



## **FOUR CORNERS REGIONAL AIRPORT**

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# **A G E N D A**

## **City of Farmington Airport Advisory Commission**

**July 14, 2015**



**AIRPORT DIVISION; GENERAL SERVICES DEPARTMENT**

# A G E N D A

Airport Advisory Commission  
Executive Conference Room – 800 Municipal Drive  
July 14, 2015, at 4:00 p.m.

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## ITEM

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- |    |   |    |
|----|---|----|
| 1. | Call Meeting to Order   |    |
| 2. | Approval of Agenda  |    |
| 3. | Approval of Minutes from the June 9, 2015 Airport Advisory Commission Meeting                             | 11 |
| 4. | Recommendation regarding a Temporary Business License for Black Bart Aviation. (Bart Sisson)              | 1  |
| 5. | Discussion regarding monthly space rental rates for car agencies located in the Airport Terminal. (Hertz) |    |
| 6. | Operations Report   | 6  |
| 7. | Business From:<br>Chairman<br>Members<br>Staff<br>Floor   |    |
| 8. | Adjournment   |    |

For information regarding any item scheduled on this Agenda, please contact the Airport Manager's Office at (505) 599-1394.

*ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 599-1106 or 599-1101 prior to the meeting so that arrangements can be made.*

# FOUR CORNERS REGIONAL AIRPORT

## AIRPORT BUSINESS TEMPORARY PERMIT AGREEMENT

1. In exchange for the privilege of engaging in commercial and/or non-commercial activity on the Four Corners Regional Airport for those who are not direct tenants of the City of Farmington (“City”), \_\_\_\_\_ (“Permittee”) hereby agree as follows:
2. **Duration of permit:** - The “airport Business Temporary Permit” (the “Permit”) shall be issued for a term of twelve (12) months commencing July 1, and ending June 30 and may be renewed annually each July 1 as long as all of the terms, conditions, and covenants of the Permit are being kept and all applicable laws, rules and regulations of the City of Farmington have been observed, except as otherwise provided herein. If the initial term commences on other than July 1, the annual fee shall be prorated on a monthly basis.
3. **Annual Fee:** - Permittee shall pay to the City of Farmington prior to July 1, the annual sum of **ONE HUNDRED DOLLARS (\$100)** or such amount as set from time to time by City Council for the City of Farmington.
4. **Late Charge:** - The annual fee shall be delinquent if not paid within five (5) days of the Permit expiration. A late fee of \$25 shall be imposed for renewals, submitted after July 6. **The expiration of a Permit without a timely renewal shall be grounds for denial of any future Airport Business Temporary Permit.**
5. **General Conditions for All Permits:**
  - a. The permittee only has such rights as are expressly set forth in the Permit and the Permit can only be amended in writing and signed by both parties.
  - b. The City of Farmington is neither a joint venturer with, nor a partner or associate of the Permittee with respect to anything provided in the Permit, and the City is not responsible for any obligations of the Permittee.
  - c. The Airport Business Temporary Permit is a license and not a lease.
  - d. If required by Farmington City Municipal Code Section 8-2-1A, a Permittee must at all time have a current business license issued by the City of Farmington. Such business license shall not be in lieu of any permit and fees required hereunder.
  - e. Permittee’s use of the Airport shall conform to all applicable federal, state and City laws, rules, and regulations.
  - f. Permittee shall adhere to the recommended Noise Abatement Procedures and all other noise control restrictions now in existence or which may be

subsequently adopted by the City Council and/or promulgated by the Airport Manager.

6. **Termination:** - The Airport Manager may terminate an Airport Business Temporary Permit at the conclusion of its current term by written notice served at least thirty (30) days prior to the end of the current term. In the event of termination, revocation or suspension of any such Permit, no part of the fee shall be refundable.
7. **Trash, Refuse** - Permittee shall:
  - a. Keep its premises clean, neat, and free of trash and debris at all times.
  - b. Keep its grounds free of weeds and keep the grass mowed.
  - c. Keep its building exteriors and signs in good condition and repainted as needed.
  - d. Not dispose of trash, hazardous materials or debris on the Airport
  - e. If Permittee fails to maintain its activities in a neat and clean manner as set forth herein, City may at its option and in addition to any other remedies it may have, order the clearing and removal of trash, weeds, clippings, refuse, debris, hazardous materials, and waste material by others and charge the permittee the costs thereof with interest at ten (10) percent per annum until paid in full.
8. **Fueling Activities Prohibited:** - No aviation fuel or propellant may be purchased, sorted or sold on Permittee's premises except by an aviation fuel vendor authorized to provide such services at the Airport. All aircraft users of the premises shall be notified by Permittee of such restriction. Sumping or minimal handling of fuel for safety and maintenance purposes is permitted by Permittee.
9. **Use and Disposal of Hazardous Materials:** - Permittee is held responsible for all costs of hazardous materials investigations and cleanups as a result of Permittee's use of hazardous materials and disposal of hazardous wastes. The City has the right of re-entry on the permittee's premises for the purpose of performing periodic investigation and cleanup, if necessary. Permittee is responsible for third party acts during the tenancy that create hazardous waste liability. Any provision in the Permit relating to hazardous materials shall survive termination of the Permit.
10. **Hold Harmless/Indemnifications:** - Permittee shall indemnify, hold harmless and defend the City and its officers, officials, agents, and employees from any and all liability, claims loss, damages, or expenses resulting from Permittee's occupation and use of the premises, said indemnification and holding harmless shall include without limitation, any liability, claim, loss, damage, or expense arising by reason of any injury or death to any person or persons, including Permittee, or damage to property from any cause, including acts or omissions of

others, excepting therefrom any liability and claim to the extent caused solely by the intentional acts or omissions of City, its agents or servants, while in, upon, or connected in any way with the premises, during the term of this or any extension or renewal thereof, or any occupancy hereunder. Permittee hereby agrees to indemnify, hold harmless and defend the City from all liability, damage, loss, costs and obligations, including court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of, directly or indirectly, any such injuries, death, or losses however occurring.

City hereby releases Permittee and Permittee hereby releases City and their respective officers, officials, agents, and employees from any and all claims and demands for loss, damages, expense, or injury to the premises, furnishings, and equipment located on the premises which is caused by or results from perils, events, or happenings which are the subject of insurance carried by the respective parties in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance coverage is not prejudiced thereby or the expense increases and to the extent of the insurance proceeds actually received under such policies.

11. **Taxes:** - Permittee is obligated to pay or cause to be paid, prior to delinquency, any taxes, or assessments, including, but not limited to, possessory interest taxes on Permittee's business operations and Permittee's improvements to real property or personal property at the Four Corners Regional Airport.
12. **Permit Not Transferable:** - An Airport Business Temporary Permit may not be sold, assigned, or transferred in any manner by Permittee.
13. **Non-Waiver:** - The waiver by the City of Farmington of any breach by Permittee of any term, covenant, or condition of any Permit shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition of the Permit. No term, covenant, or condition hereof can be waived except by the written consent of the City, and forbearance or indulgence by City, in any regard whatsoever, shall not constitute a waiver of the term, covenant, or condition to be performed by Permittee.
14. **Entry Upon Premises:** - Permittee agrees to permit a representative of the City of Farmington to enter upon Permittee's premises to make periodic inspections to ensure that all the terms of the Permit are being fulfilled.
15. **Revocation and Suspension of Permit:** - An Airport Business Temporary Permit may be revoked or suspended by the Airport Manager for non-compliance with the terms of this Permit, or any applicable law or ordinance. Such revocation or suspension of the Permit shall be made only after a hearing before the Airport Manager after at least five (5) days written notice to Permittee, stating generally the grounds for suspension or revocation and stating the time and place where

the hearing will be held. The Permittee shall be notified in writing of the Airport Manager's decision within ten (10) days after the hearing.

16. **Appeals:** - Any person wishing to appeal any action taken by the Airport Manager in connection with the enforcement of these regulations, or for refusing or revoking a Permit hereunder, must first submit a written request for a hearing before the City of Farmington Airport Advisory Commission. The written notice of appeal to the City of Farmington Airport Advisory Commission must set forth the specific grounds for appeal and must be filed with the City Clerk within ten (10) days after written notice of the Airport Manager's decision. The hearing before the City of Farmington Airport Advisory Commission shall be held at the earliest available date a meeting can be set with the commission. An appeal to the full City Council for a hearing may only be made if notice of the appeal, setting forth the specific grounds thereof, is filed with the City Clerk within fourteen (14) days of an adverse decision against the permittee from the City of Farmington Airport Advisory Commission. After such hearing, the City Council shall confirm, adopt, modify or set aside the action taken by the Airport manager, and its decision shall be final and conclusive, subject to Permittee's appeal rights in a court of competent jurisdiction
17. **Insurance:** - Permittee shall, at Permittee's own cost and expense, procure and maintain in full force and effect during the term of this Permit, a broad form comprehensive coverage policy of public liability insurance issued by an insurance company licensed by the State of New Mexico, of recognized reputation in the aviation marketplace insuring Permittee and City against loss or liability caused by or connected with permittee's occupation and use of the premises under this Permit as set forth below. Permittee shall cause all policies of insurance (except Workers' Compensation) required hereinunder to name City as an additional insured.
  - a. **Permittee shall have:** - General Liability insurance; Hangar Keepers' Legal Liability insurance; and Vehicular Liability insurance, with coverage in the minimum amounts stipulated in Appendix "a" of the "Airport Minimum Standards – Insurance Requirement" which is on file in the Office of the City Clerk, and the Airport Manager's office.
  - b. **Permittee shall have:** - Worker's Compensation and Employers' Liability insurance, shall be in accordance with the laws of the State of New Mexico. Permittee shall comply with the provisions of the Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. Permittee shall procure and maintain during the life of the Permit, complete Worker's and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Sec. 52-1-10 NMSA 1978 for safety devices. Workers' Compensation coverage shall include a waiver of subrogation in favor of the City. The City, its officers, or employees, will not be responsible

for any claims or actions occasioned by the failure of the Permittee to comply with the provisions of the Subsection. City's employees are covered under the City's Workers' Compensation policy.

- c. **Notification of Cancellation of Insurance:** - Permittee shall provide written evidence of a written obligation on the part of any insurance company to notify City in writing at least 30 days prior to any cancellation or adverse amendment of the policy and of any delinquency in premium payments. Permittee agrees that, if Permittee does not procure and maintain the required insurance or keep the same in full force and effect, City may procure and maintain the necessary insurance and pay the premium therefore and Permittee shall repay to City the amount so paid by having such amount deemed to be additional rent payable in the next rental payment due.
- 18. **Additional Insureds:** The City of Farmington, and its officers, agents, employees and volunteers shall be Additional Named Insureds and the policy shall stipulate that this insurance will operate as Primary Insurance and that no other insurance affected by the City of Farmington will be called upon to contribute to a loss suffered as a result of the Permittee's commercial or non-commercial activity at the Four Corners Regional Airport.
- 19. **Cross Liability:** - All Insurance policies required by this permit must contain a Cross Liability of Severability of Interests Clause. In addition, any failure of the Permittee to comply with reporting provisions of the policy shall not affect the coverage provided to the City of Farmington, et al.
- 20. **Insurance Rating:** - Insurance is to be placed with New Mexico-admitted insurers with a Best's Rating of A:V, or better.
- 21. I, \_\_\_\_\_, (Permittee) have read and understand the terms of this Agreement and hereby voluntarily accept them.

PERMITTEE:

Date: \_\_\_\_\_

\_\_\_\_\_

CITY OF FARMINGTON

Date: \_\_\_\_\_

\_\_\_\_\_

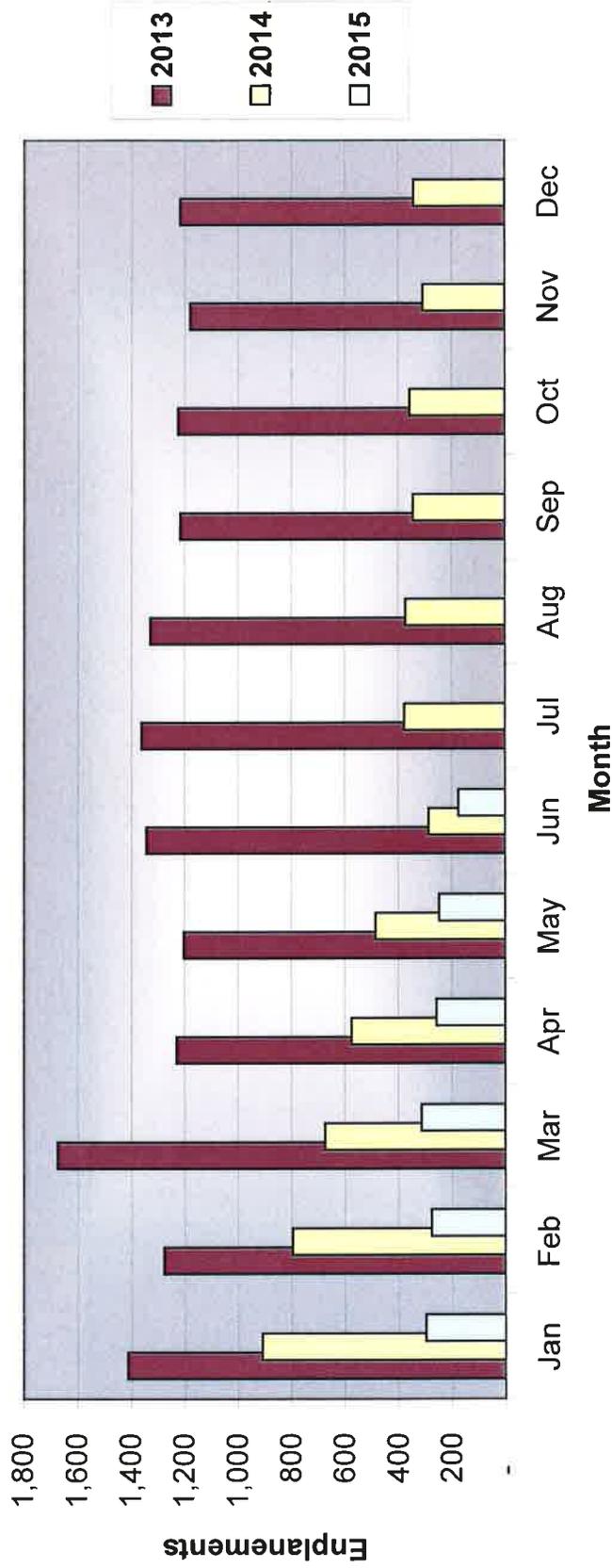
Mike Lewis, Airport Manager

# **OPERATIONS REPORT**

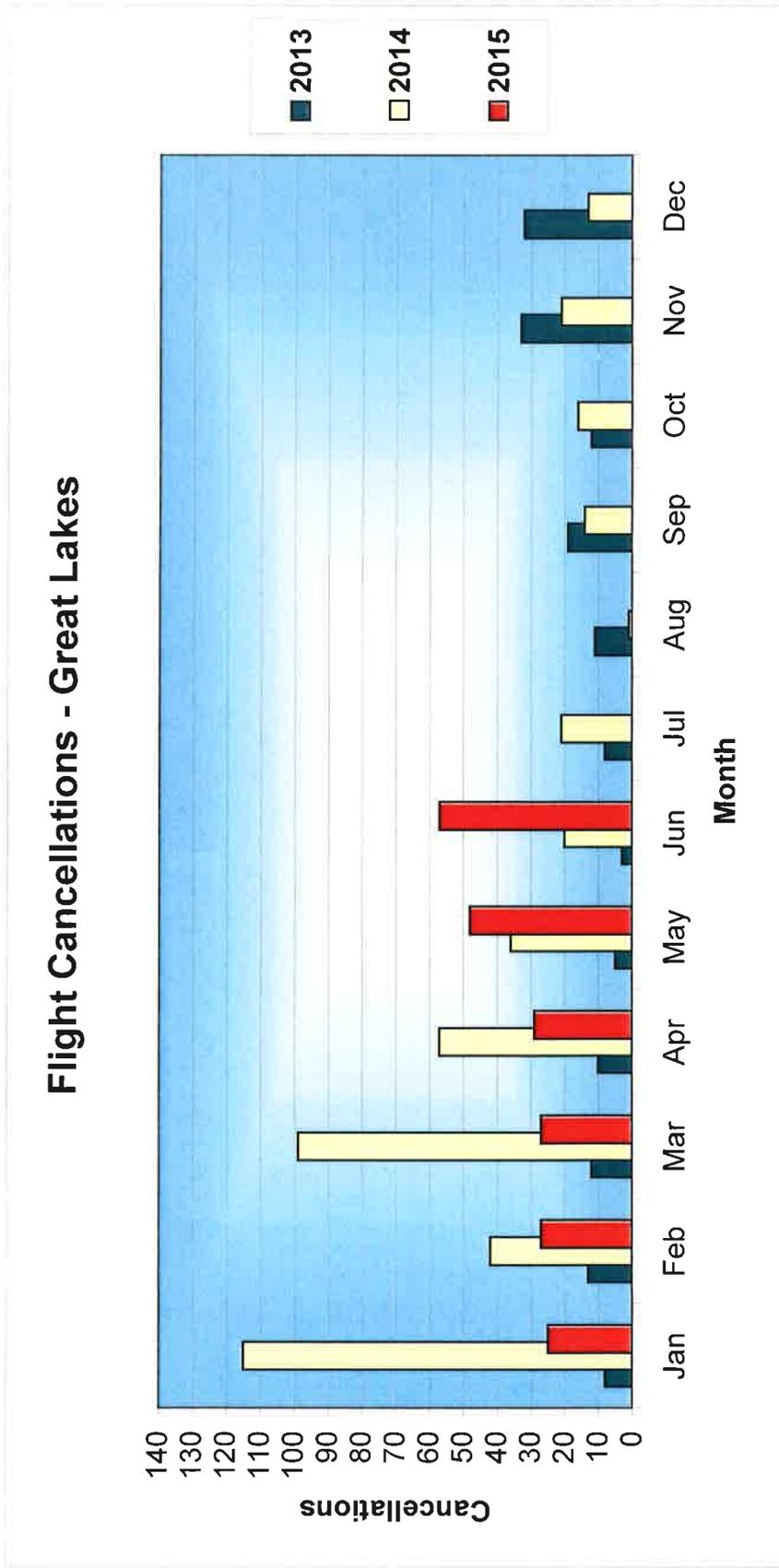
**JUNE 2015**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>2013</b>	1,412	1,277	1,674	1,230	1,203	1,343	1,362	1,329	1,216	1,224	1,178	1,217
<b>2014</b>	908	795	674	574	485	286	377	372	344	356	307	341
<b>2015</b>	297	275	313	256	246	174						

**Passenger Enplanements - Great Lakes**

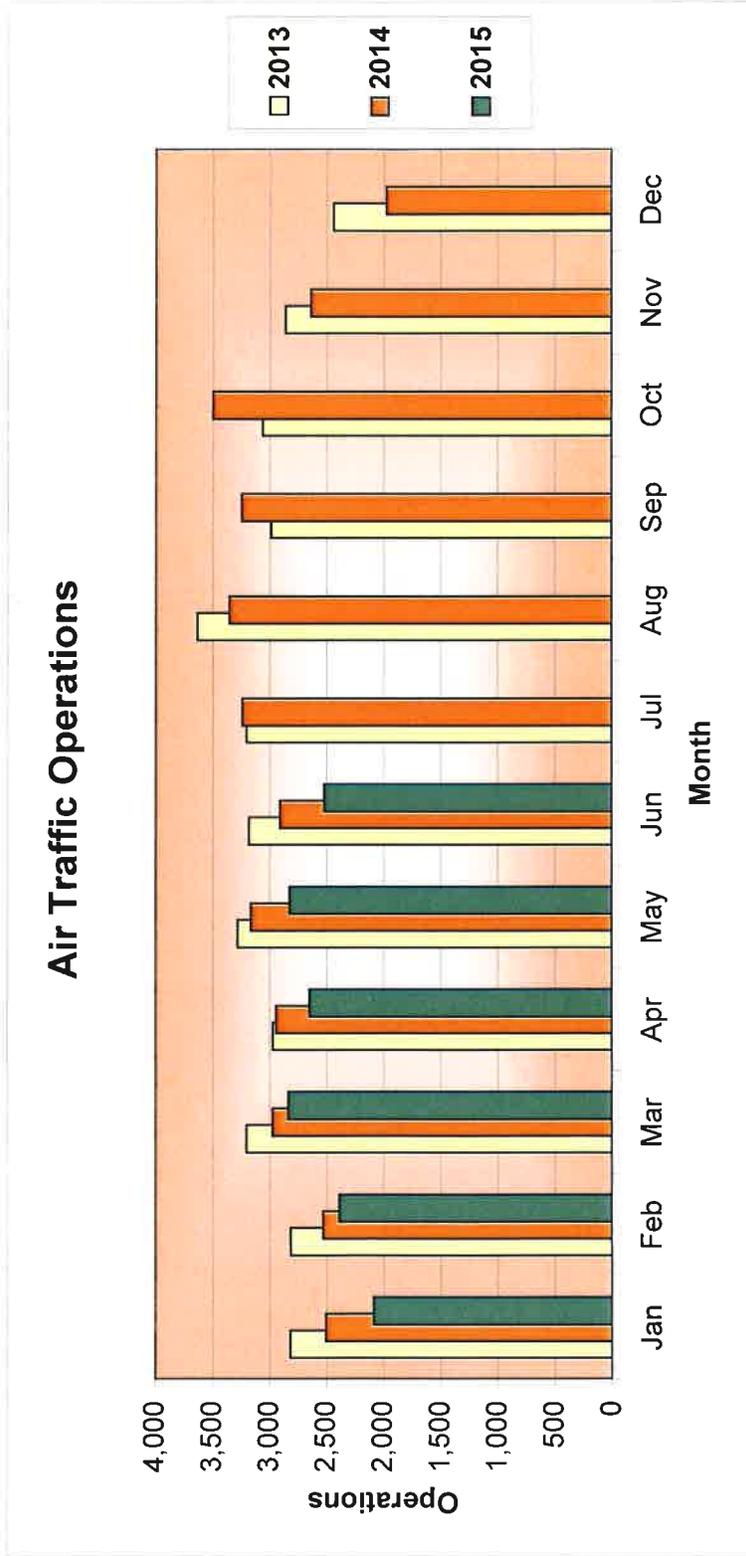


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>2013</b>	8	13	12	10	5	3	8	11	19	12	33	32
2014	115	42	99	57	36	20	21	1	14	16	21	13
<b>2015</b>	<b>25</b>	<b>27</b>	<b>27</b>	<b>29</b>	<b>48</b>	<b>57</b>						



<b>2012</b>	<b>89</b>	<b>2013</b>	<b>166</b>	<b>2014</b>	<b>455</b>	<b>2015</b>	<b>213</b>
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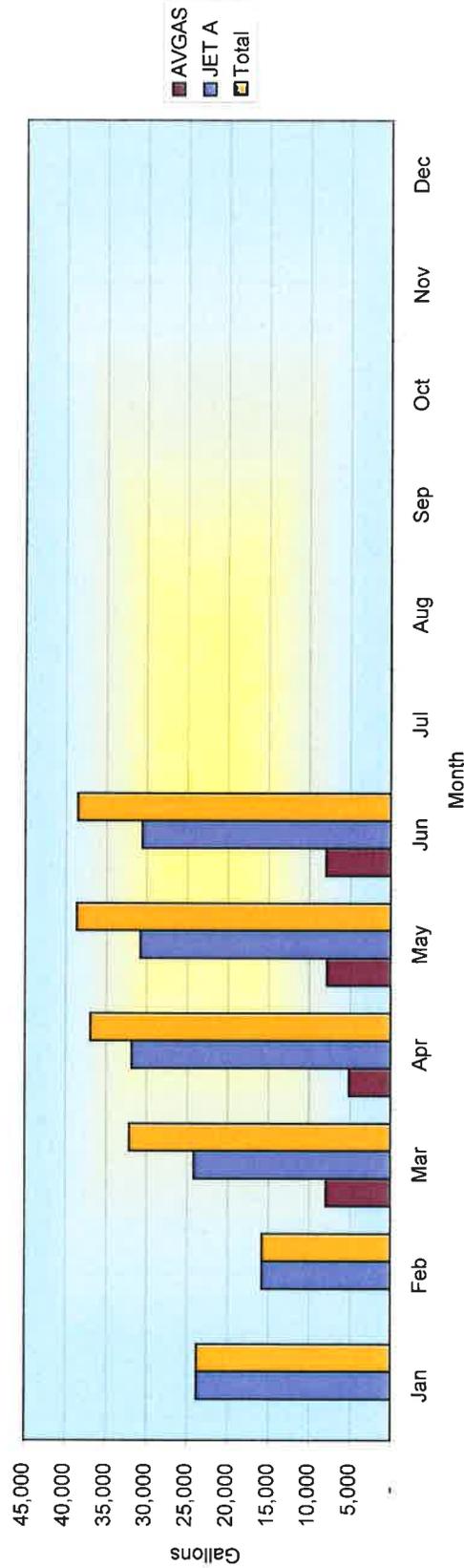
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	2,818	2,815	3,204	2,970	3,282	3,181	3,202	3,635	2,986	3,061	2,862	2,438
2014	2,505	2,531	2,974	2,942	3,164	2,911	3,241	3,354	3,244	3,500	2,638	1,973
2015	2,086	2,387	2,837	2,651	2,826	2,522						



2012	37,384	2013	36,454	2014	34,977	2015	15,309
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2015	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
JET A	23,828	15,829	24,165	31,849	30,800	30,570						
AVGAS	-	-	7,994	5,134	7,883	7,987						
<b>Total</b>	<b>23,828</b>	<b>15,829</b>	<b>32,159</b>	<b>36,983</b>	<b>38,683</b>	<b>38,557</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

### 2015 Monthly Fuel Flowage Report



	2012	2013	2014	2015
JET A	582,277	504,790	406,968	157,041
AVGAS	74,271	65,514	58,207	28,998
<b>Total</b>	<b>656,548</b>	<b>570,304</b>	<b>465,175</b>	<b>186,039</b>

# M I N U T E S

## AIRPORT ADVISORY COMMISSION

The Airport Advisory Commission of the City of Farmington met on Tuesday, June 9, 2015, at 4:00 PM, in the Executive Conference Room in the Municipal Building, 800 Municipal Drive, Farmington, New Mexico.

**Members Present:**

Chairman Richard Neely  
John Arrington  
Tony Bennett  
Wayne Mangum  
Steve White

**Members Absent:**

Teresa Pacheco (alt)

**Staff Present:**

Jennifer Breakell  
Bob Campbell  
Mike Lewis  
Dee Dee Moore

**Others Present:**

Felecia Bekis  
Chuck Howell  
Debbie Meader  
Jaade Plante  
Doug Ross  
Bart Sisson

**Call to Order**

The meeting was called to order at 4:00 p.m. by Chairman Neely, there being a quorum present; the following proceedings were duly had and taken.

**Approval of the June 9, 2015 Agenda**

Commissioner Arrington made a motion to approve the agenda. The motion was seconded by Commissioner Bennett and passed unanimously by a vote of 5-0.

**Approval of the Minutes of the May 12, 2015 Regular Meeting of the AAC**

Commissioner White made a motion to approve the minutes of the May 12, 2015, regular meeting of the AAC, with a correction to include Assistant Deputy Attorney Russell Frost as an attendee. The motion was seconded by Commissioner Arrington and passed unanimously by a vote of 5-0.

**Operations Report**

Airport Manager Mike Lewis reported that enplanements have continued to decline year over year and he stated that everyone involved understands the situation. With the current rate of enplanements this year is forecasted to only have 3,329 enplanements, down from last year which had 5,819.

Atlantic Aviations fuel flowages are down and the deliveries have declined from 2-3 days apart to 2-3 weeks apart.

The Air Traffic numbers are also projected to be about 12 flights less per day for the remainder of 2015.

Mr. Lewis stated that the federal projects are all on schedule and will be about \$1.8 million dollars total. The FAA rebuild of the REIL lights on 25 has been moved to August, but could be as late as October. This work will be done at night from 10pm-6am. An agreement has been made for the purchase of the property located at 1899 W. Navajo. It is a win-win situation for both parties. Mr. Lewis expressed his thanks to John Arrington for his personal participation in assisting Mr. Beard.

Mr. Lewis shared that the Annual 139 inspection began today, Tuesday and continues through Wednesday.

No Worries, the new restaurant tenant has received approvals to begin work on the outdoor patio. He has remodeled the interior, upgraded the menu and is serious about this venture.

On September 19, 2015 from 8-11am, the Tri-Annual – Full Scale Emergency Drill will take place at on Runway 5.

Mr. Lewis stated that all pending meetings with Guidance Aviation are on hold due to proposed legislation that will reduce the VA benefit to \$20K per year. He added that Guidance Aviation must keep their VA students to no greater than 85% enrollment of all students.

AOPA will be having its fly-in at Colorado Springs the third week in September. Mr. Lewis stated he will be attending to study the logistics of hosting a fly-in and volunteering to host one here at Farmington.

Mr. Lewis stated that the Delta Station Manager visited with him to look over the facilities. This was in case a flight was ever needed to be diverted to Farmington.

The project for the erosion control had an archeological study and there were some hieroglyphic on the rocks below runway 5. There was also some vandalism that said E. Haven 1938. As information is received regarding this project, the Commission will be informed.

### **Business from the Floor:**

Mr. Chuck Howell of Great Lakes Airlines shared their company's vision and presented strategies in maintaining commercial air service to Farmington. He added that this is a main maintenance location for their company. He shared that the whole industry is affected by the pilot shortages. Chairman Neely inquired about the age of their fleet. Mr. Howell stated that all of their 28 planes were purchased new and have been in operations for more than 20 years. Commissioner Arrington asked how what the Commission can do to help Great Lakes. Mr. Howell stated that it is all about educating the public, understanding the seat and flight limitations because of the legislation.

Chairman Neely asked how Great Lakes is doing financially. Mr. Howell stated that they have not over-leveraged themselves and are currently in the black. He added that if the legislation is changed to allow more than 9 seats, they would be doing even better.

Jaade Plante of Atlantic Aviation wanted to remind everyone of the free burgers on the last day of each month in their hangar from noon to 2:00pm.

**Business from the Chairman:**

There was no business from the Chairman

**Business from the Commissioners:**

There was no business from the Commissioners.

**Business from the Staff:**

There was no business from Staff

**Adjournment:**

There being no further business to come before the Commission the meeting was adjourned at 4:55 pm.

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Richard Neely - Chairman

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Dee Dee Moore – Administrative Aide