

OCTOBER 25, 1961

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The City Council of the City of Idaho Falls met in Recessed Session, Wednesday, October 25, 1961, at 8:00 P.M. in the Council Chambers at Idaho Falls, Idaho. There were present at said Meeting: Mayor W. J. O'Bryant; Councilmen Page, Leahy, Creek, Foote. Also present: Roy C. Barnes, City Clerk; Don Lloyd, City Engineer, George Barnard, City Attorney; Harold Davis, Electrical Engineer; Kelvin Nelson, Recreation Director, Alva Harris, Building Official; Luther Jenkins, Controller.

Minutes of the last Recessed Meeting, held October 9<sup>th</sup>, 1961, and Special Meetings held October 10<sup>th</sup> and October 17<sup>th</sup>, 1961, were read and approved.

The Mayor welcomed City Attorney George Barnard who had recently been the victim of illness.

Dr. David Young, of the Young Timber Yard, appeared before the Council, explaining that his Company is expanding and will be installing a heat treating plant for poles. He said they will then have complete pole facilities including a peeling machine and ample storage area. He proposed that his Company purchase the City's pole treatment plant. He said he was confident that, as a result, the City would have a better product for less money. The Council requested that he submit a written proposal in this regard, working through and with the Electrical Engineer.

License applications for Bartender for Fred Schmier and Journeyman Gas Fitter, previously approved by Gas Inspector, for Emmett J. Hall were presented. It was moved by Councilman Page, seconded by Leahy, that these licenses be approved. Roll call as follows: Ayes, 4; No, None; carried.

The City Clerk presented LD #18590 covering a water pipe line crossing and an addendum to LD #16458 covering a water pipe line crossing an encroachment, both of which were in the form of an agreement between the City and the Union Pacific Railroad. It was moved by Councilman Leahy, seconded by Foote, that in each instance, the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 4; No, None; carried.

A proposal was presented, jointly from Thornton D. Morris & Company and J.A. Hogle & Company, whereby they offered their services in a fiscal capacity as exclusive selling agents for the Bonds of L.I.D. #27. It was moved by Councilman Foote, seconded by Creek, that this proposal be accepted and the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 4; No, None; carried.

An agreement was presented between the City and the Boyle Development Company covering terms and conditions whereby the City would install an underground electrical system for the Home Ranch Addition, Division #1 with the exception of Blocks 3, 4, 5 and 6, and whereby the Boyle Development Company would agree to bear the difference in cost between said installation and a conventional overhead system. It was moved by Councilman Page, seconded by Leahy, that the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 4; No, None; carried.

An electric service agreement was presented from Utah Power & Light Company whereby that Company would agree to furnish electric power for irrigation pumping at a particular location at the airport. In this connection the following resolution was presented by Councilman Page, who moved its adoption:

10-25-61

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**RESOLUTION (Resolution No. 1961-08)**

Whereas, there has been submitted to the City Council of the City of Idaho Falls at a duly convened meeting, a proposed contract with the Utah Power & Light Company by the terms of which said Company agrees to furnish electric energy for irrigation pumping purposes upon terms and conditions as therein fully set forth, which said contract is believed to be a fair one and one which it is advisable for this Municipality to enter into;

THEREFORE, BE IT RESOLVED, that the Mayor of the City of Idaho Falls, be and he is hereby authorized in his official capacity to execute said contract in duplicate and the City Clerk is hereby authorized and directed to attest, countersign, and affix the corporate seal to said duplicates of said contract. When said contract is so executed and when properly executed by the proper officers of the said Utah Power & Light Company the said City Clerk is hereby authorized and directed to attest, countersign and affix the corporate seal to said duplicates of said contract. When said contract is so executed and when properly executed by the proper officers of the said Utah Power and Light Company the said City Clerk is instructed to retain one of said duplicates as part of the records of his office and to deliver the other to said Utah Power and Light Company.

The motion to adopt the resolution was seconded by Councilman Foote and after being discussed at length a roll call was taken as follows: Ayes, Councilmen Creek, Leahy, Page, Foote; Nay, none; whereupon the Mayor declared the motion carried, the resolution adopted, and the execution of the contract duly authorized.

The following agreement form was presented:

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation, of the State of Idaho, party of the first part, hereinafter called the City, and \_\_\_\_\_, party of the second part, hereinafter called the Developer,

WITNESSETH:

WHEREAS, the Developer is the owner of a certain tract of land in the County of Bonneville, State of Idaho, described as follows:

and,

WHEREAS, the Developer has made request to the City of Idaho Falls, as owner of said land, to have the same annexed to said City, and has submitted to the City a map or plat thereof,

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which has been approved for annexation by the City Engineer of said City and by the Planning Board of the City, and

WHEREAS, the City Engineer has recommended to the City Council of said City that such annexation be granted subject to certain requirements on the part of the Developer, and

WHEREAS, the City Council has determined to annex said lands to said City of Idaho Falls, Idaho, subject to the following terms and conditions,

NOW THEREFORE, the Developer agrees, in consideration of the annexing of said area to said City, as follows:

1. The Developer agrees that he will, at his own expense, construct and install sanitary sewers and storm sewers, water mains, valves, fire hydrants, curbs, gutters, sidewalks, cross-drains, streets, street surfacing, street lights, and street signs, according to and in full compliance with the improvement drawings for the area to be annexed, which improvement drawings have been approved by the City Engineer and are on file in his office, subject to any changes in said improvement drawings that may be made by mutual consent between the Developer and the City Council. Said improvement drawings are hereby made a part of this Agreement by reference.

2. The Developer hereby agrees that the City Engineer may, in his discretion, set up a progress schedule for the construction of such improvements in the annexed area, and agrees that the work shall be done as required by such schedule and that such schedule shall be and become a part of this Agreement, by reference.

3. The Developer further agrees that to guarantee the completion of all of the aforesaid improvements required by the improvement drawings for said area within the time required by said progress schedule, he will, prior to applying for any building construction permits within said area, execute and file with the City a performance bond, with surety satisfactory to the City, in a penal sum equal to One Dollar (\$1.00) per lineal foot of street, existing or proposed, in the area to be developed, measured along the center line of such streets, conditioned for the faithful performance of this agreement and for the replacement of defective materials or workmanship within a period of one year from and after the date of final approval and acceptance by the City.

In lieu of furnishing such bond the Developer may deposit a cashier's or certified check with the City Clerk, to guarantee the same conditions as such bond, returnable to the Developer upon full performance thereof.

4. The Developer agrees that the City shall have the right to withhold the issuance of any further building permits or certificates of occupancy in such annexed area in the event the

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Developer shall fail to keep the construction of such improvements current with the progress schedule.

IN WITNESS WHEREOF, the above parties have hereunto set their hands and seals the day and year in this agreement first above written.

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

City of Idaho Falls, Idaho  
A Municipal Corporation  
By \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Party of the First Part

\_\_\_\_\_  
Party of the Second Part

It was learned that this had been approved by the Planning Commission at their October 11<sup>th</sup> meeting and that if approved by the Council, would serve as a real estate developers guarantee. It was moved by Councilman Leahy, seconded by Creek, that the foregoing be approved as a matter of policy and that no discretion to waive on the part of any City employee be permitted. Roll call as follows: Ayes, 4; No, None; carried.

The following memorandum was read from the Recreation Director:

**MEMORANDUM**

October 25, 1961

TO: Mayor and City Council  
FROM: Kelvin J. Nelson, Supt. of Parks & Recreation  
SUBJECT: COOPERATIVE AGREEMENT FOR OPERATION OF THE PAL CLUB

The following recommendations are submitted to the Mayor and Council as per the request of the Council at a special Meeting held in the Mayor's office Monday evening, October 16, 1961.

Since the log cabin at Highland Park, presently used by the PAL Club, is City property, this Division feels that the City should be responsible for:

1. Heating of the building.
2. Normal general maintenance.

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We also feel that since the function of this organization is primarily recreation, this Division as a public agency, should assist in general program and act as a resource in any way possible subject to our limitations of personnel and finance.

By assuming the obligation of heating and maintenance, the City would free a large percentage of the PAL Club's budget which would in turn allow this Club more range in program and generally enable it to better fulfill its purposes.

Following a similar memorandum submitted to the Mayor and Council for consideration on October 9 and pursuant to its request as above stated, we therefore, recommend that these recommendations be incorporated with those submitted by the Fraternal Order of Police and submitted to the City Attorney so that an effective cooperative working agreement may be prepared and entered into.

Respectfully submitted,  
s/ Kelvin J. Nelson  
Supt. of Parks & Recreation

In this connection the following was then read:

October 25, 1961

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

Gentlemen:

Reference is made to a special meeting held October 16, 1961 in the Mayor's office. Present were members of the City Council, City Recreation Director, PAL Club Directors and members of the Board of Directors of the PAL Club, who met to plan a workable agreement between the City Recreation and PAL Club in a mutual participating program.

The aims of the organization are to improve relationships for a needed community appeal for a large portion of boys and girls who are without affiliations with any existing group to make better future citizens who will be an asset to the community instead of a liability. We, as Directors of the PAL Club, would be responsible for the equipment used in activities, planning of programs and to coordinate the activities of the PAL Club with the Recreation Program of the City.

A copy of our Pledge and objectives that we are striving to attain is attached.

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With many volunteer aids to help develop our program we feel that in the future this could be of great help. Many obstacles during the past seven years of the existence of the organization and much of the pressure has been a matter of policy. We feel that with this working agreement all this could be avoided.

Respectfully yours,  
s/ John H. Putman  
Chairman, Board of Directors  
PAL Club

Attachment:

P L E D G E

SENIOR PALS - Age 15-19

I, \_\_\_\_\_, on my honor do promise to respect and defend the Constitution of the United States, the Bill of Rights, and the Constitution and the laws of the State of Idaho and the City of Idaho Falls.

I promise to be regular in my attendance at school or in fulfilling the duties of my job.

I promise that I will always strive, by my example of right living and right action, to lead other boys and girls to do right and to assist those who are in trouble and deserve help.

I promise that I will always conduct myself in such a manner that my actions will reflect credit on me and the Police Association League of which I am a member.

I promise to always be faithful to the League in the execution of my duties and to attend all meetings if it is within my power to do so.

I promise to use my influence to help maintain law and order in this Community and to aid all law enforcement officers in the discharge of their duties.

I promise to not aid any criminal by keeping from law enforcement officers any information nor evidence that I might have against any person charged with a crime and who might be under investigation.

I promise always to be fair to the accused and that I will not through ill-will give any false testimony against any person accused of crime.

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I promise to obey the orders of the Chief, and the PAL Chief and the officers of the Idaho Falls Police Association League, and to respect the rules.

\_\_\_\_\_  
BIRTH DATE

\_\_\_\_\_  
SIGNATURE

This \_\_\_\_\_  
DATE

It was moved by Councilman Creek, seconded by Leahy, that the proposal, as presented by the Recreation Director and the Police Chief, be approved. Roll call as follows: Ayes, 4; No, None; carried.

A memorandum from the City Treasurer was read, as follows:

October 25, 1961

To Honorable Mayor and Council:

In a Resolution passed June 8<sup>th</sup>, 1959, the Treasurer was authorized to invest money in the Water and Sewer Reserve Fund in "direct obligations of the United States of America", maturing not more than three years from the date of investment, as shall be recommended by the Finance Committee. Section 7, Ordinance #1011 increases the amount of the Reserve Fund from \$60,000.00 to \$110,000.00. From the proceeds of the recent Bond sale, \$79,000.00 will be needed to reach the necessary \$110,000.00 which will be immediately invested for a period not to exceed three years, if so recommended by the Finance Committee.

Respectfully,  
s/ Zelda Houchens

It was moved by Councilman Leahy, seconded by Creek, that the City Treasurer's recommendation, as proposed, be approved. Roll call as follows: Ayes, 4; No, None; carried.

The following memorandum from the Purchasing Agent was read:

October 24, 1961

MEMORANDUM

TO: Mayor and Council  
FROM: Boyd P. Wright, Purchasing Agent  
SUBJECT: GAS FURNACE

As a result of bids opened October 18, 1961, we find the following:

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|    | <u>Conan &amp; Landon</u>                 | <u>Nugent</u>                             | <u>American Plumbing</u>                  |
|----|---|---|---|
| 1. | Monkey House<br>\$1250.00                 | Monkey House<br>\$1275.00                 | Monkey House<br>No Bid                    |
| 2. | 10 <sup>th</sup> Street Well<br>\$1900.00 | 10 <sup>th</sup> Street Well<br>\$1625.00 | 10 <sup>th</sup> Street Well<br>\$1860.00 |
| 3. | Golf Course<br>\$2035.00                  | Golf Course<br>\$2765.00                  | Golf Course<br>No Bid                     |

The bids have been checked by the Gas Inspector for conformance to specifications and the capability of the company to perform the work.

We are making the following recommendations.

Conan & Landon, Golf Course-\$2035.00; the Park Monkey House-\$1250.00; for a total of \$3285.00.

Nugent Metal, 10<sup>th</sup> Street Well-\$1625.00.

Your earliest consideration of the matter will be appreciated.

s/ Boyd R. Wright  
Purchasing Agent

It was moved by Councilman Page, seconded by Creek, that the Conan & Landon bid in the amount of \$2035.00 on the Golf Course furnace and Nugent Metal Works bid in the amount of \$1625.00 on the 10<sup>th</sup> Street well furnace be accepted and the monkey house furnace bid be tabled. Roll call as follows: Ayes, 4; No, None; carried.

Next to be presented from the Purchasing Agent was this memorandum:

October 25, 1961

MEMORANDUM

TO: The Honorable Mayor and City Council  
City of Idaho Falls, Idaho

RE: 44 KV Re-conductoring

The following is a result of bids opened October 17<sup>th</sup>, 1961:



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Based on a lump sum low bid by Westinghouse Electric Supply Company, I am recommending that the Mayor and Council authorize the Purchasing Agent to issue a Purchase Order to Westinghouse Electric Supply Company for \$17,569.96.

These supplies are needed principally to replenish depleted transformer stock and to restore minimum stock levels.

Respectfully submitted,  
s/ Harold W. Davis  
City Electrical Engineer

It was moved by Councilman Leahy, seconded by Foote, that purchase of the electrical supplies be approved as described. Roll call as follows: Ayes, 4; No, None; carried.

Next to be presented from the Electrical Engineer was this memorandum:

October 18, 1961

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

Gentlemen:

Attached are the two proposals for tree trimming for line clearance which were opened by the City Purchasing Agent on Thursday, October 12, 1961 at 11:00 A.M.

The following is an evaluation of the two proposals submitted:

|                           | <u>DAVEY TREE EXPERTS</u> | <u>WRIGHT TREE SERVICE</u> |
|---------------------------|---------------------------|----------------------------|
| Maximum Cost              | \$11,900                  | \$11,973                   |
| Estimated Man Hours       | 3,380                     | 3,070                      |
| Time Required to Complete | 3 ½ months                | 6 months                   |
| Maximum Tree Removal      | 80                        | 381                        |

Based principally on the fact that Wright Tree Service's plan to remove 381 trees while the Davey Tree Experts indicated a maximum of 80 tree removals, the additional 301 removals for the extra \$73 would be well worth the investment.

Therefore, I respectfully recommend that the Mayor and Council authorize the Purchasing Agent to issue a Purchase Order to the Wright Tree Service Company for a maximum of \$11,973. I further recommend that the Council authorize the Mayor and City Clerk to sign the

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contract with Wright Tree Service. An example contract is included with the proposal submitted by Wright Tree Service.

Respectfully submitted,  
s/ Harold W. Davis  
City Electrical Engineer

It was moved by Councilman Page, seconded by Leahy, that Wright Tree Service Company be awarded the tree trimming contract as described. Roll call as follows: Ayes, 4; No, None; carried.

Last to be considered from the Electrical Engineer was the following:

October 17, 1961

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

Gentlemen:

Attached are three (3) copies of a hydro-electric service repair preventative maintenance contract. These contract documents are supplied by the Woodward Governor Company and the maintenance would cover only the seven (7) governors located at the three (3) generating plants.

If the City of Idaho Falls were to execute these documents, then considerable savings would result because of the following reasons:

1. A proper preventative maintenance program insures better performance, increased efficiency of the generating units themselves.
2. The cost of the maintenance itself will be reduced since the City will be placed on a regular schedule and the City would have to pay only a percentage of the travel expenses, etc., required for proper preventative maintenance.

The following are features of this contract:

1. The initial call would be made no earlier than 1963.
2. When the Woodward Governor Company schedules a representative for this area, we would be informed and, if we elect not to have the service, then the City can cancel that particular scheduled visit at no cost to the City.

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3. The only cost for such a contract would be for time and materials when the City of Idaho Falls, concurred with the Woodward Governor Company for a preventative maintenance check.

It is estimated, now that all of the governors have been overhauled, that about \$1,000 would be sufficient to have a proper preventative maintenance inspection during any one given inspection.

Therefore, I recommend that the Council authorize the Mayor and City Clerk to execute these documents.

Very truly yours,  
s/ Harold W. Davis  
City Electrical Engineer

It was moved by Councilman Leahy, seconded by Creek, that the Mayor be authorized to sign the hydroelectric service repair preventative maintenance contract with the Woodward Governor Company for the reasons as stated. Roll call as follows: Ayes, 4; No, None; carried.

A memorandum from the City Engineer was presented, to-wit:

October 25, 1961

Acct. No. 3B-76

Honorable Mayor and City Council  
Idaho Falls, Idaho

Gentlemen:

We are submitting to you a request from Mr. Brunt to change the name of one of the streets in the Riviera Addition.

This street is now called Stokes Avenue, and he desires to have the name changed to Riviera Drive. The need for this change was brought about by the adoption of an amended plat of the area.

This request appears desirable, and we would therefore recommend that the Mayor and Council officially change the name of Stokes Avenue in the Riviera Addition to Riviera Drive.

Respectfully submitted,  
Public Works Division  
s/ Donald F. Lloyd, P.E.  
City Engineer

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It was moved by Councilman Leahy, seconded by Creek, that permission be granted to change the name of Stokes Avenue to Riviera Drive. Roll call as follows: Ayes, 4; No, None; carried.

Next, from the City Engineer, was the following memorandum:

October 25, 1961

Honorable Mayor and City Council  
Idaho Falls, Idaho

Gentlemen:

Please find attached hereto the specifications for a truck chassis needed for use in the Sanitary Section of the Street Department.

Late in September, the 16 yard Leach had a motor breakdown, and has been inoperative since that time. Mr. Graves advised this office that about \$800 would be required to put this unit into operation, and would include a rebuilt engine plus other necessary repairs. It is our opinion that this 1952 International Truck would not justify this expenditure, but the packer body would be more than satisfactory for a new truck chassis.

Since we are presently leasing a packer unit to replace this inoperative truck, we feel it advisable to expedite the purchase of this new chassis. Therefore we are requesting that the Purchasing Agent be authorized to call for bids for this truck chassis, based upon the attached specifications.

Respectfully submitted,  
Public Works Division  
s/ Donald F. Lloyd, P.E.  
City Engineer

It was moved by Councilman Leahy, seconded by Page, that the Purchasing Agent be authorized to call for bids for the truck chassis as described. Roll call as follows: Ayes, 4; No, None; carried.

Another memorandum from the City Engineer was read as follows:

October 25, 1961

Honorable Mayor and City Council  
Idaho Falls, Idaho

Gentlemen:

Please find attached hereto specifications for six blade snow plows and a material spreader.

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To facilitate the new plan of snow removal, these items of equipment will be needed, and in our opinion it is advisable that the City acquire same. The remaining items of equipment needed to carry out this program could be leased as needed.

We are, therefore, requesting that the Purchasing Agent be authorized to call for bids on this equipment.

Respectfully submitted,  
Public Works Division  
s/ Donald F. Lloyd, P.E.  
City Engineer

It was moved by Councilman Leahy, seconded by Page, that the Purchasing Agent be authorized to call for bids on six blade snow plows and a material spreader. Roll call as follows: Ayes, 4; No, None; carried.

The City Engineer, by memorandum, noted that all bids on the water works improvement construction had been tabulated and thoroughly studied by the consulting engineers who have recommended that Hunter Saucerman Construction, Inc. be named the successful bidder in the amount of \$407,028.00. It was moved by Councilman Leahy, seconded by Creek, that Hunter Saucerman be awarded the contract accordingly. Roll call as follows: Ayes, 4; No, None; carried.

Finally, from the City Engineer, final plats were presented on the Roy H. Bennett Shopping Center Divisions #2 and #3. Notation was made that these had been approved by the Planning Commission. It was moved by Councilman Foote, seconded by Creek, that the plats be approved and the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 4; No, None; carried.

The Mayor announced the Governor's Safety Meeting in Boise, Idaho, November 2<sup>nd</sup> and 3<sup>rd</sup>. It was moved by Councilman Leahy, seconded by Page, that the Mayor be authorized to select an appropriate City representative to attend. Roll call as follows: Ayes, 4; No, None; carried.

The Mayor then drew attention to a Director's meeting of the Idaho Municipal League on November 4<sup>th</sup>. It was moved by Councilman Leahy, seconded by Creek, that the Mayor, as a Director, be authorized to attend. Roll call as follows: Ayes, 4; No, None; carried. The Mayor noted he was of the opinion that this trip would be at no cost to the City.

A proposal was presented from the Atlas Safety Equipment Company whereby that Company had offered to provide the Fire Department with a three sided safety net for the training tower at a cost of \$4500.00 or a smaller one for \$2200.00. The acting Fire Chief reported that he has information to the effect that these are available for substantially less money, providing certain installation work is done by the Department. The matter was tabled for further study.

The Mayor appointed Mr. Parley Gillan, now acting Fire Chief, to the position of Fire Chief. It was moved by Councilman Creek, seconded by Foote, that this appointment be confirmed. Roll call as follows: Ayes, 4; No, None; carried.

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

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ATTEST: s/ Roy C. Barnes  
CITY CLERK

s/ W. J. O'Bryant  
MAYOR

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