



Alamogordo City Commission

NOTICE OF MEETING

Addendum to **Regular Meeting Agenda**

Tuesday, June 23, 2015 – 7:00 pm
City Hall, City Commission Chambers
1376 E. Ninth St.

Susie Galea Mayor, At-Large
Robert Rentschler Mayor Pro-Tem, District 3
Jason Baldwin District 1
Nadia Sikes District 2
Jenny Turnbull District 4
Al Hernandez District 5
Dr. George Straface District 6

Jim Stahle City Manager
Stephen Thies City Attorney
Renee Cantin City Clerk

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

The Mayor and City Commission request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Commission Chambers to respond to or to conduct a phone conversation. The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4205.

Addendum to Regular Meeting Agenda

NEW BUSINESS

17. Discussion, and possible action, on salary adjustments and health insurance cost reallocations for the upcoming fiscal year. (Stephen Thies, City Attorney)



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

June 23, 2015 - 7:00 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

Susie Galea Mayor
Robert Rentschler Mayor Pro-Tem, District 3
Jason Baldwin District 1
Nadia Sikes District 2
Jenny Turnbull District 4
Al Hernandez District 5
Dr. George Straface District 6

Jim Stahle City Manager
Stephen Thies City Attorney
Renee Cantin City Clerk

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

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

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

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

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CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation of a Public Transportation Funding Resolution to the City Commission by the White Sands Chapter of the National Federation of the Blind. (Larry Lorenzo, Presenter)

PUBLIC COMMENT

Residents must sign up with the City Clerk to address the City Commission. Comments are limited to 3 Minutes, and there will be a maximum of 21 Minutes allowed for Public Comment.

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

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

2. Approve the Minutes for the June 9, 2015 Regular City Commission Meeting. *(Renee Cantin, City Clerk)*
3. Approve the statement related to the Executive Session held on June 9, 2015. *(Renee Cantin, City Clerk)*
4. Approve Resolution No. 2015-28 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of June 23, 2015. **(Roll call vote required)** *(Kathy Gilsdorf, Budget Analyst)*
5. Approve Resolution No. 2015-29 approving an increase in Leisure Service Fees and Civic Center Fees by 10%. **(Roll call vote required)** *(Matt McNeile, Assistant City Manager)*
6. Approve an Application for participation in the FY2016 Community DWI Program in the amount of \$13,406. *(Robert Duncan, Police Chief)*
7. Approve an agreement for Assignment of Airport Lease from Richard Finch to Kevin Dunshee and James Holder (Area E4-A). *(Stephen Thies, City Attorney)*
8. Approve an Electrical Line Extension Agreement with for Plaza Hacienda at Public Housing. *(Maggie Paluch, Housing Authority Manager)*
9. Approve an Amendment to extend the Agreement to Remove Culverts at the Oasis Trailer Park. *(Stephen Thies, City Attorney)*
10. Approve the Award of Public Works Bid No. 2015-011 to Burn Construction Company, Inc., related to the 27th Street Arroyo Crossing, in an amount not to exceed \$177,280.70, including NMGR. *(Nancy Beshaler, Project Manager)*
11. Approve a 10 foot utility easement to Public Service company of New Mexico for an electrical line and transformer at the Water Reclamation Facility for the Phase 2 upgrades. *(Nancy Beshaler, Project Manager)*
12. Approve the award of Public Works Bid No. 2015-006 to Smith Roofing, Inc., related to the Re-Roof La Luz & Alamo Canyon Filter Plants project, in an amount not to exceed \$169,900.00, including tax. *(Bob Johnson, Project Manager)*
13. Approve the award of RFP No. 2015-002 Unarmed Security Guard Services for the City of Alamogordo to the overall highest rated proposal, Texas Enforcer in an amount not to exceed \$32,089.50 excludes NMGR. *(Matt McNeile, Assistant City Manager)*
14. Approve a leak abatement request by Alice Apelian for the account located at 1105 Mesquite St., Alamogordo, NM. *(Nichole Sierra, Acting Customer Service Manager)*

ITEMS REMOVED FROM CONSENT AGENDA**PUBLIC HEARINGS**

15. Consider, and act upon, Zoning Request Case Number Z-2015-0001(A) to amend the official zoning map of the City of Alamogordo to rezone the property located at 500 Municipal Avenue from MH-1 – Manufactured Housing to RE – Residential Estates. (*Ruben Segura, City Planner*)

UNFINISHED BUSINESS

16. Discuss, and consider, the consequence of freezing each of the six (6) unfilled positions within the Alamogordo Police Department, pertaining to the Commission's Budget Directive of a 5% equivalent cut in the FY16 Budget. (*Susie Galea, Mayor*)

17. Discussion, and possible action, on salary adjustments and health insurance cost reallocations for the upcoming fiscal year. (*Stephen Thies, City Attorney*)

NEW BUSINESS

18. Consider, and act upon, providing a public park space for a vendor to rent and offer "Bubble Soccer" to the public for a fee.

19. Discussion and Possible Action on a request to consider a late response to Requests for Qualifications on the Family Fun Center Project. (*Stephen Thies, City Attorney*)

20. Appointments to Boards & Committees. (*Susie Galea, Mayor*)

PUBLIC COMMENT (Continued if needed)...

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: 1.

Submitted By: Renee Cantin, City Clerk

Subject: Presentation of a Public Transportation Funding Resolution to the City Commission by the White Sands Chapter of the National Federation of the Blind. *(Larry Lorenzo, Presenter)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: None.

Background: Larry Lorenzo, Secretary of the White Sands Chapter of the National Federation of the Blind has asked to make this special presentation to the City Commission.



City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 6/10/2015

Date of Meeting: 06/23/2015
Name: White Sands Chapter of the National Federation of the Blind, Larry Lorenzo secretary
Address: 700 Dooley St
Alamogordo, NM **ZIP** 88310
Phone Number: 575-434-9758
E-Mail Address: llorenzo-8@hotmail.com

Item requested will be for: (Please check one)

☒ Information only ☐ Action Item ☐ Discussion/Action
☐ Public Hearing ☐ Report ☐ Other: _____

Brief description of topic to be discussed:

Please attach one original of any documents pertaining to the topic -
We do not allow handouts at the meeting

Presenting Public Transportation Funding Resolution date 5/19/2015

Signature: Larry Lorenzo

Please return to: Renee Cantin, CMC, City Clerk
City of Alamogordo
1376 E. 9th Street
Alamogordo, NM 88310

Phone: (575) 439-4205

Fax: (575) 439-4396

E-mail: rcantin@ci.alamogordo.nm.us

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 2

Submitted By: Renee Cantin, City Clerk

Subject: Approve the Minutes for the June 9, 2015 Regular City Commission Meeting. *(Renee Cantin, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required per the Open Meetings Act.

The draft minutes will be included by Friday, June 19th for the final agenda packet.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
7:00 P.M., COMMISSION CHAMBERS
JUNE 9, 2015**

**SUSIE GALEA, MAYOR
TEM**

**JASON BALDWIN, COMMISSIONER
COMMISSIONER**

NADIA SIKES, COMMISSIONER

JENNY TURNBULL, COMMISSIONER

AL HERNANDEZ, COMMISSIONER

ROBERT RENTSCHLER, MAYOR PRO-

DR. GEORGE STRAFACE,

JIM STAHL, CITY MANAGER

STEPHEN THIES, CITY ATTORNEY

RENEE CANTIN, CITY CLERK

CALL TO ORDER, ROLL CALL, INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Galea called the meeting to order at 7:00 p.m. Roll Call was taken by the City Clerk. Clerk Cantin announced there was a quorum present. Invocation by Reverend Dwight Harp and the Pledge of Allegiance was led by Mayor Pro-Tem Rentschler.

APPROVAL OF AGENDA

Mayor Pro-Tem Rentschler moved to approve adding the Addendum item to the agenda. Commissioner Baldwin seconded the motion. Motion carried with a vote of 7-0-0.

Mayor Pro-Tem Rentschler moved to approve the agenda as amended. Commissioner Baldwin seconded the motion. Motion carried with a vote of 7-0-0.

PRESENTATIONS

1. **Presentation of a Proclamation for Alexis Duprey Day in recognition of her representation of Alamogordo and the State of New Mexico at the Miss USA Pageant on July 12th, 2015. (Susie Galea, Mayor)**

Mayor Galea presented the proclamation naming July 12, 2015 as Alexis Duprey Day, and she also presented a proclamation to her from State Representative Yvette Herrell.

Mayor Pro-Tem Rentschler made some remarks about Officer Appreciation Day. He said the City would be doing something for each officer in the Police and Fire Departments in the near future.

PUBLIC COMMENT

A. Dawn Griffin commented on the following:

1) Mrs. Dawn Griffin said someone tried to break into her house recently while she and her children were at home. She called the police and it took an hour for them to get there. Her husband and a friend got there before the police did, and the individual was seen walking in the area. She had heard the PD was losing six positions and she did not think this was a good idea.

B. Lori Bies commented on the following:

1) Ms. Bies said she wanted to speak about the information written by the Mayor in the newspaper concerning the APD Banquet. She wanted a retraction from the Mayor printed in the newspaper. She felt some of the commissioners were doing a good job, but the rest were accountable because they had not done what they said they would do; they have not held the Mayor accountable. She was of the opinion that the Mayor's actions might prevent anyone else from doing anything selfless as they had done.

C. John Goepfert commented on the following:

1) Mr. Goepfert had spoken with police officers on the streets and he felt the idea of freezing positions on the Police Force was a misguided direction for the community. They have to do more with less people on the force. Officers need to have the time to interact with children and adults in a positive manner; to grow with the community.

CONSENT AGENDA

2. **Approve Minutes of the May 23, 2015 Regular Meeting of the Alamogordo City Commission.** (*Renee Cantin, City Clerk*)
3. **Approve granting a waiver of the permit fee for a Special Fireworks Display Permit for the 4th of July Fireworks Display at the New Mexico Museum of Space History.** (*Renee Cantin, City Clerk*)
4. **Approve HA Resolution No. 2015-01 requesting approval of the Housing Authority Board Open Meetings Act. (Roll call vote required)** (*Maggie Paluch, Housing Manager*)
5. **Approve HA Resolution 2015-02 requesting approval of HUD Form 50071 Certification of Payments to Influence Federal Transactions. (Roll call vote required)** (*Maggie Paluch, Housing Manager*)
6. **Approve HA Resolution 2015-03 requesting approval of HUD Form 50077-CR, Civil Rights Certification. (Roll call vote required)** (*Maggie Paluch, Housing Manager*)
7. **Approve HA Resolution No. 2015-04 requesting approval of the Housing Authority write off policy. (Roll call vote required)** (*Maggie Paluch, Housing Manager*)
8. **Approve HA Resolution No. 2015-05 requesting approval of the Housing Authority budget for Fiscal Year 2016. (Roll call vote required)** (*Maggie Paluch, Housing Manager*)
9. **Approve Resolution No. 2015-27 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of June 9, 2015. [Roll call vote required]** (*LeeAnn Nichols, Finance Director*)

Commissioner Straface moved to approve items # 2, 3, 4, 5, 6, 7, 8 & 9 of the consent calendar. Commissioner Baldwin seconded the motion. Roll call was taken for items # 4, 5, 6, 7, 8, & 9. Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

None.

NEW BUSINESS

10. **Consider, and act upon, a request by Susan Payne, Love, INC for a reimbursement of administrative fee for a Utility Lien on 3206 Thunder Rd.** (*Stephen Thies, City Attorney*)

City Attorney Thies gave an overview of the item. An elderly couple ran into difficulties and lost their house. A large utility bill was unpaid and the city filed a lien on the property.

Commissioner Hernandez asked since the payment was made on behalf of the owners, wouldn't the reimbursement go to the owners? City Attorney Thies told him that if the commission

decided to reimburse the refund of the \$200 administrative fee, we would have to get authority from the individuals who own the property to pay the amount to Love, INC.

Mayor Pro-Tem Rentschler moved to approve a request by Susan Payne, Love, INC for a reimbursement of administrative fees for a Utility Lien on 3206 Thunder Rd. Mayor Galea seconded the motion.

Commissioner Straface supported Commissioner Hernandez position.

Commissioner Straface moved to approve reimbursing the fee back to the owners of the property. Commissioner Hernandez seconded the motion.

Ms. Susan Payne told the Commission this item was very convoluted. She explained the details of how the couple had lost their home. She simply wanted the legal fees waived, and said they had paid \$600 which was more than they usually do. She felt that if it was decided to reimburse the fee to this couple, she would have to try and get the money back from them. Ms. Payne remarked that if this was the case, it would deter Love, INC from ever doing this again. The check that paid the bill came from Love, INC, not the owners who they were trying to help.

Commissioner Hernandez was concerned over the legal issues if there was an investigation.

Mayor Galea asked City Attorney Thies about an investigation on this issue. City Attorney Thies said we would need documentation that Love, INC had paid the balance, such as a cancelled check and any other documentation they might have.

Mayor Pro-Tem Rentschler asked the city attorney if his office could research this if approved. City Attorney Thies said he could contact the owner and ask Love, INC for a copy of the canceled check in order to proceed.

Susan Payne clarified Love, INC had paid the deposit and was aware they wouldn't get that back - \$96.25 on the deposit and \$345 on the past due water bill. She was simply asking for the legal fees paid to our legal department, and she could provide a cancelled check for that.

Mayor Galea said this should be tabled until the next meeting so Ms. Payne could provide this documentation. Commissioner Hernandez didn't think that was necessary.

Commissioner Straface asked how often this kind of thing happens, and Susan Payne told him last year they had paid \$12,000 to help individuals in the community. In the last month they had helped with about \$1,500; it was a routine thing. In this case, she was asking for the legal fees because they had helped this one couple with \$600 and that was more than usual.

Commissioner Straface withdrew his amendment. Commissioner Hernandez seconded.

Vote was taken on the original motion to approve. Motion carried with a vote of 7-0-0.

11. Consider, and act upon, the Intergovernmental Agreement with the State of New Mexico related to PreCheck. (Stephen Thies, City Attorney)

City Attorney Thies explained the item saying it was another State LEDA project. He said that if this was approved by the commission, the next item would also need to be approved.

Mayor Galea asked him if the company would receive the \$75,000 after the first six month audit. City Attorney Thies explained how the company gets reimbursed.

Mr. Mike Espiritu, OCEDC President/CEO explained more concerning this project. Commissioner Straface clarified with Mr. Espiritu what the City's responsibility would be.

Mayor Pro-Tem Rentschler moved to approve the Intergovernmental Agreement with the State of New Mexico related to PreCheck. Commissioner Baldwin seconded the motion. Motion carried with a vote of 7-0-0.

12. Consider, and act upon, the first publication of Ordinance No. 1497 approving a Local Economic Development Project for secured financial assistance proposed by PreCheck. (*Stephen Thies, City Attorney*)

Mayor Pro-Tem Rentschler moved to approve the first publication of Ordinance No. 1497 approving a Local Economic Development Project for secured financial assistance proposed by PreCheck. Commissioner Straface seconded the motion. Motion carried with a vote of 7-0-0.

13. Appointments to Boards & Committees. (*Susie Galea, Mayor*)

Mayor Galea announced the Boards and Committees with current vacancies. With no objections she appointed Bob Flotte and Pete Desai to the Promotions Board.

PUBLIC COMMENT

A. Rich Merrick commented on the following:

1) Mr. Merrick remarked that what the commission had done for Love, INC was outstanding, but he didn't think Ms. Payne needed to come before the Commission to do this. A non-profit that is helping Alamogordo citizens shouldn't have to jump through these hoops; it should take only a simple form to do this.

CITY MANAGER'S REPORT

- 1) The City Manager reminded everyone that the City Charter Committee would hold a Public Hearing next week on Monday, June 15th at 6:00 p.m. in these chambers. Their recommendations will come to the commission for consideration.
- 2) He said there would be an ICIP Public Hearing/Open House on June 24th, at 6:00 p.m. at the Civic Center and encouraged all to attend with any ideas.
- 3) Mr. Stahle said three bids had been received for the Family Fun Center, and another bid had been received late because it had been sent to the wrong address.
- 4) He apologized to the folks who had to come before the commission a while back for approval on a variance. The City had made a mistake concerning this and he had ordered a refund of the application fee along with a letter of apology. He has directed that the City Zoning staff review the zoning code in order to be more familiar with all sections.
- 5) The City Manager apologized to the Mayor for taking some very early phone calls on the McKinley Channel project concrete pour. He had approved an early start time of 4:00 a.m, but they started their prep work at 2:00 a.m. He explained that the construction company had been notified, and there won't be starts earlier than 4:00 a.m. for any company.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Hernandez commented on the following:

1) He remarked that last week they had an agenda item for rezoning in Chihuaita Blocks. Staff had said they would look into this, and it was the same with the Love, INC issue discussed tonight. We commissioners get hammered for everything we do, for instance one constituent is complaining about our radio read meters. We won't shut the system down for one person, but we will listen to them and make the best decisions we can with the information we have.

Mayor Pro-Tem Rentschler commented on the following:

- 1) Mr. Rentschler agreed with Commissioner Hernandez.
- 2) He asked if we had worked out a deal with the schools concerning the acquisition of the Washington Land. City Manager Stahle told him it would be on an upcoming agenda. Mayor Pro-Tem Rentschler wanted to keep going on the first right of refusal for the rest of the right-of-way going through there.
- 3) Mayor Pro-Tem Rentschler inquired about the Code Enforcement tracking system, and said he would like to talk about it at the next commission meeting.
- 4) He said the NM State Special Session ended today. The legislators he had spoken to said that if we have projects on the books that have come via Capital Outlay money, we need to keep those projects moving. We have another \$300,000 which makes a total of \$600,000 for the lakes at the Golf Course where we store reused water. He felt we need to get these projects done.
- 5) Mr. Rentschler saw in the newspaper that the 27th Street Bridge was supposed to be done in-house to save money. City Manager Stahle explained Wilson Engineering had come up with a design fairly easy to construct, and as a result the cost estimate would be cheaper than if we did it. If the bids are higher than the engineer's estimate, we will try to do it ourselves.

Mayor Galea commented on the following:

- 1) The Mayor offered her apology to Ms. Bies stating her intention was not to offend her or the citizens, but to distance the City from the guest speaker. The Chamber will be helping us do something for the police/fire officers.
- 2) She related to Mr. Merrick's comments and felt currently there may be a way we can look at changing our policies.
- 3) Mayor Galea said the City had a budget deficit that was smaller than last year. She hoped that in lieu of not enacting taxes, the commission could go back to address the deficit. She thought they should consider salaries, raises and one-time bonuses at the next commission meeting. She didn't think the budget reflected the values of the commission.
- 4) She said the commission had approved a High Intensity Drug Trafficking Association (HIDTA) agreement, but it might not be a possibility if officers' positions were cut; we need two for that program.
- 5) There is an upcoming meeting of Regional Water Planning and the Otero County Working group. We need to consider the monthly cost to afford this technology.
- 6) The Mayor commented on the McKinley Channel project and said she appreciated the response of the city manager.
- 7) Mayor Galea spoke of a future agenda item for a new sport called Bump It - playing soccer in a bubble. She asked to see this on a future agenda for Washington Park.
- 8) She would like to include the Smart Meter item on a future agenda possibly in July. The concern is that the low radio read frequency interferes with the biological makeup of humans. She wanted to hear both sides of this from the engineer from HAFB.
- 9) The Mayor also expressed another future agenda item concerning Waste Water Treatment Plant operations being in-house. She wanted to know what the numbers show for this time.
- 10) She said the city is working to provide information to the Water Trust Board, and she wanted information from the city manager of the shortfalls in the funding for the first phase of the Desalination Plant.
- 11) Mayor Galea asked the city attorney how the Utility Billing audit would be released and if any names would be redacted. City Attorney Thies responded we had received notification from the state auditor that we could release it in five days, and since that time has lapsed, it can be released to the public; nothing needs to be redacted. City Manager Stahle said our Finance Department had been notified by the state auditor's department saying they would be putting it on their website.

EXECUTIVE SESSION

14. Collective Bargaining Negotiations. (APSOA & AFSCME)

Mayor Pro-Tem Rentschler moved to adjourn into Executive Session to discuss Collective Bargaining Negotiations. (APSOA & AFSCME) at 8:00 p.m. Commissioner Hernandez seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

ADJOURNMENT

Mayor Susie Galea

ATTEST:

City Clerk Reneé L. Cantin

*(Prepared by Nancy Jacobs, Deputy Clerk)
Approved at the Regular Meeting held on June 23, 2015.*

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/10/2015

Report No: ■ 3

Submitted By: Renee Cantin, City Clerk

Subject: Approve the statement related to the Executive Session held on June 9, 2015. (*Renee Cantin, City Clerk*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the following statement and authorize it to be included in the minutes of June 23, 2015: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on June 9th, 2015 a Closed Executive Session was held during the Regular Meeting and the matters discussed in the closed meeting were limited only to Collective Bargaining Negotiations (APSOA & AFSCME) as added at the beginning of the meeting."

Background: This statement is required per the Open Meetings Act.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 4

Submitted By: Julianne Hall, Accounting Manager

Subject: Approve Resolution No. 2015-28 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of June 23, 2015. **(Roll call vote required)** (Kathy Gilsdorf, Budget Analyst)

Fiscal Impact:

Amount Budgeted:
Fund:

Additional Fiscal Impact:

Beginning Cash Balances \$0
Revenues \$16,668 Increase
Expenditures \$161,668 Increase
Transfers In/Out \$0
Net Impact (\$145,000) Decrease

Recommendation: Approve the resolution. **(Roll call vote required)**

Background: The City Commission adopted the Fiscal Year budget on May 13, 2014. The Department of Finance & Administration granted written approval of the City of Alamogordo's Fiscal Year 2014-2015 Final Budget on August 20, 2014. Resolution 2015-28 amends the Budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of revisions are attached for your review.

RESOLUTION NO. 2015-28

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2014-2015.

WHEREAS, the City of Alamogordo, New Mexico wishes approval to change some of the budget line item figures of various funds; and

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written approval to the City of Alamogordo, New Mexico's annual budget on August 20, 2014, for fiscal year 2014-2015; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2014-2015.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2014-2015 be and hereby is revised as of June 23, 2015 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2014-2015 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on June 23, 2015 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2014-2015.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 23rd day of June 2015.

CITY OF ALAMOGORDO, NEW MEXICO,
A NEW MEXICO MUNICIPAL CORPORATION

By: _____
Susie Galea, Mayor

ATTEST:

Renee Cantin, City Clerk

APPROVED AS TO FORM:

Stephen Thies, City Attorney

ALL FUNDS SUMMARY
PRELIMINARY 2014-2015

1/12TH REQ RSRV
1,119,386
Fund Reserve Policy
283,730
Bal. Remaining
1,337,971

FY15 RESOLUTION 2015-28

FUND NO.	FY 2014-2015 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	6,788,917	16,102,838	0	6,718,036	(6,718,036)	13,432,632	2,741,087	1,403,116	1,337,971
12	INTERNAL SERVICE FUND	420,687	430,025	3,434,746	0	3,434,746	4,070,246	215,212	16,633	\$198,579
15	CORRECTIONS-JAIL	34,479	136,216	45,515	2,629	42,886	171,550	42,031		\$42,031
16	LODGER'S TAX-PROMOTIONAL FUND	105,535	273,091	0	5,703	(5,703)	365,977	6,946		\$6,946
17	POLICE COURT BOND	16,293	0	0	0	0	0	16,293		\$16,293
19	COURT AUTOMATION FUND	62,387	85,396	0	24,251	(24,251)	82,266	41,266		\$41,266
20	LODGER'S TAX-CITY	175,079	459,760	0	37,764	(37,764)	462,617	134,458		\$134,458
21	D.A.R.E. DONATIONS FUND	13,463	5,060	0	0	0	8,191	10,332		\$10,332
22	DESIGNATED GIFT FUND	35,870	1,641	0	0	0	35,770	1,741		\$1,741
24	GRANT CAPITAL IMPROVEMENT	52,870	381,504	0	0	0	382,004	52,370		\$52,370
27	MUNICIPAL COURT OPERATIONS	86,377	4,500	409,127	6,273	402,854	406,579	87,152	66,647	\$20,505
28	POLICE CONTINGENCY	44,752	19,363	0	0	0	24,566	39,549		\$39,549
31	CEMETERY-PERPETUAL CARE	736,614	14,829	0	0	0	0	751,443		\$751,443
32	COMMUNITY SERVICES	491,724	704,153	3,218,058	490,575	2,727,483	3,764,074	159,286	107,179	\$52,107
33	FIRE PROTECTION	310,346	623,768	0	0	0	881,891	52,223	49,721	\$2,502
36	LAW ENFORCEMENT FUND	(11,620)	130,563	0	0	0	118,921	22		\$22
37	STATE HIGHWAY FUND	73,073	44,856	0	1,579	(1,579)	25,225	91,125		\$91,125
38	TRAFFIC SAFETY FUND	53,629	30,248	0	0	0	38,000	45,877		\$45,877
39	STATE JUDICIAL	3,691	75,500	0	0	0	75,500	3,691		\$3,691
40	AIRPORT IMPROVEMENT PROJECTS	(28,096)	6,305,915	441,588	0	441,588	6,719,407	0		\$0
42	1984 GROSS RECEIPTS TAX	2,766,849	1,480,965	0	2,345,715	(2,345,715)	0	1,902,099		\$1,902,099
44	TRANSPORTATION FUND	991,810	1,176,794	601,028	228,812	372,216	2,246,264	294,556	146,933	\$147,623
	Revision #3	0	0	0	0	0	9,000	(9,000)		(9,000)
	Total Revised Fund 44	991,810	1,176,794	601,028	228,812	372,216	2,255,264	285,556	146,933	138,623
48	NEW MEXICO C.D.B.G.	107,625	607,625	0	0	0	607,625	107,625		\$107,625
	Revision #1	0	0	0	0	0	3,503	(3,503)		(3,503)
	Total Revised Fund 48	107,625	607,625	0	0	0	611,128	104,122	0	104,122
49	1986 GROSS RECEIPTS TAX	7,367,641	1,972,664	0	1,837,781	(1,837,781)	1,230,104	6,272,420	334,414	\$5,938,006
50	PROPERTY ACQUISITION	134,580	14,874	298,830	0	298,830	373,870	74,414		\$74,414
53	GENERAL OBLIGATION	633,216	714,092	7,589	0	7,589	738,285	616,612		\$616,612
54	REVERSE OSMOSIS PROJECT RSV	436,869	6,208,682	0	0	0	6,614,419	31,132		\$31,132
56	99 GRT FLOOD CONTROL BOND PROJ	894,935	6,007	1,201,863	74,258	1,127,605	2,025,982	2,565		\$2,565
59	REVENUE BOND P & I FUND	7,697	0	2,788,424	0	2,788,424	2,788,424	7,697		\$7,697
61	MUNICIPAL INFRASTRUCTURE .0625%	353,182	368,077	0	520,309	(520,309)	0	200,950		\$200,950
63	COMMUNITY DEVELOPMENT	244,829	141,000	128,721	44,158	84,563	327,568	142,824	61,620	\$81,204
	Revision #1	0	0	0	0	0	(3,503)	3,503		3,503
	Total Revised Fund 63	244,829	141,000	128,721	44,158	84,563	324,065	146,327	61,620	84,707
65	BUILDING CODES	24,735	33,200	103,107	12,335	90,772	134,606	14,101		\$14,101
69	1994 GROSS RECEIPTS	1,173,623	1,474,597	0	1,228,947	(1,228,947)	0	1,419,273	672,375	\$746,898
71	ALAMO SENIOR CENTER	253,443	1,143,377	438,928	0	438,928	1,714,740	121,008	120,816	\$192
	Revision #2	0	16,668	0	0	0	16,668	0		0
	Total Revised Fund 71	253,443	1,160,045	438,928	0	438,928	1,731,408	121,008	120,816	192
74	ALAMO SENIOR CENTER GIFT	97,353	21,923	0	634	(634)	70,485	48,157		\$48,157
75	RETIRED & SENIOR VOL. PROGRAM	(3,458)	252,830	50,559	16,138	34,421	275,411	8,382	8,362	\$20
81	WATER/SEWER OPERATING	11,936,526	9,688,538	98,413	4,077,733	(3,979,320)	13,507,446	4,138,298	1,748,697	\$2,389,601
82	98 JT WATER/SEWER BOND P&I	1,577,990	10,497	1,941,986	0	1,941,986	1,941,992	1,588,481		\$1,588,481
86	SOLID WASTE COLLECTION SYS.	239,945	2,027,562	188,408	133,303	55,105	1,895,955	426,657	313,326	\$113,331
88	BONITO CAMPGROUND	90,234	7,308,353	1,416,768	0	1,416,768	8,544,594	270,761		\$270,761
89	ESGRT .0625%	1,779,290	1,020,495	0	988,408	(988,408)	631,159	1,180,218		\$1,180,218
90	GOLF COURSE	125,810	1,579,191	234,052	57,443	176,609	1,779,479	102,131	36,541	\$65,590

FY15 RESOLUTION 2015-28

FUND NO.	FY 2014-2015 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
91	AIRPORT	273,237	252,047	25,000	86,527	(61,527)	375,608	88,149	41,984	\$46,165
94	OTERO GREENTREE REG LANDFILL	3,179,055	983,009	0	1,720	(1,720)	1,290,535	2,869,809	872,559	\$1,997,250
96	SELF-INSURED FUND	689,581	64,167	0	0	0	47,127	706,621		\$706,621
98	PAYROLL CLEARING	193,667	0	0	0	0	0	193,667		\$193,667
103	FIRE SERVICES BOND	7,589	0	0	7,589	(7,589)	0	0		\$0
104	UTILITY DEPOSITS	661,636	0	0	0	0	0	661,636		\$661,636
105	ECONOMIC DEVELOPMENT	5,034,445	1,787,102	0	0	0	2,934,089	3,887,458	267,673	\$3,619,785
107	SELF INSURED/LIABILITY	408,815	2,023	172,000	0	172,000	245,000	337,838		\$337,838
109	STREET CAPITAL GRT	6,759,806	3,487,326	109,204	1,116,653	(1,007,449)	4,532,310	4,707,373	558,327	\$4,149,046
	Revision #3	0	0	0	0	0	136,000	(136,000)		(136,000)
	Total Revised Fund 109	6,759,806	3,487,326	109,204	1,116,653	(1,007,449)	4,668,310	4,571,373	558,327	4,013,046
113	2009 G.O. BOND ACQ FUND	802,366	0	2,578,370	0	2,578,370	3,379,490	1,246		\$1,246
114	SIDEWALKS REVOLVING LOANS	129,932	863	0	0	0	0	130,795		\$130,795
115	CORP ESCROW ACCOUNT RESV	0	0	0	0	0	0	0		\$0
116	REG WATER SUPPLY TRANS LN	(312,256)	1,628,556	242,193	0	242,193	1,558,493	0		\$0
117	2011 JT W/S REF/IMP REVBD	711,699	0	0	0	0	704,530	7,169		\$7,169
118	2011 NMFA ST GRT STREET #15	3,506,077	44,062	0	109,204	(109,204)	3,375,979	64,956		\$64,956
119	2012 GRT REF/IMP REVBD	2,156,533	15,951	0	0	0	2,116,758	55,726		\$55,726
121	2015 GO BONDS-FUN CENTER	0	6,000,000	0	0	0	6,000,000	0		\$0
122	2015 GO BONDS-STREETS	0	4,500,000	0	0	0	4,500,000	0		\$0
901	HOUSING LOW RENT OPERATING	1,140,302	882,962	0	0	0	1,327,152	696,112		\$696,112
903	HOUSING HOMEOWNERSHIP OPER	691,484	3,170	0	0	0	203,198	491,456		\$491,456
904	HOUSING CAPITAL FUND PROJECTS	(0)	560,927	0	0	0	560,927	(0)		(\$0)
TOTALS FY2015		66,734,761	83,309,402	20,174,477	20,174,477	0	111,826,688	38,217,475	7,714,619	35,731,242
Prior Resolution		66,734,761	83,292,734	20,174,477	20,174,477	0	111,665,020	38,362,475		
8 Adjustments Resolution 2015-28		0	16,668	0	0	0	161,668	(145,000)		

Resolution 2015-28 June 23, 2015

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #1					
This budget revision is to correct the allocation of In-House Engineering from the Engineering Department Salary/Supervisory line item to the correct expense line for the In-House Engineering. In-House Engineering is adjusted through the Engineering Time Allocation Reports (ETARS), where project managers charge their time to the projects they work on.					
48	NEW MEXICO C.D.B.G.				
	<i>Expenditures</i>				
GC1402	048-0207-463.57-35	In-House Engineering	0	3,503	3,503
63	COMMUNITY DEVELOPMENT				
	<i>Expenditures</i>				
GC1402	063-5005-419.20-01	Supervisory	3,503	(3,503)	0

REVISION #2

This budget revision is requested to increase revenues and expenditures to accept funds from United Way for FY15/16.

71	ALAMO SENIOR CENTER				
	<i>Revenues</i>				
SC16UW	071-0000-316.15-55	United Way	0	16,668	16,668
	<i>Expenditures</i>				
SC16UW	071-8024-445.32-60	Food Purchases	0	10,348	10,348
SC16UW	071-8025-445.32-75	Program Supplies	0	4,820	4,820
SC16UW	071-8025-445.56-05	Travel & Training	0	1,500	1,500
		Total Expenditures	0	16,668	16,668

REVISION #3

Budget revision is requested to utilize the budget from closed projects on a previous budget revision totaling \$602,018-dated by dept. 4-21-15, and finance 5-15-15, from Fund 109 - total adjustment closed project = \$510,701. \$245,000 to move in this new project for the 27th Street Arroyo Crossing (EN1505). Proportionate share of drainage and roadway projects included in In-House Engineering and Professional Services Lines.

44	TRANSPORTATION				
	<i>Expenditures</i>				
EN1505	044-9499-990.65-52	Drainage	0	100,000	100,000
EN1505	044-9499-990.57-35	In-House Engineering	0	4,500	4,500
EN1505	044-9499-990.57-34	Contract Services	0	4,500	4,500
PW1504	044-9499-990.65-52	Drainage Improvements	100,000	(100,000)	0
		Total Expenditures	100,000	9,000	109,000
109	STREET CAPITAL				
	<i>Expenditures</i>				
EN1505	109-9003-430.57-35	In-House Engineering	0	5,500	5,500
EN1505	109-9003-430.57-43	Professional Services	0	5,500	5,500
EN1505	109-9003-430.65-29	Street Capital	0	125,000	125,000
		Total Expenditures	0	136,000	136,000

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISÉD 12/08/06

For Local Government Division use only:

ENTITY NAME:	City of Alamogordo
FISCAL YEAR:	2014/2015
DFA Resolution Number:	

[illegible]

ATTEST: _____
 Title (Date)

Mayor/Board Chairman	(Date)
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AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 5

Submitted By: Matt McNeile, Assistant
City Manager

Subject: Approve Resolution No. 2015-29 approving an increase in Leisure Service Fees and Civic Center Fees by 10%. **(Roll call vote required)** *(Matt McNeile, Assistant City Manager)*

Fiscal Impact: \$29,110 increase in income
Amount Budgeted: \$29,110.00
Fund: Fund 32 Community Services Fund 20 Civic Center

Additional Fiscal Impact:

Recommendation: Approve Resolution 2015-29. **(Roll call vote required)**

Background: During the public budget workshops, the City Commission directed staff to increase the Leisure Services Fees and the Civic Center fees by 10% beginning July 1, 2015. Due to increased operational costs (gas, electricity, water, equipment, etc...) the Leisure Services Fund (32-61) and the Civic Center Fund (20) needs to be adjusted to offset normal operating costs with a user fee increase.

RESOLUTION 2015-29
REQUESTING INCREASES IN LEISURE SERVICE FEES AND CIVIC
CENTER FEES

WHEREAS, the City of Alamogordo provides a wide range of activities through its Community Services Department, and;

WHEREAS, it is the City's goal to provide these services at a rate which will enable the city to provide the widest range of activities possible at the most reasonable cost possible, and;

WHEREAS, the cost of operating the various leisure services activities has increased, and;

WHEREAS, the City Commission desires to continue providing services at the current level.

BE IT THEREFORE RESOLVED by the City Commission of the City of Alamogordo, New Mexico that the fees charged by the Community Services Department are adjusted to the rates shown on the attached chart as of July 1, 2015.

DONE this 23rd day of June, 2015.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By: _____
Susie Galea, Mayor

ATTEST:

Renee L. Cantin, City Clerk

Stephen P. Thies, City Attorney

Alamogordo Family Recreation Center
Current Programs Activities
Effective 05/20/15

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Line Item Name Adult Fees 032-6106-314-1304	Current Fee Including Tax	Approximate 10% Increase Based on Current Fees Rounded Up to the Nearest
Daily Gym Adult	\$2.00	\$2.25
Daily Weight Room	\$3.00	\$3.50
Line Item Name Youth Fees 032-6106-314-1305	Current Fee Including Tax	Approximate 10% Increase Based on Current Fees Rounded Up to the Nearest
Camp Cottonwood	\$73.25	\$80.75
After School Frenzy	\$34.50	\$38.00
ASF Drop-in Fee 1/2 Day	\$20.70	\$23.00
ASF Drop-in Fee Full Day	\$27.60	\$30.50
ASF No Show Fee	\$7.50	\$8.25
ASF Late Fee	\$7.50	\$8.25
Tennis Camp	\$27.50	\$30.25
Youth Basketball	\$40.00	\$44.00
Daily Gym Youth	\$2.00	\$2.25
Spring Fling	\$77.50	\$85.25
Basketball Camp	\$27.50	\$30.25
Soccer Camp	\$27.50	\$30.25
Turkey Week	\$46.50	\$51.25
Wild-N-Winter 1st week	\$62.00	\$68.25
Wild-N-Winter 2nd week	\$62.00	\$68.25
Line Item Name Pool Programs 032-6106-314-1310	Current Fee Including Tax	Approximate 10% Increase Based on Current Fees Rounded Up to the Nearest
Swim Lesson Summer	\$50.50	\$55.75
Swim Lesson Fall	\$30.75	\$34.00
Junior Lifeguarding	\$54.00	\$59.50
Adult Beginning Swim Lessons	\$50.50	\$55.75
Daily Aquacize	\$3.00	\$3.50
Daily Aqua Zumba	\$3.00	\$3.50
Daily Pool Adult	\$3.00	\$3.50
Daily Pool Youth/Senior	\$3.00	\$3.50
Discount Day	\$2.00	\$2.25
Swim Diapers	\$2.50	\$2.75
Shower	\$1.75	\$2.00

Alamogordo Family Recreation Center
Current Programs Activities
Effective 05/20/15

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Line Item Name Recreation Membership 032-6106-314-1318	Current Fee Including Tax	Approximate 10% Increase Based on Current Fees Rounded Up to the Nearest
Family Full Facility Annual	\$1,036.00	\$1,139.75
Adult Full Facility Annual	\$740.00	\$814.00
Senior Full Facility Annual	\$663.00	\$729.50
Youth Full Facility Annual	\$663.00	\$729.50
Family Weight Room & Gym Annual	\$593.00	\$652.50
Adult Weight Room & Gym Annual	\$297.00	\$326.75
Senior Weight Room & Gym Annual	\$261.00	\$287.25
Youth Weight Room & Gym Annual	\$261.00	\$287.25
Family Weight Room & Gym Monthly	\$93.00	\$102.50
Adult Weight Room & Gym Monthly	\$49.00	\$54.00
Senior Weight Room & Gym Monthly	\$38.25	\$42.25
Youth Weight Room & Gym Monthly	\$38.25	\$42.25
Family Full Facility Monthly	\$119.50	\$131.50
Adult Full Facility Monthly	\$84.25	\$92.75
Senior Full Facility Monthly	\$79.50	\$87.50
Youth Full Facility Monthly	\$79.50	\$87.50
Adult Full Facility Punch Pass	\$60.80	\$67.00
Senior Full Facility Punch Pass	\$41.30	\$45.50
Youth Full Facility Punch Pass	\$41.30	\$45.50
Weight Room Punch Pass	\$29.00	\$32.00
Gym Punch Pass	\$13.80	\$15.25
Line Item Name Pool Memberships & Punch Passes 032-6106-314-1322	Current Fee Including Tax	Approximate 10% Increase Based on Current Fees Rounded Up to the Nearest
Adult Pool Annual	\$416.00	\$457.75
Family Pool Annual	\$687.00	\$755.75
Senior Pool Annual	\$374.00	\$411.50
Youth Pool Annual	\$374.00	\$411.50
Adult Pool Monthly	\$69.75	\$76.75
Family Pool Monthly	\$105.25	\$116.00
Senior Pool Monthly	\$38.25	\$42.25
Youth Pool Monthly	\$38.25	\$42.25
Adult Aquacize Monthly	\$35.75	\$39.50
Senior Aquacize Monthly	\$34.50	\$38.00
Adult Aqua Zumba Monthly	\$35.75	\$39.50
Senior Aqua Zumba Monthly	\$34.50	\$38.00
Adult Pool Punch Pass	\$30.00	\$33.00
Senior Pool Punch Pass	\$26.80	\$29.50
Youth Pool Punch Pass	\$26.80	\$29.50
Aquacize Punch Pass	\$26.80	\$29.50
Senior Aquacize Punch Pass	\$18.50	\$20.50
Aqua Zumba Punch Pass	\$26.80	\$29.50
Senior Aqua Zumba Punch Pass	\$18.50	\$20.50
Summer Swim Punch Pass	\$52.50	\$57.75

Alamogordo Family Recreation Center
Current Programs Activities
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Line Item Name Recreation Rental 032-6106-314-1340	Current Fee Rentals Are Not Taxed	Approximate 10% Increase Based on Current Fees Rounded Up to the Nearest
Multi-Purpose Room Mon.- Thurs. 6 a.m. - 7 p.m.	\$62.50	\$68.75
Multi-Purpose Room Friiday 6 a.m. - 6 p.m.	\$62.50	\$68.75
Multi-Purpose Room Sat./ Sun. 1p.m. - 6 p.m.	\$62.50	\$68.75
Skate Park	\$34.50	\$38.00
Garden Center Gazebo	\$40.25	\$44.50
Birthday Parties 2-4 pm	\$160.00	\$176.00
Birthday Parties 2-5 pm	\$172.50	\$189.75
Adult Ballfields League 1 Field	\$17.50	\$19.25
Adult Ballfields League 4 Fields	\$70.00	\$77.00
Ballfield Light Rental Fee (Per Hour)	\$9.75	\$10.75
Parks For Profit	\$623.50	\$686.00
Parks For Events	\$32.25	\$35.50
Desert Foothills Pavillion	\$25.00	\$27.50
Washington Park Pavilion	\$25.00	\$27.50
Washington Park Amphitheater	\$25.00	\$27.50
Alameda Park Gazebo	\$40.25	\$44.50
Alameda Park Pavilion	\$25.00	\$27.50
Alameda Park South	\$32.50	\$35.75
Alameda Park Zoo (1 hour)	\$73.75	\$81.25
Entire Alameda Park Zoo	\$666.00	\$732.75
Alameda Park Zoo Pavillion	\$24.25	\$26.75
Electricity Set Up Fee Per Pavillion	\$17.25	\$19.00
Electricity Set Up Fee Per Powerpole	\$17.25	\$19.00
AFRC Gym M-F (1-60)	\$45.75	\$50.50
AFRC Gym M-F (61-100)	\$90.25	\$99.50
AFRC Gym M-F (101-200)	\$134.50	\$148.00
AFRC Gym M-F (201-300)	\$179.00	\$197.00
Tennis Courts per hour	\$17.50	\$19.25
Tennis Courts 1-8 per hour	\$123.00	\$135.50
Tournament Fee	\$15.75	\$17.50
Pool Rentals 1-60 People first hour	\$122.75	\$135.25
each additional hour	\$61.75	\$68.00
61-100 People first hour	\$188.50	\$207.50
each additional hour	\$102.75	\$113.25
101-200 People first hour	\$406.00	\$446.75
each additional hour	\$204.00	\$224.50
201-300 People first hour	\$607.75	\$668.75
each additional hour	\$308.75	\$339.75
Armed Forces Day/Gus Macker w/elect.	\$100.00	\$110.00
Armed Forces Day/Gus Macker no/elect.	\$75.00	\$82.50

Alamogordo Family Recreation Center
Current Programs Activities
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*Line Item Name Alamogordo Public Schools 032-6106-314-1340	Current Fee Rentals Are Not Taxed	Approximate 0% Increase Based on Current Fees Rounded Up to the Nearest
Pool Usage (2015-2016)	JPA \$48.45	JPA \$48.45
Guard Fee (2015-2016)	JPA \$16.90	JPA \$16.90
Line Item Name Civic Center Fees 020-0000-314-1309	Current Fee Rentals Are Not Taxed	Approximate 10% Increase Based on Current Fees Rounded Up to the Nearest
Christmas Craft Show 1st and 2nd Wall Space	\$56.75	\$62.50
Christmas Craft Show 3rd Wall Space	\$28.75	\$31.75
Christmas Craft Show 1st and 2nd Middle Space	\$43.00	\$47.50
Christmas Craft Show 3rd Middle Space	\$22.25	\$24.50
	\$336.50	\$370.25
Non Profit Government	\$135.00	\$148.50
Non Profit Event	\$269.25	\$296.25
Fundraiser	\$370.50	\$407.75
Conference Rooms 8 a.m. - 5 p.m.	\$41.75	\$46.00
Conference Rooms 5-10 p.m.	\$55.00	\$60.50
Conference Rooms W/Auditorium	\$14.75	\$16.25
Kitchen	\$67.75	\$74.75
Ice Machine	\$28.00	\$31.00

*Fees are established by the Joint Powers Agreement.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 6

Submitted By: Robert Duncan, Police Chief

Subject: Approve an Application for participation in the FY2016 Community DWI Program in the amount of \$13,406. (*Robert Duncan, Police Chief*)

Fiscal Impact: \$13406.00
Amount Budgeted: \$13,406.00
Fund: Fund 36-4604

Additional Fiscal Impact:

Recommendation: Approve the Application for participation in the FY2016 Community DWI Program in the amount of \$13,406.

Background: The State of New Mexico accumulates revenues from fees imposed on DWI's, which is distributed back to local public entities through the New Mexico Traffic Safety Bureau.

This funding is allocated for three areas: Overtime, Supplies and Travel. Overtime expenses include DWI Roadblocks, Saturation patrols and Cops in Shop/Underage Drinking Enforcement. Supply expenses include the cellular phone for the CDWI projects. It also includes the supplies needed for two alcohol free events in conjunction with high school graduation for community youth as a safe drug and alcohol free alternative. Travel expenses include the annual CDWI and OBD/ODWI conference and any other Traffic Safety mandated training.

The attached application is a requirement for the City to receive funding from the State of New Mexico Traffic Safety Bureau.

Grant Request

Grant # _____

Grant Name: Community DWI

Grantor: State of New Mexico
Department of Transportation
Traffic Safety Bureau

Grantee: City of Alamogordo
Police Department

Grant Date: _____

Amount: \$13,460.00

City Match: Yes ☐ No ☒

No ☒

If yes, match amount: \$ _____

Grant Type: Federal ☐ State ☒

State 

Future obligation, if any: _____

Grant Information

CDWI is one of the four annual grants received from the Traffic Safety Bureau. The agreement is funded by fees imposed on convicted drunk drivers. The funds can be used for Underage Drinking and Driving Prevention, Enforcement and Education activities. See attached Application, Memorandum of Agreement, and Scope of Work.

The total award was for \$13,406.00

Approved by Director

Date _____

Approved by City Manager

Date _____

Application approved: Yes ☐ No ☐

If yes, send copies to: City Manager ☐ City Attorney ☐ Finance Director ☐ Grant Coordinator ☐



New Mexico DEPARTMENT OF
TRANSPORTATION

May 18, 2015

Lieutenant Tracy Corbett
City of Alamogordo
700 Virginia Avenue
Alamogordo, NM 88310

Dear Lieutenant Corbett:

The New Mexico Department of Transportation, Traffic Safety Division is pleased to announce that the City of Alamogordo CDWI has been awarded \$13,406 for the Community DWI Program.

Funds collected and reverted back to communities are from a \$75 fee imposed on convicted drunk drivers as allowed by Section 31-12-7(B), and Regulation 18.20.6 NMAC (2004). Funding varies based on revenue collected and may differ from previous years.

Please refer to the link below for the CDWI Manual/Forms information needed to complete the application process. http://dot.state.nm.us/en/TS_Forms_Manuals.html

Completed applications should be submitted to the New Mexico Department of Transportation, Traffic Safety Division at P.O. Box 1149, Santa Fe, NM 87504.

The deadline to submit your application proposal is **June 5, 2015**. If your agency is unable to utilize the CDWI funding this year there is an option to transfer the funding to the New Mexico State Police. Please inform your program manager if you choose this option.

We appreciate all your efforts in your community as an integral part of the overall mission to reduce drunk driving. We look forward to your efforts again this year. Please do not hesitate to call the Traffic Safety Division designated program manager with any questions or concerns.

Sincerely,

Robert J. Archuleta, Director
Traffic Safety Division

Cc: Kimberly Wildharber, Alcohol Enforcement Programs
Mike Quintana, Program Manager

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Vice Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

APPLICATION FOR CDWI FUNDS

Program Year applying for: 1-Jul 15 6/30/2016

Project Title and Project Number: _____

Applicant Agency:	Alamogordo Police Department
Address:	700 Virginia
City, State, Zip:	Alamogordo, New Mexico 88310
Phone Number:	575-439-4300
Fax Number:	575-439-4103
Project Director and Title:	Lt Tracy Corbett

Government Unit:	City of Alamogordo
Address:	1376 E Ninth St
City, State, Zip:	Alamogordo, NM 88310
Phone Number:	575-439-4222
Fax Number:	575-439-4103
Authorizing Official and Title:	Mayor Susie Galea

Check to be sent to (address):	Alamogordo Police Department
	700 Virginia Ave
	Alamogordo, NM 88310

Traffic Safety Bureau	
Program Manager:	_____
Phone:	_____

BUDGET:

Self-calculating chart, simply enter data

Budget Category	Program Category				Category Total
	Enforcement	Prevention	Off. Programs	PI & E	
Personal Services	9,406.00				\$9,406.00
Contractual Services	500.00				\$500.00
Commodities Budget		2,000.00	1,500.00		\$3,500.00
Indirect Costs	N/A	N/A	N/A	N/A	\$0.00
Other					\$0.00
NM State Police (NMSP)	Amount not included in Total \$ Requested				
Special Investigations Division (SID)	Amount not included in Total \$ Requested				
Total \$ Received	\$9,906.00	\$2,000.00	\$1,500.00	\$0.00	\$13,406.00
TOTAL \$ REQUESTED FOR AGENCY (w/o NMSP & SID)					\$13,406.00

Approved Start Date: upon execution of the Project Agreement

End Date: 30-Jun-16

CERTIFICATION:

The attached application, reviewed and approved by the governing body of the

Alamogordo/Otero County CDWI
(Applicant)

on _____, authorizes the applicant to file this application for assistance from the State of New Mexico.

(Date Reviewed)

To the best of my knowledge, the information presented in this application is true and correct.

Project Director Signature: _____

Date: 6/9/2015

Authorizing Official Signature: _____

Date: _____

(Rev. 12/05)

(application.xls)

SCOPE OF WORK

Project Number:

Program Category: ENFORCEMENT

A. PERFORMANCE GOAL:

State Goal:

1. Reduce the number of traffic fatalities from 342 in 2012 (2011-2013 average) to 330 by 2015. (FARS data)
2. Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above from 97 in 2012 (2011-2013 average) to 95 by 2015. (FARS data)
3. Reduce fatalities per 100M VMT from 1.33 in 2012 (2011-2013 average) to 1.30 by 2015. (FARS data)
4. Reduce the number of serious injuries (Class A- incapacitating injuries) in traffic crashes from 1,637 in 2012 (2011-2013 average) to 1,585 by 2015. Reduce the rate of serious injuries from 6.41 in 2012 (2011-2013 average) to 6.30 by 2015. (State crash files, FHWA)
5. Reduce the number of speeding-related fatalities from 122 in 2012 (2011-2013 average) to 118 by 2015. (FARS data)
6. Reduce the number of motorcyclist fatalities from 50 in 2012 (2011-2013 average) to 48 by 2015. (FARS data)
7. Reduce the number of un-helmeted motorcyclist fatalities from 38 in 2012 (2011-2013 average) to 37 by 2015. (FARS data)

Local Goal:

1. Reduce recidivism rate and DWI fatalities by 10% in the City of Alamogordo in FY 16.
2. Continue to educate the community and heighten DWI awareness to reduce the DWI crashes, fatalities, and injuries in the City of Alamogordo by 10% in FY 16.

B. OBJECTIVES:

To continue to the collaborative DWI enforcement efforts of local law enforcement agencies. (Alamogordo Police Department, Otero County Sheriffs Office, New Mexico State Police District 8.)

C. ACTIVITIES:

1. Supplement personnel with overtime funds for current DWI roadblocks and Saturation Patrols for the Alamogordo Police Department.
2. Cops in Shops/Underage drinking enforcement-Provide funds for overtime, targeting underage drinking enforcement activities. (school functions, athletic events, and other events where youth are in large numbers.
3. Cellular phone contact-Continue to provide funds for 1 cellular phone utilized for CDWI projects.
4. Collaborate with other local agencies on underage drinking offender programs such as R.E.A.L. Mission and Juvenile Drug Court.

D. MEASURES:

QUARTERLY PROJECTIONS:

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
1. Saturation Patrols	1	0	0	0
2. Under-aged Drinking Enforcement	5	5	7	5
3. Cellular Phone Contract	Entire Project Year			

E. RESOURCES:

Payment will be made to the fiscal agent by TSB after receiving a properly executed request for reimbursement for eligible expenses. Project Reimbursement Claim form must be accompanied by the Project Reimbursement Claim (SUPPLEMENT) form and/or other documentation as requested/approved by TSB program manager. Requests for Reimbursement must be submitted to the Traffic Safety Bureau at least quarterly.

F. TRAINING:

The Project Director will participate in the CDWI Conference once a year and any other training determined by TSB to be necessary to implement program activities.

G. SELF-SUFFICIENCY:

This program will fund activities to reduce DWI which are of permanent direct benefit to traffic safety in New Mexico.

H. EVALUATION:

The agency will submit its quarterly reports by October 30, June 30, April 30 and August 31.

I. BUDGET BY CATEGORY:

Personal:	\$9,406.00
Contractual:	\$500.00
Commodities:	\$3,500.00
Indirect:	
Other:	

Total for Program Category: **\$13,406.00**

Total Agreement Amount: **\$13,406.00**

End Date: 30-Jun-16

SCOPE OF WORK

Project Number:

Program Category: PREVENTION

A. PERFORMANCE GOAL:

State Goal:

1. Reduce the number of traffic fatalities from 342 in 2012 (2011-2013 average) to 330 by 2015. (FARS data)
2. Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above from 97 in 2012 (2011-2013 average) to 95 by 2015. (FARS data)
3. Reduce fatalities per 100M VMT from 1.33 in 2012 (2011-2013 average) to 1.30 by 2015. (FARS data)
4. Reduce the number of serious injuries (Class A- incapacitating injuries) in traffic crashes from 1,637 in 2012 (2011-2013 average) to 1,585 by 2015. Reduce the rate of serious injuries from 6.41 in 2012 (2011-2013 average) to 6.30 by 2015. (State crash files, FHWA)
5. Reduce the number of speeding-related fatalities from 122 in 2012 (2011-2013 average) to 118 by 2015. (FARS data)
6. Reduce the number of motorcyclist fatalities from 50 in 2012 (2011-2013 average) to 48 by 2015. (FARS data)
7. Reduce the number of un-helmeted motorcyclist fatalities from 38 in 2012 (2011-2013 average) to 37 by 2015. (FARS data)

Local Goal:

1. Reduce recidivism rate and DWI fatalities by 10% in the City of Alamogordo in FY 16.
2. Continue to educate the community and heighten DWI awareness to reduce the DWI crashes, fatalities, and injuries in the City of Alamogordo by 10% in FY 16.

B. OBJECTIVES:

To continue to the collaborative DWI enforcement efforts of local law enforcement agencies. (Alamogordo Police Department, Otero County Sheriffs Office, New Mexico State Police District 8.)

C. ACTIVITIES:

1. Supplement personnel with overtime funds for current DWI roadblocks and Saturation Patrols for the Alamogordo Police Department.
2. Cops in Shops/Underage drinking enforcement-Provide funds for overtime, targeting underage drinking enforcement activities. (school functions, athletic events, and other events where youth are in large numbers.
3. Cellular phone contact-Continue to provide funds for 1 cellular phone utilized for CDWI projects.
4. Collaborate with other local agencies on underage drinking offender programs such as R.E.A.L. Mission and Juvenile Drug Court.

D. MEASURES:

QUARTERLY PROJECTIONS:

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
1. Saturation Patrols	1	0	0	0
2. Under-aged Drinking Enforcement	5	5	7	5
3. Cellular Phone Contract	Entire Project Year			

E. RESOURCES:

Payment will be made to the fiscal agent by TSB after receiving a properly executed request for reimbursement for eligible expenses. Project Reimbursement Claim form must be accompanied by the Project Reimbursement Claim (SUPPLEMENT) form and/or other documentation as requested/approved by TSB program manager. Requests for Reimbursement must be submitted to the Traffic Safety Bureau at least quarterly.

F. TRAINING:

The Project Director will participate in the CDWI Conference once a year and any other training determined by TSB to be necessary to implement program activities.

G. SELF-SUFFICIENCY:

This program will fund activities to reduce DWI which are of permanent direct benefit to traffic safety in New Mexico.

H. EVALUATION:

The agency will submit its quarterly reports by October 30, June 30, April 30 and August 31.

II. BUDGET BY CATEGORY:

Personal:	\$9,406.00
Contractual:	\$500.00
Commodities:	\$3,500.00
Indirect:	
Other:	

Total for Program Category: **\$13,406.00**

Total Agreement Amount: **\$13,406.00**

End Date: **June 30, 2016**

SCOPE OF WORK

Project Number:

Program Category: PUBLIC INFORMATION & EDUCATION (PI&E)

A. PERFORMANCE GOAL:

State Goal:

1. Reduce the number of traffic fatalities from 342 in 2012 (2011-2013 average) to 330 by 2015. (FARS data)
2. Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above from 97 in 2012 (2011-2013 average) to 95 by 2015. (FARS data)
3. Reduce fatalities per 100M VMT from 1.33 in 2012 (2011-2013 average) to 1.30 by 2015. (FARS data)
4. Reduce the number of serious injuries (Class A- incapacitating injuries) in traffic crashes from 1,637 in 2012 (2011-2013 average) to 1,585 by 2015. Reduce the rate of serious injuries from 6.41 in 2012 (2011-2013 average) to 6.30 by 2015. (State crash files, FHWA)
5. Reduce the number of speeding-related fatalities from 122 in 2012 (2011-2013 average) to 118 by 2015. (FARS data)
6. Reduce the number of motorcyclist fatalities from 50 in 2012 (2011-2013 average) to 48 by 2015. (FARS data)
7. Reduce the number of un-helmeted motorcyclist fatalities from 38 in 2012 (2011-2013 average) to 37 by 2015. (FARS data)

Local Goal:

1. Reduce recidivism rate and DWI fatalities by 10% in the City of Alamogordo in FY 16.
2. Continue to educate the community and heighten DWI awareness to reduce the DWI crashes, fatalities, and injuries in the City of Alamogordo by 10% in FY 16.

B. OBJECTIVES:

To continue to the collaborative DWI enforcement efforts of local law enforcement agencies. (Alamogordo Police Department, Otero County Sheriffs Office, New Mexico State Police District 8.)

C ACTIVITIES:

1. Supplement personnel with overtime funds for current DWI roadblocks and Saturation Patrols for the Alamogordo Police Department.
2. Cops in Shops/Underage drinking enforcement-Provide funds for overtime, targeting underage drinking enforcement activities. (school functions, athletic events, and other events where youth are in large numbers.
3. Cellular phone contact-Continue to provide funds for 1 cellular phone utilized for CDWI projects.
4. Collaborate with other local agencies on underage drinking offender programs such as R.E.A.L. Mission and Juvenile Drug Court

D. MEASURES:

QUARTERLY PROJECTIONS:

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
1. Saturation Patrols	1	0	0	0
2. Underaged Drinking Enforcement	5	5	7	5
3. Cellular Phone Contract	Entire Project Year			

E. RESOURCES:

Payment will be made to the fiscal agent by TSB after receiving a properly executed request for reimbursement for eligible expenses. Project Reimbursement Claim form must be accompanied by the Project Reimbursement Claim (SUPPLEMENT) form and/or other documentation as requested/approved by TSB program manager. Requests for Reimbursement must be submitted to the Traffic Safety Bureau at least quarterly.

F. TRAINING:

The Project Director will participate in the CDWI Conference once a year and any other training determined by TSB to be necessary to implement program activities.

G. SELF-SUFFICIENCY:

This program will fund activities to reduce DWI which are of permanent direct benefit to traffic safety in New Mexico.

H. EVALUATION:

The agency will submit its quarterly reports by October 30, June 30, April 30 and August 31.

III. BUDGET BY CATEGORY:

Personal:	\$9,406.00
Contractual:	\$500.00
Commodities:	\$3,500.00
Indirect:	
Other:	

Total for Program Category: **\$13,406.00**

Total Agreement Amount: **\$13,406.00**

End Date: **30-Jun-16**

SCOPE OF WORK

Project Number:

Program Category: OFFENDER PROGRAMS

A. PERFORMANCE GOAL:

State Goal:

1. Reduce the number of traffic fatalities from 342 in 2012 (2011-2013 average) to 330 by 2015. (FARS data)
2. Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above from 97 in 2012 (2011-2013 average) to 95 by 2015. (FARS data)
3. Reduce fatalities per 100M VMT from 1.33 in 2012 (2011-2013 average) to 1.30 by 2015. (FARS data)
4. Reduce the number of serious injuries (Class A- incapacitating injuries) in traffic crashes from 1,637 in 2012 (2011-2013 average) to 1,585 by 2015. Reduce the rate of serious injuries from 6.41 in 2012 (2011-2013 average) to 6.30 by 2015. (State crash files, FHWA)
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Local Goal:

1. Reduce recidivism rate and DWI fatalities by 10% in the City of Alamogordo in FY 16.
2. Continue to educate the community and heighten DWI awareness to reduce the DWI crashes, fatalities, and injuries in the City of Alamogordo by 10% in FY 16.

B. OBJECTIVES:

To continue to the collaborative DWI enforcement efforts of local law enforcement agencies. (Alamogordo Police Department, Otero County Sheriffs Office, New Mexico State Police District 8.)

C. ACTIVITIES:

1. Supplement personnel with overtime funds for current DWI roadblocks and Saturation Patrols for the Alamogordo Police Department.
2. Cops in Shops/Underage drinking enforcement-Provide funds for overtime, targeting underage drinking enforcement activities. (school functions, athletic events, and other events where youth are in large numbers.
3. Cellular phone contact-Continue to provide funds for 1 cellular phone utilized for CDWI projects.
4. Collaborate with other local agencies on underage drinking offender programs such as R.E.A.L. Mission and Juvenile Drug Court

D. MEASURES:

QUARTERLY PROJECTIONS:

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
1. Saturation Patrols	1	0	0	0
2. Underaged Drinking Enforcement	5	5	7	5
3. Cellular Phone Contract	Entire Project Year			

E. RESOURCES:

Payment will be made to the fiscal agent by TSB after receiving a properly executed request for reimbursement for eligible expenses. Project Reimbursement Claim form must be accompanied by the Project Reimbursement Claim (SUPPLEMENT) form and/or other documentation as requested/approved by TSB program manager. Requests for Reimbursement must be submitted to the Traffic Safety Bureau at least quarterly.

F. TRAINING:

The Project Director will participate in the CDWI Conference once a year and any other training determined by TSB to be necessary to implement program activities.

G. SELF-SUFFICIENCY:

This program will fund activities to reduce DWI which are of permanent direct benefit to traffic safety in New Mexico.

H. EVALUATION:

The agency will submit its quarterly reports by October 30, June 30, April 30 and August 31.

IV. BUDGET BY CATEGORY:

Personal:	\$9,406.00
Contractual:	\$500.00
Commodities:	\$3,500.00
Indirect:	
Other:	

Total for Program Category: **\$13,406.00**

Total Agreement Amount: **\$13,406.00**

End Date: **30-Jun-16**

MEMORANDUM OF AGREEMENT

This comprehensive Community DWI Prevention Program is between the City of Alamogordo and the County of Otero. This agreement is effective on the 1st day of July 2015, but is not a valid and binding agreement until executed by all parties thereto.

The parties agree as follows:

To file a joint application to the New Mexico State Highway and Transportation Department, Traffic Safety Bureau for funding of a comprehensive Community DWI Program that reflects an integrated approach to our mutual problem of driving while intoxicated.

The City of Alamogordo, the County of Otero agree to combine our funds and resources in achieving a common goal of removing the DWI from the streets and highways of The City of Alamogordo and the County of Otero thus reducing our highway traffic accidents that are alcohol related.

We will establish a joint Task Force as provided for and described in the CDWI Program Manual.

The City of Alamogordo agrees to be the fiscal agent to apply for the grant funds and the County of Otero agrees to this arrangement.

There is no requirement for matching funds for this program funding.

Attest: _____ City of Alamogordo Date _____
Susie Galea, Mayor

Attest:  _____ County of Otero Date 6/9/15
Pamela Heltner, County Manager

ATTACHMENT 4

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 7

Submitted By: Stephen Thies, City Attorney

Subject: Approve an agreement for Assignment of Airport Lease from Richard Finch to Kevin Dunshee and James Holder (Area E4-A). (*Stephen Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the agreement for Assignment of Airport Lease.

Background: Richard Finch purchased the hangar located in Area E4-A from James Fambrough in 2007.

Richard Finch's attorney-in-fact, Philip N. Finch now wishes to assign the lease to Kevin Dunshee and James Holder. Mr. Dunshee and Mr. Holder have delivered all necessary documents for the assumption and assignment of the Finch lease. The Airport Advisory Board as recommended approval of this Assignment at their June 12, 2015 Special Meeting.

Mr. Dunshee and Mr. Holder understand and agree that the Finch lease will not be renewed when it expires on June 30, 2026 and that they will have to sign a new lease with the City using the lease form in place at that time.

**RECOMMENDATION BY THE AIRPORT ADVISORY BOARD
CITY OF ALAMOGORDO, NEW MEXICO
OTERO COUNTY**

SUBJECTS: Consider A Recommendation of Approval to the City of Alamogordo Commission on a Land Lease Agreement Transfer / Assignment of Airport Lease from Richard Finch to Kevin Dunshee and James Holder (Area E4-A).

FOR AGENDA OF: June 12, 2015 (Special Meeting):
SUBMITTED BY: Leaseholder and Prospective Leaseholders

EXHIBITS: Lease Agreements and / or Applications

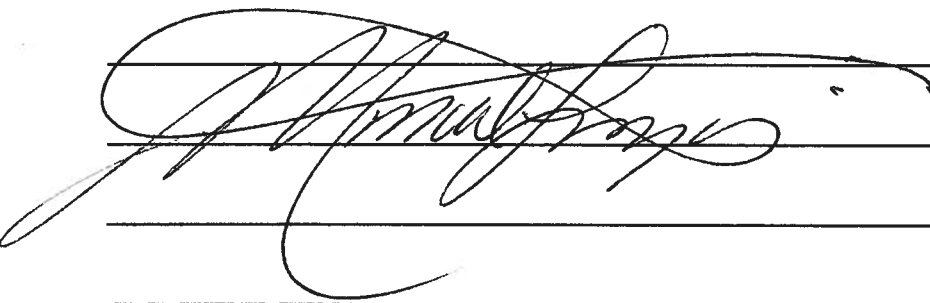
Expenditure	Current Balance	Amount	Account
Required: none	in Account: n/a	Budgeted: n/a	Number: n/a

PAYMENT TO BE MADE TO: CITY OF ALAMOGORDO
APPROVED FOR SUBMITTAL BY CITY ATTORNEY : STEPHEN THIES

SUMMARY STATEMENT

This Assignment of Airport Lease from Richard Finch to Kevin Dunshee and James Holder (Area E4-A) was unanimously recommended for approval today at a special meeting of the City of Alamogordo Airport Advisory Board, with the stipulation that Kevin Dunshee and James Holder submitted documentation to the city legal department to meet all application requirements.

Additional Recommended Stipulations: None -

 06-12-2015 (11:37am)

Recommend City Commission Approval as submitted.

Airport Board Vote: In favor: 3 Not in favor: 0 Members Present: 3

**CITY OF ALAMOGORDO
ALAMOGORDO-WHITE SANDS REGIONAL AIRPORT**

APPLICATION FOR ASSIGNMENT OF LEASE

The undersigned hereby applies to the City of Alamogordo for the assignment of that land lease governing the area of the Alamogordo-White Sands Regional Airport known as, E4 A Area , Formally known as Area M.

The current holder of this lease is Richard Finch. By my signature below, I state to the City of Alamogordo that I approve of and request the authority to transfer all of my right, title and interest in this lease to Kevin Dunshee and James Holder

I understand that if the City approves this assignment of lease, I will be relieved of any further responsibility under this lease other than undetected or undisclosed environmental issues.

Both parties to this request for assignment state that they are requesting the City of Alamogordo to accept the Assignee in the stead of the current lessee.

Assignee agrees that the rental for the area pursuant to the Lease agreement will be \$_____per year and will increase by the City determined CPI each year thereafter, and that any amounts due and owing must be paid at the time this assignment is approved by the City.

ASSIGNOR:

Date: 6/3/2015

Authentisign
Richard F Finch, Philip M Finch as PDA
6/3/2015 12:21:21 PM

ASSIGNEE:

Date: _____

The City of Alamogordo hereby agrees to the assignment of the Lease governing the area at the Alamogordo-White Sands Regional Airport known as E-4 (Formally known as Area M), from Richard Finch to Kevin Dunshee and James Holder. This assignment is effective on the _____ day of _____, 201~~4~~⁵.

CITY OF ALAMOGORDO, NEW MEXICO

Date: _____

By: _____
James R. Stahle, City Manager

ATTEST:

Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

CHattel PURCHASE AGREEMENT AND ASSIGNMENT OF LEASE

COMES NOW Richard Finch (hereinafter "Buyer") and James G. Fambrough, (hereinafter "Seller"), to purchase hangar E4-A (formally know as "Area M"), hereinafter referred to as "hangar."

WHEREAS Richard Finch desires to purchase chattel property located at the Alamogordo - White Sands Regional Airport, 3500 Airport Road, Alamogordo, New Mexico, 88310.

WHEREAS Seller desires to sell the chattel property consisting of a metal building (hangar).

I PRICE AND PAYMENT TERMS

The purchase price agreed upon by Buyer and Seller is \$60,000.00, to be paid as follows:

- A. Buyer will pay the entire purchase price, of \$60,000.00, to Seller, upon the delivery and assignment/transfer of hangar, according to the rules, statutes, ordinances, and approval, of the City of Alamogordo.
- B. Seller Agrees to deliver hangar by:
 - 1. Forwarding an "Application For Assignment of Lease," to the City of Alamogordo, to:

City Clerk
1376 E. 9th Street
Alamogordo NM 88310

Exhibit A attached hereto is "Application For Assignment Of Lease."

II BUYER'S OBLIGATION(S)

Buyer's obligation (s) to Seller consist of:

- A. Buyer will deliver the entire amount of \$60,000.00 to Seller, by certified funds;
- B. Comply with all Statutes, Ordinances, Rules and Regulations, Federal, State and local pertaining to the transfer of hangar to Buyer;
- C. Assume Seller's Land Lease, executed with the City of Alamogordo, on October 24, 2006; (Exhibit B attached hereto as "Land Lease")
 - 1. Agree to abide by the terms and conditions set out on the Land Lease, executed with the City of Alamogordo.

- D. Upon the assignment and/or assumption of the Land Lease, Buyer will immediately release and indemnify Seller from any and/or all obligations required by the City of Alamogordo, pertaining to hangar; and
- E. Buyer will assist in the processing of documents for the transfer and/or assignment of hangar from Seller to Buyer.

III SELLER'S OBLIGATION(S)

Seller's obligation(s) to Buyer consist of:

- A. Seller will execute all necessary documentation for the assignment, transfer and sale of hangar to Buyer;
- B. Seller agrees to transfer complete ownership of Seller's interest as it may appear in the hangar to Buyer; and
- C. Seller agrees to transfer all rights, duties and responsibilities as outlined in the Land Lease, executed between Seller and the City of Alamogordo, dated October 24, 2006; and
- D. Seller will assist in the execution and processing of documents for the transfer and/or assignment of hangar from Seller to Buyer.

IV CHANGE IN CIRCUMSTANCES

Should the Buyer and Seller decide to modify, add, or change any terms, and/or conditions, prior to filing the "Application For Assignment Of Lease" with the City of Alamogordo, both Buyer and Seller must acquiesce, in writing and deliver their intentions either by hand delivery to either party, in the alternative, or by certified mail. If a dispute arises, the aggrieved party must put their concerns in writing and have said grievances delivered by Certified mail to the proposing Party.

V CONTACT INFORMATION

Delivery of correspondence must be sent as followed:

BUYER

Richard Finch
1418 Apple Avenue
Tularosa NM 88352

SELLER

James Fambrough
451 Michel
Box 804
Alamogordo, NM 88310

VI LEGAL REMEDIES

Should any disagreement, default or breach occur in connection with the terms of this Agreement, the Buyer or Seller may address such matter under the laws of New Mexico. Should Buyer and/or Seller litigate matters under the terms and conditions of this Agreement, the prevailing party is entitled to, reasonable court costs and/or attorneys' fees, in addition to any other damages or remuneration owed under the theory of contract law.

VII ACKNOWLEDGMENT

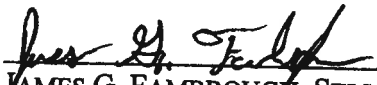
Buyer and Seller acknowledge and recognize that they have carefully read the terms and conditions of this Agreement and both assert that this Chattel Purchase Agreement is valid, and that said contract fully represents the terms and conditions agreed upon by both Buyer and Seller.

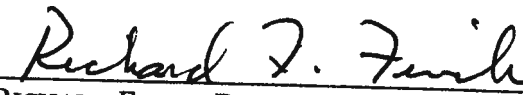
Both Parties agree that Seller has made no representations, warranties or guarantees as to the condition of hangar. Buyer agrees that he has made necessary inspections of hangar and knowingly Purchases hangar in its as is condition. Both Buyer and Seller further state that they agree to be bound by said Agreement.

VERIFICATION

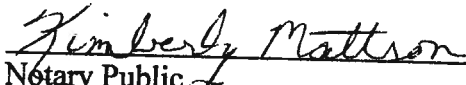
STATE OF NEW MEXICO)
)ss.
COUNTY OF OTERO)

JAMES G. FAMBROUGH ("Seller") and RICHARD FINCH ("Buyer"), being first duly sworn upon oath, depose and state that they are the parties in the foregoing Chattel Purchase Agreement and Assignment of Lease; that they have read the terms and conditions of these documents and both of them assert that the Chattel Purchase Agreement is valid, and that the contract fully represents the terms and conditions agreed upon by both Buyer and Seller.


JAMES G. FAMBROUGH, SELLER


RICHARD FINCH, BUYER

SUBSCRIBED and SWORN TO before me this 3rd day of May, 2007.


Notary Public

My Commission Expires: 10-28-09

CITY OF ALAMOGORDO
ALAMOGORDO-WHITE SANDS REGIONAL AIRPORT

APPLICATION FOR ASSIGNMENT OF LEASE

The undersigned hereby applies to the City of Alamogordo for the assignment of that land lease governing the area of the Alamogordo-White Sands Regional Airport known as E4-A (Formally Known As "Area M").

The current holder of this lease is James G. Fambrough. By my signature below, I state to the City of Alamogordo that I approved of and request the authority to transfer all of my right, title and interest in this lease to _____
Richard Finch

I understand that if the City approves this assignment of lease, I will be relieved of any further responsibility under this lease other than undetected or undisclosed environmental issues.

The under signed Assignee, Richard Finch, hereby states that it is willing to accept the assignment of the lease and assume all responsibilities and liabilities for the previous leaseholder and subjects itself to all of the terms and conditions of the existing lease and the Ordinances of the City of Alamogordo. The undersigned further states that it is familiar with the Ordinances of the City of Alamogordo, the lease for the subject property, and has made a thorough inspection of the property and any improvements thereon and accepts the responsibilities of this assignment "as is."

Both parties to this request for assignment state that they are requesting the City of

EXHIBIT A

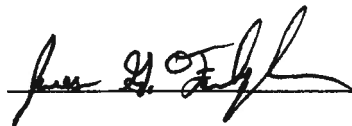
Page 1 of 5

Alamogordo to accept the Assignee in the stead of the current lessee.

Assignee agrees that the rental for the area pursuant to the Lease agreement will be \$ 627.21 per year and that any amounts due and owing must be paid at the time this assignment is approved by the City. Assignee further agrees that all future lease payments will be \$ 627.21.
(See attached Resolution No. 2006-05).

ASSIGNOR:

Date: 05/02/2007



ASSIGNEE:

Date: 05-02-'07



The City of Alamogordo hereby agrees to the assignment of the Lease governing the area at the Alamogordo-White Sands Regional Airport known as E4-A (Formally Known As "Area M").

from James G. Fambrough To Richard Finch.

This assignment is effective on the 2nd Day of May, 2007.

CITY OF ALAMOGORDO, NEW MEXICO

Date: 5/22/07

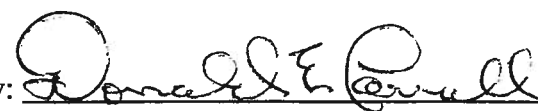
By: 
Donald E. Carroll, Mayor

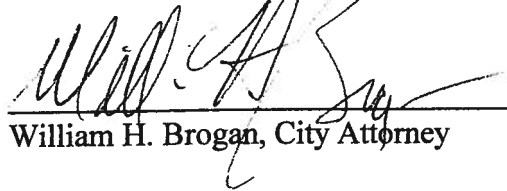
EXHIBIT A

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Renee L. Cantin, City Clerk

APPROVED AS TO FORM:


William H. Brogan, City Attorney

Resolution No. 2006-05

Resolution of the Mayor and Commission establishing a square footage rental rate for ground space at the Alamogordo-White Sands Regional Airport.

Whereas, the City of Alamogordo (City) has an obligation under agreements with the Federal Aviation Administration to operate the White Sands Regional Airport (Airport) at the most feasible economically self supporting level (Financial Plan), and

Whereas, the base rates for ground were last established in 1992 at eight cents (0.08) per square foot, and

Whereas, the Financial Plan to achieve economic self supporting has not yet been completed and is useful to determine what portion of the revenue stream should be supplied by ground rents, and

Whereas, the Cost of Living Index (CPI) change since 1992 has been 44.2%, and

Whereas, it is reasonable to adjust the ground rents at least the rate of the CPI, and

Whereas, existing leases have a CPI adjustment built into them and are not effected by this Resolution until their expiration/termination/assignment, and

Whereas, the rental rate for ground space is one of the revenue sources which are used to operate the Airport, and

Whereas, all rental agreements entered into after the adoption of this Resolution will be charged at the new rental fee, and

Whereas, the City will examine and adjust rates as necessary, but not less often than annually.

Now therefore be it resolved; that the ground rent rate at the Airport shall be set at eleven and one half cents (0.115) per square foot for all agreements entered into after the date of this Resolution.

Now therefore be it resolved; that the City shall review all the rates for services provided at the Airport by February of each subsequent year and modify the rates as may be appropriate to move the Airport fund toward a self sustaining basis.

DONE this 10th day of January, 2006.

**CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation**


Donald E. Carroll, Mayor

ATTEST:


Angie Rahn-Broyles, City Clerk

APPROVED AS TO FORM:


Kenneth S. McDaniel, City Attorney

EXHIBIT A

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Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

WHEREAS, the City of Alamogordo ("City"), a Municipal Corporation of the State of New Mexico, is the owner of certain real properties known collectively as the White Sands Regional Airport ("Airport") in Otero County, New Mexico; and,

WHEREAS, the City maintains designated areas on the Airport specifically to lease said areas to aviation-related businesses and individuals to develop the Airport, its infrastructure, and aviation business for the benefit of the citizens of the City; and

WHEREAS, James G. Fambrough ("Lessee") desires to lease a particular parcel of that real property on the Airport for the purpose of furthering the Lessee's aviation interests; and

WHEREAS, the City is willing to lease the Parcel desired to the Lessee, and the parties desire to execute a written Lease containing the terms and conditions of their Lease.

WHEREAS, the City of Alamogordo and the Lessee agree that the premise behind this contract, and the direction/directive of federal, state and local government(s), is to promote the self-sufficiency of Alamogordo-White Sands Regional Airport ("Airport").

WHEREAS, the City of Alamogordo and the Lessee agrees to follow required and/or necessary federal and state mandates, procedures and/or regulations, in order to receive federal and/or state funds and/or grants for the exclusive benefit of airport related use, improvements, activities and/or services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the following is agreed:

1. DEFINITIONS:

A. *Airport* – means the White Sands Regional Airport, owned and operated by City of Alamogordo as a general aviation facility.

B. *Airport Manager*– means the City manager or his designee.

C. *Aviation Related Activities* - means activities as defined by the Federal Aviation Administration (FAA), which encompass aeronautical related activities, benefit and/or services to help promote and/or support aeronautical activities. If the FAA has not specifically defined aviation activities, City will make a determination as to what is considered "aviation activities."

D. *City* - means the individuals employed hired, appointed, designated and/or elected by the constituency of Alamogordo and/or the City of Alamogordo, which may act on its own behalf, as duly acknowledged by the State of New Mexico, as a separate municipal corporation.


 (Lessee's Initials)

EXHIBIT B

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Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

E. City of Alamogordo - means the Municipal Corporation, with the City Commission as its governing body.

F. City Commission - means the duly elected members of the City Commission, as currently composed and as its membership might change from time to time, and any successor body.

G. Federal Aviation Administration or FAA - means the United States Department of Transportation, Federal Aviation Administration, or any successor agency.

H. General Aviation - means all aircraft or aeronautical operations and activities other than Commercial and Military Aviation related activities.

I. Improvements - means rights, benefits and/or access to structures, buildings, edifices, foundations, and/or the installation of utilities, built and affixed above and/or below bare ground, leased by the City and designated to Lessee, together with all rights appurtenant thereto.

J. Lease - means this Lease including stipulated renewals with final termination date established, together with all Exhibits hereto, incorporated herein by reference, and any amendment hereof duly executed by the parties.

K. Lease Year - means any consecutive Twelve (12) month period, from July 1st until June 30th of the following year.

L. Negotiations - means a discussion to produce the mutual assent and agreement between the City of Alamogordo and Lessee regarding, and not limited to: termination, assignments and other issues, as they pertain to this Lease.

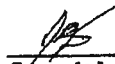
M. Notice - means written correspondence, sent registered mail, from either Lessee or City.

N. Off-Site Improvements - means rights, benefits and/or access to structures, paved areas, and/or utilities, built and affixed above and/or below bare ground, by Lessee, away from, Lessee's leased Parcel, to which Lessee agrees will belong to the City.

O. On-Site Improvements - means rights, benefits and/or access to structures, buildings, edifices, foundations, and/or the installation of utilities, built and affixed above bare ground, and specifically described as the leased Parcel designated by the City, belonging to Lessee.

P. Parcel - means the bare dirt ground specifically described and directly leased to Lessee by City.

Q. Sign(s) - outwardly symbol, logo, name or board affixed, present or posted on the Parcel identifying the leased Parcel, activities conducted on Parcel and Lessee(s).


(Lessee's Initials)

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Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

2. THE LEASED AREA DESCRIBED: The City hereby Leases to the Lessee, a 5,454 square foot parcel of real Property located in the _____ of Section _____, T _____, R _____, N.M.P.M. of the U.S.G.L.O. Surveys, within the City Limits of Alamogordo in the County of Otero, State of New Mexico, described as Parcel E4-A on the Plat Showing Lease Property and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with an easement for ingress and egress to the property (hereinafter "Parcel") by the Lessee.

3. TERMS:

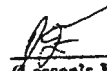
A. Initial Lease Term. An Initial Lease is a lease for an undeveloped parcel of real property located at the Alamogordo White Sands Regional Airport. The term of this Lease shall be twenty (20) years (hereinafter "Lease Term") commencing on the "Commencement Date," as hereinafter defined, and terminating on the twentieth (20th) anniversary of the Commencement Date. The Commencement Date shall be the 1st day of July, 2006, and the twentieth anniversary date shall be the 30th day of June, 2026. Possession of the Parcel by the Lessee shall begin on the Commencement Date.

B. Termination.

1. Upon termination of this Lease, Lessee shall have no further rights hereunder, except as otherwise expressly provided herein, and the City may take immediate possession of the leased Parcel. Lessee shall thereafter be released from any and all liability, cost or expense associated with the Parcel, including the improvements thereon accepted by the City, or associated with termination of this Lease, except for environmental concerns not detected at the time this Lease terminates.
2. **Negotiations Prior to Termination of Lease.** Not less than one year prior to the termination of this Lease, Lessee and City shall either enter negotiations or make provisions for the disposal of any improvements on the Parcel.

C. Disposal of Improvements:

1. When Requested by Lessee: if at any time during the Lease Term, when all Rent then due and owing has been fully paid and Lessee is not in default under this Lease, Lessee may request to remove any or all improvements. Lessee shall give forty-five (45) days advance written notice of its intent to remove the improvements to the City, which shall not unreasonably withhold consent. When removing improvements, the Lessee shall restore the Parcel to its previously existing condition, including filling excavations, returning the surface to grade, and leaving the Parcel safe and free from all debris and hazards. Any exceptions must be by mutual agreement.


 (Lessee's Initials)

Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

2. At Expiration or Termination of Lease: at the expiration or termination of this Lease, any or all buildings and other permanent improvements to the Parcel will, at the direction and sole discretion of the City, either remain intact on the Parcel and become the property of the City, or be removed by the Lessee. Should the City elect for the Lessee to remove any or all improvements, the Lessee shall do so within forty-five (45) days. When removing improvements, the Lessee shall restore the Parcel to its previously existing condition, including filling excavations, returning the surface to grade, and leaving the Parcel safe and free from all debris and hazards, **any exceptions must be by mutual agreement**. All improvements not removed as aforesaid shall, without compensation to or by City, become City's property free and clear of all liability and expenses. Lessee shall thereafter be released from any and all liability, cost or expense associated with the Parcel, including the improvements thereon, or associated with termination of this Lease. However, if Lessee fails to promptly remove said improvements if and as required by the City, the City may assess and bill Lessee based on receipt of an itemized statement of costs of removal and restoration of the Parcel performed by or for the City.

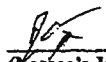
3. Provide to City Right of First Refusal: after the drafting of a mutually agreed sales/purchase agreement, Lessee shall first offer City the right to purchase On-Site Improvements, and City may select to purchase said improvements. If City selects to purchase On-Site improvements, City will bear the cost to ascertain the appraisal value of improvements, and/or the parties may mutually agree on another method to ascertain value of improvements; or

4. Purchase of Lessee's improvements by third party, with approval of City: Lessee may sell On-Site improvements to a third party (Buyer), with the approval of City and/or after City has negotiated a Lease with Buyer.

D. Holdover. If Lessee remains in possession of the Parcel after the expiration of this Lease, without any written agreement hereof, such holding over shall not be deemed as a renewal or extension of this Lease, but shall create only a month-to-month tenancy with the City's acting as current owner of the improvements from the date of lease expiration. The rates for holdover tenancy shall be 10 times that of the final rental rate of this Lease.

E. Continuing Leases Term. For those Leases of real property at the Alamogordo White Sands Regional Airport, which are not Initial Leases, the term maybe for not more than ten (10) years. The conditions shall be those in effect at the time of entry into the Lease. Should an existing Lessee elect not to enter into a Continuing Lease, the provisions of the above paragraph shall apply.

F. Force Majeure. Neither party shall be in violation of this Lease if it is prevented from performing any term hereof by reason of strike, boycott, labor dispute, embargo, shortage of material(s), Act of God, act of a public enemy, act of superior government authority, weather condition, riot, rebellion, sabotage or any other circumstance for which it is not responsible or


 (Lessee's Initials)

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Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

which is not within its control. In the case of an individual Lessee's, death, disability or incapacity, this shall constitute a Force Majeure condition for such time as is reasonably necessary for alternative arrangements to be made for the conduct of Lessee's affairs, but not to exceed two (2) years.

4. FEES AND CHARGES: Lessee shall pay the following fees and charges:

A. Processing Fee. *If after verbal discussions with the city, the individual wishes the City to process the application for a lease, the individual shall pay a nonrefundable processing fee with the City of Alamogordo in the sum of Two Hundred Fifty Dollars and no cents (\$250.00).*

B. Rent. Beginning on the Commencement Date, the Lessee shall pay the City a fixed annual rental payment ("Rent"). The amount of the Rent shall be at the rate specified by the City Commission per square foot per year by Resolution. The adjusted Rent payment shall be due on July 1st. Rent may also be adjusted as appropriate to reflect the increased cost of new or substantially higher levels of services provided at the Airport. Adjustments must comply with City Ordinances and Resolutions as voted by the City Commission.

5. PAYMENTS DUE:

A. Due In Advance. In addition to those payment dates specified above, all rent payments shall be due and payable in advance, beginning on the Commencement Date and continuing regularly and annually without notice from City thereafter during the Lease Term. However, the City may elect to invoice payment notices.

B. Due Annually. The first annual payment shall be due and payable on the Commencement Date and shall be prorated to the next June 30th. All subsequent payments shall be due on July 1st each year thereafter.

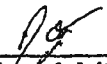
C. Late Fee Due. On any annual rental payment made after July 1st, Lessee shall in addition pay a late charge of ten percent (10%) of the annual rent for each month or part thereof that the payment is late or Fifty Dollars (\$50.00), whichever is greater.

6. NO REFUNDS: Lessees may relinquish this Lease to the City; however the Lessee shall not be entitled to a refund of any fees of any kind paid.

7. INSURANCE REQUIREMENTS:

A. General Liability. Lessee shall maintain general liability insurance insuring such claims. This insurance shall name the City of Alamogordo (City) as an additional insured. The insurance shall have a minimum per occurrence limit of \$ 1,000,000 or as required to meet the mandatory requirements of the New Mexico Tort Claims Act or its successors in law, whichever is greater.

B. Hangar Insurance. Lessee shall maintain hangar insurance covering the improvements on the parcel. Such insurance shall be a hangar insurance policy with the broadest cause of loss endorsement including vandalism and malicious mischief. The insurance shall be on a replacement cost basis and shall name the City of Alamogordo as an additional insured, as its interests may appear.


 (Lessee's Initials)

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Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

C. Proof of Insurance. Such insurance shall be with a licensed and authorized company to do business in the State of New Mexico. The Lessee shall furnish annually to the City on the rent payment due date of this Lease, a certificate or other evidence and proof of maintenance of the above required insurances. The certificate of insurance shall provide the City of Alamogordo with a minimum 60 days notice of cancellation or renewal of the insurance policy. Lessee shall provide the City with notice of any changes thereof and furnish to the City evidence of acquirement of a substitute therefore and payment of premium thereof. If the Lessee shall fail to maintain such insurance coverage, then the City may obtain same and add the cost of such insurance to the next due Lease payment. If the City does so, it may charge interest thereon at the rate of 15% per annum from the time of payment, which shall be added to the rental becoming due and shall be collected as an additional fee.

8. QUIET ENJOYMENT: The Lessee, upon payment of the required fees and rents, and the faithful performance of such covenants, agreements and conditions required by law, or this Lease, may peaceably and quietly have, enjoy those portions of the Airport authorized for their use. Such use shall be free from molestation, eviction or disturbance by the City or any person claiming by, through, or under it, subject to the terms and conditions of the law or agreement entered into. Such quiet enjoyment is conditional upon Lessee adhering to the following conditions:

A. Permitted Uses. Lessee shall have use of the Parcel only for construction of a hangar, and the housing and maintaining of personal, non-commercial aircraft, as well as for the construction, maintenance and operation of said hangar in connection with these uses, in so far as it does not disturb the peaceful enjoyment of other tenants and conforms to airport permitted use under the current or any revised Standards, Regulations, Codes and Policies.

B. Additional Uses Require Permission. The Lessee shall not use or permit the use of the Parcel, or improvements thereto, for any purpose or use other than those expressly and specifically authorized by this Lease. Additional uses may be hereafter authorized in writing by the City, but only upon such terms and conditions as may be set out in such authorization.

C. Commercial Use of Parcel and Future Improvements. Lessee agrees to obtain permission from the City prior to commencing or permitting any commercial use of the Parcel not specifically listed, or making any additional improvements thereto, in accordance with the current Airport policies, code and/or standards. In the event that this Parcel, or improvements thereto is used for business purposes, the Lessee shall at all times maintain and pay any required permits, licenses, insurances, and taxes as required by law.

D. Signs. Lessee must obtain City consent to paint or construct any exterior signs; including approval for a City Sign Permit. Lessee further agrees that upon vacating the improvements, Lessee will restore exterior signs to same condition as received at time of occupancy. The Lessee shall be responsible for all cost and expense of maintaining its signs as permitted hereby. Lessee shall not erect, paint or maintain any temporary signs or advertising displays, such as banners, balloons, flashing sign boards, and/or any similar visual devices whatsoever, without City's consent.


 (Lessee's Initials)

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Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

9. OBTAIN PERMITS, PAY TAXES, AND OBEY LAWS:

A. Lessee shall pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against the Airport, or improvements thereto. Lessee shall take out and keep current all licenses, permits, and certificates (City, County, State and Federal) required for the conduct of its activities at and upon the Airport, and further agrees not to permit any of said taxes, excise or license fees to knowingly become delinquent.

B. Lessee shall, at its own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of the applicable City, County, State and Federal authorities and agencies which affect this Lease, the land granted by this Lease, any improvements upon the Leasehold, and/or operations thereon. Such compliance shall be with any laws, regulations, rules, ordinances or requirements which have been or may be enacted or promulgated during the effective period of this Lease.

C. Lessee recognizes the authority of the City Commission and staff to take those necessary and legal actions required to safeguard any person, aircraft, equipment or property at the Airport. Lessee agrees to abide by any suspension, restriction, or designation of specific procedures applicable to any or all Airport operations whenever such actions are established by such authorities.

10. ASSIGNMENT AND SUBLEASE:

A. *City Consent Required.* Lessee shall not assign or sublease the rights granted by this Lease, nor the Leased parcel, nor the improvements constructed or occupied in accordance with this Lease, without the prior written consent of the City, which consent shall not be unreasonably withheld. The City may condition such consent upon an increase in the Rent, and may require other conditions or covenants before consenting to an assignment or sublease. Such additional rent, conditions or covenants shall be in accord with those terms and conditions for similar agreements in effect at the time of the assignment, sublease, or sale. If the Lease is assigned or subleased, all clauses herein binding the parties hereto are also binding on any and all successors and/or assigns, unless specifically amended by the City as a condition of consent.

B. *Assignment Relieves Lessee.* Upon a valid assignment of this Lease, but not upon a sublease, the Lessee shall be relieved of all obligations and liabilities arising from this Lease effective as of the date of the assignment.

11. DEFAULT AND TERMINATION:

A. *Definition.* If the City/Lessee determines the City/Lessee is in violation of any of the terms, conditions or covenants of this Lease, or the Lessee fails to pay, on time, any fees or charges due, the condition shall be considered a default of the Lease.

B. *Written Notice Required.* The City/Lessee shall provide the City/Lessee with written notice of any determination of default.


 (Lessee's Initials)

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Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

C. Compliance Time. The City/Lessee shall then have thirty (30) days to cure or remedy said default or otherwise comply with any demand contained within such written notice which cures or remedies the default.

D. Failure to Comply. If the City/Lessee fails to correct the default as specified by the City's/Lessee's notice within the specified period, or if the City/Lessee receives a third notice of default within any 18 consecutive month period, the City/Lessee may, at its option, terminate this Lease immediately, or at any time thereafter. Such termination may be made without further notice or demand.

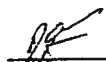
1. In the event of a Lessee default and upon such termination, without further notice or demand, the City may enter upon and into the Parcel, or improvements thereto, or any part thereof, and take absolute possession of the same fully and absolutely, and such re-entry shall not be judged trespass. In addition, the City may also require all associated and permitted operations to cease and be removed from the Airport. The City may also follow the provisions of paragraph 24.

2. In the event of a default by the City, the lessee may terminate the lease and follow the provisions of paragraph 24.

E. Lease Remains Binding. All provisions of this Lease remain binding upon the City/Lessee while the Lessee is in default, and if this Lease is terminated due to default.

F. What Constitutes Blatant Default. Parties will be in Blatant default upon the occurrence of:

1. In the event that Lessee has not commenced repairs within six (6) months from the date of said damage and thereafter completed such repairs within six (6) months, this Lease may be immediately terminated by the City.
2. Non-payment of all rents and/or fees, 90 days after July 1.
3. Failure to retain insurance for hanger, as outlined in Article seven.
4. The blatant and conscience depravation of rights and privileges, outlined in this Lease and/or other agreement(s) entered into between Lessee and City.
5. Failure to comply with federal, state and local government regulations, as they pertain and are relevant to this Lease.
6. Refuse to provide access to parcel as set out in Article Twenty one.
7. Using or allowing the use of the Parcel in contradiction of this Lease.


(Lessee's Initials)

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Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

12. AIRPORT DEVELOPMENT: The City reserves the right to further develop the Airport as it sees fit, without unreasonable interference or hindrance from Lessee.

A. Eminent Domain Rights. If the physical development of the Airport requires the relocation, removal or alteration of Lessee's improvements from the Airport, the City has the right to condemn the improvements wholly under the City's eminent domain rights.

B. Notice of Total Taking: In the case of a total taking by the City of the parcel(s) authorized for use by this Lease, the City will provide a minimum of ninety (90) days notice of such impending action. In the event of such a total taking, Lessee's obligation to pay rent and other charges shall terminate on the date of the taking.

C. Actions in the Event of Total Taking. In the case of a total taking, both parties hereto agree that the value of this Lease shall be declared to be zero dollars (\$0.00). The value of the Improvements will be determined by an independent appraisal at Fair Market Value (FMV). The Lessee will have the option of receiving the monetary FMV of the improvements or having a similar improvements constructed at another parcel and entering into a new Lease at the then current land lease rate.

13. AMENDMENT: This Lease shall not be altered, changed or amended except by instrument in writing executed by the City and Lessee.

14. SEVERABILITY: If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

15. RIGHT OF AIRCRAFT OPERATIONS: The City hereby reserves a right of aircraft ground operations on and above the surface of the Airport, when conducted in accordance with the Federal Aviation Regulations, together with the right to cause such noise, odors and other disturbances as may be inherent in such operation.

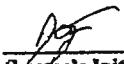
16. RESERVED WATER, GAS, OIL, AND MINERAL RIGHTS: The City reserves, subject to the BLM Patent all water, gas, oil, hydrocarbon and mineral rights in and under the surface of the Airport. However, the City shall not conduct any operations on the surface of the Airport for the exploration, development or recovery of the rights and substances reserved which would unreasonably interfere with the Lessee's use of the Airport.

17. EASEMENTS AND RIGHT OF WAY:

A. Existing Easements. This Lease is subject to all existing rights-of-way or easements of record and all other Leases granted by the City to other parties at the Airport, and to those retained by the City.

B. City's Right to Use Existing Easements. The City retains the right to locate utilities as necessary on existing easements on the Airport.

C. Easements to be Accessible. Lessee shall leave any utility easements upon the Airport open and unobstructed. A perpetual easement and right-of-way for the construction, maintenance,


(Lessee's Initials)

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EXHIBIT B

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Land Lease
White Sands Regional Airport
James G. Fambrough , LESSEE

removal and replacement of any and all utility lines, manholes, and related facilities through, over, across and under the Airport is hereby reserved for the benefit of the City.

D. City's Right to Establish Easements. The City may at any time and from time to time relocate, in whole or in part, any easement serving the Airport, provided that such relocation does not diminish or permanently interrupt the rights or operations of the Lessee nor increase the costs to be incurred by Lessee. The City may temporarily interrupt operations with respect to such Easements during the period of relocation, and the City agrees to restore the Airport to a condition substantially similar to the condition existing prior to any alterations thereto by the City.

E. City's Right to Protect Aerial Approaches. The City reserves the right to take such action as may be reasonably necessary to establish and protect aerial approaches to the Airport against obstruction, including the right to prevent persons from erecting or permitting to be erected any improvements on the Airport which would constitute a hazard to aircraft.

18. RIGHT TO PERFORM OWN AIRCRAFT SERVICING AND MAINTENANCE: It is clearly understood by the Lessee that no rights or privileges have been granted which would prevent any legal person from performing any services that it may choose to perform on its own aircraft at locations reserved for such purposes. All such servicing, maintenance and repair shall be conducted in accordance with Federal Aviation Regulations and applicable law.

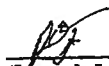
19. SECURITY AND SAFETY: Lessee will participate in the City's security and safety programs as they relate to the Airport.

20. AIRPORT ACCESS: Subject to the rules and regulations established by the City, the Lessee has the right of free access, ingress to and egress from those parts of the Airport authorized for the Lessee's use by this Lease. Such access also applies to the Lessee's employees, agents, patrons and invitees, its suppliers of materials and furnishings of services and its equipment, vehicles, and machinery. The City may, at any time, temporarily or permanently close or consent to the closing of any roadway or other right-of-way for such access, ingress, and any other area at the Airport or in its environs presently or hereafter used as such. In such a case, a means of access, ingress and egress reasonably equivalent to that formerly provided may be substituted and concurrently made available subject to the Airports Security and Operational needs.

21. CITY'S RIGHT TO ENTER: The City, its officers, agents and representatives, subject to any security regulations imposed by any governmental authority, shall have the right to enter all parts of the premises at all reasonable hours to inspect the premises when reasonably required and as it may deem necessary or desirable.

A. Right to Inspect. Unless faced with an emergency situation as outlined in Section 28.A (4), upon 30 days notice to Lessee, City may enter and conduct a general inspect of On-Site improvements. Said general inspections may be conducted once in a calendar year.

B. Follow-Up Inspections. Upon finding a hazard on Lessee's Parcel, City will send notice stating findings and will reschedule an appointment with Lessee to re-enter Parcel to


(Lessee's Initials)

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Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

ascertain that Lessee is in compliance with relevant safety regulations. If the hazard is considered an imminent threat to other Lessees and the City of Alamogordo, City shall immediately inspect Parcel, but City must thereafter issue a notice to Lessee outlining City's explanation and findings, for said inspection.

22. OPERATIONAL/SAFETY REPORTS: Lessee agrees to submit to the City, upon request by the City any report or reports or information regarding Lessee's operations at the Airport. The City agrees to receive from Lessee, upon request by Lessee, any reports the Lessee deems appropriate for the purpose of keeping the City informed of any operational problems and of any suggested improvements at the Airport.

23. AUTOMOBILES AND OTHER VEHICLES: The City reserves the exclusive right to control, by security gate, uniform driving regulations, or otherwise, all vehicular ingress and egress to, and operations on, the aircraft operating areas including but not limited to all taxiways, runways and ramp areas on the Airport.

24. ATTORNEY'S FEES: City and Lessee agree that if either is found by a court to have breached this Lease, reasonable attorney's fees and the cost of litigation may be recovered from the prevailing party.

25. NOTICES: Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not, when deposited in the United States mail, as Certified Mail, postage prepaid, return receipt requested, and addressed to the party at the address set forth below:

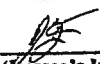
City Clerk
City of Alamogordo
1376 E. Ninth St
Alamogordo, New Mexico 88310

26. EXHIBITS: The following exhibits are attached and made part of this Lease:

- A. EXHIBIT "A": LEASE APPLICATION**
- B. EXHIBIT "B": LEGAL DESCRIPTION OF PARCEL**
- C. EXHIBIT "C": PLANS FOR IMPROVEMENTS**

27. CONSTRUCTION AND IMPROVEMENTS:

A. Permit(s), License(s) and Approval(s). Lessee shall or may, at its own sole cost, improve the Leased Parcel, only with the written Consent of City. City must respond to Lessee's request for improvements, within 30 days of City receiving said request. Lessee shall or may build, affix and/or add improvements in compliance with plans and specifications approved by


(Lessee's Initials)

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Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

the City. Lessee shall obtain any and all federal, state and local governmental approvals, licenses and permits required for the improvement, and shall comply with all federal, state and local laws applicable thereto. The City shall have neither obligation nor responsibility for improvement of the Leased Premises.

B. Preparation of Plans and Specifications. Tied to building requirement for major construction, Lessee shall prepare, or have prepared, detailed drawings, plans and specifications for the construction, improvements and/or exterior alterations to the improvements, as applicable and as might be required by the City, state and/or federal regulations. Lessee shall begin work on proposed improvements only after receiving the prior written approval of plans and specifications from all entities, including, but not limited to City.

1. **Title to Improvements (On-Site Improvements).** During the Lease Term, title to all improvements existing or constructed upon the Parcel by Lessee are and shall be vested in Lessee.
2. **Title to Off-Site Improvements. (Deletion Here)** Off-Site improvements vest to the City, upon acceptance by the City.
3. **Proposed Improvements.** For either Off-Site or On-Site Improvements, if Lessee is required to provide plans for said improvements, as summarized and attached to this Lease as Exhibit C, hereto, and incorporated herein by reference, Lessee shall begin such process with no less than submission of a building permit application to the City, not later than six (6) months following the Commencement Date of this Lease.
4. **City Codes Apply.** Lessee must meet City standards as specified in the Alamogordo Municipal Code, in addition to all relevant state and federal regulations, for all design, planning, and construction activities, including development or extension of infrastructure. In addition, Lessee may pave Off-Site access from the Parcel, when necessary, or improvements thereto. Taxiways, taxi lanes, or roads, and such construction shall match the grade of the existing Parcel.
5. **Installation of Utilities.** City warrants that all utilities, which are necessary for the conduct of Lessee's activities are available at the Airport. However, Lessee shall obtain and install any necessary electrical, gas, water, sewer and septic tank, and any other utility service, subject to the Development Guidelines, rules and regulations or building codes of the State of New Mexico, the City of Alamogordo, and/or other utility company requirement(s).
6. **Septic Systems.** Lessee may be allowed to use and maintain an easement on common City Property to the _____ of the building to


(Lessee's Initials)

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Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

construct an individual on-site septic system, if necessary and as required to meet New Mexico Environment Department Regulations. The location and dimensions of this easement and constructed improvement shall be shown on the site plan submittal. In the event that the City provides a waste water disposal service to the Parcel in the future, Lessee shall be required to cease use of the individual on-site septic system and hook up to the City waste water system, at Lessee's own cost, for sewage disposal, in accordance with the Alamogordo Municipal Code.

7. **Time Restrictions.** All building construction described in Exhibit "C" must be completed on or before the second anniversary date of the approval of the construction plan(s) and/or drawing(s), that date being _____, or any other mutually agreed upon date established between City and Lessee.
8. **Additional Improvements Constructed During the Lease Term.** Upon receiving written approval from City, Lessee may construct additional improvements or modifications at a later date, adhering to the requirements of those codes and regulations then in effect on the Airport. Lessee must use new or City approved materials, which are compatible with existing improvements on Parcel. However, in all cases, construction must be completed within two (2) years of receiving City approval.

C. Mechanic's and Materialman's Liens. Lessee shall not permit any mechanic's, materialman's or any other lien to be imposed upon or attached to the Parcel or improvements on the Airport or any part thereof, or the improvements thereon, by reason of any labor performed or materials furnished by any mechanic or materialman or for any other reason.

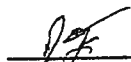
D. Certificates of Completion; Construction Records. Upon the completion of any Off-Site and/or On-Site improvement hereunder, Lessee shall submit to City a copy of its Certificate of Occupancy, acceptance letter certifying completion, and/or a certified copy of any certificate or permit which might be required or provided by any federal, state or local agency in connection with the completion, occupancy or use of the improvement. As-Built-Drawings of improvements shall be provided ninety (90) days after Lessee receives Certificate of Occupancy.

E. Airport Manager Duties. Airport Manager shall be a point of contact to aid, inform and/or direct Lessee, as to any questions or concerns regarding the White Sands Regional Airport.

28. MAINTENANCE REPAIRS AND IMPROVEMENTS LEASEHOLD:

A. Condition, Maintenance and Repairs of Leasehold and Improvements Thereto.

Lessee Accepts Parcel "As-Is." Lessee acknowledges that it has fully inspected the Parcel and hereby accepts the Parcel and any buildings, improvements and appurtenances thereto as is, in their present state and condition, as suitable for the purpose for which the same are Leased.


 (Lessee's Initials)

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Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

1. ***Lessee Shall Maintain.*** Lessee shall maintain, at its own expense, the Parcel (On-Site) and any Lessee-owned improvements, fixtures or equipment on the Parcel in a safe, sanitary, orderly, and sightly manner, in accordance with all applicable codes and regulations. Lessee shall also maintain the cleanliness of all paved area on the Parcel, and shall be responsible for mowing all grass, controlling weeds, and maintaining existing shrubs and trees on the Parcel. Lessee shall maintain all rest rooms on the Parcel, or improvements thereto in a sanitary and clean condition, using proper odor control devices and providing and maintaining an adequate supply of paper towels, soap and toilet tissue.
2. ***Erosion Control.*** Where the slope, terrain, or soil disturbance is such that active soil or wind erosion may be present on the Parcel (On-Site), Lessee must carry out erosion control practices to mitigate the erosion. These practices include, but are not limited to drainage facilities constructed and maintained by Lessee, landscaping, and/or seeding and maintaining of vegetation.
3. ***City's Right to Correct Deficiencies.*** The City has the right to require reasonable maintenance and repairs to the Parcel (On Site) and improvements thereon by Lessee as required by this Lease. Notice of City's intent to repair shall be in writing, with a minimum 30-day notice. Should Lessee fail to make the required corrections, the City shall have the right to enter the Parcel and Off-Site Improvements, to correct deficiency. City may recover the cost of Parcel and On-Site Improvement repair from Lessee, plus an additional fifteen percent (15%) administrative cost.
4. ***City's Right to Correct Deficiencies under an Emergency Situation.*** In case of major and/or an imminent hazard regarding the health, safety, and welfare to airport users, improvements, parcel, and/or the community at large, the City may immediately enter Lessee's parcel and correct said hazard, at Lessee's cost, unless imminent hazard is caused by the City.
5. ***Repair of Damage.*** If the Parcel, or improvements thereto, are partially destroyed or damaged by fire or other casualty, then Lessee shall secure repair and restore the Parcel, or improvements thereto as soon as it is reasonable practicable, so as not to create an imminent safety hazard to other airport users. Repair or restoration shall commence not later than six (6) months after such damage, and be completed within six (6) months thereafter. Such restoration shall be to substantially the same or improved condition in which the Parcel or improvements thereto were before such damage.


(Lessee's Initials)

Land Lease
White Sands Regional Airport
James G. Fambrough, LESSEE

B. Destruction of the Parcel. In the event the Parcel, or improvements thereto, are completely destroyed or so badly damaged that repairs cannot be commenced within six (6) months and completed within six (6) months, thereafter, the Lease may be terminated by either Lessee or City. Such termination shall be effective as of the date of notice by Lessee and response by City, stating that either party does not intend to re-build, and intends to terminate the Lease, or the parties may mutually agree to locate to another parcel at the Airport.

29. ENVIRONMENT:

A. Environmental Laws. Consistent with all other terms hereof regarding compliance and/or environmental matters, Lessee shall at all times comply with all applicable federal, state and local laws, including, but not limited to, the transportation, storage and use of hazardous materials, substances and waste, as might now or hereafter be defined by such laws.

B. Hazardous or Toxic Materials. Lessee shall not improperly use, store or dispose of on the Parcel or any airport property, any material or substance now or hereafter classified as hazardous or toxic under any federal, state or local law which is now or might become applicable to the Leased Parcel or Lessee possession and use thereof. Notwithstanding, the presence of certain materials, necessary to support Lessee's operations, located within the proper receptacles of any truck or other vehicle, or in other proper containers correctly stored in locations approved by City, shall not be a violation of this Section. As required by law, Lessee shall maintain written procedures for handling and disposing of hazardous or toxic materials.

C. Environmental Assessment and Remediation. At the expiration or termination of this Lease, the City may conduct an Environmental Assessment on the leased Parcel or affected Parcel, conducted in accordance with laws, codes and regulations in effect at that time. The costs of remediation, if any should be required by law, shall be the responsibility of the Lessee, provided that the City can prove that Lessee's use of the property is the cause of the required remediation.

IN WITNESS WHEREOF, City and Tenant have executed the Lease to be in effect as of the date first written above.

CITY OF ALAMOGORDO, LESSOR

LESSEE

Donald E. Carroll, Mayor

James G. Fambrough

Donald E. Carroll 10/24/06
(Signature) (Date)

James G. Fambrough 10/05/2006
(Signature) (Date)

Renee D. Cant
CITY CLERK
(SEAL)

[Signature]
(Lessee's Initials)



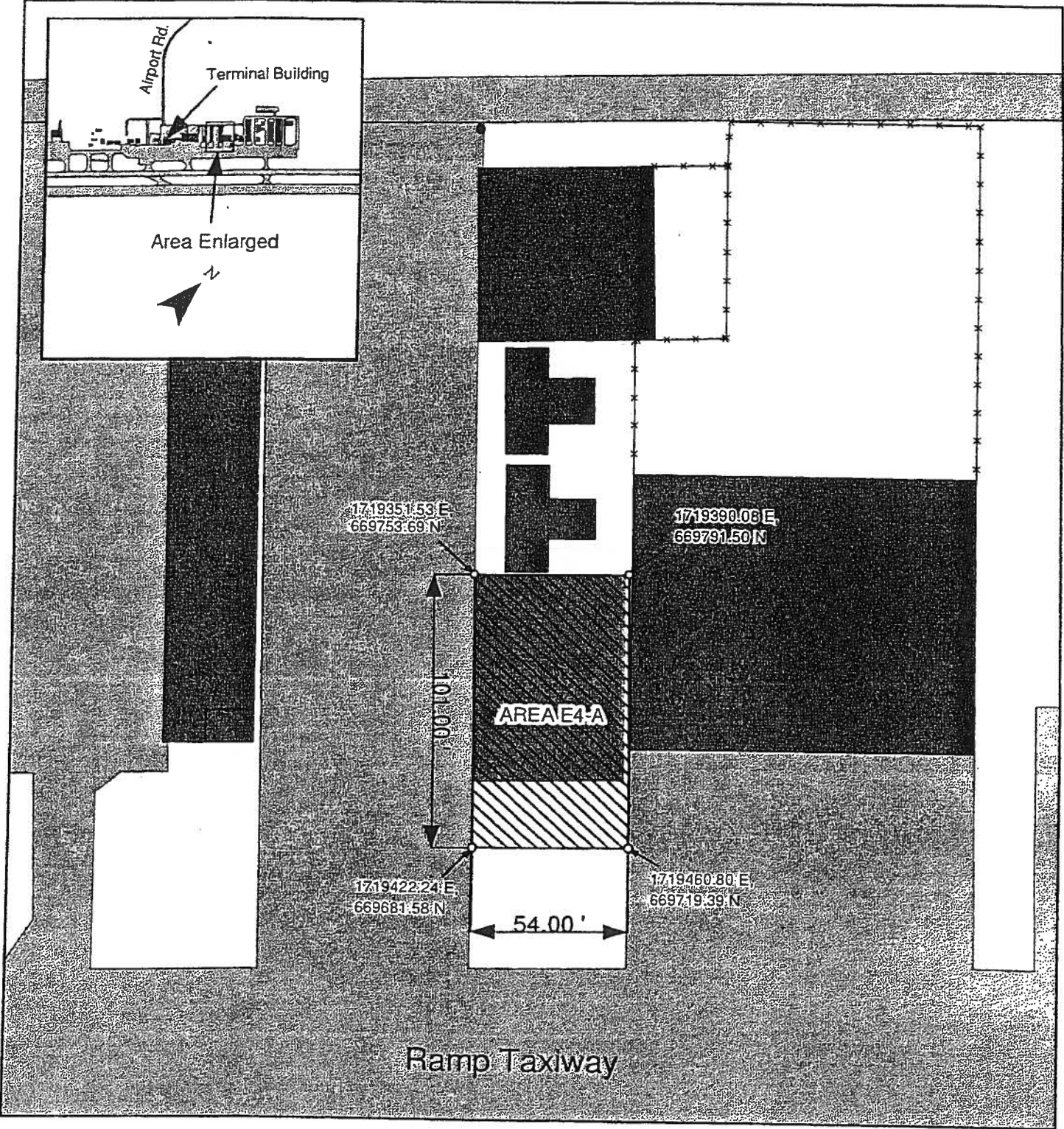


Exhibit A
Area E4-A
101' x 54' = 5454 Square Feet

Coordinates are New Mexico
State Plane, NAD 83, Central
Zone.



EXHIBIT B Map Prepared by COA-GIS June 2, 2006

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 8

Submitted By: Maggie Paluch, Housing
Authority Manager

Subject: Approve an Electrical Line Extension Agreement with for Plaza Hacienda at Public
Housing. (*Maggie Paluch, Housing Authority Manager*)

Fiscal Impact: \$249,432.27

Amount Budgeted: \$249,867.00

Fund: 904-0107-463.69.05 Housing Capital Fund Projects

Additional Fiscal Impact: The project will be funded through HUD federal capital funds from 2013 and 2014. The 2013 capital funds need to be obligated by August 8, 2015. The contract needs to be signed no later than August 1, 2015 in order to meet our obligation deadline for 2013 capital funds.

Recommendation: The Housing Authority recommends approving the Line Extension Agreement for Plaza Hacienda.

Background:

The City Commission/Housing Board initially reviewed and approved the updated goals and objectives on June 25, 2013 which included the electrical rewiring of Plaza Hacienda. Since 2013 the goals and objectives have been approved and include this project. Subsequently, HUD and the Housing Board approved the 2014-2019, 5-year plan for the Housing Authority which included the project to update the electrical distribution system by replacing poles, lines and transformers at Plaza Hacienda allowing for tenants to be responsible for their own electricity. Furthermore, the HUD Field Office has approved the updated Annual Capital Contract (ACC) which includes this project. The HUD Field office is requesting the project move forward because annually the Housing Authority spends approximately \$160,000 on electricity for all tenants. The Alamogordo Housing Authority is the only property in the State of New Mexico that pays for tenant electricity.

The Housing Authority first looked into this project in 2008 however the quoted cost to replace the distribution system was \$1.2 million dollars. In 2008 PNM had just acquired our utility provider which was TNMP. PNM was not in the position to make any changes to their newly acquired accounts. PNM has now stabilized in the area and has agreed to replace the distribution system at a cost of \$249,432.27. PNM will be completing all the construction.

Once the distribution system is completed, the new poles, wires and transformers will belong to PNM instead of the Housing Authority. We will have to complete a minor rewiring project for the efficiencies/one bedrooms to correct crossed circuits and then PNM will take over billing and maintenance of the system. The rewiring project will run in conjunction with the PNM distribution replacement. When both projects are completed the tenants will be responsible for their own electricity. The tenants will begin paying for their own electricity approximately in January 2015.

PUBLIC SERVICE COMPANY OF NEW MEXICO

ELECTRIC LINE EXTENSION AGREEMENT (COMPANY-BUILT SYSTEM)

Customer: City of Alamogordo Housing Authority
Address: 104 Avenida Amigos
Alamogordo NM 88310
Point of Service: Plaza Hacienda Housing Complex
Type of Service: Overhead

PNM Representative: Chris Rutten
Work Order Number: 2470213
Installation Task Number(s): 01
Retirement Task Number(s): 02
Home Center: 034

THIS AGREEMENT is made and entered into this 28th day of May, 2015 by and between PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation, hereinafter called "PNM" or "Company", and City of Alamogordo Housing Authority, hereinafter called "Customer." Customer and Company hereby agree as follows:

1. Customer is requesting the Company to provide electric service to the following described property or real estate:
Plaza Hacienda Housing Authority
2. To provide service to this property will require an extension of the Company's electric system (the "line extension" or "facilities") described as follows:
Install 27 40' single phase primary poles, approximately 7500' of #2 ACSR, 2570' of 1/0 secondary triplex, 12 25 KVA 120/240 transformers, 11 35' secondary lift poles, 145 services and meters.
3. The Customer agrees to pay for the line extension cost as indicated below. The Customer understands the estimated cost and initial credit determinations are final and no additional credits will be given.

Estimated total cost of work	\$249423.27
Less initial revenue credit.....	-\$0.00
Less initial lot credit	-\$0.00
Less salvage credit.....	-\$0.00
Less system improvement credit	-\$0.00
Less transformer/meter credit.....	-\$0.00
Less pre-paid design credit.....	-\$0.00
Total cost paid to Company by Customer	\$249423.27

4. Customer understands and agrees that actual annual revenues from the new line extension must meet or exceed the revenue credit received by the Customer. Customer is not required to execute the Company's Electric Line Extension Revenue Credit Guarantee Agreement. It is also understood that the calculation of revenues hereunder shall not include cost pass-through items, e.g. franchise fees, underground rate riders, fuel cost recovery.
5. The total cost payable by Customer under paragraph 3 above must be paid in full in advance of any construction. Notwithstanding the foregoing, if Customer is a federal, state or local governmental agency that is legally restricted from providing an advance payment for such construction, and Customer provides a copy of such legal restriction(s) to Company, then Customer may (in advance of construction) provide a purchase order to the Company for the total cost payable, and Customer shall not be required to pay the Company for any costs of construction until such construction has been completed.
6. It is understood and agreed that the facilities installed hereunder shall be and remain the property of the Company, and the Company shall, subject to the terms and conditions of this Agreement, assume full responsibility for future operation and maintenance of said facilities.
7. Service furnished hereunder will be in accordance with the Company's Rules and Regulations and pursuant to its rate schedules applicable to the type of service required. The Company's Rules and Regulations and rate schedules are on file with the New Mexico Public Regulation Commission

("NMPRC" or "Commission") and are incorporated herein by reference and made a part of the Agreement.

8. Customer shall furnish and/or assist the Company in obtaining all necessary easements and rights of way for construction of the facilities; rights of ingress and egress; and the right of excavation as required for installation, maintenance, repair or replacement of any of the facilities. All easements shall be of public record and, in the case of plats, clearly shown on such plats prior to final recording. Customer agrees to provide grades plus or minus three (3) inches in accordance with the "final grade and drainage plan" of record on all Customer-provided utility easements and locate lot lines as required by the Company. Any relocation due to changes in location of easements, lot lines, or grades will be at the expense of Customer and will be non-refundable.
9. This Agreement, including the Electric Line Extension Policy which is made a part hereof, shall at all times be subject to such changes and modifications as shall be ordered from time to time by any legally constituted regulatory body, including the NMPRC, having jurisdiction to require such changes or modifications. Notice shall be given in accordance with the Commission's requirements if and when the Commission is requested to take action which could cause a change in the terms of this Agreement.
10. The entire understanding between the parties hereto relating to this Agreement is set forth herein and in any Electric Line Extension Revenue Credit Guarantee Agreement and there are no oral understandings between the parties. No amendments to this Agreement are authorized unless reduced to writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Customer:

City of Alamogordo Housing Authority
Name of Customer

By

Printed Name & Title of Signatory

Billing Address:
104 Avenida Amigos
Alamogordo NM 88310

Company Use Only:

2470213
Work Order (W.O.) Number

Retirement Order (R.O.) Number

Public Service Company of New Mexico:

By Chris Rutten

Title Engineering Tech II

Work Request Number

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 9

Submitted By: Stephen Thies, City Attorney

Subject: Approve an Amendment to extend the Agreement to Remove Culverts at the Oasis Trailer Park. (*Stephen Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Amendment to the Agreement to Remove Culverts

Background: At the February 10, 2015 commission meeting the Commission approved an agreement with the owner of the Oasis Mobile Home Park to remove the culverts located in the drainage ditch. This amendment will extend the time period for completion of the contemplated work.

AMENDED TO THE AGREEMENT TO REMOVE CULVERTS

This is an Amendment to the Agreement between the City of Alamogordo, a New Mexico municipal corporation (the "City"), and Antonio P. Alvillar, Jr. and Elizabeth Alvillar, husband and wife ("Alvillar").

Recitals

A. The parties entered into a Agreement to provide for the removal of certain culverts and the construction of a replacement crossing.

B. The Parties now wish to amend the Agreement in order to extend the time period for completion of the contemplated work.

In consideration of these premises and the mutual covenants and agreements hereinafter contained, the Parties hereby covenant and agree as follows:

1. The parties mutually agree that paragraph 5 of the Agreement, Duration of Grant of Right of Way and Removal of Works, is hereby amended to read as follows:

The grant and transfer of a right of entry under this Agreement will commence on the effective date of this Agreement and shall automatically terminate and expire upon (i) the date the City indicates in writing to Alvillar that the City no longer desire to use the rights granted, or (ii) three hundred-sixty (365) calendar days after the effective date of this agreement, whichever date shall first occur.

2. All other terms and conditions contained in the Agreement, with an effective date of February 10, 2015, remain unchanged and in full effect.

3. The date upon which this Amendment shall be finally executed by the authorized representative of the City and Alvillar shall be the effective date ("Effective Date") hereof.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

Date:

5-29-15

By:

Antonio P. Alvillar Jr
Antonio P. Alvillar, Jr.

Date:

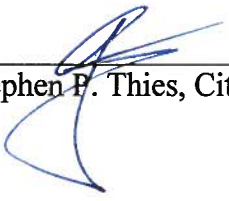
By:

James R. Stahle, City Manager

ATTEST:

Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:


Stephen P. Thies, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/18/2015

Report No: ■ 10

Submitted By: Nancy Beshaler, Project Manager

Subject: Approve the Award of Public Works Bid No. 2015-011 to Burn Construction Company, Inc., related to the 27th Street Arroyo Crossing, in an amount not to exceed \$177,280.70, including NMGRT. *(Nancy Beshaler, Project Manager)*

Fiscal Impact: \$177,280.70

Amount Budgeted: \$225,000.00

Fund: 109-9003-430.65-29 (2004 GRT Capital Outlay) and 044-9499-990.65-52 (Transportation Fund)

Additional Fiscal Impact:

Recommendation: Award of Public Works Bid No. 2015-011, related to the 27th Street Arroyo Crossing to Burn Construction Company, Inc., in an amount not to exceed \$177,280.70 (including NMGRT)

Background: The 27th Street Arroyo Crossing project will construct an aluminum box culvert and roadway crossing at 27th Street in the Oasis Mobile Home Park. The project was advertised May 31, 2015 and June 7, 2015. Bid Opening was June 18, 2015.

There were 3 responsive bidders – Burn Construction Company, Inc.; Smith & Aguirre Construction Company, Inc.; and Mesa Verde Enterprises, Inc.

BID TABULATION
27th Street Arroyo Crossing
PUBLIC WORKS BID NO. 2015-011
June 18, 2015

ITEM	ESTIMATED QUANTITY		DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Burn Construction Co, Inc. License 1762		Smith & Aguirre Const Co. Inc. License 21569		Mesa Verde Enterprises, Inc. License 2967		AVERAGES	
				Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
1	1	LS	MOBILIZATION	\$ 25,000.00	\$ 25,000.00	\$ 7,745.00	\$ 7,745.00	\$ 15,000.00	\$ 15,000.00	\$ 25,725.00	\$ 25,725.00	\$ 16,156.67	\$ 16,156.67
2	1	LS	CLEARING & GRUBBING	\$ 10,000.00	\$ 10,000.00	\$ 1,180.00	\$ 1,180.00	\$ 2,500.00	\$ 2,500.00	\$ 5,630.00	\$ 5,630.00	\$ 3,103.33	\$ 3,103.33
3	1	LS	PROJECT REMOVALS	\$ 10,000.00	\$ 10,000.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00	\$ 1,840.00	\$ 1,840.00	\$ 1,246.67	\$ 1,246.67
4	1	LS	TRAFFIC CONTROL MANAGEMENT	\$ 2,500.00	\$ 2,500.00	\$ 1,560.00	\$ 1,560.00	\$ 1,250.00	\$ 1,250.00	\$ 3,680.00	\$ 3,680.00	\$ 2,163.33	\$ 2,163.33
5	1	LS	CONSTRUCITON STAKING & SURVEYING	\$ 8,000.00	\$ 8,000.00	\$ 4,010.00	\$ 4,010.00	\$ 9,025.00	\$ 9,025.00	\$ 2,320.00	\$ 2,320.00	\$ 5,118.33	\$ 5,118.33
6	1	MAX	UTILITY ALLOWANCE	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
7	1	LS	UNCLASSIFIED EXCAVATION	\$ 7,000.00	\$ 7,000.00	\$ 4,100.00	\$ 4,100.00	\$ 22,000.00	\$ 22,000.00	\$ 3,500.00	\$ 3,500.00	\$ 9,866.67	\$ 9,866.67
8	800	SY	HMA SP-IV 2" THICK	\$ 15.00	\$ 12,000.00	\$ 20.00	\$ 16,000.00	\$ 17.00	\$ 13,600.00	\$ 14.00	\$ 11,200.00	\$ 17.00	\$ 13,600.00
9	800	SY	8" BASE COURSE	\$ 6.50	\$ 5,200.00	\$ 14.50	\$ 11,600.00	\$ 13.75	\$ 11,000.00	\$ 10.00	\$ 8,000.00	\$ 12.75	\$ 10,200.00
10	800	SY	8" SUBGRADE PREP	\$ 1.80	\$ 1,440.00	\$ 4.64	\$ 3,712.00	\$ 2.50	\$ 2,000.00	\$ 3.60	\$ 2,880.00	\$ 3.58	\$ 2,864.00
11	42	LF	15'-6" SPAN X 3'-6" RISE ALUMINUM BOX CULVERT W/7" CHANNEL PAVING	\$ 1,285.00	\$ 53,970.00	\$ 1,941.00	\$ 81,522.00	\$ 1,650.00	\$ 69,300.00	\$ 2,405.70	\$ 101,039.40	\$ 1,998.90	\$ 83,953.80
12	1	EA	HEADWALL/WING WALL	\$ 7,000.00	\$ 7,000.00	\$ 5,060.00	\$ 5,060.00	\$ 11,500.00	\$ 11,500.00	\$ 33,000.00	\$ 33,000.00	\$ 16,520.00	\$ 16,520.00
13	70	CY	WIRE ENCLOSED RIP RAP	\$ 400.00	\$ 28,000.00	\$ 255.00	\$ 17,850.00	\$ 225.00	\$ 15,750.00	\$ 250.00	\$ 17,500.00	\$ 243.33	\$ 17,033.33
14	80	LF	GUARDRAIL INCL END TREATMENTS	\$ 153.00	\$ 12,240.00	\$ 49.55	\$ 3,964.00	\$ 45.00	\$ 3,600.00	\$ 20.00	\$ 1,600.00	\$ 38.18	\$ 3,054.67
15	4	EA	OBJECT MARKER, TYPE 2	\$ 325.00	\$ 1,300.00	\$ 34.00	\$ 136.00	\$ 30.00	\$ 120.00	\$ 27.50	\$ 110.00	\$ 30.50	\$ 122.00
BASE BID SUBTOTAL					\$188,650.00		\$164,339.00		\$182,645.00		\$223,024.40		\$190,002.80
NMGRT (7.875%)					\$14,856.19		\$12,941.70		\$14,383.29		\$17,563.17		\$14,962.72
TOTAL BASE BID					\$203,506.19		\$177,280.70		\$197,028.29		\$240,587.57		\$204,965.52
CONTINGENCIES (10%)					\$18,865.00		\$16,433.90		\$18,264.50		\$22,302.44		
				Engineer's Opinion of Probable Cost		Burn Construction Co, Inc. License 1762		Smith & Aguirre Const Co. Inc. License 21569		Mesa Verde Enterprises, Inc. License 2967		AVERAGES	
				\$ and % vs Engr Estimate		\$ (24,311) -13%		\$ (6,005) -3%		\$ 34,374 18%			
				\$ and % vs Low Bidder		\$ - 0%		\$ 18,306 11%		\$ 58,685 36%			
				PREFERENCE		7% Vet L1378390336 \$ 11,503.73		5% In State L1691609040 \$ 9,132.25		10% Local 355 \$ 22,302.44			
						Exp 08-24-2015		Exp 12-22-17		Exp 12-31-15			
				Effective Bid with Preference		\$152,835.27		\$173,512.75		\$200,721.96			
						Burn Construction Co, Inc. License 1762		Smith & Aguirre Const Co. Inc. License 21569		Mesa Verde Enterprises, Inc. License 2967			

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No:  11

Submitted By: Nancy Beshaler, Project Manager

Subject: Approve a 10 foot utility easement to Public Service company of New Mexico for an electrical line and transformer at the Water Reclamation Facility for the Phase 2 upgrades. (*Nancy Beshaler, Project Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve a 10 foot utility easement to Public Service Company of New Mexico for an electrical line and transformer at the Water Reclamation Facility for the Phase 2 upgrades.

Background: The Water Reclamation Facility Upgrades Phase 2 construction project requires placement of a transformer and new electric service line. The attached easement identifies where the new electric service will be placed by PNM. The 10 foot wide easement contains 2035 square feet.

PUBLIC SERVICE COMPANY OF NEW MEXICO
EASEMENT (ELECTRIC)

THIS EASEMENT made this _____ day of _____, 20**15** by and between

CITY OF ALAMOGORDO, a New Mexico municipal corporation (Grantor), and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation (Grantee), and its successors and assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other valuable consideration, the receipt of which is acknowledged, does hereby give, bargain, sell, grant and convey unto Grantee a perpetual easement to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain overhead and/or underground facilities for the distribution of electric power and energy purposes. Such facilities may include (but are not limited to) lines, cables, poles, guy wires, anchors, conduits and other equipment, fixtures, appurtenances and structures necessary to maintain such facilities on, over, beneath, through and across the easement hereinafter described, together with free access to, from and over said easement with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the easement to extend service to Grantor and to trim and remove any trees, shrubs, bushes or vegetation and remove any structures which interfere with the purposes set forth herein. The easement granted herein is within lands situate in **OTERO** County, New Mexico, and is more particularly described as follows, to wit:

PNM ROWT Number

An Electric Line Easement being a strip of land ten feet in width being five feet on each side of the following described Centerline, said strip of land being a portion of a City of Alamogordo parcel recorded in Book 345, Page 35, Otero County Records, situate within the North one-half of the Northwest one-quarter of Section 15, Township 17 South, Range 9 East, New Mexico Principal Meridian, Otero County, New Mexico, more particularly described by New Mexico state plane grid bearings (Central Zone, NAD83(92)) and ground distances as follows:

BEGINNING at a point within the northerly line of said Section 15, WHENCE a found USGLO brass cap also being the North one-quarter corner of said Section 15, bears N 89°51'37" E a distance of 964.48 feet;

THENCE leaving said northerly section line, S 00°15'04" E a distance of 203.56 feet to the POINT OF ENDING.

Said Easement Contains 2035 square feet or 0.0467 acres, more or less.

Sidelines to be lengthened and shortened to terminate on said Northerly line of said Section 15.

All as generally shown on the drawing attached hereto and made a part hereof as EXHIBIT “A”.

Grantor hereby covenants that Grantor is the true and lawful owner of the land described herein.

Grantor shall have the right to use the above described easement for purposes not inconsistent with the rights hereby granted, **provided** that Grantor shall not erect nor construct any building, pool or other structure thereon, nor drill nor operate any well thereon, nor conduct any activity which violates provisions of the National Electrical Safety Code.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, mortgagees, lessees, tenants, successors and assigns of the parties hereto. Grantee shall have the unrestricted right to sell, transfer, assign, pledge, mortgage, lease, grant licenses or other use or occupancy rights with respect to, or otherwise dispose of, in whole or in part, any interest in the easement, and such assigns shall have the further right to convey, in whole or in part, the rights granted to them by Grantor.

WITNESS _____ hand _____ this _____ day of _____, 20**15**

_____(SIGNATURE) _____(SIGNATURE)

By: **James R. Stahle, City Manager**

Notary Public

ACKNOWLEDGMENT FOR CORPORATION
STATE OF NEW MEXICO

COUNTY OF OTERO

This instrument was acknowledged before me on

_____, 20**15**.

By **James R. Stahle**
City Manager

of **CITY OF ALAMOGORDO**,
(Corporation Acknowledgment)

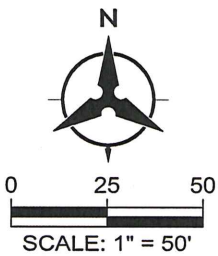
a _____ corporation, on behalf of said corporation.
(State of Incorporation)

Said officer hereby acknowledges that s/he is the duly authorized signatory for said corporation.

My Commission Expires: _____
(Seal)

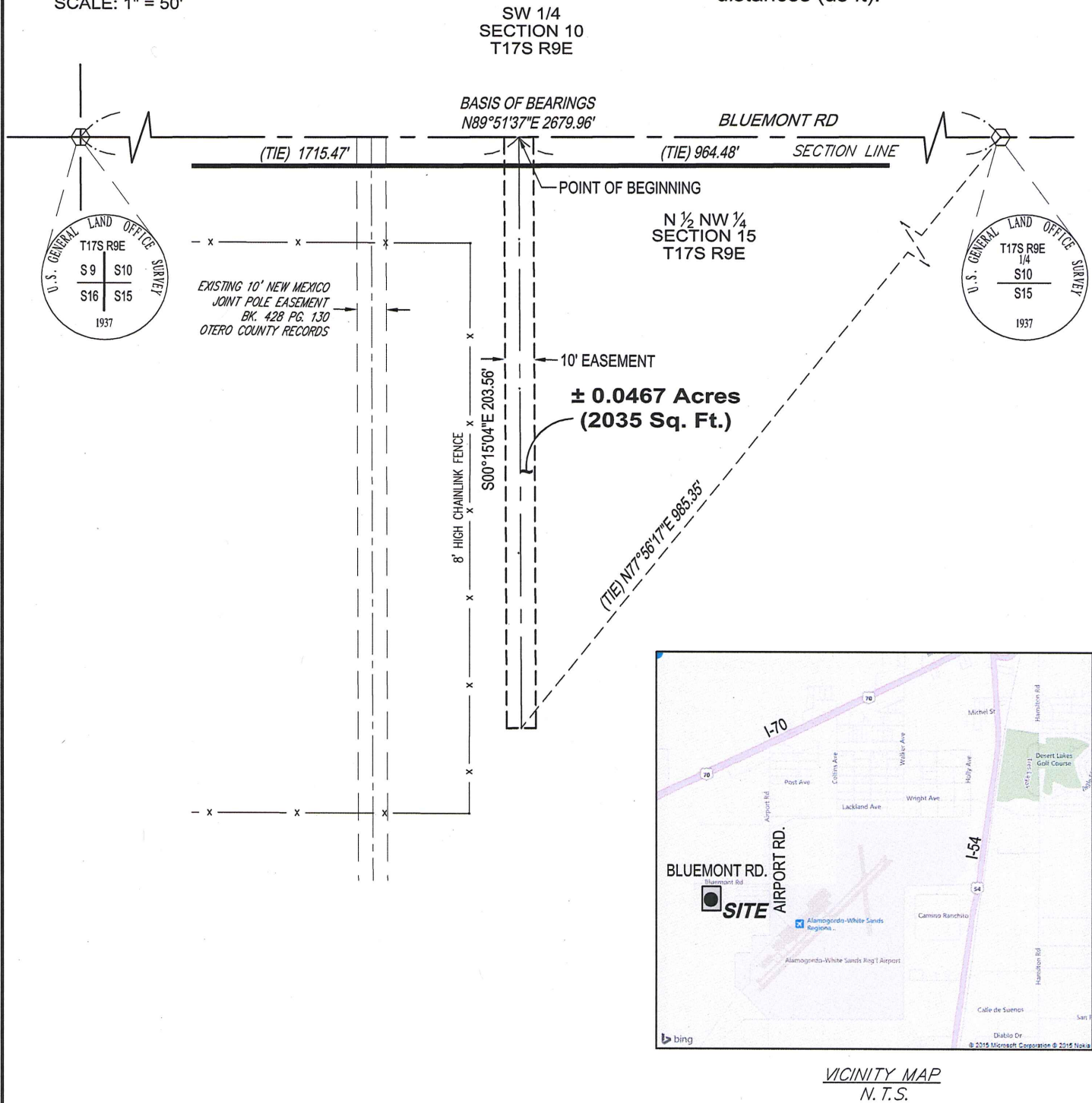
Notary Public

FOR RECORDER'S USE ONLY



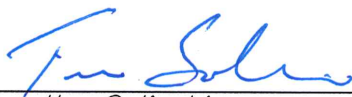
Notes:

1. Basis of Bearing: GPS Observation referenced to the New Mexico State Plane Coordinate system, Central Zone, NAD 83.
2. Distances shown are ground distances (us ft).



SURVEYOR'S CERTIFICATION

I, Timothy Solinski, a New Mexico Professional Surveyor No. 17531, do hereby certify that this Easement Plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey; that this survey meets the Minimum Standards for Surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief. I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this instrument is an easement Survey.


Timothy Solinski
New Mexico Professional Surveyor No. 17531

5/19/2015
Date



Bohannon  Huston
Courtyard I 7500 Jefferson St. NE
Albuquerque, NM 87109 (505) 823-1000

PUBLIC SERVICE COMPANY OF NEW MEXICO	
10 FT. EASEMENT	
ROWT-*****	
BHI # 20130329	DATE: 5/12/2015

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No:  12

Submitted By: Bob Johnson, Contracts
Coordinator

Subject: Approve the award of Public Works Bid No. 2015-006 to Smith Roofing, Inc., related to the Re-Roof La Luz & Alamo Canyon Filter Plants project, in an amount not to exceed \$169,900.00, including tax.
(*Bob Johnson, Project Manager*)

Fiscal Impact: \$169,900
Amount Budgeted: \$227,448.12
Fund: 081-9399-990.68-99 PW1506

Additional Fiscal Impact:

Recommendation: Approve the award to Smith Roofing, Inc.

Background: The work will consist of the removal of the existing gravel ballast, repair of existing roof blisters, installation of a new fully adhered modified bitumen roofing system over existing asphalt roofing, and replacement of drip-edge.

The project was advertised on May 3, 2015. Bids were opened on May 29, 2015 at 11:00 a.m. with two (2) responsive bidders: Smith Roofing, Inc. and C.D. General Contractors, Inc.; and one (1) nonresponsive bidder.

Please refer to the attached bid tabulation.

BID TABULATION
RE-ROOF LA LUZ & ALAMO CANYON FILTER PLANTS
PUBLIC WORKS BID NO. 2015-006
MAY 29, 2015 11:00 AM
UTILITIES ADMINISTRATION CONFERENCE ROOM

ITEM NO.	QUANTITY	DESCRIPTION	Smith Roofing, Inc.	C.D. General Contractors, Inc.	C. Ortiz Corp. dba The Roof & Metal Co.
			Total Price	Total Price	Total Price
Base Bid	1 L/S	Re-Roof La Luz & Alamo Canyon Filter Plants	\$160,000.00	\$220,000.00	\$153,000.00
		NMGRT 6.1875%	\$9,900.00	\$13,612.50	\$9,466.88
		TOTAL	\$169,900.00	\$233,612.50	\$162,466.88

* Nonresponsive - did not
provide an original bid
bond

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 13

Submitted By: Matt McNeile, Assistant
City Manager

Subject: Approve the award of RFP No. 2015-002 Unarmed Security Guard Services for the City of Alamogordo to the overall highest rated proposal, Texas Enforcer in an amount not to exceed \$32,089.50 excludes NMGR. *(Matt McNeile, Assistant City Manager)*

Fiscal Impact: \$32,089.50
Amount Budgeted: \$33,000.00
Fund: 011-2400-419-5734 General Operating

Additional Fiscal Impact:

Recommendation: Approve award of RFP 2015-002 Uniformed, Unarmed Security Guard Services to Texas Enforcer in an amount not to exceed \$32,089.50.

Background:

Scope of RFP involves the soliciting sealed proposals from qualified, experienced firms to provide uniformed, unarmed security guard services for the City of Alamogordo, New Mexico

RFP was advertised on April 26, 2015. Three (3) responsive proposals were received on May 15, 2015. Texas Enforcer LLC., ADC LTD NM and Security Concepts, Inc.

The initial contract will be awarded for a one-year term with the option to extend for three (3) additional one-year terms.

RFP 2015-002 and submitted proposals are available in the City Clerk's office for review

CITY OF ALAMOGORDO
COMPOSITE SCORE SHEET
Uniformed and Unarmed Security Services
May 15th 2015
RFP NO. 2015-002

Factor	Available Points per Vendor	3 Committee Members	Texas Enforcer	ADC LTD NM	Security Concepts
1	60	Technical Competence	52	57	56
2	60	Capacity & Capability	53	55	52
3	60	Past Record of Performance	54	54	50
4	30	Apporach to providing the Services	22	27	25
5	90	Cost	90	47.7	46.8
6		Preference	15	15.00	0.00
Total Available					
	300	Accumulated Score	286	255.7	229.8
Total Rank			1	2	3

CITY OF ALAMOGORDO
COMPOSITE SCORE SHEET
Uniformed, Unarmed Security Guard Services
May 15, 2015
RFP 2015-002

	Texas Enforcer						ADC LTD NM						Security Concepts					
FACTOR	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6
Evaluator #1	16	16	17	6	30	5	18	18	17	9	15.9	5	18	17	17	7	15.6	0
Evaluator #2	18	20	20	9	30	5	20	20	20	10	15.9	5	20	20	17	10	15.6	0
Evaluator #3	18	17	17	7	30	5	19	17	17	8	15.9	5	18	15	16	8	15.6	0
Total	52	53	54	22	90	15	57	55	54	27	47.7	15	56	52	50	25	46.8	0
Vendor total	286						255.7						229.8					

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 14

Submitted By:

Subject: Approve a leak abatement request by Alice Apelian for the account located at 1105 Mesquite St., Alamogordo, NM. (*Nichole Sierra, Acting Customer Service Manager*)

Fiscal Impact: \$21840.85

Amount Budgeted: \$0.00

Fund: Water & Sewer (81)

Additional Fiscal Impact: (Proposed adjustment based on Leak Abatement Policy)

Recommendation: Approve leak adjustment request for 1105 Mesquite St.

Background: On January 16, 2015 a City Meter reader was sent out to recheck the January 9, 2015 final reading as the consumption was high for this location. The consumption was 401,377 cubic feet. The Meter Reader performed a leak test and spoke with the owner regarding the high consumption and a possible leak. The owner indicated he was aware of the leak.

The termination date of this account was January 8, 2015. The customer was unaware of the leak on property until the balance was transferred to their active account on March 16, 2015. The leak was not disclosed to them by the owner at that the time of repossession of property.

The customer submitted a leak abatement request on March 18, 2015. The documentation indicates the leak has been repaired by the owner. Although the request meets all requirements of the policy, the calculated adjustment exceeds \$2,500 which is the maximum amount City Staff is approved to process under this policy. Therefore, this adjustment request must be approved by the City Commission prior to processing.

**CITY OF ALAMOGORDO
UTILITY BILLING DEPARTMENT
LEAK ABATEMENT PROGRAM
POLICY STATEMENT**

Eligibility:

It is the policy of the City of Alamogordo to grant relief from extraordinary water bills only when the applicant qualifies for relief by meeting the following conditions.

1. The monthly water bill in question must exceed \$125 over the customers average water charges;
2. The applicant must furnish proof that;
 - a. the leak or break was beyond his/her control,
 - b. that he/she did not and could not have reasonably detected the problem earlier, and
 - c. that the customer took immediate action to correct the problem as soon as he/she became aware of it; and
3. The applicant must prove that repairs have been completed satisfactorily.

Calculation:

To determine leak abatement credit, the average consumption will be estimated by using consumption for the previous twelve months. Any consumption over the average shall be calculated by using last years average Tier. If the customer averaged Tier 2, IE; then his consumption over the average consumption will be calculated using Tier 2 Rates. If the applicant has had service at the address for less than one year, then by determining the average consumption for the period of service of at least three months. If the customer has had less than three months of service, 1500 cubic feet will be used to calculate the abatement.

The City of Alamogordo will allow only one leak per calendar year to be adjusted. If leak affects more than one billing period, a maximum of two consecutive months may be adjusted.

Determination:

The City Manager or Finance Director shall have the authority to determine eligibility for abatement under these guidelines and shall grant abatement as set forth in this policy statement up to \$2,500. Any amount over \$2,500 will require Commission approval.

Adopted 12/15/2009

**CITY OF ALAMOGORDO
UTILITY BILLING DEPARTMENT
LEAK ADJUSTMENT WORK SHEET**

**To: Assistant Finance Director
From: Nichole Sierra, Utility Billing Supervisor
Date: March 23, 2015**

Customer #	Location #	Name	Service Address	Cycle/Route
74705	11232	Apelian, Alice	1105 Mesquite St	04/40

Billing Date: 01/21/15

Actual Billed Consumption: 401,377

Billing Period: 11/28/14-1/8/15

Bill Amount: \$26,637.69

\$26,637.69

Average Consumption: 24,000

Difference Billed-Average 377377
Difference Billed @ Tier 1 \$5,283.28

Average Bill: \$553.60

Total Difference **\$5,283.28**

\$553.60

Credit Memo # 21105

Total Average \$553.60
Total Billed over Average \$5,283.28
Total **\$5,836.88**

Difference of Average and Actual
Must Exceed \$125.00
\$26,084.09

Total Billed \$26,637.69
Minus Adjustment \$5,836.88
Water \$20,800.81
Tax on Adjusted 1,040.04
Total Adjusted **\$21,840.85**

Meets Qualifications ☒

Does not meet qualifications ☐

*This customer is requesting relief on his/her water bill for the month of January 2015
Any help will be greatly appreciated.
If you have any questions, please call Nichole Sierra @ ext 4261*

Approve _____ **Disapprove** _____

Assistant Finance Director

Prepared by: Wendy Romero

Charge Summary				es
Customer ID				
Location ID	Code	Description	Amount	
Cycle/route	CC	CONVENIENCE CTR FEE	2.00	
Bill date	SW	SEWER	95.52	es : 28071.97
Due date	WA	WATER	26637.69	amt: 28519.82
Type option		TAXES	1336.76	
5=Display		Total Actual Charges	28071.97	
Svc				Est Cmt
Opt Type Ty				ter Number Cd Cd
- WA FI				956930
Opt	Svc			Rate Group S/W
- WA				AL/I/T1
- WA			Bottom	AL/I/T1
- WA		ENTER=Exit F8=Print F10=Reprint Bill		AL/I/T1
- WA		F14=Send as EMAIL		AL/I/T1
- WA				AL/I/T1

F3=Exit F6=Date F9=Summary F10=Budget charges F11=Consumption F12=Cancel

2 6 months

Jan '15

11/28/14 - 1/8/15

217.60 ÷
13.60 =
16.00 *

0. *

1,500. *
16. =
24,000.00 *

0. *

0. *

0. *

1500 x 1.40 = 21.00

x 16.00

336.00

217.60

553.60

T1 (100)

no previous adj

UT300101

CITY OF ALAMOGORDO, NEW MEXICO
Customer/Location Consumption History Inquiry6/09/15
09:55:27

Customer ID: 74705 Name: APELIAN, ALICE
Location ID: 11232 Addr: 1105 MESQUITE ST
Cycle/Route: 04 40
Initiation date: 10/14/14
Termination date: 1/08/15 Customer status: A
Type options, press Enter.

Amount due: \$.00
Pending: \$.00
Customer/Location status: F

1=Select 5=View detail 6=Display comment codes

Opt	Reading	Actual	Actual	CF
	Svc Type	Date	Consumption	Demand
	WA FIN	1/08/15	401377.00	.00
-	WA REG	11/28/14	10100.00	.00
-	WA INT	10/14/14	.00	.00

420800.00
19423.00
9323.00

F3=Exit F5=Print history F6=Meter inventory F7=Meter svc info
F8=Pending/history trans F9=Budget trans F24=More keys

UT300I01

CITY OF ALAMOGORDO, NEW MEXICO
Customer/Location Consumption History Inquiry

6/09/15
 15:54:36

Customer ID: 15305 Name: MARTINEZ RENTALS

Location ID: 11232 Addr: 1105 MESQUITE ST

Cycle/Route: 04 40

Amount due: \$.00

Initiation date: 1/08/15

Pending: \$.00

Termination date: 0/00/00

Customer status: A

Customer/Location status: A

Type options, press Enter.

1=Select 5=View detail 6=Display comment codes

Opt	Reading	Actual	Actual	CF
Svc	Type	Date	Consumption	Demand
—	WA REG	4/30/15	29361.00	.00
—	WA REG	3/30/15	20244.00	.00
—	WA REG	2/28/15	18214.00	.00
—	WA REG	1/29/15	12869.00	.00
—	WA INT	1/08/15	.00	.00
—	WA ADJ	10/14/14	9323.00	.00
—	WA FIN	10/14/14	9323.00	.00
—	WA SET	10/13/14	.00	.00

+

F3=Exit F5=Print history

F6=Meter inventory

F7=Meter svc info

F8=Pending/history trans

F9=Budget trans

F24=More keys

**City of Alamogordo
Utility Billing Division**

1376 E. Ninth Street
Alamogordo, New Mexico 88310
(575) 439-4260



Bills are due fifteen (15) days from the billing date and are considered delinquent (10) days from the due date. A late fee of \$10.00 will appear on your next bill.

5

Billing Date	Due Date	ENTER AMOUNT PAID
01/21/2015	02/05/2015	

ALICE APELIAN
16952 ITASCA ST
NORTHRIDGE CA 91343

ACCOUNT NUMBER **74705-11232**

PREVIOUS BALANCE 597.85

CURRENT CHARGES 27,921.97

TOTAL AMOUNT NOW DUE **28,519.82**

00007470500001123200002851982

Please write your account number on your check, detach here and return this portion with your payment.

Customer Name		Service Address		Meter Size		Account Number		Due Date		Last Payment	
										Date	Amount
ALICE APELIAN		1105 MESQUITE ST		100		74705-11232		02/05/2015			0.00
BILLING DATE 01/21/2015		SERVICE PROVIDED FROM 11/28/2014		TO 01/08/2015		DAYS THIS BILLING 41		CYCLE ROUTE		04-40	
DESCRIPTION		PREVIOUS READING	PRESENT READING	CLS	USAGE		CHARGES	SUBTOTAL			
					Cubic feet	Gallons					
WA BASE RATE		19423	420800	T	401377	3002508	297.39				
WA Total Consumption					0	0	1.37				
WA CAPITAL SURCHARGE 81					32800	245361	459.20				
WA TIER 1					32800	245361	738.00				
WA TIER 2					21867	163574	765.33				
WA TIER 3					21867	163574	1,158.93				
WA TIER 4					292044	2184638	23,217.47				
WA TIER 5								26,637.69			
WA Service Total					0	0	26.17				
SW BASE RATE					6030	45108	69.35				
SW CONSUMPTION CHARGES								95.52			
SW Service Total							2.00	2.00			
CC CONVENIENCE CTR FEE							1,336.76	1,336.76			
GOV GROSS RECPTS TAX											
FINAL BILL											
Total Current Charges									27,921.97		
Past Due Amount (Previous Balance)									597.85		
Total Amount Due									28,519.82		

ATTENTION CUSTOMERS: Per City Ordinance No. 1467, all water and sewer base rates have increased effective July 1, 2014 which includes \$1.00 capital surcharge fee. This fee will be used for future water and sewer capital improvement projects. Per City Resolution No. 2014-18, garbage rates have increased effective May 1, 2014. For detail information please go to our website at ci.alamogordo.nm.us or call us at (575) 439-4260. Thank you.

Water Usage (gallons)



CONVENIENCE CENTER HOURS

Mon - Thurs 8AM to 4PM

Fri - Sun 8AM to 5PM

The Convenience Center does not accept hazardous material such as liquid paint. An easy way to dispose of paint is to allow it to dry before taking it to the Convenience Center. Customers can add cat litter to the paint can to speed the drying process.

** SERVICE ORDER **

CYCLE/ROUTE: 04 40

** FINAL READ **

W CODE: MR METER READING CREW

SECTION: AL ALAMOGORDO

LOCATION ID: 11232 CLASS: MOBILE HOME PER UNIT

ADDRESS: 1105 MESQUITE ST

CITY: ALAMOGORDO

CUSTOMER ID: 74705 NAME: APELIAN, ALICE

ACTIVE ID: 15305 NAME: MARTINEZ RENTALS

SVC ORDER NO.: 139811

ISSUE DATE: 1/08/15

ISSUE TIME: 11:42:49

REQUEST DATE: 1/08/15

USER ID: BAKERC

PHONE: 818 701-1356

SERVICE/SEQ: WA 000 WATER

-- CURRENT --

-- NEW --

METER NUMBER : 11956930

LOCATION :

SPECIFIC LOC:

HAZARD READING SEQ : 2400

PREVIOUS-11/28/14 CURRENT READING:

CF 19423.00 CF

COMPLETION INFORMATION

DATE: 1/9/15 MISC CHARGE: AMT:

ACTION: Read COMPLETION METHOD: SVC ORDER MAINTENANCE

NOTES ON THIS WORKORD OWNER TAKING OVER SERVICE...COB

Water was on

Please verify reading w/

NEW READINGS:

4208 ⁰⁰
4260 ⁰⁰
1/16/15

L/T
Owner has
Leak @ T/C

Done / Initialed
1/21/15

Att. Wendy
From. Alice
City of Alamogordo
Utility Billing Division

Leak Abatement Request

Date: 3/18/2015

Alice Apelian

I, ~~Alice Apelian~~, account number 74705-11282 have

had a water leak at 1105 Mesquite Street.

Description/Cause of Leak: Below GRADE MAIN PIPE
DEAST. SEE NEXT PAGE FOR CLARIFICATION

The leak has been repaired and I am requesting an adjustment on my water bill. I have provided proof of repair; either an invoice from a plumber or receipts for parts that were purchased and used to repair the leak.

I also understand that in order to qualify for an adjustment the water charges on the bill in question must be at least \$125.00 over the average water charges on the monthly bill.

Alice Apelian

~~Alice Apelian~~
Customer's Name (print)

~~Alice Apelian~~
Customer's Signature

Alice Apelian

918 784 1356
Phone Number

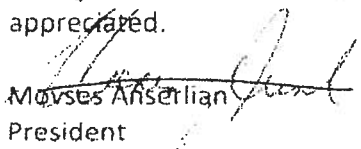
TO CITY OF ALAMOGORDO
UTILITY BILLING DIVISION

Effective October 1, 2014, we took over the property located at 1105 and 1105 Mesquite Street, located in Alamogordo, New Mexico.

We paid the water bill as usual fee which was about 400.00 dollars a month. In December, there was a leak underground which we were not aware of. On January 1, when the previous owner repossessed the property from us, he found the leak and he repaired the leak.

Our management was not aware of the leak either, the only reason the previous owner found out about it ahead of us, because we understand he was billed for 4000 dollars prior to transfer, which he never disclosed to us.

Anyhow, we did not do the repair, and we do not have any invoices for the repair. We are asking you to wave the fee associated with the billing. Your assistance in this matter is greatly appreciated.


Moses Anserlian
President

Alice Apel
Alia Apel

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 15

Submitted By: Ruben Segura, City Planner

Subject: Consider, and act upon, Zoning Request Case Number Z-2015-0001(A) to amend the official zoning map of the City of Alamogordo to rezone the property located at 500 Municipal Avenue from MH-1 – Manufactured Housing to RE – Residential Estates. (*Ruben Segura, City Planner*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: The Planning and Zoning Commission recommended approval to amend the official zoning map to rezone the property by a vote of 4-0-0, at their June 4, 2015 regular meeting. Staff recommends the same.

Background: Property owners are requesting a map amendment to the official zoning map of the City of Alamogordo to rezone the property located at 500 Municipal Ave. from MH-1-Manufactured Housing to RE-Residential Estates, per Section 29-01-020 of the City Municipal Code.

Staff recommendation for approval is based on the following Findings of Fact:

1. The property is located at 500 Municipal Ave. within the MH-1-Manufactured Housing zone; more specifically identified as Tax Parcel #01-13461
2. The request is for a map amendment to rezone the property to allow livestock (horses) on the property.
3. The application was filed on May 13, 2015.
4. The legal notice was run on May 19, 2015.
5. The adjoining property owners were notified on May 20, 2015.
6. Eight (8) letters were mailed by certified/return receipt mail to all property owners of record within two hundred (200) feet from each corner of the property excluding public right-of-way, of the property for which the rezoning is sought.
7. One (1) letter has been returned undeliverable and one phone call was received requesting more information.
8. The Planning and Zoning Commission in its June 4th, 2015 Planning and Zoning Commission meeting recommended to the City Commission approval to amend the official zoning map of the City of Alamogordo to rezone the property located at 500 Municipal Avenue from MH-1 – Manufactured Housing to RE – Residential Estates.

Record of Decision
City of Alamogordo
A New Mexico Municipal Corporation

Case#: **Z-2015-0001(A)**

For the Subject Property as follows:

Commonly Known As: **500 Municipal Ave.**

Uniform Property Code & Parcel Code: **01N-4-054-097-260-500 & 01-13461**

Legal Description: **FAMBROUGH #2 REPLAT B LT 2B**

The Alamogordo Planning & Zoning Commission considered this item on **June 4, 2015** and recommended the following action to the Alamogordo City Commission by a vote of **4-0-0**

Approve the rezoning of the property detailed above for Case # **Z-2015-0001(A)**.

.....

The Alamogordo City Commission issued the following decision on **June 23, 2015** , by a vote of _____

Approve as recommended for first publication Ordinance # _____ .

.....

The Alamogordo City Commission issued the following decision on **June 23, 2015**, by a vote of _____

Approve as recommended for final publication Ordinance # .

Attest:

CITY OF ALAMOGORDO, New Mexico,
A New Mexico Municipal Corporation

Reneé L. Cantin, City Clerk

Susie Galea, Mayor



City of Alamogordo
New Mexico

Community Development Department
1376 E. Ninth Street
Alamogordo, NM 88310
Phone: (575) 439-4208

Zoning Staff Report

Case: Z-2015-0001 (A) 500 Municipal Ave.			
Reference Name	500 Municipal Ave.		
Request	Proposed Zoning	R-E - Rural Estates	
	Proposed Uses	Livestock	
Existing Site Characteristics	Existing Zoning	MH-1 Manufactured Housing	
	Existing Use		
	Site Acreage	23.74 acres	
Applicant(s)	John & Kristine Fambrough, Property Owners		
Submittal Date	May 13, 2015		
PNZ Hearing Date	June 4, 2015		
Location	500 Municipal Ave.		
Tax Map Number(s)	01-13461		
Plan Consistency	Comprehensive Plan	Designation	Fambrough Subdivision #2, Lot 2B, Replat B
		Consistent with Request	Yes
Recommendations & Comments	Planning Staff	Recommends approval of Zone Change	

A. Owner/Applicant

Owner(s): John & Kristine Fambrough
500 Municipal Ave.
Alamogordo, NM 88310

Applicant: John & Kristine Fambrough
500 Municipal Ave.
Alamogordo, NM 88310

B. Zoning Request

The applicant is requesting a map amendment to the official zoning map of the City of Alamogordo to rezone the property located at 500 Municipal Ave. from MH-1-Manufactured Housing to RE-Residential Estates, per Section 29-01-020 of the City Municipal Code. The intent of the request is to grant the applicant permissive uses related to livestock, in accordance with Section 29-03-540.2-c (Use Regulations – Livestock Restrictions), on the property lot. The subject property is

located in the south-central section of the City, north of Municipal Avenue and east of Travis C. Hooser Ballfield Complex passed an 18.47 acre lot belonging to Sharon K. Weaver Trust.

C. Applicant's Responses to Map Amendment Requirements

- 1. What effect does your proposal have on lessening congestion?**
Has no impact either way.
- 2. What effect does your proposal have on securing the community's safety from fire, flood waters, panic and other dangers?**
Proposal contains measures ensuring public safety. Adequate inner and outer containment fences will be installed.
- 3. What effect does your proposal have on promoting health and the general welfare?**
Proposal falls within acreage requirements of number of head of livestock allowed.
- 4. What effect does your proposal have on providing adequate light and air?**
Proposal does not impact adequate light & air.
- 5. What effect does your proposal have on avoiding undue concentration of population?**
Proposal does not impact adequate light & air.
- 6. What effect does your proposal have on providing for adequate transportation, water, sewerage, schools, parks and other public requirements?**
This proposal does not require any resources for additional transportation or other public needs. Property contains all necessary utilities and roads.
- 7. What effect does your proposal have on controlling and abating the unsightly use of buildings or land?**
New materials would be used for constructing fence, runs, storage buildings, barns, etc. There are no unsightly buildings. The property is large enough for the proposal.
- 8. What effect does your proposal have on the character of the zoning district considering adjacent and adjoining properties within the subject property's current zoning district and the proposed zoning district?**
The rezoning provides a relaxed rural family atmosphere.
- 9. What effect does your proposal have on the character of the properties throughout the City that are in the property's current zoning district and the proposed zoning district?**
As there aren't many large rural tracts throughout the city that are comparable to this one there is no effect. This location is on the southern outskirts of the city.
- 10. What effect does your proposal have on the value of buildings and land on adjacent and adjoining properties to the subject property and within the community as a whole?**
It provides a more relaxed country feel for those wanting city conveniences without giving up country life & rural space. It ensures a more "open" feel for our neighbors, as opposed to developing with typical suburban housing.
- 11. What effect does your proposal have on encouraging the most appropriate use of land on adjacent and adjoining properties to the subject property and within the community as a whole?**
Encourages building for those who look for rural living close to city services and conveniences.
- 12. What effect does the subject property's suitability for particular uses have on the appropriateness of granting your request?**

The property is in a flood zone and has issues with water pressure making it less desirable for building houses. It is +20 acres with 1 house. There is a ditch on the north side. It is best suited for 1 or 2 houses on large tracts providing rural family lifestyle.

- 13. What effect does conserving the value of buildings and land on the subject property have on the appropriateness of granting your request?**

There are no buildings on the property that would not be conserved, and the raw land is 2nd generation family owned. The land would be conserved and the majority remaining raw land.

- 14. What effect does conserving the value of buildings and land on the subject property have on the appropriateness of granting your request?**

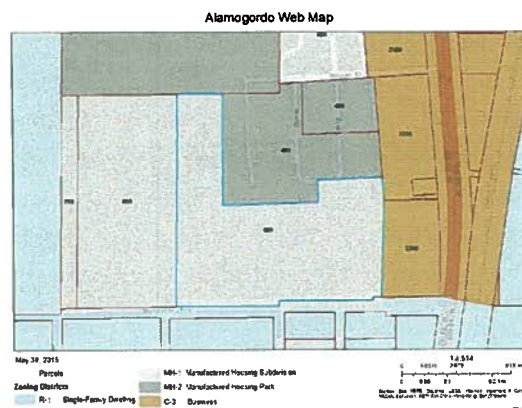
Providing rural family life at its fullest is the most appropriate use of this land. The property owners are 2nd generation and licensed contractor who can ensure buildings and fencing will be aesthetically pleasing.

D. Analysis

1. Existing Conditions

The official zoning map shows the property lot having a zone use of MH-1 Manufactured Housing. The property lot is shaped as a “J” with an oversized right hook. The lot is comprised of an area totaling 23.74 acres and is surrounded by lots with four (4) zone types: R-1 (Single-Family Dwelling), MH-1 Manufactured Housing, MH-2 (Manufactured Housing Park), and C-3 (Business). At the bottom, southern part of the property, the lot abuts Municipal Avenue, which then borders three other individual properties with a R1- Residential (Single-Family Dwelling) zone. On the west, however, the lot lies adjacent to an 18.47 acre lot (Subd: FAMBROUGH SUB #2 Lot: LT2) zoned MH-1 Manufactured Housing belonging to the Sharon K Weaver Trust. In turn, at the eastern bottom section of the lot, two properties zoned C-3 (Business) with frontages towards U.S. Highway 54 are adjoining. At the upper eastern and northern segments, the lot borders an 11.31 acre mobile home park track zoned MH-2 (Manufactured Housing Park) belonging to the applicant. Finally, the remaining upper northern tip of the property is touches a 27.84 acre property zoned R-1 (Single-Family Dwelling).

Current Zoning



Picture taken facing North on Southside of property.



Dwelling on lot.



The lot at 500 Municipal Ave. currently has a single family dwelling and a large metal garage with storage space.

2. **Criteria Review**

- i. (Section 29-01-010) Public safety, health, convenience, comfort, morals, prosperity and general welfare;
- ii. (Section 29-01-010) Does not interfere with, abrogate or annul any ordinance, rules, regulations, or permits previously adopted or issued;
- iii. (Section 29-01-010) Is not in conflict with any of the provisions of the zoning regulations; and
- iv. (Section 20-02-030) Consistency with Comprehensive Plan.

Public Safety, Health, Convenience, Comfort, Morals, Prosperity and General Welfare

The proposed official map amendment furthers the public safety, health, convenience, comfort, morals, prosperity and general welfare of the City by providing uniformity and consistency in the City's zoning designation for all private properties, including those of the applicant. The lot at 500 Municipal

Avenue for the most part, sits surrounded by undeveloped land, with the exception of the existing development the Manufactured Housing Park belonging to the applicants at the north, upper east section of the lot and two adjoining buildings with the address of 2200 U.S. Highway 54. The commercial building facing US Hwy 54 is currently vacant, and the additional building at the rear of the lot facing Michel Street is currently an operating business know as Sleepy's Flea Market with the address of 2200-B US Hwy 54. A zoning change on lot 2b will not have an adverse impact to the public safety, health, convenience, comfort, morals, prosperity and general welfare of the City because for the most part because the adjoining properties have compatible zoning, with the exception of the property owners at the southern section of the lot across Municipal Avenue, which are zoned of R1 Single-Family Dwelling. Nevertheless, the properties are greater than one acre (relatively 1.19 and 8+ size lot acres).

Sleepy's Flee Market



Vacant Commercial Building



Does not interfere with, abrogate or annul any ordinance, rules, regulations, or permits previously adopted or issued

The proposed rezoning will result in the uniform application of zone district (building form, use and design) regulations and will not interfere with, abrogate or annul any ordinance, rules, regulations, or permits previously adopted or issued.

Is Not in Conflict with Any of the Provisions of the Zoning Regulations

Applicant's request for an amendment to the zoning map to rezone the property located at 500 Municipal Ave. from MH-1-Manufactured Housing to RE-Residential Estates is consistent with the provision of the zoning regulations set in the City's Municipal Code.

Consistency with Comprehensive Plan

The proposed map amendment change to the official zoning map is consistent with Comprehensive Plan given that there are no proposed improvements or plan activities that will operate in contradiction to this plan.

E. Staff Recommendation

Based on the analysis set forth above, staff recommends the approval of Z-2015-0001(A) to allow an amendment to the official zoning map of the City of Alamogordo to rezone the property located at 500 Municipal Ave. from MH-1-Manufactured Housing to RE-Residential Estates. Staff concurs with the applicant that the rezoning request is owing to conditions peculiar to the property since the parcel meets requirements within section 29-03-540.

It is important to also note, that given the applicants' property lies approximately 2,900 feet away from White Sands Regional Airport, the applicants will need to make sure that they comply with the zoning restrictions outlined in Chapter 4 – 07 (Aircraft and Airport – Zoning) of the City's Municipal Code.

F. Findings of Fact

1. The property is located at 500 Municipal Ave. within the MH-1-Manufactured Housing zone; more specifically identified as Tax Parcel #01-13461
2. The request is for a map amendment to rezone the property to allow livestock (horses) on the property.
3. The application was filed on May 13, 2015.
4. The legal notice was run on May 19, 2015.
5. The adjoining property owners were notified on May 20, 2015.
6. Eight (8) letters were mailed by certified/return receipt mail to all property owners of record within two hundred (200) feet from each corner of the property excluding public right-of-way, of the property for which the rezoning is sought.
7. As of May 28, 2015 no letters have been returned and no phone calls have been received.

G. Motions

MOTION TO APPROVE THE ZONING REQUEST:

I move to approve the request for change of map amendment to the official zoning map of the City of Alamogordo to allow the rezoning of the property located at 500 Municipal Ave.; Lot 2B, Fambrough Subdivision #2, Replat B. Case # Z-2015-0001(A) from MH-1-Manufactured Housing to RE-Residential Estates. The testimony presented in this public hearing has shown that

the granting of the rezoning furthers the public safety, health, convenience, comfort, morals, prosperity and general welfare of the City; will not interfere with, abrogate or annual any ordinance, rules, regulations, or permits previously adopted or issued; is not in conflict with any of the provisions of the zoning regulations; and, is consistent with Comprehensive Plan.

OR

MOTION TO DENY THE ZONING REQUEST:

I move to deny the request for change of map amendment to the official zoning map of the City of Alamogordo to allow the rezoning of the property located at 500 Municipal Ave.; Lot 2B, Fambrough Subdivision #2, Replat B. Case # Z-2015-0001(A) from MH-1-Manufactured Housing to RE-Residential Estates.

Sufficient testimony has **not** been presented in this public hearing that the requested map amendment meets the criteria in Section **29-01-020** entitled “Amendment and Changes” of the City of Alamogordo Municipal Code as:

(Choose one or more appropriate finding(s) and specific items)

1. Such action will not further the public safety, health, convenience, comfort, morals, prosperity and general welfare of the City;
2. Such action will interfere with, abrogate or annual any ordinance, rules, regulations, or permits previously adopted or issued;
3. Such action is in conflict with any of the provisions of the zoning regulations; or
4. Such action is consistent with Comprehensive Plan.

H. Exhibits

- | | |
|------------|--|
| Exhibit 1. | Map Amendment Application |
| Exhibit 2. | Property Ownership Data/Affidavit |
| Exhibit 3. | Chapter 29-03-540-District “RE”- Residential Estates |
| Exhibit 4. | Adjoining Owners and Protested Area Map |
| Exhibit 5 | Approved Plat |
| Exhibit 6 | Section 29-01-010 & 29-01-020 |
| Exhibit 7 | Section 20-02-030 |
| Exhibit 8 | Legal Notice |
| Exhibit 9 | Customer Receipt |
| Exhibit 10 | Ordinance 1493 |

Exhibit 8	Legal Notice
Exhibit 9	Customer Receipt
Exhibit 10	Ordinance 1493

APPLICATION FOR A MAP AMENDMENT

CITY OF ALAMOGORDO
 COMMUNITY DEVELOPMENT DEPARTMENT
 APPLICATION FOR MAP AMENDMENT
 1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310
 575/439-4220 FAX: 575/439-4343
SRAEL@CI.ALAMOGORDO.NM.US
RSEGURA@CI.ALAMOGORDO.NM.US



Fee: \$ 645.00 Deposit: \$200.00
 Case #: Z - PF-011-3705-312.11-06 CZ-011-0000-229.04-69

Date Received: MAY 13 2015

Total \$845.00

Receipt #: 108523

A. Property address (or location if no address): 500 Municipal Ave
Alamogordo, NM 88310

B. Applicant's name: John & Kristine Fambrough

C. Area of property to be rezoned: approx 24 acres

D. Complete the following table indicating the property location, the current zoning district in which the property is located, and the proposed zoning district.

Location (if different from "A"). Please, provide legal description of property for which you request rezoning. Use addition sheets if needed.	Current district	Proposed district:
<u>Subd: Fambrough #2 Replat B Lot: LT2B</u>	<u>MH-1</u>	<u>RE</u>

D. New Mexico State Statute and the Alamogordo Municipal Code require the City Commission to consider an amendment request relative to certain objectives and standards. Please, discuss the bearing your request may have on the following. Be as brief as you feel sufficient, or supply a statement on an additional sheet.

1. What effect does your proposal have on lessening congestion? Has no impact either way.

2. What effect does your proposal have on securing the community's safety from fire, flood waters, panic and other dangers? Proposal contains measures ensuring public safety. Adequate inner and outer containment fences will be installed.

3. What effect does your proposal have on promoting health and the general welfare? Proposal falls within acreage requirements of number of head of livestock allowed.

4. What effect does your proposal have on providing adequate light and air? Proposal does not impact adequate light & air.

5. What effect does your proposal have on avoiding undue concentration of population? Proposal will not significantly increase population.

APPLICATION FOR A MAP AMENDMENT

6. What effect does your proposal have on providing for adequate transportation, water, sewerage, schools, parks and other public requirements? This proposal does not require any resources for additional transportation or other public needs. Property contains all necessary utilities and roads.

7. What effect does your proposal have on controlling and abating the unsightly use of buildings or land? New materials would be used for constructing fence, runs, storage buildings, barns, etc.

There are no unsightly buildings. The property is large enough for the proposal.

8. What effect does your proposal have on the character of the zoning district considering adjacent and adjoining properties within the subject property's current zoning district and the proposed zoning district? The rezoning provides a relaxed rural family atmosphere.

9. What effect does your proposal have on the character of the properties throughout the City that are in the property's current zoning district and the proposed zoning district? As there aren't many large rural tracts throughout the city that are comparable to this one there is no effect. This location is on the southern outskirts of the city.

10. What effect does your proposal have on the value of buildings and land on adjacent and adjoining properties to the subject property and within the community as a whole? It provides a more relaxed country feel for those wanting city conveniences without giving up country life & rural space. It ensures a more "open" feel for our neighbors, as opposed to developing with typical suburban housing.

11. What effect does your proposal have on encouraging the most appropriate use of land on adjacent and adjoining properties to the subject property and within the community as a whole? Encourages building for those who look for rural living close to city services and conveniences.

12. What effect does the subject property's suitability for particular uses have on the appropriateness of granting your request? The property is in a flood zone and has issues with water pressure making it less desirable for bldg houses. It is 1.20 acres with 1 house. There is a ditch on the north side. It is best suited for 1 or 2 houses on large tracts providing rural family lifestyle.

13. What effect does conserving the value of buildings and land on the subject property have on the appropriateness of granting your request? There are no buildings on the property that would not be conserved, and the raw land is 2nd generation family owned. The land would be conserved and the majority remaining raw land.

14. What effect does encouraging the most appropriate use of the subject property have on the appropriateness of granting your request? Providing rural family life at its fullest is the most appropriate use of this land. The property owners are 2nd generation, and licensed contractor who can ensure buildings and fences will be aesthetically pleasing.

I certify that all of the above statements and all statements, information, and exhibits that I am submitting in conjunction with this application for a zoning map amendment are true to the best of my knowledge.


Applicant's signature

05/11/15
Date

PROPERTY OWNERSHIP DATA/ AFFIDAVIT

CITY OF ALAMOGORDO

COMMUNITY DEVELOPMENT DEPARTMENT

PROPERTY OWNERSHIP DATA

1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310

575/439-4220 FAX: 575/439-4231

RSEGURA@CI.ALAMOGORDO.NM.US

SRAEL@CI.ALAMOGORDO.NM.US

RECEIVED

MAY 13 2015

Case #: 2-2015-0001(A)

Date Received: _____

The Alamogordo Municipal Code allows real property owners or their agents to apply for authorization for certain activities that require an extraordinary approval. This form is a self-certification that the applicant has standing to apply for the following specific applications. Please, reference the Municipal Code section numbers indicated for further information regarding the type of extraordinary approval.

1. Zoning Amendment (§29-01-020) - The owners of a tract of land or the agent of the owners may petition for an amendment to the zoning map or text.
2. Variances (§29-01-070) - The owners of a majority of a tract of land or the agent of these owners may petition for a variance to the requirements of Municipal Code, Chapter 29, Zoning.
3. Special event permit (§29-01-090) - All owners of a subject property must sign an application for the temporary location of a land use at a location otherwise prohibited by Municipal Code, Chapter 29, Zoning.
4. Special land use permit (§29-05-040) - The owners of a tract of land or the agent of the owners may petition for authorization to locate any of the buildings or uses listed in §29-05-040 in a district from which they are otherwise prohibited.
5. Annexation (§2-07-010) - The owners of the majority of an area considered for annexation must sign an annexation petition.
6. Special permit for temporary structures (§8-01-170) - The owners of a tract of land or the agent of the owners may petition for a special permit for certain temporary structures.

Please, check the boxes that apply.

☐ Title is held in one person's name.	☒ Title is held by one or more persons.	☐ Title is held by a married person as a separate property.	☐ Title is held by married persons in common or jointly.
☐ Title is held by a corporation.	☐ Title is held by a partnership.	☐ Title is held by some other type of business entity, described as follows _____ _____ _____	
☐ Title is held by another party. I am the agent of that party. I have provided an acknowledged power of attorney from the owner.			

Property address (or location if no address): 500 Municipal AveAlamogordo, NM 88310Property ID or Property Code from real estate tax bill: 01-134616PCMap Code or Universal Property Code from real estate tax bill: 01-N-4-054-097-260-500

PROPERTY OWNERSHIP DATA/ AFFIDAVIT

CERTIFICATION

Legal description of property: (Use an attached sheet if needed and check, ☐ See Attachment.)

Subd: Fambrough # 2 Replat B Lot: LT2B

I certify that I am the owner of the above legally described property.

Owner's Signature:	<i>Kristine Fambrough</i>	<i>John Fambrough</i>	
Owner's Name (print):	Kristine Fambrough	John Fambrough	
Date:	05/11/15		

OWNERSHIP BY INDIVIDUAL(S)

State of New Mexico)
) ss.
 County of Otero)

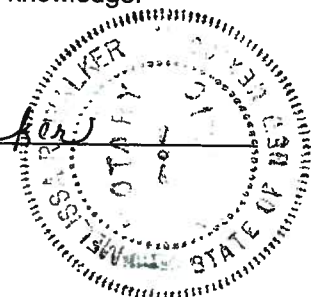
The foregoing document was subscribed and sworn to before me this 13th day of May 2015, by (Owner/s) John Fambrough, Kristine Fambrough, who stated that the information contained therein is true and correct to the best of the Owner's knowledge.

My commission Expires:

Notary Public:

June 5, 2018

Melinda Walker



OWNERSHIP BY BUSINESS

State of New Mexico)
) ss.
 County of Otero)

The foregoing document was subscribed and sworn to before me this _____ day of _____ 20____, by (Name) _____, who stated that s/he is the (Title) _____ of the (Owner) _____ and that s/he is authorized to sign this document on Owner's behalf and who further states that the information contained in the foregoing document is true and correct to the best of the Owner's knowledge.

My commission Expires:

Notary Public:

- You will need to provide proof of ownership and standing, such as a title insurance policy or deed or lease, linking the applicant to the owner and the owner to the property.
- If the applicant is not the property owner, we require a consent statement from the property owner.



29-03-540. - District "RE"- Residential Estate.

29-03-540.1 - Purpose.

This district permits a very low density of population in which the principal land use is single-family dwellings.

(Ord. No. 1368, 1-12-10)

29-03-540.2. - Use regulations.

a. Permissive uses.

1) One single-family dwelling per lot:

- a. All dwelling units shall be permanently affixed to a permanent foundation. No dwelling unit shall be temporary in nature. Permanent foundations for dwelling units that are not site built shall comply with the New Mexico Manufactured Housing Division Rules and Regulations (NMAC 14.12.2) for permanent foundations.
- b. Each dwelling unit must have either an attached or detached private garage permanently affixed to a permanent foundation. If the garage is attached to the dwelling unit, the garage must have an interior measurement of at least 11 feet by 24 feet in size. If the garage is detached from the dwelling unit, the garage must have an interior measurement of at least 20 feet by 24 feet in size. The garage shall have a similar external appearance and finish as the dwelling unit and shall be completed and issued a certificate of occupancy no later than 12 months after occupation of the dwelling.

2) Accessory uses, buildings and structures, and accessory living quarters not exceeding one thousand two hundred (1,200) square feet and corresponding in architectural design with the primary dwelling unit;

3) Publicly owned or operated park, playground or community building;

4) Family child care home with a capacity of six or less;

5) Community residential care facility up to ten persons.

b. Special Uses (Subject to conditional use permit). In the R-E district, special uses are as follows:

1) Country club or golf course, except miniature course, practice tee or similar facility operated for commercial purposes.

2) Churches, Sunday school buildings, and other places of worship and those uses traditionally associated with these including, but not limited to: convents, monasteries, parish houses, rectories, seminaries, and child day care services, provided the property has frontage on an arterial or collector street as shown on the approved major thoroughfare plan.

3) Public utility and service uses including, but not limited to: fire stations, electric substations, gas regulator stations, telephone exchanges, microwave relay towers and stations, antenna towers and other outdoor equipment essential to the operation of the exchange in the interest of public convenience and necessity, commercial radio and television towers, sewage treatment plants, well and water pumping stations, water filtration plants, water reservoirs, and other similar uses.

4) Public elementary and high school, or private school, with curriculum the same as ordinarily given in public elementary or high schools.

(Ord. No. 1368, 1-12-10)

29-03-540.3. - Property development standards.

The following property development standards shall apply to all land and buildings in the R-E district:

- a. *Density*. There shall be not more than one (1) single-family dwelling unit on any one (1) lot. No lot may have more than one (1) accessory building per 32,685 square feet (0.75 acres).
- b. *Front yards*. There shall be a front yard having a depth of not less than twenty (20) feet, said front yard being defined as the minimum horizontal distance between the front lot line and the main building or any projection thereof, other than steps, unenclosed balconies or unenclosed porches.
- c. *Side yards*. There shall be a side yard on each side of the dwelling unit having a width of not less than fifteen (15) feet. The side yard on the street side of a corner lot shall be not less than fifteen (15) feet in width. If garage access for an attached garage is through the street side yard the minimum setback for the dwelling unit will be twenty (20) feet. The side yard for an accessory building shall be not less than three (3) feet.
- d. *Rear yards*. There shall be a rear yard having a depth of not less than thirty (30) feet or twenty (20) percent of the depth of the entire lot, whichever amount is smaller, the rear yard being defined as the minimum horizontal distance between the rear lot line and the rear of the main building or any projection thereof other than steps or unenclosed balconies.
- e. *Lot width and areas*. Every lot shall have a width of at least ninety (90) feet at the building setback line and a width of at least thirty-five (35) feet at the front lot line. Every lot shall have an area of not less than 32,685 square feet (0.75 acres). If on-sewer is used, then lot sizes required by the New Mexico Environmental Improvement Division shall apply.
- f. *Building heights*. No building shall exceed two and one-half (2½) stories or thirty-five (35) feet in height. The height of accessory buildings, including garages, shall be limited to twenty-five (25) feet. No new accessory building, regardless of construction materials, may be located directly under a power line unless a minimum of ten (10) feet of vertical clearance is maintained.
- g. *Fences*. No solid fence or enclosure closer than twenty (20) feet to the front lot line shall exceed a height of four (4) feet, and no fence, hedge, or enclosure wall on a corner lot and situated within thirty (30) feet of the intersection of two (2) street lines shall exceed a height of three (3) feet.
- h. *Off-street parking*. Off-street parking spaces must be provided. The number of off-street parking spaces shall be sufficient to accommodate the number of vehicles that ordinarily are likely to be attracted to the development.
- i. Private on-site liquid waste systems meeting the technically more restrictive requirements of either the New Mexico Environmental Department or any waste disposal system ordinance enacted by the City shall be permitted.

(Ord. No. 1368, 1-12-10)

PROTEST MAILING LIST
Z-2015-0001(A)
500 MUNICIPAL AVE.
ALAMOGORDO, NM 88310

SHARON WEAVER
1423 OHIO AVENUE
ALAMOGORDO, NM 88310

MINTO & HOOSER
102 SAN PEDRO
ALAMOGORDO, NM 88310

AYOUB & ET AL
C/O F-STAR PROPERTY MGMT, INC.
6720 N. SCOTTSDALE RE., STE 130
SCOTTSDALE, AZ 85253

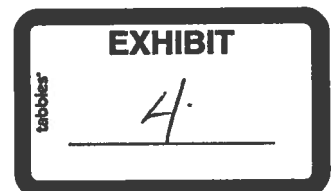
BOB A. & EDWIN MILLER
PO BOX 63
RUIDOSO DOWNS, NM 88346

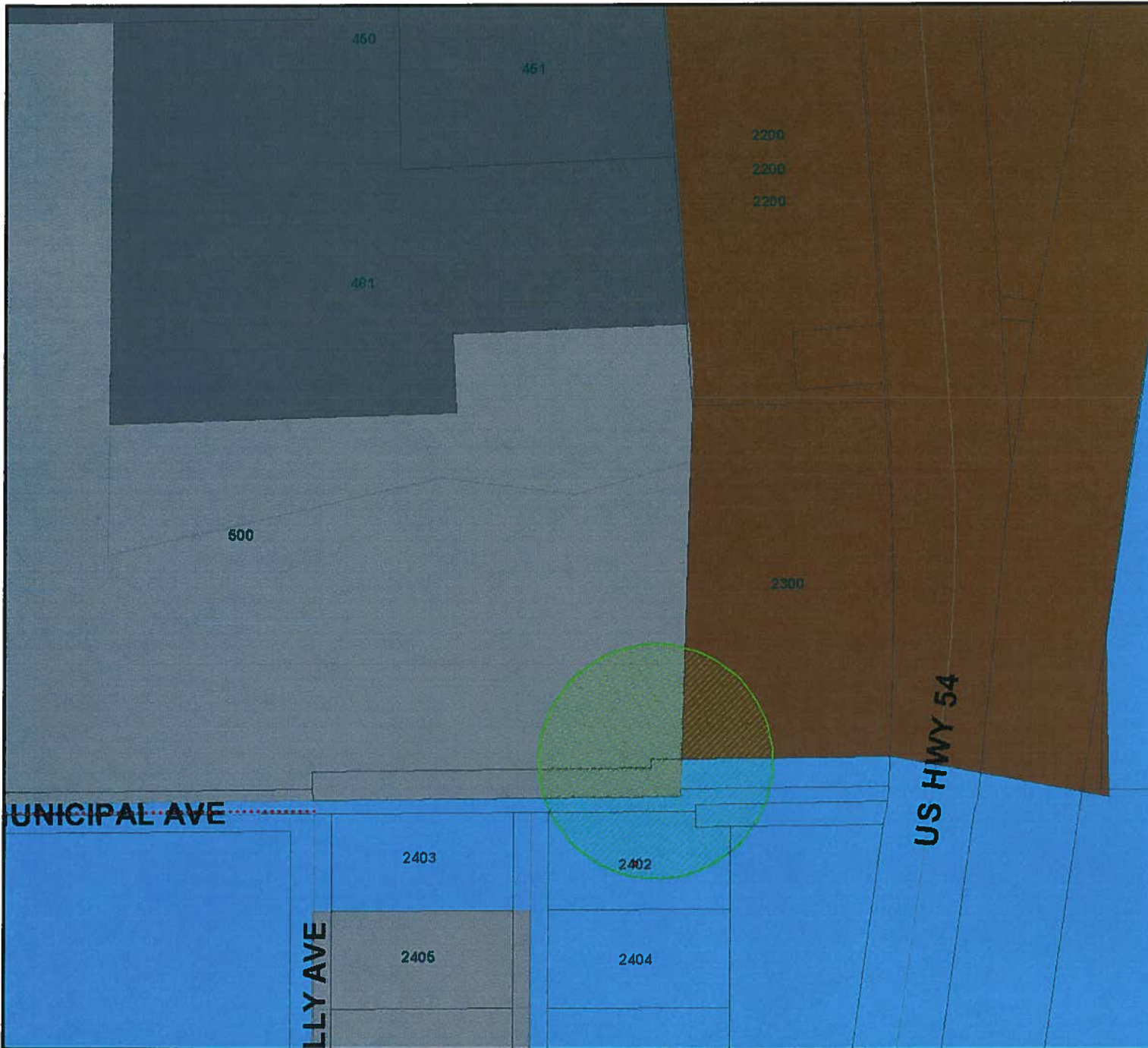
CITY OF ALAMOGORDO
1376 E. 9TH STREET
ALAMOGORDO, NM 88310

OSTAPA, JAMES H. & KATHLEEN G.
532 N. KENMORE AVE.
ADDISON, IL 60101

MARK D. GRAY
PO BOX 2625
ALAMOGORDO, NM 88311

MICHAEL C. SHYNE
PO BOX 554
ALAMOGORDO, NM 88311

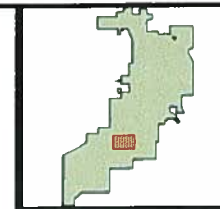
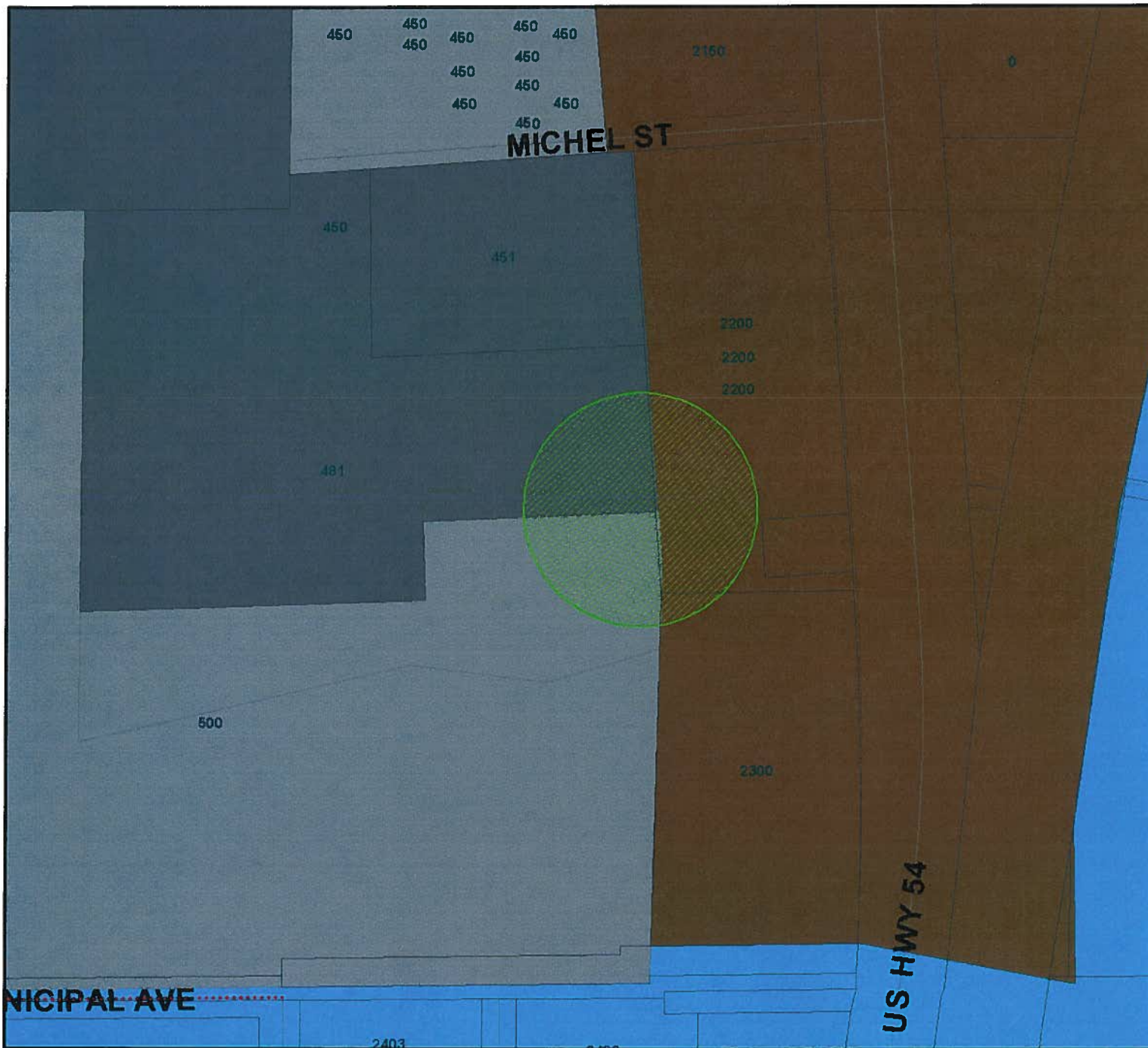




Z-2015-0001(A)

1 in. = 248.7 feet





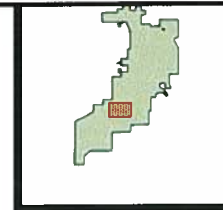
- **Address Points**
House Number
- ^ **Street Centerlines**
Street Names (Large)
- ^ **County Roads**
Road Names (Large)
- ▭ **Tax Parcels**
- ▭ **Land Use Zoning**
Zone
 - ▭ Business (C-3)
 - ▭ Industrial (M-2)
 - ▭ Light Industrial (M-1)
 - ▭ Manufactured Housing (MH-1)
 - ▭ Manufactured Housing Park (MH-2)
 - ▭ Multi-Family Dwelling (R-4)
 - ▭ Neighborhood Business (C-1)
 - ▭ Single-Family Dwelling (R-1)
 - ▭ Townhouse Dwelling (R-2)
 - ▭ Two-Family Dwelling (R-3)
- ▭ **Alamogordo City Limits**



Z-2015-0001(A)

1 in. = 248.7 feet





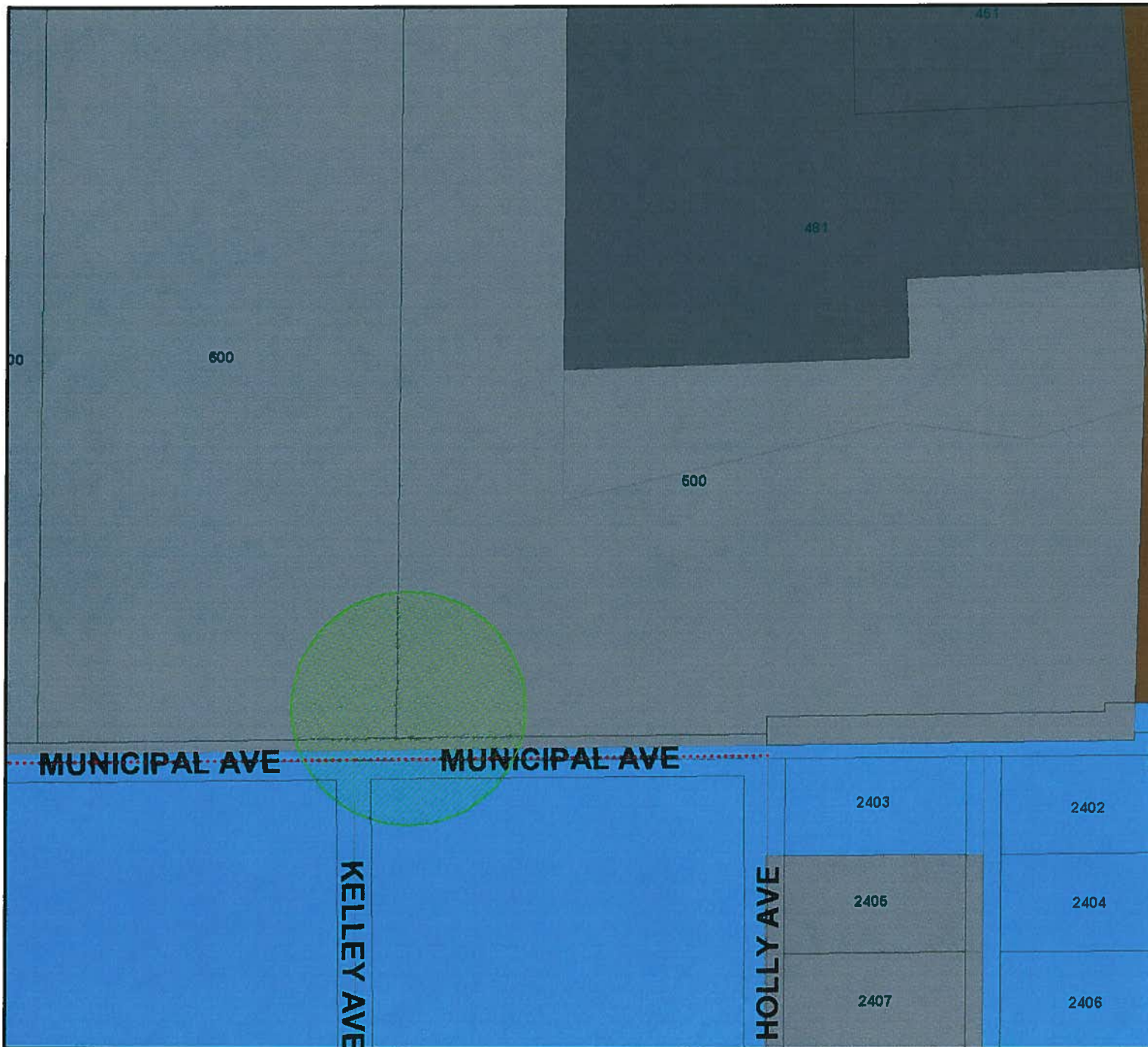
- **Address Points**
House Number
- ^ **Street Centerlines**
Street Names (Large)
- ^ **County Roads**
Road Names (Large)
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 - ▤ Single-Family Dwelling (R-1)
 - ▤ Townhouse Dwelling (R-2)
 - ▤ Two-Family Dwelling (R-3)
- ▤ **Alamogordo City Limits**



Z-2015-0001(A)

1 in. = 251.7 feet





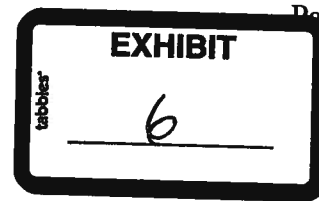
- **Address Points**
House Number
- **Street Centerlines**
Street Names (Large)
- **County Roads**
Road Names (Large)
- ▭ **Tax Parcels**
- ▭ **Land Use Zoning**
Zone
 - ▭ Business (C-3)
 - ▭ Industrial (M-2)
 - ▭ Light Industrial (M-1)
 - ▭ Manufactured Housing (MH-1)
 - ▭ Manufactured Housing Park (MH-2)
 - ▭ Multi-Family Dwelling (R-4)
 - ▭ Neighborhood Business (C-1)
 - ▭ Single-Family Dwelling (R-1)
 - ▭ Townhouse Dwelling (R-2)
 - ▭ Two-Family Dwelling (R-3)
- ▭ **Alamogordo City Limits**



Z-2015-0001(A)

1 in. = 248.7 feet





29-01-010. - Interpretation, purpose and conflict.

In interpreting and applying the provisions of this chapter they shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, morals, prosperity and general welfare. It is not intended by these provisions to interfere with, abrogate or annul any ordinance, rules, regulations, or permits previously adopted or issued and not in conflict with any of the provisions of the zoning regulations, or which shall be adopted or issued pursuant to law relating to the uses of buildings or premises, and likewise not in conflict with the zoning regulations; nor is it intended by these regulations to interfere with or abrogate or annul any easements, covenants or other agreements between parties, except that if the zoning regulations impose a greater restriction, the zoning regulations shall control.

(Code 1960, § 11-15-1; Ord. No. 306, 11-8-60; Ord. No. 1234, § 1, 3-22-05)

Cross reference— Administration, ch. 2; airport zoning regulations, § 4-07-010 et seq.; building and building regulations, ch. 8; fire prevention and protection, ch. 12; flood damage prevention regulations, ch. 13; licenses and miscellaneous business regulations, ch. 17; parks, playgrounds and recreation, ch. 19; planning, ch. 20; streets, sidewalks and public places, ch. 21; subdivision regulations, ch. 22; traffic, ch. 24; trailers, mobile homes and recreational vehicles, ch. 25; water, sewers and sewage disposal, ch. 28

29-01-020. - Amendments and changes.

- (a) *Petition for amendment.* From time to time, the city, after public notice and hearing, may amend the zoning regulations and established districts. Amendment may be initiated by motion of the city commission; by petition of the owner or owners of the property to be affected; or by petition of one (1) or more agents, designated in an acknowledged power of attorney, of the owner or owners of the property to be affected. Every such proposed amendment shall be considered by the planning and zoning commission before being considered by the city commission.
- (b) *Notice and public hearing.* A public hearing shall be held for each proposed amendment to the zoning districts. At least fifteen (15) days' notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the city. Notice of the public hearing shall also be mailed by certified mail, return receipt requested, to the owners, as shown by the records of the county treasurer, of land within the area to be rezoned and of land within two hundred (200) feet of the area to be rezoned. Streets, alleys and other public rights-of-way shall be excluded in calculating the protest area.
- (c) *Extraordinary majority vote required.* An affirmative vote by a majority of all the members of the city commission shall be required to pass an amendment to any zoning district under the following circumstances:
 - (1) If the planning and zoning commission has voted to recommend the denial of the rezoning;
 - (2) If written protest, signed by owners of twenty (20) percent of the land (exclusive of streets, alleys and other public rights-of-way) in the area to be rezoned, is filed against the proposal;
 - or
 - (3)

If written protest, signed by owners of twenty (20) percent of the land (exclusive of streets, alleys and other public rights-of-way) within two hundred (200) feet of the area to be rezoned, is filed against the proposal.

(Code 1960, § 11-15-2; Ord. No. 548, 9-4-76; Ord. No. 781, 2-13-90; Ord. 864 § 1; Ord. No. 1234, § 1, 3-22-05)

20-02-030. - Authority.

- (a) The city planning and zoning commission shall have power and authority to study and investigate the subject of municipal planning and zoning, for the purpose of the formulation of a master plan, and shall make such surveys as it deems necessary for the formulation of such a master plan for the city; and in this connection the city planning and zoning commission shall have power and authority to hold public hearings for the formulation of such master plan. After the master plan has been approved, and within the area of the master plan, the planning and zoning commission shall recommend to the city commission the approval or denial of any proposal to construct, accept, widen, narrow, remove, extend, relocate, vacate, abandon, acquire, or change the use of any:
- (1) Park, street, or other public way, ground, place or space;
 - (2) Public building or structure; or
 - (3) Utility, whether publicly or privately owned.
- (b) The city planning and zoning commission shall have power and authority to call before it the city manager, and any and all department heads and officers and employees of the city, who shall at the request of the commission furnish such commission such data, information and reports as such commission may request.
- (c) The city planning and zoning commission shall, from time to time, as it sees fit, make recommendations to the city commission for the passage of ordinances which it may deem advisable.
- (d) The city planning and zoning commission shall file an annual report with city manager and city commission of its activities, meetings and progress.
- (e) The city planning and zoning commission shall have such other powers, authority and jurisdiction as may be from time to time delegated to such commission by ordinance or by resolution of the city commission.

(Code 1960, § 2-6-3; Ord. No. 693, 6-25-85)



Legal Notices 152

Legal # 5734
(Published 5/19/2015)

**City Of Alamogordo.
Public Hearing Notice**

The Alamogordo Planning and Zoning Commission will hear this rezoning request at their public meeting, beginning at 6:00 PM, Thursday, June 4, 2015 in City Commission Chambers, City Hall, 1376 E. Ninth Street, Alamogordo, New Mexico.

Case #:
Z-2015-0001(A)
Owner:
John &
Kristine Fambrough
Property Legal
Description:
LOT 2B, FAMBROUGH
SUBDIVISION 2,
REPLAT B
Current Zoning:
MH-1- Manufactured
Housing
Proposed Zone:
RE- Residential
Estates
Request:
Property owner is requesting that the City amend the zoning map to change the zoning of property mention above from MH-1 to RE

Comments including objections must be submitted in writing to be a part of the case record. Please be specific about the reasons underlying your position. Submit comments to: Alamogordo Community Development Department, 1376 E. 9th Street, Alamogordo, New Mexico and must be received no later than noon on the day before the public hearing (June 3, 2015) held by the Planning and Zoning Commission.

Further info, contact Ms. Stella Rael, Planning and Zoning Administrator, 575/439-4208, or by email at srael@ci.alamogordo.nm.us

EXHIBIT

8

tabbles

CITY OF ALAMOGORDO, NEW MEXICO
*** CUSTOMER RECEIPT ***
Oper: SALAZARDT Type: OC Drawer: 1
Date: 5/13/15 01 Receipt no: 100523

Description	Quantity	Amount
PF PLANNING - FEES	1.00	\$645.00
JOHN & KRISTINE FAMBROUGH		
CZ ZONING DEPOSIT	1.00	\$200.00
JOHN & KRISTINE FAMBROUGH		

APP FOR MAP AMENDMENT
PROPERTY ADDRESS: 500 MUNICIPAL
JOHN & KRISTINE FAMBROUGH

Tender detail	
CK CHECK	\$845.00
Total tendered	\$845.00
Total payment	\$845.00

Trans date: 5/13/15 Time: 11:50:23

THANK YOU AND HAVE A NICE DAY

EXHIBIT

tabbler
9

ORDINANCE NO. 1493

AMENDING SECTIONS 7-01-010 AND 7-01-020 OF CHAPTER 7 – ANIMAL CONTROL AND SECTION 29-03-540.2. OF CHAPTER 29 - ZONING TO ALLOW ANIMALS IN ZONING DISTRICT "R-E" RESIDENTIAL ESTATE

BE IT ORDAINED by the City Commission of the City of Alamogordo New Mexico that the *Code of Ordinances* be amended as follows:

Article 1

Section 7-01-010 – Definitions is hereby amended to add or amend the following definitions:

Animal is any living nonhuman mammal, bird, reptile, or amphibian.

Pet means any dog, cat, rabbit, amphibian, reptile, caged bird, aquarium fish, caged rodent or caged ferret.

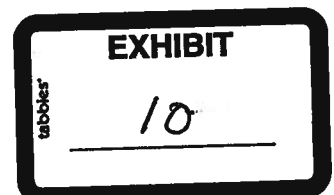
Service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

Article 2

Section 7-01-020, Subsection (b) is hereby amended to read as follows:

(b) Subsection (a) shall not apply to:

- (1) The keeping of Vietnamese miniature potbelly pigs or pygmy goats weighing fifty (50) pounds or less or poultry, or the operation of pet stores, veterinary offices or hospitals, or commercial kennels, or livestock in areas zoning districts where the use or keeping is specifically permitted.
- (2) Public zoos, or carnivals and circuses licensed as such.
- (3) Fairs, petting zoos or other special events lasting less than two (2) weeks.
- (4) The keeping of any animal at an approved research institution.



(c) It is unlawful for any person to keep or harbor any vicious animal. Any person attacked by a vicious animal may use reasonable force to repel the attack. After a judicial determination that an animal is vicious, the owner or keeper of such vicious animal shall destroy it humanely or release such animal to the animal control center for destruction.

Article 3

Section 29-03-540.2. - Use Regulations is hereby amended to read as follows:

a. Permissive uses.

1) One single-family dwelling per lot:

a. All dwelling units shall be permanently affixed to a permanent foundation. No dwelling unit shall be temporary in nature. Permanent foundations for dwelling units that are not site built shall comply with the New Mexico Manufactured Housing Division Rules and Regulations (NMAC 14.12.2) for permanent foundations.

b. Each dwelling unit must have either an attached or detached private garage permanently affixed to a permanent foundation. If the garage is attached to the dwelling unit, the garage must have an interior measurement of at least 11 feet by 24 feet in size. If the garage is detached from the dwelling unit, the garage must have an interior measurement of at least 20 feet by 24 feet in size. The garage shall have a similar external appearance and finish as the dwelling unit and shall be completed and issued a certificate of occupancy no later than 12 months after occupation of the dwelling.

2) Accessory uses, buildings and structures, the keeping of livestock in accordance with subsection 29-03-540.2.c, and accessory living quarters not exceeding one thousand two hundred (1,200) square feet and corresponding in architectural design with the primary dwelling unit;

3) Publicly owned or operated park, playground or community building;

4) Family child care home with a capacity of six or less;

5) Community residential care facility up to ten persons.

b. Special Uses (Subject to conditional use permit). In the R-E district, special uses are as follows:

1) Country club or golf course, except miniature course, practice tee or similar facility operated for commercial purposes.

2) Churches, Sunday school buildings, and other places of worship and those uses traditionally associated with these including, but not limited to: convents, monasteries, parish houses, rectories, seminaries, and child day care services, provided the property has frontage on an arterial or collector street as shown on the approved major thoroughfare plan.

3) Public utility and service uses including, but not limited to: fire stations, electric substations, gas regulator stations, telephone exchanges,

microwave relay towers and stations, antenna towers and other outdoor equipment essential to the operation of the exchange in the interest of public convenience and necessity, commercial radio and television towers, sewage treatment plants, well and water pumping stations, water filtration plants, water reservoirs, and other similar uses.

- 4) Public elementary and high school, or private school, with curriculum the same as ordinarily given in public elementary or high schools.

c. Livestock Restrictions: Livestock shall be permitted in the Residential Estate (RE) zoning district subject to the following conditions:

<i>Lot Size</i>	<i>Type of Livestock</i>			
	<i>Horses, Mules and Donkeys</i>	<i>Cows</i>	<i>Pigs</i>	<i>Goats and Sheep</i>
<i>10 acres or more</i>	<i>An aggregate of 1 head of livestock per acre are allowed with no absolute maximum on total number of livestock kept.</i>			
<i>Less than 10 acres but no less than 5 acres.</i>	<i>2 and no more of the aggregate of horses, mules, donkeys and cattle are allowed.</i>		<i>1 per acre</i>	<i>1 per acre</i>
<i>Less than 5 acres but no less than 1 acre.</i>	<i>prohibited</i>	<i>prohibited</i>	<i>1 per acre</i>	<i>1 per acre</i>
<i>Less than 1 acre.</i>	<i>prohibited</i>	<i>prohibited</i>	<i>prohibited</i>	<i>prohibited</i>

d. Nothing in this section shall be construed as permitting the keeping of livestock in a manner that constitute an animal nuisance as prohibited by Section 7-01-050 of the Alamogordo Code of Ordinances.

Article 4

Article 29-03 of Chapter 29 of the Alamogordo Code of Ordinances is hereby amended to add the following section:

Section 29-03-550 Poultry may be kept in all zoning districts subject to the following conditions:

(1) Four (4) females [hen (chicken), hen (turkey), duck, or goose] may be kept on any lot within the City.

(2) In lots having an area of at least ½ acre but less than 1 acre, 10 females [hen (chicken), hen (turkey), duck, or goose] may be kept.

(3) In lots of 1 acre or larger, 25 females [hen (chicken), hen (turkey), duck, or goose] may be kept per acre.

(4) No rooster or male chickens mature enough to crow or otherwise disturb the peace shall be kept within the City.

(5) Poultry permitted by this chapter shall be housed in outdoor species-appropriate housing.

(6) Secure enclosures which protect the poultry from predators and allow for species specific behaviors including but not limited to roosting, scratching, dusting, and nesting, are required and shall be constructed prior to acquisition of the poultry. Roosting areas shall provide no less than two square feet per bird. The enclosure shall provide adequate shade and must be located at least 10 feet from any other structure and at least 5 feet from any lot line.

(7) Poultry shall be provided with constant access to potable water in sufficient amount as to maintain good health.

(8) Nothing in this section shall be construed as permitting the keeping of poultry in numbers that constitute an animal nuisance as prohibited by Section 7-01-050 of the Alamogordo Code of Ordinances.

Article 5

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Article 6

SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Article 7

EFFECTIVE DATE. This ordinance shall be effective upon its passage, approval, and publication as provided by law.

Done this 14th day of April, 2015.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation



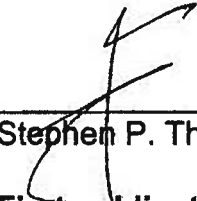


Renee L. Cantin, City Clerk

By: 

Susie Galea, Mayor

APPROVED AS TO FORM:

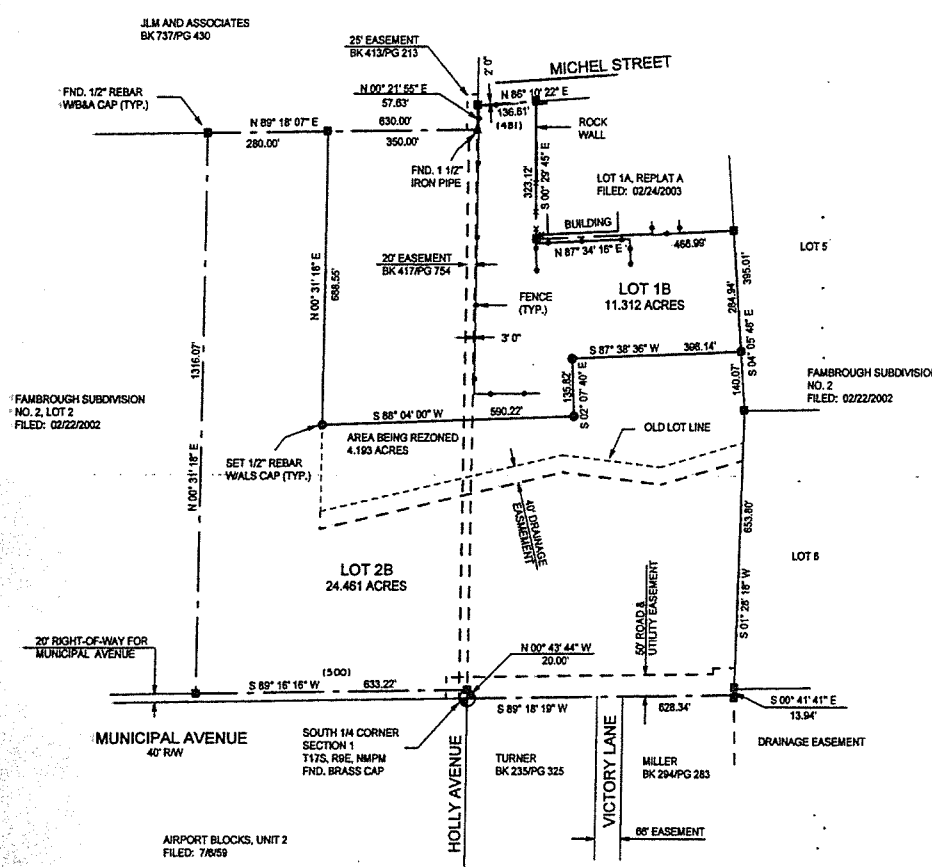


Stephen P. Thies, City Attorney

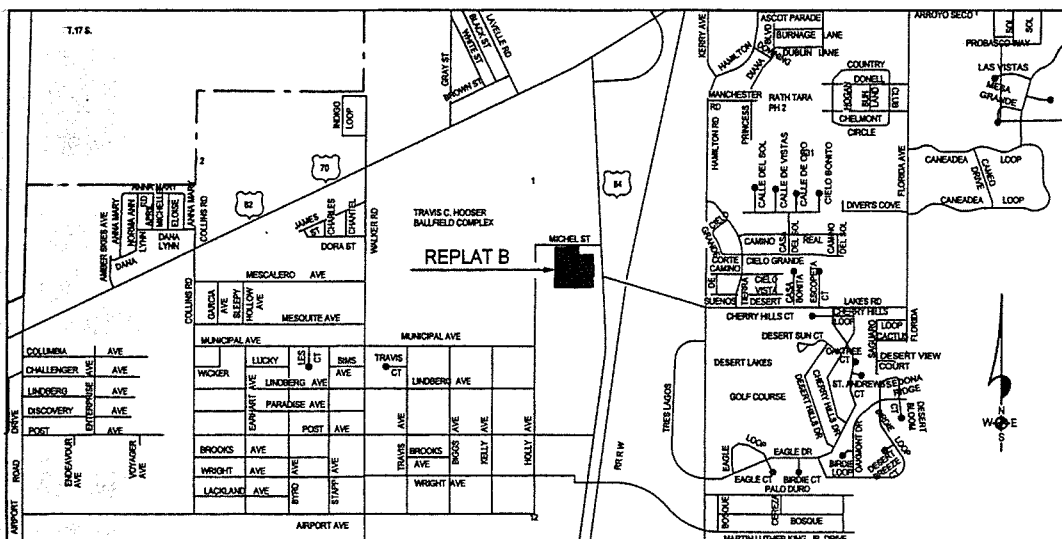
First publication approval: 03/10/2015
First publication: 03/15/2015
Final publication approval: 04/14/2015
Final publication: 04/19/2015
Effective Date: 04/24/2015

REPLAT B
FAMBROUGH SUBDIVISION NO. 2
ALAMOGORDO
OTERO COUNTY, NEW MEXICO

S-08-1020(A)



- NOTES:
- 1) UPON THE FUTURE DEVELOPMENT OF LOTS 2 & 2B, THE 40 FOOT DRAINAGE EASEMENT WILL BE EXTENDED TO THE WEST OR SOUTH PROPERTY LINE.
 - 2) WITH THE DEDICATION AND ACCEPTANCE OF LOT 1, FAMBROUGH PARK LOTS 2 THROUGH 8 WILL BE RELIEVED OF THE REQUIREMENT FOR PUBLIC LAND DEDICATION FOR PARKS, PLAYGROUNDS AND OTHER PUBLIC USES.



LOCATION MAP
NOT TO SCALE

NOTE:
BOOK AND PAGE NUMBERS REFERRED TO
ARE OF THE RECORDS OF OTERO COUNTY,
NEW MEXICO, OBTAINED FROM THE FILES
OF THE OTERO COUNTY ASSESSOR'S OFFICE.

ALAMOTERO
LAND
SURVEYS, P.C.
PROFESSIONAL LAND SURVEYORS
1101 NORTH FLORIDA AVENUE
ALAMOGORDO, NEW MEXICO
PHONE 575-437-7074 FAX 575-437-7075
COPYRIGHT © 2003 ALAMOTERO LAND SURVEYS, P.C.

DEDICATION
STATE OF NEW MEXICO)
COUNTY OF OTERO)
KNOWN ALL MEN BY THESE PRESENTS THAT JOHN L. FAMBROUGH AND KRISTINE FAMBROUGH ARE THE OWNERS AND PROPRIETORS OF LOTS 2A, REPLAT A, FAMBROUGH SUBDIVISION, NO. 2 AND LOT 3, FAMBROUGH SUBDIVISION, NO. 2, ALAMOGORDO, OTERO COUNTY, NEW MEXICO.
SAID OWNERS DO HEREBY CAUSE SAID LOTS TO BE RESUBDIVIDED, AS SHOWN HEREIN ON THIS PLAT AND DO HEREBY CAUSE A REDEDICATION OF ALL STREETS, ALLEYS AND EASEMENTS WITHIN AND ADJACENT TO THE DESCRIBED SUBDIVISION IN ALL RESPECTS, AS SHOWN HEREON.
IN WITNESS WHEREOF THE OWNERS HAVE SET THEIR HANDS AND SEAL ON THE 4th DAY OF August, 2008.

John L. Fambrough
JOHN L. FAMBROUGH
Kristine Fambrough
KRISTINE FAMBROUGH

ACKNOWLEDGEMENT
STATE OF NEW MEXICO)
COUNTY OF OTERO)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 4th DAY OF August, 2008, BY
JOHN L. FAMBROUGH AND KRISTINE FAMBROUGH.
WITNESS BY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE.

MY COMMISSION EXPIRES 3/29/2012 NOTARY PUBLIC Brandi Krumbach



ACCEPTANCE OF THE CITY OF ALAMOGORDO
THIS SUMMARY PLAT OF "REPLAT B, FAMBROUGH SUBDIVISION, NO. 2," ALAMOGORDO, OTERO COUNTY, NEW MEXICO IS ON THIS 21st DAY OF

October, 2008, SUBMITTED AND APPROVED.
City Manager
CITY MANAGER

ATTEST: *City Clerk*
CITY CLERK

CERTIFICATE
STATE OF NEW MEXICO)
COUNTY OF OTERO)

I, KLAD ZIMMERLE, A NEW MEXICO LICENSED PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR HIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Klad Zimmerle
NEW MEXICO REGISTRATION NO. 8334
STATE OF NEW MEXICO)
COUNTY OF OTERO)



RECORDED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO RECORDER OF OTHER COUNTY, NEW MEXICO, AT

340 O'CLOCK, P. M., THIS 23 DAY OF Oct., 2008.
Robyn Holmes COUNTY CLERK BY: *Chris Jerski*
RECEPTION NO. 200810333 BOOK 68 PAGES 57-58

EXHIBIT
5

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 16

Submitted By: Susie Galea, Mayor

Subject: Discuss, and consider, the consequence of freezing each of the six (6) unfilled positions within the Alamogordo Police Department, pertaining to the Commission's Budget Directive of a 5% equivalent cut in the FY16 Budget. (*Susie Galea, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Consider a lesser reduction.

Background: This item was discussed at the May 26, 2015 Regular meeting and was postponed until this meeting.

Hiring Process

1. The process begins the date HR sends an email to the applicant advising them the date of the police written exam and the physical training test (they are both on the same day).
2. After they pass both of these tests, the applicant is interviewed by a panel.
3. If approved, the background investigation begins (the average background takes 2 weeks to complete).
4. When the background is completed it is approved/denied by the Lieutenant and Captain. Final approval is the Police Chief.
5. If approved, HR schedules applicant for the polygraph test, psychological evaluation, physical exam, hearing exam and eye exam (up to 1 month to complete).
6. After applicant passes all phases, they are offered employment.
7. Pending on either applicant is a cert by waiver or attends the full law enforcement academy; they attend Pre-Academy Training at the police department training division for approximately 3 months.
8. Applicant attends the Law Enforcement Academy in Santa Fe (16 weeks), Cert-by Waiver (1 week).
9. After the LEA, the police officer attends Post Academy Training at the Alamogordo Police Department Training Division (1 – 2 weeks).
10. The last phase of training is the Field Training Officer program (10 weeks).

The last four officers (full academy hires) that were hired and are now working by themselves, took approximately one (1) year after they began their Pre-Academy Training Program. The last two officers (cert by waiver hires) took approximately 4 – 6 months (depending on the start of the cert by waiver academy) after they began their Pre-Academy Training Program.

Police Response Calls for Calendar Year 2014

Activity	Number of Calls	Total Time
Disturbance	623	954:04:00
Burglary	70	70:19:00
Burglary in Progress	1	2:10
Breaking and Entering	221	203:19:00
Break\Ent in Prog	82	139:55:00
Drunk Subject	122	104:55:00
Drunk Driver	173	185:15:00
Suspicious Subject	977	733:24:00
Escort	85	101:26:00
Mental Subject Violent	3	6:07
Subject ref to leave	114	120:48:00
Mental subject NonViolen	5	3:54
Larceny	716	486:52:00
Traffic Stop	10088	2828:49:00
Followup	2650	1232:39:00
Pursuit	10	58:36:00
Alarm	1123	439:57:00
Abandoned Call	147	135:15:00
Gas Skip	47	17:19
Court	198	382:54:00
Deliver Paperwork	55	20:29
Attempt to Serve Subpoen	3	3:39
Attempt to Serve Warrant	600	826:11:00
Criminal Damage	660	390:03:00
Request Officer	1464	1006:16:00
Unreasonable Noise	746	376:18:00
Loud Party	41	29:21:00
Runaway	140	133:38:00
Missing Person	35	27:00:00
Extra Patrol	144	41:04:00
Shots Fired	111	151:06:00
Illegally Parked Vehicle	300	75:46:00
Transport Prisoner	90	112:36:00
Agency Assist	492	501:26:00
Accident no injuries	488	578:13:00
Accident with injuries	163	592:35:00
Stalled Vehicle	274	65:01:00
Abandoned Vehicle	131	57:22:00
Auto Burglary	116	84:57:00
Theft of Automobile	59	70:17:00
Shoplifter	309	659:31:00
Electrical fire - police	1	0:00
Malicious Use of Telepho	41	24:14:00
Threats	308	364:45:00
Harrassment	259	181:08:00
Reckless Driver	386	94:18:00
Traffic Hazard	264	107:39:00

Police Response Calls for Calendar Year 2014

Activity	Number of Calls	Total Time
Unattended death	46	393:08:00
Child Abuse/neglect	78	120:54:00
Lost Child	9	14:27
Found Child	9	7:53
Child locked in vehicle	7	2:45
HSD referral	502	114:31:00
Attempt to locate	831	563:48:00
Hit and Run accident	255	182:27:00
Welfare Check	869	616:31:00
Deliver Message	76	22:39
Fight	140	268:12:00
DWI Arrest	5	28:06:00
Juvenile Problems	383	347:50:00
Assist EMS	1311	1000:49:00
Civil Matter	444	315:22:00
Suspicious Vehicle	521	281:20:00
Standby	349	275:34:00
Measurements	38	7:51
Suspicious Activity	304	235:44:00
Traffic Control	34	24:43:00
Lunch	2035	2047:02:00
Animal Call	671	315:44:00
Battery	168	218:43:00
Suicide/Suicidal subject	108	192:22:00
Fatal Accident	1	0:00
Assault	37	53:39:00
FIRE	29	59:37:00
MISCELLANEOUS	360	188:54:00
CRIMINAL SEXUAL PENETRAT	35	133:00:00
CRIMINAL SEXUAL CONTACT	10	34:22:00
Domestic	842	1489:56:00
Water Break/Leak	44	4:42
Fraud/Scam	186	110:44:00
Forgery	16	15:44
Robbery	6	22:53
SUBJECT WITH A GUN	10	50:02:00
Trespassing/Trespass	117	128:09:00
VF-P	15	18:00
Accident on Private Prop	233	110:08:00
Traffic Complaint	72	19:46
Possession of drugs/para	21	11:13
False Alarm Call	1	0:00
Found Items/ Property	193	94:04:00
TRO Violation	40	36:51:00
Flag Down	67	13:06
Busy	5122	3351:55:00
Fireworks complaint	87	19:55
Lost Item/Property	36	8:34

Police Response Calls for Calendar Year 2014

Activity	Number of Calls	Total Time
Embezzlement	13	16:10
Water Complaint	21	4:58
Open Door	115	54:24:00
Fingerprints	28	8:46
Stabbing	3	7:47
Building Check	758	130:09:00
Impact Operation Tree	19	14:06
*** TOTAL ***	42865	28592:49

Officers retiring or leaving the Department

Officers that told us they will be retiring:

- Lieutenant July 2015
- Officer August 2015
- Sergeant March 2016
- Officer May 2016
- Officer May 2016
- Captain June 2016
- Lieutenant September 2016

An Officer just resigned to go back to California and work in his family's restaurant.

- Officer May 19, 2015

An Officer told us she will be resigning, due to her husband transferring to Washington D.C.

- Officer September 2016

POLICE Five Year Opening History

FY 2015	Police	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Positions Budgeted		46	46	46	46	46	46	46	46	46	46	46	46	46
Number of Openings		1	2			1		1	2			1		8
Number of Auth. Filled			2				2		1	1		1		7
FY 2014	Police	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		48	48	48	48	48	48	48	48	48	48	48	48	48
Number of Openings						1	2	2	1	1	2	3		12
Number of Auth. Filled				4	1			1			2			8
FY 2013	Police	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		54	54	54	54	54	54	54	54	54	54	54	54	54
Number of Openings		1	1		1	2	1	1	1			2		10
Number of Auth. Filled		4			2						2	2	3	13
FY 2012	Police	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		45	45	45	45	45	45	45	45	45	45	45	45	45
Number of Openings		1	1				1	2	1	3		3		12
Number of Auth. Filled		1	1		2	2		1		3				10
FY 2011	Police	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		50	50	50	50	50	50	50	50	50	50	50	50	50
Number of Openings			4	1			2	1		1	2		1	12
Number of Auth. Filled			4		1	2		3		2	1			13

SERGEANT - Five Year Opening History

2015	Sergeant	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Positions Budgeted		9	9	9	9	9	9	9	9	9	9	9	9	9
Number of Openings														0
Number of Auth. Filled														0
2014	Sergeant	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		10	10	10	10	10	10	10	10	10	10	10	10	10
Number of Openings												2		2
Number of Auth. Filled												2		2
2013	Sergeant	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		9	9	9	9	9	9	9	9	9	9	9	9	9
Number of Openings		1				3								4
Number of Auth. Filled						3								3
2012	Sergeant	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		8	8	8	8	8	8	8	8	8	8	8	8	8
Number of Openings		4												4
Number of Auth. Filled									2					2
2011	Sergeant	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		8	8	8	8	8	8	8	8	8	8	8	8	8
Number of Openings							1				1			2
Number of Auth. Filled														0

1 not filled

LIEUTENANT - Five Year Opening History

2015	Lieutenant	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Positions Budgeted		4	4	4	4	4	4	4	4	4	4	4	4	4
Number of Openings														0
Number of Auth. Filled														0
2014	Lieutenant	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		4	4	4	4	4	4	4	4	4	4	4	4	4
Number of Openings		1					1							2
Number of Auth. Filled												2		2
2013	Lieutenant	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		3	3	3	3	3	3	3	3	3	3	3	3	3
Number of Openings														0
Number of Auth. Filled						1								1
2012	Lieutenant	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		3	3	3	3	3	3	3	3	3	3	3	3	3
Number of Openings		1												1
Number of Auth. Filled														0
2011	Lieutenant	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		3	3	3	3	3	3	3	3	3	3	3	3	3
Number of Openings														0
Number of Auth. Filled									1					1

1 Frozen

1 Frozen

CAPTAIN - Five Year Opening History

[illegible]

POLICE CHIEF - Five Year Opening History

2015	Chief	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Positions Budgeted		1	1	1	1	1	1	1	1	1	1	1	1	1
Number of Openings														0
Number of Auth. Filled														0
2014	Chief	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		1	1	1	1	1	1	1	1	1	1	1	1	1
Number of Openings														0
Number of Auth. Filled														0
2013	Chief	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		1	1	1	1	1	1	1	1	1	1	1	1	1
Number of Openings					1			1						2
Number of Auth. Filled														0
2012	Chief	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		1	1	1	1	1	1	1	1	1	1	1	1	1
Number of Openings														0
Number of Auth. Filled														0
2011	Chief	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Positions Budgeted		1	1	1	1	1	1	1	1	1	1	1	1	1
Number of Openings													1	1
Number of Auth. Filled													1	1

In October of 2013 all positons were filled with the hires made on September 30. An officer retired on November 30, 2013. Therefore, all positions for Police Officer was filled for one (1) month.

FY 2014 Moved six (6) positions to Fire

FY 2014 1 Position traded for Crime Analyst

FY 2014 1 position traded for Inventory Clerk

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/18/2015

Report No: ■ 17

Submitted By: Stephen Thies, City Attorney

Subject: Discussion, and possible action, on salary adjustments and health insurance cost reallocations for the upcoming fiscal year. (*Stephen Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide Direction to Staff.

Background:

During the FY2016 budget hearings several options were discussed with respect to salary increases for staff as well as a change in the cost share for health insurance premiums to meet the requirements of the Affordable Care Act. The new fiscal year starts on July 1st. The June 23rd meeting is the last before the start of the new fiscal year. In light of the recent discussions and actions related to the final budget for the upcoming fiscal year, staff is requesting direction and possible action on any salary adjustments and health insurance cost reallocations applicable in the upcoming fiscal year.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 18

Submitted By: Susie Galea, Mayor

Subject: Consider, and act upon, providing a public park space for a vendor to rent and offer "Bubble Soccer" to the public for a fee.

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to staff.

Background: Mayor Galea would like to discuss providing a public park space for a vendor to rent and offer "Bubble Soccer" to the public for a fee.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 19

Submitted By: Stephen Thies, City Attorney

Subject: Discussion and Possible Action on a request to consider a late response to Requests for Qualifications on the Family Fun Center Project. *(Stephen Thies, City Attorney)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to staff.

Background:

The City is currently in the process of selecting a company to design, build and possibly maintain and operate the proposed family fun center. Consistent with the recently enacted design/build ordinance, the City is utilizing a two-step process. Step one involves requesting interested firms to submit statements of qualifications. In step two, a maximum of four firms will be selected to submit a detailed proposal. After those proposals are reviewed and scored, negotiations with the highest scoring company would be conducted. Assuming a final agreement is reached with that company, the agreement would be presented to the City Commission for its consideration.

A Request for Qualifications, step 1 in the process, was advertised on April 5, 2015. In addition to being advertised, a copy was sent to numerous companies who had inquired about the project. Questions regarding the request could be submitted until May 19th. Responses to the request were due on June 3rd at 3:00 pm.

The City received no questions by the required deadline. Three sealed responses were received by the published deadline. The following day, a fourth response was received. Due to the response being untimely, it has not been reviewed by the committee scoring the other responses. Since the City has not specifically incorporated a provision in its procurement code relating to late responses, it utilizes the state rule that late responses will not be considered unless the reason the response was late was due to the actions of city personnel.

The City has since been contacted on behalf of the party who submitted the fourth response requesting that it be considered. Accordingly, the matter is being presented to the Commission for direction as to how staff should proceed.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/23/2015

Report Date: 6/12/2015

Report No: ■ 20

Submitted By: Susie Galea, Mayor

Subject: Appointments to Boards & Committees. (*Susie Galea, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Make appointments.

Background: Airport Zoning Board. Two (2) vacancies. Staff Liaison - Jan Wafful
(Opening due to the resignation of Fran Nelson, Paul Vigneault and Randel Wilson)
No nominations received.

Alamogordo Disability Council. Five (5) vacancies. Staff Liaison - Edward Balderrama
(Openings due to the expiring term of Viviane Ackell, Suzanne Bertrand and Larry Chapman and the resignation of Bradley Mauger.)
The following existing board member is interested in being reappointed:
Viviane Ackell - if appointed this will be her second term.

Cemetery Board. One (1) vacancy. Staff Liaison - Jan Wafful
(Opening due to the passing away of Mary Eastman and the expiring term of Larry T. Rachel)
No nominations received.

Community Development Advisory Committee. Five (5) vacancies. Staff Liaison - Ruben Segura
(Opening due to the expiring term of Bruce Knee, Susan Payne, Tony Alger and Melanie Hall and the resignation of Arthur Alterson.)
No nominations received.

Housing Authority Advisory Board. One (1) vacancy. Staff Liaison - Maggie Paluch
One of the members appointed on December 3rd has not returned his acceptance letter; therefore another person needs to be appointed.
No nominations received.

Parks and Recreation Board. One (1) vacancy. Staff Liaison - Jan Wafful

(Opening due to the resignation of James Broaddus)
The following individual is interested in being appointed:
Jerry Lott - if appointed this will be his first term.

Promotion Board. Two (2) vacancies. Staff Liaison - Jan Wafful
(Opening due expiring term of Tony Mandalia and the resignation of Kathleen Beall)
No nominations received.

Public Library Board. Two (2) vacancies. Staff Liaison – Melissa Garcia
(Opening due to the expiring term of William Dennis and Joann Reynolds)
The following existing board member is interested in being reappointed:
William Dennis - if appointed this will be his third term.

Senior Volunteer Programs Advisory Council. Six (6) vacancies. Staff Liaison - Maria Roque
(Openings due to the expiring term of Stacy McDonald, Annabelle McDonald, and Angela Axtolis and the resignations of William Whitley and Thomas Rich V.)
The following existing board members are interested in being reappointed:
Stacy McDonald - if appointed this will be his second term.
Annabelle McDonald - if appointed this will be her second term.

ALAMOGORDO DISABILITY COUNCIL

RECEIVED
JUN 01 2015
CITY CLERK

City of Alamogordo
APPLICATION TO SERVE ON A
CITY BOARD/COMMITTEE

Name: Viviane Ackall
^{work} Home Phone: (575) 439-3721 Work Phone: _____
Cell Phone: _____ Fax No: _____
e-mail address: vackall@nmsu.edu
Physical Address: 2400 N. Scenic Dr - Alamogordo, NM 88310
Is the above address within City limits? Yes X No _____
Mailing Address: same
Present Employer: NMSU-A Job Title: Accessibilities Services
Coord.

Board/Committee you wish to serve on:

First choice: ADA Committee

Second choice: _____

Are you related to anyone who is presently employed by the City of Alamogordo?

Yes _____ No X If so, what is their relation to you? _____

Are you related to any Elected Official of the City of Alamogordo?

Yes _____ No X If so, what is their relation to you? _____

Experience and education relating to the Board/Committee: _____

Grad. Speech Pathologist & Communications Dec. 1992
Worked Accessibilities Coord - 2013 to present
President Elected NM AHED - Jan 2015 to present

Please indicate your interest in serving on a City Board/ Committee: _____

To help the City of Alamogordo with issues and information
regards diverse disabilities and students needs (within
my knowledge).

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396

**ALAMOGORDO LIBRARY
ADVISORY BOARD**

RECEIVED

JUN 08 2015

CITY CLERK

City of Alamogordo
APPLICATION TO SERVE ON A
CITY BOARD/COMMITTEE

PAGE 1 of 2

Name: WILLIAM G. DENNIS II
Home Phone: (575) 437-4125 Work Phone: N/A
Cell Phone: N/A Fax No: N/A
e-mail address: N/A
Physical Address: 602 SOUTH FLORIDA AVENUE - LOT # 1128 ALAMOGORDO, NM
Is the above address within City limits? Yes ✓ No
Mailing Address: 602 S. FLORIDA AVENUE - LOT # 1128 ALAMOGORDO, NM
Present Employer: USAF (RETIRED) Job Title: RETIRED

Board/Committee you wish to serve on:

First choice: ALAMOGORDO PUBLIC LIBRARY ADVISORY BOARD
Second choice: N/A

Are you related to anyone who is presently employed by the City of Alamogordo:

Yes No ✓ If so, what is their relation to you? N/A

Are you related to any Elected Official of the City of Alamogordo?

Yes No ✓ If so, what is their relation to you? N/A

Experience and education relating to the Board/Committee: 31 YEARS RESIDENT
AND TAX-PAYING CITIZEN OF ALAMOGORDO. RETIRED U.S. AIR FORCE
VETERAN (SERVED DURING VIET NAM CONFLICT AND DURING OPERATION
DESERT STORM). MEMBERSHIP IN THE AIR FORCE ASSOCIATION (A.F.A.)

CONTINUED ON PAGE 2

Please indicate your interest in serving on a City Board/ Committee: TO CONTINUE TO
SERVE AND REPRESENT THE ENTIRE COMMUNITY TO THE LIBRARY AND TO
REPRESENT THE ENTIRE COMMUNITY TO THE LIBRARY. TO PROMOTE THE USE OF
THE LIBRARY, ITS AVAILABLE RESOURCES, AND THE ROLE IT PLAYS IN EDUCATION

CONTINUED ON PAGE 2

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396

EXPERIENCE AND EDUCATION (CONTINUED FROM PAGE 1): LIFE MEMBER OF THE NONCOMMISSIONED OFFICERS ASSOCIATION (NEOA), VETERANS OF FOREIGN WARS (VFW) VOICE OF DEMOCRACY STUDENT ESSAY JUDGE IN 2013. ASSOCIATE OF ARTS DEGREE, ASSOCIATE DEGREE IN SOCIAL WORK, AND ASSOCIATE DEGREE IN EDUCATION FROM NEW MEXICO STATE UNIVERSITY - ALAMOGORDO (NMSU-A). THREE (3) YEARS OF SUBSTITUTE TEACHING (PRE-K THRU 12TH) IN ALAMOGORDO PUBLIC SCHOOLS. SINCE MARCH 2012 MISSED ONLY TWO (2) REGULAR SCHEDULED CITY COMMISSION MEETINGS.

INTEREST IN SERVING (CONTINUED FROM PAGE 1): FOR ALL AGE GROUPS. A LIBRARY EDUCATION IS PERMANENTLY ON-GOING. SO YOU NEVER GRADUATE FROM USING THE LIBRARY! 27 CONSECUTIVE (13½ YEARS) OF VOLUNTEER SERVICE AT ALAMOGORDO PUBLIC LIBRARY FOUNDATION (APLF) BOOK SALES. LIFE MEMBER OF THE FRIENDS OF THE LIBRARY (FOL) IN ALAMOGORDO. FOUR (4) YEARS OF CONTINUOUS DEDICATION OF SERVICE (MISSED ONLY TWO MEETINGS) ON THE ALAMOGORDO PUBLIC LIBRARY ADVISORY BOARD. TIME SERVED ON THE LIBRARY BOARD INCLUDES EIGHT (8) MONTHS AS VICE CHAIR AND ONE YEAR AS (CURRENT) CHAIRMAN.

William G. Pennie II

PARKS AND RECREATION BOARD

RECEIVED

JUN 11 2015

CITY CLERK

City of Alamogordo
APPLICATION TO SERVE ON A
CITY BOARD/COMMITTEE

Name: Terry Lott
Home Phone: 434-5809 Work Phone:
Cell Phone: 430-4263 Fax No:
e-mail address: lotts@live.com
Physical Address: 2701 Pontiac Dr.
Is the above address within City limits? Yes ☒ No ☐
Mailing Address: Same as above
Present Employer: Retired Job Title:

Board/Committee you wish to serve on:

First choice: Parks & Rec

Second choice:

Are you related to anyone who is presently employed by the City of Alamogordo:

Yes ☐ No ☒ If so, what is their relation to you?

Are you related to any Elected Official of the City of Alamogordo?

Yes ☐ No ☒ If so, what is their relation to you?

Experience and education relating to the Board/Committee: 16 yrs of
Recreation management w/ City of Elvins.
MAEd; 33 yrs. in education.

Please indicate your interest in serving on a City Board/Committee: I have
made Alamogordo home and have retired
here. Would like to help make it a
community focused on helping youth & seniors.

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396

**SENIOR VOLUNTEER
PROGRAMS ADVISORY
COUNCIL**

RECEIVED

JUN 05 2015

CITY CLERK

City of Alamogordo
APPLICATION TO SERVE ON A
CITY BOARD/COMMITTEE

Name: STACY L. McDONALD
Home Phone: — Work Phone: —
Cell Phone: 575-430-1969 Fax No: —
e-mail address: ARCOLA1935@YAHOO.COM
Physical Address: 2001 AMBER SKIES #81 ALAMOGORDO, NM 88310
Is the above address within City limits? Yes X No —
Mailing Address: SAME AS ABOVE
Present Employer: — Job Title: —

Board/Committee you wish to serve on:

First choice: SENIOR ADVISORY COUNCIL
Second choice: —

Are you related to anyone who is presently employed by the City of Alamogordo:

Yes — No X If so, what is their relation to you? —

Are you related to any Elected Official of the City of Alamogordo?

Yes — No X If so, what is their relation to you? —

Experience and education relating to the Board/Committee: Presently
SERVING ON THIS BOARD.

Please indicate your interest in serving on a City Board/ Committee: —

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396

RECEIVED

JUN 05 2015

CITY CLERK

City of Alamogordo
APPLICATION TO SERVE ON A
CITY BOARD/COMMITTEE

Name: ANNABELLE McDONALD

Home Phone: — Work Phone: —

Cell Phone: 575-491-9764 Fax No: —

e-mail address: ARCOLA1935@YAHOO.COM

Physical Address: 2001 AMBER SKIES #81 ALAMOGORDO, NM 88310

Is the above address within City limits? Yes X No —

Mailing Address: SAME AS ABOVE

Present Employer: — Job Title: —

Board/Committee you wish to serve on:

First choice: SENIOR ADVISORY COUNCIL

Second choice: —

Are you related to anyone who is presently employed by the City of Alamogordo:

Yes — No X If so, what is their relation to you? —

Are you related to any Elected Official of the City of Alamogordo?

Yes — No X If so, what is their relation to you? —

Experience and education relating to the Board/Committee: Presently

SERVING ON THIS BOARD.

Please indicate your interest in serving on a City Board/ Committee: —

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396