

**JULY 9, 1981**

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The City Council of the City of Idaho Falls met in Regular Meeting, Thursday July 9, 1981 at 7:30 P.M. in the Council Chamber in Idaho Falls, Idaho. There were present at said Meeting: Mayor Tom Campbell; Councilmen Art Chandler, Mel Erickson, Wes Deist, Paul Hovey, and Sam Sakaguchi. Absent: Councilman Ralph Wood. Also present: Velma Chandler, City Clerk; Arthur Smith, City Attorney; and all other available Division Directors.

Minutes of the last Recessed Regular Meeting held on June 23rd and a Special Meeting held June 30th, 1981 were read and approved.

At the invitation from the Mayor, Mr. John K. Blacker came forward to the Council Table. Mayor Campbell presented a Class I Idaho Wastewater Operator Certificate to Mr. Blacker and told him, that the City Officials were proud to have him working for the City of Idaho Falls. Mr. Blacker then received a congratulatory handshake from all City Officials around the Council Table.

The Mayor announced that this was the time and the place, as legally advertised, to conduct a public hearing to consider a request for a variance to locate a lighted pole sign on S. Skyline Drive, between Broadway and Carmel Drive, and called upon Councilman Chandler, as chairman of the Planning and Zoning Committee to conduct the hearing.

At the request of Councilman Chandler, the City Clerk read this explanatory memo from the City Planner:

City of Idaho Falls  
July 2, 1981

MEMORANDUM

TO: Mayor and City Council  
FROM: Rod Gilchrist  
SUBJECT: REQUEST FOR VARIANCE - LIGHTED POLE SIGN IN R-3A ZONE

Attached is a copy of a variance requesting permission to locate a lighted pole sign on S. Skyline Drive, between Broadway and Carmel Drive, in the R-3A zone. This sign would be advertising a proposed business which would be located in the C-1 zone adjacent to this property.

This request is made necessary inasmuch as the Zoning Ordinance does not permit a lighted pole sign and the Sign Code does not permit off-premises advertising in the R-3A zone.

This matter is now being submitted to the Mayor and City Council for your consideration.

s/ Rod Gilchrist

Councilman Chandler located the area for the proposed sign and then asked if there was anyone present who wished to speak in favor of the request. There was no one who appeared to speak in favor. Chandler then asked if there was anyone present who wished to speak against this variance request.

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Mr. Randy Gentillion, 305 S. Skyline, appeared briefly stating that he was a member of the Board of Directors for Imperial Gardens Condominiums. He said he felt this sign placement would encourage traffic to use the entrance along Skyline Drive and that Skyline Drive is not equipped to handle the added traffic. He said that the residents did not need a lighted sign shining into their bedroom windows all night.

There being no one else who appeared to speak against the granting of this variance, Councilman Chandler asked for questions or comment from Councilmen. During the discussion, it was determined that the sign would not be located on the same property as the restaurant, that the requested height of the sign exceeded the height allowed in the present zoning and, that the present zoning did not allow a flashing type of sign. Councilman Hovey registered concern that, if this variance was granted, it would be precedent setting for future businesses in the area. Councilman Erickson stated that the sign as proposed did not meet City Code in either height or type of sign permitted. There being no further comment, it was moved by Councilman Chandler, seconded by Sakaguchi, that the variance be granted. There being no further comment, it was moved by Councilman Chandler, seconded by Sakaguchi, that the variance be granted, subject to the provision that the sign meets all requirements provided within the City Code for an R3-A zone. Roll call as follows: Ayes, Councilmen Sakaguchi, Chandler, and Erickson; No, Councilman Deist and Hovey; carried.

The Mayor announced that this was the time and the place, as advertised, to conduct a public hearing to consider a request for a variance to allow the temporary placement to two trailers at the corner of 10th Street and Boulevard, and asked Councilman Chandler to conduct the hearing. Chandler asked the City Clerk to read this memo from the City Planner:

City of Idaho Falls  
July 2, 1981

MEMORANDUM

TO: Mayor and Council  
FROM: Rod Gilchrist  
SUBJECT: REQUEST FOR VARIANCE - TEMPORARY PLACEMENT OF TRAILERS

Attached is a copy of a request for a variance submitted by United Geophysical Corp. for the temporary placement of two (2) trailers at the corner of 10th Street and Boulevard. This property is now coupled by an abandoned service station.

One of the trailers is a semi-type trailer which would house technical equipment, and the other is converted mobile home which would serve as office space. Both units are used in connection with seismographic exploration.

This matter is now being submitted to the Mayor and City Council for consideration.

s/ Rod Gilchrist

Councilman Chandler explained what is proposed for this variance. Chandler then asked if there was anyone present who would like to speak in favor of the proposal.

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Mr. Scott Budd, General Manager of United Geophysical Corporation, appeared and gave the reason for this request. He said that they only planned to use this location for approximately thirty days and, under no circumstances, would it be needed for longer than forty-five days.

Councilman Chandler then invited anyone present who wished to speak against this variance request to be heard at this time.

Mrs. Lyn Ellwein, 179 11th Street, appeared briefly to state that she did not like to see the precedence of using the area as a parking lot as, in her opinion, this type of usage deteriorates the residential value and aesthetic atmosphere of the area. Mr. Budd re-appeared to state that the trucks would not be continually parked on the lot after their work begins and that his firm had already cleaned up the lot and will continue to keep it clean for the period they occupy the premises. He said that, whether or not the trailers are allowed, the firm will use the lot for the period they have rented the lot, as the present zoning allows the parking of trucks on the lot, without a variance.

This letter of protest from Les McCray was then read:

July 5, 1981

Thomas Campbell, Mayor  
City of Idaho Falls  
308 "C" Street  
Idaho Falls, Idaho 83401

Dear Tom,

It is my understanding that one of the items of business to be discussed by the members of the City Council and yourself on July 9, 1981 concerns a proposed variance to allow the placement of two mobile homes on the southeast corner of 10th and Boulevard. Since I cannot be in town that evening, I felt I must write and express the opposition of myself and my wife, Joanne, to any such variance.

When we moved to Idaho Falls, 6 years ago, we looked for and bought a home in one of the best older residential areas of town. The placement of mobile homes in this area would not only be an eyesore but out of place with the existing structures.

If the proponents of the variance are looking for some sort of income from the property in question, we would have no opposition to the construction of a permanent structure.

We certainly hope that the Council and yourself will deny the variance in question. Thanking you in advance.

s/ Les McCray  
121 11th Street  
Idaho Falls, Idaho 83401

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Mr. Gary Ellwein, 170 11th Street, appeared briefly to state that the important point he would like to make was that the area residents would like to “nip in the bud” the usage of this property for activities that should take place in an industrial park and not in a residential neighborhood. During the discussion that followed, Mr. Ellwein’s comments, it was brought out that the area had been zoned C-1 for many years and said zoning allowed any type of retail business to operate in that area. There being no further comment, it was moved by Councilman Chandler, seconded by Sakaguchi, that the variance be granted for temporary placement of trailers, not to exceed sixty days. Roll call as follows: Ayes, 5; No, none; carried.

The Mayor announced that this was the time and the place, as advertised, to conduct a public hearing to consider proposed amendments to the Zoning Ordinance, and called upon Councilman Chandler to conduct the hearing. Councilman Chandler asked the City Clerk to read this memo from the City Planner:

City of Idaho Falls  
July 2, 1981

MEMORANDUM

TO: Mayor and Council  
FROM: Rod Gilchrist, Planning and Building Director  
SUBJECT: PROPOSED AMENDMENT TO ZONING ORDINANCE  
NO. 1115

Attached is a copy of the proposed amendment to the City Zoning Ordinance regarding the required size of off-street parking spaces. This proposed amendment deletes the required size for painted parking stalls, but retains the requirement for 200 square feet per space to be used in calculating the total required parking area.

This amendment was recently considered by the Planning Commission and, at that time, they unanimously recommended approval. This Department concurs with the recommendation of the Commission and the matter is now being submitted to the Mayor and Council for consideration.

s/ Rod Gilchrist

Councilman Chandler stated that these proposed amendments had been discussed at several work sessions and he felt that the Council was in a position to pass the Ordinance, which would amend the required size of off-street parking spaces. Therefore, the following captioned ordinance was presented:

**ORDINANCE NO. 1687**

AN ORDINANCE REPEALING AND RE-ENACTING SECTIONS 4-23F AND 4-23I OF THE ZONING ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, ORDINANCE NO. 1115; SETTING FORTH RULES FOR COMPUTATION; DEFINING THE TERM “PARKING SPACE” AND ELIMINATING THE REQUIREMENT THAT PARKING SPACES BE OF A CERTAIN DIMENSION; PROHIBITING USE OF PARKING SPACES FOR DRIVEWAYS, AISLES, OR OTHER REQUIRED IMPROVEMENTS; SETTING FORTH EFFECTIVE DATE THEREOF.

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The foregoing ordinance was presented in title. It was moved by Councilman Chandler, seconded by Sakaguchi, that the provisions of Section 50-902 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 50-902 OF THE IDAHO CODE REQUIRING ALL ORDINANCES TO BE READ ON THREE SEVERAL DAYS BE DISPENSED WITH?" Roll call as follows: Ayes, 5; No, none; carried. 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, 5; No, none; carried.

Noting from the agenda that annexation proceedings for Al-Sid Addition had been recessed until this night, Mayor Campbell asked Councilman Chandler to proceed with this part of the meeting. Councilman Chandler stated that the developer had requested a further recess of these proceedings. Therefore, it was moved by Councilman Chandler, seconded by Sakaguchi, that consideration of annexation proceedings for Al-Sid Addition be recessed until July 23, 1981, at which time action must be taken or this matter will be stricken from the calendar. Roll call as follows: Ayes, 5; No, none; carried.

Annexation Proceedings for Lakewood Aspens Subdivision were then considered. The City Clerk read this explanatory memo from the City Planner:

City of Idaho Falls  
July 2, 1981

MEMORANDUM

TO: Mayor and City Council  
FROM: Rod Gilchrist, Planning and Building Director  
SUBJECT: FINAL PLAT, ANNEXATION AND INITIAL ZONING AND  
PLANNED UNIT DEVELOPMENT - LAKEWOOD ASPENS

Attached are copies of the Final Plat, Annexation Ordinance, and Annexation Agreement and development plan for the Lakewood Aspens Subdivision. This is a proposed two-lot subdivision; one lot being proposed as a church site, and the other as a low-density planned unit development.

This matter was recently considered by the City Planning Commission and, at that time, it was recommended that the property be annexed to the City, the Final Plat be approved, and an initial zoning of R-1 be established. It was also recommended the development plan for the planned unit development be approved.

This Department concurs with the recommendation of the Commission and the matter is now being submitted for your consideration.

s/ Rod Gilchrist

The City Planner located the area on a map on the wall.

Mr. Lee Gagner, representing the developer, appeared to state that he would answer questions if there be any.

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Councilman Sakaguchi stated that he had seen this type of development in other cities and he did not like what he had seen or the smell that was present because of the stagnant water. Mr. Gagner explained that steps have been taken to filter the water and his engineers feel there should be no odor problem in this development. There being no further questions, nor comment, it was moved by Councilman Chandler, seconded by Sakaguchi, that the City Council accept the final plat for Lakewood Aspens and the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 5; No, none; carried.

It was then moved by Councilman Chandler, seconded by Sakaguchi, that the annexation agreement for Lakewood Aspens be approved, subject to final review of the City Attorney for all proper signatures, and authorize the Mayor and City Clerk to sign. Roll call as follows: Ayes, 5; No, none; carried.

**ORDINANCE NO. 1688**

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS; DESCRIBING SAID LANDS AND DECLARING SAME A PART OF THE CITY OF IDAHO FALLS, IDAHO. (LAKEWOOD ASPENS AND VO-TECH PROPERTY)

The foregoing ordinance was presented in title. It was moved by Councilman Chandler, seconded by Sakaguchi, that the provisions of Section 50-902 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 50-902 OF THE IDAHO CODE REQUIRING ALL ORDINANCES TO BE READ ON THREE SEVERAL DAYS BE DISPENSED WITH?" Roll call as follows: Ayes, 5; No, none; carried. 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, 5; No, none; carried.

The Mayor announced that this was the time and the place to conduct a public hearing to consider the initial zoning of the newly annexed Lakewood Aspens Sub-division. It was moved by Councilman Chandler, seconded by Sakaguchi, that the zoning of R-1 be established for Lakewood Aspens Sub-division as recommended. Roll call as follows: Ayes, 5; No, none; carried.

It was also moved by Councilman Chandler, seconded by Sakaguchi, that the Planned Unit Development for this area be approved as presented. Roll call as follows: Ayes, 5; No, none; carried.

Annexation proceedings for Old Fashion Way, Division #4 were then presented. At the request of Councilman Chandler, the City Clerk read this memo:

City of Idaho Falls  
July 2, 1981

MEMORANDUM

TO: Mayor and Council  
FROM: Rod Gilchrist  
SUBJECT: ANNEXATION, FINAL PLAT & INITIAL ZONING - OLD FASHION WAY, DIVISION #4

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Attached is a copy of the Final Plat, Annexation Agreement, and Annexation Ordinance for the above described property. This is a proposed residential subdivision containing 24 lots.

This matter was recently considered by the City Planning Commission and, at that time, they recommended approval of the plat, annexation to the City and initial zoning of R-1. This Department concurs with that recommendation and the matter is now being submitted to the Mayor and Council for their consideration.

s/ Rod Gilchrist

Councilman Chandler explained that the required papers had not been submitted nor had the fees been paid to initiate consideration of this area. Therefore, it was moved by Councilman Chandler, seconded by Sakaguchi, that the annexation of Old Fashion Way, Division No. 4 be denied. Roll call as follows: Ayes, 5; No, none; carried.

The City Clerk requested Council ratification of the publishing of a legal notice calling for a public hearing, held this night, to consider the placement of a lighted pole sign in an R-3A zone. It was moved by Councilman Hovey, seconded by Chandler, that the Council ratify the previous action of the City Clerk in publishing this legal notice. Roll call as follows: Ayes, 5; No, none; carried.

The City Clerk also asked for ratification of the publishing of a legal notice calling for a public hearing, held this night, to consider the placement of two mobile homes to be used by United Geophysical Corporation. It was moved by Councilman Hovey, seconded by Chandler, that this action, also, be duly ratified. Roll call as follows: Ayes, 5; No, none; carried.

The City Clerk requested ratification of the forwarding of a damage claim, in the name of John Archie Rice, to the City's Liability Insurance Carrier on June 26th, without formal Council approval:

SPENCER E. DAW  
of JUST, COMBO AND DAW  
ATTORNEY AT LAW  
452 "D" Street  
P. O. Box 1057  
Idaho Falls, Idaho 83401  
(208) 529-1051

Velma Chandler  
308 "C" Street  
Idaho Falls City Building  
Idaho Falls, Idaho 83401

Dear Ms. Chandler:

This claim is submitted on behalf of Mr. John Archie Rice of 677 Holbrook, Idaho Falls, Idaho. Mr. Rice is now and had been for a period of at least six months before the incident in question occurred a resident of the State of Idaho residing in the City of Idaho Falls, County of Bonneville.

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Mr. Rice is providing notice of the herein claim pursuant to Idaho Code Sections 6-905, 906, and 907, during the time period of approximately 5:00 p.m. to 9:00 p.m. inclusive. This claim is made jointly and severally against the City of Idaho Falls, the Idaho Falls Police Department, and County of Bonneville. On or about the 27th day of February, 1981, at approximately 5:00 p.m. Mr. Rice was arrested for Petty Larceny at the Payless Shoe Source Store in Idaho Falls, Idaho, by Officer Brent Lawrence and Sargent Coddling of the Idaho Falls Police Department. At the time of the arrest, both of the before-named officers were involved in placing handcuffs on the wrists of Mr. Rice so that his arms were behind his back. At that time, Mr. Rice was transported to the Bonneville County Jail to be booked on the charge of Petty Larceny. While in the confinement of the Bonneville County Jail booking area, Sargent Coddling and/or another unknown officer or officers proceeded to further restrain Mr. Rice. This restraint was accomplished by bending Mr. Rice's arms up behind his back at such an angle and to such a degree that Mr. Rice sustained a chipped bone in his right elbow. Mr. Rice was at that time transported to the Riverview Hospital Facility in Idaho Falls where Mr. Gilbert diagnosed and treated the injury.

Excessive and unnecessary force was used by the above-named members of the Idaho Falls Police Department in subduing and restraining Mr. Rice while in the confines of the Bonneville County Jail. This excessive and unnecessary force resulted in a major injury to Mr. Rice's person with the concomitant pain, suffering, emotional distress, lack of earning ability, lack of mobility, and medical expenses of such an injury.

Mr. Rice is submitting this claim for \$25,000.00 in damages.

I am authorized and hereby do submit this claim and provide this notice in behalf of Mr. John Archie Rice.

DATED this 26th day of June, 1981.

s/ Spencer E. Daw  
Attorney at Law

SUBSCRIBED AND SWORN to before me this 26th day of June, 1981.

s/ Marvin R. Stucki  
Notary Public

It was moved by Councilman Hovey, seconded by Chandler, that this previous action of the City Clerk be ratified. Roll call as follows: Ayes, 5; No, none; carried.

Bills for the month of June, having been properly audited by the Fiscal Committee, were presented:

	<u>GENERAL</u>	<u>STREET</u>	<u>AIRPORT</u>	<u>WATER/SEWER</u>
MAT/SERV: \$	566,414.85	\$ 37,501.81	\$ 28,391.40	\$ 195,570.84
SALARY:	<u>402,951.18</u>	<u>23,586.89</u>	<u>11,229.70</u>	<u>50,761.24</u>
TOTAL: \$	969,366.03	\$ 61,088.70	\$ 39,621.10	\$ 246,332.08

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	<u>ELECTRIC</u>	<u>SANITATION</u>	<u>RECREATION</u>	<u>MUN CAP IMP</u>
MAT/SERV: \$	556,401.69	\$ 36,653.34	\$ 11,184.88	\$ 33,459.38
SALARY:	<u>85,538.23</u>	<u>27,615.10</u>	<u>13,797.85</u>	<u>.00</u>
TOTAL:	\$ 641,939.92	\$ 64,268.44	\$ 24,982.73	\$ 33,459.38

  

	<u>LIBRARY</u>	<u>BRIDGE/ART ST</u>	<u>COMM DEV</u>	<u>CITY TOTALS</u>
MAT/SERV: \$	4,608.57	\$ 1,290.00	\$ 72,543.77	\$1,544,020.53
SALARY:	<u>18,491.08</u>	<u>.00</u>	<u>1,791.60</u>	<u>635,762.87</u>
TOTAL:	\$ 23,099.65	\$ 1,290.00	\$ 74,335.37	\$2,179,783.40

It was moved by Councilman Hovey, seconded by Chandler, that the City Controller be authorized to pay all bills as listed on the computerized print-out. Roll call as follows: Ayes, 5; No, none; carried.

Reports from Division and Department Heads for the month of June, were presented, and, there being no question or objections, were accepted by the Mayor and ordered placed on file in the Office of the City Clerk.

License applications for: MASTER PLUMBER, Hills Plumbing, Crawford's Plumbing; JOURNEYMAN PLUMBER, Robert E. Hill, Stephen C. Crawford; ITINERANT MERCHANT, Plant Lot, Chuck Edgell; AUCTIONEER, William "Bill" Powell; DANCE HALL, Buster's; FIREWORKS STAND, Skyline IGA Store, Slusser Wholesale, Inc., Westfield Plaza, Exchange Plaza, Westgate Amoco, Hall Park Shopping Center; BARTENDER, Carmen H. Van Sice, Jack Robert Blake, Jay Sawyer, Glenda M. Bates, Pauline Nield, Nita L. Kuntz, Sle Montague, William D. Morrow, Carma Johnson; BEER (NOT TO BE CONSUMED ON THE PREMISES), Peddler's Wagon, Ann L. Littleton; RETAIL WINE, Peddler's Wagon; WINE BY THE DRINK, Cliff House; PUBLIC RIGHT-OF-WAY, Edstrom Construction, Inc., were presented. It was moved by Councilman Erickson, seconded by Deist, that these licenses be issued, subject to the approval of the appropriate Division Director, where required. Roll call as follows: Ayes, 5; No, none; carried.

The City Clerk reported that an Itinerant Merchant's License had been issued to Chuck Edgell. It was noted that this license had been issued with the approval of the Mayor and the Police Chief, but without Council approval. It was moved by Councilman Erickson, seconded by Deist, that the Council ratify the previous action in issuing the above-described license. Roll call as follows: Ayes, 5; No, none; carried.

From the General Services Director, came this memo:

City of Idaho Falls  
July 7, 1981

MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Chad Stanger, General Services Director  
SUBJECT: CONSTRUCTION CONTRACT - C & H CONSTRUCTION, INC.

Attached is a change order for the contract with C & H Construction, Inc. dealing with modifications to the work on the Fire Department offices and adjacent hallway at City Hall. The change order reflects miscellaneous additions and deletions with a net addition to the contract amount of \$3,598.56.

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It is the recommendation of the General Services Division that the City Council approve these changes and authorize the Mayor and City Clerk to sign the change orders.

s/ Chad Stanger

It was moved by Councilman Erickson, seconded by Chandler, that the change order for the contract with C & H Construction, Inc., dealing with modifications to the work on the Fire Department Offices and adjacent hallway at City Hall, be accepted. Roll call as follows: Ayes, 5; No, none; carried.

From the Public Works Director, came this memo:

City of Idaho Falls  
July 8, 1981

MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Donald F. Lloyd, P. E.  
SUBJECT: AMENDMENT TO ENGINEERING CONTRACT

We are attaching hereto an Amendment to an Engineering Contract with Forsgren and Perkins. This contract is for completing the design of a five-lane bridge on Lincoln Road over the Idaho Canal. Basically, the Amendment changes the original percentage fee contract to a fixed fee of \$17,000.00. Additional services described in the amended Contract, if and/or when directed at a cost plus fee, not to exceed \$4,900.00 total.

Public Works Committee is recommending that the Mayor and City Clerk be authorized to sign City's approval, subject to a final review and approval from the City Attorney's office.

s/ Donald F. Lloyd

It was moved by Councilman Sakaguchi, seconded by Deist, that the City Council approve the Amendment to the Engineering Contract with Forsgren and Perkins, subject to final review by the Legal Department, and the Mayor and Clerk be authorized to sign. Roll call as follows: Ayes, 5; No, none; carried.

From the Fire Chief came this memo:

City of Idaho Falls  
July 7, 1981

MEMORANDUM

TO: Honorable Mayor and Members of the City Council  
FROM: Douglas C. Call, Fire Chief  
SUBJECT: CONTRACT RENEWAL BETWEEN CITY OF IDAHO FALLS,  
BONNEVILLE COUNTY, AND IDAHO FALLS  
CONSOLIDATED HOSPITALS

**JULY 9, 1981**

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The Contract Renewal between the City of Idaho Falls, Bonneville County, and the Idaho Falls Consolidated Hospitals for non-emergency patient transportation between hospital facilities is presented for your approval.

The only change in the Contract Renewal is that it is for a period of six months instead of one year.

I recommend that this Contract be approved.

s/ Douglas C. Call

It was moved by Councilman Hovey, seconded by Erickson, that the Contract be approved with the change from a period of one year to six months, as recommended. Roll call as follows: Ayes, 5; No, none; carried.

Mayor Campbell appointed the firm of Galusha, Higgins, and Galusha as auditors for the 1981-82 fiscal year. It was moved by Councilman Hovey, seconded by Chandler, that this action of the Mayor be confirmed. Roll call as follows: Ayes, 5; No, none; carried.

City Attorney Smith presented and explained the following captioned ordinance:

**ORDINANCE NO. 1689**

AN ORDINANCE REPEALING AND RE-ENACTING SECTION 3-6-1, CITY CODE OF IDAHO FALLS, IDAHO, BEING A PART OF THE GOLF ADVISORY BOARD ORDINANCE; INCREASING THE VOTING MEMBERSHIP OF SAID BOARD FROM FIVE TO NINE MEMBERS AND INCREASING NON-VOTING MEMBERSHIP; SETTING FORTH THE QUALIFICATIONS OF SUCH MEMBERS; PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

It was noted that Ordinance No. 1680A had recently been passed, but a correction was deemed necessary thus this Ordinance No. 1689 would correct the error. The foregoing ordinance was presented in title. It was moved by Councilman Erickson, seconded by Deist, that the provisions of Section 50-902 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 50-902 OF THE IDAHO CODE REQUIRING ALL ORDINANCES TO BE READ ON THREE SEVERAL DAYS BE DISPENSED WITH?" Roll call as follows: Ayes, 5; No, none; carried. 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, 5; No, none; carried.

The City Attorney then presented the following Resolution updating City Regulations to new Federal and State Energy Laws concerning the City's right to buy excess wholesale energy from private sources:

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**RESOLUTION (Resolution No. 1981-06)**

Re: Implementing PURPA OF 1978

WHEREAS, pursuant to the Public Utility Regulatory Policies Act (PURPA) of 1978 (16 U.S.C. § 824a-3) and the regulations issued pursuant thereto, the City Electric Light Division (hereinafter called "City") is required to purchase electric power from and sell electric power to qualifying co-generation and small power production facilities; and,

WHEREAS, the City desires to comply with such Act and the regulations issued pursuant thereto;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Idaho Falls, Idaho:

1. Statement of Policy. That the City by these presents hereby adopts the following policy regarding the purchase and sale of electric power to and from qualifying co-generation and small power production facilities as defined by Section 201 of PURPA.

2. General Policies.

A. The City shall interconnect to the Consumer's generating facilities and will purchase electric energy or capacity or both, according to Section One hereinbelow.

B. The City shall maintain and operate its system in parallel with the Customer's generation facilities.

C. The City shall provide for sale to the Customer electric energy or capacity or both according to the provisions of Section Four hereinbelow.

D. The City may provide transmission services within the City system for wheeling of electric energy or capacity or both to qualifying generating customers provided the terms of such services are agreed upon by both the Customer and the City and provided the Customer is able to secure wheeling contracts with the recipient utility and other wheeling utilities as needed.

E. The City shall endeavor to provide, but does not guarantee, uninterrupted service of a generally acceptable standard. Interruptions of service for system protection, repairs, alterations, or shortage of supply will not be a breach on the City's part of the Agreement.

F. The City shall notify the Customer of the availability of the City's electrical facilities as soon as possible for the purpose of restarting the Customer's generating facility in the event the City disconnects the Customer's generating facility.

G. The City shall not purchase electric power from any non-firm source, which is herein defined as any solar power or wind power generation.

H. The Customer must execute a written Agreement or Contract with the City for the sale of electric energy or capacity or both supplied by the generating facility to the City's system.

I. All generating facilities must be constructed and operated in accordance with federal, state and local laws and regulations and be inspected for compliance and approved by all applicable local code enforcement officials prior to operation.

J. The Customer shall furnish, install, operate, and maintain in good order and repair and without cost to the City such meters, meter bases, relays, breakers, automatic synchronizers, isolation and other control and protective apparatus designated by the City as being required for the operation of the generating facility in parallel with the City's system.

K. The customer shall make accessible at all times the switching equipment which the City deems required for the purpose of isolating the Customer's generating facility from the City's system.

L. At its option, the City may choose to open the switching equipment mentioned in (K) above if, in the opinion of the City, continued operation of the generating facility interconnected with the City's system may create or contribute to system instability or a system emergency or endanger City personnel. The City shall endeavor to minimize any adverse affects of such an operation on the generating facility.

M. The Customer will make available to the City, and post near the switching equipment mentioned hereinabove, the name and phone number of the person(s) who should be notified in the event the generation facility is to be disconnected from the City's electrical system.

N. The Customer shall (a) indemnify the City, its officers, agents and employees against loss, damage, expense and all liability resulting from injury or death of any person or persons including but not limited to employees of the City or Customer, or damage to property, including but not limited to property of the City or Customer, resulting from or arising out of or in any way connected with the installation, inspection, maintenance, testing, and use of the generating facility and, on the City's use of the generating facility and, on the City's request defend any suit asserting a claim covered by this indemnity, and (b) reimburse the City for all loss, expenses, including reasonable attorney's fees, incurred in consequence of any claim, demands or cause of action

which may be made or brought against the City arising out of or in any way connected with the use of the generating facility. The obligation of the Customer under this paragraph, accrued or not, then known or unknown, will be continuing as to any act, occurrence, or omission occurring prior to or following the termination of the Agreement.

O. The Customer shall make available and provide two sets of any and all information, including schematic diagrams, describing the electrical configuration and operating characteristics of the generating facility to the City as soon as possible after indicating to the City its desire to interconnect to the City's facilities. The City reserves the right to deny or to approve interconnection based upon the Customer's compliance with this Resolution.

P. In the event the City deems it necessary, the Customer shall make available to the City access to the generating facilities at all reasonable times for the purpose of inspecting the generating equipment and for making additional tests to ensure its continued adherence to operating standards. Such inspections will not relieve the Customer from the obligation to maintain the facilities in satisfactory operating condition.

Q. The Customer shall provide, if necessary, a suitable location and right of way on Customer's premises, without cost, for required lines and other City apparatus necessary for the proper delivery of electric energy.

R. The Customer shall notify the City prior to the initial energizing and start-up testing of the Customer's generating facility, and the City shall have the right to have a representative present at such test.

3. Rates for Purchase.

A. Generating Facilities More Than 100 kW.

The City may negotiate with the Customer a Contract of specific duration for the purchase of electric energy or capacity or both from those generating facilities of more than 100 kW.

Rates for purchase may vary among difficult generating facilities using different technologies, the rates being based in part upon the supply characteristics of the different technologies and in part upon the economics of the transaction. Some examples are:

1. The availability of capacity or energy from a qualifying facility during the City's daily and seasonal peak demand periods.

2. The ability of the City to dispatch output of the generating facility.

3. The expected or demonstrated reliability of the generating facility.

4. The extent to which scheduled outages of the generating facility can be usefully coordinated with City Requirements.

5. The usefulness of energy and capacity supplied by the generating facility during system emergencies including the ability of the generating facility to separate its load from its generation.

6. The marketability of the energy and capacity.

B. Generating Facilities 100 kW or Less.

The City may enter into an Agreement of specified duration with the Customer for the purchase of energy, only, from generating facilities of 100 kW or less. The sale of energy alone to the City does not relieve the Customer of a capacity charge by the City, if any, or customer charges associated with the purchase of power and energy from the City.

The City's purchase rate for energy from the generating facilities of 100 kW or less shall be the then prevailing avoided cost of electric energy for the City. Avoided cost is defined to be the current rate paid by the City to the Bonneville Power Administration. The avoided cost rate shall be made available to the Customer upon request.

No capacity payment shall be paid to the Customer by the City for solar power and wind power generation or for facilities with capacity of 100 kW or less. The energy component shall be applied in exactly the same manner as paid to BPA and will apply to all energy received. Capacity or energy payments shall be adjusted for power factor as described in Section 7.C herein.

C. Payment.

The City shall make payments to the Customer for all electric energy or capacity or both delivered to the City by the Customer's generating facilities at regular monthly or bimonthly periods, and if the City supplies power and energy to the Customer, payments will be made to coincide with the Customer's billing from the City.

4. Rates For Sale.

A. The City shall offer to sell electric energy or capacity or both to Customers who are owners or operators of generating facilities within the City limits and entitled to be served by the City electric system. The rates for sale will be the same as the rates to other Customers with similar load characteristics.

B. In addition, subject to the conditions in 4.A. above, for the generating facilities above 100 kW, the City will offer to sell to the Customer:

1. "Supplementary Power" which is defined as electric energy or capacity supplied by the City, regularly used by the generating facility in addition to that which the facility generates itself.

2. "Back-up Power" which is defined as electric energy or capacity supplied by the City to replace energy or capacity ordinarily generated by the facility's own generation equipment during an unscheduled outage of the facility.

3. "Maintenance Power" which is defined as electrical energy or capacity supplied by the City during scheduled outages of the facility. Rates for Items 1, 2, and 3 may require a cost-of-service analysis.

5. Interconnection Costs.

A. Any and all costs which the City encounters for the purpose of interconnection will be the responsibility of the owner or operator of the generating facility. All interconnection costs incurred by the City shall be charged to the customer's generating facility on a non-discriminatory basis.

B. Interconnection costs incurred by the City shall be paid upon request and prior to construction of the interconnection facilities.

C. The Customer shall be responsible for making any necessary changes in his equipment at his expense to accommodate changes effected under the terms of 7.D.

6. Interconnection Standards.

A. All interconnection facilities shall be constructed in accordance with applicable federal, state, and local codes, laws and regulations and City specifications.

B. All electric system protective equipment is to be approved by City for compatibility with its standards of construction and operating coordination. Generators shall be capable of being disconnected from the utility system when needed for safety or for electrical isolation purposes by means of an automatic disconnect device or by a manual transfer device intended for that purpose. A generator disconnect shall be provided and shall have the capability of being locked in the open position.

C. Parallel and separate metering devices capable of measuring energy delivered to the City from the Customer's generating facilities as well as metering devices capable of measuring energy delivered by the City to the Customer shall be required. Additional metering may be required as the City deems necessary.

D. The City shall have the right to require the Customer immediately to disconnect the generating facility without advance notice or liability to the City if there are changes made to the Customer's equipment, and if in the City's sole judgment, the generating facility will not automatically disconnect from the system due to equipment failure, or if it causes any electrical problem with other City customers.

7. Operating Standards.

A. The Customer shall operate the generating facility in a manner compatible with the City's normal operation. The Customer shall ensure that the generating facility delivers energy at 60 hertz alternating current, at a predetermined voltage level established by the City, and be of the same phase relationship.

B. The Customer shall install, or cause to be installed, any equipment required to prevent the transmission into the City's electric system of noise or harmonic voltages or currents which result from the operation of the Customer's equipment and which might damage or otherwise interfere with any communication or electrical equipment in the area.

C. The Customer shall install, or cause to be installed at Customer's expense, any power factor correction equipment necessary to maintain the generating facility load on the City's system at 95% P. F. or higher. As an alternative, the Customer's capacity credit shall be reduced to reflect power factors below 95%. For each 1% of power factor below 95%, the capacity credit shall be reduced 1%. For generating facilities of 100 kW or less, the energy delivered to the City shall be reduced 1% for each 1% of power factor less than 95%.

D. The city reserves the right to change portions of all of its system utilized as the generating facility interconnection when necessary.

E. The City shall not be obligated to accept, and the City may require the City to curtail, interrupt or reduce deliveries of energy or capacity or both in order to construct, install, maintain, repair, test, replace, remove, or inspect any of its equipment or any part of its system.

F. The Customer may interrupt or reduce deliveries of energy, or energy and capacity, in order to construct, install, maintain, repair, replace, remove, or inspect any of its equipment provided that it signifies its intent to do such with sufficient notice to provide the City an opportunity to make replacement sources available.

G. The Customer has full responsibility for proper routine maintenance of the Customer's generating facility. The failure of the Customer to provide proper routine maintenance may result in the disconnection of the generating facility from the City facilities.

H. For generating facilities of more than 100 kW, the City may require supervisory control or data acquisition equipment or both available to telemeter information to the City Dispatch Center.

8. System Emergencies.

A. Generating facilities shall be required to provide electric energy or capacity or both during system emergencies to the City only to the following extent:

1. Provided by Agreement or Contract between the Customer and the City; or,

2. Ordered under Section 202(c) of the Federal Power Act.

B. During a system emergency, the City may discontinue the following:

1. Purchases from a generating facility if such purchases would contribute to such emergencies.

2. Sales to a generating facility, provided that such discontinuance is on a non-discriminatory basis.

**JULY 9, 1981**

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PASSED AND APPROVED by the Mayor and City Council this 9th day of July, 1981.

s/ Thomas Campbell  
Mayor

s/ Velma Chandler  
City Clerk

It was moved by Councilman Hovey, seconded by Erickson, that the Resolution with PURPA be adopted and the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 5; No, none; carried.

It was moved by Councilman Sakaguchi, seconded by Deist, that the Agreement of International Friendship signed on July 3rd, by the Mayor of Idaho Falls and the Mayor of Tokai-Mura, Japan, designating them as sister cities be formally accepted. Roll call as follows: Ayes, 5; No, none; carried.

Councilman Chandler requested that the Mayor be authorized to send a letter of appreciation to the Japanese American Citizen's League for their courtesy and assistance shown to the dignitaries from Tokai-Mura Japan.

There being no further business, it was moved by Councilman Erickson, seconded by Sakaguchi, that the meeting adjourn at 8:30 p.m.; carried.

ATTEST: s/ Velma Chandler  
CITY CLERK

s/ Thomas Campbell  
MAYOR