



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

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**PUBLIC WORKS COMMITTEE**  
with  
**Council Members Miller, McEvers & Gookin**  
**June 23, 2014, 4:00 p.m.**  
**AGENDA**

- Item 1      McEuen Park Harbor House Concession Lease Agreement – Troy Tymesen
- Item 2      Renewal of Handshake Productions Agreement – Troy Tymesen
- Item 3      Bid Results for the 2014 Open Trench Project – Mike Becker
- Item 4      Agreement with North Idaho College for SRO – Ron Clark
- Item 5      Agreement with Coeur d'Alene School District for SRO –Ron Clark
- Item 6      7635 N. Ramsey Road Request to Exclude (De-Annex) Property from City Boundaries –  
Warren Wilson

**Library Community Room**  
**702 Front Street**

*The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Amy Ferguson, Public Works Committee Liaison, at (208) 666-5754 at least 24 hours in advance of the meeting date and time.*

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**Date:** June 23, 2014  
**From:** Bill Greenwood, Parks Director  
**SUBJECT:** MCEUEN PARK HARBOR HOUSE CONCESSION LEASE AGREEMENT

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**DECISION POINT:**

Does the Public Works Committee want to recommend to the City Council the approval of the Rotary Harbor House Concession lease to Hinderer Concessions?

**HISTORY:**

This is our first opportunity to lease this facility .The Harbor House Concession was completed this June and is ready to provide this service to park patrons.

**FINANCIAL ANALYSIS:**

Hinderer Concessions will pay \$4,500 for this season beginning July 3, 2014 and ending September 30, 2014. These funds will be placed in the Park Capital Improvement Fund

**PERFORMANCE ANALYSIS:**

We are offering a single season lease at this site for 2014. Hinderer Concessions will operate the concession area 7 days a week at the Rotary Harbor House. Staff will prepare a new RFQ early next year for the 2015 season.

**DECISION POINT / RECOMMENDATION**

Staff recommends that Roy Hinderer (Hinderer Concessions) be granted a lease for the 2014 season at the Rotary Harbor House. Does the Public Works Committee want to forward a recommendation to the City Council to enter into a lease agreement with Roy Hinderer for the 2014 season at the Rotary Harbor House Concession?

**GENERAL SERVICES  
STAFF REPORT**

**Date:** June 23, 2014

**From:** Bill Greenwood, Parks Director

**SUBJECT:** RENEWAL OF HANDSHAKE PRODUCTIONS AGREEMENT

*(City Council Action Required)*

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**DECISION POINT:**

The Handshake Productions agreement is up for a three year renewal. Recommendation from the Parks and Rec Commission is to renew this agreement.

**HISTORY:**

The Summer Concert Series sponsored by Handshake Productions is entering its 20th year. This is a very successful event that has become a Sunday afternoon pastime for a good number of residents.

**FINANCIAL ANALYSIS:**

We do not have any financial outlay for the concert series. All of the funds to produce the concerts are raised by Handshake Productions.

**PERFORMANCE ANALYSIS:**

Attached is the agreement for Handshake Productions. The agreement spells out the responsibilities and expectations for Handshake Productions and the city.

**DECISION POINT:**

Renew the agreement for three more years with the option for an additional three year renewal provided everything runs smoothly with Handshake Productions responsibilities.

## AGREEMENT

THIS AGREEMENT, made and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **Handshake Productions, Inc.**, an Idaho corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "Handshake,"

### W I T N E S S E T H:

WHEREAS, the City and the Downtown Rotary Club of Coeur d'Alene in years past cooperated and worked together to accomplish the construction of the Rotary Lakeside Bandshell in the Coeur d'Alene City Park, Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, the purpose of said Bandshell is to provide music and other entertainment for those persons recreating in the Coeur d'Alene City Park which includes many residents of the city of Coeur d'Alene; and

WHEREAS, Handshake is experienced in organizing musical performances; and

WHEREAS, the parties are desirous of establishing a concert series for the summers of 2015, 2016, and 2017;

NOW, THEREFORE, IN CONSIDERATION of the terms, conditions, and covenants hereinafter set forth, the parties agree as follows:

1. Purpose: The City, agrees to sponsor the 2015, 2016 and 2017 Rotary Lakeside Bandshell Concert Series (Concert Series) in cooperation with certain donors whose donations will fund concert performances.

Each concert for the 2015, 2016 and 2017 summer Concert Series shall be deemed a special/specific event in accordance with Coeur d'Alene Municipal Code section 5.18.040.

2. Limits on City Obligations: The parties agree that the City shall have no obligations regarding the concert series other than those obligations specifically set forth in this agreement.
3. No City Financial Obligation: Handshake agrees that the City shall have no obligation to provide any financial contribution to the concert series.
4. Permits: The City Park's Department Director shall, with reasonable dispatch, process requests for bandshell/loud speaker permits submitted by Handshake for the purpose of utilization of the bandshell for the concert series on the dates set forth herein. However, applications for such permits shall be filed timely with the City and no later than forty (40) days before a particular concert. Handshake

understands and agrees that a bandshell permit and fee is necessary for each performance and the fee shall be paid to the City to recover costs the City incurs to facilitate the concert series.

5. Commercial Limitations: Handshake understands and agrees that the City's ownership of the City Park is subject to deed and other limitations which preclude activities in the City Park which are commercial in nature and not incidental to recreation and park purposes.

A. Concessions Limited: Except as set forth in paragraph 5(C) entitled "Food Vendors," the parties further agree that neither Handshake nor any of the concert series performers or their agents shall solicit, authorize, use or operate any food concession in the City Park or on public property during the Concert Series. However, Handshake may sell non-food items such as tapes, CD's, T-shirts, hats, and items directly related to the event.

B. No Charge: The parties further agree that no charge, fee or attempt to collect a charge or fee shall be solicited or requested from persons wishing to listen to or watch the Concert Series.

C. Food Vendors: The parties further agree that the sponsor of each concert may provide two food concessions during the summer Concert Series. In the event there are multiple sponsors of any one concert, only two food concessions will be permitted.

The food concessionaire must comply with all applicable provisions of the Coeur d'Alene Municipal Code, including but not necessarily limited to obtaining a public health permit, as well as compliance with the provisions of 5.18.020(C),(D),(E),(F) and (G).

The parties further agree that the food concessionaire may operate between the hours of 12:00 P.M. and 5:00 P.M. Pacific Daylight Time the day of the scheduled concert and may only sell food items. The sale of non-food items by the food concessionaire is prohibited.

6. Concert Area Not To Be Delineated: The parties agree that no specific area shall be set aside in any manner whatsoever for the purpose of delineating a specific concert listening or watching area.

7. Signs: The parties agree to the extent permitted by the Coeur d'Alene Municipal Codes including, but not limited to the Sign Code (15.24) that signs publicizing the Concert Series and recognizing private donors to the concert series may be erected.

- A. Public Acknowledgment: Donors and performers of each performance may be publicly acknowledged at each concert for their respective contributions.
- B. Publicity: The parties further agree that fliers are not permissible pursuant to municipal code unless the same are distributed from within a business or other private property. Banners are not permitted by the Coeur d'Alene Sign Code, and advertising, other than as set forth herein, shall be by local newspapers, television, radio and store front posters. To the extent permitted by law, the City will allow a sign advising of the concert and its donors to be located in such places as may be permitted by the Coeur d'Alene Sign Code as it now exists and may hereinafter be amended.
8. Finances: The parties agree that Handshake shall be responsible for all contractual arrangements and obligations with performers. The City's sole role shall be as an administrator for the funds donated by private parties to support the Concert Series.
9. Performers: The parties agree that various municipal codes including Coeur d'Alene Municipal Code Chapters 5.18 and 5.44 become applicable as the number of individuals attending solely the Concert Series increases above two hundred (200) individuals. Therefore, Handshake agrees to select only those performers that Handshake reasonably believes will attract no more than two hundred (200) individuals (excluding those individuals that may be originally in the park for other purposes) to assure the crowd remains manageable and not a threat to public welfare and health. To this end Handshake agrees to submit, for approval, a list of proposed performers to the City Park Department's Director no later than sixty (60) days before each performance. In the event the City Park Department's Director recommends against a proposed performer, Handshake agrees to find another performer(s).
10. Sponsor List: Handshake agrees it shall provide a list of proposed donors to the City Treasurer for approval no later than May 1, 2015, for the summer 2015 Concert Series, no later than May 1, 2016 for the 2016 summer Concert Series, and no later than May 1, 2017 for the 2017 Summer Concert Series, noting the amount of the donor's donation. The City acting through its City Treasurer shall in its sole discretion approve or disapprove of the program donors.
11. Concert Schedule: The parties agree that there shall be eleven (11) concerts during the summers of 2015, 2016, and 2017, from 1:00 P.M. to 4:00 P.M. Pacific Daylight Time.

The dates of the 11 concerts in 2015 shall be as follows: July 5<sup>th</sup>, 12<sup>th</sup>, 19<sup>th</sup> and 26<sup>th</sup>; August 9<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup> and 30<sup>th</sup>; September 6<sup>th</sup>, 13<sup>th</sup> and 20<sup>th</sup>.

The dates of the 11 concerts in 2016 shall be as follows: July 3<sup>rd</sup>, 10<sup>th</sup>, 17<sup>th</sup>, 24<sup>th</sup> and 31<sup>st</sup>; August 14<sup>th</sup>, 21<sup>st</sup> and 28<sup>th</sup>, September 4<sup>th</sup>, 11<sup>th</sup> and 18<sup>th</sup>.

The dates of the 11 concerts in 2017 shall be as follows: July 2<sup>nd</sup>, 9<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup> and 30<sup>th</sup>; August 13<sup>th</sup>, 20<sup>th</sup> and 27<sup>th</sup>; September 3<sup>rd</sup>, 10<sup>th</sup> and 17<sup>th</sup>.

- A. The parties agree that Handshake shall have an appropriate back-up venue in the event of inclement weather in its agreements with performers to insure that a concert does indeed take place.
- B. The parties agree the City may, from time to time, unilaterally cancel summer concert series events for reasons deemed by the City to be in the best interest of public welfare and safety.

12. Additional Specific Duties of Handshake: The parties agree that Handshake will:

- A. Secure sufficient donors and collect donations to cover the costs of the Concert Series and deposit the amount with the City. If sufficient donors making a contribution of Thirty and three thousand and No/100 Dollars (\$33,000.00) by May 1, 2015 for the 2015 Summer Concert Series, and May 1, 2016, for the 2016 Summer Concert Series, and May 1, 2017, for the 2017 Summer Concert Series have not been acquired, the parties may agree to a downsized concert series consistent with the amount of funds received from donors. Handshake shall neither contract nor initiate contract negotiations beyond the budgeted amounts set forth in Exhibit "A."
- B. In the event donations for the concert series exceed the budgeted amount of Thirty and three thousand and No/100 Dollars (\$33,000.00) set forth in Exhibit "A" the funds to the extent permitted by law shall be utilized for additional concerts in each respective year.
- C. Develop the performers' contracts which shall be subject to the terms of this agreement and all applicable laws of the State of Idaho and city of Coeur d'Alene.
  - 1. Include in the contracts with performers that they will not possess or use alcoholic beverages, or illegal drugs, in the City Park. Further, Handshake will include in performers' contracts that tobacco products will not be possessed or used by performers on stage or in the park buildings.
  - 2. Include in contracts with performers a provision that performers will perform in appropriate attire, including shirts, and excluding swim wear.

- D. Be at the Rotary Lakeside Bandshell at the Coeur d'Alene City Park at least two (2) hours before a performance begins to ensure the performers begin on time and to assist with their set up.
  - E. Remain in attendance throughout the performance and act as Master of Ceremonies to ensure a smooth running performance.
  - F. Remain until the performers leave to ensure a speedy break down and departure.
  - G. Take care of all publicity, press releases, bulletin/calendar announcements and media advertising.
  - H. Handshake shall coordinate its performance with the City Art's Commission in order to work towards a common goal of furthering arts and entertainment for the benefit of the citizens of Coeur d'Alene including coordinating of scheduled events.
13. The parties agree to the budget set forth in Exhibit "A" attached hereto and by this reference incorporated herein.
14. Renegotiation: Lessee may request in writing a three (3) extension of this agreement for the 2015, 2016 and 2017 summer Concert Series by submitting to Lessor a written request for this extension after May 1, 2016, and prior to November 1, 2016. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that a three (3) year extension of the agreement with Handshake Productions be negotiated with the City. If the three (3) year extension is approved, Lessee may, during the term of the extended agreement, request in writing another three (3) year extension for the 2018, 2019 and 2020 summer Concert Series by submitting to Lessor a written request for this extension after May 1, 2019, and prior to November 1, 2019. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that another three (3) year extension with Handshake Productions be negotiated with the City.
15. Default: Time is of the essence of the agreement and Handshake shall be considered in default upon the failure to perform any of the terms of this agreement and the City may terminate the contract. Provided, however, before declaring Handshake in default the City shall notify Handshake in writing of the particulars in which it deems Handshake to be in default, and Handshake shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to Handshake at the last address Handshake has left with the City, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the



manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5 (b).

- 16. Termination for Convenience of City: The site of the location is within the Urban Renewal District and in the downtown area of Coeur d'Alene. Development of the downtown area or the development of the City's downtown properties may require the City to cancel use of the bandshell. The parties agree City may at any time after ten (10) day's written notice terminate this agreement. The notice of the cancellation by the City of this agreement for no cause shall be given in the same manner as notice of termination in case of default. In such event neither party shall have a claim against the other.

IN WITNESS WHEREOF, the city of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Handshake Productions, Inc. has caused the same to be executed the day and year first above written.

CITY OF CITY OF COEUR D'ALENE

HANDSHAKE PRODUCTIONS, INC.

By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
, President

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
, Secretary

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the President and Secretary, respectively, of Handshake Productions, Inc., and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**Exhibit “A”**

**BUDGET FOR SUMMER CONCERT SERIES – 2015-2017**

Eleven (11) Concerts each summer for 2014, 2015 and 2017 = \$33,000.00 each series.

\$ 12,925.00	BAND COSTS (Payment to the concert performers will be 1,175.00 per concert.)
\$ 13,750.00	PRODUCTION COSTS (Each concert will cost \$1,250.00 in production costs.)
\$ 2,750.00	FUNDRAISING (Each concert will cost \$250.00 for fundraising.)
\$ 1,375.00	BANDSHELL (Each concert will cost \$125.00 in fees for use of the bandshell.)
\$ 2,200.00	PUBLICITY (Each concert will cost \$200.00 in publicity.)
<b><u>\$33,000.00</u></b>	<b>TOTAL</b>

The Summer Concert Series will consist of eleven (11) concerts each summer for 2015, 2016 and 2017. The following is the budget for expenses per show:

<b><u>Item</u></b>	<b><u>Expense</u></b>
Band	\$ 1,175.00
Production	\$ 1,250.00
Fund Raising	\$ 250.00
Bandshell	\$ 125.00
Publicity	<u>\$ 200.00</u>
<b>Total</b>	<b>\$3,000.00</b>

# PUBLIC WORKS COMMITTEE STAFF REPORT

**DATE:** June 17, 2014  
**FROM:** Mike Becker, Wastewater Utility Project Manager  
**SUBJECT:** Bid Results for the 2014 Open Trench Project.

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## DECISION POINT:

The City Council may wish to accept and award the City of Coeur d'Alene Wastewater Utility's 2014 Open Trench Project contract to the apparent low bidder.

## HISTORY:

In accordance with Idaho Code, this project was advertised in the Coeur d'Alene Press June 3, 2014 and June 10, 2014 soliciting sealed bids for the 2014 Open Trench Project that would replace approximately 670 LF of existing sewer piping and appurtenances at two (2) separate locations. Sealed Bids were publically opened and read on June 17, 2014 at 2:00 PM.

## FINANCIAL ANALYSIS:

The following is a tabulation of the contractor's bid results:

- Earthworks Northwest: \$ 143,128.00
- **Buddy's Backhoe Service:** **\$ 113,670.00**
- T LaReivere: \$ 135,070.00
- Big Sky Development: \$ 162,395.00

The Engineer's (JUB) estimate of probable cost: \$ 157,000.00

The apparent low bid was submitted by Buddy's Backhoe Service with a total bid price of \$113,670.00.

## PERFORMANCE ANALYSIS:

The Wastewater Utility planned for this project during the FY 2013/14 budget and has the available funds. Buddy's has successfully completed numerous open trench projects within the City of Coeur d'Alene to the Wastewater Utility's satisfaction and we are confident Buddy's crew can perform this project's scope of work.

## RECOMMENDATION:

Award the 2014 Open Trench Project contract to Buddy's Backhoe Service, for the total bid price of \$113,670.00.

CITY COUNCIL  
STAFF REPORT

DATE: June 11, 2014

FROM: Ron Clark  
Chief of Police

SUBJECT: Enter into an agreement with North Idaho College to provide one police officer on campus for the 2014-2015 school year.

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**Decision Point:**

Should the City of Coeur d'Alene enter into a contract to initiate a School Resource Officer program and provide one police officer to be assigned to the North Idaho College campus for fiscal school year 2014-2015.

**History:**

The City of Coeur d'Alene and North Idaho College have maintained a positive working relationship. The police department has responded to calls for service on the campus with appreciation from the NIC administration. In response to national and local trends with regard to providing campus safety, NIC has deemed a police presence as a positive enhancement to their campus.

**Financial Analysis:**

North Idaho College has agreed to pay \$50,000 of the personnel costs associated with this program as well as all the overtime costs incurred by the School Resource Officer for school events. We are requesting to hire an additional police officer for this new SRO position, which would be responsible for specifically monitoring and patrolling the college campus. In order to prepare for this transition, we would like to hire the officer immediately in anticipation of this new program. The salary costs to hire this officer in the current budget year would be fully covered from the current budget with salary savings.

**Performance Analysis:**

The SRO program has proven to be a positive impact on public school campuses. 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. This new program would likewise be able to achieve such community policing enhancements. This would allow additional police services in the North Idaho College campus and Fort Grounds area of Coeur d'Alene. Hiring a police officer immediately gives us the benefit of training an officer for the transition of assigning an officer to the college as an SRO. In addition we would have the benefit of using that officer for patrol during the busy summer months. This new position is a benefit to the college and the City of Coeur d'Alene.

**Quality of Life Analysis:**

The history of our SRO program has provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is sometimes hard to measure. The feedback from all involved believe the schools are a safer place. In addition they feel the police and citizens have a more positive relationship. These same positive characteristics of the SRO program would be prevalent at North Idaho College.

**Decision Point:**

Should the City of Coeur d'Alene enter into a contract to begin a School Resource Officer program and provide one police officer to be assigned to the North Idaho College campus for fiscal school year 2014-2015.

AGREEMENT BETWEEN THE

NORTH IDAHO COLLEGE

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS  
DISTRICT'S FISCAL YEAR 2014-2015

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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.

WITNESSETH:

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 officer will facilitate classroom and faculty presentations related the law, at NIC. The School Resource Officer (SRO) will investigate related criminal cases on campus, continue to work with community agencies in emergency response procedures, 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 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.

## 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
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 of the School Resource Officer including but not limited to 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 Fifty Thousand and 00/100 (\$50,000.00) to be billed in two equal installments. The first installment to be billed during the first quarter ( July, August, September) and the remaining to be paid during the third quarter (January, February, March) of the school fiscal 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 2014-2015 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 July 1, 2015, 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 \_\_\_\_\_, 2014, pursuant to

Resolution No. 14-\_\_\_\_, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

NORTH IDAHO COLLEGE

By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Joe Dunlap, President

Attest:

Attest:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Shannon Goodrich, Clerk of the Board

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Michael C. Gridley, City Attorney

By: \_\_\_\_\_  
Mark Lyons, Attorney for North Idaho College

CITY COUNCIL  
STAFF REPORT

DATE: June 11, 2014

FROM: Ron Clark  
Chief of Police

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

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**Decision Point:**

Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2014-2015.

**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 \$365,654.77 of the personnel costs associated with this program as well as all the overtime costs incurred by the School Resource Officers for school events.

**Performance Analysis:**

The SRO program has specifically impacted campus crime as documented by standard crime reporting data. 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.

**Quality of Life Analysis:**

The SRO program has provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is sometimes hard to measure. The feedback from all involved truly believes the schools are a safer place. In addition they feel the police and citizens have a more positive relationship.

**Decision Point:**

Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2014-2015.

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 2014-2015

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 six (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; 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 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 therefore the amount of Three Hundred Sixty Five Thousand Six Hundred Fifty Four and 77/100 (\$365,654.77) to be paid quarterly with the exception of seventy-five thousand dollars (\$75,000) previously agreed in the committal letter dated December 12<sup>th</sup> 2013. This amount will be billed by the Police Department anytime after July 1<sup>st</sup> 2014.

#### V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2014-2015 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 July 1, 2015, 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 \_\_\_\_\_, 2014, pursuant to Resolution No. 14-\_\_\_\_, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE  
#271

COEUR D'ALENE SCHOOL DISTRICT

By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Tom Hearn, Chairperson

Attest:

Attest:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Lynn Towne, Clerk of the Board

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Michael C. Gridley, City Attorney

By: \_\_\_\_\_  
Mark Lyons, Attorney for School District 271

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

DATE: June 23, 2014

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: 7635 N. Ramsey Road Request to Exclude (De-Annex) Property from City Boundaries.

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**DECISION POINT:**

Provide a recommendation to the full council regarding whether to exclude an approximate 4.65 acre parcel located at 7635 N. Ramsey Road from the city boundaries.

**HISTORY:**

I.C. 50-225 authorizes the City Council to exclude property from city boundaries by ordinance. The subject property was annexed in 2006 as part of a planned development, which never occurred. Prior to annexation a home was constructed on the subject property but the owner never sought a certificate of occupancy from Kootenai County for the structure and it appears that the builder did not adhere to the plans submitted to Kootenai County. The owner is now seeking to sell the property and needs to obtain a certificate of occupancy. In order for the City to issue a certificate of occupancy, it will need to issue a building permit and determine that the structure was constructed in conformity with the building code. Additionally, the property's septic system will need to be enlarged. Because the structure is complete, the City would need to obtain engineering reports and perform destructive testing to issue a certificate of occupancy. As such, the owner has elected to seek de-annexation and will attempt to obtain a certificate of occupancy from Kootenai County.

**FINANCIAL ANALYSIS:**

The proposed exclusion will have a limited financial impact on the City. Idaho Code section 50-225 allows a city to exclude territory from its city limits provided that the excluded property is not relieved of its obligation for any outstanding indebtedness such as bonds, improvement districts etc. Further, the applicant will be responsible to generate a new boundary map and legal description and will need to pay annexation fees for the area when the entire property is ultimately annexed into the City. However, the city could potentially see a nominal decrease in property tax revenue from the property.

**PERFORMANCE/QUALITY OF LIFE ANALYSIS:**

Given the size and location of the property, excluding the property should not alter the quality of life for residents or negatively impact the ability of the city to provide services to surrounding properties.

**DECISION POINT/RECOMMENDATION:**

Recommend to the full City Council that the requested property be excluded from the city limits.



