ALAMOSA CITY COUNCIL
Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
September 7, 2016

As a full service municipal government, our mission is to enhance the quality of life for our residents, visitors, and businesses. We strive to provide balanced business, employment, recreational, and residential opportunities.

7:00 PM - Regular Meeting

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 Josef Lucero at 7:00 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

Present at roll call: Mayor Josef Lucero, Councilors Michael Stefano, Kristina Daniel, Ty Coleman, Liz Hensley, and Jan Vigil. Councilor Griego previously requested to be excused. Also present: City Manager Heather Brooks, City Attorney Erich Schwiesow, and City Clerk Holly Martinez.

III. AGENDA APPROVAL

Councilor Vigil moved, seconded by Councilor Stefano, to approve the agenda as presented and to excuse Councilor Griego. 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

Shanna Hobbs commented in regards to the council compensation and stated she will not be pursuing a special election for the marijuana question.

Ericha Lossbrock commented and invited Council to participate in a First Responders BBQ on September 27.

B. Follow-Up

Councilor Vigil clarified that Council had all agreed that there would be no question on the ballot related to council compensation if there was not going to be any question related to marijuana.

V. CEREMONIAL ITEMS

A. Cities & Towns Week Proclamation

Mayor Lucero read the proclamation and Council presented it to City staff.

VI. CONSENT CALENDAR A

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

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

C.7.a. Approve Minutes of Special Meeting August 10, 2016

C.7.b. Approve Minutes of Meeting August 17, 2016

C.7.c. Approve Minutes of Special Meeting August 24, 2016

C.7.d. Confirm the Mayor's appointment of new member to the Alamosa Housing Authority Board

C.8.a. Alamosa County FAA Runway Design Grant

C.1.a. Award of Bid - Offset Single Wing Rotary Mower

VII. REGULAR BUSINESS

B. Business Brought Forward by City Staff

1. Public Works

a. Carroll Subdivision No. 2 Gas and Electric SID (SID 2015-1) Statement of Expenses

Counselor Schwiesow reviewed this statement of expenses with Council. This statement of expenses is the first step in assessing the cost of the Carroll Special Improvement District that related to installation of gas, electric, and street lights. This was an expense fronted by the City and the intent was the SID would pay the City back after improvements were put in. Those improvements have been installed, a majority of that through contract with Xcel, and there was also a fair amount incurred by the City in-kind. Approving the statement of expenses is the first step in the assessment of the cost of the improvements to the lot owners.

Once the statement of expenses is approved, a notice of hearing with the total cost and the apportionment amongst lot owners will be sent to the lot owners within the SID and will also be published. Council will be presented with the first reading of an assessment ordinance at the September 21, 2016 meeting, and will hold a second reading, and a public hearing on any objections to the proposed assessment, at the meeting on October 5. After approval of the assessment ordinance, lot owners will have 30 days in which to make their payment in full, or will then be put on a 5 year, zero interest payment plan.

Councilor Daniel asked if the owners were already aware of this.Counselor Schwiesow and Heather Brooks clarified that they were.

Councilor Vigil moved, seconded by Councilor Stefano to approve the statement of expenses. The motion carried unanimously.

2. City Manager/Legal

a. Discussion Regarding Council Compensation

Heather Brooks reviewed this item with Council. Several Council members have indicated interest in placing a question on a future ballot pertaining to Council compensation and at the last meeting it was stated that should there be enough signatures collected for the petition, maybe this type of question should be submitted as well.

Mayor Lucero stated that he feels that this discussion may be best to do at the Council retreat. Councilor Vigil asked for discussion from those Councilors who were against this. Councilor Coleman stated his views on why he cannot justify asking for a raise in compensation for Council.

Council further discussed this issue. It was directed that all future conversations related to this issue be discussed in public and when all Councilors are present.

C. Committee Reports

Councilor Vigil reported on the school board meeting he attended.

Councilor Coleman reported on the Alamosa Housing Authority meeting he attended.

Heather Brooks reported on the library board meeting her and Councilor Vigil attended.

D. Staff Announcements

Heinz Bergann informed Council of upcoming events including the library celebration and the Potato festival happening this weekend.

He also informed Council of the processes for the maintenance of the parks after big events.

Chief Oakes informed Council of the concerns with the train.

Heather Brooks informed Council of a potential project that recognizes the successes of the ASU Cross Country team. She also informed Council of the partnership with the School District to apply for a GOCO Grant to upgrade the school's baseball fields and an update regarding Market Street.

Ms. Brooks also reminded Council of the following upcoming dates:

- Ribbon Cutting Ceremony for Richardson Ave. is tomorrow.
- Next week will be a Budget work session.
- Julie Mordecai and other partners working on the Inspire Grant will come to do an update on what has been accomplished so far on that.
- Ice Cream Social for employees will be held next week in recognition of Cities and Towns week.
- CML District meeting at the end of September.

COUNCIL COMMENT

Councilor Vigil informed Council of the new Alamosa High School softball game and their first home game being Monday, September 19, 2016. He also addressed his concerns relating to future discussions of marijuana.

Mayor Lucero asked whether a proclamation can be done for the softball team. Ms. Brooks clarified that this is Council's prerogative but that it is helpful if someone is interested in doing a proclamation to provide the City Clerk with information for one.

Councilor Stefano mentioned the ASU East Campus being open.

Councilor Hensley also added on to the ASU Campus and thanked all those that worked on Richardson Avenue. Councilor Coleman also echoed Council's comments on the work done on

Richardson Avenue.

EXECUTIVE SESSIONS

Councilor Daniel moved, seconded by Councilor Vigil (8:32 p.m.), to enter into Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters relating to the Evaluations of the City Manager and City Attorney. The motion carried unanimously.

After the executive sessions, Council will move back in to regular session and no further business will be discussed.

1. Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Manager

2. Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Attorney

ADJOURNMENT

The meeting adjourned immediately following the Executive Session.

______________________________	__________________________________
Holly C. Martinez, City Clerk	Josef P. Lucero, Mayor

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Cities & Towns Week Proclamation

ATTACHMENTS:

	Description	Type
🗋	Proclamation	Backup Material

THE CITY OF ALAMOSA

Proclamation

Colorado Cities and Towns Week
September 12th-18th, 2016

WHEREAS, municipal government is the level of government closest to citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Colorado Cities & Towns Week is a very important time to recognize the important role played by municipal government in our lives; and

WHEREAS, the Colorado Municipal League's member cities and towns have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Colorado Cities & Towns Week offers an important opportunity to convey to all the citizens of Colorado that they can shape and influence government through their civic involvement.

NOW THEREFORE, I, Josef P. Lucero, Mayor of Alamosa, Colorado, by virtue of the authority vested in me do hereby proclaim September 12-18, 2016 as:

Colorado Cities and Towns Week in the city of Alamosa, Colorado.

Further, I encourage all Citizens of the city of Alamosa to support the celebration and corresponding activities.

Given under my hand and the seal of the City of Alamosa this 7th day of September, 2016

Holly C. Martinez, City Clerk

Josef P. Lucero, Mayor

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Approve Minutes of Special Meeting August 10, 2016

ATTACHMENTS:

	Description	Type
	Minutes of Special Meeting August 10, 2016	Cover Memo

ALAMOSA CITY COUNCIL
Special Meeting Agenda

Council Chambers
August 10, 2016

As a full service municipal government, our mission is to enhance the quality of life for our residents, visitors, and businesses. We strive to provide balanced business, employment, recreational, and residential opportunities.

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.

6:00 PM - Marijuana work session

7:30 PM - Special Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

A Special Meeting of the Alamosa City Council was called order on the above date by Mayor Josef Lucero at 7:00 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

Present at roll call: Mayor Josef Lucero, Councilors Charles Griego, Jan Vigil, Kristina Daniel, Ty Coleman, and Liz Hensley. Councilor Stefano previously requested to be excused.

III. AGENDA APPROVAL

Councilor Vigil moved, seconded by Councilor Hensley to approve the agenda as presented and excuse Councilor Stefano. The motion carried unanimously.

IV. CITIZEN COMMENT

Ruthie Brown spoke in regards to marijuana and stated she had mixed feelings.

Daisy Valdez spoke in support of implementation of marijuana and to split the issue related to it on the ballot.

Andrew Hobbs spoke in support of putting the question regarding marijuana on the ballot.

Danny Ledonne also spoke in support of putting the question on the ballot.

Shanna Hobbs spoke in support of the question being placed on the ballot.

Terry Wiley spoke and relayed information to Council on marijuana and stated that he thinks more research needs to be done related to it.

a. First Reading, Ordinance No. 15-2016; An Ordinance Approving an Intergovernmental Agreement with Alamosa County for Conduct of the November 8, 2016 Coordinated Election for Presentation of Ballot Issues Relating to Marijuana and Marijuana Taxation

Erich Schwiesow reviewed this ordinance with Council.This ordinance is to participate with an intergovernmental agreement in the coordinated election being run by the County Clerk & Recorder. The ordinance and the intergovernmental agreement are necessary if Council intends to put a question on the ballot.

This special meeting was called in regards to potentially needing to put a question on the ballot in respect to a petition that was being circulated to put a question on the ballot. That petition was not filed with sufficient signatures, however, Council does have the option to put their own question on the ballot if they want to. This ordinance is not in regards to what the question is, it is purely in regards to entering into an IGA to participate in the November 8th election.

Council further discussed the questions that could potentially be on the ballot and further discussed the ordinance.

Councilor Daniel moved, seconded by Councilor Hensley to approve Ordinance No. 15-2016 on first reading and set for a public hearing thereon on Wednesday, August 24, 2016 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

ADJOURNMENT

The meeting adjourned at 8:13 p.m.

__________________________ ______________________________

Holly C. Martinez, City Clerk Josef P. Lucero, Mayor

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Approve Minutes of Meeting August 17, 2016

ATTACHMENTS:

	Description	Type
	Minutes of Meeting August 17, 2016	Cover Memo

ALAMOSA CITY COUNCIL
Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
August 17, 2016

As a full service municipal government, our mission is to enhance the quality of life for our residents, visitors, and businesses. We strive to provide balanced business, employment, recreational, and residential opportunities.

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.

7:00 PM - Regular Meeting

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 Josef Lucero at 7:00 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

Present at roll call: Mayor Josef Lucero, Councilors Charles Griego, Michael Stefano, Jan Vigil, Kristina Daniel, Ty Coleman, and Liz Hensley. Also present: City Manager Heather Brooks, Acting City Attorney Gordon Bosa, and Deputy City Clerk Lachelle Montano.

III. AGENDA APPROVAL

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

IV. CITIZEN COMMENT

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

A. Audience Comments

Sherri Valdez and Evely Fuke spoke in support of the Children's Garden.

Chase Howard with the Alamosa Football team spoke regarding fund raising and the sale of Gold Cards.

Kirsten Garcia and Mary Lambert spoke in support of the Children's Garden.

Robert Oringdulph commented about the marijuana issue that might be put on the ballot.

Melissa Burns, Ruthie Brown and Kristi Goddard also spoke in support of the Children's Garden.

B. Follow-Up

None.

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

C.7.a. Approve Minutes of Meeting August 3, 2016

C.8.a. Receive July 2016 Monthly Reports

C.2.a. Receive July 2016 Expenditure Report

VI. REGULAR BUSINESS

A. Presentations from Outside Agencies

1. Jim Posten, Locomotive 169: Presentation regarding "Bunkin' with B-1" scheduled for mid-September

Jim Posten, with Locomotive 169, gave a presentation and provided a handout to all council members regarding "Bunkin' with B-1". He explained that the pavilion that houses the B-1 belongs to the City of Alamosa and the train belongs to the Alamosa Chamber/Alamosa Economic Developmental Council. Therefore, they would like permission from both entities to proceed with their efforts. Randy Wright will approve the project pending insurance coverage for the EDC and liability for the event.

Ellen Dodds also spoke regarding the "Bunkin' with B-1"

Councilor Griego moved, seconded by Councilor Coleman to allow approval, conditioned on staff recommendation. The motion carried unanimously.

B. Business Brought Forward by City Staff

1. **Public Works**

a. Request of the Early Childhood Council of the San Luis Valley for a Permitted Use by Special Review to allow a Day Care Facility (Use Group C-3) in a Residential Medium Zoning District

Pat Steenburg presented information to Council. The Planning Commission with a 4 to 1 vote has passed a recommendation for denial of the request of the Early Childhood Council of the San Luis Valley, for a permitted use to allow a daycare facility in a Residential Medium Zoning District. This recommendation was based on concerns of a potential neighboring competing business owner.

Staff however, originally and still recommends approval. Since the Planning Commission meeting, staff has been able to ask Public Works staff about the water connection between the two buildings. To everybody's knowledge, this connection does not exist. Staff also believes that there should be adequate room for the dropping off and picking up of the children. Staff also feels that the proximity of Zapata Park makes this a perfect location for the requested use.

Mr. Steenburg also presented information regarding benefits to the children and their future, along with benefits to the local economy, employees and employers.

Councilor Griego voiced concerns regarding the information given to the Planning Commission. He asked whether or not the information just presented was given to the Planning Commission as well. Mr. Steenburg did indicate that the presentation he just gave to City Council was not provided to the Planning Commission due to the anticipation that this was going to be a "simple, everyday kind of request", although it was not . City Manager, Heather Brooks also spoke regarding this concern and believes this will be a good learning opportunity in the future.

Councilor Vigil asked Ms. Brooks to elaborate on the discussions held prior to the P&Z Meeting in which there was resistance and discussions from the community. Ms. Brooks spoke about the one individual who was recently approved for a special use permit to open up a daycare facility, who was in opposition to this facility. This individual contacted Pat after the P&Z Meeting and is no longer in opposition.

Councilor Daniel abstained from the vote due to being the Chair of the Children's Garden Board.

Councilor Vigil moved, seconded by Councilor Hensley to approve the request of the Early Childhood Council of the San Luis Valley's application by Special Review to allow a daycare facility (Use Group C-1) in a Residential Medium Zoning District . The motion carried 6 to1 with Councilor Daniel abstaining.

2. Finance

a. Resolution No. 13-2016, A Resolution Making Supplemental Appropriations and Authorizing Expenditures in Excess of Amounts Budgeted for the City of Alamosa in Ordinance 19, 2015 in Regards to the 2016 Budget and also known as the 2nd Budget Amendment

Amanda McDonald reviewed this resolution with Council. Several changes have occurred since the adoption of the budget in October 2015. The General Fund has an increase in revenue of $66,150 and $107,850 in expenditures.

Councilor Griego moved, seconded by Councilor Daniel to approve Resolution No. 13-2016.
The motion carried unanimously.

C. Committee Reports

Councilor Vigil reported on the Historic Preservation Advisory Committee meeting that he attended. Councilor Vigil will also be attending a meeting regarding the Rio Grande Farm Park tomorrow.

Mayor Lucero reported on the Rec Board meeting he attended.

D. Staff Announcements

Heather Brooks updated Council on the following:

- Comprehensive Plan in regards to public outreach will be next Wednesday, the 24th. The City will be partnering with the Boys and Girls Club at 10:00 am in order to get the younger population's input.
- Community meeting will also be held on the 24th at Zapata Park at 6:00 pm
- Next week the Comprehensive Plan will also focus on the downtown. The consultant will be walking the downtown area and talk to business and property owners.
- Comprehensive Plan will also have two business forums for anyone, one on Thursday the 25th at noon and the other also on the 25th at 6:00 pm.

Heinz Bergann gave an update on the following:

- Farmers Market is every Saturday
- Suds for Sar Block party is Saturday
- ALMA will be Sundays at 6:00 pm at Cole Park
- August 25th to 28th will be fee free days at the National Parks
- Labor Day weekend will be the 36th annual Early Iron Festival
- Parks completed the last eleven plantings of trees in the Friends Park, Carroll Park, Cole Park and Boyd Park
- Joint session with the Rec Board, Council and Golf Board will be on August 31st at 6:00 pm

City Manager Brooks spoke regarding Ms. Ortega's complaints/concerns. She also spoke regarding signing off on the grant to receive funds for electronic ticketing.

City Manager Brooks spoke regarding the County meeting regarding taking Municipal offenders. Mayor Lucero and Councilor Griego commented as well.

COUNCIL COMMENT

Councilor Vigil made the following comments:

- He thanked Ms. Brooks, Ms. Thomas, Mr. Griego and Mr. Coleman for working with Ms. Ortega on the issue with the weeds.
- He congratulated Boris Berian, who went to Adams State and ran the 800 meter dash in the Olympics.
- He also congratulated Jurgen Themen and Sunaya Wahi, who also attended Adams State, on running the 100 meter dash in the Olympics for Suriname.

Heather Brooks congratulated Councilor Hensley for her appointment to the Colorado Municipal League Executive Board. Mayor Lucero and Councilor Coleman echoed Ms. Brook's comments.

Mayor Lucero made the following comments:

- He acknowledged Gordon Bosa as being the attorney today
- He mentioned the issue regarding the council stipend compensation. This issue will be discussed at the next meeting.

Councilor Vigil encourages other council members to be prepared for the marijuana issue that will be discussed next week in order to be productive. Ms. Brooks indicated that the City Attorney prepared the language should they want to do all the different possibilities. This information will be available once the agenda is posted.

EXECUTIVE SESSIONS

Councilor Daniel moved, seconded by Councilor Vigil, to move into Executive Session (8:26 p.m.) pursuant to C.R.S.§ 24-6-402(4)(f) for Personnel Matters related to the evaluations of the City Manager and City Attorney. The motion carried unanimously.

After the executive session, Council will move back in to regular session and no further business will be discussed.

1. Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Manager and City Attorney

ADJOURNMENT

The meeting adjourned immediately following the Executive Session.

______________________________	______________________________
Lachelle Montano, Deputy City Clerk	Josef P. Lucero, Mayor

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Approve Minutes of Special Meeting August 24, 2016

ATTACHMENTS:

	Description	Type
	Minutes of Special Meeting August 24, 2016	Cover Memo

ALAMOSA CITY COUNCIL
Special Meeting Agenda

Council Chambers
August 24, 2016

As a full service municipal government, our mission is to enhance the quality of life for our residents, visitors, and businesses. We strive to provide balanced business, employment, recreational, and residential opportunities.

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.

7:00 PM - Work Session: Utility Rate Assessment

8:00 PM - Special Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The Special Meeting of the Alamosa City Council was called to order on the above date by Mayor Josef Lucero at 8:07 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

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

III. AGENDA APPROVAL

Counselor Schwiewsow recommended to Council to have citizens comment on marijuana during the regular item related to it rather than at this time as there are a number of citizens wishing to speak.

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

IV. CITIZEN COMMENT

Dan McCann spoke in regards to seat-belt safety and commented in regards to water.

1. Business

a. Consideration of resolutions setting ballot language on marijuana questions.

Counselor Schwiesow reviewed this issue with Council. At the City Council work session on August 10th, issues were discussed whether or not to put questions concerning allowing marijuana facilities within city limits on the ballot. The work session was prompted in part because of a petition being circulated to place a question on the November 8th ballot. The petition did not garner sufficient signatures and the question then became whether Council wanted to refer to the voters questions concerning allowing marijuana in City limits.

Currently, marijuana is prohibited except for marijuana testing facilities. All other types of marijuana facilities are prohibited within city limits pursuant to Ordinance of Council.

After the work session, Counselor Schwiesow prepared two types of different draft resolutions that would present those questions to the voters. Each of those resolutions addresses a separate question for each type of facility. There are six types of facilities as the marijuana statute breaks them down. One resolution is drafted with a tax associated with every kind of facility. A vote to allow that type of marijuana facility would also be a vote to allow the tax related to that facility. The second resolution would pull the tax question out as a separate question. Counselor Schwiesow also stated that he attached definition of which each type of facility is as well as included a list from CML of various taxation questions that have been presented since 2013.

Council discussed this issue amongst themselves before opening up the issue for discussion to the public.

Councilor Coleman thanked the citizens and residents in attendance and stated that it will be a challenge for Council to make a decision on the direction that they would go. He stated that the situation is challenging but clear to a certain point. Council has a procedure in place in order to get certain things on the ballot. He feels that Council needs to follow and maintain that practice so a bad precedent isn't set for the community when there are other issues that may need to be placed on the ballot. Councilor Coleman stated he is not in favor of placing the question on the ballot right now as it feels rushed but would be in favor of it being placed on the ballot next year after there has been time to process it.

Mayor Lucero opened up discussion on this issue to the public. The following spoke:.

1. Terry Wiley spoke about the social costs that are related to marijuana.
2. Dan McCann addressed concerns related to the edibles related to marijuana but states that people need to be responsible.
3. Julie Mordecai spoke in support of the issue and would like to see it normalized.
4. Daniel Wood spoke in support of marijuana for medical usage.
5. Andrew Hobbs spoke in support of those individuals in the City being allowed to vote on whether marijuana is to be allowed within the city.
6. Farris Bervig stated that since the group to obtain the signatures did not obtain enough, it shows that the community is not interested in recreational; however, medical is different.
7. Chester Jones stated that Pueblo will have a question on their ballot this year to take away the recreational marijuana. He is in opposition to recreational.
8. Danny Ledonne stated that he does not see why there should be a question that

is based on what an individual should put into their bodies as this country is land of the free.

9. Jason Kelly spoke and stated that there is a process to put the question on the ballot and that process was not followed and the group failed. He also stated that the issue was voted on three times and failed.
10. John Harr stated that the number one denominator is drugs and addictions. He does not support marijuana being allowed in the city.
11. Shanna Hobbs stated that there were barriers that prevented the group circulating the petition to obtain the proper amount of signatures. She spoke in support of putting a question to the voters to allow the marijuana.
12. Andria Gay echoed Councilor Coleman's statements related to the process.
13. Karl Wright stated that data has come in to the effects of the recreational use and sees it as a way for leadership to take role and protect those in the city.
14. Susan Robinson spoke regarding the impacts marijuana has related to minors.
15. David Reschke spoke in regards to the business aspects and the impact of criminals in the city that steal to help their addictions. He stated that there are thousands of dollars that affect it and also mentioned the empty storefronts downtown.
16. Carol Baer spoke in regards to the appearance and image of the city if marijuana is to be legalized. She does not think recreational use of marijuana is what citizens want in their town.
17. Karrie Kooman spoke and is in not supportive of the allowance of marijuana as she feels it is a gateway drug.
18. Terry Smith stated that Council need to follow the procedures that are in place. He stated people in the community do not want marijuana.
19. Delbert L-Gay spoke regarding the costs that the use of marijuana is causing for communities. He stated that marijuana is a hardcore drug but agrees with the use of it for medical purposes. However, it should be regulated. He is not in favor of recreational marijuana and does not support a question being put on the ballot since there were not enough signatures obtained.
20. Micah Jackson spoke in regards to the business aspect. She stated that is has become difficult to hire people due to the use of drugs, etc.
21. Judith Gritz stated that there are laws to protect individuals and communities and that the allowance of marijuana will cause even more of a burden than is already there.
22. Carol Hermonson echoed comments made by teachers and others in the audience that are not in support of the allowance of marijuana.
23. Amy Ortega spoke and does not support allowance, stating that there is already an avenue for those who need it for medical reasons.
24. Andy Lavier also stated there is way for those that need it for medical reasons to get it and also stated that stigma affects even those that don't smoke it by being around it.
25. Cynthia Walsh spoke mentioning how the community of Pueblo West has changed because of the allowance of recreational marijuana.
26. Andrea Oakes-Jaramillo spoke and acknowledged the fact that the petition did not go through. She also pointed out the costs of the questions on the ballot this year as opposed to a special election. She also stated facts related to the benefits of the legalization of marijuana.
27. Adrian Maestas spoke agreeing with Councilor Coleman that there is due process

and that is what should be followed.

There being no one else wishing to speak, the issue was brought back to Council and discussed amongst themselves again.

Councilor Daniel asked for clarification of the process for the special election. Counselor Schwiesow clarified the Charter procedures related to the special election and clarified the timelines. He also stated that tax questions are controlled by TABOR and are only allowed on November elections.

Councilor Hensley stated that she was glad to see the turnout of citizens at the meeting. She stated that she supports the basics and feels the issue should go through the process and feels the signatures will be obtained.

Councilor Vigil stated that it is City Council's decision and that they shouldn't have to take it to a vote. He read the numbers of past election questions related to marijuana and would like to see medical marijuana go through to being put on the ballot.

Councilor Stefano stated that he would also like to see the process followed and does not feel it should be allowed as it will also be taking funds away from other counties.

Councilor Griego appreciates the turnout and also stated that they need to follow the process. He states that If the petition comes, it does and if it doesn't, it doesn't but the process needs to be followed.

Councilor Daniel thanked those for coming out to speak and stated her viewpoints. She also feels that the process needs to be followed.

Councilor Vigil ask for clarification again related to the questions if it goes to a special election. Counselor Schwiesow and Heather Brooks clarified the process again. Council further discussed the issue.

Mayor Lucero stated that they are officials elected to do a job and follow certain policy and procedure. Council has a say or not but feels they need to let the citizens decided on whether they want marijuana allowed or not.

Councilor Vigil moved, seconded by Councilor Daniel to not put any language on the November 8, 2016 ballot related to marijuana. The motion carried unanimously.

b. Discussion Regarding Placing a Question on the November 8th Ballot Pertaining to Council Compensation

Councilor Coleman questioned why at the last meeting there was a consensus of 4-3 to not put an issue on the ballot for council compensation and then the next day, there is an e-mail stating the consensus has changed. Heather Brooks explained that Councilor Stefano approached her after the meeting stating that he misunderstood the question and that he was in fact in favor of wanting to look at the consideration of it.

Councilor Stefano explained that at the beginning he did not understand the question and he was misconstrued that he made a gesture that was taken as a motion that he was not in favor of it. Councilor Coleman thanked Councilor Stefano for clarifying what happened but stated that he just doesn't want a perception of them doing things after they have a public discussion to set what the Council does in the future.

Counselor Schwiesow stated that in the draft policies there will be a section on motions and re-considerations, etc. for Council to have. Mayor Lucero clarified that is was not a motion that was made, just a consensus.

Council discussed the issue of placing a question related to council compensation on the November ballot.

Councilor Griego reviewed a history of the council compensation stating that the last time council received an increase was about 20 years ago and the change has to be done through a charter change.

Mayor Lucero asked if this question would be the only one that would go on the ballot.

Ms. Brooks stated that what has changed since Council's interest has peaked again is that if there was going to be a question on the November ballot, it would have been an advantage to place this question on there as well. Since there will not be another question on the ballot, if Council chose to do so, they would be paying to have just this one question on the ballot. She stated she feels it is a reasonable discussion to have and if there is a regular election, as there is in 2017, it would allow time to process and evaluate.

Council further discussed the issue and agreed that it is best not to place this question on the 2016 November ballot as they feel it would be totally inappropriate.

Councilor Vigil moved, seconded by Councilor Daniel to not put any language on the November 8, 2016 ballot related to council compensation. The motion carried unanimously.

c. Public Hearing and Second Reading, Ordinance No. 15-2016; An Ordinance Approving an Intergovernmental Agreement with Alamosa County for Conduct of the November 8, 2016 Coordinated Election for Presentation of Ballot Issues Relating to Marijuana and Marijuana Taxation

Counselor Schwiesow stated that this item is now mooted because there is no language that will be placed on the November ballot.

ADJOURNMENT

The meeting adjourned at 10:32 p.m.

__________________________	__________________________
Holly C. Martinez, City Clerk	Josef P. Lucero, Mayor

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Confirm the Mayor's appointment of new member to the Alamosa Housing Authority Board

Recommended Action:
Council should consider confirmation of the Mayor's appointment of Chris J. Martinez to the Alamosa Housing Authority Board.

Background:
Chris J. Martinez is interested in serving the community by serving on this board. He resides in Alamosa. Pursuant to the process outlined in C.R.S. § 29-4-405, the Mayor has considered Mr. Martinez's interest and has put his name forward for appointment. That appointment must be confirmed by Council to become effective.

Issue Before the Council:
Does Council wish to confirm the appointment of Chris J. Martinez to the Alamosa Housing Authority Board?

Alternatives:
1. Confirm the appointment of Chris J. Martinez as presented.
2. Do not confirm the appointment, and continue the process for recruitment of a new member.

Fiscal Impact:
N/A

Legal Opinion:
Counselor Schwiesow will be available at the meeting if needed.

Conclusion:
This appointment will help to fill vacancies on the Alamosa Housing Authority Board.

ATTACHMENTS:

Description	Type
Alamosa Housing Authority Appointment Letter	Backup Material
Christopher J. Martinez Resume	Backup Material

THE CITY OF
ALAMOSA

Office of the Mayor
300 Hunt Avenue
PO Box 419
Alamosa, CO 81101
Phone (719) 589-2593
Fax (719) 589-9454

September 2, 2016

Dawn Kocjancic
Alamosa Housing Authority
213 Murphy Drive
Alamosa, CO 81101

Re: Board Appointments

Dear Ms. Kocjancic,

On behalf of the Alamosa City Council, I would like to appoint the individuals listed below to sit on the Alamosa Housing Authority Board. Term dates will be determined for each of these individuals at the next Alamosa Housing Authority board meeting.

- Chris J. Martinez

Respectfully,

Josef Lucero
Mayor

CHRISTOPHER J. MARTINEZ
[redacted]
ALAMOSA, COLORADO 81101
(719) 589-5267

PERSONAL DATA:

Retired June 30, 1994 after thirty-three years in education: twenty-eight years in the North Conejos School District, eighteen years as superintendent.

EDUCATION:

Western State College; Gunnison, Colorado	Type D Administrative Certification 1974
Adams State College; Alamosa, Colorado	Masters Degree 1965
Adams State College; Alamosa, Colorado	Bachelor of Arts Degree 1961
Alamosa High School; Alamosa, Colorado	High School Diploma 1957

MAJOR EDUCATIONAL EMPHASIS:

Administration
Biology
Secondary Education
Secondary Physical Education

PROFESSIONAL EXPERIENCE:

1976 - 1994	North Conejos School District, La Jara, Colorado Superintendent of Schools
1975 - 1976	North Conejos School District, La Jara, Colorado Assistant Superintendent of Schools
1969 - 1975	North Conejos School District, La Jara, Colorado High School Principal Centauri High School
1965 - 1969	North Conejos School District, La Jara, Colorado Elementary Principal La Jara Elementary School
1961 - 1965	Centennial School District, San Luis, Colorado High School Biology Teacher and Coach Centennial High School

PROFESSIONAL ORGANIZATIONS:

American Association of School Administrators
Colorado Association of School Executives
Phi Delta Kappa
Reserve Officers Association

OTHER ORGANIZATIONS:

American Legion Post 72
Knights of Columbus
Rotary

REFERENCES:

Available upon request

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Alamosa County FAA Runway Design Grant

Recommended Action:
Staff recommends that Council ratify the Mayor's signature on the grant documents enabling Alamosa County to receive the FAA Grant.

Background:
Alamosa County has been successful in securing an FAA grant to assist in the design portion of the runway rehabilitation project. Since the property is jointly owned by the City and County, the paperwork requires signatures from both entities. While the paperwork requires the City's signatures, this is a County project that will be managed by the County and there will not be any further involvement by the City.

The City was presented with this request on August 16, with a request from the County that it be placed on the September 7 agenda. Unfortunately, the County has since learned that the signed agreement is needed back to the FAA by September 2. Because the involvement of the City is a mere formality, and because Council recently approved another similar FAA grant to the County with no dissenting questions, staff and the Mayor felt that it was appropriate for the Mayor to sign these grant documents in time to transmit them to the FAA by the deadline, and receive ratification from the full Council at this meeting.

Issue Before the Council:
Does Council wish to ratify the Mayor's signature on grant documents enabling the Alamosa County Airport to receive an FAA grant?

Alternatives:
Council can ratify the signature, deny the authorization, or provide further direction to staff.

Fiscal Impact:
There is no fiscal impact to the City of Alamosa. While some of the paperwork discusses the need for a single audit, this does not apply to the City of Alamosa since the City will not be receiving federal funds in excess of $750,000 in 2016. This is an Alamosa County project that simply requires the proper signatures given the joint ownership in the property.

Legal Opinion:
The City Attorney will be present for any questions.

Conclusion:
Alamosa County has successfully secured a grant to design the runway rehabilitation project at the Airport. In order to receive the grant, signatures are needed on behalf of the City due to the joint ownership in property.

ATTACHMENTS:

Description	Type
Grant Cover Letter	Backup Material
Grant Assurances	Backup Material

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

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

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

August 11, 2016

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

Mr. Josef Lucero, Mayor
City of Alamosa
300 Hunt Avenue
Alamosa, Colorado 81101

Dear Mr. Allen and Mr. Lucero:

We are enclosing 3 copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0002-021-2016 at the San Luis Valley Regional Airport. Please read this letter and the Grant Offer carefully.

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

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than September 2, 2016, in order for the grant to be valid.
- The Sponsor's attorney must sign and date the grant agreement *after* the Sponsor.
- You may not make any modification to the text, terms or conditions of the grant offer.
- We ask that you return one executed copy of the Grant Offer. Please keep the other 2 copies of the grant for your records.

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

Please note Grant Condition No. 6 requires you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress**. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

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

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and

- Performance Reports are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

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

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs.

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

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

Sincerely,

John P. Bauer
Manager, Denver Airports District Office

Enclosures

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	August 11, 2016
Airport/Planning Area	San Luis Valley Regional Airport
AIP Grant Number	3-08-0002-021-2016 (Contract No. DOT-FA16NM-1050)
DUNS Number	14-170-6833

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 1, 2016, 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:

Rehabilitate Runway 2/20 (design only)

which is more fully described in the Project Application.

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

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 95.0 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $206,634

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $ 0.00 for planning

   $ 206,634 for airport development or noise program implementation

   $ 0.00 for land acquisition

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 2, 2016, 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 in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount

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

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.**

   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   B. Requirement for Data Universal Numbering System (DUNS) Numbers

      1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

      2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.

      3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–606-8220) or the Internet (currently at http://fedgov.dnb.com/webform).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to

be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase for Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

   A. may not be increased for a planning project;

   B. may be increased by not more than 15 percent for development projects;

   C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

   A. Verify the non-federal entity is eligible to participate in this Federal program by:

      1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

      2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

      3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

   B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

   C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting When Driving.

   A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

      1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

      2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

         a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

         b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

   B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts

21. Trafficking in Persons.

   A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, and subrecipients of private or public Sponsors (private entity). Prohibitions include:

      1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
   a. Associated with performance under this agreement; or
   b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

22. **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.

23. **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.

24. **Current FAA Advisory Circulars for AIP Projects:** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated December 31, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

25. **Assurances:** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.

26. **Plans and Specifications Prior to Bidding:** The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.

27. **Design Grant**: This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within **four (4)** years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

28. **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily 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.

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

#

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

JPB

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

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

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

Executed this __________ day of ________________, ____________.

COUNTY OF ALAMOSA, COLORADO

(Name of Sponsor)

____

(Signature of Sponsor's Authorized Official)

By: _______________________________

(Printed Name of Sponsor's Authorized Official)

Title: _______________________________

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at ____________ (location) this __________ day of ________________, ____________.

By _______________________________

(Signature of Sponsor's Attorney)

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

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

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

Executed this __________ day of ________________, ____________.

CITY OF ALAMOSA, COLORADO
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Printed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at ____________ (location) this __________ day of ________________, ____________.

By ______________________________
(Signature of Sponsor's Attorney)

---

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

FAA
Airports

ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. **Airport Planning Undertaken by a Sponsor.**

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

C. Sponsor Certification.

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

1. **General Federal Requirements.**

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

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

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

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity[1]
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 Construction[1]
f. Executive Order 12898 - Environmental Justice

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
e. 14 CFR Part 150 - Airport noise compatibility planning.
f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

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

Specific Assurances

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

Footnotes to Assurance C.1.

1 These laws do not apply to airport planning sponsors.

2 These laws do not apply to private sponsors.

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

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

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

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

   b. Private Sponsor:

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

3. **Sponsor Fund Availability.**

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

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

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

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

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

7. **Consideration of Local Interest.**

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

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

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

11. **Pavement Preventive Maintenance.**

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

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

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

15. **Veteran's Preference.**

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

16. **Conformity to Plans and Specifications.**

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

17. **Construction Inspection and Approval.**

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

18. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

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

21. **Compatible Land Use.**

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

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. **Fee and Rental Structure.**

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

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

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

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

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

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

   1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

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

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

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

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

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

c. Duration.

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

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

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

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

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

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

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

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

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

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

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

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

33. **Foreign Market Restrictions.**

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

34. **Policies, Standards, and Specifications.**

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

35. **Relocation and Real Property Acquisition.**

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

36. **Access By Intercity Buses.**

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

37. **Disadvantaged Business Enterprises.**

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

38. **Hangar Construction.**

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

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

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

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

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

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

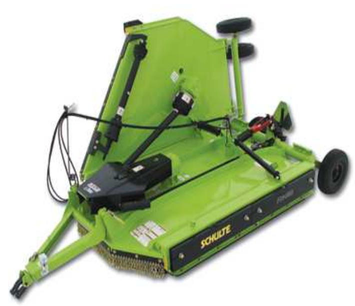
Subject/Title:
Award of Bid - Offset Single Wing Rotary Mower

Recommended Action:
That Council approve the selection of Sorum Tractor Company for the purchase of a Schulte FX1200 offset single wing rotary mower as the low bid.

Background:
The Parks Department is responsible for weed/grass control on several miles of public roadways, walking trails, and irrigation ditches as well as numerous parks. Those responsibilities have increased with the adoption of the Noxious Weed Management Plan. The City received 5 comparable bids which were reviewed by the Parks Department:

US Tractor	CX15	15,600
Sorum Tractor	Rhino 4105	13,800
Z-4 Enterprises	Woods BW1260X	13,686
Sorum Tractor	Land Pride RC5610	13,000
Sorum Tractor	Schulte FX1200	12,800

The mower being considered is specifically designed to cut vegetation on both flat and slightly sloped surfaces which the wing follows for a total cutting width of 10'6". The single wing design also allows staff to store the wing in an upright position to safely transport the unit on city streets from job to job.



Issue Before the Council:
Does Council wish to award the mower purchase to the lowest responsive and responsible bidder?

Alternatives:
While Council is free to select or develop any number of alternatives, those listed below are examples.

1. Award the offset single wing rotary mower bid (Schulte FX1200) to Sorum Tractor Company in the amount of $12,800.
2. Award the bid to one of the other firms.
3. Not award the bid and provide staff with further direction.

Fiscal Impact:
The bid amount is within the $25,000 budget.

Legal Opinion:
City Attorney will be present if there are any legal questions regarding this action.

Conclusion:
In addition to improving the look of the City of Alamosa within our city limits, the new mower will address safety concerns and greatly assist staff in managing weed issues.

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Carroll Subdivision No. 2 Gas and Electric SID (SID 2015-1) Statement of Expenses

Recommended Action:
Approve statement of expenses

Background:
The City Council of the City of Alamosa approved the final plat for Carroll Subdivision Addition No. 2 in 1976. In a portion of the subdivision, public infrastructure, including paving, curb and gutter, water mains, sanitary and storm sewers, electricity, gas, and street lighting were never completed by the developer.

Paving, curb and gutter, water mains, ADA corners, and sanitary and storm sewers were installed pursuant to Special Improvement District 14-1, established by the City of Alamosa, but Special Improvement District 14-1 did not address electricity, gas, and street lighting.

Accordingly, Council, through enactment of Resolution 11-2015, gave notice if its intent to create a special improvement district to provide gas, electric, and street lighting to those un-served portions of Carroll Subdivision No. 2. That SID was approved by voters within the special improvement district, and the City has both done its own work preparing the ground and has paid Xcel Energy for completion of the gas, electric, and streetlighting improvements, which have been installed.

Pursuant to the terms of creation of the SID, it is now appropriate to assess the cost of the improvements to the lot owners. Approving the statement of expenses is the first step in that assessment. Once approved, a notice of hearing with the total cost and the apportionment amongst lot owners will be sent to the lot owners within the SID and will also be published. Council will be presented with the first reading of an assessment ordinance at the September 21, 2016 meeting, and will hold a second reading, and a public hearing on any objections to the proposed assessment, at the meeting on October 5. After approval of the assessment ordinance, lot owners will have 30 days in which to make their payment in full, or will then be put on a 5 year, zero interest payment plan.

Issue Before the Council:
Does Council wish to approve the Statement of Expenses

Alternatives:
1) Approve the statement of expenses
2) Decline to approve the statement of expenses and give staff further direction.

Fiscal Impact:
The City has paid the Xcel Bill and has completed the in-kind dirt work, for a total expense of $51,136. This amount will be repaid through assessment of the benefitted lots through this SID.

Legal Opinion:
City attorney will be available for comment if necessary.

Conclusion:
Approval of the Statement of Expenses is the first step in assessing the costs of installation of gas, electric, and streetlighting to the owners of the benefitted lots within the SID 2015-1.

ATTACHMENTS:

Description	Type
Carroll Gas and Electric Statement of Expenses	Backup Material
Gas and Electric Purchase Requisition to Xcel	Backup Material
City's expenses Carroll gas and electric	Backup Material

STATEMENT OF EXPENSES

SPECIAL IMPROVEMENT DISTRICT NO. 2015-1 (CARROLL GAS, ELECTRIC, AND STREETLIGHTING)

Pursuant to the provisions of C.R.S. § 31-25-519 and Art. XV of the Charter of the City of Alamosa, the City Council of the City of Alamosa issues this Statement of Expenses for Special Improvement District No. 2015-1 (Carroll Subdivision No. 2 gas, electric, and streetlighting).

Cost of Construction: $33,135 Xcel plus $18,001, City = $51,136

See attached itemization

Portion to be paid by municipality: 0%

Portion to be paid by each lot: each lot shall pay 4.47% of the total cost except Lot 3, Block 4, which is benefitted only by gas and shall pay only that portion relating to gas and streetlighting, and Lot 4, Block 2, which is benefitted only by electricity, and shall pay only that portion relating to electricity and streetlighting. The breakdown is as follows:

Preliminary work:	$18,001 ÷ 23 lots	= $782.65/lot
Streetlighting:	$971 ÷ 23 lots	= $42.22/lot
Gas:	$6,847 ÷ 22 lots	= $311.23/lot except Lot 4, Block 2
Electricity:	$25,317 ÷ 22 lots	= $1,150.77/lot except Lot 3, Block 4

Cost per lot (except Lot 4, Block 2 and Lot 3, Block 4):	$2,286.87 (4.47%)
Cost for Lot 4, Block 2:	$1,975.64 (3.86%)
Cost for Lot 3, Block 4:	$1,136.10 (2.22%)

THE CITY OF ALAMOSA

Purchase Requisition

Date:	1/29/2016
P.O. #:	PW 5069
Invoice #	439347

Vendor: **Public Service Company of Colorado**
400 Washiington St.
Alamosa, CO 81101

Grant Funds:	By:	EFT/Wire Transfer	Mail Check	Return to Dept.
	Nicole		XXX	

	Description	GL Acct #	Unit Price	Line Total
1.00	Electric Distribution Line Extension	02-4-0068120	$ 971.00	971.00
1.00	Gas Distribution Main Extension	02-517-7080	$ 6,847.00	6,847.00
1.00	Electric Distribution Line Extension		$ 25,317.00	25,317.00
	(Carrol SID)			
			Subtotal:	33,135.00
			Total:	**33,135.00**

RECEIVED FEB 05 2016 BY:

(FOR FINANCE DEPT. USE ONLY)
SPECIAL FUNDING USED: ____________
ELECTRONIC FUNDS TRANSFER: ____________
DATE RECEIVED BY FINANCE: ____________

[signature] Authorized by

2/4/16 Date

Time and Materials for Carroll SID

Personnel	***Quantity***	***Unit***	***Rate***	***Total***
Supervisor (1)	22	Hours	$35.44	$779.68
Operator (1)	48	Hours	$24.15	$1,159.20
Truck Drivers (3)	135	Hours	$24.15	$3,260.25
Equipment				
Pick-up (2)	7	Hours	$32.90	$230.30
Skid Steer	48	Hours	$28.11	$1,349.28
Loader	20	Hours	$56.12	$1,122.40
Dump Truck (s)	135	Hours	$55.37	$7,474.95
Materials				
Fill Dirt	875	Tons	$3.00	$2,625.00
			Total	**$18,001.06**

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Manager

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Attorney