

AUGUST 24, 1959

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The City Council of the City of Idaho Falls met in the Mayors Chambers in a continuation of their Regular Meeting of August 21, 1959, recessed until this hour, 10:00 A.M., August 24<sup>th</sup>, 1959.

There were present at said Meeting: Mayor W. J. O'Bryant; Councilmen Johnson, Creek, Foote, Petersen. Also present: Roy C. Barnes, City Clerk.

First to be considered was an addendum to the Utah Power & Light service contract, dated March 12, 1959, for the furnishing of electric energy for City electric distribution as follows:

July 23, 1959

Idaho Falls City  
Idaho Falls, Idaho

Attention: Mr. W. J. O'Bryant, Mayor

Gentlemen:

Reference is made to that certain Power Agreement made and entered into on March 12, 1959 effective April 1, 1959 by and between Idaho Falls City, a municipal corporation of the State of Idaho, and Utah Power & Light Company providing for the sale and delivery of electric power and energy by Company to City.

Whereas, City since the above Agreement was entered into has obtained additional power and energy from the U.S. Bureau of Reclamation and City may in the future obtain still further amounts of power and energy through generation and/or purchase.

NOW THEREFORE, it is hereby agreed between the parties that the aforementioned Agreement be and the same is hereby amended in the following particulars, to-wit:

- a. Paragraph 1 of the aforesaid Agreement is hereby deleted and the following substituted therefore:
  1. Company will sell and deliver to City all electric power and energy required to serve City and its inhabitants in excess of the concurrent output of City's electric generating plants and purchases from any outside source and City will pay for such power and energy sold by Company as herein provided.
- b. Paragraph 2 shall be amended by deleting the last paragraph (following the tabulation on Page 3) and substituting the following therefore:

The above shown energy allocations may be increased from time to time by City's written notification to Company of any additional firm power allocations received for the purchase of power and energy. City agrees that any purchases of energy shall provide energy be received at monthly rates of delivery (kw) from time to time to correspond to the load factor and load pattern of its total purchased power requirements.

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The maximum demand for any month for power supplied by Company hereunder shall be determined by dividing the kilowatt-hours in excess of City's total energy allocations less 2.5 per cent losses by the product of the number of hours in the month and the monthly load factor as determined from total power and energy delivered from total power and energy delivered to City at Point of Delivery.

All the provisions, terms and conditions of the aforesaid Agreement of March 12, 1959, other than those amended hereby, shall remain in full force and effect unchanged.

If this instrument properly sets forth our mutual agreements, please execute the same in the space provided below and return one signed duplicate original copy to this office.

Sincerely yours,

ATTEST:  
(SEAL)  
s/ Fred Wilkeson  
Assistant Secretary

UTAH POWER & LIGHT COMPANY

By: s/ J. E. Cushman  
Vice President

Accepted this 24<sup>th</sup> day of August, 1959.

IDAHO FALLS CITY

COUNTERSIGNED:  
s/ Roy C. Barnes (SEAL)  
City Clerk

By: s/ W. J. O'Bryant  
Mayor

It was moved by Councilman Creek, seconded by Foote, that the Mayor and City Clerk be authorized to sign and that the following resolution be adopted:

**RESOLUTION (Resolution No. 1959-18)**

WHEREAS, there has been submitted to the City Council of Idaho Falls at a duly convened meeting a proposed addendum to contract with the Utah Power & Light Company by the terms of which said Company agrees to furnish electric energy for City Electric distribution purposes upon terms and conditions as therein fully set forth, which said addendum to 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 Idaho Falls be, and he is hereby authorized in his official capacity to execute said addendum to 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 addendum to contract. When said addendum to contract is so executed and when properly executed by the proper officers of the said Utah Power & Light

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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 & Light Company. Roll call as follows: Ayes, 4; No, None; carried.

Next in this same connection, was an addendum to the Utah Power & Light service contract, dated April 30, 1956 for the transmitting of electric energy for City electric distribution as follows:

July 23, 1959

Idaho Falls City  
Idaho Falls, Idaho

Attention: Mr. W. J. O'Bryant, Mayor

Gentlemen:

Reference is made to that certain Electric Power Transmission Agreement made and entered into on April 30, 1956, by and between Idaho Falls City, a Municipal Corporation of the State of Idaho and Utah Power & Light Company providing for the transmission of electric power and energy by Company to City.

WHEREAS, City since the above Agreement was entered into has obtained additional power and energy from the U.S. Bureau of Reclamation and City may in the future obtain still further amounts of power and energy through purchase.

NOW THEREFORE, It is hereby agreed between the parties that the aforesaid Agreement be and the same is hereby amended in the following particulars, to-wit:

- a. Paragraph 1 is hereby deleted and the following substituted therefore:
  1. Company will deliver to City at the Point of Delivery all or that portion that City may require of the firm power and energy concurrently received by Company at its Goshen substation and allocated to City through purchase from any outside source; provided, however, that the amounts of power and energy delivered to City shall be the allocated amounts (or the portion thereof required by City) reduced by 2½% to cover transmission and transformer losses incurred. Such power will be delivered to City at a nominal frequency of sixty cycles per second three phase alternating current at a nominal voltage of 44,000 volts.
- b. Paragraph 3 is hereby deleted and the following substituted therefore:
  3. City will pay Company each month at the rate of one mill per kilowatt-hour for all or any portion of energy allocation required and delivered to City at the Point of Delivery during the preceding calendar month in accordance with paragraph 1 above. Amounts due Company under the provisions of this contract shall be due and payable at Company's office in Idaho Falls, Idaho, on the 15<sup>th</sup> day following the calendar month to which billing is applicable or on the 15<sup>th</sup> day following receipt of billing, whichever be later.

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All the provisions, terms, and conditions of the aforesaid Agreement of April 30, 1956, other than those amended hereby, shall remain in full force and effect unchanged.

If this instrument properly sets forth our mutual agreements, please execute the same in the space provided below and return one signed duplicate original copy to this office.

ATTEST:  
s/ Fred Wilkesen  
Assistant Secretary

Sincerely yours,  
UTAH POWER & LIGHT COMP.  
s/ J. E. Cushman  
Vice President

Accepted this 24<sup>th</sup> day of August, 1959

IDAHO FALLS CITY

COUNTERSIGNED:

s/ W. J. O'Bryant  
Mayor

s/ Roy C. Barnes  
City Clerk

It was moved by Councilman Creek, seconded by Foote, that the Mayor and City Clerk be authorized to sign and that the following resolution be adopted:

**RESOLUTION (Resolution No. 1959-19)**

WHEREAS, there has been submitted to the City Council of the City of Idaho Falls at a duly convened meeting a proposed addendum to contract with the Utah Power & Light Company by the terms of which said Company agrees to transmit electric energy for City electric distribution purposes upon terms and conditions as therein fully set forth, which said addendum to 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 Idaho Falls be, and he is hereby authorized in his official capacity to execute said addendum to 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 addendum to contract. When said addendum to contract is so executed and when properly executed by the proper officers of the said Utah Power & 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 & Light Company.

Roll call as follows: Ayes, 4; No, None; carried.

The Planning Commission minutes dated August 18<sup>th</sup>, 1959 were read by the Mayor. No action was considered necessary except to instruct the City Attorney to include the Gustafson Park Division #1 Subdivision in the next Notice of Zoning Hearing meeting and to refer the Bird-Hoopers-Nelson Subdivision #1 to the Engineering Department for a study to see what problems exist pertaining to the furnishing of that area with utility services.

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It was noted that there are two vacancies on the non-functioning Traffic and Safety Committee. The Mayor was authorized to get recommendations from the remaining members, Messrs. Ira Butterworth, Vaughn (Pat) Wallace, George Derby and Howard Davis and to arrange for the reactivating of the Committee.

August 6, 1959

To the Honorable Mayor and City Council  
Idaho Falls, Idaho

Gentlemen:

Following are the recommendations resulting from our fire and safety inspection of the Idaho Falls Civic Auditorium:

1. We recommend that the fire notifier be connected to the main fire station. To our knowledge the only thing needed for completion of this hookup is the wiring.

2. The asbestos fire curtain for the stage area is tied done and will not operate automatically in case a fire should occur. We believe this condition is due to not being properly balanced.

3. The drain system for the automatic sprinkler system empties into the stairwell leading to the transformer room. The drainage system located in this area will not carry the water away rapidly enough. This condition causes the stairwell and transformer room to become flooded, therefore, creating a very hazardous condition.

4. The ladders leading to the hatch doors on the roof are of wood construction and are in very poor condition from a safety standpoint. We recommend that new ladders be installed at each of the two hatch doors and they be fastened down solidly.

5. There is an accumulation of old stage scenery and miscellaneous combustible materials that should be eliminated. The storage of these mentioned materials should not be allowed on the landing of the stage, but should be stored in the scenery room back of the stage area.

6. We recommend that no smoking signs be installed in the area of the catwalk where the boys operate the stage spot lights.

We appreciate your attention to the above and are at your service in helping to correct the above condition.

Respectfully submitted,  
s/ Bert O. Brown  
Police Chief  
s/ Claude E. Cox  
Fire Inspector

The foregoing was read by the Mayor and was referred to the Building Committee.

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There being no further business, it was moved by Councilman Johnson, seconded by Petersen, that the Council adjourn; carried.

ATTEST: s/ Roy C. Barnes  
CITY CLERK

s/ W. J. O'Bryant  
MAYOR

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