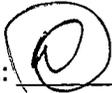


AGENDA ITEM SUMMARY

DATE: 6/13/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

SUBJECT:

Amended and Restated Joint Powers Agreement

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching three versions of the Amended and Restated Joint Powers Agreement. I accepted the changes which were sent to Hailey by Chair McCleary and made some revisions which I believe the Council wanted made to the definitions of Existing Airport and Replacement Airport.

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: (IFAPPLICABLE)

___ 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 Amended and Restated Joint Powers Agreement. If acceptable, make a motion to approve and authorize the mayor to sign. If not acceptable, provide direction on any revisions.

FOLLOW-UP REMARKS:

COUNTY'S DRAFT

April 11, 2011

led Williamson

from: "Angenie McCleary" <AMcCleary@co.blaine.id.us>
date: Tuesday, April 12, 2011 11:12 AM
to: "Rick Davis" <rick.davis@haileycityhall.org>; <carol.brown@haileycityhall.org>; <martha@flyfma.com>; "Don Keirn" <donidaho@cox.net>; <fxh@haemlaw.com>; <wlo@cox-internet.com>
cc: <heather.dawson@haileycityhall.org>; <rick@flyfma.com>; <smcbryant1@hotmail.com>; <fafairfax@aol.com>; "Derek Voss" <dvooss@co.blaine.id.us>; "Lawrence Schoen" <lschoen@co.blaine.id.us>; "Tom Bowman" <tbowman@co.blaine.id.us>; "Tim Graves" <tgraves@co.blaine.id.us>; <bluboviski@cox-internet.com>; <pkirsch@kaplankirsch.com>; "Vanessa Fry" <vanessafry@gmail.com>; <adrienneclandry@yahoo.com>; <lenharlig@cox.net>; "George Kirk" <gkirk@kirk-group.com>; <charris@harris-assoc.com>; "Jenny Lovell" <jlovell@co.blaine.id.us>
attach: Airport Joint Powers Agreement 4-11-11 - County clean.docx; Airport Joint Powers Agreement 4-11-11 - County redline.docx
subject: Amended JPA
ello Mayor Davis and Council Members Brown, Burke, Haemmerle, and Keirn,

Yesterday, the Blaine County Board of Commissioners voted to approve the attached version of the amended and Restated Joint Powers Agreement for the Friedman Memorial Airport Authority. The version that we approved and would like the City of Hailey to consider is largely the same as the draft that you sent to us on March 5, 2011 with a few additions. I hope that these changes are agreeable to the City of Hailey. Blaine County believes that they are reasonable and important. We look forward to hearing from you at your earliest convenience.

Sincerely,

Angenie

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 BoardCounty 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 jointrequest 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

Lawrencery 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

CITY'S REDLINED DRAFT

(Accepted County's revisions and with revisions for definitions
of Existing Airport and Replacement Airport)

June 13, 2011

DRAFT

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 and 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 as it exists on the effective date of this Agreement 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 entirely located outside the city limits of the City and that, when operational, will replace the Existing Airport. Replacement Airport shall be independent of and separate from 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.

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 both i) the Conclusion of Planning as defined 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").

Section 7.3 TERMS OF OFFICE

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 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 negotiation, development, and execution of a 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

CITY'S CLEAN DRAFT

(Accepted County's revisions and with revisions for definitions
of Existing Airport and Replacement Airport)

June 13, 2011

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 and 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

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

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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.

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 both i) the Conclusion of Planning as defined 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").

Section 7.3 TERMS OF OFFICE

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 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 negotiation, development, and execution of a 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

