**GRAND COUNTY AIRPORT BOARD**
**REGULAR MEETING**
**AGENDA**

**May 15, 2023 @ 5:00 p.m.**
**County Commission Chambers, 125 E. Center Street**
**Moab, UT 84532**

Join Zoom Meeting
https://us02web.zoom.us/j/85853116757?pwd=WmpYU0tYN0xPNS9ibEgyM1liR21UQT09
To join by phone: Dial (669) 900-6833 Meeting ID: 858 5311 6757 Passcode: 528365

A. Call to Order

B. General Business

1. Approve minutes of April 17, 2023 (Regular meeting)
2. Safety Report / Director's Report - April 2023
3. Airport Monthly Data Report - April 2023

C. Citizens to be Heard

D. Discussion Items:
1. Project Reports
    a. SRE Building – Wall beams in place
    b. Terminal Modification – RSEDS installed and operational – TSA in training
    c. ALP Update – Draft out for review by FAA
    d. 2023 Fencing project – survey work last week
    e. ARFF truck repairs – No new issues
2. Rent Study – AMCG working on modifying the zones
3. Virtower Data

E. Action Items: Discussion and Consideration (some for Recommendation to County Commission with approvals subject to limitation)

1. Approving lease with Redtail Air for Hangar B (Redtail signed).
2. Approving Ground Lease for new FBO building.
3. Approving possible locations for Airport Garage Company.
4. Discussing intermittent food truck visits (not a lease), "Texas Tacos": rates, terms, parking location, versus food truck with a lease.
5. Reviewing recently adopted Resolution 3347 (Board Appointment Process) and Ordinance 674 (Adoption of Board By-Laws Process).

F. Reports:

1. County Commission
2. City of Moab
3. Travel Council
4. Solar Committee
5. Other reports for Airport Board

G. Future Considerations

   CIB request for parking lot funding

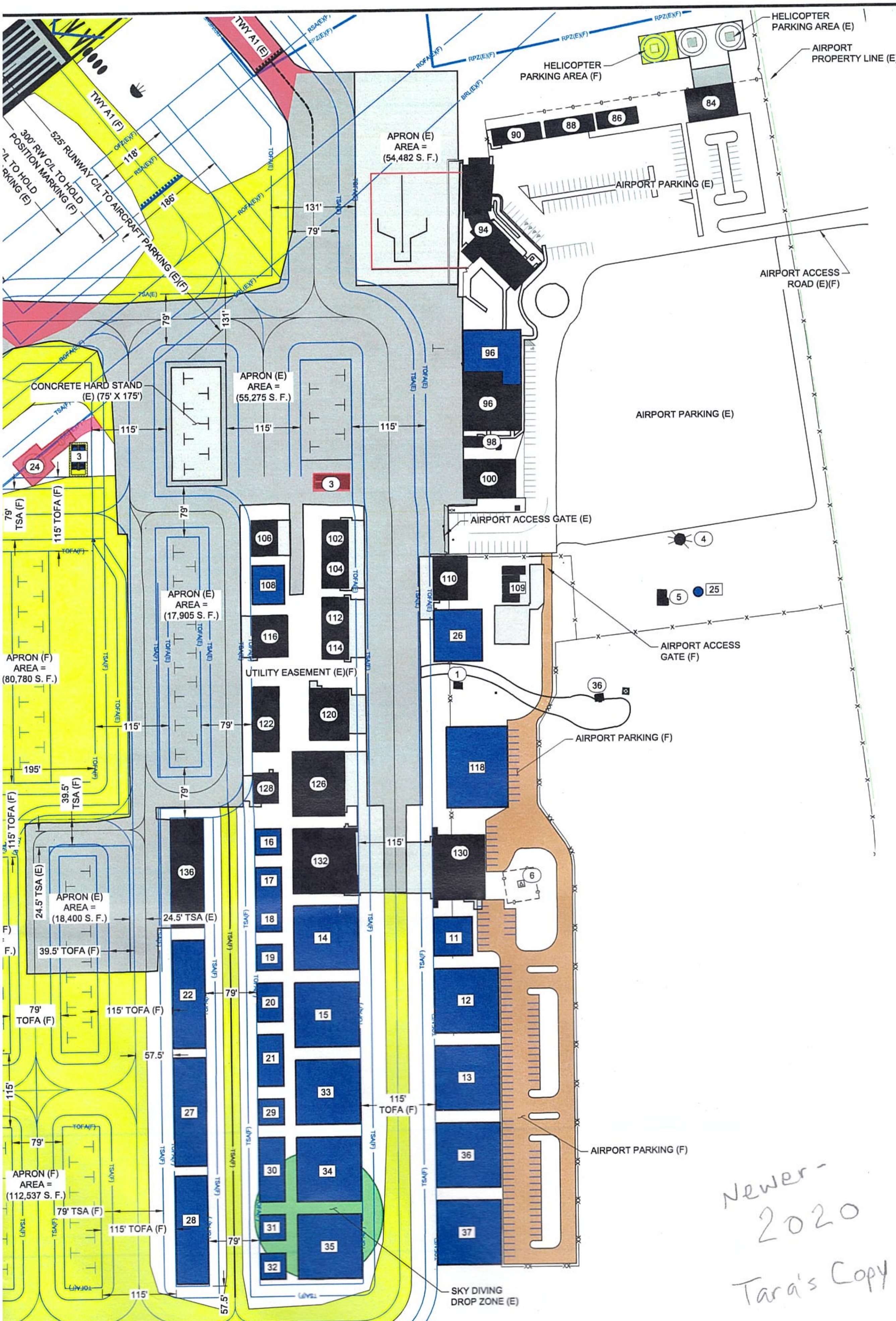
   EV charger grant – Bill Winfield

H. Closed Session, if necessary

I. Adjourn

Those with special needs requests wishing to attend Airport Board meetings are encouraged to contact the County two (2) days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. Requests, or any questions or comments can be communicated to: (435) 259-1346.

Posted by: Tara Collins
at the County Commission Chambers __________ Date __________ Time




Newer- 2020

Tara's Copy

ARMSTRONG
PLANNING ENGINEERING CONSTRUCTION
GRAND JUNCTION, CO: 970.242.0101
DENVER, CO: 303.296.4949
PHOENIX, AZ: 602.803.7079
ALBUQUERQUE, NM: 505.508.2192
www.armstrongconsultants.com

# CANYONLANDS FIELD
## GRAND COUNTY, UTAH
## AIRPORT LAYOUT PLAN

| No. | Project No. | Date | Revision / Description | File | Drwn. | Chkd. | Apprvd |
|---|---|---|---|---|---|---|---|
| 2 | 196524 | 09/2020 | AS-BUILT AIP 032 | 6524503 | GWK | JZP | JZP |
| 1 | 166393 | 05/2019 | AS-BUILT - AIP's 030 & 031 | 6393503 | LKB | JZP | JZP |
| 0 | 146251 | 09/2015 | ORIGINAL ISSUE | 6251503 | GWK | JMR | JZP |

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TERMINAL AREA DRAWING

Sheet: 4 of: 17

# CANYONLANDS REGIONAL AIRPORT

# GRAND COUNTY, UTAH

SPONSOR APPROVAL
DRAFT
GRAND COUNTY, UTAH — DATE

## AIRPORT LAYOUT PLAN

PREPARED BY:

ARMSTRONG CONSULTANTS, INC.

AIP No. 3-49-0020-042-2022

ACI No. 226796

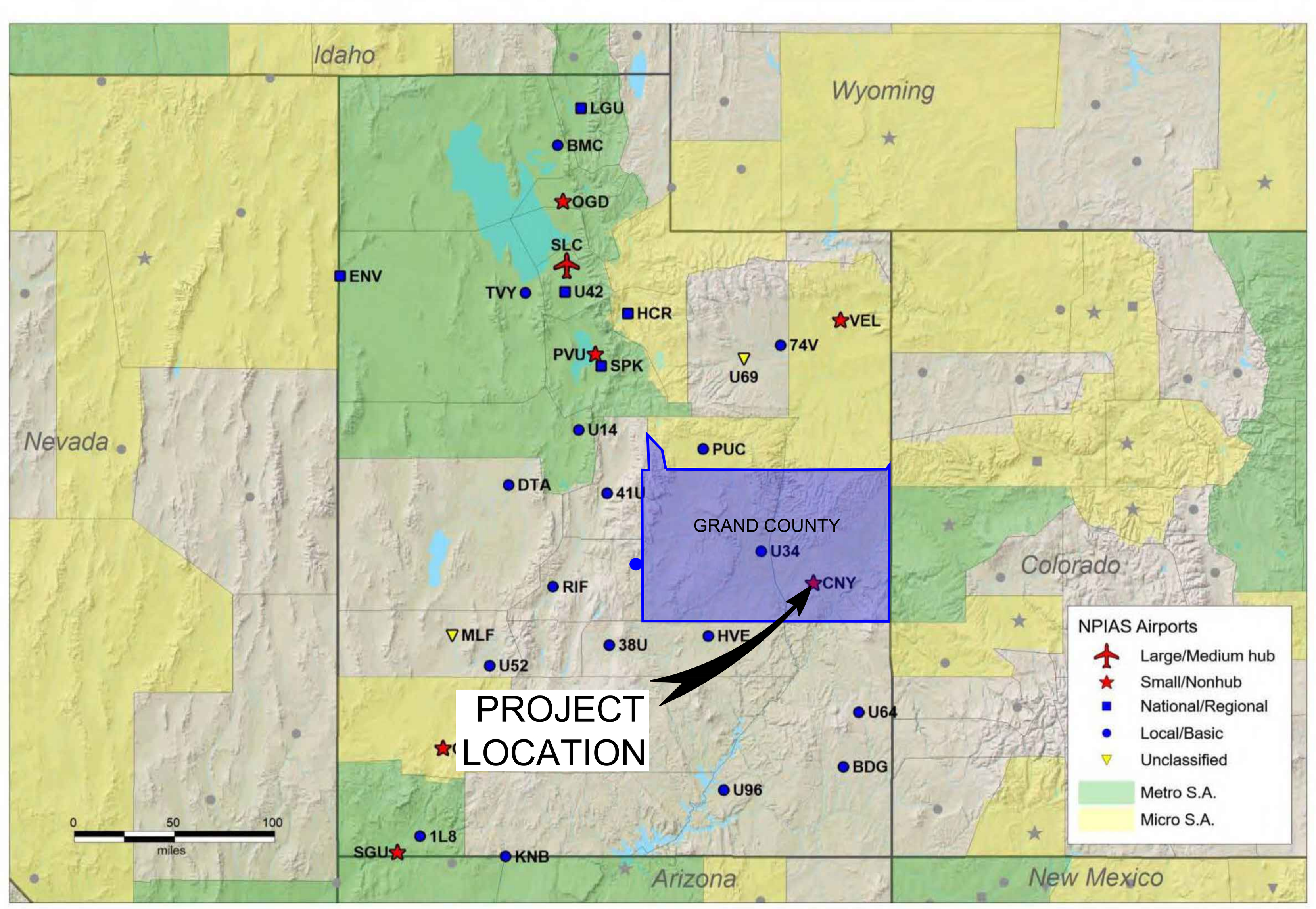
MAY 2023

INDEX TO SHEETS

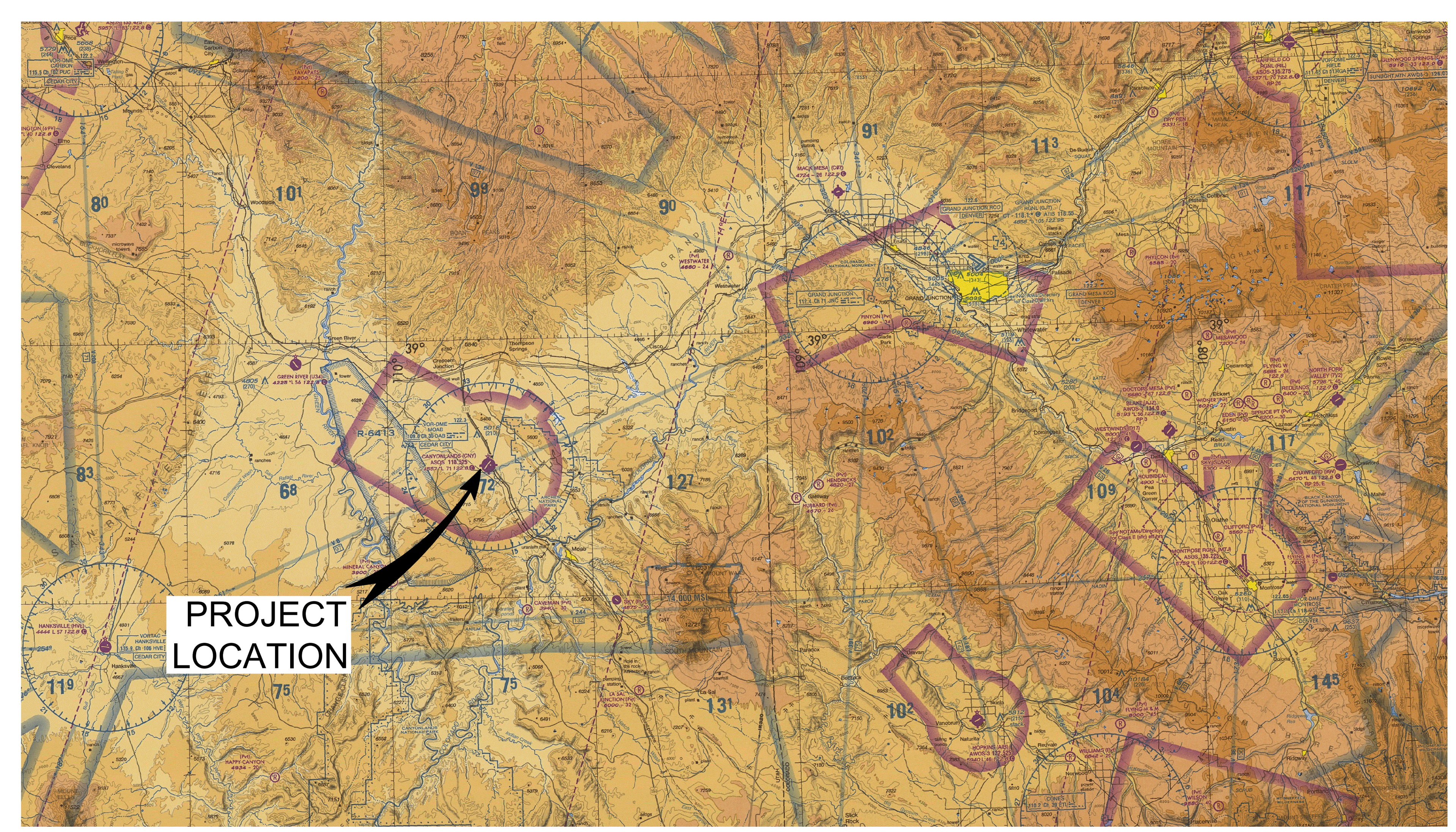


(E = EXISTING, F = FUTURE)

Utah




LOCATION MAP




VICINITY MAP

| No. | Project No. | Date | Revision / Description | File | Drwn. | Chkd. | Apprvd. |
|---|---|---|---|---|---|---|---|
| 0 | 226796 | 05/2023 | ORIGINAL ISSUE | 6796501 | RA | JPH | JZP |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ARMSTRONG
A LOCHNER COMPANY

# AIRPORT FACILITIES LIST

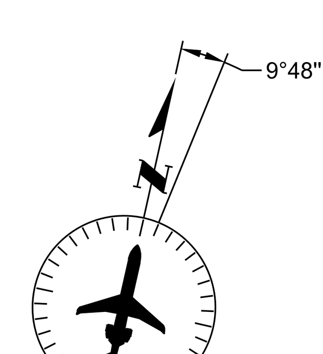
| NO. | FACILITY DESCRIPTION | TOP ELEV. (MSL-EST.) | NO. | FACILITY DESCRIPTION | TOP ELEV. (MSL-EST.) |
|---|---|---|---|---|---|
| 1 | ELECTRICAL VAULT | - | 86 | * PARKING GARAGE | 4571' |
| 2 | RCO BUILDING | - | 88 | * PARKING GARAGE | 4571' |
| 3 | FUEL TANK | 4578' | 90 | * PARKING GARAGE | 4571' |
| 4 | BEACON | 4619' | 94 | * TERMINAL / FBO | 4583' |
| 5 | PUMP HOUSE | 4583' | 96 | * BOX HANGAR | 4594' |
| 6 | ELECTRICAL SUBSTATION | 4568' | 98 | * WASH BAY | 4580' |
| 7 | LIGHTED WIND CONE WITH SEGMENTED CIRCLE | 4578' | 100 | * BOX HANGAR | 4591' |
| 8 | VOR / DME | 4561' | 102 | * BOX HANGAR | 4596' |
| 9 | ASOS | 4591' | 104 | * BOX HANGAR | 4596' |
| 10 | SUPPLEMENTAL WIND CONE | 4554' | 106 | * BOX HANGAR | 4585' |
| 11 | REIL's | - | 108 | BOX HANGAR | 4587' |
| 12 | PAPI's | - | 109 | FUEL FARM / FUEL PUMP | - |
| 13 | AIRCRAFT PARKING | - | 110 | * ARFF STATION | 4594' |
| 14 | VEHICLE PARKING | - | 111 | * SRE BUILDING | 4587' |
| 15 | WASH BAY | - | 112 | * BOX HANGAR | 4589' |
| 16 | WATER TANK | 4586' | 113 | BOX HANGAR | 4595' |
| 17 | STORAGE/PARKING GARAGE | 4588' | 114 | * BOX HANGAR | 4589' |
| 18 | T-HANGAR | 4578' | 116 | * BOX HANGAR | 4582' |
| 19 | BOX HANGAR | 4579' | 118 | BOX HANGAR | 4595' |
| 20 | BOX HANGAR | 4594' | 120 | *BOX HANGAR | 4585' |
| 21 | HELICOPTER PARKING | - | 122 | * BOX HANGAR | 4580' |
| 22 | VTOL PARKING | - | 126 | * BOX HANGAR | 4592' |
| 23 | SOLAR FARM | - | 128 | * BOX HANGAR | 4579' |
| 24 | CORPORATE/FBO/DEVL. | - | 130 | * BOX HANGAR | 4588' |
| 84 | * PINNACLE HELICOPTERS HANGAR | 4585' | 132 | * BOX HANGAR | 4591' |
| | | | 136 | * T-HANGAR | 4581' |

EXISTING FUTURE

* ELEVATIONS ARE FROM SURVEY
(ALL OTHERS ARE ESTIMATED)

# LEGEND

| EXISTING | FUTURE | DESCRIPTION |
|---|---|---|
| ASPHALT CONCRETE | ASPHALT CONCRETE | AIRFIELD DEVELOPMENT |
| | N/A | GRAVEL |
| | | STRUCTURE/FACILITIES (BUILDING) |
| | | AIRPORT PROPERTY LINE (APL) |
| RSA(E) | RSA(F) | RUNWAY SAFETY AREA (RSA) |
| OFZ(E) | OFZ(F) | OBSTACLE FREE ZONE (OFZ) |
| ROFA(E) | ROFA(F) | RUNWAY OBJECT FREE AREA (ROFA) |
| RPZ(E) | RPZ(F) | RUNWAY PROTECTION ZONE (RPZ) |
| BRL(E) | BRL(F) | BUILDING RESTRICTION LINE (BRL) |
| TSA(E) | TSA(F) | TAXIWAY SAFETY AREA (TSA) |
| TOFA(E) | TOFA(F) | TAXIWAY OBJECT FREE AREA (TOFA) |
| | | AIRPORT REFERENCE POINT (ARP) |
| | N/A | PACS/SACS MONUMENT |
| N/A | | TO BE REMOVED |
| | | THRESHOLD LIGHTS |
| | | REIL |
| | | PAPI |
| | | AIRPORT BEACON |
| | N/A | LIGHTED WIND CONE & SEGMENTED CIRCLE |
| | N/A | ASOS |
| | N/A | SUPPLEMENTAL WIND CONE |
| | N/A | SECTION CORNER |
| 4125 | N/A | CONTOURS |
| | | ROADS |
| | | MARKINGS |
| X | XX | FENCING |
| | | HELICOPTER / VTOL PARKING |

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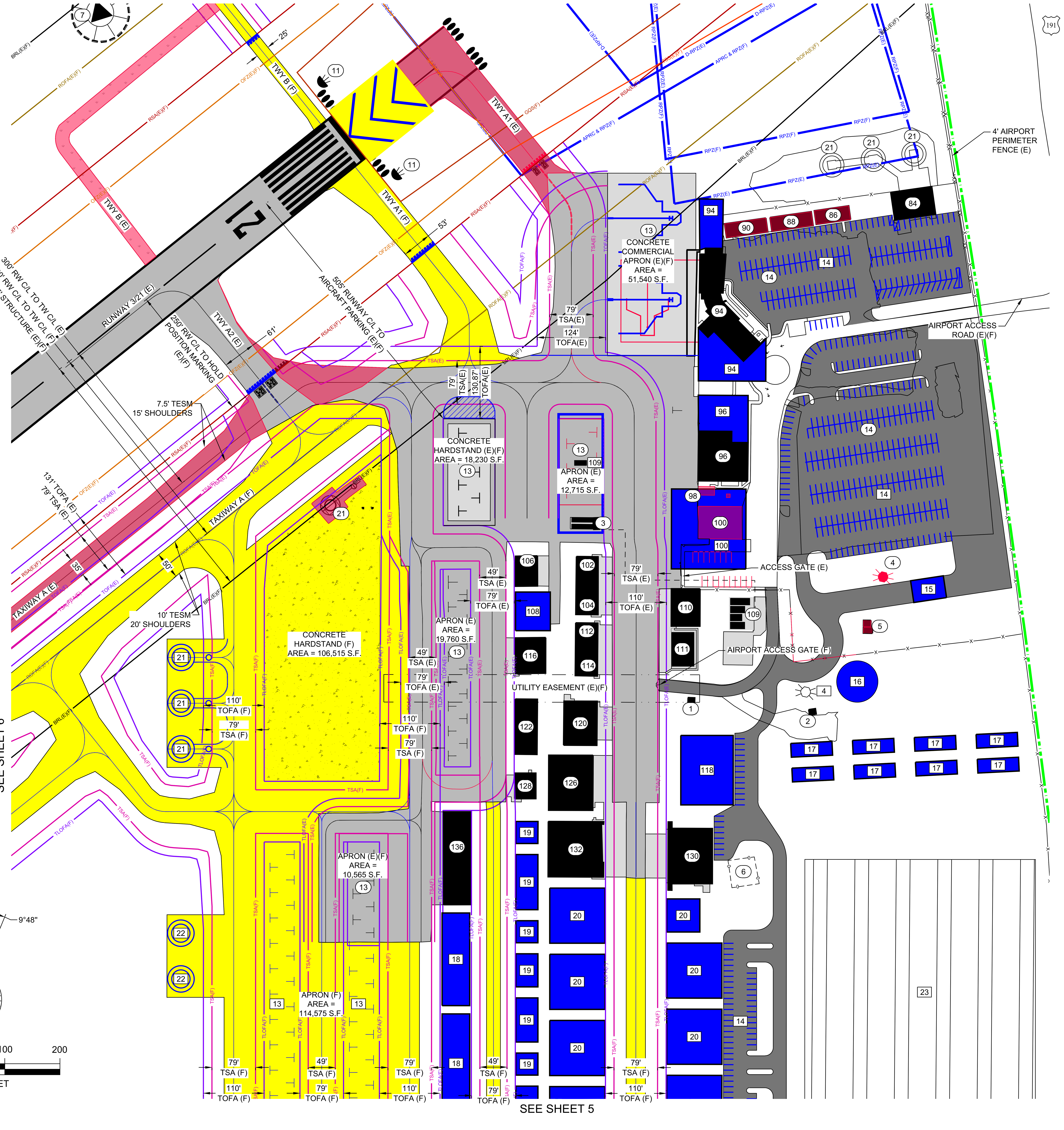



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CANYONLANDS REGIONAL AIRPORT
GRAND COUNTY, UTAH
AIP No. 3-49-0020-042-2022
AIRPORT LAYOUT PLAN


| No. | ACI No. | Date | Revision / Description | File | Drwn. | Chkd. | Apprvd. |
|---|---|---|---|---|---|---|---|
| 0 | 226796 | 05/2023 | ORIGINAL ISSUE | 6796503 | RA | JPH | JZP |



TERMINAL AREA DRAWING

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ARMSTRONG
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CANYONLANDS REGIONAL AIRPORT
GRAND COUNTY, UTAH

AIP No. 3-49-0020-042-2022
AIRPORT LAYOUT PLAN

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TERMINAL AREA DRAWING

Sheet: 5 of: 24

**GRAND COUNTY AIRPORT BOARD**
**REGULAR MEETING**
**MINUTES**

**April 17, 2023 @ 5:00 p.m.**
**County Commission Chambers, 125 E. Center Street**
**Moab, UT 84532**

A. Call to Order
   1. The meeting was called to order at 5:05 p.m.
      Members present: Jody Patterson, Jenny Gleason (Travel Council Rep.), Bill Winfield (County Rep.) Norm Knapp & Bill Hawley attended via Zoom.
      Members not present: Jason Taylor (Moab City Rep.), Laurel Catto, Shalee Bryant
      Others present: Airport Director Tammy Howland, Assistant Tara Collins, Randy Martin of Redtail Air, Justin Pietz of Armstrong, Katy Igarta of Boutique Air.

B. General Business
   1. Approve minutes of March 20, 2023 (Regular meeting)
      **Motion** by Jenny to approve the minutes, seconded by Norm, approved 4-0.

   2. Safety Report / Director's Report
      There was one snow event on March 1. Everything went well. They removed the free-standing arch that was holding up the old awning, because it was swaying in the wind. They removed the pony wall, in preparation for getting a new awning built. Mark Marcum resigned. They have interviewed some really good candidates for his replacement. Tammy discussed the flight schedule.

   3. Airport Monthly Data Report - March 2023
      Tammy went over the revenue for March, including fuel sales (lower than 2021, but higher than 2022), enplanements (Redtail's are up from February), landing fees, parking revenue. There were 1,355 skydivers in March. Vending sales are down due to credit card reader problems. Car rentals are increasing.

C. Citizens to be Heard - None

D. Discussion Items:
   1. Project Reports
      a. SRE Building - Concrete poured - footers and walls
      b. Terminal Modification - Work is in progress - RSEDS install April 25th
      c. ALP Update - Recommended development drawing
      d. 2023 Fencing project - Scope of work ready for approval
      e. ARFF truck repairs - No new issues
   2. Rent Study - updates delayed
   3. Virtower Data

E. Action Items: Discussion and Consideration (some for Recommendation to County Commission with approvals subject to limitation)

1. Approving the recommendation that Grand County apply to the United States Department of Transportation for approval of an Alternate Essential Air Service contract with the Canyonlands Regional Airport, with Contour Airlines as the selected Air Service provider. Or
2. Recommend Boutique Air for the EAS service provider

   Tammy explained that our EAS contract went out for bid in November. Our contract ends June 30, 2023. In the first round, we got one proposal from SkyWest Charters. Ultimately that bid was rejected because they have not been approved to function as a charter yet. It went back out to bid, with a new deadline of March 21. This time we got 2 bids, one from SkyWest that did not really change what the DOT had objected to the first time, so that was automatically rejected. The second proposal was from Boutique Air, offering 24 flights a week to Denver, on a Pilatus airplane.

   Katy Igarta from Boutique Air spoke about their service; they previously flew for CNY. They fly an 8-seat plane. They have plenty of planes and pilots, and they can do charters. They have an interline agreement with American Airlines, so passengers don't have to transfer their baggage. They have a code-share agreement with United Airlines, for mileage points. There are no baggage fees or pet fees. If a passenger's baggage is over the 50-pound weight limit, they can bring baggage to an earlier flight, and Boutique will hold it in Denver. They can adjust their flight schedule for seasonal demand. They could possibly add Salt Lake to their destinations, they will just ask the DOT.

   Tammy said there's another option, to save jet service at the Airport, and that's an Alternate EAS. It's the same pool of money, but it is awarded to the Airport, rather than the air carrier. Tammy showed on screen the application they would submit. She said this route would give us and the airline more control. Contour Airlines is the company that can pick up our routes most successfully. They set the roadmap for charter airlines to pick up regional routes. Because of the pilot shortage, it's difficult to maintain a 121 carrier status. This way, they can bring back pilots who have retired. This plan is what SkyWest is trying to do, but they don't have their approval yet. Contour has plenty of planes in Phoenix, so they are offering to fly a Moab to Phoenix route. Their planes have 30 seats. The advantage to this is we would not lose jet service, as we would with Boutique, so that we get our enplanements, in order to maintain our entitlements, and to justify those improvements that move the Airport forward. Also, there's a stigma attached to small aircraft.

   Contour is willing to look at other flight routes, but because of the time crunch, we are starting with Phoenix, which is a good hub for international flights. Tammy covered the subsidy amounts that Contour is proposing for the next 3 years. Tammy called for references, and Contour was highly recommended. The difference with AEAS is that the airline bills the County, we pay it, and then we request reimbursement from the DOT. This is how all of our other grants work. This would be a 3 year contract. They can do a seasonal schedule. Jenny mentioned that Phoenix was in the top 5 airports during the fly-in campaign. Jody said a lot of locals will be disappointed to lose the Salt Lake City flight. He also said in fairness to the other businesses, like car rentals and ground transportation, that we should try to get as many seats as possible. Tammy said this is the trend in regional airports. Until we can get 737's, 30 seats is about as big as we can get. Randy said his sales rep said that Contour is very well managed, and that we would be in good hands.

Tammy said she thinks these companies prefer to work under the Alternate EAS, rather than the traditional EAS, because there is less control from the DOT, and the airline works with the Airport. Jody pointed out that local government is less overbearing than the DOT.

**Motion** by Norm to approve the AEAS proposal with Contour Airlines, and forward it on to the Commission, seconded by Jenny, approved 4-0.

Tammy shared an email from Daniel Belmont of SkyWest, that explained why SkyWest could not fulfill the EAS requirements.

3. Approving the building of garages by Airport Garage Co. (now 8 units, each one 12' x 25')

   There was some discussion about the location of the garages. Bill Hawley pointed out that Mr. Prather is going to want to build more of these, so we should make the location decision part of the ALP (Airport Layout Plan).
   **Motion** by Jenny to approve Prather building the garages, modified by Bill H.: "at a location yet to be determined", seconded by Bill H. Approved 4-0.

4. Approving possible locations for Airport Garage Company for ALP update.

   Bill H. wants to postpone this, at least to the point where everyone says ok to the ALP map. This item was tabled for later discussion.

5. Approving starting a draft of a ground lease for Lot 16, Allen Rydman.

   The size will be 40' x 70'. **Motion** by Bill H. to approve starting a draft, seconded by Jenny, approved 4-0.

6. Approving Armstrong's Scope of Work- Task Order T - to construct a wildlife fence (Design, Bidding, Construction).

   Justin Pietz said they've started the environmental review, and they got the cultural resource survey completed and got a categorical exclusion (thank you Jody). The fence will be 10,000 feet long. Since the design fee is under $100,000, it will need to go through a fee review. That can be done at a local level. Then they will need to coordinate with the U.S. Army Corps of Engineers, because they are crossing a big wash.

**Motion** by Jenny to approve the scope of work, seconded by Norm, approved 4-0.

F. Reports:

1. County Commission - Bill W. had multiple people contact him about the air service. Only one was positive on Boutique Air, and that was because it is a comfortable plane. He doesn't think too many people are positive about flying to Phoenix.
2. City of Moab - Jason was absent.
3. Travel Council - Jenny said that county-wide March revenue was down, due to weather. Love Communication (they do marketing research) did a presentation that showed 2 reasons for lower visitation was gas prices, and that people are going back to cities, instead of rural visits. They did some special event grants.
4. Solar Committee - Nothing to report.
5. Other reports for Airport Board

G. Future Considerations - Tammy said they will be putting in for some CIB funding, for apron expansion and parking lot improvements.

H. Closed Session, if necessary

I. Adjourned at 6:55 p.m.

Submitted by: Tara Collins

# 2023 Stats Report

## Canyonlands Regional Airport

| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **100LL - Gallons Used/Sold** | | | | | | | | | | | | |
| **2023 Monthly Total** | 1673.00 | 4312.00 | 3364.00 | 3611.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12960.00 |
| 2022 Total | 2541.95 | 2353.25 | 3223.18 | 4483.00 | 4532.00 | 3977.00 | 2909.00 | 6678.00 | 6504.00 | 4981.00 | 3135.00 | 1158.00 | 46475.38 |
| 2021 Total | 2073.00 | 1777.00 | 4161.00 | 6222.00 | 6504.00 | 4826.00 | 4471.00 | 3551.00 | 4924.00 | 5603.00 | 4568.00 | 3814.00 | 52494.00 |
| YOY Percent Change | -52% | 45% | 4% | -24% | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | -259% |
| CNY SS - $6.90 | | | | | | | | | | | | | |
| CNY Truck - $7.40 | **Jet A - Gallons Used/Sold** | | | | | | | | | | | | |
| **2023 Monthly Total** | 13474.00 | 34329 | 32861.00 | 46425.00 | | | | | | | | | 127089.00 |
| 2022 Total | 16324.55 | 15082.03 | 26866.05 | 46211.00 | 44065.00 | 39332.00 | 36332.00 | 40785.00 | 56422.00 | 51108.00 | 34239.00 | 13422.00 | 420188.63 |
| 2021 Total | 17847.00 | 17426.00 | 33379.00 | 54021.00 | 61037.00 | 73155.00 | 41476.00 | 45579.00 | 51232.00 | 55905.00 | 31766.00 | 13553.00 | 496376.00 |
| YOY Percent Change | -21% | 56% | 18% | 0% | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | -231% |
| CNY SS - $9.40 | | | | | | | | | | | | | |
| CNY Truck - $9.90 | **Fuel Flowage Fee Report** | | | | | | | | | | | | |
| FBO @ .08 gal | **$1,211.76** | **$3,091.28** | **$2,898.00** | **$4,002.88** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$11,203.92** |
| | **ENPLANEMENTS** | | | | | | | | | | | | |
| SkyWest Airlines (UA) - Rev | 681 | 752 | 1,286 | 1383 | | | | | | | | | |
| SkyWest Airlines (DL) - Rev | 0 | 0 | 416 | 807 | | | | | | | | | |
| SkyWest - NonRev (Total) | 15 | 22 | 19 | 25 | | | | | | | | | |
| Redtail Air* | 70 | 72 | 175 | 200 | | | | | | | | | |
| Redtail Helicopters (Part 135) | 6 | 7 | 64 | 121 | | | | | | | | | |
| Moab Heli X (Part 135) | 7 | 6 | 22 | 32 | | | | | | | | | |
| 2023 Enplanements | **779** | **859** | **1982** | **2568** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | 6188 |
| 2022 Enplanements | 595 | 754 | 1,590 | 2221 | 2646 | 2051 | 1828 | 1882 | 3007 | 3,680 | 2059 | 994 | 23307 |
| 2021 Enplanements | 352 | 446 | 1128 | 1978 | 2946 | 3188 | 2413 | 2497 | 3087 | 3382 | 2349 | 982 | 24748 |
| 2020 Enplanements | 556 | 625 | 569 | 30 | 245 | 750 | 876 | 1169 | 1757 | 1948 | 1005 | 400 | 9930 |
| Skydive Moab | 0 | 0 | 1355 | 2946 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | | 0 |
| | **LANDING FEES $0.75/1,000 lb** | | | | | | | | | | | | |
| **SkyWest Airlines Actual** | 28 | 28 | 55 | 55 | | | | | | | | | 166 |
| **SkyWest Scheduled** | 31 | 28 | 55 | 55 | | | | | | | | | 169 |
| **SkyWest Landing Fees** | **$987.00** | **$987.00** | **$1,938.75** | **$1,938.75** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | *$5,851.50* |
| **Redtail Air** | | | | | | | | | | | | | |
| C-172 @ 2550# | 8 | 59 | 45 | 46 | | | | | | | | | 158 |
| C-207 @ 3800# | 6 | 1 | 12 | 45 | | | | | | | | | 64 |
| Airvan @ 4000# | 2 | 11 | 0 | 7 | | | | | | | | | 20 |
| Waco @ 2650# | 0 | 0 | 0 | 0 | | | | | | | | | 0 |
| Kodiak @ 7255# | 0 | 3 | 28 | 25 | | | | | | | | | 56 |
| **Redtail Total** | **16** | **4** | **85** | **123** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | 298 |
| **Redtail Landing Fees** | **$38.40** | **$165.01** | **$272.62** | **$373.26** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$849.29** |
| **Skydive Moab** | | | | | | | | | | | | | |
| C-182 | 0 | 0 | 0 | 0 | | | | | | | | | 0 |
| King Air 350 | 0 | 0 | 0 | 0 | | | | | | | | | 0 |
| Caravan | 0 | 0 | 101 | 201 | | | | | | | | | 302 |
| **SKM Monthly Total** | **$0.00** | **$0.00** | **$568.13** | **$1,130.63** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | *$1,698.75* |
| **Redtail Helicopters** | 3 | 4 | 35 | 55 | | | | | | | | | 97 |
| **Moab Heli X** | 4 | 3 | 11 | 15 | | | | | | | | | 33 |
| **Monthly Total** | **$13.13** | **$13.13** | **$86.25** | **$131.25** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | *$243.75* |
| **Mo. Land. Fee Total** | **$1,038.53** | **$1,165.14** | **$2,865.74** | **$3,573.88** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | $8,643.29 |
| **REDTAIL Collections** | **Landing Fees Collected** | | | | | | | | | | | | |
| Acft Over 6K# @ $25 | 1 | 1 | 4 | 11 | | | | | | | | | *17* |
| Acft Over 10k # @ $65 | 6 | 6 | 9 | 29 | | | | | | | | | *50* |
| Acft Over 25K# @ $190 | 1 | 2 | 12 | 30 | | | | | | | | | *45* |
| **Total Flights** | 8 | 9 | 25 | 70 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | *112* |
| **Total $ Collected & Paid** | **$605.00** | **$795.00** | **$1,645.00** | **$4,725.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | *$7,770.00* |
| **Page 1 Total** | **$2,855.29** | **$5,051.42** | **$5,788.74** | **$7,646.76** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | $21,342.21 |
| **Skydive Landing Area** | | | | | | | | | | | | | |
| Skydive Moab | $ - | $ - | $ 100.00 | $ 100.00 | | | | | | | | | *$200.00* |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Concessions** | | | | | | | | | | | | | |
| Vending Machines | $ 181.00 | $ 300.05 | $ 390.85 | $ 500.00 | | | | | | | | | *$1,371.90* |
| Parking Revenue | $ 2,980.00 | $ 2,099.50 | $ 2,059.00 | $ 2,502.00 | | | | | | | | | *$9,640.50* |
| Enterprise Car Rental | 4531.88 | $ 4,050.78 | $ 13,317.59 | | | | | | | | | | *$21,900.25* |
| Canyonlands Car Rental | $ 212.20 | $ 242.70 | $ 2,052.40 | | | | | | | | | | *$2,507.30* |
| **TOTAL** | **$ 7,905.08** | **$ 6,693.03** | **$ 17,819.84** | **$ 3,002.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$35,419.95** |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Page 2 Total** | **$7,905.08** | **$6,693.03** | **$17,919.84** | **$3,102.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$35,619.95** |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Page 1 Total** | **$2,855.29** | **$5,051.42** | **$5,788.74** | **$7,646.76** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | $21,342.21 |
| **Page 2 Total** | **$7,905.08** | **$6,693.03** | **$17,919.84** | **$3,102.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | $35,619.95 |
| **Total Revenue** | **$10,760.37** | **$11,744.45** | **$23,708.58** | **$10,748.76** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | $56,962.16 |

CANYONLANDS REGIONAL
MOAB UTAH

**AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT**

**BY AND BETWEEN**

**GRAND COUNTY UTAH**
**CANYONLANDS REGIONAL AIRPORT**

**AND**

**REDTAIL JET CENTER, LLC**

**FOR**

**LOT 96 (South Portion)**
**HANGAR "B" and Office Structure**

# Airport Property Lease and License Agreement

Table of Contents — Page

# AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

This Airport Property Lease and License Agreement ("Agreement") is made and entered into this 16th day of MAY, 2023 ("Effective Date") by and between GRAND COUNTY, a Utah political subdivision whose address is 125 East Center St. Moab, UT, 84532 ("County"), and REDTAIL JET CENTER, LLC, a Utah limited liability company whose address is P.O. BOX 1004, MOAB, UT 84532 ("Tenant"). Tenant as used herein shall include its members, managers, officers, directors, employees, and subcontractors.

RECITALS:

A. The County is the owner and operator of the Canyonlands Regional Airport ("Airport"), located in Grand County, State of Utah, and operates the Airport for the promotion, accommodation and development of air commerce and air transportation;

B. The Tenant desires to rent hangar space for the purposes of a full-service fixed base operator; and

C. The Parties now desire to enter into this Agreement to lease said tract of land or leasable space from County premises ("Premises"), as described and defined in Exhibit A, for such purposes and under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, their successors and assigns, the Tenant and County agree as follows:

1. PREMISES
    a. <u>Lease of Premises</u>. County hereby leases to Tenant and Tenant hereby leases from County the following Premises, as shown on Exhibit A, attached hereto:
        i. **LOT 96 (HANGAR "B")**: The southern portion of Lot 96, a 70' x 90' lot bearing Hangar B, comprised of approximately 6,300 square feet, , and including a 20' x 60' (1,200 square foot) office structure that is attached to the north side of Hangar B, for a <u>total of 7,500 square feet</u>.
    b. <u>Effect on Operating Agreement</u>. This Agreement is in addition to the Tenant's Operating Agreement with the County. The Operating Agreement does not permit use of the Leased Premises described herein, and this Agreement does not grant to Operator the right to operate as an FBO at the Airport. Further, in the event Redtail's designation as FSO or its FSO Operating Agreement with the County terminates for any reason, this Agreement shall also terminate.
    c. <u>As-Is Condition: No Express or Implied Warranties</u>. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR

AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE PREMISES. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT, NOT WITHIN THE COUNTY'S CONTROL.

2. INITIAL TERM
   a. This Agreement shall remain in effect for the term of the FSO Operating Agreement with Grand County, effective as of April 4, 2023.

3. AGREEMENT RENEWAL
   a. Subject to Section 6, so long as Tenant is not in Default and the County is mutually agreeable, the Tenant may have the option to renew this Agreement (hereinafter referred to as "Renewal Term") one (1) time for five (5) additional years.
   b. Tenant will provide a written request to the County not less than one hundred and twenty (120) days prior to the expiration of the Agreement or Renewal Term.
   c. Upon Tenant's request for renewal, the County shall review the condition of the Premises and determine whether the Tenant shall be required to improve the Premises during the Renewal Term.
   d. Rent in Renewal Terms shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.
   e. Each Renewal Term is subject to County approval, which may not be unreasonably withheld; provided, however, that the County shall have no obligation to renew if the Tenant is in Default or Breach.

4. RENT
   a. <u>Rent.</u>
      i. <u>Base Rent.</u> Tenant shall pay to the County during the first year of the Initial Term Base Rent of Twenty-Six Thousand One Hundred dollars ($26,100.00) PER YEAR ("Rent") OR Two Thousand One Hundred Seventy-Five dollars ($2,175.00) PER MONTH based on the published Lease Rate as of the date of this Agreement, subject to Section 4(d), which Rent is calculated as follows:
         1. LOT 96 (Hangar "B" and office structure) is Twenty-Nine Cents ($0.29) per square foot PER MONTH pursuant to the County's Fee Ordinance (7,500 sq. ft. x $0.29 = $2,175 per month). Square footage does not include expansion (see Exhibit A).
      ii. <u>Property Replacement Insurance</u>. Tenant shall pay to the County as Additional Rent the actual cost to insure Hangar B against all risks of loss to the Hangar and any Improvements located on or within the Leased Premises, but not Tenant's fixtures or equipment, at full replacement cost with no coinsurance limits maintained. During the first year of the Initial Term, this cost shall be $689.76 per year for Hangar B. The County may

increase this Additional Rent as the actual cost of property replacement insurance increases upon notice and proof by the County to Tenant.

b. Payments. Rent shall be paid monthly in advance unless Tenant exercises its right to pay annually in advance. Rent shall be prorated in the month this Agreement commences for any partial tenancy, as applicable. All payments due by Tenant to County under this Agreement shall be remitted to:
**County Clerk, 125 East Center, Moab, Utah 84532.**

c. Delinquent Payments. Without waiving any other right of action available to County, if Tenant fails to pay any installment of monthly or annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee ("Late Fee"). Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum ("Default Interest").

d. Rental Adjustments:
   i. The Rent payable under this Agreement is subject to annual adjustment on January 1 and shall increase by two-percent (2%) each year thereafter calculated by multiplying the base rate by two percent each year and at which a new base rate would be established each consecutive year.
   ii. On each five-year anniversary of the Agreement, the Rent shall be recalculated to the greater of the current Rent amount or the base rate established in the current year Fee Ordinance.
   iii. In no case shall Rent be calculated per square foot lower than the Lease Rate established in the County Fee Ordinance.

5. HOLDING OVER

a. Month-to-Month. Should Tenant remain in possession of the Premises after the expiration of the Initial Term or Renewal Term, such holding over shall be subject to the terms and obligations of the Agreement, and all applicable federal, state and local laws applicable to month-to-month tenancy shall apply.

b. Rental Increase. Rent shall automatically increase one hundred and fifty percent (150%) on all holdover periods, shall remain valid for the duration of the holdover period, and shall be collectable as Rent unless this Agreement is renewed if permissible herein.

c. Termination. During all holdover periods, either Party may terminate the tenancy by giving at least thirty (30) days written notice.

d. Rent Due. Rent is due and payable pursuant to Section 4, as modified by this Section 5, during all holdover periods.

e. Additional Remedies. This provision shall not limit the County's remedies provided by Utah statute.

6. USES AND PRIVILEGES OF TENANT

a. Premises Use. Tenant shall use the Premises solely for the construction, operation, repair, storage and maintenance of a private aircraft hangar or other similar structure intended and used for:
   i. Storing active aircraft;

ii. Sheltering aircraft for maintenance, repair, or refurbishment, but not indefinitely storing non-operational aircraft;
iii. Storage of aircraft for the operation of a licensed business;
iv. Constructing amateur-built or kit-built aircraft provided that activities are conducted safely;
v. Storing aircraft handling equipment (i.e. tow bar, tow equipment, work benches, tools, and materials);
vi. Storing materials related to an aeronautical activity (i.e. balloon and skydiving equipment, office equipment, teaching materials and tools, items used for incidental uses);
vii. Storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the Premises;
viii. The operation of an aviation or aeronautical related business;
ix. Parking a vehicle on the Premises in areas where aircraft are usually stored.

b. <u>Premises Prohibited Uses</u>. Tenant understands the following uses of the Premises are considered "Prohibited Uses" and are expressly prohibited by this Agreement:
i. Use as a residence;
ii. Operation of a non-aeronautical business (i.e. limo/taxi service, car and motorcycle storage, storage of inventory, and non-aeronautical business office space);
iii. Activities that impede the movement of aircraft in and out of the structure or other aeronautical contents of the structure;
iv. Activities that displace the aeronautical contents of the structure or impede access to aircraft or other aeronautical contents of the structure;
v. Storage of household items that could be stored in commercial storage facilities;
vi. Long-term storage of derelict aircraft;
vii. Storage of items or activities prohibited by local, state or federal laws;
viii. Inappropriate and illegal storage of fuel and other dangerous Hazmat materials; or
ix. Storage of inventory or equipment supporting functions unrelated to aeronautical use.

c. <u>Prior Written Authorization</u>. Tenant agrees and understands that the Premises shall not be used for any prohibited purpose whatsoever unless Tenant shall have first obtained prior written authorization from the County.
i. Authorization to expand Tenant's use of the Premises may be withheld completely at the discretion of the County.
ii. Tenant agrees that if there is any discrepancy regarding whether a use is permitted or prohibited on the Premises that it shall be considered prohibited unless Tenant received written confirmation from the County the requested use is permitted.

d. <u>Granted License</u>. Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.

e. Premises Ingress and Egress. Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.

f. Prevent Hazards. County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.

g. County Right to Enter. County shall have the right to enter the Premises and any building upon airport property for the purpose of conducting any inspection it deems expedient to determine compliance with all terms and conditions of this Agreement and in accordance with:

    i. At any time if the Premises is experiencing a known emergency situation or if requested by law enforcement;

    ii. Reasonable efforts will be made to notify Tenant before entering the Premises upon reasonable suspicion for the need to inspect;

    iii. Prior arrangement for necessary inspections related to compliance;

        1. Tenant shall accompany a County representative in entering the leased premises for inspection purposes unless verbal or written approval is provided with date and time of inspection.

h. Locking Devices. If Tenant places any locking devices on the entrances to the Premises, Tenant must ensure the County has accurate and up-to-date contact information for an individual that can grant access to the Premises.

7. MINIMUM STANDARDS AND RULES AND REGULATIONS

a. Compliance. Tenant shall, throughout the duration of this Agreement, comply with the Airport Minimum Standards and Rules and Regulations as approved or amended by the County. Tenant's failure to comply shall constitute a default of this Agreement.

b. Violation. The County shall strictly enforce the Minimum Standards and Rules and Regulations, especially those requirements related to federal law and federal grants. The County expressly reserves its full remedies in such enforcement, including civil fines, criminal penalties, and termination of this Agreement.

c. Conflict. In the event of conflict between this Lease and the CNY Minimum Standards or Rules and Regulations, the terms of the CNY Minimum Standards or Rules and Regulations shall control. In the event of conflict between this Lease and the Tenant's Operating Agreement with the County, the Operating Agreement shall control.

8. INSPECTION
    a. Tenant Inspection. Tenant agrees to inspect all Premises and surrounding Airport property, drainage, facilities and any other aspects of the Premises and provide any information to the County pertaining to concerns or issues related to the Premises.
    b. Satisfactory Condition. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises with normal wear and tear excepted.
    c. County Inspection. The County shall have the right to inspect the Leased Premises during regular Business Hours for compliance with this Lease and the Airport Minimum Standards and Rules and Regulations. In good faith, the County shall attempt to provide Tenant with 48-hours' advance notice, except in the event of an emergency in which case no notice need be given.

9. IMPROVEMENTS
    a. "Improvements" as used in this Agreement shall include any alterations or improvements to the Leased Premises, which may include doors, windows, or structural elements, interior walls and ceilings, electrical and plumbing additions, built-in cabinetry, flooring, landscaping, and any other enhancement made and affixed to the Premises by the Tenant.
    b. Tenant accepts the Leased Premises in as-is condition. Tenant, at its expense, shall have the right following the County's written consent to make Improvements to the Leased Premises as Tenant may deem desirable provided such Improvements are made in a workmanlike manner and utilizing good quality materials.
    c. Plans and specifications for Improvements to be constructed on the Premises shall require written approval from the County prior to commencement of construction or installation of any Improvements. Any modifications or alterations in such plans or concerning any Improvements to the Premises shall similarly require written approval by the County before the Improvements are installed.
    d. All construction plans and specifications for any Improvements, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenants operations thereon.
    e. Prior to any initial construction, Tenant shall have a geo-technical engineer prepare a soil report.
        i. Tenant shall submit the soil report to the County for approval, together with plans, drawings, sketches, designs and specifications for all construction activity on the Premises, including landscaping.

ii. Tenant shall ensure that all improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by the County.
iii. The approval given by the County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility therefore shall at all times remain with Tenant.

f. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as amended from time to time, in the event any future structure or building is planned for Premises, or in the event of any modification or alteration of any future building or structure situated on the Premises.
  i. <u>Tenant agrees to complete Form FAA 7460-1 Notice of Proposed Construction if there is any adjustment in height or penetration of Part 77 airspace surfaces.</u>
  ii. Nothing in this Agreement shall be construed to prevent County from taking any action it considers necessary to protect the aerial approaches to the Airport from obstructions, or to keep the County from preventing the Tenant from erecting, or permitting to be erected on the Premises, any building, structure, or obstruction which, in the opinion of the County, would limit the usefulness of the Airport or constitute any kind of hazard to aircraft.

g. Failure of Tenant to complete the construction Improvements within a reasonable period not to exceed nine (9) months after having commenced construction, Tenant shall, at its sole cost and expense, if requested in writing by the County, cause such incomplete improvements to be removed from the Premises.

h. Prior to the construction of any Improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, Tenant shall obtain and provide to County a security deposit, letter of credit, and/or bond at 125% from a surety company acceptable to County, or other security acceptable to County (the "Deposit").
  i. The Deposit shall be in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises in the event Tenant fails to complete construction of the Improvements and remove the same.
  ii. County will be entitled to apply the Deposit to such costs of removal.
  iii. The Tenant deposit shall not be released until construction of the improvements are complete.

i. During the Term of this Agreement, the County shall own all Improvements.

10. FINANCING

a. Subject to this Section, Tenant shall have a right to secure the Premises via a UCC financing statement (a "Security") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises.

b. Such Security shall not encumber County's fee interest in the Premises or County's reversionary interests in the improvements.

c. Such Security shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease.
d. In the event the holder of the Security seeks foreclosure on the financed interest, the County shall recognize the purchaser at a foreclosure sale as the Tenant hereunder so long as such purchaser cures (i) any monetary defaults of any prior Tenant within thirty (30) days of such foreclosure; (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure; and (iii) pledges to be bound by this Agreement in writing.
e. Nothing herein shall permit a lender, creditor, or any purchaser at a foreclosure sale to remove any improvements from the Premises.

11. TAXES AND LICENSES

a. Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest, and regardless of whether Grand County is a party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called "Impositions").
b. Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore.
c. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

12. REPAIR AND MAINTENANCE

a. Tenant shall be responsible for all interior repairs and maintenance of the Leased Premises, including plumbing, wiring, and mechanical systems, and snow removal, but County shall be responsible for structural elements such as the roof, outside walls, and exterior doors including garage doors.
b. Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly.
c. Tenant agrees to maintain the Leased Premises and its Improvements adjacent to the hangar or other structure in a way that will reflect positively on the overall appearance of the Airport.
d. Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction.
e. Unsightly materials not being used or creating a hazard shall be discarded or removed.
f. If Tenant fails to make any repairs or do any work required of Tenant under the Terms of this Agreement within thirty (30) days after written notice of the need for repairs, the County may cause to be performed such work for the account and

at the expense of Tenant. The County will provide an invoice to the Tenant within 30 days of completion of work, for all sums so expended by the County, together with twenty percent (20%) of cost for administration. Tenant will pay the invoice within 30 days of receiving it.

13. SNOW REMOVAL
    a. County agrees to use reasonable efforts to maintain aircraft movement areas, emergency routes, and aircraft parking areas clear of snow and within ten (10') feet of any leased structure.

14. FIXTURES
    a. Subject to Section 9, Tenant may install, place and erect upon the Premises any fixtures, equipment, or other personal property related to use of the Leased Premises.
    b. Tenant shall own fixtures, equipment and personal property, whether or not affixed or attached to the Premises.
        i. Tenant shall, at its own expense, repair any and all damage done to the structure by removal of fixtures.
        ii. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.

15. SIGNS
    a. Tenant shall not, without the prior written approval of the County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon.
        i. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or other similar devices.
    b. Prior to erection, construction or placing of any sign on the Airport, the Premises or any hangar or other structure constructed thereon, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in County's Land Use Code.
    c. Any conditions, restrictions, or limitations with respect to the use of such signs as are stated by the County in writing shall become conditions of this Lease.

16. FIRE EXTINGUISHERS
    a. It is understood and agreed that Tenant will, at its own expense, install and maintain fire extinguishers or other fire suppression systems or equipment as is required by federal, state, and local laws.
    b. Fire extinguishers and other equipment shall meet all applicable requirements and shall be of such number and capacity as to adequately safeguard the Premises against fire hazards.

17. UTILITIES

a. Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by the County or applicable service provider.
b. County assumes no responsibility for such utilities.
c. County will provide a utility easement for service lines to the Premises in a location acceptable to County.
d. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants shall be able to connect to the utility lines that are installed by the Tenant without compensation.

18. INDEMNIFICATION

a. County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, release and defend County, its officers, representatives, agents and employees from and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons, loss of life or damage to property occurring on the Premises or arising from their operations (including property and officers, employees and agents of County); (b) all other losses arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents).
b. Tenant shall not be liable for damage or injury occasioned by the negligence of the County, its designated agents, contractors or employees.
c. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

19. INSURANCE

a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of other which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value.
b. Tenant agrees to carry and keep in force applicable insurance coverage of each policy or policies, as follows:
    i. **Commercial General Liability Insurance:** including property damage, bodily injury and personal injury with limits not less than:
        1. $2,000,000 per occurrence;
        2. $4,000,000 aggregate.
c. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Agreement.

d. Each insurance policy must include Grand County as additional insured.

e. Tenant shall provide County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph simultaneously with execution of this Agreement, annually in January of each year, and within 5 days of request by the County, which certificates shall be attached hereto as ***Exhibit B***.

   i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.

   ii. Certificates of insurance shall be delivered to the County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued.

   iii. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium of the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

f. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lighting and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, or employees or otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.

g. If Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement.

h. The Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.

20. DAMAGE OR DESTRUCTION

a. If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause or natural disaster, and this Agreement is not terminated as hereinafter provided, the County shall at its expense, remove the debris within sixty (60) days and restore the structure to a complete architectural unit within six (6) months; provided, however, that should such damage or destruction (a) exceed $250,000.00; (b) result from a cause not covered under standard extended coverage insurance; or (c) requires a restoration period exceeding six (6) months, to be determined by the County, the County or the Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to the other Party, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction.

b. If County elects to terminate the Lease as provided above, Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair.
c. If this Lease is not terminated, it shall continue and Tenant shall be entitled to an abatement of rent until the County restores the Premises.

21. OBLIGATIONS OF COUNTY

a. Clear Title.
    i. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same.
b. Operation as a Public Airport.
    i. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.
c. Approval of Plans.
    i. In the review and approval of Tenant's plans for construction, installation or modification of improvements or of subsequent alterations, as herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.
d. Maintenance of Airport.
    i. County reserves the right to develop, improve, and maintain all Public Airport Facilities as the County shall see fit.
    ii. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore.
    iii. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without Airport.
    iv. If Tenant damages any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting,

signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

22. RELOCATION OF PREMISES

a. County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon ninety (90) days prior written notice to Tenant, at any time during the term of this Agreement at the County's cost.
b. At the time of such relocation, County shall purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Premises.
c. In the event that the Premises is relocated, County shall provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks, and the Tenant may not surrender possession of the original structure until they have constructed a new structure or one (1) year after the purchase of the structure, whichever comes first.
d. No termination, whether by County or Tenant, shall be effective until Tenant has received payment for structure as provided above.
e. County shall also have the right upon ninety (90) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease.
    i. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

23. DEFAULT

a. The following shall constitute a material default and breach of this Agreement by the Tenant:
    i. Failure to Pay Rent / Amounts Due.
        1. The failure of Tenant to pay any amounts due under this Agreement after fees are due, or any failure to perform any other of the terms, conditions or other obligations of this Agreement to be observed or performed by Tenant for more than sixty (60) days after written notice of such failure is given to Tenant, shall be a material default and breach of this Agreement.
    ii. Abandonment of Premises.

1. If Tenant should abandon the Premises for a period of sixty (60) days or longer, the abandonment shall be a material default and breach of this Agreement.

iii. Provides Materially False Information.

1. If the County determines that Tenant, or an agent of Tenant, falsifies any report furnished to the County pursuant to the terms of this Agreement, and upon expiration of the time for administrative appeal of the final decision, the false reporting shall be a material default and breach of this Agreement.

iv. Bankruptcy or Insolvency.

1. If Tenant or any guarantor of this Agreement shall become bankrupt or insolvent, or file any debtor proceedings concerning the Premises in any court, or cause this Agreement to be taken under any writ of execution, or a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same shall be a material default and breach of this Agreement.
   a. Additionally, the filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, County, or Tenant related to the use or possession of the Premises shall be considered a material default and breach of this Agreement.
   b. Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days.

v. Unapproved or Unauthorized Transfer of Interest.

1. If Tenant should make an unapproved or unauthorized transfer of any interest acquired under this Agreement, or assign this Agreement for the benefit of creditors, the same shall be a material default and breach of this Agreement.

vi. Conviction of a crime related to Tenant's operations or property.

1. Tenant's conviction of a crime related to its operations or property shall be considered a material default and breach of this Agreement, including but not limited to a conviction for failing to abide by a federal order, including the federal mask mandate.

vii. Failure to Comply with Minimum Standards and Rules and Regulations.

1. Failure to comply with the County's Minimum Standards or Rules and Regulations, which failure shall be established as provided therein, shall be a material default and breach of this Agreement.

viii. Failure to Comply with Insurance Requirements.

        1. Failure to comply with insurance requirements as needed for the type of operation in relation to this Agreement shall be a material default and breach of this Agreement.
    ix. Other Agreement Provisions.
        1. Failure to comply with provisions of this Agreement within fourteen (14) days after written notice of such failure to comply shall be a material default and breach of this Agreement.

b. Termination. In the event of any such material default and breach of this Agreement, the County may unilaterally, immediately terminate this Agreement upon written notice to Tenant, at which time Tenant shall immediately vacate the Premises and remove all personal property, including any aircraft, from the Premises. Tenant shall be obligated to pay all unpaid rental obligations and fees due hereunder.

c. In addition to any other rights and remedies prescribed in State of Utah law, upon Tenant's material default and breach of this Agreement, County may avail itself of the following remedies, which are cumulative and not exclusive, and may assess civil fines against Tenant as established in Section 3.06.270 of the Grand County Consolidated Fee Ordinance, as amended:
    i. Right of Surrender.
        1. Tenant may surrender possession of the Premises at any given time by giving the County notice of its intent to surrender the Premises. Upon receiving notice of intent to surrender, the County may agree not to evict Tenant on the condition that the Tenant surrenders possession of the Premises in a timely manner.
        2. Upon surrender of the Premises to County, this Agreement shall terminate and Tenant will be obligated to pay County any and all outstanding unpaid rental amounts, fees, or late charges as outlined in this Agreement as applicable and subject to County's duty to mitigate any damages.
    ii. Right to Re-Enter.
        1. County may seek to reenter and recover possession of the Premises by any lawful means available under State of Utah law, in which case this Agreement shall immediately terminate, and Tenant must immediately remove all personal property, including aircraft, from the Premises.
    iii. Right to Relet Premises.
        1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises at such rental or rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.
        2. Upon each reletting, all rentals received by the County from such reletting shall be applied first to the payment of any indebtedness

other than rent due hereunder from Tenant to County; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by County and applied in payment of future rent as the same may become due and payable hereunder.

3. If such rentals received from such reletting during any month are less than that to be paid that month by Tenant hereunder, Tenant, upon demand shall pay any such deficiency to the County.

d. Damages.

i. Should County terminate this Agreement at any time for any such breach, County may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated Term over the then reasonable rental value of the Premises for the remainder of the Term, subject, however, to the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.

1. In the event a lawsuit is brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Agreement, or because of breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach is established, Tenant shall pay to County all expenses incurred therefore, including reasonable attorney's fees.
2. No remedy herein or elsewhere in this Agreement or otherwise by law, statute or equity, conferred upon or reserved to County or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise. Nothing herein or elsewhere in this Agreement shall be construed to relieve a Party of its duty to mitigate its damages.
3. All monies due under this Agreement from Tenant to County shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 1.75% per month, or 21% per annum until paid.

24. COSTS AND ATTORNEYS' FEES

a. The Parties agree that in the event of default, the defaulting Party agrees to pay all reasonable costs and attorney's fees and expenses in enforcing this Lease. Any action commenced concerning the provisions of this Lease shall be in the Moab District Court.

25. CANCELLATION BY TENANT

a. This Agreement shall be subject to cancellation by Tenant after the happening of one or more of the following events:
   i. The permanent abandonment of general aviation at the Airport;
   ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon;
   iii. Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport;
   iv. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy the same. If the nature of the default is such that it cannot be cured within thirty (30) days, County shall be deemed to have cured such default if it, or its nominee, shall, within such thirty (30) day period, commence performance to cure default and thereafter diligently prosecute the same to completion.

b. Tenant may exercise such right of termination by written notice to the County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

26. QUIET ENJOYMENT.

a. County covenants with Tenant that upon performing the obligations herein provided on its part to be performed, Tenant shall have quiet enjoyment and peaceful possession of the Premises during the Term of this Agreement.

27. PUBLIC RECORDS

a. It is specifically understood by Tenant that the County is a public body under State of Utah law and must comply with open records and meeting laws.

28. PERSONNEL AND GUESTS

a. It is expressly understood the operations of the Tenant, its personnel and invitees shall be conducted in an orderly manner and so as not to annoy or be offensive to others at the Airport, and the County shall have the right to complain to Tenant as to the demeanor, conduct, and appearance of Tenant's personnel and guests, whereupon Tenant will ensure removal or remedy the complaint.

b. It is further expressly understood the willful failure on the part of the Tenant to remove the cause of the complaint shall require a formal complaint and review in consideration of material breach of this Agreement.

29. NON-DISCRIMINATION

a. Tenant agrees for owners, managers, directors, supervisors, personal representatives, successors in interest and assigns, as part of the consideration hereof, not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Operator's use of the Premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

30. SPONSOR'S ASSURANCES
    a. This Agreement shall be subordinate to the provisions of any existing or future agreements between County and the United States Government, relative to the operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving Federal funds and provided that County agrees to give Tenant written notice in advance of execution of such agreements of any provisions which will modify the terms of this Lease.

31. RIGHT OF FLIGHT
    a. Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereinafter used for navigation of or flight in the air; and that County reserves the right to use such airspace for landing at, taking off from or operating aircraft on or over said Airport.

32. NOTICE AND PLACE FOR PAYMENT OF FEES
    a. Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Agreement, may be served upon Tenant (as an alternative to personal service upon Tenant) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

       REDTAIL JET CENTER
       Attn: JOHN RAMSEY
       PO BOX 1004
       MOAB, UT 84532
       Phone: 435-259-7421
       E-mail: JOHN@FLYREDTAIL.COM

       i. Or at any other such place as Tenant may designate to County in writing.

    b. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Agreement, may be served upon County (as an alternative to personal service upon County) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Grand County Clerk/Auditor
125 East Center St
Moab, Utah 84532

i. Or at any other such place the County may designate to Tenant in writing.

c. Fees shall be paid to the County at the address set forth in this Agreement.
d. No successor to County's interest shall be entitled to receive Fee payments until Tenant shall have been furnished with:
    i. a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and
    ii. a photo static copy of the deed or other instrument by which such interest passed.

33. COMPLIANCE WITH LAWS

a. Tenant shall comply with all local state, and federal laws applicable to Tenant, its operations, or its property at all times during the term of this Agreement. Tenant specifically agrees to abide by and conform to all of the Airport Rules and Regulations, Minimum Standards, Airport Security Program, County policies, County ordinances, and actions by the Grand County Commission, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted.
b. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport.
c. In the event Tenant, or its members, managers, officers, directors, or staff, are convicted of a crime related to its operations or property, the County may unilaterally, immediately terminate this Agreement upon written notice of the same in which event Tenant shall immediately vacate the Premises.
d. Tenant further agrees that if it fails to correct violations of any such Airport rules and regulations, County policies, County Ordinances, actions by the County Commission, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from the County, the County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by the County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be canceled.

34. EVENT OF WAR OR NATIONAL EMERGENCY

a. During time of war or national emergency County shall have the right to establish an Agreement of the landing area or any part thereof to the United States Government for military or naval use and, if any such Agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Agreement to the United States Government, shall be suspended.

35. ASSIGNMENT AND SUBLETTING

a. The Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld if the assignee/transferee/sublessee demonstrates financial credibility and the proposed use is consistent with the Airport Minimum Standards and Rules and Regulations.

36. PARAGRAPH HEADINGS.

a. Paragraph headings contained herein are for convenience in reference only, and are not intended to define or limit the scope of any provisions of this Agreement.

37. APPROVAL OR CONSENT BY COUNTY.

a. Where consent or approval is required (except where clearly stated otherwise), such consent or approval shall not be unreasonably withheld by the County.

38. AMENDMENTS.

a. This Agreement may be changed, amended, or modified only upon the written consent of both Parties.

39. SEVERABILITY.

a. If any paragraph of this Agreement is for any reason found invalid or unenforceable, the invalid or unenforceable provision shall be deemed severed from the remainder of this Agreement and the remaining paragraphs shall remain in full force and effect to the fullest extent of the law.

40. MISCELLANEOUS PROVISIONS

a. The various rights and remedies herein contained and reserved to each of the Parties, shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.
b. Nothing herein contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the Parties hereto is that of landlord and tenant.
c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.
d. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles

and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.

e. All negotiations and oral agreements acceptable to both Parties have been incorporated herein. This Agreement may not be amended or modified by any act or conduct of any of the Parties or by any oral agreement which is not reduced to writing.
f. This Agreement has been made in and shall be construed in accordance with the laws of the State of Utah.
g. All rights and obligations of the Parties under this Agreement shall bind and the benefits shall inure to their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the hands of the Parties:

REDTAIL JET CENTER
P.O. BOX 1004
Moab, UT 84532

4/25/2023

JOHN RAMSEY, President　　　　Date

GRAND COUNTY, UTAH
CANYONLANDS REGIONAL AIRPORT
110 W. Aviation Way
Moab, UT 84532

Jacques Hadler, Chair, Grand County Commission　　　　Date

ATTEST:

Gabriel Woytek, County Clerk/Auditor　　　　Date

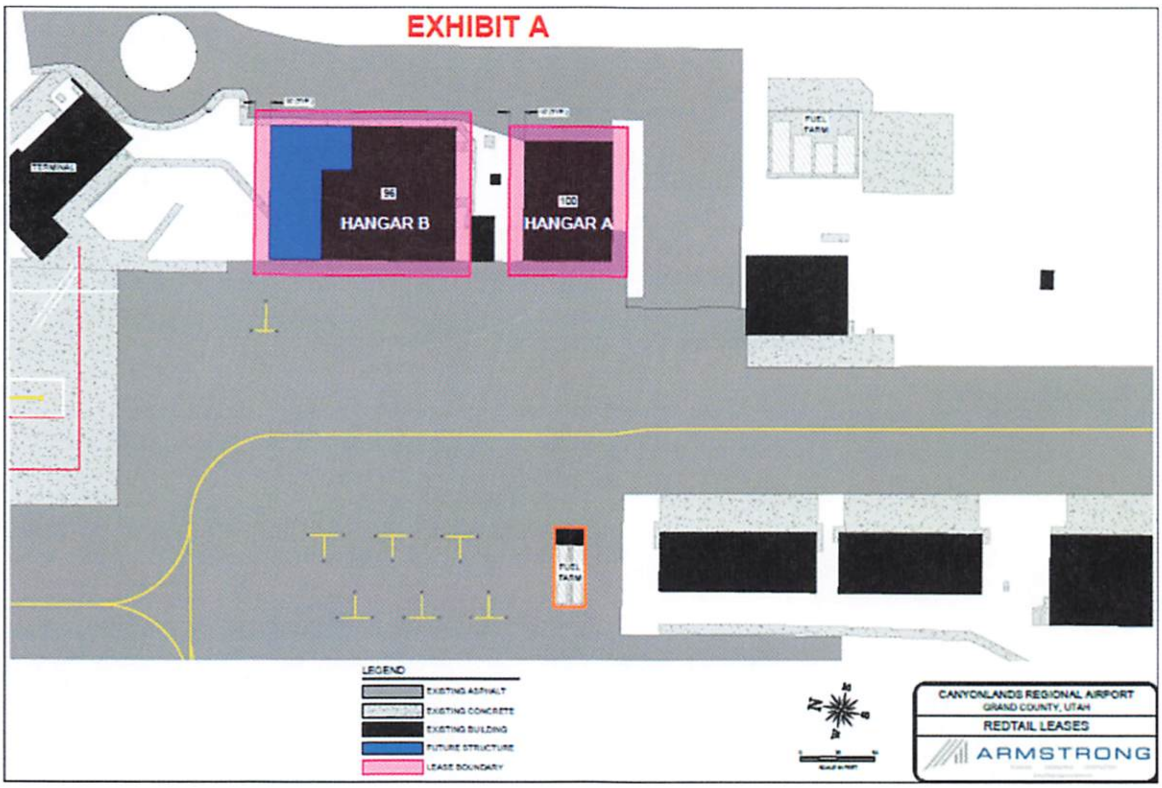
## EXHIBIT A

## PREMISES

Description:

LOT 96 (HANGAR "B") as depicted in the attached diagram consisting of 70' x 90' = 6,300 sq. ft. plus a 20' x 60' (1,200 square foot) office structure; Total square footage is 7,500 square feet. This is without extension (Blue area). If extension gets built, a separate lease will be entered for the extension area.

ATTACH MAP OF LEASE AREA



# EXHIBIT B

# CERTIFICATE OF INSURANCE

DocuSign Envelope ID: 5C1BB205-6581-4536-B5FA-578AC5D5F748

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | |
|---|---|
| Velocity Insurance Group, LLC<br>6300 Sagewood Dr., Ste H503<br><br>Park City UTI 84098 | CONTACT NAME: Rod Ritter<br>PHONE (A/C, No, Ext): (877)226-7333 FAX (A/C, No): 435-487-1214<br>E-MAIL ADDRESS: rritter@velocityins.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Endurance American Ins. Co. | |
| INSURER B: through W. Brown and Assoc. | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED

Redtail Air, Inc and Pinnacle Helicopters, LLC
P.O. Box 1004
121 East 100 So., Ste 108
Moab UT 84532

**COVERAGES** **CERTIFICATE NUMBER:** 22-23 Aviation General **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Aviation General Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | | | NAF6051259 | 12/5/2022 | 12/5/2023 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 250,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 5,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 5,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS SCHEDULED AUTOS<br>HIRED AUTOS NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | WC STATU-TORY LIMITS OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Aviation General Liability extends to all premises necessary and incidental tothe Aviation Operations of the Named Insured

On-Premises Auto Liability extended - per policy endorsement

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Grand County<br>125 East Center<br>Moab, UT 84532 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>Rodney Ritter/JODEE |

# COMMENTS/REMARKS

ADDITIONAL INSURED
The Certificate Holder shall be included as an Additional Insured (s) for Airport Premises Liability, but only for liability arising out of the operations of the Named Insured.

Liability extended to Mobile Equipment registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment with your permission; as per policy wording.

WCF Mutual Insurance Company
100 W Towne Ridge Pkwy
Sandy, UT 84070
385 351-8000

## Workers Compensation and Employers Liability Insurance Policy

NCCI Co Number: **19933** | INFORMATION PAGE | Policy Number: **3446472**

1. INSURED/MAILING ADDRESS:
**ARROW WEST AVIATION INC**
**121 E 100 S Ste 108**
**Moab, UT 84532-2661**
**(435) 820-6007**

Other workplaces not shown above: See Schedule WC 200 A
Other named insured (if applicable):

Entity Type: **Corporation**
Renewal of Policy No: **3446472**

| | |
|---|---|
| F.E.I.N. | 870618479 |
| NCCI Risk Id | 430027662 |
| UT Unemployment Id | 000000 |

2. POLICY PERIOD: From 11/26/2022 to 11/26/2023 at 12:01am at the Insured's mailing address

3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the state listed here:
**UT**

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

| | | |
|---|---|---|
| **Bodily Injury by Accident** | **$1,000,000** | **Each Accident** |
| **Bodily Injury by Disease** | **$1,000,000** | **Policy Limit** |
| **Bodily Injury by Disease** | **$1,000,000** | **Each Employee** |

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
**None**

D. This policy includes these endorsements and schedules:
**See Schedule WC 200 C**

4. PREMIUM:
The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications | Code No. | Premium Basis Total Estimated Annual Remuneration | Rates Per $100 of Remuneration | Estimated Annual Premium |
|---|---|---|---|---|
| **See Schedule WC 200 D** | | | | |
| | | | Expense Constant | **$200.00** |
| | | | Total Estimated Annual Cost: | **$27,116.00** |

Minimum Premium: **$800.00 Utah**
Deposit Premium:

If indicated below, interim adjustments of premium shall be made:
____ Semi-annually; ____Quarterly; ____Monthly

PRODUCER:
WASATCH-LEAVITT INSURANCE AGENCY INC
1443 W 800 N #202
OREM, UT 84057
(801) 224-2044

Countersigned By

WC000001A

Issue Date: 11/22/2022 | Issuing Office: Sandy, Utah

Workers Compensation and Employers Liability Insurance Policy

## SCHEDULE OF OTHER WORKPLACES

**Name of Insured: ARROW WEST AVIATION INC**
**Name of Insurer: WCF Mutual Insurance Company**
**Policy Number: 3446472**
**Policy Period: 11/26/2022 at 12:01am to 11/26/2023 at 12:01am**

| Name/Address | Fein | #Employees |
|---|---|---|
| ARROW WEST AVIATION INC<br>94 AVIATION WY<br>MOAB, UT 84532 | 870618479 | 0 |
| ARROW WEST AVIATION INC<br>3095 E AIRPORT ROAD<br>PRICE, UT 84501 | 870618479 | 12 |

WC 200A

**AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT**
**BY AND BETWEEN**

**GRAND COUNTY, UTAH**
**CANYONLANDS REGIONAL AIRPORT**

**AND**

**REDTAIL JET CENTER, LLC**

**FOR**

**CONSTRUCTION OF A NEW FBO BUILDING & GROUNDS**
**IN THE NORTHERN PORTION OF LOT 96**

# Airport Property Lease and License Agreement
# Table of Contents

# AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

This Airport Lease and License Agreement ("Agreement"), is made and entered into this 16th day of May, 2023 by and between GRAND COUNTY, a Utah political subdivision ("County"), at 125 East Center St., Moab, UT, 84532, and REDTAIL JET CENTER, LLC ("Tenant"), at 121 East 100 South, Moab, UT 84532, collectively referred to hereinafter as the "Parties" and individually as a "Party."

RECITALS:

A. The County is the owner and operator of the Canyonlands Regional Airport ("Airport"), located in Grand County, State of Utah, and operates the Airport for the promotion, accommodation and development of air commerce and air transportation; and

B. The Parties now desire to enter into this Agreement to lease said tract of land or leasable space from County premises ("Premises"), as described and defined in Exhibit A, for such purposes and under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, their successors and assigns, the Tenant and County agree as follows:

1. PREMISES
   a. <u>Lease of Premises</u>. County hereby leases to Tenant and Tenant hereby leases from County the following Premises:
      i. The square footage of an eighty-five foot by ninety foot (85' x 90') lot or space having 7,650 square feet of space <u>minus</u> a twenty foot by sixty foot (20' x 60'), or 1,200 square foot area which Redtail's office hut currently occupies, thereby equaling a total of <u>6,450 square feet</u>, hereinafter "Space," located on the northern portion of a tract of land, Lot 96, at the Airport, which leased space being more particularly described in Exhibit A, which is attached hereto.
   b. <u>Effect on Operating Agreement</u>. This Agreement is in addition to the Tenant's Operating Agreement with the County. The Operating Agreement does not permit use of the Leased Premises described herein, and this Agreement does not grant to Operator the right to operate as an FBO at the Airport. Further, in the event Redtail's designation as FSO or its FSO Operating Agreement with the County terminates for any reason, this Agreement shall also terminate.
   c. <u>As-Is Condition: No Express or Implied Warranties</u>. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE PREMISES. IN NO EVENT SHALL COUNTY BE LIABLE FOR

ANY REASONABLY APPARENT DEFECT IN THE PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT, NOT WITHIN THE COUNTY'S CONTROL.

2. INITIAL TERM

a. The Tenant and County mutually agree to lease the Premises from the County for an initial term of 30 years commencing on the 17th day of May, 2023 (hereinafter the "Effective Date") and ending on the 16th day of May, 2053.

3. AGREEMENT RENEWAL

a. Subject to Section 6, so long as Tenant is not in Default, the Parties may, by mutual agreement in writing, renew this Agreement (hereinafter referred to as "Renewal Term") for up to four (4) separate five-year (5-year) intervals. This Lease may not be renewed for more than four 5-year Renewal Terms.
b. Tenant will provide a written request to the County not less than one hundred and twenty (120) days prior to the expiration of the Agreement or Renewal Term for each additional term of five (5) years.
c. Upon Tenant's request for renewal, the County shall review the condition of the Premises and determine whether the Tenant shall be required to improve the Premises during the Renewal Term.
d. Rent in Renewal Terms shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.
e. Each Renewal Term is subject to County approval, which may not be unreasonably withheld; provided, however, that the County shall have no obligation to renew if the Tenant is in Default or does not agree to the conditions imposed under Section 3(c) and (d).

4. RENT / FEES

a. <u>Rent.</u> Tenant agrees to pay County the Base Rate of one thousand six hundred twelve dollars & fifty cents ($1,612.50) as established in the County Fee Ordinance, calculated currently as twenty-five cents ($0.25) per square foot (6,450) per year ("Rent").
   i. Rent shall be paid in advance, and may be paid annually or in monthly installments.
   ii. If paid annually, Rent shall be paid on January 2 of each year or within 30 days of invoice by the County.
   iii. If paid monthly, Rent shall be prorated in the month this Agreement commences for any partial tenancy and shall be due on the first of each month without further invoice from the County.
b. <u>Place of Payment.</u> All payments due by Tenant to County under this Agreement shall be remitted to:
   i. **<u>County Clerk, 125 East Center St., Moab, Utah 84532</u>**.
c. <u>Delinquent Payments.</u> Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a

late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee ("Late Fee"). Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum ("Default Interest").

d. Rental Adjustments:
   i. The annual rent payable under this Agreement shall be calculated by multiplying the Base Rate by two-percent (2%) for each year after the base year ("Rent").
   ii. On each five-year anniversary of the Lease, the Rent shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.

e. Fees. In the event that Redtail collects a facility fee from patrons who use their FBO Building, Redtail shall pay to County ten percent (10%) of the amount they collect each month. This shall be due and payable in arrears on the first calendar day of each month, and shall be considered late if not received by the County Clerk's office by the 20th calendar day of each month.

5. HOLDING OVER

a. Month-to-Month. Should Tenant remain in possession of the Premises after the expiration of the Initial Term or Renewal Term, such holding over shall be subject to the terms and obligations of the Agreement, the Term of the Agreement shall convert to a month-to-month tenancy and all federal, state and local laws applicable to month-to-month tenancy shall govern.

b. Rental Increase. Rent shall automatically increase one hundred and fifty percent (150%) on all holdover periods, shall remain valid for the duration of the holdover period, and shall be collectable as Rent unless this Agreement is renewed if permissible herein.

c. Termination. During all holdover periods, either Party may terminate the tenancy by giving at least thirty (30) days written notice.

d. Rent Due. Rent is due and payable pursuant to Section 4, as modified by this Section 5, during all holdover periods.

e. Additional Remedies. This provision shall not limit the County's remedies provided by Utah statute.

6. EXPIRATION / TERMINATION

a. In the event that Redtail Jet Center, LLC, ceases to continue serving as the FBO (Fixed Base Operator), ownership of the FBO building and improvements will pass to the successor FBO. If there is no successor FBO, or there is a gap of time between operating FBO's, ownership of the FBO building and improvements shall revert to the County for that period of time. In this event, all tenant improvements shall be surrendered to the County in good condition (which Tenant is required to maintain under this agreement), reasonable wear and tear excepted, and free and clear of all liens and encumbrances.

b. Upon expiration or termination, Tenant shall thereafter have no further rights to or interest in the Premises. Except as otherwise provided by this Agreement, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements.

c. Upon or at any time after the date of the expiration or earlier termination of this Agreement, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which: conveys all of Tenant's right, title, and interest in and to the Premises and improvements; assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.

d. Nothing herein shall prohibit the County from issuing a request for proposals or similar solicitation ("RFP") for a new tenant for the Premises and entering into a new Lease Agreement upon then-acceptable terms and then-market rent with the prior tenant for the same Premises if said prior tenant submits the most competitive proposal in response to the RFP.

7. USES AND PRIVILEGES OF TENANT

a. <u>Premises Use</u>. Tenant shall use the Premises solely for the construction, operation, repair, and maintenance of a public FBO building intended and used for:
   i. Flight planning;
   ii. Pilots' Lounge with shower provided;
   iii. Instruction;
   iv. Indoor and Outdoor break areas;
   v. Redtail Offices;
   vi. Guest and Customer services;
   vii. Kitchen;
   viii. The operation of an aviation or aeronautical related business;

b. <u>Premises Prohibited Uses.</u> Tenant understands the following uses of the Premises are considered "Prohibited Uses" and are expressly prohibited by this Agreement:
   i. Use as a residence;
   ii. Operation of a non-aeronautical business (i.e. limo/taxi service, car rentals, car and motorcycle storage, and non-aeronautical business office space);
   iii. Storage of household items that could be stored in commercial storage facilities;
   iv. Long-term storage of derelict aircraft and parts;
   v. Storage of items or activities prohibited by local, state or federal laws;
   vi. Inappropriate and illegal storage of fuel and other dangerous hazardous materials;

c. <u>Prior Written Authorization.</u> Tenant agrees and understands that the Premises shall not be used for any prohibited purpose whatsoever unless Tenant shall have first obtained prior written authorization from County.
   i. Authorization to expand Tenant's use of the Premises may be withheld completely at the discretion of the County.
   ii. Tenant agrees that if there is any discrepancy regarding whether a use is permitted or prohibited on the Premises that it shall be considered prohibited

unless Tenant received written confirmation from the County the requested use is permitted.

d. Granted License. Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.

e. Premises Ingress and Egress. Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.

f. Prevent Hazards. County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.

g. County Right to Enter. County shall have the right to enter the Premises and any building upon Airport property for the purpose of conducting any inspection it deems expedient to determine compliance with all terms and conditions of this Agreement, and in accordance with:

   i. At any time if the Premises is experiencing a known emergency situation or if requested by law enforcement;
   ii. Reasonable efforts will be made to notify Tenant before entering the Premises upon reasonable suspicion for the need to inspect;
   iii. Prior arrangement for necessary inspections related to compliance.
      1. Tenant shall accompany a County representative in entering the leased premises for inspection purposes unless verbal or written approval is provided with date and time of inspection.

h. Locking Devices. If Tenant places any locking devices on the entrances to the Premises, Tenant must ensure the County has accurate and up-to-date contact information for an individual that can grant access to the Premises, and must provide a key or entry instructions to the Airport Director.

8. MINIMUM STANDARDS AND RULES AND REGULATIONS

a. Compliance. Tenant, throughout the duration of this Agreement, shall comply with the Airport Minimum Standards and Rules and Regulations as approved and amended by the County.

b. Conflict. In the event of conflict between this Lease and the Airport Minimum Standards or Rules and Regulations, the terms of the latter two documents shall control.

9. INSPECTION

a. Tenant Inspection. Tenant agrees to inspect all Premises and surrounding Airport property, drainage, facilities and any other aspects of the Premises and provide any information to the County pertaining to concerns or issues related to the Premises.

b. Tenant Responsibility. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all Improvements and facilities thereon at Tenant's sole cost and expenses.

c. Satisfactory Condition. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises with normal wear and tear excepted.

d. County Inspection. The County shall have the right to inspect the Leased Premises during regular business hours for compliance with this Lease and the Airport Minimum Standards and Rules and Regulations. In good faith, the County shall attempt to provide Tenant with 48-hours' advance notice, except in the event of an emergency in which case no notice need be given.

10. IMPROVEMENTS

a. "Improvements" or "Tenant Improvements" as used in this Agreement shall include any buildings, structures, walls and ceilings, electrical and plumbing additions, built-in cabinetry, flooring, landscaping, and any other enhancement made and affixed to the Premises by the Tenant.

b. Plans and specifications for Improvements to be constructed on the Premises shall require written approval from the County prior to commencement of construction or installation of any Improvements.

c. Any modifications or alterations in such plans or concerning any Improvements to the Premises shall similarly require written approval by the County before the Improvements are installed.

d. All construction plans and specifications for any Improvements, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenant's operations thereon.

e. Prior to any initial construction, Tenant shall have a geo-technical engineer prepare a soil report.

    i. Tenant shall submit the soil report to the County for approval, together with plans, drawings, sketches, designs and specifications for all construction activity on the Premises, including landscaping.

    ii. Tenant shall ensure that all improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by the County.

    iii. The approval given by the County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility for such shall at all times remain with Tenant.

f. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as amended from time to time, in the event any future structure or building is planned for Premises, or in the event of any modification or alteration of any future building or structure situated on the Premises.
    i. Tenant agrees to complete Form FAA 7460-1Notice of Proposed Construction if there is any adjustment in height or penetration of Part 77 airspace surfaces.
    ii. Nothing in this Agreement shall be construed to prevent County from taking any action it considers necessary to protect the aerial approaches to the Airport from obstructions, or to keep the County from preventing the Tenant from erecting, or permitting to be erected on the Premises, any building, structure, or obstruction which, in the opinion of the County, would limit the usefulness of the Airport or constitute any kind of hazard to aircraft.

g. Tenant shall begin construction of their Improvements within one (1) year of the Effective Date of this Lease and shall not allow their building permit to lapse for any period of time or this Lease shall be automatically void and of no further force or effect. In the event that Tenant begins but fails to complete construction of a hangar or other Improvements within a reasonable period of time after commencing construction (not to exceed 18 months from the date tenant commences construction), Tenant shall remove such partial Improvement and restore the site to its original condition at its sole cost and expense.

h. Prior to the construction of any Improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, the County shall require the Tenant to provide to the County a security deposit, letter of credit, or bond from a surety company, acceptable to the County, in an amount sufficient to cover the costs and expenses of removing the Improvements from the Premises. The Tenant's deposit shall not be released until construction of the Improvements are complete.

i. Construction of the FBO Building will be solely at the Tenant's cost.

j. During the Term of this Agreement, Tenant shall own all Improvements permitted by County and constructed on the Premises.

11. FINANCING

a. Tenant shall have a right to place a mortgage, deed of trust or other security interest (a "Leasehold Mortgage") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises.
    i. Subject to this Section, Tenant shall have a right to secure the Premises via a UCC (Uniform Commercial Code) financing statement (a "Security") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises upon notification to the County.

b. Such Security shall not encumber County's fee interest in the Premises or County's reversionary interests in the improvements.

c. Such Security shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease.

12. TAXES AND LICENSES

a. Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest, and regardless of whether Grand County is a party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called "Impositions").

b. Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore.

c. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

13. REPAIR AND MAINTENANCE

a. Tenant shall not permit rubbish, debris, waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly.

b. Tenant agrees to maintain the Leased Premises and its Improvements including the hangar and other structures in a way that will reflect positively on the overall appearance of the Airport.

c. <u>County shall not be required to repair or maintain the Leased Premises in any way.</u> Tenant expressly waives the right to make repairs at the expense of the County provided for in any statute or law now in effect or hereafter enacted.

d. Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction.

e. Unsightly materials not being used or creating a hazard shall be discarded or removed.

f. Tenant shall be responsible for weed removal on the Premises.

g. If Tenant fails to make any repairs or do any work required of Tenant under the Terms of this Agreement within thirty (30) days after written notice of the need for repairs, the County may cause to be performed such work at the expense of Tenant.

    i. All sums so expended by the County, together with twenty percent (20%) of cost for administration, shall be paid by Tenant to County on demand.

14. SNOW REMOVAL

a. County agrees to use reasonable efforts to maintain aircraft movement areas and emergency routes, and to keep aircraft parking areas clear of snow to within ten feet (10') of any leased lot or structure.

15. ALTERATIONS AND ADDITIONS

a. Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit A.

b. Tenant may from time to time make such changes, alterations, and additions, structural or otherwise, to the Premises or such substitutions and replacements thereof as Tenant deems advisable; provided however, no such alterations, additions, installations, placement, erection or changes exceeding $10,000.00 in cost shall be made without the prior written approval of County.

c. All other fixtures, equipment and personal property, whether or not affixed or attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease.
    i. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal.
    ii. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.

d. All alterations, additions, installations, placement, erections or changes shall be subject to the requirements of Section 10 (Improvements).

16. SIGNS

a. Prior to erection, construction or placing of any sign on the Airport, the Premises or any hangar or other structure constructed thereon, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in County's Land Use Code.

b. Any conditions, restrictions, or limitations with respect to the use of such signs as are stated by the County in writing shall become conditions of this Lease.

17. FIRE EXTINGUISHERS

a. It is understood and agreed that Tenant will, at its own expense, install and maintain fire extinguishers or other fire suppression systems or equipment as is required by federal, state, and local laws.

b. Fire extinguishers and other equipment shall meet all applicable requirements and shall be of such number and capacity as to adequately safeguard the Premises against fire hazards.

18. UTILITIES

a. Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by the County or applicable service provider.

b. County assumes no responsibility for such utilities.

c. County will provide a utility easement for service lines to the Premises in a location acceptable to the County.

d. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants of Lot 96 shall be able to connect to the utility lines that are installed by the Tenant without compensation.

19. INDEMNIFICATION

a. County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, release and defend County, its officers, representatives, agents and employees from and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons, loss of life or damage to property occurring on the Premises or arising from Tenant's operations (including property and officers, employees and agents of County); (b) all other losses arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants, contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents).

b. Tenant shall not be liable for damage or injury occasioned by the negligence of the County, its designated agents, contractors or employees.
c. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

20. INSURANCE

a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of another person or entity which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value.
b. County shall not be required to carry insurance on any of Tenant's property or to replace, in whole or in any part, Tenant's property, including Tenant Improvements.
c. Prior to the commencement of construction or any commercial activity on the Leased Premises as well as use of the Leased Premises for aeronautical activities, including aircraft storage, Tenant shall obtain and keep in force applicable insurance coverage of each policy or policies, as follows:
    i. **Commercial General Liability**: For property damage, bodily injury and personal injury:
        1. $1,000,000 per occurrence and $2,000,000 annual aggregate;
    ii. **Automobile Liability Insurance:** For bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of Tenant's airside operations, if any:
        1. $1,000,000 per occurrence with no limits;
    iii. **Workers Compensation Insurance:** For bodily injury or death of employees in the amount of legal liability statutory amounts, unless Tenant obtains a waiver from the State of Utah;
    iv. **Property Insurance**: against all risks of loss to any Tenant Improvements, including any building or other structure constructed on the Premises, at full replacement cost with no coinsurance limits maintained.
d. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Agreement.
e. <u>Each insurance policy must include Grand County as additional insured.</u>

f. <u>Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this Section prior to commencement of construction of Tenant improvements or use of the Leased Premises for aeronautical activities, annually in January of each year, and within 5 days of request by the County.</u>
   i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.
   ii. Certificates of insurance shall be delivered to the County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued.
   iii. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying Grand County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

g. In County's sole discretion and as it deems necessary, it may periodically review, reevaluate, and increase these insurance requirements and policy amounts. In the event County requires the Tenant to purchase additional insurance policies or increase policy amounts, County shall provide 30 days' advance written notice to Tenant. In the event Tenant is unwilling or unable to procure such additional insurance, subject to the requirements of Section 6, the Tenant may terminate this Lease by providing written notice to County. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

h. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lighting and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, customers, guests, or employees or otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.

i. If Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement. The Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.

21. DAMAGE OR DESTRUCTION

a. If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause or natural disaster, and this Agreement is not terminated as hereinafter provided, Tenant shall at its expense, remove the debris within sixty (60) days and restore the structure to a complete architectural unit within one (1) year.

b. Should such damage or destruction (a) exceed $10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction.
c. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair.
d. In the event of such damage or destruction, Tenant shall be entitled to all property salvaged from the Premises prior to the expiration of this Lease and if terminated, Tenant shall not be required to restore any structures on the Premises, but upon request from County, Tenant shall raze and remove all structures on the Premises and safely cap all utilities on the Premises within thirty (30) days of request.
e. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction or abatement of rent.

22. OBLIGATIONS OF COUNTY

a. Clear Title.
    i. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same.
b. Operation as a Public Airport.
    i. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.
c. Approval of Plans.
    i. In the review and approval of Tenant’s plans for construction, installation or modification of improvements or of subsequent alterations, as herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.
d. Maintenance of Airport.
    i. County reserves the right to develop, improve, and maintain all Public Airport Facilities as the County shall see fit.
    ii. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly

provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore.

iii. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without the Airport.

iv. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

23. RELOCATION OF PREMISES

a. County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon ninety (90) days prior written notice to Tenant, at any time during the term of this Agreement.

b. At the time of such relocation, and in the County's sole discretion, the County shall either:

   i. purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Premises; or

   ii. provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks.

c. County shall also have the right upon ninety (90) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease.

   i. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

24. DEFAULT

a. The following shall constitute a material default and breach of this Agreement by the Tenant:

   i. Failure to Pay Rent / Amounts Due.

      1. The failure of Tenant to pay any amounts due under this Agreement after fees are due, or any failure to perform any other of the term, condition or

other obligations of this Agreement to be observed or performed by Tenant for more than sixty (60) days after written notice of such failure is given to Tenant, shall be considered a material default and breach of this Agreement.

ii. Abandonment of Premises.

1. If Tenant should abandon the Premises for a period of sixty (60) days or longer, the abandonment shall be considered a material default and breach of this Agreement.

iii. Provides Materially False Information.

1. If Tenant, or an agent of Tenant, falsifies any report furnished to County pursuant to the terms of this Agreement, the false reporting shall be considered a material default and breach of this Agreement.

iv. Bankruptcy or Insolvency.

1. If Tenant or any guarantor of this Agreement shall become bankrupt or insolvent, or file any debtor proceedings concerning the Premises in any court, or cause this Agreement to be taken under any writ of execution, or a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same shall be considered a material default and breach of this Agreement.

a. Additionally, the filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, County, or Tenant related to the use or possession of the Premises shall be considered a material default and breach of this Agreement.

b. Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days.

v. Unapproved or Unauthorized Transfer of Interest.

1. If Tenant should make an unapproved or unauthorized transfer of any interest acquired under this Agreement, or assign this Agreement for the benefit of creditors, the same shall be considered a material default and breach of this Agreement.

vi. Failure to Comply with Insurance Requirements.

1. Failure to comply with insurance requirements as needed for the type of operation in relation to this Agreement shall be considered a material default and breach of this Agreement.

vii. Other Agreement Provisions.

1. Failure to comply with provisions of this Agreement within fourteen (14) days after written notice of such failure to comply shall be considered a material default and breach of this Agreement.

b. In addition to any other rights and remedies prescribed in State of Utah law, upon Tenant’s material default and breach of this Agreement, Tenant may avail itself of the following remedies which are cumulative and not exclusive:

i. Right of Surrender.

1. Tenant may surrender possession of the Premises at any given time by giving the County notice of its intent to surrender the Premises. Upon receiving notice of intent to surrender County may agree not to evict Tenant on the condition that the Tenant surrenders possession of the Premises in a timely manner.

2. Upon surrender of the Premises to County, this Agreement shall terminate and Tenant will be obligated to pay County any and all outstanding unpaid rental amounts, fees, or late charges as outlined in this Agreement as applicable and subject to County's duty to mitigate any damages.

ii. Right to Re-Enter.

1. County may seek to reenter and recover possession of the Premises by any lawful means available under State of Utah law, in which case this Agreement shall immediately terminate, and Tenant must immediately remove all personal property, from the Premises.

iii. Right to Relet Premises.

1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises at such rental or rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.

2. Upon each reletting, all rentals received by the County from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to County; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid rent hereunder, and the rent due, if any, shall be held by County and applied in payment of future rent as the same may become due and payable hereunder.

3. If such rentals received from such reletting during any month are less than that to be paid that month by Tenant hereunder, Tenant, upon demand shall pay any such deficiency to the County.

c. Damages.

i. Should County terminate this Agreement at any time for any such breach, County may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated Term over the then reasonable rental value of the Premises for the remainder of the Term, subject, however, to the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.

1. In the event a lawsuit is brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Agreement, or because of breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach is established, Tenant shall pay to County all expenses incurred therefore, including reasonable attorney's fees.
2. No remedy herein or elsewhere in this Agreement or otherwise by law, statute or equity, conferred upon or reserved to County or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise. Nothing herein or elsewhere in this Agreement shall be construed to relieve a Party of its duty to mitigate its damages.
3. All monies due under this Agreement from Tenant to County shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 1.75% per month.

25. COSTS AND ATTORNEY'S FEES; VENUE
   a. The Parties agree that in the event of default, the defaulting Party agrees to pay all reasonable costs and attorney's fees and expenses to enforce this Lease. In any action commenced hereunder concerning the provisions of this Lease, venue shall be in the Moab District Court.

26. CANCELLATION BY TENANT
   a. This Agreement shall be subject to voluntary cancellation by Tenant after the happening of one or more of the following events:
      i. The permanent abandonment of the Airport for commercial aviation;
      ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon;
      iii. Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.
   b. Tenant may exercise such right of cancellation by written notice to the County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

27. QUIET ENJOYMENT
   a. County covenants with Tenant that upon performing the County's obligations herein provided, Tenant shall have quiet enjoyment and peaceful possession of the Premises during the Term of this Agreement, subject to the Airport Minimum Standards and Rules and Regulations.

28. PUBLIC RECORDS

a. It is specifically understood by Tenant that the County is a public body under State of Utah law and must comply with open records and meeting laws.

29. NON-DISCRIMINATION

a. Tenant does also hereby agree to comply with the following provisions as required and amended from time to time by the FAA:

    i. The Tenant, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color gender, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the construction of any improvements on, over or under the Premises.

    ii. Tenant shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.

    iii. That in the event of failure to correct any breach of any of the non-Discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

b. Affirmative Action.

    i. Tenant assures that it, and/or sub-tenant, will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E – Nondiscrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment.

c. Human Rights Law.

    i. Tenant agrees to comply with Section 296, and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other Federal and State statutory and constitutional non-discrimination provisions and agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, and all pertinent regulations pursuant thereto.

d. Enforcement.

    i. In this connection, the County reserves the right to take whatever action it might be entitled by law to take in order to enforce these regulations.

e. Subordination to Authority Government Commitments.

    i. This Agreement is subordinate to the provisions of any Agreements between County and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of the County entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification.

30. RIGHT OF FLIGHT

a. Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in that airspace such noises as may be inherent to the operation of aircraft used for flight in the air; and that County reserves the right to use such airspace for landing at, taking off from, or operating aircraft on or over said Airport.

31. NOTICE AND PLACE FOR PAYMENT OF FEES

a. Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Agreement, may be served upon Tenant (as an alternative to personal service upon Tenant) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Redtail Jet Center, LLC
121 E. 100 S., Suite 108
Moab, UT 84532
Phone: 435-259-7421
randy@flyredtail.com; john@flyredtail.com

i. Or at any other place as Tenant may designate to the County in writing.

b. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Agreement, may be served upon County (as an alternative to personal service) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Grand County Clerk/Auditor
125 East Center St.
Moab, Utah 84532

With a Copy To:
Airport Director
P.O. Box 404
Moab, Utah 84532

County Attorney
125 East Center St.
Moab, Utah 84532

i. Or at any other place as County may designate to Tenant in writing.

c. No successor to County's interest shall be entitled to receive fee payments until Tenant shall have been furnished with:
    i. a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and
    ii. a photocopy of the deed or other instrument by which such interest passed.

32. COMPLIANCE WITH LAWS

a. Tenant agrees to abide by and conform to all of the Airport Rules and Regulations, Minimum Standards, Airport Security Program, County policies, County ordinances, and actions by the Grand County Commission, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted.
b. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport.
c. Tenant agrees that if it fails to correct violations of any Airport Rules and Regulations, Airport Minimum Standards, County policies, County Ordinances, actions by the County Commission, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by County together with an added twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be canceled.
d. Tenant shall further conduct all of its activities in an orderly manner and so as not to annoy or be offensive to others at the Airport. The County shall have the right to advise Tenant as to the demeanor, conduct, and appearance of Tenant's personnel and invitees, whereupon Tenant will ensure removal or remedy the complaint. It is further expressly understood that the willful failure on the part of the Tenant to remove the cause of the complaint shall require a formal complaint and review in consideration of material breach of this Agreement.

33. EVENT OF WAR OR NATIONAL EMERGENCY

a. During time of war or national emergency County shall have the right to establish an Agreement of the landing area or any part thereof to the United States Government for military or naval use and, if any such Agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Agreement to the United States Government, shall be suspended.

34. ASSIGNMENT AND SUBLETTING

a. Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld if the assignee/transferee/sublessee demonstrates financial credibility and the proposed use is consistent with the Airport Minimum Standards and Rules and Regulations.

35. AMENDMENTS.

a. This Agreement may be changed, amended, or modified only upon the written consent of both Parties.

36. SEVERABILITY.

a. If any paragraph of this Agreement is for any reason found invalid or unenforceable, the invalid or unenforceable provision shall be deemed severed from the remainder of this Agreement and the remaining paragraphs shall remain in full force and effect to the fullest extent of the law.

37. MISCELLANEOUS PROVISIONS

a. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.
b. Nothing herein contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the Parties hereto is that of landlord and tenant.
c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to Tenant or others, within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.
d. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.
e. All negotiations and oral agreements acceptable to both Parties have been incorporated herein. This Agreement may not be amended or modified by any act or conduct of any of the Parties or by any oral agreement which is not reduced to writing.
f. The Airport reserves all rights to itself which are not expressly granted herein to Tenant.
g. This Agreement shall be construed under Utah law and shall be interpreted in the Moab District Court.
h. “Tenant” as used herein shall include its successors, assignees, guests, invitees, licensees, personnel, contractors, directors, officers, agents, members, and shareholders, and Tenant

shall assume responsibility for these listed individuals while they are on the Premises and on Airport property.

IN WITNESS WHEREOF, the hands of the Parties the day and year first above set forth.

REDTAIL JET CENTER, LLC, Tenant

SIGNED BY:______________________________________________________
John Ramsey, Owner DATE

GRAND COUNTY

BY:

SIGNED: ______________________________________________________
Jacques Hadler, Grand County Commission Chair DATE

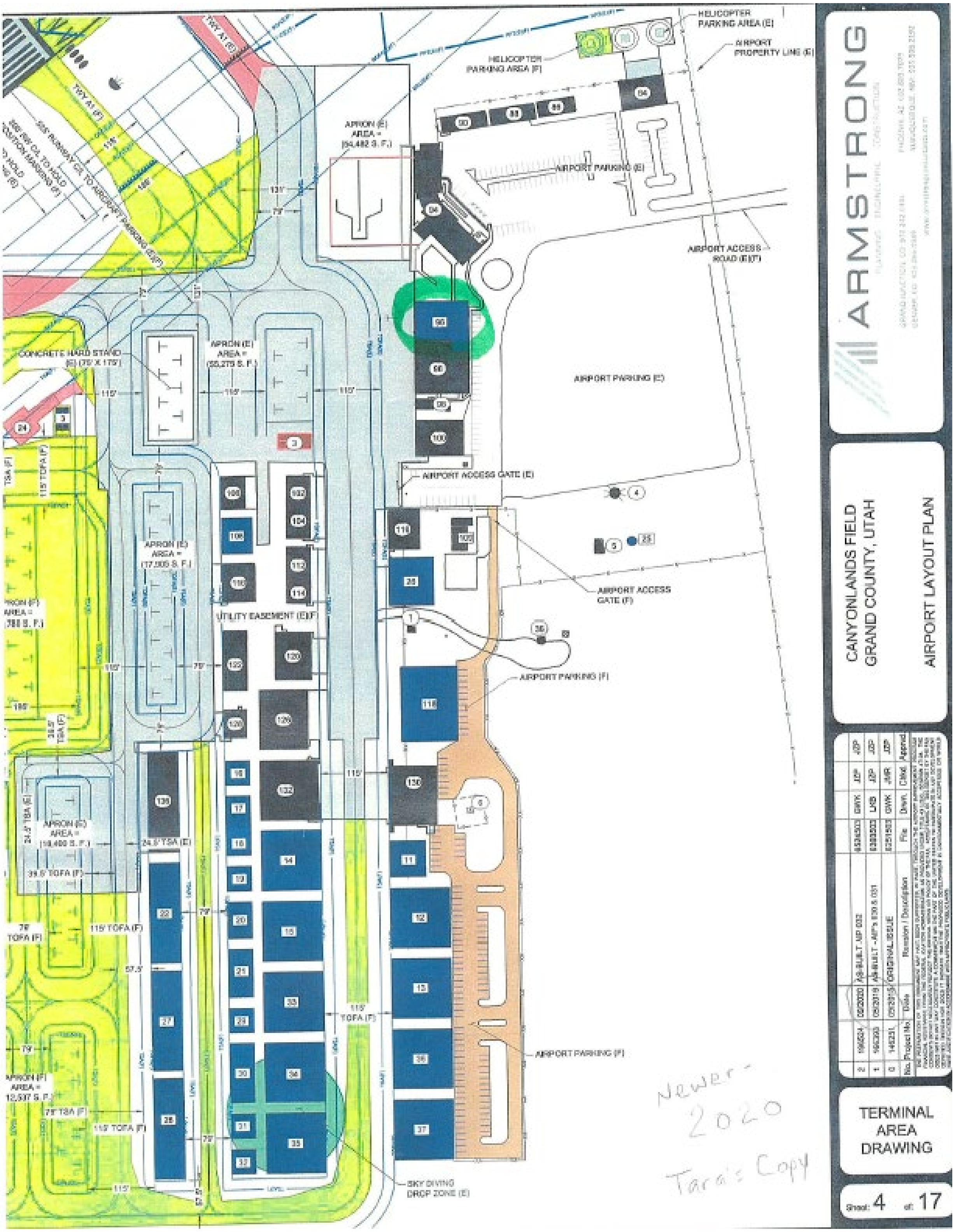
ATTEST: ______________________________________________________
Gabriel Woytek, County Clerk DATE

# EXHIBIT A

# PREMISES

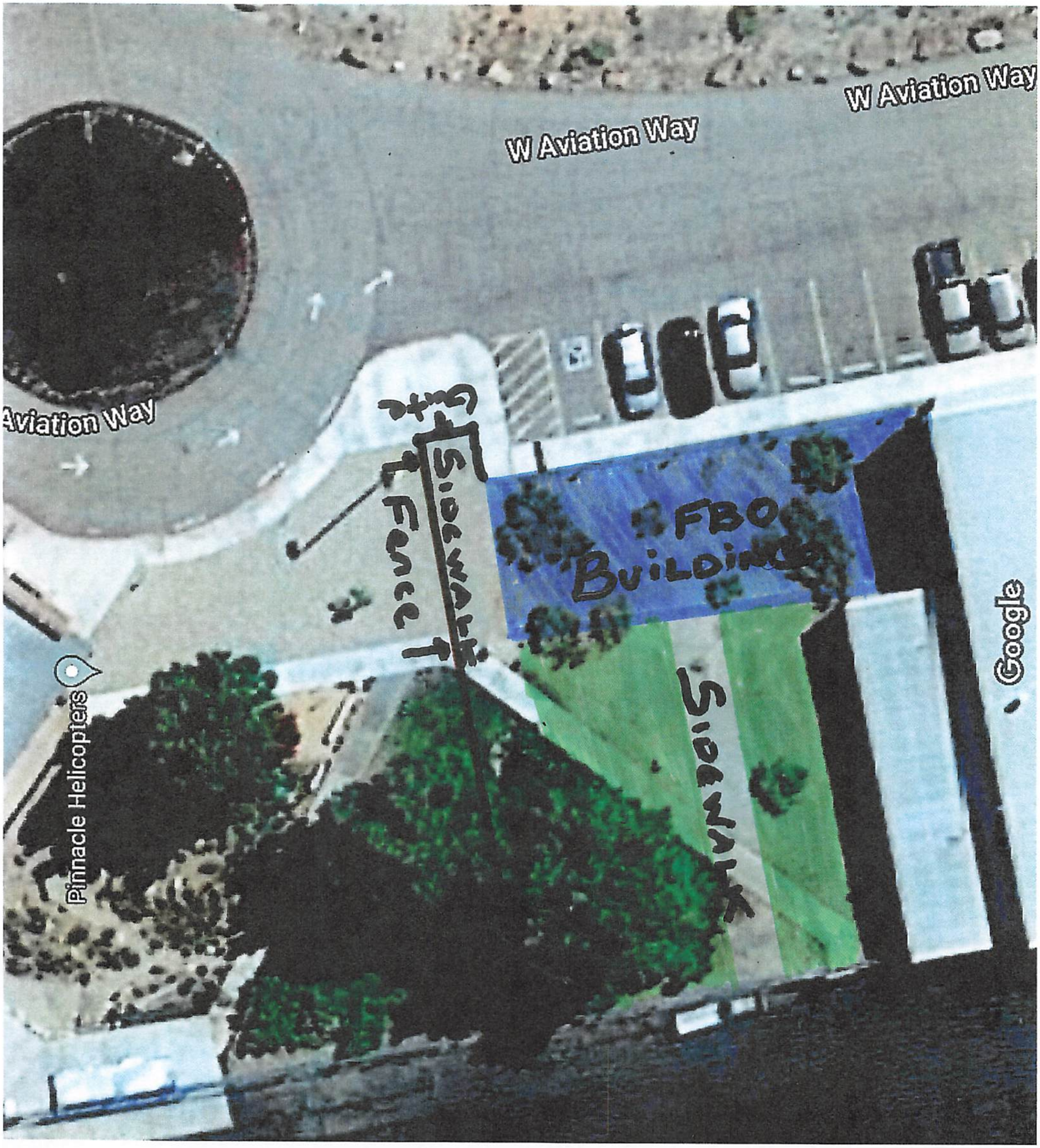
Description:
LOT 96 (northern portion) as depicted in the attached diagrams consisting of 85 feet x 90 feet (7,650 square feet), minus an area of 20 feet x 60 feet (1,200 square feet) which Redtail's office hut currently occupies, thereby equaling a total of 6,450square feet.

The new FBO building is currently planned to occupy an area of 5,000 square feet, with the remaining square feet to be landscaped / improved grounds.

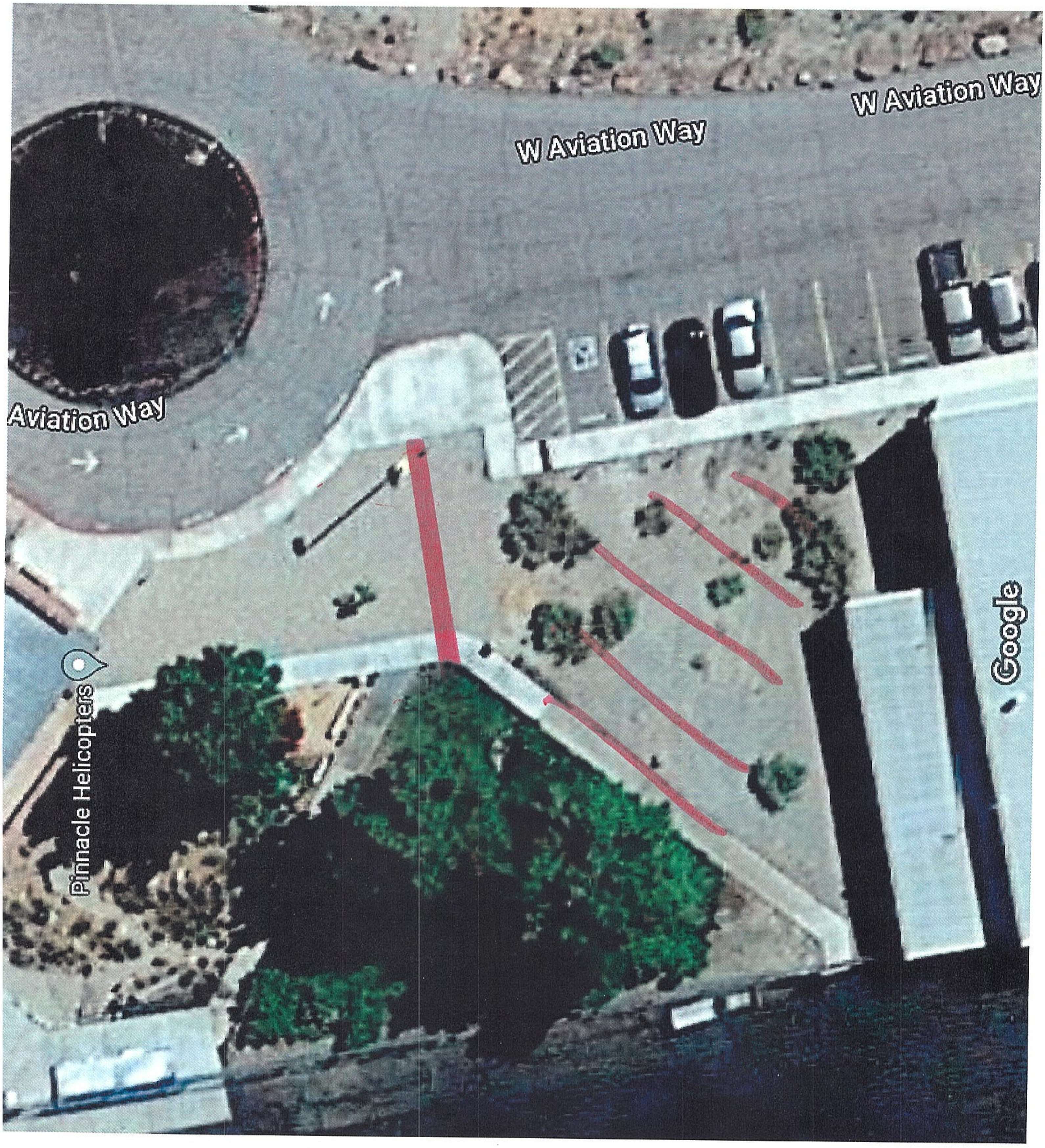

ARMSTRONG
CANYONLANDS FIELD
GRAND COUNTY, UTAH
AIRPORT LAYOUT PLAN
TERMINAL AREA DRAWING
Sheet: 4 of: 17
HELICOPTER PARKING AREA (E)
AIRPORT PROPERTY LINE (E)
HELICOPTER PARKING AREA (F)
APRON (E) AREA = (54,482 S. F.)
AIRPORT PARKING (E)
AIRPORT ACCESS ROAD (E)(F)
CONCRETE HARD STAND (E) (75' X 175')
APRON (E) AREA = (55,275 S. F.)
AIRPORT PARKING (E)
AIRPORT ACCESS GATE (E)
APRON (E) AREA = (17,505 S. F.)
UTILITY EASEMENT (E)(F)
AIRPORT ACCESS GATE (F)
AIRPORT PARKING (F)
APRON (E) AREA = (18,400 S. F.)
AIRPORT PARKING (F)
SKY DIVING DROP ZONE (E)
Newer- 2020
Tara's Copy

# EXHIBIT B

# SITE PLANS



W Aviation Way
W Aviation Way
Aviation Way
Gate
Sidewalk
Fence
FBO Building
Sidewalk
Pinnacle Helicopters
Google


W Aviation Way
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Aviation Way
Pinnacle Helicopters
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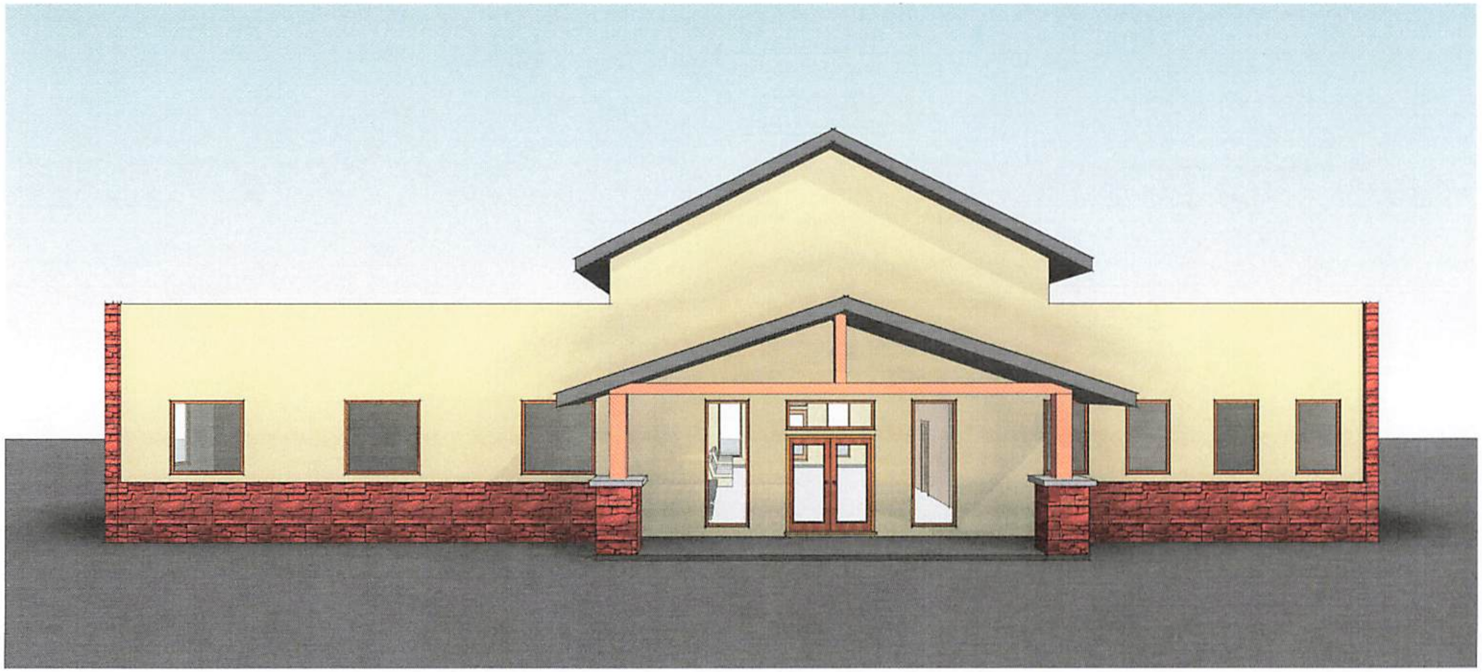
↑ Ramp



DMJ STUDIOS

# REDTAIL AIR OFFICE BUILDING

CLIENT:

RANDY MARTIN

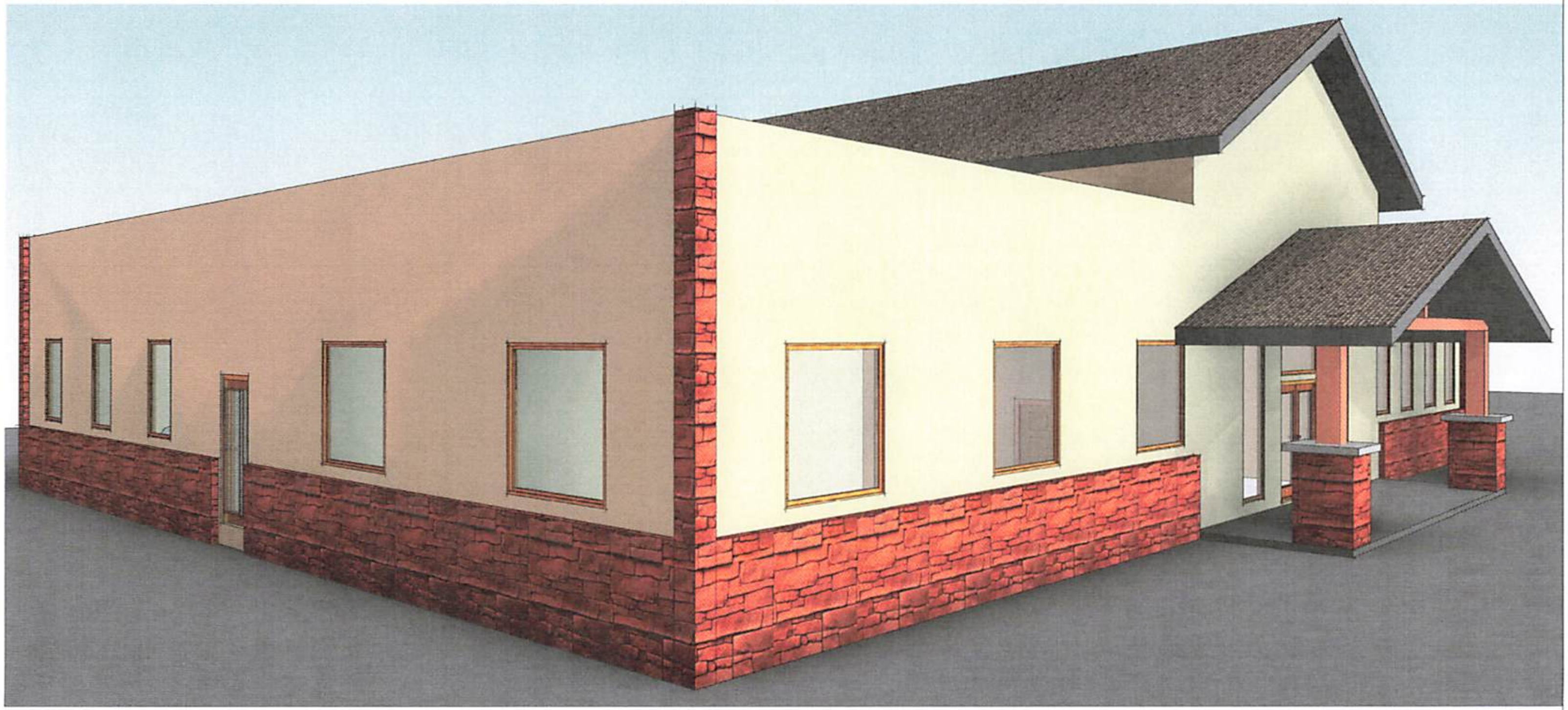
PROJECT ADDRESS:
94 W Aviation Way,
Moab,
UT 84532

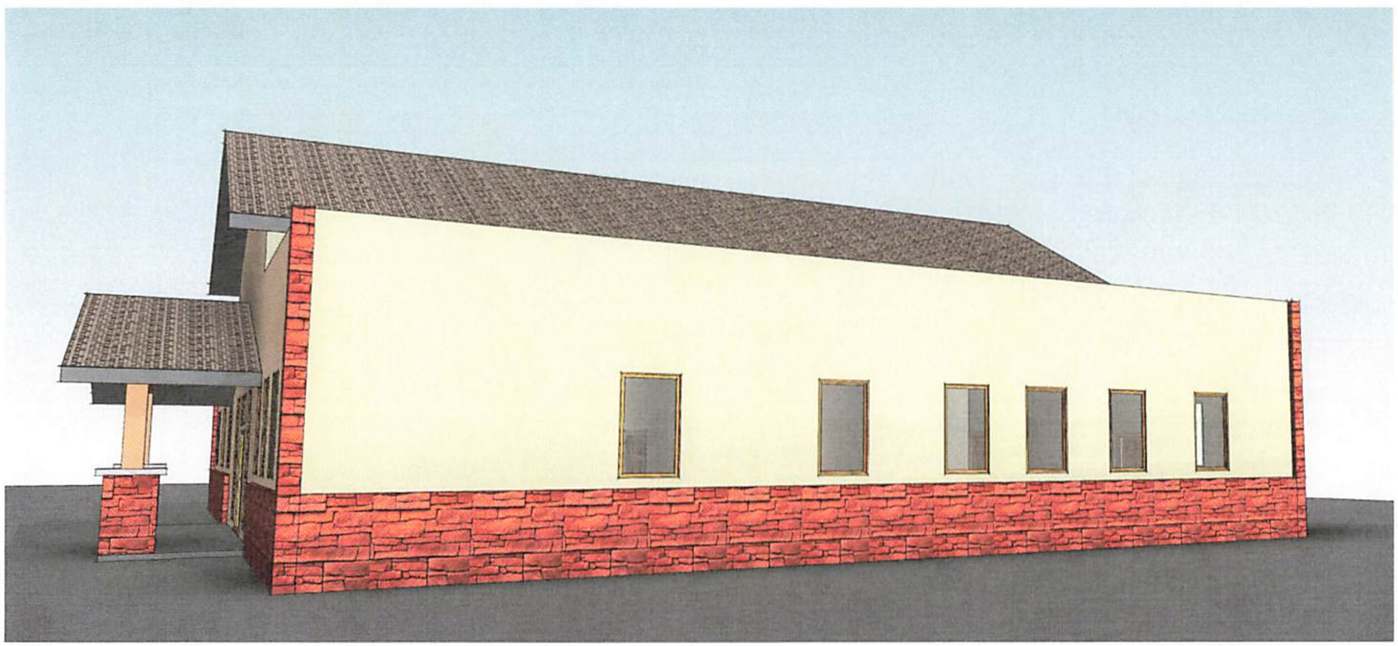
3D

| | |
|---|---|
| Project number | 001 |
| Date | FEBRUARY, 2022 |
| Drawn by | STEPHEN |
| Checked by | STEPHEN |

A105

Scale





DMJ STUDIOS

REDTAIL AIR OFFICE BUILDING

CLIENT:

RANDY MARTIN

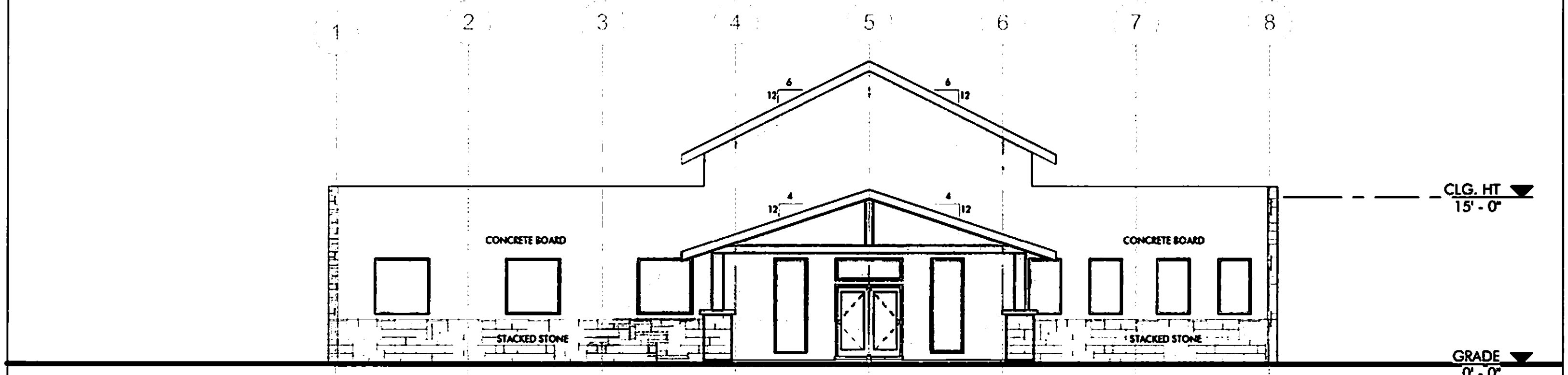
PROJECT ADDRESS:
94 W Aviation Way,
Moab,
UT 84532

3D

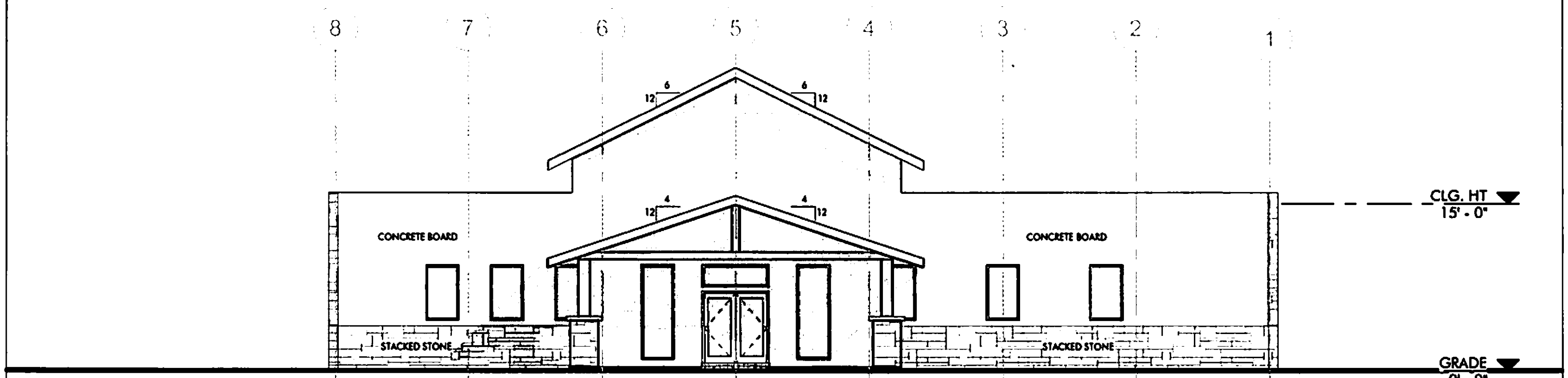
| | |
|---|---|
| Project number | 001 |
| Date | FEBRUARY, 2022 |
| Drawn by | STEPHEN |
| Checked by | STEPHEN |

A106

Scale




① FRONT ELEVATION
1/8" = 1'-0"




② REAR ELEVATION
1/8" = 1'-0"

DMJ STUDIOS

# REDTAIL AIR OFFICE BUILDING

CLIENT:

RANDY MARTIN

PROJECT ADDRESS:

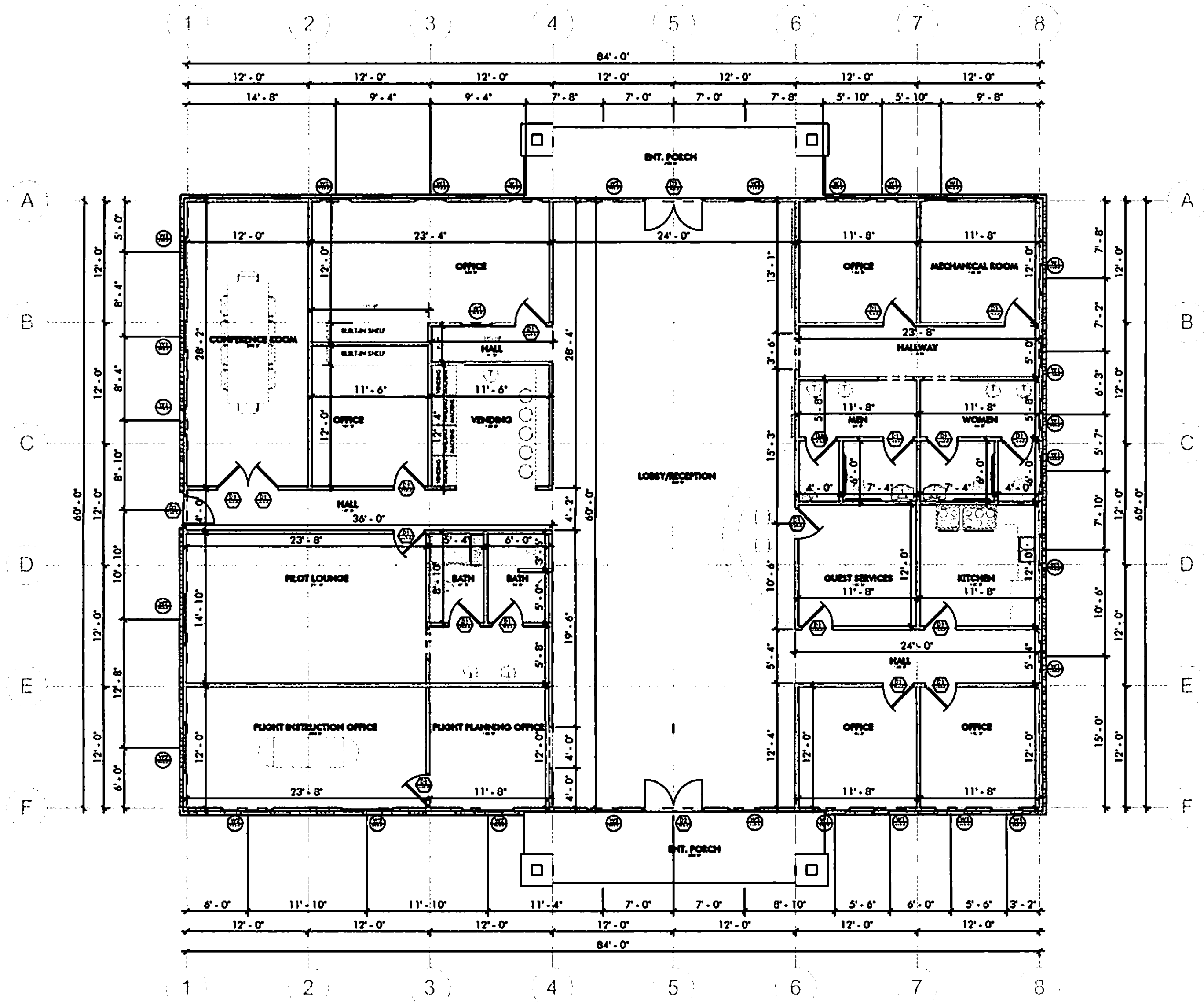
94 W Aviation Way,
Moab,
UT 84532

## FRONT & REAR ELEVATIONS

| | |
|---|---|
| Project number | 001 |
| Date | FEBRUARY, 2022 |
| Drawn by | STEPHEN |
| Checked by | STEPHEN |

A103

| | |
|---|---|
| Scale | 1/8" = 1'-0" |




① PROPOSED FLOOR PLAN
1/8" = 1'-0"

# REDTAIL AIR OFFICE BUILDING

CLIENT:

RANDY MARTIN

PROJECT ADDRESS:
94 W Aviation Way,
Moab,
UT 84532

PROPOSED LAYOUT

| | |
|---|---|
| Project number | 001 |
| Date | FEBRUARY, 2022 |
| Drawn by | STEPHEN |
| Checked by | STEPHEN |

A101

| | |
|---|---|
| Scale | 1/8" = 1'-0" |

# EXHIBIT C

# CERTIFICATES OF INSURANCE (COI)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Velocity Insurance Group, LLC<br>6300 Sagewood Dr., Ste H503<br><br>Park City UTI 84098 | CONTACT NAME: Rod Ritter<br>PHONE (A/C, No, Ext): (877)226-7333 FAX (A/C, No): 435-487-1214<br>E-MAIL ADDRESS: rritter@velocityins.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Endurance American Ins. Co. |
| INSURED<br>Redtail Air, Inc and Pinnacle Helicopters, LLC<br>P.O. Box 1004<br>121 East 100 So., Ste 108<br>Moab UT 84532 | INSURER B : through W. Brown and Assoc.<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** CERTIFICATE NUMBER: 22-23 Aviation General REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>x Aviation General Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | | | NAF6051259 | 12/5/2022 | 12/5/2023 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 250,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 5,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 5,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS SCHEDULED AUTOS<br>HIRED AUTOS NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Aviation General Liability extends to all premises necessary and incidental tothe Aviation Operations of the Named Insured

On-Premises Auto Liability extended - per policy endorsement

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Grand County<br>125 East Center<br>Moab, UT 84532 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>Rodney Ritter/JODEE |

# COMMENTS/REMARKS

ADDITIONAL INSURED
The Certificate Holder shall be included as an Additional Insured (s) for Airport Premises Liability, but only for liability arising out of the operations of the Named Insured.

Liability extended to Mobile Equipment registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment with your permission; as per policy wording.

# CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Velocity Insurance Group, LLC
6300 Sagewood Dr., Ste H503
Park City UT 84098

CONTACT NAME: Rod Ritter
PHONE (A/C, No, Ext): (877)226-7333
FAX (A/C, No): 435-487-1214
E-MAIL ADDRESS: rritter@velocityins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Endurance American Ins. Co. | |
| INSURER B: through W. Brown and Assoc. | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Redtail Air, Inc. Pinnacle Helicopters, LLC
P.O. Box 1004
121 East 100 So, Suite 108
Moab UT 84532

## COVERAGES

CERTIFICATE NUMBER: 22-23 Aircraft Liability REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Aircraft Liability | | | NAC6051252 | 12/5/2022 | 12/5/2023 | *See Below | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE PAGE 2 FOR AIRCRAFT SCHEDULE

## CERTIFICATE HOLDER

Grand County
125 East Center Street
Moab, UT 84532

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rodney Ritter/JODEE

## COMMENTS/REMARKS

AIRCRAFT AS SCHEDULED IN THE POLICY for FULL FLIGHT:

As respects to Quest Kodiak Aircraft Liability Limits: $3,000,000 CSL Bodily Injury and Property Damage limited to $300,000. per person

As respects to Cessna 207's and Airvan Aircraft Liability Limits: $2,000,000. CSL Bodily Injury and Property Damage limited to $300,000. per person.

As respects to Cessna 172 Aircraft Liability Limits: $1,000,000 CSL Bodily Injury & Property Damage limited to $200,000. per person

As respects to the Robinson R44 Aircraft Liability Limits: $2,000,000 CSL Bodily Injury & Property Damage limited to $100,000. per person

ADDITIONAL INSURED

The Certificate Holder shall be included as an Additional Insured (s) for Aircraft Liability, but only for liability arising out of the operations of the Named Insured.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/05/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Velocity Insurance Group, LLC<br>6300 Sagewood Dr., Ste H503<br>Park City UT 84098 | **CONTACT NAME:** Kathie Hill<br>**PHONE (A/C, No, Ext):** (877) 226-7333 **FAX (A/C, No):** (435) 487-1214<br>**E-MAIL ADDRESS:** khill@velocityins.com |
| **INSURED**<br>Redtail Air, Inc.<br>P.O. Box 1004<br>Moab UT 84532 | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Granite State Insurance Company | 23809 |
| INSURER B : | | |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

**COVERAGES** **CERTIFICATE NUMBER:** 22/23 Auto **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE / OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC<br>OTHER: | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| A | **AUTOMOBILE LIABILITY**<br>☒ ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | Y | | 02-CA-084607161-8 | 12/01/2022 | 12/01/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | **UMBRELLA LIAB** / OCCUR<br>**EXCESS LIAB** / CLAIMS-MADE<br>DED / RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder is Additional Insured as respects Business Auto Liability when required by written contract.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Grand County<br>125 East Center<br>Moab UT 84532 | **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**<br>**AUTHORIZED REPRESENTATIVE** |

WCF Mutual Insurance Company
100 W Towne Ridge Pkwy
Sandy, UT 84070
385 351-8000

## Workers Compensation and Employers Liability Insurance Policy

| NCCI Co Number: **19933** | INFORMATION PAGE | Policy Number: **3446472** |
|---|---|---|

1. INSURED/MAILING ADDRESS:
**ARROW WEST AVIATION INC**
**121 E 100 S Ste 108**
**Moab, UT 84532-2661**
**(435) 820-6007**

Other workplaces not shown above: See Schedule WC 200 A
Other named insured (if applicable):

Entity Type: **Corporation**
Renewal of Policy No: **3446472**

| | |
|---|---|
| F.E.I.N. | 870618479 |
| NCCI Risk Id | 430027662 |
| UT Unemployment Id | 000000 |

2. POLICY PERIOD: From 11/26/2022 to 11/26/2023 at 12:01am at the Insured's mailing address

3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the state listed here:

**UT**

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

| | | |
|---|---|---|
| **Bodily Injury by Accident** | **$1,000,000** | **Each Accident** |
| **Bodily Injury by Disease** | **$1,000,000** | **Policy Limit** |
| **Bodily Injury by Disease** | **$1,000,000** | **Each Employee** |

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

**None**

D. This policy includes these endorsements and schedules:
**See Schedule WC 200 C**

4. PREMIUM:
The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications | Code No. | Premium Basis Total Estimated Annual Remuneration | Rates Per $100 of Remuneration | Estimated Annual Premium |
|---|---|---|---|---|
| | | **See Schedule WC 200 D** | | |
| | | | Expense Constant | **$200.00** |
| | | | Total Estimated Annual Cost: | **$27,116.00** |

Minimum Premium: **$800.00 Utah**
Deposit Premium:

If indicated below, interim adjustments of premium shall be made:
____ Semi-annually; ____Quarterly; ____Monthly

PRODUCER:
WASATCH-LEAVITT INSURANCE AGENCY INC
1443 W 800 N #202
OREM, UT 84057
(801) 224-2044

Countersigned By

WC000001A

Issue Date: 11/22/2022 | Issuing Office: Sandy, Utah

## SCHEDULE OF OTHER WORKPLACES

**Name of Insured:** **ARROW WEST AVIATION INC**
**Name of Insurer:** **WCF Mutual Insurance Company**
**Policy Number:** **3446472**
**Policy Period:** **11/26/2022 at 12:01am** to **11/26/2023 at 12:01am**

| Name/Address | Fein | #Employees |
|---|---|---|
| ARROW WEST AVIATION INC<br>94 AVIATION WY<br>MOAB, UT 84532 | 870618479 | 0 |
| ARROW WEST AVIATION INC<br>3095 E AIRPORT ROAD<br>PRICE, UT 84501 | 870618479 | 12 |

**Tara Collins <tcollins@grandcountyutah.net>**

# Re: Food Trailer @ KCNY

1 message

**Tammy Howland** <thowland@grandcountyutah.net> Thu, Apr 20, 2023 at 11:12 AM
To: Shanna Roads <shanna@flyredtail.com>
Cc: Tara Collins <tcollins@grandcountyutah.net>

Shanna,
This is a new kind of request. We will likely need to present this to the Airport Board for approval. This is typically the first step in this process and then we would draft some sort of agreement. If it is something you want to do, please submit a letter of intent with a summary of your services offered and a rough idea of hours of operation.

Tammy Howland
Airport Director
Canyonlands Regional Airport
435-259-4120

On Thu, Apr 20, 2023 at 10:08 AM Shanna Roads <shanna@flyredtail.com> wrote:

> Hi Tammy,
> My husband and I are in the process of opening a mobile food trailer.....Texas Tacos. We were hoping to be able to come out to the airport from time to time and sell food. Is this possible and what do we need to do to make this happen? We also are not wanting to be a permanent fixture out here or be here every day. I was thinking on the days we did come we could come out around when the commercials are running. We are hoping sometime next month to be fully operational. Please let me know what you think, I am also at the FBO desk on Monday afternoons and all day Tuesday - Thursday.
>
> Sincerely,

**Shanna Roads**
*Guest Services Agent*
**Redtail Air, Inc.**
p: (435) 259-7421
a: 94 West Aviation Way
Moab, Utah 84532
w: flyredtail.com e: info@flyredtail.com

Please click here to see information about items that we can carry on our airplanes.



**Please click here to see information about items that we can carry on our airplanes.**
**The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain confidential and/or privileged material. Any review, re-transmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information.**

# GRAND COUNTY, UTAH
# RESOLUTION NO. 3347 (2023)

## REPEALING AND REPLACING RESOLUTION 3184 (2019) AND APPROVING BOARD APPOINTMENT PROCESS AND REQUIREMENTS OF BOARD MEMBERS AND COMMISSIONERS SERVING GRAND COUNTY

**WHEREAS,** the Grand County Commission recognizes there is a need to create an appointment process for appointing volunteer board members and commissioners to the various boards, councils, committees and commissions serving Grand County, as well as Local District and Special Service District non-elected boards, the Housing Authority of Southeastern Utah board and the Southeastern Utah District Health Department board ("Boards");

**WHEREAS**, the Grand County Commission recognizes there is a need for all Boards to have the same general requirements for board members and commissioners including those required by law;

**WHEREAS**, the Grand County Commission shall approve all appointments to Boards that are under the authority of the Commission supported by ordinance, resolution, or ordered by state law;

**WHEREAS**, it is necessary to update or create new policies and procedures from time to time to improve efficiency; and

**WHEREAS,** the County Commission wishes to modify the board appointment policies and procedures to clarify responsibilities and reflect streamlined electronic processes.

**NOW THEREFORE, THE GRAND COUNTY COMMISSION RESOLVES AS FOLLOWS:**

All Board appointments shall be selected in the following manner:

1. The Grand County Commission Office ("Commission Office") shall create and maintain a list of all Boards.

2. The Commission Office or Staff Liaisons ("Staff") to Boards and Board Chairs ("Chair") shall create and maintain Board specific membership lists with all board members and their term expirations.

3. By October 1, the Staff or Chair must notify the Commission Office of the current members whose terms will expire at the end of the calendar year. In cases where a vacancy is created during the middle of a board member's term (mid-term vacancy), the

Staff or Chair must notify the Commission Office of the vacancy. The Commission Office shall post a notice of the vacancy as soon as practically possible.

4. The Commission Office or Staff shall post a notice of Board vacancies, including mid-term vacancies, in a local newspaper of record, bulletin boards within the County Courthouse, and on the County's website. The published notice shall list general requirements for serving on the Board(s) and shall be open until filled unless the board member whose term expires at year-end expresses in writing their desire to remain on the Board until the vacancy is filled, beyond year-end. The Commission Office or Staff shall ensure all submitted applications go to the respective Board for review and consideration.

5. Interested residents shall submit an official Board Application Form ("Application") contained in (Exhibit A) of this Resolution.

6. The Commission Office or Staff shall receive by personal delivery, mail, email, or online submission all Applications. The Commission Office or Staff shall review that the Applications have been completed and that the applicants meet the requirements for service to the requested Board, and forward all Applications that appear to meet the requirements for service to the appropriate party/parties for verification of meeting the requirements and consideration for appointment.

7. Boards shall interview all qualified applicants in an open meeting of the body.

8. During the interview process, the Board Members are encouraged to ask questions that verify an applicant's eligibility of meeting requirements for service contained in this Resolution and other adopted documents including but not limited to: state law, county ordinance, and adopted bylaws of the Board to ascertain an applicant's qualifications for appointment. The Boards forward recommendation(s) by motions which may contain findings as to their recommendation to the County Commission; such affirmative Board recommendations shall be in writing from the Chair or Staff, addressed to the County Commission, and provided to the Commission Office within seven days of the adopted motion.

9. The County Commission, at the next regular meeting in which appointments may be considered shall appoint a recommended applicant, or an applicant of the Commission's choice, or keep the position open to consider additional applicants. If a board fails to make a recommendation, the County Commission may appoint a qualified applicant. The County Commission must consider year-end appointments after January 1 of the following year.

10. If the Board's bylaws do not specify otherwise the current Board Member, if willing and able to continue to serve, shall express in writing to the Commission Office their desire to remain on the Board until they are replaced. If such Board Member is unwilling or unable to remain on the Board, or if such Board Member does not timely express in writing their desire to remain on the Board until they are replaced, then the position is considered vacant at the expiration of term, until filled.

11. All general Board Members shall:
    a. Be a Grand County Resident unless otherwise indicated by Ordinance, Land Use Code, or Board Bylaws approved by the County Commission;
    b. Be appointed to 4-year terms, unless a different period is required by law, such as a partial term created by a mid-term vacancy, or is necessary to create staggered terms, which appointment shall be made in the first Commission meeting in January of each year for year-end appointments;
    c. Take office the first meeting following appointment by the County Commission;
    d. Have the appropriate expertise when required by law;
    e. Submit applications to the Commission Office or Staff in accordance with the requirements contained in the notice; and
    f. Agree to abide by the Commission's Conflict of Interest Ordinance.

12. Boards are encouraged to recommend amendments to their Bylaws to reflect the established appointment process and requirements as stated above.

13. Members who are currently serving on Boards who do not meet the requirements stated in this document shall be replaced once their term is completed.

14. In the event that an ordinance is in conflict with this resolution, the ordinance shall prevail. If a Board's bylaws are in conflict with this resolution this resolution shall prevail.

**APPROVED THIS __2nd_______DAY OF____May_____________, 2023, BY THE FOLLOWING VOTE:**

**AYE:** _Clapper, Hadler, Hedin, McCurdy, McGann, Winfield______
**NAY:** ____________________
**ABSENT:** ____________________

**ATTEST:**

Gabriel Woytek
Gabriel Wotek, Clerk/Auditor

**GRAND COUNTY COMMISSION**

Jacques Hadler , Chair

# EXHIBIT 1: APPLICATION

Grand County Utah

**Board and Commission Application and Certification Form**

Instructions: Complete and sign this form and return it to Grand County Commission Office or the respective Department, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Applied For: ______________________________

Name: ____________________________________________________________

Mailing Address:__________________________________________________________

City:______________________ State:______________ ZIP Code:__________

Day Phone: _____________________ Email Address: ___________________________

In what year did you establish your current residency in Grand County?_________ (residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; **two** years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah)

_____________________

Occupation or professional training: _________________________________________

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

**CERTIFICATION**

I have read Resolution No. 3184, I understand the eligibility requirements for serving on the above-named Board or Commission, and I certify, that all the information on this form is true and correct.

Additionally, I have read and understand the County's Professional Ethics and Conflict of Interest Ordinance No. 593 (2019), including my duty to disclose non-restricted conflicts of interest prior to relevant discussions and votes and recuse myself from discussions and votes involving my restricted conflicts of interest.

If appointed, I agree to faithfully attend the meetings and adhere to the State law, County resolution and ordinance, and the Bylaws that govern the Board or Commission on which I am appointed to serve. .

Signature: ____________________________ Date: _____________________

# Exhibit B: Ordinance No. 593 Ethics and Conflict of Interest Policy

# GRAND COUNTY, UTAH
# ORDINANCE NO._674_

## REPEALING AND REPLACING ORDINANCE NO. 472 ESTABLISHING A PROCESS FOR THE AMENDMENT AND ADOPTION OF BY-LAWS FOR BOARDS, COUNCILS, COMMISSIONS, AND COMMITTEES

**WHEREAS,** the County Commission has established Boards, Councils, Commissions, and Committees, and these bodies are a vital component of Grand County's government; and

**WHEREAS,** Boards, Councils, Commissions, and Committees have business related to Grand County that requires actions; and

**WHEREAS,** it is common for Boards, Councils, Commissions, and Committees to adopt By-Laws that define internal protocols for conducting business; and

**WHEREAS,** the County Commission recognizes that there is a need to create a process for establishing and amending By-Laws for its Boards, Councils, Commissions, and Committees to ensure that there are no conflicts between the By-Laws of its various Boards, Councils, Commissions, and Committees and other County or State ordinances and to ensure that these By-Laws are properly recorded;

**WHEREAS,** it is necessary to update policies and processes from time to time to improve efficiency and address county needs; and

**WHEREAS,** the County Commission wishes to modify the by-law amendment and adoption process and clarify content requirements for Boards, Councils, Commissions, and Committees.

**NOW THEREFORE,** the County Commission ordains the following process for amending or adopting By-Laws for Boards, Commissions, or Committees.

1. DRAFTING. The individual Commission, Board, Council, Commission, or Committee is encouraged and empowered to draft and amend respective By-Laws as needed.

2. PURPOSE OF BY-LAWS. The purpose of By-Laws is for the Commission, Board, or Committee to establish protocol for the internal affairs of that Board, Council, Commission, or Committee.

By-Laws may include but are not limited to the protocol addressing the following:

A. Officers of the respective Board, Council, or Committee and each office's purpose and core responsibilities;
B. The process for electing or appointing each Officer on the respective Commission, Board, Council, or Committee;
C. An outline for agendas and the order in which business will be conducted

D. The meeting process of the respective Commission, Board, Council, or Committee;
E. The agreement to follow Robert's Rules of Orders, such as making motions, opportunity to second each motion, discussion, opportunity to amend each motion, voting, calling the majority vote, and recording the approved motion in the minutes;
F. The process for decorum and debate during the meetings;
G. The process for creating the agenda, such as how to have a topic placed on the agenda; and
H. The terms of the Commission, Board, Council, or Committee members.
By-Laws shall not include protocol addressing the following matters contained in this section; rather, these matters shall be contained in the ordinance or resolution which establishes the Board, Council, or Committee:
    a. The purpose of the Board, Councils, Commission, or Committee; or
    b. The scope, authority, and responsibilities of the Board, Councils, Commission, or Committee; or
    c. Processes relating to the Board, Councils, Commission, or Committee that are outside of business relating to the respective body's meeting.

A Board, Council, Commission, or Committee may make a recommendation to the County Commission regarding amending a resolution or ordinance to address the aforementioned matters.

3. REVIEW OF BY-LAWS. County staff members assigned to the Board, Councils, Commission, or Committee along with the Commission Administrator, and County Attorney's Office shall review the proposed By-Laws for compliance with the existing County Ordinance and State Code and shall return comments to the respective Board, Councils, Commission, or Committee to consider.

After consideration of the County staff, Commission Administrator, and County Attorney's comments, the Board, Councils, Commission, or Committee shall forward a final By-Laws draft to the County Commission for approval of the By-Laws.

4. APPROVAL OF BY-LAWS. The Commission shall approve the By-Laws by resolution to be maintained in the County Clerk's Office for the purposes of historical recordkeeping and reference.

5. APPLICABILITY. This Ordinance amends and establishes an updated process for the adoption of By-Laws for Boards, Councils, and Committees. This ordinance repeals abrogates and annuls any existing provisions of other County resolutions and ordinances adopted prior to the passing of this ordinance on the date below so stated.

***APPROVED*** this _2nd_day of _May_, 2023 by the following vote:

***Those voting Aye:*** *Clapper, Hadler, Hedin, MCurdy, McGann, Walker, Winfield*

***Those voting Nay:***

***Those absent:***

***ATTEST:***

Gabriel Woytek
______________________________
***Gabriel Woytek, Clerk/Auditor***

***APPROVE:***

______________________________
***Jacques Hadler, Grand County Commission Chair***