

AGENDA ITEM SUMMARY

DATE: 12/13/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Amended and Restated Joint Powers Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a proposed clean and redlined version of the Amended and Restated Joint Powers Agreement. The revisions which have been proposed after last Monday's meeting are shown in the redlined version

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:

Discuss the proposed Amended and Restated Joint Powers Agreement and provide guidance on any suggested revision.

FOLLOW-UP REMARKS:

## 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, the Existing 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 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 waiver of FAA airport design standards and, the Existing Airport cannot comply with those standards without 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 and restate pertinent provisions of the 1994 Agreement;

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.

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.

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.

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 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

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.

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 "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 Board may establish. Commencing one (1) year after the initial organization of the Board, the 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 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 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 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 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 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 Board, any of whom may be removed in the manner provided in the bylaws of the Board. The Board may appoint other officers as it deems necessary.

### Section 3.5: BYLAWS, MEETINGS

The 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. Any four (4) members shall constitute a quorum, and a majority of the quorum present shall be sufficient to take any action. Regular and special meetings of the Board shall be conducted in compliance with Sections 67-2340 through 67-2347, Idaho Code.

## ARTICLE IV

### POWERS OF THE BOARD

#### Section 4.1: POWERS

In addition to any other powers set forth in this Agreement, the 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 property may not be conveyed or disposed of except by lease not exceeding twenty (20) years, except for conveyance to the County and/or the City in conformance with Paragraph 4.2(D) 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 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 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 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 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 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 Exhibit A to the approved Airport Layout Plan for the Existing Airport), shall be conveyed to the Authority for the use and benefit of 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.

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. If this Agreement is terminated, title to all buildings, improvements, facilities, equipment, and personal property in use on the Existing Airport shall vest jointly in the County and the City. Title to all buildings, improvements, facilities, equipment, and personal property to be used for the Replacement Airport shall be held by the Authority.

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 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, 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 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 shall be transferred to the funds of the Authority. The 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 a 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 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 existing grant obligations with regard to the Existing Airport. In addition, the Authority agrees to accept 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 will to the extent allowed by law be released from any and all of its obligations associated with the grant assurances.

I. The City and the County commit to 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 § 67-65-38.

## 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

The Board shall be reconstituted to consist of the following members: the three (3) 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) Board members (the "Independent Member"). The three County Commissioner members shall be voting members. The three City members and the Independent Member shall be full participating members in all deliberations and matters that come before the Board but shall be non-voting members except as provided in this Article.

#### Section 7.3 TERMS OF OFFICE

The members of the Board that are County Commissioners shall serve during the period that they are serving as County Commissioners. The members of the Board that are appointed by the City Council shall serve for such period as may be determined by the City Council 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 by the entity originally appointing such member, except the Independent Member, who may be removed only by the unanimous vote of the remaining Board members. Any vacancy shall be filled by the entity which originally appointed such member.

#### Section 7.4 QUORUM

For all decisions except Joint Decision Matters, a quorum shall include at least two (2) County Commission members of the Board. Any member in attendance at a meeting, regardless of their voting status, shall be entitled to fully participate in the discussions and deliberations of

any matter that comes before the Board. A quorum for Joint Decision Matters shall consist of least two (2) City members of the Board and at least two (2) County Commission members of the Board.

Section 7.5 LIMITATIONS ON MANNER OF EXERCISING POWERS

- A. In addition to those limitations set forth in Section 4.2, above, the Authority shall have no power with respect to a Joint Decision Matter, as defined in this section until or unless the matter shall have been submitted for a vote to the seven (7) member Board, and a majority of the City and the County members have concurred in the action pursuant to Section 7.6.
- B. "Joint Decision Matter" shall be defined to mean a decision to --
1. 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).
  2. Accept a grant from the Federal Aviation Administration for planning or construction at the Existing Airport.
  3. Enter into a contract with a consultant whose responsibilities include planning for redevelopment of the Existing Airport site.
  4. Forward to the City a recommended plan for the redevelopment of the Existing Airport site, consistent with the principles set forth in section 7.5(C).
  5. Exercise authority on personnel matters pursuant to section 4.1(12) and any decisions incidental to the hiring, firing, discipline and compensation of employees that are appropriately within the purview of the Board.
  6. Authorize funding for, or implementation of, safety improvements at the Existing Airport.
  7. Authorize funding for, or implementation of, environmental remediation at the Existing Airport site.
  8. Operate and regulate activities at the Existing Airport consistent with Sections 4.1(4), (5), (11) and (15), hereof.
- 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.

#### Section 7.6 MATTERS REQUIRING JOINT DECISION

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

#### Section 7.7 CONCLUSION OF PLANNING

This Article VII shall be deemed to have been rescinded upon the first of the following events:

- A. Ten (10) days after the recording of a deed conveying the last parcel of Existing Airport real property to a third party; or one (1) year after execution of an irrevocable purchase and sale agreement for the last parcel of the Existing Airport property, whichever event is earlier.
- B. Ten (10) days after the Board has voted to terminate all efforts to relocate the Existing Airport to a new site.
- C. Seven (7) years following issuance of a Record of Decision by the Federal Aviation Administration approving the relocation of the Existing Airport to a new site.
- D. Upon mutual consent of the City Council and the County Commission pursuant to Section 2.3.

#### Section 7.8 BOARD MEMBERSHIP AFTER PLANNING HAS CONCLUDED

- A. If this Article VII has been rescinded pursuant to Section 7.7(A), the non-voting members of the Board shall be deemed to have resigned from the Authority with no further action required. At such time, the County shall proceed to operate the Replacement Airport as it deems appropriate, which may include (but are not limited to) the County's assumption of duties and obligations of the Authority, delegation of duties to a newly constituted entity consisting of a broad representation of County citizens or termination of this Agreement, all at the sole discretion of the County.
- B. If this Article VII has been rescinded pursuant to Section 7.7(B), Section 7.7(C) or Section 7.7(D), membership on the Board shall revert to that described in Article III.

### ARTICLE VIII MISCELLANEOUS

#### Section 8.1: TERMINATION OF PRIOR AGREEMENTS

All prior agreements relating to the joint operation of the Existing Airport, including, but not limited to, the agreement between the City and the County entered into on or about December 30, 1985, as amended by the addendum to agreement dated June 27, 1988, are hereby terminated. 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.

Section 8.2: ENFORCEMENT OF RULES AND REGULATIONS

In addition to the 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 \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

BLAINE COUNTY CLERK

By: \_\_\_\_\_

CITY OF HAILEY  
Blaine County, Idaho

By \_\_\_\_\_  
Mayor

ATTEST:

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

Approved By:

AUTHORITY

By

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

# 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, the Existing 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 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 waiver of FAA airport design standards and, the Existing Airport cannot comply with those standards without expanding the Existing Airport; and

WHEREAS, the County and the City ~~shall not 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 the Existing Airport operates under a temporary waiver of FAA safety standards and, because FAA has concluded that there are no technological fixes available at the site of the Existing Airport, the airport must be relocated in an expeditious fashion; 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 the 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 and restate pertinent provisions of the 1994 Agreement;

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## ARTICLE I

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City Council means the City Council of the City.

Commercial means regularly-scheduled airline activities.

County means 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 to the City by Leon Friedman, et al., by quitclaim deed dated December 28, 1931, and recorded as Instrument No. 68355, Records of Blaine County, Idaho, and particularly described as Tax Lot No. 41 in the NW 1/4 of Section 15, and the SW 1/4 of SW 1/4 of Section 10, and Tax Lot~~

No. 1122 in the NE 1/4 of the SW 1/4 and NW 1/4 of SE 1/4 of Section 15, in Twp. 2 North of Range 18 E.B.M., all situate in Blaine County, Idaho.

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.

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 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

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.

### 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 "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 Board may establish. Commencing one (1) year after the initial organization of the Board, the 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 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 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 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 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 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 Board, any of whom may be removed in the manner provided in the bylaws of the Board. The Board may appoint other officers as it deems necessary.

### Section 3.5: BYLAWS, MEETINGS

The 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. Any four (4) members shall constitute a quorum, and a majority of the quorum present shall be sufficient to take any action. Regular and special meetings of the Board shall be conducted in compliance with Sections 67-2340 through 67-2347, Idaho Code.

## ARTICLE IV

### POWERS OF THE BOARD

#### Section 4.1: POWERS

In addition to any other powers set forth in this Agreement, the 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 property may not be conveyed or disposed of except by lease not exceeding twenty (20) years, except for conveyance to the County and/or the City in conformance with Paragraph 4.2(D) 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 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 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 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 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 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 owned by the City and land purchased by the City in 1941), or by the County and City jointly, and devoted to use for the Existing Airport as of the date of this Agreement, shall be conveyed to the joint ownership of the County and the City as tenants in common. All Existing Airport property, including the Friedman Grant Property, shall be leased by the County and/or the City to the Authority for the use and benefit of the Existing Airport. Such lease arrangements are not to exceed ten dollars per year (\$10). The Authority shall not acquire or hold title to land for the Existing Airport except by lease from the County and/or the City. 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 County and the City jointly, as tenants in common, for the use and benefit of the Existing Airport and leased to the Authority for airport purposes. Upon termination of this Agreement, said lease or leases shall terminate unless sooner terminated. Land for the Replacement Airport shall be acquired in the name of the Authority.~~

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 Exhibit A to the approved Airport Layout Plan for the Existing Airport), shall be conveyed to the Authority for the use and benefit of 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.

~~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. If this Agreement is terminated, title to all buildings, improvements, facilities, equipment, and personal property in use on the Existing Airport shall vest jointly in the County and the City. Title to all buildings, improvements, facilities, equipment, and personal property to be used for the Replacement Airport shall be held by the Authority.~~

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. Upon termination of this Agreement, title to all buildings, improvements, facilities, equipment, and

personal property in use on the Existing Airport shall vest jointly in the County and the City. All buildings, improvements, facilities, equipment, and personal property to be used for the Replacement Airport shall be conveyed to the Authority upon the opening 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 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, 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 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 shall be transferred to the funds of the Authority. The 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 a 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 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 existing grant obligations pursuant to any agreements with the Federal Aviation Administration with regard to the Existing Airport. In addition, the Authority agrees to accept the future grant assurance obligations with regard to the Replacement Airport pursuant to any agreement with the FAA related to the operation and development of 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 will to the extent allowed by law be released from any and all of its obligations associated with the grant assurances.

I. The City and the County commit to 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.

## 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

The Board shall be reconstituted to consist of the following members: the three (3) 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) Board members (the "Independent Member"). The three County Commissioner members shall be voting members. The three City members and the Independent Member shall be full participating members in all deliberations and matters that come before the Board but shall be non-voting members except as provided in this Article.

#### Section 7.3 TERMS OF OFFICE

The members of the Board that are County Commissioners shall serve during the period that they are serving as County Commissioners. The members of the Board that are appointed by the City Council shall serve for such period as may be determined by the City Council 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 by the entity originally appointing such member, except the Independent Member, who may be removed only by the unanimous vote of the remaining Board members. Any vacancy shall be filled by the entity which originally appointed such member.

#### Section 7.4 QUORUM

For all decisions except Joint Decision Matters, a quorum shall include at least two (2) County Commission members of the Board. Any member in attendance at a meeting, regardless of their voting status, shall be entitled to fully participate in the discussions and deliberations of any matter that comes before the Board. A quorum for Joint Decision Matters shall consist of least two (2) City members of the Board and at least two (2) County Commission members of the Board.

#### Section 7.5 LIMITATIONS ON MANNER OF EXERCISING POWERS

A. In addition to those limitations set forth in Section 4.2, above, the Authority shall have no power with respect to a Joint Decision Matter, as defined in this section until

or unless the matter shall have been submitted for a vote to the seven (7) member Board, and a majority of the City and the County members have concurred in the action pursuant to Section 7.6.

B. "Joint Decision Matter" shall be defined to mean a decision to --

1. 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).
2. Accept a grant from the Federal Aviation Administration for planning or construction at the Existing Airport.
3. Enter into a contract with a consultant whose responsibilities include planning for redevelopment of the Existing Airport site.
4. Forward to the City a recommended plan for the redevelopment of the Existing Airport site, consistent with the principles set forth in section 7.5(C).
5. Exercise authority on personnel matters pursuant to section 4.1(12) and any decisions incidental to the hiring, firing, discipline and compensation of employees that are appropriately within the purview of the Board.
6. Authorize funding for, or implementation of, safety improvements at the Existing Airport.
7. Authorize funding for, or implementation of, environmental remediation at the Existing Airport site.
8. ~~Actions that have the effect of regulating aviation activities at the Existing Airport~~ Operate and regulate activities at the Existing Airport consistent with Sections 4.1(4), (5), (11) and (15), hereof.

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~~

indicate. All Board members in attendance shall be entitled to vote on a Joint Decision Matter. Joint Decision Matters can be approved only by a majority consisting of at least two (2) City members of the Board and at least two (2) County Commission members of the Board.

Section 7.7 CONCLUSION OF PLANNING

This Article VII shall be deemed to have been rescinded upon the first of the following events:

- A. Ten (10) days after the recording of a deed conveying the last parcel of Existing Airport real property to a third party; or one (1) year after execution of an irrevocable purchase and sale agreement for the last parcel of the Existing Airport property, whichever event is earlier.
- B. Ten (10) days after the Board has voted to terminate all efforts to relocate the Existing Airport to a new site.
- C. Seven (7) years following issuance of a Record of Decision by the Federal Aviation Administration approving the relocation of the Existing Airport to a new site.
- D. Upon mutual consent of the City Council and the County Commission pursuant to Section 2.3.

Section 7.8 BOARD MEMBERSHIP AFTER PLANNING HAS CONCLUDED

- A. If this Article VII has been rescinded pursuant to Section 7.7(A), ~~thirty (30) days after the event described in Section 7.7(A)~~, the non-voting members of the Board shall be deemed to have resigned from the Authority with no further action required. At such time, the County shall proceed to operate the Replacement Airport as it deems appropriate, which may include (but are not limited to) the County's assumption of duties and obligations of the Authority, delegation of duties to a newly constituted entity consisting of a broad representation of County citizens or termination of this Agreement, all at the sole discretion of the County.
- B. If this Article VII has been rescinded pursuant to Section 7.7(B), Section 7.7(C) or Section 7.7(D), membership on the Board shall revert to that described in Article III.

ARTICLE VIII  
MISCELLANEOUS

Section 8.1: TERMINATION OF PRIOR AGREEMENTS

All prior agreements relating to the joint operation of the Existing Airport, including, but not limited to, the agreement between the City and the County entered into on or about December 30, 1985, as amended by the addendum to agreement dated June 27, 1988, are hereby terminated. 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.

Section 8.2: ENFORCEMENT OF RULES AND REGULATIONS

In addition to the 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 \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

BLAINE COUNTY CLERK

By: \_\_\_\_\_

CITY OF HAILEY  
Blaine County, Idaho

By \_\_\_\_\_  
Mayor

ATTEST:



AGENDA ITEM SUMMARY

DATE: 12/13/10 DEPARTMENT: Building DEPT. HEAD SIGNATURE: \_\_\_\_\_

**SUBJECT:** Ordinance No. 1077 (Adoption of 2009 International Building Code and 2009 International Residential Code)

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_ x City Ordinance/Code Title 15  
Municipal Code  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The State of Idaho requires local jurisdictions to adopt the 2009 International Building Code, the International Residential Code and the International Energy Conservation Code as amended by the State Building Code Board by the end of the year with an effective date no later than January 1, 2011. Hailey has recently adopted the 2009 International Energy Conservation Code. Our typical local amendments to the above codes will go through the full public hearing and noticing process in January/February. This will allow the building department enough time to gather feedback from the City Council to see if we want to keep these above code requirements or eliminate them from our ordinance.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_

Budget Line Item # 41535 - Books and Codes YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: 40 Estimated Completion Date: \_\_\_\_\_  
Staff Contact: David Ferguson Phone # 788-9815 Ext 16  
Comments: Four sets of new code books as required by law.

**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:**

Make a motion to adopt Hailey Ordinance No. 1077, waive the three readings and authorize the mayor to sign.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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

Draft 12-30-03

HAILEY ORDINANCE NO. 1077

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING SECTION 15.08.010 OF THE HAILEY MUNICIPAL CODE BY ADOPTING THE 2009 INTERNATIONAL BUILDING CODE AND THE 2009 INTERNATIONAL RESIDENTIAL CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Idaho Code §§ 39-4109 and 39-4116 require the City of Hailey to adopt 2009 International Building Code ("2009 IBC"), the 2009 International Residential Code ("2009 IRC") and the 2009 International Energy Conservation Code ("2009 IECC"), excluding certain provisions and appendices;

WHEREAS, the City of Hailey has recently adopted the 2009 IECC in Hailey Ordinance No. 1074;

WHEREAS, pursuant to Idaho Code § 30-4116, the City of Hailey intends to amend the 2009 IBC, 2009 IRC and 2009 IECC to reflect local conditions, provided the amendments provide an equivalent level of protection;

WHEREAS, the City Council of the City of Hailey have determined that adoption of the 2009 IBC and 2009 IRC will promote the public health, safety and welfare of the citizens of and visitors to the City of Hailey, Idaho;

WHEREAS, Idaho Code s 39-4109 allows the adoption of the 2009 IBC and the 2009 IRC effective January 1, 2011; and

WHEREAS, the City Council finds that enactment of this ordinance is required immediately to ensure the enforcement of this ordinance by January 1, 2011.

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

**SECTION 1.** Section 15.08.010 of the Hailey Municipal Code are amended by the deletion of the stricken language and addition of the underlined language, as follows:

**15.08.010 ADOPTION OF CODES:** Pursuant to Idaho Code 39-4116(1), the following Codes published by the International Code Council are hereby adopted by reference:

2006<sup>9</sup> International Building Code ("2006<sup>9</sup> IBC"), including all rules promulgated by the Idaho Building Code Board to provide equivalency with the provisions of the Americans with Disabilities Act accessibility guidelines and the Federal Fair Housing Act accessibility guidelines; and including Appendix E: Supplemental Accessibility Requirements;

2006~~9~~ International Residential Code ("2006~~9~~ IRC"), parts I-IV and IX, including Appendix F: Radon Control Methods;

2009 International Energy Conservation Code ("2009 IECC");

1997 Uniform Code for the Abatement of Dangerous Buildings;

1997 Uniform Building Code ("97 UBC") Volume 3, Material, Testing and Installation Standards; and

1997 Uniform Building Code, Volume 1, Table 1-A, Building Permit Fees.

**SECTION 2.** If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

**SECTION 3.** All ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4.** This Ordinance shall be in full force and effect on January 1, 2011, and after its passage, approval and publication according to law.

ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE  
MAYOR this \_\_\_\_\_ day of December, 2010.

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

ATTEST:

\_\_\_\_\_  
Mary Cone  
Hailey City Clerk

Publish: Idaho Mountain Express, December 15, 2007

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. This is essential for ensuring the integrity of the financial statements and for providing a clear audit trail. The records should be kept up-to-date and should be accessible to all relevant parties.

2. The second part of the document outlines the various methods used to collect and analyze data. These methods include interviews, surveys, and focus groups. Each method has its own strengths and weaknesses, and it is important to choose the most appropriate method for the research objectives. The data collected should be analyzed carefully to identify any trends or patterns.

3. The third part of the document discusses the results of the research. The findings indicate that there is a strong correlation between the variables studied. This suggests that the factors being investigated are indeed related to each other. The results are supported by the data collected and are consistent with the theoretical framework.

4. The final part of the document provides conclusions and recommendations. Based on the findings, it is recommended that further research be conducted to explore the relationship between the variables in more detail. This could involve conducting a larger scale study or using different methods to collect data. The recommendations are based on the current findings and are intended to guide future research.



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

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 13 OF THE HAILEY MUNICIPAL CODE BY AMENDING SECTION 13.04.130 OF THE HAILEY MUNICIPAL CODE ENTITLED WATER AND WASTEWATER USER CHARGES; BY PROVIDING FOR A REPEALER CLAUSE; BY PROVIDING FOR A SEVERABILITY CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and the City Council of the City of Hailey wish to amend the Hailey Municipal Code to establish procedures for adjusting water fees;

WHEREAS, the procedures imposed by this ordinance have been studied and recommended by the City Engineer and are intended to be reasonably related to the benefit conveyed to the residents of the City of Hailey;

WHEREAS, the Mayor and City Council find that the amendments to the Chapter will further the public health, safety and general welfare.

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

**Section 1.** Section 13.04.130(B) of the Hailey Municipal Code is hereby amended by the addition of the underlined language and by the deletion of the stricken language, as follows:

B. Wastewater User Fees.

2. Metered Wastewater Fee. The monthly metered fee is intended to cover the variable costs of the Municipal Wastewater System, including the operation and maintenance costs which consist at least of, but not limited to, 50% of the labor, benefits and administrative costs, and 100% of parts, fuel, utilities, vehicle maintenance, lab tests and chemicals. The monthly metered wastewater charge shall be assessed to each separate Property based upon the average amount of water used by that Property during the months of November through April. During the month of May the monthly wastewater metered charge shall be adjusted based upon the average use of water during the months of November through ~~April~~ March used by each Property except as provided under Section 13.04 130(D)(3).

**Section 2.** Section 13. 04.130(D) of the Hailey Municipal Code is hereby amended by the addition of the underlined language and by the deletion of the stricken language, as follows:

D. Reduction in Metered Water and Wastewater Fees.

4. Meter Reading Dispute. Subject to the requirements set forth herein, in the event a Water User disputes a meter reading shall be reimbursed for excessive charges accumulated due to an incorrect meter reading according to the following:

- a. The Water Department will perform a leak check prior to the Public Works Department reviewing the past history of water use for the month in question to determine if the disputed water use is within a 50% range of the previous year. If the water usage is within this range a credit will not be issued. Should a leak be discovered Section 13.04.130(D)1 will be followed.
- b. Customers who request reimbursement to their account due to excessive charges will be reimbursed as follows:
  - I. A credit will be issued to their account based upon the previous year's month of water usage during the same period.
- c. If the property has no history of water usage during that month the average between the previous and following months will be used.
- d. Disputes between October 1 and April 30 will not be considered without detailed documentation.

**Section 3.** All Ordinances or Resolutions or parts thereof in conflict herewith are hereby repealed and rescinded.

**Section 4.** If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

**Section 5.** This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

**PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL** and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 201\_.

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

ATTEST:

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

Publish Summary: Idaho Mountain Express \_\_\_\_\_, 201\_

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is essential for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support effective decision-making.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and reporting, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that data is used responsibly and ethically.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the importance of ongoing monitoring and evaluation to ensure that data management practices remain effective and aligned with the organization's goals.

6. The sixth part of the document provides a detailed overview of the data collection process, including the identification of data sources, the design of data collection instruments, and the implementation of data collection procedures.

7. The seventh part of the document discusses the various methods used for data analysis, such as descriptive statistics, inferential statistics, and qualitative analysis. It explains how these methods are used to interpret the data and draw meaningful conclusions.

8. The eighth part of the document focuses on the importance of data visualization in presenting complex information in a clear and concise manner. It discusses various visualization techniques, such as charts, graphs, and tables, and their applications in data analysis.

9. The ninth part of the document concludes by emphasizing the need for continuous improvement in data management practices. It encourages the organization to regularly review and update its data management policies and procedures to stay current with best practices and technological advancements.