

ALAMOSA CITY COUNCIL

Regular Meeting Agenda

Council Chambers
300 Hunt Avenue, Alamosa, CO
August 21, 2019

Mission Statement: We are committed to providing balanced, effective and efficient public services for our residents, visitors and businesses by cultivating a vibrant, resilient and livable city.

Any person needing reasonable accommodation to attend or participate in a public meeting, please contact the Alamosa City Clerk's office by telephone (719) 589-2593, by email cityclerk@ci.alamosa.co.us, in person at 300 Hunt Avenue, or by mail at POB 419, Alamosa, CO 81101.

Council Calendar

7:00 PM - Regular Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. AGENDA APPROVAL

IV. CITIZEN COMMENT

Alamosa City Council welcomes your comments. Citizens wishing to speak may obtain and complete a speaker card through the City Clerk at the start of the meeting.

- A. Audience Comments
- B. Follow-Up

V. CEREMONIAL ITEMS

- A. San Luis Valley Pride Day Proclamation
- B. Presentation of Lifesaving Award to Sergeant Squires

VI. CONSENT CALENDAR A

The Consent Calendar allows multiple actions with one motion. Consent Calendar A contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

- C.7.a. Approve minutes of meeting August 7, 2019
- C.8.a. Receive July 2019 Monthly Reports
- C.8.b. Motion authorizing the Mayor to sign AIP-025 Grant Agreement for the Taxiway A Reconstruction Project.
- C.8.c. Motion authorizing the Mayor to sign FAA grant documents for the 2019 Airport Master Plan Study.

VII. REGULAR BUSINESS

C. Board/Commission Business

1. Alamosa Housing Authority Appointments

D. Business Brought Forward by City Staff

1. Fire

- a. First Reading, Ordinance No. 19-2019, An ordinance approving an intergovernmental agreement with the Colorado Department of Public Safety (Colorado State Patrol) to provide reverse 911 and IPAWS emergency alerts for the Alamosa Police Department and the Alamosa Fire Department

2. City Clerk/Municipal Court

- a. Resolution No. 17-2019, setting ballot titles for 2019 general election

3. City Manager/Legal

- a. Second Reading and Public Hearing, Ordinance No. 18- 2019, an ordinance amending the campaign finance provisions of Chapter 5 of the *Code of Ordinances of the City of Alamosa* to define when a person becomes a candidate and require the filing of a candidate affidavit; and amending the *Code of Ordinances of the City of Alamosa* to change all references to “qualified elector” to “registered elector”
- b. Motion authorizing the City Manager to accept ownership of Locomotive 169 and the B1 from the Alamosa Chamber of Commerce.

E. Committee Reports

F. Staff Announcements

VIII. LOCAL LIQUOR LICENSING AUTHORITY ACTIONS

A. CONSENT CALENDAR B

The Consent Calendar allows multiple actions with one motion. Consent Calendar B contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

- 1. Adopt written findings granting Woody's Q Shack Beer and Wine license

COUNCIL COMMENT

EXECUTIVE SESSIONS

- 1. Executive session pursuant to C.R.S. § 24-6-402(4)(e)(I) to determine positions, develop strategy, and instruct negotiators relating to: development agreement(s) for a hotel on the old Pink Elephant property.

ADJOURNMENT

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:

Council Calendar

ATTACHMENTS:

Description		Type
📎 Council Calendar		Cover Memo

Alamosa City Council Meetings and Events

Updated 8/16/2019

All events are held in Alamosa Colorado unless otherwise noted

CITY HALL IS LOCATED AT 300 HUNT

Date	Time	Event	Location	Additional Information
August 21, 2019	7:00 p.m.	Regular Council Meeting	Council Chambers	
August 24, 2019	11:00 a.m.	SLV Pride Fest 2019	Cole Park	***
August 28, 2019	6:00 p.m.	Public Outreach Meeting RE: Budget/CIP	Recreation Center	
August 30 - Sept. 1, 2019	All day	Early Iron Festival	Cole Park	***
September 4, 2019	6:00 p.m.	Work Session: Presentation of Downtown Design Plan	Council Chambers	*
September 4, 2019	7:00 p.m.	Regular Council Meeting	Council Chambers	
September 6, 2019	5:30 p.m.	Artist Reception	Grove Theatre	***
September 6 - 7, 2019	All day	Artscape/Artwalk/Chalk the Walk events	Downtown	***
September 11, 2019	6:00 p.m.	Work Session: Budget/CIP	Council Chambers	*
September 18, 2019	7:00 p.m.	Regular Council Meeting	Council Chambers	
September 25, 2019	6:00 p.m.	Work Session: Budget/CIP	Fire Training Room	*
September 27 - 28, 2019	All day	Annual Council Retreat	The Windsor, Del Norte	*
October 2, 2019	7:00 p.m.	Regular Council Meeting	Council Chambers	
October 9, 2019	5:30 p.m.	Malm Trail Walk	Malm Trail	*

* Work sessions are informal Council meetings for the purpose of discussion among Council members. No action is taken. The public is invited to attend, but public comment is generally not received unless otherwise noted.

**Sponsored by outside entity. Council members have been invited to attend. Please check with originating entity for registration information

*** Citizens are encouraged to attend this community event

**** This is a purely social event and not open to the public

*****This is a closed session and not open to the public

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

San Luis Valley Pride Day Proclamation

ATTACHMENTS:

Description		Type
▢ SLV Pride Day Proclamation		Cover Memo



Proclamation

Recognizing the first San Luis Valley Pride Day in the City of Alamosa

WHEREAS, Alamosa has a diverse lesbian, gay, bisexual, transgender, and queer (LGBTQ) population and is committed to supporting visibility, dignity and equity for all people in the community; and

WHEREAS, many residents, students, and business owners in Alamosa who contribute to its enrichment are a part of the lesbian, gay, bisexual, transgender, and queer community; and

WHEREAS, everybody should be able to live without fear of prejudice, discrimination, violence and hatred based on race, religion, gender identity or sexual orientation;

NOW, THEREFORE, the City of Alamosa does hereby proclaim **August 24, 2019**, to be

SAN LUIS VALLEY PRIDE DAY

in recognition of the inaugural San Luis Valley PrideFest, and invites all residents of Alamosa and the San Luis Valley to participate in the celebration on that day and to build a culture of mutual respect and understanding.

Given under my hand and seal of the City of Alamosa, Colorado on this 1st day of May, 2019

Ty Coleman, Mayor

Attest:

Holly C. Martinez, City Clerk

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Approve minutes of meeting August 7, 2019

ATTACHMENTS:

Description	Type
☐ Minutes of Meeting August 7, 2019	Minutes

ALAMOSA CITY COUNCIL

Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
August 7, 2019

6:30 PM - Work Session: Housing Authority Applicant Interviews

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The Regular Meeting of the Alamosa City Council was called to order on the above date by Mayor Coleman at 7:00 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

Present at roll call: Mayor Ty Coleman, Councilors David Broyles, Kristina Daniel, Michael Carson, Liz Hensley, Charles Griego, and Jan Vigil. Also present: City Manager Heather Brooks, City Attorney Erich Schwiesow, and City Clerk Holly Martinez.

III. AGENDA APPROVAL

Councilor Griego moved, seconded by Councilor Vigil to approve the agenda as presented. The motion carried unanimously.

IV. CITIZEN COMMENT

Alamosa City Council welcomes your comments. Citizens wishing to speak may obtain and complete a speaker card through the City Clerk at the start of the meeting.

A. Audience Comments

None.

B. Follow-Up

None.

V. CEREMONIAL ITEMS

A. Introduction of Officer Justin Salazar

Chief Anderson introduced Officer Justin Salazar, who was welcomed by Council.

B. National Health Center Week Proclamation

Mayor Coleman read the proclamation and Council presented it to Dr. Stacey Robben, a representative of Valley Wide.

VI. CONSENT CALENDAR A

The Consent Calendar allows multiple actions with one motion. Consent Calendar A contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

Councilor Daniel moved, seconded by Councilor Vigil to approve Consent Calendar A as presented. The motion carried unanimously.

C.2.a. June 2019 Monthly Financial Statements and Expenditure Approval Reports

C.7.a. Approve Minutes of Meeting July 17, 2019

C.8.a. City Manager Employment Agreement

VII. REGULAR BUSINESS

A. Presentations from Outside Agencies

1. LEAD Update

Carey Deacon provided an update to Council regarding the LEAD program.

B. Business Brought Forward by City Staff

1. Public Works

- a. Public Hearing and Second Reading, Ordinance No. 15-2019, an ordinance amending Division 4-2 of Chapter 21 of the *Code of Ordinances of the City of Alamosa* to better understand the application of the housing palette, and to decrease side setback requirements on certain lots in RM and RH zones as set forth in section 21-4-202(b).

Counselor Schwiesow reviewed this ordinance with Council. This ordinance was originally read and approved on July 15, 2019, however, was not published as requested by the Valley Courier, requiring Council to read the ordinance on second reading, for approval again.

Mayor Coleman opened the public hearing at 7:32 p.m. and asked for those wishing to speak on the agenda.

There being no one wishing to speak, the hearing closed at 7:32 p.m.

Councilor Vigil moved, seconded by Councilor Daniel to finally adopt Ordinance No. 15-2019. The motion carried unanimously.

- b. Resolution No. 16-2019 substantial completeness of amended petition to annex Comfort Inn.

Counselor Schwiesow reviewed the resolution with Council.

Councilor Griego moved, seconded by Councilor Vigil to adopt Resolution No. 16-2019. The motion carried unanimously.

2. Finance

- a. Resolution No. 14-2019 amending Ordinance 28-2018 for the 2019 Budget also known as the 2nd Budget Amendment.

Finance Director Judy Kelloff reviewed the budget amendments with Council.

Councilor Daniel moved, seconded by Councilor Hensley to adopt Resolution No. 14-2019 with the change to the water tower expenses coming out of the reserves rather than the Augmentation Plan Financing. The motion carried unanimously.

3. Parks and Recreation

- a. Resolution No. 15-2019, A Resolution authorizing the Mayor to execute all documents associated with the acquisition and preservation of land in the Alamosa Riparian Park

City Manager Heather Brooks provided information to Council.

Councilor Griego moved, seconded by Councilor Daniel to adopt Resolution No. 15-2019. The motion carried unanimously.

4. City Clerk/Municipal Court

- a. Second Reading and Public Hearing, Ordinance No. 17-2019, an ordinance approving an Intergovernmental Agreement with Alamosa County for conduct of the November 5, 2019 Coordinated Election.

City Clerk Holly Martinez reviewed the ordinance with Council.

Mayor Coleman opened the public hearing at 7:57 p.m. and asked for those wishing to speak on this ordinance.

There being no one wishing to speak, the public hearing closed at 7:57 p.m.

Councilor Vigil moved, seconded by Councilor Carson to finally adopt Ordinance No. 17-2019. The motion carried unanimously.

5. City Manager/Legal

- a. First Reading Ordinance No. 18- 2019, an ordinance amending the campaign finance provisions of chapter 5 of the code of ordinances of the City of Alamosa to define when a person becomes a candidate and require the

filing of a candidate affidavit; and amending the code of ordinances of the City of Alamosa to change all references to “qualified elector” to “registered elector”

Counselor Schwiesow provided information to Council regarding this ordinance.

Councilor Hensley moved, seconded by Councilor Daniel to approve Ordinance No. 18-2019 on first reading and set for public hearing on Wednesday, August 21, 2019 at 7:00 p.m. or as soon thereafter as they matter may be heard. The motion carried unanimously.

- b. Motion authorizing the City Manager to sign documents releasing approximately 3 acres of jointly-owned City/County property for the purpose of the construction of a regional animal center

Heather Brooks provided information to Council.

Councilor Daniel moved, seconded by Councilor Hensley to authorize the City Manager to sign documents releasing approximately 3 acres of jointly-owned City/County property for the purpose of the construction of a regional animal center. The motion carried unanimously.

- c. Discussion on Ballot Title for Dedicated Street Sales Tax

Council discussed the option regarding the wording for the ballot title text for the street sales tax.

Councilor Hensley moved, seconded by Councilor Daniel to choose option three for the ballot wording. The motion passed 6 to 1 with Councilor Carson casting the no vote.

C. Committee Reports

Councilor Daniel reported on the Library Board meeting she attended.

D. Staff Announcements

Public Works Director Greg Maggard provided an update regarding the new dump truck addition to their fleet.

VIII. LOCAL LIQUOR LICENSING AUTHORITY ACTIONS

E. Liquor Licensing Items

- a. Needs and Desires Hearing, New Hotel/Restaurant license application by Woody's Q Shack, LLC d/b/a Woody's Q Shack, LLC at 703 Main Street.

Counselor Schwiesow provided background information for the needs and desires hearing for the new license application for Woody's Q Shack at 703 Main Street.

Mayor Coleman opened the public hearing at 8:23 p.m. and asked the applicants to provide their statements for the hearing related to the needs and desires of this license at the location downtown.

Kyle and Michelle Woodward of Woody's Q Shack were present at the hearing. Mr. Woodward provided the following information to City Council:

- Since Woody's Q Shack has been open at the golf course location and holding a liquor license at that location, they have had zero liquor violations.
- They obtained signatures on petitions for the new license at the downtown located which were collected by going door to door and also advertised on social media, having people come to them to sign the petitions as well. They also were present at the Summerfest on the Rio events collecting signatures. Counselor Schwiesow stated the petition documents would be marked as Exhibit A. The applicants stated they collected around 123 signatures on the petitions.
- At the downtown location, they plan to serve SquarePeg and Colorado Farm Brewery beers.
- The applicants stated that the premise was posted noting the public hearing for the original change of location hearing on July 1, 2019 and the amended notice was posted on August 5, 2019 stating that the application was for a new license rather than a change of location. The notice of public hearing was published in the paper on July 26, 2019. The notices were marked as Exhibit B for the original posting and Exhibit C for the amended notice.

Councilor Griego asked the applicant of their schedule for business hours. The applicant confirmed they would be open Tuesday through Saturday from 10:00 a.m. to 8:00 p.m.

Mayor Coleman asked for confirmation of the amount of violations. The applicant confirmed they have had zero violations.

Councilor Hensley asked the applicant to provide information related to training for the liquor license. Mr. Woodward stated that all servers would be TIPS trained. He also stated that he is working with Sheriff Jackson to get an ID reader machine.

Councilor Daniel asked about the sidewalk service area. City Clerk, Holly Martinez, confirmed that the sidewalk service area has been approved by the Public Works department.

The applicant also provided follow up information, stating that customers have asked about the liquor license at this establishment and that restaurants that serve at least beer are more successful than they are without it.

Councilor Daniel asked for confirmation that they would only be serving beer and wine. The applicant confirmed this statement.

Councilor Hensley stated that we are creating a vibrant downtown and this restaurant being there and this license is allowing more options for everyone downtown.

Mayor Coleman invited anyone in the audience to speak in favor or against the license at this time.

Matt Beckner, President of Early Iron, spoke in support of this license stating that the Woodwards are dedicated, professional and as far as the alcohol was concerned, Kyle Woodward would handle it in a responsible manner. He stated this wouldn't be adding liquor to add to the atmosphere but rather to enhance the meal and bring customers in that like to pair the tastings together. He also stated that people wouldn't go there to drink, but to add to the tasting to blend the experience of BBQ. Mr. Woodward handles himself and the public with an impeccable character in the business profession.

There being no one else wishing to speak, the public hearing was closed at 8:34 p.m.

Councilor Griego stated that he appreciates that they have brought the restaurant downtown and occupied a vacant building in which the City is trying to create an atmosphere in the area. It's a great step in that direction and fits into the downtown design.

Mayor Coleman thanked the applicants for what they are doing.

Council Vigil stated that them also moving downtown have allowed them to hire more people and that he can feel the energy in the downtown. He is in support of granting this liquor license.

Councilor Griego moved, seconded by Councilor Vigil to approve the license and direct the City Attorney to prepare the findings granting the license. The motion carried unanimously.

A. CONSENT CALENDAR B

The Consent Calendar allows multiple actions with one motion. Consent Calendar B contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

Councilor Daniel moved, seconded by Councilor Vigil to approve Consent Calendar B as presented. The motion carried unanimously.

1. CWOA Division 3 Chapter Special Events Permit, October 3, 2019.

COUNCIL COMMENT

Councilor Hensley announced her candidacy for City Council in this upcoming election and provided information related to what has happened throughout her four-year term she has served thus far.

Councilor Daniel thanked Council and staff for allowing her to leave the previous meeting when her emergency came up. She also announced her candidacy for the At Large position on City Council in this year's upcoming election.

Councilor Griego stated that he's enjoyed working with both Councilor Hensley and Councilor Daniel.

Councilor Vigils gave thoughts and prayers for Texas and encouraged those to take action to have something done.

Mayor Coleman spoke regarding the meeting he attended with the Denver Post. He also thanked Councilor Hensley for running the last meeting for him while he was out at banking school.

EXECUTIVE SESSIONS

Councilor Daniel moved, seconded by Councilor Vigil to move into executive session (8:46 p.m.) pursuant to C.R.S. § 24-6-402(4)(a), (b) and (e) to discuss acquisition of drainage easement for the Montana Azul park, receive advice from the City Attorney on potential eminent domain claims, and to determine positions and instruct negotiators with respect to both such matters and the contract for reimbursement of the Craft Drive intersection; also pursuant to C.R.S. § 24-6-402(4)(f) for Personnel Matters - evaluation of the City Attorney.

After the executive sessions, no further business will be discussed.

1. Executive session pursuant to CRS § 24-6-402(4)(a), (b), and (e) to discuss acquisition of a drainage easement for the Montana Azul park, to receive advice from the City Attorney on potential eminent domain claims, and to determine positions and instruct negotiators with respect to both such matters and the City's contract for reimbursement of the Craft Drive intersection.
2. Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Attorney - Third Meeting

ADJOURNMENT

When back in regular session, Mayor Coleman affirmed that the Executive Session was held solely for the stated purpose.

The meeting adjourned immediately following the Executive Session.

Holly C. Martinez, City Clerk

Ty Coleman, Mayor

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Receive July 2019 Monthly Reports

ATTACHMENTS:

Description	Type
📎 July 2019 Monthly Reports	Reports

COUNCIL COMMUNICATION

DATE: August 21, 2019	AGENDA NO.	SUBJECT: City Manager Monthly Report for July 2019
Department Head:		
City Manager: Heather Brooks		
PRESENTED BY: Heather Brooks		

The following reports cover the activities of the City's various departments. Below is a statement regarding major issues covered by the City Manager's Office. Additional information is provided in the bi-weekly updates from the City Manager to the Council.

July 2019 Report

- Monthly meeting with Councilor Broyles
- Meetings with Public Works Director
- Coffee with Rhonda Epper, TSJC President
- Healthcare Sector Partnership
- Weekly Leadership Team Meetings
- Bi-weekly meeting with Mayor and City Clerk
- Meeting with HR Manager and City Attorney regarding personnel policies
- Monthly meeting with Councilor Carson
- Monthly meeting with IT Director
- Multiple department budget meetings
- Meeting with Robin Wolff, CDHDC regarding housing opportunities
- Economic Summit coordinating meeting
- Conference call with CDOT regarding Downtown Design Plan
- Call with Aaron Miltenberger, Boys & Girls Club
- Bi-weekly meeting with Public Relations/Project Specialist
- Monthly meeting with Councilor Vigil
- Meeting with Alamosa County and FAA regarding airport property
- Presentation at Colorado Municipal League's Board Retreat
- CML Board Retreat Dinner
- Bi-weekly meeting with Police Chief
- Nuisance Abatement Process meeting
- Art Committee Meeting
- Monthly meeting with Councilor Vigil
- Lunch with Councilor Hensley
- Attended SLV Health Bolos & Boots
- Downtown Plan Advisory Committee meeting
- Update call on animal shelter
- Downtown wayfinding meeting

- Economic Development Committee monthly meeting
- Downtown Plan Public Open House
- Met with Stan Maddux regarding family homestead on the ranch
- Interviews for benefit brokers
- Monthly La Puente Board meeting
- City Services Fair
- Meetings regarding downtown hotel
- Council Candidate Orientation pre-meeting
- LEAD meeting with Clarissa and Carey
- Monthly meeting with Councilor Griego

COUNCIL COMMUNICATION

DATE: August 7, 2019	AGENDA NO.	SUBJECT: PR Specialist Monthly Report for July 2019
Department Head:		
City Manager: Heather Brooks		
PRESENTED BY: Heather Brooks		

July 2019 Report

- 21 Press Releases to Alamosa Valley Courier and Radio Stations
- 46 FB posts to 4,233 Followers with 40,030 reached
- 29 Tweets to 752 Followers with 10.5K impressions
- Instagram: 11 posts; 211 followers
- Weekly Leadership Team meetings
- Bi-Weekly meeting with City Manager
- Budget meeting
- SLV PIO meeting
- Library board meeting
- Senior Center meeting (cancelled July)
- Healthcare Sector Partnership meeting/record minutes
- City Services Fair set up/clean up/photos
- Art Committee Meeting
- ARTscape sculpture uninstall/installation planning
- Art Festival planning and marketing materials
- Alamosa Streets Fund outreach planning and implementation
- Employee BBQ planning
- DOLA grant reporting: Downtown Plan and Washington St.
- SLVDRG grant reporting: ARTscape sculpture purchase

City of Alamosa
Monthly Activities Report
July 2019
Public Works Department

Streets: Continued with daily sweeping operations. Bladed all downtown alleys. Hauled brush from recycle yard to pit (2 days @ 10 hours each day.) Pushed yard waste at pit with dozer. Performed routine maintenance to our equipment. Multiple sign repairs. Conducted Road Closure and Traffic Control for 4th of July Parade. Patched 161 potholes. Pushed piles for 1st Street excavated materials. Continued Concrete Replacement Program. Removed two large stumps from 92 El Rio. Back fill around sidewalks on Church Street, Mullins Avenue and 92 El Rio Drive. Repaired inlet at 92 El Rio. Prep open cuts for asphalt. Patched open cuts with hot mix. Continued identifying and marking soft spots for locates and repairs. Attended Council Work Sessions regarding Street Tax. Worked with GIS Specialist on Streets Committee presentations to Council. Oversee re-construction on First Street Phase III. Painted centerlines. Painted Street Parking. Began painting bike lanes. Picked up sandbags in Downtown around businesses that were in danger of flooding due to heavy rain. Uninstalled multiple art pieces from Downtown. Moved items at Bowling Alley in City ROW to West Side of building. 2 employees and equipment to the City Public Works Fair. Met with PW Director to go over budget. Trimmed a few trees blocking stop signs. Franklin/Brown, Franklin/Berkeley, 12th/Edison. Removed down trees on Second Street between State Avenue and San Juan Avenue. Removed pine trees at First and Victoria for new APD Ramp. Pile Class 5 as it is delivered to 20th Street Yard. Maintained Irrigation water at Blanca Vista Ponds. Assisted Parks and Recreation with stuck backhoe.

Solid Waste: Commercial Waste Hauled totaled 330.28 T.; Residential Waste Hauled totaled 221.97 T. Medical Waste totaled 1.86. T Fourty special pick-ups were completed. Three 96 gal toters, one 64 gal totter and four yard waste toters were delivered. Four toters and five dumpsters were repaired.

Recycling: A total of 82 bales of various materials were made. 70 bales were shipped. A total of 6.8 tons of glass was processed. Land fill savings totaled \$660.92. Four Yard Waste toters delivered.

Building Inspection: Seven building permits were issued for a total valuation of \$2,218,785. Building Permit fees totaled \$35,764.65 and construction use tax totaled \$2, 731.31. Plan review fees totaled \$1,500.00. A total of 42 various inspections were conducted. There were 3 certificate of occupancies issued. A total of five general contractor licenses and four limited contractor licenses were issued.

Water: Water pumped for municipal use totaled 101,059,000 gallons. Water treatment plant production totaled 82,650,689 gallons. There were sixty five meter re-reads. Turn on/ turn offs and occupant changes totaled 43. Took Bac-T's for the State. Worked on flushing dead end water mains. Checked all storm lift stations. Worked on the First Street Project with Gardner Excavating. Had to repair a service line at 13th and Denver. Did upgrades to five meter pits and setters. Installed new water service in the 1700 block of Edison Avenue. Gardner Excavation extended water line at Victoria and Stuart so that they can bypass the intersection work that he is doing on First Street.

Water Treatment Facility: Water produced= 93,521,811 gal. Average CL2= 1.27 mg/l Average Raw Arsenic= 28.6 ppb Average Finished Arsenic= 7.0 ppb (MCL=10ppb) Coagulant used (Ferric Chloride) = 2,459 gal. Sodium Hypochlorite Used (Chloride)= 1,433 gal. Average Recovery Ratio=91.9%

Wastewater: Total discharge for the month was 58.63 million gallons. Collected and sent out all routine monthly samples. Cleaned and inspected screen and press. Six month maintenance was done on blowers. Worked on net DMR for June. Helped with water shut down on Main Street and Victoria Avenue/ Stuart Avenue for tie in on the First Street Phase III Project. Replaced all air filters for blowers.

Sewer: Sixty eight sanitary sewers were inspected; 9 were unplugged. Nineteen were checked at customer's requests. 10 were cleaned and flushed. All lift stations were checked daily. Hauled off grit and cleaned splitter box at Waste Water Treatment Plant. Pulled pumps at West 7th Street, Tremont, Lift Station #2 at Golf Course, Wal-Mart, Riverwood and West 11th Street. Cleaned impellers of debris. Flushed dead end sewer lines. Cleaned Riverwood, Tremont and Monroe Lift Stations. Working on the HVAC System at the Waste Water Treatment Plant. It should be on-line by the middle of July. A new fiber line was installed going to the Waste Water Treatment Plant. Gardner Excavating installed a new 10" SDR-35 Collection line on First Street at Murphy Drive, west of Victoria Avenue. Gardner Excavating also installed a new 10" SDR-35 storm line on First Street, West of Victoria Avenue.

East Alamosa: Water supplied to East Alamosa totaled 71,81,734 gallons. Fifteen sanitary sewers were checked for plugs, seven were unplugged. Cleaned out 6 manholes. Did re-reads for Sally. Pulled the pumps at Price, McKinney, McQuerry and Rodeo Lift Stations. Cleaned impellers of debris. Cleaned Rodeo, Price and McKinley Lift Station. Did locates for fiber install along highway 17 and McKinley along Highway 160 and Brush Lane. Installed new water service on Sunny Side Lane.

Alamosa Fire Department

Department Report for July 2019

The Alamosa Fire Department responded to 17 incidents within the City Limits and 13 incidents outside the City Limits. In addition to paged fire calls, Officers also responded to an additional 11 calls for assistance.

City Call Comparisons

Year	Monthly Comparison	Total City Calls Year to Date W/O Flights	Total Flights Year to Date	Total County Calls Year to Date
2019	71*	105	76	84
2018	28**	116	191	92

* Includes 2 Airport Flight Standbys ** includes 23 Airport Flight Standbys

Inspections:

8 Commercial Building inspections were performed

Fire Prevention/Station Tours

The Department hosted three station tours

Training:

Firefighters logged a combined total 63 hours of in house training during the month.

ALAMOSA

Incident Type Report (Summary)

Alarm Date Between {07/01/2019} And
{07/31/2019} and Station = "1"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	5.88%	\$2,000	18.18%
118 Trash or rubbish fire, contained	1	5.88%	\$1,000	9.09%
131 Passenger vehicle fire	1	5.88%	\$8,000	72.72%
154 Dumpster or other outside trash receptacle fire	1	5.88%	\$0	0.00%
	4	23.53%	\$11,000	100.00%
3 Rescue & Emergency Medical Service Incident				
322 Motor vehicle accident with injuries	1	5.88%	\$0	0.00%
	1	5.88%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	3	17.65%	\$0	0.00%
463 Vehicle accident, general cleanup	1	5.88%	\$0	0.00%
	4	23.53%	\$0	0.00%
5 Service Call				
531 Smoke or odor removal	1	5.88%	\$0	0.00%
550 Public service assistance, Other	1	5.88%	\$0	0.00%
554 Assist invalid	1	5.88%	\$0	0.00%
571 Cover assignment, standby, moveup	2	11.76%	\$0	0.00%
	5	29.41%	\$0	0.00%
6 Good Intent Call				
622 No Incident found on arrival at dispatch address	1	5.88%	\$0	0.00%
	1	5.88%	\$0	0.00%
7 False Alarm & False Call				
731 Sprinkler activation due to malfunction	1	5.88%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	5.88%	\$0	0.00%
	2	11.76%	\$0	0.00%

Total Incident Count: 17

Total Est Loss:

\$11,000

COUNCIL COMMUNICATION

DATE August 5, 2019	AGENDA NO.C. 8. a	SUBJECT: IT Director Monthly Report for July 2019
Department Head: 		
City Manager:		
PRESENTED BY: James A. Belknap		

Below is a statement regarding major issues covered by the City IT Department:

July 2019 Report

- IT worked with an outside contractor to develop and implement a network monitoring system. IT then worked with Sonicwall to pass the monitoring traffic to staff mobile devices in a secure fashion.
- In preparation for the upcoming change to our external network IP, IT worked with NetMotion to provision alternate and redundant IP's to our VPN server. NetMotion is the service used to encrypt traffic running from our public safety endpoints and other high security network devices.
- IT worked with Jade communications to identify an issue that resulted in some network interruptions on our main internet source. During these interruptions, business traffic was rerouted through a secondary provider without noticeable impact to the City phone system or services.
- Along with the Police Department, IT began a test trial of Axon body worn cameras. The system being tested include 3 Axon Tasers, 3 body worn cameras, a dock for the BWCs, and pro licenses of Evidence.com - Axons evidence and case

management system. Three police officers have been selected to wear the body cameras and utilize Evidence.com. In the near future, Axon will also provide a mobile video recording (dashcam) system. The Police Department currently uses Digital Ally for both body worn cameras and mobile video recorders. This system has proven to be problematic, requiring more time from IT and PD staff than originally anticipated.

- IT hosted a meeting with Rory from AT&T/FirstNet. Some small issues such as email assignments and an issue one user experienced with their cell phone was discussed. Rory was able to take action on these issues shortly after the meeting, resolving all points brought up.
- IT deployed a new printer to the Fire Department per the City's equipment refreshment plan.
- A police officer reported a failed MDT. IT resolved this issue by rebuilding an unused MDT with the latest operating system and configurations.
- IT assisted the Police Department in finding footage from the City's surveillance system. During this operation IT identified an improper configuration and resolved the issue before it could hinder any further usage of the system.
- IT reviewed and assisted in the setup of covert surveillance equipment for Police Department.
- A wireless access point and laptop was provided to the WWTP for access to the new HVAC system. Cable was ran to the laptop by a contractor and IT provided a way for the laptop to communicate with external systems.
- IT installed the most recent version of Ultimate Auction - the auction plugin used on the City's website to auction decommissioned City equipment ranging from exercise equipment to vehicles.
- In July IT concluded the 2019 internship program. Dustin Curtis and Bryanna Martinez were very helpful to the last moments of the program. IT looks forward to continuing the program into the future.
- IT worked with Jade Communications to assign an alternate IP to the APL network in an effort to resolve a "gateway loopback" issue that was preventing certain types of traffic to pass.
- IT met with Verizon to discuss issues experienced by some users that have

impacted network reliability. Currently, the City uses Verizon for users that travel outside of the City often.

- Patched all City owned computers to the latest patch and vulnerability fixes from Microsoft. This monthly patching helps protect our computers from malicious software, resolve general windows issues/bugs, and provide access to new windows features.

In Monte Vista, we performed the following items:

- IT was able to reset the DVR password for the Skate Park surveillance system. Due to recent vandalism, the video contained on the DVR was of high importance. The password reset was accomplished without loss of video.
- July marked the end of the 2019 IT internship program. Interns Dustin Curtis and Bryanna Martinez assist IT throughout the summer and ended the program by completing a major project. With their assistance, IT installed a multi-camera surveillance system at the Ski-Hi complex. This system is networked, allowing the Police Department to monitor the cameras. The system was installed just before Stampede.
- IT was monitoring an issue where the Clerk's computer was running poorly and displaying errors while running normal tasks. After multiple failed solutions were implemented, IT resolved to replace the computer entirely. We were able to repurpose available equipment with no additional cost to the City.
- In preparation for next year's budget cycle, IT has been gathering information and developing specifications for revitalizing the City's phone system and expanding the surveillance camera system in the City Hall / Police Department complex. IT is working with the same company that provisioned the City of Alamosa's phone system to configure and update aspects of the City's current phone system. This will reduce the need for costly new back end equipment. IT is also researching the usage of GeoVision, the same video management system used by the City of Alamosa. GeoVision licenses come at no cost when paired with GeoVision cameras.
- IT upgraded Caselle Documents, formerly eFile, to the latest version. Caselle now

owns the software and has fully integrated it into Caselle.

- IT assisted the Police Department with pop-up issues and installed links to the Ski-Hi video camera feed.
- After some sound issues with the Council Chambers audio system, IT switched out the wireless podium microphone with a wired mic. Levels were adjusted accordingly.
- Patched all City owned computers to the latest patch and vulnerability fixes from Microsoft. This monthly patching helps protect our computers from malicious software, resolve general windows issues/bugs, and provide access to new windows features.

City of Alamosa: !MONTHLY TICKET REPORT

All Tickets Last Month (73 items)

Generated on Aug 08, 2019 @ 03:09 pm

Create Date	Ticket #	Summary	Close Date
07-01-2019 @ 08:21 am	6719	BBQ RSVP	07-01-2019 @ 09:21 am
07-01-2019 @ 09:02 am	6720	Well house cameras	07-10-2019 @ 03:30 pm
07-01-2019 @ 09:04 am	6721	surveillance video case # 19-1315	07-10-2019 @ 03:29 pm
07-01-2019 @ 09:44 am	6722	MDT for unit 17	07-01-2019 @ 04:09 pm
07-01-2019 @ 09:55 am	6723	Access to Lee Field cameras	07-08-2019 @ 04:47 pm
07-01-2019 @ 03:36 pm	6724	Cache Error Opening Word Files	07-01-2019 @ 05:04 pm
07-02-2019 @ 01:19 pm	6725	2006 Ford Ranger Auction	07-03-2019 @ 01:11 pm
07-03-2019 @ 09:10 am	6726	Out of the Office Re: Mitel voice message from ALAMOSA,CO , +17199928051 for mail...	07-03-2019 @ 09:42 am
07-03-2019 @ 11:01 am	6727	No Sound on Computer	07-03-2019 @ 11:29 am
07-03-2019 @ 11:10 am	6728	camera access	07-03-2019 @ 11:19 am
07-03-2019 @ 12:44 pm	6729	Channel 10	07-03-2019 @ 01:11 pm
07-03-2019 @ 01:24 pm	6730	Question	07-03-2019 @ 02:41 pm
07-03-2019 @ 02:37 pm	6731	New Employee	07-08-2019 @ 04:47 pm
07-03-2019 @ 02:40 pm	6732	Dead Mouse	07-03-2019 @ 02:42 pm
07-03-2019 @ 04:38 pm	6733	Car Computer	07-03-2019 @ 04:48 pm
07-03-2019 @ 05:27 pm	6734	Need to download FARO 3D program.	07-03-2019 @ 05:32 pm
07-05-2019 @ 12:44 pm	6735	webpage	07-05-2019 @ 01:13 pm
07-05-2019 @ 03:35 pm	6736	Out of the Office Re: Mitel voice message from WIRELESS CALLER, +17198502470 for ...	07-05-2019 @ 03:48 pm
07-05-2019 @ 03:53 pm	6737	Mark- Solid Waste	07-08-2019 @ 09:16 am
07-06-2019 @ 08:05 am	6738	Updated contact cards	07-11-2019 @ 03:30 pm
07-06-2019 @ 02:31 pm	6739	Ice Rink Printer Ink	07-08-2019 @ 09:17 am
07-08-2019 @ 08:45 am	6740	TCP: Important Update Announcement	07-08-2019 @ 09:26 am
07-08-2019 @ 09:27 am	6741	rink camera playback	07-09-2019 @ 08:42 am

City of Alamosa: !MONTHLY TICKET REPORT

All Tickets Last Month (73 items)

Generated on Aug 08, 2019 @ 03:09 pm

Create Date	Ticket #	Summary	Close Date
07-08-2019 @ 09:45 am	6742	All Data problems	07-11-2019 @ 10:10 am
07-08-2019 @ 10:50 am	6743	Delivery Status Notification (Failure)	07-08-2019 @ 01:57 pm
07-09-2019 @ 05:45 am	6744	[City of Alamosa] Press Release 7/8/2019 - Magician Ann Lincoln at the Library	07-09-2019 @ 08:10 am
07-09-2019 @ 08:16 am	6745	sound on computer	07-09-2019 @ 11:16 am
07-09-2019 @ 04:13 pm	6746	Scanner Not Scanning to Incode	07-10-2019 @ 08:33 am
07-10-2019 @ 01:12 pm	6747	Downtown Design Plan Page	07-10-2019 @ 01:58 pm
07-11-2019 @ 08:38 am	6748	Automatic reply Re: Mitel voice message from +18566711734 for mailbox 2016	07-11-2019 @ 10:11 am
07-12-2019 @ 11:56 am	6749	Fax machine	07-12-2019 @ 03:03 pm
07-12-2019 @ 02:40 pm	6750	Phone Call Recording	07-12-2019 @ 04:52 pm
07-12-2019 @ 06:22 pm	6751	Channel 191	07-15-2019 @ 09:16 am
07-13-2019 @ 11:39 am	6752	Dashcam and Body Cam Issues	07-18-2019 @ 02:17 pm
07-15-2019 @ 10:47 am	6753	Slow Computer & 2018 Audit	07-16-2019 @ 08:40 am
07-15-2019 @ 10:57 am	6754	copier code	07-17-2019 @ 08:20 am
07-16-2019 @ 07:45 am	6755	WI FI Help	07-23-2019 @ 03:49 pm
07-16-2019 @ 02:02 pm	6756	incode 9	07-17-2019 @ 08:20 am
07-17-2019 @ 02:59 pm	6757	Body cam 17	07-18-2019 @ 11:33 am
07-18-2019 @ 01:09 pm	6758	no incode	07-18-2019 @ 02:13 pm
07-18-2019 @ 01:26 pm	6759	Can not access REC CENTER cooling/heating through Teamviewer	07-24-2019 @ 10:25 am
07-18-2019 @ 03:24 pm	6760	Amy's Old Email	07-19-2019 @ 10:30 am
07-18-2019 @ 04:56 pm	6761	Cancel updates	07-19-2019 @ 08:16 am
07-19-2019 @ 07:41 am	6762	Automatic reply Re: Google Cloud Directory Sync 7/19/19 7:30 AM - FAILED	07-19-2019 @ 10:30 am
07-19-2019 @ 04:43 pm	6763	Update Rec Pro	07-22-2019 @ 10:14 am
07-19-2019 @ 05:23 pm	6764	Dead Mouse	07-22-2019 @ 10:14 am

City of Alamosa: !MONTHLY TICKET REPORT

All Tickets Last Month (73 items)

Generated on Aug 08, 2019 @ 03:09 pm

Create Date	Ticket #	Summary	Close Date
07-22-2019 @ 11:15 am	6765	Laptop would not connect to COFA at City Hall	07-24-2019 @ 10:25 am
07-22-2019 @ 03:16 pm	6766	Automatic reply Re: Mitel voice message from MARTINEZ SHOE R, +17195894776 for ma...	07-22-2019 @ 04:33 pm
07-23-2019 @ 07:31 am	6767	Automatic reply Re: Google Cloud Directory Sync 7/23/19 7:30 AM - FAILED	07-23-2019 @ 09:26 am
07-23-2019 @ 04:18 pm	6768	Self checkout computer	07-24-2019 @ 10:28 am
07-24-2019 @ 09:43 am	6769	Creative Cloud Won't Update	07-24-2019 @ 10:21 am
07-24-2019 @ 10:19 am	6770	Second Screen Does not Display	07-24-2019 @ 10:22 am
07-25-2019 @ 11:30 am	6771	Updated Form for Intranet	07-25-2019 @ 01:16 pm
07-25-2019 @ 11:44 am	6772	New Form for Intranet Site	07-25-2019 @ 01:16 pm
07-26-2019 @ 10:46 am	6773	Automatic reply Re: Mitel voice message from LEE TAI DANNY , +17192740667 for mai...	07-26-2019 @ 11:07 am
07-26-2019 @ 11:06 am	6774	Please unsubscribe email	07-26-2019 @ 11:09 am
07-26-2019 @ 01:35 pm	6775	DASH CAM UNIT #19	
07-26-2019 @ 02:34 pm	6776	Performance Evaluation Non-Supervisor	07-26-2019 @ 02:40 pm
07-26-2019 @ 02:41 pm	6777	Performance Evaluation Non-Supervisor	07-26-2019 @ 02:58 pm
07-27-2019 @ 07:37 am	6778	Automatic reply Re: Google Cloud Directory Sync 7/27/19 7:31 AM - FAILED	07-29-2019 @ 10:18 am
07-29-2019 @ 08:13 am	6779	Cannot log in to intranet to submit IT ticket.	07-29-2019 @ 10:50 am
07-29-2019 @ 11:03 am	6780	Out Of The Office Re: Mitel voice message from DENVER,CO , +13033246788 for mailb...	07-29-2019 @ 11:20 am
07-29-2019 @ 11:22 am	6781	PD Color	08-01-2019 @ 08:16 am
07-29-2019 @ 11:22 am	6782	Public Works Printer	
07-29-2019 @ 03:13 pm	6783	Out of the Office Re: Mitel voice message from Gomez Zoila, +17143098048 for mail...	07-29-2019 @ 03:29 pm
07-29-2019 @ 03:27 pm	6784	TROUBLE SHOOT EQUIPMENT	08-06-2019 @ 08:02 am
07-30-2019 @ 08:33 am	6785	SiriusXM install	08-01-2019 @ 08:17 am
07-30-2019 @ 11:32 am	6786	Laney Quezada	07-30-2019 @ 01:25 pm
07-30-2019 @ 02:18 pm	6787	IT Ticket	08-01-2019 @ 08:21 am

City of Alamosa: !MONTHLY TICKET REPORT

All Tickets Last Month (73 items)

Generated on Aug 08, 2019 @ 03:09 pm

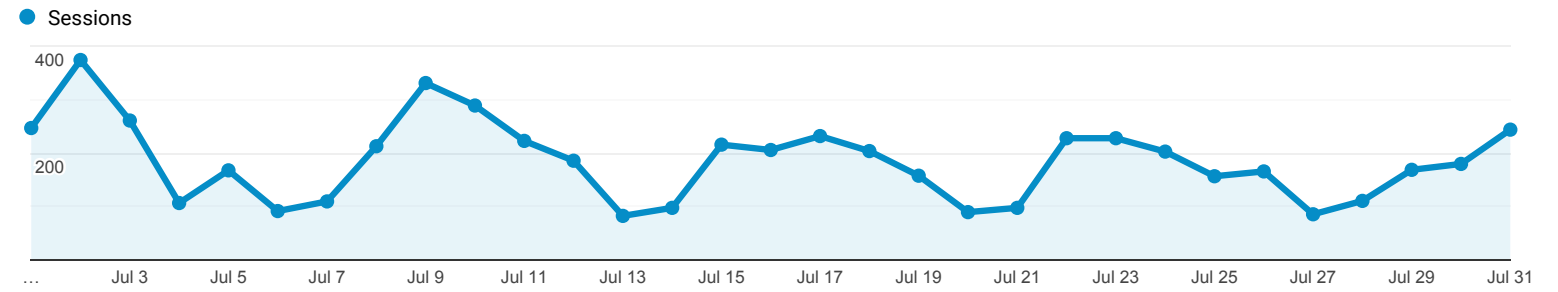
Create Date	Ticket #	Summary	Close Date
07-31-2019 @ 07:48 am	6788	SUM Instructions from Brooks Internet Software	
07-31-2019 @ 11:10 am	6789	Photoshop Work	08-01-2019 @ 08:21 am
07-31-2019 @ 01:53 pm	6790	Out of Office Re: Mitel voice message from +17198525933 for mailbox 2546	07-31-2019 @ 03:46 pm
07-31-2019 @ 03:39 pm	6791	2011 Ford Crown Victoria Auction vehicle	08-05-2019 @ 09:16 am

Audience Overview

 All Users
100.00% Sessions

Jul 1, 2019 - Jul 31, 2019

Overview



Sessions

5,758

Users

4,217

Pageviews

12,821

Pages / Session

2.23

Avg. Session Duration

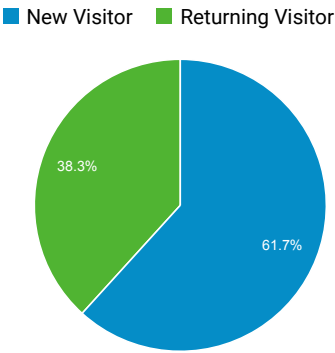
00:01:32

Bounce Rate

53.86%

% New Sessions

61.69%



Language		Sessions	% Sessions
1.	en-us	5,545	96.30%
2.	fr-fr	72	1.25%
3.	en-gb	32	0.56%
4.	ko	12	0.21%
5.	en	10	0.17%
6.	es-es	10	0.17%
7.	zh-cn	6	0.10%
8.	en-au	4	0.07%
9.	en-ca	4	0.07%
10.	ru-ru	4	0.07%

**City Clerk/Municipal Court
Monthly Report
July 2019**

Prepared and distributed 12 birthday cards.

LIQUOR:

- Liquor License Renewals:
 - o Chili's
- Special Events Permits:
 - o CWOA Division 3 Chapter
 - o SLV Trout Unlimited

COURT:

- Completed JAG reporting requirements.
- Completed Defense Counsel reporting requirements/requests.

OTHER:

- Attended bi-weekly meetings with Mayor and City Manager.
- Attended weekly Leadership Team meetings.
- Attended Regular Council meetings.
- Attended Work Sessions.
- Helped with CML Executive Board Retreat.
- One-on-one meeting with Councilor Carson.
- Zoom training with Mayor Coleman and refresher meeting with Mayor Pro Tem Hensley.
- Budget meetings for City Council/City Clerk/Municipal Court with City Manager and Finance Director.
- Met with City Manager and City Attorney regarding Council Candidate Orientation.



Filed Or Closed Cases Listing

CITY OF ALAMOSA

8/14/2019 3:19:44 PM

Totals For Filed Date From 07/01/2019 To 07/31/2019

Posted Fee Totals For Transaction Date From 07/01/2019 To 07/31/2019

Violations By Filed Date

CITY ORDINANCE	21
PARKING	3
TRAFFIC	65
Total Violations Filed:	89

Violations Completed-Paid Fines By Filed Date

CL-DOCKET CLOSED

CITY ORDINANCE	10
PARKING	10
TRAFFIC	47
CL	67

DENIED-DENIED FILING, CLOSED

CITY ORDINANCE	1
DENIED	1
Total Violations Completed-Paid Fines:	68

Violations Completed-Before Judge By Filed Date

CL-DOCKET CLOSED

CITY ORDINANCE	11
TRAFFIC	3
CL	14

DD-DISMISSED AFTER DEFERRED

CITY ORDINANCE	1
DD	1
Total Violations Completed-Before Judge:	15



Filed Or Closed Cases Listing

CITY OF ALAMOSA

8/14/2019 3:19:44 PM

Totals For Filed Date From 07/01/2019 To 07/31/2019

Posted Fee Totals For Transaction Date From 07/01/2019 To 07/31/2019

Violations Completed-Other By Filed Date

DI-DISMISSED/PRESENTED INSURANCE

TRAFFIC	1
---------	---

DI	1
----	---

DP-DISMISSED BY PROSECUTOR

CITY ORDINANCE	8
----------------	---

DP	8
----	---

DV-DIVERSION VOID

CITY ORDINANCE	4
----------------	---

DV	4
----	---

Total Violations Completed-Paid Fines:	13
--	----

Total Violations Completed-Paid Fines:	68
--	----

Total Violations Completed-Before Judge:	15
--	----

Total Violations Completed-Before Jury:	0
---	---

Total Violations Completed-Before Teen Court:	0
---	---

Total Violations Completed-Other:	13
-----------------------------------	----

Total Violations Completed:	96
-----------------------------	----

Total Violations Filed:	89
-------------------------	----

Net Difference Filed - Completed:	-7
-----------------------------------	----

Warrants Issued

CITY ORDINANCE	28
----------------	----

Total Warrants Issued:	28	Total Violations:	28
------------------------	----	-------------------	----

Warrants Cleared

Filed Or Closed Cases Listing



CITY OF ALAMOSA

8/14/2019 3:19:44 PM

Totals For Filed Date From 07/01/2019 To 07/31/2019

Posted Fee Totals For Transaction Date From 07/01/2019 To 07/31/2019

CITY ORDINANCE	28		
Total Warrants Cleared:	28	Total Violations:	28
Total Warrants Issued:	28		
Total Warrants Cleared:	28		
Net Difference:	0		

Violations Completed-Other Paid By Filed Date

AJ-TRAFFIC DEFERRAL

TRAFFIC	2		
AJ		2	

BH-BOND HEARING

CITY ORDINANCE	7		
BH		7	

CL-DOCKET CLOSED

CITY ORDINANCE	2		
CL		2	

CO-COLLECTIONS

CITY ORDINANCE	26		
CO		26	

CR-CLERK REVIEW

CITY ORDINANCE	1		
TRAFFIC	1		
CR		2	

CS-COMMUNITY SERVICE HOURS



Filed Or Closed Cases Listing

CITY OF ALAMOSA

8/14/2019 3:19:44 PM

Totals For Filed Date From 07/01/2019 To 07/31/2019

Posted Fee Totals For Transaction Date From 07/01/2019 To 07/31/2019

Violations Completed-Other Paid By Filed Date

CITY ORDINANCE	3	
CS		3
ED-EXTENSION DEFAULT		
TRAFFIC	1	
ED		1
EX-EXTENSION OF TIME TO PAY		
CITY ORDINANCE	7	
EX		7
IA-INITIAL APPEARANCE		
CITY ORDINANCE	1	
IA		1
LN-LIEN ON LICENSE - DEFAULT		
TRAFFIC	4	
LN		4
OD-ORDINANCE DEFERRAL		
CITY ORDINANCE	2	
OD		2
OJ-OJW - OUTSTANDING JUDGMENT		
TRAFFIC	3	
OJ		3
PB-PROBATION		
CITY ORDINANCE	2	
PB		2



Filed Or Closed Cases Listing

CITY OF ALAMOSA

8/14/2019 3:19:44 PM

Totals For Filed Date From 07/01/2019 To 07/31/2019

Posted Fee Totals For Transaction Date From 07/01/2019 To 07/31/2019

Violations Completed-Other Paid By Filed Date PP-PAYMENT PLAN

CITY ORDINANCE	4	
TRAFFIC	20	
PP		24

SN-SENTENCING HEARING

CITY ORDINANCE	2	
SN		2

ST-STATUS HEARING

CITY ORDINANCE	27	
TRAFFIC	1	
ST		28

TR-TRIAL - NON JURY

CITY ORDINANCE	5	
TRAFFIC	1	
TR		6

WI-WARRANT ISSUED

CITY ORDINANCE	1	
WI		1

Total Violations Completed-Other Paid:	123	
--	-----	--



Filed Or Closed Cases Listing

CITY OF ALAMOSA

8/14/2019 3:19:44 PM

Posted Fee Totals For Transaction Date From 07/01/2019 To 07/31/2019

Fee Code	Fee Description	Paid
		\$0.00
CCOST	COURT COSTS	\$465.00
DFLT	DFLT JUDGMENT	\$30.00
FINE	Fine	\$7,293.63
LATE	LATE FEE	\$183.81
OJW	OUTSTANDING JUDGMENT WAR	\$60.00
OP	Overpayment	\$100.00
PD SUR	PD SURCHARGE	\$1,190.00
REST	RESTITUTION	\$310.00
TP	SERVICE CHARGE	\$220.24
VA	VICTIMS ASSISTANCE	\$140.00
WF	WARRANT FEE	\$150.00

Report Totals:	\$10,142.68
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HUMAN RESOURCES MONTHLY REPORT

May 2019

New Employees:

Lisbeth Lemus-Moreno
Greg Maggard
Craig Rogers

Recreation Instructor
Public Works Director
W/WW Technician I

Recreation Center
Public Works
Public Works

Exiting Employees:

Bryanna Martinez
Dustin Curtis-Glenn
Laney Quezada

IT Intern
IT Intern
Cashier/CSR

Information Technology
Information Technology
Recreation Center

Workers Compensation:

New filings: 4

Alamosa Police Department

July 2019 Month End Report

Part 1 Crime Category	May-19	Jun-19	Jul-19	Jul-18	Raw # Change	Year to Date
Part 1 Violent Crimes						
Homicide	0	0	0	0	0	0
Sexual Assaults	2	4	2	3	-1	17
Robbery	1	0	0	0	0	3
Aggravated Assault	1	4	4	1	3	16
Total Violent Crimes	4	8	6	4	2	36
Part 1 Property Crimes						
Burglary	4	9	14	9	5	45
Larceny	40	43	49	35	14	269
Vehicle Theft	2	3	1	3	-2	22
Total Property Crimes	46	55	64	47	17	336
Total Part 1 Crimes	50	63	70	51	19	372
Miscellaneous Offenses						
Domestic Violence	13	11	7	5	2	60
Simple Assault	6	5	8	4	4	36
Drug Related	9	10	11	11	0	54
Liquor Laws	2	3	0	1	-1	9
Harassment	11	13	5	7	-2	58
DUI/DWAI/DUID	4	7	1	3	-2	28
Arson	0	0	1	0	1	1
Traffic Related						
Traffic Accidents	32	36	31	25	6	239
Fatal	0	0	0	0	0	0
Injury	5	4	5	1	4	26
Property Damage	27	32	26	24	2	213
Community Service Ofc						
Dogs picked up	21	16	7	7	0	93
Animal Bites	4	2	6	2	4	26
Barking Dog Complaints	1	1	2	3	-1	5
Wildlife Calls	5	3	25	9	16	48
Weed/Trash Removal	156	141	75	35	40	374
Snow Removal	0	0	0	0	0	79
Towed Vehicles	2	2	1	0	1	14
Red Tagged Vehicles	5	2	8	10	-2	82
Summons Issued	21	6	15	2	13	209
Calls for Service	213	210	239	126	113	1436

Submitted by: Ken Anderson, Chief of Police



CREATING COMMUNITY THROUGH PEOPLE, PARKS, AND PROGRAMS

PARKS/CEMETERY

- **Cemetery Activities**

	<u>July</u>	<u>Total 2019</u>	<u>Total 2018</u>
Graves opened & closed	7	38	31
Graves set up services	7	38	31
Graves raised to grade	8	31	97
Cemetery single spaces sold	0	9	26
Stones leveled	10	17	48
Columbarium Niches sold	0	0	1
Disinterment	0	0	0

- **Tree Related Activities**

	<u>July</u>	<u>Total 2019</u>	<u>Total 2018</u>
Trees Pruned/Trimmed	27	127	113
Tress Planted	3	44	23
Trees Removed	6	15	7
Trees Moved	0	0	0

- **Park Activities**

Worked accomplished:

- Blanca Vista
 - Path and parking lot sprayed and mowed
 - Worked on path with backhoe
 - Spread crusher fines on path
- Cole Park
 - Repair vandalism
 - Paint benches
- Lee Fields
 - Drag field parking areas
 - Fix fence at soccer field
- Parks
 - Weekly check and maintenance of play equipment; get playground log up to date
 - Daily trash pickup of parks, cemetery, and ranch
 - Repair split rail fences
 - Park permits
 - Clean out BBQs and wash pavilions
 - Mow disc golf entrance
 - Blow off tennis courts, playground tiles, and basketball courts
 - Spray Jardin, Boyd, Friends, Sunset, and Diamond playground
 - Street Dept. graded Carroll parking areas and entrance
 - Repair Zapata irrigation
 - Paint graffiti in parks
- Other
 - Funerals and grave digging, locates for public and stone setters, raise graves and level head stones, and work on cemetery records

- Raise and lower flags
- Banners
- Stage set ups for events
- Haul poly carts for events
- Spray weeds in the parks cemetery, ranch, and city owned properties
- Water and upkeep of flower beds
- Trim trees
- Mow and trim small lawns
- Remove weeds on medians
- Mow ranch, solar plant, 9th and Denver lot, Jackson Ditch, west 10th St. Hwy 17, and road sides
- Spray cemetery field and map perennial pepper weed
- Trim and mow OMS Drainage easement
- Spray City Hall, Rec Center parking, and many other city lots, lift stations, and properties
- Spray and mow North Craft
- Fix sprinklers in parks, cemetery, and ball fields
- Finished working on 160 and Richardson planter
- Dig pits for mud run, set up for Beat the Heat
- Set up and cleaned area for service fair and transport of equipment
- Stage to San Luis, Center, and Fort Garland
- Hauled off path plant material to 12th St. yard
- Equipment Service
 - Service Cat backhoe
 - New tires on Cat backhoe
 - Service 1993 John Deere Tractor
 - New clutch on 1995 Chevy Dump Truck

Summer Activities Guide

Check out our activities guide for all the upcoming spring and summer events and programs. Our Facebook page - City of Alamosa Activities - is another great way to be informed of updates.

SPORTS & ACTIVITIES

Outdoor Recreation Activities

- **Adventure Club:** OMS and AHS students, more Adventure Club activities are in the works. Contact Outdoor Recreation Specialist, John Reesor, at 937-9025 or jreesor@ci.alamosa.co.us for more info.
- **Alamosa Trail System:** Summer is a great time to explore our new trails, go to www.alamosarec.org to view the trail map and get out there!

Youth Sports & Activities

- **Youth Fall Soccer:** Come out and learn the fundamentals, skills, and rules of soccer. Games will be held on Saturdays and possibly some weekdays at Carroll Park Soccer Complex starting August 24th. Though the deadline has passed, there are many spots available with a fee of \$25/player; new uniforms are \$12 each.
- **Youth Flag Football:** This program will be a clinic style instructional program for kids in grades 2nd-6th, teaching the fundamental skills and rules of football in a NON-contact setting. Kids will be divided by age/ability level in practices. Any games conducted will be informal scrimmages. Program schedule will run on weekday evenings (Mon/Wed) in August and September.
- **Youth Basketball:** Registration will be open August 1st–September 30th for kids in 1st-6th grade for a fee of \$20/player. Games are set from October 26th-December 14th on Saturdays & some weekdays.
- **Youth Ice Hockey:** Registration is open August 1st through December 2nd for ages 5-13. There is a \$45/player fee as well as a \$25/player equipment deposit. The equipment fitting will be divided this year by

division: Mites (5-7)-Dec. 2nd @ 5:30pm, Squirrels (8-10)-Dec. 3rd @ 5:30pm, and Peewee (11-13)-Dec. 3rd @ 6:30pm. Practices will start after the fitting and games will be played from January 11th-February 22nd on Saturdays and some weekdays.

- **Youth Volleyball:** Registration is open August 1st-January 20th for boys and girls in 2nd-6th grade for a fee of \$20/player. Games are set from February 22nd-April 11th, 2020 on Saturdays and some weekdays.

Adult Sports & Activities

- **Adult Sand Volleyball:** Come join us for a Fun, Casual Sand Volleyball league! Teams and Players can register through the Recreation Center or online at AlamosaRec.org. There will be 4 games with no tournament. Each player will also receive a commemorative pint glass. Team registration is June 10 – August 30th with a Captain's Meeting: August 29, @ 6 PM. The team fee is \$0 (Zero, nada, zilch!!) and the player fee is \$20. Games will be August 5th-31st with a flexible schedule determined by the team captain.
- **Women's Basketball:** Team registration is open from August 1st-26th for \$200/team and \$30/player. The captains' meeting is set for August 5th at 6pm and the games are scheduled from September 3rd-early November.
- **Adult Oil Painting:** Cost is \$90 for an entire session or the drop-in rate is \$15/class. Go to our website for updated session dates.
- **Ceramics:** Learn handbuilding techniques to create sculptures or creative dishware inspired by natural forms, design, or anything from your imagination. You can experiment with handbuilding, coiling, rolling, stamping, relief, texture, shape, form and temporary amateur. Create unique works of art, cups, plates bowls... Or make unique gifts for friends for the holidays!
- **Mindful Monday Yoga:** Come check out a new fitness class at the AFRC! This class is suitable for all levels, encourages a mindful slow flow, and aims to help you set an intention for your week. Come move, stretch, rest, and renew on Monday evenings. Class is led by Brittany Schoer (RYT). FREE to AFRC members or \$4/non-members.
- **Open Pickleball:** Pickleball is a paddle sport created for all ages and skill levels. The rules are simple and the game is easy for beginners to learn; however, play can develop into a quick, fast-paced, competitive game for experienced players. The sport combines many elements of tennis, badminton and ping-pong. Games are played in the Multi-Use Pavilion/Ice Rink; Tuesdays 7am-11am, Wednesdays 4pm-8pm, Thursdays 5:15pm-8:15pm, Fridays 7am-11am, and Sundays 12:30pm-3:30pm. Balls and nets are provided; paddles are available for checkout.

UPCOMING REC CENTER CLOSURES

Labor Day-September 2nd

RECREATION CENTER HOURS

May 1-October 31

Monday – Thursday: 6am – 9pm

Friday: 6am – 6pm

Saturday: 7am – 3pm

Sunday: CLOSED

MULTI-USE PAVILION/ICE RINK

Roller Rink Hours:

Friday: 4pm-8pm

Saturday: 2pm-8pm

Sunday: 4pm-8pm

Rec Center Revenue

Year to date		
	2018	2019
Courses	\$83,464.00	\$74,712.00
Facility Rentals	\$12,836.98	\$15,700.50
Membership	\$39,203.46	\$38,125.16
Merchandise	\$70,023.45	\$60,987.01
Total	\$205,527.89	\$189,524.67

Rec Center Door Count

January 2019	19,755
February 2019	20,272
March 2019	23,314
April 2019	19,780
May 2019	13,294
June 2019	15,899
July 2019	21,818

Average per Month: 19,161

January 2018	36,068
February 2018	22,859
March 2018	21,848
April 2018	17,721
May 2018	15,810
June 2018	32,845
July 2018	15,958
August 2018	13,109
September 2018	13,925
October 2018	24,509
November 2018	22,792
December 2018	<u>22,038</u>

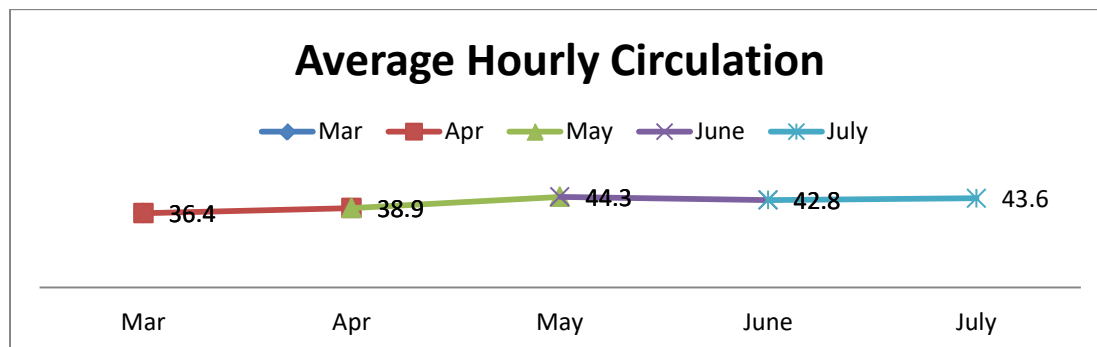
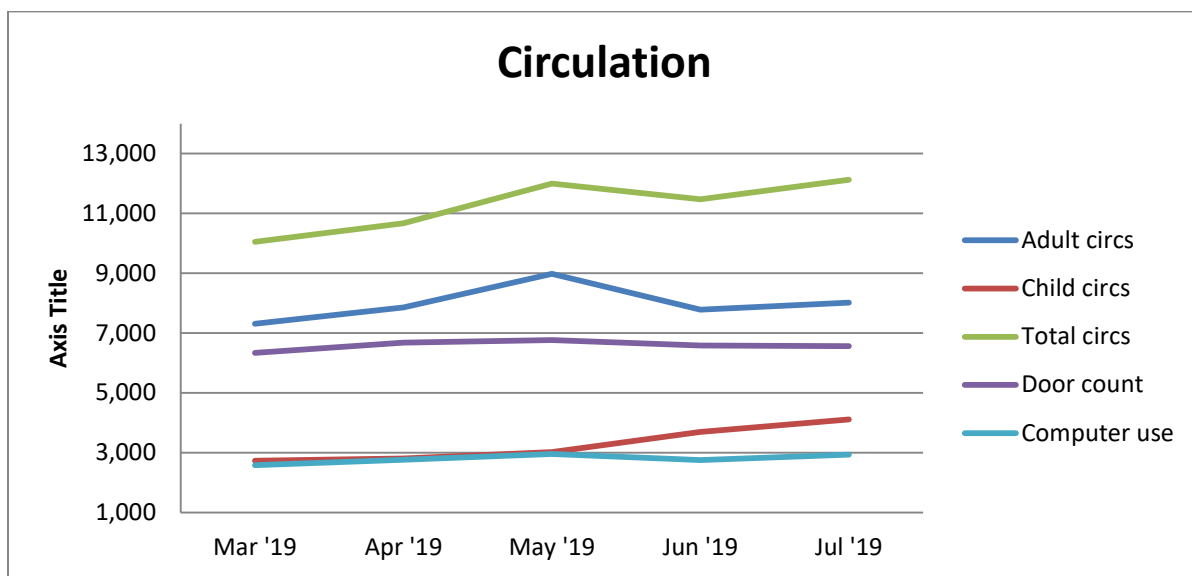
Average per Month: 21,623

Library Manager Report –July 2019

Library Stats

Website Counter					
	July	June	May	April	March
Page views	2,374	2,501	2,588	2,112	2,013
Sessions	998	1,030	1,093	949	954
1 st Time Visitors	503	520	602	494	501
Returning Visitors	110	136	124	125	135

MONTHLY STATISTICS SUMMARY					
	July	June	May	April	March
Adult Circs	8,018	7,778	8,945	7,857	7,314
Child Circs	4,111	3,694	3,021	2,810	2,732
Total Circs	12,129	11,472	11,966	10,667	10,046
Hours Open	278	268	271	274	276
Circs per hour	43.6	42.8	44.3	38.9	36.4
CLC Circs	2,117	2,038	1,724	1,824	1,626
Door Count	6,564	6,580	6,767	6,679	6,334
Computer Use	2,937	2,757	2,956	2,770	2,590
Aspen e-books	243	250	165	174	254



Collection Development:

July: Staff added 471 new materials to the library collection: 336 books, 49 magazines, 28 audiobooks and 58 DVDs. This process includes purchasing, cataloging, and material processing. 261 items were discarded.

Staff announcements.

July: Volunteers: We had a total of 182.5 volunteer hours this month. Patty Campbell and Leroy Espinoza, our faithful volunteers, work in the staff room doing miscellaneous jobs. Our SER National (Service, Employment, Redevelopment) Senior Trainee worked 88.5 hours. Holly had teen volunteers that worked a total of 59.5 hours organizing and implementing the Summer Reading Program for July.



Computer class – Our staff member, Judith Boyd, organized and implemented a ‘Basic Computer’ class July 11, 2019. She had 10 students. Having received positive surveys she will be creating a second class “Microsoft Word” for Aug. 15th.



Staff at City Services Fair – July 17, 2019

5 of us took library books, information pamphlets, a kid’s game & made popcorn. Judith created a fun game for children which involved spinning a color wheel, matching the color to a color card, reading the directions for a simple movement, and doing the movement! Holly encouraged 25 kids to take a book home and talked to their parents about our programs and what we have to offer. Cathy signed up a new patron and one family signed up for “Planting Seeds” program. Salai & Melissa made and handed out popcorn.

Community Involvement



July: Of 16 “Storytime To Go Kits”, we have had 5 more checkouts in July bringing the total checkouts to 164 since they were first available in August

2017. The most popular Kits are “On the Farm” and “Choo-Choo”. “On the Farm” contains: Storytime Elements Guide, Hide & Seek Barn puzzle (10 pieces), CD: Miss Jane's Farm Books: Who's Hiding On the Farm?, Sheep in a Jeep, Where, Oh Where, Is Rosie's Chick?, Hayropes & Hinges, Los Pollitos Dicen/The Baby Chicks Are Singing, My First Book of the Farm



- **July:** There are 117 children signed up for our Planting Seeds, 1,000 books program. In this program, as each child reads 100 books, they receive 1 free book. 13 children/parents have completed the program.



- **July:** Family, Friends and Neighbors (FFN) program - 27 caregivers are signed up and all received Early Literacy Kits containing EL books, music, toys. We have 9 Spanish Literacy Kits in the community.



- **July:** The local Fiber group, “**Fiber Floozies**”, met in the Story Room. Usual attendance is 10-15 fiber enthusiasts. The group knits, weaves, spins, and crafts all things fiber. They share and teach each other new techniques and ideas. Planning for charity projects or events is also done at these meetings. The next meeting will be August 14, 2019. Anyone interested in any type of fiber arts is welcome.



- **SUMMER READING PROGRAM : “A Universe of Stories”**
 July: Ranger Sydney, with her crew and 2 more rangers, put on a NASA Moon Missions program: 103 children and 47 adults attended. Ann Lincoln performed her juggling and magic acts: 110 children and 50 adults attended. Purly Gates, music storyteller: 100 children and 30 adults attended. Steve Weeks Music: 115 children and 50 adults attended. For the closing celebration we had 80 children and 30 adults. This was a total of 721 attendees for July’s Summer Reading Programs. With 729 attending the June programs we’ve had a whopping total of 1,450 come to our Summer Reading Programs this summer! Last year we had 1,101.



- **July:** 88 children and parents attended the Family Friday story times. This storytime is for all ages. There will be no regular Friday storytime in August. But, Holly is planning a Back to School Special Program for August 16, 2019.



girl scouts

- Girl Scouts Storytime w/ Luanne Martinez (Pueblo): Luanne came July 16th and did activities and story time with 3 girls and their parents.



Email from Holly after family night with ‘Parents as Teachers’ from Early Childhood Council:

Hi, Esther and Azeneth!

I just wanted to share that a lovely family from our Family Connections night at the library came to both children's events this week! I'm awful with adult's names... But the children are Estrella and Felipe (I think?) and a sweet infant baby girl. The momma is lovely, and brought all three to our Wednesday Summer Reading event *and* to Storytime today. I just wanted to thank you all for helping me to reach families that may not have previously been aware of offerings at the library. Will you please share with Jeff, Claire and Erica? Gracias.

- **Amanda Warman**, a Speech-Language Pathologist, is also using our facilities to work with families and their young children. She is accessing our ILL department to receive and send tools and books to help the children and parents she is working with.



- The **Historic Preservation Advisory Committee** meets the second Tuesday each month in the Local History Room.
- **The People First** group, persons with disabilities in the San Luis Valley, meets weekly, Sunday afternoons, in our Local History room.



- **July:** San Luis Valley Origami workshop, William Krebs (instructor), at the library was July 6th when 4 adults and 6 children participated. The next workshop is scheduled for August 17, 2019.



We became partners with SLV Local Foods Coalition – Cooking Matters. As a partner we agreed to provide space, tables, chairs and have staff present during their 3 hour demonstrations. They put together a “Pop-Up Tour” here at the library. During the tour Cooking Matters presented information about how to budget your shopping and choosing the best nutritious food to buy. There were 40 some adults that took the 20 minute tour. They received a \$10 gift card to City Market and a shopping bag.



7 Little Free Libraries in Alamosa are sponsored by the Alamosa Public Library and the Friends of the Library. Each of these has different stewards that maintain the structure and keep them supplied with books, donated by Friends of the Library.

There is also a Little Free Library in Mosca at the ‘Pit Stop’, sponsored and stewarded by Jenene Holcomb from the Sangre De Cristo School and the owner of the Pit Stop.

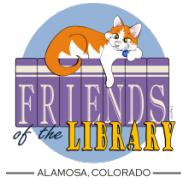
KABOOM installed a LFL at the Boys & Girls Club when they put in the new

playground equipment. It is being maintained by the Boys & Girls Club. No new news for the LFL at the National Sand Dunes.

July Stewardship for LFL at:

Food Bank – WCC added 47 books; **La Puente** – FOL (Friends of the Library) refilled with 20 books; **Zapata Park** –Jan Oen & Don Thompson refilled with 10 books; **Senior Center** – KREBS 0 books; **Nancy Cutters Office** (Optimist) – no changes; **SLV Immigrant Resource Center** (Optimist) – no changes

Cole Park (library staff) we refilled with 30 books.



Friends of Alamosa Public Library July

- Profit from the book sale July 6 2019 was \$472.71. Next book sale will be August 3, 2019.
- Membership of Friends of the Library is up to 72 members.
- Friends' meeting was July 16, 2019 with 6 members in attendance. Next scheduled meeting is August 20, 2019. Minutes for the meetings can be found on the library website: <https://www.alamosalibrary.org/volunteer/join-friends/>
- The 11th edition of "Messages from the Hidden Lake" is now accepting submissions. The deadline is November 1' 2019 for a publication in 2020.
- Friends of the Library were in the 4th parade with their book bike and 4 wagons of books to give away. Friends gave away approximately 200 books.
- The Book Bike was also taken to the Farmers' Market July 6, 2019.



- Through a staff contact, 90 books were donated to Margaret Seebach & Cana Myers who is a member of a youth group that travels to Gallup, NM. They take book bags & books to children on the Navajo reservation. This is the second year Ms. Seebach has contacted the Friends for book donations.
- Valley Wide 'Reach out & Read' contacted the Friends again this year for book donations for their project where they put books in Doctor's waiting areas
- The Rotary Club contacted the Friends of the Library for book donations as well.

Monthly Overview – It has been a beautiful summer! The Summer Reading Program was a big success with crowds of over 100 children at nearly every event!

Storytime - Friday is my favorite day, and not because it's almost the weekend! Friday is STORYTIME DAY! We welcomed more new families to the fold this month and received lovely positive feedback.

Storytime

Date	Summer Storytime	Total
7/5	7k + 6a	13
7/12	24k + 15a	39
7/19	18k + 11a	29
7/26	10k + 9a	19
	Monthly Total	88

Special Events

DATE	EVENT	PARTICIPATION
7/3	SRP: NASA Moon Missions with Ranger Sydney	103k + 47a = 150t
7/10	SRP: Ann Lincoln	110k + 50a = 160t
7/16	Girl Scouts Storytime w/ Luanne Martinez (Pueblo)	3k + 3a = 6t
7/17	SRP: Purly Gates	100k + 30a = 130t
7/24	SRP: Steve Weeks	115k + 50a = 165t
7/31	SRP: Closing Celebration	80k + 30a = 110t
	Monthly Total	721

Total Children's Services Visits for July:

809

SLV Playdates Baby Time – After connecting with Jessica Espinoza via email regarding the Baby Time group, in which she expressed her desire to keep the group going after a busy June, there have been no attendees for the weekly meet-up time. I'm going to reach out to Jessica and group founder Lisa Clark about the future of the group.

Storybox Delivery - We have begun the process of cataloging the shiny and new replacement books for some of the worn books in our Storyboxes! We are sending them in small groups in order to give Rose and Patty time to catalog and cover them, while also keeping as many boxes in play as possible.

Planting Seeds – We have 118 registered participants in our program, signing up four more readers this month! Participants are enjoying the new titles that we have added to the prize box, thanks to

some funds allocated from the CSA grant, and we've had 13 children complete the challenge since we started!

Book Donations – This month, patron Maggie Seebach asked if we had any children's books that we could donate to a group traveling to Gallup, NM to bring early literacy supplies to children on the nearby Navajo Reservation. I was able to gather books from donations as well as recent discards to put together a nice selection. We donated 90 books to this group. We also took the Little Read Wagon along to the City Services Fair, where we gave away approximately 30 books!

City Services Fair – For the City Services Fair on July 24th, I packed up the Little Read Wagon with books to giveaway and transported them (along with the wagon in Salai's SUV) to Peyton's Play Ball! Park at Lee Fields to encourage families to utilize library services. Judith created a fun game for children which involved spinning a color wheel, matching the color to a color card, reading the directions for a simple movement, and doing the movement! It was silly and really fun! (Actually, I think Judith and I may have had more fun than any of the children...) We played the game with 25 people and gave away approximately 25 books. We registered one new family for Planting Seeds and Cathy registered another family for a library card! Success!

Summer Reading – 192 registered readers! 63 completed levels! What an awesome summer of reading! It was – forgive me – out of this world!!! All of our performers and presenters were fun, educational, and well prepared. The Read for Beads incentive aspect of the program seemed to work very well, and we were well stocked with supplies. I do see a disconnect between patrons' logging their reading hours and getting their beads, and actually levelling up in Reading Record. Only 14% (29 of 192 registered readers) updated their completed levels in Reading Record (our online registration and tracking site), but I suspect folks were just not reporting them to our volunteers or librarians. I can work on that for next year.

I got a ton of positive feedback from children and adults on the program this year, which makes all of the planning and sweating absolutely worth it! So, so, so many thanks are due to our troupe of teen volunteers and my incredibly generous coworkers. I'm already looking forward to next summer, and of course we couldn't help but start brainstorming ideas!

July 3 – NASA Moon Missions with Ranger Sydney – Ranger Sydney was fantastic! She brought a huge crew of Great Sand Dunes interns and two other Rangers. She started with an informative presentation and read a book about going to the moon! She set up several activities to give children some idea of what it takes to work in space. She also brought along a solar scope, and families were so patient as they waited their turn to look through the viewfinder at the bright red sun! I have a feeling this presentation stirred the curiosity of more than a few in attendance! Ranger Sydney rocks, and I am thrilled that she is



already planning her Reading Ranger sessions for us in the Fall!

July 10 – Ann Lincoln – A summer favorite! Ann always brings her A game. She has such a handle on kid humor that she is able to keep the entire crowd laughing and engaged for an hour! She worked some space facts into her show and even managed to incorporate her live dove and bunny! Her magic really blows my mind – how *did* that balloon turn into a bunny when she popped it???



July 17 – Purly Gates -

Purly is such a talented multi-instrumentalist, but my favorite is definitely her LimberJack! Her unique, no-nonsense yet silly approach (only Purly can be both no-nonsense *and* silly) keeps us inviting her back year after year.

July 24 – Steve Weeks – The best part of the Steve Weeks performance this year was listening to parents come up to Steve to tell him that they brought their teenagers to the show! Since

Steve has been coming to Alamosa to perform for so many years now, his music is a beloved part of these teens' memories and they wanted to come experience that carefree feeling again! It would be like Raffi or Hap Palmer miraculously coming to Alamosa – I would be front row, center! Steve's music means a lot to families in our valley, and I've already got him on the list of performers for next summer.



July 31 – Closing Celebration – Our closing celebration went off without a hitch! We started with our Respectful Audience Oath, as we did every SRP event. I read Best Frints in the Whole Universe by Antoinette Portis with my little alien puppet, which the whole audience really seemed to enjoy! (Picture books are for *everyone*!) I announced the names of our top readers and gave away prizes. I think this will prompt those readers in attendance to be sure and log their levels in Reading Record next summer. I organized eleven space-related activities (thanks to Judith for creating our Bloborp asteroid toss game), including a writing prompt, suncatchers, and air propelled paper rockets! The teen volunteers helped to run the different stations, leaving me available for questions and resolving any problems that arose (which did not happen). We were cleaned up by noon, at which time we provided lunch for the teen volunteers who were so wonderful this year! It was a perfect end to a perfect summer. Now, a sigh of relief.





2019 Summer Reading Program

Register online at alamosa.readingrecord.net

Join us Wednesdays at 10 in June and July at Alamosa Public Library for family fun!

June 5 - "A Universe of Stories" Kick-Off Event

Join us at 10:00 a.m. at Alamosa Public Library for out-of-this-world fun! Let us help you get registered for our reading incentive program, then enjoy hands-on activities for the whole family as we prepare to *blast off* into a summer of reading and imagination!



June 12 - Stories by Julie: "Stories from Near and Far"

Professional storyteller, Julie Moss, will bring to her storytelling a sense of adventure as she tells tales from *this* world and others...

June 19 - Science Matters: "Space Adventures"

What do we know about space? From gravity to wind to chemical reactions, outer space is a very different place from Earth. Learn about the properties of space, see how rockets make it to space, find out how to make a comet out of dry ice, and maybe even walk on a non-Newtonian surface!



June 26 - Mr. E and Kyle Groves' Theater of Mystery

Join magicians Mr. E and his son, Kyle Groves, as they encourage kids and adults alike to "Reach for the Stars" with their Theater of Mystery! Expect magic, comedy, music, audience participation, and family fun! And perhaps a little of the unexpected...

July 3 - NASA Moon Missions with Ranger Sydney

Come learn about the NASA missions to different moons in our solar system with Park Ranger and NASA Solar System Ambassador, Sydney Stover!



July 10 - Ann Lincoln: "Magic is From Mars..."

...and Juggling is from Jupiter!" Ann Lincoln presents a comedy, magic, and juggling show that's out of this WORLD! Join in as Ann discovers how to "Read Long & Prosper" using the universe of stories at the library.

July 17 - Purly Gates: "Stories & Songs with a Universal Theme"

A mix of old songs, new songs and stories to tickle your ears and your imagination! With guitar, accordion, mandolin, harmonica and ... voice!



July 24 - Steve Weeks' World of Music

Come join national family music performer Steve Weeks for an interactive family romp filled with music, humor and games as he performs his hit songs. Come prepared to laugh. Come prepared to sing... and bring those dancing shoes!

July 31 - Closing Celebration: "The Eagle has Landed"

As our Summer Reading mission comes to a close, join us for fun activities and final messages of congratulations to all of our readers! Perhaps there will be awards...



ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Motion authorizing the Mayor to sign AIP-025 Grant Agreement for the Taxiway A Reconstruction Project.

Recommended Action:

Staff recommends that Council authorize the Mayor to sign the attached grant agreements for FAA Supplemental funds.

Background:

Because the City remains a joint owner of the Airport property, it is listed as a sponsor and thus grant applications must include City authorization. The City is not involved in the project and does not have any resources dedicated to the project.

Issue Before the Council:

Does Council wish to authorize the Mayor to sign the attached grant documents for the Taxiway A Reconstruction Project?

Alternatives:

Council can authorize the Mayor to sign the documents or provide further direction to staff. The documents are due by August 28th so that grant could be jeopardized with any delays.

Fiscal Impact:

There is zero fiscal impact to the City. The grant would provide \$7,209,502 towards the Taxiway A Reconstruction Project handled by Alamosa County.

Legal Opinion:

An attorney will be present for questions.

Conclusion:

While the City plays no role in the Airport operations, the joint ownership of the land requires the City's authorization of any grant applications per FAA requirements.

ATTACHMENTS:

Description	Type
▣ Letter	Backup Material
▣ Grant Agreement	Backup Material
▣ Grant Assurances	Backup Material



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

July 26, 2019

Mr. Michael Yohn, Chairman
Alamosa County Board of Commissioners
8900-A Independence Way
Alamosa, Colorado 81101

The Honorable Ty Coleman, Mayor
City of Alamosa
P.O. Box 419
Alamosa, Colorado 81101

Dear Commissioner Yohn and Mayor Coleman;

We are enclosing three (3) copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0002-025-2019 at the San Luis Valley Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 28, 2019, in order for the grant to be valid.
- The Sponsor's attorney must sign and date the grant agreement *after* the Sponsor.
- All signatures must be made with blue or black ink; signature stamps will not be accepted.
- You may not make any modification to the text, terms or conditions of the grant offer.
- We ask that you return one executed copy of the Grant Offer to our office. Please keep the other 2 copies of the grant for your records.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at the end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

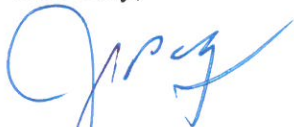
Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" is enclosed.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Mr. Ronald Niehoff is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Ron Niehoff at (303) 342-1255.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P. Bauer
Manager, Denver Airports District Office

Enclosures



Single Audit Certification Form

As a condition of receiving Federal assistance under the Airport Improvement Program, you must comply with audit requirements as established under 2 CFR §200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. For more information on the audit requirements please reference the following web site: <https://harvester.census.gov/facweb>.

In accordance with your Airport Improvement Program (AIP) grant agreement, you must provide a copy of your audit to your local Airports District Office (ADO), whether or not there are any significant findings. Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

_____ Sponsor Name	_____ Fiscal/Calendar Year Ending
_____ Airport Name	
_____ Sponsor's Representative Name	_____ Representative's Title
_____ Telephone	_____ Email

Please check the appropriate line(s):

- ☐ We are subject to the Single Audit requirements and are taking the following action:
- ☐ The Single Audit for this fiscal/calendar year has been submitted to the FAA.
 - ☐ The Single Audit for this fiscal/calendar year is attached.
 - ☐ The Single Audit report will be submitted to the FAA as soon as this audit is available.
- ☐ We are exempt from the Single Audit requirements for the fiscal/calendar noted above.

Sponsor Certification:

_____ Signature	_____ Date
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Return to: FAA, Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, Colorado 80249



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	July 26, 2019
Airport/Planning Area	San Luis Valley Regional Airport
AIP Grant Number	3-08-0002-025-2019 (Contract No. DOT-FA19NM-1045)
DUNS Number	14-170-6833

TO: County of Alamosa, Colorado and City of Alamosa, Colorado
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 13, 2019 and as amended on July 25, 2019, for a grant of Federal funds for a project at or associated with the San Luis Valley Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the San Luis Valley Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Taxiway A and Reconstruct Taxiway A Lighting

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Consolidated Appropriation Act, 2018, Public Law Number 115-141, Section 185, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (See 2018 FAA Reauthorization grant condition.), (b) the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, AND PRIORITY CONSIDERATIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$7,209,502.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$ 0.00 for planning
\$7,209,502 for airport development or noise program implementation; and,
\$ 0.00 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the Consolidated Appropriations Act, 2018 (Public Law Number 115-141), regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 28, 2019, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to

the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects until September 20, 2020, if funds are available;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on

current credible appraisals or a court award in a condemnation proceeding, until September 20, 2020, if funds are available.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting When Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts
21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 19, 2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
22. **Employee Protection from Reprisal.**
 - A. Prohibition of Reprisals –
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
- 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 23. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.
- 24. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 25. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
- 26. **AGIS Requirements.** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected

according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

27. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. location of all runways, taxiways, and aprons;
 - b. dimensions;
 - c. type of pavement, and;
 - d. year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- D. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 1. inspection date;
 2. location;
 3. distress types; and
 4. maintenance scheduled or performed.
- E. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

28. Projects Which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

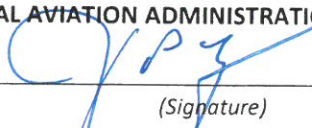
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
29. Lighting. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)
John P. Bauer

(Typed Name)
Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

COUNTY OF ALAMOSA, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)
By: _____
(Printed Name of Sponsor's Authorized Official)
Title: _____
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, _____.

CITY OF ALAMOSA, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, 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.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 04/18/2019 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Motion authorizing the Mayor to sign FAA grant documents for the 2019 Airport Master Plan Study.

Recommended Action:

Staff recommends that Council authorize the Mayor to sign the attached grant agreements for FAA funds for the 2019 Airport Master Plan Study.

Background:

Because the City remains a joint owner of the Airport property, it is listed as a sponsor and thus grant applications must include City authorization. The City is not involved in the project and does not have any resources dedicated to the project.

Issue Before the Council:

Does Council wish to authorize the Mayor to sign the attached grant documents for the 2019 Airport Master Plan Study?

Alternatives:

Council can authorize the Mayor to sign the documents or provide further direction to staff. The documents are due by August 28th so the grant could be jeopardized with any delays.

Fiscal Impact:

There is zero fiscal impact to the City. The grant would provide \$352,470 towards the 2019 Airport Master Plan Study handled by Alamosa County.

Legal Opinion:

An attorney will be present for questions.

Conclusion:

While the City plays no role in the Airport operations, the joint ownership of the land requires the City's authorization of any grant applications per FAA requirements.

ATTACHMENTS:

Description	Type
▣ Letter	Backup Material
▣ Grant Agreement	Backup Material



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

August 9, 2019

Mr. Michael Yohn, Chairman
Alamosa County Board of Commissioners
8900-A Independence Way
Alamosa, Colorado 81101

The Honorable Ty Coleman, Mayor
City of Alamosa
P.O. Box 419
Alamosa, Colorado 81101

Dear Commissioner Yohn and Mayor Coleman;

We are enclosing three (3) copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0002-024-2019 at the San Luis Valley Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 28, 2019, in order for the grant to be valid.
- The Sponsor's attorney must sign and date the grant agreement *after* the Sponsor.
- All signatures must be made with blue or black ink; signature stamps will not be accepted.
- You may not make any modification to the text, terms or conditions of the grant offer.
- We ask that you return one executed copy of the Grant Offer to our office. Please keep the other 2 copies of the grant for your records.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at the end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

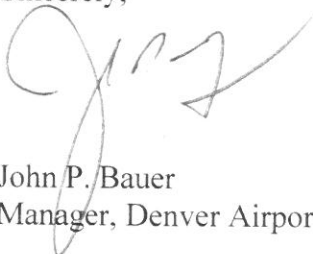
Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" is enclosed.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Mr. John Sweeney is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact John Sweeney at (303) 342-1263.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P. Bauer
Manager, Denver Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	August 9, 2019
Airport/Planning Area	San Luis Valley Regional Airport
AIP Grant Number	3-08-0002-024-2019 (Contract No. DOT-FA19NM-1057)
DUNS Number	14-170-6833

TO: County of Alamosa, Colorado and City of Alamosa, Colorado
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 31, 2019, and amended on August 5, 2019 for a grant of Federal funds for a project at or associated with the San Luis Valley Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the San Luis Valley Regional Airport (herein called the "Project") consisting of the following:

Conduct Airport Master Plan Study

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor's acceptance of this Offer, and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 95.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$352,470.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$352,470 for planning
\$0 for airport development or noise program implementation; and,
\$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 28, 2019, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts
21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 19, 2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
22. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
23. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.
24. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
25. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
26. **Coordination.** The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are

currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

27. **AGIS Requirements.** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

COUNTY OF ALAMOSA, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By _____
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, _____.

CITY OF ALAMOSA, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Adopt written findings granting Woody's Q Shack Beer and Wine license

Recommended Action:

Consider the proposed findings granting Woody's Q Shack the requested beer and wine license. Unless the proposed written findings do not comport with Council's desire, adopt the written findings granting Woody's Q Shack Beer and Wine license

Background:

As noted in the proposed findings, Woody's Q Shack amended its application to a new beer and wine license, rather than a transfer of the hotel/restaurant license under which it had been operating at the Golf Course. Although there were references made at the hearing to this being an application for a hotel/restaurant license rather than a beer and wine license, the fact it is for a beer and wine license does not affect any of the comments made at the hearing, nor does it appear to affect Council's desired action.

At the needs and desires public hearing held on August 7, 2019, Council voted to direct the City Attorney to prepare written findings granting the requested license consistent with the matters presented at the hearing. The attached proposed findings are the City Attorney's draft.

Issue Before the Council:

Does Council wish to adopt the proposed written findings granting the requested beer and wine license for Woody's Q Shack at 703 Main Street?

Alternatives:

- 1) Adopt the written findings as presented
- 2) Decline to adopt the written findings as presented, and direct the city attorney to make alterations to the draft.

Fiscal Impact:

None.

Legal Opinion:

The City Attorney has prepared the attached draft findings. Mark Loy will be present as acting city attorney at the meeting if needed for comment.

Conclusion:

The draft written findings granting Woody's Q Shack's application for a beer and wine license are consistent with Council's direction given at the meeting on August 7, 2019.

ATTACHMENTS:

Description	Type
Findings and Order granting beer and wine license	Cover Memo

**FINDINGS OF FACT AND CONCLUSIONS;
GRANT OF BEER AND WINE LIQUOR LICENSE APPLICATION**

In Re the Matter of the Public Hearing Concerning Woody's Q Shack, LLC, at 703 Main Street

I. THE HEARING

This matter came on for public hearing at a regularly scheduled meeting of the Alamosa City Council sitting as the Local Licensing Authority (the Authority) on August 7, 2019. Notice of the hearing was given pursuant to §44-3-311, C.R.S. All Councilmembers were present.

A. Preliminary Issues.

The Authority considered the contents of the application and the results of its own investigation as part of the hearing record. The Application was originally filed as a transfer of the hotel/restaurant license associated with the Cattails Golf Course, where Woody's had been operating under a lease. The Application was amended, and a new amended application filed on August 4, 2019, for a new beer and wine license at this new location on Main Street. There was some reference to the amended application also being a hotel/restaurant license at the hearing, but none of the statements given, nor any of Council's discussion, turned on a distinction between the two, and Woody's clarified at the hearing that it would only be offering beer and wine.

In Resolution 3, 1986, the Authority established a presumptive neighborhood applicable to any liquor license application to be the entire City of Alamosa, plus a one-mile radius surrounding the City's perimeter. An applicant or any opponent to an application may rebut the presumption as to the definition of the applicable neighborhood by providing evidence that another definition of neighborhood applies to the particular application. No party proposed a different definition of the neighborhood for this application.

City Clerk Holly Martinez confirmed the poster giving notice of the hearing was posted on July 1, 2019, and remained posted through the date of the hearing. The poster was marked as Exhibit B. Legal notice was published in the Valley Courier on July 26, 2019. The Application was subsequently amended to change the type of application from a change in location to a new license, as the prior license under which Woody's had been operating, at Cattails Golf Course, is being retained there by the Golf Club. That poster giving notice of the change in character of the license was posted on August 1, 2019 and remained posted through the date of the hearing. That poster was marked as Exhibit C.

The Authority takes administrative notice of the existence and location of the 3 beer and wine licenses granted by the Authority for premises within the City, and of the total of 45 liquor licenses of all types granted by the Authority for premises within the City. The Authority takes administrative notice that the central commercially zoned corridor in Alamosa generally runs from east to west, one block north and south of Main Street; that additionally there is an intermittent (i.e. mixed zoning) corridor north and south along U.S. Highway 285, and along State Avenue.

B. Applicant. Woody's Q Shack, LLC.

C. Documentary Evidence. Petition sheets containing 123 signatures (according to the applicant – no independent verification was made) in support of the application were submitted and admitted as Exhibit A. Kyle Woodward, co-owner and manager, stated that the petitions were gathered going door to door in the neighborhood, and at the restaurant. No verification was done with respect to the addresses, as to whether or not the signatories were inhabitants within the definition in the *Colorado Liquor Code*, C.R.S. § 44-3-103, or parties in interest, as defined in C.R.S. 44-3-311(5). No Petitions opposed to the Application were presented. The Authority takes into account the infeasibility of it verifying the signatures, and the lack of verification tendered as part of the exhibit, when it considers the weight to be given the petitions.

D. Witnesses. At the public hearing, Kyle Woodward, owner and manager of the LLC, provided Council with a brief background. It has been their experience that beer and BBQ go together, and in fact they have had potential customers leave when informed they could not get a beer with their meal. They would like to feature local beers from Square Peg and the Farm Brewery. Matt Beckner, who is familiar with Kyle Woodward from their work with the Early Iron festival, opined that Mr. Woodward is of high character, and there will be no issues with the license.

No other persons spoke either in favor of or against the application.

II. APPLICABLE LAW

A beer and wine liquor license, under the *Colorado Liquor Code*, may be issued to persons selling malt and vinous liquors for consumption on the premises. Beer and wine licensees shall have sandwiches and light snacks available for consumption on the premises during business hours, but need not have meals available for consumption C.R.S. § 44-3-411(1).

Before entering any decision approving or denying the application for a liquor license, the Local Licensing Authority shall consider the reasonable requirements of the neighborhood for the type of license for which the application has been made and the desires of the adult inhabitants of the neighborhood (as evidenced by petitions, testimony, or otherwise), and all reasonable restrictions that are or may be placed upon the neighborhood by the local licensing authority. C.R.S. § 44-3-301(2). A local licensing authority may deny the issuance of any new license whenever such authority determines that the issuance of the license would result in or add to an undue concentration of the same class of license and, as a result, require the use of additional law enforcement resources. *Id.*

Whether a license should be granted or denied is a matter resting within the discretion of the licensing authority. *Harvey v. Schooley*, 383 P.2d 189 (Colo. 1963). The burden is on the applicant to establish a *prima facie* showing of facts which satisfy the requirements of the liquor code. *Geer v. Hall*, 333 P.2d 1040 (Colo. 1959). The local licensing authority has no authority to regulate the sale of alcohol, but only to grant, deny, suspend, or revoke licenses as provided in the liquor code. *Gettman v. Board of County Commissioners*, 221 P.2d 363 (Colo., 1950). A city council may not prejudge any application by trying to legislate a limitation of the number of licenses based on population. Each application must be considered on its own merits. *City of Colorado Springs v. Graham*, 352 P.2d 273 (Colo. 1960). Unless a second or additional license

is applied for by the same licensee, no consideration of the effect on competition of the granting or disapproving of the license shall be made. See C.R.S. § 44-3-301(2)(a). However, with respect to a second or additional license described in sections C.R.S. §§ 44-3-401(1)(j) to (1)(t), (1)(v), or (1)(w) or 44-3-412(1) or in a financial institution referred to in section 44-3-308(4) for the same licensee, the licensing authority *shall* consider the effect on competition of the granting or disapproving of additional licenses to such licensee and shall not approve an application for a second or additional license that would have the effect of restraining competition.

The number of persons signing or testifying for or against a license is not wholly determinative of either the reasonable requirements or the desires of the neighborhood. *Vigil v. Burress*, 404 P.2d 147 (Colo. 1965). Similarly, the mere existence of other outlets in the neighborhood, although a factor to be considered by the licensing authority, is not in itself a sufficient ground for denying a license. *Nat'l Convenience Stores, Inc. v. City of Englewood*, 556 P.2d 476 (Colo. 1976). Denial of a license because of traffic and parking problems alone is not justified. *Mobell v. Meyer*, 469 P.2d 414 (Colo. 1970). The same rule applies to speculative reasons such as possible vandalism, noise, or disturbances. *Id.*

Pursuant to Colorado liquor regulation 47-310(E), when considering whether or not an applicant is of good moral character, the licensing authority may consider, among other factors, whether the applicant or licensee has a criminal history of crimes of moral turpitude. By way of example, crimes of moral turpitude shall include but not be limited to, murder, burglary, robbery, arson, kidnapping, sexual assault, illegal drugs or narcotics convictions. Furthermore, if criminal history is considered, then pursuant to C.R.S. § 24-5-101, the licensing authority shall also consider evidence of rehabilitation. Such evidence may include, but not be limited to, evidence of no criminal history record information, educational achievements, financial solvency, community standing, lack of additional arrests or convictions, or the lack of parole or probation violations since the date of last conviction. The intent of this section is to expand employment opportunities for persons who, notwithstanding that fact of conviction of an offense, have been rehabilitated and are ready to accept the responsibilities of a law-abiding and productive member of society.

III. FINDINGS

The location of the premises for which the license is sought is 703 Main Street in Alamosa, Colorado. This location is within the Alamosa City Limits and falls under the jurisdiction of the Alamosa City Council sitting as the Local Licensing Authority.

It appears from the application documents that Applicant is entitled to possession of the premises where it proposes to exercise the license applied for, and that the possession will continue throughout the initial term of the license, if granted.

The sale of liquor on the proposed premises is not a violation of City of Alamosa zoning, building, and fire laws or regulations.

The premises, 703 Main Street, is not within 500 feet of a primary or secondary school.

The evidence presented at the public hearing supports the proposition that there is a need and desire for the issuance of this liquor license. The applicant has successfully operated Woody's Q Shack at the Golf Course for many years under a hotel/restaurant license, and the business in its new location would be enhanced by the ability to provide alcohol with the beverages and snacks it offers. There have been numerous and constant requests from

patrons for serving of beer and wine with the other beverage and food offerings available at Woody's, and a significant number of persons have signed a petition to that effect.

Council takes note of the synergy provided by anchor restaurant venues in the downtown area, and believes that a beer and wine license in this location will increase business traffic in the downtown.

IV. CONCLUSIONS

Applicant has satisfied Council that there is a need and desire in the neighborhood for the issuance of the beer and wine license applied for. Therefore, the Alamosa City Council acting as the Local Licensing Authority hereby GRANTS the Application submitted by Woody's Q Shack, LLC, for a new beer and wine liquor license at 703 Main Street, Alamosa, Colorado.

Dated this 21st day of August, 2019.

Mayor Ty Coleman
City of Alamosa
Local Licensing Authority

Attest:
(SEAL)

Holly C. Martinez, City Clerk

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Executive session pursuant to C.R.S. § 24-6-402(4)(e)(I) to determine positions, develop strategy, and instruct negotiators relating to: development agreement(s) for a hotel on the old Pink Elephant property.