

**AGENDA ITEM SUMMARY**

**DATE:** 08/03/2011 **DEPT.:** Hailey Arts Commission / Admin **DEPT. HEAD SIGNATURE:** \_\_\_\_\_

**SUBJECT:**

Entry Track Grant  
Final Report / Closeout

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The final report to closeout the 2011 Idaho Commission on the Arts Entry Track grant is attached. Due July 31, 2011, the Hailey Arts Commission requests that the report be ratified by City Council.

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to ratify Idaho Commission on the Arts 2011 Entry Track final report.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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

# 2011 FINAL REPORT FOR Public Programs in the Arts (PPA) and Entry Track

*The period of this grant is from July 1 to June 30.*

*One copy of this report must be submitted to the ICA within 30 days of the completion of the grant period, no later than **July 31**. You are required to retain all financial records pertaining to the grant for a period of three years. Requests for extension for filing your final report must be submitted in writing, not later than **June 30<sup>th</sup>**.*

## PART 1: IDENTIFYING INFORMATION/DEMOGRAPHICS

Grant recipient: City of Hailey

Grant recipient TIN/EIN #: 82-6000201

Grant award #: 3170ET-11 Grant amount: \$ \$1,165

Name of person completing report: Tracy Anderson

Phone #: 208-788-4221, ext. 26 E-mail: tracy.anderson@haileycityhall.org

### CONSTITUENT PARTICIPATION

Number of individuals benefiting (audiences, participants)	Total	4,000+
	% local residents (within 50 mile radius)	98%
	% visiting (non-local - outside of 50 mile radius)	2%
Number of artists participating:	Total	40
	Professional	5
	Semi-Professional	10
	Amateur	25
Number of children and youth benefiting (audiences, participants)		200-300
Number of individuals with disabilities benefiting (ADA 504)		

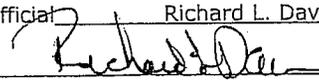
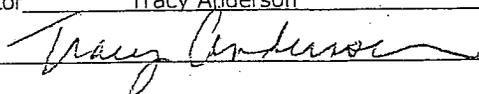
Were there special constituencies (Handicapped, senior citizens, minorities, etc.) served through this grant? If so, please describe:

See #10 of Narrative.

Hailey's population is 15% Hispanic/Latino, with many families participating in Month of Art activities.

### CERTIFICATION

*I/We the undersigned certify that the foregoing information and all attachments to this report are true and correct and that all expenditures were incurred for the purpose of this grant.*

Authorizing Official	<u>Richard L. Davis</u>	Title	<u>Mayor</u>
Signature		Phone	<u>(208) 788-4221 x30</u> Date <u>07/19/11</u>
Project Director	<u>Tracy Anderson</u>	Title	<u>Public Art Coordinator</u>
Signature		Phone	<u>(208) 788-4221 x 26</u> Date <u>07/19/11</u>

**FINAL REPORT – PPA/Entry Track**

**PART 2: FINANCIAL INFORMATION**

This report should reflect only those revenues and expenses directly related to the project or which the grant was awarded.

**(Entry Track/PPA)**

**Section A: ACTUAL CASH EXPENSES**

**ICA Grant (full amount)**  
Show how much of the grant funds were spent in each applicable category

EXPENSE CATEGORIES	(Entry Track) Original Budget from Application	(Entry Track/PPA) Actual Cash Expenses	
1. Personnel, Administrative	6875	3148	
2. Personnel, Artistic			
3. Personnel, Production			
4. Outside Fees & Services	10800	8700	1165
5. Space Rental			
6. Travel			
7. City Taxes Paid			
8. State Taxes Paid			
9. Federal Taxes Paid			
10. Marketing	1000	263	
11. Remaining Operating Expenses	500	148	
<b>TOTAL EXPENSES</b>	<b>19,175</b>	<b>12,259</b>	

**Section B: REVENUE**

	(Entry Track) Original Budget from Application	(Entry Track/PPA) Actual Cash Income
1. Admissions (Ticket Sales)		
2. Contracted Services Revenue		
3. Corporate Support	500	500
4. Foundation Support		
5. Other Private Support		2600
6. Government Support, Federal		
7. Government Support, State/Regional		735
8. Government Support, Local	3820	3820
9. Other Revenue		
10. Application Cash (cash on hand)		
<b>SUBTOTAL</b>	<b>4320</b>	<b>7655</b>
<b>ICA GRANT AWARD</b>		<b>1165</b>
<b>TOTAL REVENUE</b>	<b>4320</b>	<b>8820</b>

Does your Total Revenue meet or exceed your Total Expenses?  YES  NO (Explain deficit in Narrative, Question 9)

**Section C: ACTUAL IN\_KIND MATCH: please include value of contribution**

Description	Contributor	Value	Additional Information
<i>Example: facility rental</i>	<i>Marriott Hotel</i>	<i>\$500</i>	<i>For workshop</i>
<b>TOTAL IN-KIND MATCH</b>			

Public Programs in the Arts/Entry Track

**PART 3: NARRATIVE**

(attach pages as necessary)

*Your application anticipated activities and results during the grant period; these questions ask you to compare what actually happened to what you expected. It will be helpful to have your application in front of you as you write.*

1. Describe the public programs in the arts that your organization produces and the process used to ensure excellence in the artistic quality of programs and services.

**A MONTH OF ART / A NIGHT OF MUSIC / A DAY OF CHALK:** The program is a month-long celebration of the arts, and includes visual art, *A Night of Music* and *A Day of Chalk*. Partner organizations bring additional arts programming to complement the HAC's core programs during July.

To raise the bar of excellence for this program, the HAC now issues Requests for Proposal: one for a producer for *A Night of Music* and one for facilitation of visual art. To assure artistic quality for *A Day of Chalk*, the HAC invites professional artists to participate.

**PERCENT FOR PUBLIC ART PROGRAM:** The Public Art program has a significant number of projects that are either in-progress or planned to be implemented through the end of 2013.

To assure excellence in public art projects, artist workshops are conducted to assist the arts community with understanding how to apply for a public art project. Artist workshops were facilitated by the ICA regional Public Art Advisor. All public art projects use Hailey's established public art processes for artist selection. Selection panels composed of diverse representation review all applications and recommend artists to receive commissions. The recommendations are reviewed and approved by both the Hailey Arts Commission and the Hailey City Council. Selection panel meetings are facilitated by Hailey's Public Art Coordinator. The Public Art Coordinator routinely meets with the artists throughout design, fabrication and installation to assure a quality outcome.

2. Identify and describe the community or communities served during the grant period.

The HAC's primary focus is on the community of Hailey, though the reach of programs and services is throughout Blaine County. The HAC has drawn from the countywide artist pool for all public art projects and *A Month of Art* and *A Night of Music*. While Hailey is largely a family town, it is influenced and impacted by the predominant tourist economy of Sun Valley/Ketchum, which has a strong arts culture of its own. Hailey is the county seat, and has six schools, including the only public high school in the Wood River Valley. Other schools are two elementary schools, one middle school, one

**FINAL REPORT – PPA/Entry Track**

alternative high school and one private high school. Hailey's Hispanic/Latino population is about 15%.

3. Describe initiatives, partnerships, or collaborations undertaken during the grant period and how new, nontraditional or underserved audiences were reached.

Initiatives, partnerships and collaborations included:

- Sun Valley Center for the Arts: *Timber!* (2010) *Geared* (2011)
- Northern Rockies Folk Festival – Annual Music Event
- Company of Fools – July Programming
- Public Art: panels, workshops
- Hailey Chamber of Commerce – business community
- Wood River Arts Alliance – broader arts community and countywide representation

4. Describe ways that your organization complied with the Americans with Disabilities Act (ADA) and Section 504 accessibility requirements (accommodations for people with disabilities) during the grant period.

Both ADA and Section 504 requirements were included in Calls to Artists; the majority of public artwork planned is in spaces that are ADA accessible. Hailey's downtown –the primary location for *A Month of Art*, *A Night of Music* and *A Day of Chalk* – is designed for ADA access, with curb cuts at all intersections and wide sidewalks which are maintained with a clear six-foot lane for pedestrian access at all times.

5. Provide an overview of your organization's structure, board and staff responsibilities and volunteer involvement during the grant period.

The HAC is a city-appointed board that makes recommendations, upon a majority vote of its attending members, to the City Council, the Hailey Planning & Zoning Commission, the Hailey Historic Preservation Commission, the Hailey Parks & Lands Board, the Hailey Public Library Board or others. The HAC is responsible for planning and prioritizing Hailey arts programs and services, and provides hands-on volunteer support for these programs and services.

The Public Art Coordinator (city staff) is responsible for public art planning and development, public art project management, tracking capital projects and percent for art funds, coordination with city departments, the HAC website and grant writing and administration.

In this grant year, the HAC donated approximately 200 hours of time (estimate - undocumented) to HAC activities. In addition, numerous

## FINAL REPORT – PPA/Entry Track

volunteers in the community have provided assistance with commission activities, from *A Month of Art*, *A Night of Music* and *A Day of Chalk* to serving on artist selection panels for public art.

6. Describe your organizations audience development and marketing efforts during the grant period.

Marketing and audience development efforts are integrated into HAC programs. For *A Month of Art*, the HAC produced a poster, which was hung at all retail businesses in Hailey and other businesses throughout the Wood River Valley. Additional publicity included press releases, articles in the city's monthly newsletter, several weeks of radio PSAs and live interviews, and announcements on the HAC website.

In the *Public Art* program, the HAC connected with its audience via articles in the city's monthly newsletter, press releases, announcements on the city's website, emails and a dedication celebration for *Timeless Portal*, a sculpture by artist Mark Stasz, to which the public was invited.

The HAC produced a public art walking guide and map, and also produced a large banner of historic rodeo mural art to be displayed during the 4<sup>th</sup> of July rodeo.

7. Explain how your organization is achieving long-range goals.

The HAC is currently engaged in a strategic planning process, which will map out the next five years of the commission's work. The commission will remain focused on public art and *A Month of Art*. The commission has identified funding and enhancing visibility of the commission and its work via new technologies as high priorities.

8. Explain your evaluation methods and how they assisted you in measuring your desired outcomes. Attach samples of your evaluation instruments (surveys, interview questions, etc.) and/or collected evidence (compiled data, systematic observation or documentation, etc).

An increase in the number of artists applying for Public Art projects is one form of evaluation. The HAC intermittently participates in public surveys regarding the delivery of city services, and always ranks high. All projects undertaken (both during the Month of Art and the remaining 11 months) are photographically documented.

9. Explain significant organizational changes (budget amounts, deficits and multi-year grants, etc.)

The biggest organizational change has been the large increase in the volume of public art being implemented in the city. The commission plans to build on

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Public Programs in the Arts/Entry Track

**FINAL REPORT – PPA/Entry Track**

this momentum. The city budget is flat, with no increase in funding anticipated for commission activities.

Revenue does not exceed expenses because Hailey's public art fund already has funds set aside to pay part of the expenses shown. Those funds are not technically revenue in the reporting year.

10. As you reflect on the grant period, does an anecdote or a moment come to mind which tells the story of your organization's success?

On the *Night of Music*, there are significant numbers of young parents hauling small children behind them on bicycles. There are a noticeable number of people in wheelchairs, along with attendees in their 70s and 80s.

11. Please submit copies of recordings, videos, programs, publicity, and other printed materials relating to these activities.



AGENDA ITEM SUMMARY

DATE: 8/8/2011 DEPARTMENT: Legal DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Resolution No. 2011-21 approving of the Amended and Restated Joint Powers Agreement.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed Resolution No. 2011-21, which authorizes the execution of the Amended and Restated Joint Powers Agreement.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ 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:

Motion to approve Resolution No. 2011-21 and to authorize the mayor to sign.

FOLLOW-UP REMARKS:

**CITY OF HAILEY  
RESOLUTION NO. 2011-21**

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

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

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

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

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

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

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

City of Hailey

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

ATTEST:

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

## AMENDED AND RESTATED JOINT POWERS AGREEMENT

Friedman Memorial Airport Authority

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

### RECITALS

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

WHEREAS, the County and the City have jointly operated and are currently 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.

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 second 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 at 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 to 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

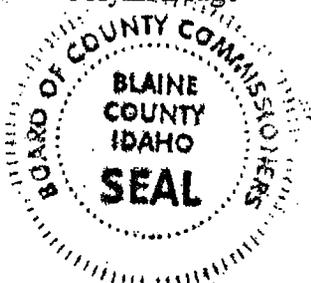
By Angie McCleary  
Angenie McCleary, Chairman

Tom Bowman  
Tom Bowman, Commissioner

Lawrence Schoen  
Lawrence Schoen, Commissioner

BLAINE COUNTY CLERK

By: Jolynn Drake  
Jolynn Drake



CITY OF HAILEY  
Blaine County, Idaho

By Richard L. Davis  
Richard L. Davis, Mayor

ATTEST:

Mary Cone  
Mary Cone, City Clerk

Approved By:

AUTHORITY



By Tom Bowman  
Tom Bowman, Chairman



**AGENDA ITEM SUMMARY**

DATE: 8/8/2011 DEPARTMENT: Legal DEPT. HEAD SIGNATURE: \_\_\_\_\_

**SUBJECT:**

Resolution No. 2011-22 approving of the Project Review Agreement (Colorado Gulch).

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

I am enclosing a proposed Resolution No. 2011-22, which authorizes the execution of the Project Review Agreement for Colorado Gulch.

Ned

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

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

___ 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:**

Motion to approve Resolution No. 2011-22 and to authorize the mayor to sign.

**FOLLOW-UP REMARKS:**

**CITY OF HAILEY  
RESOLUTION NO. 2011-22**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF THE PROJECT REVIEW AGREEMENT  
WITH STEVENS FAMILY RANCH LLC.**

WHEREAS, the Stevens Family Ranch LLC ("Owner") is interested in conducting discussions with representatives of Hailey which could ultimately result in a request to annex a portion of the Owner's real property;

WHEREAS, the City of Hailey is willing to conduct such discussions provided the Owner reimburses Hailey of staff time; and

WHEREAS, the Owner and the City of Hailey agree to enter into a Project Review Agreement, which provides for the reimbursement of staff time during such discussions.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITYCOUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the attached Project Review Agreement, a copy of which is attached hereto, and that the Hailey Mayor is authorized to execute the attached Project Review Agreement.

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

City of Hailey

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

ATTEST:

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

## PROJECT REVIEW AGREEMENT

THIS PROJECT REVIEW AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of July, 2011, by and between Stevens Family Ranch LLC ("Owner"), and the City of Hailey, a political subdivision of the state of Idaho ("Hailey").

### RECITALS

A. The Owner is owner of certain real property consisting of 174.28 acres west of Airport West Subdivision and south of Della View Subdivision located in Blaine County, State of Idaho ("Real Property"). The Owner is interested in conducting discussions with representatives of Hailey which could ultimately result in a request to annex a portion of the Real Property.

B. Pursuant to Chapter 14.01 of the Hailey Municipal Code, the Owner and Hailey must enter into an agreement in which the Owner will pay for city staff time on an hourly basis, to review and comment on any application for annexation, to assist in the preparation of and/or prepare any fiscal impact or related study required for an annexation, and to assist in the preparation of and/or prepare any necessary documents, agreements, ordinances, surveys, reports and findings.

C. Although the present discussions have not yet resulted in a formal application for Annexation, Hailey wishes to be reimbursed the time of planning staff members and the city attorney spent in discussions with Owner ("Staff Services"). The Owner is willing to fund such Staff Services with the understanding that by accepting such financial assistance, Hailey is not contracting with or representing to the Owner that Hailey will ultimately decide to annex the Real Property.

D. Hartland Development Company, LLC ("Hartland") is an Idaho limited liability company and is the agent of the Owner. Jeff Pfaeffle is a member of Hartland and has authority to execute this Agreement on behalf of Owner.

E. Subject to the terms and conditions of this Agreement, the parties desire to enter into this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Owner and Hailey hereby agree as follows:

1. Staff Services Costs and Fees.

A. Hailey may participate in the development of an annexation application for the Real Property, review the application for annexation of the Real Property. The Owner shall pay for reasonably incurred Staff Services on an hourly basis in accordance with the following rates:

Planning Department	\$ 50/hour
Public Works/Streets Department	50/hour
Fire Department	50/hour
Building Department	50/hour
Finance Department	50/hour
City Engineer	60/hour
City Attorney	150/hour
Support Staff	30/hour

B. The Owner shall pay for all Staff Services within fifteen (15) days of receipt of monthly invoices from Hailey. Upon the execution of this Agreement, the Owner shall deposit Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) into a separate Hailey interest bearing account (the "Account"). In the event Owner fails to pay for Staff Services within fifteen (15) days of receipt of monthly invoices, the Account shall be the source of the funds to pay and/or reimburse Hailey for Staff Services and any costs, and Hailey, in its sole discretion, may elect to cease discussions with the Owner and its agent about developing a request to annex the Real Property.

C. If Owner elects to file an annexation application, the parties shall enter into another Annexation Review Agreement which will require the deposit of Twenty Thousand and no/100 Dollars (\$20,000.00) and require an additional deposit if funds in the Account is less than Ten Thousand and no/100 Dollars (\$10,000.00) and require payment for outside Consulting Services required by Hailey to assist in the review of the application. If the Owner elects not to annex the Property and if there is money left in the Account, the principal amount plus any accrued interest shall be returned to the Owner, and if the costs of the Staff Services exceed the amount in the Account, the Owner shall pay such additional sum to Hailey within fifteen (15) days of Hailey's written request to the Owner.

D. Hailey shall provide the Owner copies of all invoices for the costs of all Staff Services with a general itemization of the service performed and the time spent on the service paid from the account.

E. In the event of any outside third party services required prior to a formal Annexation Review Agreement, a scope of work for such consulting Services shall be provided to Owner before submission to any third party consultant. Owner only has the right to comment on the scope of work. Once a third party consultant has been selected, Hailey shall provide to the Owner an estimate of costs for the third party consultant.

2. Direct Out-of-Pocket Costs. All costs of publication, copying, travel expenses, lodging and other direct out-of-pocket costs reasonably incurred by Hailey with regard to the requested annexation shall be paid for by Hailey from the Account.

3. Costs of Specific Applications. The amount paid by the Owner to Hailey under this Agreement shall be in addition to any sums required by the ordinances of Hailey to file,

review and process any specific land use application, including without limitation, preliminary subdivision applications or permits for the Project or any portion thereof.

4. Miscellaneous Provisions.

A. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

B. Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:

**Hailey:**

City of Hailey  
115 Main Street South  
Hailey, ID 83333

with a copy to:

Ned C. Williamson  
Williamson Law Office, PLLC  
115 Second Avenue South  
Hailey, ID 83333

**Owner:**

Stevens Family Ranch, LLC  
4644 Lincoln Blvd, Ste 552  
Marina Del Rey, CA 90292

with a copy to:

Hartland Development Company, LLC  
PO Box 420  
Ketchum, ID 83340

and

James R. Laski  
Lawson Laski Clark & Pogue, PLLC  
PO Box 3310  
Ketchum, ID 83340

C. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

E. Number and Gender. The term "Owner" is herein without regard to the number or gender of the persons constituting such party. Whenever any gender or neuter term is used herein, such term shall be construed to include the masculine, feminine and neuter and shall include any party whether male, female or partnership or other entity as may be appropriate.

Whenever a singular term is used herein it shall include the plural, and whenever a plural term is used herein it shall include the singular.

F. Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

G. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

H. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

I. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.

J. Recitals Incorporated. The recitals set forth in this Agreement are hereby incorporated herein by reference.

K. Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

L. Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement.

M. Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Hailey or its discretion in review of subsequent applications regarding development of the Real Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey's Zoning Ordinance, Hailey's Subdivision Ordinance, and Planned Unit Development requirements for the Real Property.

IN WITNESS WHEREOF, the Owner and Hailey have executed this Project Review Agreement on the day and year first written above.

CITY OF HAILEY

ATTEST:

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

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

OWNER

By \_\_\_\_\_  
Jeff Pfaeffle, Member, Hartland Development  
Company, LLC

