



NOTICE OF PUBLIC MEETING

Monday, November 7, 2016

CITY COUNCIL CHAMBERS

680 Park Avenue

Idaho Falls, ID 83402

3:00 p.m.

The public is invited to attend. This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make an effort to accommodate your needs.

SPECIAL MEETING (Council Work Session)

Call to Order and Roll Call

Mayor and Council:

- Acceptance and/or Receipt of Minutes
- Mayor's Reports, Calendar Items, and Announcements (15)
- City Council Reports (10)
- Community Support Grants Recommendations (15)

Public Works:

- Snow Removal Update (10)
- 1st Street and Freeman Avenue Traffic Signal Discussion (15)

Fire Department:

- 3-D Walk-thru of Fire Station 1 (10)

Municipal Services:

- Magistrate Court Invoice Discussion (15)
- Civic Auditorium Agreement Discussion and Update (15)

Community Development Services:

- Short-term Rentals Discussion (35)
- Development Ordinance Discussion – Line Extensions/Waivers (10)

Special Events Planning:
(Multiple Departments)

- Fourth of July Review and Fireworks Sponsor Analysis (15)
- Eclipse Planning Information and Review of Incident Management Planning (15)

DATED this 4th day of November, 2016

A handwritten signature in blue ink that reads "Kathy Hampton".

Kathy Hampton
City Clerk



MEMORANDUM

TO: Honorable Mayor and Council
FROM: Brad Cramer, Director
DATE: November 3, 2016
RE: November 1, 2016, Planning Commission Action

BGC-112-16

Planning Commission took the following action during the November 1, 2016, meeting.

1. **PLAT16-032: FINAL PLAT. Linden Park Addition, Division No. 8, 1st Amended.** Generally south of 1st St., west of St Clair Rd., north of John Adams Pkwy., and east of SW Bonneville Dr.
Recommended approval.
2. **ANNX16-024: ANNEXATION/INITIAL ZONING. M&B: Approx. 8.223 (Valencia Annexation) with initial zoning of R-3A.** Generally south of E Sunnyside Rd., west of S 25th E, north of E 49th S and east of Washington Pkwy.
Recommended approval.
3. **ANNX16-025: ANNEXATION/INITIAL ZONING. M&B: Approx. 33.64 Acres, Sections 25, 26, 35, & 36, T 2N, R 37E. (Heritage Park and a portion of the Snake River.** Generally south and north of W Sunnyside Rd., west of S Yellowstone Ave., east of Snake River Parkway
Recommended approval.

RECOMMENDED COUNCIL ACTION: To receive recommendation(s) from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA).

BGC/dp
cc: File

PC Action 10-4-16

Sister Cities Youth Group Adult Meeting

September 7, 2016

Kendra Peck	Tate Corbridge	Julia Peck
Cathy Duckwitz	Nicholas Cebull	Gwenda Lee
Melinda Cebull	A'maurie Duckwitz	May Chaffin
Jacqueline Corbridge	Elly Finnigan	Victoria Estrada
Garrett Corbridge	Rachel Cebull	Peter Cebull
Brennan Corbridge	Elijah Meacham	Karen Finnigan
Jack Mckinney	Dallin Peck	

Calendar Items

September 19th – 5:30 Student Board and A'maurie presentation for City Council

September 19th – 7:00 p.m. Griffith Building Student Meeting

September 24th – (Possible) Garden Work Day 9 a.m. at the Japanese Garden

October 2nd-11th – Adult Delegation Japanese Visit

October 3rd – Welcome dinner for Adult Japanese Delegation at Catered your Way

October 5th – 7:00 p.m. Griffith Building Student Delegation Adult Meeting

October 7th – Taco Dinner 6:30 or 7:00 at Hope Lutheran Church (set-up at 5:30)

November 2nd – 7:00 p.m. Griffith Building Sister Cities Youth Adult Meeting -Officer Elections

November 5th Please note: Bento Box has been moved to November 5th A sign-up will be sent around in October for that event.

Approved Minutes from July (No meetings in August)

Friendship Garden Work Day

Melinda will ask about 9 a.m. Saturday, September 24th

Recent Japan Visit

What went well/future changes?

Hobbies – in order to match families up more accurately, we need to find out more about hobbies

Communication – if there was a way to help increase communication between students and host families it would be helpful

Travel – We do not want to use a travel agent next time – Airline said they could get us a group rate without going through an agent.

Consensus was that it might be worth it to pay more out of pocket to avoid leaving and arriving in the middle of the night.

Melinda and May do not want to use Salt Lake Express again – bathroom smelled really bad on bus home. Bus in Salt Lake was 1 ½ hours late and stopped for 20 minutes a few extra times. Air conditioning made the ride uncomfortably cold.

In the future we should look into leaving from Idaho Falls directly.

If students or parents of students have any issues they would like to bring up but don't want to share with the group, let a member of the board know.

Treasurer Report/Budget

Total \$4,182

Decrease of \$9,035.53

Reimbursement checks for the trip were subtracted out

We received \$500 INL Donation

We received \$100 donation

4th of July \$1,000

Snow Cone Sales at 35th Anniversary Celebration \$130

Melinda typed up a sheet showing budget items and approximately how much it cost to host and approximate earnings from fundraisers. We need a more detailed budget in the future.

Last time for example it took about \$6,000 to host 15 students from Japan

Future Delegations to Japan

While in Japan we had a discussion about the number of students each country should be willing to send and receive. The Japanese would prefer that we only send 15 or less from here on out. It is hard for them to arrange transportation for more. They were fine with us sending a larger number this time since they had done that recently but asked us to limit the number to 15 for future visits.

Ordinance

Adult Sister Cities group re-wrote the ordinance and sent it back to the city council for consideration. Melinda will send out a copy of that if members are interested.

Mayor Request

We received a letter from the Mayor asking for some students to attend a city council meeting at 5:30 on September 19th to educate them about the sister cities youth group and tell about their experience in Japan this summer. Melinda asked Rachel Cebull, Garrett Corbridge, Julia Peck (The Sister Cities Youth Board) and A'maurie Duckwitz to come up with a 2-3 minute presentation for the city council.

Julia needs to turn in Minutes for the student meeting in July

We need to send the minutes to the city council after they are approved
(Still need to add notes from Junko - Jackie thinks she has a copy)

Dues/Fees

Normally in the past we have collected dues but the city said we are not allowed to do that. We may still collect "fees" but we have to find out if that is an option. So we are going to wait for now. They are not considered late until January so we will wait till the end of the year.

Points

A question was asked about how old a student has to be to begin earning points for the next trip. The student in question, Brennan is currently 12. It was agreed that he can start earning points now.

Fundraisers

Fundraisers do not begin until January so we will discuss more about them later

Melinda gave a quick overview of the fundraisers we currently have

(high and low amounts over the last ~10 years)

Last year Paramount Movie Ticket Sales (~ 660)

(only done 2 years) Town and Country Gift Card Sales (2015 - \$1,020, 2016 \$485)

Dinner and Raffle (Raffle \$1,797 Dinner \$1,232/ Raffle \$667 Dinner \$367)

Garage Sale (mid/late May) low ~700 – high \$1800

4th of July parade (paint lines, carry banners, judge floats) \$1,000

If anyone has suggestions for new Fundraisers please notify a member of the board.

Visiting Delegation from Japan

October 2nd-11th

Adults will be coming from Japan. We need a list of who is coming..

October 7th

We are hosting a taco bar dinner. **Watch for a sign-up sheet** on google docs for the supplies and help needed for that. If you would prefer to donate money and have the board buy some supplies that is ok too. Melinda and Peter will donate taco meat. We need to plan for 40 adults from the Japanese and adult delegation and then whoever is going from our group – so 50-60.

We need some students and adults to help set up at 5:30. The dinner will begin at 6:30 or 7:00. Students will make decorations at the next student meeting.

Mexican/Harvest themes were proposed. Harvest theme with pumpkins/jack-o-lanterns and gourds for decoration or tissue paper balls for Mexican theme.

Monday, October 3rd the board has also been invited to the welcome dinner for the Adult Japanese delegation at Catered your way. If any students want to go they need to contact Melinda by this Friday.

Next Student Meeting

Students who went to Japan will talk about their experiences. If you know anyone interested in joining the group, this would be a good recruitment event.

Japanese Cooking Class/Taiko Drumming

If you are interested in participating in one of these events let Melinda know and she will set something up. JACL could do cooking – sushi making like last time. Janet Youngblood does Taiko drumming but we would need to know how many are interested before setting that up.

Next Year

Watch for a sign-up sheet for those interested in continuing with the group next year.

Meeting Adjourned

September 19th – Student Meeting Minutes

Attendees:

Max Benjamin
Peter Cebull
Brennan Corbridge
Cathy Duckwitz
Kylie Eaton
Elly Finnigan
Dallin Peck
Jacobi Retallic
Rebecca Smith
Stephanie VanAuseleln

Mitchell Benjamin
Nicholas Cebull
Garrett Corbridge
David Eaton
Mario Estrada
Ian Finnigan
Julia Peck
Laurie Retallic
Anna St. Michel

Melinda Cebull
Rachel Cebull
Tate Corbridge
Katie Eaton
Victoria Estrada
Karen Finnigan
Kendra Peck
Alexia Lords
Whitney St. Michel

Minutes:

- We went through introductions for everyone new.
- Announcement by Melinda: there were some people who were getting upset because the group doesn't advertise enough.
- Volunteers to take flyers to schools: Skyline- Mario, Compass- Jacobi, Hillcrest & Bonneville- Garret, IF- Ian (?)
- Also considering a way to add an advertisement into the newspaper.
- Minutes approved
- Garden Day on Sep. 24th.
- Oct. 3rd is the welcome dinner
- Oct. 7th is taco dinner, there will be a sign-up sheet.
- There were presentations from those who went to Japan on the trip.
- Tissue paper decoration making taught by Melinda.

10-28-16 - Begin 12:24
Non-Profit Grant Process

Minutes -

- Same discussion as Oct. 11th

- Role

- Michelle Ziel - Dingman
- Barb Enhardt
- Tony Rickford

- Applications reviewed

- 2 Non-profits asked for Power donations after the initial Grant

- Diopbot -

S. Behavioral Health Crisis Center - 259 Police uses this year

- 1st request for help - unique center

- Support w/ Police Dept

- \$6,000 of Bedding, clothing - Requested

- ~~\$6,000. or~~ - ~~\$6,000~~ - \$6,000 ask

Bonaville County Veterans Memorial

- Homeless Stand down location

- Request \$50,000 - building facade

- Pass - Bacon Wages Improvement Program

- which would cost 20%

higher - \$40,000

Center for Hope

- ⁶⁰ Bus Passes - \$1,050 ✓
- for getting low income / fixed income folks for transports to Job interviews / Dr. Apt's + Such.

CVB / EIJL - Chamber

- ~~\$1,500~~ ^{last} ~~asked~~ \$15,000 \$10,000 ✓ recommended.
- Tourism Center - Shared costs

Downtown Foundation

- Requested \$45,000 - \$5,000 recommended.
- Planter Boxes - Beautification

Hospice of Eastern Idaho - 1,000,000. - ^{overall} Budget

- only Non-Profit in Idaho Falls
- lift Elevator for ADA + need this lift fixed.
- \$7,349. for Elevator

Idaho Falls Arts Council - 2014-2015 ^{\$22,000}
_{\$4,000}

- Asked for \$50,000 - 40% Donation
- Variety of Performances 28% tickets
- Improved Downtown with Willard Arts Center
- \$30,000 recommendation ✓

Idaho Falls Symphony ASK \$15,000 Economic Impact -

\$7,000

- \$5,000 last year - local musicians
- Detailed history of grant requests
-

Museum of Idaho \$49,000 last year

Request \$50,000
Recommendation

- Support of Exhibitions - \$33,000
- Power Downtown going away
- Economic Impact \$5,000,000 annually
- 100,000 visitors

Senior Citizens Community Center \$9,500 2014

\$18,000 recommendation

- \$10,000 grant last year - Power Bill not being covered
- Meals on wheels - Food cost
- 2,000 meals weekly
- 27,000 meals this year - Food costs
- call 911 + wellness quick check.

Art Museum of Eastern Idaho - \$5,000 2 years ago

- \$8,500 ASK - serve schools w/ art programs
- Art Education - Monthly visits to Judy Detention
- 7 percent of Budget from grants

Domestic Violence & Sexual Assault Center

- Power request - Police trained by this group - \$10,000 + donated to the city from the group

\$2,700

Adjourned - motion made by Secundo of
1:25 PM John



MEMORANDUM

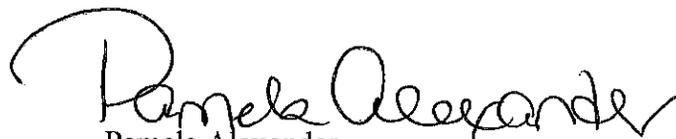
TO: Mayor and City Council
FROM: Municipal Services Department
DATE: November 4, 2016
RE: Civic Auditorium Use Agreement with Idaho Falls School District 91

Municipal Services respectfully requests City Council to authorize the approval of the Civic Auditorium Use Agreement between the City of Idaho Falls and Idaho Falls School District 91.

- The agreement was created to memorialize the current use of the Civic Auditorium by the school district since an agreement has not been in place since 1993.
- The agreement identifies the facility areas owned by the City, including the parking lot, art and band rooms currently being used by the school district and students. In addition, it formalizes Idaho Falls High School use of these areas during regular school hours.
- The agreement formalizes the discontinued practice of the school district charging for after school use of the art and band rooms to other parties.
- The agreement formalizes the agreed upon use of the Idaho Falls High School restrooms during Civic performances as well as shared inventory language to restock the restroom following Civic Auditorium use.
- The agreement formalizes our professional services agreement with Idaho Falls Arts Council for scheduling of the auditorium, art and band rooms.
- The school district board review and approved the document on Wednesday, October 12, 2016.

This agreement has been the result of several coordination meetings with representatives from the Idaho Falls School District #91, Municipal Services and City Attorney. This agreement is for a period of one-year, with options to renew the terms of the agreement annually.

Respectfully,


Pamela Alexander
Municipal Services Director

**CIVIC AUDITORIUM USE AGREEMENT BETWEEN CITY OF IDAHO FALLS,
IDAHO AND IDAHO FALLS SCHOOL DISTRICT #91**

THIS CIVIC AUDITORIUM USE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND IDAHO FALLS DISTRICT #91 (hereinafter "Use Agreement") made and entered into this 12th day of October, 2016, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Idaho Falls District #91, 690 John Adams, Idaho Falls, Idaho 83401 (hereinafter "DISTRICT").

WITNESSETH:

WHEREAS, CITY constructed its Civic Auditorium in 1953; and

WHEREAS, the Civic Auditorium was constructed contiguous with DISTRICT's Idaho Falls High School; and

WHEREAS, CITY and DISTRICT desire to enter into a formal Use Agreement to document the various expectations and responsibilities of the respective parties; and

WHEREAS, this Use Agreement is written in anticipation of entering into a long-term Use Agreement between the parties.

NOW THEREFORE, BE IT AGREED, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES BETWEEN THE PARTIES HERETO, AS FOLLOWS:

I. TERM

This Use Agreement shall commence at midnight October ____, 2016, local time and shall end at midnight October ____31, 2017, local time.

II. DEFINITIONS

For purposes of this Use Agreement, the following definitions and descriptions shall apply:

A. CIVIC AUDITORIUM: Civic Auditorium includes the main floor lobby, foyer, main auditorium, stage, scene shop, upper lobby, dressing rooms, below-lobby restrooms, office, orchestra pit, balcony, and all restrooms and sinks within the Civic Auditorium not otherwise specifically defined in this Use Agreement and as depicted in Exhibit "A" to this Use Agreement and adopted herein by this reference. "Civic Auditorium" shall not include the Band Room, Art Room, City Restrooms, or DISTRICT ADA-compliant Restrooms, as those terms are defined in this Use Agreement.

B. BAND ROOM: The room immediately to the east of the Art Room on the north side of DISTRICT hallway of Idaho Falls High School. The Band Room also contains various storage areas, practice rooms, offices, and a uniform storage space. See Exhibit "A".

- C. ART ROOM: The room immediately to the west of the Band Room and north of DISTRICT Idaho Falls High School hallway. The Art Room contains within it storage areas at and above ground level. See Exhibit "A".
- D. DISTRICT RESTROOMS: Four (4) restrooms, two of which meet the requirements of the Americans with Disability Act, located to the south of DISTRICT Idaho Falls High School hallway (north of retractable crowd control gates) on both the Idaho Falls High School ground level and Idaho Falls High School second floor. CITY and DISTRICT both contributed to the cost of remodeling the ground level restrooms to comply with the ADA.
- E. CITY RESTROOMS: The two (2) restrooms north of DISTRICT Idaho Falls High School hallway contiguous with the Art Room. See areas designated in "W.C." in Exhibit "A".
- F. CUSTODIAN CLOSET: The small storage closet, used by custodial staff, located immediately to the east of Art Room.
- G. CIVIC AUDITORIUM PARKING LOT: The parking lot running east and west to the north of the Civic Auditorium, Art Room, and Band Room - along John Adams Parkway between South Holmes Avenue and Tiger Avenue and as depicted on Exhibit "B" to this Use Agreement and adopted herein by this reference.

III. FACILITY USE

- A. This Use Agreement governs Civic Auditorium, Band Room, Art Room, Civic Auditorium Parking Lot, CITY Restrooms, DISTRICT Restrooms, and Custodian Closet.

- B. Civic Auditorium

Unless otherwise specifically noted in this Use Agreement, DISTRICT shall schedule and use the Civic Auditorium, as defined in this Use Agreement, pay to the Idaho Falls Arts Council (IFAC) through the standard non-profit rate charge pursuant to the 2015-2016 Civic Auditorium Fee Schedule administered by IFAC pursuant to a contract between CITY and IFAC attached hereto as Exhibit "C". The Civic Auditorium Manager shall have the discretion to allow DISTRICT to schedule use of the auditorium for one hour or less, when no technicians are needed, and within the Civic Auditorium Manager's regularly scheduled work hours for no charge.

- C. Band Room

- 1. Band Room shall be available for DISTRICT use during regular Idaho Falls High School hours of operation (generally 7:30 a.m. to 5 p.m. local time) during regular DISTRICT school sessions (generally mid-August through mid-December and January

through mid-June annually). Band Room shall not be available for DISTRICT use during events scheduled by IFAC in support of Civic Auditorium uses. Uses outside of the regular school hours and regular school sessions shall be scheduled through IFAC. In the event the band room is scheduled for use outside of regular school hours and regular school sessions, CITY shall be responsible for coordinating cleaning of the band room. Under no circumstances shall DISTRICT rent or otherwise sublease the Band Room and, specifically, DISTRICT shall not collect or earn any monies or value from rental or sublease of Band Room or rooms or spaces within Band Room.

2. CITY shall have access to all storage spaces, offices, practice spaces, uniform storage space, and other storage and spaces in the Band Room and shall have keys and access to them at all times. DISTRICT will have access to and coordinate uses of these spaces through IFAC.

D. Art Room

1. Art Room shall be available for DISTRICT use during regular Idaho Falls High School hours of operation (generally 7:30 a.m. to 5 p.m. local time) during regular DISTRICT school sessions (generally mid-August through mid-December and January through mid-June annually). Art Room shall not be available for DISTRICT use during events scheduled by IFAC in support of Civic Auditorium uses. Uses outside of the regular school hours and session shall be scheduled through IFAC. In the event the art room is scheduled for use outside of regular school hours and regular school sessions, CITY shall be responsible for coordinating cleaning of the art room. Under no circumstances shall DISTRICT rent or otherwise sublease the Art Room and, specifically, the DISTRICT shall not earn any monies from such rental or sublease the Art Room and, specifically, DISTRICT shall not collect or earn any monies or value from rental or sublease of Art Room or rooms or spaces within Art Room.

2. CITY shall have access to all storage spaces in the Art Room and shall have keys and access to these spaces at all times. DISTRICT will have access to and coordinate uses of these spaces through IFAC.

E. Restrooms and Custodian Closet

1. CITY Restrooms, as defined in this Use Agreement, shall not be available for DISTRICT use.

2. DISTRICT Restrooms shall be available for use during all Civic Auditorium activities booked through IFAC without charge to CITY.

3. Neither party shall charge the other for any restroom janitorial services, including those related to CITY Restrooms and DISTRICT Restrooms.

4. Custodian Closet may be utilized by either party, with each party having access, keys, and each party maintaining separate, clearly marked inventory for cleaning purposes.

F. Civic Auditorium Parking Lot

The parking lot is available for use by DISTRICT where DISTRICT use will not unreasonably interfere with IFAC bookings and Civic Auditorium bookings and uses. DISTRICT may use the parking lot at no charge for DISTRICT functions, including regular Idaho Falls High School functions. DISTRICT shall defer to IFAC bookings unless there is a specific agreement with CITY and IFAC on a case-by-case basis to do otherwise. DISTRICT shall be responsible for snow plowing at no cost to CITY while school is in session and not during regularly scheduled school holidays and breaks as per Exhibit D. CITY shall be responsible for snow removal and overall maintenance of parking lot while school is not in session. DISTRICT shall communicate parking lot use requests through IFAC. CITY and DISTRICT shall cooperate on uses of the parking lot to ensure that the parking lot is available for use by CITY and DISTRICT.

IV. GENERAL MAINTENANCE AND UTILITIES

CITY shall be responsible for all operations, maintenance, and payment of utilities (including electricity) for Civic Auditorium (including the main floor lobby, foyer, main auditorium, stage, scene shop, upper lobby, office, orchestra pit, and balcony). There shall be no cost to DISTRICT for Civic Auditorium operation and janitorial maintenance. CITY shall furnish, at its own cost and at no expense to DISTRICT, all electricity for lights and other powers in the Civic Auditorium, Band Room, Art Room, and CITY Restrooms.

CITY shall use the Idaho Falls High School heat loop provided by DISTRICT at no charge to CITY.

V. PIANOS AND ORGANS

Pianos and organs in the Civic Auditorium shall be used by DISTRICT only with prior permission from CITY, as coordinated through IFAC. Such use shall be at no charge when DISTRICT has been granted prior permission for their use.

VI. INDEMNIFICATION

DISTRICT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities, and costs arising from the negligent acts of DISTRICT in the use of the Civic Auditorium, Band Room, Art Room, CITY Restrooms, DISTRICT Restrooms, and Civic Auditorium parking lot under this Use Agreement, to the extent that DISTRICT is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between DISTRICT and CITY. DISTRICT shall not be obligated to indemnify CITY for CITY's sole negligence.

CITY agrees, to the fullest extent permitted by law, to indemnify and hold harmless DISTRICT against damages, liabilities, and costs arising from the negligent acts of CITY in the use of the Civic Auditorium, Band Room, Art Room, CITY Restrooms, DISTRICT Restrooms, and Civic Auditorium parking lot under this Use Agreement, to the extent that CITY is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between CITY and DISTRICT. CITY shall not be obligated to indemnify

DISTRICT for DISTRICT's sole negligence.

VII. INSURANCE

DISTRICT shall procure and maintain for the duration of the Use Agreement, a policy of commercial general liability insurance or coverage against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to DISTRICT its agents, representatives or employees.

CITY and DISTRICT shall provide and retain insurance to a limit of not less than five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants through the Idaho County Risk Management Program (ICRMP) or an equivalent insurance provider during the term of this Use Agreement.

The insurance or liability policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY or DISTRICT. The insurance certificate shall contain language evidencing these requirements.

VIII. COSTS AND ATTORNEY FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

IX. NO JOINT POWERS AGREEMENT OR PARTNERSHIP CREATED

The parties herein specifically do not intend to and do not by this Use Agreement create a Joint Powers Agreement or partnership of any kind.

X. JURISDICTION AND VENUE

It is agreed that this Use Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

XI. MODIFICATION AND ASSIGNABILITY OF AGREEMENT

This Use Agreement contains the entire agreement between the parties concerning Civic Auditorium, Band Room, Art Room, CITY Restrooms, DISTRICT Restrooms, and Civic Auditorium Parking Lot uses, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Use Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. Neither party may not subcontract or assign its rights or duties arising hereunder.

XII. BINDING AND SUCCESSORS

CITY and DISTRICT each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Use Agreement and to the partner, successors, and legal representatives of such other parties with respect to all covenants of this Use Agreement.

XIII. CITY'S REPRESENTATIVES

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

XIV. DISTRICT'S REPRESENTATIVES

DISTRICT shall designate a representative authorized to act in behalf of DISTRICT. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

XV. NON-DISCRIMINATION

Both parties shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, or national origin.

XVI. TERMINATION OF AGREEMENT

This Agreement may be terminated by DISTRICT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of DISTRICT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

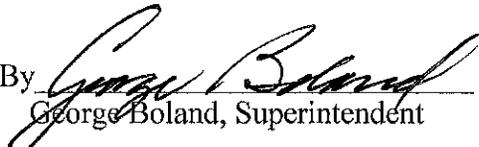
ATTEST:

"CITY"
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

"DISTRICT"
Idaho Falls District 91

By 
George Boland, Superintendent

STATE OF IDAHO)
) ss.
County of Bonneville)

On this ___ day of _____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public of Idaho
Residing at:

My Commission Expires: _____

(Seal)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 17th day of October, 2016, before me, the undersigned, a notary public for Idaho, personally appeared George Boland, known to me to be the Superintendent of Idaho Falls District 91 that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Debbie Wilkie

Notary Public of Idaho

Residing at:

Idaho Falls
My Commission Expires: 7/28/2017

(Seal)

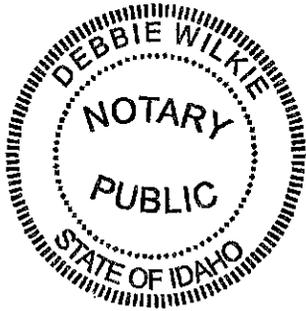
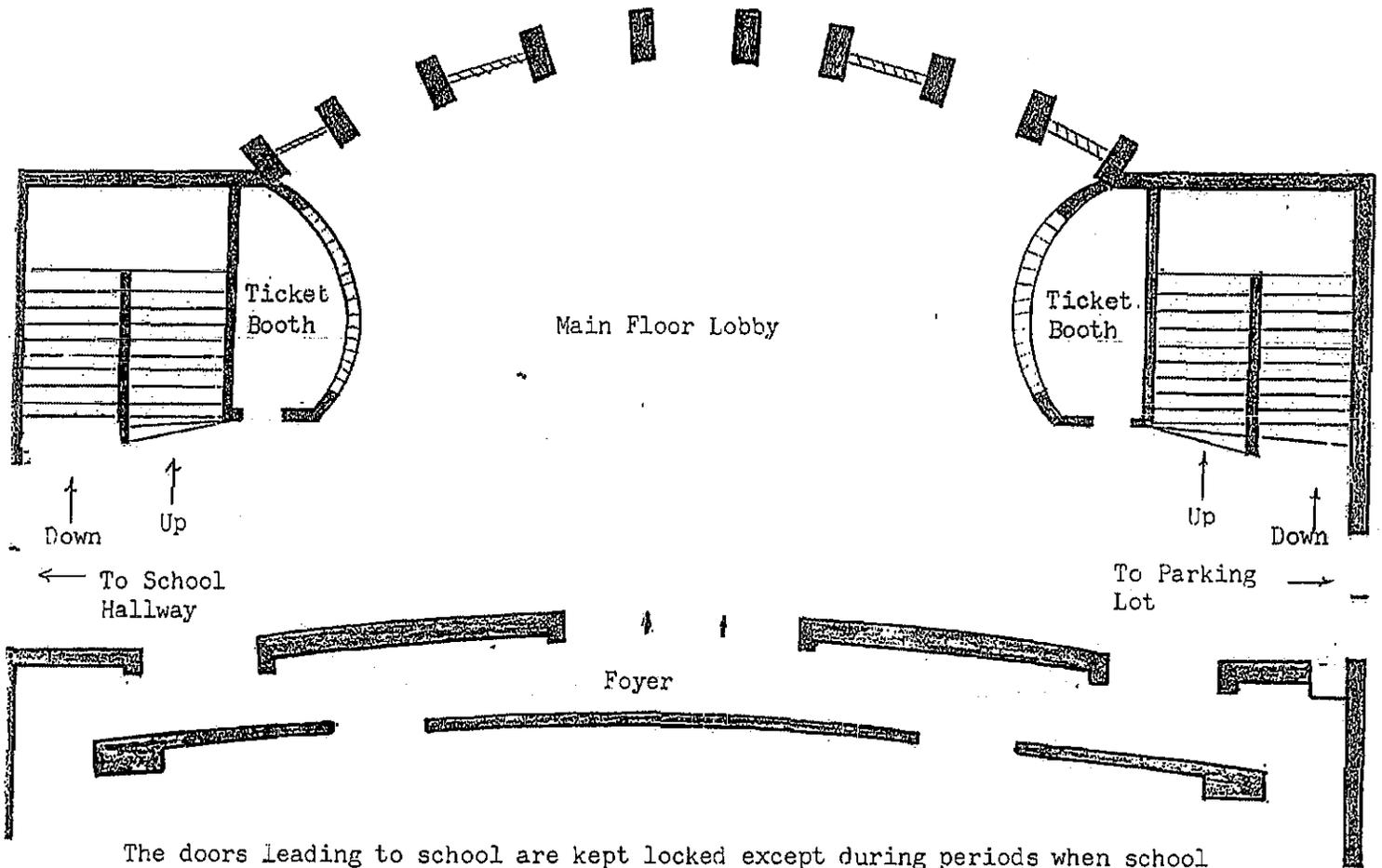


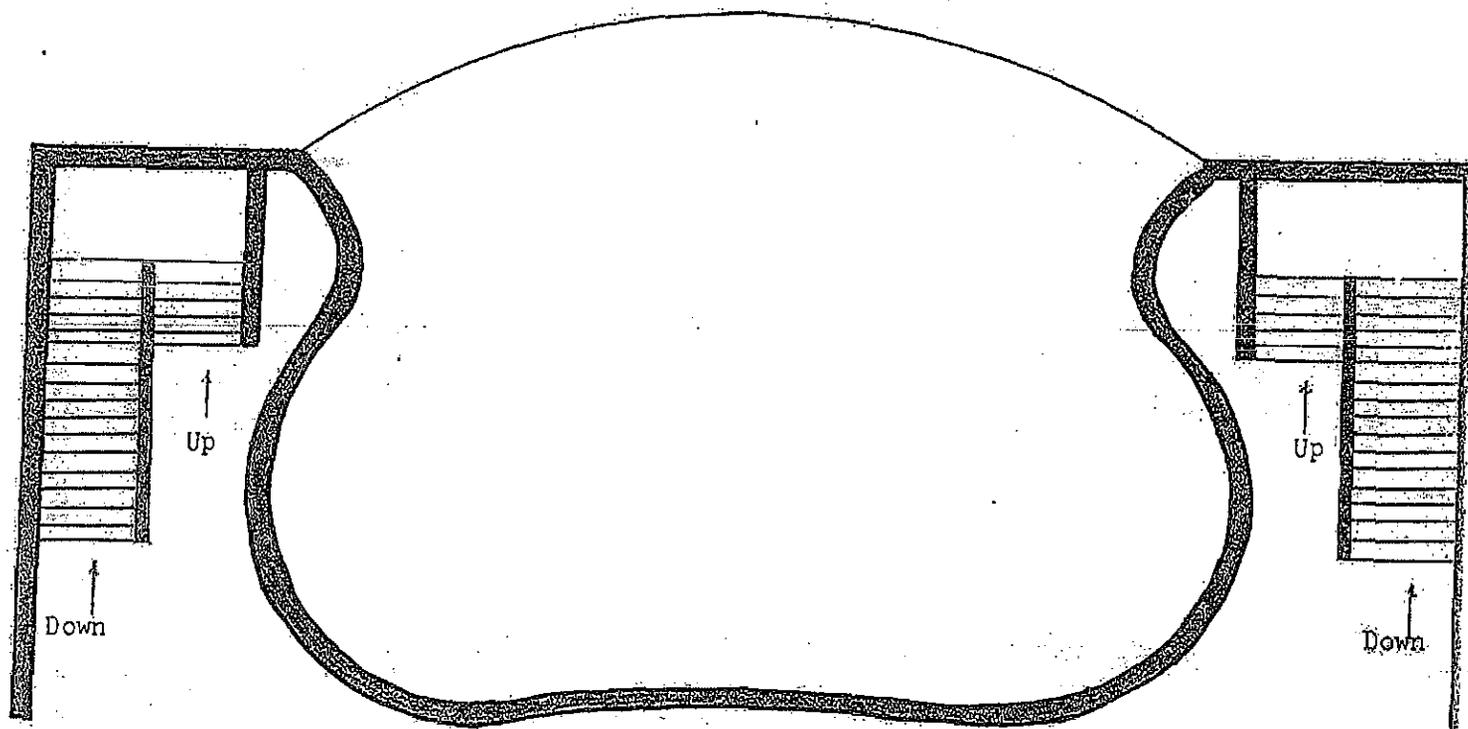
Exhibit "A"



The doors leading to school are kept locked except during periods when school uses auditorium

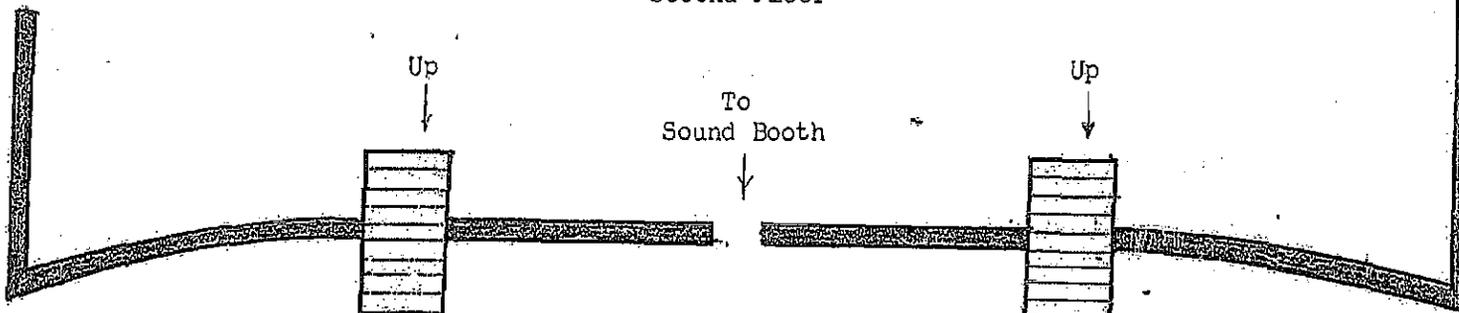
The doors between lobby and foyer may be kept closed during performance

Rest Rooms are located under lobby



← To School Hallway

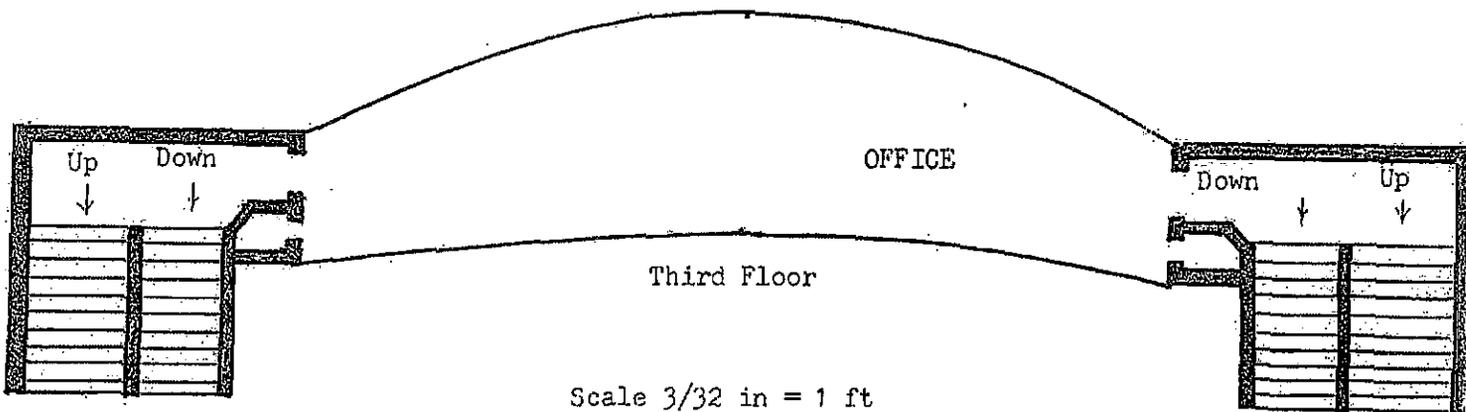
UPPER LOBBY
Second Floor



To
Center of Balcony

To
Center of Balcony

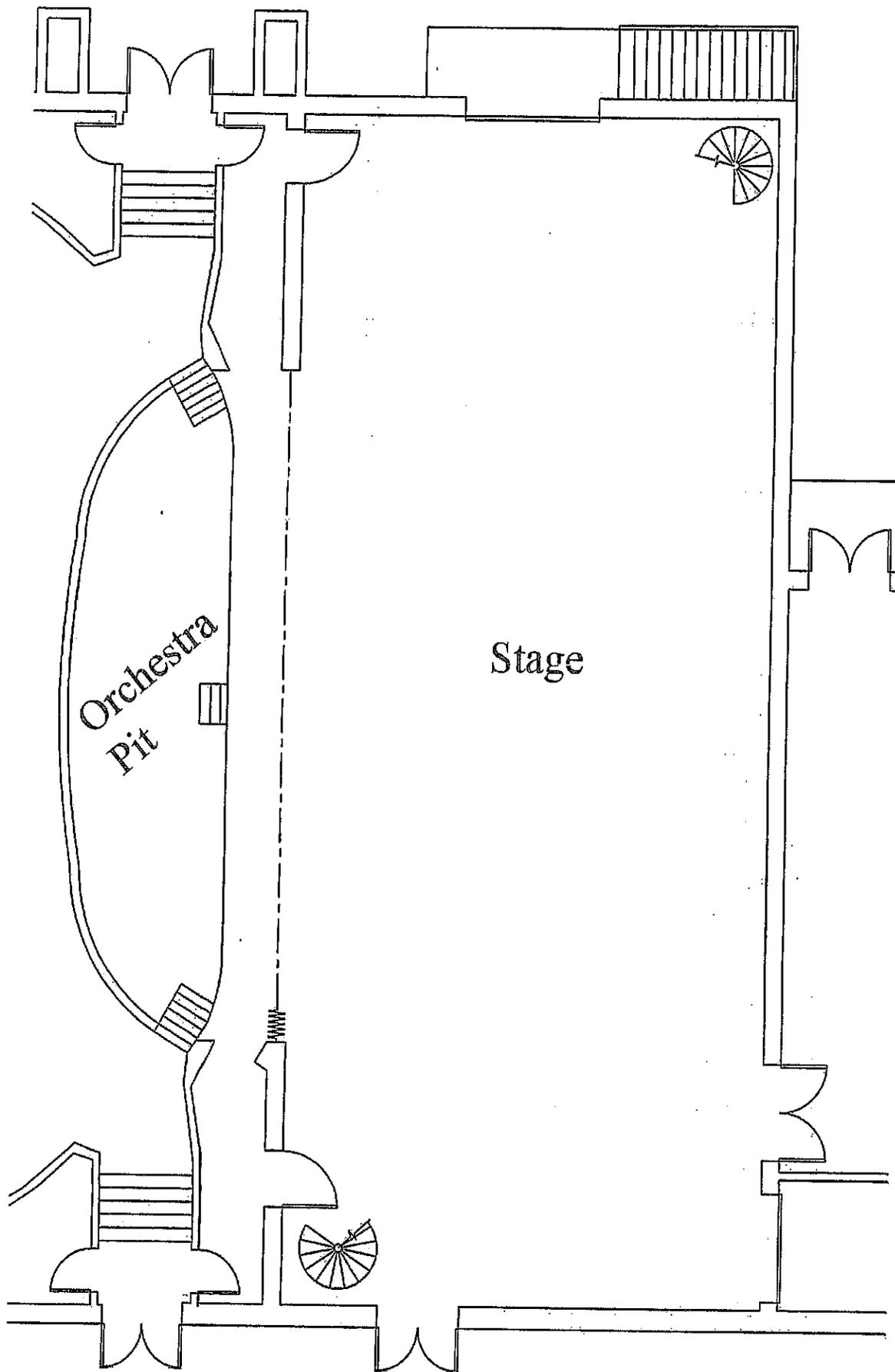
To
Sound Booth

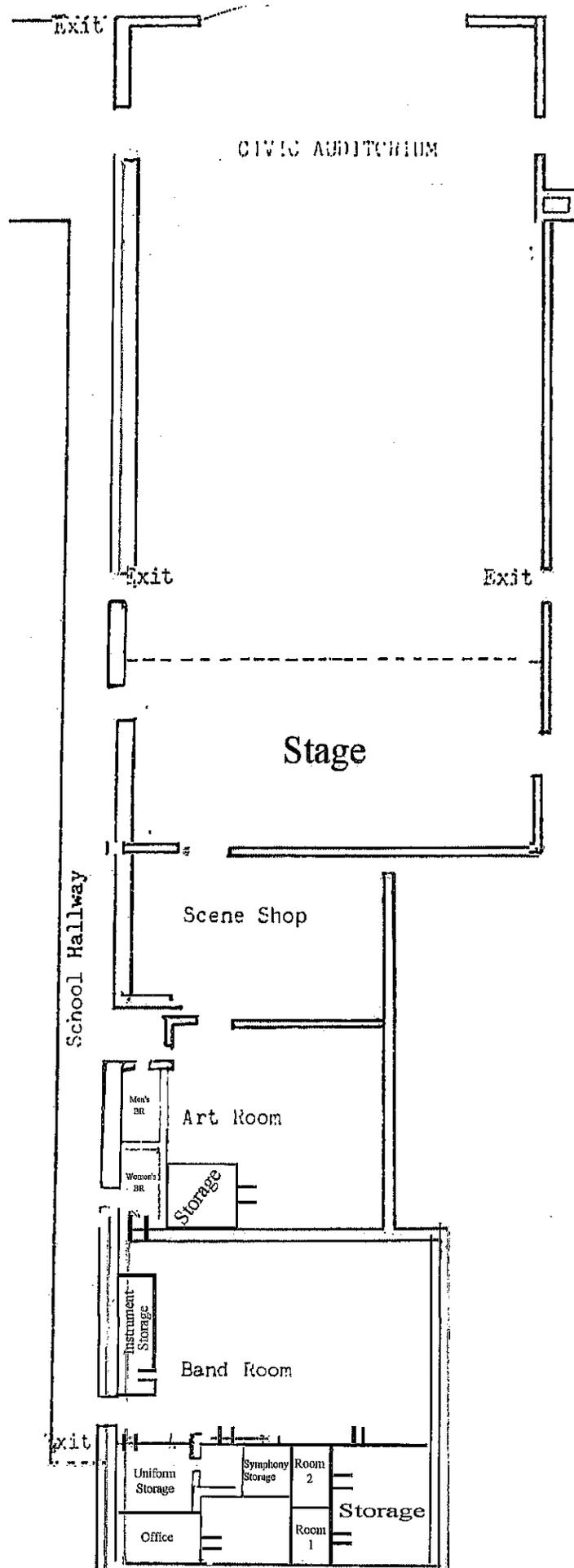


OFFICE

Third Floor

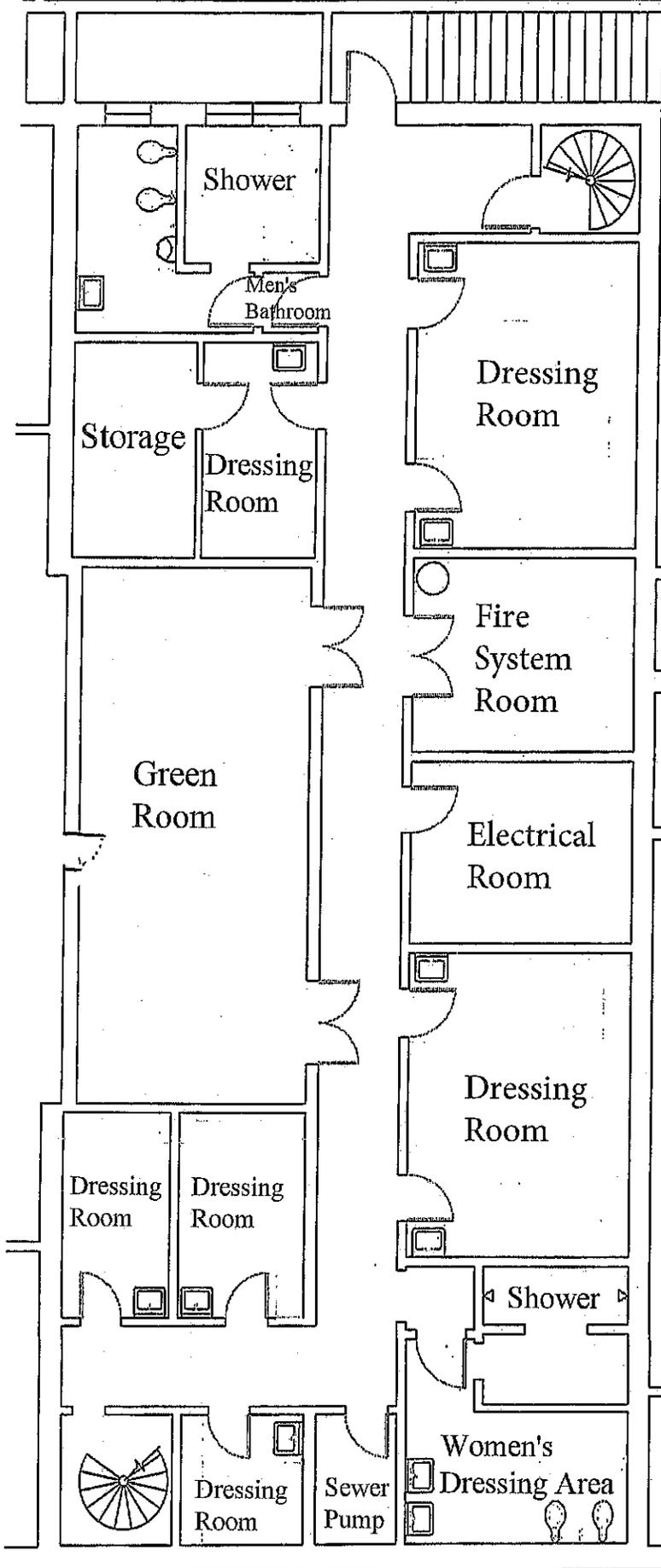
Scale 3/32 in = 1 ft





Scale 3/32 In = 3 Ft

Under Stage



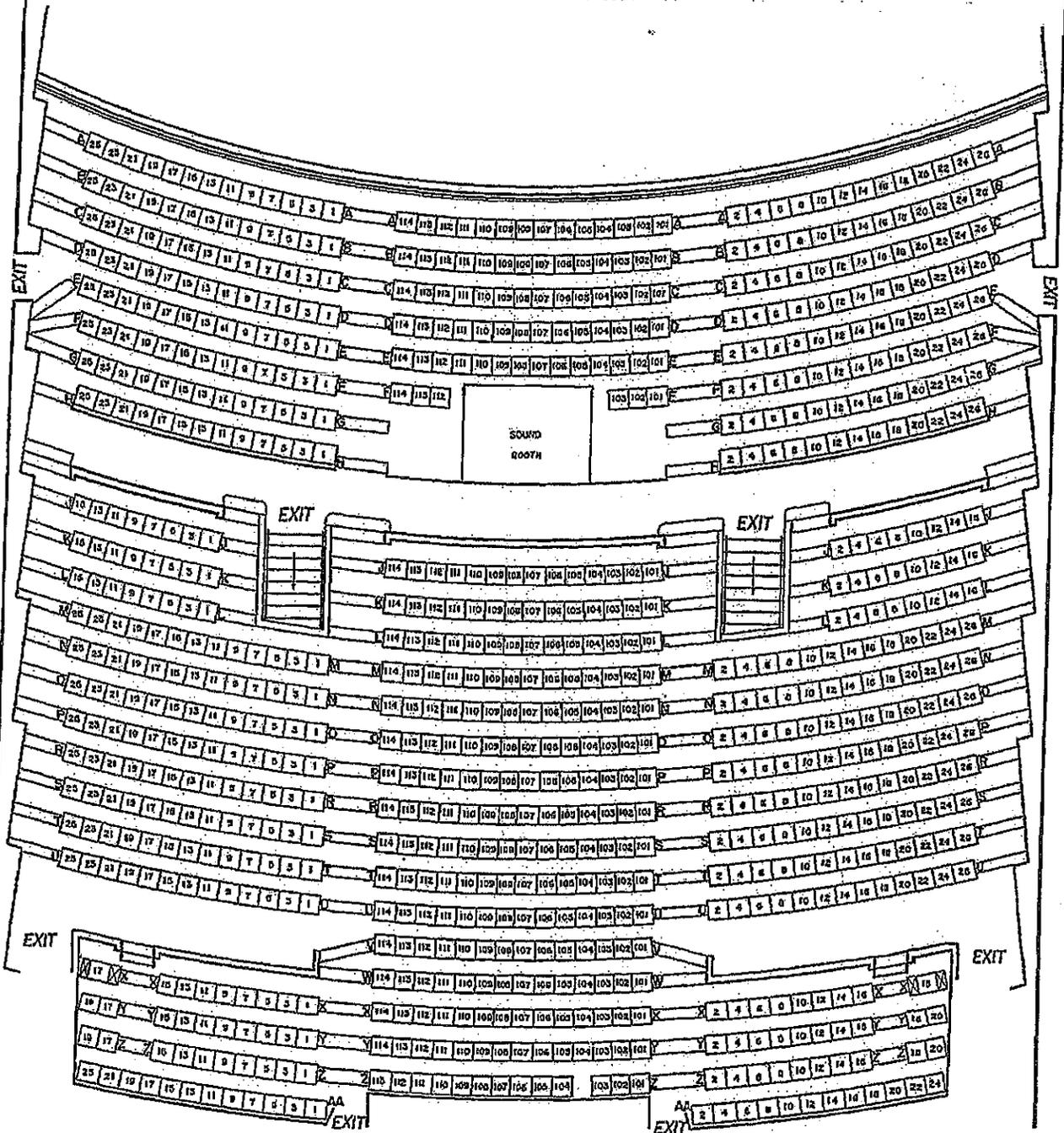
CIVIC AUDITORIUM

IDAHO FALLS, IDAHO

(SEATING PLAN)

BALCONY
843 SEATS

STAGE

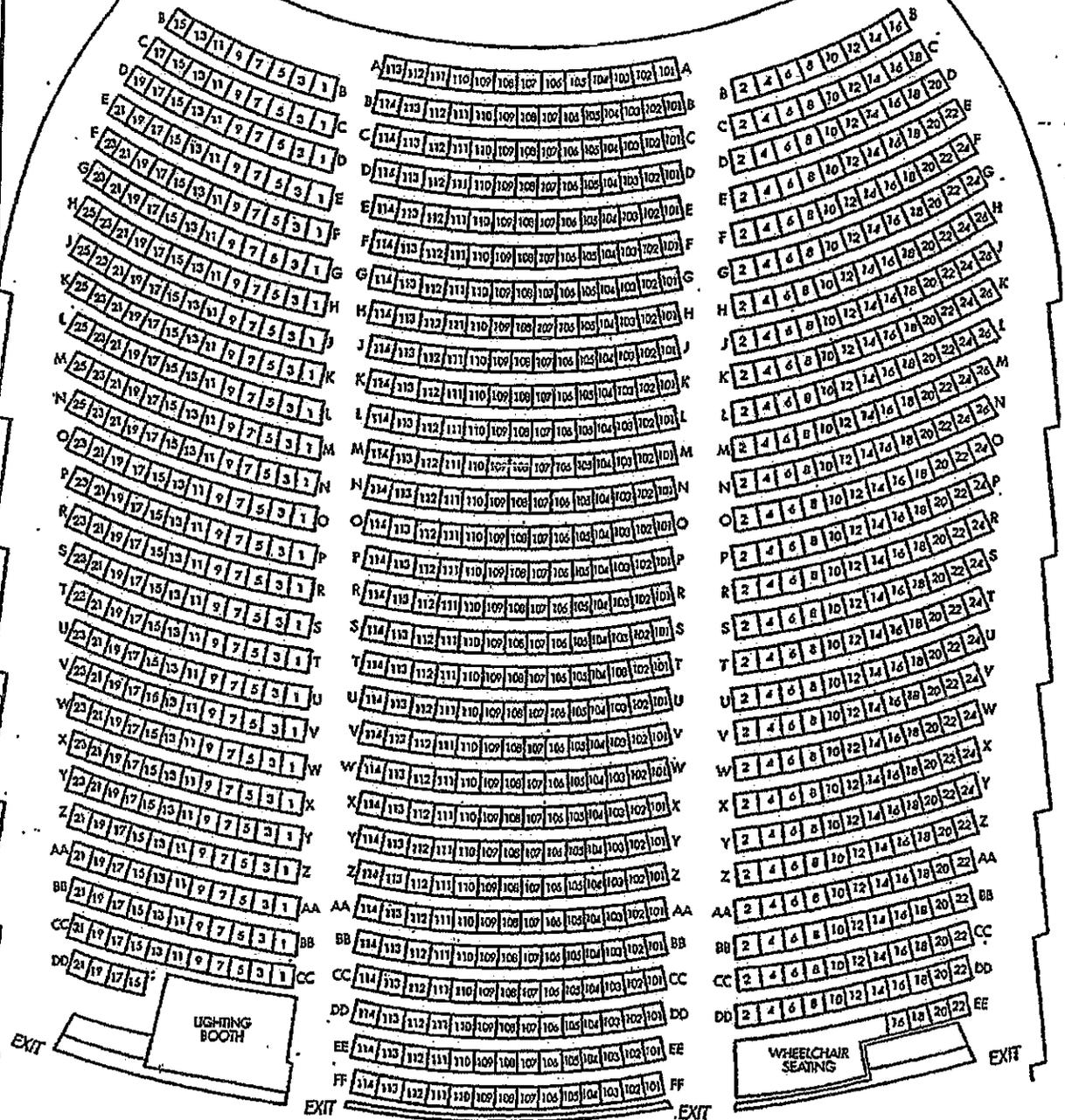


STAGE

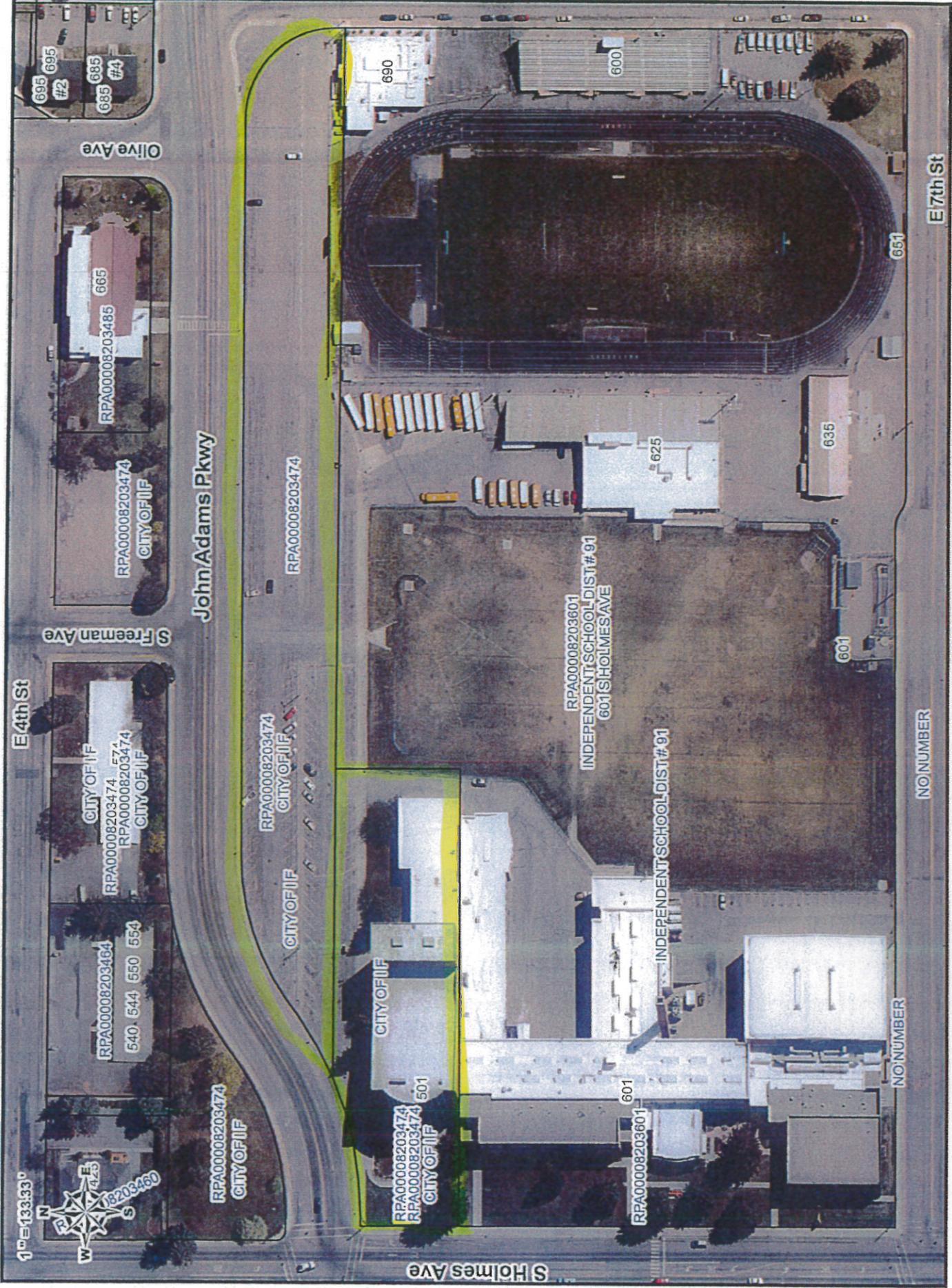
ORCHESTRA PIT

EXIT

EXIT



Main Floor
1046 Seats



E 4th St

S Freman Ave

Olive Ave

John Adams Pkwy

S Holmes Ave

E 7th St

695 #2
695
685 #4
685

RPA00008203485
665
CITY OF IIF

RPA00008203474
CITY OF IIF

RPA00008203474
CITY OF IIF
RPA00008203474
CITY OF IIF

RPA00008203464
540 544 550 554

RPA00008203474
CITY OF IIF

RPA00008203474
CITY OF IIF

RPA00008203474

RPA00008203474
RPA00008203474
CITY OF IIF
501

RPA00008203601
INDEPENDENT SCHOOL DIST # 91
601 S HOLMES AVE

INDEPENDENT SCHOOL DIST # 91

RPA00008203601
601



635

601

NO NUMBER

NO NUMBER

661

600

601

625

690

Civic Auditorium

501 S. Holmes, Idaho Falls, ID 83402
IDAHO FALLS Rental Rates- Effective 2/13/2015

Booking, Scheduling, Box Office

Idaho Falls Arts Council
 Lara Hill, Events Manager 498 A Street, Idaho Falls, ID 83402
 Phone: 208.522.0471 Fax: 208.522.0413
 Email: events@idahofallsarts.org

BASE RATES

Event Type	Commercial		Non-Profit	
	Main Performance	Matinee	Main Performance	Matinee
Touring Performers with Admission	Greater of 10% or \$750.00	Greater of 10% or \$300.00	Greater of 10% or \$500	Greater of 10% or \$200
Area Performers with Admission	Greater of 10% or \$500.00	Greater of 10% or \$200.00	\$300	\$175
Touring or Area Performers No Admission	\$300	\$175	\$175	\$100
Meetings	\$750	\$300- each additional session	\$300	\$150

- The Presenter is entitled to occupancy eight (8) consecutive hours prior to performance. Any additional time will be billed at the rates listed in section 5.
- Additional Fees may be necessary depending on your event. Please review the long form contract.

ADDITIONAL RATES (when applicable)

Additional rehearsal time and setting stage:

First three hours \$90.00
 Each additional hour \$15.00

Labor:

Head Technicians \$18.00
 Assistant Technicians \$10.00
 Stage Hands & Others \$10.00

Sales of hard concessions : 10%

Marley Dance floor (to cover the tape cost) \$40

Replacement charges for expendable items (tape, gels, etc.)

Idaho Falls School District 91 Calendar 2016-2017

Adopted 1/13/2016

Updated 8/19/2016

July	Key to Abbreviations	January	
M T W TH F 1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	Pre-K = Preschool K = Kindergarten ES = Elementary Schools MS = Middle Schools HS = High Schools PT Conferences = Parent/Teacher Conferences PSAT = Pre Scholastic Aptitude Test SAT = Scholastic Aptitude Test	M T W TH F 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	
August		February	
M T W TH F 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	18-23 Teacher In-service/Work Days - No School 22 ES Back-to-School Nights 23 MS Back-to-School Nights 24 HS Back-to-School Nights 24 First Day of School K through 9th Grade & Emerson 24 Early Dismissal - 9th grade only @ 1:00 p.m. 25 First Day of School Grades 10-12 30 First Day of School Pre-K ○ Late Start Monday 5 Labor Day - No School	M T W TH F 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28	Dec 19 - Jan 2 Christmas Vacation School resumes on Jan 3, 2017 16 MLK Day - No School 16 D91 Teacher In-service Day 30 Early Dismissal MS/HS - PT Conf.
September		March	
M T W TH F 1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30		M T W TH F 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	3 End of 2nd Trimester 6 Teacher Work Day - No School 9 Early Dismissal Grades 1-6 for ES PT Conf. No School K & Pre-K 10 ES PT Conferences - No School ES 20 - 24 Spring Break - No School
October		April	
M T W TH F 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	7 State & District Inservice - No School 7 D91 Teacher In-service Day 17 Early Dismissal MS/HS for PT Conf. 19 PSAT Assessment - Grade 10	M T W TH F 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	5 SAT Assessment - Grade 11
November		May	
M T W TH F 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30	18 End of 1st Trimester 21-25 Thanksgiving Holiday - No School 21 Teacher Work Day	M T W TH F 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	29 Memorial Day - No School 30 Emerson HS & Compass Academy Graduations 31 Last Day of Pre-school 31 SHS Graduation
December		June	
M T W TH F 1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	1 Early Dismissal Grades 1-6 for ES PT Conferences - No School K & Pre-K 2 ES PT Conferences - No School ES Dec 19 - Jan 2 Christmas Vacation - No School	M T W TH F 1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	1 IFHS Graduation 2 End of 3rd Trimester 2 Last Day of School - Early Dismissal 5 Teacher Work Day

Start/End Time	Schools	Start/End Time	Early Dismissal Schedule
Tues - Friday		Late Start Monday	See Pre-K/Kindergarten Bell Schedules On Back)
8:00 - 2:05	Bunker, Fox Hollow, Linden Park	9:00 - 2:05	1:00 p.m.
8:10 - 2:15	Temple View	9:10 - 2:15	1:10 p.m.
8:20 - 2:25	Longfellow, Sunnyside, Westside	9:20 - 2:25	1:20 p.m.
8:30 - 3:40	Idaho Falls & Skyline High Schools	9:30 - 3:40	1:00 p.m.
8:35 - 3:35	Eagle Rock & Taylorview Middle Schools	9:35 - 3:35	1:00 p.m.
9:00 - 3:05	Erickson	10:00 - 3:05	2:00 p.m.
9:00 - 3:05	Boyes, Bush, Edgemont, Hawthorne	10:00 - 3:05	2:00 p.m.
9:00 - 4:00	Compass Academy	9:30 - 3:55	12:40 p.m.
9:00 - 3:35	Emerson HS (Day)	10:00 - 3:35	12:47 p.m.
	Emerson HS (Night) Monday - Thursday, 4:00 - 7:00 PM		

1st Trimester Aug 24 - Nov 18 61 Days 2nd Trimester Nov 28 - Mar 3 57 Days 3rd Trimester Mar 7 - Jun 2 58 Days	First Day of School - August 24, 2016 Last Day of School - June 2, 2017
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ELEMENTARY BELL TIME SCHEDULE 2016-2017

Monday Late Start	BELL TIME	KG START TIME	KG END TIME	Tuesday thru Friday	BELL TIME	KG START TIME	KG END TIME
Boyes	10:00 AM - 3:05 PM	10:00 AM 12:53 PM	12:12 PM 3:05 PM	Boyes	9:00 AM - 3:05 PM	9:00 AM 12:23 PM	11:42 AM 3:05 PM
Bunker	9:00 AM - 2:05 PM	9:00 AM 11:53 AM	11:12 AM 2:05 PM	Bunker	8:00 AM - 2:05 PM	8:00 AM 11:23 AM	10:42 AM 2:05 PM
Bush	10:00 AM - 3:05 PM	10:00 AM 12:53 PM	12:12 PM 3:05 PM	Bush	9:00 AM - 3:05 PM	9:00 AM 12:23 PM	11:42 AM 3:05 PM
Edgemont	10:00 AM - 3:05 PM	10:00 AM 12:53 PM	12:12 PM 3:05 PM	Edgemont	9:00 AM - 3:05 PM	9:00 AM 12:23 PM	11:42 AM 3:05 PM
Erickson	10:00 AM - 3:05 PM	10:00 AM 12:53 PM	12:12 PM 3:05 PM	Erickson	9:00 AM - 3:05 PM	9:00 AM 12:23 PM	11:42 AM 3:05 PM
Fox Hollow	9:00 AM - 2:05 PM	9:00 AM 11:53 AM	11:12 AM 2:05 PM	Fox Hollow	8:00 AM - 2:05 PM	8:00 AM 11:23 AM	10:42 AM 2:05 PM
Hawthorne	10:00 AM - 3:05 PM	10:00 AM 12:53 PM	12:12 PM 3:05 PM	Hawthorne	9:00 AM - 3:05 PM	9:00 AM 12:23 PM	11:42 AM 3:05 PM
Linden Park	9:00 AM - 2:05 PM	9:00 AM 11:53 AM	11:12 AM 2:05 PM	Linden Park	8:00 AM - 2:05 PM	8:00 AM 11:23 AM	10:42 AM 2:05 PM
Longfellow	9:20 AM - 2:25 PM	9:20 AM 12:13 PM	11:32 AM 2:25 PM	Longfellow	8:20 AM - 2:25 PM	8:20 AM 11:43 AM	11:02 AM 2:25 PM
Sunnyside	9:20 AM - 2:25 PM	9:20 AM 12:13 PM	11:32 AM 2:25 PM	Sunnyside	8:20 AM - 2:25 PM	8:20 AM 11:43 AM	11:02 AM 2:25 PM
Temple View	9:10 AM - 2:15 PM	9:10 AM 12:03 PM	11:22 AM 2:15 PM	Temple View	8:10 AM - 2:15 PM	8:10 AM 11:33 AM	10:52 AM 2:15 PM
Westside	9:20 AM - 2:25 PM	9:20 AM 12:13 PM	11:32 AM 2:25 PM	Westside	8:20 AM - 2:25 PM	8:20 AM 11:43 AM	11:02 AM 2:25 PM

Kindergarten Early Dismissal Times on June 2, 2017 will be determined later.

Preschool Times:

First Day of Preschool: Tuesday, August 30, 2016
Morning Session: Monday - Friday 8:00 a.m. - 10:40 a.m.
Afternoon Session: Tuesday - Friday 11:20 a.m. - 2:00 p.m.
Last Day of Preschool: Wednesday, May 31, 2017



TO: Honorable Mayor and City Council
FROM: Community Development Services
SUBJECT: Draft zoning approach for short term rentals
DATE: November 4, 2016

Draft Zoning Approach for Short Term Rentals in Idaho Falls

This document is intended to be a working document supporting further discussion rather than a formal proposal of specific zoning ordinance language. It provides a preliminary overview of the issue, approach, possible zoning regulation and other regulatory approaches.

Issue: The City's current land use code does not specifically address short-term rentals. Short-term rentals also have the potential to create unintended impacts to neighbors, residents and the overall character of residential areas. Strict interpretation of the current Zoning Ordinance would classify a short-term rental as a hotel and prohibit its use in any residential zone. It should be noted that at the time the Zoning Ordinance was drafted short-term rentals and the sharing economy did not exist in its current form. Staff's view is that the Ordinance, as now drafted, was not intended to specifically exclude short-term rentals from residential areas, but that discussion still needs to be had with the community.

Need: Idaho Falls is a year round regional destination. Short-term rentals fill a need in the rental market created in part by tourism (both locally and regionally), temporary job assignments at INL and regional medical facilities, families dropping students off at area universities, etc.

Approach: The Community Development Services Department is exploring zoning language to regulate short-term rentals and address possible impacts. Any changes in existing regulations will seek to balance concerns regarding potential negative impacts to residents and neighborhoods with flexibility for homeowners and the growing interest in the sharing economy.

Possible Zoning Regulation: An initial consideration would be to allow short-term rentals where residential uses are currently permitted. No additional permit or approval would be required, but a short-term rental would have to meet specific regulations including being limited to an individual's primary residence. Below are some general requirements that could be placed on short-term rentals. General language like this is useful because it provides a framework to manage short-term rentals city wide. Regulations would apply equally to all zone districts making it easier to understand and achieve compliance from residents. Enforcement, when necessary, also becomes more efficient and uniform. This language is intended to be used as a base for discussion and not a formal proposal.

General Requirements:

SHORT-TERM RENTAL

Allowed in all zone districts where residential uses are allowed. A short-term rental would need to comply with the following:

1. Shall be clearly incidental and secondary to the primary residential use.
2. Shall be operated by the person or persons maintaining the dwelling unit as their primary residence. For purposes of this provision, “person or persons” shall not include any corporation, partnership, firm, association, joint venture, or other similar legal entity.
3. Shall not include rentals where the length of stay per guest visit is 30 or more days.
4. Shall not be located in mobile homes, recreational vehicles, or travel trailers.
5. Shall not display or create any external evidence of the Short-term Rental (Patterned after current Home Occupation requirements, no signage, alteration to residential exterior, etc.).
6. Shall not have any employees or regular assistants.
7. Shall not include simultaneous rental to more than one party under separate contracts.

Other Regulatory Approaches:

1. Home Occupation Permit: The City currently allows home occupations (home based businesses) in all residential zones but RP and RP-A. A home occupation permit is reviewed and approved administratively by City staff. There currently is no fee associated with a home occupation. This would require they go through the permit process and would eliminate the possibility of them in the RP or RP-A Zones.
2. Conditional Use Permit: Conditional uses include those that are generally acceptable within the zone district, but require additional conditions or review prior to approval. Conditional use permits generally require a public hearing be held either at the Planning and Zoning Commission or City Council level. Conditional use permits also typically run with land and do not expire unless the use is discontinued.
3. Licensing: Many jurisdictions require short-term rentals to obtain a business license. Licensure, if required, is generally in addition to complying with zoning regulations. Licensing is typically attached to a specific business or person and may require periodic renewal and may be revoked more easily than a zoning approval.
4. Use limitations: A survey of short-term rental regulations around the country reveal that use requirements range from few and simple to several and complex. Other items that could be considered as part of the regulation process include the following limitations:
 - a) Number of days per year that a home could be offered for rent
 - b) Number of days of a minimum stay
 - c) Number of guests
 - d) Number of licenses or zoning permits per census tract
 - e) Amount of floor area allowed to be used for a rental unit
 - f) Restrict short-term rentals to specific zone districts or areas of the city
 - g) Require the host to be present during the stay
 - h) Additional off street parking requirement
 - i) Allow non-primary residences to be used for short term rentals in more dense zone districts

CC: City Clerk
File