

INST# 161928  
REQUEST City of Idaho City  
SG SEP - 4 AM 8:31  
BOISE COUNTY RECORDER  
BY Rue Helin  
TYPE Misc FEE @ 6<sup>00</sup>/ck

161928

ORDINANCE NO. 255

AN ORDINANCE AMENDING ORDINANCE NO. 246 WHICH ANNEXED CERTAIN LANDS TO THE CORPORATE LIMITS OF IDAHO CITY, WHICH LANDS ARE LOCATED IN BOISE COUNTY, IDAHO, AND ARE ADJACENT OR CONTIGUOUS TO IDAHO CITY, AND PROVIDING AN EFFECTIVE DATE THEREFOR.

BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF IDAHO CITY, IDAHO:

That Ordinance No. 246 shall be amended as follows:

1. The following described parcels (a) and (b) of real property shall be included in Section 1 of Ordinance No. 246, and shall be annexed to the corporate limits of Idaho City:

- (a.) An irregular parcel of land on the Southerly side of the center line of highway as surveyed and shown on the official plat of the Boise Basin FHP 25 M Highway Survey on file in the office of the Department of Public Works of the State of Idaho, and lying in portions of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 26, Township 6 North, Range 5 East, Boise Meridian, described as follows, to-wit:

Commencing at the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 26, Township 6 North, Range 5 East, Boise Meridian, which point is approximately 1320 feet North from the South quarter of said Section 26; thence West along the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 26 a distance of 300.0 feet to a point; thence South 8 25' East 141.55 feet more or less to a point on the Southerly right of way line of the Boise Basin Highway, which point is the REAL POINT OF BEGINNING; thence South 8 25'

East 400.0 feet to a point; thence East 300.0 feet to a point; thence North to a point 8 25' West 393.16 feet more or less to a point; which point bears South 8 25' East 148.34 feet from the commencing point; thence Westerly along a curve left of 2814.8 foot radius, parallel to and 50.0 feet Southerly from the center line of said Highway, a distance of 301.0 feet more or less to the point of beginning and containing 2.74 acres more or less.

- (b.) Township 6 North, Range 5 East, Section 34; Parcel in Bullion Pat. Claim; Pebble Estates Segr. Sub.; MS #1483, Block 1 Lot 1.

2. This Ordinance shall take effect and be in full force and effect from and after its passage, approval and publication according to law.

Adopted and approved this 27<sup>th</sup> day of August, 1996, and signed by the Mayor of the City of Idaho City.

APPROVED:

Patricia Campbell  
Patricia Campbell, Mayor  
City of Idaho City, Idaho

ATTEST:

Leslie Barkell  
Leslie Barkell Idaho City Clerk

ORDINANCE NO. 255

ORDINANCE NO. 254

AN ORDINANCE AMENDING ORDINANCE NO. 183 TO PROVIDE FOR UP TO TWO SERVICE CONNECTIONS PER SEWER LINE UNDER CERTAIN CIRCUMSTANCES.

BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF IDAHO CITY, IDAHO:

I.

Section 15(D) of Ordinance No. 183 is hereby amended as follows:

(D) A separate and independent building sewer and service connection shall be provided for every building; ~~except where one building stands at the rear of another on an interior lot and no separate sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway. In such case, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.~~ Except under such circumstances where, in the opinion of and at the discretion of the authorized representative of the City, the configuration of two buildings is such as to make a separate building sewer for each service connection impractical or unnecessary. In such case, up to two (2) service connections may be made to one building sewer line, in conformance with the requirements of the Uniform Building and Plumbing Codes, latest editions, as adopted by the State of Idaho, provided that both connections are on the same building lot. A separate permit shall be obtained for each connection, with separate charges and fees in accordance with this ordinance.

This ordinance shall take effect and be in full force and effect from and after its passage, approval and publication according to law.

Adopted and approved this 13<sup>th</sup> day of August, 1996, and signed by the Mayor of the City of Idaho City and the Chairman of the City Council.

Patricia Campbell  
Patricia Campbell, Mayor  
City of Idaho City, Idaho

Attest:

Leslie A. Barkell  
Leslie Barkell  
Idaho City Clerk

Inst # 161382

ORDINANCE NO. 253

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CORPORATE LIMITS OF IDAHO CITY, WHICH LANDS ARE LOCATED IN BOISE COUNTY, IDAHO, AND ARE ADJACENT OR CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF IDAHO CITY; PROVIDING THAT A COPY OF THIS ORDINANCE BE FILED WITH THE COUNTY RECORDER OF BOISE COUNTY, STATE OF IDAHO, AND WITH THE STATE TAX COMMISSION OF IDAHO; AND PROVIDING AN EFFECTIVE DATE THEREFORE.

BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF IDAHO CITY, IDAHO:

SECTION 1: That the lands and territory described in Exhibit "A", attached hereto, which lie contiguous and adjacent to the corporate limits of Idaho City and of which the record owners have requested annexation be, and the same are hereby, annexed to the corporate limits of Idaho City, and by such annexation of said territory and all lands included therein, are hereby annexed and included within the territorial limits of the City of Idaho City.

SECTION 2: That from and after the effective date of this ordinance, all property included within the boundaries of the territory described in Section 1 hereof, and annexed to Idaho City as provided by Section 1, and all persons residing therein, shall be subject to all statutes pertaining to Idaho City and all ordinances, police regulations, taxation, and other powers of Idaho City, and all persons within the said territories annexed shall be and are entitled to the all the rights and benefits as are other persons residing within the corporate limits of Idaho City.

SECTION 3: The City Clerk of Idaho City is hereby directed to file immediately after the passage and approval hereof a copy of this ordinance with the State Tax Commission and a copy with the County Recorder of Boise County, as provided by Sections 63-2215 and 50-223, Idaho Code.

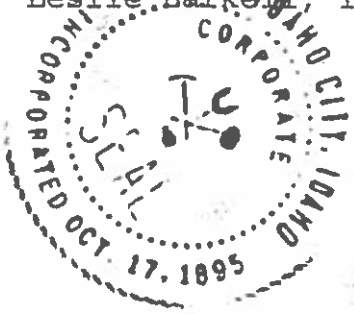
This Ordinance shall take effect and be in full force and effect from and after its passage, approval and publication according to law.

Adopted and approved this 25th day of June, 1996, and signed by the Mayor of the City of Idaho City.

Patricia Campbell  
Patricia Campbell, Mayor  
City of Idaho City, Idaho

ATTEST:

Leslie Barkeld  
Leslie Barkeld, Idaho City Clerk



161382

DIST: 161382  
REQUEST City of Idaho City  
BY: 50 20 47  
DATE: Due Now  
TIME: 5900/Each

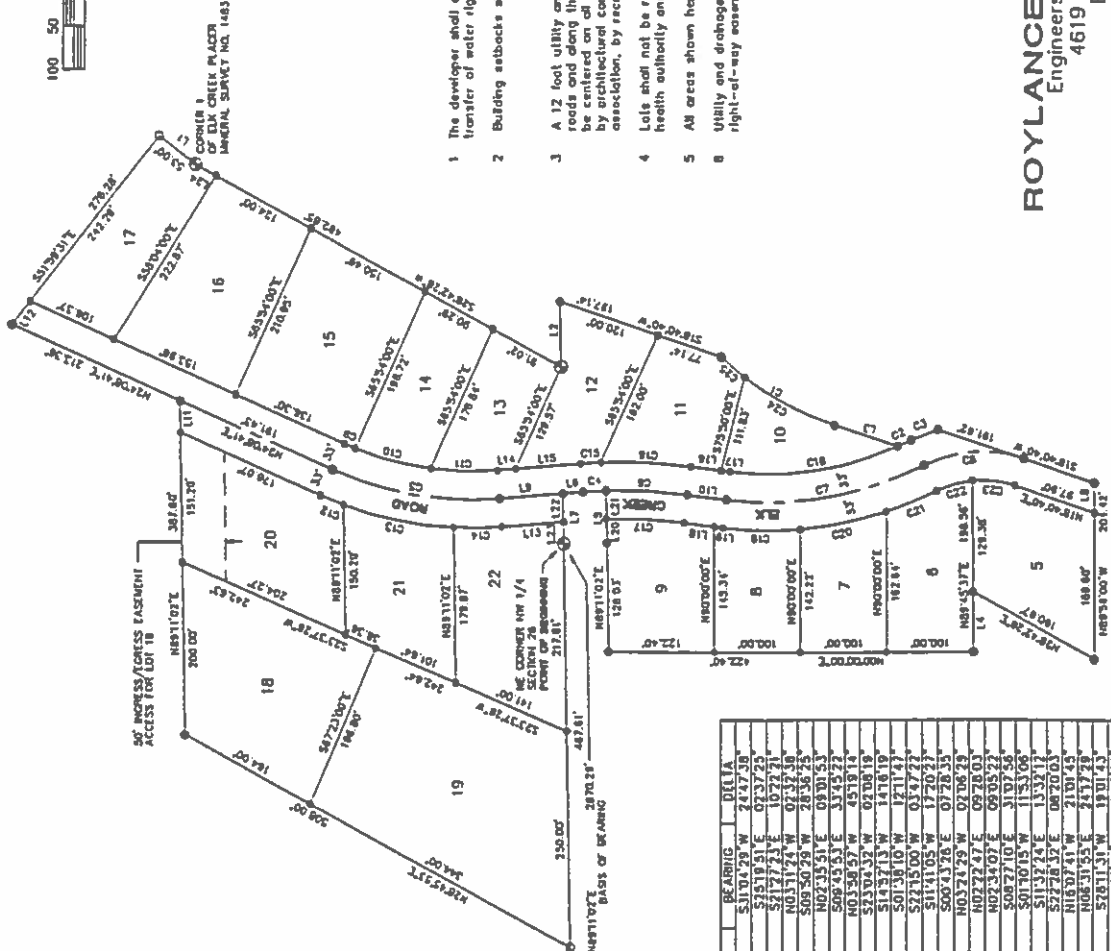
**PLAT SHOWING  
ELK CREEK SUBDIVISION  
A RESUBDIVISION OF LOTS 2 AND 4 AND A PORTION OF LOT 1  
ELK CREEK SEGREGATION SUBDIVISION  
SITUATED IN THE S 1/2 OF SECTION 23 AND THE N 1/2 OF SECTION 28 T8N R6E BM BOISE COUNTY IDAHO  
1984**

**LEGEND**

- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 5/8" STEEL PIN
- SET 5/8" STEEL PIN
- SET 1/2" STEEL PIN
- (100') DATA OF RECORD

**LINE TABLE**

LINE	DIRECTION	DISTANCE
L1	S37°32'00" W	51.00'
L2	N85°39'01" E	75.36'
L3	S18°40'40" W	71.63'
L4	S89°45'37" W	89.18'
L5	N85°39'01" E	60.70'
L6	N03°21'44" W	23.43'
L7	S68°08'01" W	58.15'
L8	S89°45'37" W	41.87'
L9	S03°21'44" E	74.07'
L10	S07°01'09" W	18.37'
L11	S85°39'01" E	31.80'
L12	S37°32'00" W	27.01'
L13	S04°21'44" E	21.26'
L14	S07°01'09" W	41.79'
L15	S04°21'44" E	15.09'
L16	S07°01'09" W	10.48'
L17	S07°08'48" W	35.17'
L18	S07°08'48" W	10.44'
L19	S07°08'48" W	10.44'
L20	N89°08'01" E	27.20'
L21	N85°39'01" E	31.06'
L22	S89°08'01" W	33.06'
L23	S89°08'01" W	25.00'
L24	S28°42'20" W	27.04'



**CURVE TABLE**

C. NO.	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DITTA
C1	358.00'	154.93'	70.89'	153.71'	S11°01'20" W	24.17.38
C2	367.00'	18.81'	8.40'	18.80'	S75°19'51" E	07.37.25
C3	183.00'	33.13'	16.81'	33.06'	S71°17'31" E	10.77.71
C4	600.00'	28.64'	13.32'	28.64'	N03°11'24" W	07.57.50
C5	400.00'	199.71'	101.89'	197.65'	S09°50'29" W	28.36.25
C6	600.00'	94.58'	47.39'	94.48'	N02°35'51" E	09.00.53
C7	400.00'	235.66'	121.36'	232.77'	S08°45'53" E	33.45.22
C8	130.00'	118.53'	62.82'	118.50'	M03°58'57" W	45.19.14
C9	387.00'	13.70'	6.85'	13.70'	S23°04'32" W	02.08.19
C10	387.00'	91.47'	45.85'	91.18'	S14°37'13" W	14.18.19
C11	367.00'	28.12'	14.21'	28.12'	S01°38'10" W	12.11.47
C12	433.00'	28.84'	14.32'	28.83'	S22°15'00" W	03.47.22
C13	433.00'	131.05'	68.03'	130.55'	S11°41'05" W	17.20.27
C14	433.00'	56.50'	28.28'	56.46'	S00°43'26" E	07.28.35
C15	633.00'	23.29'	11.65'	23.29'	N03°21'29" W	02.08.29
C16	633.00'	104.60'	52.42'	104.48'	N02°22'47" E	09.28.03
C17	587.00'	69.85'	45.07'	69.86'	N02°34'07" E	09.05.22
C18	587.00'	199.41'	102.23'	198.97'	S08°27'10" E	31.07.56
C19	433.00'	69.82'	45.07'	69.86'	S01°10'15" W	11.33.06
C20	433.00'	102.30'	51.39'	102.06'	S11°32'24" E	13.33.12
C21	433.00'	62.89'	31.55'	62.83'	S27°28'37" E	08.20.03
C22	433.00'	42.84'	21.72'	42.70'	N16°37'41" W	21.01.45
C23	117.00'	49.80'	25.18'	49.73'	N06°31'55" E	24.17.29
C24	358.00'	118.35'	60.00'	118.35'	S78°11'31" W	19.01.43
C25	358.00'	36.07'	18.03'	36.01'	S40°32'21" W	05.43.56

**NOTES**

- The developer shall comply with Section 31-3803, Idaho Code, relating to transfer of water rights.
- Building setbacks shall be at least: Front 20 feet, Rear 15 feet, Side 10 feet.
- A 12 foot utility and drainage easement exists inside of lot three along roads and along the subdivision boundary, and a 12 foot easement will be created on lots one, two, and three, as determined not to be needed by architect, engineer, contractor, or other, or if none, then by a homeowners association, by recorded plat.
- Lots shall not be reduced by site without prior approval of appropriate health authority and the Boise County Commissioners.
- All areas shown hereon are for tax purposes only.
- Utility and drainage easements along roads may be used as a road right-of-way easement and for snow storage.

**ROYLANCE AND ASSOCIATES PA**  
 Engineers - Surveyors - Landplanners  
 4619 Suite D-2 Emerald Street  
 Boise, Idaho 83706  
 (208) 336-7390

# CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned do hereby certify that they are the owners of a certain tract of land to be known as ELK CREEK SUBDIVISION as shown on this Subdivision Plat and described as follows:

A tract of land being Lots 2 and 4 and a portion of Lot 1 of Elk Creek Segregation Subdivision (a recorded subdivision on file as Instrument No. 146051, Records of Boise County, Idaho) situated in the South 1/2 of Section 23 and the North 1/2 of Section 26, Township 6 North, Range 5 East, Boise Meridian, Boise County, Idaho, and also a portion of said North 1/2 of Section 26, described as follows:

Commencing at a found brass cap monumenting the Northwest Corner of said Section 26, thence along the northerly line of the Northwest 1/4 of said Section 26 North 89°-11'-02" East a distance of 2670.25 feet to a found brass cap monumenting the Northeast Corner of said Northwest 1/4, said brass cap being the POINT OF BEGINNING.

Thence continuing along said northerly line South 89°-11'-02" West a distance of 467.61 feet to a found steel pin on the westerly boundary of said Elk Creek Segregation Subdivision,  
Thence leaving said northerly line and along said westerly boundary North 26°-45'-53" East a distance of 508.00 feet to a set steel pin monumenting the Northwest Corner of said Lot 2,  
Thence leaving said westerly boundary and along the northerly line of said Lot 2 North 89°-11'-02" East a distance of 387.60 feet to a set steel pin on the centerline of Elk Creek Road,  
Thence leaving said northerly line and along said centerline, North 24°-05'-41" East a distance of 213.36 feet to a set steel pin on the northerly boundary of said Elk Creek Segregation Subdivision, said steel pin being the Northeast Corner of said Lot 4,  
Thence leaving said centerline and along said northerly boundary South 51°-59'-31" East a distance of 276.28 feet to a found steel pin,  
Thence leaving said northerly boundary and along the easterly boundary of said Elk Creek Segregation Subdivision South 37°-32'-04" West a distance of 53.00 feet to a found aluminum cap monumenting Corner Number 1 of the Elk Creek Placer (Mineral Survey Number 1483),  
Thence continuing along said easterly boundary South 28°-42'-28" West a distance of 482.85 feet to a found aluminum cap on the northerly line of the Northeast 1/4 of said Section 26,  
Thence leaving said easterly boundary and along said northerly line North 89°-06'-01" East a distance of 75.36 feet to a set steel pin,  
Thence leaving said northerly line South 18°-40'-40" West a distance of 197.14 feet to a set steel pin,  
Thence following said northerly line and along said westerly boundary South 31°-04'-29" West, a chord distance of 154.92 feet, said curve having a radius of 358.00 feet, a central angle of 24°-47'-38", a chord bearing South 31°-04'-29" West, a chord distance of 153.71 feet to a set steel pin,  
Thence South 18°-40'-40" West a distance of 77.63 feet to a set steel pin,  
Thence following said northerly line and along said centerline, North 24°-05'-41" East a distance of 213.36 feet, said curve having a radius of 367.00 feet, a central angle of 02°-37'-25", a chord bearing South 25°-19'-51" East, a chord distance of 16.80 feet to a set steel pin,  
Thence following said northerly line and along said westerly boundary South 31°-04'-29" West, a chord distance of 154.92 feet, said curve having a radius of 358.00 feet, a central angle of 10°-22'-21", a chord bearing South 21°-27'-23" East, a chord distance of 33.08 feet to a set steel pin,  
Thence South 18°-40'-40" West a distance of 197.14 feet to a set steel pin,  
Thence North 89°-06'-01" West a distance of 204.42 feet to a set steel pin on the easterly line of Tract A of said Elk Creek Placer,  
Thence along said easterly line North 28°-42'-28" East a distance of 160.67 feet to a set steel pin on the southerly boundary of said Elk Creek Segregation Subdivision,  
Thence leaving said easterly line and along said southerly boundary South 89°-45'-37" West a distance of 69.18 feet to a set steel pin,  
Thence leaving said southerly boundary North 00°-00'-00" East a distance of 422.40 feet to a set steel pin,  
Thence North 89°-11'-02" East a distance of 126.03 feet to a set steel pin,  
Thence North 89°-06'-01" East a distance of 27.70 feet to a set steel pin on the westerly right-of-way of said Elk Creek Road,  
Thence following said westerly right-of-way northerly along the arc of a circular curve concave westerly a distance of 24.59 feet, said curve having a radius of 567.00 feet, a central angle of 02°-29'-05", a chord bearing North 03°-13'-11" West, a chord distance of 24.59 feet to a set steel pin,  
Thence continuing along said westerly right-of-way North 04°-27'-44" West a distance of 25.43 feet to a set steel pin on said northerly line of the Northeast 1/4 of Section 26,  
Thence leaving said westerly right-of-way and along said northerly line South 89°-06'-01" West (formerly South 89°-07'-30" West) a distance of 25.08 feet to the POINT OF BEGINNING.

The above described tract of land contains ( ) more or less, subject to all existing easements and ( ) of-way.



ORDINANCE NO. 252

"AN ORDINANCE IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF IDAHO CITY, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF 25 YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE."

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO CITY, IDAHO THAT;

SECTION 1. The City of Idaho City, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the "Grantee") the right (subject to the rights of the City set forth in Section 14 hereof), privilege and franchise for a period of twenty-five (25) years from and after July 9, 1996, however, with the right to amend by mutual agreement in accordance with Section 15, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 9 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. The City shall have no responsibility for the costs of such relocations. The Grantee shall bear the cost of relocating its facilities at the City's request, unless the facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations.

SECTION 5. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional expense upon Grantee of its said poles and facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 6. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expenses or liability arising from or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities.

SECTION 7. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Idaho City shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should

the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 8. The electric service to be furnished to the public hereunder, and all rates and charges therefor, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 9. As compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to one percent (1%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 10. The City shall have the right during the term of this franchise agreement to increase the franchise fee hereunder up to three percent (3%), by obtaining approval of a majority of voters of the City voting on the question at an election held in accordance with chapter 4, title 50, Idaho Code. Any such vote to increase the franchise fee hereunder shall provide that the increased franchise fee will apply to any electric service provider (other than the City) who utilizes the City's streets, alleys or other public places to provide electrical service within the City, during the term of this franchise agreement.

SECTION 11. The Grantee shall keep accurate books of account for the collection of the franchise fees hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9 above.

SECTION 12. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 13. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 14. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 15. In the event of an amendment to the laws, rules or regulations of the City of Idaho City, the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, 60 days notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 16. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 17. Sale, assignment or lease of this franchise is prohibited without notification to the City.

SECTION 18. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 19. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION 20. The existing franchise agreement between the City and Grantee set forth in Ordinance No. 43 dated February 6, 1947, shall terminate upon the adoption and acceptance of this ordinance.

SECTION 21. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on July 9, 1996.

PASSED AND ADOPTED by the Council of the City of IDAHO CITY this 9<sup>th</sup> day of July, 1996.

APPROVED by the Mayor this 9<sup>th</sup> day of July, 1996.

ATTEST:

Pat Campbell  
Mayor

Jessie A Barkell  
City Clerk

(Seal)

ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this 26<sup>th</sup> day of July, 1996.

By:

D. H. Jackson  
D. H. Jackson  
Vice President - Retail Services

ATTEST:

Robert W. Stah  
Secretary

(Seal)

ORDINANCE NO. 251

AN ORDINANCE PROVIDING FOR THE SALE OF REAL PROPERTY OWNED BY THE CITY OF IDAHO CITY.

WHEREAS, THE CITY OF IDAHO CITY OWNS REAL PROPERTY WHICH IS NOT CURRENTLY BEING USED FOR PUBLIC PURPOSES, AND;

WHEREAS, IT IS DEEMED IN THE BEST INTEREST OF IDAHO CITY BY THE CITY COUNCIL TO SELL SAID PROPERTY, BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF IDAHO CITY, AS FOLLOWS:


1. The City Council will sell at public auction the following described real property per Exhibit "A" attached, pursuant Chapter 14 of Title 50 of the Idaho Code.

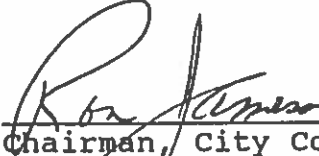
2. The sale will not occur until at least sixty (60) days have past since the passage of the Ordinance as indicated below.

3. This Ordinance shall be effective as of the 21 day of May, 1996.


4. This Ordinance shall take effect, and be in full force and effect from and after its passage, approval and publication according to law.

Adopted and approved this 21 day of May, 1996, and signed by the Mayor of the City of Idaho City and the Chairman of the City Council.

  
\_\_\_\_\_  
Patricia Campbell, Mayor  
City of Idaho City, Idaho

  
\_\_\_\_\_  
Chairman, City Council

ATTEST:

  
\_\_\_\_\_  
Leslie Barkell, Idaho City Clerk



Engineers Surveyors Planners

Project: 18663  
Date: May 16, 1996

LOT 1 "B"

A parcel of land within a portion of the W 1/2 of the SW 1/4 of the NW 1/4, Section 26, T.6N., R.5E., B.M., Boise County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 26 and 27 of said township and range, from which the North 1/16 corner of said Section 26 bears North 00°21'01" East, 1,314.65 feet;

thence North 00°21'01" East, 685.74 feet along the section line common to said Sections 26 and 27, to a point marking the most Westerly corner common to Lot 1 and Lot 2 as shown on that certain unrecorded map on file at the office of J-U-B ENGINEERS, Inc., Boise, Idaho, known as B960516;

thence along the common line between said Lots 1 and 2, North 89°11'18" East, 355.96 feet to a point on the toe of slope, more or less, and the **REAL POINT OF BEGINNING**;

thence leaving said lot line and continuing along said toe of slope, more or less, the following 15 courses:

- North 00°17'47" West, 54.06 feet;
- North 78°41'34" West, 15.96 feet;
- North 10°20'47" West, 38.12 feet;
- North 22°27'59" East, 58.66 feet;
- North 31°56'57" East, 27.18 feet;
- North 04°33'48" East, 35.01 feet;
- North 35°50'52" East, 47.79 feet;
- South 54°58'55" East, 28.75 feet;
- South 14°01'48" East, 69.58 feet;
- South 68°00'08" East, 47.91 feet;
- South 76°05'00" East, 55.13 feet;
- North 51°55'13" East, 19.36 feet;
- North 22°55'49" East, 61.29 feet;
- North 60°27'55" East, 47.93 feet;
- North 46°32'55" East, 37.64 feet;

thence leaving said toe of slope, North 46°32'55" East, 29.57 feet to a point on the Easterly boundary line of said Lot 1;



thence Southerly along said lot line, South 00°02'05" East, 264.20 feet to a point marking the most Easterly corner common to said lots;

thence along said common lot line, South 89°11'18" West, 312.93 feet to the REAL POINT OF BEGINNING.

Contains 1.37 acres or 59,736 square feet, more or less.

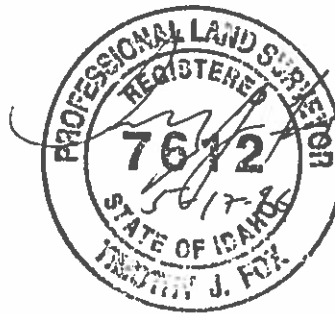
See Sketch "A" attached.

SUBJECT TO:

All existing easements and road rights-of-way of record or appearing on the above-described parcel of land.

Prepared by:

J-U-B ENGINEERS, Inc.



MRE:mre

Timothy J. Fox, P.L.S.

f:\projects\18663\leg-desc\lot1-b.doc



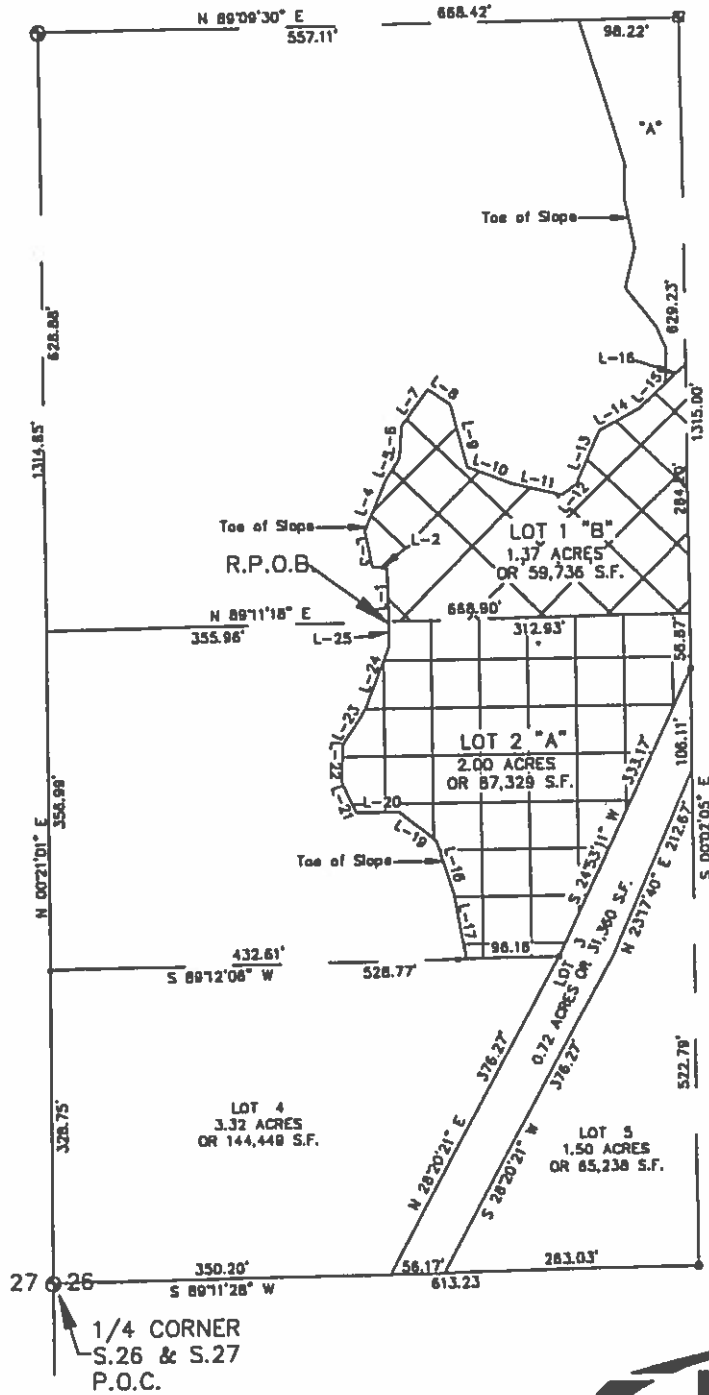
# SKETCH "A"



SCALE: 1"=200'

- ⊙ Found Brass Cap
- ⊠ Found Aluminum Cap
- Found 3/8" Iron Pin
- Found 1/2" Iron Pin

LINE	DIRECTION	DISTANCE
L-1	N 00°17'47" W	54.06'
L-2	N 78°41'34" W	15.96'
L-3	N 10°20'47" W	38.12'
L-4	N 22°27'59" E	58.66'
L-5	N 31°56'57" E	27.18'
L-6	N 04°33'48" E	35.01'
L-7	N 35°50'52" E	47.79'
L-8	S 54°58'55" E	28.75'
L-9	S 14°01'48" E	69.58'
L-10	S 68°00'08" E	47.91'
L-11	S 76°05'00" E	55.13'
L-12	N 51°55'13" E	19.36'
L-13	N 22°55'49" E	61.29'
L-14	N 60°27'55" E	47.93'
L-15	N 46°32'55" E	37.64'
L-16	N 46°32'55" E	29.57'
L-17	N 09°55'16" W	71.29'
L-18	N 17°26'07" W	58.45'
L-19	N 50°57'40" W	49.12'
L-20	S 89°47'35" W	44.44'
L-21	N 24°18'08" W	35.29'
L-22	N 01°19'48" E	40.01'
L-23	N 33°24'35" E	43.09'
L-24	N 21°23'12" E	70.78'
L-25	N 00°17'47" W	25.21'



ENGINEERS • SURVEYORS • PLAN  
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 05-16-96 MRE