

NOVEMBER 6, 1942

Minutes of a Regular Meeting of the City Council of the City of Idaho Falls, Idaho, held November 6th, 1942.

There were present at said Meeting: E. W. Fanning, Mayor; Lee Walker, City Clerk; Councilmen Crabtree, Freeman, Sutton; Absent: Wasley; when the following proceedings were had to wit:

Minutes of the last Regular Meeting were read and approved.

The following monthly reports were read and approved: City Clerk, City Electrician, Water Works Superintendent, Street & Park Commissioner, Sanitary & Meat Inspector, Chief of Fire Department, Police Judge, School & City Nurse.

The Finance Committee presented the following list of claims covering bills for the month of October, 1942, in the sum of \$31,209.94 which had been checked by the Purchasing Agent and approved by them, and they recommend that the same be allowed.

#639	American National Bank	\$4798.12
#640	First Security Bank of Idaho	8359.27
#641	Abramson Tent and Awning	1.40
#642	Sam Abramson	13.15
#643	Acme Chemical Co.	39.75
#644	Acme Sanitary Supply Co.	19.30
#645	Hap Alzina	16.25
#646	American National Bank	2130.72
#647	American National Bank	3204.38
#648	Auto Parts Co.	68.77
#649	W. A. Baker Co.	3.10
#650	American National Bank	12.47
#651	Blasius Brothers	2.25
#652	Boise-Payette Co.	22.60
#653	Bonneville Auto Co.	6.22
#654	Bonneville Lumber Co.	20.96
#655	Boozer's Garage	13.56
#656	C. W. & M. Co.	12.16
#657	California Western States Life Insurance	29.10
#658	Chase Wild Animal Farm	6.00
#659	Clark Concrete Construction Corp.	112.94
#660	Columbia Equipment Co.	30.42
#661	Commercial Radio Equipment Co.	5.00
#662	Continental Oil Co.	2.31
#663	J. A. Coy Coal Co.	3.00
#664	Craggs Drugs	2.50
#665	Eastman Kodak Stores, Inc.	4.91
#666	Eastside Lumber Co.	34.12

#667	Eastside Paint Co.	1.20
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NOVEMBER 6, 1942

#668	Equitable Life Assurance Soc.	192.91
#669	Gradie S. Evans	10.00
#670	Firestone Auto Supply Co.	58.72
#671	First Security Bank of Idaho	12.99
#672	Frank's Saw Shop	2.20
#673	Fred Guderjohn	1084.00
#674	Harry's Flivver Shop	16.75
#675	Hedlund Hardware	8.58
#676	Clyde Hess distributor	123.50
#677	Hisgen Electric Co.	104.03
#678	Home Service Laundry	7.50
#679	Idaho Commoner	6.65
#680	Idaho Falls Animal Products Co.	33.60
#681	Idaho Falls Battery Co.	73.05
#682	Idaho Falls Electric Co.	21.77
#683	Idaho Falls Sheet Metal Works	5.64
#684	Idaho Falls Public Schools	3.00
#685	Idaho Falls Foundry	12.50
#686	Idaho Irrigation District	147.50
#687	Kuker-Ranken, Inc.	15.00
#688	Lovinger Disinfectant Co.	20.00
#689	Midland Elevators	15.18
#690	Montgomery Ward & Co.	3.86
#691	Mt. States Tel. & Tel. Co.	74.86
#692	Obrey's Welding Shop	5.00
#693	Oden Motor Supply Co.	80.14
#694	Harry L. Poole	34.45
#695	National Cash Register Co.	3.79
#696	Lee Page	35.00
#697	Paramount Flag Co.	5.12
#698	Pettit Typewriter Exchange	13.53
#699	The Post-Register	147.76
#700	Rhoda Price	1250.00
#701	Peter M. Ramsing	9.50
#702	Reed Hardware & Implement Co.	1.00
#703	Paul Roberts Machine Shop	23.52
#704	Sabra A. Roberts	2000.00
#705	Geo. M. Scott & Sons	8.80
#706	Shattuck Insurance Agency	181.64
#707	Sheehan's	15.70
#708	Shell Oil Company	602.38

#709	Smith-Hart Co.	1.45
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NOVEMBER 6, 1942

#710	Fay S. Smith	90.00
#711	Soft Water Co.	3.00
#712	Standard Oil Co.	47.96
#713	Standard Steel Works	14.00
#714	S. Stewart & Sons	39.60
#715	The Texas Co.	57.80
#716	Tri-State Lumber Co.	12.48
#717	Geo. C. Tway & Co.	6.75
#718	Western Auto Supply Co.	7.85
#719	Lee Walker, City Clerk	100.63
#720	Westmont Tractor & Equipment Co.	82.84
#721	F. W. Woolworth Co.	9.60
#722	Worthington Pump & Machinery Corp.	11.40
#723	Zion's Wholesale Grocery	2.40
#724	American National Bank	468.75
#725	first Security Bank of Idaho	638.75
#726	Auto Parts Co.	4.12
#727	C. W. & M. Co.	1.78
#728	Idaho Falls Sheet Metal Works	11.16
#729	Jack Kelly	6.60
#730	McCormick Deering Store	.90
#731	Meierotto Machine Shop	10.00
#732	Mt. States Tel. & Tel. Co.	5.75
#733	Obrey's Welding Shop	20.00
#734	Oden Motor Supply Co.	14.13
#735	Reed Hardware Co.	.83
#736	American National Bank	2623.05
#737	First Security Bank of Idaho	1396.61
#738	C. W. & M. Co.	3.40
#739	O. W. Ellingson	28.53
#740	General Electric Supply Corp.	39.16
#741	Idaho Falls Electric Co.	27.90
#742	Idaho Irrigation District	4.25
#743	Johnson Brothers Planing Mill	.90
#744	Mt. States Tel. & Tel. Co.	25.00
#745	Obrey's Welding Shop	19.00
#746	Lee Page	7.00
#747	Sheehan's	15.75
#748	United Seal Company	2.96
#749	Utah Power and Light Co.	8.60
#750	Lee Walker, City Clerk	21.25

NOVEMBER 6, 1942

It was moved by Crabtree, seconded by Sutton, that the bills for the month of October, 1942, in the sum of \$31,209.94 be allowed, and warrants be drawn on the proper funds in payment of same. Roll call voting Aye: Sutton, Crabtree, Freeman; Nay: None; Absent: Wasley; motion carried.

The following applications for building permits were read:

No. 2986	Signed by Ralph Bates
No. 2987	Signed by Virgil Leavitt
No. 2988	Singed by L. H. Buchanan
No. 2989	Signed by Wendell Hansen

It was moved by Sutton, seconded by Freeman, that the permits be approved. Roll call voting Aye: Freeman, Sutton, Crabtree; Nay: None; Absent: Wasley; motion carried.

The following letter was read:

November 4, 1942

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

Gentlemen:

The Bennett Flying Service has requested permission to build an addition approximately 20' x 30' on the north side of the hangar at the airport.

It is to be connected to the hangar and it will be necessary to remove a portion of the north wall containing three windows. The addition is to be used for an airplane inspection and servicing room in connection with the glider program to be instituted in the near future at the airport.

I hereby recommend that permission be granted for Mr. Bennett to make this addition to the hangar at his own expenses and under the supervision of Mr. Claude R. Black, City Engineer.

Respectfully submitted,
s/D. F. Richards, Supt.
I. F. Municipal Airport

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It was moved by Sutton, seconded by Freeman, that the request be held up for investigation. Roll call voting Aye: Freeman, Sutton, Crabtree; Nay: None; Absent: Wasley; motion carried.

The following memorandum of Agreement was read:

NOVEMBER 6, 1942

MEMORANDUM OF AGREEMENT
COVERING COMPLIANCE WITH WAR PRODUCTION BOARD ORDER L-94

The War Production Board has issued its Limitation Order L-94 which provides:

“(1) Each Utility shall so operate its reservoirs, generating plants, sub-stations, transmissions lines and other facilities and shall so interchange electric power with other Utilities as to achieve the maximum coordination of power supply for war production and essential civilian uses, and for relief of power shortages. Such operations shall, depending upon the supply and availability of fuel, water and generating capacity, include the following:

- (i) Make available the maximum peaking capacity during periods when such capacity is needed;
- (ii) Using water power to achieve the maximum conservation of fuel;
- (iii) Maintaining essential usable reservoir storage, without wasting water.”

The plants of the City of Idaho Falls, can during certain periods of the day, produce surplus water power beyond the City’s requirements, and at present this power is being wasted by spilling over the dams. It can be saved by an interconnection at 11,000 volts, between the system of the City and the Utah Power & Light Co.; at the City’s lower plant and the Power Company’s Sub-station, with resultant savings in fuel or increased peaking capacity. There may be occasions also, due to emergencies, when an interconnection between the systems of the City and the Power Company may be desirable, so that for the period of the war it seems desirable that the resources of each shall be devoted to the protection and preservation of electric service to meet the needs of the consumers of each in their homes, places of business, and on their farms.

Carrying out these purposes this Agreement made and entered into as of the 6th day of November, 1942, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, hereinafter called “City” and UTAH POWER AND LIGHT COMPANY, hereinafter called “Company”, WITNESSETH:

WHEREAS, both parties hereto own and operate facilities for the generation and distribution of electric power and can interchange such power between their respective systems; and

WHEREAS, the necessary facilities for interconnection between said systems are in place, and have been tested, and are now available for the delivery of power by either party to the other; and

WHEREAS, the parties hereto, in conformity with the Preamble to this Agreement, desire to make an interconnection to carry out the intent of Order L-94 and to afford protection to each other, to the war productions plants and to the public generally:

NOVEMBER 6, 1942

NOW, THEREFORE, in consideration of the mutual covenants herein contained it is agreed:

1. That while the United States continues to be engaged in war and to make available to the war effort any excess power the City may have, the heretofore mentioned interconnection shall be placed in service so that the excess power may be made useful to the war effort. The City hereby agrees to sell this excess power and the Company agrees to buy it at the rate of one and one-half (1 ½) mills per kilowatt hour.

2. Each party will furnish and maintain all metering equipment required for measuring the power and energy delivered to the other and will from time to time as requested by the receiving party make such tests or checks as may be reasonably required to determine the accuracy thereof.

3. That on or before the 10th day of each month, each party will render to the other, billing for all services rendered by such party during the calendar month preceding. Payment by the receiving party, without offset for any services it may have rendered, shall be made on or before the last day of the month in which such billing is received. It is the intent of this paragraph that each party will bill the other for all services delivered and that payment will be made in full by each to the other in accordance with the rates and charges to be fixed as hereinabove provided.

4. That each party will use all reasonable diligence so to operate its respective property and system as to avoid injury to the property and system of the other, and each party shall take care of all liability for injuries to persons or damages to property occurring on its own lines or property; each party shall take care of all injuries to its own employees wherever occurring and shall indemnify the other against all liability on account of the aforesaid, whatever the cause of said injury or damage may be.

5. That the term of this Agreement is limited to the war emergency and is entered into due to the exigencies thereof; but neither party hereby assumes any obligation whatsoever to hold in reservation or maintain any energy or equipment for the purpose of supplying energy to the other.

6. This Agreement may be cancelled by either party upon thirty days' notice to the other.

EXECUTED IN DUPLICATE THIS 6th day of November, 1942, by the parties hereto acting by, and through their respective officers and officials, all thereunto duly authorized.

NOVEMBER 6, 1942

ATTEST:
s/ Lee Walker
City Clerk

CITY OF IDAHO FALLS
s/ E. W. Fanning
Mayor

ATTEST:
s/ _____
Assistant Secretary

UTAH POWER & LIGHT
s/ G. M. Gadsby
President

It was moved by Freeman, seconded by Crabtree, that the Mayor be authorized to sign the Agreement. Roll call voting Aye: Sutton, Crabtree, Freeman; Nay: None; Absent: Wasley; motion carried.

It was moved by Sutton, seconded by Crabtree, that the City Treasurer be authorized to purchase \$2,000.00 worth of war bonds out of the meter deposit account. Roll call voting Aye: Freeman, Sutton, Crabtree; Nay: None; Absent: Wasley; motion carried.

It was moved by Freeman, seconded by Crabtree, that the Meeting adjourn. Roll call voting Aye: Freeman, Sutton, Crabtree; Nay: None; Absent, Wasley; motion carried.

Passed and approved this 20th day of November, 1942.

ATTEST: s/ Lee Walker
CITY CLERK

s/ E. W. Fanning
MAYOR
