



# Coeur d'Alene

## CITY COUNCIL MEETING

*November 1, 2011*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

**Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy**

# CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT THE LIBRARY COMMUNITY ROOM  
OCTOBER 18, 2011**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room October 18, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Woody McEvers                    ) Members of Council Present  
John Bruning                    )  
A. J. Al Hassell, III            )  
Loren Ron Edinger               )  
Deanna Goodlander             )

Mike Kennedy                    ) Members of Council Absent

**CALL TO ORDER:** The meeting was called to order by Mayor Bloem.

**INVOCATION** was led by Pastor Charles Musonda, House of Prayer.

**PLEDGE OF ALLEGIANCE:** The pledge of allegiance was led by Councilman Goodlander.

**PUBLIC COMMENT:** Mayor Bloem called for public comments with none being received.

**CONSENT CALENDAR:** Motion by Hassell, seconded by Goodlander to approve the Consent Calendar as presented.

1. Approval of minutes for October 4, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, October 24<sup>th</sup> at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 11-036: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING ADOPTING A POLICY REGARDING RETENTION OF VIDEO RECORDINGS OF OTHER PUBLIC AGENCIES PUBLIC MEETINGS; APPROVING S-1-05.M.1 – ACCEPTANCE OF IMPROVEMENTS WITH WARRANTY AGREEMENT FOR RIVERSTONE 3RD ADDITION; APPROVING THE ANNUAL WAIVER OF COVERED LOAD REGULATIONS CONTAINED IN M.C. 8.36.130 FROM TUESDAY, NOVEMBER 1, 2011 THROUGH WEDNESDAY, NOVEMBER 30, 2011 FOR THE ANNUAL FALL LEAF PICK UP PROGRAM; APPROVING THE PURCHASE OF PROPERTY ON THE SOUTHEAST CORNER OF ATLAS ROAD AND KATHLEEN AVENUE FOR A FUTURE PRODUCTION WELL SITE; AND APPROVING THE DESTRUCTION OF CERTAIN RECORDS FOR THE POLICE DEPARTMENT.
4. Approval of Bills as submitted and on file in the Office of the City Clerk.
5. Approval of cemetery lot repurchase from Rodney Joki.
6. Approval of beer/wine license for Dangerous Dog at 108 N. 4<sup>th</sup> Street.
7. S-9-06 – Final Plat Approval of Meadow Ranch, 1<sup>st</sup> Addition.

ROLL CALL: Edinger, Aye; Hassell, Aye; Goodlander, Aye; McEvers, Aye; Bruning, Aye.  
Motion carried.

**ANNOUNCEMENTS:**

COUNCILMAN EDINGER: Councilman Edinger announced the next prescription drug turn-in day to be held at the Coeur d'Alene Library will be October 29th from 10:00 a.m. to 2:00 p.m..

COUNCILMAN GOODLANDER: Councilman Goodlander thanked the Arts Commission and Tammy Smith for their many hours of work on the Mayor's Arts Award program. She also announced that E-books are now available through the Library.

**COMMITTEE/COMMISSION/BOARDS APPOINTMENTS:** Motion by Bruning , seconded by Hassell to re-appoint John Kelly and Warren Fisher to the Pedestrian/Bicycle Committee, re-appoint Katie Saylor to the Library Board and appoint Stefan Chatwin to the CDA TV Committee. Motion carried.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel announced that the CDA TV Committee has scheduled this year's Candidate Forum for Thursday, October 20<sup>th</sup> , in the Library Community Room. The forum will be aired live over Channel 19 and then streamed to the City's web page. Live airing times are as follows: City of Hayden 4:30-5:00 p.m.; City of Cd'A 5:00-6:30 p.m. The Candidates forum will re-broadcast throughout the days until election. City of Cd'A will stream the city's forum on our web site [www.cdaid.org](http://www.cdaid.org). The Coeur d'Alene Police Department and the city's Enough is Enough Committee are sponsoring a "Prescription Drug Turn-In Day" on October 29<sup>th</sup>. The Prescription Drug Turn-In will be open from 10:00 AM until 2:00 PM in front of the Coeur d'Alene Library, 702 E. Front Avenue. PLEASE NOTE: Only medications will be accepted – do not bring syringes or biohazards. Congratulations go to the City of Coeur d'Alene's Urban Forester, Karen Haskew on receiving the Municipal Arborist Award from the Pacific Northwest Chapter of the International Society of Arborists. Last month at the Parks & Recreation Commission meeting, the City Stormwater Division and the Parks Department launched a new program called "Canines for Clean Water." This program addresses dog waste and importance of dog owners to clean up after their pets. Mayor Bloem received the Planning Leadership Award from the American Planning Association. A tip from the city's Pedestrian & Bicycle Advisory Committee: To cycle more comfortably in rainy or cold weather, wear layers of clothing that you can peel off and put in a backpack or saddlebag when you start to warm up from the exertion of riding. Fenders are a great accessory to keep water from the bike tires off your clothing. The Coeur d'Alene Arts Commission is seeking artists for public art in three vehicular round-a-bouts in the "Education Corridor." Information packets are available at City Hall, 710 E. Mullan Avenue, or online at [www.cdaid.org](http://www.cdaid.org). Artist proposals are due by 5:00 p.m., November 24, 2011. Artists with questions are encouraged to contact Steve Anthony, Arts Commission Liaison, at 769-2249. The Coeur d'Alene Library has been awarded a grant of \$13,500 from the Fred Meyer Fund. The money will be used to improve library services to children and young adults including additional materials and e-books specifically for children and teen readers. Monday, November 14, 2011 marks the start of the City of Coeur d'Alene annual leaf pick-up program. Please be sure to keep leaves on your property until Monday, October 31, 2011. Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area, and do not include bagged leaves, branches, rubble, or refuse. Due to weather conditions, equipment malfunctions, and unforeseen

circumstances, city crews are unable to provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Wednesday, November 23rd. If you have any questions or need additional information please check the website <http://streets.cdavid.org> or call the Street Maintenance Information line at 769-2233. Tuesday, October 26<sup>th</sup>, the signal at Hubbard and Northwest Boulevard will be activated. Mrs. Gabriel reported on the dike road issue: She is awaiting confirmations from two more citizens to serve on the citizen Ad hoc Committee and once confirmed, the group can begin to work to address the issues of the the Army Corp of Engineers' mandates regarding the dike road tree removal. Also, staff has sealed some cracks in the dike wall and removed some heavy brush but no large trees have been removed.

**PUBLIC HEARING – APPEAL OF DENIAL TO REMOVE TREE AT 1042 E. YOUNG AVE.:** Mayor Bloem read the rules of order for this public hearing. Karen Haskew, Urban Forester, gave the staff report.

Ms. Haskew gave the applicants name as Michael Schmidt, and the reason for the request as an appeal of a denial to remove the horse chestnut (*Aesculus hippocastanum*) tree within the right-of-way at 1042 Young Ave.

She noted that the Urban Forestry Ordinance requires that the Urban Forestry Committee (U.F.C.) members inspect tree removal permits and make recommendations regarding removal according to specific criteria. Mr. & Mrs. Schmidt, owners of the property at 1042 Young Ave requested removal and replacement of the abutting horse chestnut tree because tree roots are disturbing the sidewalk and to give the two remaining trees more room to grow. The subject horse chestnut tree, is the middle of three trees at this location, is in good health and fair to good condition. There is some minor rot in a fork of the tree and it has been pruned poorly in the past. In addition, roots have been cut for the installation of an irrigation line. The tree has 90-95% live crown. There are a few dead branches that should be pruned from the tree. Minimal root pruning would be needed for sidewalk repair. The average score for the tree was -14, insufficient for a removal permit (an overall score of -40 is needed for removal).

Ms. Haskew noted that the tree is healthy and is providing value to the street and neighborhood. Sidewalk problems can often be solved by some root pruning and modification of the sidewalk. In addition, the condition of the tree could be improved by sanitation pruning (removing dead branches).

**PUBLIC COMMENTS:** Michael Schmidt, 609 E. Sherman Avenue, #202, soon to move into 1042 E. Young Avenue, believes that the existing trees have nearly overgrown the small area between the street and sidewalk, that the tree is split down the middle and not in good health, and that the density of the trees along the front is such that very little sunlight makes it through to allow for any meaningful lawn or undergrowth. He highlighted his research on the horse chestnut trees and what he believes are problems with these trees. He also noted that this tree is not on the preferred trees species list for the City. He commented that if this tree is allowed to be removed they would place three trees along 11<sup>th</sup> street.

**MOTION:** Motion by Goodlander, seconded by Edinger to approve the appeal and allow the removal of the horse chestnut tree at 1042 E. Young Avenue with the condition that three trees on 11<sup>th</sup> street will be planted. **ROLL CALL:** Edinger, Aye; Hassell, Aye; Goodlander, Aye; McEvers, Aye; Bruning, Aye. Motion carried.

**EXECUTIVE SESSION:** Motion by Hassell, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 : To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated

**ROLL CALL:** Edinger, Aye; Hassell, Aye; Goodlander, Aye; McEvers, Aye; Bruning, Aye;. Motion carried.

The session began at 6:45 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of litigation. No action was taken and the Council returned to regular session at 7:32 p.m.

**ADJOURNMENT:** Motion by Hassell, seconded by McEvers that, there being no further business before the Council, this meeting is adjourned. Motion carried.

The meeting adjourned 7:32 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC  
City Clerk

RESOLUTION NO. 11-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE ANNUAL AUDIT AGREEMENT WITH MAGNUSON, MCHUGH & COMPANY P.A. FOR FISCAL YEAR ENDING SEPTEMBER 30,2011; ADOPTING AN INTERNAL POLICY REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT WORK PRODUCT; APPROVING A MEMORANDUM OF AGREEMENT WITH MEADOW RANCH DEVELOPMENT CORPORATION REGARDING THE MEADOW RANCH PUD.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 3" and by reference made a part hereof as summarized as follows:

- 1) Approving the Annual Audit Agreement with Magnuson, McHugh & Company P.A. for Fiscal Year Ending September 30,2011;
- 2) Adopting an Internal Policy regarding Community Development Block Grant Work Product;
- 3) Approving a Memorandum of Agreement with Meadow Ranch Development Corporation regarding the Meadow Ranch PUD;

AND;

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements or other actions; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 3" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other actions on behalf of the City.

DATED this 1<sup>st</sup> day of November, 2011.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST

\_\_\_\_\_  
Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



General Services Committee  
Staff Report

Date: October 31, 2011

From: Troy Tymesen, Finance Director

Subject: Annual agreement for the City audit

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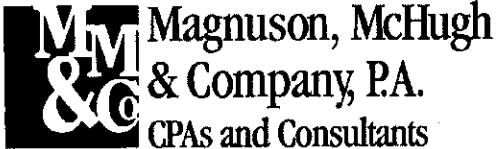
Decision Point: To enter into the annual engagement agreement with Magnuson, McHugh & Company, PA, local accounting firm, to conduct the 2010-2011 Fiscal Year audit.

History: The City is required to have an annual audit to comply with the state statues and the National Recognized Municipal Securities Information Repositories (NRMSIRs).

Financial Analysis: The City solicited quotes for audit services from two other qualified municipal audit firms. One quote was received from Eide Bailey and one was received from the LarsonAllen CPA firm in Spokane. Both of these quotes were over 22% higher than the proposal from Magnuson, McHugh. The financial plan for the City includes a budgeted amount of \$28,700 to cover the cost of the annual audit. This cost includes a Single Audit to be completed by Magnuson McHugh for grant reporting purposes as required by the U.S. Office of Management and Budget (OMB) Circular A-133.

Performance Analysis: Magnuson, McHugh has provided a quality audit for the City and its bond holders in the past and it is being done at a reasonable cost compared to other firms.

Decision Point: To enter into the annual engagement agreement with the Magnuson, McHugh & Company, PA accounting firm to conduct the 2010-2011 Fiscal Year audit.



August 2, 2011

To the Honorable Mayor and City Council  
City of Coeur d'Alene  
710 Mullan Avenue  
Coeur d'Alene, ID 83814

We are pleased to confirm our understanding of the services we are to provide the City of Coeur d'Alene for the year ended September 30, 2011. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City of Coeur d'Alene as of and for the year ended September 30, 2011. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Coeur d'Alene's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Coeur d'Alene's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual – General Fund.
- 3) Police Retirement Trust Fund: Schedule of Employer Contributions.
- 4) Schedule of Funding Progress, Five Year Trend Information and Annual Development of Pension Cost.

Supplementary information other than RSI also accompanies the City of Coeur d'Alene's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and Individual Nonmajor Fund Financial Statements

2100 Northwest Blvd., Suite 400 • PO Box 1379 • Coeur d'Alene, ID 83816-1379  
208-765-9500 • 800-735-1135 • Fax: 208-667-9174 or 208-770-2300 • cpas@mmcocpa.com

*Count On Us To Care*

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Magnuson, McHugh & Company, P.A

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CPAs and Consultants

The following non audit services are provided by us:

1) Cafeteria/Section 125 Plan administration

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Coeur d'Alene and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Magnuson, McHugh & Company, P.A.

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CPAs and Consultants

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

**Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Magnuson, McHugh & Company, P.A

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CPAs and Consultants

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Coeur d'Alene's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and related addenda for the types of compliance requirements that could have a direct and material effect on each of the City of Coeur d'Alene's major programs. The purpose of these procedures will be to express an opinion on the City of Coeur d'Alene's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Magnuson, McHugh and Company, P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Magnuson, McHugh and Company, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Magnuson, McHugh & Company, P.A.

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CPAs and Consultants

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Magnuson, McHugh & Company, P.A. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the five year period, Magnuson, McHugh & Company, P.A. shall be free to destroy our records related to this engagement.

Toni Hackwith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$28,700 with a single audit or \$26,100 without a single audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2010 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Coeur d'Alene and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Magnuson, McHugh & Company, P.A.*

Magnuson, McHugh & Company, P.A.

/sas

RESPONSE:

This letter correctly sets forth the understanding of the City of Coeur d'Alene.

\_\_\_\_\_  
Signature of Mayor or Council Member

\_\_\_\_\_  
Date

Magnuson, McHugh & Company, P.A.

\_\_\_\_\_  
CPAs and Consultants

**GENERAL SERVICES COMMITTEE  
MEMORANDUM**

DATE: OCTOBER 17, 2011

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: APPROVAL OF INTERNAL POLICIES REGARDING COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) WORK PRODUCT

---

**DECISION POINT:**

- To approve the attached policy regarding CDBG funding work product

**HISTORY:** The City became a HUD CDBG entitlement community beginning in 2008. Funding has fluctuated between \$280,000 and \$340,000 over four years. Throughout each funding cycle, different types of projects have been assisted through the use of CDBG funding. Some projects are quickly funded, spent, and accomplishment data is collected, while other projects will be spread over several years. Throughout the first three years, City staff and PAC contractors have learned many HUD policies and how to best utilize work documents efficiently and effectively. Some work product requires signatures from City officials such as the annual certifications; however, other documents such as environmental reviews require only a city signature. The attached policy outlines those documents and their function and list who should sign those documents. In an effort to keep projects moving timely and within the framework of work product, several are recommended to be signed by staff.

On July 1, 2008, authority was provided to Troy Tymesen to sign Emergency Minor Home Repair Agreements in an amount up to \$3,000. At the City Council meeting held on April 7, 2009, the emergency minor home repair program was amended to provide grants up to \$6,000.

This internal policy will provide detailed information for the future of CDBG funding. The Legal Department has reviewed this policy and agrees the documents outlined below can be determined work product and do not require City Council action and/or signatures to be enacted.

**FINANCIAL:** There is no financial cost associated with this item.

**PERFORMANCE ANALYSIS:** Approving this internal policy will allow staff to effectively and efficiently manage the CDBG funds allocated to the City.

**DECISION POINT/RECOMMENDATION:**

- To approve the attached policy regarding CDBG funding work product



## **Internal Policy regarding CDBG funds and signature authority. October 2012**

**Environmental review:** The City's Grant Administrator will prepare the environmental review documents. Once documents are prepared, they will be submitted to the City for signature and approval. The Finance Director, and/or the City's Project Manager overseeing CDBG operations, shall have authority to sign on behalf of the City.

**Emergency Minor Home Repair and Accessibility Program (EMRAP) Agreements:** When funding allows, homeowner's may apply for a grant for emergency and/or accessibility improvements to their residence. The City's Grant Administrator will review the applications for eligibility and reasonableness of the project. The City shall sign the grant agreement and Notice to Proceed. The Finance Director, or his designee, shall have authority to sign these documents.

**Annual and quarterly reports; including but not limited to SF425 Form, Davis-Bacon Reports, contractor/subcontractor Activity Report, and MBE Section 3 Summary Reports:** These reports are annual and quarterly federal required reports. These documents will be prepared by the City's Project Manager overseeing CDBG operations and/or Grant Administrator, when a signature is needed it will be submitted to the Finance Director for signature.

### *Financial Transaction Policy:*

The City's Grant Administrator will begin the process of request for payments, after reviewing all the source documentation including invoices and on-site monitoring visits. The request is packaged with the Request for Funds Transmittal, a Control sheet, Invoices, and a YTD Summary of Expenditures showing budget, expenditures, and balance of funds. (*an example of a control sheet is attached*). The City processes the payment through its normal financial procedures.

The City's process includes the City's Project Manager overseeing CDBG making a request to pay on an invoice. The request includes the invoice with any additional documentation for the expenditure, and is stamped with a proper account number. The City's Project Manager overseeing CDBG shall have authority to sign pay requests.

Specifically, in IDIS (HUD's computerized drawdown and reporting program) City staff has the following authority: Renata McLeod, Project Coordinator has authority to create a voucher; Vonnie Jensen, Deputy Finance Director, and Troy Tymesen, Finance Director have authority to approve the voucher.

## Example of a Control Sheet

**Control Sheet Project # 0072**  
 City of Coeur d'Alene  
 CDBG Entitlement Program PY09

The following costs are approved for payment under the City's Community Development Block Grant Entitlement Program. The Invoices and billings are attached.

**Report Date:** 2/24/2011 **Request #:** PY09-20  
**Report Period:** 4/1/2009 - 2/24/2011

Invoice Date	Invoice Number	Claimant	Invoice Amount	To Be Funded By:			
				CDBG	City Cash	Other*	Category
02/04/11	7	St Vincent de Paul of North Idaho	\$ 2,982.37	\$ 2,982.37			Community grant
Reimbursement to City for:							
Total Request for Funds:			\$ 2,982.37	\$ 2,982.37	\$ -	\$ -	\$ -

To be completed for disbursement of CDBG and other funds.			
CDBG Funds Received:	\$ 2982.37	Date Funds Received:	03/15/11
Disbursed To:	Amount:	Check #:	Date Disbursed:
St Vincent de Paul of North Idaho		290219	03/07/11
<b>Total Disbursements:</b>			
>> Funds should be disbursed within three to five (3-5) days of receipt <<			
Submitted by: <i>[Signature]</i>			Date: 03/16/11

Please complete the shaded area of this form and return immediately upon disbursement of funds to:  
 Nelle Coler, Panhandle Area Council, 11100 N. Airport Drive, Hayden, Idaho 83835

**INTERNAL POLICY**  
**Regarding CDBG Funds and Signature Authority**  
**October 2012**

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Reimbursement to City for:							
<b>Total Request for Funds:</b>			<b>\$ 2,982.37</b>	<b>\$ 2,982.37</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

To be completed for disbursement of CDBG and other funds.			
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<b>Disbursed To:</b>	<b>Amount:</b>	<b>Check #:</b>	<b>Date Disbursed:</b>
St Vincent de Paul of North Idaho		290219	03/07/11
<b>Total Disbursements:</b>			
>> Funds should be disbursed within three to five (3-5) days of receipt <<			
Submitted by: <i>[Signature]</i>			Date: 03/16/11

**Please complete the shaded area of this form and return immediately upon disbursement of funds to:**  
 Nelle Coler, Panhandle Area Council, 11100 N. Airport Drive, Hayden, Idaho 83835

## **CITY COUNCIL STAFF REPORT**

DATE: NOVEMBER 1, 2011  
TO: CITY COUNCIL  
FROM: TAMI STROUD, PLANNER  
SUBJECT: PUD-3-06m - MEMORANDUM OF AGREEMENT

### **DECISION POINT**

Approve memorandum of agreement for PUD-3-06m "Meadow Ranch Phase II"

### **HISTORY**

The Planning Department approved the Final Development Plan on October 20, 2011.

### **PERFORMANCE ANALYSIS**

It has been past practice to memorialize the Final Development Plan, in accordance with Section 17.09.478 of the Municipal Code, by requiring a memorandum of agreement that is approved by the City Council, signed by the Mayor and property owner and recorded in the Kootenai County Recorder's Office. This request is in keeping with that procedure.

### **FINANCIAL ANALYSIS**

There is no financial impact associated with the proposed memorandum of agreement.

### **QUALITY OF LIFE ANALYSIS**

The memorandum of agreement will provide any future buyers of the property with information on the agreement.

### **DECISION POINT RECOMMENDATION**

Approve the memorandum of agreement for PUD-3-06m

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and Meadow Ranch Development Corporation, hereinafter referred to as the "Owner."

WITNESSETH:

WHEREAS, the "Owner" has received approval for a Planned Unit Development, which Planned Unit Development includes certain terms, conditions and agreements, which the parties wish to memorialize as applicable to the real property to which this Planned Unit Development attaches.

NOW, THEREFORE the parties agree as follows:

1. The real property to which the below listed terms, conditions, and agreements apply particularly is described as follows:

Tract D, Meadow Ranch, According to the Plat Recorded in Book "K" of Plats at Pages 129 through 129E, Records of Kootenai County Idaho

2. The parties agree that the following constituted agreement to which the owner, owner's heirs, assigns, and successors in interest, must comply during and after the development of the aforementioned Planned Unit Development.

- A. Preliminary Planned Unit Development Plan (PUD-3-06m) approved by Planning Commission on March 22, 2011.
- B. Final Planned Unit Development Plan (PUD-3-06m) approved by Planning Department on October 20, 2011.
- C. List of exhibits.

Exhibit 1- Final Planned Unit Development Phase 2 Property Boundary  
Dated September 2, 2011

Exhibit 2- Final Planned Unit Development Proposed Private Roads and  
Pedestrian Pathways dated September 2, 2011.

Exhibit 3- Final Planned Unit Development Proposed Buildings and Facilities Dated September 2, 2011.

Exhibit 4- Final Planned Unit Development Building Locations and Land Use Activities Dated September 2, 2011.

Exhibit 5- Final Planned Unit Development Schedule Dated September 2, 2011.

Exhibit 6- Final Planned Unit Development Water and Sanitary Sewer Utility Overview Dated September 2, 2011.

Exhibit 7 – Final Planned Unit Development Typical Building Site With Setback Information dated September 2, 2011.

Exhibit 8 – Final Planned Unit Development Proposed Landscape Plan Dated September 8, 2011.

Exhibit 9 – Preliminary Plat of Meadow Ranch Phase II Dated January, 2011

WHEREAS, said terms, conditions, and agreements are on file at City Hall in the Offices the Planning Director, and City Clerk.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, the City Clerk has affixed the seal of said City hereto, and Meadow Ranch Development Corporation., Owner, has caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO

By: \_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

MEADOW RANCH DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
Dennis Cunningham, President

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public, personally appeared Sandi Bloem and Susan K. Weathers, 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 Coeur d'Alene  
My Commission expires:

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 2011 before me, a Notary Public, personally appeared, Active West, LLC, known to me to be the Owner that executed the foregoing agreement, and acknowledged to me that said Active West, LLC, 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:



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis  
Department Name / Employee Name / Date  
Request made by: James Husky 509-315-5245  
Name / Phone  
Po Box 709 Liberty Lake WA 99019  
Address

The request is for: / / Repurchase of Lot(s)  
 Transfer of Lot(s) from Gertrude Norris to Pamela Hite

Niche(s):  
Lot(s): 071, E 1/2 of 72, Block: 2-36 Section: 7

Lot(s) are located in  Forest Cemetery / / Forest Cemetery Annex (Riverview).  
Copy of / / Deed or / / Certificate of Sale must be attached.  
Person making request is / / Owner / / Executor\*  Other\* ex-husband of heir

\*If "executor" or "other", affidaviats of authorization must be attached.  
Title transfer fee (\$ 40.00) attached\*\*.  
\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: 574655

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.  
Vonnie Jensen  
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant:  Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:  
Gertrude Norris
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 15.00 per lot.  
RDE 9/29/11  
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.  
Person making request is authorized to execute the claim: MCB 10-14-2011  
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.  
Susan K. Weathers 10-17-11  
City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: \_\_\_\_\_  
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No  
Cemetery copy filed / /; original and support documents returned to City Clerk / /  
\_\_\_\_\_  
Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk  
Yellow copy Finance Dept.  
Pink copy to Cemetery Dept.

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** October 24, 2011  
**FROM:** Tim Martin, Street Superintendent  
**SUBJECT:** 2011-2012 SNOW PLAN

---

**DECISION POINT:**

Staff requests Council approval of the 2011-2012 Snow Plan.

**HISTORY/BACKGROUND:**

Each year, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2011-2012 Snow Plan summary has been made available at the Council Mail Room and at the Street Maintenance Department offices.

**FINANCIAL ANALYSIS:**

The proposed Snow Plan update is an annual "housekeeping" action that requires between 5 to 10 hours of staff time and printing costs of approximately \$30.00. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council's snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is the city's primary means of educating the public on city snow removal policies.

**PERFORMANCE ANALYSIS:**

The majority of the policies and procedures outlined in the previous years' Snow Plan are still considered relevant and are proposed to be carried out as routine operations this year. Two procedures that have been added and approved worth noting are:

- Added a statement empowering the Street Superintendent to suspend snow gate service in the event that extreme conditions warrant.
- Continue to provide the citizens with "State of the Art" plow operations and provide unrestricted road surfaces. As the city continues to grow and more streets are extended the citywide plowing completion target will again be 37 hours (a reduction of 35 percent reduction since winter 1999-2000).
- Sledding Hills were reduced from (4) four to (2) two in 2009

Changes proposed for the 2011-2012 snow plan are summarized below:


- Added new and/or extended streets, new subdivisions and cul-de-sacs.
- Snow will not be plowed from alleys, however, some occasional spot sanding and/or plowing may be done by the Street Maintenance Department if it can be done safely with the goal of precluding curtailment of alley trash service."

**DECISION POINT/RECOMMENDATION:**

Staff requests Council approval of the 2011-2012 Snow Plan.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** November 1, 2011  
**FROM:** Christopher H. Bates, Engineering Project Manager  
**SUBJECT:** **The Landings at Waterford 6<sup>th</sup> Addition: Final Plat Approval**



---

**DECISION POINT**

Staff is requesting the following:

1. Approval of the final plat document, a twenty (20) lot residential development.

**HISTORY**

- a. Applicant: Prairie Landings, LLC, etal.  
7500 N. Mulholland Dr.  
Dalton Gardens, ID 83815
- b. Location: West side of Atlas Rd., south of Prairie Avenue.
- c. Previous Action:
  1. Final plat of The Landings at Waterford 5<sup>th</sup> Addition, January 2009.

**FINANCIAL ANALYSIS**

The developer is required to pay the necessary annexation fees (\$12,750.00) prior to the recordation of the final plat approval.

**PERFORMANCE ANALYSIS**

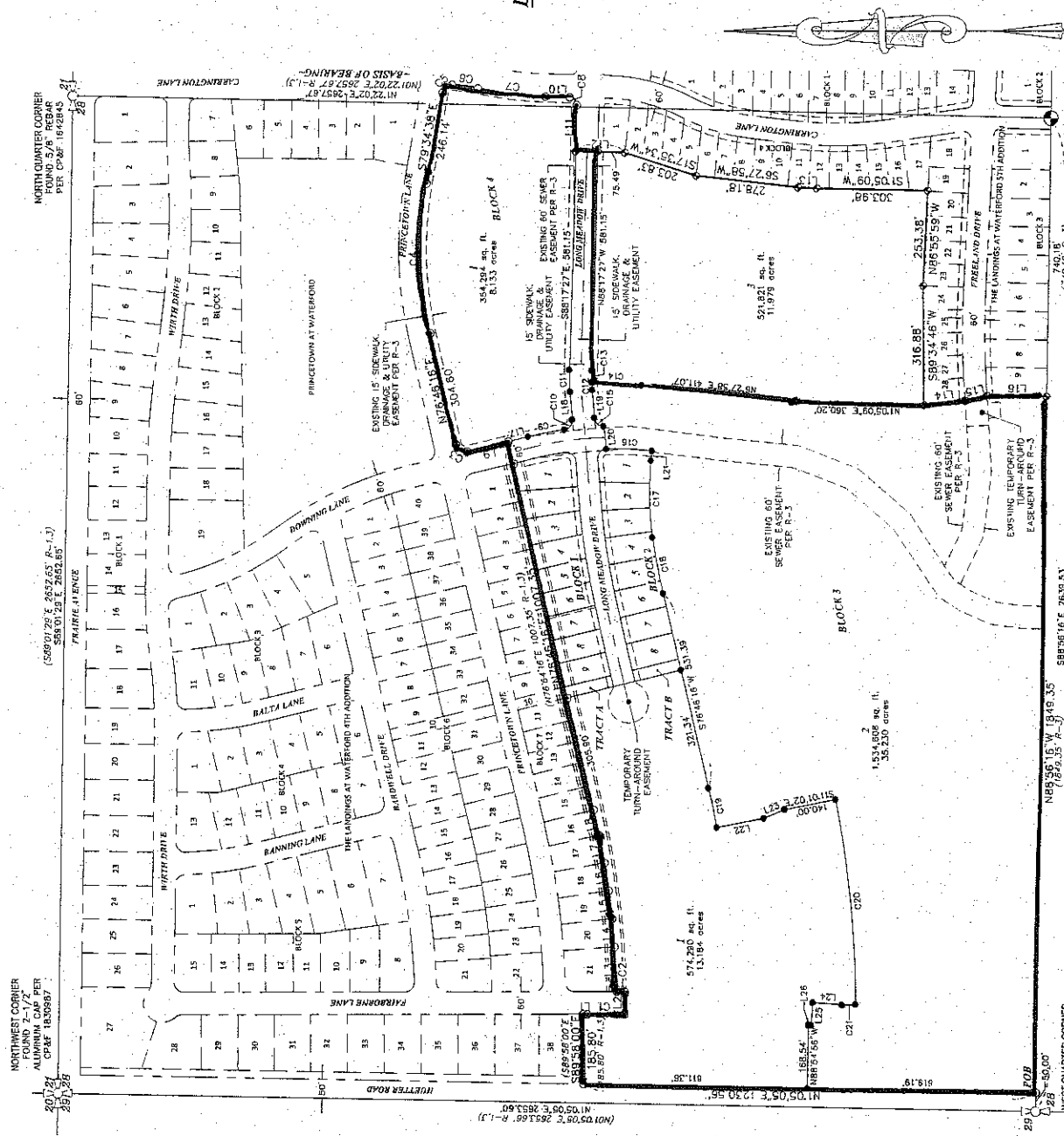
The developer has installed the required public infrastructure for the development, however, it is not yet ready for acceptance. Approval and recordation of the final plat document will allow for the sale of platted lots, however, issuance of building permits, or, certificates of occupancy (CO's) will not be allowed until the infrastructure has been accepted by the appropriate City departments, and, the Maintenance/Warranty Agreement and security are in place.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

# THE LANDINGS AT WATERFORD SIXTH ADDITION

A REPLAT OF LOT 29, BLOCK 4 OF THE LANDINGS AT WATERFORD FIFTH ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



**LINE TABLE**

Line #	Length	Direction
L1	11.98	S00°02'00"W
L2	60.00	S89°05'35"E
L3	118.75	N87°38'28"E
L4	74.82	N85°05'07"E
L5	74.82	N82°05'34"E
L6	74.82	N81°08'02"E
L7	74.82	N79°02'28"E
L8	68.42	N77°19'47"E
L9	115.00	N13°13'44"W

**LINE TABLE**

Line #	Length	Direction
L10	66.69	S01°42'33"W
L11	123.31	N88°17'27"W
L12	135.49	S01°42'33"W
L13	90.01	S03°15'20"W
L14	111.87	S08°23'16"E
L15	60.73	S12°15'54"E
L16	158.82	S01°05'08"W
L17	55.42	S13°13'44"E
L18	74.33	N85°23'48"E

**LINE TABLE**

Line #	Length	Direction
L19	74.33	N85°23'48"E
L20	60.31	N82°46'31"E
L21	26.28	N83°49'20"W
L22	130.00	S10°45'15"E
L23	81.22	S22°12'20"E
L24	78.92	N04°11'15"E
L25	60.00	N85°46'45"W
L26	73.34	N04°11'15"E

**Curve Table**

Curve #	Length	Radius	Delta	Chord	Direction
C1	102.81	4970.00	00°11'07"	102.80	S00°17'52"W
C2	22.94	5030.00	00°15'41"	22.94	N08°45'31"E
C3	38.27	95.00	09°00'00"	35.36	S31°46'19"W
C4	400.42	970.00	023°39'05"	397.58	S89°35'49"W
C5	38.41	25.00	95°28'16"	33.27	N13°13'30"W
C6	68.75	481.50	09°10'50"	68.69	N07°57'02"E
C7	185.74	1030.00	01°19'38"	185.49	S05°52'30"W
C8	31.42	20.00	99°03'00"	28.28	N46°43'31"E
C9	10.34	1030.00	00°35'14"	10.30	N10°24'37"W
C10	37.87	25.00	08°00'42"	34.42	S51°05'51"E
C11	53.39	533.00	00°18'44"	53.39	S88°33'10"W
C12	20.64	470.00	02°30'58"	20.64	N86°39'17"W
C13	31.14	470.00	03°47'46"	31.13	S89°48'40"W
C14	137.75	1355.00	00°49'28"	137.68	N03°53'12"E
C15	37.97	25.00	09°00'43"	34.42	S41°52'27"W
C16	128.03	970.00	00°25'40"	125.94	S02°12'20"W
C17	204.88	800.00	01°49'51"	204.42	S88°58'01"W
C18	151.77	1840.00	00°43'33"	151.72	S78°00'03"W
C19	107.55	2480.00	00°22'28"	107.54	S78°00'03"W
C20	546.08	2820.00	01°05'42"	543.23	S89°51'49"W
C21	37.34	170.00	07°23'50"	37.26	N02°06'17"W

**LEGEND**

- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 1482
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 1482
- FOUND 1/2" REBAR WITH PLASTIC CAP MARKED PLS 1482
- FOUND 5/8" X 30" REBAR WITH PLASTIC CAP MARKED INC PLS 5367
- FOUND 5/8" X 30" REBAR WITH PLASTIC CAP MARKED INC PLS 5367

**NOTE**

THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL EVIDENCE OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREBY.

**REFERENCES**

R-1 THE LANDINGS AT WATERFORD FOURTH ADDITION BY DAVID SCHUMANN, PLS 4182, FILED IN BOOK J OF PLATS AT PAGES 343, 343A-C, RECORDS OF KOOTENAI COUNTY.

R-2 THE LANDINGS AT WATERFORD SECOND ADDITION BY DAVID SCHUMANN, PLS 4182, FILED IN BOOK J OF PLATS AT PAGES 220, 220A-C, RECORDS OF KOOTENAI COUNTY.

R-3 THE LANDINGS AT WATERFORD FIFTH ADDITION BY CHAD J. JOHNSON, PLS 9367, FILED IN BOOK K OF PLATS AT PAGES 215, 215A-D, RECORDS OF KOOTENAI COUNTY.

**BASIS OF BEARING**

BASIS OF BEARING FOR THIS SURVEY IS N01°22'02"E ALONG THE EAST LINE OF THE NORTHWEST QUARTER CORNER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO. COORDINATE SYSTEM, WEST ZONE USING NAD83 COORDINATES. THE CONVERGENCE ANGLE AT THE NORTH QUARTER CORNER OF SECTION 28 IS -0°04'25.12424".

**BOOK PAGE**

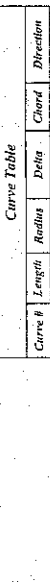
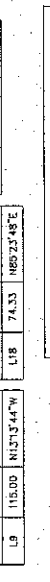
INST. #

**THE LANDINGS AT WATERFORD SIXTH ADDITION**

CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: SBA DATE: 10/12/2011 PWS: NHE028/SBY/FR/L1/-FR/L1.LONG

CHECKED BY: C-33 SCALE: 1" = 200' PROJ. # 11-033 SHEET 1 OF 4



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# ANNOUNCEMENTS

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

October 24, 2011  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Mike Kennedy, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Iris Seigler, (Item 1)  
Susie Freligh (Item 1)  
Eric Keil, IDOC (Item 4)  
Todd Butler (Item 4)  
Pat Pace (Item 4)  
Daniel Howell (Item 4)

**STAFF PRESENT**

Kathy Lewis, Deputy City Clerk  
Troy Tymesen, Finance Director  
Renata McLeod, Project Coordinator  
Wendy Gabriel, City Administrator  
Jon Ingalls, Deputy City Administrator  
Brian Halvorson, Fire Inspector  
Juanita Knight, Senior Legal Assistant

**Item 1. Council Bill No. 11-1016 / Amendment to Childcare Regulations.**  
**(Agenda Item)**

On behalf of the Childcare Commission, Kathy Lewis is requesting changes to the childcare facility regulations to create consistent definitions and further expand ratio formulas incorporating a point system to comply with the new Idaho State Statues for childcare facilities. Mrs. Lewis said the City's point system will meet state regulations and in some cases are stricter since some facilities in the city are not large enough to have the number of children allowed by the state.

Councilman Edinger asked if childcare providers were given a chance to have input on these changes. Mrs. Lewis said they had two meetings in which providers were notified and some attended.

Local childcare provider and Childcare Commission Member, Susie Freligh, explained the State regulations for staff to infant ratio is 1to 6 infants or 12 points. The Childcare Commission is recommending an infant ratio of 1 to 4 infants. This recommendation is based on the safety of the children. The Commission also raised what is considered an infant to 14 months old rather than 12 months.

Councilman Bruning asked if a parent chooses not to immunize their child and file an exemption, are the other parents notified that those children have not been immunized.

Iris Siegler, Chairman of the Childcare Commission, responded that the State has an exemption form for anyone who does not want immunizations. If an outbreak would occur, the child who has had no immunization will have to stay home until the outbreak has totally subsided. The childcare provider should notify those parents that have the exemption. Providers are not required to notify the parents that a child has an exemption on file.

**MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt CB 11-1016 amending the Childcare Licensing regulations as recommended by the Child Care Commission.**

**Item 2. Annual Audit Agreement / Fiscal Year ending September 30, 2011.**  
**(Consent Resolution No. 11-037)**

Troy Tymesen, Finance Director, is requesting approval to enter into the annual engagement agreement with Magnuson, McHugh & Company, PA, local accounting firm, to conduct the 2010-2011 Fiscal Year audit. Mr.

Tymesen explained that the City is required to have an annual audit to comply with the state statutes and the National Recognized Municipal Securities Information Repositories (NRMSIRs). The City solicited quotes for audit services from two other qualified municipal audit firms. One quote was received from a firm in Boise, and one was received from a firm in Spokane. Both of these quotes were over 22% higher than the proposal from Magnuson, McHugh. The financial plan for the City includes a budgeted amount of \$28,700 to cover the cost of the annual audit. This cost includes a Single Audit to be completed by Magnuson McHugh for grant reporting purposes as required by the U.S. Office of Management and Budget (OMB) Circular A-133. Mr. Tymesen added that Magnuson, McHugh has provided a quality audit for the City and its bond holders in the past and it is being done at a reasonable cost compared to other firms.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 11-037 approving an Annual Engagement Agreement with the Magnuson, McHugh & Company, PA accounting firm to conduct the 2010-2011 Fiscal Year audit.**

**Item 3. Internal Policy / Community Development Block Grant Work Product.  
(Consent Resolution No. 11-037)**

Renata McLeod, Project Coordinator, is requesting Council approve a policy regarding CDBG funding work product. Ms. McLeod explained that the City became a HUD CDBG entitlement community beginning in 2008. Funding has fluctuated between \$280,000 and \$340,000 over four years. Throughout each funding cycle, different types of projects have been assisted through the use of CDBG funding. Some projects are quickly funded, spent, and accomplishment data is collected, while other projects will be spread over several years. Throughout the first three years, City staff and PAC contractors have learned many HUD policies and how to best utilize work documents efficiently and effectively. Some work product requires signatures from City officials such as the annual certifications; however, other documents such as environmental reviews require only a city signature. The policy outlines those documents and their function and list who should sign those documents. In an effort to keep projects moving timely and within the framework of work product, several are recommended to be signed by staff. The internal policy will provide detailed information for the future of CDBG funding. Ms. McLeod noted that the Legal Department has reviewed the policy and agrees the documents outlined can be determined work product and do not require City Council action and/or signatures to be enacted.

**MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 11-037 approving the Policy regarding CDBG funding work product.**

**Item 4. Memorandum of Understanding / Department of Corrections (Discussion).  
(Agenda Item on November 15<sup>th</sup>)**

Wendy Gabriel, City Administrator, explained that two weeks ago Mike Gridley, City Attorney presented to the Committee issues regarding the transitional home at 306 S. 17<sup>th</sup> Street. At that meeting the committee directed Legal to draft an MOU with IDOC and research other laws and regulations that other cities are using that might help solve some of the issues we are having here. Talking points that Mr. Gridley and IDOC have discussed for the Memorandum of Understanding (MOU) are as follows:

7 Key conditions to be included in the MOU:

1. All criminal transitions homes that house 2 or more DOC funded offenders must register with the city.
2. To be on the IDOC approved list for transitional housing, facility must comply with all city zoning, fire, and building codes. City will conduct a building inspection before the house is on the approved list.



3. Registration must list owners name and address with a 24 hour contact phone number. This would give neighbors a contact person to report any issues to.
4. Facility must agree to annual health and safety inspection by the City.
5. Placement of registered sex offenders must comply with state laws.
6. All facility must have house rules regulating the conduct of all residents and guests.
7. Outside appearance of facility must not detract from the general appearance of the neighborhood.
8. Notification process (added per Councilman Edinger request)

Eric Keihl, Department of Corrections, confirmed that the 7 key conditions, as read by Mrs. Gabriel, reflects accurately what the IDOC has agreed upon to this point.

Councilman Kennedy inquired how will the City maintain the information to keep track of the homes in a way that the citizens will have access to the information. Mrs. Gabriel thinks the city will keep this part of the program in the city clerk's office. They keep track of all the annual renewals and it would make sense to have this in their system. Another possibility would be having a link on the City's website that would list where, within the city limits, the transitional homes are.

Mr. Kiehl discussed the topic in which the neighbors are requesting to be notified who the residents are, specifically, and when a resident(s) changes. Mr. Kiehl said that he spoke with his legal department as well as the Attorney General and they feel it is important that they don't list the information of the particular residents and that this is for the safety and security of the resident. There are laws that govern the sex offender registry and you'll see those on the ISP website. There is a warning that says you are not allowed to use the information obtained by the site to harass or otherwise cause problems to the individuals. He does not believe the City would have sufficient legal coverage to be able to list the residents of the facilities without using this same warning on their website. Therefore, he believes this information should not be distributed to the public.

Councilman Edinger asked about the notification process for those citizens that don't use computers. Is there a way they can be notified when one of these homes are in their neighborhood.

Mr. Kiehl said this is not currently in the MOU but believes it could be worked into the registration process. Councilman Edinger said he believes this is important and would like to see that added to the MOU.

Councilman Bruning asked what are the teeth to the MOU if any of the conditions are violated. Mrs. Gabriel said it is not currently written out in the MOU but they would contact the DOC of the concern and give them a certain amount of time to remedy the situation. If not done, the home could be asked to be taken off the list. Mr. Kiehl said he would agree with that condition.

Mrs. Gabriel added that the Legal Department is still working on a City Ordinance that would address rules and regulations between the City and homeowners wishing to use their homes as transitional housing. This will come before the GS Committee at a later date.

#### Citizen Comments:

Todd Butler, 401 S. 18<sup>th</sup> Street, understands that it can be written into the city's zoning code that the definition of 2 or more residents would trigger a Conditional Use Permit. The Conditional Use Permit process would trigger the 300 foot notification process.

Pat Pace, 321 S. 17<sup>th</sup> Street, asked if these regulations would apply to existing homes. Mrs. Gabriel responded, yes. He also believes the notification process should be the home owners responsibility.

Daniel Howell, 316 S. 17<sup>th</sup> Street, asked for clarification of the public hearing process. She voiced her concern with the home in close proximity of Sorenson Elementary and hopes the city will address this. Ms. Howell believes there should also be an annual review of the demographics of the neighborhoods where these homes are as neighborhoods change, i.e. more children, daycare facility opens, etc.

**MOTION: by Councilman Edinger, seconded by Councilman Bruning, to direct staff to finalize the Memorandum of Understanding with the Idaho Department of Corrections and bring forward for approval at the November 15<sup>th</sup> City Council meeting.**

The meeting adjourned at 12:47 p.m.

Respectfully submitted,

*Juanita Knight*

Recording Secretary

GENERAL SERVICES COMMITTEE  
STAFF REPORT

**Date:** October 24, 2011  
**To:** City Council and General Service Committee  
**From:** Kathy Lewis, Deputy City Clerk  
**Re:** Childcare Licensing changes to adhere to new state statutes

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**Decision:** Should the City Council approve changes to the Childcare Licensing Ordinance to create consistent definitions and further expand ratio formulas incorporating a point system to comply with new Idaho State Statutes for childcare facilities.

**History:** The City of Coeur d'Alene has had its own childcare licensing regulations. The State of Idaho has adopted its own statutes and the definitions regarding family childcare, and center childcare differ from the language in the City's ordinance. The City and the licensees overlap with several other state agencies including Panhandle Health, who does our City childcare health inspections as well as inspections for the rest of North Idaho, the Food Program, who also encompasses all of North Idaho, and the ICCP (state childcare reimbursement program) so the variance in definitions sometimes creates confusion on compliance and also payment. The Childcare Commission has reviewed the definitions and is now recommending that the City Code reflect the same definitions as the State as to group size and type of facility. The Cities who previously had their own ordinances were exempt from the State statutes except in the health and safety areas which includes ratios and immunizations. The newly enacted statutes have incorporated a new point system to determine the number of providers required per the number of children. The City previously used a ratio that did not include points and had a blanket mixed age group ratio. The City must be as stringent as the State and the new format will allow the points to be used in a mixed age group but still maintain a maximum of nine children or less in most residential homes. In separated e group class situations, the ratio would still be determined by the lesser of the staff to child ratio or points. There are housekeeping changes regarding reasons for denial, some additional swimming pool requirements, and incorporating Panhandle Health into the inspections as they perform the health inspections as required by City ordinance.

**Financial Analysis :** This will affect Childcare renewals for this year and some providers may need to adjust their enrollments, as the baby ratio has been decreased from one provider to six babies to one provider to four babies, which may create some cost adjustment from the provider to parents with infants. There is a cost to the City for publishing the ordinance.

**Performance Analysis:** This would become effective with this year's licensing renewals. Current licenses all expire December 31.

**Decision point/ Recommendation:** Recommends that the City Council adopt Council Bill No. 11-1016 amending the Childcare Licensing regulations as recommended by the Childcare Commission

## RATIO CALCULATOR FOR CITY OF COEUR D'ALENE

Max per provider

1. BABIES (00-14 months) Your count _____ x 2 = _____ points .....	1-4 ratio
2. WADDLERS ( 14-24 months) Your count _____ x 1.5 = _____ points .....	1-6 ratio
3. TODDLERS (25 -36 months) Your count _____ x 1 = _____ points .....	1-8 ratio
4. PRESCHOOL (3-4 years) Your count _____ x 1 = _____ points .....	1-10 ratio
5. PRE- K (4-5 years) Your count _____ x 1 = _____ points .....	1-12 ratio
6. SCHOOL AGE (5 & OLDER) Your count _____ x ½ = _____ points .....	1-15 ratio

Ratios must **the lesser of** the ratios on right or in mixed age groups maximum of 12 points total  
 May not exceed the maximum number on license based on your square footage even if total points are less than 12 points

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 11-1016

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 5.68.020 TO AMEND DEFINITIONS; SECTION 5.68.030 TO FURTHER DEFINE LICENSE TYPES AND REQUIREMENTS; SECTION 5.68.060 TO FURTHER CLARIFY LICENSE DENIAL CONDITIONS; SECTION 5.68.120 REGARDING IMMUNIZATION REQUIREMENTS; SECTION 5.68.130 AMENDING THE STAFF-CHILD RATIOS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the Childcare Commission, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 5.68.020, is hereby amended to read as follows:*

**5.68.020: DEFINITIONS:**

For the purposes of this chapter, the following terms, phrases, words and derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "he" refers to all genders.

APPLICANT: A person or entity that submits to the city clerk an application for a license or the renewal of a license to conduct, operate or maintain a childcare facility under this chapter.

ATHLETIC CLUB: Locations providing physical fitness equipment, gymnasium, and other exercise equipment, classes, and programs for physical ~~well-being~~well-being. This includes any organization whose activity is substantially the same.

CARE: Control, supervision, maintenance of a child or children for any part of a 24 hour day.

CENTER, CHILDCARE: A facility that cares for thirteen (13) or more children or a location providing care other than a principal residence.

CHILDCARE FACILITY: Any place, building, or part of a building where care for children is performed for compensation whether such business calls itself a minischool, kindergarten, nursery, preschool, learning center, or any other business whose activity is substantially the same as a childcare operation.

~~FAMILY CHILDCARE: A facility that cares for no more than nine (9) children in a primary residence without a special use permit or no more than twelve (12) children with a special use permit.~~

CHILD/STAFF RATIO: The maximum number of children allowed under the direct care of one staff person who must be a licensed provider.

OWNER/OPERATOR: The person (s) who owns the facility or the person who is delegated the responsibility for management of a childcare facility by the owner such as a director etc.

PARENT/VOLUNTEER: Person on premises providing assistance in the classroom or volunteering to provide a service to the children on a regular basis.

PREMISES: A building or part of a building where any childcare is provided including parking areas.

PROVIDER: A person employed by an owner/operator or volunteering to provide care and who is licensed to be left alone with children.

SUBSTITUTE CARE PROVIDER: An individual or volunteer who provides care at a facility in the absence of the operator.

~~SUPERVISED~~-VOLUNTEER: An individual who is a guest, student, special instructor or assistant etc. at a childcare facility on a ~~an~~ regular basis for a prearranged event, or to visit a child and who is continually under the supervision of a licensee and does not count in the staff/child ratio.

**SECTION 2.** *That Coeur d'Alene Municipal Code Section 5.68.030, is hereby amended to read as follows:*

**5.68.030: LICENSE TYPES AND REQUIREMENTS:**

After January 1, 1984, no person, partnership, corporation or association shall maintain, operate or permit to be operated within the city any "childcare facility", as defined in this chapter, without first having obtained a license from the city, and no "operator", as defined in this chapter, shall allow or permit the use of a childcare facility unless a proper license for such operation shall have been so obtained. No operator shall permit any person who may have unsupervised contact with children to remain on the premises of a childcare facility unless they obtain and carry a current license issued by the city of Coeur d'Alene. Types of licenses are as follows:

- A. On Site Nonprovider: This license is required for any person twelve (12) years of age or older residing with an operator, a person who is employed by a childcare facility, a person eighteen (18) years of age or older who resides at a childcare facility, or any person who is regularly on the premises at a childcare facility, or anyone who may reasonably be expected to have unsupervised contact with children, but does not provide direct care, such as janitorial, lunchroom staff, pastors, immediate family members of operator, children over eighteen (18), friends who are regularly on the premises, etc. The nonprovider must complete a criminal history background check. The nonprovider may not perform any direct care of children. The license expires December 31 annually.
- B. Facility License; Childcare Facility: This license is required for any place, building, or part of a building where childcare is performed by taking in two (2) or more children, to care for or attend to for any part of a twenty four (24) hour day. This license includes any organization, institution, school, home, foster home, place or facility, whether such business calls itself a minischool, kindergarten, nursery, preschool,

learning center or any other business, whose activity is substantially the same as a childcare operation.  
~~This license is not required for:~~

1. Types of Facility Licenses are:

a. Childcare Center: A place providing child care where 13 or more children are in attendance at any given time, at other than a principal residence.

b. Group Childcare Center: A place providing child care when no more than 12 children will ever be in attendance at any given time, at other than a principal residence.

c. Family Child Home: A place located at a principal residence proving care where no more than six children are in attendance at any one time.

d. Group Childcare Home: A place located at a principal residence providing care where 7 to 9 children are in attendance at any one time.

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2. A Facility License is not required for:

1a. Any state operated institution, school or facility operated by or under the jurisdiction of the state, any agency or political subdivision of the state, or by any other public body or public entity;

2b. Any childcare service which receives no compensation or trade of services for its services;

3c. The operation of day camps, and programs for less than twelve (12) weeks during a calendar year or not more often than once a week;

4d. The occasional care of a neighbor's, relation's, or friend's child or children by a person not ordinarily in the business of childcare; or

5e. The provision of care for children of only one immediate household in addition to the person's own children.

C. Operator License: This license is required for any proprietor, lessee, manager, director, owner, entity, or person in charge of any childcare facility or business providing for the temporary care of children. The operator must have a criminal history background check completed, with results returned and meet eligibility requirements. A temporary permit is not available. Within ~~one hundred twenty (120)~~three hundred sixty five (365) days, licensees shall attend and complete a four (4) hour (clock hours) introduction to childcare workshop which addresses the following areas: child development, health and safety, child guidance, and business practices. The applicant must submit evidence of completion of test showing applicant is free of tuberculosis. Applicant must submit evidence of current child/infant CPR and first aid cards valid through licensing period. New applicants must submit at least five (5) references of reputable citizens from such community wherein the applicant has resided for the longest period within the last ten (10) years, and include the written recommendation of at least two (2) citizens of Coeur d'Alene regarding the applicant's moral character. For license renewal, applicant must submit proof of eight (8) hours of approved continuing education in child development areas relating to childcare, with no more than four (4) hours completed in online courses.

- D. Provider License: This license is required for any person working or volunteering at a childcare facility who provides care for children at any point in time. Person may be issued a temporary permit while criminal history results are in process, but must be supervised at all times by a licensed provider, until the provider license is issued. Temporary license must be surrendered to receive permanent license. To obtain the license, the applicant must submit evidence of current infant/child CPR training, and infant/child first aid training valid through current licensing period. New hires must complete the criminal history background check within three (3) days of hire, and complete training within ninety (90) days of hire. A new applicant must submit evidence that applicant is free from tuberculosis. For annual renewal of license, all applicants for an operator or provider license must provide proof of eight (8) hours of approved continuing education, with no more than four (4) hours being completed in approved online training courses.
- E. Athletic Facility License: This license is required and issued to the owner of any facility where the premises are used for athletic purposes and childcare is provided for compensation, either by membership or direct fee. The owners or operators must obtain a criminal history background check. In order to qualify for the athletic facility license, the facility must not provide care for a child for more than two (2) hours per day and the parent or guardian must remain on the premises while care is being provided. Otherwise, full childcare licensing is required. The facility must have an emergency responder available at all times.
- F. Athletic Childcare Provider: This license is issued to any person providing direct care of children that may be unsupervised in an athletic facility. This requires a criminal history background check meeting the same criteria as all childcare providers; and a tuberculosis test. The minimum age for a provider is eighteen (18).
- G. Athletic Childcare Owner/Operator: This license is issued to the person primarily in charge of the day to day operation of the childcare portion of the athletic facility. This license requires evidence of criminal history background check, infant/child CPR training, infant/child first aid training, and a tuberculosis test. The minimum age is eighteen (18).
- H. Parent/Volunteer License: This license is required for all parents or other volunteers who provide assistance in the classroom or volunteer to provide a service to the children in any type of childcare facility on a regular basis. This license requires a criminal history background check and a tuberculosis test. In order to assure that an emergency responder is present, the parent/volunteer may not be left unsupervised.
- I. Facility License Requirements: In order to obtain a facility license which expires December 31 annually:
1. Operator must hold a current childcare [owner/operator's license](#).
  2. Facility must have an approved health inspection [during the past 365 days](#).
  3. Facility must have an approved fire inspection, [conducted by the City of Coeur d'Alene Fire Department, within the past 365 days](#).
  4. As of June 1, 1999, all new applicants for a facility license must have a safe, fenced, outdoor play area with no ~~jagged~~ [jagged](#) or sharp edges. Fence must be built of suitable material to contain the ages of



children being cared for. The outdoor fenced area must meet a minimum of seventy five (75) square feet per child. Exception: Those facilities where care is intended to be two (2) hours or less, and the parent is on site as in health clubs, grocery stores, etc.

5. ~~Safety requirements for c~~Childcare facilities with swimming pools, wading pools, or hot tubs (~~inground~~in ground or above ground) containing twenty four inches (24") or more of water, must comply with title 8, chapter 8.20 of this code. In addition the childcare facility must comply with the following:

- a. The water shall be clean and treated to comply with health department recommendations. In addition, ~~the~~ wading pools shall be emptied at the end of each day and remain empty unless the wading pool is in active use.
- b. A person holding a water safety certificate through the American Red Cross shall be present at all times when a swimming pool is in use. Lifesaving equipment must be near the pool premises.
- c. When any of the above are available to children, continuous adult supervision is required.
- d. The care provider shall have on file written, signed permission from each child's parent/guardian to allow participation in a swimming pool, wading pool or hot tub.

e. The area surrounding the pool or hot tub must be fenced and locked in a manner that prevents access by children as follows:

- i. There may be no vertical openings in the fencing more than four (4) inches wide and the fence must have a self-closing gate, with a self-latching mechanism, and otherwise be designed so that a young child cannot climb or squeeze under or through the fence.
- ii. If the house forms one side of the barrier for the pool or hot tub area, all doors that provide direct access to the pool or hot tub area must have alarms that produce an audible sound when the door is opened.
- iii. Furniture or other large objects must not be left near the fence in a manner that would enable a child to climb on the furniture or other large object and gain access to the pool.

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**SECTION 3.** *That Coeur d'Alene Municipal Code Section 5.68.060, is hereby amended to read as follows:*

**5.68.060: LICENSE; DENIAL CONDITIONS:**

No childcare ~~facility~~ license shall be issued:

- A. Where the individual operator, managing agent of a corporation, active partner(s), care provider, or any other person required to have a criminal history check under the provisions of this chapter or Idaho Code section 39-1105 have been found guilty of or received a withheld judgment for any offense involving: neglect or any physical injury to or other abuse of a child, felony domestic violence conviction,

aggravated assault, or aggravated battery conviction, including the following offenses or a similar provision in another jurisdiction: attempted strangulation, Idaho Code Section 18-923;injuring a child, Idaho Code section 18-1501; sexual abuse of a child under sixteen (16) years of age, Idaho Code section 18-1506; ritualized abuse of a child under eighteen (18) years of age, Idaho Code section 18-1506A; sexual exploitation of a child, Idaho Code section 18-1507 or 18-1507A; lewd conduct with a child under the age of sixteen (16) years, Idaho Code section 18-1508; enticing of children, Idaho Code Section 18-1509 or 18-1509a; sale or barter of a child for adoption or other purposes, Idaho Code section 18-1511; murder, Idaho Code section 18-4001 or 18-4003; voluntary manslaughter, Idaho Code section 18-4006; ~~poisoning~~poisoning, Idaho Code Section 18-4014 or 18-5501; assault with intent to murder, Idaho Code section 18-4015; indecent exposure, Idaho Code Section 18-4116; abuse, neglect, or exploitation of a vulnerable adult, Idaho Code Section 18-1505; kidnapping, Idaho Code Section 18.4501-through 18.4503; Mayhem, Idaho Code Section 18-5001; inducing individuals under eighteen years of age into prostitution, Idaho Code Section 18-5609; Inducing persons under eighteen years of age to patronize a prostitute, Idaho Code Section 18-5611; rape, Idaho Code section 18-6101 or 18-6108; robbery: Idaho Code Section 18-6501; incest, Idaho Code section 18-6602; crimes against nature Idaho Code Section 18-6605; forcible sexual penetration by use of a foreign object, Idaho Code section 18-6608; Video voyeurism, Idaho Code Section 18-6609; Stalking in the first degree, Idaho Code Section 18-7905; any felony punishable by death or life imprisonment—found guilty of or received a withheld judgment for a crime involving a controlled substance, a crime

B. Any person who has pleaded guilty to, or has been found guilty of, any of the following offenses or an offense which may be similarly defined in another jurisdiction shall be denied a childcare license for a period of five years from the date of the conviction.

1. Forgery of a financial transaction card, Idaho code Section 18-3123
2. Fraudulent use of a financial transaction card or number, Idaho Code Section 18-3124
3. Forgery or counterfeiting, Idaho Code , Chapter 36, title 18
4. Misappropriation of personal identifying information—information, Idaho Code Section 18-3126
5. Insurance fraud, Idaho Code, Section 41-293
6. Damage to or destruction of insured property Idaho Code section 41-294
7. Public assistance fraud Idaho Code Section 56-227
8. Provider fraud, Idaho Code section 56-227 a
9. Attempt, Idaho Code section 18-306
10. Conspiracy, Idaho Code section 18-1701
11. Accessory after the fact, Idaho Code section 18-205
12. Misdemeanor injury to a child Idaho Code Section 18-1501 (2)

C. Where the individual operator, managing agent of a corporation, active partner(s), or any other person required to have a criminal history check under the provisions of this chapter or Idaho Code section 39-1105 have been found guilty of or received a withheld judgment for any offense involving misdemeanor domestic violence charge within the last five (5) years, or an amended charge from felony or misdemeanor

domestic violence arrest within the last five (5) years.

- D. For any premises, unless the requirements of Idaho Code sections 39-1105, 39-1109, and 39-1110 and pertinent provisions of the city zoning ordinances and this chapter, as far as can be determined, are being complied with.
- E. If any false statement is made in any part of said application or criminal history check request form, or in any renewal application or subsequent report.

**SECTION 4.** *That Coeur d'Alene Municipal Code Section 5.68.120, is hereby amended to read as follows:*

**5.68.120: HEALTH; IMMUNIZATION; DOCUMENTATION:**

- A. Each staff member must certify that they are in good health and that they have received required immunization against communicable disease. ~~and file such certificates with the city clerk's office.~~
- B. Within fourteen days of a child's initial attendance at any licensed childcare facility, the parent or guardian shall provide a certificate signed by a physician or representative of a health department that the child has received or is in the process of receiving required immunizations as specified by the State of Idaho Health Department or by physician documentation evidencing immunity through prior contraction of the disease.
- C. Any minor child will be exempt from the immunization requirement whose parent or guardian has submitted to the owner/operator of a licensed daycare facility a certificate signed by a licensed physician stating that the physical condition of the child is such that all or any of the required immunizations would endanger the life or health of the child.
- D. Any minor child will be exempt from the immunization requirement whose parent or guardian has submitted a signed statement to the owner/operator of the facility stating their objections on religious or other grounds.
- B.E. Every licensee shall keep and maintain such records as required by the city. Such records ~~and licenses~~ must be ~~available for~~ available for inspection by the ~~P~~olice ~~D~~epartment and other city departments, ~~and Panhandle Health.~~ Panhandle Health. ~~The facility license must be posted in a conspicuous place.~~ If any question as to identity of holder, licensee must provide state issued driver's license, state or military issued identification card, passport, or resident alien green card pictured identification.

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**SECTION 5.** *That Coeur d'Alene Municipal Code Section 5.68.130, is hereby amended to read as follows:*

**5.68.130: OPERATION REGULATIONS:**

- A. Every licensee shall, at all times during business hours, open each and every portion of the licensed premises for inspection by the police department and other city departments. Panhandle Health. ~~-~~or other agents directed by the city for the purpose of enforcing any provisions of this chapter.
- B. Every licensee shall, at all times, have available on the premises the license granted hereunder. Every licensee shall maintain on the licensed premises, in an appropriate location, a fire extinguisher(s), smoke detector(s), telephone with emergency numbers listed thereon, and a fire exit plan as required by the fire

department.

- C. A member of the staff must be within sight or hearing of the children at all times, and must be close enough to be able to assist a child in an emergency, with no closed doors separating children from the provider.
- D. Only staff who are primarily engaged in caring for the children, and have a full provider license. are to be counted in the staff-child ratio.
- ~~E. None of the children, age six (6) or older, related by marriage or consanguinity to the operator shall be considered as a child under the staff-child ratio or in the definition of "childcare facility".~~
- E. Any children being provided care in the childcare area will be counted in child/staff ratios whether children of the provider or not.
- F. Staff-child ratios by age groups: No facility may exceed 12 points as calculated in Table A below. However, if the licensed facility provides care to only one listed age group or separates children by age, then the maximum child to provider ratio is determined by Table B below. Additionally, the maximum number of children at a facility may also be limited by the square foot per child limit contained in Section 5.68.030(I)(4) or the city's adopted zoning, building or fire codes

Table A:

BABIES 0-14 months	Your Count ____ x 2 points	=
WADDLERS 14-24 months	Your Count ____ x 1.5 points	=
TODDLERS 25-36 months	Your Count ____ x 1 point	=
PRE-SCHOOL 3-4 years	Your Count ____ x 1 point	=
PRE-K 4-5 years	Your Count ____ x 1 point	=
SCHOOL AGE 5 and older	Your count ____ x ½ point	=
	TOTAL POINTS (MAY NOT EXCEED 12)	

Table B:

BABIES	0-14 months	1-4 ratio
WADDLERS	14-24 months	1-6 ratio
TODDLERS	24-36 months	1-8 ratio
PRE-SCHOOL	3-4 years of age	1-10 ratio
PRE-K	4-5 years of age	1-12 ratio
SCHOOL AGE	5 years and older	1-15 ratio

Number Of Staff Require d	Number Of Children Allowed		
	<del>0-24</del> Months	<del>2-3</del> Years	<del>4 Years</del> Or Older
1	<del>2-6</del>	<del>7-10</del>	<del>7-12</del>
2	<del>7-12</del>	<del>11-20</del>	<del>13-24</del>
3	<del>13-18</del>	<del>21-30</del>	<del>25-36</del>

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G. ~~In mixed age groups, the overall staff child ratio must be one adult for every nine (9) children.~~ H. New hires are to complete the infant/child first aid and infant/child CPR within ninety (90) days of hire.

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

**SECTION 7.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 8.** 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, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 9.** 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.

APPROVED, ADOPTED and SIGNED this 1<sup>st</sup> day of November, 2011.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Municipal Code Chapter 5.68 entitled Childcare Facilities

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 5.68.020 TO AMEND DEFINITIONS; SECTION 5.68.030 TO FURTHER DEFINE LICENSE TYPES AND REQUIREMENTS; SECTION 5.68.060 TO FURTHER CLARIFY LICENSE DENIAL CONDITIONS; SECTION 5.68.120 REGARDING IMMUNIZATION REQUIREMENTS; SECTION 5.68.130 AMENDING THE STAFF-CHILD RATIOS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. 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.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Municipal Code Chapter 5.68 entitled Childcare Facilities, 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 1<sup>st</sup> day of November, 2011.

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Warren J. Wilson, Chief Deputy City Attorney



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**October 24, 2011  
PUBLIC WORKS COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Woody McEvers  
Council Member Al Hassell

**STAFF PRESENT**

Amy Ferguson, Executive Assistant  
Tim Martin, Street Superintendent  
Troy Tymesen, Finance Director  
Jon Ingalls, Deputy City Administrator

**GUESTS**

Steve Roberge, Waste Management, Item #2

**Item 1            2011-2012 Snow Plan  
Consent Calendar**

Tim Martin, Street Superintendent, presented a request for Council approval of the 2011-2012 Snow Plan. Mr. Martin explained in his staff report that the Snow Plan is an annual “housekeeping” action that requires between 5 to 10 hours of staff time and printing costs of approximately \$30.00. Citizens and staff mutually benefit from a clear understanding of the city snow removal policies and responsibilities. The Council’s snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles, and made available on the city website. It is the city’s primary means of educating the public on city snow removal policies.

Mr. Martin said that the “state of the art” snow gates have helped reduce the city-wide plow time by 30-35% over the years. In addition, this year they have reduced the number of sledding hills from four to two. The changes proposed for the 2011-2012 Snow Plan include adding new and/or extended streets, new subdivisions, and cul-de-sacs. In addition, snow will not be plowed from alleys; however, some occasional spot sanding and/or plowing may be done by the Street Maintenance Department if it can be done safely with the goal of precluding curtailment of alley trash service. The citywide plowing completion target will again be 37 hours. He further noted that a little over 2.3 miles of extended roads have been added to the Snow Plan this year.

Councilman McEvers asked about the location of the sledding hills. Mr. Martin said that the hills are located on Boyd Avenue from 9<sup>th</sup> to 10<sup>th</sup> Street, and on Lost Avenue from 12<sup>th</sup> to 15<sup>th</sup> Street. Councilman Hassell also noted that Cherry Hill is a great hill for sledding and is a lot safer than using the streets. He commended the Street Department for the good job that they do.

**MOTION by McEvers, seconded by Hassell, to recommend Council approval of the 2011-2012 Snow Plan. Motion carried.**

**Item 2            Plan for Ceasing Service in Alleys (Verbal Report)  
For Information Only**

Steve Roberge, District Manager of Waste Management of Idaho, said that three out of the last four years they have had some pretty bad winter weather and have had to cease garbage pickup in the alleys. As a result, he met with city staff regarding the possibility of cease service in the alleys during the winter months and staff asked that they not automatically exit the alleys in order to avoid disrupting customer service.

Mr. Roberge noted that he met with Deputy City Administrator Jon Ingalls and Street Superintendent Tim Martin to discuss ways that the city can assist with helping Waste Management to stay in the alleys easier. The Street Department will sand some of the hills in the alleys and will also clear out areas that are blocked by snow falling from roofs. However, the city won't be plowing the alleys. Hopefully with this assistance, they will be able to continue to provide alley service.

Mr. Roberge also said that each week he will either email or visit with Mr. Ingalls and Mr. Martin to discuss areas where they might need assistance. In addition, they discussed that there are certain sections of the city that are particularly difficult and they may look at suspending service in those alleys, rather than the entire city. If it does become necessary to suspend alley service in those areas they will, hopefully, tag the homes a week prior to the discontinuance, but they might have to tag them after the fact. They will also put articles on the television and in the newspaper, and autodial affected customers.

Mr. Roberge thanked the city's Street Department and Mr. Ingalls for their professionalism.

Councilman Hassell noted that he appreciates that Waste Management isn't going to just automatically eliminate the alleys this winter and will let the weather dictate what happens.

Mr. Roberge explained that when it becomes necessary to tag homes regarding suspending of alley service, he asks for paid volunteers to come in on the weekend. It normally takes about 60 to 90 hours to complete the tagging process. Councilman McEvers said that he appreciates Waste Management and what they do to provide good customer service.

The meeting adjourned at 4:14 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison