

**RESOLUTION TO AMEND THE EVERETT-STEWART REGIONAL AIRPORT INTER-LOCAL AGREEMENT**

**WHEREAS**, on September 19, 2006, the Weakley County Commission adopted Resolution #2007-07, entering into an Inter-Local Agreement with Obion County creating the Everett Stewart Regional Airport Board; and

**WHEREAS**, on October 16, 2006, the Obion County Commission approved a Resolution entering into an Inter-Local Agreement with Weakley County creating the Everett Stewart Regional Airport Board that was inconsistent with the agreement passed by the Weakley County Commission; and

**WHEREAS**, the three inconsistent sections are as follows:

	<u>Weakley County</u>	<u>Obion County</u>
1	Page 5 & 6 Continue as current with the Airport Board responsible for all leases.	The OC Agricultural Committee be responsible for the negotiated leases of all tillable land owned by the Airport.
2	Page 8 The duration of this agreement is perpetual	Deleted the sentence.
3	Page 8 Not Included	Neither party can withdraw from Agreement until all financial responsibilities have been met.

**WHEREAS**, each County must agree on and approve an identical Inter-Local Agreement for the joint operation of a regional airport to become effective in accordance with §42-5-202, T.C.A.

**NOW, THEREFORE, BE IT RESOLVED** by the County Legislative Body of Weakley County, Tennessee, duly assembled in regular session on November 20, 2006 in Dresden, Tennessee, that the Inter-Local Agreement approved by the adoption of Resolution #2007-07 on September 19, 2006 be rescinded in its entirety.

**BE IT FURTHER RESOLVED** that the County Legislative Body of Weakley County, in accordance with Tennessee Code Annotated §42-5-202, adopt this Resolution creating the Everett Stewart Regional Airport Board and authorizing the Everett-Stewart Regional Airport to be operated in cooperation with Obion County, Tennessee in accordance with the Inter-Local Agreement attached hereto and made a part of this Resolution.

**BE IT FURTHER RESOLVED** that the County Mayor of Weakley County, Tennessee be and hereby is authorized to sign and execute said Inter-Local Agreement on behalf of the County after this Resolution becomes effective.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be recorded upon the minutes of this meeting by the County Clerk and a certified copy be sent to the County Clerk of Obion County.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect upon adoption, the public welfare requiring it.

**Pursuant To The Rules Of The Commission, This Resolution Is Sponsored By The Following Members Of The Weakley County Board Of County Commissioners:**

SPONSORED BY:

*[Signature]*  
ACKNOWLEDGED AND APPROVED:  
*[Signature]*  
Chrm, Personnel, Legislative & Intergov. Affairs

SPONSORED BY:

*[Signature]*  
ACKNOWLEDGED AND APPROVED:  
*[Signature]*  
Chrm, Hlth, Edu. & Economic Development

Motion made by Commissioner Westbrook that the foregoing resolution be adopted:

Motion seconded by Commissioner Owen

Upon being put to a roll call vote, Motion carried by a vote of 18 Yeas, 0 Nays,  
0 Passed and 0 Absent.

ATTESTED:

*[Signature]*  
Pat Scarbrough, County Clerk

APPROVED:

*[Signature]*  
Richard Phebus, Chairman

THIS THE 20th DAY OF NOVEMBER, 2006.

APPROVED:

*[Signature]*  
Houston W. Patrick, County Mayor

VETOED:

\_\_\_\_\_  
Houston W. Patrick, County Mayor

DATE:

11/22/06

STATE OF TENNESSEE WEAKLEY COUNTY  
I, the undersigned County Court Clerk do  
hereby certify that this is a true and correct  
copy of the original of this instrument filed  
in this cause.

DATE: \_\_\_\_\_

This 8 day of December 2005  
Pat Scarbrough, Clerk

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*Pat Scarbrough, Clerk*  
*By Aneta McDaniel*

# AGREEMENT TO ESTABLISH PARTNERSHIP REGARDING OPERATIONS OF THE EVERETT-STEWART REGIONAL AIRPORT

THIS AGREEMENT is entered into by and between the governing bodies of **OBION COUNTY, TENNESSEE**, and **WEAKLEY COUNTY, TENNESSEE**, hereinafter referred to as the Parties or the Governmental Entities.

## WITNESSETH:

WHEREAS, Obion County, Tennessee, currently owns and operates an airport known as Everett-Stewart Airport; and

WHEREAS, the parties have agreed that it is in the best interest of the residents of both Obion and Weakley Counties and economic development of the entire area that a jointly operated airport be established; and

WHEREAS, the parties have expressed a definite interest in entering into an inter-local agreement concerning the operations of Everett-Stewart Airport; and

WHEREAS, Tennessee Code Annotated §12-9-101, et. seq., authorizes public agencies to enter into inter-local cooperation agreements; and

WHEREAS, Tennessee Code Annotated §42-5-201, et. seq., authorizes public agencies to enter in an agreement for the joint operation of an airport and airport facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the payment of funds as provided herein, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide for joint management of an airport by Obion County, Tennessee, and Weakley County, Tennessee.

2. OWNERSHIP. The ownership of the property and facilities of the airport shall continue to be held solely by Obion County, Tennessee, including ownership of any and all improvements made to the property and facilities during the term of this agreement.

3. NAME. After execution of this Agreement, the name of the airport shall be "EVERETT-STEWART REGIONAL AIRPORT".

4. EVERETT-STEWART REGIONAL AIRPORT BOARD. It is agreed that the Everett-Stewart Regional Airport will be operated by a board which, in Obion County, will be nominated by the County Mayor and confirmed by the legislative body and, in Weakley County, will be nominated by the Chairman of the County Commission, after consulting with the County Mayor, and then confirmed by the legislative body. This board will be known as the Everett-Stewart Regional Airport Board, hereinafter referred to as the "Airport Board". The Airport Board will have seven (7) members, with four (4) members being appointed from Obion County, and three (3) members being appointed from Weakley County. At least one appointee from each county shall be a county commissioner.

Terms: Initially, two (2) of the appointees from Obion County will have one-year terms and two (2) members will have two-year terms. One (1) of Weakley County's appointees will have an initial one-year term and the other two (2) members will have two-year terms. At the end of the first one-year terms, new appointees will have two-year terms, thus creating staggering

terms. Vacancies shall be filled for the unexpired term of the vacating member by the governing body which appointed the individual creating the vacancy.

Officers. The Airport Board will elect a chairman, vice-chairman and a secretary-treasurer from the membership of the board. Board officials will serve for a one-year term and may succeed themselves. No more than two (2) officers may be from one county. The officers will have authority to co-sign checks, along with the Airport Manager.

Meetings. The Airport Board will establish the time, date and place for its regular meetings. Regular meetings will be held at least quarterly. Special meetings will be held at the call of the Chairman or upon written notice by a majority of the Board members. All meetings will be open to the public as required by law. The minutes of each meeting will be written and open for public inspection during normal business hours.

Quorum and Voting. A majority of the Airport Board will constitute a quorum for the purpose of conducting business. Action may be taken by the Airport Board upon a vote of not less than a majority of the board members present. The Airport Board shall adopt rules of procedure for its own operation and may amend such rules of procedure as deemed appropriate or necessary by the Board.

Compensation. The members of the Airport Board will serve without compensation except that members will be compensated for necessary expenses, including travel expenses, incurred by them in the discharge of their duties, as allowed by state policy.

5. FINANCIAL MATTERS. The parties agree that they will each annually contribute an equal amount per year, with said funds to be applied toward the annual operating

budget of the Everett-Stewart Regional Airport. Everett-Stewart's annual operating budget, as well as any expenditures in excess of the budget after it is adopted, must be approved by the governing bodies of both Weakley County and Obion County, and shared equally by the parties. The governmental entities will make quarterly payments to Everett-Stewart Regional Airport.

Joint Account Created. For the purpose of providing the Airport Board with monies for the necessary expenditures in carrying out the airport operations, a joint account (the "Joint Account") will be created and maintained. The annual operating monies appropriated by each party will be deposited into this Joint Account. Any federal, state or other contributions or loans and the revenues obtained from the operation of the Everett-Stewart Regional Airport, will also be deposited into this account. Two (2) signatures shall be required for any disbursement from the account.

Budget. The Airport Board must submit a balanced annual operating budget to each County legislative body sixty (60) days prior to the start the fiscal year. The local expenditures of the Airport Board in any fiscal year will be determined by the budget approved by the counties. No purchase or expenditure in excess of the sum allotted in the annual budget may be made by the Airport Board without the approval of the parties.

Purchases. The Airport Board shall adopt rules and regulations concerning the purchasing procedure for airport purchases and contracts. The procedure must provide for public advertisement and competitive bidding of major purchases and must conform with general laws concerning public purchases and contracts. Major purchases for purposes of this Agreement are purchases or contracts which exceed Five Thousand Dollars (\$5,000.00). Purchases or contracts

greater than Five Hundred Dollars (\$500.00), but less than Five Thousand Dollars (\$5,000.00), must be made based upon three (3) quotes whenever possible, but shall not require public advertisement.

Accounting and Reporting. The Airport Board must conduct its financial affairs and maintain its records according to sound accounting practices. The Airport Board must file a quarterly financial report with the parties.

Audit. An annual audit will be made for the purpose of ascertaining errors, irregularities or defaults. The audit will be made by the State Comptroller or a private certified public accountant.

6. OPERATION BY THE AIRPORT BOARD. Except as limited by this agreement, or by the state or federal laws or regulations, the Airport Board shall have the power to plan, acquire, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police the Everett-Stewart Airport, subject to the Minimum Standards presently in force at the airport, and which are incorporated herein by reference. The Airport Board may exercise, on behalf of the parties, all powers provided in Title 42, Chapter 5, Parts 1 and 2, of the Tennessee Code Annotated, with respect to the Airport, air navigation facility, airport hazard or navigation equipment, subject to the limitations of this Agreement and the limitations of Tennessee Code Annotated §42-5-204.

Contracts and Leases. In operating the airport, the Airport Board may enter into any contracts, leases, agreements, grants, or other arrangements, subject to the limitations of this Agreement or any limitations of any state or federal grants. These arrangements may be in common with others so long as the public is not deprived of its rightful use thereof. The Obion County #1

Agricultural Committee shall be responsible for negotiating leases of all tillable land owned at the #1 Airport. The day-to-day issues concerning the operations of farm property shall continue to be handled by the Airport Manager. The Airport Board shall continue to receive all income received from said farmland and any farm activities requiring expenditures on behalf of the airport will come from the Airport budget. It is agreed that all existing leases, including farm leases, shall be recognized and affirmed by the Obion County Agricultural Committee. Further, the Agricultural Committee will not enter into any leases which limit the Airport Board's authority to develop land for aviation purposes.

Charges, Rental and Fees. The Airport Board may establish the terms and conditions and fix the charges, rental or fees for the privileges, uses or services, and use of buildings or structures, which will be reasonable and uniform.

Management Contracts. The Airport is authorized to contract with a qualified person/company to manage the fixed base operations of the airport. The Airport Board will determine the consideration and conditions of the management contract, provided that the airport shall be operated as a public airport and the manager shall not enter into any contracts, leases or other arrangements without approval of the Board. The manager will take his or her direction from the Chairman of the Board. The Chairman will speak for the Board and convey the will and directions of the Board to the manager.

Other Operations. The Airport Board shall possess all authority granted under Tennessee Code Annotated §42-5-110 regarding the operation of the airport.

7. LIMITATIONS ON THE AIRPORT BOARD. Eminent Domain. Eminent domain proceedings may be instituted only by authority of the appropriate governmental entity, with the unanimous agreement of the parties and the recommendation of the Airport Board.

Disposal of Real Property. The Airport Board shall not dispose of any real property under its jurisdiction.

Rules and Regulations. No rule or regulation adopted by the Airport Board shall be inconsistent with, or contrary to, any act of the Congress of the United States, or the laws of this state, or any regulations or standards established pursuant thereto.

8. AIRPORT SURROUNDING LAND USE. The parties agree that it is in the public interest to prevent the creation of airport hazards and, therefore, agree that Obion County and, if necessary, Weakley County, shall proceed to adopt and enforce reasonable resolution(s) concerning use of lands surrounding the airport. The cost of preparing the land use resolution(s) shall be paid from the joint funds of the parties.

9. LIABILITY OF THE AIRPORT BOARD AND THE PARTIES. For purposes of the Governmental Tort Liability Act, Tennessee Code Annotated §29-20-101. et. seq., the Airport Board of the Everett-Stewart Regional Airport is declared to be a governmental entity, as defined in Tennessee Code Annotated §29-20-102(3). The members of the Airport Board are declared to be immune from suits arising from the conduct of the members of the Board, as provided in Tennessee Code Annotated §29-20-201, except when such conduct amounts to willful, wanton or gross negligence. The liability limits, in civil cases arising out of the operation of the Everett-Stewart Airport, shall be as provided by Tennessee Code Annotated §29-20-403. Recovery, in any

one occurrence, is limited to a single application of the liability limits established in Tennessee Code Annotated §29-20-403, and the liability limits of the individual participating governmental entities will not be stacked or combined in any way that would create potential for greater recovery.

The Airport Board is authorized to employ legal counsel or to utilize the services of an attorney or the attorneys of the individual parties. If the legal services of an attorney retained by one of the parties are to be used, the Airport Board must first obtain the agreement of that party. If the anticipated cost of necessary legal services is not indicated in the budget of the Everett-Stewart Regional Airport, then the parties shall share the cost of such services equally and shall fund the airport budget for the cost thereof. The Airport Board is also authorized to obtain insurance, as deemed necessary, which cost shall be funded by the parties as a part of the budget.

10. AMENDMENT AND TERMINATION OF AGREEMENT. Duration and Amendments. Amendments to the Agreement must be approved by the governing body of each participating governmental entity. *\* The duration of this Agreement is perpetual. #2*

Withdrawal by a Party. A participating governmental entity may withdraw from the Agreement at any time provided that it gives ninety (90) days written notice to the other party, and provided that such notice must be given prior to June 30 of the year in which a withdrawal occurs. Neither party may withdraw from this Agreement until all financial commitments have been *#3* satisfied regarding any projects or improvements commenced are completed. A withdrawing party shall not be compensated or reimbursed for its contributions to the Joint Fund.

Parties Ceasing to Make Contribution. If either party to this Agreement ceases to make its contribution to the annual operating budget of the Everett-Stewart Regional Airport, this Agreement shall be null and void.

11. EFFECTIVE DATE. This Agreement shall take effect after its terms have been approved by the governing bodies of both governmental entities which are a party hereto.

IN WITNESS WHEREOF, Obion County, Tennessee and Weakley County, Tennessee have caused their duly authorized representatives to execute and deliver this Agreement on the 15<sup>th</sup> day of December, 2006.

**OBION COUNTY, TENNESSEE**

BY: Benny McGuire  
Benny McGuire, County Mayor

ATTEST:

Vollie Boehms  
Vollie Boehms, County Clerk



**WEAKLEY COUNTY, TENNESSEE**

BY: Houston Patrick  
Houston Patrick, County Mayor

ATTEST:

Pat Scarbrough, County Clerk

Pat Scarbrough