

**RESOLUTION NO. 4215**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH CUSTER COUNTY, MONTANA FOR THE JOINT OPERATION OF AN AIRPORT AT FRANK WILEY FIELD**

*WHEREAS*, §60-10-204 MCA grants the City of Miles City and Custer County, Montana the power to enter into a joint agreements for the operation of airports;

*AND WHEREAS* the City of Miles City and Custer County, Montana have been operating a joint airport at Frank Wiley Field in Custer County, Montana pursuant to a written agreement;

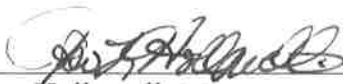
*AND WHEREAS* such agreement has expired by its terms;

*AND WHEREAS*, the City of Miles City and Custer County, Montana desire to now renew such agreement for the operation of a joint airport at Frank Wiley Field in Custer County, Montana.

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA:**

It does hereby authorize, adopt and ratify the *Agreement for Joint Action*, attached hereto as Exhibit "A" and made a part hereof, between the City of Miles City, Montana and Custer County, Montana, and the Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement for Joint Action on behalf of the City of Miles City and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 27<sup>TH</sup> DAY OF NOVEMBER, 2018.**

  
\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

  
\_\_\_\_\_  
Lorrie Pearce, City Clerk

## EXHIBIT "A"

### Agreement for Joint Action

THE AGREEMENT, made in duplicate this 27<sup>th</sup> day of November, 2018, by and between Custer County, a body politic and corporate, and the City of Miles City, Montana, a municipal corporation. The effective date of this agreement shall be July 1, 2018.

WITNESSETH: Whereas, the parties hereto have each, by resolution duly adopted, authorized that an agreement be entered into between the parties hereto for joint action as to the maintenance, operation, regulation and use of Frank Wiley Field, pursuant to the provisions of Title 67, Chapter 10, Montana Code Annotated.

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties hereto through the maintenance, operation, regulation and use of said airport, it is hereby agreed by and between the parties hereto that each of the parties shall bear the expenses of maintenance, operation, regulation and protection in proportion to the ratio that a one and one-half (1.5) mill levy by each of said parties will derive.

IT IS FURTHER AGREED, that the term of this agreement shall continue for a period of one (1) year from the effective date of this agreement (the "initial term"), or until terminated by mutual agreement of the parties hereto, unless otherwise voided by operation of law. This agreement shall automatically renew for one year terms, unless and until either part provides thirty (30) days written notice to the other party, prior to the expiration of the initial or any renewal term. That the title to said airport, both real and personal, shall be and remain in the City of Miles City. That each of the parties hereto shall have equal right and use of the facilities and privileges of said airport. That the cost and expense of any permanent fixtures therein shall be borne by the City of Miles City.

The joint board shall be created by the parties hereto to consist of five (5) members. Each governing body shall select one of its own members as a member of the joint board. The remaining members of the joint board shall be selected by the joint action of said governing bodies. Appointment of persons to the joint board by the parties shall be conducted according to the appointment process of each governing body.

The term of the members of the joint board shall be for three years. Staggered expiration of terms of joint board members may be established by specifying the expiration of the term of each joint board member appointed at the time of such appointment. The selection of staggered terms of members shall be drawn by lot. The term of a member from one of the governing bodies shall be no longer than the term of office of that member in the governing body. No compensation shall be allowed the members thereof. Provided, however, that said members shall be allowed actual expenses necessarily incurred in the performance of their duties. The joint board shall have all such powers, and shall perform all duties as are provided by law.

**EXHIBIT "A"**

A joint fund shall be created and maintained into which shall be deposited into each of the parties hereto. The City Treasurer shall act as depository of said joint fund and make such disbursements in form of claims duly approved by the Board.

In the event either party hereto desires to terminate this agreement, notice of such intention in writing must be given to the other party at least ninety days prior to the end of the fiscal year, and upon termination of this agreement title to all the property, both real and personal, shall belong to and be vested in the City of Miles City, together with the facilities and privileges jointly owned.

If at any time during the continuance of this agreement and said parties shall deem it necessary to make any alteration in any clause, matter or thing herein contained for the more advantageous or satisfactory management of said airport, it shall be lawful for them to do so by any writing under their joint hands endorsed on this agreement and all such alterations and amendments shall be adhered to and have the same effect as if the same had been originally embodied in and formed a part of this agreement.

This agreement is made and executed in all respects in the accordance with the provisions of Title 67, Chapter 10, Montana Code Annotated, for the purpose of jointly operating the airport referred to herein, and so far as applicable the provisions of said law are made a part thereof.

All previous agreements between the parties pertaining to joint action with respect to the airport are revoked upon execution of this agreement.

IN WITNESS WHEREOF, the said parties have caused their corporate names to be subscribed and their corporate seals to be affixed, by their proper officers hereunto duly authorized, on the day and year first above written.

THE CITY OF MILES CITY, MONTANA

CUSTER COUNTY, MONTANA

BY:   
It's Mayor

BY:   
It's Commissioner

ATTEST:   
City Clerk

ATTEST:   
County Clerk & Recorder