

**AGENDA ITEM SUMMARY**

**DATE:** August 29, 2011 **DEPARTMENT:** Community Development

**DEPT HEAD:** BR

**SUBJECT:** Quigley Canyon Annexation – public hearing regarding changes to proposal

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

An overview of the application history, the original submittal and the changes, with analysis of aspects of the changes are provided in the staff report attached. In addition, a comparison of the conditions last discussed by Council, with reference to the original recommended conditions, is provided in this staff report.

Public comment received to date are attached (3:30 pm 8/25/11). Public agencies including the IDFG and the Hailey Parks and Lands Board have been forwarded the staff report and revised site plan and have been asked to comment, however their comments are not expected by 8/29/11.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Case # \_\_\_\_\_  
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 checked="" type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Safety Committee |
| <input checked="" type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets          |
| <input type="checkbox"/> City Clerk                    | <input checked="" type="checkbox"/> Planning | <input type="checkbox"/> Treasurer        |
| <input type="checkbox"/> Building                      | <input type="checkbox"/> Police              | _____                                     |
| <input checked="" 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:**

A suggested procedural approach is on page 3 of the staff report.

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

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

## STAFF REPORT

**TO:** Hailey City Council  
**FROM:** Beth Robrahn, Community Development Director   
**RE:** Quigley Canyon Ranch Annexation  
**HEARING:** August 29, 2011

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**Applicant:** Quigley Green Owners LLC  
**Property Location:** Quigley Canyon east of Hailey  
**Current Zoning:** Blaine County: R- .40, R-5, R-10, Urban Influence Boundary, Mountain Overlay, Wetlands and 100 Year Floodplain

### Notice

Notice for the public hearings on August 29, 2011 was published in the Idaho Mountain Express on August 10, 2011. The notice was mailed to property owners within 300 feet August 10, 2011 and to public agencies and to area media on August 12, 2011. Notice was posted on the subject property on August 22, 2011.

### Procedural History

The Council held nine public hearings between January 2009 and August 2009. At the last public hearing, Council indicated the need for a more complete fiscal analysis before making findings on Comprehensive Plan compliance and to that end directed staff to negotiate a draft annexation agreement with the applicant to bring back to the Council for review. Thereafter, the City Administrator, Engineer and Attorney had several meetings with the developer. Over the course of discussion of the potential terms of an annexation agreement the applicant drafted a proposed agreement that reflected several changes to the original plan. Given the changes staff thought it was prudent to ask the Council for direction regarding the changes prior to continuing discussion of an agreement with the applicant. Council was introduced to the changes on July 25, 2011 and scheduled a public hearing for August 29, 2011 to gather public input on the changes and decide how to move forward with the application.

The list of off-site impacts that staff was directed to discuss with the applicant included:

- Water Rights. The applicant has obtained a decree from the SRBA Court showing that the primary surface water right (Right No. 37-19736) has a priority date of April 15, 1880, making it one of the earliest water rights in Blaine County. This water right has a diversion rate of 2.36 cfs and is appurtenant to 276.5 acres.

- Drinking Water Well. Engineering studies have shown that the development needs to provide a source of water capable of providing 745 gpm to meet their potable water maximum day demand requirements. The City of Hailey currently has sufficient water rights to handle the 745 gpm. A cost sharing formula should be considered in any annexation agreement. The method proposed by city staff is to have the City of Hailey pay for the incremental cost of a new well needed to increase the capacity from 745 to 1,500 gpm.

- Recycled Water System. As originally proposed the Quigley Canyon development presented an opportunity for the use of recycled water on the golf course; and simultaneously answered the question from the public concerning whether there is sufficient water from Quigley Creek to cover the irrigation requirements of the development. At a daily average discharge from the wastewater plant of 600,000 gallons per day the volume matches closely to the projected needs for the development and could be supplemented as needed with Quigley Creek water. The elimination of construction of the golf course also eliminates the benefit to Hailey in terms of the opportunity to use recycled water.

- Wastewater Connection. The developer has agreed to connect to the City of Hailey wastewater system which presents a capacity issue with the Woodside Blvd trunk line. To address this issue a proposal has been made to install a new trunk line in the ITD ROW next to Highway 75. This proposal is less expensive than replacing the Woodside Blvd trunk line and provides flexibility for east west future. Without the Quigley annexation the need for this new trunk line is many years in the future. Therefore it has been city staff's position that this cost should be borne by the developer.

- Off-Site Traffic: Off-site traffic impacts are divided between Fox Acres Rd and Quigley Rd/Deerfield neighborhood and are addressed separately. As the impact to Fox Acres Rd will likely be more immediate, it is recommended that the proposals by the developer for reconstruction be a part of the initial project development and that, as proposed by the developer, those costs be borne by the developer fully. The developer met extensively with Deerfield neighborhood citizens and developed a plan for addressing their traffic concerns. Proposals have been made for improvements within Deerfield and along Quigley Rd to address the neighborhood concerns. While the City of Hailey CIP addresses the need for additional pedestrian access along city streets, there are no specific proposals for the Deerfield neighborhood. The discussion section in this staff report elaborates on the changes to the off-site traffic impact.

The Planning and Zoning Commission held hearings on April 7, June 18, June 19, June 24, June 25, June 26, July 7, July 21, August 4, and August 19, 2008. The Planning and Zoning Commission recommended approval of the original proposal with 54 recommended conditions. The City Council received the Commission's Findings of Fact, Conclusions of Law and Recommendations on September 22, 2008.

**Procedure for Council Review**

The procedure for review of annexation application is cited below in bold. In the case changes are made to an original annexation proposal the process set forth in Title 14 of the Hailey Municipal Code regarding annexations does not procedurally require the proposal be sent back to the Planning and Zoning Commission. An overview of the original submittal and the changes, with analysis of aspects of the changes are provided in this staff report. In addition, a comparison of the conditions last discussed by Council, with reference to the original recommended conditions, is provided in this staff report.

The following is a suggested procedural approach for the August 29, 2011 public hearing:

1. Staff briefly recites history of application and outlines future options.
2. Applicant makes presentation with an emphasis on the revisions to the application.
3. Public comment.
4. Council makes a decision on:
  - a. Whether to remand the specific land use changes to P&Z for analysis.
  - b. If Council decides to remand to P&Z, then decide:
    - i. What, if any, instructions should be provided to P&Z and
    - ii. whether a concurrent review by Council and P&Z would be useful to allow the Council to continue with discussions of fiscal issues while the P&Z reviews the land use changes
  - c. If Council decides not to remand to P&Z, then decide:
    - i. whether to continue to a date certain to evaluate the revised application in light of the three standards;
    - ii. whether to continue to a date certain to obtain more information;
    - iii. whether to deny the application based on the three standards;
    - iv. whether to approve the application based on the three standards; or
    - v. whether to table the application to allow further negotiations of the annexation agreement.

**14.01.090 COUNCIL REVIEW.**

**A. Conduct and Notice of Council Hearing.** Upon receipt of the Commission's findings of fact and conclusions of law, the Council shall schedule a public hearing to review the application for annexation. Notice of the public hearing shall be conducted in the same manner as the notice for a Commission hearing pursuant to Section 14.01.070 of this Chapter. The Council shall have the right to request further information deemed necessary by the Council at any time during the proceedings.

**B. Fiscal Impact.** To assist the Council in the determination whether an annexation will have any negative fiscal impact, the Council may, in its sole and absolute discretion, require the applicant for annexation, at the applicant's sole expense, to submit a fiscal analysis or an updated fiscal analysis by a qualified and

independent person or firm acceptable by the Council and in a format acceptable by the Council, to determine the proposed annexation's impact and to recommend the base amount of annexation fees. The Council retains the right to require further monetary or non-monetary contributions for any annexation. The applicant has the right to seek the City's approval of such a fiscal impact study at any point in the annexation process.

C. Findings. During the public hearing process of the application for annexation, the Council shall make its own findings of fact and conclusions of law to determine:

- 1) whether the proposed application will be harmonious and in accordance with specific goals and policies of applicable components of the Hailey Comprehensive Plan, and
- 2) whether the proposed annexation generally complies with the Hailey Comprehensive Plan, and
- 3) to the extent possible, whether the proposed annexation will have a negative fiscal impact upon the existing citizens of Hailey at the time of an annexation and in the future.

If the Council finds general compliance with the Hailey Comprehensive Plan, the Council shall then consider the application for a zoning classification and consider any and all factors it deems, in its sole and absolute discretion, important to determine whether an application for annexation shall be granted or denied. If the Commission made negative findings related to the Comprehensive Plan under Section 14.01.080 and therefore did not make a recommendation on zoning classification for the property sought to be annexed, but the Council subsequently made favorable findings related to the Comprehensive Plan and wishes to proceed with the annexation, the Council shall remand the proceedings to the Commission for its recommendation on zoning classification.

D. Decision. The Council has the sole and absolute discretionary right to approve, approve with conditions or deny an application for annexation. In addition, the Council is authorized to require, as a condition of approval, that the applicant and the City enter into an annexation agreement providing for the terms and conditions of an approved annexation. In the event a subsequent development proposal materially differs from the development shown in approved annexation, the annexation agreement shall provide that the proposed development may be denied, that the applicant shall be responsible for any increased annexation fees and/or that the property may be deannexed. There shall be no right of an appeal by an applicant or by an affected party from an adverse recommendation by the Commission or from an adverse decision of the Council on an annexation application. If the Council elects to approve the application for annexation with or

**without conditions, the Council shall also establish the appropriate zoning district(s) for the annexed property in accordance with the procedures set forth in Article XIV of the Hailey Zoning Ordinance.**

**Attachments**

- Original site plan and phasing (stamped 'Original')
- Revised site plan and phasing (stamped 'Received April 28, 2011')
- Proposed school site, streets sections, off-site street improvements (3 exhibits), well site, off-site sewer line, trail plan and wildlife corridors and habitat (3 exhibits)
- Memo from City Engineer (content also incorporated into staff report)
- Draft annexation agreement, drafted by applicant, dated June 23, 2011
- Update of Traffic Impact Study, Lochner, August 2011

**Discussion**

The following table shows the various elements of the original proposal (first column) compared to the changes (second column) with analysis when appropriate. On August 31, 2009 the Council was presented a list of conditions based on their discussion to that point; which included the conditions of the SPF report dated December 31, 2008. A separate table showing the conditions, last discussed by the Council is also included to note the applicability of each condition relative to the changes to the proposal.

<b>LAND USE</b>	
<b>Original</b>	<b>Changes</b>
Total acres = 1,109 Residential (including roads) = 226 <ul style="list-style-type: none"> <li>• open space/parks/hillsides = 679.5</li> <li>• golf/nordic = 198.2</li> <li>• clubhouse/restaurant = 5.4</li> </ul>	Total acres = 912 Residential = 205.56 acres <ul style="list-style-type: none"> <li>• open space/parks/hillsides = 706.44</li> <li>• hillsides and trail areas = 612.52</li> <li>• open space/park = 93.92</li> </ul>
Buffers the Deerfield neighborhood with a public trailhead, 3 acre entryway park and the 250 yard hole #2	Existing residential buffered from new residential by proposed school site
Included development in Deadman Gulch and beyond the pond at the east end of the canyon	Deadman Gulch was removed from the annexation; one home site is proposed to be developed within the jurisdiction of the County, but subdivision would not be pursued. Development beyond the pond has been removed from the proposal. The applicant has an application with the County for subdivision of the area beyond the pond. The county application would be withdrawn if annexation is successful.
Basic land use efficiency calculations: <ul style="list-style-type: none"> <li>• Units per acre 386 units/1,109 acres = 0.34</li> <li>• Residential units per acre 386/225 = 1.72</li> </ul>	Basic land use efficiency calculations: <ul style="list-style-type: none"> <li>• Units per acre 444 units/912 acres = 0.49</li> <li>• Residential units per acre 444/206 = 2.16</li> </ul>

Units per Acre (U/A) - the number of households (residential lots, sub-lots or units) divided by the underlying acreage, including public right-of-way.

Residential Units per Residential Acre (RU/RA) - the number of households (residential lots, sub-lots or units) divided by the underlying acreage, excluding all land in non-residential use, easements and public right-of-way. The above calculations include residential lots and right-of-way, but excludes parks and open space.

The Comprehensive Plan land use analysis (page 25 of the 2010 Hailey Comprehensive Plan) provides general growth scenarios to accommodate various growth rates projected to 2028. At an average annual growth rate of 2.50%, in 2028 an additional 5,034 people would need to be housed.

- If development continued to occur at an average of 2.0 units per acre; then 481 acres would need to be annexed to accommodate the projected population increase of 5,034 people in 2028 (this average assumes the infill of vacant land within the current city boundaries).

- If the Quigley annexation as proposed accommodates 1,137 people (assuming 2.56 people per household or unit), then 3,897 of the 2028 population increase (at 2.50% growth rate) would still need to be accommodated by either infill at high densities or annexation of additional acres. For example, an additional 761 acres would still need to be annexed to accommodate 3,897 people if development occurred at 2.0 units per acre. If infill of existing vacant land is assumed than that acreage would go down to 241 acres.

<b>LAND USE – HILLSIDES, COMMUNITY HOUSING &amp; MISC.</b>	
<b>Original</b>	<b>Changes</b>
659 acres of unbuildable hillside property to be zoned open space	No change
No development allowed, recreational uses only on slopes > 15% (trails, portions of 3 golf holes / nordic course)	Golf course eliminated, otherwise no change
425 acres of hillside dedicated to the city for non-motorized recreational use only; 234 acres of hillside on the south side of the canyon would remain part of private lots but would be unbuildable.	No change. The Fire Department has concerns about the cost of maintenance of the hillside property dedicated to the city. The Parks and Land Board previously stated it recommends hillsides greater than a 15% slope be publicly owned land (as they are in the Woodside subdivision) and noted that some of the lots in Parcel 6 go up the hillside on slopes that are greater than 15% and suggested if lots are limited to 1/2 acre any conflict with portions of the lots being zoned RGB be resolved regarding maintaining public access
No community housing proposed	The P&Z recommended 20% of the lots be dedicated community housing; the revised proposal states no community housing will be provided.

<b>TRANSPORTATION</b>	
<b>Original</b>	<b>Changes</b>
Includes construction of a number of transit-related infrastructure improvements.	No change
Provides bike/ped connectivity to town and through the site.	No change
Improvement of Fox Acres Road access to 3-lane section from traffic signal to school to mirror existing road improvements through high school campus; directs traffic to the established fox acres road arterial street	<p>The street improvements were previously a part of the developer's proposal based upon the traffic study conducted with less homes and a golf course. The changes to the plan includes a more direct access from within the development to Quigley Road. An update prepared for the applicant indicates projected volumes are 12% lower with the revised plan (the elimination of the golf course off-set the increase in residential units).</p> <p>The city engineer recommends an independent estimate of these proposed off-site improvements to ensure accuracy. A cost sharing of the roundabout at Fox Acres and Woodside Blvd is also recommended to be included in an agreement as it is unclear on Exhibit "I" if that is the case.</p>
Quigley Road serving as the secondary access to north side of development for only motorized emergency and public non-motorized.	Quigley Road is proposed to be a secondary access, but fully accessible and gravel past the lots at the mouth of the canyon. The developer also proposes the secondary access be gravel with dedication to the city for repair and maintenance. City standards require streets to be paved. If an unpaved street is found by the Council to be appropriate, then accepting maintenance of a sub-standard street is not recommended.

Varying street sections at 45', 48', 58', 65' and 68'	No change. Exhibit "F" shows proposed street sections for the development which do not meet current standards, the standards could be amended to include other options. Sections with less than 50' of ROW could present problems with future maintenance.
<b>RECREATION - PARKS, PUBLIC ACCESS &amp; TRAILS</b>	
<b>Original</b>	<b>Changes</b>
Golf Course - affordable Audubon championship 18-hole public golf course on 198.2 acres owned debt-free by the recreation district	No golf course would be developed. Land for golf course deeded to the City and left as open space; proposed to be used for sustainable agriculture. Land could be developed into a golf course in the future. Golf course to agriculture changes the fuel type for wild land fires from mowed grass to crops which could include tall dry brush that could contribute to faster moving fires.
Permanent Nordic facility on 198 acres owned by the recreation district vs. year-to-year CUP on private lands	No change in the proposal, however the applicant has indicated that the Nordic program will be discontinued if developed within the County (eg. remanded to P&Z or not annexed).
Public clubhouse / Nordic center / restaurant with outdoor seating, decks, fire pit and public spaces on 5.4 acres	Site maintained for future clubhouse; but applicant does not propose to build
Community sledding hill	No change
Stocked fishing pond for benefit of public	No change
Parks - 15 acres of new parks at six dispersed locations - Quigley pond park, trailhead park, overlook park, community garden, town center & main entry park	No change; the Parks and Lands Board and Planning and Zoning Commission recommended consideration of active park space, such as playing fields.

Preserves access to recreation in the canyon with continued multi-use & motorized access to BLM lands east	No change
Expanded into Deadman's & other locations on the ranch	No change
<b>RECREATION - PARKS, PUBLIC ACCESS &amp; TRAILS</b>	
<b>Original</b>	<b>Changes</b>
3 improved public trailheads dedicated to the city; plus one at the end of the property beyond the pond	No change
4.8 miles of new improved inter-connecting trails and bike paths	No change
Buttercup mountain ("Antennae Hill") trail to be improved & extended over to Hangman's Gulch	No change
Creation of a south canyon toe-of-hill trail extension (Woodside through school and east out canyon) dedicated to the public	No change
New walking trail to be 6-7' wide & non-motorized; safer / more pet friendly; less dust; similar grade; same sun exposure	No change
Newly designed IMBA (International Mountain Bike Association) trails for hiking and biking	No change
<b>WILDLIFE</b>	
<b>Original</b>	<b>Changes</b>
Wildlife corridors protected	The wildlife corridor originally preserved just east of the development in the mouth of the canyon (the area extending from the proposed driving range and through holes 4-9 and 18) is now proposed to be occupied by residential lots. The other corridors originally proposed have not been changed
Winter range protected	No change (northern hillside)

WATER	
Original	Changes
<p>Brings water rights to support recreational green spaces created for Hailey citizens and public</p>	<p>The developer has proposed transferring their water rights to the city upon approval of the first development phase subdivision final plat in lieu of any annexation fees. SPF Water Engineering has reviewed this proposal and has some questions as to the true value of these water rights to the city. The value of the water will be dependent on future use by the City of Hailey. Possible uses include (1) irrigate lawns and landscaping in the development, (2) irrigate open land conveyed to the City by Quigley (even if the open land is returned to natural habitat open space, it will require irrigation during the transition to establish natural grasses, shrubs and trees), (3) irrigated agriculture (Quigley proposes continued agriculture use during development), (4) transfer of groundwater rights to the City's municipal water right portfolio to provide irrigation within the City's service area, (5) conversion of the groundwater rights to municipal use, (6) use of the Quigley Creek rights for mitigation, etc. SPF has recommended that an appraisal of these water rights be undertaken before we agree to this request. This also addresses comments regarding the lack of a proposed irrigation system on private lots by the developer. Whether any remaining water right not used for such irrigation could be used for mitigation of conjunctive management requirements is not known at this time. The unknown answers to the water rights issue is the reason why an independent appraisal is recommended.</p>

<p>Dedication of an improved separate pressurized irrigation system and water rights to support the Audubon-designed golf course and city-specified improvements of the 6 parks</p>	<p>The applicant makes no provision for installing a separate irrigation system in the revised proposal.</p>
<p>Integrates a landscape plan that limits water demand while preserving and enhancing the natural environment</p>	<p>The installation of an overall water distribution system would require specific elements such as a pressure reducing station and a booster pump station (including multiple pumps). These are not specifically addressed in the proposed agreement but would be a requirement of final engineering plans. Another consideration is the value of the Quigley water storage tank providing both peak day demand and fire protection capacity. SPF makes the case for recovering this cost from the applicant.</p>
<p>Responsibly uses water: Audubon, water re-use, metering, xeriscaping, limited lot irrigation</p>	
<p>Well site</p>	<p>The applicant proposes a municipal well be developed at the eastern end of the property with a cost sharing arrangement with the city. The development's estimated average day demand is 400 gallons per minute (gpm) which the applicant proposes using in the cost sharing agreement. SPF's suggestion is to use their maximum day demand at 745 gpm in calculating the cost share agreement for the well construction costs. The applicant also proposes that the value of the well site be deducted from the costs of the well installation. Given the location of the well site in what appears to be open space the city engineer questions the actual value of this property and recommend this be negotiated with the applicant.</p>

<b>PUBLIC FACILITIES</b>	
<b>Original</b>	<b>Changes</b>
Re-uses Class A water on-site	The applicant is requesting septic systems be allowed on properties greater than 1 acre in size at the far eastern end of the development. This would be allowed by the Health District and DEQ under current regulations but would require a revision of City Ordinance as septic systems are not allowed within city limits. The City Engineer does have some concerns with this and the proposed location of the municipal well which can likely be solved with a relocation of the well site.
Uses state-of-the-art treatment system to handle wastewater	
Installs an advanced wastewater treatment system	
	Following the sale of the 150 <sup>th</sup> lot, the applicant commits to participating in the construction of a new sewer line down the bike path to relieve the Woodside Blvd trunk line with a contribution of \$1,500,000 to the cost. The time frame is acceptable as there is enough capacity in the Woodside Blvd trunk line until the 150 <sup>th</sup> home is constructed. It is recommended on this item as well as all other off-site improvements, that the costs be tied to the Construction Cost Index published by the Engineering News Record magazine.
Dedicate land for an additional fire bay to maintain city fire ratings	No change
No school site proposed	Some contribution to the BCSD was recommended by P&Z; the revised proposal includes a school site provided to the BCSD as an option to purchase (see letter from applicant to BCSD attached)
Not addressed	No change

## **FISCAL IMPACT**

During the previous annexation hearings there was a financial impact study prepared by Richard Caplan & Associates and reviewed by city staff. This study was redone in December, 2010 and reviewed again by city staff.

This restudy changed the parameters considered in the initial study, most notably projecting a 15 year build-out instead of the initial 10 year build-out. The restudy projected an annexation fee of \$3,352,472 although a more thorough review of the financial impact may be determined by the Council to be necessary.

The applicant has stated that the value of the water rights outweighs the annexation fee impact noted in the study and therefore no annexation fee should be required. As stated previously, the City Engineer recommends an appraisal of the water rights value before accepting this conclusion.

**CONDITIONS PREVIOUSLY DISCUSSED BY CITY COUNCIL**

<b>LANDUSE</b>	<b>Applicability of Condition Given Changes to Proposal</b>
1. Lots larger than a half acre shall be limited to a half acre of disturbance, excluding the driveway. Fences are prohibited beyond the disturbed area of each lot. <b>(P&amp;Z Condition 10 modified)</b>	Still applicable
2. Noxious weeds shall be eliminated and controlled. Prior to construction, the Applicant shall submit to the Planning Office a weed management plan for the abatement of weeds both during and after construction. <b>(P&amp;Z Condition 8 modified)</b>	Still applicable
<b>WATER/WASTEWATER</b>	
3. With each phase of development, the developer shall demonstrate adequate water in quality and quantity to supply the amount of development in each respective phase. <b>(P&amp;Z Condition 35 modified)</b>	Still applicable
4. Water rights, both surface and groundwater, shall be conveyed to the City of Hailey at a time agreeable to the parties. <b>(P&amp;Z Condition 36 modified)</b>	<i>Council Discussion</i>
5. The Applicant shall dedicate a site for the installation of a new municipal water system, consisting of a well, well house, pump, motor and back-up generator, in a location mutually agreed upon by the City and in a location at the farthest feasible eastern location. The Applicant shall install a new well with a 1500 gpm capacity. Once the well is deemed operational by DEQ and IDWR, the operation and maintenance of the well will be the responsibility of the City of Hailey. The Applicant and the City shall participate in a cost sharing arrangement with the City to pay for the new well to be determined by an annexation agreement. <b>(P&amp;Z Condition 37 modified)</b>	<i>Council Discussion</i>
6. The Applicant shall assist the City in preparing and filing the applications necessary for municipal water rights for the well site the Applicant is dedicating to the City. <b>(P&amp;Z Condition 38)</b>	<i>Council Discussion</i>

<p>7. The Applicant shall pay future applicable water and sewer connection fees, user fees, and other fees as required by the City. <b>(P&amp;Z Condition 39)</b></p>	<p>Still applicable</p>
<p>8. Most irrigation within the development shall continue to be from on-site surface and ground water diversions under existing water rights. <b>(SPF Condition 1)</b></p>	<p><i>Council Discussion</i></p>
<p>9. The Applicant shall construct:</p> <ul style="list-style-type: none"> <li>a. A new municipal water system consisting of a well, well house, pump, motor and back-up generator.</li> <li>b. A booster pump station with a back-up generator.</li> <li>c. Distribution and transmission mains required for the development.</li> <li>d. Any required pressure-reducing stations.</li> </ul> <p>These improvements shall be warranted for a one (1) year period following the initial use of the systems. <b>(SPF Condition 2). Staff Comment:</b> An operating water system is part of the subdivision ordinance. Therefore, most of these conditions merely reflect the requirements of the subdivision ordinance.</p>	<p><i>Council Discussion</i></p>
<p>10. The Applicant shall pay for the following:</p> <ul style="list-style-type: none"> <li>a. The City's costs associated with the acquisition of new water right(s) to serve the development's domestic (and limited residential irrigation) needs. In the alternative, the Applicant could acquire the required permit(s) and transfer the permit(s) to the City.</li> <li>b. The City's costs to modify the places of use of existing municipal water rights to include the development.</li> <li>c. The City's engineering review time related to supplying water to the development.</li> <li>d. Operational costs of the booster pump station until there are enough connections in the development to make the operation self-supporting. <b>(SPF Conditions 3 and 4)</b></li> </ul>	<p><i>Council Discussion</i></p>

<p>11. A separate irrigation system to be used for the irrigated portions of the development shall be constructed by the developer, and shall be owned and operated by the City of Hailey. The separate irrigation system shall have a metered charge different from the potable water system, as determined by applicable city ordinance and resolution.</p>	<p><i>Council Discussion</i></p>
<p>12. The development be required to connect to the City of Hailey wastewater system with the following conditions:</p> <ul style="list-style-type: none"> <li>a. 90% of the cost of upgrading the Fox Acres Rd pipeline should be borne by the developer.</li> <li>b. Either a replacement of the existing sewer line in Woodside Blvd or in an alternative location should be at the developer's expense.</li> </ul>	<p><i>Council Discussion</i></p>
<p>13. The Applicant shall construct a reclaimed water system which may be connected to the separate irrigation system within the development. The ponds proposed on the golf course may be used for storage of reclaimed water.</p>	<p><i>Council Discussion</i></p>
<p>14. The reclaimed water line should be constructed in the most beneficial location as determined by the City. Any appurtenances to the main reclaimed water line to properties other than the development should be borne by the City of Hailey. The Applicant may participate in a cost sharing arrangement with the City to pay for the new reclaimed water line to be determined by an annexation agreement.</p>	<p><i>Council Discussion</i></p>
<p>15. The priority of irrigation uses shall be as follows: golf course first, parks second and individual lots third. The annexation agreement shall specify terms and conditions of the priority of irrigation uses.</p>	<p>No longer applicable</p>

<b>TRAFFIC</b>	
16. The Applicant shall install the proposed off-site improvements within the Deerfield subdivision (i.e., raised intersections and additional stop signs on Buckhorn Dr., speed humps, and striped bike lanes) in accordance with City Standards and upon final design approval by the City Engineer. Pedestrian Activated Lights may also be required but only after further study. <b>(P&amp;Z Condition 12 modified)</b>	Still applicable
17. The Applicant shall install intersection improvements as identified in the traffic impact study, in accordance with City Standards and upon final design approval by the City Engineer. <b>(P&amp;Z Condition 13)</b>	Still applicable
18. The Applicant shall install the proposed improvements to Fox Acres Rd, in accordance with City Standards and upon final design approval by the City Engineer. If a roundabout is found to be infeasible by the city, then a right turn lane on Woodside Blvd at the intersection with Fox Acres Rd shall be installed. <b>(P&amp;Z Condition 14 modified)</b>	Still applicable
19. The Applicant shall install traffic calming, street design, bicycle facilities and sidewalks on Quigley Road and on Bullion Street and Croy Street from Eighth Avenue to the Wood River Trail, as determined by the City and in accordance with City Standards, including forthcoming Complete Streets standards, and upon final design approval by the City Engineer. The Applicant may participate in a cost sharing arrangement with the City to pay for the improvements to Bullion and Croy streets to be determined by an annexation agreement. <b>(P&amp;Z Condition 15 modified)</b>	Still applicable
20. The Applicant shall construct transit related infrastructure on-site, in accordance with the needs and standards identified by the Mountain Rides Transportation Authority, including but not limited to bus stops with pull outs, bus shelters, bike racks at bus stops, signage, and pedestrian linkages to bus stops. <b>(P&amp;Z Condition 16 modified)</b>	Still applicable

<p>21. The extension of Fox Acres (from the current City limits to the public land to the east) and the extension of Quigley Road to the entrance of Large Block Parcel 1 shall be dedicated to City and maintained by the City. <b>(P&amp;Z Condition 18)</b></p>	<p>Still applicable; parcel numbers should be adjusted</p>
<p>22. All roads within Large Block Parcel 1 shall be dedicated to the public and maintained by the city, except the alleyways in Parcel 1 shall be private. Each of the non-collector or smaller roads and cul-de-sacs within Large Block Parcels 2-6 shall be private. The alleys in Parcel 1 and the non-collector or smaller roads and cul-de-sacs within Large Block Parcels 2-6 shall be platted with easements for utilities and public access and shall be maintained by the owners of the lots through a homeowner's association <b>(P&amp;Z Condition 19 modified)</b></p>	<p>Still applicable; parcel numbers should be adjusted</p>
<p>23. All private roads shall be a platted as a separate parcel, platted as public access and provide future connectivity if determined necessary by the City of Hailey. <b>(P&amp;Z Condition 20)</b></p>	<p>Still applicable</p>
<p>24. Cul-de-sacs within the development shall be connected by shared use pathways as determined necessary by the City of Hailey and shall be constructed in accordance with City Standards, subject to final approval by the City Engineer. <b>(P&amp;Z Condition 21 modified)</b></p>	<p>Still applicable</p>
<p>25. Antler Drive shall provide pedestrian and bicycle connection to the new development and shall be constructed in accordance with City Standards, subject to final approval by the City Engineer. <b>(P&amp;Z Condition 22 modified)</b></p>	<p>Still applicable</p>
<p>26. The Applicant shall construct a 10' wide separated shared use path from the high school to eastern boundary of Large Block Parcel 4, as shown on the Site Master Plan, in accordance with City Standards and AASHTO guidelines. <b>(P&amp;Z Condition 23 modified)</b></p>	<p>Still applicable; parcel number should be adjusted to E</p>
<p>27. A secondary emergency access shall extend east of Parcel 1 on the north side through Parcel 6. This secondary emergency access shall be platted with an easement for emergency access, shall be constructed in accordance with applicable standards under the International</p>	<p>Should reflect the road being a secondary access open to the public.</p>

<p>Fire Code and shall be maintained and kept open to allow year round access. <b>(P&amp;Z Condition 24 modified)</b></p>	
<p>28. If a design is determined to be feasible by the city within the existing right-of-way the Applicant shall install a roundabout at Croy St, 8<sup>th</sup> Ave and Eastridge Dr, in accordance with City Standards and upon final design approval by the City Engineer.</p>	<p>Still applicable</p>
<p>29. Access to the development from Quigley Road shall be maintained and the Applicant shall install the recommended design measures within the lower canyon portion of the development and Quigley Road in accordance with City Standards, subject to final design considerations and final approval by the City Engineer.</p>	<p>Still applicable</p>
<p><b>TRAILS, PARKS, OPEN SPACE AND HILLSIDE AREAS</b></p>	
<p>30. The Applicant shall build all trails and designated public parks on the development consistent with the Site Master Plan and in accordance with City Standards. Easements for the trails for public access, construction and maintenance shall be granted to the City. The parks shall be dedicated to the city. All trails shall be constructed during Phase 1 of development. Improvements to the parks shall include but are limited to turf, irrigation systems, play equipment and signing and shall be reviewed through the subdivision or PUD process with recommendation by the Hailey Parks and Land Board. <b>(P&amp;Z Condition 26 modified)</b></p>	<p>Still applicable</p>
<p>31. The Applicant shall construct one or more active playing fields in accordance with Hailey's Subdivision Ordinance. The type of field(s) shall be based on a community demand assessment reviewed by the Hailey Parks and Lands Board and on recommended space requirements specified in the Facility Development and Space Guidelines of the Hailey Parks, Lands and Trails Master Plan Standards and Guidelines. <b>(P&amp;Z Condition 25)</b></p>	<p>Still applicable</p>

<p>32. All public parks (31.1 acres proposed) and public open spaces above the proposed trail on the north side of the canyon shall be dedicated to the City and open to the public, except the Community Garden, which will be dedicated to the HOA. <b>(P&amp;Z Condition 30 modified)</b></p>	<p>Still applicable. There are conflicting policy considerations for this condition. On one hand, it would be more consistent with past practice to also dedicate the open space on the south side of the canyon to the city. On the other hand, ownership of the open space may create a significant liability to the city. Control over the open space could be achieved through contractual restrictions.</p>
<p>33. The Applicant shall construct single-track dirt trails on the development to the BLM boundary, consistent with the IMBA Trail Solutions plan depicted on the Site Master Plan. <b>(P&amp;Z Condition 27 modified)</b></p>	<p>Still applicable</p>
<p>34. All parks and open space areas dedicated to the city, and pathways shall allow public access. <b>(P&amp;Z Condition 32 modified)</b></p>	<p>Still applicable</p>
<p>35. The Applicant will maintain parks for 2 years following completion and acceptance by the City. After two years the city will take over responsibility of park maintenance. <b>(P&amp;Z Condition 31 modified)</b></p>	<p>Still applicable</p>
<p>36. Snowmobile access on roads within the development shall not be permitted.</p>	<p>Still applicable</p>
<p>37. The golf course clubhouse parking lot shall be signed as public trailhead parking to access the trails on the south facing slopes.</p>	<p>Should be modified to generally address signage for trail heads.</p>
<p>38. Winter use of the trails on "Quigley Hill" (or "Radio Tower Hill") on the northeast side of Quigley Canyon shall be restricted in order to reduce the impact on wintering wildlife. Use of the proposed sledding hill will be allowed.</p>	<p>Still applicable</p>
<p>39. A trailhead for motorized vehicles and trailers shall be provided at the far east end of the development should the trailhead proposed on BLM land not be constructed.</p>	<p>Still applicable</p>

<b>GOLF COURSE AND NORDIC FACILITY</b>	
40. The land occupied by the proposed golf course and Nordic facility shall be deeded to the city. The term and conditions of this condition shall be detailed in the annexation agreement.. <b>(P&amp;Z Condition 28 modified)</b>	Still applicable even though no golf course is proposed to be constructed.
41. The golf course and nordic facility shall remain for public use in perpetuity. In the case the golf course and nordic facility cease operations, or if either facility is not built, the land shall revert to open space. The term and conditions of this condition shall be detailed in the annexation agreement. <b>(P&amp;Z Condition 28 modified)</b>	Still applicable even though no golf course is proposed to be constructed.
42. The golf course shall be built as an Audubon Sanctuary course. The Audubon Sanctuary golf course standards shall be reviewed and approved as part of the final annexation decision by Council. <b>(P&amp;Z Condition 29)</b>	No longer applicable
43. A recreation plan shall be developed and agreed upon by the Blaine County Recreation District, the City of Hailey and the Applicant, including but not limited to, title, lease, and joint fees agreement.	Still applicable even though no golf course is proposed to be constructed.
<b>ANNEXATION AGREEMENT – FEES, PHASING, GUARANTEES</b>	
44. The phasing of the development shall be developed in accordance with the Phasing Plan Summary of the Site Master Plan, unless otherwise agreed by the city to maximize orderly development, and as specified in an annexation agreement. <b>(P&amp;Z Condition 48)</b>	Still applicable
45. Phase 1 shall include: the construction of the eighteen (18) hole golf course with attendant features (golf course, clubhouse, driving range, and maintenance facility); stream rehabilitation subject to applicable city and other governmental approvals; construction of Quigley Road and Fox Acres Road from current city limits to the end of the development following the alignment depicted on the Site Master Plan or as otherwise approved by the City; dedication of the hillside open space; and construction of trails and trail heads. Construction of all park areas and their	Phasing should reflect proposed changes

<p>dedication to the City shall occur during the approved phase the park is located within. <b>(P&amp;Z Condition 49)</b></p>	
<p>46. Development of Phases for the Large Residential Parcels 1 through 6 shall occur in accordance with the conditions and requirements of the city, and all subsequent subdivision approval requirements and findings. <b>(P&amp;Z Condition 50)</b></p>	<p>Still applicable; parcel numbers should be adjusted</p>
<p>47. The Applicant shall pay annexation fees for residential and non-residential uses that impact City services to be determined in a fiscal analysis and as negotiated by the City Council. <b>(P&amp;Z Condition 51)</b></p>	<p><i>Council discussion</i></p>
<p>48. Responsibilities of the Applicant and the future homeowner's association to improve and maintain paths, parks, roads, and open space areas, and other items specified by the City Council shall be established in covenants, conditions and restrictions, and adopted concurrent with subdivision or PUD approval for the development. <b>(P&amp;Z Condition 52 modified)</b></p>	<p>Still applicable</p>
<p>49. The Applicant shall construct the ordinary on-site improvement that relate to all subdivision, PUD and phasing approvals, including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>a. Water and sewer as specified by the city engineer and approved by the City Council;</li> <li>b. Roads, sidewalks, trails and bike paths consistent with the Site Master Plan;</li> <li>c. Undergrounding of utilities (e.g., cable, gas, electric);</li> <li>d. Landscaping of all parks and right-of-ways;</li> <li>e. Intersection street lights; and</li> <li>f. Park improvements consistent with specifications approved by the City Council after duly receiving the recommendations of the Parks Board and Commission. <b>(P&amp;Z Condition 53 modified)</b></li> </ul>	<p>Still applicable</p>
<p>50. The Applicant shall post sufficient security and/or record liens to insure the construction of certain on-site and off-site improvements during certain time periods as specified in an annexation agreement.</p>	<p>Still applicable</p>

**P&Z CONDITIONS NOT PREVIOUSLY DISCUSSED BY CITY COUNCIL**

<p>51. The Applicant shall make dedications and contributions as determined by the Council to ensure no negative fiscal impact to the City and its existing residents. The terms and conditions of the dedications and contributions shall be specified in an annexation agreement. <b>(P&amp;Z Condition 44 modified)</b></p>	<p>Still applicable</p>
<p>52. The annexation agreement will specify the amenities to be provided by the developer, but does not imply approval of a specific design or approval of any other applicable city requirements. <b>(P&amp;Z Condition 45)</b></p>	<p>Still applicable</p>
<p>53. The Applicant shall receive approval of other applicable requirements of the city as a condition of annexation, including but not limited to Planned Unit Development, Subdivision, Design Review, Hillside Alteration and Stream Alteration Permit. <b>(P&amp;Z Condition 46 modified)</b></p>	<p>Still applicable</p>
<p>54. All applicable city standards shall be met unless the city agrees to waivers through the Planned Unit Development (PUD) process. <b>(P&amp;Z Condition 47)</b></p>	<p>Still applicable</p>
<p>55. The Applicant shall, upon annexation, pay to amend various City maps as deemed necessary by the City, including, but not limited to comprehensive plan land use map, annexation legal metes and bounds map to state, and zoning maps. <b>(P&amp;Z Condition 54)</b></p>	<p>Still applicable</p>
<p>56. Building in any area designated as a “red zone” in the “Snow and Avalanche Hazard and Mapping Analysis Quigley Canyon Ranch, Blaine County, Idaho”, Arthur Mears, December 2007 is prohibited and a site specific study and engineered building plans of any building permit in any area designated as a “blue zone” in the “Snow and Avalanche Hazard and Mapping Analysis Quigley Canyon Ranch, Blaine County, Idaho”, Arthur Mears, December 2007 is required. <b>(P&amp;Z Condition 3 modified)</b></p>	<p>Still applicable</p>
<p>57. Hillside areas, defined as slopes which equal or are greater than 15 percent, shall be dedicated</p>	<p>Still applicable</p>

<p>as open space and recreational uses and zoned RGB. <b>(P&amp;Z Condition 4)</b></p>	
<p>58. No buildings on slopes which equal or are greater than 15 percent are permitted. <b>(P&amp;Z Condition 5)</b></p>	<p>Still applicable</p>
<p>59. The Applicant shall contribute 20% of the residential units within the development, as income deed restricted Community Housing. The terms and conditions of the community housing contribution shall be specified in the annexation agreement. <b>(P&amp;Z Condition 6 modified)</b></p>	<p><i>Council discussion</i></p>
<p>60. The Site Master Plan shall comply with city-required Firewise/Wildland-urban interface standards and/or guidelines, as adopted by the city, including designation of enforceable fire resistant landscaping and building materials. The Applicant shall submit a Fire Plan for approval by the City. Upon approval of a Fire Plan by the City, the Applicant shall implement said approved plan. <b>(P&amp;Z Condition 7 modified)</b></p>	<p>Still applicable</p>
<p>61. Prior to construction, a construction management plan shall be filed with the City that designates travel routes for large vehicles and depicts staging areas and other details specific to the development. <b>(P&amp;Z Condition 9)</b></p>	<p>Still applicable</p>
<p>62. Undeveloped areas shall be zoned RGB. <b>(P&amp;Z Condition 11)</b></p>	<p>Still applicable</p>
<p>63. Wildlife migration corridors throughout the development, in the locations specified on the Wildlife Corridor map, shall be a minimum width of 500 feet. <b>(P&amp;Z Condition 33 modified)</b></p>	<p><i>Council discussion; portion of corridor narrowed.</i></p>
<p>64. The recommendations of the Applicant's wildlife biologists shall be implemented, unless otherwise determined by the City. <b>(P&amp;Z Condition 34)</b></p>	<p>Still applicable</p>
<p>65. The Applicant shall contribute to the City for a future fire station with employee housing in an amount determined through the fiscal impact analysis, with the terms and conditions specified in an annexation agreement. <b>(P&amp;Z Condition 41 modified)</b></p>	<p>Still applicable</p>

66. The Applicant shall contribute land and/or a dollar amount for a future school facility determined through the fiscal impact analysis to be determined by an annexation agreement. <b>(P&amp;Z Condition 42 modified)</b>	Still applicable
67. The Applicant shall contribute to the Hailey Public Library in an amount determined through the fiscal impact analysis, with the terms and conditions specified in an annexation agreement. <b>(P&amp;Z Condition 43 modified)</b>	Still applicable

# Public Works Memo

**To:** Beth Robrahn, Community Development Director  
**CC:** Heather Dawson, City Administrator  
Ned Williamson, City Attorney  
**From:** Tom Hellen, Public Works Director/City Engineer  
**Date:** August 23, 2011  
**Re:** Quigley Annexation Proposal Review

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I have reviewed the revised plans submitted for the Quigley Canyon annexation and have the following comments. I have also attached a spreadsheet prepared by SPF Water Engineering (SPF) addressing both water infrastructure as well as water rights issues. My comments will correspond with the proposed agreement paragraphs.

#### Paragraph 6 – Sewer and Water Service:

The developer is requesting septic systems be allowed on properties greater than 1 acre in size at the far eastern end of the development. This would be allowed by the Health District and DEQ under current regulations but would require a revision of City Ordinance as septic systems are not allowed within city limits. I do have some concerns with this and the proposed location of the municipal well which can likely be solved with a relocation of the well site.

The developer proposes to accept from the City separate irrigation water; surface, groundwater or reclaimed water; but makes no provision for installing a separate irrigation system in their proposal.

The installation of an overall water distribution system would require specific elements such as a pressure reducing station and a booster pump station (including multiple pumps). These are not specifically addressed in the proposed agreement but would be a requirement of final engineering plans. Another consideration is the value of the Quigley water storage tank providing both peak day demand and fire protection capacity. The SPF spreadsheet makes the case for recovering this cost from the developer.

#### Paragraph 9 – Roads and Streets:

Exhibit "F" shows proposed street sections for the development. While they don't adhere to the street sections we currently have as standards, the standards could be amended to include other options. I would be willing to work with the developer on this issue. I do have concerns that the proposed sections with less than 50' of

ROW could present problems with future maintenance. The developer also proposes a gravel street section as the secondary collector street with dedication to the city for repair and maintenance. City standards require streets to be paved. I would not recommend accepting maintenance on this essentially sub-standard street. The developer does note that the proposed alleys would not be the city's responsibility which should mean that snowplowing is not a city function here.

Paragraph 10 – Off-Site Public Improvements:

The street improvements were previously a part of the developer's proposal based upon the traffic study conducted with less homes and a golf course. While I do not expect a substantial revision to the traffic study, despite the increased number of dwelling units proposed, I would recommend it be updated to confirm this. Based upon our recent bidding experiences I would also recommend an independent estimate of these proposed improvements to ensure their correctness. I would also like to see a cost sharing of the roundabout at Fox Acres and Woodside Blvd included in this agreement as it is unclear on Exhibit "I" if that is the case.

The developer proposes a municipal well be developed at the eastern end of the property with a cost sharing arrangement with the city. The developments estimated average day demand is 400 gallons per minute (gpm) which they propose using in the cost sharing agreement. SPF Water Engineering's suggestion is to use their maximum day demand at 745 gpm is calculating the cost share agreement for the well construction costs. The developer also proposes that the value of the well site be deducted from the costs of the well installation. Given the location of the well site in what appears to be open space I would question the actual value of this property and recommend this be negotiated with the developer.

Following the sale of the 150<sup>th</sup> lot the developer commits to participating in the construction of a new sewer line down the bike path to relieve the Woodside Blvd trunk line with a contribution of \$1,500,000 to the cost. The time frame is acceptable as there is enough capacity in the Woodside Blvd trunk line until the 150<sup>th</sup> home is constructed. I would recommend, on this item as well as all other off-site improvements, that the costs be tied to the Construction Cost Index published by the Engineering News Record magazine.

Paragraph 12 – Appurtenant Water Rights:

The developer has proposed transferring their water rights to the city upon approval of the first development phase subdivision final plat in lieu of any annexation fees. SPF Water Engineering has reviewed this proposal and has some questions as to the true value of these water rights to the city. The value of the water will be dependent on future use by the City of Hailey. Possible uses include (1) irrigate lawns and landscaping in the development, (2) irrigate open land conveyed to the City by Quigley (even if the open land is returned to natural habitat open space, it will require irrigation during the transition to establish natural grasses, shrubs and trees), (3) irrigated agriculture (Quigley proposes continued agriculture use during development), (4) transfer of groundwater rights to the City's municipal water right portfolio to provide irrigation within the City's service area, (5) conversion of the

groundwater rights to municipal use, (6) use of the Quigley Creek rights for mitigation, etc. They have recommended that an appraisal of these water rights be undertaken before we agree to this request. This also addresses my earlier comments regarding the lack of a proposed irrigation system by the developer. Whether any remaining water right not used for irrigation could be used for mitigation of conjunctive management requirements is not known at this time. The unknown answers to the water rights issue is the reason why an independent appraisal is recommended.

#### Fiscal Study

During the previous annexation hearings there was a financial impact study prepared by Richard Caplan & Associates and reviewed by city staff. This study was redone in December, 2010 and reviewed again by city staff. This restudy changed the parameters considered in the initial study, most notably projecting a 15 year build-out instead of the initial 10 year build-out. The restudy projected an annexation fee of \$3,352,472 although a more thorough review of the financial impact is recommended. The developer has stated that he feels the value of the water rights outweighs the annexation fee impact noted in the study and therefore no annexation fee should be required. As stated previously I would recommend an appraisal of the water rights value before accepting this conclusion.

*Hailey Fire Dept.  
617 S. Third Street  
P.O. Box 1192  
Hailey, Idaho 83333*



*Capt. Michael Baledge  
Fire Marshal  
Office: 208-788-3147  
Fax: 208-788-0279  
E-mail:  
mike.baledge@haileycityhall.org*

August 3, 2011

The Hailey Fire Department has received a plan for the development of the Quigley Canyon area. There are several concerns with this project due to it being in an area that could sustain considerable damage if a wildland fire were to occur in that area.

The City of Hailey has adopted the 2009 Wildland-Urban Interface Code in order to properly develop the areas that are designated as urban interface areas by the City. Some of the issues with this plan are directly related to this code. These issues will need to be resolved before the Fire Department and the City can approve this project.

- The landscape of the project has changed from a golf course to sustainable agriculture. This creates a different fuel for wildland fires. Instead of green grass that is mowed and maintained, it will be possibly range land or agricultural crops that could include tall dry brush and grasses that could contribute to faster moving fires.
- The homes in the area will be required to be built to certain ignition resistant standards. The level of resistance is determined by location of the home, access, grade, water supply, and surrounding fuel load. Due to a complete set of scalable plan not being submitted that did not provide any detail to grade of the roads, slope of the terrain, available firefighting water etc., we are unable to determine what those requirements will be.
- We have concerns as to the density of homes in blocks A, B and C. the homes appear to be close together which could create the issue of fire being easily spread from one house to the other. This factor could increase with the addition of landscaping features.
- Some of the homes will be required to have defensible space surrounding them. The size of that area can be determined with a scalable set of plans. The question is who is responsible for maintaining the space? It is usually up to the property owner or home owners group to do this. If the area that surrounds the development is owned by the city, would then the city be responsible for the maintenance.
- The homes located in blocks D, H exceed the amount of homes allowed on a single access road by City Ordinance.

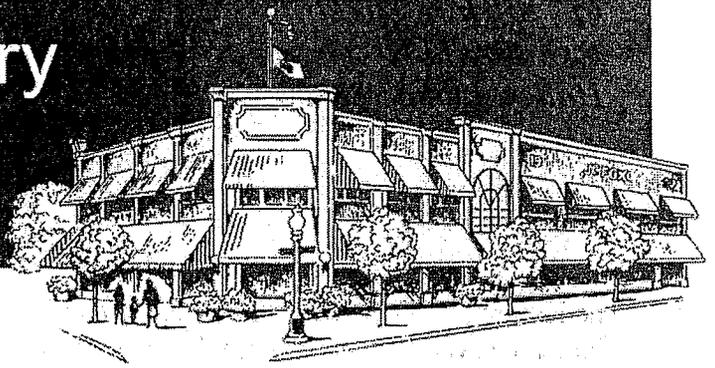
The standards for development in wildland areas are in place to protect lives and property. As we expand our city and develop into these canyons and other designated wildland areas we must ensure that these new subdivisions are held to these standards to increase the safety of our citizens and assist in the protection of these properties.

Mike Baledge  
Fire Marshal  
City of Hailey.

# Hailey Public Library

7 West Croy Street  
Hailey, Idaho 83333

Tel: (208) 788-2036 Fax: (208) 788-7646



August 19, 2011

TO: Beth Robrahn

FROM: LeAnn Gelskey

RE: Quigley Staff Report

In an effort to determine the impact of Quigley Canyon development to the Hailey Public Library, I relied on standards formulas set forth by the Wisconsin Public Library as the State of Idaho currently does not offer any library standards.

I utilized a space needs worksheet to figure impact. I have attached a copy of that worksheet. I started with the proposed 444 units multiplied by the 2.5 estimated household figure that you provided. That equals 1110 potential residents. This is the number I used for the design population. The rest of the figures are based on the library's current collection space, reader seating space, staff work space and meeting room space. The second page includes special use space and nonassignable space.

After doing more research, I found that a former director had completed a similar impact study when the city was involved with the Cutter's project. I have included a copy of her formula that also utilized the above worksheet, etc. Her report was submitted in 2006.

Using the combined methods, I have determined that the total impact fees for the library would be \$328,560.

**Hailey Public Library  
Impact Fee Needs Assessment—Quigley  
August 2012**

Library square footage	Extra needed X cost per square foot
Library equipment	Current value per person X expected population
Collection	Extra needed X average price per item
Technology (Include hardware, systems, software, and setup)	1 computer per 440 person
Staff hours	Staff needed X Salary and benefits

Total divided by the addition of households/population is the cost per dwelling unit.

In 2006, it was determined that the cost per dwelling, using the above formula, was \$740. Using this figure multiplied by the possible 444 Quigley units would be \$328,560.

Van House, Nancy A., et al. *Output Measures for Public Libraries: A Manual of Standardized Procedures*. 2nd ed. Chicago: American Library Association, 1987.

*Quigley*

-TOP-

Appendix D: Space Needs Worksheet

NOTE: An Excel workbook based on this worksheet is also available.

**Design population**

- a. Current population of the municipality / primary service area:
- b. Projected population of the municipality / primary service area:
- c. Estimate of nonresident service population
- d. Design population (b+c)

1110 -  
 ↓  
1110 -

**Step 1: Collection space**

- a. Books
- b. Periodical (display)
- c. Periodical (back issues)
- d. Nonprint *Audio Video*
- e. Digital resources
- f. Total (a+b+c+d+e)

37,362 volumes ÷ 10 = 3736 sq.ft.  
84 titles ÷ 1 = 84 sq.ft.  
 \_\_\_\_\_ titles x 0.50 = \_\_\_\_\_ sq.ft.  
 x \_\_\_\_\_ yrs retained  
2505 items ÷ 10 = 250 sq.ft.  
12 terminals x 50 = 600 sq.ft.  
4670 sq.ft.

**Step 2: Reader seating space**

- a. 57 seats x 30

1710 sq.ft.

**Step 3: Staff work space**

- a. 9 stations x 150 (list specific work stations on reverse)

1350 sq.ft.

**Step 4: Meeting room space**

- a. General meeting space
- b. Conference room space
- c. Storytime space
- d. Total (a+b+c)

\_\_\_\_\_ seats x 10 (plus 100 sq.ft. for speaker) = \_\_\_\_\_ sq.ft.  
49 seats x 25 = 1225 sq.ft.  
24 seats x 10 (plus 50 sq.ft. for speaker) = 290 sq.ft.  
1515 sq.ft.

**Step 5: Special use space**

a. Collection space (from 1.f)	<u>4670</u> sq.ft.
Reader seating space (from 2.a)	<u>1710</u> sq.ft.
Staff work space (from 3.a)	<u>1350</u> sq.ft.
Meeting room space (from 4.d)	<u>1515</u> sq.ft.
b. SUBTOTAL 1	<u>9245</u> sq.ft.
c. Divide Subtotal 1 by 6 (for a minimum allocation), by 5 (for a moderate allocation), or by 4 (for an optimum allocation)	<u>1541</u> sq.ft. - min. <u>1849</u> - mod. <u>2311</u> - opt.

**Step 6: Nonassignable space**

a. Subtotal 1 (from 5.b)	<u>9245</u> sq.ft.
Special use space (from 5.c)	<u>1541</u> sq.ft. - min.
b. SUBTOTAL 2	<u>10,786</u> sq.ft.
c. Divide Subtotal 2 by 4 (for a minimum allocation, or by 3 (for an optimum allocation)	<u>2,697</u> sq.ft.

**Step 7: Putting it all together**

a. Collection space (from 1.f)	<u>4670</u> sq.ft.
b. Reader seating space (from 2.a)	<u>1710</u> sq.ft.
c. Staff work space (from 3.a)	<u>1350</u> sq.ft.
d. Meeting room space (from 4.d)	<u>1515</u> sq.ft.
e. Special use space (from 5.c)	<u>1541</u> sq.ft.
f. Nonassignable space (from 6.c)	<u>2697</u> sq.ft.
g. GROSS AREA NEEDED (a+b+c+d+e+f)	<u>13,483</u> sq.ft.

8,000 current  
5,483 difference  
~\$5 / per person

\$5,550 annexation

**Staff work stations**

List here the staff work stations tallied and reported in Step 3:

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RECEIVED  
JUN 23 2011

CITY OF HAILEY

ANNEXATION AND DEVELOPMENT AGREEMENT  
(Quigley Canyon)

THIS ANNEXATION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF HAILEY, IDAHO**, a municipal corporation ("City"), and **QUIGLEY GREEN OWNER LLC**, a Delaware limited liability company ("Owner").

RECITALS:

- A. Owner owns a certain parcel of real property containing approximately 912 acres in the unincorporated area of Blaine County, Idaho, which is situated adjacent and contiguous to current municipal boundary of the City. Said parcel is described more particularly on **Exhibit "A"** hereto, and is hereinafter referred to as the "Property".
- B. City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to annex property contiguous to its boundaries, and to zone and enforce zoning within the boundaries of any property so annexed, and the power to contract for the terms and conditions under which it shall be annexed and developed.
- C. Owner has developed a preliminary conceptual master plan for the development of the Property, with a maximum residential density of 444 residential units, described and more particularly depicted on the Block/Phasing Diagram attached hereto as **Exhibit "D"** ("Large Block Plat") and on **Exhibit "B"** hereto, hereinafter referred to as the "Master Plan".
- D. Owner desires that the Property be annexed by the City, and developed in phases generally complying with the Master Plan, and in furtherance of that desire the Owner has filed, or within thirty (30) days from the date hereof, will file the following applications, which applications are hereinafter collectively referred to as the "Pending Applications":
  - (i) A voluntary petition for annexation of the Property by the City, pursuant to the provisions of Idaho Code § 50-222 and City Ordinance No. 889 ("Annexation Petition").
  - (ii) An application for various City zoning classifications to be imposed upon the Property upon its annexation, as depicted on the Zoning Diagram attached as **Exhibit "C"** hereto ("Zoning Application").
- E. It is the intent of the parties hereto that this Agreement, and the terms and conditions set forth hereinafter, shall detail and provide for the manner in which the Pending Applications shall be processed by the City and the Property, if annexed by the City, shall thereafter be developed.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Term. This Agreement shall be and become effective on the date hereof, and shall continue in effect until and unless terminated, Owner's pending Annexation is withdrawn by the Owner or denied by the City, or upon the mutual written agreement of the parties hereto.

2. Binding Effect. This Agreement shall be binding upon, and benefit, the parties hereto and their respective successors and assigns, including all succeeding record title owners of the Property; provided, however, that purchasers of individual residential lots or townhouse sublots within any development phase subdivision plat approved by the City, and the lot or sublots purchased by them, shall not, unless otherwise expressly agreed, be subject to this Agreement.

3. Pending Applications. Within ninety (90) days from the date hereof, or such longer period as may be mutually agreed to by the parties, the City shall approve, approve with conditions, or deny Owner's Annexation Petition. In the event said Annexation Petition is approved, with or without conditions, the City shall without delay, prior to publication, consider such amendments to its Zoning Ordinance as may be required to accommodate the lot sizes depicted on the Master Plan, and process the Owner's Zoning Application for the Property.

4. Phased Development. City agrees that development of the Property may be done in a phased manner substantially consistent with the Master Plan, the timing of which phases shall be determined by the Owner. Each development phase shall commence with an application by the Owner to resubdivide one or more blocks shown on the Large Block Plat, which shall be processed consistent with the terms and conditions of this Agreement. Without limitation to the foregoing, it is understood and agreed by the Owner that the total residential development of the Property shall not exceed 444 lots ranging in size from four thousand (4,000) square feet to individual lots exceeding four (4) acres in gross area, substantially consistent with the Master Plan. Unless mutually agreed to the contrary by the parties, all applications filed with the City related to each phase of development for the Property during the term of this Agreement shall be processed and evaluated pursuant to the provisions of this Agreement; the terms and conditions contained in approvals of the Pending Applications; and the City's land use ordinances and regulations, as written and in effect on the date of the Property's annexation, specifically including, but not limited to, the Hailey Zoning Ordinance and the Hailey Subdivision Ordinance. Until such time as any block included on the Large Block Plat has been subdivided as a development phase in the manner herein provided for, it may continue to be used for agricultural purposes at the option of the Owner.

5. Infrastructure Financing. To facilitate financing for qualified infrastructure components in each development phase, the City agrees, upon request of the Owner, to consider, in good faith, the formation of Local Improvement Districts (Idaho Code § 50-1701, et seq.). Owner acknowledges that such financing mechanisms will require additional City approvals and compliance with applicable provisions of Idaho Code, neither of which are guaranteed, or hereby committed to, by the City.

6. Sewer and Water Service. The City agrees to serve each approved platted development phase of the Property with adequate sewer and water services in the same manner, and to the same extent and cost, as the same are made available to all other properties within the city of Hailey. Without limiting the foregoing, the Owner agrees, for the purpose of irrigating any common areas contained in any development phase on the Property, to accept in lieu of potable water from the City, irrigation water from separate City groundwater or surface water sources, or from treated effluent from the City's sewer facilities, provided such effluent is duly approved for that use by the Idaho Department of Environmental Quality, and provided further that such effluent does not require additional facilities or infrastructure, and is delivered at the same or lesser price per gallon as potable water. Except as expressly provided for herein, the City shall not impose upon the Owner, or require the Owner to contribute to the cost of, any off-site water or sewer facility improvements, with the exception of required participation, consistent with all other property owners in Hailey, in water and sewer facility improvements financed by bonded indebtedness incurred by the City. Further, on residential lots exceeding one (1) acre in size and subject to complying with all applicable regulations of the South Central Health District and the Idaho Department of Environmental Quality, the City shall permit on-site septic systems.

7. Design Flexibility. Each development phase of the Property shall be substantially consistent with the Master Plan and this Agreement, including all exhibits attached hereto; provided, however, that the City shall provide Owner reasonable design flexibility in each development phase.

8. Blaine County School District. To mitigate possible impacts which development of the Property may have on the school facilities owned and operated by the Blaine County School District ("District"), the Owner agrees, on or before the City's approval of the final plat for the first phase of development of the Property, to offer the District the right to purchase a specified elementary school site on the Property, pursuant to a contract in the form, and on the terms, set forth in **Exhibit E**" hereto. Should the District fail or refuse to enter into said contract within thirty (30) days after it has been presented to it by the Owner, or fails thereafter to duly exercise the option to purchase set forth therein, the offer and contract shall terminate, and no further mitigation of potential impacts to the District shall be required from the Owner as a result of the Property's annexation or development.

9. Roads and Streets. Roads and streets proposed for the Property, to be built in development phases as required, shall be located, sized and constructed in compliance with the standards set forth on **Exhibit "F"** attached hereto; provided, however, that the exact location of the roads shall be determined at the time the subdivision plat for each development phase is submitted to the City for approval. With the exception of alleys, all roads and streets shall, upon completion, shall be dedicated by the Owner to the City, and thereafter be controlled, repaired and maintained by the City as public streets.

10. Off-Site Public Improvements. To mitigate for impacts the development of the Property may have on certain public facilities and to assure adequate public services to the Property, the parties hereto agree as follows:

- (a) The City agrees to undertake the street improvements described below, and, provided such improvements are completed by the City within the time

frames specified herein, the Owner shall participate in the costs reasonably incurred therefor, in the percentages, and up to the maximum amounts, set forth for each:

- (i) To pay to the City seventy-five percent (75%) of the costs reasonably incurred by the City to make certain improvements to Quigley Road, Croy Street and Bullion Street, which improvements are set forth more particularly in **Exhibit "G"** attached hereto; provided, however, that Owner's participation shall not exceed \$225,000. Payment of said share of the costs incurred shall be contingent upon prior approval of the final plat of Owner's resubdivision of Block D of the Large Block Plat by the City, and the completion of such improvements within one (1) year after such plat approval.
  - (ii) To pay to the City twenty-five percent (25%) of the costs reasonably incurred by the City to make certain improvements to Deerfield Neighborhood, which improvements are set forth more particularly in **Exhibit "H"** attached hereto; provided, however, that Owner's participation shall not exceed \$37,500. Payment of said share of the costs incurred shall be contingent upon prior approval of the final plat of Owner's resubdivision of Block C of the Large Block Plat by the City, and the completion of such improvements within one (1) year after such plat approval.
  - (iii) To pay to the City ninety percent (90%) of the costs reasonably incurred by the City to make certain improvements to Fox Acres Street, which improvements are set forth more particularly in **Exhibit "I"** attached hereto; provided, however, that Owner's participation shall not exceed \$540,000. Payment of said share of the costs incurred shall be contingent upon prior approval of the final plat of Owner's resubdivision of Block A of the Large Block Plat by the City, and the completion of such improvements within one (1) year after such plat approval.
- (b) Owner agrees to pay a portion of all costs, with the exception of the well site acquisition cost, which the City reasonably incurs for the development of a new municipal water well on the Property, the location and specifications for which are attached hereto as **Exhibit "J"**. The amount of the Owner's financial participation shall be determined by multiplying all costs so incurred by the City by a fraction, the numerator of which shall be 400 gallons per minute, and the denominator of which shall be the design capacity of the well, measured in gallons per minute. Payment of the Owner's portion of said costs shall be credited with the fair market value of the well site, determined by a qualified appraiser mutually agreed upon by the parties and engaged by Owner, with the balance thereof payable in full within sixty (60) days after the City provides the Owner with adequate evidence of all costs incurred for the well. The well site shall be conveyed to the City prior to the

commencement of the well development, but only after the appraisal of its fair market value has been completed and distributed to the parties. Costs incurred for the appraisal shall be borne equally by the parties.

- (c) Within one (1) year after the Owner has sold the 150<sup>th</sup> residential lot approved for the Property, or at such earlier date as the City reasonably determines it is necessary due to sewer line capacity constraints, the Owner and the City shall undertake the relocation of the City's Woodside Trunk Sewer Line to the right-of-way of the City's existing bicycle path route in the manner described on **Exhibit "K"**, or along such other route as the City shall specify; provided that the City, at its sole cost, shall provide the necessary right-of-way easement for any such relocation of the Woodside Trunk Sewer Line. The project shall conform to plans prepared or approved by the City, and shall, at the option of the City, be contracted for and completed by either the City or the Owner, and all costs reasonably incurred therefor, including all engineering, construction and related costs shall be paid for by the Owner, not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000), with the balance, if any, paid for by the City.

11. Dedicated Open Space: The Property includes certain open space parcels which the Owner agrees to dedicate and convey to the City, which areas are identified on the Zoning Diagram attached hereto as Exhibit "C" as Hillside and Trail Areas (totaling approximately 545 acres) and Public Park Land / Nordic Area / Possible Future Golf Course / Agriculture (totaling approximately 94 acres). Upon approval of the final plat for each development phase, the Owner shall dedicate and convey to the City, and the City shall accept, free of liens and encumbrances, with the exception of any City assessments or liens, and those set forth herein, mutually agreed upon portions of said public open space parcels. The City's use of said open space parcels shall, by deed restriction, restrictive covenants or as otherwise determined by the Owner, be subject to the following restrictions:

- (a) No residential, commercial or industrial uses or improvements shall be installed or maintained on said open space tracts, with the exception of two (2) buildings, not exceeding 5,000 square feet each, constructed in accordance with design guidelines approved by the Owner, which shall be operated in connection with open, outdoor recreational activities, including such improvements as a golf course or Nordic skiing clubhouse, including restaurant and normal "pro shop" activities; provided that any such buildings or structures shall be set back at least 200 feet from any areas of the Property planned for residential lots, as depicted on the Master Plan.
- (b) No hunting or firearm activities shall be permitted, and no motorized vehicle sports such as motorcycling, ATVs or snowmobiles shall be allowed except on dedicated public roads or as otherwise designated by Owner; provided, however, that the provisions of this subsection shall not apply to Nordic track snow grooming equipment or maintenance equipment for other recreational amenities.

- (c) Outdoor recreational facilities may be developed, maintained and used on such parcels, including, but not limited to, golf courses, Nordic ski trails, pedestrian and bicycle trails, baseball diamonds, soccer fields, and other active recreational fields, provided that no such uses may be lighted without the written consent of the Owner.

12. Appurtenant Water Rights. All water rights currently appurtenant to the Property shall be transferred and conveyed to the City on or before the approval of the final subdivision plat for the first development phase. Said water rights, described more particularly in **Exhibit "L"** hereto, shall be transferred and conveyed without any warranty by the Owner, expressed or implied, and all costs incurred in transferring ownership or otherwise amending the rights shall be the obligation of the City. Notwithstanding such conveyance, the City agrees to lease back to the Owner, at a nominal rate not to exceed \$1,000 per year, sufficient portions of said rights to permit the continued irrigation of the undeveloped portions of the Property that the Owner determines to use for continued irrigated agricultural purposes; provided, however, that the City shall at all times have absolute priority in using water from Water Right No. 37-19736 for mitigation purposes, to the extent necessary to prevent curtailment of adequate water supplies for the City due to inferior priority dates on other City municipal water rights, including curtailment based upon conjunctive management of groundwater and surface water rights by the State of Idaho.

13. Additional Impact Fees. Except as herein expressly set forth and provided for, neither the Owner, nor any succeeding owner of the Property, shall as a result of the annexation or subdivision of the Property, or its development consistent with this Annexation and Development Agreement, be obligated or required to pay to the City or its order any additional impact fees, annexation fees or similar fees, nor contribute to, participate financially in, or otherwise provide or improve any off-site public facilities owned or operated by the City including, but not limited to, trails, bicycle paths, roads, central sewer system facilities, water supply sources, water treatment and distribution system facilities, and recreational facilities. Nothing contained in this section, however, shall exempt the Owner from the obligation to complete and extend infrastructure and utility services within each development phase as required by the City's Subdivision Ordinance; to pay, at the time of connection, established utility connection fees; and to pay the Development Impact Fees set forth in Title 15 of the Hailey City Code.

14. Remedies. Subject to the provisions of Sections 15 and 16 hereinbelow, in the event either party hereto breaches any term, covenant or condition of this Agreement, the other party shall be entitled to pursue any and all remedies available at law or in equity, and the election of any remedy shall not preclude the pursuit of any other or further remedy so available. Further, the failure of either party to enforce or seek redress for any breach or default by the other party shall not be deemed a waiver of the right to do so upon any subsequent breach or default by said party. Without limiting the foregoing, each party hereto shall be entitled to specific performance for the other's breach of this Agreement, unless cured as provided for in Section 16 hereinbelow. Without limiting the foregoing, Owner shall be entitled to receive for City's breach of this Agreement, unless cured as provided for in Section 16 hereinbelow, all water rights theretofore conveyed by the Owner to the City.

15. Force Majeure. In the event the performance of any covenant to be performed hereunder by either Owner or City is delayed for causes which are beyond the reasonable control of the party responsible for such performance, the time for such performance shall be extended by the amount of time of such delay, not to exceed twelve (12) months. The party claiming such delayed performance

resulting from a force majeure, shall notify the other party within five (5) days of the occurrence of a force majeure event, and shall thereafter use best efforts to mitigate for, or avoid, undue delays in performance.

16. Right to Cure. In the event of a breach of this Agreement, the parties agree that City and Owner shall have sixty (60) days after delivery of notice of said breach to correct the same prior to the non-breaching party seeking any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such 60-day period, if the defaulting party shall commence to cure the same within such 60-day period and thereafter shall prosecute the curing of same with diligence, then the time within which such failure may be cured shall be extended for such period, not to exceed an additional sixty (60) days, as may be necessary to fully cure the default.

17. Miscellaneous.

(a) *Waiver.* A waiver by either party of any default by the other of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies for any subsequent breach of any such or other covenants and conditions.

(b) *Notices.* Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit with Federal Express, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City: City of Hailey  
c/o Planning Director, Planning Dept.  
115 Main Street South, Ste. H  
Hailey, ID 83333  
Phone: (208) 788-4221  
Fax: (208) 788-2924

To Owner: Quigley Green Owner LLC  
Attn: Barry P. Marcus  
50 N. Water Street  
South Norwalk, CT 06854  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Copy: J. Evan Robertson  
Attorney at Law  
P.O. Box 1906  
Twin Falls, Idaho 83303  
Phone: (208) 933-0700  
Fax: (208) 933-0701

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

(c) *Attorney Fees.* Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

(d) *Time is of the Essence.* Subject to the cure provisions of Section 14 hereof, the parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

(e) *Final Agreement.* This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner and City, other than as stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assign, and pursuant, with respect to City, to a duly adopted ordinance or resolution of the City.

(f) *Invalid Provisions.* If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

(g) *Governing Law.* This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

(h) *Authorization.* Each of the parties hereto represents and warrants that it is duly authorized and legally entitled to enter into, and execute, this Agreement.

(i) *Counterparts.* This document may be signed in counterparts.

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, IDAHO,  
A municipal corporation

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: City Clerk

"OWNER"

QUIGLEY GREEN OWNER LLC

By: \_\_\_\_\_  
Barry P. Marcus  
Its: Member

STATE OF IDAHO            )  
  )ss.  
County of Blaine         )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Hailey, the municipality that executed the foregoing instrument, and acknowledged to me that such municipality executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public for said County and State, personally appeared **Barry P. Marcus**, known or identified to me to be the Member of QUIGLEY GREEN OWNER LLC, and acknowledged to me that he executed the foregoing instrument in his capacity as a member of said limited liability company.

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

!r\m\realest\DevAgree\_annex.Quigley 6.23.11

## Beth Robrahn

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**From:** Ned Williamson <wlo@cox-internet.com>  
**Sent:** Thursday, June 23, 2011 12:59 PM  
**To:** Beth Robrahn  
**Subject:** Fw: Quigley annex/City of Hailey  
**Attachments:** 6 23 11 Quigley annex.pdf

FYI

Ned C. Williamson, Esq.  
Williamson Law Office, PLLC  
115 Second Avenue South  
Hailey, Idaho 83333  
Ph. (208) 788-6688  
Fax (208) 788-7901

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**IRS CIRCULAR 230 DISCLOSURE:** To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication, unless expressly stated otherwise, was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matter(s) addressed herein.

**From:** Robin Moore  
**Sent:** Thursday, June 23, 2011 12:16 PM  
**To:** Ned Williamson  
**Subject:** Quigley annex/City of Hailey

Ned ~ attached is a revised Annexation and Development Agreement which incorporates your suggested revisions. We do not have the latest exhibits, but Evan said the City does. If that is not the case, please let me know and I'll try to track them down. I have put the date and "Draft" on the footer so it will be easier for all of us to know which version is being reviewed. If you have any questions or comments, please let Evan know.

Thank you,

Robin

Robin L. Moore  
Paralegal  
Robertson & Slette, pllc  
Attorneys at Law  
134 Third Ave. East  
P.O. Box 1906  
Twin Falls, ID 83303-1906  
Telephone: (208) 933-0700  
Facsimile: (208) 933-0701

# **Final Draft Traffic Impact Study**

**Quigley Canyon Development**

**Prepared for  
Hennessey Company**

**Submitted by  
LOCHNER**

**August 2011**

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## I. INTRODUCTION AND SUMMARY

### A. Purpose of the Report and Study Objectives

The purpose of this report is to assess the effects of the proposed Quigley Canyon Development on the surrounding transportation network and to determine the provisions needed for safe and efficient site access and accommodate traffic flow in the area. The scope of this study is in accordance with Idaho Transportation Department (ITD), "*Requirements for Transportation Impact Studies*", Board Policy B-12-06.

Existing traffic volumes and three horizon years have been analyzed for this study. Phase I of the project is scheduled to be complete in 2013. In 2024, the Quigley Canyon Development is scheduled to be completed. Additionally, traffic in the horizon year of 2029 was analyzed to evaluate anticipated conditions five years after completion of the development.

### B. Executive Summary

#### Location and Study Area

The Quigley Canyon Development is located on approximately 912 acres on the eastern edge of Hailey, Idaho. The project will use Fox Acres Road as a primary access to the proposed development. A secondary access will be constructed on Quigley Drive for local residential access. The following off-site intersections along Fox Acres Road have been analyzed as part of this study:

- Main Street (SH-75)
- Creekside Drive
- Woodside Blvd.
- Eastridge Drive
- Foxmoor Drive
- Wood River High School Driveways (South, Middle, and North)

Additionally, the intersection of Eastridge Drive, 8<sup>th</sup> Avenue and Croy Street was analyzed to evaluate impacts of the Quigley Drive access to the proposed development.

#### Development Description

The proposed Quigley Canyon Development includes 413 detached homes and 28 town homes. The total area of the development is approximately 912 acres.

#### Principal Findings

The results of this traffic analysis indicate Fox Acres Road and Quigley Drive would provide sufficient access to the development. Phase I of the project will not have any significant impacts to the the intersections with the exception of Woodside and Fox Acres. As traffic volumes increase in the study area and the project is completed, the anticipated Level of service (LOS) will deteriorate to an "F" at some of the intersections along Fox Acres Road during peak hours in 2024. The largest increases in delay will occur at the minor legs of the Foxmoor and Creekside intersections and all three legs of the SH-75 and Woodside intersections. The Eastridge/8<sup>th</sup>/Croy intersection will maintain an LOS of A through the year 2024.

Study Area Improvements

To accommodate additional traffic generated by the Quigley Canyon Development, Fox Acres Road could be widened to three lanes, a northbound right turn lane could be added to SH-75, and a northbound left turn lane could be added to Woodside Blvd. All of these improvements can be constructed inside existing right-of-way, with exception of possible minor impacts to private property at intersection corners. In order to achieve acceptable level of service for all intersections throughout the analysis period regardless of the development will require more substantial improvements at over capacity intersections.

Conclusions

The combination of the background traffic growth and traffic from the proposed Quigley Canyon Development will result in a peak hour LOS of "E" or worse for most of the intersections on Fox Acres Road by the year 2019. The most significant impact to traffic will be at the minor legs of the 2-way stop controlled intersections. These conditions will occur with growth of the background traffic alone. With the development, conditions are worsened.

The improvements listed in this study will provide additional travel lanes to significantly improve traffic flow. The additional capacity will provide a similar LOS with development traffic to no improvements with background traffic. Additionally, the LOS would improve for the minor approaches at the Creekside, Eastridge, and Foxmoor intersections. No capacity improvements are needed at the Eastridge/8<sup>th</sup>/Croy; however, the recommended improvements in this study include modifying the control at this intersection to an all-way stop. This will mitigate for the curved approach angle of the south leg.

## II. PROPOSED DEVELOPMENT

### **A. Off-Site Development**

There is no proposed off-site development related to this project.

### **B. Description of On-Site Development**

Land Use and Density

The Quigley Canyon Development is located on approximately 912 acres of land. It includes the following proposed improvements:

**Residential** - 413 individual home building lots ranging from 1/10<sup>th</sup> to 4+ acres in size and 28 townhomes on 225 acres.

Location

The Quigley Canyon Ranch Development is located east of Hailey in Blaine County, Idaho. The proposed development begins at the entrance to Quigley Canyon and extends approximately 2 miles east up Quigley Canyon. See Figure 1 for a location map of the proposed development.

Site Plan

See Figure 2 for a site plan of the proposed development.

Zoning

The proposed property is currently zoned R-5 and A-10. The requested zoning for the project will be RGB for the golf course and open space, GR for the live/work units and town homes, and LR for the remaining residential blocks.

Project Phasing and Timing

Table 1 includes a summary of proposed phasing and corresponding development years for the Quigley Canyon Development.

**Table 1 – Development Phasing**

Phase	Year	Houses	Town Houses/ Live-work Units
1	2013	115	8
2	2015	74	16
3	2017	91	4
4	2019	55	-
5	2021	39	-
6	2022	17	
7	2024	22	
<b>Total</b>		<b>413</b>	<b>28</b>

Figure 1 – Location Map

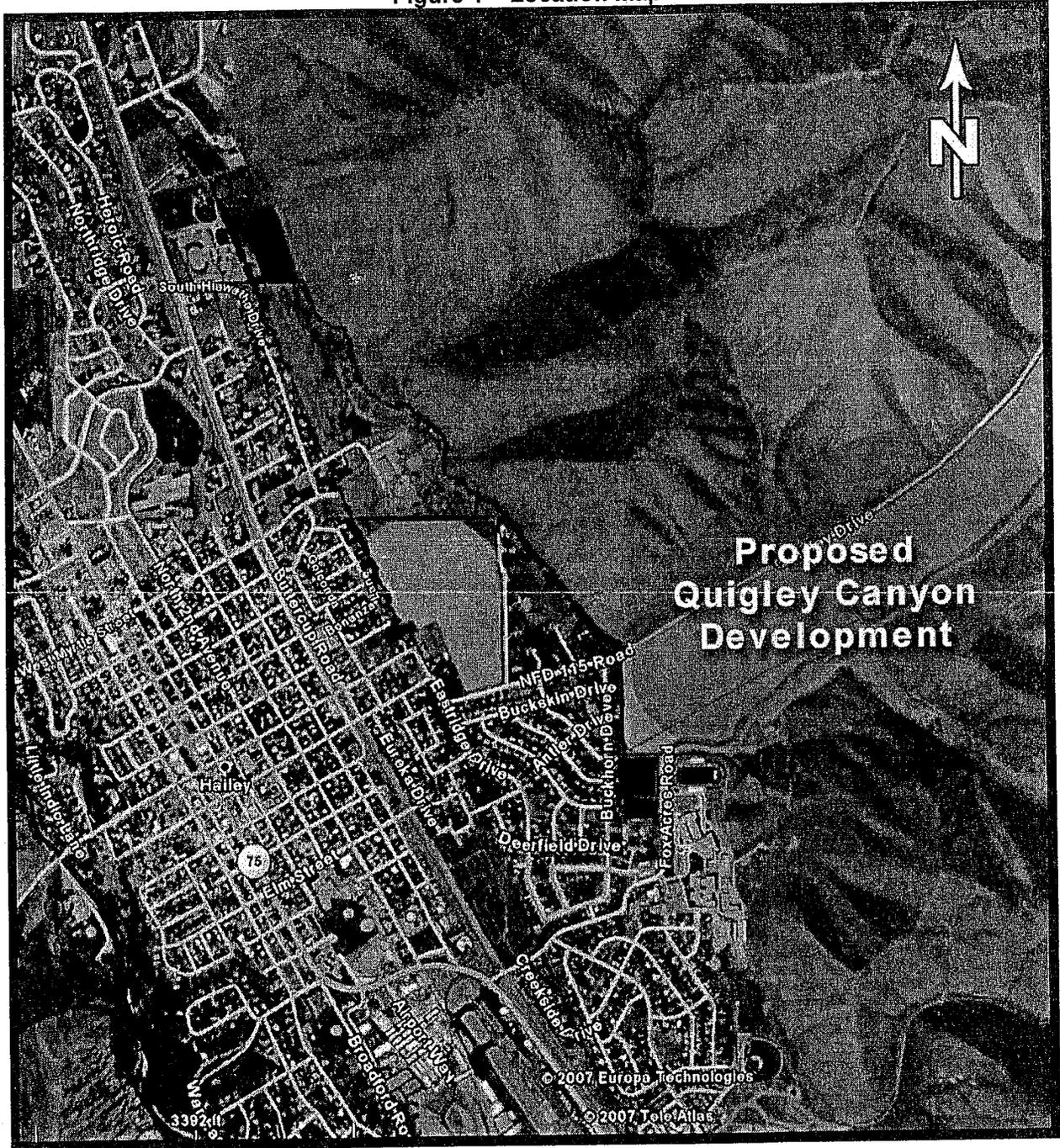
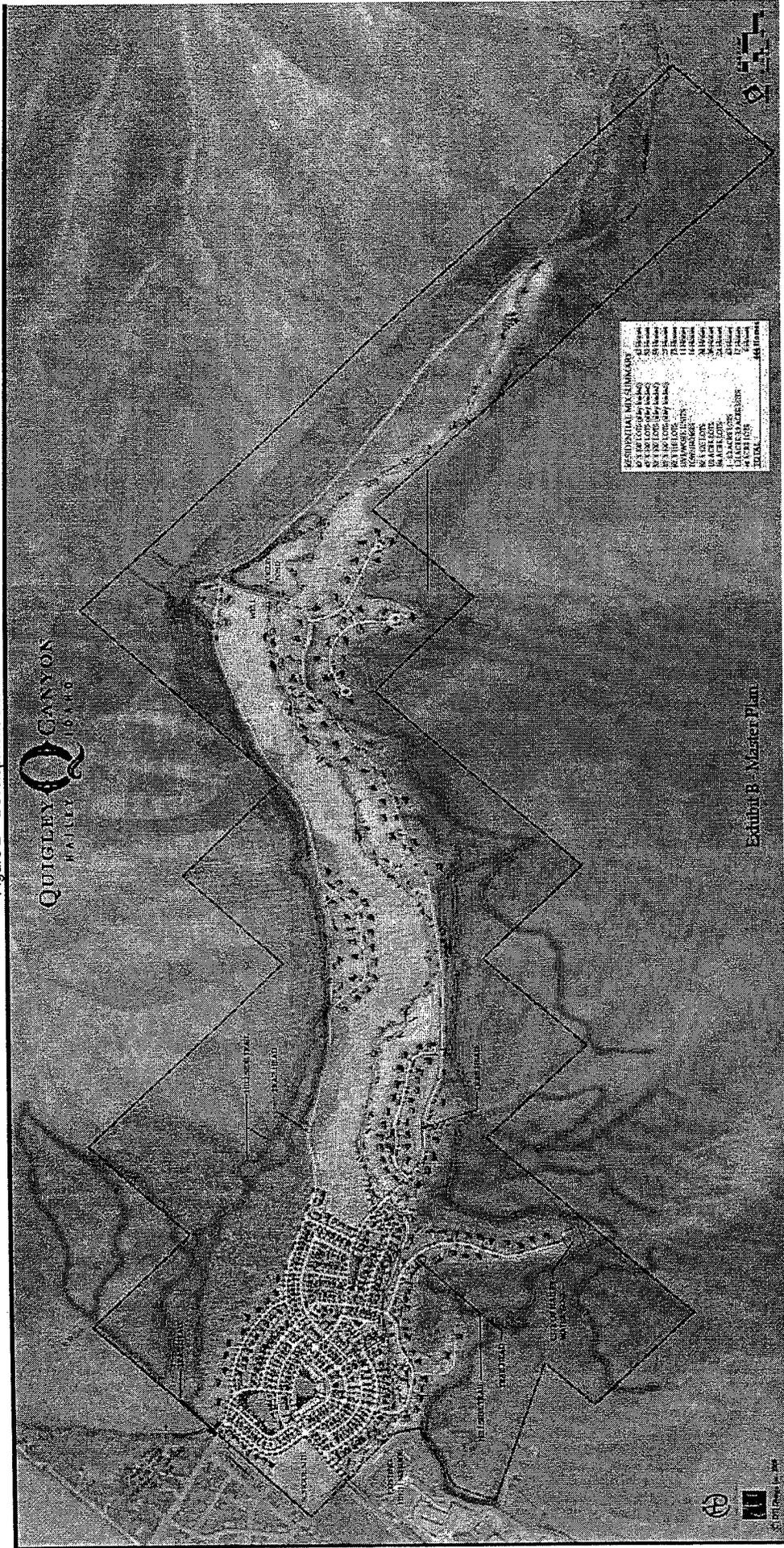


Figure 2 – Development Site Plan



### III. AREA CONDITIONS

#### **A. Study Area**

The proposed project will use Fox Acres Road as a primary access to the proposed development. A secondary access will be constructed on Quigley Drive for local residential access. The study area includes all of the intersections along Fox Acres Road between SH-75 and Quigley Canyon. These intersections are located at the following locations:

- Main Street (SH-75)
- Creekside Drive
- Woodside Blvd.
- Eastridge Drive
- Foxmoor Drive
- Wood River High School Driveways (West, Middle, and East)

Additionally, the intersection of Eastridge Drive, 8<sup>th</sup> Avenue and Croy Street was analyzed to evaluate impacts of the Quigley Drive access to the proposed development (see Figure 3).

#### **B. Study Area Land Use**

##### Existing Land Use

The land uses surrounding the project site are single-family residential and Wood River High School. The commercial core of the City of Hailey is approximately 2.0 miles from the project site.

##### Anticipated Future Development

The City of Hailey is growing rapidly and there is little undeveloped area left in the vicinity of Quigley Canyon. There are a few vacant parcels north and west of Quigley Canyon these are planned to be developed for residential use.

#### **C. Site Accessibility/Study Area Roadway System**

##### Fox Acres Road

Fox Acres Road is a collector, providing east/west access from State Highway 75 to residential neighborhoods and Wood River High School. The speed limit for the entire length is 25 mph. Fox Acres Road is primarily a two-lane roadway with approximately 32 feet of pavement. At the SH-75 and Foxmoor Drive intersections the pavement widens to approximately 40 feet to accommodate a left-turn lane in the median. The land uses adjacent to Fox Acres Road are low density residential and the Wood River High School.

##### State Highway 75

State Highway 75 is a major arterial providing regional north/south access throughout the Wood River Valley. At the intersection of State Highway 75/Fox Acres Road, State Highway 75 is a five-lane arterial with two northbound lanes, two southbound lanes and one southbound left turn lane. The intersection of State Highway 75/Fox Acres Road is controlled by an ITD traffic signal.

##### Creekside Drive

Creekside Drive is a two-lane local roadway. It provides north/south residential access to Fox Acres Road. The pavement width is approximately 30-feet and the speed limit is 20 mph. The intersection of Creekside Drive and Fox Acres Road is stop controlled for Creekside Drive.

Figure 3 – Study Area



Woodside Boulevard

Woodside Blvd is a two-lane collector in the City of Hailey. Woodside Blvd provides north/south access through residential neighborhoods with a speed limit of 25 mph. Woodside Blvd. is bordered by single-family residential land uses in the vicinity of the project area. The pavement width is approximately 32 feet. The intersection of Woodside Blvd and Fox Acres Road is all-way stop controlled.

Foxmoor Drive

Foxmoor Drive is a two-lane local roadway. It provides access from the Foxmoor and Deerfield Subdivisions to Fox Acres Road. Foxmoor Drive has a pavement width of approximately 30 feet and

a speed limit of 20 mph. It is bordered by low-density residential development. The intersection of Foxmoor Drive and Fox Acres Road is stop controlled for Foxmoor Drive.

Eastridge Drive

Eastridge Drive is a two-lane local roadway that provides north/south access from Fox Acres Road to Croy Street, and 8<sup>th</sup> Avenue. Eastridge Drive has a pavement width of approximately 30 feet and a speed limit of 20 mph. Eastridge Dive is bordered by low-density residential developments. Eastridge Drive is stop controlled at the intersection with Fox Acres Road. The approach to the intersection with 8<sup>th</sup> Avenue and Croy Street is curved with a skew towards northwest. Eastridge Drive is not stop controlled at this intersection.

8<sup>th</sup> Avenue

8<sup>th</sup> Avenue is a two-lane local roadway that is only one block in length. It provides a north-south connection between Eastridge Drive and Bullion Street. 8<sup>th</sup> Avenue has a pavement width of approximately 30 feet and a speed limit of 25 mph. It is bordered by low-density residential development. 8<sup>th</sup> Avenue is stop controlled at the intersection with Croy Street and Eastridge Drive.

Croy Street

Croy Street is a two-lane local roadway that provides an east-west connection between residential neighborhoods and the central business district of Hailey. It has a pavement width of approximately 30 feet and a speed limit of 25 mph. It is bordered by low-density residential development. Croy Street is not stop controlled at the intersection with 8<sup>th</sup> Avenue and Eastridge.

Wood River High School/Blaine County Aquatic Center

Wood River High School and the Blain County Aquatic Center are located at the east end of Fox Acres Road. They share a driveway on the west end of the campus. There are two additional driveways on the east end of the campus near the stadium. All three of the driveways are stop controlled where they intersect with Fox Acres Road

Existing Traffic volumes

AM and PM peak hour traffic data was collected for the intersections on Fox Acres Road. Volumes were collected for each turning movement during the hours of 7:00 am to 8:45 am and 3:30 pm to 5:45 pm on Wednesday, September 5, 2007. The AM peak hour generally occurred from 7:30 am to 8:30 am. The PM peak hour varied by intersection. At the SH-75, Creekside, and Eastridge intersections the PM peak hour began at 4:30. The High School driveways, Foxmoor, and Woodside intersection PM peek began at 3:30. For a conservative analysis approach, the PM peak hour for all of the intersections was assumed to occur at the same time. PM peak hour traffic data was collected between 4:30 and 5:30 PM on February 15, 2006 for the Eastridge Drive, 8<sup>th</sup> Avenue and Croy Street intersection. Existing traffic count data is included in the Appendix A.

Public transportation service

The Peak Bus, operated by South Valley Commuter Service, runs between Bellevue and Sun Valley. Buses run at approximately 30 minute headways during AM and PM peak hours and 2-3 hour headways during non-peak hours from 6:00 am to 8:00 pm. The route runs north-south along Woodside Blvd. and east-west along Fox Acres Road between SH-75 and Woodside Blvd. There is a stop located at the intersection of Fox Acres Road and Woodside Blvd.

## IV. PROJECTED TRAFFIC

### A. Site Traffic

Trip generation for the Quigley Canyon Development was estimated using data published in *Trip Generation, Seventh Edition, Institute of Transportation Engineers (ITE), 2003*. Land Use Code 210, *Single-Family Detached Housing* was utilized to calculate trip generation for individual home sites. Code 231, *Low-Rise Residential Condominium /Townhouse* was used for townhouse. See Appendix A for ITE trip generation rates used in this study. Table 2 includes trip generation data for each type of land use including AM peak, PM peak, average weekday, and directional distribution volumes.

The proposed Quigley Canyon Development will be constructed in seven phases. Phase 1 is scheduled to be completed in 2013 and Phase 7 is scheduled to be completed in 2024. Table 3 includes trip generation data for each phase of the development including AM peak, PM peak, average weekday, and directional distribution volumes.

**Table 2 – Development Category Traffic Volumes**

Traffic Generator	Houses	Town Houses	Total Traffic
Quantity	413	28	-
AM Peak Hour Traffic	310	19	329
In	77	5	82
Out	232	14	246
PM Peak Hour Traffic	417	22	439
In	263	13	275
Out	154	9	164
Average Weekday Traffic	3952	164	4116

**Table 3 – Development Phase Traffic Volumes**

Phase	Year	Traffic Generators (Cumulative)		Weekday Peak Hour Traffic						Average Weekday Traffic
				AM			PM			
		Houses	Town Houses	In	Out	Total	In	Out	Total	
1	2013	115	8	23	69	92	77	46	122	1147
2	2015	189	24	39	118	158	131	78	210	1949
3	2017	280	28	57	172	229	191	114	305	2844
4	2019	335	28	68	203	270	226	134	360	3370
5	2021	374	28	75	224	299	251	149	400	3743
6	2022	391	28	78	234	312	261	155	417	3906
7	2024	413	28	82	246	329	275	164	439	4116

### B. Background Traffic Forecast

Background traffic in the study area was divided into two categories: regional traffic traveling through the study area on SH-75, and traffic using Fox Acres Road. These two categories were used to project future background traffic based on existing growth patterns.

To develop future volumes for through movements on SH-75, a growth rate was calculated from ITD automatic traffic recorder data. Comparison of traffic volumes between 1996 and 2006 resulted in

an average growth rate of 1.2% per year. This rate was used to forecast future background traffic volumes for each horizon year. See the Technical Appendix for historical traffic data on SH-75.

The predominant existing traffic generators on Fox Acres Road are residential neighborhoods and Wood River High School. With the limited amount of developable land near the study area, background residential traffic should not increase dramatically in the future. The high school will draw additional traffic as attendance increases. Between 1990 and 2000 the portion of Blaine County residents under 18 years old has remained the same at approximately 25%. This indicates that attendance at the high school will increase at the same rate as the population. The population in Blaine County has increased approximately 3.5% between 1990 and 2002. This rate was used for future traffic projections of background traffic on Fox Acres Road.

**C. Trip Distribution**

Forecast traffic volumes from the Quigley Canyon development were distributed between the two accesses based on the following factors:

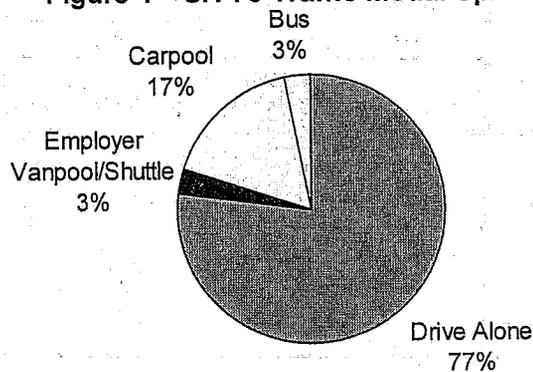
- Approximately ¼ of current traffic generators are located north of the development.
- Traffic calming will discourage vehicles from cutting through minor residential streets to use the Quigley Drive access. Only residents adjacent to the Quigley Drive access (approximately 1/3) will tend to use it when traveling north.

The proposed development is not anticipated to change the current distribution of traffic flow through the study area. In developing forecast volumes for each intersection, the future volumes were dispersed using the observed existing lane distribution. See the Appendix A for traffic volumes and lane distributions for each intersection and study horizon year.

**D. Modal Split/Travel Demand Management (TDM)**

ITD conducted a survey of commuters using the SH-75 corridor for the *Timmerman to Ketchum Environmental Analyses*. The results of this survey included the following modal split for the SH-75 corridor:

**Figure 4 – SH-75 Traffic Modal Split**



Quigley Canyon trip generation traffic volumes were not reduced to account for mode split. A conservative approach was taken considering the distance of the closest bus stop to the development and the uncertainty of vehicle trips on the local network for carpooling.

## V. TRAFFIC ANALYSIS

### A. Analysis Methodology

The study area intersections for the Quigley Canyon Development were analyzed using the methodologies presented in *Highway Capacity Manual 2000* edition. It provides a systematic and consistent basis for assessing the capacity and level of service of transportation facilities. Synchro v7 software was used to apply this methodology. Traffic models were developed and analyzed for AM and PM peak hours during existing conditions, Horizon Year (2013) with the project, Horizon Year (2024) without the project, Horizon Year (2024) with the project, Horizon Year (2029) without the project, and Horizon Year (2029) with the project.

Two Measures of Effectiveness (MOE's) were used to quantify intersection traffic conditions for the various scenarios. These MOE's were Level of Service (LOS) and intersection delay (seconds/vehicle). LOS is a simplistic approach to describe the effectiveness of a transportation facility by grouping levels of performance to a letter "grade". The three types of intersections within the study area, signalized, all-way stop controlled and two-way stop controlled each require a separate methodology for analysis. For two-way stop controlled intersections, LOS is calculated by approaching lane groups only. Table 4 shows the average vehicle delay criteria used by the HCM 2000 to determine LOS for signalized intersections. Table 5 shows average vehicle delay for unsignalized intersections.

Average delay per vehicle calculated for intersections is also known as control delay. It is measured by comparing the travel time in seconds per vehicle of a movement that is controlled versus an uncontrolled condition. Comparison of delay between alternatives shows slight differences and quantifies excessive delays significantly higher than LOS E. Legs of an intersection that are free-flowing do not experience control delay and will not have values for "Delay" or "LOS" on Tables 6 and 7.

**Table 4 – Signalized Intersection LOS Criteria**

LOS	Average Delay (seconds/veh.)
A	≤ 10
B	> 10 to 20
C	> 20 to 35
D	> 35 to 55
E	> 55 to 80
F	> 80

Source: *Highway Capacity Manual* (Transportation Research Board, 2000)

**Table 5 – Unsignalized Intersection LOS Criteria**

LOS	Average Delay (seconds/veh.)
A	≤ 10
B	> 10 to 15
C	> 15 to 25
D	> 25 to 35
E	> 35 to 50
F	> 50

Source: *Highway Capacity Manual* (Transportation Research Board, 2000)

### **B. Analysis Results**

A summary of the MOE's for the intersections within the study area for each of the horizon years analyzed and existing conditions is included in Tables 6 and 7. As can be seen from these tables, all of the study area intersections currently operate at a LOS "D" or better under the existing traffic conditions. The Eastridge Drive, 8<sup>th</sup> Avenue and Croy Street intersection performs at an LOS of A with the additional development traffic through the year 2029.

With addition of Phase 1 of Quigley Canyon to the background traffic in horizon year 2013, the LOS at each intersection remains at LOS "E" or better except movements at the Foxmoor and Woodside intersections reduce to an LOS "F". To avoid this delay, some of this traffic arriving from the west side of the Foxmoor subdivision will shift to the Eastridge intersection. The percentage of traffic assumed to make this shift during the AM peak was 30%. The AM peak analysis at Foxmoor and Eastridge was adjusted to reflect this shift.

With completion of the Quigley Canyon Development in addition to the background traffic in horizon year 2024, delay increases significantly at most of the study intersections. The SR-75, Creekside, Woodside, and Foxmore intersections reduce to an LOS of "E" or worse for at least one movement.

During horizon year 2024 without Quigley Canyon traffic in the study area the intersections of SR-75, Creekside, Woodside, and Foxmoor would all have movements deteriorate to an LOS of "F" without any of Quigley Canyon traffic flowing through the intersection.

During horizon year 2029, five years following completion of the Quigley Canyon Development, the SH-75, Creekside, Woodside, and Foxmoor intersections will have at least one approach that will deteriorate to an LOS of "F" during peak hours. The highest delay would occur for the SB left movement at the Foxmoor intersection. During peak hours, the congestion on Fox Acres provides very few gaps and excessive delay for Foxmoor traffic. During horizon year 2029 without Quigley Canyon traffic, movements at the same intersections would deteriorate to an LOS of "F".

**Table 6 – AM Peak Traffic Analysis Results**

Intersection	Approach	Traffic Control	2007		2013		2024				2029			
			Existing		W/ Phase 1		W/ Phase 7		W/out Dev.		W/ Phase 7		W/out Dev.	
			LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
SR-75/ Fox Acres	SB	Signal	A	7.7	B	19.2	C	29.7	C	22.3	C	30.4	C	23.9
	NB	Signal	B	15.9	C	27.4	E	56.2	D	45.0	E	74.7	E	59.6
	WB	Signal	C	34.9	D	52.4	F	191.5	F	133.1	F	259.0	F	200.0
	Intersection		B	18.3	C	32.3	F	92.5	E	66.3	F	124.4	F	95.4
Creekside/ Fox Acres	NB	Stop	C	19.9	D	29.5	F	81.4	F	52.3	F	131.5	F	79.9
	EB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	WB	Free	N/A	0.1	N/A	0.1	A	0.1	A	0.1	A	0.2	A	0.14
	Intersection		N/A	0.9	N/A	1.3	N/A	3.5	N/A	2.5	N/A	5.7	N/A	3.8
Woodside/ Fox Acres	NB	Stop	C	15.0	D	30.8	F	100.8	D	25.9	F	113.0	F	51.8
	SB	Stop	B	10.0	C	21.9	F	89.3	C	18.7	F	120.4	F	47.1
	WB	Stop	A	9.4	F	75.5	F	286.4	F	64.9	F	362.1	F	347.5
	Intersection		B	12.2	E	47.5	F	174.3	E	41.4	F	221.5	F	191.8
Eastridge/ Fox Acres	SB	Stop	B	11.8	B	13.8	C	22.0	C	16.4	D	26.5	C	18.4
	EB	Free	N/A	1.2	N/A	1.3	A	1.6	A	1.4	A	1.8	A	1.4
	WB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intersection		N/A	2.4	N/A	2.7	N/A	3.8	N/A	3.4	N/A	4.6	N/A	3.8
Foxmoor/ Fox Acres	SB	Stop	D	29.0	F	75.4	F	535.6	F	143.0	F	768.5	F	255.5
	EB	Free	N/A	0.1	N/A	0.1	A	9.3	A	8.6	A	9.5	A	8.8
	WB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intersection		N/A	5.6	N/A	14.7	N/A	97.9	N/A	25.4	N/A	145.6	N/A	48
WRHS 1/ Fox Acres	NB	Stop	B	11.9	C	17.0	E	40.5	C	20.0	F	60.9	C	23.9
	EB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	WB	Free	N/A	0.3	A	0.4	A	0.9	N/A	N/A	A	1.0	N/A	N/A
	Intersection		N/A	1.96	N/A	2.8	N/A	6.4	N/A	3.8	N/A	9.9	N/A	4.6
WRHS 2/ Fox Acres	SB	Free	N/A	0.1	A	0.2	A	0.4	N/A	N/A	A	0.4	N/A	N/A
	NB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	WB	Stop	A	8.1	B	11.6	C	15.7	B	10.9	C	16.6	B	12.2
	Intersection		N/A	1.26	N/A	1.8	N/A	2.1	N/A	1.9	N/A	2.3	N/A	N/A
WRHS 3/ Fox Acres	SB	Free	N/A	0.4	A	0.5	A	0.6	N/A	N/A	A	0.6	N/A	N/A
	NB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	WB	Stop	A	6.9	A	9.9	B	12.0	A	9.6	B	12.3	A	9.7
	Intersection		N/A	1.47	N/A	2.1	N/A	2.1	N/A	2.8	N/A	2.3	N/A	2.9

Table 7 – PM Peak Traffic Analysis Results

Intersection	Approach	Traffic Control	2007		2013		2024				2029			
			Existing		W/ Phase 1		W/ Phase 7		W/out Dev.		W/ Phase 7		W/out Dev.	
			LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
SR-75/ Fox Acres	SB	Signal	A	2.8	A	5.7	D	38.8	A	9.1	E	67.9	B	14.8
	NB	Signal	A	6.4	B	12.4	B	17.1	B	15.9	C	20.2	B	18.1
	WB	Signal	D	52.8	C	31.9	D	39.3	D	36.4	D	45.9	D	41.0
	Intersection		A	9.8	B	12.0	C	34.3	B	16.2	D	52.1	C	21.1
Creekside/ Fox Acres	NB	Stop	C	17.5	D	25.6	F	55.8	D	33.5	F	79.2	E	42
	EB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	WB	Free	N/A	0.1	A	0.2	A	0.4	A	0.3	A	0.4	A	0.3
	Intersection		N/A	0.6	N/A	0.8	N/A	1.7	N/A	1.2	N/A	2.4	N/A	1.6
Woodside/ Fox Acres	NB	Stop	A	9.6	F	77.6	F	258.6	F	88.2	F	292.4	F	113.0
	SB	Stop	B	10.2	E	48.8	F	183.9	F	122.5	F	272.0	F	185.1
	WB	Stop	A	8.4	C	16.6	C	23.3	C	23.3	D	28.0	D	28.0
	Intersection		A	9.6	F	54.5	F	185.6	F	88.5	F	234.6	F	125.2
Eastridge/ Fox Acres	SB	Stop	B	13.7	B	13.4	C	19.9	C	16.4	D	26.4	C	19.3
	EB	Free	N/A	2.7	A	2.6	A	3.3	A	2.8	A	3.7	A	3
	WB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intersection		N/A	4.0	N/A	3.3	N/A	4.6	N/A	4.2	N/A	5.7	N/A	4.9
Foxmoor/ Fox Acres	SB	Stop	C	17.5	C	24.2	F	66.0	E	35.6	F	130.0	F	51.3
	EB	Free	N/A	0.1	A	0.2	A	0.2	A	0.2	B	10.4	A	9.6
	WB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intersection		N/A	1.8	N/A	2.4	N/A	6.1	N/A	4	N/A	11.9	N/A	5.7
WRHS 1/ Fox Acres	NB	Stop	B	11.0	C	15.7	E	38.4	C	20	F	70.2	D	25.1
	EB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	WB	Free	N/A	0.1	A	0.2	A	0.5	N/A	N/A	A	0.5	N/A	N/A
	Intersection		N/A	3.4	N/A	4.8	N/A	10.9	N/A	6.4	N/A	19.7	N/A	8.1
WRHS 2/ Fox Acres	SB	Free	N/A	0.1	A	0.1	A	0.3	N/A	N/A	A	0.3	N/A	N/A
	NB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	WB	Stop	A	8.1	B	11.5	C	15.2	B	11.1	C	16.9	B	11.6
	Intersection		N/A	1.96	N/A	2.8	N/A	3.3	N/A	2.9	N/A	3.7	N/A	3.1
WRHS 3/ Fox Acres	SB	Free	N/A	0.4	A	0.5	A	0.5	N/A	N/A	A	0.5	N/A	N/A
	NB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	WB	Stop	A	6.9	A	9.9	B	12.1	A	9.5	B	13.0	A	9.6
	Intersection		N/A	2.45	N/A	3.5	N/A	2.7	N/A	5.0	N/A	3.6	N/A	5.1
8th/ Eastridge/ Croy	SB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	NB	Free	N/A	2.5	N/A	2.7	A	2.8	A	2.6	A	2.9	A	2.6
	EB	Stop	A	9.0	A	9.4	B	10.2	A	9.6	B	10.5	A	9.8
	Intersection		N/A	3.9	N/A	3.9	N/A	4.2	N/A	4.2	N/A	4.3	N/A	4.3

**C. Traffic Safety**

Current traffic conditions on Fox Acres Road operate acceptably, at an LOS of "C" or better. As volumes increase improvements should be constructed to continually provide a safe facility. The anticipated increase in delay may not drastically reduce safety at the SH-75 or Woodside intersections because of the higher level of traffic control at these locations. However, as delay increases at the two-way stop controlled intersections, drivers may tend to become frustrated and

attempt to enter free-flowing traffic with smaller gaps than they normally would, potentially causing accidents.

The skewed approach of the south leg and unusual stop control at the Eastridge Drive, 8<sup>th</sup> Avenue and Croy Street intersection does not meet current intersection desirable standards. All-way stop control at this intersection could mitigate the adverse effects of the current skewed geometry and potential confusion of right-of-way between approaches.

## VI. IMPROVEMENT ANALYSIS

### **A. Study Area Improvements**

The analysis results shown in Section V indicate that as traffic volumes increase in the study area, the anticipated LOS will deteriorate to an "F" at some of the intersections during peak hours in 2024. The largest increases in delay will occur at the minor legs of the Foxmoor and Creekside intersections and all three legs of the SH-75 and Woodside intersections. To accommodate additional traffic generated by the Quigley Canyon Development, capacity improvements could be constructed on Fox Acres Road, SH-75, and Woodside Blvd. The following capacity and safety improvements were added to the study traffic model and analyzed for the 2024 and 2029 horizon years:

- Northbound right turn lane on SR-75 at the Fox Acres Road intersection.
- Northbound to westbound acceptance lane at the Creekside intersection.
- Westbound left turn lane at the Creekside intersection.
- Westbound left turn lane at the Woodside intersection.
- Northbound left turn lane at the Woodside intersection.
- Southbound to eastbound acceptance lane at the Eastridge intersection.
- Eastbound left turn lane at the Eastridge intersection.
- Southbound to Eastbound acceptance lane at the Foxmoor intersection.
- Eastbound right turn lane at the Wood River High School South driveway.
- All-way stop control at the Eastridge Drive, 8<sup>th</sup> Avenue and Croy Street intersection.

All of these improvements can be constructed inside existing right-of-way, with exception possible minor impacts to private property at intersection corners. The additional right turn lane could fit between the existing signal poles at SR-75. The existing right-of-way for Fox Acres Road and Woodside Blvd. is 80 feet wide, ample room for the necessary three traffic lanes to accommodate the improvements listed above.

### **B. Improvement Analysis Results**

The improvements listed above would significantly reduce delay in the study area. Table 8 includes a summary of the MOE's from the analysis of the study intersections with these enhancements. At every intersection, the improvements provide additional capacity to significantly improve the LOS and reduce delay. Analysis of the study area indicates that additional traffic from the Quigley Canyon Development and the improvements listed above provide a similar LOS as the scenario of no development on the existing transportation network. The improvements provide an improved LOS on the minor legs of the Creekside and Foxmoor intersections compared to conditions with no development traffic at all. The LOS at Eastridge Drive, 8<sup>th</sup> Avenue and Croy Street intersection remains an A with addition of stop control to all of the legs.

**Table 8 – AM/PM Improvement Traffic Analysis Results**

Intersection	Approach	Traffic Control	2024 AM		2024 PM		2029 AM		2029 PM	
			W/ Phase 7		W/ Phase 7		W/ Phase 7		W/ Phase 7	
			LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
SR-75/ Fox Acres	SB	Signal	C	30.4	C	30.4	E	72.1	D	51.8
	NB	Signal	D	51.0	B	16.8	E	79.4	B	19.6
	WB	Signal	F	131.8	D	35.7	F	147.1	D	40.6
	Intersection		E	71.6	C	28.6	F	99.8	D	42.6
Creekside/ Fox Acres	NB	Stop	C	21.7	C	18.1	C	22.2	C	19.8
	EB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	WB	Free	A	0.1	A	0.1	A	0.1	A	0.1
	Intersection		N/A	0.9	N/A	0.5	N/A	1.0	N/A	0.6
Woodside/ Fox Acres	NB	Stop	F	81.3	E	43.5	F	66.1	F	51.8
	EB	Stop	E	49.0	F	77.7	F	92.8	F	129.5
	WB	Stop	F	206.3	C	19.9	F	268.8	C	24
	Intersection		F	123.4	F	52.8	F	159.8	F	79
Eastridge/ Fox Acres	SB	Stop	C	15.3	C	17.7	C	16.1	C	22.3
	EB	Free	A	0.9	A	2.2	A	1.0	A	2.3
	WB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intersection		N/A	2.6	N/A	3.8	N/A	2.6	N/A	4.6
Foxmoor/ Fox Acres	SB	Stop	E	46.9	C	19.2	F	75.8	C	23
	EB	Free	A	0.1	A	0.2	A	0.1	A	0.2
	WB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intersection		N/A	8.6	N/A	1.8	N/A	14.4	N/A	2.2
WRHS 1/ Fox Acres	NB	Stop	C	15.4	C	17.1	C	15.4	C	20.3
	EB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	WB	Free	A	0.9	A	0.5	A	0.9	A	0.5
	Intersection		N/A	2.9	N/A	5	N/A	2.6	N/A	5.8
WRHS 2/ Fox Acres	SB	Free	A	0.4	A	0.3	A	0.4	A	0.3
	NB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	WB	Stop	C	16.1	C	15.7	C	17.2	C	17.6
	Intersection		N/A	2.2	N/A	3.4	N/A	2.4	N/A	3.8
WRHS 3/ Fox Acres	SB	Free	A	0.6	A	0.5	A	0.6	A	0.5
	NB	Free	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	WB	Stop	B	12.0	B	12.1	B	12.3	B	13.0
	Intersection		N/A	2.2	N/A	2.7	N/A	2.3	N/A	3.6
8th/ Eastridge/ Croy	SB	Stop	-	-	A	8.9	-	-	A	9.1
	NB	Stop	-	-	A	9.9	-	-	B	10.4
	EB	Stop	-	-	A	8.5	-	-	A	8.8
	Intersection		-	-	A	9.2	-	-	A	9.6

**C. Planned Improvements**

The ITD *Timmerman to Ketchum* Project includes improvements to SH-75 that would improve traffic flow in the study area. Thru-traffic flow on SR-75 will be improved with a consistent five lane typical section. The Country Side Road intersection will be widened and signalized to improve access to SH-75. These improvements to Country Side Road will draw traffic that is currently accessing SH-75 via the traffic signal at Fox Acres Road. These improvements proposed by ITD were not accounted for in this study. They should provide similar benefits to all of the traffic scenarios analyzed.

## VII. CONCLUSIONS/RECOMENDATIONS

### **A. Site Accessibility**

The Quigley Canyon Development is proposing to utilize Fox Acres Road as the primary access to the project. Fox Acres Road and the connection to State Highway 75 are appropriate facilities for this development. The project will also construct a connection to Quigley Drive for local residential access.

### **B. Traffic Impacts**

The combination of the background traffic growth and traffic from the proposed Quigley Canyon Development will result in a peak hour LOS of "E" or worse for most of the intersections by the year 2029. The most significant impact to traffic will be at the minor legs of the 2-way stop controlled intersections. As the gaps in traffic are reduced with an increase in congestion, few cars are able to access Fox Acres Road. These conditions will occur with growth of the background traffic alone. With the development, conditions are worsened. The Eastridge Drive, 8<sup>th</sup> Avenue and Croy Street intersection performs at an LOS of A through the year 2019 with or without the additional development traffic.

### **C. Need for Improvements**

The planned improvements by ITD on SH-75 will reduce traffic volumes on Fox Acres Road and improve flow on SH-75. The improvements listed in Section VI will provide additional capacity in the study area to significantly improve traffic flow. Comparing the traffic analysis results on Table 8 with the results on Tables 6 and 7, reveals that if the listed improvements were constructed, the study area would experience a similar LOS to conditions without the development. The proposed improvements would provide a better LOS for the minor approaches at the Creekside, Eastridge, and Foxmoor intersections than conditions without the Quigley Canyon development.

TECHNICAL APPENDIX

**APPENDIX A – EXISTING TRAFFIC/POPULATION DATA & FORECAST VOLUMES**

**APPENDIX B – EXISTING ANALYSIS RESULTS**

**APPENDIX C – 2013 ANALYSIS RESULTS**

**APPENDIX D – 2024 ANALYSIS RESULTS**

**APPENDIX E – 2029 ANALYSIS RESULTS**

**APPENDIX F – IMPROVEMENT ANALYSIS RESULTS**



United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Shoshone Field Office  
400 West F Street  
Shoshone, Idaho 83352-5284  
(208) 732-7200



In Reply Refer To:  
2000 (IDT030) P

August 25, 2011

City of Hailey  
Community Development Department  
115 Main Street South  
Hailey, Idaho 83333

Dear Planning Coordinator:

Thank you for notifying the Bureau of Land Management (BLM), Shoshone Field Office regarding the changes to the application by Quigley Green Owners, LLC for Annexation of Quigley Canyon. The BLM is addressing summer and winter travel related issues in the North Highway 20 Travel Management Plan (TMP). The TMP includes proposed trail construction corridors on the north and south aspects of Quigley canyon. Access to the proposed trail system on BLM-administrated public land would require trail construction to occur on private property. This access is essential to provide a designated trail system within Quigley canyon. Maps for the North Highway 20 TMP are available on-line at: [http://www.blm.gov/id/st/en/fo/shoshone/north\\_highway\\_20\\_travel.html](http://www.blm.gov/id/st/en/fo/shoshone/north_highway_20_travel.html) or at the BLM Shoshone Field Office.

The TMP also includes a proposed trailhead/parking area, to be used primarily for snowmobiles, on BLM-administrated public land approximately 3 miles from the mouth of Quigley Canyon. Since the development proposal has been redesigned we recommend that the trailhead location be considered on private property.

If you have any questions or concerns please contact Tara Hagen, Realty Specialist, at (208) 732-7205, or John Kurtz, Outdoor Recreation Planner, at (208) 732-7296.

Sincerely,

  
for Ruth A. Miller,  
Field Manager

cc:  
Blaine County Planning & Zoning  
CLPE Corporation, Attn. John D. Gaeddert

**Beth Robrahn**

---

**From:** Scott Phillips <scottyphi@cox.net>  
**Sent:** Thursday, August 25, 2011 12:38 PM  
**To:** Fritz Haemmerle; Don Keirn; Rick Davis; Beth Robrahn; planning; Carol Brown; Martha Burke  
**Cc:** Scott Phillips  
**Subject:** QUIGLEY CANYON proposed annexation

**H. Phillips**

**Eastridge Street**

**ID 83333**

**208 788 4435**

**ScottyPhi@cox.net**

**Scott**

**211**

**Hailey,**

**Phone:**

**Email:**

Thursday, August 25th, 2011  
Sent via Email.

**Dear Planning Director Beth Robrahn, Mayor Rick Davis, and Hailey City Council Members:**

This letter concerns Quigley Green LLC's latest petition to yet again appear before the Hailey City Council with a request for annexation of it's Quigley Canyon property into the City. Please incorporate this letter into the **official public record** on this matter. **Dozens of Hailey citizens spoke up strongly against annexation in the summer of 2009. We are doing so again. The chronic issues remain the same. Some have been further exacerbated by the severe economic downturn. I will briefly restate the issues for purposes of clarity.**

- 1. TRAFFIC. Current high traffic levels are already negatively impacting the quality of life in East Hailey residential neighborhoods. With 444 new homes proposed at build out and a minimum of two cars per new home one could expect approximately a doubling of existing traffic. At a minimum there would be 800 to 1000 more**

vehicles a day. The heavy machinery, trucks, and associated construction traffic rumbling and roaring thru existing East Hailey residential neighborhoods for a decade or more of construction would be unbearable and unconscionable. "Round - a - bouts" or other simplistic band aids will simply NOT ameliorate the traffic onslaught in any effective or meaningful way.

2. **WATER.** PhD hydrologist Wendy Pabich of Hailey exhaustively documented for city leaders in 2009 the fact that the water is simply not there for a massive residential development of 444 homes. The aquifer would be severely depleted. Please review all her professional and extensive documentation in your files that she exhaustively prepared for your consideration two years ago.

3. **The ECONOMY.** As we are all keenly and unfortunately aware both the national and local economy has taken a sharp nosedive and continues to plunge downward into uncharted waters. The likelihood for economic recovery is completely unknown, but the prognosticators paint a dire picture. The robust "boom" economy previously experienced in the Wood River Valley may never reappear. Home foreclosures in the valley are alarmingly up. Many businesses unfortunately have closed their doors. Expensive properties are selling for less than 50% of their previous hyper- inflated values. Office buildings sit vacant. The attractive new two story office building completed in 2009 on the prime corner of River and Pine Streets in downtown Hailey sadly sits unoccupied with no business tenants! Under the current dark and foreboding economic cloud it is folly for responsible civic leaders to even begin to think about a massive new residential annexation wiping out another irreplaceable side canyon of prime agricultural land.

4. **RECENT SAD HISTORY of SWEETWATER and CUTTER ANNEXATIONS into Hailey city.**

These two annexations have caused profound, unnecessary, and expensive problems --- putting it mildly. On Aug 17<sup>th</sup> the front page article in the *Express* was about the Old Cutters developer tipping over and going bankrupt. No big surprise there! When the expensive legal actions are complete Hailey City and we the taxpayers may not see any of that \$829,000 annexation fee payment still owed the City by the Campbells. The Sweetwater annexation was similarly rife with expensive and counterproductive legal actions costing the City and taxpayers tons of money. What have we learned from these two recent unmitigated disasters? The take home message is clear - - - - -NO NEW ANNEXATIONS can be tolerated.

4. Hailey City currently has vastly more on it's **UPKEEP and MAINTENANCE PLATE** than it can possibly deal with. This includes city streets, sidewalks, snow removal, tree management, and neighborhood parks. City employees have recently had to be cut back. The City budget is down and may have to become leaner still. (This was clearly documented in the *Express* article of 8/24 page A7) It is beyond ludicrous to even contemplate taking on a mammoth new annexation project. The

City must live *within* its financial and managerial means. Anything less will be roundly condemned by appropriately upset Hailey citizens and taxpayers.

5. **INFILL LOTS.** Back in 2009 there were 800 to 900 vacant infill lots within Hailey City boundaries. (I called and verified this with the City) I am sure the number is much the same now. Even if it were 500 infill lots that is a huge number that can and should be built upon in a logical, sequential fashion in coming years. It's not like a potential purchaser of a desirable lot can't find a suitable one within the City limits right now. Let's concentrate on the orderly and prudent development of readily available existing lots already served by City sewer, water, roads, police, fire, and infrastructure before we go tearing up a prime side canyon unnecessarily.
6. **FUTURE LOGICAL DEVELOPMENT OPPORTUNITIES and SMART GROWTH for HAILEY CITY.**

There are some major financial questions surrounding the new replacement airport, further compounded by the front page *Express* article Wed. 8/24. Nonetheless, if the airport issues get resolved the idea (and it is a good one) is for the City to logically grow to the south on the vacated airport land. Some good thinking and land use planning is already underway in this regard. It makes all kinds of common sense for the City to expand near its current downtown CORE with the airport land. Even if the vacated airport land doesn't happen the City should encourage development close to the core and discourage sprawl up side canyons.

What is needed now and in the immediate future years is *fiscal restraint, sound judgment, and absolutely no new major annexations with all their attendant social, financial and environmental impacts!*

Right after the last City council election in Nov. 2009 PhD Jima Rice of Ketchum wrote an article in the *Weekly* paper entitled "My wish list for the new City Councils." It was astute and I saved the 11/04/09 issue. Quoted below is Jima's excellent logic and reasoning which bears repeating.

***"Fantasizing a future of constantly wiser government, here's my partial wish list for actions from the newly constituted City Councils. A moratorium on annexations. Annexations bring short-term income to cities, but are economically challenging in the long run. They put a monetary burden on city services (ambulance, police, fire, and street***

*maintenance) that is far larger over time than the developer's initial payment to the city.*

***Annexations substantially expand a city's footprint at a time when, nationwide, forward thinking planners are calling for city INFILL. Infill maintains the current footprint, and within it, adds homes and businesses that pay taxes and create dynamic, walkable communities. Thus, no new roads, gas consumption, or buses are needed for parents to get their children to school or get themselves to work. Infill also protects our aquifer from continued depletion necessitated by watering landscapes and golf courses; it leaves open space for wildlife.***

***I'm looking for city councils that will say: "Let's go for the triple bottom line: protect the environment, budget for the city's (not the developer's) economic interests, and build a vibrant, healthy, cohesive community that our children will enjoy and want to return to."***

A rousing "Amen" to Jima's compelling logic.

**In summary, please do the right thing for the city, the taxpayers, and the future well-being of our community and DENY the annexation request for Quigley Canyon. *The City Council owes everything to the citizens and taxpayers and nothing to a prospective developer.***

**Annexation makes zero environmental, financial, or social sense. The deleterious and irreversible major negative impacts of an ill-advised annexation cannot be overstated. Quigley Canyon is properly in the jurisdiction of Blaine County and this is exactly where it should wisely stay.**

**As a common sense citizen and frustrated taxpayer I have every reasonable expectation you will deny Quigley annexation quickly following the August 29<sup>th</sup> public meeting based on logic, common sense, and an expected outpouring of public opposition. Like all of us I want to see the wonderful City of Hailey mature gracefully and elegantly long-term into the well thought out, vibrant, and pleasant community of the future that we all know is eminently possible.**

**It can certainly be trying serving on the Hailey City Council. I sincerely *commend you* for your considerable time, energy, and service to our community. Thank you in advance for reading what I have put together.**

***Respectfully submitted,***

**Scott H. Phillips**

**(Hailey Resident for 17 years)**

## Beth Robrahn

---

**From:** Carol Brown  
**Sent:** Tuesday, August 23, 2011 6:12 PM  
**To:** Beth Robrahn; Fritz Haemmerle; Heather Dawson; Martha Burke; Rick Davis; Don Keirn  
**Cc:** Ned Williamson  
**Subject:** FW: QUIGLEY Situation, Aug 2011 Comments

Some comments from Greg Travelstead, Bill Hughes, and Scott Phillips. They are in the trailing messages, below. For the public record. cb

Carol Brown - Hailey City Council (208) 788-4221  
All messages sent and received from this mailbox are part of the public record

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From: billy [wilfrahug@cox.net]  
Sent: Tuesday, August 23, 2011 2:05 PM  
To: Carol Brown  
Subject: Fw: QUIGLEY Situation, Aug 2011= = A great letter already submitted by Billy Hughes

----- Original Message -----

From: Scott Phillips<mailto:scottyphi@cox.net>  
To: Greg Travelstead<mailto:gtravelstead@evergreen-advisors.com>  
Cc: billy<mailto:wilfrahug@cox.net>  
Sent: Monday, August 22, 2011 7:51 AM  
Subject: Re: QUIGLEY Situation, Aug 2011= = A great letter already submitted by Billy Hughes

Thank You Greg for this superb input. YES, Billy's letter is so good. These legal points you raise below are also most helpful.

Good to talk with you again after a couple year hiatus. I will be in touch.

I have a phone call in to Phd Hydrologist Wendy Pabich to talk with her also. Her automatic response says she will be back on the 24th so that is good.

Scott

----- Original Message -----

From: Greg Travelstead<mailto:gtravelstead@evergreen-advisors.com>  
To: Scott Phillips<mailto:scottyphi@cox.net>  
Cc: billy<mailto:wilfrahug@cox.net>  
Sent: Sunday, August 21, 2011 10:13 PM  
Subject: Re: QUIGLEY Situation, Aug 2011= = A great letter already submitted by Billy Hughes

Scott,

Billy's letter is fantastic. I will also draft a letter after I get through a critical work day tomorrow (Monday 8/22). I did not see the developer's advert (I read the IME online). I will try to see if a copy is still lying around somewhere.

Unfortunately, I am out of town Monday 8/29, so cannot attend the public meeting. I will ask that my letter be read into the record though. I am going to focus on what I see as legal defects in the process thus far:

1. The present application is so wildly different from the version that went through the P&Z that it should be remanded there (unless the Council kills it on 8/29). It cannot be approved without a "do-over" through the P&Z process, as this is effectively a different land use proposal. It should not now be going directly to Council for consideration.
2. The sweeping modifications from the golf course plan to this higher density, lower amenity version occurred during closed meetings between staff and the developer (certainly not transparent and possibly a LLUPA violation).
3. Annexation is a privilege, not a right. There is no benefit to the citizens of Hailey from this development, thus there is no reason to waste effort on the process (as Billy so eloquently put it). There is no obligation for the City to even consider this application, and there is no legal recourse or appeal process for the developer if the City simply says "no".
4. If, for some unfathomable reason, the Council shows signs of wanting to proceed with this foolishness, they MUST demand that all annexation fees and reimbursements to Hailey for the perpetual cost of providing services be paid IN ADVANCE by the developer, so no more Sweetwater, Cutter's bullshit.

Thanks for stirring us up again!

Cheers,

Greg Travelstead  
Evergreen Advisors LLC  
621 S. 4th Avenue  
Hailey, Idaho 83333  
Cell: 208-721-7665  
[www.evergreen-advisors.com](http://www.evergreen-advisors.com)<<http://www.evergreen-advisors.com/>>

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---

From: Scott Phillips <[scottyphi@cox.net](mailto:scottyphi@cox.net)>  
To: Scott Phillips <[scottyphi@cox.net](mailto:scottyphi@cox.net)>  
Cc: billly <[wilfrahug@cox.net](mailto:wilfrahug@cox.net)>  
Sent: Sun, August 21, 2011 9:48:01 PM  
Subject: QUIGLEY Situation, Aug 2011= = A great letter already submitted by Billy Hughes

To: Friends, neighbors, and citizens of East Hailey and greater Hailey Community and Blaine County who opposed annexation of Quigley Canyon into City of Hailey two years ago in 09) Sunday evening, Aug. 20th

---

As you know Quigley Canyon annexation is back on the table with a Public Meeting scheduled for Mon. Aug. 29th. The full page AD in last wed and fri Express from the developer is spin and fluff ---nonsense in my view. The issues remain the same as two years ago.

1. Unacceptable Traffic
2. Lack of Water for a massive development
3. Economic downturn and folly of a massive development in the current stark financial climate, both locally and nationally.
4. There are approx. 900 vacant lots within city boundaries
5. Hailey city cannot begin to keep up with financial and maintenance obligations already on it's plate!

To put a punctuation mark on the utter absurdity of Hailey City even considering annexing Quigley Canyon with 444 new homes! we have just witnessed the stark reality of the Cutter's bankruptcy (Mtn Express, front page article, Aug 17th) by the Campbells. Whether the City of Hailey will ever see the approx. \$850,000 (or a fraction thereof) owed by the developer, John Campbell is anybody's guess. That's almost a million \$\$\$\$ owed to WE the taxpayers.

We have all witnessed first hand the bitter results of both Sweetwater and Cutter's annexations by the City. Both ended badly for the City and Hailey taxpayers with law suits & counter suits, hugely expensive legal wrangling, and much associated stupidity. A potential catastrophic repeat must simply not be allowed by Hailey City with respect to Quigley Canyon.

Billy Hughes has asked me to forward the letter below which he has already sent to the City Council. It is superb. I am sending this to 20 individuals and families who I had on my email contact list from two years ago. Pls forward to others. I am starting work tomorrow on my own personal input to the City. By Tues. I will send that to you all.

I hope you will get involved immediately. Send your letter electronically to: >>  
planning@haileycityhall.org<mailto:planning@haileycityhall.org> or via US Mail:  
Hailey Community Development, 115 South Main St., Hailey, ID 83333

We can STOP a potentially tragic and ill-advised city annexation of Quigley. But every single concerned person needs to contact Hailey City Gov't ASAP and also personally attend the meeting on Monday 29th only 1 week away! (5:30pm @ City Hall) if you can.

This much I know with certainty: :  
"You can't win unless you fight back."  
Elemental. Very important.

Let's get on this ASAP and stop this blatant nonsense dead in it's tracks. It will take a team effort, just as in 2009. We have our core opposition group essentially in place and just need to get moving quickly. Let Developer David Hennessy deal with Blaine COUNTY!  
He is in Blaine County and he can stay there.

Sincerely, Scott H. Phillips and William F. Hughes, East Hailey

Please phone me for further discussion on specifics. 788 4435 and/or email me at:

ScottyPhi@cox.net<mailto:ScottyPhi@cox.net>

Copy Billy Hughes: wilfrahug@cox.net<mailto:wilfrahug@cox.net>

Billy and I will be working together on this matter and we implore you to jump in and help us fight! That is what it takes these days.

A team effort will carry the day.

Pardon the length of this message---but it is very important for our community's future.

---

William F. Hughes excellent letter below --- already sent to Hailey City:

A few thoughts:

Given current economic realities it appears irrational for the Council to continue to devote time and energy, and that of the staff and public, to further examination of annexation agreements. Any rational individual might assume the astounding and constantly expanding - through foreclosures - excess of inventory would preclude consideration of creating more. I believe the response of City infrastructure capacity to existing commitments is entirely unknown as a considerable percentage of housing remains uninhabited, while hundreds of platted lots within City Limits sit empty and covered with weeds.

Continuing dialogue on annexation is only about the positioning of these investments for some distant future extraction of value. Again, it is not the City's function to manage present or future risk for these investments. The best interests of citizens should take precedent over the interests of real estate investors in Connecticut or Chicago. Hailey doesn't have the resources to effectively manage existing problems associated with development it has already approved, to intentionally create more and bigger problems would be really really stupid!

The configuration and impacts of this latest proposal for Quigley are irrelevant, other than to acknowledge the applicant's obstinate refusal to remove all proposed residential development from sensitive wildlife areas - specifically Deadman's Gulch - as recommended by Idaho's Department of Fish & Game. Without access to Hailey's sewage system and effluent line, properties requesting annexation have little value at existing densities and no opportunity for adding any density. Hailey's current and future elected officials must always remember they negotiate from a position of great strength. Regardless of past posturing by County Officials, raising the specter of 2,300 single family dwellings out Quigley, the ACI insures Hailey will actively participate in any decisions on nearby development proposals in the County.

The withdrawal of established historic recreational access by both recent applicants requesting annexation is a sadly lame attempt at extortion, and a reflection of investor insensitivity and indifference to quality of life issues in our community.

There are no benefits sufficient for Hailey to assume the risks associated with any annexations at this uncertain space in time. Non-profit agendas are also irrelevant, any related objectives remaining separate from the City's business in representing the best interests of all citizens. If the Land Trust can raise the money to buy these properties, I would encourage them to do so. If I had any money, I would contribute to such an effort. According to individuals familiar with the local market, vacant land is worth 25% to 30% of its peak value five or six years ago.

We have cracked open enough eggs. Some of them are rotting while we continue to babble incoherently about sustainability, the actual practice of which eludes us. There is no crystal ball. It would be irresponsible for the sitting Council to tie the hands of future Councils who will have the advantage of making important land use planning decisions in the context of existing realities, not those presumed by some Council a decade or two prior. Ask John Campbell about signing agreements based on assumptions about the future. Such is the nature of speculation, an activity the City should be eager to avoid. While thoughtful consideration of and planning for the future can be healthy, for the City to wager heavily on distant outcomes is foolhardy, inviting disaster.

Often a simple "no", while disappointing, can be the kindest and most appropriate response to an unreasonable request. A period of debt-fueled, malignant growth has concluded. Perhaps the City and its citizens would be best served by taking this opportunity to find some measure of equilibrium following such a substantive boom/bust event. Today's unrealistic annexation expectations presented to the Council by real estate investment interests too late into the game are sad and unfortunate, but this suffering is the result of choices they made. The City owes them nothing but compassion for their circumstance. Without consistent thoughtful public participation in the process, the current local real estate train wreck might have been far worse. The City of Hailey and Blaine County dodged a bullet. I have no regrets about any pushing I have done to influence that outcome.

I offer the Mayor and Council my admiration and respect for their commitment to service. I'm extremely grateful to live where the high desert meets the mountains, and people care deeply about the place they live.

William F. Hughes  
Hailey

**Beth Robrahn**

---

**From:** Carol Brown  
**Sent:** Tuesday, August 02, 2011 5:58 PM  
**To:** Beth Robrahn  
**Subject:** FW: attachment

Beth, Bill Hughes wants to make a correction to his comments he submitted yesterday. See below. cb

Carol Brown - Hailey City Council (208) 788-4221  
All messages sent and received from this mailbox are part of the public record

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**From:** billy [wilfrahug@cox.net]  
**Sent:** Monday, August 01, 2011 8:12 PM  
**To:** Carol Brown  
**Subject:** attachment

Carol,

I apologize for being anal retentive, but paragraph 4 should read "The withdrawal of ESTABLISHED historic recreational access..."

billy

## Beth Robrahn

---

**From:** Carol Brown  
**Sent:** Monday, August 01, 2011 7:31 PM  
**To:** Heather Dawson; Beth Robrahn; Rick Davis; Martha Burke (burkefamily203@cox.net); donidaho@cox.net; 'Fritz X. Haemmerle' (fxh@haemlaw.com)  
**Subject:** FW: annexation requests / Quigley - Bill Hughes comments  
**Attachments:** nixannex.rtf

Comments from Bill Huges (both in the body of this e-mail and attached.) For the Quigley Annexation record. CB

Carol Brown - Hailey City Council (208) 788-4221  
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**From:** billy [wilfrahug@cox.net]  
**Sent:** Monday, August 01, 2011 4:02 PM  
**To:** Carol Brown  
**Cc:** lmhughes@frontier.com  
**Subject:** annexation requests

Carol,

The only reason I attended the meeting 7/25 was curiosity about Friday's paper, which I hadn't read and accessed online. One of the news updates for Monday identified Quigley as an agenda item for that night's meeting, so I pedaled down to City Hall, hoping no one had yet dreamed up any nonsense similar to Cutter's. Please forward this to the mayor and other Council members, along with Beth, Heather et al. I would appreciate if you would read this aloud at the next meeting. It is VERY important that some perspective reflecting reality be introduced to processes where people appear to simply be going through the motions as if circumstances had not changed dramatically. Denial is my favorite coping mechanism as well! As always, I appreciate and trust your level head! billy

A few thoughts:

Given current economic realities it appears irrational for the Council to continue to devote time and energy, and that of the staff and public, to further examination of annexation agreements. Any rational individual might assume the astounding and constantly expanding - through foreclosures - excess of inventory would preclude consideration of creating more. I believe the response of City infrastructure capacity to existing commitments is entirely unknown as a considerable percentage of housing remains uninhabited, while hundreds of platted lots within City Limits sit empty and covered with weeds.

Continuing dialogue on annexation is only about the positioning of these investments for some distant future extraction of value. Again, it is not the City's function to manage present or future risk for these investments. The best interests of citizens should take precedent over the interests of real estate investors in Connecticut or Chicago. Hailey doesn't have the resources to effectively manage existing problems associated with development it has already approved, to intentionally create more and bigger problems would be really really stupid!

The configuration and impacts of this latest proposal for Quigley are irrelevant, other than to acknowledge the applicant's obstinate refusal to remove all proposed residential development from sensitive wildlife areas - specifically Deadman's Gulch - as recommended by Idaho's Department of Fish & Game. Without access to Hailey's sewage system and effluent line, properties requesting annexation have little value at existing densities and **no** opportunity for adding any density. Hailey's current and future elected officials must always remember they negotiate from a position of great strength. Regardless of past posturing by County Officials, raising the specter of 2,300 single family dwellings out Quigley, the ACI insures Hailey will actively participate in any decisions on nearby development proposals in the County.

The withdrawal of historic recreational access by both recent applicants requesting annexation is a sadly lame attempt at extortion, and a reflection of investor insensitivity and indifference to quality of life issues in our community.

There are no benefits sufficient for Hailey to assume the risks associated with any annexations at this uncertain space in time. Non-profit agendas are also irrelevant, any related objectives remaining separate from the City's business in representing the best interests of all citizens. If the Land Trust can raise the money to buy these properties, I would encourage them to do so. If I had any money, I would contribute to such an effort. According to individuals familiar with the local market, vacant land is worth 25% to 30% of its peak value five or six years ago.

We have cracked open enough eggs. Some of them are rotting while we continue to babble incoherently about sustainability, the actual practice of which eludes us. There is no crystal ball. It would be irresponsible for the sitting Council to tie the hands of future Councils who will have the advantage of making important land use planning decisions in the context of existing realities, not those presumed by some Council a decade or two prior. Ask John Campbell about signing agreements based on assumptions about the future. Such is the nature of speculation, an activity the City should be eager to avoid. While thoughtful consideration of and planning for the future can be healthy, for the City to wager heavily on distant outcomes is foolhardy, inviting disaster.

Often a simple "no", while disappointing, can be the kindest and most appropriate response to an unreasonable request. A period of debt-fueled, malignant growth has concluded. Perhaps the City and its citizens would be best served by taking this opportunity to find some measure of equilibrium following such a substantive boom/bust event. Today's unrealistic annexation expectations presented to the Council by real estate investment interests too late into the game are sad and unfortunate, but this suffering is the result of choices they made. The City owes them nothing but compassion for their circumstance. Without consistent thoughtful public participation in the process, the current local real estate train wreck might have been far worse. The City of Hailey and Blaine County dodged a bullet. I have no regrets about any pushing I have done to influence that outcome.

I offer the Mayor and Council my admiration and respect for their commitment to service. I'm extremely grateful to live where the high desert meets the mountains, and people care deeply about the place they live.

William F. Hughes  
Hailey

Hailey City Council —

Once bitten twice shy seems to be an appropriate phrase concerning the proposed annexation of Quigley Canyon into the City of Hailey.

I am an east Hailey resident and have lived here for over 34 years.

I have great concern over the annexation of Quigley into the City.

The two main problems I have are issues with water and increased traffic in an already too busy part of the City.

The huge number of vacant lots and undeveloped subdivisions should make us all take a very serious look at Hailey's future.

I (and my husband Anthony) request to be entered into record that we are totally opposed to the Quigley Canyon annexation into the City of Hailey.

Thank you for your service to our beautiful city. J. Anthony Marsters  
Sincerely, Glaua Marsters

