

AGENDA ITEM SUMMARY

DATE: September 14, 2009

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: BR

SUBJECT: Designation of Bus Loading Zones.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Chapter 10.08
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

On August 10, 2009 the Mayor and Council approved a resolution to designate and sign bus stops in River Street and Woodside Blvd as loading zones and requested a notification procedure for the signing of bus stops in Main Street.

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:

The cost of the signage and striping can be used as part of the City's grant match commitment related to the circulator bus.

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 checked="" type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input checked="" type="checkbox"/> Mountain Rides |
| <input checked="" type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review the attached draft resolution and approve as drafted or as amended.

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)

RESOLUTION NO. 2009 - ____

A RESOLUTION OF THE HAILEY CITY COUNCIL ENACTED PURSUANT TO HAILEY MUNICIPAL CODE CHAPTER 10.08, PROVIDING FOR DESIGNATION OF LOADING ZONES

WHEREAS, Mountain Rides Transportation Authority has requested bus loading zones within 40 feet of bus stops located within the City of Hailey to accommodate a bus pulling to and from a bus stop;

WHEREAS, the City of Hailey has adopted Chapter 10.08 of the Hailey Municipal Code which allows the Council to establish loading zones by the adoption of a resolution and by installation of appropriate signage;

WHEREAS, the definition of Loading Zone is, "a space or section of a public right of way which has been set aside for the exclusive purpose of loading and unloading property or persons";

WHEREAS, bus stops have been located within the City of Hailey since June 2001;

WHEREAS, bus loading zones are essential to the efficient operation of transit service and the safety of passengers; and

WHEREAS, the City of Hailey is committed to the successful operation of transit service as an important public benefit to the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho that sixty-five feet (65') of public right-of-way adjacent to signed bus stops at the following locations be designated and signed as a bus loading zone:

Stops on east side of Main Street

Main & Maple
Main & Walnut
Main & Myrtle
Main & N. 1st

Stops on west side of Main Street

Main & McKercher
Main & Myrtle
Main & Croy
Main & Maple

The location of the loading zone shall be determined, on a case by case basis, by Public Works Department with recommendation by Mountain Rides. Adjustments to the location of the stop may also be made during the process of determining the location of the loading zone in order to improve visibility at intersections and address other safety concerns at a given stop. In the absence of local standards for the location of bus stops, loading zones and approaches, applicable state and federal standards shall be used. New stops may be proposed by Public Works with recommendation by Mountain Rides for final approval by the Council.

Once a bus stop is designated by the Council as a loading zone, installation of signage may be prioritized by the Public Works Department with recommendation by Mountain Rides.

The following procedure will be followed prior to signage being installed at any bus stop on Main Street:

1. Upon determination by the Public Works Department that a bus stop is next in priority for signage, the Public Works Department shall send a letter to businesses located within the same block the bus stop to be signed is located. The letter shall describe the location of the bus stop to be signed, the estimated date the signage would be installed and shall ask for comments within a 10 day period starting on the date of the letter. The letter shall be sent at least 14 days prior to the installation of the sign.
2. If no comment in opposition to the placement of signage is received within the 10 day comment period, then the signs shall be installed by the Public Works Department.
3. Any opposition expressed by a business will be brought to the Council at their next regular meeting. The Council will determine if there is reason not to sign the bus stop and direct staff accordingly.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
SEPTEMBER 14TH 2009 AND EFFECTIVE THE 14TH DAY OF SEPTEMBER, 2009.

Richard L. Davis
Mayor City of Hailey

ATTEST:

Mary Cone, City Clerk

Publish: Idaho Mountain Express, _____, 2009

AGENDA ITEM SUMMARY

DATE: 9/14/09 **DEPARTMENT:** Legislative/Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT: Public hearing on creation of a Transition Committee for relocated Friedman Memorial Airport. Discussion of the parameters of the committee, methods of appointment, and assignment and scope of duties.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The joint sponsors of the Friedman Memorial Airport met on September 2, 2009 to discuss future airport governance. Consulting Attorney Peter Kirsch gave a presentation on transition models and background regarding sponsorship responsibilities, assurances, liabilities, and the transfer of those from Hailey to Blaine County as the airport begins to be relocated. A discussion between the full Board of Blaine County Commissioners and Hailey City Council followed the presentation and public hearing, at the conclusion of which a motion to begin the process of creating a transition committee was made and voted upon only by the Board of Blaine County Commissioners.

The Hailey City Council will take public comment on this issue and further discuss it, for the purpose of determining whether a transition committee should be formed, and if so, making recommendations on the duties and parameters of the committee.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___ _____
___ Safety Committee	___ P & Z Commission	___ Police	___ _____
___ Streets	___ Public Works, Parks	___ Mayor	___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Public hearing and discussion, direction to staff on further proceedings

FOLLOW-UP REMARKS:

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1
2
3 **OFFICE OF THE BOARD OF COUNTY COMMISSIONERS**
4 **OF BLAINE COUNTY**
5 **SPECIAL MEETING OF THE SEPTEMBER 2009 SESSION**

6
7 **JOINT MEETING OF THE BOARD OF BLAINE COUNTY COMMISSIONERS**
8 **AND HAILEY CITY COUNCIL**
9

10 **Second Day**

Wednesday, September 2, 2009

11 Pursuant to Statutory Provisions, the Board met this day at 5:30 p.m. Present were Chairman Lawrence
12 Schoen; Vice Chairman Angenie McCleary; Commissioner Tom Bowman; Attorney Peter Kirsch; Hailey
13 Mayor Rick Davis; Martha Burke, Hailey City Council; Carol Brown, Hailey City Council; Fritz
14 Haemmerle, Hailey City Council; Don Kiern, Hailey City Council; Sun Valley Mayor Wayne Willich;
15 Ketchum Mayor Randy Hall; Dewayne Briscoe, Sun Valley City Council; Charles Conn, Ketchum City
16 Council; Larry Helzel, Ketchum City Council; Pepin Corso-Harris; Len Harlig; Doug Brown; Keith Roark;
17 Susan McBryant; Bob Crosby; Barry Luboviski; Ed O'Gara; Dick Fenton and Secretary/Recorder
18 Connie Kacalek.

19
20 Chairman Schoen convened the meeting at 5:30 p.m.

21
22 Schoen opened the meeting with the introduction -"Getting There from Here"

23
24 Participants were the Joint Airport Sponsors. The purpose of the meeting was to consider replacement
25 airport planning and governance.

26
27 Attorney Peter Kirsch, of Kaplan, Kirsch and Rockwell law firm presented.

28
29 Overview of issues included:

- 30
- Tasks and timing – planning, design, finance and construction
 - Control and risk
 - Replacement airport governance
- 31
32
33

34 A question and answer session followed the presentation. Questions were answered and clarified by
35 Attorney Peter Kirsch, Blaine County Commissioners and the Hailey City Council.

36
37 **PUBLIC COMMENT**

38 Comments by those present included: qualified sponsors; County and City of Hailey liability impacts
39 and types of liability; clarification of appointed advisory committing voting privileges; creating a financial
40 master plan; financial analysis; funding for hiring consultants; detailed business plan; decommissioning
41 of existing airport property; clarification of financial risk management; grant assurances; assurance that
42 all advisory board members are committed to the goal of a replacement airport; competing interests;
43 governance and process transition; necessity to move forward with the formation of the advisory
44 committee; hotel development; healing north and south political animosity; and concerns some of those
45 present were not committed to moving the airport.

46
47 Commissioner Bowman explained forming the advisory group is to gather information to advise and
48 direct the stakeholders on transition issues regarding the replacement airport. Bowman said there are
49 no directives, assigned tasks or voting privileges in empanelling the advisory group. Martha Burke,
50 Hailey City Council, said the formation of the group allows for complete dialogue between the two
51 partners and enables everyone to have the same information and facts. Vice Chairman McCleary
52 explained how the five-person advisory committee would be formulated.

53
54 Chairman Schoen explained the policy and mission statement that was drafted by the commissioners in

1 July. The draft will be forwarded to the Hailey City Council for review and comment.

2
3 **Bowman moved, seconded by McCleary that the Board of County Commissioners move forward**
4 **on empanelling a group of five citizens as directed by the recommendation of the Blue Ribbon**
5 **Commission to advise, as directed, the Blaine County Commissioners, Hailey City Council and**
6 **FMAA on transition issues in regards to replacement airport.**

7
8 Following discussion, Martha Burke, Hailey City Council, recommended the Hailey City Council Board
9 accept the commissioner's motion

10
11 Carol Brown, Hailey City Council said she accepted the motion in conception but recommended moving
12 forward cautiously.

13
14 **Bowman moved, seconded by Schoen to end the discussion and call for the question. All in**
15 **favor of the motion, Schoen, Aye, McCleary, Aye and Bowman, Aye. Motion carried**
16 **unanimously.**

17
18 **ADJOURN**

19
20 At the hour of 8:10 p.m. the Board finding no more business before them adjourned.

21
22
23 Attest: _____
24 JoLynn Drage
25 County Clerk

26
27
28 Approved: _____
Lawrence Schoen
Commission Chair



THE BOARD OF BLAINE COUNTY COMMISSIONERS

206 FIRST AVENUE SOUTH, SUITE 300

HAILEY, IDAHO 83333

PHONE: (208) 788-5500 FAX: (208) 788-5569

www.blainecounty.org bcc@co.blaine.id.us

Lawrence Schoen, Chairman * Angenie McCleary, Vice Chair * Tom Bowman, Commissioner

Honorable Rick Davis, Mayor
and Hailey City Council
City of Hailey
115 South Main Street, Suite H
Hailey, Idaho 83333

27 July 2009

Re: Replacement Airport Governance

Dear Mayor Davis and Members of Hailey City Council,

On behalf of the Board of County Commissioners, I invite you, Mayor Davis and City Council, to a joint session with us to discuss formation of a committee to address governance issues for the replacement airport. The Board has generated draft vision and mission statements, attached, and we would like to discuss those, as well as the organizational structure and line of authority for the proposed committee.

The draft has suffered a few revisions, but is ready for further discussion. Appended are "guidelines," "standards," and other criteria to help the proposed committee function as it should. One note: the mission statement describes advising and assisting FMAA. Between now and the time we meet, the Board will have discussed this issue further. On the table, put simplistically, is whether this committee should be advisory to the FMAA, or to the Board of County Commissioners, or possibly have some crossover role or structure.

In any case, such a decision needs your involvement and not wishing to delay this process further, we are ready to get together with you to discuss a new advisory committee to assist productively with the creation of a replacement Blaine County Airport. Please contact me or our Administrative Assistant Jenny Lovell at your earliest opportunity to schedule this meeting.

Respectfully,

Lawrence Schoen
Chairman

cc: Hall, Willich, Anderson, Baird

A Policy Statement of the Blaine County Commissioners

Regarding Governance of the County's Relocated Airport

The undersigned, as representatives for all the residents of Blaine County, have listened carefully to suggestions that the relocated county airport should have a separate governance authority which reflects county-wide representation. We concur with these suggestions.

To assist in the transition from the present Friedman Memorial Airport Authority [FMAA] at Friedman Memorial Airport [FMA] to governance authority for the relocated future Blaine County Airport [BCA] [or **The Sun Valley Airport, (SVA), following the branding suggestion of TIPS?**] the County will appoint a "Blaine County Airport Advisory Committee" [BCAAC] to assist the FMAA until a preferred relocation site has been determined by the Environmental Impact Study [EIS] currently being conducted by the Federal Aviation Administration [FAA]. The following outline is hereby created to help our community efficiently achieve this commonly-desired goal:

BCAAC Vision Statement: The Blaine County Airport Advisory Committee supports and assists in an efficient and cooperative transition to a new Blaine County Airport, and shall become its Governing Authority at the appropriate time.

BCAAC Mission Statement: To understand the purpose and need for a replacement airport in Blaine County; become knowledgeable and competent in all issues related to airport development; assist and advise FMAA in the near-term; and assume project management authority under the Board of Blaine County Commissioners, in the future.

Guidelines for achieving the Vision and Mission Statements:

- *Construct an airport that conforms to FAA airport design standards, criteria, and orders.*
- *Ensure the reliability of an airport serving the Wood River Region by providing approach capability that will allow operations during periods of reduced visibility. At a minimum, provide an approach capability allowing for operations down to a ceiling of 200 feet above airport elevation and one-half mile visibility.*
- *Ensure the ability of the Airport location to accommodate growth in operational demand and in demand for new and expanded facilities.*
- *Research, study, and advise the Friedman Memorial Airport Authority and Blaine County Commissioners on issues related to: the physical layout; economic viability; community-wide benefit; and physical construction of the airport destined to replace Friedman Memorial Airport.*

- *Financial Models*
 - *Construction Financing*
 - *Operation Financing*
 - *Possible MRGs*

AGENDA ITEM SUMMARY

DATE: 09/08/08 DEPARTMENT: Legislative DEPT. HEAD SIGNATURE: HD

SUBJECT:

Contract with Hailey Chamber of Commerce for expense of \$69,000 in LOT funds for various services during fiscal year 2009/2010.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Amounts and uses discussed throughout budget process. Placed on Public Hearing agenda at the request of citizen (see attached letter) wishing to contribute ideas relative to the contract for services and the use and functions of the restaurant LOT component.

We anticipate the need to better manage our cash flow during fiscal year 2009/2010. As such, we have set the contract to read that although the Chamber will continue to make monthly expense reports and quarterly accomplishment reports and annual final reports, Hailey will pay the Chamber on a quarterly basis, on the 25th day of the month following the end of each quarter. Essentially, that will be the 25th of January, April, July, and October, 2010. We discussed this matter with the Chamber Board during their monthly meeting on September 9, 2010, and were given support for this contractual element.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____ 6 _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

See Attached LOT Report by Category

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___ _____
___ Safety Committee	___ P & Z Commission	___ Police	___ _____
___ Streets	___ Public Works, Parks	___ Mayor	___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review and approve contract.

FOLLOW-UP REMARKS:

*

From: sarah.heiden@gmail.com [mailto:sarah.heiden@gmail.com] **On Behalf Of** Wiseguy Pizza Pie
Sent: Thursday, August 27, 2009 1:06 PM
To: Heather Dawson
Subject: Re: Public Comment Regarding LOT Renewal

Heather,

Sorry we missed you. Now that we have two restaurants in the valley, it is hard to know where to find us.

I appreciate the letter you and Mayor Davis sent out however, I'm not surprised you didn't hear back from business owners. It didn't specifically ask for input, it was more informative than a call to action. I'm sorry my response did not meet the deadline.

As you can gather from my previous letter, I feel strongly that the LOT on food and drink is excessively taxing local residents. I also feel that the Hailey Chamber could combine some efforts with the SVK Chamber in order to reduce the overall operating expenses. There is a lot of redundancy between these organizations, we should look to save money by consolidating efforts valley-wide and planning regionally. We can market ourselves as one valley, Hailey/Ketchum/Sun Valley - at least as we present ourselves to out-of-county and out-of-state residents. Then, the Hailey Chamber would not need marketing funds of \$75,000 to advertise Hailey separately from Sun Valley/Ketchum. Essentially splitting hairs.

It is highly questionable if the events sponsored by Hailey Chamber directly benefit the city economically. Springfest, Cheer Competitions, Senior Citizen Beauty pageants are not necessarily bringing more tourist dollars to Hailey. Events such as Northern Rockies Folkfest and 4th of July parade are where we should concentrate our efforts. Make these two or three events successful and let the other events sink or swim on their own. Hailey Night of Music can easily be planned by volunteer citizens now that it has taken place two consecutive years. Baseball tournaments will be planned by the League.

The Hailey Chamber survived for years with one staff member and a few events, four years ago they received more funds via LOT revenue and expanded operations. Now is the time to measure the success of this expansion in order to determine if the funding should continue. If the Chamber cannot provide measurable figures to demonstrate return on investment, then I think the city should consider redirecting these funds to another area of city business or reducing the LOT on local residents altogether.

I would be glad to set up a time to discuss this further if you would like.
Regards,

Sarah

On Wed, Aug 26, 2009 at 2:59 PM, Heather Dawson
<heather.dawson@haileycityhall.org> wrote:

Hello Eric and Sarah –

I had stopped by Wise Guy on Monday afternoon, because Jim Spinelli had told me you had some ideas about how the chamber should better utilize its LOT funds for different types of events, and I wanted to share your ideas with the city council. You were not there.

I am so sorry that I did not have this correspondence before Monday evening's meeting, during which we discussed the fact that no business had responded to Mayor Davis's letter. I will share this comment with the council now. Thank you so much for submitting your ideas to us. As always, they are thoughtful and thorough.

Heather Dawson, Hailey City Administrator

From: sarah.heiden@gmail.com [mailto:sarah.heiden@gmail.com] **On Behalf Of** Wiseguy Pizza Pie
Sent: Tuesday, August 25, 2009 12:43 PM
To: Heather Dawson
Subject: Public Comment Regarding LOT Renewal

Dear Council Members,

We are writing to oppose the renewal of the LOT in Hailey. We received a letter from Mayor Davis stating that the revenue from the LOT is generated largely by visitors. We feel this statement is incorrect. As restaurant owners (Wiseguy Pizza Pie) it is apparent to us that the majority of the customers paying the LOT on beer/wine and food are local residents. This directly contradicts the purpose of the LOT, which is to tax visitors in order to offset impact by visitors.

Our suggestion is to lift the LOT on food and liquor by the drink. We realize this will decrease the LOT revenue significantly and will subsequently eliminate some services for which the LOT has paid. It is also my feeling that the Hailey Chamber of Commerce has not been effective at utilizing the \$205,500 in funds it has received from the LOT in order to increase tourism to the area and thus replenish the LOT. In theory, the LOT should be regenerative however, the Hailey Chamber has not been able to increase tourism enough to offset the financial burden the LOT places on local residents. Therefore, I suggest that funding for the Chamber be reduced in light of a reduction in overall LOT revenue.

To their credit, the Hailey Chamber has increased events from 3 to 17 annually and this is no small effort but in a recessionary time such as this, we have to question whether these events are actually bringing out-of-town and out-of-county visitors to the city or if these events are merely getting local residents out

and about. If the latter is the case, which I believe it to be, then these events are not meeting their purpose. The Hailey Chamber has two full-time staff members, yet the website is often out of date and misinformed. The Chamber office is frequently closed. Chamber funds have gone to pay for flower baskets and banners to beautify Main St. These are nice things to have but they are not necessary. We believe residents of Hailey would rather pay a bit less for their food and beer than have flower baskets which require daily watering.

Would it not benefit the area as a whole to combine Hailey Chamber efforts with the Sun Valley/Ketchum Chamber? This organization has already reached critical mass, they often publicize Hailey events on their website and in their newsletter, and many Hailey businesses are members of the SVK Chamber. This is a big idea, but it worth exploring.

In closing, we understand the city relies on the LOT to fund many city services. We propose that the Council find a way to budget for necessary city services through a LOT on hotel rooms and rental cars and cut unnecessary services while reducing the LOT on food and liquor-by-the-drink.

Regards,

Sarah & Erik Heiden

315 E. Carbonate St.

Owners Wiseguy Pizza Pie

720-8484

Month of L.O.T. Payment to Retail Establishment
(City receives in month following payment to business)

Month	Lodging & Rental Cars 3% Tax (13 Businesses)	Alcohol Beverages 2% Tax (19 Businesses)	Restaurant Food 1% Tax (29 Businesses)	Monthly Total	Penalty
2006					
July	\$29,656.99	\$4,169.34	\$11,061.24	\$44,887.57	
August	\$32,890.52	\$4,099.52	\$10,841.06	\$47,831.10	
September	\$17,451.00	\$3,690.61	\$9,371.84	\$30,513.45	
FYE 9/30/2006	\$79,998.51	\$11,959.47	\$31,274.14	\$123,232.12	
October	\$12,111.36	\$2,691.97	\$8,275.86	\$23,079.19	
November	\$7,397.23	\$3,871.84	\$7,174.80	\$18,443.87	
December	\$15,184.85	\$4,684.58	\$9,682.23	\$29,551.66	
2007					
January	\$24,146.18	\$4,449.78	\$8,883.18	\$37,479.14	
February	\$19,179.52	\$2,267.23	\$5,445.56	\$26,892.31	
March	\$19,303.14	\$3,444.52	\$9,065.04	\$31,812.70	
April	\$9,899.97	\$4,271.39	\$7,309.29	\$21,480.65	
May	\$8,066.00	\$3,905.84	\$8,001.06	\$19,972.90	\$16.26
June	\$15,073.02	\$3,924.09	\$10,140.12	\$29,137.23	\$31.37
July	\$36,881.07	\$4,336.92	\$10,651.29	\$51,869.28	\$37.91
August	\$34,048.26	\$4,178.07	\$10,634.02	\$48,860.35	\$32.34
September	\$18,526.03	\$5,931.49	\$10,626.11	\$35,083.63	\$228.46
FYE 9/30/2007	\$219,816.63	\$47,957.72	\$105,888.56	\$373,662.91	\$346.34
October - rec'd Nov	\$11,979.89	\$3,271.25	\$8,406.10	\$23,657.24	\$187.24
November - Rec'd Dec	\$8,543.65	\$2,993.52	\$7,084.86	\$18,622.03	\$246.67
December	\$12,869.41	\$5,367.91	\$10,388.41	\$28,625.73	\$206.25
2008					
January - RECEIVED FEB	\$25,180.31	\$3,484.47	\$7,156.41	\$35,821.19	\$99.06
February - RECEIVED MARCH	\$19,518.91	\$3,626.40	\$7,516.67	\$30,661.98	\$72.43
March - RECEIVED APRIL	\$21,279.49	\$3,765.16	\$9,764.30	\$34,808.95	
April - RECEIVED MAY	\$8,021.82	\$3,251.23	\$8,000.12	\$19,273.17	
May - RECEIVED JUNE	\$8,765.32	\$3,466.62	\$9,342.87	\$21,574.81	
June - RECEIVED JULY	\$15,219.06	\$3,916.02	\$10,404.58	\$29,539.66	\$83.25
July - RECEIVED AUGUST	\$33,982.96	\$4,644.69	\$11,545.68	\$50,173.33	\$204.80
August - RECEIVED SEPT	\$32,823.43	\$4,364.51	\$11,307.35	\$48,495.29	\$88.64
September - RECEIVED OCT	\$17,191.50	\$3,510.01	\$9,873.00	\$30,574.51	\$47.02
FYE 9/30/2008	\$215,375.75	\$45,661.79	\$110,790.35	\$371,827.89	\$1,235.36
October - rec'd Nov	\$11,365.48	\$3,769.60	\$9,364.82	\$24,499.90	\$96.22
November - Rec'd Dec	\$6,029.09	\$2,890.36	\$6,741.85	\$15,661.30	\$0.00
December - Rec'd Jan	\$9,650.63	\$3,896.73	\$8,210.61	\$21,757.97	\$458.76
January - Rec'd Feb	\$16,732.01	\$3,472.92	\$7,924.09	\$28,129.02	
February - Rec'd March	\$14,445.33	\$2,733.42	\$6,437.49	\$23,616.24	\$98.35
March - RECEIVED APRIL	\$13,205.82	\$3,265.15	\$8,339.75	\$24,810.72	\$126.41
April - RECEIVED MAY	\$6,409.82	\$2,935.02	\$7,699.19	\$17,044.03	\$81.01
May - RECEIVED JUNE	\$6,542.73	\$3,059.81	\$8,272.70	\$17,875.24	\$11.43
June - RECEIVED JULY	\$11,099.10	\$2,945.75	\$8,872.56	\$22,917.41	\$5.54
July - RECEIVED AUGUST	\$26,984.67	\$4,260.18	\$10,432.38	\$41,677.23	
August - RECEIVED SEPT		\$3.45	\$9.91		
FYE 9/30/2009	\$122,464.68	\$33,232.39	\$82,305.35	\$237,989.06	\$877.72
TOTAL RECEIVED SINCE INCEPTION	\$637,655.57	\$138,811.37	\$330,258.40	\$1,106,711.98	\$2,459.42

City of Hailey

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

(208) 788-4221
Fax: (208) 788-2924

September 14, 2009

Jim Spinelli
Hailey Chamber of Commerce
Hailey, ID 83333

Dear Jim,

The City of Hailey will amend its cash management policy in the new fiscal year beginning October 1, 2009. Previously, we have submitted monthly contributions to the Hailey Chamber of Commerce to support partnership activities. These payments followed the month of service, so in effect we have previously paid the annual budgeted amount in monthly installments beginning in November and ending in early October.

Hailey will amend its cash management policy such that our contributions to partnering agencies will be made on a quarterly basis. Our budgeted amount for fiscal year 2009-2010 of \$69,000 will be paid in quarterly payments during the month following the completion of each quarter. We will remit the Hailey Chamber's billed amounts up to \$17,250 on the 25th day of the month in January, April, July, and October, 2010.

These policy changes are being made in the interest of improved cash management, a necessary prerequisite to Hailey's continued support of important partners through high budget contributions. Thank you for working with us through these transitions.

Respectfully yours,

Heather Dawson
Hailey City Administrator

cc: Lisa Emerick, Chair

CONTRACT FOR SERVICES
(City of Hailey and the Hailey Chamber of Commerce)

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this 1st day of October, 2009, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as "Hailey") and the Hailey Chamber of Commerce, an Idaho non-profit corporation (hereinafter referred to as "Chamber").

RECITALS

A. Hailey is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Hailey for an extended period of time;

B. Hailey has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;

C. The voters of Hailey approved Hailey Ordinance Number 950, which imposes a local option tax pursuant to Idaho Code § 50-1044;

D. Taxes collected pursuant to such ordinance shall be used, among other things, for City promotion, visitor information, special events and economic development;

E. The Chamber has public relations abilities and is experienced in providing advertising and marketing services for the advancement of the trade, commerce, and industry of the tourism-based economy of Hailey;

F. The Chamber desires to create a strong economic climate, to provide tourism marketing and to provide the best possible information and service to Hailey area visitors, all of which are consistent with the purposes and findings of Ordinance No. 950;

G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to provide general information to and encourage tourists to visit Hailey area by means of marketing and promotion and to participate in lawful activities which promote and enhance the trade, commerce and industry of the City. These activities are determined to be ordinary and necessary expenses for the economic well-being of Hailey and its residents and guests;

H. Hailey desires to contract with the Chamber for professional services to provide visitor information and the promotion and marketing of the City and its special events;

I. The parties acknowledge and agree that all funds paid to the Chamber under this Agreement shall be used to provide services for Hailey for the legitimate public purposes of promoting the Hailey area to attract visitors and businesses, providing information about the community for the benefit of visitors and businesses, operating a visitor information center, increasing employment opportunities to the residents of Hailey, enhancing special events for

residents and visitors and increasing tax revenues; and

J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Hailey and the Chamber, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services provided herein, Hailey agrees to pay Chamber the maximum sum of SIXTY-NINE THOUSAND DOLLARS (\$69,000). Subject to the terms and conditions set forth herein, quarterly installments shall be made within the fiscal year on or before January 25, 2010, and continuing on the 25th day of the first month of each quarter thereafter (April, July, and October), through the term of this Agreement.

2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2009, until September 30, 2010.

3. Scope of Services. The Chamber shall provide the following services:

A. Hailey Business Promotion and Special Events. The Chamber shall provide services to operate, manage, provide and supervise the distribution of visitor information to the general public and provide professional marketing services to promote the Hailey area in accordance with this Agreement. The Chamber shall advertise Hailey businesses in multi-media. The Chamber shall continue to advertise and increase advertising for current special events in Hailey, such as the Fourth of July activities, Northern Rocky Folk Festival, Trailing of the Sheep, and Holiday Parade. The Chamber shall actively promote and create at least one new special event in Hailey during periods when there are no special events within Blaine County. The Chamber shall coordinate existing events between the chambers of commerce in other Blaine County municipalities to avoid scheduling conflicts with different events. (Maximum payment--\$24,500).

B. Visitor Services. The Chamber shall provide literature, advertising, staff, supplies, equipment and support associated with an educational awareness program designed to promote the Hailey area as a destination for visitors. The Chamber shall develop, arrange and pay for the costs of printing, and distribute the literature necessary to promote the Hailey area to visitors. The Chamber shall also travel to and identify and conduct activities and programs encouraging potential visitors to use the Hailey area as a destination. The Chamber shall coordinate its activities in coordination with other visitor promotional entities. The Chamber shall lease space on Main Street, Hailey, Idaho or any other suitable location within the city and provide advertising for Hailey businesses, and brochures, maps and similar promotional materials for Hailey businesses for visitors. The Chamber shall also provide professional relocation and information packets for distribution by mail and other means. The Chamber shall

offer information and answer all inquires from visitors and the general public and shall produce adequate supplies of brochures, pamphlets, fact sheets, and similar materials that can be handed out or mailed, free of charge to the public. Once a site is obtained, the Chamber will submit the hours of operation of the Center to the City for review and approval. (Maximum payment--\$13,000)

C. Town Improvement. The Chamber shall survey local merchants in Hailey to identify additional beautification and similar projects to be pursued in Hailey, other than the hanging baskets and event banners. The Chamber shall also survey and coordinate seasonal decorating within Hailey. (Maximum payment--\$9,000).

D. Web Site and Calendar. The Chamber shall upgrade the Chamber's website to be more user friendly and to provide additional information about Hailey's businesses, events and amenities. (Maximum payment--\$2,000).

E. Economic Development/Relocation for New Business. The Chamber shall actively recruit appropriate businesses to Hailey, including developing and maintaining a "Ready Team" who will contact all interested businesses, promote the relocation of a business and facilitate a business' relocation to Hailey.

~~F. Establish a S.C.O.R.E. Chapter. The Chamber shall research the feasibility of establishing a S.C.O.R.E. Chapter.~~

F. Staffing: Continue to employ and develop an Assistant Director to assist the Executive Director in all Chamber activities. The amount established herein is based on matching costs/funds of the salary and payroll taxes for the new employee. (Maximum payment--\$20,500)

4. Budget, Annual Work Plan, Reports and Availability of Records.

A. Budget. Within thirty (30) days after the execution of this Agreement, the Chamber shall submit a final operating budget for the Chamber, which is satisfactory to Hailey, for the calendar year 2010, showing income, expenses and particular fund balances. The operating budget shall contain sufficient information and detail to permit meaningful review by the public.

B. Quarterly Reports. The Chamber shall submit a written quarterly performance report to the Hailey City Council on the services provided hereunder, as well as an accounting of the actual expenditures of Hailey funds in relation to the Budget. In addition, after the submittal of the written report, the Chamber shall present the quarterly performance report to the Hailey City Council at the next regular City Council meeting.

C. Monthly Reports. The Chamber shall keep a record of all written and oral inquires received and all information distributed during the contract period for the services to be provided under this Agreement and shall submit a monthly statistical report to Hailey of these activities beginning on October 1, 2009, and continuing on the fifth business day of every month

thereafter during the term of this Agreement. The monthly reports shall be submitted to Hailey for the purpose of justifying and receiving quarterly payments.

D. Financial Accounting and Reporting Requirements. The Chamber shall submit to Hailey a year end financial statement which shall be prepared in a format that details the expenditure of Hailey funds paid to the Chamber under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of the Chamber's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of the Chamber only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, the Chamber shall remit the disallowed amount to Hailey within 30 days of notification by Hailey of such improper expenditures.

E. General Requests. Upon request, and within a reasonable time period, the Chamber shall submit any other information or reports relating to its activities under this Agreement to Hailey in such form and at such time as Hailey may reasonably require.

F. Retention of Records. The Chamber agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Hailey, at its own expense, may review or audit the financial transactions undertaken by the Chamber under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Chamber.

5. Quarterly Payments. To receive payments for the services described in paragraphs 3(A) through (F) of this Agreement, inclusive, the Chamber shall submit the monthly reports described in paragraph 4(C) of this Agreement. Hailey shall pay the Chamber, on a time and material basis, its actual costs of services and materials described in paragraphs 3(A) through (E) of this Agreement, inclusive, which sums shall not exceed the amounts specifically stated in paragraphs 3(A) through (E) of this Agreement, inclusive; provided, however, the quarterly sum to be paid to the Chamber shall not exceed the maximum quarterly payment of \$17,250 per quarter.

6. Record of Funds. In order to insure proper financial accountability, the Chamber shall maintain accurate records and accounts of all funds received from Hailey, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours, on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Chamber by Hailey shall be expended solely for operations and activities in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other Chamber activities or purposes other than for operations and activities in conformance with this Agreement.

7. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey	Hailey Chamber of Commerce
115 Main Street So.	P.O. Box 100
Hailey, Idaho 83333	Hailey, Idaho 83333

All notices of changes of addresses shall be sent in the same manner.

B. Termination. The parties hereto covenant and agree that in the event Hailey, in its sole and absolute discretion, lacks sufficient funds to continue paying for Chamber's services under this Agreement, Hailey may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Chamber shall submit a report of expenditures to Hailey. Any Hailey funds not encumbered for authorized expenditures at the date of termination shall be refunded to Hailey within twenty (20) days.

C. Independent Contractor. Hailey and Chamber hereby agree that the Chamber shall perform the Services exclusively as an independent contractor and not as employee or agent of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Chamber, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Chamber shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Chamber under this Agreement and for Chamber's payments for work performed in performance of this Agreement by Chamber, its agents and employees; and Chamber hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance With Laws/Public Records. Chamber, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Chamber of any obligation or responsibility imposed upon Chamber by law. Without limitation, Chamber hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Chamber for Hailey, regardless of physical form or characteristics may be public records pursuant to Idaho Code §§ 9-337 *et seq.* The Chamber further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Chamber shall maintain such writings and records in such a manner that they may readily identified, retrieved and made

available for such inspection and copying.

D. Non-assignment. This Agreement may not be assigned by or transferred by the Chamber, in whole or in part, without the prior written consent of Hailey.

E. Hold Harmless Agreement. The Chamber shall indemnify, defend and save and hold harmless Hailey, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Hailey funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by the Chamber.

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

G. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

H. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

I. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.

J. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

L. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.

N. Conflict of Interest. No officer or director of the Chamber who has decision making authority either by himself or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to

be performed in connection with this Agreement. The Chamber shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and year first written above.

CITY OF HAILEY

**HAILEY CHAMBER OF
COMMERCE**

Rick Davis, Mayor

Jim Spinelli, Executive Director

Lisa Emerick, Board President

ATTEST:

Mary Cone
City Treasurer/Clerk

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