

# Clovis Municipal Airport

## Clovis, New Mexico

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Minimum Standards  
For Fixed Base and Commercial Operators

2015





Additionally, a minimum standards document is the appropriate location for an airport to address a wide variety of airport-related operations. For example, a Specialized Aeronautical Service Operator (SASO) is any individual aviation-related activity that can generate revenue for the business and the airport operator, and as such, is a critical contributor to an airport. This type of operator should be specifically addressed within a minimum standards document to protect both the airport and the operator from noncompliance with the standards.

A minimum standards document should include a formal application process as a way to negotiate with an interested party. The minimum standards document is the appropriate place to include requirements for a general airport business permit or independent flight instructor permit. These items can serve as a deterrent to illegal business and help the airport to keep track of individual providers. Some airports also charge a minimal annual fee to help update the airport's information annually. If the airport decides to implement any type of permit, a blank form should be included and attached as part of the minimum standards.

The following provides the general framework of an effective Minimums Standards document for Clovis Municipal Airport, as well as supporting sub-sections and narratives.

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## **Section 1. Introduction**

**1-1. Purpose** – The purpose of this document is to establish acceptable qualifications of participants, level and quality of service, and other conditions which will be required of all those proposing to conduct Fixed Base and Commercial Operations at Clovis Municipal Airport. The City of Clovis adopted these Minimum Standards to foster, encourage, promote and develop general aviation and related aeronautical activities at Clovis Municipal Airport, while promoting safety in all activities, enhancing the availability of high quality services for Airport users and promoting the orderly development of Airport land. In promulgating these Minimum Standards, the City of Clovis and Airport Board will provide a fair and reasonable opportunity without creating an exclusive right or unjust discrimination to any potential operators to qualify or otherwise compete for available Airport facilities and the furnishing of selected aeronautical activities. These standards ensure that each operator is reasonably fit and able to perform both its service and economic obligations to the Airport community. These Minimum Standards will be administered by the Airport Director or designee.

All persons conducting commercial aeronautical activities at the Airport, shall, as a condition of conducting such activities, comply with all applicable requirements concerning such activities as set forth in these Minimum Standards and any amendments thereto. The requirements set forth herein are the minimum standards which are applicable to persons conducting commercial aeronautical activities at the Airport and all persons are encouraged to exceed such minimum standards in conducting their activities. This document shall be deemed to be a part of each commercial operator's lease agreement with or from the City of Clovis unless any such provisions are waived or modified by the City of Clovis, Airport Board or Airport Director. The mere omission of any particular standard from a commercial operator's written lease agreement with the City of Clovis shall not constitute a waiver or modification of such standard in the absence of clear and convincing evidence that the City of Clovis intended to waive or modify such standard.

**1-2. Amendments to Standards** – In consultation with the Airport Board, the Airport Director may create future amendments, additions, deletions or corrections to these standards. The Airport Director may waive or modify any portion of these Minimum Standards for the benefit of any governmental agency performing non-profit public services, fire protection or fire-fighting operations. He may also waive or modify any portion of these Minimum Standards for any person when it is determined that such waiver or modification is in the best interest of the City of Clovis and will not result in unjust discrimination among commercial operators at the Airport.

**1-3. Enforcement by City of Clovis** – City of Clovis Sheriff Department, Police Department as well as State Police and other representatives as designated by the Airport Director are empowered to require compliance with these Standards.

**1-4. Previous Standards** – These Minimum Standards supersede and cancel all previous related documents for Clovis Municipal Airport as set forth by the Airport Director.

**1-5. Special Regulations, Notices or Directives** – Special notices, memorandums or directives of interest to persons engaged in business with the City of Clovis, shall be issued under the authority of these Minimum Standards.

**1-6. Violation of Standards** – Any person who knowingly or willfully violates any standard prescribed in this document or any order of instruction issued by the Airport Director or his representative, authorized herein may be removed or rejected from the Airport and its facilities, if it is determined by the Airport Director that such denial is necessary under the circumstances.

**1-7. Validity** – Voiding of any particular standard contained herein shall not affect the validity of the remainder of these Minimum Standards. Any activities for which there are no specific minimum standards set forth herein shall be subject to such standards and provisions as are developed by the Airport Director on a case-by-case basis and set forth in such commercial operator's written lease.

## **Section 2. Definitions**

Terms used in these Minimum Standards are defined below. Words relating to aeronautical practices, processes and equipment will be construed according to their general usage in the aviation industry, unless a different meaning is apparent from the context or specifically defined otherwise. All other words will be construed to their common literal meaning.

*Airport* - the entirety of Clovis Municipal Airport.

*Airport Director* - the Airport Director (his designee) for Clovis Municipal Airport as assigned by the City Manager for the City of Clovis.

*Aircraft* - vehicle for traveling through the air.

*Aircraft Operations Area (AOA)* - includes aircraft aprons, ramps, taxiways, taxilanes and runways where aircraft movement is expected to occur.

*Airport Tenant* - a person, firm or corporation leasing or using airport property solely for the purpose of storing an aircraft and is not engaged in or providing any aviation related commercial activity or service at the Airport. An airport tenant is not authorized to function as or provide the services of an FBO.

*Building* - the main portion of each structure, all projections or extensions there from, and any additions or changes thereto, and shall include garages, outside platforms, awnings, carports, canopies, eaves, and porches. Paving, ground cover, fences, signs and landscaping shall not be included.

City - the City of Clovis.

Commercial Operator - any person, firm or corporation providing goods or services relating to the operation, maintenance or fabrication of aircraft to others on the Airport, except aviation fuel sales.

CTAF - Common Traffic Advisory Frequency

Fixed Base Operator (FBO) - any person, firm or corporation which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation petroleum products, associated line service, aircraft airframe and/or engine repair and a minimum of two (2) of the following: flight instruction, aircraft rental/sales, air taxi, aircraft charter operations, avionics, instrument or propeller repair, or aircraft storage.

Ramp/Apron - paved area suitable for aircraft parking.

### **Section 3. General Requirements**

**3-1. Application** – Any person, firm or corporation wishing to perform commercial aeronautical activities shall submit an application, in writing, to the Airport Director, Airport Board and City Commission, who must approve or deny it. The application shall include the following information:

- A. Name and address;
- B. Proposed date for commencement of operations;
- C. Services to be offered;
- D. Amount, size, location of land to be lease;
- E. Description of buildings and improvements to be constructed or leased;
- F. Number of aircraft provided;
- G. Number of personnel to be employed;
- H. Hours of proposed operation;
- I. Intent to comply with City insurance requirements;
- J. Evidence of financial responsibility from a bank or from such other source that may be readily verified through normal banking channels;
- K. Evidence of financial capability to initiate operations and for the construction of buildings or improvements, and the ability to provide working capital to carry on the contemplated operation, once initiated;
- L. Statement of past experience in the specified aviation services proposed to be provided at the Airport together with a statement setting forth personnel to be used for the operations and the experience of said personnel.

**3-2. Processing; denial** – The Airport Director shall be responsible for processing the application. The City Attorney will prepare a lease agreement for

space necessary to conduct activities at the Airport. The Airport Director, Airport Board or City Commission may deny any application if they determine that:

- A. The applicant does not meet the qualifications and standards set forth in the Rules and Regulations, or these Minimum Standards;
- B. The proposed activities are likely to create a safety hazard at the Airport;
- C. The activities will require the City to expend funds or to supply labor or materials as a result of the applicant's activities, or will result in a financial loss to the Airport;
- D. No appropriate space or land is available to accommodate the proposed activities;
- E. The proposed activities are not consistent with the Airport's Master Plan and/or Airport Layout Plan;
- F. The proposed activities are likely to result in a congestion of aircraft or buildings, a reduction in Airport capacity, or an undue interference with Airport operations or the operations of any existing users at the Airport;
- G. The applicant or any of its principals has knowingly made any false or misleading statements in the application process;
- H. The applicant does not have the technical capabilities, experience or financial resources to properly conduct the proposed activities;
- I. The applicant has not submitted appropriate documentation supporting the proposed activity as outlined in Section 3-1.

**3-3. Appeal Process** – The applicant shall have the ability to appeal the denial of an application by the Airport Director, subject to the following provisions:

- A. Providing written notice of appeal to the Airport Director within ten (10) days of said denial.
- B. The notice of appeal will be forwarded to the Airport Board and considered for review by the City Commission.
- C. Applicant shall be notified in writing of the date of the scheduled appeal review.
- D. Applicant shall be present at the appeal review to defend the application. If applicant is not present, the Airport Director's denial shall remain unchanged.

- E. The Airport Board and/or City Commission shall render its decision in writing within ten (10) calendar days of the conclusion of the hearing and the decision shall be final as to the denial or approval of the application.

**3-4. Written Contract** – Any person, firm or corporation capable of meeting the Minimum Standards set forth herein for a Fixed Base or Commercial Operator is eligible to become a Fixed Base or Commercial Operator at Clovis Municipal Airport, subject to the execution of a written lease for not less than five (5) years containing such terms and conditions as may be determined by the City Commission. An exception to this is the duration of airline agreements which may be for a period of 2 years. A Fixed Base or Commercial Operator shall not engage in any business or activity on the Airport other than that authorized under his particular category. Any Fixed Base or Commercial Operator desiring to extend his operation by expansion or sublease into more than one category or to discontinue operations in a particular category, shall first apply in writing to the Airport Director for permission to do so, setting forth in detail the reasons and conditions of the request. The City Commission, with input from the Airport Board, shall then grant or deny the request on such terms and conditions as the Commission deems to be prudent and proper under the circumstances. Each Fixed Base or Commercial Operator shall provide his own buildings, personnel, equipment, and other requirements as herein stated upon leased lands from the City of Clovis. A Fixed Base or Commercial Operator may utilize a City owned building if one is suitable for such a business and is available for lease.

**3-5. Maintenance** – All operators shall be required to maintain their leased property in a condition of repair, cleanliness and general maintenance in a manner acceptable to the Airport Director, in accordance with their lease agreements and free from all hazards.

**3-6. Improvements** – Before any operator makes any changes, improvements, additions, removal to any real property, appurtenances, or signs thereof, shall, before the fact, notify the Airport Director, who will in turn approve or disapprove the improvement(s).

**3-7. Fire Equipment** – All operators shall supply and maintain such adequate and readily accessible fire extinguishers as are required and approved by the City of Clovis Fire Marshal for the particular hazard involved.

**3-8. Damages** – All operators shall be fully responsible for all damages to building, equipment, real property and appurtenances in the ownership or custody of Clovis Municipal Airport. Property damage caused by negligence, abuse or carelessness on the part of their employees, agents, customer, visitors, suppliers or persons with whom the operator may do business will be the responsibility of the operator.

### **3-9. Prohibited Activities**

- A. No residential domicile may be established anywhere on Airport premises unless approved by the Airport Director, Airport Board and City Commission.
- B. No non-aeronautical operators are allowed within the AOA.
- C. No personal vehicles are allowed on the AOA without approval from the Airport Director or FBO.
- D. Ramp speed must not exceed 15 mph.
- E. Any vehicle operating on the runways or taxiways must be equipped with 2-way radio communication with Airport Operations and aircraft operating within the Airport environment via the Airport's CTAF frequency.
- F. Parking is reserved for working, registered vehicles only. Pilots or passengers leaving vehicles in public areas at the Airport for more than 3 days, must notify the FBO. Otherwise, abandoned vehicles may be towed after three (3) days at the owner's expense.

**3-10. Pets** – Pets must be accompanied on a leash within airport grounds and/or confined within a leased building or outside of the aircraft operations area.

## **Section 4. Minimum Standards for Fixed Based Operators**

A Fixed Base Operator (FBO) is defined as any person, firm or cooperation performing as a fuel dealer by furnishing ramp service and the sale of aviation petroleum products.

### **4-1. General**

Any Fixed Base Operator shall satisfy the Airport Director, Airport Board and City Commission that it is technically and financially able to perform the services of a Fixed Base Operator. This shall include the responsibility of demonstrating continued financial solvency and business ability by submitting balance sheets, credit references and any other proof that the lessor may require.

Any Fixed Base Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office, when appropriate, a paved aircraft apron with tie-down facilities within the leased area sufficient to accommodate the activities being performed. Sufficient hard surface and on-site automobile parking space shall also be provided.

All construction required of such operators shall be in accordance with design and construction standards established by the City of Clovis for the facility or activity involved. Title to any and all buildings and appurtenances, which may be built on City property, shall revert to the City of Clovis when the subject lessee vacates the

lease for any reason, or at the end of the lease period. All operators shall be required to furnish the City of Clovis payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such operator and the City of Clovis. No commercial operator shall do or permit to be done anything that may interfere with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection system, sprinkler system, alarm/security system or fire hydrant and hoses.

The rates and charges for any and all activities and services for such operators shall be determined by the operators and subject to the requirement that all such rates and charges shall be reasonable and be equally and fairly applied to all users of the services. All rates and charges established by an operator shall be communicated to the Airport Director.

All operators at the Airport shall be financially sound and progressive business enterprises, with adequately manned and equipped facilities, and who observe normal or specifically required business hours.

In the event the operator becomes insolvent, or the subject of any kind or chapter of bankruptcy proceeding, or if a receiver, assignee, or other liquidating officer is appointed for the business, the City of Clovis may cancel the lease at the City's option based upon the terms stated in the lease.

All Fixed Base Operators shall, at their own expense, pay all taxes and assessments against any building or other structures placed on the premises by them as well as all taxes and assessments against the personal property used by them in their operations.

A Fixed Base Operator means a person engaged in a wide range of commercial aeronautical activities on Airport property including, at a minimum, the following:

- A. Aircraft fueling and lubrication;
- B. Aircraft line services;
- C. Major aircraft maintenance and repair services;
- D. Aircraft storage, parking, and tiedown;
- E. Retail sale of aircraft parts and accessories; and
- F. Provision of customary facilities, amenities, and ancillary services to general aviation users including, at a minimum, the following: public restrooms, telephones, passenger waiting areas/lounges, conference rooms. Crew member lounges, and weather briefing/flight planning services.

A Fixed Base Operator shall comply with all of the standards and requirements contained in this article. In addition, an FBO may engage in any general aviation specialty service activity identified below upon meeting all standards identified for the specific activity.

Services described in Sections 4-3 through 4-12, are not limited to FBOs. Other commercial operators may apply for approval to provide these services.

**4-2. Aircraft Fuels and Oil Dispensing Service** – Only an FBO and City of Clovis may dispense fuel for resale at the Airport. Any FBO proposing to engage in the retail sale of aircraft fuels and oils must lease and/or provide as a minimum the following:

- A. Land – The leasehold shall contain adequate square footage of land to provide space for building, aircraft parking area equipped with four (4) tie downs and dispensing equipment
- B. Buildings - Lease or construct a minimum of 1,000 contiguous square feet of properly lighted, air-conditioned and heated floor space for office, public lounge, and restroom.
- C. Personnel – Properly trained personnel on duty during normal operating hours. Personnel must be adequately trained to operate fuel dispensing equipment in accordance with all applicable local, state and federal laws.
- D. Services – Fuel, park and tie down, oil, inflate tires, emergency starting equipment, fire extinguisher, portable pressure tanks, towing equipment, and office space.
- E. Fuel – The operator must provide at least two (2) grades of aircraft fuel, including standard Avgas (i.e. 100LL-octane) and Jet A.
- F. Fuel Dispensing Equipment – Two (2) metered filter-equipped dispensers fixed or mobile for dispensing two (2) grades of fuel. Separate dispensing pumps and meters for each grade of fuel are required.

Mobile dispensing trucks, if used, shall have a minimum capacity of 600 gallons for Avgas and 2,000 gallons for Jet A. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA, New Mexico Environment Department, and National Fire Protection Association (NFPA) recommendations, requirements and regulations.

**4-3. Hangar Leasing Services** – Hangar leasing services involves the business of leasing, renting or licensing hangars/shade hangars to aircraft owners or operators solely for aircraft: storage purposes. A hangar leasing services operator may engage in the business of constructing and operating hangars and shade space to be leased. A hangar leasing services operator shall comply with the following:

A hangar leasing services operator shall lease sufficient land to accommodate the proposed number of hangars based on the following.

- A. The FAA has established minimum standards for hangars/shade hangars for the storage of aircraft: as follows: 2,500 square feet for jet aircraft, 2,000 square feet for turboprop and twin engine aircraft, and 1,000 square feet for single-engine aircraft and helicopters.
- B. The construction plans and specifications for any hangars to be constructed, including minimum hangar sizes and architectural design plans, are subject to the written approval of the City.
- C. A hangar services operator leasing, renting or licensing hangars in its operations shall maintain the types and amounts of insurance required by Section 5 for any of its activities which may be covered by such insurance.
- D. A hangar leasing services operator's hangars shall include at least two (2) indoor restrooms for each thirty (30) hangar/shade facilities for the use by operator's lessees, and appropriate office and lounge areas for the operator's employees. Requirements for providing restrooms may be met through facilities available at the Fixed Base Operator, terminal building, airport administration building, or other public buildings.

**4-4. Aircraft Brokerage** – Any operator desiring to engage in the brokerage of new or used aircraft must provide as a minimum the following:

- A. Land – The leasehold shall contain adequate square footage of land to provide space for building, storage of aircraft and display as dictated by expected on-site inventory.
- B. Personnel – One (1) person having a current commercial pilot certificate with rating appropriate for the types of aircraft to be demonstrated.
- C. Dealerships – New aircraft dealers shall hold an authorized factory or sub-dealership license. All aircraft dealers shall hold a dealership license or permit if required by the state.
- D. Aircraft – A dealer of new aircraft shall have available or on-call one (1) current model demonstrator.
- E. Services – A dealer of new aircraft shall provide for adequate parts and servicing of aircraft and accessories during warranty periods.

**4-5. Aircraft Rental** – Any aircraft rental operator must provide as a minimum the following:

- A. Land – The leasehold shall contain sufficient square footage of land to provide space for aircraft parking.

- B. Aircraft – Aircraft must be airworthy and owned or leased in writing to the operator. Records of airworthiness and maintenance must be made available to renter.

**4-6. Flight Training** – Any operator proposing to engage in pilot flight instruction shall provide as a minimum the following:

- A. Personnel – One (1) person properly certified by the FAA as a flight instructor to cover the type of training offered.
- B. Aircraft – One (1) airworthy aircraft owned or leased in writing to the operator. Aircraft shall be properly certified and equipped for the type of flight instruction offered.

**4-7. Airframe and/or Powerplant Repair** – Any operator proposing to engage in airframe and/or powerplant repair service must provide as a minimum the following:

- A. Land – The leasehold shall contain sufficient square footage to provide space to accommodate parking for at least one (1) aircraft and building.
- B. Buildings – Lease or construct building that will provide adequate area to service aircraft undergoing maintenance.
- C. Personnel – One (1) person properly licensed by the FAA as an airplane mechanic with ratings appropriate for work being performed.
- D. Equipment – Sufficient equipment, tools, supplies and availability of parts to perform maintenance in accordance with manufacturer's recommendations or equivalent.

**4-8. Air Taxi Service** – Any operator proposing to engage in air taxi service must hold an FAA Air Taxi Commercial Operator's Certificate with ratings appropriate to function, and provide as a minimum:

- A. Land – The leasehold shall contain sufficient square footage of land to provide space and buildings to accommodate intended level of operations at the Airport.
- B. Buildings – Make satisfactory arrangements for checking-in passengers, handling of luggage, ticketing, ground transportation, and other related activities within the terminal building or other facility. Air-conditioned space with restrooms and seating must be provided to passengers.
- C. Personnel – One (1) person properly certified by the FAA as a commercial pilot who is appropriately rated to conduct the air taxi service offered.

- D. Aircraft – One (1) four-place aircraft, owned or leased in writing to the operator, meeting all the requirements of the Air Taxi/Commercial Operator Certificate held. Requires instrumentation capability under FAR Part 135.

**4-9. Radio, Instrument, Avionics or Propeller Repair Service** – Any operator proposing to provide radio, instrument, avionics or propeller repair service must hold a FAA Repair Station Certificate and ratings for it and provide as a minimum the following:

- A. Land – The leasehold shall contain sufficient square footage of land for building.
- B. Buildings - Lease or construct building which will accommodate service for intended aircraft.
- C. Personnel – One (1) person properly certified by FAA as a repairman qualified in accordance with the terms of the Repair Station certificate.

**4-10. Specialized Commercial Flight Services** – A specialized commercial air activity is any person, firm or corporation performing aircraft support services or providing the use of aircraft for, but not limited to, the activities listed below:

- A. Non-stop, sight-seeing flights; Aerial photography or survey;
- B. Banner towing and aerial advertising;
- C. Fire fighting or fire patrol;
- D. Power line, underground cable, or pipe line patrol;
- E. Any other operations specifically excluded from FAR Part 135 or directly related to aircraft support or transportation.

Any operator proposing to engage in specialized commercial air activities including but not limited to those listed above shall provide as a minimum the following:

- A. Land – The leasehold shall contain sufficient square footage of land for aircraft parking and tie downs.
- B. Buildings – Lease or construct building which will accommodate aircraft intended for use in the service
- C. Personnel – One (1) person properly certified by the FAA as a commercial pilot with appropriate ratings for the aircraft to be flown.
- D. Aircraft – One (1) airworthy aircraft owned or leased to the operator.

- E. Hours of Operation – The hours of operation shall be at the operator's discretion, but should be reasonably available to the public.

**4-11. Flying Clubs** – A Flying Club is any person, firm or cooperation engaged in ownership or lease of aircraft that provide flying services only to its members. Any flying club proposing to base their operation at the Airport must comply with the applicable provisions in these Minimum Standards. However, they shall be exempt from regular Commercial Operator requirements upon satisfactory fulfillment of the conditions listed below:

- A. Club must be a non-profit corporation or partnership organized for the expressed purpose of providing its members with aircraft for their personal use.
- B. Each member must be a bona fide owner of the aircraft, a stockholder in the corporation or a partner in the partnership.
- C. The club nor any member may derive a profit from the operation, maintenance, or replacement of its aircraft. Club aircraft may not be used by other than members for rental, and by no one for commercial operations.
- D. Flight instruction may be given in club aircraft provided that the instructor is authorized to provide flight training and is a member of the club and who shall not receive remuneration in any manner for such service.

The flying club shall file with the Airport Director a copy of its by-laws, rules, articles of association, partnership agreement or other documentation supporting its existence; shall keep current with the Airport Director a roster or list of members, including the names of the officers and director; evidence that ownership of the club aircraft is vested in the club; investment share held by each member to be revised on a semi-annual basis; number/type aircraft.

The club shall maintain a set of books showing all club income and expenses. These books shall be available for inspection by the Airport Director. The club must also provide as a minimum the following:

- A. Land – The leasehold shall contain sufficient square footage of land for building, aircraft parking or tie downs.
- B. Personnel – If the operator conducts flight training, it shall have in its employ or as a member sufficient flight instructor who have been properly certificated by the FAA.
- C. Aircraft – One (1) certificated and airworthy aircraft owned or leased in writing to the operator.

**4-12. Commercial Flying Club** – A Commercial Flying Club is any person, firm or cooperation engaged in the ownership or lease of aircraft and providing flying

services for its members and others but which does not meet requirements for Flying Club as define above in Section 4-11. Any operator establishing a commercial flying club at the Airport must provide as a minimum the following:

- A. Land – The leasehold shall contain sufficient square footage of land for building, aircraft parking or tie downs.
- B. Personnel – If the operator conducts flight training, it shall have in its employ or as a member sufficient flight instructor who have been properly certificated by the FAA.
- C. Aircraft – One (1) certificated and airworthy aircraft owned or leased in writing to the operator.

## **Section 5. Minimum Standards for Commercial Operators**

A Commercial Operator is defined as any person, firm or corporation providing goods or services relating to the operation, maintenance or fabrication of aircraft to others on the Airport, except aviation fuels sales. This includes services detailed in Sections 4-3 to 4-12 above. No person, firm or corporation shall engage in any commercial activity unless done in full compliance with the standards herein.

### **5-1. General**

Any commercial operator shall satisfy the Airport Director, Airport Board and City Commission that it is technically and financially able to perform the services of a commercial operator. This shall include demonstrating financial solvency and business ability by submitting balance sheets, credit references and other proof that the lessor may require.

Any commercial operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office. When appropriate, a paved aircraft apron with tie-down facilities and auto parking within the leased area sufficient to accommodate the activities being performed.

All construction required of such operators shall be in accordance with design and construction standards required of such established by the City of Clovis for the facility or activity involved. Title to any and all buildings and appurtenances, which may be built on City property, shall revert to the City of Clovis when the subject lessee vacates the lease for any reason, or at the end of the lease period. All operators shall be required to furnish the City of Clovis payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such operator and the City of Clovis.

All operators at the Airport shall be financially sound and progressive business enterprises, with adequately manned and equipped facilities, and who observe normal or specifically required business hours. In the event the operator becomes

insolvent, or the subject of any kind of chapter of bankruptcy proceeding, or if a receiver, assignee, or other liquidating officer is appointed for the business of the operator, the City of Clovis may cancel the lease, at the City's option, upon giving written notice to the operator.

All commercial operators shall, at their own expense, pay all taxes and assessments against any building or other structures placed on the premises by the operator as well as all taxes and assessments against the personal property used by their operations.

## **5-2. Multiple Commercial Aeronautical Activities**

A multiple commercial aeronautical activity business is any person, firm or cooperation performing any combination of commercial aeronautical activities listed in this chapter. Whenever a commercial operator conducts multiple activities pursuant to one lease agreement, such commercial operator must comply with the minimum standards set forth herein for each separate activity being conducted. If the minimum standards for one of the commercial operator's activities are inconsistent with the minimum standards for another of the commercial operator's activities, then the more demanding minimum standards which are most beneficial to the City and/or are most protective of the public's health, safety and welfare, shall apply. Any operator proposing to offer a combination of commercial aeronautical activities must provide the following:

- A.** Land – The leasehold shall contain sufficient square footage of land for specific use area requirements. Specific use spaces need not be additive where the combination use can be reasonably and feasibility established.
- B.** Buildings – Lease or construct building, which will provide proper area for aircraft storage and customer interaction. Repair stations must provide shop and hangar space as required by FAA Repair Shop Certification.
- C.** Personnel – Multiple responsibilities may be assigned to personnel to meet the requirements for all activities.
- D.** Aircraft – All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made for all aircraft to meet these requirements.
- E.** Equipment – All equipment required for activity must be provided.
- F.** Services – All services required for each activity must be provided during the hours of operation.
- G.** Hours of Operation – The hours of operation shall adhere to the operating schedule as required for each activity.

**5-3. Insurance Requirements** – Each commercial operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business to be conducted:

**Schedule of Minimum Insurance Requirements for  
Liability Coverage for Premises, Operation and Products**

<p><b>Fixed Base Operator (FBO)</b> Commercial general aviation liability policy with coverage for premises, operation and products.</p>	<p>\$1,000,000 Combined Single Limit (CLS)</p>
<p><b>Aircraft Fueling (Self-Service)</b> Individuals – liability and clean-up coverage Corporation – liability and clean-up coverage</p>	<p>\$1,000,000 CLS \$4,000,000 CLS</p>
<p><b>Airframe and Powerplant Repair, Avionics, Instrument, or Propeller Repair</b> Commercial general aviation liability policy with coverage for premises, operation and products.</p>	<p>\$1,000,000 CLS</p>
<p><b>Air Taxi and Charter</b> Commercial general aviation liability policy with coverage for premises, operations and products.  Aircraft liability with coverage for bodily injury and property damage including passengers.</p>	<p>\$1,000,000 CLS  \$1,000,000 CLS</p>
<p><b>Aircraft Rental and Flight Training</b> Commercial general aviation liability policy with coverage for premises, operations and products.  Aircraft liability with coverage for bodily injury and property damage including passengers.  Student and renters liability</p>	<p>\$1,000,000 CLS  \$1,000,000 CLS  \$1,000,000 CLS</p>
<p><b>Clubs</b> Commercial general aviation liability policy with coverage for premises, operations and products.</p>	<p>\$1,000,000 CLS</p>
<p><b>Hangar Operations</b> General Liability Policy</p>	<p>\$1,000,000 CLS</p>

In addition to the types and amounts of insurance required, each commercial operator shall at all times maintain such other insurance as the City's risk management director may reasonably determine to be necessary for such commercial operator's activities. Additional insurance requirements will be detailed within the tenant lease and will supersede these minimum requirements.

**5-4. Indemnification** – All FBOs, Commercial Operators and Tenants shall secure public liability and property damage insurance in which the City of Clovis shall be named as an insured prior to commencement of operation. The policies of insurance shall be maintained in full force and effect during the term of the Lease, or any renewals or extensions thereof. The insurance shall protect the City against any and all liability for death, injury, loss or damage for activities and concessions granted to the Operator. Such policy (policies) shall be for not less than the amount of the existing New Mexico Tort Claims limit and shall be placed with a company authorized to do business in the State of New Mexico. Minimum policy limits may be adjusted or increased in the future based on changes to the New Mexico Tort Claim Act and adopted by the City. Proof of insurance of all such policies shall be furnished on a timely basis to the Airport Director and shall be held for the benefit of the parties. The insurance company shall notify the City of any changes or cancellation of the policy (policies). The amounts of insurance shall not be deemed a limitation on the Operator to save and hold the City and Airport harmless, and if the City/Airport becomes liable for an amount in excess of the insurance, the Operator will save and hold the City/Airport harmless for the whole amount thereof.

**5-5. Penalties** – Violation of any of the terms, conditions, requirements, standards, or prohibitions of this regulation by a person or entity that does not have a current concession agreement with the City shall be punished in accordance with Clovis City Code Section 16.04.420.

Violation of any of the terms, conditions, requirements, standards, or prohibitions of this regulation by a person or entity that has an existing concession agreement with the City may be punished in accordance with Clovis City Code Section 16.04.420, as provided in the default provisions of the concession agreement, or both, cumulatively.

Each day a violation continues to exist shall constitute a separate offense.