



# Agenda

DATE 3/28/13 TIME 9:26 am

REVIEWED BY Anita Medina

PREPARED BY [Signature]

**AIRPORT ADVISORY BOARD  
MEETING  
SANTA FE MUNICIPAL AIRPORT  
TERMINAL BUILDING  
121 AVIATION DRIVE  
THURSDAY, APRIL 4, 2013  
4:00 PM**

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF MARCH 7, 2013 MINUTES
5. DISCUSSION OF AIRPORT TOWER CLOSURE AND RELATED OPTIONS
6. REQUEST FOR APPROVAL OF STATE GRANT APPLICATION FOR AIRFIELD MARKINGS
7. AIRPORT REVIEW AND ASSOCIATED REPORTS:
  - AIRPORT ACTIVITY REVIEW
  - ATC TRAFFIC OPERATIONS/COUNTS REPORT
  - AIRPORT NOISE COMPLAINTS REPORT
  - AIRLINE ENPLANEMENT/DEPLANEMENT REPORT
  - MONTHLY AIRPORT REVENUE REPORT
8. ITEMS FROM THE FLOOR
9. ITEMS FROM THE BOARD
10. ITEMS TO BE DISCUSSED AT THE MAY 2, 2013 AIRPORT ADVISORY BOARD MEETING
11. ADJOURN

**\*REMINDER: ALL PRESENTATION ITEMS BE LIMITED TO 5 MINUTES**

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520, five (5) working days prior to meeting date.

**Index Summary of Minutes  
Airport Advisory Board  
April 4, 2013**

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Approval of Agenda – Add review of Santa Fe County Land Code	<i>Ms. Hunke moved to approve the agenda as amended, second by Mr. Sauter</i>	1
Approval of: March 7, 2013 Minutes	<i>Mr. Talarczyk moved to approve the minutes of March 7, 2013 as presented, second by Ms. Hunke, motion carried by unanimous voice vote.</i>	2
Discussion of Airport Tower Closure and Related Questions	Open Discussion  <i>Motion: Ms. Hunke moved to request that the Chair prepare a letter and carry to the Mayor and the City Council with the following recommendations; 1) recommend that the legal department pursue whatever legal avenues are available to keep the tower open, 2) to explore funding mechanisms to keep the tower open, and 3) if the tower cannot be open, keeping the airport safe through the active Airport Advisory Service option, second by Mr. Talarczyk, motion carried by unanimous voice vote.</i>	2-5
Announcement of new Airport Manager	Informational – Resume shared with the Board Members.	5

Request for Approval of State Grant Application for Air Field Markings	<b><i>Mr. Sauter moved to approve the state grant application with the endorsement from the Airport Engineer, second by Ms. Hunke, motion carried by unanimous voice vote.</i></b>	5-6
Airport Review and Associated Reports	Monthly reports as a general rule, provided by the Airport Manager, all informational.	6-7
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Adjournment/Signature Sheet	<b><i>Ms. Hunke moved to adjourn at 5:50 pm, second by Mr. Sauter, motion carried by unanimous voice vote.</i></b>	8-9
Exhibits	Attached	

## **MINUTES**

### **AIRPORT ADVISORY BOARD**

**April 4, 2013**

#### **1. CALL TO ORDER**

A regular meeting of the City of Santa Fe Airport Advisory Board was called to order by Richard Allison, Acting Chair at 4:00 p.m. on this date at the Santa Fe Municipal Airport Terminal Building, 121 Aviation Drive, Santa Fe, New Mexico.

#### **2. ROLL CALL**

Roll call indicated the presence of a quorum for conducting official business as follows:

##### **MEMBERS PRESENT:**

Richard Allison, Vice Chair  
Elizabeth Hunke  
Bill Sauter  
Bob Talarczyk

##### **MEMBERS ABSENT:**

Carolyn Cook, Chair, Excused  
Mark Miller, Excused

##### **OTHERS PRESENT:**

Mr. Montman, Airport Director  
Ken Martinez, Director, Santa Fe Regional Emergency Center - 911/City & County  
Eric Litzenberg, Assistant Fire Chief, Santa Fe Fire Department  
Bill Aneshensel, Aviation Association  
Jon Bulthuis, Transportation Department Director  
Kent Freier, Airport Engineer, Molzen and Corbin  
Bob Wood, Air Traffic Manager (Tower Control)  
Rob, Secretary of Aviation Association  
(Name) Aviation Medical Examiner

Fran Lucero, Stenographer

#### **3. APPROVAL OF AGENDA**

Add review of Santa Fe County Land Code discussion.

*Ms. Hunke moved to approve the agenda as amended, second by Mr. Sauter, motion carried by unanimous voice vote.*

#### **4. APPROVAL OF MARCH 7, 2013 MINUTES**

*Mr. Talarczyk moved to approve the minutes of March 7, 2013 as presented, second by Ms. Hunke, motion carried by unanimous voice vote.*

#### **5. DISCUSSION OF AIRPOR TOWER CLOSUE AND RELATED QUESTIONS**

**(Note: Detailed due to the importance of this topic)**

Mr. Montman provided two documents for the Board's information and review. The first document is the FAA Airport Transition Guidance given to airport's who will have their towers closed so that they can have a smooth transition. What this essentially does is put everything that the FAA is doing on the Airport Manager's shoulders to comply with. For example, we will need to re-write the Emergency Response Plan. (*Exhibit -A-1*) There is a tremendous amount of work in a very short period of time to be done to keep the airport operating safely which is one of the reasons Mr. Martinez and the Chief are in attendance at today's meeting to discuss how to respond to emergencies.

In the recent days Mr. Montman participated in a conference call with the FAA Chief Operating Officer together with about 250 others on line where the information given regarding tower closure were statistics on how many airports would be affected. They talked about some of the options that are out there and they eventually opened discussion up to questions. One observation that Mr. Montman made was that the e-mail address and the phone number that they gave for FAA Q&A contact which said you would get an immediate response to; six or seven airports said they had made attempts all week to get through and no response had been received regarding the concerns. Those who asked questions were very professional yet there were very few questions you could ask that you would get a direct response back from the FAA. Mr. Montman stated that he did not ask any questions during the conference call; Bob and Mr. Montman collaborated on some questions that would be very important to this airport beyond the guidance from the document distributed, to send by e-mail. The two questions were; 1) If we had to close and if the FCT program started up again, would we have the option as a non-federal contract tower to get back on board on the contract tower program. The answer is included in Exhibit A-2. 2) The second option was regarding the recently installed ATCBI-6 Radar with a STARS Lite System with the city funding \$2 million and \$2 million from the FAA and what were their plans and disposition. Response was that these were long term policy questions that they had not yet formulated answers for. They stated that they would probably have a response to the radar question more quickly than they would have an answer to the first question. This response is from the second in command at the FAA and he is committing to doing something. They also said if we had any operational transition questions to contact them.

Mr. Montman said his concern is that no one from the FAA has reached out to contact him about any of the airport needs. It was noted that there was a safety inspection on March 19-21<sup>st</sup> (Exhibit C) and the inspectors were instructed not to discuss any concerns with the Airport.

Mr. Montman said that one comment that had come back from the FAA was that they had reviewed with Department of Defense and the Department of Homeland Security that none of the towers facing closures had anything to do with national security. They said that there are 19,000 non towered airports in the country and pilots land there safely sequencing themselves all the time including those towers like ourselves that close at night and pilots sequence themselves and land safely.

All five of our Congressional Delegation and the Governor signed a letter to the FAA in opposition to this action. Presently the status is all legal transactions. AAAE has filed an action. There are two kinds of actions going on; one is a stay which essentially is asking them to take a longer look at what they are doing; the other is a judicial review which asks the courts to rule on their end. They are focusing primarily on environmental concerns. Mr. Montman has talked to the Mayor and took a petition to the City Attorney for review. Mr. Montman has also contacted the state about grants and the state indicated they would consider giving a grant to the Airport. The DOT Cabinet Secretary and the Governor got involved and it was stopped. Sequestration is an affecting issue right now.

The options out there are 2 1/2; 1) do nothing and follow their guidelines, 2) non-federal contract tower with a number of different options. First you would have to contract with somebody to provide the service. The 1/2 option is to take these individual city employees to set this operation up. They would continue the operation on a monthly basis with the same number of hours with everything else that they do now at an estimated \$6,000 a month. FAA says if we do this they would give us 30-days beyond the extension date to get our act together, do contracts and by the way "you will pay for everyday that you operate." The FAA also said that the airport could use their equipment but on a reimbursement basis and the airport would have to pay the maintenance fee as well.

There is going to be a bi-partisan bill introduced next week in the US Senate sponsored by the same person who introduced the continued resolution. The importance is getting constituent support and contacting our Congressional Delegation who is in favor of our position. When Senator Udall came to visit the Airport he was amazed and supportive of retaining the tower. There is also strong support from Senator Heinrich. One of the biggest problems was that the FAA Administrator and the COO couldn't decide whether it was midnight the 6<sup>th</sup> or midnight the 7<sup>th</sup> when they would be closing.

The above is a brief summary of the phone call and the direction is to follow the Transition Guidance document and we were told it would be modified as there were a lot of things wrong with it. So at this time it is uncertain when we will see the revised

guideline or what changes they will make.

Mr. Wood reported that in his research if they formed an LLC and ran the tower as opposed to having a company run it, they could run it cheaper than the company can as city employees. Should the federal contract tower program be reinstituted than they could not join the Federal Contract Tower program as a single source operator; that is not permitted, you have to have a Vendor. In our case RVA that has this part of the country and the eastern part of the country has 95 towers right now.

Mr. Montman said that it is clear that they are depending on the support from the Santa Fe Fire Department for ERM. "Mr. Martinez is a key link to secure the airport and is here today to hear the nuts and bolts which we don't have at this time." Thank you to both gentlemen for coming to today's meeting.

Discussion was held regarding the option of Unicom. The process was described as to how this works.

It was announced that there would be a seminar on May 11<sup>th</sup> at 10:00 AM for all pilots, anybody interested with hopes to disseminate as much information as is available regarding the status of the tower and future safety concerns and operations.

Mr. Montman reiterated that one of the questions from the insurance for the airport is; are you a towered or non-towered airport.

The Board recognized that Mr. Montman has always demonstrated his support and is always receptive to assuring a stellar operation and safety of the airport. Mr. Bulthuis echoed that Mr. Montman and several board members assisted in putting the letter together to the FAA. It was also noted that the Aviation Medical Examiner made a great contribution of facts for this same letter. Mr. Bulthuis said that he feels there are some political possibilities that could come forth. As Mr. Montman has said, the more agencies and groups that can communicate that message to Washington are so important. Thank you. Mr. Bulthuis said that never in his career had he seen every US Congressional Senator and Representative sign together for one cause; it shows their commitment and support.

Vice Chair Allison said that as a Pilot he is very concerned and even though he can check in with Albuquerque when flying in to Santa Fe it still does not give him the information that he needs. The Vice Chair asked the board and staff if they could not have the Tower if they could put in the Unicom.

Mr. Wood said that it is policy not to distribute voice recordings. He happens to have one from yesterday that would be interesting to hear if so inclined. It was made with the idea of getting an audience with the Governor to try to push the issue of a Grant. It is 30 minutes of the 134 operation period, but it is constant and said that most there might be a 20 second gap in conversation. Should anyone want to have something to present to our Government officials, Mr. Wood offered to go with them.

***Motion: Ms. Hunke moved to request that the Chair prepare a letter and carry to the Mayor and the City Council with the following recommendations; 1) recommend that the legal department pursue whatever legal avenues are available to keep the tower open, 2) to explore funding mechanisms to keep the tower open, and 3) if the tower cannot be open, keeping the airport safe through the active Airport Advisory Service option, second by Mr. Talarczyk, motion carried by unanimous voice vote.***

Mr. Montman said the city process will be from the Mayor/City Council to bring the letter and concern back to him as the Airport Manager. Mr. Montman said that he needs help; he will need for the Board to actively support the Airport Manager in getting a response from the Mayor and City Council. Mr. Bulthuis said that the more detail that can be provided in this letter the better. In the first couple of items, asking for legal support through whatever process our Attorney's feel is the appropriate way, asking the city to set aside funds. I think that is fine to do, and as the Vice Chair has said, the Mayor and City Council will look at the three quarter of a million dollars and say, "we can't do that." But if there is something in between that is specific and has a dollar amount and a scope of work attached to it; they might say they can't do ¾ of a million but we can do \$150,000 or whatever the cost might be. The Board said that they could put together a rough estimate for Unicom for 12 hours a day.

The Acting Chair requested that the Airport Manager continue to request a copy of the risk assessment that was done. Mr. Montman said that the Senate has been asking for it and have never received it.

#### **Announcement of new Airport Manager**

Resume for Ms. Frances M. Jesson was shared with the Board. Ms. Jesson will formally start as Airport Manager on April 15th. Mr. Montman will shadow her and provide support during this transition.

#### **6. REQUEST FOR APPROVAL OF STATE GRANT APPLICATION FOR AIR FIELD MARKINGS.**

Mr. Montman said that this request is "paint". A memorandum dated March 15, 2013 to the Public Works Committee from Mr. Montman via Mr. Bulthuis was provided to the board as reference. (*Exhibit B*) – Request for approval of submission of a State Grant Application for Airfield Pavement Marking in the amount of \$150,000 in State funds with a City match of \$16,670. This request has been through the Finance Committee and will go to City Council next week for consideration.

Question: Has the FAA considered using any other material that would last longer than paint? Mr. Freier said that there is thermal plastic but the paint works better for the markings on the pavement. He would need to check in the SPA to see if thermal plastic is in the SPA.



***Motion: Mr. Sauter moved to approve the state grant application with the endorsement from the Airport Engineer, second by Ms. Hunke, motion carried by unanimous voice vote.***

## **7. AIRPORT REVIEW AND ASSOCIATED REPORTS**

### **a. AIRPORT ACTIVITY REVIEW**

- General Review  
The Airport Manager is always accessible for any questions related to the Airport operation.
- Airlines Update  
Airlines are on track for the United flight for the 1<sup>st</sup> of May – for Great Lakes changing their service from Clovis to Denver to Denver, Santa Fe, Phoenix – Phoenix, Santa Fe, Denver. This trip is once a day. In the master plan we said we could handle 7 regional jets a day. It was noted that the airport will have two regional jets overnight starting in June. More information will follow if they decide to do a grand opening.
- TSA Update – Lease Progress  
No changes.
- Grants Update  
Discussed above. Other grants, Mr. Montman has signed the reimbursement agreements today. They are working very hard to get the pre-applications done for the grants to build runway 220. There is no indication that the FAA will not fund that, they are moving ahead with due haste.
- Wildlife Hazard Assessment Progress Report – being finalized  
A copy is available and on file in the Airport Office. A final has been transmitted to the FAA and printed copies should be available in the next few days. When FAA approves direction will follow on what to do with the wildlife hazard management plan. It is unsure if the FAA will dictate to us on how to do our plan or if we tell the FAA that we think our plan is good to go based on this assessment.
- Tower Lease Agreement status  
Lease agreements are in legal and follow up will continue.
- Part 139 ACM and (Emergency Response Plan) ERP review  
This is extremely important as reiterated. We will need to rewrite the ERP for everything that is done at the Airport to continue certification for commercial airline service. Not to mention that all of our TA people are covered appropriately.
- Fire Department Trailer  
No change.
- North Building Update
- No change.
- 02-20 MIRL ad Taxiway F extension status  
As discussed earlier, state grant was extended.

- 10-28 MIRL construction progress report  
Wiring and controls need continued work, continue to work with the project manager to get this corrected. There is a 100 pair cable that goes to the box.

The Acting Chair asked Ken, “do we have an electrical engineer that has an overall master plan of how everything should be and we work towards that goal?” Mr. Freier said yes, the problem is we are dealing with 20 year old technology, the radio control; the relay panel was done 20 years ago so every time they do a project they put in a new regulator but it is still working off the same communication wiring and the same boxes in the vault. With the 2/20 project the hopes is to replace this communication cable with fiber optics. The Vice Chair said he could not emphasize how important it is that when he flies in at 9:30 pm in his Cherokee and the lights aren’t off and he clicks, something needs to happen. If all of them come on that’s good, or if 2/20 come on, but if none of them come on then we pay a lot of money that is not functional.

- 10/28 Reconstruction between TWC and RW 2/20 Required (As noted above)
- Airport Certification Inspection March 19-21. Results – No formal write-ups. (Exhibit C)  
Report attached. The two corrective items mentioned in this report were Training and Paved Surface. Overall report was good.
- New entry signs and other upgrades – updates.
- Mr. Montman provided a legislative update.
- Last day May 3. Replacement – Airport manning update.
- AAB member search
- Power line update  
Surveyed and submitted an air face requirement for guidance to the FAA. The one on center line is the lowest one; it is the two to the north of it, not on the center line.

#### Supporting Exhibits:

- ATC traffic operations counts (Exhibit B)
- Airport noise complaints
- Airline enplanement/deplanement
- Monthly airport revenue

#### b. ATC TRAFFIC OPERATIONS/COUNTS REPORT

#### c. AIRPORT NOISE COMPLIANCE REPORT

Noise complaints: 1

Helicopters flying low with no lights. It was reported that it was one aircraft with lights and one without lights. The person never called back after the

complaint.

The Acting Chair requested that the board review the report as distributed and provide the Airport Manager with any input they might have. Comments will be shared with Ms. Hunke before agreeing to any changes. It was noted that in 8.11.6.1 it needs to say The City *of* Santa Fe not *The City Santa Fe*.

- d. AIRLINE EXPLANEMENT/DEPLANEMENT REPORT (Reports included in packet for the Boards information)
- e. MONTHLY AIRPORT REVENUE REPORT  
Huge month in January and February, not so much in March. Once annual lease payments are posted based on the CIP a report will be provided.

## **8. ITEMS FROM THE FLOOR**

Aviation Medical Examiner and Physician in Santa Fe, NM – In listening to the consensus to send a recommendation to the Mayor and Council; as point of record for safety reasons, it is important to have tower control. The Vice Chair also noted that Bob played an important role in compiling the letter to the FAA. Mr. Montman stated that the comments and assistance from Bob helped to obtain the congressional delegation support. The board expressed their thank you for his help.

## **9. ITEMS FROM THE BOARD**

- Invitation for Saturday, fly out for anyone who would like to go [3-4 seats open].
- On April 10-11-12, the Collins Foundation will have their aircraft here at the Santa Fe Airport. Flyers are available to be posted.
- Should the tower close, a seminar is being organized for May 11, 2013. Mark is the point person for seminar information.

## **10. ITEMS TO BE DISCUSSED AT THE MAY 2, 2013 AIRPORT ADVISORY BOARD MEETING**

## **11. ADJOURNMENT**

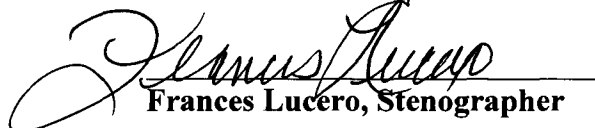
There being no further business to come before the Board, Ms. Hunke made a motion to adjourn the meeting, second by Mr. Sauter, the meeting was adjourned at 5:50 p.m.

**Airport Advisory Board Meeting: April 4, 2013**

**Signature Sheet:**

A handwritten signature in cursive script, appearing to read "Richard Allison".

**Richard Allison, Acting Chair**

A handwritten signature in cursive script, appearing to read "Frances Lucero".

**Frances Lucero, Stenographer**

**MONTMAN, JAMES H.**

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**From:** David.Grizzle@faa.gov  
**Sent:** Wednesday, March 27, 2013 11:13 AM  
**Subject:** FAA Contract Tower Update  
**Attachments:** Contract Tower Closure Guidance\_FINAL\_3-26-2013.docx; List of 149 FCTs with Date Funding Ceases.pdf

Attached you will find two documents that will be helpful as the FAA implements the closure of tower services at 149 airports that currently participate in the Federal Contract Tower Program.

First, we set forth the schedule on which tower services will cease to be funded by the FAA, providing three separate dates on which different towers will cease to be supported by the FAA. Those dates are April 7, April 21 and May 5, 2013.

Second, we are attaching a document that provides transition information, including details about how a tower may elect to enter the FAA's Non-Federal tower program and to assume the cost of continuing to provide tower services at the airport.

If you have particular questions about this information, you may direct your inquiries to me or to the following email address: [FCTTransition@faa.gov](mailto:FCTTransition@faa.gov).

J. David Grizzle  
Chief Operating Officer  
Air Traffic Organization

# **Contract Tower Closure Information**

## **Introduction**

The foremost mission of the Federal Aviation Administration (FAA) is transporting the many thousands of passengers safely throughout the United States and around the world. Airports operate safely throughout the United States with and without towers. On April 7, 2013, the FAA will begin to cease funding for 149 contract control towers in three phases that did not meet the national interest screening criteria.. Funding will cease for 24 contract towers on April 7<sup>th</sup>, 46 contract towers on April 21<sup>st</sup>, and the remaining 79 contract towers on May 5<sup>th</sup>. While we regret the need to cease FAA funding of these towers, we have worked to ensure that the airport environment remains safe as we make the transition.

If your airport is one of those affected, we know you have questions. The FAA prepared this guide to help answer some questions you may have on tower closures, and to provide you with an understanding of how to obtain additional information. We have divided this guide into sections.

1. Facilities and Equipment – What happens to the towers and equipment in them, plus procedures for an airport to create a non-Federal air traffic facility if desired.
2. Personnel – What happens to the contract air traffic controllers and FAA employees currently in the facilities
3. Operations – What the impact is on air traffic, air carrier, and airport operations.

Not all the questions you may have will be answered here. So the FAA will provide a 24-hour help line at 202-267-4376, or questions may be emailed to [FCTTransition@faa.gov](mailto:FCTTransition@faa.gov). General information and Frequently Ask Questions (FAQs) will be posted on the FAA website at [www.faa.gov](http://www.faa.gov). Inquiries from these sources will be routed to the appropriate FAA Line of Business (LOB) for resolution. Our goal is to provide an initial response within two business days

## **Section 1 – Facilities and Equipment**

When the FAA ceases funding for control tower operations, the airport operator has a choice. The airport operator may choose to operate as a non-towered airport. The airport operator may also choose to continue providing tower services as a non-Federal control tower. The decision made by the airport operator will most likely affect what happens with the existing tower structure and the equipment inside.

The FAA is prepared to discuss the continued use of buildings and equipment with airports for those who desire to continue providing tower services. The FAA will also discuss the availability of reimbursable agreements where the airport can reimburse the FAA to provide other services (e.g., maintenance, logistics support, etc.).

Although the provision of air traffic services under the Federal Contract program will cease beginning on April 7, 2013, the FAA will not begin removing equipment and terminating local service agreements immediately. In most cases it will take up to 90 days after the contract tower funding ceases for the FAA to begin disconnecting and removing equipment at the affected towers. FAA owned and maintained equipment that remains with the tower after becoming a non-federal tower will continue to be owned and maintained by the FAA subject to future discussions and possible agreement with the Airport.

## **Section 2 – Personnel**

The control towers have a variety of personnel working inside today. Contract controllers, FAA employees, and others all work together to provide air traffic services to the flying public.

As the FAA terminates its contracts for air traffic advisory services, the affected companies will determine the status of their employees. If the FAA has its own employees housed at these locations, then the necessary agreements will be made with airports to continue housing them or they will be relocated.

## **Section 3 – Operations**

What happens after a tower closure? Thousands of airports operate safely throughout the United States with and without control towers today. This section explains what an airport operator needs to do differently, as well as any potential effects on air carrier operations. Questions regarding the potential use of airport grant funding should be handled through existing FAA processes.

Any towered airport has a variety of items to consider when their tower closes.

- Frequencies – Closure of the tower does not inhibit the availability of a common traffic frequency which is used by pilots to operate at non-towered airports. The FAA will work with airports to ensure a common traffic frequency is available, along with any other communications capabilities that may be necessary (e.g., ASOS, ATIS, ETC.)
- Pilot-Activated Lights – In many instances, airports already have pilot-controlled lighting available since the vast majority of contract control towers close overnight. In the event the capability is not present, then alternative procedures may be used (e.g., leave lights on). Airports can work with their Airport District Offices to explore federal funding possibilities, through the Airport Improvement Program (AIP), for pilot controlled lighting capabilities.
- Weather Observation – Airports have many different types of weather reporting capabilities available to them. Airports may choose to acquire Contract Weather Observers or use Automated weather reporting systems (ASOS, AWOS, etc.) if they are available. The availability of weather information is a critical requirement for air carrier operations to arrive/depart at the airport. The FAA will work with airports, through reimbursable agreements, to ensure the desired level of weather reporting capabilities is available.

- a. If a federally owned automated weather observation system (ASOS, AWSS or AWOS-C) is located on the airport and the ATCT would like to augment the automated weather reports, a non-Federal Weather Observing Agreement must be executed in accordance with JO 7900.5C, Appendix B.
- Diversions – Non-towered airports may be a diversion location for aircraft unable to land at their primary destination. Air carriers and private operators alike must abide by requirements to operate at these locations. Many air carriers operate at non-towered airports today and use non-towered airports as diversion airports.
- Modifications to Standards – Some airports may have approved Modifications to Standards that use an operating control tower as mitigation. Airports with these conditions are being identified by the FAA on a case-by-case basis for the potential effects on the Modification to Standard
- Notifying Tenants – Airports should notify airport tenants of the tower closure and assess what, if any, effect closing the tower has on the tenants' operations.
- Airports must ensure that airfield controls currently located in the tower continue to be accessible or are relocated to ensure continued operations. Coordination should occur with the FAA and the current tower personnel to ensure any changes are made by the announced closure date, or later if agreed to by all parties.
- Airports must identify to the FAA who will control the airport diagram.
- As these contract towers cease operations, they will transfer the appropriate monitoring and control responsibilities to the AOCC Maintenance Control Center.

In addition, airports certificated under "Title 49 Code of Federal Regulations Part 139 – Certification of Airports" have several requirements they must continue to meet when a tower closes.

- Overall – Any activity at an airport that relies on a tower to execute in the airport's Airport Certification Manual must be reviewed to see what, if anything needs to be changed. The airport operator must submit for approval any changes to the Airport Certification Manual to the local FAA Regional Airports Office for approval. Examples may include:
  - Airport Emergency Plans and how the tower notifies Aircraft Rescue and Fire Fighting (ARFF) personnel.
  - How the airport operator will control access to the movement area.
  - How the airport will issue NOTAM's.
- Driver Training for the Movement Area – Any airport with a tower that decreases operating hours to less than 24 hours a day must include in its driver training plan procedures to move on the airport while the tower is closed. Part 139 airports with towers operating less than 24 hours a day already have these procedures in their training plans and Airport Certification Manuals. These procedures become the main area of driver training when the tower closes completely. Modified training plans and revised Airport Certification Manuals must be submitted to your local FAA Regional Airports Office for approval before the new procedures are implemented.
- Airport Emergency Plan – Most Airport Emergency Plans at airports with operating control towers include procedures that the tower is responsible for in emergencies. For example, a tower may notify the airport operator and the Aircraft Rescue and Fire Fighting (ARFF) personnel



when an emergency occurs. Any procedural changes must be reflected in the Airport Emergency Plan and submitted to your local FAA Regional or Airports District Office for approval.

- Segmented Circles – An airport must include a segmented circle, a landing strip indicator, and traffic pattern indicator around a wind cone if:
  - There is no tower operating during air carrier operations; AND
  - Any runway on the airport has a right-turn traffic pattern.

If both of those conditions are true, then the airport must install these items around a wind cone for each runway with a right-turn traffic pattern.

- FAA/ATO Terminal District managers will work with airports as needed to ensure any operating agreements are in place as required to continue airport operations. These managers will also work with airports to provide Certified Tower Operator certification in the event the airport wishes to provide non-federal tower services
  - Airports must ensure the appropriate NOTAMs are issued in advance of the actual closure date, Notices to Airmen must be issued if the Air Traffic Control Tower is to be closed or there will be any change in the current operating hours or airspace changes<sup>1</sup>. Airports should contact the appropriate Flight Service Station to issue the necessary NOTAMs.
    - The FAA recommends that the Air Traffic Manager or Airport Manager issue a “Letter to Airmen” to inform airport users of any airspace or ATCT operating hour changes.
    - The Airport Manager should contact the appropriate FAA Airports District Office to advise them of the ATCT operating changes.
    - The Airport Manager should contact the local FAA Flight Standards District Office to notify them of any ATCT operating changes.
- The Airport Manager should contact the FAA Service Center Operations Support Group (OSG) Manager to ensure any necessary changes to Instrument Approach procedures are revised and/or updated. Contact information is provided in the FAQ’s available on the FAA website.
- Air Traffic Publications and Aeronautical Charts must be updated to reflect the changes. The FAA Service Area Point of Contact and Operations Support Group (OSG) should also provide assistance.
- Airports should contact their Airports District Office, or their Airport Certification Inspector to ensure the Airport Master Record, (FAA Form 5010) is current.

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<sup>1</sup> Reference JO 7930.2, Chapter 5 (Section 5) & Chapter 6

FAA Contract Towers Where Funding Ceases  
(149 Sites with Dates Funding Ceases)

3-22-2013

FAA ID	Tower Name	City	State	Funding Ceased Date
DHN	Dothan Tower	Dothan	AL	May 5, 2013
TCL	Tuscaloosa Tower	Tuscaloosa	AL	May 5, 2013
FYV	Fayetteville Tower	Fayetteville	AR	April 7, 2013
TXK	Texarkana Tower	Texarkana	AR	May 5, 2013
GEU	Glendale Tower	Glendale	AZ	April 21, 2013
GYR	Goodyear Tower	Goodyear	AZ	April 21, 2013
IFP	Laughlin Tower	Bullhead City	AZ	May 5, 2013
RYN	Ryan Field Tower	Tuscon	AZ	April 7, 2013
FUL	Fullerton Tower	Fullerton	CA	April 7, 2013
MER	Castle Tower	Atwater	CA	April 21, 2013
OXR	Oxnard Tower	Oxnard	CA	May 5, 2013
RAL	Riverside Tower	Riverside	CA	April 7, 2013
RNM	Ramona Tower	Ramona	CA	April 7, 2013
SAC	Sacramento Executive Tower	Sacramento	CA	May 5, 2013
SDM	Brown Field Tower	San Diego	CA	May 5, 2013
SNS	Salinas Tower	Salinas	CA	April 21, 2013
VCV	Victorville Tower	Victorville	CA	May 5, 2013
WHP	Whiteman Tower	Pacoima	CA	April 7, 2013
WJF	Fox Tower	Lancaster	CA	April 21, 2013
BDR	Bridgeport Tower	Stratford	CT	May 5, 2013
DXR	Danbury Tower	Danbury	CT	May 5, 2013
GON	Groton Tower	Groton	CT	April 21, 2013
HFD	Hartford Tower	Hartford	CT	May 5, 2013
HVN	New Haven Tower	East Haven	CT	May 5, 2013
OXC	Oxford Tower	Oxford	CT	May 5, 2013
APF	Naples Tower	Naples	FL	May 5, 2013
BCT	Boca Raton Tower	Boca Raton	FL	May 5, 2013
EVN	New Smyrna Beach Tower	New Smyrna Beach	FL	April 7, 2013
FMY	Page Tower	Ft Myers	FL	April 21, 2013
HWO	North Perry Tower	Pembroke Pines	FL	April 7, 2013
LAL	Lakeland Tower	Lakeland	FL	April 21, 2013
LEE	Leesburg Tower	Leesburg	FL	April 7, 2013
OCF	Ocala Airport	Ocala	FL	April 21, 2013
OMN	Ormond Beach Tower	Ormond Beach	FL	April 7, 2013
PGD	Punta Gorda Airport	Punta Gorda	FL	April 21, 2013
SGJ	St Augustine Tower	St Augustine	FL	May 5, 2013
SPG	Whitted Tower	St Petersburg	FL	April 21, 2013
SUA	Witham Tower	Stuart	FL	May 5, 2013
TIX	Space Coast Tower	Titusville	FL	April 7, 2013
ABY	Albany Tower	Albany	GA	May 5, 2013
AHN	Athens Tower	Athens	GA	April 21, 2013
LZU	Gwinnett Tower	Lawrenceville	GA	May 5, 2013
MCN	Macon Tower	Macon	GA	April 21, 2013
RYY	Mc Collum Tower	Kennesaw	GA	May 5, 2013
DBQ	Dubuque Tower	Dubuque	IA	April 21, 2013

FAA Contract Towers Where Funding Ceases  
(149 Sites with Dates Funding Ceases)

3-22-2013

LOCAID	Tower Name	City	State	Funding Cease Date
IDA	Idaho Falls Tower	Idaho Falls	ID	May 5, 2013
LWS	Lewiston Tower	Lewiston	ID	May 5, 2013
PIH	Pocatello Tower	Pocatello	ID	May 5, 2013
SUN	Hailey Tower	Hailey	ID	May 5, 2013
ALN	Regional Tower	East Alton	IL	April 21, 2013
BMI	Bloomington Tower	Bloomington	IL	May 5, 2013
DEC	Decatur Tower	Decatur	IL	May 5, 2013
MDH	Carbondale Tower	Murphysboro	IL	April 21, 2013
UGN	Waukegan Tower	Waukegan	IL	May 5, 2013
BAK	Columbus Tower	Columbus	IN	April 21, 2013
GYG	Gary Tower	Gary	IN	April 21, 2013
HUT	Hutchinson Tower	Hutchinson	KS	May 5, 2013
IXD	New Century Tower	New Century	KS	April 21, 2013
MHK	Manhattan Tower	Manhattan	KS	May 5, 2013
OJC	Olathe Tower	Olathe	KS	April 7, 2013
TOP	Topeka Tower	Topeka	KS	April 21, 2013
OWB	Owensboro Tower	Owensboro	KY	May 5, 2013
PAH	Barkley Tower	West Paducah	KY	May 5, 2013
DTN	Shreveport Downtown Tower	Shreveport	LA	April 7, 2013
BVY	Beverly Tower	Beverly	MA	April 21, 2013
EWB	New Bedford Tower	New Bedford	MA	May 5, 2013
LWM	Lawrence Tower	North Andover	MA	April 7, 2013
ORH	Worcester Tower	Worcester	MA	April 21, 2013
OWD	Norwood Tower	Norwood	MA	May 5, 2013
ESN	Easton Tower	Easton	MD	April 21, 2013
FDK	Frederick Tower	Frederick	MD	April 21, 2013
HGR	Hagerstown Tower	Hagerstown	MD	May 5, 2013
MTN	Martin State Tower	Middle River	MD	April 21, 2013
SBY	Salisbury Tower	Salisbury	MD	May 5, 2013
BTL	Battle Creek Tower	Battle Creek	MI	April 7, 2013
DET	Detroit City Tower	Detroit	MI	May 5, 2013
SAW	Sawyer Tower	Gwinn	MI	May 5, 2013
ANE	Anoka Tower	Blaine	MN	May 5, 2013
STC	St Cloud Tower	St Cloud	MN	April 21, 2013
BBG	Branson Tower	Branson	MO	May 5, 2013
COU	Columbia Tower	Ashland	MO	May 5, 2013
GLH	Greenville Tower	Greenville	MS	April 21, 2013
HKS	Hawkins Tower	Jackson	MS	May 5, 2013
HSA	Stennis Tower	Bay St. Louis	MS	April 7, 2013
OLV	Olive Branch Tower	Olive Branch	MS	May 5, 2013
TUP	Tupelo Tower	Tupelo	MS	May 5, 2013
GPI	Glacier Park Tower	Kalispell	MT	May 5, 2013
EWN	New Bern Tower	New Bern	NC	May 5, 2013
HKY	Hickory Tower	Hickory	NC	April 21, 2013
INT	Winston-Salem Tower	Winston-Salem	NC	May 5, 2013

FAA Contract Towers Where Funding Ceases  
(149 Sites with Dates Funding Ceases)

3-22-2013

ICAO ID	Tower Name	City	State	Funding Ceased Date
ISO	Kinston Tower	Kinston	NC	April 7, 2013
JQF	Concord Tower	Concord	NC	May 5, 2013
ASH	Nashua Tower	Nashua	NH	April 7, 2013
TTN	Trenton Tower	Ewing	NJ	May 5, 2013
AEG	Double Eagle Tower	Albuquerque	NM	April 21, 2013
SAF	Santa Fe Tower	Santa Fe	NM	May 5, 2013
ITH	Ithaca Tower	Ithaca	NY	May 5, 2013
RME	Rome Tower	Rome	NY	April 21, 2013
CGF	County Tower	Highland Heights	OH	May 5, 2013
OSU	Ohio State Tower	Columbus	OH	May 5, 2013
TZR	Bolton Tower	Columbus	OH	April 7, 2013
LAW	Lawton Tower	Lawton	OK	May 5, 2013
OUN	Westheimer Tower	Norman	OK	April 21, 2013
PWA	Wiley Post Tower	Bethany	OK	May 5, 2013
SWO	Stillwater Tower	Stillwater	OK	April 21, 2013
OTH	Southwest Oregon Regional	North Bend	OR	May 5, 2013
PDT	Pendelton Tower	Pendelton	OR	May 5, 2013
SLE	McNary Tower	Salem	OR	April 21, 2013
TTD	Troutdale Tower	Troutdale	OR	April 21, 2013
CXY	Capital City Tower	New Cumberland	PA	April 21, 2013
LBE	Latrobe Tower	Latrobe	PA	May 5, 2013
LNS	Lancaster Tower	Lititz	PA	May 5, 2013
CRE	Grand Strand Tower	N. Myrtle Beach	SC	May 5, 2013
GYH	Donaldson Tower	Greenville	SC	May 5, 2013
HXD	Hilton Head Tower	Hilton Head Island	SC	May 5, 2013
MKL	Jackson Tower	Jackson	TN	May 5, 2013
NQA	Millington Tower	Millington	TN	April 21, 2013
BAZ	New Braunfels Tower	New Braunfels	TX	April 21, 2013
BRO	Brownsville Tower	Brownsville	TX	May 5, 2013
CLL	College Station Tower	College Station	TX	May 5, 2013
CNW	TSTC Waco Tower	Waco	TX	April 21, 2013
CXO	Lone Star Tower	Conroe	TX	April 7, 2013
GTU	Georgetown Tower	Georgetown	TX	April 7, 2013
HYI	San Marcos Tower	San Marcos	TX	April 21, 2013
RBD	Executive Tower	Dallas	TX	April 7, 2013
SGR	Sugar Land Tower	Sugar Land	TX	May 5, 2013
SSF	Stinson Tower	San Antonio	TX	April 7, 2013
TKI	McKinney Tower	McKinney	TX	April 21, 2013
TYR	Tyler Tower	Tyler	TX	May 5, 2013
VCT	Victoria Tower	Victoria	TX	April 21, 2013
OGD	Ogden Tower	Ogden	UT	May 5, 2013
PVU	Provo Tower	Provo	UT	May 5, 2013
LYH	Lynchburg Tower	Lynchburg	VA	May 5, 2013
OLM	Olympia Tower	Olympia	WA	April 21, 2013
RNT	Renton Tower	Renton	WA	April 21, 2013

FAA Contract Towers Where Funding Ceases  
(149 Sites with Dates Funding Ceases)

3-22-2013

FAA ID	Tower Name	City	State	Funding Cease Date
SFF	Felts Field Tower	Spokane	WA	May 5, 2013
TIW	Tacoma Narrows Tower	Gig Harbor	WA	April 7, 2013
YKM	Yakima Tower	Yakima	WA	May 5, 2013
CWA	Central Wisconsin Tower	Mosinee	WI	May 5, 2013
EAU	Eau Claire Tower	Eau Claire	WI	May 5, 2013
ENW	Kenosha Tower	Kenosha	WI	May 5, 2013
JVL	Janesville Tower	Janesville	WI	May 5, 2013
LSE	Lacrosse Tower	Lacrosse	WI	May 5, 2013
MWC	Timmerman Tower	Milwaukee	WI	April 21, 2013
OSH	Oshkosh Tower	Oshkosh	WI	April 21, 2013
UES	Waukesha Tower	Waukesha	WI	May 5, 2013
HLG	Wheeling Tower	Wheeling	WV	April 21, 2013
LWB	Greenbrier Tower	Lewisburg	WV	May 5, 2013
PKB	Parkersburg Tower	Williamstown	WV	May 5, 2013

## **MONTMAN, JAMES H.**

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**From:** David.Grizzle@faa.gov  
**Sent:** Wednesday, April 03, 2013 1:53 PM  
**To:** MONTMAN, JAMES H.  
**Cc:** Dan\_Alpert@heinrich.senate.gov; Jane.Lucero@state.nm.us; BULTHUIS, JON R.; saftower@aol.com; Spencer.Dickerson@aaa.org; Steve.Summers@state.nm.us; pat.mcnall@faa.gov  
**Subject:** Re: Santa Fe Municipal Airport Questions not able to be asked during conference call

Mr. Montman, these are both long-term policy questions for which we have not yet formulated answers. I believe we will have an answer to your second question more quickly than we will have an answer to your first question, and I will undertake to communicate with you about the second matter when we have formulated an answer.

If you have operational transition questions that I have missed, please come back to me.

J. David Grizzle  
Chief Operating Officer  
Federal Aviation Administration  
800 Independence Avenue, SW  
Washington, DC 20591  
[david.grizzle@faa.gov](mailto:david.grizzle@faa.gov)  
+1 (202) 267-9633  
+1 (202) 436-5891

From: "MONTMAN, JAMES H." <jhmontman@ci.santa-fe.nm.us>  
To: David Grizzle/AWA/FAA@FAA  
Cc: <Spencer.Dickerson@aaa.org>, <saftower@aol.com>, <Dan\_Alpert@heinrich.senate.gov>, "BULTHUIS, JON R." <jrbulthuis@ci.santa-fe.nm.us>, <Steve.Summers@state.nm.us>, <Jane.Lucero@state.nm.us>  
Date: 04/03/2013 03:45 PM  
Subject: Santa Fe Municipal Airport Questions not able to be asked during conference call

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Mr. Grizzle,

I have two questions regarding the announced May 5, 2013 closure of the Santa Fe Municipal Airport (SAF).

- 1) We have two options regarding closure: do nothing and let this ill-conceived and safety-jeopardizing plan run its course; or attempt to set up a NFCT tower utilizing any of a number of options for continued manning of the tower. Regardless of which way we go, if the FCT program were ever reinstated in the future, would a previous FCT tower like ours be eligible to become an FCT again? The expense of operating an NFCT tower here would increase my budget by well over 50% and put me into the red by that same amount, so going NFCT and never being able to be relieved of that additional cost in the future makes this option non-viable for me, and I suspect many other airports.
- 2) We have a recently-installed ATCBI-6 Radar with a STARS Lite system here. The City of Santa Fe participated in this project by funding \$2M of the \$4M cost. This Radar was deemed important enough to the safety of flight in the local area that it was constructed and is now operating, providing a "picture" to our controllers that clearly enhances safe and efficient operations here. It is also in the process of being formally tied to ABQ Center. Now that you are taking our tower operators away, what will be the disposition of this important jointly-funded Radar and the associated STARS Lite?

FRANCES M. JESSON, C.M.  
5207 Chukar Dr., Roanoke, VA 24018

540.797.5884  
franceyj@hotmail.com

## EDUCATION

B.S. Aviation Management, Florida Institute of Technology, Dec. 1990. AAAE Certified Member. ICS and NIMS through ICS-400. Airport Security Coordinator Training, June 2006.

## PROFESSIONAL

**October 2011 - Present:** Director Operations & Maintenance Department  
*Roanoke Regional Airport Commission, Roanoke, VA*

- Direct the operations of three divisions - Airport Operations, Facilities Maintenance and Terminal Custodial.
- Came on board to a department of hard working, talented staff who needed direction, cohesiveness, vision and support. Established a Leadership Group, consisting of all supervisors and managers across the divisions. Have worked with the Group to break down silos, promote employee satisfaction, develop existing skills and new skills, and find our "mission".
- Created leadership development plans for all managers and assistant manager.
- Incident Commander for Triennial Design Team (Sept. 2012). Established positive and beneficial relationships that did not exist prior with community emergency response partners, particularly city emergency manager, city fire department battalion commander, local hospitals, state medical examiner, and city and county police departments. Triennial was best attended in many years with close to 300 participants from 30 agencies that included 2 counties, 3 cities, state, federal and regional resources.
- Established and continue to implement NIMS compliance program.
- Prepare and maintain fiscal compliance with O&M budget of \$3.9M.

**August 2006 - October 2011:** Assistant Aviation Director/Operations  
*Aspen/Pitkin County Airport, Aspen, CO*

- Directed activities of Ops and Maintenance departments responsible for Part 139 compliance, facility maintenance, snow removal, ARFF, emergency planning, security incident response, custodial and customer service.
- Came on board to find a department saddled with high turn-over, low morale, high worker's comp, high rate of accidents, low staff expertise, and insufficient training. Conducted an exhaustive staff-to-task analysis and determined a restructure, including new job descriptions for staff of 15 was necessary. Developed 7 new positions and eliminated 5 job descriptions that were not working. Pitched my ideas and supporting data to airport director, county manager, county leadership team and board of county commissioners. After the restructure, all original problem areas were eliminated and the department became very successful.
- First task I was given when I came on board was to bring together a successful triennial exercise that was due in 6 weeks. No planning beyond the date had taken place. Had to immediately begin developing relationships with stakeholders, many of whom I had never even met until our first planning meeting. Highest goal was a successful exercise but without any frills because there just wasn't time. Exercise was successful and relationships that had to be quickly developed have continued to be valuable.
- Planned and directed a second triennial 3 years later. Highly successful, well attended, and included a recovery phase after the response phase. Several hundred players, actors, observers and moderators.
- Directed creation of 5-year training & career development plans for each employee to ensure growth, morale and highly skilled staff.
- Alternate Airport Security Coordinator.

- Developed comprehensive winter expenses tracking report to monitor snow removal costs as they are being incurred and as a future budgeting tool. Data is presented to board of county commissioners every spring.
- Ensured excellent, discrepancy free annual certification inspections nearly every year. Those inspections with discrepancies were minor.
- Prepared and maintained fiscal compliance with O&M budget of \$3.5M. Brought several large expense items that had been historically exceeded under control by carefully monitoring spending.
- Procured and negotiated contracts for goods and services, for example: \$100K annual custodial contract, \$80K multi-year roof repair, \$850K ARFF truck, \$485K heavy plow truck, \$190K runway friction tester, \$550K runway broom, \$50K annual environmental consultant, \$150K wildlife hazard assessment, \$200K multi-year airfield painting, \$250K multi-year pavement deice materials.

**November 2005 - August 2006:** Deputy Director, Operations & Airfield Maintenance  
*McAllen Miller International Airport, McAllen, TX*

- Expanded role of Ops Specialists who, prior to my leadership, rarely left the office and were essentially receptionists instead of Ops staff. "Ops" function was limited to runway inspections conducted by fire department. Taught Ops Specialists field inspections and response to issues like FOD, emergencies and wildlife. Increased overall Ops presence on the field and in the terminal where none had existed prior.
- Airport Security Coordinator. Instituted security compliance surveys and inspections with tenants.
- Developed all standard operating procedures and policy for operations and field maintenance.
- Worked closely with city engineering, maintenance, emergency management and fire departments on taxiway and ramp pavement rehabilitation, regular maintenance and emergency response.

**January 2001 – August 2005:** Manager, Airport Operations, Certification & Compliance  
Airport Manager, Henderson Field Airport, Sand Island, Midway Atoll  
National Wildlife Refuge  
Airport Manager, El Monte Airport, El Monte, CA  
*American Airports Corporation, Santa Monica, CA*

- Developed and administered company wide training and career development programs for entry to mid-level staff at commercial and GA fields. This was an exhaustive training and testing system.
- Developed and administered Operational Directive system to establish operational, management and administrative policy.
- Developed and administered auditing for airport managers and airports to ensure operational, budgetary and corporate compliance.
- Published monthly newsletter for 5 airports.
- Managed FAR Part 139 certificated airport operated by US Fish & Wildlife Service as an emergency alternate for ETOPS trans-Pacific aircraft.
- Worked in a remote, isolated location with small staff, limited resources and minimal corporate intervention.
- Opened airport to commercial service after it had been closed for a month. Developed ACM/AEP from scratch because Part 139 Operating Certificate had been cancelled while it was closed.
- Ensured recertification and routine upkeep of AWOS-IIIP and NDB.
- Developed all procedures, policies and supporting paperwork for Part 139 compliance, revenue collection and reporting, NOTAMs and condition reporting, aircraft advisories and handling, aircraft movement reports, bird strike data, traffic counts, flight crew support and emergency procedures.
- Managed GA airport with 10 commercial tenants, over 300 based aircraft.
- Developed annual budget and operated the airport within budget and profit expectations.
- Managed and negotiated tenant contracts and leases. Received payments and rents, and ensured proper timely posting to A/R.
- Managed and ensured proper posting of A/P.
- Conducted fair market analysis of rent structure.



- Developed and implemented hangar inspection program to ensure compliance with lease and minimum standards.
- Instituted airport-wide clean-up to eliminate years of neglect and tenant abuse.
- Coordinated annual air exhibition in conjunction with airport tenants and pilot's association.
- Developed new procedures, policies and practices that substantially improved airport operations, field conditions and customer service.
- Coordinated with airport owner on complete pavement slurry seal project. Every piece of airside and landside pavement was rehabilitated on an airport of approximately 1,200 acres.

**October 1995 – January 2001:**     Airport Operations Supervisor  
    Airfield Safety Officer  
    *San Francisco International Airport, San Francisco, CA*

- Supervised shift of approximately 10 Airfield Safety Officers.
- Enforced airport rules and regulations and ensured compliance with Part 139 standards.
- Emergency response and report writing.
- Coordinated construction and maintenance.
- Personal and special projects included writing the departmental standard operating procedure for security, sitting on the airport's safety committee, development and maintenance of operations reference library, revision to Certification and Operations Manual, FOD action committee, maintained shift schedule for department of approximately 50 individuals.
- Administered SIDA and AOA driver training to contractors.
- Trained new and current Airfield Safety Officers. Developed training materials.

**January 1991 - October 1995:**     Airport Operations Officer  
    *Sarasota-Manatee Airport Authority, Sarasota, FL*


- In charge of Airport Security Program.
- Enforced airport rules and regulations and ensured compliance with Part 139 standards.
- Emergency response and report writing.
- Monitored ground transportation and administer rules and regulations.
- Administered SIDA and AOA driver training to all airport tenants.

# City of Santa Fe, New Mexico

## memo

**DATE:** MARCH 15, 2013

**TO:** PUBLIC WORKS COMMITTEE

**FROM:** JIM MONTMAN, AIRPORT MANAGER 

**VIA:** JON BULTHUIS, TRANSPORTATION DEPARTMENT  
DIRECTOR

### ITEM & ISSUE:

1. Request for Approval of submission of a State Grant Application for Airfield Pavement Marking in the amount of \$150,000 in State funds with a City Match of \$16,670.
2. Request for Approval for the Airport Manager to accept the grant on behalf of the City when offered.

### BACKGROUND & SUMMARY:

We need to redo main runway painted markings at least annually and other markings across the airfield periodically. These markings are required to be kept in good order as part of our certification under Part 139 of the FARs which allows for commercial service here.

The State has agreed to fund 90% of the cost of the work, leaving the City to fund the remaining 10%. The attached State Grant Application is for a total of \$150,000, plus \$16,670 City match for a total amount available for use of \$166,670. This grant is planned to cover two years worth of runway painting requirements. Grant matching funds for airport projects normally come from the latest CIP bond issue proceeds, or from CIP reallocation funds. See Attached grant application.

Once approved by the city, the state grant application will be forwarded to the State Aviation Division. The State Aviation Division formalizes the grant and then returns it to the city for acceptance. This currently requires going through the City Council process to accept a grant award already approved by virtue of the original application approval. In

#6- Exhibit B

order to ensure we can proceed in a timely manner once this grant is offered since main runway work is needed now, request approval for the Airport Manager to accept this grant on behalf of the city, provided the grant has no changes relative to the application. This authority is routinely granted by other municipalities and has been granted by the City in the past.

**ACTION REQUESTED:**

1. Request for Approval of submission of a State Grant Application for Airfield Pavement Marking in the amount of \$150,000 in State funds with a City Match of \$16,670.
2. Request Approval for the Airport Manager to accept the grant on behalf of the City when offered.

DATE

Mar 15, 2013

# STATE GRANT AGREEMENT FOR AIRPORT PROJECTS



*New Mexico* DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

## AVIATION DIVISION

Sponsor

City of Santa Fe

Respond to:  
NMDOT - AVIATION DIVISION  
PO Box 9830  
Albuquerque, NM 87119  
505-244-1788 phone  
505-244-1790 fax

Contract No. \_\_\_\_\_

Project No. \_\_\_\_\_

Vendor No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

## PROJECT AGREEMENT

This Project Agreement / Application is between the City of Santa Fe, New Mexico (Sponsor) and The State of New Mexico, acting through the New Mexico Department of Transportation, Aviation Division (Division) for the purpose of carrying out the provisions of Section 64-1-13, NMSA 1978 of the Aviation Act (Act) and Sections 3-39-1 et. seq., NMSA 1978 of the Municipal Airport Law

**NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

### SECTION ONE - PURPOSE

The purpose of this Agreement / Application is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an airport or aviation project at the Santa Fe Municipal Airport

Based on the Sponsor's request, the Division has granted state funding to pay 90 % of the Sponsor's share of all allowable costs for the project.

### Project Description:

Airfield pavement marking

The site of development is more particularly described on the property map, attached as "Exhibit A"

Items of work, cost and source of funds as stated in "Exhibit B", of this Agreement.

### FUNDING

STATE	SPONSOR	OTHER	TOTAL
\$ <span style="border: 1px solid black; padding: 2px;">150,000</span>	\$ <span style="border: 1px solid black; padding: 2px;">16,667</span>	\$ <span style="border: 1px solid black; padding: 2px;">0</span>	\$ <span style="border: 1px solid black; padding: 2px;">166,667</span>

ROUND TO THE NEAREST DOLLAR

## SECTION TWO - PROJECT FUNDING

1. The funding for this project is set forth in EXHIBIT B.
2. The maximum obligation of the State payable by the Division under this Agreement is set forth in EXHIBIT B.
3. Funding approved under this Agreement / Application shall be paid subject to the availability of funds from the the State Aviation Fund. Any unexpended portion of funds subject to this agreement shall revert to the State Aviation Fund.

## SECTION THREE - SPONSOR SHALL

1. Pay all costs, perform all labor, and supply all material, except as described in EXHIBIT B of this Agreement, for the purpose as described in SECTION ONE.
2. Provide a representative from its organization who shall serve as the single point of contact for the Division.
3. Maintain in force a **Maintenance Resolution** by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for its effectuation.
4. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
5. Be responsible for all design and pre-construction activities.
6. Initiate and cause to be prepared all necessary documents including plans, specifications, and estimates (PS&E), and reports for this Project.
7. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
8. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. The work will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).
9. Notify the Division when the plans and specifications are sufficiently complete for review.
10. Make no changes in design or scope of work without documented approval of the Aviation Division.
11. Advertise for and contract for the construction of the Project.
12. Require the Engineer to prepare a final detail estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Division in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.

13. The Sponsor shall submit to the Division one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
14. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this Agreement, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this Agreement. The Sponsor shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such State share shall be approved in advance by the Division.
15. The Sponsor shall, upon reasonable notice, allow the Division the right to inspect the project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being satisfactorily complied with. If such inspection discloses a failure to substantially meet such requirements and standards as, agreed to by the Division, the Division may terminate payment or payments until a mutually satisfactory remedy is agreed upon.

#### **SECTION FOUR - DIVISION SHALL**

1. Assign a contact person for this project.
2. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
3. The Division shall not provide an extensive check of any plans submitted by the Sponsor. Acceptance of plans by the Division does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

#### **SECTION FIVE - BOTH PARTIES AGREE**

1. If upon termination of this Agreement there remain any properties, materials or equipment belonging to the Division, the Sponsor shall account for the same and dispose of them as directed by the Division.
2. The allowable costs of the Project shall not include costs determined by the Division to be ineligible for consideration under the Act.
3. The expenditure of any State money is subject to approval by the Division.

4. The Local Governments Road Fund, established pursuant to Section 67-3-28.2, NMSA 1978, shall not be used to administer this project.
5. A Sponsor that has received a distribution pursuant to Section 67-3-28.2, NMSA 1978, may not use this distribution to meet its match required for this project.

## SECTION SIX - DISPOSITION OF PROPERTY

1. **Disposition of Property** - Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes and must be stored at the airport.

## SECTION SEVEN - REPRESENTATIONS

The Sponsor hereby represents and certifies the following by signing this Agreement:

1. **Legal Authority** - The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) to accept, receive and disburse grants of funds from the State of New Mexico in aid of the Project; and (3) to carry out all provisions stated in this "Grant Agreement for Airport Projects."
2. **Defaults** - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
3. **Possible Disabilities** - The Sponsor states, by execution of this Agreement, there are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
4. **Land** - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

## SECTION EIGHT - ASSURANCES

The Sponsor hereby covenants and agrees with the Division the following by signing this Agreement

1. The Sponsor agrees that it will operate the airport receiving aid under this application for the use and benefit of the public on fair and reasonable terms, and without unjust discrimination.
2. The Sponsor specifically agrees that it will keep said airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes: **provided**, that the Sponsor establish such fair, equal 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;



3. The Sponsor agrees that in its operation of the airport and all facilities. Neither it nor any person or organization occupying space on facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility provided for the public on the airport; and further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis to all users thereof.
4. The Sponsor will operate and maintain in a safe and serviceable condition the airport and all facilities connected therewith which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
5. The Sponsor will, by acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
6. The Sponsor agrees that no landing fee shall be charged any owner or operator of aircraft using said airport; which would be in violation of Section 64-1-16, NMSA 1978, as amended.
7. If said airport is on private land, the Sponsor shall attach a duly executed agreement permitting public use of this land for airport purposes without limit as to time, titled "Exhibit C".
8. The Sponsor agrees to comply with the New Mexico Aviation Act and the rules and regulations promulgated there under.
9. The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the New Mexico Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

## **SECTION NINE - COMPLIANCE WITH LAW**

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the project.

## **SECTION TEN - THIRD PARTY BENEFICIARY CLAUSE**

This Agreement is not intended by any of the provisions of any of its parts to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit for wrongful death, bodily and or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

## **SECTION ELEVEN - COMPLIANCE WITH EMPLOYMENT LAW AND COOPERATION WITH DEPARTMENT INVESTIGATIONS**

The Sponsor shall comply with all applicable Federal, State, and Department laws, regulations and policies, including, but not limited to laws governing, civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Sponsor shall furnish all information and reports required by, or pursuant to, the rules, regulations, and policies of the Department, and will permit access to, and the interview of, its employees, and the, except for legally privileged material, examination and copying of its employee records by investigators for the Department's Equal Opportunity Programs Bureau, Office of Inspector General, and Risk Management Bureau, the New Mexico Attorney General's Office, the New Mexico Department of Labor, and all branches of the United States Department of Transportation; and will otherwise fully cooperate with all such investigations.

## **SECTION TWELVE - NEW MEXICO TORT CLAIMS ACT**

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Grantee and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

## **SECTION THIRTEEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS**

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

## **SECTION FOURTEEN - REIMBURSEMENTS**

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed to the Sponsor. The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the Agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Claims for reimbursement requests shall be completed on a (State) form A-1159, Request for Reimbursement.

Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Division reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

## **SECTION FIFTEEN - AUTHORIZATION OF EXPENDITURES**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

## **SECTION SIXTEEN - TERM**

The Agreement shall not take effect until executed by all of the parties hereto. This Agreement shall not exceed two (2) years. This agreement shall expire two (2) years from complete execution.

## **SECTION SEVENTEEN - TERMINATION**

If the Sponsor fails to comply with any provision of this Agreement, the Division has the option to terminate this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of this Agreement.

## **SECTION EIGHTEEN - MERGER**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

## **SECTION NINETEEN - SEVERABILITY**

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

## **SECTION TWENTY - AMENDMENT**

This Agreement shall not be altered, modified, or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

## **SECTION TWENTYONE - RATIFICATION AND ADOPTION**

The Sponsor's execution of this Agreement is evidence of acceptance of the offer of state funding from the Division and ratification and adoption of the terms and conditions of this Agreement, including but not limited to all assurances, statements, representations, warranties and covenants herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND YEAR WRITTEN BELOW

Recommended by AVIATION DIVISION

New Mexico Department of Transportation

By: \_\_\_\_\_  
Aviation Division Director or  
Designee

By: \_\_\_\_\_  
Cabinet Secretary or  
Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SPONSOR:

City of Santa Fe

PRINT NAME

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency by the NMDOT Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

Date: \_\_\_\_\_

CITY OF SANTA FE:

ATTEST:

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YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

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GENO ZAMORA, CITY ATTORNEY

APPROVED:

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DR MELVILLE L. MORGAN  
FINANCE DEPARTMENT DIRECTOR

**EXHIBIT B PROJECT COSTS****GRANTEE**

City of Santa Fe

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
1	Airfield Pavement Marking	\$ 150,000	\$ 16,667	\$ 0	\$ 166,667

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	\$	\$

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	\$	\$

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	\$	\$

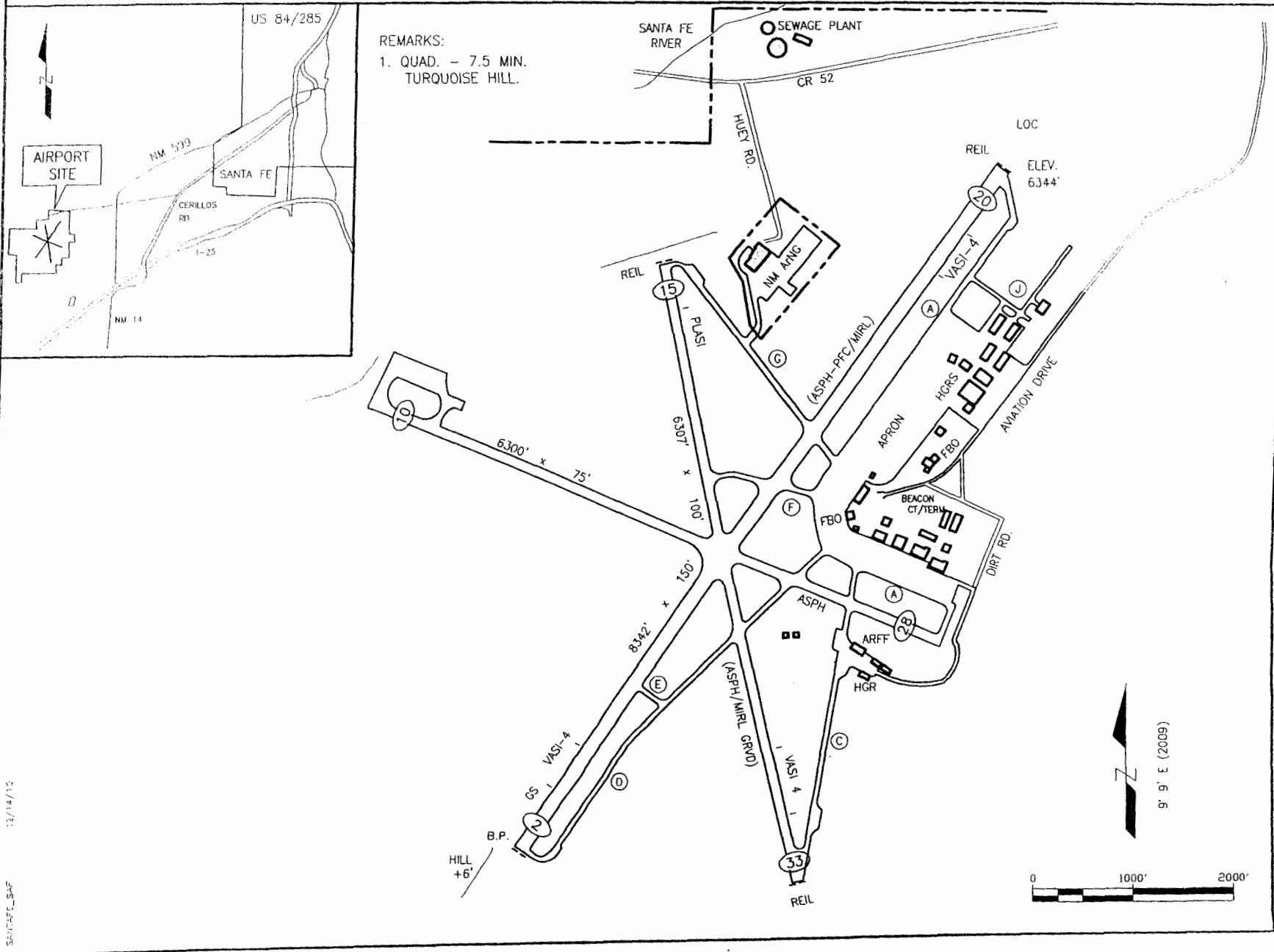
**TOTALS**

\$ 150,000	\$ 16,667	\$ 0	\$ 166,667
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SANTA FE, NM

SANTA FE COUNTY MUNICIPAL AIRPORT (SAF)

SITE NO. 14728.A



SAF-SAF\_SAF  
12/14/12



City of Santa Fe  
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor STATE OF New Mexico AVIATION Division

3 Complete information requested

☐ Plus GRT

N/A

☐ Inclusive of GRT

Original Contract Amount: \$ 166,620 - \$ 150,000 STATE, \$ 16,620 City MATCH

Termination Date: 2 years from Approval

☒ Approved by Council

Date: TBA

☐ or by City Manager

Date: \_\_\_\_\_

Contract is for: GRANT To Airport for Painted MARKINGS ON Air Field

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council

Date: \_\_\_\_\_

☐ or by City Manager

Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ N/A of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_





City of Santa Fe  
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other GRANT \_\_\_\_\_

6 Procurement History: FIRST Year  
example: (First year of 4 year contract)

7 Funding Source: STATE OF NM BU/Line Item: TBA

8 Any out-of-the ordinary or unusual issues or concerns:  
CITY MATCH Required from CIP Bond issue of CIP Bond LOCATION  
(Memo may be attached to explain detail.) = \$16,670

9 Staff Contact who completed this form: Jim Montman

Phone # 955-2900

10 Certificate of Insurance attached. (if original Contract) ☐ N/A

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review  
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

Comments: \_\_\_\_\_



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

Airports Division  
Southwest Region  
Arkansas, Louisiana,  
New Mexico, Oklahoma,  
Texas

2601 Meacham Boulevard  
Fort Worth, Texas 76137

March 25, 2013

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Mr. Jim Montman  
Airport Manager  
Santa Fe Municipal Airport  
P.O. Box 909  
200 Lincoln Ave.  
Santa Fe, NM 87504-0909

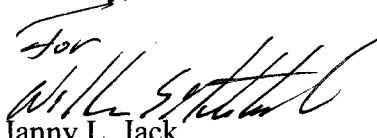
Dear Mr. Montman:

A periodic certification inspection of Santa Fe Municipal Airport was conducted March 19-21, 2013. The inspection confirmed that the airport was being operated in compliance with the requirements of 14 CFR Part 139, the Airport Certification Manual, and the Airport Operating Certificate.

We commend your commitment to airfield safety and wish you continued success in this regard.

Additional comments and recommendations, based upon observations during the inspection, are included for your consideration.

Sincerely,

  
Janny L. Jack  
Airport Certification and Safety Inspector

Enclosure

cc: New Mexico Department of Transportation  
Aviation Division  
P.O. Box 9830  
Albuquerque, NM 87119

*Exhibit C*

**COMMENTS AND RECOMMENDATIONS  
ANNUAL CERTIFICATION INSPECTION  
SANTA FE MUNICIPAL AIRPORT  
MARCH 19-21, 2013**

1. **Training:** As we discussed during the inspection, all personnel who are authorized to operate on the movement area or safety area without escort must receive initial and recurrent drivers training. Reference CertAlert No. 13-02 for additional information.
2. **Paved Surface:** As noted during the inspection, Runway 10/28 has an area between the intersection of the three runways and Taxiway Delta where the overlay is starting to break up. The area is approximately 6' X 20" and located along the edge of the runway. This is not a Part 139 violation as we noted since the paved surface that is showing signs of distress has lips of a ¼" inch or less. We do have a concern for the FOD that could be produced. We understand that you will be requiring maintenance personnel to conduct additional inspections of the area to ensure it remains FOD free. And any FOD that is produced will be immediately taken care of by the sweeper operation or by personnel with hand sweepers. We were also informed during the inspection that SAF will be seeking assistance from the state of New Mexico to improve the area of concern.

We wish to thank you and others of your staff for the cooperation and courtesy extended me during the inspection. It was greatly appreciated.

#### **8.11.6. Airport Noise Overlay Zone (O-AN).**

**8.11.6.1 Short Name and Map Symbol.** The City Santa Fe Municipal Airport Noise Impact Overlay Zone is referred to as the O-AN Zone, and is shown on Official Zoning Map as O-AN.

**8.11.6.2 Purpose.** The O-AN Overlay Zone is intended to reduce the impact of aircraft noise on human health within the noise impact area surrounding the City of Santa Fe Municipal Airport. The zone achieves this by limiting residential uses and by requiring noise insulation, noise disclosure statements, and noise easements, as applicable.

**8.11.6.3 Applicability.** The O-AN Zone shall apply within the areas designated as O-AN on the Zoning Map. However, aircraft noise/land use control zone regulations in the O-AN Zone shall not apply to existing residential and non-residential development. Nor shall the control zone regulations apply to compatible land uses such as commercial, industrial, and office uses and/or vacant land zoned for such use, or vacant properties zoned for residential use prior to the adoption of the SLDC (unless an application proposes to eliminate or reduce noise/land use compatibility). This subsection shall not be construed to require the sound conditioning or other changes or alteration of any pre-existing structure not conforming to this subsection as of the effective date of the SLDC or to otherwise interfere with the continuance of any pre-existing nonconforming use. Nothing in this subsection shall require any such change in the construction or alteration of a structure which was begun prior to the effective date of this part and is diligently pursued, or of property upon which development rights are vested.

#### **8.11.6.4 Location.**

**A. O-AN Zone.** The City of Fe Municipal Airport Noise Impact Overlay Zone is shown on the Zoning Map. The outside contour of the O-AN zone was established based on two noise metrics (DNL<sup>1</sup> and dBA Aircraft Noise Metric). The DNL metric is a day-night sound level used to present cumulative/average long term aircraft noise exposure. The dBA Aircraft Noise Metric is a single event maximum sound level measure used to describe peak noise levels of representative aircraft flyovers.

**B. O-AN Subzones.** There are three subzones within the O-AN Zone established according to the sounds levels expected to be present within the subzone. The three subzones correspond to expected surface sound levels of 65 DNL or higher (hereinafter referred to as the "65 DNL Subzone"), ground sound levels between 60 DNL and 65 DNL (hereinafter referred to as the "60 DNL Subzone"), and ground sound levels of less than 60 DNL, as established by the 14 CFR Part 150 Noise Compatibility Study.

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<sup>1</sup> DNL = day-night sound level as established through the INM (INM = Integrated Noise Model, as approved by the Federal Aviation Administration (FAA)).

*Reference*  
*# 7 -*

**C. Revised Contours.** The contours of the O-AN Zone and its subzones may be altered following a Part 150 study through the appropriate change to the Zoning Map.

**D. Map Corrections.** An owner may request that the Administrator initiate a correction to the location of the noise contours shown on the Zoning Map. The owner must show, and the Administrator must find, that the noise contours shown on the map do not correspond with the March 2008 14 CFR Part 150 Noise Compatibility Study of the City of Santa Fe, as amended or superseded by subsequent 14 CFR Part 150 studies.

#### **8.11.6.5 Residential Uses in the O-AN Zone.**

**A. Noise disclosure statement.** Before a development permit may be issued in the O-AN zone for new residential construction, or before reconstruction is commenced where the total cost of reconstruction is 75 percent or more of the total assessed improvement value of the site, the owner shall sign a noise disclosure statement. The noise disclosure statement shall acknowledge that the property is located within the O-AN zone noise contour and shall signify the owner's awareness of the associated noise levels associated with the airport. The noise disclosure statement must be recorded in the Office of the County Clerk. A sample statement is available from the Administrator. If a property within the O-AN zone is subdivided or divided, an appropriate airport noise disclosure statement must be included in the subdivision disclosure statement and the prospective buyer of each lot shall execute a noise disclosure statement prior to purchase.

**B. Noise easement in the 60 DNL Subzone.** Before a development permit in the 60 DNL Subzone of the O-AN zone may be issued for new residential construction, or before a permit is issued for reconstruction where the total cost of reconstruction is 75 percent or more of the total assessed improvement value of the site, the owner shall dedicate and record a noise easement on the property. The easement shall authorize aircraft noise impacts over the property at levels established by the relevant DNL noise contour. A sample easement form is available from the Administrator.

#### **C. Noise insulation required in 60 DNL Subzone.**

1. A new residential or nonresidential dwelling unit within the 60 DNL subzone must be constructed with sound insulation or other construction methods to achieve a day/night average interior noise level of no more than 45 dBA. Reconstructed dwelling units where the total cost of reconstruction is 75 percent or more of the total assessed improvement value of the site must also meet this standard. Garages and similar accessory structures that do not include living area are not subject to this requirement.

2. A registered professional engineer in the State of New Mexico who has expertise or specializes in acoustical engineering must certify that the building plans comply with the performance standard for sound insulation prior to the issuance of a building permit.

**D. New Residential Construction Within the 65 DNL Subzone.**

1. New residential construction is prohibited within the 65 DNL subzone. If a site is divided by a 65 DNL noise contour line, all residential construction must be located entirely outside the 65 DNL subzone.

2. Residential housing that existed prior to enactment of the SLDC that is located within the 65 DNL noise contour is not subject to the requirement of the previous paragraph, and any housing unit may be replaced within five (5) years if damaged or destroyed by fire or other causes beyond the control of the owner.

**E. Prohibited Uses Within the 65 DNL Subzone.** The following uses are prohibited within the 65 DNL Subzone: hospitals, clinics, nursing homes, childcare facilities, nonresidential housing unit, and schools (except for aviation-related training/educational facilities).

**F. Conditional Use Permit Required.** Except as provided in the previous paragraph, a conditional use permit is required to locate any hospital, clinic, nursing home, childcare facility, nonresidential housing unit, or school (except for aviation-related training/educational facilities) within the O-AN zone.

**8.11.6.6 Height in the O-AN Zone.** All structures within in O-AN Zone may not exceed the conical surface heights specified in the Zoning Map and the Part 77 Airport Drawing in the City of Santa Fe Municipal Airport Master Plan (2002). Structures may not exceed heights of 6,500, 6,550, 6,600 or 6,698 feet above mean sea level, as specified in the Zoning Map and the Part 77 drawing.

## 2012 SANTA FE MUNICIPAL AIRPORT OPERATIONS

	ITINERANT				LOCAL			OPERATIONS	LAST YR	
MONTH	Air Taxi	Gen. Avia	Military	Total Itinerant	Civil	Military	Total Local	TOTAL	DIFFERENCE	MONTH
Jan -12	389	465	85	939	3893	400	4293	5232	-566	Jan -12
Feb -12	371	389	111	871	3259	252	3511	4382	-157	Feb -12
Mar -12	414	427	92	933	3882	292	4174	5107	-933	Mar -12
Apr -12	426	387	58	871	3371	187	3558	4429	-136	Apr -12
May -12	503	469	66	1038	4222	252	4474	5512	-211	May -12
Jun -12	489	507	54	1050	4527	323	4850	5900	-557	Jun -12
Jul -12	692	653	65	1410	4328	337	4665	6075	-1075	Jul -12
Aug -12	627	751	56	1434	4660	482	5142	6576	16	Aug -12
Sept -12	548	563	65	1176	4015	365	4380	5556	49	Sept -12
Oct -12	461	626	69	1156	4248	426	4674	5830	-226	Oct -12
Nov -12	435	455	67	957	4243	512	4755	5712	612	Nov -12
Dec -12	616	412	42	1070	3771	306	4077	5147	1630	Dec -12
<b>TOTALS</b>	<b>5971</b>	<b>6104</b>	<b>830</b>	<b>12905</b>	<b>48419</b>	<b>4134</b>	<b>52553</b>	<b>65458</b>		
<b>TOTAL OPERATIONS DIFFERENCE FROM LAST YEAR, TO DATE</b>								<b>-1554</b>		

## 2013 SANTA FE MUNICIPAL AIRPORT OPERATIONS

	ITINERANT				LOCAL			OPERATIONS	LAST YR	
MONTH	Air Taxi	Gen. Avia	Military	Total Itinerant	Civil	Military	Total Local	TOTAL	DIFFERENCE	MONTH
Jan -13	545	374	91	1010	3606	670	4276	5286	54	Jan -13
Feb -13	537	360	56	953	3608	433	4041	4994	612	Feb -13
Mar -13	688	444	60	1192	3842	580	4422	5614	507	Mar -13
Apr -13	0	0	0	0	0	0	0	0	0	Apr -13
May -13	0	0	0	0	0	0	0	0	0	May -13
Jun -13	0	0	0	0	0	0	0	0	0	Jun -13
Jul -13	0	0	0	0	0	0	0	0	0	Jul -13
Aug -13	0	0	0	0	0	0	0	0	0	Aug -13
Sept -13	0	0	0	0	0	0	0	0	0	Sept -13
Oct -13	0	0	0	0	0	0	0	0	0	Oct -13
Nov -13	0	0	0	0	0	0	0	0	0	Nov -13
Dec -13	0	0	0	0	0	0	0	0	0	Dec -13
<b>TOTALS</b>	<b>1770</b>	<b>1178</b>	<b>207</b>	<b>3155</b>	<b>11056</b>	<b>1683</b>	<b>12739</b>	<b>15894</b>		
<b>TOTAL OPERATIONS DIFFERENCE FROM LAST YEAR, TO DATE</b>								<b>1173</b>		

Ref # 7  
Airport Mgr Reports

	Geri Channel	07/07/11	PM	noise	4554	Camino Placitas	07/11/2011	Thursday
Agua Fria	Gregory Alyassin	07/10/11	PM	noise	1101	Willow Way	07/11/2011	Sunday
las campanas	Lou Lopilato	07/10/11	PM	noise	39	Holly hock cir	07/11/2001	Sunday
south sf	Marie Harding	07/12/11	AM	noise	26	synargia ranch rd	07/11/2011	Sunday
las campanas	Lou Lopilato	07/13/11	PM	noise	39	Holly hock cir	07/14/2011	Wednesday
mutt nelson	Darrin Johanson	07/22/11	AM	noise	3	Camino de Viento	07/25/2001	Monday
Alameda	David Morton	08/01/11	AM	noise	3957	Camino Vista Verde	08/01/2011	Monday
CR 62	Carla Armijo	08/22/11	AM	noise	33	Vereda Corta	08/22/2011	Monday
eldorado	Victoria Seale	08/27/11	noon	noise/low	53	Mago	08/29/2011	Saturday
la cienega	Robert Romero	09/01/11	AM	noise	28	La mesita del rey	09/01/2011	Thursday
la cienega	David Watson	09/30/11	PM	noise	2	caminito vigil	09/30/2011	Friday
NONE OCT 2011								
Tierra Contenta	Susan Nalder	11/18/11	PM	noise	-	Jaguar Dr	11/28/2011	Friday
NONE DEC-2011								
NONE JAN-FEB	2012							
El Dorado	Dave Macio	03/03/12	PM	noise	-	ElDorado	03/03/2012	Saturday
Tierra Contenta	Kate	05/11/12	AM	noise		Camino Rojo	05/14/2012	Friday
Bellamah	Don Eaton	05/23/12	AM	noise	1487	Clark Rd	05/23/2012	Wednesday
El Dorado	David Murray	05/28/12	AM	noise	62	Herrada Rd	05/29/2012	Monday
Cienega	David Forrest	06/27/12	AM	noise	13	calle corto	07/02/2012	Wednesday
Agua Fria village	Richard Gonzales	06/27/12	PM	noise		Agua Fria Village	07/02/2012	Wednesday
la cienega	Susan Simons	07/06/12	AM	noise	286	los pinos	07/06/2012	Friday
pacheco st	John Fitingier	07/07/12	AM	noise	1345	1345 pacheco	07/09/2012	Saturday
la cienega	David Watson	07/09/12	AM	noise	?	?	07/09/2012	Monday
la cienega	Robert Romero	07/30/12	AM	noise	28	la mesita de rey	07/30/2012	Monday
downtown	Ms. Viorikki	08/07/12	AM	noise			8/07/2012	Tuesday
la cienega	Ms. Downey	08/19/12	AM	noise		calle debra	8/20/2012	Sunday
cerrillos rd	Linda Smith	08/21/12	PM	noise	198	Quapaw	8/21/2012	Tuesday
NONE SEPT 2012								
la cienega	Marylou Martinez	10/15/12	PM	noise and low flying		Camino Rojo and Valentine Way	10/16/2012	Tuesday
la cienega	Cynthia Rodriguez	11/07/12	PM	Osprey plane making too much noise	6505	Winding Ridge Loop	11/07/2012	Wednesday
NONE DEC- 2012								
Chupadero area	Barbara Seeley	01/22/13	10-12 PM	military flying low, slow, noisy	47-A	Don Felimeno Road	01/22/2013	week nights
CerrillosNM	Todd Brown	3/9-10/13	12am-2am	helicopters flying low, noisy no lights	?	17 Waldo Cerrillos NM 87010	03/10/2013	Sat/Sun



**AMERICAN EAGLE**  
**ENPLANEMENTS/DEPLANEMENTS**

**2011**

<b><u>MONTH</u></b>	<b><u>ENPLANE</u></b>	<b><u>DEPLANE</u></b>	<b><u>TOTAL</u></b>
JAN	2608	2399	5007
FEB	2528	2392	4920
MARCH	3107	3096	6203
APRIL	3428	3533	6961
MAY	4028	3957	7985
JUNE	4468	4764	9232
JULY	5527	5962	11489
AUGUST	5080	5146	10226
SEPT	3112	3200	6312
OCT	3844	3544	7388
NOV	2970	2859	5829
DEC	<u>2456</u>	<u>2758</u>	5214
TOTALS	43156	43610	86766

**AMERICAN EAGLE**  
**ENPLANEMENTS/DEPLANEMENTS**

**2012**

<b><u>MONTH</u></b>	<b><u>ENPLANE</u></b>	<b><u>DEPLANE</u></b>	<b><u>TOTAL</u></b>
JAN	2704	2431	5135
FEB	2466	2372	4838
MARCH	2955	3033	5988
APRIL	3595	3716	7311
MAY	4530	4427	8957
JUNE	4726	5262	9988
JULY	5404	5946	11350
AUGUST	5303	5419	10722
SEPT	4413	4374	8787
OCT	4814	4745	9559
NOV	2958	2844	5802
DEC	<u>2799</u>	<u>3007</u>	<u>5806</u>
TOTALS	46667	47576	94243

**GREAT  
LAKES**

<b><u>ENPLANE</u></b>	<b><u>DEPLANE</u></b>	<b><u>TOTAL</u></b>
362	349	711

**AMERICAN EAGLE**  
**ENPLANEMENTS/DEPLANEMENTS**  
**2013**

<b><u>MONTH</u></b>	<b><u>ENPLANE</u></b>	<b><u>DEPLANE</u></b>	<b><u>TOTAL</u></b>
JAN	2858	2657	5515
FEB	2694	2630	5324
MARCH	3391	3412	6803
APRIL	0	0	0
MAY	0	0	0
JUNE	0	0	0
JULY	0	0	0
AUGUST	0	0	0
SEPT	0	0	0
OCT	0	0	0
NOV	0	0	0
DEC	0	0	0
TOTALS	8943	8699	17642

**GREAT LAKES**  
**ENPLANEMENTS/DEPLANEMENTS**  
**2013**

<b><u>ENPLANE</u></b>	<b><u>DEPLANE</u></b>	<b><u>TOTAL</u></b>
483	465	948
447	538	985
659	736	1395
		0
		0
		0
		0
		0
		0
		0
		0
		0
0	0	0
1589	1739	3328

SANTA FE MUNICIPAL AIRPORT											
MONTHLY FINANCE REPORT											
REVENUE ACCOUNT		JAN-12	FEB-12	MAR-12	APR-12	MAY-12	JUN-12	JUL-12	AUG-12	SEPT-12	
Airport Land Rent		\$ 95,518.42	\$ 6,721.76	\$ 6,721.76	\$ 6,721.76	\$ 6,721.76	\$ 6,721.76	\$ 11,041.76	\$ 6,721.76	\$ 6,721.76	
Airport Tiedown Fees		\$ 4,364.50	\$ 2,034.75	\$ 3,329.50	\$ 2,668.25	\$ 3,356.25	\$ 3,461.00	\$ 3,470.50	\$ 6,772.50	\$ 4,879.00	
Airport Landing Fee		\$ -	\$ -	\$ -	\$ 20,770.61	\$ 45,892.98	\$ 15,924.03	\$ 39,385.61	\$ 19,522.59	\$ 18,163.46	
Airport Parking Fees		\$ 4,540.00	\$ 2,967.00	\$ 4,032.00	\$ 4,587.00	\$ 5,671.00	\$ 6,523.00	\$ 4,461.00	\$ 4,516.00	\$ 4,711.00	
Airport Fuel Flowage Fees		\$ 19,097.92	\$ 10,140.02	\$ 8,389.68	\$ 10,475.17	\$ 10,772.55	\$ 11,263.20	\$ 13,016.25	\$ 16,530.74	\$ 16,978.64	
Airport GRT Sales		\$ 10,593.54	\$ 2,541.82	\$ 2,658.03	\$ 6,402.60	\$ 12,065.09	\$ 3,533.28	\$ 2,724.52	\$ 4,256.14	\$ 5,946.63	
Airport Car Rental Fees		\$ 20,483.82	\$ 5,742.01	\$ 13,419.77	\$ 21,928.93	\$ 7,152.04	\$ 8,592.91	\$ 31,250.87	\$ 31,213.85	\$ 26,407.13	
Airport Misc. Revenue		\$ -	\$ -	\$ 5.00	\$ 50.00	\$ 5.00	\$ -	\$ -	\$ 60.00	\$ -	
Airport Gate Fees		\$ -	\$ -	\$ -	\$ 1,328.80	\$ -	\$ 3,376.50	\$ 8,127.60	\$ 2,802.00	\$ 2,252.00	
Airport Terminal Rent (Airline)		\$ 4,581.15	\$ 4,513.34	\$ 1,013.34	\$ -	\$ 2,026.68	\$ 1,013.34	\$ 2,972.46	\$ 1,013.34	\$ 1,013.34	
Airport Terminal Rent (Concession)		\$ 9,655.97	\$ 3,657.10	\$ 2,618.51	\$ 1,597.80	\$ 10,255.44	\$ 157.10	\$ 1,961.34	\$ 7,041.51	\$ 9,862.79	
Fire Protection Fee		\$ -	\$ -	\$ -	\$ 6,923.54	\$ -	\$ 8,535.98	\$ 18,436.55	\$ 6,507.53	\$ 5,087.33	
Airline Security Fee		\$ -	\$ -	\$ -	\$ 3,063.42	\$ -	\$ 3,800.91	\$ 7,701.41	\$ 2,212.47	\$ 2,212.47	
Airline Equipment Fee		\$ -	\$ -	\$ -	\$ 6,905.00	\$ -	\$ 5,700.00	\$ -	\$ 3,185.00	\$ 2,450.00	
Sales of Fixed Assets											
Interest											
MONTHLY TOTAL:		\$ 168,835.32	\$ 38,317.80	\$ 42,187.59	\$ 93,422.88	\$ 103,918.79	\$ 78,603.01	\$ 144,549.87	\$ 112,355.43	\$ 106,685.55	
REVENUE ACCOUNT		OCT-12	NOV-12	DEC-12	JAN-13	FEB-13	MAR-13	APRIL-13	MAY-13	JUNE-13	
Airport Land Rent		\$ 7,016.06	\$ 6,721.76	\$ -	\$ 66,989.28	\$ 31,948.43	\$ 7,307.09	\$ -	\$ -	\$ -	
Airport Tiedown Fees		\$ 5,856.75	\$ 5,096.75	\$ 4,145.00	\$ 5,809.25	\$ 1,567.25	\$ 1,900.50	\$ -	\$ -	\$ -	
Airport Landing Fee		\$ 29,210.45	\$ 15,794.40	\$ 10,832.73	\$ 10,701.78	\$ 11,819.33	\$ 15,169.76	\$ -	\$ -	\$ -	
Airport Parking Fees		\$ 9,269.08	\$ 7,664.86	\$ 6,348.75	\$ 5,984.91	\$ 16,807.67	\$ 6,932.58	\$ -	\$ -	\$ -	
Airport Fuel Flowage Fees		\$ 13,527.05	\$ 12,656.50	\$ -	\$ 22,358.77	\$ 1,557.83	\$ 10,372.60	\$ -	\$ -	\$ -	
Airport GRT Sales		\$ 6,217.26	\$ 2,776.36	\$ -	\$ 6,691.45	\$ 2,927.51	\$ 5,905.86	\$ -	\$ -	\$ -	
Airport Car Rental Fees		\$ 30,834.96	\$ 10,710.48	\$ 5,828.31	\$ 6,215.46	\$ 7,096.57	\$ 2,650.52	\$ -	\$ -	\$ -	
Airport Misc. Revenue		\$ 46.00	\$ 20.00	\$ 10.00	\$ 15.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Airport Gate Fees		\$ 2,454.00	\$ 1,522.50	\$ 2,454.50	\$ 1,522.50	\$ 1,882.00	\$ 264.50	\$ -	\$ -	\$ -	
Airport Terminal Rent (Airline)		\$ 1,013.34	\$ 1,013.34	\$ 1,013.34	\$ 11,725.24	\$ 2,561.24	\$ 1,980.01	\$ -	\$ -	\$ -	
Airport Terminal Rent (Concession)		\$ 16,897.53	\$ 15,897.75	\$ 1,281.27	\$ 9,164.00	\$ 16,912.57	\$ 966.67	\$ -	\$ -	\$ -	
Fire Protection Fee		\$ 5,264.80	\$ 3,610.91	\$ 5,264.80	\$ 3,610.91	\$ 7,507.04	\$ 1,675.50	\$ -	\$ -	\$ -	
Airline Security Fee		\$ 2,344.84	\$ 2,212.47	\$ 2,344.84	\$ 2,212.47	\$ 3,838.73	\$ 10,716.05	\$ -	\$ -	\$ -	
Airline Equipment Fee		\$ 3,910.00	\$ 3,340.00	\$ 3,910.00	\$ 3,340.00	\$ 3,325.00	\$ -	\$ -	\$ -	\$ -	
Sales of Fixed Assets											
Interest											
MONTHLY TOTAL:		\$ 133,862.12	\$ 89,038.08	\$ 43,433.54	\$ 156,341.02	\$ 109,751.17	\$ 65,841.64	\$ -	\$ -	\$ -	