

ALAMOSA CITY COUNCIL

Regular Meeting Agenda

Council Chambers & Zoom Video Webinar
300 Hunt Avenue, Alamosa, CO
July 20, 2022

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.

Zoom Webinar Link: <https://us02web.zoom.us/j/82493151121>

Dial-In Number: US: +1 669 900 6833 | Webinar ID: 824 9315 1121

6:00 PM - Work Session: Redistricting Process

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. Oath of Office for New Council Member - Dawn Krebs Ward 2

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.2.a June 2022 Monthly Reports

C.4.a Motion authorizing the City Manager to sign a lease agreement with Friday Health Plans Real Estate, LLC. for the construction of a downtown parking lot.

C.7.a Approve Minutes for Meeting from July 6, 2022

C.8.a. Motion authorizing the Mayor and City Staff to sign FAA grant documents for the Airport Improvement Program for the Alamosa Airport.

VII. REGULAR BUSINESS

B. Business Brought Forward by City Staff

1. Development Services

- a. Resolution 12-2022 Addition of Zapata Park to the City of Alamosa Register of Historic Places
- b. Second Reading and Public Hearing, Ordinance 15-2022, An Ordinance Amending the Unified Development Code to Correct Various Inconsistencies; Change Liquor Stores From Permitted Uses to Limited Uses in Certain Zones; Reduce Separation Requirements For Buildings on the Same Lot; Allow Signs On Building Corners; Allow Remote Parking in All Zones; Specify Limitations for the Operation of Campgrounds Within CB Zone; Increase the Density in Zoning Districts to Achieve a Density Level Closer to What Was Allowed Prior to the Adoption of the UDC; Allow for Alternative Density Requirements for Residential Developments with Fewer than 10 Units; Allow Professional or Business Offices in the CBD Zone on Main Street Between Denver Avenue and Hunt Avenue; and Expand and Encourage Certain Special Residential Uses in Areas with Less Adverse Impacts to Surrounding Uses

2. Parks and Recreation

- a. Motion accepting bid for the Recreation Center HVAC system controls replacement

3. Fire

- a. Fire Mitigation Update

C. Committee Reports

D. Staff Announcements

COUNCIL COMMENT

ADJOURNMENT

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Oath of Office for New Council Member - Dawn Krebs Ward 2

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

June 2022 Monthly Reports

ATTACHMENTS:

Description	Type
📎 June 2022 Monthly Reports	Reports

COUNCIL COMMUNICATION

DATE: July 20, 2022	AGENDA NO.	SUBJECT: City Manager Monthly Report for June 2022
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.

June 2022 Report

- Meeting with La Puente regarding homeless work programs
- Lunches with Economic Development Director
- Monthly meeting with Fire Chief
- Bi-Weekly meetings with Communications/Project Specialist
- City Council Retreat
- Monthly meeting with Parks & Recreation Director
- Meeting with staff to discuss fire mitigation needs
- Monthly meeting with Councilor Woodward
- Monthly meeting with Public Works Director
- Dinner with City Council and County Commissioners
- Early Childhood Stakeholder meeting
- Meeting with Charter to discuss franchise renewal
- SLV Opioid Governing Committee meeting
- Weekly Leadership Team meetings
- Bi-Weekly meetings with Mayor
- Bi-Weekly meetings with Police Chief
- Meeting with COSSAP technical assistance for quarterly check in
- Monthly meeting with Development Services Director
- Monthly meeting with HR Manager
- Monthly meeting with Finance Director
- Walked downtown to discuss placement of art
- Monthly meeting with Councilor Carson
- Investment Committee meeting
- Monthly volunteer clean up at St. Benedict
- Monthly Main Street Committee meeting
- Monthly meeting with IT Director
- Attended the Colorado Municipal League conference
- LEAD meetings
- Meeting with DOLA staff to discuss City's REDI grant to improve two parking lots downtown
- Ribbon Cutting for the Rickey Recycling Center for the cardboard shelter and crusher
- Monthly Economic Development Committee meeting

- Monthly Homeless Coalition meeting
- Attended ribbon cutting for David Montgomery mural at Papers of Distinction
- Art Committee meeting
- Meeting regarding Friday Health Plans parking lot lease

COUNCIL COMMUNICATION

Date: July 1, 2022	AGENDA NO.	SUBJECT: Economic Development Report for June, 2022
Department Head: Kathy Woods, Economic Development		
City Manager: Heather Brooks		
PRESENTED BY: Heather Brooks		

- o Del Mar Carpet has closed on the former JCPENNEY bldg. and is currently working on the remodel – **Expect the improvements to be completed by early September**
- o Continued contact with Friday’s Health Plan staff on building, staffing, parking
- o Court House Prospect
 - Daily phone calls and information gathering for potential developer (s) and contacts with building owners and Steffens Realty
- o More interest in the former Grecos bldg. awaiting information
- o Met with Lori Laske for update on upcoming county projects
- o Fourth St. Grille – finalization
- o Kyle Woodward – Woody’s building
- o Denise Vigil – Sanctuary/Friars Fork
- o Jose – Newly opened/remodeled Taqueria (On Sixth/Former Juanitos)
- o Elizabeth Sumner – Downtown projects/First Friday’s and Tourism
- o Sarah Stoeber – Care and Share building update
 - New Executive Director of Care and Share introduction and reception
- o Presentation to High School program in “Making a Pitch”
- o Brittany Griffes – Developer from Minnesota on a glamping/event center/recreation development
- o Met with Lori Laske, County Commissioner
- o Meeting with Downtown CO Exec. Director and Staff as well as DOLA Rep while they were in town
- o Gena Akers – meeting about her remote business after moving back from KS
- o Hew Hallock - DRG
- o Andrea Jaramillo – DRG
- o Leroy Martinez
- o Working with a gentleman who is seeking to create a children’s interaction/activity business potentially called Kid City – Interactive and creative play place for children of all ages...Birthday Parties, etc.
- o Zena Buser – Value Added Ag
- o Craig Barroclaugh – Rio Grande County Administrator
- o Senator Hickenlooper and Staff our local rep Antonio
- o El Pomar Regional Council
- o Kristy Esquibel – FSWB
- o Justin and Brandi Kehr – Fourth Street Grille
- o Kyle Woodward – Woody’s

COUNCIL COMMUNICATION

DATE: 7/15/2022	AGENDA NO.	SUBJECT: Communication Specialist Monthly Report for June 2022
Department Head: City Manager		
City Manager: Heather Brooks		
PRESENTED BY: Jasmine Husmann		

June 2022 Report

- Had bi-weekly meetings with City Manager
- Attended weekly staff meetings
- Assisted with DA Recall Efforts
- Met with Art Committee
- Met with BBQ Committee for Employee Appreciation BBQ in July
- Met with Emily from Bang the Table to discuss engagement site for Public Outreach
- Attended Mayor's Law Enforcement Round Table
- Attended Senior Citizen Meeting
- Met w/Streets on Wayfinding
- Created and shared several PSA's/updates on social media
- Met with Elizabeth at the Chamber
- Worked on Arts Fest duties

City of Alamosa
Monthly Activities Report
June 2022
Public Works Department

Streets:

Patched_339_Potholes
Conducted daily sweeping operations
Continue cleaning laterals, Manholes and Inlet boxes using Vac. Trailer
Used Vac. trailer to clear plugged drains and remove excess water after heavy rains
Support and assist as needed with State Ave. Construction as follows:
 Saw cut 11th street at limits
 Deliver Man holes as needed to Merit
 Oversee all concrete tests as they are performed
 Backfill behind curb and sidewalks as needed
Blade Gravel Roads and Ranch Parking lots
Assist with Yard waste haul from recycling to burn pit
Continue with Blanket traffic counts
Began crushing concrete
Made sign repairs as needed
Removed bad area of Golf cart path and prepped for new Asphalt ahead of ACI on Cottonwood Drive.
Assist with Main street sewer collapse (Prepping for asphalt ahead of ACI)
Repair sprinklers along State St. project
Sweep Programmable space on main
Mow weeds and Repair Sprinklers around compound
Began concrete removal program
Repaired large soft spot 700 block of craft
Raise trenches on 12th street with leftover asphalt in preparation of overlay
Blade Contestant entrance ahead of Rodeo at fairgrounds
Add millings to farmer's market parking lot to fill in potholes and low spots

Solid Waste:

Commercial Waste Hauled totaled 279.74 T.; Residential Waste Hauled totaled 213.93 T. Medical Waste totaled 0 T. Thirty nine extra pick-ups were completed. Zero 96 gal toter, zero 64 gal toters and 8 yard waste toters were delivered. Five toters and six dumpsters were repaired.

Recycling:

A total of 91 bales of various materials were made. One hundred thirty six bales were shipped. A total of 6.4 tons of glass was processed. Land fill savings totaled \$768.47.

Water:

Water pumped for municipal use totaled 96,051,099 gallons. Water treatment plant production totaled 82,065,514 gallons. There were 53 meter re-reads. Turn on/off's and occupant changes totaled 42. Accounts turned off for non-payment totaled 19. Took Bac-T's Arsenic samples for the State. Read meters.

Water Treatment Facility:

Water produced = 82,065,514 gal. Average CL2 = 1.56 mg/l Average Raw Arsenic = 34.5 ppb Average Finished Arsenic = 7.5 ppb (MCL=10ppb) Coagulant used (Ferric Chloride) = 2,950 gal. Sodium Hypochlorite Used (Chloride) = 1,368 gal. Average Recovery Ratio = 91.7%.

Wastewater:

Biochemical Oxygen Demand Monthly Average: 98%. Total discharge for the month was 38.05 million gallons. Total Suspended Solids Monthly Average: 96%. E.coli Monthly Average Effluent 147/100 mg. Ammonium Nitrogen (NH4) Monthly Average: .31 mg/l. The department ran all routine monthly testing. Year to date locates complete.

Sewer:

Zero sanitary sewers were inspected; zero were unplugged, 4 were checked at customer's requests, 106 were cleaned and flushed. All lift stations were checked daily.

East Alamosa:

Water supplied to East Alamosa totaled 6,827,198 gallons. Water pumped from Highway 17 East Alamosa Well totaled 0 gallons. Called out after hours twice. Three lift stations were cleaned. Four pumps were pulled. There was one sewer checked for plugs, one was unplugged. Cleaned and flushed two sewers. Checked and cleaned 60 manholes.

Fleet:

Performed 15 Preventive Maintenance Services (1-Streets, 2 -Police, 1-Sanitation, -Fire Department, -City Hall, 1-Parks, -Water,)
Replaced 6 tires (2-Parks, 4-IT, -Sanitation, -Sewer)
Replaced 4 batteries (1-Cemetery,)
Flat tire repair- (2-Police)
Replaced inner tie rods replaced front brakes and rotors (1-Police)
Troubleshoot engine overheating, replaced thermostats (1-Water)
Installed new tool box (1-Streets)
Repaired Air Conditioning, Windshield chip repair (1-Police)
Called for a service call because of high soot buildup (1-Sanitation)
Replaced battery in walking saw (1-Streets)
Replaced high pressure oil rail gasket (1-Fire)
Replaced water pump in service van (1- Building Maintenance)
Replaced headlight (1-Sanitation)
Repaired brake caliper (1-Parks)
Replaced upper and lower shift cable (1-Police)
Replaced window regulator (1-Parks)
Hired new mechanic - James Lopez from the Street department.

City of Alamosa Development Services Department
Monthly Activity Report
June 2022

- Planning:
 - 43 Land Use permits: 36 short term rental, 3 permitted use, 1 bed and breakfast inn, 1 sign, and 2 zoning verification
 - Conducted 4 pre-development meetings
 - Submitted two grants for interpretive signage at Zapata Park for the Maestas school desegregation case
 - Met with a Preservation Engagement Specialist from the State Historic Fund
 - Gave presentation to PC about the levee recertification process
 - Formal assessment of levee encroachments to begin code enforcement
 - Work session with Council on UDC text amendments
 - Discussion on Walsh Hotel and Monterrey Café with Council at annual retreat
 - Attended Growing Water Smart workshop hosted by the Sonoran Institute and the Babbit Center for Land and Water Policy
 - Started documenting xeriscape examples in Alamosa to include in outreach
 - Discussed landscape best practices for UDC with Sonoran Institute reps
 - Attended CML sessions on preparedness for an aging population, economic development, building/energy codes, State Revolving Fund for Water and Wastewater, and community revitalization through the arts
 - Toured and discussed RREO funded projects with representatives from CDPHE
 - Met with REDI program lead from DOLA
 - Ribbon cuttings for Cardboard Cover Structure and David Montgomery mural
 - Continued documenting office procedures and workflows for DS and PW
 - Meetings: Planning Commission, SLV DRG/COG, Economic Development, Alamosa Housing Authority, Main Street Advisory Committee, SLVGO! Coalition, and monthly code enforcement
- Building:
 - 6 building permits issued: 1-new multi-family, 2-roof, 1-commercial repair, 2-residential remodel, 1-certificate of occupancy, 2-temp. certificate of occupancy
 - Total valuation: \$1,523,341 including \$1,064,402 for a remodel at the hospital and \$446,557 for a multi-family development
- Downtown:
 - Discussed Hunt Avenue Cultural Trail design with MIG
- Housing:
 - Completed Sierra Vista (Tierra Azul) Annexation for CRHDC
 - Met with developers about development near high school for age 55+
 - Typed up a PUD modifications list and precedent research for detention pond parks for the Tierra Azul
 - Weekly coordination calls with CRHDC's architect for Tierra Azul

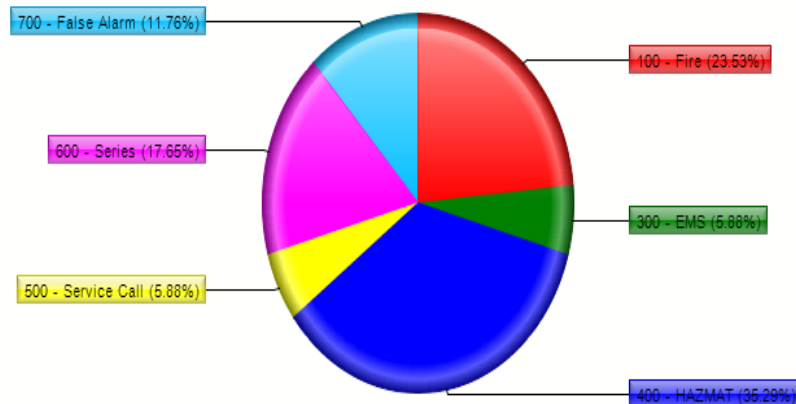
Alamosa Fire Department Monthly Report June

2022

During May 2022 the Alamosa Fire Department responded to 51 calls. 22 calls were within the City Limits and 29 were in the County.

Fire Incident Type Breakdown

Incident Type Group	
100 - Fire	12
300 - EMS	3
400 - HAZMAT	18
500 - Service Call	3
600 - Series	9
700 - False Alarm	6



Inspections

Eight inspections were performed on commercial structures.

Three residential inspections were performed

Tours

Two station tours were given

Training

Firefighters logged a combined total of 56 hours of training.. Live burn evolutions were performed at the department's Fire Training Facility.

Staff

Three probationary Firefighters completed their initial training requirements and have now been assigned to the duty rotation schedule for the Firefighters.

COUNCIL COMMUNICATION

DATE July 6, 2022		AGENDA NO.C. 8. a	SUBJECT: IT Director Monthly Report for June 2022
Department Head: 			
City Manager:			
PRESENTED BY: James A. Belknap			

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

June 2022 Report

- IT conducted a review of the public wifi system at Cole Park. All systems were upgraded and confirmed in working order before being switched on for Summerfest.
- Placed new software license on the City's VPN solution.
- The IT department is conducting another internship program in coordination with the Alamosa High School. A mock interview and hiring process is conducted with all internship applicants. This year IT would like to welcome Tobler Abbey to the team.
- Attended meetings with Charter to negotiate terms for their franchise agreement. Some changes were made this year including the release of channel 191 from the City's operations. This reduces workload, server room space, and maintenance overhead.
- IT staff attended the Colorado Government Association of IT Professionals (CGAIT) conference. As this conference is composed of other local and state government agencies, many project ideas, information sharing and

collaborations evolve from this conference. This includes the 1500 phone donation from another municipal organization accepted by the Cities of Monte Vista and Alamosa this year.

- Attended a press conference covering AT&T's donation of 200 laptops to the San Luis Valley. The technology will be placed in many areas of need including local libraries and non profit organizations. This donation was coordinated by Action22 under the auspices of the Regional Broadband Collaborative in which the City is a member.
- IT reviewed and confirmed the integrity of all backup schemes used for the City's data. During this checkup IT discovered two areas of concern and are addressing them accordingly.
- One concern was the state of one of the City's NAS solutions. This redundant server acts as one of the many distribution points of data backup. The City is fully upgrading the solution as it has met its lifecycle sunset.
- The other concern was regarding the version of Vmware vReplication services. This service was upgraded to the most compatible version for the City's virtualized infrastructure.
- IT continued to convert individuals and departments to fully utilize Google Workspace. Both HR and PIO/Projects Specialists have been fully converted.
- After multiple issues with a specific library lab PC, IT decided to conduct a complete reformat and image of the computer. This has resolved the issue.
- IT has been working closely with Centurylink/Lumen to address multiple outages that have occurred. Centurylink reports that the outages are likely linked to an increase of rainfall during the last few weeks. To remedy this, they will transfer the City to a different circuit.
- IT conducted a rebuild of one of the City's surveillance camera servers. During the rebuild, some cameras moved to redistribute load, upgrades were conducted, and the storage database rebuilt.
- Worked with public works to evaluate a different solution for remote access and control. This system is used to monitor and make changes to the HVAC system at City Hall.
- IT worked with Tyler Technologies to recover RMS (public safety records

management software) from an error encountered after a Microsoft update. This issue affected many agencies across the country.

- IT implemented a new camera server and server rack at the Golf Course. This camera server replaces the aging and out of support AZone system. The server configuration and software matches the specifications of the City's standardized camera setup.
- In addition to a new server, all cameras were replaced with one additional camera added to better secure both indoor and outdoor activity.
- 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 assisted in moving multiple office setups. We ensured cabling at the server room corresponded with each move.
- Deployed MDTs and Cradlepoints to new police vehicles.
- Added an additional screen for the Chief of Police's computer.
- Added a landline connection at Ski Hi for the facility manager.
- Replaced various battery backup systems that have met end of life.
- Audited Google accounts to remove or add accounts according to employment status.
- Audited the lock system for adds and removals of credentials.
- 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.



Tickets

Ticket #	Summary	Created	Closed
11467	investigate why Tammy doesn't get the phishing hook	2022-06-01T12:01:43+00:00	2022-06-10T17:42:02+00:00
11468	Employee changing positions	2022-06-01T14:21:34+00:00	2022-06-03T15:28:20+00:00
11469	new employee	2022-06-01T14:25:39+00:00	2022-06-03T15:28:26+00:00
11472	Computer Usage Report	2022-06-01T16:49:12+00:00	2022-06-01T17:09:54+00:00
11473	Fix Harry's access to the WTP Doors	2022-06-01T20:09:30+00:00	2022-06-01T20:14:40+00:00
11474	Computer lab computers	2022-06-01T20:54:45+00:00	2022-06-01T22:19:28+00:00
11475	Dalton's Computer	2022-06-01T21:10:44+00:00	2022-06-01T23:48:33+00:00
11476	Three of five children's area computers not visible on monitoring system	2022-06-01T22:17:33+00:00	2022-06-02T17:15:39+00:00
11477	IFB for Concrete Replacement	2022-06-02T14:10:54+00:00	2022-06-02T19:37:41+00:00
11478	Local History Room Camera Non-Functional?	2022-06-02T14:46:35+00:00	2022-06-02T18:56:56+00:00
11479	Reminder: Action Required – Steps to take by 7.1.2022 regarding Transparency in C...	2022-06-02T14:53:01+00:00	2022-06-03T22:26:14+00:00
11480	ADOBE	2022-06-02T16:56:52+00:00	2022-06-03T15:29:28+00:00
11481	Request phone call	2022-06-02T19:34:46+00:00	2022-06-02T21:24:43+00:00
11482	google form automatic settings within our google g-suite	2022-06-02T20:03:29+00:00	2022-06-03T01:30:42+00:00

Ticket #	Summary	Created	Closed
11483	Files	2022-06-02T20:18:10+00:00	2022-06-06T20:12:48+00:00
11484	Computer 4 is not printing - No printers listed	2022-06-03T19:04:44+00:00	2022-06-06T16:15:16+00:00
11485	M drive on network	2022-06-05T14:03:04+00:00	2022-06-06T15:56:39+00:00
11486	Cole Park WIFI	2022-06-06T00:33:56+00:00	2022-06-06T14:29:26+00:00
11487	ID Badge	2022-06-06T14:04:16+00:00	2022-06-06T15:16:48+00:00
11489	Create Des as a delegate on my email	2022-06-07T22:07:35+00:00	2022-06-07T22:24:59+00:00
11490	Video on drive	2022-06-07T22:25:23+00:00	2022-06-09T19:36:42+00:00
11493	Access City hall/Pd climate controls	2022-06-09T12:21:27+00:00	2022-06-10T20:38:10+00:00
11495	Blanca Vista Accounting	2022-06-09T16:40:49+00:00	2022-06-09T19:37:36+00:00
11496	Need drive set up in PW	2022-06-09T19:38:05+00:00	2022-06-09T19:40:10+00:00
11497	Audio Recorder not workin	2022-06-09T19:38:10+00:00	2022-06-09T19:38:31+00:00
11498	Set COFACAM switches to 10/100	2022-06-09T19:40:42+00:00	2022-06-09T19:40:53+00:00
11499	Access to fire room	2022-06-09T19:56:09+00:00	2022-06-10T19:17:36+00:00
11500	Restore corrupt Word doc.	2022-06-10T17:08:40+00:00	2022-06-10T17:09:13+00:00

Ticket #	Summary	Created	Closed
11501	3D printing software - library assistant computer and manager computer	2022-06-10T22:58:02+00:00	2022-06-17T14:35:19+00:00
11502	#9 and #12 Computers Unresponsive	2022-06-11T19:39:51+00:00	2022-06-14T22:55:21+00:00
11503	PD Squad Room Monitor Issue	2022-06-13T13:51:06+00:00	2022-06-14T22:54:59+00:00
11504	Front Desk Phone Alamosa Parks and Rec	2022-06-13T14:53:01+00:00	2022-06-14T19:54:26+00:00
11505	My bookmarks disappeared	2022-06-13T15:08:41+00:00	2022-06-13T16:08:07+00:00
11506	WIFI	2022-06-13T15:42:00+00:00	2022-06-13T16:07:41+00:00
11507	APL Public	2022-06-13T18:44:06+00:00	2022-06-13T21:14:08+00:00
11508	Library wifi down	2022-06-13T20:35:57+00:00	2022-06-13T20:50:41+00:00
11512	Fax	2022-06-14T15:09:17+00:00	2022-06-14T16:02:25+00:00
11514	Library front catalog computer	2022-06-14T19:14:54+00:00	2022-06-14T22:53:34+00:00
11515	Phone Issue?	2022-06-14T20:39:36+00:00	2022-06-14T22:53:19+00:00
11516	Digital Signage	2022-06-14T22:16:38+00:00	2022-06-14T22:41:34+00:00
11517	Hiral Patel & Halle Phares	2022-06-14T22:42:33+00:00	2022-06-14T22:47:10+00:00
11520	cellphone	2022-06-15T19:56:28+00:00	2022-06-17T17:05:40+00:00

Ticket #	Summary	Created	Closed
11522	Remove Kyle from Council Page	2022-06-15T21:58:54+00:00	2022-06-15T22:08:24+00:00
11523	Update budget links on the City Manager and City Council pages.	2022-06-15T22:59:36+00:00	2022-06-16T14:31:03+00:00
11524	Cloud Recording - Regular City Council Meeting is now available	2022-06-16T10:24:17+00:00	2022-06-17T15:15:33+00:00
11525	RMS at PD	2022-06-16T13:00:07+00:00	2022-06-16T15:13:41+00:00
11527	Car 25	2022-06-16T13:01:18+00:00	2022-06-17T13:56:48+00:00
11528	RMS Down	2022-06-16T14:07:40+00:00	2022-06-16T15:14:02+00:00
11529	Printing Blank Pages	2022-06-16T14:10:34+00:00	2022-06-17T15:46:29+00:00
11530	Screen Share	2022-06-16T14:11:11+00:00	2022-06-17T15:54:30+00:00
11531	Halle & Hiral	2022-06-16T15:58:18+00:00	2022-06-16T19:36:19+00:00
11532	2021 Audit report	2022-06-16T19:30:17+00:00	2022-06-17T14:50:37+00:00
11533	Wifi down at Library	2022-06-17T15:44:23+00:00	2022-06-17T16:08:21+00:00
11534	Rec Drive	2022-06-17T15:55:22+00:00	2022-06-21T13:51:25+00:00
11535	Scanner Capture Perfect 3.1	2022-06-17T16:06:36+00:00	2022-06-17T17:14:33+00:00
11536	unit 14	2022-06-17T17:09:27+00:00	2022-06-17T17:13:52+00:00

Ticket #	Summary	Created	Closed
11537	My Computer	2022-06-17T17:17:24+00:00	2022-06-21T15:24:48+00:00
11539	Public Printers are skipping the Print Queue software - routing directly to the p...	2022-06-17T19:40:06+00:00	2022-06-21T15:23:37+00:00
11540	Supervisor Forms	2022-06-17T22:35:50+00:00	2022-06-21T15:15:53+00:00
11541	RMS	2022-06-18T13:04:35+00:00	2022-06-18T15:15:15+00:00
11542	Computer Codes	2022-06-18T19:26:31+00:00	2022-06-21T15:36:15+00:00
11546	George Email	2022-06-21T15:25:57+00:00	2022-06-21T19:50:38+00:00
11547	City Car	2022-06-21T16:41:19+00:00	2022-06-22T14:38:12+00:00
11550	Cameras not Connecting	2022-06-22T19:52:19+00:00	2022-06-22T20:07:30+00:00
11551	PW/DS door lock	2022-06-23T13:15:58+00:00	2022-06-27T14:55:20+00:00
11552	Login to your help desk portal	2022-06-25T15:56:46+00:00	2022-06-26T23:26:14+00:00
11553	Rec Center Copier/Printer is Down	2022-06-25T18:19:07+00:00	2022-06-25T19:50:24+00:00
11554	Recreation Center Printer	2022-06-27T13:23:27+00:00	2022-06-27T13:35:44+00:00
11557	Security cameras mislabeled	2022-06-27T17:11:24+00:00	2022-06-30T17:35:57+00:00
11559	Need access to James Lopez email, and move him from Streets to Fleet	2022-06-28T13:10:22+00:00	2022-06-28T14:29:46+00:00

Ticket #	Summary	Created	Closed
11560	Phone System Interruption	2022-06-28T14:32:16+00:00	2022-06-28T16:09:00+00:00
11563	Replace Mouse	2022-06-28T17:06:35+00:00	2022-06-28T22:23:35+00:00
11564	Computer 4 in computer lab	2022-06-28T18:36:46+00:00	2022-06-28T22:41:28+00:00
11565	Computer #18 unresponsive (Library)	2022-06-28T19:22:25+00:00	2022-06-30T17:36:57+00:00
11566	Phones and Internet are out at the golf course	2022-06-28T19:43:34+00:00	2022-06-28T22:23:55+00:00
11567	Hiral Patel	2022-06-28T22:05:11+00:00	2022-06-28T22:24:02+00:00
11570	Website stats?	2022-06-29T19:38:30+00:00	2022-06-30T17:16:18+00:00
11571	Rec Printer	2022-06-29T19:44:06+00:00	2022-06-30T15:50:02+00:00
11573	Computer #21	2022-06-29T23:15:27+00:00	2022-06-30T17:36:34+00:00
11574	Time Clock Down	2022-06-30T12:29:50+00:00	2022-06-30T15:49:00+00:00



Tickets

Ticket #	Summary	Created	Closed
11470	New Employee - Espinoza	2022-06-01T14:35:27+00:00	2022-06-01T15:05:13+00:00
11471	New Employee - Valdez	2022-06-01T14:36:46+00:00	2022-06-01T15:02:15+00:00
11488	Double Screen	2022-06-07T13:28:11+00:00	2022-06-07T15:20:31+00:00
11491	P Drive Set up	2022-06-08T15:50:38+00:00	2022-06-08T20:00:50+00:00
11492	Please resotre my access to City Hall	2022-06-08T16:50:06+00:00	2022-06-08T20:09:42+00:00
11494	Camera Access	2022-06-09T15:23:30+00:00	2022-06-09T16:47:19+00:00
11509	Password Reset	2022-06-13T20:47:44+00:00	2022-06-13T20:49:53+00:00
11510	Body Cam assign	2022-06-13T20:51:51+00:00	2022-06-13T20:52:04+00:00
11511	New login and email account	2022-06-13T23:29:46+00:00	2022-06-14T14:32:00+00:00
11513	VPN	2022-06-14T18:29:57+00:00	
11518	MDT and cradle point setup.	2022-06-15T14:35:35+00:00	2022-06-15T21:31:22+00:00
11519	Phone installation - Ski Hi	2022-06-15T15:04:17+00:00	2022-06-15T21:31:03+00:00
11521	Password reset	2022-06-15T21:32:39+00:00	2022-06-15T21:33:05+00:00
11526	Laptop charger not working	2022-06-16T13:00:12+00:00	2022-06-21T23:25:51+00:00

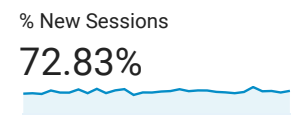
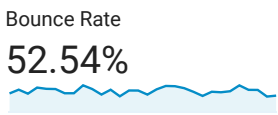
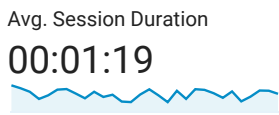
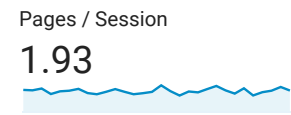
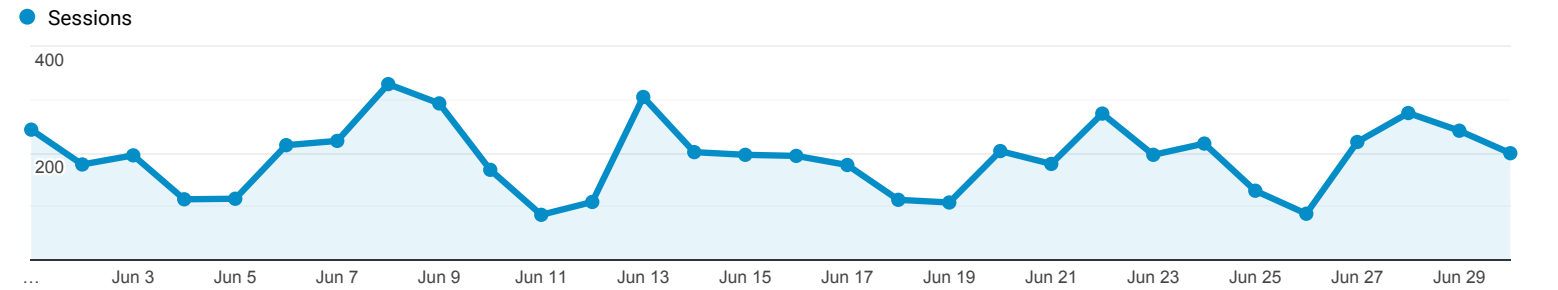
Ticket #	Summary	Created	Closed
11538	Landline Voicemail	2022-06-17T19:08:26+00:00	2022-06-22T19:54:29+00:00
11543	Not really an issue as much as a house cleaning item---Need to issue phones to seasonal and to Buff	2022-06-20T22:54:28+00:00	2022-07-05T13:51:59+00:00
11544	Help forwarding emails	2022-06-20T23:22:00+00:00	2022-06-21T13:34:06+00:00
11545	Password reset	2022-06-21T15:11:12+00:00	2022-06-21T15:38:35+00:00
11548	MDT not connecting to hotspot	2022-06-21T20:37:57+00:00	2022-06-21T23:27:20+00:00
11549	Printer setup	2022-06-21T23:26:34+00:00	2022-06-21T23:26:51+00:00
11555	Exiting Employee	2022-06-27T15:40:56+00:00	2022-06-27T15:42:12+00:00
11556	New Account/Email for Nate Gonzales	2022-06-27T16:22:18+00:00	2022-06-27T16:41:45+00:00
11558	Replace dead UPS	2022-06-27T19:36:56+00:00	2022-06-27T20:39:31+00:00
11561	Evidence printer barcode issue	2022-06-28T14:56:00+00:00	2022-06-28T14:56:56+00:00
11562	Phone forwarding	2022-06-28T16:57:33+00:00	2022-06-28T16:57:52+00:00
11568	Voice-mail setup	2022-06-29T17:50:43+00:00	2022-06-29T17:51:11+00:00
11569	Check laptops	2022-06-29T17:52:37+00:00	2022-07-05T22:11:47+00:00
11572	New Seasonal Employee - Parks Maintenance	2022-06-29T23:14:27+00:00	2022-06-30T14:35:37+00:00

Audience Overview

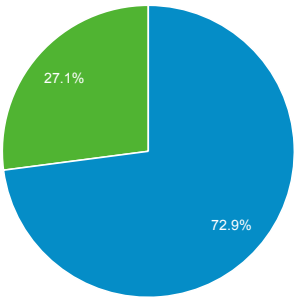
All Users
100.00% Sessions

Jun 1, 2022 - Jun 30, 2022

Overview



New Visitor Returning Visitor



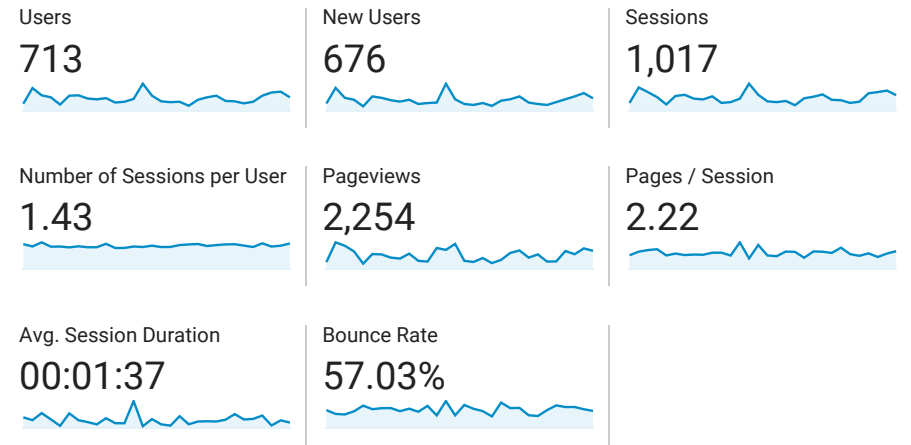
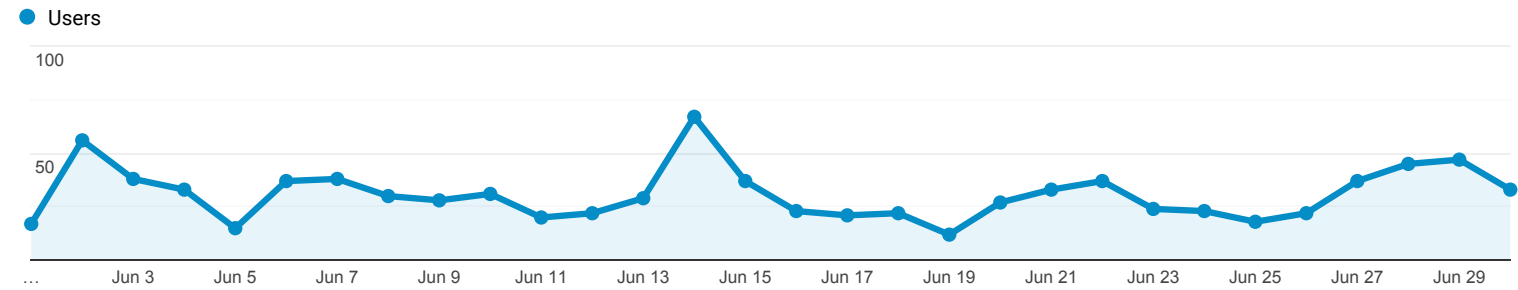
Language	Sessions	% Sessions
1. en-us	5,355	92.38%
2. ja	95	1.64%
3. fr-fr	94	1.62%
4. zh-cn	59	1.02%
5. en	37	0.64%
6. en-gb	37	0.64%
7. es-us	35	0.60%
8. c	22	0.38%
9. ja-jp	12	0.21%
10. en-au	6	0.10%

Audience Overview

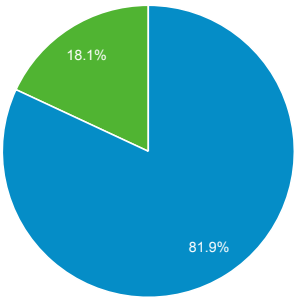
All Users
100.00% Users

Jun 1, 2022 - Jun 30, 2022

Overview



■ New Visitor ■ Returning Visitor



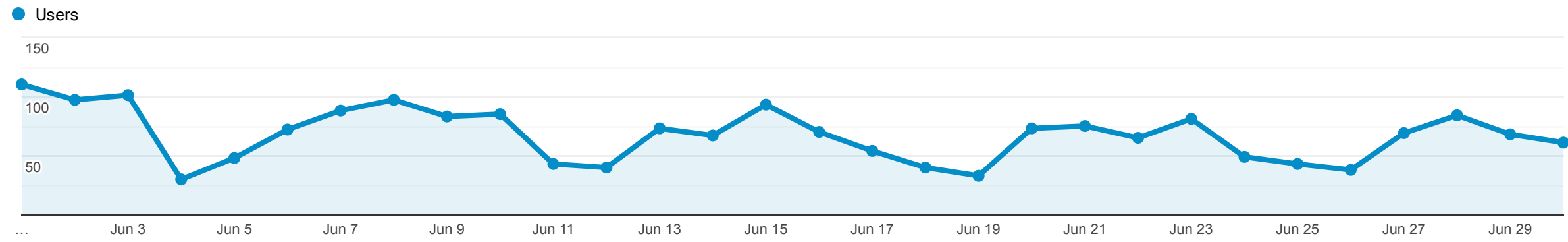
Language	Users	% Users
1. en-us	678	95.09%
2. zh-cn	9	1.26%
3. c	7	0.98%
4. en	6	0.84%
5. en-gb	5	0.70%
6. en-au	2	0.28%
7. de	1	0.14%
8. en-us@posix	1	0.14%
9. es-es	1	0.14%
10. hu-hu	1	0.14%

Audience Overview

All Users
100.00% Users

Jun 1, 2022 - Jun 30, 2022

Overview



Users
1,772

New Users
1,531

Sessions
2,222

Number of Sessions per User
1.25

Pageviews
4,059

Pages / Session
1.83

Avg. Session Duration
00:01:13

Bounce Rate
51.98%

New Visitor
77.6%

Returning Visitor
22.4%

Language		Users	% Users
1.	en-us	1,725	97.35%
2.	en	12	0.68%
3.	en-gb	9	0.51%
4.	en-ca	8	0.45%
5.	de-de	4	0.23%
6.	en-za	2	0.11%
7.	es-us	2	0.11%
8.	zh-cn	2	0.11%
9.	(not set)	1	0.06%
10.	c	1	0.06%



Board and IT Committee Report

City of Alamosa
July 12, 2022



Table of Contents

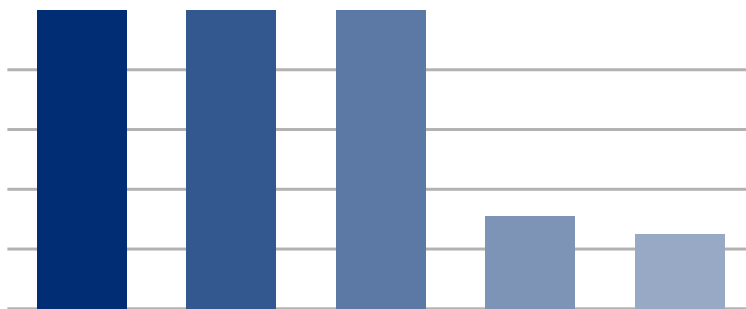
Adlumin Account Activity	3
Network Health	4
Device Activity	6
Endpoint Activity	7
Dark Net Exposure	9
Detection Analysis	10
SnapShot365	24

Adlumin Account Activity

Accounts using the Adlumin platform

Username	Last Login	Total Logins to Date	Created Date
Brandon Doss	2022-01-18 13:04:08 MST	11	2022-01-03 11:22:30 MST
Christian Batzer	2022-05-16 14:39:24 MDT	39	2021-12-13 05:07:14 MST
Brandon Gallegos	2022-07-12 14:22:40 MDT	79	2021-12-13 05:06:46 MST
Jim Belknap	2022-04-01 08:46:14 MDT	34	2021-12-13 05:06:22 MST

Most Requested Reports In the Last 29 Days



4	Stale Accounts Report
16	Access Failure Report
16	Privileged Account Activity Report (PDF)
5	Board and IT Committee Report
16	Object Manipulation Report

4

Total Adlumin Users

1

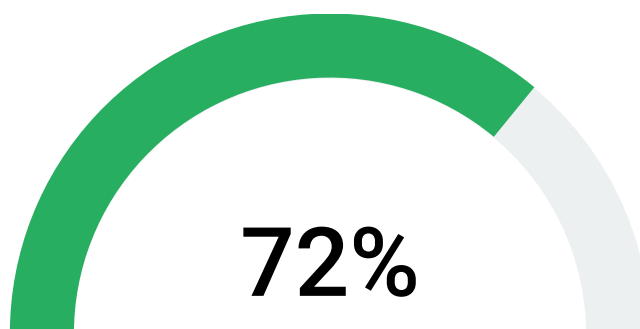
Users That Logged in the Last 29 Days

24

Number of Recurring Scheduled Reports

Network Health

Adlumin's Network Health Index uses an algorithm based on network management best practices and provides a high-level view of risk within your organization. Updated: 2022-07-12 15:14:36 UTC



Category	Details	Status	Metric	Deduction
Detections - Critical	Detections marked "Critical" by machine learning or custom configuration that are unacknowledged. Acknowledge Critical detection's to increase your network health score.		0	0
Detections - High	Detections marked "High" by machine learning or custom configuration that are unacknowledged. Acknowledge High detections to increase your network health score.		0	0
Accounts with Passwords that Do Not Expire	These are accounts that are configured with passwords that never expire. Change the configuration or input a note with you valid business reason for each account to increase your network health score.		0.86%	0
At Risk Shares	At risk shares are networked shared resources where there is the potential for unprivileged accounts or groups to have privileged access, FULLCONTROL, or elevated access to networked shared drives.		0.89%	0
At Risk Systems	At risk systems are systems where there is the potential for unprivileged accounts or groups to have privileged access, administrative access, to networked systems.		1.75%	0
Circular Groups	Circular logic indicates a group object is both a parent and child of another group. This may have unintended consequences and provide privileged access to network resources. Change the group configuration to increase your network health index.		0	0
IT Operations Failures	Repeated failed logon attempts may indicate a brute force attack or disruption of network services. Discover the reason for the repeated account failures and disable the process.		2	-5
Account Password Expiration Duration	This metric indicates a compliance violation. These accounts are enabled, not locked, and the last time their password was reset exceeds the time limit of 90 days. Change the configuration or input a note with you valid business reason for each account to increase your network health score.		7.33	-10
Privileged Domain Accounts	Adlumin has determined that you have an abnormally high number of privileged domain accounts. Reduce the number of privileged domain accounts to increase your network health score.		4.74%	0

Category	Details	Status	Metric	Deduction
Reversible Encryption	This metric indicates a compliance violation. Storing encrypted passwords in a way that is reversible means that the encrypted passwords can be decrypted. Change the configuration or input a note with you valid business reason for each account to increase your network health score.		false	0
Snapshot365	Log data clusters stored securely for compliance requirements. Contact Adlumin Support to activate SnapShot365.		false	-3
Stale Accounts	This metric is a compliance violation. These accounts have not been logged into the last 90 days. Change the configuration or input a note with you valid business reason for each account to increase your network health score.		8.19%	-10
Network Health Index			72%	

Device Activity

Firewall Data, VPN Data, and other Inputs Checking into the Adlumin Platform

4

Total Sevices and Devices
monitored by Adlumin

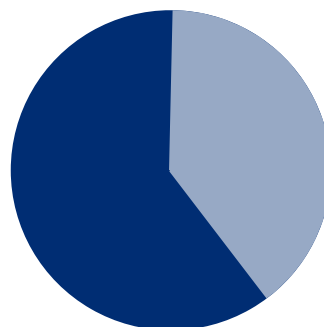
89,588,668

Total events from
2022-06-01 06:00:00 MDT to
2022-07-01 05:59:59 MDT

Firewall Events

Most Frequent Detection Type

Adlumin Detection Method



60% Machine Learning
40% Custom Detections

Device Type	Total Events	Total Detections	Unacknowledged Detections	Acknowledged Detections	Custom Detections
Firewall Events	87,610,421	33	4	29	0
VPN Events	1,968,491	0	0	0	0
Sophos Events	4,878	11	1	10	11
Endpoint Security Events	4,878	0	0	0	0

Endpoint Activity

From 2022-06-01 06:00:00 MDT to 2022-07-01 05:59:59 MDT

Object Manipulation

Top Detection

171

Systems

3

At Risk Systems

6

At Risk Shares

Detection Type	Number of Detections	Unacknowledged	Acknowledged	Machine Learning
Account Manipulation	5	5	0	0
Object Manipulation	4	4	0	0
System Access Failures	2	2	0	0
SOAR Action	1	0	1	0
Windows Defender Disabled	1	1	0	0
Perimeter Defense	1	1	0	0
Account Access Failures	1	1	0	0

0

Object Manipulations

6,505,515

Access Events

3,266,340

Access Failures

0

USB Events

3,938

File Creations

Windows OS Version	Count	Mainstream Support Ends	Extended Support Ends
Microsoft Windows 10 Pro	112	Software updates are continuous	10-14-2025
Microsoft Windows 11 Pro	31		
Microsoft Windows Server 2019 Standard	9	01-09-2024	01-09-2029
Microsoft Windows Server 2016 Standard	6	01-11-2022	01-12-2027
Microsoft Windows Server 2012 R2 Standard	3	Ended 10-09-2018	10-10-2023

Windows OS Version	Count	Mainstream Support Ends	Extended Support Ends
Microsoft Windows 10 Pro for Workstations	2	Software updates are continuous	10-14-2025
Microsoft Windows Server 2012 Standard	2	Ended 10-09-2018	10-10-2023
Microsoft Windows 7 Professional	2	Ended 01-13-2015	Ended 01-14-2020, Windows 10 recommended, refer to IT Department for update and deployment information.
Microsoft Windows Server 2022 Standard	2		
Microsoft Windows 10 Education	1		
Microsoft Windows 10 Enterprise 2016 LTSC	1	10-12-2021	10-13-2026

Dark Net Exposure

Recent breach telemetry

0

Dark Net
Detections

0

Events

0

Breached
Accounts

0

Breached
Privileged
Accounts

Dark Net Exposure Detections

0 detections

Most Recent Breaches

0 breaches

Detection Analysis

A breakdown of detection types and sources

Attack Patterns

Device data analysis

2,062

Denial of Service

0

Brute Force

849

Port Scanning

2

Malware Activity

43

Exploitation

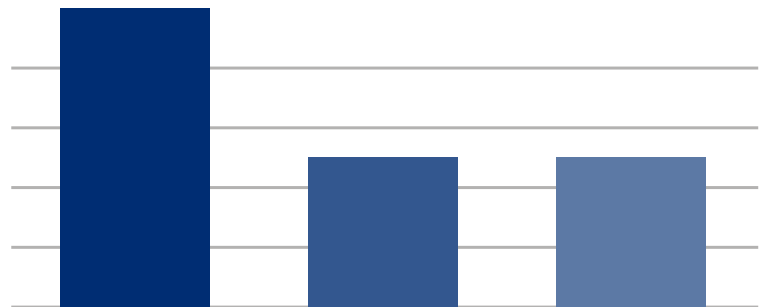
7

Remote Access

7

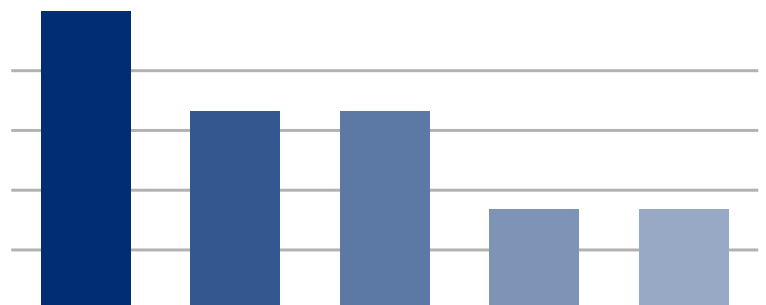
Other Attack Patterns

Top Systems with Detections



6	COFA2
3	COFANAS1
3	COFA3

Top Accounts with Detections



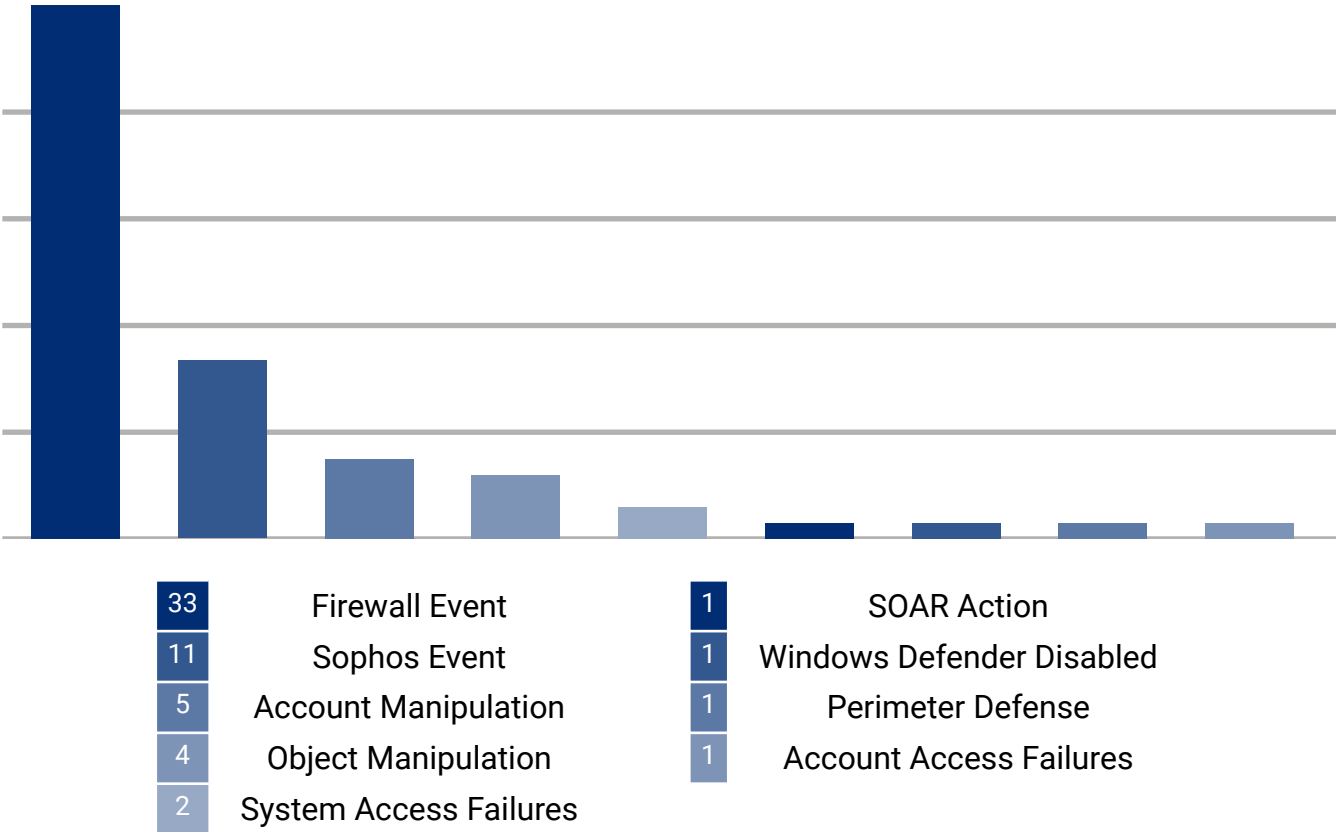
3	bgallegos
2	jbelknap
2	administrator
1	N/A - 606
1	cbatzer

Detection Analysis

Top Detection Types

From 2022-06-01 06:00:00 MDT to 2022-07-01 05:59:59 MDT

Severity Level: All Levels



Detections Acknowledged

Severity Level: Critical and High



Detections

Severity Level: Critical and High

Severity	ID	Detection Type	Time
 Critical	526	Sophos Event	2022-06-16 02:15:12 MDT

Source	172.16.0.29
Destination	N/A
Account	n/a
Details	Custom detection defined in Sophos device view: ransomware: <30>CEF:0 sophos sophos central 1.0 Event::Endpoint::HmpaCryptoGuardSMB CryptoGuard detected a ransomware attack from 172.16.0.2 5 source_info_ip=172.16.0.29 customer_id=60aa25bb-aa87-493f-b04e-96e65b152997 endpoint_id=606cc7a0-1bd0-453a-94ad-5fb9426953b9 endpoint_type=server id=83159147-2ef8-474d-81e1-811079fc7fb6 group=RUNTIME_DETECTIONS datastream=event rt=2022-06-16T08:00:49.820Z end=2022-06-16T08:00:46.000Z dhost=CofaNas1 suser=n/a
Notes	<i>Detection cleared by Brandon Gallegos</i> <i>---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>

Severity	ID	Detection Type	Time
 Critical	524	Sophos Event	2022-06-16 02:15:12 MDT

Source	N/A
Destination	N/A
Account	N/A

Details	Custom detection defined in Sophos device view: 8 && ransomware: <30>CEF:0 sophos sophos central 1.0 Event::Endpoint::HmpaCryptoGuardSMBOrigin CryptoGuard detected a ransomware attack from this device against CofaNas1 8 customer_id=60aa25bb-aa87-493f-b04e-96e65b152997 threat=CryptoGuard event_service_event_id=e8ba5727-c15e-4dd8-9043-4b5cec1cec4b description=CryptoGuard detected a ransomware attack from this device against CofaNas1 data_created_at=1655366449738 data_endpoint_id=4784029e-b214-4459-ad0d-b26d33d49d22 data_endpoint_java_id=4784029e-b214-4459-ad0d-b26d33d49d22 data_endpoint_platform=windows data_endpoint_type=server data_event_service_id=e8ba5727-c15e-4dd8-9043-4b5cec1cec4b data_hmpa_exploit_family_id=606cc7a0-1bd0-453a-94ad-5fb9426953b9 data_hmpa_exploit_process_version=None data_hmpa_exploit_thumbprint=None data_hmpa_exploit_ip_address=172.16.0.2 data_hmpa_exploit_type=CryptoGuard data_hmpa_exploit_process_pid=None data_hmpa_exploit_version=3.8.3.812 data_hmpa_exploit_uid=72334792-9455-f10e-96c5-d9df3f8c0475 data_hmpa_exploit_process_alias_path=None data_hmpa_exploit_process_name=None data_hmpa_exploit_details=Mitigation CryptoGuard
---------	---

Notes	<i>Detection cleared by Brandon Gallegos</i> ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT
-------	--

Severity	ID	Detection Type	Time
 Critical	523	Sophos Event	2022-06-16 02:15:12 MDT

Source	N/A
Destination	N/A
Account	N/A

Details	Custom detection defined in Sophos device view: ransomware: <30>CEF:0 sophos sophos central 1.0 Event::Endpoint::HmpaCryptoGuardSMB Origin CryptoGuard detected a ransomware attack from this device against CofaNas1 8 customer_id=60aa25bb-aa87-493f-b04e-96e65b152997 threat=CryptoGuard event_service_event_id=e8ba5727-c15e-4dd8-9043-4b5cec1cec4b description=CryptoGuard detected a ransomware attack from this device against CofaNas1 data_created_at=1655366449738 data_endpoint_id=4784029e-b214-4459-ad0d-b26d33d49d22 data_endpoint_java_id=4784029e-b214-4459-ad0d-b26d33d49d22 data_endpoint_platform=windows data_endpoint_type=server data_event_service_id=e8ba5727-c15e-4dd8-9043-4b5cec1cec4b data_hmpa_exploit_family_id=606cc7a0-1bd0-453a-94ad-5fb9426953b9 data_hmpa_exploit_process_version=None data_hmpa_exploit_thumbprint=None data_hmpa_exploit_ip_address=172.16.0.2 data_hmpa_exploit_type=CryptoGuard data_hmpa_exploit_process_pid=None data_hmpa_exploit_version=3.8.3.812 data_hmpa_exploit_uid=72334792-9455-f10e-96c5-d9df3f8c0475 data_hmpa_exploit_process_alias_path=None data_hmpa_exploit_process_name=None data_hmpa_exploit_details=Mitigation CryptoGuard
Notes	<i>Detection cleared by Brandon Gallegos ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>

Severity	ID	Detection Type	Time
 Critical	522	Sophos Event	2022-06-16 02:15:11 MDT

Source	N/A
Destination	N/A
Account	N/A

Details	Custom detection defined in Sophos device view: ransomware: <30>CEF:0 sophos sophos central 1.0 Event::Endpoint::HmpaCryptoGuardSMB CryptoGuard detected a ransomware attack from 172.16.0.2 5 customer_id=60aa25bb-aa87-493f-b04e-96e65b152997 threat=CryptoGuard event_service_event_id=83159147-2ef8-474d-81e1-811079fc7fb6 description=CryptoGuard detected a ransomware attack from 172.16.0.2 data_created_at=1655366449820 data_endpoint_id=606cc7a0-1bd0-453a-94ad-5fb9426953b9 data_endpoint_java_id=606cc7a0-1bd0-453a-94ad-5fb9426953b9 data_endpoint_platform=windows data_endpoint_type=server data_event_service_id=83159147-2ef8-474d-81e1-811079fc7fb6 data_hmpa_exploit_uid=72334792-9455-f10e-96c5-d9df3f8c0475 data_hmpa_exploit_family_id=cc8c05c4-011b-216b-d4b8-feab69069140 data_hmpa_exploit_process_alias_path=None data_hmpa_exploit_process_name=None data_hmpa_exploit_process_version=None data_hmpa_exploit_thumbprint=None data_hmpa_exploit_details=Mitigation CryptoGuard
---------	--

Notes	<i>Detection cleared by Brandon Gallegos</i> <i>---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>		
Severity	ID	Detection Type	Time
 Critical	521	Sophos Event	2022-06-16 02:15:11 MDT

Source	172.16.0.2
Destination	N/A
Account	n/a
Details	Custom detection defined in Sophos device view: 8 && ransomware: <30>CEF:0 sophos sophos central 1.0 Event::Endpoint::HmpaCryptoGuardSMBOrigin CryptoGuard detected a ransomware attack from this device against CofaNas1 8 source_info_ip=172.16.0.2 customer_id=60aa25bb-aa87-493f-b04e-96e65b152997 endpoint_id=4784029e-b214-4459-ad0d-b26d33d49d22 endpoint_type=server id=e8ba5727-c15e-4dd8-9043-4b5cec1cec4b group=RUNTIME_DETECTIONS datastream=event rt=2022-06-16T08:00:49.738Z end=2022-06-16T08:00:46.000Z dhost=Cofa2 suser=n/a

Notes	<i>Detection cleared by Brandon Gallegos</i> <i>---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>		
Severity	ID	Detection Type	Time
 Critical	520	Sophos Event	2022-06-16 02:15:11 MDT

Source	172.16.0.2
Destination	N/A
Account	n/a
Details	Custom detection defined in Sophos device view: ransomware: <30>CEF:0 sophos sophos central 1.0 Event::Endpoint::HmpaCryptoGuardSMBOrigin CryptoGuard detected a ransomware attack from this device against CofaNas1 8 source_info_ip=172.16.0.2 customer_id=60aa25bb-aa87-493f-b04e-96e65b152997 endpoint_id=4784029e-b214-4459-ad0d-b26d33d49d22 endpoint_type=server id=e8ba5727-c15e-4dd8-9043-4b5cec1cec4b group=RUNTIME_DETECTIONS datastream=event rt=2022-06-16T08:00:49.738Z end=2022-06-16T08:00:46.000Z dhost=Cofa2 suser=n/a

Notes	<i>Detection cleared by Brandon Gallegos</i> <i>---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>		
Severity	ID	Detection Type	Time
 High	545	Firewall Event	2022-06-27 01:54:55 MDT

Source	194.135.33.137
Destination	216.245.78.138
Account	N/A
Details	Threat intelligence has identified the IP address 194.135.33.137 as potentially malicious; Proofpoint Emerging Threats. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
Notes	<i>Detection cleared by Brandon Gallegos</i> ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT

Severity	ID	Detection Type	Time
 High	544	Firewall Event	2022-06-26 22:19:16 MDT

Source	194.135.33.137
Destination	64.57.60.46
Account	N/A
Details	Threat intelligence has identified the IP address 194.135.33.137 as potentially malicious; Proofpoint Emerging Threats. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
Notes	<i>Detection cleared by Brandon Gallegos</i> ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT

Severity	ID	Detection Type	Time
 High	543	Firewall Event	2022-06-26 23:35:44 MDT

Source	194.135.33.137
Destination	64.57.60.228
Account	N/A
Details	Threat intelligence has identified the IP address 194.135.33.137 as potentially malicious; Proofpoint Emerging Threats. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.

Notes	Detection cleared by Brandon Gallegos ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT		
Severity	ID	Detection Type	Time
 High	542	Firewall Event	2022-06-24 21:54:23 MDT
Source	46.249.32.12		
Destination	64.57.60.46		
Account	N/A		
Details	Threat intelligence has identified the IP address 46.249.32.12 as potentially malicious; CISA AIS - NCCIC:Indicator-431d5654-df53-4bec-8478-a2761ac9190d. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.		
Notes	Detection cleared by Brandon Gallegos ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT		
Severity	ID	Detection Type	Time
 High	541	Firewall Event	2022-06-24 23:10:51 MDT
Source	46.249.32.12		
Destination	64.57.60.228		
Account	N/A		
Details	Threat intelligence has identified the IP address 46.249.32.12 as potentially malicious; CISA AIS - NCCIC:Indicator-431d5654-df53-4bec-8478-a2761ac9190d. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.		
Notes	Detection cleared by Brandon Gallegos ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT		
Severity	ID	Detection Type	Time
 High	540	Firewall Event	2022-06-24 23:23:55 MDT
Source	46.249.32.12		
Destination	216.245.78.138		

Account	N/A
Details	Threat intelligence has identified the IP address 46.249.32.12 as potentially malicious; CISA AIS - NCCIC:Indicator-431d5654-df53-4bec-8478-a2761ac9190d. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
Notes	<i>Detection cleared by Brandon Gallegos</i> ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT

Severity	ID	Detection Type	Time
 High	538	Firewall Event	2022-06-18 21:53:09 MDT

Source	2.27.102.33
Destination	64.57.60.46
Account	N/A
Details	Threat intelligence has identified the IP address 2.27.102.33 as potentially malicious; CISA AIS - NCCIC:Indicator-bb5144c2-9f48-4659-8bba-d0f5bee56630. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
Notes	<i>Detection cleared by Brandon Gallegos</i> ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT

Severity	ID	Detection Type	Time
 High	534	Firewall Event	2022-06-18 10:12:38 MDT

Source	62.197.136.157
Destination	172.16.0.8
Account	N/A
Details	Threat intelligence has identified the IP address 62.197.136.157 as potentially malicious; CISA AIS - NCCIC:Indicator-7fd90b5f-bf28-4fe2-9018-719b809641af. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
Notes	<i>Detection cleared by Brandon Gallegos</i> ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT

Severity	ID	Detection Type	Time
 High	533	Firewall Event	2022-06-20 23:54:47 MDT
Source	62.197.136.157		
Destination	216.245.78.138		
Account	N/A		
Details	Threat intelligence has identified the IP address 62.197.136.157 as potentially malicious; CISA AIS - NCCIC:Indicator-7fd90b5f-bf28-4fe2-9018-719b809641af. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.		
Notes	<i>Detection cleared by Brandon Gallegos</i> <i>---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>		
Severity	ID	Detection Type	Time
 High	532	Firewall Event	2022-06-19 19:48:28 MDT
Source	104.168.96.111		
Destination	64.57.60.46		
Account	N/A		
Details	Threat intelligence has identified the IP address 104.168.96.111 as potentially malicious; CISA AIS - NCCIC:Indicator-9a406c85-63e0-4cea-b794-5ad5b50afe8c. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.		
Notes	<i>Detection cleared by Brandon Gallegos</i> <i>---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>		
Severity	ID	Detection Type	Time
 High	530	Firewall Event	2022-06-16 21:51:11 MDT
Source	46.249.32.112		
Destination	64.57.60.228		
Account	N/A		

Details	Threat intelligence has identified the IP address 46.249.32.112 as potentially malicious; CISA AIS - NCCIC:Indicator-c53033a2-7a5f-416c-864e-84ada07d444a. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
---------	--

Notes	<i>Detection cleared by Brandon Gallegos</i> <i>---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>
-------	--

Severity	ID	Detection Type	Time
 High	529	Firewall Event	2022-06-16 22:41:37 MDT

Source	46.249.32.112
--------	---------------

Destination	64.57.60.46
-------------	-------------

Account	N/A
---------	-----

Details	Threat intelligence has identified the IP address 46.249.32.112 as potentially malicious; CISA AIS - NCCIC:Indicator-c53033a2-7a5f-416c-864e-84ada07d444a. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
---------	--

Notes	<i>Detection cleared by Brandon Gallegos</i> <i>---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>
-------	--

Severity	ID	Detection Type	Time
 High	525	Sophos Event	2022-06-16 02:15:12 MDT

Source	N/A
--------	-----

Destination	N/A
-------------	-----

Account	N/A
---------	-----

Details	Custom detection defined in Sophos device view: 8 && threat: <30>CEF:0 sophos sophos central 1.0 Event::Endpoint::HmpaCryptoGuardSMBOrigin CryptoGuard detected a ransomware attack from this device against CofaNas1 8 customer_id=60aa25bb-aa87-493f-b04e-96e65b152997 threat=CryptoGuard event_service_event_id=e8ba5727-c15e-4dd8-9043-4b5cec1cec4b description=CryptoGuard detected a ransomware attack from this device against CofaNas1 data_created_at=1655366449738 data_endpoint_id=4784029e-b214-4459-ad0d-b26d33d49d22 data_endpoint_java_id=4784029e-b214-4459-ad0d-b26d33d49d22 data_endpoint_platform=windows data_endpoint_type=server data_event_service_id=e8ba5727-c15e-4dd8-9043-4b5cec1cec4b data_hmpa_exploit_family_id=606cc7a0-1bd0-453a-94ad-5fb9426953b9 data_hmpa_exploit_process_version=None data_hmpa_exploit_thumbprint=None data_hmpa_exploit_ip_address=172.16.0.2 data_hmpa_exploit_type=CryptoGuard data_hmpa_exploit_process_pid=None data_hmpa_exploit_version=3.8.3.812 data_hmpa_exploit_uid=72334792-9455-f10e-96c5-d9df3f8c0475 data_hmpa_exploit_process_alias_path=None data_hmpa_exploit_process_name=None data_hmpa_exploit_details=Mitigation CryptoGuard
Notes	<i>Detection cleared by Brandon Gallegos</i> <i>---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>

Severity	ID	Detection Type	Time
 High	519	Firewall Event	2022-05-12 21:23:43 MDT

Source	104.168.96.111
Destination	64.57.60.228
Account	N/A
Details	Threat intelligence has identified the IP address 104.168.96.111 as potentially malicious; CISA AIS - NCCIC:Indicator-fe7ce2e1-c929-434f-9856-2c3ca5216cd5. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
Notes	<i>Detection cleared by Brandon Gallegos</i> <i>---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>

Severity		ID	Detection Type	Time
	High	518	Firewall Event	2022-05-17 22:32:59 MDT
Source	104.168.96.111			
Destination	216.245.78.138			

Account	N/A
Details	Threat intelligence has identified the IP address 104.168.96.111 as potentially malicious; CISA AIS - NCCIC:Indicator-fe7ce2e1-c929-434f-9856-2c3ca5216cd5. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
Notes	<i>Detection cleared by Brandon Gallegos</i> ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT

Severity	ID	Detection Type	Time
 High	517	Firewall Event	2022-06-13 23:29:17 MDT

Source	2.56.59.202
Destination	216.245.78.138
Account	N/A
Details	Threat intelligence has identified the IP address 2.56.59.202 as potentially malicious; CISA AIS - NCCIC:Indicator-e4c6002a-3ea3-403f-9429-4ac7c72b9578. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
Notes	<i>Detection cleared by Brandon Gallegos</i> ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT

Severity	ID	Detection Type	Time
 High	516	Firewall Event	2022-06-14 00:55:11 MDT

Source	2.56.59.202
Destination	64.57.60.46
Account	N/A
Details	Threat intelligence has identified the IP address 2.56.59.202 as potentially malicious; CISA AIS - NCCIC:Indicator-e4c6002a-3ea3-403f-9429-4ac7c72b9578. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
Notes	<i>Detection cleared by Brandon Gallegos</i> ---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT

Severity	ID	Detection Type	Time
 High	515	Firewall Event	2022-06-14 05:30:44 MDT

Source	2.56.59.202
Destination	64.57.60.228
Account	N/A
Details	Threat intelligence has identified the IP address 2.56.59.202 as potentially malicious; CISA AIS - NCCIC:Indicator-e4c6002a-3ea3-403f-9429-4ac7c72b9578. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
Notes	<i>Detection cleared by Brandon Gallegos</i> <i>---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>

Severity	ID	Detection Type	Time
 High	514	Firewall Event	2022-06-12 08:36:18 MDT

Source	209.141.43.236
Destination	64.57.60.46
Account	N/A
Details	Threat intelligence has identified the IP address 209.141.43.236 as potentially malicious; CISA AIS - NCCIC:Indicator-83357b30-67e8-4f0a-b2e7-86f4e18be74f. Adlumin conducts real-time and retroactive threat intelligence analysis against log data whenever new indicators of compromise are consumed. Retroactive threat intelligence analysis means threat intelligence detections can be produced even on log data that is several months old.
Notes	<i>Detection cleared by Brandon Gallegos</i> <i>---Added by Brandon Gallegos on 2022-07-12 09:14:32 MDT</i>

[View all 80 detections in the Adlumin portal](#)



SnapShot365

Log data clusters stored securely for compliance requirements

Currently this service is not enabled for your organization

City Clerk/Municipal Court June 2022 Monthly Report

Prepared and distributed June birthday cards.

LIQUOR:

- Renewals:
 - o BPO Elks
 - o Wal Mart Stores Inc
 - o Hunan Chinese Restaurant
 - o Nino's Del Sol
 - o Calvillos Liquor
- Inspections:
- Special Events Permits:
 - o SLV Pride – Cole Park
 - o American Legion
 - o Chamber of Commerce – Young Professionals
 - o SLV Heath Foundation
- Transfer of Ownership:
 - o

COURT:

- Court held June 6, 8, 27, 28

BOARDS & COMMISSIONS:

- Reappointed for HPAC (2), Main Street Advisory (2), Personnel, and Tree Boards
- Reappointed for Recreation Advisory Board

OTHER:

- Regular Attendance to Council Meetings
- Council Attended Retreat in Del Norte
- Council Attended CML Annual Conference in Breckenridge
- Councilor Ward 2 Resigned, Received 3 Letters of Intent
- License Renewal of Security Service/Security Guard
- Open Records Request: APD

OUTSIDE ORGANIZATION REPRESENTATION:

- Attendance to CAMCA Mini Conference



Filed Or Closed Cases Listing

ALAMOSA MUNICIPAL COURT

7/1/2022 8:35:03 AM

Totals For Filed Date From 06/01/2022 To 06/30/2022

Posted Fee Totals For Transaction Date From 06/01/2022 To 06/30/2022

Violations By Filed Date

CITY ORDINANCE	7
PARKING	2
TRAFFIC	14
Total Violations Filed:	23

Violations Completed-Paid Fines By Filed Date

CL-DOCKET CLOSED

CITY ORDINANCE	6
PARKING	7
TRAFFIC	39
CL	52

DENIED-DENIED FILING, CLOSED

CITY ORDINANCE	2
DENIED	2
Total Violations Completed-Paid Fines:	54

Violations Completed-Before Judge By Filed Date

CL-DOCKET CLOSED

CITY ORDINANCE	1
CL	1
Total Violations Completed-Before Judge:	1



Filed Or Closed Cases Listing

ALAMOSA MUNICIPAL COURT

7/1/2022 8:35:03 AM

Totals For Filed Date From 06/01/2022 To 06/30/2022

Posted Fee Totals For Transaction Date From 06/01/2022 To 06/30/2022

Violations Completed-Other By Filed Date

DD-DISMISSED AFTER DEFERRED

TRAFFIC

1

DD

1

DP-DISMISSED BY PROSECUTOR

CITY ORDINANCE

2

TRAFFIC

1

DP

3

DV-DIVERSION VOID

CITY ORDINANCE

2

TRAFFIC

1

DV

3

VD-VOIDED DOCKET

CITY ORDINANCE

1

VD

1

Total Violations Completed-Paid Fines:

8



Filed Or Closed Cases Listing

ALAMOSA MUNICIPAL COURT

7/1/2022 8:35:03 AM

Totals For Filed Date From 06/01/2022 To 06/30/2022

Posted Fee Totals For Transaction Date From 06/01/2022 To 06/30/2022

Total Violations Completed-Paid Fines:	54
Total Violations Completed-Before Judge:	1
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	8
Total Violations Completed:	63
Total Violations Filed:	23
Net Difference Filed - Completed:	-40

Warrants Issued

CITY ORDINANCE	47		
TRAFFIC	1		
Total Warrants Issued:	48	Total Violations:	48

Warrants Cleared

CITY ORDINANCE	42		
Total Warrants Cleared:	42	Total Violations:	42
Total Warrants Issued:	48		
Total Warrants Cleared:	42		
Net Difference:	6		

Violations Completed-Other Paid By Filed Date

AJ-TRAFFIC DEFERRAL

TRAFFIC	2		
AJ		2	



Filed Or Closed Cases Listing

ALAMOSA MUNICIPAL COURT

7/1/2022 8:35:03 AM

Totals For Filed Date From 06/01/2022 To 06/30/2022

Posted Fee Totals For Transaction Date From 06/01/2022 To 06/30/2022

Violations Completed-Other Paid By Filed Date

BH-BOND HEARING

CITY ORDINANCE	18
----------------	----

BH	18
----	----

CP-PENDING COLLECTIONS

CITY ORDINANCE	1
----------------	---

CP	1
----	---

CR-CLERK REVIEW

CITY ORDINANCE	1
----------------	---

CR	1
----	---

DP-DISMISSED BY PROSECUTOR

CITY ORDINANCE	1
----------------	---

DP	1
----	---

EX-EXTENSION OF TIME TO PAY

CITY ORDINANCE	1
----------------	---

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

EX	2
----	---

IA-INITIAL APPEARANCE

TRAFFIC	2
---------	---

IA	2
----	---

PD-PENDING

PARKING	4
---------	---

TRAFFIC	8
---------	---

PD	12
----	----



Filed Or Closed Cases Listing

ALAMOSA MUNICIPAL COURT

7/1/2022 8:35:03 AM

Totals For Filed Date From 06/01/2022 To 06/30/2022

Posted Fee Totals For Transaction Date From 06/01/2022 To 06/30/2022

Violations Completed-Other Paid By Filed Date

PP-PAYMENT PLAN

TRAFFIC

1

PP

1

RH-RESTITUTION HEARING

TRAFFIC

1

RH

1

ST-STATUS HEARING

CITY ORDINANCE

18

TRAFFIC

2

ST

20

TR-TRIAL - NON JURY

CITY ORDINANCE

1

TRAFFIC

2

TR

3

Total Violations Completed-Other Paid:

64



Filed Or Closed Cases Listing

ALAMOSA MUNICIPAL COURT

7/1/2022 8:35:03 AM

Posted Fee Totals For Transaction Date From 06/01/2022 To 06/30/2022

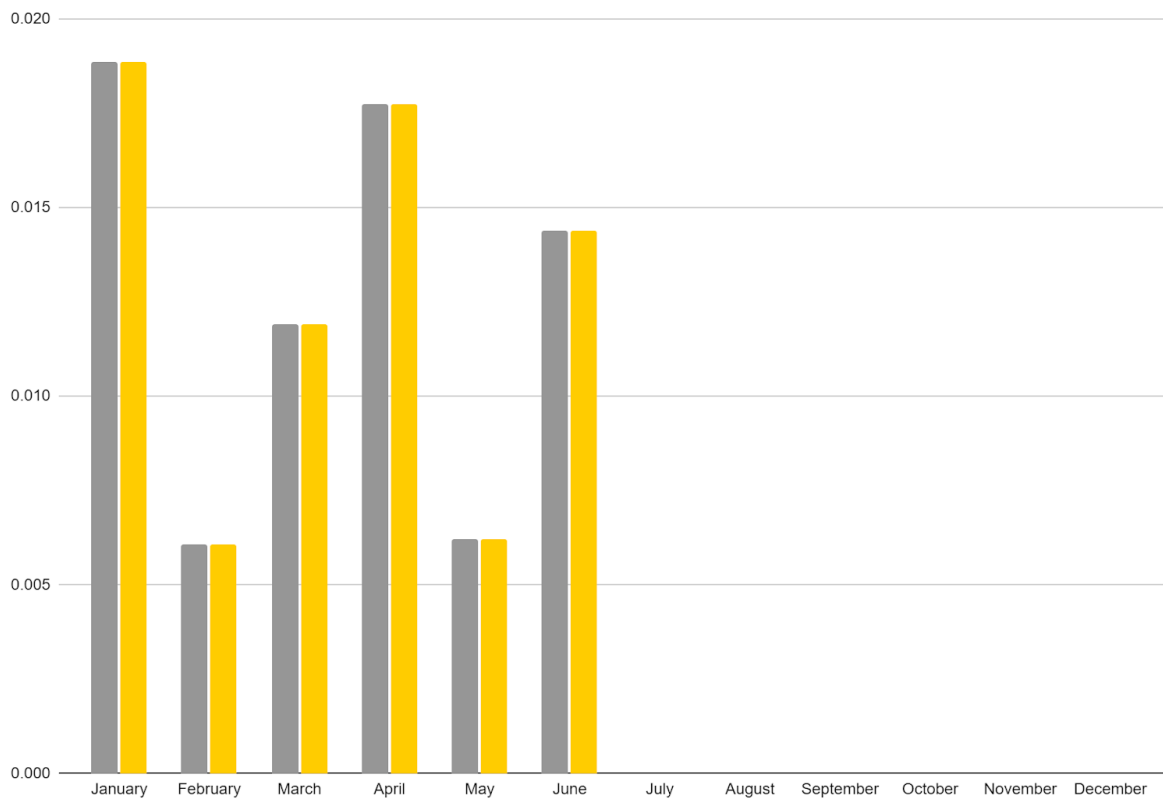
Fee Code	Fee Description	Paid
		\$0.00
CCOST	COURT COSTS	\$320.00
DEFER	DEFERRED FEE	\$50.00
FINE	Fine	\$5,302.00
LATE	LATE FEE	\$20.00
OJW	OUTSTANDING JUDGMENT WAR	\$30.00
PD SUR	PD SURCHARGE	\$1,075.00
REST	RESTITUTION	\$281.98
TP	SERVICE CHARGE	\$30.00
VA	VICTIMS ASSISTANCE	\$120.00
WF	WARRANT FEE	\$310.00

Report Totals:	\$7,538.98
----------------	------------

HUMAN RESOURCES MONTHLY REPORT

June 2022

City of Alamosa Turnover Rate					
Full-Time & Part-Time Year Round Employment					
Month	Number of Separated Employees	Average Number of Employees	Monthly Turnover Rates (Percentage)	Quarterly Turnover Rates	Annual Turnover Rate
January	3	159	1.9%		
February	1	165	0.6%		
March	2	168	1.2%	3.7%	
April	3	169	1.8%		
May	1	161	0.6%		
June	2	139	1.4%	3.8%	
July	0	1	0.0%		
August	0	1	0.0%		
September	0	1	0.0%	0.0%	
October	0	1	0.0%		
November	0	1	0.0%		
December	0	1	0.0%	0.0%	7.5%



Workers Compensation:

New filings: 0



Alamosa Police Department

June 2022 Month End Report

Part 1 Crime Category	Apr-22	May-22	Jun-22	Jun-21	Raw # Change	Year to Date
Part 1 Violent Crimes						
Homicide	0	0	0	0	0	0
Sexual Assaults	0	1	1	2	-1	13
Robbery	0	1	0	1	-1	5
Aggravated Assault	2	4	2	3	-1	19
Total Violent Crimes	2	6	3	6	-3	37
Part 1 Property Crimes						
Burglary	3	7	8	4	4	36
Larceny	36	31	49	29	20	219
Vehicle Theft	2	5	5	2	3	24
Total Property Crimes	41	43	62	35	27	279
Total Part 1 Crimes	43	49	65	41	24	316
Miscellaneous Offenses						
Domestic Violence	6	10	4	10	-6	41
Simple Assault	4	8	11	12	-1	40
Drug Related	8	12	9	9	0	72
Liquor Laws	1	0	1	0	1	6
Harassment	7	7	14	13	1	51
DUI/DWAI/DUID	4	3	3	7	-4	36
Arson	1	1	1	2	-1	8
Traffic Related						
Traffic Accidents	36	25	31	34	-3	185
Fatal	0	0	0	0	0	0
Injury	4	2	6	4	2	16
Property Damage	32	23	25	30	-5	169
Community Service Ofc						
Dogs picked up	5	14	10	14	-4	57
Animal Bites	1	1	3	2	1	15
Barking Dog Complaints	2	0	2	1	1	10
Wildlife Calls	5	2	2	2	0	15
Weed/Trash Removal	0	24	27	43	-16	55
Snow Removal	0	0	0	0	0	0
Towed Vehicles	1	2	2	0	2	8
Red Tagged Vehicles	2	4	4	1	3	20
Summons Issued	23	9	18	13	5	78
Calls for Service	205	129	211	187	24	1154

Submitted by: Ken Anderson, Chief of Police



Parks and Recreation/Library

CREATING COMMUNITY THROUGH PEOPLE, PARKS, AND PROGRAMS

PARKS/CEMETERY

• **Cemetery Activities**

	<u>June</u>	<u>Total 2022</u>	<u>Total 2021</u>
Graves opened & closed	14	45	28
Graves set up services	14	45	28
Graves raised to grade	19	12	31
Cemetery spaces sold	5	44	48
Stones leveled	0	11	23
Columbarium Niches sold	0	0	0
Disinterment	0	0	0

• **Tree Related Activities**

	<u>June</u>	<u>Total 2022</u>	<u>Total 2021</u>
Trees Pruned/Trimmed	97	291	158
Trees Planted	17	21	58
Dead Trees Removed	14	22	6
Trees Moved	0	0	0

Equipment Serviced:

Backhoe
Walker mowers
Hustler mowers
John Deere mower
Schulte Mower
703 Trash truck
1995 Dump truck
Blue Hydraulic scraper
Gator Sprayer
Large John Deere tractor
Weed trimmers
Push mowers
Chain saws

Weed spraying:

1190 gallons sprayed for June. Glyphosate and 2,4-D in parks and the cemetery.

Routine work:

Cemetery computer work
Funerals and the digging of graves
Locates for the stone setters and the public
Daily trash runs in the parks, ranch and cemetery
River dike check
Paint foul lines at Lee, Sunset, and Cole
Mow small areas and trim
Tent set up for Summerfest
Stage set up for Summerfest
Playground inspections
Mow Cemetery field
Fix broken sprinklers
Mow North river road
Water trees
Haul poly carts for events
Inventory of parks and cemetery needs
Mow south State
Spray city hall
Paint vandalism
Plant trees
Wash pavilions
Load grass clippings at cemetery
Tennis wind screens at Carroll
Fix split rail
Move bleachers at Lee
Work on Sunset ballfields
Drag fairgrounds
Hand water Cole for Carnival
Get park ready for Car show
Clean traveler stage
Block party stage
Fertilize city hall
Plant all flowers on main street
Plant flowers in all other landscapes
Spray East side water

Alamosa Family Recreation Center

(719) 589-2105 | www.alamosarec.org | [City of Alamosa Activities on Facebook](#)
| [City of Alamosa on Instagram](#)

Alamosa Family Recreation Center (AFRC) Spring/Summer Hours

Active Hours

Mon-Thu: 6AM - 8PM

Fri: 6AM - 6PM

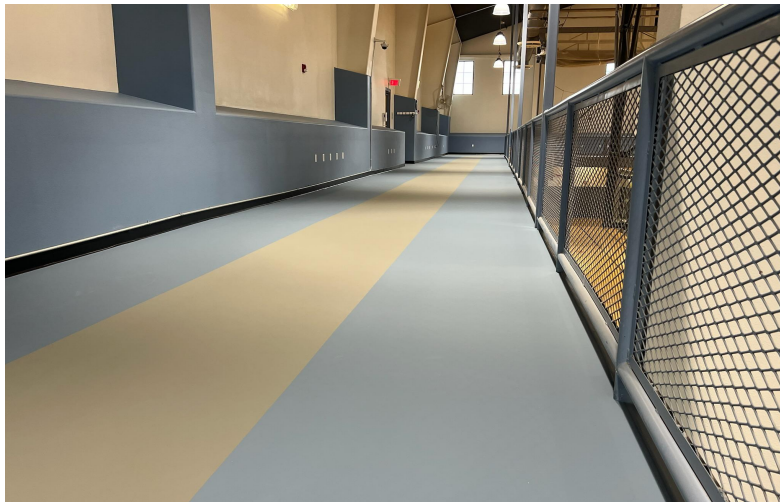
Sat: 7AM - 3PM

Sun: CLOSED

Mask-wearing is currently encouraged but not required.

NEW TRACK! Come check it out!!

After a long month of resurfacing, our upper track is back up and running!! Come take a look at the new cushioned rubberized surface.



Ceramics Class

OFF FOR THE MONTH OF JULY
Sessions will start back up in August

Adult Painting

Please visit www.alamosarec.org, or contact the Recreation Center at (719) 589-2105.

Next Sessions Available;

*UPCOMING CLASS! Registration is open for The Plein Air Summer Session which will
start on July 5th.*

The Plein Air Fall Session will start on September 1st.

Plein Air Painting Classes

Adult Classes for Summer and Fall

Thursday mornings, 9 to noon, in and around Alamosa.

Summer Class starts on July 5th.

Fall Class starts on September 1st.

Students bring their own supplies and meet at the Alamosa Rec Center; - first week only for an outdoor demo and to receive the schedule of dates and painting locations.

Fee: \$100. for 8 weeks of painting instruction.

Beginners are welcome. **Questions?** - contact Coni Grant through her website at www.ConiGrant.com



For more information or a supply list: contact Coni thru her website at www.ConiGrant.com

In-Person Fitness Classes

Taekwondo

Classes are Monday and Wednesday evenings. The Youth class is 5:30-6:30 PM and the Adult/Family class is 6:30-8:00 PM. (Classes are held in the Multi-Purpose Gym)

Lunchtime PowerHour w/ Tammy Lopez & Chris Lock - THIS CLASS HAS HIT A HIGH OF 19 PARTICIPANTS!! And it is still growing!

Class is Monday - Friday at 12pm.

Evening Cycling

Join us Tue & Thu evenings @ 5:30 PM for an action-packed aerobic workout. (Classes are held in the Meeting Room)

Pickleball

All ages and abilities are welcome to join this participant-led Pickleball program on Tuesday and Friday mornings, 7:00-11:00 AM. (Currently held in the AFRC Main Gym and transitions to Boyd Park as the weather allows).

Classes are free with AFRC membership or pay a drop-in fee per class.

Online Fitness Classes

Start the day off right from the comfort of your home. Classes will continue and are free with an active AFRC membership or only cost \$10/month/person. The program includes the following classes:

- Bodyweight Training w/ Steve: Tue & Thu @ 6:00 AM
- Tabata/Pilates w/ Catherine: Mon, Wed, & Fri @ 6:30 AM
- Morning Yoga w/ Pam: Mon-Thurs @ 9:00am

** Punch passes and daily fees are not available for online fitness.*

Must have an active AFRC membership or an Online AFRC Membership.

Upcoming AFRC Holiday Closures

September 5th - Labor Day

Multi-Use Pavilion

Roller Rink Season

*Organizational Field Trips/Group Skates are available (**Must have 20+ individuals**).*

To Schedule a day please contact Krystina George (Office Supervisor) at kgeorge@ci.alamosa.co.us or Call 719.589.2105.

Fridays:

Public Roller Skating (4 - 8pm)

Saturday/Sundays:

Public Roller Hockey (2 - 4pm)

Public Roller Skating (4 - 8pm)

Youth Leagues/Programs

****Program Filled? Add your name to the waitlist to help us better plan future sessions...***

Fall Coed Soccer

Cost: \$25

Registration: July 1 - August 1

Coaches' Meeting: August 4, 6:00 pm, @ rec center

Season: August 8 - October 1

Saturday Games: August 20 - Oct 1

Divisions: U5 (ages: 4-5), U6 (ages: 5-6), U8 (ages: 7-8), U11 (ages: 9-11), U14 (ages: 12-14)

* any 14 year olds in U14 must be in middle school

Coed Flag Football

Cost: \$25

Registration: July 1 - August 1

Parent Orientation: August 9, @5:30pm, North end of Cole Park

Season: August 9 - September 15

Sessions: Tuesdays & Thursdays **Time:** 5:30pm - 6:30pm

Location: North end of Cole Park

Grades: 2nd - 6th **Ages:** 7-11

*Volunteer coaches needed!

Track and Field (CARA)

Registration: May 9th-June 7th

Dates: June 7th - July 14th | Cost: \$20 (includes T-shirt uniform)

Ages: 5-16 (as of 7/25/2022)

Practice location: ASU Rex Stadium

Meet Dates & Locations:

Pueblo-June 18, 2022; **Canon City**-June 25, 2022; **Widefield**- July 9, 2022;

Alamosa- ASU Rex Stadium- July 16th, 2022;

Lakewood (State meet)- July 23rd, 2022

*****Participants are not required to travel or attend each meet, but must provide their own ride and/or accommodations should they choose to travel.*****

Youth Sand Volleyball

Registration: Closed | Sessions are full

Dates: July 11th - 20th | Mondays & Wednesdays @ Time 10am

Carroll Park Sand Volleyball Courts

Junior Golf

Registration: Through Cattails Golf Course | Cost:\$30

This program starts the first week in June and ends mid July (No class week of July 4th)

Age Divisions: 10 & Under Tuesdays (beginners at 8am, advanced at 9am),

11 and over/ Thursdays (beginners at 8am, advanced at 9am).

Also: ask about the new Junior Academy program for more advanced junior instruction..

Contact Cattails Golf Course @ (719) 589-9515

Youth Climbing

Ages: 3- 4 / Ages 5-6

Late Summer/ Early Fall | TBA

Adult Leagues/Programs

Adult Basketball

Registration: August 1st - October 24 | Team Fee: \$200 | Player Fee: \$30

Regular Registration will run August 15th - October 17th | Team Fee: \$200

!!!NEW!!!

**WE ARE OFFERING AN EARLY BIRD REGISTRATION & A COED
DIVISION!!**

August 1st - August 14th - Team Fee: \$175

WE WILL ALSO HAVE A LATE REGISTRATION

October 18th - October 24th - Team Fee: \$225

Season: November 4th - February 9th, 2023

Divisions: Men's, Women's and Coed

(must have a least 4 teams to have a league)

Alamosa Parks & Recreation is Hiring!!

Sports Officials | Scorekeepers | Site Supervisors

To apply, click on the link: <https://cityofalamosa.org/finditfast/careers/>

Outdoor Recreation

Weekends on the Rio-

Free Events on Sundays

Dates: 6/26, 7/10, 7/17, 7/24, 7/31, 8/14, 8/21, 8/28

Paddle Board Yoga-

Mondays in Aug.

Blanca Vista Pond

Cost: \$12- Drop-in, \$30/Session

Registration coming soon!

Volunteer Trail Maintenance

Last Wednesday in May, June, July, August 5:30-7:30pm

Generation Wild Programming: AP&R staff are regularly working with the Alamosa School District to provide outdoor recreation and leadership opportunities for students in Ortega Middle School and Alamosa High School through the [High School Outdoor Leadership & Recreation Club](#). Contact John Reesor (jreesor@ci.alamosa.co.us) for more information. Check out Generation Wild Programs across the San Luis Valley [here](#).

Community Events

July 9th: **Coltons Heros:** www.coltonsheroes.org

July 15th: **Bolos and Boots:** www.sanluisvalleyhealth.org

Aug 2nd: **City Services Fair/National Night Out:** Alamosarec.org

Aug 7th: **Beat the Heat BBQ:** slvbeattheheat.com

Aug 20th: **Sud 4 Sars:** <https://www.facebook.com/AVSAR.CO>

Aug 20th: **SLV Mountain Metal Mayhem Demolition Derby:** www.facebook.com

Aug 27th: **SLV Pride:** slvpride.org

Sep 2nd-4th: **Early Iron:** earlyironclub.com

Sep 17th: **Stephanie Miner 5k:** www.sanluisvalleyhealth.org

Sep 16-17th: **Alamosa Art Fest** [Alamosa ArtFest](#)

Oct 31st: **Here for the Boo'ze:** www.alamosachamber.com

SAFE & HAPPY RECREATING!

Alamosa Parks & Recreation - Alamosa Family Recreation Center

2222 Old Sanford Rd. Alamosa, CO 81101 - 719.589.2105

www.AlamosaRec.org - [City of Alamosa Activities](#) on Facebook

[- Subscribe/Unsubscribe here -](#)

Rec Center Revenue

Year to Date	2022	2021
Courses	\$62,353.00	\$47,078.00
Facility Rentals	\$13,770.00	\$8,194.25
Memberships	\$32,071.37	\$12,049.96
Merchandise	\$83,195.79	\$74,739.98
Total	\$191,363.16	\$142,059.19

Rec Center Door Count

	<u>2022</u>	<u>2021</u>
January	16,443	3,661
February	14,081	5,516
March	24,156	9,526
April	24,296	9,748
May	14,515	7,730
June	18,363	9,473
July	0	8,408
August	0	10,673
September	0	12,206
October	0	19,718
November	0	14,000
December	<u>0</u>	<u>10,485</u>
Average per Month:	18,642	10,095

Multi-Use Rink Door Count

	<u>2022</u>	<u>2021</u>
January	11,716	12,433
February	10,737	11,971
March	10,586	9,733
April	NA	NA
May	5,315	3,405
June	3,653	2,125
July	0	3,517
August	0	5,349
September	0	4,360
October	NA	NA
November	0	14,144
December	<u>0</u>	<u>86,156</u>
Average per Month:	8,401	12,766

Cattails Golf Course June 2022 Report

Cattails Updates

Revenue at the course is staying strong. We are currently \$30,000 ahead of last year. We are also up 6% in rounds played. Our revenue per round is down about 1% from last year. We are having more rounds played by members and during discounted times of day. Our weekday morning rounds are down a bit. This is typically when tourists would play. We have seen a drop in tourist rounds. Tourist rounds also include Fun Valley and Forbes Ranch group visitors. We believe this trend is a result of the current economic conditions.

Our Junior Golf programs are thriving. We have 48 kids in the Cattails program and the Jon Atencio Academy doubled in numbers from June to July.

Maintenance

Our maintenance crew is doing a great job. The course is in the best shape I have ever seen. The new irrigation system on the front 9 has grown in grass in areas that have always struggled. The crew has also been working away at the bunker project. We recently had a member come out with some heavy equipment to help us shape some bunkers on the back 9. We have made 6 bunkers on the back 9 smaller. Below are a few pictures after we added sod. The bunkers in the pictures have not had new sand added yet.

Before



After





Year To Date as of 7/4/2022 Revenue

	<u>Fiscal</u>	<u>Budget</u>
Golf Passes	\$21,435	\$18,000
Golf Tournament Revenue	\$13,865.16	\$15,000
Golf Memberships	\$162,819.50	\$170,000
Golf Green Fees	\$56,277.75	\$90,000
Golf Cart Fees	\$42,216.27	\$50,000
Golf Merchandise Sales	\$79,125.85	\$60,000
Golf Range Fees	\$7,747.29	\$9,000
Golf Facility Rental	\$1,941.24	\$5,000
Golf Liquor/Beverage Sales	\$401.45	\$1,000
Golf Cart Shed Rental	\$31,200	\$49,000
Golf Handicap Fees	\$485	\$500
Golf Miscellaneous	\$2,635.64	\$4,000
Total	\$420,150.15	\$471,500

Year to Date as of 7/4/2022 Expenses

	<u>Fiscal</u>	<u>Budget</u>
Full Time Salaries Clubhouse	\$30,488.04	\$58,340
Part Time Salaries Clubhouse	\$28,079.90	\$42,590
Full Time Salaries Grounds	\$54,498.96	\$108,800
Part Time Salaries Grounds	\$32,333.05	\$93,290
Full Time Overtime	\$828.56	\$3,000
PERA/ICMA	\$19,867.07	\$44,220
Medicare	\$2,024.39	\$4,437
Workmans Comp	\$1,398.92	\$3,570
Medical/Dental	\$18,918.64	\$37,470
Life Insurance	\$0	\$1,320
Unemployment Insurance	\$375.10	\$918
General Office Supplies	\$0	\$250
Outside Printing	\$0	\$1,000
Gas & Oil	\$3,993.07	\$8,000
Building Maint Supplies	\$483.18	\$1,500
Misc. Supplies	\$910.01	\$500
Golf Course Maintenance	\$6,040.05	\$12,500
Training & Travel	\$298	\$3,000
Membership, Dues, Handicap	\$6,457	\$10,000
Licenses and Fees	\$1,172.24	\$1,000
Advertising	\$1,057	\$3,000
Telephone	\$1,230.84	\$4,000
Electrical/Gas Service	\$16,677.11	\$40,000
Propane	\$1,741.04	\$1,000
Equipment/Machinery Lease	\$8,839.81	\$26,322
BLDG Maint/Security	\$752.60	\$4,000
POS System/Credit Card Fees	\$9,062.64	\$14,000
Sand/Seed/Fertilizer	\$9,018	\$20,000
Uniform Allowance	\$0	\$1,000
Equipment Repair/Maintenance	\$3,938.28	\$12,000
Debt Service Golf Course	\$155,267.65	\$208,737.65
Food Purchases	\$572.32	\$1,000
Merchandise Pro Shop	\$80,446.13	\$55,000
Tournament Expenses	\$3,890	\$20,000
Transfer Out	\$11,600	\$11,600
Parks/Golf Facilities	\$9,965.32	\$50,000
Total	\$522,224.92	\$909,364.65

Library Manager Report – June 2022

Highlights

Thanks to a connection with the Office of Economic Development, the Library has been approached to help distribute free Chromebooks to our community. The Library Manager has been making contact with local organizations. There are several prospective recipients already!



Photo from the Valley Courier, June 17, 2022.

We opened our 3D printer for use by the public, with a bash! **38** people came to our Celebration of STEAM to learn more and experience hands-on STEAM activities. They had overwhelmingly positive comments:

“I liked robot making. I could be super creative.”

“I like that it was very interesting and fun”

“[My son] was able to keep focused and wanted to learn more about each area.”

We also debuted our Cubelets - modular robots we rented for the summer using State Library grant funding. These robots were used at the Celebration of STEAM, at our new weekly Tween STEAM program, and at Summer School. Youth and parents alike were fascinated by them, one parent saying:

“[Tween STEAM provides] access to robots that we wouldn't ever buy or have access to! [My son] is interested in how to program.”

Door count and circulation have both rebounded very healthily - door count has increased by **43%** over last year, and circulation has increased by **12%**. Staff are busy - check the table on page five to see how the number of questions staff field per hour has increased!

The new Vox books were released for circulation this month. The 24 books have circulated **47** times so far, and been very well received by patrons.

Summer Reading

Summer Reading participation has started off very strong - perhaps as a result of our concentrated outreach.

Children's Registration - 200

Teen Registration - 43

Adult Registration - 41

June 2021 total - 180 - **58% increase!**

Our total summer program attendance for June was **666**, a **56% increase** over last year. The increase can be attributed to our additional program series - Storytime, Kids Club and Tween STEAM.

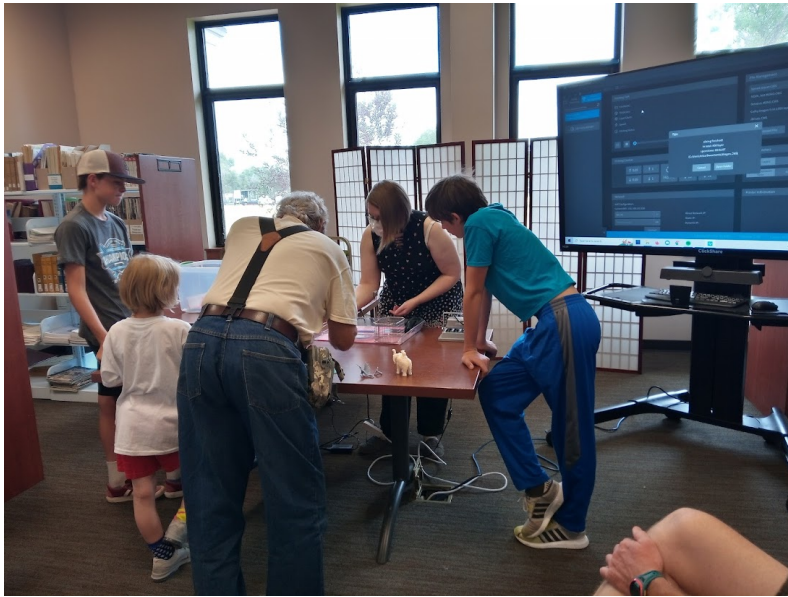
Tween STEAM

The new Tween STEAM program series has experienced success and challenges. After **20** patrons attended the first two sessions, we were forced to combine with Kids Club for the next two due to some staffing challenges. This created hesitation from some patrons, who enjoyed the tween-only setting of the initial settings. However, staff were able to effectively scale activities and manage the mixed-age group, and we will be separating the groups again in July.



Eggs took flight at the joint Kids Club/Tween STEAM on June 24.

3D Printer Launch - 6/18



Cathy Zverev demonstrates the 3D printer.

On June 18, we opened our 3D printer for public use - with a bash! The all-day open house included:

- Demonstration of the 3D printer with question and answer time.
- Activity table with 3D printed fossil and artifact replicas.
- Cubelets modular robots.
- Ice cream made with liquid nitrogen.

38 people came over the course of the day to explore, experiment and learn.



Experimenting with Cubelets.

Teen Volunteers

We have a very dedicated group of teen volunteers this year. So far, **10** teen volunteers have spent **75.5** hours helping with programming.

Professional Development

Youth Services Librarian Holly Van Hoy and Library Manager Maria Kramer attended a two-hour training on preventing sexual abuse of youth - "Darkness to Light" provided by CASA. Based on this training, we made some security changes to provide more visibility in our Local History Room and public children's computers.

Database Sessions:

- Mango Languages – 50
- Heritage Quest – 0
- Tumblebooks – 0



Friends of the Alamosa Public Library

The Friends added **two new Little Free Libraries** - one at Montaña Azul park, and the other at Friends member Tim Dellette's residence.

The Friends held the June book sale on June 4th. Proceeds from that sale were **\$472**.

ALAMOSA, COLORADO

Library Stats - By The Numbers

Website Counter	June 2021	June	May	April	March	Feb.	Jan.
Page views	2,513	2,254			2,231	1,871	2,277
Sessions	1,179	1,017			984	863	1,237
1 st Time Visitors	600	676			538	460	799
Returning Visitors	95	128			76	81	85

***Due to the transition to the new library website, website stats are not available for April or May 2022.**

Monthly Statistics Summary - 2022							
	June 2021	June	May	April	March	Feb.	Jan.
Adult Circs	8,840	8,778	8,253	8,953	7,360	8,631	9,552
Child Circs	5,605	6,625	4,482	4,866	4,772	4,313	5,035
Cloud Library	234	205	193	180	245	246	209
Overdrive	352	482	385	411	399	350	366
Total Circs	14,445	16,090	13,313	14,410	12,776	13,540	15,162
Circs per hour	67.5	78.5	65.0	69.0	57.3	72.4	74.0
Computer Use	3,538	4,053	3,932	3,785	3,810	3,081	1,888
Wifi Use	65	285	265	261	211	173	163
Computer Help	161	382	295	386	287	248	232
Reference Questions	645	1,066	901	696	711	587	548
Questions per hour (ref+comp)	3.8	7.1	4.4	5.2	4.5	4.5	3.8
Door Count	3,453	4,926	4,201	4,246	4,048	3,534	4,054
Program Attendance	427	666	407	240	235	221	199
Books at LFLs	175	230	281	350	242	132	179
Volunteer Hours	164	97	23.55	19	28.5	28.5	18

COVID Tests	xx	222	159	xx	xx	xx	xx
Masks	xx	167	172	xx	xx	xx	xx

Program Survey Results

We surveyed participants at the first Tween STEAM program, and the 3D Printer Launch. Responses to both were overwhelmingly positive.

Tween STEAM

	I/my child learned something new	I/my child had fun	I/my child made a new connection	What did you like about this program? Please tell us more.
Tween STEAM, 6/3	5	5	5	Access to robots that we wouldn't ever buy or have access to! He is interested in how to program.
Tween STEAM, 6/3	5	5	5	He used his thinker!
Tween STEAM, 6/3	Yes!	Yes!	Yes!	Coding

3D Printer Launch - Adults

	I/my child learned something new	I will use what I learned	I/my child made a new connection	What did you like about this program? Please tell us more.
3D Printer Launch, 6/18	5	2	5	He was able to keep focused and wanted to learn more about each area.
3D Printer Launch, 6/18	5	5	5	Everything!
3D Printer Launch, 6/18	5	5	5	Hands-on stuff!
3D Printer Launch, 6/18	5	5	5	

3D Printer Launch, 6/18	5	5	4	Ice cream, seeing what the printer could do
3D Printer Launch, 6/18	5	5	3	Pretty much everything!

3D Printer Launch - Youth

	I learned something new	I had fun	I made a new connection	What did you like about this program? Please tell us more.
3D Printer Launch, 6/18	Yes!	Yes!	Yes!	the Dipping Dots
3D Printer Launch, 6/18	Yes!	Yes!	Yes!	I liked the Dipping Dots best
3D Printer Launch, 6/18	Yes!	Yes!	Yes!	I like that it was very interesting and fun
3D Printer Launch, 6/18	Yes!	Yes!	Yes!	I liked the robot making. I could be super creative
3D Printer Launch, 6/18	Yes!	Yes!	Yes!	It was fun
3D Printer Launch, 6/18	Yes!	Yes!	No	It had cool robots and Dipping Dots



Marc Straub of Cool Science helps a young patron make Dipping Dots with liquid nitrogen. Marc's table was a favorite of participants!

"Your library is one of the best from a gentleman who has been around the world & has seen many libraries."

Quote from a patron, recorded by
Patty Martinez

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Motion authorizing the City Manager to sign a lease agreement with Friday Health Plans Real Estate, LLC. for the construction of a downtown parking lot.

Recommended Action:

Staff recommends that City Council authorize the City Manager to sign the attached lease agreement with Friday Health Plans Real Estate, LLC. for the construction of a new downtown parking lot.

Background:

Both the City Comprehensive Plan and Downtown Plan identified the need to increase parking downtown. The Development Services Director was successful in securing a \$430,000 DOLA REDI grant to fund two downtown parking lot projects: 1) A public-private partnership with Friday Health Plans Real Estate, LLC. for the development of a new parking lot on 6th Street and 2) A public-private partnership with Alamosa State Bank and C & J Hsu Ltd. for the redesign of a parking lot on 4th Street. The match used for the grant was \$100,000 from the City as authorized by City Council and over \$135,000 from Friday Health. This new parking lot with Friday Health Plans Real Estate, LLC. will add approximately 177 new spaces downtown and provide a home for the Alamosa Farmers Market.

The lease agreement with Friday Health Plans Real Estate, LLC. includes the following provisions:

Initial term runs until December 31, 2032 and renews annually thereafter. Friday Health Plans Real Estate, LLC. will retain sole use of the parking spaces on the premises from 8:00 am to 5:00 pm, Monday through Friday. These hours shall be signed as private assigned parking with violators subject to being towed. The City shall have the use of those spaces at all other times for public parking. The City will maintain the parking lot.

The lease and exhibit are attached.

Issue Before the Council:

Does City Council wish to authorize the City Manager to sign the attached lease with Friday Health Plans Real Estate, LLC.?

Alternatives:

Council can authorize the City Manager to sign the attached lease or provide further direction. However, Friday Health Plans Real Estate, LLC. has agreed to the existing terms and may not be agreeable to any changes.

Fiscal Impact:

City Council had authorized the use of \$100,000 of ARPA funds for the match for this grant. The grant brings in \$430,000 which represents a significant investment for our downtown.

Legal Opinion:

The City Attorney will be present for any questions.

Conclusion:

The combination of the City's investment, Friday Health's contribution, and the REDI grant mean that over \$665,000 will be spent creating approximately 215 (177 for the Friday Health lot) new parking spots in the downtown, which is a major step forward in meeting the goal of more parking.

ATTACHMENTS:

Description	Type
▣ FHP Lease Agreement to be signed	Backup Material
▣ Exhibit A	Exhibit

LEASE AGREEMENT – DOWNTOWN PARKING LOT

THIS LEASE is entered into effective the _____ day of _____, 2022 between the CITY OF ALAMOSA, COLORADO (“Tenant”), and the FRIDAY HEALTH PLANS REAL ESTATE, LLC (“Landlord”), as follows:

1. Description of Premises: Tract 1 as shown on the Division of Land Survey for San Luis & Rio Grande Railroad Inc. to Friday Health Plans Real Estate, the Plat of which was filed December 13, 2021 under Reception No. 383421 in the office of the Clerk and Recorder of Alamosa County, Colorado, in Alamosa County, Colorado, known as 800 6th Street, Alamosa, Colorado, 81101 (“Premises”). A plat showing the parking lot is attached as Exhibit A.

2. Term of Lease and Renewal: The term of this lease shall be for a period running from the date of this lease as set forth above to December 31, 2032, subject to termination of the lease in accordance with the provisions of this lease. This lease shall automatically renew for periods of one year each calendar year thereafter until terminated as set forth herein.

3. Consideration: In consideration for this lease Tenant will provide approximately up to \$200,000 for paving and striping and will maintain the Premises as a public parking lot, subject to the terms of section 4 and reserved parking for Landlord as further described below. The Tenant has successfully secured a grant to cover expenses for this parking lot and a parking lot located on 4th Street. The funds must be spent prior to June 30, 2023. Should any funds remain after the improvement of the 4th Street parking lot, such funds will be applied to Premises. Additionally, the Tenant will aggressively pursue grants to further increase its contribution in addition to in-kind services.

4. Tenant’s Permitted Uses: Tenant shall have the right to use the Premises for the farmers’ market on Saturday mornings beginning July 2, 2022 through October 29, 2022. The farmers’ market must have proper permits, and enforcement of traffic, security and parking. Landlord will use best efforts to seek annual approval for use of the Premises for the farmers’ market in subsequent years throughout the term of the lease. Should there be a change in the terms of ownership that eliminates the requirement for approving use of the Premises, Landlord acknowledges its prior approval and desire for continual use of Premises for the farmers’ market during its season, and for other events open to the public,. Tenant may use the Premises for public parking, so long as such use does not interfere with Landlord’s reserved use. Tenant shall maintain the six-foot chain-link fence on the Premises along the south property line separating the Premises and the adjacent railroad operating properties. Tenant agrees, at its expense, to repair and maintain the fence in good condition and replace it if necessary throughout the term of the lease. Any ongoing and continuous use of the Premises other than the Permitted Uses described herein shall require the prior approval of Landlord. Tenant shall keep the Premises free and clear of excessive weeds, debris, garbage, and other nuisances all in compliance with local ordinances. Tenant shall not, without the prior written consent of Landlord (i) construct any improvement or structure, including a fence, on the Premises within 75 feet of Ross Avenue, or (ii) store or stage any construction equipment, trucks or materials greater than ten (10) feet in height on the Premises within 75 feet of Ross Avenue.

5. Landlord's reserved parking: Landlord shall retain the ability to have sole use of the parking spaces on the Premises from 8:00 am to 5:00 pm, Monday through Friday. These hours shall be signed as private assigned parking with violators subject to being towed. The City shall have the use of those spaces at all other times for public parking.

6 Miscellaneous Provisions:

A. The Premises shall be used only as set forth in paragraph 4, above.

B. The Parties state and agree that any improvements currently located on the Premises have always been, and shall remain, the sole property of the Landlord throughout the term of this lease.

C. No additional fixtures shall be constructed on the Premises without the express written permission of Landlord. Improvements, alterations, and installations of a permanent nature on the Premises shall not be removed by Tenant at the termination of this lease. Equipment and property placed by Tenant at its expense in, on, or about the Premises, including fixtures temporarily affixed to the Premises but which may be removed without damage, shall remain the property of Tenant, and Tenant shall maintain them in good repair; shall have the right to remove all such equipment, property, and temporary fixtures and shall so promptly remove at the termination of this lease.

D. Tenant shall have primary responsibility for removing accumulations of dirt, snow, and ice on the Premises.

7. Termination of Lease: This lease may be terminated upon any of the following events:

A. A material breach of any of the obligations of Tenant under this lease, unless the said breach is cured within 30 days of receiving written notice from Landlord of the breach.

B. Upon Landlord's written notice to Tenant of non-renewal of the lease given to Tenant in writing at least 60 days before the end of the initial term or any renewal term.

8. Notices: All notices required to be given to the Landlord or the Tenant herein shall be mailed to them to the following addresses:

City of Alamosa
Director of Development Services
P.O. Box 419
Alamosa, CO 81101

Friday Health Plans Real Estate, LLC
1777 S. Harrison St. #1100
Denver, CO 80210

Notice shall be effective when deposited in the U.S. Mail, certified return receipt requested, addressed to the above address or any address notice of which address change has been given in writing to the other party.

9. **NO THIRD PARTY BENEFICIARIES:** It is expressly understood and agreed that enforcement of the terms and conditions of this lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Landlord and Tenant and nothing contained in this lease shall give or allow any such claim or right of action by any other person on such Agreement.

10. **Indemnification:** Tenant agrees to indemnify and hold Landlord harmless from and against any liability, claims, suits, actions, damages, penalties, fines, costs and expenses, including attorneys' fees, incurred or arising directly or indirectly from or in connection with Tenant's use or maintenance of the Premises, except as it may result from Landlord's negligence or willful misconduct. Tenant agrees to defend, indemnify and hold Landlord harmless with respect to maintaining compliance with all local requirements related to operating a farmer's market on the Premises.

12. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the respective legal successors and assignees of the Parties; provided, however, that neither this Agreement nor any rights or obligations hereunder may be assigned, either by operation of law or otherwise, or transferred in whole or in part, without the prior written consent of the other Party, except that Landlord retains the right to assign, either by operation of law or otherwise, or transfer in whole in or in part, this Agreement to an affiliate of Landlord, or to delegate any rights or obligations under this Agreement to a designee providing services on behalf of Landlord.

13. **Binding Effect.** This Agreement shall apply to and bind the successors, heirs, legal representatives and assigns of the parties hereto, and shall burden and run with the land described herein.

IN WITNESS WHEREOF, the Parties have entered into this lease as of the day and year first above written.

LANDLORD: FRIDAY HEALTH PLANS REAL ESTATE, LLC

BY _____

, President

STATE OF COLORADO)

)ss.

COUNTY OF _____)

The foregoing Lease Agreement was signed and acknowledged before me this _____ day of _____, 20____, by _____, as President of Friday Health Plans Real Estate, LLC.

WITNESS my hand and official seal.

My commission expires: _____

TENANT: THE CITY OF ALAMOSA, COLORADO

By: _____
Heather Brooks, City Manager

ATTEST:

Holly C. Martinez, City Clerk



Legend

Leased Premises

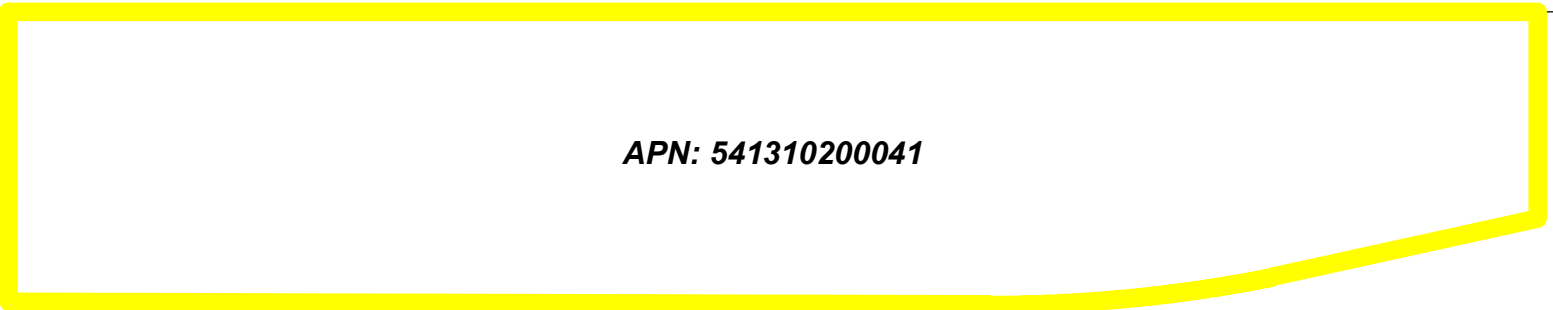
227005

EDISON AVE

APN: 541310226005

HWY 160- EAST BOUND

HWY 160- EAST BOUND



APN: 541310200041

ROSS AVE

APN: 541310200040

APN: 541310303009

APN: 541310303006

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Approve Minutes for Meeting from July 6, 2022

ATTACHMENTS:

Description	Type
☐ Minutes of Meeting July 6, 2022	Minutes

ALAMOSA CITY COUNCIL
Regular Meeting Minutes
Council Chambers & Zoom Video Webinar
300 Hunt Avenue, Alamosa, CO
July 6, 2022

Zoom Webinar Link: <https://us02web.zoom.us/j/82493151121>

Dial-In Number: US: +1 669 900 6833 | Webinar ID: 824 9315 1121

6:00 PM - Work Session: Water Update; Council Vacancy Discussion

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 Ty Coleman at 7:00 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

Present at roll call: Mayor Ty Coleman, Councilors Jan Vigil, Michael Carson, Liz Hensley, and Charles Griego. Also present: City Manager Heather Brooks, City Attorney Erich Schwiesow, and Deputy Clerk Susanna Gallegos.

Kristina Daniel is not present and her absence is considered not excused.

III. AGENDA APPROVAL

Councilor Vigil moved, seconded by Councilor Griego to approve the agenda as presented with the absence of Councilor Daniel. 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

Council welcomes ASU's Interim President David Tandberg.

V. 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 Vigil moved, seconded by Councilor Griego to approve Consent Calendar A. The motion carried unanimously.

May monthly financial statements and expenditure reports

C.7.a Approve Minutes of Meeting from June 15, 2022

C.8.a. Approve City Attorney contract for 2022-23.

VI. REGULAR BUSINESS

A. Presentations from Outside Agencies

1. La Puente Update

Lance Cheslock and Callie Adams provide Council an update on La Puente's presence and impact in Alamosa County, Colorado.

Heather Brooks provides Council with a change to the St. Benedicts volunteer cleanup dates as the 3rd Thursdays of each month from 4-6 during the summer and 4-5 during the winter.

B. Business Brought Forward by City Staff

1. Development Services

- a. First Reading and Introduction, Ordinance 15-2022, An Ordinance Amending the Unified Development Code to Correct Various Inconsistencies; Change Liquor Stores From Permitted Uses to Limited Uses in Certain Zones; Reduce Separation Requirements For Buildings on the Same Lot; Allow Signs On Building Corners; Allow Remote Parking in All Zones; Specify Limitations for the Operation of Campgrounds Within CB Zone; Increase the Density in Zoning Districts to Achieve a Density Level Closer to What Was Allowed Prior to the Adoption of the UDC; Allow for Alternative Density Requirements for Residential Developments with Fewer than 10 Units; Allow Professional or Business Offices in the CBD Zone on Main Street Between Denver Avenue and Hunt Avenue; and Expand and Encourage Certain Special Residential Uses in Areas with Less Adverse Impacts to Surrounding Uses

Rachel Baird presented information on this ordinance to Council.

Councilor Vigil moved, seconded by Councilor Hensley to pass Ordinance No. 15-2022 on first reading and set for a public hearing on Wednesday, July 20, 2022 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

Rachel Baird presented information on this Request to Council.

Councilor Carson moved, seconded by Councilor Vigil to waive the building permit fee for Alamosa County. The motion carried unanimously.

2. Public Works

- a. Motion authorizing \$300,000 to re-line the sanitary line on Main Street from Edison Avenue to Richardson Avenue.

Harry Reynolds provided information to council.

Councilor Carson moved, seconded by Councilor Vigil to approve the authorization of \$300,000 to re-line the sanitary line on Main Street from Edison Avenue to Richardson Avenue. The motion carried unanimously.

- b. Update and Discussion on Sidewalk Repair

Program Heather Brooks provided an update to Council.

3. City Manager/Legal

- a. Update on Concerns with District Attorney

Heather Brooks provided an update to City Council on the recall efforts for the District Attorney.

C. Committee Reports

Councilor Carson reported on 1041 Regulations and requests that he and the City Attorney be on the Council of Governments Committee together.

Councilor Griego reported on the homeless program and wants to clarify that "cleaning" the homeless camp refers to abandoned items.

Councilor Hensley reported that she will be attending the CML Retreat.

D. Staff Announcements

City Manager Heather Brooks provided information to City Council on the Fire Department and June being the busiest month they have had in 30 years.

Ms. Brooks also mentioned it being Harry Reynolds' birthday.

Ms. Brooks provided also mentioned it being a busy month for the Parks and Recreation Department, Police Department and Public Works. She also commended the Economic Board on their hard work. She also thanks the behind the scene staff for their hard work.

Ms. Brooks also informed City Council of an article in the Alamosa Visitor's Guide regarding Alamosa Downtown.

E. Liquor Licensing Items

F. 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 Vigil moved, seconded by Councilor Hensley to approve Consent Calendar B. The motion carried unanimously.

1. Special Event Permit: SLV Beat the Heat BBQ & Brews, August 5 and 6, 2022

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

COUNCIL COMMENT

Councilor Carson inquired about a Temporary Certificate of Occupancy for the Iron Horse Apartments. Raichel Baird, Heather Brooks and Fire Chief Chapman clarify what needs to be done in order for a TCO to be granted.

Councilor Hensley comments on the community interactiveness in the Downtown area. The thanks Bruce Rosengrant and David Tandberg for attending.

Councilor Vigil comments on the ASU team camps being held and the revenue they are bringing into the City. He also comments on the resignation of the County Clerk.

Mayor Coleman thanks Council and staff for attending the CML Conference. He thanks City personnel for making the 4th of July parade a success. He also comments on the recent ribbon cuttings for the Mural on State Street, the Recycling Center, and the RG Farm Park. He also acknowledges birthdays for Harry Reynolds and Councilor Griego and encourages everyone to sing Happy Birthday to them. Mayor Coleman thanks the County Commissioners and Ms. Wisdom for attending.

ADJOURNMENT

The meeting adjourned at 8:16 p.m.

Susanna Gallegos, Deputy City Clerk

Ty Coleman, Mayor

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Motion authorizing the Mayor and City Staff to sign FAA grant documents for the Airport Improvement Program for the Alamosa Airport.

Recommended Action:

Staff recommends that Council authorize the Mayor and City Staff to sign the attached grant agreements for FAA funds for the Alamosa Airport.

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.

The County was successful in receiving funding through the Airport Improvement Program. They have received funding in the amount of \$662,544. The purpose of the funds is to conduct an airport drainage study and provide a seal coat to the runway.

Issue Before the Council:

Does Council wish to authorize the Mayor and City Staff to sign the attached grant documents for the Alamosa Airport?

Alternatives:

Council can authorize the Mayor and City Staff to sign the documents or provide further direction to staff.

Fiscal Impact:

There is zero fiscal impact to the City. The grant would provide \$662,544 towards the Airport operations handled by Alamosa County.

Legal Opinion:

The City 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
 Grant Document	Backup Material



{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

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

Honorable Ty Coleman, Mayor
City of Alamosa
300 Hunt Avenue
Alamosa, Colorado 81101

Dear Commissioner Yohn and Mayor Coleman:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0002-031-2022 at the San Luis Valley Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 5, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), 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.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. 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 ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. 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,

{Sig_es_:signer1: signature}}

Marc Miller
Acting Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	{{DateTime_es_.signer1:calc(now()):format(date," mmmm d, yyyy")}}	
Airport/Planning Area	San Luis Valley Regional Airport	
FY2022 AIP Grant Number	3-08-0002-031-2022	[Contract No. DOT-FA22NM-1050]
Unique Entity Identifier	HFG4QLN2KNE5	

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 April 11, 2022, 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:

**Seal Runway 2/20 pavement surface and pavement joints;
Conduct drainage study**

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (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 Assurance 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.

Assistance Listings Number (Formerly CFDA Number): 20.106

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 \$662,544.

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):

\$195,165 for planning;

\$467,379 airport development or noise program implementation; and,

\$0.00 for land acquisition.

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
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.** The 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 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. 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, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant 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 5, 2022, 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 Unique Entity Identifier (UEI).

- 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. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

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, Maximum Obligation.

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 Grant 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, in accordance with 49 U.S.C. § 50101, 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 and subcontract awarded under this Grant.**17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, 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 if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

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/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. 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 the 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 in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While 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 while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. 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.

25. Employee Protection from Reprisal.

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor 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) below, 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 employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition 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 OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

- 26. Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

SPECIAL CONDITIONS

- 27. 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 90.0 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 97.5 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.
- 28. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 29. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program (reflecting compliance with 49 CFR Part 23).
- 30. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-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 the current version of 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.
3. 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:
- a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
4. 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.

#

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, 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 Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{*Ttl_es_:signer1:title }}

(Title of FAA Official)

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

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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

COUNTY OF ALAMOSA, COLORADO

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated **{{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}**

CITY OF ALAMOSA, COLORADO

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm,width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer5: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Extending Government Funding and Delivering Emergency Assistance Act (Public Law 117-43; the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated at **{{DateTime_es :signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer5:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 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, 23, 25, 30, 32, 33, 34, and 37 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 Exclusive Rights and 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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.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 - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 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, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, 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 – 16 U.S.C. § 1271, et seq.
- 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. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

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
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

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. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹

- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- 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 Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving 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 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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.

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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure 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-Management.

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots 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 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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 49 U.S.C. § 47107.

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 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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 County of Alamosa, Colorado and the City of Alamosa, Colorado, 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment 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, 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 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 11, 2022.

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 of 49 CFR Part 24 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business

Enterprise (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 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.