



**Airport Advisory Board
January 8, 2018
4:30 p.m.
Commission Room
201 W. Chaco, Aztec, NM 87410**

- I. Call to Order**
- II. Approval of Minutes**
 - A. January 25, 2017
- III. New Business**
 - A. FAA Approval Requirements
 - B. Wings & Wheels and City of Aztec Agreement
 - C. Airport I CIP
 - D. Discussion of Board Positions
 - E. Discuss Board Meeting Dates for FY18
- IV. Old Business**
 - A. Updates
- V. Items from the floor**
 - A. Next meeting April 2, 2018
- VI. Adjournment**

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 Manager's Office at 334-7600 prior to the meeting so that arrangements can be made.

Note: A final agenda will be posted 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410



**Aztec Municipal Airport (AMA)
Advisory Board Minutes for
25 January 2017**

- I. The meeting was called to order at 5:05 p.m. at Aztec City Hall by Josh Ray. Members present were Josh Ray, Commissioner Sheri Rogers, Dale Rhodes, and Jason Walkinshaw. Members not present were Andrew Glinn, Doug Beery and Kevin Neville.

- II. A motion was made by Dale Rhodes and seconded by Jason Walkinshaw to approve the minutes of the 11 July 2016 meeting. All voted in favor, motion passed 4-0.

- III. **Project updates**
 - a. Josh Ray updated that the tarmac project is moving along on schedule. Staff expects the demolition to begin in March and the construction to get underway soon thereafter.

 - b. Josh Ray updated that the Fuel Farm has been completed and that all fuel sales will go thru the new fuel system. The final contractor check list has yet to be completed.

 - c. Josh Ray discussed the desire to purchase/build new hangers at the airport. There has been significant interest in new pilots locating their airplanes at AMA but AMA does not have any additional hanger space. Dale Rhodes stated that we could use both T-hangers and larger hangers.

 - d. Josh Ray proposed the following dates at the meeting dates for 2017:

April 3 at 4:30 p.m.
July 3 at 4:30 p.m.
October 2 at 4:30 p.m.

Jason Walkinshaw stated that the July 3rd meeting may be difficult for people to attend.

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IV. Request from Troy Bible for Wings and Wheels

Troy Bible was present to request a sole operator's agreement with the City of Aztec for 2017. Mr. Bible stated that he would like to host two events this year (May5-7 and September 22 -24) at the Airport. He stated that he has concerns other will begin to request using the Airport for their events and it could impact the two events he has scheduled. Josh Ray stated that this is something the City could consider similar to how the Motor cross track operates.

Josh Ray stated that he would check with the City procurement staff to see how to proceed with this request.

A motion was made by Josh Ray and seconded by Sheri Rogers to recommend to City Commission the approval of an agreement between Aztec Municipal Airport and Troy Bible to be the sole operator for 2017 at the Airport. All voted in favor and the motion passed 4-0.

V. Items from the floor

Dale Rhodes stated that the current weed spraying contract does not seem to be effective. Jason Walkinshaw stated that T&R does a good job and suggested we contact them next year for a proposal.

Josh Ray stated that the Board should schedule a planning session soon to discuss the future development plans for the Airport.

VI. Adjournment

Sheri Rogers made the motion and Dale Rhodes seconded to adjourn the meeting. The meeting was adjourned at 5:35 p.m.

MINUTES APPROVED October 23, 2017

/S/ Chair/Vice Chair

/S/ Sherlynn Morgan, Minute Taker

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AGREEMENT BETWEEN AZTEC WINGS & WHEELS
AND THE CITY OF AZTEC

This Agreement, made and entered into this _____ day of August, 2017, by and between the CITY OF AZTEC, NEW MEXICO, a municipal corporation, party of the first part, herein after referred to as CITY and AZTEC WINGS & WHEELS a for-profit Organization, party of the second part herein after referred to as WW.

WITNESS:

That for and in consideration of the rentals herein after reserved and the covenants and promises herein after contained, CITY does herein demise, let and lease unto WW all that certain described property situate and being in the County of San Juan, State of New Mexico, more particularly described as the Aztec Municipal Airport :

For a primary term of (3) years, with the right and option for an additional three (3) year term upon WW giving the CITY written notice of said option to renew on or before thirty (30) days from the expiration of the primary term and after review on a yearly basis. It is understood and agreed if the city can derive a more beneficial use of said land or to conform the use of said land to its airport program, it shall have the right and option to terminate upon 120 days notice.

CITY agrees and covenants with WW that WW shall quietly enjoy and demise premises, subject, however, to the following terms and conditions:

1. Any and all charges for the telephone, electricity, gas, water and upkeep expenses used upon the demised premises and WW further agrees that it will not cause or permit any lien of any kind whatsoever to be levied upon, claimed against or to remain unpaid against the demised premises or any of the property of WW placed therein, and in the event of any such lien, CITY may at its election pay such charges and in that event WW agrees to repay the same on demand.
2. All improvements made by WW, are considered as becoming part of the realty, shall upon the expiration or termination of this agreement, be treated as part of the real estate and shall revert to city without cost.
3. WW agrees to indemnify and hold harmless, at all times, City of Aztec from any and all liability arising out of or connected with the use or occupancy of the demised premises or any part thereof and will deposit with the city managers proof of said indemnity in the form of a valid and existing policy of insurance for each event sponsored by WW, annually policy will be at least the amount stated in the New Mexico Tort Claims Act. The City of Aztec must be named as additionally insured on the policy
4. WW agrees to keep the premises in a manner that will conform to all environmental and health regulations, including restrooms, at their own expense. WW shall do such spraying, cleaning or other acts as required to keep the premises free of flies, rodents, trash, and noxious conditions.

5. This agreement shall be terminated and cancelled by the CITY at its election, for any violation by WW of any of the covenants, promises or conditions hereof by it to be performed.
6. CITY shall, at all times, be privileged to sell the demised premises and/or to assign this agreement itself, subject to the rights of WW as set forth herein.
7. Both Parties agree that this lease is only for the days that WW holds actual events. A schedule of events will be provided to the CITY on an annual basis. WW agrees to hold this property for general and public use, subject to the stipulations contained in that certain grant, patent or deed from the United States Government to the city of Aztec covering the above-described real estate.
8. WW may assign this agreement to any formal incorporation or association or its present membership for event use, only with prior written consent of CITY, but shall have the right to assign this agreement or any portion thereof to any other party, corporation or association. WW does specifically agree that at any time that its association fails to continue sponsoring events that this agreement will terminate. WW shall provide current phone numbers and addresses for board members annually.
9. WW further agrees that if CITY shall employ an attorney to represent it in regard to any proceeding or controversy connected with or arising out of this agreement or the performance thereof or the enforcement of any of the provision hereof, WW shall pay all reasonable attorney fees incurred by CITY in addition to the sums otherwise provided for herein.
10. This agreement shall be deemed to supersede all prior written and oral agreements and undertakings of the parties hereto.
11. Except as otherwise provided herein, this agreement shall insure to the benefit of and be binding upon the parties hereto, their successors and assigns forever.
12. Any and all notices provided for under this agreement shall be in writing and addressed to the parties at the following address:

City of Aztec
201 West Chaco St.
Aztec NM 87410

AZTEC WINGS & WHEELS
Attn: Troy Bihle
610 NE Aztec Blvd.
Aztec, NM, 87410

13. WW shall make no alteration, addition or improvement to the premises without the prior written consent of the City of Aztec, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have hereunto set the hands of their proper officers and their official seals of the day and year in this agreement first above written.

**The City of Aztec, New Mexico
"City"**

**AZTEC WINGS & WHEELS, For-Profit
Organization
"WW"**

Sally Burbridge, Mayor

Troy Bible, Owner

ATTEST:

Karla Saylor, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

5 Year Capital Improvement Plan (CIP)

N19 AZTEC MUNICIPAL AIRPORT		Federal Share		CIP START YEAR: 2019						
Version 1 - multi-year projects costs in year required		90.00%		Instructions						
2016 Entitlement Balance (Expires FY19) \$150,000 2017 Entitlement Balance (Expires FY20) \$150,000 2018 Entitlement Balance (Expires FY21) \$150,000 2019 Entitlement (for planning purposes through 2024)		Show all planned AIP eligible projects (not just AIP funded projects) For AIP-MY, show est. cost in initial year & list project in following year(s) w/ \$0 Submit CIP to the ADO as a PDF file dated with signature.								
Fed FY	Entitlement Available	Funding Source	ODO Project Component/Phase	Estimated Cost	Funding Plan			Match Funding Sources		
					Entitlement	Additional AIP	Other	Match	State	Local
2018	\$300,000	AIP	Airport Action Plan Update	\$100,000	\$90,000			\$10,000	\$5,000	\$5,000.0
		AIP-MY	Runway 8-26 Lighting & Visual Aids - Design & DBE Program Update	\$115,000	\$103,500			\$11,500	\$5,750	\$5,750.0
	\$106,500	Remaining Funds	2019 Annual Subtotals:	\$215,000	\$193,500			\$21,500	\$10,750	\$10,750
2019	\$256,500	AIP-MY	Runway 8-26 Lighting & Visual Aids - Construction	\$250,000	\$225,000			\$25,000	\$12,500	\$12,500.0
		AIP	Runway 8-26 Pavement Maintenance	\$75,000	\$31,500	\$36,000		\$7,500	\$3,750	\$3,750.0
		Remaining Funds	2020 Annual Subtotals:	\$325,000	\$256,500	\$36,000		\$32,500	\$16,250	\$16,250
2020	\$150,000	AIP-MY	BLM Land Acquisition - Phase 1 Environmental Assessment	\$100,000	\$90,000			\$10,000	\$5,000	\$5,000.0
		AIP	AWOS II - Design and Construct	\$200,000	\$60,000	\$120,000		\$20,000	\$10,000	\$10,000.0
		Remaining Funds	2021 Annual Subtotals:	\$300,000	\$150,000	\$120,000		\$30,000	\$15,000	\$15,000
2021	\$150,000	AIP	Reconstruct Airport Paving Apron South, Design & Construct & DBE Program Update	\$415,000	\$150,000	\$223,500		\$41,500	\$20,750	\$20,750.0
		AIP-MY	BLM Land Acquisition - Phase 2 Appraisal	\$50,000	\$45,000			\$5,000	\$2,500	\$2,500.0
	(\$45,000)	Remaining Funds	2022 Annual Subtotals:	\$465,000	\$195,000	\$223,500		\$46,500	\$23,250	\$23,250
2022	\$150,000	AIP-MY	BLM Land Acquisition - Phase 3 Purchase	\$200,000	\$180,000			\$20,000	\$10,000	\$10,000.0
		AIP-MY	T-Hanger Site Development - Phase 1 Design	\$50,000	\$45,000			\$5,000	\$2,500	\$2,500.0
		AIP	Wildlife Hazard Site Visit	\$10,000	(\$75,000)	\$84,000		\$1,000	\$500	\$500.0
		Other								
		Remaining Funds	2023 Annual Subtotals:	\$ 260,000	\$ 150,000	\$ 84,000		\$ 26,000	\$13,000	\$13,000
2023	\$105,000	AIP-MY	T-Hanger Site Development - Phase 2 Construction	\$250,000	\$225,000			\$25,000	\$12,500	\$12,500.0
		Other								
	(\$120,000)	Remaining Funds	2024 Annual Subtotals:	\$ 250,000	\$ 225,000			\$ 25,000	\$ 12,500	\$ 12,500
6 Year CIP Totals:				\$1,815,000	\$ 1,170,000	\$ 463,500		\$ 181,500	\$90,750	\$90,750

FUTURE PERIODS

- AIP-MY** Crosswind Runway - Phase 1 Design & Phase 2 Construction
- Other** SW Hanger Development - Phase 1 Design & Phase 2 Construction
- AIP** Wildlife Control and Perimeter Fence
- AIP** DBE Program Update (combined with an AIP project)

SPONSOR SIGNATURE: Karl Lamb
 FINANCE DIRECTOR

DATE: 11.21.17