

# CANYONLANDS REGIONAL AIRPORT



## MINIMUM STANDARDS for Aeronautical Activities

## RECORD OF CHANGES

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## INTRODUCTION

The Canyonlands Regional Airport (the “Airport” or “CNY”) is the primary commercial and general aviation air transportation facility for the Southeastern region of the state of Utah. The Airport is owned and managed by Grand County (the “County”), located approximately 16 miles north of Moab, UT and does not have any jurisdiction or regulatory authority on adjacent public land or within the airspace of the United States of America. CNY is an economic driver to the local communities, Grand County, and the region.

Grand County, with input from Airport Management, the Grand County Airport Board, and Airport Tenants and Users, developed and adopted these Minimum Standards (the “Standards”) to protect the best interests of the public and promote CNY in a reasonable manner by requiring a minimum level and quality of products, services and facilities required of aeronautical businesses at the Canyonlands Regional Airport. These Standards are designed to provide reasonable opportunity, without unjust discrimination, for the non-exclusive conduct of commercial aeronautical activities at the airport.

The County reserves the right to review and amend these Standards from time to time and may promulgate revisions deemed necessary to address proposed aeronautical activities or to protect or improve the Airport or the quality of service provided to the public.

In the event of conflict between these Standards and provisions within unexpired lease agreements, the unexpired lease agreements shall control Aeronautical Activities on Airport Property; provided, however, renewal or amendment of any lease or agreement shall trigger integration of these Standards into such agreements.

It should be emphasized that this document specifies the Standards that must be met to conduct aeronautical activities at the Airport. Applicants and Operators are encouraged to exceed these minimums whenever possible.

## 1. DEFINITIONS

- 1.1. **ACM (Airport Certification Manual)** – The manual certified by the FAA to comply with Part 139 requirements.
- 1.2. **Aeronautical Activity** – Any activity conducted on Airport property which involves or makes possible the operation of aircraft or which contributes to or is required for the safe operation of aircraft. Examples include, but are not limited to: aircraft charter, flight training, aircraft rental and sightseeing, aerial photography, aircraft deicing, aircraft ground handling, aircraft management, aerial application, aircraft sales, aircraft manufacturing/restoration, sale of aviation petroleum products, baggage handling, repair and maintenance of aircraft and sale of aircraft parts.
- 1.3. **Aircraft** – A generic term used to identify all types of aviation equipment to include airplanes, helicopters, ultra-lights, gliders, powered parachutes, etc.
- 1.4. **Airport (“Airport” or “CNY”)** – The property allocated for the operation of Canyonlands Regional Airport (CNY) located on Grand County property in the State of Utah, as depicted on the current Airport Layout Plan.
- 1.5. **Airport Board** – The County Airport Board, a volunteer advisory board to the County Commission.
- 1.6. **Airport Layout Plan** – The current approved, scaled dimensional layout diagram of the entire Airport property, indicating current proposed usage from each identifiable segment as approved by the Federal Aviation Administration and the County.
- 1.7. **Airport Policies** - These policies and procedures adopted by Grand County as minimum requirements to be met as a condition for the right to conduct Aeronautical Activities on the Airport.
- 1.8. **Airport Users** – Users of Airport facilities, including but not limited to commercial operators, individual pilots, aircraft owners, hangar owners, tenants, tie-down renters and any other users that operate or visit the airport. Airport users do not include the general public and customers of commercial operators.
- 1.9. **Airside** – The airside portion of the Airport are the areas inside the perimeter fence without any man-made barrier between areas where aircraft take-off, land, taxi, and park. Areas inside the perimeter fence are considered airside.
- 1.10. **ALP/AMP (Airport Layout Plan / Airport Master Plan)** – The scaled dimensional layout of the entire Airport property indicating current and proposed usage for each identifiable segment as approved by the FAA.
- 1.11. **AMA (Airport Movement Area)** – Areas of the Airport where aircraft transition from flight to the ground and move to and from aprons, including runways, taxiways, and taxi-lanes.
- 1.12. **ARFF (Aircraft Rescue & Firefighting)** – A firefighter employed by Grand County and certified by the FAA for response to aviation related accidents at the airport. According to FAA Title 14 Part 139, ARFF personnel are only required to be available during periods of scheduled commercial flights.
- 1.13. **ASP (Airport Security Program)** – The security program established for CNY following 49 CFR 1542 – Airport Security and approved by the Transportation Security

Administration (TSA).

- 1.14. **Base Rate** - The established rate at the time an Agreement is made and entered into in accordance with the County approved Fee Schedule for Airport Rates, Fees & Charges.
- 1.15. **Commercial Aeronautical Activity** – Any aeronautical activity which involves or makes possible the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objectives are accomplished. Commercial Aeronautical Activities which shall be subject to these Standards include, but are not limited to, the following aeronautical and ground transportation activities: aircraft sales, aircraft manufacturing/restoration, airframe or powerplant repair, aircraft rental, flight training, air taxi/charter, aircraft deicing, aircraft ground handling, aircraft management, fractional aircraft programs, avionics, instrument or propeller service, commercial flight services, car rental or baggage handling.
- 1.16. **Commercial Fueling** - The act of selling fuel and services for a fee to Operators.
- 1.17. **County** – Grand County, a political subdivision of the State of Utah.
- 1.18. **County Commission** – The legislative body for Grand County.
- 1.19. **CTAF (Common Traffic Advisory Frequency)** – The frequency that aircraft use to announce intentions and communicate with other aircraft in the airport traffic pattern or while on an airport movement area. The CTAF frequency is 122.800.
- 1.20. **Customer** - Any individual or organization conducting business at the airport.
- 1.21. **Director** – The Airport Director or their designee of the Canyonlands Regional Airport as selected by Grand County and is tasked with the authority to enforce these Minimum Standards.
- 1.22. **Drop Zone** – The area designated on the ALP/AMP for parachute and landing operations.
- 1.23. **Enplanement** – An individual person paying for a departure from the airport to a destination away from the airport. The act or process of boarding an aircraft.
- 1.24. **Entity** – A person, persons, firm, partnership, limited liability company, unincorporated proprietorship, association, group or corporation.
- 1.25. **FAA (Federal Aviation Administration)** – A division of the United States Department of Transportation that regulates aircraft and airspace.
- 1.26. **FAR (Federal Aviation Regulations)** – Rules prescribed by the FAA governing all aviation activities in the United States which can be found in the Code of Federal Regulations (CFR).
- 1.27. **FBO (Fixed Base Operator)** – An organization granted the right by an airport to operate and provide aeronautical services such as fueling, hangering, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, and similar services.
- 1.28. **Flying Club** – Any combination in which three or more persons are associated (directly or indirectly) as individuals or as any association or legal Entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue

Service.

- 1.29. **FOD (Foreign Object Debris)** – Any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft.
- 1.30. **Full-Service Operator** – A Full-Service Operator (FSO) is any Entity who shall have entered into a written agreement with the Grand County to provide on the Airport and serve the public with Full-Service commercial aeronautical activities including the sale of fuel and other petroleum products, aircraft towing and storage, tie-down services, baggage handling, deicing, aircraft meeting/greeting, aircraft maintenance, aircraft charter, flight training and aircraft rental, and other specialized aircraft services.
- 1.31. **GPU (Ground Power Unit)** – Equipment that provides electrical power to an aircraft when the aircraft is shut down in order to operate auxiliary onboard equipment.
- 1.32. **Improvements** - The action of improving the grounds or infrastructure through means of investment.
- 1.33. **Into-plane fueling** – The process of providing fuel transfer services to an airline.
- 1.34. **Landside** – Area within the boundaries of the Airport property but on the outside of the perimeter fence.
- 1.35. **Lease Agreement (“Agreement”)** - A contract (“Agreement”) between a lessor which is the owner (the “County”) of the property and the lessee which is the renter (the “Tenant”) of the property and holds the lease to use the property for a period of time. The Agreement does not provide ownership rights to the Tenant; however, the County may grant certain allowances to modify, change or otherwise adapt the property to suit the needs of the Tenant. During the lease period, the Tenant is responsible for the condition of the property.
- 1.36. **Leased Premises (“Premises”)** - Means, collectively, the land, the improvements and the equipment, together with any and all other property and interest in property conveyed to the County pursuant to the deeds, bills of sale, land transfer patent or other documents executed in connection with the purchase of the land, the improvements and the equipment by the County.
- 1.37. **Minimum Standards (“Standards”)** – Those qualifications established by Grand County as the minimum requirements to be met as a condition for the right to conduct commercial Aeronautical Activities or business on the Airport.
- 1.38. **Multiple Service Operator (MSO)** – An entity that has entered into a written agreement with the County to provide on the Airport and serve the public with multiple Commercial Aeronautical Activities. Multiple Service Operators may choose to work under the partnership of a Full-Service Operator (FSO). MSO is not an entry level service operator and should have experience in their field of business. Any combination of the following services can be provided by an MSO (the sales of fuel is not included with an MSO); Airframe and Powerplant Repair (aircraft maintenance & repair), Flight Instruction, Aerial Application, Air Taxi and Charter Services, aircraft manufacturing/restoration, Specialized Aircraft Services (Avionics, Instrument, and/or Propeller Repair), and Commercial Aircraft Storage
- 1.39. **NFPA** - National Fire Protection Association
- 1.40. **No Drop Zone** – All other areas of the Airport not expressly included within the boundaries



of the Drop Zone.

- 1.41. **Non-Aeronautical Activity** – Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.
- 1.42. **Non-Commercial Aeronautical Activity** – Any aeronautical activity which does not involve, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished.
- 1.43. **Non-Movement Area** – Areas which are not regulated and in which movement may occur without communication or clearance with the Control Tower (if applicable), including with limitation to taxi lanes, helipads and parking aprons.
- 1.44. **Operation** – The act of an aircraft landing at or taking off from an airport.
- 1.45. **Operator** – An individual, firm, partnership, corporation, person, association or company and includes trustee, receiver, assignee or similar representative thereof desiring to engage in an aeronautical commercial activity and including Single Service Operators, Multi-Service Operators, and Full Service Operators.
- 1.46. **Parachute Operation** – The performance of all activity for the purpose of, or in support of, a parachute jumping or a parachute drop. Parachute operations may involve, but is not limited to, the following: parachutist; parachutist in command; passenger in tandem parachute operations; drop zone owner or operator; jump master; certificated parachute rigger; or pilot.
- 1.47. **Rules and Regulations** – Rules as may be promulgated and adopted from time to time by Grand County to protect the public health, safety, interest and welfare of the Canyonlands Regional Airport.
- 1.48. **Single Service Operator (SSO)** – A Single Service Operator (SSO) is any Entity having entered into a written agreement with the County to provide services with a single Commercial Aeronautical Activity. SSO's may choose to work under the partnership of a Full-Service Operator (FSO). Any one of the following services can be provided by a SSO (the sales of fuel is not included with an SSO); Airframe and Powerplant Repair (aircraft maintenance & repair), Flight Instruction, Aerial Application, Air Taxi and Charter Services, Specialized Aircraft Services (Avionics, Instrument, and/or Propeller Repair), aircraft manufacturing/restoration, Air Cargo Operations and Handling, and Commercial Aircraft Storage.
- 1.49. **Self-Fueling** – The fueling of an aircraft, by the aircraft owner or his/her employee, with the owner's fuel, as specifically approved by the Grand County, using resources supplied by the aircraft owner.
- 1.50. **Self Service Fueling** – The fueling of an aircraft by the pilot using commercial fuel pumps installed for that purpose. The fueling facility may or may not be attended by the vendor.
- 1.51. **Tenant** - An individual, partnership, corporation or other business entity, and its agents, employees, representatives, and subtenants which occupies or controls all or part of Airport areas, buildings or other facilities which they lease from the Airport.
- 1.52. **Tenant Improvements** - Any buildings; structures; interior walls and ceilings; electrical, mechanical, or plumbing additions; built-in cabinetry; flooring; landscaping, and/or any

other enhancement made and affixed to the Premises by the Tenant, including a hangar.

- 1.53. **TSA (Transportation Security Administration)** – An agency of the U.S. Department of Homeland Security that has authority over the security of the traveling public in the United States.

## 2. GENERAL

- 2.1. No Entity or Operator shall engage in any commercial aeronautical activity or business of any nature whatsoever on the Airport property, except with the prior written approval of the County through an established Agreement.
- 2.2. Such County Agreement is issued through either a signed lease Agreement if land and/or spaces are leased, an Operating Agreement, or other written Agreement as defined within these Standards or if the activity will be operating under a sublease from an existing Airport Operator or Entity.
- 2.3. No Entity or Operator shall engage in any non-aeronautical activity except those who have met the conditions set by the FAA and pay the Airport fair market value for the use of the property devoted to that non-aeronautical activity.
- 2.4. Nothing in this Section shall be deemed to apply to Customers of Entities or Operator's engaging in commercial activity at the airport.
- 2.5. Employees shall review and understand the Airport Rules and Regulations.
- 2.6. Insurance shall be carried meeting or exceeding the minimum recommendations of the service per the County insurance recommendations.
- 2.6.1. Each policy shall name Grand County as an additional insured.
- 2.7. All Entities and Operator's shall be in possession of all requisite Federal and State licenses for the conduct of its Operation.
- 2.8. All Users designated to drive on the Air Operations Area (AOA) and in the vicinity of aircraft shall receive Airport approved annual driver training per the Airport Certification Manual or be escorted by a trained authorized representative.
- 2.9. All Users desiring land or space on Airport property may negotiate the applicable about lease Premises for the purpose of the operation. Such Premises shall be able to accommodate buildings, aircraft, equipment, parking, office furniture, or other needs necessary.
- 2.10. In the event these Standards, as they now exist or are hereafter amended, conflict with applicable FAR's, the latter shall be deemed to control. If one or more clauses, sections or provisions of these Standards shall be held to be unlawful, invalid or unenforceable by final judgment of any court or competent jurisdiction, the invalidity of such clauses, sections or provisions shall in no way affect any other clauses, sections or provisions of these Standards.
- 2.11. Some Standards do not pertain to scheduled commercial air carrier operations under Federal Aviation Regulation 14 CFR Part 121 or to military operations.
- 2.12. All activities at CNY are subject to and must comply with all existing and future applicable laws, ordinances, Rules and Regulations of the Airport, the County, the State of Utah, the

Federal government and all other governmental bodies having jurisdiction.

### 3. MINIMUM STANDARDS

3.1. **SINGLE SERVICE OPERATOR (“SSO”)** Single Service Operators must meet the following Minimum Standards and requirements according to the service(s) provided:

3.1.1. **Airframe or Powerplant/Specialized Services** – An SSO desiring to engage in airframe or powerplant repair service or specialized aircraft services must provide as a minimum the following services and facilities based on a lease with the Grand County or a sub-lease with a Full-Service Provider:

3.1.1.1. **Building:** An SSO shall construct, lease, or sublease a building or structure with sufficient space to work indoors on aircraft, avionics, instruments or propellers. The building must be properly lighted and heated for this type of use.

3.1.1.2. **Personnel:** An SSO shall employ, and on-duty during the normal business hours, licensed and trained personnel required to meet the Standards set forth in this category of services. In the Operator’s absence, they shall maintain during all business hours, an Operator in Charge authorized to represent and act for or on behalf of the Operator, to supervise the operations in the leased or subleased area on the Airport.

3.1.1.3. **Hours of Operation:** An SSO shall provide adequate services to best serve the public. The hours of operation shall be conspicuously posted.

3.1.1.4. **Performance of Services:** The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to be placed within the building.

3.1.1.5. **Equipment:** An SSO shall have the requisite tools, towing equipment and the demonstrated capability to efficiently and safely move aircraft and store them in compliance with local Regulations.

3.1.2. **Flight Instruction/Aircraft Rental** – SSO engaged in dual instruction of pilots through the means of aircraft (fixed wing and/or rotary wing) and/or ground training. Aircraft rental is the act of renting aircraft to the general public.

3.1.2.1. **Building/Facilities:** Shall construct, lease or sublease office space to include a classroom for training activities, restroom facilities, customer lounge, and study areas, all properly lighted and heated to support the operation and adjacent to an aircraft parking apron.

3.1.2.1.1. The facility must also provide adequate car parking sufficient to accommodate all activities and operations with access available to the general public.

3.1.2.1.2. Hangar or tie-down space adequate for the storage of aircraft or maintenance may be constructed, leased or sub-leased.

3.1.2.2. **Personnel:** An SSO shall provide at least one FAA certified flight instructor to cover the type of training offered to enable students to pass the

FAA written examination for at least a private pilot's license. The flight instructor should meet the requirements in 3.1.3.

3.1.2.3. **Hours of Operation:** Flight instruction may be conducted on a full-time or a part-time basis. Times available at the discretion of the instructor.

3.1.2.4. **Performance of Services:** Operators shall engage in dual flight instruction for fixed wing and/or rotary wing aircraft. The Operator shall also provide the adequate ground instruction needed to meet all FAA requirements for the desired rating.

3.1.2.5. **Equipment:** Operators shall have available (owned or leased) a sufficient number of FAA certificated aircraft to adequately handle the number of students considered, but not less than one aircraft, which shall be equipped to provide the type of instruction being conducted.

3.1.3. **Independent Flight Instructors:** A SSO pertaining to an individual(s) desiring to perform as "independent" flight instructors and conduct flight training on a limited, part-time basis, and who have obtained appropriate certification from the FAA, must comply with the applicable provisions of these Standards and the Airport Rules and Regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein:

3.1.3.1. Documents must be furnished with their application:

3.1.3.1.1. Copy of applicable FAA certification documents.

3.1.3.1.2. Evidence of insurance.

3.1.3.2. **Selling of Goods:** Prohibited from selling or leasing any material goods or services in direct competition with existing Operators on the airport other than those services directly related to the conduct of individual flight training without first establishing a business to see or lease such material goods or services.

3.1.3.3. **Equipment:** Operators shall have available at least one (1) aircraft capable of providing flight instruction services.

3.1.3.4. **Personnel:** Operators shall be available to provide flight instruction services under a commercial pilot license.

3.1.3.5. **Hours of Operation:** Shall provide services based on the customer demand and ability to meet requested or available training hours.

3.1.4. **Air Taxi and Charter Services** – An SSO desiring to engage in the business of providing air transportation to the general public for hire, either on a charter basis or an air taxi basis as defined in the Federal Aviation Act of 1958. The Operator shall provide the minimum:

3.1.4.1. **Building:** Operators shall construct, lease or sublease customer lounge space and available public restrooms properly lighted and heated for this type of use.

3.1.4.1.1. Hangar space adequate for the storage of aircraft or maintenance may be leased or sub-leased. Note: Commercial Air Carriers are not

subject to the minimum square footage requirement.

- 3.1.4.2. Equipment: Operators shall have available at least one (1) aircraft capable of providing non-scheduled passenger / cargo charter services.
  - 3.1.4.3. Personnel: Operators shall have employed, and on-duty, licensed and trained personnel required to meet the services of the operation. In the Operator's absence, they shall maintain during all business hours, an Operator in Charge authorized to represent and act on behalf of the Operator, to supervise the operations in the leased or subleased area on the Airport.
  - 3.1.4.4. Hours of Operation: Shall provide services in accordance with seasonality and customer demand.
- 3.1.5. **Specialized Aircraft Services** – A SSO specializing in aircraft services include Avionics, Instrument, Propeller Repair, Paint Shop, or Aircraft Manufacturing/Restoration.
- 3.1.5.1. Building: Construct, lease or sub-lease a building adequate to provide office space, available public restrooms and sufficient space to work indoors on aircraft, avionics, instruments or propellers. The building must be properly lighted and heated for this type of use.
  - 3.1.5.2. Personnel: Operators shall have employed, and on duty during business hours adequate to meet customer demand.
  - 3.1.5.3. Hours of Operation: Shall provide services in accordance with seasonality and customer demand.
  - 3.1.5.4. Performance of Services: The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to be placed within the building.
  - 3.1.5.5. Equipment: The SSO shall have the requisite tools, towing equipment and the demonstrated capability to efficiently and safely move aircraft and store them in compliance with regulations.
- 3.1.6. **Air Cargo Operations and Handling** – A SSO desiring to provide air cargo operations is a person or persons, firm or corporation engaged in the transport of cargo or freight, including express packages and mail, using either passenger or all-cargo aircraft. An air cargo carrier is certificated in accordance with FAR Part 121 to provide scheduled air freight, express, and mail transportation over specific routes, as well as the conduct of non-scheduled operations that may include passengers.
- 3.1.6.1. Access: The Operator (either an air cargo carrier or a ground cargo handler) shall have the right to enter and use the transient ramp.
  - 3.1.6.2. Ramp Space: In order to enter and use the Airport's apron, the Operator (either an air cargo carrier or a ground cargo handler) shall negotiate space

suitable for the Operation and enter into an Agreement.

- 3.1.7.1. **Building:** Office/counter lease space in the commercial terminal and arrange for proper storage of equipment through the airline lease space or lease space provided by the County.
- 3.1.7.2. **Personnel:** Operator shall have employed, and on duty during the normal required travel and ticket counter hours, trained personnel. In the Operator's absence, they shall maintain during all posted business hours, an Operator In-Charge authorized to represent and act for or on behalf of the Operator, to supervise the operations in the leased or subleased area on the Airport.
- 3.1.7.3. **Hours of Operation:** Shall post ticket counter hours and be available during those hours and during flight times to assist customers.
- 3.1.7.4. **Employee Uniforms, Appearance, and Conduct:** Operators shall ensure that all employees are neat and presentable to the public. Employees shall have uniforms that allow them to be easily identified by the customer as a service provider. Customers shall be handled in a professional manner under any and all circumstances.
- 3.1.7.5. **Equipment:** Shall own the requisite tools and equipment to adequately support the operation which may include: baggage transport equipment, baggage belt, loading bridges, tugs, and aircraft lavatory servicing equipment. The Operator shall demonstrate the capability to efficiently and safely conduct services in compliance with local, state, and federal regulations.

3.1.8. **Aircraft Storage** – A SSO engaged in providing T-hangar or open bay hanger storage facilities for the intent of leasing to other aircraft owners or Users shall provide as a minimum the following services and facilities:

- 3.1.8.1. **Building/Facilities:** Lease or a sublease contiguous hangar floor space capable of housing at least three (3) single engine aircraft.
- 3.1.8.2. **Personnel & Hours of Operations:** Operators shall have facilities and resources available, if needed, and in accordance with customer needs.
- 3.1.8.3. **Equipment:** User or subtenant shall have the requisite tools, towing equipment and the demonstrated capability to efficiently and safely move aircraft and store them in compliance with local Regulations.
- 3.1.8.4. **Contact Information:** Provide telephone contact information for the convenience of the customers.

## 3.2. **MULTIPLE SERVICE OPERATOR (“MSO”)**

- 3.2.1. **Multiple Service Operators** must meet the same SSO requirements in any particular category while providing multiple services to include:
  - 3.2.1.1. **Building:** Construct, lease or sublease a building capable of housing offices, lounge area, restrooms and properly heated and lighted for the proposed

use.

### 3.3. **FULL-SERVICE OPERATOR (“FSO”)**

- 3.3.1. In the event that the FSO must contract with a SSO or MSO, a separate agreement shall be in place between that provider and the County.
- 3.3.2. FSO must meet the SSO and MSO minimum service(s) provided and the following:

#### 3.3.2.1. **Aircraft Maintenance:**

- 3.3.2.1.1. Proper FAA license or certificate to provide aircraft maintenance.
- 3.3.2.1.2. Mechanical services and annual inspections for single-engine and twin-engine (turbine / reciprocating) aircraft.
- 3.3.2.1.3. FSO has the right to refuse mechanical services to an aircraft or powerplant belonging to any entity if there is a determination the appropriate maintenance logs are not in compliance with FAA regulations or for improper work.

#### 3.3.2.2. **Pilot Training:**

- 3.3.2.2.1. Operators shall provide directly or arrange through an SSO or MSO to have available at all times at least one (1) aircraft capable of providing each of the following services:
  - 3.3.2.2.1.1. Basic pilot training (private license – ground school / VFR certification in a single engine).
  - 3.3.2.2.1.2. IFR / Instrument rating.

#### 3.3.2.3. **Aircraft Rental:**

- 3.3.2.3.1. Operators shall provide directly or arrange through an SSO or MSO to have available (owned or leased) a sufficient number of FAA certificated aircraft to adequately handle the number of students considered, but not less than one aircraft, which shall be equipped to provide the type of instruction being conducted. Rental Aircraft will be available for rent to general aviation pilots who meet the

FSO criteria for renting aircraft.

- 3.3.2.4.1. Aircraft deicing (optional).
- 3.3.2.4.2. Aircraft preheating / starting (Optional).
- 3.3.2.4.3. Aircraft towing / parking.
- 3.3.2.4.4. Pilot supplies.
- 3.3.2.4.5. Aircraft meeting / greeting.
- 3.3.2.4.6. Tie down services.
- 3.3.2.4.7. Aircraft washing.
- 3.3.2.4.8. Airline ground handling with properly authorized equipment.
- 3.3.2.4.9. Customer courtesy vehicle.
- 3.3.2.4.10. Fueling.

**3.3.2.5. Aircraft Hangars, Buildings, Land & Tie-down Services:**

- 3.3.2.5.1. Operators shall provide space as available for the storage of aircraft visiting or based at the Airport on a first come, first serve basis.
- 3.3.2.5.2. Building(s) shall be capable of storing at least a medium sized corporate jet.
- 3.3.2.5.3. Building(s) may include: hangars, shops, offices, classrooms, a pilot's lounge, public restrooms, a flight planning / weather information area and public telephones. Area should be properly heated and lighted for the approved use.
- 3.3.2.5.4. The public arrival/departure area should be presentable and in good repair to provide a good first impression to individuals and companies visiting.
- 3.3.2.5.5. Available land on Airport property is required for Full-Service Operations to accommodate buildings, aircraft, equipment, and



customer parking.

3.3.2.6.1. Avionics Repair.

3.3.2.6.2. Propeller Repair.

3.3.2.6.3. Aircraft Painting.

3.3.2.6.4. Aircraft Engine Rebuilding.

3.3.2.6.5. Ground Power Unit service.

3.3.2.6.6. Aircraft towing and disabled aircraft removal.

3.3.2.6.7. Supply oils and fluids required to serve aeronautical customers.

**3.3.2.7. Marketing and Promotions:**

3.3.2.7.1. Operators may develop and maintain a marketing and promotion program in an effort to market general aviation.

**3.3.2.8. Hours of Operation:**

3.3.2.8.1. Operators shall provide fueling and line services from daylight to dusk and/or to scheduled air carrier flight schedules or agreed upon hours of operation to meet the needs of customers.

3.3.2.8.2. Operators shall have a qualified staff available in accordance with customer needs and for the purpose of providing aircraft maintenance, repair, pilot training, and other services to the general public, with provisions for emergency on-call service for aircraft maintenance during nights, weekends, and holidays, unless otherwise agreed due to operations.

3.3.2.8.3. Emergency call out services will be available 7 days per week, 24 hours per day.

**3.3.2.9. Personnel:**

3.3.2.9.1. Operators shall employ, and have on-duty during operating hours, such numbers and types of trained personnel with proper FAA credentials, certificates, and ratings as applicable to provide adequate and efficient services.

3.3.2.9.2. Operators must demonstrate that procedures have been established to assure that all persons employed, or to be employed, who have unescorted access to any area on the Airport controlled for security reasons, have background checks to extent required by law, or regulation including, as a minimum, references and prior employment histories to the extent necessary to verify representations made by the employee / applicant relating to employment.

3.3.2.9.3. Service staff must complete service training programs.

3.3.2.9.4. Employees shall be neat, clean, and courteous. Operators shall not

permit its agents, servants, or employees to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner.

3.3.2.9.5. Line service staff will be contactable by phone or radio (CTAF) at all times during normal business hours.

**3.3.3. Commercial Fueling Services:**

3.3.3.1. Minimum of one (1) Aviation Gasoline (AvGas) truck.

3.3.3.2. One (1) Jet-A fuel truck, one of which shall be at least 1,000 gallons.

3.3.3.3. The following services in a quantity and level of quality to meet the needs of the airlines and general aviation:

3.3.3.3.1. Aviation fuel sales for end customer consumption (branded fuel).

3.3.3.3.2. Into-plane Airline Fueling.

**3.3.4. Fuel Farm:**

3.3.4.1. Each Commercial Fueling Operator shall provide and retain ownership of: bulk storage tanks, fuel station, and fueling equipment deemed necessary or desirable by the Operator.

3.3.4.2. Operators shall be responsible for the day-to-day maintenance items for the operating system outside of the actual tank.

3.3.4.3. All fuel will be metered entering the tanks AND metered as it is pumped into the aircraft. The numbers will be reported monthly to Airport Management.

3.3.4.4. Compliance with all fueling regulations is the responsibility of the Operator.

3.3.4.5. All fueling facilities, mobile or fixed, must be in an approved location by the County.

3.3.4.6. There shall be no direct fueling from a common carrier transport truck into a mobile fuel truck or an aircraft on the Airport.

3.3.4.7. Fuel service cannot be denied to anyone for the purpose of airworthy aircraft.

**3.3.5. Calibrated Meters:**

3.3.5.1. Shall install a calibrated metering system at its storage facilities to accurately measure fuel delivered to the Airport.

3.3.5.2. Shall install a calibrated metering system on its fueling vehicles or other delivery devices to accurately measure fuel delivered into the customer's aircraft.

3.3.5.3. Shall maintain the calibrated metering system(s) in compliance with standards promulgated by the State of Utah Department of Weights and

Measures.

- 3.3.6.1. Commercial Fueling Operators shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing." Full-Service Operator's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills (including environmental protection).
- 3.3.6.2. Operator SOP shall also address: bonding and fire protection; public protection; control of access to the fuel storage facilities; and marking and labeling of fuel storage tanks and refueling vehicles.
- 3.3.6.3. Operator standard operating procedures shall be submitted to the County no later than 30 days before the Full-Service Operator commences activities at the Airport.
- 3.3.6.4. Commercial Fueling Operators shall provide the County with a copy of a Spill Prevention Control and Countermeasures Plan (SPCC) that meets regulatory requirements for above ground fuel storage facilities.
- 3.3.6.5. An updated copy of such SPCC Plan shall be filed with the Canyonlands Regional Airport ten (10) days prior to the actual implementation.
- 3.3.6.6. Operators shall maintain current records on file of quality control inspections of fueling equipment, initial and recurrent training of employees engaged in fueling operations, and fueling vehicle inspections, and shall make such records available to the Federal Aviation Administration and the County for auditing at any time.
- 3.3.6.7. Integration of NFPA Regulations
- 3.3.6.8. Commercial Fueling Operators shall comply with all NFPA Regulations.

**3.3.7. Insurance Coverage:**

- 3.3.7.1. Fuel Spill Liability Insurance must be considered as part of insurance covered under the FSO.

**3.3.8. Trash, Waste, and Other Materials:**

- 3.3.8.1. Provide adequate and sanitary handling of all trash, waste and other materials including, but not limited to, used oil, sump fuel, solvents, solid waste, and comply with all applicable provisions.

**3.4. PRIVATE FLYING CLUBS**

- 3.4.1. A private flying club ("Club") is a non-profit organization for the express purpose of providing its members with an aircraft for personal use.
- 3.4.2. Clubs are not required to meet these Standards stipulated for aircraft rental or flight training as long as the membership is not available to the public; provided, however,

that Clubs are subject to the Airport Rules and Regulations.

3.4.3.1. A complete membership list and investment (ownership) share held by each member with contact information.

3.4.3.2. Copies of the bylaws, articles of incorporation, operating rules, membership agreements, vested ownership in the club, and the location and address of the Club's registered office. The books and other records of the Club shall be available for review at any reasonable time by the County or other representatives of the governing body.

3.4.3.3. Copies of insurance; number and type of aircraft; and evidence that aircraft are properly certificated.

3.4.3.4. Designee responsible for compliance with these Standards.

3.4.4. Operations:

3.4.4.1. The ownership of the aircraft must be vested in the name of the Club (or owned proportionately by all its members).

3.4.4.2. The property rights of the members of the Club shall be equal and no part of the net earnings of the club may benefit any member in any form (salary, bonuses, etc.).

3.4.4.3. The Club may not derive greater revenue from the use of its aircraft than the amount for the operation, maintenance and replacement of its aircraft.

3.4.4.4. No member of a Club shall receive compensation for services provided for such Club unless such member or owner is authorized to conduct

Commercial Aeronautical Activities at the airport.

- 3.4.4.6. No member or owner shall use Club aircraft in exchange for compensation.
- 3.4.4.7. Sharing of flight expenses is permitted subject to the restriction in this section.
- 3.4.4.8. A Club which repeatedly violates these rules may be terminated.

### 3.5. **OTHER COMMERCIAL AERONAUTICAL ACTIVITIES**

- 3.5.1. Other Commercial Aeronautical Activities not specifically addressed in this part are subject to the review and approval by the Airport Director.
- 3.5.2. These activities may include:
  - 3.5.2.1. Ballooning.
  - 3.5.2.2. Glider Towing.
  - 3.5.2.3. Helicopter.
  - 3.5.2.4. Mechanics.
  - 3.5.2.5. SkyDiving.
  - 3.5.2.6. Ultralights.
  - 3.5.2.7. Commercial Banner Towing.
- 3.5.3. The following shall be required:
  - 3.5.3.1. Written authorization in the form of a lease or agreement;
  - 3.5.3.2. Evidence of certification and insurance; and
  - 3.5.3.3. Confirmed notification of hours of operation and location for the issuance of Notices to Airmen (NOTAMs).

### 3.6. **SELF SERVICE FUELING**

- 3.6.1. All Operators desiring to pump fuel shall first obtain a Fueling Permit.
- 3.6.2. Fueling Permit Approval:
  - 3.6.2.1. Self-fuel may not be sold, given or traded to other aircraft owners. Co-op (organization of several aircraft owners for the purpose of self-fueling) fueling for the purpose of showing ownership is prohibited. These restrictions do not apply to a FSO.
  - 3.6.2.2. All persons with fueling responsibilities shall be trained in a fueling and fire safety program that is approved by the FAA and Airport Management.
  - 3.6.2.3. Operators shall abide by all local, state, and federal regulations for fueling,

fire and environmental protection at all times including the requirements of Sections 3.3.3 through 3.3.5 above.

- 3.6.3. Fuel Storage: Operators shall arrange and demonstrate that satisfactory arrangements have been made for the storage of fuel as follows:
  - 3.6.3.1. Operators must have fuel storage located on Airport property in approved fuel tanks or vehicles with proper containment.
  - 3.6.3.2. Fuel tanks and storage vehicles are subject to monthly, quarterly, annual or random inspections by Airport Management.
  - 3.6.3.3. Construction plans for bulk fuel storage or self-service fueling stations must be reviewed and approved by Grand County.
  - 3.6.3.4. All other storage of fuel on the Airport is prohibited unless otherwise approved by the County.
- 3.6.4. Mobile fuel trucks used for self-fueling:
  - 3.6.4.1. Mobile fuel trucks are prohibited from being used as bulk storage on the Airport unless stored in a designated area with containment capabilities.
  - 3.6.4.2. Due to the hazard of static electricity and fires; fuel cans (metal), for aviation usage, will not be permitted on the Airport.
  - 3.6.4.3. Operators agree to abide by all rules, regulations, policies, and procedures promulgated and adopted by the County and the Airport from time to time, including without limitation, payment of fuel flowage fees applicable to all fuel delivered to the Operator's premises or storage facility.
  - 3.6.4.4. Operators shall indemnify the County for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.
  - 3.6.4.5. If a Tenant uses a fueling operator from outside of the airport, the fueling operator must obtain a permit. The Operator may enter the Airport, fuel their aircraft but then the fuel truck must be taken off Airport property immediately after fueling is completed.
- 3.6.5. Effect on Aircraft Owners
  - 3.6.5.1. This Section 3.6 shall not limit or prohibit aircraft owners from fueling their own aircraft at an approved self-fueling service location or approved source.

#### 4. DEVELOPMENT STANDARDS

- 4.1. **Purpose:** Development standards promote consistent architectural design, site planning and visual appearance of hangars and other structures constructed at the airport. Development standards ensure new hangar development shall be constructed in accordance with FAA regulations and Advisory Circulars along with local regulations relating to public health, safety, and welfare. Development standards also guarantee that future hangar development shall be designed and constructed in a manner that enhances both existing and future

development.

4.2.1. Development on Airport property shall be prohibited unless authorized in a valid lease or other agreement and consistent with these Standards. The User shall first meet with the Director for Site Plan Review pursuant to this Section 4.

4.2.2. The Director shall work with the User to present their potential development to the Airport Board for review and recommendation. Following the recommendation of the Airport Board, the Director and User shall present the proposed development to the County Commission in an open, public meeting. The County Commission has the sole authority to authorize Development.

4.3. **Development Standards:**

4.3.1. Development standards are implemented for use in the design of hangars and other structures built at the Airport. They do not replace local building and fire codes that are implemented by federal, state, and local agencies.

4.3.2. All buildings at the Airport, regardless of their intended use, are considered commercial developments as far as design and building standards. All building locations must comply with the Airport Layout Plan.

4.3.3. All engineering standards for utilities are strictly enforced on any airport development. It is the responsibility of the User to meet all codes and standards required. Development standards apply to both proposed hangar development and existing hangar modifications.

4.4. **Site Plan Review / Permits:**

4.4.1. Prior to site planning and design, the User shall meet with the Director to discuss the following pre-design requirements:

4.4.1.1. Lease Agreement terms and conditions;

4.4.1.2. Lot location for the proposed development with site plans;

4.4.1.3. Development standards;

4.4.1.4. Construction document requirements; and

4.4.1.5. Building plans.

4.4.2. Upon submission of a complete development application to the Director, the Director shall present the proposed development to the Airport Board within a reasonable time. Upon approval by the Airport Board, the Director shall present the proposed development to the County Commission for approval at its next public meeting, subject to review by the County Attorney.

4.4.3. Survey and Geotechnical Analysis: The County shall assist in the proposed development by coordination with the airport engineers on retainer with the County.

4.4.3.1. Due to the requirements for NEPA compliance and airspace requirements, a survey may be required to identify the explicit location of the structure.

4.4.3.2. Due to the nature and variation of the soils on and around the airport, every development will require geotechnical evaluation of the site, at the cost to

the developer.

- 4.4.4. FAA Review: The User is responsible for submitting a Notice of Proposed Construction form 7460-1 for FAA review regarding height limitation compliance in addition to any other information or documents associated with the proposed development. The Director will aid the User if requested. Form 7460-1 and other permits can take 90 days or more to process and approve. No building permit will be issued until the FAA 7460-1 and any other required FAA documents are approved.
- 4.4.5. The User is responsible for obtaining all applicable building permits before the start of construction.
- 4.4.6. Users shall begin construction of their Improvements within one (1) year of the Effective Date of their Lease Agreement and shall not allow their building permit to lapse for any period of time or the Lease Agreement shall be automatically void and of no further force or effect. In the event that the User begins but fails to complete construction of a hangar or other Improvements, the User shall remove such partial Improvement and restore the site to its original condition at its sole cost and expense.

**4.5. Setbacks:**

- 4.5.1. Setbacks from object-free areas and property lines are required to enhance the safety of aircraft operations on taxiways and taxi-lanes and to allow access for emergency vehicles.
- 4.5.2. All setbacks shall conform to both local zoning ordinances, FAA Advisory Circulars, and this document. The site plan shall show the location and dimension of all object free areas on impacted taxiways or taxi-lanes.
- 4.5.3. The following hangar development setbacks apply:
  - 4.5.3.1. Structures shall have setbacks of no less than ten feet (10') from an adjoining lease line.
  - 4.5.3.2. Structures will be located outside the established object free areas.
  - 4.5.3.3. Structures facing a major access taxiway shall have a setback where activities associated within the hangar shall not impede the taxiway object free area or any building restriction line.
  - 4.5.3.4. The rear setback shall be determined by the specific site location and constraints in the area.

**4.6. Height Restrictions:**

- 4.6.1. The overall height of the structure shall be commensurate with other proximate structures, depending on use and aircraft size. Under no circumstances will any structure be permitted to exceed a height that would make it an obstruction under FAR Part 77, as depicted on the FAA-approved Airport Airspace Drawing. All applications for development must include a completed and approved FAA Form



7460-1, Notice of Proposed Construction or Alteration.

- 4.7.1. Hangars shall be sized and shaped to adequately and safely store the proposed aircraft(s). The proposed hangar size, shape, and use must be consistent with the ALP/AMP for the proposed lot or parcel location unless unusual circumstances allow for exception
- 4.7.2. Hangars constructed at the Airport shall be a minimum of 2000 square feet.
- 4.7.3. The minimum hangar size established in these standards may be reduced or modified where the proposed site does not have adequate width or depth or to accommodate a utility easement or is a multiple aircraft hangar (such as a T Hangar type).
- 4.7.4. All hangar projects must be reviewed and approved by the County which may include engineering and planning consultants.

**4.8. Architecture:**

- 4.8.1. Structures erected at the Airport shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed structure will be reviewed by the Director and/or Airport engineering and planning consultants to determine compatibility with the ALP/AMP.
- 4.8.2. Construction Materials: Pre-fabricated, pre-engineered or erected structures shall have a façade of masonry, concrete, powder coated metal or a combination of these materials. Other materials may be used if approved by the Airport Board, the Fire Marshal, and the Building Inspector.
- 4.8.3. Structural Requirements: All structures shall be engineered to meet the current Grand County commercial building code.
- 4.8.4. Framing: All structures shall be totally enclosed. No open sided structures shall be permitted with the exception of shade covers. Metal shade covers may be built in designated areas with County approval.
- 4.8.5. Permits: All construction of structures shall be required to obtain a Commercial Building Permit from Grand County Building Department.

**4.9. Exterior Appearance:**

- 4.9.1. All exterior surfaces shall be of new material, pre-finished aluminum, steel, or decorative masonry. No painted wood, unfinished materials or excessive glass walls will be permitted. No used or damaged/salvaged materials will be allowed without prior approval of the County Building Department.
- 4.9.2. Glazing shall not cause glare or reflections that will interfere with Airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots landing or taking off. All new construction shall be of high quality and utilize materials and finishes which will maintain their appearance with low maintenance.
- 4.9.3. For any structure or improvement at the Airport. Colors used on all exterior surfaces or for other items visible from the exterior, shall be limited to earth tone colors that minimize the contrast with the surrounding landscape. Prospective builders shall supply samples of the proposed exterior colors as part of the building approval

process.

**4.10. Paved Access:**

- 4.10.1. The User shall provide paved access from the aircraft door of the hangar to the existing apron, taxi lane or taxiway edge if it exists. The pavement strength and materials shall be designed to current airport engineering and FAA standards. Exceptions may be granted upon review.

**4.11. Stormwater Drainage Systems:**

- 4.11.1. Stormwater drainage shall be designed to current engineering standards, comply with the established drainage plan of the Airport.
- 4.11.2. No storm drainage system shall be allowed under buildings.
- 4.11.3. All drainage from a structure's roof shall be connected to the Airport storm drainage system and designed so as to not negatively impact County property or other man made structures on the Airport.
- 4.11.4. The User is responsible for historical drainage on their leased area.

**4.12. Signs:**

- 4.12.1. Signs are permitted in accordance with County ordinance.
- 4.12.2. All signs must be approved by the Building Inspector and Airport Director.
- 4.12.3. Exterior lighted signs are prohibited at the Airport.

**4.13. Lighting:**

- 4.13.1. All lighting shall comply with County Ordinance No. 588 (Dark Skies Ordinance) and local building codes.

**4.14. Landscape:**

- 4.14.1. All landscaped areas shall comply with County ordinance.
- 4.14.2. Plant materials that attract birds and other wildlife are not permitted.
- 4.14.3. Trees are not permitted. Existing trees will be allowed to remain until the tree becomes a wildlife attractant, at which time the tree will be removed.
- 4.14.4. Xeriscape is highly recommended.
- 4.14.5. The landscape design shall be submitted to and reviewed by the Director and Building Inspector to ensure that all landscaping conforms to existing landscape ordinances and FAA height restrictions.

**4.15. Sidewalks:**

- 4.15.1. If a structure borders landside airport property, the User is responsible for the construction of the sidewalk and curb/gutter along the property line bordering the landside property unless a sidewalk is already existing.
- 4.15.2. All doors not adjacent to existing pavement shall be paved up to new or existing

pavement.

**4.16. Parking:**

- 4.16.1. Parking shall be designed in accordance with County ordinance and ADA standards.
- 4.16.2. Pavement, curb and gutter shall be designed to meet current County and Airport engineering standards. Pavement, curb and gutter shall not be required on lots that are completely within the airport property boundaries.
- 4.16.3. Owners and visitors may park their vehicles within the hangar or airport provided parking spaces.
- 4.16.4. For hangars constructed on the Taxi lanes, the parking of vehicles or equipment off the paved surfaces is prohibited.

**4.17. Outdoor Storage:**

- 4.17.1. Outdoor storage areas, dumpsters, loading/unloading areas, and roof equipment shall be screened with the same architectural style as other structures or as approved upon review. Any outdoor storage area must be included in the lease agreement with the County.

**4.18. Utilities:**

- 4.18.1. The County provides water and sewage services for all entities; the cost of these utilities may be included in the approved lease agreements. The hangar owner will have to coordinate with the Utah Department of Environmental Quality and the Director for connecting to sewage and water systems since all buildings are

considered commercial buildings.

4.19.1. Temporary buildings such as trailers or containers are subject to approval by the Director and shall:

- 4.19.1.1. be constructed within a leased boundary;
- 4.19.1.2. be constructed of materials that have an exterior color that compliments the surrounding landscape and is approved by the Director;
- 4.19.1.3. be used for construction project purposes; and
- 4.19.1.4. shall have a maximum twelve (12) month occupancy period unless extended through written authorization of the Director.

4.20. **Snow Removal:**

- 4.20.1. The Airport removes snow in the AOA and within ten feet (10') of hangar structures when adjacent to a common-use apron or taxi lane.
- 4.20.2. All snow removal operations are subject to the priorities (I, II, and III) established in the Airport Snow and Ice Control Plan.
- 4.20.3. Aprons and taxi lanes are the lowest priority (Priority III).
- 4.20.4. Hangars and structures adjacent to a taxi lane shall be plowed to the edge of the taxi lane.
- 4.20.5. When time permits, the Airport shall remove snow in other areas.
- 4.20.6. All other snow removal, including sidewalks, shall be the responsibility of the User.

4.21. **Refuse:**

- 4.21.1. No storage of waste, refuse material, aircraft parts, vehicles or equipment shall be permitted outside the hangar.

4.22. **Fencing:**

- 4.22.1. Security/Wildlife fencing shall be required on all properties that are located on the airport boundary and shall be the responsibility of the User.
- 4.22.2. Fence construction shall meet Airport Security Plan specifications. Airport Management may request a specific height and type of fencing and/or gates, to include electronic access gates, within reason, for security purposes.
- 4.22.3. Properties that are located entirely within the airport boundary fence line shall not be fenced. Temporary fence panels may be allowed on these properties at the discretion of the Director and/or when requested to be used for construction or security purposes.
- 4.22.4. Any development that affects existing fence lines shall receive the advanced approval of the Director prior to the initiation of development so that secured areas

are not compromised.

4.23.1. Users are allowed to install offices, breakrooms, restrooms, and on-duty rest areas in their hangar, which may be used only for aviation purposes on a temporary basis for no more than four (4) consecutive days.

4.23.2. Hangars and any other location on the Airport may NOT be used for residences.

**4.24. Use of Hangars:**

4.24.1. Hangars may not be used for any non-aeronautical business enterprise unless authorized and approved by the County.

4.24.2. Any aeronautical business enterprise using a hangar must have pre-approval of the Airport Board, a contract established through the County Commission, and a valid business license in Grand County as required.

**4.25. Construction Standard:**

4.25.1. All construction must be accomplished in a timely manner and in accordance to lease agreements. The County reserves the right to inspect and reject any phase of the construction.

**4.26. Clean-up and Reclamation:**

4.26.1. The User shall haul all excess gravel and topsoil material from the site to an alternative location on the airport as directed by the Airport Staff.

4.26.2. If clean up and reclamation work is not completed within a reasonable time period after the issuance of a certificate of occupancy, the County shall have the right to complete the work or contract it out at the expense of the User.

**4.27. Right of First Refusal:**

4.27.1. If, at any time during the term of a Lease Agreement, a User (aka Tenant) shall, in response to a bona fide offer to purchase all or part of any Tenant Improvement from a third party, desire to sell or otherwise dispose of such interest, they shall notify the County in writing of the contract and provide a copy of said contract. The County shall have the right to purchase the Tenant Improvements on the same terms by notifying Tenant, within 30 days of receipt of the notice, in writing whether it wishes to purchase such interest at the price and on the same terms. If the County elects to purchase such interest, Tenant shall be bound to convey, assign, or otherwise transfer such interest to the County promptly thereafter at such price and on such terms. If the County elects not to purchase such interest or fails to give notice of its intention within the 30-day period, Tenant shall be free to convey, assign, or otherwise transfer such interest to the third party at a price not less than stated in the notice or on more favorable terms than those stated in the notice. Any conveyance by Tenant to a third party shall be subject to the terms of this Lease.

4.27.2. Notwithstanding Section 4.27.1, Tenant shall provide the required notice no less than sixty (60) days prior to expiration or termination of this Agreement.

4.27.3. If Tenant shall not have so disposed of its Tenant Improvements prior to expiration or termination of this Agreement, such Tenant Improvements shall revert to the

County.

**5. AIRPORT LEASE POLICIES**

**5.1. General:**

- 5.1.1. The County maintains ownership of all of the land at the Airport.
- 5.1.2. All Airport Users and Tenants shall execute a lease or other written agreement with the County prior to activity or use on Airport property in the form attached hereto as Exhibit A.
- 5.1.3. Each lease shall include non-exclusive access at all hours for County and Airport staff to allow for Based Aircraft Inventories, FAA-requested searches for missing airplanes, facility inspections for fire and safety considerations or other governmental investigations.

**5.2. Initial Term:**

5.2.1. Limits:

- 5.2.1.1. County owned terminal building leased space may be approved up to five (5) year Initial Term.
- 5.2.1.2. Landside Initial Term may be approved up to twenty (20) years.
- 5.2.1.3. Airside Initial Term may be approved up to thirty (30) years.

**5.3. Agreement Renewal:**

- 5.3.1. Term extensions may be considered up to four (4) separate five-year (5-year) intervals.
- 5.3.2. All amendments and extensions shall be subject to the base rate in the current year County Fee Ordinance.
- 5.3.3. Established terms and extensions shall not exceed fifty (50) years total.

**5.4. Expiration/Termination:**

- 5.4.1. Prior to expiration or termination of this Agreement, and subject to the County's right of first refusal in all Tenant Improvements, the Tenant shall have the option to: i) return the Premises to its original condition, or ii) sell any Tenant Improvements (as defined in Section 11) in place to an incoming third-party tenant who has signed a Lease Agreement with the County (which Lease Agreement shall be offered in the County's sole discretion and subject to the County's RFP process). In the event that Tenant does not remove or sell Tenant Improvements on or before the expiration or termination of this Agreement, all Tenant Improvements shall revert to the County; provided that such improvements shall be surrendered to Landlord in the condition in which Tenant is required to maintain them under this Agreement, reasonable wear and tear excepted, and free and clear of all liens and encumbrances.
- 5.4.2. If Tenant fails to comply with this Section, the County shall have the right to remove or demolish any Tenant Improvements and restore the Premises to its

original condition at the expense of the Tenant.

- 5.4.4. 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.
- 5.4.5. 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.

**5.5. Lease Rates:**

5.5.1. Base Rate.

- 5.5.1.1. Base Rate is recorded in the County Fee Ordinance identified in the Fee Schedule, adopted by the County each year.

5.5.2. Annual Rate Adjustment.

- 5.5.2.1. 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").
- 5.5.2.2. 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 Fee Ordinance.

5.5.3. Rates, Fees & Charges may be established for the following but not limited to:

- 5.5.3.1. Leases (grounds or facilities).
- 5.5.3.2. Sales (fuel, advertising, vending, concessions, etc.).
- 5.5.3.3. Services (ground transportation, concessions, FBO operations, charters, etc.).
- 5.5.3.4. Utilities (sewer, water, garbage, electrical, etc.).

**5.6. Minimum Insurance Requirements:**

- 5.6.1. The Operator shall, at its own cost and expense, obtain and maintain all such insurance required by the County, which requirements and policy amounts may be

reevaluated and increased periodically in the County's sole discretion.

- 5.6.3. Operators shall indemnify, defend, and hold the County, its elected and appointed officials, agents and employees, free and harmless from any and all claims and actions, loss, damage expense or cost, including attorney's fees and costs incurred by the County as a result of injury, or death or damage to persons or property sustained as a result of the Operator's use of the Leased Premises and operations at the Airport.
- 5.6.4. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided for herein, the County may obtain such insurance and charge the Tenant as additional rent, the cost of the insurance plus all appropriate administrative charges and incidental expenses associated with the transaction.

## 6. APPLICATION REQUIREMENTS

- 6.1. Applications for permission to conduct any Aeronautical and/or Commercial Activity or for a land or facility lease Agreement to conduct such activity at the Airport shall be made in writing to the Airport Director.
- 6.2. Applicants are strongly encouraged to visit with the Director to discuss the applicant's proposed activity prior to the preparation and submission of a detailed application (See application in Appendix A).
- 6.3. The applicant shall submit all information and materials necessary or requested by the County to establish, to the County's satisfaction, the applicant will qualify and comply with these Standards.
- 6.4. Application must be completed in its entirety.
- 6.5. If requested by the County for the purpose and type of commercial business activity, the applicant shall also submit the following supporting documentations:
  - 6.5.1. Financial Statements – A current financial statement prepared or certified by a Certified Public Accountant.
  - 6.5.2. Assets – A written listing of the assets owned or to be purchased and utilized in conjunction with the commercial activity at the Airport.
  - 6.5.3. Credit Report – A current business credit report covering all areas in which the applicant has done business within the last ten years.
  - 6.5.4. References – A list of persons or businesses for which the County has the authorization to contact.
  - 6.5.5. Authorization for Release of Information – A written authorization for the Federal Aviation Administration, all aviation or Aeronautical Commissions, administrators, or departments of states in which the applicant has engaged in aviation business to supply the County with all information in their files relating to the applicant or its operation. The applicant shall execute such forms, releases and discharges as may



be requested by any of these agencies.

## 7. ACTION UPON APPLICATION

- 7.1. Upon receipt of a complete application to establish an Agreement in order to conduct business under these Standards, Airport Management will review the application to ensure its completeness and compliance with the requirements.
- 7.2. COMPLETE APPLICATION: If the application is found to be complete, Airport Management will schedule consideration of the proposed activity at the next regular Airport Board meeting. If the application is incomplete, Airport Management will advise the applicant of the deficiencies in writing.
- 7.3. CONSIDERATION: The Airport Board will consider the proposed activity, review the recommendation of Airport Management and take public comment. Following this consideration, the Airport Board will recommend approval or denial of the proposed activity to the Grand County Commission, which has the ultimate authority to approve or disapprove any proposed Aeronautical Activity. Grand County Commission consideration of a proposed activity will take place during a regular Grand County Commission meeting.
- 7.4. REPRESENTATION: The Airport Board recommends the applicant, or a duly appointed representative, be in attendance regarding the proposal and recommendation process in order to explain the operation and answer questions.
- 7.5. DENIAL CONSIDERATIONS:
  - 7.5.1. In consideration of the application, the Airport Board and/or the Grand County Commission may deny the application based on, but not limited to, one or more of the following terms and shall make written findings:
    - 7.5.1.1. NOT QUALIFIED: The applicant does not meet the qualifications, standards or requirements established by these Standards.
    - 7.5.1.2. SAFETY HAZARDS: The applicant's proposed operation or construction would create a demonstrated safety hazard at the Airport.
    - 7.5.1.3. GRAND COUNTY EXPENDITURE: The approval of the application would require the County to expend funds, labor or materials in connection with the operation or resulting in a financial loss to the County.
    - 7.5.1.4. NON-COMPLIANCE WITH AIRPORT LAYOUT/MASTER PLAN: The proposed operation, development or construction does not comply with the Airport Layout Plan or Airport Master Plans.
    - 7.5.1.5. CONGESTION: The development or use of the area requested will result in depriving existing Airport Operators of portions of the area in which they are conducting operations; or buildings; or will result in unduly interfering with the operations at the Airport regarding aircraft traffic or service, or preventing unrestricted access to any airport area.
    - 7.5.1.6. MISREPRESENTATION: Any party applying for or having an interest in the business has supplied the County with any false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in

supporting documents.

7.5.1.8. **CONVICTION:** Any party applying or interested in the business has been convicted of any crime or violation of any County ordinance, or State or Federal law, of such a nature that it indicates to the Airport Board and the County that the applicant would not be a desirable Tenant.

7.5.1.9. **DEFAULTED PERFORMANCE:** Any party applying for or having an interest in the business has defaulted in the performance of any other lease agreement with another airport or public agency, Grand County, or the Canyonlands Regional Airport.

7.5.2. Upon denial, rejection or revocation, an Airport Customer or Operator, or prospective Airport Customer or Operator, shall cease all operations at the time of notification from the County of such action.

7.5.3. Airport Customers or Operators or prospective Airport Customers or Operators may petition, at their own expense, the Grand County Commission for a public hearing to appeal such a decision.

7.6. **BUSINESS LICENSE APPLICATION:**

7.6.1. All Operators shall obtain a business license by submitting a business license application with the appropriate form on record at the County Clerk's office with the following supporting documents:

7.6.1.1. Appropriate FAA aircraft and/or pilot's license if required by the FAA.

7.6.1.2. Certificate of Insurance (COI) in type and amounts consistent with 10.7 Minimum Insurance Requirements.

7.6.2. Payment of a non-refundable application fee.

7.7. **AUDIT:**

7.7.1. The County reserves the right to audit the operational records of activities of a business for the sole purpose of verifying self-reported operations that are directly related to required fees paid to the County.

7.8. **ACCEPTANCE AND APPROVAL:**

7.8.1. Upon application acceptance, review and approval the applicant will coordinate with the County to complete the following documents:

7.8.1.1. County Business License

7.8.1.2. Lease Agreement OR Operating Agreement

**APPENDIX A**

**APPLICATION  
FOR COMMERCIAL AERONAUTICAL ACTIVITY  
OR BUSINESS ON THE CANYONLANDS REGIONAL AIRPORT**

1. Name, mailing address and phone number of applicant(s).

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_

2. Type and structure of the organization; if incorporated, the names of the officers; if a partnership, the names of the partners.

Type and Structure of the Organization: \_\_\_\_\_

Name(s) of Officers or Partners: \_\_\_\_\_

\_\_\_\_\_

3. Individual or business name and mailing address to appear on the lease or agreement.

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

4. A statement of past experience in the specified aviation business or commercial activity for which the application is being made.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. A list of any applicable Federal, State or local certifications and licenses currently held or to be obtained. Include copies of currently held licenses or certificates.

Pilot Licence

\_\_\_PPL \_\_\_IR \_\_\_CPL \_\_\_ATP \_\_\_MCP \_\_\_CFI \_\_\_ME

Aircraft Mechanic License (AMP)

Other: Describe Below

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6. A description of the amount of land, number of buildings, building space, etc. the applicant desires to lease. If the activity will be conducted under a sublease from an existing leaseholder, a copy of the proposed sublease must be provided. Include additional pages if needed.

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7. A description of the services to be offered and a business plan, including all of the intended services upon completion of the installation of the facility.

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8. Proposed commencement date of the proposed construction or site improvements, proposed completion date and proposed date of commencement of operations.

Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

9. A description of the building space to be constructed, including square footages, building types and intended use of each.

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10. The estimated total cost of construction and improvements. \$ \_\_\_\_\_

11. A site plan drawing depicting construction intended for the lease area (must be compatible with the Airport's current Airport Layout Plan). *(See Attached)*

12. The hours of operations and number of employees.

Hours of Operations: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

13. The number and type of aircraft to be based upon the leasehold to be leased or subleased by the Operator.

Number of Aircraft: \_\_\_\_\_

Type(s) of Aircraft: Owned/Leased: \_\_\_\_\_

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14. Provide a certificate of insurance or other satisfactory evidence of the ability to obtain insurance coverage as required in Section 10.7 Minimum Insurance Requirements (*See Attached Exhibit B Insurance Template*).
15. Provide an approved copy of the FAA Form 7460-1. Form FAA 7460-1 Notice of Proposed Construction or Alteration is required for all new structures or construction activity. Visit <https://www.faa.gov/forms/index.cfm/go/document.information/documentID/186273>

**FOR OFFICIAL USE ONLY**

Is the application complete? Yes No (If no, return to applicant) Does the proposed building meet airport planning and Minimum Standards requirements? Yes No

Additional Information Required: \_\_\_\_\_

Airport Director's Recommendation: \_\_\_\_\_

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APPENDIX B  
SAMPLE AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT