



City of Santa Fe, New Mexico

memo

DATE: April 16, 2014

TO: Public Works Committee

FROM: Francey Jesson, Airport Manager 

VIA: Jon Bulthuis, Transportation Director 

ITEM & ISSUE:

- Request for approval of combined application and final agreement of a State grant in the amount of \$31,902.00 for the purpose of matching federal funds to fund the following projects at the Santa Fe Municipal Airport:
 - Update Airport Master Plan,
 - Air Service Study,
 - Update Airport Minimum Standards; Develop Rules & Regulations; Perform Rates & Fees Study;
 - Runway 33 Runway Safety Area Improvements.

BACKGROUND & SUMMARY:

The Santa Fe Municipal Airport is eligible this year for federal and state funding to conduct the following projects:

Item No.	Project	State Funds	City Funds	Federal Funds	Total Project Cost
1	Airport Master Plan Update	\$15,770	\$15,770	\$473,110	\$504,650
2	Air Service Study	\$832	\$832	\$24,962	\$26,626
3	Standards, Rates & Charges Study	\$2,800	\$2,800	\$83,989	\$89,589
4	Runway 33 Runway Safety Area Improvements	\$12,500	\$12,500	\$375,000	\$400,000
	TOTALS	\$31,902	\$31,902	\$957,061	\$1,020,865

A grant in the amount of \$31,902.00 to provide 50% of the City's local match is available now. The City match of \$31,902 is budgeted in the CIP BU/LI 32214.700100.0112900 - CIP Airport Matching/Transfer Out/CIP Bond Subsidiary. Federal funds are expected to be made available soon, although the FAA has not released them yet.

The Airport Master Plan Update will update the current 2002 plan. See Resolution No. 2013-63, attached.

The Air Service Study will provide a comprehensive analysis of air service demand and potential for additional capacity and access at the airport. It will include frequency and fare comparisons with alternative service available at Albuquerque International Sunport and provide recommendations regarding air service development strategies.

The Standards, Rates & Charges Study will accomplish three much needed goals.

1. It will update the airport's current Minimum Standards, (see Ordinance No. 41-1986) which have not been updated since 1986 and therefore are obsolete. Minimum standards ensure economic non-discrimination for aeronautical users and establish a fair playing field to promote orderly, planned economic growth.
2. It will develop and establish Airport Rules & Regulations. Currently, the airport has no rules and regulations. Airport rules and regulations govern safe and orderly activity on the airport from speed limits to hazardous materials handling to abandoned aircraft/vehicles.
3. It will conduct a market study of rents, rates and charges currently in place (see Resolution No. 2001-78) and establish a rates and charges program for setting and adjusting fees with the goal of making the airport as self-sustaining as possible.

The Runway 33 Safety Area Improvements are mandated by FAA to bring the airport into compliance with new safety area standards.

ACTION REQUESTED:

- Request for approval of combined application and final agreement of a State grant in the amount of \$31,902.00 for the purpose of matching federal funds to fund the following projects at the Santa Fe Municipal Airport:
 - Update Airport Master Plan,
 - Air Service Study,
 - Update Airport Minimum Standards; Develop Rules & Regulations; Perform Rates & Fees Study;
 - Runway 33 Runway Safety Area Improvements.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2013-63

INTRODUCED BY:

Councilor Wurzburger

A RESOLUTION

DIRECTING AIRPORT STAFF TO PERFORM AN UPDATE OF THE 2002 AIRPORT MASTER PLAN FOR THE PURPOSE OF PROVIDING FOR LONG RANGE ECONOMIC SUSTAINABILITY AND ONGOING SAFE AND EFFICIENT OPERATIONS AT THE SANTA FE MUNICIPAL AIRPORT.

WHEREAS, the Santa Fe Municipal Airport is owned and operated by the City of Santa Fe;
and

WHEREAS, the City of Santa Fe has an Airport Master Plan, which has become outdated since its adoption; and

WHEREAS, the Airport Master Plan was adopted in July 2002 by Resolution No. 2002-40 which is entitled "A Resolution Repealing Resolution No1986-46 that Adopted the Airport Master Plan and Adopting a New Airport Master Plan"; and

WHEREAS, the City of Santa Fe has a significant investment in a valuable asset known as the Santa Fe Municipal Airport; and

WHEREAS, the Santa Fe Municipal Airport brings significant economic benefits to the City

1 and County of Santa Fe; and

2 **WHEREAS**, the City of Santa Fe has agreed to Federal Airport Improvement Program grant
3 assurances to suitably operate and maintain the airport and all facilities thereon in a safe and
4 serviceable condition; and

5 **WHEREAS**, funding has been provided through the Federal Airport Improvement Program
6 grant program for precisely the purpose of maintaining an up to date Airport Master Plan; and

7 **WHEREAS**, this funding will be available for expenditure at the start of federal fiscal year
8 2014, which begins October 1, 2013; and

9 **WHEREAS**, an updated Airport Master Plan will provide direction for safety, maintenance,
10 and demand-based improvements for the Santa Fe Municipal Airport; and

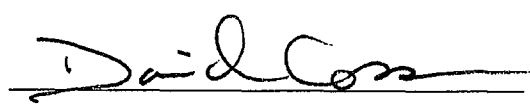
11 **WHEREAS**, through a competitive bidding process, the City of Santa Fe has contracted with
12 Molzen-Corbin Associates to perform various engineering and planning consultant services at Santa
13 Fe Municipal Airport as directed and authorized by the issuance of Task Orders; and

14 **WHEREAS**, Molzen-Corbin has the capacity and expertise to perform the update of the
15 Airport Master Plan.

16 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
17 **CITY OF SANTA FE** that in the interest of the long range safety, efficiency and economic
18 sustainability of the Santa Fe Municipal Airport, staff is directed to issue a Task Order to Molzen-
19 Corbin Associates to conduct an update to the 2002 Santa Fe Municipal Airport Master Plan, in
20 accordance with all requirements and guidance of the Federal Aviation Administration as may pertain
21 to Airport Master Plans for federally obligated airports, and to bring said task order through the City
22 Council approval process

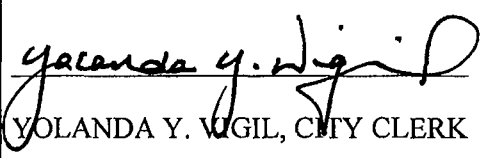
23 PASSED, APPROVED, and ADOPTED this 26th day of June, 2013.
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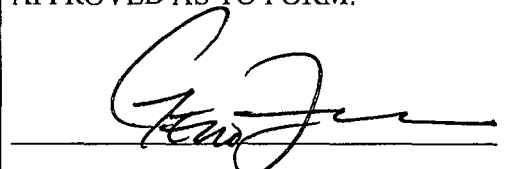


DAVID COSS, MAYOR

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


GENO ZAMORA, CITY ATTORNEY

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City of Santa Fe, New Mexico

ORDINANCE NO. 4/ 1986

AN ORDINANCE

ADOPTING MINIMUM STANDARDS AND REQUIREMENTS ON THE CONDUCT OF COMMERCIAL
AERONAUTICAL SERVICES AT THE SANTA FE MUNICIPAL AIRPORT AND REPEALING
RESOLUTION NO. 1986-5.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. SHORT TITLE.--Sections 1 thru 3 shall be known as the
"Santa Fe Municipal Airport Minimum Standards Ordinance".

Section 2. PURPOSE.--The Santa Fe Municipal Airport Minimum
Standards Ordinance is to adopt by reference: The Santa Fe Municipal
Airport "Minimum Standards and Requirements on the Conduct of
Commercial Aeronautical Services" amended on September 10, 1986 and
incorporated herein as fully as if set out herein.

Section 3. MINIMUM STANDARDS AND REQUIREMENTS FOR COMMERCIAL
AERONAUTICAL OPERATIONS.--

A. The proposed minimum standards and requirements shall
apply to a person or persons, firm or corporation based upon and
engaging in one or more commercial aeronautical operations at the Santa
Fe airport.


B. A copy of the minimum standards shall be kept on file in
the office of the airport manager and city clerk's office and shall be

1 at all reasonable times available and subject to inspection.

2 Section 4. REPEAL.-- Resolution No. 1986-5 is repealed.

3 PASSED, APPROVED AND ADOPTED THIS 10TH DAY OF SEPTEMBER 1986.

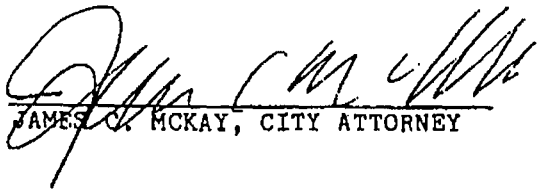
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5 CITY OF SANTA FE

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W. SAMUEL PICK, MAYOR

8 ATTEST:

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10 FRANCES C. ROMERO, CITY CLERK

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13 APPROVED AS TO FORM:

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15 JAMES O. MCKAY, CITY ATTORNEY
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APPENDIX 1

APPENDIX A

MINIMUM STANDARDS AND REQUIREMENTS ON THE
CONDUCT OF COMMERCIAL AERONAUTICAL SERVICES

MINIMUM STANDARDS AND REQUIREMENTS
ON THE CONDUCT OF
COMMERCIAL AERONAUTICAL SERVICES AND ACTIVITIES
AT

The Santa Fe Municipal Airport

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INTRODUCTORY

The City Council and the Airport Advisory Board of the City of Santa Fe (hereinafter referred to as the "City"), being in a position of responsibility for the administration of the Santa Fe Municipal Airport and, in order to foster, encourage, and insure the economic health and orderly development of General Aviation and its related aeronautical activities at said airport by insuring adequate commercial aeronautical services and facilities to the users of the Airport, has established certain policies, standards and requirements for Commercial Aeronautical Operators (hereinafter referred to as the "Operator") at the City's Airport; as herein provided.

The following schedules set forth the minimum standards and requirements for a person or persons, firm, or corporation based upon and engaging in one or more commercial aeronautical operations at the Santa Fe Airport. These minimum standards and requirements are not intended to be all-inclusive at the operator of a commercial venture who is based on the Airport will be subject additionally to applicable federal, state, and local laws, codes, ordinances, and other similar regulatory measures, including airport rules and regulations pertaining to all such activities.

A written agreement, properly executed by the City and the Operator, is a prerequisite to tenancy on the Airport and the commencement of any operations thereon. The contract provisions, however, will be compatible with the minimum standards herein contained and will not change or modify the standards and requirements themselves. These minimum standards and requirements may be included as part of all leases between the City and any person or persons, firm, or corporation desiring to be based on the Airport and who engage in any commercial aeronautical services and activities. Information relative to rentals, fees, and charges applicable to the aeronautical services included herein will be made available to the prospective commercial operator by the City Manager or his delegated representative at the time of application or during the contract negotiations.

SECTION I
GENERAL INFORMATION
ON
MINIMUM STANDARDS AND REQUIREMENTS
ON THE CONDUCT OF
COMMERCIAL AERONAUTICAL SERVICES AND ACTIVITIES
AT
SANTA FE MUNICIPAL AIRPORT

A. General Statement of Policy

A fair and reasonable opportunity, without discrimination, shall be accorded to all operators to qualify, or otherwise compete, for available airport facilities and the furnishing of selected aeronautical services subject, however, to the minimum standards and requirements as established by the City and set forth in Section II, entitled "Schedule of Minimum Standards and Requirements for Commercial Aeronautical Services and Activities" at the Santa Fe Municipal Airport.

In all cases where the words "standards" or "requirements" appear in the above-mentioned "schedule", it shall be understood that they are modified by the word "Minimum". All operators will be encouraged to exceed the "minimums": none will be allowed to operate under conditions below the "minimums".

Contingent upon his qualifications, his meeting the established minimum standards, the execution of a written agreement with the City, and the payment of the prescribed rentals, fees, and charges, the operator shall have the right and privilege of engaging in and conducting the activity or activities selected by him on the City's Airport as specified by the written contract. The granting of such right and privilege, however, shall not be construed in any manner as affording the operator any exclusive right of use of the premises and facilities of the airport, other than those premises which may be leased exclusively to him, and then only to the extent provided in a written agreement. The City reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state, and local laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use. The City reserves the further right to designate the specific Airport areas in which the individual, or a combination of, aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands available for such purpose, consistent with the orderly and safe operation of the Airport involved.

B. Definition of a Commercial Aviation Operator

A commercial aviation operator is defined as a person or persons, firm, or corporation engaging in an activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safety of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished. Authorized activities shall include but not limited to any one, or a combination, of the following aeronautical services performed in full compliance with the specific activity standards hereinafter set forth.

- Aircraft Sales (New and/or Used)
- Airframe and Power Plant Repair Facilities
- Aircraft Rental
- Flight Training
- Line Services (Aircraft Fuels and Oil Dispensing)
- Specialized Aircraft Repair Services (Radios, Propellers, Instruments and Accessories)
- Aircraft Charter and Air Taxi
- Specialized Commercial Flying Services
- Multiple Services
- Commercial Aviation Operators Subleasing from another Commercial Operator on the Airport.
- Profit Flying Clubs

*Non-Profit flying clubs and similar non-profit corporations even though they may provide flight instruction, rental aircraft, and other services for their members only, are not considered a commercial aviation operator for purpose of these standards.

The City will require formal substantiation of the Non-Profit stature as defined by applicable rules of the Internal Revenue Service, the New Mexico Corporation Commission and such other Local, State and Federal agencies as is appropriate.

*Flying clubs desiring to base their aircraft on the airport and be exempt from the minimum standards, must comply with the following:

Each club must be a non-profit corporation or partnership. Each member must be a bonafide owner of the aircraft or a stockholder in the corporation. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance, and replacement of its aircraft. The club will file and keep current with the airport owner a complete list of the club's membership and investment share held by each member.

The club's aircraft will not be used by other than bonafide members for rental and by no one for commercial operations. Student instruction can be given in club aircraft to club members.

In the event that the club fails to comply with these conditions the airport owner will notify the club in writing of such violations. If the club fails to correct the violations in 15 days, the airport owner may take any action deemed advisable by the owner.

Any other activities not specifically provided for in the minimum standards, will normally be subject to negotiation with the City Manager or his designee.

C. Prequalification Requirements

The prospective operator shall submit, in written form, to the City Manager, or his designated representative, at the time of his application, the following information and, thereafter, such additional information as may be requested by the City.

1. Intended Scope of Activities

As a condition precedent to the granting of an operating privilege on the Airport, the prospective operator must submit a detailed description of the scope of the intended operation and location, and the means and methods to be employed to accomplish the contemplated operating standards and requirements, in order to provide high-quality service to the aviation and general public in the Santa Fe air service area, including the following:

- a. The services to be offered.
- b. The amount of land to be leased.
- c. The building space to be constructed or leased.
- d. The number and type of aircraft to be provided.
- e. The number of persons to be employed.
- f. The number and types of insurance coverage to be maintained.
- g. Evidence of financial capability to perform and provide the proposed services and facilities.
- h. The intended location and layout plan of the proposed and future development.

2. Financial Responsibility

The prospective operator must provide a statement, satisfactory to the City, in evidence of his financial responsibility, from a bank or trust company doing business in the area or from such other source that may be acceptable to the City and readily verified through normal banking channels. The prospective operator must also demonstrate financial capability to initiate operations and for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operation, or opera-

tions, and shall also indicate his ability to provide working capital to carry on the contemplated operations, once initiated.

3. Experience

The prospective Operator shall furnish the City with a statement of his past experience in the specified aviation services selected by him and to be supplied by him on the City's Airport.

D. General Requirements

1. Requirement of a Written Agreement

Prior to the commencement of operations, the prospective Operator will be required to enter into a written agreement with the City, which agreement will recite the terms and conditions under which he will operate his business on the Airport, including, but not limited to, the term of agreement; the rentals, fees, and charges; the rights, privileges and obligations of the respective parties; and other relevant covenants. It should be understood, therefore, that neither the conditions herein contained nor those set forth in the Schedule of Minimum Standards and Requirements represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will not change or modify the minimum standards and requirements, or be inconsistent therewith.

2. Site Development Standards

a. Physical Facilities

(1) The Operator shall provide necessary and satisfactory space, building, attached buildings, parking lot, and other facilities to furnish the specified aviation services selected by him and to be supplied by him on the City's Airport.

(2) A set of plans and specifications shall be provided to the City whenever any facilities are to be constructed or modified in the leased area. Approval of plans and specifications with a building permit must be issued prior to any construction.

b. Personnel

The Operator shall have in his employ, and on duty during operating hours, trained personnel in such numbers as are required to meet the requirements set forth in an efficient

manner for each aeronautical service being performed.

All personnel hereinafter required to hold Federal Aviation Administration certificates and ratings shall maintain such certificates and ratings and be current.

3. Insurance

The Operator shall procure and maintain, during the term of his agreement, insurance of the types and in the minimum limits set forth in the schedule of minimum standards for the respective categories of aeronautical services. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of New Mexico.

When more than one aeronautical service is proposed, the minimum limits will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) activities are chosen, it would not be necessary for the operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation; however, if one of the selected activities required passenger liability coverage or hangar keeper's liability not required in either of the other two (2) categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit for property damage on a combination of activities would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of his application or otherwise during lease negotiations.

All insurance, which the Operator is required by the City to carry and keep in force shall include the City of Santa Fe, the City Council and the Airport Advisory Board, the City Manager of the City of Santa Fe and the officers, agents, and employees of the City of Santa Fe as additional-named insured. The Operator shall furnish evidence of his compliance with this requirement to the City Manager or his designated representative and will furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change, if the change results in a reduction in coverages, and not more than five (5) days after such change if the change results in an increase in coverages.

The applicable insurance coverages shall be in force during the period of construction of the Operator's facilities and/or prior to his entry upon the airport for the conduct of his business.

The Operator shall also furnish evidence of his compliance with the New Mexico Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).

4. General Lease Clauses

These lease clauses shall be contained as a minimum in all leases between the City and Operator engaged in any aeronautical service on the Airport.

(a) Non-Discrimination-Premises to be operated for use and benefit of Public.

The Operator agrees to operate the premises leased for the use and benefit of the public:

1. To furnish good, prompt, and efficient service, adequate to meet all demands for its service at the Airport.
2. To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof.
3. To charge non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

The Operator, his agents, and employees will not discriminate against any person or class of persons by reason of race, color, creed, or national origin in providing any services or in the use of its facilities provided for the public in any manner prohibited by Part 21 Assurances of the Regulations of the Office of the Secretary of Transportation. The Operator further agrees to comply with such enforcement procedures as the United States might demand that the City take in order to comply with the Sponsor's Assurances.

(b) Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall operate to prevent any person or persons, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

(c) Non-Exclusive Rights

Nothing herein contained shall be construed to grant or otherwise authorize the granting of an exclusive right.

(d) Airport Development

The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the views of the Operator, and without interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities, the City agrees to provide a comparable location, and agrees to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator.

(e) City's Rights

The City reserves the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard.

(f) War or National Emergency

During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the leases to the Government, shall be suspended or modified in whatever manner is appropriate to the situation.

(g) Airport Obstructions

The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(h) Subordination

This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

(i) Compliance with Laws, etc

The Operator shall at all times comply with the Airport Rules and Regulations, federal, state and municipal laws, ordinances, codes, and other regulatory measures now in existence or, as may be hereafter modified or amended, applicable to the specific type of operation contemplated by him. The Operator shall procure and maintain during the term of the agreement all licenses, permits, and other similar authorizations required for the conduct of his business operations.

(j) Indemnity

The Operator shall hold the City of Santa Fe the City Council, the Airport Advisory Board, the City Manager, and the officers, agents and employees of the City of Santa Fe harmless from and against all suits, claims, demands, actions, and/or causes of action of any kind or nature in any way arising out of, or resulting from, his tenancy and activities, and shall pay all expenses in defending any claims against the City by reason of his tenancy and activities.

(k) Misrepresentation

All terms and conditions with respect to this lease are expressly contained herein, and the Operator agrees that no representative or agent of the City has made any representation or promise with respect to this lease not expressly contained herein.

5. Miscellaneous

The prospective Operator may select one, or a combination of the aeronautical services covered by the City's minimum standards and requirements. Where more than one activity is proposed, the minimum requirements will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Because of these variables, the applicable minimum standards on combinations of services will be discussed with the prospective Operator at the time of his application or, otherwise, during lease negotiations.

The pertinent minimum standards and requirements for any Commercial Aviation Operator will be predicated upon the nature of his initial business venture. If at a later date the business is expanded to encompass new and additional types of services, then (in such event) the negotiated minimum standards established for these additional services shall immediately apply.

SECTION II
SCHEDULE
OF
MINIMUM STANDARDS AND REQUIREMENTS
FOR
COMMERCIAL AERONAUTICAL SERVICES AND ACTIVITIES
AT
SANTA FE MUNICIPAL AIRPORT

A. Aircraft Sales (New and/or Used)

1. Statement of Concept

An aircraft sales operator is a person or person, firm, or corporation engaged in the sale of new and/or used aircraft through franchises, or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by him.

2. Minimum Standards

- (a) The Operator shall lease from the City, adequate space to provide necessary and satisfactory building, attached buildings, parking lot and other facilities to furnish the specified aviation services selected by him and to be provided by him on the City's Airport.

The lease space will be located in an area consistent with the Airport Master Plan and subject to approval of the City Manager or his authorized representative.

- (b) The Operator shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop operator. The Operator shall meet requirements set forth by the franchisor for parts inventory and shall have the minimum number of aircraft as set forth by franchisor.

- (c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

(1) Aircraft Liability:

<u>Bodily Injury (Each Accident)</u>		
each person	300,000	1 million
for more than 1 person		
<u>Passenger Liability</u>		
each passenger, each accident	100,000	
<u>Property Damage</u>		
each accident	200,000	

(2) Comprehensive Public Liability and Comprehensive Property Damage:

<u>Bodily Injury (Each Accident)</u>		
each person	100,000	
for more than one person		300,000
<u>Property Damage</u>		
each accident	200,000	

(3) Hangar Keepers Liability
(if applicable)

each accident 300,000

- (d) The Operator shall have his services available five (5) days a week.

- (e) The Operator shall have in his employ (and on duty) trained personnel in such numbers as are required to perform in an efficient manner, but never less than one (1) person possessing the minimum requirements of the FAA to perform the duties required in this activity.

B. Repair Station Facilities (Airframe, Power Plant)

1. Statement of Concept

An aircraft engine and airframe maintenance and repair operator is a person or persons, firm or corporation providing one (or a combination of) airframe and power plant overhaul and repair services, with at least one (1) person currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

2. Minimum Standards

- (a) The Operator shall lease from the City, adequate space to provide necessary and satisfactory buildings, attached buildings, parking lot and other facilities to furnish the specified aviation services selected by him and to be provided by him on the City's Airport.

The lease space will be located in an area consistent with the Airport Master Plan and subject to approval of the City Manager or his authorized representative.

- (b) The Operator shall provide sufficient equipment, supplies and availability of parts to perform maintenance in accordance with manufacturers' recommendations or equivalent for the types of aircraft upon which he performs maintenance.
- (c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

(1) Aircraft Liability:

<u>Bodily Injury (Each Accident)</u>		
each person	300,000	
for more than one person		1 million

<u>Property Damage</u>		
each accident	200,000	

(2) Comprehensive Public Liability and Comprehensive Property Damage:

<u>Bodily Injury (Each Accident)</u>		
each person	100,000	
for more than one person		300,000

<u>Property Damage</u>		
each accident	200,000	

(3) Hangar Keepers Liability

each accident	300,000
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- (d) The Operator shall have his services available five (5) days a week.
- (e) The Operator shall have in his employ (and on duty) trained personnel in such numbers as are required to perform in an efficient manner, but never less than one (1) person currently certified by the Federal Aviation Administration with rating appropriate to the work being performed and with access to an AI.

C. Aircraft Rental

1. Statement of Concept

An aircraft rental operator is a person or persons, firm, or corporation engaged in the rental of aircraft to the public.

2. Minimum Standards

- (a) The Operator shall lease from the City, adequate space to provide necessary and satisfactory building, attached buildings, parking lot and other facilities to furnish the specified aviation services selected by him and to be provided by him on the City's Airport.

The lease space will be located in an area consistent with the Airport Master Plan and subject to approval of the City Manager or his authorized representative.

- (b) The Operator shall have available for rental, either owned or under written lease to Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of his operation.

- (c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified.

(1) Aircraft Liability

<u>Bodily Injury (Each Accident)</u>	
each person	300,000
for more than one person	1 million

<u>Passenger Liability</u>	
each passenger, each accident	100,000

<u>Property Damage</u>	
each accident	200,000

- (2) Comprehensive Public Liability and Comprehensive Property Damage:

<u>Bodily Injury (Each Accident)</u>	
each person	100,000
for more than one person	300,000

<u>Property Damage</u>	
each accident	200,000

- (d) The Operator shall have his services available seven (7) days a week.

- (e) The Operator shall have in his employ (and available) trained personnel in such numbers as are required to perform in an efficient manner.

D. Flight Training

1. Statement of Concept

A flight training operator is a person or persons, firm, or corporation engaged in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

2. Minimum Standards

- (a) The Operator shall lease from the City, adequate space to provide necessary and satisfactory building, attached buildings, parking lot and other facilities to furnish the specified aviation services selected by him and to be provided by him on the City's Airport.

The lease space will be located in an area consistent with the Airport Master Plan and subject to approval of the City Manager or his authorized representative.

- (b) The Operator shall have available for use in flight training, either owned or under written lease to Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of his student operation.

- (c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

(1) Aircraft Liability:

<u>Bodily Injury (Each Accident</u>		
each person	300,000	
for more than one person		1 million
<u>Property Damage</u>		
each accident	200,000	

- (2) Comprehensive Public Liability and Comprehensive Property Damage:

<u>Bodily Injury (Each Accident)</u>		
each person	100,000	300,000
for more than one person		

<u>Property Damage</u>	
each accident	200,000
(3) <u>Hangar Keepers Liability:</u>	
each accident	300,000

- (d) The Operator shall have his services available seven (7) days a week.
- (e) The Operator shall have available at least one (1) flight instructor who has been currently certificated by the Federal Aviation Administration to provide the type of flight training offered which shall include at least private, commercial, and instrument ratings.

E. Line Services (Aircraft Fuels and Oil Dispensing)

1. Statement of Concept

Line services shall include the sale and into-plane delivery of recognized brands of aviation fuels, lubricants, and other related petroleum products. The Operator shall provide servicing of aircraft, including ramp assistance and the parking, storage, and tiedown of aircraft.

2. Minimum Standards

The Operator shall lease from the City, adequate space to provide necessary and satisfactory building, attached buildings, parking lot and other facilities to furnish the specified aviation services selected by him and to be provided by him on the City's Airport.

The lease space will be located in an area consistent with the Airport Master Plan and subject to approval of the City Manager or his authorized representative.

3. Fuel Storage

Facilities and equipment adequate for dispensing aviation fuel must be provided by the Operator in a fuel storage area to be designated by the City Manager, or his authorized representative. The charges for the use of Airport property for storage facilities will be negotiated prior to contract establishment. Above-ground storage will be permitted in a City designated fuel farm. Underground storage will be permitted in the designated fuel farm and shall be in full compliance with City and the New Mexico Environmental Improvement Division requirements.

4. Refueling Equipment

If a mobile dispenser is provided, it shall have metered fuel dispensers for the number of grades of fuel sold by the operator, separate dispensing pumps and meters for each grade of fuel. The mobile dispenser shall meet all applicable safety requirements and shall have a reliable metering device subject to independent inspection.

5. Product Quality Control and Safety

- (a) Must identify delivery of fuel as to proper grade.
 - (1) Be sure all compartments and valves are sealed. Record seal numbers.
 - (2) Color and military specifications.
 - (3) Check truck tank sump for contamination, by use of industry accepted methods.
- (b) Check storage tanks for water and contamination. Neither will exceed industry accepted standards.
- (c) All turbine fuels must be filtered before entering storage tanks.
- (d) Daily checks for water and contamination must be made, by use of industry accepted methods.
- (e) Fuel may only be removed through an industry approved filtration system.
- (f) Filters must be of multiple cartridge type provided with visual filter container contamination equipment. The filters must also be equipped with differential pressure measuring equipment.
- (g) All equipment, mobile and otherwise, must be color-coded, placarded, and identifiable in accordance with industry accepted standards.
- (h) For turbine fuels, under-tank loading will be required.
- (i) At the beginning of each day, unless the trucks are refilled during the working day from underground storage, a visual sump check of both the tank and filter will be made to determine contamination.
- (j) For turbine fuel, in addition, a mechanical or chemical check will also be made.

- (k) In addition to the above preventative measures, the vendor will also be required to make weekly, monthly, semi-annual and annual filtration equipment inspections to determine that they meet industry accepted standards, and vendor will replace same as required.
- (l) At all places in the foregoing, where inspections are required, the vendor will be responsible for keeping duplicate written records in an acceptable form, at the end of each month will, upon request, provide the City Manager or his designated representative with the duplicate copy.
- (m) The vendor will be required to provide safety facilities to meet the requirements established by the owner.

6. Minor Repair Services

The Operator shall provide such minor repair service not requiring a certificated mechanical rating, and cabin services, to general aviation aircraft as can be performed efficiently on the ramp or other apron parking area, but only within the premises leased to the Operator or upon such other areas as the City Manager or his designated representative may authorize.

7. Equipment Needed

The Operator shall procure and maintain tools, jacks, towing equipment, tire repairing equipment, energizers and starters, air compressor, and fire extinguishers, as appropriate and necessary for the servicing of general aviation aircraft using the airport. All equipment shall be maintained and operated in accordance with local, state, and federal industrial codes.

8. Insurance Requirements

The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

- (a) Comprehensive Public Liability and
Comprehensive Property Damage:

Bodily Injury (Each Accident)

each person	300,000	
for more than one person		1 million

Property Damage

each accident	200,000
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- (b) Hangar Keepers Liability*

each accident	300,000
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(c) Motor Vehicle Liability:		
<u>Bodily Injury (Each Accident)</u>		
each person	100,000	
for more than one person		300,000
<u>Property Damage</u>		
each accident	200,000	

*Where applicable

The Operator shall have services available 5 1/2 days per week, but subject to call twenty-four hours per day, seven days a week.

9. Employee Requirements

The Operator shall have in his employ, and on duty during operating hours, trained personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner.

F. Specialized Aircraft Repair Services (Radios, Propellers, Instruments and Accessories)

1. Statement of Concept

A specialized aircraft repair services operator is a person or persons, firm, or corporation engaged in a business capable of providing a shop, or a combination of Federal Aviation Administration certificated shops for the repair of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This category shall include the sale of new and/or used aircraft radios, propellers, instruments, and accessories, but such is not an exclusive right.

2. Minimum Standards

- (a) The Operator shall lease from the City, adequate space to provide necessary and satisfactory building, attached buildings, parking lot and other facilities to furnish the specified aviation services selected by him and to be provided by him on the City's Airport.

The lease space will be located in an area consistent with the Airport Master Plan and subject to approval of the City Manager or his representative.

- (b) The Operator shall obtain and maintain, as a minimum, the repair station certificates as required by the Federal Aviation Administration, which are applicable to the operation of operations contemplated. The Operator may furnish one, or if desired, any combination of the services mentioned above.

- (c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

- (1) Comprehensive Public Liability and
Comprehensive Property Damage:

<u>Bodily Injury (Each Accident)</u>		
each person	300,000	
for more than one person		1 million

<u>Property Damage</u>	
each accident	200,000

- (2) Hangar Keepers Liability
each accident 300,000

- (d) The Operator shall have his services available five (5) days each week.
- (e) The Operator shall have in his employ (and available) trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, at least one who is currently certificated as Federal Aviation Administration-rated radio, instrument or propeller repairman.

G. Aircraft Charter and Air Taxi

1. Statement of Concept

An aircraft charter (Commercial Operator) or an air taxi operator is a person or persons, firm, or corporation engaged in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis (Commercial Operation) or as an air taxi operator, as defined in the Federal Aviation Act of 1958, or as said Act may be supplemented or amended from time to time.

2. Minimum Standards

- (a) The Operator shall lease from the City, adequate space to provide necessary and satisfactory building, attached buildings, parking lot and other facilities to furnish the specified aviation services selected by him and to be provided by him on the City's Airport.

The lease space will be located in an area consistent with the Airport Master Plan and subject to approval of the City Manager or his authorized representative.

- (b) The Operator shall provide aircraft necessary to meet FAR Part 135, Section 135.31, which is quoted below.

- (1) Each certificate holder must have the exclusive use of at least one aircraft that meets the requirements for at least one kind of operation authorized in his operations specification. In addition, for each kind of operation for which he does not have the exclusive use of an aircraft, he must have available for use under a written agreement (including arrangements for performing required maintenance) at least one aircraft that meets the requirements for that kind of operation. However, this paragraph does not prohibit the operator from using the aircraft for other than air taxi or commercial operations, or require him to have exclusive use of each aircraft that he uses.
- (2) For the purposes of paragraph (1) of this selection, a person has exclusive use of an aircraft if he has the sole possession, control, and use of it for flight, as owner, or has a written agreement (including arrangements for the performance of required maintenance) giving him that possession, control, and use for at least six (6) consecutive months.
- (c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:
- (1) Aircraft Liability:
- | | | |
|--------------------------------------|---------|-----------|
| <u>Bodily Injury (Each Accident)</u> | | |
| each person | 300,000 | |
| for more than one person | | 1 million |
| <u>Passenger Liability</u> | | |
| each passenger, each accident | | 100,000 |
| <u>Property Damage</u> | | |
| each accident | 200,000 | |
- (2) Comprehensive Public Liability and Comprehensive Property Damage:
- | | | |
|--------------------------------------|---------|---------|
| <u>Bodily Injury (Each Accident)</u> | | |
| each person | 100,000 | |
| for more than one person | | 300,000 |
| <u>Property Damage</u> | | |
| each accident | 200,000 | |
- (3) Hangar Keepers Liability
- | | |
|---------------|---------|
| each accident | 300,000 |
|---------------|---------|
- (d) The Operator shall have his services available seven (7) day per week.

- (e) The Operator shall have in his employ and on duty during operating hours, trained personnel in such number as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one (1) Federal Aviation Administration currently certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by Operator. The Operator shall have available sufficient qualified operating crews and satisfactory number of personnel for checking in passengers, handling of luggage and ticketing. The prospective Operator shall provide reasonable assurance of a continued availability of qualified operating crews and approved aircraft within a reasonable or specified maximum notice period.

3. Air Taxi Companies Not Based on Santa Fe Airport

Air Taxi Companies, not based on Santa Fe Airport, but who are providing scheduled service to and from the Airport, are exempted from these minimum standards and requirements.

H. Specialized Commercial Flying Services

1. Statement of Concept

A specialized commercial flying services operator is a person or persons, firm, or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

- (a) Non-stop sightseeing flights that begin and end at the same airport within a 25-mile radius of the airport.
- (b) Crop-dusting, seeding, spraying, and bird chasing.
- (c) Banner towing and aerial advertising.
- (d) Fire fighting.
- (e) Power line or pipeline patrol.
- (f) Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

2. Minimum Standards

- (a) The Operator shall lease from the City, adequate space to provide necessary and satisfactory building, attached buildings, parking lot and other facilities to furnish the specified aviation services selected by him and to be provided by him on the City's Airport.

(b) The Operator shall provide and have based on his leasehold, either owned or under written lease to Operator, not less than one (1) airworthy aircraft, suitably equipped for, and meeting all the requirements of the Federal Aviation Administration and applicable regulations of the State of New Mexico with respect to the type of operations to be performed.

(c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

each person	300,000	
for more than one person		1 million

each passenger, each accident 100,000

<u>each accident</u>	200,000
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each person	100,000	
for more than one person		300,000

each accident	200,000
---------------	---------

<u>each accident</u>	300,000
----------------------	---------

(d) The Operator shall have in his employ, and on duty during operating hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner, but never less than one (1) person holding a current Federal Aviation Administration commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed.

I. Multiple Services

1. Statement of Concept

A multiple services operator is a person or persons, firm, or corporation engaged in any two (2) or more of the aeronautical services for which minimum standards have been herein before provided.

2. Minimum Standards

- (a) The Operator shall lease from the City, an adequate space to provide necessary and satisfactory building, attached buildings, parking lot and other facilities to furnish the specified aviation services selected by him and to be provided by him on the City's Airport.

The lease space will be located in an area consistent with the Airport Master Plan and subject to approval of the City Manager or his authorized representative.

If Flight Training is one of the multiple services offered, the Operator shall provide classroom and briefing room facilities in the aforementioned building.

If crop-dusting, aerial application, or other commercial use of chemicals are part of the multiple services offered, the Operator shall provide a centrally-drained, paved area for aircraft loading, washing, and servicing. Operator shall also provide for the safe loading and unloading, storage, and containment of noxious chemical matters. Such facilities will be in a location on the Santa Fe Municipal Airport which will provide the greatest safeguard to the public.

The building for aircraft storage will not be required if none of the individual services provided requires such a building under these standards.

- (b) The Operator shall comply with the aircraft requirements, including the equipment thereon, for each aeronautical service to be performed except as hereinafter provided.

Multiple uses can be made of all aircraft except aircraft used for crop-dusting, aerial application, or other commercial use of chemicals.

- (c) The Operator shall procure and maintain, during the term of his agreement, as a minimum, insurance coverage which is equal to the highest of the minimum limits set for the respective categories of aeronautical services being performed by the Operator.

- (d) The Operator shall have in his employ, and on duty during operating hours, trained personnel in such numbers as are required to meet the minimum standards and requirements set forth, in an efficient manner, for each aeronautical services being performed by the Operator. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator.

J. Tenant Subleases on Airport - (Commercial Aviation Operators Subleasing from Another Commercial Operator on the Airport)

1. Standards for Sublease Operations

Such Operation shall meet all of the minimum standards established by the City for the category, or categories of services, to be furnished by the Operator, except for the lease of land and construction of facilities.

K. Profit Flying Clubs

1. Statement of Concept

A profit flying club is a person or persons or corporation engaged in flight instruction, rental aircraft, and other services for their members only, in which each member is not a bona fide owner of the aircraft or a stockholder in the corporation. The club may derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance, and replacement of its aircraft.

2. Minimum Standards

- (a) A written agreement, properly executed by the City and the Operator is a prerequisite to the commencement of operations on the Airport.
- (b) The Operator shall have available for rental, either owned or under written lease to Operator, a sufficient number of aircraft properly certified to handle the proposed scope of his operation.
- (c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified.

(1) Aircraft Liability

Bodily Injury (Each Accident)

each person	300,000	
for more than one person		1 million

Passenger Liability
each passenger, each accident 100,000

Property Damage
each accident 200,000

(2) Comprehensive Public Liability and
Comprehensive Property Damage:

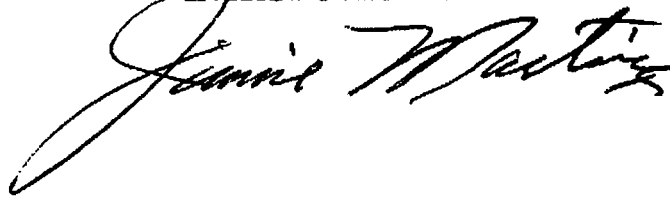
Bodily Injury (Each Accident)
each person 100,000
for more than one person 300,000

Property Damage
each accident 200,000

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2001- 78

INTRODUCED BY:



A RESOLUTION

AMENDING AIRPORT USER FEES.

WHEREAS, the City of Santa Fe is striving to maintain a fee structure for current and future services and facilities being provided to users of the Santa Fe Municipal Airport including security and fire protection, and

WHEREAS, the City of Santa Fe applies for and receives financial grant assistance from the Federal Aviation Administration (FAA) and the New Mexico State Highway and Transportation Department Aviation Division, and

WHEREAS, the City of Santa Fe desires to make the Airport as self-sustaining as possible in compliance with FAA Grant Assurances,

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO AS FOLLOWS:

Section 1. Resolution No. 1977-6, "Establishing a daily use charge and parking charge for Santa Fe Municipal Airport," is hereby repealed.

Section 2. The Airport User Fees set forth in Schedule A, attached hereto, are hereby

1 adopted.

2 **Section 3.** The Airport User Fees set forth in Schedule A shall be administered by the
3 Airport Manager.

4 **Section 4.** The Airport User Fees set forth in Schedule "A" may be adjusted or expanded
5 from time to time by the Airport Manager with the approval of the City Manager.

6 **Section 5.** Nothing in this resolution shall be construed to override, nullify or otherwise
7 alter the terms and provisions of existing leases at Santa Fe Municipal Airport.

8 **Section 6.** The Airport User Fees set forth in Schedule A shall become effective
9 immediately upon adoption of this Resolution.

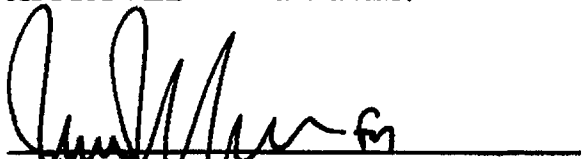
10 **PASSED, APPROVED and ADOPTED** this 2nd day of November, 2001.

11
12 
13 **LARRY A. DELGADO, MAYOR**

14 **ATTEST:**

15
16 
17 **YOLANDA Y. VIGIL, CITY CLERK**

18
19 **APPROVED AS TO FORM:**

20 
21
22 **PETER A. DWYER, CITY ATTORNEY**

23
24
25 **Resolution/Jose/Amended Airport User Fees/10/29/01**

Schedule "A"

Airport Users Fees

1. Automobile parking is free for the first 4 hours, then \$3.00 per day. This fee will be altered once a formal parking plan is approved by the Governing Body of the City Of Santa Fe.
2. A Fire and Rescue Protection fee schedule will be established by the Airport Manager in coordination with the Fire Chief, and approved by the City Manager if the Airport obtains Federal Aviation Regulations (FAR) Part 139 certification. This fee schedule will be applied to any flight requiring on-site fire and rescue protection services under FAR Part 139 and may also be charged to all other airport users. If Fire and Rescue Protection is provided by the City of Santa Fe, but not under FAR Part 139, a similar fee will be developed and applied.
3. A Security Protection Surcharge may be added to any fee established in this exhibit at the discretion of the City Manager if security requirements imposed by the FAA result in unexpected costs to the City of Santa Fe.
4. Aircraft Parking Fees are established in the table below.

SMALL G/A PARKING	CURRENT FEE	PROPOSED FEE
SINGLE ENGINE DAILY	\$4.50	\$6.00 per day, up to 7 days
TWIN ENGINE DAILY	\$8.50	\$10.00 per day, up to 7 days
SINGLE ENGINE MONTHLY	\$30.00	\$40.00
TWIN ENGINE MONTHLY	\$50.00	\$65.00
LARGE G/A PARKING	CURRENT FEE	PROPOSED FEE
DAILY	NONE	\$15.00 per day, up to 7 days
MONTHLY	NONE	\$105.00

- "Small G/A Tie Down" refers to general aviation single or twin engine propeller driven aircraft with a total seating capacity (including crew) of 6 or less that park and/or tie down overnight or longer.
- "Large G/A Parking" refers to general aviation jet, or propeller driven aircraft with a seating capacity of more than 6 (including crew) that park and/or tie down overnight or longer. Commercial airliners that pay other access related fees to this airport are exempt.
- Aircraft utilized for cargo or specialized operations that reduce or eliminate normal seating will be charged as if in a manufacturers baseline passenger configuration for the model in question.

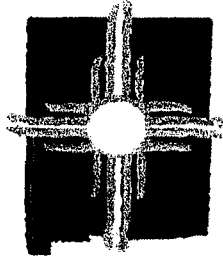
- Any G/A aircraft having a wingspan greater than 60 feet will be charged the "Large G/A Parking" fee, regardless of configuration. Exception: Gliders will pay the same amount as the "Small G/A Twin Engine" category.
 - Helicopters will be charged using the same criteria as G/A aircraft: By number of engines, and passenger capacity. Helicopters having a rotor span of more than 60 feet will be charged the "Large G/A Parking" fee, regardless of configuration.
 - If there is any question, the Airport Manager will make the final determination as to what fee applies.
5. Airport landing fees are \$.90 per 1,000lbs of landing weight for scheduled air service or commercial aircraft operators who operate aircraft in excess of 18,000 pounds maximum gross weight.
6. These fees may be adjusted from time to time with the approval of the City Manager.

DATE

Apr 4, 2014

DRAFT

STATE GRANT AGREEMENT FOR AIRPORT PROJECTS



new Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

AVIATION DIVISION

Sponsor

City of Santa Fe

Respond to:
NMDOT - AVIATION DIVISION
PO Box 9830
Albuquerque, NM 87119
505-244-1788 phone
505-244-1790 fax

Contract No. _____

Project No. _____

Vendor No. _____

Expiration Date _____

Purchase Order No: _____

PROJECT AGREEMENT

This Project Agreement / Application is between the City of Santa Fe, New Mexico (Sponsor) and The State of New Mexico, acting through the New Mexico Department of Transportation, Aviation Division (Division) for the purpose of carrying out the provisions of Section 64-1-13, NMSA 1978 of the Aviation Act (Act) and Sections 3-39-1 et. seq., NMSA 1978 of the Municipal Airport Law

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

SECTION ONE - PURPOSE

The purpose of this Agreement / Application is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an airport or aviation project at

the Santa Fe Municipal Airport

Based on the Sponsor's request, the Division has granted state funding to pay 50 % of the Sponsor's share of all allowable costs for the project.

Project Description:

Airport Master Plan; Air Service Study; Standards, Rates, and Fees Study; Runway 33 RSA Improvements

The site of development is more particularly described on the property map, attached as "Exhibit A"

Items of work, cost and source of funds as stated in "Exhibit B", of this Agreement.

FUNDING

STATE	SPONSOR	OTHER	TOTAL
\$ 31,902	\$ 31,902	\$ 957,061	\$ 1,020,865

ROUND TO THE NEAREST DOLLAR

SECTION TWO - PROJECT FUNDING

1. The funding for this project is set forth in EXHIBIT B.
2. The maximum obligation of the State payable by the Division under this Agreement is set forth in EXHIBIT B.
3. Funding approved under this Agreement / Application shall be paid subject to the availability of funds from the the State Aviation Fund. Any unexpended portion of funds subject to this agreement shall revert to the State Aviation Fund.

SECTION THREE - SPONSOR SHALL

1. Pay all costs, perform all labor, and supply all material, except as described in EXHIBIT B of this Agreement, for the purpose as described in SECTION ONE.
2. Provide a representative from its organization who shall serve as the single point of contact for the Division.
3. Maintain in force a **Maintenance Resolution** by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for its effectuation.
4. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
5. Be responsible for all design and pre-construction activities.
6. Initiate and cause to be prepared all necessary documents including plans, specifications, and estimates (PS&E), and reports for this Project.
7. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
8. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. The work will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).
9. Notify the Division when the plans and specifications are sufficiently complete for review.
10. Make no changes in design or scope of work without documented approval of the Aviation Division.
11. Advertise for and contract for the construction of the Project.
12. Require the Engineer to prepare a final detail estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Division in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.

13. The Sponsor shall submit to the Division one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
14. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this Agreement, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this Agreement. The Sponsor shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such State share shall be approved in advance by the Division.
15. The Sponsor shall, upon reasonable notice, allow the Division the right to inspect the project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being satisfactorily complied with. If such inspection discloses a failure to substantially meet such requirements and standards as, agreed to by the Division, the Division may terminate payment or payments until a mutually satisfactory remedy is agreed upon.

SECTION FOUR - DIVISION SHALL

1. Assign a contact person for this project.
2. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
3. The Division shall not provide an extensive check of any plans submitted by the Sponsor. Acceptance of plans by the Division does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

SECTION FIVE - BOTH PARTIES AGREE

1. If upon termination of this Agreement there remain any properties, materials or equipment belonging to the Division, the Sponsor shall account for the same and dispose of them as directed by the Division.
2. The allowable costs of the Project shall not include costs determined by the Division to be ineligible for consideration under the Act.
3. The expenditure of any State money is subject to approval by the Division.

4. The Local Governments Road Fund, established pursuant to Section 67-3-28.2, NMSA 1978, shall not be used to administer this project.
5. A Sponsor that has received a distribution pursuant to Section 67-3-28.2, NMSA 1978, may not use this distribution to meet its match required for this project.

SECTION SIX - DISPOSITION OF PROPERTY

1. **Disposition of Property** - Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes and must be stored at the airport.

SECTION SEVEN - REPRESENTATIONS

The Sponsor hereby represents and certifies the following by signing this Agreement:

1. **Legal Authority** - The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) to accept, receive and disburse grants of funds from the State of New Mexico in aid of the Project; and (3) to carry out all provisions stated in this "Grant Agreement for Airport Projects."
2. **Defaults** - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
3. **Possible Disabilities** - The Sponsor states, by execution of this Agreement, there are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
4. **Land** - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

SECTION EIGHT - ASSURANCES

The Sponsor hereby covenants and agrees with the Division the following by signing this Agreement

1. The Sponsor agrees that it will operate the airport receiving aid under this application for the use and benefit of the public on fair and reasonable terms, and without unjust discrimination.
2. The Sponsor specifically agrees that it will keep said airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes: **provided**, that the Sponsor establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport;

3. The Sponsor agrees that in its operation of the airport and all facilities. Neither it nor any person or organization occupying space on facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility provided for the public on the airport; and further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis to all users thereof.
4. The Sponsor will operate and maintain in a safe and serviceable condition the airport and all facilities connected therewith which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
5. The Sponsor will, by acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
6. The Sponsor agrees that no landing fee shall be charged any owner or operator of aircraft using said airport; which would be in violation of Section 64-1-16, NMSA 1978, as amended.
7. If said airport is on private land, the Sponsor shall attach a duly executed agreement permitting public use of this land for airport purposes without limit as to time, titled "Exhibit C".
8. The Sponsor agrees to comply with the New Mexico Aviation Act and the rules and regulations promulgated there under.
9. The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the New Mexico Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

SECTION NINE - COMPLIANCE WITH LAW

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the project.

SECTION TEN - THIRD PARTY BENEFICIARY CLAUSE

This Agreement is not intended by any of the provisions of any of its parts to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit for wrongful death, bodily and or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION ELEVEN - COMPLIANCE WITH EMPLOYMENT LAW AND COOPERATION WITH DEPARTMENT INVESTIGATIONS

The Sponsor shall comply with all applicable Federal, State, and Department laws, regulations and policies, including, but not limited to laws governing, civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Sponsor shall furnish all information and reports required by, or pursuant to, the rules, regulations, and policies of the Department, and will permit access to, and the interview of, its employees, and the, except for legally privileged material, examination and copying of its employee records by investigators for the Department's Equal Opportunity Programs Bureau, Office of Inspector General, and Risk Management Bureau, the New Mexico Attorney General's Office, the New Mexico Department of Labor, and all branches of the United States Department of Transportation; and will otherwise fully cooperate with all such investigations.

SECTION TWELVE - NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Sponsor and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION THIRTEEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

SECTION FOURTEEN - REIMBURSEMENTS

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed to the Sponsor. The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the Agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Claims for reimbursement requests shall be completed on a (State) form A-1159, Request for Reimbursement.

Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Division reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

SECTION FIFTEEN - AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

SECTION SIXTEEN - TERM

The Agreement shall not take effect until executed by all of the parties hereto. This Agreement shall not exceed two (2) years. This agreement shall expire two (2) years from complete execution.

SECTION SEVENTEEN - TERMINATION

If the Sponsor fails to comply with any provision of this Agreement, the Division has the option to terminate this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of this Agreement.

SECTION EIGHTEEN - MERGER

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

SECTION NINETEEN - SEVERABILITY

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION TWENTY - AMENDMENT

This Agreement shall not be altered, modified, or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

SECTION TWENTYONE - RATIFICATION AND ADOPTION

The Sponsor's execution of this Agreement is evidence of acceptance of the offer of state funding from the Division and ratification and adoption of the terms and conditions of this Agreement, including but not limited to all assurances, statements, representations, warranties and covenants herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND YEAR WRITTEN BELOW

Recommended by AVIATION DIVISION

New Mexico Department of Transportation

By: _____
Aviation Division Director or
Designee

By: _____
Cabinet Secretary or
Designee

Date: _____

Date: _____

SPONSOR:

City of Santa Fe, NM; Javier Gonzales, Mayor

PRINT NAME

By: _____

Date: _____

Approved as to form and legal sufficiency by the NMDOT Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

EXHIBIT B PROJECT COSTS**GRANTEE**

City of Santa Fe, NM

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
1	Airport master plan	\$ 15,770	\$ 15,770	\$ 473,110	\$ 504,650
2	Air Service Study	\$ 832	\$ 832	\$ 24,962	\$ 26,626
3	Standards, Rates and Fees	\$ 2,800	\$ 2,800	\$ 83,989	\$ 89,589
4	Runway 33 RSA Improvements and 15 PAPI	\$ 12,500	\$ 12,500	\$ 375,000	\$ 400,000
TOTALS		\$ 31,902	\$ 31,902	\$ 957,061	\$ 1,020,865

CITY OF SANTA FE:

JAVIER GONZALES, MAYOR

DATE: _____

(SEAL)

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

APPROVED:

MARCOS A. TAPIA
FINANCE DIRECTOR

Business Unit