

OCTOBER 18, 1935

Minutes of a Regular Meeting of the City Council of the City of Idaho Falls, Idaho, held October 18th, 1935.

There were present at said Meeting: Barzilla W. Clark, Mayor; Lee Walker, City Clerk; Councilmen Crowley, Wright, Evans, Wilkie, Crabtree, Wing, Gourley, Ewart; Absent: None; when the following proceedings were had to wit:

Minutes of the last Regular Meeting were read and approved.

Application for Beer License signed by Harold Bybee at 226 Eagle Rock Street was read. It was moved by Wilkie, seconded by Wing, that the license be granted. Roll call voting Aye: Wright, Evans, Wilkie, Crabtree, Wing, Gourley, Ewart, Crowley; Nay: None; Motion carried.

The following applications for building permits were read:

- No. 1235 signed by Jacob Schmier
- No. 1236 signed by Mrs. Z. J. Later
- No. 1238 signed by C. A. Smith
- No. 1239 signed by M. P. Goudy
- No. 1240 signed by Crowley Brothers

It was moved by Gourley, seconded by Wright, that the permits be approved. Roll call voting Aye: Evans, Wilkie, Crabtree, Wing, Gourley, Ewart, Crowley, Wright; Nay: None; Motion carried.

Automobile Policy issued to Fred L. Kellar covering insurance on four taxicabs was read. It was moved by Crowley, seconded by Wilkie, that the policy be accepted. Roll call voting Aye: Wilkie, Crabtree, Wing, Gourley, Ewart, Crowley, Wright, Evans; Nay: None; Motion carried.

The following Sale Contract was read:

SALE CONTRACT

THIS AGREEMENT MADE AND ENTERED INTO this 10th day of October, A. D. 1935, by and between EASTERN IDAHO LOAN & TRUST COMPANY, a corporation, and JOHN M. SHEARER, AND JULIA, his wife, all of the City of Idaho Falls, Idaho, hereinafter called the party of the second part, WITNESSETH:

The parties of the first part agree to sell to the party of the second part, on the performance of the agreements of the party of the second part as hereinafter mentioned, and convey, or cause to be conveyed by the legal owners thereof, by good and sufficient warranty deed, free of liens and encumbrances, excepting any that may have attached by reason of any act or deed of the said party of the second part, and excepting any lien to which this Agreement is expressly made subject, the following described real estate situate in the County of Bonneville, State of Idaho, to-wit:

Commencing at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 38 EBM,

running thence East along the North line of said Quarter Section 520 feet, thence South 848.2 feet, thence West 507 feet, thence North along the West

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line of said Quarter Section 848.2 feet to the point of beginning, containing 10 acres, more or less, together with all ditch and water rights thereto appertaining.

And the party of the second part agrees to buy said described premises and to pay to the parties of the first part therefore the sum of Seventy-five Hundred Dollars payable in lawful money on the United States and in manner as follows: Five Hundred Dollars, cash on delivery of this contract, the receipt whereof is hereby acknowledged: Thirty-five Hundred Dollars, on July 1, 1936; Five Hundred Dollars on August 10, 1936; Five Hundred Dollars on September 10, 1936; Five Hundred Dollars on October 10, 1936; Five Hundred Dollars on November 10, 1936; Five Hundred Dollars on December 10, 1936; Five Hundred Dollars on January 10, 1937; and Five Hundred Dollars on February 10, 1937. Said deferred balances shall not bear interest prior to maturity, but if not paid when due, said deferred balances shall bear interest after maturity at the rate of six% per annum.

The parties of the first part shall pay all taxes and water assessments levied against said premises up to and including the year 1935. The party of the second part shall pay all taxes and water assessments that may be levied against the above-described premises from and after the year 1935.

Parties of the first part shall retain possession of the above described premises until the final installment is paid on this contract, at which time possession shall be delivered to second party.

If any default is made in the payment of any installment at the time herein limited, or within 30 days thereafter, this agreement shall, at the option of the parties of the first part, become null and void. But if the second part shall make the payments herein stipulated as the same become due, or within 30 days thereafter, the first parties, on receiving the amount due under the terms of this contract, will execute and deliver to the second party, or its assigns, a warranty deed conveying the above described premises and will also deliver an abstract of title showing fee simple title to said premises in the first parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their corporate behalf by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, and the individual parties have hereunto set their hands and seals, all in the day and year first above written."

It was moved by Ewart, seconded by Crabtree, that the Mayor be authorized to sign the above contract. Roll call voting Aye: Crabtree, Wing, Gourley, Ewart, Crowley, Wright, Evans, Wilkie; Nay: None; Motion carried.

Claim for \$500.00 signed by Eastern Idaho Loan & Trust Co. by W. L. Shattuck, Pres., covering down payment on ten acres of land adjoining City Cemetery was read. It was moved by Crowley, seconded by Wright, that the claim be allowed. Roll call voting Aye: Wing, Gourley, Ewart, Crowley, Wright, Evans, Wilkie, Crabtree; Nay: None; Motion carried.

The following Resolution and Notice of Sale were read:

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RESOLUTION

WHEREAS, the City of Idaho Falls, Idaho, is the owner of the following described property:

Beginning at the Northwest corner of Lot 7 of Block 8, of Dwight's Addition to the City of Idaho Falls, Idaho, and running thence East along the North property line of said Block 8, 107.9 feet to the Westerly line of Yellowstone Highway, thence South 36 degrees 25' W. 154.2 feet along the Westerly line of said Yellowstone Highway to the South property line of said Lot 7, Block 8; thence West along the said South property line of Lot 7, 16.2 feet to the Southwest corner of said Lot 7, thence North along the West property line of said Lot 7, 124 feet to the point of beginning, being a portion of Lots 3, 4, 5, 6 and 7 of Block 8 of Dwight's Addition to the City of Idaho Falls, Idaho.

WHEREAS, said property was not acquired or used as a public park, playground or public building site and is not needed for municipal purposes,

NOW, THEREFORE, BE IT RESOLVED, that said property be offered for sale at private sale and that the Clerk publish notice of intention to sell said property as provided by law."

NOTICE

Public notice is hereby given that the City of Idaho Falls, Idaho, will sell at private sale the following described real property:

Beginning at the Northwest corner of Lot 7 of Block 8, of Dwight's Addition to the City of Idaho Falls, Idaho, and running thence East along the North property line of said Block 8, 107.9 feet to the Westerly line of the Yellowstone Highway, thence South 36 degrees 25' West 154.2 feet along the Westerly line of the Yellowstone Highway to the South property line of said Lot 7, Block 8; thence West along the said South property line of Lot 7, 16.2 feet to the Southwest corner of said Lot 7; thence North along the West property line of said Lot 7, 124 feet to the point of beginning, being a portion of Lots 3, 4, 5, 6 and 7 of Block 8 of Dwight's Addition to the City of Idaho Falls, Idaho,

to the highest and best bidder for cash. Said bids must be submitted in writing to the City Clerk on or before November 1st, 1935. The City reserves the right to reject any and all bids. It was moved by Wright, seconded by Ewart, that the Resolution be adopted and the Notice of Sale be published in two issues of the Post Register, the official newspaper of the City of Idaho

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Falls. Roll call voting Aye: Gourley, Ewart, Crowley, Wright, Evans, Wilkie, Crabtree, Wing; Nay: None; Motion carried.

An Ordinance entitled, "AN ORDINANCE PROVIDING THAT PLACES OF BUSINESS SELLING AT RETAIL, BEVERAGES CONTAINING ONE-HALF OF ONE PER CENT OF ALCOHOL , OR MORE, SHALL BE CLOSED FROM TWELVE O'CLOCK MIDNIGHT TO 6:00 A. M., PROVIDING THAT IT SHALL BE UNLAWFUL TO HAVE MUSIC OR PERMIT DANCING IN SUCH PLACES OF BUSINESS, AND PRESCRIBING PENALTIES FOR THE VIOLATION THEREOF" was read in full by the Clerk.

It was moved by Wilkie, seconded by Wing, that Section 2 of the above Ordinance be stricken out. Roll call voting Aye: Evans, Wilkie, Wing; Nay: Ewart, Crowley, Wright, Crabtree; Pass: Gourley; Motion lost.

It was moved by Crowley, seconded by Ewart, that the City Engineer and Street Commissioner repair the storm sewer to keep pulp smell from escaping from sewer on Shoup Avenue. Roll call voting Aye: Crowley, Wright, Evans, Wilkie, Crabtree, Wing, Gourley, Ewart; Nay: None; Motion carried.

It was moved by Ewart, seconded by Evans, that the Finance Committee and City Attorney prepare a new contract that is satisfactory to the General Electric Co. covering the generator, exciter, etc. purchased for the new unit for Hydro-Electric Plant No. 2. Roll call voting Aye: Wright, Evans, Wilkie, Crabtree, Wing, Gourley, Ewart, Crowley; Nay: None; Motion carried.

It was moved by Wilkie, seconded by Ewart, that the Meeting adjourn. Roll call voting Aye: Evans, Wilkie, Crabtree, Wing, Gourley, Ewart, Crowley, Wright; Motion carried.

Passed and approved this 1st day of November, 1935.

ATTEST: s/ Lee Walker
CITY CLERK

s/ Barzilla W. Clark
MAYOR
