Parish, that the travel request, as stated, be authorized and the Fred Hahn be delegated to substitute as Municipal Judge during the week in question. Roll call as follows: Ayes, 6; No, none; carried.

Four leases were presented in the names of the Hotel Rogers, Hotel Bonneville, the Westbank Motel and the Flamingo Motel, covering airport space for a direct telephone booth. It was moved by Councilman Nelson, seconded by Page, that the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 6; No, none; carried.

This memo from the Purchasing Agent was presented:

City of Idaho Falls
Purchasing Agent
July 8, 1964

Honorable Mayor and Councilmembers:

Evaluation of bids received for one hundred thirty-nine (139) dual voltage distribution transformers and eight (8) single voltage distribution transformers shows RT&E Corporation with a lump sum price of \$34,444.00 low bidder for the dual voltage transformer, and Spokane Transformer Company with a lump sum price of \$1,686.00 low bidder for the single voltage transformers.

These transformers to be used in connection with voltage conversion.

It is the recommendation of the Electric Light Division that the low bid of these bidders be accepted.

This recommendation subject to your approval.

s/ W. J. Skow

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

Presented and read by the City Clerk was the following:

City of Idaho Falls
City Clerk
July 9, 1964

To the Honorable Mayor and City Council
Idaho Falls, Idaho

Gentlemen:

On April 23rd a letter addressed to the City Clerk was presented to the City Council from Starline Equipment Company, recommending that a City employee be schooled in parking meter maintenance. This was referred to the Police Committee who, in turn, conferred with the Electrical Engineer to determine whether or not his department could or should appropriately be responsible for this activity. It is the understanding of the writer that, after due consideration, it was generally agreed that parking meter maintenance continue under the City Clerk's jurisdiction who presently has on employee engaged in parking meter collection and self-schooled maintenance service.

The purpose of this memo, then, is to request from the Council that Kenneth Janes be authorized to receive this training in Boise, Idaho on a date yet to be determined. It is understood that this will require approximately three days, that a City vehicle would be used for transportation and Starline Equipment Company has agreed to stand the cost of lodging and subsistence.

Your consideration on this matter is requested.

Respectfully submitted,
s/ Roy C. Barnes
City Clerk

It was moved by Councilman Leahy, seconded by Keller, that the trip, as described, be authorized and approved but that the service man attend the school in Los Angeles rather than Boise and that travel be by air. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Nelson introduced the following resolution in writing and moved its adoption:

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RESOLUTION (Resolution No. 1964-24)

“WHEREAS, the City Engineer and the Committee on Streets of the City Council have made out an Assessment Roll for Local Improvement District No. 32, according to the provisions of Section 50-2915, Idaho Code and the provisions of Ordinance No. 1102, and have certified the same to the Council as provided by law:

NOW THEREFORE, BE IT RESOLVED:

That Thursday, the 23rd day of July, 1964, at 7:30 o'clock P.M. of said day at the Council Chambers in the City Building in the City of Idaho Falls, Idaho, be, and the same hereby are appointed and fixed as the time and place when and where objections to said Assessment Roll by the property owners in said district shall be heard, and that said Assessment Roll be filed in the office of the City Clerk.”

Councilman Keller seconded the adoption of said Resolution and the same on being put to a vote was unanimously carried by the affirmative vote of all Councilman present.

Councilman Leahy introduced the following resolution in writing and moved its adoption:

RESOLUTION (Resolution No. 1964-25)

“WHEREAS, the City Engineer and the Committee on Streets of the City Council have made out as Assessment Roll for Local Improvement District No. 33, according to the provisions of Section 50-2915, Idaho Code, and the provisions of Ordinance No. 1104, and have certified the same to the Council as provided by law;

NOW THEREFORE, BE IT RESOLVED:

That Thursday, the 6th day of August, 1964, at 7:30 o'clock P.M. of said day at the Council Chambers in the City Building in the City of Idaho Falls, Idaho, be, and the same hereby are appointed and fixed as the time and place when and where objections to said Assessment Roll by the property owners in said District shall be heard, and that said Assessment Roll be filed in the office of the City Clerk.”

The foregoing motion was seconded by Councilman Keller. Roll call as follows: Ayes, 6; No, none; carried.

Several appeals and petitions from the Building Official were presented to wit:

APPEALS:

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Mr. and Mrs. K. P. Kaufman, 434 12th Street, to move a garage to within nine inches of the property line.

Don H. Lindsay, 1111 Bannock, the build a garage to within one foot of the property line.

Mr. J. L. Peterson, 1150 First Street, to build a ready-built tower of steel, set in concrete in back of property.

Mr. George Curtis, 1569 Summit Circle, to build an addition to dwelling to within 20 feet of the front property line.

PETITIONS:

A. M. and Isma Wackerli to rezone from R-1 to R-2 a piece of property on South Boulevard, across from the Sacred Heart Hospital.

Tom Lake and Boyd Emery, to rezone from R-1 to C-Ltd, Lots 27 and 28, Block 54, Highland Park Addition, to construct a parking area for a plumbing and electrical shop.

It was moved by Councilman Page, seconded by Keller, that these be referred to the Board of Adjustment for study and recommendation. Roll call as follows: Ayes, 6; No, none; carried.

The Public Works Director reviewed certain crushed gravel bids opened June 30th and noted that Pickett & Nelson was low bidder in the amount of \$1.13 per cubic yard for a total of \$11,300.00. It was moved by Councilman Keller, seconded by Nelson, that this bid be accepted and the Mayor and City Clerk be authorized to sign the contract documents. Roll call as follows: Ayes, 6; No, none; carried.

Presented by the Public Works Director was Amendment #1 to the Cooperative Agreement between the City and the State covering the Yellowstone widening project. It was noted that this amendment covered the revised plans of traffic operation at Yellowstone and "E" Street. In this connection the following resolution was presented:

R E S O L U T I O N (Resolution No. 1964-26)

WHEREAS, the Department of Highways of the State of Idaho and the City of Idaho Falls entered into a Cooperative Agreement on May 21, 1963, for Federal Aid Projects U-6033(5) and U-6471(11), covering the reconstruction of U. S. Highway 20-26-91-191 within the City of Idaho Falls, Bonneville County, Idaho; and

WHEREAS, the City has requested a change in the project plans to permit traffic operations on E Street to be changed from one-way to two-way; and

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WHEREAS, it is in the public interest to change the aforesaid Agreement by adopting Amendment No. 1.

NOW THEREFORE, BE IT RESOLVED:

1. That Amendment No. 1 to the Cooperative Agreement for Projects U-6033(5) and U-6471(11) is hereby accepted and approved.
2. That the Mayor and City Clerk are hereby authorized to execute Amendment No. 1 on behalf of the City of Idaho Falls.
3. That duly certified copies of this Resolution shall be furnished the Department of Highways and the Bureau of Public Roads.

It was moved by Councilman Freeman, seconded by Keller, that this resolution be adopted and the Mayor and City Clerk be authorized to sign the amended agreement, subject to the approval of the City Attorney as to form. Roll call as follows: Ayes, 6; No, none; carried.

Final plats were presented and studied on Bona Vista Addition, Division #2 and Garfield Estates Addition, Division #1. It was moved by Councilman Keller, seconded by Leahy, that these plats be approved and the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 5; Parish abstained; carried.

It was noted that there are several parcels in need of zoning or rezoning consideration. It was moved by Councilman Leahy, seconded by Freeman, that a zoning hearing be scheduled for July 30th, and that the City Clerk be authorized to publish notice accordingly. Roll call as follows: Ayes, 6; No, none; carried.

The Public Works Director presented a preliminary draft of a resolution which, if adopted, would place the City's sanction on a City Development Plan and authorize the firm of Clark, Coleman, and Rupeiks to assist in the program and to prepare and process the necessary applications to the U. S. Government for a federal grant. It was moved by Councilman Leahy, seconded by Nelson, that this be referred to the City Attorney for approval as to form. Roll call as follows: Ayes, 6; No, none; carried.

This memo from the Public Works Director was read:

City of Idaho Falls
Public Works Division
July 9, 1964

Honorable Mayor and City Council
Idaho Falls, Idaho

Gentlemen:

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We have received a request for participation in Grandview Drive, through John Heights Division No. 4, designated as an arterial street. We have reviewed this request in detail and find that it does not depart from past City policy.

We would recommend participation in only twenty-three (23) feet of paving, however, instead of the requested thirty (30) feet. This 23 feet represents the additional paving width required by the City for the arterial street section.

Participation by the City this fiscal year would not appear possible. The budgeted money for such participation has been expended for improvement of 9th Street and St. Clair Road.

We recommend advising the developer that the money would be budgeted in 1965, enabling City participation next year.

Respectfully submitted,
s/ Ethan F. Axtmann
Planning/ Traffic Engineer

s/ Donald F. Lloyd
Public Works Director
City Engineer

It was moved by Councilman Leahy, seconded by Keller, that participation in the improvement of a portion of Grandview Drive be approved as recommended. Roll call as follows: Ayes, 6; No, none; carried.

This memo was read:

City of Idaho Falls
Public Works Division
July 9, 1964

Honorable Mayor and City Council
City of Idaho Falls
Idaho Falls, Idaho

Subject: East Side Traffic Patterns

Gentlemen:

In order to utilize the forthcoming "A" Street Railroad Crossing, we find it necessary to make certain changes in the traffic pattern between Boulevard and Holmes Avenue.

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We are submitting herewith for your review and approval a map indicating these recommended changes.

We would suggest that these changes be authorized prior to the opening of school since some items will be of material benefit to the school bus operation.

Respectfully submitted,
Public Works Division
Donald F. Lloyd, P.E.
Director
s/ Ethan F. Axtmann
Traffic Engineer

As revealed on an aerial map, the complete comprehensive proposed pattern would direct traffic between Boulevard and Holmes and between First and Seventeenth Streets as follows: Eastbound - 5th, 10th, 13th; Westbound 4th, 9th, 12th; Two way - 2nd, 3rd, 6th, 7th, 8th, 11th, 14th, 15th. This was tabled for study and consideration.

Reference is made to Page 17 in the Book of Minutes and to a memo as presented by the Public Works Director relative to a budget transfer in the Public Works Division from Capital Outlay to Personal Services. It was noted that this had, in the interim period and at an informal meeting been approved by the Council. It was moved by Councilman Page, seconded by Freeman, that this informal action relative to the transfer of \$7,460.00, as described, be duly ratified. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Nelson, assisted by Airport Manager Hill, reported that the City Attorney has recommended condemnation proceedings to acquire right of way for the extension of Foote Drive north of Grandview. It was moved by Councilman Leahy, seconded by Freeman, that the City Attorney be instructed and directed to proceed accordingly. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Nelson then explained that there remains unexpended \$2,329.38 on the original slurry seal coating project at the airport and that by eliminating certain portions which were included in said original contract but which are not in need of coating there would be sufficient funds to coat the taxi ways along side the runways. It was moved by Councilman Nelson, seconded by Keller, that the slurry seal coating contract be extended so that this might be accomplished. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Nelson requested that the Council adopt the 1964 Edition of the Uniform Building Code. It was moved by Councilman Nelson, seconded by Freeman, that the City Attorney be authorized to prepare an adopting ordinance. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Nelson introduced certain proposed revision to Ordinance #1075, as recommended by the Heating and Cooling Board, affecting licensing, apprentices, permits, refrigerants. This was tabled for study and consideration.

Building Official Browning presented certain fire zone changes as recommended by the Board of Adjustments and the Planning Commission, as follows:

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All property between Cliff Street on the south, and "G" Street on the north; Yellowstone Avenue on the east and Memorial Drive on the west, be Fire Zone #1, except 100' east of Memorial Drive from Legion Drive to "G" Street, zoned R-3 - Fire Zone #3.

All other Commercial and Industrial property be Fire Zone #2.

All residential be Fire Zone #3.

It was moved by Councilman Nelson, seconded by Page, that these recommended changes be adopted and the City Attorney be directed to prepare an ordinance accordingly. Roll call as follows: Ayes, 6; No, none; carried.

Councilman Nelson presented a revised draft entitled "Memorandum of Agreement" which, if approved, would serve as an agreement form between the City and an ambulance operator, yet to be selected, as follows:

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered in duplicate this _____ day of _____, 1964, by and between the CITY OF IDAHO FALLS, a Municipal Corporation, hereinafter referred to as "City" and _____, an ambulance operator, having referred to as "Operator",

WITNESSETH

WHEREAS, it is deemed essential to the proper exercise of the police powers of the City, and for the safety and welfare of the inhabitants thereof, that there be an ambulance service operating within the City; and

WHEREAS, it appears impossible to insure that an adequate ambulance service will be operated within the City unless the City bears some part of the cost thereof, and, in consideration thereof obtain compliance with certain minimum general standards of operation,

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties as follows:

1. The operator, his agents, servants and employees, shall not be deemed agents, servants or employees of the City, the details of the operator's ambulance business not being subject to control or direction by the City. The City, however, reserves the right to terminate this agreement, at any time, upon the failure of the operator to render

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within the City a competent, adequate and reasonable ambulance service in conformity with the minimum standards set forth herein.

2. The operator agrees to conduct a general ambulance service within the City of Idaho Falls, during the term hereof, which service shall be on call, and immediately available to serve those calling, twenty-four hours a day.

3. The operator shall have two ambulances available for service at all times, in sound operating condition, and maintained and equipped in compliance with all applicable laws of the State of Idaho.

4. The operator shall, at all times during the term hereof, maintain in full force and effect a policy, or policies of public liability insurance written by a duly licensed insurance company authorized to do business in the State of Idaho insuring the operator and his drivers against loss by reason of the ownership, operation and/or use of the ambulances in an amount not less than FIFTY THOUSAND AND NO/100 (\$5000.00) DOLLARS for injury or death of one person, not less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS for injury or death of more than one person and not less than TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS for property damage per accident; and the operator shall file with the City, and keep on file, a certificate of the insurance company evidencing such insurance.

5. The operator agrees to carry in both ambulances at all times adequate first aid equipment, including among other standard items, resuscitation and plastic airway equipment; and the operator agrees to permit the County physician of Bonneville County, Idaho and/or the City physician of Idaho Falls, Idaho, to inspect said equipment at any time to determine its adequacy; and the operator agrees to furnish and maintain said equipment in compliance with all recommendations made by said physicians.

6. The operator agrees to make available, and to furnish on all calls except those made between the hours of 1:00 A.M. and 8:00 A. M. of each day, an ambulance attendant, in addition to the driver, which attendant shall be qualified in administering first aid; and the operator agrees that a Board of Examiners authorized and appointed for that purpose by the Idaho Falls Medical Society may from time to time examine such attendant and determine whether he, or she, is so qualified; and the decision of said Board shall be determinative of the issue.

It is understood that the furnishing of an attendant, in addition to the driver, shall not be required for those calls made by the second ambulance making a call while the first ambulance is also on call.

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7. The operator agrees to furnish the City on or before the 10th day of each month a full report of the ambulance service rendered by the operator during the previous calendar month; the report shall cover all calls within and without the City and shall include the following data:

- (a) Name or names of patients served.
- (b) Date and time of call.
- (c) Place of pick up or service.
- (d) Distance traveled.
- (e) Destination of patient.
- (f) Charge made for service.
- (g) Person responsible for charge.
- (h) Such other information as the City may from time to time demand.

8. The City agrees, during the life of this agreement, to pay the operator the sum of TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS per month and no more, such payment being in lieu of any pay or allowance that might otherwise be granted or awarded to the operator for any service whatever rendered to, or for, the City.

9. Anything herein to the contrary notwithstanding, it is further understood that this agreement shall not become effective unless, and until the County of Bonneville shall enter into an agreement in writing with the operator providing for supplemental payments to him in amounts substantially equivalent to those set forth herein.

10. This agreement shall be in full force and effect from and after its execution until December 31, 1964, unless sooner cancelled by mutual agreement, for breach by either party, or by either party's giving the other thirty (30) days written notice of intention to cancel. The agreement may be extended for successive one (1) year terms by resolution of the City Council and endorsement of extension hereon by the operator.

Executed by the operator and by the Mayor on behalf of the City of Idaho Falls, hereunto by resolution duly authorized by the City Council, the day and year first above written.

s/ _____
OPERATOR

s/ _____
MAYOR

It was moved by Councilman Nelson, seconded by Page, that this instrument be adopted as to form. Roll call as follows: Ayes, 6; No, none; carried.

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Mr. Harry Hawkins, independent ambulance operator operating without benefit of lease, franchise, or agreement, appeared before the Council and urged that an operator be selected without further delay. He voiced objection to the City's intentions to consider other less qualified operators without experience nor equipment.

Councilman Parish introduced this Resolution:

RESOLUTION (Resolution No. 1964-27)

RESOLVED that, there is hereby created the office of Personnel Officer, and the Mayor, subject to confirmation by the Council, shall appoint a competent person to the office of Personnel Officer, who shall hold office at the will of the Mayor and Council.

It shall be the duty of the Personnel Officer, under the supervision of the Mayor and Council to plan, coordinate and administer the Personnel Program, including implementing the Personnel Policy and personally carrying out, or lending direct assistance in carrying out, those activities; to plan and conduct a recruitment and examining program, and provide advice and assistance to supervisors and operating officials in the employment process; to plan and conduct an in-service placement program and assist supervisors and operating officials in the selection of employees for promotion, reassignment, in-service training and development; to advise and assist supervisors and operating officials in applying basic personnel policies concerning grievances and disciplinary matters; to administer salary administration policies, including the review and verification of job descriptions and analysis for consistency with current functional statements and delegations of authority and for compliance with procedural requirements; endorsement or approval of job evaluations. Evaluation and approval or endorsement of personnel actions, including promotions, reassignments, reductions in force, separations, and those involving disciplinary measures; to administer employee benefit plans such as leave, retirement, social security, group hospitalization plans, and other types of insurance; to process approved personnel actions and maintain pertinent records in a central personnel file.

The Personnel Officer shall receive such compensation as the Mayor and Council may by resolution from time to time determine.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this 9th day of July, 1964.

s/ S. Eddie Pedersen
MAYOR

ATTEST: s/ Roy C. Barnes
CITY CLERK

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It was moved by Councilman Parish, seconded by Leahy, that this resolution be adopted. Roll call as follows: Ayes, 6; No, none; carried.

The foregoing resolution having been adopted, creating the position of Personnel Officer, the Mayor appointed Mr. LaWayne Chapman as Personnel Officer. It was moved by Parish, seconded by Leahy, that this appointment be confirmed. Roll call as follows: Ayes, 6; No, none; carried.

The Mayor then referred to a letter of resignation by Police Chief Milton Jones, prompted by ill health and upon the advice of his physician. The Mayor regretfully accepted this resignation with the acknowledgement of the Council.

The Mayor then appointed Robert Pollock, Acting Chief of Police, to the position of Chief of Police. It was moved by Councilman Leahy, seconded by Freeman, that this appointment be confirmed. Roll call as follows: Ayes, 6; No, none; carried.

This memo from the Controller was presented through Councilman Parish:

CITY OF IDAHO FALLS

MEMORANDUM

July 7, 1964

TO: Mayor S. Eddie Pedersen and Council
FROM: Luther I. Jenkins, Controller
SUBJECT: LEASE – ELLSWORTH BROTHERS

For some five or six years, Ellsworth Brothers, automobile dealers, have occupied a space described briefly as, "Block 8, Dwight Addition, Portions of Lots 1 and 2, lying southeast of Yellowstone Highway and portion of alley lying between Yellowstone and Emerson Street." Ellsworth Brothers have been paying a rental of \$15.00 per month.

No formal lease has ever been issued and this property should be brought under formal lease. I have discussed this with the Ellsworth Brothers Company, and they would like to lease this property under a long-term lease, subject to a reasonable cancellation clause, in case the City should have use for the property in the future, such as the alleyway.

Approval is requested to negotiate a five-year lease with a three-month cancellation clause, subject to renewal.

s/ Luther I. Jenkins

It was moved by Councilman Parish, seconded by Keller, that the City Attorney be directed to prepare a lease as described after which the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 6; No, none; carried.

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At the request of Councilman Keller, Public Works Director Lloyd explained the need for a west side well and that a tentative site had been selected. He said the Engineer's recommendation would be one large well with a 16-inch hole and that drilling would proceed to 480 feet before abandonment. It was moved by Councilman Keller, seconded by Freeman, that negotiations proceed to obtain an option which would be exercised only if the well proved successful, said option, including price, of which would be reflected back to the Council for their consideration. Roll call as follows: Ayes, 6; No, none; carried.

There being no further business, it was moved by Councilman Page, seconded by Leahy, that the meeting adjourn. Carried.

ATTEST: s/ Roy C. Barnes
CITY CLERK

s/ S. Eddie Pedersen
MAYOR
