Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

August 11, 2020 - 6:30 PM

The Commission Meeting will be a VIRTUAL MEETING with City Commission and City staff participating through video. The link is: https://www.youtube.com/channel/UCTTgU3xsQBqlyRaME7TaYrQ/live

Richard Boss .... Mayor
Nadia Sikes ....Mayor Pro-Tem, District 2
Jason Baldwin .... District 1
Susan Payne .... District 3
Josh Rardin .... District 4
Sharon McDonald .... District 5
Dusty Wright .... District 6

Brian Cesar .... City Manager
Petria Bengoechea .... City Attorney
Rachel Hughs .... City Clerk

MISSION STATEMENT as Adopted by the City Commission on March 24, 1995.

The City of Alamogordo is a Municipal Corporation that exists solely for the purpose of providing the best possible services to our customers, the citizens of Alamogordo. We are committed to providing these services with honesty, integrity, compassion, fairness, and a commitment to excellence.

We are committed to the long-term financial stability and responsible growth of the City and all decisions will be driven by our commitment to provide the best services possible in a financially sound and responsible manner given the economic realities facing the City.

In accordance with Section 10-15-1.D, NMSA 1978 (2010 Cumulative Supplement), this agenda has been posted on the bulletin board located in the east/west lobby of the City Hall and in the glass case located outside a the north entrance of the City Hall, distributed to the appropriate news media, and posted on the City website: http://ci.alamogordo.nm.us within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Alamogordo website: http://ci.alamogordo.nm.us

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation on Project SEARCH, an evidence-based transition-to-work program for individuals with intellectual and developmental disabilities. *(Alex Rios, Education Specialist)*

PUBLIC COMMENT

Residents must submit comments to the City Clerk prior to 3 p.m. on the day of the Commission meeting. Comments will be distributed to the Commission and the City Manager and will be included in the public record.

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

CONSENT AGENDA (Roll Call Vote Required for an Ordinance or Resolution)

All matters listed under the Consent Agenda are considered to be routine by the City Commission and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

2. Approve the minutes for the July 28, 2020 Regular meeting. *(Rachel Hughs, City Clerk)*

3. Consider, and act upon, approval of Resolution No. 2020-31 authorizing and approving submission of completed application for financial assistance and project approval to New Mexico Finance Authority. *(Debbie Osborne, Grant Coordinator)* **(Roll Call Vote Required)**

4. Consider, and act upon, Resolution No. 2020-32 adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommendations projects for Fiscal Years 2022-2026. *(Debbie Osborne, Grant Coordinator)* **(Roll Call Vote Required)**

5. Consider, and act upon, acceptance of FAA grant agreement for the replacement of the Airport AWOS (Automated Weather Observation System). *(Jim Talbert, Airport Manager*)

6. Approve grant funding from Thrive of Southern New Mexico for Alamo Senior Center, funding will be used for the Home-Delivered Meals program for FY21. *(Magdalena Morales, ASC Manager)*

7. Consider, and act upon, the Investment Report for the quarter ending June 30, 2020, in accordance with the City of Alamogordo Investment Ordinance. *(Sue Ashe, Accounting Manager)*

8. Consider, and act upon, request for a County resident to have approval to tap into the water main on North Florida. *(Larry Garner, Public Works Director)*

9. Consider, and act upon, Resolution 2020-34 Amending Resolution 2020-01 determining Reasonable Notice of Meetings of the Governing Body of the City of Alamogordo. *(Petria Bengoechea, City Attorney)* **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

EXECUTIVE SESSION (Roll Call Vote Required)

10. Recess into Closed Session in compliance with 10-15-1(h)(7), NMSA 1978 (as amended) to discuss threatened or pending litigation: exploring possible Public Health Order litigation. **(Roll Call Vote Required)**

RECONVENE INTO OPEN SESSION

11. Motion to reconvene into open session. And take action, if any, as a result of Closed Executive Session.

NEW BUSINESS

12. Consider, and act upon, Resolution 2020-33, a Resolution declaring support for Alamogordo businesses and asking Alamogordo's State Representatives for assistance in having Alamogordo's voice heard in Santa, Fe. *(Richard Boss, Mayor and Susan Payne, Commissioner*) **(Roll Call Vote Required)**

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/11/2020 **Report Date:** 8/3/2020 **Report No:** 1.

Submitted By:

Subject: Presentation on Project SEARCH, an evidence-based transition-to-work program for individuals with intellectual and developmental disabilities. *(Alex Rios, Education Specialist)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Presentation only.

Background: Project SEARCH is an evidence-based transition-to-work program for individuals with intellectual and developmental disabilities. This program provides extensive work and independent living skills training in an inclusive setting. The intent of Project SEARCH is to aid participants in securing competitive, integrated employment upon program completion. This presentation is a proposal to the City of Alamogordo to become a host business for Project SEARCH.

City of Alamogordo City Commission Meeting
AGENDA REQUEST FORM

Today's Date: 7/27/20

Request Date of Meeting: Tuesday, August 11th, 2020

Name and Title: Alexandrea Rios, Education Specialist -UNM Center for Development and Disability, Partners for Employment

Address: 2300 Menaul Blvd NE

Albuquerque, NM **ZIP** 87107

Phone Number: 505-269-7536

E-Mail Address: aerios@salud.unm.edu

Item requested will be for Information only

Brief description of topic to be discussed:
Please attach one original of any documents pertaining to the topic -
We do not allow handouts at the meeting

Project SEARCH is an evidence-based transiton-to-work program for individuals with intellectual and developmental disabilities. This program provides extensive work and independent living skills training in an inclusive setting. The intent of Project SEARCH is to aid participants in securing competitive, integrated employment upon program completion. This program is implemented through an inter-agency collaboration between UNM/CDD-Partners for Employment, state agencies, supported employment services providers, local advocacy organizations, Alamogordo Public Schools and a host business. The host business is one of the most crucial components of Project SEARCH, as it provides the site for the programs' job skills training activities and serves as the connection to the community. This presentation is a proposal to the City of Alamogordo to become a host business for Project SEARCH.

Signature: Alex Rios

Please return to: **Rachel Hughs, CMC, City Clerk**
City of Alamogordo
1376 E. 9th Street
Alamogordo, NM 88310

Phone: (575) 439-4100 **Fax: (575) 439-4396** **E-mail: rhughs@ci.alamogordo.nm.us**

Revised 6/16/2020

Partners for Employment

Statewide collaborative to increase competitive and integrated employment for individuals with intellectual and developmental disabilities.

Our partners include:

- University of New Mexico's Center for Development and Disability (CDD)
- Department of Health's Developmental Disabilities Supports Division (DDSD)
- Division of Vocational Rehabilitation (DVR)

Mission is to build capacity by providing training, technical assistance and opportunities for networking and collaboration.

Work with state agency personnel, supported employment service providers, educators, family members, self-advocates and employers to advance promising practices for inclusive employment throughout New Mexico.

Project SEARCH New Mexico

CENTER FOR DEVELOPMENT & DISABILITY

NEW MEXICO DIVISION OF VOCATIONAL REHABILITATION

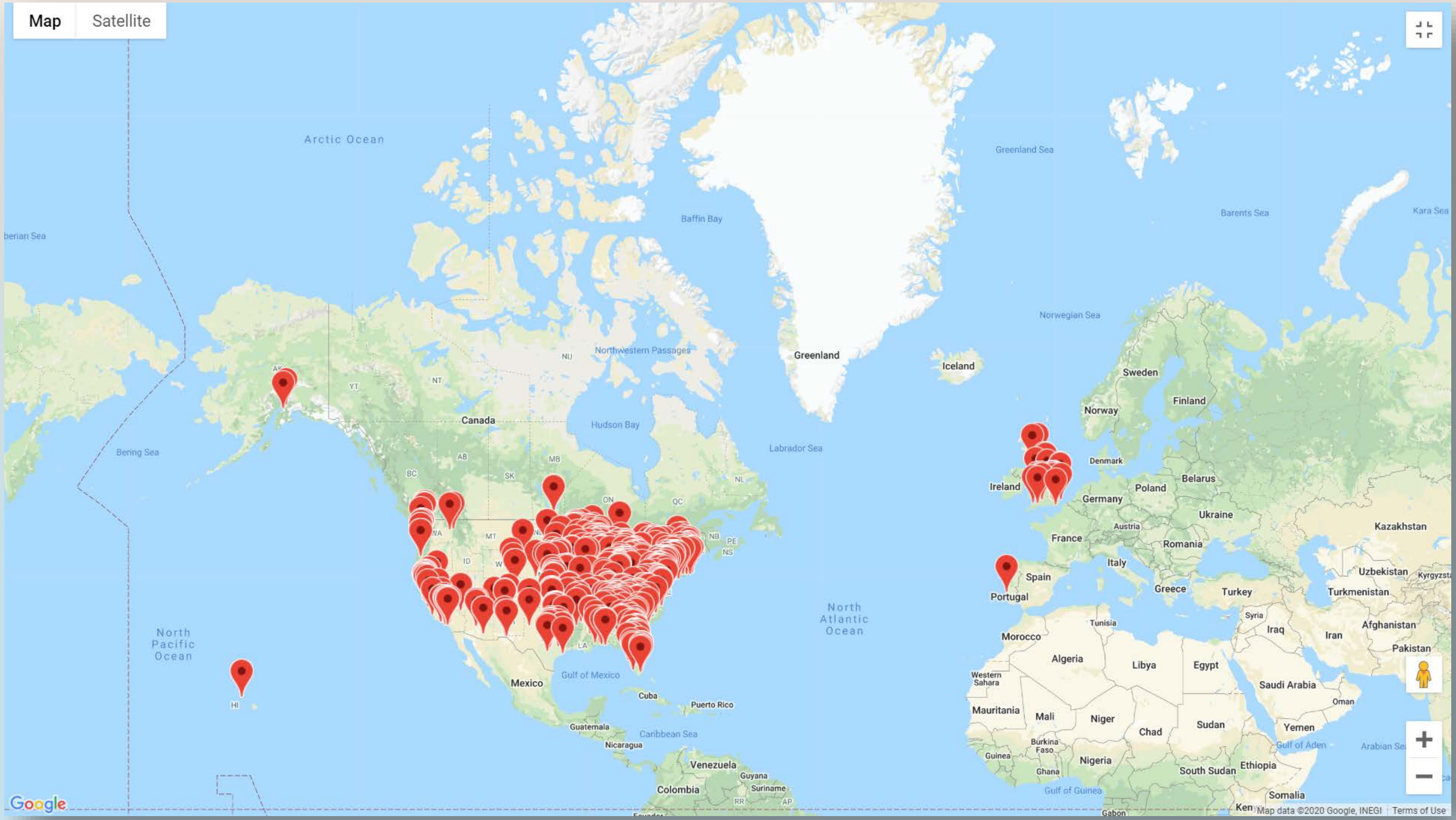
NEW MEXICO DEPARTMENT OF HEALTH

The Project SEARCH Story

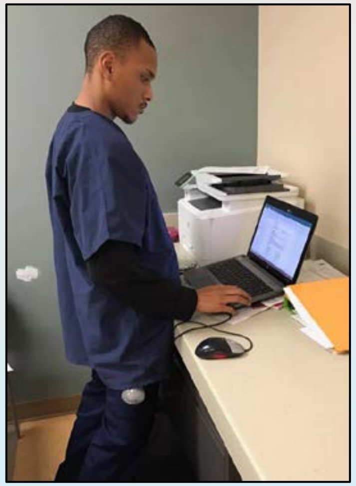
Began as a pilot project at Cincinnati Children's Hospital in 1996. Founded through a partnership between Erin Riehle and Susie Rutkowski.

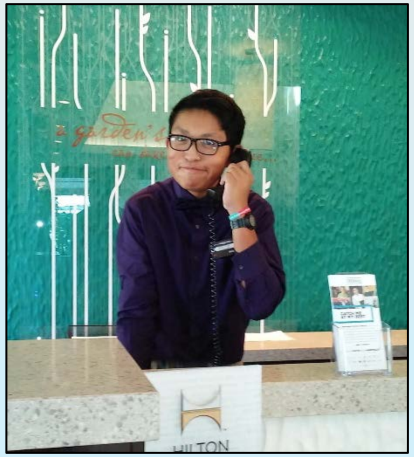
New Mexico has 7 Project SEARCH sites with Alamogordo becoming #8

In 24 years, Project SEARCH has expanded to more than 500 sites across the U.S., Canada, U.K., Australia, Portugal, and Bahrain, and is widely recognized as a best practice model of School-to-Work Transition.



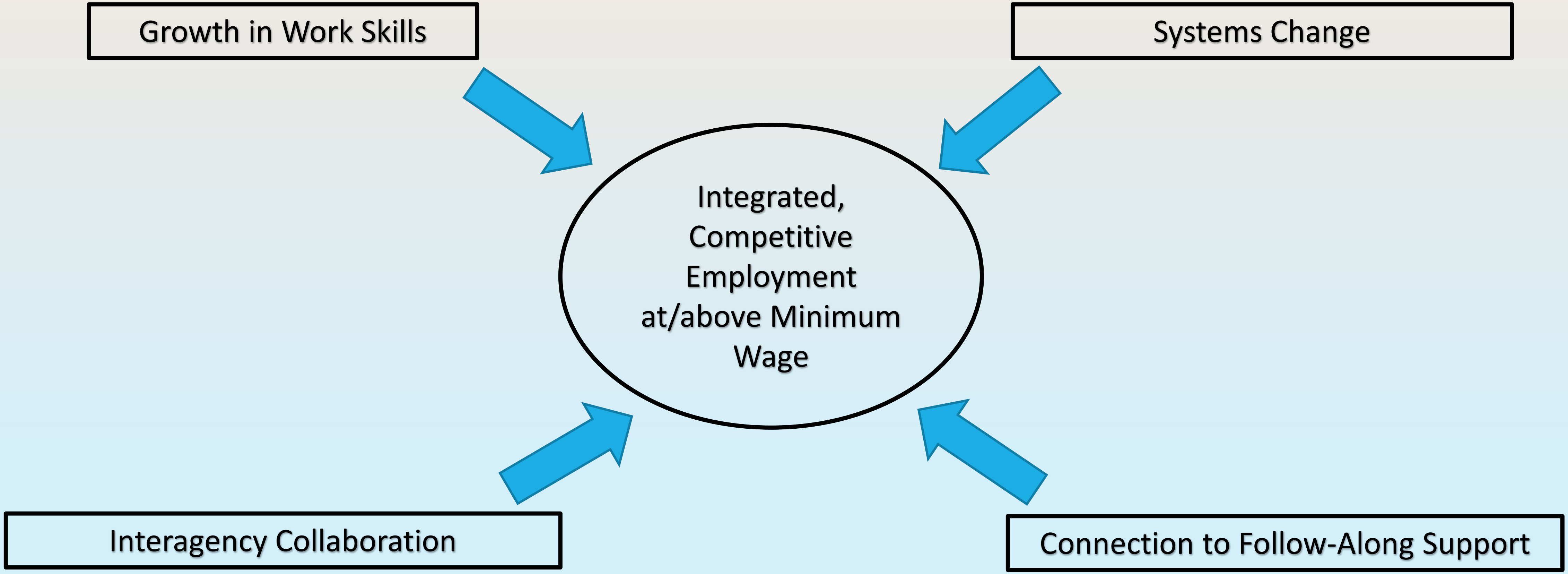
“The Project SEARCH model involves an extensive period of skills training and career exploration, innovative adaptations, long-term job coaching, and continuous feedback from teachers, skills trainers, and employers.” –Project SEARCH, 2020





How it works

Program Goals



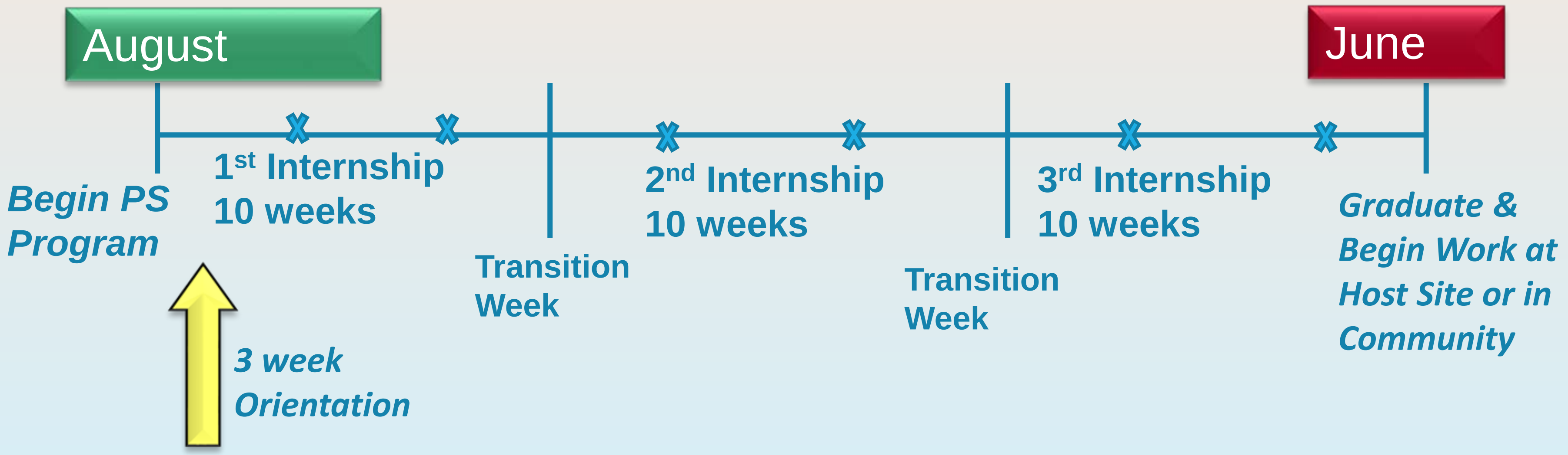
Core Model Fidelity

1. Competitive, integrated employment for each Project SEARCH intern.
2. Interagency collaboration.
3. Project SEARCH is a business-led program.
4. Partners provide dedicated, consistent staffing on-site .
5. Serves individuals with intellectual and developmental disabilities/autism.
6. Braided funding between partners, except host business.
7. Total immersion of interns at host business.
8. Program data entered into Project SEARCH data base
9. Graduates receive effective follow-along services to retain employment.
10. Licensing agreement

Eligibility

- Students 18-22 years old who have completed high school credit.
- Eligible for services with DDSD or DVR.
- Ability to take direction and change behavior.
- Able and willing to learn how to use public transportation and arrange personal transportation.
- Can pass drug screening and background check.
- Have a desire to work and hold a job in the community.

Annual Project SEARCH Calendar



X Regular *Employment Planning Meetings*
held twice each internship and led by intern

A Day in the life of a Project SEARCH Intern

8:00 Employability Skills

9:00 Internship site

11:30 Lunch

12:15 Internship site

2:00 Review, Plan, Journaling

2:30 Depart

Many programs differ in schedule according to host business's workplace culture and peak hours of productivity

The Alamogordo Project SEARCH Team

CENTER FOR DEVELOPMENT & DISABILITY

Host Business Logo Here

NEW MEXICO DEPARTMENT OF HEALTH

ALAMOGORDO PUBLIC SCHOOLS ESTABLISHED IN 1898

NEW MEXICO DIVISION OF VOCATIONAL REHABILITATION

ZIA THERAPY CENTER

NMSBVI

NM COMMISSION FOR THE BLIND

Successes!

City of Farmington


Lady Scorps coast to first district win
SPORTS, 1B
(505) 325-5862
SAVE UP TO $86 IN COUPON SAVINGS
DAILY TIMES
PART OF THE USA TODAY NETWORK

Shaping city employees

Farmington helps students with disabilities gain job skills

See STUDENTS, Page 4A

Project SEARCH interns learn to serve food in September at Bonnie Dallas Senior Center.

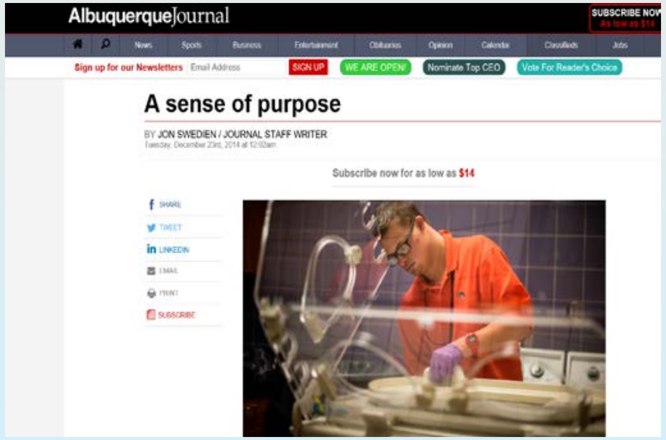
US-MEXICO BORDER

Officials detain Flora Vista 69-year-old

"We celebrate with Dr. Joseph Chee in being recognized by the National Johnson-O'Malley Association. He is an excellent educator and deserving of the accolades he receives for his dedication to students."

Terri Benn

University of New Mexico


AlbuquerqueJournal
SUBSCRIBE NOW
Sign up for our Newsletters
SIGN UP
WE ARE OPEN!
Nominate Top CEO
Vote For Reader's Choice

A sense of purpose

BY JON SWEDIEN / JOURNAL STAFF WRITER

Subscribe now for as low as $14

https://www.abqjournal.com/516225/purpose.html

Resources

https://www.projectsearch.us/

http://cdd.unm.edu/other-disability-programs/partners-for-employment/index.html

Questions?

Alex Rios, MPH

Education Specialist

aerios@salud.unm.edu

(505) 269-7536

Employer's

Host Business Guidebook

Project SEARCH *Focused ~ a* *Liaison* *Internal Resource!*

<>

What is Project SEARCH?

Project SEARCH is one year, high school transition program that prepares high school students with disabilities with the skills for competitive employment. Each student applies to the program and is accepted through a selection committee process. All students are eligible for services with the New Mexico Division of Vocational Rehabilitation and are supported by an on-site staff including a teacher and educational assistant from the local school district and a skills trainer from a local employment supports agency.

Students are responsible for their own transportation to the host business site in most programs. In many cases, public transportation is available. Each student participates in three to four 10-week internships during the school year. There, the student learns specific skills while having the opportunity to put employability skills into practice. Students participate in regular progress meetings to define their career goal and plan necessary steps to achieve that goal.

The cornerstone of Project SEARCH is total immersion in a large business where students learn the technical skills and people skills of a business environment. For five days a week, students report to the host business, learn employability skills in the classroom and specific skills while participating in a variety of internships/experiences. Managers at the internship sites work with the Project SEARCH staff to support the students during the day. Students get continual feedback from the internship manager, co-workers and Project SEARCH staff. Each program has a certified special education teacher and job coaches that work with both the students and the business staff. Students end their day by reflection, problem solving, planning and journaling their key learning. The ultimate goal upon program completion and graduation is employment in an integrated, competitively-paid setting.

How did Project SEARCH evolve?

Nurse **J. Erin Riehle**, then the Director of the Emergency room at Cincinnati Children's Hospital Medical Center, developed Project SEARCH in 1996. She was in need of a reliable worker to stock supplies. She worked with **Jennifer Linnabary**, a job developer with the Hamilton County Board of Mental Retardation and Developmental Disabilities and **Susie Rutkowski**, Great Oaks Career Tech Manager of Disability Education. They selected **Annie Sublett**, who has Down Syndrome, to work in the emergency department. Annie obtained full time at Children's Hospital 15 room Dental Clinic where she sterilized/sorted instruments successfully. Since then, the program has grown nationally and internationally, and has been recognized by industry leaders as a best practice in school-to-work transition for youth with disabilities.

Project SEARCH is a collaboration among four entities. Here in New Mexico, those entities are:

- A local public school district
- New Mexico Division of Vocational Rehabilitation
- New Mexico Department of Health/Developmental Disabilities Supports Division
- University of New Mexico Center for Development & Disability/Partners for Employment
- *In Dona Ana County*: Community Options, Inc.

These entities are vital to the support of a host business. The Educational System provides the instructor, job coaches as well as follow-along support services for any student who is hired. New Mexico Vocational Rehabilitation Services provide rehabilitation counseling and support and UNM Center for Developmental and Disability provides technical support for Project SEARCH statewide. Finally, the business provides training classroom space, a business liaison and rotational internships for on-the-job training.

In New Mexico, there are seven Project SEARCH programs, and more than 500 Project SEARCH programs nationally:

1. UNM Hospitals- Albuquerque started in **2014**
2. Hilton Garden Inn-Gallup started in **2015**
3. Embassy Suites Hotel – Albuquerque started in **2015**
4. Presbyterian Rust Medical Center – Rio Rancho started in **2016**
5. Good Samaritan Society/Las Cruces Village – Las Cruces started in **2017**
6. City of Farmington Municipal Services started in **2018**
7. Pueblo of Pojoaque (a partnership with Santa Fe Public Schools) started in **2019**

Business Benefits to Hosting Project SEARCH

Strategic, growth-oriented companies continue to invest in their top talent for *improved business results*. However, it continues to be a competitive market for locating and hiring top talent. Often, companies need to be creative in their recruiting efforts of top talent by developing alternative recruitment streams. While companies are faced with competition for top talent and as the population ages, the US Department of Labor projects that businesses *will also be faced* with the following:

- Between 2002 and 2012, the Bureau of Labor Statistics projects that 35 million workers will leave their occupations permanently and will need to be replaced.
- As the population continues to live and work longer, people that do not have a disability, may develop disabilities due to aging such as hearing or visual impairments.
- More than 56 million Americans have one or more disabilities and of this group, 10.4 million or 18.6%, are working age adults.
- While 82.1% of working age, non-disabled adults are employed, only 52.3% of working age people with disabilities are employed.

By hosting Project SEARCH, the business is able to benefit from the following:

- It is low risk with little time and cost required from the business to host the program.
- Tap into a recruitment stream of talented individuals – those with both cognitive and physical disabilities.
- Be better prepared as the workforce changes and the war on talent grows.

Business Liaison Selection

It is vital that the partnering business provides a Project SEARCH Business Liaison. While this person is not 100% committed to the program and it may not be part of their job description, you need someone who is committed and passionate about Project SEARCH. That person needs to be available to Business and Project SEARCH staff, have a history and respect within the organization and the ability to make decisions for the program.

Key Skills Required of a Business Liaison:

- Organized
- Follow Up Skills
- Engage managers, partners, participants

Key responsibilities of the Business Liaison:

August
• Provide all necessary access to school system for the host business site. • Coordinate efforts to introduce school system players to key business players. • Coordinate efforts for placement into 1st rotation.
September
• Assist in the transition to the 1st rotation.
October
• Consider coordinating an event for the National Disability Employment Awareness Month for the host business site.
November
• Assist in coordinating efforts for placement into 2nd rotation.
December
• Assist in the collection of feedback from 1st rotation manager/contact.
January
• Assist from the business perspective of assisting with job development.
February
• Assist in coordinating efforts for placement into 3rd rotation.
March
• Assist in the collection of feedback from 2nd rotation manager/contact.
April
• Job development assistance, particularly at the host business
May
• Assist in the collection of feedback from the 3rd rotation manager/contact. • Coordinate efforts with school system to ensure that appropriate business leaders are invited to end of school year events. (i.e. graduation.)
June
• Begin strategizing for the next school year.

Classroom Identification at Host Business Site

Identifying the right location within the business to house the classroom is critical to the success of Project SEARCH. A dedicated space tells your partners that you are committed to the success. It allows the students to feel that they are welcomed by the host business, and it engages the employees of the host business. Ideally the classroom will offer necessary exposure to the students and program. Sometimes, securing space for the classroom, students and staff is an issue. This is entirely in the business hands – sometimes space is a huge issue. It's often not cost but just securing adequate space.

Items to plan for when identifying the classroom space:

• File cabinet(s) that lock
• Whiteboard
• Access to printer and copier
• Preferable: access to computer lab somewhere on the business grounds

Other things to consider:

• Classroom needs to be handicapped accessible
• Determine classroom procedures, e.g. what can be hung on wall, use of microwave and refrigerator, etc. • Determine where interns coats, lunch bags, personal items will be stored

Work Site Rotation Selection & Ready Managers

The goal of Project SEARCH is competitive employment for all participants. In order to build the skills needed, rotation sites need to build the appropriate skills for that business. Success has been found in repetitive, consistent, yet complex job sites, but it's also great to think outside the box of these types of jobs! Two things to keep in mind:

- Continually finding new internships for the students: This is a challenge. As the program grows, as students get jobs as a result of their internships, you need to find new ones to replace them. Some departments may not want to host an internship more than once or twice. They might be burnt out or their workflow is such that a student internship is not always possible. It's good to continually develop relationships within the business/hospital and find new managers willing to host students and have internships that teach real, resume-building skills.
- It's ideal to have 10 – 15 internship rotation sites "in the hopper" to be utilized as needed.

Tasks for successful rotations:

• Liaison coordinates marketing presentations to managers about Project SEARCH and internships in order to recruit departments
• Instructor and liaison determine all possible internships
• Instructor and job coaches perform job analysis for each internship
• Instructor and job coach determine possible accommodations
• Student identifies area of interest
• Instructor and business liaison match students to available internships
• Student writes cover letter to department
• Student sends letter and resume/data sheet
• Student interviews for position
• Department calls student to confirm internship
• Manager assigns co-worker as mentor to intern
• Student will notify teacher and department for absences or tardies
• Job coaches and instructor gives student weekly Project SEARCH evaluation
• Department gives typical business evaluation
• Student gives two weeks notice
• Student participates in exit interview
• Student writes "Thank You" letter
• Department writes letter of recommendation when appropriate
• Liaison and instructor continue to recruit new departments to host internships
• Liaison and instructor market successful internships throughout organization for PR purposes

Additional information to be aware of:

• Business provides feedback regarding length and number of worksite rotations
• Insure that business understands *philosophy* of worksite rotations: work skills, employability skills, etc. (see Appendix):
• Identify contact person at each worksite for reporting and evaluation purposes.
• Develop guidelines with supervisors regarding workload, lunchtime, breaks, etc.
• Work with supervisor to develop additional tasks for student if initial work is completed.
• Develop Memo of Understanding between school and business (and other entities as needed)

Pre-Program Tasks to On-board Students

• Work with business liaison to establish student orientation process (e.g. Student id badges, transportation drop off points, background check, Immunization and TB policy, Drug Screen, Way-finding exercises)
• Arrange mandatory in-services or trainings (e.g. HIPPA, Sexual Harassment, etc.)
• Perform assessments of individual students' skills and interests
• Selection committee meets to review applications and select students.
• Instruct students on business etiquette (Dress codes, behavior norms, etc.)
• Develop IEP's for incoming selected students
• Identify mode of transportation
• Discuss specialized student accommodations (e.g. software, interpreter, Kurzweil).
• Buy classroom supplies
• Students/parents sign Project SEARCH contract
• Teacher to begin emailing, phoning and visiting all selected students (discuss transportation, attendance, business expectations, dress code, etc.)
• Teacher to become familiar with curriculum
• Design professional development for Project SEARCH staff
• Discuss student needs, such as technology, software, hardware, furniture, etc., with business liaison
• Determine if school or business will provide each accommodation.
• Work with business to determine procedure for orienting new school staff
• Secure badges and parking for teacher and job coaches
• Teachers fulfill appropriate in-service requirements and employment procedures (e.g. TB test, immunizations, background check).
• Furnish classroom
• Continue to explore curriculum supports
• Continue to develop additional worksites and market program internally to business
• Final review of program: attendance, discipline, dress code, badging, transportation, Introduce job coaches, business liaison. Discuss monthly meetings with VR counselor.
• Establish monthly meetings with VR counselor; parent and school representatives to discuss student progress, final job goal, student concerns
• Teacher participates in training from school regarding attendance, grades, outcomes
• **School Begins Mid to Late August:**
• Orientation (way finding) through the business and community.
• Security issues (i.d. badges, keys, etc.).
• Practicing final transportation and pick-up/drop-off.
• Assessment of student aptitudes, skills and interests.
• Tour possible worksite rotations.
• Match student requests to available worksite.
• Write cover letter to worksite manager.
• Arrange interview with worksite manager.
• Department to call back student with worksite "job offer".
• Job coach does final job analysis to determine tasks and possible job accommodations and modifications.
• Develop daily outline for agenda
• Begin planning student activities for October: Disability Employment Month.

Pre-Program Tasks to Ready the Classroom

The teacher will meet with the Business Liaison from the business to determine when they will have access into the classroom and when they can start bringing in their teaching materials. The teacher/job coaches/students should have as much access as available from the business for the program to be successful. A few logistical things need to be in place for a successful start to a school year.

• Determine where the technology will be located
• Determine who provides computer and printer
• Determine how instructor will access e-mail, Outlook, school-based network to log attendance, grades, IEP programs, etc.
• Determine who provides technical assistance
Also Keep in Mind
• Technology seems like a little issue but needs to be worked out ahead of time. The teacher will need to be able to access the school through the Internet as well as the business intranet.
• Badge (or other entrance resource) access for contractors (students/education staff)

Sample Press Release & "Key to the Classroom" Presentation to School System

- You may not be popular in your own community at first: Project SEARCH is a single point of entry model meaning that the business is getting services of employees with disabilities from one vendor - Project SEARCH! Other supported employment agencies may not be happy about this. It depends on the community and what competition is like in that area.

Sample Media Advisory

Media Advisory

FOR IMMEDIATE ELEASE
August 2, 2005

CONTACTS:
Maurice Harris, Fifth Third Bank
(513) 534-3932

Erin Riehle, Project SEARCH
(513) 636-8729

Fifth Third Finds New Talent in Project SEARCH

On-Site Training Center to Open at Madisonville Operations Center

CINCINNATI, OH – The search is on at Fifth Third Bank…Project SEARCH, that is. The Madisonville Operations Center is opening a newly renovated classroom for up to 12 students from Project SEARCH, a nationally acclaimed internship for individuals with disabilities. Media is invited to the students' welcome reception and classroom ribbon cutting:

Project SEARCH Kickoff Event
10 AM - Wednesday, August 24
Fifth Third Bank Madisonville Operations Center
5050 Kingsley Drive, Cincinnati, OH 45227

Project SEARCH helps qualified persons, such as those with developmental challenges, overcome the barriers to successful employment. For some students, the internships will evolve into paid positions at the Bank upon graduation from the program.

Project SEARCH is a collaboration of three entities – Cincinnati Children's Hospital Medical Center, Great Oaks Institute of Technology & Career Development, and the Ohio Rehabilitative Services Commission. Fifth Third's contributions consist of on-the-job training, a managed learning environment, and an on-site classroom complete with computers, training stations, and all the furnishings of a central office to manage the affairs of the Madisonville Campus program.

Interested in covering the event?
Contact Maurice Harris at (513) 358-1314 or
Erin Riehle at (513) 636-8729.

Sample Press Release

FIFTH THIRD BANK

Project | SEARCH

News Release
FOR IMMEDIATE RELEASE
August 24, 2005

CONTACTS:
Maurice Harris, Fifth Third Bank
(513) 358-1314

Erin Riehle, Project SEARCH
(513) 636-8729

Fifth Third Finds New Talent in Project SEARCH

On-Site Training Center Opens at Madisonville Operations Center

CINCINNATI, OH – The search is on at Fifth Third Bank…Project SEARCH, that is. The Fifth Third Bank Madisonville Operations Center today opened a newly renovated classroom for students from Project SEARCH, a nationally acclaimed internship. The program helps individuals such as those with developmental challenges overcome the barriers to successful employment. For some, the internships will evolve into paid positions at the Bank upon graduation from the program.

The incoming students will spend their days at Fifth Third Bank with special education instructors and job coaches. Participants will rotate through three or four work experiences – for three to four months each – to build their skills in various job settings. As students, they will receive credit toward high school graduation rather than pay for their work.

Project SEARCH is a collaboration of three entities – Cincinnati Children's Hospital Medical Center, Great Oaks Institute of Technology & Career Development, and the Ohio Rehabilitative Services Commission. Cincinnati Children's and Great Oaks design and lead Project SEARCH. Cincinnati Children's also provides funding for job coaching and other educational needs. Fifth Third's contributions consist of on-the-job training, a managed learning environment, and an on-site classroom complete with computers, training stations, and all the furnishings of a central office to manage the affairs of the Madisonville Campus program.

Fifth Third joins several other Cincinnati companies hosting Project SEARCH programs this year including Cincinnati Children's, Mercy Hospital, Xavier University, Hamilton County Parks and Clinton Memorial Hospital.

Fifth Third Bancorp is a diversified financial services company headquartered in Cincinnati, Ohio. The Company has $102.7 billion in assets, operates 17 affiliates with 1,104 full-service Banking Centers, including 126 Bank Mart® locations open seven days a week inside select grocery stores and 2,013 Jeanie® ATMs in Ohio, Kentucky, Indiana, Michigan, Illinois, Florida, Tennessee, West Virginia and Pennsylvania. The financial strength of Fifth Third's affiliate banks continues to be recognized by rating agencies with deposit ratings of AA- and Aa1 from Standard & Poor's and Moody's, respectively. Additionally, Fifth Third Bancorp continues to maintain the highest short-term ratings available at A-1+ and Prime-1 and is recognized by Moody's with one of the highest senior debt ratings for any U.S. bank holding company of Aa2. Fifth Third operates four main businesses: Retail, Commercial, Investment Advisors and Fifth Third Processing Solutions. Investor information and press releases can be viewed at www.53.com. Fifth Third's common stock is traded through the NASDAQ National Market System under the symbol, "FITB."

Marketing & Communication

Another way to get Project SEARCH into the culture of the host business is to market and communicate it to the entire organization, at least the part of the organization that the liaison has influence over.

- Company Newsletters
- Photos
- High Level Key Steps

School Year & Activities

August

- First two to three weeks of school: assessing students skills, developing resume's, orientation to culture and mission of host business, matching students to available worksite internships, internal marketing of program throughout the host business
- Monthly progress meetings implemented with instructor, student, VR, parent, etc.

September – November

- First 10 week internship rotations for students
- Students gain work specific and employability skills
- Students receive continual feedback from Project SEARCH and host business staff
- Bi-monthly progress meetings continue to define job goal and resolve issues toward goal

December

- Holiday events to thank internship sites and internal marketing throughout business
- Workshop Week
    - Update resume and portfolio with skills learned
    - Reflection on 1st internship, write thank you letters to 1st internship site
    - Students interview for 2nd internship rotation

December – February

- Second 10 week internship rotations for students
- Bi-monthly progress meetings continue to define job goal and resolve issues toward goal
- Open House for marketing/recruitment of students for the following year

March

- Workshop Week: reflection on previous internship, document learned skills, etc.
- Applications are due from new students for the following school year

March – May

- Third 10 week internship rotation for students
- Job Development process begins
- Bi-monthly progress meetings continue to define job goal and resolve issues toward goal
- Employment for students who have been hired at host business or in community

May

- Complete Portfolio with documentation of all internships and skills learned
- Complete Summary of Performance for exiting students
- Develop IEP for incoming students
- Graduation for Project SEARCH students
- Transition to Adult Services (employment, supported living, recreation, etc.)
- Employment begins for graduating Project SEARCH students

Host Business Specific Activities

- Disability Awareness Training – provided by Project SEARCH team
- Information sessions

Job Development & Employment

The goals of the Project SEARCH Program include:

- Career Exploration
- Participation in employability skills curriculum
- Completion of three 10 week internships
- Attainment of competencies and marketable skills
- Documentation of skills and knowledge in a portfolio
- Job Placement in an entry-level job matching their skill set and interests – when possible, at the host business site, or elsewhere in the community.

APPENDIX

SAMPLE:

Project | SEARCH®

Agreement of Roles and Responsibilities
For Project SEARCH

The Parties to this Agreement are Gadsden Independent Schools, Community Options Inc., Good Samaritan Society-Las Cruces Village**,** New Mexico Department of Vocational Rehabilitation, and New Mexico Department of Health/Developmental Disabilities Supports Division.

I. Purpose:

The Parties to this Agreement will collaborate and cooperate to create a High School Project SEARCH Transition program at Good Samaritan Society-Las Cruces Village for students with intellectual and developmental disabilities, and to foster and facilitate the acquisition of jobs by people with disabilities when possible. This Agreement specifies the roles and responsibilities of the Parties as they work in partnership to increase opportunities for persons with disabilities. The program will be modeled after Project SEARCH at the Children's Hospital Medical Center in Cincinnati, Ohio.

II. Roles and Responsibilities:

The Parties agree to the following roles and responsibilities.

A. Good Samaritan Society-Las Cruces Village will:

- Provide classroom space (with white board or chalk board, small tables to be used as student work areas, chairs, locked cabinet for student files, and computer connections), and Instructor space with telephone, fax, photocopy equipment, supplies, computer and email access.
- Provide a business liaison that is available on a frequent basis to assist with job site development, introduce Project SEARCH staff to the business staff, market the program internally, and attend periodic meetings to discuss, evaluate program progress, and work with the Instructor to reinforce workplace rules.
- Develop intern work sites and a point of contact at each site for the purpose of teaching competitive, marketable skills to the program participants. Facilitate job analysis of those sites for the Project SEARCH staff.
- Provide access to hiring opportunities if a Project SEARCH participant is appropriate for an internal job opening.
- Assist on-site staff with the on-boarding and orientation of Project SEARCH staff and students, including any requirements for background checks, immunizations, badges, HR-required trainings, and other standard on-boarding procedures.
- Provide managers of work site departments to give direction, feedback and evaluation to students during their work site rotations.
- Provide access to conference space for Open Houses.
- Collaborate with team on student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.

- Establish and communicate expectations for professional conduct (e.g.: dress code, attendance, chain of command, business culture/etiquette, use of phone/technology) to all on-site staff and interns.

B. <u>Gadsden Independent Schools will</u>:

- Provide a Special Education Instructor with transition experience to coordinate/teach the program and lead the collaboration of the on-site team.
- Provide an Instructional Assistant to assist with skills training and employment development.
- Utilize the Project SEARCH curriculum and instructional materials to teach employability skills, functional academics, transition, job development and job readiness.
- Collaborate with the business liaison on the development of intern work sites, and coordinate and monitor intern activities.
- Collaborate with the Project SEARCH team on outreach and student recruitment activities and help facilitate these on site, when applicable.
- Facilitate family involvement activities (Indicator 8), including Parent-Student Acceptance Night, Orientation event, Employment Plan & Progress Meetings, Graduation, and other opportunities to involve and educate parents about issues like expectations for employment, DVR/DDSD/, Community Options, and the development of self-advocacy.
- Establish student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.
- Provide travel training for students as necessary before program begins.
- Provide expertise in adaptations and accommodations, and implement as necessary.
- Provide student liability insurance.
- Provide travel reimbursement or flex time to teachers for family meetings, job development, etc.
- Coordinate relationship with Vocational Rehabilitation for each student to allow for partial funding of skills trainers and job development.
- Provide additional support for students if necessary, such as Interpreter service, Speech or Occupational Therapy, transportation, etc.
- Coordinate regular meetings (at least weekly) with on-site staff to discuss program logistics, planning, and progress.
- Coordinate at least four Employment Progress meetings per year and invite interns' mentors and parents.
- Appoint staff person to administer the Project SEARCH database, including input of all Steering Committee team members and interns.
- Liaise with Project SEARCH statewide coordinator for technical assistance, data collection and other issues related to model integrity

- Assist with public relation activities to promote the Project SEARCH site.

C. <u>Community Options, Inc. will</u>:

- Provide a supervisor to assist in coordinate the planning and implementation efforts and ensure that program is moving forward within the framework of the projected timeline, and to assist in any way necessary to facilitate success of the program. This supervisor should attend monthly Steering Committee meetings with the parties to this agreement.

- Provide one full-time, on-site professional Skills Trainer/Job Developer ***OR*** one 9-month on-site Skills Trainer and one ½ time Job Developer who will work within the leadership of the on-site Project SEARCH teacher to:

  - Coordinate and provide assistance for travel training to interns before program year begins
  - Assist in developing task analyses for each rotation that can be used to track interns' progress
  - Train and model for each intern the specific skills associated with his/her rotation and the conduct and communication appropriate to a professional identity.
  - Collaborate with on-site teacher and educational assistant on ways to incrementally expand each intern's marketable skills
  - Assist on-site teacher and educational assistant in developing interns' resumes, job applications, and portfolios
  - Attend each intern's employment progress meeting, lend input, and use information gathered to develop desired jobs for each intern
  - Meet with DVR counselor, as necessary, to discuss reports and progress of job search activities.
  - Use customized employment strategies to find and develop jobs that are a good fit for each intern's interests, skills, and conditions for success.
  - Coordinate off-site employer visits (for things such as informational interviews, intern interviews) with the on-site teacher and educational assistant.
  - Work with Las Cruces Village Human Resources staff and PS Instructor to examine existing open positions and determine their applicability for PS student interns and recommend pre-screened applicants to the host business
  - Attend and contribute support to transition week activities

- Work with Vocational Rehabilitation to assist with obtaining adaptations and accommodations as necessary, and to help secure funding for job coaching and job development.

- Provide ongoing training and professional development to skills trainer/job developer in the best practices related to person-centered planning, systematic instruction, customized employment, and job development. A portion of this training might be coordinated with the local DDSD Community Inclusion Coordinator and/or through free online/in-person coursework offered by CDD/PFE.

- Assist with public relations activities to promote the Project SEARCH site.

- Liaise with state Project SEARCH coordinators/consultants for technical assistance, data collection and other issues related to model integrity.

- Provide long-term supports to interns through provision of Community Integrated Employment Services and other available funding.

D. <u>New Mexico Department of Vocational Rehabilitation will</u>:

- Provide funding support for eligible individuals to participate in Project SEARCH at Good Samaritan Society-Las Cruces Village.

- Provide expertise and assistance in adaptations and job accommodations.
- Establish student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.
- Attend steering committee meetings to discuss and evaluate program progress.
- Participate in interns' employment planning meetings and lend input.
- Assist with public relations activities to promote Project SEARCH.

E. <u>Department of Health/Developmental Disabilities Supports Division in collaboration with long term follow along agency will</u>:

- Work as a team with other partners to identify intern work sites and perform job analyses.
- Coordinate education and training to Good Samaritan Society-Las Cruces Village employees regarding disability employment information.
- Facilitate consistent retention /job coaching staff from initial internships through successful community employment for those students who qualify for or are on the DD waiver. Lend ideas and help facilitate alternative funding sources for students who are on the DD wait list.
- Assist with program organization, planning, internship site development, and travel training for community employment.
- Establish student eligibility guidelines and select students for the program as a participating partner of the Advisory Committee.
- Provide expertise in designing individual adaptations and accommodations.
- Attend regular meetings with team members from the Parties to this Agreement to discuss and evaluate program progress.
- Assist with public relations activities to promote the Project SEARCH program.
- Liaise with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity.

F. <u>University of New Mexico Center for Development & Disability/Partners for Employment will:</u>

- Facilitate the initial purchase of the Project SEARCH license to be hereafter held and annually renewed by Santa Fe Public Schools.
- Coordinate five days of technical assistance for the _____ Project SEARCH site

III. <u>Measurable Objectives</u>:

All Parties will work collaboratively to:

- Provide internship opportunities for a minimum of 8 – 10 student participants (per site) with developmental disabilities for the 2019-2020 school year.

- Obtain competitive employment for each intern that completes the program.

- Develop/maintain a minimum of 8 internship rotations each year of the program.

- Publicize the collaboration and program activities with a minimum of two written materials and two public presentations.

IV. <u>Period of Agreement</u>:

The effective date of this Agreement will be June 2018-June 2019.

V. <u>Limitation of Agreement</u>:

It is understood among the parties that this Agreement is not a contract and is not binding.

VI. <u>Relationship of Parties</u>:

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

<u>Signatures:</u>

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/11/2020 **Report Date:** 8/6/2020 **Report No:** 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the July 28, 2020 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., VIRTUAL MEETING
July 28, 2020

RICHARD BOSS, MAYOR	**NADIA SIKES, MAYOR PRO-TEM**
SHARON McDONALD, COMMISSIONER	**JASON BALDWIN, COMMISSIONER**
JOSH RARDIN, COMMISSIONER	**BRIAN CESAR, CITY MANAGER**
DUSTY WRIGHT, COMMISSIONER	**PETRIA BENGOECHEA, CITY ATTORNEY**
SUSAN PAYNE, COMMISSIONER	**RACHEL HUGHS, CITY CLERK**

CALL TO ORDER / ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

Mayor Boss called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present. Invocation was given by Commissioner McDonald and the Pledge of Allegiance was led by Commissioner Wright.

APPROVAL OF AGENDA

Commissioner Payne moved to approve the agenda.
Commissioner Baldwin seconded the motion. Motion carried with a vote of 7-0-0.

PRESENTATIONS

1. Presentation update on 100 percent Otero, fighting childhood trauma and improving the health, safety, and success of children. ***(Lisa Patch, APS Director of Health Services and Peg Crim)***

Ms. Yehle said Director of Health Services Patch gave a presentation to the Commission on March 10, 2020. They are both working on this project named 100 percent Otero. She also said this initiative started when they read a book called Anna Age Eight and it asked the question of “How numb are we to news about childhood trauma”. She said they want to not be numb to this and try and reduce childhood trauma.

Ms. Crim presented a Power Point presentation on the 100 percent Otero Plan. She spoke about ACEs (Adverse Childhood Experiences) and childhood trauma. She explained the 100 percent Otero plan. She talked about the 10 Action Teams to be used, the Measurable Goals to be used and gave the 100 % Otero timeline. She gave information on how to help and gave their contact information for people who want to join. She asked if Otero County and the City of Alamogordo is ok with 20 percent of our kids having a rough time and maybe not being able to make it, or are we the kind of community that wants to give 100 percent of our kids the opportunity to be happy, safe and successful.

Mayor Pro-Tem Sikes said Ms. Yehle and Ms. Crim have given her the opportunity to attend the book club meetings and be apart of some of the teams, and things are really moving along well, there is a lot of enthusiasm. She thinks once they get the survey going, they will see a lot more participation.

Commission Payne added that they do not have good data here in our community and they need to be better about that. She said they cannot solve the problem if they do not know what the problem is. She said she is excited, and what they are doing is a great first step.

Ms. Yehle said the survey they will be doing is to find out what they are doing well and to find out where the gaps are. She said they have a lot of good services in the City and County, but for some reason some people are not able to access them, so they are going to try and find out where those gaps are for those services.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

City Manager Cesar made the following remarks:
1. He reminded everyone that on Tuesday August 4 at 1:00 p.m., they will be holding a virtual public meeting on their ICIP (Infrastructure Capital Improvements Projects) plan for the years 2022 through 2026. This is a meeting they hold every year, and further information can be found on their website or their Facebook page.
2. He will start to approve/disapprove the Temporary Expansion for liquor license applications unless there is an objection from the Commission.
3. He spoke about misinformation on social media. He said the City does not regulate outdoor dining permits; the New Mexico Department of Health regulates that. He also said the City has not cited any business. There is one Officer from the New Mexico State Police that has been specifically assigned for our area that is going around and checking the various businesses. He said as for the enforcement of masks, the local DA (District Attorney) has informed the Police Department and the Sheriff's Department, they would not be prosecuting the wearing of masks. The City's Police Department responds to every call they receive and what they have been doing if they get a call about enforcement of the masks is they have been informing the person or persons about the Governor's orders, they are actually carrying masks to offer to these people. If for whatever reason these people become belligerent, the business can request that they be trespassed from the property, or the City can also enforce any other laws out there, but they are not going out there looking for people to cite. He said he wanted to clear that up because that one page has quite a bit of misinformation, which gave the City much more authority than they really have. The City is bound by the Governor's order just like every other business, the authority is at the State level and not the City.

Mayor Boss asked City Manager Cesar and City Attorney Bengoechea if he can open the City up and tell everyone they do not have to wear a mask. City Attorney Bengoechea said that is something he or the City cannot do. Mayor Boss said he is getting bashed up because he did not sign a letter, that other Mayors signed, to set aside the face masks. He said it would have been worthless to have signed that letter.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Boss made the following comments:
He said the deadline for the 2020 Census is October 31, 2020. He explained how people can respond and said the door to door activity had been suspended because of the COVID virus, but he thinks they may resume next week. He explained the importance of completing the Census and encouraged everyone to fill out their paperwork.

Commissioner Rardin made the following comments:
He suggested passing a resolution similar to Roswell that will state that they are not going to enforce this nonsense anymore.

City Manager Cesar explained that Roswell passed a resolution directing the City Manager to not enforce the mask mandate or the Governor's order. He said he talked about this earlier and what Commissioner Rardin is asking to pass is something that they are already doing. Commissioner Rardin said it makes more of a political statement if the governing body does it as a whole. Mayor Boss commented they are not a partisan body; they are a governing body.

Commissioner Payne agreed with Commissioner Rardin in the sense that she is concerned about these businesses and the State. She said she is really concerned that the Governor made the comment that she would go after elected officials who did not adhere to her orders. Commissioner Payne said personally speaking, she is disappointed on how the Governor has handled this situation. She said she spoke with someone from the Attorney General's Office today that works with internet sex crimes with children and she said that since COVID has started her case load has doubled. She also spoke with someone from Mesilla Valley Hospital and their adolescent unit is maxed out. She said those are the things that concern her when they talk about 100 percent community. She said the Governor has made the comment that If they cared about the citizens or elderly, they would wear a mask. Commissioner Payne said if we cared about our children, they would open the schools back up and if we cared more about our children our Health and Human Services Secretary would be paying more attention to the mental health hospitals adolescents are doubling right now and the internet sex crimes with children are doubling. She also said she represents all constituents and as much as she completely disagrees with our Governor and her actions, they cannot make a blanket statement and come out with a resolution based on their personal feelings and she will not take her direction from keyboard warriors and Facebook. She said she saw the other day where people were encouraged to send the Commission emails. There were 20 to 30 people commenting on these posts, but only received one email. She agreed with Commissioner Rardin that this has been devasting to our State, our community and most important to our children. She said she cannot put her personal feelings into this resolution which is non-binding and really a waste of their time because it really is not going to do any good. She also said they are asking their police officers to not enforce a face mask rule when the Governor has asked them to enforce a face mask rule, they are asking those police officers to put their certificates in jeopardy, and she is just not willing to do that.

Commissioner Rardin said the bottom line is when is enough, enough, and when are the people going to stand up. He said the people want their Representatives to stand up. He said enough of the smaller communities' band together and stand up and say enough is enough. He thinks as a Governing body if choose to say they are going to ignore the order, and get the County and the Sherriff on board, they would have the authority to do that.

Mayor Boss asked Commissioner Rardin if he thought they would get any help from Santa Fe, later, if they chose not to follow the order. Commissioner Rardin said they cannot base their decisions on repercussions, on what may or may not happen. Mayor Boss said the Governor has 100 percent authority to do exactly what she is doing. He said he agrees with about 99 percent of what Commissioner Rardin has said tonight, but the bottom line is there is nothing that they can do about this situation. Commissioner Rardin disagreed, as long as they got Otero County and the Sheriff on board.

Mayor Boss said the Sheriff's Office should be the ones doing this because the Sheriff is the ultimate law enforcement authority in the County. Commissioner Rardin said they have, he was in Cloudcroft and they had a State Police Officer that was harassing businesses up there. He said the Sheriff went up there and put a stop to it.

Mayor Pro-Tem Sikes said she is embarrassed that this Commission is bashing the Governor. She said based on the numbers, evidence and science, the Governor has put the State of New Mexico in a much better light than the surrounding States based on all the cautionary mandates that she has been putting out for the last four months. She said Commissioner Rardin must be speaking to people that she does not even come across in Otero County. She said just like Commissioner Payne, she received no calls, text, or emails. She said there is a faction of our community that feels strongly in wearing masks and there are businesspeople in the community that think keeping their businesses closed is precluding further disease. She said our numbers have gone up every day. She asked Commissioner Rardin, what it is about 150,000 deaths that he does not understand. She said the school system put out about 7,000 surveys asking which version of the hybrid return to school model they liked, and they received about 1400 surveys back and about 1000 of them said they are keeping their kids home for virtual learning.

Commissioner Rardin gave the percentages of infected people within New Mexico. Mayor Pro-Tem Sikes said if that was your dead wife, daughter, or mother, you might be thinking differently. Commissioner Rardin said no, he would not. He said they have the entire state shut down and the entire economy, if they would allow them to open their businesses back up to full capacity, they would not need any State money. He said it is time to stand up and say something, and time to take action to get back up and rolling again.

Commissioner Baldwin said they need to have some kind of venue where they can meet and openly discuss this, because they are all over the map on information. They need to hear from the public. He said personal accountability is being stripped away from them by the Governor in these rules. He also said at some point, Commissioner Rardin is correct, they as a governing body need to do something for this community whether it is to completely agree with the order or take a stand and make a statement. He said not that they have the legal ability to do it, but he thinks it will be an important message to stand together in one direction or the other. Commissioner Rardin said maybe it is time to have a regular meeting at City Hall and allow 25 percent of the occupancy load.

Commissioner Payne said there are over 7,000 students in the Alamogordo School system and 1,000 surveys suggest to her that there is some work to do there to get an accurate idea of what parents want. She said she still maintains that a lot of the at-risk children are in a lot of danger. She is very passionate about this. She stated that she does not want to put the City Manager or the Police Officers in a position that they have to do something that they are not comfortable with or for something that could put them at risk legally. She said if Sheriff Black thinks he can make that happen he should be there talking to the Commission. She said she has not heard anything from the State Representatives and that is concerning to her.

Commissioner Wright agreed with Commissioners Rardin, Payne, and Baldwin. He said there are so many more factors they need to consider. He said they do not shut the State down over heart disease, obesity or much of these that have much higher death rates. He said his ex-wife tested positive for COVID and none of his kids tested positive for the virus, he stated he does not have any faith in the testing system. He thinks they are destroying the entire economy over something that has a much lower death rate and a much higher survival rate than many other viruses. He thinks they need to move forward.

CONSENT AGENDA

2. Approve the minutes for the July 14, 2020 Regular meeting. *(Rachel Hughs, City Clerk)*

3. Approve Resolution No. 2020-29 authorizing the Mayor to execute the agreement for membership in the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG). *(Rachel Hughs, City Clerk)* (Roll Call Vote Required)

4. Consider, and act upon, a request related to the Alamogordo Fire Department applying for the FY21 Fire Protection Grant through the New Mexico Public Regulation Commission (PRC). *(Jim LeClair, Fire Chief)*

5. Consider, and act upon, the placement of a new "Resident Parking Only" sign for a home located at 1437 Vermont Avenue. *(Eric Barraza, Deputy Clerk)*

Commissioner Payne moved to approve item 2,3,4,5 of the consent calendar.
Commissioner Baldwin seconded the motion.
Roll Call vote was taken.
Motion carried with a vote of 7-0-0.

NEW BUSINESS

6. Consider, and act upon, Applebee's request for Temporary Expansion of Licensed Premises at 1355 S. White Sands Blvd., Alamogordo, NM. *(Carl Wilson, Director of Operations and Lisa Silcox, Area Director)*

Commissioner Baldwin moved to approve.
Commissioner Wright seconded the motion.
Motion carried with a vote of 7-0-0.

Commissioner Baldwin said in moving forward, these requests will be approved by the City Manager. He asked if that is the case, would they need to make that an actionable item on potentially the next agenda. City Manager Cesar said the way he is looking at this is that Commission has given staff the ability to approve temporary liquor licenses for other events, and to him this is sort of the same thing.

City Clerk Hughs said the Director of ABC of Alcohol did let her know, by email, that approval or disapproval could come from the Commission or the City Manager as long as it comes from the City of Alamogordo entity.

Commissioner Baldwin said his only concern is the way things have been going in reference to how they are adversing the rules in reference to COVID with masks and so forth, he does not want to give any agency, any more ammunition against the business. He just wants to make sure they are doing it the right way.

7. Consider, and act upon, the approval of Resolution No. 2020-30 amending the Preliminary FY 2020-2021 Budget with carry-over fund balances and adopting the Final Budget for 2020-2021. *(Evelyn Huff, Finance Director)* (Roll Call Vote required)

Mayor Pro-Tem Sikes moved to approve.
Commissioner Baldwin seconded the motion.
Roll Call vote was taken.
Motion carried with a vote of 7-0-0.

8. Consider, and act upon, Resolution 2020-31 approving the DFA Quarterly Report for the period ending June 30, 2020. *(Evelyn Huff, Finance Director)* (Roll Call Vote Required)

Commissioner Baldwin moved to approve.
Commissioner Rardin seconded the motion.
Roll Call vote was taken.
Motion carried with a vote of 7-0-0.

Commissioner Rardin moved to adjourn at 7:45 p.m.
Commissioner Baldwin seconded the motion.
Motion carried with a vote of 7-0-0

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)
Approved at the Regular Meeting held on August 11, 2020.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/11/2020 **Report Date:** 7/31/2020 **Report No:** 3.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, approval of Resolution No. 2020-31 authorizing and approving submission of completed application for financial assistance and project approval to New Mexico Finance Authority. *(Debbie Osborne, Grant Coordinator)* **(Roll Call Vote Required)**

Fiscal Impact: $1,315,650
Amount Budgeted: $0.00
Fund: 081

Additional Fiscal Impact: Loan amount=$2,130,000
50% principal forgiveness=($1,065,000)
Amount to repay=$1,065,000
Interest amount=$250,650
Loan+Interest=$1,315,650

Recommendation: Approve Resolution No.2020-31.

Background: In July, 2019, the City submitted an application to the New Mexico Environment Department to qualify for a Drinking Water State Revolving Fund loan to complete the Bonito Lake Surface Water Reservoir Improvements. The City requested funding in the amount of $2,130,000. The timeliness of the project is important because the improvements can be made while the lake is drained. Subsequently, the project received a dam waiver from EPA, allowing the project to proceed. After considerable review it was ranked #2 on New Mexico Finance Authority's SFY 2021 Annual Fundable List. Projects are identified for a below market interest rate of 0% (.25% fee) on the first $1,000,000 and 1% on the remaining $65,000 loan amount and 50% principal forgiveness. These terms are subject to change based on a full financial review by NMFA staff. Principal forgiveness and loan terms are not final until NMFA board approval. The City must submit an approved Resolution along with a completed application by Friday, August 14, 2020.

RESOLUTION NO. 2020-31

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the City of Alamogordo, New Mexico, ("Borrower") is a qualified entity under the Drinking Water State Revolving Loan Act, Sections 6-21A-1 et seq., NMSA 1978 ("Act"), and the City Commission ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Borrower and the public; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the Drinking Water State Revolving Loan Fund created under the Act, and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for drinking water projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of Bonito Lake Surface Water Reservoir Improvements the ("Project") for the benefit of the Borrower and its citizens (or members as applicable); and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO:

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be hereby ratified, approved, and confirmed.

Section 2. That the completed Application submitted to the Governing Body be hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this_____day of August, 2020.

GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO

A New Mexico Municipal Corporation

By:______________________________

Richard A. Boss, Mayor

(Seal)

ATTEST:

____

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____

Petria Bengoechea, City Attorney

SWIM

Your application has been submitted.
Name :Deborah Osborne
Title :Grant Coordinator
Mailing Address :1376 E. Ninth Street
Email :dosborne@ci.alamogordo.nm.us
Phone :(575) 439-4257
County :OTERO
Entity Name :City of Alamogordo
Entity Type :Municipality
Project Name :Bonita Lake Surface Water Reservoir Improvements
Project Type :Water
Project Summary :The City of Alamogordo seeks to make improvements to Bonito Lake Surface Water Reservoir, which is our primary source of drinking water. The lake is currently drained to remove sediment and debris deposited into the lakebed by the floods caused from the 2012 Little Bear Fire burn scar; therefore, this is the ideal time to make these necessary improvements since these tasks must be performed while the lake is empty. The main valve manifold located inside the dam house is equipped with original 1943 stamped valves. Although their exterior appearance may be good, the internal workings no longer seat, the packing cannot be maintained due to the constant back pressure of the lake making them inoperable and in desperate need of replacement. These valves are a necessary means for controlling the amount of flow discharged to waste from the under drain of the lake, flush line of intake tower, and regulating the discharge of flows to the Nogal Mutual Domestic Water Association, Town of Carrizozo and the City of Alamogordo. The intake tower was also constructed in 1941 and placed into service in 1943. This structure has significant leaks which need repaired to maintain the overall structural integrity for years to come. Currently there is no safety mechanisms in place for staff to safely enter or exit and no catwalk in place for ease of access for routine water quality monitoring. Flows from the lake are currently metered two and half miles downstream which results in making slight flow adjustments costly in terms of manpower. The installation of a parshall flume on the exterior of the dam house will ensure timelier and more accurate meter reading for reporting purposes. The condition of the dam face and backside is also in desperate need of being refaced. Years of drought and hard winters due to the elevation have resulted in several superficial cracks that need to be addressed. These deficiencies are the reason that the City receives a poor rating from the Dam Safety Bureau. Additionally, the necessary improvements to the tower include the installation and equipping of a new interior ladder and safety climb, catwalk for access including flood events for valve operation, the installation of three additional intake ports and a porcelain coated measuring strip located on the exterior. All of these improvements will give operators the ability to sample and ensure that the best quality of water in the lake is delivered to the customers. Currently, this is not an option with only one port. The upgrades will also make way for remote monitoring and automation of valves thus keeping high turbid waters out of the pipeline and reservoirs located in La Luz. The City water currently exceeds 900 TDS. Bringing the lake online with the improvements will aid this number with a much higher quality by blending waters that have a TDS below 200 ppm. The improvements will help to protect the current investment and ensure the timely delivery of water in the future with more reliable and accurate reads.
Amount of Funding Requested:2130000

Enter another application

page last updated: 07/31/2019

From:	Drinking Water
To:	Deborah Osborne
Cc:	Bob Johnson; Montoya, Michael, NMENV
Subject:	Alamogordo on the SFY 2021 Fundable List
Date:	Wednesday, July 01, 2020 3:12:03 PM
Attachments:	DWSRLF EnABLE Enrollment Form_Revised.pdf Authorizing Resolution template.pdf

Good afternoon Deborah Osborn,

The Alamogordo Bonito Dam project is on the SFY 2021 Annual Fundable List.
The project was reviewed and ranked by NMED DWB's priority ranking criteria. The referenced project received a ranking of #2 (tie)

Based on the initial review, the projects were all identified for a below market interest rate of 0% (.25% fee) on the first $1,000,000 and 1% on the remaining $65,000 loan amount and 50% principal forgiveness. These terms are subject to change based on a full financial review by NMFA staff. Principal forgiveness and loan terms are not final until NMFA board approval.

To secure these initially identified terms**, an authorizing resolution and application** is required to be submitted in NMFA new online application system EnABLE by **August 14, 2020** If this deadline is not met, the projects will be bypassed and the principal forgiveness (if available) will go to the next top ranked project.

I have attached the **EnABLE Enrollment Form, a sample authorizing resolution and a Categorical Exclusion Checklist** with desk review tools to begin the required environmental review process.

Please fill out and **return the enrollment form by July 10th** to receive a log in and initial password to access the application, forms will be accepted early as they are ready.

NMFA environmental consultant is reviewing the existing environmental review for compliance with this program and the project has been provided a waiver from the US EPA.

If you have another contact you wish my correspondence to be copied to, please let me know.

The NMFA Board of Directors approved new loan policies for the DWSRLF. The interest rate was lower from 2% to 1% for public nonprofit water systems, the for 0% interest (.25% administrative fee) disadvantaged loan rate was increased from the first $600,000 to the first $1,000,000. The disadvantage test is based on Medium Household Income (MHI). Communities with an MHI between 100%-80% of the State's MHI are classified as disadvantaged; and communities with an MHI below 80% are classified as Severely Disadvantaged. The loan terms may be extended up to 30 years for all communities (depended on project expected useful life).

Please call or email with any questions.

All the best,

Todd Johansen
Senior Program Administrator - Drinking Water Program
New Mexico Finance Authority
207 Shelby St.
Santa Fe, NM 87501
(505) 992-9654 (direct)
(505) 240-3467 (mobile)

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/11/2020 **Report Date:** 7/31/2020 **Report No:** 4.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, Resolution No. 2020-32 adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommendations projects for Fiscal Years 2022-2026. *(Debbie Osborne, Grant Coordinator)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: No fiscal impact.

Recommendation: Approve Resolution 2020-32.

Background: In January of each year the City provides our legislature with a prioritized list of Capital Improvement Projects for possible legislative funding. As a result, the Office of the City Manager and staff initiated the annual ICIP process by requesting City departments to submit feasible projects for consideration. The City conducted a public meeting on Zoom on Tuesday, August 4, 2020 to receive public input. Members of the public concurred with the top five projects as presented. Staff advises that the City Commission approve the ICIP project list as recommended and that the top five ICIP projects be presented for the January 2021 Legislative Capital Outlay Request for possible funding.

The top five (5) projects recommended are:

1. Install & Construct APD Building Security Measures to include Fencing, Paving, Lighting and Cameras the amount of $522,000, sponsored by Chief Richard Denton
2. Fire Station #7 Improvements, in the amount of $490,000, sponsored by Chief Jim LeClair
3. Police Department Vehicles & Equipment, in the amount of $300,000, sponsored by Chief Richard Denton
4. Facilities for ADA Compliance, in the amount of $300,000, sponsored by Bob Johnson
5. Acquisition of Park Equipment for Maintenance of Parks/Golf Course, in the amount of $210,000, sponsored by Veronica Ortega

RESOLUTION NO. 2020-32

A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) AND IDENTIFYING THE TOP FIVE (5) RECOMMENDED PROJECTS FOR FISCAL YEAR: 2022-2026

WHEREAS, the City of Alamogordo, New Mexico, a municipal corporation, recognizes the financing of public capital projects has become a major concern in the State of New Mexico, and nationally; and,

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and,

WHEREAS, this process contributes to local and regional efforts in project identification and selection to achieve necessary project development; and

WHEREAS, this process contributes to the local and regional efforts in project identification and selection in short and long-range capital planning efforts.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Alamogordo, New Mexico:

Section 1. **That** the City of Alamogordo has adopted the attached infrastructure Capital Improvements Plan for FY2022-FY2026; and,

Section 2. **That** the City of Alamogordo has identified the top five (5) recommendations for Capital Outlay projects for the Infrastructure Capital Improvements Plan for FY2022-FY2026, and;

Section 3. **That** it is intended that the Plan be a working document and that it be the first of many steps towards improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED APPROVED AND ADOPTED this _______ of _______ 2020.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

____
Richard A Boss, Mayor

ATTEST:

____

Rachel Hughs, City Clerk

APPROVED AS TO FORM;

____

Petria Bengoechea, City Attorney

FY 2022 through FY 2026 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN-Top 5 projects
PROJECT SUMMARY (ICIP)

Number		Department		Project Title	Category	Fund Sources	Funded to Date	2022	2023	2024	2025	2026	Project Grand Total
1		Alamogordo Police Dept.		Install and Construct Building Security Measures to include Fencing, Paving, Lighting and Cameras	Public Safety Equipment/Bldgs	CAPITAL OUTLAY STATE GRANTS FEDERAL GRANTS OTHER GRANTS	$ -	$ 522,000					$ 522,000
2		Alamogordo Fire Dept.		Fire Station #7 Improvements	Fire	CAPITAL OUTLAY NMFA LOAN LOCAL FUNDS	$ -	$ 490,000	$ 30,000	$ -	$ -	$ -	$ 520,000
3		Alamogordo Police Dept.		Police Department Vehicles & Equipment	Public Safety Equipment/Bldgs	CAPITAL OUTLAY	$ 800,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 2,300,000
4		Engineering		Facilities for ADA Compliance	Other	LOCAL FUNDS CAPITAL OUTLAY CDBG GRANT	$ -	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000
5		Community Services		Acquisition of Park Equipment for Maintenance of Parks/Golf Course	Public Park	CAPITAL OUTLAY	$ -	$ 210,000					$ 210,000
		Airport		Design of Runway 22/04 and taxiway lighting to FAA part 139 standards, rename taxiways to FAA standards	Airports	CAPITAL OUTLAY FEDERAL	$ -	$ 300,000					$ 300,000
		Airport		Construction of Runway 22/04 and taxiway lighting to FAA part 139 standards, rename taxiways to FAA standards	Airports	CAPITAL OUTLAY FEDERAL	$ -		$ 2,750,000				$ 2,750,000
		Airport		Design, construct, rehab, strenthen runway 22/04 and multiple taxiways	Airports	CAPITAL OUTLAY FEDERAL	$ -		$ 800,000				$ 800,000
		Airport		Design of rehab of heavy aircraft and general aviation parking ramp	Airports	CAPITAL OUTLAY FEDERAL GRANT	$ -				$ 350,000		$ 350,000
		Airport		Update the Airport Master Plan	Airports	CAPITAL OUTLAY FEDERAL GRANT	$ -				$ 350,000		$ 350,000
		Airport		Construction of rehab of heavy aircraft and general aviation parking ramp	Airports	CAPITAL OUTLAY FEDERAL GRANT	$ -					$ 1,200,000	$ 1,200,000
		Airport		Design and move Taxiway A 50 feet towards the parking ramp	Airports	CAPITAL OUTLAY FEDERAL	$ -					$ 500,000	$ 500,000

Up Dated 5/30/2017
SAshe

FY 2022 through FY 2026 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN-Top 5 projects
PROJECT SUMMARY (ICIP)

Number		Department		Project Title	Category	Fund Sources	Funded to Date	2022	2023	2024	2025	2026	Project Grand Total
		Alamogordo Police Dept.		Motorola ApX Handheld Radios for APD	Public Safety Equipment/Bldgs	CAPITAL OUTLAY STATE GRANTS FEDERAL GRANTS OTHER GRANTS	$ -	$ 162,500		$ -	$ -	$ -	$ 162,500
		Alamogordo Police Dept.		New Motorola Radio System Base Units for APD	Public Safety Equipment/Bldgs	CAPITAL OUTLAY STATE GRANTS FEDERAL GRANTS OTHER GRANTS	$ -	$ 300,000		$ -	$ -	$ -	$ 300,000
		Alamogordo Police Dept.		Focus Laser Scene Scanner for APD	Public Safety Equipment/Bldgs	CAPITAL OUTLAY STATE GRANTS FEDERAL GRANTS OTHER GRANTS	$ -	$ 55,000					$ 55,000
		Alamogordo Fire Depart		Construct New Fire Station #8 fir District 6 Mesa Village Area	Fire	CAPITAL OUTLAY NMFA LOAN	$ -	$ 160,000	$ 3,800,000	$ 721,200	$ -	$ -	$ 4,681,200
		Alamogordo Fire Dept.		Construct New Fire Station for Whitesands Airport & Fire District 2	Fire	CAPITAL OUTLAY OTHER STATE GRANTS NMFA LOAN LOCAL FUNDS	$ -	$ 50,000	$ 1,560,000	$ -	$ -	$ -	$ 1,610,000
		Alamogordo Fire Dept.		ARFF Truck for Fire Station #3	Fire	CAPITAL OUTLAY OTHER STATE GRANTS NMFA LOAN LOCAL FUNDS	$ -	$ 1,200,000	$ -	$ -	$ -	$ -	$ 1,200,000
		Alamogordo Fire Dept.		ARFF Training Facility at White Sands Regional Airport	Fire	CAPITAL OUTLAY OTHER STATE GRANTS NMFA LOAN LOCAL FUNDS		$ 75,000	$ 1,000,000	$ 725,000			$ 1,800,000
		Community Services		Construct and Improve Restroom Facilities at Public Parks	Public Park	CAPITAL OUTLAY	$ -	$ 307,000	$ -	$ -	$ -	$ -	$ 307,000
		Community Services		Civic Center Renovations-Flooring and ADA Doors	Other	CAPITAL OUTLAY	$ -	$ 153,000	$ -	$ -	$ -	$ -	$ 153,000
		Community Services		Acquisition of Park Equipment for Maintenance of Parks/Golf Course	Public Park	CAPITAL OUTLAY	$ -	$ 210,000					$ 210,000
		Community Services		Library North Patio Renovations	Library	CAPITAL OUTLAY LOCAL FUND	$ -	$ 40,384	$ -	$ -	$ -	$ -	$ 40,384

FY 2022 through FY 2026 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN-Top 5 projects
PROJECT SUMMARY (ICIP)

Number		Department		Project Title	Category	Fund Sources	Funded to Date	2022	2023	2024	2025	2026	Project Grand Total
		Community Services		Construct New Civic Center	Cultural Facilities	CAPITAL OUTLAY FEDERAL GRANT	$ -	$ -	$ -	$ -	$ 10,200,000		$ 10,200,000
		Community Services		Senior Center Commercial Ovens	Senior Facilities	ALTSD GRANT	$ -	$ 36,174	$ -	$ -	$ -	$ -	$ 36,174
		Community Services		Senior Center Bus	Senior Facilities	ALTSD GRANT	$ -	$ 76,001	$ -	$ -	$ -	$ -	$ 76,001
		Community Services		Alamo Sr. Center Dishwasher	Senior Facilities	ALTSD Grant	$ -	$ 36,503	$ -	$ -	$ -	$ -	$ 36,503
		PHA		Replacement of Windows at Alta Vista & Plaza Hacienda	Housing-Related Cap Infra	FEDERAL GRANT	$ -	$ 827,000	$ -	$ -	$ -	$ -	$ 827,000
		PHA		Upgrade Housing Unit Plumbing at Plaza Hacienda	Housing Related Cap Infra	FEDERAL GRANT	$ -	$ 50,000	$ 50,000	$ 50,000	$ -	$ -	$ 150,000
		PHA		Replacement of Storm Doors at Alta Vista & Plaza Hacienda	Housing-Related Cap Infra	FEDERAL GRANT	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ 25,000
		PHA		Repair Spalling at Alta Vista	Housing-Related Cap Infra	FEDERAL GRANT	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ 25,000
		PHA		Upgrade HVAC Systems at Alta Vista	Housing-Related Cap Infra	FEDERAL GRANT	$ -	$ -	$ -	$ 300,000	$ -	$ -	$ 300,000
		PHA		Design & Remodel Kitchens at Plaza Hacienda	Housing-Related Cap Infra	FEDERAL GRANT	$ -	$ -	$ -	$ 300,000	$ -	$ -	$ 300,000
		Public Works		Hubbard Bridge Re-Construction	Highways/Roads/Streets/Bridges	DOT GRANT STATE GRANT CAPITAL OUTLAY		$ 900,000					$ 900,000
		Public Works		Snake Tank Transmission Line	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT CAPITAL OUTLAY NMED LOAN	$ 1,200,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 11,200,000
		Public Works		City Hall HVAC Replacement	Adm./Service Facilities (Local)	LOCAL FUNDS LOCAL BONDS	$ -	$ 100,000	$ 100,000	$ -	$ -	$ -	$ 200,000
		Public Works		Fresnal Canyon Pipeline Replacement, Diversion 5 to Snow Smith Springs	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	$ -	$ 675,000	$ -	$ -	$ -	$ -	$ 675,000
		Public Works		Foothills Water Storage Rehab	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	$ -	$ 1,052,300	$ -	$ -	$ -	$ -	$ 1,052,300

Up Dated 5/30/2017
SAshe

FY 2022 through FY 2026 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN-Top 5 projects
PROJECT SUMMARY (ICIP)

Number		Department		Project Title	Category	Fund Sources	Funded to Date	2022	2023	2024	2025	2026	Project Grand Total
		Public Works		Lower Alamo Water Storage Rehab	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	$ -	$ 810,600	$ -	$ -	$ -	$ -	$ 810,600
		Public Works		Ocotillo Water Storage Rehab	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	$ -	$ 56,800	$ -	$ -	$ -	$ -	$ 56,800
		Public Works		Griggs Field Park GSR	Wastewater	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	$ -	$ 897,317	$ -	$ -	$ -	$ -	$ 897,317
		Public Works		18th Street GSR	Wastewater	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	$ -	$ 1,491,516	$ -	$ -	$ -	$ -	$ 1,491,516
		Public Works		University Park GSR	Wastewater	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	$ -	$ 839,127	$ -	$ -	$ -	$ -	$ 839,127
		Public Works		10th Street Reservoir Exterior	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	$ -	$ 208,600	$ -	$ -	$ -	$ -	$ 208,600
		Public Works		La Luz Well #4 Rehab	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY		$ 1,052,300					$ 1,052,300
					Grand Total		$ 1,200,000	$ 14,972,122	$ 15,940,000	$ 4,817,400	$ 13,250,000	$ 3,700,000	$ 53,879,522
													$ 53,879,522

Up Dated 5/30/2017
SAshe

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/11/2020 **Report Date:** 7/31/2020 **Report No:** 5.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, acceptance of FAA grant agreement for the replacement of the Airport AWOS (Automated Weather Observation System). *(Jim Talbert, Airport Manager*)

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: Grant funds in the amount of $142,173.00.

Recommendation: Accept grant agreement from FAA.

Background: FAA has awarded airport a grant in the amount of $142,173.00 for replacement of the airport's Automated Weather Observation System (AWOS). There is no match required for this grant.

The Airport's AWOS has exceeded its life usefulness. Over the past few years parts have been replaced by using parts from other AWOS to keep ours operational. To keep costs at a minimum the plan is to replace each component, essentially resulting in a completely new system.

A copy of a proposed MOA between the FAA and Airport is attached. This MOA has not been executed and is only attached for reference purposes.

U.S. Department of Transportation Federal Aviation Administration

GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	July 29, 2020
Airport/Planning Area	**Alamogordo-White Sands Regional**
AIP Grant Number	**3-35-0001-029-2020**
Unique Entity Identifier	086854825

TO: City of Alamogordo
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 21, 2020, for a grant of Federal funds for a project at or associated with the Alamogordo-White Sands Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Alamogordo-White Sands Regional Airport (herein called the "Project") consisting of the following:

Install Weather Reporting Equipment

which is more fully described in the Project Application.

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

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$142,173.00**

   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 for planning
   $142,173.00 airport development or noise program implementation; and,
   $0 for land acquisition.

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

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

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

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

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

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

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

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

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before August 28, 2020**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Maximum Obligation Increase.** 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 if funds are available;

    C. May be increased by not more than 15 percent for land project if funds are available.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA if requested.

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

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

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

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

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

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

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

20. **Ban on Texting While Driving.**

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

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

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

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

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

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

21. **AIP Funded Work Included in a PFC Application.**

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2005, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. **Employee Protection from Reprisal.**

A. Prohibition of Reprisals **–**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows**:**

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or
   vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).

24. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the

assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

SPECIAL CONDITIONS

25. <u>Automated Weather Observing Systems (AWOS)</u>. The Sponsor agrees that it will:

A. Within 60 calendar days of grant acceptance, establish a Memorandum of Agreement (MOA) with the FAA;
B. Develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation requirements for the AWOS;
C. Within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and
D. Provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.

The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.

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

LACEY D SPRIGGS Digitally signed by LACEY D SPRIGGS Date: 2020.07.29 14:33:18 -05'00'

(Signature)

Lacey D. Spriggs

(Typed Name)

Manager, Louisiana / New Mexico 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 __________,__________.

City of Alamogordo
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:
(Typed 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 New Mexico. 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.

ASSURANCES

AIRPORT SPONSORS

A. General.

a. 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.

b. 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.

c. 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 Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. **General Federal Requirements.**

   It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this 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 VIof 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 Part180 - OMBGuidelines 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.

a.) 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.

b.) 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.

c.) 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.

d.) 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.

e.) 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.

f.) 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.

g.) 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.

a.) 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.

b.) 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. by gross weights of such aircraft) is in excess of five million pounds 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.

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.

         a.) 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 April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

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

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

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

37. **Disadvantaged Business Enterprises.**

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

38. **Hangar Construction.**

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

39. **Competitive Access.**

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

1) Describes the requests;

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

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

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

FAA
Airports

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

Updated: 4/18/2019

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

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

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

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	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
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	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
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

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

Memorandum of Agreement (MOA)
Between the
Federal Aviation Administration (FAA)
And
Alamogordo-White Sands Regional Airport

In accordance with the relevant requirements set forth in the latest version of the FAA Advisory Circular 150/5220-16, and the enclosed Operations and Maintenance Manual (OMM) dated **August 06, 2020,** the owner/ sponsor, **Alamogordo-White Sands Regional Airport,** having installed the **ALM** (Facility Identifier), **All Weather Incorporated Model 3000AWOS III P** at **Alamogordo-White Sands Regional Airport,** hereby accepts the enclosed Operation and Maintenance Manual (OMM) as approval by the Federal Aviation Administration (FAA).

The undersigned agrees to operate and maintain the above facility in accordance with all applicable FAA requirements, standards and criteria governing such facility, including those requirements contained in the latest version of FAA Advisory Circular 150/5220-16, and the enclosed OMM.

The FAA reserves the right to amend the OMM to reflect changes in FAA operating policies and procedures. Such amendments must be effective after 10 days following the mailing of the written notification to the owner or sponsor and the maintenance technician identified in the OMM.

The undersigned agree that the OMM's "facility contact information" must be updated as necessary. This will be accomplished by entering the updated information into an addendum and attaching it to the both original OMM, and any copies. A "facility contact information" form is included in Attachment 2 of the OMM template for the latest version of Order 6700.20.

If at any point the "verified maintenance technician" listed in the OMM ceases to perform the functions indicated, the owner or designated representative agrees to notify the FAA within 10 working days.

The undersigned understands that noncompliance with the above requirements will be grounds for the cancellation of FAA-approved instrument flight rule procedures.

With regard to any liability which may arise from the use and/or operation of this facility, each party expressly agrees that it shall be solely and exclusively liable for the negligence of its own agents, or employees, in accordance with applicable law, and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own agents, or employees.

Owner/ Sponsor:

Signature:______________________________________ Date:______________________

Jim Talbert
Airport Manager
Alamogordo-White Sands Regional Airport

Federal Aviation Administration:

Signature:______________________________________ Date:______________________

Michael Hartzog
Albuquerque District Manager
(FAA Representative)

Operations and Maintenance Manual

For

Alamogordo-White Sands Regional Airport   **AWI AWOS Model 3000 III T**

At

Alamogordo, New Mexico

This manual is prepared to fulfill the requirements of 49 US Code Section 44708 and the latest version of AC 150/5220-16. Equipment-performance standards and tolerances for facility maintenance are incorporated herein as Attachment 1 to this manual.

Operations and Maintenance Manual Approved by:

____   ________________________
(Designated FAA Representative)   (Date)

Part I. Operational Requirements.

The following requirements must be met to operate a facility in the National Airspace System. Failure to comply with these requirements will result in withdrawing of approval for use of the facility.

1. Licensing.

a. Facility. The Federal Communications Commission (FCC) license is to be conspicuously posted at the facility. The normal period of station license is 10 years, after which time it must be renewed. *The FCC Application for Radio Service Authorization* may be obtained from the FCC office or web site. Each application must reference a Non-Government Tracking Number (NG T#) as proof of FAA coordination, as well as the FAA office where notification was made, and the date of notification. When received, a copy of the new license must be provided to the FAA Non-Federal Inspector.

b. Non-Federal Maintenance Technician. The equipment must be operated and maintained only by persons that meet FCC licensing requirements and are approved by the FAA. A general class radiotelephone operator license satisfies the FCC requirement. A copy of this license must be provided to the FAA District Office (or designee) in accordance with the latest version of AC 150/5220-16 and FAA Order 6700.20. FAA approval will be granted following the successful completion of both the following:

   (1) FAA or FAA approved manufacturer's school.
   (2) A performance exam is to be given by a representative of the FAA.

   A letter of technical verification will be provided by the FAA stating that these requirements have been met for this facility.

2. Notice to Airmen.

A Notice to Airmen (NOTAM) contains the establishment, condition, or change in any aeronautical facility, service, procedure, or hazard, the timely knowledge of which is essential to personnel concerned with flight operations. Deviation from normal operation or failure of this facility is to be promptly and accurately publicized by NOTAM. The sponsor and the technician responsible for the equipment maintenance must be notified immediately of reports concerning irregular operation of this facility by pilots or other persons detecting the irregularity. The sponsor or the authorized representative must ensure that a NOTAM has been filed through the appropriate FAA facility. In the event of failure or deviation exceeding (or expected to exceed) 24 hours, the sponsor or authorized representative must notify the point of contact for suspending/restoring service, and issuing NOTAMs, during normal business hours, as listed in Part IV, Attachment 2- *Facility Contact Information.*

3. Shutdown for Routine Maintenance.

Maintenance should be performed only when the following conditions exist:

a. Interruption should be confined to visual flight rules (VFR) conditions, daylight hours, and period of light traffic when possible, or when ATC has given clearance for a facility on an alternate runway.

b. The interruption of service must be coordinated with the appropriate FAA facility. Notification should be made so that the notice of shutdown or interruption will be published in advanced of the proposed interruption. Facilities must not be shut down without Air Traffic (AT) approval.

c. NOTAM must be in effect announcing the scheduled interruption and the facility will not be shut down until that specific time has arrived. The advance notification of the interruption will state a specific period for the interruption to occur.

d. The facility identification signal must be disable while maintenance is being performed.

4. Pilot Report.

The sponsor must remove the facility from service immediately upon receipt of two successive pilot reports (PIREPS) of malfunctioning. The facility will remain out of service until the facility technician and/or flight inspection aircraft if necessary can confirm the proper operation.

5. Required Support Items.

a. The sponsor must provide FAA-approved test equipment needed for the maintenance of the facility. Test equipment used to measure key performance parameter must be calibrated in accordance with the schedule in the manufacturer instruction book for the facility, or the test equipment instruction book, whichever period is the shortest. All test equipment calibration must be accomplished with standards traceable to the National Institute of Standard and Technology.

b. There must be a stock of spare parts sufficient to make possible prompt replacement of components that fail or deteriorate in service.

6. Emergencies.

a. Military. In a case of national defense alert, the facility must adhere to the directions received from the FAA and must remain in such status until official notice is received that the alert is over.

b. Aircraft Accident. Part III of this manual provides guidance in case of an aircraft accident.

7. Adjustments of Equipment through Remote Maintenance Monitoring (RMM).

Any non-Federal AWOS that is authorized to use FAA-approved, manufacturer-developed RMM capability must have an approved printer or data-storage storage device that documents all remotely performed maintenance activities, This printer or storage device must make a record of all log-on and equipment adjustment initiated from a remote screen. Retention policy for printouts or soft data is 30 days, unless an RMM activity takes place 30 days or less prior to a significant event.

The definition of a "significant event" for the purpose of a non-Federal facility is any unscheduled outage requiring a NOTAM. If such an outage takes place, the technician of record must update the Facility Maintenance Log as soon as possible, referring to the RMM activity. The retention policy for the corresponding RMM log is a minimum of 2 years. Reference the most recent versions of AC 150/5220-16 and Order 6700.20.

Part II. Maintenance Requirements.

8. General.

a. The AWOS facility shall be maintained in accordance with the applicable sections of the latest version of AC 150/5220-16, manufacturer's instruction books, FAA technical handbooks, and/or other FAA-approved requirements. FAA standards and tolerance must be used. If they do not exist, then the manufacturer instruction books must be used. The relevant documents are listed below, as well as in Attachment 1.

Note: The maintenance schedules and requirements contained in the following documents are to be considered for the minimum level of maintenance in accordance with the latest version of AC 150/5220-16 and this OMM.

All Weather Inc.	AWOS 3000 Maintenance Manual (3000-027) Rev E.
Order 6560.20C	Siting Criteria for Automated Weather Observing Systems
Order 6000.15H	General Maintenance Handbook for Airways Facilities
Order 6580.5	Maintenance of Remote Communications Facilities (RCF) Equipment
Order 8020.11A	Aircraft Accident and Incident Notification, Investigation, And Reporting
Order 6700.20B	Non-Federal Navigational Aids and Air Traffic Control Facilities
Order 6200.4F	Test Equipment Management Handbook

b. All non-Federal facilities requiring periodic inspection must have a maintenance technician with Verification Authority or the facility will not be commissioned or may be NOTAM'd out of service if already commissioned. The maintenance technician of record is required to be on site for commissioning and periodic ground inspection. If any time the site loses its maintenance technician of does not adhere to the FAA-approved maintenance schedules, the equipment may be NOTAM'd out of service if the sponsor of designated representative has not coordinated the exact circumstances with the FAA.

c. The sponsor must submit any proposed modifications to the facility to the FAA for approval and must not permit any modifications to be performed without specific FAA approval. Improvement in maintenance procedures or equipment modifications must be funded and incorporated by the sponsor only after approval by the FAA. An addendum to this OMM. Approved by the FAA, must be completed accordingly.

d. Neither the equipment nor antenna will be replaced or relocated without prior FAA approval. No construction is to be planned in the vicinity that may alter or affect the facility without first coordinating with the FAA.

e. Vegetation, snow depth, and other potential obstructions to accuracy of the facility operations must be controlled in accordance with applicable AC's, orders, FAA technical handbooks and/or manufacturer instruction books.

f. The FAA is responsible for providing FAA forms and appropriate FAA publications required for maintenance of the facility. These forms and publications will be made available at no charge by the FAA office having inspection responsibility.

Note: Some FAA forms, orders, and advisory circular (ACs) are available to the public. Documents and publications that are accessible to the public can be found at the following addresses:

- The Federal Aviation Administration public website: http://www.faa.gov/regulations_policies/faa_regulations/

- The On-Federal Program's public website: http://www.faa.gov/airports/planning_capacity/non_federal/

g. Comprehensive Facility Performance Adjustment Data Form (similar to Technical Reference Data Record) (TRDR).

(The FAA will provide a copy of this form or an FAA-approved equivalent.)

(1) In AC 150/5220-16 references the Comprehensive Facility Performance and Adjustment Data Form. It, or an FAA-approved equivalent, must be completed by the sponsor or sponsor's representative at the time of the facility commissioning. One copy must be kept in the permanent records of the facility and one copy must be sent to the appropriate FAA office. The sponsor or sponsor's representative must revise the data after any major repair, modernization, of returning to service, to reflect an accurate record of facility operation and adjustment. In the event the data is revised, sponsor or sponsor's representative must notify the appropriate FAA office of such revisions and forward copies of the revisions to the appropriate FAA office within 20 business days.

h. Technical Performance Record (TPR).
(The FAA will provide a copy of this form.)

(1) AC 150/5220-16 references the TPR. The TPR contains a record of system parameters recorded during each scheduled visit to the facility. The sponsor of the sponsor's representative must keep the original page of the technical performance record at the facility and send a copy to the appropriate FAA office. Time frames and methods for submitting TPRs are set forth below in sub-section "J".

i. Facility Maintenance LOG, FAA Form 6030-1.
(The FAA will provide a copy of this form.)

(1) This log is a permanent is a permanent record of all the activities required maintaining the facility. Log entries must be clear, complete, concise, and recorded in Greenwich Mean Time (GMT). The entries must include all malfunctions encountered in maintaining the facility, including information on the kind of work and adjustment made, equipment failures, causes (if determined) and corrective action taken. In addition, the entries must include statement describing periodic maintenance activities required to maintain the facility, facility verification statements, and NOTAM information. The original maintenance logs must be retained for a period of 3 years. A copy of the log pages must be sent to the appropriate FAA office. Timeframes and methods for submitting TPRs are set forth below in sub-sections "j". Guidelines for logging requirements can be found in the *Paper Maintenance Logs SOP.* (A copy will be provided by the FAA inspector.)
(2) Among the most important entries in the facility maintenance log are those indicating the verification status of a system, subsystem, or equipment. For the purpose of this OMM, the word "certification" used in FAA directive is synonymous with "verification."
(3) Verification statements must be entered in the facility maintenance log (FAA Form 6030-1) in accordance with appropriate FAA directives and orders. If the performance of the

facility has changed, and whenever maintenance work that has been performed may have affected verification parameters, a verification statement must be made before returning to service a system, sub-system, or equipment. Use the guidelines in the *Paper Maintenance Logs SOP* for instructions on the language that must be used.

(4) Events and activities that must be always be entered in the paper log:

(a) **All Service Outages Lasting Longer Than 60 Seconds (Scheduled or Not).** The non-Federal technician must make entries regarding:

- When the outage occurred; and
- When the facility was verified and returned to service.

(b) **Any On-Site Activity Related to the Facility Failing to Pass a Remote Test.**

(c) **Any Restoration and/or Verification-Related Activity (on-Site or Remote).** Note: This type of activity must be entered in the On-Site Log *even if* it occurs remotely. The non-Federal technician, sponsor, or airport manager/employee, may log this information, and it may be relayed to them by a party at the remote site.

j. Sponsor's Deadlines For Submitting Copies of Logs & TPRs to FAA Inspectors.

(1) General. Generally, Inspectors will pick up copies of facility logs and TPRs at the periodic inspection. Sponsors may submit their logs and TPRs more frequently, if they choose to, submission arrangements must be discussed with the inspector.

(2) Periodic Inspection. If logs and TPRs are not available for pick up at the time of the periodic inspection, the sponsor must submit copies to the Inspector within 20 business days following the periodic inspection. Onetime, limited extension may be negotiated.

(3) Unscheduled Outage Lasting Longer Than 60 Seconds. The sponsor must submit copies of all logs and TPRs to the Inspector within 20 business days of the facility being returned to service. One time, limited extension may be negotiated. The Sponsor must submit the request for an extension to the Inspector. The request must include the time frame negotiated. It must also be in writing (email is acceptable), for documentation purposes.

(4) Failure to Submit On Time. The FAA will issue a NOTAM, removing the facility from service if logs and TPRs are not submitted timely in accordance with the above noted requirements. The NOTAM will remain in place until the sponsor submits its facility's logs and TPRs.

9. Physical Security.

The facility shall be kept locked at all times. Protection shall be provided to ensure that unauthorized personnel do not have access to the equipment.

10. Flight Inspections (if required).

Flight inspections will be performed as stipulated in Order 8200.1 United States Standard Flight Inspection Manual. The sponsor must provide ground-to-air communication on 135.85 or 135.95 MHz for flight inspection when required. The maintenance technician must participate in the inspection if required by the FAA. Those activities requiring flight inspection are outlined in the FAA technical handbooks and orders.

11. Ground Inspections.

a. FAA technical ground inspections will be accomplished on an periodic basis. Prior notification of ground inspection will be given to the facility technician after coordination with the sponsor. Failure to meet the technical standards for equipment maintenance may be grounds for cancellation of facility's approach procedures.

b. FAA may conduct a follow up inspection when a facility may have been a factor in an aircraft accident/ incident. (see Part III)

12. Safety.

All state and local personnel safety requirements must be followed. At the Inspector's discretion, if the site is determined to be unsafe, the Inspector can discontinue the inspection until the situation is remedied. Vegetation shall be controlled to allow access to the facility.

13. NAPRS Data.
(To be provided.)

Part III. Aircraft Accident Procedures.

14. General.
This part has been provided to help expedite the verification of facilities that are suspected in an aircraft accident and to help ensure that all required actions are accomplished. It contains the following:

a. General Information Checklist.
b. Facility Restoration Checklist.

Note: The responsibility of the non-Federal technician to complete these checklists. The technicians must also forward the Facility Restoration Checklist to the National Technical Operations Aircraft Accident Representative (NTOAAR), and send a copy to the sponsor.

Non-Federal Technician who completed the General Information & Facility Restoration Checklists:

____
(Name)

____ ________________________
(Signature) (Date)

Person who reviewed the Facility Restoration Checklist for completeness and accuracy:

____
(Name)

____ ________________________
(Signature) (Date)

15. Information and Instructions.

a. There are a series of steps to be performed for facilities that are suspect in an aircraft accident. These steps need to be performed in a very precise manner so that the true and accurate status of a facility is documented. Order 8020.16, Air Traffic Organization Aircraft Accident and Incident Notification, Investigation, and Reporting, is the controlling directive and will take precedence over other instructions where there are conflicts. In general, the steps to be performed are outlined below and will be performed in the following sequence:

(1) Initial determination of the facility status.
(2) Facility status notification to Technical Operations Service/Air Traffic (AT).
(3) Technical evaluation of facility.
(4) Documentation of the "as-found" condition of the facility.
(5) Notification to the Technical Operations Aircraft Accident Representative (TOAAR) of "as-found" conditions.
(6) Flight check if applicable.

b. When a facility has been identified as being suspect in an aircraft accident, the Operational Control Center (OCC) will contact the facility sponsor or the Service Area designee (depending on the local Memorandum of Agreement with the sponsor), who in turn must contact the maintaining technician, to effect the as-found documentation and subsequent restoration. If a non-federal maintenance technician is not available to document as-found conditions in a timely manner, the OCC should request that the sponsor provide immediate access for an FAA Airway Transportation System Specialist (ATSS) with certification authority on the facility type involved. The ATSS will accomplish the as-found documentation (but not the restoration).

Initial Determination of Facility Status.
This is important because it provides both AT and Technical Operations Service with information that is needed to make other decisions vital to public safety. Unless instructed to the contrary, a non-Federal technician should not do this step alone. An observer should accompany the non-Federal technician to ensure that there is no question in the future as to what took place at the facility. The observer is a second person who will attest that the recorded findings and actions by the evaluator represent a true and accurate description of the witnessed activities. The OCC will locate and dispatch an observer for each potentially suspect facility removed from service, unless waived by the duty TOAAR. The non-Federal technician making the initial determination of the facility status must have current verification authority on the facility. The person accompanying the technician should be an FAA technician but, if necessary, can be someone else in order to save time. Log entries need to be made indicating the purpose of the visit and the results of the initial determination. The type of information to be obtained during an initial determination visit to a facility are only those items that can visually be learned to ascertain whether a facility was or was not operating normally immediately preceding or at the time of accident. No adjustments or control functions are to be performed; only that information, which can be learned by looking at equipment indicators, meters, etc., must be used.

16. **Notification to AT/Technical Operations Service of Facility Status.**
The information obtained on the facility status must be given to the TOAAR as soon as possible. A log entry stating who was given this information must be made at the facility.
Note: Section 1 of the Facility Restoration Checklist must be completed.

17. **Technical Evaluation of Facility.**
When a non-Federal technician has been notified by the TOAAR that a post aircraft accident technical evaluation of a facility is required, two people will be involved in the evaluation process. One person will be the non-Federal technician responsible for the performing the evaluation and who is required to possess current verification authority on the facility involved. The other person will act as an observer and will normally possess current certification authority. The requirement for an observer can only be waived by the TOAAR and if no waiver has been granted, the technical evaluation is not to take place. If the observer requirement has been waived, then the person doing the evaluation must not be the last person who verified the facility.

Note: Section 2 of the facility Restoration Checklist must be completed.

18. **Documentation of the Condition of the Facility.**
This step is just as important as any other and needs to be done with attention to details. This includes entries in technical performance records, facility maintenance logs, RMM interface screens, and ground check forms. The statements shown in the Facility Restoration Checklist have been established to provide a standard description that can be uniformly interpreted by everybody concerned with the accident. It is extremely important that all entries are accurate and complete.
Note: Section 3 of the Facility Restoration Checklist must be completed.

19. **Notification to the TOAAR of "As-Found" Condition.**
The facility Restoration Checklist must be forwarded to the NTOAAR with a copy to the sponsor. This step needs to be completed as soon as possible so that decisions can be made regarding further actions, such as whether or not to call for a flight check.
Mail the original checklist and As-Found readings to:

FAA/AJW-3B
3703 Macintosh Drive
Warrenton, VA 20187
ATTN: NTOAAR

Figure 1-1. General Information Checklist:

Note: The non-Federal technician must complete the original version of this checklist. The sponsor must then retain the original on file in its office and send a copy to the NTOAAR at the address listed in section 20 above.

1. Non-Federal______________________/ AT____________________________________
(Name of first non-Federal person contacted by AT and name of AT person.)
If not notified by AT, indicate who made the initial notification on the above line.

Time of notification_____________________, (All times in GMT.)

2. The non-Federal person must contact the TOAAR, the sponsor, and any others as required by these instructions.
_____________________________________ time completed.

3. The TOAAR will determine with AT's help which facilities may have been or were used by the aircraft, also the aircraft number and type and location of crash, and type of flight plan

Facilities Identified by TOAAR:

Location ID	Facility	Location ID	Facility
__________	_______	_____________	_______
__________	_______	_____________	_______

Aircraft Type:____
Aircraft ID:____
Date/Time of Accident:_____________________________________
Location of Crash if Known:_________________________________
Aircraft on:_______IFR___VFR_________No flight plan

Figure 1-2 Facility Restoration Checklist:

1. Complete the following initial items:

   a. List the facility that has been identified to be returned to service. The restoration can be accomplished via verification and/or operational status check.

      Facility:________ Ident:_______

   b. Identify the non-Federal Technician who last verified the facility, and the observer:

      (1) Record below the name of the technician who last verified the facility or equipment. Control point visits or phone calls may be required to learn who last verified.

      __________________________ ____
      Facility **Non-Fed Technician who last verified facility**

      (2) An observer will normally be required; however, under certain conditions the observer requirements may be waived by the TOAAR. Has the observer requirement Been waived by the TOAAR? **Yes**___ **No**____

      (3) If the answer to (2) is **No**, Identify who is the observer below:

      _________________________________ _________________________________
      Observer Name **Observer Title/Phone**

c. Upon arriving at the facility, log the following information:

(1) Arrival date and time at facility:_______________________________
(2) Reason for facility visit:_____________________________________
(3) Current weather conditions (not at time of accident/incident) at facility. This is your "unofficial" observation of the general weather conditions upon your arrival at the facility. See the following example text.
____
____

Examples of typical initial log entries: (not necessary to use word-for-word)

<u>GMT</u>	<u>Log Entry</u>
1258	*Arrived site to initiate verification and/or restoration of facility in a post-aircraft accident/incident.*
1303	*Presently the weather conditions are overcast and snowing with 2 feet of snow on the ground.*
1305	*Found GS was operating on commercial power with no alarms or transfer indicated. Air traffic reported no pilot reports of malfunction of this facility during the last 5 hours.*

2. Initial action to verify and restore facility.

a. If the facility is shut down, record the status of the equipment in the facility log. Reset the equipment, and MAKE NO ADJUSTMENTS. If the facility fails to restore to normal after resetting, notify the duty TOAAR immediately for further instructions. If the facility resets successfully, continue with the next step.

b. Immediately record as-found technical data (see Section 3 below), MAKING NO ADJUSTMENTS. IF OUT-OF-TOLERANCE CONDITIONS ARE FOUIND, notify the duty TOAAR immediately for further instructions.

c. If a flight inspection has been requested, MAKE NO ADJUSTMENTS prior to commencing the flight inspection, and then make only those adjustments requested by flight inspection personnel.

d. Once as-found technical data has been recorded (see Section 3 below), and any flight inspection activities have been completed, corrective maintenance in support of facility restoration may begin. Record as-left data (see Section 3 below).

e. Verify the facility as required and initiate restoration coordination. Record all activities in the facility maintenance log.

3. Documentation of the condition of the facility

.

a. Technical performance parameters must be recorded accurately on the appropriate FAA form, Technical Performance Record (TPR). For RMM facilities, all remote interface screens required to support a verification judgement must be captured and a hard copy retained. If equipment involved is operational, a set of "as-found" readings or screens must be recorded prior to any corrective maintenance, followed by recording a set of 'as left" readings or screen.

b. Authentication of Technical Readings: An authentication statement must be entered immediately below each set (as found, as left) of parameter values, on each TPR form, and on each screen printed, identifying whether the value are ”as found” or “as left.” The authentication statement is not necessary on copies of electronic log pages. If no adjustment or other maintenance was accomplished, a single statement will suffice. The authentication statement to be used on each set of readings on each TPR and each page of RMM interface screen as follows:

I certify that the above post-accident/incident data is a true record of the (facility or equipment type) parameter values/screens (as found, as left, or as found and left) at the date and time indicated.

Non-Fed Technician:	**Observer:**
Name:__________________________	Name:______________________
Title:___________________________	Title:_______________________
Signature:_______________________	Signature:___________________

Note: that in the above authentication statement, you must compose, select, or modify the text in parentheses as appropriate. Example: “I certify that the above is a true record of the **XYZ Localizer** parameter **value as-found** at the data and time indicated.”

c. Terminate each TPR page that contains accident/incident data in accordance with FAA Order 6000.15.

d. Enter the date and time of uploading automated logs, if any, on blanks provided on page 1 of this checklist.

4. Completion:

a. Confirm restoration coordination is complete.

b. This completes the facility restoration process.

Figure 1-3, Aircraft Accident/Incident Package Cover Page.

Minimum Package Contents:

1. Cover page (this page; use additional copies as required for all signatures)

2. Technical data (for each facility removed from service): Initials

a. Facility Restoration Checklist, Figure 1-2 _______

Reviewed for completeness? _______

b. Hardcopy printout of ALL facility log entries, regardless of the logging method used, covering the period beginning with removal from service and ending with restoration to service. _______

Do the log pages contain the proper verification statements? _______

c. A complete, original set of Technical Performance Record Forms. _______

Data entered per FAA Order 6000? _______

Nominal values listed where appropriate? _______

Signed by supervisor (each page, in header)? _______

Authenticated (each page, per Section 2b of Figure 1-2)? _______

Non-Fed technician/personnel who completed the facility restoration process:

____

(Signature) (Date) (Facilities)

____

(Signature) (Date) (Facilities)

____

(Signature) (Date) (Facilities)

Service Area designated office manager who reviewed this package:

____

(Signature) (Date) (Service Area Designated Office)

Part IV. 6000-Series FAA Forms.

1. *Technical Performance Record (TPR*).

- The FAA will provide a copy of this form or an FAA-Approved equivalent,

2. *Technical Reference Data Record (TRDR)*

- The FAA will provide a copy of this form.

3. *Facility Maintenance log ("Log"): Form 6030-1*

- The FAA Inspector will provide these forms to the sponsor.

Part V. Remote Maintenance Monitoring (RMM).

The FAA must authorize and approve the use of manufacturer-developed RMM capability for non-Federal AWOS.

Relevant Procedures.

If a significant event occurs, as defined in section 7 of this document, causing an unexpected outage, the technician of record must contact the RMM point of contact (POC) to inquire as to whether any RMM activities occurred during the prior 30 days.

If so, the technician of record must take the following actions:

- Issue a NOTAM;
- Notify the RMM POC to retain the RMM log for the corresponding activity for 2 years; and

Create an entry in the Facility Maintenance Log referring to the RMM activity including the date of performance.

Part VI. Non-Federal Facility Data.

1. **Sponsor:** Alamogordo-White Sands Regional Airport

2. **Facility:**

a. Type: AWI Model 3000 AWOS Type III with Thunderstorm Sensor (T)

b. Identifier: ALM

c. Facility Name: Alamogordo (ALM) AWOS III T

d. Airport Name: Alamogordo -White Sands Regional Airport

e. Location (City & State): Alamogordo, New Mexico

f. Directions to Facility:

g. Facility Elevation (MSL): 4200 feet

h. Antenna Elevation (AGL): 4155 feet (tower 33 feet)

i. Latitude: VHF 32-50-25.0 N UHF((1) 32-50-04.4 N/ (2) 32-50-21.2 N

j. Longitude: VHF 1105-59-32.0 W UHF(1) 105-59-41.0 W/(2)105-59-39.6 W

k. Frequency: VHF: 127.825 MHz / UHF: 458.9125 MHz

l. FCC Licensed Power: 2.5 Watts Maximum (VHF AWOS Broadcast Transmitter/ 1.0 Watts Maximum for UHF Data Link Radios.
Modulation Class: VHF: 6K00A3E / UHF: 11K0F1D

m. FCC License: VHF Call Sign: KFK5/ UHF Call Sign: WQHW686
File Number: VHF: / UHF:
FCC Registration Number (FRN): VHF/UHF:

n. License Expiration Date: VHF: 06-23-2025/ UHF: 11-26-2027

3. Equipment:

a. Transmitter Manufacturer: All Weather Incorporated (AWI).

b. Transmitter Model: VHF : Technisonic Industries Limited, Model 1792
UHF: AWI Model 20980-A

c. Internal Monitor/ Shutdown: Yes: X No: __________

d. Receiver Manufacturer: All Weather Incorporation (AWI).

e. Receiver Model: UHF: AWI Model 20980-A

f. Transmitter Antenna Type/ Model: UHF; Yagi Mast, p/n: M489103
VHF; Omnidirectional Mast, p/n: M489103

g. Standby Power (Type): UPS for CDP p/n: 20913-F

Attachment 1. Equipment-Performance Standards & Tolerance.

Facility Type: All Weather Incorporation/Model 3000 AWOS type III with Thunderstorm Sensor (AWOS IIIT).

Applicable Manufacturer Standard:

- All Weather Maintenance Manual 3000-027 Revision E.
- Automated Weather Observing System (AWOS) for Non-Federal Application AC 150/5220-16E change 1 or later versions.

Table 9. AC 150/5220-16E Standards, Tolerance, and References:

Check	Reference or Standard	Desired Initial Tolerance	Maximum Operating Tolerance
Obstruction Lights	Visual	All Lighted	At Least one lit
Mechanical Wind Speed	WS calibrator for WS ref.& bearings	Ref. Speed+/- 1.5 knots	Ref. speed =/- 5%
Mechanical Windspeed-Tachometer/beam splitter Bases (with moving parts)	Turns Freely	Same as standard	Same as reference
Mechanical Wind Direction (with moving parts)	Align vane with reference direction benchmark	+/- 3 degrees	+/- 5 degrees
Ultrasonic Wind Speed	N/A	Less than 0.5 knots with calibrator	Less than 0.5 knots with calibrator
Ultrasonic Wind Direction	Align with reference direction bench mark	+/- 3 degrees	=/- 5 degrees
Temperature	Compare with standard	+/- 1 degrees F	+/- 2 degrees F
Dew point	Compare with standard	+/- 2 degrees F	+/- 3 degrees F
Humidity	Compare with standard	+/- 2 %	+/- 5 %
Day/Night	Manual results	Block Optics & see Visibility change	Same as initial
Visibility	Vis. Cal. Standard ref.	+/- 3 % of ref.	Same as initial
Tipping Bucket	Manual check	2 tips+2 counts, level bucket	Same as initial
Ceiling	Manual observation/PIREP	+/- 50 feet	+/- 100 feet
barometer	Compare with standard	+/- .02 in Hg	+/- .02 in Hg
System Clock (Time)	Compare with UTC, GPS or WWW	+/- 15 sec.	+/- 45 sec.
VHF Transmitter Frequency	Assigned Frequency	+/- 1 kHz	Same as initial
VHF Transmitter Output Power	2.5 Watts	+/- 0.50 Watts	Same as initial
VHF Transmitter Modulation	80%	65% -95%	Same as Initial
VHF Transmitter VSWR (at transmitter)	1.0:1	3.0:1	Same as initial
UHF Radios (throughout system) Frequency	Assigned frequency	+/- 2 kHz	Same as initial
UHF Radios	1.0 Watt	+/- 0.25 Watt	Same as Initial
Check	**Reference or Standard**	**Desire Initial Tolerance**	**Maximum Operating Tolerance**

UHF Radios (throughout system) Frequency Deviation	</= 3.0 kHz	Same as Standard	Same as Standard
UHF Radios (throughout system) VSWR (at transmitter)	1.0: 1	3.0:1	Same as initial

- **<u>All Weather Maintenance Manual 3000-027 Revision E.</u>**

Check	Reference or Standard	Desired Initial Tolerance	Maximum Operating Tolerance
DCP/Tower ADC Vref-	0 - 5	Same as Standard	Same as Standard
DCP/Tower ADC Vref+	4090 -4095	Same as Standard	Same as Standard
AWOS Wind Direction	Reasonable +/- 30 deg.	Same as Standard	Same as standard
AWOS Wind Speed	Reasonable =/- 5kts	Same as Standard	Same as Standard
BP1&BP2	Standard-Sensor	+/-0.005 in Hg	Same as Initial
Temperature	+/- 2 deg. F	Same as Standard	Same as Standard
Dew Point	+/- 3deg. F	Same as Standard	Same as Standard
DCP shows failure F1 Fuse Pulled	MARS Fan Failed	Same as Standard	Same as Standard
Visibility	Viz. cal. standard	+/- 3%	Same as Initial
Day/Night Sensor Change State	Change State	Same as Standard	Same as Standard
Ceilometer Status Check	Check LED status: (red) alternate on/off Battery status (green) is on state Dirty Window LED (yellow) is off state	Same as standard	Same as Standard
Present Weather Sensor Status (Xnnn)	405-420	Same as Standard	Same as Standard
Present Weather (Lnnn)	-30 to 50	Same as Standard	Same as Standard
Present Weather (Knnn)	0 to 150	Same as Standard	Same as Standard
Present Weather (Hnnn)	40 to 120	Same as Standard	Same as Standard
Present Weather (Tnnn)	Ambient+/- 5 deg.C	Same as Standard	Same as Standard
Data field (S000)	All zeros	Same as Standard	Same as Standard
DCP/Tower Vane Cup Wind Direction reference to benchmark	Wind direction linearity 90/180/270 deg.	+/- 3 degs.	Same as Standard
Wind Direction Linearity	DCP reading =/- 5 deg.	Same as Standard	Same as Standard
Wind Speed with Calibrator	79 -81 kts.	Same as Standard	Same as Standard
Ultrasonic Wind Speed/Direction Sensor	Zero Wind Check	0 kts	Same as Initial

Check	Reference or Standard	Desire Initial Tolerance	Maximum Operating Tolerance
Rain Gauge	Manual Check	Level/2 tips=2 counts	Same as Initial
VHF Transmitter Frequency	Assigned Frequency	+/- 1 kHz	Same as initial
VHF Transmitter Output Power	2.5 Watts	+/- 1.0 Watts	Same as initial
VHF Transmitter Modulation	80%	65% -95%	Same as Initial
VHF Transmitter VSWR (at transmitter)	1.0:1	2.0:1	3.0:1
UHF Radios (throughout system) Frequency	Assigned frequency	+/- 1.5 kHz	Same as initial
UHF Radios (throughout system) Output Power	1.0 Watt	+/- 0.50 Watt	Same as Initial
UHF Radios (throughout system) Frequency Deviation	</= 2.4 -3.8 kHz	Same as Standard	Same as Standard
UHF Radios (throughout system) VSWR (at transmitter)	1.0: 1	2.0:1	3.0:1

Attachment 2. Facility-Contact Information.

The OMM does not need to be re-signed/ re-approved if any of the below information changes. If there is more than one sponsor's representative, verified maintenance technician, etc., you may modify this addendum to suit your needs.

1. **Sponsor's Representative:**

   a. Name/Title: Jim Talbert
   b. Telephone work/home: (575) 439-4110/
   c. Address:

2. **Verified Maintenance Technician:**

   a. Name/Title: Philip K. York
   b. Telephone Work/Home☹505) 235-4850
   c. Address:
   d. Email Address:

3. **Person In Charge Of Monitoring Location:**

   a. Name/Title: Jim Talbert / Airport Manager
   b. Telephone Work/ Home: Work: (575) 439-4110/ 551-6245
   c. Email Address:

   d. Location Address:

   e. Monitor Hours: 24 hours

4. **Point of Contact for Suspending/Restoring Service, and Issuing NOTAMs.**

   Call the Network Enterprise Management Center (NEMC) System Operations Center (SOC) Ph: (855) 322-6362 or (855) FAA-NEMC.

5. **Service Area Point Of Contact For Submitting Required Forms:**

   a. Name: Richard Yamashita/ Raul Dominguez/ FAA Non-federal Facility Inspectors. Albuquerque District, Technical Support Office
   b. Address: FAA/ABQ District, 6001 Indian School Road., NE, Suite 550, Albuquerque, NM 87110.
   c. Email: Richard.yamashita@faa.gov / raul.dominguez@faa.gov

6. **FAA Telephone Numbers To Call If There's An Aircraft Accident:**

   a. FAA Mid-States Operations Control Center (MOCC): (1-866-432-2622)
   b. NEMC SOC: (1-855-322-6362)

Attachment 3. Facility-Contact Information-Addendum.

The OMM does not need to be re-signed/ re-approved if any of the below information changes. The purpose of this addendum is to allow the OMM to be updated whenever the facility's contact information changes. When it does, you must notify the point of contact for suspending/restoring service, and issuing NOTAMs. If you need additional addendums, you must duplicate a blank copy of this one. All addendums must be attached to this OMM and any copies of it. Finally, if there is more than one sponsor's representative, verified maintenance technician, etc., you may modify this addendum to suit your needs. If there is more than one sponsor's representative, verified maintenance technician, etc., you may modify this addendum to suit your needs.

1. Sponsor's Representative:

- **a. Name/Title:**______________________________
- **b. Telephone work/home:**______________________________
- **c. Address:**______________________________

2. Verified Maintenance Technician:

- **a. Name/Title:**______________________________
- **b. Telephone**______________________________
- **c. Address:** ______________________________
- **d. Email Address:**______________________________

3. Person In Charge Of Monitoring Location:

- **a. Name/Title:**______________________________
- **b. Telephone Work/ Home:**______________________________
- **c. Email Address:**______________________________
- **d. Location Address:**______________________________
- **e. Monitor Hours:** ______________________________

4. Point of Contact for Suspending/Restoring Service, and Issuing NOTAMs.

Call the Network Enterprise Management Center (NEMC) System Operations Center (SOC) (855) 322-6362 or (855) FAA-NEMC.

5. Service Area Point Of Contact For Submitting Required Forms:

- **a. Name:**______________________________
- **b. Address:** ______________________________
- **c. Email:**______________________________

6. FAA Telephone Numbers To Call If There's An Aircraft Accident:

- **a. FAA Mid-States Operations Control Center (MOCC):** (1-866-432-2622)
- **b. NEMC SOC:** (1-855-322-6362)

Attachment 4. Remote Maintenance Monitoring (RMM) Logs.

As of March 4, 2019, this attachment is a new part of OMMs for non-Federal AWOS. However, pre-existing OMMs do not need to be re-signed/re-approved. Simply attach this page to all copies of the OMM.

The purpose of this attachment is, in part, to alert the Technical Operations Aircraft Accident Representative (TOAAR) to the presence of an RMM log, if the need arises.

Does this non-Federal facility have an RMM log?

( ) Yes
( ) No

If yes:

RMM Location Name:____
RMM Location Address:____
Location Point of contact:____
Phone Number: ____

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/11/2020 **Report Date:** 8/3/2020 **Report No:** 6.

Submitted By: Britney Courtier

Subject: Approve grant funding from Thrive of Southern New Mexico for Alamo Senior Center, funding will be used for the Home-Delivered Meals program for FY21. *(Magdalena Morales, ASC Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:
Total pledge amount: $18,150.00
Fund: 071-0000-316-1555

Recommendation: Approve the grant funding.

Background: The Alamo Senior Center has applied for and received grant funding from Thrive of Southern New Mexico (formerly United Way) for some years. Thrive is again offering a grant for FY 21 for the Senior Center's Home-Delivered Meals program. The total pledge amount is $18,150.00

THRIVE
in Southern New Mexico

July 20, 2020

Alamogordo Senior Center
2201 Puerto Rico Avenue
Alamogordo, NM 88310

Dear Magdalena:

This notice will be regarded as your formal agency allocation award letter. Alamogordo Senior Center was pledged a total of $18,150.39. Since this total was higher than what you requested from the Funds Allocation Committee, no additional funding was awarded.

The Alamogordo Senior Center will receive quarterly payments based on monies received from the pledged amount of $18,150.39. Due to COVID 19, we cannot average twelve monthly payments on the pledged amount. The quarterly payments will be paid in July, October, January, and April 2021.

The July payment will be mailed Friday, July 24, 2020. This payment will be $2,764.69. You can disburse these funds between the Meals on Wheels and Transportation programs as needed.

If you have any questions, please call or email me.

THANK YOU for all that you do for our community!

Sincerely,

Linda L Elliott

Linda L. Elliott
Executive Director

P.O. Box 14 · 1601 E. 10th Street, Suite A · Alamogordo, NM 88311
Phone 575-437-8400 · Fax 575-437-8409 · Website www.LetsThriveNM.org

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/11/2020 **Report Date:** 8/4/2020 **Report No:** 7.

Submitted By:

Subject: Consider, and act upon, the Investment Report for the quarter ending June 30, 2020, in accordance with the City of Alamogordo Investment Ordinance. *(Sue Ashe, Accounting Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: N/A

Recommendation: Accept the Quarterly Investment Report for the period ending June 30, 2020.

Background:
The City of Alamogordo ended the quarter with an investment portfolio totaling $49,142,347. The portfolio was made up of:

State Investment Pool	$	5,600	or	0.01%
Short Term Investments	$	8,848,011	or	18.00%
US Treasury Notes/Agency Bonds	$	5,357,896	or	10.90%
Certificates of Deposits	$	34,930,840	or	71.09%
Total Investments:	**$**	**49,142,347**		100.00%

Total gains (losses) for the quarter ended June 30, 2020, on maturities and/or called agency notes were $0. Interest earned during the quarter on a cash basis was $167,006.

Interest Income Budget Comparison for all Funds is as follows:

Interest Earned Budget	$	894,361	
Interest Received to Date	$	881,033	98.51% of budget

Note: The investments mature at different times through out the year and 64% of the investments mature within three years. They are reinvested as they mature, so that they continue to roll over to be available for projects when needed. The difference between the above total and of the Investment Summary is accrued interest of $827.

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 19 - 20 Y-T-D EARNINGS
ST. INVESTMENT POOL - COA	ST. INVEST POOL-COA		$5,599.58	$5,599.58	0	1.907%	DAILY	N/A	91.36
First Savings Bank (CD# 81186796)	CD		$273,466.59	273,466.59	0	1.250%	02/07/23	02/07/18	-
First Savings Bank (CD# 81186944)	CD		$818,848.82	818,848.82	0	1.250%	03/22/23	03/22/18	-
First Savings Bank (CD# 81187231)	CD		$555,892.50	555,892.50	0	0.800%	02/10/24	02/10/19	-
First Savings Bank (CD# 81187926)	CD		$273,494.39	273,494.39	0	1.250%	03/15/23	03/12/18	3,374.00
First Savings Bank (CD#13312297)	CD		$272,009.41	272,009.41	0	1.000%	02/07/23	02/07/18	26,227.21
First Savings Bank (CD# 13401520)	CD		$1,075,176.31	1,075,176.31	0	1.000%	03/12/23	03/12/18	-
Bank '34 (CD#0101004984)	CD		$250,000.00	250,000.00	0	1.650%	02/08/23	02/08/18	13,424.53
Pioneer Bank (CD#30100640)	CD		$272,970.47	272,970.47	0	1.600%	02/12/23	02/12/18	5,012.33
Bank of the West (CD#029771907)	CD		$272,103.09	272,103.09	0	1.600%	03/20/23	03/20/18	4,335.91
Washington Federal (CD# 172-200282-9)	CD		$282,716.21	282,716.21	0	2.050%	03/22/23	03/22/18	4,387.44
Washington Federal (CD# 172-200283-7)	CD		$1,115,107.88	1,115,107.88	0	1.250%	04/09/23	04/09/18	-
Wells Fargo (HSBC Bk)	CD	40434AC72	$250,000.00	$252,802.50	2,803	1.600%	11/17/20	11/17/15	7,771.23
Moreton (Sallie Mae Mk Murray Utah)	CD	795450YQ2	$250,000.00	$250,327.50	328	1.350%	08/10/20	08/10/16	3,375.00
Moreton (Capital One Bk)	CD	140420B33	$250,000.00	$250,327.50	328	1.350%	08/10/20	08/10/16	3,375.00
Moreton (Comenity Cap Br Utah)	CD	20033ARW8	$250,000.00	$253,787.50	3,788	1.500%	09/07/21	09/14/16	3,760.26
Moreton (Everbank Jacksonville Fl)	CD	29976DT42	$250,000.00	$254,212.50	4,213	1.550%	09/15/21	09/16/16	3,885.61
Moreton (State Bk India New York NY)	CD	8562846E9	$250,000.00	$258,265.00	8,265	2.250%	02/09/22	02/09/17	5,625.00
Moreton (Morton Cmnty Bk Ill)	CD	619165HB2	$250,000.00	$252,827.50	2,828	1.850%	02/26/21	02/27/17	4,637.70
Moreton (Wells Fargo Bank Natl Assn)	CD	949763FX9	$250,000.00	$259,590.00	9,590	2.400%	03/29/22	03/20/17	6,526.03
Moreton (American Express Centurion Bk)	CD	02587DN38	$250,000.00	$259,405.00	9,405	2.450%	04/05/22	03/27/17	6,141.78
Moreton (BMO Harris Bk Natl Assn)	CD	05581WNY7	$250,000.00	$250,395.00	395	2.250%	10/28/22	04/28/17	5,640.42
Moreton (Capital One Natl Assn)	CD	14042RFL0	$250,000.00	$259,760.00	9,760	2.300%	05/10/22	05/10/17	5,765.75
Moreton (Barclays Bk)	CD	06740KKJ5	$250,035.98	$260,132.50	10,097	2.200%	07/19/22	07/21/17	5,530.30
Moreton (KS Statebank Manhattan KS)	CD	50116CAQ2	$249,434.46	$254,225.00	4,791	1.631%	10/29/21	08/21/17	4,036.13
Moreton (Verus Bk Comm Ft Collins Colo)	CD	92535LBU7	$249,129.85	$254,225.00	5,095	1.656%	10/29/21	08/21/17	4,076.14
Moreton (American Express Fed Svgs Bk)	CD	02587CFU9	$250,000.00	$260,927.50	10,928	2.400%	08/29/22	08/25/17	6,016.44
Moreton (Bank Baroda NY)	CD	06062QWG5	$249,944.45	$250,960.00	1,016	1.450%	10/30/20	08/31/17	3,746.02
Moreton (East Boston Svgs Bk MA)	CD	27113PCC3	$250,000.00	$260,117.50	10,118	2.050%	09/28/22	09/28/17	5,139.00
Moreton (Third Fed Svgs & Ln Assn)	CD	88413QBQ0	$250,000.00	$250,955.00	955	1.900%	09/15/20	09/29/17	4,763.01
Moreton (South Ottumwa Svgs Bk Iowa)	CD	839145AA7	$250,000.00	$260,130.00	10,130	2.050%	09/29/22	09/29/17	5,574.27
Moreton (Stearns Bk NA St Cloud MN)	CD	857894UN7	$250,000.00	$260,130.00	10,130	2.050%	09/29/22	09/29/17	5,574.27
Moreton (First KY Bk Inc Mayfield)	CD	32065TAW1	$250,000.00	$260,487.50	10,488	2.100%	10/06/22	10/06/17	5,264.39
Moreton (Marlin Business Bk Salt Lake)	CD	57116APV4	$249,707.36	$255,857.50	6,150	2.000%	10/13/21	10/13/17	4,721.08
Moreton (Beneficial BK Philadelphia PA)	CD	08173QBX3	$250,000.00	$260,925.00	10,925	2.150%	10/18/22	10/18/17	5,389.72
Moreton (Continental Bk Utah)	CD	211163GS3	$250,000.00	$255,475.00	5,475	1.850%	10/20/21	10/20/17	4,673.50
Moreton (Morgan Stanley Bk)	CD	61747MF63	$250,000.00	$264,970.00	14,970	2.650%	01/11/23	01/11/18	6,675.59
Moreton (BMW Bk North Amer Salt Lake	CD	05580ANM2	$250,000.00	$272,030.00	22,030	3.250%	07/13/23	07/13/18	8,125.00
Moreton (Morgan Stanley Bk)	CD	061760AH51	$247,136.74	$260,082.20	12,945	2.400%	06/20/23	06/28/19	5,128.11
Moreton (Synchrony Bk)	CD	87164WZD3	$246,919.67	$255,260.60	8,341	2.350%	06/14/22	08/14/19	3,942.64
Moreton (EnerBank USA Salt Lake City)	CD	29278TKP4	$250,000.00	$264,945.00	14,945	1.950%	08/15/24	08/15/19	4,073.61
Moreton (Cit Bank NA)	CD	12556LBA3	$250,000.00	$258,945.00	8,945	1.900%	08/23/22	08/23/19	2,394.52
Moreton (Citibank NA N Y)	CD	17294XVK9	$246,057.31	$244,265.00	(1,792)	2.050%	02/16/22	08/16/19	2,239.25
Moreton (Ally Bk Midvale Utah)	CD	02007GLF8	$250,000.00	$258,935.00	8,935	1.900%	08/22/22	08/22/19	2,394.52
Moreton (JPMorgan Chase Bk NA Columbu	CD	48128LCA5	$245,687.93	$246,178.45	491	2.100%	09/30/24	10/04/19	2,627.01
Moreton (Encore BK Little Rock ARK)	CD	29260MAN5	$250,000.00	$261,382.50	11,383	1.750%	10/23/23	10/23/19	2,924.68
Moreton (SpiritBank N A Tulsa Okla)	CD	848608DQ5	$250,000.00	$250,000.00	0	1.750%	06/06/23	12/06/19	2,193.51
Moreton (Medallion BK Salt Lake City)	CD	58404DFV8	$245,000.00	$250,140.10	5,140	1.650%	12/06/21	12/06/19	2,026.80
Moreton (Live Oak BKG CO NC)	CD	538036HC1	$250,000.00	$262,110.00	12,110	1.800%	12/11/23	12/11/19	2,132.86
Moreton (Signature BK of ARK)	CD	82669LJM6	$250,000.00	$261,347.50	11,348	1.700%	12/27/23	12/27/19	2,130.83
Moreton (Texas Exchange Bk)	CD	88241TGN4	$250,000.00	$250,000.00	0	1.800%	01/27/23	01/10/20	1,873.96
Moreton (Eaglebank Bethesda, MD)	CD	27002YET9	$250,000.00	$259,037.50	9,038	1.700%	01/17/23	01/17/20	1,769.87
Moreton (Marthas Vineyard Svgs Bk)	CD	573125AF8	$250,000.00	$258,765.00	8,765	1.650%	01/23/23	01/21/20	1,717.80
Moreton (Unity Bk Clinton, NJ)	CD	91330ABX4	$250,000.00	$258,765.00	8,765	1.650%	01/23/23	01/22/20	1,717.80
Moreton (First Okla Bk Tulsa)	CD	335857BQ0	$250,000.00	$250,287.50	288	1.850%	01/24/25	01/24/20	1,926.04

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 19 - 20 Y-T-D EARNINGS
Moreton (Sawyer Svgs Bk Saugerties, NY)	CD	805508BN7	$250,000.00	$250,272.50	273	1.750%	01/24/25	01/24/20	1,821.93
Moreton (First Natl BK Damariscotta, ME)	CD	32117BDW5	$245,000.00	$249,069.45	4,069	1.700%	07/30/21	01/30/20	1,403.55
Moreton (Bank Hapoalim B M NY)	CD	06251AY38	$245,000.00	$245,000.00	0	1.600%	11/27/20	02/14/20	-
Moreton (Bank WIS Dells)	CD	065847EE1	$250,000.00	$252,522.50	2,523	1.700%	02/19/25	02/19/20	1,408.91
Moreton (Security Fed BK Aiken SC)	CD	81423LCU4	$250,000.00	$250,532.50	533	1.650%	02/20/25	02/20/20	1,367.46
Moreton (Hiawatha Natl BK Hager City)	CD	428548AL5	$250,000.00	$250,230.00	230	1.700%	02/21/25	02/21/20	1,408.91
Moreton (Great Southn FSB Springfield)	CD	39120VSS4	$250,000.00	$250,562.50	563	1.700%	08/21/23	02/21/20	1,408.91
Moreton (ESSA BK & TR Stoudsburg PACI	CD	29667RSK0	$250,000.00	$255,567.50	5,568	1.650%	02/21/23	02/21/20	-
Moreton (Synovus BK Columbus GA)	CD	87164DQR4	$250,000.00	$258,315.00	8,315	1.550%	02/21/23	02/21/20	-
Moreton (First COML BK MISS)	CD	31984GFC8	$250,000.00	$255,355.00	5,355	1.500%	02/22/22	02/21/20	1,243.15
Moreton (Investors BK Short Hills NJ)	CD	46176PMV4	$250,000.00	$255,827.50	5,828	1.600%	02/28/22	02/28/20	-
Moreton (Southpoint BK Birmingham ALA)	CD	84464PBL0	$250,000.00	$250,640.00	640	1.700%	02/28/24	02/28/20	1,408.91
Moreton (Central BK Little Rock ARK)	CD	152577AR3	$250,000.00	$250,785.00	785	1.650%	03/13/25	03/13/20	1,039.72
Moreton (Goldman Sachs Bk USA N Y)	CD	38149MRC9	$250,000.00	$250,400.00	400	0.950%	03/11/24	03/11/20	-
Moreton (UBS BK USA Salt Lake City)	CD	90348JSW1	$250,000.00	$253,397.50	3,398	1.000%	03/11/22	03/11/20	630.14
Moreton (Choice Finl Group Grafton)	CD	17037TEQ6	$250,000.00	$254,767.50	4,768	1.000%	03/13/23	03/13/20	-
Moreton (Ultima MK Minn Winger)	CD	90385LCY3	$250,000.00	$255,560.00	5,560	1.050%	09/02/23	03/20/20	661.65
Moreton (Commerce BK Geneva)	CD	20056QSM6	$250,000.00	$250,667.50	668	1.250%	09/25/24	03/25/20	787.67
Moreton (Bank Of Old Monroe)	CD	064236BK7	$250,000.00	$252,105.00	2,105	1.250%	03/27/25	03/27/20	787.67
Moreton (Congressional BK Potomac)	CD	20726ABS6	$250,000.00	$250,687.50	688	1.250%	03/27/24	03/27/20	787.67
Moreton (Cornhusker Bank Lincoln)	CD	219255AJ5	$250,000.00	$255,565.00	5,565	1.100%	03/28/25	03/30/20	693.15
Moreton (Lakeside BK Chicago)	CD	51210SSG3	$250,000.00	$255,155.00	5,155	1.150%	10/14/22	04/14/20	480.48
Moreton (Pacific Westn BK)	CD	69506YRH4	$250,000.00	$258,180.00	8,180	1.300%	04/16/24	04/16/20	-
Moreton (Celtic Bk Salt Lake City Utah)	CD	15118RUW5	$250,000.00	$259,615.00	9,615	1.450%	04/17/25	04/17/20	605.83
Moreton (Flagstar BK Bloomfield)	CD	33847E2Z9	$250,000.00	$255,902.50	5,903	1.150%	04/17/23	04/17/20	-
Moreton (First UTD BK & TR Company)	CD	33742CBA4	$250,000.00	$256,972.50	6,973	1.300%	04/24/23	04/22/20	543.15
Moreton (Evergreen BK Group Oak Brook)	CD	300185JL0	$250,000.00	$257,245.00	7,245	1.200%	04/22/24	04/22/20	501.37
Moreton (Frontier BK Sioux Falls)	CD	35909FAA2	$250,000.00	$250,237.50	238	1.450%	04/24/25	04/24/20	605.83
Moreton (First Natl BK McGregor Tex)	CD	32112UDQ1	$250,000.00	$258,207.50	8,208	1.300%	04/29/24	04/28/20	543.15
Moreton (Luana Savings Bank)	CD	549104PN1	$250,000.00	$250,900.00	900	0.400%	05/09/22	05/08/20	-
Moreton (Bridgewater Bk Bloomington)	CD	108622JU6	$250,000.00	$250,292.50	293	0.900%	05/22/25	05/22/20	191.10
Moreton (Apex Bk Camden)	CD	03753XBK5	$250,000.00	$253,600.00	3,600	0.950%	05/08/25	05/08/20	201.71
Moreton (Partners BK Calif)	CD	70212YBA9	$250,000.00	$250,637.50	638	0.800%	05/15/24	05/15/20	169.86
Moreton (Old MO Bk Springfield)	CD	68002LBU1	$250,000.00	$251,042.50	1,043	0.550%	05/15/24	05/15/20	116.78
Moreton (Union ST Bk Clay Ctr)	CD	908414BW4	$250,000.00	$251,055.00	1,055	0.500%	11/09/23	05/12/20	106.16
Moreton (First Carolina Bk Rocky Mout)	CD	31944MAX3	$250,000.00	$251,705.00	1,705	0.550%	05/12/23	05/13/20	116.78
Moreton (Plainscapital Bk Lubbock)	CD	72663QF20	$250,000.00	$250,000.00	0	0.200%	05/28/21	05/28/20	-
Moreton (Malaga BK Palos Verdes)	CD	56102AAH9	$250,000.00	$249,870.00	(130)	0.650%	05/28/25	05/28/20	138.01
Moreton (Merrick BK South Jordan)	CD	59013KHV1	$250,000.00	$251,675.00	1,675	0.800%	05/29/25	05/29/20	169.86
Moreton (Financial Fed Svgs Bk)	CD	31749TBJ5	$250,000.00	$249,862.50	(138)	0.650%	05/29/25	05/29/20	138.01
Moreton (Grasshopper bank)	CD	38882LAC0	$250,000.00	$250,000.00	0	0.200%	05/28/21	05/29/20	-
Moreton (Jonesbror ST Bk)	CD	48040PGX7	$250,000.00	$250,292.50	293	0.800%	05/29/25	05/29/20	169.86
Moreton (Profinium Finl Inc.)	CD	74316VEZ4	$250,000.00	$254,080.00	4,080	0.500%	05/29/25	05/29/20	106.16
Moreton (Freedom Finl Bk West Des)	CD	35637RDD6	$250,000.00	$250,035.00	35	0.450%	05/29/24	05/29/20	95.55
Moreton (Tri-County TR CO)	CD	89556YAL0	$250,000.00	$250,925.00	925	3.500%	11/29/23	05/29/20	84.93
Moreton (Bank OZK Little Rock)	CD	06417NXT5	$250,000.00	$250,095.00	95	0.200%	07/29/21	05/29/20	42.47
Moreton (United FID Bk FSB Evansvile)	CD	910286DN0	$250,000.00	$250,180.00	180	0.250%	06/29/22	05/29/20	53.08
Moreton (Banesco USA Coral Gables)	CD	05988AAP7	$250,000.00	$250,000.00	0	0.200%	05/28/21	05/29/20	42.47
Moreton (Webbank Salt Lake City)	CD	947547MC6	$250,000.00	$250,172.50	173	0.500%	12/01/22	06/01/20	-
Moreton (Safra Natl Bank NY)	CD	78658RDH1	$250,000.00	$250,000.00	0	0.250%	06/03/21	06/04/20	-
Moreton (Freedom Bk of VA Vienna)	CD	35633MAV4	$250,000.00	$249,947.50	(53)	0.200%	06/10/22	06/10/20	-
Moreton (Southern STS Bk Anniston)	CD	843879DC8	$250,000.00	$250,475.00	475	0.500%	06/12/24	06/12/20	-
Moreton (Preferred Bk Los Angeles)	CD	740367LK1	$250,000.00	$248,710.00	(1,290)	0.550%	07/02/25	07/02/20	-
Moreton (Beal Bk USA Las Vegas, Nev)	CD	07370Y6B3	$250,000.00	$250,000.00	0	0.150%	06/02/21	06/03/20	-
Moreton (Enterprise Bk NA NB)	CD	29367QCZ9	$250,000.00	$251,857.50	1,858	0.850%	06/05/26	06/05/20	-

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 19 - 20 Y-T-D EARNINGS
Moreton (Independent Bk Memphis)	CD	45383UUQ6	$250,000.00	$249,917.50	(83)	0.250%	12/08/22	06/08/20	-
Moreton (Salisbury Bk & TR CO Lakevcd)	CD	795234AS2	$250,000.00	$250,000.00	0	0.150%	06/08/21	06/08/20	-
Moreton (First Credit Bank)	CD	320055CC8	$250,000.00	$250,217.50	218	0.350%	06/12/23	06/10/20	-
Moreton (River Bk Stoddard Wis)	CD	76804DAJ8	$250,000.00	$249,945.00	(55)	0.200%	06/10/22	06/11/20	-
Moreton (1st Finl Bk USA Dakota Dunes)	CD	32022RNR4	$250,000.00	$249,470.00	(530)	0.400%	06/19/24	06/19/20	-
Moreton (Bristol Morgan Bk Oakfield)	CD	110087AK9	$250,000.00	$248,755.00	(1,245)	0.450%	12/19/24	06/19/20	-
Moreton (Vision Bk St Louis PK)	CD	92834ABN5	$250,000.00	$253,760.00	3,760	0.600%	06/30/25	06/30/20	-
Moreton (Bankwell Bk New Canaan)	CD	06654BCH2	$250,000.00	$250,575.00	575	0.400%	07/06/23	07/06/20	-
Moreton (Tandem Bk Tucker)	CD	87537YAB0	$250,000.00	$250,655.00	655	0.550%	06/23/25	06/22/20	
Moreton (Exchange Bk Gibbon Neb)	CD	301074DV9	$250,000.00	$249,827.50	(173)	0.550%	12/24/24	06/24/20	
Moreton (Midfirst Bk Okla City)	CD	59740JWN5	$250,000.00	$249,860.00	(140)	0.150%	12/27/21	06/24/20	
Moreton (Independence Bk Owensboro)	CD	45340KFP9	$250,000.00	$250,415.00	415	0.550%	09/24/24	06/24/20	
Moreton (Bank of China New York City)	CD	06428FRT6	$250,000.00	$250,000.00	0	0.200%	06/25/21	06/25/20	
Moreton (Bank of India New York BRH)	CD	06279KN44	$250,000.00	$250,138.98	139	0.200%	06/23/21	06/25/20	
Moreton (Suthrn Bancorp Bk Arkadelphia)	CD	84223QAN7	$250,000.00	$249,687.50	(313)	0.500%	10/25/24	06/26/20	
Moreton (Franklin Savings Bk)	CD	354632AF8	$250,000.00	$249,432.50	(568)	0.400%	06/28/24	06/29/20	
Moreton (Bank Princeton New Jersey)	CD	064520BC2	$250,000.00	$249,927.50	(73)	0.450%	06/28/24	06/30/20	
Moreton (Murphy-Wall St Bk & Tr Co.)	CD	626757AD0	$250,000.00	$249,810.00	(190)	0.300%	06/28/23	06/30/20	
Moreton (New York CMNTY Bk Westbury)	CD	649447TV1	$250,000.00	$250,205.00	205	0.250%	01/04/22	07/01/20	
Moreton (American Natl Bk Baxter Minn)	CD	02769QDJ5	$250,000.00	$249,935.00	(65)	0.200%	07/11/22	07/10/20	
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G3U94	1,500,371.82	$1,516,320.00	15,948	1.400%	05/25/21	08/25/16	106.16
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G35U5	1,500,841.67	$1,528,815.00	27,973	1.419%	12/28/21	09/28/16	53.08
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Ba	3133ELBF0	1,003,082.88	$1,006,000.00	2,917	1.890%	11/27/24	11/27/19	20,238.01
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Ba	3133ELHC1	751,500.00	$751,275.00	(225)	1.670%	01/13/23	01/13/20	10,993.81
Moreton (Freddie Mac)	FreddieMac	3134GUT91	602,100.00	$604,014.00	1,914	1.890%	01/15/25	01/15/20	11,942.07
Wells Fargo BS securities transferred to Moreton Capital Markets May 20, 2016									
Moreton Capital Markets Money Market and Cash			$8,640,358.21	$8,640,358.21	0	varies	N/A	N/A	-
Wells Fargo ST Money Market 6810881786			-	$0.00	0	varies	N/A	N/A	-
Wells Fargo - PHA account			207,653.14	$207,653.14	0	varies	N/A	N/A	51.65
TOTAL			**49,136,747**	**49,624,803**	**482,456.16**				**311,353.73**
US Treasury Notes/Agency Bonds - WF / RBC			$5,357,896.37	10.90%					
State Investment Pool			$5,599.58	0.01%					
Certificate of Deposits			$34,930,839.42	71.08%					
Money Market Accounts			8,848,011.35	18.00%					
			$49,142,346.72	100.00%					

Investment Abbreviations

CD = Certificate of Deposit
FHLMC = Federal Home Loan Mortgage Corporation (Freddie Mac)
FNMA = Federal National Mortgage Association (Fannie Mae)
FHLB = Federal Home Loan Banks

CITY OF ALAMOGORDO

COLLATERALIZATION SUMMARY REPORT

MONTH CLOSING: **June 30, 2020**

	Financial Institution	Amount of City Funds	FDIC Amount	Amount Uninsured	Required Collateral per NMSA 1978 6-10-17	Amount to be Collateralized	Collateral Pledged by Financial Institutions	Over/(Under) Pledged	At Risk
1)	State Treasurer's Pool - COA	$ 5,599.6	n/a			-			-
	Wells Fargo	$ 828,968.3							
	Wells Fargo - PHA	$ 207,653.1	207,653.14	$ -					
		$ 1,036,621.5	250,000	$ 786,621	50.00%	393,311	2,768,305.34	2,374,995	(1,981,684)
2)	Moreton Capital Markets								
a.	Cash and Money Market	$ 8,640,358.2	8,640,358						
	Certificates of Deposit	$ 29,469,053.8	29,469,054	$ -					
b.	Securities	$ 5,357,896.4	n/a						
		$ 43,467,308.3							
	First National - Alamogordo	$ 13,215,562.5	250,000	$ 12,965,562	50.00%	6,482,781	7,123,177.44	640,396	5,842,385
	First National - Alamogordo - PHA	$ 1,651,181.9	-	$ 1,651,182	50.00%	825,591	1,790,581.84	964,991	(139,400)
	First Savings Bank	$ 3,268,888.0	250,000	$ 3,018,888	50.00%	1,509,444	1,627,028.51	117,585	1,391,860
	Bank '34	$ 250,000.0	250,000	$ -	50.00%	-	-	-	-
	First American Bank	$ -		$ -	50.00%	-	-	-	-
	Pioneer Bank	$ 272,970.5	250,000	$ 22,970	50.00%	11,485	40,971.18	29,486	(18,001)
	Bank of the West	$ 272,103.1	250,000	$ 22,103	50.00%	11,052	63,990.00	52,938	(41,887)
	Washington Federal	$ 1,397,824.1	250,000	$ 1,147,824	50.00%	573,912	1,231,747.00	657,835	(83,923)
3)	New Mexico Finance Authority	$ 1,718,201.9	n/a						
	TOTAL	**$ 66,556,261.3**		**$ 19,615,151**		**9,807,576**	**14,645,801.31**	**$ 4,838,226**	**$ 4,969,350**

1) These funds are invested in 7-day and 14 day Tresury bills and fully-collaterized bank deposits; per NM STO correspondence Feb. 27, 2009. Per State Treasurer's Investment Policy authorized investments are U.S. Govt. Obligations, Investment Grade commercial paper, AA rated or better Corporate bonds, asset-backed obligations, and etc. (pages 4-8). - Per LGIP statements - New MexiGROW LGIP deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New MexiGROW LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.

2) Moreton Capital Markets - transferred on May 2016 from WFBS, which included RBC
a. Securities and cash are protected up to $500,000 (including a $250,000 limit for cash only
b. Federal Home Loan Notes, Freddie Mac, Fannie Mae, etc. are backed by the full faith and credit of the U.S. government.

3) NMFA is a governmental agency which must itself comply with state investment policies

CITY OF ALAMOGORDO
ANALYSIS OF INVESTMENT AND YIELDS
TWELVE MONTHS ENDED

MONTH	(1) TOTAL INVESTMENTS	(2) RETURN ON INVESTMENTS	(3) YIELDS ON INVESTMENTS	TOTAL RETURN ON INVESTMENTS
July 2019	47,223,401	65,822	1.673%	65,822
August 2019	47,306,944	83,542	2.119%	83,542
September 2019	48,865,441	59,533	1.462%	59,533
October 2019	48,926,533	61,093	1.498%	61,093
November 2019	48,999,714	73,181	1.792%	73,181
December 2019	47,769,797	109,171	2.742%	109,171
January 2020	48,806,056	36,260	0.892%	36,260
February 2020	48,896,174	90,112	2.212%	90,112
March 2020	48,977,203	82,054	2.010%	82,054
April 2020	49,023,475	46,272	1.133%	46,272
May 2020	49,093,428	69,953	1.710%	69,953
June 2020	49,143,174	50,782	1.240%	50,782
ANNUAL AVERAGE	**48,585,945**	**68,981**	**1.7069%**	**$68,981**
12 MONTH TOTALS		**827,773**	**1.7037%**	**827,773**
			This Quarter	**167,006**

(1) AVERAGE TOTAL INVESTMENTS (BOOK VALUE)
(2) ALL RETURNS AND YIELDS ARE CALCULATED ON A CASH BASIS
(3) AVERAGE YIELD ON INVESTMENTS

CITY OF ALAMOGORDO
INVESTMENT SUMMARY
BY FUND
June 30, 2020

FUND NO.	FUND DESCRIPTION	PER FUND INVESTMENT
11	GENERAL OPERATING	5,254,535.18
16	LODGER'S TAX-PROMOTIONS	170,018.58
20	LODGER'S TAX-CITY SHARE	38,362.07
21	D.A.R.E. DONATIONS	16,053.45
28	POLICE CONTINGENCY	53,425.37
31	CEMETERY-PERPETUAL CARE	791,751.76
33	FIRE PROTECTION FUND	166,834.91
37	ST HIGHWAY CLEANUP	113,568.46
38	TRAFFIC SAFETY	47,800.15
49	86 GRT	4,264,915.49
61	91 GRT INFRASTRUCTURE	532,120.74
69	94 GROSS RECEIPTS TAX	2,529,928.31
74	SENIOR GIFT FUND	88,639.41
81	WATER/SEWER OPERATIONS	8,649,375.09
82	1998 JT. WATER/SEWER BOND P&I	39,456.42
86	SOLID WASTE	427,534.77
88	BONITO LAKE	340,370.03
89	ESGRT .0625%	2,660,004.63
94	LANDFILL OPERATIONS	4,053,889.28
96	FLEET COLLISION	447,056.08
104	UTILITY DEPOSITS	658,181.76
105	ECONOMIC DEVELOPMENT GRT	3,360,793.78
107	LIABILITY/DEDUCTABLE INSURANCE	662,151.30
109	2004 CAPITAL OUTLAY GRT	12,861,493.50
114	SIDEWALK REVOLVING LOANS	141,415.65
119	11 GRT REF/IMP REV BOND	304,548.36
121	2015 GO BONDS-FUN CENTER	88,938.01
122	2015 GO BONDS - STREETS	172,358.00
901	HOUSING LOW RENT OPER	96,548.15
903	HOUSING HOMEOWNERSHIP OPR	111,104.99
904	HOUSING CAPITAL FUND PRJ	
	TOTAL:	**49,143,173.68**

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/11/2020 **Report Date:** 8/6/2020 **Report No:** 8.

Submitted By:

Subject: Consider, and act upon, request for a County resident to have approval to tap into the water main on North Florida. *(Larry Garner, Public Works Director)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Recommendation from staff is to approve. There is a main that is on Florida and the Pattillo's have been informed of the specific covering for the service line that must be used and that they will be bill at double the rate because they are in the County.

Background: Robert J. and MeLynn L. Pattillo live at 11 La Mesa and are requesting permission to obtain City Water at there residence.

Robert J. and MeLynn L. Pattillo
P O Box 1749
Alamogordo NM 88311-1749
Voice - 575/430-0558 • Fax – 575/437-2622
MeLynn@MPM.email

July 31, 2020

Larry Garner, Public Works Director
City of Alamogordo
2600 N Florida Avenue

Reference: Letter of Intent for Request of City Water at 11 La Mesa, Alamogordo

Dear Mr. Garner;

Please allow this letter to serve as my request to petition the City Commission's approval to grant application for City Water service at my residence, 11 La Mesa, Alamogordo.

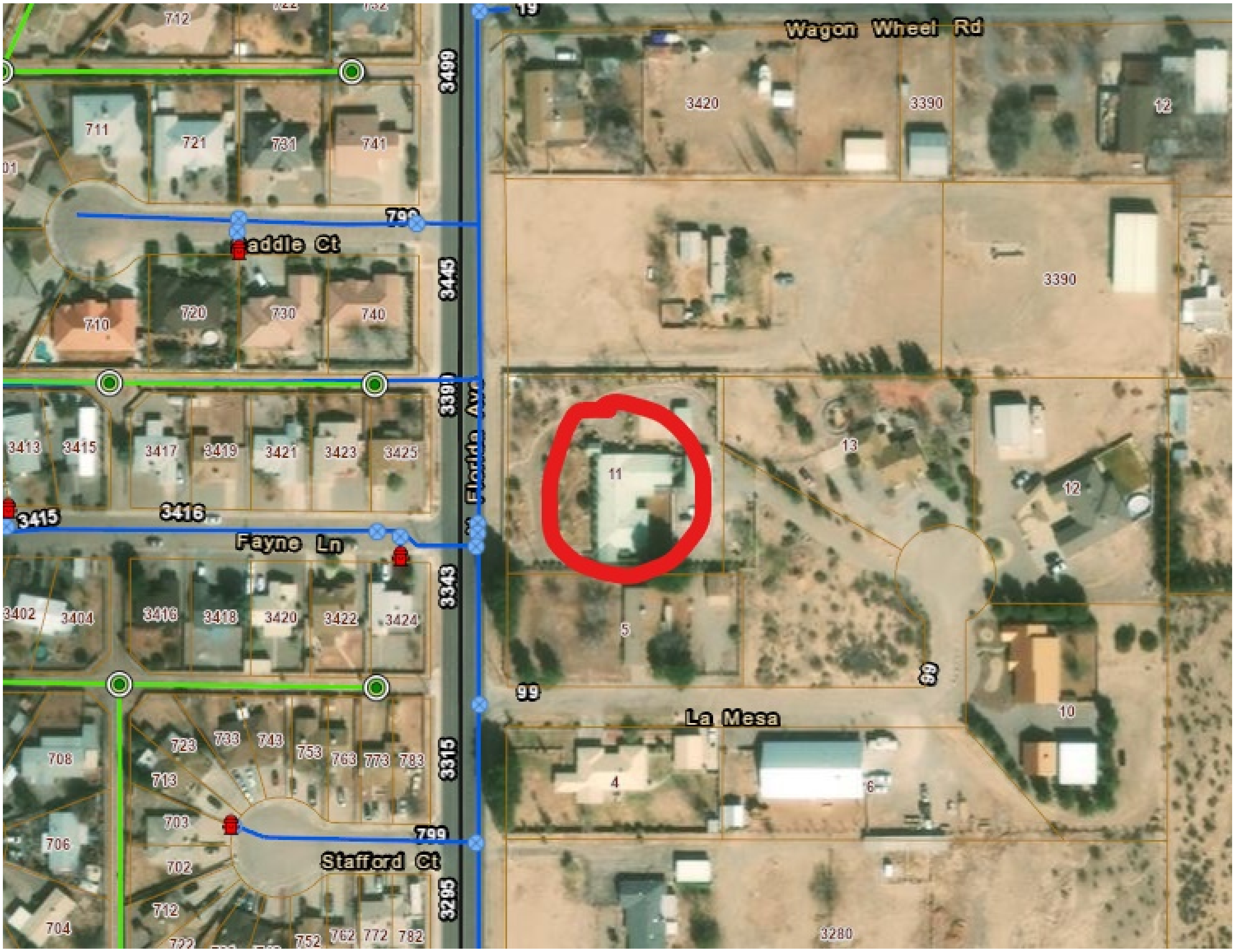
I understand that I am outside the city limits and that the city is under no obligation to provide water to my residence. I also understand that as a county resident, I will be charged twice the going rate for the water and that this service will be for water only, no sewer or trash service included.

There is already a water main to the West of my property on the easement that would be readily accessible for my service. Two of the neighbors in my cul-de-sac are already city water users. I further understand that I will bear the costs of all labor and materials needed to tie into the City's water system.

I appreciate your time spent in processing my request and bringing it before the City Commissioners for their consideration. Please let me know if you need any additional information.

Respectfully requested,

MeLynn L. Pattillo



Wagon Wheel Rd
addle Ct
Fayne Ln
La Mesa
Stafford Ct
3499
3445
3343
3315
3295
799
3415
3416
99
3420
3390
12
711
721
731
741
710
720
730
740
3413
3415
3417
3419
3421
3423
3425
11
13
5
3402
3404
3416
3418
3420
3422
3424
708
723
733
743
753
763
773
783
713
703
706
702
712
704
762
772
782
752
4
6
10
3280

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/11/2020 **Report Date:** 8/6/2020 **Report No:** 9.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, Resolution 2020-34 Amending Resolution 2020-01 determining Reasonable Notice of Meetings of the Governing Body of the City of Alamogordo. *(Petria Bengoechea, City Attorney)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve the Resolution.

Background: Updating the Reasonable Notice of Meetings of the Governing Body of the City of Alamogordo in accordance with the New Mexico Open Meetings Act.

RESOLUTION NO. 2020-34

AMENDING RESOLUTION 2020-01
DETERMINING REASONABLE NOTICE
OF MEETINGS OF THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO

WHEREAS, the State of New Mexico has determined that the formation of public policy and the conduct of business by vote shall be conducted in meetings which are open to the public, as set forth in Section 10-15-1 NMSA 1978 (As Amended); and,

WHEREAS, reasonable notice of the time and place of any meeting of a public body is necessary to carry out the policy set forth above; and,

WHEREAS, in those limited instances in which meetings of this Alamogordo City Commission may be closed to the public, the law and the public business also require reasonable notice to the public of the time and place of such meeting; and,

WHEREAS, Section 10-15-1 NMSA 1978 (As Amended) requires each public body to determine at least annually what notice shall be reasonable when applied to the public body.

NOW, THEREFORE, BE IT RESOLVED by the Alamogordo City Commission of the City of Alamogordo, New Mexico, that reasonable time for giving notice of meetings is:

REGULAR MEETINGS: Notice shall be given at least ten (10) days in advance of any regular meeting.

SPECIAL MEETINGS: Notice shall be given at least three (3) days in advance of any special meeting.

EMERGENCY MEETINGS: Notice shall be given at least twenty-four (24) hours in advance of any meeting considering emergency matters involving a clear and present danger to the health, welfare, or safety of the citizens of the City of Alamogordo.

NOW, THEREFORE, BE IT FURTHER RESOLVED that reasonable manner for giving notice of meetings shall be:

REGULAR MEETINGS: City Commission meetings shall start at 6:30 p.m. during Daylight savings time, March 8, 2020 through October 31, 2020 and shall start at 6:00 p.m. January 1, 2020 through March 7, 2020 and November 1, 2020 through December 31, 2020. Notices of the date, time, and place of such meeting shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least ten (10) days prior to the meeting, or by publication [as that term is defined in Section 3-1- 2(J) NMSA 1978 (As Amended)] of notice of date, time, and place of meeting at least ten (10) days prior to the meeting. An agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information about how an agenda may be obtained, shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least seventy-two (72) hours prior to the meeting. Proof of notice shall be accomplished by executing and filing in the official minutes of the Commission, a certificate by the Municipal Clerk attesting to posting in compliance herewith or by the publisher of the publishing newspaper attesting to publication in compliance herewith. Notice shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that submit a written request for such notice.

SPECIAL AND EMERGENCY MEETINGS: Notices of the date, time, and place of the meeting shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least three (3) days prior to the meeting for a Special Meeting, and at least twenty-four (24) hours prior to the meeting for an Emergency Meeting. Proof of notice shall be accomplished by executing and filing in the official minutes of the

Commission, a certificate by the Municipal Clerk attesting to posting in compliance herewith. Notice shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that submit a written request for such notice.

It is expressly allowed by rule of the Alamogordo City Commission that a member or members may participate in a meeting of the Commission by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend in person. Each member participating by conference telephone must be identifiable when speaking, all Commission members must be able to hear each other and members of the public attending the meeting must be able to hear any Commissioner who speaks.

PASSED, APPROVED AND ADOPTED this ______ day of _______________, 2020.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _________________________________
Richard A. Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Bengoechea, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/11/2020 **Report Date:** 8/6/2020 **Report No:** 10.

Submitted By:

Subject: Recess into Closed Session in compliance with 10-15-1(h)(7), NMSA 1978 (as amended) to discuss threatened or pending litigation: exploring possible Public Health Order litigation. **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background:

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/11/2020 **Report Date:** 8/6/2020 **Report No:** 11.

Submitted By:

Subject: Motion to reconvene into open session. And take action, if any, as a result of Closed Executive Session.

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background:

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/11/2020 **Report Date:** 8/4/2020 **Report No:** 12.

Submitted By: Petria Bengoechea

Subject: Consider, and act upon, Resolution 2020-33, a Resolution declaring support for Alamogordo businesses and asking Alamogordo's State Representatives for assistance in having Alamogordo's voice heard in Santa, Fe. *(Richard Boss, Mayor and Susan Payne, Commissioner*) **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: Resolution 2020-33 declares support for Alamogordo's business community and calls on Alamogordo's state representatives for help in getting its voice heard in Santa Fe with Governor Michelle Lujan Grisham.

RESOLUTION NO. 2020-33
DECLARING SUPPORT FOR ALAMOGORDO BUSINESSES AND ASKING ALAMOGORDO'S STATE REPRESENTATIVES FOR ASSISTANCE IN HAVING ALAMOGORDO'S VOICE HEARD IN SANTA FE

WHEREAS, the City Commission recognizes the spread of COVID-19 globally has occurred rapidly and poses a significant risk and danger to the citizens of Alamogordo and New Mexico as a whole and as such declared a State of Emergency in Alamogordo on March 23, 2020; and,

WHEREAS, the City of Alamogordo is located in New Mexico, where Governor Michelle Lujan Grisham declared a Public Health Emergency on March 11, 2020 and since then both the Governor and the Secretary of Health have significantly restricted movement and business within the State; and,

WHEREAS, the City's business community is of vital importance to both the community and to the City of Alamogordo and has been devastated by the restrictions imposed by the public health orders, and as result of those orders, many businesses will be forced to close and potentially never open and the City's economy will be similarly shattered; and,

WHEREAS, the City Commission of the City of Alamogordo sent a letter to Governor Michelle Lujan Grisham on April 23, 2020 expressing its desire for local control and local business support, but received no response; and,

WHEREAS, the City of Alamogordo, the Alamogordo Chamber of Commerce, and Alamogordo Public Schools have come together to form a working group to explore what these entities can do to help local businesses now; and

WHEREAS, the City Commission of the City of Alamogordo understands that it cannot overturn the Governor's orders, and is requesting assistance from its elected representatives in being heard in Santa Fe;

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of Alamogordo, New Mexico that:

The City of Alamogordo hereby requests support from its elected representatives of Ron Griggs, Bill Burt, and Rachel Black in order to help local businesses survive the Covid-19 pandemic, and to work with Governor Michelle Lujan Grisham in their role as the representatives for this area to carve a path for reopening businesses in the City of Alamogordo.

DONE this ___ day of _________, 2020.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: ___________________________________
Richard A. Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Bengoechea, City Attorney