

**AGENDA ITEM SUMMARY**

**DATE:** 02/06/2012      **DEPARTMENT:** Admin/Legislative      **DEPT. HEAD SIGNATURE:** HD

**SUBJECT:**

Sustain Blaine requests funding for community polling device

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Attached is a presentation from Sustain Blaine in support of gaining funding from partners for community polling devices.

<u><b>FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS</b></u>		Caselle # _____
Budget Line Item # _____		YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____		Estimated Completion Date: _____
Staff Contact: _____		Phone # _____

Comments: Sustain Blaine's current contract is also attached. It identifies the purposes of the \$3000 budgeted LOT funds for Sustain Blaine.

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets            |
| <input type="checkbox"/> City Clerk         | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building           | <input type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

If the city council authorizes an additional expense to Sustain Blaine beyond the contract, Hailey would pay that expense from its operating budget for office equipment.

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
 Copies (all info.): \_\_\_\_\_  
 Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
 Copies (AIS only)

# SB PROJECT WHITE PAPER

**1. Project Name:** Community Polling Capabilities ("Project Poll")

**2. Date Submitted:** December 19, 2011

**3. Project Sponsor:** Sustain Blaine Board of Directors

**4. Project Concept/Vision:**

Community debates on critical issues like land planning, investment priorities and other complex economic issues have been constrained by limitations in the public forum methodology where the loudest voice in town hall meetings often gets the most attention. New remote polling technology developed by Turning Technologies and recently tested in the Wood River Valley offers an opportunity to collect statistical data at a wide variety of public forums which would more accurately reflect the views of the community. Sustain Blaine would purchase this technology and make it available at a nominal charge for use by all community organizations in meetings, town halls or other public events. The benefit to the community would be a new methodology of securing individual's viewpoints on issues in total confidence, and the ability to present collective opinions in an accurate, neutral and compelling fashion.

**5. Project Description:**

Sustain Blaine would purchase the Turning Technologies equipment with 200 input clickers and associated analytical software and manage rental of this technology to interested organizations. Rental would be available to all registered community organizations on a first-come first-served basis with requests submitted via the SB website. Poll question development as well as analytical support for interpreting results could be offered ala-carte as appropriate and subject to SB availability.

It is anticipated that organizations which contributed to the initial purchase of this equipment would have access to the equipment at no charge for a limited time. Other organizations desiring to use the equipment would pay an administration and usage fee of \$100 to 150 per event. As reference, rental of the equipment directly from the supplier costs between \$500 and \$2000 per event depending on number of clickers. Any clickers lost or damaged would be billed to the renting organization at replacement cost. Reservations cancelled 2 weeks in advance no charge, cancellations less than 2 weeks in advance forfeit 50% of fees due.

**6. Strategic Fit:**

The use of this equipment during the Ketchum Comp Plan and Air Service Forum demonstrated the importance of inclusive, timely and accurate polling. Creating a single source for regular access to this technology will help the community resolve complex and sensitive economic development issues on an efficient and cost-effective basis. In addition, charging a suitable rental fee for administration and to cover depreciation of this equipment, as well as for any elected support services provides SB with its first opportunity to secure sustainable income.

**7. Options Considered**

Alternative purchase and management by Blaine Co., one of the five municipalities, WREP, the Chambers or another NFP was considered but ruled out on the basis of organizational capabilities, mission fit, and/or open access. Increasing the number of clickers to 250 was also considered but ruled out as most meeting venues and events would fit within a 200 clicker limit.

**8. Preliminary Project Schedule and Milestones:**

Purchase of this equipment would be conditional on successful commitments from interested donors. Based on preliminary feedback, funding request letters would be sent to each city, the Blaine County Commissioners, and select other community funding organizations in December 2011 with a request

2/1/2012

## SB PROJECT WHITE PAPER

to provide funding by January 2012. If the contract can be let prior to YE 2011, we would get a \$1,200 credit based on prior rental fees. Terms are Net 30 so we would ideally need to have secured these incremental funding contributions in January. Delivery would be with 10 days of contract execution so the equipment would be available by mid-January.

### 9. Organization and Resources:

SB's ED would be responsible for storage and managing the distribution, return and repair/replacement of the equipment. Admin time for each usage request is estimated at 2 man-hours, and with frequency of use estimated at 1 to 2 times per month, a total of 50 man-hours for 2012 is anticipated. Additional ED time for helping design questions and interpret results would be billed on an hourly basis subject to time availability and priorities of the ED.

### 10. Financing and Funding:

The proposed economics of this project are as follows:

#### Uses:

- Purchase of clickers, receivers, software and travel bags = \$11,500
- Website reservation page development = \$250 for programming
- Periodic replacement of clickers = \$47 per year as required

#### Sources:

- Initial contributions for purchase - Five to seven "founders" at \$1,500 to \$2,000 each
- Per use rentals - Founders: no charge until initial contribution drawn down (draw down at rate of \$100 per use). Non-founders at \$100 to 150 per event (tbd).
- Per use support - mandatory consultation fee of \$150 for 1<sup>st</sup> usage. Ala carte fees of \$50 per hour for additional support on question development, response analysis or polling implementation.

Funds for this project would be included in the draft 2012 budget for Sustain Blaine and based on a standalone funding solicitation.

2/1/2012

**CONTRACT FOR SERVICES**  
**(Sustain Blaine, Inc)**

THIS CONTRACT FOR SERVICES (the "Agreement") is made and entered into this \_\_\_\_\_ day of September, 2011 by and between the CITY OF HAILEY, an Idaho municipal corporation ("City") and SUSTAIN BLAINE, INC, LLC, dba SUN VALLEY BUSINESS DEVELOPMENT CORPORATION, an Idaho nonprofit corporation ("Contractor").

**RECITALS**

WHEREAS, the City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, the Contractor is an Idaho nonprofit corporation duly organized and existing under the laws of the State of Idaho: and

WHEREAS, pursuant to Idaho Code 50-301, the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, it is deemed in the best interest of the City to acquire, by contract, certain services to be performed by the Contractor, to provide general information on economic development issues and to advise and consult with the City to promote and enhance commerce, community development and industry of the City. These activities are determined to be ordinary and necessary expenses for the economic well being of the City and its residents.

NOW, THEREFORE, on the basis of the foregoing recitals, and upon Resolution duly passed by the Hailey City Council, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of the Agreement.
  
2. The Services. The Contractor shall provide administrative and management services reasonably necessary to support the Contractor in its efforts to support the City. Without limitation the Contractor shall:
  - a. Assist in recruiting new businesses to relocate in Hailey.
  - b. Help retain and expand businesses in Hailey.
  - c. Screen, assess, develop and implement business opportunities referred to Contractor.
  - d. Conduct business retention surveys.
  - e. Create process to field business relocation leads.
  - f. Evaluate education/institute options.
  - g. Support small business and entrepreneurs.
  - h. Increase tourism throughout Blaine County
  - i. Secure project and operational funding.
  - j. Establish economic activity benchmarks.
  - k. Expand and enhance organizational capabilities.
  - l. Create EDC Website.

(Collectively the "Services", which are listed above in the order of City's priorities, and as are further described in the attached **Goals, Benchmarks, Indicators, and Performance Projections and Benefits to Hailey Summary**).

3. Consideration. City shall pay Contractor the sum of \$3,000 (THREE THOUSAND) in quarterly payments of \$750 on the twenty-sixth day of the first month of each quarter (October 26th, January 26<sup>th</sup>, April 26th, and July 26th) of Fiscal Year 2012.
4. Time of Performance. Contractor shall provide the Services in a professional and timely manner.
5. Independent Contractor. City and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of City. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its agents and employees shall not receive nor be entitled to any employment-related benefits from City including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that City offers its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor, its agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify City from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
6. Compliance with Laws/Public Records. Contractor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 et seq. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.
7. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by City pursuant to Paragraph 2 herein above shall be in writing. Notices to City and Contractor shall be addressed as follows:

CITY OF HAILEY:  
 City Clerk  
 115 South Main Street  
 Hailey, ID 83333

CONTRACTOR:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter into this Agreement in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City which may be withheld for any reason.

9. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
10. Headings. The headings in the Agreement are inserted for convenience and identification only and are in now way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
11. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
12. No Presumptions. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
13. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
14. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
15. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

**City of Hailey**

**Sustain Blaine, Inc**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

Reviewed and approved as to form and content  
exclusively for the City of Hailey

By: \_\_\_\_\_ City Attorney

## ***SustainBlaine, Inc, LLC***

### **Goals, Benchmarks, Indicators, and Performance Projections under its Contract for Services with City of Hailey FY 2011-2012.**

The vision of *SustainBlaine* is to create a thriving, diversified, year-round economy in Blaine County, as outlined in the *GoBlaine! Strategy*. *SustainBlaine's* mission is to establish a platform for the collaboration and cooperation amongst the county, cities and private stakeholders of Blaine County with a goal to promote and improve the economic and societal future through initiation, implementation and management of strategies, programs and policies that preserve and advance the region's quality of life and economic well-being.

Priority areas of focus will be business retention, business expansion, land use planning and tourism & recreation.

SB was formed as a 501(c) 6 in January 2010 as the countywide entity with the legal authority to implement the *GoBlaine! Strategy* of 2009.

In particular, funds in the amount of \$3,000 allocated by the City of Hailey to *SustainBlaine* will primarily assist in delivery of the following action plan items:

#### **1. Conduct Business Retention & Expansion Surveys**

As part of its efforts to aid in developing, retaining and expanding local companies, SB will conduct a Business Retention & Expansion Survey (BRE) as an on-going program.

Approximately 150 local businesses across a mix of sectors and geographies will be polled to assess the health of local economy, discover challenges confronting local businesses and evaluate opportunities to mitigate challenges. This information will be used to guide overall SB business retention strategies and provide discrete opportunities to develop projects, which can benefit the local business community. The program will be supported by volunteer interviewers and conducted in cooperation with the Idaho Department of Labor, Workforce Development Alliance and SIEDO.

In FY 2011-2012, *SustainBlaine* plans to interview 60 licensed Hailey businesses. Interviews will help City planners understand the local business climate, its labor capacity and needs as well demands on infrastructure and land use planning.

#### **2. Establish Community Economic & Statistical Profiles**

The County and cities lack reliable, timely, and relevant economic statistics for distribution to potential in-coming businesses, businesses seeking to expand, and other interested organizations. SB will seek to develop a standard set of economic statistics and indicators for each municipality. This will allow for annual comparisons between local and other regional cities, as well as provide benchmarks to help measure economic trends.

Goals 2011: Coordinate with municipalities to establish relevant statistics and common database approach. Gather required data and create summary reports to highlight key data. Prepare economic profiles for each city and County for publication. Provide city staff with training on data collection and production of summary reports.

Goals 2012: Continue to collect and analyze data for cities and the County. Prepare brochure for County that markets the Sun Valley Region as a good place to relocate and/or grow business.

It is *SustainBlaine's* goal to update this information on an annual basis in order to have an accurate picture of economic activity.

### **3. Conduct Municipal Business Process Improvement**

SB will seek to assist the County and its cities in improving municipal planning and development processes that impact local business growth and retention, as well as new business recruitment. Current complex municipal processes have blocked and/or discouraged businesses from setting up or expanding in the County. Using Hailey as the pilot city, SB will work with the City's departments to document, assess and improve their existing processes. The project will focus on documenting the five to ten most critical municipal processes in a common format using VISIO software.

Goals 2011: Complete flowchart documentation of the most critical municipal business processes for the City of Hailey, and work with City representatives to improve processes by simplifying, streamlining, and establishing appropriate checks and balances for each process, and by providing clear information about the process to applicants.

Goals 2012: Continue process documentation and, where possible, process improvement. Provide city staff with training on use of the software and mapping processes. Introduce this project to other interested local municipalities and provide expert support to implement similar process improvement projects.

The following action items will also benefit Hailey over the course of FY 2011 – 2012:

#### **Create Process to Field Business Relocation Leads**

SB will have formal county-wide accountability to field leads for business relocations into the County. As required, specific working groups to assist potential businesses interested in relocating will be established, and SB will coordinate with local municipalities as needed for location-specific support. Targeted sectors for business expansion as identified in the *GoBlaine* strategy include diversified tourism, clean tech, health & wellness and agriculture.

Goals 2011: As required, field inquiries from businesses interested in relocating to the County and facilitate their evaluation, planning and (if appropriate) move to the area. Continue to educate valley business leadership regarding the existence of SB's go-to process.

Goals 2012: Continue to respond to business leads. Evaluate shift from a reactive to a proactive approach for potential business relocations.

### **Shape Land-Use Planning Strategies**

Given the scarcity of large plots of prime developable land in the County, SB will seek to ensure that the last remaining parcels are used for maximum strategic benefit. Identified strategic parcels include the McHanville Gateway into Ketchum, the Friedman Memorial Airport site in Hailey, the Democrat Gulch property in Hailey, and potential large undeveloped areas in and around Carey Such parcels could provide opportunities for attracting unique new businesses and/or for existing businesses to expand. SB will work with local planning authorities and other organizations to ensure economic development issues are considered and addressed.

Goals 2011: Begin discussions with and provide economic development advice to relevant parties regarding strategic parcels as appropriate. Encourage updating and refinement of county and/or city Master Plans and Ordinances, and explore financing alternatives for additional capital improvements.

Goals 2012: Explore continued refinement of such Master Plans and Ordinances. Evaluate developmental options

### **Grow Tourism & Recreational Economic Sectors**

Based on the historical and significant contribution of tourism and recreational activities to the economy of the County, SB will seek to implement or support projects that increase the viability of these sectors. Given the creation of the Sun Valley Marketing Alliance (SVMA) with accountability for region-wide branding and marketing of County assets, SB will support these efforts by providing input and County-wide perspectives. In addition, SB will work to identify ways other voices in the County can collaborate and reinforce the Sun Valley Brand in their communication/event planning.

Goals 2011: Provide support to the SVMA as required. Utilize the SVAG to help identify Sun Valley branding opportunities relative to County amenities/activities. Conduct an analysis of the value of specific recreational sectors to help identify new marketing and branding opportunities.

Goals 2012: Continue to provide support for County branding and marketing activities. Expand the analysis of specific recreational sectors to develop comprehensive overview of local economic impacts and opportunities.

### **Achieve USOC Certification as Nordic Olympic Training Site**

The Sun Valley Region is ideally suited to be an Olympic Nordic and Paralympic Nordic training Site (nOTS) and SB will seek to secure USOC designation as one of its ten existing sites. Working in conjunction with local partners including Blaine County Recreation District, Sun Valley Company, Sun Valley Ski Educational Foundation, and Wood River Ability Program, SB will prepare a comprehensive business plan for submittal, and support negotiations with the USOC to secure this designation.

Goals 2011: Prepare detailed business plan for USOC certification of the Sun Valley Region. Lead negotiations with USOC on behalf of local partners to secure official contract. Develop longer-term community development plan with vision, facilities, budget and funding options.

Goals 2012: Support roll-out of certification with local implementation entities. Work with local business organizations to embed options and opportunities, which might arise from official certification into individual organizational strategic planning processes. Identify and open dialogue with potential partners and sponsors for ongoing post-certification support requirements.

### **Create SB Website**

SB will seek to develop a County-wide economic development website to serve as the portal for the business community and potential business relocations to the Sun Valley Region. The website will highlight SB activities and capabilities, as well as provide access to business and economic information about the County and local organizations.

### **Evaluate Educational Expansion Options**

Our area has the potential to become a recognized center for research, innovation, and education, which could attract world-class scientists, entrepreneurs, and educational tourists. Building on the current culture of innovative homegrown businesses, SB's objective will be to evaluate and, where appropriate, implement one or more education expansion options within the Sun Valley Region.

Goals 2011: Prepare a catalogue of current on-going regional educational initiatives. Prepare a series of white papers on the highest potential educational opportunities. Organize a community forum with relevant sponsors and other interested parties to evaluate priority opportunities for collaboration.

Goals 2012: Support or champion appropriate educational projects and/or developments as appropriate.

### **Evaluate Infrastructure Impediments to Businesses.**

Communications and transportation infrastructure are important components that can support expansion of existing regional businesses as well as potential relocations of new businesses. SB will evaluate current telecommunications, internet, shipping and other business infrastructure services to identify opportunities for enhancing service levels to world-class standards at market prices.

Goals 2011: Evaluate network capacities and historical performance of current internet and telecommunication services using existing data, supplemented by additional information to the extent practical. Organize meetings with interested community participants and local infrastructure providers to review performance analysis and discuss opportunities for improvement.

Goals 2012: Evaluate opportunities to support appropriate investments for improvement of existing infrastructure.

*Sustain*Blaine will provide the City of Hailey with an update on progress in these areas 2 times during the fiscal year, with additional presentations to be made as needed as determined by both parties.

**AGENDA ITEM SUMMARY**

DATE: February 6, 2012 DEPARTMENT: Community Development DEPT HEAD: BR

SUBJECT: Inaugural Comprehensive Plan annual indicator report

AUTHORITY:  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

See attached report

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments:

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets            |
| <input type="checkbox"/> City Clerk         | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building           | <input type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Provide feedback on how to improve the report as the data compilation and reporting will be a work in progress.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**

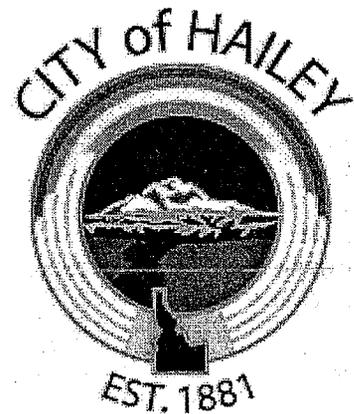
Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.):  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)



# COMPREHENSIVE PLAN

2010 Comprehensive Plan adopted by Resolution 2010-18

# INDICATOR MONITORING 2011 ANNUAL REPORT

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## **OVERVIEW**

### **Purpose, Intent and Format**

The Comprehensive Plan of the City of Hailey guides land use change over time. Future land use related decisions of the Planning and Zoning Commission and City Council should be based on the Plan in its entirety.

The current Comprehensive Plan, adopted by Resolution 2010-18, includes indicators for each goal stated for the planning components required to be addressed by state code. The goals are broad statements of measurable outcomes to be achieved. Indicators are stated as a measure related to a goal and based on best practices. A general desired trend is stated for each indicator (increase, maintain or decrease) and some indicators have a benchmark as a point of reference for the measurement. Some goals have an "assessment" component rather than an indicator.

The identification of specific tasks to accomplish any given goal is left to the process of developing standards or programs determined to be the best method of implementation and recommended to the Council for consideration and adoption.

### **Indicator Monitoring**

By including indicators for each goal, the current Comprehensive Plan set out a new approach to help the city understand trends and analyze how to better plan for the future evolution of Hailey from a land use and population growth perspective as well as from the perspective of community. If the analysis of the indicators shows a trend is occurring that is contrary to the desired trend, this will inform whether an implementation strategy should be adjusted. During the implementation process more specific short, mid or long term targets may be added as a more directed benchmark to monitor a goal and the effectiveness of an implementation strategy.

The Comprehensive Plan directs the tracking and monitoring of data associated with the indicators for use in evaluating whether the desired trend is being achieved and annual reporting of results by the City planning staff to the City's established commissions, committees, Mayor, City Council and staff.

One of the intentions of the annual report is to review the indicators for their effectiveness in measuring progress and to update the indicators as subsequent annual reports demonstrate the need.

## 2011 HIGHLIGHTS

The 2011 Indicator Report is the inaugural annual report and there are gaps in information for several indicators. Refining the report and the identification of the best data sources will be an ongoing effort by the planning staff in the Community Development Department. Better interdepartmental coordination is also necessary to realize the full potential of the indicator concept. Better understanding the measures used by other departments and more easily sharing information between departments is critical.

The following are examples of some of the gaps identified during the process of compiling the data and are examples of how information gathering and sharing will need to be refined over time. Additionally, several indicators particularly related to land use, growth and transportation, rely on better developed use of the Hailey GIS software capabilities which is currently limited staff time and training which is also effected by access to the software (the number of licenses).

1. Last fish counts on Big Wood River (adjacent to City of Hailey) were made in 2006, 2003, and 2000. The fish counted ranged from 1100 to 1680. These numbers are not problematic alone, but become somewhat so when compared with the number of fish stocked (on the BWR) during 2011, which was 6,500. Having a fish count for 2011 to compare with this stocking number would have been beneficial to determine whether most fish migrated somewhere else, stayed nearby to where they were previously stocked or habitation areas; or whether they were caught, or if something maybe inadequate with the water. Without both numbers, it's hard to know.

2. Neither the IF&G or HPD tracked numbers for wildlife conflicts in the past (e.g. 2011). The HPD will tract these numbers for 2012.

3. The amount of noxious weeds has not been tracked in the past (e.g. 2011). The Street Dept. will track these numbers in 2012.

4. Once Renewable Energy is put on the power grid, it can no longer be tracked and can no longer be marketed as renewable energy. The city produces power at the Wastewater Treatment Plant, but the amount produced must be read off the inverter onsite itself and Idaho Power does not do this. Because of variables on Power Bills, the bills are not a good source to determine the amount of power produced on site. The inverter may need to be read by a city representative.

5. Outdoor light pollution indicators will continue to be evaluated to determine the best way to measure this indicator.

6. The assessment of the "effectiveness of townsite design review guidelines" was contemplated to be part of the P&Z Commission's annual review of projects which is scheduled for spring of 2012.

7. As of November 2011, the Hailey streets standards have not been revised, so comparisons of where the city in relation to such standards difficult.

The following pages are tables with each goal and indicator for each of the thirteen sections of the Comprehensive Plans and the data compiled to date.

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
1.1 Preserve, protect and restore natural resources including waterways, floodplains, wetlands, soil, community forest, native vegetation, green space and wildlife habitat and migration corridors for the benefit of the City and its residents.	Riparian Area (100 feet from Big Wood River Mean High Water Mark)	Maintain	Essentially the narrow strips of land that border creeks, rivers or other bodies of water. Purposes are sediment filtering, bank stabilization, water storage & recharge, and aquifer recharge. Current Riparian areas within City of Hailey are: 4 private lots: Della View Sub, Blk 8, Lots 1-4 (total acres = 2.646971) & 2 public lots: Bird Wood Sub., Blk 1, Lot 13 (total acres 2.1 acres owned by Wood River Land Trust) & Della View Sub, TR 4057A & TL 4057B-City Park and Sewer Sites (total acres 9.255)	Hailey ArcView	
	Salvaged construction material and demo waste separated	Increase		Clear Creek	
	Surface Flow (annual mean cfs) and temperature of the Big Wood River	Increase flow, Decrease temperature	Big Wood Annual mean cfs (cubic feet per second) 2009: 440.4 2010: 388.1 2011: 565.6	Surface flow = USGS: <a href="http://waterdata.usgs.gov/nwis/hw1smn/?site_no=13139500&amp;agency_cd=USGS">http://waterdata.usgs.gov/nwis/hw1smn/?site_no=13139500&amp;agency_cd=USGS</a>	New report that will be produced annually by Clear Creek
	Total suspended solids (TSS) and biochemical oxygen demand (BOD) discharge	Decrease (target 1 mg/L TSS)	2 mg/L BOD	Hailey Wastewater Dept	City of Hailey Wastewater Treatment
	Area of Wetlands	Maintain	Area of Wetlands in City: Less than 1.25 sq miles	<a href="http://www.fws.gov/wetlands/Data/Mapper.html">http://www.fws.gov/wetlands/Data/Mapper.html</a>	Map of Wetlands shows mostly Freshwater Emergent and Freshwater Forested/Shrub areas along the Big Wood River
	Number of Trout (an indicator species)	Increase	Total Stocked in Big Wood in 2011= 6500 Total Counted in Big Wood near Hailey at latest counts: 2006: 1122; 2003: 1166; 2000: 1684.	ID Fish and Game (Bart Butterfield 287-2722 or Evan Brown 287-2721)	<a href="http://fishandgame.idaho.gov/public/fish/stocking/stockingDisplay.cfm">http://fishandgame.idaho.gov/public/fish/stocking/stockingDisplay.cfm</a> , Fish Count report from 2006, 2003, and 2000 is in file.
	Acres of land with conservation easements or owned by WRLT	Increase	4.5 acres (w/in Hailey - Draper Preserve) 246 acres (w/in Hailey ACI)	WRLT	Spoke with Melanie

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information	
1.2 Efficiently use and conserve resources.	Wildlife Conflicts	Decrease	Neither ID Fish and Game nor the Hailey Police Dept. tracked in the past. HPD is tracking for 2012. City will also check with BCSD.	ID F & G and HPD	Chief Gunter said HPD would track in 2012	
	Well Head Protection	Increase	County Well Head Protection has not actively been pushed since around 2004. City conducts regular monthly tests on its wells for state inspection.	County	Water expert who formerly worked for Blaine County and IDWR.	
	Amount of water available for consumption	Maintain	443,177,060 total gallons consumed (FY 2011-Oct-Sept)	Public Works Dept		
	Number and variety of trees	Increase	425 trees inventoried	Community Forest Consultants, Inc. Street Dept.	Received info from Tom Hellon	
	Amount of noxious weeds	Decrease	Not documented in 2011, Street Dept will track in 2012		Kelly Swartz said Street Dept. would track in 2011	
	Average per capita water use	Decrease	42,921 gallons (Aug. 2010) 4,789 gallons (Feb. 2011)	City of Hailey	Received info from Tom Hellon	
	Tons of residential curbside refuse collected per household account	Decrease	Average amount of garbage (curbside refuse) collected per household in City of Hailey from 10/1/10 to 9/30/11 in Tons: .84 tons per household 10/1/10 to 9/30/11 (Fiscal Year	Clear Creek	Abbigayle Lukkasson, Office Manager, Abbi@ccdisposal.com	
	Ratio of recycling to waste collected	Increase	Ratio of recycling to waste collected. Residential Recycle tons collected: 281.74 (12%) Residential Garbage tons collected: 2228.50 (88%)	Clear Creek	Abbigayle Lukkasson, Office Manager, Abbi@ccdisposal.com	
	1.3 Promote renewable energy production	Opportunities for renewable energy production	Increase	Once Renewable Energy is put on the power grid, it can no longer be tracked and can no longer be marketed as renewable energy. The city produces power at the Wastewater Treatment Plant, but the amount produced must be read off the inverter onsite itself and Idaho Power does not do this. Because of the variables on Power Bills, the bills are not a good source to determine the amount of power produced on site. Here are fuel mixes (power sources) used by Idaho Power in 2010: Coal 43%, Natural Gas 2.6%, Wind 3.1%, Biomass .5%, Waste .5%.	<a href="http://www.idahopower.com/ids/AboutUs/PlanningForFuture/irp/2011/2011IRPFINAL.pdf">http://www.idahopower.com/ids/AboutUs/PlanningForFuture/irp/2011/2011IRPFINAL.pdf</a> (pg 7)(pg 18)	Mark Stokes, Idaho Power, 208-388-2483
		Percent of power from renewable sources (use Idaho Power data)	Increase	The city produces power at the Wastewater Treatment Plant, but the amount produced must be read off the inverter onsite itself and Idaho Power does not do this. (see note in above cell).	Idaho Power	Mark Stokes, Idaho Power, 208-388-2483

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
1.4 Promote energy conservation	Level of CO2 emissions of city operations	Decrease (15% reduction by 2015; 2005 baseline = 2850 tons)	2010 in tons City Hall- 46 Firestation- 30 Parks- 7 tonnes Street Shop- 87 Streetslights/street signals- 12 Pump/Lifts- 2 Water Tank- 4 Wells- 332 Wastewater Pumps/Lifts- 41 Wastewater Treatment Plant- 666 All Depts Vehicle Fleet- 1404	City of Hailey Clean Air Project (2011)	Mariel Platt, Sustainability Coordinator
	Energy efficiency of buildings within the city - Total annual energy usage	Increase (10% above current Idaho State adopted energy code - Sustainable Building Committee recommendation)			
1.5 Promote air quality protection	Daily DEQ Air Quality Index (the maximum value is the highest Microgram Day measured during the year.	Maintain @ "good" = less than 50; EPA Standard= For PM 10, 150 micrograms per cubic meter is bad, for PM 2.5 the particulate matter may not exceed 35 micrograms per cubic meter for the maximum value (or the highest measured day).	Maximum Value (Particulate Matter - PM 10) Feb. 26, 1995- 39 Mar. 22, 1996- 72 Mar. 11, 1997- 58 July 16, 1998- 97 Mar. 13, 1999- 65 Maximum Value (Particulate Matter - PM 2.5) Dec. 30, 2009- 9.7 Jan. 1, 2010- 9.3 Sept. 6, 2011- 14.9	Idaho Dept of Environmental Quality	Public Information Request - Spoke with Stephen.Vanzand@deq.idaho.gov to explain data
	AQI Annual Average	Maintain less than 50 (PM 10); The arithmetic mean (yearly average must be below 50 micrograms per cubic meter for PM 10 and must be below 15 micrograms per cubic meter for PM 2.5.	PM (Particulate Matter) 10 was used to measure air quality from 1995-99. There were no measurements made from 1999-2009. From 2009-present (2011), PM 2.5 (a smaller, determined to be more injurious matter than PM 10) has been used to measure the air quality. The arithmetic mean for: PM 10 1995: 18.6 1996: 19.4 1997: 23.8 1998: 23.1 1999: 24.9 PM 2.5 2009: 3.42 2010: 2.24 2011: 2.16	Idaho Dept of Environmental Quality	Public Information Request - Spoke with Stephen.Vanzand@deq.idaho.gov to explain data

Goal	Assessment	2011 Report (baseline)	Data Source	Data Information
<p>2.1 Reduce the potential threat to loss of life, limb or property and minimize public expenditures due to natural and man-made hazards.</p>	<p>location and severity of hazards related to faults, seismic activity areas, soils, slope, geo - and hydro - thermal activity and water table levels</p>	<p><b>Faults:</b> Sawtooth Mountains Fault (centered near Stanley &amp; capable of unleashing 7.5 magnitude earthquake)  <b>Hydro-Thermal Activity:</b>                      Geothermal Systems were installed at BCSD school buildings in Hailey in 2011. The project was funded with federal stimulus money.                      Hailey Hot Springs (Greater than 120 degrees F)- Located 3-5 miles west of town.                      No High Temperature Heating in area (Temperatures above 212%)</p>	<p><a href="http://www.reuters.com/article/2010/11/18/us-idaho-seismic-idUSTRE6AH0YK20101118">http://www.reuters.com/article/2010/11/18/us-idaho-seismic-idUSTRE6AH0YK20101118</a>  <a href="http://geology.isu.edu/dml/thesis/JohnsonEric_2010_ISU.pdf">http://geology.isu.edu/dml/thesis/JohnsonEric_2010_ISU.pdf</a>  <a href="http://maps.idwr.idaho.gov/geothermal/">http://maps.idwr.idaho.gov/geothermal/</a></p>	<p>Nathan Erickson - Idaho Department of Water Resources</p>
	<p>location of areas containing faults, slopes at or above 10%, geo - thermal activity, ground water levels which are typically less than three feet below the surface, and soils inappropriate for development due to instability or other factors</p>	<p><b>Faults:</b> Sawtooth Mountains Fault (centered near Stanley &amp; capable of unleashing 7.5 magnitude earthquake)  <b>Hydro-Thermal Activity:</b>                      Geothermal Systems were installed at BCSD school buildings in Hailey in 2011. The project was funded with federal stimulus money.                      Hailey Hot Springs (Greater than 120 degrees F)- Located 3-5 miles west of town.                      No High Temperature Heating in area (Temperatures above 212%) Alluvial streams run almost everywhere under the City of Hailey</p>	<p><a href="http://www.reuters.com/article/2010/11/18/us-idaho-seismic-idUSTRE6AH0YK20101118">http://www.reuters.com/article/2010/11/18/us-idaho-seismic-idUSTRE6AH0YK20101118</a>  <a href="http://geology.isu.edu/dml/thesis/JohnsonEric_2010_ISU.pdf">http://geology.isu.edu/dml/thesis/JohnsonEric_2010_ISU.pdf</a>  <a href="http://maps.idwr.idaho.gov/geothermal/">http://maps.idwr.idaho.gov/geothermal/</a></p>	<p>Nathan Erickson - Idaho Department of Water Resources</p>
	<p>location and severity of hazards related to avalanches</p>	<p>Alluvial streams run almost everywhere under the City of Hailey</p>	<p>Idaho Department of Water Resources</p>	
	<p>location of lands which may be subject to wildfire, and the location of structures which would be threatened should a wildfire occur</p>	<p><b>Wildland Urban Interface Area:</b> As defined in the International Wildland and Urban Interface Code is an area designated by a local government (i.e. City Council) as an area susceptible to wildfire. According to the Fire Chief Mike Baledge, no area within Hailey has received this designation presently. However, as areas are annexed such as Quigley Canyon and others they will receive this designation. Baledge noted that houses on the outlying areas and near the mountains in Hailey, such as Della View and Buckhorn Subdivisions are susceptible to wildfire but again these areas have not been classified under the Urban Interface Code.</p>	<p>Wildland Urban Interface Area</p>	<p>HFD</p>
	<p>wildfire hazard rating for parcels</p>	<p>Fuel Hazard Ranking: A report in 2004 shows the mountainous slopes abutting the Big Wood River west of Broadford Road to have a high fuel hazard (for wildfires). Other areas with a high fuel hazard ranking are: mountainous slopes abutting the east side of Woodside Subdivision and the east and west portions of town on the north end of Hailey.</p>	<p>Fuel Hazard Ranking 2004</p>	<p>HFD</p>

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
3.1 Assure the protection and preservation of Special Sites, Areas and Features to maintain a strong community identity for future generations	Hillside preservation (track number of parcels developed within the hillside overlay or changes in the overlay)	Maintain no development	<u>Built on Parcels within Hillside Overlay as 2011: 27</u>	Hailey City Arc View/GIS	
	Outdoor light pollution	Decrease	Dr. Pauley shared two indicators to show support of Outdoor Lighting Ordinance: 1. Power Utility Bills prior to and after light changes and 2. Crime Rates in City prior and after installation: 3. Mariel said to look at the number of installed new bulbs that Idaho Power would have installed on streets including main and other streets. The number should indicate whether light pollution has been reduced by the sheer installation.	Get indicators from Dr. Pauley	
3.2 Protect the residential character of the original Townsite	Number of locally designated historic sites, buildings and cultural landmarks	Assessment	No Number presently. Historic Preservation Commission is researching number in 2011	Historic Preservation Commission	Rob Lonning, Chair of HPC (heading up the research).
	Effectiveness of the Hailey Townsite Design Review Guidelines.	Assessment		P&Z Commission annual tour of projects	

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
4.1 Create and maintain an interconnected system of parks, recreational facilities, trails, green spaces and natural lands in order to provide diverse recreation opportunities for Hailey residents within ¼ mile to ½ mile of the greatest number of residents.	Park Inventory (Park acres per capita)	Increase (benchmark = 10 acres per 1,000 residents)	13 Parks totaling 54.8 acres = 6.68 acres/1,000 BCSD has 45 acres in 5 sport complexes	Public Works Dept. Tom Hellon	
	Percent of population within ¼ mile and within a ½ mile of a park (population is 2.56/unit) 7,854 is Hailey Population	Increase			
	Park/Open Space as percent of city area	Increase	RGB 2009 = 13% of City	GIS Planning Dept.	
*	Maintenance costs per capita (7,854)	Decrease	\$161,257.86 total Maintenance Costs, 7,854 Total Population, Average Maintenance Costs Per Capita \$20.53	Tom Hellon, Public Works Dept.	

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
5.1 Retain a compact City comprised of the following areas and characteristics as depicted in the Land Use Map:	Density at activity centers compared to the density of other areas of the city (average density at activity centers is higher than the average density of other areas)	Increase		Main and airport way/empty saddle w/ 1/4 mile in city limits/ bullion and main/ countryside and hwy	
	Rate of growth of activity centers compared to other areas of the city.	Increase			
	Average annual growth rate		0		
5.2 Maintain Downtown as the area contain the greatest concentration of commercial, cultural and civic activity and as the priority area for encouraging higher density commercial and mixed use (commercial and residential) development.	Density and rate of growth of downtown compared to other areas of the city.	Increase		1/4 mile buffer around Bullion and Main St.	

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
5.4 Protect open space within and surrounding Hailey, including visible ridgelines, undeveloped hillsides and agricultural areas which help define the unique character of Hailey.	Total developable acres per capita - (no parks, ROW or hillside)	Decrease			
	Acres of open space and parks per capita	Increase	2008 Pop. = 7883, Open space/park = 300 acres	GIS/Planning Dept.	
5.5 Lessen dependency on the automobile.	Amount of development (number of units and units/acre) within ¼ mile of a commercial activity center, neighborhood service area and/or transit stop.	Increase		countyside blvd and hwy	
5.6 Manage and accommodate population growth by infill development and, when appropriate, minimal expansion of the city boundaries.	Citywide land use efficiency (U/A)	Increase			
5.7 Encourage development at the densities allowed in the Zoning Code.	Acres of vacant land within city boundaries	Decrease	302 acres	vacant land GIS analysis	

Section 6 Economic Development

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
6.1 Encourage a diversity of economic development opportunities within Hailey	Employment and Job Growth by Sector	Increase		<a href="http://censtats.census.gov/cgi-bin/zbpnaic/zbpsect.pl">http://censtats.census.gov/cgi-bin/zbpnaic/zbpsect.pl</a>	
	Unemployment Rate	Decrease	9%	August 2011, Idaho Dept. of Labor	Small Labor Market Area data: <a href="http://lmi.idaho.gov/Publications">http://lmi.idaho.gov/Publications</a>
	Per Capita Personal & Median Household Income	Increase	Per Capita Personal Income \$27,092 per household in Hailey over past 12 months (2009) inflation-adjusted dollars. Per Capita Median Household \$51,728; margin of error +/- \$4,557.00	American Factfinder	<a href="http://factfinder.census.gov/serlet/DTTable?_bm=y&amp;-context=dt&amp;-ds_name=ACS">http://factfinder.census.gov/serlet/DTTable?_bm=y&amp;-context=dt&amp;-ds_name=ACS</a>
	Median Income per Full Time Employed Individuals	Increase	Info not available	American Factfinder	
	Percentage of Population Below Poverty Level	Decrease	Total estimate for last year (Oct 2010-Sept 2011): 1,852. Percentage of City Population below poverty: 23.5%	American Factfinder	<a href="http://factfinder.census.gov/servlet/DTTable?_bm=y&amp;-context=dt&amp;-ds_name=ACS_2000">http://factfinder.census.gov/servlet/DTTable?_bm=y&amp;-context=dt&amp;-ds_name=ACS_2000</a>

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
	Educational Background of Adult Population	Increase	Less than 9th Grade: 512 or 8% of population; High School/GED: 1388 or 24%; Bachelors Degree: 1300 or 22.5%; Grad./Profess. Degree: 464 or 8%	American Factfinder	<a href="http://factfinder.census.gov/servlet">http://factfinder.census.gov/servlet</a>
	Percentage of High School Students Graduating	Increase	Seniors starting senior year for class: 2009-10: 93.6%, 2010-11: 91.2%	Idaho Dept. of Education Report Card	<a href="http://www.sde.idaho.gov/reportcard">www.sde.idaho.gov/reportcard</a>
6.2 Encourage abundant, competitive, and career-oriented opportunities for young workers.	Number of 25-34 year olds residents	Increase	Male- 136 Female- 83 Total- 219	American Factfinder	<a href="http://factfinder.census.gov/servlet">http://factfinder.census.gov/servlet</a>

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
7.1 Encourage a variety of projects and programs that meet the needs generated by various segments of the population, especially the needs of those who risk suffering effects of discrimination or are socially or economically disadvantaged.	Median incomes of households by Racial & Cultural Background	Increase			
	Percentage of renters paying more than 30% of income on housing	Increase	49% in Hailey	Blaine County Housing Authority Needs Assessment Nov. 2011	Housing Burden in Blaine County Pg. 11 of Report
	Percentage of citizens 18-64 with high school diploma or GED, with Bachelor's degree, with Master's degree	Increase	HS Diploma/GED: 24%; Bachelor's Degree: 22.5%; Grad/Profess.: 8%	American Factfinder	factfinder.census.gov/servlet
7.2 Encourage projects and programs that seek to provide opportunities for cultural, cross-cultural and educational enrichment.	Art establishments (non-profit and commercial) per 1,000 population	Increase	16 total Art Establishments/ Just over 2 for every 1,000 people	Sun Valley Names & Numbers Phone Book 2011- in the Yellow Pages	Go back to check ZCBP and Wood River Arts Alliance as sources of information
	Percentage of employment in non-profit and commercial arts establishments as a proportion of all employment (data source: ZCBP)	Increase	303 fulltime, part-time, and paid guest artists. Since the total employees 16 yrs and older in town is 4847, the total percentage of employees in this sector is 6.25 percent.	American Factfinder	For the calculation, the combined budgets of the 13 non-profit arts organizations that provided data and the highest reported audience (50,000 at SV Summer Symphony). factfinder.census.gov/servlet
	Non-profit organizations per 1,000 population	Increase	256 in Blaine County. With the County population at 21,376, the non-profit organizations is approx. 83.5 per 1,000	The Urban Institute, The National Center for Charitable Statistics	<a href="http://nccsdataweb.urban.org/NC/CSV/1Pub/index.php">http://nccsdataweb.urban.org/NC/CSV/1Pub/index.php</a>

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
	Number of Non-profit community celebrations, festivals, fairs and parades per 1,000 population	Increase	5 total private non-profit community celebrations. With total city population being 8,204, there is approx. 1.66 celebrations per 1,000 population.	The Urban Institute, The National Center for Charitable Statistics	<a href="http://nccsdataweb.urban.org/PubApps/geoShowVals.php?id=335226&amp;code=83333&amp;v=pf">http://nccsdataweb.urban.org/PubApps/geoShowVals.php?id=335226&amp;code=83333&amp;v=pf</a>
	Contributions to non-profit art organizations per capita	Increase		non-profit 501©3 status reports	

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
8.1 Encourage development that provides opportunities for home ownership and rental homes for individuals and families of all socio-economic levels.	Supply of Affordable Rental Housing	Increase	51% of the rental housing was affordable in 2011	BCOHA Housing Needs Assessment November 2011	Table 3.4, pg 11 of report.
	Percent of Income for Housing Costs	Decrease	42% of and homeowners/renters combined had a housing burden greater than 35% their income in 2011	BCOHA Housing Needs Assessment November 2011	Table 3.2, pg 10 of report.
	Home Affordability	Increase	50% of homes were affordable in 2011	BCOHA Housing Needs Assessment November 2011	Table 3.4, pg 11 of report.
	Housing Costs in Relation to Income	Decrease	Area Median Income (AMI) for Hailey: (distribution of income compared with housing costs). -100% of AMI earners makeup 54% of households; 60-80% of AMI earners make up 11% of households; 50-60% of AMI earners makeup 8% of households; 50% of AMI earners makeup 19%	BCOHA Housing Needs Assessment November 2011	Table 3.11, pg 17 of report.
	Distribution of Community Housing Units	Increase	Presently there is no affordable housing units in Hailey, but River Street Apartments is being built.	BCOHA Housing Needs Assessment November 2011	Table 5.2, pg 34 of report
	Public Dollars Spent for Community Housing	Increase		BCOHA	

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
9.1 Plan for the long-term utilities, service and facility needs of the City while minimizing impacts to the greatest extent possible.	Percent of population with access to adopted service levels	Increase			

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
10.1 Create and maintain a pedestrian and bicycle-friendly community that provides safe, convenient and efficient multi-modal transportation for all Halley residents.	Transit Ridership	Increase		Mt. Rides	
	Percent of population within ¼ mile of a transit stop	Increase		Mt. Rides	
	Percent of Residents Who Walk, Bike, Use Transit, or Carpool to work	Increase	Workers who used each mode of transportation 1. Car, truck, or van: 3,658 or 84.65% 2. Carpool: 409 or 9.46% 3. Drove alone: 3,249 or 75.19% 4. Public transportation (not taxi): 92 or 2.12% 5. Bus or trolley bus: 92 or 2.12% 6. Walked: 75 or 1.73% 7. Bicycle: 97 or 2.24% 8. Worked at home: 399 or 9.23%	American Factfinder  <a href="http://factfinder.census.gov/servlet/DITTable?_lang=en&amp;_SubjectID=18551794">http://factfinder.census.gov/servlet/DITTable?_lang=en&amp;_SubjectID=18551794</a> <a href="http://www.halleycityhall.org/publicworks/engineering/WoodsideBlvd.asp">http://www.halleycityhall.org/publicworks/engineering/WoodsideBlvd.asp</a>	
	The length and proportion of major streets that meet the city's minimum Complete Streets standard	Increase	As of November 2011, there is no approved complete streets standards in Halley. There is an approved plan for complete streets on Woodside Blvd. The Woodside Boulevard Complete Street Initiative will: 1. rebuild a 35-year-old, 2.44 mile collector street, 2. add sidewalks, bike lanes, bus shelters, bike parking, a landscape buffer zone, and 3. install a roundabout at a congested and unsafe intersection. 4. A signal light will also be added at a second congested and unsafe intersection. 5. The project will also add transit pull-out lanes and bus shelters to 17 of the 18 existing transit stops on Woodside Boulevard.	City of Halley Council Minutes & Website	
	Percent of the residential neighborhoods connected to 'destination' areas (schools, shops, restaurants) by pedestrian friendly streets	Increase		Mt. Rides	

Goal	Assessment	2011 Report (baseline)	Data Source	Data Information
<p>11.1 Establish a built environment that maintains a human scale, retains interest, aesthetics, encourages various levels of interaction among all members of the community, and enhances the character of different neighborhoods.</p>	<p>Annually four newly constructed projects to identify areas for improvement in design review standards</p>	<p>No Activity</p>		
	<p>Periodically tour different neighborhoods.</p>	<p>No Activity</p>		

Goal	Assessment	2011 Report (baseline)	Data Source	Data Information
12.1 Evaluate whether proposed regulatory or administrative actions may result in an unconstitutional taking of private property.	Review guidelines established by the State of Idaho Attorney General pursuant to Idaho Code Section 68 - 8003.	No Activity		

Goal	Indicator	Desired Trend or Benchmark	2011 Report (baseline)	Data Source	Data Information
13.1 Encourage and facilitate the development of school facilities that are planned consistently with the city's other land use policies.	Percent of population within walking distance of schools	Increase			
13.2 Ensure the provision of safe, adequate, convenient multi-modal transportation access to all existing and future school sites.	Sidewalk connections and other designated safe routes to school infrastructure	Increase			
	Average amount of time a student spends on a school bus traveling between home and school	Decrease			

**AGENDA ITEM SUMMARY**

**DATE:** 02/06/2012      **DEPARTMENT:** Admin/Legislative      **DEPT. HEAD SIGNATURE:** \_\_\_HD

**SUBJECT:**

Interpretive Center – Design Review Amendment

**AUTHORITY:**  ID Code \_\_\_\_\_       IAR \_\_\_\_\_       City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Hailey's architect for the Hailey Rodeo Park included an Interpretive Center estimate of \$363,000 to cover construction. Other costs associated with the project, such as permits and LEED certification efforts, will bring the project cost up to approximately \$450,000. Sufficient bond funds to cover the \$450,000 have been retained for this 2012 component of the Hailey Rodeo Park project.

New estimates off the construction drawings for the two story building are higher. The architects, Nick Latham and Michael Bulls, have suggested that initial estimate can be met by eliminating the second floor.

The architects will present reconfigured drawings to the Owner (Hailey City Council) with the suggestion that Hailey amend the design review and building permit applications to eliminate the second floor and house two Hailey Chamber of Commerce offices on the main floor. The elimination of the stairway and reconfiguration of the break-room area leaves ample room for one large office or two small offices.

The Chamber was consulted on this matter, and prefers the one large office on the main floor to the upstairs offices. The area for the reception desk and information display area inside the large exhibit space remains unchanged.

The Architect will present drawings for discussion with the owner.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets            |
| <input type="checkbox"/> City Clerk         | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building           | <input type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Owner accept the amended design, and authorize that revised design review application be submitted to Hailey Planning and Zoning on February 27, 2012, and that revised building permit drawings be submitted to the Hailey Building Official.

Should the revised Design Review be approved on February 27, construction would begin by late April, 2012 as ground thaw permits.

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

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**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.):  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

**AGENDA ITEM SUMMARY**

**DATE:** 02/06/2012    **DEPARTMENT:** Admin/Legislative    **DEPT. HEAD SIGNATURE:** \_\_\_\_\_

**SUBJECT:**

Agreement with Intermountain Professional Rodeo Association (IMPRA) for a September 1 – 2 Finals Rodeo at Hailey's event arena

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

IMPRA, the Sawtooth Rangers, Hailey Chamber of Commerce, and Hailey City have been working on an agreement to bring the IMPRA Finals rodeo to Hailey's Arena on Saturday and Sunday of Labor Day Weekend. We coordinated with the Wagon Days Committee to ensure that we would not conflict with, but compliment, the Wagon Days Festivities.

Each party's costs will be covered by ticket sales – IMPRA at 45% for their stock contracts, Sawtooth Rangers at 40% for their production and marketing costs, and the City at 15% for its cleaning and maintenance costs. Security will be paid for separately, outside of the percentage arrangement.

Tickets are planned to be sold for \$13 for adults and \$6 for children. Sawtooth Rangers estimates that 900 tickets will need to be sold each night for them to cover their costs. The sale of only 650 tickets will cover the City's costs. Additional costs above cleaning and maintenance, such as security by HPD, will be paid to the city at a flat rate by Sawtooth/IMPRA. The Hailey Chamber of Commerce will help support the event through volunteer hours.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**

Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets            |
| <input type="checkbox"/> City Clerk         | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building           | <input type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Move to approve Resolution 2012-05, authorizing the City to enter into an agreement with IMPRA and Sawtooth Rangers for a two-day rodeo event on September 1-2, 2012.

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record      \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_      Copies (AIS only) \_\_\_\_\_

**CITY OF HAILEY**  
**RESOLUTION NO. 2012-05**

**WHEREAS**, the **CITY OF HAILEY** is entering into an agreement with the Intermountain Professional Rodeo Association for a September 1 -2 Finals Rodeo at Hailey's event arena.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO**, that the City of Hailey approves the Agreement with Intermountain Professional Rodeo Association, and that the Mayor is authorized to execute the attached Agreement,

Passed this 6th day of February, 2012.

City of Hailey

\_\_\_\_\_  
Fritz Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

(Seal)

## USE AGREEMENT

This Use Agreement ("Agreement") is made this \_\_\_\_ day of February, 2012, by and between **CITY OF HAILEY**, a municipal corporation ("City"), **SAWTOOTH RANGERS RIDING CLUB, INC.**, an Idaho non-profit corporation ("Sawtooth"), and **INTERMOUNTAIN PROFESSIONAL RODEO ASSOCIATION**, an Idaho non-profit corporation ("IMPRA").

### RECITALS

A. The City is a municipal corporation and political subdivision of the State of Idaho. Fritz X. Haemmerle is the duly elected and acting mayor of the City of Hailey, and is authorized to execute this Agreement.

B. Sawtooth is a duly organized and operating non-profit corporation in the State of Idaho. William Bobbitt is the duly elected and acting president of Sawtooth and is authorized to execute this Agreement.

C. IMPRA is a duly organized and operating non-profit corporation and rodeo association operating in Idaho, Wyoming and Utah. Reed W. Larsen is the duly elected and acting president of IMPRA and is authorized to execute this Agreement.

D. City owns real property located at 791 Main Street South, Hailey, Idaho, a portion of which is an outdoor multi-use arena, as depicted on attached **Exhibit A** ("Arena").

E. Sawtooth and IMPRA desire to use the Arena to conduct the IMPRA Rodeo Finals sponsored by IMPRA on September 1 and 2, 2012 (the "Event"). IMPRA intends to coordinate the Event with Sawtooth.

F. Subject to the terms and conditions set forth herein, City is willing and agrees to allow Sawtooth/IMPRA to use the Arena and Sawtooth/IMPRA is willing and agrees to use the Arena.

### AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in this Agreement below as though set forth in full, the parties agree, as follows:

1. **Reservation.** Hailey agrees to reserve the Arena for the use by IMPRA and Sawtooth for the Event, and IMPRA and Sawtooth agree to use the Arena for the Event. Any party may terminate this Agreement, with cause, provided notice is delivered to the other party six (6) months prior to the Event. Sawtooth and IMPRA shall have the exclusive right to use the Arena for September 1, 2012, at 9:00 a.m. until September 2, 2012, at midnight. Sawtooth and IMPRA shall have the right to inspect the Arena before August 31, 2012, to make arrangements for the Event.

2. **Consideration.** Consideration will be paid on a percentage basis of the paid gate attendance, as follows: (1) IMPRA will receive 45% of the gross revenue received at the gate; (2) the City will receive 15% of the gross revenue received at the gate; and (3) Sawtooth will receive 40% of the gross revenue received at the gate. The City shall be paid its consideration on or before September \_\_, 2012. The payment shall be accompanied with proof of paid attendance and gross revenue received at the gate. IMPRA shall receive 270 complimentary tickets. IMPRA shall retain the rights for all sponsorship during the Event. Sawtooth, the Hailey Chamber of Commerce and the IMPRA shall be responsible for all concessions. In the event there are any net losses, IMPRA and Sawtooth shall be solely responsible for any net losses.

3. **Use of Arena.** During the Event, the Arena may be used and occupied by IMPRA and Sawtooth only as a public facility as a rodeo ground facility, as a concession area and as parking, and for no other purpose or purposes without City's prior written consent. During periods of non-use of the Arena during the Event, IMPRA and Sawtooth shall lock and secure all bathrooms, concession areas and security gates within the Arena, and keep members of the general public out of all secured areas. Sawtooth shall be responsible for the watering of the internal dirt portion of the Arena during the Event. IMPRA and Sawtooth shall not do or permit anything to be done in or about the Arena or bring or keep anything in the Arena that will in any way increase the rate of fire insurance upon the building in which the Arena is situated. IMPRA and Sawtooth shall not perform any acts or carry on any practices that may injure the Arena or the building of which the Arena form a part, which are not normally associated with a rodeo event. IMPRA and Sawtooth agree to comply with (and cause its agents, contractors, employee and invitees to comply with) any rules and regulations with reasonable modification hereof which City may from time to time make and deliver to IMPRA and Sawtooth in writing, provided the City provides IMPRA and Sawtooth with thirty (30) days advance notice of a hearing to consider the proposed rules and regulations and provided any adopted rules and regulations are effective sixty (60) days before the beginning of the Event.

4. **Security Deposit.** Sawtooth shall pay as a security deposit the sum of Five Hundred and No/100 Dollars (\$500.00), receipt of which is hereby acknowledged, to be held by City as a security deposit for the faithful performance by IMPRA and Sawtooth of all the terms, covenants and conditions of this Agreement to be kept and performed by IMPRA and Sawtooth during the term of this Agreement. This security deposit does not limit City's rights or IMPRA's and Sawtooth's obligations. IMPRA and Sawtooth understand that all or a portion of the security deposit may be retained by City upon expiration of the Event and that a refund of any portion of the deposit to the Sawtooth is conditioned on the following:

- a) IMPRA and Sawtooth shall clean and restore the Arena to its condition at the commencement of the Event, less normal wear and tear associated with a rodeo event.
- b) IMPRA and Sawtooth shall have remedied or repaired any damage to the Arena to City's satisfaction.

c) IMPRA and Sawtooth shall have complied with all of the provisions of this Agreement and with such other rules and regulations as the City may deem necessary.

If IMPRA and Sawtooth default with respect to any provision of this Agreement, including but not limited to the provisions relating to the payment of the monetary sums due herewith, City may (but shall not be required to) use, apply or retain all or any part of the security deposit for the payment of any other amount which City may spend by reason of IMPRA's or Sawtooth's default or to compensate City for any other loss or damage which City may suffer by reason of IMPRA's or Sawtooth's default. IMPRA and Sawtooth shall not be entitled to interest on such deposit. If IMPRA and Sawtooth shall fully and faithfully perform every provision of this Agreement to be performed by either entity, the security deposit or any balance thereof shall be returned to Sawtooth after IMPRA and Sawtooth have vacated the Arena and after IMPRA and Sawtooth have performed every provision of this Agreement.

**5. Utilities.**

A. City shall pay for all charges for electricity, water, sewer, trash, and cleaning services, rendered or supplied upon or in connection with the Arena during the Event. In the event the expenses for the Event exceeds \$2,500, Sawtooth shall pay City the difference between the expenses for the Event and \$2,500 within thirty (30) days of the date of billing for the excess charges. In the event the expenses for the Event are less than \$2,500, the City is not required to reimburse Sawtooth for any difference and shall be entitled to retain the difference.

B. Sawtooth shall pay or reimburse the City for all services requested by Sawtooth or which are reasonably required by Sawtooth, such as street sweeping and police security and traffic control. The charges incurred in accordance with this paragraph 5(B) shall be paid to the City within thirty (30) days of the date of billing for such charges.

**6. Insurance.** During the Event, IMPRA and Sawtooth shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability, property damage and contractual liabilities of the IMPRA and Sawtooth, written by a responsible insurance company licensed to do business in Idaho, and insuring IMPRA, Sawtooth and City (and such other persons, firms, or corporations designated by City) as additional named insureds against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Arena. The liability covered by such insurance shall be not less than a combined single limit of One Million Dollars (\$1,000,000). The insurance shall be primary insurance such that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage held by City.

No party shall have the right or claim against the City for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any business interruption, occurring on the Arena or the adjoining property, (whether caused by the negligence or other fault of the City, IMPRA or Sawtooth or their respective agents, employees, subtenants, licensees or assignees or whether caused by negligence or the conditions of the Arena or any part

thereof) by way of subrogation or assignment. IMPRA and Sawtooth hereby waive and relinquish any such right. IMPRA and Sawtooth shall request their insurance carriers to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the City and provide a certificate of insurance verifying this waiver.

All insurance required by this Section shall be in a form and with companies satisfactory to City and shall provide that it shall not be subject to cancellation or change except after at least thirty (30) days' prior written notice to City. The policy or policies, or duly executed certificates for them, shall be deposited with City within fifteen (15) days before the Event.

7. **Exemption from Liability.** City shall not be liable to IMPRA and Sawtooth or to any other person whomsoever for any injury or damage to person or property occurring within or about the Arena, unless caused by or resulting from the wilful and intentional acts of the City or any of the City's agents, servants or employees in the operation or maintenance of the Arena. City shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of City, or for any loss, damage or theft of property of IMPRA or Sawtooth, their agents, servants or employees.

Any prevention, delay, or stoppage, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control for the party obligated to perform shall excuse performance by such party for an amount of time equal to any such prevention, delay or stoppage, except as otherwise provided in this Agreement.

Under the Equine Activities Immunity Act (*Idaho Code §§ 6-1801 et seq.*), the City, Sawtooth and IMPRA are entitled to certain immunity for activities within the Arena. The parties acknowledge that the City will not provide equipment or tack during the Events, as defined hereinafter, and is not responsible to determine whether a rodeo participant is able to safely engage in activities or safely manage animals during the Events or whether the animals are able to behave safely with the participants during the Events. Further, the City is entitled to certain immunities under the Idaho Tort Claims Act. *See Idaho Code § 6-901 et seq.*

8. **Indemnification and Hold Harmless.** IMPRA and Sawtooth agree to indemnify and hold City harmless from and against any and all claims, including mechanic's and materialman's liens, by or on behalf of any person or person, firm(s) or corporation(s), arising from the conduct or management of the activities conducted by IMPRA and Sawtooth during the Event, or arising out of any act or omission or negligence of IMPRA or Sawtooth, their contractors, licensees, agents, servants or employees during the Events, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Arena or any part thereof, and the walkways adjoining the Arena during the Event, and from

and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

9. **Maintenance and Repairs.** Except as otherwise provided herein, IMPRA and Sawtooth shall, at their sole cost and expense, keep and maintain the interior and exterior of the Arena (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair during the Events, remove all rubbish and refuse therefrom, keep all landscaping in good condition, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken. In the event any portion of the Arena is damaged by vandalism or similar intentional misconduct during the Event, IMPRA and Sawtooth are not obligated to repair any such damage. IMPRA and Sawtooth shall, at their sole cost and expense, remove all manure from the Arena before the end of the Event or store the manure on site allowing it to decompose but only if allowed by City staff. If City deems it necessary for IMPRA and Sawtooth to make any repairs, City may demand that they make them immediately, and if IMPRA or Sawtooth refuses or neglects to commence such repairs and to complete them with reasonable dispatch, City may make or cause such repairs to be made and IMPRA and Sawtooth shall immediately pay City for the costs of such repairs upon receipt of the costs. IMPRA and Sawtooth shall, at their cost and expense, promptly and properly observe, comply with, and execute, but not to the extent of making structural improvements, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited to, state, municipal, county and federal governments and their departments, bureaus, boards and officials), and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the Arena.

10. **Alterations and Improvements.** IMPRA and Sawtooth shall not have the right to make changes, alterations or additions to the Arena without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion.

11. **Damage or Destruction.** If the Arena is partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenable, the City is not required to rebuild the Arena, in which event either the City, IMPRA or Sawtooth may terminate this Agreement by providing written notice of intent to terminate. Upon termination, IMPRA and Sawtooth waive any and all claims for damages based on termination of this Agreement and any loss of use.

12. **Defaults.** In the event IMPRA and Sawtooth breach their obligations pursuant to this Agreement, then City shall notify IMPRA and Sawtooth of such breach in writing by certified mail, return receipt requested, or hand delivery, and IMPRA and Sawtooth shall correct any failure to pay consideration within three (3) days of receipt of such notification, and IMPRA and Sawtooth shall cure any other breach within thirty (30) days of the date of such notification. In the event of a default which cannot, with due diligence, be cured within a period of thirty (30) days, IMPRA and Sawtooth shall have such additional time to cure the same as may be

reasonably necessary, providing IMPRA and Sawtooth proceed promptly and with due diligence to cure such default after receipt of said notice. In the event IMPRA and Sawtooth fail to pay any sums due pursuant to this Agreement, or cure any other breach, after notice as aforesaid, then City shall have the option of electing to either (i) cancel and terminate this Agreement, or (ii) terminate IMPRA's and Sawtooth's right to possession only without terminating the Agreement or (iii) pursue any other remedy available at law or in equity.

13. **Entry by City.** In the event of any entry in, or taking possession of, the Arena, City shall have the right, but not the obligation, to remove from the Arena all personal property of IMPRA and Sawtooth located therein and may store the same in any place selected by City, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from IMPRA and Sawtooth to City under any of the terms hereof, and the balance, if any, shall be paid to IMPRA and Sawtooth.

14. **Liens.** IMPRA and Sawtooth shall keep the Arena and the property on which the Arena is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by IMPRA and Sawtooth.

15. **Assignment and Subletting.** Except as provided herein, IMPRA and Sawtooth shall not assign or sublet this Agreement or any or all of their interest in the Arena without first procuring the written consent of City, which may be made in the City's sole and absolute discretion. IMPRA and Sawtooth are allowed to sublet or allow the use of concession areas within the Arena during the Event without the consent of City; however, IMPRA and Sawtooth shall remain primarily liable for the obligations arising from this Use Agreement.

16. **Waiver.** The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Agreement.

17. **Miscellaneous Provisions.**

a. **Final Agreement.** This Agreement represents the final agreement between the parties and merges and supersedes all prior negotiations, whether written or oral, with respect thereto. The parties acknowledge that to execute this Agreement, Sawtooth Rangers and IMPRA may need to have a further agreement. When that agreement is created, it will be provided to all parties to this Agreement and then incorporated as an exhibit.

b. **Modification.** This Agreement cannot be modified, changed, discharged, or terminated, except by writing signed by the City, Sawtooth and IMPRA.

c. **Time is of the Essence.** Time and timely performance is of the essence of this Agreement.

d. **Applicable Law.** This Agreement shall be construed and enforced under the laws of the State of Idaho.

e. **Benefit.** This Agreement shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

f. **Attorney's Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover their reasonable costs and attorney's fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals.

g. **Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by either party.

h. **Notice.** Unless otherwise specifically provided for herein, notices given pursuant to the terms of this Agreement shall be deemed received on the date sent and shall be sent to the parties at their addresses first above given or such address as may be later specified by the party in writing.

i. **Further Action.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

j. **Authority.** Each signatory has full authority and consent to sign this Agreement. IMPRA and Sawtooth represent and warrant to City that it they are corporations organized, existing and in good standing under the laws of the State of Idaho, and they are authorized, by appropriate corporate resolution, to enter into and execute this Agreement and any and all documents related thereto.

k. **Severability.** The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

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IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

**CITY:**

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By: \_\_\_\_\_  
Mary Cone, City Clerk

By: \_\_\_\_\_  
Fritz X. Haemmerle, Mayor

**SAWTOOTH:**

SAWTOOTH RANGERS RIDING CLUB, INC., an Idaho non-profit corporation

By: \_\_\_\_\_  
William Bobbitt, its President

**IMPRA:**

INTERMOUNTAIN PROFESSIONAL RODEO ASSOCIATION, an Idaho non-profit corporation

By: \_\_\_\_\_  
Reed W. Larsen, its President

AGENDA ITEM SUMMARY

DATE: 2/6/12      DEPARTMENT: Legal      DEPT. HEAD SIGNATURE: NW

SUBJECT: Community Oversight Committee

AUTHORITY:  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

I was advised that the Community Oversight Committee has not been meeting on a regular basis. Their by-laws require them to meet a minimum of 2 times a year, but they have not had any business to conduct. I asked Peter Lobb, the chairman of the committee, whether the committee would like to amend their by-laws or just terminate the committee. After communicating with the committee members, Peter informed me that the committee would recommend dissolution of the committee. Accordingly, I drafted an ordinance which eliminates the Community Oversight Committee.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City Administrator       | <input type="checkbox"/> Library             | <input type="checkbox"/> Benefits Committee |
| <input checked="" type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets            |
| <input checked="" type="checkbox"/> City Clerk    | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building                 | <input type="checkbox"/> Police              | <input type="checkbox"/> _____              |
| <input type="checkbox"/> Engineer                 | <input type="checkbox"/> Public Works, Parks | <input type="checkbox"/> _____              |
| <input type="checkbox"/> Fire Dept.               | <input type="checkbox"/> P & Z Commission    | <input type="checkbox"/> _____              |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Discuss the merits of eliminating the Community Oversight Committee. If the Council wishes to eliminate the committee, instruct staff to place the proposed ordinance on an upcoming agenda as a public hearing.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

**HAILEY ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 11 OF THE HAILEY MUNICIPAL CODE TO REPEAL SECTIONS 11.04.070, 11.08.070 AND 11.12.070 THEREBY ELIMINATING THE COMMUNITY OVERSIGHT COMMITTEE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the voters of Hailey passed an ordinance by initiative entitled "The Hailey Medical Marijuana Act," "The Hailey Lowest Police Priority Act" and "The Hailey Industrial Hemp Act" on November 6, 2007, which have been codified as Chapters 11.04, 11.08 and 11.12 of the Hailey Municipal Code;

WHEREAS, the Community Oversight Committee has been duly appointed and has been continuously acting since 2009;

WHEREAS, the Community Oversight Committee has recommended that it be eliminated because further work by the committee no longer needs to be performed; and

WHEREAS, the Hailey City Council believes the general intent and purpose of The Hailey Medical Marijuana Act, The Hailey Lowest Police Priority Act and The Hailey Industrial Hemp Act can be maintained without the continued existence of the Community Oversight Committee.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

**Section 1.** Sections 11.04.070, 11.08.070 and 11.12.070 of the Hailey Municipal Code are repealed in their entirety.

**Section 2.** **Severability Clause.** If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

**Section 3.** **Repealer Clause.** All Ordinances or Resolutions, including Hailey Resolution No. 2009-05a, or parts thereof, in conflict herewith are hereby repealed and rescinded.

**Section 4.** **Effective Date.** This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

**PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL** and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

