

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Aviation

AGENDA DATE: November 24, 2020

CONTACT PERSON NAME AND PHONE NUMBER: Sam Rodriguez, P.E. Aviation Director (915) 212-7301

DISTRICT(S) AFFECTED: 2

CITY STRATEGIC GOAL 1: Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBJECT:

This Resolution is to authorize the City Manager to sign the Airport Concurrence Form that identifies the siting requirements and the related impacts of the new Federal Aviation Administration Airport Traffic Control Tower and Terminal Radar Approach Control facilities planned to be constructed at the El Paso International Airport, including written confirmation that the City has advised the Airport user community about the impacts of the project on operations.

BACKGROUND / DISCUSSION:

The Federal Aviation Administration requires the Concurrence Form.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Sam Rodriguez, P.E.
Aviation Director

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager or his designee be authorized to sign the Airport Concurrence Form that identifies the siting requirements and the related impacts of the new Federal Aviation Administration Airport Traffic Control Tower and Terminal Radar Approach Control facilities planned to be constructed at the El Paso International Airport, including written confirmation that the City has advised the Airport user community about the impacts of the project on operations.

Dated this ____ day of _____, 2020.

CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen Hamilton-Karam
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

**Airport Concurrence Form
El Paso International Airport
Airport Traffic Control Tower**

This form identifies the siting requirements and the related impacts of the new Federal Aviation Administration (FAA) Airport Traffic Control Tower (ATCT) and Terminal Radar Approach Control (TRACON) facilities planned to be constructed at the El Paso International Airport (ELP). The signed document will satisfy the FAA's national policy regarding written confirmation from the Airport Sponsor (Owner/Operator) stating that they have advised the ELP airport user community about the new ATCT/TRACON and the impacts of the above project would have on operations.

Section 1. Siting Requirements

Item 1: The location of the ATCT is at the South Cargo SIDA/NASA Ramp. Identified as Site 11 in all previous project documents and correspondence.

Latitude: 31-47-45.80N

Longitude: 106-22-44.84W

Item 2: The ATCT height is 4188' AMSL (245' AGL).

Item 3: The Air Traffic Control Specialist (ATCS) eye height used is 4158' AMSL (215' AGL).

Item 4: Visibility of all movement areas and non-movement areas, look-down, -up, and -across angles, sunrise, sunset, fog, snow, rain, ramp lighting, glare, existing obstructions around the airport and other issues that can adversely affect the ATCS' sight have been considered for the ATCT location.

Item 5: The plot of land to be used (i.e., the proposed 4-5 acres) has been agreed to by the FAA and the Airport Sponsor. The Airport Sponsor shall coordinate with current lease holders and users regarding the availability of the proposed tower location to ensure the tower-siting plans do not conflict with airport development plans. The FAA developed a conceptual layout for the preferred site. The final layout will be determined during the design phase of the project.

Section 2. Identified Impacts

This ATCT will exceed the Part 77 horizontal surface. This structure must be lighted with red obstruction lights in accordance with FAA Advisory Circular 70/7460-1, Obstruction Marking and Lighting, Chapters 4, 5, and 12. Copy of the current AC 70/7460-1 can be viewed and/or downloaded at https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.current/documentNumber/70_7460-1.

**Airport Concurrence Form
El Paso International Airport
Airport Traffic Control Tower**

This proposal will require the amendment of Instrument Flight Procedures. The ADO must contact the FPT to coordinate the desired publication date and any changes to that date. All data will be required at least 18 months in advance of publication date. Procedures must be requested via the IFP gateway. Obstruction is a penetration to CAT A/B/C circling surfaces; minimum required circling CAT A/B/C MDA 4500.

Section 3. The submission of this signed document constitutes concurrence and adherence to FAA construction policy concerning appropriate public notification of the airport community regarding this intent to build a new ATCT/TRACON and any impacts therein concerning the use of said airfield. The submission of this document does not waive the requirement of public comment as defined in the National Environmental Policy Act (NEPA), the Council on Environmental Quality (CEQ) regulations implementing NEPA Title 40 of the United States Code of Federal Regulations (CFR), Parts 1500-1517, and other statutes, orders, directives, or policy concerning environmental assessment and alternatives.

Section 4. Airport Submission

For the Airport Sponsor:

El Paso International Airport
6701 Convair Rd El Paso Texas, 79925

Signature
Title

Date

Printed Name

CITY CLERK DEPT.

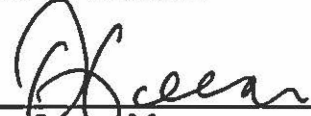
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RESOLUTION**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign two agreements between the City of El Paso and the Federal Aviation Administration ("FAA"), being (1) that certain Memorandum of Agreement No. DTFACN-15-L-00119, pertaining to the lease by the FAA of 3.207 acres of land, more or less, located at the El Paso International Airport, and as described therein, for use as the Air Traffic Control Tower Land Site, and (2) that certain Operation Agreement for Sponsor Traffic Control Tower, pertaining to the operation thereof.

PASSED AND APPROVED THIS 9th DAY OF February, 2016.

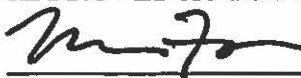
CITY OF EL PASO


 Oscar Leaser, Mayor


ATTEST:


 Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:


 Marvin Foust
 Assistant City Attorney

APPROVED AS TO CONTENT:


 for: Monica Lombraña, A.A.E.
 Director of Aviation

CITY CLERK DEPT.

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U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

MEMORANDUM OF AGREEMENT
EL PASO, TEXAS

DTFACN-15-L-00119

This agreement is made and entered into by CITY OF EL PASO, TEXAS whose address is 300 North Campbell, El Paso, Texas 79901, hereinafter referred to as Sponsor, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into a separate agreement (MOA No. DTFASW-10-L-00112) an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed to the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the El Paso International Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. PREMISES (JUL-10):

The Sponsor hereby leases to the Government the following described property, hereinafter referred to as the premises:

A parcel of land located on the El Paso International Airport, in the City of El Paso, County of El Paso, Texas, more particularly described as follows:

A 3.207 ACRES (139,689 S.F.) PORTION OF LAND OUT OF LOT 17, BLOCK 1, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 11 (BOOK 71, PAGE 29 PLAT RECORDS, EL PASO COUNTY, TEXAS) CITY OF EL PASO, EL PASO, COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a City Monument at the centerline of Hawkins Boulevard in the Cul-De-Sac as shown on the plat of (El Paso International Airport Tracts Unit 8 Replat, Book 56, Page 54, Plat Records, El Paso County, Texas) from which a City Monument found on the centerline intersection of Hawkins Boulevard (68-foot right-of-way) and Stinson Avenue (70-foot right-of-way) bears South 05°44'24" East, a distance of 727.58 feet (727.00 Record); Thence, South 05°44'24" East, along the centerline of Hawkins Boulevard, a distance of 249.53 feet to a point, Thence, South 84°15'36" West, a distance of 34.00 feet to a point, on the easterly right-of-way line of Hawkins Boulevard to a set 5/8" rebar with aluminum cap marked "RPLS 2198" being the POINT OF BEGINNING of this description;

THENCE, North 05°44'24" West, along said right-of-way line, a distance of 328.33 feet, to a set 5/8" rebar with aluminum cap marked "RPLS 2198";

THENCE, South 84°15'36" West, a distance of 401.27 feet to a set 5/8" rebar with aluminum cap marked "RPLS 2198";

THENCE, South 05°44'24" East, a distance of 348.33 feet to a 5/8" rebar with aluminum cap marked "RPLS 2198 set on the northerly right-of-way line of Shuttle Columbia Drive (70-foot right-of-way);

THENCE, North 84°15'36" East, along said right-of-way line, a distance of 381.27 feet to a set 5/8" rebar with aluminum cap marked "RPLS 2198";

THENCE, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 39°15'36" East, a distance of 28.28 feet, to the POINT OF BEGINNING, containing 3.207 Acres (139,689 S.F.) of land, more or less, as more particularly shown on Survey drawing dated 3/31/15 by Charles Henry Gutierrez, identified as Exhibit "A" attached hereto and made part hereof.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as El Paso International Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Sponsor shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Sponsor. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. TERMS AND CONDITIONS (JUL -10):

It is mutually understood and agreed that the Airport requires an FAA Air Traffic Control Tower (ATCT) in order to operate their business and that the FAA requires an ATCT facility at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Sponsor will allow the FAA to lease or construct, operate, and maintain a FAA ATCT facility in areas on the Airport that have been mutually determined and agreed upon in Article 1, Premises, for the term commencing on July 1, 2015, and continuing through September 30, 2034. The FAA can terminate this agreement, in whole or part at any time by giving at least (30) days' notice in writing. Said notice shall be sent by certified or registered mail.

3. CONSIDERATION (NO-COST) (AUG- 02):

The FAA shall pay the Sponsor no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

4. HOLDOVER - (JUL-14):

If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. No 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 Sponsor, acquired the property in fee, or vacated the leased premises.

5. TITLE TO IMPROVEMENTS (APR-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (MAY-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Sponsor agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Sponsor also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly

attributable to the installation, operation and/or maintenance of the facility, to the extent permitted by Law.

7. GOVERNMENT LIMITATION OF LIABILITY. The Government shall have absolute control of the operation of said leasehold and its associated facilities at all times and shall not be subject to direction from the Sponsor 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.

8. INTERFERENCE WITH FAA OPERATIONS (OCT-96):

The Sponsor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the Air Traffic Control Tower facility, as it is not in the best interest of the Sponsor or the FAA.

9. FUNDING RESPONSIBILITY FOR FAA FACILITIES (OCT-96):

The Sponsor agrees that any relocation, replacement, or modification of Air Traffic Control Tower made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Sponsor, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Sponsor or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

10. NON-RESTORATION (OCT-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Sponsor.

11. UTILITY LINES AND CONSUMPTION (JUL-10):

The Sponsor agrees to maintain the necessary water and sanitary sewer, electric, and natural gas lines to the ATCT facility and to install necessary meters to the Government's lines without cost to the Government. The Government shall pay for all of its utility consumption at no more than prevailing rates charged the general public for such similar utility services under a separately negotiated contract.

12. NOTICES (OCT-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

SPONSOR:

City of El Paso, Texas
City Clerk
P.O. Box 1890
El Paso, Texas 79956-1890

And

El Paso International Airport
Properties Division
6701 Convair Road
El Paso, Texas 79925-1099

GOVERNMENT:

Department of Transportation
Federal Aviation Administration
Real Estate and Utilities Group, ALO-720
10101 Hillwood Parkway
Fort Worth, Texas 76177

13. PREVIOUS LEASE(S)/AGREEMENT(S)

This agreement succeeds Land Lease number FA66SW-8004.

14. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

The full text of these clauses can be found via Internet at site <http://fast.faa.gov/> and finding the form "Land On-Airport Lease".

1. OFFICIALS NOT TO BENEFIT (OCT-96)
2. COVENANT AGAINST CONTINGENT FEES (AUG-02)
3. ANTI-KICKBACK (JULY-14)
4. QUIET ENJOYMENT (OCT-96)
5. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (JULY-14)
6. NOTIFICATION OF CHANGE OF LAND TITLE (AUG-02)

15. The Operating Agreement for the Air Traffic Control Tower is attached as Attachment A.

16. SIGNATURES (APR-04):

The Sponsor and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative(s). This agreement is effective upon the date of signature by the last party thereof.

By: 

Tomás González

5r Title: City Manager

Date: 2/10/2014

APPROVED AS TO CONTENT:


By: 

Marvin Foust

Title: Assistant City Attorney

Date: 5 Jan 16

APPROVED AS TO FORM:

By: 

Monica Lombraña, A.A.E.

Title: Director of Aviation

Date: 1/8/16

THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

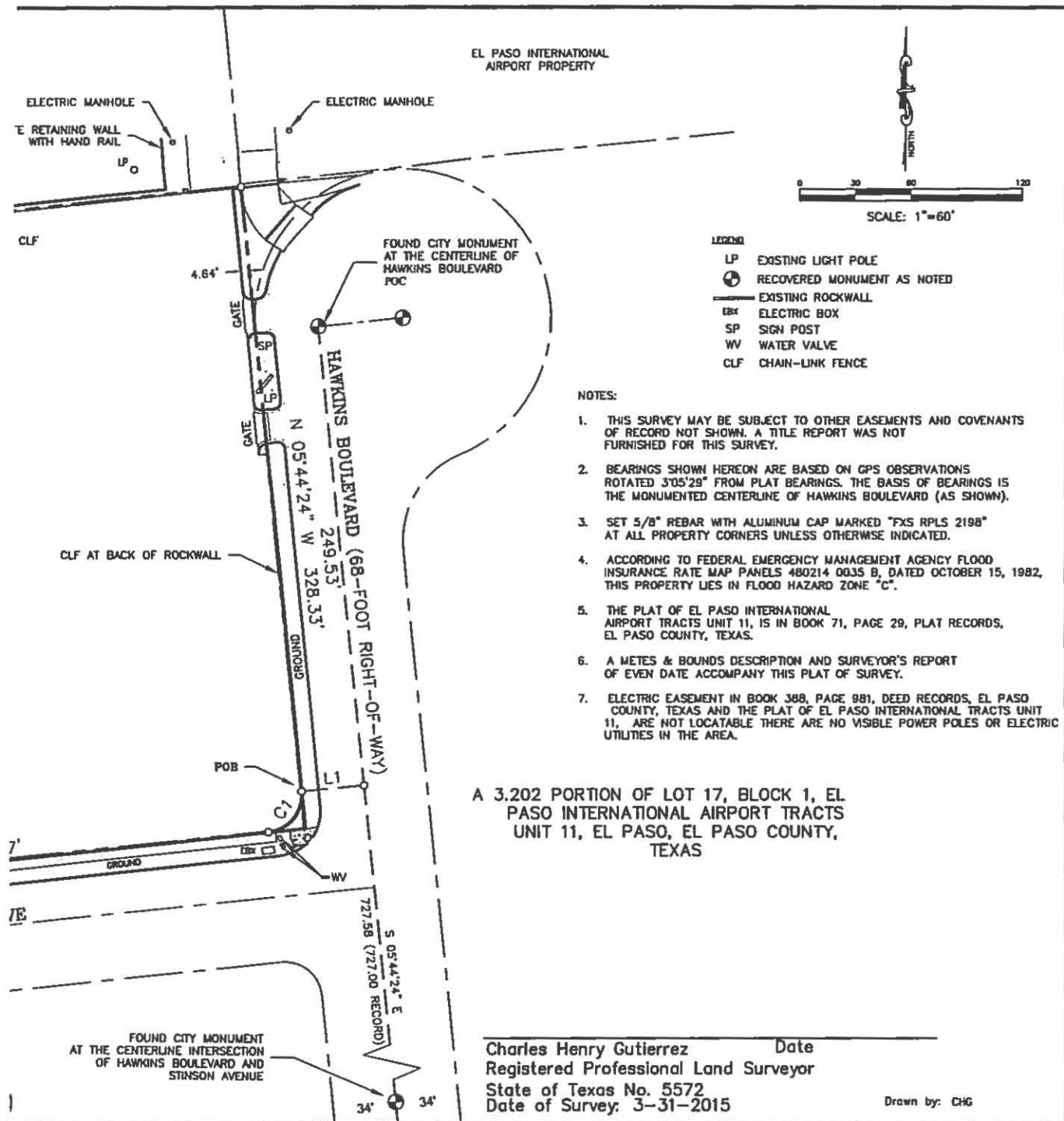


Patsy J. McComis

Title: Real Estate Contracting Officer

Date: 3/7/16

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2016 JUN 26 AM 10:04



**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
EL PASO, TEXAS**

OPERATION AGREEMENT FOR SPONSOR TRAFFIC CONTROL TOWER

- I. THIS AGREEMENT is hereby attached to and made a part of ATCT MOA by and between the United States of America, acting by and through the Federal Aviation Administration, hereinafter called the Government and the CITY OF EL PASO, TEXAS operating a Sponsor-owned airport known as El Paso International Airport, located at 6701 Convair Road, El Paso, Texas 79925, hereinafter called the Sponsor. This Agreement shall be executed by the parties hereto independently of said MOA to which it is a part.
- II. WHEREAS, a Government-owned Air Traffic Control Tower (ATCT) has been erected on the plot described in the ATCT MOA No. DTFACN-15-L-00119 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. WHEREAS, both parties acknowledge that Letters of Agreement (LOA) may be necessary for topics such as runway opening/closure procedures, aircraft engine run-up procedures, airfield lights, utilization of aircraft parking areas, and reporting airport conditions. The purpose of the LOA is to provide local procedures and responsibilities. However, the terms and conditions set forth in this Agreement cannot be waived or superseded by such local agreements.
- V. WHEREAS, the Sponsor is responsible for all lighting installed within the Airport boundaries which the Government utilizes for aircraft operations at El Paso International Airport, El Paso, Texas. Said lighting includes but is not limited to runways, taxiways, and other operational areas necessary for the control of air and ground traffic. The Sponsor's responsibility in relationship to the ATCT is limited to the lighting control panels with associated electrical circuits/wiring located within the ATCT building for connectivity to said lighting/devices that are Sponsor owned and maintained.
- VI. NOW, THEREFORE, the Sponsor agrees to the following conditions:
1. The Sponsor 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; Said panels are required for connectivity to all airport lighting located within the airport boundaries 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor 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 five (5) days prior to the scheduled date for construction and twenty-four (24) hour notice to perform needed maintenance on the airfield.

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 Sponsor 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 Sponsor, 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 Government's ATCT facility on said Airport.

6. The Sponsor, 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 Sponsor 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. Notwithstanding the foregoing, there are areas of non-visibility on the following taxiways:

- a) Taxiway "A" from 700' north of Runway 4 to the south.
- b) Taxiway "J" northeast of Taxiway "K1."
- c) Taxiway "K" northeast of Taxiway "K1."
- d) Taxiway "K1" between Taxiway "J" and the north cargo ramp.
- e) Taxiway "K2."
- f) Taxiway "U" south of Taxiway "L."
- g) Taxiway "V" south of Taxiway "L."

8. In accordance with the provisions of paragraph 1 of the ATCT MOA, 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 at the MOA site 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 Government owned 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 signed their names:

CITY OF EL PASO, TEXAS

By: Manuel S. Gonzalez
~~For~~ Tomás González
Title: City Manager

Date: 2/10/2014

APPROVED AS TO CONTENT:

By: Marvin Foust
Marvin Foust
Title: Assistant City Attorney
Date: 5 Jan 16

THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

APPROVED AS TO FORM:

By: Monica Lombraña
Monica Lombraña, A.A.E.
Title: Director of Aviation
Date: 1/8/16

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

Patsy J. McComis
Patsy J. McComis

Title: Real Estate Contracting Officer

Date: 3/7/16