



# MEMORANDUM

TO: Hailey Mayor and City Council Members

FROM: Ned C. Williamson

DATE: April 25, 2011

RE: Proposed Amended and Restated Joint Powers Agreement and resolution

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I am enclosing a redlined Amended and Restated Joint Powers Agreement which we recently received from Chair Angenie McCleary. The first revision is the deletion of Section 2.3(C). This language was initially suggested by the county and now the county would like to delete it. This language is not meaningful because it addresses what may or may not happen after the agreement is terminated. I have no objection to the deletion of this paragraph.

The second revision is the addition of language which I suggested following your last review. It occurred to me that if a new airport was not opened and if the existing airport closed after the expiration of the grant assurances, Hailey have lost title to nearly 43 acres of property which we will be deeding to the FMAA under this agreement. The county would also have the same issue for nearly 7.5 acres it will be deeding to the FMAA. Therefore, I have suggested the language in Section 4.2(D) which requires the conveyance of those properties with a right of reversion.

The third revision in Sections 7.2 and 7.3 addresses the county's desire to allow it to appoint non-elected officials on the FMAA. I have no objection to this language.

The fourth revision in Section 7.5(A) and (B) is the county's suggestion to clarify what decisions the city should be involved in. I believe the language is helpful.

The fifth revision is perhaps the most significant county revision. This draft now contains a new Section 7.5(D) which, upon the request of either party, will require both parties to develop a plan for the sale of the property at the Existing Airport. I believe this language is critical to Commissioner McCleary to move forward on this agreement. Under this provision, if the county requests a plan, we are obligated to negotiate in good faith and try to reach an agreement with criteria, but if we do not reach an agreement, I do not believe there will be a breach of the agreement. Again, I do not object to this language.

The last revision in Section 8.1 is a request by the county to specify what agreement controls if there is a conflict between this agreement and any prior MOU. Once again, I do not object to this language.

If you have any questions, please contact me.

**CITY OF HAILEY**  
**RESOLUTION NO. 2011-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED JOINT  
POWERS AGREEMENT (FRIEDMAN MEMORIAL AIRPORT AUTHORITY)**

WHEREAS, the City of Hailey desires to amend and restate a Joint Powers Agreement between the City of Hailey and Blaine County for the Friedman Memorial Airport Authority dated May 16, 1994, and subsequent amendments thereto;

WHEREAS, the City of Hailey and Blaine County have negotiated a transition and governance plan to accommodate the closure of the existing Friedman Memorial Airport and the opening of a new airport to be located outside of Hailey but within Blaine County;

WHEREAS, the transition and governance plan which accommodates the closure of the existing Friedman Memorial Airport and the opening of a new airport located outside of Hailey but within Blaine County is set forth in the attached Amended and Restated Joint Powers Agreement; and

WHEREAS, the City of Hailey and Blaine County have agreed to the terms and conditions of an Amended and Restated Joint Powers Agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the attached Amended and Restated Joint Powers Agreement and that the Mayor is authorized to execute the attached Amended and Restated Joint Powers Agreement.

Passed this \_\_\_\_\_ day of April, 2011.

City of Hailey

\_\_\_\_\_  
Richard L. Davis, Mayor

ATTEST:

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

## AMENDED AND RESTATED JOINT POWERS AGREEMENT

Friedman Memorial Airport Authority

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT ("Agreement") is made effective upon its execution between BLAINE COUNTY, a political subdivision of the State of Idaho (the "County"), and THE CITY OF HAILEY, an Idaho municipal corporation located within the County (the "City").

### RECITALS

WHEREAS, the County and the City entered into a Joint Powers Agreement dated May 16, 1994 (the "1994 Agreement") which 1994 Agreement has been amended on several occasions; and

WHEREAS, the County and the City have jointly operated and are currently jointly operating, an airport known as the Friedman Memorial Airport located within the City and County (the "Existing Airport"); and

WHEREAS, an airport is of critical importance to the economy of the County and the City, and, as pressure for use of the Existing Airport reaches the physical limits of the Existing Airport, the County and the City have, since the adoption of the Master Plan, decided to seek a replacement site for Existing Airport facilities away from urban populations rather than expanding the Existing Airport; and

WHEREAS the Existing Airport operates under a temporary operating procedure, revocable at any time and created to accommodate certain aircraft while a Replacement Airport is pursued; and, the Existing Airport cannot comply with C-III design standards without expanding the Existing Airport; and

WHEREAS, the Existing Airport cannot permanently comply with FAA design standards without significantly expanding the Existing Airport; and

WHEREAS, the County and the City have agreed not to expand the Existing Airport; and

WHEREAS, the County and the City seek the highest quality and safest airport possible within the physical limits imposed by the geography of the Existing Airport location; and

WHEREAS, Idaho Code Section 67-2328 expressly authorizes public entities to create a separate legal or administrative entity to exercise powers possessed by the public agencies creating such entity; and

WHEREAS, the County and the City have determined that it is in the best interests of the County and the City, and their inhabitants, to continue managing and operating the Existing Airport under the Authority while reconstituting the Board of the Authority during the time that the County and City are seeking a replacement site for the Existing Airport facilities; and

WHEREAS, a Replacement Airport is being planned to be located in the County and it is the intent of the parties that the Existing Airport will permanently be closed and sold when the Replacement Airport is operational; and

WHEREAS, the City and County previously agreed in a July 6, 2010 Agreement for Development of Replacement Airport and Redevelopment of Friedman Memorial Airport to transition to a restructured governing board, which will be accomplished by this Agreement; and

WHEREAS, the County and the City accordingly wish to amend their prior joint powers agreements, while restating pertinent provisions of their prior joint powers agreements;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree:

#### ARTICLE I

##### DEFINITIONS, PURPOSE, AND AUTHORITY

###### Section 1.1: DEFINITIONS

For purposes of this Agreement, the following terms shall have the following definitions:

Agreement means this Amended and Restated Joint Powers Agreement, dated as of the execution date.

Authority means the Friedman Memorial Airport Authority created under Section 3.1 of this Agreement.

Authority Board means the Board of Commissioners of the Authority, created under Section 3.2 and reconstituted under Section 7 of this Agreement.

City means the City of Hailey, Blaine County, Idaho.

City Council means the City Council of the City.

Commercial means regularly-scheduled airline activities.

County means Blaine County, Idaho.

County Commissioners means the three member Board of County Commissioners for Blaine County, Idaho.

Existing Airport means the Friedman Memorial Airport, located in the City and County.

FAA means the Federal Aviation Administration of the U.S. Department of Transportation.

Friedman Grant Property means the real property conveyed by deed recorded in Book 128, page 213, records of the County Recorder, Blaine County, Idaho, to the City by Leon Friedman, et al., for airport purposes.

Joint Decision Matter means any matter involving the exercise of one of the enumerated powers under Section 4.1 of this Agreement with respect to the Existing Airport.

Master Plan means the Friedman Memorial Airport Master Plan Update, 1991, or its successor.

Replacement Airport means the airport currently being planned to be located outside the city limits of the City and that, when operational, will replace the Existing Airport.

#### Section 1.2: PURPOSE

The purpose of this Agreement is (1) to amend and restate pertinent provisions of the 1994 Agreement creating an Authority for the management and operation of certain airport activity in the County, including the Existing Airport, (2) to eliminate safety deviations without expanding the impact of the Existing Airport on the adjacent community, (3) to implement the Master Plan, and (4) to plan for, establish and operate the Replacement Airport.

#### Section 1.3: AUTHORITY

This Agreement is entered into under the authority of Title 21, Chapter 4, and Sections 67-2326 through 67-2333, Idaho Code.

### ARTICLE II

#### DURATION, AMENDMENT, AND TERMINATION

##### Section 2.1: DURATION

The term of this Agreement shall commence May 16, 1994 and terminate on December 31, 2020, unless earlier terminated in accordance with Section 2.3 below.

##### Section 2.2: AMENDMENT

The County and the City reserve the right to amend this Agreement at any time by written agreement between the County and the City, provided, that no amendment shall violate or impair any then-existing contractual obligation relating to the Existing Airport or the Replacement Airport.

##### Section 2.3: TERMINATION

A. Before Closure of Existing Airport. The County and City reserve the right to terminate this Agreement, by mutual written agreement between the County and the City, at any time prior to its stated termination date. In the event of such termination, or upon the stated expiration hereof, any then-existing valid contractual obligations of the Authority shall become

joint obligations of the County and City, unless the obligations are assigned or transferred consistent with Section 6.1(H) hereof.

B. After Closure of Existing Airport. Following notification by FAA that the Existing Airport has been permanently closed to all air traffic, this Agreement shall be terminated 1) either ten days after the recording of a deed conveying the last parcel of Existing Airport real property to a third party, or one year after execution of an irrevocable purchase and sale agreement for the last parcel of the Existing Airport property, whichever event is earlier, or 2) by mutual written agreement between the County and the City, at any time prior to its stated termination date, whichever is sooner.

~~C. Authority's Successor. Upon termination of this Agreement, the County shall proceed to operate the Replacement Airport, as appropriate, either by assuming all the duties and obligations of the Authority, which may include appointing new members broadly representing the community at large, or, by transferring airport sponsorship to Blaine County.~~

### ARTICLE III

#### CREATION OF AIRPORT AUTHORITY

##### Section 3.1: AIRPORT AUTHORITY

There is hereby created a separate administrative entity, pursuant to Section 67-2328, Idaho Code, to be known as the Friedman Memorial Airport Authority (the "Authority"). The Authority shall be a public entity of the State of Idaho with the powers set forth in this Agreement.

##### Section 3.2: GOVERNING BOARD

Except as provided in Article VII below, the Authority shall be governed by a board of commissioners (the "Authority Board") consisting of five (5) members, to be appointed as follows: two (2) members shall be appointed by the County. Two (2) members shall be appointed by the City. The members so appointed may, but need not, be members of the governing board of the appointing entity. One (1) member shall be appointed by unanimous vote of the four thus appointed. Members shall initially be compensated at a salary of \$200 per month, and shall be reimbursed for their actual, documented expenses under such rules and procedures as the Authority Board may establish. Commencing one (1) year after the initial organization of the Authority Board, the Authority Board may annually establish the compensation for its members; provided, that the City and County, by joint action of their respective governing bodies taken within thirty (30) days after such action by the Authority Board, may veto any increase in compensation. The effect of such veto shall be to maintain the current compensation in force and effect.

##### Section 3.3: TERMS OF OFFICE

Of the members of the Authority Board appointed by the County and the City, one (1) shall be appointed to a one-year term, and one (1) shall be appointed to a two-year term, commencing on June 1st of the year of their appointment. Thereafter, members shall be

appointed to two-year terms. The member appointed by the four members of the Authority Board (the "Independent Member") shall serve a two-year term commencing on the date of appointment of the year of appointment. Any member may be removed by the entity originally appointing such member, except the Independent Member, who may be removed only by the unanimous vote of the remaining Authority Board members. Any vacancy shall be filled by the entity which originally appointed such member to fill the unexpired term.

#### Section 3.4: OFFICERS

The Authority Board shall designate one (1) of its members as Chairman, one (1) as vice-chairman, one (1) as secretary, and shall appoint a treasurer who need not be a member of the Authority Board, any of whom may be removed in the manner provided in the bylaws of the Authority Board. The Authority Board may appoint other officers as it deems necessary.

#### Section 3.5: BYLAWS, MEETINGS

The Authority Board shall adopt bylaws for its own operation and shall establish such regular meeting dates (which shall not be less frequent than monthly) and times as it shall deem necessary. Except as provided in Article VII, below, any four (4) members of the Authority Board shall constitute a quorum, and a majority of the quorum present shall be sufficient to take any action. Regular and special meetings of the Authority Board shall be conducted in compliance with Sections 67-2340 through 67-2347, Idaho Code.

### ARTICLE IV

#### POWERS OF THE AUTHORITY

##### Section 4.1: POWERS

In addition to any other powers set forth in this Agreement, the Authority Board of the Authority shall have and may exercise the following powers in the name of the Authority with respect to the Existing Airport and the Replacement Airport:

1. To sue and be sued in its own name.
2. To adopt an official seal and alter the same at pleasure.
3. To authorize any action by motion, resolution, or other official action.
4. To promulgate and adopt all necessary rules and regulations for the management and control of airport property including, but not limited to, landing and takeoff areas (including runways and landing strips for aircraft); taxiway areas for aircraft; passenger and cargo ramp areas and facilities; aircraft parking areas and facilities; facilities for the purpose of controlling or assisting landings, takeoffs, and other movements of aircraft using the airport, including, without limitation, control towers, flood lights, landing lights, beacons, signals, radio aids, and other conveniences and aids to operation, navigation, or ground control of aircraft; automobile parking; airport terminal; aircraft tie-downs and hangars; hours and days of operation and all

rules and regulations necessary for the safe, effective, and efficient operation of all airport facilities.

5. To order, direct, superintend, and manage all repairs, alterations, and improvements.

6. To lease land from the County and the City and to acquire, construct, or lease buildings, structures, facilities, and equipment as it may deem necessary to fulfill its duties. Such lease arrangements are not to exceed ten dollars (\$10) per year. Real and personal property shall be conveyed or disposed in conformance with Paragraphs 4.2(D), and (E) of this Agreement.

7. To acquire in the name of the Authority, by gift or purchase, or by lease, such personal property as it may deem necessary in connection with the improvement, extension, enlargement, or operation of airport facilities, and to sell, convey, lease, or dispose of any personal property, in accordance with the statutory requirements applicable to counties, upon such terms and conditions and for such consideration as the Authority Board deems appropriate.

8. To enter into contracts and agreements, cooperative and otherwise, affecting the affairs of the airport, the state and any of its agencies or instrumentalities, any corporation or person, public or private, any municipality, and any political or governmental subdivision, within or without the state, and to cooperate with any one (1) or more of them in acquiring, constructing, operating, or maintaining the airport.

9. To receive moneys and property from the County or the City and to receive gifts, grants, and donations of money or property from any person or entity, to expend or utilize the same for the purposes of the Authority, to deposit moneys in accordance with the public depository laws of the state, and to invest moneys of the Authority in investments permitted under Sections 67-1210 and 67-1210A, Idaho Code.

10. To borrow money and incur indebtedness, not exceeding the budgeted revenues and expenses for the then-current fiscal year of the Authority, and not exceeding any Constitutional limitations or limitations of state law, and to evidence the same by notes, warrants, or other evidence of indebtedness.

11. To manage, control and supervise all the business and affairs of the airport.

12. To hire an airport manager and necessary employees, who shall serve at the pleasure of the Authority Board. Compensation for the airport manager shall be fixed annually by the Board during the normal budget process.

13. To retain and compensate agents, engineers, and consultants.

14. To retain or employ regular legal counsel, and to retain such special legal counsel as may be deemed necessary.

15. To fix, periodically increase or decrease, and collect rates, fees, tolls, or charges for the use or availability of the facilities of the airport.

16. To maintain civil actions for the abatement of any violation of any of the Authority's rules, regulations, or standards.

17. To insure airport property and to enter into contracts for insurance, including, but not limited to, liability insurance.

18. To maintain and administer recordkeeping and management functions.

19. To exercise all or any part or combination of the powers set forth in this Agreement, and to do all things necessary or incidental to the proper operation of this Agreement.

20. Except as provided in Section 7.5, to take such actions as necessary to plan, secure approvals for, construct and operate the Replacement Airport on a site outside the city limits of the City and to remediate and dispose of the site of the Existing Airport.

#### Section 4.2: LIMITATIONS ON POWERS

A. Nothing in the foregoing enumerations of powers shall be construed as authorizing the Authority Board (1) to create any legal, contractual, fiscal, or tort obligation binding upon the County or the City, or (2) to incur any indebtedness or liability in excess of the limits or authority provided by state law and the state Constitution.

B. The Authority shall have no power to levy or cause to be levied any taxes or to require the County or the City to levy any taxes.

C. The operation of the Existing Airport by the Authority shall be subject to existing leases, rights, contracts, assurances, and privileges heretofore granted by the City and County.

D. All land owned by the County or the City (except the Friedman Grant Property), or by the County and City jointly, and devoted to use for the Existing Airport as of the date of this Agreement (as depicted on attached Exhibit A), shall be conveyed to the Authority for the use and benefit of the Existing Airport, as well as the construction and funding of the Replacement Airport. Any land owned solely by the County or the City shall be conveyed to the Authority in accordance with this Section 4.2(D) with a reversionary right allowing title of the land to revert to the County (in the case of County land) or the City (in the case of City land) upon i) the Conclusion of Planning as described in Section 7.7(A) of this Agreement, and ii) expiration of any grant assurances requiring continued aviation operations at the Existing Airport. Any land hereafter acquired for Existing Airport purposes shall, to the extent consistent with FAA regulations, be acquired by, and title thereto shall be held in the name of, the Authority. Land for the Replacement Airport shall be acquired in the name of the Authority. The Authority may convey or dispose of land at both Existing Airport and/or the Replacement Airport in a manner that facilitates the permanent closure of the Existing Airport, as well as the construction and funding of the Replacement Airport.

E. All buildings, improvements, facilities, equipment, and personal property now in use on the Existing Airport shall be conveyed by the County and the City to the Authority for the use and benefit of the Existing Airport, and the title thereto shall be held by the Authority. The Authority may convey or dispose of all buildings, improvements, facilities, equipment, and

personal property at both the Existing Airport and/or the Replacement Airport in a manner that facilitates the permanent closure of the Existing Airport, as well as the construction and funding of the Replacement Airport.

F. In addition to the foregoing limitations, the Authority shall be bound and limited by the covenants and restrictions set forth in Article VI of this Agreement and the limitations set forth in Article VII of this Agreement.

## ARTICLE V

### FINANCE AND BUDGET

#### Section 5.1: ANNUAL BUDGET

The fiscal year of the Authority shall commence on October 1 of each year and shall end on September 30 of the following year. The Authority Board shall prepare a preliminary annual budget for each fiscal year, showing the anticipated revenues and expenditures, which budget shall be adopted as set forth hereinafter. If the preliminary budget provides for a revenue request from the County or the City, the preliminary budget shall be certified to the County or the City prior to the publication of the preliminary budget of the County and the City. Nothing herein shall be construed as obligating the County or the City to grant such revenue request.

On or before the first Tuesday in August, annually, there shall be held at a time and place determined by the Board a meeting and public hearing upon the proposed budget of the Authority. Notice of the meeting and public hearing shall be published in a newspaper of general circulation in the County in one (1) issue thereof. The place, hour, and day of such hearing shall be specified in said notice, as well as the place where such budget may be examined prior to such hearing. A summary of such proposed budget shall be published with and as a part of the publication of such notice of hearing in substantially the form required in section 31-1604, Idaho Code. On or before August 15 of each year, a budget for the Authority shall be approved by the Authority Board.

#### Section 5.2: AIRPORT FUNDS

The Authority shall establish such fund or funds for the deposit and expenditure of airport moneys as it deems necessary or appropriate, consistent with generally accepted municipal accounting practices, and shall provide for the manner of expenditure of funds. All moneys held in airport funds by the County or the City shall be transferred to the funds of the Authority. The Authority Board shall require the annual audit of all airport funds by an independent auditor and shall provide copies of each annual audit to the County and the City.

## ARTICLE VI

### COVENANTS AND RESTRICTIONS

Section 6.1: The Authority shall comply with the following covenants and restrictions regarding operation of the Existing Airport. All capitalized terms shall have the meanings assigned thereto in the Master Plan, except as otherwise defined in this Agreement. The

covenants and restrictions concerning airport operations shall not apply to the Replacement Airport.

A. There shall be no expansion of the land base of the Existing Airport beyond what has been established by the Master Plan.

B. Commercial airline activity shall be permitted to remain at current levels and increases in the number and frequency of such flights shall be accommodated within the other limitations contained herein and as delineated by the Master Plan.

C. Aviation activities (as defined in the Master Plan) will be requested to observe a curfew between 11:00 P.M. and 6:00 A.M. Additional restrictions to operations, based on Part 150, City ordinances, and airport planning activities initiated prior to promulgation of Part 161, may be imposed on decibels and hours of operation.

D. The number of tie-downs available for locally based tiedowns shall be a minimum of 66, at Master Plan completion, provided that the current number of transient tie-downs shall not be reduced.

E. The Design Aircraft Classification shall remain the equivalent of a B III level or its successor aircraft (as such terms are defined in the Master Plan).

F. To the extent possible, consistent with FAA regulations, landings from, or take-offs to, the north shall be restricted.

G. The Authority shall obtain and maintain property damage and comprehensive liability insurance in amounts sufficient to protect the airport property and to insure the County, the City, and the airport against tort and other damage claims. The amount of insurance shall be subject to approval annually by the County and the City, which approval shall not unreasonably be withheld.

H. No later than January 1, 2012, the Authority, in cooperation with the City and the County, will take actions as appropriate to secure approval from the Federal Aviation Administration for the transfer to the Authority of any grant assurance obligations to the Federal Aviation Administration incurred by the City and by the County in connection with the operation and development of the Existing Airport. As part of such transfer of obligations, the Authority agrees to accept the City's and the County's existing grant obligations with regard to the Existing Airport. In addition, the Authority agrees to accept the future grant assurance obligations with regard to the Replacement Airport. The Authority, City and County agree that as part of the acceptance by the Authority of any past or future grant assurances, the City and the County will to the extent allowed by law be released from any and all of their obligations associated with the grant assurances.

I. The Authority, City and the County shall sell their real property interests in the Existing Airport site in a manner that ensures that an airport cannot continue to operate on the Existing Airport site as a non-conforming use after the opening of the Replacement Airport, and will file appropriate affidavits of withdrawn use in a manner consistent with Idaho Code § 67-6538, and commit to convey title to the real and personal property at the Existing Airport to be

held by the Authority as described in Sections 4.2(D) and (E) in an orderly and expeditious manner to facilitate financing of the Replacement Airport.

## ARTICLE VII

### POWERS AND OPERATION DURING PLANNING FOR A REPLACEMENT AIRPORT

#### Section 7.1 PLANNING PERIOD

Notwithstanding anything to the contrary in this Agreement, this Article VII shall apply from the date of execution of this Agreement until the Conclusion of Planning, as defined in Section 7.7.

#### Section 7.2 GOVERNING BOARD; VOTING

Except as otherwise provided herein, the Authority Board shall be reconstituted to consist of the following members: the three (3) ~~members to be appointed by the~~ County Commissioners of the County; three (3) members to be appointed by the City Council; and one (1) member to be appointed by unanimous vote of the other six (6) Authority Board members (the "Independent Member"). ~~Following notification by FAA that the Existing Airport has been permanently closed to all air traffic, the County may, in its sole discretion, appoint Authority Board members who are not County Commissioners. The three County members shall be voting members.~~

#### Section 7.3 TERMS OF OFFICE

~~The members of the Authority Board that are County Commissioners shall serve during the period that they are serving as County Commissioners.~~ The members of the Authority Board that are appointed by the City Council or the County Commissioners shall serve for such period as may be determined by the City Council or the County Commissioners, as the case may be, from time to time. The Independent Member shall serve a two-year term commencing on January 1 of the year of appointment. Any member may be removed, and any vacancy filled, by the entity originally appointing such member, except the Independent Member, who may be removed only by the unanimous vote of the remaining Authority Board members.

#### Section 7.4 QUORUM/PARTICIPATION

A. Quorum. A quorum for all decisions to conduct business, except for Joint Decision Matters, shall consist of at least two (2) County members of the Authority Board. For Joint Decision Matters described in Sections 7.5(A), 7.5(B)(1) and 7.5(B)(2), a quorum shall consist of least two (2) City members of the Authority Board and at least two (2) County members of the Authority Board.

B. Participation. Except as otherwise provided herein, any member in attendance at a meeting, regardless of their voting status, shall be entitled to participate fully in the discussions and deliberations of any matter that comes before the Authority Board. Following notification by FAA that the Existing Airport has been permanently closed to all air traffic, the City members and the Independent Member of the Authority Board shall not be entitled to participate as an

Authority Board member in the discussions and deliberations of any matter that comes before the Authority Board except for decisions described in Sections 7.5(B)(1) and (2).

Section 7.5 DELIBERATIONS AND DECISIONS

A. Before Closure of Existing Airport. Before notification by FAA that the Existing Airport has been permanently closed to all air traffic, all members of the Authority Board shall be entitled to deliberate, make decisions and exercise all powers with respect the Existing Airport, as a Joint Decision Matter, but only the County members of the Authority Board shall be entitled to deliberate, make decisions and exercise all powers with respect to the Replacement Airport for all other matters which come before the Authority Board. To the greatest extent possible, the Authority Chair and Authority staff shall work cooperatively to delineate and separate matters pertaining to the Existing Airport from those involving the Replacement Airport.

B. After Closure of Existing Airport. Following notification by FAA that the Existing Airport has been permanently closed to all air traffic, only the County members of the Authority Board shall be entitled to deliberate and make decisions with respect to any matter that comes before the Authority Board, except for the following Joint Decision Matters, in which case all members of the Authority Board shall be entitled to deliberate and make a decision:

1. A decision to sell or enter into a contract to sell any real estate on the Existing Airport and all decisions incidental thereto consistent with section 6.1(I) and the need for expeditious action to fulfill the purposes of Section 6.1(I); and
2. A decision to authorize funding for, or implementation of, environmental remediation at the Existing Airport site.

To the greatest extent possible, the Authority Chair and Authority staff shall work cooperatively to delineate and separate the matters set forth in (1) and (2) above from all other matters coming before the Authority Board. For purposes of making any Authority decisions except those listed (1) and (2) above, the Board/County Commissioners may reconstitute the Authority Board as it sees fit.

C. Pursuant to the July 6, 2010 Agreement for Development of Replacement Airport and Redevelopment of Friedman Memorial Airport, the City has primary responsibility for (i) addressing land ownership issues and developing the strategy for redeveloping the Existing Airport site as a unified redevelopment effort; (ii) negotiating with the Friedman family interests; (iii) public outreach to develop a master plan for redevelopment of the Existing Airport site; (iv) preparing a master plan for redevelopment; (v) issuing all of the permits and City authorizations necessary to comply with the City's development regulations for redevelopment of the Existing Airport; and (vi) implementing the master plan and determining the phasing and timing of the development.

D. Prior to closure of the Existing Airport, either party may require joint request negotiation, development, and execution of a joint plan setting forth criteria for the sale of real estate on the Existing Airport site. Such criteria shall insure that the real estate is sold in a

manner that optimizes revenue potential for funding of the Replacement Airport while remaining sensitive to the planning needs of the City.

#### Section 7.6 MATTERS REQUIRING JOINT DECISION

In the event the Authority Board wishes to consider a resolution, motion or other action that is a Joint Decision Matter described in Sections 7.5(A), 7.5(B)(1) and 7.5(B)(2), the agenda for the meeting at which the matter is to be considered shall so indicate. All Authority Board members in attendance shall be entitled to vote on such a Joint Decision Matter. Any such Joint Decision Matter can be approved only by a majority consisting of at least two (2) City members of the Authority Board and at least two (2) County Commissioner members of the Authority Board.

#### Section 7.7 CONCLUSION OF PLANNING

This Article VII shall be deemed to have been rescinded upon the Conclusion of Planning which is defined as the first of the following events:

- A. Ten (10) days after the Authority Board has voted to terminate all efforts to relocate the Existing Airport to a new site. Such a determination will not be treated as a Joint Decision Matter.
- B. Upon mutual consent of the City and the County.

If this Article VII is rescinded pursuant to this Section, membership on and procedure for the Authority Board shall revert to that described in Article III.

### ARTICLE VIII

#### MISCELLANEOUS

##### Section 8.1: TERMINATION OF PRIOR AGREEMENTS

All prior joint powers agreements relating to the joint operation of the Existing Airport are hereby terminated and superseded by this Agreement. Nothing herein shall be construed as impairing any existing contract obligations, all of which obligations shall continue in force and effect in accordance with their terms as obligations of the Authority. In the event of a conflict between this Agreement and any prior Memorandum of Understanding or other Agreement between the parties, the stated and agreed upon provisions of this Agreement shall control.

##### Section 8.2: ENFORCEMENT OF RULES AND REGULATIONS

In addition to the Authority Board's powers to enforce Existing Airport rules and regulations by civil action, the City may, by ordinance, provide that the violation of any such rule or regulation shall be a misdemeanor and may provide for the enforcement of the same.

##### Section 8.3: INVALIDITY

If any section of this Agreement is declared invalid by a court of competent jurisdiction, or if the FAA refuses to honor this Agreement or any portion thereof, either party may terminate this Agreement within 60 days of such declaration of invalidity by written notice to the other party.

Section 8.4: EFFECTIVE DATE

The Agreement shall be in full force and effect from and after the date on which the last party executes this Agreement.

BLAINE COUNTY, IDAHO

By \_\_\_\_\_  
Angenie McCleary, Chairman

\_\_\_\_\_  
Tom Bowman, Commissioner

\_\_\_\_\_  
Lawrence Schoen, Commissioner

BLAINE COUNTY CLERK

By: \_\_\_\_\_  
Jolynn Drage

CITY OF HAILEY  
Blaine County, Idaho

By \_\_\_\_\_  
Richard L. Davis, Mayor

ATTEST:

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

Approved By:

AUTHORITY

By \_\_\_\_\_  
Tom Bowman, Chairman

## STAFF REPORT

**TO:** Hailey City Council  
**FROM:** Beth Robrahn   
**RE:** Zoning Ordinance Amendment – Section 8.2.7 (sign materials)  
**HEARING:** April 25, 2011

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**Note:** Staff analysis is in lighter type

### Notice

Notice for the public hearing on April 11, 2011 was published in the Idaho Mountain Express and mailed to public agencies and area media on March 23, 2011. The public hearing was continued by Council on the record on April 11, 2011 to April 25, 2011

### Proposal

Amendments to Section 8.2.7 of the Zoning Code are proposed by the City. These amendments would create sign material standards. Refer to the attached page for the actual proposed language.

### Procedural History

The Planning and Zoning Commission held a public hearing on September 20, 2010 and recommended the proposed amendment be approved by City Council. Minutes from the Commission's public hearing are attached.

The impetus for the amendments is to ensure that permanent signs are made of materials that will weather better than less durable materials. There is an increasing number of sign permits submitted for signs made of material such as plastic, cardboard, vinyl, and cloth. Signs made of these materials give the impression that the business is temporary and become degraded much faster and need maintenance more frequently than do signs made of sturdy, durable, quality materials, such as wood and metal. While it is recognized that certain materials may be less expensive for the business owner, an aesthetic that connotes longevity for Downtown and other business areas will create a better business climate and public realm.

### Department Comments

none

**Standards of Evaluation**

**14.6 When evaluating any proposed amendment under this Article, the Hearing Examiner or Commission and Council shall make findings of fact on the following criteria:**

**a. The proposed amendment is in accordance with the Comprehensive Plan;**

The Council should consider how the proposed amendments relate to the various goals of the Comprehensive Plan (listed below for reference). One goal has been identified as being the most applicable to this amendment:

**11.1 Establish a built environment that maintains a human scale, retains interest, aesthetics, encourages various levels of interaction among all members of the community, and enhances the character of different neighborhoods.**

The stated purpose of Article 8.2 is to;

1. Protect the public health, safety, and welfare of persons within the community.
2. Aid in the development and promotion of business and industry.
3. Encourage aesthetic creativity, effectiveness and flexibility in the design of such devices without creating detriment to the general public.
4. Reduce hazardous situations, confusion and visual clutter caused by proliferation, improper placement or illumination, and/or bulk of Signs which compete for the attention of pedestrian and vehicular traffic.

There is an increasing number of sign permits submitted for signs made of material such as plastic, cardboard, vinyl, and cloth. Signs made of these materials give the impression that the business is temporary and become degraded much faster and need maintenance more frequently than do signs made of sturdy, durable, quality materials, such as wood and metal. While it is recognized that certain materials may be less expensive for the business owner, an aesthetic that connotes longevity for Downtown and other business areas will create a better business climate and public realm. The Council should consider whether the proposed amendment will improve the implementation of the stated purpose of Article 8.2.

Comp Plan Goals (2010)
1.1 Preserve, protect and restore natural resources including waterways, floodplains, wetlands, soil, community forest, native vegetation, green space and wildlife habitat and migration corridors for the benefit of the City and its residents.
1.2 Efficiently use and conserve resources.
1.3 Promote renewable energy production
1.4 Promote energy conservation
1.5 Promote air quality protection
2.1 Reduce the potential threat to loss of life, limb or property and minimize public expenditures due to natural and man-made hazards.
3.1 Assure the protection and preservation of Special Sites, Areas and Features to maintain a strong community identity for future generations
3.2 Protect the residential character of the original Townsite.
4.1 Create and maintain an interconnected system of parks, recreational facilities, trails, green spaces and natural lands in order to provide diverse recreation opportunities for Hailey residents within ¼ mile to ½ mile of the greatest number of residents.
5.1 Retain a compact City comprised a central downtown with surrounding diverse neighborhoods, areas and characteristics as depicted in the Land Use Map:
a. Main Street Corridor – area of high density commercial, mixed use and residential development.
b. Downtown - the historic commercial center containing the greatest concentration of commercial, cultural and civic activity. Downtown is the priority area for encouraging higher density commercial and mixed use (commercial and residential) development.
c. Community Activity Areas – located at the north and south ends of the Main Street Corridor. High density residential is encouraged. Commercial and mixed use (commercial and residential) development is appropriate, but should be subordinate and secondary to the infill of Downtown.
d. High Density Residential – high density residential infill is encouraged in the area along Main Street and River Street between Downtown and the north and south ends of Main Street.
e. Residential Buffer – medium density residential, providing a buffer between lower density residential neighborhoods to the east and west and the Main Street District.
f. Traditional Residential – Density varies depending on the qualities of different neighborhoods, generally density is higher within a ¼ mile of Downtown, Community Activity Areas or Neighborhood Service Centers and connected by transit service.
g. Neighborhood Service Centers – Small commercial areas serving residents within walking distance (¼ to ½ mile) where commercial use is subordinate to residential uses and to Downtown or Community Activity Areas.
h. Light Industrial – Areas containing uses important to a variety of business sectors that focus on the production of products and services that are less compatible with, and do not compete with, uses in Downtown and the Community Activity Areas.
i. Airport Site Redevelopment – a diversity and integration of uses and community assets that complement and support Downtown and are connected within and to existing neighborhoods.
j. Community Gateways – areas where one has a sense of arrival or sense of being within a part of town distinguished from others providing opportunities for special design considerations.

5.2	Maintain Downtown as the area containing the greatest concentration of commercial, cultural and civic activity and as the priority area for encouraging higher density commercial and mixed use (commercial and residential) development.
5.3	Continue cooperation with the Blaine County and the Friedman Memorial Airport Authority in regional planning efforts to optimally relocate the airport and plan for the long term redevelopment of the site within the city limits to ensure that changes in land use are beneficial to the community of Hailey.
5.4	Protect open space within and surrounding Hailey, including visible ridgelines, undeveloped hillsides and agricultural areas which help define the unique character of Hailey.
5.5	Lessen dependency on the automobile.
5.6	Manage and accommodate population growth by infill development and, when appropriate, minimal expansion by annexation and/or density increases.
5.7	Encourage development at the densities allowed in the Zoning Code.
6.1	Encourage a diversity of economic development opportunities within Hailey
6.2	Encourage abundant, competitive and career-oriented opportunities for young workers.
7.1	Encourage a variety of projects and programs that meet the needs generated by various segments of the population, especially the needs of those who risk suffering effects of discrimination or are socially or economically disadvantaged.
7.2	Encourage projects and programs that seek to provide opportunities for cultural, cross-cultural and educational enrichment.
8.1	Encourage development that provides opportunities for home ownership and rental homes for individuals and families of all socio-economic levels.
9.1	Plan for the long-term utilities, service and facility needs of the City while minimizing impacts to the greatest extent possible.
10.1.	Create and maintain a pedestrian and bicycle-friendly community that provides a safe, convenient and efficient multi-modal transportation system for all Hailey residents.
11.1	Establish a built environment that maintains a human scale, retains interest, aesthetics, encourages various levels of interaction among all members of the community, and enhances the character of different neighborhoods.
12.1	Evaluate whether proposed regulatory or administrative actions may result in an unconstitutional taking of private property.
13.1	Encourage and facilitate the development of school facilities that are planned consistently with the city's other land use policies.
13.2	Ensure the provision of safe, adequate, convenient multi-modal transportation access to all existing and future school sites.

- b. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;**

There is no anticipated additional cost or compromise to public facilities and services.

- c. The proposed uses are compatible with the surrounding area; and**

The proposed amendments would not affect uses. This criterion is not applicable to Sign Ordinance amendments.

- d. The proposed amendment will promote the public health, safety and general welfare.**

It is not anticipated that the proposed amendment will affect the public health, safety and general welfare.

### Summary

The Council is required to hold a public hearing and determine whether the proposed amendments are in accordance with the applicable standards of evaluation. If the proposed change is approved, the Council is required to pass an ordinance making said amendment part of Hailey Zoning Ordinance #532. The draft ordinance is attached.

### Motion Language

#### Approval:

Motion to approve the proposed amendments to Section 8.2.7, finding that the amendments pertaining to sign materials are in accordance with the Comprehensive Plan, that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety and general welfare and adopt Ordinance \_\_\_\_ and authorize the mayor to conduct the first reading by title only.

#### Denial:

Motion to deny \_\_\_\_\_ the proposed amendments to Section 8.2.7 pertaining to sign materials, finding that \_\_\_\_\_ [the Council should cite which standards are not met and provided the reason why each identified standard is not met].

#### Continuation:

Motion to continue the public hearing upon the proposed amendment to Section 8.2.7 pertaining to sign materials to \_\_\_\_\_ [the Council should specify a date].

#### Table:

Motion to table the proposed amendment to Section 8.2.7 pertaining to sign materials.

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

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY'S ZONING ORDINANCE, ORDINANCE NO. 532, BY AMENDING SECTION 8.2.7, DESIGN GUIDELINES AND STANDARDS, TO CREATE SIGN MATERIAL STANDARDS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has found that the following amendment to the Hailey Zoning Ordinance conforms to the Hailey Comprehensive Plan;

WHEREAS, essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;

WHEREAS, the uses are compatible with the surrounding area; and

WHEREAS, the amendment will promote the public health, safety and general welfare.

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

Section 1. Section 8.2.7 of the Hailey Zoning Ordinance No. 532, is hereby amended with the addition of the underlined language as follows:

8.2.7 Design Guidelines and Standards.

A. The following guidelines are suggested ways to increase the effectiveness of Signs placed within the City.

1. Projecting Signs are preferred over Portable or sandwich board Signs. Projecting Signs generally are more effective for increasing visibility to both pedestrians and motorist.

2. Sign materials and colors should compliment the building façade. Basic and simple color applications are encouraged.

3. The color of letters and symbols should contrast with the base or background color of the sign to maximize readability.

4. In multi-unit buildings, a Directory Sign with the names and suite numbers of all Units without individual street level entrances are encouraged to be provided at the shared entrance to those Units.

B. Except as otherwise provided herein, the following design standard addressing Sign material shall be met.

1. Signs which are attached or imprinted on a flexible surface that deforms



Easy-to-read fonts should be used and hard to read fonts should be avoided.



under light pressure and that is typically constructed of non-durable materials, including, but not limited to cardboard, cloth, vinyl, and plastic are prohibited.

a. A Temporary Sign may be constructed of such material.

Section 2. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 3. Repealer Clause. All City of Hailey ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after the required three (3) readings, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY  
THE MAYOR THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

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

Attest:

\_\_\_\_\_  
Mary Cone, City Clerk, City of Hailey

Commissioner Moore moved to recommend to the City Council approval of the proposed amendments to Section 4.10, finding that the amendments are in accordance with the Comprehensive Plan, essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services; the proposed uses are compatible with the surrounding area; and the proposed amendment will promote the public health, safety and general welfare. Commissioner Johnstone seconded, the motion passed unanimously.

 **Public hearing upon a city initiated text amendment to Article 8.2, Signs of the Hailey Zoning Ordinance No. 532. The amendments would address the use of vinyl type material.**

Planner Platt said currently there are no standards for sign materials. She said they want to make sure that permitted signs are made with durable materials. They also wanted to give the business owner the opportunity to display temporary signage with less durable materials.

Commissioner Lloyd asked whether plastic signs are not being referred to. Commissioner Pogue asked if all plastic signs are being outlawed. Platt stated they did not want to see something that was not durable to be permitted.

Commissioner Moore made a graphical correction on the ordinance page, B. and suggested changing addresses to addressing. Commissioner Pogue concurred.

#### **Public Hearing Opened**

Tony Evans wondered what specifically a vinyl sign was.

#### **Public Hearing Closed**

Planner Platt gave the banner Open Now sign at the new restaurant on the corner of Main and Croy as an example of a vinyl sign.

Commissioner Pogue stated it is a temporary sign. Evans asked how long is temporary. Director Robrahn stated not more than 72 hours and no more than 4 times a year.

Commissioner Moore asked about campaign signs and realtor signs. Director Robrahn stated most of those signs are less than 4 sq ft which are not required to be permitted.

Commissioner Moore moved to recommend to the City Council approval of the proposed amendments to Section 8.2.7, finding that the amendments are in accordance with the Comprehensive Plan, essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services; the proposed uses are compatible with the surrounding area; and the proposed amendment will promote the public health, safety and general welfare. Commissioner Johnstone seconded, the motion passed unanimously.