

**JANUARY 22, 1981**

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The City Council of the City of Idaho Falls met in Regular Council Meeting, January 2, 1981, at 7:30 P.M. in the Council Chamber in Idaho Falls, Idaho. There were present at said meeting: Mayor Tom Campbell; Councilmen Paul Hovey, Sam Sakaguchi, Ralph Wood, Art Chandler, Mel Erickson, and Wes Deist. Also present: Velma Chandler, City Clerk; Arthur Smith, City Attorney, and all other available Division Directors.

The Mayor welcomed Girl Cadet Scout Troop No. 597 and Boy Scout Troop No. 7, and thanked them for their presence and their interest in local government.

Mayor Campbell then asked Eagle Scout Sidney Hamberlin to come forward to the Council Table. The Mayor congratulated Sidney for achieving the Eagle Scout award and told him that the Council and entire City are proud of the Eagle Scouts in the community. The Mayor then presented him with a certificate of Appreciation, after which Sidney received a congratulatory handshake from all Councilmen around the Council Table.

Minutes of a regular meeting held January 8th and the minutes of a recessed regular meeting held January 15th, 1981, were read and approved as amended.

At the request of the Mayor, City employee retiree Elmer Cromwell came forward to the Council Table. Mayor Campbell stated that Mr. Cromwell had been employed by the City for thirty-seven years as equipment operator. He said the City would miss Elmer's knowledge and services, but wished him well during his years of retirement. The Mayor then presented an inscribed billfold to Mr. Cromwell as a token of appreciation, after which Elmer received a congratulatory handshake from all City Officials around the Council Table.

Ricky Clouse, a Scout from Troop No. 380 appeared briefly to ask permission to clean up the debris from around the dam in front of the Westbank facilities, before the flow of water begins.

Councilman Erickson stated that he felt this was a splendid project and suggested that Ricky work with Parks and Recreation Director Craner as to the most crucial areas and the hazards of the river. Mayor Campbell accepted Ricky's proposal, working under the direction of the Parks and Recreation Department.

The City Clerk asked for Council ratification of the forwarding of a Summons in the name of Betty Cox and a Damage Claim in the name of Forrest Riskin, to the City's Liability Insurance Carrier, in the interest of time, without formal Council approval:

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO**

BETTY COX, Plaintiff  
vs.  
STATE OF IDAHO, THE CITY OF  
IDAHO FALLS, GARY HAGEN, Police  
Officer of the City of Idaho Falls and  
JOHN BYBEE,  
Defendants.

Case No. VIC 81 4001  
COMPLAINT AND DEMAND  
FOR JURY TRIAL

**COUNT I.  
FEDERAL CLAIM**

I.

This is an action at law to redress the deprivation under color of statute, ordinance, regulation, custom, or usage of a right, privilege and immunity secured to plaintiff by the Fourth, Fifth, Sixth and Fourteenth

Amendments of the Constitution of the United States and 42 U.S.C. Section 1983.

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II.

The jurisdiction of this court is invoked under 28 U.S.C. Section 1343(3), this being action authorized by law to redress the deprivation under color of State law, statute, ordinance, regulation, custom and usage of a right, privilege, and immunity secured to plaintiff by the Fourteenth Amendment of the construction of the United States.

III.

During all times mentioned in this Complaint, plaintiff was a citizen of the United States and resided in Idaho Falls, Bonneville County, Idaho.

IV.

Defendant, City of Idaho Falls, was and is now a municipal corporation duly organized and existing by and under virtue of the laws of the State of Idaho.

V.

That at all times material to this Complaint, defendant Gary Hagen was employed as a police officer of the City of Idaho Falls, State of Idaho, and was acting under the color of his official capacity and his acts were performed under color of the statutes and ordinances of the City of Idaho Falls and State of Idaho. Said defendant was the servant, agent or employee of his codefendants, the City of Idaho Falls and the State of Idaho, so his acts are imputed to the City of Idaho Falls, and the State of Idaho.

VI.

That at all times material to this Complaint, defendant John Bybee was employed as a deputy prosecutor of the County of Bonneville, and in that capacity acted to prosecute actions on behalf of the City of Idaho Falls and the State of Idaho, and was acting under the color of his official capacity and his acts were performed under color of the statutes and ordinances of City of Idaho Falls and the State of Idaho. Said defendant was the servant, agent or employee of his co-defendants, the City of Idaho Falls and the State of Idaho, so his acts are imputed to the City of Idaho Falls and the State of Idaho.

VII.

That the City of Idaho Falls provided the individual defendant Gary Hagen with an official badge and identification card which designated and described its bearer as a police officer of said City's policy department. Said City and the State of Idaho authorized Gary Hagen and John Bybee to act as their agents in said defendants' official capacities. All acts and omissions alleged here were performed by Gary Hagen and John Bybee in the name of the City of Idaho Falls and the State of Idaho, with their acquiescence or approval.



VIII.

During all times mentioned herein, Gary Hagen and John Bybee, the defendants, and each of them, separately & incorrect, acted under color and pretense of law, to-wit, under color of statutes, ordinances, regulations, customs, and usage of the State of Idaho, and County of Bonneville and City of Idaho Falls. Each of said defendants, separately and in concert, engaged in the illegal conduct herein mentioned to the injury of plaintiff and deprived plaintiff of the rights, privileges and immunities secured to plaintiff by the Fourth, Fifth, Sixth, and Fourteenth Amendments to the Constitution of the United States and the laws of the United States.

IX.

On January 5, 1979, plaintiff was arrested by defendant Gary Hagen and charged with Grand Larceny under Idaho Code Section 18-4601, pursuant to a criminal complaint sought by defendant John Bybee. Plaintiff was thereafter confined in the Bonneville County jail, Idaho Falls, Idaho.

X.

Defendants Gary Hagen and John Bybee, and each of them, in an effort to obtain a warrant for plaintiff's arrest on the aforementioned charge, made representations which were false or misleading, knowing the same to be false or misleading at the time they were made and knowing that as a result of such representations the plaintiff would be arrested and confined. Said defendant also withheld exculpatory facts from the magistrate who issued the arrest warrant.

XI.

The aforesaid arrest and confinement was wrongful and without justification for the following reasons:

- (a) Plaintiff was innocent of the charge
- (b) The charge was subsequently dismissed.
- (c) There was not probable cause to believe that plaintiff was guilty of the crime charged.
- (d) Defendants, and each of them knew that there were not sufficient facts to justify the issuance of a warrant for the crime charged and therefore misstated the facts and lead the issuing magistrate into believing that there was probable cause for the issuance of a warrant for plaintiff's arrest. The exculpatory facts withheld from the issuing magistrate would likewise have caused the magistrate to withhold the warrant had such been disclosed.

XII.

Defendant Gary Hagen thereafter took plaintiff into custody and plaintiff was confined in the county jail. Such action by the defendants

deprived plaintiff of her constitutional rights, privileges, and immunities. Each of the defendants, separately and in concert, acted outside the scope of his or

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her jurisdiction and without authority of law and each of the individual defendants, separately and in concert, acted willfully, knowingly and purposefully with intent to deprive plaintiff of his right to privacy; freedom from illegal seizure of his person; freedom from physical abuse, coercion and intimidation; the right to Due Process, the right to a fair trial, and other constitutionally guaranteed rights. All of these rights are secured to plaintiff by the provisions of the Fourth, Fifth, and Sixth Amendments and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, and by Title 42, U.S.C. Section 1983; and by Title 18, United States Code Section 245 (1968).

XIII.

That as a direct and proximate result of the aforesaid acts of the individual defendants, and each of them, plaintiff suffered physical pain and injury and mental anguish from, and until now, and she will continue to so suffer in the future; plaintiff was deprived of her liberty and was subjected to ridicule, scorn and contempt by those knowing of her arrest and detention; plaintiff incurred expenses in excess of \$500.00 for an attorney to defend against the crime charged and for bail; and plaintiff was otherwise damaged and injured, all in the amount of \$50,000.00.

XIV.

That the acts of the individual defendants complained of herein, were made willfully, maliciously and intentionally in an effort to deprive plaintiff of her constitutional rights, privileges and immunities and plaintiff is therefore entitled to punitive damages in the sum of \$50,000.00.

**COUNT II.**  
**PENDENT CLAIM**

I.

The claim for relief set forth in Count II herein arises from the same operative facts as gave rise to the claim for relieve asserted in Count I of this Complaint, and the claim for relief arising under and by virtue of the laws of the State of Idaho is not predominant to the claim arising under and by virtue of the laws of the United State. This Court therefore has authority pursuant to pendent jurisdiction to resolve the claim for relief asserted in Count II authority pursuant to pendent jurisdiction to resolve the claim for relief asserted in Count II herein.

II.

Plaintiff realleges the allegations contained in paragraphs III through XI of Count I and incorporates the same herein as if set forth in length.

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III.

As a result of the defendant's wrongful conduct, plaintiff was libeled and slandered, such occurring when notice of the arrest and charging of the plaintiff with the crime of grand larceny was published in the Idaho Falls daily newspaper, the Post Register, on or about January 5, 1979.

IV.

As a result of the defendant's wrongful conduct, plaintiff was subjected to wrongful arrest and wrongful detention.

V.

As a result of the defendants' wrongful conduct, plaintiff suffered an intentional and unlawful touching and invasion of her privacy which was not consented to by plaintiff and which was not otherwise privileged and which constituted an assault and battery upon the person of the plaintiff.

VI.

Gary Hagen and John Bybee, in acting as aforementioned, did so either with malice or with a primary purpose other than to bring the plaintiff to justice, so that they, each of them, is guilty of malicious prosecution.

VII.

That as a result and proximate result of the aforesaid acts of the individual defendants, and each of them, plaintiff suffered physical pain and injury and mental anguish from, and until now, and she will continue to so suffer in the future; plaintiff was deprived of her liberty and was subjected to ridicule, scorn, contempt and loss of her good name and reputation by those knowing of her arrest and detention; plaintiff incurred expenses in excess of \$500.00 for a criminal defense attorney and for bail; and plaintiff was otherwise damaged and injured, all in the amount of \$50,000.00.

VIII.

That the acts of the individual defendants complained of herein, were made willfully, maliciously and intentionally in an effort to injure plaintiff, to commit an assault and battery upon her person, to maliciously prosecute her, to wrongfully arrest and detain her, and to libel and slander her good name and reputation. Plaintiff is, therefore, entitled to punitive damages in the sum of \$50,000.00.

IX.

That as a result of the aforementioned acts, plaintiff has been required to seek the services of an attorney to prosecute her claim and for that purpose has employed the firm of Peterson, Moss, & Olsen, Attorneys at law.

WHEREFORE, plaintiff prays judgment against defendants as follows:

1. As to Counts I and II, for the sum of \$50,000.00 for the wrongful deprivation of the Fourth, Fifth and Fourteenth Amendments to the Constitution of the United States and for the sum of \$50,000.00 for assault and battery, for wrongful arrest and detention, for malicious prosecution and for libel and slander.
2. For the sum of \$50,000.00 for punitive damages.
3. For costs of suit.
4. For reasonable attorney fees, pursuant to Idaho Code Section 12-121.
5. For such other and further relief as the Court deems just.

DATED this 2nd day of January, 1981.

PETERSON, MOSS & OLSEN  
s/ William Charles Carr

Plaintiff hereby requests trial by jury as to all issues.

s/ William Charles Carr

**NOTICE OF CLAIM UNDER IDAHO TORT  
CLAIMS ACT**

TO: Velma Chandler, Clerk  
City of Idaho Falls  
P. O. Box 220  
Idaho Falls, Idaho 83401

RE: Tort Claim  
Name of Claimant: Forest Riskin  
Date of Accident: September 23, 1980  
Place of Accident: City of Idaho Falls Electric Building  
140 South Capital Avenue  
Idaho Falls, Idaho

Forrest Riskin, a resident of Idaho Falls, Bonneville County, Idaho, hereinafter referred to as "claimant", individually, and by and through his attorneys of the firm of Hansen, Boyle, Beard & Martin, Chartered, Idaho Falls, Idaho, hereby make this written claim and demand against the City of Idaho Falls, State of Idaho, and its employees, pursuant to Idaho Code, Section 6-901, et. seq., and claim, state and represent as follows:

I.

That on the 23rd day of September, 1980, claimant was attending an explosives seminar sponsored in whole or in part by the City of Idaho Falls,

Idaho, and instructed by Richard Green of Pocatello, Idaho. That at said time and place an explosive device which was being passed around to those in attendance at said seminar under the supervision of the said Richard Green and the sponsoring parties exploded in claimant's hand, causing injury to claimant's hand and thumb.

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II.

That the City of Idaho Falls, its agents and employees, the said Richard Green and sponsoring parties knew that said explosive device was dangerous and capable of causing injury to an inexperienced person handling said device; that the said Richard Green gave no warning that said device contained explosives or that said device was capable of exploding when handled; that the agents and employees of the City of Idaho Falls and the said Richard Green failed, refused and neglected to warn claimant of the danger of said device; that by its failures and omissions as aforesaid, the City of Idaho Falls and the sponsoring parties negligently, carelessly and recklessly added to and contributed to a dangerous situation.

III.

That said injury and resulting damages suffered by claimant herein and set out in detail herein were directly and proximately caused by the negligent, reckless and careless conduct and/or omissions on behalf of the City of Idaho Falls, the sponsoring agents and the said Richard Green in failing to warn claimant of the danger of said explosive device.

IV.

That as a direct and proximate result of the negligent, reckless, and careless disregard of duty and by the said City of Idaho Falls, and the said Richard Green claimant has incurred damages in the approximate amount of \$1,500.00 as and for medical expenses sustained by claimant as a result of the explosion of said device, and the approximate amount of \$1,500.00 as and for lost wages. Claimant seeks \$100,000.00 general damages and punitive damages in the like amount.

V.

That claimant herein, Forrest Riskin, is a resident and citizen of the City of Idaho Falls, County of Bonneville, State of Idaho, and at the present time, and for those six months preceding the incident described herein, has resided at 380 Iona Street, Idaho Falls, Idaho.

VI.

That the names of all persons involved in the incident are set forth herein.

WHEREFORE, claimant respectfully submits his claim in the amount of \$1,500.00 as and for damages for medical expenses and personal injuries sustained, general damages and punitive damages, and for lost wages as hereinabove set forth.

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Dated this 9th day of January, 1981.

s/ Forrest Riskin  
s/ Larry M. Boyle  
of HANSEN, BOYLE,  
BEARD AND MARTIN,  
CHARTERED  
Attorneys for Forrest  
Riskin

It was moved by Councilman Hovey, seconded by Chandler that this action of the City Clerk be duly ratified. Roll call as follows: Ayes, 6; No, none; carried.

License applications for GROCERY STORE, Circle "K", D. C. Natural Foods, Fay's Foodliner, Gas N' Grub, Safeway Store No. 365, Skaggs, Inc. No. 66, Family Storage Basket, Skaggs, Inc. No. 259, Skyline Market, Winecraft; MEAT MARKET, Albertsons' Foods No. 133, Albertsons' Foods No. 145, Skyline Market; BAKERY, Albertsons' Foods No. 138, Buttreys' Foods, Safeway Store No. 232, Safeway Store No. 365, Albertsons' Foods No. 133, Albertsons' Foods No. 145; CANDY FACTORY, Farr's Candy Company; MEAT MARKET, Albertsons' Foods No. 138, Buttreys', Fay's Foodliner, Highland Market, The Meat Block, Safeway Stores No. 232, Safeway Stores No. 365, Savings Center No. 1, Savings Center No. 2, FOOD PROCESSOR, Ampco Foods, Inc.; FOOD VENDOR, Canteen Corporation; BEVERAGE COMPANY, Old Faithful Beverage; RESTAURANT, A & W Drive In, A & W Restaurant, Arctic Circle, Debbie's Brothers, Chicken Broaster, Dean's Prairie Dog No. 1, Dean's Prairie Dog No. 2, El Ranchito, Happy Joe's, Hot Diggity Dog No. 1, Hot Diggity Dog No. 2, Husky Hut, Burger King, Harmon's of Idaho No. 1, Harmon's of Idaho No. 2, Lamplighter Restaurant, Orange Julius, Pizza Hut, Plaza Lanes Restaurant, Red Steer, Sambo's, Sandpiper, Smoke House, Sybil's Husky Cafe, Taco Bandido, Wrangler Roast Beef, Ada's Cafe, Arctic Circle No. 2, Nibley's Doughnuts, North Hi-Way Cafe, Sensuous Sandwich; CAFETERIA, Deseret Industries; CATERING, Leonard's Catering; ICE CREAM STORE, Baskin-Robbins; FOUNTAINS, Don Wilson Drug No. 1, Don Wilson Drug No. 2; CONCESSIONS, Development Workshop, United Artists Theatre Circuit; ELECTRICAL CONTRACTOR, Dickerson and Company Irrigation, Inc., Bird Electric, Vic Owens Electric, Richard's Electric, Thousand Springs Electric, Conan and Landon, T. V. James Electric, Jeppesen and Son Electric, Clifford Electric, Inc., Electri/Con, Inc., Home Electric; JOURNEYMAN ELECTRICIAN, William C. Robinson, Vic Owens, T. Veal James, Richard W. Likes, Jim A. Knutz, Monte Keppner, C. P. Jeppesen, Jr., Gary C. Foster, LeRoy Fleischmann, Jim Emery, Boyd J. Emery, Earl Danielson, Harold W. Clifford, Bruce Claxton, Grant Carlson, G. C. Bird; APPRENTICE ELECTRICIAN, Boyd R. Roberts with Clifford Electric, Inc., Rodney M. Ritz with Thousand Springs Electric, Terry Gardner with Nelson Electric, Gary Fleischmann with Electri/Con, Inc., Dale Fleischmann with Electri/Con, Inc., Brian A. Bird with Bird Electric; MASTER PLUMBER, First Street Plumbing and Heating; JOURNEYMAN PLUMBER, Marvin E. Hill, Vern Hutchens, James McNett, Glenn B. Reed; CLASS B CONTRACTOR, GAS FITTING, WARM AIR, WET HEAT, First Street Plumbing and Heating; CLASS C CONTRACTOR, GAS FITTING, WARM AIR, Wiemer Heating; CLASS D CONTRACTOR, GAS FITTING, First Street Plumbing and Heating; CLASS B JOURNEYMAN, GAS FITTING, WARM AIR, REFRIGERATION, Max R. Conan, Norman E. Conan; CLASS C JOURNEYMAN, GAS FITTING, WARM AIR, Lowell E. Barnes, Glenn E. Brown, J. Clifford Cook, Vern C. Hutchens, Ramon G. Landon, Joe Scheer, LeRoy Stauffer, Richard Wiemer; CLASS D JOURNEYMAN, GAS FITTING, Jim McNett; CLASS D JOURNEYMAN, WARM AIR, James O. Walker; CLASS B APPRENTICE, WARM AIR, GAS FITTING, REFRIGERATION, Kay

S. Covert with Conan & Landon; CLASS C APPRENTICE, WARM AIR, GAS FITTING, Bryan  
Rash with Conan and Landon; CLASS D APPRENTICE, GAS FITTING, Jim Samargis with

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Conan & Landon; CLASS D APPRENTICE, WARM AIR, Richard Wiemer, Jr. with Wiemer Heating; MOTEL, Thrifty Lodge Motel, Haven Motel, Westbank Motel, Weston's Lamplighter dba Holiday Inn; BOWLING ALLEY, Plaza Lanes; DANCE HALL, Red Fox, Inc., Westbank Lounge; MOVIE THEATRE, United Artists Circuit, Inc.; PHOTOGRAPHER, Photo Corp. of America, Franz Gisin Photography, Frodos Photos, Photography by Larson, Photographic Ltd., Stoddard Photography, Kinderfoto; SECOND HAND STORE, Dean's Antiques; PAWN BROKER, Nick's Trading Company, Ross' Coins, Sound City, Wick's Custom Car Stereo; JUNK DEAL, Pacific Recycling; COMMERCIAL KENNEL, Allen Veterinary Hospital, Eastside Veterinary Hospital; NON-COMMERCIAL KENNEL, William Goodwin, Justine Smith, Stella Burch; DRAY BUSINESS, Enloe Moving & Storage, Westergard Transfer & Storage, Wycoff Company; PRIVATE PATROLMAN, Michael Fowler; PUBLIC RIGHTS OF WAY, Larry Clark Construction, W. L. McKean Excavating; BARTENDER, Frank Cunningham, Judy Greene, Leona Henrie, Viola Hodson, Ray Nessen, Ann Barney, Richard Crause; BEER ( Canned & Bottled, not to be consumed on the premises), Harvey's Store, Morgan's Westgate Amoco; BEER (Canned & Bottled, to be consumed on the premises), Red Fox Lounge, The Wine Issue; BEER (Canned, Bottled, & Draught, to be consumed on the premises), El Ranchito, Happy Joe's, Round Table Pizza, The Sandpiper, Debbie's Brother; LIQUOR , Red Fox Lounge, The Sandpiper; RETAIL WINE, The Sandpiper; WINE BY THE DRINK, El Ranchito, The Wine Issue, Debbie's Brother, 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, 6; No, none; carried.

This memo from the City Planner was then presented:

City of Idaho Falls  
January 21, 1981

MEMORANDUM

TO: Mayor and Council  
FROM: Rod Gilchrist  
SUBJECT: WRIGHT INDUSTRIAL PARK - COUNTY PLAT

Attached is a copy of final plat of the above described property. This property is located outside the City but within one mile of the City limits, and therefore, approval by the Mayor and Council is necessary before the plat can be recorded.

This plat was recently reviewed by the Planning Commission and at that time was recommended for the Mayor and Council to approve. This department concurs with that recommendation and this matter is now being submitted to the Mayor and Council for your consideration.

s/ Rod Gilchrist

City Planner Gilchrist located the area involved on a map on the wall. It was moved by Councilman Chandler, seconded by Sakaguchi, that the County Plat of Wright Industrial Park be approved and the Mayor, City Clerk, and City Engineer be authorized to sign. Roll call as follows: Ayes, 6; No, none; carried.

This memo from the Parks and Recreation Director was then read:



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City of Idaho Falls  
January 22, 1981

MEMORANDUM

TO: Mayor and City Council  
FROM: Ernest Craner, Director of Parks & Recreation  
SUBJECT: EXCHANGE OF CEMETERY LOTS

Request a petition to exchange twelve lots in Fielding Memorial Cemetery.

Mr. Herman and Arthur Niemeier, owners of 12 lots in Unit 49 of Valley View Division, Fielding Memorial Cemetery requested a petition through their legal counsel, John G. St. Clair to exchange twelve lots in Unit 73 of Parkhurst District.

The exchange would allow the Niemeiers to have all their lots located in the Parkhurst District. It is understood that the Niemeiers will pay the nominal transfer fee.

This matter has been discussed with City's legal counsel, Mayor Campbell, Council Committee and Cemetery Superintendent and they approve of the exchange.

s/ Ernest Craner

It was moved by Councilman Deist, seconded by Erickson, that the City Clerk be authorized to make the exchange of cemetery property as requested. Roll call as follows: Ayes, 6; No, none; carried.

This memo from the Electrical Engineer was then read:

City of Idaho Falls  
January 21, 1981

MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Steve Harrison, Manager  
SUBJECT: TRANSFER OF UP&L CUSTOMER

Checker Auto Parts located on North Yellowstone Highway had requested transfer from Utah Power & Light Company service to City of Idaho Falls service.

This account is in the City limits and UP&L has agreed to the transfer. Total cost to the City for this account is \$6,905.53 and no UP&L facilities will be purchased.

Council consideration of this transfer is requested.

s/ G. S. Harrison

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It was moved by Councilman Hovey, seconded by Wood, that the transfer of Utah Power & Light customer, Checker Auto Parts, be approved, and the amount of \$6,905.53 be paid to Utah Power & Light as recommended. Roll call as follows: Ayes, 6; No, none; carried.

This memo from the General Services Director was read:

City of Idaho Falls  
January 21, 1981

MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Chad Stanger  
SUBJECT: NINETEENTH HOLE CAFE LEASE--PINECREST GOLF COURSE

Attached are copies of a proposed lease between the City of Idaho Falls and Renee' Walsh and Karen Stueve for the Nineteenth Hole Cafe at the Pinecrest Golf Course.

This lease has been reviewed and approved by the City's Legal Department and Golf Course Committee and signed by Renee' Walsh and Karen Stueve.

It is the recommendation of the General Services Division that the City Council give their approval and authorize the Mayor and City Clerk to sign this lease.

s/ Chad Stanger

Councilman Erickson explained that this lease comes before the Council for renewal each year. He said that the Committee feels that Renee' Walsh and Karen Stueve have done an excellent job in the past, so they are recommending that the lease be renewed. It was moved by Councilman Erickson, seconded by Chandler, that the lease for the Nineteenth Hole Cafe be approved as stated, and the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 6; No, none; carried.

Next, from the General Services Director, this memo was read:

City of Idaho Falls  
January 21, 1981

MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Chad Stanger  
SUBJECT: BID NO. IF-81-8, REFUSE TRUCK BODY

It is the recommendation of the General Services Division that the City Council accept the low bids of Western Road Machinery Company to furnish one (1) 20 cubic yard Refuse Truck Body with trade at \$10,484.00 and one (1) 28 cubic yard Refuse Truck Body at \$19,948.00.

Thank you,

s/ Chad Stanger

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It was moved by Councilman Erickson, seconded by Chandler, that the low bids of Western Road Machinery Company to furnish one 20 cubic yard refuse truck body with trade at \$10,484.00 and one 28 cubic yard refuse truck body with trade at \$19,948.00 be accepted as recommended. Roll call as follows: Ayes, 6; No, none; carried.

Also, from the General Services Director, came this memo:

City of Idaho Falls  
January 21, 1981

MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Chad Stanger  
SUBJECT: BID NO. IF-81-7, TWO CAB AND CHASSIS (SANITATION)

It is the recommendation of the General Services Division that the City Council accept the low bid of Stoddard-Mead Ford to furnish two (2) cab and chassis' at \$22,503.34 each without trade.

s/ Chad Stanger

It was moved by Councilman Erickson, seconded by Chandler, that the low bid of Stoddard-Mead Ford to furnish two cab and chassis at \$22,503.34, without trade, be accepted. Roll call as follows: Ayes, 6; No, none; carried.

This memo from the Public Works Director was then read:

City of Idaho Falls  
January 21, 1981

MEMORANDUM

TO: Mayor and City Council  
FROM: Donald F. Lloyd  
SUBJECT: PURCHASE OF PROPERTY FROM BISH JENKINS

Negotiations have been completed between the City and Bish Jenkins for the purchase of a 20 acre tract of ground adjacent to City owned landfill area. Public Works Committee is requesting the Council approve the 4-Year arrangements and direct the City Attorney to formalize a contract and the City Controller to issue a warrant for the first payment.

s/ Donald F. Lloyd

Councilman Sakaguchi explained that this property was adjacent to the City-County landfill on North Boulevard and contains one of the best gravel sources in this part of the State. It was moved by Councilman Sakaguchi, seconded by Deist, that the 4-year arrangement be approved as recommended and the City Attorney be directed to formalize a contract, and the City Controller be authorized to issue a warrant for the first payment. Roll call as follows: Ayes, 6; No, none; carried.

Next, from the Public Works Director, came this memo:



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City of Idaho Falls  
January 21, 1981

MEMORANDUM

TO: Mayor and City Council  
FROM: Donald F. Lloyd  
SUBJECT: AUTHORIZATION TO ADVERTISE FOR CONTRACT TO  
REPAIR PANCHERI BRIDGE OVER SNAKE RIVER

Plans and specifications have been completed for the repair of the Pancheri Bridge over Snake River. We are requesting authorization for the City Clerk to advertise for competitive bids.

s/ Donald F. Lloyd

Councilman Sakaguchi stated that, due to the solid span technique of the bridge and weather conditions, the concrete supports of the Pancheri Bridge over the Snake River are decaying, and it has been determined that additional concrete should be applied to support the bridge and keep it from falling. Therefore, it was moved by Councilman Sakaguchi, seconded by Deist, that the City Clerk be authorized to advertise for bids as requested. Roll call as follows: Ayes, 6; No, none; carried.

Also, from the Public Works Director, came this memo:

City of Idaho Falls  
January 21, 1981

MEMORANDUM

TO: Mayor and City Council  
FROM: Donald F. Lloyd  
SUBJECT: AMENDMENT #4 - JAMES M. MONTGOMERY  
ENGINEERING CONTRACT

We are attaching hereto three (3) copies of Amendment No. 4 to Engineering Services Contract for Step I Facilities Plan. The purpose of this amendment is to allow this firm to prepare an equipment selection report for Sludge Disposal Vehicles and the cost is estimated at \$3,500.

Public Works Committee has reviewed this proposal and are recommending that the Mayor and City Clerk be authorized to sign the City's approval, subject to final acceptance by Idaho Department of Health and Welfare and the Environmental Protection Agency.

s/ Donald F. Lloyd

It was moved by Councilman Sakaguchi, seconded by Deist, that Amendment No. 4 to the James M. Montgomery Engineering Contract be approved in the amount of \$3,500.00, and the Mayor and City Clerk be authorized to sign the amendment. Roll call as follows: Ayes, 6; No, none; carried.

Next, from the Public Works Director, came this memo:

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City of Idaho Falls  
January 21, 1981

MEMORANDUM

TO: Mayor and City Council  
FROM: Donald F. Lloyd  
SUBJECT: CONTRACTS FOR WATER AND SEWER - OUTSIDE CITY

We are attaching hereto 51 executed contracts for Water and Sewer Service outside the City, all from an area known as Happyville.

Bonneville County recently completed a water and sewer construction project containing about 60 customers. We are requesting authorization for the Mayor to sign the City's approval as these contracts are individually completed.

s/ Donald F. Lloyd

Councilman Sakaguchi explained that some of the Happyville area customers are not available to sign contracts at this time. Therefore, it was moved by Councilman Sakaguchi, seconded by Deist, that the Mayor be authorized to sign the fifty-three executed contracts now, and the remaining contracts as they are individually completed. Roll call as follows: Ayes, 6; No, none; carried.

Finally, from the Public Works Director, came this memo:

City of Idaho Falls  
January 21, 1981

MEMORANDUM

TO: Mayor and City Council  
FROM: Donald F. Lloyd  
SUBJECT: CROSS CONNECTION ORDINANCE

Public Works Committee has for some time been working with the City Attorney on the preparation of an Ordinance controlling Cross Connections in the water system. The Idaho Department of Health and Welfare has concurred with our most recent draft and we are now requesting that the Council approve the Cross Connection Ordinance as prepared and submitted by the City Attorney.

s/ Donald F. Lloyd

Councilman Sakaguchi stated that Federal and State Health and Welfare agencies require that cities adopt ordinances making cross connection illegal and help alleviate wastewater from going back within the system, and so the Legal Department had been instructed to prepare an ordinance accordingly. Sakaguchi asked the Assistant City Attorney to present the following captioned ordinance:

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**ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, RELATING TO THE CONTROL AND ELIMINATION OF CROSS-CONNECTIONS AND CONTAMINATION OF THE CITY WATER SUPPLY SYSTEM. SETTING FORTH THE PURPOSE; DEFINING TERMS, DECLARING IT UNLAWFUL TO POLLUTE OR CONTAMINATE THE CITY WATER SUPPLY OR TO INSTALL OR MAINTAIN ANY CROSS-CONNECTION WITHIN THE CITY; REQUIRING THE INSTALLATION OF BACKFLOW PREVENTION DEVICES AND REGULATING THE INSTALLATION THEREOF, REQUIRING ALL BACKFLOW PREVENTION DEVICES TO BE INSPECTED AND TESTED AT INSTALLATION AND ANNUALLY THEREAFTER; REQUIRING PERMITS FOR INSTALLATION OF BACKFLOW PREVENTION DEVICES AND DECLARING IT UNLAWFUL TO INSTALL, RELOCATE OR REMOVE A BACKFLOW PREVENTION DEVICE WITHOUT A PERMIT; PROHIBITING THE CONNECTION TO THE CITY WATER SUPPLY OF ANY NEW BUILDING, IMPROVEMENT, OR STRUCTURE WITHOUT INSPECTION BY THE CITY WATER SUPERINTENDENT; PROVIDING FOR INSPECTIONS BY THE CITY OF EXISTING BUILDINGS, STRUCTURES OR IMPROVEMENTS AND REQUIRING TERMINATION OF THE WATER SUPPLY TO PREMISES HAVING CROSS-CONNECTIONS OR FOR WHICH A BACKFLOW PREVENTION DEVICE IS REQUIRED; REPEALING PRIOR INCONSISTENT ORDINANCES; PROVIDING THAT PROVISIONS OF THE ORDINANCE ARE SEPARABLE; AND PROVIDING FOR AN EFFECTIVE DATE.

The foregoing ordinance was presented in title. It was moved by Councilman Sakaguchi, 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, 6; 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, 6; No, none; carried.

The Mayor then stated that it was necessary to appoint The Idaho First National Bank as trustee for the Electric Revenue Bonds of the City.

Ordinance No. 1673 was thereupon introduced in written form by Assistant City Attorney, Dale Storer, and was read by title. Councilman Hovey moved and Councilman

Wood seconded that the rule requiring the reading of the ordinance three different days be

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dispensed with and the motion was adopted by the vote of not less than one-half plus one of the members of the full council to-wit:

Aye:	Arthur R. Chandler,	Councilman
	Wesley W. Deist,	Councilman
	Melvin L. Erickson,	Councilman
	Paul L. Hovey,	Councilman
	Sam Sakaguchi,	Councilman
	Ralph Wood,	Councilman

Nay: None.

Ordinance No. 1673 was thereupon read again by title and was then read the third time by title, after which, pursuant to motion made by Councilman Hovey and seconded by Councilman Wood, Ordinance No. 1673 was adopted by the following vote:

Aye:	Arthur R. Chandler,	Councilman
	Wesley W. Deist,	Councilman
	Melvin L. Erickson,	Councilman
	Paul L. Hovey,	Councilman
	Sam S. Sakaguchi,	Councilman
	Ralph M. Wood,	Councilman

Nay: None.

Ordinance No. 1673 was thereupon signed by the Mayor in evidence of his approval, was attested by the City Clerk, was ordered recorded, caption of which is as follows:

**ORDINANCE NO. 1673**

AN ORDINANCE APPOINTING A BANK TO ACT AS TRUSTEE PURSUANT TO ORDINANCE NO. 1671 OF THE CITY OF IDAHO FALLS, IDAHO, PROVIDING FOR THE ISSUANCE OF ELECTRIC REVENUE BONDS.

The City Attorney then presented the following Ordinance, vacating an easement in favor of The Valley Bank and Verdean and Verna Lee Bodily:

**ORDINANCE NO. 1674**

AN ORDINANCE VACATING A CERTAIN EASEMENT WITHIN THE CITY OF IDAHO FALLS, IDAHO; PARTICULARLY DESCRIBING SAID EASEMENT; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND DELIVER ON BEHALF OF SAID CITY A QUITCLAIM DEED CONVEYING SAID VACATED LAND TO VALLEY BANK AND VERDEAN E. BODILY AND VERNA LEE BODILY, THE ADJACENT OWNERS; PROVIDING

WHEN THE ORDINANCE SHALL BECOME  
EFFECTIVE.

