

DECEMBER 3, 1963

Pursuant to a call by the Mayor, the City Council of the City of Idaho Falls met in Special Session in the Rogers Hotel on the 3rd day of December, 1963, at 1:00 P.M. for the purpose of considering several items of business in need of Council action. There were present at said Meeting: Mayor W. J. O'Bryant; Councilmen Page, Foote, Leahy; Absent: Councilman Creek. Also present: Roy C. Barnes, City Clerk; Vern Kidwell, City Attorney; Don Lloyd, Public Works Director; Harold Davis, Electrical Engineer; S. Eddie Pedersen, Mayor Elect; Gordon Nelson and Jim Freeman, Councilmen Elect.

It was noted that the City, by prior arrangement, had agreed to purchase the following legally described property from the Idaho Concrete Products, Inc., and that the City is, in fact, in possession of said land which is being developed as a trailer rest park and a boat landing:

Beginning at the Southeast corner of Section Twenty-five (25), Township Two (2) North, Range Thirty-seven (37) East of the Boise Meridian; thence North 89° 40' 11" West along the South line of Section Twenty-five (25) 3479.84 feet, to the point of intersection of said South line and the West right of way line of U. S. Highway #191; thence North 29° 16' 34" East along said right of way line 1753.48 feet; thence South 89° 57' 19" West 225 feet to the true point of beginning; and running thence South 29° 16' 34" West 50 feet; thence South 89° 57' 19" West 584 feet more or less to the East bank of the Snake River; thence Northeasterly in a meander course along said river bank 799 feet more or less; thence South 60° 43' 26" East 393 feet more or less; thence South 29° 16' 34" West 109 feet; to the true point of beginning, containing 5.6 acres more or less.

It was further understood that the City had previously sold certain other adjacent land in a like acreage to Idaho Concrete Products at auction. It was moved by Councilman Leahy, seconded by Page, that authorization be granted for the Controller to issue a warrant in the amount of \$25,500.00 to Idaho Concrete Products for this land with the understanding that the City, in turn, is in receipt of the proceeds of the land which they purchased at auction from the City and that the Mayor and City Clerk be authorized to sign the deed accordingly. Roll call as follows: Ayes, 3; No, None; carried.

The following option agreement was presented:

IDAHO CONCRETE PRODUCTS, INC.
P. O. BOX 1141
IDAHO FALLS, IDAHO
18 MARCH 1963

City of Idaho Falls
City Building
Idaho Falls, Idaho
Attention: Honorable W. J. O'Bryant, Mayor

Gentlemen:

In connection with our previous discussions, the City of Idaho Falls has expressed a desire to purchase 2.36 acres of land from us which adjoins North on the property purchased from our Company for water front and recreation area near the Lower Power Reservoir. In our past conversations, it was agreed that the City would pay at the rate of \$4,000.00 per acre for this 2.36 acre tract, which is in line with the price we paid for similar property we recently acquired from the City.

We understand that the purchase price of this 2.36 acre tract is not included in the current year's budget and with that thought in mind we propose the following:

1. Idaho Concrete Products, Inc., agrees to lease for a term of twelve (12) months from date hereof the following described 2.36 acre tract of land to the City of Idaho Falls:

Beginning at the SE corner of Section 25, T2N R 37 E.B.M., Bonneville County, Idaho; thence N 89° 46' 11" W, along the South line of Section 25, 3479.84 feet to the point of intersection of the South line of Section 25 and the West Right-of-way line of U.S. Highway 191; thence N 29° 16' 34" E along said right-of-way line 2003.48 feet to the true point of beginning and running thence S 89° 57; 19" W 225 feet; thence S 29° 16' 34" W 141 feet; thence N 60° 43' 26" W 393 feet, more or less to the East bank of the Snake River; thence Northeasterly along said bank 221 feet more or less; thence S 60° 43' 26" W 9.5 feet; thence N 89° 57' 19" E 207.44 feet, thence to the left along a curve having a 30 feet radius and a central angle of 60° 40' 45", a distance of 31.77 feet, to a point on the West Right-of-way line of the South Yellowstone Highway; thence S 29° 16' 34" W along said Right-of-way line 86.38 feet to the true point of right-of-way line 86.38 feet to the true point of beginning, containing 2.36 acres, more or less.

2. The undersigned also grants and gives to the City of Idaho Falls, Idaho, the option to purchase said hereinabove described tract of land on or before twelve (12) months from date hereof for the sum of \$ (compute on basis of \$4,000.00 per acre).

3. The consideration to be paid to the undersigned by the City for said Lease and option is the sum of \$500.00; which City agrees to pay at the time of the acceptance of this proposal.

4. During the term of the lease and option, City shall be given the privilege of using said above described tract of land in conjunction with the water front, park and playground area that adjoins said tract on the South and City shall also be given the privilege of building

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a roadway upon and across said tract of land for use of ingress and egress into said park and playground area.

5. In the event City does not exercise its said option to purchase said tract of land on or before twelve (12) months date hereof that then and in such event at the end of said twelve (12) months period the City shall surrender and deliver back to the undersigned the said hereinabove described tract of land and to remove any roadway or surfacing which City has placed on said tract of land, at City's own cost and expense, so that said demised premises will be returned to the undersigned in the same condition that the same was in on the date of the entering into of this lease and option agreement.

6. As you know from our previous discussions, some of the above described real property is no doubt riparian land. We are unable to determine from existing surveys just where the meandering line of the river is, but under the law for many years the adjoining property owners had the right to the use and all of the benefits of riparian land and under a recent amendment to the law adjoining property owners are given the privilege of acquiring from the Government at a rather nominal figure the riparian land that abuts and is adjacent to land that has been patented and owned in fee by the property owners. The Lease and option set forth herein are given subject to any claim arising from the difference in the mean high water line of the Snake River and the meander line as shown by the Government survey, and it is also given subject to any of the above described land being classified as riparian land. This same problem exists with reference to all land that lies along the Snake River. The land we recently purchased from the City at option which lies to the North of our plant is involved with the same problem.

7. In the event you exercise the option to purchase the above described real property, you are to receive credit for the \$500.00 that you pay as consideration for the lease and the option agreement.

If the above and foregoing terms and conditions of the lease and option agreement meet with the approval of the City of Idaho Falls, will you kindly execute the confirmation and approval which appears at the bottom of this document on both the original and enclosed copy thereof and then return the enclosed copy, properly executed to the undersigned.

Very truly yours,
Idaho Concrete Products Inc.
s/ Charles E. Ward
President

ATTEST: s/ Glen Peglau
Secretary

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The Mayor and City Council of the City of Idaho Falls, Idaho, have read the above and foregoing communication of lease and option agreement between Idaho Concrete Products, Inc., and the City of Idaho Falls, Idaho, and the City Council of the City of Idaho Falls has by resolution properly adopted, authorized, empowered and instructed its Mayor, W. J. O'Bryant, to execute the approval and acceptance of the terms and conditions of said lease and option agreement, and has instructed the City Clerk to affix the seal of the City of Idaho Falls and to attest to the execution of said instrument.

Dated this 3rd day of December, 1963

(City Seal)
ATTEST: s/ Roy C. Barnes
CITY CLERK

City of Idaho Falls, Idaho
s/ W. J. O'Bryant
MAYOR

It was moved by Councilman Foote, seconded by Page, that the option be executed and the Controller be authorized to issue a warrant in the amount of \$500.00 accordingly. Roll call as follows: Ayes, 3; No, None; carried.

As indicated in the instrument, it was understood that if the option is exercised and the property in question purchased, this option money applies on the purchase price of same.

The Mayor drew attention to the fact that negotiations were proceeding between the City and Utah Power and Light for the establishment of a customer exchange whereby, with few exceptions, their electric customers within the City of Idaho Falls would be exchanged for the City's customers being served outside the City. In this connection the following was presented:

December 2, 1963

Utah Power & Light Company
Salt Lake City, Utah

Gentlemen:

This letter will confirm tentative arrangements made between our representatives in Salt Lake City on November 8, 1963. It is written for the purpose and with the intent of establishing a set of operating rules and agreements that will be followed between the City of Idaho Falls and Utah Power and Light Company, dealing with the transfer of customers and existing facilities of our respective organizations within the affected area.

Section 61-33 (a), Section 61-33 (b), and Section 61-33 (c) of the Idaho Code as adopted by the 1963 Legislature, provides for the extension of Idaho Falls electric service to its residents at the time of annexation, upon the payment of just compensation, including damages to the

remainder of the system, if any, of the public utility previously serving the area annexed. The following points are with the thought in mind of clarifying and explaining the procedures to be followed in the event the City of Idaho Falls should extend its electrical service into newly annexed territories previously served by Utah Power and Light Company.

1. The City of Idaho Falls will in writing designate representatives of the City of Idaho Falls to negotiate and conclude any purchase and exchange involved. Utah Power and Light Company would in turn appoint a representative to whom authority would be delegated to represent Utah Power and Light Company in the Idaho Falls vicinity, to negotiate and conclude any exchange.

2. In the event of any exchange of customers, each party surrendering a customer would keep its transformers and metering equipment.

3. The party taking over the customer would purchase pole, wires, cross arms, insulators, guys and other facilities, excepting transformers and metering equipment.

4. The purchase price of any equipment taken over by the corporation serving the new customer would be adjusted for age and serviceability.

5. The City of Idaho Falls agrees it will furnish a quantity and information to Utah Power and Light as to apparent age of poles and other equipment and Utah Power and Light agrees it will, from its accounting records, furnish comparable data as to costs and depreciation schedules.

6. In the event the representatives of the two corporations are unable to agree upon cost or transfer, each party to this agreement would appoint an arbitrator and the two so designated, if unable to agree, will appoint a third arbitrator in order to arrive at value.

7. The arbitration provision would also be used in determining, if applicable, any "damage" under existing law for injury to the system.

8. For customers outside the City, it is recognized that Utah Power and Light Company is obligated under the Public Utilities Commission regulations of Idaho to serve this customer. If the customer should request City Service, it is agreed that the matter will be discussed by the respective representatives, and if exchanged the City would purchase from Utah Power and Light Company any equipment involved, as herein before pointed out.

9. The City agrees it will furnish you with a list of specific exchange items desired in order to avoid duplication of facilities.

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10. This agreement may be modified and amended upon mutual agreement of the parties, or may be terminated by either party upon giving thirty (30) days written notice of desire so to terminate.

It is the intent of this letter agreement to set in operation and to facilitate exchange of customers between the respective parties signing this agreement in order to avoid duplication of facilities and fair and just payment for any equipment other than transforming and metering equipment taken over by the party assuming the new customers.

If this letter meets with your agreement, will you kindly execute a copy acknowledging approval and return to us for our files.

Very truly yours,
CITY OF IDAHO FALLS
s/ W. J. O'Bryant
MAYOR

Accepted and approved this ____ day of _____, 1963.
UTAH POWER AND LIGHT CO.
s/ _____
Its _____

It was moved by Councilman Leahy, seconded by Page, that the Mayor be authorized to sign and mail the foregoing to Utah Power & Light for their acceptance and signature. Roll call as follows: Ayes, 3; No, None; carried.

This memo from the City Attorney was presented. It was understood it represented a joint recommendation of the attorney and the Electrical Engineer.

November 27, 1963

Honorable W. J. O'Bryant, Mayor
City Council of the City of
Idaho Falls, Idaho

RE: Lower Hydro Station Remote Control System

Gentlemen:

We have reviewed the file in this matter, have reviewed the job notes, have discussed the matter with Mr. Max Storer who was inspector on the job and have made our own independent investigation on some of the aspects involved.

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With reference to the claim of Babbitt Electric and Refrigeration in the amount of \$4,224.25, submitted under date of August 12, 1963, the following comments are submitted:

1. The overhaul of the bearings for both generators in the amount of \$3,079.38. There is no dispute on \$1,774.00. The difference is reflected by the fact that a mechanical bearing expert was brought into the picture. It is difficult to determine and, in fact from a strictly legal point of view, we are unable to determine whether the bearing expert was brought in at the request of the City or at the request of the City or at the request of City forces as a subcontractor. In view of this discrepancy, and in view of the fact that the bearing expert was necessary in order to adequately perform the job encountered, we recommend payment of this amount.

2. Two days of Woodward Engineer \$181.06, approved, pursuant to letter of Electric Light Division dated September 9, 1963.

3. Delta-Dyne Pressure Switches. These switches were not shown on the original specifications. In view of this fact, we cannot concur in the letter of the Consulting Engineers and recommend this item be paid.

4. Delta-Dyne to function properly. All parties recommend this item be paid.

5. Add for Minneapolis relays, \$402.16. All parties recommend this item be paid.

By way of summary, it is our recommendation that you allow the contractor \$4,224.25 for extra work.

With respect to the time extension, we have gone over the matter thoroughly. In our opinion the City and its Consulting Engineers are as much at fault in causing the time extension as the contractor. Apparently, the matter was complicated by the fact that the relays, as specified, did not function. It required some waiting for a Consulting Engineer to come over and then a time interval prior to ordering. We find that they were ordered and installed on July 23. Also, during the same interval of time, the contractor was delayed by the Delta-Dyne pressure switch problem. We recommend that penalty be waived.

Respectfully,
Holden, Holden & Kidwell
s/ R. Vern Kidwell
City Attorney

It was moved by Councilman Leahy, seconded by Page, that the recommendation, as stated, be approved and payment be authorized in the amount of \$4224.25 to Babbitt Electric for the reasons as stated. Roll call as follows: Ayes, 3; No, None; carried.

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This legal notice was presented by the City Clerk:

ADVERTISEMENT FOR BIDS

Sealed unit price proposals for tree trimming, including tree and stump removal, for overhead electric in clearance, addressed to the Mayor and City Council, City of Idaho Falls, Idaho, will be received at the office of the City Clerk in the City Hall, Idaho Falls, Idaho, until 10:00 A.M. (MST) on the 7th day of January 1964, and then will be publicly opened and read.

The work to be done under the terms of this bid shall be the furnishing of all labor, materials, and equipment, as required, for trimming, cutting or removing trees, stumps and brush located along the electric lines owned or operated by the City Electric Light Division.

The work will be awarded to the one responsible bidder submitting the lowest acceptable bid.

The specifications are available at the office of the City Engineer, City Hall, Idaho Falls, Idaho. A copy of said documents may be obtained at the above office upon deposit of \$10.00 for each set. The full amount of the deposit will be refunded if said documents are returned in good condition within fifteen (15) days of the bid opening.

Each proposal must be submitted on the prescribed form and be accompanied by a certified check, cashier's check, or bid bond, payable to the City of Idaho Falls, Idaho in an amount not less than ten percent (10%) of the amount bid.

The successful bidder will be required to furnish security for faithful performance of the contract in the full amount of the contract price.

The right is reserved to reject any and all proposals, to postpone the award of the contract for a period not to exceed thirty (30) days, and to accept that proposal which serves the best interest of the City of Idaho Falls, Idaho.

The Engineer's estimate for the contract is \$4,975.00.

Dated this 3rd day of December, 1963.

City of Idaho Falls, Idaho
s/ Roy C. Barnes
City Clerk

Advertised Dec. 8, 15 and 22, 1963.

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It was moved by Councilman Leahy, seconded by Page, that he be authorized to publish as required by law. Roll call as follows: Ayes, 3; No, None; carried.

The Controller drew attention to the fact that bids had been opened November 22nd on three 250 KVA transformers to serve the new Gamble Skagmo Store in the Country Club Shopping Center, revealing the low bidder to be Electrical Wholesale Supply in the amount of \$1,368.00 each, for a total of \$4,104.00. Other bidders, it was noted, were: General Electric Supply, Westinghouse Electric Supply, Wagner Electric, Jewel Electric, Graybar Electric, Electrical Contractors Supply. It was moved by Councilman Leahy, seconded by Foote, that the successful bidder be named as the low bidder; namely, Electrical Wholesale Supply, in the amount as stated. Roll call as follows: Ayes, 3; No, None; carried.

The Police Chief, through the Mayor, requested by memo that two detectives be authorized to attend the Utah Crime conference at Layton, Utah on Thursday, December 5th. It was moved by Councilman Leahy, seconded by Foote, that permission be granted accordingly. Roll call as follows: Ayes, 3; No, None; carried.

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

ATTEST: s/ Roy C. Barnes
CITY CLERK

s/ W. J. O'Bryant
MAYOR
