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# **PMCD General Provisions**

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Grand Junction Regional Airport Authority

*Grand Junction Regional Airport (GJT)*

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October 16, 2018

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## 1. GENERAL PROVISIONS

### 1.1. Purpose

These General Provisions set forth those provisions which are common to all Grand Junction Regional Airport (Airport) Primary Management and Compliance Documents (Primary Management and Compliance Documents or PMCDs). In addition, the key words or phrases utilized throughout the PMCDs are defined in these General Provisions.

### 1.2. Definitions

The terms defined in Section 2 of these General Provisions and identified by use of a capital letter, whenever used in the PMCDs, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined.

Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

### 1.3. Governing Body

The Airport is owned by the Grand Junction Regional Airport Authority (Authority), operated by the Grand Junction Regional Airport (Airport), and governed by and through the Grand Junction Regional Airport Authority Board of Commissioners.

The authority to: (a) lease Authority land and/or Improvements, (b) allow the occupancy and/or development of Authority land or Improvements, (c) grant the right to engage in any activity at the Airport, and (d) implement, supplement, amend, modify, approve, or adopt any Authority Agreement, policy, standard, rule, regulation, or directive, including the PMCDs, is expressly reserved to the Authority by and through the powers expressly granted the Authority by the State of Colorado, C.R.S 41.

### 1.4. Authority to Adopt

The authority to adopt any policy, standard, rule, regulation, or directive, including the PMCDs, is delegated to the Authority by the Colorado Revised Statutes 2016, 41-3-101, Public Airport Authority Act.

### 1.5. Authority Mission and Vision Statements

**Mission:** The Grand Junction Regional Airport Authority is committed to facilitating and enhancing regional aviation service.

**Vision:**

- Grand Junction Regional Airport Authority will continue to be safe, secure, well-maintained, and financially self-sustaining.
- Grand Junction Regional Airport Authority will be the airport of choice for airline travelers.
- Grand Junction Regional Airport will be a regional air cargo hub.
- Grand Junction Regional Airport will be the regional airport of choice for corporate, business and leisure travel.
- Grand Junction Regional Airport will be home to a well-planned, private aircraft operator community.
- Grand Junction Regional Airport will be a hub for government aviation activities.
- Grand Junction Regional Airport will continue to be a responsible community partner.
- Grand Junction Regional Airport Authority is an equal opportunity employer and continues to strive to attract and retain high-caliber professionals committed to serve Grand Junction Regional Airport.

### **1.6. Statement of Policy**

It is the desire and purpose of the Authority to: (a) “to operate, maintain, and develop the Grand Junction Regional Airport and its related facilities and to oversee and manage the business and affairs of the Grand Junction Regional Airport” (GJT-bylaws 5/19/2015); in such a manner to ensure the Authority’s long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of General Aviation products, services, and facilities desired by the public.

For situations not specifically addressed in the PMCDs, the Authority reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airport.

The Airport is required to be operated for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

### **1.7. Non-Discrimination**

No person, in the use of the Authority’s land and Improvements, shall discriminate against any person or class of persons because of race, color, national origin, religion, sex (including pregnancy and gender identity), genetic information, age (40 and over), disability, sexual orientation in providing any products or services or in the use of any of the Authority’s land and Improvements provided for the public, or in any manner prohibited by applicable Legal Requirements.

### **1.8. Airport Management**

The Executive Director is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all Authority owned and operated land, Improvements, facilities, vehicles, and equipment. The Authority has authorized the Executive Director to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of Authority land or Improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, certificates of insurance, and other documents required to be provided to the Authority. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Executive Director.

During emergency situations, the Executive Director is empowered to issue such directives and to take such action that, within Executive Director’s discretion and judgment, are necessary or desirable to safeguard the safety, security, and efficiency of the Airport and the public. Such directives and actions of the Executive Director shall have the force of a rule and regulation so long as the emergency exists.

### **1.9. Effective Date**

The General Provisions shall be in effect and shall remain in effect from the date of adoption by the Authority, unless repealed by the Authority.

### **1.10. Compliance with Legal Requirements and Agreements**

All entities leasing, occupying, and/or developing Authority land and/or Improvements and/or engaging in an Aeronautical Activity at the Airport shall comply, at the entity’s sole cost and expense, with all applicable Legal Requirements.

No Agreement, nor any payment or performance required there under, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the Authority under any existing Agreement.

**1.11. Conflicting Legal Requirements and Agreements**

If any provision of the PMCDs is found to conflict with any other Authority policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail.

**1.12. Right to Self-Service**

An Aircraft Owner or the Aircraft Owner's Employees may perform self-services (fueling, maintenance, or repair) on the Aircraft Owner's aircraft utilizing the Aircraft Owner's vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such self-services on the Aircraft Owner's aircraft provided there is no attempt to perform such services for others for Compensation and further provided that such right is conditioned upon compliance with the PMCDs and all applicable Legal Requirements.

If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport.

An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

**1.13. Prohibited Activities**

The following activities are prohibited at the Airport: Through-the-Fence activities and Co-Op fueling.

**1.14. Fines or Penalties**

Entities shall have the responsibility to pay any fine or penalty levied against entity, the Authority, individually or collectively, as a result of entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

**1.15. Severability**

If any provision of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the judgment shall not in any way affect the validity of any other provisions of the PMCDs.

**1.16. Subordination**

The PMCDs are subject and subordinate to the provisions of any agreement between the Authority and the State of Colorado or the United States Government pertaining to the planning, development, operation, and management of the Airport.

The Authority recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and aircraft; and concerning the navigable airspace. The PMCDs are not intended to assert jurisdiction by the Authority over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

**1.17. Notices, Requests for Approval, Applications, and Other Filings**

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Authority and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt). Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the Authority or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided. Operator, Lessee, or Sublessee shall provide notice to the Authority of a change of address within 14 calendar days.

### **1.18. Amendments**

The PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the Authority. The Authority may provide for public notification of pending supplements, amendments, or modifications to the PMCDs in order to provide the opportunity for public comment. The Authority may issue emergency policies, standards, rules, regulations, or directives from time to time.

### **1.19. Variance or Exemption**

The Authority may, but is not obligated, to approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the Executive Director and must state:

- the specific PMCD provision(s) for which the variance or exemption is being sought,
- describe the proposed variance or exemption, state the reason for the proposed variance or exemption;
- identify the anticipated impact on the Authority and/or Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public); and
- identify the duration of the proposed variance or exemption.

Prior to the Authority approving or denying a variance or exemption, the Authority shall conduct a review of all relevant information. Approval or denial by the Authority of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.

- An approval by the Authority of a variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- Requests for variance or exemption can be denied in accordance with Section 1.23 of these Minimum Standards.

### **1.20. Enforcement**

The Executive Director is empowered by the Authority to require compliance with and enforce the PMCDs. The Authority in conjunction with the City of Grand Junction Fire Department (Fire Department) is authorized to enforce all fire and Hazardous Materials related Legal Requirements (within jurisdiction). The Authority in conjunction with the City of Grand Junction Police (Police) and Mesa County Sheriff (Sheriff) are authorized to enforce all Legal Requirements (within jurisdiction).

Violation of the PMCDs, applicable Legal Requirements, directives issued by the Authority, Executive Director, Fire Department, Police, or Sheriff, or jeopardizing the safety or security of entities utilizing the Airport or the Authority land and/or Improvements may result in suspension, revocation, and/or prohibition of access or use privileges, engaging in activities, use of the Airport; termination of an Agreement(s); and/or prosecution under the applicable Legal Requirements. The entity shall pay for any costs incurred by the Authority, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

Representatives of the Authority, as designated by the Executive Director, shall enforce these Minimum Standards. Any person or entity who violates these Minimum Standards may be cited, removed from the Airport, denied use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority.

### ***1.21. Disputes***

Any party aggrieved by a decision of airport management may appeal (in writing) such decision to the Executive Director within 30 calendar days after such decision is issued. Any claim not timely submitted to the Executive Director is waived.

- The Executive Director shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Executive Director's request or the claim is waived. Thereafter, the Executive Director shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information. In either case, the Executive Director's written determination shall be final and conclusive unless within 30 calendar days from the date of the Executive Director's written determination, the party requests, in writing, an appeal to the Authority stating specifically all grounds of appeal.

The Authority shall use its best efforts to hear any such appeal within 120 calendar days after the Authority's receipt of the written appeal. At such hearing, the party shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the Authority in its sole discretion. The decision of the Authority shall be final and conclusive.

### ***1.22. Rights and Privileges Reserved***

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

In addition to the following rights and privileges, the Authority reserves the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

- Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the Authority (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, Transportation Security Administration, Law Enforcement Officer, or Fire Department personnel from acting in official capacities.
- The Authority reserves the right for the use of the Airport by others pursuant to applicable Legal Requirements pertaining to the Airport and such use.
- The Authority reserves the right to designate specific Airport areas for activities in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- It is the policy of the Authority that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the Authority to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Operator, Lessee, Sublessee, or user of the Airport.

- The Authority reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. The Authority will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The Authority shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
- The Authority (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- During time of war or national emergency, the Authority shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the Authority and the United States Government, shall be suspended, without any liability on the part of the Authority.
- The Authority will not relinquish the right to take any action the Authority considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to aircraft.
- The Authority will not waive any sovereign, governmental, or other immunity to which the Authority may be entitled nor, shall any provision of any Agreement be so construed.
- The Authority will not submit to the laws of any state other than those of the State of Colorado.
- The Authority is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee. In addition, the Authority is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.
- The Authority reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the Authority including preserving the assets of the Authority and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the Authority's mission, vision, values, goals and objectives for the Authority and the Airport.

### ***1.23. Possible Grounds for Rejecting Application***

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The Authority may reject any proposal, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the Authority).

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Authority. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
- The Authority or the FAA has determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.



- The Authority would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the Authority is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activities and/or Improvements is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.
- The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
- The entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, Sublessees, or users of the Airport.
- The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the Authority, any other airport sponsor, the State of Colorado, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.
- The entity cannot obtain a bond or insurance in the type and amounts required by the Authority for the proposed activity.
- The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the Authority.
- The entity's interests and/or the proposed activity or use is inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the Authority; or any Airport Sponsor Assurances.
- The entity has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the Authority.

## 2. APPENDIX

### 2.1. Definitions

Advisory Circular (AC) – A document published by the FAA providing guidance on aviation/airport issues/matters.

Aeronautical Activity (Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport.

Air Carrier – An entity engaged in the operation of an aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate or interstate.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures. TSA 1542.207 requires possession and use of an GJT Airport Identification Badge.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased, or operated aircraft.

Aircraft Accident – An occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage (as described in 49 CFR 830).

Aircraft Design Group – A FAA designated grouping of aircraft based upon wingspan. The groups are as follows:

- Group I: Up to but not including 49 feet
- Group II: 49 feet up to but not including 79 feet
- Group III: 79 feet up to but not including 118 feet
- Group IV: 118 feet up to but not including 171 feet
- Group V: 171 feet up to but not including 214 feet
- Group VI: 214 feet up to but not including 262 feet

Aircraft Incident – An occurrence other than an aircraft Accident that affects or could affect the safety of operations (as described in 49 CFR 830).

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating aircraft components; and, avionics/instrument removal and/or replacement.

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator – A person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise) for the purpose of air navigation including the piloting of aircraft or the operation of aircraft on any part of the surface of an airport.

Airframe and Powerplant Mechanic (A & P Mechanic) – A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Grand Junction Regional Airport (GJT).

Airport Identification Badge – A media allowing access to certain parts of the Airport including AOA, SIDA, Secured and Sterile areas.

Executive Director – That person (or designated representative thereof), appointed by the Authority, responsible for the administration and day-to-day operation and management of the Airport, all Authority owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airside – The runways for landing and taking-off of aircraft, designated helipads, Taxiways and Taxilanes for ground movement of aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of aircraft.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Avgas (Aviation Gasoline) – Fuel commonly utilized to power piston-engine aircraft.

Based Aircraft – An aircraft identified in a written aircraft storage Agreement with the Authority, FBO, or SASO.

Business Automobile Liability – Insurance coverage pertaining to bodily injury and Property damage for all licensed vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles.

Certified Flight Instructor (CFI) Professional Liability – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

Code of Federal Regulation (CFR) – The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government, divided into 50 titles that represent broad areas subject to federal regulation, updated once each calendar year and issued quarterly, as may be amended from time to time.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Contiguous – Land and/or apron that shares an edge or boundary or is separated by no more than a Taxilane.

Co-Op Fueling – The fueling of an aircraft by the Owner of the aircraft or the Owner's Employee using vehicles, Equipment, and resources owned by an approved Association.

Courtesy Vehicle – A vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Environmental Liability – Insurance coverage pertaining to liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Equipment – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

Federal Aviation Administration (FAA) – The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities. It was established by an act of Congress on April 1, 1967.

Fiscal Year (or FY) – The accounting period of the Authority beginning January 1st and ending December 31<sup>st</sup> established for accounting purposes.

Fixed Based Operator (FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the Authority's General Aviation Minimum Standards.

Fuel Handling – The transporting, delivering, fueling, dispensing, or draining of fuel or fuel waste products.

General Aviation – All aviation with exception of Air Carriers and the military.

General Aviation Minimum Standards (Minimum Standards) – Primary Management and Compliance Document that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Grand Junction Regional Airport Authority – (or representatives, officers, officials, employees, agents, and volunteers thereof)

Hangar Keeper’s Legal Liability – Insurance coverage pertaining to Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

Hazardous Materials – A substance, item, or agent (biological, chemical, physical) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Infrastructure – Runways, Taxiways, Taxilanes, Ramps, nav aids, airport roadways, utilities, etc.

Landside – The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking.

Legal Requirements – All applicable federal, state, county, and local laws, codes, ordinances, policies, and regulations as amended from time to time.

Leased Premises – The land and/or Improvements used exclusively under Agreement by an Operator, Lessee, or Sublessee.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Light Sport Aircraft – An aircraft certificated by the FAA which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.

Limousine – A vehicle, for hire, that is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the Authority) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Movement Area – The runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact with ATC or other aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC.

National Fire Protection Association (NFPA) – All codes and standards contained in the Standards of the National Fire Protection Association, as may be amended from time to time.

Non-Commercial Flying Club – An entity that is legally formed as a non-profit entity with the State of Colorado that collectively owns and operates aircraft and restricts membership from the public.

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Operator – An entity that has entered into an Agreement with the Authority to engage in Commercial Aeronautical Activities at the Airport.

Owner – The registered legal Owner of an aircraft according to FAA records or a vehicle according to the applicable state Department of Motor vehicle records.

Participant – Persons paying a fee to an Operator and subsequently participating in Commercial Skydiving.

Primary Management and Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the Authority, as may be amended from time to time, including Minimum Standards, and Development Standards.

Ramp – Those paved areas of the Airport within the AOA designated by the Authority for parking, loading, unloading, fueling, or servicing of aircraft.

Readily Available – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

Repair Station – A certificated aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under 14 CFR Part 145.

Rules and Regulations – Primary Management and Compliance Document that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Safety Management System (SMS) – The formal, top-down business approach to managing safety risk, which includes a systemic approach to managing safety, including the necessary organizational structures, accountabilities, policies and procedures (FAA Order VS 8000.367A).

Security Plan – A document developed by Operators to ensure the safety and security of people and property at the Airport.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities

Spill Prevention, Control, and Countermeasure Plan (SPCC Plan) – A contingency plan defined by the EPA that covers procedures for spill prevention, control, and countermeasure, points of contact, the chain of command, and individual responsibilities.

Student and Renter Liability – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of aircraft.

Sublease – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and for which, the Authority has given proper consent.

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee who is authorized (by the Authority) to engage in Commercial Aeronautical Activities at the Airport.

Tiedown – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

Through-the-Fence – When an airport sponsor grants an entity ground access by an aircraft across the Airport's property boundary to the Airport's airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the Airport.

Transient Pilot/Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not stationed at the Airport.

**2.2. Acronyms**

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
AOA	Air Operations Area
CFR	Code of Federal Regulations
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FBO	Fixed Base Operator
ME	Multi-Engine Aircraft
NPIAS	National Plan of Integrated Airport Systems
SASO	Specialized Aviation Service Operator
SE	Single-Engine Aircraft
SPCC Plan	Spill Prevention, Control, and Countermeasure Plan
SWPPP	Storm Water Pollution Prevention Plan