



GENERAL SERVICES COMMITTEE

with
Council Members Edinger, Evans & Miller
June 12, 2017, 12:00 p.m.
AGENDA

VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

1. Ordinance Amendments re: Noise, Smoke & Odors – Mike Gridley
2. School Resource Officer Agreement with Coeur d'Alene School District 271 – Steve Childers
3. School Resource Officer Contract for School Year 2017-2018 with North Idaho College – Steve Childers
4. Amendment to Municipal Code 5.08.160 to Allow for Sampling of Beer/Wine at Permitted Special Events – Kathy Lewis
5. Request for Destruction of Records – Kathy Lewis
6. Out of the Shadows Theatre Grant – Sam Taylor
7. Contract Extension with Emerge for Arts Education – Sam Taylor

Library Community Room
702 Front Street

The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact Juanita Knight, the committee liaison at (208) 769-2348 at least three days in advance of the meeting date and time.

CITY COUNCIL STAFF REPORT

DATE: June 7, 2017
FROM: Mike Gridley – City Attorney
SUBJECT: Amendments to Municipal Code sections 4.15.040, 5.24.010, 5.24.030(I) and chapter 10.80 regulating the creation of noise and the emission of smoke and odors

=====

DECISION POINT:

Should the City Council approve amendments to the Municipal Code to regulate unreasonable or excessive noise and the unreasonable or excessive emission of smoke and odors?

HISTORY:

City staff and the Police Department have received an increasing number of complaints from citizens regarding unreasonable or excessive noise as well as smoke and odors coming primarily from motor vehicles. Examples of the unreasonable or excessive noise are the noise coming from the revving of motors or the rapid acceleration of a motor vehicle. The amendments to the code are intended to regulate this unreasonable or excessive conduct while also creating the ability for the City to permit noise, smoke or odor coming from participants in permitted events.

FINANCIAL ANALYSIS:

There is no financial impact.

PERFORMANCE ANALYSIS:

The intent of the amendments is to improve the quality of life for all citizens by regulating unreasonable or excessive noise, smoke and odor. The Police Department believes that these amendments will give them better ability to regulate and control some of the conduct that has been the cause of citizen complaints.

DECISION POINT/RECOMMENDATION:

City council should approve the amendments to Municipal Code sections 4.15.040, 5.24.010, 5.24.030(I) and Chapter 10.80.

ORDINANCE NO. _____
COUNCIL BILL NO. 17-1024

AN ORDINANCE AMENDING SECTIONS 4.15.040, 5.24.010, AND 5.24.030(I), COEUR D'ALENE MUNICIPAL CODE, REGULATING THE CREATION OF NOISE AND EMISSION OF SMOKE AND ODORS; RE-TITLING COEUR D'ALENE MUNICIPAL CODE CHAPTER 10.80, AIR COMPRESSION BRAKES, AS CHAPTER 10.80, ADDITIONAL PROHIBITED CONDUCT; AMENDING SECTION 10.80.010 OF THE COEUR D'ALENE MUNICIPAL CODE TO INCLUDE NOISE AND ODOR AND SMOKE REGULATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that the amendments to the Coeur d'Alene Municipal Code hereinafter listed be adopted;

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. *That section 4.15.040, Coeur d'Alene Municipal Code, is amended as follows:*

The following regulations govern the use of all public parking facilities as defined by section 4.05.030 of this title:

A. Parking Regulations:

1. Vehicles can only be parked within the stalls designated by markers and as nearly in the center of the designated stalls as possible.
2. Vehicles cannot be parked or left unattended on any driving isle in the parking facility.
3. Trailers cannot be left parked in any parking facility unless attached to a parked motor vehicle.

B. Other Regulations:

1. Vehicles can only be driven in a parking facility on the designated driving isles and only in the direction indicated by signs or traffic control devices.
2. Vehicles cannot be driven in a parking facility faster than five (5) miles per hour.
3. Vehicles can only be driven into or out of a parking facility at the designated entrances and exits.

4. No portion of any parking facility can be used in any manner that endangers the person or property of another, or disrupts the normal operations of the parking facility, including, but not limited to, conduct that involves the use of abusive or threatening language or gestures, ~~conduct that~~ or creates unreasonable ~~or excessive~~ noise ~~or emissions~~, ~~or conduct that consists of~~ or results in unreasonable or excessively loud or boisterous physical behavior; or involves placing objects such as bicycles, backpacks, carts, or other items in a manner that interferes with free passage within the facility.
5. No person can distribute, throw or affix to vehicles any literature, handbills or fliers in any city parking facility.
6. No person can camp or sleep in a parking facility, either in, on or near a vehicle, between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M., unless the camping or sleeping is permitted by the city in conjunction with a special event being held on city property.
7. No person shall deface, or destroy, signage or other city property located within a parking facility.
8. Other than city authorized events, no person shall participate in gatherings within the parking facility;
9. All persons within a city parking facility shall obey posted regulations and/or the direction of an authorized parking official.
10. It is unlawful for any person to intentionally come into contact with buildings, stairs, stairways, railings, curbs, planters, benches, chairs, tables, curbs, plants or shrubbery, signs, light poles, pillars or other improvements or fixtures with any skateboard, skates, in-line skates, rollerblades, or similar device(s).

C. Exceptions:

1. The parking provisions contained in this chapter do not apply to city vehicles operated in the normal course of city business.
2. The City Clerk, upon recommendation by the City Administrator or Parks Director, or their designees, may permit activities in public parking facilities which, in association with a permitted event, creates, or has the potential to create, noises, or noxious or odorous emissions that may otherwise violate this section, subject to such reasonable conditions as the City Administrator or Parks Director, or their designees, may deem necessary and appropriate. Participants in an event permitted hereunder shall not be in violation of this section so long as they are in compliance with the conditions of the permit.

SECTION 2. *That section 5.24.010, Coeur d'Alene Municipal Code, is amended as follows:*

It is unlawful to play, use or operate for advertising purposes or for other purposes whatsoever any device known as a sound truck, or a loudspeaker or sound amplifier, radio or phonograph, with loudspeaker or sound amplifier, ~~or any other instrument known as a calliope,~~ or any other instrument of any kind or character which emits loud, unnecessary, or unusual noise that is excessive, disruptive, and/or annoying to a person of reasonable sensitivities, ~~and raucous noises~~ and which is attached to ~~and/or~~ carried upon any vehicle operated or standing on any of the streets or places in the municipality unless ~~such the~~ firm, corporation, agent or employee, or person in charge of such vehicle has first applied ~~to for~~ and received permission a permit from the ~~municipality the~~ City Clerk, upon recommendation by the City Administrator or Parks Director, or their designees, to operate any such vehicle equipped and used as described in this section.

SECTION 3. *That section 5.24.030(I), Coeur d'Alene Municipal Code, is amended as follows:*

Amplified Sound Systems Allowed: Nothing in this section shall prohibit the ~~mayor and/or council~~ City Administrator or Parks Director, or their designees, from allowing amplified sound systems to be operated ~~pursuant to reasonable criteria established by other sections of this code, permit, resolution or other ordinance~~ on public property in association with a special event or other permitted event or activity, subject to such reasonable conditions as the City Administrator or Parks Director, or their designees, may deem necessary and appropriate. Nor shall this section apply to emergency vehicles or city vehicles being operated in their work and/or designated capacity.

SECTION 4. *That Coeur d'Alene Municipal Chapter 10.80, Air Compression Brakes, is re-titled as Chapter 10.80, Additional Prohibited Conduct.*

SECTION 5. *That Section 10.80.010, Coeur d'Alene Municipal Code, is amended as follows:*

10.80.010: USE OF AIR COMPRESSION BRAKES-ADDITIONAL PROHIBITED CONDUCT:

A. The following are prohibited within the City limits:

1. The use of unmuffled air compression brakes ~~by vehicles or trucks, as defined in Idaho Code title 49, chapter 1, within city limits is hereby prohibited and shall be unlawful,~~ except under emergency circumstances where the use of air compression brakes is necessary to prevent an accident or injury to persons or property.
2. The operation of any automobile, motorcycle, other vehicle, engine or motor of any size, device, or thing in such a manner as to create any loud, unnecessary, or unusual noise that is excessive, disruptive, and/or annoying to a person of reasonable sensitivities.

3. The emission of excessive or unusual noxious or odorous matter, including exhaust, smoke, and any other byproduct of engine combustion, from a vehicle.

B. Notwithstanding the prohibitions in subsection A, the City Clerk, upon recommendation by the City Administrator or Parks Director, or their designees, may permit an event which creates, or has the potential to create, noises, or emissions that may otherwise violate this section, subject to such reasonable conditions as the City Administrator or Parks Director, or their designees, may deem necessary and appropriate. Participants in an event permitted hereunder shall not be in violation of this section so long as they are in compliance with the conditions of the permit.

SECTION 6. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 7. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 8. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on _____, 2017.

APPROVED, ADOPTED and SIGNED this ____ day of _____, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending sections 4.15.040, 5.24.010, and 5.24.030(I),
Re-titling Chapter 10.80, and Amending Section 10.80.010
of the Coeur d'Alene Municipal Code

AN ORDINANCE AMENDING SECTIONS 4.15.040, 5.24.010, AND 5.24.030(I), COEUR D'ALENE MUNICIPAL CODE, REGULATING THE CREATION OF NOISE AND EMISSION OF SMOKE AND ODORS; RE-TITLING COEUR D'ALENE MUNICIPAL CODE CHAPTER 10.80, AIR COMPRESSION BRAKES, AS CHAPTER 10.80, ADDITIONAL PROHIBITED CONDUCT; AMENDING SECTION 10.80.010 OF THE COEUR D'ALENE MUNICIPAL CODE TO INCLUDE NOISE AND SMOKE AND ODOR REGULATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am the Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, amending sections 4.15.040, 5.24.010, and 5.24.030(I), re-titling Chapter 10.80, and amending Section 10.80.010, Coeur d'Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this _____ day of _____, 2017.

Randall R. Adams, Chief Civil Deputy City Attorney

CITY COUNCIL
STAFF REPORT

DATE: August 16, 2016

FROM: Steve Childers
Captain

SUBJECT: School Resource Officer Agreement between the Coeur d'Alene School District #271 and the City of Coeur d'Alene.

Decision Point:

The Coeur d'Alene Police Department requests that the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2017-2018.

History:

The City of Coeur d'Alene and School District #271 have maintained the SRO partnership since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates.

Financial Analysis:

The school district has agreed to pay \$348,715.70 of the personnel costs associated with this program. This represents approximately 67% of total personnel costs (\$571,012.34) for the period when school is in session. In addition to these costs, District 271 pays all overtime costs incurred for school related activities.

Performance Analysis:

The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved.

Decision Point:

The Coeur d'Alene Police Department requests approval of the attached contract with School District #271 to provide School Resource Officer services for the 2017-2018 school years.

AGREEMENT BETWEEN THE
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
DISTRICT'S FISCAL YEAR 2017-18

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

W I T N E S S E T H:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment; and

WHEREAS, the safety and well being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide seven (7) School Resource Officers in order to provide a uniformed high visibility presence on and around the high school, middle school and elementary campuses, located in the City of Coeur d'Alene; **In the event the School Resource Officer is unavailable for an extended period of time, periodic coverage will be maintained by another officer(s); and**

2. CITY agrees to furnish normal equipment for officers who perform this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School, Lakes Middle School, and the following 7 Elementary' s – Borah, Bryan, Fernan, Ramsey, Skyway, Sorenson, and Winton. SRO's will investigate youth related criminal cases, continue to work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and

4. CITY agrees to have officers attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and

5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and

2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and

3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the high school to which they are assigned.

4. DISTRICT agrees to pay all overtime for the School Resource Officers.

III. CONTROL AND JURISDICTION

Prevention, education and training may take place at elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officers are employees of the City of

Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officers, and shall maintain liability insurance, or self insurance as the case may be in order to protect the district from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officers including but not limited to alleged Civil Rights violations.

The DISTRICT shall maintain liability insurance, or self-insurance as the case may be, in order to protect the City and its employees from any claims under the Idaho Tort Claims Act, or any other claim, arising out of the negligent acts or omissions of SD 271, its employees, agents, and students, including but not limited to bodily injury or death, property damage, or alleged Civil Rights violations.

The DISTRICT shall endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular high school or middle school hours (that are not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefor the amount of Three Hundred Seventy-Nine Thousand Eight Hundred Seven Dollars and 44/100 (\$379,807.44) to be paid quarterly.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2017-18 public school fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. On or before April 1, 2018, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representative on the ____ day of _____, 2017, pursuant to Resolution No. 17-____, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

COEUR D'ALENE SCHOOL DISTRICT
#271

By: _____
Steve Widmyer, Mayor

By: _____
Casey Morrisroe, Chairperson

Attest:

Attest:

Renata McLeod, City Clerk

Lynn Towne, Clerk of the Board

APPROVED as to form and legality this ____ day of _____, 2017.

By: _____
Michael C. Gridley, City Attorney

By: _____
Mark Lyons, Attorney for School District 271

CITY COUNCIL
STAFF REPORT

DATE: June 5, 2017, 2017

FROM: Steve Childers

SUBJECT: School Resource Officer Contract for School Year 2017-2018 with North Idaho College

Decision Point: The police department requests approval of the attached contract with North Idaho College to provide School Resource Officer services for school year 2017-2018.

History: The City has maintained a contract with North Idaho College to provide one School Resource Officer during the regular school year for several years. This contract is similar to previous year's contracts; however, it allows for SRO services year-round and provides updated dollar amounts for the additional months and increase in SRO wages. The Police Department supports this request and would utilize the existing SRO to perform this duty.

Financial Analysis: North Idaho College agrees to pay \$76,009 for this service, plus any overtime associated with this function. This amount covers roughly 63% of the cost of the School Resource Officer's regular wages and benefits for the person assigned to the College.

Performance Analysis: This partnership with North Idaho College is extremely valuable and demonstrates our commitment to keeping our students safe. Having an SRO at the school throughout the summer continues this partnership and is in the best interest of the College and the community.

Decision Point: The police department requests approval of the attached contract with North Idaho College to provide School Resource Officer services for school year 2017-2018.

AGREEMENT BETWEEN THE

NORTH IDAHO COLLEGE

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
NORTH IDAHO COLLEGE FISCAL YEAR 2017-2018

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between North Idaho College, Coeur d'Alene, Idaho, hereinafter referred to as NIC, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

W I T N E S S E T H:

WHEREAS, safety and security on and around the college campus is an essential element for a positive educational environment; and

WHEREAS, the safety and well-being of students, faculty, staff and administration, on NIC campus is a concern shared by both the CITY and NIC, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on the college campus, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information about the police department, the criminal justice system, emergency response best practices, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide one (1) School Resource Officer in order to provide a uniformed high visibility presence on and around the NIC campus, located in the City of Coeur d'Alene; and

2. CITY agrees to furnish normal equipment for the officer who performs this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the School Resource Officer's (SRO) primary duties will be identification, prevention, enforcement, and investigation of related criminal cases on campus. The School Resource Officer (SRO) will continue to work with community agencies in emergency response procedures, schedule security activities as needed, be the first responder in law enforcement related matters as they occur during regularly scheduled work hours for the officer, and may also facilitate student, employee, and community educational presentations related to law enforcement at NIC and the populations it serves; and

~~CITY agrees the School Resource Officer's (SRO) primary duties will be identification, prevention, enforcement, and to investigation of related criminal cases on campus. The School Resource Officer (SRO) will continue to work with community agencies in emergency response procedures, schedule security activities as needed, be the first responder in law enforcement related matters as they occur during regularly scheduled work hours for the officer, and may also facilitate classroom and faculty presentations related to law enforcement at NIC; and~~

4. CITY agrees to have the officer attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and

5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures; and.

6. CITY agrees that the School Resource Officer (SRO) will be on campus year round. In the event the School Resource Officer is unavailable for an extended period of time due to vacation, training, illness or injury, periodic coverage of the affected school(s) will be maintained by another officer(s) employed by the City as a School Resource Officer (SRO) and scheduled by their supervisor;

II. RESPONSIBILITIES OF NIC

1. NIC agrees to provide office space, furnishings and supplies for a School Resource Officer; and

2. NIC agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and

3. NIC agrees the officer shall be responsible primarily to their Police Department Supervisor and secondarily to the President or their designee at NIC; and

4. NIC agrees to pay all overtime for the School Resource Officer.

III. CONTROL AND JURISDICTION

Prevention, education and training may take place at NIC located in the City of Coeur d'Alene as such activity relates to NIC.

The School Resource Officer will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officer is an employee of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officer, and shall maintain liability insurance, or self insurance as the case may be, in order to protect NIC from any claims under the Idaho Tort Claims Act, Idaho Code § 6-901 et seq., or any other ~~alleged act or omission~~ claim, arising out of the negligent acts or omissions of the School Resource Officer, including but not limited to bodily injury or death, property damage, or alleged Civil Rights violations.

NIC shall maintain liability insurance, or self--insurance as the case may be, in order to protect the City and its employees from any claims under the Idaho Tort Claims Act, or any other claim, arising out of the negligent acts or omissions of NIC, its employees, agents, and students, including but not limited to bodily injury or death, property damage, or alleged Civil Rights violations.

NIC shall endeavor to provide the CITY with requests for additional officers, or for work assignments occurring outside regular school hours (that are not usual police duties) prior to the beginning of the school year. NIC will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, NIC agrees to pay and CITY agrees to accept in full payment therefore the amount of Seventy six Thousand and nine dollars and 00/100 (\$76,009.00) to be billed on the first day of the first (July, August, September) and third (January, February, March) quarters ~~(January, February, March)~~ of the year. All overtime expenses will be billed quarterly.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2017-2018 NIC fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and NIC as permitted by law.

3. This Agreement may be terminated at any time in writing by mutual consent of CITY and NIC.

4. On or before **May 1, 2018**, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and NIC that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and NIC have caused the Agreement to be signed in their behalf by duly authorized representative on the ____ day of _____, 2017, pursuant to Resolution No. 174-____, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

NORTH IDAHO COLLEGE

By: _____
Steve Widmyer, Mayor

By: _____
Rick MacLennan, President

Attest:

Attest:

Renata McLeod, City Clerk

Shannon Goodrich, Clerk of the Board

APPROVED as to form and legality this ____ day of _____, 2017.

By: _____
Michael C. Gridley, City Attorney

By: _____
Mark Lyons, Attorney for North Idaho College

**GENERAL SERVICES COMMITTEE
M E M O R A N D U M**

DATE: June 12, 2017

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
KATHY LEWIS, DEPUTY CITY CLERK

RE: APPROVAL OF AMENDMENTS MUNICIPAL CODE CHAPTER 5.08.160(A)
ENTITLED ALCOHOL BEVERAGE CATERING PERMITS.

DECISION POINT:

- Recommendation of Approval of amendments to Municipal Code Chapter 5.17, entitled "Beer, Wine or Liquor Prohibitions within the city; exceptions."

HISTORY: Last year a request was made by a vendor of the Wednesday Farmer's Market to be able to provide samples of wine to potential buyers. The City's Municipal Code did not allow for open containers of alcohol upon city streets or rights-of-way. This year the same seller has made the request for Council consideration of an amendment to the code that would allow for an exception during permitted special events. There are currently two wine vendors at the Farmer's Market that wish to provide samples pursuant to the Idaho Code. Staff has conferred with the Downtown Association, who is supportive of the amendment. Additionally, the Police Department has reviewed the code amendment, as well as the Idaho Code, and has stated that they are comfortable with the requested exception to the open container law when it is part of a permitted special event. Therefore, staff is recommending the attached code amendment.

FINANCIAL: There will be a small cost to codifying this code amendment; otherwise, no other financial impacts are associated with this action.

DECISION POINT/RECOMMENDATION:

- Recommendation of Approval of amendments to Municipal Code Chapter 5.17, entitled "Beer, Wine or Liquor Prohibitions within the city; exceptions."

5.08.160: BEER, WINE OR LIQUOR PROHIBITIONS WITHIN THE CITY; EXCEPTIONS:

A. No person shall consume any beer, wine or other alcoholic beverage or possess an open container of or containing any beer, wine or other alcoholic beverage on any public property, including public streets and alleys, within the city, or at any other place in the city, including any motor vehicle moving or stationary, with the following exceptions:

1. The premises of a private residence;
2. Premises licensed for the sale of on site consumption of the particular type of alcoholic beverage involved;
3. A certified forensic laboratory when the alcoholic beverage is possessed for evidentiary purposes and/or for testing and research purposes;
4. A public law enforcement facility possessing alcoholic beverages for evidentiary purposes or for training purposes;
5. Within the indoor premises of a private business when served free of charge to customers or patrons of the business in conjunction with a specific event then taking place inside the business premises;
6. On a public sidewalk and/or other public right of way when such sidewalk or right of way is contiguous to a permitted outdoor eating facility, but only after issuance of and pursuant to the terms of a permit authorized by the city council. Criteria that must be met for a permit to issue shall be set forth by resolution of the city council.
7. On a public right of way when used on pedal bike(s) and/or nonmotorized recreational vehicles in which the passenger areas are separate from the driver areas, but only after issuance of and pursuant to the terms of a permit authorized by the city council. Criteria that must be met for a permit to issue shall be set forth by resolution of the city council.
8. Within the indoor premises of the Coeur d'Alene Public Library when served free of charge to patrons or event attendees in conjunction with a specific event hosted by the Coeur d'Alene Public Library Foundation, the Friends Of The Coeur d'Alene Public Library or other associated library organizations, pursuant to rules and policies adopted by the Coeur d'Alene library board of trustees for such events.
9. On a public sidewalk or other public right-of-way when such sidewalk or right-of-way is being used for a permitted special event; Provided, the consumption shall be for sample tasting only and the size of each sample of beer or wine shall not exceed one-and-one-half (1-½) ounces, shall be dispensed by a licensed vintner, winery, brewery, distributor, or retailer for the purpose of promoting their products to the public or conducted a tasting event, and shall take place in a specific identified tasting area in accordance with state law. Consumers shall remain in the tasting area until they have finished consuming the sample.
- ~~9-10.~~ As otherwise permitted by this code.

B. Furthermore, no person shall possess any container, whether open or not, of or containing any beer, wine or other alcoholic beverage on public property, except at those public locations and under those conditions as set out in subsection A of this section or as otherwise permitted by this code. (Ord. 3492, 2014: Ord. 3443, 2012)

GENERAL SERVICES COMMITTEE

DATE: June 12, 2017
TO: City Council
FROM: RENATA MCLEOD, Municipal Services Director
RE: Request for Destruction of Records

DECISION POINT:

Would the City Council approve the destruction of certain public records?

HISTORY:

The Police Department is requesting the destruction of temporary records that have been kept their minimum retainage period. Please see the attached list for more specific information.

PERFORMANCE ANALYSIS: Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records.

DECISION POINT: To authorize staff to proceed with the destruction of records as listed pursuant to I.C. 50-908.

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: Police

DATE: 06/05/2017

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Dispatch reel to reel tapes	Semi-perm	1976-1981
Code Enforcement Files	Temporary	2008-2013
Polygraph reports – Criminal Cases	Semi-perm	2003-2009

MEMORANDUM

DATE: June 6, 2017

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: Performing Arts Grant to Out of the Shadows Theatre

DECISION POINT: To approve a performing arts grant in the current fiscal year for Out of the Shadows Theatre in the amount of \$5,000.

HISTORY: Out of the Shadows Theatre is a local stage production that allows disabled actors to participate in larger theatre productions. Shadow actors accompany those actors on stage to provide support, give prompting and be a safety net throughout the production.

Last year's production was Beauty and the Beast.

Out of the Shadows Theatre is a non-profit organization. Organizers sought support from the Coeur d'Alene Arts Commission last year but the presentation was too late as the budget proposal had been solidified for the next fiscal year and, at the time, the Commission's Art Policy and the City's Percent for the Arts Ordinance did not allow for support of any type of art other than physical.

This year the City Council adopted modifications to the art ordinance and policy expanding uses of available public arts funds from all sources for other types of art, including performing arts and arts education.

To that end, Out of the Shadows Theatre again is seeking support from the City and the Arts Commission in the amount of \$5,000. Funding for this request is available from the Public Art Fund.

While the newly updated art policy requires a Request for Proposals/Qualifications process for Community Art Partnership Grants, that new grant process is not yet in place and was intended to be ready by the next fiscal year, beginning October 1. This organization needs the funds now to help secure costumes, sets and more.

The Arts Commission unanimously recommended support for this grant request at its May meeting and indicated that it would be incredibly poor form to push the request off another year when the Commission expressed support last year as well but budget timing was simply off. The Commission supports this as a one-time grant, in the current fiscal year, recognizing that future Community Art Partnership Grants must go through a process that should be ready for the next fiscal year.

FINANCIAL: Out of the Shadows Theatre practices and performs at the KROC Center, which is outside of urban renewal districts, so this production is not eligible for use of urban renewal art funds. There is currently \$75,124.28 available in the City's Public Art Fund and even with next year's proposed projects there will still be a reserve of \$30,000 should this grant be approved.

DECISION POINT/RECOMMENDATION: Staff recommends City Council authorize a one-time Performing Arts Grants to Out of the Shadows Theatre in the amount of \$5,000.

MEMORANDUM

DATE: June 6, 2017

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: Contract Extension with Emerge for Arts Education

DECISION POINT: To approve a contract extension with Emerge for arts education via a letter of agreement

HISTORY: The City of Coeur d'Alene has contracted with non-profit arts organization Emerge for arts education since March 2015.

As part of the FY 16-17 budget year, our current budget, the City Council adopted adequate funding for the entire fiscal year for arts education classes provided by Emerge. However, for some reason Emerge's contract ended at the end of March.

In order for Emerge to continue the great work they've been doing to provide arts classes on the City's behalf, a contract extension is in order.

The Arts Commission has unanimously recommended approval of a contract extension until the end of this fiscal year, September 30.

With adoption of the new Arts Policy Emerge would need to participate in an application process for Community Art Partnership Grants after the next fiscal year begins. Emerge and the Arts Commission are both aware of this updated policy. As of now the RFP process has not been fully developed and is intended to be online by the beginning of the next fiscal year.

This has been a strong partnership and Emerge should be commended for managing this amazing endeavor. The intent is to help provide more arts education opportunities to lower income children, though any child is allowed to participate.

FINANCIAL: Emerge is to receive up to a maximum of \$1,000 per month to provide classes and it is on a reimbursable basis. Emerge provides invoices for all related class costs and the Deputy City Administrator reviews and approves reimbursement thereafter. The average request for reimbursement has been about \$600. There is ample funding available in the budget for the remainder of the fiscal year as Emerge has not sought all of its reimbursement requests throughout 2017 that it otherwise could have.

DECISION POINT/RECOMMENDATION: Staff recommends City Council authorize a contract extension through the end of the fiscal year for arts education provided by Emerge via a letter of agreement.

DRAFT

Print on letter head

June 8, 2017

Emerge CDA Inc.
2572 E. Gunnison Pl.
Coeur d'Alene, ID 83814

Dear Sir or Madam:

The purpose of this letter is to confirm our agreement regarding the provision of public art programs for the City of Coeur d'Alene.

Our prior Agreement expired on March 31, 2017. The City recognizes that it has budgeted for this work for the entire FY16-17 budget cycle and the contract ended too early. It is in the best interests of the City to continue our relationship. Therefore, we have agreed that you will provide public art programs for the purpose of stimulating and encouraging the study and presentation of fine arts, and public interest and participation therein for residents of the City and surrounding areas through the fiscal year ending September 30, 2017. It is further agreed that the terms and conditions of the prior Agreement are incorporated by reference as if set out fully herein.

Please acknowledge this agreement and return it to this office.

Sincerely,

Sam Taylor,
Deputy City Administrator

Department Head: _____

Contractor Acceptance of Terms:

Signature: _____ Date: _____

Title: _____

Cc: City of Coeur d'Alene Legal Department