

Intergovernmental Agreement

This Intergovernmental Agreement, is made between the Board of County Commissioners of Moffat County, Colorado, (hereinafter "County") and the City of Craig, Colorado (hereinafter "City").

Recitals and Definitions:

- A. The Airport refers to certain lands described in Exhibit A, attached, and certain improvements thereon, commonly known as the Craig-Moffat County Airport (hereinafter the "Airport").
- B. The Airport is owned equally by the parties.
- C. The parties are signatories to documents entitled "Operating Agreement and Authority for the Craig-Moffat Airport" executed by City on March 30, 1983 and executed by the County on March 29, 1983; and "Agreement and Lease" executed by the City January 3, 1984 and by the County on January 10, 1984. By execution of this Intergovernmental Agreement, the above mentioned agreements are considered null and void.
- D. The operation and control of the Airport includes the possibility of negotiating leases, licenses, concessions, or other business relationships and agreements with third parties (hereinafter collectively called "Leases") whose operative terms will or may extend beyond the operative term of this agreement (or any extension hereof).
- E. The County has been operating the Airport since January 1, 1984, and has been solely responsible for all expenses for the operation, maintenance and improvements of the Airport since 1996.

NOW THEREFORE, for and in consideration of the above Recitals and the mutual promises, covenants and agreement of the parties, AGREE:

- 1. The County, through the Board of County Commissioners, shall continue to operate, maintain and control all aspects of operations, maintenance and improvements of the Airport, and in doing so; the County must be able to negotiate Leases, and those who deal with the County must be assured that such leases will be honored. The County will manage the Airport in such a manner as to maximize potential revenues as much as is reasonably possible.
- 2. The County, through the Board of County Commissioners, shall apply for and maintain all Federal Aviation Administration and Colorado Department of Transportation grants, loans and airport funds administration documents for the Airport.
- 3. The County will submit expense and revenue reports to the City on a monthly basis. The County will invoice the City quarterly for its share of the airport operating and personnel expenses. The City will pay the invoices within thirty (30) days of receipt.
- 4. Creation of the Airport Advisory Board: The Airport Advisory Board shall consist of five (5) members to act in an advisory role to the Board of County Commissioners and City Council. Two (2) of the members shall be appointed by the Board of County

Commissioners; two (2) members shall be appointed by the City Council, of which one shall be a member of the City Council; and one (1) member shall be mutually agreed upon by both parties. One (1) member of the Board of County Commissioners will serve as the Ex-Officio to the Advisory Board as a non-voting member.

- a. Term of Office shall be for three (3) years with appointments being staggered over the three (3) year term;
 - b. The membership of any member who fails to attend three (3) consecutive scheduled meetings without due cause shall automatically terminate;
 - c. Board vacancies shall be filled pursuant to the provisions of paragraph 6 herein.
5. Duties of the Advisory Board: In addition to any other duties stated herein, the Advisory Board shall:
- a. Provide general advice to the Board of County Commissioners and the City Council;
 - b. As needed, prepare additional policies, rules or regulations for the safe and efficient operation of the Airport and make recommendations to the Board of County Commissioners for their consideration and approval;
 - c. Review the Master Plan for the Airport every five (5) years and present this information with the proposed budget for the Airport;
 - d. Each year, at the September meeting, the Airport Manager shall submit a proposed budget for the consideration of the parties. The parties and the Advisory Board may meet and consult together to determine the final budget;
 - e. From time to time, an evaluation shall be made of the possible items of revenue from the Airport. Specifically, but not by way of limitation, these may include tie-down, hangar, and registration fees. It shall be appropriate to consider whether the facility or equipment used is owned and/or maintained by the parties hereto or whether it is owned or independently leased by the person, firm or corporation utilizing it. The Advisory Board and the parties should look to all facts and circumstance in determining what such fees, charges and rates should be so that they are equitable, both as between the business operators, concessionaires or lessees and the public but also as between competing businesses operating on the Airport.
6. Continuity of and Vacancy on Advisory Board: Upon the passage of the appropriate resolution or ordinance by the parties and the execution of this agreement, the existing members of the Advisory Board shall continue in their appointment to the Advisory Board being deemed the appointee of the party who originally appointed such person. In the event of a vacancy on the Advisory Board, the appropriate party shall recommend the name of a person, or persons, to fill such vacancy, but the appointment shall be made by the City or the County depending on the available seat. Appointments to fill vacancies shall be for the unexpired term of the member creating the vacancy, and all new members shall be appointed for a term of three years (3) years. Terms shall be staggered.

7. Minutes of the Advisory Board: The Advisory Board shall cause accurate minutes to be maintained concerning its acts and recommendations. Copies of these minutes shall be submitted to the Advisory Board for consideration at their next regular meeting.
8. Term of the Intergovernmental Agreement: This agreement shall begin on the 1st day of January, 2020, and shall continue for five (5) years with an option to renew for an additional five (5) years thereafter.
9. Purpose of Agreement: The County shall use, keep and maintain the Airport as and for a public airport facility and if, at any time during the term of this agreement, the Airport shall cease to be so used. then and in that event. this lease shall terminate and be of no further force and effect.
10. Hold Harmless: During the period of this Agreement, the County shall keep and maintain the Airport and hold the City harmless from any and all claims, actions and demands of any kind or nature arising out of the operation and maintenance of the said Airport for the purposes herein stated. During the period of this Agreement, the City shall hold harmless the County for any and all claims, actions and demands of any kind or nature arising out the operation and maintenance of the said Airport for the purposes stated herein.
11. Ratification of Leases: The County shall have the power to negotiate and execute Leases.
12. Exclusion Concession or Use: As to any facility or improvement at the airport, the same shall be dedicated and used for the benefit of the public as a whole and although the same may be leased to a business, such lease shall specify the services offered by such business and using such facility of improvements shall be available to the public at large. As to the Airport as a whole, no exclusive concession, license or lease agreement may be granted to any business.
13. County Airport Funds: All funds derived from the operation of the Airport, together with the share of the budget to be contributed by the parties shall be credited to the County Airport Fund, and all charges for the operation, maintenance and capital of the Airport shall be paid from said fund. Note: Capital portion of fund to commence in the year 2005.
14. Guidelines and Goals: The parties desire that the Airport be a credit to the City and the County, and its facilities be available to the public for the greatest number of hours and for the largest number of needs consistent with the profitability of the operator, business, licensee or lessee. The parties recognize the legitimate public need for encouraging these objectives. The Advisory Board shall use all its best efforts to encourage and further the availability of all aviation required services, both for the public at large and also for general aviation and commercial air carrier service, if possible.
15. Rules and Regulations: The Advisory Board shall consider and recommend to the parties the adoption of rules and regulations for the operation of the Airport. After adoption, the Board of County Commissioners shall strictly enforce the provision of this agreement and all such rules and regulations.
16. Approval of Improvements: The Advisory Board shall review and make recommendations to the Board of County Commissioners and the City Council prior to construction, improvements and additions made on the Airport, and shall specify and prescribe the type

of improvements allowed to be constructed on the property. The Board of County Commissioners shall have final authority with respect to improvement after input from the Advisory Board and the City.

17. Notices: Any notice required hereunder shall be in writing and shall be mailed or hand delivered to each of the following addresses, directly to the attention of the person indicated or such person as may hereafter be indicated:

If to City:

City of Craig
Attn: City Manager
300 West Fourth Street
Craig, CO 81625

If to County:

Board of County Commissioners
Moffat County
221 West Victory Way, Suite 130
Craig CO 81625

Either party may change the name or address, above, by written notice to the other. Notice shall be effective two (2) days after the same has been deposited, certified, and postage prepaid in the United States mail.

18. Ownership of Improvements: During the term of this Agreement, the County may choose to improve, expand, remodel or otherwise modify the existing improvements owned by the parties located upon the Airport. It may also choose to construct additional improvements. However, should the County elect to do so; all such improvements shall be the jointly owned property of the parties.
19. Intergovernmental Cooperation: This agreement is being entered into and approved by the respective elected representatives of each of the parties hereto, and is authorized as an Intergovernmental Agreement by Article XIV, Section 18, Colorado Constitution, and C.R.S. 29-1-201, et, seq., thereby conferring upon the County the full authority to perform the essential public service required by this agreement.
20. Termination: Either party may terminate this agreement if the other party materially breaches the provisions of this agreement, including but not limited to, failure to make payments due and owed to the other party. The party who wishes to terminate shall give the other party thirty (30) days written notice of its intent to terminate.
21. Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment

of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

22. Inspection: The City shall have the right to inspect the Airport and the improvements thereon at reasonable times.
23. Payment/Reimbursement: The City will reimburse the County one-half of all actual costs for operations, maintenance and improvements of Airport on a quarterly basis. Payment will be made to Moffat County, 221 W Victory Way, Craig, CO 81625.
24. Binding Agreement: This agreement shall be binding upon the parties and their successor in interest.

IN WITNESS WHEREOF, the parties have hereunto set their hands and official seals the day and year reflected adjacent to their respective executions.

City of Craig, Colorado
A Municipal Corporation

By: _____
Mayor of the City of Craig

Date

ATTEST:

Clerk of the City of Craig, Colorado

Date

Board of County Commissioners
Of the County of Moffat, State of Colorado

By: _____
Chair

Date

ATTEST:

Clerk of the Board of County Commissioners

Date

Exhibit A

Craig-Moffat Airport
Legal Description of Airport Property

A parcel of land lying in the N1/2 of Section 7 and the N1/2 of Section 8, all in T6NR90W of the 6th Principal Meridian, Moffat County and being more particularly described as follows:

Beginning at the NW corner of said Section 7; thence along S0001 3'37"E, 2395.40 feet to the north right-of-way line of State Highway No. 394; thence along said right-of-way line S71°58'49"E, 517.92 feet; thence S76°11'51"E, 221.58 feet; thence S85°10'14"E, 200.82 feet; thence S89°42'27"E, 395.42 feet; thence S00002'12"W, 0.51 feet; thence S89°41'28"E, 1337.57 feet; thence S89°41'28"E, 2674.08 feet to the East edge of Section 7; thence S89°55'17"E, 2709.44 feet; thence N01 002'1 5"W, 639.5 feet; thence N89°52'46"E, 1338.06 feet; thence N01 °15'31 "W, 1094.60 feet; thence S82°59'31 "W, 4818.95 feet; thence N43°33'04"W, 199.15 feet; thence S85°21'35"W, 1210.27 feet; thence S89°17'06"W, 559.37 feet; thence N00°01'27"E, 2770.97 feet; thence N89°53'03"W, 1340.30 feet; thence S00°08'08"E, 1318.31 feet; thence along N89°53'44"W, 1314.38 feet to the point of beginning.

Contains 390.56 acres