



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

July 14, 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>

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.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation related to the African Rue weeds at the Alamogordo-White Sands Regional Airport. (Stephanie A. Bason, Upper Hondo SWCD ~ Lincoln County CWMA presenter)

2. Presentation of the June 30, 2015 Quarterly Report for Otero County Economic Development Council (OCEDC). *(Mike Espiritu, President & CEO)*

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 Items No. 5 & 6)

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.

3. Approve the Minutes for the June 23, 2015 Regular City Commission Meeting. *(Renee Cantin, City Clerk)*
4. Approve the Lodger's Tax Expenditures for Tourism & Travel. *(Jan Wafful, Community Services Admin. Assistant)*
5. Approve the final publication of Ordinance No. 1497 approving a Local Economic Development Project for secured financial assistance proposed by PreCheck. **(Roll call vote required)** *(Stephen Thies, City Attorney)*
6. Approve the final publication of Ordinance No. 1499 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. (Case Number Z-2015-0001(A)) **(Roll call vote required)** *(Ruben Segura, City Planner)*
7. Approve a grant agreement with NM Aging & Long Term Services Department or Senior Volunteer Programs in the amount of \$176,730. *(Matt McNeile, Assistant City Manager)*
8. Consider, and act upon, a request to vacate a 30' Drainage Easement at the Southwest corner of 300 Casa de Sueños Case: M-2015-0004 (A). *(Ruben Segura, City Planner)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARINGS

UNFINISHED BUSINESS

9. Consider, and act upon, the proposed recommendations by the City Charter Committee. *(Jim Talbert, City Charter Review Committee Chair and Renee Cantin, City Clerk)*
10. Approve a leak abatement request by Alice Apelian for the account located at 1105 Mesquite St., Alamogordo, NM. *(Nichole Sierra, Acting Customer Service Manager)*

NEW BUSINESS

11. Consider and act upon, Resolution No. 2015-31 approving the submission of an application to the United States Department of Transportation for financial assistance under the Small Community Air Service Development Program (SCASD) for an air carrier service guarantee and/or marketing and promotion project, providing for a 20% match. **(Roll call vote required)** *(Matt McNeile, Assistant City Manager)*
12. Consider, and act upon, a request by Darryl Gallent for an abatement of a utility bill for 1201 Maple Drive in the name of Greg and Jeannifer Fultz. *(Stephen Thies, City Attorney)*

13. Consider, and act upon, a request by Darryl Gallent for an abatement of a utility bill for 514 Panorama. (*Stephen Thies, City Attorney*)

14. Report requested by Mayor Galea of the decision to bring the Water & Wastewater services in house. (*Brian Cesar, Public Works Director and Robert Blanton, Streets & Drainage Manager*)

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

PUBLIC COMMENT (Continued if needed)...

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

EXECUTIVE SESSION (Roll Call Vote Required)

Adjourn into Closed Session in compliance with Section 10-15-1.H, NMSA 1978 (2010 Cumulative Supplement) to discuss Purchase, Acquisitions, or Disposal of Real Property for: 1) First & Florida realignment; 2) Airport Lease Area E12-B; and 3) S. Washington Ave. Extension.

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/1/2015

Report No: 1.

Submitted By: Robert Rentschler, Mayor
Pro-Tem

Subject: Presentation related to the African Rue weeds at the Alamogordo-White Sands Regional Airport.
(*Stephanie A. Bason, Upper Hondo SWCD ~ Lincoln County CWMA presenter*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: None. Presentation.

Background: Mayor Pro-Tem Rentschler asked for this presentation during the June 9, 2015 meeting.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/1/2015

Report No: 2.

Submitted By: Renee Cantin, City Clerk

Subject: Presentation of the June 30, 2015 Quarterly Report for Otero County Economic Development Council (OCEDC). *(Mike Espiritu, President & CEO)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: None.

Background: As per the agreement (Section 1.2.six), which was signed November 27, 2013, OCEDC is required to give a brief presentation of their Quarterly Report to the Commission. They will be presenting the 4th Quarter (April - June 2015) at this meeting.

The Presentation is attached.

City of Alamogordo

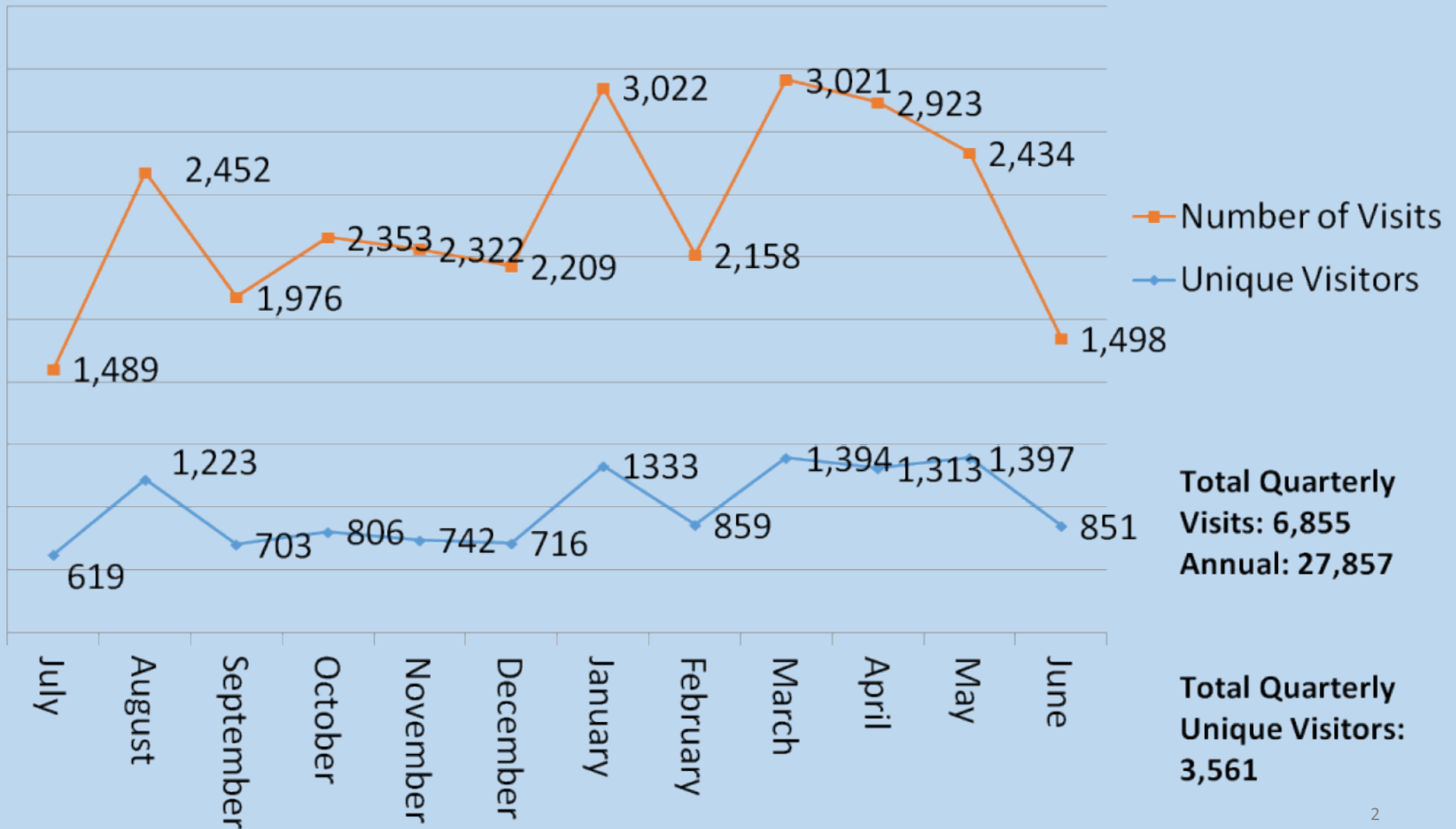
Economic Development Quarterly Update

July 14, 2015



Michael Espiritu
President/CEO
OCEDC

Web Site Activity





Existing employee headcounts of economic-based businesses

- PreCheck, Inc.: 173
- Xerox Services: 120 (upcoming class of 25 additional employees)
- Emerging Technology Ventures: 7
- Western Baking Corporation: 2



Area Top Employers

• Holloman AFB:	4,466	Lowes Home Imp.:	129
• GAF:	504	Home Depot:	119
• APS:	800 FT/200PT	First National Bank:	86
• GCRMC:	837	TDS (formerly Baja):	75
• Walmart:	411	OFCU:	71
• NMSUA:	398	Otero County Co-op:	70
• City:	356	White Sands Const.:	49
• County:	256	Bank 34:	42
• Albertsons:	258	Western Bank:	33
• Lowes Grocery:	153	TBTC:	29
• Mesa Verde:	135	Jack Wayte Const.:	25
• McDonald's:	133	Home Service Contractors:	23



Prospective Company Recruitment

- Trade shows or similar events attended:
 - MRO America's Trade Show
 - Sales Mission with NM Partnership
 - Northern US/Canada: Ontario Canada, Cleveland OH, Detroit MI
 - Industrial Asset Management Council (IAMC)
 - Association for Unmanned Systems International (AUVSI)
 - Site Consultant's Forum
 - New Mexico Partnership Site Selection Familiarization Event
- Number of contacts or potential businesses:
 - 63
- Number of leads generated through marketing in trade/industry publications:
 - 197
- Number of Prospective Recruitment Opportunities (PRO's) from the New Mexico Partnership:
 - 4



Current Projects

Project Garnet

Project Protect

Project Pole

Project MPM

Project NARS

Project Destination

Project Well

Project Lock



Other Items

- Assistance to PreCheck for NM State LEDA funds and Licensure requirements
- Job Training Incentive Program funds testimony for PreCheck and Emerging Technology Ventures
- Appointed to a Broadband Task Force by NM Public Regulatory Commission
- Application and presentation to NM Economic Development Department for new LEADS program
- Meetings with NM Partnership (Board and Strategic Planning), NMIDEA, NM Rural ED Council
- Hosted legislative session for the community and our state policy-makers after the 2015 Legislative Session



Questions?

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 6/30/2015

Report No: ■ 3

Submitted By: Renee Cantin, City Clerk

Subject: Approve the Minutes for the June 23, 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, July 10th for the final agenda packet.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
7:00 P.M., COMMISSION CHAMBERS
JUNE 23, 2015

SUSIE GALEA, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
AL HERNANDEZ, COMMISSIONER

ROBERT RENTSCHLER, MAYOR PRO-TEM
DR. GEORGE STRAFACE, COMMISSIONER
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 Pastor Victor Colton and the Pledge of Allegiance was led by Commissioner Turnbull.

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 amended agenda. Commissioner Baldwin seconded the motion. Motion carried with a vote of 7-0-0.

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*)

Mr. Lorenzo presented the Resolution by the White Sands Chapter of the National Federation of the Blind (see agenda book for printed copy).

PUBLIC COMMENT

A. Rich Merrick commented on the following:

- 1) Mr. Merrick told the commissioners he had the opportunity to honor a deceased veteran today, and he thanked Police Officer Julian, Officer Garrett, and Officer Corvinus for their professionalism in helping with the funeral procession. He noted we need our law enforcement and the proper amount of law enforcement on the street to handle all situations, and he found it abysmal that we would consider cutting or freezing any positions on our police force.
- 2) He had spoken to the Commission in October about the lack of a cut-out in the left hand turn lane to provide access to the Monte Vista Cemetery entrance just before Washington and First Street. This does a disservice and dishonor to our deceased, especially our deceased veterans, to sneak in the back door of the cemetery. He asked the commission to revisit an opening in the median so the front entrance can be used.
- 3) Mr. Merrick said at the last commission meeting, the city manager spoke about the City Charter meeting. Commissioner Straface asked if they needed to notify them if they would be attending and City Manager Stahl said the only concern would be a quorum and cautioned the commissioners it would be a public meeting and it would be good for them to hear from the public. The minutes of that meeting state Mayor Galea spoke that night and he felt she

was using her position to try and persuade the Charter Committee to see things her way. He asked how many times citizens needed to come before the commission before action is taken about the Mayor.

B. John Goepfert commented on the following:

- 1) Mr. Goepfert said he thought we needed to keep the six police positions. He had spoken to police officers and looked up information in order to find that since 2010 the APD had been dispatched to 40,000 calls; in 2014, they had been dispatched to 43,000 calls with 10 less officers; since 2012 there was a freeze and abandonment of eight patrol officer positions that have been reassigned to other positions in the Department or throughout the City. He felt it caused more work for the officers who are under a lot of stress.

C. Eliza Fernandez commented on the following:

- 1) Ms. Fernandez said she was a citizen of Alamogordo, and then she read a letter on behalf of Holly Mata who was unable to attend tonight (see agenda book). It was in support of keeping the police officer positions. She said we all depend on and benefit from the APD, and appreciate all they do. After reading the letter, Ms Fernandez said that as a private citizen she has used the services of the police department. She thought freezing these positions was a safety issue and quality of life issue.

D. Carolyn Casillas commented on the following:

- 1) Ms. Casillas told the commission she was advocating that the APD proceed with hiring the six unfilled positions they currently have. She is the Chief Juvenile Probation officer for the 12th Judicial District and as such is quite familiar with the Alamogordo police officers and the positive impact they have on our community. She and her staff work with them on a regular basis and see first hand the good they do. They are truly partners with her department in their efforts to supervise and support juveniles and their families in the community. If officers get behind in getting referrals to our office because of the unfilled positions, it is possible delinquent behaviors will increase. She thanked the APD for all they do on a regular basis.

E. Peter Villa commented on the following:

- 1) Mr. Villa said he was a member of the community and an employee of the APD. He attended a commission meeting two months ago and became concerned about the direction of the community. He felt actions taken by the commission were contradictory concerning insurance rates for those with 100% coverage and those with 60/40% coverage. Then there was a proposal for a sum of money to be used for the purpose of what was initially proposed as a COLA for those who don't receive 100% coverage. One of the commissioners had objected to this by claiming all city employees were equal, so those receiving 100% health benefits also deserved the same raise as those who don't. Mr. Villa said it was also stated our police to citizen ratio is approximately 7,000/1. The response to this was that a police chief who focuses solely on a ratio is not doing his job right. Mr. Villa did not agree with that statement. He said at this point they average five officers and a supervisor on the road at any point in time with a population of over 30,000 citizens, and he hoped the commission would not cut the PD positions.

CONSENT AGENDA

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 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*)
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 NMGRT. (*Matt McNeile, Assistant City Manager*)

Item #10 was removed by Mayor Pro-Tem Rentschler and Item #14 was removed from the consent calendar by Commissioner Hernandez.

Commissioner Hernandez moved to approve items # 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, of the consent calendar. Mayor Pro-Tem Rentschler seconded the motion. Roll call was taken for items # 4 & 5. Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

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 NMGRT. (*Nancy Beshaler, Project Manager*)

Mayor Pro-Tem Rentschler asked the city manager why this was not being done in-house, and wondered what the in-house costs would be. City Manager Stahle told him we had done an analysis to determine how much time it would take staff to do this instead of their other maintenance work, and felt it was a better value to contract it out. He did not have any details, but this bid price was under the estimate of the engineer.

Mayor Pro-Tem Rentschler said the idea was to start about three months ago and be completed before July 1st. He hoped the staff could work this in with other things. City Manager Stahle told him the city staff would remove the culverts since it was quick and simple to do. He continued by noting the bid sheet and the specifics of material costs and man power.

Mayor Pro-Tem Rentschler said this would have been good to know three months ago when we had this discussion. City Manager Stahle said we were estimating three months ago, and it will be good to have staff available with the pending rains.

Mayor Pro-Tem Rentschler said he wanted to know the material and labor costs for this quote. City Manager Stahle said they appear to be built into the other costs, but he did not see them on this list. Mayor Pro-Tem Rentschler wanted a heads up in the future when they will be spending \$170,000. Commissioner Hernandez asked who did the engineering this time and the city manager told him Wilson Engineering, who is our on-call contractor. Commissioner Hernandez asked if they were the ones who decided on this size of a culvert, and the city manager said yes. Commissioner Hernandez didn't see a bond requirement or insurance and felt there needed to be. City Manager Stahle told him it was required and wasn't itemized on this list. Commissioner Hernandez felt they would have had to purchase a bond for this project and he didn't see it in here. City Manager Stahle said we will make certain they do.

Commissioner Hernandez moved to 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. Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-1-0. Mayor Pro-Tem Rentschler voted nay.

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*)

Commissioner Hernandez asked about some of the details of the property. He said he waters his property quite a bit and his bill is about \$60-70 per month, and this one is \$21,000. He wanted more details on this item before considering, and remarked that someone would have seen \$21,000 worth of water.

Mayor Galea agreed and said the date of November 28th was about the time the City was installing the smart meter system which had led to some leaks. She asked if this could have contributed to this bill. City Manager Stahle said he did not know and since no one was in attendance who could answer that, he recommended postponing this item to the next commission meeting in order to bring more information. He said the amount of the bill concerned him, as well.

Commissioner Hernandez felt there should be some way to recoup some of this – 401,000 cubic feet of water was a lot. Where did that water go? Someone should have known there was a leak. City Manager Stahle said this is another reason we are installing the smart meters.

Mayor Pro-Tem Rentschler asked what kind of property this was to have an average bill of \$550 per month. The city manager didn't have an answer for this question.

Commissioner Straface moved to table this item in order to get further information until the next meeting. Commissioner Turnbull moved to second the motion. Motion carried with a vote of 7-0-0.

PUBLIC HEARINGS

15. Consider, and act upon, the first publication of Ordinance No. 1499 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. (Case Number Z-2015-0001(A)) (*Ruben Segura, City Planner*)

City Planner Segura explained the item using a Power Point presentation (in agenda book), and said the Planning and Zoning Commission and Staff recommended this rezoning change.

Mayor Pro-Tem Rentschler moved to approve the first publication of Ordinance No. 1499 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. (Case Number Z-2015-0001(A)). Commissioner Straface seconded the motion.

City Manager Stahle commented that he was excited that the commission was considering rezoning to allow animal privileges in the City of Alamogordo. He said it was not a big deal to have large lot neighborhoods in cities and he was pleased with this.

Motion carried with a vote of 7-0-0.

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)**

Mayor Galea said we have heard a lot from the public on this subject and that there are quite a few representatives of the police department here tonight. She asked them to stand in order to be recognized. The mayor said the commission had directed there be a 5% cut in the FY16 budget, and 70% of the General Fund personnel costs. She felt there might be places to cut in the remaining 30% in order to achieve their objective. She wanted there to be an adequate level of services to the citizens of Alamogordo, and she thought the budget the commission was working to establish would do that. She asked the city manager if he had found another place to cut instead of freezing these six positions.

City Manager Stahle told her that several options had been presented during the Budget discussions, one of which was to take advantage of the Hold Harmless GRT increase that would have had a material effect on lowering, if not eliminating, the target reduction of 5% in the General Fund. The 5% reduction included more than just the police officers. The policy direction he was under was to try and cut over \$600,000 in employee expenses without having to fire employees. These six PD positions are part of that list and since they are 60-70% of the General Fund, they would have a larger effect on other departments. He said he is open to whatever direction the commission wanted him to take; however, he felt it difficult to reduce positions already filled. He said he is open to adjusting the revenue side of the equation, and he would continue to look at positions as they become available. As other positions become available, it is not out of the question to fill with police officers. He said there are two other positions in the PD to be filled besides the six we are talking about. He noted it is challenging to fill positions in the PD and noted he was not pleased with the pay here in Alamogordo or throughout the state. The reality is we continue with our advertising effort and it does take about one year from hiring to putting an officer on the street by themselves. We would like to fill all 64 positions, although the approved budget has 58 certified officers. He remarked that the PD would respond when needed and the officers take their positions seriously. He told the commission they have a looming problem that will become worse over the years without further steps for reductions or adjusting for revenues.

Mayor Galea said the commission should have a workshop to address this, since they have decided not to increase gross receipts taxes. She gave the example of outsourcing some of the city services, for example, privatizing the Rec. Center and/or the Zoo. She read aloud two emails submitted to her by Maureen Schmittle and Rocky Galassini (found in Agenda Book) that were in support of hiring the six police officers. Mayor Galea reminded everyone that there was also a need for more personnel in the Fire Department.

Mayor Pro-Tem Rentschler told the police officers in the audience that he appreciated all they do and noted the PD does an outstanding job. He said the City Budget was looking at a \$4 million or at least a \$1.3 million deficit. He said it could come from the Library, from the Blind Federation or Zoo, but

they had to realize these positions had never been fully filled within the PD. He asked the police chief what he could take from the other 30% of the budget. He said the commissions he had served on had done their best to keep morale up within departments, such as a one-to-one ratio with police cars. He said we could give every policeman a \$5 an hour raise and go back to DPS and save money. The commission had been told the DPS split would be budget neutral, but it wasn't; there was a \$2 million dollar hole because of that split. Five of the six PD positions were approved for hiring at the last Commission meeting; meanwhile there are two to four available in the next month. He said this is a budgetary thing and the chances of us filling these positions are slim since it hasn't happened in the last decade. Our employees are our biggest and best asset, but we have to be responsible to the taxpayers in the city. He asked about the PD car replacement program, and he noted he was not in favor of cars taken home outside of the city limits. If we gain a vehicle a year, it is \$50,000; there are other ways to do this and Chief Duncan has to be involved and tell us what we can take out of the 30%. He said he does not want to cut these positions, but he doesn't have a choice. Mr. Rentschler said the reason the General Fund is upside down is a direct result of all this. He asked how many positions are open now, and City Manager Stahle told him there are two. Mayor Pro-Tem Rentschler said we won't quit recruiting, we will simply not over budget for this. He said we were affected by the loss of the F-22's, and gross receipts this month are higher than last year, but the year before that were higher. No one is looking to remove officers, but in the long run we have to do something. This commission has certain responsibilities and can't continue deficit budgeting. He remarked the pay is low, but it is higher than the Sheriff's Office. He urged the commission to leave these six positions unfilled, but we can review this again in the future if situations change.

Mayor Galea said there are over eight officers planning to retire next year and there is not any succession planning because there isn't any money in the budget. She encouraged the commission to consider freezing the budget so there are only three months of operating budget available, until the commission can have a workshop. Perhaps there should be a policy of continuous hiring even if no positions are open. We are paying \$16.80 per hour while Ruidoso is paying more than \$21.00 per hour to start. She said we could look at succession planning so no operations are reduced, and the commission could perhaps reduce the 5% cut.

City Manager Stahle said we have not stopped advertising for police officers, and will continue to do so.

Commissioner Sikes wanted to make sure it was clear to everyone of why they would vote the way they would. She also expressed her appreciation to the PD, but agreed with Mayor Pro-Tem Rentschler when he said it was a budgetary issue. She noted the city manager had stated there had been 64 positions budgeted for the current fiscal year; the FY16 will have 58 budgeted. She asked how many were budgeted and then actually hired in 2014; Mayor Galea answered 48. She asked the same for 2013; Mayor Galea said 54 were budgeted and didn't know how many were on board, but there were openings for 10. Commissioner Sikes said we've always had openings and are the second safest city in the state. We've always had openings and have budgeted for way over what we actually had in place. If we lose eight retirees this year their positions will not be cut. She questioned why we have budgeted well over the number of officers we've actually been able to put on the streets. It is costing the City Budget over \$600,000 a year, so why don't we simply budget for what we hire. She said we will hire more officers if there is suddenly a need to, and she asked how many officers we currently have and the city manager said 56 including lieutenants, captains, sergeants, and the chief. Commissioner Sikes said we are not cutting six police officers because they are not there to be cut. Workshop or not, she said we need to decide what we are going to do. It is simply cutting the budget, not cutting the people. She said that if someone can argue this point with her, she would back off.

Commissioner Hernandez stated he understood the budget process, and if the positions aren't filled the money should go back into the General Fund. Where is that money now? He answered his own question by saying that money has been used for mob rule when 15 people come to us and tell us we need to pave their street or they will work against us at election time. We spend \$25,000 to pave the street and so that money you think is being saved is being spent every time there is an emergency or

water break. We will be replacing water lines on other roads soon, just like we are on White Sands Blvd. right now. We either budget it and use it as a savings account or put it back into the General Fund and wait for people to tell you where you will spend it.

Commissioner Straface said we have a bigger issue. He said we had agreed when we approved the preliminary budget that we would have to work over the next year to continue to reduce our expenditures. He noted that with the absence of the tax increase there was only one way to go and that was to reduce our expenditures. He explained that with the impact of Hold Harmless going away, we will still be in deep trouble over the years to come. He thought we had agreed to have several budget workshops over the next year in order to determine how to reduce our budget. The bigger picture is how to build a plan that will maintain our services as much as possible with the limited resources we have over time. He advocated staying where we are now and do those workshops where we would look at how to reduce expenditures. He felt they should be wise about this and not knee-jerk.

Commissioner Turnbull asked the City Manager how many positions were frozen in other departments. City Manager Stahle told her seven.

Mayor Galea thought some of the seven positions were staff who had been reassigned additional duties. City Manager Stahle said these duties have been spread amongst a team of people and not just one person, but he agreed the work had to be done, so others had a greater load to carry.

Mayor Galea asked how staff could take a vacation without burdening the workload of their fellow officers or employees. City Manager Stahle said every department has this problem. The PD has one of the largest numbers of employees. He said we want to make things available to our Police Force that will make them as effective as possible, such as working with the County to put together a joint PSAP, acquiring computers for the vehicles, software for those computers, weapon and ammunition purchases, keeping equipment running as best as we can. He remarked that we have been spending more than we had for many years and we are now in a pickle. He was thinking about having budget discussions in late August after the final budget was adopted.

Commissioner Turnbull asked if three instead of six positions could be frozen.

Mayor Galea asked where the other cuts would come, and she recommended considering a freeze of the budget, less three months of operating expenses until we can meet to find other sources of operating funds to cut.

Mayor Pro-Tem Rentschler asked for clarification whether we have hired four at this time. He asked Police Chief Duncan if these four were certified or uncertified. Police Chief Duncan said there were three non-certified and two certified waivers. Mayor Pro-Tem Rentschler asked if the certified officers were on the street immediately, and Police Chief Duncan said no; it will take about eight months and explained the process for a certified officer to complete. Mayor Pro-Tem Rentschler said they will be coming on just when we are losing the retiring officers. He and the police chief spoke about the two open positions and the ones happening with those retiring. Mayor Pro-Tem Rentschler asked him if he had considered the 30% part of the budget and whether there was any wiggle room, and Police Chief Duncan said he had not. Mayor Pro-Tem Rentschler asked him if he would like that opportunity and the police chief said he would like to see the entire city look at ways to reduce the budget. He noted that in 2013 the PD had 64 officers, in 2014 down to 58 and now down to 53. Police Chief Duncan said he had been hired to make a difference. He said they are hiring good people and it takes a longer process to hire qualified candidates; it is a slower process but one that will work for the future. He thanked the commission for their support in hiring good people who care.

Mayor Pro-Tem Rentschler asked him about filling the six positions and those retiring, and if there was an alternative way to continue the hiring process. He said he appreciated all the Chief had done with the PD. Police Chief Duncan said the PD will come to a point where all the experience is gone, and if the hiring process is stopped, it will hurt the city. He remarked they are going out of state to

hire and for the first time in many years they hired five at one time. He said they are recruiting as fast as they can. Mayor Pro-Tem Rentschler asked him if he would be ok with being able to continue the process of recruiting, and Police Chief Duncan told him that was exactly right, but soon we will get to the point with no retirees. Mayor Pro-Tem Rentschler asked him when he last hired and was told a couple of weeks ago. Mayor Pro-Tem Rentschler asked when they hired before that, and the city manager pointed out there was a report in the packet that illustrated this. Mayor Pro-Tem Rentschler said he was trying to get this from the Chief. He asked him how many were hired in the last year, in what groups and the process used. When Police Chief Duncan didn't answer immediately, Mr. Rentschler asked him when the last group was hired, and Mayor Galea said it was a new policy. Mayor Pro-Tem Rentschler said he was trying to ascertain what the hiring policy has been in the PD. If we've only hired six officers in the last year then we can expect about the same in the next year. He asked the police chief what his hiring policy had been for the last year. Police Chief Duncan told him the process to be hired was greater than it had been and explained some of this. He said they do other recruitment processes by going outside the City, and the City has not had this situation before. Mayor Pro-Tem Rentschler asked him again when the last hiring was before these last five were hired. Police Chief Duncan told him they had hired one from El Paso and that was out of two applicants. Katie Josselyn came forward with some information for the Chief.

Mayor Galea said she noticed in the questioning that the police chief was willing to make 30% cuts in his department without effecting the operations. Mayor Pro-Tem Rentschler said I'm trying to get a history because we are often budgeting for worst case scenarios and it has put us in this position now. If we are only able to hire six officers in this next year and have eight retirements, then you understand that I am trying to establish history.

Commissioner Hernandez wanted to make sure everyone understood the direction the commission is taking; whatever budget we have we have to work with. When there is an emergency outside of that budget, we are stuck. If we have a tight budget, such as Mayor Pro-Tem Rentschler is talking about, then we will be limited and not have a buffer. Mayor Pro-Tem Rentschler said there are contingencies within the city that would help us with those things. Mayor Galea said the \$500,000 contingency budget for the prior fiscal year has been reduced to \$100,000, and the city manager agreed.

Police Chief Duncan said in 2013 the last group hired was four that went to the Law Enforcement Academy and explained not all were hired.

Mayor Galea stated any further public comment could be done under the public comment section at the end of the agenda. A member of the audience asked to respond to Commissioner Sikes question, and the Mayor stated this was a meeting and not a Public Hearing.

Police Chief Duncan said he is looking at the future of the City and not his paycheck; he came to make a difference. He wanted to move this PD forward as a team.

Mayor Galea moved to approve the commission freeze the budget, less three months of operating expense, keeping all things the same including the 5% cut that would be included in the final budget, and have the commission meet to explore ways to cut this amount, allowing the directors to make the recommendations.

Commissioner Straface asked for clarification. He asked if she said the operating budget for this fiscal year would continue for three months, and Mayor Galea said yes. Commissioner Straface asked City Manager Stahle if he hadn't already heard from the department directors, and the city manager said he had talked to them all. They had gone through every line item and areas of increase. He asked if he was hearing to freeze the current budget except the reductions for the next three months. He thought that was the same as saying to keep the tentative budget. Mayor Galea said yes, keep the tentative budget and not make any additions or deletions. City Manager Stahle asked if she meant not to do any other hiring in the entire department, and she said no. Mayor Galea said if we have funded hiring in the budget we should continue, but not add any more to the operating

cost of the budget. By freezing the budget for the first three months, allowing for three months of operating to continue, the commission has the opportunity to adjust the budget deficit, reducing it beyond the \$900,000 deficit this year while continuing to keep cuts the same, but allowing the cuts to come from somewhere else as recommended from directors. She understood the city manager had heard from the directors but they were asked to prepare actual budgets, not budgets with cuts. If the departments knew they had to make a certain percentage of cuts to their budgets they would do so without affecting their operations. She wanted to hear from the directors. They could cut personnel not performing the services needed.

City Manager Stahle said that in adopting the preliminary budget, you have cut the budget and we have made significant strides in doing so. He was confused on what the direction was. If the idea is to hold off on any major expenses and fill positions vacant but funded in the new fiscal year, he didn't think that would do anything. If you want us to come back with across the board cuts of a certain amount, we can do so. He said we intend to come back in group session to discuss the fiscal 2017 budget and how to get it in line. If you are saying to come up with proposals to cut an additional amount, let us know. He said this will not be a neutral effect; there isn't a way to cut funds from any department without having a material effect on that department.

Mayor Galea appreciated all the city manager had done with direction from the commission and she wanted the commission to get together to achieve the same level of cuts in the budget without effecting operations in each department.

Commissioner Hernandez understood where she was going and didn't mind having a workshop, and he had additional questions on the 3/8th percent they could do. He thought her motion was outside of the agenda item, so he didn't think we should be in that direction right now. Mayor Pro-Tem Rentschler agreed.

Mayor Galea moved we do not freeze any of the six unfilled police department positions and the 5% cuts in the FY 16 budget are not made until the commission meets in a workshop in the next three months; the cuts still remain in the final budget. Commissioner Hernandez seconded the motion. Motion failed with a vote of 3-4-0. Commissioner Sikes, Commissioner Baldwin, Mayor Pro-Tem Rentschler, and Commissioner Straface voted nay.

Commissioner Hernandez strongly recommended the commission and staff get together and do a budget workshop soon. He knew there were other cuts that needed to be made.

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

Mayor Galea gave a brief history behind this item.

Mayor Galea moved to approve all non represented employees receive a 1 ½ % cost of living increase instead a \$200 one time disbursement in December also, and to keep the 60/40 split in insurance in the FY 2016 budget versus a reduction to the 50/50 split. Commissioner Turnbull seconded the motion.

Mayor Pro-Tem Rentschler asked if the city attorney had anything to add. City Attorney Thies said there was one other item we needed to discuss related to compliance with the Affordable Care Act. Any employee earning approximately \$26,000 per year has to be assured by the city that the health insurance is affordable to them. We had talked about modifying that split during the budget hearings to pick up a greater share of employee only coverage with a greater corresponding increase in the employee contribution towards family/dependent care coverage. There would be a number of employees affected by that modification, and since the fiscal year begins in about 10 days, we need direction as to whether we should go through with that. He stated we also need to go through negotiations with the unions.

Motion carried with a vote of 7-0-0.

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. (Matt McNeile, Assistant City Manager)

Assistant City Manager noted the history provided in their packet (see agenda book). He said we have not ever designated an area for a for-profit entity, and he was proposing an area in Washington Park. After meeting with Mr. Oliver they designated a space in the park because it is highly visible and had parking. He is asking for exclusive use of the space three days a week and one day on the weekends.

Mayor Galea said there is a fee to rent the whole park of \$640, and she asked the commission to consider renting the small space at the park for \$350 a month or 10% of the proceeds, whichever is greater. She pointed out this is equivalent to what we do at the airport.

Commissioner Hernandez thought that before we do this, or in the process of doing this we need to set some rules and regulations as to what we will rent our spaces for. He gave the example of someone wanting to set up a food trailer in one spot for the same amount per month.

City Manager Stahle agreed and asked Assistant City Manager McNeile to read part of the memo he had placed in the packet. Assistant City Manager McNeile read the paragraph concerning staff discussion concerning park area rentals (see agenda book).

McKinley Oliver, addressed the commission and showed a Youtube video of the game and how it is played (Youtube video located at: <https://www.youtube.com/watch?v=jodsEezUVDU0n>). Mr. Oliver explained this new game and how much fun it was. He stated that he was insured and had a contract with the Rec. Center.

Mayor Pro-Tem Rentschler asked about the price of rental, and agreed with Commissioner Hernandez' concerns of others wanting to rent a space. He asked Mr. Oliver the cost per participant, and Mr. Oliver told him \$5 per participant for 15 minutes. He would be operating from 5:00 to 9:00 p.m. and for one hour he could possibly earn \$120 since six people can rent at a time.

Mayor Galea thought the area of Washington Park was picked because it was not frequently used. She noted we charge Hertz Rent-A-Car this same amount at our airport. The permit would be for this activity only and not for any food carts; any other activity would have to be permitted.

Mayor Pro-Tem Rentschler asked if there would be any staff cost for this and Assistant City Manager McNeile said we would not have to provide staff time for anything other than what they are already doing – mowing.

Commissioner Straface said an alternative might be asking to serve in a vendor capacity, while we take time to build the rules and regulations. Commissioner Hernandez said this is a recreational area and this is a recreational event, but others could abuse this because of the cheaper rent. We might need to require the Bouncy Houses to have insurance, also.

Mayor Galea moved to approve the designation of a field for Bubble Soccer available to vendors who acquire a permit on a first come/first served basis, and to put some rules and regulations into place. Commissioner Hernandez seconded the motion.

Mayor Galea asked the city manager if he could have a list of rules and regulations brought to the next meeting, and he told her it wouldn't be at the next meeting but the staff would prepare them as quickly as they could. He asked for basis for a fee in the motion.

Mayor Galea amended her motion to approve the designation of a field for Bubble Soccer available to vendors who acquire a permit on a first come/first served basis, put some rules and regulations into place, and designate the fee of \$350 per month or 10% of the proceeds, whichever is greater. Commissioner Hernandez seconded the motion.

Commissioner Sikes asked if he would be putting up big signs at the park and Mr. Oliver said he would not. He would advertise in the usual way, such as billboards. Commissioner Sikes said we might want to include this in the rules and regulations.

Motion carried with a vote of 7-0-0.

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)

City Attorney Thies explained one of the bids for RFQ was received a day late because FedEx delivered it to the wrong address. The mailing service provided a letter of apology for this error. The bid has remained unopened and we are asking you whether to consider this bid or not, since the architectural firm is asking us to please consider. The cut-off time was June 3rd at 3:00 p.m.

Mayor Galea asked if it would have been on time if not sent to the incorrect address. City Attorney Thies said we put the burden on the bidder or responder to make sure we have their response in hand on the advertised date and time. We do not accept or consider anything that comes in after the deadline unless it is our mistake (i.e. – delivered to the incorrect city department). He said the package was delivered to the incorrect address sometime on June 3rd, but the exact time is not known. All the commissioners looked at the tracking slip.

Commissioner Turnbull said they mailed it on June 2nd and the only guaranteed time was for June 3rd at 4:30, even though they knew the cut-off was 3:00. She said they were aware of this and knew they were taking a risk in doing that.

Commissioner Hernandez asked how the other three were delivered, and was told two were hand delivered on June 2nd and one was delivered on June 2nd by either FedEx or UPS.

Mayor Galea felt we should perhaps ask the other bidders if they felt the City should consider the fourth bidder. Commissioner Straface didn't think that a good idea because you would put people in a precarious position. City Manager Stahle recommended following the city's policies and procedures, and reject the bid. Commissioner Sikes agreed.

Mayor Pro-Tem Rentschler asked the city attorney that if we rejected all three bids, could we consider the fourth. City Attorney Thies told him when we reject all the bids it is because they are over budget, or in this case, they do not meet the necessary qualifications, then re-advertise. It is unusual to do this and would set the project back six to eight weeks.

Commissioner Hernandez moved to not accept the late bid. Commissioner Straface seconded the motion. Motion carried with a vote of 7-0-0.

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

Mayor Galea announced the Boards and Committees with current vacancies. With no objections she appointed Viviane Ackell to the Alamogordo Disability Council, Jerry Lott to the Parks and Recreation Board, William Dennis to the Alamogordo Public Library Board, and Stacy & Annabelle McDonald to the Senior Volunteer Programs Advisory Council.

Commissioner Straface said Jerry Lott served as a principal in the school district for several years

and did a great job with kids.

PUBLIC COMMENT

A. Paul Sanchez commented on the following:

- 1) Mr. Sanchez addressed the commission. He stated that there was a veteran funeral today and the Police Department did an excellent job in helping with the drive to the cemetery. Mr. Sanchez said that a city employee who was working on a median on Scenic was observed standing at attention with his hat over his heart in respect for the procession. He noted this is not seen often and he wanted to praise this man for his actions.
- 2) He then spoke concerning the police issue. Mr. Sanchez was in support of funding the police positions, and felt we need to make every attempt possible to recruit. He felt the commission was surrendering ever filling those positions by freezing them at this time. He knew the city had a major budget problem, but when it comes to public safety we have to support them. He told Mayor Pro-Tem Rentschler that he thought he had been aggressive, berating and disrespectful to the police chief tonight, even though he thought Mayor Pro-Tem Rentschler's questions were valid.

B. Michael Lawrence commented on the following:

- 1) Mr. Lawrence stated he was not a citizen of Alamogordo but he was an employee of the City. He asked the commission to consider that while the decision was made to freeze the six PD positions and they are now down to 58 to fill and two open to fill, to consider an over-fill process since we know there will be positions opening within this next year, and one this next month. He said we can't hire until the position has been vacated and that keeps us perpetually behind. Secondly, he remarked on the six positions that had not been filled, but were funded. He asked where that budgeted money had gone and how it was used at the end of the year. It appears the PD is currently submitting funds back to the city anywhere from \$500,000 to \$750,000.

City Manager Stahle said the key is you are using the words 'deficit spending' and we are using the words 'deficit budgeting', and there is a big difference. He remarked the money didn't go anywhere; it is still targeted in the budget and not spent. He said we are on a cash basis of accounting and we are supposed to identify the real cost if in fact all positions were filled.

Mr. Lawrence said our goal is to have a fully staffed PD, but it is difficult when we don't have qualified candidates. Our ability to hire is reduced simply by what we get. He felt it curious the money is going back to the City since it hasn't been spent, but you say we don't have any money and have to freeze these positions. We can't consider hiring in advance in order to be able to fill a position when it opens; we can't promote since there aren't people to put in those positions. We have over-filled in the past in order to fill positions as they become available.

C. Rich Merrick commented on the following:

- 1) Mr. Merrick addressed Mayor Pro-Tem Rentschler saying he echoed Mr. Sanchez' comments about how he treated the police chief. He felt he treated him with a lack of respect, and thought that was wrong.
- 2) Mr. Merrick addressed Commissioner Sikes. He had heard her say that if we have 60 PD positions open and 56 on the street, then we don't need those four positions. Mr. Merrick noted he had been a government employee for at least half his life and had learned that when positions are taken away they never come back. He was afraid the number would continue to decline each year if this continued, instead of finding a way to fund the things that were most important to the city. The city's safety ought to come first and others after. He said he would rather drive on a dirt street than to not have the PD behind him. Mr. Merrick said the staff of the PD weren't budget items; they were people who are committed to doing the job for this

city. He was glad they were there to take care of all of us.

D. Peter Villa commented on the following:

- 1) Mr. Villa said he and his wife pay bills and have to budget. They plan each month for payments, there should be money left in the account after each budgeted item is removed. He also felt the bullying issue mentioned by Commissioner Hernandez was a nation-wide issue. He wanted to know why we are settling on lawsuits against the City for those of us doing our job. He had seen several situations that had just been settled in order to make them go away, and he asked how much it had cost the City to settle out and establish that precedent. He gave some examples of those who sue over occurrences with the PD. Mr. Villa said every penny counts if it is a budget issue, and maybe we can become the first area in the nation who decides to stand up to this.

E. Jim Klump commented on the following:

- 1) Mr. Klump thought there would be an item on tonight's agenda - drainage easement at the corner of Casa de Suenos and Tierra de Suenos. City Manager Stahle told Mr. Klump that he had spoken to Jim French this afternoon. There is a process they need to abide by to consider the abandonment of that drainage easement, and City Staff will discuss the process tomorrow. Mr. Klump asked if it would come before the City Commission, and the city manager said it would, but not tonight.

CITY MANAGER'S REPORT

City Manager Stahle commented on the following:

- 1) City Manager Stahle said the ICIP Public Meeting will be tomorrow at 6 p.m. at the Civic Center, and noted it was everyone's chance to comment on the many topics we have an interest in building. It is also a chance for the public to suggest items we may be missing.
- 2) He said tomorrow morning the staff will meet with the school district to discuss four or five topics, such as the speed limits in certain school zones, Tiger paws on the streets, trading a residential lot, and the closing of our gas station on Florida. He said topics would be brought back to the commission including the residential trade; he felt we were close to having something.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Hernandez commented on the following:

- 1) Commissioner Hernandez said he worked with Chief Ward on some issues at Code Enforcement. He said we have come a long way from 19 years ago when he served before. He appreciated all they are doing, especially concerning weeds. He had noticed city employees besides the Parks and Rec. staff out helping with this.
- 2) He said he had a constituent named Allen Therault who lives on the corner of 8th & Alaska who is demanding we eliminate off street parking throughout the City. Mr. Hernandez had told him they couldn't do that. He had received a letter from Mr. Therault and has gone by the area every day since receiving the letter, and didn't see any parking issues other than some residents parking on the right-of-way. Commissioner Hernandez had told him when the Commission meetings are but he hasn't shown up, and has put a big sign in his yard talking bad about city government. He said just because I don't agree with you doesn't mean I'm not doing my job. He remarked that sitting up here is tough, but he'd do it again; doing what's right whether people agree or not is part of how this is played. He told the city manager he would leave these letters with him. He has talked to this gentleman and City Staff has, too, but he wants what he wants and it isn't going to happen.

Mayor Galea commented on the following:

- 1) The mayor asked the city manager for a report on the funeral processions going westbound on First Street and into the cemetery. She asked him if he could bring any information to the commission of ways to mitigate the traffic concerns.

City Manager Stahle said he has considered that and looked at traffic reports. There is a raised median separating east/west bound traffic. He suggested making a more grand entrance on the east side of the cemetery. He said he would get a written report from the engineers explaining why removing the raised median would create problems.

- 2) Mayor Galea asked if any Commissioners would object to staff opening a discussion with State Forestry regarding bull elk hunting tags on the city land in the Sacramento Mountains. The City of Alamogordo could use them as a source of revenue to fund positions within the "Spring Crew" of utility workers that maintain our watersheds. They could also be used by the COA Promotion Board as a marketing and/or promotional item meant to attract more visitors. These tags are worth about \$1,200 each and this could be a source of revenue for tourism or for staff to restore the water shed systems. She asked the commissioners if there were any objections asking the city manager to meet with the NM Game and Fish Department concerning this opportunity. No one objected.
- 3) The Mayor said the Commission approved appropriating the 10% match funding for the Airport Runway chip seal work, and she wondered what was holding this project up. With activity at the airport now at a dramatic lull compared to prior years, this would be a good time to get projects done. She didn't want planes diverted from our airport any longer than need be.

City Manager Stahle remarked it was not chip seal, it was pavement. The sub-grade work had been done, but he didn't know anymore than that. The FAA had been contacted requesting that they use available discretionary funds. Mayor Galea said it was the crack seal that had been approved at a previous meeting where the amount of approximately \$400,000 had been approved for the city to match with a 10% match. City Manager Stahle said that was for the tarmacs and not for the runway, and he would get back with her on the progress.

- 4) She asked the city manager when the pilot testing of the filter system for the future desalination plant would begin. She hoped City Staff would trained by the engineers, CDM Smith, to maintain the R.O. tubes. Ms. Galea asked if there is pilot testing of the brackish wells for particular matter, like small clays, that can clog water filters.

City Manager Stahle had no idea and he doubted they are training city staff because they are still engaged in designing the system. He felt there was water analysis of the water from Snake Tank, and he will contact staff to come and explain.

- 5) The Mayor asked if anyone objected to her attending the Association of the US Army Annual Planning meeting in Las Cruces this Friday, regarding regional work with the City of El Paso and Las Cruces as communities hosting military installations. She had been invited by the El Paso Chamber of Commerce, and other interested Commissioners were welcomed to join her. There were no objections.

Mayor Pro-Tem Rentschler commented on the following:

- 1) Mayor Pro-Tem Rentschler responded to those who felt he had been disrespectful to Police Chief Duncan. He said they don't know what is happening in the background. He said he would know the information on those six positions if he was the director of a major city department. He wanted history and the police chief obviously didn't want to give it to him; six in two years is not a lot. Mr. Rentschler said he tried to call the chief three times, and he came the third time; he wanted to hear it from the chief.

- 2) Mayor Pro-Tem Rentschler wanted to know what was going on with the rest of the acquisitions so we can get out to Ocotillo. He said he has been dealing with the DOT and had sent an email, copying the city manager, Commissioner Hernandez and others, saying we have waited about seven years for right hand turn signals on White Sands. The same thing is happening on Hwy. 70 coming out of HAFB, Walker, Airport and others down there with Yield signs. We need to put some directional curving there. He had received a quick and terse response from the District II Engineer that said no. He then involved the Secretary of Transportation who contacted him and the District II Engineer almost immediately by email and a phone call saying they would help this situation. They will have a meeting with the Engineer and the City Staff to discuss what can be done for White Sands traffic control.
- 3) He noted Code Enforcement and Chief Ward have done an outstanding job putting together a logging system to keep track of complaints. It is easy to understand and will eventually be web based.
- 4) Mr. Rentschler asked about the Golf Course lakes. He would really like to get this information.
- 5) He said Stanford Street had been shut down and was supposed to take two weeks; it took two months, but it is done. The residents there are reasonably happy about this cheap resolution. He appreciated the staff for getting this done.

Commissioner Sikes commented on the following:

- 1) Commissioner Sikes said she is jumping on the band wagon to thank Code Enforcement and Compliance. Any time she has brought a complaint to Code Enforcement and Mr. Stahle, it is taken care of quickly. She had received a multi-paged, anonymous letter stating there were tall weeds in her district. It was finally abated and the Parks Dept. did an incredible job with that. People need to understand there are sometimes legal situations where the city needs to work with the mortgage companies as well as the courts before we can go in and trespass and abate, and then get our money back. She had gone door to door and let people know to speak to her face to face and we'll get it taken care of.
- 2) She mentioned the ICIP Public Meeting tomorrow night. Things like redoing the cemetery entrances could be on that list so it is good for people to attend those meetings. She felt there should be a more dignified way to enter the cemetery.
- 3) Ms. Sikes said every year the city has Capital Outlay requests for the Legislature, and after the special session, they released the Capital Outlay money. We try to request projects that will potentially help the most people within the City. We got two out of five funded that were on our list – 1] lakes at the Golf Course, & 2] approximately \$220,000 project for the PD. The third one that we had nothing to do with was from the County – HVAC at the Flickinger. The City Commission would pick infrastructure over quality of life, so the reports on social media stating we were responsible for the Flickinger project are incorrect.
- 4) Commissioner Sikes said the water abatement issue of over \$24,000 requires not only a staff member present to talk about it, but the person who filed the request, as well. We possibly could have solved the issue tonight if those people had been here.
- 5) She appreciated what Mayor Pro-Tem Rentschler said to the police chief, because the information should come from the chief in order to go into the minutes and then out to the public.
- 6) Ms. Sikes appreciated the comments from Mr. Merrick and Mr. Sanchez concerning the PD, and that we are supportive of Police Chief Duncan and the PD. She thought overfill would be taken into consideration. She pointed out that we have not cut any people; cutting positions is easier.

Commissioner Hernandez commented on the following:

- 1) Commissioner Hernandez proposed the idea of a slide gate at the cemetery like we do at the parks.
- 2) He asked if anyone is here from the media and a person in the audience raised their hand. He thought he saw things that were second hand, and that is always different.

ADJOURNMENT

Commissioner Hernandez moved to adjourn at 10:10 p.m. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

Mayor Susie Galea

ATTEST:

City Clerk Reneé L. Cantin

(Prepared by Nancy Jacobs, Deputy Clerk)
Approved at the Regular Meeting held on July 14, 2015.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/1/2015

Report No: ■ 4

Submitted By: Jan Wafful, CS Admin.
Assistant/ Film Liaison

Subject: Approve the Lodger's Tax Expenditures for Tourism & Travel. (*Jan Wafful, Community Services Admin. Assistant*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: $\$470.22 + \$600.00 = \$1,170.22$

Amount Budgeted: $\$3,500.00 / \$172,333.00$

Fund: 016-0001-419.56-05 / 016-0001-419.56-35

Recommendation: Approve the recommended expenditures for Tourism & Advertising Promotions.

Background: The following are a list of the expenditures in need of approval. The invoices are available in the City Clerk's office for review.

NM Film & Media Conf-Albq, NM	Film Tourism:Next Steps for NM	\$470.22
FUN and GAMES	Brochure Dist.-NM	INV# 0006
		\$600.00

CITY OF ALAMOGORDO

TRAVEL AUTHORIZATION/COMPENSATION FORM

Advance will not be processed if form is not received by A/P deadline, as per Travel Policies & Procedures

Request for advance: Yes: ☒ No: ☐

SECTION 1: TRAVEL AUTHORIZATION (Documentation must be attached.)

Name Jan Wafful Vendor # _____ Position/Dep CS Admin/Film Liason

Purpose of Travel NM Film & Media Industry Conf. - Annual Film Liason Meeting & Training

Location Albuquerque, NM Depart Date 07/23/15 Time 10:00 am/pm

Expense Line Item# 016-0001-419-5605 Return Date 07/25/15 Time 18:00 am/pm

I hereby certify that the purpose of this travel is strictly for City business and will be used to further benefit the City.

Travel Processor C. Sagenkahn (Signature Req'd) Date 6/25/15

Public Official Traveling R. Jan Wafful (Signature Req'd) Date 6/26/15

Authorizing Supervisor _____ (Signature Req'd) Date _____

Department Director _____ (Signature Req'd) Date 6/25/15

City Manager _____ (Signature Req'd) Date _____

SECTION 2: TRAVEL EXPENSES

A. Partial Day/Overnight Travel: Per Diem or Actual Expenses

Per Diem:	(1) <u>2</u> days	x	Lodging and M & IE	(5) <u>46.00</u>	<u>92.00</u>
			CONUS per diem rate		
	(2) <u>8</u> hours	x	Just M & IE	(6) <u>46.00</u>	<u>23.00</u>
			CONUS M & IE rate		
	(3) <u>0</u> days	x	Just M & IE	(7) <u>0.00</u>	<u>0.00</u>
			CONUS M & IE rate		
Actual Lodging	(4) <u>2</u> nights	x	Lodging plus Tax	(8) <u>115.54</u>	<u>231.08</u>
			actual lodging rate		
			Less: Meals included in registration fee	(9) <u>0.00</u>	<u>0.00</u>

B. Mileage Advance:

Estimated Mileage x 0.575 Mileage Advance 0.00

C. Miscellaneous Travel Costs Out of Pocket: Travel Expenses (Parking, Tolls, Car Rental, Taxi Cabs, Air Fare, Etc.)

(10) 0.00 0.00

Comments: _____

D. Prepaid or Credit Card Expenses

Approved Travel Advance

346.08

Registration:	City Credit Card	<u>0.00</u>	or	Check/PO	<u>0.00</u>	<u>0.00</u>
Air Fare:	City Credit Card	<u>0.00</u>	or	Check/PO	<u>0.00</u>	<u>0.00</u>
Car Rental:	City Credit Card	<u>0.00</u>	or	Check/PO	<u>124.14</u>	<u>124.14</u>
Lodging:	City Credit Card	<u>0.00</u>	or	Check/PO	<u>0.00</u>	<u>0.00</u>
Other Expenses:	City Credit Card	<u>0.00</u>	or	Check/PO	<u>0.00</u>	<u>0.00</u>
TOTAL APPROVED TRAVEL EXPENSES						<u>470.22</u>

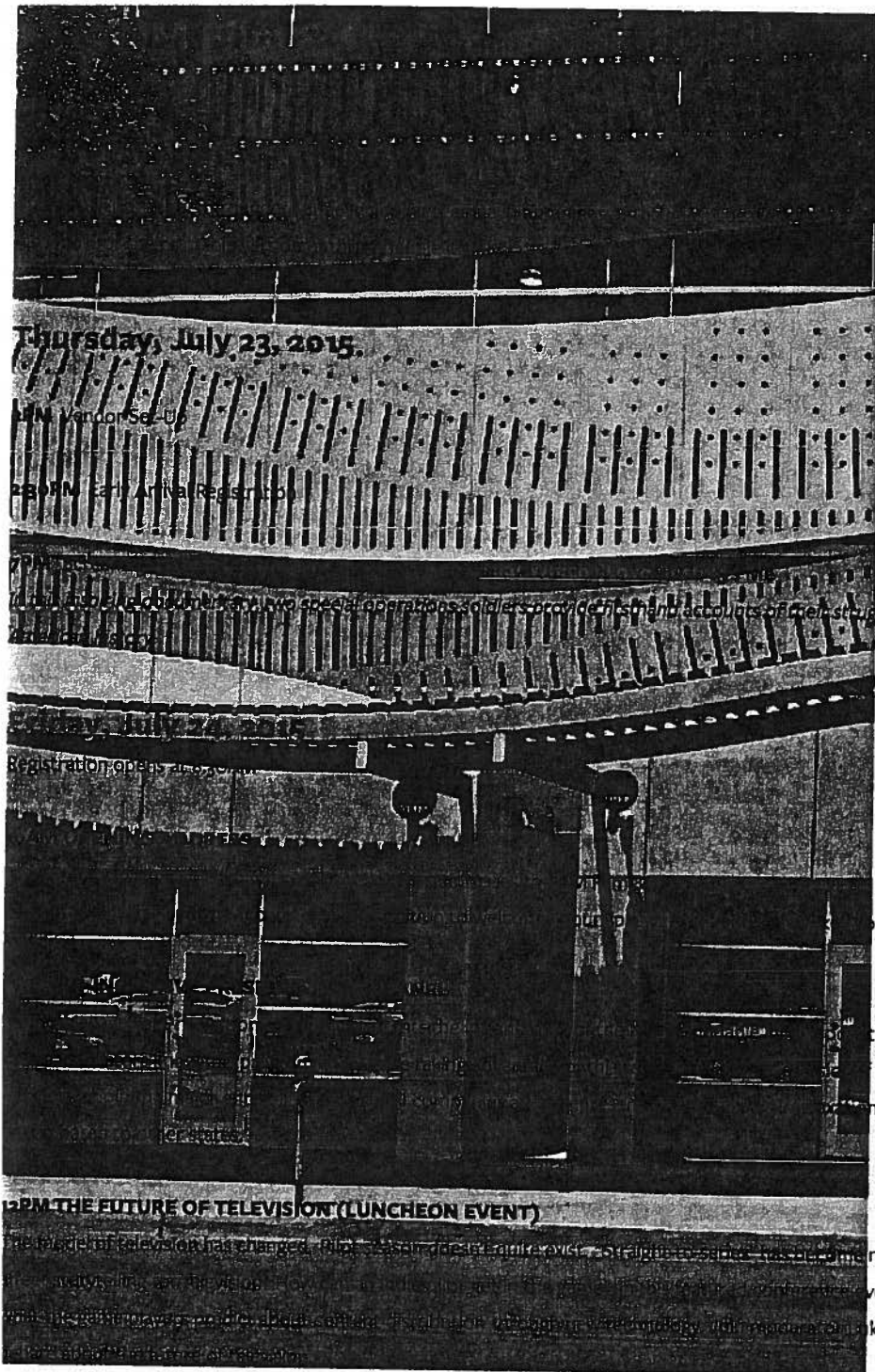
E. Additional Comments:

(to be completed by Accounting Office)

Name: Jan Wafful Vendor #: 0

Expense # 016-0001-419-5605 Advance: 346.08

TRAVEL 07/23/15
36.478
Albuquerque 35



Enterprise
1JYX PF

Thursday, July 23, 2015.

11 AM Vendor Set-Up

2:30 PM Early Arrival Registration

11 AM and 2:30 PM: Two special operations soldiers provide firsthand accounts of their struggles returning home after fighting in the longest combat campaign in American history.

Friday, July 24, 2015

Registration opens at 8:30 AM

very special guest, who is currently filming in-state, join the official look at our state's industry during a year in review.

Production Tax Credit. How well do local filmmakers, producers and emerging the incentive, to which projects it applies, and the recent amendments from the Revenue Department in a discussion about this incentive

12:30 PM THE FUTURE OF TELEVISION (LUNCHEON EVENT)

The model of television has changed. But what does it mean for the future of the industry? Do new distribution models influence directors and producers? How do they influence the way we watch TV? In this event, learn the answers to these and many more questions and discuss with the industry's leading minds. Moderated by Mike Ryan, President and content strategist of Chaotic Good, in a spirited

1:30 PM NM EMERGING MEDIA: GROWING TALENT

With the growing pool of diverse skill sets applied to innovative technology here in New Mexico, there is a movement to create a hub of in-state work. In this panel moderated by Eric Renz-Whitmore, Chief Instigator of Emergent Wave, find out who a few of the trailblazers are in NM. What are the inevitable markets? Learn what you need to know to stay in the game and stay in New Mexico.

2:30 PM CREATIVE OPPORTUNITIES IN DOCUMENTARY STORYTELLING

Documentarian Jillann Spitzmiller will lead a panel discussion about the value of this medium. Whether a student or a professional filmmaker, producing a documentary provides the means to learn a subject in depth and to make a positive impact in the world. With lower budgets, smaller crews and the ability to literally "call the shots," the experience will also be invaluable in becoming an accomplished storyteller, no matter a filmmaker's long term aspirations in the industry. Gain insights on how to launch a documentary project and how to avoid common mistakes that could jeopardize your production.

3:30 PM NM SAG-AFTRA FRANCHISED TALENT AGENCIES

New Mexico has a wealth of acting talent. What are the roles of Talent Agents? What does it mean to be SAG-AFTRA franchised? How does this vary from state to state and what is unique in NM? Casting Director Jo Edna Boldin leads a discussion with three local talent agencies about their relationships to casting directors and their role in the industry. Learn what the protocol is surrounding acting and the film and television industry and the other resources available in NM.

3:30PM FILM TOURISM: NEXT STEPS FOR NEW MEXICO

City of Albuquerque's Film Liaison Ann Lerner will introduce Dr. Simon Hudson from the University of South Carolina, a leading expert in Film Tourism and whose presentation will be essential for chambers, film offices, industry liaisons, and local vendors. As more and more cities, states and countries are positively affected by tourism from film and television production, opportunities and resources are arising that assist in taking advantage of the industry's indirect, but substantial, economic benefits. How can government entities collaborate to enhance their missions through film tourism? Following the presentation, Kevin Clark, Executive Director of the Association of Film Commissioners International (AFCI) will join Dr. Hudson in a discussion of the significance of Film Tourism today and about possible next steps. Be inspired to get the support and involvement you need from your decision-makers.

3:30PM WRITING TO YOUR ASSETS: SMART FILMMAKING OR DREAM CRUSHING

Don Gray, Contracted Locations Coordinator for the NMFO, leads a discussion on whether the development of a story should be based on a realistic assessment of what assets you have, or might be able to afford and secure, for filming. Hear opinions regarding if and why locations, actors, costuming, special effects and other assets should be evaluated before writing your script. To whom would this philosophy apply and how does this influence the bottom line? A must-have discussion for any up-and-coming Writers/Directors/Producers.

SPONSORED FILMMAKERS LOUNGE - details coming soon!

SPONSORED BOWLING & KARAOKE SOCIAL - details coming soon!

Saturday, July 25, 2015

Registration opens at 8:30AM

10AM INCENTIVE SUBMISSION PROCESS (Free)

The NM Taxation & Revenue Department's Film Unit presents the first workshop on the submission process for the Refundable Film Production Tax Credit. Producers, Accountants, and the multi-hatted filmmaker will benefit from this workshop. This training will cover everything from tracking expenses, formatting ledgers, and understanding the sampling process. For CPA firms licensed to practice in NM, the information needed to submit a tax application on behalf of a client will also be reviewed. Get tips for the \$2000 short film, the multimillion feature, or a content-based mobile app. (Note: we ask that you also attend the incentive panel on Friday the 24th to get the most out of this session.)

10AM NM CREW: BREAKING INTO THE INDUSTRY

From school programs to transferable skills, discuss what resources are available to hone your skills or to change your career. How does one transition from a "regular" job? Does the Film Crew Advancement Program benefit you? Join Contracted Training Consultant Trish Lopez in a discussion about marketing your skills, where to submit your resumes and on finding educational resources. Take away ideas for the best avenues to refresh your safety know-how and to advance your craft skills for continual employment. With several incentive states and the mobility of crew, this session will give you insight to the lifestyle and global standards that pertain to this industry.

10AM GAP FINANCING & PRODUCTION LOANS WITH HARRIS TULCHIN

Welcome back Harris Tulchin! Details coming soon.

2PM NETWORKING LUNCHEON

PM CLOSING: PRODUCTION FEATURE WITH VERY SPECIAL GUESTS

Like the spirit of last year, where *Longmire* cast and crew participated on a panel at our closing event, this year it will be a feature. Details coming soon!

SPONSORED NETWORK CLOSING EVENT - Details coming soon!

Zimbra

jwafful@ci.alamogordo.nm.us

Statewide Film Liaison Network meeting during NM Film and Media Industry Conference at Isleta Resort & Casino

From : Trujillo, Maxine, EDD <maxine@nmfilm.com>
Subject : Statewide Film Liaison Network meeting during
NM Film and Media Industry Conference at Isleta
Resort & Casino

Wed, Jun 24, 2015 09:23 AM

📎 1 attachment

To : 'Jan Wafful' <jwafful@ci.alamogordo.nm.us>

Cc : Bussey, Rochelle, EDD <Rochelle@nmfilm.com>

Dear Liaisons,

What a great opportunity to host the annual **Statewide Film Liaison Network** meeting during **the July 23 – 25, 2015 NM Film and Media Industry Conference at Isleta Resort & Casino**, where a wealth of information will be available about the industry! This year, your attendance to the “FILM TOURISM: NEXT STEPS FOR NEW MEXICO” panel and an hour meeting with Kevin Clark, Executive Director of the Association of Film Commissioners International (AFCI), during a breakout session, will fulfill the requirement as a program participant. Please be sure to bring an updated endorsement letter if applicable from your community or government entity to the meeting along with your binder. New liaisons will receive a their NMFO State Film Liaison binder at this time. Conference registration will be waived and a government rate will apply to the hotel cost: <http://www.isleta.com/>.

Please email Maxine, copied to Rochelle, to RSVP. You must also register for the conference online with the following code “**f1lmc0mp**” – to receive the complimentary registration as a liaison. Contact Kristen Berg at Kesselman & Jones for registration questions.

If you are interested in a booth, please contact Asia Stuart at Kesselman & Jones.

To view the complete 2015 schedule click here: <http://nmfilm.com/schedule-2015.aspx>

Friday, July 24, 2015

3:30 PM FILM TOURISM: NEXT STEPS FOR NEW MEXICO

City of Albuquerque's Film Liaison Ann Lerner will introduce Dr. Simon Hudson from the University of South Carolina, a leading expert in Film Tourism and whose presentation will be essential for chambers, film offices, industry liaisons, and local vendors. As more and more cities, states and countries are positively affected by tourism from film and television production, opportunities and resources are arising that assist in taking advantage of the industry's indirect, but substantial, economic benefits. How can government entities

collaborate to enhance their missions through film tourism? Following the presentation, Kevin Clark, Executive Director of the Association of Film Commissioners International (AFCI) will join Dr. Hudson in a discussion of the significance of Film Tourism today and about possible next steps. Be inspired to get the support and involvement you need from your decision-makers.

Thank you,

Maxine Trujillo

Office Administrator

New Mexico State Film Office

c/o Economic Development Department

Joseph Montoya Building; 1100 South St. Francis Drive

First Floor, Suite 1004; Santa Fe, New Mexico 87505-4147

Mailing address:

EDD/ New Mexico State Film Office

P.O. Box 20003

Santa Fe, NM 87504-5003

Office # (505) 476-5608 • Fax # (505) 476-5601

E-Mail: maxine@nmfilm.com • www.nmfilm.com

Facebook (FilmNewMexico); **Twitter** (NewMexicoFilm); Tune into NM FILM WORKS live weekly radio talk show on Thursday's at 12pm Talk KVSF 101.5. Podcasts: <http://www.santafe.com/the-voice/podcasts>

Report suspected child abuse or neglect by calling **#SAFE** (#7233) from a cell phone or **1-855-333-SAFE**.



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15 KB

Zimbra

jwafful@ci.alamogordo.nm.us

Isleta Resort & Casino Reservation Confirmation

From : Vera Marujo <Vera.Marujo@isleta.com>
Subject : Isleta Resort & Casino Reservation Confirmation
To : 'jwafful@ci.alamogordo.nm.us'
<jwafful@ci.alamogordo.nm.us>

Thu, Jun 25, 2015 10:09 AM

1 attachment



Dear KJan Wafful, We are eagerly anticipating your arrival and would like to confirm your hotel reservation with us. Below is a brief summary of the reservation as booked:

Confirmation Number: 56YPY

Guest Name: K Jan Wafful

Arrival Date: 7/23/15

Departure Date: 7/25/15

Group Code: NMF0514

Room Type: DK non smoking

Rate per Night: \$109.00 each night

Total with Tax: \$231.08

Below some of our policies are outlined for you:

Check-In Time	3:00PM
Check-Out Time	11:00AM
Cancellation	Cancel before 3:00PM at least 3 days prior to arrival to avoid penalty of 1 night's stay plus tax. No-show penalty of 1 night's stay plus tax. Same-day reservations are guaranteed and subject to cancellation or no-show penalty of 3 night's stay plus tax. Reservations booked online must be modified or cancelled online.
Guarantee	At the time of check-in the full amount of your stay (room & tax) plus a \$50 security deposit is due on a credit card.
Pets	No pets allowed.

We look forward to your stay with us and if you have any further questions please feel free to call us at 505-848-1999 or 1-877-475-3827 or simply reply to this email.

Rose Johnson

Hotel Analytics Manager | Hotel - Call Center
ISLETA resort & casino

p. 505-724-3969 | f. 505-848-1998

e. Rose.Johnson@isleta.com

www.isleta.com

11000 Broadway SE | Albuquerque, NM | 87105

S P R E A D Y O U R W I N G S

Rose Johnson

Hotel Analytics Manager | Hotel - Call Center
ISLETA resort & casino

p. 505-724-3969 | f. 505-848-1998

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www.isleta.com

11000 Broadway SE | Albuquerque, NM | 87105

S P R E A D Y O U R W I N G S

Vera Marujo

PBX Operator | Call Center

ISLETA resort & casino

p: | c:

f:

e: Vera.Marujo@isleta.com

www.isleta.com

11000 Broadway SE | Albuquerque, NM | 87105

S P R E A D Y O U R W I N G S

Isleta Resort & Casino hereby declares that this message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please delete this message immediately. Thank you!



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FUN and GAMES

7820 Enchanted Hills Blvd., Suite A-300
Rio Rancho, NM 87144 • 505 771-8302

Alamogordo, City of
1376 E. 9th St.
Alamogordo, NM 88310

06/29/15

I N V O I C E # 0006

SERVICE PROVIDED: City of Alamogordo brochures delivered to all 9 State-owned New Mexico Visitor Centers. Distribution at high profile events statewide.

Deliveries made regularly as needed to visitor centers / chambers in the Albuquerque, Santa Fe markets, Red River, Ruidoso, Carlsbad, Roswell, etc.

Current additional distribution list attached to this invoice.

Added online value: Email Blasts for all special events and announcements go out to over 2,500 New Mexico Tourism Industry partners statewide, including all visitor centers, chambers of commerce, upscale hotels, etc.

SERVICE DATE(S): Jan. - June, 2015

TOTAL DUE: \$300.00

Thank you for riding on the Van that Can!

FUN AND GAMES

We Deliver New Mexico

FUN AND GAMES DELIVERY LOCATIONS

505 771-8302 / funandgamesnm@msn.com

State wide deliveries to Visitor Centers / Chambers / 2015

LOCATION	CONTACT	PHONE
Alamogordo Chamb.	Erin	575 437-6334
ACVB	Roxane	505 222-4304
Albuquerque Airport	Terry	505 856-2274
Angel Fire Cham.	Jim	575 377-6661
Artesia Cham.	Meagan	575 746-2744
Aztec Vic.	Wilann	505 334-7632
Belen Chamber	Joella	505 864-8091
Carlsbad Chamber	Donna	575 887-6516
Cloudcroft Cham.	Tom	575 682-2733
Clovis Chamber	Ernie	575 763-3435
Deming VIC	Cindy	800 848-4955
Espanola Chamber	Charlene	505 753-2831
Farmington VIC	Amy	505 326-7602
Gallup Chamber	Gretchen	800 380-4989
Geronimo Trail vic	T Or C LaRena	575 894-1968
Ghost Ranch	Anna Maria	575 865-4333
Grants	Tammy	800 748-2142
Hobbs Chamber	Jennifer	575 525-1955
Indian Pueb. Cntr.	May	505 843-7270
Jemez Pueb. Vic	Monique	505 834-7235
Las Cruces CVB	Sonia	575 541-2150
Las Vegas Vic.	Beth	575 425-6831
Los Alamos Vis.	Melanie	505 661-4815
Los Lunas Vhamber	Stephanie	505 352-3584
NM Public Lands	Bill	505 954-2002
NW Visitors Cent.	Steve	505 876-2783
Portales/Rosevelt	Carl	800 635-8036
Raton Chamber	Beverly	575 455-3689
Red River Chamber	Jacqueline	800 348-1444
Rio Grande Vis.	Randy	505 751-4718

Rio Rancho Chamb.	Frances	505 892-1533
Roswell Cham.	Dorrie	575 623-5695
Roswell Vis Cntr	Tina	575 624-7704
Ruidoso Chamber	Gina	575 257-7395
Ruidoso Vic	Jamie	575 378-5318
Sandia Vis. Info	Jaycee	505 796-7500
Sandoval County	Rudy	505 867-8687
Santa Fe Chamber	Trish	505 983-7317
Santa CVB	Pat	505 955-6204
Santa Fe Railyard vic.	Judy	505 955-6204
Silver City	Mary	575 3785
Socorro	Katie	575-835-8927
Taos Vic.	Clarice	800 732-8267
White Rock	Melanie	800 444-0707

NM STATE TOURISM CENTERS

Anthony	Olivia	575 882-2419	
Chama	Joella	505 756-2235	
Gallup	Sherry	575 870-0249	
Glenrio	Tina	575 576-2424	
La Bajada	Andrea	505 424-0823	
Lordsburg	Josie	575 542-8149	
Raton	Beverly	575 445-2761	
Santa Fe	Terry	505 827-7336	
Texico	Janice	575 482-3321	(closed)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/1/2015

Report No: ■ 5

Submitted By: Stephen Thies, City Attorney

Subject: Approve the final publication of Ordinance No. 1497 approving a Local Economic Development Project for secured financial assistance proposed by PreCheck. **(Roll call vote required)** *(Stephen Thies, City Attorney)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the ordinance for final publication. **(Roll call vote required)**

Background: As described in the preceding agenda item, the New Mexico Department of Economic Development has requested the City of Alamogordo to serve as the fiscal agent for an economic development project proposed by PreCheck. As described in the application to the Department, the company is requesting funds to allow it to increase the capacity of its Alamogordo facility located at 3453 Las Palomos Road. Provided the Commission approves the intergovernmental agreement with the State, the next step in the process is approval of the Project Participation Agreement between the City and PreCheck. Beyond the initial processing of the paperwork, the City's future involvement with the project will consist of conducting employment audits every six months for the next three years.

Staff requests approval of the attached Project Participation Agreement which is accomplished by approving the attached ordinance.

ORDINANCE NO. 1497

APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT FOR SECURED FINANCIAL ASSISTANCE PROPOSED BY PRECHECK

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF
ALAMOGORDO, NEW MEXICO that the following is added to the municipal code:

Pursuant to the City of Alamogordo Economic Development Plan, Ordinance No. 983 and NMSA 1978 Section 5-10-1, et seq. (Local Economic Development Act – “the Act”), the proposed economic development project of PreCheck (“the Company”) which is on file with the City Clerk and available for public inspection, is approved for the purposes set forth in NMSA 1978 Section 5-10-1, et seq. and the City of Alamogordo is authorized to enter into a Project Participation Agreement (“The Agreement”) with the Company is required by Section 10 of the Act, and in substantially the same form as attached hereto, the terms of which are incorporation herein.

The City Commission finds as follows:

1. The Company is an entity as defined in NMSA 1978, Section 5-10-3G;
2. Under the Agreement, the Company will provide a substantive contribution for the proposed project as described in NMSA 1978, Section 5-10-10B in the form of going concern, a limited tax base, and employment;
3. The Agreement complies with the requirements of the Act and Ordinance No. 983;
4. The benefit of the proposed project to the City of Alamogordo is repayment of the financial assistance through the creation of jobs and other benefits arising from employment and economic activity under the project which

exceeds the cost to the City of providing to the Company the assistance specified in the agreement, and

5. The Agreement complies with the requirements of Section 10 of the Act and is hereby adopted and approved.

BE IT FURTHER ORDAINED, that the Mayor of the City of Alamogordo, New Mexico is authorized and directed to do all things necessary to implement this ordinance that is lawfully adopted.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susie Galea, Mayor

ATTEST:

Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

PROJECT PARTICIPATION AGREEMENT

THIS PROJECT AGREEMENT by and between the City of Alamogordo, New Mexico a New Mexico municipal corporation (the "City") with its principal place of business being situated in Otero County, New Mexico, and PreCheck, Inc., a for profit Texas corporation registered with the New Mexico Public Regulation Commission for the purpose of conducting business within the State of New Mexico, whose business address is 1283 North Post Oak Road, Houston, Texas 77055-7200 ("PreCheck").

RECITALS

A. The purpose of this Agreement is to allow PreCheck to make building modifications to its Alamogordo facility to increase occupancy from its current level of 142 to a capacity of 200 (the "Project"). The Project includes enclosing some outdoor space to increase the usable square footage of the facility and redesigning workspaces to increase capacity. Completion of the Project as hereinafter described pursuant to the terms and conditions hereof is in the best interests of the City and the health, safety, and welfare of the residents and the taxpayers of the City of Alamogordo, and is in accord with the public purposes and provisions of applicable state and local laws.

B. PreCheck has submitted to the State of New Mexico (the "State") an application in the form attached to this Agreement as Exhibit A (the "PreCheck Application") proposing that, in exchange for certain LEDA assistance described below, PreCheck will add 30 new positions to workforce at its Alamogordo facility.

C. The State, through its New Mexico Economic Development Department (the "Department") has chosen to provide an appropriation of \$75,000 to the City to support the Project which in turn will allow PreCheck to create new employment opportunities for residents of the City and increased tax revenues resulting from such business development within the City (the "EDD Appropriation").

D. The City and the State are parties to a certain Intergovernmental Agreement dated June __, 2015 (the "IGA"), in which the City agreed to oversee and administer the appropriation.

C. By Ordinance No. _____, adopted _____, 2015 ("Approval Date"), the City has adopted an Ordinance which establishes that PreCheck meets the requirements of the Local Economic Development Act and that PreCheck has provided information that the Project is a qualify project under the LEDA Ordinance, and that PreCheck is a qualifying entity as that term is defined under Section 5-10-2(I)(5), NMSA 1978 (LEDA) and under the LEDA Ordinance.

NOW THEREOF, the Parties agree as follows:

1. **Company Contribution.** PreCheck will diligently pursue the modifications of its Alamogordo facility located at 3453 Las Palomas Road, Alamogordo, New Mexico, , and the hiring of employees as contemplated by this Agreement, all in accordance with the schedule and other terms and conditions set forth in this Agreement.

2. **The State Contribution.** As set forth in the IGA, the State has committed to making a contribution of \$75,000 for the benefit of the Project (the "State Contribution"), subject

to all terms and conditions contained in the state legislation appropriating the State Contribution, and the City has agreed to assume the primary responsibility for overseeing and administering the State Contribution to the Project.

3. Procedure for Disbursement of the State Contribution. The City anticipates that the State Contribution will be delivered to the City for subsequent disbursement to PreCheck. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law. If, and only if, the City receives the State Contribution, the City will disburse the State Contribution to PreCheck in the following manner:

(a) From time to time, PreCheck will submit to the City a request for disbursement ("State Disbursement Request") of a portion of the State Contribution to reimburse PreCheck for statutorily eligible expenses of the Project, including building improvements (the "Qualified Expenses"). The State Disbursement Request will include copies of itemized invoices from contractors and certification of payment by an authorized representative of PreCheck.

(b) The City will process each State Disbursement Request within a reasonable time after receipt of a complete State Disbursement Request, but no later than thirty (30) days. If the City reasonably requires additional information to determine that the expenses for which reimbursement is sought are Qualified Expenses, it will promptly request such information from PreCheck. Upon receipt of sufficient confirming information from PreCheck, the City will process the request and disburse the amount requested for Qualified Expenses.

(c) PreCheck acknowledges that, if the State Contribution is not disbursed to the City in advance of PreCheck's requests for reimbursement, but instead are disbursed to the City in response to the submission of State Disbursement Requests by PreCheck to the City and by the City to the State, then processing of reimbursements may take longer than would be the case if the City received the State Contribution in advance. The City will use commercially reasonable efforts to process the State Disbursement Requests in a timely manner, and processing will take no longer than 90 days from the date of receipt by the City of the requested funds from the State or the date of receipt by the City of a complete State Disbursement Request from PreCheck, whichever is later.

4. Time Commitment. PreCheck will commence the repairs and upgrades to the Facility within 60 days of the Effective Date and thereafter diligently pursue a timely completion of the work.

5. Job Commitment and Clawbacks.

(a) **Jobs Creation Commitment.** During a 36 month period (the "Project Period"), commencing with the Effective Date, PreCheck will create and maintain a total of new 30 permanent, full-time (or full-time equivalent) jobs according to the following schedule ("Job Commitments"):

			Number of Jobs Created	
Job Title or Type	Estimated Pay Scale	At Start-up	Beginning of Year 2	Beginning of Year 3
Reference Investigator	\$11.00 per hour		15	15

For purposes of satisfying its Job Commitments, PreCheck will be required to demonstrate that it has created a permanent, full-time job. A permanent, full-time new job is defined as a job that provides 2,080 hours a year of employment paying a minimum of \$11.00 per hour. At the conclusion of year 2 (beginning of year 3), PreCheck will have satisfied its Job Commitments if it has created 15 new permanent, full-time (or full-time equivalent) jobs. At the conclusion of year 2 (beginning of year 3), PreCheck will have satisfied its Job Commitments if it has created an additional 15 new permanent, full-time jobs. PreCheck shall thereafter maintain a total of 30 permanent, full-time jobs through the Project Period. PreCheck shall only be credited for the creation of jobs performed within Otero County, New Mexico, and will not receive credit for its existing employment base, which PreCheck has represented in its LEDA application to consist of 142 permanent, full-time employees earning a minimum of \$11.00 per hour.

(b) Performance Clawbacks. If PreCheck fails to achieve the required Job Commitments prior to the expiration of the Project Period, the City may make demand repayment of the entire amount of the State Contribution.

(c) Facility Closure Clawback. Should PreCheck cease operations at its Alamogordo facility prior to the expiration of the Project Period, PreCheck shall, within ninety (90) days of the cessation of operations, pay to the City, in cash, an amount equal to the State Contribution.

(d) Unpaid Payments. Any clawbacks not paid when due shall bear interest at the rate of prime plus 3% per annum from the due date until paid.

6. Security Interest. To secure the performance of its obligations under this Agreement, PreCheck will execute a surety bond in favor of the City of Alamogordo. If PreCheck achieves the required employment and payroll thresholds prior to the expiration of the Project Period, and PreCheck continues to employ the required employees at its Alamogordo Facility as of the expiration of the Project Period, then the bond will terminate on such date.

7. Quarterly Reporting Requirements, Performance Review and Termination. At a time determined by the City, but no less frequently than quarterly, PreCheck will provide to the City data on its workforce, including copies of Form ES-903 filed with the New Mexico Department of Workforce Solutions, and such other information deemed necessary for the City to determine whether PreCheck has met its obligations under this Agreement. At the conclusion of the Project Period, the Project will be subject to a performance review and audit conducted by City staff, which will evaluate whether the Project has attained the goals and objectives set forth in Section 5 of this Agreement. PreCheck shall fully cooperate in the performance review and audit process by making all of its personnel, employees, and books and records available to the County at all reasonable times upon request. All information regarding PreCheck shall be treated in confidence to the fullest extent allowed by law; provided, however, that nothing in this Agreement shall be construed or permit or require the City to circumvent, obstruct, or fail to comply with the New Mexico Inspection of Public Records Act, §§ 14-2-1 et seq. (NMSA 1978).

9. Effective Date. This agreement will become effective when both parties have signed it. The date this agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement. *If a party*

signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement.

10. Obligation to Perform. The failure of the City to insist, in any one or more instances, upon performance of any of the terms or covenants of this Agreement shall not be construed as a waiver or relinquishment of the City's right to the future performance of any such terms and covenants, and the obligations of PreCheck with respect to such future performance shall continue in full force and effect.

11. Termination and Recovery of Appropriation.

(a) Events of Default. The following events shall constitute events of default under this Agreement:

(i) Failure of PreCheck to fulfill, in whole or in part, any obligation required by this Agreement.

(ii) Cessation by PreCheck of its garnet processing operations in Otero County.

(iii) Filing by PreCheck of a petition, case, proceeding, or other action against the City as a debtor under any debtor relief law or seeking appointment of a receiver, trustee, custodian, or liquidator of PreCheck.

(iv) The abandonment by PreCheck of all or a portion of its Otero Facility.

(v) The discovery by the City that any representation, warranty, or covenant made by PreCheck in connection with this Agreement was or has become false, materially misleading, erroneous, or breached in any material respect.

(vi) PreCheck assigns, sells, hypothecates, or transfers a majority interest in its business entity, whether in a single transaction or a series of transactions. (If PreCheck desires to assign, sell, hypothecate, or transfer a majority interest in its business entity, whether in a single transaction or a series of transactions, before expiration of this Agreement, the City retains the right to reject any and all assignments, sales, hypothecations, or transfers of any interest in PreCheck's business entity until, in the sole discretion of the City, adequate assurances are given that the assignee, buyer, hypothecatee, or transferee is a qualifying entity under the Alamogordo Economic Development Plan and that terms of this Agreement will be satisfied by the assignee, buyer, hypothecatee, or transferee.)

(b) Qualifying Entity's Response to Default. Upon the occurrence of an event of default by PreCheck specified in this Agreement, the City shall notify PreCheck in writing that an event of default has occurred under this Agreement. Within thirty (30) days of the receipt of such notice, PreCheck shall:

(i) Cause the default to be cured; or

(ii) Furnish a written response indicating:

(1) The factors which caused or contributed, in whole or in part, to the occurrence of default;

(2) The measures PreCheck has undertaken to avoid the reoccurrence of default in the future;

- (3) Whether any performance measure not achieved can still be achieved in a timeframe acceptable to the City; and
- (4) What further action PreCheck plans to take to achieve the performance measure in a timeframe acceptable to the City.

(c) City Response to Default. The City staff shall review the response furnished by PreCheck and within thirty (30) days from the receipt of such response, recommend to the City Commission whether to modify or terminate this Participation Agreement. PreCheck shall have an opportunity to make a presentation to the City Commission at any meeting where such recommendation will be acted upon. The decision of the City Commission will be final and binding. Other than the opportunity for PreCheck to make a presentation to the City Commission, in the event of default nothing herein shall be construed to limit in any way the power and authority of the City Commission to terminate this Agreement and to demand immediate repayment of the Economic Incentive, including all interest both accrued and deferred; and to foreclose upon, collect, and recover all collateral pledged by PreCheck as security for the Promissory Note if repayment is not made.

12. Effect of Termination. Except for any obligations that accrue prior to such termination or except as otherwise provided in this Agreement, which obligations shall survive the termination of this Agreement, other rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable date of termination of this Project Agreement.

13. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances of this Agreement.

14. Appropriations. The performance by the City of any of the terms, covenants, or conditions in this Agreement that the City is obligated to perform shall be subject to the availability of appropriated funds that may be lawfully used for such purpose.

15. Miscellaneous Provisions:

(a) If any legal action should be necessary for the enforcement of this Project Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provision of this Agreement, the City shall be entitled to recover its reasonable attorney fees and/or other costs incurred in that action or proceeding in addition to any other relief which the City may be entitled to under the law.

(b) The parties agree that in the event of any dispute, venue for such dispute shall be laid and established in the District court of Otero County, New Mexico and no other.

(c) City and PreCheck will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions.

CITY OF ALAMOGORDO

Date: _____

By: _____
James R. Stahle, Its City Manager

ATTEST:

Reneé L. Cantin, City Clerk

PRECHECK, INC.

Date: _____

By: _____

Its _____

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/2/2015

Report No: ■ 6

Submitted By: Ruben Segura, City Planner

Subject: Approve the final publication of Ordinance No. 1499 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. (Case Number Z-2015-0001(A)) **(Roll call vote required)** *(Ruben Segura, City Planner)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the ordinance for final publication. **(Roll call vote required)**

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?**

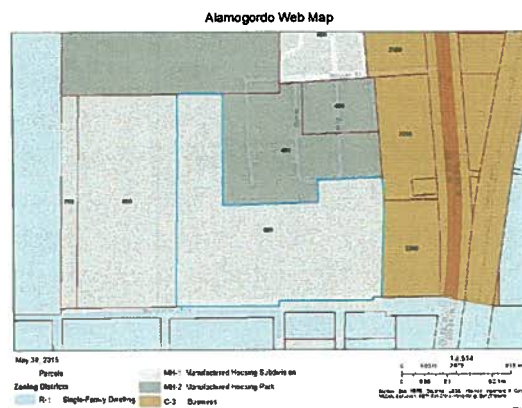
Providing rural family life at its fullest is the most appropriate use of this land. The property owners are 2nd generation and licensed contractor who can ensure buildings and fencing will be aesthetically pleasing.

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)
County of Otero) ss.

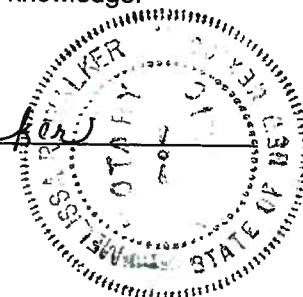
The foregoing document was subscribed and sworn to before me this 13th day of May 2015, by (Owner/s) John Fambrough, Kristine Fambrough, who stated that the information contained therein is true and correct to the best of the Owner's knowledge.

My commission Expires:

Notary Public:

June 5, 2018

Melinda Walker



OWNERSHIP BY BUSINESS

State of New Mexico)
County of Otero) ss.

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

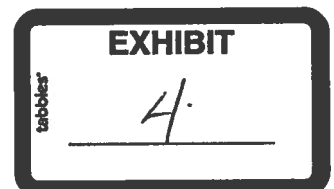
BOB A. & EDWIN MILLER
PO BOX 63
RUIDOSO DOWNS, NM 88346

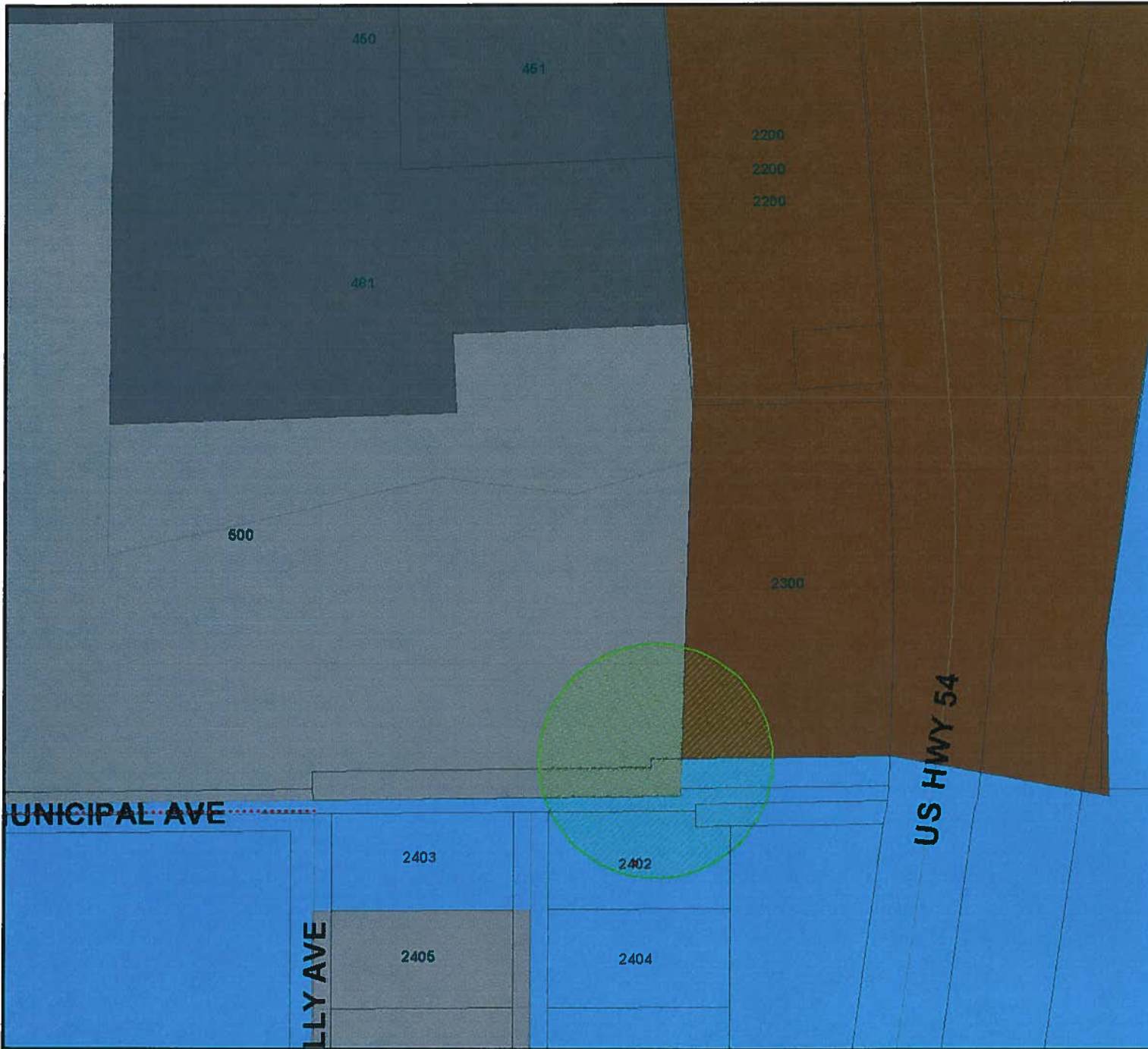
CITY OF ALAMOGORDO
1376 E. 9TH STREET
ALAMOGORDO, NM 88310

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

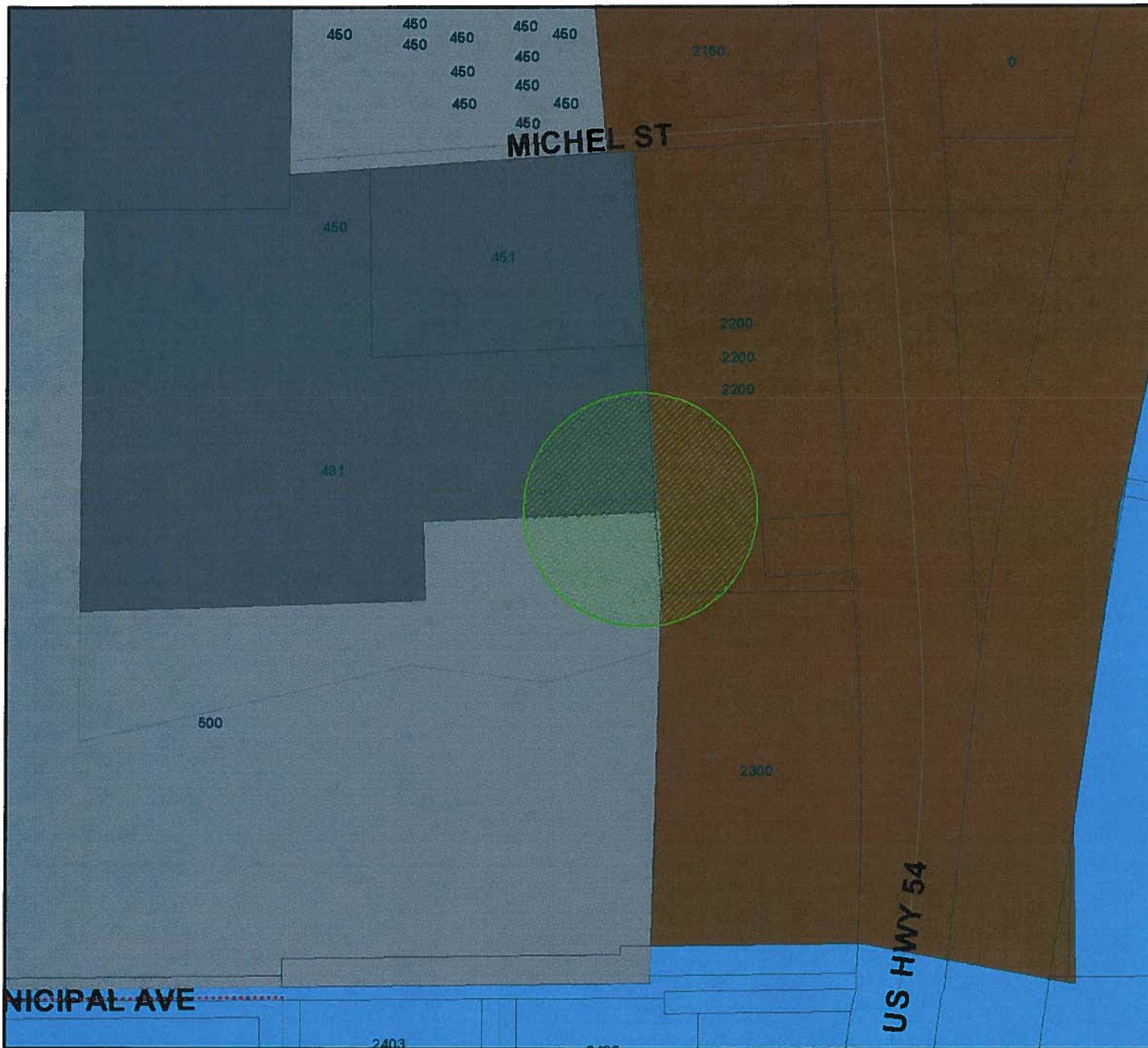




Z-2015-0001(A)

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





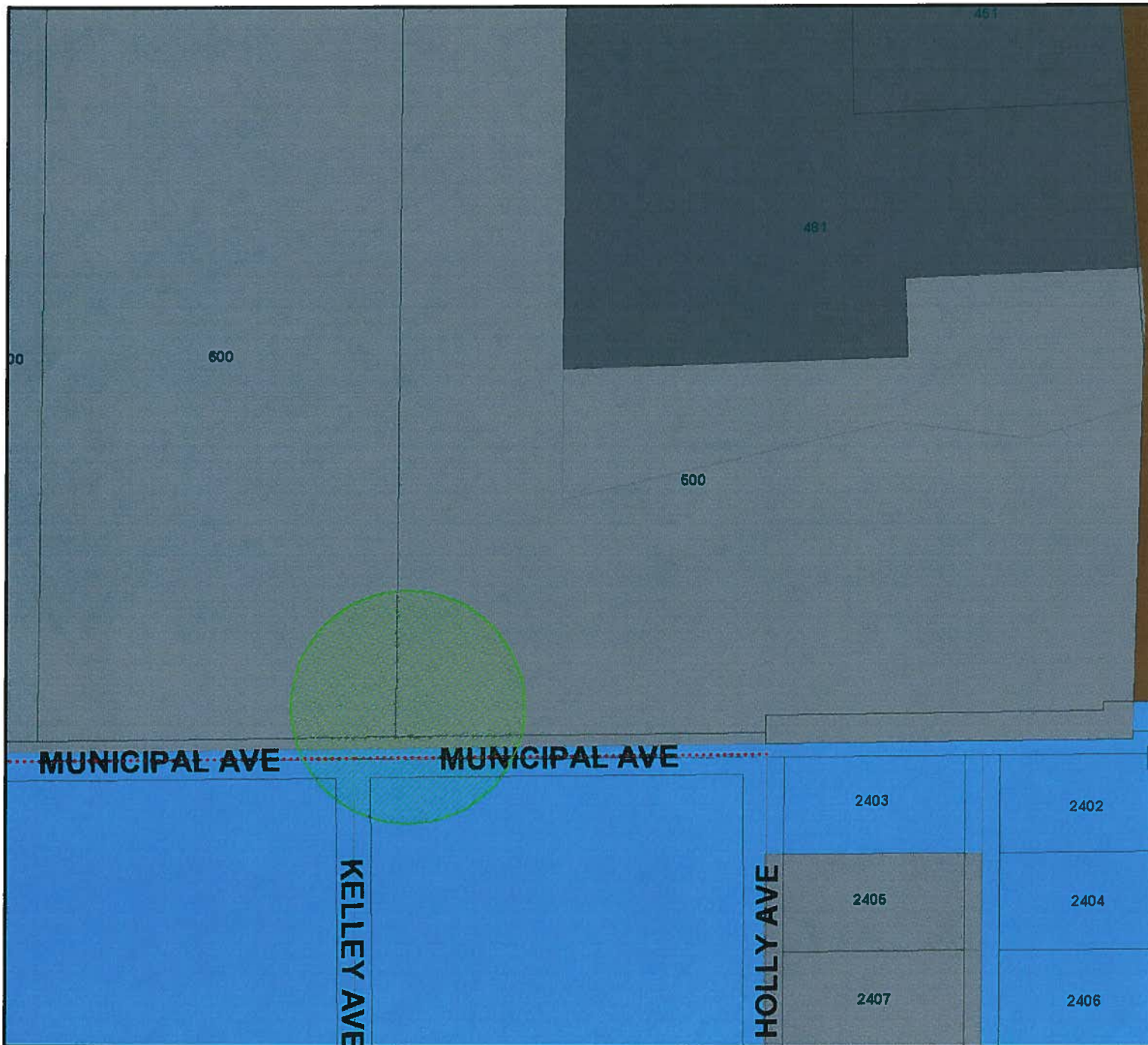
- **Address Points**
House Number
- ^ **Street Centerlines**
Street Names (Large)
- ^ **County Roads**
Road Names (Large)
- ▤ **Tax Parcels**
- ▤ **Land Use Zoning**
Zone
 - ▤ Business (C-3)
 - ▤ Industrial (M-2)
 - ▤ Light Industrial (M-1)
 - ▤ Manufactured Housing (MH-1)
 - ▤ Manufactured Housing Park (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. = 251.7 feet





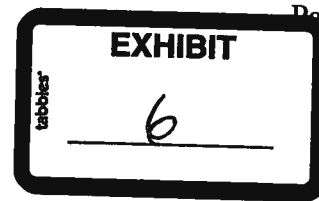
- **Address Points**
House Number
- **Street Centerlines**
Street Names (Large)
- **County Roads**
Road Names (Large)
- ▭ **Tax Parcels**
- ▭ **Land Use Zoning**
Zone
 - ▭ Business (C-3)
 - ▭ Industrial (M-2)
 - ▭ Light Industrial (M-1)
 - ▭ Manufactured Housing (MH-1)
 - ▭ Manufactured Housing Park (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)

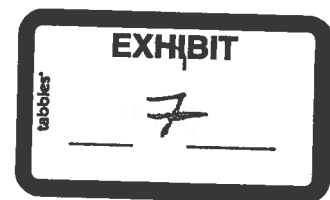
If written protest, signed by owners of twenty (20) percent of the land (exclusive of streets, alleys and other public rights-of-way) within two hundred (200) feet of the area to be rezoned, is filed against the proposal.

(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.

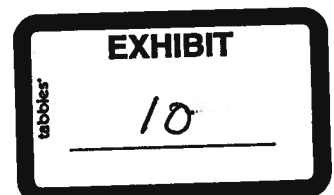
Service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are 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



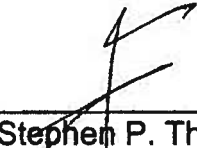


Renee L. Cantin, City Clerk

By: 

Susie Galea, Mayor

APPROVED AS TO FORM:

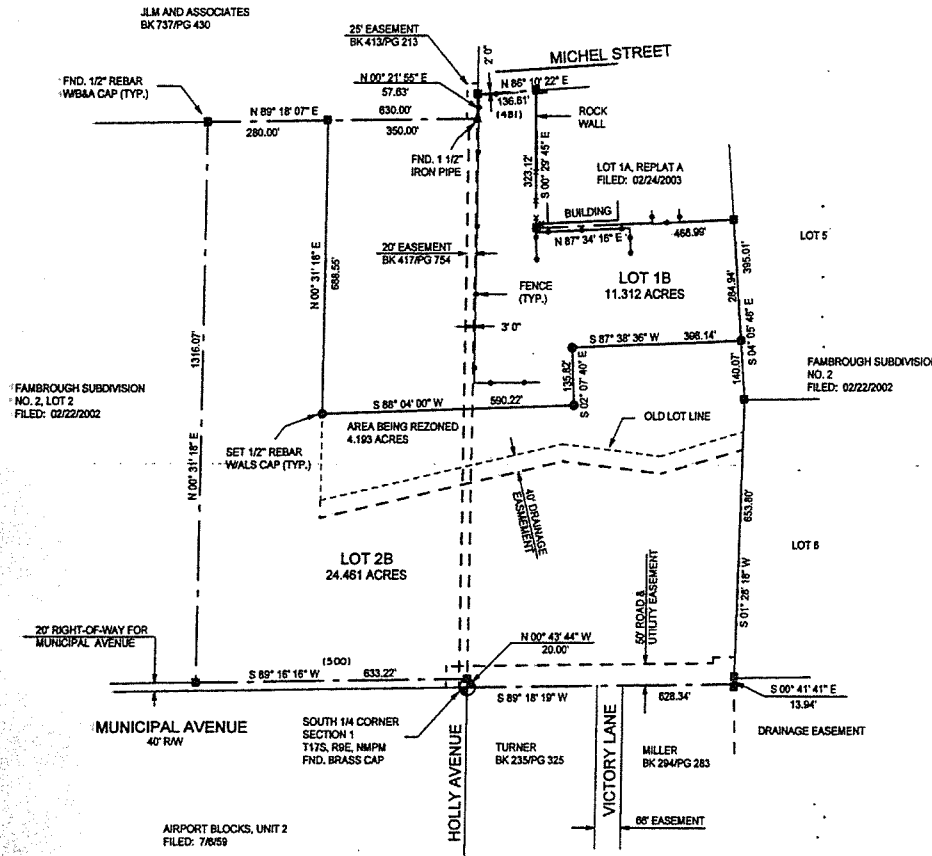


Stephen P. Thies, City Attorney

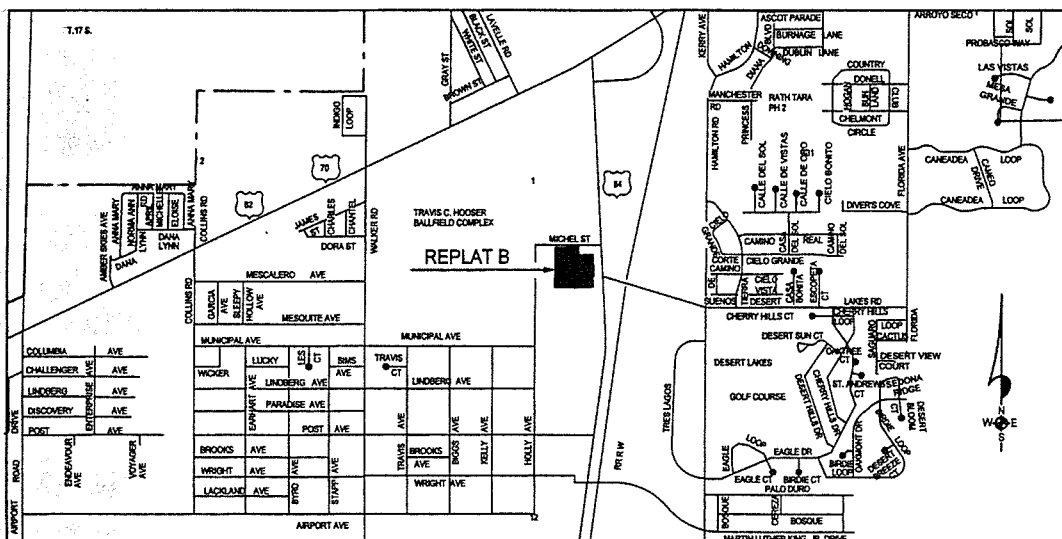
First publication approval: 03/10/2015
First publication: 03/15/2015
Final publication approval: 04/14/2015
Final publication: 04/19/2015
Effective Date: 04/24/2015

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.



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.

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.
[Signature] CITY MANAGER
ATTEST: *[Signature]* 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.
[Signature]
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 3:40 O'CLOCK P. M., THIS 23 DAY OF Oct., 2008.
RECEIVED BY Robyn Holmes COUNTY CLERK BY: Chris Jensen
RECEPTION NO. 200810333 BOOK 68 PAGES 57-58



ALAMOTERO
LAND
SURVEYS, P.C. PROFESSIONAL LAND SURVEYORS
1101 NORTH FLORIDA AVENUE
ALAMOGORDO, NEW MEXICO
PHONE 575-437-7074 FAX 575-437-7075
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EXHIBIT
5

972

ORDINANCE No. 1499

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS 500 MUNICIPAL AVENUE FROM THEIR PRESENT DESIGNATION AND ZONING DISTRICT OF MH-1–MANUFACTURED HOUSING TO RE-RESIDENTIAL ESTATES, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, John & Kristine Fambrough (hereinafter referred to as "the Owners") are the owners of certain real property commonly known as 500 Municipal Avenue and legally described below (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

WHEREAS, an application has been filed in the Owner's names under Case No. **Z-2015-0001(A)** to change the zoning of the Property, and

WHEREAS, the Planning and Zoning Commission, after notice and hearing did recommend to the City Commission adoption of an ordinance amending the zoning map by removing the Property from the present designation and zoning district of MH-1, Manufactured Housing District to RE, Residential Estates District; and

WHEREAS, the City Commission, after notice and hearing, finds and determines that the application for re-zoning of the Property is in the public interest and is consistent with proper development of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION, THAT the zoning of the Property, which is more fully described below:

Fambrough Subdivision 2, Replat B, Lot 2B

is hereby changed from MH-1, Manufactured Housing District to RE, Residential Estates District; and the official zoning map and comprehensive plan of the City are hereby amended

to reflect this change.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2015

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

By: _____
Susie Galea, Mayor

ATTEST:

Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

First publication approval: 06/23/2015

First publication: 06/28/2015

Final publication approval: 07/14/2015

Final publication: 07/19/2015

Effective Date: 07/24/2015

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/1/2015

Report No: ■ 7

Submitted By: Matt McNeile, Assistant
City Manager

Subject: Approve a grant agreement with NM Aging & Long Term Services Department or Senior Volunteer Programs in the amount of \$176,730. *(Matt McNeile, Assistant City Manager)*

Fiscal Impact: Amount budgeted is \$151,730. Amount contracted is \$176,730.

Amount Budgeted: \$151,730.00

Fund: 075-0000-317-1640, 075-0000-317-1641, 075-0000-317-1642

Additional Fiscal Impact: RSVP

Amount budgeted is \$26,000. Contracted amount is \$41,000.

SCP

Amount budgeted is \$68,000. Contracted amount is \$68,000.

FGP

Amount budgeted is \$57,730. Contracted amount is \$67,730.

Recommendation: Approve State contract

Background: The \$176,730 is the annual contract between the NM Aging and Long-Term Services Department for Senior Volunteer Program programs. This funding is increased by \$25,000. The Senior Volunteer Programs receives this State funding for RSVP, SCP and FGP programs.

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT #16-624-4000-0014

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the “Department,” and **City of Alamogordo**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Department and collectively as the “Parties.”

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

B. The Department shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 2.

2. Compensation.

A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$176,730.00 as listed in Attachment 3. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Department when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the Parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Department. All invoices **MUST BE** received by the Department no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date will not be paid.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Department finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after

the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Department shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

For purchases funded by state or federal grants to the Contractor, if the Contractor has not received the funds from the federal or state funding Department, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding Department.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT. This Agreement shall terminate on June 30, 2016, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) or for any other reason allowed by law. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Grounds. The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement.

B. Notice; Department Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Department does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Department does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Department; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Department's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

This provision is not exclusive and does not waive the Department's other legal rights and remedies caused by the Contractors default/breach of this Agreement.

D. Termination Management. Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Department upon termination and shall be submitted to the Department as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Department proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Department and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax, unless the contract is between two public entities. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Department.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Department. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Department.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Department employee while such employee was or is employed by the Department and participating directly or indirectly in the Department's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Department.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Department relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Department and notwithstanding anything in the Agreement to the contrary, the Department may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Department proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Department.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Department, the Department of Finance and Administration and the State Auditor. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Department an audit conducted by a certified public accountant in compliance with the Single Audit Act.

20. Indemnification.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Department: Carmela Martinez
Aging and Long Term Services Department
PO Box 27118
Santa Fe, NM 87502

To the Contractor: City of Alamogordo
2201 Puerto Rico Ave.
Alamogordo, NM 88310

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

EXECUTED AND AGREED TO by signatures below.

By: _____
Aging and Long-Term Services Department

Date:_____

By: _____
ALTSD's Legal Counsel – Certifying legal sufficiency

Date:_____

By: _____
ALTSD's Chief Financial Officer

Date:_____

By: _____
Contractor

Date:_____

Attachment 1- Scope of Work
City of Alamogordo

A. PURPOSE

The purposes of the Volunteer Program(s) are to provide meaningful opportunities for older adults to engage in their communities and help address critical community needs.

1. The types of volunteer programs are as follows:
 - a. The **Foster Grandparent Program (FGP)** is authorized under Title II, Part B, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental or emotional problems of children, less than 21 years of age, with special or exceptional needs.
 - b. The **Senior Companion Program (SCP)** is authorized under Title II, Part C, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to older adults with health and functional limitations to enable them to remain as independent as possible in their own homes.

Both the **Foster Grandparent Program (FGP)** and **Senior Companion Program (SCP)** engage persons aged 55 and older, particularly those with limited incomes, in volunteer service to meet critical community needs and to provide a high quality experience to enrich the lives of the volunteers.

- -
 - c. The **Retired and Senior Volunteer Program (RSVP)** secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. The Retired Senior Volunteer Program (RSVP) is authorized under Title II, Part A, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older to engage in volunteer activities designed to meet critical community needs.

B. POPULATIONS TO BE SERVED

1. The **FGP** volunteers will serve children under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, in order to maintain or improve the children's health status and psychosocial functioning.

2. The **SCP** volunteers will serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.
3. The **RSVP** volunteers will serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

C. RESPONSIBILITIES OF THE CONTRACTOR

1. Program Requirements:

- a. The Contractor must be designated as an official Senior Corps program through the federal Corporation for National and Community Service (CNCS) in the proposed service area(s).
- b. The Contractor shall administer one, two, or all three volunteer programs, in one or more service areas, in accordance with the finalized, fully executed contract.
- c. The Contractor shall comply with all current rules and regulations pursuant to the Laws of the State of New Mexico (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), NM ALTSD policies and procedures, and CNCS federal statutes, regulations and guidelines applicable to each of the volunteer programs.
- d. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to: management, supervision, service provision coordination, accounting, data collection and reporting.
- e. The Contractor shall be responsible for outreach, recruitment and placement of volunteers with volunteer stations. The placement of volunteers must be governed by a Memorandum of Understanding between the Contractor and the volunteer station(s).
- f. The Contractor shall work closely with the volunteer station(s) to develop an assignment plan which clearly outlines each volunteer's activities and is mutually agreed upon by the Contractor, volunteer station and volunteer.
- g. The Contractor shall comply with the National Service Criminal History Check requirements for volunteers and employees, as mandated by CNCS. All required

Criminal History Checks will be completed at the contractor's expense. These Checks are an allowable expense under the contract.

- h. The Contractor shall ensure that each volunteer meets the eligibility criteria as specified by CNCS program guidelines as required in the federal program regulations.
- i. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers.
- j. The Contractor shall plan and implement recognition events for volunteers.

2. Fiscal Requirements:

- a. The Contractor shall submit an annual budget and justification for each program to coincide with awarded amounts within 30 days of the award of the contract. Separate budgets, justifications and program plans are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.
- b. The Contractor shall abide by all grant conditions set out in the Notice of Grant Award (NGA) and attached hereto and hereby incorporated by reference.
- c. The Contractor shall submit to the NM ALTSD on a monthly basis a Request for Reimbursement and Service Data Report utilizing the form provided by the NM ALTSD. The request for reimbursement shall be due the 12th day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due as requested each year. Every third monthly request for reimbursement report must reflect the expenditure of a minimum of one quarter of the annual contract appropriation until all funds are spent. Failure to expend at least one quarter of the annual contract appropriation each quarter (until all funds are spent) may result in sanctions, up to and including reduction in the contract appropriation. All requests for reimbursement must include supporting documentation from the entity's accounting system, as well as a year-to-date service data report capturing all service data for New Mexico through the previous month.
- d. The Contractor shall submit to the NM ALTSD, as necessary, any Budget Adjustment Request(s) (BARs) for review and approval. No BARs may be submitted to the NM ALTSD later than March 31st.

3. Reporting Requirements:

- a. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year, using a standardized reporting form provided by the NM ALTSD. The due dates for the reports are as follows:

1. **February 1st for the period July 1-December 31**

2. **August 1st for the period January 1- June 30**

- b. The Contractor shall submit quarterly volunteer data reports for the contract year utilizing the Quarterly Data template provided by the NM ALTSD. Each report is due no later than the 25th of the month following the end of the quarter for which data is being reported.

D. SERVICE PROVISION / PERFORMANCE MEASURES

1. The Aging and Long Term Services Department has adopted the CNCS Volunteer Program Handbooks based on federal regulations for each respective program as the operating standards for state funded projects.

The Contractor will provide the following services in accordance with the final, fully executed contract and monitored through the Contractor's submission of Monthly Requests for Reimbursement, Quarterly Reports, and Narrative reports, and ALTSD annual program monitoring reviews:

- a. **Foster Grandparent Program (FGP):** Recruit and place a minimum of 12 VSY's in schools, child care centers and other congregate settings for children, to provide a minimum of 12,528 hours of service during the contract period.

The goals of the Foster Grandparent Volunteer Programs are to:

Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development, thereby helping them attain independent living.

- b. **Senior Companion Program (SCP):** Recruit and place a minimum of 10 VSY's in the homes of frail and disabled elders, to provide a minimum of 10,440 hours of service during the contract period.

The goals of the Senior Companion Program are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

- c. **Retired Senior Volunteer Program (RSVP):** Recruit and place a minimum of 244 volunteers in a variety of community placements, to provide a minimum of 164,944 hours of service during the contract period.

The goals of the Retired Senior Volunteer Program are to:

Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable communities to enhance their efforts in meeting identified needs by making use of the skills of senior volunteers.

Attachment 2-Responsibilities of the Department
City of Alamogordo

RESPONSIBILITIES OF THE NM ALTSD

1. NM ALTSD staff will provide programmatic and fiscal technical assistance in a timely manner to the Contractor as necessary and upon request.
2. NM ALTSD staff will conduct periodic site visits, at the Department's discretion, to evaluate progress, identify best practices or problem areas and determine actions to be taken by parties to resolve any problems that may be identified.
3. NM ALTSD staff will conduct annual on-site program and fiscal monitoring reviews of the Contractor and provide the Contractor with detailed reports of findings. NM ALTSD Senior Services Bureau staff will schedule reviews at mutually convenient times, and will provide the Contractor with the monitoring tools prior to the review. NM ALTSD shall be granted reasonable access to the Contractor and volunteer station(s) premises and program related records (both electronic and hard copy).
4. NM ALTSD will disburse state volunteer program funds to the Contractor, on a reimbursement basis, upon receipt of complete and accurate monthly Requests for Reimbursement and required program and data reports.
5. NM ALTSD staff will certify monthly Contractor Requests for Reimbursement, which are subject to approval by the designated NM ALTSD Senior Services Bureau Program Manager, to ensure that expenditures meet all federal and state requirements.

Attachment 3- Budget
City of Alamogordo

The Volunteer Programs identified below shall be provided based on the assessed need of the community and individuals receiving services under this contract. The amount payable under this Contract shall be:

PROGRAM	AMOUNT
Foster Grandparent Program	\$67,730.00
Senior Companion Program	\$68,000.00
Retired Senior Volunteer Program	\$41,000.00

The total amount payable under this Contract shall not exceed \$176,730.00.00.

DEPARTMENT OF FINANCE AND ADMINISTRATION

AGENCY CERTIFICATION

Aging and Long Term Services Department hereby certifies the following in regard to the attached contractual agreement between the Agency and

_____ (Contractors Name)

- 1) This Contractor is NOT a **former state employee**.*
- 2) This Contractor is NOT a **current state employee** or a **legislator** or the **family member** of a current state employee or legislator, or a **business** in which a current state employee or legislator or family member of the current state employee or legislator has an interest of greater than 20%.*

PLEASE NOTE: No contract may be awarded to a current state employee or legislator, or to a family member of a current state employee or legislator, or to a business in which any of these persons has an interest greater than 20% unless such contract is awarded pursuant to the Procurement Code, except such persons or businesses cannot be awarded a contract through a sole source or small purchase. (See Section 10-16-1 through 10-16-18 NMSA 1978 for further information.)

- 3) This Contractor is a (check one): FOR PROFIT VENDOR _____
 NOT FOR PROFIT VENDOR _____
- 4) This PSA DOES COMPLY with the Governor’s Guidelines for Contract Review and Re-Evaluation and IS an essential contract for the Agency.

Signature of Agency Representative**

Date

I certify that the information stated in paragraphs 1-3 is true.

Signature of Contractor

Date

*If the Contractor is covered by one of these categories, please contact your CRB Analyst for the required procedures for processing.

****Must be an authorized signatory for the Agency.**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: NONE
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

Aging and Long-Term Services Department

Suspension and Debarment Form

Suspension and Debarment

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the Aging and Long-Term Services Department (ALTSD), the Contractor certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the ALTSD relied when this contract was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

(1) The Contractor shall provide immediate written notice to the ALTSD's Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.

(2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the ALTSD, the ALTSD may terminate the contract.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the ALTSD when it requests subcontractor approval from the ALTSD. If the subcontractor, or its

principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the ALTSD may refuse to approve the use of the subcontractor.

OFFEROR: _____

SIGNED By: _____

TITLE: _____ **DATE:** _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/13/2015

Report No: 8

Submitted By: Ruben Segura, City
Planner

Subject: Consider, and act upon, a request to vacate a 30' Drainage Easement at the Southwest corner of 300 Casa de Sueños Case: M-2015-0004 (A). *(Ruben Segura, City Planner)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends the approval of M-2015-0004(A) to vacate the thirty foot (30') drainage easement at the southwest corner of 300 Casa de Sueños. Planning and Zoning made a motion to approve case M-2015-0004(A) with the conditions that French Brothers would comply with staff recommendations.

Staff recommendations: Approval of M-2015-004 (A) vacate the thirty (30) foot drainage easement in the Casa de Sueños Subdivision, Unit 9 between lot 1 and Tierra de Sueños (Street) with the condition that a sidewalk be constructed along Tierra de Sueños to allow for pedestrian access.

Background: Lot one (1) and lot two (2) of the Tierra de Sueños Subdivision were originally donated to the City of Alamogordo as part of a six (6) acre lot for a park as part of the Tierra de Sueños Subdivision, but were subsequently divided as a separate lot as a result of a realignment of Casa de Sueños (street). In 2007 the developer, French Brothers, Inc., requested a vacation and reversion of lot one (1) and lot (2) from the City of Alamogordo, if the City did not have any intentions of developing these lots. The City of Alamogordo agreed and the plat was approved by the City of Alamogordo Planning and Zoning Commission and City Commission. At the time the land reverted back, the portion of the thirty (30) foot drainage easement at issue in the current vacation request was not included.



June 2, 2015

Mr. Jim Stahle
City Manager
City of Alamogordo

Ref: Tierra de Suenõs Unit 9 Easement

Mr. Stahle

We have an issue that requires the attention of the Commission. Tierra de Suenõs Inc. (now French Holdings LLC) was the developer of the Tierra de Suenõs subdivision. Below is the brief history of the development.

Tierra de Suenõs Unit 1 was approved August, 1994

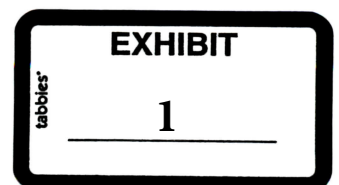
Tierra de Suenõs Unit 3 was approved July, 1999. This included the dedication of a 30' easement along the east side of Tierra de Suenõs street. See attached plat

Tierra de Suenõs Unit 5 was approved January 2003. This included a dedication of 6.4 acres to be used as a park. See attached plat. The required dedication for the total Tierra de Suenõs subdivision at that time was approximately 1.6 acres. The difference in the land dedication of 4.8 acres was to be held as a credit for future developments by Tierra de Suenõs Inc.

Tierra de Suenõs Unit 8 was approved in May 2005. See attached plat. Unit 8 was not part of the original development plan. The land dedication requirement for this unit was approximately 1.2 acres, leaving a balance of 3.6 acres credit to Tierra de Suenõs Inc.

In 2007, we ascertained from the City that the City had no intentions of developing the portion of the park dedication on the south side of Casa de Suenõs Street. So in accordance with the City of Alamogordo Code of Ordinances 22-01-110(a) we requested that the part of the park dedication on the south side of the Casa de Suenõs street revert back to the developer. Although not required by the ordinance, Tierra de Suenõs Inc. installed the city sidewalk on the north side of Casa de Suenõs street, adjacent to the Tierra de Suenõs park at that time.

The City Commission agreed. The plat was prepared and Tierra de Suenõs Unit 9 was approved in December 2007. All of the expenses for the plat preparation were born by the developer.



A home was built and sold on lot 2 shortly after. Lot 1 was sold but never constructed on. In 2015 French Brothers reacquired Lot 1 and was contracted to construct a house on it. That is when we discovered that the drainage easement had not reverted back to the developer.

We believe that there was a misunderstanding as to what was being given back to us, the developer. We, the developer, understood that all of the vacant property on the south side of Casa de Suenos was reverting back to us. We believe that the City thought this as well. The surveyor did not understand that the south portion of the 30' easement was to be included in this reversion.

We, the developer, can offer no written notes as to this transaction with the City. It was a fairly simple transaction, all of which complied with both the spirit and the letter of the subdivision ordinance.

Because we, the developer, have given far more property to the City than required by ordinance for this development, and have installed city sidewalks to the benefit of the City, and because doing so would be within the spirit of the ordinance, we ask that the City abandon the drainage easement in favor of French Brothers Inc.

French Brothers has just installed the city sidewalk adjacent to both Tierra de Suenos and Casa de Suenos on this easement, thereby relieving the city of this cost. The current drainage easement is not needed for drainage, or any other reason, by the City. French Brothers will then dedicate this to the adjacent property owner for future care and maintenance. We believe that this is in the best interest of both the City and the current homebuyer.

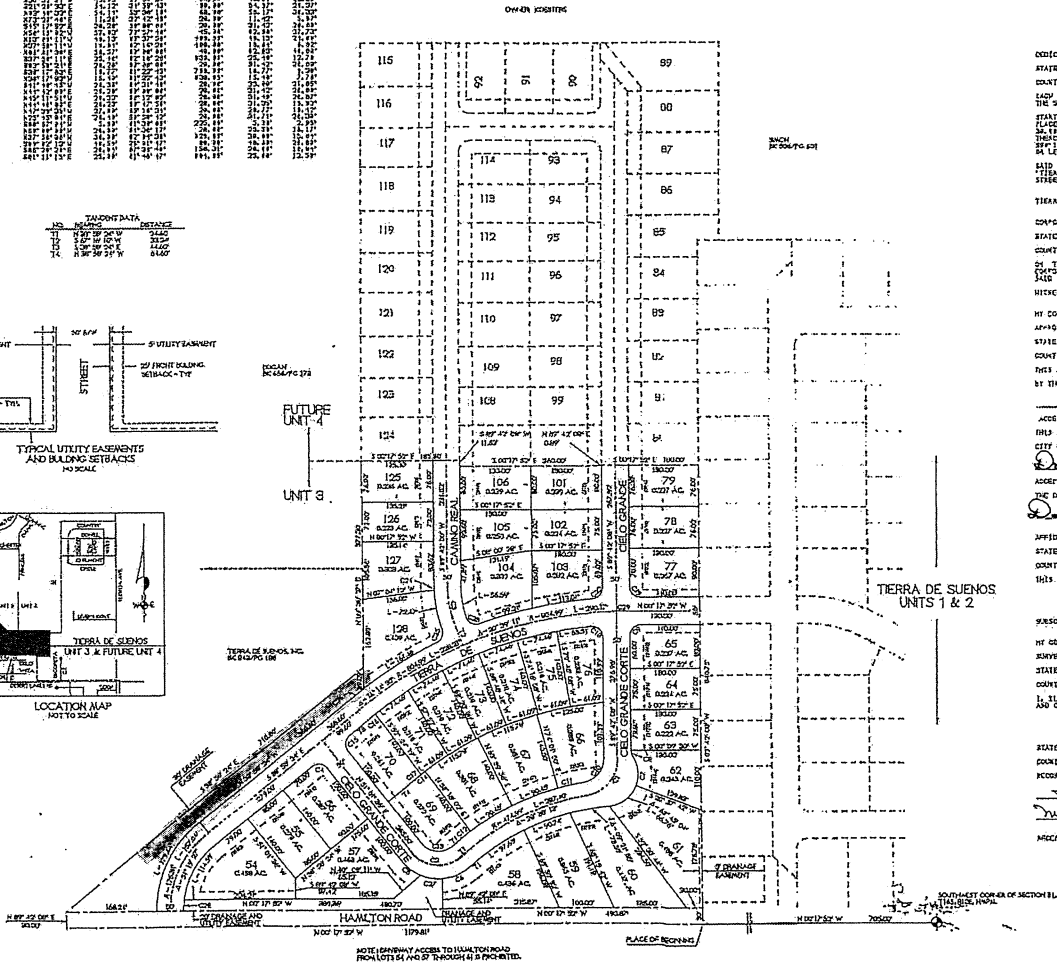
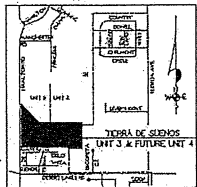
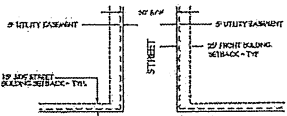
Sincerely

Tommy L. French

OTERO COUNTY, NEW MEXICO

[illegible]

TANGENT DATA			
NO.	HEADING	DISTANCE	
T1	N 30° 39' 20" W	24.60	
T2	S 67° 10' 10" W	33.20	
T3	S 30° 39' 20" E	44.00	
T4	N 30° 39' 20" W	61.60	



NOTE
BOOK AND PAGE NUMBERS RETURNED TO
ARE OF THE RECORDS OF OTERO COUNTY,
NEW MEXICO, OBTAINED FROM THE FILE
OF THE OTERO COUNTY ASSASSIN'S OFFICE.

BURKE & ASSOCIATES, P.C.

CONSULTING ENGINEERS -
SURVEYORS
1909 CUBA AVE, SUITE 6
SANDGORDO, NEW MEXICO
50841

DECLARATION

STATE OF NEW MEXICO
COUNTY OF OTTER[illegible]

SAID OWNER IN ACCORDANCE WITH HIS FREE WILL AND DESIRE, DO HEREBY CAUSE THE ABOVE DESCRIBED LAND TO BE SURVIVIZED AND PLATTED TO BE DESIGNATED AS "STREETS DE SUREZOS, UNIT 3, ALAMODOR, CIENFO COUNTY, NEW MEXICO, AS SHOWN ON THE FOREGOING PLAT, AND I REQUEST THAT THIS PLAT DO CAUSE ALL OF THE STREETS AND EASEMENTS WITHIN THE BOUNDS OF THE ABOVE DESCRIBED TRACT OF LAND TO BE DEDICATED TO THE USE AND BENEFIT OF THE PUBLIC.

TIERRA DE SENS, INC. James A. Trench
21. JESSE L. TRENCH, VICE-PRESIDENT

COMPOSITE ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF DECATUR

ON THIS 16 DAY OF July, 1993, BEFORE ME PERSONALLY APPEARED JAMES R. FRENCH, VICE-PRESIDENT, TIGRIS DR. BUSINESS, INC., A NEW MEXICO CORPORATION, OR BENEFIT OF SAID CORPORATION, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED THAT HE EXECUTED SAID INSTRUMENT AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND SEAL OF THIS DAY AND YEAR LAST WRITTEN ABOVE.

[Signature]

WITNESSES AT HAND AND SEAL OF THIS DAY AND YEAR LAST WRITTEN ABOVE.

NY COMPLETION DATE: 3-10-2003

APPROVAL OF THE
STATE OF OHIO

STATE OF NEW YORK
COUNTY OF ORANGE

THIS PLAT OF "T
BY THE A. C. MORRIS

BY THE ALABAMA JUDICIAL PLAN AND CODE COMMISSION.

.....11/1..... CHINA

ACCEPTANCE OF THE ALAMOGORDO CITY COMMISSION

THIS PLAT OF "TIGER" DE SERRAS, UNIT 2, ALAMOGORDO, GREGG COUNTY, NEW MEXICO, WAS ON THIS 22nd DAY OF JULY, 1995, DRAFTED BY THE CITY COMMISSION OF THE CITY OF ALAMOGORDO, NEW MEXICO, AND WAS APPROVED BY A MAJORITY OF THE MEMBERS.

Donald E. Small MAYOR Ernest J. Smith ATTEST CITY CLERK

ACCEPTANCE OF STREETS AND EASEMENTS

THE DEDICATION OF THE STREETS AND PLACEMENTS SHOWN HEREON IS ADOPTED BY THE CITY OF ALBUQUERQUE THIS 22ND DAY OF June 1913.

ATTEST: [Signature] CLERK

AFFIDAVIT

STATE OF MI

THIS DIVISION DOES LIE WITHIN THE PLACING OR PLATTING JURISDICTION OF THE CITY OF ALBUQUERQUE, NEW MEXICO.

Robert J. Kennedy SUBMIT

30 and 31 of 1951 and 1952. *Paul*

RESUBMITTED AND SHOWN TO BEFORE ME THIS 1st DAY OF January 1998.

we acknowledge receipt 3-10-2003 Sam E. Allen, Jr. NOTARY PUBLIC

NY COMMISSION EXPIRES 3-22-2003 Richard A. Long REGISTAR PUBLIC

INVESTOR CERTIFICATE

STATE OF NEW MEXICO 156
 National and Foreign

1. I, ILAD ZIFERALE, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR, CERTIFIES THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEETS THE NITELM STANDARDS FOR SURVEYING IN NEW MEXICO.

Khatti

STATE OF NEW MEXICO

COUNTY OF CRENS } SE

RECORDED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO RECORDER OF BERNILLO COUNTY, NEW MEXICO AT 10:05 O'CLOCK, A.M., THIS 26 DAY OF SEP.

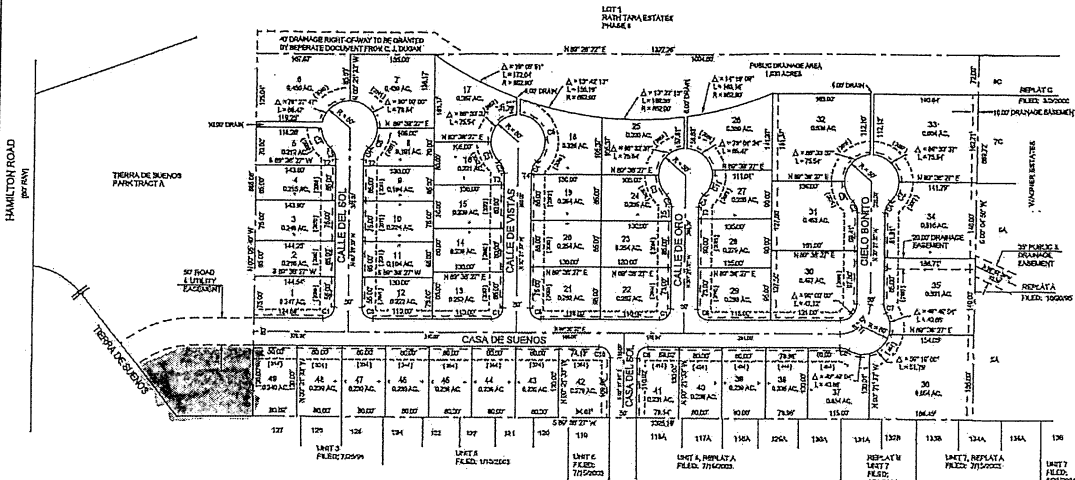
July 1899.

Mary Jo Quintana DUNN CLOAK BY John A. Miller

RECEPTION NO. 9129 NOC 53 PAGE(S) 94-95

ΕΠΙΧΕΙΡΗΣΙΑΚΟ ΠΡΟΓΡΑΜΜΑ

TIERRA DE SUEÑOS, UNIT 8 ALAMOGORDO OTERO COUNTY, NEW MEXICO

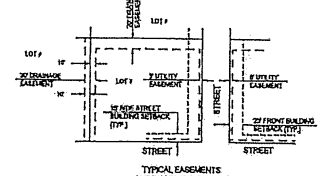
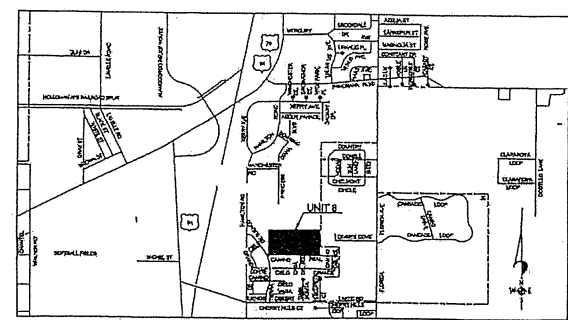


CURVE DATA

NO.	CENTRAL ANGLE	CHORD BEARING	POINTS	LENGTH	TANGENT	CHORD
C1	30° 00' 00"	N 44° 30' 00" E	30.00	31.42	31.42	31.42
C2	40° 34' 00"	N 27° 38' 54" W	30.00	24.36	18.97	22.12
C3	40° 34' 00"	N 27° 38' 54" W	30.00	41.14	18.97	22.12
C4	40° 34' 00"	N 27° 38' 54" W	30.00	24.36	18.97	22.12
C5	122° 02' 40"	N 27° 38' 54" W	14.00	118.18	118.18	118.18
C6	09° 01' 00"	N 44° 30' 00" E	30.00	31.42	31.42	31.42
C7	30° 00' 00"	N 44° 30' 00" E	30.00	31.42	31.42	31.42
C8	30° 00' 00"	N 44° 30' 00" E	30.00	31.42	31.42	31.42
C9	30° 00' 00"	N 44° 30' 00" E	30.00	31.42	31.42	31.42
C10	30° 00' 00"	N 44° 30' 00" E	30.00	31.42	31.42	31.42
C11	30° 00' 00"	N 44° 30' 00" E	30.00	31.42	31.42	31.42

TANGENT DATA

NO.	BEARING	DISTANCE
T1	S 40° 27' 32" E	48.87
T2	S 80° 27' 32" E	11.87
T3	S 80° 27' 32" E	21.87
T4	S 80° 27' 32" E	1.87
T5	S 40° 27' 32" W	28.87



ALAMOTERO PROFESSIONAL LAND SURVEYORS
1101 NORTH LINDA AVENUE
ALAMOGORDO, NEW MEXICO
PHONE 384-0701 FAX 384-0703
© 2004 ALAMOTERO LAND SURVEY, P.C.

DEDICATION
STATE OF NEW MEXICO
COUNTY OF OTERO

KNOW ALL MEN BY THESE PRESENTS THAT FRENCH BROTHERS, INC., A NEW MEXICO CORPORATION, IN THE OWNER AND PROPRIETOR OF LOT 2, RAY TAMA ESTATE, IN & AS, ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

Said owner, in accordance with NEW MEXICO LAW AND DEEDS, DOES HEREBY CAUSE THE ABOVE LOT TO BE RESUBDIVIDED AND REPLATED, TO BE DESIGNATED AS "TERRA DE SUEÑOS, UNIT 8", ALAMOGORDO, OTERO COUNTY, NEW MEXICO, AS SHOWN ON THE FOREGOING PLAT, AND IN ACCORDANCE WITH THE PLAT TO CAUSE ALL OF THE STREETS AND EASEMENTS WITHIN THE BOUNDS OF THE ABOVE DESCRIBED LAND TO BE DEDICATED TO THE USE AND BENEFIT OF THE PUBLIC.

FRENCH BROTHERS, INC. BY James V. French (PRESIDENT)
CORPORATE ACKNOWLEDGMENT
STATE OF NEW MEXICO
COUNTY OF OTERO

ON THIS 10th DAY OF May, 2004, BEFORE ME PERSONALLY APPEARED JAMES V. FRENCH, PRESIDENT, FRENCH BROTHERS, INC., A NEW MEXICO CORPORATION, ON BEHALF OF SAID CORPORATION, PERSONALLY TO ME TO BE THE PERSON WHO DEDICATED THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED THAT HE DEDICATED SAID INSTRUMENT AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE.

MY COMMISSION EXPIRES 11/10/06 Johnnie NOTARY PUBLIC

APPROVAL OF THE ALAMOGORDO PLANNING AND ZONING COMMISSION
STATE OF NEW MEXICO
COUNTY OF OTERO

THIS PLAT OF "TERRA DE SUEÑOS, UNIT 8", ALAMOGORDO, OTERO COUNTY, NEW MEXICO WAS ON THE 10th DAY OF April, 2004, SUBMITTED AND APPROVED BY THE ALAMOGORDO PLANNING AND ZONING COMMISSION.

James V. French CHAIRMAN, ATTEST: Lida Sandoval RECORDING SECRETARY
ACCEPTANCE OF THE ALAMOGORDO CITY COMMISSION
THIS PLAT OF "TERRA DE SUEÑOS, UNIT 8", ALAMOGORDO, OTERO COUNTY, NEW MEXICO, WAS ON THE 10th DAY OF April, 2004, SUBMITTED TO THE CITY COMMISSION OF THE CITY OF ALAMOGORDO, NEW MEXICO, AND WAS APPROVED BY A MAJORITY OF THE MEMBERS.

Donald E. Powell MAYOR, ATTEST: Carmona Chien for CITY CLERK
ACCEPTANCE OF STREETS, DRAINAGE AREAS AND EASEMENTS
THE DEDICATION OF THE STREETS, DRAINAGE AREAS AND EASEMENTS SHOWN HEREON IS ACCEPTED BY THE CITY OF ALAMOGORDO ON THE 10th DAY OF April, 2004.

Donald E. Powell MAYOR, ATTEST: Carmona Chien for CITY CLERK

AFFIDAVIT
STATE OF NEW MEXICO
COUNTY OF OTERO

I, Blair P. C. SURVEYOR
SUBSCRIBED AND SWORN TO before me this 10th DAY OF May, 2004.

MY COMMISSION EXPIRES 7-10-2006 Johnnie NOTARY PUBLIC

SURVEYOR CERTIFICATE
STATE OF NEW MEXICO
COUNTY OF OTERO

I, Blair P. C. A NEW MEXICO LICENSED PROFESSIONAL SURVEYOR, CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS 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 STANDARD FOR SURVEYS IN NEW MEXICO.

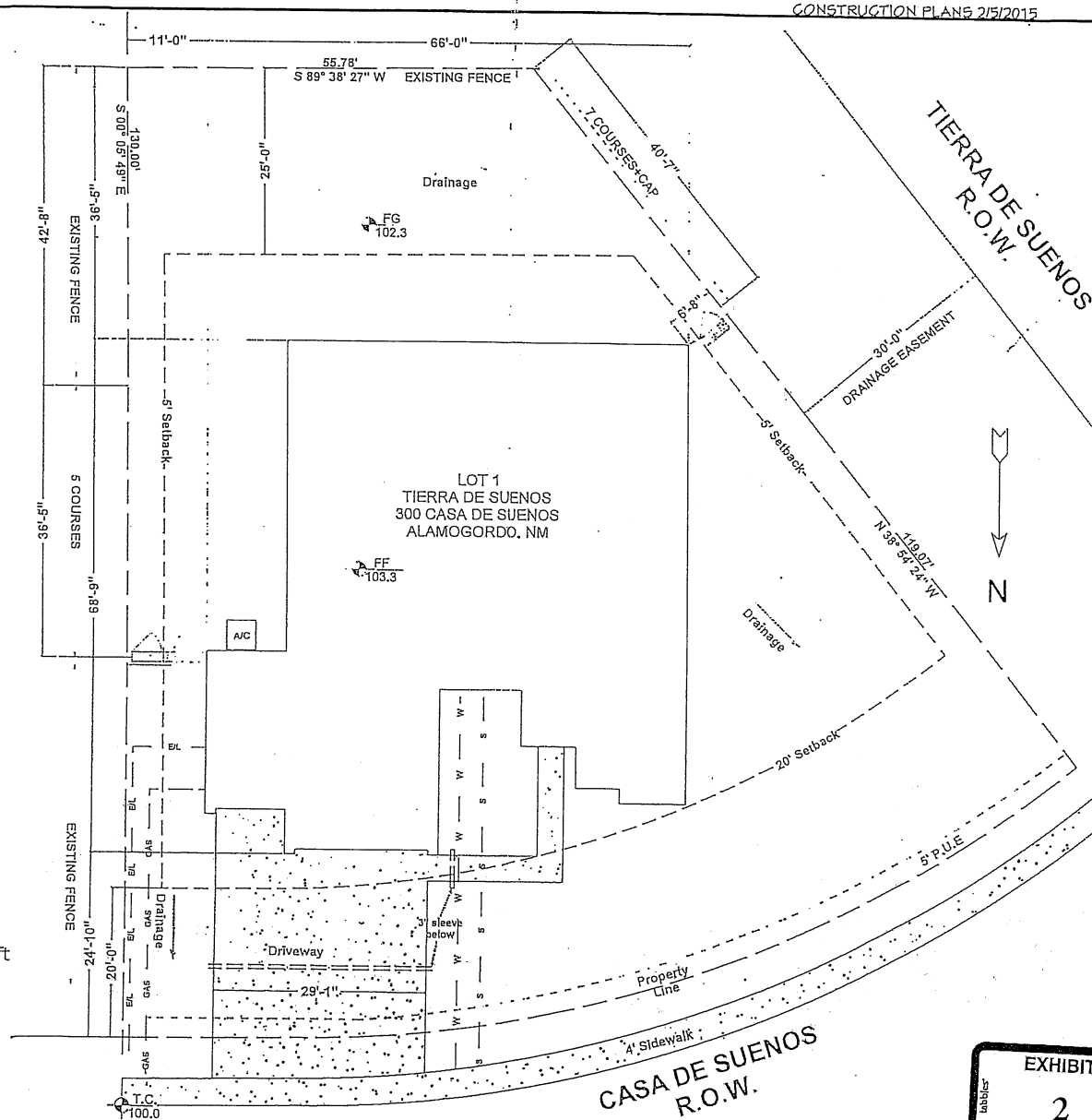
RECORDATION
STATE OF NEW MEXICO
COUNTY OF OTERO

RECORDED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO RECORDER OF OTERO COUNTY, NEW MEXICO, AT 2:00 O'CLOCK P.M. THIS 27th DAY OF May, 2004.

Robyn L. Lister COUNTY CLERK BY Joey Williams
RECEPTION NO. 05721 BOOK 162 PAGE 16-16

TIERRA DE SUEÑOS UNIT 8
BK 62 PG 65-66

SCALE:
1" = 7.5'



SHEET:
A-2

2

STATEMENT OF PARTIAL VACATION OF PLAT

French Brothers Incorporated, the owner of the real property commonly known as 300 Casa de Sueños, and more particularly described as Lot 1, Tierra de Sueños Subdivision, Unit 9, said property being located within Tierra de Sueños Subdivision, Unit 9, Alamogordo, Otero County, New Mexico; said plat being recorded in Book 67, pages 3-4. of the records of Otero county, New Mexico, does hereby declare that a 30-foot drainage easement located adjacent to the Southwest corner of said Lot 1 as depicted and legally described in Exhibit A, to be vacated pursuant to §3-20-12, NMSA 1978.

Tommy L. French, President
French Brothers, Inc.

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this ____ day of July 2015, by Tommy L. French.

Notary Public
My commission expires: _____

APPROVAL OF THE ALAMOGORDO PLANNING AND ZONING COMMISSION.

This Statement of Partial Vacation was on the ____ day of _____, 2015, submitted and approved by the Alamogordo Planning Commission.

_____, Chairman

Attest: _____ Recording Secretary

APPROVED

The Alamogordo City Commission, the planning authority for the City of Alamogordo, after considering the interests or rights of persons in contiguous territory or within Tierra De Sueños Subdivision, Unit 9, subject to the requirements set forth herein, does hereby approve the partial vacation of said plat as follows:

1. A 30-foot drainage easement located adjacent to Lot 1, Tierra de Sueños Subdivision, Unit 9, Alamogordo, Otero County, New Mexico, depicted and legally described in Exhibit A, shall be abandoned. Said easement shall be enclosed within said Lot 1.

Contingencies. The plat vacation authorized hereunder is expressly contingent upon the following:

1. The approval and recording of a certificate of resubdivision survey pursuant to § 3-20-2, NMSA 1978.

Satisfaction of Contingencies. When the resubdivision survey pursuant to § 3-20-2, NMSA 1978 is filed and recorded with the county clerk and county assessor of Otero County, the subdivision vacation authorized by this Statement of Vacation shall become effective.

This Statement of Vacation of Plat is approved by the City of Alamogordo, Otero County, New Mexico, on the 14th day of July, 2015.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susie Galea, Mayor

ATTEST:

Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

ACKNOWLEDGMENT OF CORPORATION

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

The foregoing instrument was acknowledged before me this _____ day of July, 2015 by Susie Galea, the Mayor of the City of Alamogordo, a New Mexico municipal corporation, on behalf of said corporation.

Notary Public
My commission expires: _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/1/2015

Report No: ■ 9

Submitted By: Renee Cantin, City Clerk

Subject: Consider, and act upon, the proposed recommendations by the City Charter Committee. (*Jim Talbert, City Charter Review Committee Chair and Renee Cantin, City Clerk*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Review and discuss the proposed recommendations.

Background: The City's Charter mandates that every ten (10) years the Commission shall appoint a committee to review the effectiveness of the Charter and make written recommendations to the City Commission within sixty (60) days of its appointment.

On February 23rd, 2015, the Commission passed Resolution No. 2015-09 establishing a City Charter Committee for the City of Alamogordo, New to complete the 10 year review of the City Charter.

On April 28th, 2015, the following members were appointed to the Committee: Jim Talbert, Pamela Lee, Robert M. Doughty II, John Gordon, Johnny Helmstetler, Inez Moncada, and Ruben Segura. The Committee had 60 days from the time they were appointed to submit recommendations to the City Commission.

At their first meeting on May 13th, 2015, Jim Talbert was selected as the Chair and Pamela Lee was selected as Vice-Chair.

Other meetings were held on May 27th; June 8th; and June 16th, 2015. They also held a Public Hearing on June 15th where a few members of the public attended.

Some of the recommended changes were just to clean up the city charter and to make sure the Mayor's position was added in where it should be. References to the first Mayor-at-large election were removed because it referenced the 2014 election.

ARTICLE IX. - THE MUNICIPAL JUDGE

The section relating to the Terms of Office for the Municipal Judge was amended due that section being unconstitutional.

The other section they are recommending to change is the following:

ARTICLE VI. - ELECTIONS (Adding Section B related to Runoff Elections)

Section 2. - Elections.

A. In the regular City election for Commissioners representing districts, the candidate receiving the greatest number of votes in each district represented is elected.

B. In the regular City Election for Mayor, the candidate receiving the greatest number of votes is elected unless that candidate fails to receive more than 50% of the vote. In that case, there shall be a special run-off election between the two candidates receiving the greatest number of votes. The run-off election shall be held within 45 days after the date that the final canvass is completed. The city commission shall by resolution set the date of the run off election and specify the names of the candidates. The resolution shall be published once at least seven days prior to the run off election.

B. C. If a tie exists after the certification of the results of any election, the determination as to which of the tied candidates is elected shall be decided by lot.

NMSA §3-15-16 requires that all amendments to a Charter must go before the voters for approval. Once approved or amended by the Commission, the proposed amendments could either be taken to the voters at a Special Election or they can be added to the ballot for the March 2016 Regular Election.

Attached are the final recommendations by the Committee; minutes from all of the meetings including the Public Hearing held on Monday, June 15, 2015; and comments received by citizens. Also attached with the final agenda will be a document provided by the City Clerk related to some scenarios related to some of the recommended changes.

PROPOSED RECOMMENDATIONS BY THE CITY CHARTER COMMITTEE – 06/16/2015

PART I - CITY CHARTER

PREAMBLE

We, the citizens of Alamogordo, New Mexico, under the Constitution and Laws of New Mexico, ordain and establish this Charter for the City of Alamogordo, New Mexico.

ARTICLE I. - INCORPORATION AND POWERS

The incorporated municipality known as Alamogordo, (hereinafter "City") existing within its present or future boundaries, shall exercise all powers and perform all functions not expressly denied.

ARTICLE II. - FORM OF GOVERNMENT

The form of government for the City of Alamogordo is the Commission-Manager form of government.

ARTICLE III. - ELECTORS

Any registered, qualified elector of the City may vote in any City election and may be a candidate for any City office for which he or she is qualified.

ARTICLE IV. - ELECTED OFFICERS

The elected officers of the City are six (6) Commissioners, one (1) Mayor, and one (1) Municipal Judge.

(Amd. of 3-6-12)

ARTICLE V. - QUALIFICATIONS FOR CANDIDACY

Candidates for elective office in the City shall be qualified electors with the following additional qualifications:

Section 1. - Candidates-at-Large.

Must have resided within the City for a period of not less than ninety (90) days immediately prior to the date of filing.

Section 2. - Candidates for District Offices.

Must have resided within the district they seek to represent for a period of not less than ninety (90) days immediately prior to the date of filing.

Section 3. - Disclosure.

Each candidate for City office shall file a disclosure statement with the City Clerk, at the time of filing for the office. This statement shall identify all real property and businesses in New Mexico in which the candidate has a financial interest.

ARTICLE VI. - ELECTIONS

Section 1. - Regular City Elections.

- A. Regular City elections to elect City officers, as required, shall be held on the first Tuesday in March of even-numbered years.

- B. Unless specifically inconsistent with this Charter, New Mexico law governing the manner of conducting City elections shall govern elections in the City.

Section 2. - Elections.

- A. In the regular City election for Commissioners representing districts, the candidate receiving the greatest number of votes in each district represented is elected.
- B. In the regular City Election for Mayor, the candidate receiving the greatest number of votes is elected unless that candidate fails to receive more than 50% of the vote. In that case, there shall be a special run-off election between the two candidates receiving the greatest number of votes. The run-off election shall be held within 45 days after the date that the final canvass is completed. The city commission shall by resolution set the date of the run off election and specify the names of the candidates. The resolution shall be published once at least seven days prior to the run off election.
- ~~B.~~ C. If a tie exists after the certification of the results of any election, the determination as to which of the tied candidates is elected shall be decided by lot.

(Amd. of 3-7-00)

Section 3. - Vacancies.

- A. A vacancy occurs upon an elected officer's death, recall, resignation, or, as to Commissioners, upon termination of residency in the district represented, or upon absence from Commission meetings for a consecutive period exceeding sixty (60) days, unless a majority of the remaining incumbent City Commissioners vote to retain the absent Commissioner or the absent Mayor for an additional sixty (60) days, which vote must take place at the next following regular meeting.
- B. A vacancy in the commission, including the office of Mayor, occurring after completion of one-half of that commissioner's term, shall be filled by appointment of the commission of a person qualified under Article V. In all other cases a special election must be called to fill the vacancy. The Commission must declare by resolution that a vacancy exists. The resolution declaring the vacancy must be adopted by the Commission within fifteen days of the vacancy. The Commission must appoint an eligible person by majority vote to fill the vacant office at the first regular meeting following the expiration of thirty days after the adoption of the resolution. If the Commission fails to make the appointment at that meeting, the Mayor must, within fifteen days, appoint an eligible person to fill the vacancy. The Commission may by ordinance establish the specific procedures for selecting an eligible person to fill a vacancy. The commissioner or mayor so appointed or elected shall serve for the remainder of the unexpired term for which the commissioner or mayor who vacated the position was elected.
- C. If the entire Commission is vacated simultaneously, the Municipal Judge shall perform the function of the Commission only as concerns the calling of a special election to fill the vacancies.
- D. Special elections shall be called at the next regular meeting after the occurrence of the vacancies, the date of special elections to be proclaimed in accordance with state law.

(Amd. of 3-7-00; Amd. of 3-2-10; Amd. of 3-6-12)

Section 4. - Non-Partisan Elections.

Elections for City officers shall be non-partisan. The party affiliation of candidates shall not appear on the ballot nor on any official document relating to the candidate or to the election.

ARTICLE VII. - THE GOVERNING BODY

Section 1. - Equality of Commissioners.

All Commissioners, including the Mayor, except as otherwise provided by this Charter, shall have equal voting power, privileges and prerogatives.

(Amd. of 3-6-12)

Section 2. - Composition.

~~Commencing after the March 2014 regular City election,~~ The governing body shall be comprised of six (6) members to be known as commissioners and one (1) member to be known as mayor. The six (6) commissioners shall be elected by the qualified voters of each of the six (6) single-member districts. The mayor shall be elected at large.

(Amd. of 3-6-12)

Section 3. - Term of Office.

The term of office for all commissioners, including the mayor, shall be four (4) years. Elections shall be on a staggered basis. Two (2) commissioners shall be elected in 2014. The remaining four (4) commissioners shall be elected in 2016. Any incumbent whose four (4) year term would expire in 2014 shall stand for re-election. The term of office for all commissioners, including the mayor, shall begin upon certification of the election.

(Amd. of 6-20-95; Amd. of 3-18-97; Amd. of 3-6-12)

Section 4. - Districts.

~~Prior to the 2014 regular City election, The Commission shall be divided the City into six (6) districts. For the 2014 regular City election only, to the extent possible, consideration may be given to avoiding contests between incumbents or the shortening of an unexpired term of an incumbent. Redistricting for the 2014 regular City election shall not result in the extension of the unexpired term of any incumbent beyond four (4) years. Each district shall be compact in area and as nearly equal in population as is possible. The boundaries of each district shall be established by ordinance. Within one year after publication of each National Census, the Commission shall reaffirm that the City is divided into six (6) Districts that are compact in area and as nearly equal in population as is possible.~~

(Amd. of 3-18-97; Amd. of 3-6-12)

Section 5. - Meetings.

All City Commission meetings are open to the public and the official records open to inspection, except for closed executive sessions held in accordance with the State Open Meetings Act. A quorum consists of a majority of incumbent Commissioners **and the Mayor**.

- A. Regular meetings shall take place twice monthly at a place, time and day determined by ordinance. Regular meetings shall not occur on legal holidays.
- B. Special meetings shall be called by the Mayor or any two (2) Commissioners, for the purpose of discussing or acting on any City business.
- C. Emergency meetings shall be called by the Mayor or any Commissioner, to resolve emergency matters involving clear and present danger to the health, safety or welfare of the citizens of Alamogordo.

Section 6. - Compensation.

Upon implementation of this Charter, Commissioners shall receive fifty dollars (\$50.00) compensation for expenses for each regular meeting attended and for each regular meeting not attended by reason of official City business. This minimum compensation shall not be changed unless the proposed change is submitted to, and approved by, the electorate at a regular City election. Any additional compensation shall be established by ordinance.

Section 7. - Incompatibility of Offices.

No member of the Commission or the Mayor may hold any other local, state, or federal elected office. Acceptance of the second elected office constitutes an automatic resignation from the position of Alamogordo City Commissioner or Mayor, and the vacancy thereby created shall be filled in the same manner as other vacancies on the City Commission are filled.

(Amd. of 3-2-10)

ARTICLE VIII. - MAYOR AND MAYOR PRO-TEM

Section 1. - [Selection; Term; Removal.]

- A. An organizational meeting shall be held as soon as practicable after each Regular City election in which Commissioners are elected.
- B. The Commission shall elect one of its members to serve as Mayor Pro-Tem. The term of office for the Mayor Pro-Tem shall be until the next organizational meeting of the Commission.
- C. An organizational meeting shall also be held if the office of the Mayor Pro-Tem becomes vacant. Said office becomes vacant in the manner specified in Article VI, Section 3.
- D. A motion for removal of the Mayor Pro-Tem shall be made at a regular meeting, and must be seconded by two (2) Commissioners. The motion for removal shall be voted upon at the next regular meeting and shall require the affirmative votes of no fewer than five (5) Commissioners for passage.

(Amd. of 3-2-10; Amd. of 3-6-12)

Section 2. - [Powers and Duties of Mayor.]

The Mayor shall preside at all meetings of the Commission and shall perform such duties as are imposed by the Commission. The Mayor has all the powers and duties of a Commissioner, including the right to vote upon all questions under consideration.

The Mayor is the official head of the City for all ceremonial and military purposes. With the advice, and subject to the approval of a majority of the Commission, the Mayor shall appoint and may remove, if necessary, members of the public boards, commissions and committees of the City. The Mayor shall lead, guide and develop with the City Commission, City Manager, and other appropriate individuals, short and long range plans and goals for the City concerning its growth and development. The Mayor shall present an annual state of the City message or report to the City Commission. at a Public Meeting determined by the Mayor.

(Amd. of 3-6-12)

Section 3. - [Powers and Duties of Mayor Pro-Tem.]

In the absence of the Mayor, the Mayor Pro-Tem shall perform the duties of the Mayor.

ARTICLE IX. - THE MUNICIPAL JUDGE

There shall be one Municipal Judge elected for a four-year term, who shall serve in accordance with applicable state law.

~~Notwithstanding any other provision of the law to the contrary, no person shall be eligible to be elected to or serve in the office of Municipal Judge if that person shall previously have held such office for two (2) or more full consecutive terms. For the purpose of this article, terms shall be deemed consecutive unless more than four (4) years apart, and a term shall be deemed full if a person has served at least half of the time allotted for the term. Service as Municipal Judge prior to the adoption of this section shall not count in determining length of service. The provisions of this section are hereby held severable and if any should be held invalid, the remainder shall stand.~~

(Amd. of 6-20-95)

ARTICLE X. - INITIATIVE, REFERENDUM, AND RECALL

Section 1. - Initiative.

A. Upon petition, signed by the qualified electors in a number no less than twenty (20) per cent of the average number of voters who voted at the previous four (4) regular City elections or no less than twenty (20) per cent of the number of voters who voted at the previous regular City election, whichever is the greater, any measure may be proposed to the Commission for enactment within thirty (30) days of the date of filing the petition. If the Commission: (1) fails to act, (2) acts adversely, or (3) amends the proposed measure, the Commission shall call a special election in not less than thirty (30) days nor more than sixty (60) days for the purpose of submitting the measure to the electorate.

B. The ballot shall contain the proposed measure and the measure as amended, if the Commission amends the proposed measure. After each measure there shall be printed the words:

"for" and

"against,"

with spaces for crosses after each word.

C. The measure receiving a majority of the votes cast on that measure in its favor is adopted. If each measure receives a majority of votes cast on that measure in its favor, the measure receiving the greatest number of votes cast in its favor is adopted.

Section 2. - Referendum.

A. If within thirty (30) days following the adoption of an ordinance or resolution by the Commission, a petition, signed by the qualified electors, in a number no less than twenty (20) per cent of the average number of voters who voted at the previous four (4) regular City elections or no less than twenty (20) per cent of the number of voters who voted at the previous regular City election, whichever is greater, is presented to the Commission asking that the ordinance or resolution in question be submitted to a special election for its adoption or rejection, the ordinance or resolution shall become ineffective and the Commission shall provide for an election on the measure within sixty (60) days of the filing of the petition.

B. The ballot shall contain the text of the ordinance or resolution in question. Below the text shall be the phrases:

"for" and

"against,"

with spaces for crosses after each word.

If a majority of the votes cast favor the measure, it shall take effect immediately. If a majority of the votes cast are against the measure, it shall not take effect.

- C. If an ordinance or resolution is an emergency measure, it shall go into effect immediately, but it shall be subject to repeal by an adverse majority at a referendum election.
- D. The referendum procedure of this section shall not be available for any ordinance authorizing bonds or other obligations where such ordinance, bonds or other obligations previously have been approved at a City election.

Section 3. - Recall.

Any City Commissioner, including the Mayor, is subject to a recall election. Upon petition seeking a recall of a Commissioner or Mayor, the Commission shall call a special election within sixty (60) days, unless the regular City election occurs within ninety (90) days.

Notice of Intent to circulate a petition for recall must be dated and filed with the City Clerk and shall include a statement of the reason for the recall. Each page of a recall petition, before any signatures are signed to it, must be endorsed by the manual or facsimile signature of the City Clerk and the date of filing of Notice of Intent; the City Clerk shall provide this without charge. The recall petition must be submitted to the City Clerk with the requisite number of signatures, within one hundred and twenty (120) days of the date of filing the Notice of Intent.

The petition shall be signed by no less than twenty (20) percent of the number of registered voters in that Commissioner's district at the time the Commissioner was elected. If the petition seeks to recall the Mayor, the petition shall be signed by no less than twenty (20) percent of the number of registered voters residing in the City at the time the Mayor was elected. The special recall election of a Commissioner shall be held only in that Commissioner's district. The special recall election of a Mayor shall be citywide.

If a majority favors recall and this majority equals or exceeds the number of votes the Commissioner or the Mayor received when elected, the office shall be declared vacated, and the office shall be filled as are other vacancies. A Commissioner or Mayor who is recalled shall not be eligible for re-election until the term for which the Commissioner was originally elected has expired.

If a recall election results in a failure to secure the votes necessary to recall, the Commissioner or Mayor who is the subject of the election shall not again be subject to recall until after six (6) months from the date of the recall election.

(Amd. of 3-18-97; Amd. of 3-6-12)

ARTICLE XI. - THE CITY MANAGER

Section 1. - Qualifications; Appointment.

A City Manager shall be appointed, solely on the basis of his qualifications, for an indefinite term. His selection shall not be limited by reason of former residence. His salary shall be fixed by the Commission. The appointment or removal of a City Manager shall require the affirmative votes of no fewer than four (4) Commissioners.

Section 2. - Duties.

The City Manager is the chief executive officer of the City. He shall have a seat, but no vote, at every meeting of the Commission. The City Manager:

- (a) Shall enforce and carry out all ordinances, rules and regulations adopted by the Commission;
- (b) Shall employ and discharge employees of the City;
- (c) Shall prepare and submit an annual budget to the Commission;
- (d) Shall make recommendations to the Commission concerning the welfare of the City;
- (e) Or his designated agent, shall be the person for the purpose of civil process.

ARTICLE XII. - THE CHARTER

Section 1. - Saving Clause.

All bylaws, ordinances and resolutions in force in the City before the adoption of this Charter shall remain in full force and effect until amended or repealed. All rights and property which were vested in the City shall remain so vested under this Charter. No existing contract or franchise and no existing right or liability and no pending litigation of any kind shall be affected by the adoption of this Charter.

Section 2. - Severance Clause.

The provisions of this Charter are severable, and if any provision or part thereof is held to be illegal or unconstitutional as applied to any person or situation, the remainder of this Charter or its applicability to other persons or situations shall not be affected.

Section 3. - Amendment or Repeal; Periodic Review.

- A. This Charter shall be amended or repealed in accordance with state law, except that any petition for amendment or repeal must be signed by qualified electors in a number no less than twenty (20) per cent of the average number of voters who voted at the previous four (4) regular City elections or no less than twenty (20) per cent of the number of voters who voted at the previous regular City election, or by five (5) per cent of the qualified electors of the municipality, whichever is greater.
- B. Every ten (10) years, the Commission shall appoint a committee to review the effectiveness of this Charter and make written recommendations to the City Commission within sixty (60) days of its appointment.

Section 4. - Effective Date.

This Charter shall become effective ten (10) days following the certification of the election of City officials required.

Section 5. - Reserved.

An amendment of March 7, 2000, amended the Charter by repealing former section 5 in its entirety. Former section 5 pertained to the transition of the city government, and was a part of the original Charter.

*Amended June 20, 1995; amended March 18, 1997; amended March 7, 2000, amended March 6, 2012.

City Charter Committee Meeting Minutes

**May 13, 2015 – 5:30 pm
City Hall, City Commission Chambers
1376 E. Ninth St.**

**Chairman Jim Talbert
Robert M. Doughty II
John Gordon
Johnny Helmstetler**

**Vice Chair Pamela Lee
Inez Moncada
Ruben Segura
Reneé Cantin, Staff Liaison**

CALL TO ORDER & ROLL CALL

City Manager Stahle 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. Robert M. Doughty II and Inez Moncada were absent.

ORDER OF BUSINESS

1. Presentation related to the history and responsibilities of the Committee.

City Manager Stahle remarked that this committee meets every ten years. He asked City Clerk Cantin to give a brief history of the Committee. The City Charter was approved in 1994 and stated a committee would meet every ten years to review the Charter. The first City Charter Committee met in 2003 and there was an Ad Hoc Charter Committee that Pam Lee and Robert Doughty II served on. The only thing they reviewed at that point was whether to go to a Mayor At Large and whether to change the number of districts. The whole Charter was not reviewed at that time. We should have reviewed the Charter in 2013, but we are now doing so. The Committee members responsibilities are to review the City Charter and give recommendations to the City Commission for their consideration. The City Charter can only be amended by election.

Jim Talbert asked how changes are made by election. City Clerk Cantin stated City Charter amendments can only be made by election. City Manager Stahle said any changes would be on the ballot in March 2016, unless the Commission decided to hold a Special Election.

2.a Consider, and act upon, on the selection of a Chairperson.

Each of the committee members introduced themselves and gave a short bio.

Mr. Doughty arrived at 5:43 p.m.

City Manager Stahle explained that the Chairperson's responsibilities were to essentially manage the agenda – work with staff as to the preparation of each agenda, and also to run each meeting.

Mr. Doughty nominated Jim Talbert for Chairman and Johnny Helmstetler seconded. Motion carried by a vote of 7-0-0.

2.b Consider, and act upon, on the selection of a Vice-Chairperson.

Bob Doughty nominated Pamela Lee for Vice Chairman. Johnny Helmstetler seconded the motion. Motion carried by a vote of 7-0-0.

3. Briefing on the Open Meetings Act by the City Clerk.

City Clerk Cantin and City Manager Stahle explained the Open Meetings Act to the Committee. City Clerk Cantin told the Committee that the first ten year Review Committee only met three times.

Vice Chair Lee asked if there would be any recommendations from Staff or any organization or group for us to consider. City Clerk Cantin said we will discuss that in a few minutes.

John Gordon asked if the past Ad Hoc Committee had been the one to discuss the election of a Mayor At Large, and the Clerk told him yes. She remarked that the Ad Hoc Committee had met a few more times because there were many issues to decide.

4. Distribution and review of the current City Charter.

Chairman Talbert said everyone should have a copy of the City Charter.

5. Discussion related to any thoughts on the changes.

City Clerk Cantin notified them of Page 4, Section 3. Article IX. – The Municipal Judge. It is unconstitutional to have term limits for a municipal judge. This is the only area in the Charter that we feel is not correct and shouldn't be in there.

Mr. Doughty asked if the NM Supreme Court had ruled on this, and she told them the NM Constitution, Article VII, Section 2A, listed the eligibility requirements for holding any elective office in the state. It preempts a Home Rule municipality's power to adopt additional qualifications of an elected office within the state beyond those set forth in the Constitution.

Vice Chair Lee clarified that the Clerk's recommendation was for Article IX to remain the same with the exception that the last paragraph be deleted in total. City Clerk Cantin said that was correct. City Attorney Thies agreed. Vice Chair Lee said we would leave only the first paragraph and City Attorney Thies agreed.

Chairman Talbert asked the Clerk if this was all that needed to be considered and she told him yes.

Bob Doughty asked if this Committee would have a meeting for the public to express their thoughts. He was told by the Clerk that it was not required nor had been scheduled, but they could hold a separate meeting if they wished. City Manager Stahle felt it would be appropriate to hold a Public Hearing after they had prepared and/or acted on any thoughts concerning the Charter. He felt the public should be made aware of what this committee was considering. He reminded them they are an advisory body and any recommendations would go before the City Commission for consideration before anything went on the ballot. He reminded the group that Alamogordo is a Commission/Manager form of local government.

City Clerk Cantin interjected that this Committee had 60 days to take care of the review.

Chairman Talbert said the June 23, 2015 City Commission meeting would be the one for which they would need to have recommendations. City Clerk Cantin said she would check on that.

Chairman Talbert wanted to know if the Charter stated that an elected official could not be a city employee. City Attorney Thies said that is in the COA Personnel Manual. Chairman Talbert asked about the statement that each candidate for a city office shall give a statement to the City Clerk, and he asked if she enforces this statement. She told him yes, and explained the statement is requested when they file to be a candidate.

Chairman Talbert asked about Page 3, Section 5 - Meetings. He said now that we have changed the make-up of the City Commission, it says here that a quorum consists of a majority of incumbent commissioners. He asked if the intent was to include the Mayor, and should it be changed since we now have an elected Mayor At Large. Mr. Doughty felt that if you went back to Article IV and wrote

“one mayor and put (commissioner at large)” that should take care of it. Mr. Talbert said the Mayor is not a Commissioner. Mr. Doughty suggested “(commission member at large)”. He explained there are other forms of city government that have the Commission elect the Mayor.

Mr. Gordon said we could say the Elected Officers of the City are Six (6) Commissioners and One (1) Mayor, and then include the Mayor as part of the Commission. That would take care of the problem.

Vice Chair Lee said it depends on what we are trying to accomplish. If we want to only change that section without changing elected officers, and that includes the Municipal Judge, then we could add to the statement, “a quorum consists of a majority of incumbent Commissioners **and the Mayor.**” She proposed that for consideration.

Vice Chair Lee remarked on the wording the Ad Hoc Committee had created concerning an At Large Mayor. Some of the wording was dated and she noted that on Page 3, Section 2 – Composition, it says “commencing after the March 2015 Regular City Election the governing body shall be comprised of”. She felt they could delete “commencing after the March 2015 Regular City Election” and simply state “the governing body shall be comprised of six members and one member known as the Mayor”.

Mr. Doughty asked if the general public voted on any changes the Commission decided to make. City Attorney Thies said all Charter Amendments would go to the voters. Mr. Doughty said we need to be careful what we change, but he agreed the wording should be cleaned up.

Vice Chair Lee noted Section 3 – Term of Office, but then remarked this section sets up the staggered terms.

Chairman Talbert said Section 4 could be reworded.

Vice Chair Lee asked the city attorney to look at all this and recommend any updates, because we have gone through the transition to Mayor At Large.

Chairman Talbert questioned Article VIII, Section 2, paragraph 2, Page 4 – “The Mayor is the official head of the City for ceremonial with the advice and approval of the majority of the Commission. The Mayor shall appoint and may remove, if necessary, members of public boards”. He said he hadn’t seen the Commission vote, only the Mayor appoint. Is this correct? City Clerk Cantin clarified that the Mayor asks the Commission if there are any objections to appointments. When anyone objects it is open for discussion.

Chairman Talbert then questioned the last sentence, “The Mayor shall present an annual State of the City message or report to the City Commission”. He thought that was intended to be a Public Meeting, not just to the City Commission. City Clerk Cantin said it was and we just had the very first one. That was the only additional duty the Ad Hoc Committee gave to the Mayor. Chairman Talbert asked if it should be stated differently. Ruben Segura said a Public Meeting can be held at different locations as long as it follows the Open Meetings Act. Vice Chair Lee disputed the language and thought it should be changed. It was discussed by various members of the Commission. City Manager Stahle remarked the State of the City event had been properly published. Vice Chair Lee felt the language should be changed to read, “The Mayor shall present an annual State of the City message,(comma) or report to the City Commission”. Mr. Doughty said there’s no doubt it was meant to be a Public Meeting. Mr. Helmstetler thought we should refer to the Open Meetings Act (OMA) to see if it gives us any guidance. City Clerk Cantin said you could reference the OMA, but since there was no action to be taken, we published it as a Notice of Potential Quorum. City Attorney Thies said there is some ambiguity in the statement, but you need to decide if the message will be verbal or a written report, a written report submitted to whom, a Regular Meeting or a Special Meeting. These are things you need to decide. Vice Chair Lee remembered she had advocated for this to be put in the Charter because she was concerned the Mayor was not given enough power. We needed something to distinguish the Mayor from the Commissioners. This was intended to be the Mayor giving a report to the City Commission. It

would do two things: 1) give the report, and 2) signal that the Mayor is not part of the City Commission and has an independent role. It was debated quite a bit by the Ad Hoc Committee. It was debated whether to set a date and it was decided that annually would be sufficient. Bob Doughty said the third option would be the words "message or report", and he thought the way it was done this year was a good way to communicate to the public. Ruben Segura agreed it was intended to be presented to the public by a figurehead. Chairman Talbert said this discussion stimulates some thought for our next meeting.

City Manager Stahle said there was a lot to consider in this. The Commission should have a good feel of the state of the City. A State of the City Address is a conveyance to the constituents, and it is current and not necessarily projected. Vice Chair Lee suggested, "The Mayor shall present an annual State of the City message at a Public Meeting determined by the Mayor". City Manager Stahle talked about what was meant by Public. Mr. Doughty said he intended it as an opportunity for the constituency to hear. Chairman Talbert said we can all think about this for the next meeting.

Ruben said the Article VIII heading says Mayor and Mayor Pro-Tem, and felt that now it was only intended for the Mayor Pro-Tem. Vice Chair Lee and Chairman Talbert agreed. City Attorney Thies stated they might want to read other City Charters before the next meeting in order to see if there were other provisions that might be beneficial to us.

6. Selection of dates and times for future committee meetings.

Mr. Doughty was not available on Wednesdays, and specifically not available on May 27th or June 3rd because he would be out of town. He noted he might need to be replaced if Wednesdays were decided upon.

Chairman Talbert said Mr. Doughty could always send his ideas to him.

The meetings were scheduled for: **Wednesday, May 27th at 5:30 p.m.**
Monday, June 8th at 5:30 p.m.

Vice Chair Lee said her view was that unless there was a strong recommendation from Staff or someone else, we don't need to go too far afield of what we have in front of us. She didn't plan on looking at any other city charters.

Mr. Doughty said someone from the State and Local Government Division came down and gave the Ad Hoc Committee a presentation of the statutory basis of each form of local government, and that took a lot of time to study all of those. He didn't think we would want to change our form of government so soon without seeing how this one works. One of the biggest problems the Ad Hoc Committee had to overcome was that there had been a period of local government without the difficulties we had during those periods of recall elections. There was a big part of the Committee that kept saying if it isn't broken, don't fix it. He thought we ought to give this form of government a while to see how it works before changing it. Chairman Talbert agreed.

Mr. Helmstetler asked if there had been any major problems as far as functionality of technicalities within this verbiage that could be fixed. He was told no by the City Clerk. Vice Chair Lee reiterated we needed to rely on Staff to give their concerns, if any.

Ruben Segura said Compensation for Elected Officials was his concern; elected officials take a lot of time and money to do their job. Chairman Talbert said the Mayor receives \$750 and the Commissioners receive \$500 plus \$50 per meeting. City Clerk Cantin said that in the City Charter it only says \$50 per regular meeting; there is a separate ordinance that allows \$750 for the Mayor and \$500 for Commissioners per month. Chairman Talbert said that usually covered his expenses when he was a commissioner. Vice Chair Lee said the Ad Hoc Committee had recommended an increase in these amounts and had taken it to the Commission. Raising the amounts would not be in the Charter

because it doesn't belong there. Ruben Segura asked if this needed to be in the Charter, and Vice Chair Lee said anything in the Charter was very difficult to change.

City Attorney Thies told the Committee other charters provide some mechanism for compensation for the governing body, and then you flesh out the details by ordinance. Thus, the voters have made a provision to provide some compensation and then they allow the elected officials to determine the level of compensation. Our current structure goes back many years when there was constantly a Charter Amendment presented to the voters to increase higher levels of compensation to the governing body, and was repeatedly voted down. We looked at an alternative which said it is not compensation, it is reimbursement for expenses. We determined an appropriate level of reimbursement for expenses for commissioners would be \$500 and for the Mayor, who had more functions, \$750. City Manager Stahle added that the ordinance can be referred. If a commission sets salaries that are upsetting to the voters, the decision can be referred to a vote of the people.

Mr. Gordon said the County Commission can't vote for raises for themselves. City Attorney Thies said that applies locally and no raise becomes effective during a current term. If they are reelected they will receive that increase in compensation.

Mr. Gordon addressed the Initiatives, Referendums and Recalls section, and felt the 'registered voters' part should be deleted. He felt the registered voter rolls were very inaccurate in the State. In the past, he had lost an election by 305 votes and chose to get return of mail from places and over 300 of the returns were deceased, and the rest had moved – about 500 of them. He wanted to clarify the language between the three sections so it is the same. City Attorney Thies said Alamogordo had a history, about 20-30 years ago, where they were constantly recalling elected officials, so they made it more difficult to recall an elected official; that is why the term 'registered voter' is used. If you aren't a registered voter, you cannot sign the recall petition. Mr. Gordon remarked that it says, "upon the petition signed by qualified electors". He felt a qualified elector means you are registered with the County Clerk and you reside in a particular place. Chairman Talbert noted this was under Section 3 – Recall, third paragraph, first sentence, last line, "The petition shall be signed by no less than 20% of the number of registered voters in the commissioner's district at the time the commissioner was elected." That could be three years ago. Mr. Gordon thought the wording was inconsistent. Mr. Doughty remarked there had been a lot of recalls about 20-30 years ago that cost us a lot of money and were very divisive to the community. It was a black period in our history.

City Clerk Cantin gave an election history. 1978 was the first recall of four commissioners that was successful, 1989 there was a recall in District 2 and District 4 that were not successful, and there were numerous others. In 1993, three recalls were not successful. Chairman Talbert asked if there was an unsuccessful recall where they tried to recall again, and the Clerk said no. She noted there had been many petitions turned in that were not successful.

Vice Chair Lee noted the first paragraph of Section 3 – Recall – "Any City Commissioner including the Mayor is subject to a recall election. Upon petition seeking a recall of a Commissioner, (she noted it doesn't say Mayor), the Commission shall call a Special Election within 60 days." She hoped there was something about the Mayor. Mr. Doughty said the paragraph handling the number of registered voters is in there twice – once for Commissioners and once for the Mayor. Vice Chair Lee said it doesn't say how quickly you have to do the Special Election for a Mayor recall. She thought this might need to be addressed.

City Clerk Cantin said she would prepare a list from these minutes of the topics they would like to look into, and include it right after the OMA item on the next agenda. Chairman Talbert agreed.

The schedule of meetings was noted again: May 27th and June 8th. Further dates would be discussed as needed.

ADJOURNMENT

Vice Chair Lee moved to adjourn the meeting at 6:54 p.m. Bob Doughty seconded the motion. Motion carried by a vote of 7-0-0.

Chairman Jim Talbert

ATTEST:

City Clerk Reneé L. Cantin

(Prepared by Nancy Jacobs, Deputy Clerk)

Approved at the City Charter Committee Meeting held on May 27, 2015.

City Charter Review Committee Minutes
May 27, 2015 – 5:30 pm
City Hall, City Commission Chambers
1376 E. Ninth St.

Jim Talbert, Chair
Robert M. Doughty II
John Gordon
Johnny Helmstetler

Pamela Lee, Vice-Chair
Inez Moncada
Ruben Segura

CALL TO ORDER & ROLL CALL (Jim Talbert, Chair)

Chairman Jim Talbert called the meeting to order at 5:35 p.m. Roll call was taken by the City Clerk. Clerk Cantin announced there was a quorum present. Vice-Chair Pam Lee, Bob Doughty, and Johnny Helmstetler were absent.

ORDER OF BUSINESS

1. Approve the Minutes of the May 13th meeting. (City Clerk)

Ruben Segura moved to approve the minutes. John Gordon seconded the motion. Motion carried by a vote of 3-0-1. Inez Moncada abstained.

2. Approve the Open Meetings Act Resolution. (City Clerk)

Inez Moncada moved to approve the Open Meetings Act Resolution. Ruben Segura seconded the motion. Motion carried by a vote of 4-0-0.

3. Review & Discuss checklist of previous recommendations.

City Clerk Cantin explained the page City Attorney Thies prepared related to removing some of the wording concerning the Mayor At Large, at the request of Vice-Chair Lee from the previous meeting.

Chairman Talbert didn't see where it states that you stagger the election of the commissioners. City Attorney Thies noted Section 3 says "Elections shall be on a staggered basis". He said the problem with this particular version is there isn't an easy way to incorporate how we are staggering elections. In the upcoming March 2016 Election, we have the odd numbered districts and District 6, and two years after that we have District 2 and District 4 as well as the Mayor At Large. Ideally, we would have odd districts and even districts in staggered elections. He would have to give this some more thought. One possibility was to renumber one of the districts.

Chairman Talbert said we are four and two, and we should be three and three. City Clerk Cantin said the reason for that was when two commissioners are elected, the Mayor and Municipal Judge would also be elected – two open positions that are city-wide. That way the other staggered would only be the other four districts. This is so the city-wide election would have the Mayor At Large and the Municipal Judge on the same election.

Chairman Talbert requested this document be sent for review to those members who were absent. City Clerk Cantin said she would send the entire packet for review.

Chairman Talbert told the city attorney that he liked the wording and felt the fewer words, the better.

Chairman Talbert referenced the Recommendations List in the packet. He began with the first item on the list, Article IX – The Municipal Judge, to eliminate the entire second paragraph concerning the Municipal Judge. According to the NM Constitution, we cannot have a term limit on a judge.

Next, Article VII, Section 5 “A quorum consists of a majority of Commissioners **and the Mayor.**” Everyone agreed to add the wording “**and the Mayor**”.

Article IV – they all agreed to not change the current wording except, to be consistent, put a number one in brackets **(1)** in front of Municipal Judge.

Article VII, Section 2 – Leave the previous wording (“Commencing after the March 2014 regular City election,”) off and begin with, “The governing body shall be comprised of six members and one member known as the Mayor”.

Article VII, Section 4 - Chairman Talbert suggested deleting “Prior to the 2014 regular City election”. He thought the sentence should begin with “The City shall be divided into six (6) districts”. City Attorney Thies told him the reason for the direction for the City Commission to be divided is because the redistricting wasn’t scheduled until a later date. In order to merge towards six commissioners and one mayor at large, the commission was directed to re-divide the city into six districts. After that, the redistricting will be done after the ten year census. He pointed this out towards the bottom of that paragraph – “Within one year after publication of each National Census, the Commission shall reaffirm that the City is divided into six (6) Districts that are compact in area and as nearly equal in population as is possible”. Chairman Talbert asked about eliminating all of the wording up to that point. City Attorney Thies said we could delete the last provision or reword the last sentence. They felt City Attorney Thies’ wording was good. The final wording decided on was, “**The Commission shall be divided into six (6) districts. The boundaries of each district shall be established by ordinance. Within one year after publication of each National Census, the Commission shall reaffirm that the City is divided into six (6) Districts that are compact in area and as nearly equal in population as is possible.**”

Article VIII, Section 2 – It was decided to change, “The Mayor shall present an annual state of the City message or report to the City Commission” to “**The Mayor shall present an annual state of the City message at a public meeting determined by the Mayor**”. Everyone agreed to this.

Article VIII, Section 2 – “With the advice, and subject to the approval of a majority of the Commission, the Mayor shall appoint and may remove, if necessary, members of the public boards, commissions and committees of the City.” It was decided to not change this sentence.

Article VIII – Mayor and Mayor Pro-Tem. No changes were made.

Chairman Talbert went to Article VII, Section 6 – Compensation (bottom of page 3). Mr. Segura had brought this up, but asked to put it on the next agenda so he could prepare all his information for the other members. He referred to the City Charter for Las Cruces. Chairman Talbert didn’t want to put their compensation in the Charter because it is difficult to change, whereas an Ordinance is easier to change. Ms. Moncada thought the amount had gone up and Chairman Talbert explained they get \$50 per meeting plus \$500 per month. City Clerk Cantin explained the City has an ordinance in place stating that commissioners can submit their expenses; the \$500 for commissioners and \$750 for mayor is an expense reimbursement. She said in that compensation, if they were to use city facilities such as the golf course, they could submit any amount they paid for reimbursement. City Attorney Thies said it is also for traveling expenses if they go out of town. It was decided to move this item to the next meeting.

Article X under Referendum and Recall - John Gordon said that under Initiative, there is a difference between determining the number of petition signatures you have to have and felt it was punishing the people who are going to complain. Mr. Segura said we wanted to make sure there was an attainable

bar people could achieve, but that it not be too easy so that it disrupts the process of governments. In the past it has been used too much. Ms. Moncada said she had been through it three times. City Clerk Cantin explained an initiative petition or referendum petition caters to the ones who regularly vote, thus the 20% of those who voted previously. For an initiative petition, if you had a 13% turnout like we used to and a 19% like we had at the last election, you would average those out to determine how many signatures were needed. If the voters don't agree with an ordinance that is passed, they would start a referendum petition following the adoption of that ordinance. In Section 3 – Recall has to do with the individual elected official and the mayor would be a percentage of all of the registered voters, and a commissioner would be only a percentage of those in their district.

Mr. Gordon said the problem he had was the number of registered voters because of the poor track record in New Mexico of diluting voter rolls. City Clerk Cantin said she has gone through every voter registration card with the County Clerk for the last nine years. She felt they were very accurate. She thought they needed to have a guideline, such as 'registered voter', in order to determine that person is an actual resident. Mr. Segura felt the standard needed to be high, but not too high so as to restrict voters. Mr. Gordon said he had run a petition for Grand Jury in Bernalillo Co., and that was a bunch of signatures. He went through the voter rolls to match every signature. Ms. Moncado thought this was good. She explained the first time she had been recalled, she was a commissioner at-large so that took in all of Alamogordo; it was difficult to get enough signatures. Mr. Gordon thought this could be left as is.

They next addressed Section 3 – Recall (page 6) – the second sentence says, "Upon petition seeking a recall of a Commissioner (**add OR MAYOR**), the Commission shall call a special election within sixty (60) days, unless the regular City election occurs within ninety (90) days". The words "**or Mayor**" were added.

4. Items to include on next agenda.

Chairman Talbert said to put Article VII. Section 6. – Compensation on the next agenda.

Mr. Gordon said he hadn't figured out where Replacement Vacancies is. Chairman Talbert told him to look on page 2 – Article VI, Section 3B.

5. Discuss the possibility of holding a public hearing.

Chairman Talbert said he was in favor of a Public Hearing and Mr. Segura agreed. City Clerk Cantin noted she needed 10 days in advance of a meeting to publish the meeting notice.

Chairman Talbert remarked that the next committee meeting would be on Monday, June 8, 2015, and he hoped to have everything done then. If they had a Public Meeting the following week, it would give them enough time to have their findings ready for the City Commission meeting on June 23, 2015.

Everyone in attendance decided on Monday, June 15, 2015 at 6:00 p.m. for the Public Hearing in the City Commission Chambers. It was decided comments would be limited to three minutes per person.

6. Future Dates & Times.

- a. Monday, June 8th at 5:30 p.m.**
- b. Selection of additional meeting dates**
- c. Any dates for the week of June 15th?**

The commission members discussed having a final committee meeting immediately after the June 15th Public Hearing, but decided against it.

Mr. Gordon asked about campaign reporting in the Charter, and the city clerk told him that was covered by an ordinance passed right after the last election.

ADJOURNMENT

John Gordon moved to adjourn at 6:29 p.m. Ruben Segura seconded the motion. Motion carried with a vote of 4-0-0.

Chairman Jim Talbert

City Clerk René L. Cantin

(Prepared by Nancy Jacobs, Deputy Clerk)

Approved at the City Charter Review Committee Meeting held on June 8, 2015.

City Charter Committee Meeting Minutes
June 8, 2015 – 5:30 pm
City Hall, City Commission Chambers
1376 E. Ninth St.

Jim Talbert, Chair
Robert M. Doughty II
John Gordon
Johnny Helmstetler

Pamela Lee, Vice Chair
Inez Moncada
Ruben Segura

CALL TO ORDER & ROLL CALL

Chairman Jim Talbert called the meeting to order. Roll call was taken by the City Clerk. Clerk Cantin announced there was a quorum present. Ruben Segura was absent.

ORDER OF BUSINESS

1. Approve the Minutes of the May 27th Meeting.

Inez Moncada moved to approve the minutes. John Gordon seconded the motion. Motion carried by a vote of 6-0-0.

Ruben Segura joined the meeting at 5:32 p.m.

2. Review Article VII, Section 6 related to Compensation.

Chairman Talbert noted the only addition he thought should be made was to add the wording, “***Any other compensation shall be established by ordinance***”, to the end of Section 6. Pam Lee felt this statement was inconsistent with the previous sentence. Chairman Talbert said the proposed statement referred to additional compensation. Johnny Helmstetler suggested adding the word ***minimum*** to the proceeding sentence so it would say, “This ***minimum*** compensation shall not be changed unless the proposed change is submitted to, and approved by, the electorate at a regular City election.” This might help to avoid any confusion. All agreed to these additions.

Pamela Lee referred to another handout sent to the members. It began with PART 1 – CITY CHARTER, PREAMBLE, under ARTICLE VI. – ELECTIONS, Section 2A. – “***The candidate receiving the greatest number of votes in each district represented is elected.***” She felt there should be something about the election of Mayor which also occurs during a City election. Under ELECTIONS, Section 2B, it talks about how a tie vote would be determined by lot. City Clerk Cantin noted this was in the Election Code and said she would check to find out if it was mandatory.

Ms. Lee would like to consider that in the Mayor’s race, the successful candidate should be the result of more than 50% of the voters. The two with the most votes within the plurality but not the absolute majority, should be in a run-off. She asked for comment from the other members.

Mr. Doughty said she was talking about the system in Texas where if one candidate does not get greater than 50% of the votes, the two with the highest vote count have a run-off, and Ms. Lee agreed. She asked if they wanted the mayor elected by plurality or whether the voters should pick between the top two candidates. Chairman Talbert mentioned the cost of doing this and Ms. Moncada agreed. Ruben Segura liked the concept, but thought it should be applicable to the other elected officials, not just the mayor. Ms. Lee thought a city-wide Mayor was the more important position and should be elected by more than 50%. John Gordon said there had been some past elections that had been decided by lot; drawing a card from the deck.

Chairman Talbert said if you had five candidates with 20% of the vote, whoever got 20.05% would be elected by 20.05% of the electorate. Mr. Gordon said when there are two candidates, 50% is achievable. Chairman Talbert noted if we think it is worth the cost, then we should add the language. Mr. Segura thought whatever we do should be consistent throughout. Ms. Lee said if we do this it could almost be guaranteed that every election would have a subsequent election because of the six districts. She didn't want to see this with the Commissioner elections.

City Attorney Thies read from the NM Election Code and said you could provide a different mechanism in the Charter other than state law provides, and you have to do it in the Charter. If you wanted to flip a coin or some other process, you could do it by Charter.

Ms. Moncada asked if this item would have to be presented to the public for a vote. Chairman Talbert said the public would have the opportunity to voice their concerns at the Public Meeting on June 15th.

Mayor Pro-Tem Rentschler addressed the Committee to say he was here to see what they were discussing. He remarked he had been one of four candidates in the Mayor's race and there had been a clear winner, but no one received 50%. He thought the Mayor's position was too important to be decided by less than 50%, and a tie should be decided by lot. He asked the Clerk how much the elections would cost, and she told him the Regular Election would cost \$30,000 and the Run-off Election for Mayor would also cost \$30,000, because it would be city wide. Mayor Pro-Tem Rentschler said that to use this same system for Commissioners every year would be costly, but the Mayor's race is every four years.

City Clerk Cantin pulled up the canvas of the last election showing the Mayor had received 1,600 votes, and half of the voters who voted in that last election would have been 1,765. There were four candidates running and the Mayor was about 100 votes under 50%. She felt that nine times out of ten there would be a run-off election every four years.

Ms. Lee read the language she had prepared for Article VI. Section 2. – Elections B.- ***“In the regular City election for Mayor, the candidate receiving the greatest number of votes is elected unless that candidate fails to receive more than 50% of the vote. In that case, there shall be a Special Run-Off Election between the two candidates receiving the greatest number of votes.”***, and place the ***“If a tie exists after the certification of the results.....”*** as C. Mr. Doughty suggested it state the run-off election be held within X number of days. Ms. Lee suggested it continue by saying, ***“The Run-Off Election shall be held within 30 days of the initial election.”*** She didn't see anything else to be changed.

Chairman Talbert asked what would happen if there was a candidate ahead and candidates two and three were tied, would 'C' take over? Mr. Doughty thought 'C' applied to any election. He asked the clerk if an election could be redone in 30 days and she said it could be done in 30 days. Chairman Talbert asked if everyone was happy with that wording and they were. They all agreed it should be for the Mayor position only. Mr. Gordon thought it should be 28 days so that it falls on a Tuesday. Mr. Doughty remarked it states within 30 days, and you could state the Tuesday closest to 30 days after the initial election. City Clerk Cantin said she would research other municipalities to ascertain how many days they state for a run-off. She said if there is a petition, an election has to be called within 60 days. It would be hard to meet the publishing requirements, and she would research all the regulations before the upcoming Public Hearing.

3. Review the proposed recommendations and make final changes for the Public Hearing.

Chairman Talbert reminded everyone that the Public Hearing would be on Monday, June 15, 2015, 6:00 p.m. in the Chambers. Public comment will be limited to three minutes per person.

- 4. Discuss and decide if an additional meeting is needed from June 16th-20th for final recommendation to the Commission for the June 23rd meeting.**

Chairman Talbert said we should decide that after the Public Meeting to see if it is needed. City Clerk Cantin said she would need plenty of time in order to prepare and release the agenda.

Mr. Doughty moved to approve holding the last meeting on Tuesday, June 16th at 5:30 p.m. Mr. Helmstetler seconded the motion. Motion carried by a vote of 7-0-0.

- 5. Public Hearing is set and published for Monday, June 15th, 2015 at 6 p.m. (Commission Chambers)**

Mr. Gordon said the Term of Office (Article VII, Section 3) was not established. Chairman Talbert said that section noted the beginning of the stagger and needed to remain. City Clerk Cantin said if she was no longer available, it would be a good tool for the current Clerk to reference in order to see which districts were staggered. Everyone decided to leave the wording as is.

ADJOURNMENT

Mr. Segura moved to adjourn at 6:15 p.m. Ms. Moncada seconded the motion. Motion carried by a vote of 7-0-0.

Minutes respectfully prepared by Nancy E. Jacobs, Deputy City Clerk, to be presented for approval at the June 16, 2015 Charter Review Committee Meeting.

City Charter Committee Public Hearing

**June 15, 2015 – 6:00 pm
City Hall, City Commission Chambers
1376 E. Ninth St.**

**Jim Talbert, Chair
Robert M. Doughty II
John Gordon
Johnny Helmstetler**

**Pamela Lee, Vice Chair
Inez Moncada
Ruben Segura**

WELCOME & INTRODUCTIONS

Pam Lee, Vice Chair called the meeting to order at 6:00 p.m. Pam Lee, John Gordon, Ruben Segura, and Johnny Helmstetler were the committee members in attendance. The City Clerk announced there was a quorum present. **Robert Doughty was absent.** Chairman Talbert and Inez Moncada were absent but arrived shortly after the meeting began.

Vice-Chairman Lee called for those who would like to make public comment to come forward. When no one came forward she gave a synopsis of the proposed changes to the City Charter that the committee had come up with.

Jim Talbert joined the meeting at 6:01 p.m.

1. Review of the proposed recommendations and additional information related to runoff elections.

Jim Talbert also covered some of the proposed changes. He agreed with Ms. Lee that they were trying to keep the Charter as simple and understandable as possible.

Inez Moncada joined the meeting at 6:07 p.m.

Mr. Gordon pointed out whatever we do here will be presented to the Commission for review and approval/disapproval. Chairman Talbert said the Charter Committee's recommendations would be presented to the City Commission on July 14, 2015 at their regular meeting. He reminded all in attendance that no changes would be made tonight because this was a Public Hearing. Everything would be taken under advisement and considered at the Charter Review Committee meeting tomorrow night at 5:30 p.m., where they hoped to establish the final document.

2. Public Comment.

Chairman Talbert read a written statement by Harv Hamilton who could not be in attendance tonight. The statement said Mr. Hamilton wanted to submit for their consideration a rewrite of portions of the current Charter, but did not specify what these would be. He also wanted some clarification on some items, but would attend the next City Commission meeting on June 23, 2015 to present his ideas. Chairman Talbert reminded those in attendance that their comments would be limited to three minutes each, and that tonight's meeting was being broadcast live on the radio.

David McElroy felt that the Mayor At-Large should receive at least 50% of the vote. He supported the recall item and hoped it wouldn't be too difficult for a citizen to work with. He also wanted the Committee to be more specific on the steps to be taken for a recall, and asked Chairman Talbert to explain. Chairman Talbert told him the way it is written now is that a certain percentage of eligible voter signatures are needed, depending on what type of recall it is. The percentage is 20% of the registered voters. Mr. McElroy asked how long is given to obtain the signatures, and Chairman Talbert said there was not a time limit except in the case of how close it is to the next election.

Mayor Susie Galea commented about the runoff for the Mayor At-Large election. She thought the cost of \$30,000 for an election was a hardship for our small community. When she was elected as mayor in the 2014 Election she was about 170 votes shy of 50%, and she didn't think that justified a runoff. If there is a small margin between candidates, maybe a percentage of votes should be considered for a runoff, but not 50%.

Chairman Talbert responded that the Committee had looked at other cities using the 40% mark as opposed to 50%, for the very reason she talked about. They were also considering what to do if the gap between the two front runners was 20%.

Mayor Galea stated in order to get more people to run in the 2018 race, perhaps there needed to be a greater financial incentive. Chairman Talbert pointed out one of the proposed additions to the Charter states any further compensation would be established by ordinance, so the Charter would not have to be changed if it was decided to alter the compensation amount, making it much easier to do. Mayor Galea asked if the Charter Committee had a recommendation for an increase, and it was decided to talk about it at their meeting tomorrow.

Mr. Segura reminded everyone the Charter Committee had not voted on any of the recommendations to date.

Lori Armstrong asked for clarification on the 20% requirement of registered voters for a recall. She asked what the voter turnout had been for the last few elections, and City Clerk Cantin said the 2014 Election had a 19% voter turnout, and in 2012 there had been about 13%. The average is about 13%. Ms. Armstrong thought the 20% requirement was extraordinarily high. Chairman Talbert explained ARTICLE IX, Section 3, - Recall. Ms. Armstrong thought it would be hard to get 20% of the voters when we can't get 20% to vote in the general elections. She suggested a percentage of the last election instead of a percentage of the overall. Chairman Talbert and Mr. Helmstetler said these comments would be considered.

Margaret Scanlon came forward to ask if the amount paid to the Commissioners and Mayor was taken out of the General Fund, and was told yes. She felt their salaries should be frozen while the City was going through budgetary problems. Chairman Talbert explained that is why they were proposing any additional compensation shall be established by ordinance, and when a commission voted to change compensation by ordinance it would not begin until after the next election. The public would have an opportunity to add input during this process. She said they had been told by the City Commissioners that the Mayor and Commissioners would not be speaking tonight. Chairman Talbert remarked that any citizen could speak at this meeting.

Vice-Chairman Lee commented if you put the pay amount in the Charter, it remains fixed until a vote on the Charter. If it is done through ordinance it gives greater flexibility in establishing the rates and gives the voter the ability to sanction the commissioners if they vote for a pay raise that is deemed inappropriate. Ruben Segura noted we wanted to tie in wording to be consistent with what is in place.

Lori Armstrong said that if the voters are voting every two years and approve changes to the pay scale, why does there need to be any additional compensation. Chairman Talbert explained the commissioners get \$50.00 per meeting which can be voted on by the electorate, and the additional compensation is \$500 per commissioner a month and \$750 a month for the mayor.

Lori Bies asked about ARTICLE IX. – THE MUNICIPAL JUDGE, second paragraph on page 5, related to Municipal Judge. Chairman Talbert replied this was being removed because it violates the New Mexico Constitution – no term limits for Municipal Judges. Ms. Bies noted the numbers from the last election and how many signatures it would take to get a recall. If the number was 20% of those who voted as opposed to 20% of registered voters in the City at the time of the election, the amount would be less. She suggested changing the percentage to 10%. Vice-Chairman Lee understood there had been a period in the City's history when the recall process had run wild, and Ms. Bies agreed and said she didn't want to go back to what we had before.

June 15, 2015 Amended

David McElroy wondered why there was such a low voter turnout. He felt it was because the voters didn't think the City was responsive to them and their vote wouldn't count.

Mr. Gordon said Lori made a comment about ordinances. He felt that fell under the referendum and initiative petitions that had lesser requirements – 20% of the last four elections.

Lori Bies said the Charter states it would either be 20% of the average who voted at the previous four elections or 20% of the number of voters who voted at the previous regular city election. She felt it was hard enough getting people to vote, and would be even harder to get signatures. It is a national situation and is unfortunate; there are not many here tonight.

Mr. Helmstetler remarked the Committee had tried to keep the Charter as simple as possible in order to make it flexible.

3. Other comments.

Mr. Gordon thanked the members of the public who showed up tonight. Chairman Talbert thanked those serving on the Charter Review Committee.

ADJOURN

The meeting was adjourned at 6:37 p.m.

Minutes respectfully prepared by Nancy E. Jacobs, Deputy City Clerk.

City Charter Committee Meeting Minutes

June 16, 2015 – 5:30 pm
City Hall, City Commission Chambers
1376 E. Ninth St.

Jim Talbert, Chair
Robert M. Doughty II
John Gordon
Johnny Helmstetler

Pamela Lee, Vice Chair
Inez Moncada
Ruben Segura

CALL TO ORDER & ROLL CALL

Chairman Jim Talbert called the meeting to order. Roll call was taken by the City Clerk. Clerk Cantin announced there was a quorum present.

1. Approve the Minutes of the June 8th Meeting.

Inez moved to approve the Minutes of the June 8th meeting. Pam seconded the motion. Motion carried by a vote of 7-0-0.

Chairman Talbert asked to add to the June 15th Public Hearing Minutes that Bob Doughty was absent.

Ruben moved to approve the Minutes of the June 15th Public Hearing as amended. Pam seconded the motion. Motion carried by a vote of 7-0-0.

Chairman Talbert noted Harv Hamilton had submitted some ideas that he wanted to cover first. They concerned items that were the adjustments for separating the Commission from seven (7) to six (6) with the Mayor.

The first was ARTICLE VI, Section 3 – Vacancies – to add **“if the Mayor terminates residency in the City”** to the end of paragraph A. City Attorney Thies said if they move out of the city limits they automatically forfeit their office. Ruben said it is already applicable by state law and the Committee agreed not to add the language.

The next was to add to ARTICLE VII, Section 5 – Meetings – at the end of the second sentence with **“and the Mayor.”** (“A quorum consists of a majority of incumbent Commissioners **and the Mayor.**”)

The third suggested change was, ARTICLE VII, Section 7- Incompatibility of Offices. “No member of the Commission **or the Mayor** may hold any other local, state, or federal elected office.”

Vice-Chairman Lee suggested adding to the next sentence “Acceptance of the second elected office constitutes an automatic resignation from the position of Alamogordo City Commissioner **or the Mayor...**”

All the Committee members were satisfied with these changes.

2. Review comments & suggestions from the Public Hearing.

Chairman Talbert said the majority of discussion at last night’s Public Hearing was concerning how many people need to be on a petition to establish a recall election, and also the issue of runoffs. The current Charter did not mention runoff and we have looked at adding this. He referred the members to the information from other cities explaining how they carry out a runoff. Some state 40% as opposed to 50%, and if there is 20% difference between the two top candidates then a runoff would not be

necessary. Chairman Talbert suggested the wording **“if a person receives more than 40% of the vote, and there is less than 20% difference between the top two candidates, then we would look at a runoff.”**

Vice-Chairman Lee didn't think this would help the situation. She felt the majority of the voters who vote in the election should vote for the Mayor. That majority would only be a majority if over 50% of the vote, so she didn't want to make the change.

Ruben said whatever we do must be consistent throughout, and both positions should have the same standard.

Inez stated it's very difficult to run in an election; you have to get out there and do your very best. She wanted to leave it as it is presently. If the candidate didn't get out there to get the votes the first time, they probably wouldn't have any luck a second time. She mentioned it would entail money on both sides.

Johnny didn't think many would turn out for a runoff.

Pam said we operate on the assumption that Alamogordo only generates a voter turnout of less than 19%. One reason that is true is because we hold our elections in March while other major elections are in November, so if we hold our elections in November people will come out to vote. City Clerk Cantin stated this is because of state statute. Vice-Chairman Lee said the public should be pushing to change that law. She felt it better to have a runoff so one person would get the majority.

Johnny asked if anyone had thought about ranked balloting/instant runoff balloting. It would accomplish the same thing without having a Special Election and he felt was worth considering.

Inez wondered what additional responsibilities were given to the Mayor At-Large to warrant a runoff. Chairman Talbert told her the Mayor At-Large was responsible for the whole city and not simply one district. City Clerk Cantin said the only additional responsibilities added were the State of the City address and the long range plans and goals.

Vice-Chairman Lee said our mayor's position is a 'weak mayor' approach which largely means the City Commission is in charge, so the mayor doesn't have any more authority than the commissioners. She said the original Charter Committee discussed this quite a bit.

Bob felt it needed to be made as simple as possible and was in favor of the highlighted wording under ARTICLE VI, Section 2.B In the regular City Election for Mayor, the candidate receiving the greatest number of votes is elected unless that candidate fails to receive more than 50% of the vote. In that case, there shall be a special run-off election between the two candidates receiving the greatest number of votes. The run-off election shall be held within 30 days after the date that the final canvass is completed.

John agreed. Johnny Helmstetler also thought it should read 50%.

Chairman Talbert said there will probably be a runoff in all the elections if we do this. City Clerk Cantin told the committee the two clerks she had talked to said they potentially have one every election. Ruben said it is a political strategy.

Bob felt our experience with electing a Mayor At-Large is new and we deserve to have one elected with more than a non-plurality vote.

City Clerk Cantin said there was a discussion about the 30 days, and from the other clerks she had talked to, she suggested not less than 35 days and not more than 45 days to call the runoff election.

Other clerks said it gave more leeway to pick an election day and not be as rushed. After that comment, the Committee decided to change the wording to **"within 45 days of the initial election"**.

Ruben asked when the count would begin and City Clerk Cantin said it would be after the canvass of the election which is done two days after the election, and no more than three days after the election. The wording was discussed and it was decided to change **"30 days of the initial election"** to **"45 days after the date that the final canvass is completed"**.

Chairman Talbert asked whether those candidates would have to re-file. Bob Doughty said the two candidates receiving the greatest number of votes was defined so the wording did not need to be included.

City Clerk Cantin said there was another thing in some of the sample wording from other municipalities about the publication requirement for an election resolution. A Special Election would be four consecutive weeks of publication, and almost all of the other municipalities said something to the effect that at least one resolution shall be published at least seven days prior to the runoff election. This would be beneficial to have in the Charter, or she would have to publish four times. Bob asked if this requirement was state law and City Clerk Cantin told him it was part of the State Election Code – Special Election is four publications and a Regular Election is two publications for the Election Resolution. The Committee decided to add this wording to the end of the paragraph – **"The city commission shall by resolution set the date of the runoff election and specify the names of the candidates. The resolution shall be published once at least seven days prior to the runoff election"**.

Bob moved to approve ARTICLE VI. Section 2. Elections. Changing section B to state:

In the regular City Election for Mayor, the candidate receiving the greatest number of votes is elected unless that candidate fails to receive more than 50% of the vote. In that case, there shall be a special run-off election between the two candidates receiving the greatest number of votes. The run-off election shall be held within 45 days after the date that the final canvass is completed. The city commission shall by resolution set the date of the run off election and specify the names of the candidates. The resolution shall be published once at least seven days prior to the run off election.

John Gordon seconded the motion.

Motion failed by a vote of 3-4-0. Jim, Inez, Ruben, and Johnny Helmstetler voted nay.

Chairman Talbert said he voted nay because he would rather have 40% in order to not force a run off at every mayoral election. Johnny thought it should be 50% and didn't think it merited a run off election; he was in favor of eliminating the entire paragraph. Ruben felt we should not include it, or include it for all elected officials. Inez felt the same as Ruben and didn't believe there should be a runoff.

Bob Doughty moved to approve making no changes to the entire Charter and disband the committee.

He felt we shouldn't vote on changing all these little things.

Pam Lee seconded the motion.

Johnny said there are some things to clean up and the question is whether the document is still working, and it is.

Pam Lee said we need to recognize we have a responsibility to clean things up. There is one significant thing that needs to be cleaned up and that is the majority of the people in the town vote for the Mayor. She urged one of the members who voted against the last changes to the section on Elections to bring it back for vote.

Johnny Helmstetler moved to approve reconsidering that motion she was speaking of.

Chairman Talbert noted that Bob's motion needed to be voted on first, and asked for a roll call.

A vote was taken on Bob's motion. Motion failed with a vote of 1-6-0. Bob Doughty voted yes.

Johnny would like to reconsider Bob's original motion to for Article VI. Section.2, Elections.

He explained the reason he wanted to reconsider the motion was because this committee is making recommendations to the City Commission. He said he is sitting on the fence with this recommendation; however we are simply making recommendations to the City Commission for their consideration.

Ruben seconded the motion. Motion carried by a vote of 7-0-0.

Johnny moved to approve the wording as is with the 50% - Changing section B to state:

In the regular City Election for Mayor, the candidate receiving the greatest number of votes is elected unless that candidate fails to receive more than 50% of the vote. In that case, there shall be a special run-off election between the two candidates receiving the greatest number of votes. The run-off election shall be held within 45 days after the date that the final canvass is completed. The city commission shall by resolution set the date of the run off election and specify the names of the candidates. The resolution shall be published once at least seven days prior to the run off election.

Ruben seconded the motion. Motion carried by a vote of 6-1-0. Inez Moncada voted nay.

Chairman Talbert said the next item, subject to some emails he had received today, was ARTICLE X. Section 3. – Recall. Paragraph 3 – **“The petition shall be signed by no less than 20% of the registered voters.....”** The people who had emailed him wondered whether the percentage should be changed.

Ruben moved to approve leaving the ARTICLE X, Section 3. Recall section as it is. Inez seconded the motion.

He felt signatures could be obtained if people are mad enough. Chairman Talbert suggested 10%.

Bob Doughty asked if Chairman Talbert was referring to 10% of registered voters instead of 20% of the average of those who voted in the last four elections. Chairman Talbert said the current wording was **“no less than 20% of the number of registered voters residing in the city at the time the Mayor was elected”**.

Vice-Chairman Lee said a recall should not be frivolous and should be done because there is overwhelming support by the public for it. She said 20% seems a little high, but 10% is too low. We need to decide how we feel about recalls. Ruben agreed with Vice-Chairman Lee. Inez also agreed. Johnny agreed it would be hard to say what an effective number would be.

City Clerk Cantin said each committee member had a handout of what other municipalities were doing.

Bob said we have experienced government by recall and he was not in favor of making recall elections any easier than our Charter has already established.

The Motion carried by a vote of 6-1-0. John Gordon voted nay.

Ruben moved to approve accepting the other correction changes. Johnny seconded the motion. Motion carried by a vote of 7-0-0.

3. Review the proposed recommendations and make final changes for recommendations to the City Commission on July 14th, 2015.

Chairman Talbert asked the Committee if this was the addition they wanted to send to the City Commission, and he said he would like to go through all the changes before voting. All agreed and they went through them all. City Clerk Cantin read through them all:

Page 1 - ARTICLE IV - Elected Officers: The elected officers of the City are six (6) Commissioners, one (1) Mayor, and one (1) Municipal Judge.

Page 2 – ARTICLE VI. -Elections **B: In the regular City Election for Mayor, the candidate receiving the greatest number of votes is elected unless that candidate fails to receive more than 50% of the vote. In that case, there shall be a special run-off election between the two candidates receiving the greatest number of votes. The run-off election shall be held within 45 days after the date that the final canvass is completed. The city commission shall by resolution set the date of the run off election and specify the names of the candidates. The resolution shall be published once at least seven days prior to the run off election.**

Page 2 – ARTICLE VI. – Elections: **B. C. If a tie exists after the certification of the results of any election, the determination as to which of the tied candidates is elected shall be decided by lot.**

Page 3 – ARTICLE VII.- Section 2. – Composition: ~~Commencing after the March 2014 regular City election,~~ **The governing body shall be comprised of six (6) members to be known as commissioners and one (1) member to be known as mayor. The six (6) commissioners shall be elected by the qualified voters of each of the six (6) single-member districts. The mayor shall be elected at large.**

Page 3 – ARTICLE VII, - Section 4. – Districts: ~~Prior to the 2014 regular City election, The Commission shall be divided the City into six (6) districts. For the 2014 regular City election only, to the extent possible, consideration may be given to avoiding contests between incumbents or the shortening of an unexpired term of an incumbent. Redistricting for the 2014 regular City election shall not result in the extension of the unexpired term of any incumbent beyond four (4) years. Each district shall be compact in area and as nearly equal in population as is possible. The boundaries of each district shall be established by ordinance. Within one year after publication of each National Census, the Commission shall reaffirm that the City is divided into six (6) Districts that are compact in area and as nearly equal in population as is possible.~~

Page 3 – ARTICLE VII. – Section 5. – Meetings: **All City Commission meetings are open to the public and the official records open to inspection, except for closed executive sessions held in accordance with the State Open Meetings Act. A quorum consists of a majority of incumbent Commissioners and the Mayor.**

Page 4 – ARTICLE VII, - Section 6. – Compensation: **Upon implementation of this Charter, Commissioners shall receive fifty dollars (\$50.00) compensation for expenses for each regular meeting attended and for each regular meeting not attended by reason of official City business. This minimum compensation shall not be changed unless the proposed change is submitted to, and approved by, the electorate at a regular City election. Any additional compensation shall be established by ordinance.**

Page 4 – ARTICLE VII. – Section 7. – Incompatibility of Offices: **No member of the Commission or the Mayor may hold any other local, state, or federal elected office. Acceptance of the second elected office constitutes an automatic resignation from the position of Alamogordo City Commissioner or Mayor, and the vacancy thereby created shall be filled in the same manner as other vacancies on the City Commission are filled.**

Page 4 – ARTICLE VIII. – Section 2. – [Powers and Duties of Mayor.], second paragraph: **The Mayor is the official head of the City for all ceremonial and military purposes. With the advice,**

and subject to the approval of a majority of the Commission, the Mayor shall appoint and may remove, if necessary, members of the public boards, commissions and committees of the City. The Mayor shall lead, guide and develop with the City Commission, City Manager, and other appropriate individuals, short and long range plans and goals for the City concerning its growth and development. The Mayor shall present an annual state of the City message or report to the City Commission, at a Public Meeting determined by the Mayor.

Page 5 – ARTICLE IX. – The Municipal Judge, second paragraph: ~~Notwithstanding any other provision of the law to the contrary, no person shall be eligible to be elected to or serve in the office of Municipal Judge if that person shall previously have held such office for two (2) or more full consecutive terms. For the purpose of this article, terms shall be deemed consecutive unless more than four (4) years apart, and a term shall be deemed full if a person has served at least half of the time allotted for the term. Service as Municipal Judge prior to the adoption of this section shall not count in determining length of service. The provisions of this section are hereby held severable and if any should be held invalid, the remainder shall stand.~~

Page 6 – ARTICLE X. – Section 3. – Recall, first paragraph: Any City Commissioner, including the Mayor, is subject to a recall election. Upon petition seeking a recall of a Commissioner or Mayor, the Commission shall call a special election within sixty (60) days, unless the regular City election occurs within ninety (90) days.

Bob asked the City Clerk to email all of these changes to each Committee member tomorrow.

Bob Doughty moved to approve accepting the whole document and instructed the clerk to give it to the City Commission at their July 14, 2015 Regular meeting. Ruben seconded the motion. Motion carried by a vote of 7-0-0.

4. Discuss the presentation of the recommendations to the City Commission.

Chairman Talbert said he would attend the July 14, 2015 City Commission meeting to answer any questions, and he invited all the other members to attend.

Ruben stated it has been an honor to be a part of this and to be a part of democracy.

ADJOURNMENT

Ruben Segura moved to adjourn at 6:45 p.m. Bob Doughty seconded the motion. Motion carried by a vote of 7-0-0.

Minutes respectfully prepared by Nancy E. Jacobs, Deputy City Clerk.

From: Harv Hamilton

Subject: Recommendations for the City Charter Update

To: The City Commission Members

1. I was not able to complete writing my recommendations for the Charter update before the last time the Charter Committee met. But I will use the Article numbering and text of Committee's proposal as bases for my own.

2. My Article III is a combination of the Committee's Articles III, IV, V and IX.

ARTICLE III - ELECTED OFFICERS

A. The elected officers of the City are one (1) Mayor, (6) District Commissioners and one (1) Municipal Judge.

B. Any registered voter ^{in the City} may vote for and be a candidate for Mayor and the Municipal Judge.

C. Any registered voter may vote for and be a candidate for District Commissioner, But a voter shall only vote for or be a candidate for the Voter District in which he or she resides.

D. All candidates for elective office must have resided in the City for a period of not less than ninety (90) days immediately prior to the date of filing.

E. Each candidate for City Office shall file a disclosure statement with the City Clerk at the time of filing for office. The statement shall identify all real property and businesses in which the candidate has a financial interest.

F. The Municipal Judge shall be elected for a four (4) year term and shall serve in accordance with applicable state law.

3. My Article IV is the Committee's Article VI.

{ Rather than copy or rewrite this entire
Article I will only identify things that should
(be eliminated, reworded or punctuated
differently. }

a. "representing districts" should be eliminated in paragraph A of Section 2-Elections.

b. I believe paragraph A of section 3 - Vacancies should be divided into 2 sentences and the 2nd resulting sentence be reworded:

(1) substitute a period for the comma after sixty (60) days; then

(2) Rewrite the rest as follows:

But a majority of the remaining commission members ^{can} vote to retain the absent commission member for an additional sixty (60) days, which vote must take place at the next regular meeting.

- c. The first sentence of paragraph B of Section 3 - Vacancies should be rewritten:

A vacancy in the Commission occurring after the completion of one-half of that Commission member's term shall be filled by appointment to the commission of a person eligible under Article III.

- d. The last sentence of paragraph B in Section 3 should be changed to read:

The Commission member so appointed or elected shall serve for the remaining part of the term of office of the Commission member he or she is replacing.

4. My Article V is the Committee's Article VII.

(Once again I'll only point out what should be changed in this Article.)

- a. Section 1 should be re-titled "Equality of Commission Members". Also^{it} should be rewritten to read:

All Commission members, except as otherwise provided in this Charter, shall have equal privileges and prerogatives.

- b. Re-title Section 2 - "Government Composition" and rewrite it to read:

The City Commission will govern the City."

I shall be composed of the Mayor and six (6) 4 District Commissioners.

c. Section 3 - Terms of Office should be rearranged and reworded:

The term of office for Commission members shall be four (4) years and shall begin upon the certification of their election. Elections shall be held on a staggered basis. Four (4) incumbent Commission members can stand for reelection in 2016. The remaining three (3) incumbent members can stand for re-election in 2018.

d. The remaining sections of this Article need only be tinkered with to substitute "Commission Members" where appropriate.

5. My Article VI is the Committee's Article VIII.

a. Are the parentheses needed around the Section titles in this Article?

b. In paragraph D in Section 1 of this Article "(selection; Term; Removal)" indicates only commissioners can second a motion to remove the Mayor Pro-Tem. Should the Mayor be able to do so? It also indicates only Commissioners can vote for that removal; should that be corrected or changed?

c. In Section 2 - (Powers and Duties of Mayor)

- (1) Is the the second sentence in the first paragraph needed considering the "Equality of Commission Members" Section in my Article V?
 - (2) What are some examples of military purposes?
 - (3) The Commission by vote or consensus develops the long and short range plans and goals for City growth and development. The State of the City message should reflect that.
6. I've included the requirements of the committee's Article IX in my Article III.
7. My Article VII is the Committee's Article X.

In Section 3 - Recall

- (1) The first sentence of the first paragraph should be changed to read:

All City Commission members are subject to recall.

- (2) The second sentence of this paragraph should be changed to substitute "Commission Member" for "Commissioner or Mayor."

(3) I believe the fourth paragraph should be rewritten as follows:

A Commission member's office shall be declared vacant if the voters favoring recall equals or exceeds the number of votes he or she received when elected. His or her office shall then be filled in the same way other vacancies are filled. A Commission member which is recalled shall not be eligible for re-election until the expiration of the original term for which he or she was elected.

(4) "Commissioner or Mayor" should be replaced with "Commission member" in the fifth paragraph.

8. My Article VIII is the Committee's Article XI, and be rewritten to reflect a woman can also be the City Manager.

9. My Article IX is the Committee's Article XII.

Should Section 5 or the footnote be revised?

10. I still believe when Commission members are sworn in they should swear to uphold the City Charter as well as the U.S. and state Constitutions.



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/1/2015

Report No: ■ 10

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**

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

UT470I07

CITY OF ALAMOGORDO, NEW MEXICO

5/06/15
15:56:32

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

$$1500 \times 1.40 = 21.00$$

$$\times 16.00$$

336.00

217.60

553.60

11/28/14 - 1/8/15

217.60 ÷

13.60 =

16.00 *

0. *

1,500. *

16. =

24,000.00 *

0. *

0. *

0. *

T1 (100)

no previous adj

UT300101

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

Amount due: \$.00

Pending: \$.00

Customer/Location status: F

Type options, press Enter.

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
9323.00F3=Exit F5=Print history
F8=Pending/history transF6=Meter inventory
F9=Budget transF7=Meter svc info
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

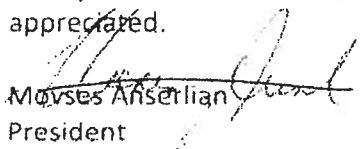
TO CITY OF ALAMOGORDO
UTILITY BILLING DIVISION

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 Apelcia
Alia Apel

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/2/2015

Report No: ■ 11

Submitted By: Matt McNeile, Assistant
City Manager

Subject: Consider and act upon, Resolution No. 2015-31 approving the submission of an application to the United States Department of Transportation for financial assistance under the Small Community Air Service Development Program (SCASD) for an air carrier service guarantee and/or marketing and promotion project, providing for a 20% match. **(Roll call vote required)** *(Matt McNeile, Assistant City Manager)*

Fiscal Impact: \$100,000
Amount Budgeted: \$0.00
Fund: TBD

Additional Fiscal Impact: The match of \$100,000 is currently not budgeted. If approved by the City Commission, a budget resolution will be processed for the approval of the \$100,000.

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

Background: On February 10, 2013 the Airport Advisory Board met and discussed possible grant funding opportunities to enhance the operations of the airport and considered the Small Community Air Service Development Program (SCASD) as a viable option.

Subsequently, the advisory board researched the grant and conducted a survey to determine customer demand for commercial air travel. In addition, members of the board met with representatives of a commercial airline company to discuss if the interest existed. The City of Alamogordo has contracted with the Boyd Group to prepare the grant application. The Boyd Group specializes in assisting communities in obtaining regional jet service. The Airport Advisory Board is making a recommendation to proceed with up to a \$600,000 grant application. The 20% match for the grant is \$100,000. The deadline for submitting the grant proposal is July 22, 2015.

RESOLUTION NO. 2015-31

APPROVING THE SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FINANCIAL ASSISTANCE UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM (SCASD) FOR AN AIR CARRIER SERVICE GUARANTEE AND/OR MARKETING AND PROMOTION PROJECT; PROVIDING FOR A (25 PERCENT) MATCH.

WHEREAS, the City of Alamogordo, New Mexico ("Governing Unit") is an incorporated municipality within the state of New Mexico and is fully authorized to operate a municipal airport under Section §3-39-1, NMSA 1987 ; and,

WHEREAS, the City of Alamogordo is committed to advancing the airport operations in the interest of meeting the needs of community's traveling public; and,

WHEREAS, the United States Department of Transportation is soliciting applications, under a competitive grant program entitled the "Small Community Air Service Development Program (SCASD)"; and

WHEREAS, the SCASD grant program seeks to provide financial assistance to small communities in order to help them enhance their air services; and,

WHEREAS, City of Alamogordo is in currently in active discussions with an air service provider (American Airlines) to engage in a public-private partnership to facilitate air carrier services in the Alamogordo Airport; and,

WHEREAS, the service provider is requesting a financial guarantee to offset airfare operational loss; and;

WHEREAS, in the event the service provider does not use the financial guarantee, the funding will be used for marketing and promoting the Alamogordo Airport.

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

Section 1. That City Staff is directed to apply for a grant the United States Department of Transportation, with the Mayor as signatory authority for such a grant.

PASSED APPROVED AND ADOPTED this _____ of _____ 2015.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

Susie Galea, Mayor

ATTEST:

Renee L. Cantin, City Clerk

APPROVED AS TO FORM;

Stephen P. Thies, City Attorney

Grant Application Under the
Small Community Air Service
Development Program

Alamogordo - White Sands
Regional Airport

Alamogordo, New Mexico

Docket OST-2015-0126

DUNS # 08-685-4825

Congressional District: ~~XX~~

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Technical Outline

Official Sponsor

Alamogordo – White Sands Regional Airport

Point of Contact for this Application:

Mr. Matt McNeile
Assistant City Manager
City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310

Additional Community Support Organization

....Entity – Chamber, EDC, Ad hoc Air Service Committee...

Brief Project Description

This application requests a grant in the amount of \$500,000, which will be accompanied by a local cash match of \$140,000 from the community, to provide funds via a revenue-guarantee program which is intended implement and develop service from an already-identified and interested full-schedule network carrier, .

Eligibility

Alamogordo is compliant with all eligibility requirements, as outlined in Docket DOT-OST-2015-0126.

Data Sources

The data utilized in this application is based on airline-reported and BTS-reported information, analyzed by Aviation DataMiner™. Passenger O&D data are further reconciled with T-100 and local airport filings to address any gaps in airline reporting.

Proposal Outline

The City of Alamogordo, New Mexico, herein respectfully submits an application for a grant under the 2015 Small Community Air Service Development Grant Program.

Background Information

The Alamogordo air service deficiency is essentially a poster-child for the intent and spirit of the Small Community Air Service Development Program.

The regional population is over 85,000. The community represents also a very strong military and government presence. Today, however, it has no scheduled air service, and all such access is via non-Interstate US 54 to El Paso, entailing over two hours' drive.

While this situation is found elsewhere in the nation, Alamogordo generates significant air passenger traffic – at levels that the Airport and Community feel can easily support nonstop service to the American Airlines global hub at Dallas-Ft. Worth International Airport. As noted in this application, the region generates over 90,000 annual O&D passengers, plus substantial military traffic. It is forecast that almost 30% will be recaptured by the service this grant will make possible.¹

What differentiates Alamogordo from other small communities is that the region generates enormous passenger demand well beyond the civilian population base. Holloman Air Force Base not only generates substantial traffic across the US, but the facility is home to the training command of the German Air Force. This latter segment is estimated to generate substantial traffic between Alamogordo and Germany.²

Based on traffic demand analyses, the City estimates that between the civilian population and the military/government traffic, the market can very easily support two daily flights to the American Airlines DFW hub, using either 50-seat jets or 70-seat jets. For the purposes of this application 50-seat jet service is contemplated, but the load factors indicate that a larger aircraft can be supported.

¹ Today all traffic uses El Paso, two hours distant, which has over 90 daily flights in and out. Therefore, it cannot be expected that the new service will be able to recapture all of the leakage.

² Alamogordo has many of the same market characteristics of Manhattan, KS, where the combined civilian population and the military at Ft. Riley have transformed the airport from essentially zero traffic to 100,000 passengers in 2014.

Airline Industry Challenges

In the recent past, Alamogordo has experienced limited service via New Mexico Airways. These flights, however, did nothing to meet the opportunity represented by the region. The paucity service and the reliability were issues, but the main factor was that this service provided virtually no connectivity to the rest of the national and international air transportation systems. The service outlined in this application will address both of these shortfalls, resulting in robust new passenger revenue for the target airline.

Today, as the Department knows well, the traditional US scheduled airline system is not in an expansion mode, either in regard to aircraft fleets or route system reach.

Therefore, to attract viable, connective scheduled air service to meet the needs and opportunity represented by Alamogordo, two factors must be in place:

1. There must be a major airline system that is interested and is clearly identified. This is not a situation where the community can take data and shop it to "the airlines." In the case of communities such as Alamogordo, there must be clear airline candidate.
2. There must be an incentive for the airline to move expensive aircraft resources to the new market. Alamogordo has a compelling traffic demand situation, but the target carrier will need some level of risk-offset. This is one of the foundational purposes of the Small Community Air Service Development Program.

Alamogordo has the first factor in place. American Airlines has visited the region and has evinced further interest in the market.

This grant will satisfy the second requirement, and be instrumental in bringing the globe to this region of New Mexico.

The Critical Importance of This Grant

The Alamogordo opportunity is specific and clear. The community understands that the market represents new revenue that fits the strategic planning at one carrier system – American Airlines.

While the grant will certainly be available to any network carrier, as a matter of reality, it is American that is the most likely candidate due to its corporate market strategies of pursuing traffic at points with significant military traffic.³

The service herein will not only open this region to the rest of the world, but will provide enormous increases in efficiency for the government and military sectors, saving hours of travel time by being able to use the local airport.

The combined factors of strong military presence, civilian traffic demand, and the facilitation of this grant, will bring viable air service to an entire region of rural New Mexico.

With these factors in mind, the Airport and community would ask that the Department review this application and give it favorable consideration.

All correspondence regarding this application should be directed to:

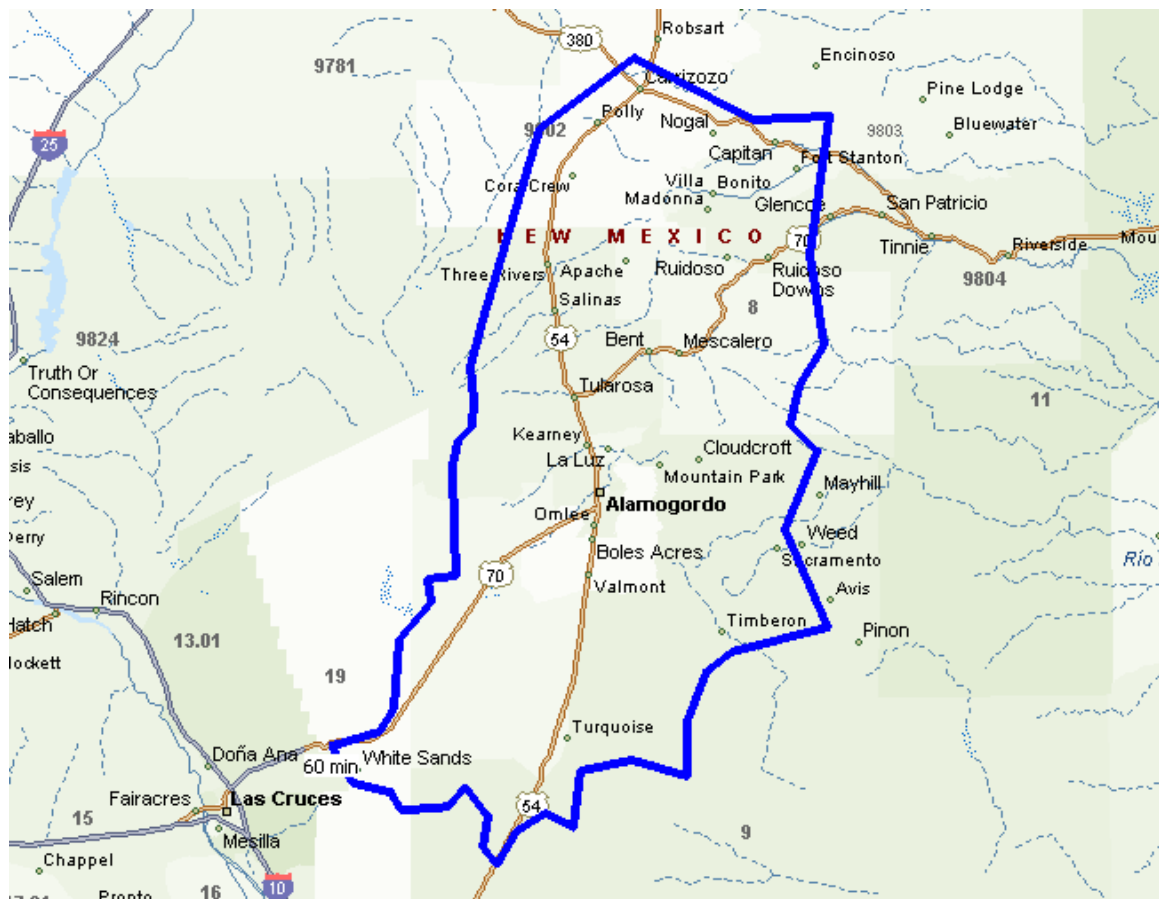
Mr. Matt McNeile
Assistant City Manager
City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310

³ This is the case with Manhattan KS (Fort Riley), and at Watertown, NY, (Fort Drum). American has also served Columbus GA and Cheyenne, WY (Air Force installations.) The potential at ALM is higher than these other points due to the international component and its isolation from any major connecting hub airport. The service proposed herein represents similar connectivity to that now used at El Paso, more than two hours away.

Market & Service History

Alamogordo – White Sands Regional Airport accesses a region with a population of over 85,000.

In addition to Holoman AFB, White Sands, and other military/government facilities, the region is also a growing year-round vacation area, including Ruidoso and mountain resorts communities such as Cloudcroft.



True traffic generation that will accrue to these leisure destinations is not a factor included in the forecast completed for this application, simply because there has not been truly viable and connective air access to the region in the past.

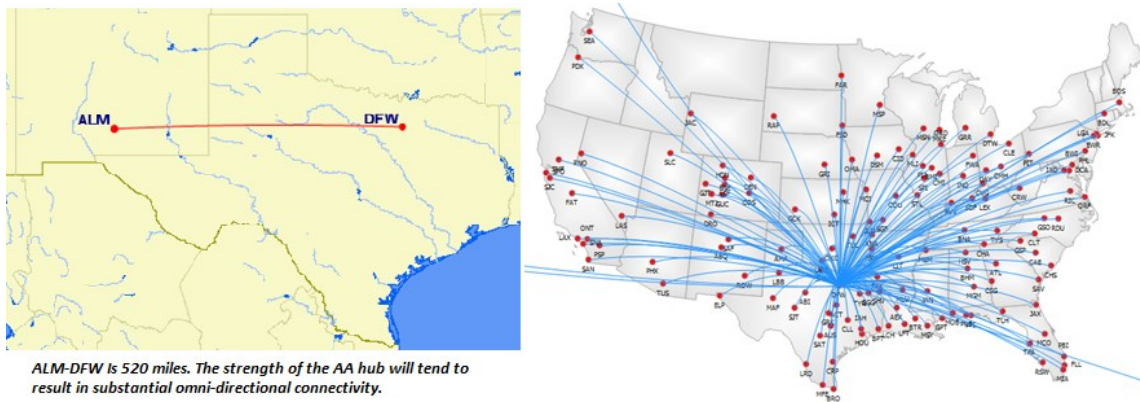
Therefore, the forecasts provided in this this application revolves strictly around the local population traffic forecast plus that estimated generated by Holoman and related federal facilities.

One unique factor at ALM is the presence of the German Air Force Tactical Training Center, which will produce substantial international traffic that will cross support the Alamogordo domestic traffic.

The Air Service Solution

This grant will be available to any major carrier system that will provide substantial domestic and international connectivity to one of its hubs.⁴

However, as a matter of reality, the most likely target, due to hub traffic composition and – importantly – airline strategies, American Airlines is the first logical target. The reasons are several, not the least of which is that the carrier has already visited Alamogordo, but the main one is that AA actively seeks to enter and build markets with a strong military/government component.



The top target is service to that carrier's hub at DFW International Airport. The enormous scope of this AA operation – over 800 departing flights each day, with over 90,000 available seats – will provide this region of New Mexico with omni-directional connectivity to points across North America, as well as the rest of the globe.⁵

Important to this is the access the AA hub will allow for the capture of a substantial percentage of the Holoman-Germany traffic, which is an important component of the demand base. As noted in the introduction, the community has met with American *on-site at Alamogordo* and has expressed interest. This grant will be essential to translating this interest into opening of the market.

⁴ Specifically, service via an independently-branded airline, such as was seen with Air New Mexico, will not meet the needs of the community in regard to full connectivity and the objectives of this application.

⁵ Even to points in the US West, the access over DFW is superior to the option of a 2-hour drive to EL Paso and connecting at another, weaker hub. However, to remain conservative, the forecasts herein are focused on destination demand to the Eastern US.

Traffic Forecast

It is not an exact science to forecast demand in an unserved market. However, we can get a general feel for the potential by reviewing other similar situations.

Comparing similar size markets, the basic traffic estimate is that the region, outside of extraordinary traffic generators, generates approximately 90,000 annual O&D traffic.

Market Data	Wenatchee, WA	Lewiston, Idaho	Dothan, Alabama	Manhattan, KS	Roswell, New Mexico	Market Averages	Alamogordo, New Mexico
Population	107,884	61,419	101,547	117,081	79,556	93,497	84,294
Personal Income (\$ Millions)	\$2,608	\$1,495	\$2,351	\$2,570	\$1,474	\$2,097	\$1,804
Per Capita Personal Income	\$24,176	\$24,333	\$23,152	\$21,949	\$18,523	\$22,427	\$21,406
2011 Enplanements	50,927	62,845	46,388	58,672	37,262	51,219	
Enplanements-per-Capita	0.47	1.02	0.46	0.50	0.47	0.55	
Enplanements-per-\$ Million Personal Income	19.53	42.05	19.73	22.83	25.29	24.43	
ALM Enplanement Generation Using Enplanements/Population Ratio:							46,177
ALM Enplanement Generation Using Enplanements/PI Ratio:							44,076
<i>Average of Two Methodologies:</i>							45,126
SOURCE: Microsoft MapPoint software, FAA data, US Census data, and T-100 filings via Aviation Dataminer ®							

These are enplanement (outbound) data only. For total traffic (in and out, "O&D") they are doubled below. We note that this traffic will not be entirely captured by the service outlined herein. El Paso, although a two hour drive away, has 48 daily departures, from four major airline systems. Therefore, the forecast herein contemplates the following traffic capture by component:

Traffic Generator	Traffic Est.	Capture %	Total
Local Civilian O&D	90,252	35.0%	31,588
US Military & Government	45,000	40.0%	18,000
German Command	5,500	50.0%	2,750
Total Traffic	140,752	37.2%	52,338
	O&D	Pct of ALM Total	
International Share	5,277	10.1%	

The international share is the combination of the traffic generated by the German Air Force, plus an estimate of an 8% share of the local civilian O&D being to international destinations. This illuminates the value of ALM to the target carrier.⁶

⁶ The Holloman traffic forecast includes official military and personal travel by base-related customers, including families, visitors and vendors. The German traffic is felt to be conservative, as each German military member and his/her dependents are provided one trip each year to Germany. Plus, there is substantial visitor traffic from Germany as well.

Forecast By Domestic O&D

Based on analyses of similar markets of similar size with nonstop service to DFW, including Roswell, a market-by-market projection for the new service has been accomplished. Within this, specific military traffic flows were also considered. Below is the estimated domestic top 20 destinations for the American service made possible by this grant.

Rank	Market	P sgr	% of P ax
1	DFW	26,372	28.0%
2	DCA/IAD	5,647	6.0%
3	SAT	4,236	4.5%
4	COS	2,918	3.1%
5	IAH	2,772	2.9%
6	OKC	2,315	2.5%
7	MCO	2,030	2.2%
8	AUS	2,018	2.1%
9	ORD	1,845	2.0%
10	TUL	1,695	1.8%
11	BNA	1,387	1.5%
12	LGA	1,359	1.4%
13	ATL	1,319	1.4%
14	DTW	1,188	1.3%
15	MIA	1,064	1.1%
16	TPA	1,063	1.1%
17	MSY	1,023	1.1%
18	STL	969	1.0%
19	MCI	942	1.0%
20	PHL	929	1.0%
Total All Domestic		47,061	89.9%
Add Intl Components		5,277	10.1%
Total Forecast		52,338	100.0%

This forecast, based on 50-seat aircraft, with two flights weekdays, two on weekends, and a 98% completion factor will generate a reasonable load factor of over 81%.

American Eagle	Fts/Year	Seats	Est Load Factor
Totals	1,223	61,152	85.6%

A unique feature of this traffic is the high-revenue international component. Assuming that approximately 10% of the locally-generated traffic is international (a reasonable figure approximating that at other small communities).

This represents a major revenue source for the target carrier, and is a factor that points to the success of the proposed service.

The Grant Implementation

In summary, the Community and the Airport are requesting a grant in the amount of \$500,000 to facilitate the recruitment of American Eagle service to Dallas-Ft. Worth international airport.

The funding will be matched by a 20% local cash match, plus in-kind services and support for the carrier.

The funding is envisioned to support three critical components to recruit and develop this service. These are: a risk/revenue guarantee, marketing support, and logistical support for the carrier in establishing flight operations at Alamogordo-White Sands Airport

The Risk/Revenue Component

This will follow the usual pattern set at other airports across the nation in utilizing SCASD program funds to recruit airlines.

This will entail:

- Pre-determined per-flight costs will be negotiated, with adjustments for fuel costs.
- Revenues generated as a result of the new flight will be determined in negotiations with the carrier.
- The program is planned for one-year period, starting on date of the new flight operation. Revenue and costs will be analyzed on a monthly basis and settlement computed after the end of each six-month period.

The Marketing Component

This is a new service at a formerly unserved airport. Therefore, the marketing efforts will focus on enlightening the local population on the benefits of the new flights. This will include clear discussions of the costs v the drive to El Paso, and it will be natural for some fare levels locally to be higher than at that airport, where Southwest has nearly 40% of the flights.

The Holoman-generated traffic will be captured via the support of the local base management, which is in enthusiastic support of the application.

Close liaison with American and the base travel generators will be established to assure that the international component is captured, and that the target

consumers on both sides of the German market are well aware of the new connectivity to and from the EU.

The community will focus efforts mainly on direct contact and direct focus on travel generators via a range of mediums, including print media, electronic media, and social media.

Implementation & Logistical Support

Today, airlines not only insist on revenue guarantees, but are increasingly looking for some relief in regard to setting up an entirely new station operation, such as Alamogordo – White Sands Regional Airport.

For the reason, the grant application includes some funding for this purpose. The intent is to help offset the airline's costs of moving appropriate aircraft-specific equipment to the airport, setting up computers, backwalls and baggage equipment.

For this purpose, the application contemplates a funding of up to \$20,000 for specifically pre-agreed upon expenses in this regard. It is *not* to be a payment to the airline, but a re-imbursement for logistical expenses in getting the facility customer and airline ready.

Funding Distribution

The hard cash distribution will be as follows:

Application	Grant Funds	Local Match	Total
Risk-Abatement	\$462,500	\$92,500	\$555,000
Implementation Support	\$16,667	\$3,333	\$20,000
Marketing	\$20,833	\$4,167	\$25,000
Totals	\$500,000	\$100,000	\$600,000

Continuing Support

The community is confident that traffic generation will ramp up quickly to the point of economic viability within the proposed 12 month grant period. It is again noted that the travel demand at Alamogordo is not unknown. The key will be to assure that a strong portion is captured by the new service.

Therefore, an on-going program of outreach and marketing and advertising in the region will be implemented at least 90 days before the start of service, and continue as a concrete part of the community's commitment to the carrier.

However, the community stands ready to provide American with additional support as necessary and possible after the end of the grant period.

Past Air Service Efforts

Effectively, Alamogordo has not had viable passenger service since 2008. Service has been attempted by small carriers, such as New Mexico Airlines, but these carriers had near-zero connectivity, and hence near-zero consumer value, and therefore near –zero passengers.

While efforts have been made to provide outreach to airlines, they simply have not met with any interest – which is essentially now the new situation for small rural communities.

This is what sets Alamogordo and its proposal apart. There is now a tangible and viable air service opportunity to open this region of New Mexico to the world.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/2/2015

Report No: ■ 12

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, a request by Darryl Gallent for an abatement of a utility bill for 1201 Maple Drive in the name of Greg and Jeannifer Fultz. *(Stephen Thies, City Attorney)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: The Legal department recommends Mr. Gallent's request be denied.

Background:

Mr. Darryl Gallent has requested the Commission forgive \$208.96 utility bill. His supporting documentation is attached. Included in that documentation is a copy of an email I sent to him on February 23, 2015. The email sets forth my position why Mr. Gallent can be held responsible for payment of the utility bill. At the time the utility bill was incurred, Greg and Jennifer Fultz were tenants of Mr. Gallent.

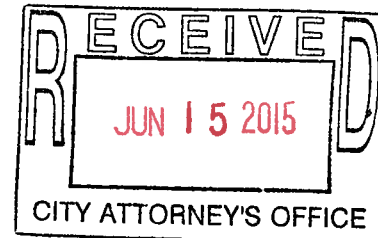
The legal department recommends Mr. Gallent's request be denied.

To: Stephen Thies, City Attorney
From: Stephanie Reyes, Utility Billing Collections Clerk *SR*
Date: June 12, 2015
Thru: Nichole Sierra, Acting Customer Service Manager *SN*
Re: Delinquent account; 1201 Maple Dr

PLEASE PLACE A LIEN AGAINST THE PROPERTY LISTED BELOW:

PROPERTY OWNER INFORMATION

Darryl & Josephine S Gallent
10 Camino Del Sur
Alamogordo, NM 88310



PROPERTY ADDRESS

1201 Maple Dr

LEGAL DESCRIPTION

Subd: HEIGHTS #2 Lot: 1 Block: 17

TENANT OCCUPIED HOME WHEN DEBT WAS INCURRED

Account Name: Greg or Jeannifer Fultz
Account Number: 92795 - 4768
Start Date: 01/14/13 Term Date: 01/26/15

BREAKDOWN OF CHARGES

TIME PERIOD

Bill:	02/26/13	Service:	01/14/13 to 02/19/13	\$	64.35
Late Charge:	03/26/13			\$	50.06
Bill:	03/26/13	Service:	02/20/13 to 03/19/13	\$	10.00
Payment:	04/01/13			\$	(74.35)
Late Charge:	04/23/13			\$	10.00
Bill:	04/29/13	Service:	03/20/13 to 04/16/13	\$	53.15
Late Charge:	05/29/13			\$	10.00
Bill:	05/29/13	Service:	04/17/13 to 05/15/13	\$	53.15
Payment:	06/20/13			\$	(154.21)
Bill:	06/25/13	Service:	05/16/13 to 06/12/13	\$	94.21
Late Charge:	06/25/13			\$	10.00
Payment:	07/02/13			\$	(32.15)
Late Charge:	07/23/13			\$	65.91
Bill:	07/30/13	Service:	06/13/13 to 07/15/13	\$	10.00
Payment:	08/15/13			\$	(135.21)

BREAKDOWN OF CHARGES

Continued

TIME PERIOD

Payment:	08/19/13				\$ (65.91)
Bill:	08/27/13	Service:	07/16/13	to 08/15/13	\$ 85.70
Late Charge:	09/24/13				\$ 10.00
Bill:	09/24/13	Service:	08/16/13	to 09/13/13	\$ 51.73
Late Charge:	10/22/13				\$ 10.00
Payment:	10/28/13				\$ (96.00)
Off Cycle Bill:	10/30/13	Service:	09/14/13	to 10/15/13	\$ 82.87
Late Charge:	11/26/13				\$ 10.00
Bill:	11/26/13	Service:	10/16/13	to 11/13/13	\$ 50.32
Payment:	12/20/13				\$ (155.00)
Bill:	12/23/13	Service:	11/14/13	to 12/13/13	\$ 82.87
Late Charge:	12/24/13				\$ 10.00
Late Charge:	01/22/14				\$ 10.00
Payment:	01/24/14				\$ (59.62)
Bill:	01/28/14	Service:	12/14/13	to 01/15/14	\$ 82.87
Late Charge:	02/25/14				\$ 10.00
Bill:	02/25/14	Service:	01/16/14	to 02/13/14	\$ 50.32
Payment:	03/05/14				\$ (205.10)
Bill:	03/25/14	Service:	02/14/14	to 03/13/14	\$ 49.44
Late Charge:	04/22/14				\$ 10.00
Bill:	04/29/14	Service:	03/14/14	to 04/15/14	\$ 52.28
Late Charge:	05/28/14				\$ 10.00
Bill:	05/28/14	Service:	04/16/14	to 05/13/14	\$ 50.97
Payment:	06/11/14				\$ (152.68)
Late Charge:	06/24/14				\$ 10.00
Bill:	06/24/14	Service:	05/14/14	to 06/12/14	\$ 89.19
Late Charge:	07/22/14				\$ 10.00
Payment:	07/23/14				\$ (60.97)
Bill:	07/29/14	Service:	06/13/14	to 07/15/14	\$ 87.98
Payment:	08/22/14				\$ (99.19)
Bill:	08/26/14	Service:	07/16/14	to 08/15/14	\$ 85.04
Late Charge:	08/26/14				\$ 10.00
Payment:	09/19/14				\$ (66.98)
Late Charge:	09/23/14				\$ 10.00

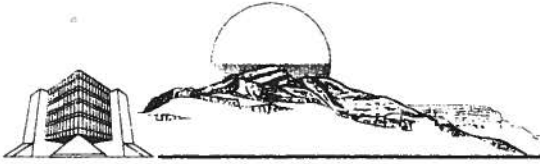
BREAKDOWN OF CHARGES

Continued

TIME PERIOD

Bill:	09/29/14	Service:	08/16/14	to	09/17/14	\$	86.51
Payment:	10/03/14					\$	(95.04)
Bill:	10/28/14	Service:	09/18/14	to	10/17/14	\$	51.02
Late Charge:	10/28/14					\$	10.00
Payment:	11/20/14					\$	(127.51)
Late Charge:	11/25/14					\$	10.00
Bill:	11/25/14	Service:	10/18/14	to	11/17/14	\$	85.04
Late Charge:	12/23/14					\$	10.00
Bill:	12/30/14	Service:	11/18/14	to	12/19/14	\$	51.02
Deposit Refund:	01/27/15					\$	102.88
Final Bill:	01/27/15	Service:	12/20/14	to	01/26/15	\$	(70.00)

Subtotal	\$	208.96
Admin Fee	\$	200.00
Total	\$	408.96



City of Alamogordo



February 23, 2015

Greg & Jeannifer Fultz
1201 Maple St
Alamogordo, NM 88310

RE: *Name on Account: Greg Or Jeannifer Fultz*
Account Address: 1201 Maple
Account Number: 92795 - 4768

Dear Property Owner:

On 1/26/2015 water service was terminated at 1201 Maple. Our records indicate that you still owe the final bill on this account. The total amount due is \$208.96. Please remit payment to the Utility Billing Department within ten (10) days from the date of this letter.

The City desires to give you every opportunity to make payment. However, if you do not comply with this request within the allocated time, this account will be turned over to the City Attorney's Office and a lien will be filed against your property for the amount owed plus \$200.00 administration fee.

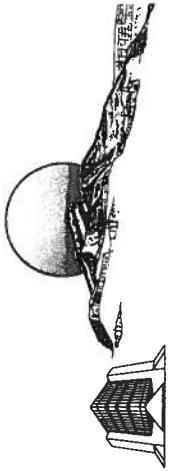
Please contact me at (575) 439-4372 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Stephanie Reyes'.

Stephanie Reyes
Utility Billing Collections Clerk

Certified mail, return receipt requested
7014 1200 0000 1434 3572



City of Alamogordo

1376 E. NINTH STREET

ALAMOGORDO, NEW MEXICO 88310-5938

Utility Billing Collections Dept

4 6 2 3

Greg & Jeannifer Fultz

1201 Maple St

Alamogordo, NM 88310

MAR 26 2015

IXIE 600 DE 1009 0003/20/15

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 88310585576 *0868-00077-23-43



825 003788310005855



7014 1200 0000 1434 3572

FIRST-CLASS MAIL

Hasler

02/23/2015

US POSTAGE

\$06.48⁰

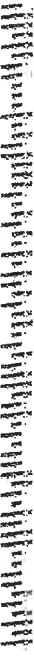


ZIP 88310

011D11633948

NOTIFY SENDER OF NEW ADDRESS
FULTZ, GREG A
2917 PINE AVE APT 2
MATTUON IL 61338-3668

BC: 61338366682 *0868-00077-23-43



Owner Information

Owner Name GALLENT, DARRYL &
JOSEPHINE S
Mailing Address1 10 CAMINO DEL SUR
Mailing Address2
City ALAMOGORDO
State NM
Zip 88310
Owner ID C010380
Owner Number 68949
Account Number R014795

Property Description

Property Address 1201 MAPLE DR
Subd: HEIGHTS #2 Lot: 1
Legal Descript Block: 17
Neighborhood A14
Account Number R014795
Previous ID 01-05302

Deeds

Description
BK 288 PG 161
BK 679 PG 944-STOUT
BK 1027 PG 0150-PORTER
BK 1027 PG 0151-AGRMT
201005511-CONT
201200779-CONTRACT
201500243-FULTZ, GREG & JEANNIFER to GALLENT, DARRYL & JOSEPHINE

Parcel Summary

Land Value
\$10,098.00
Impr Value
\$58,061.00
Full Value
\$68,159.00
Taxable Value
\$22,720.00

Mobile Summary

Prop Value
\$0.00
Mobile Taxable
\$0.00

Total Full Value

Taxable
Total Exemptions
\$0.00
Net Taxable Value
\$22,720.00

Taxes

Bill # 13018932
Year 13
Original Amount \$544.00
Total Due \$544.00

Exemptions

ExemptionType	Amount
---------------	--------

Land Segments

SegNo	Description	Size	TaxYear
0	S-Family Res Lot	0.157 Acres	2015

Residential Buildings

Build No	Description	Year Built	Stories	Gross Living Area	Baths	Beds	Construction	Roof Cover	Heating	Cooling	Quality	Total Rooms
1	Single Family Residence	1955	1	1050	1.00	2	Wood Frame	FLAT TAR & GRAVEL	HOT AIR PIPELESS	Evaporative Cooling	Average Quality	4.00

Other Improvements

Item No	Description	Length	Width	Area Units	Impr Value
1	Open Porch	18	10	0	\$0.00

Commercial Buildings

Build No	Description	Year Built	Stories	Gross Area	Class	Quality	Story Height	HVAC	Extr Walls	DBA	Tax year
----------	-------------	------------	---------	------------	-------	---------	--------------	------	------------	-----	----------

Mobile Homes

Licence Plate	Serial No	Make	Year Built	Length	Width	Area	Size
---------------	-----------	------	------------	--------	-------	------	------

6/8/15
SP



Record Detail

[Return to Results](#)

Record: 201500243 - SP WAR DEED

Record Info

Additional Description

Instrument No: 201500243
Book:
Page:
Document Type: SP WAR DEED
Recorded Date: 1/13/2015 01:46:18 PM
Submitter: PIONEER ABSTRACT-ANNA
Address: PO BOX 249
Location: ALAMOGORDO, NM

Legal Information

SUB: HEIGHTS LT: 1 BLK: 17 UNIT: 2

Name Information

Grantors:

FULTZ, GREG
FULTZ, JEANNIFER

Grantees:

GALLEN, DARRYL
GALLEN, JOSEPHINE



Record Detail

[Return to Results](#)

Record: 201200779 - N/E

Record Info

Additional Description

Instrument No: 201200779

Book:

Page:

Document Type: N/E

Recorded Date: 1/27/2012 03:36:44 PM

Submitter: DARRYL GALLENT

Address:

Location:

Legal Information

SUB: HEIGHTS LT: 1 BLK: 17 UNIT: 2

Name Information

Grantors:

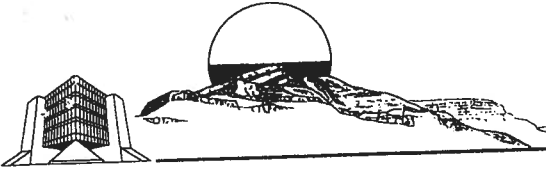
GALLENT, DARRYL

GALLENT, JOSEPHINE

Grantees:

FULTZ, GREG

FULTZ, JEANNIFER



City of Alamogordo



March 27, 2015

Greg & Jeannifer Fultz
2917 Pine Ave Apt 2
Mattoon, IL 61938

RE: *Name on Account: Greg Or Jeannifer Fultz*
Account Address: 1201 Maple
Account Number: 92795 - 4768

Dear Property Owner:

On 1/26/2015 water service was terminated at 1201 Maple. Our records indicate that you still owe the final bill on this account. The total amount due is \$208.96. Please remit payment to the Utility Billing Department within ten (10) days from the date of this letter.

The City desires to give you every opportunity to make payment. However, if you do not comply with this request within the allocated time, this account will be turned over to the City Attorney's Office and a lien will be filed against your property for the amount owed plus \$200.00 administration fee.

Please contact me at (575) 439-4372 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

Stephanie Reyes
Utility Billing Collections Clerk

Certified mail, return receipt requested
7014 1200 0000 1434 3701

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greg & Jeannifer Fultz
2917 Pine Ave Apt 2
Mattoon, IL 61938

APR 16 2015

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X*Greg Fultz*☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail®☐ Priority Mail Express™☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

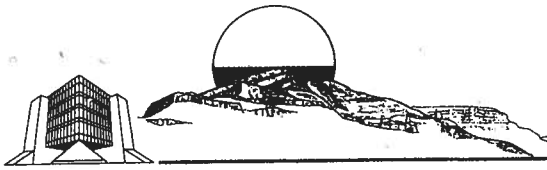
2. Article Number

(Transfer from service label)

7014 1200 0000 1434 3701

PS Form 3811, July 2013

Domestic Return Receipt



City of Alamogordo



April 30, 2015

Darryl & Josephine S Gallent
10 Camino Del Sur
Alamogordo, NM 88310

RE: *Occupant(s):* *Greg or Jeannifer Fultz*
 Account Address: *1201 Maple Dr*
 Account Number: *92795 – 4768*
 Service Dates: *01/14/13 – 01/26/15*

Dear Property Owner:

The Utility Billing Department sent notices informing your occupant of the past due amount of \$208.96. The city has made every effort to collect from the occupant. However, the occupant has failed to pay the past due amount. Under §3-23-6 NMSA 1978, the property owner is responsible for any debt incurred by them or their occupant.

The City desires to give you every opportunity to make payment. Please remit payment of \$208.96 or make payment arrangements with the Utility Billing Department within ten (10) days from the date of this letter. If you do not comply with this request, the account will be turned over to the City Attorney's Office and a lien will be placed against your property for the amount owed plus \$200.00 administration fee.

Please contact me at (575) 439-4372 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

Stephanie Reyes
Utility Billing Collections Clerk

Certified mail, return receipt requested
7014 1200 0000 1434 3855

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Darryl & Josephine S Gallent
10 Camino Del Sur
Alamogordo, NM 88310

MAY 06 20152. Article Number
(Transfer from service label)

7014 1200 0000 1434 3855

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent
☐ Addressee

B. Received by (Printed Name)

J Gallent

C. Date of Delivery

4/29/15

D. Is delivery address different from item 1? ☒ YesIf YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Certified Mail® | ☐ Priority Mail Express™ |
| ☐ Registered | ☐ Return Receipt for Merchandise |
| ☐ Insured Mail | ☐ Collect on Delivery |

4. Restricted Delivery? (Extra Fee)

☐ Yes

Zimbra

dmurphy@ci.alamogordo.nm.us

utility letter

From : Stephen Thies <sthies@ci.alamogordo.nm.us>

Mon, Feb 23, 2015 01:44 PM

Subject : utility letter**To :** jslgallent@yahoo.com**Cc :** Dorothy Murphy <dmurphy@ci.alamogordo.nm.us>

Mr. Gallant,

As promised, I am providing an explanation of the city's position with respect to your liability for certain unpaid water/sewer charges.

Based upon our discussion of this matter, you place a significant amount of attention on the word "owner" arguing that since you are not the owner of certain property sold under a real estate contract you cannot be made responsible for payment of utility charges. In making this argument, it appears that you are focusing on the word owner which appears in section 3-23-6.A, NMSA 1978. That section reads in part as follows:

3-23-6. Charge for service of municipal utility becomes a lien against the property served; exception.

- (1) payable by the owner, personally, at the time the charge accrues and becomes due; and
- (2) a lien upon the tract or parcel of land being served from such time.

Your argument is apparently that since you are selling the property pursuant to a real estate contract you no longer are the owner. Therefore, since section 3-23-6 uses the word owner, you cannot be made to pay any unpaid charges. I suspect you base your argument on the recently decided case of *State vs. Earp*, a New Mexico Court of Appeals decision decided in 2014. That particular case dealt with whether an individual buying property pursuant to a real estate contract could be convicted of criminal damage to property and embezzlement due to his actions prior to the contract being canceled.

Your focus upon the meaning of owner in the context of a real estate contract as somehow absolving you of any responsibility for any unpaid utility charges is misplaced. Such a position fails to comprehend the purpose of section 3-23-6 and ignores sub-paragraph 3-23-6.A.(2). Section 3-23-6 operates to create what is referred to as an inchoate lien for utility charges against the property. As a person who purchases real property on a regular basis, you are undoubtedly familiar with the requirement imposed on a seller of real estate to provide an affidavit to the buyer at or prior to closing stating that no services or materials have been provided to the property that could result in the filing of a mechanic's lien. The City's lien rights are similar to the rights of a contractor who makes improvements or provides materials to real property. Statutorily, every contractor or supplier who performs labor or provides materials to an improvement project is given a lien against the property for the value of the services or materials. The lien relates back to when the person first provides the labor or services. If the person is paid for their services or materials, they have no need to enforce their lien. On the other hand, if the person does not receive payment, they have the right to pursue their rights under the state's Mechanics' and Materialmen's Liens statute even if the property is sold to some other person.

Similarly, state statute grants the city a lien for the value of the utility services being provided to real property. The lien relates back to when the date when the unpaid utility services were supplied to the property. Provided the current owner of the property, whether that person is the owner of an equitable estate, the owner of legal title, the owner in fee simple, or any other person occupying the property, such as a tenant, pays for the services, the lien never comes into existence. On the other hand, in the event the charges are not paid, the city can then utilize its statutory lien rights in an effort to obtain payment of the charges. The city can enforce its lien against either the current owner or subsequent owner.

If the gist of your argument is that you as the owner of legal title to property being sold under a real estate contract should not be receiving letters describing the equitable owner as your tenant, that concern can be addressed. Hopefully, in the near future the city will be enacting an ordinance to require individuals seeking to establish utility services at a particular location to provide a copy of the written instrument which establishes their right to occupy the property. When such an ordinance is enacted, the letter you recently receiving will properly reference the former occupant of the property as the equitable owner.

Stephen P. Thies
City Attorney

City of Alamogordo, New Mexico
575-439-4210 (Office)
575-551-1326 (Cell)

RECEIVED
JUN 19 2015
CITY CLERK



City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 6-19-15

Date of Meeting:

Name:

Address:

Phone Number:

E-Mail Address:

DARRYL Gallent
10 Camino Del Sur
Alamogordo, NM ZIP 88310
575-443-0422
jslgallent@yahoo.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

see attached letter

Signature: _____

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

Revised 5/7/2014

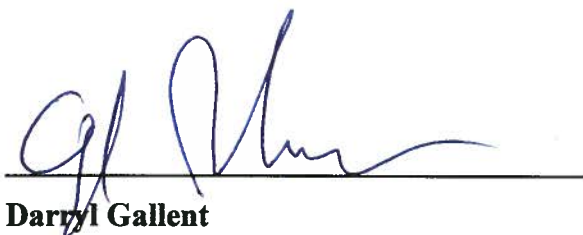
Darryl Gallent
10 Camino Del Sur
Alamogorodo, NM 88310
575-443-0422 phone

Dated: June 19, 2015

To: City of Alamogordo
Attn: City Clerk

Re: City Agenda Request Form description of topic

I am requesting the City Commission to abate the water bill past due in the amount of \$208.96 for 1201 Maple Dr. in Alamogordo, water bill account # 92795-4768, in the name of Greg and Jeannifer Fultz. I sold the property at 1201 Maple to the Fultz in January 2012 and I did not own the property during the time the water bill had incurred. I am also requesting the City Commission to waive the \$200.00 administration fee that the City Attorney's office is stating will be added to this bill.



Darryl Gallent

"Exhibit A"



City of Alamogordo



RECEIVED

JUN 26 2015

CITY CLERK

April 30, 2015

Darryl & Josephine S Gallent
10 Camino Del Sur
Alamogordo, NM 88310

RE: *Occupant(s):* *Greg or Jeannifer Fultz*
 Account Address: *1201 Maple Dr*
 Account Number: *92795 - 4768*
 Service Dates: *01/14/13 - 01/26/15*

Dear Property Owner:

The Utility Billing Department sent notices informing your occupant of the past due amount of \$208.96. The city has made every effort to collect from the occupant. However, the occupant has failed to pay the past due amount. (Under §3-23-6 NMSA 1978, the property owner is responsible for any debt incurred by them or their occupant.)

The City desires to give you every opportunity to make payment. Please remit payment of \$208.96 or make payment arrangements with the Utility Billing Department within ten (10) days from the date of this letter. If you do not comply with this request, the account will be turned over to the City Attorney's Office and a lien will be placed against your property for the amount owed plus \$200.00 administration fee.

Please contact me at (575) 439-4372 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

Stephanie Reyes
Utility Billing Collections Clerk

Certified mail, return receipt requested
7014 1200 0000 1434 3855.

"Exhibit B"

Please send tax bill to: Greg and Jeannifer Fultz
1201 Maple Street
Alamogordo, NM 88310

RECEIVED

JUN 26 2015

CITY CLERK

NOTICE OF ESCROW

A REAL ESTATE INSTALLMENT LAND CONTRACT and escrow agreement has been made and entered into on the 27th day of January, 2012, by and between Darryl Gallent and Josephine Gallent, his wife, whose address is 10 Camino Del Sur, Alamogordo, NM 88310, (hereinafter referred to as "Seller"), and Greg and Jeannifer Fultz, husband and wife,, (hereinafter referred to as "Purchaser")

Whereas,

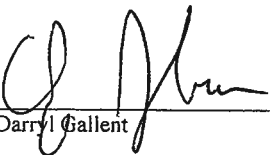
The terms and conditions of which the said Purchaser agreed to purchase the following real estate located in **OTERO COUNTY, NEW MEXICO**, to wit:

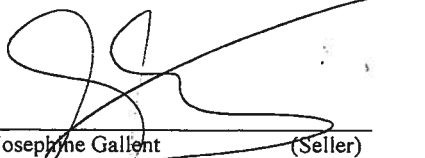
Lot 1, Block 17 , Heights Subdivision, Unit 2, Alamogordo, Otero County, New Mexico.

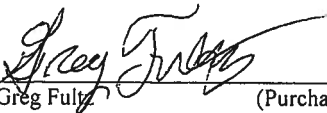
And more commonly known as **1201 Maple Street; Alamogordo, New Mexico 88310**

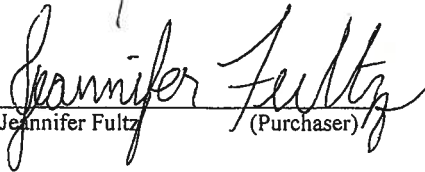
Said Escrow Contract is currently being held by **Pioneer Title and Escrow Co.**, located at 909 Delaware Ave., Alamogordo, New Mexico 88310.

IN WITNESS WHEREOF, the parties hereto have signed and sealed on this 27th day of January, 2012


Darryl Gallent (Seller)


Josephine Gallent (Seller)


Greg Fultz (Purchaser)

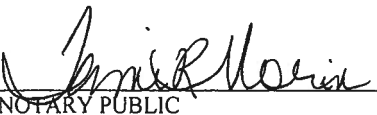

Jeannifer Fultz (Purchaser)

STATE OF NEW MEXICO)

COUNTY OF OTERO)ss:

On January 27th, 2012, before me, TAMI R MORIN, a notary public in and for said state personally appeared Darryl Gallent, Josephine Gallent, Greg Fultz and Jeannifer Fultz, personally known to me (or proved to me based upon satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same in their signature on the instrument the persons or entity on behalf of which they acted, executed the instrument.

Witness my hand and official seal


NOTARY PUBLIC

My commission expires 3/1/15

[NOTARY SEAL]



1201 MAPLE DR.
ALAMOGORDO, NM SPECIAL
WARRANTY DEED

Exhibit C

RECEIVED
JUN 26 2015
CITY CLERK

GREG FULTZ and JEANNIFER FULTZ, husband and wife, for consideration paid, grant (s) to
DARRYL GALLENT and JOSEPHINE GALLENT, his wife, as joint tenants with right of
survivorship,

whose address is:
10 Camino Del Sur
Alamogordo, New Mexico 88310

the following described real estate in Otero County, New Mexico:

Lot 1, Block 17, Heights Subdivision, Unit 2, Alamogordo, Otero County, New Mexico.

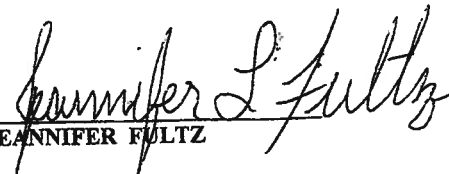
SUBJECT TO: Reservations, restrictions and easements of record, if any, and any set of facts
which would be revealed by an inspection or accurate survey of the premises.

With Special Warranty Covenants.

WITNESS our hands and seal this 27th, day of January, 2012.



GREG FULTZ

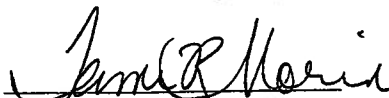


JEANNIFER FULTZ

ACKNOWLEDGMENT FOR NATURAL PERSONS

State of New Mexico)
County of Otero)

This instrument was acknowledged before me this 27th, day of January, 2012 By:
GREG FULTZ and JEANNIFER FULTZ



Notary Public

My Commission Expires: 3/1/15



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JUN 26 2015

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3-23-6. Charge for service of municipal utility becomes a lien against the property served; exception.

A. Any charge imposed by ordinance for service rendered by a municipal utility, including an entity established pursuant to Section 72-1-10 NMSA 1978, except as indicated in Subsection C of this section, shall be:

- * (1) payable by the owner, personally, at the time the charge accrues and becomes due; and
- (2) a lien upon the tract or parcel of land being served from such time.

B. The lien shall be enforced in the manner provided in Sections 3-36-1 through 3-36-5 NMSA 1978. In any proceedings where pleadings are required, it shall be sufficient to declare generally for the municipal utility service. Notice of the lien shall be filed in the manner provided in Section 3-36-1 NMSA 1978, and the effect of such filing shall be governed by Section 3-36-2 NMSA 1978.

C. Subsection A of this section shall not apply if an owner notifies the municipality that utility charges that may be incurred by a renter will not be the responsibility of the owner. Such notification shall be given in writing prior to the initiation of the debt and shall include the location of the rental property.

History: 1953 Comp., § 14-22-6, enacted by Laws 1965, ch. 300; 1971, ch. 225, § 1; 1981, ch. 213, § 2; 2011, ch. 117, § 2.

Cross references. — For determination of uncollectible utility account and removal from accounts receivable, see 3-37-7 NMSA 1978.

The 2011 amendment, effective June 17, 2011, created a lien for charges imposed by the Albuquerque-Bernalillo county water utility authority for water and sewer service.

ANNOTATIONS

* **Ordinary and usual meaning attributable to the words "payable by owner" is not such that they may be expanded to include subsequent owners.** Bettini v. City of Las Cruces, 82 N.M. 633, 485 P.2d 967 (1971).

This section and 3-24-2 NMSA 1978 compared. — This section and 3-24-2 NMSA 1978 are not irreconcilable; this section is a general section to be controlled by the specific provisions of 3-24-2 NMSA 1978. 1968 Op. Att'y Gen. No. 68-18.

Statutory authorization for lien required. — Unless expressly authorized by statute, a municipal utility cannot make delinquent water and electric bills a lien on the property. A statute giving a lien for such delinquent charges must necessarily be limited to its terms. 1961-62 Op. Att'y Gen. No. 62-108.

Lessee liable. — The utility does have a claim for relief for delinquent charges against a lessee who put up the deposit and secured the service for his tenant in the lessee's name. 1961-62 Op. Att'y Gen. No. 62-108.

Subsequent tenant. — The utility has no right to refuse to supply water or electricity to a subsequent tenant who himself is not in default and did not incur the delinquent charges. 1961-62 Op. Att'y Gen. No. 62-108.

There is no specific statute of limitations for the payment of utility bills. 1959-60 Op. Att'y Gen. No. 59-128, overruled to the extent it conflicts with 1961-62 Op. Att'y Gen. No. 62-108.

"Exhibit D"

JUN 26 2015

http://www.nmcompcomm.us/

CITY CLERK

Advance Opinions

From the New Mexico Supreme Court and Court of Appeals

From the New Mexico Court of Appeals

Opinion Number: 2014-NMCA-059

Topic Index:

Appeal and Error: Standard of Review

Criminal Law: Embezzlement; and Property Damage

Property: Real Estate Contract

Statutes: Interpretation

STATE OF NEW MEXICO,
Plaintiff-Appellee,

v.

WYATT EARP,

Defendant-Appellant

Docket No. 32,512 (filed March 19, 2014)

APPEAL FROM THE DISTRICT COURT OF OTERO COUNTY

WILLIAM H. BROGAN, District Judge

GARY K. KING

Attorney General

MARGARET MCLEAN

Assistant Attorney General
Santa Fe, New Mexico
for AppelleeS. THOMAS OVERSTREET
OVERSTREET & ASSOCIATES, P.C.
Alamogordo, New Mexico
for Appellant

Opinion

M. Monica Zamora, Judge

{1} Wyatt Earp (Defendant) appeals his convictions for criminal damage to property pursuant to NMSA 1978, Section 30-15-1 (1963), and for embezzlement pursuant to NMSA 1978, Section 30-16-8 (2007). He raises several issues relating to the jury instructions, evidentiary matters, sufficiency of the evidence, and damages. In this case, the dispositive issue is whether Defendant, as an equitable owner in a residential property, can be criminally charged with embezzling or damaging that property. We hold that he cannot be charged with those property crimes and reverse.

BACKGROUND

{2} In July 2006, Defendant purchased a home from Robert Carter (Seller) pursuant to a real estate contract. The terms of the contract provided for a down payment, monthly payments, and payment of the remaining balance in August 2009. When Defendant failed to pay the balance, Seller elected to termi-

nate the contract. Prior to vacating the property, Defendant removed a number of appliances and fixtures from the home and left the home in a state of disrepair. Defendant was subsequently convicted of embezzlement and criminal damage to property.

DISCUSSION

{3} This case presents us with the novel question of whether a person who is purchasing a home under a real estate contract, but has not completed his obligations under the contract, can be charged with embezzlement and criminal damage to property for removing appliances and other fixtures from the home upon the seller's termination of the contract.

Standard of Review

{4} The parties' arguments primarily implicate questions of statutory interpretation. "Statutory interpretation is a question of law, which we review de novo." *State v. Smith*, 2009-NMCA-028, ¶ 8, 145 N.M. 757, 204 P.3d 1267 (internal quotation marks and citation omitted). "Our primary goal when interpreting a statute is to give effect to the Legislature's intent, which is determined by looking at the plain lan-

guage used in the statute, as well as the purpose of the underlying statute." *State v. Parrish*, 2013-NMCA-066, ¶ 6, 304 P.3d 730, cert. denied, 2013-NMCERT-004, 301 P.3d 858.

Equitable Ownership of Property

{5} Our threshold question is whether Defendant had an ownership interest in the subject residential property. "Criminal damage to property consists of intentionally damaging any real or personal property of another without the consent of the owner of the property." Section 30-15-1. Likewise, the crime of embezzlement "consists of a person embezzling or converting to the person's own use anything of value, with which the person has been entrusted, with fraudulent intent to deprive the owner thereof." Section 30-16-8(A). The State contends that Defendant's prosecution under both statutes was proper because the property he removed or damaged was not his own. We disagree.

{6} It has long been established by New Mexico courts that, under a real estate contract, a purchaser acquires an equitable interest in the property and is treated as the owner of the land. "In New Mexico[,] the rule is that a [purchaser], under an executory contract for the sale of realty, acquires an equitable interest in the property. By application of the doctrine of equitable conversion, the [purchaser] is treated as the owner of the land and holds an interest in real estate." *Marks v. City of Tucuman*, 1979-NMSC-045, ¶ 5, 93 N.M. 4, 595 P.2d 1199; see *MGIC Mortg. Corp. v. Bowen*, 1977-NMSC-108, ¶¶ 4-6, 91 N.M. 200, 572 P.2d 547 (recognizing that a purchaser, under a real estate contract, holds an equitable interest); *Gregg v. Gardner*, 1963-NMSC-223, ¶ 31, 73 N.M. 347, 388 P.2d 68 ("It is equally clear from our decisions that in equity a contract for sale of real estate results in the purchaser acquiring an equitable interest in the land which he may devise by will[.]"); *Mesich v. Bd. of Cnty. Comm'rs of McKinley Cnty.*, 1942-NMSC-054, ¶ 16, 46 N.M. 412, 129 P.2d 974 ("In law the effect of a contract whereby the owner agrees to sell and another agrees to purchase a designated tract of land, the vendor remains the owner of the legal title to the land... [b]ut, in equity the [purchaser] is held to have acquired the property... [and] is looked upon and treated as the owner of the land and the equitable estate thereof as having vested in him.").

JUN 26 2015

http://www.nmcompcomm.us/

CITY CLERK

Advance Opinions

{7} In *Marks*, and within the context of property tax, our Supreme Court examined property interests under executory contracts for the sale of real estate or real estate contracts. In New Mexico, the rule is that a purchaser, under a real estate contract, acquires an "equitable interest in the property" and "[b]y application of the doctrine of equitable conversion, the [purchaser] is treated as the owner of the land and holds an interest in [the] real estate." 1979-NMSC-045; see NMSA 1978, § 7-35-2(G) (1994) (defining an "owner" as a "person in whom is vested any title to property"). Because a purchaser under a real estate contract holds equitable title and because the Property Tax Code defines "owner" as the holder of *any* title, the purchaser under a real estate contract is an "owner" under the Code. Section 7-35-2(G)

{8} More recently, this Court has held that a purchaser holding equitable title to property can be characterized as owning that property. *Santa Fe Cnty. Bd. of Cnty. Comm'rs v. Town of Edgewood*, 2004-NMCA-111, § 5, 136 N.M. 301, 97 P.3d 633 (stating that in the context of a statute regarding annexation, "the plain meaning of 'owning land' is to have *equitable or legal fee title ownership of real estate*" (emphasis added)).

{9} In this case, Defendant held equitable title to the property by virtue of the real estate contract. Defendant's ownership interest is also evidenced by specific provisions of the contract that (1) allow Defendant to take and retain possession of the property; (2) require Defendant to keep the property insured "for the benefit of [Defendant] and Seller"; (3) require Defendant to pay the property tax; and (4) grant Defendant conditional rights to sell or assign his interest in the property. Accordingly, Defendant can be characterized as owning the property at issue.

{10} Having established that Defendant had an equitable ownership interest in the property he is accused of criminally damaging, we turn now to the question of whether he can be charged under Section 30-15-1 and Section 30-16-8 for damaging or removing property in which he had such an interest.

Criminal Damage to Property

{11} Criminal damage to property consists of "intentionally damaging any real or personal property of another without the consent of the owner of the property." Section 30-15-1. "The criminal damage to property statute . . . is founded in the com-

mon law, and at common law, the crime could not be committed if the perpetrator was one of the owners of the property. We presume the [L]egislature adopted the common law meaning in enacting the statute." *State v. Powels*, 2003-NMCA-090, § 18, 134 N.M. 118, 73 P.3d 256 (Wechsler, J., specially concurring). "It stretches the plain, unambiguous wording of Section 30-15-1" to allow for prosecution for damage to "property which a person owns." *Powels*, 2003-NMCA-090, § 12. Where ambiguity exists in the statute, "we are required to construe that ambiguity strictly against the [s]tate, because it is also the common law in New Mexico that penal statutes must be resolved in favor of lenity." *Id.* Accordingly, we conclude that Section 30-15-1 does not apply to property in which Defendant has an equitable ownership interest.

{12} To the extent that the State argues that "property of another" includes property in which Defendant shares an ownership interest with Seller, we disagree. "The meaning of 'property of another' has been expanded by statute in other states to include a greater number of owners and possessors than at common law[.]" however, "[t]here has been no such statutory modification in Section 30-15-1. On the contrary, the statute continues to adhere to the common law concept by requiring that the damage to the property be 'without the consent of the owner of the property.'" *Powels*, 2003-NMCA-090, § 8 (citation omitted). It does not include property in which Defendant has an ownership interest.

Embezzlement

{13} The crime of embezzlement was not recognized in common law but was statutorily created because common law larceny required a taking and therefore did not allow for prosecution of a person who was lawfully in possession of property of another. *State v. Green*, 1993-NMSC-056, § 6, 116 N.M. 273, 861 P.2d 954. Initially, English embezzlement statutes allowed "persons, such as bank employees and store clerks, who might have lawful possession of the property of another . . . to be convicted of embezzlement if they fraudulently converted the property in their lawful possession to their own use." *Id.* The early New Mexico embezzlement statute (1882 N.M. Laws, ch. LII, § 22) was similar to the English statutes, however, it "added 'agent' to the list of persons (servants, clerks, and employees) who could be held accountable under the statute." *Green*, 1993-NMSC-056, § 7.

{14} "Later versions of our embezzlement statute . . . , replaced the list of the types of persons who would be held accountable under the statute with the phrase similar to 'a person in lawful possession of the property of another' or to 'a person entrusted with the property of another.'" *Id.* (citation omitted). The current version of our embezzlement statute states in relevant part: "Embezzlement consists of a person embezzling or converting to the person's own use anything of value, with which the person has been entrusted, with fraudulent intent to deprive the owner thereof." Section 30-16-8(A).

{15} Because embezzlement necessarily requires the conversion of the property of another, "[a] defendant cannot be guilty of embezzlement with respect to property owned jointly by him, or in which he has an interest[.]" 3 Wharton's Criminal Law § 407 (15th ed.) (footnotes omitted); see also Wayne R. LaFare 3 Subst. Crim. L. § 19.6 (2d ed.) ("[I]f one co-owner in possession of the jointly-owned property misappropriates the whole of such property for his own bad purposes, . . . cases generally hold that there is no embezzlement" (footnote omitted)).

{16} In other contexts, courts have held that a person with an equitable interest in property cannot be convicted of embezzling such property because it is not solely the property of another. See *People v. Person*, 658 N.Y.S.2d 372, 373 (App. Div. 1997) ("Because the defendant had an equitable interest in the items he was charged with damaging or stealing, he could not be charged with these crimes[.] Therefore, the defendant's convictions of criminal mischief in the fourth degree (two counts) and petit larceny must be reversed, those counts of the indictment dismissed, and the sentences imposed thereon vacated." (citations omitted)). Similarly, here, we conclude that Section 30-16-8, like Section 30-15-1, does not apply to property in which Defendant has an equitable interest.

CONCLUSION

{17} For the foregoing reasons, we reverse Defendant's convictions for criminal damage to property and embezzlement. We need not address Defendant's remaining arguments.

{18} IT IS SO ORDERED.

M. MONICA ZAMORA, Judge

WE CONCUR:

RODERICK T. KENNEDY, Chief Judge
JONATHAN B. SUTIN, Judge

"Exhibit E-2"

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2 PROPERTY INTERESTS of BUYER and SELLER UNDER THE REAL ESTATE CONTRACT: THE DOCTRINE OF EQUITABLE CONVERSION

Status of Legal Title: Mortgages vs. Real Estate Contracts

When a mortgage is used as the seller financing vehicle, everyone understands the title interests of the buyer and seller. The seller deeds the property to the buyer, who then signs a promissory note to the seller, and secures that note by executing a mortgage on the property, naming the seller as mortgagee. The buyer becomes the "owner" of the property, meaning that the buyer holds legal *and* equitable title to the property, subject to a mortgage for the benefit of the seller. When the note is paid in full, the seller gives the buyer a release of mortgage, which discharges the lien of the mortgage, leaving the buyer with "clear title".

When a real estate contract is used as the financing vehicle, the title interests of the parties are not so apparent. Because a deed is not given to the buyer until the contract debt is paid off, legal title remains in the seller until that time. Consequently, it is not unusual for the seller to be regarded as the "owner" of the property until the contract is paid in full. For example, some mortgage companies will not recognize the buyer's interest in the property when the buyer applies to formally "assume" the mortgage. The reason usually given is that the buyer is not the "owner" of the property, or does not hold title to the property.

The mortgage companies may be forgiven for their misperception of the buyer's status under a REC. Unlike the mortgage and deed of trust, the REC is not a statutory creature. The law establishing the property rights of the buyer and seller under the REC will not be found in the statutes. It will be found instead in the case decisions of the New Mexico Supreme Court (the "Supreme Court") and the New Mexico Court of Appeals (the "Court of Appeals"). There is no reason to expect that executive officers of mortgage lenders based in other parts of the country would be familiar with New Mexico's court decisions.

History

(For more than 50 years, the Supreme Court has consistently held that the buyer's interest under a REC is real property, and the seller's interest is personal property.) The buyer is regarded as the "owner" of the land, and the seller is regarded as the "owner" only of the right to receive payment for the property. The Supreme Court reached this conclusion by applying to the REC what was known under the English common law as the **doctrine of equitable conversion**. In the 1942 case of *Mesich v. Board of County Commissioners of McKinley County* (see *Mesich*, p. 1 CLA), the Supreme Court quoted the doctrine as stated

This written by Larry Buchmiller,
original owner and founder of Security Escrow

"Exhibit E-3"

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LARRY BUCHMILLER

B.A. Princeton University
J.D., University of Michigan

Mr. Buchmiller has practiced law in Albuquerque since 1965 and has been President and Chief Executive Officer of Security Escrow Corporation since its founding in 1975. He has personally reviewed and administered over forty thousand real estate contracts. He is an experienced computer programmer and designer of software for escrow agents. He helped write the New Mexico Escrow Company Act. He has frequently appeared as a speaker on the subjects of real estate contracts and escrow servicing. He is a member of Kiwanis and serves as an advisory director of the Great Southwest Council of the Boy Scouts of America.

SECURITY ESCROW CORPORATION

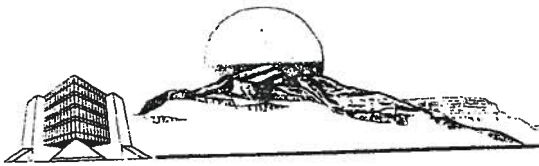
Founded by Mr. Buchmiller in 1975, Security Escrow is the oldest independent escrow company in New Mexico. It was the first escrow agent in New Mexico to utilize data processing equipment. In addition to servicing escrow accounts, the company markets its software and processing services to other businesses statewide through another company, Security Software Services, Inc.

"Exhibit F"

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CITY CLERK



City of Alamogordo

February 23, 2015

Greg & Jeannifer Fultz
1201 Maple St
Alamogordo, NM 88310

RE: Name on Account: Greg Or Jeannifer Fultz
Account Address: 1201 Maple
Account Number: 92795 - 4768

Dear Property Owner:

(On 1/26/2015 water service was terminated at 1201 Maple.) Our records indicate that you still owe the final bill on this account. The total amount due is \$208.96. Please remit payment to the Utility Billing Department within ten (10) days from the date of this letter.

The City desires to give you every opportunity to make payment. However, if you do not comply with this request within the allocated time, this account will be turned over to the City Attorney's Office and a lien will be filed against your property for the amount owed plus \$200.00 administration fee.

Please contact me at (575) 439-4372 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

Stephanie Reyes

Stephanie Reyes
Utility Billing Collections Clerk

Certified mail, return receipt requested
7014 1200 0000 1434 3572

* Water service was
disconnected on
1-26-15. I only
owned the property for
13 days before service
was terminated.

COPY

"Exhibit G"

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JUN 26 2015



City of Alamogordo CITY CLERK

July 8, 2014

Darryl & Josephine S Gallent
10 Camino Del Sur
Alamogordo, NM 88310

RE: Tenant(s): Carolyn Fallon
Account Address: 300 Twenty-Fourth
Account Number: 89259 - 8186
Service Dates: 12/1/11 - 7/29/13

Dear Property Owner:

The Utility Billing Department sent notices informing your tenant of the past due amount of \$1379.34. The city has made every effort to collect from the tenant. However, the tenant has failed to pay the past due amount. Under §3-23-6 NMSA 1978, the property owner is responsible for any debt incurred by them or their tenant.

The City desires to give you every opportunity to make payment. Please remit payment of \$1379.34 or make payment arrangements with the Utility Billing Department within ten (10) days from the date of this letter. If you do not comply with this request, the account will be turned over to the City Attorney's Office and a lien will be placed against your property for the amount owed plus \$200.00 administration fee.

Please contact me at (575) 439-4370 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

Stephanie Reyes

Stephanie Reyes
Utility Billing Collections Clerk

Certified mail, return receipt requested
7013 3020 0001 1834 5688

This same circumstance
occurred in 2014 for
300 24th Street and
the city commission
voted to abate this bill.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/1/2015

Report No: ■ 13

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, a request by Darryl Gallent for an abatement of a utility bill for 514 Panorama. (*Stephen Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: The legal department recommends Mr. Gallent's request be denied.

Background:

Mr. Darryl Gallent has requested the Commission forgive a \$417.16 utility bill. Mr. Gallent's request is similar to his request made for the property located at 1391 Challenger, which the Commission denied. Documentation Mr. Gallent submitted in conjunction with that request is attached together with a copy of an email I sent to him setting forth my position why he can be held responsible for payment of the utility bill.

The legal department recommends that Mr. Gallent's request be denied.

To: Stephen Thies, City Attorney
From: Stephanie Reyes, Utility Billing Collections Clerk
Date: June 12, 2015
Thru: Nichole Sierra, Acting Customer Service Manager
Re: Delinquent account; 514 Panorama Blvd

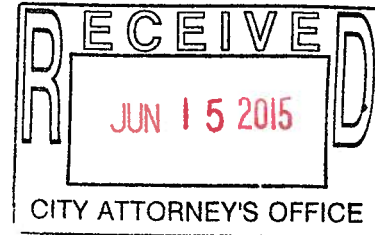
SR

sn

PLEASE PLACE A LIEN AGAINST THE PROPERTY LISTED BELOW:

PROPERTY OWNER INFORMATION

Darryl & Joesphone S Gallent
10 Camino Del Sur
Alamogordo, NM 88310



PROPERTY ADDRESS

514 Panorama Blvd

LEGAL DESCRIPTION

Subd: PANORAMA TERRACE Lot: LT 150

TENANT OCCUPIED HOME WHEN DEBT WAS INCURRED

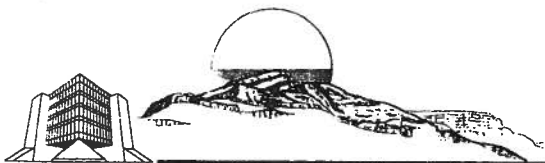
Account Name: Vickie Joe & Kathleen Thorn
Account Number: 78303 - 9594
Start Date: 04/27/07 Term Date: 01/12/15

BREAKDOWN OF CHARGES

TIME PERIOD

Bill:	09/16/14	Service:	07/26/14	to	08/23/14	\$	85.58
Late Charge:	10/14/14					\$	10.00
Bill:	10/16/14	Service:	08/24/14	to	09/23/14	\$	51.56
Late Charge:	11/11/14					\$	10.00
Bill:	11/13/14	Service:	09/24/14	to	10/17/14	\$	51.91
Late Charge:	12/12/14					\$	10.00
Bill:	12/17/14	Service:	10/18/14	to	11/22/14	\$	84.14
Final Bill:	01/13/15	Service:	11/23/14	to	01/12/15	\$	113.97

Subtotal	\$	417.16
Admin Fee	\$	200.00
Total	\$	617.16



City of Alamogordo



February 23, 2015

Vickie Joe & Kathleen Thorn
514 Panorama Blvd
Alamogordo, NM 88310

RE: *Service Address: 514 Panorama*
Account Number: 78303 - 9594

Dear Vickie Joe & Kathleen Thorn,

On 1/12/2015 water service was terminated at 514 Panorama. Our records indicate that the final bill remains unpaid on this account. The total amount due is \$417.16. Please remit payment to the Utility Billing Department within ten (10) days from the date of this letter.

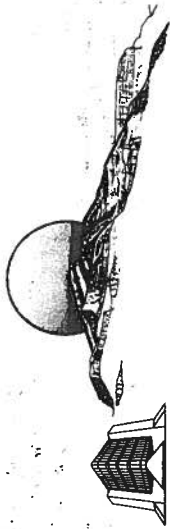
The City desires to give you every opportunity to make payment. However, if you do not comply with this request within the allocated time, this account will be turned over to the City's Collection Agency.

Please contact me at (575) 439-4372 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Stephanie Reyes'.

Stephanie Reyes
Utility Billing Collections Clerk



City of Alamogordo

1376 E. NINTH STREET
ALAMOGORDO, NEW MEXICO 88310-5938

Utility Billing Collections Dept

EL PASO TX 799

23 FEB 2015 PM 1 T

02/23/2015

US POSTAGE

\$00.48

ZIP 88340
011D11633948

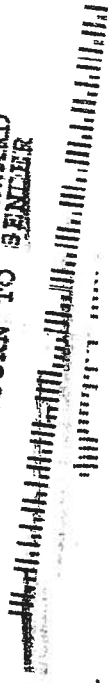
MAY 06 2015

Vickie Joe & Kathleen Thorn
514 Panorama Blvd
Alamo, ~~NEW MEX~~

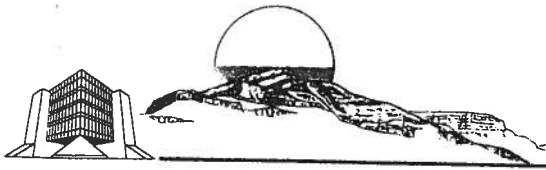
883104042-LN

04/08/15

RETURN TO SENDER
UNABLE TO FORWARD
UNABLE TO FORWARD
RETURN TO SENDER



8831037221



City of Alamogordo



May 7, 2015

Darryl & Josephine S Gallent
10 Camino Del Sur
Alamogordo, NM 88310

RE: *Tenant(s):* *Vickie Joe & Kathleen Thorn*
 Account Address: *514 Panorama*
 Account Number: *78303 - 9594*
 Service Dates: *12:00:00 AM*

Dear Property Owner:

The Utility Billing Department sent notices informing your tenant of the past due amount of \$417.16. The city has made every effort to collect from the tenant. However, the tenant has failed to pay the past due amount. Under §3-23-6 NMSA 1978, the property owner is responsible for any debt incurred by them or their tenant.

The City desires to give you every opportunity to make payment. Please remit payment of \$417.16 or make payment arrangements with the Utility Billing Department within ten (10) days from the date of this letter. If you do not comply with this request, the account will be turned over to the City Attorney's Office and a lien will be placed against your property for the amount owed plus \$200.00 administration fee.

Please contact me at (575) 439-4372 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

Stephanie Reyes
Utility Billing Collections Clerk

Certified mail, return receipt requested
7014 1200 0000 1434 3862

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Darryl & Josephine S Gallent
10 Camino Del Sur
Alamogordo, NM 88310

MAY 13 2015

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

J. GALLENT

C. Date of Delivery

11 May 15

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Certified Mail®☐ Priority Mail Express™☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes2. Article Number
(Transfer from service label)

7014 1200 0000 1434 3862

PS Form 3811, July 2013

Domestic Return Receipt

Owner Information

Owner Name GALLENT, DARRYL &
 JOSEPHINE S
Mailing Address1 10 CAMINO DEL SUR
Mailing Address2
City ALAMOGORDO
State NM
Zip 88310
Owner ID C010380
Owner Number 68949
Account Number R016566

Property Description

Property Address 514 PANORAMA BLVD
 Subd: PANORAMA
Legal Descript TERRACE Lot: LT 150
Neighborhood A20E
Account Number R016566
Previous ID 01-07139

Deeds

Description
BK 252 PG 164
BK 240 PG 276-DAVIS
BK 357 PG 33-WADE
BK 382 PG 490
BK 386 PG 891-HUD
BK 466 PG 192-MONTOYA
BK 853 PG 184-FLORES
BK 912 PG 235-36-BEAN
BK 1068 PG 0289-90-SMD
BK 1094 PG 0271-BANK
BK 1140 PG 0528-LA ROCQUE
BK 1227 PG 0572-PHILLIPS
200703287-CONT

Parcel Summary

Land Value \$9,496.00
Impr Value \$60,780.00
Full Value \$70,276.00
Taxable Value \$23,425.00
Mobile Summary
PropValue \$0.00
Mobile Taxable \$0.00

Exemptions

ExemptionType	Amount
---------------	--------

Total Full Value

Taxable
 Total Exemptions \$0.00
 Net Taxable Value \$23,425.00
Taxes
 Bill # 13019291
 Year 13
 Original Amount \$564.03
 Total Due \$564.03

Land Segments

SegNo	Description	Size	TaxYear
0	S-Family Res Lot	61 x 110	2015

Residential Buildings

Build No	Description	Year Built	Stories	Gross Living Area	Baths	Beds	Construction	Roof Cover	Heating	Cooling	Quality	TotalRooms
1	Single Family Residence	1965	1	1644	2.00	3	Wood Frame	GABLE SHINGLE	HOT AIR PIPELESS	Evaporative Cooling	Average Quality	5.00

Other Improvements

Item No	Description	Length	Width	Area Units	Impr Value
1	Storage Use	16	12	0	\$0.00

Commercial Buildings

Build No	Description	Year Built	Stories	Gross Area	Class	Quality	Story Height	HVAC	Extr Walls	DBA	Tax year
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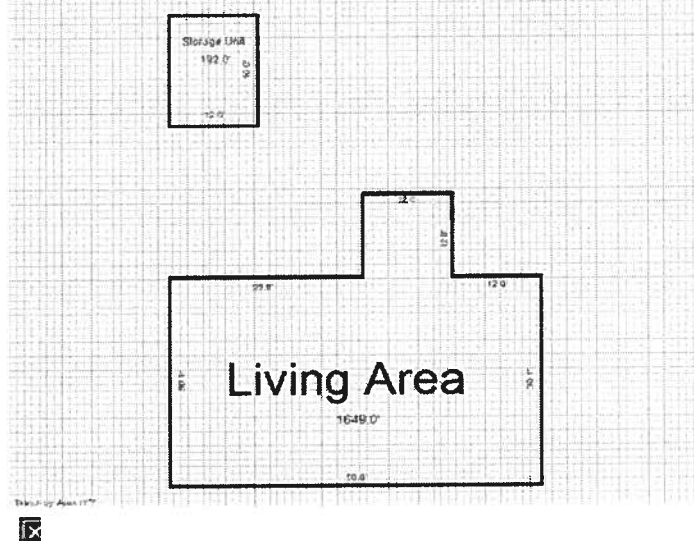
Mobile Homes

Licence Plate	Serial No	Make	Year Built	Length	Width	Area	Size
---------------	-----------	------	------------	--------	-------	------	------

Photograph:



Sketch:



Maps:



"Exhibit A"



City of Alamogordo

RECEIVED

JUN 26 2015

CITY CLERK

May 7, 2015

Darryl & Josephine S Gallent
10 Camino Del Sur
Alamogordo, NM 88310

RE: *Tenant(s):* *Vickie Joe & Kathleen Thorn*
 Account Address: *514 Panorama*
 Account Number: *78303 - 9594*
 Service Dates: *12:00:00 AM*

Dear Property Owner:

The Utility Billing Department sent notices informing your tenant of the past due amount of \$417.16 (The city has made every effort to collect from the tenant.) However, the tenant has failed to pay the past due amount. Under §3-23-6 NMSA 1978, the property owner is responsible for any debt incurred by them or their tenant.

The City desires to give you every opportunity to make payment. Please remit payment of \$417.16 or make payment arrangements with the Utility Billing Department within ten (10) days from the date of this letter. If you do not comply with this request, the account will be turned over to the City Attorney's Office and a lien will be placed against your property for the amount owed plus \$200.00 administration fee.

Please contact me at (575) 439-4372 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

Stephanie Reyes
Utility Billing Collections Clerk

Certified mail, return receipt requested
7014 1200 0000 1434 3862



City of Alamogordo

1376 E. NINTH STREET
ALAMOGORDO, NEW MEXICO 88310-5938
Utility Billing Collections Dept

EL PASO, TX 799

23 FEB 2015 PM 1 T

Vickie Joe & Kathleen Thorn
514 Panorama Blvd
Alamo, NM

883104042-IN

RETURN TO SENDER
UNABLE TO FORWARD
UNABLE TO FORWARD
RETURN TO SENDER

04/08/15

8831037221

"Exhibit B"

RECEIVED
JUN 26 2015
CITY CLERK

COPY

MAY 06 2015

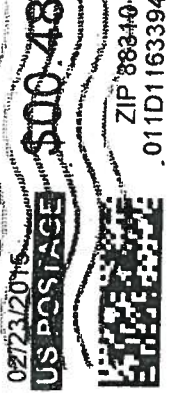


Exhibit B-1

RECEIVED

JUN 26 2015

City of Alamogordo

CITY CLERK

February 23, 2015

Vickie Joe & Kathleen Thorn
514 Panorama Blvd
Alamogordo, NM 88310

RE: Service Address: 514 Panorama
Account Number: 78303 - 9594

Dear Vickie Joe & Kathleen Thorn,

(On 1/12/2015 water service was terminated at 514 Panorama.) Our records indicate that the final bill remains unpaid on this account. The total amount due is \$417.16. Please remit payment to the Utility Billing Department within ten (10) days from the date of this letter.

The City desires to give you every opportunity to make payment. (However, if you do not comply with this request within the allocated time, this account will be turned over to the City's Collection Agency.)

Please contact me at (575) 439-4372 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

Stephanie Reyes

Stephanie Reyes
Utility Billing Collections Clerk

* Act was not sent to Collections
Reyes
6/22/15

COPY

RECEIVED

JUN 26 2015

CITY CLERK

3-23-1. Municipal utility; service charges; deposits; discontinuance of water service for nonpayment of charges; supplemental method.

A. A municipality, including an entity established pursuant to Section 72-1-10 NMSA 1978, may require a reasonable payment in advance or a reasonable deposit for water, electricity, gas, sewer service, geothermal energy, refuse collection service or street maintenance.

B. (If payment of any price, rent, fee or other charge for water, sewer service, refuse collection or street maintenance is not made within thirty days from the date the payment is due, the water service may be discontinued) and shall not be again supplied to the person liable for the payment until the arrears with interest and penalties have been fully paid.

C. The provisions of this section are intended to afford an additional method of enforcing payment of charges for water, sewer service, refuse collection or street maintenance furnished by the municipality.

History: 1953 Comp., § 14-22-1, enacted by Laws 1965, ch. 300; 1985, ch. 81, § 1; 2011, ch. 117, § 1.

* State statute 3-23-1.(B)

give the city the right to
disconnect water service
if not paid within (30)
days from due date. The
city waited several months
before disconnecting service at
514 PANORAMA.

"Exhibit C"

Exhibit D

RECEIVED

JUN 26 2015

28-03-060. - Billing procedure.

- (a) Water bills shall be prepared and posted on a cycle billing system whereby each water user is billed each thirty (30) days for water provided such user in the preceding thirty-day period.
- (b) Payment is due and payable fifteen (15) days from the billing date, and is considered delinquent if not paid within ten (10) days from the due date. (A final cut off notice will be mailed on the twenty-first day from the billing date stating services will be disconnected in ten (10) days if the bill is not paid in full.)
- (c) If the payment for water, sewer or residential garbage collection fees, or any combined billing, is not made within ten (10) days from the due date, the water service may be discontinued and shall not again be supplied to the person liable for the payment until the total bill, with interest, penalties and reconnect fee, have been fully paid.
- (d) The reconnection fee for water service is twenty-nine dollars and thirty-five cents (\$29.35). This charge is for the labor of disconnection and reconnection, plus the necessary special accounting involved in handling the delinquent account.
- (e) Any unpaid charge for water, sewer or garbage collection services is a lien upon the property served by such services and is superior to all other liens except general property taxes and those liens given priority equal to that of general property taxes, unless the owner has filed a city notarized form releasing owner of responsibility. This document must be filed with the city utility billing and legal departments at the time the tenant applies for utility services. This form cannot be retroactive. If a property owner files this form, the deposit for the tenant shall be as provided by ordinance.

* NOTE: City ordinance 28-03-060

states services will be disconnected
in "ten days" from final cut off
notice if bill is not paid in full.

* The water should have been terminated
around October 18th or 19th, 2014.

JUN 26 2015

Customer ID: 78303 Name: THORN, VICKIE JOE & KATHLEEN
 Location ID: 9594 Addr: 514 PANORAMA BLVD
 Cycle/route 03 60 Amount due 17.16
 Initiation date 4/27/07 Pending 00
 Termination date 1/12/15 Customer/location status F

CITY CLERK

Type options, press Enter.

5=Display

Opt	Trn Type	Trn/Due Date	Description	Trn/Prv Amount	Reference Date/Num	Running Balance
—	BL BILL	9/16/14	CYCLE BILL	85.58	9/17/14	85.58
—	BP PMT	8/29/14	BDSONLINE 08291499	121.94-	← last payment	.00
—	BL BILL	8/12/14	CYCLE BILL	57.44	8/13/14	121.94
—	LC ADJ	8/12/14	LATE CHARGES	10.00	7/16/14	64.50
—	BL BILL	7/15/14	CYCLE BILL	54.50	7/16/14	54.50
—	OC PMT	6/24/14	BAKERC 06241401	146.97-		.00
—	BL BILL	6/11/14	CYCLE BILL	52.92	6/12/14	146.97
—	LC ADJ	6/10/14	LATE CHARGES	10.00	5/14/14	94.05

More...

F3=Exit

F5=Adjustments

F7=Pending

F8=Charges

F9=Print history

F10=Change view

F11=Payments

F12=Cancel

F24=More keys

* NOTE: last payment received

on this account was
on August 29, 2014.

* water service was not

terminated until
JANUARY 12, 2015.

"Exhibit E"

Customer ID: .78303 Name: THORN, VICKIE JOE & KATHLEEN
 Location ID: 9594 Addr: 514 PANORAMA BLVD
 Cycle/route 03 60 Amount due 617.16
 Initiation date 4/27/07 Pending00
 Termination date 1/12/15 Customer/location status . . . F

Type options, press Enter.

5=Display

Opt	Trn Type	Trn/Due Date	Description	Trn/Prv Amount	Reference Date/Num	Running Balance
-	AD ADJ	6/11/15	ADMINISTRATIVE FEE	200.00	6/10/15	617.16
-	FB BILL	1/13/15	FINAL BILL	113.97	1/14/15	417.16
-	BL BILL	12/17/14	CYCLE BILL	84.14	12/18/14	303.19
-	LC ADJ	12/12/14	LATE CHARGES	10.00	11/14/14	219.05
-	BL BILL	11/13/14	CYCLE BILL	51.91	11/14/14	209.05
-	LC ADJ	11/11/14	LATE CHARGES	10.00	10/17/14	157.14
-	BL BILL	10/16/14	CYCLE BILL	51.56	10/17/14	147.14
-	LC ADJ	10/14/14	LATE CHARGES	10.00	9/17/14	95.58

More...

F3=Exit F5=Adjustments F7=Pending F8=Charges F9=Print history
 F10=Change view F11=Payments F12=Cancel F24=More keys

* WATER service continued for
 months After October, 19, 2014,
 when the water service should
 have been disconnected. The
 water bill was allowed by
 the city to increase for months.

"Exhibit E-1"



"Exhibit F"

City of Alamogordo

RECEIVED

JUN 26 2015

CITY CLERK

December 31, 2014

Darryl & Josephine S Gallent
10 Camino Del Sur
Alamogordo, NM 88310

RE: Tenant(s): Mariano Guilez
Account Address: 1391 Challenger
Account Number: 84951 - 12268
Service Dates: 3/24/09 - 10/08/14

Dear Property Owner:

The Utility Billing Department sent notices informing your tenant of the past due amount of \$60.82. The city has made every effort to collect from the tenant. However, the tenant has failed to pay the past due amount. Under §3-23-6 NMSA 1978, the property owner is responsible for any debt incurred by them or their tenant.

The City desires to give you every opportunity to make payment. Please remit payment of \$60.82 or make payment arrangements with the Utility Billing Department within ten (10) days from the date of this letter. If you do not comply with this request, the account will be turned over to the City Attorney's Office and a lien will be placed against your property for the amount owed plus \$200.00 administration fee.

Please contact me at (575) 439-4372 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

Stephanie Reyes
Stephanie Reyes
Utility Billing Collections Clerk

* The city stated
they made every
effort to collect
from Mariano Guilez.
He is referred to as
"Tenant"

Customer Miscellaneous Information Inquiry

15:46:43

Customer ID . . . : 84951 Name . . . : GUILUZ, MARIANO
Position to . . . : Starting character(s)

Type options, press Enter.
5=Display

RECEIVED

JUN 26 2015 Location

Misc Date ID

CITY CLERK

Opt	Description	Primary Information		
-	SSN	*****9550		
-	Birth Date	██████/45		
-	License	██████ NM		
-	Employer	DISABILTY		
-	Spouse	N/A		
-	Relative	GILBERT GUILUZ 437-8440		
-	Misc Notes	MARIANO BROUGHT IN COPY OF PURCHASE OF	11/01/11	12268
-	Misc Notes	HM CHANGED STATUS TO OWNER MADE COPY GV	11/01/11	12268
-	Misc Notes	TO NS FOR REFUND ON DEP (DP)	11/01/11	12268
-	Misc Notes	RESIDENT LEAK (WAS NOTIFIED) PER WS	9/17/13	
-	Misc Notes	9/16/13 NO WO#	9/17/13	+

F3=Exit F10=View by Add date F11=Display Predefined Codes F12=Cancel
F15=Display Special Notes

* This shows that Mariano Guilez brought proof of purchase for 1391 challenger and the city changed his status to owner, yet the city sent me a bill calling him my Tenant.

"Exhibit G"

"Exhibit H"

RECEIVED

JUN 26 2015

City of Alamogordo CITY CLERK



November 26, 2014

Mariano Guilez
PO Box 1472
Alamogordo, NM 88310

RE: Service Address: 1391 Challenger
Account Number: 84951 - 12268

Dear Mariano Guilez,

On 10/8/2014 water service was terminated at 1391 Challenger. Our records indicate that the final bill remains unpaid on this account. The total amount due is \$60.82. Please remit payment to the Utility Billing Department within ten (10) days from the date of this letter.

The City desires to give you every opportunity to make payment. (However, if you do not comply with this request within the allocated time, this account will be turned over to the City's Collection Agency.)

Please contact me at (575) 439-4372 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

Stephanie Reyes

Stephanie Reyes
Utility Billing Collections Clerk

* Account was not
turned over to
collections, instead
the city forced me to
pay.

National Recovery Agency

Utility Billing Department
1376 E 9th St Alamogordo, NM 88310
Phone (575) 439-4260 Fax (575) 439-4282

2/20/15

Account has not been sent to Collections, *Stephanie Reyes*



"Exhibit I"

City of Alamogordo

RECEIVED

JUN 26 2015

CITY CLERK

July 8, 2014

Darryl & Josephine S Gallent
10 Camino Del Sur
Alamogordo, NM 88310

RE: Tenant(s): Carolyn Fallon
Account Address: 300 Twenty-Fourth
Account Number: 89259 - 8186
Service Dates: 12/1/11 - 7/29/13

Dear Property Owner:

The Utility Billing Department sent notices informing your tenant of the past due amount of \$1379.34. The city has made every effort to collect from the tenant. However, the tenant has failed to pay the past due amount. Under §3-23-6 NMSA 1978, the property owner is responsible for any debt incurred by them or their tenant.

The City desires to give you every opportunity to make payment. Please remit payment of \$1379.34 or make payment arrangements with the Utility Billing Department within ten (10) days from the date of this letter. If you do not comply with this request, the account will be turned over to the City Attorney's Office and a lien will be placed against your property for the amount owed plus \$200.00 administration fee.

Please contact me at (575) 439-4370 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

Stephanie Reyes

Stephanie Reyes
Utility Billing Collections Clerk

Certified mail, return receipt requested
7013 3020 0001 1834 5688

Utility Billing Department
1376 E 9th St Alamogordo, NM 88310
Phone (575) 439-4260 Fax (575) 439-4282

* This very large bill shows the city is not disconnecting water service in a timely MANNER. The commission voted to Abate this bill.

NOTICE OF ESCROW

A REAL ESTATE INSTALLMENT LAND CONTRACT and escrow agreement has been made and entered into on the 28th day of March, 2007, by and between **Tyler U. Fritz and Joni A. Fritz, husband and wife**, (hereinafter referred to as "Seller"), and **Darryl Gallent and Josephine Gallent, his wife**, (hereinafter referred to as "Purchaser") whose address is 10 Camino Del Sur, Alamogordo, New Mexico 88310.

Whereas,

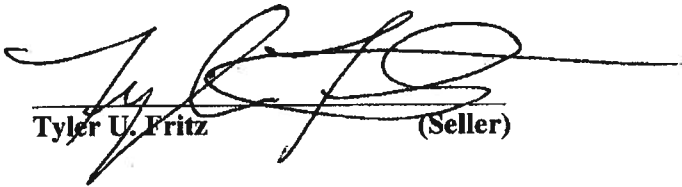
The terms and conditions of which the said Purchaser agreed to purchase the following real estate located in **OTERO COUNTY, NEW MEXICO**, to wit:

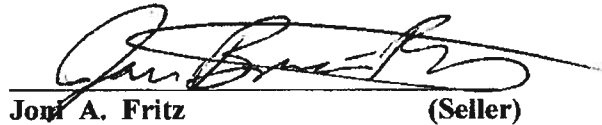
LOT ONE HUNDRED FIFTY (150), PANORAMA TERRACE SUBDIVISION, ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

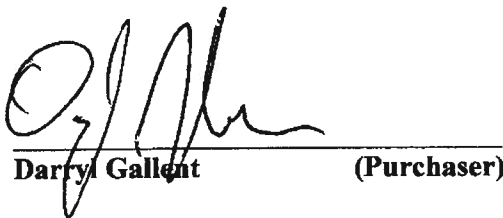
And more commonly known as **514 Panorama Blvd.; Alamogordo, New Mexico 88310**

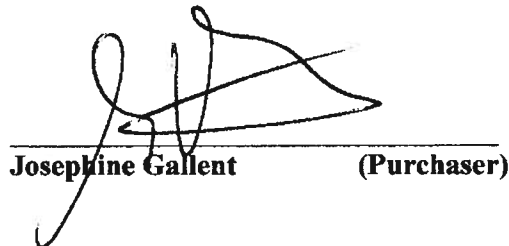
Said Escrow Contract is currently being held by **Pioneer Title and Escrow Co.**, as Escrow Agent, located at 909 Delaware Ave.; Alamogordo, New Mexico 88310.

IN WITNESS WHEREOF, the parties hereto have signed and sealed on this 28 day of March, 2007


Tyler U. Fritz (Seller)


Joni A. Fritz (Seller)


Darryl Gallent (Purchaser)


Josephine Gallent (Purchaser)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO
COUNTY OF OTERO

On March 28, 2007, before me, Linda M. Douke, a notary public in and for said state personally appeared Darryl Gallent, Josephine Gallent, Tyler U. Fritz and Joni A. Fritz, personally known to me (or proved to me based upon satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same in their signature on the instrument the persons or entity on behalf of which they acted, executed the instrument

Witness my hand and official seal

My Commission Expires 18 Oct, 2008

CITY OF ALAMOGORDO, NEW MEXICO
Account History - Combined Inquiry6/23/15
14:47:21

Customer ID: 78303 Name: THORN, VICKIE JOE & KATHLEEN
 Location ID: 9594 Addr: 514 PANORAMA BLVD
 Cycle/route . . . : 03 60 Amount due : 617.16
 Initiation date . . : 4/27/07 Pending : .00
 Termination date . : 1/12/15 Customer/location status . : F

Type options, press Enter.

5=Display

Opt	Trn Type	Trn/Due Date	Description Cancel Comment	Trn/Prv Amount	Reference Date/Num	Running Balance
-	AD ADJ	6/11/15	ADMINISTRATIVE FEE	200.00	6/10/15	617.16
-	FB BILL	1/13/15	FINAL BILL	113.97	1/14/15	417.16
-	BL BILL	12/17/14	CYCLE BILL	84.14	12/18/14	303.19
-	LC ADJ	12/12/14	LATE CHARGES	10.00	11/14/14	219.05
-	BL BILL	11/13/14	CYCLE BILL	51.91	11/14/14	209.05
-	LC ADJ	11/11/14	LATE CHARGES	10.00	10/17/14	157.14
-	BL BILL	10/16/14	CYCLE BILL	51.56	10/17/14	147.14
-	LC ADJ	10/14/14	LATE CHARGES	10.00	9/17/14	95.58

More...

F3=Exit

F5=Adjustments

F7=Pending

F8=Charges

F9=Print

history

F10=Change view

F11=Payments

F12=Cancel

F24=More keys

CITY OF ALAMOGORDO, NEW MEXICO
Account History - Combined Inquiry

6/23/15
 14:53:26

Customer ID: 78303 Name: THORN, VICKIE JOE & KATHLEEN
 Location ID: 9594 Addr: 514 PANORAMA BLVD
 Cycle/route : 03 60 Amount due : 617.16
 Initiation date . . : 4/27/07 Pending : .00
 Termination date . : 1/12/15 Customer/location status . : F

Type options, press Enter.

5=Display

Opt	Trn Type	Trn/Due Date	Description Cancel Comment	Trn/Prv Amount	Reference Date/Num	Running Balance
—	BL BILL	9/16/14	CYCLE BILL	85.58	9/17/14	85.58
—	BP PMT	8/29/14	BDSOnline 08291499	121.94-		.00
—	BL BILL	8/12/14	CYCLE BILL	57.44	8/13/14	121.94
—	LC ADJ	8/12/14	LATE CHARGES	10.00	7/16/14	64.50
—	BL BILL	7/15/14	CYCLE BILL	54.50	7/16/14	54.50
—	OC PMT	6/24/14	BAKER C 06241401	146.97-		.00
—	BL BILL	6/11/14	CYCLE BILL	52.92	6/12/14	146.97
—	LC ADJ	6/10/14	LATE CHARGES	10.00	5/14/14	94.05

More...

F3=Exit F5=Adjustments F7=Pending F8=Charges F9=Print history
 F10=Change view F11=Payments F12=Cancel F24=More keys

Owner Information

Owner Name GALLENT, DARRYL &
 JOSEPHINE S
Mailing Address1 10 CAMINO DEL SUR
Mailing Address2
City ALAMOGORDO
State NM
Zip 88310
Owner ID C010380
Owner Number 68949
Account Number R016566

Property Description

Property Address 514 PANORAMA BLVD
 Subd: PANORAMA
Legal Descript TERRACE Lot: LT 150
Neighborhood A20E
Account Number R016566
Previous ID 01-07139

Deeds

Description
BK 252 PG 164
BK 240 PG 276-DAVIS
BK 357 PG 33-WADE
BK 382 PG 490
BK 386 PG 891-HUD
BK 466 PG 192-MONTOYA
BK 853 PG 184-FLORES
BK 912 PG 235-36-BEAN
BK 1068 PG 0289-90-SMD
BK 1094 PG 0271-BANK
BK 1140 PG 0528-LA ROCQUE
BK 1227 PG 0572-PHILLIPS
200703287-CONT

Parcel Summary

Land Value \$9,496.00
Impr Value \$60,780.00
Full Value \$70,276.00
Taxable Value \$23,425.00
Mobile Summary
Prop Value \$0.00
Mobile Taxable \$0.00

Total Full Value

Taxable
 Total Exemptions \$0.00
 Net Taxable Value \$23,425.00
Taxes
 Bill # 13019291
 Year 13
 Original Amount \$564.03
 Total Due \$564.03

Exemptions

ExemptionType	Amount
---------------	--------

Land Segments

SegNo	Description	Size	TaxYear
0	S-Family Res Lot	61 x 110	2015

Residential Buildings

Build No	Description	Year Built	Stories	Gross Living Area	Baths	Beds	Construction	Roof Cover	Heating	Cooling	Quality	TotalRooms
1	Single Family Residence	1965	1	1644	2.00	3	Wood Frame	GABLE SHINGLE	HOT AIR PIPELESS	Evaporative Cooling	Average Quality	5.00

Other Improvements

Item No	Description	Length	Width	Area Units	Impr Value
1	Storage Use	16	12	0	\$0.00

Commercial Buildings

Build No	Description	Year Built	Stories	Gross Area	Class	Quality	Story Height	HVAC	Extr Walls	DBA	Tax year
----------	-------------	------------	---------	------------	-------	---------	--------------	------	------------	-----	----------

Mobile Homes

Licence Plate	Serial No	Make	Year Built	Length	Width	Area	Size
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AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/1/2015

Report No: 14

Submitted By: Brian Cesar, Public Works
Director

Subject: Report requested by Mayor Galea of the decision to bring the Water & Wastewater services in house. *(Brian Cesar, Public Works Director and Robert Blanton, Streets & Drainage Manager)*

Fiscal Impact:

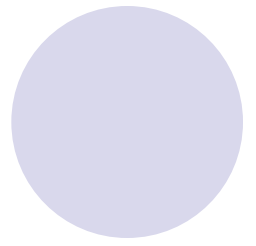
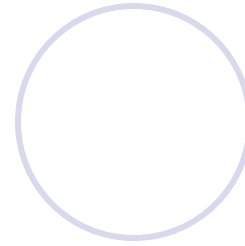
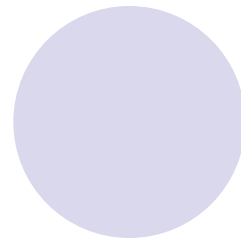
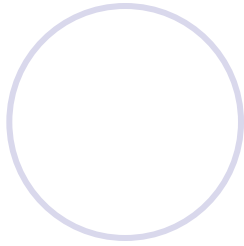
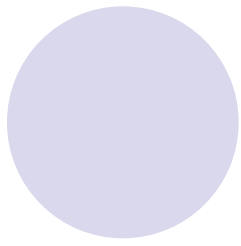
Amount Budgeted:

Fund:

Additional Fiscal Impact:

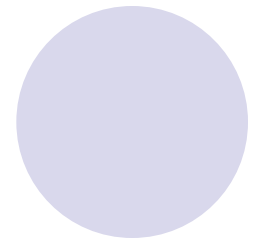
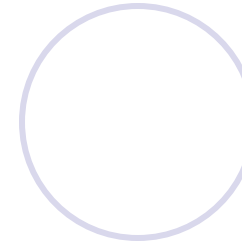
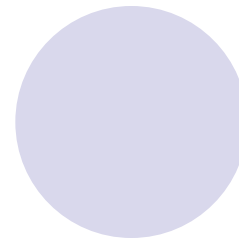
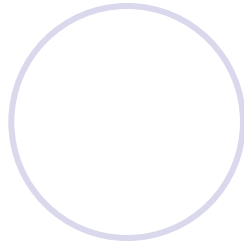
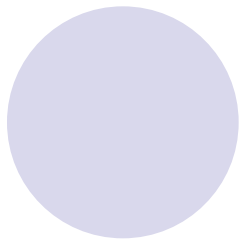
Recommendation: No recommendation.

Background: Mayor Galea requested this information at the June 9, 2015 Regular Meeting. A presentation with the information is attached.



CITY OF ALAMOGORDO

Operation of the Water Filter Plant and Waste Water Treatment Plant Contract Cost versus In- house



SEVERN TRENT CONTRACT FY 2009-10

MONTH/YEAR	BASE ANNUAL FEE	NMGRT 7.5%	MAINT. CAP	NMGRT 7.5%	CAP. PROJ. REIMB.
FY 2009-10	\$ 1,581,972.93	\$ 118,647.97	\$ 250,000.00	\$ 18,750.00	\$ 129,978.72
CONTRACT TOTAL	\$ 1,950,620.90				
Tax Excluded:	\$ 1,831,972.93				

BONITO LAKE CONTRACT:

MONTH/YEAR	BASE ANNUAL FEE	NMGRT 7.4375%	MAINTENANCE CAP	NMGRT 7.4375%
FY 2009-10	\$ 116,127.86	\$ 8,709.59	\$ 25,000.00	\$ 1,875.00
CONTRACT TOTAL	\$ 151,712.45			
Tax Excluded:	\$ 141,127.86			

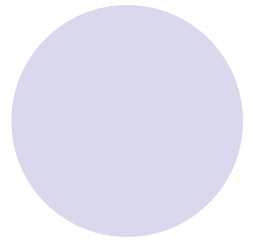
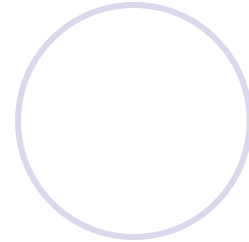
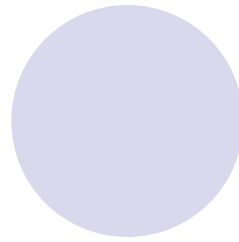
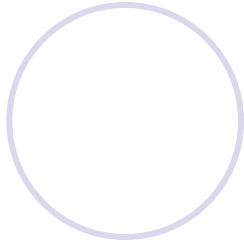
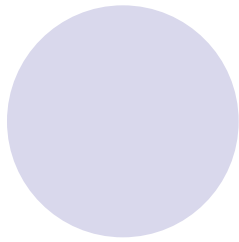
OVERALL SEVERN TRENT FY 2009-2010 CONTRACT TOTAL COST: \$ 2,102,333.35

PLANTS ELECTRICITY: \$ 500,000.00

WATER CONSERVATION FEE: \$ 58,000.00

TOTAL PLANTS OPERATIONAL COST: \$ 2,660,333.35

City Pays Explanations:	BASE ANNUAL FEE:	Operational Cost:	Administrative, Labor, Vehicles
	MAINTENANCE CAP:	Repair Parts	
	ELECTRICITY:	Both Plants Electricity Cost of Approximately \$500,000 Annually	
	WATER CONSERVATION FEE:	Paid to the State of Approximately \$55,000 Annually	
	CAPITAL PROJECTS REIMBURSEMENT:	Improvement Projects: Wastewater Treatment Plant Belt Press	
	CITY FURNISHED NON-ESSENTIAL EQUIPMENT:	Loaders, Backhoes, Mowers	



SEVERN TRENT CONTRACT FY 2009-10

2009-2010 CONTRACT TOTAL COST:	\$ 2,102,333.35
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PLANTS ELECTRICITY:	\$ 500,000.00
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WATER CONSERVATION FEE:	\$ 58,000.00
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TOTAL PLANTS OPERATIONAL COST:	\$ 2,660,333.35
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SEVERN TRENT CONTRACT FY 2010-11

MONTH/YEAR	BASE ANNUAL FEE	NMGRT 7.4375%	MAINT. CAP	NMGRT 7.4375%	CAP. PROJ. REIMB.
FY 2010-11	\$ 1,581,173.11	\$ 117,599.75	\$ 250,000.00	\$ 18,593.75	\$ 129,978.72
CONTRACT TOTAL	\$ 1,967,366.61				
Tax Excluded:	\$ 1,831,173.11				

BONITO LAKE CONTRACT:

MONTH/YEAR	BASE ANNUAL FEE	NMGRT 7.4375%	MAINTENANCE	NMGRT 7.4375%
FY 2010-11	\$ 114,470.98	\$ 8,513.78	\$ 25,000.00	\$ 1,859.38
CONTRACT TOTAL	\$ 149,844.13			
Tax Excluded:	\$ 139,470.98			

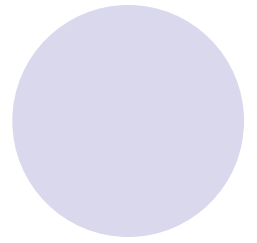
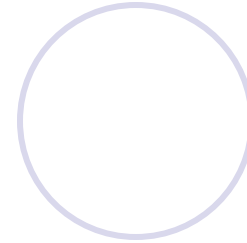
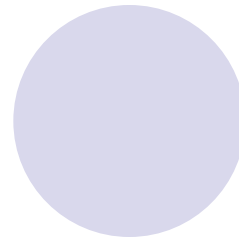
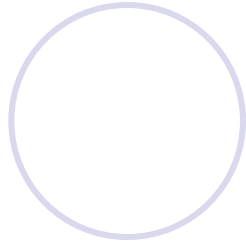
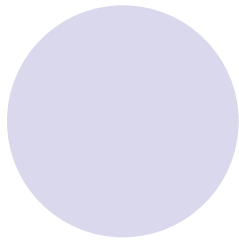
OVERALL SEVERN TRENT FY 2010-2011 CONTRACT TOTAL COST: \$ 2,117,210.74

PLANTS ELECTRICITY: \$ 500,000.00

WATER CONSERVATION FEE: \$ 58,000.00

TOTAL PLANTS OPERATIONAL COST: \$ 2,675,210.74

Explanations:	BASE ANNUAL FEE:	Operational Cost:	Administrative, Labor, Vehicles
	MAINTENANCE CAP:	Repair Parts	
	ELECTRICITY:	Both Plants Electricity Cost of Approximately \$500,000 Annually	
	WATER CONSERVATION FEE:	Paid to the State of Approximately \$55,000 Annually	
	CAPITAL PROJECTS REIMBURSEMENT:	Improvement Projects: Wastewater Treatment Plant Belt Press	
	CITY FURNISHED NON-ESSENTIAL EQUIPMENT:	Loaders, Backhoes, Mowers	



SEVERN TRENT CONTRACT FY 2010-11

FY 2010-2011 CONTRACT TOTAL COST:	\$ 2,117,210.74
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PLANTS ELECTRICITY:	\$ 500,000.00
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WATER CONSERVATION FEE:	\$ 58,000.00
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TOTAL PLANTS OPERATIONAL COST:	\$ 2,675,210.74
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SEVERN TRENT CONTRACT FY 2011-12

MONTH/YEAR	BASE MONTHLY FEE	NMGRT 7.4375%	MAINT. CAP	NMGRT 7.4375%	ADDT. DUE (CPI)
July 1, 2011	\$ 114,601.00	\$ 8,523.45	\$ 19,421.08	\$ 1,444.44	\$ 7,479.83
August 1, 2011	\$ 121,563.03	\$ 9,041.25	\$ 20,681.56	\$ 1,538.19	
September 1, 2011	\$ 121,563.03	\$ 9,041.25	\$ 19,391.12	\$ 1,442.21	
October 1, 2011	\$ 121,563.03	\$ 9,041.25	\$ 20,018.65	\$ 1,488.89	
November 1, 2011	\$ 121,563.03	\$ 9,041.25	\$ 19,391.12	\$ 1,442.21	
December 1, 2011	\$ 121,563.03	\$ 9,041.25	\$ 19,795.65	\$ 1,472.30	
		NMGRT 7.5%		NMGRT 7.5%	
January 1, 2012	\$ 121,563.03	\$ 9,117.23	\$ 19,391.12	\$ 1,454.33	
February 1, 2012	\$ 121,563.03	\$ 9,117.23	\$ 19,391.12	\$ 1,454.33	
March 1, 2012	\$ 121,563.03	\$ 9,117.23	\$ 19,391.12	\$ 1,454.33	
April 1, 2012	\$ 121,563.03	\$ 9,117.23	\$ 19,391.12	\$ 1,454.33	
May 1, 2012	\$ 121,563.03	\$ 9,117.23	\$ 19,391.12	\$ 1,454.33	
June 1, 2012	\$ 121,563.03	\$ 9,117.23	\$ 23,293.77	\$ 1,747.03	
TOTAL:	\$ 1,451,794.33	\$ 108,433.06	\$ 238,948.55	\$ 17,846.95	\$ 7,479.83
CONTRACT TOTAL:	\$ 1,824,502.73				
Tax Excluded:	\$ 1,698,222.71				

BONITO LAKE CONTRACT:

MONTH/YEAR	BASE ANNUAL FEE	NMGRT 7.4375%	MAINT. CAP	NMGRT 7.4375%
FY 2011-12	\$ 114,470.98	\$ 8,585.32	\$ 25,000.00	\$ 1,875.00
CONTRACT TOTAL:	\$ 149,931.30			
Tax Excluded:	\$ 139,470.98			

OVERALL SEVERN TRENT FY 2011-2012 CONTRACT TOTAL COST: \$ 1,974,434.03

PLANTS ELECTRICITY: \$ 500,000.00

WATER CONSERVATION FEE: \$ 58,000.00

TOTAL PLANTS OPERATIONAL COST: \$ 2,532,434.03

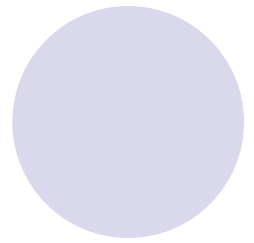
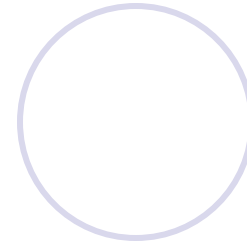
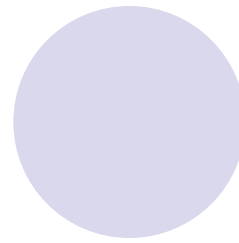
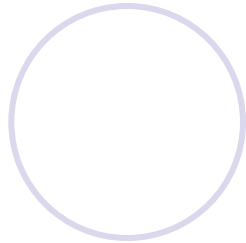
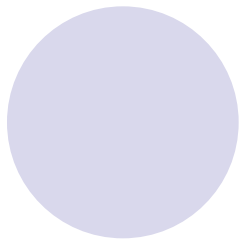
Explanations:	BASE ANNUAL FEE:	Operational Cost:	Administrative, Labor, Vehicles
	MAINTENANCE CAP:	Repair Parts	
	ELECTRICITY:	Both Plants Electricity Cost of Approximately \$500,000 Annually	
	WATER CONSERVATION FEE:	Payed to the State of Approximately \$55,000 Annually	
	CAPITAL PROJECTS REIMBURSEMENT:	Improvement Projects: Wastewater Treatment Plant Belt Press	
	CITY FURNISHED NON-ESSENTIAL EQUIPMENT:	Loaders, Backhoes, Mowers	

NOTES: 1. There would have been CPI increases to the contract annually from 2013. 2. Severn Trent had made the City aware that with the Waste Water Plants upgrades they were going to increase associated operational cost. 3. All City requested with a 10% admin. Fee. Example: April ,2011 NMED required upgrades to meet the DP220 Permit. Additional Severn Trent Contract of \$17,900 plus \$3254 Admin. Fee and Tax.

Difference 2010 to 2011 \$ 146,649.32

Severn Trent Contract ended in the spring of 2013 so FY 2011-12 is the last full year of record

MONTH/YEAR	MAINT. CAP		NMGRT 7.4375%
July 1, 2011	\$	19,421.08	\$ 1,444.44
August 1, 2011	\$	20,681.56	\$ 1,538.19
September 1, 2011	\$	19,391.12	\$ 1,442.21
October 1, 2011	\$	20,018.65	\$ 1,488.89
November 1, 2011	\$	19,391.12	\$ 1,442.21
December 1, 2011	\$	19,795.65	\$ 1,472.30
			NMGRT 7.5%
January 1, 2012	\$	19,391.12	\$ 1,454.33
February 1, 2012	\$	19,391.12	\$ 1,454.33
March 1, 2012	\$	19,391.12	\$ 1,454.33
April 1, 2012	\$	19,391.12	\$ 1,454.33
May 1, 2012	\$	19,391.12	\$ 1,454.33
June 1, 2012	\$	23,293.77	\$ 1,747.03
TOTAL:	\$	238,948.55	\$ 17,846.95



Explanations:

BASE ANNUAL FEE:

Operational Cost: Administrative, Labor, Vehicles

MAINTENANCE CAP:

Repair Parts

ELECTRICITY:

Both Plants Electricity Cost of Approximately \$500,000 Annually

WATER CONSERVATION FEE:

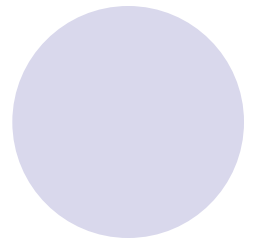
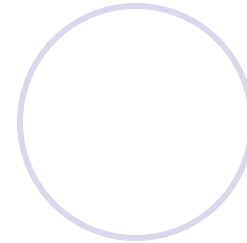
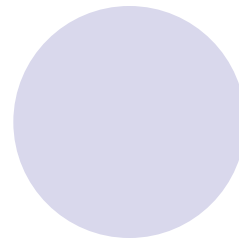
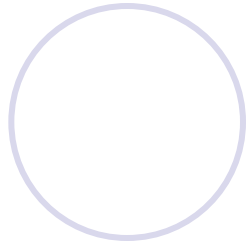
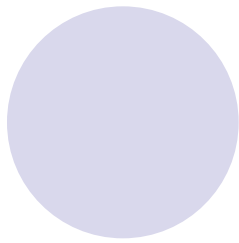
Payed to the State of Approximately \$55,000 Annually

CAPITAL PROJECTS REIMBURSEMENT:

Improvement Projects: Wastewater Treatment Plant Belt Press

CITY FURNISHED NON-ESSENTIAL EQUIPMENT:

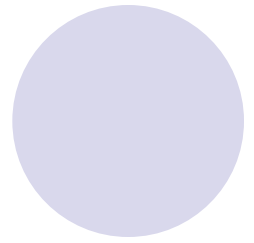
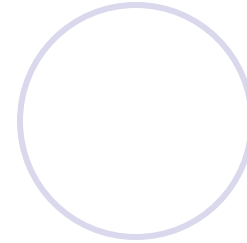
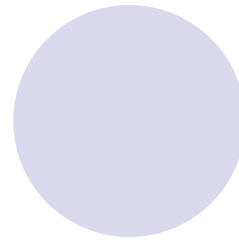
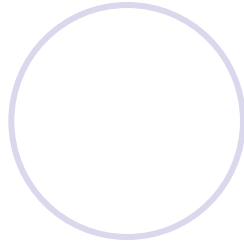
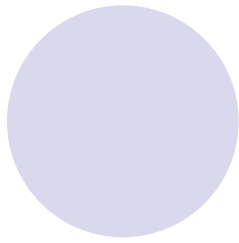
Loaders, Backhoes, Mowers



SEVERN TRENT CONTRACT FY 2011-12

FY 2011-2012 CONTRACT TOTAL COST:	\$ 1,974,434.03

PLANTS ELECTRICITY:	\$ 500,000.00
WATER CONSERVATION FEE:	\$ 58,000.00
TOTAL PLANTS OPERATIONAL COST:	\$ 2,532,434.03



NOTES:

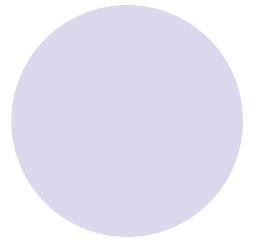
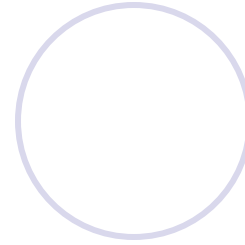
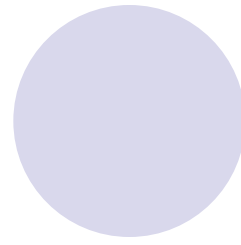
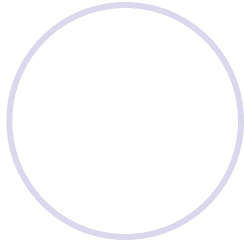
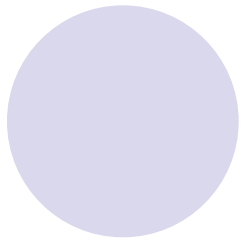
1. There would have been CPI increases to the contract annually from 2013.
2. Severn Trent had made the City aware that with the Waste Water Plants upgrades they were going to increase future associated operational cost
3. All City requested additional duties required a separate contract with a 10% admin. Fee.

Example:

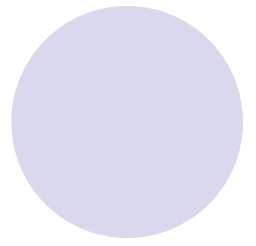
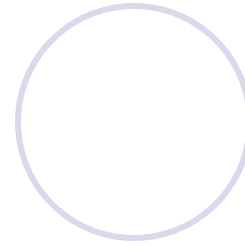
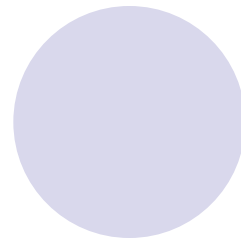
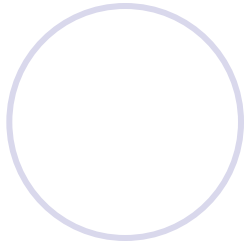
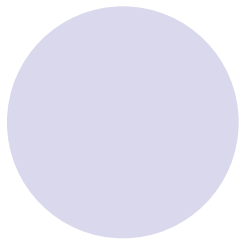
April, 2011 NMED required upgrades to meet the DP220 Permit.

Required an Additional Severn Trent Contract of \$17,900 plus \$3254 Admin. Fee and Tax.

All of these cost are covered in the present in-house budget with no additional cost to the City of Alamogordo.



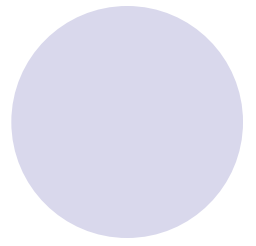
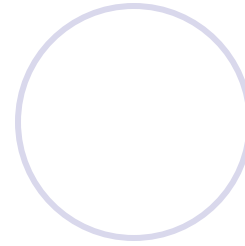
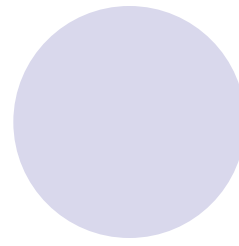
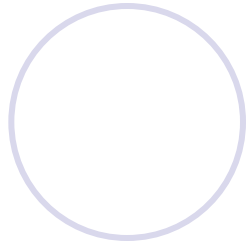
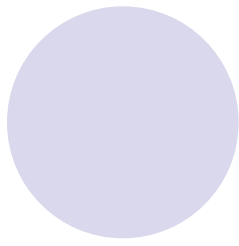
- **Operation of the Water Filter Plant and Waste Water Treatment Plant In-house Fiscal Year 2014-15 Budget**



Water Filter Plant Fiscal Year 2014-15 Total Annual Budget: \$1,295,751.00

This includes:

- Plant electricity cost of \$348,080.00**
- Bonito lake dam and Pipeline maintenance**
- NMED Water Conservation fee of \$58,000**

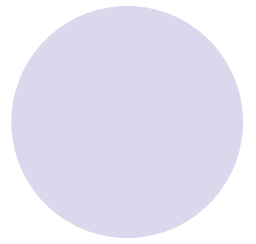
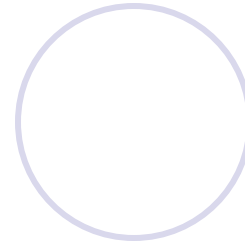
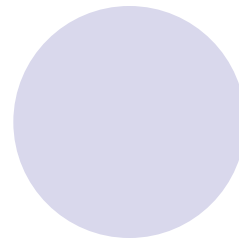
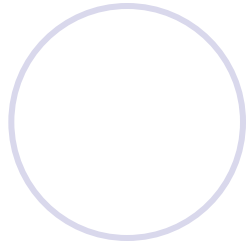
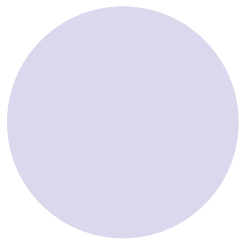


**Wastewater Treatment Plant
Fiscal Year 2014-15 Total
Annual Budget:
\$961,676.00**

**This includes:
Plant electricity cost of
\$451,920.00**



**Combined Wastewater
Treatment / Water Filter
Plant Fiscal Year 2014-15
Total Annual Budget:
\$2,257,427**



Savings versus contract:

\$275,007.03 Annually

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/1/2015

Report No: ■ 15

Submitted By: Susie Galea, Mayor

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Reappoint Robert Ortega to the Cemetery Board.

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

Cemetery Board. Two (2) vacancies. Staff Liaison - Jan Wafful
(Opening due to the expiring term of Robert Ortega and Larry T. Rachel)
The following existing board member is interested in being reappointed:
Robert Ortega - if appointed this will be his eleventh term.

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.

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. One (1) vacancy. Staff Liaison – Melissa Garcia
(Opening due to the expiring term of Joann Reynolds)
No nominations received.

Senior Volunteer Programs Advisory Council. Four (4) vacancies. Staff Liaison - Maria Roque
(Openings due to the expiring term of, Angela Axtolis and the resignations of William Whitley and Thomas Rich V.)
No nominations received.

CEMETERY BOARD

RECEIVED

JUN 26 2015

CITY CLERK

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

Name: Robert Ortega
Home Phone: 575-921-7904 Work Phone: 575-434-5253
Cell Phone: Same Fax No: 575-434-5259
e-mail address: Robert Ortega @ guestoffice.net
Physical Address: 634 Engel Drive
Is the above address within City limits? Yes ☒ No ☐
Mailing Address: 634 Engel Drive
Present Employer: Alamogordo Funeral Home Job Title: Director

Board/Committee you wish to serve on:

First choice: Cemetery
Second choice: None

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: ON Board
Committee over 17yrs

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/14/2015

Report Date: 7/1/2015

Report No: ■ 16

Submitted By: Stephen Thies, City Attorney

Subject: Adjourn into Closed Session in compliance with Section 10-15-1.H, NMSA 1978 (2010 Cumulative Supplement) to discuss Purchase, Acquisitions, or Disposal of Real Property for: 1) First & Florida realignment; 2) Airport Lease Area E12-B; and 3) S. Washington Ave. Extension.

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve to go into Executive Session to discuss Purchase, Acquisition, or Disposal of Real Property for: 1) First & Florida; 2) Airport Lease Area E12-B; and 3) S. Washington Ave. Realignment.

Background: