AGENDA OF THE
HAILEY CITY COUNCIL SPECIAL MEETING
THURSDAY APRIL 20, 2017 * Blaine County School District
Distance Learning Lab Room

5:30 p.m.  CALL TO ORDER

PUBLIC HEARING:
PH 146  Discussion of Staff Memorandum regarding key elements of Quigley development and whether to consider a city
initiated annexation (Continued from April 3, 2017) ...........................................................................................................1

PH 147  Continuation of an application within the Hailey Area of City Impact for Planned Unit Development (PUD) and
Subdivision Preliminary Plat, the Quigley Farm PUD. This is an application to Blaine County by Quigley Farm
& Conservation Community, LLC for a 51-unit mixed use project. The City of Hailey is not the decision-maker, and will provide comments to the County on this application (Continued from 2/6/2017 and 3/06/2017
and April 3, meetings) (No Documents)

Matters & Motions from Executive Session or Workshop
Next Ordinance Number - 1216  Next Resolution Number- 2017-037
AGENDA ITEM SUMMARY

DATE: 4/18/17 DEPARTMENTS: Legal, Community Development DEPT. HEAD SIGNATURE: NW, LH

SUBJECT:
Continued discussion of Draft Annexation Agreement regarding Quigley development and whether to consider a city initiated annexation (Continued from February 27, and April 3, 2017) and Continuation of an application within the Hailey Area of City Impact for Planned Unit Development (PUD) and Subdivision Preliminary Plat, the Quigley Farm PUD. (Continued from 2/6/2017 and 3/06/2017 meetings.)

AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code 5.20
(IF APPLICABLE)

ATTACHMENTS:

1. Draft Annexation, Services and Development Agreement dated April 18, 2017. This document has been revised since the last council meeting and the revisions are redlined.
2. Draft Annexation, Services and Development Agreement dated April 18, 2017. This document shows all the revisions but is redlined. Exhibits are attached to the clean version of the document; the school site is noted generally on Exhibit B-2.
3. Letter from Blaine County Land Use and Building Services dated April 11, 2017
4. Draft minutes from the April 3, 2017 P & Z Meeting
5. Public comment received since the April 3, 2017 Council meeting.

BACKGROUND:

At the February 27 meeting, the Council discussed a memo from staff outlining in preliminary form the pros and cons of pursuing an annexation of Quigley. In that memo, staff noted that they could not complete the analysis of the pros and cons of this development without knowing the exact commitments the developer will make on key issues such as density, open space and off-site mitigation. To complete this analysis, the Council directed staff to explore the key elements of an annexation agreement so that the Mayor and City Council will be in a better position to evaluate whether annexation is in the best interests of Hailey citizens. The City Council asked that the Planning and Zoning Commission address the following:

1. The area to be annexed into the city and the area to remain in the county.
2. The zoning districts for the area in the annexed area.
3. Density throughout the entire canyon.

The Council directed staff to have a draft of the above work for the April 3, 2017 Council meeting. A first draft Annexation, Services and Development Agreement was in the Council packet, and was presented at that meeting. That document has been revised and is included with this memo, along with exhibits. The Conservation Easement is not attached at this time. Quigley Farms is in conversations with various land conservation organizations.

Consistent with the direction of the City Council, the Planning and Zoning Commission met on March 7 and 28, 2017, and has made a recommendation on item #1, above. The Commission recommends that, if the Council determines that it wishes to pursue annexation, the annexation area be as shown on the attached map. The Commission also reached consensus on item #3, density throughout the entire canyon. The Commission recommends that if the Council determines that it wishes to pursue annexation the maximum (residential) density be capped at 200 units, which is the maximum that could be achieved if the project were developed in Blaine County. Of these 200 units, 176 units fall within the area that the Commission recommends could be appropriate for annexation, and 24 units are
recommended to remain in unincorporated Blaine County. (See also the attached letter from Blaine County Land Use and Building Services outlining the maximum density possible in Quigley Canyon if the property were to be developed in Blaine County.)

Regarding item #2, the Commission is satisfied with inclusion of the General Residential (GR) and Recreational Green Belt (RGB) zoning districts, but continued their discussion about the commercial nature of a proposed zone called the Integrated Community Development (ICD) zoning district to a special meeting on Thursday, April 6th. Public comment was taken. After the close of public comment, each Commissioner noted that the City should be part of the decision-making process. They noted a preference for using the Neighborhood Business District zoning category, for proposed commercial uses, as this is consistent with the Hailey Comprehensive Plan Land Use Map. Commissioners noted that some modifications may be needed to this zoning category, particularly in the District Use Matrix. Regarding nonprofit and peri-urban agricultural uses, Commissioners felt that an overlay district could be developed as an overlay to the General Commercial Zone District, which would permit peri-urban agricultural uses currently not addressed in the Code. An example of such an overlay district is attached to the Annexation, Services and Development Agreement. The Commission would continue their work on this overlay district concept if the Council determines to move forward with the annexation.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:  
- Budget Line Item # ____________________
- Estimated Hours Spent to Date: ____________________
- Staff Contact: Lisa Horowitz
- Phone # 788-9815 #13

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
- City Attorney
- City Administrator
- Engineer
- Building
- Library
- Planning
- Fire Dept.
- Police
- Safety Committee
- P & Z Commission
- Mayor
- Streets
- Public Works, Parks
- __X__ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Conduct a public hearing, and continue this item to a special meeting on Wednesday, May 3, 2017.

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: ____________
*Additional/Exceptional Originals to: ____________
Copies (all info.): ____________
Instrument #: ____________

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ANNEXATION, SERVICES AND DEVELOPMENT AGREEMENT
QUIGLEY FARM

THIS ANNEXATION, SERVICES AND DEVELOPMENT AGREEMENT ("Agreement") is dated this _____ day of April, 2017, by and between the CITY OF HAILEY, IDAHO, a municipal corporation (the "City") and Quigley Farms and Conservation Community, LLC an Idaho limited liability company, and Quigley Green – Owner, LLC an Idaho limited liability company, collectively ("Quigley" and together with the City, the "Parties").

RECITALS

A. The 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, the power to zone and enforce zoning within the boundaries of the property so annexed, and the power to contract.

B. Quigley owns 1.512 ____ acres of property in Blaine County, Idaho and contiguous to the boundaries of the City, the legal description of which is set forth in attached Exhibit A-1” and depicted in attached Exhibit "A-2" (the "Property").

C. Quigley has applied for a subdivision in Blaine County. The Property is located within the Area of City Impact ("ACI"), which requires a subdivision within the Hailey ACI to comply with much of the City subdivision ordinance.

D. The City has conducted numerous public hearings before the Hailey Planning and Zoning Commission and the Hailey City Council for an annexation application between 2007 and 2012 and for the subdivision application within the ACI filed in 2016.

E. Instead of seeking approval of a subdivision of the entire Property subject to Blaine County approval under the ACI process, the Parties have elected to annex a portion of the Property, more particularly described in attached Exhibit “B-1” and depicted in attached Exhibit “B-2” (“Annexed Property”) pursuant to Idaho Code § 50-222(3)(a)(i). Quigley consents to such annexation of the Annexation Property subject to the terms, conditions and obligations set forth herein.

F. Concurrent with the execution of this Agreement, the City has adopted Ordinance No. _____ (the “Annexation Ordinance”) to annex the Property into the City and to classify and zone the Property.

G. Quigley intends to submit applications for approval of a subdivision of portions of the Annexed Property pursuant to the City’s Subdivision Ordinance and Zoning Ordinance subsequent to adoption and publication of the Annexation Ordinance.

H. The Parties agree the Annexed Property shall be developed in accordance with the
terms and conditions of this Agreement and the Ordinances of the City.

I. Quigley intends to develop the Property generally as shown on the map attached hereto as Exhibit "A-21." The Parties understand that any subdivision application and approval would ultimately result in the creation of blocks and lots with numbering that would differ from the numbering of the lots shown on Exhibit "A-21."

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

1. INCORPORATION OF RECITALS. The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.

2. DEFINITIONS. Throughout this Agreement, the following terms will be defined as follows:

"Annexation Ordinance" shall mean the ordinance adopted by the City annexing the Annexed Property into the City.

"Annexed Property" shall mean the real property more particularly described in attached Exhibit "B-1" and depicted in attached Exhibit "B-2", consisting of approximately 230.8 acres.

"City" shall mean the City of Hailey.

"Conservation Easement" shall mean that conservation easement attached hereto as Exhibit "C."

"County Property" shall mean the Property outside of the Annexed Property.

"Drainage Easement" shall mean the real property interest described in Paragraph 9(B) of this Agreement.

"Gross Floor Area" shall mean the sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including basements. Parking areas covered by a roof or portion of the building and enclosed on three (3) or more sides by building walls are included.

"Large Block Plat" shall mean the first subdivision plat, more particularly described in Paragraph 6(C), approved by the City and recorded after the effective date of the Annexation Ordinance. Such Large Block Plat shall include, but not be limited to, applicable overlay districts, maximum allowable densities, location and dedication of streets, alleys, easements, parks and other public lands and areas of public access.
“Market Rate Lots” shall mean the lots within the Annexed Property created by a subdivision plat, excluding the twenty seven (27) community housing lots described in Paragraph 12 of this Agreement. For the purpose of this definition, does not include the large blocks created by a Large Block Plat, but shall include any resubdivision of any large block as contemplated in Paragraph 6(B) of this Agreement.

“Property” shall mean the real property more particularly described and depicted in attached Exhibit “A-1,” and depicted in attached Exhibit “A-2.”

“Quigley” shall mean Quigley Farms and Conservation Community, LLC an Idaho limited liability company, and Quigley Green – Owner, LLC an Idaho limited liability company.

“Well Site” shall mean the real property and access thereto for a municipal well described in Paragraph 9(A) of this Agreement.

3. AUTHORITY. This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §§ 50-222, 50-301, 67-6511A and 67-6512.

4. ANNEXATION. The Annexed Property shall be annexed by the City of Hailey. Quigley does hereby consent to the annexation of the Annexed Property. Accordingly, the annexation of the Annexed Property is a Category A annexation and is authorized by Idaho Code § 50-222(3)(a)(i). This Agreement shall become effective only upon, and subject to, the Hailey City Council’s enactment of the Annexation Ordinance.

5. ZONING. Upon annexation, the Annexed Property shall be classified and zoned in accordance with the Annexation Ordinance. The Parties acknowledge that no zoning of the Property can exist solely by virtue of this Agreement. The zoning districts of the Annexed Property are depicted in Exhibit “B-3B-2,” and consist of RGB - Recreational Green Belt, GR - General Residential, NB - Neighborhood Business and a Peri-Urban Agriculture Overlay Zone in a form consistent with Exhibit “D”.

6. DEVELOPMENT AND DENSITY.

A. Hailey Property. The Annexed Property shall generally be developed as shown on attached Exhibit “B-2.” The Annexed Property shall also be developed in accordance with the terms and conditions of this Agreement and the requirements of the Hailey
Subdivision and Zoning Ordinances. The total acreage of the General Residential (GR) and Neighborhood Business (NB) and Integrated Community Development zoning districts in the Annexed Property is approximately 6673 acres. There shall be no more than a total of one hundred seventy-six (176) residential units, consisting of single family residences, duplexes, condominium units and townhouse units in the Annexed Property. The combined Gross Floor Area of school and nonprofit uses identified as on Exhibit “B-2” shall not exceed 102,200 square feet and the combined Gross Floor Area of commercial uses identified as on Exhibit “B-2” shall not exceed 23,920 square feet, except for greenhouses, which shall not be included in the Gross Floor Area calculations. A school shall be limited to the location identified on Block 15 in Exhibit “B-2”.

B. County Property. The County Property shall generally be developed as shown on attached Exhibit “B-3A-2.” The total acreage of the residential development in the County Property is 43 acres. There shall be no more than a total of twenty-four (24) single family residential units to be constructed on twenty-four (24) lots on the portion of the County Property in the location depicted on Exhibit “B-3A-2.” The County Property shall also be developed in accordance with the terms and conditions of this Agreement and the requirements and limitations of the Blaine County Subdivision and Zoning Ordinances. The Parties agree that a subsequent residential subdivision application in the County Property with the same density and at the same general location as shown on Exhibit “B-3A-2” shall not require further formal City review under the ACI.

C. Large Block Plat. The large blocks identified as Blocks 1 through 17 on Exhibit “BA-2” may be subdivided further, provided the density described in Paragraph 6(A) and Exhibit “B-3A-2” is not exceeded. Otherwise, following the subdivision of the lots and sublots described herein, none of the lots and sublots may be further subdivided.

7. CONSERVATION EASEMENT. Concurrent with the execution and recording of this Agreement, the Developer shall grant a perpetual Conservation Easement limiting development of the Property as set forth herein in the Conservation Agreement. The total acreage of the Conservation Easement shall be approximately 1268.58 acres, excluding the land to be dedicated to the Blaine County School District under Paragraph 10(A) of this Agreement and excluding the land to be dedicated to the Blaine County Recreation District under Paragraph 10(B) of this Agreement.

8. CONSIDERATION. In consideration for the City providing essential governmental and utility services to the Property and to mitigate the impact on the City of annexation and development of the Annexed Property, the Developer shall pay to the City the sum of Four Hundred Forty-Five Thousand Nine Hundred and Ten Dollars ($445,910), which shall be due and payable as follows:

A) Phase 1 (Blocks 1-4): $232,821 due and payable as a condition of City’s execution of the Large Block Plat;
B) Phase 2 (Blocks 5, 6 and 7): $196,077 due and payable as a condition of the City's execution of the first subdivision plat after the subdivision plat creating Phase 1 (the "Phase 2 Plat") (note: it is anticipated there will be a Phase 1 Plat recorded between the Large Block Plat and the Phase 2 Plat); and

C) Phase 3: $151,440 due and payable as a condition of the City's execution of the first plat after the Phase 2 Plat (the "Phase 3 Plat").

The installments to be paid pursuant to Paragraphs 8(A), (B) and (C) above, shall be subject to adjustment prior to the due date of each such installment payment (the "Adjustment Dates") on the basis of the change in the Consumer Price Index for All Cities published by the United States Department of Labor (the "Index") which is published for the month of the Large Block Plat recording date (the "Beginning Index"). If the Index published nearest the Adjustment Date (the "Adjustment Index") has changed from the Beginning Index, the annexation fee installment payment then due shall be determined by multiplying the installment amount listed above by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index.

The obligation to pay the installments of annexation fees shall create a lien on the Market Rate Lots which shall be released in accordance with Paragraph 18(H) of this Agreement. The Parties acknowledge and agree that the consideration described in this Paragraph 8 is fair and equitable and has been agreed upon as consideration for the City providing essential governmental and utility services to the Property and to mitigate the impact on the City of annexation and development of the Property. Except as otherwise provided herein, Quigley agrees for itself and its successors, heirs and assigns, that Quigley or any of its successors, heirs or assigns, as the case may be, shall not be entitled to any credit for any obligation for an impact or capital facilities fee, water and wastewater connection fees for each lot or building with one or more commercial and/or residential uses, building permit fee, development impact fee created in accordance with Idaho Code §§ 67-8201 et seq., as amended, or similar fee associated with the development of the Property, by virtue of the consideration described in this Paragraph 8.

9. CONVEYANCE OF LAND TO CITY. In further consideration for the City providing essential governmental and utility services to the Annexed Property and to mitigate the impact on the City of annexation and development of the Annexed Property, Quigley shall convey by appropriate warranty deed or deed of easement, as the case may be, title to the real property described in Paragraphs 9(A) and 9(B), below (the "City Property"), free and clear of all liens, encumbrances, and restrictions, exclusive of (b) property taxes for the current year which are not due and payable on or before the date of conveyance and (c) all easements, restrictions, notes and other matters as may be shown on the official plat of the subdivision and/or planned unit development which may be approved by the City for the Property. The appropriate deeds for the City Property, executed by Quigley in recordable form, shall be delivered to the City on or before sixty (60) days after the recording date of a subdivision plat describing the property in Paragraph 9(A). Within thirty (30) days after the recording of the plat, Quigley shall obtain at Quigley's cost and deliver to the City a commitment for an owner's
title insurance policy issued by a title insurance company selected by the City describing the City Property, showing all matters pertaining to the City Property, and listing the City as the prospective named insured (the "Title Commitment"). The Title Commitment shall not list in its Schedule B – Section 2 any exceptions to title other than the title insurance company's standard exceptions for an owner's title insurance policy and those exceptions described above in this paragraph.

A. **Well Site.** A parcel of land approximately 50' x 50' in size, as generally depicted on Exhibit "B-2" ("Well Site"), shall be conveyed to the City, including appropriate access to said site. Quigley will receive a credit of One Hundred Thousand Dollars ($100,000.00) to be applied against either Annexation Fees and or future Water Connection Fees. City shall be responsible for obtaining permits and all costs associated for development of the Well Site, and for all water rights associated with said well. Concurrent with the execution of this Agreement, Quigley shall grant the City an easement for the Well Site and reasonable access thereto.

B. **Drainage Easement.** Concurrent with the execution of this Agreement, Quigley shall grant the City an easement for a parcel of land, as generally depicted on Exhibit "B-2" ("Drainage Easement") for the purpose of allowing water drainage from the municipal water tank into Quigley Creek.

10. **OTHER ON-SITE IMPROVEMENTS.** In further consideration for the City providing essential governmental and utility services to the Annexed Property and to mitigate the impact on the City of annexation and development of the Annexed Property, and to benefit the community as a whole Quigley agrees to make the following improvements and dedications within the Annexed Property:

A. Dedication of property identified on Exhibit "B-2" to Blaine County Recreation District ("BCRD") within thirty (30) days of the recording of the Large Block Plat, subject to all reservations and easements identified on Exhibit "B-2." Quigley shall provide easement rights to the BCRD allowing access and use of such property by BCRD and its invitees for recreational purposes from the effective date of the Annexation Ordinance through the date the property is conveyed. In addition, Quigley shall, at its cost, provide water and wastewater service connections to the boundaries of the property to be conveyed at the time infrastructure associated with Block 2 is developed. Quigley shall also convey to BCRD water rights covering 1 acre for irrigation.

B. Dedication of property Identified of Exhibit "B-2" to the Blaine County School District ("BCSD") for use as playing fields within thirty (30) days of the recording of the Large Block Plat. Quigley shall provide easement rights to the BCSD allowing access and use of such property by BCSD and its invitees for recreational purposes from the effective date of the Annexation Ordinance through the date the property is conveyed. In addition, Quigley shall, at its cost,
provide water and wastewater service connections to the boundaries of the
playing fields at the time the playing fields are developed by BCSD. Quigley
shall be allowed to continue farming the property and shall provide temporary
seeding or other suitable crop cover and temporary irrigation, both of which shall
be maintained by Quigley until such time as the playing fields are developed.

C. Snow Storage Area. Quigley shall provide adequate snow storage area for all
streets and roads within the Annexed Property, along with snow storage within
the Property for any snow removed from the Annexed Property.

11. OFF-SITE IMPROVEMENTS. In further consideration for the City providing
essential governmental and utility services to the Annexed Property and to mitigate the impact on
the City of annexation and development of the Annexed Property, Quigley shall make the
following off-site improvements:

A. Vehicular/Bike Lane Improvements. In consideration of the impacts the
development of the Annexed Property will have on roads in the City, as
determined by a percentage of traffic projected to come from Annexed Property,
Quigley agrees for itself and its successors, heirs and assigns, that Quigley or any
of its successors, heirs or assigns, as the case may be, to consent to the creation of
a Modified Local Improvement District pursuant to Idaho Code § 50-1705 for the
purpose of funding Quigley’s share of street and bike path improvements on the
following schedule:

i) Phase 1 – Off Site Street Improvements on Fox Acres, consisting of
   tbd??, completed prior to and as a condition of the granting of a
certificate of occupancy for the first unit in the Annexed Property; and
   Bike/Pedestrian Improvements consisting of a bike path between the
   Wood River Trail and Quigley Road to be completed prior to and as a
   condition of the granting of a certificate of occupancy for the first unit in the
   Phase 1 Plat.

ii) Phase 2 – Off Site Street Improvements consisting of a “mini roundabout”
at the intersection of Eastridge and Quigley Road and a “diverter island” at
the intersection of 8th and Croy to be completed prior to and as a condition
of the granting of a certificate of occupancy for the first unit in the Phase 2
Plat.

B. Toe of the Hill Trail Connection. Upon a grant of an easement by the Blaine
County School District, Quigley shall within sixty (60) days provide reasonable
access to the Toe of the Hill Trail and shall construct a trail connection consistent
with the existing condition of the trail from the southerly recreational parking site
to the existing trail on property owned by the Blaine County School District as
shown on Exhibit “B-2”
12. COMMUNITY HOUSING. In further consideration for the City providing essential governmental and utility services to the Annexed Property and to mitigate the impact on the City of annexation and development of the Annexed Property, Quigley shall convey title, free of charge, to twenty seven (27) community housing lots on the Annexed Property to ARCH Community Housing Trust, Inc. ("ARCH") for development as community housing subject to a deed restrictions managed by the Blaine County Housing Authority. The twenty-seven community house lots shall be made up of 6 single family lots, 9 cottage townhomes and 16 duplex lots, and allocated among the Blocks as shown on attached Exhibit "B-2." Conveyance shall be made within thirty (30) days of the recording of the plat within which the lots are identified on "Exhibit B-2." Development of all community housing lots shall be in conformance with, and subject to, applicable covenants, conditions and restrictions and design guidelines associated with the development of the Annexed Property.

13. WASTE WATER SYSTEM. In order to reduce the impacts to the City and the City’s wastewater system, Quigley will design and install, at its sole expense, a Small Diameter Collection System utilizing STEP/STEG (septic tank effluent pumping/septic tank gravity tanks) technology and a community scale wastewater treatment system engineered to produce a Class A non-potable water as effluent ("Local System") which shall be permitted by, and conform to all specifications of the Idaho Department of Environmental Quality ("IDEQ"). Operation of the Local System shall conform to all IDEQ standards and shall be the responsibility of the Quigley Owners Association ("Association"). Wastewater will be collected from all residences, commercial properties, schools and public restrooms through the Local System, treated and to the extent possible, dispersed or reused on-site. The Local System will be designed to store treated effluent during the day for irrigation use at night and will have the ability to discharge into the City wastewater system during off-peak hours through a single point of connection. The Association shall limit the discharge of effluent into the City wastewater system at certain hours. The City shall advise the Association of the permissible hours of discharge of effluent into the City wastewater system. In the event the Local System discharges into the City wastewater system during non-permitted times, the City shall have the absolute right to enter upon the Association property and cause the effluent to be discharged into the City wastewater system at the designated times. In the event that the Association is not able to maintain or keep the Local System functional, the Association will be responsible for the expense of upgrading the City’s Waste Water collection system to improve capacity in an amount that is proportional to the Quigley development impacts on collection system capacity. The costs to remediate, abandon and any other costs associated with the discontinuation of the Local System shall be the sole responsibility of the Association.

Notwithstanding the foregoing, Quigley agrees for itself and its successors, heirs and assigns, that Quigley or any of its successors, heirs or assigns, as the case may be, shall pay wastewater connection fees for every residential and commercial use at the time of connection at the then current amount charged for such connections by City, but that monthly wastewater user fees will be charged to the Association, and not to individual users, based on the actual discharge of wastewater effluent from the Local System into the City System at the same rate as other users.
of the City wastewater system.

14. WATER RIGHTS AND WATER SYSTEM. Quigley shall retain ownership of all of the irrigation and other water rights which are currently appurtenant to the Annexed Property (the “Water Rights”) and, except as hereinafter provided, in its sole and absolute discretion, may sell or otherwise convey and transfer the Water Rights off of the Property. If acceptable to the City, Quigley may convey up to _____ acres of the Water Rights to the City and receive credit in the amount of $12,000.00 per acre so conveyed from the City toward of Annexation Fees.

Notwithstanding the foregoing, Quigley agrees for itself and its successors, heirs and assigns, that Quigley or any of its successors, heirs or assigns, as the case may be, shall pay water connection fees for every residential and commercial use at the time of connection at the then current amount charged for such connections by the City. Quigley shall construct a dual water system constructed to City Standards consisting of a potable water main connected to the City municipal water system and a separate irrigation water main. Water from the City’s system shall be used for domestic, indoor use and fire suppression. Irrigation shall not be provided from the City’s system. Each property shall be individually charged a monthly water user, bond and base fee. Operation of Quigley’s grey water and private irrigation well system shall conform to all IDEQ standards and shall be the responsibility of the Association. In addition, Quigley shall connect the separate irrigation main to a well to be owned and operated by the Association. The City will not provide supplemental irrigation water from the City’s System in the event of curtailment resulting from groundwater rights adjudication, system failure or any other reason that limits Quigley from providing its own irrigation water.

15. ACCESS TO QUIGLEY CANYON. Quigley Road throughout the Property shall continue to be open to the public on a year-round basis. The portion of Quigley Road within the Annexed Property shall be maintained in generally its present status by Quigley. Quigley hereby grants an easement for public use to the City and the public along Quigley Road within the Annexed Property in its present location, for the existing width of the roadway including ditches. Quigley shall dedicate Quigley Road, in whole or in part, to the City upon its improvement to City Standards or upon a subdivision of a large block on either or both sides of the present road, whichever shall occur first. Maintenance of Quigley Road within the Annexed Property prior to its dedication to the City shall not include snow removal, and there shall be no winter vehicular access. Quigley shall also maintain a parking area at the Eastern end of Quigley Road at its present location for recreational users. In addition, the public shall be granted public access to Quigley Peak and Antler Street, in the locations shown on attached Exhibit “B-2.” The public access described in this Paragraph 15 shall be expressly provided in the Large Block Plat.

16. AGRICULTURAL USES IN GR ZONING DISTRICT. Concurrent with the zoning of the Annexed Property, the City shall allow growing and harvesting of crops and grazing as permitted uses on the portion of the Annexed Property in excess of ten (10) acres shown as _______ on attached Exhibit “B-2,” until the issuance of a building permit for a
residential building on each of the large blocks located thereon at which time growing and harvesting of crops and grazing shall be prohibited on the large block, or until the undeveloped large blocks are less than ten (10) acres, at which time growing and harvesting of crops and grazing shall be prohibited on any portion of the area shown as __________ on attached Exhibit "A-2."

47. MISCELLANEOUS PROVISIONS.

A. POLICE POWERS. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey’s Zoning Ordinance, Hailey’s Subdivision Ordinance, and Planned Unit Development requirements for the Property. The Parties agree and understand that all state and city sales tax, including non-property taxes authorized pursuant to Chapter 5.32 of the Hailey Municipal Code, shall apply to any applicable sales in the Annexed Property.

B. AMENDMENT. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto and as evidenced by amended plats and development plans.

C. REMEDIES. In the event the Property is not developed in accordance with this Agreement, or if Quigley or its successors and assigns, if any, materially breaches, defaults or fails to perform any material obligation under this Agreement and does not cure such breach, default or failure within thirty (30) days after written notice from City of the breach, default or failure, or in the case of a breach which is incapable of being cured within a thirty (30) day time period, Quigley fails within thirty (30) days after written notice from City to commence to cure the same and thereafter to prosecute the cure of such breach with due diligence and continuity, a) the City has the right to de-annex the Property, b) the proposed subdivision and planned unit development applications may be denied, and/or c) Quigley may be required to pay additional annexation fees. Subject to the conditions set forth herein, Quigley hereby grants to the City its irrevocable consent to the de-annexation of the Property. In the event of a breach of this Agreement, in addition to all other remedies of law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

D. NOTICES. All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party’s address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile with the original to follow by mail in the manner described above. It is provided, however, that any party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other
party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile on the date so sent.

E. RELIANCE BY PARTIES. This Agreement is intended by Quigley to be considered by the City as part of Quigley’s request for annexation of the Property and application for subsequent subdivision and planned unit development plat approval, and is contingent upon said annexation. Quigley acknowledges and intends the City to consider and rely upon this Agreement in its review and consideration of said annexation request and subsequent subdivision and planned unit development application.

F. RELATIONSHIP OF PARTIES. It is understood that the contractual relationship between the City and Quigley is such that neither party is the agent, partner, or joint venturer of the other party.

G. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND. This Agreement shall inure to the benefit of the City and Quigley and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.

H. RECORDATION AND RELEASE. This Agreement shall be recorded with the Blaine County Recorder. Where the conditions of the payment of the consideration described in Paragraph 8 of this Agreement have been fully performed to the City’s satisfaction, the City shall execute and deliver from time to time upon request partial releases in the form attached hereto as “Exhibit C” to release the lien of this Agreement from portions of the Property being conveyed to third party purchasers. With each request for a partial release for a payment under paragraphs 8(A), (B) and (C) of this Agreement, Quigley shall furnish the City with a list of the Lots sold, and if requested by the City, copies of recorded deeds showing the Lots conveyed and dates of conveyances of the Lots. The cost of recording each partial release shall be paid by Quigley.

I. NO WAIVER. In the event that the City or Quigley, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Quigley, the City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

J. PARTIAL INVALIDITY. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be
construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

K. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. Any other agreements between the parties, express or implied, are hereby cancelled and of no further force nor effect. It is understood and agreed by the parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.

L. EXHIBITS. All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.

M. AUTHORITY. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

N. NO THIRD PARTY RIGHTS. This Agreement shall be for the sole benefit of the Parties and/or their successors and assigns, and no covenants or agreements herein shall be for the benefit of or create any rights in favor of any third parties, except for the rights created in favor of the Blaine County Housing Authority and ARCH under Paragraph 12 of this Agreement.

O. GOVERNING LAW. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to agreements made and performed in that state.

P. TIME OF ESSENCE. Time is of the Essence in this Agreement.

Q. NECESSARY ACTS. Each party agrees to perform any further acts and execute any documents that may be reasonably necessary to affect the purpose of this Agreement.

R. CAPTIONS TO PARAGRAPHS. The captions to the paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written herein.

DATED this _____ day of April, 2017.
CITY OF HAILEY

By: __________________________
    Fritz X. Haemmerle, Mayor

ATTEST:

______________________________
Mary Cone
Hailey City Clerk

QUIGLEY

By: ____________________________
STATE OF IDAHO )
               : ss.
County of Blaine  )

       On this _____ day of April, 2017, before me the undersigned Notary Public in and for said State, personally appeared Fritz X. Haemmerle, known or identified to me to be the Mayor of Hailey and the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the City of Hailey.

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

______________________________________________
Notary Public for Idaho
Residing at: ________________________________
Comm. Expires: ______________________________

STATE OF IDAHO )
               : ss.
County of Blaine  )

       On this _____ day of April, 2017, before me the undersigned Notary Public in and for said State, personally appeared ________________________, known or identified to me to be the _______ of ____________________, and the person who executed the foregoing instrument on behalf of said company and acknowledged to me he executed the same on behalf of said company.

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

______________________________________________
Notary Public for Idaho
Residing at: ________________________________
Comm. Expires: ______________________________
ANNEXATION, SERVICES AND DEVELOPMENT AGREEMENT
QUIGLEY FARM

THIS ANNEXATION, SERVICES AND DEVELOPMENT AGREEMENT ("Agreement") is dated this ___ day of April, 2017, by and between the CITY OF HAILEY, IDAHO, a municipal corporation (the "City") and Quigley Farms and Conservation Community, LLC an Idaho limited liability company, and Quigley Green - Owner, LLC an Idaho limited liability company, collectively ("Quigley" and together with the City, the "Parties").

RECITALS

A. The 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, the power to zone and enforce zoning within the boundaries of the property so annexed, and the power to contract.

B. Quigley owns 1,512 acres of property in Blaine County, Idaho and contiguous to the boundaries of the City, the legal description of which is set forth in attached Exhibit A-1" (the "Property").

C. Quigley has applied for a subdivision in Blaine County. The Property is located within the Area of City Impact ("ACI"), which requires a subdivision within the Hailey ACI to comply with much of the City subdivision ordinance.

D. The City has conducted numerous public hearings before the Hailey Planning and Zoning Commission and the Hailey City Council for an annexation application between 2007 and 2012 and for the subdivision application within the ACI filed in 2016.

E. Instead of seeking approval of a subdivision of the entire Property subject to Blaine County approval under the ACI process, the Parties have elected to annex a portion of the Property, more particularly described in attached Exhibit "B-1" and depicted in attached Exhibit "B-2" ("Annexed Property") pursuant to Idaho Code § 50-222(3)(a)(i). Quigley consents to such annexation of the Annexation Property subject to the terms, conditions and obligations set forth herein.

F. Concurrent with the execution of this Agreement, the City has adopted Ordinance No. _______ (the "Annexation Ordinance") to annex the Property into the City and to classify and zone the Property.

G. Quigley intends to submit applications for approval of a subdivision of portions of the Annexed Property pursuant to the City's Subdivision Ordinance and Zoning Ordinance subsequent to adoption and publication of the Annexation Ordinance.

H. The Parties agree the Annexed Property shall be developed in accordance with the
terms and conditions of this Agreement and the Ordinances of the City.

I. Quigley intends to develop the Property generally as shown on the map attached hereto as Exhibit “A-1.” The Parties understand that any subdivision application and approval would ultimately result in the creation of blocks and lots with numbering that would differ from the numbering of the lots shown on Exhibit “A-1.”

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

1. INCORPORATION OF RECITALS: The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.

2. DEFINITIONS. Throughout this Agreement, the following terms will be defined as follows:

“Annexation Ordinance” shall mean the ordinance adopted by the City annexing the Annexed Property into the City.

“Annexed Property” shall mean the real property more particularly described in attached Exhibit “B-1” and depicted in attached Exhibit “B-2” consisting of approximately 230.8 acres.

“City” shall mean the City of Hailey.

“Conservation Easement” shall mean that conservation easement attached hereto as Exhibit “C.”

“County Property” shall mean the Property outside of the Annexed Property.

“Drainage Easement” shall mean the real property interest described in Paragraph 9(B) of this Agreement.

“Gross Floor Area” shall mean the sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including basements. Parking areas covered by a roof or portion of the building and enclosed on three (3) or more sides by building walls are included.

“Large Block Plat” shall mean the first subdivision plat, more particularly described in Paragraph 6(C), approved by the City and recorded after the effective date of the Annexation Ordinance. Such Large Block Plat shall include, but not be limited to, applicable overlay districts, maximum allowable densities, location and dedication of streets, alleys, easements, parks and other public lands and areas of public access.
“Market Rate Lots” shall mean the lots within the Annexed Property created by a subdivision plat, excluding the twenty seven (27) community housing lots described in Paragraph 12 of this Agreement. For the purpose of this definition, does not include the large blocks created by a Large Block Plat, but shall include any resubdivision of any large block as contemplated in Paragraph 6(B) of this Agreement.

“Property” shall mean the real property more particularly described and depicted in attached Exhibit “A-1.”

“Quigley” shall mean Quigley Farms and Conservation Community, LLC an Idaho limited liability company, and Quigley Green – Owner, LLC an Idaho limited liability company,

“Well Site” shall mean the real property and access thereto for a municipal well described in Paragraph 9(A) of this Agreement.

3. **AUTHORITY.** This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §§ 50-222, 50-301, 67-6511A and 67-6512.

4. **ANNEXATION.** The Annexed Property shall be annexed by the City of Hailey. Quigley does hereby consent to the annexation of the Annexed Property. Accordingly, the annexation of the Annexed Property is a Category A annexation and is authorized by Idaho Code § 50-222(3)(a)(i). This Agreement shall become effective only upon, and subject to, the Hailey City Council’s enactment of the Annexation Ordinance.

5. **ZONING.** Upon annexation, the Annexed Property shall be classified and zoned in accordance with the Annexation Ordinance. The Parties acknowledge that no zoning of the Property can exist solely by virtue of this Agreement. The zoning districts of the Annexed Property are depicted in Exhibit “B-3” and consist of RGB - Recreational Green Belt, GR - General Residential, NB - Neighborhood Business and a Peri-Urban Agriculture Overlay Zone in a form consistent with Exhibit “D”.

A. **Floodplain Map Amendment (Zoning Ordinance §10.3.8.1).** Quigley shall complete, at its own expense, a floodplain study encompassing the Quigley drainage area, with the goal of amending the present FEMA map (see Panel 668 of 1950 of the Flood Insurance Rate Map dated March 17, 1997) to accurately identify areas in the floodplain. Upon completion of the study, City and Quigley shall make application for all appropriate map amendments, including appropriate overlay zoning districts.

6. **DEVELOPMENT AND DENSITY.**

A. **Hailey Property.** The Annexed Property shall generally be developed as shown on attached Exhibit “B-2.” The Annexed Property shall also be developed in accordance with the terms and conditions of this Agreement and the requirements of the Hailey Subdivision
and Zoning Ordinances. The total acreage of the General Residential (GR) and Neighborhood Business (NB) zoning districts in the Annexed Property is approximately 69 acres. There shall be no more than a total of one hundred seventy-six (176) residential units, consisting of single family residences, duplexes, condominium units and townhouse units in the Annexed Property. The combined Gross Floor Area of school and nonprofit uses identified on Exhibit ‘‘B-2’’ shall not exceed 102,200 square feet, except for greenhouses, which shall not be included in the Gross Floor Area calculations. A school shall be limited to the location identified on Block 15 in Exhibit ‘‘B-2’’.

B. **County Property.** The County Property shall generally be developed as shown on attached Exhibit ‘‘B-3.’’ The total acreage of the residential development in the County Property is 43 acres. There shall be no more than a total of twenty-four (24) single family residential units to be constructed on twenty-four (24) lots on the portion of the County Property in the location depicted on Exhibit ‘‘B-3.’’ The County Property shall also be developed in accordance with the terms and conditions of this Agreement and the requirements and limitations of the Blaine County Subdivision and Zoning Ordinances. The Parties agree that a subsequent residential subdivision application in the County Property with the same density and at the same general location as shown on Exhibit ‘‘B-3’’ shall not require further formal City review under the ACF.

C. **Large Block Plat.** The large blocks identified as Blocks 1 through 17 on Exhibit ‘‘B-2’’ may be subdivided further, provided the density described in Paragraph 6(A) and Exhibit ‘‘B-3’’ is not exceeded. Otherwise, following the subdivision of the lots and sublots described herein, none of the lots and sublots may be further subdivided.

7. **CONSERVATION EASEMENT.** Concurrent with the execution and recording of this Agreement, the Developer shall grant a perpetual Conservation Easement limiting development of the Property as set forth herein. The total acreage of the Conservation Easement shall be approximately 1268.58 acres.

8. **CONSIDERATION.** In consideration for the City providing essential governmental and utility services to the Property and to mitigate the impact on the City of annexation and development of the Annexed Property, the Developer shall pay to the City the sum of Four Hundred Forty-Five Thousand Nine Hundred and Ten Dollars ($580,338), which shall be due and payable as follows:

A) Phase 1 (Blocks 1-4): $232,821 due and payable as a condition of City’s execution of the Large Block Plat;

B) Phase 2 (Blocks 5, 6 and 7): $196,077 due and payable as a condition of the City’s execution of the first subdivision plat after the subdivision plat creating Phase 1 (the “Phase 2 Plat”) (note: it is anticipated there will be a Phase 1 Plat recorded between the Large Block Plat and the Phase 2 Plat); and
C) Phase 3: $151,440 due and payable as a condition of the City's execution of the first plat after the Phase 2 Plat (the "Phase 3 Plat").

The installments to be paid pursuant to Paragraphs 8(A), (B) and (C) above, shall be subject to adjustment prior to the due date of each such installment payment (the "Adjustment Dates") on the basis of the change in the Consumer Price Index for All Cities published by the United States Department of Labor (the "Index") which is published for the month of the Large Block Plat recording date (the "Beginning Index"). If the Index published nearest the Adjustment Date (the "Adjustment Index") has changed from the Beginning Index, the annexation fee installment payment then due shall be determined by multiplying the installment amount listed above by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index.

The obligation to pay the installments of annexation fees shall create a lien on the Market Rate Lots which shall be released in accordance with Paragraph 18(H) of this Agreement. The Parties acknowledge and agree that the consideration described in this Paragraph 8 is fair and equitable and has been agreed upon as consideration for the City providing essential governmental and utility services to the Property and to mitigate the impact on the City of annexation and development of the Property. Except as otherwise provided herein, Quigley agrees for itself and its successors, heirs and assigns, that Quigley or any of its successors, heirs or assigns, as the case may be, shall not be entitled to any credit for any obligation for an impact or capital facilities fee, water and wastewater connection fees for each lot or building with one or more commercial and/or residential uses, building permit fee, development impact fee created in accordance with Idaho Code §§ 67-8201 et seq., as amended, or similar fee associated with the development of the Property, by virtue of the consideration described in this Paragraph 8.

9. CONVEYANCE OF LAND TO CITY. In further consideration for the City providing essential governmental and utility services to the Annexed Property and to mitigate the impact on the City of annexation and development of the Annexed Property, Quigley shall convey by appropriate warranty deed or deed of easement, as the case may be, title to the real property described in Paragraphs 9(A) and 9(B), below (the "City Property"), free and clear of all liens, encumbrances, and restrictions, exclusive of (b) property taxes for the current year which are not due and payable on or before the date of conveyance and (c) all easements, restrictions, notes and other matters as may be shown on the official plat of the subdivision and/or planned unit development which may be approved by the City for the Property. The appropriate deeds for the City Property, executed by Quigley in recordable form, shall be delivered to the City on or before sixty (60) days after the recording date of a subdivision plat describing the property in Paragraph 9(A). Within thirty (30) days after the recordation of the plat, Quigley shall obtain at Quigley's cost and deliver to the City a commitment for an owner's title insurance policy issued by a title insurance company selected by the City describing the City Property, showing all matters pertaining to the City Property, and listing the City as the prospective named insured (the "Title Commitment"). The Title Commitment shall not list in its Schedule B – Section 2 any exceptions to title other than the title insurance company's standard exceptions for an owner's title insurance policy and those exceptions described above in this
paragraph.

A. **Well Site.** A parcel of land approximately 50' x 50' in size, as generally depicted on Exhibit “B-2” (“Well Site”), shall be conveyed to the City, including appropriate access to said site. Quigley will receive a credit of One Hundred Thousand Dollars ($100,000.00) to be applied against either Annexation Fees and or future Water Connection Fees. City shall be responsible for obtaining permits and all costs associated for development of the Well Site, and for all water rights associated with said well. Concurrent with the execution of this Agreement, Quigley shall grant the City an easement for the Well Site and reasonable access thereto.

B. **Drainage Easement.** Concurrent with the execution of this Agreement, Quigley shall grant the City an easement for a parcel of land, as generally depicted on Exhibit “B-2” (“Drainage Easement”) for the purpose of allowing water drainage from the municipal water tank into Quigley Creek.

10. **OTHER ON-SITE IMPROVEMENTS.** In further consideration for the City providing essential governmental and utility services to the Annexed Property and to mitigate the impact on the City of annexation and development of the Annexed Property, and to benefit the community as a whole Quigley agrees to make the following improvements and dedications within the Annexed Property:

A. Dedication of property identified on Exhibit “B-2” to Blaine County Recreation District (“BCRD”) within thirty (30) days of the recording of the Large Block Plat, subject to all reservations and easements identified on Exhibit “B-2.” Quigley shall provide easement rights to the BCRD allowing access and use of such property by BCRD and its invitees for recreational purposes from the effective date of the Annexation Ordinance through the date the property is conveyed. In addition, Quigley shall, at its cost, provide water and wastewater service connections to the boundaries of the property to be conveyed at the time infrastructure associated with Block 2 is developed. Quigley shall also convey to BCRD water rights covering 1 acre for irrigation.

B. Dedication of property identified on Exhibit “B-2” to the Blaine County School District (“BCSD”) for use as playing fields within thirty (30) days of the recording of the Large Block Plat. Quigley shall provide easement rights to the BCSD allowing access and use of such property by BCSD and its invitees for recreational purposes from the effective date of the Annexation Ordinance through the date the property is conveyed. In addition, Quigley shall, at its cost, provide water and wastewater service connections to the boundaries of the playing fields at the time the playing fields are developed by BCSD. Quigley shall be allowed to continue farming the property and shall provide temporary seeding or other suitable crop cover and temporary irrigation, both of which shall be maintained by Quigley until such time as the playing fields are developed.
C. Snow Storage Area. Quigley shall provide adequate snow storage area for all streets and roads within the Annexed Property, along with snow storage within the Property for any snow removed from the Annexed Property.

11. OFF-SITE IMPROVEMENTS. In further consideration for the City providing essential governmental and utility services to the Annexed Property and to mitigate the impact on the City of annexation and development of the Annexed Property, Quigley shall make the following off-site improvements:

A. Vehicular/Bike Lane Improvements. In consideration of the impacts the development of the Annexed Property will have on roads in the City, as determined by a percentage of traffic projected to come from Annexed Property, Quigley agrees for itself and its successors, heirs and assigns, that Quigley or any of its successors, heirs or assigns, as the case may be, to consent to the creation of a Modified Local Improvement District pursuant to Idaho Code § 50-1705 for the purpose of funding Quigley’s share of street and bike path improvements on the following schedule:

i) Phase 1 – Off Site Street Improvements on Fox Acres, consisting of _ibd_, completed prior to and as a condition of the granting of a certificate of occupancy for the first unit in the Annexed Property; and Bike/Pedestrian Improvements consisting of a bike path between the Wood River Trail and Quigley Road to be completed prior to and as a condition of the granting of a certificate of occupancy for the first unit in the Phase 1 Plat.

ii) Phase 2 – Off Site Street Improvements consisting of a “mini roundabout” at the intersection of Eastridge and Quigley Road and a “diverter island” at the intersection of 8th and Croy to be completed prior to and as a condition of the granting of a certificate of occupancy for the first unit in the Phase 2 Plat.

B. Toe of the Hill Trail Connection. Upon a grant of an easement by the Blaine County School District, Quigley shall within sixty (60) days provide reasonable access to the Toe of the Hill Trail and shall construct a trail connection consistent with the existing condition of the trail from the southerly recreational parking site to the existing trail on property owned by the Blaine County School District as shown on Exhibit "B-2".

12. COMMUNITY HOUSING. In further consideration for the City providing essential governmental and utility services to the Annexed Property and to mitigate the impact on the City of annexation and development of the Annexed Property, Quigley shall convey title, free of charge, to twenty seven (27) community housing lots on the Annexed Property to ARCH
Community Housing Trust, Inc. ("ARCH") for development as community housing subject to a deed restrictions managed by the Blaine County Housing Authority. The twenty-seven community house lots shall be made up of 6 single family lots, 9 cottage townhomes and 16 duplex lots, and allocated among the Blocks as shown on attached Exhibit "B-2." Conveyance shall be made within thirty (30) days of the recordation of the plat within which the lots are identified on "Exhibit B-2." Development of all community housing lots shall be in conformance with, and subject to, applicable covenants, conditions and restrictions and design guidelines associated with the development of the Annexed Property.

13. WASTE WATER SYSTEM. In order to reduce the impacts to the City and the City's wastewater system, Quigley will design and install, at its sole expense, a Small Diameter Collection System utilizing STEP/STEG (septic tank effluent pumping/septic tank gravity tanks) technology and a community scale wastewater treatment system engineered to produce a Class A non-potable water as effluent ("Local System") which shall be permitted by, and conform to all specifications of the Idaho Department of Environmental Quality ("IDEQ"). Operation of the Local System shall conform to all IDEQ standards and shall be the responsibility of the Quigley Owners Association ("Association"). Wastewater will be collected from all residences, commercial properties, schools and public restrooms through the Local System, treated and to the extent possible, dispersed or reused on-site. The Local System will be designed to store treated effluent during the day for irrigation use at night and will have the ability to discharge into the City wastewater system during off-peak hours through a single point of connection. The Association shall limit the discharge of effluent into the City wastewater system at certain hours. The City shall advise the Association of the permissible hours of discharge of effluent into the City wastewater system. In the event the Local System discharges into the City wastewater system during non-permitted times, the City shall have the absolute right to enter upon the Association property and cause the effluent to be discharged into the City wastewater system at the designated times. In the event that the Association is not able to maintain or keep the Local System functional, the Association will be responsible for the expense of upgrading the City's Waste Water collection system to improve capacity in an amount that is proportional to the Quigley development impacts on collection system capacity. The costs to remediate, abandon and any other costs associated with the discontinuation of the Local System shall be the sole responsibility of the Association.

Notwithstanding the foregoing, Quigley agrees for itself and its successors, heirs and assigns, that Quigley or any of its successors, heirs or assigns, as the case may be, shall pay wastewater connection fees for every residential and commercial use at the time of connection at the then current amount charged for such connections by City, but that monthly wastewater user fees will be charged to the Association, and not to individual users, based on the actual discharge of wastewater effluent from the Local System into the City System at the same rate as other users of the City wastewater system.

14. WATER RIGHTS AND WATER SYSTEM. Quigley shall retain ownership of all of the irrigation and other water rights which are currently appurtenant to the Annexed Property (the "Water Rights") and, except as hereinafter provided, in its sole and absolute
discretion, may sell or otherwise convey and transfer the Water Rights off of the Property. If acceptable to the City, Quigley may convey up to ___ acres of the Water Rights to the City and receive credit in the amount of $12,000.00 per acre so conveyed from the City toward of Annexation Fees.

Notwithstanding the foregoing, Quigley agrees for itself and its successors, heirs and assigns, that Quigley or any of its successors, heirs or assigns, as the case may be, shall pay water connection fees for every residential and commercial use at the time of connection at the then current amount charged for such connections by the City. Quigley shall construct a dual water system constructed to City Standards consisting of a potable water main connected to the City municipal water system and a separate irrigation water main. Water from the City's system shall be used for domestic, indoor use and fire suppression. Irrigation shall not be provided from the City's system. Each property shall be individually charged a monthly water user, bond and base fee. Operation of Quigley's grey water and private irrigation well system shall conform to all IDEQ standards and shall be the responsibility of the Association. In addition, Quigley shall connect the separate irrigation main to a well to be owned and operated by the Association. The City will not provide supplemental irrigation water from the City's System in the event of curtailment resulting from groundwater rights adjudication, system failure or any other reason that limits Quigley from providing its own irrigation water.

15. ACCESS TO QUIGLEY CANYON. Quigley Road throughout the Property shall continue to be open to the public on a year-round basis. The portion of Quigley Road within the Annexed Property shall be maintained in generally its present status by Quigley. Quigley hereby grants an easement for public use to the City and the public along Quigley Road within the Annexed Property in its present location, for the existing width of the roadway including ditches. Quigley shall dedicate Quigley Road, in whole or in part, to the City upon its improvement to City Standards or upon a subdivision of a large block on either or both sides of the present road, whichever shall occur first. Maintenance of Quigley Road within the Annexed Property prior to its dedication to the City shall not include snow removal, and there shall be no winter vehicular access. Quigley shall also maintain a parking area at the Eastern end of Quigley Road at its present location for recreational users. In addition, the public shall be granted public access to Quigley Peak and Antler Street, in the locations shown on attached Exhibit "B-2." The public access described in this Paragraph 15 shall be expressly provided in the Large Block Plat.

16. MISCELLANEOUS PROVISIONS.

A. POLICE POWERS. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey's Zoning Ordinance, Hailey's Subdivision Ordinance, and Planned Unit Development requirements for the Property. The Parties agree and understand that all state and city sales tax,
including nonproperty taxes authorized pursuant to Chapter 5.32 of the Hailey Municipal Code, shall apply to any applicable sales in the Annexed Property.

B. AMENDMENT. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto and as evidenced by amended plats and development plans.

C. REMEDIES. In the event the Property is not developed in accordance with this Agreement, or if Quigley or its successors and assigns, if any, materially breaches, defaults or fails to perform any material obligation under this Agreement and does not cure such breach, default or failure within thirty (30) days after written notice from City of the breach, default or failure, or in the case of a breach which is incapable of being cured within a thirty (30) day time period, Quigley fails within thirty (30) days after written notice from City to commence to cure the same and thereafter to prosecute the cure of such breach with due diligence and continuity, a) the City has the right to de-annex the Property, b) the proposed subdivision and planned unit development applications may be denied, and/or c) Quigley may be required to pay additional annexation fees. Subject to the conditions set forth herein, Quigley hereby grants to the City its irrevocable consent to the de-annexation of the Property. In the event of a breach of this Agreement, in addition to all other remedies of law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

D. NOTICES. All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party’s address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile with the original to follow by mail in the manner described above. It is provided, however, that any party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile on the date so sent.

E. RELIANCE BY PARTIES. This Agreement is intended by Quigley to be considered by the City as part of Quigley’s request for annexation of the Property and application for subsequent subdivision and planned unit development plat approval, and is contingent upon said annexation. Quigley acknowledges and intends the City to consider and rely upon this Agreement in its review and consideration of said annexation request and subsequent subdivision and planned unit development application.

F. RELATIONSHIP OF PARTIES. It is understood that the contractual relationship between the City and Quigley is such that neither party is the agent, partner, or joint venturer of the other party.
G. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND. This Agreement shall inure to the benefit of the City and Quigley and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.

H. RECORDATION AND RELEASE. This Agreement shall be recorded with the Blaine County Recorder. Where the conditions of the payment of the consideration described in Paragraph 8 of this Agreement have been fully performed to the City's satisfaction, the City shall execute and deliver from time to time upon request partial releases in the form attached hereto as "Exhibit C" to release the lien of this Agreement from portions of the Property being conveyed to third party purchasers. With each request for a partial release for a payment under paragraphs 8(A), (B) and (C) of this Agreement, Quigley shall furnish the City with a list of the Lots sold, and if requested by the City, copies of recorded deeds showing the Lots conveyed and dates of conveyances of the Lots. The cost of recording each partial release shall be paid by Quigley.

I. NO WAIVER. In the event that the City or Quigley, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Quigley, the City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

J. PARTIAL INVALIDITY. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

K. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. Any other agreements between the parties, express or implied, are hereby cancelled and of no further force nor effect. It is understood and agreed by the parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.

L. EXHIBITS. All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.

M. AUTHORITY. Each of the persons executing this Agreement represents
and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

N. NO THIRD PARTY RIGHTS. This Agreement shall be for the sole benefit of the Parties and/or their successors and assigns, and no covenants or agreements herein shall be for the benefit of or create any rights in favor of any third parties, except for the rights created in favor of the Blaine County Housing Authority and ARCH under Paragraph 12 of this Agreement.

O. GOVERNING LAW. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to agreements made and performed in that state.

P. TIME OF ESSENCE. Time is of the Essence in this Agreement.

Q. NECESSARY ACTS. Each party agrees to perform any further acts and execute any documents that may be reasonably necessary to affect the purpose of this Agreement.

R. CAPTIONS TO PARAGRAPHS. The captions to the paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written herein.

DATED this ___ day of April, 2017.

CITY OF HAILEY

By: ____________________________
    Fritz X. Haemmerle, Mayor

ATTEST:

______________________________
Mary Cone
Hailey City Clerk

QUIGLEY
STATE OF IDAHO  )
       : ss.
County of Blaine    )

On this _____ day of April, 2017, before me the undersigned Notary Public in and for said State, personally appeared Fritz X. Haemmerle, known or identified to me to be the Mayor of Hailey and the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the City of Hailey.

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

___________________
Notary Public for Idaho
Residing at:__________
Comm. Expires:__________

STATE OF IDAHO  )
       : ss.
County of Blaine    )

On this _____ day of April, 2017, before me the undersigned Notary Public in and for said State, personally appeared _______________________, known or identified to me to be the __________________ of __________________, and the person who executed the foregoing instrument on behalf of said company and acknowledged to me he executed the same on behalf of said company.

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

___________________
Notary Public for Idaho
Residing at:__________
Comm. Expires:__________
LEGAL DESCRIPTION OF ALL OF QUIGLEY CANYON RANCH
PREPARED FOR
QUIGLEY GREEN LLC

All of the Quigley Canyon Ranch as shown on Record of Survey Instrument #542387, records of Blaine County, Idaho, being located within the following:

Sections 1, 2, 3, 10 & 11 of Township 2 North, Range 18 East;
Section 35 of Township 3 North, Range 18 East;
Sections 31 & 32 of Township 3 North, Range 19 East;

See Record of Survey Instrument #542387 attached hereto and made a part of.
Exhibit C

"Under preparation"
Hailey – Peri-Urban Ag Overlay Zone

This overlay zone is created to allow for proactive integration of per-urban (or village) agricultural facilities, and to maximize community assets sustainably.

Permitted Uses:

- Uses as permitted in the underlying zone district
- Peri-Urban Agriculture

[new defined term:
  Peri-Urban Agriculture: Local (i.e., designed for consumption primarily within the local and/or regional community) food systems, production and management, including, but not limited to, the following:
  - Growing: agricultural including orchards and small livestock grow facilities
  - Greenhouses
  - Processing: limited to plant products (allowed with CUP only)
  - Local food system support organizations]

- Schools (subject to the additional requirements set forth in §17.11.040.03:B 3-7)
- Semi-public uses
- Dwelling Units within Mixed Use Buildings

Conditional Uses:

- Alternative Energy Systems
- Peri-Urban Agriculture Processing: limited to plant products
- Peri-Urban Retreat Center

[new defined term

Peri-Urban Retreat Center: A facility with a maximum of twenty-five (25) sleeping rooms designed to serve the permitted uses in the Peri-Urban Ag Overlay Zone, and operated for the purpose of providing an agricultural setting in which temporary lodging, food service, conference, meeting and/or event facilities are included, with or without compensation.]

- Temporary Structures
- Community/Event Center

[new defined term]
**Community/Event Center:** A facility, which may be located on public or private property, that functions primarily to provide a community-centered meeting hall for members of the public to carry out local community-oriented activities and public and civic functions. Examples of such facilities include grange halls, community sponsored meeting halls, and veterans halls, typically consisting of one or more meeting or multipurpose room and a kitchen and/or outdoor barbecue facilities, that are available for use by various groups for such activities as public assemblies, meetings, private meetings, parties, weddings, receptions, and dances.]
April 11, 2017

Lisa Horowitz
Hailey Community Development Director
Via email: lisa.horowitz@haileycityhall.org

RE: Quigley Farm

Dear Lisa,

You have asked our office to clarify the difference between the referenced maximum residential unit numbers of “166 units” previously stated by the County versus “200 units” shown by the Quigley Farm applicant in a table dated 2/6/2017. A simplified answer would be, 166 units reflected a base density number of units possible in a County PUD and 200 units reflects the base density plus PUD and Community Housing bonus units.

The following definitions, code sections and summaries of allowable units within a Blaine County PUD may be helpful:

BASE DENSITY:

10-6-3 DEFINITIONS
PUBLIC BENEFIT PLANNED UNIT DEVELOPMENT (PBPUD): A PUD that utilizes total acreage to establish base density and requests waivers to base district standards.

10-6-8.B.
PBPUD Developable Residential Density: Total acreage, including all hazard lands, calculated according to the density of the underlying zoning district.

Summary: The original calculations (done in September 2016) yielded 166 units of base density. Subsequently, an error was noted, namely that PUDs are not allowed in the RR-40 district. There are 400 acres in RR-40, so 10 units need to be subtracted, resulting in 156 units of base density.

DENSITY BONUS:

10-6-3 DEFINITIONS
PBPUD DENSITY BONUS: A bonus awarded specifically for utilizing the PBPUD option in order to provide incentive for quality PUDs. The bonus is a percentage of the density derived from PUD eligible acreage.
ELIGIBLE ACREAGE: Acreage that lies outside of the mountain overlay district, FEMA 100-year floodplain, and red avalanche zones, which shall be used for calculating the simple planned unit development density, the maximum PBPU D density bonus, and determining open space requirements.

Summary: Up to 17 bonus units may be allowed through the PBPU D Density Bonus calculations (in R-5 and R-4 zoning districts only). This number would probably decrease slightly if additional “eligible acreage” information became available, but at this time the County only has information on 25% slopes for the entire property.

COMMUNITY HOUSING:

10-6-8.C.
Public Benefit And Superior Design: Public benefit is an essential component of superior design. To meet the superior design standard, PBPU D applications shall incorporate all primary public benefits listed in subsection C1 of this section...

1. Primary public benefits:
   a. Community housing of at least ten percent (10%) of the units proposed or if in the ACI twenty percent (20%). Units shall be in addition to the established base density...

Summary: Quigley Canyon is in Hailey’s ACI, so CH units are provided at 20% of the base density ("in addition to" the base density units). This calculation is $156 \times 0.2 = 31$ Community Housing units.

Please note that these numbers equal up to 204 residential units. The applicant’s spreadsheet dated 2/6/2017 shows a total of 200. It appears that this is because not all of the Quigley property is proposed for annexation (i.e. the low density residential pods further east), so certain calculations are different, most notably the Community Housing units.

I hope this adequately responds to your inquiry. Please don’t hesitate to contact me if you have any additional questions.

Sincerely,

[Signature]

Kathy Grotto
Deputy Administrator

cc: Tom Bergin
MEETING MINUTES
HAILEY PLANNING & ZONING COMMISSION
SPECIAL MEETING
Thursday, April 6, 2017
Hailey City Hall
5:30 p.m.

Call to Order
5:29:52 PM Chair Fugate called the meeting to order.

Public Comment for items not on the agenda
5:30:12 PM Lobb commented on process of Quigley Farms Project and encouraged Commissioners to table item until decision is made from City Council.

Consent Agenda
CA 1 Adoption of the Meeting Minutes of March 28, 2017
5:32:26 PM Pogue motioned to adopt the Meeting Minutes of March 28, 2017. Scanlon seconded. Chair Fugate and Engelhardt were in favor; Smith abstained, as he was absent.

Public Hearings
PH 1 Continuation of a review of the Quigley Farm PUD by Quigley Farm & Conservation Community, LLC, represented by Hennessy Company and SERA Architects. This project is in the Hailey Area of City impact, and may be considered by the Hailey City Council for annexation. The possible annexation area would consist of 175-200 residential units, to be built over approximately 3 phases. The project would also include a school site, nonprofit office and meeting spaces, mixed uses, agriculturally-related uses, small-scale neighborhood business and lodging associated with nonprofit use, baseball and soccer fields, parking, open space and common area, Nordic area, summer trailhead access, bike/pedestrian pathways and trails.

The proposed project is located at the eastern boundary of the City of Hailey, generally to the east of Deerfield Subdivision, and is accessed by Quigley Road and Fox Acres Road, and located on portions of:

- RP02N18010333E, which is referenced as T2N R18E Sections 3 & 10 Tax Lot 8368
- RP02N180022310 (LOT 1 & 2, S1/2NE, W1/2SE & NESW SEC 2 2N 18E)
- RP02N18011333E (FR S1/2SW SEC 2 FR W1/2NW TL 8369 & NENW, NWSW SEC 11 2N 18E)
- RP02N180107200 (FR NESE SEC 10 TL 8370 2N 18E)

The purpose of tonight’s meeting is for the Planning and Zoning Commission to develop recommendations to the City Council on land use and zoning designations.

Additional City Council meetings have been scheduled: April 20, 2017 and May 3, 2017 to discuss whether or not the City would like to pursue an annexation.

5:34:19 PM Horowitz presented changes to project since last meeting. Horowitz also highlighted previous meetings and discussion points of the last two Planning and Zoning meetings. Horowitz went on to discuss the Comprehensive Plan, which includes a Neighborhood Service Center at the mouth of

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Quigley Canyon, Blaine County Uses, the Zoning Map with the new proposed zone district, the purpose of the Integrated Community Development (ICD) Zone, Non-Residential Land Uses, Commercial Uses (approved as a Conditional Use only), and Standards.

5:44:19 PM Horowitz suggested listing Professional and General Office Space as a Conditional Use. Horowitz noted that currently, Professional and General Office Space is proposed as a Permitted Use. Horowitz went on to present information regarding the Neighborhood Service Center at the mouth of Quigley Canyon. Horowitz noted that a Neighborhood Service Center is setup as a maximum of three acres and is designed to have all commercial uses in one place, within three acres. Horowitz noting the varying concepts: 1) concentrate commercial uses to one area, or 2) allow for mixed-use where commercial space would be permitted in different buildings. Discussion ensued.

5:47:24 PM Jim Laski discussed the Mixed Use Core Area, breaking down square footage for each space (i.e., Retreat Center, school, etc.). Laski explained the proposed Peri-Urban Agriculture zone, as well as changes to the draft zoning ordinance. Laski noted that changes include a new definition for Retreat Center, the removal of Accessory Dwelling Units, and amendments to the Conditional Use Standards.

5:55:08 PM Chair Fugate questioned whether or not Professional or General Offices should remain as a Permitted Use or change to a Conditional Use. Laski noted that it was suggested that Professional and General Office Spaces be a Conditional Use, rather than Permitted Use.

5:56:37 PM Pogue inquired about tenants for the non-profit space. Laski noted that there are potential tenants for proposed space. Pogue questioned what would happen to the space not utilized by non-profits. Laski noted that the intention is to have the space built out and utilized by multiple tenants at the same time. Conceptually, the Retreat Center could be used by Higher Ground or another non-profits. Pogue questioned whether or not the Developer would be willing to limit square footage of 59,000 square feet to non-profits only. Laski clarified that space is designed for non-profit office space and programming and reiterated that commercial space is limited to 25,000 square feet.

5:59:06 PM Engelhardt questioned why lot coverage is being discussed (one story and two story), instead of discussing the total allowable square footage. Laski noted that analysis was done to put it in perspective to the Neighborhood Business Zone.

6:00:38 PM Pogue questioned grades of the Sage School and what would happen if school needed to expand in order to accommodate increased numbers of children. Weeks noted that only 6 through 12 grades are available at The Sage School. Weeks noted that the proposal for The Sage School is generous for the school’s intentions (20,000 square feet). Chair Fugate questioned the total number of students 20,000 square feet would support. Weeks noted that the school could support 120 students, which would include students and staff.

6:02:27 PM Smith questioned the processes between the dual path between City Council and the Planning and Zoning Commission. Williamson noted that the City Council requested the direction of Planning and Zoning regarding density, area that would be annexed and the zoning districts. Williamson explained current discussion of City Council. Williamson also noted that City Council would like Planning and Zoning’s feedback regarding the new proposed ICD Zone.

6:06:53 PM Chair Fugate opened the item for public hearing. Lil Simpson made reference to an award given to the City of Hailey in July 2014, as being one of the top 50 small towns in the United States. Simpson went on to read a letter regarding the aesthetic beauty of the City Hailey, recreational opportunities, iconic landscapes, friendly and close knit community, and much more. Simpson went on to comment on the Neighborhood Service Centers in all locations, including the mouth of Quigley Canyon. Simpson would like to see the Neighborhood Service Centers protect the current residents from the impacts of sprawl, traffic, and the reduction of quality of life. Lastly, Simpson suggested working together to remodel the Community Campus, instead of building new commercial space at the mouth of Quigley Canyon.

6:13:44 PM Bill Hughes questioned the influences that motivated the City to drag annexation through the back door. Hughes referenced the Idaho Mountain Express, noting that Kathy Grotto stated that the County would likely approve the Commercial Uses within the PUD Application by the Developer. Hughes

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noted that he doesn’t want to see Hailey destroyed by the greed of the real estate industry. Hughes questioned numbers regarding the development of a small package plant. Hughes doesn’t believe annexation would benefit the residents of Hailey and believes the proposal is a nightmare. Hughes doesn’t believe the County will approve the proposed commercial uses, as the County Comprehensive Plan states that commercial development should be kept within the City of Hailey. Hughes believes proposal and actions of City Council and staff are unacceptable and strongly encourages City Council to send proposal back to the County, as an application actually exists with the County.

6:18:13 PM Tony Evans corrected the article in the newspaper and noted that what the County might do under PUD is an open question. Evans explained that he used the wrong word and would like to correct wording for the record.

6:19:40 PM Barb Acker questioned the Peri-Agriculture definition and would like clarification of small animal processing. Acker noted that animal processing is a business that she would not want to see within City limits. Acker also commented on the commercial space in downtown Hailey. Acker doesn’t believe there are enough businesses in Hailey and would like to see more focus on developing downtown than the mouth of Quigley Canyon.

6:22:04 PM Chip Maguire commented on the Neighborhood Service Center and believes these centers are important to neighborhoods, regardless of location. Maguire noted that centers strengthen and build community in the neighborhood, and they bring pride to neighborhoods. Maguire noted that communities without Neighborhood Service Centers become ghost towns. Maguire believes these centers reduce traffic and allow people to connect in more meaningful ways. Maguire doesn’t believe centers would take away or be a threat to businesses in downtown Hailey.

6:25:13 PM Jill Bryson agreed with Acker regarding the definition of Peri-Agriculture and small animal processing. Bryson also questioned why Professional and General Office Space need to be located at the mouth of Quigley Canyon.

6:26:10 PM Peter Lobb is not in favor of a City-initiated annexation. Lobb doesn’t believe the approval of commercial areas would prevent traffic from going to and from. Lobb believes traffic would increase and impact existing neighborhoods negatively. Lobb encouraged Commissioners to look at proposal from new perspective.

6:29:11 PM Jim Phillips commented on the proposal and whether or not it’s in accordance within the Comprehensive Plan. Phillips doesn’t believe proposal is in accordance with the Comprehensive Plan, including the Permitted Uses of Professional and General Office Spaces. Phillips also doesn’t agree with Hotels/Motels or Retreat Center, and also doesn’t feel it is in accordance with the Comprehensive Plan. Phillips doesn’t believe it would serve the residents of the area, and it detracts from the downtown downtown and traffic will greatly impact existing neighborhoods.

6:33:05 PM Linda Ries questioned whether or not horses would be allowed in proposed zone. Ries discussed annual events that take place, like Ski Jouring and Trailing of the Sheep Festival. Ries is concerned that the number of horses may be limited, which could impact festivals, such as Ski Jouring and Trailing of the Sheep. Ries also questioned space designated for non-profits, as well as the taxes involved.

6:35:23 PM Katherine Graves shared concerns of commercial development and doesn’t agree with Neighborhood Service Center at mouth of Quigley Canyon. Graves shared concerns in proposed development taking businesses away from downtown Hailey, as well as the vacant office spaces located in downtown Hailey. Graves noted that she is not opposed many of the proposed uses; however, is opposed to the commercial uses proposed.

6:37:48 PM Paul Ries shared concerns of proposed development and doesn’t believe they comply with the Comprehensive Plan or with the new proposed ICD Zone. Ries questioned which non-profits would be allowed to utilize non-profit space (local vs. national vs. global). Ries also questioned the definition of General Community. Ries also shared concerns with traffic and the impact it will have on other

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neighborhoods. Ries suggested that the Commissioner go back to the Comprehensive Plan and keep things simple.

6:40:57 PM Charles Johnson applauds the Developer for trying to work with the community. Johnson questioned the new proposed zone and whether or not it’s needed, as General Residential (GR) covers most, if not all, of what the Developer is proposing. Johnson believes traffic needs to be addressed to move forward with proposal.

6:43:43 PM Lill Simpson questioned the relationship between non-profits and residential area, and the connection. Simpson believes this is an issue, as no connection exists.

6:44:55 PM Bill Hughes believes the bigger picture needs to be considered, as complexity does not represent intelligently conceived designs. Hughes believes the development in Hailey follows a pattern that makes sense, and noted that a City-initiated Annexation would be the worst decision made by the City of Hailey.

6:47:07 PM Marty Weinless believes City and Commissioners are working under the assumption that the project will move forward. Weinless sees no reason for this project to move forward, as there are no jobs available. Weinless believes project is doomed, regardless of whether or not it’s annexed.

6:47:53 PM Denise Jackson believes there have been a lot of carts before a lot of horses. Jackson is opposed to creating a new zone. Jackson shared concerns with commercial activity and traffic that could impact existing neighborhoods of Hailey. Jackson believes City is forcing things to happen and doesn’t believe we can’t talk about the commercial aspects of proposal without discussing the issue of traffic, as it’s a symbiotic process. Jackson also believes other side of Toe of the Hill Trail needs to be preserved from future development.

6:52:48 PM Penny Thayer shared concerns specific to rationale as to why Planning and Zoning, as well as City Council, is being asked to rezone the area to accommodate the request of the developer. Thayer also shared concerns of The Sage School being located in area, as it is a business, not a non-profit. Chip Maguire corrected Thayer, noting that The Sage School is a non-profit. Thayer believes there are reasons as to why The Sage School wants to be located in close proximity to the high school, and is opposed to the development of school in proposed location. Thayer also questioned how many current buildable lots for housing are there within the City, as well as commercial spaces.

6:57:26 PM Scott Corkery addressed the issues of traffic and doesn’t believe it’s an issue. Corkery is supportive of The Sage School development and believes it is a school that teaches children how to harmonize with the Community, and much more. Corkery encouraged others to look and think about the entire picture and the perfect symbiosis taking place.

7:01:47 PM Troy Thayer shared concerns regarding the lack of process involved in the Quigley Farms Project and encouraged the Commissioners not to rush the proposal.

7:04:13 PM Chair Fugate called for a five minute break.

7:10:17 PM Chair Fugate called the meeting back to order.

7:10:45 PM Paul Ries questioned the reasoning behind the increase in the number of residential homes.

7:11:46 PM Denise Jackson agreed with Ries and would also like clarification on the number of residential units, as well as commercial space. Jackson also questioned the development of Phase One.

7:13:03 PM Tony Evans commented on the previous plan and how detailed it was. Evans questioned why no application has been submitted with the City. Evans believes process is not clear.

7:14:34 PM Troy Thayer questioned date of developer’s attorney’s email requesting a City-initiated Annexation. Penny Thayer agreed with Evans regarding details and unclear process of the project. Thayer also questioned the subordinate use and questioned the development of The Sage School in area.

7:16:03 PM Charlie Johnson would like to see more transparency in process.
Denise Jackson questioned details regarding the commercial space and whether or not it was figured in to water and wastewater system, as well as the impacts of annexation on water and wastewater.

Harry Weeks commented on the new proposed ICD Zone. Weeks noted that finding a zone to develop a school is extremely difficult. Weeks went on to explain how The Sage School would integrate to the Neighborhood Service Center, as well as the opportunity for the school to work collaboratively with non-profit partners as a permitted use.

Chair Fugate closed the item for public hearing.

Jim Laski explained the process of the Quigley Farms Project and how it came to the City. Laski recommended that the City look at a City-initiated Annexation, as it would impact the City greatly. The City of Hailey agreed to review project and make a determination at a later date. Laski went on to explain the process of the new proposed ICD Zone and the reasoning behind its creation. Laski clarified permitted uses and conditional uses, changes made and the subdivision process. Laski addressed the total residential units and noted that the County Application is a smaller project; therefore, housing and commercial spaces were smaller in numbers. Laski further discussed water and sewer studies and their impact if annexation occurs within the City.

Horowitz reviewed packet information. Horowitz also went through the City website and addressed how to access packet information and supporting documents. Horowitz explained the Quigley Farms Project process and addressed information in previous meetings. Horowitz also noted changes made from each meeting and any other modifications to zoning. Scanlon questioned the possibility of creating a Peri-Urban Agriculture Overlay, similar to that of Economical Housing Solutions, LLC. Horowitz confirmed that that could be a possibility. Discussion ensued.

Ned Williamson commented on the email received and when it went public. Williamson noted that the email was received on February 1, 2017 and discussed on February 6, 2017. Williamson noted that water and sewer calculations are estimates; however, Williamson noted that residential units are more accurate than commercial spaces (this also includes the school).

Williamson went on to explain the three points that the Council requested that the Commissioners consider. The three points included: 1) the area to be annexed into the City and the area to remain in the County, 2) zoning districts for the area, and 3) the density for the entire canyon.

Chair Fugate noted that all information is available to the public and if information cannot be found, the Community Development Department would be happy to provide it. Pogue believes it would be best for the City of Hailey to be a part of the decision process with development. Pogue applauds certain aspects of development, like the Peri-Urban Agriculture. Pogue noted that he is not in favor of slaughtering any animals in residential area, and also has concerns with Professional and General Office Space in area. Pogue recommended that Professional and General Office Space be a Conditional Use. Pogue also recommended that the General Residential (GR) Zoning continue with a Peri-Urban Agriculture Overlay District, instead of creating a new zone.

Smith agreed with Pogue and would also recommend that Professional and General Office Space be a Conditional Use. Smith was also in favor of utilizing the General Residential (GR) Zone, where The Sage School would also be a Conditional Use. Smith noted he would like to address issues regarding the Neighborhood Business District, like convenience stores, etc. Lastly Smith is in favor of having the City control the development of the project and reiterated the benefit of utilizing the GR zone with an overlay district.

Engelhardt agreed with Pogue and Smith's comments regarding zoning and Professional and General Office Space as a Conditional Use. Engelhardt is not in favor of animal processing. Smith agreed. Engelhardt believes project fits the Comprehensive Plan and recommended moving project forward for City Council review.

Scanlon agreed with comments made by the Commissioners and also doesn't see a need to develop a new zoning district. Scanlon recommends that if project gets annexed, the zone remain General Residential.

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7:49:30 PM Chair Fugate agreed with comments made by the Commissioners. Chair Fugate agreed and would like to see the City of Hailey control the development of the project. Chair Fugate shared concerns if project were to remain with County (i.e., Light Industrial development, etc.). Chair Fugate reiterated the impact that project would have on City infrastructure if not annexed in to the City. Chair Fugate believes that the new proposed zone is more restrictive than GR and recommended that all commercial development be assigned as a Conditional Use.
8:05:40 PM Horowitz noted that City Council would be updated with recommendations and suggestions from Planning and Zoning. Horowitz noted that another hearing may be set regarding zoning and new overlay district depending on feedback from City Council.

PH 2 Consideration of Ordinance No. _____ which includes:

1) Amendments to Title 17, Chapter 17.04, Establishment, Purposes and Uses within Zoning Districts creating a new section, Article P, “Integrated Community Development Zone (ICD)”, including purpose, permitted and conditional uses, and bulk and size restrictions.

2) Amendments to Title 17, Chapter 17.05, Official Zoning Map and District Use Matrix to add permitted, conditional and accessory uses and bulk requirements for the ICD.

3) Amendments to Title 17, Chapter 17.02, Definitions to add the following new definitions: Peri-Urban Agriculture, Non-Profit Recreational Facility, Community/Event Center and Retreat Center.

4) Amendments to Section 17.11.040.04, to establish Conditional Use Review Standards for Convenience Stores, Food Service, Retreat Center and Community Event Center.

5) Amendments to Title 16, Subdivision Regulations, Chapter 16.04.020.L.1, Private Streets, adding Integrated Community Development Zone to the districts within which private streets may be allowed.

New Business

Old Business

Commission Reports and Discussion

Staff Reports and Discussion

SR 1 Discussion of current building activity, upcoming projects, and zoning code changes. (no documents)

SR 2 Discussion of the next Planning and Zoning meeting: Monday, April 10, 2017 (no documents)

Adjourn
8:06:54 PM Pogue motioned to adjourn. Scanlon seconded and all were in favor.

For further information regarding this agenda, or for special accommodations to participate in the public meeting, please contact planning@haileycityhall.org or (208) 788-9815.
Mayor and City Council;
I oppose annexation of Quigley Farms into the City because of:
(check your concerns)

- Traffic
- Cost to taxpayers
- Commercial zone harms downtown
- Other areas for growth near Hailey
- Dumke property up for development - 126 homes
- Paving of Quigley walking road
- Wildlife concerns
- Not in accord with City Comp Plan
- Should be conserved as open space and recreation
- Application should go through Blaine County

Name Robin Bonitz
Address 614 4th St, Hailey ID 83333

* We need more affordable apartments!
From: Heather Dawson  
Sent: Tuesday, April 04, 2017 10:12 AM  
To: Lisa Horowitz  
Subject: FW: Quigley Farm support

From: Mike Brunelle [mailto:mike@brunellearchitects.com]  
Sent: Monday, April 03, 2017 6:23 PM  
To: Heather Dawson; burkefamily203@cox.net; pat cooley; Don Keim; Colleen Teevin  
Subject: Quigley Farm support

Mayor and City Council:

I wanted to register my support for the Quigley Farm project and its annexation into the City of Hailey. The advantages of Quigley far outweigh the disadvantages. The compact nature of the development, preserved open space, expanded recreational opportunities, and non-profit collaborations will be a huge benefit to the City. A development in the County would subject the City to the impacts without gaining any of the benefits.

Please approve the annexation of Quigley

Kindly,

Mike Brunelle

Brunelle Architects
190 Cranbrook Rd, P.O. Box 3204
Hailey, ID 83333
p 208.589.0771
mike@brunellearchitects.com
www.brunellearchitects.com
Mayor and City Council;
I oppose annexation of Quigley Farms into the City because of:
(check your concerns)

- Traffic
- Cost to taxpayers
- Commercial zone harms downtown
- Other areas for growth near Hailey
- Dunke property up for development - 126 homes
- Paving of Quigley walking road
- Wildlife concerns
- Not in accord with City Comp Plan
- Should be conserved as open space and recreation
- Application should go through Blaine County

Name  Leland Bruns
Address  260 Eureka Dr H

Mayor and City Council;
I oppose annexation of Quigley Farms into the City because of:
(check your concerns)

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- Cost to taxpayers
- Commercial zone harms downtown
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- Wildlife concerns
- Not in accord with City Comp Plan
- Should be conserved as open space and recreation
- Application should go through Blaine County

Name  Nate and Sarah Schwing
Address  230 Quigley Road
Dear Mayor Haemmerle, Hailey City Council, and Hailey P & Z

"A successful downtown is one component of a successful local economy and community. There is a desire to create a diverse local economy with well paying jobs that are not solely dependent on one sector. Jobs and business activity will provide the tax base to allow for community amenities and services. Successful downtowns are dependent on a mix of complementary activities that help generate human activity and foot traffic; these people become the customers for retail businesses within a downtown. Retail and services, offices, residences, government, academic and religious institutions, entertainment and cultural facilities are all needed to make a downtown vibrant."

This is a direct quote from the Hailey Comprehensive Plan. If you decide to annex Quigley Canyon and agree to the last plan of Quigley Farms, LLC. you will not be in compliance with your Comprehensive Plan.

There should be no commercial or business buildings allowed in the subdivision. The impact on the existing neighborhoods would be tremendous, you know that. To allow what they are presenting to you would be hanging east Hailey out to dry.

Do you want a legacy? Let it be saving Quigley Canyon for all the residents of the Wood River Valley.

Thank you,
Janet Carter-Meyer
Mayor and City Council:
I oppose annexation of Quigley Farms into the City because of:
(check your concerns)
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- Commercial zone harms downtown
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- Dumke property up for development - 126 homes
- Paving of Quigley walking road
- Wildlife concerns
- Not in accord with City Comp Plan
- Should be conserved as open space and recreation
- Application should go through Blaine County

Name  
Address 1350 Herostic Rd. Hailey

Mayor and City Council:
I oppose annexation of Quigley Farms into the City because of:
(check your concerns)
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- Paving of Quigley walking road
- Wildlife concerns
- Not in accord with City Comp Plan
- Should be conserved as open space and recreation
- Application should go through Blaine County

Name Roman Chavez
Address 1350 Herostic Rd. Hailey
There is some commercial space at Quigley.
Downtown Hailey - why put it in hard access area.
NO Hailey Annexation of C

• Huge increase in traffic into East Hall.
• Commercial development competes with
• Quigley Road, a major recreational path, w.
• Quigley and Dunke = +325 houses accessed by Q.
• Sewer capacity inadequate
• East Hailey streets already over capacity
• Not in compliance with City Comp Plan
• Deer and elk migration corridor, mapped winter range

Annexation Hearing April 3, 2017
at City Hall, 5:30pm

PLEASE ATTEND!

e-mail City of Hailey:
heather.dawson@haileycityhall.org

Mayor and City Council:
I oppose annexation of Quigley Farms into the Ctr.
(check your concerns)

Name __________ 
Address __________ 
City __________ 
State __________ 
Zip __________ 

-54-
Dear Hailey City Council-

I would like to add my name to those who are in favor of the annexation of the Quigley Farm into the City of Hailey. Regardless of the details of the development, it will have an impact on the City of Hailey. The Quigley canyon’s geographic location to the City of Hailey requires that access to the project go through residential neighborhoods in East Hailey. There is no alternative adjacent ‘County’ access.

That being said, when one envisions County snowplows having to travel through Deerfield to go into the development to plow for example...it just doesn’t make sense. If the development remains in the County, the City will continue to feel both the positive and negative impacts and yet will not be able to reap any benefits of future property tax income.

In order to maintain consistency with our city limits and city services...it truly only makes sense to annex. On a side note, I feel the development is a good one and am encouraged by David Hennessey’s group as to their viability and professionalism. This will be a great asset to the City of Hailey and is needed in order to plan for future growth. I will agree with the real estate professionals who spoke at last night’s meeting...we are in serious need of housing options in Hailey. Old Cutters is quickly being built out, and options for building in Hailey are few, and less desirable to most. The notion of ‘infill’ needs to be tempered with the old adage, “location, location, location” and I think it is safe to say that most ‘infill’ in the City limits are not as high up on the scale of good location.

Thank you for your consideration of my comments.

Daryl Fauth
960 Foxmoor Dr.
Hailey, ID 83333
From: Heather Dawson  
Sent: Monday, April 17, 2017 8:37 AM  
To: Lisa Horowitz  
Subject: FW: Vote NO! on Quigley Farm with respect to forced annexation

From: Galen L Hanselman [mailto:galen@flyidaho.com]  
Sent: Sunday, April 16, 2017 8:14 AM  
To: burkefamily203@cox.net  
Subject: Vote NO! on Quigley Farm with respect to forced annexation

Idaho is only one of three states that allow forced annexation. Although a contentious issue, Idaho Statute 50-222 permits such activity by municipalities but a forced annexation typically is used to annex a populated parcel … not vacant land and there is a process for individual residents to vote on the annexation.

In a proposed forced annexation by the City of Boise, Charles J. Thomas, a board member of Three Mile Creek Neighborhood Association, submitted the following opposition:

"OPPOSED ON GROUNDS OF CONSTITUTIONAL ABUSE. FACTS VALIDATED BY LEGISLATIVE & LOCAL GOVERNMENT TESTIMONIES & VOTING RECORDS; Legislative Voting Records provide undeniable evidence that Idaho’s Forced Annexation Law is a criminal product of Corrupt Development, Real-Estate & Construction Industry Lobbyists & legislators, using their conflict-of-interest political influence to use taxpayer dollars for personal gain & confiscate citizen’s property & voting rights."

I’m sure Ned Williamson and Mayor Hammerli have reviewed the legalities of forced annexation of the Quigley Farm but I believe it is a stretch to make it fit in this case. This is an undeveloped piece of property with no residents. Only the developer benefits at the cost of Hailey citizens who don’t want to add to the burden of their existing infrastructure.

If the development has perceived value, let the process proceed under the auspices of Blaine County. Once there are actually residents there, then and only then should the City of Hailey
consider annexation.

Galen L Hanselman
811 Quigley Road
Hailey, ID 83333
Public comment

Lisa Horowitz
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF HAILEY
115 S. MAIN ST. HAILEY, ID 83333
208-788-9815 EXT. 13
CELL: 727-7097

-----Original Message-----
From: Heather Dawson
Sent: Monday, April 17, 2017 8:40 AM
To: Lisa Horowitz
Subject: FW: NO! On Quigley Farm Annexation

-----Original Message-----
From: Galen Hanselman [mailto:galen@flyidaho.com]
Sent: Friday, April 14, 2017 3:54 PM
To: burkefamily203@cox.net
Subject: NO! On Quigley Farm Annexation

April 14th, 2017

Dear Hailey City Council,

I am a 55 year resident of the Wood River Valley of which 47 years have been as a resident of Hailey. I have lived on the corner of East Ridge and Quigley Road for 37 years.

There is NO way to mitigate the traffic from the proposed development at Quigley Farm through East Hailey. Quigley Road was never intended to be a highway. The increased traffic from the proposed annexation is a HUGE safety issue.

Proposed round-abouts are not the answer. The existing round-about on Woodside Blvd is a disaster. Many don’t know how to use a round-about and others use it as a daring display of bravado … darting in front of less daring drivers. I’ve observed high rate of speeds and kids circling round and round keeping responsible drivers out of the round-about.

I have paid taxes (and I might add a LOT of taxes) in Hailey for 47 years. I implore the City Council not to throw the citizens of Hailey under the bus. Vote NO on the annexation.

Galen L. Hanselman
811 Quigley Road
Hailey, ID 83333
April 8, 2017

Mayor Fritz Hammerlie
Hailey City Council
Hailey City Hall
115 Main Street
Hailey ID 83333

A letter in opposition to the both the Quigley Development and Quigley Annexation.

Old Hailey is a unique and special place. A place that hints of an earlier time. The city of Hailey is a vibrant walkable small town. Please do not let traffic and a PUD destroy these wonderful assets. The City of Hailey Comprehensive Plans spells out the vision for the future development of Hailey, please refer to it, use it as your blueprint going forward.

1. Quigley Development -
Commercial -
The Quigley development calls for a huge commercial center. The Comprehensive Plan, Strategy Section One, Introduction; “The importance of maintaining downtown as a primary retail Center of Hailey has been a long standing tenet of the city and consistently communicated.”
The Quigley commercial center is being heralded as a center for Non-Profits and stores. Do non-profits pay taxes? Will this space pay its way? What if this space does not fill or goes under? Will the city be left with a dar like the old Elkhorn development? This commercial space must not be allowed. Please keep the Comprehensive vision for the growth of Hailey alive and "preserve the city as the primary retail center".

Traffic -
How will the traffic make its way to Quigley? Will it flow through “old Hailey”? Will Old Hailey neighborhoods suffer a disconnect. Isn’t this specially mentioned in the Comprehensive Plan? The Comprehensive Plan “Comp Plan, Section 5, Background, second paragraph; “the livability and quality of life in Hailey cannot be maintained and enhanced without residential neighborhoods that are protection and supported”. Please do not let Old Hailey be carved up to fit the convenience of developers.
Infill not sprawl, plan for the future, keep our city center in tact, keep our neighborhoods connected. You are facing development threats from all side of town. Quigley to the east, much acreage for sale to the north and to the south Colorado Gulch. And soon to the west their will be development pressure. Please keep our unique city, the family friendly neighborhood connected town that it is today.

2. Annexation -
Annexation fees should be paid not traded for questionable water rights. Were the water rights settled in 2015 as a “wet “right or as a “paper” right? In this very wet year does Quigley creek have a surface connection to the Big Wood River? Was this a sincere offer or a tax motivated ploy?

You are elected and entrusted by the citizens of Hailey to guard the growth of our city. You have a blueprint to follow in the Comprehensive Plan. Please do the voters bidding, use common sense and do you job. Save the character of our precious City of Hailey. Infill not sprawl!!!

Thank you,

Judy C. Harrison
551 Robinhood Drive
Hailey, ID 83333
Mayor and City Council;
I oppose annexation of Quigley Farms into the City because of:

(check your concerns)

- Traffic
- Cost to taxpayers
- Commercial zone harms downtown
- Other areas for growth near Hailey
- Dunke property up for development - 126 homes
- Paving of Quigley walking road
- Wildlife concerns
- Not in accord with City Comp Plan — ?
- Should be conserved as open space and recreation
- Application should go through Blaine County

Name

Address 930 Quigley Road, Hailey
Janet and P&Z Commissioners, City Council,

I am deeply disturbed by the failure of the Mayor and his staff to reveal that the manipulations of the Annexation Ordinance and the TischlerBise study were directly attached to this attempted back-door annexation of Quigley.

My intuition last fall that these deceitful strategies were engineered exclusively for future annexation requests by David Hennessey proved accurate. There was never any admission that this was, in fact, the case, despite my accusations. Please find attached the four documents I sent the Council at that time.

Such absence of transparency and attempted circumvention of the standard formal process requiring an actual annexation application, is an obscene violation of the trust of citizens. The declared intention of the City Attorney to have the City completely abandon the Annexation Ordinance is exactly the nature of malfeasance such ordinances are in place to prevent.

The City Attorney should have been dismissed following the Old Cutter’s annexation when he failed to secure the City’s financial position with an intercreditor agreement, standard operating procedure, that directs remedies in the event of a default on payment, which happened. This costly failure was compounded by foolish pursuit of litigation and an appeal over Community Housing provisions destined to fail.

Now, a planner forced to resign from a position in Ketchum, is working along with the City Attorney to represent David Hennessey, rather than the citizens who pay both their salaries.

It has been suggested that it is hyperbole when I have used the word “corrupt” in association with the patronage and cronyism exhibited at City Hall. Perhaps, but I no longer have any doubt that word is accurate with regard to this current process.

Bill Hughes
Hailey

PS - Just an interesting observation. Those few who support this proposal only do so because there is something in it for them personally. The overwhelming majority citizens who oppose this proposal do so because they love Hailey, the place where they live.
Annexation Procedure Should Comply with the Requirements of the Annexation Ordinance

- The City of Hailey Annexation Ordinance, Para 14.01.020 states the following:

  Any request for an annexation shall be controlled by the provisions of this chapter.

  If the city initiates an annexation, the provisions of this chapter shall not govern.

- The current process is clearly a request for annexation, as shown by the public record e-mail from Mr. Laski to Mr. Williamson initiating the process, and by Para 17.E of the draft Annexation Agreement, also in the public record.
- The term "Any Request for Annexation..." establishing applicability is considered to supersede the non-applicability for a city initiated annexation by virtue of the word "Any".
- Aside from the forgoing, there are several reasons that the Annexation Ordinance should be complied with:

  -- That is what it is for.

  --Avoid developing public perceptions of impropriety and insider dealing.
Hi all,

A friend inquired about the recent Hailey P&Z meeting I attended and was considering examination of the "Standards of Evaluation" and submitting relevant comments. My response follows:

At the last P&Z meeting, there were last-minute changes demanding focus that were confusing to Janet Fugate et al, and a frustrating half hour was spent without much in the way of clarity being achieved. I began my comments by telling P&Z I would like them to do the exact opposite, to take a deep breath and not focus on the details. I had not been to a meeting since the conclusion of the last proposed disaster. I was so nervous I was shaking visibly and except for my two primary points have no idea what I said. First, "Attempting to represent complexity as intelligently conceived planning and design is the ultimate deceit." Second, "Grafting this proposed malignancy onto the east side of Hailey would be the worst decision in this City's history." Big picture stuff that those advocating for this disaster, some inappropriately, don't want to hear.

The City's Comp Plan advises keeping commercial development in the downtown core. The County's Comp Plan advises keeping commercial development in the cities,
not out nearby canyons.

At the Council meeting April 20th this will be my focus, along with explaining why what is being proposed is completely absurd. Representing these 'Integrated Service Areas' as a progressive planning tool to reduce traffic appears reasonable, with one comment from a Sage School employee referencing the north end of Boise. I attempted last fall to sneak out the east side of Boise, and a small area of commercial development integrated into a vast expanse of residential was located there as well. But we live in a narrow valley without the variables of either population or distance satisfying any rational formula to make such a planning tool logical. With only a five-minute bike ride into a small town, the application of such an urban planning tool in Hailey becomes completely irrational.

Then there is the idea of 'non-profit offices' as somehow a justification for the foolhardy contradiction of two Comprehensive Plans. You and I both know non-profits are primarily about fund-raising. A priest, a rabbi, and a mullah walk into a complex of non-profits. Which particular non-profit do they donate to? None, because to give to one and not all would be a moral injustice! Putting together non-profits all looking for a handout is like everything with this proposal, absent of much in the way of critical thinking, simply going through the same failed motions, this time without an application. The solid non-profits, Land Trust, WWP, Nature Conservancy, are in town in attractive locations and will never move. When the sketchy non-profits cannot pay the rent, what then? We have plenty of empty commercial space in town.

The absolute stupidity citizens have been made to endure once again by a corrupted process attempting to drag this annexation through the back door without an application is unacceptable.

There is a huge abundance of residential inventory in Hailey already, and a significant abundance of opportunity for commercial development on Main and River Streets in the core. From a risk-reward perspective this project is a massive loser, rooted in the same speculative mind-set that contributed to the meltdown in 2008. All of Blaine County added only 130 citizens last year, so there is no demand. In 2004 a friend in the mortgage business informed me one-third of homes in Hailey are not the primary residence of owners, being second homes or investments. Most of any homes built out Quigley will be as well.

Everyone needs to remember Mr. Hennessey's attempted deceitful manipulation that inserted a new boundary at the Quigley Pond, which would have forced the County to approve residential development in critical wildlife habitat had the annexation been approved. Also remember the bearded SS Stormtrooper that harassed and abused citizens walking out the County road. And of course, Mr. Hennessey's mature response to denial of annexation, such a good friend of the community. Like last time, this annexation is still only about having the City of Hailey and its citizens provide a bailout for a failed real estate investment, this time by means of a corrupted process absent of any application, Mr. Hennessey conveniently accommodated by his buddies at City Hall. Administrative circumvention of the rules is the same as violating them, running a special interest agenda that disrespects and discounts the citizens who love Hailey as their home, rather than as a commodity.

Ned Williamson's continuing over the years to grossly under-value Hailey's position in any negotiations with Hennessey, have me deeply disturbed as you know. Also, my serious concerns and suspicions last August that the manipulations including the
Tischler Bise study and Ned's threat to completely abandon the Annexation Ordinance were attached to an objective to annex Quigley, proved accurate, despite the absence of transparency that this was really what was going on behind the curtain, attempting to rush this thing through without adequate time for more thorough review. *Disgraceful,* but not particularly surprising given past performance.

So, I encourage you to bring your superior expertise with *details* to bear on this latest proposed disaster. But I am more effective in bringing the passion I have for preventing the complete mess the real estate industry has made in Ketchum from being repeated in Hailey. For me it is *never* personal. My criticisms are associated with an individual's possible motivations, performance, and judgment. A recent *TIME* Magazine cover inquired, "Is Truth Dead?" In this valley, along with *honesty,* the answer is often *yes.* Both of these healthy values are commonly casualties of the insidious influences of *patronage* and *cronyism,* as they are in this instance.

The current political climate suggests that institutionalized power structures are no longer accountable for either *truth* or *honesty,* primarily focused on representing the interests of the *few* at the expense of the *many.* There are exceptions. That is why this development proposal belongs at the County who actually has an application in hand.

Bill Hughes
Hailey
RE: PROPOSED REVISIONS TO THE ANNEXATION ORDINANCE

"Williamson said the annexation report will be revised to discuss the issue at a meeting Aug. 15. He said the city's annexation ordinance will also have to be revised to complement the new annexation report."

"Williamson said the ordinance would have to be rewritten to not require fiscal-impact studies for each proposed new annexation."

"One of the options would be to get rid of the annexation ordinance altogether," he said, implying that a revised report would be an adequate substitution."

The two-page outburst I sent you folks back at the beginning of August was in response to these outrageous quotes in the IME. There was no explanation as to the motivations for these possible changes accommodating special interests, but once again the City Attorney is providing himself an opportunity to use the City and its纳税 citizens as an ATM machine. The Muleshoe must need remodeling.

The proposed request for a 'set-fee-per-unit', 'one-size-fits-all' fee assessment, as a replacement for the more detailed fiscal impact studies required by the annexation ordinance and process, is an expression of extremely poor judgment from the Mayor and City Attorney as each annexation application displays a diversity of land-use considerations, impacts, and associated costs that any uniform fee would intentionally neglect. The Mayor himself identified Ned's proposal to butcher the annexation ordinance as completely unnecessary.

"Haemmerle said the federal court never criticized the annexation-fee study conducted beforehand, nor the specific fees it outlined, but additional increases that came later."

Apparently, the Mayor and City Attorney feel obligated to once again fabricate a narrative creating a problem where none exists. I will discuss this propensity following my arguments why any revisions to the Annexation Ordinance are a terrible idea which cannot be defended. My apologies to Don if the length is excessive. I will do my best to keep it as brief as possible. Please allow me a little liberty, as my schedule at work, and discomfort at meetings due to the consistently adversarial and hostile response to any expression of dissent, preclude attendance.

Apparently another attorney, Jim Phillips, has been a primary proponent of these efforts to bypass the annexation ordinance and establish a flat fee for annexation into the City. Such an obvious expression of self-interest and lobbying is understandable and hardly surprising given Jim's property at the mouth of Quigley that he perhaps believes is ready for subdivision and associated added value were it allowed entrance into the City under the ridiculously low fees proposed. I would suggest to Jim that if he were able to persuade all of his neighbors north of Quigley Road and west of his property to Quigley Lane to annex their properties, then he might possibly have a logical argument for
entrance into the City. Perhaps some residents of South Hiawatha would like to annex their properties, but unless they all do it makes no sense.

Annexation as a land use planning tool has often been applied for the remediation of irregularities in boundaries to facilitate a more practical separation of jurisdictional responsibilities between administrative bodies, i.e. City and County. When elected officials, staffs, and the public look at maps, there should be little confusion. The WR and Hailey Fire Departments have offered consolidation as a method to improve efficiencies. I don’t ever see the HPD and Sheriff’s Department embracing consolidation.

Annexation as a land use planning tool has also been effectively used to eliminate isolated islands regulated by the administrative authority of a jurisdiction that provides support (protection services, roadwork and plowing) and constraints (statute, including zoning ordinances) separate and often different from those being applied to surrounding lands. The County has had a difficult time defending objections over trophy home development on inholdings of private islands of property surrounded by public lands. From my perspective the ordinance regulating such development appears to have been written by realtors and developers, not planners, no surprise there. The federal government deeded the acreages of those inholdings to ranchers and miners with the intention at that space in time of helping them manage their operations, any residence intended to be a small rustic cabin constructed of nearby native materials, in which to cook dinner and sleep. Special interests with unlimited financial resources have inserted inappropriate development in inappropriate locations (Hyndman Creek). There is little will by elected officials to oppose moneyed interests. Just call it “economic development” creating a few short-term jobs and be done.

Contrary to the use of annexation as a beneficial land use planning tool as identified in the previous two paragraphs, special interests with the assistance of the Mayor and City Attorney appear to be pursuing an agenda at City Hall that has considerable potential to intentionally create more irregularities and intentionally create more islands, abusing the annexation tool by encouraging accelerated annexation of random individual properties, essentially discarding any coherent long-term strategy for residential development in Hailey. The Mayor and City Attorney’s support of the intentional creation of a system that would encourage de facto spot-zoning promoting rampant speculation is a position that should be summarily rejected by the Hailey City Council, as their duty is to hold development interests to the high standards established by the annexation ordinance for residential development in Hailey. Revisiting the development philosophy that led to global financial collapse is not in the best interests of Hailey. The annexation ordinance protected Hailey from that disaster. I enjoyed 'The Big Short'.

Now I will return to the talents of the Mayor and City Attorney in fabricating a delusional narrative identifying problems where there are none, as the above quote of the Mayor clearly reveals. The possibility expressed in the comments of the City Attorney of completely abandoning an extremely effective annexation ordinance and process that has served the City and its citizen’s well, particularly during the subprime mortgage
meltdown, is complete lunacy. Such a misguided agenda would result in intentionally creating a complete mess that will require limitless hours of billing for legal expenses for any remediation, after already having paid substantial legal expenses for the intentional creation of that mess through proposed revisions to, and possible elimination of, the annexation ordinance. Please put a stop to this complete nonsense now. The City wasted enough money that could have been used for capital improvements on litigation with Old Cutter’s, and should beware of any similar attempted manipulations.

The idea of abandoning the annexation ordinance so soon after it prevented a proposed annexation disaster that was simply a bailout of a failed real estate investment at the expense of property owners in Hailey, exhibits an arrogance and an assumption that we have all forgotten the unpleasant experience of having to challenge the power of the institutionalized advocacy for Hennessey’s annexation application by the Mayor, City Attorney, and former Planner Beth Robrahn. “Those who ignore history are condemned to repeat it.”

Power, that is what I would like to discuss now. In the structure of Hailey City Government, the power is intended to reside with the Council, and be delivered through a democratic process. The Mayor is there to chair that process, and provide his vote in the event of a divided Council. Roberts’ Rules clearly directs that the chair (Mayor) of a meeting never offer an opinion or any response to comments presented by the public. The chair’s comments are supposed to occur later when the agenda item is moved at the conclusion of public comment to a period of consideration by the Council. The City Attorney is there only to provide legal advice as requested by the Council regarding interpretation of statute/code as it applies to issues associated with agenda items.

For the Mayor and City Attorney to be driving and advocating an agenda that appears to promote specific concessions by the City in the land use planning process through revisions of the annexation ordinance, is an abuse of power. Any attempts to expedite residential development and accelerate the annexation process are an invitation to disaster. The Council is a safeguard against any such abuse or undue influence in City affairs by the Mayor and City Attorney. Fritz believes his positions on issues are somehow validated by his being the loudest and most intimidating individual in the room. It is why meetings with agenda items critical to Hailey’s future are so poorly attended.

With Ned playing Rasputin to Fritz’ Catherine the Great, the distribution of power has been away from the Council and toward an alliance of two attorneys asserting an autocratic paradigm. Ned has accumulated too much power and should have been gone years ago when an extremely competent City Administrator, Jim Azumano, after looking at Ned’s compensation, decided it was in the best interests of the City of Hailey to put the City Attorney’s contract out for competitive bid. The good ol’ boys and girls club drove Jim from Hailey for the crime of having some integrity and refusing to abandon it.

With for sale signs sprouting like daffodils in the springtime as investors are eager to cash in on properties bought on the cheap following the events of 2008, there is an abundance of inventory in Hailey, perhaps to some degree attributable to a belief by
many that another correction is both inevitable and imminent. These proposed revisions to the annexation ordinance would encourage a hodge-podge patchwork of residential development amplifying the adverse effects of any recession.

I would like to offer my compliments to the Council for the quick approval of the units of micro-housing at Old Cutter’s. Such reasonable added density spread here and there throughout that subdivision will provide both affordable units for millennials and others embracing a more minimalist existence, and a profit for the developer. Definitely a win-win situation, well done. I find it amusing that young people are bragging about just how small the square-footage of their houses are, just as previous generations bragged about how large! As the global population grows, the planet shrinks!

Lowering the annexation bar to accommodate special interests is a really bad idea, completely abandoning the best interests of the City and its citizens. Hailey is currently experiencing healthy growth and I am looking forward to a first visit the new organic grocer’s. Intentionally creating a fast-food annexation system that would intentionally promote malignant growth resulting in degenerative development disease, is simply another disaster being advocated by attorneys so they will have something to do and plenty of additional billing. I advise them to get a hobby or do some volunteer work, so the City and its citizens are protected from their imprudent agendas.

Don, I appreciate your enduring this appeal for good judgment. I would like to thank you and the other Council members for your careful consideration of comments from an independent citizen operating outside the bubble of City Hall. I am far enough removed from the undue influence of the same tired voices offering the same tired refrain, not to be motivated exclusively by potential personal benefit acquired at the expense of the broader community, and only want what is best for Hailey and its citizens.

Respectfully,

William F. Hughes
Hailey

Please enter these comments into the public record.
Council,

Regarding the case with Old Cutter's, a July twenty-second article in the Idaho Mountain Express reported, "Haemmerle said the federal court never criticized the annexation fee study beforehand, nor the specific fees it outlined, but additional fees that came later."

So, according to Mayor Haemmerle and the federal court, the existing calculation of annexation fees under the Annexation Ordinance works just fine, any problems created in the annexation process a direct result of deviation from the Annexation Ordinance approved by the City Attorney.

With the Idaho Supreme Court determining that a Community Housing Ordinance in McCall was an illegal taking in violation of the United States Constitution, and also violated provisions on condemnation of the Idaho Constitution, it was an extremely poor decision to move forward with litigation against Old Cutter's. McCall only prevailed in the case brought by Alpine Village Company because of a time constraint technicality, quote, "failure to timely comply with the Idaho Tort Claims Act," unquote. Over the years, significant legal expenses have resulted in additional legal expenses, ultimately creating more problems than they have resolved, a costly investment in failure.

Please, I urge the Council not to be similarly led down the primrose path once again by the Mayor and City Attorney. I urge the Council not to be persuaded to make an even poorer decision associated with residential development in Hailey. I urge the Council not to allow any revisions whatsoever to the Annexation Ordinance.

Changes in the Annexation Ordinance to accommodate special interests and associated relationships would be a serious liability to the City and its citizens. It has worked well over the last decade. Given past history in these matters, many citizens simply do not trust the motivations of the Mayor and City Attorney in suggesting that the Annexation Ordinance somehow requires "revision."

The Annexation Ordinance is in place to protect the City and its citizens. It has performed well in doing so. I strongly advise the Council, absolutely NO CHANGES to the Annexation Ordinance.

Bill Hughes
Hailey
Hailey City Council,

I hope you are all staying cool as the dog days of summer are upon us. I have decided not to write unless decisions of catastrophic consequence to Hailey are being considered. I implore you to resist any modification of the annexation ordinance, including flat annexation fees derived from the TischlerBise financial analysis. The dramatic fluctuations of real estate values and the diversity of impacts for each individual development project, suggest significant variations in fees as well.

Because of a rapidly changing market the financial assumptions by Caplan & Associates for the last Quigley annexation application were so far off as to be completely useless in assessing future contributions to City coffers. It took a citizen way smarter than anyone else in the room to persuade a pathologically obstinate and belligerent mayor who consistently advocated and argued on behalf of his friend the applicant, that this annexation proposal would be a financial disaster for the City of Hailey and citizens owning property. Don Keim wisely validated this reality in his findings of fact prior to denial of the application. Also, sprawl out Quigley would have effectively put an end to the presence of mule deer in our valley.

Quigley’s annexation application from the offices of Robertson & Slette in Twin Falls, was so poorly composed it appeared to be written by third-graders with substandard language skills. Perhaps that is entirely irrelevant, unlike the fact that it capped impact fees for roads at just over 100K, an amount that probably wouldn’t build 300 feet of properly engineered paved road. The entire objective of this Quigley farce was to pass all the costs of infrastructure development and impact mitigation on to taxpayers, a pattern some elected officials are finally starting to recognize as a liability to the community and taxpayers far outweighing any implied benefits. Never in the history of this country has residential development paid for itself, despite real estate propaganda about the expansion of the tax base.

In the past, my suspicions of possible collusion between elected officials and development interests have proven accurate. Because of the cryptic nature of some responses in the 7/22 article in the IME, including the final sentence, I believe these proposed changes to the annexation process are motivated by the need for the Quigley applicants, now before the County, to have access to the Hailey sewage treatment plant, which I have now paid to upgrade three or four times. They can have access to our sewer plant without annexation, in exchange for any water rights they possess. This should be the nature of “negotiations with developers” the mayor references in the article. Hennessy is a crybaby, we all saw his response to denial of his application, and wants his buddy Fritz to allow his project in through the back door.

The Council is elected to represent citizens of Hailey, not development interests and the administrative whimsy of the mayor and city attorney. The city attorney’s ineptitude in representing Hailey’s position in litigation associated with the Cutter’s annexation, suggests Jim Azumano’s commitment to putting a new contract for the city attorney’s job out for bid, exhibited a standard of intelligence and integrity rarely exhibited at City Hall.
The City Attorney needs to focus on his constantly expanding real estate portfolio, provided courtesy of Hailey taxpayers. That is where all his time is spent anyway. His compensation over the years has exponentially exceeded any contribution to the community or performance on the job.

With a new grocery store, The Cottages senior living development, the expansion at King's, and soon Les Schwab, healthy development is on track in Hailey, and there is no need to abandon established policy to promote residential development to accommodate the personal and business relationships of the mayor and city attorney. It is hardly a surprise that with acreage at the mouth of Quigley, Jim Phillips also endorses streamlining the annexation process. At least Jim is honest enough to admit that the changes proposed for the annexation ordinance, apparently including possible complete abandonment, being promoted by the mayor and city attorney, is fraught with complications, reason enough for the Council to put a stop to this foolishness. Crony Capitalism is disturbing enough at the national level, the Council should not forsake the ethical constraints and codified principles that protect citizens here in Hailey. Besides, I do not believe you want to further validate the perception in the community that the Council is simply a rubber stamp for the Teutonic, autocratic leadership style of the mayor.

Historically, transparency has received only lip service at City Hall, with the identification of ex parte communication last observed in the Brad Siemer Administration. Frankly, such an obligation would take up too much time at meetings. But that doesn't mean conversations outside the public arena between elected officials, staff, and development interests, are irrelevant to the processes of governance and decision-making, and associated votes on issues and applications that shouldn't be influenced through dialogue conducted behind the curtain. The good 'ol boy paradigm should remain in the past, where it belongs.

Outcomes at the County are not always the alternative that I would prefer (Hyndman Creek). But officials, staff, and appointees to the P&Z Commission in Hailey might take a look at the objectivity and strict adherence to code and regulation that guides the County process, which appears far less vulnerable to the inappropriate attempts at influence that I have observed at the City for over twenty-five years now.

Eventually, some vision must be directed toward Hailey's future, an activity that has been woefully inadequate in a planning process that has been primarily reactive rather than pro-active, with a narrow rather than expanded focus. With the annexation of the Dumke property on the horizon (who knows how near or distant in time?), officials and staff must begin to consider the ultimate carrying capacities for population, transportation, water, etc. The Dumke property has the potential to almost double the number of residences in East Hailey. "Beaver will have an Interstate running through her front yard, she won't think she's got it so good!" Copyright...John Mellencamp! I would hope that any proposal brought forward by Ed Dumke's representatives will respect rather than attempt to circumvent or abbreviate the annexation process, which is what the mayor and city attorney are proposing to facilitate. I believe this group will apply sufficient
resources to their project so as not to put any undue financial burden on the City and taxpayers. Perhaps their consultants may even have a modicum of credibility, something completely absent in recent annexation proceedings.

Many of the proposals put forward for consideration by the City appear to be out of simple boredom with limited activity at City Hall, just wanting to stir things up. Attorneys are often obsessed with conflict, and if there isn’t a convenient one available they will attempt to engineer and construct one, like proposing to amend or dismantle the annexation ordinance, and being deceitful about providing a reason why they feel this is necessary. Many attorneys will take an argumentative tone even if you are agreeing with them. This proposal to alter the annexation ordinance is simply another bad idea from individuals good at bad ideas! If it ain’t broke, don’t fix it!

The annexation ordinance has saved us from some really bad ideas in recent years. Often, doing nothing is the preferred alternative, but doesn’t create the conflict some attorneys crave when things are quiet with nothing going on. If it is absolutely necessary, please make any conflict about sidewalk dimensions or bike lane configurations, thereby limiting the damage that can be done by the mayor and city attorney.

Maybe this proposed nonsense is simply a product of delusional thinking associated with the heat we are experiencing. With such a rapid pulse, the valley has an eerily similar feel to the run-up to September, 2008.

William F. Hughes
Hailey
Hailey Council,

There was an insert with the “Our Town” newsletter accompanying February’s billing for services and water. It encouraged citizens to comment on a proposed Town Square. In casual conversation with approximately a dozen neighbors and other property owners of every political stripe in Hailey, the response was uniformly that the City needs to focus its attention and resources on infrastructure, not cosmetic improvements that would add costs to many working citizens that have been under significant financial stress for many years now. Also, there was no perceived shortage of venues for citizens to gather in our community.

Market forces have added enough to the expense of living here, without constantly increasing taxation and fees. Local elected officials apparently have no frame of reference for such realities, and represent themselves as competent as long as they are continually enabled to escalate the generation of tax revenue far beyond what is commensurate with actual growth. Growth never pays its own way. The short-term economic benefits vanish, and the long-term costs remain.

Those more familiar than I with Ketchum political realities have indicated that Mr. Marks and Ms. Horowitz were encouraged/advised to move on by a changing administration. The valley continues to play musical chairs between jurisdictions with these planners, resulting in the same uninspired vision and ridiculous attempts at empire building exemplified by this Town Square nonsense and the useless expenditures on Fourth Street in Ketchum. It was entirely inappropriate for Beth Robrahm to be openly advocating for the annexation of Quigley during that process. Job security for one individual does not justify approving a disaster. Besides, the City has gotten along just fine whenever this position has been vacant. Staff should remain neutral on such proposals and let citizens and the Council decide various outcomes. With any significant development applications, the issue of compatibility with existing development is critical. I do not believe Hailey and its residents and elected officials have any desire to transform such an inviting, diverse community, into the sterile, monolithic, homogenous exercise in pretension and excess that Ketchum has become. We have managed against all odds to keep the sacrifice area north of Deer Creek. Hailey’s soul is not for sale.

Now, rather than just being critical of this absurd Town Square agenda, I would like to propose an alternative mission for Ms. Horowitz’ ambitions, that has the potential to win the hearts and minds of the community now employing her. A recent Guest Opinion in the IME submitted by Kerrin McCall with 10 additional signatories, titled Don’t Smother Idaho’s Energy Future, referenced a proposal for a small solar array mid-valley. Gene Fadness from the Idaho Public Utility Commission responded in the digital edition of the IME, identifying a public comment period for solar.

The March 9th issue of Time Magazine had an article (A Burst of Energy) on two massive solar arrays that have come online in California recently. The potential for solar is unlimited, particularly given the new thin-film PV panels that are both inexpensive and
efficient. These “solar farms” or arrays often present serious environmental impacts and are part of the past already.

20 years ago I was reading meters for Idaho Power. The company wasn’t fond of the idea of residential inverters, and meters running backward. Industry has excessive influence in matters of policy. In our culture it is only ever about money and the extraction and accumulation of unearned wealth, the fossil fuel industry rules. We are approaching a tipping point where concerns over the integrity of the atmosphere of our planet receive as much attention as Hollywood shenanigans. In my opinion it is over-three decades too late. The solar panels Jimmy Carter had installed on the White House were ripped down by his successor. Please find attached an excerpt from a speech by President Carter composed in the seventies.

Mr. Carter was on the right track. *Dispersed generation* offers the opportunity to produce clean energy from sites already developed, our homes. The panels are now much more affordable and efficient. The potential for local economic benefit is considerable, the resource being developed is free, both of costs and of any significant environmental impacts. Just west of Hailey, a good friend of mine built the largest off-grid solar residence in the state, over fifteen years ago.

I’m certain Ms. Horowitz has considerable talents. Such an individual has the capacity to drive an agenda promoting a *pilot program for dispersed generation* here in Hailey. Such an effort would require the lobbying of the PUC and Idaho Power, soliciting grants for funding, public relations activity, and promotion. The progressive attitude is strong in this valley, those possessing it are a considerable force. Those high quality human resources are available at no costs. The smart ones will profit from adjunct small businesses. Apparently, Ketchum has already written a comprehensive energy position directive (thanks Kerrin) that perhaps Ms. Horowitz helped compose. The funding for such an effort would no doubt flow in without adding any burden to the taxpayer. People want to make a difference in the precarious future of their children.

And speaking of children, along with my proclivity for ferreting out hypocrisies at City Hall – “you cannot promote a *non-discrimination ordinance*, and then exclude those under 18 from participating in the public process.” They are the ones that are going to have to provide solutions to our massive failures of priorities and policy over the past century. Besides, the local schools are an invaluable resource for any program to improve the future for the generations that follow. I believe that your reading the words and thoughts I am presenting is a miracle. That technology can provide easy solutions to the ecosystem collapse and environmental degradation occurring on this planet is fantasy, as is the idea that we will simply find some other planet to accommodate us.

I challenge Ms. Horowitz and the City of Hailey to make my proposal happen!

Bill Hughes
From: Elizabeth Huish
To: Planning
Subject: Quigley Farm
Date: Saturday, April 08, 2017 11:02:37 AM

Dear Planning commission,

I am writing in support of the Quigley Farm project. As a resident of Ketchum, I recognize both the value and the importance of community farms and this farm will serve not just Hailey, but our entire community. Similar community farms are springing up all over the country as our population realizes the importance of fresh, healthy produce in our diets.

Thank you for your consideration.

Elizabeth Huish, Ketchum
From: George Kirk [mailto:gkirk@kirk-group.com]  
Sent: Tuesday, April 04, 2017 1:13 PM  
To: Heather Dawson <heather.dawson@haileycityhall.org>; burkefamily203@cox.net; pat.cooley <pat.cooley@haileycityhall.org>; Don Keirm <don.keirm@haileycityhall.org>; Colleen Teevin <colleen.teevin@haileycityhall.org>  
Subject: Quigley Farms

Mayor and City Council:  
I know I missed the meeting last night, but in any event, wanted to register my support for the Quigley Farm project and its annexation into the City of Hailey. The advantages of Quigley far outweigh the disadvantages. The compact nature of the development, preserved open space, expanded recreational opportunities, and non-profit collaborations will be a huge benefit to the City. A development in the County would subject the City to the impacts without gaining any of the benefits.

Please approve the annexation of Quigley.

Thanks,

George Kirk
Mayor and City Council:

I wanted to register my support for the Quigley Farm project and its annexation into the City of Hailey. The advantages of Quigley far outweigh the disadvantages. The compact nature of the development, preserved open space, expanded recreational opportunities, and non-profit collaborations will be a huge benefit to the City. A development in the County would subject the City to the impacts without gaining any of the benefits.

Please approve the annexation of Quigley

Thanks

Marty LaKey
To whom it may concern,
I am in favor of city annexation for the Quigley development. I am highly in favor of permitted use for the Sage School in the Quigley development. I hope it will be zoned as such. I think Sage School’s record of stewardship is very good and will be a good fit for the Quigley development.
Thank you.

Dennis McGonigal
Father of Sage School student
Mayor and City Council;

I oppose annexation of Quigley Farms into the City because of:

(check your concerns)

- Traffic
- Cost to taxpayers
- Commercial zone harms downtown
- Other areas for growth near Hailey
- Durnke property up for development - 126 homes
- Paving of Quigley walking road
- Wildlife concerns
- Not in accord with City Comp Plan
- Should be conserved as open space and recreation
- Application should go through Blaine County

Name  MARY MILLS

Address  PO BOX 497  BELLEVUE 83313
Dear Hailey City Council members and Mayor Haemmerle,

I have a number of concerns about the current proposal for Quigley Farm.

First and foremost, it is important to follow the rules for development and annexation. The City needs a more detailed and finalized plan to review to make this important annexation decision. In addition, many developers in the past have been excused from paying full impact or annexation fees, or have been allowed to skip steps in the planning process. When this happens, it's the residents that must pay the price. Whatever you decide, please be sure the Quigley Farm developers pay the actual cost of annexation.

I am also concerned about some of the proposed semi-commercial and commercial use planned. The rule of all smart growth to any comprehensive plan is to support business in the downtown corridor and infill. A boutique hotel is completely inappropriate for the Quigley location. Guests would be required drive to downtown Hailey for dining, entertainment and shopping. This hotel is redundant especially since the City is considering adding a Marriott Hotel on Main street. (While I agree Main street is the right place for a hotel, I am concerned that it is a chain hotel that would put our current hotels out of business and would be out of scale with Main street, Hailey.)

I appreciate that the Sage School would like a new school building, but I don't understand why such a large building is being considered for the number of students they have. I further don't
understand why nonprofits need buildings out Quigley. This removes them from the community they serve and again, would create more traffic. The Bloom Farm feels like the right kind of fit for that acreage and I believe it makes sense to deliver the produce to the current Hunger Coalition distribution site rather than to have their individual clients drive out Quigley to pick it up.

Although Blaine county is in need of housing, the Quigley Farms proposal will not provide the more affordable housing units needed. Who will be able to afford these homes?

Last, the increased traffic pressure out Croy – Eastridge - Quigley and Fox Acres is worrisome, especially with the additional development of the Dumke property. Proposed roundabouts won’t mitigate the increased traffic, they just manage traffic flow.

Thank you for all your hard work.

Kristen Olenick  
kolenick@cox.net
Chair Fugate and Commissioners;

Thank you again for allowing those of us who are your neighbors to speak to the proposed zoning for the development by David Hennessy, Harry Weekes and Duncan Morton.

Rather than repeating lines from the Hailey Comprehensive Plan, I want to tell you why we all care about what happens to Hailey if the City annexes this planned 200 home subdivision and extensive office building/hotel complex.

We've all had the experience of losing some treasured landscape from our past, or having a special place in our hometown torn down and replaced by something that makes you wish things hadn't changed. Mr. Scanlon noted in your last meeting that every time he designs a new home, the neighbors complain about change, that being part of human nature.

This development, however, is on a different scale. Its not just “there goes the neighborhood”. Many of us, I dare say almost all of us, moved here because Hailey was the town we were all looking for. Hailey has such eye appeal, and that often used term “quality of life”, with historic downtown buildings and maple-lined streets where we can all ride our bikes and walk to the store. It’s a place that is friendly, unaffected and approachable. A place we feel we can fit into, make our “home” in the best sense of the word.-in New Mexico, they call it “querencia.” The place you care about.

The simple truth is that what is here now makes people want to move to Hailey. In 2014, Hailey received an award for being one of the 10 most liveable small towns in the United States. It is consistently in the top towns in Idaho in categories like “12 towns with the most breathtaking scenery in Idaho”. I tried to articulate this to you when describing Quigley as having economic value for the City. People are looking for a place that retains quick and easy access to its most iconic, unaltered landscapes.

I know that as members of P and Z that you work at this because you care about your community. Planning and Zoning should be an independent body that helps to vet land use actions according to the City Code. At the last meeting you showed that you have a good understanding of the task that was continued to this evening. Most of you indicated that you recognized that the existing zoning category of Neighborhood Service Center was appropriate to the uses allowable in the designated Neighborhood Service Center shown on the Comprehensive Plan Map. There is no mystery here-the zoning category was created for the 3 areas in Hailey-Quigley, Sweetwater/Woodside, and South Woodside.

Please recommend the Neighborhood Services Zone for the uses in this community. This zone protects the current residents from the impacts of sprawl: traffic, harm to the downtown core, and reduced quality of life. To do otherwise is to prioritize a new, perhaps more hip and attractive community than the ones that you currently represent.
I do not understand the relationship between the housing development and the commercial district as relates to specified uses. When determining allowable or conditional uses in the context of what is related to the neighborhood, the not-for-profits and school do not seem to be related to the housing development.

As far as process goes, it is very upsetting for the applicant to be presenting new material without it being available for the public to review. This entire thing is being railroaded through-holding meetings during spring break, or the night after people returned from spring break. Materials of this complexity should be available sooner than 3 days before a meeting, as this is the biggest land use action for Hailey since Old Cutter’s. It is lacking in transparency. Although this is a legislative matter, this action has huge consequences to your constituency as well as your neighbors.

Lastly, if you reduce the size of the commercial area by zoning and permitted use, please add more recreational greenbelt along Quigley Rd to maintain the experience that walkers, runners and cyclists have had for so many years.

Thank you for your time and consideration of our concerns.
Elizabeth Lili Simpson
7 Quigley Lane
From the "12 towns with the most breathtaking scenery in Idaho"

1. Hailey

This cozy town in the Wood River Valley has topped dozens of national lists for being one of the most livable small towns in the country. A stunning combination of mountains, valleys, and local history makes it easy to see why.
Voted as one of America's top 50 small towns, Hailey is bursting at the saddle seams with beauty and rural *je nai sais quoi*. Home of the Trailing of the Sheep Festival -- an annual event that honors generations of sheep ranching families in Idaho -- Hailey also boasts the oldest functioning courthouse in the state. But really, this view alone is reason enough to love this city, yes?
In 2015, Hailey was voted one of the top 100 best small towns out of 12,000 towns in the US.

http://livability.com/best-places/top-100-best-small-towns/

Hailey, ID Recognized as one of America's 10 Best Small Towns
Hailey, ID Recognized as one of America’s 10 Best Small Towns

July 2014. Hailey, Idaho has been named in the 2014 Livability.com poll as one of America’s 10 Best Small Towns. Livability.com is a national website that ranks quality of life and travel amenities of America’s small to mid-sized cities. Livability.com says, “Hailey offers residents a laid-back atmosphere with an astonishing amount of outdoor recreational options. In addition to good schools, low crime, low pollution and high community involvement, Hailey has the highest level of employment and the greatest income distribution of any city on our list. Tourism plays a large role in Hailey’s business scene today. Residents can also enjoy outdoor excursions to nearby ski resorts, hiking trails and fishing holes.”
Lisa Horowitz
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF HAILEY
115 S. MAIN ST. HAILEY, ID 83333
208-788-9815 EXT. 13
CELL: 727-7097

From: Heather Dawson
Sent: Wednesday, April 05, 2017 2:52 PM
To: Lisa Horowitz
Subject: FW: Numbers to back up my comments about Quigley Farm

From: Eeva Turzian [mailto:eeva@eenvaturzian.com]
Sent: Wednesday, April 05, 2017 1:59 PM
To: Fritz Haemmerle <fritz.haemmerle@haileycityhall.org>; Heather Dawson <heather.dawson@haileycityhall.org>; burkefamily203@cox.net; pat.cooley<pata.cooley@haileycityhall.org>; Don Keirn <don.keirn@haileycityhall.org>; Colleen Teevin <colleen.teevin@haileycityhall.org>
Subject: Numbers to back up my comments about Quigley Farm

To the Mayor and City Council of Hailey,

My name is Eeva Turzian, and I attended the City Council hearing Monday for the proposed annexation of the Quigley Farm project. I would like to first of all thank the Council for hosting the meeting and listening to all the questions and comments that were presented, as it's a great opportunity for the citizens of our community to express their thoughts on the topic.

I stood up and voiced my support of the project during the meeting, and I would like to follow up on my comments with some additional supporting information and a few statistics from the perspective of the real estate market. From a personal and professional standpoint, I believe the Quigley Farm project would be a positive move in the right direction for the City of Hailey for several reasons. As a young family, I see many of my friends, peers struggling to find decent homes within an affordable price range, and there is a huge demand for new inventory on the market within that range. The Quigley canyon project is offering a wide range of unit types and therefore are going to appeal to a wide range of buyers and price points.

To support this point, I did some research on the market to look at how things have changed in Hailey over the last year. From 4/4/2015 to 4/4/2016, there were 137 residential sales in Hailey with an average sold price of $340,072. The following year, from 4/4/2016 to 4/4/2017 there were 124 residential sales with an average sold price of

--89--
$374,362. This is an average price increase of 10%. At the same time, the number of homes available for sale in Hailey has decreased by 18% over the last year. Please see the attached graphs from the Sun Valley Board of Realtors MLS to illustrate this data.

This trend points out the fact that inventory is low within the Hailey market, and prices are rising, which makes it difficult for people buying homes to find a decent property at a reasonable price. This is especially true for young working families, who are often helping drive our economy forward by opening and supporting new businesses and organizations. There is also a substantial demand for newly constructed inventory, as evidenced by the fact that new construction sells significantly faster and has a shorter average time on the market compared to older homes in need of remodel work. Quigley Farm could fill the demand for this gap in the market.

I also looked specifically at sales data for the Northridge subdivision in Hailey, which is often viewed as a highly desirable area for mid-range income families who want a nice place to live. Prices have increased by over 8% in the last year. I believe that the Quigley Farm project could potentially be viewed in the public eye as the next “up and coming” neighborhood for working families who want to live in a place that offers sustainability, access to the outdoors, and a positive community environment for encouraging new growth. The Comprehensive Plan for the City of Hailey states that we need to plan not only for the current needs of our community, but for the future projected growth and for the next generation. I should also say, I think people of all ages will find the neighborhood desirable – not just young families.

I did some very basic math to see if I could put any numbers to what the city of Hailey would be gaining in annual taxes by annexing this project. I called and found the mill levy rate of a current home located at 1230 Quigley Rd. Using this simple math the city would be gaining approximately $478,627 dollars in annual tax revenue. I know my numbers are based on estimations (and likely the number would be higher than this) but I do know this project will end up in a considerable amount of tax revenue that either the city or the county will collect each year. As the years go by this number will really add up!

After attending the meeting on Monday, I am more confident that ever that the Quigley Farm development would have a strongly positive impact for the City of Hailey. It’s clear that our valley is growing, and I believe that to proactively plan for today and future generations, we need to work together to approve this new development. The positive attributes of this project heavily outweigh the negatives, and I trust that the development team will do a phenomenal job making this project a reality.

Thank you for your time and consideration,

Eeva Turzian

Eeva Turzian
Sun Valley Sotheby’s International Realty
208-720-6906
eeva@eevat urzian.com
Mayor and City Council:

I wanted to register my support for the Quigley Farm project and its annexation into the City of Hailey. The advantages of Quigley far outweigh the disadvantages. The compact nature of the development, preserved open space, expanded recreational opportunities, and non-profit collaborations will be a huge benefit to the City. A development in the County would subject the City to the impacts without gaining any of the benefits.

Please approve the annexation of Quigley.

Thanks

[Signature]
To the Mayor, City Council, City Attorney and members of the Planning and Zoning Commission:

Re: Against the Quigley Farms annexation.

I would like to call your attention to the following U.S. Census Bureau data which is found at the following link: https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml

The relevant facts are:

1. In 2000, persons 65 years old and older were 7.8% of a total population of 18,991.
2. In 2010, persons 65 years old and older were 11.6% of a total population of 21,376.
3. In 2015, persons 65 years old and older were 15% of a total population of 21,309.

The corresponding Hailey data are:

1. In 2000, persons 65 years old and older were 5.3% of a total population of 6200.
2. In 2010, persons 65 years old and older were 6.5% of a total population of 7960.
3. In 2015, persons 65 years old and older were 8.8% of a total population of 8002.

The data indicates that the population of both the county and Hailey is aging. The question then becomes what is the effect on the housing market and will the Quigley Farms development attract enough of the declining and aging population for the city to financially benefit from annexation.

An equally important fact is that the city is suffering economically due to lack of leadership on the part of the Mayor and City Council. In order to attract a younger population to Hailey, the city and county must provide incentives for people to want to move here. The only viable incentive is jobs. As I noted in my previous letter, no one in the administration has shown or is showing the least bit of interest in opening links to possible sources of employment.

An undesirable outcome of the inability to attract 'younger blood' into Hailey is Quigley Farms turning into the Elysian Fields of Hailey, where the wealthy retirees enjoy their paradisiacal afterlife while the Sage School becomes a Platonic
academy, attracting the offspring of the idle rich since there will be no one else who could afford the tuition. The gateway to the development will be adorned with the Dantesque 'Lasciate ogne speranza, voi ch'ingrate'. Of course, this assumes that the gateway can be reached - the traffic issues are yet to be discussed.

Another possible outcome is the influx of 'second homers' - pardon the pun - who have no vested interest in the community. With their disposable income they would not see the need for job creation, nor would they see the need for commercial development in Hailey. We can't rely on the great outdoors to attract young families here.

The future of Hailey depends on affordable housing and jobs. The Quigley development provides neither. Nor does the City Council and the Mayor think this issue is worthy of consideration.

M. Weinless
Deerfield
Dear Council member,

I'm writing to support the Quigley Project. I have been involved in most of the public meetings as well as the smaller stakeholder meetings and so I believe I understand the intent of the project. I do not live in Hailey but have been a full time resident of Indian Creek since 1988.

Professionally I have worked in the valley as the owner of Native Landscapes, was a founding member of the Sawtooth Botanical Garden and Idaho's Bounty a local food co-op. I am well versed and understand the practical realities of the agricultural, land use and habitat components they are attempting to put in place as well and believe they have done their homework. The process they engaged in was as thorough a process as I have ever seen. I think they were very transparent with the public in their presentations and gave the citizens of Hailey ample opportunity to engage with them in the design of the project. I believe that the project represents as innovative a development as you are likely to see anywhere in the country.

If we hope to grow our community and our economy we must have additional housing and economic opportunities. There is a great deal of interest in local food production, habitat protection and additional recreational activities all of which are addressed in the current proposal. I urge you to support the Quigley proposal.

Thank you,

Kelley Weston

117 Blackfeet Dr.
Hailey Id. 83333
208-471-0327
Mayor and City Council;
I oppose annexation of Quigley Farms into the City because of:
(check your concerns)

☒ Traffic
☒ Cost to taxpayers
☒ Commercial zone harms downtown
☒ Other areas for growth near Hailey
☒ Dumke property up for development - 126 homes
☒ Paving of Quigley walking road
☒ Wildlife concerns
☐ Not in accord with City Comp Plan
☒ Should be conserved as open space and recreation
☺ Application should go through Blaine County

Name: Barbara Wilkinson
Address: 381 Deep Trail Dr.
Hailey
Mayor and City Council;
I oppose annexation of Quigley Farms into the City because of:
(check your concerns)

- Traffic
- Cost to taxpayers
- Commercial zone harms downtown
- Other areas for growth near Hailey
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Name _________________________
Address _______________________

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I oppose annexation of Quigley Farms into the City because of:
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Name _______________________
Address _______________________
Dear Mayor and City Council Members............I am writing with respect to the prospective annexation of Quigley Canyon into the city of Hailey.

There appears to be two questions involved in this matter: The first relates to whether Hailey should annex this property into its city limits, and the second relates to the best use of the property if and when it is annexed.

Quigley Canyon is unique. Truly unique. It is a one of a kind parcel of real estate that bears no scars from any previous development: it is a blank canvas, the only one we have in such close proximity to our downtown. Now, you are being asked by the developer to fill in that canvas with a project that does not appear worthy of the uniqueness of this hallowed ground. So ask yourselves this: IS THERE ANY ASPECT OF THIS CURRENT PROPOSAL THAT CAN’T BE DUPLICATED IN AND AROUND HAILEY ON ANOTHER PIECE OF AVAILABLE GROUND? If the answer is no, one must wonder why would we annex and tarnish forever one of the last pieces of virgin real estate here in Hailey? Is this really the best use of this pristine property?

Perhaps the worst scenario that could ensue from the current proposal is that it would compete with our struggling downtown. There are towns all over the country that have been decimated by similar projects that have destroyed the downtown core. Supporting our downtown is reason alone to defeat the current proposal.
So what is the alternative? Well, let's start with Hailey as a community. While we all enjoy living here, what does Hailey represent other than being a bedroom community for our up valley superstars, Ketchum and Sun Valley? Do we have a brand? No. Will people come to the Wood River Valley just to be in Hailey? No. We do have an ice skating rink and some fine restaurants. We have an airport close by, and we have all those miles of hiking and biking trails which mean the world to all of us who live here. But what would entice people to come to Hailey as a destination resort in lieu of driving up the road to Ketchum and Sun Valley? Shouldn't we at least consider that possibility?

While the devil is always in the details, there is a ready answer, and it lies in the hands of the developer who tried once before to bring an environmentally friendly links style golf course to Quigley Canyon and was shot down in the process. I am not weighing in on whether his plan was a good one or needed modification, but if the city of Hailey wants to get serious about it's brand and what it stands for, we should sit down with Dave Hennessy who is a very capable real estate developer and work out a plan that meets the open space needs of the city while at the same time serves as a magnet for golfers who would come from all over the country with their money in hand to support this venture. If you might have any doubt about this statement, check out Bandon Dunes on the wild and wooly coast of Oregon where it takes a year to get a reservation to play their four golf courses in some of the most inclement weather conditions imaginable. Build it, build it well, and they will come! Bandon Dunes is a living testament to that fact, and there is no reason we can't create a classy destination resort right here in Hailey that would benefit everyone in our community.

Does Quigley Canyon fit the bill for a world class golf course? Yes it does! The property is a natural. There is an ample source of water. Early morning sun from the east ensures a minimum of frost delays. Housing would be minimal and would be built up the canyon and out of view of the canyon entrance. Wildlife would continue to be attracted to it's native grasses as it is now. The developers would work closely with the city to minimize traffic impacts. It would be a perfect location for cross country skiing during the winter months. And think about this: EVERY SINGLE LOT AND HOME IN HAILEY WOULD DRAMATICALLY INCREASE IN VALUE THE INSTANT THE NEWS GOT OUT THAT A GOLF COURSE WAS GOING TO BE BUILT IN QUIGLEY CANYON.

So now...."to be or not to be"? It is a naive pipe dream to think Quigley Canyon will never be utilized for any commercial use....it is simply too valuable, and the developers are too deeply invested to walk away. Clearly, an environmentally friendly and aesthetically designed golf course would be the lesser of two evils while at the same time being the source of enormous pride within our community, not to mention much needed income. What a golden opportunity to step out of the shadow of both Ketchum and Sun Valley and become our own shining light!

And finally, think about this: Do you really want this to be your legacy when you step down from your positions with the city of Hailey? Do you want to be known as the Mayor and City Council that allowed a very mediocre development to be built on Hailey's last bit of pristine open space? I beg of you to seize the moment by not only annexing Quigley Canyon but also by enlarging your vision for what is possible there. The time has come to finally put Hailey on the map by building something truly special on our last piece of very special property.

Respectfully submitted.....

William S. Bishop
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