

DECEMBER 8, 1953

The City Council of the City of Idaho Falls, Idaho, met in recessed session December 8, 1953, at 8 P. M. in the Council Chambers at Idaho Falls, Idaho. Present: E. W. Fanning, Mayor; Councilmen Petersen, Freeman, Foote, and Rogers; Also, present: S. R. Rostad, City Clerk; T. R. Peters, Purchasing Agent; Arthur L. Smith, City Attorney; and C. R. Black, City Engineer.

The minutes held on November 20, 1953 and December 4, 1953 were read and approved.

The bills against the City for the month of November, 1953, having been audited by the Finance Committee, were presented for payment as follows, to-wit:

	<u>General Fund:</u>	<u>Water Works:</u>	<u>Elec. Light Fund:</u>	<u>Police Retirement:</u>
Salaries:	56,150.69	5,557.52	11,944.35	488.68
Supplies:	<u>27,629.38</u>	<u>9,972.91</u>	<u>36,448.47</u>	<u>.00</u>
Total:	83,780.07	15,530.43	48,392.82	488.68

GRAND TOTAL: \$148,192.00

It was moved by Councilman Petersen and seconded by Freeman, that the bills be allowed and the Clerk is hereby authorized to draw warrants on the proper funds, in payment of the same. Roll call resulted as follows: Yes, 4; No, None; Carried.

The reports of the various Departments were read. There being no objection they were ordered placed on file.

The following bill from Fred E. Walberg, M.D. was read:

August 18, 1953, eye examination treatment & dressing L.D.S. Hospital	5.00
August 19 to 31, 1953, Inc. daily hospital visits & dressings, 13 @ 3.00	39.00
September 1 to 11, 1953, Inc. daily hospital visits & dressings 11 @ 3.00	33.00
September 12, 1953, Enucleation (removal of eyeball), cost of implant put in at time of surgery	150.00 <u>15.00</u>
Total:	242.00

The above bill referred to the City Attorney.

The following applications for Bartender permits were presented, to-wit: Keith Lance, Ford's, 444 A Street; Douglas W. Preston, Mint Bar; V. E. Carlsen, Jacks Chicken Inn; Melor Soucie, Jacks Chicken Inn. It was moved by Councilman Freeman and seconded by Foote, that the above permits be granted. Roll call resulted as follows: Yes, 4; No, None; Carried.

The following applications for Beer licenses for 1954, were presented, to-wit:

Oscar Matson,	Oscar Matson's Service	Bottled Beer	75.00
R. B. Mattinson	Bonneville Hotel Lounge	Bottled Beer	75.00
Ralph Cowham	Safeway Stores #334	Bottled Beer, (NTBCOP)	25.00
Vernon Scheets	Jacks Chicken Inn	Bottled Beer	75.00
Floyd E. Mickelsen	Safeway Store-Elm & Eastern	Bottled Beer, (NTBCOP)	25.00
Floyd Mead	Package Beverage Co.	Bottled Beer	<u>75.00</u>

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It was moved by Councilman Rogers and seconded by Petersen, that the above Beer licenses be granted. Roll call resulted as follows: Yes, 4; No, None; Carried.

The following applications for licenses were presented, to-wit:

Alvin Hill,	Corral Café, 1925 N. Yellowstone	Soft Drinks	1.00
Alvin Hill,	Corral Café, 1925 N. Yellowstone	Bottled Beer	75.00

It was moved by Councilman Rogers and seconded by Petersen, that the above licenses be granted. Roll call resulted as follows: Yes, 4; No, None; Carried.

ORDINANCE NO. 830

AN ORDINANCE CHANGING THE NAME OF A STREET WITHIN THE CITY OF IDAHO FALLS FROM SHERMAN PLACE TO ROYAL PLACE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

The foregoing Ordinance was read by the City Clerk. It was moved by Councilman Foote, seconded by Rogers, that the provisions of Section 50-2004 of the Idaho Code requiring all Ordinances to be fully and distinctly read on three several days be dispensed with. The question being, "SHALL THE PROVISIONS OF SECTION 50-2004 OF THE IDAHO CODE REQUIRING ALL ORDINANCES TO BE READ ON THREE SEVERAL DAYS BE DISPENSED WITH?" Roll call as follows: Ayes, Petersen, Freeman, Foote and Rogers; No, None. The majority of all the members of the Council present having voted in the affirmative, the Mayor declared the rule dispensed with and ordered the Ordinance placed before the Council for final consideration the question being, "SHALL THE ORDINANCE PASS?" Roll call as follows: Ayes, Petersen, Freeman, Foote and Rogers; No, None. The majority of all the members of the Council having voted in the affirmative, the Mayor declared the Ordinance passed.

It was moved by Councilman Petersen and seconded by Foote, that the Mayor and Clerk are hereby authorized and directed to sign renewal lease with the U.P.R.R. Co., for 5 years or to January 6, 1959, L.D. #13959, street light on right-of-way. Roll call resulted as follows: Yes, 4; No, None; Carried.

It was moved by Councilman Foote and seconded by Rogers, that the Mayor and Clerk are hereby authorized and directed to sign renewal lease with the U.P.R.R. Co., for 5 years or to November 21, 1958, L.D. #13895, water pipe line encroachment. Roll call resulted as follows: Yes, 4; No, None; Carried.

STANDARD MILK ORDINANCE

At its meeting held at the Hotel Bonneville at noon, Monday, November 30, 1953, the Bonneville County Sanitation Advisory Committee, made the following recommendation.

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We recommend to the Board of County Commissioners of Bonneville County, and to the City Council of the City of Idaho Falls, Idaho, that both legislative bodies IMMEDIATELY take the necessary legal steps to:

1. Adopt the U. S. Public Health Service State Department Milk Ordinance (1953);
2. Employ, in conjunction with the Idaho State Department of Health, a full time milk sanitarian in addition to any and all existing sanitation programs and personnel;
3. That the said legislative bodies consider the financing hereof through the licensing of producers, processors, and distributors whose Grade A milk is processed or sold in Bonneville County and/or Idaho Falls at the suggested rate of \$10.00 per annum for each producer, \$50.00 per annum for each processor and/or distributor; and
4. That the said two legislative bodies determine the proper percentage each involved tax supported agency should pay of the remaining balance not heretofore provided.

Roy W. Anderson, Sanitarian

J. R. Gobble, Chairman

Archie L. Bileadeau; Merrill H. Hanson, DDS; John S. McMillan, MD; Howard

A. Thompson; Arthur D. Thomson and Harold West.

The above was read by the City Clerk. The Mayor referred the above to the Sanitation Committee for study.

It was moved by Councilman Foote and seconded by Petersen, that the bill of \$55.10, presented by the Farr Candy Co., for rewinding motor and etc. be denied. Roll call resulted as follows: Yes, 4; No, None; Carried.

It was moved by Councilman Petersen and seconded by Freeman, that the application for light and water assistance by Zelda L. Burkman is hereby denied. Roll call resulted as follows: Yes, 4; No, None; Carried.

CLAIM AND NOTICE

NOTICE IS HEREBY GIVEN, to the City of Idaho Falls, Idaho, that Ray E. Lundahl Co., an Idaho Corporation, with its principal place of business at Idaho Falls, Bonneville County, Idaho, claimant herein, claims damages against said City in the amount of \$30,000.00.

The injury for which the said claimant claims damages against the said City occurred on the 2nd day of November, 1953. The cause and character of such injury, and facts connected therewith, are as follows:

That on the said 2nd day of November, 1953, the prior thereto, the said City of Idaho Falls, acting through its agents and employees, was engaged in the repair and construction of an alley, which alley is located in the City of Idaho Falls and runs in a general westerly and easterly direction parallel with and immediately adjacent to, the south side of Ray E. Lundahl Co., garage, which said garage is located at 1760 North Yellowstone Avenue in the said City of Idaho Falls; that said City, acting through its agents and employees, in repairing and constructing said alley, exploded large quantities of explosives; that said City, its agents and

employees thereby produced great and violet concussions and vibrations of the earth and air, which shook the said land and building in which claimant operates its business and the air

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above and around, and caused great injury to the foundation of said garage and the whole superstructure, including its wall, windows, ceilings, fixtures, equipment, and chimneys, and rendered the same unsafe and deprived claimant of the constant occupancy of the same; that as a result of said explosion and the damage caused thereby, claimant has been forced to reduce its operation and to transfer portions of its operations elsewhere. That by reason of the premises, the said claimant has been put to a great expense in changing its method of operation, and has lost a great amount of business profits, and will hereafter be put to great loss and expense.

That as a result of said explosion and the damages caused thereby, the claimant has been damaged in the sum of \$30,000.00 for loss of business, reduction in operations, inconvenience and the manner in which it will be forced to operate its business, and the further sum of unknown amount for loss of business during the time which claimant will be required to suspend operations during the repair of said building caused by such explosion.

s/ Ray E. Lundahl, President
Ray E. Lundahl Company
an Idaho Corporation

State of Idaho)
 :SS
County of Bonneville)

Ray E. Lundahl, being first duly sworn, deposes and says: That he is the President of Ray E. Lundahl Co., a corporation, claimant in the above entitled claim and notice; that he has read the above and foregoing claim and notice, and knows the contents thereof, and that he believes the facts therein stated to be true.

s/ Ray E. Lundahl

Subscribed and sworn to before me this 27th day of November, 1953.

SEAL

Dorothy Grimmett
Notary Public
State of Idaho
Residing at Idaho Falls, ID.

CLAIM AND NOTICE

NOTICE IS HEREBY GIVEN to the City of Idaho Falls, Idaho, that Ray E. Lundahl, of the County of Bonneville, State of Idaho, claimant herein, claims damages against said City in the amount of \$46,326.00, special damages and \$50,000.00 general damages.

The injury for which said claimant claims damages against the City occurred on the 2nd day of November, 1953. The cause and character of such injury, and facts connected therewith, are as follows:

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That on the said 2nd day of November, 1953, and prior thereto, the said City of Idaho Falls, acting through its agents and employees, was engaged in the repair and construction of an alley, which alley is located in the City of Idaho Falls and runs in a general westerly and easterly direction parallel with and immediately adjacent to, the south side of the Ray E. Lundahl Co., garage which said garage is located at 1760 North Yellowstone Avenue in the said City of Idaho Falls; that said City, acting through its agents and employees, in repairing and constructing said alley, exploded large quantities of explosives; that said City, its agents and employees thereby produced great and violent concussions and vibrations of the earth and air, which shook the said land and building in which claimant operates his business and the air above and around, and cause great injury to the foundation of said garage and the whole superstructure, including its walls, windows, ceilings, fixtures, equipment and chimneys, and rendered the same unsafe.

That as a result of said explosion and damage caused thereby, the claimant has been damaged in the sum of \$46,326.00 for cost of repair and replacement, which said sum is claimed as special damage, and a further sum of unknown amount for cost of repair and replacement which said claimant will be obliged to expend hereafter; that as a result of said explosion and the resulting damage, the said claimant has been damaged in the said sum of \$50,000.00 general damages.

s/ Ray E. Lundahl

State of Idaho)
 :SS
County of Bonneville)

Ray E. Lundahl being first duly sworn, deposes and says: That he is the above named claimant; that he has read the above and foregoing notice and claim, and knows the contents thereof, and believes the same to be correct, reasonable and just.

s/ Ray E. Lundahl

Subscribed and sworn to before me this 27th day of November, 1953.

Dorothy Grimmett
Notary Public
for the State of Idaho
Residing at Idaho Falls, ID.

The above two claims and notices were referred to the City Attorney. Mailed 12-11-53

LEASE AGREEMENT

THIS AGREEMENT made, in duplicate, this ___ day of December, 1953, by and between the City of Idaho Falls, Municipal Corporation, of Bonneville County, Idaho,

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hereinafter designated "City" and Idaho Falls Armory Association Incorporated, an Idaho Corporation, hereinafter designated "Association", WITNESSETH:

That the City, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Association, has by these presents demised and let to the Association the following described real property situate in Bonneville County, Idaho, to-wit:

Beginning at a point that is S 89° 25' E 591.0 feet and S 2° 10' W 248 feet from the NW corner of the SW ¼ of Section 30, Twp. 2 N E.B.M. and running thence S 2° 10' W 252.40 feet, thence N 87° 50' W 138.0 feet, thence N 2° 10' E 252.4 feet, thence S 87° 10' E 138.0 feet to the point of beginning, containing 0.8 acre more or less. Together with rights of ingress and egress to and from said premises.

TO HAVE AND TO HOLD the same to the Association from the First day of January, 1954, to and including the Thirty-first day of December, 1973.

The Association consideration of the leasing of the premises, aforesaid, covenants and agrees with the City to pay to the City as rent for the same the following sums at the following times, to-wit:

\$150.00 monthly base rental plus one-half of the total receipts derived from special uses and occupancy of the premises. The Association shall pay to the City on the first business day of each month, during said term, the said monthly base rental, together with one-half of all revenue received by the Association during the preceding month, including rent from sublease and the proceeds from the conduction of special events and performances on the premises.

The Association shall report, in writing, to the Mayor of the City of Idaho Falls each month the amount of revenues received during the preceding month by the Association and their sources. Said report shall also contain a statement of defects and needed repairs observed in and about the premises, as well a suggestions for preservation of the property.

It is understood and agreed that this lease is made subject to a lease of a portion of said premises to a United States Naval Reserve Unit, and that at the expiration of the lease, the Association shall be entitled to occupancy of the entire premises for the duration of the term herein limited. The Association agrees, however, to sublease to, or otherwise make portions of

the premises accessible to all military reserve units of the United States and of the State of Idaho to the fullest extent practicable; and in accomplishing this purpose shall make space available upon such reasonable terms as shall be determined by the Association from time to time.

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The Association shall furnish, at its own costs and expense, all heat needed in the building; and the City shall furnish, at its own cost and expense, all electricity for lights and power needed in the building, up to a maximum of 2000 kilowatts per month.

It is further understood and agreed that the portion of the total receipts from use and occupancy of said premises retained by the Association shall be used during the term of said lease only for operation, maintenance, repairs and improvements of the building and premises and until consent of the City, in writing, to other uses is first had and obtained.

The Association agrees, at its own proper cost and expense, to maintain the property, during the tem of this lease, in as good condition as it now is, normal wear and damage by fire excepted, and to yield up said premises to the City at the termination of this lease in good condition and repair.

The Association agrees not to permit any use, and/or occupancy of said premises in violation of any ordinance, statute or law whatsoever.

The Association shall not assign this Lease, or make any alteration or structural changes to said premises without written consent of the City first had and obtained.

The Association shall indemnify and hold harmless the City from and against all costs, demands, losses, damages and expenses which may accrue against the City by reason of the use and occupancy of the premises by the Association, its sub-leases and licenses.

In case said premises shall be rendered un-tenantable by fire or other casualty, the City may at its option terminate this lease, or repair said premises within thirty days, and failing so to do, or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

It is expressly agreed between the parties hereto, that if default be made in the payment of the rent above reserved, or any part thereof, or in any of the covenants and agreements herein contained, to be kept by the Association, it shall be lawful for the City, its successors or assigns, without notice, to declare said term ended, and to re-enter said demised premises, or any part thereof, either with or without process of law, and the Association, or any person or persons occupying the same, to expel, remove and put out, using such force as may be necessary so to do, and the said premises again to repossess and enjoy, as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants.

IN WITNESS WHEREOF, the City has caused its seal to be hereunto affixed and these presents to be executed by its Mayor, thereunto duly authorized by Resolution of its City Council, and the Association has caused its seal to be hereunto affixed and these presents to be

executed by its thereunto duly authorized by Resolution of its Board of Directors the day and year in this lease first written.

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CITY OF IDAHO FALLS
A municipal corporation
s/ E. W. Fanning
Mayor

IDAHO FALLS ARMORY ASSN.
INCORPORATED, a corporation
s/ _____

It was moved by Councilman Rogers and seconded by Freeman, that the above lease be accepted and the Mayor is hereby authorized and directed to sign the above lease. Roll call resulted as follows: Yes, Councilmen Rogers, Petersen Freeman and Foote; Nay, None; Carried.

It was moved by Councilman Rogers and seconded by Petersen, that the Council adjourn; Carried.

ATTEST: s/ S. R. Rostad
City Clerk

s/ E. W. Fanning
Mayor