

AGENDA ITEM SUMMARY

DATE: 5/24/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing redlined and clean versions of the Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport. On April 26, 2010, I forwarded a version of the agreement which Hailey found acceptable. Before Hailey approved the agreement, the county commissioners reviewed the agreement twice. On May 4, 2010, I received a call from the Airport Manager who gave me the acreage for the property and asked for the insertion of a comma. I made those changes and forward the slightly revised agreement to the county on May 4, 2010. On May 19, 2010, I received yet another revised agreement from the county. That agreement did not show the revisions. So, I went through the entire document and redlined their changes. That redlined document is included and has the title "Draft (5-19-10) Approved by BCC-Redlined by City." I have been told by Tim Graves that the county has formally approved the document. I am also forwarding clean version of the agreement.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Casele # _____
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)

___ 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:

Discuss the proposed revisions to the Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport, and decide how to proceed.

FOLLOW-UP REMARKS:

DRAFT (5-19-10)
Approved by BCC-Redlined by City

AGREEMENT FOR DEVELOPMENT OF THE REPLACEMENT AIRPORT AND
REDEVELOPMENT OF FRIEDMAN MEMORIAL AIRPORT

This Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport ("Agreement") is entered into this ___ day of May, 2010 by and among the City of Hailey ("City"), Blaine County ("County"), and the Friedman Memorial Airport Authority ("Authority") (collectively referred to as the "Parties")

RECITALS

- A. Blaine County and the City of Hailey are the Airport Sponsors under FAA statutes and regulations. The Authority was created pursuant to Idaho Code Section 67-2328 by the City and the County by a Joint Powers Agreement dated May 16, 1994, as amended ("Joint Powers Agreement"). The Authority is the entity governing the Friedman Memorial Airport ("Current Airport").
- B. The Current Airport is approximately 209 acres in size and is located within the City;
- C. The City, County and Authority have initiated various steps to, and intend and are committed to, relocate all airport uses, including commercial and general aviation uses, from the Current Airport to an alternative location within the unincorporated area of Blaine County ("Replacement Airport");
- D. These steps include the following formal acts and declarations, which are incorporated herein by reference: Blaine County Resolution 2009-73; Blaine County Resolution 2008-22; Blaine County Resolution 2009-10; Blaine County Resolution 2009-50; and City of Hailey Resolution Nos. 2007-16 and 2009-19
- E. The Parties desire this Agreement to address various steps and processes going that will enable them to plan, finance, design, construct, govern and operate the Replacement Airport, as well as to plan for the redevelopment of the site of the Current Airport;
- F. The Parties intend this Agreement to reflect the assignment of responsibilities necessary to proceed with the various tasks needed to transition to the Replacement Airport, and to plan and redevelop the site of the Current Airport; and
- G. The Parties recognize that considerable effort is required to achieve their goals, and that cooperation among the Parties will be an essential component to successfully complete these stated goals.

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AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

I. Basic Principles

The Parties agree on the following principles governing their relationship and providing the foundation for decision making and cooperation under this Agreement:

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1. Site 10A in southern Blaine County is the preferred site of both the County and the City for development of the Replacement Airport;
2. The Replacement Airport should be developed in a timely and cost effective manner that minimizes or avoids the expenditure of general property tax revenue;
3. Cooperation among the City, County and Authority is essential for the successful relocation of the airport to the Replacement Airport site;
4. The site of the Current Airport should be master planned and redeveloped in a manner that a) optimizes revenue potential (which revenue will be used to offset costs for development of the Replacement Airport) and b) plans development in a manner which is sensitive to the needs and desires of the City;
5. Public participation should be encouraged throughout the process of developing the Replacement Airport and redeveloping the Current Airport;
6. The Blaine County Airport Advisory Committee ("Advisory Committee") shall consult with the Authority and advise the County on issues related only to the Replacement Airport;
7. Upon approval and agreement by the City and County, members of the Advisory Committee may be appointed to the Authority;
8. The Current Airport shall be managed under the existing Joint Powers Agreement;
9. The Joint Powers Agreement may be amended to align with principles in this Agreement;
10. Upon future agreement by the City and County, the Authority will shift from dual sponsorship to a single sponsoring entity.

II. Responsibilities of the County

The Parties agree that the County shall have the primary responsibility for the following:

1. Public outreach related to the planning and development of the Replacement Airport;

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Deleted: 2.
Deleted: Design of the general airport layout plan;
Deleted: 3

2. Issuing all of the permits and County authorizations necessary to comply with the County's development regulations;
3. Developing a transportation plan for access to the Replacement Airport;
4. Assignment of the Advisory Committee to research, review and make recommendations pertaining to various issues related to the Replacement Airport;
5. Design, planning, financing and construction of the Replacement Airport, including layout, infrastructure and structures;
6. Operation of the Replacement Airport as the eventual single Sponsor.

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III. Responsibilities of the City

The Parties agree that the City shall have the primary responsibility for the following:

1. Addressing land ownership issues and developing the strategy for redeveloping the site of the Current Airport as a unified redevelopment effort;
2. Negotiating with the Friedman family interests;
3. Public outreach to develop a master plan for redevelopment of the Current Airport site;
4. Preparing a master plan for redevelopment;
5. Issuing all of the permits and City authorizations necessary to comply with the City's development regulations for redevelopment of the Current Airport;
6. Implementing the master plan and determining the phasing and timing of the development.

IV. Responsibilities of the Authority

1. The Parties agree that the Authority shall have the primary responsibility, now and in the future, for the following:
 - a) Operation of the Current Airport in a financially prudent manner in light of the principles outlined above;
 - b) Funding the design, planning, financing, construction and operation of the Replacement Airport including layout, infrastructure and structures;
 - c) Development of a financing plan for the Replacement Airport;
 - d) Re-assignment of FAA grant assurances from the Authority, as presently constituted, to the sponsor of the Replacement Airport;
 - e) Development of a business plan for the Replacement Airport, including an air service plan;
 - f) Development of a comprehensive schedule with critical path milestones for the Replacement Airport;

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- g) Acquisition of the land for the Replacement Airport, including working with BLM and FAA;
 - h) Reclamation and remediation of the site of the Current Airport, and demolition of all structures, runway, taxiways and aprons;
 - i) Funding transition and relocation expenses through appropriate funding mechanisms.
2. The City and County agree that the Authority will transition to a restructured governing Board, the actual transition, timing, and structure of which will be determined at a later date. The Authority will be responsible for seeking FAA review (and concurrence, if appropriate) of any transition plan developed by the Parties.

V. Cooperation and Timing

- 1. The Parties agree to diligently pursue their primary responsibilities as set forth in this Agreement and recognize that time is of the essence in discharging those responsibilities.
- 2. Each Party agrees, when necessary, to provide the other Parties with appropriate notice before a decision is made, to encourage open dialogue and discourse. Each Party also agrees to promptly notify the other Parties after any significant action is taken.
- 3. The Parties agree to cooperate with one another in carrying out the relative responsibilities set forth herein and will not take actions that unnecessarily hinder or obstruct the process of constructing the Replacement Airport and redeveloping the Current Airport.

VI. Other Stakeholders

The Parties recognize that there are other stakeholders with whom it would be essential or desirable for the Parties to consult during the process of planning, design, engineering and construction of the Replacement Airport. The Parties agree that the following Parties shall have principal responsibility for seeking and securing cooperation from the named stakeholders:

- 1. FAA: Authority
- 2. The Friedman family interests: City
- 3. BLM: Authority
- 4. Congressional delegation: all Parties
- 5. State officials: County
- 6. Airlines and other airport users: Authority and Advisory Committee
- 7. Other governmental entities: County

VII. Amendment

This Agreement may be revised, amended, or canceled, in whole or in part, only by means of a written instrument executed by the City and County.

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IN WITNESS WHEREOF, the Parties having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

CITY

COUNTY

By _____
Richard L. Davis, Mayor

By _____
Lawrence Schoen, Chairman

Attest: _____
Mary Cone, Clerk

Attest: _____
JoLynn Drage, Clerk

AUTHORITY

By _____
Tom Bowman, Chairman

ACKNOWLEDGEMENT AND CONSENT:

We, the Blaine County Airport Advisory Committee, acknowledge the receipt of this Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport, and consent to the terms and conditions set forth herein.

BLAINE COUNTY AIRPORT
ADVISORY COMMITTEE

By _____

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5. Public participation should be encouraged throughout the process of developing the Replacement Airport and redeveloping the Current Airport;
6. The Blaine County Airport Advisory Committee ("Advisory Committee") shall consult with the Authority and advise the County on issues related only to the Replacement Airport;
7. Upon approval and agreement by the City and County, members of the Advisory Committee may be appointed to the Authority;
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CITY

COUNTY

By _____
Richard L. Davis, Mayor

By _____
Lawrence Schoen, Chairman

Attest: _____
Mary Cone, Clerk

Attest: _____
JoLynn Drage, Clerk

AUTHORITY

By _____
Tom Bowman, Chairman

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BLAINE COUNTY AIRPORT
ADVISORY COMMITTEE

By _____

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the tools used for data collection.

3. The third part of the document presents the results of the study. It includes a series of tables and graphs that illustrate the findings of the research. The data shows a clear trend in the relationship between the variables being studied.

4. The fourth part of the document discusses the implications of the findings. It highlights the potential applications of the research in various fields and the need for further investigation in this area.

5. The fifth part of the document concludes the study. It summarizes the key findings and provides a final statement on the significance of the research. The authors express their gratitude to the funding agencies and the participants who made the study possible.

6. The sixth part of the document includes a list of references and a list of figures. The references cite the works of other researchers in the field, and the figures provide a visual representation of the data presented in the text.

7. The seventh part of the document is a list of appendices. These appendices provide additional information and data that are not included in the main body of the document. They are intended to provide a more complete picture of the study.

8. The eighth part of the document is a list of abbreviations and acronyms. This list is provided to help readers understand the terminology used in the document. It includes both common and specialized terms.

9. The ninth part of the document is a list of acknowledgments. This section is used to thank the individuals and organizations that have supported the research. It is a way for the authors to express their appreciation and gratitude.

10. The tenth part of the document is a list of footnotes. These footnotes provide additional information and references that are not included in the main body of the document. They are used to provide more detail and context for the research.

11. The eleventh part of the document is a list of tables. These tables provide a structured and organized way to present data. They are used to display the results of the study in a clear and concise manner.

12. The twelfth part of the document is a list of figures. These figures provide a visual representation of the data. They are used to illustrate the findings of the study and to make the data more accessible to the reader.

13. The thirteenth part of the document is a list of references. This list includes all the sources of information used in the study. It is a way for the authors to acknowledge the work of other researchers and to provide a way for readers to find the original sources.

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