

## HAILEY ORDINANCE NO. 1035

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING CHAPTER 5.32 OF THE HAILEY MUNICIPAL CODE WHICH AUTHORIZES THE IMPOSITION OF CERTAIN NON-PROPERTY TAXES, TO-WIT: A THREE PERCENT (3%) TAX ON RENTAL VEHICLE AND ON HOTEL-MOTEL OCCUPANCY CHARGES, A TWO PERCENT (2%) TAX ON RETAIL SALE OF LIQUOR BY-THE-DRINK, AND A ONE PERCENT (1%) TAX ON THE SALE OF RESTAURANT FOOD, TO PROVIDE FOR A TWENTY YEAR DURATION OF THE NON-PROPERTY TAXES EFFECTIVE ON JULY 1, 2010 AND TO DELETE THE AUTHORITY OF A RETAILER TO RETAIN ANY TAX IN EXCESS OF THE AMOUNT COLLECTED IN SECTION 5.32.030(E) OF THE HAILEY MUNICIPAL CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Mayor and Hailey City Council find that the City derives the major portion of its economic well-being from people catering to recreational needs;

WHEREAS, the Mayor and Hailey City Council find that the City has a significant economic dependence upon visitors and travelers passing through or staying in the city;

WHEREAS, the Mayor and Hailey City Council find that visitors and travelers to the City of Hailey require municipal services which place an undue burden upon City taxpayers;

WHEREAS, the Mayor and Hailey City Council find that the volume of visitors has increased the impact on City services, including emergency response services, and increased the impact on City parks, streets and other City infrastructure;

WHEREAS, in 2006, the voters of the City of Hailey adopted a local option tax providing for a three percent (3%) tax on rental vehicle and hotel-motel occupancy charges, a two percent (2%) tax on retail sale of liquor by-the-drink, and a one percent (1%) tax on the sale of restaurant food for a four (4) year period; and

WHEREAS, on November 3, 2009, the voters of the City of Hailey adopted a local option tax providing for a three percent (3%) tax on rental vehicle and hotel-motel occupancy charges, a two percent (2%) tax on retail sale of liquor by-the-drink, and a one percent (1%) tax on the sale of restaurant food for a twenty (20) year period effective on July 1, 2010; and

WHEREAS, the Mayor and the Hailey City Council find that the local option tax approved in 2006 and 2009 has been beneficial to the residents of the City of Hailey and that the local option tax approved in 2006 should be extended for a twenty (20) year term with the effective date of this ordinance to begin on July 1, 2010.

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

**SECTION 1.** Section 5.32.030(E) of the Hailey Municipal Code is amended by the deletion of the stricken language, as follows:

5.32.030 Imposition of Certain Non-Property Taxes. The City hereby imposes and shall collect certain non-property taxes as follows:

(E) Fractional Portion: When the Sales Price involves a fraction of a dollar, the non-property tax shall be collected on that fractional portion of the price adding thereto the tax based upon the following bracket system:

Rental Vehicle and Hotel-Motel Occupancy Taxes (3%)

\$.01	to	\$.24	\$0.00
.25	to	.49	0.01
.50	to	.74	0.02
.75	to	.99	0.03

(Each whole dollar \$0.03)

Liquor By-The-Drink Tax (2%)

\$.01	to	\$.33	\$0.00
.34	to	.66	0.01
.67	to	.99	0.02

(Each whole dollar \$0.02)

Restaurant Food Tax (1%)

\$.01	to	\$.49	\$0.00
.50	to	.99	0.01

(Each whole dollar \$0.01)

The retailer shall calculate the tax upon the entire amount of purchases of the consumer made at a particular time subject to this ordinance, and not separately upon each item purchased. ~~The retailer may retain any amount collected under the bracket system which is in excess of the amount of tax for which he is liable to the City during the period as compensation for the work of collecting the tax.~~

**Section 2.** Section 5.32.040 of the Hailey Municipal Code is amended by the addition of the underlined language and the deletion of the stricken language, as follows:

5.32.040 Duration of Taxes. The non-property taxes authorized and collected under this ordinance are hereby imposed for a duration of ~~four (4)~~ twenty (20) years from the effective date of this ordinance.

**Section 3. SEVERABILITY CLAUSE.** If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

**Section 4. REPEALER CLAUSE.** All Ordinances or Resolutions or parts thereof in conflict herewith are hereby repealed and rescinded.

**Section 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect on July 1, 2010, and after its passage, approval and publication according to law

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
Richard L. Davis, Mayor, City of Hailey

Attest:

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

Published: Idaho Mountain Express –

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**AGENDA ITEM SUMMARY**

**DATE:** 11/09/09

**DEPARTMENT:** Legislative

**DEPT. HEAD SIGNATURE:** HD

**SUBJECT:**

Presentation by Sustain Blaine and proposed Contract for Services with Sustain Blaine for expense of \$3,000 in LOT funds for economic development services during fiscal year 2009/2010.

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Sustain Blaine has been working, since the final TIP Strategies report was issued, toward developing a structure by which the recommended strategies can be carried out. Hailey endorsed the Go Blaine! effort by Resolution a few months ago. Sustain Blaine will report on its progress and request approval of a contract for services from budgeted (and voter approved!) local option tax funding.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_ 6 \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments: \_\_\_\_\_

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**FOLLOW-UP REMARKS:**

\*

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

THIS CONTRACT FOR SERVICES (the "Agreement") is made and entered into this \_\_\_\_\_ day of November, 2009, by and between the CITY OF HAILEY, an Idaho municipal corporation ("City") and SUSTAIN BLAINE, INC, dba SUN VALLEY BUSINESS DEVELOPMENT CORPORATION, an Idaho nonprofit corporation ("Contractor").

RECITALS

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

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

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

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

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

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of the Agreement.
2. The Services. The Contractor shall provide administrative and management services reasonably necessary to support the Contractor in its efforts to support the City.

Without limitation the Contractor shall:

- a. Assist in recruiting new businesses to relocate in Hailey.
- b. Help retain and expand businesses in Hailey.
- c. Screen, assess, develop and implement business opportunities referred to Contractor.
- d. Help establish an aggressive conference and convention strategy.
- e. Work to leverage the Sun Valley "brand".
- f. Coordinate efforts to diversify tourism.
- g. Act as a clearing house for new Education Programs and Institutes.
- h. Support small business and entrepreneurs.
- i. Coordinate with the Chamber of Commerce on above.

(Collectively the "Services").

3. Consideration. City of Hailey shall pay Contractor the sum of \$3,000.00 (THREE THOUSAND) in one payment no later than December 15, 2009
4. Time of Performance. Contractor shall provide the Services in a professional and timely manner.
5. Independent Contractor. City of Hailey and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of City of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its agents and employees shall not receive nor be entitled to any employment-related benefits from City of Hailey including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that City of Hailey offers its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor, its agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify City of Hailey from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
6. Compliance with Laws/Public Records. Contractor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 et seq. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.
7. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by City of Hailey pursuant to Paragraph 2 herein above shall be in writing. Notices to City of Hailey and Contractor shall be addressed as follows:

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

CONTRACTOR:  
 Sustain Blaine, Inc  
 PO Box 4380  
 Ketchum, ID 83340

8. Non-Assignment. Contractor hereby acknowledges that City of Hailey has agreed to enter into this Agreement in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or

any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City of Hailey which may be withheld for any reason.

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

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

CITY OF HAILEY

\_\_\_\_\_  
Rick Davis, Mayor

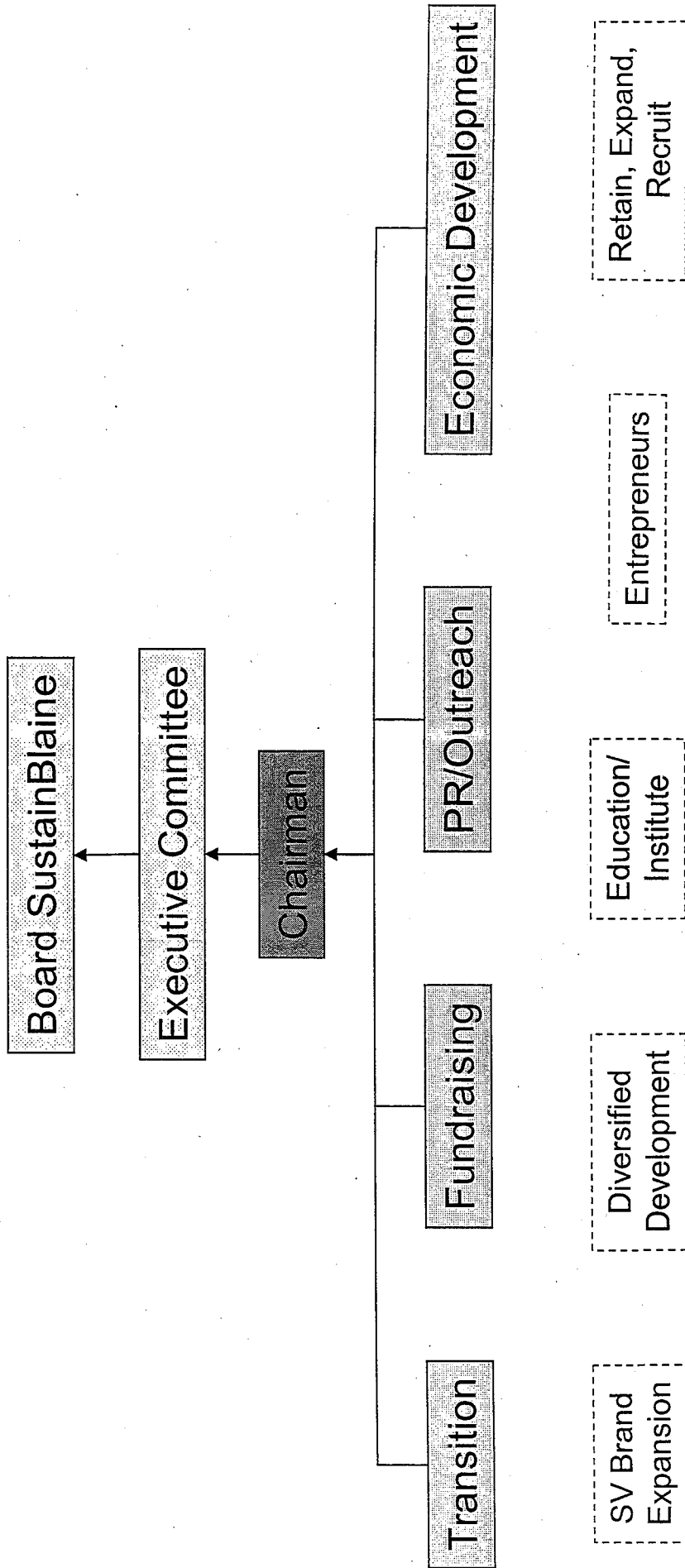
Sustain Blaine, Inc dba Sun Valley Business  
Development Corporation, an Idaho Nonprofit Corporation

By: \_\_\_\_\_  
Linda Haavik, Board of Directors

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



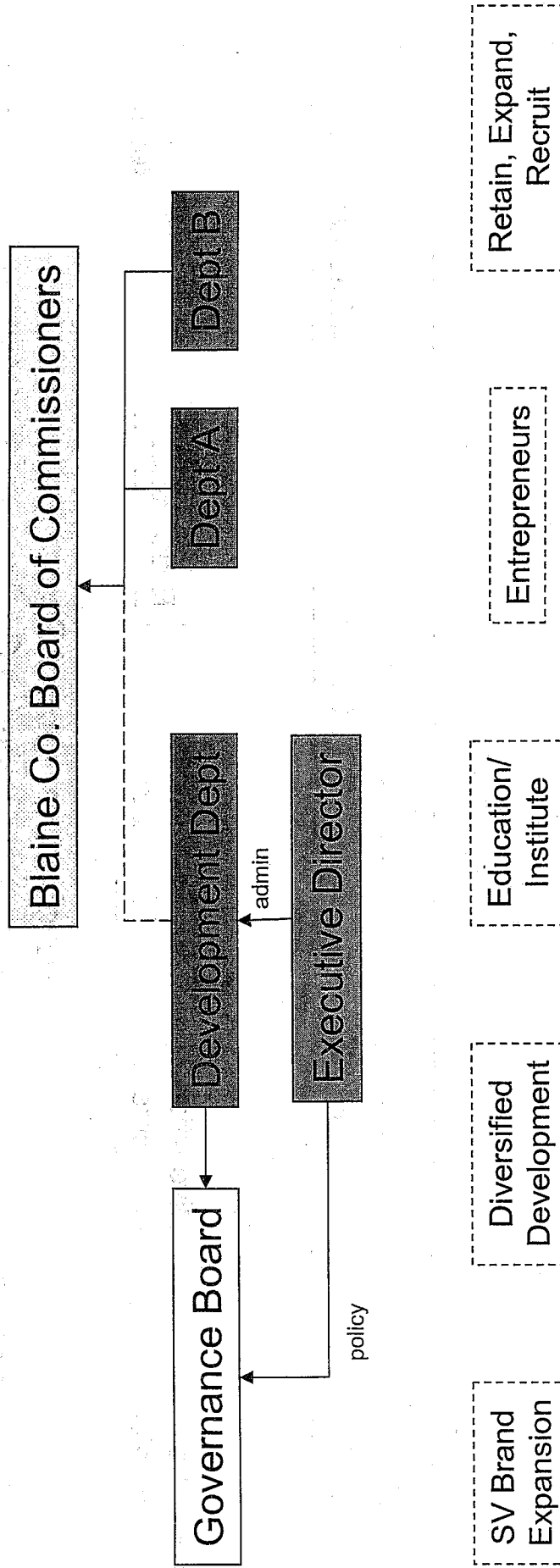
# Proposed SustainBlaine Organization



- Evolution of current SustainBlaine
- Revised Executive Committee with Working Group heads
- Project focus based on TIPS strategy
- Expanded volunteer base
- Responsible for transition into BDC
- Ultimately winds-down when BDC functional

- Governance
- Management
- ▒ Working Groups
- - - Volunteer project groups

# Proposed BDC Organization



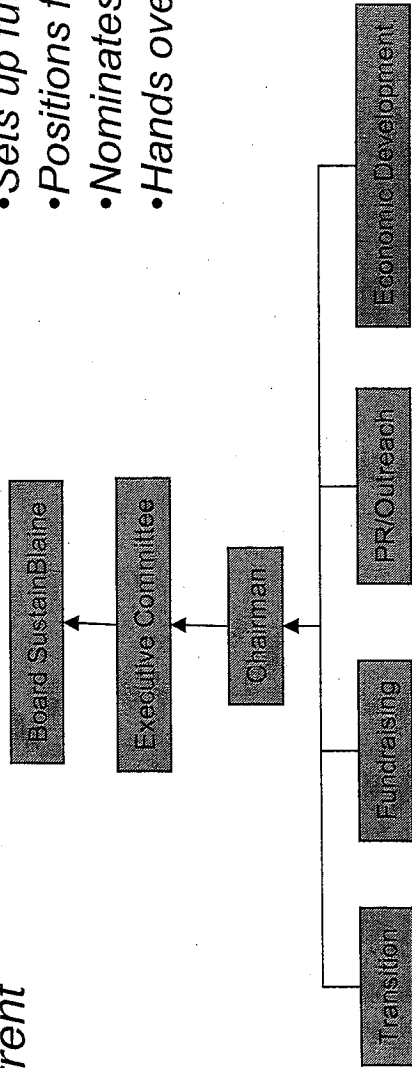
- Replaces SustainBlaine when funds available for staff
- Hosted within Blaine Co. organization
- Governed by Governance Board of 13 appointees
- Executive Director is Blaine Co. employee
- Assume projects as/when handed over

- Governance
- ▒ Management
- ▓ Departments
- - - Project groups

# SustainBlaine >> BDC Organizational Transition

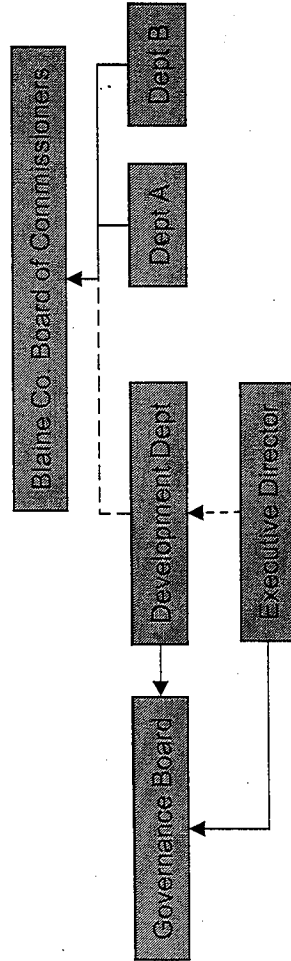
## Current

- Sets up future organizational framework
- Positions for either Model B or Model E
- Nominates Governing Board
- Hands over projects and funding to new ED



## Future

- Model B optimal if politically acceptable
- Can also use 501c3 for private funds access
- Framework can be set up in absence of funding clarity
- Takeover of projects can be gradual or immediate
- Staff buildup can be paced to match project load and funding



# BDC Governance Board - Selection & Composition

## Governance Board

- 13 members (to ensure tie-breaker)
- 1 person/1 vote
- Staggered terms (1-4 yrs)
- Provides guidance & policy
- Sets strategic priorities

## Political Appointees:

- 6 total
- 1 position each for Bellevue, Blaine, Carey, Hailey, Ketchum, Sun Valley
- Candidates serve at pleasure of respective City governments
- Initial 3 or 4 year tenure

## Business/Private Appointees:

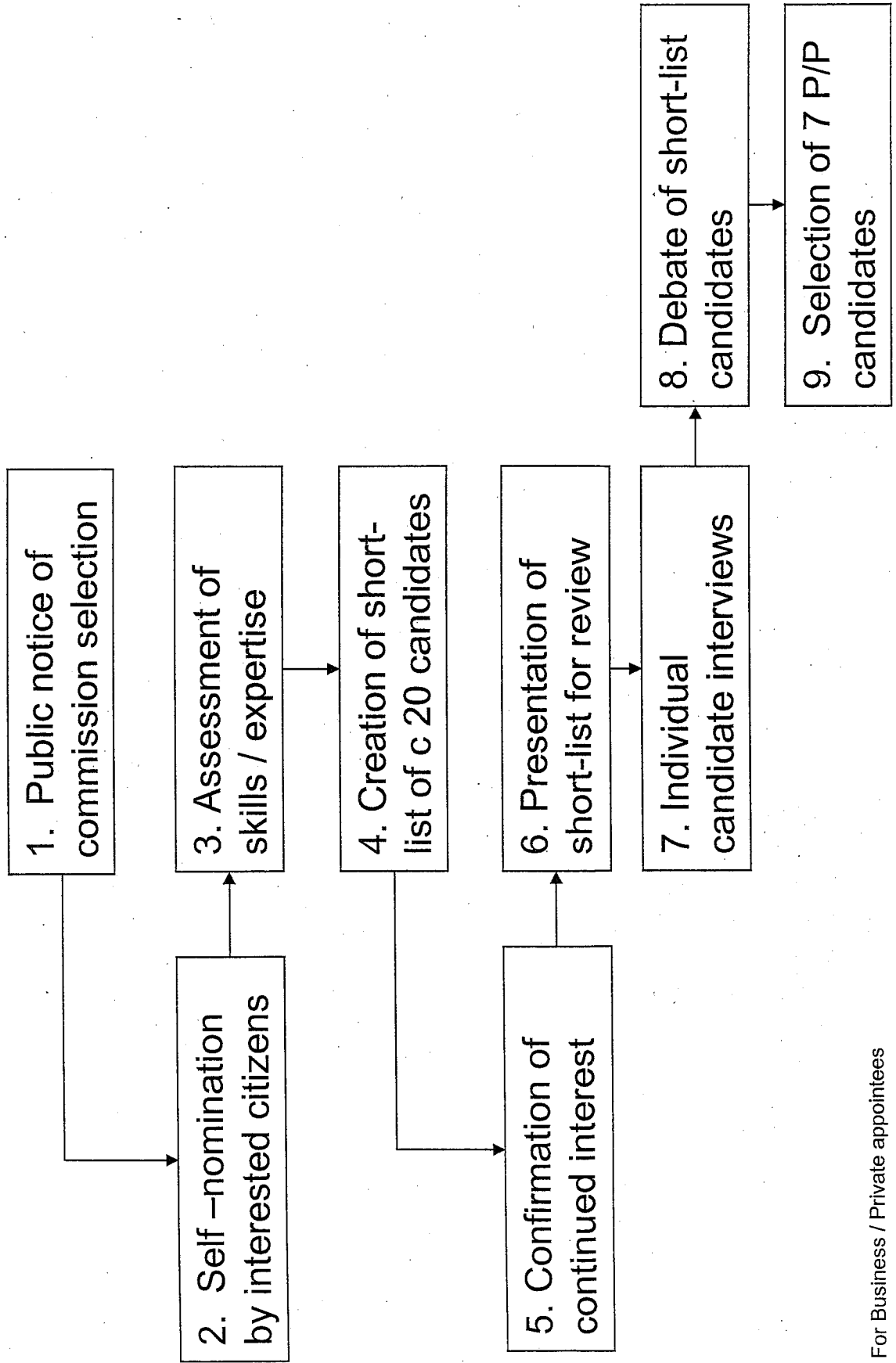
- 7 total
- Candidate list based on skills diversity
- Nominated by SustainBlaine working group
- In-person interviews as part of selection
- Appointed by SustainBlaine BOD
- Initial tenures of 1 or 2 years
- Serves until opt-out or end of tenure (not at pleasure of BCC)

# BDC Governance Board - Selection Process \*

*Citizenry*

*SB Transition WG*

*SB BoD*



\* For Business / Private appointees

# BDC Governance Board – Selection Criteria

## Functional Filter:

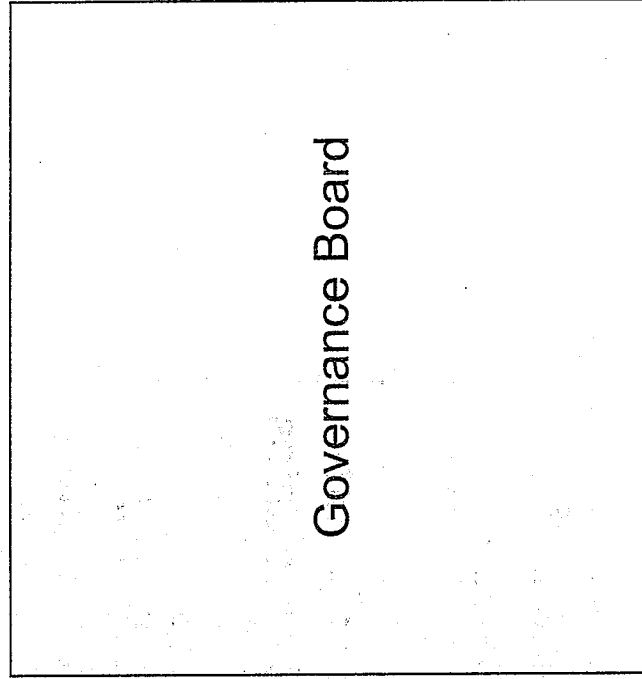
- Finance/Banking
- Accounting
- Marketing
- Administration
- Legal
- PR
- Fundraising

## Occupational Filter:

- General Management
- Business Development
- E-Ship
- Academics/Institutions
- Technology/IT
- Other?

## Political Filter:

•tbd



AGENDA ITEM SUMMARY

DATE: November 9, 2009

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: [Signature]

SUBJECT: Woodside Fire Station

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Design Review and Conditional Use Permit for the Woodside Fire Station was approved with conditions by the Planning and Zoning Commission on November 2.

As part of the process outlined for the Council on October 26, the conditions of approval are being presented to the Council for review and determination of whether the City can accept the conditions.

The Commission will review and approve the Findings of Fact and Conclusions of Law on November 16, 2009.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date \_\_\_\_\_

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

FOLLOW-UP:

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

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

**5. Retaining walls must be designed to minimize their impact on the site.**

No retaining walls are proposed.

**CONCLUSIONS OF LAW AND DECISION**

Based upon the above Findings of Fact, the Commission makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to Zoning Ordinance No. 532, Section 6A.5, was given.
2. The project is in general conformance with the Hailey Comprehensive Plan.
3. The project does not jeopardize the health, safety, or welfare of the public.
4. Upon compliance with the conditions set forth, the project conforms to the applicable specifications outlined in the Design Review Guidelines, as set forth herein, applicable requirements of the Zoning Ordinance and City Standards.
5. This Design Review approval shall expire one (1) year from the approval of these Findings of Fact, unless a building permit application has been submitted to the Building Department.
6. The project shall receive Design Review approval subject to the following conditions:
  - a) All Fire Department and Building Department requirements shall be met.
  - b) Any change in use or occupancy type from that approved at time of issuance of Building Permit may require additional improvements and/or approvals. Additional parking may also be required upon subsequent change in use, in conformance with Hailey's Zoning Ordinance at the time of the new use.
  - c) All roof projections including, but not limited to air conditioning units, all mechanical equipment and solar panels shall be shielded and architecturally screened from view from on-site parking areas, adjacent public streets and adjacent properties.
  - d) All City infrastructure requirements shall be met. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
    1. Sidewalk and drainage improvements, designed according to applicable City Standards, are required along the front property line adjacent to Woodside Blvd; this property line is 235 feet.



- e) The parking area shall comply with the following requirements:
  - a. The parking and/or loading area shall be maintain in good condition without holes and free of all dust, trash, other debris and snow.
  - b. All required parking and loading spaces, together with driveways, aisles, and other circulation areas, shall be constructed in accordance with the City Standards.
  - c. All parking, loading, or other non-permeable surface areas shall provide for on-site drainage of surface water to prevent the drainage of such water onto adjacent properties, walkways, or into the public right-of-way. Drainage provided shall be in accordance with City Standards.
  - d. The parking area adjacent to the northern property line shall be 20 feet (five additional feet) from the adjacent, northern lot.
- f) The project shall be constructed in accordance with the application or as modified by these Findings of Fact, Conclusions of Law and Decision.
- g) The Landscape Plan shall be revised with the following changes and shall be submitted to the Planning Department for approval by the Planning and Zoning Commission on the Consent Agenda prior to installation of the landscaping and the issuance of a Certificate of Occupancy:
  - 1. Additional evergreen bushes or trees, with mature heights no less than 4 feet and no more than 15 feet, shall be planted on north side of the driveway to the parking area and on the south side of the driveway to the parking area.
  - 2. The parking areas shall have no less than 10% of its surface area landscaped. The landscaping shall include deciduous trees no smaller than 2" caliper.
- h) A drip irrigation system shall be installed and maintained for each vegetated area.
- i) A pedestrian walkway shall be installed to provide a connection from the door on the south side of the building to the parking area.
- j) The door on the south side of the building shall incorporate a smaller roof form or awning, above the entry. The design of the awning or smaller roof form shall be submitted to the Planning Department prior to or concurrently with the building permit plans for review and approval by the Planning and Zoning Commission on the Consent Agenda.
- k) All exterior lighting shall comply with the Outdoor Lighting Ordinance and the 16 foot high lights shall be mounted under the shed roof above the engine bays.
- l) Except as otherwise provided, all the required improvements shall be constructed and completed, or sufficient security provided as approved by the City Attorney,

before a Certificate of Occupancy can be issued.

- m) Utilities shall be installed underground.
- n) Snow clips shall be installed adjacent to the east and west pedestrian pathways, in front of the entrance to the living quarters, and adjacent to the front entrance.
- o) This Design Review approval is for plans dated October 14, 2009. The Planning & Zoning Administrator has the authority to approve minor modifications to this project prior to, and for the duration of a valid Building Permit.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mike Pogue, Commission Vice Chair

Attest:

\_\_\_\_\_  
Becky Mead, Deputy Clerk

that the training sessions held at this location not generate a need for parking in excess of 19 spaces, to avoid parking conflicts and vehicle overflow onto Woodside Blvd.

**h) Will have vehicular approaches to the property, which shall be designed so as not to create an interference with traffic on surrounding public thoroughfares;**

There will be two different vehicular approaches at the fire station, both of which will be accessed by Woodside Blvd. One of the driveways will access the parking area and the other will access the overhead doors, which house the fire engines. The fire station is not anticipated to be a high traffic use, except during emergency responses; therefore, no interference with traffic on Woodside Blvd. is expected.

**i) Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature.**

It is not anticipated that the proposed use will affect any natural, scenic, or historic features.

### CONCLUSIONS OF LAW AND DECISION

Based upon the above Findings of Fact, the Commission makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to Section 11.3 of the Hailey Zoning Ordinance and Idaho Code Section 67-6512, was given for the public hearing.
2. The application is in accordance with the Comprehensive Plan, Sections 9.0 and 5.4.
3. Upon compliance with the conditions stated below, the application substantially meets all criteria (a) through (i) set forth in Section 11.4 of Zoning Ordinance No. 532.
4. The applicant shall receive a Conditional Use Permit, subject to the following conditions:
  - a) All Fire Department and Building Department requirements shall be met.
  - b) All exterior lighting shall comply with the Outdoor Lighting Ordinance and the 16 foot high lights, mounted above each bay door, shall be placed under the shed roof.
  - c) All roof projections including, but not limited to air conditioning units, all mechanical equipment and solar panels shall be shielded and architecturally screened from view from on-site parking areas, adjacent public streets and adjacent properties.
  - d) All City infrastructure requirements shall be met. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:

1. Sidewalk and drainage improvements, designed according to applicable City Standards, are required along the front property line adjacent to Woodside Blvd; this property line is 235 feet.
- e) The parking area shall comply with the following requirements:
1. The parking and/or loading area shall be maintained in good condition without holes and free of all dust, trash, other debris and snow.
  2. All required parking and loading spaces, together with driveways, aisles, and other circulation areas, shall be constructed in accordance with the City Standards.
  3. All parking, loading, or other non-permeable surface areas shall provide for on-site drainage of surface water to prevent the drainage of such water onto adjacent properties, walkways, or into the public right-of-way. Drainage provided shall be in accordance with City Standards.
  4. The parking area adjacent to the northern property line shall be 20 feet (five additional feet) from the adjacent, northern lot.
- f) The Landscape Plan shall be revised with the following changes and shall be submitted to the Planning Department for approval by the Planning and Zoning Commission on the Consent Agenda prior to installation of the landscaping and the issuance of a Certificate of Occupancy:
1. Additional evergreen bushes or trees, with mature heights no less than 4 feet and no more than 15 feet, shall be planted on north side of the driveway to the parking area and on the south side of the driveway to the parking area.
  2. The parking areas shall have no less than 10% of its surface area landscaped. The landscaping shall include deciduous trees no smaller than 2" caliper.
- g) A drip irrigation system shall be installed and maintained for each vegetated area.
- h) A pedestrian walkway shall be installed to provide a connection from the door on the south side of the building to the parking area.
- i) No outdoor training activities shall occur past 9:30pm at this location.
- j) The training sessions held at this location shall not generate a need for parking in excess of 19 spaces, to avoid parking conflicts and vehicle overflow onto Woodside Blvd.

All Conditional Use Permits are subject to review and revocation pursuant to Section 11.9 of the Hailey Zoning Ordinance.