AGENDA ITEM SUMMARY

DATE: 4/12/2010 **DEPARTMENT:** Legal **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

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

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a redlined and a clean version of the Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport. This agreement is the same as the agreement I previously sent to you, except the county commissioners have made some further revisions which are shown in the redlined document. I do not have any objection to the revisions.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss the proposed contract and provide any suggestions to the contract.

FOLLOW-UP REMARKS:

DRAFT (4-7-10)

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

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

RECITALS

A. The Authority was created pursuant to Idaho Code Section 67-2328 by the City and the County by a Joint Powers Agreement dated May 16, 1994, as amended ("Joint Powers Agreement"). The Authority is the entity governing the Friedman Memorial Airport ("Current Airport"), and is the Airport Sponsor under FAA statutes and regulations;

B. The Current Airport is approximately ___ acres in size and is located within the City;

C. The City, County and Authority have initiated various steps to, and intend and are committed to, relocate all airport uses, including commercial and general aviation uses, from the Current Airport to an alternative location within the unincorporated area of Blaine County ("Replacement Airport");

D. <u>These steps include the following formal acts and declarations, which are incorporated herein by reference: Blaine County Resolution 2009-73; Blaine County Resolution 2008-22; Blaine County Resolution 2009-10; Blaine County Resolution 2009-50;</u>

E. The Parties desire this Agreement to address various steps and processes going forward in order to plan, finance, design, construct, govern and operate the Replacement Airport, as well as to plan for the redevelopment of the site of the Current Airport;

F. The Parties intend this Agreement to reflect the assignment of responsibilities necessary to proceed with completion of the various tasks needed to transition to the Replacement Airport, and to plan and redevelop the site of the Current Airport; and

G. The Parties also recognize that considerable effort is required to achieve their goals, and that cooperation among the Parties will be an essential component to successfully complete these stated goals.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

I. Basic Principles

The Parties agree on the following principles that will govern their relationship and which will provide the foundation for decision making and cooperation under this Agreement:

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

II. Responsibilities of the County

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

1. Architectural design of the structures at the Replacement Airport;
2. Design of the general airport layout plan;
3. Public outreach related to the planning and development of the Replacement Airport;

4. Issuing all of the permits and County authorizations necessary to comply with the County's development regulations;
5. Developing a transportation plan for access to the Replacement Airport;
6. County may designate the Advisory Committee for first review of issues and recommendations;

III. Responsibilities of the City

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

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

IV. Responsibilities of the Authority

1. The Parties agree that the Authority shall have the primary responsibility for the following:

    a) Operation of the Current Airport in a financially prudent manner in light of the principles outlined above;
    b) The design, planning, financing, construction and operation of the Replacement Airport;
    c) Development of a financing plan for the Replacement Airport;
    d) Re-assignment of FAA grant assurances from the existing Authority to a newsponsor of the Replacement Airport;
    e) Development of a business plan for the Replacement Airport, including an air service plan;
    f) Development of a comprehensive schedule with critical path milestones for the Replacement Airport;
    g) Acquisition of the land for the Replacement Airport, including working with BLM and FAA;
    h) Reclamation and remediation of the site of the Current Airport, and demolition of all structures, runway, taxiways and aprons;
    i) Funding transition and relocation expenses through appropriate funding mechanisms.

2. The City and County agree that the Authority will transition to a restructured governing Board, the actual transition, timing, and structure of which will be determined at a later date. The Authority will be responsible for seeking FAA review (and concurrence, if appropriate) of any transition plan developed by the Parties.

V. Cooperation and Timing

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

VI. Other Stakeholders

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

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

VII. Amendment

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

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

CITY

By_____
Richard L. Davis, Mayor

Attest: _____
Mary Cone, Clerk

COUNTY

By_____
Lawrence Schoen, Chairman

Attest: _____
JoLynn Drage, Clerk

AUTHORITY

By_____
Tom Bowman, Chairman

BLAINE COUNTY AIRPORT ADVISORY COMMITTEE

By_____

DRAFT (4-7-10)

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

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

RECITALS

A. The Authority was created pursuant to Idaho Code Section 67-2328 by the City and the County by a Joint Powers Agreement dated May 16, 1994, as amended ("Joint Powers Agreement"). The Authority is the entity governing the Friedman Memorial Airport ("Current Airport"), and is the Airport Sponsor under FAA statutes and regulations;

B. The ~~Friedman Memorial~~Current Airport is approximately ___ acres in size and is located within the City;

C. The City, County and Authority have initiated various steps to, and intend and are committed to, relocate all airport uses, including commercial and general aviation uses, from the ~~Friedman Memorial~~Current Airport to an alternative location within the unincorporated area of Blaine County ("Replacement Airport");

D. ~~[cite City Council, County Commission and FMAA Board Resolutions and 1994 Master Plan preamble]~~These steps include the following formal acts and declarations, which are incorporated herein by reference: Blaine County Resolution 2009-73; Blaine County Resolution 2008-22; Blaine County Resolution 2009-10; Blaine County Resolution 2009-50;

E. The Parties desire this Agreement to address various steps and processes going forward in order to plan, finance, design, construct, govern and operate the Replacement Airport, as well as to plan for the redevelopment of the site of the Current Airport;

F. The Parties intend this Agreement to reflect the assignment of responsibilities necessary to proceed with completion of the various tasks needed to transition to the Replacement Airport, and to plan and redevelop the site of the Current Airport; and

G. The Parties also recognize that considerable effort is required to achieve their goals, and that cooperation among the Parties will be an essential component to successfully complete these stated goals.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

I. Basic Principles

The Parties agree on the following principles that will govern their relationship and which will provide the foundation for decision making and cooperation under this Agreement:

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

~~9.~~10. Upon future agreement by the City and County, the Authority will shift from dual sponsorship to a single sponsoring entity.

II. Responsibilities of the County

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

1. Architectural design of the structures ~~(Is that it – Parking? Siting? Zoning)~~ at the Replacement Airport;
2. Design of the general airport layout plan;

3. Public outreach related to the planning and development of the Replacement Airport;
4. Issuing all of the permits and County authorizations necessary to comply with the County's development regulations;
5. Developing a transportation plan for access to the Replacement Airport;
6. County may designate the Advisory Committee for first review of issues and recommendations;

III. Responsibilities of the City

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

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2. Negotiating with the Friedman family interests;
3. Public outreach to develop a master plan for redevelopment of the Current Airport site;
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IV. Responsibilities of the Authority

1. The Parties agree that the Authority shall have the primary responsibility for the following:

   a) Operation of the Current Airport in a financially prudent manner in light of the principles outlined above;
   b) The design, planning, financing, construction and operation of the Replacement Airport;
   c) Development of a financing plan for the Replacement Airport;
   d) ~~Transfer~~ Re-assignment of FAA grant assurances from the existing Authority ~~City-County-FMAA~~ to ~~the~~ a new ~~County-controlled FMAA~~sponsor of the Replacement Airport;
   e) Development of a business plan for the Replacement Airport, including an air service plan;
   f) Development of a comprehensive schedule with critical path milestones for the Replacement Airport;
   g) Acquisition of the land for the Replacement Airport, including working with BLM and FAA;

h) Reclamation and r~~R~~emediation of the site of the Current Airport, and demolition of all structures, runway, taxiways and aprons;
i) Funding transition and relocation expenses through appropriate ~~airport~~ funding mechanisms.

2. The City and County agree that the Authority will transition to a ~~new~~ restructured governing Board, the actual transition, timing, and structure of which will be determined at a later date. The Authority will be responsible for seeking FAA review (and concurrence, if appropriate) of any transition plan developed by the Parties.

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

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

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

CITY

By_____
Richard L. Davis, Mayor

Attest: _____
Mary Cone, Clerk

COUNTY

By_____
Lawrence Schoen, Chairman

Attest: _____
JoLynn Drage, Clerk

AUTHORITY

By_____
Tom Bowman, Chairman

BLAINE COUNTY AIRPORT
ADVISORY COMMITTEE

By_____