

# **Roswell Air Center**

## **Minimum Standards for**

### **Commercial Aeronautical Activities**



**November 1, 2020**

(Supersedes all prior Minimum Standards)

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## **SECTION 1 – DEFINITIONS**

- 1.01**     **Aeronautical Activity**- Any activity that involves, makes possible, or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations.
- 1.02**     **Agreement** – A written, legally enforceable contract between the City of Roswell and any party concerning access to and use of the Roswell Air Center.
- 1.03**     **Air Carrier** – A Commercial Aeronautical Operator holding an operating certificate under Federal Aviation Regulation Part 121.
- 1.04**     **Air Taxi/Charter** – An operator licensed by the FAA to provide air transportation of persons or property for hire on a charter basis or as an air taxi operator on a scheduled, nonscheduled, or on-demand basis as defined and regulated by the Federal Aviation Administration.
- 1.05**     **Airport** – Roswell Air Center and all of the area, buildings, facilities and improvements within the interior boundaries of such Airport as it now exists or as it may be hereafter or extended or enlarged and as depicted on a current Airport Layout Plan approved by the Federal Aviation Administration.
- 1.06**     **Airport Layout Plan (ALP)** – The current, FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navigational aids, etc.
- 1.07**     **Airport Operations Area (AOA)** – The area of the Airport identified in the Airport Security Program that includes the aircraft movement areas, aircraft parking areas, loading ramps, safety areas, and any adjacent areas that are not separated by adequate security systems, measures or procedures.
- 1.08**     **Airport Security Program (ASP)** – The written plan concerning security at the Roswell Air Center, containing the elements required by 49 C.F.R. Part 1542 and approved by the Transportation Security Administration.
- 1.09**     **Avgas** – Aviation gasoline, 100LL or equivalent, intended for use in a piston aircraft.
- 1.10**     **Air Center Director** – The person hired by the City of Roswell to administer and direct the operation of the Airport and to enforce the Rules and Regulations and the Minimum Standards, and his/her designee.
- 1.11**     **Based Aircraft** – An aircraft identified in a written aircraft storage Agreement with the Airport, FBO, or SASO.
- 1.12**     **Business Motor Vehicle Liability** – Insurance coverage pertaining to bodily injury and Property damage for all business vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles.
- 1.13**     **CFR** – The Code of Federal Regulations.

- 1.14** **Commercial Aeronautical Activity** – Any commercial operation that is related to the operation of Aircraft as prescribed in these Minimum Standards for Commercial Aeronautical Activities. This does not include any commercial operation not directly related to the operation of Aircraft, *e.g.* restaurant, rental car, or other concessions.
- 1.15** **Commercial Aeronautical Operator** – An Entity or Person conducting a Commercial Aeronautical Activity at the Roswell Air center pursuant to a Lease or other Agreement.
- 1.16** **Commercial General Liability** – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of personal vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Personal 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.
- 1.17** **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.
- 1.18** **Entity** – Each partnership, organization, or business that has a legal and separately identifiable existence.
- 1.19** **Individual** - A private or natural person as distinguished from a partnership, organization, or business.
- 1.20** **Federal Aviation Administration (FAA)** – The Administration within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities.
- 1.21** **Fixed Base Operator (FBO)** – An Entity that maintains and operates facilities at the Airport for the purpose of providing commercial aeronautical services including but not limited to the retail sale of aviation fuels, aircraft line services, and aircraft airframe and engine repair and maintenance at the Airport.
- 1.22** **Flying Club** – A nonprofit or not-for-profit entity organized for the express purpose of providing its members with the noncommercial use of aircraft for their personal use and enjoyment.
- 1.23** **General Aviation** – All aviation with the exception of Air Carriers and the military.
- 1.24** **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.
- 1.25** **Lease** – A contractual agreement between the City of Roswell and another Entity that establishes a tenancy on the Airport. A Lease is written and enforceable by law.
- 1.26** **Leased Premises** – Those premises, including, as appropriate, any area leased, subleased, or otherwise controlled by an FBO or SASO on the Airport.
- 1.27** **Maintenance** – Aircraft inspection, overhaul, repair, preservation, and replacement of parts, including preventative maintenance, as described in Part 43 of the Federal Aviation Regulations.

- 1.28** **Minimum Standards** – The qualifications set forth herein, which set forth the minimum requirements to be met as a condition for the right to conduct or provide a Commercial Aeronautical Activity or Service on the Airport.
- 1.29** **Operator** – An Entity that has entered into a Lease, or written agreement with the City of Roswell to occupy, use, and/or develop land and/or improvements in order to engage in Commercial Aeronautical Activities at the Airport.
- 1.30** **Repair Station** – A certified aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certified under 14 CFR Part 145.
- 1.31** **Rules and Regulations** – The most recent, approved version of the Roswell Air Center Rules and Regulations.
- 1.32** **SPCC Plan** – Spill Prevention Countermeasures and Control Plan, prepared to comply with the federal regulations at 40 C.F.R. Part 112.
- 1.33** **Specialized Aeronautical Service Operator (SASO)** – An Operator that is authorized to provide one or a combination of Commercial Aeronautical Activities that does not include Commercial Fueling, as described more fully in Section 4.
- 1.34** **Tenant** – Any entity or individual that has an Agreement with the City of Roswell for occupying space at the Airport.
- 1.35** **Terminal** – The commercial passenger terminal located at the Roswell Air Center.
- 1.36** **Through the Fence or TTF Operations** – The movement of aircraft between the Airport Operations Area at the Roswell Air Center and land adjacent to, but not part of, the Airport property. This includes access from residential properties.
- 1.37** **TSA** – The Transportation Security Administration.
- 1.38** **Variance** – The grant of a modification to the Minimum Standard requirements, often for only a temporary period to address unique facts or hardships.
- 1.39** **Waiver** – The grant of an exemption from a requirement of the Minimum Standards.

## **SECTION 2 – INTRODUCTION**

### **2.01 Authority**

The Roswell Air Center (Airport) is owned by the City of Roswell (City). The City is responsible for all operational and administrative functions of the Airport. The Roswell Air Center Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) are promulgated under the policy making authority of the Governing Body of the City of Roswell (Governing Body). Administration of the terms of the Minimum Standards shall be under the authority, responsibility, and control of the Air Center Director (Director). All leases, permits and other written agreements authorizing the use of Airport property and facilities shall require compliance with the Minimum Standards.

In addition to the Minimum Standards, all persons on the Airport are subject to all applicable provisions of the laws of the United States, the State of New Mexico, the City of Roswell, and the Airport Rules and Regulations. If any provision of the Airport's Minimum Standards is found to be in conflict with any other airport policies, standards, rules, regulations, or directives, any provision of any applicable federal, state, county, or local laws, or any provision of an existing or future agreement (if provided for in the agreement), the provision that establishes the higher or stricter standard shall prevail unless a variance is granted by the Director.

References and citations in the Minimum Standards to ordinances, laws, regulations, policies, standards and guidelines promulgated by the City of Roswell, the State of New Mexico, the United States, and public and private bodies include any amendments as may be adopted after the City's adoption of the Minimum Standards.

The Minimum Standards cancel and supersede all previous minimum standards governing use of the Airport. The invalidation of any specific minimum standards shall not affect the validity of the remainder of the Minimum Standards.

Except as prescribed herein or pursuant to an agreement, the standards and requirements of the Minimum Standards are minimums.

### **2.02 Purpose**

The purpose of these Minimum Standards is to: (a) Encourage and promote the consistent provision of high quality commercial aeronautical products, services, and facilities at the Airport, (b) Promote safety and security in all airport activities, (c) Protect Airport users from unauthorized products and services, and (d) Enhance the availability of services for all Airport users.

Commercial Aeronautical Activities (Activities) may be proposed that do not fall within the categories designated herein. In such a case, appropriate minimum standards shall be established by the Director on a case-by-case basis.

All qualified and experienced entities that desire to engage in Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such activities, subject to complying with these Minimum Standards.

### **2.03 Exclusive Rights and Airport Sponsor Assurances**

In accordance with the Airport Sponsor Assurances (Assurances) given to the federal and/or state government by the City as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in Activities shall not be construed in any manner as affording any entity an Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement.



The presence of only one Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the City not to enter into or promote an understanding, commitment, or express agreement to exclude other qualified and experienced entities. Accordingly, those entities who desire to enter into an agreement with the City should neither expect nor request that other entities who also desire to engage in the same or similar Activities be excluded.

The opportunity to engage in Activities shall be made available to those entities complying with the standards and requirements set forth in these Minimum Standards and as suitable land and Improvements may be available at the Airport to support such Activities provided such use is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the City and the public, as determined by the City in its sole discretion.

#### **2.04    Applicability**

All Commercial Aeronautical Activities conducted on the Airport must be authorized in a Lease or other written Agreement approved by the Governing Body or City Manager, as appropriate, and shall be performed in accordance with the Roswell Air Center Minimum Standards and the Airport Rules and Regulations.

The Minimum Standards shall apply to any entity proposing to conduct a Commercial Aeronautical Activity at the Airport, including Fixed Base Operators (FBOs) and Specialized Aviation Services Operators (SASOs).

The Minimum Standards shall not apply to scheduled Commercial Air Carrier operations covered under Federal Aviation Regulation 14CFR Part 121 or to military operations.

Any required determinations, interpretations, or judgments regarding what constitutes an acceptable standard or requirement, or regarding compliance with such standard or requirement, shall be made by the Director. No entity shall be allowed to engage in Activities at the Airport under conditions that do not comply with these Minimum Standards unless an exemption or variance has been approved by the Director. All entities may exceed the applicable standards or requirements.

## **SECTION 3 - GENERAL REQUIREMENTS**

All operators engaging in Activities at the Airport shall comply with, or exceed, the standards and requirements of this section as well as the minimum standards applicable to each Activity, as set forth in subsequent sections.

### **3.01      **Capability/Experience****

All operators engaging in Activities shall, in the judgement of the City, demonstrate the financial wherewithal and technical capability of paying all rents, fees, or other charges owed to the City; developing and maintaining the required land and Improvements; procuring and maintaining the required vehicles, equipment, and/or aircraft; employing required employees; and engaging in Activities.

All operators engaging Activities shall, in the judgement of the City, demonstrate the capability of consistently providing the commercial aviation products, services, and/or facilities and engaging in the Activities in a safe, secure, and efficient manner in service to and to the benefit of the public.

### **3.02      **Airport Aeronautical Business Application****

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport shall obtain from the Airport administrative office and complete all relevant and applicable sections of the Roswell Air Center Aeronautical Business Application (Application) and submit it to the Airport administrative office. Applicant shall submit all of the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the City in order to properly and fully evaluate the Application and facilitate an analysis of the prospective operation. The Application may be obtained in person at the Airport administrative office or online at [www.flyroswell.com](http://www.flyroswell.com).

No application will be deemed complete that does not provide the City with the information, data, and/or documentation necessary to enable the Airport staff to make a meaningful assessment of applicant's desired activities and determine whether or not the applicant's desired activities will comply with all applicable legal requirements and be compatible with the Airport Layout Plan.

A City of Roswell Commercial Business License Registration must also be submitted to the Business License Clerk and obtain a Business License from the City of Roswell prior to engaging in the desired activities. The registration form can be obtained in person at the office of the Business License Clerk or online at [www.roswell-nm.gov](http://www.roswell-nm.gov).

Following review and approval of the Application by the City and subject to the Applicant complying with all requirements, a lease and/or operating agreement must be entered into. All leases must be approved by the Governing Body.

### **3.03      **Agreement****

Operators shall not engage in Activities at the Airport without an Agreement authorizing such Activities. Agreement shall not reduce or limit Operator's obligations with respect to complying with these Minimum Standards.

### **3.04      **Payment of Rents, Fees, and Charges****

Operator shall pay the rents, fees, or other charges on time, as specified by the Director for engaging in Activities. The City may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the City by any legal means available to the City under any Agreement.

### **3.05 Leased Premises**

Operator shall lease or sublease an area of adequate and appropriate size, shape, and location to provide for its Activities and operations.

If an Operator desires to sublease space to another Operator, the Operator must obtain the written approval from the City to sublease the space. The sublessee must apply for and obtain a City of Roswell Business License to operate at the Airport and must satisfy the applicable Minimum Standards to provide sublessee's proposed Commercial Aeronautical Activity.

#### **1. Limited Exception Available for Non-Tenant Operators**

Although all of the specific aeronautical activities addressed in the sections below require use of Airport facilities normally requiring a leasehold interest, the City recognizes that in some cases a valid need does exist for a member of the user public to obtain a service from a purveyor who does not possess a leasehold interest on the Airport, or if a leasehold interest does exist, the facilities contained therein do not meet the minimum standards for the particular aeronautical activity.

In such cases, the City shall try to address that need, while addressing the objective of fairness and equitability of competition, by entering into a written agreement with the purveyor, which shall require:

- a. Availability of an assignable area to conduct said business consistent with adopted Airport Land Use Map, and reasonably consistent with applicable facility-related minimum standards contained herein for that particular commercial activity.
  - b. Meeting the same minimum performance-related standards required of commercial operators with leasehold interests, pursuant to the minimum standards contained herein for the particular commercial activity.
  - c. Payment of equivalent fees, including percentage of gross revenue where applicable, and provision of equivalent insurance and other guarantees which may be required of on airport businesses under the Airport schedule of rates and charges currently in force at that time.
2. Approval – Construction of any Improvements must be approved in advance by the City. All Improvements shall comply with applicable statutes, ordinances, building codes, rules and regulations of the Federal Aviation Administration, the United States, State of New Mexico, and the City of Roswell, as such may be amended from time to time.

#### **3. Facility Maintenance**

Operator at its sole cost and expense, shall:

- a. Maintain the Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed Equipment and utility services, oil/water separators, and security improvements) in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements on the Airport, normal wear and tear excepted,
- b. Provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, removal of spent oils or other fluids, cleaning of oil/water separators, snow removal and any related services necessary to maintain the Improvements in good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear excepted,
- c. Replace, in like kind, or in the City's sole discretion, reimburse the City for any Property damaged by the Operator, its activities, sublessees, customers, employees, visitors, vendors, suppliers, or contractors.

4. Vehicle Parking – Paved or unpaved vehicle parking shall be sufficient to accommodate all vehicles currently utilizing or anticipated to utilize the Leased Premises on a regular basis. Vehicle Parking shall be on the Leased Premises and located in close proximity to entity’s primary facility.

### **3.06 Products, Services, and Facilities**

To ensure compliance with the Assurances, Operator shall:

1. provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users, and
2. charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.

Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user or the volume purchased. In the event of a complaint and upon request, Operator shall submit a schedule of product, service, and facility pricing to the Director. In addition to identifying the Operator’s product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.

Operator shall engage in its Activities in a safe, secure, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar products, services, and facilities at comparable airports.

### **3.07 Licenses, Permits, Certifications, and Ratings**

Prior to engaging in any Activity at the Airport, Operator shall obtain and require that employees obtain, at Operator's or employee's sole cost and expense, and fully comply with all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities as required by the City or any other duly authorized agency having jurisdiction

As required by the City or any other duly authorized Agency having jurisdiction, Operator shall keep in effect all required licenses, permits, certifications, or ratings and make such documents available to the City upon request.

### **3.08 Personnel**

Operator must provide high quality customer service by meeting or exceeding Airport customer needs through consistent, responsive, and professional service. Operator shall have in its employ, on duty, and be immediately available during hours of Activities, properly trained and qualified Employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator’s Activities.

Operator shall control the conduct, demeanor, and appearance of Operator’s employees. It shall be the responsibility of Operator to maintain close supervision over Operator’s employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.

### **3.09 Aircraft, Equipment, and Vehicles**

Operators must own, lease, or otherwise have access to aircraft, equipment, and vehicles to provide the applicable aeronautical services promptly on demand without causing any flight delays or other operational impacts at the Airport.

Operator shall make all reasonable efforts to keep aircraft, equipment, and vehicles operable, maintained in a safe operating condition, and capable of providing all required products and services at the hours and in a manner consistent with their intended use.

### **3.10 Hours of Activity**

Operator's services shall be offered during hours that meet the reasonable demand of customers for the Activities. Operator hours of activity and contact information for afterhours service shall be clearly posted in public view using appropriate and professional signage.

### **3.11 Security**

Operator shall fully comply with the Airport Security Program (ASP), best practices, and regulatory requirements as applicable to the leased premises and Activities. Operator shall designate an Authorized Signatory for the coordination of all security procedures and communications and provide point-of contact information to Airport staff including the name of the primary and secondary contacts and a 24-hour telephone number for both individuals.

### **3.12 Insurance**

Operator shall procure, maintain, and pay all premiums for the insurance coverages and amounts required by the City for each Activity conducted. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State of New Mexico or be approved in writing by the City. Each Operator required to maintain insurance by operation of these Minimum Standards, or any Agreement will provide a Certificate of Insurance listing the City as an additional insured.

### **3.13 Multiple Activities**

When more than one Activity is conducted by an Operator at the Airport, the minimum requirements shall vary depending upon the nature of each activity and/or combination of activities but shall not necessarily be cumulative. The operator shall adhere to the minimum standards required for each aeronautical service being performed.

### **3.14 Right to Self-Serve**

Provided that the requirements of the Airport's Minimum Standards and all other applicable regulatory requirements are met, an aircraft owner or the aircraft owner's employees may perform 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 services on the aircraft owner's aircraft provided there is no attempt to perform such services for others for compensation or hire.

1. No Lessee or Operator is required or obligated to allow an aircraft owner or the aircraft owner's employees to engage in Self-Service activities on its exclusive leased premises.
2. Self-Service activities cannot be contracted out to a third party. Upon request, the aircraft owner shall provide proof (such as payroll data) that the individual(s) engaging in Self-Service activities are employees of the aircraft owner.

### **3.15 Through-the-Fence Activities**

Through-the-Fence activities are prohibited. The City's obligation to make the Airport available for the use and benefit of the public does not extend to providing access from adjacent property.

### **3.16 Variance or Exemption**

The Director in his/her sole discretion may, but is not obligated to, approve variances or exemptions to the Airport's Minimum Standards Program when circumstances require. Prior to the Director approving or denying a variance or exemption, the Director shall conduct a review of all information relevant to the request for variance or exemption.

Approval or denial by the Director of a variance or exemption shall be provided in writing within 90 calendar days from the receipt of the written request.

1. If approved, the variance or exemption shall only apply to the special circumstances of the particular case for which the variance or exemption is granted.
2. An approval by the Director of a variance or exemption shall not serve to amend, modify, or alter the Airport's Minimum Standards Program or any existing Agreement.

Requests for variance or exemption shall be submitted in writing to the Director and must state the specific provision(s) for which the variance or exemption is being sought as well as the following information:

1. A description of the proposed variance or exemption,
2. The reason for the proposed variance or exemption,
3. Identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public), and
4. Identify the duration of the proposed variance or exemption.

### **3.17 Enforcement**

The Director in his/her sole discretion, has the right to revoke the entity's privileges, for cause, or may suspend the entity's operations for such period of time as it deems necessary in order to protect the public interest and/or to obtain a correction of the violation.

In the event an entity fails to comply with the Airport's Minimum Standards, the Director shall send a written statement of violation to such entity at its last known address.

If an appeal is not filed under Section 3.17, the entity shall have 10 business days from the date that the violation letter was received to provide a statement to the Director explaining why the violation occurred and to advise the Director that the violation has been corrected.

### **3.18 Disputes**

Any party aggrieved by a decision of the Director through Section 3.16 Variance or Exemption, or Section 3.17 Enforcement, may appeal (in writing) such decision to the City Manager within 10 business days after such decision is issued. Rights to any appeal not submitted within the 10-day period will be waived.

The City Manager shall respond to such written claim within 10 business days of the receipt of the claim by either making a written determination with respect to the claim or making a written request for additional information. If requested, the party shall provide all requested additional information within 10 business days of the date of the City Manager's request or the claim is waived. Thereafter, the City Manager shall make a written determination with respect to the claim within 10 business days after receipt of the additional information.

Finally, an aggrieved party may appeal (in writing) the decision of the City Manager to the Governing Body within 10 business days after such decision is issued. Rights to any appeal not submitted within the 10-day period will be waived.

The Governing Body may choose to hear the aggrieved party's appeal or may refuse to hear the appeal. In either case, the Governing Body's written determination shall be final and conclusive.

Unless the aggrieved party's Agreement is suspended or revoked under Section 3.16, the party shall diligently continue performance of its Agreement with the City, in full compliance with the Airport's Minimum Standards regardless of whether or not a dispute is pending and regardless of the outcome of such dispute.

### **3.19 Rights and Privileges**

Nothing contained within the Airport's Minimum Standards shall be construed to limit the use of any area of the Airport by the City or to prevent any federal, state, or local agency from acting in its official capacities.

The City 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.

The City reserves the right to prohibit any entity from using the Airport or engaging in Activities at the Airport (and/or the City may suspend and/or revoke any privileges granted to any entity) upon determination by the City that such entity has not complied with the Airport's Minimum Standards, applicable federal, state, and local laws, directives issued by the Airport, or has otherwise jeopardized the safety or security of entities utilizing the Airport or the land and/or Improvements located at the Airport.

## **SECTION 4 – FIXED BASE OPERATOR**

### **4.01 Introduction**

A Fixed Base Operator (FBO) is an Operator that maintains and operates facilities at the Airport for the purpose of providing commercial aeronautical services including but not limited to the retail sale of aviation fuels and lubricants, passenger and crew services, aircraft ground services, aircraft storage, and aircraft airframe and engine repair and maintenance at the Airport. In addition to the General Requirements set forth in Section 3, FBO shall comply with the following minimum standards set forth in this section.

### **4.02 Scope of Activity**

Unless otherwise stated in these Minimum Standards, FBO employees using FBO vehicles and equipment must provide all required products and services.

FBO products and services shall include the following:

1. Aviation Fuels (Jet Fuel and Avgas) and Aircraft lubricants with:
  - a. Fuel delivery and dispensing, upon request, into any General Aviation Aircraft using the Airport,
  - b. The ability to deliver and dispense, upon request, Jet Fuel, Avgas, and lubricants into any Air Carrier and government aircraft using the Airport,
  - c. A response time of no more than 15 minutes from the time of the customer's request (not applicable outside of required hours of activity or in circumstances that are beyond the control of FBO).
2. Passenger and crew services including:
  - a. Courtesy transportation for passengers, crew, and baggage,
  - b. Baggage handling and other related Aircraft arrival and departure services,
  - c. The ability to make crew and passenger ground transportation (e.g., limousine, shuttle, rental car, etc.) and accommodation (e.g., hotel or motel) arrangements,
  - d. The ability to make Aircraft catering arrangements.
3. Aircraft ground service, support, and amenities to include:
  - a. Meeting, directing, and parking of all Aircraft arriving on FBO's, leased, or managed Apron with the exception of Aircraft having a designated parking (Tie down or Hangar) space during normal hours of operation,
  - b. Parking and Tie down of Aircraft upon the FBO's, leased, or managed Apron,
  - c. Hangar storage of Aircraft upon the FBO's Leased Premises, to include in-out (Aircraft towing) service,
  - d. The ability to provide Aircraft ground power service (AC and DC),
  - e. Aircraft Deicing Services (directly or indirectly through arrangement with an authorized Operator),
  - f. Lavatory services, potable water services, and basic Aircraft interior cleaning services,
  - g. Oxygen, nitrogen, and compressed air services (directly or indirectly through arrangement with an authorized Operator).
4. Aircraft Maintenance Services, FBO shall:
  - a. Provide Aircraft Maintenance services for general aviation aircraft up to the size of aircraft normally frequenting the Airport,
  - b. FBO can meet these requirements by arrangement with an authorized Operator who meets the Minimum Standards for an Aircraft Maintenance Operator.



#### **4.03 Leased Premises**

FBO shall lease adequate land and Improvements to accommodate all Activities of the FBO and all approved Sublessees, but not less than the following:

1. Contiguous Land – Five acres (217,800 square feet) upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
2. Apron – Two acres (87,120 square feet), which can be, leased, or managed by the FBO and shall be associated with and located immediately adjacent to the FBO Terminal Building. Shall be based on FAA Design Standards with sufficient weight bearing capacity to accommodate the forecast aircraft population to be served.
3. Paved Tie-down – adequate to accommodate the number, type, and size of based and transient aircraft requiring tie-down space at the Operator's leased or managed premises, but not less than ten (10) paved tie down spaces.
4. Terminal Building – Minimum of 1,500 square feet. Customer area shall include adequate space for customer and crew lounge(s), flight planning room, kitchen and vending, conference room, telephones, and public restrooms. Administration area shall include adequate space for employee offices, work areas, and storage.
5. Hangar Facilities - a minimum of 10,000 square feet of floor space shall be provided within which aircraft airframe and engine repair activities, aircraft storage, and any other permitted aeronautical activity may be performed.
6. Vehicle Parking - Paved or unpaved vehicle parking shall be sufficient to accommodate all vehicles currently utilizing or anticipated to utilize the Leased Premises on a regular basis. Vehicle Parking shall be on the Leased Premises and located in close proximity to entity's primary facility

#### **4.04 Fuel Storage**

FBO shall own or lease an above ground fuel storage facility at the Airport with appropriate leak containment provisions, unless otherwise authorized or required, in a location approved by the Director.

Fuel storage facility shall have a total capacity for five (5) days peak supply of fuel for aircraft being serviced by an FBO. In no event shall the total storage capacity be less than:

- Jet Fuel storage tanks with a total capacity of 45,000 gallons
- (1) 12,000-gallon Avgas storage tank

FBO shall demonstrate that satisfactory arrangements have been made with a reputable fuel supplier for the delivery of fuels in the quantities necessary to meet the requirements set forth herein or the reasonable peak demands of customers. FBO shall provide the Director with a written Spill Prevention, Control, and Countermeasure (SPCC) Plan that meets Legal Requirements for FBO's fuel storage facilities and Activities. An updated copy of the SPCC Plan shall be filed with the Airport at least 30 calendar days prior to any scheduled changes in operations. Fuel delivered, stored, or dispensed by FBO shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D 1655 (jet fuel) and ASTM D 1910 (Avgas). Ensuring the quality of the fuel is the sole responsibility of FBO.

#### **4.05 Fueling Reports**

FBO shall:

1. On or before the 10th calendar day of the subsequent month, provide a summary report to the Airport identifying the number of gallons of aviation fuel by fuel type:

- a. delivered to FBO's fuel storage facility, and
  - b. dispensed by FBO at the Airport to FBO and customer aircraft, and
  - c. broken out between chargeable, airline exempt, and exempt (recycled, calibration) fuel according to existing fuel flowage fee schedules, and
2. On or before the 25th calendar day of the subsequent month, pay the appropriate fees due to the Airport.

Upon request, records and meters shall be made available for review by the Airport's designated representative.

#### **4.06 Fueling Equipment**

All equipment necessary to adequately support all required activities shall be provided and maintained in accordance with good maintenance practices and all applicable FAA, NFPA, and/or NMDOT regulations. At a minimum such equipment shall include the following:

1. FBO shall have at least (2) jet fuel refueling vehicles with one having a capacity of at least 5,000 gallons.
  - a. One (1) refueling vehicle dispensing jet fuel shall have over-the-wing and single point aircraft servicing capability.
2. FBO shall have at least one (1) Avgas refueling vehicle, having a capacity of at least 750 gallons.
  - a. A fixed Avgas refueling (self-fueling) system cannot be substituted for the required Avgas refueling vehicle.
    - i. A fixed Avgas refueling (self-fueling) system constructed or installed and maintained by an FBO for public commercial use shall be limited to a minimum capacity of 2,000 gallons in a location specified by the Director.
3. Aircraft refueling vehicles shall be equipped with metering devices that meet all applicable regulatory requirements. All refueling vehicles shall be bottom loaded.
4. Adequate grounding rods at all fueling locations to eliminate hazards of static electricity must be in place.
5. The FBO will be required to comply with Federal Aviation Regulation 14 CFR Part 139.321 (as amended), Handling and Storing of Hazardous Substances and Materials.

#### **4.07 Other Vehicles and Equipment**

FBO shall own or have use of the following ground support Equipment:

1. One Apron Vehicle to provide transportation of customers and baggage on the Apron and serve as a follow-me Vehicle,
2. One Courtesy Vehicle capable of accommodating 4 passengers,
3. Two Aircraft towing Vehicles (and tow bars/heads) with at least one Aircraft towing Vehicle having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation Aircraft normally frequenting the Airport,
4. One ground power unit capable of providing electricity to direct current (DC) powered aircraft,
5. One deicing unit
6. One lavatory service cart
7. One oxygen cart, one nitrogen cart, and one compressed air unit,
8. Adequate snow removal equipment to keep leasehold free of accumulated snow,
9. Adequate wheel chocks for Aircraft parking in Apron areas and Equipment for securing Aircraft,
10. Aircraft Tie downs, FBO shall have ropes, chains, and/or other types of Aircraft restraining devices which are required to safely secure Aircraft as described in FAA AC 20-35C,

11. Spill kits including one mobile unit per contiguous Apron area (owned, leased, and/or managed by the FBO) with the necessary Equipment and materials to contain a Fuel spill and restrict it from flowing into drains or other areas,
12. Fire extinguishing units, in an adequate number and type to meet all regulatory requirements, in all hangars, on all apron areas, at all fuel storage facilities, and on all ground handling and refueling vehicles.

#### **4.08 Hours of Activity**

FBO services shall be continuously offered and available between the hours of 7:00a.m. and 8:00 p.m. to meet the reasonable demands of customers, seven (7) days a week including holidays. These services shall be available at all other times, on-call, with response time not to exceed one hour.

#### **4.09 Employees**

There shall be a full time, on-site general manager. FBO shall have one supervisory line service technician. FBO shall have at least one (1) line service technician on each shift to provide Aircraft Fueling, parking, and ground servicing and support. All line service technicians shall be properly trained and qualified to provide the services required. FBO shall have at least one (1) properly trained and qualified customer service representative on each shift to provide customer service and support (line service technician or supervisor can fulfill this responsibility if needed).

#### **4.10 Communications**

The FBO shall at all times maintain an active telephone service with current telephone numbers that can be accessed by the public during required business hours. Each FBO is required to monitor the local UNICOM during business hours.

#### **4.11 Aircraft Removal**

Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance within 30 minutes upon request, or as soon as practical, in order to maintain the operational readiness of the Airport. The FBO shall have the equipment readily available that is necessary to remove the general aviation aircraft normally frequenting the Airport.

#### **4.12 Insurance**

Prior to the commencement of operations, the Operator shall procure and maintain general public liability insurance insuring against such claims as required to meet the requirements of the New Mexico Tort Claims Act. All policies shall name the City as an additional insured. The insurance company or companies writing the required policy or policies, shall be licensed to do business in the state.

Insurance minimums for an FBO shall be:

1. Commercial General Liability – \$1,000,000 per occurrence of Combined Single Limit bodily injury and property damage
2. Aircraft Liability - \$1,000,000 per occurrence of Combined Single Limit for bodily injury and property damage Including Passengers
3. Hangar Keeper’s Liability - \$1,000,000 per occurrence
4. Products and Completed Operations Liability - \$1,000,000 per occurrence
5. Business Motor Vehicle Liability - \$1,000,000 per occurrence of Combined Single Limit

## **SECTION 5 AIRCRAFT MAINTENANCE OPERATOR (SASO)**

### **5.01 Introduction**

An Aircraft Maintenance Operator is an Operator engaged in providing aircraft maintenance for aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) Operator, which includes the sale of aircraft parts and accessories. In addition to the general requirements set forth in Section 3, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this section.

### **5.02 Leased Premises**

The leasehold shall contain at least 3,500 contiguous square feet for adequate land and Improvements. Operator shall provide a building of at least 3,000 square feet to provide office space, public restrooms, customer lounge, and a sufficient amount of space for work areas, shop areas, and parts storage space.

### **5.03 Licenses and Certification**

Employees shall be properly certified by the FAA in aircraft maintenance (e.g. A/P mechanic) and hold the appropriate ratings for the work being performed. If Operator is not certified as a Repair Station (as defined in 14 CFR Part 145) and is providing annual or phase inspections, one A & P Mechanic shall have Inspection Authorization (IA). Operators engaged in Turboprop or Turbojet aircraft maintenance shall be properly certified by the FAA as a Repair Station.

### **5.04 Employees**

Operator shall have in its employ properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed) in such numbers as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one (1) person.

### **5.05 Equipment**

Operator shall have necessary tools, equipment, supplies and access to parts for the performance of services being provided in accordance with the manufacturer's specifications.

### **5.06 Hours of Activities**

Operator shall be open, and services shall be available to meet reasonable demands of the public eight (8) hours per day, five (5) days per week.

### **5.07 Insurance**

Prior to the commencement of operations, the Operator shall procure and maintain general public liability insurance insuring against such claims as required to meet the requirements of the New Mexico Tort Claims Act. All policies shall name the City as an additional insured. The insurance company or companies writing the required policy or policies, shall be licensed to do business in the state.

Insurance minimums for an Aircraft Maintenance Operator shall be:

1. Commercial General Liability – \$1,000,000 per occurrence of Combined Single Limit for bodily injury and property damage
2. Hangar Keeper's Liability - \$1,000,000 per occurrence
3. Products and Completed Operations Liability - \$1,000,000 per occurrence
4. Business Motor Vehicle Liability - \$1,000,000 per occurrence of Combined Single Limit for bodily injury and property damage. Required when using service vehicles on AOA in support of Activity.

## **SECTION 6 AVIONICS/INSTRUMENT MAINTENANCE OPERATOR (SASO)**

### **6.01 Introduction**

An Avionics or Instrument Maintenance Operator is an Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., aircraft radios, electrical systems, or instruments) for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator. In addition to the General Requirements set forth in Section 3, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this section.

### **6.02 Leased Premises**

Operator engaging in this Activity shall own, lease or sublease adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees. A building shall include a minimum of 500 square feet of customer/administrative areas to include office space, public restrooms, and a customer lounge. A shop area must also be included with dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.

### **6.03 Licenses and Certifications**

Employees shall be properly certified by the FAA and the Federal Communications Commission and hold the appropriate ratings for the work being performed.

### **6.04 Employees**

Operator shall employ the number of Employees necessary for the Activity being performed, but never less than one (1) person.

### **6.05 Equipment**

Operator shall have necessary tools, equipment, supplies and access to parts for the performance of services being provided in accordance with the manufacturer's specifications.

### **6.06 Hours of Activities**

Operator shall be open, and services shall be available to meet reasonable demands of the public eight (8) hours per day, five (5) days per week.

### **6.07 Insurance**

Prior to the commencement of operations, the Operator shall procure and maintain general public liability insurance insuring against such claims as required to meet the requirements of the New Mexico Tort Claims Act. All policies shall name the City as an additional insured. The insurance company or companies writing the required policy or policies, shall be licensed to do business in the state.

Insurance minimums for an Avionics/Instrument Maintenance Operator shall be:

1. Commercial General Liability – \$1,000,000 per occurrence of Combined Single Limit for bodily injury and property damage
2. Hangar Keeper's Liability - \$1,000,000 per occurrence
3. Products and Completed Operations Liability - \$1,000,000 per occurrence
4. Business Motor Vehicle Liability - \$1,000,000 per occurrence of Combined Single Limit for bodily injury and property damage. Required when using service vehicles on AOA in support of Activity.

## **SECTION 7      AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)**

### **7.01      Introduction**

An Aircraft Rental Operator is an Operator engaged in the rental of aircraft to the public.

A Flight Training Operator is an Operator engaged in providing flight instruction to the public from leased or subleased premises of Operator's.

In addition to the General Requirements set forth in Section 3, each Aircraft Rental or Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this section.

### **7.02      Leased Premises**

Operator shall own or sublease hangar space or a paved tie-down area with adequate facilities to park all of its available aircraft with paved access to taxiways. Operator shall provide at least 150-square feet of properly lighted and heated floor space for a classroom, pilot briefing room, office space and restrooms.

If operator intends to construct a hangar, the Operator shall lease an area adequate to construct Improvements containing a minimum of 3,000 square feet to provide for aircraft storage, and space for office, classroom, pilot briefing room, pilot lounge, and restrooms for customer use.

### **7.03      Licenses and Certifications**

Employees performing aircraft proficiency checks and/or flight training shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certifications for the aircraft being utilized and/or flight training being provided.

Flight Training Operators shall have available a properly certified ground school instructor capable of providing on-demand ground school instruction.

### **7.04      Employees**

Operator shall have in its employ properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed) in such numbers as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one (1) person.

### **7.05      Equipment**

Operator shall own or lease a sufficient number of aircraft properly certified to handle the proposed Activity but not less than one (1) properly certified and maintained aircraft equipped for flight instruction and/or aircraft rental.

### **7.06      Hours of Activities**

Operator shall be available to provide services to meet reasonable demands of the public seven (7) days per week.

### **7.07      Insurance**

Prior to the commencement of operations, the Operator shall procure and maintain general public liability insurance insuring against such claims as required to meet the requirements of the New Mexico Tort Claims Act. All policies shall name the City as an additional insured. The insurance company or companies writing the required policy or policies, shall be licensed to do business in the state.

Insurance minimums for an Aircraft Rental or Flight Training Operator shall be:

1. Commercial General Liability – \$1,000,000 per occurrence of Combined Single Limit bodily injury and property damage
2. Aircraft Liability - \$1,000,000 per occurrence of Combined Single Limit for bodily injury and property damage Including Passengers.
3. Hangar Keeper’s Liability - \$1,000,000 per occurrence
4. Business Motor Vehicle Liability - \$1,000,000 per occurrence of Combined Single Limit. Required when using service vehicles on AOA in support of activity.

## **SECTION 8 – AIRCRAFT SALES OPERATOR (SASO)**

### **8.01 Introduction**

An Aircraft Sales Operator is an Operator engaged in the sale of new and/or used aircraft through franchises, or licensed dealerships or distributorships (either on a retail or wholesale basis) of an aircraft manufacturer and provides such repair, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by said Operator. Operator shall provide necessary and satisfactory arrangements for repair and servicing of Aircraft, for the duration of any sales guarantee or warranty period. Operator shall have available or shall make available with reasonable advance notice, a representative example of the product available for demonstration. In addition to the general requirements set forth in Section 3, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this section.

### **8.02 Leased Premises**

Operator shall own, lease or sublease hangar space or a paved tie-down area with adequate facilities to park a minimum of two (2) aircraft with paved access to taxiways. Operator shall provide at least 150 square feet of properly lighted and heated floor space for office space and restrooms.

If operator intends to construct a hangar, the Operator shall lease an area adequate to construct Improvements containing a minimum of 3,000 square feet to provide for aircraft storage, space for offices, and restrooms.

### **8.03 Licenses and Certifications**

Operator shall employ, or have available on call, a sufficient number of pilots properly certified by the FAA, current, and holding the appropriate ratings and medical certification for providing flight demonstration in all aircraft offered for sale.

### **8.04 Employees**

Operator shall have in its employ the number of Employees necessary for the Activity being performed, but never less than one (1) person.

### **8.05 Hours of Activities**

Operator shall be open, and services shall be available to meet reasonable demands of the public five (5) days per week.

### **8.06 Insurance**

Prior to the commencement of operations, the Operator shall procure and maintain general public liability insurance insuring against such claims as required to meet the requirements of the New Mexico Tort Claims Act. All policies shall name the City as an additional insured. The insurance company or companies writing the required policy or policies, shall be licensed to do business in the state.

Insurance minimums for an Aircraft Sales Operator shall be:

1. Commercial General Liability – \$1,000,000 per occurrence of Combined Single Limit bodily injury and property damage
2. Aircraft Liability - \$1,000,000 per occurrence of Combined Single Limit for bodily injury and property damage Including Passengers.
3. Products and Completed Operations Liability - \$1,000,000 per occurrence
4. Hangar Keeper’s Liability - \$1,000,000 per occurrence
5. Business Motor Vehicle Liability - \$1,000,000 per occurrence of Combined Single Limit. Required when using service vehicles on AOA in support of Activity.



## **SECTION 9 – AIRCRAFT STORAGE FACILITY OPERATOR (SASO)**

### **9.01 Introduction**

An Aircraft Storage Facility Operator owns or leases an aircraft storage facility and/or associated office or shop space and sells, or subleases, such space to entities engaging in commercial or non-commercial aeronautical activities.

### **9.02 Leased Premises**

Operator's leasehold shall contain adequate land area to accommodate all building structures and parking areas. Operator shall construct or lease a hangar or building in accordance with the following:

1. Single-unit Hangar - a single structure of not less than 2,500 square feet, completely enclosed.
2. Multiple-unit Hangar – a single structure, containing multiple adjoining hangar units, each unit not less than 2,500 square feet.
3. Nested Tee Hangars - a single structure of not less than 9,300 square feet, sub-divided and configured to accommodate individual bays for the storage of a minimum of eight (8) private aircraft.

### **9.03 Hours of Activity**

Operator shall ensure the facilities are available for use (and readily accessible) 24 hours a day, seven (7) days a week including holidays.

### **9.04 Insurance**

Prior to the commencement of operations, the Operator shall procure and maintain general public liability insurance insuring against such claims as required to meet the requirements of the New Mexico Tort Claims Act. All policies shall name the City as an additional insured. The insurance company or companies writing the required policy or policies, shall be licensed to do business in the state.

Insurance minimums for an Aircraft Storage Operator shall be:

1. Commercial General Liability – \$1,000,000 per occurrence of Combined Single Limit bodily injury and property damage
2. Hangar Keeper's Liability - Commensurate with value of aircraft being stored and specified in a Lease, or written agreement.

## **SECTION 10      AIRCRAFT CHARTER OR MANAGEMENT OPERATOR (SASO)**

### **10.01      Introduction**

An Aircraft Charter Operator is an Operator with based aircraft engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125).

An Aircraft Management Operator is an Operator with based aircraft engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or aircraft maintenance coordination to the public.

In addition to the general requirements set forth in Section 3, each Aircraft Charter or Management Operator at the Airport shall comply with the following minimum standards set forth in this section.

### **10.02      Leased Premises**

Operator shall own, lease or sublease hangar space with adequate facilities to park all of its available charter aircraft and/or all of its customer aircraft, with paved access to taxiways. Operator shall lease an area adequate for Improvements containing a minimum of 3,000 square feet to provide for aircraft storage and space for office, restrooms, and customer lounge.

### **10.03      Licenses and Certifications**

Aircraft Charter Operators shall have and provide copies to the Director of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the Director.

### **10.04      Employees**

Operator shall have in its employ properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed) in such numbers as are required to meet the standards for this Activity and to meet the reasonable demands of the public seeking such services but never less than one (1) person who is an FAA certified commercial pilot and otherwise appropriately rated to permit the flight activity offered by the company.

Operator shall have available sufficient number of qualified personnel for checking in passengers, handling of luggage, ticketing, and/or furnishing or arranging for suitable ground transportation.

### **10.05      Equipment**

Aircraft Charter Operator shall provide, either owned or under written lease to Operator, at least one (1) certified and continuously airworthy aircraft for the type of aircraft charter service being provided which shall be equipped for and fully capable of flight under instrument meteorological conditions.

### **10.06      Hours of Activities**

Operator shall be open, and services shall be available to meet reasonable demands of the public five (5) days per week.

### **10.07      Insurance**

Prior to the commencement of operations, the Operator shall procure and maintain general public liability insurance insuring against such claims as required to meet the requirements of the New Mexico Tort Claims Act. All policies shall name the City as an additional insured. The insurance company or companies writing the required policy or policies, shall be licensed to do business in the state.

Insurance minimums for an Aircraft Charter or Management Operator shall be:

1. Commercial General Liability – \$1,000,000 per occurrence of Combined Single Limit bodily injury and property damage
2. Aircraft Liability - \$2,000,000 per occurrence of Combined Single Limit for bodily injury and property damage Including Passengers.
3. Hangar Keeper’s Liability - \$1,000,000 per occurrence
4. Business Motor Vehicle Liability - \$1,000,000 per occurrence of Combined Single Limit. Required when using service vehicles on AOA in support of Activity.

## **SECTION 11      OTHER SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)**

### **11.01      Introduction**

This section pertains to SASOs engaging in the following Activities:

**Limited Aircraft Services and Support** – defined as limited aircraft, engine, or accessory services and support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, long term aircraft storage, aircraft demolition, etc.).

Long term aircraft storage and aircraft demolition operators must enter into an operating agreement with the City. Aircraft demolition operators' demolition site must be fenced to control foreign object debris and must be EPA compliant.

**Experimental Aircraft Services and Support** – defined as construction assistance to owners of experimental and/or amateur-built aircraft (as defined in 14 CFR Section 21.191).

**Miscellaneous Commercial Services and Support** – defined as ground instruction, simulator training, scheduling, and dispatching, or any other related Commercial services and support Activities.

**Commercial Skydiving** – defined as skydiving instruction, providing airlift for skydivers, and rental/sales of skydiving equipment. The Skydiving Operator must secure the availability of a drop zone. No commercial parachute jumping clubs or organizations desiring to engage in parachute jumping above or onto the Airport will be allowed without the prior written permission of the City.

Commercial Skydiving Operators shall meet or exceed the Basic Safety Requirements of the United States Parachute Association (USPA), FAR 105, and related FAA Advisor circulars. The Skydiving Operator shall be a Group Member of the USPA and shall ensure that each non-student skydiver is a member of the USPA. The Skydiving Operator shall prepare a hold-harmless agreement that names the City and ensure that each participant signs the hold-harmless agreement before becoming airborne whether the participant leaves the aircraft or not.

**Other Air Transportation Services for Hire** – defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25-statute mile radius of the Airport); flights for aerial photography or survey, firefighting, aerial application including crop dusting, spraying, or seeding, and power line, underground cable, or pipeline patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

Crop-dusting or other aerial chemical application operators shall make suitable arrangements and have such space available within their leased premises for the safe loading, unloading, washing, storage and containment of chemical materials in accordance with all federal, state, and local statutes, rules, and regulations.

Many types of Aeronautical Services may exist which are too varied to reasonably permit the establishment of specific minimum standards for each. When specific Aeronautical Services are proposed which do not fall within the categories in this document, Minimum Standards will be developed on a case-by-case basis, taking into consideration the desires of the proponent, the needs of the Airport, and the public demand for such service.

In addition to the general requirements set forth in Section 3, Operator shall comply with the following minimum standards set forth in this section.

**11.02 Leased Premises**

Operator shall have adequate land and improvements, as appropriate and as agreed to by the City, to accommodate all activities of operator and all approved sublessees.

**11.03 Employees**

Operator shall provide a sufficient number of employees to carry out activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the activities.

**11.04 Equipment**

Operator shall provide, either owned or under written lease to Operator, sufficient vehicles, equipment, and, if appropriate, one (1) certified and continuously airworthy aircraft. Operator shall have sufficient materials and/or supplies available to support the Activities.

**11.05 Hours of Activity**

Operator shall be open, and services shall be available to meet reasonable demands of the public for the Activities.

**11.06 Insurance**

Prior to the commencement of operations, the Operator shall procure and maintain general public liability insurance insuring against such claims as required to meet the requirements of the New Mexico Tort Claims Act. All policies shall name the City as an additional insured. The insurance company or companies writing the required policy or policies, shall be licensed to do business in the state.

The precise insurance coverage types and limits for Other Specialized Aeronautical Service Operators shall be prescribed in a lease, or other written agreement. In the event of a conflict between the Lease, or written agreement and the Minimum Standards, the terms of the Lease, or written agreement shall apply.

In the absence of specific insurance standards in the Lease, or written agreement, the following provisions apply:

1. Commercial General Liability – \$1,000,000 per occurrence of Combined Single Limit bodily injury and property damage
2. Aircraft Liability - \$2,000,000 per occurrence of Combined Single Limit for bodily injury and property damage Including Passengers.
3. Hangar Keeper’s Liability - \$1,000,000 per occurrence
4. Business Motor Vehicle Liability - \$1,000,000 per occurrence of Combined Single Limit. Required when using service vehicles on AOA in support of Activity.

## **SECTION 12      NON-COMMERCIAL FLYING CLUBS**

### **12.01      Introduction**

A Non-Commercial Flying Club is a non-profit organization organized for the express purpose of providing its members with an aircraft(s) for their non-commercial personal use and enjoyment only.

### **12.02      Minimum Standards**

A non-commercial flying club desiring to base aircraft and operate at the Airport must comply with the applicable provisions of this section and all other applicable regulatory requirements including Airport Rules and Regulations.

A non-commercial flying club shall not be required to meet the minimum standards for an Aircraft Rental or Flight Training Operator so long as they meet the following provisions:

1. Each club must be registered as a non-profit corporation or partnership.
2. Each member must be a bona fide co-owner of the aircraft or stockholder in the Corporation.
3. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual operation, maintenance, and replacement of its aircraft.
4. The club will file and keep current with the Airport, a complete list of the club's membership and investment share held by each member.
5. The club's aircraft will not be used by other than bona fide members for rental and will not be used by anyone for commercial operations.
6. Student instruction can be given in club aircraft to club members only provided such instruction is given by a club member who is a "qualified" Certified Flight Instructor that is properly insured to conduct flight instruction.
7. Aircraft maintenance performed by the club shall be limited to only that maintenance that does not require a certified mechanic.