

## ORDINANCE 21-14

**AN ORDINANCE OF THE CITY OF RICHMOND ENTERING INTO AN INTERLOCAL AGREEMENT RELATING TO A LOCAL AIR BOARD FORMED PURSUANT TO KRS 183.132 MADE BY AND BETWEEN EASTERN KENTUCKY UNIVERSITY, THE MADISON COUNTY FISCAL COURT, THE CITY COMMISSION OF THE CITY OF RICHMOND, AND THE CITY COUNCIL OF THE CITY OF BERE A**

This Interlocal Agreement (IA), made pursuant to the authority of the Interlocal Cooperation Act (KRS 65.210 to 65.300), is entered into by and between Eastern Kentucky University (University), Madison County Fiscal Court (Madison County), the City Commission of the City of Richmond (Richmond), and the City Council of the City of Berea (Berea). The entities may also be referred to herein individually as “Party” or collectively as “Parties.”

**WHEREAS**, in July 1971, the Madison Airport Board, Inc., (Airport Board) was established by the execution of Articles of Incorporation (Articles) by its incorporators, Howard L. Colyer, Herman N. Benton, and Dormane E. Crabtree;

**WHEREAS**, in August 1971, the Articles were filed in the offices of the Secretary of State of the Commonwealth of Kentucky and the Madison County Clerk;

**WHEREAS**, in October 2011, a Joint Resolution between Madison County, Richmond, and Berea was entered into to establish the Airport Board as a local air board pursuant to KRS 183.132;

**WHEREAS**, in March 2021, House Bill (HB) 158 (2021) was passed by the Kentucky General Assembly, signed by the Governor of Kentucky, and revised KRS 183.132 to permit the University, which is a state university operating an aviation degree program approved by the Council on Postsecondary Education under KRS 164.020, to be a constituent party to the Air Board and to nominate for appointment thereto two (2) members;

and,

**WHEREAS**, the Parties believe it to be in the public interest for the University to become a constituent party to the Air Board and, accordingly, desire for the University to become a constituent party to the Air Board; and,

**NOW, THEREFORE**, in consideration of the above recitals and the benefits derived by the Parties, the Parties agree as follows:

**SECTION 1: EFFECTIVE DATE**

This IA shall be effective upon approval and execution by the Parties; KRS 183.132, as amended by HB 158 (2021), becoming law in the Commonwealth of Kentucky; approval of the Kentucky Attorney General as required by KRS 65.260; and, the filing of a certified copy with the Kentucky Secretary of State, pursuant to KRS 65.290.

**SECTION 2: PURPOSE**

This IA formalizes the intent of Madison County, Richmond, and Berea to allow the University to be a constituent party to the Air Board as permitted by KRS 183.132, as amended by HB 158 (2021).

**SECTION 3: TERM**

This IA shall continue in full force and effect unless terminated according to the provisions in Section 8 of this IA.

**SECTION 4: AIRPORT BOARD MEMBERSHIP**

1. As set forth in the October 2011 Joint Resolution between Madison County, Richmond, and Berea, the Airport Board shall continue to be named the “Madison County Airport Board” and to operate as a body politic with all corporate attributes, including the ability to sue and be sued, contract and be contracted with, and do all

things reasonable or necessary to effectively carry out the duties prescribed by Kentucky law.

2. With the adoption of the IA, Madison County, Richmond, and Berea hereby allow the University to be a constituent party to the Air Board, as permitted by KRS 183.132, as amended by HB 158 (2021).
3. As of the date this IA becomes effective, the membership of the Airport Board shall be increased from six (6) to eight (8) members and shall be jointly chosen by the Madison County Judge Executive, Richmond Mayor, Berea Mayor, and University's Board of Regents.
4. As required by KRS 183.132, two (2) of the eight (8) Air Board members shall be nominated for appointment by the University with one (1) appointee serving a two (2) year term and one (1) appointee serving a four (4) year term. The initial two (2) year appointment shall revert to a four (4) year appointment cycle following completion of the initial two (2) year term. Prior to nominating an individual for appointment to the Airport Board, the President of the University shall submit such nomination to the University's Board of Regents for consideration and confirmation.
5. The current membership of the Airport Board, including officers and existing member terms, shall not be affected by this IA; however, any vacancies on the Airport Board, including vacancies that exist related to the two (2) additional members to be nominated for appointment by the University, that exist as of the Effective Date, as set out in Section 1 of this IA, shall be filled within thirty (30) days of such Effective Date.

## **SECTION 5: EXECUTION IN COUNTERPARTS**

This IA may be executed in several counterparts, each of which shall be regarded as an original and all of which together shall constitute one and the same agreement.

**SECTION 6: AMENDMENT**

This IA may be amended only by an instrument in writing which explicitly states that it amends this IA and is jointly agreed to and signed by the Parties. Said amendment shall be filed with the Kentucky Secretary of State.

**SECTION 7: TERMINATION**

This IA may only be terminated with the joint approval and written consent of all Parties; however, a Party may withdraw from this IA by giving ninety (90) days written notice to all remaining Parties. Pursuant to KRS 183.132, a Party that withdraws from this IA shall not be entitled to the return of any moneys or property advanced to the Airport Board.

**SECTION 8: ASSIGNMENT**

No Party may assign its rights or interests in this IA without the joint approval and written consent of all Parties.

**SECTION 9: GOVERNING LAW**

This IA shall be subject to, interpreted by, and enforced in accordance with the laws of the Commonwealth of Kentucky.

**SECTION 10: SEVERABILITY**

If any provision of this IA is found unconstitutional or in conflict with any applicable statute or rule of law, or is otherwise held unenforceable, the invalidity of any such provision shall not affect the remaining provisions of this agreement.

**SECTION 11: COMPLETE AGREEMENT**

This IA represents the entire understanding and agreement reached between the Parties, and all prior covenants, agreements, presentations and understandings are merged herein.

**IN WITNESS WHEREOF**, the Parties sign this Interlocal Agreement as of the date KRS 183.132, as amended by HB 158 (2021), becomes law in the Commonwealth of Kentucky.

This Ordinance shall be effective immediately upon its enactment following second reading, and publication in accordance with the requirements of applicable Kentucky law.

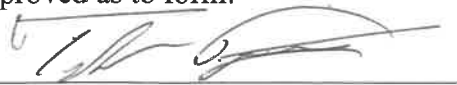
**DATE OF FIRST READING:** June 09, 2021  
**MOTION BY:** Commissioner Arnold  
**SECONDED BY:** Commissioner McDaniel

**DATE OF SECOND READING:** June 22, 2021  
**MOTION BY:** Commissioner Newby  
**SECONDED BY:** Commissioner Arnold

<b>VOTE</b>	<b>YES</b>	<b>NO</b>
Commissioner Arnold	x	
Commissioner Brewer	x	
Commissioner McDaniel	x	
Commissioner Newby	x	
Mayor Blythe	x	

  
\_\_\_\_\_  
Mayor Blythe

ATTEST:   
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
City Attorney, Tyler Frazier