



Alamogordo City Commission

NOTICE OF MEETING

Addendum to Regular Meeting Agenda

Tuesday, August 25, 2015 – 7:00 pm
City Hall, City Commission Chambers
1376 E. Ninth St.

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

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

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

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

Addendum to Regular Meeting Agenda

CONSENT AGENDA

13. Approve Change Orders #2 and #3, and request to substitute subcontractors related to the Airport Runway 3 Extension Project. *(Stephen Thies, City Attorney)*

EXECUTIVE SESSION (Roll Call Vote Required)

18. Recess into Closed Session in compliance with Section 10-15-1.H, NMSA 1978 (2010 Cumulative Supplement), to discuss Limited Personnel Matters (City Manager).

RECONVENE INTO OPEN SESSION

19. Motion to reconvene into open session. And Action, if any, as a result of Executive Session.



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Susie Galea Mayor
Robert Rentschler Mayor Pro-Tem, District 3
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Al Hernandez District 5
Dr. George Straface District 6

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

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

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

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

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CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Update on Atari game auction and presentation of final proceeds check to the City of Alamogordo.
(Joe Lewandowski, Operational Consultants)

2. Presentation by CDM Smith related to the permitting and design of the 1 MGD Desalination Facility. *(Robert A Fowlie, P.E., BCEE, Presenter)*

PUBLIC COMMENT

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

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

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

3. Approve the Minutes for the August 11, 2015 Regular City Commission Meeting and the August 19, 2015 Special City Commission Meeting. *(Renee Cantin, City Clerk)*
4. Approve the statement related to the Executive Session held on August 11, 2015. *(Renee Cantin, City Clerk)*
5. Approve the Lodger's Tax Expenditures for Tourism & Travel. *(Jan Wafful, Community Services Admin. Assistant)*
6. Accept the Investment Report for the quarter ending June 30, 2015, in accordance with the City of Alamogordo Investment Ordinance. *(LeeAnn Nichols, Finance Director)*
7. Approve an Application for participation in the Fire Protection Fund Grant FY 2016 for the Alamogordo Fire Department. *(Mikel Ward, Fire Chief)*
8. Approve an agreement for Assignment of Airport Lease from Skyline Aviation LLC to Rick T. Carrier. (Area E6-D) . *(Jim Talbert, Airport Manager)*
9. Approve the award of Public Works Bid No. 2015-009 to Silva Electric & Construction LLC, related to Plaza Hacienda Electrical Renovation Apartment Circuit Separation at Public Housing, in the amount not to exceed \$41,812.35. *(Maggie Paluch, Housing Manager)*
10. Approve the purchase of property located at 800 Miami Street related to the First & Florida Realignment project. *(Stephen Thies, City Attorney)*
11. Approve the removal of uncollectible and unsecured amount of \$163,283 Due To - General Fund (11) / Due From – Bonito (88), from the City's Balance Sheet. *(Julianne Hall, Accounting Manager and LeeAnn Nichols, Finance Director)* Resolution No. 2015-41. Roll call vote required
12. Approve a Professional Services Agreement between Alamogordo MainStreet and the City of Alamogordo for the MainStreet program. *(Ruben Segura, City Planner and Robert Rentschler, Commissioner)*
13. Approve Change Orders #2 and #3, and request to substitute subcontractors related to the Airport Runway 3 Extension Project. *(Stephen Thies, City Attorney)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

14. Consider, and act upon, the first publication of Ordinance No. 1500 to amend Section 16-02-090 of the City Code to define a quorum for the conduct of business for the Alamogordo Public Library Advisory Board. *(Stephen Thies, City Attorney)*
15. Consider, and act upon, directing staff to create a policy to allow military recruiting at or on the city public facilities. *(Susie Galea, Mayor)*

16. Appointments to Boards and Committees. (*Susie Galea, Mayor*)

PUBLIC COMMENT (Continued if needed)

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

EXECUTIVE SESSION

17. Recess into Closed Session in compliance with Section 10-15-1.H, NMSA 1978 (2010 Cumulative Supplement), to discuss Limited Personnel Matters (City Manager). (Roll call vote required) ()

RECONVENE INTO OPEN SESSION

18. Motion to reconvene into open session. And Action, if any, as a result of Executive Session.
()

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/11/2015

Report No: 1.

Submitted By: Renee Cantin, City Clerk

Subject: Update on Atari game auction and presentation of final proceeds check to the City of Alamogordo.
(Joe Lewandowski, Operational Consultants)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: None.

Background: Joe Lewandowski will give a progress report on the Atari game auction, and present a final check to the City for their portion of the sales.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/13/2015

Report No: 2.

Submitted By: Brian Cesar, Public Works
Director

Subject: Presentation by CDM Smith related to the permitting and design of the 1 MGD Desalination Facility. (*Robert A Fowlie, P.E., BCEE, Presenter*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: None

Background: Robert A Fowlie, P.E., BCEE will present this item.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/13/2015

Report No: ■ 3

Submitted By: Renee Cantin, City Clerk

Subject: Approve the Minutes for the August 11, 2015 Regular City Commission Meeting and the August 19, 2015 Special 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.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
7:00 P.M., COMMISSION CHAMBERS
AUGUST 11, 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 given by Father Tom Arrowsmith-Lowe and the Pledge of Allegiance led by Mayor Pro-Tem Rentschler.

APPROVAL OF AGENDA

Mayor Pro-Tem Rentschler moved to approve adding executive session for Threatened or Pending Litigation (possible action related to the customer services audit), and Limited Personnel Matters (Assistant City Manager). Commissioner Straface seconded the motion. Motion carried with a vote of 5-2-0. Commissioner Turnbull and Commissioner Hernandez voted nay.

Mayor Pro-Tem Rentschler moved to approve adding the Addendum including the executive session items to the agenda. Commissioner Turnbull seconded the motion. Motion carried with a vote of 6-1-0. Commissioner Hernandez voted nay.

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

PRESENTATIONS

1. Update on Atari game auction and presentation of final proceeds check to the City of Alamogordo. *(Joe Lewandowski, Operational Consultants)* **WITHDRAWN**

PUBLIC COMMENT

A. Lori Bies commented on the following:

1) Ms. Bies commended Animal Control Officer Vickie Gathe for going above and beyond in her duties. Officer Gathe came to Ms. Bies' parent's home twice in one night in order to locate and capture a rattlesnake that had bitten their dogs. She also stayed with Ms. Bies' parents until they were reassured and settled down.

CONSENT AGENDA

3. Approve the statement related to the Executive Session held on July 28, 2015. *(Renee Cantin, City Clerk)*

4. Approve Resolution No. 2015-34 approving a Cooperative Agreement between the City of Alamogordo and the New Mexico Department of Transportation for Special Local Government Road Fund Project SP-2-16(909); Control No. L200270 in the amount of \$77,483.00 for making

improvements to the Abbott Ditch, providing for a 25% match in the amount of \$19,371.00 (Roll call vote required) (*Ruben Segura, City Planner/Grants Coordinator*)

5. Approve Resolution No 2015-39 authorizing the temporary closing and usage of a portion of the platted 4th Street right-of-way between Bellamah Avenue and Webster Drive. (Roll call vote required) (*Stephen Thies, City Attorney*)

6. Approve Resolution No. 2015-36 approving the submission of an application to the New Mexico Department of Transportation, Aviation Division for updating the Storm Water Pollution Prevention Plan for the White Sands Regional Airport for the amount of \$14,436 with a required match of \$7,218. (Roll call vote required) (*Jim Talbert, Airport Manager*)

7. Approve Resolution No. 2015-37 approving the submission of an application to the New Mexico Department of Transportation, Aviation Division for the annual maintenance grant at the Alamogordo-White Sands Regional Airport, in the amount of \$11,110 with a required match of \$1,111. (Roll call vote required) (*Jim Talbert, Airport Manager*)

8. Approve Resolution No. 2015-38 approving the DFA Quarterly Report for the period ending June 30, 2015. (Roll call vote required) (*LeeAnn Nichols, Finance Director*)

9. Approve an Agreement with Alamogordo Public Schools related to School Resource Officers for the 2015-2016 School Year. (*Robert Duncan, Police Chief*)

11. Approve a request by Wendgord Corp related to a leak adjustment request for 301 S White Sands Blvd. (*LeeAnn Nichols, Finance Director*)

12. Approve the award of Public Works Bid No. 2015-013, Bid Lot #1, to MEVACON, LLC, Inc. related to Family Recreation Center Restroom Remodel ReBid (EN1502) in an amount not to exceed \$76,311.51, including NMGR. (*Edward Balderrama, Project Manager*)

13. Approve the award of IFB No. 2015-12 to JGB Enterprises, related to the Hoses and Fittings for Heavy-Duty Pumps requirement, in an amount not to exceed \$29,740.80. (*Brian Cesar, Public Works Director*)

14. Approve a Special Dispenser Permit Application and a Temporary Alcoholic Beverage Dispenser's License for Carino's Italian for the Cottonwood Festival from September 4th to September 6th, 2015 at Alameda Park. (*Renee Cantin, City Clerk*)

15. Approve the Public Celebration Permits and a Temporary Alcoholic Beverage Dispenser's License for the Tularosa Basin Wine & Nut Fest sponsored by the Alamogordo, Tularosa, and White Sands Rotary Clubs for September 18th and 19th, 2015 at Alameda Park. (*Renee Cantin, City Clerk*)

Item #10 was removed from the consent calendar at the request of City Planner Segura. Mayor Galea asked to remove Item #2 from the consent calendar.

Commissioner Hernandez moved to approve items # 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15 of the consent calendar. Commissioner Turnbull seconded the motion. Roll call was taken for items # 4, 5, 6, 7 & 8. Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

2. Approve the Minutes for the July 28, 2015 Regular City Commission Meeting. (*Renee Cantin, City Clerk*)

Commissioner Hernandez moved to approve the Minutes for the July 28, 2015 Regular City Commission Meeting. Commissioner Baldwin seconded the motion. Motion carried with a vote of 7-0-0.

10. Approve a Professional Services Agreement between Alamogordo MainStreet and the City of Alamogordo for the MainStreet program. (Ruben Segura, City Planner)

This item was removed from Consent and will be discussed at the August 25th meeting.

PUBLIC HEARINGS

16. Consider, and act upon, a variance request to reduce the side yard setback line from fifteen (15) feet to ten (10) feet on SILVERADO BLK A LT 21, Tax Parcel Number 01-15755 with an address of 800 Silverado. Case Number V-2015-0003(A). (Ruben Segura, City Planner)

City Planner Segura explained the information using a Power Point presentation (see Agenda Book).

City Manager Stahle explained the no access arrangement of this property, and he had asked staff to consider going to the P&Z Commission with a text amendment to the zoning code that would eliminate the need in such circumstances for variances.

Mayor Pro-Tem Rentschler moved to approve a variance request to reduce the side yard setback line from fifteen (15) feet to ten (10) feet on SILVERADO BLK A LT 21, Tax Parcel Number 01-15755 with an address of 800 Silverado. Commissioner Straface seconded the motion. Motion carried with a vote of 7-0-0.

UNFINISHED BUSINESS

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

Chairman Talbert explained the proposed changes saying the majority of changes were to continue to adopt the Commission's shape with the commissioners versus the mayor at large. He said Commissioner Hernandez's question on residency was addressed by the State Election Code, and that is why it was not in this document. Mr. Talbert also mentioned runoff elections and how they could occur. The term limit for elected judges was removed because it was against the NM Constitution. Another proposed change was for commissioner/mayor compensation to be set by ordinance. The recall provision was not changed and the only other changes in the Charter were grammatical.

Commissioner Hernandez asked about the qualification of residing in a district for 90 days. Chairman Talbert said the 90 day requirement was removed and the section simply stated they must reside in the district they represent.

Commissioner Baldwin asked if the citizens' concerns were taken into account, and Chairman Talbert told him this had been done.

City Clerk Cantin recommended the City Commission review all these proposed changes and decide what should be put on the March 2016 ballot.

Ms. Lori Bies said she was currently aware of three formal complaints against the mayor about the Charter Review Committee Public Hearing. She thought the Mayor had been instructed not to come to that meeting because it was for the public. Ms. Bies and others in the audience felt that was coercion and/or abuse of power. She didn't think all public recommendations had been considered

because of the request from the Mayor that they not be considered. She requested this item be tabled tonight until the review of these allegations could be completed.

Rich Merrick said the City Charter amendments would not be voted on by the public until the March election, and he thought this discussion should be tabled and the City Charter Committee instructed to have at least one more public meeting without the presence of elected officials speaking in an official manner. He said three formal complaints had been filed against the Mayor by Lori Bies, Marge Scanlon and Lori Armstrong. He felt the Commission should wait to act on these amendments until the complaints had been acted upon, because if it was determined the Mayor had acted inappropriately then the process would be considered corrupted.

Mayor Galea asked the city clerk to add the minutes from the July (June)15, 2015 City Charter Review Committee meeting to tonight's minutes.

[June 15, 2015 City Charter Review Committee - Public Comment: 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.]

The Mayor said it had been alleged she intimidated the Committee, and she felt she had not done so. She offered to read remarks written by Chairman Talbert regarding the events at the Public Hearing, but Mr. Talbert read the statement himself:

"As the Chairman of the City Charter Committee, I feel I have a responsibility to comment on the headline article that appeared in the Alamogordo Daily News on Saturday, August 8, 2015. It is important to understand that each citizen of Alamogordo has the right to express his or her opinion at public meetings, but I believe they do not have the right to tell another citizen they do not have that right. I also believe one needs to distinguish between stating fact and opinion, as well as, stating as fact how others present perceive statements. The first statement made was an observation, but then it was stated as a fact. I am not sure who was being quoted, but the comment on Mayor Galea's arrival as having "disrupted the proceedings" is an observation. Citizens are free to come and go at public meetings as they see fit, or as their schedule demands. Next, since the proceedings are recorded, each speaker is required to state his or her name for the record. All of us on the board know she is the Mayor, but the requirement for identification is a standard policy. The committee rendered the same respect for Mayor Pro Tem Renschler [Rentschler] when he attended an earlier meeting. He also identified himself and expressed his own recommendations.

The next statement is a bit confusing, "...her presence was not required". This statement was attributed to the City Manager, Mr. Jim Stahle. The only people required to be there were the committee members. This was followed by a statement that "She did this even after being told by the City Manager that the commissioners and the Mayor were not to speak at this meeting...". I reviewed the recordings and the minutes, as well as asked the City Manager if he made this statement. I found no evidence that he did. As I remember the statement, it was one of the citizens speaking that stated something to the nature of "I was told the Mayor would not be here". That individual did not say who told him or her that, but a statement of that nature in no way prevents a citizen from expressing their thoughts on the city charter.

Then the quote was made that the charter committee was "made up almost exclusively of city employees, former employees and benefactors". I am not sure what they mean by a benefactor, but only 2 of the 7 are city employees, clearly not enough to be considered "exclusively". As I am now,

and as a member of the Charter Committee, I am not acting as a city employee, but as a citizen of Alamogordo who was honored to be on this committee. All the members of the committee were volunteers that responded to a public notice. Any citizen could have responded to this notice and had an equal chance to serve on this committee.

The next statement that I see that is an opinion that was stated as fact was "Galea used her position to intimidate the members of the committee to pay heed only to her suggestions and to ignore input of the public." I can only speak for myself, but this statement is totally untrue, I was not intimidated, and I believe the rest of the committee took other citizens' input with the same weight as that of the Mayor's. This can be demonstrated by how much input another citizen provided that was incorporated into the document. I am sorry that the writer of this complaint feels that a Mayor who takes an active part in the works of the city is "an embarrassment"; but again, that is the writer's opinion, not a statement of fact.

As far as any violations of the Code of Conduct, I do not see any evidence in this article or that I personally witnessed at the meeting in question, to support that accusation. This is based on my observations, interpretation of the code and my personal opinion. Identifying herself as the Mayor, stating her thoughts and asking questions, is not, as I read the Code of Conduct, a violation. In conclusion, this article is more of an editorial of someone's opinion, rather than a statement of fact, and should be treated as such."

Jim Talbert, Chairman City Charter Committee

Mayor Galea asked the City Clerk to include in the minutes the fact that she had attended every Public Hearing since 2012 and she intended on continuing to do so. Mr. Paul Sanchez asked to comment on this and the Mayor told him this was not the time for public comment and he could comment after Item #24.

Mayor Pro-Tem Rentschler moved to approve the recommendations made by the Charter Review Committee and that they be added to the next regular election in March 2016. Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-1-0. Commissioner Straface voted nay.

Commissioner Straface stated he voted nay because he felt the request to table the item should have been discussed.

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

Finance Director Nichols reminded the commission this item had been tabled at the June 23rd meeting in order for her to obtain an invoice for any repairs. Ms. Nichols was able to get two invoices – one totaling \$1,020.23 dated January 9, 2015, and one dated February 9, 2015 for \$656.29. She gave more background on this item.

Commissioner Hernandez wanted to remind the commission of the amount of water that was used. Public Works Director Cesar said it worked out to about 30,000 gallons a day. Commissioner Hernandez said this went on for at least a month.

Commissioner Straface asked the amount we would bill if this abatement was not approved, and she told him \$20,519.82.

Commissioner Baldwin said this met the requirements as far as the time it was found and the time it was fixed, and as far as having a receipt for repairs made. There was no proof that the water was sold or that it leaked underground. It meets every requirement for abatement, and Finance Director Nichols agreed. She said the owner had it fixed on the same day we did a recheck.

Commissioner Sikes asked if the owner would be paying anything and Finance Director Nichols told her she would be paying \$5,836.88. Commissioner Sikes noted the name on the Leak Abatement Request had been crossed out and Ms. Apelian's name had been written in. Finance Director Nichols explained about the different owners.

Mayor Pro-Tem Rentschler asked if the radio-read meters would catch this kind of thing so we wouldn't see this again. She told him it should catch it, but this was on a radio-read meter and had been since November. She explained the system is not yet running at 100%, so they were not at the point where they could check that system and leaks to that degree. The system would not differentiate between a 40,000 gallon leak and a 1,000 gallon leak, and they do not presently have the staff to check all the leaks. Mayor Pro-Tem Rentschler said he was surprised by that and thought we could tell the amounts of water, and she told him that portion was not completed at this time.

Commissioner Hernandez pointed out discrepancies in documentation that he had a problem with, so he could not support it.

City Manager Stahle remarked it was frustrating that the whole system was not in place already. As a result, we have talked about hiring extra staff for a year or two in order to get this project done. It would come out of Fund 81, not the General Fund.

Mayor Galea said this meets all requirements for leak abatement.

Commissioner Turnbull had the same concerns as Commissioner Hernandez; the names don't match up. Commissioner Baldwin said it shouldn't matter whose name was on the documents.

Mayor Pro-Tem Rentschler said the December billing was \$4,000, and Ms. Nichols said their average bill runs around \$553.

Commissioner Hernandez asked if the total amount to be billed would be \$5,283 if we approve the abatement, and Finance Director Nichols confirmed this. He asked what the time limit was to collect that money and she told him it becomes delinquent after 15 days. She thought this customer had already made a large payment toward this bill.

Commissioner Hernandez moved to approve abatement and the amount of \$5,283. 28 (minus payments made) would be due within the next 30 days, or the full amount would be due upon demand. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

NEW BUSINESS

19. Consider, and act upon, Resolution No. 2015-33 adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommendations projects for Fiscal Years 2017-2021. (Roll call vote required) (Sue Ashe, Finance & Accounting Projects Analyst)

Julianne Hall, Accounting Manager presented an overview of the ICIP. There had been a Public Meeting on June 24, 2015 in order to gain public input; one citizen attended and another sent email remarks. City Staff then decided which items would be on the list:

911 Wireless Upgrade for the PD	\$500,000
Vehicles and Equipment for the PD	\$200,000
Locker room renovation at the Rec. Center	\$300,000
Amphitheater restoration at Washington Park	\$300,000
Fire fighting training center with burn bldg.	\$325,000

Mayor Galea asked about the Number One project for last year - fire station on Indian Wells. It was not funded last year and she wondered how it would be funded. City Manager Stahle said it was on our Master List to be funded but was not in the top five. We could go after GO bonding, property tax-based funding, directly out of the General Fund, and other grant opportunities.

Mayor Pro-Tem Rentschler asked if the fire fighting training center/burn building could be one and the

same. Chief Ward responded the training center is an important project to us, because we need the points for ISO certification. We also need it to train staff because the County is now charging us to use theirs. It is a greater need than renovating Station 7, although that is very necessary. Mayor Pro-Tem Rentschler felt the training center and a new building for Station 7 could be combined. Fire Chief Ward said we have classroom space at Station 5, and instead we need a burn building and burn props that can be burned repetitively. It would be located on property on our western city boundary. He and Mayor Pro-Tem Rentschler discussed what type of building would be constructed.

Commissioner Straface commented on a workshop with the SNMEDD/COG on August 26th. He would be attending this and would look for grant dollars that could help with projects not on the ICIP list.

City Manager Stahle spoke about Item #1 and the amount listed. He felt the 911 Wireless upgrade for the PD was very important.

Mayor Pro-Tem Rentschler moved to approve Resolution No. 2015-33 adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommendations projects for Fiscal Years 2017-2021. Commissioner Straface seconded the motion. Motion carried with a vote of 7-0-0.

20. Discussion, and possible action related to parking issues in the City. (*Robert Duncan, Police Chief; Stephen Thies, City Attorney*)

Mr. Theriault first commented on the earlier Code of Conduct discussion. He felt the Mayor had not done right, but he felt the Code of Conduct prevented the mayor from doing his or her job. He addressed Section A of the Code of Conduct – the commissioners working for the common good of the people and not any private or personal interests. He felt Mayor Galea and Commissioner Hernandez had not respectfully considered his complaints. He had not received a reply from the Mayor and Commissioner Hernandez responded by threatening him with the city attorney. Mr. Theriault's two main complaints were dangerous parking issues and harassment and abuse of power by the police department concerning these parking issues. He described the history of this parking problem by his property.

Mayor Galea said she took his complaints very seriously and she had spoken to the commission and City Staff. Mr. Theriault noted he had started a petition concerning this and felt he would get many signatures. Mayor Galea said the commission did look at a vehicle forfeiture ordinance that was highly contested by many citizens, but maybe it was worth another look.

Commissioner Hernandez remarked he had not heard anyone else complain about parking. He said he had not threatened Mr. Theriault with the city attorney and had spoken to him to try and make him understand. He felt designated parking on only one side of the street was not the answer and said Mr. Theriault was asking for this to be done on any street less than 30 foot in width.

Commissioner Straface said the background on this item states the city manager can direct the installation of parking signs on any street when the width of the street does not exceed 24 feet, or no parking upon one side of the street when the width of the street does not exceed 32 feet. He asked the city manager why this was on the agenda when he can make that decision.

City Manager Stahle replied that Commissioner Hernandez had requested this and it was a bigger issue than just this one street. Commissioner Hernandez wanted to bring parking issues in general to the attention of the commission. City Manager Stahle explained other solutions for this particular location, and said from what he had experienced in the past, one sided parking was a nightmare. Mayor Galea asked Mr. Theriault if No Parking signs placed at his property would remedy his concerns. He told her the main issue was when people park straight across from him. He was very concerned about the police contacting him about this.

City Attorney Thies said No Parking signs as addressed in the Uniform Traffic Code (12-6-6.8) doesn't specify which side of the street you can prohibit parking, it just specifies that if streets don't exceed 24 feet or 32 feet, the city manager may prohibit parking by ordering signs be put on one side of the street or the other.

Mr. Theriault said he had not asked for parking to be restricted on their side, but since their side is causing the problem, it should be.

Mayor Pro-Tem Rentschler said we have yield streets that supposedly control the speed of traffic. He had tried this on Juniper Street and those people opposed it. Mr. Theriault said some people have too many vehicles.

Commissioner Hernandez said Mr. Theriault had threatened the city with litigation, and that is one reason he put this on the agenda. He said if we prevent parking on the west side of the street then those people will be parking on his side of the street. The police were called because the neighbors felt they were being harassed by Mr. Theriault. There are not any driveways in this area and he felt there wasn't a way to fix this one issue.

Commissioner Turnbull agreed people are parked in the right-of-way and on the street, and said this narrows Mr. Theriault's ability to come out of his driveway. Mr. Theriault said some are parked for over a week. She asked if Budweiser trucks were still parking there and he said no, but somebody else will be.

Commissioner Sikes asked what his petition said and Mr. Theriault read, "We the undersigned citizens of the City of Alamogordo, New Mexico, feel that the city government is not enforcing parking ordinances 12-6-6.8, or considering the need to enforce the ordinance endangering the public. The need is due to the tremendous growth over the past few decades, high traffic and congested parking on the older, narrower, under 32 foot width streets. We ask that the City do a formal review of the ordinance, apply and enforce parking restrictions for aforementioned narrow streets." Commissioner Sikes said her experience was that parking issues have been resolved through a little cooperation. She asked him if he was the man with the sign in his parking lot that was terribly rude, and he said he was. He was told he could put the sign up as long as it didn't block the intersection.

Mayor Galea read part of the letter sent by Mr. Theriault to the City Clerk's office on July 20, 2015 (in Agenda Book).

Commissioner Turnbull said parking on this street was a problem. She said there is no place for your car to go when there was parking on both sides of the street, and she understood where Mr. Theriault was coming from. Mayor Galea said a no parking sign was warranted.

City Manager Stahle said the Code states he can make this judgment, and he recommended against putting No Parking signs on either side of the street. Sight visibility is an issue, but it is different than the parking issue.

Commissioner Turnbull said they shouldn't be able to park in the City's right-of-way or in the street. Commissioner Hernandez said the law says you will not benefit one person, so if we put No Parking on the west side it would benefit Mr. Theriault and not the other people. His direction to the City was to look at parking issues as they were brought up and see how they can be elevated to make driving conditions better for the City of Alamogordo.

Mr. Theriault said it was a public issue when he couldn't get out of his driveway safely.

Mayor Galea directed the City Staff to review parking challenges city-wide. Mayor Pro-Tem Rentschler objected to that direction, and said instead of tasking City Staff to look at the entire city, they should look at problem areas when they occur. The Commission agreed with that and the

mayor directed the city manager to do that.

The Mayor recessed the meeting at 8:42 p.m. and reconvened at 9:00 p.m.

21. Consider, and act upon, Resolution No. 2015-35 declaring all the buildings or structures, or the premises located at 2405 Cuba Avenue, Alamogordo, New Mexico, to be ruined, damaged and dilapidated to be a menace to the public comfort, health, peace or safety, and ordering its abatement. (Roll call vote required) *(Stephen Thies, City Attorney, Lora Nelson, Code Enforcement Manager)*

Code Enforcement Manager Nelson gave the presentation on 2405 Cuba Ave., aka Sahara Apartments (Power Point in Agenda Book). She recommended approval of Resolution No. 2015-35.

Mayor Pro-Tem Rentschler asked if the owner had ever done anything and Code Enforcement Manager Nelson said in the last two months they have been responding to the letters we sent out concerning maintenance of the weeds and growth.

Mayor Pro-Tem Rentschler moved to approve Resolution No. 2015-35 declaring all the buildings or structures, or the premises located at 2405 Cuba Avenue, Alamogordo, New Mexico, to be ruined, damaged and dilapidated to be a menace to the public comfort, health, peace or safety, and ordering its abatement. Commissioner Hernandez seconded the motion.

Commissioner Hernandez asked that we make sure we are not paying for something to be removed that does not need to be; make sure we know all the regulations for asbestos, etc.

Commissioner Straface thanked Ms. Nelson and asked for clarification on the flow chart. Fire Chief Ward said the property owner would be notified this week and given time to respond. If they failed to comply with this order after 15 days, he would bring a request to the commission to demolish the buildings. It would be the beginning of September when we come back before you with the request to demolish or we would come before you with the property owners if they request a hearing.

City Manager Stahle said it was critical to know this would be an expensive process to tear down this property. General Fund money would be used for this, and there are also many individual homes around the city that need this. Mayor Galea remarked on a demolition incentive whereby an individual or private company would demolish property without using tax dollars.

Ms. Jodie Nichols addressed the Commission. She and her family had been living in this neighborhood since 2004, and she was grateful the Commission had approved this demolition. Ms. Nichols asked the City to do all they could to keep any vermin, rodents and/or stray animals from invading the neighborhood when the destruction took place. Chief Ward told her they would have private pest control companies and Animal Control work to try and keep this from happening.

Roll call vote was taken by the Clerk. Motion carried with a vote of 7-0-0.

22. Consider, and act upon, the first publication of Ordinance No. 1501 Amending Article 19-04 of the City Code to Provide for the Adoption of Park Rules. *(Stephen Thies, City Attorney)*

City Manager Stahle explained that in order for City Staff to create rules in the Parks and Recreation program, there must be an ordinance that authorizes staff to put together various codes of conduct at each facility, such as the Zoo and Rec. Center.

City Attorney Thies said the ordinance would allow facility managers to adopt rules that would be adopted by the City Commission. If the rules were violated, the individual in charge of that facility would have the discretion of revoking that person's privilege to utilize the facility. There was currently nothing in place to address disruptive behavior other than asking the individual to leave.

The reason this was brought up was because of damage to our facilities.

City Manager Stahle said there have been incidences at the Zoo where people have thrown things at the animals, and this will give our zookeepers the opportunity to take appropriate action. He strongly encouraged them to approve this ordinance.

Commissioner Hernandez moved to approve the first publication of Ordinance No. 1501 Amending Article 19-04 of the City Code to Provide for the Adoption of Park Rules. Mayor Pro-Tem Rentschler seconded the motion. Motion carried with a vote of 7-0-0.

23. Consider, and act upon, creating a foundation (501(c)3) for the Alamogordo City of the Future related to multiple technology companies private investment in this project and future applications for grants. (Susie Galea, Mayor)

Chamber of Commerce and OCEDC President Espiritu told the commission he had attended a presentation at the Brackish Groundwater National Desalination Research Facility (BGNDRF) given by the Green City Water Project. He explained it was a start-up company looking to relocate in Alamogordo. They would take brackish water and transform it into agricultural water as a by product, and also remove the solids in order to make fertilizer. A 501(c)3 would help generate grant activity for this company. He advised the City get the Green City Water Project to come and present their program. If it sounds plausible then let them bring their financing before you bring any money, then help secure for them the resources they would need in our area. He thought it was a good venture.

Commissioner Straface asked what the direct advantage would be to the City of Alamogordo in the first five years. Mr. Espiritu told him it would be a company that would provide in less than three years agricultural use water for the entire basin and production of fertilizer. Commissioner Straface asked if the City would realize any revenue and Mr. Espiritu said absolutely – Gross Receipt Taxes.

Mayor Galea said the foundation would be composed of one person from our city staff appointed by the city manager, and the commission would then appoint a board. It would give us more input into the green city of the future. If the City decided to create the foundation and the project did not work, the foundation could be dissolved.

Commissioner Straface asked where the funding would come from to give grants, and Chamber of Commerce and OCEDC President Espiritu didn't have an answer for that, but he was continuing to stay in contact with the company. Commissioner Straface said there would be costs involved when you appoint a staff member and provide record keeping.

Commissioner Straface suggested we have a presentation before we act on this. Mayor Pro-Tem Rentschler had seen the presentation and had been impressed, but didn't think this was the time for the City to do this.

Commissioner Sikes and City Manager Stahle discussed 501(c)3 foundation pros and cons.

Chamber of Commerce and OCEDC President Espiritu said he would schedule a presentation for the commission with this company.

City Manager Stahle commented on the City of the Future, and how it had to begin slowly.

Ted Brinegar said he was the CEO of Foxhole Homes, a 501(c)3, whose purpose was to provide sustainable housing and community for veterans in need. He felt Mr. Howard's work was an important service that would be significant for households and agriculture, and that he was encouraging 'Green Industry' to come together. He felt his company and Mr. Howard's company could draw the world to our doorstep in order to talk about sustainability for the long term. He expressed concern that it might be a conflict of interest for the City to create the 501(c)3.

24. Appointments to Boards and Committees.

With no objections from the commission, Mayor Galea appointed Thomas Rich to the Mayor's committee on Aging and Michael Grove to the Senior Volunteer Programs Advisory Council.

PUBLIC COMMENT**A. Mike Espiritu commented on the following:**

1) Mr. Espiritu said the Alamogordo Chamber of Commerce had reached out to area businesses to help them honor law enforcement officers. Approximately 40 businesses had donated gift cards and gift certificates to be distributed to the law enforcement departments. He was going to give these to PD Chief Duncan and FD Chief Ward to distribute to their officers as a 'Thank You' from business people in our community.

B. Rich Merrick commented on the following:

1) Mr. Merrick referred to the Charter Committee Public Hearing minutes held on June 15, 2015, and the fact it says Mayor Susie Galea. He said that in section 02-03-0570 of the Code of Conduct it says that a commissioner will only use their title in official duties. Thus, he felt Mayor Galea was working for the city in an official capacity when speaking at this meeting. If the Mayor had said she was not speaking in an official capacity at that meeting, there would not be a problem today. Mr. Merrick disagreed with the comments made by City Charter Review Committee Chairman Talbert concerning the Mayor's remarks at that meeting. Mr. Merrick felt the entire commission was complacent.

C. Paul Sanchez commented on the following:

1) Mr. Sanchez agreed with Mr. Merrick's comments. He was extremely concerned that tonight during the City Charter discussion it became a discussion about Code of Conduct violations. He felt the dialogue tonight was inappropriate, because the city attorney and commission committee were in the process of reviewing the allegations. He was amazed the conversation was allowed to take place and felt it was a corruption of the Code of Conduct. He thanked Commissioner Straface for his nay vote and expressing his reasons why.

D. Anthony Backy commented on the following:

1) Mr. Backy had some questions concerning the Zenner system. He asked if there was any money set aside for repairs made during this process, and the Mayor said no. He asked if Zenner was taking care of these repairs instead of the City having to do so. He felt hiring additional personnel to help with any installation problems was not right, especially since the city had decided not to fill positions at the PD. City Manager Stahle asked him to consider this project had nothing to do with the General Fund, and Zenner was fulfilling their contract and warranties. Mr. Backy felt the proper research had not been done and was afraid water bills might not be accurate.

Mayor Galea asked the city manager for an update on the Zenner project at a future meeting. He said he would do so.

She addressed comments made by Mr. Merrick and Mr. Sanchez. She was concerned about comments on Item #17 of due process. She said it was out of order for anyone to mention anything outside of that City Charter Committee item, and the Code of Conduct discussion was out of order. She addressed the comments in the newspaper about her concerning that meeting. She felt it was appropriate for Chairman Talbert to read his rebuttal during tonight's earlier discussion. She explained why she had attended that meeting, and said the city attorney would be going through the disciplinary process concerning this.

E. Paul Sanchez commented on the following:

Mr. Sanchez and the Mayor discussed rules of order. He asked her why she had not stopped the

discussion earlier in the meeting. She told him it would have been antagonistic to do so at the time.

F. Rich Merrick commented on the following:

Mr. Merrick asked the Mayor which of his comments were out of order. She told him he had referenced there was a Code of Conduct violation not specific to the Charter Review Committee adoption of recommendations. Mr. Merrick disagreed since it concerned the Charter discussion.

Mayor Galea remarked she would not apologize for being late to a meeting because she was caring for her family. She said she would apologize if anyone felt intimidated by her presence at the meeting.

G. Lori Bies commented on the following:

Ms. Bies said the comments in the paper that were referenced by Mr. Talbert were not hers. She felt the Charter Review Committee recommended changes should have been tabled since there were pending allegations. She apologized if she overstepped, but didn't think she had.

CITY MANAGER'S REPORT

1) Mr. Stahle said he distributed a letter from our city engineer to the commission concerning the cemetery entrance issue. He explained the problems with trying to allow access from westbound traffic into the cemetery; it would create problems for traffic.

2) He remarked Assistant City Manager Matt McNeile, (who passed away on August 1st), was a gentle soul and we all miss him.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Hernandez commented on the following:

1) He said there was an article on Burger King in the newspaper about the city holding them up on demolition. He asked for an update and City Manager Stahle responded we have not held them up; we don't even issue demolition permits. The city authorized zoning clearance on July 10th. They just applied for their demolition permit today with the Construction Industries Department (CID). Mr. Stahle said we will get with the news media to correct any inconsistencies on that project.

2) Mr. Hernandez had a constituent call about permits for those who solicit door to door. He asked if the Clerk's Office would send a list of those with permits to the dispatchers at the PD so they can answer questions when citizens call during the weekends or at night.

3) Commissioner Hernandez recognized Deputy Clerk Nancy Jacobs had received her CMC certification.

Mayor Pro-Tem Rentschler commented on the following:

1) He had received a call from Mr. Reader in the Los Altos subdivision by the high school concerning flooding problems. He then called Chief Ward, Code Enforcement Manager Lora Nelson and Public Works Director Cesar, and they all went to look at it. During the flooding yesterday, he saw Lora Nelson at Mr. Reader's house, and he thanked all of the above for their quick response.

2) Mr. Rentschler noted the striping on Florida was gone and there wasn't any signage going north and south on the lights to tell you what the lanes were. He called Public Works Director Cesar and his guys went to check it out. Going north and south on Cuba, there wasn't any signage on the lights, and he had been assured it would be taken care of.

3) Mayor Pro-Tem Rentschler felt the city did a good job responding to flooding problems. He asked for an update on the Corps of Engineers and the McKinley Channel. City Manager Stahle said they had not received an update from the Corps. Mayor Pro-Tem Rentschler felt the worst flooding was at Tays/Holcomb, and the city manager said the Corps had suffered damage to their construction from the floods.

Mayor Galea commented on the following:

1) The Mayor thanked staff for all the work they did and are doing concerning the flooding. She asked the city manager what we are doing with information from the public hearing last August that addressed flooding. City Manager Stahle told her we have put money into the budget for various

projects, one of which is the old pond area at Public Works. An underground drainage structure is what is needed there, but that would cost multiple millions of dollars. There is city money left to do major drainage improvements, but we don't have the bonding capacities or the finances to do it all quickly. We'll do as much now as we can afford. The biggest challenge now is to complete the Corps project. We have received grants to engineer designs, and there is a lot going on with flood control.

Commissioner Straface commented on the following:

1) Commissioner Straface asked for the status of Jim Randall's culvert. Public Works Director Cesar told him this is an engineering project he was not that familiar with, but he understood Wilson and Co., as well as some of our staff are reviewing the submittals. Once they are approved, the contractor will order the materials and that is a 30 day delivery process; that's when the project will begin. He estimated it would be completed in 90 days. Commissioner Straface said the City's credibility was on the line when it takes so long to get something done. It doesn't make sense to the community and it affects people's attitudes toward the City. He thought we should look at moving projects as quickly as we can. City Manager Stahle said the engineering phase is done and we are now getting product delivery. He said he would get an update on this, and he agreed when projects drag on it affects our credibility.

Commissioner Sikes commented on the following:

1) She commented on the Black & Gold Tiger paws on the streets and everyone is happy about them. She asked if that project was completed and City Manager Stahle said they are done and they are already peeling off.
2) Ms. Sikes reminded all that Tiger Stadium would have a Ribbon Cutting on August 28th.
3) Commissioner Sikes said Big Give projects are going on all over the city. She said we need to thank these people when we see them working on these projects. Over the years they have saved the city over \$740,000 in time and effort.
4) She asked Mrs. Merrick how her dogs were after the incident with the rattlesnake. Mrs. Merrick answered from the audience that they were fine.

Mayor Pro-Tem Rentschler commented on the following:

1) He had gone through the Plaza Pub today and it is going to be an outstanding facility.
2) Mayor Pro-Tem Rentschler reminded all that Matt McNeile's Celebration of Life would be this Friday at 6:30 p.m. at Griggs Field. He said Matt was a Quality of Life person and had a place in this City.

Mayor Galea commented on the following:

1) She thanked City Clerk Cantin and other City Staff who had been helping the McNeile family this week. She hoped many would come on Friday to celebrate Matt's life.

EXECUTIVE SESSION

Adjourn into Closed Session in compliance with Section 10-15-1.H, NMSA 1978 (2010 Cumulative Supplement) to discuss Threatened or Pending Litigation (Marrietta Biscuit Co. and David Moon vs. City of Alamogordo & NMSU-A) and Threatened or Pending litigation (possible action related to the customer service audit) and Limited Personnel Matters (Assistant City Manager). (Roll call vote required)

Mayor Pro-Tem Rentschler moved to adjourn into Executive Session to discuss Threatened or Pending Litigation (Marrietta Biscuit Co. and David Moon vs. City of Alamogordo & NMSU-A) and Threatened or Pending litigation (possible action related to the customer service audit) and Limited Personnel Matters (Assistant City Manager). at 10:50 p.m. Commissioner Baldwin seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

ADJOURNMENT

Mayor Susie Galea

ATTEST:

City Clerk Reneé L. Cantin

(Prepared by Nancy Jacobs, Deputy Clerk)
Approved at the Regular Meeting held on August 25, 2015.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION SPECIAL MEETING MINUTES
7:00 P.M., COMMISSION CHAMBERS
AUGUST 19, 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

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.

EXECUTIVE SESSION (Roll Call Vote Required)

1. Recess into Executive Session in compliance with Section 10-15-1.H, NMSA 1978 (2010 Cumulative Supplement) to discuss Limited Personnel Matters (City Manager)

Mayor Pro-Tem Rentschler moved to recess into Executive Session Limited Personnel Matters (City Manager). Commissioner Hernandez seconded the motion.

Commissioner Baldwin asked for discussion. He said when he was contacted on the phone by the Mayor in reference to this meeting, he had been told that she had been asked by some city commissioners to have this meeting, so at this point, for his own knowledge, he wanted to know which city commissioners actually asked for this meeting – not saying they would attend, but asked for this meeting. Mayor Pro-Tem Rentschler said he agreed to it and Commissioner Baldwin remarked not agreed, asked for the meeting. Commissioner Hernandez and Commissioner Straface acknowledged they had asked for this meeting. Commissioner Baldwin clarified they asked for this actual meeting. Mr. Baldwin said his point was if three or four months ago we decided not to go through this discussion in reference to limited personnel issues dealing with the city manager, and yet we set a date for that meeting to discuss it, and so it only took two city commissioners, and he assumed you are a part of that too, which you are rightly available to be, so..... Mayor Galea interrupted to respond to this saying she had spoken to Commissioner Hernandez and Commissioner Straface, and after speaking with them she had informed the Commission that there was a request for an Executive Session. She asked if they would be willing and be available and found no one that was not available nor willing to attend an Executive Session.

Commissioner Baldwin said except for me, and said he would clarify that here in just a minute. His point was that if we decided as a whole that we would not re-evaluate the City Commission, and we openly discuss when a vote is made or a decision is made to support the findings of that commission and not come back to try and go against that decision, if only two city commissioners asked for this meeting, why are we here today, why do we need to have this meeting if it was only two. He understood the Mayor could call this meeting, or if there is an overwhelming majority of the city commission that wants this meeting, he did not see that two being an overwhelming majority and three possibly even close to an overwhelming majority be at this meeting. Secondly, if we said we weren't going to evaluate the city manager until a later date, and he knew they were going to go in and discuss why, but he felt that was procedurally wrong. Mr. Baldwin clarified he said he would be available for this meeting if everyone agreed with the exception of two people, already knowing they've had those meetings, Commissioner Hernandez and the Mayor had expressed their opinions to the city manager, then he would be available and go to this meeting if everyone sat down with the city manager and discussed their issues with him at that time. To his knowledge, this did not happen. He said it was just an opinion, just a request, but it didn't happen. A change meeting that happened between that time and now, but he didn't think the gist of this meeting was talked about with the city

manager, with the exception of Commissioner Hernandez and the Mayor. Again, if we are trying to do what is right, if we are trying to follow what we always say we need to do and support the Commissions' decisions, he did not think this was anywhere close to that.

Mayor Galea clarified, that after she spoke to two commissioners, she works very hard as mayor to prevent a rolling quorum, so she didn't want a conversation she has with one commissioner to go to another commissioner and then another. After speaking with two commissioners, she separately contacted other commissioners to let them know of concerns, and the only one not agreeing there would be cause or reason to go into Executive Session was Commissioner Baldwin, unless someone wanted to state otherwise. The majority of the commission is here because they feel there is cause to go into Executive Session and have a discussion. She said she did go over that with the City Manager.

City Manager Stahle pointed out that as he read the City Charter, it only takes two commissioners or the mayor to call for a meeting.

Commissioner Hernandez said that per ethics and per the City Employee Manual and contracts, just because you have a contract for a year doesn't mean it is good for a year; you can call it at any point. This is a right-to-work state. Also, if you say we are going to do this in six months and the roof falls in in two months, then you can do it at any time you want; you don't have to wait the six months. Commissioner Hernandez said that for him the roof fell in, and so that's why we are here.

Commissioner Turnbull said she was here because she felt it important that all the commissioners were here regardless of whether they thought it was necessary or not; she thought they should all be here.

Roll call vote was taken at 7:06 p.m. Motion carried with a vote of 6-1-0. Commissioner Baldwin voted nay.

RECONVENE INTO OPEN SESSION

2. Motion to reconvene into open session, and Action, if any, as a result of Executive Session.

Mayor Pro-Tem Rentschler moved to reconvene into open session at 8:53 p.m. Commissioner Hernandez seconded the motion. Motion carried with a vote of 7-0-0.

Mayor Galea stated there will be no action taken tonight.

ADJOURNMENT

Mayor Pro-Tem Rentschler moved to adjourn at 8:54 p.m. Commissioner Straface seconded the motion. Motion carried with a vote of 7-0-0.

ATTEST:

Mayor Susie Galea

City Clerk Reneé L. Cantin

(Prepared by Nancy Jacobs, Deputy Clerk)

Approved at the Regular Meeting held on August 25, 2015.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/13/2015

Report No: ■ 4

Submitted By: Renee Cantin, City Clerk

Subject: Approve the statement related to the Executive Session held on August 11, 2015. (*Renee Cantin, City Clerk*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the following statement and authorize it to be included in the minutes of August 25, 2015: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on August 11th, 2015 a Closed Executive Session was held during the Regular Meeting and the matters discussed in the closed meeting were limited only to: Threatened or Pending Litigation (Marrietta Biscuit Co. and David Moon vs. City of Alamogordo & NMSU-A) as posted on the meeting notice and Threatened and Pending Litigation (possible action related to the Customer Services Audit) and Limited Personnel Matters (Assistant City Manager)."

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/14/2015

Report No: ■ 5

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*)

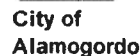
Fiscal Impact: \$1,138
Amount Budgeted: \$161,412.00
Fund: 016-0001-419.56-35

Additional Fiscal Impact:

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 attached for your review:

Fly-Low Publications	ALM Fly-In Event Airport 1/2 pg. Ads - (2 issues)	\$1,138.00
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Finance Inter-Office Form for Accounts Payable

Note: This form is to be used for processing payments through Accounts payable and does NOT take the place of a Purchase Order when required.

City of Alamogordo

[Department Name]

VENDOR NUMBER:

If using Vendor #10 - Misc/Must meet Purchasing Criteria

J Wafful

[Prepared by]

Date of this Request:

Date Check Needed: 08/10/15

XX Next Check Run

TO **Fly-Low Publications**

[VENDOR Name]

SPECIAL INSTRUCTIONS FOR CHECK PROCESSING:

Attn: Ralph McCormick

[Attention:Name if appl]

Copy of check to:

PO Box 10355

[Street Address]

Give Check to:

Russellville, AR 72812

{City, ST ZIP Code}

Other:

479-970-1001

[Phone]

Department authorized officials are responsible for approval of payments from department line items and ensuring sufficient budget. A check request requires Dept. Director's approval, unless a memo is on file with A/P designating an authorization to specific manager.

Department Approval:

Director Approval (if appl):

Date: 8/10/15

Date: 8/11/15

Finance Director Approval required if \$5,000 or more and/or if paid to an employee

FINANCE DIRECTOR APPROVAL:

Date:

Fly-Low Publications

P. O. Box 10355
Russellville, AR 72812

479-970-1001



Invoice

Bill To:

City of Alamogordo
Jan Wafful
1376 E 9th
Alamogordo, NM 88310

Date	Invoice No.	P.O. Number	Terms	Project
08/01/15	8379		Due on receipt	

Item	Description	Quantity	Rate	Amount
1/2 Page Ad	1/2 Page Ad - Continuous Run		569.00	569.00
			Total	\$569.00

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Turkey Mountain Airport (MO00)

Near Shell Knob, MO
MONTHLY FLY-INS

Saturday - Aug 29

9am to noon

Omelet-in-a-bag

\$5

WE'LL SEE YOU AT MO00.



Santa Fe (NM) Airport October 2

The Mountain Flying Familiarization Clinic ground school will be held at the National Guard Armory at the Santa Fe airport - KSAF - on October 2, 2015.

This event gives pilots the opportunity for intense ground school training to prepare them for safe and enjoyable mountain flying and also offers them an additional chance to fly with a qualified mountain flying CFI over the beautiful rocky mountains and airports located there.

Mountain flying can be a normal flight route for flying in New Mexico and surrounding states and this clinic will cover all aspects of flying that terrain. Go to: www.nmpilots.org and on the homepage see Mt. Flying Notice under the NewsFlash OR go to the Event Calendar. This is a great clinic and will make pilots safer over the mountains as well as the flats.

OKTOBERFEST in GERMANY too Far Away?
Then Fly to the 2015 German Air Force OKTOBERFEST
Holloman AFB, NM

ALM FLY-IN FOR



Saturday, September 26, 2015
Alamogordo-White Sands Regional
Airport, Alamogordo, NM

Tickets \$30*, Paid upon arrival, cash preferred, Includes: *Entrance to GAF OKTOBERFEST Event on Holloman AFB, *1 (Full) Collectible 2015 GAF Beer Stein (German Beer, of course!), *Transportation from ALM Airport to host hotel and back to ALM the next morning/afternoon *Transportation from host hotel to the Event and back to host hotel. "Dance to the Music of 'Pressather Musikanten'!" OKTOBERFEST is at Holloman AFB-regular Government photo ID is required. Enjoy reduced AVGAS and JET A prices from Exile Aviation. Relax at the (host hotel) Magnuson Hotel & Suites with special rates: \$60 Single, \$65 Double and \$79 for your own in room SPA! Call 575-437-2110 for reservations! All priced USD+tax. Ask for FLY-IN rates. Discounted car rental rates are available with Enterprise if you wish to tour White Sands, Space Museum or other area attractions. Call 575-434-9010 for reservations. Albuquerque FSDO will present a FFAST Seminar on Sunday afternoon.

ALM FLY-IN Reservations to OKTOBERFEST, are better made in advance.
Call Jim Talbert, Airport Manager: 575-551-6245
or Email: itairportmanager@ci.alamogordo.nm.us

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/13/2015

Report No: 6

Submitted By: LeeAnn Nichols, Finance Director

Subject: Accept the Investment Report for the quarter ending June 30, 2015, in accordance with the City of Alamogordo Investment Ordinance. *(LeeAnn Nichols, Finance Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Accept the Quarterly Investment Report for the period ending June 30, 2015

Background:

The City of Alamogordo ended the quarter with an investment portfolio totaling \$67,378,700. The portfolio was made up of:

State Investment Pool	\$	4,866	or	0.01%
Short Term Investments	\$	1,256,587	or	1.86%
US Treasury Notes/Agency Bonds	\$	45,466,876	or	67.48%
Certificates of Deposits	\$	20,650,371	or	30.65%
Total Investments:	\$	67,378,700		100.00%

Total gains (losses) for the quarter ended June 30, 2015, on maturities and/or called agency notes were \$0. Interest earned during the quarter on a cash basis was \$150,730.

Interest Income Budget Comparison for all Funds is as follows:

Interest Earned Budget	\$	386,479	
Interest Received to Date	\$	633,167	168.83% of budget

Note: The investments mature at different times through out the year and 67% of the investments

mature within three years. They are reinvested as they mature, so that they continue to roll over to be available for projects when needed.

CITY OF ALAMOGORDO INVESTMENT REPORT

6/30/15

<i>ID #</i>	<i>ORIGINAL FACE</i>	<i>CURRENT FACE</i>	<i>BOOK PRICE</i>	<i>BOOK VALUE</i>	<i>MARKET PRICE</i>	<i>MARKET VALUE</i>	<i>Date Of Maturity</i>	<i>Purchased Through</i>	<i>Date Of Purchase</i>	<i>FY 14-15 Y-T-D Earnings</i>
US TREASURY NOTES/AGENCY BONDS										
Wells Fargo (Santa Fe TX Wtr Impt Rev Ser)	336,322	0		0		0	6/1/2022	Wells Fargo	06/15/12	8,541
Wells Fargo (N Mexico Dona Ana Brh Cmnty College GO Se	116,857	112,538		112,538		109,234	8/1/2022	Wells Fargo	08/13/12	2,312
Wells Fargo (San Juan Cnty N Mex Cent Consindpt S/D GO)	273,275	258,324		258,324		256,778	8/1/2016	Wells Fargo	08/21/12	1,657
Wells Fargo (Carlsbad NM Jt Wtr & Swr)	175,616	0		0		0	6/1/2015	Wells Fargo	09/04/12	1,404
Wells Fargo (Central N Mexico Cmnty Coll GO Series 2009)	148,378	141,805		141,805		141,513	8/15/2019	Wells Fargo	09/07/12	1,905
Wells Fargo (New Mexico St Hosp Equip Rev Ser 2008 A)	129,162	0		0		0	8/1/2016	Wells Fargo	09/10/12	1,145
Wells Fargo (New Mexico St Hosp Equip-Prerefunded-Presb	5,868	5,315		5,315		5,270	8/1/2016	Wells Fargo	09/10/12	0
Wells Fargo (New Mexico St Hosp Equip-Unrefunded-Presb)	123,294	111,673		111,673		110,732	8/1/2016	Wells Fargo	09/10/12	0
Wells Fargo (Los Alamos NM Public Sch Dist Ref)	260,938	251,618		251,618		250,305	8/1/2015	Wells Fargo	09/27/12	1,165
Wells Fargo (Alamogordo NM S/D #1)	357,452	0		0		0	8/1/2014	Wells Fargo	10/10/12	902
Wells Fargo (Bernalillo NM Muni Sch Dist #1)	523,195	0		0		0	8/1/2014	Wells Fargo	10/31/12	2,080
Wells Fargo (University N Mex Gallup Branch Cmnty College	157,202	154,976		154,976		152,925	10/15/2020	Wells Fargo	11/21/12	2,090
Wells Fargo (Centrl New Mexico Cmnty Cig UND - E6)	103,383	0		0		0	8/15/2014	Wells Fargo	01/18/13	265
Wells Fargo (Dona Ana Branch Cmnty Cig NM LTD Tax UNE	520,425	0		0		0	8/1/2014	Wells Fargo	01/18/13	1,913
Wells Fargo (Fannie Mae)	1,000,000	1,000,000		1,000,000		997,533	1/30/2018	Wells Fargo	01/30/13	7,000
Wells Fargo (Fed Home Loan Bk Bond)	1,000,000	1,000,000		1,000,000		994,754	7/25/2018	Wells Fargo	02/08/13	11,500
Wells Fargo (Fannie Mae Unsecdnt Call)	500,000	500,000		500,000		498,779	1/15/2019	Wells Fargo	02/15/13	5,000
Wells Fargo (Fannie Mae)	500,000	500,000		500,000		499,331	2/20/2018	Wells Fargo	02/20/13	2,898
Wells Fargo (Fannie Mae Unsecdnt Call)	500,000	0		0		0	2/21/2018	Wells Fargo	02/21/13	3,313
Wells Fargo (Fannie Mae Unsecdnt Call)	500,000	500,000		500,000		499,660	1/30/2019	Wells Fargo	02/22/13	6,250
Wells Fargo (Rio Rancho NM Wtr & Wstwr Sys Rev Ref)	118,170	113,757		113,757		113,313	5/15/2022	Wells Fargo	03/12/13	3,024
Wells Fargo (San Juan County NM Junior College District Se	57,575	54,232		54,232		53,183	8/15/2017	Wells Fargo	03/25/13	1,634
Wells Fargo (Rio Rancho N Mex Pub Sch Distno 94 Ult G.O.	108,638	104,473		104,473		103,293	8/1/2019	Wells Fargo	03/25/13	2,721
Wells Fargo (Federal Farm Credit Banks Funding Corp Bnd)	150,000	150,000		150,000		149,792	10/2/2018	Wells Fargo	04/23/13	1,875
Wells Fargo (Federal Home Loan Bank)	999,500	0		0		0	12/27/2018	Wells Fargo	12/27/13	10,850
Wells Fargo (Fannie Mae Unsecdnt)	350,000	0		0		0	8/28/2017	Wells Fargo	02/05/14	4,813
Wells Fargo (Federal Home Loan Bank)	844,586	847,951		847,951		846,910	6/13/2018	Wells Fargo	02/05/14	11,362
Wells Fargo (Fed Home Loan Bk Bond)	828,717	831,708		831,708		840,088	7/11/2019	Wells Fargo	02/05/14	14,821
Wells Fargo (Federal Home Loan Bank)	507,489	510,351		510,351		515,094	11/21/2019	Wells Fargo	02/05/14	10,110
Wells Fargo (Federal Farm Credit Bank)	2,021,231	2,026,533		2,026,533		2,045,699	7/24/2020	Wells Fargo	03/20/14	37,310
Wells Fargo (Federal Farm Credit Banks Funding Corp Bnd)	892,270	893,242		893,242		895,060	3/6/2017	Wells Fargo	03/20/14	7,251
Wells Fargo (Fannie Mae)	983,030	987,617		987,617		993,514	4/30/2018	Wells Fargo	03/30/14	14,124
Wells Fargo (Fannie Mae)	989,680	991,633		991,633		997,854	8/28/2019	Wells Fargo	03/30/14	17,914
Wells Fargo (Fannie Mae)	980,870	983,920		983,920		992,929	2/21/2020	Wells Fargo	03/20/14	19,140
Wells Fargo (Federal Home Loan Bank)	998,000	998,521		998,521		999,731	8/16/2017	Wells Fargo	04/17/14	8,715
Wells Fargo (Federal Farm Credit Bank)	992,900	994,966		994,966		997,912	6/4/2018	Wells Fargo	04/17/14	13,917
Wells Fargo (Fannie Mae)	990,060	991,942		991,942		999,879	10/4/2019	Wells Fargo	04/17/14	18,080
Wells Fargo (Federal Farm Credit Bank)	990,410	992,148		992,148		990,645	12/4/2020	Wells Fargo	04/17/14	22,695
Wells Fargo (Fannie Mae)	987,840	990,204		990,204		985,790	12/27/2019	Wells Fargo	06/02/14	17,179
Wells Fargo (Federal Home Loan Bank)	998,611	1,002,198		1,002,198		997,657	5/20/2020	Wells Fargo	06/02/14	18,871
Wells Fargo (Fannie Mae)	991,580	992,518		992,518		992,890	2/22/2021	Wells Fargo	06/02/14	15,342
Wells Fargo (Federal Home Loan Bank)	539,407	540,507		540,507		543,179	8/20/2021	Wells Fargo	06/02/14	8,983
Wells Fargo (Freddie Mac)	994,340	995,596		995,596		1,000,458	4/17/2018	Wells Fargo	06/26/14	10,148
Wells Fargo (Fannie Mae)	1,164,161	1,164,391		1,164,391		1,164,908	11/15/2017	Wells Fargo	06/26/14	11,070
Wells Fargo (Federal Farm Credit Bank)	1,327,650	1,327,650		1,327,650		1,312,137	7/1/2020	Wells Fargo	01/27/15	0
Wells Fargo (Federal Farm Credit Bank)	1,003,000	1,003,000		1,003,000		1,000,881	2/5/2019	Wells Fargo	02/06/15	0
Wells Fargo (Freddie Mac)	399,412	399,412		399,412		399,530	1/27/2017	Wells Fargo	03/10/15	0
Wells Fargo (Federal Home Loan Bank)	500,430	500,400		500,400		500,759	4/4/2017	Wells Fargo	03/10/15	220

<i>ID #</i>	<i>ORIGINAL FACE</i>	<i>CURRENT FACE</i>	<i>BOOK PRICE</i>	<i>BOOK VALUE</i>	<i>MARKET PRICE</i>	<i>MARKET VALUE</i>	<i>Date Of Maturity</i>	<i>Purchased Through</i>	<i>Date Of Purchase</i>	<i>FY 14 - 15 Y-T-D Earnings</i>
Wells Fargo (Fannie Mae)	499,395	499,395		499,395		500,395	1/30/2018	Wells Fargo	03/10/15	0
Wells Fargo (Fannie Mae)	500,000	500,000		500,000		499,902	4/18/2018	Wells Fargo	03/10/15	633
Wells Fargo (Federal Home Loan Bank)	1,000,700	1,000,700		1,000,700		1,000,237	9/28/2016	Wells Fargo	06/15/15	0
Wells Fargo (Fannie Mae)	1,517,895	1,517,895		1,517,895		1,517,640	11/15/2016	Wells Fargo	06/15/15	0
Wells Fargo (Federal Home Loan Bank)	1,001,250	1,001,210		1,001,210		1,001,187	12/28/2016	Wells Fargo	06/15/15	3,125
Wells Fargo (Federal Home Loan Bank)	1,997,660	1,997,660		1,997,660		1,995,918	5/30/2017	Wells Fargo	06/15/15	0
Wells Fargo (Federal Home Loan Bank)	1,000,730	1,000,730		1,000,730		1,000,488	8/28/2017	Wells Fargo	06/15/15	0
Wells Fargo (Federal Home Loan Bank)	1,497,765	1,497,765		1,497,765		1,497,104	11/28/2017	Wells Fargo	06/15/15	0
Wells Fargo (Fannie Mae)	1,002,840	1,002,840		1,002,840		1,003,517	2/28/2018	Wells Fargo	06/15/15	0
Wells Fargo (Freddie Mac)	850,000	850,000		850,000		849,888	12/17/2018	Wells Fargo	06/17/15	0
Wells Fargo (Federal Home Loan Bank)	2,000,000	2,000,000		2,000,000		1,999,358	6/29/2018	Wells Fargo	06/29/15	0
Wells Fargo (Freddie Mac)	2,000,000	2,000,000		2,000,000		2,003,172	6/28/2019	Wells Fargo	06/30/15	0
RBC (FHLMT MTN)	838,928	0		0		0	1/15/2015	RBC	07/29/11	11,413
RBC (FNMA MTN)	842,895	758,330		758,330		759,032	10/15/2015	RBC	07/29/11	10,781
RBC (FHLMT MLTCL MTG)	249,993	0		0		0	12/19/2014	RBC	11/17/11	939
RBC (FHLMT MTN)	149,591	0		0		0	12/29/2014	RBC	12/16/11	536
RBC (FNMA)	51,020	0		0		0	8/1/2015	RBC	03/09/12	419
RBC (FNMA MTN)	500,195	0		0		0	10/30/2014	RBC	03/16/12	1,531
RBC (FNMA)	25,262	25,091		25,091		25,303	4/1/2017	RBC	04/23/12	377
RBC (FNMA DEB)	149,507	149,934		149,934		150,002	7/2/2015	RBC	05/21/12	908
RBC (FHLB DEB)	249,920	249,990		249,990		250,305	11/20/2015	RBC	08/23/12	1,275
RBC (FHLMT MTN)	504,515	0		0		0	11/25/2014	RBC	08/30/12	1,064
RBC (FNMA)	63,686	0		0		0	3/1/2015	RBC	09/20/12	(787)
RBC (FNMA GTD. REMIC)	479,738	387,777		387,777		387,644	8/25/2017	RBC	09/28/12	5,818
RBC (FANNIEMAE ACES)	176,748	161,170		161,170		161,309	2/25/2017	RBC	10/30/12	1,665
RBC (FNMA MTN)	1,231,387	1,121,229		1,121,229		1,110,677	3/15/2016	RBC	12/18/12	5,540
RBC (US TREASURY NT)	995,121	0		0		0	11/30/2017	RBC	12/21/12	1,648
RBC (US TREASURY NT)	996,449	0		0		0	12/15/2015	RBC	12/21/12	1,818
RBC (FHLMT MLTCL MTG)	351,322	0		0		0	7/15/2014	RBC	12/27/12	(5,846)
RBC (FHLB DEB)	723,628	458,829		458,829		467,064	9/15/2017	RBC	12/27/12	14,175
RBC (FNMA #468957)	313,875	304,449		304,449		303,306	9/1/2016	RBC	01/07/13	2,936
RBC (FNMA #469817)	179,710	166,401		166,401		166,488	12/1/2016	RBC	01/08/13	1,668
RBC (FNMA #469673)	260,527	246,292		246,292		246,678	12/1/2016	RBC	01/11/13	2,470
RBC (FNMA #AM0254)	481,012	469,615		469,615		467,199	8/1/2017	RBC	01/15/13	5,045
RBC (FNMA #466534)	310,781	0		0		0	11/1/2015	RBC	01/22/13	467
RBC (FNMA GTD. REMIC)	252,500	174,454		174,454		174,179	11/25/2016	RBC	01/30/13	2,743
TOTAL GOVERNMENT AGENCIES		45,466,876		45,466,876	0	45,487,888				435,866
STATE INVESTMENT POOL										
STATE OVERNIGHT POOL - COA	0	4,859		4,859		4,859	<i>Open</i>	State of NM		(3,291)
STATE OVERNIGHT POOL - PHA	706,719	8		8		8	<i>Open</i>	State of NM		73
TOTAL STATE INVESTMENT POOL	706,719	4,866		4,866		4,866				(3,219)
CERTIFICATE OF DEPOSITS										
Western Bank (CD# 81186796)	250,000	257,043		257,043		257,043	2/6/2018	Western Bank	02/06/13	3,163
Western Bank (CD# 81186879)	250,000	257,069		257,069		257,069	3/11/2018	Western Bank	03/11/13	3,163
Western Bank (CD# 81186944)	750,000	770,514		770,514		770,514	3/22/2018	Western Bank	03/22/13	9,177
Western Bank (CD# 81187231)	500,000	510,662		510,662		510,662	2/10/2019	Western Bank	02/10/14	8,590
First Savings Bank (CD#13312297)	250,000	257,043		257,043		257,043	2/7/2018	First Savings Bank	02/07/13	3,163

ID #	ORIGINAL FACE	CURRENT FACE	BOOK PRICE	BOOK VALUE	MARKET PRICE	MARKET VALUE	Date Of Maturity	Purchased Through	Date Of Purchase	FY 14 - 15 Y-T-D Earnings
First Savings Bank (CD# 13401520)	1,000,000	1,022,747		1,022,747		1,022,747	3/12/2018	First Savings Bank	03/12/13	10,164
Bank '34 (CD#0101004984)	250,000	250,000		250,000		250,000	2/8/2018	Bank '34	02/08/13	3,728
First American Bank (CD#603372527)	250,000	255,783		255,783		255,783	2/12/2018	First American Bank	02/12/13	2,908
First American Bank (CD# 603372528)	1,000,000	1,021,110		1,021,110		1,021,110	3/22/2018	First American Bank	03/22/13	10,610
Pioneer Bank (CD#30100640)	250,000	255,988		255,988		255,988	2/12/2018	Pioneer Bank	02/12/13	2,544
Bank of the West (CD#029771907)	250,000	255,480		255,480		255,480	3/20/2018	Bank of the West	03/20/13	2,448
Washington Federal (CD# 172-200282-9)	250,000	258,860		258,860		258,860	3/22/2018	Washington Federal	03/27/13	3,953
Washington Federal (CD# 172-200283-7)	1,000,000	1,028,073		1,028,073		1,028,073	4/9/2018	Washington Federal	04/09/13	12,700
Wells Fargo ST Inv (CD#2306210390)	1,303,413	0		0		0	7/8/2014	Wells Fargo Share	04/09/14	259
Wells Fargo ST Inv (CD#8894479271)	1,207,534	0		0		0	7/22/2014	Wells Fargo Share	04/23/14	230
Wells Fargo ST Inv (CD#2306210283)	1,207,644	0		0		0	7/22/2014	Wells Fargo Share	05/23/14	211
Wells Fargo ST Inv (CD#2306210416)	1,303,959	0		0		0	8/7/2014	Wells Fargo Share	06/08/14	515
Wells Fargo ST Inv (CD#2306210408)	1,303,917	0		0		0	9/6/2014	Wells Fargo Share	06/08/14	804
Wells Fargo ST Inv (CD#8894479289)	1,207,991	0		0		0	7/22/2014	Wells Fargo Share	06/22/14	218
Wells Fargo ST Inv (CD#2306210390)	1,304,217	0		0		0	9/6/2014	Wells Fargo Share	07/08/14	515
Wells Fargo ST Inv (CD#2306210283)	1,208,080	0		0		0	8/21/2014	Wells Fargo Share	07/22/14	209
Wells Fargo ST Inv (CD#8894479271)	1,208,249	0		0		0	9/20/2014	Wells Fargo Share	07/22/14	437
Wells Fargo ST Inv (CD#8894479289)	1,208,210	0		0		0	10/20/2014	Wells Fargo Share	07/22/14	685
Wells Fargo ST Inv (CD#2306210416)	1,304,474	0		0		0	9/6/2014	Wells Fargo Share	08/07/14	257
Wells Fargo ST Inv (CD#2306210283)	1,208,289	0		0		0	11/19/2014	Wells Fargo Share	08/21/14	685
Wells Fargo ST Inv (CD#2306210390)	1,304,731	0		0		0	10/6/2014	Wells Fargo Share	09/06/14	247
Wells Fargo ST Inv (CD#2306210408)	1,304,721	0		0		0	11/5/2014	Wells Fargo Share	09/06/14	515
Wells Fargo ST Inv (CD#2306210416)	1,304,731	0		0		0	12/5/2014	Wells Fargo Share	09/06/14	805
Wells Fargo ST Inv (CD#8894479271)	1,208,686	0		0		0	10/20/2014	Wells Fargo Share	09/20/14	199
Wells Fargo ST Inv (CD#2306210390)	1,304,978	0		0		0	1/4/2015	Wells Fargo Share	10/06/14	772
Wells Fargo ST Inv (CD#8894479289)	1,208,895	0		0		0	12/19/2014	Wells Fargo Share	10/20/14	438
Wells Fargo ST Inv (CD#8894479271)	1,208,885	0		0		0	1/18/2015	Wells Fargo Share	10/20/14	689
Wells Fargo ST Inv (CD#2306210408)	1,305,235	0		0		0	12/5/2014	Wells Fargo Share	11/06/14	236
Wells Fargo ST Inv (CD#2306210283)	1,208,974	0		0		0	1/18/2015	Wells Fargo Share	11/19/14	421
Wells Fargo ST Inv (CD#2306210408)	1,305,471	0		0		0	3/5/2015	Wells Fargo Share	12/05/14	773
Wells Fargo ST Inv (CD#2306210416)	1,305,536	0		0		0	2/3/2015	Wells Fargo Share	12/05/14	493
Wells Fargo ST Inv (CD#8894479289)	1,209,333	0		0		0	1/18/2015	Wells Fargo Share	12/19/14	212
Wells Fargo ST Inv (CD#2306210390)	1,305,750	0		0		0	3/5/2015	Wells Fargo Share	01/04/15	472
Wells Fargo ST Inv (CD#2306210416)	1,306,030	0		0		0	3/5/2015	Wells Fargo Share	02/03/15	236
Wells Fargo (Beacon Federal)	250,000	0		0		0	7/14/2014	Wells Fargo BS	07/13/11	212
Wells Fargo (Prudential B-T Hartford CT)	250,000	0		0		0	2/19/2015	Wells Fargo BS	08/19/11	1,678
Wells Fargo (Camden Natl Bank)	250,000	250,000		250,000		257,942	9/15/2017	Wells Fargo BS	09/16/11	4,250
Wells Fargo (The City NB of Metropolis)	250,000	0		0		0	4/28/2015	Wells Fargo BS	09/28/11	2,082
Wells Fargo (Luana Savings Bank)	250,000	250,000		250,000		251,686	10/5/2016	Wells Fargo BS	10/05/11	3,000
Wells Fargo (Ally Bank UT)	250,000	250,000		250,000		251,068	11/9/2015	Wells Fargo BS	11/09/11	3,875
Wells Fargo (Safra Nat'l Bk NY)	250,000	0		0		0	11/17/2014	Wells Fargo BS	11/16/11	1,267
Wells Fargo (GE Capital Financial Int)	250,000	250,000		250,000		254,733	11/16/2016	Wells Fargo BS	11/16/11	5,250
Wells Fargo (Discover Bank DE)	250,000	0		0		0	5/16/2017	Wells Fargo BS	05/16/12	4,978
Wells Fargo (Goldman Sachs Bank)	250,000	0		0		0	5/16/2017	Wells Fargo BS	05/16/12	5,324
Wells Fargo (GE Capital Retail)	250,000	250,000		250,000		253,735	5/18/2017	Wells Fargo BS	05/18/12	4,375
Wells Fargo (Peapack Gladstone Bk)	250,000	250,000		250,000		254,218	6/12/2017	Wells Fargo BS	06/12/12	2,500
Wells Fargo (Lone Star Natl Bk TX)	250,000	0		0		0	6/15/2015	Wells Fargo BS	06/15/12	1,250
Wells Fargo (State Bk of India NY)	250,000	0		0		0	6/22/2017	Wells Fargo BS	06/22/12	2,707
Wells Fargo (Bank Holland Mich)	250,000	250,000		250,000		246,229	12/27/2018	Wells Fargo BS	06/27/12	3,125
Wells Fargo (Mbank)	250,000	250,000		250,000		252,231	6/26/2016	Wells Fargo BS	06/29/12	2,000
Wells Fargo (First Business Bank)	250,000	250,000		250,000		250,038	7/17/2015	Wells Fargo BS	07/17/12	1,625
Wells Fargo (Flushing SB)	250,000	250,000		250,000		250,086	7/27/2015	Wells Fargo BS	07/27/12	1,875
Wells Fargo (Sallie Mae Bk)	250,000	250,000		250,000		253,793	8/22/2017	Wells Fargo BS	08/22/12	4,250

ID #	ORIGINAL FACE	CURRENT FACE	BOOK PRICE	BOOK VALUE	MARKET PRICE	MARKET VALUE	Date Of Maturity	Purchased Through	Date Of Purchase	FY 14 - 15 Y-T-D Earnings
Wells Fargo (World Finl Cap Bk)	250,000	250,000		250,000		246,479	8/26/2019	Wells Fargo BS	08/24/12	4,000
Wells Fargo (Citizens St Bk)	250,000	0		0		0	9/22/2014	Wells Fargo BS	09/21/12	318
Wells Fargo (Banco Popular North Amer)	125,000	125,000		125,000		125,074	3/7/2016	Wells Fargo BS	03/06/13	625
Wells Fargo (Banco Popular North Amer New York)	125,000	125,000		125,000		125,661	3/6/2017	Wells Fargo BS	03/06/13	875
Wells Fargo (BMW Bank of NA)	250,000	250,000		250,000		248,925	6/28/2018	Wells Fargo BS	06/28/13	3,375
Wells Fargo (American Express)	250,000	250,000		250,000		252,909	8/8/2018	Wells Fargo BS	08/08/13	4,750
Wells Fargo (Citi Bank)	250,000	250,000		250,000		250,324	8/14/2018	Wells Fargo BS	08/14/13	4,500
Wells Fargo (Bank of Baroda)	250,000	250,000		250,000		252,996	10/9/2018	Wells Fargo BS	10/08/13	5,000
Wells Fargo (First Bank of Highland)	250,000	250,000		250,000		252,600	11/27/2018	Wells Fargo BS	11/27/13	4,500
Wells Fargo (Marlin Business Bank)	250,000	250,000		250,000		250,326	12/4/2018	Wells Fargo BS	12/04/13	4,625
Wells Fargo (Third Federal S&L Assn)	250,000	250,000		250,000		252,037	11/26/2018	Wells Fargo BS	02/26/14	4,000
Wells Fargo (Oriental Bank)	160,000	160,000		160,000		160,141	7/11/2016	Wells Fargo BS	07/11/14	955
Wells Fargo (Merrick Bk South Jordan Utah)	250,000	250,000		250,000		250,127	7/18/2016	Wells Fargo BS	07/18/14	1,491
Wells Fargo (Customers Bank)	250,000	250,000		250,000		250,136	7/25/2016	Wells Fargo BS	07/23/14	756
Wells Fargo (Americanwest Bk)	250,000	250,000		250,000		250,136	7/25/2016	Wells Fargo BS	07/25/14	756
Wells Fargo (Town North Bk)	90,000	90,000		90,000		90,058	7/26/2016	Wells Fargo BS	07/25/14	272
Wells Fargo (Capital One Bk)	250,000	250,000		250,000		250,901	10/11/2016	Wells Fargo BS	10/08/14	1,184
Wells Fargo (Peoples Utd Bk)	250,000	250,000		250,000		250,586	10/11/2016	Wells Fargo BS	10/08/14	1,060
Wells Fargo (Bk of Clarke Cnty Berryville VA)	250,000	250,000		250,000		250,078	4/10/2017	Wells Fargo BS	10/09/14	1,831
Wells Fargo (United Crmnty Bk Chatham IL)	250,000	250,000		250,000		250,071	4/13/2017	Wells Fargo BS	10/14/14	1,664
Wells Fargo (Community Finl Svcs Bk KY)	250,000	250,000		250,000		250,477	10/17/2016	Wells Fargo BS	10/17/14	1,331
Wells Fargo (State Bk India NY)	250,000	250,000		250,000		250,459	10/17/2019	Wells Fargo BS	10/17/14	2,805
Wells Fargo (Goldman Sachs Bank)	250,000	250,000		250,000		247,163	1/28/2020	Wells Fargo BS	01/28/15	0
Wells Fargo (Investors Bank)	250,000	250,000		250,000		250,164	4/28/2016	Wells Fargo BS	01/30/15	0
Wells Fargo (Bank of India)	250,000	250,000		250,000		250,043	1/27/2016	Wells Fargo BS	01/30/15	0
Wells Fargo (Everbank)	250,000	250,000		250,000		250,112	1/29/2016	Wells Fargo BS	01/30/15	0
Wells Fargo (Mahopac Bank)	250,000	250,000		250,000		249,971	1/29/2016	Wells Fargo BS	01/30/15	0
Wells Fargo (First Mo St Bk)	250,000	250,000		250,000		250,358	8/1/2016	Wells Fargo BS	01/30/15	0
Wells Fargo (First Niagara Bk)	250,000	250,000		250,000		250,358	8/1/2016	Wells Fargo BS	01/30/15	0
Wells Fargo (Mizuho Bank)	250,000	250,000		250,000		250,016	8/4/2015	Wells Fargo BS	02/04/15	0
Wells Fargo (Santander Bk Natl Assn)	250,000	250,000		250,000		250,038	8/4/2015	Wells Fargo BS	02/04/15	0
Wells Fargo (Apple Bank)	250,000	250,000		250,000		250,034	2/4/2016	Wells Fargo BS	02/04/15	0
Wells Fargo (Bank of China)	250,000	250,000		250,000		250,034	2/4/2016	Wells Fargo BS	02/04/15	0
Wells Fargo (USAmeribank)	250,000	250,000		250,000		249,991	2/4/2016	Wells Fargo BS	02/04/15	0
Wells Fargo (Plains Comm Bk)	250,000	250,000		250,000		250,019	8/5/2015	Wells Fargo BS	02/05/15	0
Wells Fargo (Bank Hapoalim B M)	250,000	250,000		250,000		250,102	2/9/2016	Wells Fargo BS	02/09/15	0
Wells Fargo (First Svgs Bk)	250,000	250,000		250,000		250,020	8/20/2015	Wells Fargo BS	02/20/15	205
Wells Fargo (Franklin Synergy Bk)	250,000	250,000		250,000		250,289	3/10/2017	Wells Fargo BS	03/11/15	536
Wells Fargo (Belmont Svgs Bk)	250,000	250,000		250,000		250,175	3/6/2018	Wells Fargo BS	03/12/15	0
Wells Fargo (Dollar Bank FSB)	250,000	250,000		250,000		250,052	3/11/2016	Wells Fargo BS	03/13/15	0
Wells Fargo (JPMorgan Chase Bk)	250,000	250,000		250,000		250,163	3/13/2018	Wells Fargo BS	03/13/15	819
Wells Fargo (Safra National Bank)	250,000	250,000		250,000		250,127	3/16/2016	Wells Fargo BS	03/16/15	0
Wells Fargo (Capital Bank Miami)	250,000	250,000		250,000		250,271	9/19/2016	Wells Fargo BS	03/18/15	0
Wells Fargo (BankUnited)	250,000	250,000		250,000		250,461	3/20/2017	Wells Fargo BS	03/20/15	0
Wells Fargo (Berkshire Bk)	250,000	250,000		250,000		250,303	9/30/2016	Wells Fargo BS	03/31/15	0
Wells Fargo (Avidbank)	250,000	250,000		250,000		250,241	4/15/2016	Wells Fargo BS	04/15/15	0
Wells Fargo (Discover Bank)	250,000	250,000		250,000		247,982	4/15/2020	Wells Fargo BS	04/15/15	0
Wells Fargo (Landmark Cmnty Bk)	250,000	250,000		250,000		249,125	4/16/2018	Wells Fargo BS	04/16/15	439
Wells Fargo (Conestoga Bank)	250,000	250,000		250,000		250,188	5/1/2017	Wells Fargo BS	05/01/15	159
TOTAL CERTIFICATE OF DEPOSITS		20,650,371		20,650,371		20,684,428				196,301

ID #	ORIGINAL FACE	CURRENT FACE	BOOK PRICE	BOOK VALUE	MARKET PRICE	MARKET VALUE	Date Of Maturity	Purchased Through	Date Of Purchase	FY 14 - 15 Y-T-D Earnings
MONEY MARKET ACCOUNTS										
Wells Fargo Brokerage Money Market	1,036,553	1,036,553		1,036,553		1,036,553	Open	Wells Fargo	11/01/00	76
Wells Fargo ST Money Market 6810881786 - changed to Ch	12,591	12,591		12,591		12,591	Open	Wells Fargo	01/25/13	4,143
Wells Fargo - PHA deposit from LGIP 5/12 \$207,442.59	207,443	207,443		207,443		207,443	Open	Wells Fargo	05/12/15	0
TOTAL MONEY MARKET ACCOUNTS	1,256,587	1,256,587		1,256,587		1,256,587				4,219
Total Interest										633,167

GRAND TOTALS	67,378,700	0	67,378,700	67,433,769
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BOOK VALUE OF INVESTMENTS	67,378,700
MARKET VALUE OF INVESTMENTS	67,226,327
MARKET GAIN / (LOSS)	(152,374)
Loss/Gain Percentage of Investment Portfolio	-0.23%

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/14/2015

Report No: ■ 7

Submitted By: Mikel Ward, Fire Chief

Subject: Approve an Application for participation in the Fire Protection Fund Grant FY 2016 for the Alamogordo Fire Department. *(Mikel Ward, Fire Chief)*

Fiscal Impact: \$100,000

Amount Budgeted: \$30,000.00

Fund: 033-Fire Protection Fund

Additional Fiscal Impact: Grant Amount: \$100,000.00

Fund: 033-Fire Protection Fund

Amount Budgeted: COA matching budget funds \$25,000-\$30,000 (20% of Approved Grant)

Recommendation: Approve the Fire Protection Fund Grant Application.

Background: The New Mexico Fire Protection Fund Grant program allows New Mexico Fire Departments to apply annually for grant funds, for up to \$100,000 with a 20% local match. This grant program is for fire apparatus and equipment which support the communities fire protection abilities and reduce the assist the communities in improving their ISO rating.

Our application this year would best be used in support of our need to purchase/replace our outdated communications radios and purchase/replace self contained breathing apparatus cylinders, and for self contained breathing apparatus filling station. We would be requesting \$100,000 toward the purchase of a new cascade system, 12 communications radios, and replacement air pack cylinders, with a local match of no less than \$25,000, but more likely more like \$25,000-\$30,000 depending on the pricing of the equipment. We currently have this funding available in budget for this grant match.

Grant application will be included with final agenda packet.

APPLICATION FOR FY16 FIRE PROTECTION GRANT
Applications will be accepted from July 01, 2015 to September 01, 2015

Eligibility

All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to participate in the fire protection grant process.

Only one grant application per department may be submitted.

Note: Any fire department that is awarded a grant and consequently loses its qualification to participate in the Fire Protection Funding process shall return the apparatus and/or equipment to the State Fire Marshal for redistribution as per 59A-53 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC.

Maximum Award and Matching Funds

The maximum amount awarded to a single applicant will not exceed \$100,000.00 with a **minimum matching funds commitment from the department of 20%**. Costs exceeding the grant amount shall be the responsibility of the local government. State fire funds may be used for this purpose with proper approval from the New Mexico State Fire Marshal's Office.

Signatures/Commitment of Funds

The fire chief and the fiscal agent for the local government shall sign the application. In addition, the fiscal agent shall sign the Fiscal Agent Commitment Statement indicating a commitment of these funds for the awarded project and a commitment of the 20% matching funds.

MINIMUM REQUIREMENTS

NFIRS Reporting

All applicants **shall be** in compliance with the reporting requirements of the New Mexico State Fire Marshal's Office utilizing the National Fire Incident Reporting System (NFIRS) as per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Applicants with delinquent NFIRS reports for the period of July 2014 to June 2015 at the time the application period closes will not be considered.

Pump Testing

All rated fire pumps shall undergo annual pump tests to ensure proper function and firefighter safety; therefore, the Fire Protection Grant Council is requiring apparatus pump tests be conducted on each apparatus with rated fire pumps and documentation submitted with the application. All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements. Copies of the 2013, 2014, and 2015 pump test records for each rated fire pump must accompany the application. All pump test documentation must be dated and legible. Incomplete or illegible pump test records will not be accepted. Pump test documentation must include, but is not limited to the following: VIN, license plate number, test date, and pass or fail indicator.

ADDITIONAL INFORMATION

All of the information contained in the application is carefully reviewed and considered. In addition to general information and data provided, thorough and clear narrative responses are critical to helping reviewers understand the needs of the department relative to the request.

The department may request funding for apparatus, PPE, communication equipment or another justified critical need. All apparatus must meet NFPA Standards. Equipment/apparatus specifications are subject to review by the Fire Marshal's Office. The department must have the capability to immediately house apparatus properly. NFPA listed equipment may be included with the purchase of apparatus.

Applications may be completed on the website at <http://www.nmprc.state.nm.us/state-firemarshal/fire-grant-council/index.html>.

For additional information, please contact Vernon Muller, Deputy Fire Marshal Fire Service Support Bureau at 505-476-0165 or visit the New Mexico State Fire Marshal's Office web page <http://www.nmprc.state.nm.us/statefiremarshal/fire-grant-council/index.html>.

SELECTION CRITERIA

Applications will be placed in consideration categories meeting specific criteria as follows:

Category A

- 1) NFIRS Compliant. **NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Each certified fire department shall complete the reporting requirement by the 10th day of each month following the month for which the report is prepared. (e.g., the report of January is due by February 10th).**
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) Never before received a NM Fire Protection Grant

Category B

- 1) NFIRS Compliant. **NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Each certified fire department shall complete the reporting requirement by the 10th day of each month following the month for which the report is prepared. (e.g., the report of January is due by February 10th).**
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) Previous NM Fire Protection Grant recipient

Category C

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Each certified fire department shall complete the reporting requirement by the 10th day of each month following the month for which the report is prepared. (e.g., the report of January is due by February 10th)
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is not a Critical need
- 4) Previous recipient

Category D

- 1) Non-compliant (will not be considered for a grant)

CRITICAL NEEDS

- o Fire apparatus/equipment
- o PPE (structural, wildland, SCBA)
- o Communications
- o Maintenance, training, water
- o Need that will clearly will have significant impact on ISO Classification

ACKNOWLEDGEMENT/SIGNATURES

Name of Department/District: Alamogordo		County: Otero	
Name of Fire Chief (please print) Mikel Ward		Signature of Fire Chief	Date
Name/Title of County/Municipal Fiscal Agent (please print)		Signature of Fiscal Agent	Date
Mailed, Emailed, or Faxed applications <u>will not</u> be accepted.			

This application may be downloaded from the following website: <http://www.nmprc.state.nm.us/sfm.htm>

Please answer all questions in this application.
Incomplete applications will not be considered.

GENERAL INFORMATION

Fire Department ID Number (using NFIRS identifier)	35007
Fire Department Name	Alamogordo
Insurance Services Office (ISO) Rating	4
County	Otero City/Municipality
What kind of organization is your fire department?	Combined Career and Volunteer
How many stations are in your organization?	
Main	6
Substations	1
Admin	0
Type of community your organization serves Based on population density	Urban
Mailing Address	
Address	619 Texas Ave.
City	Alamogordo
State	NM
Zip Code	88310
Phone number	(575) 439-4119
Email address	mward@ci.alamogordo.nm.us
Name of Person Completing this application?	Chief Mikel Ward
Are you a fire department member?	Yes
How many career fire fighters do you have?	20
How many volunteer firefighters do you have?	18
If combined, how many uniformed full-time career fire fighters are at the station at all times?	6
How many are FF-I Certified?	1
How many are FF-II Certified?	21
Do your newly recruited Fire Fighters undergo an entry-level physical and receive immunizations? Describe	All Firefighters are required to have immunizations current, with some immunizations provided by the department. All firefighters sign a medical release form to take a recognized CPAT test. We are currently in the process of establishing a firefighte

FATALITIES AND INJURIES

Over the last three years what is the total number of fire-related incidents in your jurisdiction?			
Fire-related Civilian fatalities	Fire-related Civilian Injuries	Line-of-duty member fatalities	Line-of-duty member injuries
1	1	0	2

BUDGET INFORMATION

What is your fire departments operating budget, including personnel costs, for your current fiscal year?(in dollars)	\$2,498,984.00
What is the current Protection Fire Fund distribution?	\$521,617.00
What is the approved total carryover balance, if any, of Protection Fire Funds maintained by the department?	\$473,162.00
What was the purpose of the approval carryover?	Consulting Services, Improvements In PPE Equipment, Communication Equipment And Replacing Updating Equipment Fleet.
What percentage of your annual operating budget is derived from:	
Taxes?	79%

Grants?	0%
State Fire Marshal Funds?	21%
Donations?	0%
Fund Drives?	0%
Fee For Service?	0%
Others?	0%
Please Explain (For 'Others')	0

COMMUNITY INFORMATION

Name of Community Protected? City of Alamogordo	Number of commercial buildings protected in fire district? 2106
Number of homes protected in fire district? 14052	What is the permanent resident population of the community you serve? 30400
Do you have formal automatic aid or mutual aid agreements?: Yes	
List adjacent automatic aid fire districts (with written agreements)	
S.No	Automatic Aide Fire Districts
1	Otero County Fire Departments

RESPONSE HISTORY IN THE LAST YEAR

What is your call volume for the past year? (from last year July 1st to this year June 30th)			822	
How many responses per category?				
Structure Fire (IT 110-118, 120-123) 30	Hazardous Condition (IT 400-482) 135	Vehicle Fire (IT 130-138) 16	Service Calls (IT 500-571) 99	Vegetation Fire (IT 140-143) 6
Good Intent Calls (IT 600-671) 172	EMS (IT 300-323) 150	False Calls (700-751) 126	Rescue (IT 331-381) 8	Other 80
Call Volume/History Support request?				

WATER AVAILABILITY

Community hydrant system ? Yes	Total capacity of available water storage(in gallons) 21,575,000.00	Water storage tank with fire hydrant @ station Yes
Describe additional water source(s):		
S.No	Source	Capacity(in gallons)
1	N. Reservoir	40000000
2	E. Reservoir	100000000
3	S. Reservoir	40000000
4	La Luz/Fresnal Canyon	11000000

TRAINING

Average # of training hours per Firefighter per year : 210	
How many training opportunities has this department offered in the last calendar year?	
Training Details	Supporting Document
ISO/City Safety Training	ISO Company Safety Training FY15.pdf

Multi-Company Training	Multi-Company Training FY15.pdf
Live Fire Training	Live Fire Training FY15.pdf
ISO Company Training	ISO Company Training FY15.pdf
ISO New Driver Training	ISO New Driver FY15.pdf
Driver Operator Training	Driver Operator Training FY15.pdf
Hazmat Training	Hazmat Training FY15.pdf
Recruit Training	Recruit Training FY15.pdf
Officer Training	ISO Officer Training FY15.pdf

APPARATUS

List class A pumper(s)

Are pump test conducted annually on apparatus?

Yes

Total number of seated positions :

32

Copies of most recent pump tests records must be attached (upto 3 years)

Type	Year	Make	Tank Capacity	Pump Capacity
Class A	2008	E-One	1000	1250
Test Name	Date Pump tested	Pump Test Result	Pump Test Data Completed	
Test 1	04/30/2014	Pass	Yes	
File Name:	Engine 6 Pump Test 14.pdf			
Test 2	08/29/2013	Pass	Yes	
File Name:	Eng 6 Pump Test 13.pdf			
Test 3	04/12/2012	Pass	Yes	
File Name:	Eng 6 Pump Test 12.pdf			
Class A	2001	KME	1000	1250
Test Name	Date Pump tested	Pump Test Result	Pump Test Data Completed	
Test 1	04/30/2014	Pass	Yes	
File Name:	Engine 2 Pump Test 14.pdf			
Test 2	08/04/2013	Pass	Yes	
File Name:	Eng 2 Pump Test 13.pdf			
Test 3	04/12/2012	Pass	Yes	
File Name:	Eng 2 Pump Test 12.pdf			
Class A	2001	KME	1000	1250
Test Name	Date Pump tested	Pump Test Result	Pump Test Data Completed	
Test 1	08/01/2014	Pass	Yes	
File Name:	Engine 4 Pump Test 14.pdf			
Test 2	09/04/2013	Pass	Yes	
File Name:	Eng 4 Pump Test 13.pdf			
Test 3	08/27/2012	Pass	Yes	
File Name:	Eng 4 Pump Test 12.pdf			
Class A	1996	Pierce	1000	1250
Test Name	Date Pump tested	Pump Test Result	Pump Test Data Completed	
Test 1	09/01/2014	Pass	Yes	
File Name:	Engine 7 Pump Test 14.pdf			
Test 2	08/29/2013	Pass	Yes	
File Name:	Eng 7 Pump Test 13.pdf			

Test 3		04/13/2013	Pass	Yes
File Name:	Eng 7 Pump Test 12.pdf			
Class A	1994	Pierce	1000	1250
Test Name		Date Pump tested	Pump Test Result	Pump Test Data Completed
Test 1		08/01/2014	Pass	Yes
File Name:	Engine 5 Pump Test 14.pdf			
Test 2		08/29/2013	Pass	Yes
File Name:	Eng 5 Pump Test 13.pdf			
Test 3		04/13/2012	Pass	Yes
File Name:	Eng 5 Pump Test 12.pdf			
Arial/Quint	2003	E-One	300	2000
Test Name		Date Pump tested	Pump Test Result	Pump Test Data Completed
Test 1		08/01/2014	Pass	Yes
File Name:	Truck 1 Pump Test 14.pdf			
Test 2		09/05/2013	Pass	Yes
File Name:	TRK 1 Pump Test 13.pdf			
Test 3		04/12/2012	Pass	Yes
File Name:	TRK 1 Pump Test 12.pdf			
Initial Attack	2001	KME/Ford	300	500
Test Name		Date Pump tested	Pump Test Result	Pump Test Data Completed
Test 1		09/01/2014	Pass	Yes
File Name:	Rescue 1 Pump Test 14.pdf			
Test 2		03/21/2013	Pass	Yes
File Name:	Res 1 Pump Test 13.pdf			
Test 3		04/11/2012	Pass	Yes
File Name:	Res 1 Pump Test 12.pdf			
Initial Attack	2001	KME/Ford	300	500
Test Name		Date Pump tested	Pump Test Result	Pump Test Data Completed
Test 1		09/01/2014	Pass	Yes
File Name:	Rescue 6 Pump Test 14.pdf			
Test 2		03/20/2013	Pass	Yes
File Name:	Res 6 Pump Test 13.pdf			
Test 3		04/11/2012	Pass	Yes
File Name:	Res 6 Pump Test 12.pdf			
Tanker Pumper	2001	KME	3000	1250
Test Name		Date Pump tested	Pump Test Result	Pump Test Data Completed
Test 1		05/01/2014	Pass	Yes
File Name:	Tender 5 Pump Test 14.pdf			
Test 2		08/05/2013	Pass	Yes
File Name:	Ten 5 Pump Test 13.pdf			
Test 3		04/13/2012	Pass	Yes
File Name:	Ten 5 Pump Test 12.pdf			

Explain if not tested properly:

All Apparatus are properly tested.

COMMUNICATION EQUIPMENT
Do you have any of the following?

Handheld radios	30
Base Stations	7

Mobile radios	16
Do you have any apparatus without a mobile radio?	No

List communication equipment by type

Describe your communication equipment and capability (type, qty, range) (if more than zero)	How Many?
Motorola APX6000 Handheld Radios	10
Motorola XTS 2500 Handheld Radios	14
Motorola HT1000 Handheld Radios	6
Motorola XTL2500 Base Station Radios	7
Motorola XTL2500 Mobile Radios	16
Motorola Minitor 6 Pagers	12
Motorola Minitor 5 Pagers	5

Do you have interoperability with any of the following agencies?

Law Enforcement	Yes
Emergency Medical	Yes
Other Fire Departments	Yes
Other (that could not be classified as above)	Yes
Describe (if 'yes' on others)	Border Patrol, Homeland Security, Search and Rescue, Public School System
Do you have any areas in your jurisdiction which are NOT covered by a repeater?	No
Describe (if yes for above)	

HAZARDS/THREATS

Describe the threat to the community: (i.e., fuel storage bulk plants, railroads, high hazard occupancies, etc.)

Hazard Type	Hazard Detail
Dangerous/Hazardous Materials Transportation Railway (Union Pacific)	The City of Alamogordo has a major rail line (Union Pacific) running through the center of the city, as well as three sidings in our response area. This rail line is the former golden state route and is a major connection route for Union Pacific and Northern Pacific Railroads in transporting cargo from the east coast to the Midwest. This rail line transports signification bulk hazard cargo, with frequent transport of hazardous materials, bulk flammable materials, and flammable liquids and gasses. The City of Alamogordo serves only as a service point to the Union Pacific line, therefore speeds on the line are in excess of 60 MPH frequently as the train passes through our community, posing a significant hazard. In the past years there have already been several fatal vehicle vs. train accidents.
Dangerous/Hazardous Materials Transportation (US HWY 54 & HWY 70)	The City of Alamogordo is a convergence point for two major highways that transport significant cargo through New Mexico. These are US Hwy's 54 & 70. These are interstate highways that transport significant commercial truck traffic between I-10 and I-40. These highways also serve as significant distribution lines for the military installations in the region. These highways frequently transport hazardous materials and cargo, as well as flammable liquids and gasses in bulk quantities.
Bulk Flammable/Combustible Gas Storage	The City of Alamogordo has several bulk propane storage and distribution facilities that hold up to 113,000 gallons of propane. These facilities are used in the distribution process to fill smaller transportation trucks and smaller cylinders. With the majority of the surrounding rural areas supplied almost exclusively by propane as a heating and fuel source, these facilities are frequently used, and pose a significant leak and fire hazard.
Bulk Flammable/Combustible Gas Storage	The City of Alamogordo has several bulk fuel storage farms located along our southern city limits. These facilities store more than 4 million gallons of gasoline, diesel fuel, aviation gas, and JP-8, which are pumped through pipelines and transported to the military installations in our region. A leak or fire in one of these facilities would pose a significant hazard for the City of Alamogordo and the surrounding areas. We also currently have mutual aid response agreements in place to aid the county fire departments with spills, leaks, fires, or explosions in these facilities.
Airport Transportation Related Incidents	The City of Alamogordo operates one of the regions busiest airports. The Alamogordo/Whitesands Regional Airport is home to more than 100 aircraft, and operate the regional air tanker base for fueling, storage, maintenance, and staging for the U.S. Forest Service Air Tanker Firefighting Equipment. This Airport is currently undergoing FAA recertification to increase the size, scope, and abilities of the airport. This will increase the air traffic, as well as increase the hazards posed, and the requirements for our airport rescue firefighting response.

CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)

Are all PPE inspected annually per NFPA 1851?

Yes

1981 STANDARD COMPLIANT PPE

Qty	Age (years)	Condition
1997 STANDARD COMPLIANT PPE		
Qty	Age (years)	Condition
2002 STANDARD COMPLIANT PPE		
Qty	Age (years)	Condition
4	12	Fair
2007 STANDARD COMPLIANT PPE		
Qty	Age (years)	Condition
12	9	Good
25	1	Good
21	4	Good
Do you have your bottle filling capability? :		
Yes		
Do you have SCBA cylinder filling capability? :		
Yes		
Describe SCBA cylinder filling capability :		
SCBA breathing air compressor station with cascade system and fill station located in our central station. We also have one apparatus equipped with a cascade breathing air system for use on large incidents, and a rehab unit equipment with a cascade s		
Pressure :		
High		
1981 STANDARD COMPLIANT SCBA		
Qty	Age (years)	Condition
1997 STANDARD COMPLIANT SCBA		
Qty	Age (years)	Condition
2002 STANDARD COMPLIANT SCBA		
Qty	Age (years)	Condition
6	12	Good
2007 STANDARD COMPLIANT SCBA		
Qty	Age (years)	Condition
5	7	Good
5	3	Good
21	5	Good
9	2	Good
9	0	Good

EQUIPMENT NEEDS

List in **priority order**, and explain the equipment needs of your department and the total costs of fulfilling the needs.

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
1	Communication	Portable Radios	10	\$33,500.00
2	SCBA	Filler Station	1	\$63,500.00
3	SCBA	Regulator	5	\$28,000.00
				Total: \$125,000.00

What (specifically) will you purchase if awarded this grant?:

If we are successful in receipt of an award for this grant, the Alamogordo Fire Department will purchase ten (10) P-25 compliant portable radios. These radios will be used by firefighters/ first responders during emergency operations such as structural fires, hazard materials response, wildland fires, emergency management responses, and technical rescue. Currently our department responds to approximately 850 fire and emergency responses per year, without including our upcoming EMS responsibilities. We currently have a staffing of twenty (20) paid fulltime firefighters, and eighteen (18) volunteer firefighters. All thirty-eight (38) of these firefighters are currently sharing 30 (30) portable radios during responses, many of which are outdated and in poor condition. This results in almost half of the responding personnel working in IDLH conditions without the proper communications equipment. If we are successful in receipt of an award for this grant we will also purchase a new cascade and

SCBA filling station. Our current station is approaching 15 years old, and is unable to meet our current needs. Frequent failures and necessary repairs leave us without the ability to refill our SCBA cylinders in a timely manner, having to wait for access to another fire department for refill. Our current SCBA filling station and compressor will remain in service for the remainder of its service life, but will be used as a back-up to this new filling station, should we receive this award. During times when this filling station is down, we have to go as long as several days without the ability to refill necessary SCBA cylinders for use in emergency response. With nearly 850 calls for service a year, this means that we are forced to response to upwards of 10 calls without the necessary SCBA equipment. Finally, if awarded this grant we will purchase five (5) replacement/additional SCBA packs and spare cylinders. With our new apparatus nearing completion, we are in need of purchasing 5 additional SCBA packs to outfit this truck. With the necessary ISO equipment for this truck nearing \$60,000, the award of this grant would ensure that this apparatus was able to be put in-service during this fiscal year, without having to await funding to purchase the necessary air packs for this apparatus. These SCBAs would be used to ensure our ISO compliance, but also for regular use in response to emergency incidents.

Will fulfilling this need impact your organization's ISO rating?:

Yes

Please explain:

If we are successful in receiving this grant, it will have an immediate impact on our ISO rating received during our upcoming ISO survey. The equipment requested are all essential PPE, Communications Equipment, and SCBA refilling station, which are evaluated by ISO to determine our basic functional needs for emergency response. We will be able to demonstrate that all Firefighters are able to respond to emergency incidents with the necessary communications equipment, ensure that all apparatus are equipped with the necessary equipment for ISO and for emergency response needs, and will be able to demonstrate that our abilities to maintain, inservice and filled, the needed SCBA's are within our capabilities. All of these will have significant impact on our ISO rating and ensure that we maintain or reduce our rating during our upcoming inspection.

GRANT FUNDING JUSTIFICATION

Financial Need: Give us a financial snapshot of your area. Tell us why you need assistance and describe your department/organization's current funding issues.

The Alamogordo Fire Department is a recently created department, created from the separation of a public safety system. The Alamogordo Fire Department is a small department with 20 paid full-time firefighters covering 6 main fire stations on 3-24 hour shifts. In addition to our 20 paid firefighters we also have 18 volunteer firefighters who supplement our staffing for major fires, rescues, and response. The Alamogordo Fire Department covers approximately 21 square miles, and provides fire protection for more than 31,000 population. The City of Alamogordo is the county seat, and the largest municipality in the county, and in the immediate area (next largest community is 60 miles away), providing for an increased population during the business day and during peak shopping times and hours.

From 1967 to April 2013, fire protection services were provided by the department of public safety. In April, the City of Alamogordo opted to eliminate the public safety system, and return fire protection service to our new department. During the public safety system and currently, most of the funding for equipment replacement and operating costs outside of salaries and benefits has been funded through fire protection grant funding coming from the state, which is minimal. As a result major purchases had to be financed, and our current debt obligations are still covering the expenses of equipment which is on the verge of being taken out of service. This has resulted in much equipment, personnel safety and health, apparatus, and personal protective equipment need which have not been addressed, or have been allowed to become outdated and inoperable.

The City of Alamogordo has made modest increases to the overall operating budget of the fire department; however, much of the current funding increases are working toward meeting the significant gap in staffing to eliminate the single man engine companies we are currently operating in all 6 stations. In addition our financial needs well surpass the current available funding from a tax base of 31,000 people in an impoverished area of the country. In addition, significant portions of our community's GRT funding is dependent on the federally employed population at our attached military installations, and facilities. Government shutdowns this year have caused major reductions in our gross receipts taxes, causing budget cuts in all departments of the city. Further aggravating the issue is an elimination of a "Hold Harmless Tax" at the state level resulting in GRT reductions coming from the state for 20 communities, ours being one of most significantly impacted. This reduction will see GRT reductions coming from the state, further straining our limited budget.

Currently the Alamogordo Fire Department has major needs for PPE, Communications Equipment, Apparatus, buildings and structures, staffing, and equipment purchase and replacement. While the City of Alamogordo is committed to finding funding long term, much of these needs are immediate, and must be addressed more rapidly than local funding can be sourced to ensure firefighter safety and adequate fire suppression response.

Request: Provide a brief description of what the request does, how the dollars will be, spent and explain the need.

Currently we are short eight (8) communications radios to be able to ensure that all firefighters have a communications radio for response to emergency incidents. In addition we have 6 out dated, and failing communications radios that are not P-25 compliant and must be replaced. The requested self- contained breathing apparatus will be purchases to replace our current inoperable units, and some of our current 1997 standard compliant units. The Cascade system we currently have is in need of replacement/supplement. The award of this grant will allow us to purchase a new unit, with the installation costs coming from within budget. All of this equipment requested is necessary, and the funding will be used to ensure that this equipment is purchased and immediately put in service for use by all firefighting personnel during response to emergency operations such as structural fires, hazard materials response, wildland fires, emergency management responses, and technical rescue. Currently our department responds to approximately 600 fire and emergency responses per year, without including our upcoming EMS responsibilities.

Problem: Provide a brief description of the problem your department/district is addressing with this grant application.

The largest problems we, the Alamogordo Fire Department, have are our staffing of emergency incident as shifts, and our older outdated equipment. With so much funding necessary to meet our minimal staffing needs, we are in dire need of additional funding to aid in the replacement of fire equipment. We are currently operating with too few communications radios and old out dates communications radios. We are also currently experiencing significant issues with out cascade and SCBA filling station, which is older and need replaced. Finally, we are finishing the replacement of old, outdate SCBA PPE equipment and are in need of additional SCBA packs and bottles to be compliant with ISO and response needs. Each of these needs represent significant personal and community safety hazards, as all of these are essential firefighting equipment needed for daily response to emergency incidents. If awarded this grant, we will be able to ensure that all staff are equipped with essential communications portable radios, and ensure that sufficient number of SCBA's are carried on primary response apparatus.

Analysis of Benefits: Provide a brief description of how the department/district this performance will be improved and how this comparesto the proposed expenditure.

The benefits of the award of this grant will be realized almost immediately in safety, efficiency, and response abilities within our department and our community. Having the ability to effectively communicate with all members/teams within the responding personnel will increase our abilities to operate safely, and will increase our ability to expand our operations utilizing all of our available staffing. Currently we are limited to the number of working teams we can deploy, regardless of the number of responding staffing. This is a result of our lack of our ability to provide teams with communications equipment. The award of this grant will immediately allow us to increase our ability to safely provide services to our community.

With award of this grant, our department will be able to meet our immediate needs for communications equipment, without having to resort to eliminating other necessary equipment purchases, such as equipment repair, PPE replacement, or staffing. As a result of our budget limitations and current reductions, our department does not have any additional funding to meet these needs.

We feel these are reasonable costs for addressing this need. While our need includes more than just the equipment requested in this grant, we have selected the equipment that is most needed, and will ensure that this fire protection funding is used on necessary, essential, and immediate needs. The requests we are making are for essential equipment, and have been selected for this application as we feel these items provide the most cost/benefit to our department and our community. In addition we are requesting funding for quality radios that meet our current system requirements, and will be funding all programming, accessory, and labor costs associated with putting this equipment into service.

It is our expectation that we will see immediate performace increases and improvements as the receipt of an award from this grant will immediately benefit the department, the staff in the department, and the community as a whole. The purchase and replacement of this equipment is a necessary and required cost to ensure adequate response to emergencies, and ensure the safety of the firefighters performing this response. With this equipment our performace in emergency response will be improved, our ability to function safely will be improved, and the available staffing will be utilized completely, no longer having to wait to share PPE and Communications equipment. These alone will improve our performance significantly, and will improve our ISO PPE classification. An award of this grant will ensure that more calls for service are answered in a timely manner, firefighters are provided with the needed PPE and Communications equipment to protect them, and the community is provided with insurance rates that are affordable, based on a fire department that is able to provide them with the necessary fire protection that they need.

Community and Your Organization's Relationship:Provide a description of your department/organization's role and relationship withinthe community and what impact this request will have.

The Alamogordo Fire Department is a division within the Alamogordo City Government. The Alamogordo Fire Department is the primary response entity for all fire, rescue, and hazmat response for the community of Alamogordo. We are the only paid fire protection service in the city and immediate surrounding area. Our department serves a community of more than 30,000 people with twelve (12) public schools, one (1) state education facility, and one (1) university. The City of Alamogordo is also home to the New Mexico Museum of Space History and the National Research Center for Brackish Groundwater Desalinization. The Alamogordo Fire Department is tasked with fire protection for our community as well as supporting our surrounding county volunteer department with fire suppression services through mutual aid agreements.

Receipt of this grant will better enable us to perform our fire protection responsibilities for our community in a safe and efficient manner. This grant funding will immediately improve our fire protection response, and will enable firefighters to perform their job duties more efficiently, more reliably, and more safely. This grant funding will ensure that our community is being served by firefighters and equipment that is able to perform when needed, in a safety and efficient manner.

Consequences:Provide a brief description of consequences of not funding this grant request. If your department does not receive therequested grant, what will the department do?.

If we are unsuccessful in this grant request we will be unable to purchase this necessary communications and SCBA equipment. Additionally, we will be forced to take out additional loan debt to purchase the cascade SCBA filling station, or continue to use the one we have until it fails, forcing us to rely completely on the surrounding department for this necessary piece of equipment. The result of this could further exacerbate our capital equipment needs, as the debt will prevent us from purchases the additional needed apparatus for several years, depending on the fiscal impact caused by our reduced ISO rating. AT this time our community does not have the additional resources to make these necessary purchases. With our ISO survey scheduled for early next year, an upcoming FAA recertification, and continued major infrastructure damage caused by the loss of Bonito Lake, and the flooding within the city, is likely that we will be unable to make these purchases, potentially causing an unfavorable ISO evaluation. This may result in a poor ISO PPC classification, which will have further significant impact on the insurance rates in our community as well as the funding for our department. If we are unsuccessful, and our ISO drops, it will further diminish our ability to purchase these items in the future budget cycles, as the city will be forced to come up with funding to offset the reduction in state fire funding. An increased ISO PPC could also have drastic consequences on our economic environment, as we work to market ourselves to businesses for growth and expansion. We are currently neighbored by Las Cruces (ISO 2), El Paso (ISO 1), Artesia (ISO 2), and Roswell (ISO 2), who we must compete with for job and tax generating businesses for our economic development. Our ISO PPC plays a major role in our future success, and this equipment is at the focus of that growth, with current needs exceeding our abilities to fund them.

PROJECT BUDGET SHEET

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
1	Communication	Portable Radios	10	\$33,500.00
2	SCBA	Filler Station	1	\$63,500.00
3	SCBA	Regulator	5	\$28,000.00
				Total: \$125,000.00

Total amount	\$125,000.00
Less matching amount (minimum 20% of the Total amount)	\$25,000.00
SubTotal	\$100,000.00
Grant amount requested (maximum request \$100,000.00)	\$100,000.00
Department is responsible for the amount in excess of \$100,000.00	\$0.00
Total amount the Department is responsible for	\$25,000.00

FISCAL AGENT COMMITMENT STATEMENT

I, as fiscal agent for the _____ department, certify that a minimum of 20% in matching funds are committed to the project for which this application is submitted.

Name of County/Minicipal Fiscal Agent (please print) Title

Signature of County/Minicipal Fiscal Agent Date

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/13/2015

Report No: ■ 8

Submitted By: Stephen Thies, City Attorney

Subject: Approve an agreement for Assignment of Airport Lease from Skyline Aviation LLC to Rick T. Carrier. (Area E6-D) . (*Jim Talbert, Airport Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Assignment of Lease

Background: Mr. Richard F. Finch entered into an Airport lease agreement on January 1, 2007 with the City for Area E6-D at the Alamogordo-White Sands Regional Airport. Mr. Finch assigned his airport lease to Robert C. Poe d/b/a Skyline Aviation, LLC on March 8, 2008.

Mr. Poe now wishes to assign the lease to Rick T. Carrier. Mr. Carrier has delivered all the necessary documents for the assumption and assignment of the Skyline lease. The Airport Advisory Board has recommended approval of this Assignment at their August 20, 2015 Special meeting.

Mr. Poe understands and agrees that the Skyline lease will not be renewed when it expires on January 10, 2027 and that Mr. Poe will have to sign a new lease with the City using the lease form in place at that time.

E6-D

Land Lease
White Sands Regional Airport
Richard F. Finch, LESSEE

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

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

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

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

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

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

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

1. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Land Lease
White Sands Regional Airport
Richard F. Finch, LESSEE

2. THE LEASED AREA DESCRIBED: The City hereby Leases to the Lessee, a 12,650 square foot parcel of real Property located in the _____ of Section ____, T____, R____, N.M.P.M. of the U.S.G.L.O. Surveys, within the City Limits of Alamogordo in the County of Otero, State of New Mexico, described as Parcel E6-D on the Plat Showing Lease Property and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with an easement for ingress and egress to the property (hereinafter "Parcel") by the Lessee.

3. TERMS:

A. Initial Lease Term. An Initial Lease is a lease for an undeveloped parcel of real property located at the Alamogordo White Sands Regional Airport. The term of this Lease shall be twenty (20) years (hereinafter "Lease Term") commencing on the "Commencement Date," as hereinafter defined, and terminating on the twentieth (20th) anniversary of the Commencement Date. The Commencement Date shall be the 10th day of January 2007, and the twentieth anniversary date shall be the 10th day of January 2027. Possession of the Parcel by the Lessee shall begin on the Commencement Date. As a condition of the Initial lease, the Lessee shall have the right to enter into two additional five-year terms at the conditions in effect at the beginning of each of the five year terms.

B. Termination.

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

C. Disposal of Improvements:

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

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Richard F. Finch, LESSEE

2. **At Expiration or Termination of Lease:** at the expiration or termination of this Lease, any or all buildings and other permanent improvements to the Parcel will, at the direction and sole discretion of the City, either remain intact on the Parcel and become the property of the City, or be removed by the Lessee. Should the City elect for the Lessee to remove any or all improvements, the Lessee shall do so within forty-five (45) days. When removing improvements, the Lessee shall restore the Parcel to its previously existing condition, including filling excavations, returning the surface to grade, and leaving the Parcel safe and free from all debris and hazards, **any exceptions must be by mutual agreement.** All improvements not removed as aforesaid shall, without compensation to or by City, become City's property free and clear of all liability and expenses. Lessee shall thereafter be released from any and all liability, cost or expense associated with the Parcel, including the improvements thereon, or associated with termination of this Lease. However, if Lessee fails to promptly remove said improvements if and as required by the City, the City may assess and bill Lessee based on receipt of an itemized statement of costs of removal and restoration of the Parcel performed by or for the City.
3. **Provide to City Right of First Refusal:** after the drafting of a mutually agreed sales/purchase agreement, Lessee shall first offer City the right to purchase On-Site Improvements, and City may select to purchase said improvements. If City selects to purchase On-Site improvements, City will bear the cost to ascertain the appraisal value of improvements, and/or the parties may mutually agree on another method to ascertain value of improvements; or
4. **Purchase of Lessee's improvements by third party, with approval of City:** Lessee may sell On-Site improvements to a third party (Buyer), with the approval of City and/or after City has negotiated a Lease with Buyer.

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

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

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

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Land Lease
White Sands Regional Airport
Richard F. Finch, LESSEE

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

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

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

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

5. PAYMENTS DUE:

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

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

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

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

7. INSURANCE REQUIREMENTS:

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

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

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Land Lease
White Sands Regional Airport
Richard F. Finch, LESSEE

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

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

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

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

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

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

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(Lessee's Initials)

Land Lease
White Sands Regional Airport
Richard F. Finch, LESSEE

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

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

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

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

10. ASSIGNMENT AND SUBLEASE:

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

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

11. DEFAULT AND TERMINATION:

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

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

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(Lessee's Initials)

Land Lease
White Sands Regional Airport
Richard F. Finch, LESSEE

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

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

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

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

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

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

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

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

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White Sands Regional Airport
Richard F. Finch, LESSEE

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

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

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

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

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

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

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

17. EASEMENTS AND RIGHT OF WAY:

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

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

C. Easements to be Accessible. Lessee shall leave any utility easements upon the Airport open and unobstructed. A perpetual easement and right-of-way for the construction, maintenance, removal and replacement of any and all utility lines, manholes, and related facilities through, over, across and under the Airport is hereby reserved for the benefit of the City.

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

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

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

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

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

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

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

B. Follow-Up Inspections. Upon finding a hazard on Lessee's Parcel, City will send notice stating findings and will reschedule an appointment with Lessee to re-enter Parcel to ascertain that Lessee is in compliance with relevant safety regulations. If the hazard is considered an imminent threat to other Lessees and the City of Alamogordo, City shall

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immediately inspect Parcel, but City must thereafter issue a notice to Lessee outlining City's explanation and findings, for said inspection.

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

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

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

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

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

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

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

27. CONSTRUCTION AND IMPROVEMENTS:

A. Permit(s), License(s) and Approval(s). Lessee shall or may, at its own sole cost, improve the Leased Parcel, only with the written Consent of City. City must respond to Lessee's request for improvements, within 30 days of City receiving said request. Lessee shall or may build, affix and/or add improvements in compliance with plans and specifications approved by the City. Lessee shall obtain any and all federal, state and local governmental approvals, licenses and permits required for the improvement, and shall comply with all federal, state and local laws

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applicable thereto. The City shall have neither obligation nor responsibility for improvement of the Leased Premises.

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

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

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Richard F. Finch, LESSEE

of this easement and constructed improvement shall be shown on the site plan submittal. In the event that the City provides a waste water disposal service to the Parcel in the future, Lessee shall be required to cease use of the individual on-site septic system and hook up to the City waste water system, at Lessee's own cost, for sewage disposal, in accordance with the Alamogordo Municipal Code.

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

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

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

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

28. MAINTENANCE REPAIRS AND IMPROVEMENTS LEASEHOLD:

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

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White Sands Regional Airport
Richard F. Finch, LESSEE

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

B. Destruction of the Parcel. In the event the Parcel, or improvements thereto, are completely destroyed or so badly damaged that repairs cannot be commenced within six (6)

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months and completed within six (6) months, thereafter, the Lease may be terminated by either Lessee or City. Such termination shall be effective as of the date of notice by Lessee and response by City, stating that either party does not intend to re-build, and intends to terminate the Lease, or the parties may mutually agree to locate to another parcel at the Airport.

29. ENVIRONMENT:

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

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

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

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

CITY OF ALAMOGORDO, LESSOR

LESSEE

Donald E. Carroll, Mayor

Richard F. Finch

Donald E. Carroll 1/10/07
(Signature) (Date)

Richard F. Finch 1-8-07
(Signature) (Date)

Renee J. Lantz
CITY CLERK
(SEAL)
P: 2
(Lessee's Initials)

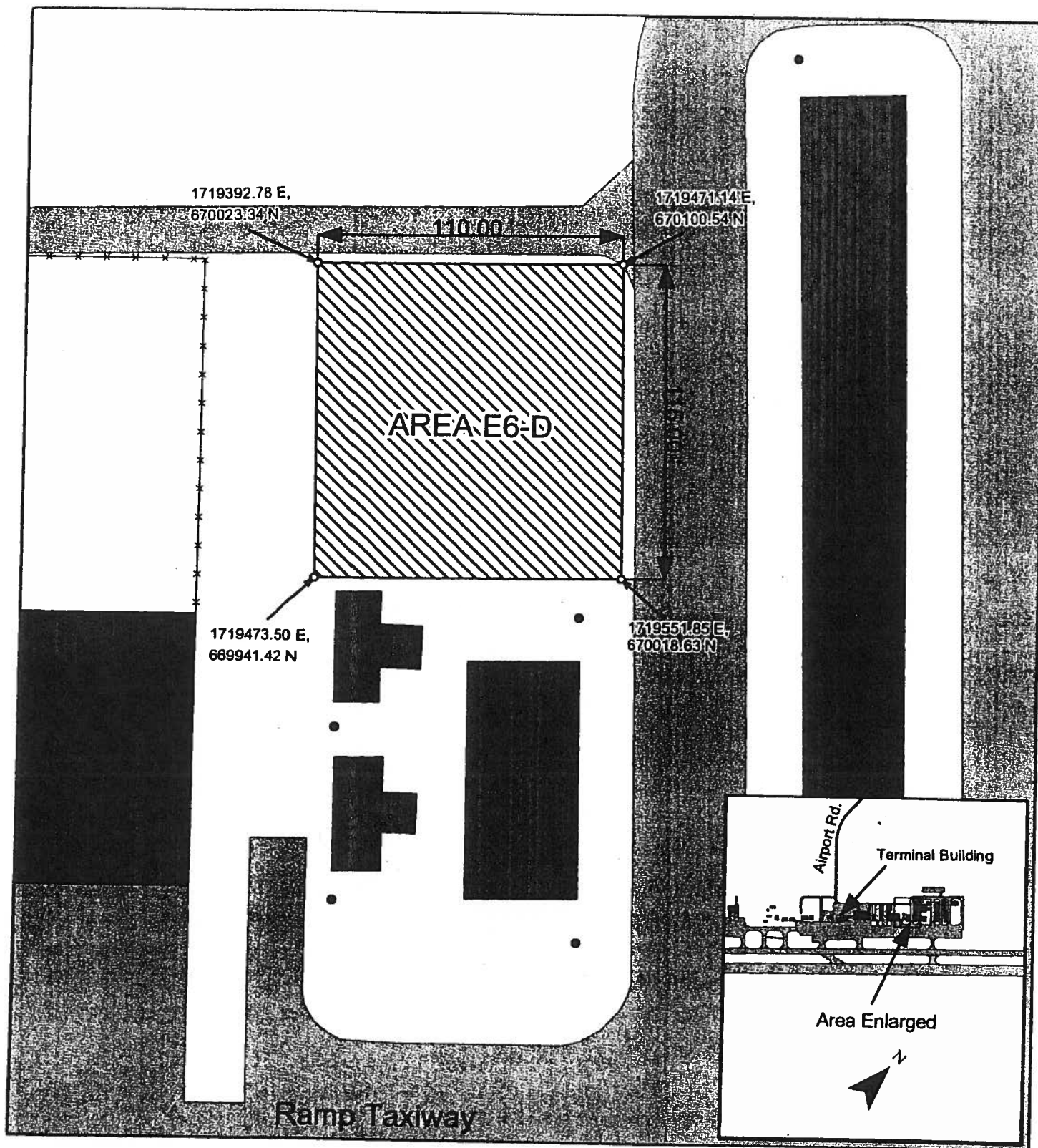


Exhibit A Area E6-D

110' x 115' = 12650 Square Feet

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

Finch

CITY OF ALAMOGORDO
ALAMOGORDO-WHITE SANDS REGIONAL AIRPORT

APPLICATION FOR ASSIGNMENT OF LEASE

The undersigned hereby applies to the City of Alamogordo for the assignment of that land lease governing the area of the Alamogordo-White Sands Regional Airport known as E 6 - D.

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

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

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

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

Assignee agrees that the rental for the area pursuant to the Lease agreement will be \$ 1502.76 per year and that any amounts due and owing must be paid at the

time this assignment is approved by the City. Assignee further agrees that all future lease payments will be \$ 1502.76 + Annual CPI adjustment.

ASSIGNOR:

Date: Nov-19, 2007

Richard F. Finch

ASSIGNEE:

Date: Nov 19, 2007

[Signature]

The City of Alamogordo hereby agrees to the assignment of the Lease governing the area at the Alamogordo-White Sands Regional Airport known as E6-D

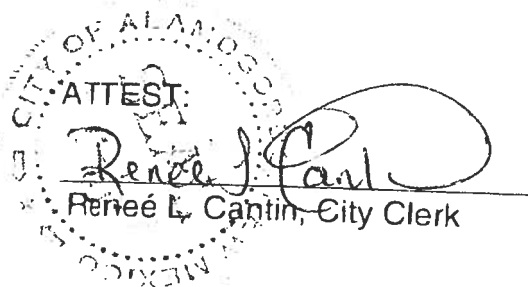
from Richard Finch to SKYLINE AVIATION, LLC

This assignment is effective on the 25th day of March, 2008.

CITY OF ALAMOGORDO, NEW MEXICO

Date: 3/25/08

By: [Signature]
STEVE BROCKETT Mayor



APPROVED AS TO FORM:

[Signature]
STEPHEN P. THIES City Attorney

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

SUBJECTS: Consider A Recommendation of Approval to the City of Alamogordo Commission on a Land Lease Agreement Transfer / Assignment of Airport Lease from Skyline Aviation LLC % Poe Enterprises, LLC to Rick T. Carrier (Area E6-D).

FOR AGENDA OF: August 20, 2015 (Special Meeting):
SUBMITTED BY: Leaseholder and Prospective Leaseholders

EXHIBITS: Lease Agreements and / or Applications

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

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

SUMMARY STATEMENT

This Assignment of Airport Lease from Skyline Aviation LLC % Poe Enterprises, LLC to Rick T. Carrier (Area E6-D) was unanimously recommended for approval today at a special meeting of the City of Alamogordo Airport Advisory Board, with the stipulation that Rick T. Carrier submitted documentation to the city legal department to meet all application requirements.

Additional Recommended Stipulations: _____

Recommend City Commission Approval as submitted.

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

CITY OF ALAMOGORDO
ALAMOGORDO-WHITE SANDS REGIONAL AIRPORT

APPLICATION FOR ASSIGNMENT OF LEASE

The undersigned hereby applies to the City of Alamogordo for the assignment of that land lease governing the area of the Alamogordo-White Sands Regional Airport known as E6D Area _____.

The current holder of this lease is SKYLINE AVIATION LLC By my signature below, I state to the City of Alamogordo that I approve of and request the authority to transfer all of my right, title and interest in this lease to RICK CARRIER

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

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

Assignee agrees that the rental for the area pursuant to the Lease agreement will be \$773.59 per year and will increase by the City determined CPI each year thereafter, and that any amounts due and owing must be paid at the time this assignment is approved by the City.

Date: 8 AUG 15

ASSIGNOR:

[Signature] as Co Mgr of Skyline Aviation LLC

ASSIGNEE:

[Signature]
RICK T. CARRIER

The City of Alamogordo hereby agrees to the assignment of the Lease governing the area at the Alamogordo-White Sands Regional Airport known as Area E6-D from Skyline Aviation LLC to Rick Carrier. This assignment is effective on the _____ day of _____, 2015.

CITY OF ALAMOGORDO, NEW MEXICO

Date: _____

By: _____
Veronica Ortega, Interim Assistant City Manager/
Community Services Director

ATTEST:

Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

Bill of Sale: Hangar located on lot E6D, Alamogordo White Sands Regional Airport

Rick Carrier agrees to purchase the hangar located on lot E6D at the Alamogordo Airport from Bob Poe (Skyline Aviation LLC) for the sum of \$50,000. Hangar is purchased in "as is, where is" condition. The hangar is a 50' by 60' "Freedom Steel" building on a concrete pad with a hydraulic actuated main door.

Purchase agreement is contingent upon approval by the airport board and the city council of transfer of the airport land lease agreement from Skyline Aviation to Rick Carrier. Should the request for transfer of lease be denied, this agreement is void and good faith deposit money will be returned.

A deposit of \$5000 is to be ~~tendered upon signature of this page~~, with the remaining \$45,000 to be ~~tendered upon approval by the airport board and city council of transfer of the land lease.~~ *Full \$50,000 PAID* *ncq*

Electrical, water, and sewage charges will be transferred to Rick Carrier upon final approval of lease transfer.

While awaiting airport board and city council approval, Rick Carrier may have access to the hangar and grounds to begin clean-up and weed removal. No aircraft or any other items will be stored in the hangar, unless consented to by Bob Poe, until final city council approval, ~~and full payment of the \$50,000 purchase price.~~ *ncq*

Agreed this 8 day of August, 2015.


Rick T. Carrier
23 Solana Drive
Alamogordo, NM 88310
Ph 575-921-7087


Bob Poe
Poe Enterprises LLC
Skyline Aviation LLC
2131 E. 29th St
Tulsa, OK 74114

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/13/2015

Report No: ■ 9

Submitted By: Maggie Paluch, Housing
Authority Manager

Subject: Approve the award of Public Works Bid No. 2015-009 to Silva Electric & Construction LLC, related to Plaza Hacienda Electrical Renovation Apartment Circuit Separation at Public Housing, in the amount not to exceed \$\$41,812.35. (*Maggie Paluch, Housing Manager*)

Fiscal Impact: HUD Federal Capital Fund
Amount Budgeted: \$100,000.00
Fund: 904-0107-463.69-05

Additional Fiscal Impact: None.

Recommendation: Award Public Works Bid No. 2015-009 to Silva Electric & Construction LLC, related to Plaza Hacienda Electrical Renovation Apartment Circuit Separation at Public Housing, in the amount not to exceed \$\$41,812.35.

Background: The Housing Authority is in the process of transferring all electrical systems to PNM. The one bedroom, and efficiencies have issues with circuits being shared by multiple apartments. This project is to separate the crossed circuits in order for the tenants to be able to pay for their own electricity.

BID TABULATION
PLAZA HACIENDA ELECTRICAL RENOVATION
PW BID 2015-009
AUGUST 19, 2015 2:00 PM
HOUSING AUTHORITY CONFERENCE ROOM

ITEM NO.	QUANTITY	DESCRIPTION	Silva Electric and Construction LLC
			BID AMOUNT
Base Bid		Seperation of circuits and rework of risers in accordance with the plans and specification included in these documents	\$38,760.00
		NMGRT 7.875%	\$3,052.35
		TOTAL	\$41,812.35

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/14/2015

Report No: ■ 10

Submitted By: Stephen Thies, City Attorney

Subject: Approve the purchase of property located at 800 Miami Street related to the First & Florida Realignment project. (*Stephen Thies, City Attorney*)

Fiscal Impact: \$96,000

Amount Budgeted: \$1,091,689.00

Fund: EN1405 122-9499-430.61-20

Additional Fiscal Impact:

Recommendation: Approve purchase of property located at 800 Miami Street

Background:

In conjunction with the project realigning the 1st Street and Florida Avenue intersection the City has a need to acquire several parcels of real estate including the residence located at 800 Miami Street. After having the property appraised, the City Manager has negotiated a purchase price with the property owner. The agreed upon price is \$96,000. The agreed upon price is inclusive of relocation expenses and other fees which the property owner is entitled to receive. If the purchase is approved by the City Commission, the property owner has requested that a closing on the purchase occur as soon as possible. However, the property owner will be allowed to reside in the property until September 30th at which time possession of the property would be given to the City. The property owner will pay rent in the amount of \$550 for this period.

Staff requests approval of the purchase of the property located at 800 Miami Street for the price of \$96,000.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date:

Report No: 11

Submitted By: LeeAnn Nichols, Finance
Director

Subject: Approve Resolution No. 2015-41 removing uncollectible and unsecured amount of \$163,283 Due To - General Fund (11) / Due From – Bonito (88), from the City's Balance Sheet. **(Roll call vote required)** *(Julianne Hall, Accounting Manager and LeeAnn Nichols, Finance Director)*

Fiscal Impact:

Amount Budgeted: \$163,283.00

Fund: General Fund (11) and Bonito (88)

Additional Fiscal Impact:

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

Background: More than 20 years ago when the Bonito Campground opened, the General Fund (11) provided start-up money in the amount of \$163,283 to Bonito Campground (88). Since that time, Bonito Campground has not had the funds to pay this money back to the General Fund. Due to the fact that the campground has been closed since 2012, it is doubtful the money will ever be collected. Therefore, this amount has been deemed uncollectible by the City's Finance Director.

The City Commission is given authority in §3-37-7 NMSA 1978, to write-off uncollectible Accounts Receivable accounts provided the City's Finance Director verifies the accounts to be uncollectible.

RESOLUTION NO. 2015-41

A RESOLUTION REMOVING UNCOLLECTIBLE AND UNSECURED AMOUNT OF \$163,283 DUE TO – GENERAL FUND (11) / DUE FROM – BONITO FUND (88) FROM THE CITY'S BALANCE SHEET

WHEREAS, there is an amount of \$163,283 due to the General Fund (11) from Bonito Campground Fund (88), on the City's Balance Sheet; and,

WHEREAS, said accounts have been owed and uncollectible to the City for more than twenty (20) years; and,

WHEREAS, the Bonito Campground closed in 2012 due to a fire and has not been reopened or planned for reopening in the near future; and

WHEREAS, Section 3-37-7 NMSA 1978, gives the governing body of a municipality the authority to remove certain accounts from its accounts receivable provided that the City's Director of Finance verifies the account to be uncollectible; and,

WHEREAS, pursuant to said Section 3-37-7 NMSA 1978, the Director of Finance of the City of Alamogordo has verified on the attached Affidavit that the account is unlikely to be collectible as well as the total amount to be removed from the City's accounts receivable.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Alamogordo that the City has complied with Section 3-37-7 NMSA 1978 (As Amended) which authorizes the governing body to write off uncollectible accounts.

BE IT FURTHER RESOLVED that after reviewing the attached Affidavit of the Director of Finance LeeAnn Nichols, the City Commission of the City of Alamogordo does hereby authorize the removal from its balance sheet of the General Fund, accounts receivable uncollectible accounts in the amount of \$163,283 with reasonable adjustment allowance, as described on the Affidavit.

BE FURTHER RESOLVED that the City will consider a resolution addressing uncollectible account write-offs on an annual basis.

DONE this 25th day of August, 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

AFFIDAVIT OF LeeAnn Nichols

STATE OF NEW MEXICO)
) ss
COUNTY OF OTERO)

I, LeeAnn Nichols, being duly sworn, depose and say:

1. I am the Director of Finance of the City of Alamogordo, and as such I have supervision over the accounting and finance procedures for the City of Alamogordo.
2. The uncollectible and unsecured amount due to the General Fund (11) from Bonito Lake Fund (88) that has been uncollectible and owed to the City of Alamogordo for more than twenty (2) years, is not collectible.
3. The General Fund provided seed money to the Bonito Campground over twenty (2) years ago and has not generated sufficient income to pay back the General Fund. In addition, the campground was closed in 2012 due to a fire and has not been reopened.
4. The Bonito Campground was closed in 2012 due to a fire and is not operational and is not planned to be reopened in the next year, it is doubtful the money will be available from the Campground and collectible.
5. It is my opinion that the \$163,283 is uncollectible from the Bonito Campground Fund (88) and should be written-off from the City's balance sheet.

Further, I state not.



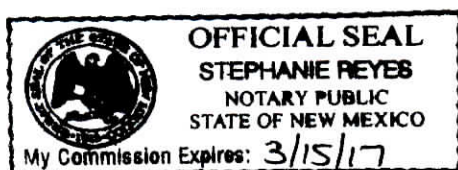
LeeAnn Nichols

SUBSCRIBED AND SWORN to before me this 25th day of August, 2015, by LeeAnn Nichols, Director of Finance of the City of Alamogordo.



Notary Public

My commission expires:



088 BONITO LAKE

		DEBITS	CREDITS
ASSETS			
101.00-00	ASSETS / CASH	3,800,424.93	
105.01-55	TAXES RECEIVABLE / GRANT RECEIVABLE	681,598.17	
115.01-75	ACCOUNTS RECEIVABLE / RETURNED CHECKS	1.50	
161.00-00	ASSETS / LAND	1,740,180.00	
162.00-00	ASSETS / BUILDINGS & APPURTENANCES	148,982.89	
162.03-11	BUILDINGS & APPURTENANCES / ACCUM. DEPREC. BUILDING		115,857.52
164.00-00	ASSETS / MECHANIZED EQUIPMENT	1,900.00	
164.03-25	MECHANIZED EQUIPMENT / ACCUM. DEPREC. MECH EQUIP		1,900.00
166.00-00	ASSETS / UNSCHEDULED PROPERTY	9,145.00	
166.03-61	UNSCHEDULED PROPERTY / ACCUMULATED DEPRECIATION		9,145.00
168.00-00	ASSETS / INFRASTRUCTURE	114,537.54	
168.03-50	INFRASTRUCTURE / ACCUM. DEPR. - INFRAST		97,319.19
TOTAL ASSETS			6,272,548.32
LIABILITIES			
202.00-00	LIABILITIES / ACCOUNTS PAYABLE		119.16
208.05-11	DUE TO OTHER FUNDS / DUE TO (11) GENERAL OP		163,283.00
TOTAL LIABILITIES			163,402.16
FUND EQUITY			
244.00-00	EQUITY / RESERVE FOR ENCUMBRANCES		1,314,335.86
244.01-00	RESERVE FOR ENCUMBRANCES / PRIOR YR.-RESERVE FOR EN		1,314,335.86
279.08-99	RETAINED EARNINGS / RETAINED EARNINGS		36,000.00
FUND BALANCE			3,444,474.44
TOTAL FUND EQUITY			6,109,146.16
TOTAL LIABILITIES AND FUND EQUITY			6,272,548.32

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/13/2015

Report No: ■ 12

Submitted By: Ruben Segura, City Planner

Subject: Approve a Professional Services Agreement between Alamogordo MainStreet and the City of Alamogordo for the MainStreet program. (*Ruben Segura, City Planner and Robert Rentschler, Commissioner*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends the approval of the Alamogordo MainStreet Professional Service Agreement.

Background: On August 25, 2014 the Commission of the City of Alamogordo authorized and supported the submission of the 2014 Emerging Community Application to the New Mexico Department of Economic Development (NMEDD), through the approval of Resolution 2014-41. As a result, NMEDD approved the application and worked with an organizing committee to establish the Alamogordo MainStreet Program, as a fully recognized as a member of the New Mexico MainStreet (NMMS) Program with a 501c3 tax exempt nonprofit organization status.

Now that the Alamogordo MainStreet Program successfully established, it seeks to partner with the City of Alamogordo and enter into a professional service agreement in order to assist in improving the historic downtown area in order to help current businesses grow and attract new businesses in the area.

The term of the agreement is for fiscal year FY2016 and the scope of services include the management and coordination of revitalization and economic development activities, develop and update a consistent promotion and marketing program, develop and engage stakeholders in design and implementation projects, and strengthen existing economic assets while diversifying the economic base in, and for the central business district of Alamogordo.

Agreement has been sent to Terry Marquardt, President, Alamogordo MainStreet Board of Directors and will be included in the final agenda packet.

ALAMOGORDO MAINSTREET
PROFESSIONAL SERVICES AGREEMENT

This professional service agreement ("this Agreement") is effective July 1, 2015, between the City of Alamogordo, New Mexico, a municipal corporation (the "City") whose notice address is 1376 East Ninth St, Alamogordo, New Mexico, 88310, and Alamogordo MainStreet (the "Contractor") whose notice address is 919 New York Ave, Alamogordo, New Mexico, 88310 (collectively the "Parties").

Alamogordo MainStreet - Mission and Purpose:

The mission of the Alamogordo MainStreet is to improve Alamogordo's economic, tourism, and cultural development, one main street at a time, by revitalizing historic Alamogordo through a public-private partnership, participating with the community, state and national MainStreet program.

Activities Reflecting City Funds

1. SCOPE OF SERVICES

As Part of Basic Services, the Contractor shall conduct the following activities:

- A. **Organization** - provide unified management and coordination for the economic development of Alamogordo and Otero County through revitalization within the historic central business district, promotion of tourism and historic cultural preservation.
 - i. Operate in accordance with the New Mexico MainStreet guidelines and objectives.
 - ii. Strengthen the role and relationship between Alamogordo MainStreet, Alamogordo businesses and the NM MainStreet program, related to technical assistance for Design, Economic Positioning, Organization and Promotions projects.
 - iii. Work closely with city, county and state elected officials and professional staff, the Alamogordo Chamber of Commerce, Otero County Economic Development Council, the Small Business Development Center and all organizations, individuals, and entities in order to draw on resources to augment the work of its staff and board to bring projects to completion and meet common goals.
 - iv. Work with and coordinate activities between community civic groups, Alamogordo businesses, financial institutions, and public entities; forge new and strong relationships with public and private agencies and the business community to ensure teamwork for the success of the Alamogordo MainStreet Project.
 - v. Develop an annual work plan for the implementation of the Alamogordo Main Street Project, which will identify the roles of Alamogordo MainStreet and collaborators, define goals and objectives, as well as establish strategies and a time line for completion. The work plan, will be the basis for a process evaluation for the Alamogordo MainStreet Project. Alamogordo MainStreet

will submit the annual work plan within a thirty (30) day period after this Agreement is fully executed. During the term of this agreement, Alamogordo MainStreet will develop annual work plan for the subsequent fiscal year in accordance with section (v.) of this agreement and be incorporated as attachment "A" in the subsequent fiscal year agreement.

- vi. Initiate planning and resource development to support the future hiring of an Executive Director. The MainStreet Executive Director will be the principal onsite staff person responsible for coordinating all project activities and volunteers locally, as well as for representing the community regionally and nationally as appropriate, and working with the New Mexico MainStreet staff of the State Economic Development office.

Indicators: 1) Number of businesses, civic groups, community partners and other stakeholders that collaborate/ partner with Alamogordo MainStreet helping to achieve the downtown master plan; 2) number of businesses and volunteers that participate in promotional events and other central business district revitalization activities sponsored by Alamogordo MainStreet. 3) Revenues generated through fundraising, grants, or other revenue sources.

B. Promotions - continue to develop and update a consistent promotion and marketing program for the MainStreet commercial district.

- i. Coordinate activities that create a positive image of the MainStreet district through branding, advertising, retail and business promotions, marketing campaigns and hosting events and festivals.

Indicators: 1) Produce quality marketing products that bring the MainStreet brand alive and elevate the image of the historical MainStreet district; 2) Coordinate no less than two annual major projects and three minor activities. 3) Track participation in promotional activities as identified in the professional service agreement's work plan.

C. Design - continue to engage community members, businesses, property owners, local government and other stakeholders in design and implementation of projects for the MainStreet district, including, but not limited to improvements to building façades, street/landscaping activities, signage, and lighting to convey a positive visual message about the commercial district and what it has to offer.

- i. Provide technical assistance to property and business owners within Downtown for upgrading their property within the boundaries of Alamogordo MainStreet.
- ii. Lead community efforts to support and advance the mission and goals of Alamogordo project, including solicitation of capital outlay resources.
- iii. Implement beautification and physical improvement projects in the MainStreet district; recruit, manage, and oversee volunteers for cleanup campaigns and other beautification projects.

Indicators: 1) Exhibit a historic preservation ethic encouraging appropriate building renovations and design standards for the district consistent with section C and the activities outlined in the work plan.

D. **Economic Positioning** - continue to strengthen the existing economic assets of the MainStreet district while diversifying its economic base, including recruiting new businesses, marketing empty space, and strengthening the management capabilities of individual merchants.

- i. Enable local MainStreet programs to improve the economic health and vitality of the MainStreet district by responding to the needs of today's consumers and renewing the central business district's draw as a commercial center.
- ii. Track key statistics and serve as an information clearing house for this type of information.

Indicators: 1 Report summaries to City of Alamogordo on key economic indicators for the MainStreet district and explain how the findings in these economic indicators will lead to future activities in the upcoming fiscal year's work plan.

E. Performance. Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent; perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices to be utilized by persons engaged in providing the services that are required of the Contractor hereunder in meeting its obligations under this Agreement.

2. COMPENSATION

For Basic Services, as described hereinafter, compensation shall be provided as follows:

A. Compensation Generally

- (1) In consideration for the basic services rendered, the City shall pay to the Contractor to sum of \$15,000 for the fiscal year 2015-2016.
- (2) The Parties may agree to review and renegotiate the amount of compensation to be paid pursuant to this Agreement for subsequent fiscal years, and amend this Agreement accordingly. Said review shall occur during the regular budget process for the City.

B. Method of Payment.

The City will compensate the Contractor for the services rendered pursuant to this Agreement the sum of fifteen thousand dollars (\$15,000), payable in twelve (12) equal monthly installments. Contractor shall submit monthly invoices to the City containing a detailed statement all services performed during the billing period, showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice. Payment in subsequent fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

C. Funding

(1) The Contractor shall diversify its funding base by collaborating with other community based organizations and shall seek funds from city, state and federal sources with additional funds being raised locally through membership, corporate sponsors and donations.

3. TERM OF AGREEMENT

The term of this Agreement shall be for one year, beginning on July 1, 2015 and end June 30, 2016. ("Term"), unless terminated pursuant to paragraphs 4,6,7,10,20, or 22 below.

4. TERMINATION

This Agreement may be terminated by either party upon sixty days prior written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. REPORTS AND AUDIT

- A. The Contractor shall maintain full and complete financial records kept in accordance with generally accepted accounting principles, which records shall be available for inspection by the City at reasonable times and upon reasonable notice.
- B. The Contractor shall submit an annual financial statement and progress report to the City designated representative and/or Governing Body of the City as requested.
- C. The Contractor shall maintain, for three (3) years, detailed time records which indicate the dates, time and nature of services rendered. These records shall be subject to inspection by the City and the State Auditor. The City shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive and/or illegal payments.

6. EVENTS OF DEFAULT

The Contractor shall be deemed to be in default and breach of this Agreement if the Contractor fails to perform the Basic Services of the Contractor under the Agreement and as when Basic Services are performed.

7. EFFECT OF DEFAULT

In the event of any default, as set forth in the preceding section, the City may terminate this agreement and pursue its remedies at law and equity.

8. INDEMNIFICATION

Contractor indemnifies City of Alamogordo against any claims, suits, liens, and judgments of whatever nature, including claims of contribution and/or indemnification, damage to property or other rights of any person or persons, caused by the Contractor.

9. INSURANCE

The Contractor shall obtain and maintain liability insurance coverage in the amount of one million dollars (\$1 and shall name the City as an additional named insured on all insurance policies and shall provide the City with satisfactory proof of insurance.

10. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body of the City for the performance of this agreement. If sufficient appropriations and authorization are not made by the Governing Body of the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Alamogordo as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

12. SUBCONTRACTING

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

13. NO THIRD PARTY BENEFICIARIES

No agreement gives no rights or benefits other than the City and the Contractor has no third party beneficiaries.

14. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

15. RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees, and the City of Alamogordo from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to be purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

16. 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 City.

17. CONFLICT OF INTEREST

The contractor warrants that it presently has no interest and 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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or City employee have been followed.

18. MERGER

This Agreement incorporates all of the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this 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.

19. NOTICE

The Procurements Code, Sections 13-1-28 through 12-1-199 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.

20. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws, rule, regulations and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

21. WORKER'S COMPENSATION COMPLIANCE

The Contractor agrees to comply with the state laws and rules applicable to workers'

- 6 -

compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the City reserves the right to terminate this Agreement.

22. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Alamogordo.

23. AMENDMENT

This agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the 1st day of July 2015.

CITY:

ALAMOGORDO CITY

CONTRACTOR:

ALAMOGORDO MAINSTREET

James R. Stahle, Alamogordo City Manager

Dr. Terry Marquardt, President
Alamogordo MainStreet Board
of Directors

ATTEST:

Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/21/2015

Report No: ■ 13

Submitted By: Stephen Thies, City Attorney

Subject: Approve Change Orders #2 and #3, and request to substitute subcontractors related to the Airport Runway 3 Extension Project. (*Stephen Thies, City Attorney*)

Fiscal Impact: \$3,715,302.78

Amount Budgeted: \$7,126,048.00

Fund: 040-0099-990.68-99 Project #AP1502

Additional Fiscal Impact:

Recommendation: Approve Change Order #2 and #3 and substitution of the subcontractors.

Background:

The Airport Runway 3 Extension Project will extend the runway an additional 2,200 feet. It is primarily funded by a Federal Aviation Administration grant which requires a 5% state (NMDot) and a 5% local (City) match. Due to issues related to obtaining sufficient FAA funding, the construction project was bid to allow for construction in two phases. The City Commission awarded the construction contract for phase 1 (Bid Alt 2 - Schedule 1) in the amount of \$1,817,585.81 (excluding NMGR) to Mesa Verde at its November 3, 2014 meeting. The award of the construction contract for phase 2 (Bid Alt 2 - Schedule 2) was originally planned for a later date. A significant time gap was originally planned between the phases to accommodate the fire fighting season.

Subsequent discussions between the FAA, the City, the consulting engineering firm and the contractor resulted in an agreement that the work to be performed during phase 2 would be change ordered into the original contract. In exchange for keeping its construction crews working continuously, the contractor made a number of financial concessions including an agreement to hold their bid prices for a significant period. Those concessions and some cost savings resulted in the ability to shift work originally slated to be performed in phase 2 into phase 1. Although the overall dollar value of the project has been decreased, to satisfy FAA administrative requirements it was necessary to prepare a \$308,440.67 change order to shift the work from phase 2 into phase 1. Change #3, the amount of \$3,135,640.70 represents the revised costs for phase 2 (Bid Alt 2 - Schedule 2). A FAA grant agreement has been executed for a portion of the work, and a limited notice to proceed has been issued to the contractor. Once funding is secured for the remaining portion of phase 2, a notice to proceed will be issued for that part.

Due to the delay encountered in obtaining FAA funding, several of the contractor's subcontractors are unwilling to hold their prices any longer. The project was originally bid approximately one year ago. The

contractor is currently obtaining prices from other subcontractors. However, state law requires the City to consent to any substitution of a subcontractor. The names of the new subcontractors were not known when this agenda report was prepared. The names will be distributed prior to the meeting on Tuesday.

Staff requests approval of Change Orders #2 and #3 as well as the substitution of the subcontractors.

CHANGE TWO #2 - Supplemental Agreement
Date Prepared: May 1, 2015

OWNER:	City of Alamogordo <u>AP1502</u>	OWNER'S ADDRESS:	1376 E 9th Street Alamogordo, NM 88310
NAME OF AIRPORT:	Alamogordo-White Sands Regional Airport	LOCATION OF AIRPORT:	Alamogordo, NM
NAME OF CONTRACTOR:	Mesa Verde Enterprises, Inc.	ADDRESS OF CONTRACTOR:	396 La Luz Gate Road Alamogordo, NM 88311

DESCRIPTION OF WORK IN CONTRACT:

Extend Runway 3

Delta Project No.:	13001
AIP Project No.:	3-35-0001-022-2014
Original Contract Amount:	\$1,817,585.81
Previous Change Orders:	(\$41,879.91)
Est. Cost This Change:	\$308,440.67
New Contract Amount:	\$2,084,146.57

CHANGES ORDERED:

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL	COMMENTS
	See Attached Documentation					
TOTAL					\$308,440.67	

REASON(s) FOR CHANGE ORDER:

Complete grading work in Area "IB" as shown on the plans

Original Contract Time:	150	CD
Changes Previous Change Orders:	24	CD
Change in Contract Time This Change Order:	50	CD
New Contract Time:	224	CD

Subject to conditions set forth below, an equitable adjustment is established as follows:

CONTRACT PRICE			CONTRACT TIME		
Not Changed			Not Changed		
☒ Increased by	\$308,440.67		☒ Increased by	50	days
☐ Decreased by			☐ Decreased by		days

The foregoing is in accordance with your contract dated October 16, 2014 and as listed below:

- A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants,
- B. The rights of the OWNER are not prejudiced; and
- C. All claims against the OWNER which are incidental to or as a consequence of the aforementioned change are satisfied.

<u>[Signature]</u>	<u>President</u>	<u>5/5/2015</u>
ACCEPTED: CONTRACTOR	TITLE	DATE
<u>[Signature]</u>	<u>City Manager</u>	<u>5/5/15</u>
ACCEPTED: OWNER	TITLE	DATE
<u>[Signature]</u>	<u>PROJ. MANAGER</u>	<u>5/1/2015</u>
APPROVED: DELTA AIRPORT CONSULTANTS, INC.	TITLE	DATE
<u>[Signature]</u>	<u>Airport Dev. Admin</u>	<u>5/18/15</u>
APPROVED: STATE	TITLE	DATE

CHANGE No. TWO (2) – SUPPLEMENTAL AGREEMENT
AIP PROJECT No. 3-35-0001-022-2014
DATE: May 1, 2015

SP-34 Temporary Threshold Relocation.

Work in Area '1B' requires the temporary relocation of the Runway 3 threshold.

SP-34 "Temporary Threshold Relocation" includes all necessary work and associated incidentals in Area "1B" to complete and maintain the relocated Runway 3 threshold. References to the applicable work are specified in Plan Sheets 5, 6, 7, and 8.

The lump sum price includes:

- Install temporary closed markers and barricades for work in Area "1B";
- Remove pavement marking for work in Area "1B";
- Provide temporary pavement marking;
- Install eight (8) temporary stake mounted threshold lights, wiring, SP-29 'Bore Under Runway, connections, etc.;
- De-energize the MIRL and MITL on the closed sections of Runway 3 and taxiways;
- Coordinate with the FAA to de-energize the Runway 3 PAPI and REILs; and
- Incidentals.

Payment for temporary threshold relocation will be made on a lump sum basis wherein no measurement will be made.

Payment will be made at the contract lump sum price for temporary threshold relocation.

Contract Time

The contract time to complete Alternative 2 – Schedule 1 is increased from 174 calendar days by 50 calendar days to 224 calendar days. The 224 calendar days includes pullback and lost production in Area "1B" for up to 10 "Fire Fighting Days". If the number of "Fire Fighting Days" exceed 10 calendar days, than the contractor may request a time extension for each additional day, or part of a day, that the Contractor is restricted from work in Area "1B" due to firefighting activity.

"Fire Fighting Day". The Owner may order the Contractor to "safe up" and pull completely out of work Area "1B" with a 30-minute verbal notice for any work day the firefighting aircraft require the use of the 850-foot relocated Runway 3 threshold pavement.

Wage Rates (Section 40-02)

The Contractors elects to waive the limitation on increase or decrease of altered work quantities and dollars covered by this supplemental agreement.

CHANGE NO. TWO (2) - SUPPLEMENTAL AGREEMENT
ALTERNATE 2: SCHEDULE 1

Extend Runway 3

Alamogordo-White Sands Regional Airport
 Alamogordo, NM

AIP PROJECT NO. 3-35-0001-021-2013
 NMAD PROJECT NO. ALM-14-01
 DELTA PROJECT NO. 13001

Date: May 1, 2015

SCH 1 ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ALT 2, SCHEDULE 1 WITH CHANGE No. 1			ALT 2, SCHEDULE 1 WITH CHANGE No. 1 AND No. 2			INCREASE/ DECREASE	
				QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT
1	P-100	MOBILIZATION	LS	1	\$280,478.06	\$280,478.06	1	\$427,137.06	\$427,137.06	0	\$146,659.00
2	P-150	MISCELLANEOUS DEMOLITION	LS	1	\$5,520.00	\$5,520.00	1	\$28,113.00	\$28,113.00	0	\$22,593.00
3	P-151	CLEARING AND GRUBBING	AC	39	\$2,679.45	\$104,498.55	44	\$2,679.45	\$117,895.80	5	\$13,397.25
4	P-152	MUCK EXCAVATION	CY	500	\$14.45	\$7,225.00	500	\$14.45	\$7,225.00	0	\$0.00
5	P-152	UNCLASSIFIED EMBANKMENT	CY	18500	\$6.59	\$121,915.00	23000	\$6.59	\$151,570.00	4500	\$29,655.00
6	P-156	EROSION AND SEDIMENT CONTROL	LS	1	\$15,303.00	\$15,303.00	1	\$15,303.00	\$15,303.00	0	\$0.00
7	P-156	SILT FENCE	LF	9000	\$2.74	\$24,660.00	10500	\$2.74	\$28,770.00	1500	\$4,110.00
8	P-405	GROUND STABILIZATION FABRIC	SY	37500	\$2.06	\$77,250.00	48000	\$2.06	\$98,880.00	10500	\$21,630.00
9	D-701	15" RCP, CLASS V	LF	156	\$101.00	\$15,756.00	156	\$101.00	\$15,756.00	0	\$0.00
10	D-701	15" FLARED END SECTION	EA	2	\$1,440.00	\$2,880.00	2	\$1,440.00	\$2,880.00	0	\$0.00
11	F-607	BARBED WIRE FARM FENCE, 5FT	LF	800	\$10.61	\$8,488.00	0	\$10.61	\$0.00	-800	-\$8,488.00
12	F-607	TUBULAR FENCE GATE 14FT X 5FT	EA	1	\$2,651.00	\$2,651.00	0	\$2,651.00	\$0.00	-1	-\$2,651.00
13	T-901	SEEDING	AC	23	\$2,700.00	\$62,100.00	34	\$2,700.00	\$91,800.00	11	\$29,700.00
14	T-908	MULCHING	AC	23	\$880.00	\$20,240.00	34	\$880.00	\$29,920.00	11	\$9,680.00
15	R-602	RIPRAP	SY	17550	\$26.90	\$472,095.00	9778.64	\$26.90	\$263,045.42	-7771.36	-\$209,049.58
16	R-602	REVENTMENT MATTRESSES	SY	350	\$79.54	\$27,839.00	350	\$79.54	\$27,839.00	0	\$0.00
17	SP-32	SELECT FILL MATERIAL	CY	29100	\$15.85	\$461,235.00	40000	\$15.85	\$634,000.00	10900	\$172,765.00
1.1	P-150	EXISTING FENCE REMOVAL	LF	542	\$1.32	\$715.44	542	\$1.32	\$715.44	0	\$0.00
1.2	P-151	FENCE CLEARING AND GRUBBING	AC	1	\$3,752.80	\$3,752.80	1	\$3,752.80	\$3,752.80	0	\$0.00
1.3	F-162	CHAIN LINK FENCE	LF	3658	\$16.00	\$58,528.00	3658	\$16.00	\$58,528.00	0	\$0.00
1.4	F-162	DOUBLE SWING GATE	EA	1	\$1,234.20	\$1,234.20	1	\$1,234.20	\$1,234.20	0	\$0.00
1.5	F-607	RELOCATION/FINAL REMOVAL OF EXISITING FENCE	EA	1	\$1,341.85	\$1,341.85	1	\$1,341.85	\$1,341.85	0	\$0.00
NEW ITEMS											
2.1	SP-34	TEMPORARY THRESHOLD RELOCATION	LS				1	\$78,440.00	\$78,440.00	1	\$78,440.00
				\$1,775,705.90			\$2,084,146.57			\$308,440.67	

CHANGE THREE #3 - Supplemental Agreement
Date Prepared: May 1, 2015

OWNER:	City of Alamogordo AP 1502	OWNER'S ADDRESS:	1376 E 9th Street Alamogordo, NM 88310
NAME OF AIRPORT:	Alamogordo-White Sands Regional Airport	LOCATION OF AIRPORT:	Alamogordo, NM
NAME OF CONTRACTOR:	Mesa Verde Enterprises, Inc.	ADDRESS OF CONTRACTOR:	396 La Luz Gate Road Alamogordo, NM 88311

DESCRIPTION OF WORK IN CONTRACT:

Extend Runway 3

Delta Project No.:	13001
AIP Project No.:	3-35-0001-023-2015
Original Contract Amount:	\$1,817,585.51
Previous Change Orders:	\$266,560.76
Est. Cost This Change:	\$3,135,640.70
New Contract Amount:	\$5,219,786.97

CHANGES ORDERED:

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL	COMMENTS
	See Attached Documentation					
TOTAL					\$3,135,640.70	

REASON(s) FOR CHANGE ORDER:

Addition of Alternate 2 and Alternate 2 Bid Additive 2 of Schedule 2

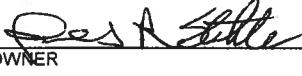
Original Contract Time:	150	CD
Changes Previous Change Orders:	74	CD
Change in Contract Time This Change Order:	100	CD
New Contract Time:	324	CD

Subject to conditions set forth below, an equitable adjustment is established as follows:

CONTRACT PRICE		CONTRACT TIME	
Not Changed		Not Changed	
<u>X</u> Increased by	<u>\$3,135,640.70</u>	<u>X</u> Increased by	<u>100</u> days
Decreased by		Decreased by	

The foregoing is in accordance with your contract dated October 16, 2014 and as listed below:

- A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants,
- B. The rights of the OWNER are not prejudiced; and
- C. All claims against the OWNER which are incidental to or as a consequence of the aforementioned change are satisfied.

	President	5/5/2015
ACCEPTED: CONTRACTOR	TITLE	DATE
	City Manager	5/5/15
ACCEPTED: OWNER	TITLE	DATE
	PROJECT MANAGER	5/1/2015
APPROVED: DELTA AIRPORT CONSULTANTS, INC.	TITLE	DATE
	Airport Dev Admin	5/18/15
APPROVED: STATE	TITLE	DATE

CHANGE No. THREE (3) – SUPPLEMENTAL AGREEMENT
AIP PROJECT No. 3-35-0001-023-2015 - Pending
DATE: MAY 1, 2015

Delay of Notice-to-Proceed and Owners rights of cancellation for work beyond Alternate 2 – Schedule 1, as amended by previous Change No. 1 and Change No. 2

For the sum of ten dollars (\$10.00) (Non-AIP), the Contractor agrees:

1. The Owner reserves to cancel Change No. Three at the Owner's sole discretion;
2. To hold the unit prices established in Change No. Three until August 15, 2015. Change No. Three includes the remaining portions of the project which are beyond Alternate 2 – Schedule 1, as amended by Change No. 1 and Change No. 2;
3. To adjust the unit price for P-100 Mobilization and P-150 Miscellaneous Demolition back to the original Schedule 1 'as bid' unit prices if Change Order No. Three is cancelled; and
4. That the issuance of a notice-to-proceed for work included in Change No. Three (3) is subject to the Owner's receipt of addition commitment of grant funds from the Federal Aviation Administration (FAA) and New Mexico Department of Transportation – Aviation Division (NMDOT-AD).

The Contractor shall not be entitled to any additional payment or other consideration if a separate notice-to-proceed for Change No. Three is not issued or is cancelled.

Contract Time

Contract time to complete the entire project, Alternate 2 – Schedule 1 and Schedule 2 combined, is 324 calendar days. The 324 calendar days includes pullback and lost production in Area "1B" for up to 10 "Fire Fighting Days". If the number of "Fire Fighting Days" exceed 10 calendar days, than the Contractor may request a time extension for each additional day, or part of a day, that the Contractor is restricted from work in Area "1B" due to firefighting activity.

"Fire Fighting Day". The Owner may order the Contractor to 'safe up' and pull completely out of work Area "1B" with a 30-minute verbal notice on any work day the firefighting aircraft request use of the 850-foot relocated Runway 3 threshold pavement.

Wage Rates (Section 40-02)

The Contractors elects to waive the limitation on increase or decrease of altered work quantities and dollars covered by this supplemental agreement.

CHANGE NO. THREE (3) - SUPPLEMENTAL AGREEMENT
ALTERNATE 2: SCHEDULE 1 AND SCHEDULE 2 COMBINED

Extend Runway 3

Alamogordo-White Sands Regional Airport
Alamogordo, NM

AIP PROJECT NO. 3-35-0001-021-2013 AND PENDING AIP 23
NMAD PROJECT NO. ALM-14-01 AND PENDING
DELTA PROJECT NO. 13001

Date: May 1, 2015

ITEM NO.	SPEC DESCRIPTION	UNIT
1	P-100 MOBILIZATION	LS
2	P-140 PAVEMENT REMOVAL	SY
3	P-150 MISCELLANEOUS DEMOLITION	LS
4	P-151 CLEARING AND GRUBBING	AC
5	P-152 MUCK EXCAVATION	CY
6	P-152 UNCLASSIFIED EMBANKMENT	CY
7	P-156 EROSION AND SEDIMENT CONTROL	LS
8	P-156 SILT FENCE	LF
9	P-160 PAVEMENT MILLING	SY
10	P-304 CEMENT TREATED BASE COURSE (8")	SY
11	P-304 CEMENT TREATED BASE COURSE (4")	SY
12	P-401 BITUMINOUS SURFACE COURSE	TN
13	P-405 GROUND STABILIZATION FABRIC	SY
14	M-103 CLOSED TAXIWAY MARKER	EA
15	M-103 LIGHTED CLOSED RUNWAY MARKER	EA
16	M-103 PORTABLE CLOSED RUNWAY MARKER	EA
17	M-107 BUCKET BARRICADES	EA
18	M-107 AVIATION BARRICADES	LF
19	P-619 PAINT REMOVAL	SF
20	P-620 TEMPORARY PAVEMENT MARKING	SF
21	P-620 FINAL RUNWAY AND TAXIWAY PAVEMENT MARKING	SF
22	P-620 INITIAL RUNWAY AND TAXIWAY PAVEMENT MARKING	SF
23	D-701 15" RCP, CLASS V	LF
24	D-701 15" FLARED END SECTION	EA
25	F-607 BARBED WIRE FARM FENCE, 5FT	LF
26	F-607 TUBULAR FENCE GATE 14FT X 5FT	EA
27	T-901 SEEDING	AC
28	T-905 TOPSOILING	AC
29	T-908 MULCHING	AC
30	L-108 NO. 6 AWG SOLID BARE TINNED COPPER COUNTERPOISE V	LF
31	L-108 NO. 8 AWG, 5KV L-824C CABLE	LF
32	L-108 NO. 8 AWG, 600V USE-2 CABLE	LF
33	L-108 #12 AWG, 600V USE-2 CABLE	LF
34	L-110 2" PVC CONDUIT	LF
35	L-110 CONCRETE ENCASED DUCTBANK (2WAY 2")	LF
36	L-110 CONCRETE ENCASED DUCTBANK (4WAY 2")	LF
37	L-110 CONCRETE ENCASED DUCTBANK (3WAY 4")	LF
38	L-115 PULLCAN	EA
39	L-115 4-UNIT PULLCAN PLAZA	EA
40	L-125 NEW L-861T BASE MOUNTED MRL	EA
41	L-125 NEW L-861T STAKE MOUNTED MRL	EA
42	L-125 REPLACE RUNWAY LIGHT LENS	EA
43	L-125 TEMPORARY STAKE MOUNTED THRESHOLD LIGHTS	EA
44	L-125 NEW L-861T BASE MOUNTED THRESHOLD LIGHTS	EA
45	L-125 RUNWAY THRESHOLD HOUSEKEEPING PAD	SY
46	L-125 NEW LIGHTED AIRFIELD GUIDANCE SIGN (2 MODULE)	EA
47	L-125 NEW LIGHTED AIRFIELD GUIDANCE SIGN (3 MODULE)	EA
48	L-125 NEW UN-LIT AIRFIELD GUIDANCE SIGN	EA

ALT 2, SCHEDULE 1 WITH CHANGE No. 1 AND No. 2		
QUANTITY	UNIT PRICE	AMOUNT
1	\$427,137.06	\$427,137.06
1	\$28,113.00	\$28,113.00
44	\$2,679.45	\$117,895.80
500	\$14.45	\$7,225.00
23000	\$6.59	\$151,570.00
1	\$15,303.00	\$15,303.00
10500	\$2.74	\$28,770.00
48000	\$2.06	\$98,880.00
156	\$101.00	\$15,756.00
2	\$1,440.00	\$2,880.00
0	\$10.61	\$0.00
0	\$2,651.00	\$0.00
34	\$2,700.00	\$91,800.00
34	\$880.00	\$29,920.00

ALTERNATE 2, SCHEDULE 2 W/BID ADD 2 WITH CHANGE No. 3		
QUANTITY	UNIT PRICE	AMOUNT
1	\$627,137.06	\$627,137.06
3,350	\$3.50	\$11,725.00
1	\$28,113.00	\$28,113.00
44	\$2,679.45	\$117,895.80
500	\$14.45	\$7,225.00
23,000	\$6.59	\$151,570.00
1	\$15,303.00	\$15,303.00
10,500	\$2.74	\$28,770.00
5,500	\$1.68	\$9,240.00
42,500	\$22.68	\$963,900.00
4,600	\$12.55	\$57,730.00
13,500	\$74.85	\$1,010,475.00
48,000	\$2.06	\$98,880.00
2	\$1,065.00	\$2,130.00
4	\$1,454.00	\$5,816.00
0	\$20,776.00	\$0.00
6	\$232.00	\$1,392.00
800	\$36.00	\$28,800.00
190,000	\$1.24	\$235,600.00
0	\$2.16	\$0.00
75,000	\$0.87	\$65,250.00
35,000	\$0.45	\$15,750.00
156	\$101.00	\$15,756.00
2	\$1,440.00	\$2,880.00
0	\$10.61	\$0.00
0	\$2,651.00	\$0.00
34	\$2,700.00	\$91,800.00
3	\$11,696.90	\$35,090.70
34	\$880.00	\$29,920.00
11,500	\$1.90	\$21,850.00
7,000	\$2.17	\$15,190.00
15,500	\$1.79	\$27,745.00
1,500	\$1.90	\$2,850.00
5,700	\$5.15	\$29,355.00
206	\$13.50	\$2,781.00
180	\$15.15	\$2,727.00
250	\$20.56	\$5,140.00
1	\$813.00	\$813.00
4	\$3,786.00	\$15,144.00
2	\$761.00	\$1,522.00
21	\$525.00	\$11,025.00
24	\$205.00	\$4,920.00
0	\$216.00	\$0.00
8	\$806.00	\$6,448.00
450	\$134.00	\$60,300.00
2	\$890.00	\$1,780.00
2	\$930.00	\$1,860.00
3	\$1,567.00	\$4,701.00

INCREASE/ DECREASE	
QUANTITY	AMOUNT
0	\$200,000.00
3,350	\$11,725.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
5,500	\$9,240.00
42,500	\$963,900.00
4,600	\$57,730.00
13,500	\$1,010,475.00
0	\$0.00
2	\$2,130.00
4	\$5,816.00
0	\$0.00
6	\$1,392.00
800	\$28,800.00
190,000	\$235,600.00
0	\$0.00
75,000	\$65,250.00
35,000	\$15,750.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
3	\$35,090.70
0	\$0.00
11,500	\$21,850.00
7,000	\$15,190.00
15,500	\$27,745.00
1,500	\$2,850.00
5,700	\$29,355.00
206	\$2,781.00
180	\$2,727.00
250	\$5,140.00
1	\$813.00
4	\$15,144.00
2	\$1,522.00
21	\$11,025.00
24	\$4,920.00
0	\$0.00
8	\$6,448.00
450	\$60,300.00
2	\$1,780.00
2	\$1,860.00
3	\$4,701.00

ITEM NO.	SPEC DESCRIPTION	UNIT
49	L-125 REMOVE DISTANCE REMAINING SIGN	EA
50	L-125 REPLACE SIGN PANELS	EA
51	R-602 RIPRAP	SY
52	R-602 REVENTMENT MATTRESSES	SY
53	SP-29 BORE UNDER RUNWAY	LF
54	SP-32 SELECT FILL MATERIAL	CY
55	SP-33 SUBGRADE PREPARATION	SY
56	P-150 EXISTING FENCE REMOVAL	LF
57	P-151 FENCE CLEARING AND GRUBBING	AC
58	F-162 CHAIN LINK FENCE	LF
59	F-162 DOUBLE SWING GATE	EA
60	F-607 RELOCATION/FINAL REMOVAL OF EXISITING FENCE	EA
61	SP-34 TEMPORARY THRESHOLD RELOCATION	LS
62	P-150. REMOVE PAPI SYSTEM	LS
63	P-150 REMOVE REIL SYSTEM	LS
64	L-125 INSTALL PAPI	LS
65	L-125 INSTALL REILS	LS
NEW ITEMS (FROM BID ALTERNATE 1)		
66	M-122 24"RCP CASING PIPE	LF
67	M-122 14" DI-18 PRESSURIZED WATERLINE	LF
68	M-122 WATER APPURTENANCES	LS
69	M-122 AIR RELEASE/VACUUM VALVE	EA

[illegible]

\$2,084,146.57

ALTERNATE 2, SCHEDULE 2 W/BID ADD 2		
WITH CHANGE No. 3		
QUANTITY	UNIT PRICE	AMOUNT
6	\$75.00	\$450.00
8	\$520.00	\$4,160.00
9,779	\$26.90	\$263,045.42
350	\$79.54	\$27,839.00
0	\$20.56	\$0.00
40,000	\$15.85	\$634,000.00
37,500	\$3.00	\$112,500.00
542	\$1.32	\$715.44
1	\$3,752.80	\$3,752.80
3,658	\$16.00	\$58,528.00
1	\$1,234.20	\$1,234.20
1	\$1,341.85	\$1,341.85
1	\$78,440.00	\$78,440.00
1	\$19,471.00	\$19,471.00
1	\$7,788.00	\$7,788.00
1	\$31,756.00	\$31,756.00
1	\$15,424.00	\$15,424.00
285	\$117.00	\$33,345.00
285	\$112.00	\$31,920.00
1	\$12,077.00	\$12,077.00
1	\$7,700.00	\$7,700.00

\$5,219,787.27

INCREASE/ DECREASE	
QUANTITY	AMOUNT
6	\$450.00
8	\$4,160.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
37,500	\$112,500.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
1	\$19,471.00
1	\$7,788.00
1	\$31,756.00
1	\$15,424.00
285	\$33,345.00
285	\$31,920.00
1	\$12,077.00
1	\$7,700.00

\$3,135,640.70

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 7/30/2015

Report No: ■

14

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, the first publication of Ordinance No. 1500 to amend Section 16-02-090 of the City Code to define a quorum for the conduct of business for the Alamogordo Public Library Advisory Board. *(Stephen Thies, City Attorney)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the ordinance for first publication.

Background:

The Library Board has requested the City Commission revise the ordinance which creates this particular advisory board in light of the recent action of the County Commission to discontinue its financial support of the library. The change requested by the Library Board is a modification to the number of members required to be present for a quorum. The proposed change provides that a quorum will consist of a simple majority of the existing membership.

Commission is requested to approve the ordinance for first publication.

ORDINANCE NO. 1500**AN ORDINANCE AMENDING SECTION 16-02-090
OF THE CITY CODE TO DEFINE A QUORUM FOR THE
CONDUCT OF BOARD BUSINESS****Section 1**

BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico that Section 16-02-090 of the *Code of Ordinances of the City of Alamogordo, New Mexico, Advisory Board*, is hereby amended to read as follows:

16-02-090. - Meetings.

- (a) A simple majority of the filled board positions shall constitute a quorum of four (4) members is required for the for the purpose conducting of board business. A motion shall carry upon the affirmative vote of the majority of the members present at any meeting. The board may adopt additional rules to govern its proceedings.
- (b) All meetings shall be open to the public and insofar as possible shall be held at public-owned facilities. The board shall meet at least monthly, and may hold additional meetings at its discretion. Notice of the time, place and agenda meetings must be published as prescribed by the library's public meetings resolution.
- (c) The librarian is an ex officio member of the board, being responsible for administration of library facilities.
- (d) Board minutes shall be brief and include date and place of meeting, attendance, items discussed, and action recommended. Minutes shall be filed with the city clerk and county clerk and sufficient copies forwarded to the mayor and chairman for distribution as prescribed.
- (e) Minutes of the last monthly meeting each term year (July first through June thirtieth) shall contain a summary of recommendations and record of attendance of members for the term year.

Article 2

This ordinance shall take effect upon its adoption and publication.

DONE this _____ day of _____, 2015

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: _____
Susie Galea, Mayor

ATTEST:

Renee L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/13/2015

Report No: ■ 15

Submitted By: Susie Galea, Mayor

Subject: Consider, and act upon, directing staff to create a policy to allow military recruiting at or on the city public facilities. (*Susie Galea, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Discuss and provide direction to staff.

Background: Mayor Galea requested this item to be discussed and asks for possible direction to staff.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/13/2015

Report No: ■ 16

Submitted By: Rachel Hughs, Admin.
Assistant

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint Amy Krzeszewski, Carrie Balazs, and Vicki Flores to the Disability Council and Tony Mandalia to the Promotion 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 terms of Rita Martinez, Suzanne Bertrand and Larry Chapman and the resignation of Bradley Mauger.*)

The following individuals are interested in being appointed:

Amy Krzeszewski - if appointed this will be her first term.

Carrie Balazs - if appointed this will be her first term.

Vicki Flores - if appointed this will be her first term.

Cemetery Board. One (1) vacancy. Staff Liaison - Jan Wafful
(*Opening due to the expiring term Larry T. Rachel*)
No nominations received.

Community Development Advisory Committee. Five (5) vacancies. Staff Liaison - Ruben Segura
(*Opening due to the expiring term of Bruce Knee, Susan Payne, Tony Alger and Melanie Hall and the resignation of Arthur Alterson.*)

No nominations received.

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

Promotion Board. Two (2) vacancies. Staff Liaison - Jan Wafful
(Opening due expiring term of Tony Mandalia and the resignation of Kathleen Beall)
The following existing board member is interested in being reappointed:
Tony Mandalia - if appointed this will be his fifth term.

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. Three (3) 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.

ALAMOGORDO DISABILITY COUNCIL

RECEIVED

JUL 30 2015

CITY CLERK

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

Name: Amy Krzeszewski
Home Phone: _____ Work Phone: _____
Cell Phone: 814-490-6118 Fax No: _____
e-mail address: amyk103@hotmail.com
Physical Address: 1519 Roosevelt Ave, Alamogordo, nm 88310
Is the above address within City limits? Yes X No _____
Mailing Address: Same as Above
Present Employer: ADL Experts, LLC Job Title: Owner, Occupational Therapist

Board/Committee you wish to serve on:

First choice: Alamogordo Disability Council

Second choice: _____

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

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

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

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

Experience and education relating to the Board/Committee: _____

I am an Occupational Therapist with my Nm license and national registration.

As an occupational therapist I work with and advocate for individuals with physical and mental disabilities.

I have a master's degree as well as 9 years experience. I also have extensive training on accessibility and adaptability that would benefit alamogordo's council on disability.

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

I am interested in giving back to my community in a manner that utilizes my education as well as my specialized skill set.

Please return completed application to:

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

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AUG 10 2015
CITY CLERK

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

Name: Carrie Balazs
Home Phone: 703-283-4193 Work Phone: 575-446-5526
Cell Phone: 703-283-4193 Fax No: —
e-mail address: CarrieBalazs@gmail.com
Physical Address: 1509 White Oaks Ct Alamogordo NM 88310
Is the above address within City limits? Yes ☒ No ☐
Mailing Address: 1509 White Oaks Ct Alamogordo, NM 88310
Present Employer: GCRMC Job Title: Speech Pathologist

Board/Committee you wish to serve on:

First choice: Alamogordo Disability Council
Second choice: —

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

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

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

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

Experience and education relating to the Board/Committee: work directly with individuals with disorders of speech, language, and cognition. Advocate for individuals with communication disorders

Please indicate your interest in serving on a City Board/ Committee: I'm interested in assisting the city with development of policy and procedures that support individuals with disabilities.

Please return completed application to:

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

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

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AUG 10 2015
CITY CLERK

Name: Vicki Flores

Home Phone: NA

Work Phone: (575) 446-5534

primary # Cell Phone: (575) 430-3828

Fax No: _____

e-mail address: victoria.l.flores@gmail.com

Physical Address: 1516 Mountain View, Alamogordo, NM, 88310

Is the above address within City limits? Yes ☒ No ☐

Mailing Address: 1516 Mountain View, Alamogordo, NM, 88310

Present Employer: Gerald Champion

Job Title: speech-language pathologist

Board/Committee you wish to serve on:

First choice: Alamogordo Disability Council (ADC)

Second choice: _____

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

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

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

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

Experience and education relating to the Board/Committee: Bachelor's degree in communication disorders, Master's degree in speech-language pathology, 3+ years experience in special education, multiple advocacy activities for individuals with disabilities, primarily communication disorders

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

Interest in providing suggestions for the accommodation of individuals with disabilities in the city of Alamogordo

Please return completed application to:

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

ALAMOGORDO PROMOTION BOARD

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AUG 05 2015

CITY CLERK

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

Name: Tony Mandala
Home Phone: 575-442-5492 Work Phone: 575-437-2110
Cell Phone: 575-442-5492 Fax No: _____
e-mail address: m2gexec@outlook.com
Physical Address: 1021 S. White Sands Blvd.
Is the above address within City limits? Yes X No _____
Mailing Address: SAME
Present Employer: Magnuson Hotel & Suites Alamogordo Job Title: Mgrmt.
Board/Committee you wish to serve on:
First choice: Promotions Board
Second choice: N/A

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

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

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

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

Experience and education relating to the Board/Committee: Past few years
members of said "Promotion Board"

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

I request to serve another term on the
"Promotion Board"

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: 08/25/2015

Report Date: 8/20/2015

Report No: ■ 17

Submitted By: Susie Galea, Mayor

Subject: Recess into Closed Session in compliance with Section 10-15-1.H, NMSA 1978 (2010 Cumulative Supplement), to discuss Limited Personnel Matters (City Manager). **(Roll call vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve going into Executive Session in compliance with Section 10-15-1.H, NMSA 1978 (2010 Cumulative Supplement) to discuss Limited Personnel Matters (City Manager). **(Roll call vote required)**

Background: None.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/25/2015

Report Date: 8/20/2015

Report No: ■ 18

Submitted By: Susie Galea, Mayor

Subject: Motion to reconvene into open session. And Action, if any, as a result of Executive Session.

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Vote to come back into open session. And take action, if any, as the result of Executive Session.

Background: None.