

**OCTOBER 7, 1976**

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The City Council of the City of Idaho Falls met in regular meeting, Thursday, October 7, 1976 at 7:30 P.M. in the City Council Chambers in Idaho Falls, Idaho. There were present at said meeting: Mayor Pro Tem Jim Freeman. Absent: Mayor S. Eddie Pedersen. Councilmen present: Ralph Wood, Paul Hovey, Tom Campbell, and Mel Erickson. Absent: Councilman Gil Karst. Also present: Roy C. Barnes, City Clerk, and all other available Division Directors.

Minutes of the last recessed regular meeting, held September 23<sup>rd</sup> and a special meeting held October 5<sup>th</sup>, were read and approved.

The City Clerk presented these damage claims against the City:

St. Clair, St. Clair &  
Hiller, Benjamin, Wood  
October 6, 1976

Mr. Roy Barnes, Clerk  
City of Idaho Falls  
P.O. Box 220  
Idaho Falls, Idaho

Del Roy Bodily  
Clerk of the District Court  
Bonneville County Courthouse  
Idaho Falls, Idaho

RE: CLAIM FOR BEULAH R. KELLAR

Gentlemen:

Please find enclosed a claim pertaining to Beulah R. Kellar. It is uncertain at this point in time as to whether or not the accident location is within the City of Idaho Falls or without the City of Idaho Falls. Accordingly, claim has been made as and against Bonneville County and the City of Idaho Falls. Would you be kind enough to refer this to the proper authorities and ask that they contact me relative to said matter. We would want the claim processed in accordance with the Idaho Tort Claim Act.

Thank you for your time and attention.

Sincerely yours,  
s/ M. B. Hiller

CLAIM

TO: City of Idaho Falls, Idaho  
Roy Barnes, Clerk

TO: Bonneville County  
Del Roy Bodily, Clerk

Pursuant to the Idaho Tort Claims Act, notice is hereby given that Beulah R. Kellar, of 1566 Dartmouth, Idaho Falls, Idaho 83401, does, pursuant to Section 6-907 of such Act, present her claim for damages arising out of a certain

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accident which took place on or about August 11, 1976, at approximately 2:30 p.m. of said date, on the roadway commonly referred to as Utah Avenue and also referred to as Market Road, and the Old Milligan Road. For the purposes of more particularly identifying the accident site, the accident happened on the roadway in front of the residence of Robert and Darlene Kimball, Rt. 4, Box 18. Claimant herein, Beulah R. Kellar, does not know with reasonable certainty whether the accident site is in the City of Idaho Falls or outside the City of Idaho Falls. Accordingly, and pursuant to the Idaho Tort Claims Act, notice is hereby given both to the City of Idaho Falls and the County of Bonneville.

Claimant sustained serious and disabling injury by reason of having certain pavement crumble underneath her feet, thereby throwing claimant violently to the ground, causing claimant to crush her left femur and bruise and otherwise injure her person. The roadway area was not properly kept and/or maintained and the pavement at or near the accident site was in a state of disrepair, all of which constitutes negligence on the part of the agency having the responsibility of maintaining said roadway.

Claimant has been hospitalized at Community Hospital in Idaho Falls, Idaho and has been treated by an orthopedic surgeon, Dr. Donald R. Bjornson, and has, by reason of the injuries sustained on August 11, 1976, incurred medical, hospital and drug expense in the approximate sum of \$4,000.00; that claimant is informed and therefore alleges that additional expenses will be incurred by reason of such injury, and that claimant will be permanently disabled because of such injuries as so sustained.

Accordingly, demand is made upon the City of Idaho Falls and/or Bonneville County, Idaho, pursuant to the Idaho Tort Claims Act, for payment to claimant of the sum of \$50,000.00 to compensate her for special and general damages sustained.

Should your office require further information or further elaboration upon the circumstances pertaining to this claim, please feel free to contact M. B. Hiller of the law firm of St. Clair, St. Clair, Hiller, Benjamin, & Wood, Chartered, attorneys for Beulah R. Kellar, P.O. Box 29, Idaho Falls, Idaho, 83401. Telephone - 522-2350.

Dated this 6<sup>th</sup> day of October, 1976.

s/ M. B. Hiller  
Attorney

Ferebauer & Whyte  
October 4, 1976

City of Idaho Falls  
City Building  
P.O. Box 220  
Idaho Falls, Idaho  
Attention: I C. Barnes, City Clerk

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This office represents V. L. Searle and Berlin Searle, who were doing business as Searle's Chevron at a Chevron Service Station located on the west side of the Broadway Bridge, adjacent to West Broadway, in the City of Idaho Falls, Idaho. Their damage to the property occurred between June 5 and 7, 1976 as a result of the Teton Dam failure. Specifically, the damage for which this claim is made relates to the total inaccessibility to the service station because of the high water in the channel and two diversion canals which were cut around the station on each side to divert the flood waters and thereby save the bridge.

It is our information that the decision to cut said channel was a joint decision of the State, the County and the City, and as a consequence we are filing this claim with all three entities under the provisions of the Idaho Tort Claims Act.

In an attempt to comply with Section 6-907 of the Idaho Code, and in further support of this claim, our client asserts the following:

1. That they were the lessees under a lease between Standard Oil Company of California and themselves.
2. They knew and were informed that such property was being purchased by J. Monte Wight and Maxine Wight, his wife, but their rental was payable to Standard Oil Company of California under the provisions of the lease.
3. The lease had another nine months to run, but our clients knew it would not be renewed because of the contract with the Wights.
4. The cutting of the channels severed all of the important services and facilities which were required to run the filling station, such as the sewer, water, entry to the premises, and power.
5. Although some of these items have been restored, others have not, and apparently under an agreement by Mr. Wight and the City of Idaho Falls, they have not been restored, although the City has expressed willingness to do so.
6. As indicated, the entryways and the filling station apron were completely dug through in the areas of the channels, and other portions were badly damaged. The fences bordering the river were removed, and the light poles and fixtures were also removed, which have not been replaced.
7. That perhaps there is damage to underground tanks which is unknown to us at this time.

Since the claimants hereunder were lessees, the damages claimed relate to their inability to obtain the net profits which they had experienced while operating said business. Their estimated damage at this time is the sum of \$1,500.00 per month, starting on the 5<sup>th</sup> day of June, 1976.

The actual residence of the claimants at the time of presenting and filing the claim and for a period of six months immediately prior thereto was as follows:

Mr. V. L. Searle  
Rt. 1, Box 163  
Idaho Falls, Idaho

Mr. Verlin Searle  
256 I Street  
Idaho Falls, Idaho

Yours very truly,  
s/ Thomas C. Whyte

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September 29, 1976

Mr. Roy C. Barnes, City Clerk  
City of Idaho Falls  
City Hall  
Idaho Falls, Idaho

Dear Mr. Barnes:

The undersigned Leulla M. Jensen, pursuant to the Idaho Tort Claims Act, herewith files her claim with the City of Idaho Falls for the personal injuries sustained in a fall at 576 N. Capital Avenue, Idaho Falls, Idaho. Said accident occurred on August 31, 1976 and resulted in injuries to my hip.

I, Luella M. Jensen, am the only person involved in the claim. The estimated amount of said claim would be \$50,000.00 general damages and \$8,500.00 medical and other special damages.

The actual residence of the claimant at this time is: 1466 S. Woodruff, Idaho Falls, Idaho. Prior to living at this address, I resided at 170 S. Emerson, Idaho Falls, Idaho.

The claim, against the City is primarily based on the fact that the City negligently removed a parking meter in front of 576 N. Capital Avenue, and in so doing, left a protrusion rising approximately three-fourths to one inch above the sidewalk level. As a result of said negligent removal, I tripped over the protrusion and sustained sever damage to my hip.

s/ Luella M. Jensen

It was noted that these had previously been forwarded to the City's liability insurance carrier, in the interests of time, without formal Council approval. It was moved by Councilman Erickson, seconded by Campbell, that these actions be duly ratified. Roll call as follows: Ayes, 5, No, none; carried.

Another matter requiring Council ratification was explained by this memo from the Public Works Director:

City of Idaho Falls  
October 7, 1976

MEMORANDUM

TO: Mayor and City Council  
FROM: Donald Lloyd  
SUBJECT: RIGHT-OF-WAY FOR LOMAX STREET

I am attaching hereto a right-of-way contract and two warranty deeds to clear up the necessary right-of-way for Lomax Street. In the interest of time, the Council was polled regarding the right-of-way contract and we are requesting that this action be duly ratified.

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The deeds attached hereto represent an exchange of property in which we are acquiring 724 square feet and deeding 1,096 square feet which represents equivalent values. We would request authorization for the Mayor and the City Clerk to be authorized to sign.

s/ Don

It was moved by Councilman Campbell, seconded by Erickson, that this informal Council action be duly ratified and the Mayor and City Clerk be authorized to sign the deed in question. Roll call as follows: Ayes, 5; No, none; carried.

Bills for the month of September, 1976, having been properly audited by the Fiscal Committee, were presented. The City Clerk was asked to read aloud all fund totals for services, materials, and payroll as follows:

<b><u>FUND</u></b>	<b><u>SERVICE AND MATERIALS</u></b>	<b><u>GROSS PAYROLL</u></b>	<b><u>TOTAL EXPENDITURE</u></b>
General Fund	\$482,714.16	\$284,873.63	\$767,587.79
Street Fund	137,877.91	15,975.44	153,853.35
Airport Fund	4,019.67	6,483.31	10,502.98
Water and Sewer Fund	173,567.86	32,738.06	206,305.92
Electric Fund	319,282.10	51,215.96	370,498.06
Recreation Fund	8,232.12	6,027.57	14,259.69
General Library	2,565.60	11,449.48	14,015.08
Regular Library	144.74	537.00	681.74
Revenue Sharing	15,205.185	.00	15,205.18
Commercial Development	40,886.65	738.40	41,625.05
Flood Disaster	5,585.51	.00	5,585.51
<b>TOTALS</b>	<b><u>\$1,190,081.50</u></b>	<b><u>\$410,038.85</u></b>	<b><u>\$1,600,120.35</u></b>

**LIBRARY CONSTRUCTION EXPENDITURES**

**SEPTEMBER TOTALS:**

		Expenditures To Date:	
9/1/1976	Hoyt Galvin and Associates Interior Consultant Services	\$ 6,743.06	\$1,369,085.90
9/13/1976	Mitchell Construction Company Estimate No. 11	\$160,113.42	\$1,529,199.32
9/30/1976	Sundberg & Associates, Inc. Architect Fees	\$ 2,691.00	\$1,531,890.32

It was moved by Councilman Freeman, seconded by Erickson, that the bills be allowed and the Controller be authorized to issue warrants or checks on the respective funds for their payment. Roll call as follows: Ayes, 5; No, none; carried.

Reports from Division and Department Heads were presented for the month of September, 1976, and, there being no questions nor objections, were accepted by the Mayor and ordered placed on file in the office of the City Clerk.

License applications for ELECTRICAL CONTRACTOR, Steve Huffman for Steve's Electric; JOURNEYMAN ELECTRICIAN, Steve Huffman, David Stizmann, William T. Eason; APPRENTICE ELECTRICIAN, Craig Moore with Lords Electric; MASTER PLUMBER, Gerald Lowe for Upper Valley Plumbing; JOURNEYMAN PLUMBER, Gerald Lowe; CLASS D CONTRACTOR, REFRIGERATION, Claude Melvin Watson for Mel's Repair; CLASS D JOURNEYMAN, REFRIGERATION, Claude Melvin Watson; PHOTOGRAPHY, Keller's Moving Photography; TAXI OPERATOR, Michael Newman; BARTENDER, Charles R. Sterling, Dan

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Weeks, Jimmy Victor Mauro, Jan P. Kennedy, Garry Secor, Andrea Barry, Lani Houghton, Sarah Jane Carnes; were presented. It was moved by Councilman Erickson, seconded by Campbell, that these licenses be granted, subject to the approval of the appropriate Division Director, where required. Roll call as follows: Ayes, 5; No, none; carried.

This memo from the City Clerk was submitted:

City of Idaho Falls  
October 7<sup>th</sup>, 1976

To the Honorable Mayor and City Council  
Idaho Falls, Idaho

Gentlemen:

The Police Department has advised that a sufficient amount of unclaimed and impounded vehicles and merchandise has accumulated to warrant an auction sale. Also, according to the General Services Director, some City surplus items will be available for sale.

We ask authorization to conduct said sale at the usual time and places on Saturday, October 30<sup>th</sup>, that the City Clerk be authorized to publish legal notice accordingly and that a professional auctioneer be retained to conduct the sale.

s/ Roy C. Barnes  
City Clerk

It was moved by Councilman Erickson, seconded by Campbell, that authorization be granted to conduct this auction sale at the time and places indicated; also, that authorization be granted to publish legal notice as required by law; and, that a professional auctioneer be retained to conduct the sale. Roll call as follows: Ayes, 5; No, none; carried.

From the General Services Director, came this memo:

City of Idaho Falls  
October 7, 1976

TO: Honorable Mayor and City Council  
FROM: Chad Stanger  
SUBJECT: AUTHORIZATION TO BID DATE PROCESSING EQUIPMENT

The Finance and General Services Divisions respectfully request authorization to advertise for bids for additional data processing capacity. This request is a result of the recent joint City of Idaho Falls/Bonneville County data processing agreement.

Thank you,  
s/ Chad Stanger

It was moved by Councilman Hovey, seconded by Campbell, that authorization be granted to advertise for bids for additional data processing capacity as recommended. Roll call as follows: Ayes, 5; No, none; carried.

Another memo from the General Services Director was forthcoming, as follows:

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City of Idaho Falls  
October 5, 1976

TO: Honorable Mayor and City Council  
FROM: Chad Stanger  
SUBJECT: COAL BID

It is the recommendation of the General Services Division that the City Council accept the low bid of Doug Andrus and Sons, Inc. to furnish the City coal from September 1, 1976 to August 31, 1977, at \$32.90 per ton.

Thank you,  
s/ Chad Stanger

It was moved by Councilman Hovey, seconded by Campbell, that the low bid of Doug Andrus and Sons be accepted for coal. Roll call as follows: Ayes, 5; No, none; carried.

Finally, from the General Services Director, this memo was submitted:

City of Idaho Falls  
October 7, 1976

TO: Honorable Mayor and City Council  
FROM: Chad Stanger  
SUBJECT: LOWER POWER PLANT HOUSE LEASE

Attached is a copy of the Lease between the City of Idaho Falls and Gladys or Harvey Boyenger for the Lower Power Plant House. Also attached is a request from Gladys Boyenger asking that the Lease be transferred to her son Boyd Evans. Both attachments have been reviewed by the City Attorney. It is the recommendation of the General Services Division that the City Attorney be authorized to draft the proper Lease with the same provisions as the present Lease and the Mayor be authorized to sign said Lease.

Thank you,  
s/ Chad Stanger

It was moved by Councilman Hovey, seconded by Campbell, that the City Attorney be directed to prepare an appropriate Lease in favor of Boyd Evans as recommended, after which the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 5; No, none; carried.

This memo from the Public Works Director was presented:

City of Idaho Falls  
October 7, 1976

ATTN: Honorable Mayor and City Council  
FROM: Donald F. Lloyd  
SUBJECT: GARFIELD STREET BRIDGE

On October 5, 1976, five (5) bids were received on the Garfield Street Bridge, Project 7A-31, as follows:

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1.	B & B Concrete, Inc.	\$54,257.20
2.	C. Reinhart and Son	\$76,383.30
3.	Goodwin Construction	\$78,000.00
4.	Clark Brothers Construction	\$82,506.70
5.	Cannon Structures	\$95,079.44

We recommend that you accept the low bid of \$54,257.20 from B & B Concrete, Inc. on the basis that before notice to proceed is issued they will obtain a Contractor's State License Number for the State of Idaho.

Respectfully submitted,  
s/ Don

It was moved by Councilman Campbell, seconded by Erickson, that the low bid of B & B Concrete in the amount of \$54,257.20 be accepted, subject to their obtaining a Contractor's License from the State of Idaho. Roll call as follows: Ayes, 5; No, none; carried.

This memo from the Electrical Engineer was studied:

City of Idaho Falls  
October 4, 1976

TO: Mayor and Council  
FROM: Steve Harrison  
SUBJECT: CUSTOMER TRANSFER

Mr. Reynold Chambers, owner of the Black Angus Drive Inn on North Yellowstone Highway has requested City electric service. He is presently being served by Utah Power & Light Company. Utah Power & Light Company has agreed to the transfer. The cost of transfer is \$5,710.65 which is 1.67 times the last twelve months billing under the Utah Power & Light rate. No facilities will be purchased from the company.

Your consideration of this transfer is requested.

s/ G. S. Harrison

It was moved by Councilman Wood, seconded by Campbell, that this electric customer transfer from Utah Power & Light to the City be approved under the terms as stated. Roll call as follows: Ayes, 5; No, none; carried.

Another memo from the Electric Engineer was presented, to-wit:

City of Idaho Falls  
October 6, 1976

TO: Mayor and Council  
FROM: Steve Harrison  
SUBJECT: SANDBLAST & PAINT GATES AT LOWER PLANT

The Electric Division requests Council consideration of alternate #2 associated with the H-K Contractors bid for repair of the lower plant dam.

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H-K was the only bidder for sandblasting and painting ten 15' x 20' radial gates at \$11,000 total.

Funds for this portion of the project will be supplied out of the current Electric Division budget.

Since this work will require dewatering of the fore bay, the opportune time is during dam construction and mild weather.

s/ Steve Harrison

It was moved by Councilman Wood, seconded by Campbell, that alternate #2 of the H-K contractors construction bid be accepted; said alternate #2 consisting of sandblasting and painting ten 15' x 20' radial gates associated with the lower power plant dam. Roll call as follows: Ayes, 5; No, none; carried.

Finally, from the Electrical Engineer, this memo was submitted:

City of Idaho Falls  
October 4, 1976

TO: Mayor & Council  
FROM: Steve Harrison  
SUBJECT: WPPSS #4 & #5 ASSIGNMENT AGREEMENT

The Electric Division requests authorization for the Mayor and Clerk to sign the WPPSS #4 & #5 Assignment Agreement.

This agreement provides for the WPPSS #4 & #5 participants who are expecting energy deficits to obtain additional energy from those expecting surpluses. It also provides, via the short term sales agreement that if there is a surplus of energy to the needs of all participants the BPA direct service customers will purchase that surplus.

The Idaho Falls load forecast indicates a deficit position in all years between 85-86 and 1992. We will therefore be requesting more energy than our participating share during this time.

The City's obligation to pay will be based on the ratio of our energy take to energy generated multiplied by plant cost for that year.

s/ Steve Harrison  
Electrical Engineer

It was moved by Councilman Wood, seconded by Campbell, that this WPPSS #4 & #5 assignment agreement be accepted and the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 5; No, none; carried.

Preparatory to introducing a memorandum of understanding between the City and Mr. Stan Linkowski, relative to the recent problem which has arisen with that airport lessee pertaining to personal finances, etc., the City Clerk presented and read aloud this explanatory memo from the City Attorney:

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City of Idaho Falls  
October 7, 1976

TO THE MAYOR AND CITY COUNCIL OF IDAHO FALLS, IDAHO:  
RE: STAN LINKOWSKI LEASE AT FANNING FIELD

I am presenting to you for your consideration duplicate originals of a memorandum of understanding executed by Stan Linkowski. It is self-explanatory and is an offer on the part of Mr. Linkowski to resolve the problem with respect to the City Airport Restaurant and Lounge. If it meets with your approval and the Mayor and City Clerk be authorized to execute the document, the matter will be at this time placed at rest. Basically, the Memorandum of Understanding simply places the parties in statue quo as if the original notice had never been given. Both parties still retain the same rights as to cancellation of the Lease as existed in the basis documents.

If the City should execute this document, one of the signed copies should be mailed to Attorney M. B. Hiller of Idaho Falls, Attorney for Stan Linkowski. He has reviewed this document on behalf of his client.

Sincerely yours,  
s/ A. L. Smith

The aforementioned memorandum of understanding was then presented and read aloud by the City Clerk. In answer to a question by news reporter Dave Wilson as to when the Council decided to have this instrument prepared, Councilman Erickson advised that this was done in executive session the previous Tuesday. It was moved by Councilman Wood, seconded by Hovey, that this memorandum of understanding be accepted and approved and the Mayor and City Clerk be authorized to sign. Roll call as follows: Ayes, 5; No, none; carried.

There being no further business, it was moved by Councilman Campbell, seconded by Hovey, that the meeting adjourn at 8:15 P.M., carried.

ATTEST: s/ Roy C. Barnes  
CITY CLERK

s/ James Freeman  
MAYOR PRO TEM

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