



# Agenda

DATE 4/25/13 TIME 10:11a

FORWARDED BY Anita Medina

APPROVED BY [Signature]

**AIRPORT ADVISORY BOARD MEETING  
THURSDAY, MAY 2, 2013  
4:00 PM  
SANTA FE MUNICIPAL AIRPORT  
TERMINAL BUILDING  
121 AVIATION DRIVE**

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES - APRIL 4, 2013
5. DISCUSSION OF AIRPORT TOWER CLOSURE AND RELATED OPTIONS UPDATE
6. REQUEST FOR APPROVAL AIRPORT TRAFFIC CONTROL TOWER LEASE
7. REQUEST APPROVAL OF CITY NOISE OVERLAY ZONE ORDINANCE
8. 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
9. ITEMS FROM THE FLOOR
10. ITEMS FROM THE BOARD
11. ITEMS TO BE DISCUSSED AT THE JUNE 6, 2013 AIRPORT ADVISORY BOARD MEETING
12. 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  
May 2, 2013**

<b><u>INDEX</u></b>	<b><u>ACTION TAKEN</u></b>	<b><u>PAGE(S)</u></b>
Cover Page		0
Call to Order/Roll Call	Call to order by the Chair, at 4:00 pm, a quorum was declared by roll call.	1
Approval of Agenda #7 refers to City Airport Noise Overlay Zone Ordinance and it should be County Overlay Zone Ordinance.	<b>Mr. Allison moved to approve the agenda as amended, second by Ms. Hunke, motion carried by unanimous voice vote.</b>	1
Approval of: April 4, 2013 Minutes Mr. Allison would like a copy of the Letter which was sent to the FAA to be included as part of the record.  Mr. Tom Thomason (last name added to the minutes).	<b>Ms. Hunke moved to approve the minutes as amended, second by Mr. Allison, motion carried by unanimous voice vote.</b>	2
Discussion of Airport Tower Closure and Related Questions Exhibit A	Open Discussion  <b>Mr. Allison moved to support Chair Cook moving forward to make appointments with the NM Congressional Delegation meeting with the Airport Advisory Board Members and Airport Manager to seek support in keeping the tower open, second by Ms. Hunke, motion carried by unanimous voice vote.</b>  It was noted that when meeting with the Congressional Delegation a quorum should not exist.  <b>Staff Follow-Up: Mr. Allison asked that the letter that the Chair wrote to Mayor Coss become part of the record. Letter was not available at time of meeting, staff will provide letter to stenographer and/or city</b>	2-4

	<i>clerk to become part of this meeting packet.</i>	
Request for Approval Airport Traffic Control Tower Lease	<i>Mr. Sauter moved to recommend that the Federal Aviation Administration (FAA) Small Lease go forward to the City Council for approval, second by Mr. Talarczyk, motion carried by unanimous voice vote.</i>	4
Request for Approval of City County Noise Overlay Zone Ordinance	<p><i>Ms. Hunke moved to approve the County Airport Noise Overlay Zone, second by Mr. Allison, motion carried by unanimous voice vote.</i></p> <p>Thank you to Ms. Hunke for carrying forward this endeavor.</p> <p><i>Ms. Hunke moved to have the record reflect that today's agenda relates to the Airport Noise Overlay Zone as City and it should be County, second by Mr. Allison, motion carried by unanimous voice vote.</i></p>	5-6
Airport Review and Associated Reports	Monthly reports as a general rule, provided by the Airport Manager, all informational.	5-7
Items from the Floor	None	7
Items from the Board	Informational	7
Adjournment/Signature Sheet	<i>Chair called for adjournment at 5:35 pm</i>	7-8
Exhibits A-B-C-D	Attached	

**MINUTES**  
**AIRPORT ADVISORY BOARD**  
**May 2, 2013**

**1. CALL TO ORDER**

A regular meeting of the City of Santa Fe Airport Advisory Board was called to order by Carolyn Cook, 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:**

Carolyn Cook, Chair  
Richard Allison, Vice Chair  
Elizabeth Hunke  
Bill Sauter  
Bob Talarczyk  
Mark Miller

**OTHERS PRESENT:**

Frances (Francey) Jesson, Airport Manager  
Jim Montman, Transition Airport Manager  
Anita Medina, Airport Administrative Assistant  
Jon Bulthuis, Transit Director  
Bob Wood, Air Traffic Manager  
Kent Freier, Engineer, Molzen Corbin  
William Aneshensel, President, Aviation Association of Santa Fe  
Fran Lucero, Stenographer

**3. APPROVAL OF AGENDA**

**#7 refers to City Airport Noise Overlay Zone Ordinance and it should be County Overlay Zone Ordinance.**

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

Introduction of Ms. Francey Jesson, new Airport Director. Twenty-three years of experience in Airports. Ms. Jesson is proud of the Santa Fe Airport and happy to be the Director of this Airport. Transition with Mr. Montman is very much appreciated and has been beneficial.

#### **4. APPROVAL OF MINUTES - APRIL 4, 2013**

Mr. Allison would like a copy of the Letter which was sent to the FAA to be included as part of the record.

Mr. Tom Thomason (last name added to the minutes).

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

#### **5. DISCUSSION OF AIRPORT TOWER CLOSURE AND RELATED OPTIONS UPDATE**

##### **Exhibit A – May 2, 2013 Letter – United States Senate**

Details the decision of Congressional passed legislation giving the Secretary of Transportation the flexibility needed to avert air traffic controller furloughs and contract tower closures.

Mr. Montman updated that prior to this letter coming out a letter from the Airport Advisory Board and Airport Manager was sent to the city attorney and a meeting was held to discuss the options should the tower were to close. Mr. Montman explained the options and stated that if they joined the Tower Fund at \$2200 that would go towards the legal fund. It was recommended that the Santa Fe Airport contribute \$1,000 to the (American Association of Airport Executives) AAAE to support any legal action should it be necessary. AAAE needed \$100,000 towards this endeavor and they already have \$75,000. Purchase orders have been submitted and will be sent on when approved and processed.

Bob Wood: Because of all the erroneous publicity there is a concern that the momentum has been lost. Discussion is circulating that the FAA is being contacted and being told that they should not keep all of the 149 towers open.

Ms. Jesson said that it is very difficult to believe that any agency would make that assumption.

Mr. Montman said the hope is that everything gets fixed by September 30<sup>th</sup>. It is important to continue to voice support to keep this tower open in Santa Fe.

The Chair asked if the Advisory Board should provide the press with correct information. Mr. Montman said that the constituents are reading what comes out of AP vs. what is happening on the ground.

Ms. Jesson said that as far as the inaccurate information, the AP press release did not say that the towers were safe nor did they say that the President would sign and fund the towers. Ms. Jesson did a radio interview yesterday and she did not concur that the

towers were saved. Best thing to do is to follow the news reports as they come out and make sure they are verified. We heard from AAAE yesterday and they could not verify that the AP story was accurate. AP Press Release starts off... Transportation Secretary Ra LaHood has assured lawmakers the Obama administration will prevent the closure of 149 small airport towers as well as end furloughs of air traffic controllers nationwide as a result of legislation passed by Congress, according to officials involved in negotiations on the bill. (Exhibit A-1) The bill that was passed authorized far more money than was needed for the towers. The letter that was distributed (Exhibit A) is the first step for the FAA to respond.

The Chair asked if there is anything that the Board could do to educate people in our city.

Mr. Wood said that the last he saw was that Senator Heinrich had not signed the letter. There is a concern that the Senator did not sign. The only representative that has signed is Steve Pearce and Tom Udall. If the Board could make an impression on the NM Congressional Delegation to be supportive and continue to voice their support to keep the tower open, not only through September 30th, but beyond that.

Mr. Wood has provided the Board with the phone number and e-mail addresses for the New Mexico Congressional Delegation each time he sends an update. The Chair urged the Board to call again and voice their support. When talking about what else can be done, it is important to also contact the Office of the Governor to ask for her support.

Mr. Allison suggested they request another meeting with Congressman Ben Lujan and Senator Udall. Mr. Allison feels that if the complete Board and the Airport Manager all go together, it would make a firm impact. "We should be prepared to provide them with statistics on the Santa Fe Airport." The Chair will arrange this appointment.

***Mr. Allison moved to support Chair Cook moving forward to make appointments with the NM Congressional Delegation meeting with the Airport Advisory Board Members and Airport Manager to seek support in keeping the tower open, second by Ms. Hunke, motion carried by unanimous voice vote.***

It was noted that when meeting with the Congressional Delegation a quorum should not exist.

***Staff Follow-Up: Mr. Allison asked that the letter that the Chair wrote to Mayor Coss become part of the record. Letter was not available at time of meeting, staff will provide letter to stenographer and/or city clerk to become part of this meeting packet.***

Ms. Jesson said that her job is to advise and take recommendations to the City Council, even if we had the money to fund the towers; that would not be her

recommendation. Towers are federal and it needs to stay federal. It is important to keep our eye on the ball, airspace is federal. This is probably one main reason our Governor is not getting involved or intervening with the federal government.

The Chair expressed her sincerest of thanks to Mr. Wood for the continued work he does on behalf of the Airport and the Tower.

## **6. REQUEST FOR APPROVAL AIRPORT TRAFFIC CONTROL TOWER LEASE**

**Exhibit B:** Request for approval of Federal Aviation Administration (FAA) Small Lease for Real Property No. DTFACN-13-L-00100 which provides the FAA with space in the Airport Air Traffic Control Tower and System Support Center in the Santa Fe Municipal Airport Terminal Building.

Mr. Montman explained that this lease goes back about 3 1/2 years. The lease agreement is summarized in the memo. Everything that Mr. Montman negotiated with the FAA he won. One of the negotiating points was the FAA wanted Santa Fe Airport to replace the shades in the tower, take responsibility for janitorial and for several other things that never fell under the responsibility of the airport. Essentially this lease is the same we had 3 years ago and they changed the format which created the problems as they included boiler plate wording that the airport has never been responsible for. The rent is \$37,562.40 annually which is about \$3,130 monthly, a \$4,000 increase from the last term contract. Page 2, Services and Utilities are what has been in question for the last 3 years. Reference to Page 11, Security – Section D: It is their lock. No person or individual employed or hired by the Lessor will be permitted access to perform work or provide services in or upon the leased premises unless escorted by a Servicing Security Element (SSE) approved representative. The lease is a boiler plate format. The floor plan that accompanies this lease is accurate. Mr. Montman supports and recommends approval of the proposed lease.

***Mr. Sauter moved to recommend that the Federal Aviation Administration (FAA) Small Lease go forward to the City Council for approval, second by Mr. Talarczyk, motion carried by unanimous voice vote.***

## **7. REQUEST APPROVAL OF CITY NOISE OVERLAY ZONE ORDINANCE**

Discussed at last meeting and the Board was asked to provide any comments or concerns. There were no contributions made by the board so today the board is formalizing the action from last month's agenda. The Airport Manager is recommending approval. (Exhibit C) This is a compilation of all the ordinances that have been circulated and this will make it one ordinance.

Ms. Hunke said that the County Land Use Department is working to finalize the County Code and the Noise Overlay Zone Ordinance is part of the plan.

*Ms. Hunke moved to approve the County Airport Noise Overlay Zone, second by Mr. Allison, motion carried by unanimous voice vote.*

Thank you to Ms. Hunke for carrying forward this endeavor.

*Ms. Hunke moved to have the record reflect that today's agenda relates to the Airport Noise Overlay Zone as City and it should be County, second by Mr. Allison, motion carried by unanimous voice vote.*

**8. AIRPORT REVIEW AND ASSOCIATED REPORTS:**  
**AIRPORT ACTIVITY REVIEW**

Mr. Montman reported that United started their first flight yesterday to Denver. The festivities were well attended by Mayor Coss, three NM State Cabinet Secretary's, Chamber of Commerce representatives and many community leaders and members. There were about 80 people in attendance. Denver weather impaired the flight arriving on a timely manner. People did stay around until the flight arrived. United was very pleased, they had 32 people on their inaugural flight inbound and 12 outbound. The next two flights had over 40 people.

United took the opportunity that day to tell Great Lakes that they are ceasing the co-chair with them on Denver. Great Lakes did have their first flight to Phoenix on May 1, 2013. There are now 3 flights to Denver daily if you take both United and Great Lakes.

Phoenix was a very successful route for the Santa Fe Airport years back.

- Grants Update  
A couple of change orders on the 10-28 project have been processed totaling about \$2000 on the \$400,000 contract. There are still major wiring issues. The contractor was kept on site until they had everything up and running; they had pulled out the FAA cable. Bob Wood provided a more detailed report on the mess the contractor had created. The group was supervised and they still managed to cut cables they should not have. Mr. Wood asked if it was possible to locate the FAA cables like you do the utility cables. Mr. Montman confirmed what the Airport Engineer stated; when they are working on FAA Cable they get FAA out to locate those cables. Still working on closing Grants 34, 35, 36 and 37 and painting continues.
  - 10-28 MIRL construction progress report
  - 10/28 Reconstruction between TWC and RW 2/20 Progress  
No progress. Ms. Jesson has been shown the area and Ken will work with her.
- Wildlife Hazard Assessment submitted to FAA  
Hard copies are now available and it has been submitted to the FAA.
- Part 139 ACM and ERP review

The FAA accepted all of Mr. Montman's requests and he is turning this over to Ms. Jesson; more important her expertise with the Emergency Response Plan. Contact information will need to be changed.

- North Building update  
Continue to follow up on the purchase.
- 02-20MIRL and Taxiway F extension  
We are still on track with the FAA to get the discretionary grant. Ken concurred that all the necessary paper work has been turned in.  
Ken and Francey will continue to work on Taxiway F extension; Francey is familiar with the area and need.
- New entry signs and other upgrades – updates  
New entry signs are up. Is there any chance to correct the sign at the entrance that doesn't have the correct language? Not at this time.
- AAB member search  
Mr. Montman said they are still looking for an AAB member. Mayor has been contacted. Only one candidate has been identified.
- Molzen-Corbin renewal date  
Renewal is on the agenda, needs to be submitted and renewed every year due to purchasing rules. Due: 7/31/2013
- New Leases Update  
Formal request to lease 41/2 acres on the far north of the airport.  
Tri state lease was approved. Work is in process.  
Received 135 lot request to be leased, moving forward.
- Paint Plan – Airport surfaces  
We have eradicated several lines and we need to paint the equipment lines.
- Skymaster was sold at auction for \$1900.
- Antenna for the hangar has been approved by the FAA.

#### **-ATC TRAFFIC OPERATIONS/COUNTS REPORT**

**Exhibit D – 2013 Santa Fe Municipal Airport Operations**

#### **-AIRPORT NOISE COMPLAINTS REPORT**

No noise complaints in April.

#### **-AIRLINE ENPLANEMENT/DEPLANEMENT REPORT**

Exhibit D – Page 3

Enplanement: \$3,962 –increase of 600

Deplanement: \$3,864 for a total of 78.6

We have always used 80,000 as the goal for enplanements.

United report will be included in this monthly.

#### **-MONTHLY AIRPORT REVENUE REPORT**

Significant revenue which includes the landing fees.

Terminal rent concessions is in the wrong category, will be fixed for the next meeting. Bottom line numbers are correct.

Administration went through the budget process with the city, asked for a maintenance man, and this request was denied. Budget is in the black, it was approved with very little discussion. Mr. Bulthuis said that this was one of the smoothest budget processes.

Mayor Coss has announced that he is not running for re-election.

Mr. Allison asked if the Administrative Assistant position has been approved. The City Manager has not given his full approval. Mr. Bulthuis said that the City Council approval of the budget will take place first; the Human Resources part will take place after that.

**9. ITEMS FROM THE FLOOR**

**None**

**10. ITEMS FROM THE BOARD**

Mr. Allison said he tried to fly out of Santa Fe to Pensacola 3 weeks in advance and the cost was approximately \$1100 round trip. Mr. Allison was told that the flights are running full this summer. Santa Fe flights are hot and high cost.

The Chair had a request to research the fuel cost here in Santa Fe. Ms. Hunke said that Los Alamos cost for fuel was less expensive at \$5.45. It was requested that the report on fuel purchase be brought to the next meeting for information. Troy said that he would maintain a competitive price for fuel with airports nearby. There is nothing in their lease that requires them to do anything else. FAA does not allow airport management to ask them to set their prices.

Airport Manager said the best thing to do is to encourage competition.

**11. ITEMS TO BE DISCUSSED AT THE JUNE 6, 2013 AIRPORT ADVISORY BOARD MEETING**

**Fuel prices.**

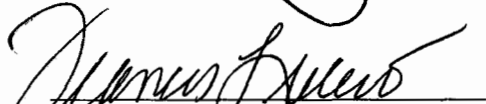
**12. ADJOURN**

**There being no further business to come before the Airport Advisory Board, the meeting was adjourned at 5:35 pm.**

**Signature Sheet:**

A handwritten signature in cursive script, appearing to read 'Carolyn Cook', written over a horizontal line.

**Carolyn Cook, Chair**

A handwritten signature in cursive script, appearing to read 'Frances Lucero', written over a horizontal line.  
**Frances Lucero, Stenographer**

# United States Senate

WASHINGTON, DC 20510

May 2, 2013

The Honorable Ray LaHood  
Secretary  
U.S. Department of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

The Honorable Michael Huerta  
Administrator  
Federal Aviation Administration  
U.S. Department of Transportation  
800 Independence Avenue, SW  
Washington, DC 20591

Dear Secretary LaHood and Administrator Huerta:

As you know, Congress recently passed legislation giving the Secretary of Transportation the flexibility needed to avert air traffic controller furloughs and contract tower closures. We urge you to ensure that in addition to ending furloughs for 47,000 FAA employees, the agency also end the planned closure of 149 contract towers. This legislation gives FAA the flexibility and funding it needs to do both. Anything short of ending both the furloughs and contract tower closures would ignore the flexibility outlined in Section 2 (c). Our support of this legislation was based on the understanding that the contract towers could be fully funded.

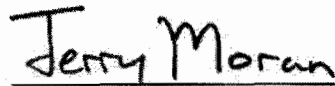
While ending furloughs for tens of thousands of FAA personnel is a common sense decision due to the impact that flight delays had on the traveling public, we are equally concerned about the status of the contract tower program. The contract tower program is a vital public safety and economic development asset for dozens of communities – many of them rural – in every corner of the country. These municipalities depend on the contract tower program to provide commercial and general aviation services, jobs, and in many cases, support for a variety of air ambulance facilities. The disruption that the combined closure of 149 contract towers would have starting June 15th would certainly go against the recently enacted legislation, which allows the U.S. Department of Transportation to “prevent reduced operations and staffing of the FAA during FY 2013 to ensure a safe and efficient air transportation system.”

By providing up to \$253 million in funding authority – far above the amount required to prevent furloughs – Congressional intent is clear: the FAA should prevent the slated closure of 149 contract towers by fully funding the contract tower program.

Sincerely,




RICHARD BLUMENTHAL  
United States Senate




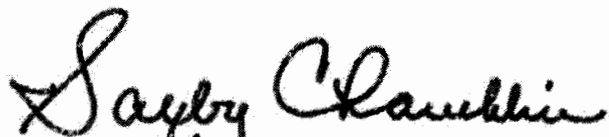
JERRY MORAN  
United States Senate


*Exhibit A*

  
KELLY AYOTTE  
United States Senate

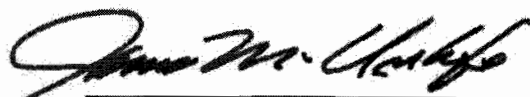
  
ROY BLUNT  
United States Senate


  
RICHARD BURR  
United States Senate


  
SAXBY CHAMBLISS  
United States Senate


  
MIKE CRAPO  
United States Senate


  
CHARLES E. GRASSLEY  
United States Senate

  
JAMES INHOFE  
United States Senate

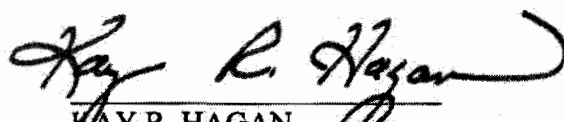
  
MAX BAUCUS  
United States Senate


  
JOHN BOOZMAN  
United States Senate

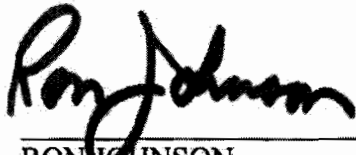
  
MARIA E. CANTWELL  
United States Senate

  
TOM A. COBURN  
United States Senate

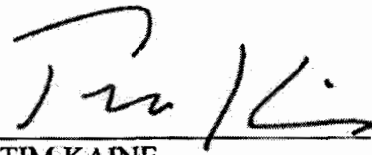
  
AL FRANKEN  
United States Senate

  
KAY R. HAGAN  
United States Senate

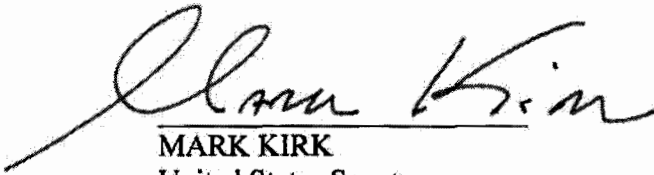
  
JOHNNY ISAKSON  
United States Senate



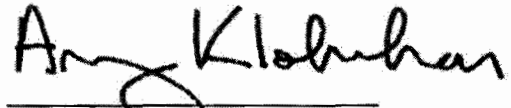
RON JOHNSON  
United States Senate



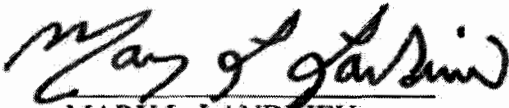
TIM KAINE  
United States Senate



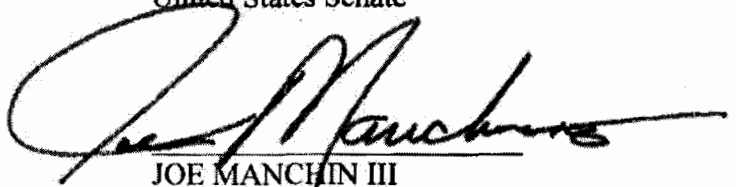
MARK KIRK  
United States Senate



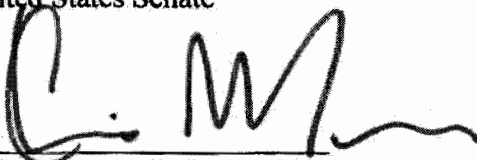
AMY KLOBUCHAR  
United States Senate



MARY L. LANDRIEU  
United States Senate



JOE MANCHIN III  
United States Senate



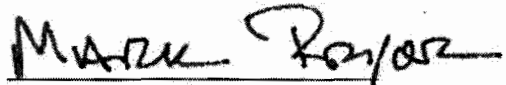
CHRISTOPHER S. MURPHY  
United States Senate



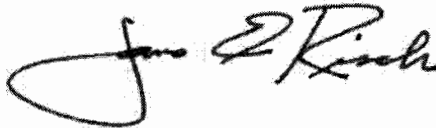
BILL NELSON  
United States Senate



ROB PORTMAN  
United States Senate



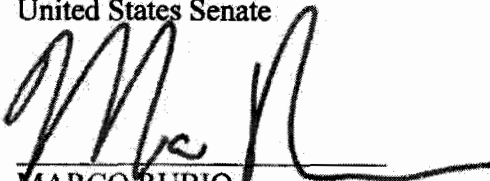
MARK PRYOR  
United States Senate



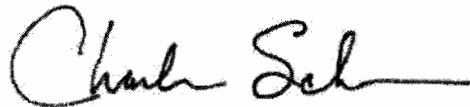
JAMES E. RISCH  
United States Senate



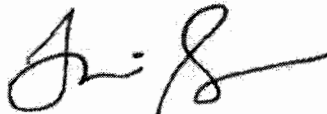
PAT ROBERTS  
United States Senate



MARCO RUBIO  
United States Senate



CHARLES E. SCHUMER  
United States Senate



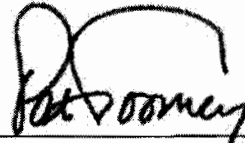
TIM SCOTT  
United States Senate



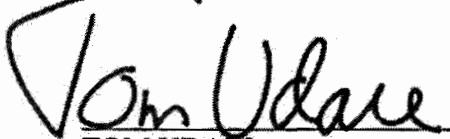
JEANNE SHAHEEN  
United States Senate



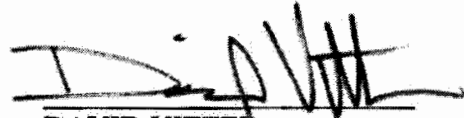
JOHN THUNE  
United States Senate



PATRICK J. TOOMEY  
United States Senate



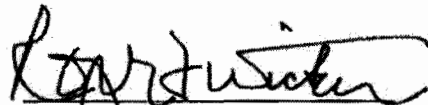
TOM UDALL  
United States Senate



DAVID VITTER  
United States Senate



MARK R. WARNER  
United States Senate



ROGER F. WICKER  
United States Senate



FRANK R. LAUTENBERG  
United States Senate



ROBERT P. CASEY JR.  
United States Senate



ROBERT MENENDEZ  
United States Senate

## YAHOO! NEWS

**Officials say threatened FAA towers to remain open****AP** By DAVID ESPO | Associated Press – Tue, Apr 30, 2013

WASHINGTON (AP) — Transportation Secretary Ray LaHood has assured lawmakers the Obama administration will prevent the closure of 149 small airport towers as well as end furloughs of air traffic controllers nationwide as a result of legislation passed by Congress, according to officials involved in negotiations on the bill.

The disclosure came as senators sought signatures on a letter to LaHood saying that their support of the legislation "was based on the understanding that the contract towers would be fully funded." In all, 149 towers are ticketed for possible closure beginning June 15 as the FAA carries out its share of the \$85 billion in across-the-board budget cuts that took effect in March at numerous federal agencies.

The letter said the towers, which are staffed by employees under contract to the FAA, are a "vital public safety and economic development asset for dozens of communities - many of them rural - in every corner of the country." It was circulated by Sens. Jerry Moran, R-Kan., and Richard Blumenthal, D-Conn.

The developments coincided with congressional passage during the day of a follow-up bill that fixed a stenographic error in legislation that cleared late last week. It was designed to give LaHood flexibility to shift up to \$253 million among various accounts to "prevent reduced operations and staffing of the FAA," but the original measure lacked the letter "s" on the word "accounts."

President Barack Obama is expected to sign the bill quickly.

Sen. John Thune, R-S.D., the senior Republican on the Senate Commerce Committee, said he met with LaHood on Thursday and spoke with him again the following day about the legislation. "I think his expectation is there is enough money and enough flexibility for him to" keep the towers open and end the furloughs of FAA employees, the South Dakotan said in a telephone interview.

"I would expect him to address that based on the discussions that took place."

He added that when he and Sen. Jay Rockefeller, D-W. Va., met last week with LaHood and FAA administration Michael Huerta, "it was understood they would take care of both of those issues if we gave them the money." Other officials said LaHood had provided similar assurances, although they spoke on condition of anonymity because they lacked authority to be quoted by name.

A spokesman for LaHood said the department was reviewing the legislation and will make a decision about the towers.

The impetus for the legislation was private pressure from the airlines whose business was disrupted by air traffic furloughs, coupled with public outrage from travelers who were forced to endure delays.

But political calculations also figured into a mini-drama that resulted in the bill's passage late last week, as Obama and Republicans continue to blame one another for the inconveniences caused by across-the-board spending cuts.

The White House abruptly retreated under pressure last Wednesday when it indicated it would accept an easing of the FAA cuts while leaving the balance of the \$85 billion in reductions unchanged. Given lengthy political struggle surrounding across-the-board cuts, the issue was sensitive enough so that when Sens. Susan Collins, R-Maine and Mark Udall, D-Colo., initially proposed legislation that explicitly said the measure would assure the towers remain open, Senate Majority Leader Harry Reid, D-Nev., objected, according to several officials briefed on the discussions.

The wording was altered to drop the explicit reference, although the flexibility to keep the towers open was retained. It was not clear whether Reid insisted on his own behalf, as a proxy for other Democrats, or on behalf of the White House. But it was not the first time the leader has become involved in a struggle over the fate of the towers.

*Exhibit A-1*

When the Senate was debating a different measure earlier in the year, he quietly prevented Moran from gaining a vote on a stand-alone proposal to keep the towers open.

A spokesman for Reid was not immediately available to comment.

Huerta testified recently that the cost of cancelling FAA furloughs would be \$220 million through Sept. 30, leaving about \$33 million in freed-up funding to maintain the towers. He also said the agency is working with about 50 communities and airport operators in hopes of arranging alternative funding.

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# City of Santa Fe, New Mexico

## memo

**DATE:** May 2, 2013  
**TO:** PUBLIC WORKS COMMITTEE  
**VIA:** JON BULTHUIS, TRANSPORTATION DEPARTMENT  
DIRECTOR  
**FROM:** FRANCEY JESSON, AIRPORT MANAGER

### ITEM & ISSUE:

Request for approval of Federal Aviation Administration (FAA) Small Lease for Real Property No. DTFACN-13-L-00100 which provides the FAA with space in the Airport Air Traffic Control Tower and System Support Center in the Santa Fe Municipal Airport Terminal Building.

### BACKGROUND & SUMMARY:

The FAA currently leases space in the terminal building for operation of an Air Traffic Control Tower. The lease (FAA No. DTFA07-94-L-01100) expired on September 30, 2010, and FAA has been in holdover ever since. The FAA requested a new lease with the same general terms and conditions, (minus 192 square feet of space in an unused utility building) as the expired lease, but the FAA and Airport were unable to come to agreement regarding the Airport's responsibility for facility maintenance, custodial and security of the leased premises. FAA has finally agreed to all the Airport's terms, and a new lease, which increases the rental amount to \$37,562.40 per annum, is attached for your consideration and approval.

The new lease would commence on **October 1, 2012**, backdated to coincide with the Federal fiscal year, and end on September 30, 2017.

### ACTION REQUESTED:

Request for approval of Federal Aviation Administration (FAA) Small Lease for Real Property No. DTFACN-13-L-00100 which provides the FAA with space in the Airport Air Traffic Control Tower and System Support Center in the Santa Fe Municipal Airport Terminal Building.

*Francey Jesson*



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

Southwest Region  
Logistics Service Area

2601 Meacham Blvd.  
Fort Worth, TX 76137

APR 16 2013

Mr. James Montman  
Airport Manager  
Santa Fe Municipal Airport  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

Dear Mr. Montman:

Subject: Expired Lease No. DTFA07-04-L-01100  
Succeeding Lease No. DTFACN-13-L-00100  
SAF - ATCT/SSC  
Santa Fe Municipal Airport  
Santa Fe, New Mexico

As you are aware, the Federal Aviation Administration's (FAA) Lease No. DTFA07-04-L-01100 providing the FAA space for the Airport Traffic Control Tower (ATCT) and System Support Center (SSC) on Santa Fe Municipal Airport, Santa Fe, New Mexico, expired on September 30, 2010. The FAA continues to have an ongoing need to occupy the premises.

In accordance with our telephone conversations and recent emails, enclosed are three (3) copies of succeeding Lease No. DTFACN-13-L-00100 at the increased annual rental amount of \$37,562.40, payable monthly at \$3,130.20.

Please have all copies signed and dated, have completed the municipal certificate, the Architectural Barriers Act Accessibility Standard (ABBAS) compliance report and return all copies to the FAA in the enclosed postage-paid envelope. When received, a fully executed copy will be returned to you for your records.

Sincerely,

Glen D. Batts  
Real Estate Contracting Officer

3 Enclosures

**U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION  
ADMINISTRATION**

**SMALL LEASE for REAL PROPERTY**

**Lease No: DTFACN-13-L-00100**

**Contract Airport Traffic Control Tower/System Support Center (ATCT/SSC)**

**ATID: (SAF)**

**Santa Fe Municipal Airport**

**Santa Fe, New Mexico**

1. THIS LEASE (9/98), entered into by and between City of Santa Fe, New Mexico whose interest in the property hereinafter described is that of Owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises:

Approximately 1,998 square feet of technical/office space in the Airport Traffic Control Tower (ATCT) at Santa Fe Municipal Airport located at 121 Aviation Drive, Suite 7, Santa Fe, NM 87507-8497. Said approximate space is defined as: 1st floor - 348 square feet; 2nd floor - 1003 square; 3rd floor - 225 square feet; and tower CAB - 422 square feet; more particularly shown on Drawing Nos. SAF-ATCTMOD-E01-02, SAF-ATCTMOD-E02-02, and SAF-ATCTMOD-E03-02; dated 11-1-94, identified as Exhibits A, B, and C respectively, attached hereto and made a part hereof.

3. TERM (1/01) - To have and to hold, for the term commencing on October 1, 2012 and continuing through September 30, 2017, inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after October 1, 2012, by giving at least thirty (30) days notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of \$37,562.40 per annum payable at the rate of \$3,130.20 per month will be payable to the LESSOR in arrears and will be due on the first workday of each quarter, without the submission of invoices or vouchers. Subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month will be prorated.

Checks will be made payable to: City of Santa Fe New Mexico, P.O. Box 909, Santa Fe, NM 87504-0909.

Base rental:	\$15.00 psf
All Utilities:	\$ 2.00 psf
<u>Services &amp; Maintenance</u>	<u>\$ 1.80 psf</u>
	\$18.80 psf

Space 1,998 sf @ \$18.80 psf = \$37,562.40 per annum

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent. Services will be Building Standard, unless level of service is prescribed elsewhere in the lease.) (10/96)

Services, utilities, and maintenance will be provided daily, extending from 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

**ELECTRICITY**

**WATER (hot & cold)**

**SNOW & ICE REMOVAL**

**TRASH REMOVAL (Dumpster access for trash disposal only)**

**CHILLED DRINKING WATER**

**HVAC 68 to 74 DEG. F (The Lessor will be responsible for controlling the established temperatures cooling/heating in the entire leased premises with the exception of the equipment room)**

**PEST CONTROL**

**GROUND MAINTENANCE**

**INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS (applicable only to exit signs and cab ceiling can lights)**

**EXTERIOR & INTERIOR DOOR LOCKS AND HARDWARE** Designed to accept 7-pin removable cores manufactured "Best Lock", which will be supplied by the Government.

**CARPET REPLACEMENT-** Includes moving and return of furniture when replacing carpeting every 8 years or when the following happens:

- 1) Backing or underlayment is exposed.
- 2) There are noticeable variations in surface color or texture.

**7. GENERAL CLAUSES:**

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if

environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease, in good repair and tenable condition. In addition, the Lessor agrees to maintain/repair HVAC window units installed in the Air Traffic Managers office, breakroom and training room. The Government agrees to only maintain/repair Government-owned HVAC window units installed in the equipment room.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations.

e. CONTRACT DISPUTES (11/03)

All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions.

A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration, 800 Independence Avenue, S.W., Room  
323, Washington, DC 20591,  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. PROTEST (11/03)

Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,  
Washington, DC 20591  
Telephone: (202) 267-3290; or  
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

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**2.6.9 Small Space Lease Form**

April 2010

OMB Control No. 2120-0595

The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

g. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the LESSOR and the LESSOR's heirs, executors, administrators, successors, and assigns.

h. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

i. INSTALLATION OF ANTENNAS, CABLES AND OTHER APPURTENANCES  
The Government shall have the right during the existence of this lease, subject to the Lessor's approval not to be unreasonably withheld, to install, operate and maintain antennas, wires and their supporting structures including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government and any such antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits shall remain the property of the Government and may be removed or otherwise disposed of by the Government subject to the Lessor's approval not to be unreasonably withheld.

j. INTERFERENCE (10/08)  
Should interference with the lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the lessor's facility interferes with FAA's equipment then the lessor will correct the problem immediately.

k. SUBLEASE (10/96)  
The Government reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the Government is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

l. The following clauses are incorporated by reference: Upon request the full text will be provided by the RECO.

DEFAULT BY LESSOR (10/96)  
COMPLIANCE WITH APPLICABLE LAWS (10/96)  
OFFICIALS NOT TO BENEFIT (10/96)  
COVENANT AGAINST CONTINGENT FEES (8/02)  
ANTI-KICKBACK (10/96)  
EXAMINATION OF RECORDS (10/96)  
ASSIGNMENT OF CLAIMS (10/96)  
SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)  
INTEGRATED AGREEMENT (10/96)

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#### **2.6.9 Small Space Lease Form**

April 2010

OMB Control No. 2120-0595

EQUAL OPPORTUNITY (10/96)  
AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM  
ERA VETERANS (10/96)  
AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)  
CCR (10/06)  
EFT(10/06)

8. ATTACHMENTS (8/02) See herein attached –

Attachment A

Exhibit "A" - Floor Plan (SAF-ATCTMCD-E01-02)  
Exhibit "B" - Floor Plan (SAF-ATCTMCD-E02-02)  
Exhibit "C" - Floor Plan (SAF-ATCTMCD-E03-02)  
Operation Agreement for Airport Traffic Control Tower  
ABAAS Compliance Report

IN WITNESS WHEREOF, the parties hereto have signed their names:

9a. NAME AND TITLE OF LESSOR/OWNER ( <i>Type or Print</i> )	9b. SIGNATURE OF OWNER	9c. DATE  (10/96)
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA		
UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
10a. NAME OF REAL ESTATE CONTRACTING OFFICER ( <i>Type or Print</i> )  Glen D. Batts	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	10c. DATE  (10/96)

ATTACHMENT A

Small Space Lease

No. DTFACN-13-L-00100

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes will be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased premises and areas connected to or integrated with the leased premises. Whenever FAA Standards require work processes or precautions to be provided, the LESSOR will coordinate with the FAA during the work so that proper requirements are met.

II. SECTION B - SAFETY AND FIRE PREVENTION

B1-Fire and Safety Requirements (8/02)

All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems will be brought into compliance according to the current edition of NFPA. The building will, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station will be accomplished through the building fire alarm system. Regardless of code requirements when the leased premises (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system will be provided, maintained, and tested by the LESSOR in accordance with NFPA Standard No. 71 and 72 in buildings, which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, will be maintained in accordance with the manufacturers recommendations.

Fire-safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the RECO, if certified by a Licensed Fire Protection Engineer. Portable fire extinguishers will be provided, inspected, and maintained by the LESSOR in accordance with NFPA Standard No.10.

B2-Halon (8/02)

Wherever halon is used in a facility as a fire extinguishing system, the LESSOR will comply with all NFPA standards regarding use of and safety requirements for the use of halon.

B3-Indoor Air Quality (8/02)

The LESSOR will control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO<sub>2</sub> - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased premises will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation will be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. The FAA HVAC Checklist will be reviewed with the Preconstruction checklist at the preconstruction meeting.

The LESSOR will promptly investigate indoor air quality (IAQ) complaints and will implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided for all cleaning solutions used in the FAA spaces.

B4-OSHA Requirements (10/96)

The LESSOR will provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

B5-Radon (10/96)

Radon levels in leased premises to the FAA will not equal or exceed the EPA action level for homes of four (4) picocuries per liter (PCI/L). If radon levels are found to be at or above 4 PCI/L, the LESSOR will develop and promptly implement a plan of corrective action.

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**2.6.9 Small Space Lease Form**

April 2010

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B6-Refrigerants (8/02)

The LESSOR will identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease will provide for use of refrigerants consistent with EPA and ASHRAE requirements.

B7-Warranty Of Space (8/02)

- a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the LESSOR warrants that all leased premises to the Government under this contract, spaces above suspended ceilings in the leased premises, air plenums elsewhere in the building which service the leased premises, engineering spaces in the same ventilation zone as the leased premises, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The RECO will notify the LESSOR in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, LESSOR would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.
- b) The leased premises will be free of all asbestos-containing material, PCBs, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased premises the Government reserves the right to require the LESSOR, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the RECO.
- c) If the LESSOR fails, after receipt of notice, to make correction within the specified period of time, the Government will have the right to make correction and charge to the LESSOR the costs occasioned to the FAA or terminate the lease agreement at no cost to the Government.
- d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.
- e) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the leased premises to the Government, spaces above suspended ceilings in the leased premises, air plenums elsewhere in the building which service the leased premises, public spaces, engineering spaces in the same ventilation zone as the leased premises and common use space (e.g., lobbies, hallways). Following such abatement actions, the LESSOR will adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

#### IV. SECTION C MISCELLANEOUS

##### C1 - Non-Restoration (10/96)

The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the LESSOR in writing.

C2 - Occupancy Permit (8/02) - The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officers discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the LESSOR, and activities of other occupants, will be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the LESSOR's expense.

C3 - Holdover – If after the expiration of this lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the leased premises.

C4 - Erection of Signs – The Government shall have the right to erect or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the lease.

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#### **2.6.9 Small Space Lease Form**

April 2010

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C5 - Lessor Access

The Lessor has the right at all reasonable times upon reasonable notice to the Government to enter the premises for the purpose of inspection and to perform obligations of the Lessor under this Lease Agreement. It is expressly understood, however, that the proper Government authority may limit or restrict the right of access herein granted in any manner considered by such authority to be necessary for the national security.

V. SECTION D SECURITY REQUIREMENTS

D1 Facility Security (4/09) - Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels.

The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

Contact your local Servicing Security Element (SSE) at 817-222-5741 for a list of your security requirements.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

D2 - Security Screening of Persons or Individuals Employed or Hired by Lessor/Contractors - The Lessor/Contractor shall provide a level of security, which reasonably deters unauthorized entry to the premises leased by the Government during non-duty hours, and deters loitering or disruptive acts in or upon the leased premises during hours of operation by the Government. If the Lessor/Contractor provides janitorial, construction, maintenance, property management, or alteration/repair services under the terms of the lease, the Government may investigate any person(s) or individual(s) employed or to be hired by the Lessor/Contractor to perform work or provide services in or upon the premises leased by the Government.

***Note: No person or individual employed or hired by the Lessor will be permitted access to perform work or provide services in or upon the leased premises unless escorted by a Servicing Security Element (SSE) approved representative.***

**MUNICIPAL CERTIFICATE**

If agreement is made with State, County, Municipality or other Public Authority, the following certificate shall be executed by an authorized official:

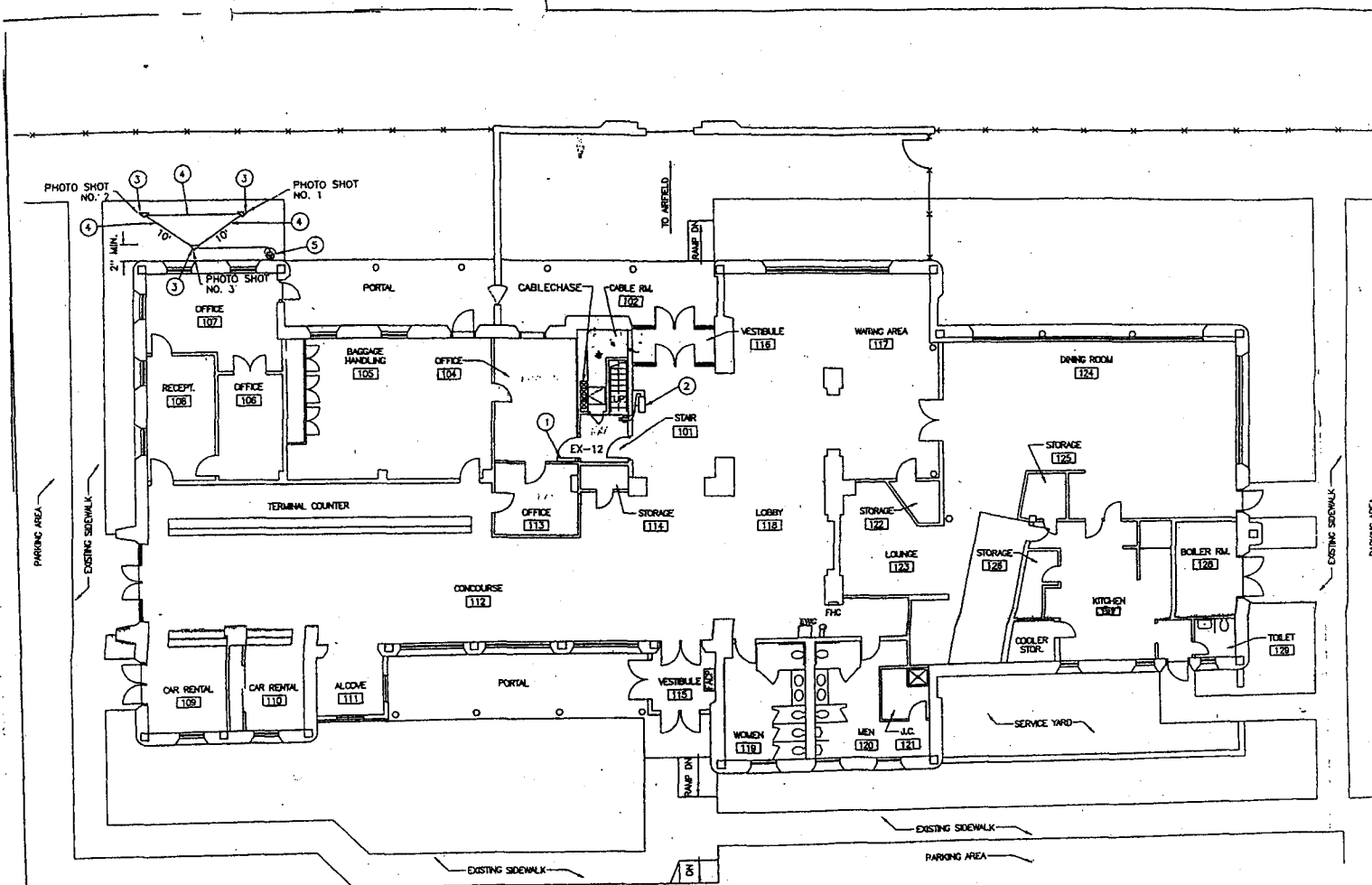
I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the  
(Name) (Title)

Owner named in the foregoing agreement: that \_\_\_\_\_  
(Name of Person Executing Lease)  
who signed said agreement on behalf of said Public Authority and was then

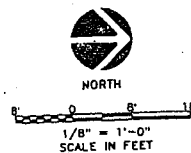
\_\_\_\_\_ of that Public Authority and said agreement was duly  
(Executing Person's Title)  
signed for and in behalf of said \_\_\_\_\_ by authority of its governing body, and is  
within the scope of its powers.

Signed: \_\_\_\_\_

(Authority Seal)



1 FIRST FLOOR PLAN  
E01 1/8"=1'-0"



# ELECTRICAL NOTES:

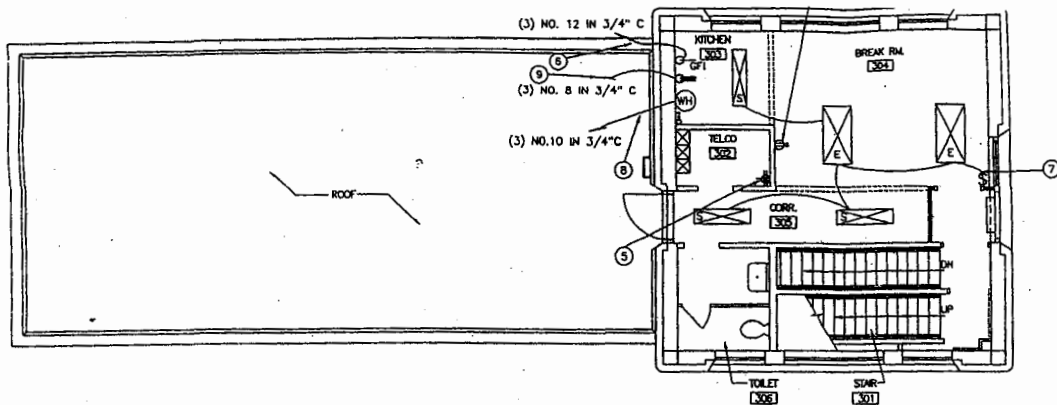
- 1 POWER PANEL EX. 120/240V. 1PH. 60HZ. 70A MAX.
- 2 CFM VIDEO CAMERA, AUTO IRIS LENS AND MOUNT AT 96" AFF. FURNISH AND INSTALL (2) #12 AWG IN 3/4" CONDUIT AND ELECTRICAL OUTLET FROM PANEL EX. FURNISH AND INSTALL ROSSCO COAX CABLE AND CONDUIT TO CONTROL CAB THROUGH CABLE CHASE. (VCON NO.VC2200-12 W/ V6-1.4CS-G LENS)
- 3 3/4" X 10" AROUND RODS ADJACENT TO BUILDING. EXOTHERMICALLY WELDED TO COUNTERPOISE AND DOWN CONDUCTOR.
- 4 4/0 BARE COUNTERPOISE BETWEEN ALL GROUND RODS AT 24" BELOW GRADE IN SELECT BACKFILL. EXOTHERMICALLY WELDED TO GROUND RODS.
- 5 500 MCM THWN DOWN CONDUCTOR FROM 3/4" X 10" GROUND ROD TO SIGNAL GROUND PLATE LOCATED IN SECOND FLOOR EQUIPMENT ROOM. PROTECT CONDUCTOR WITH 36" LONG PVC CONDUIT AT GRADE LEVEL.

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
SOUTHWEST REGION ATCT FORT WORTH, TEXAS

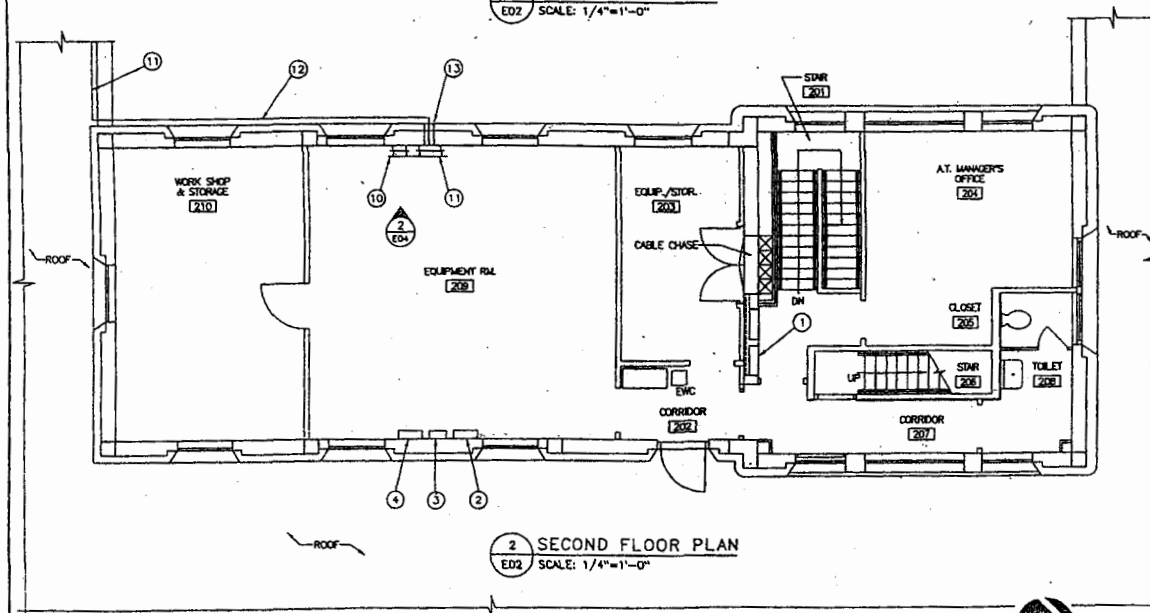
## FIRST FLOOR PLAN

SANTA FE (SANTA FE MUNICIPAL AIRPORT) NEW MEXICO

DESIGNER ORIGINAL SIGNED BY: GARY W. RAY	APPROVER ORIGINAL SIGNED BY: JOHN K. MARUT
SUPERVISOR OF SECTION, ASW-454	MANAGER OF BRANCH, ASW-450
ISSUED BY: DIVISION	DATE: 09-23-92
AIRWAY FACILITIES DIVISION	SAF-ATCTMOD-E01-02



1 THIRD FLOOR PLAN  
ED2 SCALE: 1/4"=1'-0"



2 SECOND FLOOR PLAN  
ED2 SCALE: 1/4"=1'-0"



- (2) POWER PANEL D.
- (3) SURGE ARRESTER FOR POWER PANEL D.
- (4) POWER PANEL C.
- (5) QUAD OUTLET IN TELCD. ROOM 302 - (3) NO. 12 IN 3/4" CONDUIT TO PANEL E, CIRCUIT 18. (20 AMP SINGLE POLE BREAKER).
- (6) REFRIGERATOR AND EXHAUST HOOD RECEPTACLES AT 63" A.F.F., WIRED TO PANEL "E", CIRCUIT 14. (3) NO. 12 IN 3/4" C AND 20 A 1 POLE BREAKER.
- (7) LIGHTING CIRCUIT FOR LIGHTS IN BREAKROOM. SURFACE MOUNTED FLUORESCENT FIXTURES 2' X 4', 3 BULB WRAPAROUNDS. (3) NO. 12 IN 3/4" C AND 20 A 1 POLE BREAKER PANEL "E" CIRCUIT 20.
- (8) CIRCUIT FOR WATER HEATER. (3) NO. 10 IN 3/4" C TO PANEL E CIRCUIT 18. 2000 WATT SINGLE ELEMENT 120V. SINGLE ELEMENT 120V. 30 AMP 1 POLE BREAKER.
- (9) 240V RANGE RECEPTACLE IN KITCHEN, ROOM 303. (3) NO. 8 IN 3/4" C TO PANEL "E", CIRCUIT 17 AND 19. 40 AMP 2 POLE BREAKER.
- (10) SIGNAL GROUND PLATE.
- (11) 500 MCM THWN CONDUCTOR THRU PENETRATION IN EXTERIOR WALL IN 2" PVC SLEEVE FROM MAIN GROUND PLATE TO 3/4" X 10" GROUND ROD AT GRADE LEVEL. SEE SAF-ATCTMOD-E01 FOR CONTINUATION. SEE SAF-ATCTMOD-E04 FOR DETAIL.
- (12) SECURE CABLE EVERY 5 FEET.
- (13) SEAL 2" SLEEVE WITH DUCT SEAL AND SILICONE CAULK TO WEATHERTIGHT.

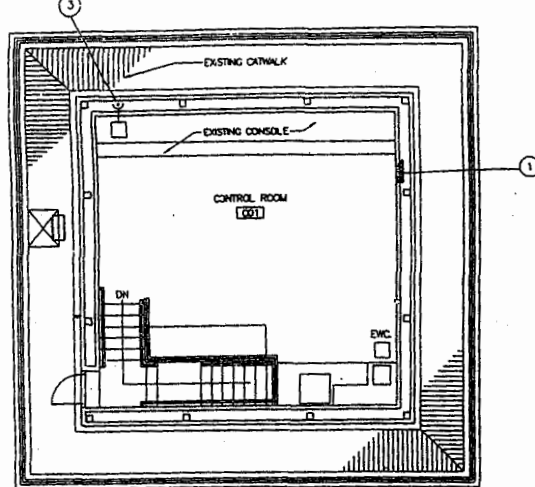
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
SOUTHWEST REGION  
ATCT  
FORT WORTH, TEXAS

## SECOND AND THIRD FLOOR PLANS

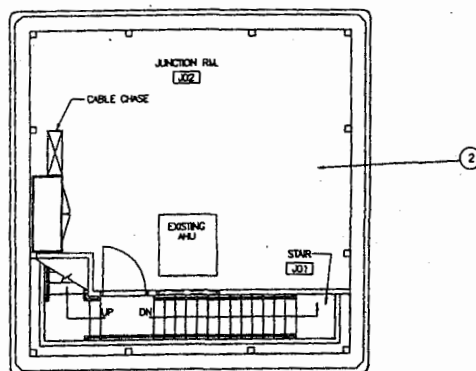
SANTA FE (SANTA FE MUNICIPAL AIRPORT) NEW MEXICO  
REVISION ORIGINAL SIGNED BY: GARY W. RAY  
APPROVAL ORIGINAL SIGNED BY: JOHN K. WARRIT  
SUPERVISOR OF SECTION, ASW-454  
MANAGER OF BRANCH, ASW-450  
ISSUED BY: AIRWAY FACILITIES  
DIVISION  
SAF-ATCTMOD-E02-02

NO.	DATE	DESCRIPTION	BY	CHECKED
2	11-1-84	PLAN OF RECORD	CMD	SOC
1	8-10-84	REVISED PER CITY COMMENTS	CAB	SOC
REV.	DATE	DESCRIPTION	BY	CHECKED

EXHIBIT "B"

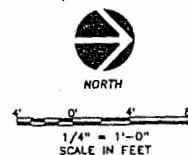


CAB FLOOR PLAN (FIFTH FLOOR)  
1/4"=1'-0"



JUNCTION FLOOR PLAN (FOURTH FLOOR)  
1/4"=1'-0"

EMERGENCY PANEL E				240/120V, 1 PH-3W, S/N, W/GND 100 AMP M.L.D. MAIN BREAKER ALL BRANCH C/B'S SHALL BE 10,000 A.I.C. MIN. AT 120/208V AC GE NO. DB1A7F	
RECESSED MOUNTED LOCATION: CONTROL CAB FED FROM: PANEL 'A' (ROOM 200)					
DESCRIPTION	AMP			AMP	DESCRIPTION
EMCOR DESKS	15	1	2	15	CEILING LIGHTS
BUZZER, RECEPT.	15	3	4	15	BLOWERS
REAR SPOT LIGHTS	15	5	6	15	FRONT SPOT LIGHTS
LIGHT GUNS	15	7	8	15	NORTH RECEPTACLE
FDIO EQUIP.	15	9	10	15	OBSTRUCTION LIGHTS
110V DC RECTIFIER	15	11	12	20	GFI RECEPTACLE COUNTER
ASR TELETYPE	15	13	14	20	REFRIGERATOR
COFFEE MACH./MICRO.	15	15	16	20	TELCO OUTLET
OVEN/RANGE	40	17	18	30	WATER HEATER
		19	20	20	LIGHTS BRKRM.



- 2 CONDUITS FOR BREAKROOM CIRCUITS ARE ROUTED THROUGH JUNCTION FLOOR WITH FIRESTOP AT PENETRATIONS.
- 3 VIDEO MONITOR ON CONSOLE TOP. ROUTE RG59/U COAX FROM CABLE CHASE TO CONSOLE TOP. NO CONDUIT IS REQUIRED FROM CABLE CHASE TO CONTROL CAB LEVEL (MCON VM5092).

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
SOUTHWEST REGION ATCT FORT WORTH, TEXA

# JUNCTION AND CAB FLOOR PLANS

SANTA FE (SANTA FE MUNICIPAL AIRPORT) NEW MEXICO  
 SUBMITTER ORIGINAL SIGNED BY: GARY W. RAY  
 APPROVER ORIGINAL SIGNED BY: JOHN K. MARUT  
 SUPERVISOR OF SECTION, ASW-454 MANAGER OF BRANCH, ASW-450  
 ISSUED BY: AIRWAY FACILITIES  
 DIVISION: SAF-ATCTMOD-E03-02

EXHIBIT "C"

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

**OPERATION AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER**

I. THIS AGREEMENT is hereby attached to and made a part of ATCT space lease by and between the United States of America, acting by and through the Federal Aviation Administration, hereinafter called the Government and the City of Santa Fe, New Mexico, operating its airport known as Santa Fe Municipal Airport, located in Santa Fe, New Mexico, hereinafter called the Airport. This Agreement shall be executed by the parties hereto independently of said ATCT space lease to which it is a part.

II. WHEREAS, an Airport Traffic Control Tower (ATCT) will be or has been erected on the plot described in the ATCT space lease by and at the expense of the Government; and

III. WHEREAS, it is in the public interest that the above described ATCT be operated by the Government, subject to the availability of funds, in accordance with standards established by the Government;

IV. NOW, THEREFORE, the Airport agrees to the following conditions:

1. The Airport shall, at no expense to the Government, provide the lighting control panels in the said Tower and shall provide all electrical circuits and current, on a continuing basis, necessary for the operation of boundary, flood and obstruction lights, including those which may be operated by the Government; all airport lighting which the Government determines is essential to aircraft operations, including the foregoing, and all such air traffic control devices which are designed to be directly or remotely controlled from the Airport Traffic Control Tower and the Airport shall be responsible for the proper and continued functioning of any locally installed lights or other device placed under the Government's control.

2. The Airport shall be responsible for the proper and continued functioning of all equipment and devices which the Government determines are necessary for air traffic control, but which cannot be placed in operation or controlled from said Tower, or are not otherwise operated by or under the control of the Government.

3. The Airport shall promptly advise the Government's duly authorized representative(s) in said Tower of any conditions which render all, or any, area(s) of the Airport unsafe for normal utilization by aircraft and will, upon demand, appropriately mark any such area(s) in a manner approved by the Government which properly indicates the existing condition(s); the Lessor shall promptly give notice to the Government's Tower representative(s) prior to the time any maintenance or construction is begun on the airport landing area unless such

action is in accordance with a schedule which has been previously coordinated with the said Tower; said notice shall be given not less than thirty (30) days prior to the scheduled date from beginning the first item of construction and/or maintenance on the schedule.

4. The Government shall have absolute control of the operation of said Tower and its associated facilities at all times and shall not be subject to direction from the Airport in this regard. In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended ( 28 U.S.C. 2671, et. seq.), hereafter termed "The Act," the government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of any employees of the Government while acting within the scope of his office or employment under the same circumstances where a private person would be liable in accordance with the law of the place where the Act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

5. The Airport, upon request from the Government, agrees to provide two-way ground control communication equipment in its maintenance and emergency vehicles scheduled to regularly operate in the airport landing area, and such equipment shall be capable of maintaining radio communications with the ATCT on said Airport.

6. The Airport, agrees to pay (and the Government shall not pay any part of such costs other than those provided by any existing Federal Aid to Airports Programs) for the relocation of said Tower and its associated facilities if such relocation is made necessary by Airport improvement or changes which impair the technical and/or operational characteristics of said Tower and its associated facilities.

7. The Airport shall, as a protection to the proper operation of the ATCT by the Government, prohibit and refrain from the erection or construction of any structures or improvements which may interfere with the visibility of the Air Traffic Controllers' line of sight to all traffic patterns, approaches, runways, taxiways, operational portions of the aprons and other operational areas necessary for the control of ground and air traffic.

8. In accordance with the provisions of paragraph 7(i) of the ATCT space lease, the Government shall have the right and privilege to maintain the ATCT on the airport premises and to install and maintain antennas and antenna wires and appurtenances for Air Traffic operating facilities and other locations on the airport where deemed necessary, together with the right to install, operate and maintain necessary connecting cables and wires where needed to perform the necessary linking of facilities. The Government shall have the right to install, operate and maintain such cables, conduits and wiring necessary to link and connect its facilities located on airport property;

IN WITNESS WHEREOF, the parties hereto have subscribed their names hereunder as of the \_\_\_\_\_ of \_\_\_\_\_, 2013.

CITY OF SANTA FE, NEW MEXICO

THE UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By \_\_\_\_\_

By \_\_\_\_\_

Glen D. Batts

Title \_\_\_\_\_

Title \_\_\_\_\_

Real Estate Contracting Officer

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

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

CITY OF SANTA FE:

\_\_\_\_\_  
DAVID COSS, MAYOR

DATE: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
GENO ZAMORA  
CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA  
FINANCE DIRECTOR

51800.460201  
Business Unit

## ABAAS COMPLIANCE REPORT

The Lessor and the FAA are committed to compliance with the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standard (ABAAS), which impacts the building and premises at The Airport Traffic Control Tower at Sante Fe Municipal Airport located at 121 Aviation Drive, Suite 7, Santa Fe. NM 87507-8497.

Complete This Section:

\_\_\_\_ Leased building and premises are fully compliant with ABAAS section F202.6.

**OR**

\_\_\_\_ Where building design or construction was funded or controlled by federal government, leased building and premises are fully compliant with ABAAS – For post 5/8/2006 construction only.

**OR**

\_\_\_\_ Leased building and premises will be compliant with ABAAS by \_\_\_\_ (date).

(Insert specific details on the improvements that are to be made)

Lessor shall ensure completion. All associated costs incurred shall be the responsibility of the FAA.

**OR**

Building and premises are exempt from ABAAS as described below.

\_\_\_\_ Facility is unmanned.

\_\_\_\_ ABAAS waiver from GSA Administrator is on file.

X Other (Explain using pertinent ABAAS exemption).- At such time that an inspection is performed by qualified personnel from AJW-24, the FAA determines what changes are to be implemented to bring the facility into compliance with ABAAS requirements. When the changes are identified, all costs to upgrade from ADA to ABAAS will be the responsibility of the FAA and will be coordinated with the Lessor to accomplish the necessary work.

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### 2.6.17 ABAAS Compliance Report

October 2012

OMB Control No. 2120-0595

LESSOR:

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Date:

FEDERAL AVIATION ADMINISTRATION

---

Glen D. Batts  
Contracting Officer

---

Date:

---



**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 Federal Aviation Administration

3 Complete information requested ☐ Plus GRT  
☒ Inclusive of GRT

Original Contract Amount: \$37,562.40

Termination Date: September 30, 2017

☒ Approved by Council Date: TBA  
☐ or by City Manager Date: \_\_\_\_\_

Contract is for: Lease of airport control tower and associated office space to FAA

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 \$ \_\_\_\_\_ 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 ☒ FAA leases control tower Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** first year of 5 year contract  
example: (First year of 4 year contract)

**7 Funding Source:** revenue **BU/Line Item:** 51800.4602

**8 Any out-of-the ordinary or unusual issues or concerns:**  
2-year hold over due to negotiation, lease backdated to coincide with federal fiscal year  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Francey Jesson

Phone # \_\_\_\_\_ -2901

**10 Certificate of Insurance attached.** (if original Contract) ☒ NA

**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:**

#### **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)).



**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.

## 2013 SANTA FE MUNICIPAL AIRPORT OPERATIONS

MONTH	ITINERANT				LOCAL			OPERATIONS	LAST YR	MONTH
	Air Taxi	Gen. Avia	Military	Total Itinerant	Civil	Military	Total Local	TOTAL	DIFFERENCE	
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	656	431	39	1126	4013	495	4508	5634	1205	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>2426</b>	<b>1609</b>	<b>246</b>	<b>4281</b>	<b>15069</b>	<b>2178</b>	<b>17247</b>	<b>21528</b>		
<b>TOTAL OPERATIONS DIFFERENCE FROM LAST YEAR, TO DATE</b>								<b>2378</b>		

*Exhibit D*

	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	Satutday
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**

**2012**

<u>MONTH</u>	<u>ENPLANE</u>	<u>DEPLANE</u>	<u>TOTAL</u>
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

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

**GREAT LAKES  
ENPLANEMENTS/DEPLANEMENTS  
2013**

**UNITED**

**ENPLANEMENTS/DEPLANEMENTS**

**2013**

<u>ENPLANE</u>	<u>DEPLANE</u>	<u>TOTAL</u>
483	465	948
447	538	985
659	736	1395
612	639	1251
		0
		0
		0
		0
		0
		0
0	0	0
2201	2378	4579

<u>ENPLANE</u>	<u>DEPLANE</u>	<u>TOTAL</u>
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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	\$ 13,109.05	\$ -		
Airport Tiedown Fees	\$ 5,856.75	\$ 5,096.75	\$ 4,145.00	\$ 5,809.25	\$ 1,567.25	\$ 1,900.50	\$ 3,126.25	\$ -	\$ -	
Airport Landing Fee	\$ 29,210.45	\$ 15,794.40	\$ 10,832.73	\$ 10,701.78	\$ 11,819.33	\$ 15,169.76	\$ 11,957.73	\$ -		
Airport Parking Fees	\$ 9,269.08	\$ 7,664.86	\$ 6,348.75	\$ 5,984.91	\$ 16,807.67	\$ 6,932.58	\$ 8,971.57	\$ -	\$ -	
Airport Fuel Flowage Fees	\$ 13,527.05	\$ 12,656.50	\$ -	\$ 22,358.77	\$ 1,557.83	\$ 10,372.60	\$ 11,278.18	\$ -		
Airport GRT Sales	\$ 6,217.26	\$ 2,776.36	\$ -	\$ 6,691.45	\$ 2,927.51	\$ 5,905.86	\$ 2,773.08	\$ -	\$ -	
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	\$ 3,478.00	\$ -		
Airport Terminal Rent (Airline)	\$ 1,013.34	\$ 1,013.34	\$ 1,013.34	\$ 11,725.24	\$ 2,561.24	\$ 1,980.01	\$ 19,254.62	\$ -		
Airport Terminal Rent (Concession)	\$ 16,897.53	\$ 15,897.75	\$ 1,281.27	\$ 9,164.00	\$ 16,912.57	\$ 966.67	\$ 17,467.33	\$ -	\$ -	
Fire Protection Fee	\$ 5,264.80	\$ 3,610.91	\$ 5,264.80	\$ 3,610.91	\$ 7,507.04	\$ 1,675.50	\$ 5,930.65	\$ -		
Airline Security Fee	\$ 2,344.84	\$ 2,212.47	\$ 2,344.84	\$ 2,212.47	\$ 3,838.73	\$ 10,716.05	\$ 5,502.81	\$ -		
Airline Equipment Fee	\$ 3,910.00	\$ 3,340.00	\$ 3,910.00	\$ 3,340.00	\$ 3,325.00	\$ -	\$ 7,335.09	\$ -		
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	\$ 110,184.36	\$ -	\$ -	