



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

June 26, 2018 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

Richard Boss Mayor
Jason Baldwin Mayor Pro-Tem, District 1
Nadia Sikes District 2
Susan Payne District 3
Josh Rardin District 4
Al Hernandez District 5
Dusty Wright District 6

Maggie Paluch City Manager
Petria Schreiber City Attorney
Rachel Hughs City Clerk

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation from the Alamogordo Chamber of Commerce regarding the 4th of July concert event.
(GB Oliver, Chamber Executive Director)

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.

CITY MANAGER'S REPORT**REMARKS AND INQUIRIES BY THE CITY COMMISSION****CONSENT AGENDA** (Roll Call Vote Required for an Ordinance or Resolution)

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

2. Approve the minutes for the June 12, 2018 Regular meeting. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, the approval of Resolution No. 2018-29 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of New Mexico, for the revised budget figures computed as of June 26, 2018. *(Julianne Hall, Finance Director)* **(Roll Call Vote Required)**
4. Consider, and act upon, Resolution No. 2018-30 supporting the PetSafe Bark for Your Park Grant Program application for a new dog park. *(Debbie Osborne, Grant Coordinator)* **(Roll Call Vote Required)**
5. Consider and act upon the approval of Resolution No. 2018-32, requesting approval of HUD Form 52574 - PHA Board Resolution Approving Operating Budget for Fiscal Year 2019 budget. *(Evelyn Huff, Housing Authority Manager)* **(Roll Call Vote Required)**
6. Consider, and act upon, the receipt of State contract to fund Retired and Senior Volunteer Program, Senior Companion Program and Foster Grandparent Program for FY19. *(Peter McKown, Senior Center Manager)*

ITEMS REMOVED FROM CONSENT AGENDA**NEW BUSINESS**

7. Consider, and act upon, Change Order No. 6, Public Works Bid No. 2017-001, to Smithco Construction, Inc., related to the 1-MGD Brackish Water Treatment Facility project, in an amount not to exceed \$17,690.49, including NMGR. *(Bob Johnson, Engineering Manager)*
8. Consider, and act upon, Change Order No. 9, RFQ No. 2013-05, to CDM Smith, Inc. related to the engineering and design services for the 1-MGD Brackish Water Treatment Facility project, in an amount not to exceed \$63,390.60, including NMGR. *(Bob Johnson, Engineering Manager)*
9. Consider, and act upon, a request to the State for out-of-cycle budget funds to conduct anti-terrorism/lone wolf shooter training. *(Brian Peete, Police Chief)*
10. Waiver of stage fee for the Otero County Fair. *(Sheila Coca, Secretary of Otero County Fair Association)*
11. Consider, and act upon, first publication of Ordinance 1572 adding Section 14-01-015 to the Alamogordo Code of Ordinances clarifying the requirements for refuse collection. *(Maggie Paluch, City Manager)* **(Roll Call Required)**
12. Consider, and act upon, approving the GRIP application submitted by Worthan Properties, LLC for construction of the Big Wave Express Car Wash on White Sands Blvd. *(Kitty Williams, Paralegal)*

13. Consider, and act upon, approval of Resolution No. 2018-31, updating Admin Fees for 2019 in compliance with section 2-01-030, as amended by Ordinance No. 1539, August 2017, to take effect January 1, 2019. (*Darron Williams, City Planner*) **(Roll Call Vote Required)**

14. Discussion and direction to staff regarding Section 24-12-6-13.3 of the Alamogordo Uniform Traffic Ordinance. (*Maggie Paluch, City Manager*)

15. Consider, and act upon, funding the Hollamo Express bus service. (*Baxter Pattillo, MainGate United*)

16. Appointments to Boards and Committees. (*Richard Boss, Mayor*)

WORK SESSION

17. Presentation to be given on the Alamogordo Fire Departments "Five Year Plan". (*Jim LeClair, Fire Chief*)

EXECUTIVE SESSION (Roll Call Vote Required)

18. Recess into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss possible disposal of real property to the lease to Otero County known as the Fairgrounds Parking Lot located at White Sands Blvd and Fairgrounds.

RECONVENE INTO OPEN SESSION

19. Consider, and act upon, the lease to Otero County of real property known as the Fairgrounds Parking Lot located at the corner of White Sands Blvd and Fairgrounds Rd.

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/21/2018

Report No: 1.

Submitted By:

Subject: Presentation from the Alamogordo Chamber of Commerce regarding the 4th of July concert event. *(GB Oliver, Chamber Executive Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: The Chamber of Commerce will present to the Commission an overview of the 4th of July concert event at Hang Glider Park.



ALAMO-7

OP ID: PP

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Charles Garland & Harris 3310 North White Sands Blvd. Alamogordo, NM 88310 Manny Gonzales		575-437-6910	CONTACT NAME: Patti Stone PHONE (A/C, No, Ext): 575-437-6910 E-MAIL ADDRESS: patti@cgh-insurance.com FAX (A/C, No): 575-437-8187
INSURED Alamogordo Chamber of Commerce 1301 N White Sands Blvd Alamogordo, NM 88310		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		EV33681	06/30/2018	07/06/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Holder is listed as Additional Insured as their interest pertains to the General Liability for the July 4th Red, White & Blue Brews & Music Festival per forms CG2012 4/13 and CG2012 5/09.

CERTIFICATE HOLDER**CANCELLATION**

CITYO-1 City of Alamogordo 1376 E 10th St Alamogordo, NM 88310	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION-PERMITS OR AUTHORIZATIONS PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

The City of Alamogordo

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**: If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

The City of Alamogordo

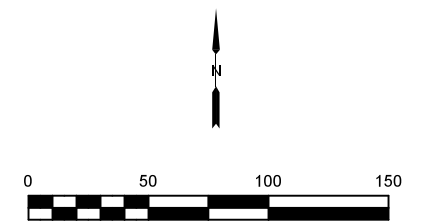
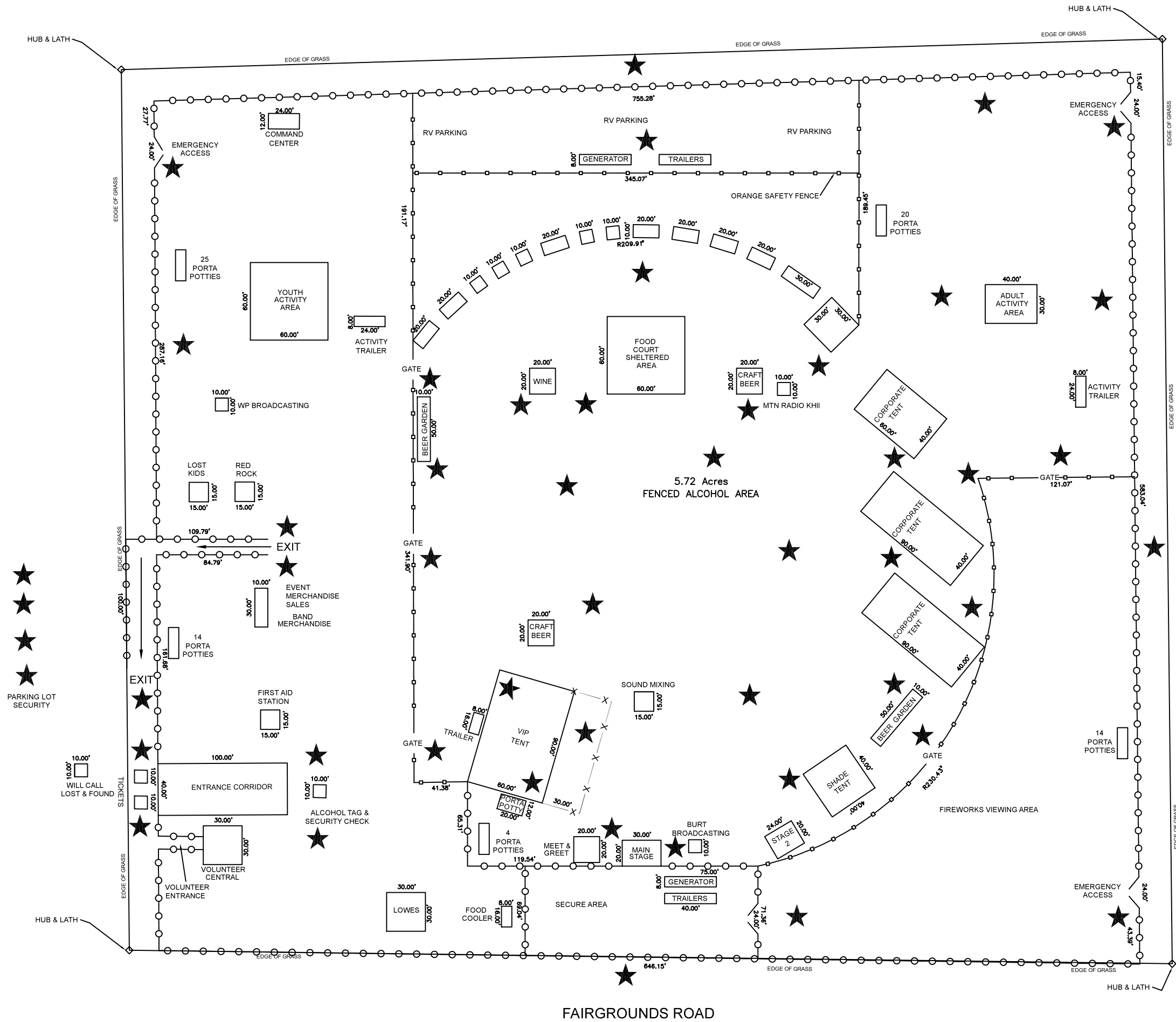
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

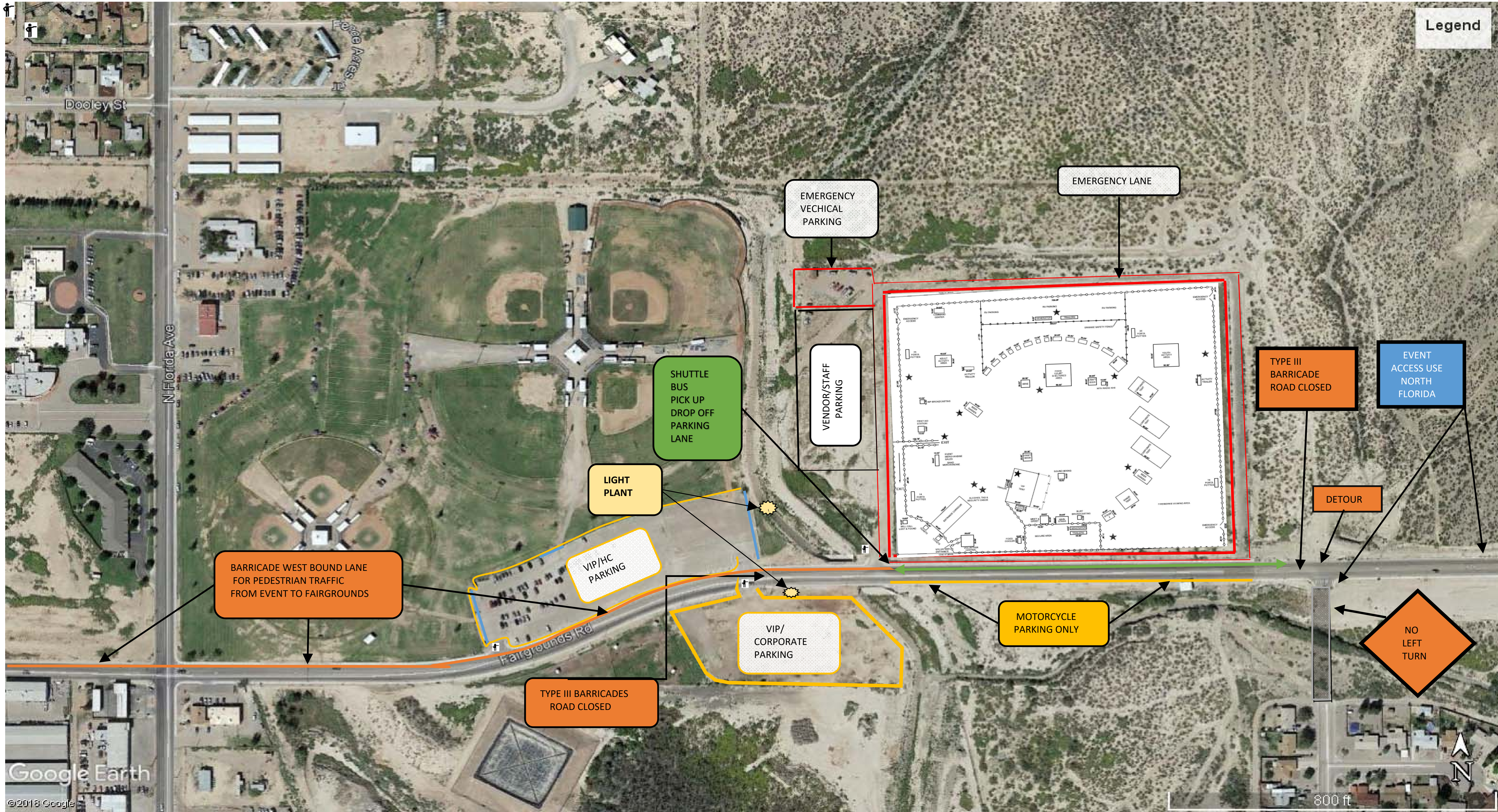
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

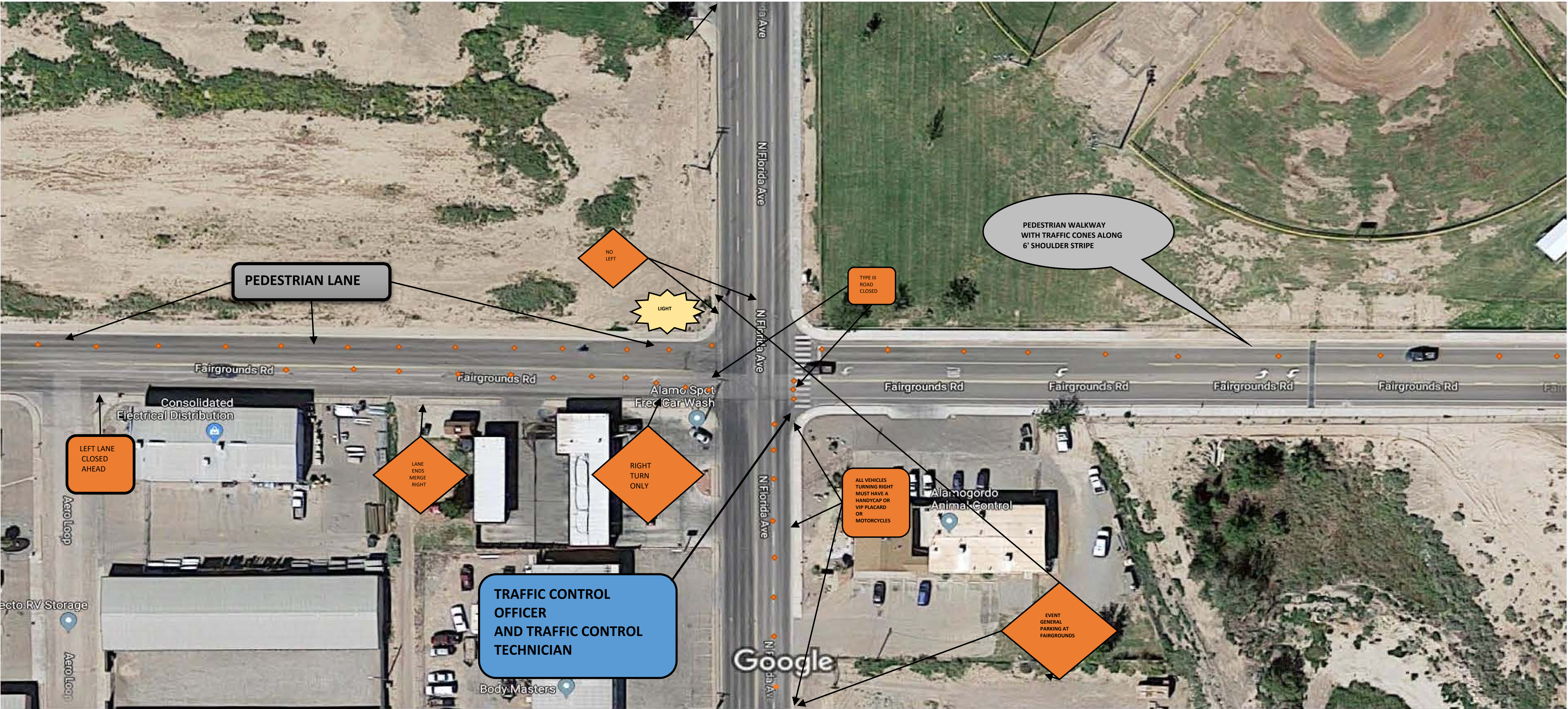
2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



GRIGGS AIR PARK
REVISION 13
06/19/2018





AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/22/2018

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the June 12, 2018 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
JUNE 12, 2018**

**RICHARD BOSS, MAYOR
AL HERNANDEZ, COMMISSIONER
NADIA SIKES, COMMISSIONER
JOSH RARDIN, COMMISSIONER
SUSAN PAYNE, COMMISSIONER**

**JASON BALDWIN, MAYOR PRO-TEM
DUSTY WRIGHT, COMMISSIONER
MAGGIE PALUCH, CITY MANAGER
PETRIA SCHREIBER, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

CALL TO ORDER / ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

Mayor Boss called the meeting to order at 6:31 p.m. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present. Invocation was given by Commissioner Payne and the Pledge of Allegiance was led by Mayor Pro-Tem Baldwin.

APPROVAL OF AGENDA

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

PRESENTATIONS

1. Presentation on the new City of Alamogordo brand. (*James Glover, One a Day Marketing contractor*)

Mr. Glover gave an overview of the new City of Alamogordo brand. He announced names of people they have been able to share the brand with in the community. He said they have anticipated so far, that they have presented to 350 people in the community. He explained what branding is and does, and why we consider community branding. He talked about what they are trying to do through the community branding initiative. He explained what they want to do with the Brand Action Plan for Alamogordo. He talked about the Alamogordo Branding Alliance.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

City Manager Paluch made the following remarks:

1. She gave an update on Kids Kingdom. She said the perimeter fence has been installed. The asphalt pavement path from the south parking lot to the site has been removed. The over excavation earthwork for the footing and the fall protection areas has started and should be finished at the end of this week. She said the concrete contractor is scheduled to be on-site next week and the contractor will proceed as much as they can, pending the arrival of the playground equipment and structures.
2. She visited animal control open house event and there were several rescue agencies in attendance. She said two veterinarians in the community donated half off the spay and neuters for animals that were adopted on Saturday. She announced that eight dogs and seven cats were adopted, and several people put their names down on a list for when the adoption dates on several animals become available. She thanked the entire APD staff and Animal Control specifically for putting on the event.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

None.

CONSENT AGENDA

2. Approve the minutes for the May 22, 2018 Regular meeting and the May 14, 2018 Special Meeting. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, final publication of Ordinance 1569 updating Chapter 13 of the Alamogordo Code of Ordinances to comply with Federal requirements. *(Nancy Beshaler, Project Manager)* (Roll Call Vote Required)
4. Consider, and act upon, final publication of Ordinance 1570 updating portions of Chapter 17 of the Alamogordo Code of Ordinances regarding Pawnbrokers and Secondhand Dealers to add reporting procedures. *(Petria Schreiber, City Attorney and Brian Peete, Chief of Police)* (Roll Call Vote Required)
5. Consider, and act upon, the award of RFP 2018-001 Financial Advisory Services for the City of Alamogordo, to the overall highest rated proposal, George K. Baum & Company. *(Julianne Hall, Finance Director)*
6. Consider, and act upon, the approval of Resolution No. 2018-27 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of New Mexico, for the revised budget figures computed as of June 12, 2018. *(Julianne Hall, Finance Director)*
7. Consider, and approve, Alamogordo Police Department grant application to AED Grant Program for the purchase of 5 AED units. *(Debbie Osborne, Grant Coordinator)*
8. Consider, and act upon, Alamogordo Police Department grant application to American Police and Sheriffs Association Equipment Donation Program. *(Debbie Osborne, Grant Coordinator)*

Commissioner Hernandez asked to remove Item # 8 from the Consent Calendar.

Commissioner Hernandez moved to approve items 2, 3, 4, 5, 6 and 7 of the consent calendar. Mayor Pro-Tem Baldwin seconded the motion.

Roll call vote was taken.

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

ITEMS REMOVED FROM CONSENT AGENDA

8. Consider, and act upon, Alamogordo Police Department grant application to American Police and Sheriffs Association Equipment Donation Program. *(Debbie Osborne, Grant Coordinator)*

Commissioner Hernandez said he pulled the item off because he would like for the Police department to give the Commission a five-year plan on what their needs are for the future and what they are going to be doing, so they actually have a plan on what they need for Alamogordo, because this was never on there in the past that we've ever heard about. He said he heard of a narcotics unit, they did hear about SWAT and such, but he would like to actually get a plan, so they can plan on grow and not just start throwing things out there.

Mayor Pro-Tem Baldwin said this is just a grant they came across. Commissioner Hernandez said it is, but again it is not cost neutral. He said you are going to have to buy motorcycles, you are going to have to train staff, you'll have to do all that stuff. Mayor Pro-Tem Baldwin said he sees his point. Commissioner Hernandez said all he is saying is that we need for staff to sit down with PD and put a plan together and let the Commission know that this is what they think they are going to need in the future, so that we have a growth plan and so we know what that is going to cost us.

Mayor Boss asked if this is just applying for the grant. City Manager Paluch said correct, but Commissioner Hernandez is correct. She said there is an expense that is not listed here in this grant

such as; purchasing the motorcycles, training and what not. She agreed with Commissioner Hernandez and said she can direct staff to put together a five-year plan just like the fire department did. She said they can either table this item this evening or they can go ahead and approve it and then it is just pending.

Commissioner Hernandez said he had no issue with this part of it, but it is just the understanding that this is a grant fund. He said we are going to get it more than likely, but then they are going to have to come back to us and say now we need \$40,000 for motorcycles, plus this much for training. He thought if we are just upfront on it and figure out what we are going to need in the future, it would be a lot easier. He said it would be a lot easier on staff to figure out how we appropriate our monies.

Mayor Boss asked if there is a time limit on the grant application. City Manager Paluch answered no. She said the fire department will be coming before the City Commission to present their five-year plan and that would be her recommendation for the police department as well, once it is completed.

Commissioner Hernandez stated again he does not have any problem moving forward with the grant, he thinks that staff needs to sit down with them and come up with a plan on what their future growth plans are, so they can have a plan every year for budget.

Mayor Boss asked if we do apply for the grant and get the grant are we committed to additional expenditures. City Manager Paluch and Commissioner Hernandez both answered no.

Mayor Pro-Tem Hernandez said the grant is fine, he just thinks we need to sit down and figure out a plan.

Commissioner Hernandez moved to approve.

Commissioner Rardin seconded the motion.

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

PUBLIC HEARINGS

9. Consider, and act upon, granting the Flickinger Center for Performing Arts, Application No. 1086576 a Non-Profit Club Liquor License With on the Premises Consumption Only, located on 1106 and 1110 New York Ave. (Rachel Hughs, City Clerk)

City Clerk Hughs introduced Mr. Mack from the Flickinger Center.

Mr. Mack said in their application to the State, they indicated that they do not want to become a bar. He said they have applied for a non-profit club license, so they could provide alcohol service to their patrons for special events.

Commissioner Hernandez said in their application they are showing both of their addresses. He said he knows that you cannot take liquor out of one building and into another one. He asked if this is because they combined them and is that possible.

Mr. Mack answered yes, in the state application the main premise is the back room of Patron's Hall, then the front room in the Flickinger Center are additional premises that could be included for larger activities.

Commissioner Hernandez said his concern would be if they walk out of the one and walk on the sidewalk, which would be violating the law.

Mr. Mack said their attorney met with the State people. He said as long as they provide security throughout the entire premises to include the theater and Patron's Hall that they are still within.

Commissioner Payne asked if there is an indoor exit and entry to both. Mayor Boss said there is a pathway where the two buildings are connected. Mr. Mack said right. Commissioner Payne said so you would not have to go outside.

Mr. Mack said they put in new doors on the Flickinger side that lock. He said they still have egress, but for fire regulations people can get out, but you cannot get back in once they close.

Commissioner Hernandez said he wanted to make sure that they don't add a problem, where someone goes for a function and ends up getting a citation. He said he thinks that could be easily solved by adding a temporary fence during the functions, if they had to do that.

Mayor Pro-Tem Baldwin asked City Clerk Hughs to describe what a Club Liquor License is. She answered it is just for the members. She said if they have guests come in, the member has to be there. She said it is not just open to anybody and everybody. She said they cannot sell tickets for instance. It is something like the Elks Lodge or the VFW.

Mayor Pro-Tem Baldwin asked if they will be able to take donations for the liquor or would they purchase it and then sell it. Mr. Mack said it has to be purchased and then all the funds will go to help with the operations for the Flickinger Center. Mayor Pro-Tem Baldwin confirmed the process with Mr. Mack.

Mr. Mack said right, we have membership set up, and we've got membership rules set up, and we've revised our bylaws to also include in there for the alcohol, because it had not been that and we have to re-submit those to the State.

Mayor Pro-Tem Baldwin asked if the State will require them to have the Alcohol Server's License as well. Mr. Mack answered yes, and all but one or two of their folks have already have gotten their Server's permit.

Commissioner Payne asked if this is only for special events. Mr. Mack said they are looking at, in the beginning, maybe three to five events per month that they would be potentially be doing this. It may increase, by popularity, to five or seven, but they are not going to be doing this every day. He said that is the way they submitted their application to the State is for special events only.

City Clerk Hughs added that for club licenses, they do not need to come and get a temporary liquor license.

Commissioner Sikes asked Mr. Mack how one becomes a member, so they can purchase the alcohol. He said they will advertise that there are memberships available. He said it will be a twenty dollar per year fee and it will run from September 1 to August 31. He said folks that buy a membership will be given a membership card, and people coming to use the designated service area will have to present their membership card and a valid ID, they will have to sign in with a patrol person at the entrance to that designated area.

Commissioner Sikes asked if one will be able to buy a membership the night of an event. Mr. Mack answered no. He said according to the State they cannot sell memberships the same time an event goes on. The application for membership has to be prior to that.

Mayor Pro-Tem Baldwin said he thinks all you need is a member there and then anybody else can purchase it. Mr. Mack said they have limited the number of guests that a member can bring that evening to four.

Mayor Pro-Tem Baldwin asked if they can picnic the licenses like other liquor licenses. City Clerk Hughs answered no. Mr. Mack said it can only be used on the premise. Mayor Pro-Tem Baldwin said congratulations, he is assuming that they will not have a big issue with this, and he is excited that the Flickinger has this opportunity to grow the business and do something else in Alamogordo.

**Commissioner Rardin moved to approve.
Commissioner Sikes seconded the motion.
Motion carried with a vote of 7-0-0.**

UNFINISHED BUSINESS

10. Discussion, and possible action regarding the Sahara Apartments asbestos abatement and demolition. (City Manager Maggie Paluch, Assistant City Manager Brian Cesar, City Attorney Petria Schreiber, and Engineering Manager Bob Johnson)

City Manager Paluch said staff has worked very diligently on this project and they are at the point of seeking direction of the Commission.

City Attorney Schreiber showed recent pictures of the Sahara apartments. She gave a history of the Sahara apartments.

Engineering Manager Johnson said relative to the procurement methodology there has been some discussion as to how we proceed forward. He said staff had solicited Southwest abatement of El Paso for some budgetary numbers for the abatement, demolition and removal of all the structures. He said he had requested budgetary numbers through the use of the CES (Cooperative Education Services) procurement mechanism. He said they elected on their own to provide firm numbers. He said we have those numbers in place. He said in addition, Terracon has an on-call contract with the City for both Geotechnical and asbestos services. He said they have provided a firm number as well. He said using the CES mechanism, we could accelerate this project and get this done much sooner than later. If we are to go out for competitive bidding through our normal processes, we will have to contract with Terracon to develop a scope of work, then it is a matter of preparing the bid documents obtaining the wage decision, advertising, putting it on the street for a minimum of 30 days to comply with our local Ordinance. He said then the awards process, bonds, insurance, contract execution and then eventual notice to proceed. He said the competitive bidding process, they estimate that demolition and abatement would not occur prior to October. Under the CES mechanism they believe they could turn this thing loose in approximately 45 days after July 1st, 2018 when the new budget is in place.

Mayor Boss said at this point, we have it more secure than it has ever been. Mayor Boss said we are not in any super rush position right now.

City Attorney Schreiber said the City did have to make a police report last week. She said there was a break-in of the apartments. She said several of the windows were broken and the boarding the City had done was ripped down and people had been inside. She said they re-secured the structure last week.

Engineering Manager Johnson said the CES mechanism has been used successfully over the past 18 months on upwards of nearly 20 projects. He said it has accelerated a lot of natatorium bond projects and a lot of the Community Services projects. They got done extremely quickly and well within budget and timeframe.

Mayor Boss asked if it would be less costly to go with CES then it would be to go out for bid. Engineering Manager Johnson answered it is difficult to say. He said Southwest Abatement is located in El Paso, but their main corporate headquarters is in Albuquerque. The next closest abatement company that they are aware of is in Albuquerque. His concern is they end up with a contractor like the one that did the abatement work at the old bowling center, and that went poorly. He said personally has a concern there, but that is strictly his opinion.

Commission Hernandez said even with the CES project, they would still have to have a scope of work. Engineering Manager Johnson said he has it already. Commissioner Hernandez asked if that included the abatement. Engineering Manager Johnson answered yes, he has firm pricing that includes the

abatement, the demolition, the haul off, NMGR, performance and payment bonds and state wages. He said that number is firm. Commissioner Hernandez asked what that number is. Engineering Manager Johnson answered \$401,000 plus the air monitoring costs, permitting costs, and air clearance costs from Terracon. He said with tax that is approximately \$28,000. He said those two scopes of work are based on a 30-day performance period.

Mayor Boss asked if that is considerably less than they had originally estimated. Engineering Manager Johnson answered staff had estimated probably double that.

Commissioner Rardin asked if was going to be about \$429,000. Engineering Manager Johnson said yes with everything together. Commissioner Rardin said they are going to be \$100,000 and something short. Engineering Manager Johnson said right, other individuals will speak to the funding scenario, he can only speak to what we have right now.

Commissioner Hernandez said let's go past the demolition, if we get past this part. He asked what the plan is after that, are we going to go after the property, do we have the papers filed or ready to be filed.

City Attorney Schreiber said we can't file them yet until we decide what we are going to do, and we know that final cost. She said obviously that will change if the Commission decides to go with the competitive bidding process, but as soon as she has the numbers she will prepare the liens and as soon as the City pays the money, we will file the liens, then you will see it at a Commission meeting and she will come before you and ask permission to foreclose on all those liens. If the Commission gives her permission to foreclose on those liens, we will immediately file the foreclosure and start that process.

Commissioner Hernandez asked if that property is still a whole, because there used to be 5 or 6 apartments and now there is only four he believes. Engineering Manager Johnson said there are four complexes. Commissioner Hernandez said the property goes all the way to 25th Street and asked if the it was whole. City Attorney Schreiber said yes. Commissioner Hernandez asked if we would lien the whole property. City Attorney Schreiber answered absolutely, and we have already several weed abatement liens, water liens on it, so this would be added to that and as soon as we have that total and the liens perfected and filed, she will be asking for permission to foreclose on those liens.

Mayor Boss asked if the property is not going to be worth nearly as much as we are going to have in it. City Attorney Schreiber said she would assume not. Commissioner Hernandez asked what that is going to do to us as far as our budget for any other demos. He asked if that wipes it out for this year, and next year.

Finance Director Hall said we have in this Project EN1809 approximately a little under \$315,000 for FY18. She said any amount that is not used by June 30th will roll over into next year. She said next year's budget FY19, the same line item there is approximately \$300,000 budgeted. She said if we need an additional \$120,000, we could take it from that line, it is already budgeted. It will still leave \$150,000 or more for other projects for Code Enforcement. She said she thinks we would be okay for the time being.

Commissioner Hernandez said the reason he asked that is because they have been getting hammered pretty good about all the dilapidated buildings in town and he does not want to use all our resources. He said in a hidden area, to the City, he means it is not hidden to the residents he wants to make that clear, it is not hidden to those residents that live in front, and behind and to the side of it, but it is in the central part of town, and that people coming through town don't see it. He said the dilapidated buildings that people coming through town see are the ones that are being complained on.

Finance Director Hall said just for comparison purposes for FY18, we had budgeted \$100,000 in that line item. She said we did increase that amount specifically for the Sahara Apartments, so as you know

this is a large project this has been ongoing for years, so it is going to take a little more money. She said even \$150,000 left over for next year is more than what we had typically budgeted annually.

Commissioner Rardin said he thinks we'll ever get our money back from this lot, but this project or issue has been going on since 2010 or 2011. He thinks they actually condemned this when he was in office prior. He said it is a lot of money to tear it down.

Mayor Boss said it is, but he does not think that they could use that for criteria. He said they have to do it even if we can't get our money back out of it.

Commissioner Rardin said if they did the competitive bid process it will basically hold them up a month or a month and a half, and they may be able to get a lesser price. He said there are some smaller abatement companies out of Albuquerque. He wants to hurry and get it done, but if they can save \$100,000 with the competitive bid process maybe they should look at that. It would take 45 more days, but they would save \$100,000 potentially. Mayor Boss said maybe. Commissioner Rardin said or we may be spending more, we don't know.

Mayor Boss asked if they decided to go to bid and didn't like the numbers that they saw, could they go back to the bid that you have in hand. Engineering Manager said with the constantly fluctuating economy it is doubtful. He believes he could get Southwest Abatement to hold their current pricing for another 45 days. He said if we are talking about three or so months out, they are naturally going to want to re-evaluate their cost.

Mayor Boss asked Engineering Manager Johnson what he would estimate they would save by doing that. He answered his best guess is that it is even money. He said we have an opportunity to get rid of blight sooner than later, which he believes is a positive thing. He said Southwest Abatement has proven themselves to us on several occasions with no issues, no change orders, within budget and on-time. He said he is not trying to sell the Commission on this firm, he is just stating a fact.

Mayor Pro-Tem Baldwin said are we going to move forward with the demolition, are we going to spend this money, and use this fund and next year's fund to do it. Then what mechanism are we going through to do the demolition. He said his opinion is in good faith, despite we have lots of blight throughout the town, this is the first and foremost, and most important one in front of us, we need to handle it right now, so let's tear it down, let's spend the money, let's do it. He said secondly, he is willing to go with Engineering Manager Johnson's recommendation and go with the CES process, if it can get it done quicker.

Commissioner Rardin asked if they need a motion to direct staff on this.

City Manager Paluch said Finance Director Hall has one more comment about another option for the funding.

Finance Director Hall said she knows they have concerns about making sure they have money for FY19 for other abatements in the Code Enforcement budget. She said we could always use the rededication for the fund 49. She said that is currently for FY18 that is \$647,000 and it will be approximately the same for FY19. She said we could use that money to make up the difference, the \$110,000 to \$115,000 depending on what the final contact comes in at.

City Manager Paluch said what we could do is take the money from FY18 and roll it into the project currently the EN1809, and then that project would roll over into FY19. She said the remaining money in fund 49, if it is not used in the current budget, it just rolls back into fund 49. She said if you would like to keep the \$300,000, the additional money they funded for FY19 in the budget for taking down dilapidated buildings, so that just gives you another option for funding.

Commissioner Rardin said Finance Director Hall said we have the \$314,000 in the project this year and then we have \$300,000 for next year already allocated. He said so we are going to eat up \$120,000 of it, so we should still have \$180,000. Finance Director Hall said correct. Commissioner Rardin said in the event we need some of it for FY19. He said he does not foresee them doing any major projects like that in FY19.

City Attorney Schreiber said she and Fire Chief LeClair are looking at Tinsley Trailer Park which is very visible to the City, on White Sands Boulevard. She said it is something that Chief LeClair and Code Enforcement has worked very hard on and has attempted to work with them, but we anticipate that being a major cost as well. Commissioner Rardin asked if they will be able to get that done in FY19, if they do something similar to what is being done now. City Attorney Schreiber said there is a lot of variables with that and she thinks we have a lot more cooperation with the owners, so we are going to try our best to get it done with the amount of money budgeted. She said that is our goal because we have heard a lot from the Commission about White Sands. She said we are working on it and we will do our best.

Commissioner Rardin said if we do use FY19 money to tear this down, we could always roll a little of Fund 49 money over, in the event that we go over the \$180,000 that we have.

City Manager Paluch told Commissioner Rardin that he is correct, but just a thought that next year, if there is something that pops up during the year that we need to use that money for, we just need to make sure that we plan for that.

Commissioner Payne said we do not necessary have to jump the gun and touch anything from fund 49. She said we can let it go back for FY18, and then for FY19 if we need it. She said we've never had to touch it, we've used it the last couple of years. City Manager Paluch said we used it the year before for litigation purposes. She said there is stuff that pops up like litigation that you can't plan for.

Commissioner Hernandez asked if there is any dollar threshold on using CES. Engineering Manager Johnson said Southwest Abatement's proposal includes the demolition by Jack Wayte Construction. Commissioner Hernandez said that is where his concern comes in, because there are other local demo contractors.

Mayor Boss asked Engineering Manager Johnson if it would be a problem for him to explain, so that the public and everyone knows, when we are talking CES and we are talking about being able to use that without going through the normal procurement process, could he explain that so that people can understand what we are talking about. He said CES stands for Cooperative Education Systems, it is a cooperative purchasing instrument similar to a statewide price agreement. He said in this case the New Mexico School systems or the educational systems have gone out on their own for competitive proposal requests for various trades, whether it be asbestos abatement, electrical work, utility work, purchasing of commodities and so forth. He said it has already been competed in that area for a specific product, service or construction. He said CES allows any organization, public entity whether it be a City, County, or Soil and Water Conservation District to utilize that instrument similar to using a statewide price agreement to purchase equipment or a vehicle. It is essentially an intragovernmental agreement. He said GSA is probably one that is most familiar to everyone although GSA has a great deal of restrictions for our specific use. He said because it has already been competed, it does not need to be competed again. That mechanism is already in place. The organizations that awarded CES contracts for specific term have already vide for that through a competitive process in that particular.

Commissioner Wright asked Engineering Manager Johnson what is the role of Southwest Abatement, if Jack Wayte is going to be doing the demo. He answered Southwest Abatement will actually perform the abatement processes. He explained the processes. He said Jack Wayte would come in and collapse all of the structures. Southwest Abatement has their own container company, they will bring in as many roll-off containers as they need. He said the containers will be lined and the encapsulated

structures will be put into those containers and hauled to the landfill to the specific area designated for asbestos.

Mayor Boss asked if they had to put a can around it, like they originally thought. Engineering Manager Johnson answered no, there is a liquid encapsulate that is used for this kind of situation.

Commissioner Rardin made a motion to proceed with the demolition of Sahara apartments using CES.

Commissioner Sikes seconded the motion and said she agrees with Mayor Pro-Tem Baldwin, Mayor Boss, Commissioner Payne and everybody that the quicker that we can do this, the better.

City Manager Paluch asked Commissioner Rardin in his motion, if he wanted to include something about the funding. Commissioner Rardin amended the motion to use EN1809 from FY18 and a portion of the abatement money from FY19.

Commissioner Rardin moved to approve as amended.

Commissioner Sikes seconded the motion.

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

NEW BUSINESS

11. Consider, and act upon, granting a waiver of the permit fee for a Special Fireworks Display permit for the July 4th Fireworks Display at the New Mexico Museum of Space History property. (Rachel Hughs, City Clerk)

Mayor Boss asked City Clerk Hughs if the fee was \$25. She answered yes, the Space Hall has asked the City to waive this permit fee for more than 20 years now.

Mayor Boss moved to approve.

Commissioner Hernandez seconded the motion.

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

12. Consider, and act upon, editing the Event Sponsorship Policy & Procedures to include a Permanent City Partner category. (Maggie Paluch, City Manager)

City Manager Paluch said last year, the Community Services department put forth the event sponsorship policy and procedures and during that discussion the Commission talked a lot about whether or not there were certain entities within our community that we wanted to make so called "Permanent City Partners". She said we are bringing this policy back to the Commission to create that permanent City partner if the Commission would choose to do so. She said what that would mean is that an entity that has contracted with the City such as the Chamber of Commerce or our Economic Development group, they would be made permanent City partners, thus they would not have to pay any of the fees for renting our spaces for special events. She said if the Commission chooses not to revise the Event Sponsorship policy and procedures, then the next item will come before you where the Chamber of Commerce is looking for a fee waiver for the Fourth of July event they are planning at Hang Glider Park. She said if you approve this, we will pull item number 13, if the Commission does not then we will move on to item number 13.

Mayor Pro-Tem Baldwin stated this was brought to his attention three years ago at one of the Chamber meetings. He said they asked him why is there still fees. He said he has been pushing for this for two and half to three years. He said the last iteration that the Commission got from staff was a great start to it in creating some collaboration and partnerships throughout the community, but it has always been his feeling to be charging the Chamber and/or contracted organizations in Alamogordo to pay the City for the use of things that our mission statement, our vision and what we are trying to do, just seemed counter-productive. He made a motion to approve.

City Manager Paluch said there is a typo on the third line of Section 2.5 where it says examples of permanent City partners. She said there are an extra "R" and "S" in partners. She said we need to strike that from that word.

Commissioner Payne asked who else would fall under that category. City Manager Paluch said it has to be an organization that has a contract with the City. She said one other organization they were thinking of is possibly COPE or the Train Depot. She said somebody that is contracted to provide a service to the City residents. She said they talked a lot at the previous Commission meeting about this setting a precedent that if we provide this to one group, what is going to set that group apart from another group. She said staff came up with the idea that they had to be contracted with the City of Alamogordo.

Mayor Boss said like Zia Transportation probably would be one. City Manager Paluch agreed.

Commissioner Rardin asked if they had a fiscal impact of how much money this will cost the City. City Manager Paluch said they do not know the future, so they don't know how many events these organizations are going to hold. She said for this event, the cost would be the regular fees \$2,970 that the Chamber of Commerce would be paying for the Fourth of July event. Commissioner Rardin said to use our facility, but then if he remembers right there is another thing in the agenda to approve some overtime for police for that. He said he does not mind waiving \$25 fee for fireworks, but \$2,000 is a lot of money. He does not mind doing it, but if we do it here then we are going to continue to do it. Mayor Pro-Tem Baldwin said and we should. Commissioner Rardin said other entities are going to want us to waive the fees.

Mayor Pro-Tem Baldwin said that is what we get paid to do, or what we volunteer to do, is decide if they individually ask and we need to weigh that. He said the Chamber of Commerce, OCEDC and some of these other contracted entities that were mentioned, it is counter-intuitive to him that they would be paying us when we turn around and we pay them again. He said that is not the only reason, but he is willing to forego those fees just because it would nothing but facilitate and encourage those organization to do more.

Mayor Boss said they need to consider the economic impact. He said bringing all these people into the community as a result of this project or event that is being put on, we are going to have lodger's tax, NMGRt that we are going to be able to share in. He said we need to consider all of that.

Commissioner Rardin stated they are paying these organizations yearly. He said the Chamber we give a billing for a dollar a year for 99 years, if he remembers right. He said we give them \$30,000 for one deal, \$36,000 for another deal and OCEDC we contribute \$70,000 to \$80,000 a year. He said we contribute \$100,000 or so a year to Z-Trans. He said we are paying these organizations and then we are waiving fees that we are charging, so we are actually losing money essentially. He said he understands the other side of it that you guys are saying about lodger's tax and NMGRts come in because of it.

Mayor Boss said the Chamber of Commerce does a lot for our City though, leaving the fees out he believes. He said when the people come through here and they are handing out the brochures and telling you where to go. He said we can take this along ways and we can probably show the benefit of doing this outweighs the negative, even from a cash flow standpoint. He said that is his opinion.

City Attorney Schreiber told Commissioner Rardin that part of Section 2.5 does say that this does not obligate the City to provide other services or waive other costs other than rental fees. She said if they are requesting additional police services, and that will be a cost to the City, this does not obligate us to waive that cost. She said this is just for the rental fees of the City property and the use of that. She said that is still something that will come before the Commission to be considered.

Commissioner Hernandez asked City Attorney Schreiber if she is recommending that the Commission approve this. She said that is up to the Commission. He said he is asking her as a legal, if this is something that they should do or not do. She said she can advise them that it is perfectly legal to do this. She said she does not see anything that there is any illegal action to do this. She said to make somebody a permanent City partner, is something the Commission would decide.

City Attorney Schreiber said she did not know if Commissioner Hernandez was asking about the legality of this or her personal belief. Commissioner Hernandez said he would not put her on the spot for that one, but he was asking about the legality.

City Attorney Schreiber said if we choose to partner with certain groups, we can do that. She said when this originally came before the Commission, one of the big concerns was that we said we weren't going to partner with religious or political groups. She said that is something that she has since talked with the Municipal League about and it is fine that we do that. She said as long as we do not pick and choose and say we like this party over that party or this group over that group. If we just say that we are not going to do this with political or religious groups and make it a blanket statement that we're okay there.

Commissioner Hernandez said we will follow all other parts of the policies, the insurances depend on what we decide on each one individually the costs.

City Attorney Schreiber said absolutely and told Commissioner Hernandez that he could ask the Chamber of Commerce, both herself and the City Manager Paluch have hammered them pretty hard about the insurance recently. She said she won't ever let them waive liability or expose us to additional liability, that is still something that we have to make sure the City is protected on.

Commissioner Hernandez said the reason he is asking that question is because we basically waived \$40,000 a couple of meetings ago for the parking lot at Griggs field. He said obviously they did not have insurance or we forgot that they had insurance and went after them.

Mayor Pro-Tem Baldwin said it was not a fee. Commissioner Rardin said it was reimbursement for the parking lot. Commissioner Hernandez said they should have been required to have insurance to use the field as policy.

Commissioner Sikes asked City Attorney Schreiber if they need to incorporate language in this defining that this will be in effect for organizations that are contracted with the City of Alamogordo. City Attorney Schreiber said they can add that in. She said what we have done is we've said if you would like to become a permanent City partner, a group should write a letter of interest to the City Commission and put for the City Commission which leaves the governing body to be the deciding factor. She said it is in the policy as far as we are not going to do it with political or religious, but we sort of left it open ended so that if this Commission or future Commission wanted to make somebody else a permanent City partner that would be well within your right to do so. She said she can adopt additional wording, delete it or however the Commission would like her to do it.

Commissioner Sikes said she would be more comfortable if it was less objective. She said if they are going to make that the definition. She said if we do this because it is for the good of Alamogordo with City partners then we might want to make sure that the language is in there.

Commissioner Rardin asked if the little league groups, and all of them, be able to apply as a City partner. City Attorney Schreiber answered if we put in language that you have to have a contract with the City, we do not contract with them in the same way that we contract with the Chamber or our economic development group or any of those.

Commissioner Rardin said they just lease our fields. City Attorney Schreiber said they rent the fields on a day by day basis.

**Mayor Pro-Tem Baldwin moved to approve
Commissioner Hernandez seconded the motion.
Motion carried with a vote of 7-0-0.**

**13. Consider, and act upon, fee waiver for the Chamber of Commerce 4th of July concert event.
(GB Oliver, Executive Director Alamogordo Chamber of Commerce)**

City Manager Paluch said we need to take no action on this item.

14. Consider, and act upon, funding of overtime-holiday pay for Alamogordo Police Department to staff the Chamber of Commerce 4th of July event. (Maggie Paluch, City Manager)

City Manager Paluch said Police Chief Peete and Mr. Oliver are there to talk about the event. She gave a history and details of the event. She said the Chamber of Commerce is expecting a very large turnout. She said because of the large turnout there is definitely a police presence that is going to be needed at the event.

Police Chief Peete said we are looking at how much it is going to cost us in overtime to adequately fund for security for this event based on the resources that we have. He said they think they came up with 16 officers in a rotation.

Deputy Chief Lawrence said they looked at numbers similar when they ran Oktoberfest. He said at that point they ran 25 officers but no other additional security. He said for this particular event, they are bringing in an outside company to provide private security also, so they looked at the police presence potentially necessary as 16 officers from 4:00 p.m. till 1:00 a.m., which the event shuts down at 12:00 p.m. and in that time it takes to people to leave the area and shut everything down and close it up, but then also an additional three officers starting at 7:00 because of the fact that there is a 5K as part of this event, with traffic control needed to ensure things are setup and in place. He said and then vehicles that need to be moved out of the VIP parking at Griggs field and then the event actually starting at 11:00, which would be another 3 officers coming in at 10:00, just prior to the event starting up so that we have a presence there and building that as we expect more people to arrive.

Commissioner Rardin asked if we are paying the bill on this. City Manager Paluch said that is what you are here to discuss. She pointed out that the City has not budgeted for this event for this amount of overtime, but there is an annual overtime budget at the Police department, it is over \$100,000 but that is just for our regular overtime, not for special events to this magnitude. She said that would include overtime for one traffic control person for a smaller event, but we do not have this budgeted. She said that is basically what the Commission needs to decide this evening.

Commissioner Payne asked if we have this many officers working overtime for this event, what is does that do to our officers on the street.

Deputy Chief Lawrence said looking at this, our standard practice already is that any officers that are scheduled to work the 4th of July, they are not allowed to request time off. Everybody who would have normally been scheduled to work the 4th of July will be working. We have adjusted our schedule to where early on we have four officers coming in during the day shift, we have created swing officers who will come in and work a 3 to 3 shift and then the night shift coming on, so we will have between five and seven officers from 7:00 p.m. onto the morning hours.

Commissioner Payne asked if that is on the street. Deputy Chief Lawrence answered yes, that is just assigned to the streets and not involved in any way with this event. He said the other side of that is we have a contingency that if as that event closes down, if we have additional call for service, potentially related to the event or just in general. He said depending on the call volume, some officers that were working the event to assist with those calls until that call volume dies down, much like they do with New Year's and many other holidays within the year.

Commissioner Payne said it's going to be like mandatory overtime, is really what it is going to be. Police Chief Peete said it is voluntary. He said what we are doing for the officers that are going to work this one, we are asking for volunteers for overtime, so we are soliciting volunteers from the department that normally wouldn't be scheduled to work.

Commissioner Payne said she thinks the event is great but given the fact that there is going to be alcohol served there she is concerned about once they leave the event what's going to happen and are we going to have enough officers and that kind of thing.

Police Chief Peete asked Commissioner Payne if she meant in terms of when the event shuts down. She nodded yes. He said we'll still have the officers based on the call volume. He said in addition there will be security folks that will be provided throughout the course of the actual event by the Chamber. He said as far as afterwards it will be us that will be there.

Commissioner Rardin asked when we did the Oktoberfest, who paid for the overtime for the police officers for that event. He said he could not remember but they may have split it with the German Airforce. Mayor Pro-Tem Baldwin said they paid a portion of it and then they asked us to write off \$4,000 which was the overage.

Mayor Boss asked what they did. Mayor Pro-Tem Baldwin said our standard procedure is when officers are requested that the organization pays for it. He said the Oktoberfest requested a specific number of officers, we said you need to pay for x amount and they said yes. He said the disagreement was the City provided more officers.

Commissioner Rardin said the issue he has here they are requesting 16 officers and then the 4th of July night is going to be a busy night anyway. He said we will probably have every officer that we have to cover everything that is going on in the City plus this.

City Manager Paluch said the officers assigned to the 4th of July event, this is per some of the requirements with the State Liquor Board, is that they have to be at that event within the four walls of that fence. She said they cannot leave to take calls until after the event is over. She said we will have people assigned to the street as well.

Commissioner Rardin asked if we will have enough officers to do both. Deputy Chief Lawrence answered yes, what we've got is the normally scheduled officers and come midnight when the event is officially over we can look at if we need as many at the event or do we need to release some of them and have them go to the streets to help assist with calls and coverage. He said we have that flexibility. He said what we will run into, like anything else, is the officers assigned to work the streets, that is what we normally have, outside of that if we felt that we needed more, it would be a voluntary request.

Commissioner Rardin asked how many are typically on the street like on 4th of July night. Deputy Chief Lawrence said what we have scheduled in this instance it would be 5. Police Chief Peete said in this case it would be a little bit better, because at the end of the event will have officers there that we can move over to the street in case the call volume dictates it, and that money would come out of our overtime budget.

Mayor Pro-Tem Baldwin asked City Manager Paluch what the Chamber has agreed to pay in reference to this overtime. She answered that is to be determined. She thought the Commission may want to hear from Mr. Oliver this evening. She said in regard to Commissioner Rardin's concerns, the Chamber is developing a very comprehensive transportation plan for this event. She said it is not completely developed at this point and time, but they are using buses from Z-Trans and they also spoke with the Base, and the Base may or may not be providing buses for transportation for the active duty military from base to the event and back home again. She said the idea for the transportation plan is to keep people from being on the road and being intoxicated.

Commissioner Payne said that is huge concern for her.

Mayor Pro-Tem Baldwin said that is not our decision to make. He said they provide the event, people make their own decisions. He said it all starts with your server, and how they identify and how they manage their people.

Commissioner Payne said she wants to make sure that we have enough officers on the street, if that happens.

Police Chief Peete said they also plan to talk to State Police as well as the Sheriff's Office to let them know what the manning levels are going to be at that particular time.

Commissioner Hernandez asked Deputy Chief Lawrence if he knew of any citation that were issued last year to anybody on Scenic Drive or Indian Wells and any arrests that were made. Deputy Chief Lawrence asked if he meant during the fireworks. Commissioner Hernandez said yes. Deputy Chief Lawrence said he does not have any of those. Commissioner Hernandez said he spoke to City Manager Paluch and he agrees with her. He said they were using police overtime to put traffic control out. He said he thinks we can use our Public Works to save money, pay them overtime versus police overtime. He said the concern he has is if they pull those officers or enough of those officers down, if they don't see you guys, he knows there is a lot of drinking on those two streets during that night, so that is another concern he has is how we are going to cover that and are we going to cover that. He said also the businesses and the residents that live within those areas, he thinks they deserve what they have been getting in the past, if we are going to continue to partner with the Space Hall to do this.

Commissioner Sikes asked if the enthusiasm been high with wanting to work this event. Deputy Chief Lawrence said they have 7 that have volunteered and 6 to work the earlier morning portions of it.

She said she had the opportunity to speak with Communications and Marketing Administrator Brideaux and Mr. Oliver about the event. She said this event is pretty spectacular and if we do it this year and we do it even partially right it is going to happen again next year. She said she thinks that we really understand the scope of this event, it is something that we have never seen in Alamogordo and she really thinks we should be embracing it with a little more enthusiasm.

Police Chief Peete said as to the enthusiasm, since it being the 4th of July, he would strongly speculate that a majority of the officers that are not going to do the overtime part of it, because they probably have previous plans with their families to travel.

City Manager Paluch stated the Chamber of Commerce has offered for any officer that is working this event general admission tickets for their immediate family free of charge.

Commissioner Payne asked how many additional officers they need. Police Chief Peete said they are going to get 16. He said the 7 that volunteered plus the executive staff that will be there, we are looking at roughly another 6 people. He said they are going to try and go out to other departments, Tularosa, Ruidoso and give them that same OT opportunity.

Mayor Pro-Tem Baldwin asked if they will have it covered. Police Chief Peete asked if he meant for the budget or the security. Mayor Pro-Tem Baldwin said for the security of our citizens and the event if they will have it covered. He said yes. Mayor Pro-Tem Baldwin said then the Commission needs to decide if they are going to spend the \$12,000 to cover.

Commissioner Rardin said if they reach out to other departments, so we would be paying officers from other jurisdictions. Police Chief Peete said yes, through that OT budget that they have. Commissioner Rardin asked how we would do this.

Mayor Pro-Tem Baldwin said that was done for the Octoberfest.

Police Chief Peete wanted to applaud Commissioner Hernandez when he had mentioned the five-year plan or strategic plan, as far as where we want to go in the department for future planning purposes. He said this is one of the issues they will be bringing up when they discuss that plan regards to manning and personnel requirements.

Commissioner Rardin asked what kind of revenue they are looking at generating off of this event. City Manager Paluch said that would be a question for Mr. Oliver.

City Manager Paluch commented if the Commission would like the City to fund this amount of money, staff's recommendation is to not go into fund balance is to use the contingency fund that we have. She said there is approximately \$150,000 in there and we would transfer that money over to the overtime budget of the police department.

Mayor Boss asked Mr. Oliver to speak.

Mr. Oliver stated they believe this will be the biggest event this community has ever put together. He said their number one priority is safety. He said you asked about money and we are probably going to walk out of this with probably nothing. He said this is an opportunity to put on a first-class event in this community, do it seamlessly, do it as safely as we possibly can because where we go from here is next year we go into a two-day event/concert. He said that is why we are going to exceed anything the State is asking for as far as security, we hope with the City's help and Red Rock Security to have 60 security people on that field at all times. He said they want this to be a family venue and that is why there is going to be an entire section, probably sectioned off for children and families. He said the other thing they have spent a great deal of time making sure of is that we are able to get people into and out of that venue. He talked about the transportation that will be available. He said parking is an issue that has been challenging. He said if we do this thing right and we do it seamlessly then we should be able to put together an event that will be here every year, this time of year, and do a two-day or maybe even a three-day event. He said he thinks the things that they've made mistakes already and they will be apologizing for this part. He said one of the mistakes we've made is pricing the VIP tickets too inexpensively. He said they are within 50 tickets of selling that out. He said the other thing that surprised them is they have Eventbrite selling the tickets online and to our shock about 75 percent of the tickets that have sold online have been out of the State of Texas. He said it is accomplishing some of the things that we need to accomplish. He said it has been a pleasure to work with the people of this community and the City of Alamogordo. He said he would like to come back and present to the Commission the plat of how this will look and the traffic flow pattern that has been set.

Mayor Boss said they would like to see that, probably at the next meeting.

Mr. Oliver said you bet. He also wanted to share that the business community has come together behind this event and has contributed nearly \$230,000 to put this event on. He said our hopes are that they are so successful, and they put together a great event when they move to a two or three-day event that it would be funded by Red Bull and Budweiser. He said we want them to see what we are capable of doing. We want to bring outside people in here and we want to do it with outside money. He said never again do we want to go back and do this on the backs of the business people. The goal is to make this a safe, exciting event and do this in a way that we'll bring in the big corporate sponsors next year.

Commissioner Payne said she likes the word safely and Mr. Oliver using the word safely. Mr. Oliver said it has to be. He said if they mess this up they will never do it again. He said right now they are wrestling with a stigma that a precedence has already been set in this community. He clarified that he was talking about Alcohol and Gaming.

Commissioner Payne said her biggest concern is with drinking and driving. She said her concern is that everyone gets home safely.

Mr. Oliver said one incident can mess this up completely. He said we cannot afford mistakes. We don't want to embarrass you or this community.

Commissioner Payne said ultimately that is the reflection, it is never the Chamber put on a bad event, it's always the City messed this one up. She said even before she was elected that is what you would hear.

Mr. Oliver said there is no reason in the world why friends and neighbors of this community can't come together for an event with outside people and share a beer, listen to good music and leave safely. He thanked the city for providing their stage, but said they had to go to San Antonio, Texas to get a stage for the headliner bands that meet the specs.

Commissioner Hernandez said they owe it to the community to do this. He mentioned the hot thing right now is the lighting for the Pupfish. He said anything they do for one, it's we did not do enough for the other. He said he does not want to have somebody come to us and say we called the police and they did not come to our house. He said if we provide this service, we need to make sure that we provide this service to everybody. He said as a resident he should not have to wait for a police officer to come to his house and take a report, if we are going to do this. He completely supports this and thinks it is good for the community, but with that we need to be ready to service the entire community.

Commissioner Hernandez moved to approve.

Commissioner Wright seconded the motion.

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

15. Consider, and act upon, award of Public Works Bid. No. 2018-003 to General Hydronics Concrete, LLC, related to the Griggs Reservoir Outfall Structure Modifications and Storm Drain Improvements project, in an amount not to exceed \$1,389,214.13, including NMGRT. (Bob Johnson, Engineering Manager)

Engineering Manager Johnson said this is essentially a flood mitigation project in what we typically call the Griggs Detention Basin area. He said it currently has an area that has been breached and it has been breached since the mid-80s. He explained what the project will do and what it will consist of. He said this project should mitigate the flooding that we currently experience when we have a sufficient rain experience that engulfs 26th and Puerto Rico.

Mayor Boss asked if this is funded primarily by the Army Corps of Engineers. Engineering Manager Johnson said the initial funding was provided by the economic development administration. He said that was the initial \$800,000 grant that would require a City match. He said the Army Corps of Engineers grant came in half way into the design process. He said staff had no knowledge that the Corps of Engineers had even been requesting this funding. He said it was a pleasant surprise because we would not have the budget constraints that we did initially.

Commissioner Wright said he would be abstaining from this vote.

Mayor Pro-Tem Baldwin moved to approve.

Commissioner Rardin seconded the motion.

Motion carried with a vote of 6-0-1. Commissioner Wright abstained from voting.

Mayor Pro-Tem Baldwin commented that this night seems to be a night of victories for the City. He said there are some things that have been on the books coming to fruition for a very long time. He thanked City Manager Paluch.

16. Consider, and act upon, first publication of Ordinance 1571 amending sections of Chapter 2, Section 15 of the Alamogordo Code of Ordinances regarding the Gross Receipts Investment Program in regard to the way that payments are processed and paid. (Petria Schreiber, City

Attorney) (Roll Call Required)

City Attorney Schreiber said this is cleaning up the language in the GRIP Ordinance. She said what our GRIP Ordinance calls for currently is just an impracticable way of accounting. It calls for us to set up a special fund for each product and somehow know where each penny of our taxes come from and that is just not practical. She said what this allows us to do is take a GRIP application, set a budgeted amount every year and reimburse that way and it also cleans up some typographical errors.

Mayor Boss said we are merely making it easier to pay the invoices on this.

City Attorney Schreiber stated it will become easier on the Finance department because what happens is when Gross Receipt taxes are paid to the State, the State just sends us a check 60 days later and we don't have a breakdown of where the money goes without seeing the actual invoices. She explained how this will help.

Mayor Boss moved to approve item 15 but read the subject matter for item 16.

Mayor Boss moved to approve.

Commissioner Wright seconded the motion.

Roll call vote was taken.

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

17. Consider, and act upon, first publication of Ordinance 1572 adding Section 14-01-015 to the Alamogordo Code of Ordinances clarifying the requirements for refuse collection. (Petria Schreiber, City Attorney) (Roll Call Required)

Mayor Boss asked City Attorney Schreiber if she was pulling the item. She said yes.

18. Consider, and act upon, first publication of Ordinance 1573 approving the project participation agreement for a LEDA project proposed by Big Wave Express, Inc for funding to complete paving and construction of the tunnel car wash at 909 S. White Sands Blvd. (Petria Schreiber, City Attorney) (Roll Call Required)

City Attorney Schreiber said this is for a Car Wash and \$493,560 is being request for infrastructure. She said this does not represent the total cost of the project, there is private monies going towards this project, so it is part of the project. She said she was asked if this is a retail business. She said when we look to the State Statute for retail business, the State defines a retail business as a business that is primarily engaged in the sale of goods or commodities at retail and it has further qualifiers that we do qualify for. She said there are legal definitions of goods and commodities. She said these are tangible items. She said it is different than going to a restaurant, but you could probably make an argument that a restaurant you are served food, but a restaurant is considered by the State as service. She said when she called the economic department their General Counsel talked to her how this is not settled in Law currently. She said this is a Commission decision this evening. She said when you talk about a business that is primarily engaged in the sale of goods and commodities at retail, the only good or commodity that she can think of or the State can think of, is the water itself which is not something after your car has been washed that you walk away with. She said she know that is going to be one of this Commission's concerns. When we look at this project we need to understand that we are looking at it, it is not a well settled area of Law. She again gave the definition of a retail business and said when she reads that as a lawyer, she does not read it as a car wash as being a retail business, but it is not settled in this State, so that is the status of that law.

Mayor Boss asked City Attorney Schreiber what did the State to her and how did they phrase that. She answered that it is not a well settled area of law and that it is up to interpretation. She said it is up to the Commission this evening whether a car wash is a business that is primarily engaged in a good or commodity. She said she has the legal definition of goods and commodities if the Commission is

interested in hearing them. She said this is a project that qualifies in every other way. She said this is a car wash that is different than anything we have currently.

Commissioner Sikes asked if this town needs another car wash and if there was a marketing study done. She also asked if we looked at marketing studies if there is a reasonable need for a car wash because should there not be \$493,560, she know we invoice as we go, but that is a lot of money for the business developer to be out of should their business not do well. She said granted she has been in line at car washes but based on our water situation, she wonders that the marketing study has proven that this is a need for the community.

Mayor Pro-Tem Baldwin said he does not believe that would be for the Commission to determine.

Commissioner Hernandez asked City Attorney Schreiber how this was different from other car washes that we have here. She stated that we have several types of car washes. She said we have a business-like Desert Suds where you walk over and hand them your keys and they do everything, or we have some where you drive through and then you can pay for vacuuming afterwards. She said this is one where your car would go through and there are free vacuums that you could do yourself. She said it is similar to something, but it is something that we don't have exactly the same thing currently.

Commissioner Hernandez asked if it qualifies because it is different. She said the non-compete part that she thinks he is referencing is only for retail businesses.

Commissioner Rardin said in his eyes it is a retail business. He said you are selling a service, it is strictly service, but it is retail. He said he thinks they need to be very careful what they decide to do on this tonight. He said in order for the City to use this for retail business, they have to put the question back on the ballot and they have to get voter approval per the State Bill.

City Attorney Schreiber said they just changed it in the last Legislative session that we need to go back in and amend our Ordinance. She said they have talked internally that if there is a project that is strictly retail and that is something that we see, we cannot do it right now, it needs to go back on the ballot.

Commissioner Rardin asked if the State is giving us the authority to change our Ordinance without voter approval. City Attorney Schreiber said no and apologized if she mis-communicated. She said what she is saying is that when she talked with the State, no one is clear on this if this is a retail project or not. She said they cannot say yes and they do not say no.

Commissioner Rardin asked her if they went to court and you had to defend it, what would she do. City Attorney Schreiber said when she looked at the definition of a good and a commodity, she cannot see anything tangible coming out of here. She read the definition of a good and the definition of a commodity. She said she thinks we have a strong argument that this is a service and not a retail establishment, but again she wants the Commission to understand that this is not settled.

Commissioner Rardin said he thinks it is both. He said this is a gray area and they need to be very careful. He said they are going to set a precedence and he feels that it is a retail business, it may or may not fit the definition but it's an area they need to be careful with. He thinks they are 100 percent legal. He said we really don't the Attorney General's Office or the State Auditor down here slapping us around for giving away money when we shouldn't have.

Commissioner Payne said she is looking at the payroll because they primarily approve LEDA based on how it is going to enhance our economic development. She said the Store Manager is on payroll for \$1,000 a week. She asked Mr. Worthan if the Store Manager was going to be him, a family member or somebody else. Mr. Worthan answered it would be his son. She asked what Store Manager means and if they are going to be selling anything. He answered no, facility manager might be a better word for it. Commissioner Payne said she sees that he has three Assistant Managers at 40 hours a week. She asked if the owner needed three assistant managers. He said seven days a week 12 hours a day. Commissioner Payne said not that it is any of her business, but it does affect payroll.

Mayor Boss asked him how many hours a day he said. The owner said about 12 and they might slow it down in the winter.

Commissioner Payne was confused on the attendants and asked what they are going to be doing. Mr. Worthan explained the process. She said she noticed that he has more attendants, but they are only like 14 hours a week or 18 hours a week. He said for peak days and some students. Commissioner Payne said she is only questioning it because she is looking at it from an economic development standpoint, job creation and that kind of thing and she is thinking that some of these jobs are only 14 to 18 hours a week. He said to someone that needs a part-time job it is important. He said \$9 an hour is what LEDA is based on. Commissioner Payne said she is looking at it from a standpoint of asking us to give you almost half a million dollars based on job creation and some of these jobs are only 14 or 18 hours a week.

Mr. Worthan asked if she has an annual estimate. City Attorney Schreiber said it is in the application.

Mayor Pro-Tem Baldwin asked Mr. Worthan if he was building this building prior to finding out about the LEDA funding. He answered correct. Mayor Pro-Tem Baldwin asked whether or not he gets the LEDA funding his business is going up regardless. Mr. Worthan said some of this projects they intended to do after in business and this would expedite some of things they want to see done. Mayor Pro-Tem Baldwin said as you can hear from our Attorney that LEDA funding is very specific. Mr. Worthan said he feels that they researched that very well.

Commissioner Rardin said he agrees with Mayor Pro-Tem Baldwin in that he appreciates them coming to the community. He said our own LEDA Ordinance, this is where we need to be careful. He said they are violating their own ordinance there.

Mr. Worthan stated they have over 13,000 gallons in reclaimed water and each wash would use about 32 to 34 gallons of water. He said just for comparison In bay uses about 68 gallons and the average driveway washer at home uses a little over 100 gallons of water. Commissioner Rardin said he would agree with that.

Commissioner Rardin read the Ordinance and said when this was setup the City looked at it, they wanted the higher wages. Mr. Worthan said again that is all LEDA would allow. He said they are paying more than that for the hourly rate, but they are only able to apply \$9 an hour towards the LEDA fund.

City Attorney Schreiber stated that was not correct. She said with the Project Participation Agreement actually calls for is producing 12 new full-time jobs of an hourly wage of at least \$9 dollars, but the business will get credit for every \$1 it pays in payroll for a new full-time job, so if the business chooses to pay somebody \$14 an hour or \$16 an hour, we would credit that against what we given and that is in the agreement. She said anything under \$9 an hour we don't reimburse. She said to be clear it is for 12 new full-time jobs at an hourly wage of \$9 an hour, so the job would need to be full time to get that credit.

Commissioner Rardin asked in the event that something happens, and you were to shut down the facility. City Attorney Schreiber said it's a performance bond, so it is a company Mr. Worthan goes through and they issue us a bond, we attach all of these agreements to it and there is a period of cure in here that we send a default letter and give them an opportunity to cure it, if not we can exercise that bond and recoup our funds.

Commissioner Wright said he mirrors Commissioner Rardin and Mayor Pro-Tem Baldwin, he appreciates the work and bringing new jobs, but he abstained from voting.

Mayor Pro-Tem Baldwin said he feels more comfortable for the sake the owners and for the sake of the project important to new business, he would recommend to table this tonight. He said he would like to

look in this a little more.

City Manager Paluch said she does not believe that we are going to get clear direction on this because of what City Attorney Schreiber spoke about earlier. She said if we do table this, of course we can do research, but she does not know if they can bring back a clear answer.

City Attorney Schreiber said Mr. Worthan did put a GRIP application in and understanding if the Commission does not want to move forward with the LEDA, we could move forward with the GRIP application, like we did for other businesses. She said that is something beneficial for Mr. Worthan to know instead of tabling it and we can't move forward on either application. If the Commission wanted to make a decision this evening, we could at least move forward on something.

Mayor Pro-Tem Baldwin stated it was not his intention to get information back from staff. He said this was for him. He said he did not want to make a decision tonight on their business application without finding some more facts. He said if the Commission chooses to vote for it tonight he is going to abstain.

Mayor Boss asked if they can get a letter from an Attorney who is independent and give them an opinion on this. City Attorney Schreiber said absolutely but the minimum cost on that will cost about \$7500 and would eat up about three quarters of her legal opinion budget so she would just ask the Commission that we wait for the new fiscal year to roll over, so she has a budget to do that and keep in mind that there will not be a whole lot of money for additional legal opinions going forward.

City Manager Paluch stated she does not recommend that.

Commissioner Rardin said they can write a letter to the Attorney General's Office requesting clarification on that of whether it meets the criteria of a retail business.

City Attorney Schreiber told Commissioner Rardin that the Economic Development Department are not even clear on this. She said she does not know that the AGs Office is going to be clear on this, but right now we are getting opinions back from mid-2017.

Commissioner Rardin said it may be a year before we get any kind of opinion back. He said the only way they are going to have any way to interpret the law is when lawsuits get filed, then you have case law. Something like that is probably not going to go to the courts anytime soon to where we have a way to determine whether it is legal or not legal. He said he wants to side with caution.

Commissioner Hernandez said he agrees with the business coming to town. He said he received a lot of calls from OCEDC with concerns about this with a lot of the things that Commissioner Rardin brought up and things that he was concerned with as far as how the money is being spent and what is documented. He has a hard time supporting it, unless we get something that says this is good to do. He said this is processed by the voters. He said we have to be careful with that on what we do and how we do it. He said if the project is there and that staff says absolutely not a problem, but he is not hearing that tonight.

Mayor Boss asked if they wanted to table it.

City Attorney Schreiber agreed. If the Commission is just not comfortable she thinks it would behoove us to at least allow him to process the GRIP application paperwork that her office already has and move forward with that.

Commissioner Rardin said he believes they will not get clarification on this issue.

City Attorney Schreiber said until there is any significant case law in this area we are not going to get any clarification.

City Manager Paluch said the Commission needs to decide if you want to be that case law.

Commissioner Rardin moved to deny.

Commissioner Hernandez seconded the motion.

Roll call vote was taken.

Motion carried with a vote of 5-0-2. Mayor Pro-Tem Baldwin and Commissioner Wright abstained from voting.

19. Consider, and act upon instituting stage 1 water rationing per ordinance 28-03-035. (Larry Garner, Director of Public Works)

Facility Manager Garner gave some history and information on the water system as where we were and where we are right now. He talked about our water resources and some of the challenges they are facing. He talked about the Desalination Plant and where they are on this project. He said the reports on this continue to get worse. He showed a power point presentation. (See blue book for Power Point).

Mayor Boss said the we are using 50 percent more than we used the same day last year. He said he knows the temperatures are a lot higher, but it is a tremendous amount more water.

Facility Manager Garner said usually we are up around 4 or 5 million gallons daily, now we are up around 8 million gallons right now, especially with the disadvantage of not having the influx of the water system coming in. He said we are recommending that we go into stage 1 water rationing. He discussed the details of the ordinance for rationing. He said time will tell if we need to go further than stage 1 rationing.

Mayor Boss agreed with what Facility Manager Garner. He said we need to do it. He said he looks at the report every day. He talked about the usage.

Commissioner Rardin said he was concerned with the consumption as well and asked how we are using that much water. He also asked if we had any large leaks somewhere and are we going to see this in our water rates that we are collecting in fund 81. He is concerned with consumption

Assistant City Manager Cesar said what we are experiencing now is what we experience back in 2005 and 2006. He talked about contributing factors that reduce the water sources. He said the direction to utility maintenance crews is if there is a water leak no matter how minor those will be addressed immediately. He said the last time we had water restrictions or water rationing the previous Commission said we'll except a little bit of water loss, we want to see you cut back on overtime. He said they have gone away from that and if there is a leak it is addressed immediately. The increases that you are seeing it's not because we have a water leak.

Commissioner Sikes asked Assistant City Manager Cesar when the last time was we were in stage 1, was it in 2005 and 2006. He answered yes, they actually went beyond stage 1, they went to stage 2 and were very close to stage 3. She said they have not had any rain and she is watering her yard more than she has in the past.

Mayor Boss asked Assistant City Manager Cesar if the rain is going to be an overnight solution. He said if it rains it will not be an overnight solution. He said hopefully when we hit our normal monsoonal flows, we will see demand go down because people are not having to water their lawns.

Facility Manager Garner said on May 10th the State issued a drop condition. He said it is not just the City of Alamogordo that is being hit hard, it is the entire State. He said he got the latest water report today and when you jump from 21 days of storage to 19, that is a matter of a couple of days.

Commissioner Hernandez asked Facility Manager Garner if well number six is still our main well. Assistant City Manager Cesar nodded yes. He said yes but that goes into our Green.

Commissioner Hernandez said most of the wells are pumping into the Green and so we need to get a plan together on how we can divert that into the transmission line or whatever we need to do to pump it in to town. He said when well number six goes down it really hurts us. He asked if we can look at how we can divert those over that would be great. He said on the presentation he has the hours of watering backwards.

Public Works Director Garner said the fixes they are looking at as far as those wells are concerned, the quickest and easiest fix would be to get another storage tank right next to green so that we would have two, but those are not cheap.

Commissioner Hernandez said even a diversion to divert the water. He said green is an old tank. If something were to happen we would be down until we were able to divert that water.

Assistant City Manager Cesar said the most cost-effective way is the second reservoir. He said what they run into with the La Luz well field is we cannot just tie those into the transmission line and send that water to the City. He said that water has to be treated and has to have a certain retention time for the sodium chloride to disinfect the water. He said the second tank is something they looked at years ago. This is not a new plan, we have just had funding constraints over the years. This is on the ICIP, it is one of the items we looked at through the budgetary process, but before building a new tank we need to address the reservoirs that we have currently.

Mayor Pro-Tem Baldwin said he does not believe the City is doing anything weird by doing this. He said the argument of going into water rationing shouldn't really be an argument, it should be what you supposed to do when things are bad. He asked if we have any other sources that we are not currently getting water from that we could get water from. Public Works Director Garner said at this time no. Mayor Pro-Tem Baldwin said if we had access to some other water it would be the process he would prefer to go.

He said let's not do anymore GST restoration during the summer time. Public Works Director Garner said the reason that happened the way it did is once we got funding to move forward there are only so many companies that go around and do these tanks and ideally the best time to do it is during the winter time. He said we were lucky to get them started in January, but they are difficult to get them done during the winter because everyone wants them done in the winter. Commissioner Hernandez said there is also temperature requirements for the coatings. Assistant City Manager Cesar stated it was a one-year project. Commissioner Hernandez said this coating system should last longer because it was done during the peak requirements versus doing them in the cold.

Mayor Pro-Tem Baldwin stated he had a real issue doing this.

Commissioner Rardin said realistically, the Green reservoir we are about 5 or 6 weeks out. He agreed with Mayor Pro-Tem Baldwin about having to go to stage 1 rationing when they are trying to promote our town.

Public Works Director Garner said they sent out a PSA trying to get people to conserve water before we came to this conclusion.

Commissioner Rardin said if he can send out the reports out daily. Assistant City Manager Cesar stated they are have an issue with the programming.

Mayor Boss said if they do not instigate stage 1 and we run out of water, those people are going to be a lot madder at the City than the people we are trying to change our image to. He asked the Commission if it is obvious that they need to go into state 1 rationing.

Commissioner Payne said it is not a punishment it is for the good of our City. Mayor Boss sated they have to do this. She said step 1 is sending out a PSA, and now they are talking about actually

implementing stage 1. She said she does not see that they have an option.

City Manager Paluch stated the PSA was sent out to the public to start conserving water. She said if the Commission decides to go into stage 1 rationing, not only will another PSA go out, but they will blast social media, our website, we'll get in touch with our Radio Stations and all of our media outlets.

Mayor Pro-Tem Baldwin suggested they state the reasons why.

Commissioner Rardin said maybe they can have a special meeting next week and keep an eye on it.

Commissioner Wright asked Public Works Director Garner if that six weeks is for filling, flushing and re-filling that tank. He said it is for getting it back online. Commissioner Wright said we could have the additional water in that tank within a six-week period. He answered that is what their goal is.

Mayor Boss asked Public Works Director Garner if they pump raw water into that tank and then does it go to the treatment plant. He answered we have raw water coming from the Las Luz filter plant but the water that you are asking about, we pump from the wells into green. Mayor Boss said you cannot pump directly from the well into the tank and then distribute it. Public Works Director Garner said it has to go to the filtration system.

Commissioner Payne asked what is the biggest effect of going into stage 1. She said she gets that we can't have fund raising car washes, she thinks they should not allow car washing anyway. She said they can still fill their swimming pool. She said the benefits outweigh the sacrifice.

Mayor Boss moved to approve.

Commissioner Hernandez seconded the motion.

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

Mayor Pro-Tem Hernandez said for the record, he has a well at his house.

20. Appointments to Boards and Committees. (Richard Boss, Mayor)

Mayor Boss read the openings and appointed Manuel Gonzales, Jr and Erich Wuersching to the Airport Advisory Board, Phillip Tashash to the Airport Zoning Board, and Thomas L. Knox to the Parks and Recreation Board and Jeremy York and Christine M. Davis to the White Sands Beautification Committee. No one was opposed.

EXECUTIVE SESSION

21. Recess into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss the possible disposal (requested donation) of real property located at Fairgrounds and White Sands Blvd to Otero County. (Roll Call Vote Required)

Commissioner Rardin moved to recess into Executive Session at 9:42 p.m.

Commissioner Wright seconded the motion.

Roll call vote was taken.

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

RECONVENE INTO OPEN SESSION

Commissioner Rardin moved to reconvene into Open Session at 10:01 p.m.

Commissioner Hernandez seconded the motion.

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

22. Consider, and act upon, the possible donation of real property located at Fairgrounds and White Sands Blvd to Otero County.

Commissioner Rardin moved to take no action.

Commissioner Wright seconded the motion.

Roll Call vote was taken.

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

ADJOURNMENT

Commissioner Rardin moved to adjourn at 10:02 p.m.

Commissioner Hernandez seconded the motion.

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

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)

Approved at the Regular Meeting held on June 26, 2018.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/21/2018

Report No: 3.

Submitted By:

Subject: Consider, and act upon, the approval of Resolution No. 2018-29 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of New Mexico, for the revised budget figures computed as of June 26, 2018. *(Julianne Hall, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

SUMMARY OF CHANGES

Beginning Cash Balances: \$0

Revenues: \$111,460 Increase

Expenditures: \$190,922 Increase

Transfers In/Out: \$0

Net Impact: \$(79,462) Decrease

Recommendation: Approve Resolution No. 2018-29

Background: The City Commission adopted the Fiscal Year 2018 Preliminary Budget on May 23, 2017. The Department of Finance and Administration granted written approval of the City of Alamogordo's Fiscal Year 2018 Final Budget on August 30, 2017. Resolution No. 2018-29 amends the budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of revisions are attached for your review.

RESOLUTION NO. 2018-29

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2017-2018.

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

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written approval to the City of Alamogordo, New Mexico's annual budget on August 30, 2017, for fiscal year 2017-2018; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2017-2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2017-2018 be and hereby is revised as of June 26, 2018 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2017-2018 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on June 26, 2018 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2017-2018.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 26th day of June 2018.

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

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

ALL FUNDS SUMMARY
BUDGET 2017-2018

1/12TH REQ. RSRV
1,228,588
Fund Reserve Policy
487,127
Bal. Remaining
4,206,761

FY18 BUDGET - RESOLUTION 2018-29 (#10) June 26, 2018

FUND NO.	FY 2017-2018 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	9,237,045	17,372,214	1,046,552	6,990,278	(5,943,726)	14,743,057	5,922,476	1,715,715	4,148,831
	Revision #4	-	-	-	7,008	(7,008)	-	(7,008)		
	Revision #5	-	-	-	50,922	(50,922)	-	(50,922)		
	Total Revised Fund 11	9,237,045	17,372,214	1,046,552	7,048,208	(6,001,656)	14,743,057	5,864,546		4,148,831
12	INTERNAL SERVICE FUND	-	491,845	2,915,860	-	2,915,860	3,323,445	84,260		84,260
15	CORRECTIONS-JAIL	20,023	93,428	84,054	1,530	82,524	190,975	5,000		5,000
16	LODGER'S TAX-PROMOTIONAL FUND	151,135	231,102	-	4,584	(4,584)	301,671	75,982		75,982
17	POLICE COURT BOND	10,738	-	-	-	-	-	10,738		10,738
19	COURT AUTOMATION FUND	24,415	81,592	-	29,303	(29,303)	65,467	11,237		11,237
20	LODGER'S TAX-CITY	203,807	409,049	208,987	45,445	163,542	674,473	101,925		101,925
	Revision #2	-	-	-	-	-	64,218	(64,218)		(64,218)
	Total Revised Fund 20	203,807	409,049	208,987	45,445	163,542	738,691	37,707		37,707
21	D.A.R.E. DONATIONS FUND	21,698	5,117	-	-	-	13,309	13,506		13,506
22	DESIGNATED GIFT FUND	25,432	-	-	25,432	(25,432)	-	0		0
24	GRANT CAPITAL IMPROVEMENT	-	267,249	-	-	-	172,765	94,484		94,484
27	MUNICIPAL COURT OPERATIONS	-	10,000	414,230	6,977	407,253	412,171	5,082		5,082
28	POLICE CONTINGENCY	49,810	11,367	-	-	-	7,500	53,677		53,677
31	CEMETERY-PERPETUAL CARE	808,115	22,128	-	-	-	-	830,243		830,243
32	COMMUNITY SERVICES	1,775	742,895	3,880,343	519,875	3,360,468	4,081,967	23,171		23,171
	Revision #4	-	-	7,008	-	7,008	7,008	-		-
	Total Revised Fund 32	1,775	742,895	3,887,351	519,875	3,367,476	4,088,975	23,171		23,171
33	FIRE PROTECTION	558,188	824,905	-	-	-	1,335,577	47,516	45,056	2,460
36	LAW ENFORCEMENT FUND	-	109,528	-	-	-	109,528	-		-
37	STATE HIGHWAY FUND	120,241	37,754	-	752	(752)	28,200	129,043		129,043
38	TRAFFIC SAFETY FUND	56,481	23,483	-	-	-	28,000	51,964		51,964
39	STATE JUDICIAL	21,037	75,500	-	-	-	75,500	21,037		21,037
40	AIRPORT IMPROVEMENT PROJECTS	12,763	-	-	-	-	-	12,763		12,763
	Revision #1	-	-	-	12,763	(12,763)	-	(12,763)		(12,763)
	Total Revised Fund 40	12,763	-	-	12,763	(12,763)	-	0		0
42	1984 GROSS RECEIPTS TAX	3,461,622	1,716,806	-	4,562,228	(4,562,228)	-	616,200	217,173	399,027
	Revision #6	-	-	-	212,286	(212,286)	-	(212,286)		(212,286)
	Total Revised Fund 42	3,461,622	1,716,806	-	4,774,514	(4,774,514)	-	403,914		186,741
44	TRANSPORTATION FUND	8,661	3,837,589	1,641,681	160,620	1,481,061	5,174,436	152,875		152,875
	Revision #6	-	-	212,286	-	212,286	-	212,286		212,286
	Total Revised Fund 44	8,661	3,837,589	1,853,967	160,620	1,693,347	5,174,436	365,161		365,161
48	NEW MEXICO C.D.B.G.	-	170,512	-	170,512	(170,512)	-	-		-
49	1986 GROSS RECEIPTS TAX	9,568,712	1,790,270	-	10,039,579	(10,039,579)	572,945	746,458	268,113	478,345
50	PROPERTY ACQUISITION	76,821	-	-	-	-	-	76,821		76,821
53	GENERAL OBLIGATION	770,189	6,714,897	-	-	-	6,610,833	874,253		874,253
	Revision #1	-	-	7,704	-	7,704	-	7,704		7,704
	Total Revised Fund 53	770,189	6,714,897	7,704	-	7,704	6,610,833	881,957		881,957
54	REVERSE OSMOSIS PROJECT RSV	-	3,906,891	6,339,072	-	6,339,072	9,578,351	667,612		667,612
56	99 GRT FLOOD CONTROL BOND PROJ	230,842	228	3,812,666	-	3,812,666	4,043,207	529		529
59	REVENUE BOND P & I FUND	151,687	3,907	2,700,732	-	2,700,732	2,671,111	185,215		185,215
61	MUNICIPAL INFRASTRUCTURE .0625%	561,853	415,089	-	758,518	(758,518)	-	218,424		218,424
63	COMMUNITY DEVELOPMENT	-	85,490	456,781	52,897	403,884	405,685	83,689		83,689
69	1994 GROSS RECEIPTS	2,158,582	1,702,326	-	2,617,650	(2,617,650)	-	1,243,258	226,408	1,016,850
71	ALAMO SENIOR CENTER	430	776,614	543,637	-	543,637	1,298,953	21,728		21,728
74	ALAMO SENIOR CENTER GIFT	86,101	29,245	-	754	(754)	48,778	65,814		65,814
75	RETIRED & SENIOR VOL. PROGRAM	100	242,913	36,566	19,593	16,973	253,581	6,405		6,405
81	WATER/SEWER OPERATING	13,980,988	14,481,840	2,869,181	2,041,292	827,889	26,510,590	2,780,127	988,773	1,791,354
82	98 JT WATER/SEWER BOND P&I	1,199,542	15,283	1,932,477	-	1,932,477	1,881,221	1,266,081	1,233,281	32,800

**ALL FUNDS SUMMARY
BUDGET 2017-2018**

1/12TH REQ RSRV
1,228,588
Fund Reserve Policy
487,127
Bal. Remaining
4,206,761

FY18 BUDGET - RESOLUTION 2018-29 (#10) June 26, 2018

FUND NO.	FY 2017-2018 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
	Revision #1	-	-	9,939	-	9,939	-	9,939		
	Revision #3	-	-	-	-	-	2,833	(2,833)		
	Total Revised Fund 82	1,199,542	15,283	1,942,416	-	1,942,416	1,884,054	1,273,187	1,233,281	39,906
86	SOLID WASTE COLLECTION SYS.	471,060	2,066,033	110,000	126,980	(16,980)	2,065,342	454,771	320,293	134,478
88	BONITO CAMPGROUND	311,255	67,103	-	-	-	-	378,358		378,358
89	ESGRT .0625%	2,062,446	428,728	-	360,000	(360,000)	275,087	1,856,087	230,180	1,625,907
90	GOLF COURSE	-	1,418,502	260,093	51,151	208,942	1,605,445	21,999		21,999
	Revision #5	-	111,460	50,922	-	50,922	116,863	45,519		45,519
	Total Revised Fund 90	-	1,529,962	311,015	51,151	259,864	1,722,308	67,518		67,518
91	AIRPORT	113,788	759,926	313,332	33,625	279,707	1,116,967	36,454	35,858	596
	Revision #1	-	-	12,763	-	12,763	-	12,763		
	Total Revised Fund 91	113,788	759,926	326,095	33,625	292,470	1,116,967	49,217	35,858	596
94	OTERO GREENTREE REG LANDFILL	4,617,378	1,481,339	-	1,720	(1,720)	4,380,388	1,716,609	1,558,302	158,307
96	SELF-INSURED FUND	480,308	65,411	-	19,000	(19,000)	61,413	465,306		465,306
98	PAYROLL CLEARING	207,283	-	-	-	-	-	207,283		207,283
104	UTILITY DEPOSITS	729,273	-	-	-	-	-	729,273		729,273
105	ECONOMIC DEVELOPMENT	6,956,909	1,067,206	-	-	-	4,272,525	3,751,590		3,751,590
107	SELF INSURED/LIABILITY	1,057,436	7,053	140,640	448,484	(307,844)	505,000	251,645		251,645
109	2004 GRT CAPITAL OUTLAY	11,924,451	3,496,183	-	1,066,589	(1,066,589)	12,107,379	2,246,666	559,361	1,687,305
113	2009 G.O. BOND ACQ FUND	7,704	-	-	-	-	-	7,704		7,704
	Revision #1	-	-	-	7,704	(7,704)	-	(7,704)		(7,704)
	Total Revised Fund 113	7,704	-	-	7,704	(7,704)	-	(0)		(0)
114	SIDEWALKS REVOLVING LOANS	134,786	1,683	-	-	-	32,360	104,109		104,109
115	CORP ESCROW ACCOUNT RESERVE	2,000,000	-	-	-	-	-	2,000,000		2,000,000
116	REG WATER SUPPLY TRANS LN	2,886	-	-	-	-	-	2,886		2,886
	Revision #1	-	-	-	2,886	(2,886)	-	(2,886)		(2,886)
	Total Revised Fund 116	2,886	-	-	2,886	(2,886)	-	(0)		(0)
117	2011 JT W/S REF/IMP REVBD	7,053	-	-	-	-	-	7,053		7,053
	Revision #1	-	-	-	7,053	(7,053)	-	(7,053)		(7,053)
	Total Revised Fund 117	7,053	-	-	7,053	(7,053)	-	0		0
119	2012 GRT REF/IMP REVBD	3,239,079	35,127	448,484	-	448,484	3,540,787	181,903		181,903
121	2015 GO BONDS-FUN CENTER	3,214,127	22,077	-	-	-	3,140,082	96,122		96,122
122	2015 GO BONDS-STREETS	2,098,043	20,407	-	-	-	1,964,484	153,966		153,966
901	HOUSING LOW RENT OPERATING	976,110	887,961	-	-	-	983,951	880,120	197,289	682,831
903	HOUSING HOMEOWNERSHIP OPER	763,810	17,172	-	-	-	25,242	755,740	5,339	750,401
904	HOUSING CAPITAL FUND PROJECTS	-	356,589	-	-	-	356,589	-		-
TOTALS FY2018		84,954,018	69,009,016	30,455,990	30,455,990	-	121,237,259	32,725,775	7,601,141	25,124,634

Prior Resolution

84,954,018 68,897,556 30,155,368 30,155,368 - 121,046,337 32,805,237

Resolution # 2018-29 June 26, 2018

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #1						
Budget revision is to setup transfers to move remaining cash out of these funds in order to close the funds.						
Non-Recurring	40	AIRPORT IMPROVEMENT				
		<i>Transfer Out</i>				
		040-0000-491.18-91	Tran To (91) Airport	0	12,763	12,763
	91	AIRPORT				
		<i>Transfer In</i>				
		091-0000-391.19-40	Tran Fr (40) Airport Improvement	0	12,763	12,763
	113	2009 GO BOND				
		<i>Transfer Out</i>				
		113-0000-491-18.53	Tran To (53) Go Bond P & I	0	7,704	7,704
	53	GO BOND P & I				
		<i>Transfer In</i>				
		053-0000-391.91-13	Tran Fr (113) 2009 GO Bond	0	7,704	7,704
	116	REG WATER SUPPLY				
		<i>Transfer Out</i>				
		116-0000-491.18-82	Tran To (82) Jt. W/S P & I	0	2,886	2,886
	82	Jt. W/S P & I				
		<i>Transfer In</i>				
		082-0000-391.91-16	Tran Fr (116) Reg Water	0	2,886	2,886
	117	2011 Jt. W/S				
		<i>Transfer Out</i>				
		117-0000-491.18-82	Tran To (82) Jt. W/S P & I	0	7,053	7,053
	82	Jt. W/S P & I				
		<i>Transfer In</i>				
		082-0000-391-91.17	Tran Fr (117) 2011 Jt. W/S	0	7,053	7,053
			Total Transfer In	0	30,406	30,406
			Total Transfer Out	0	30,406	30,406

REVISION #2

Budget revision is requested to move remaining trasfer out of project PW1712 and into project CS2030 to pay for additional renovations to the Civic Center.

	20	LODGER'S TAX-CITY'S SHARE				
		<i>Transfer In</i>				
Non-Recurring	PW1712	020-0000-391.19-69	Tran Fr (69) '94 GRT	198,987	(64,218)	134,769
	CS2030	020-0000-391.19-69	Tran Fr (69) '94 GRT	10,000	64,218	74,218
			Total Transfer In	208,987	0	208,987
		<i>Expenditures</i>				
		020-0006-454.61-85	CER Equipment	0	11,000	11,000
		020-0006-454.61-85	CER Equipment	11,000	(11,000)	0
	CS2030	020-0006-454.61-85	CER Equipment	0	11,000	11,000
	CS2030	020-0006-454.63-92	Facility Improvements	49,584	53,218	102,802
			Total Expenditures	60,584	64,218	124,802

REVISION #3

Budget revision is requested to increase the budget for interest and fees on NMFA Loan #17 for the Mobile Desal Facility. Funds are requested from fund balance of 82.

	82	Jt. WATER/SEWER P & I				
		<i>Expenditures</i>				
Non-Recurring		082-0000-472.72-48	Interest NMFA Loan #17	11,268	2,479	13,747
		082-0000-472.73-48	Fees NMFA Loan #17	1,610	354	1,964
			Total Expenditures	12,878	2,833	15,711

Resolution # 2018-29 June 26, 2018

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
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REVISION #4

Budget revision is requested to cover end of year expense. Money is requested from General Fund fund balance.

Non-Recurring	11	GENERAL FUND				
		Transfer Out				
		011-0000-491.18-32	Tran To (32) Comm Service	3,875,209	7,008	3,882,217
	32	COMMUNITY SERVICE				
		Transfer In				
		032-0000-391.19-11	Tran Fr (11) General Fund	3,875,209	7,008	3,882,217
		Expenditures				
		032-6306-452.47-60	Utilities/Water/Sewer/Garbage	25,000	7,008	32,008

REVISION #5

Budget revision is requested to cover end of year over budget amounts in Golf Pro lines.expense. Money is requested from General Fund to cover over expenditure.

Non-Recurring	11	GENERAL FUND				
		Transfer Out				
		011-0000-491.18-90	Tran To (90) Golf Course	260,093	50,922	311,015
	90	GOLF COURSE				
		Transfer In				
		090-0000-391.19-11	Tran Fr (11) General Fund	260,093	50,922	311,015
		Revenues				
		090-0000-314.13-78	19th Hole Rental & Fees	800,000	100,041	900,041
		090-0000-314.13-83	Trail Fees	31,000	2,926	33,926
		090-0000-314.13-84	Cart Rentals	150,000	8,493	158,493
			Total Revenue	981,000	111,460	1,092,460
		Expenditures				
		090-0001-456.57-63	Services-Golf Pro	990,000	116,863	1,106,863

REVISION #6

Budget revision is requested to increase the transfer from Fund 42 to Fund 44 to cover the unexpected expense of have to refund FEMA for an overpayment on project EN1602 Flood repairs.

Non-Recurring	42	1984 GROSS RECEIPTS				
		Transfer Out				
		042-0000-491.18-44	Tran To (44) Transportation	1,474,082	212,286	1,686,368
	44	TRANSPORTATION				
	EN1602	Transfer In				
		044-0000-391.19-42	Tran Fr (42) 1984 GRT	0	212,286	212,286

Resolution # 2018-29 June 26, 2018
Summary of Changes

REVENUES

ITEM #	AMOUNT	TYPE
5	\$ 111,460	Cover year end expense
	<u>\$ 111,460</u>	Total Revenues

EXPENDITURES

ITEM #	AMOUNT	TYPE
2	\$ 64,218	Increase project
3	\$ 2,833	Increase budget for expenses
4	\$ 7,008	Cover year end expense
5	\$ 116,863	Cover year end expense
	<u>\$ 190,922</u>	Total Expenditures

TRANSFERS-IN

ITEM #	AMOUNT	TYPE
1	\$ 30,406	Close funds
2	\$ -	Transfer between projects
4	\$ 7,008	Transfer from General Fund
5	\$ 50,922	Transfer from General Fund
6	\$ 212,286	Transfer from 1984 GRT
	<u>\$ 300,622</u>	Total Transfers-In

TRANSFERS-OUT

ITEM #	AMOUNT	TYPE
1	\$ 30,406	Close funds
4	\$ 7,008	Transfer to Comm Service
5	\$ 50,922	Transfer to Golf Course
6	\$ 212,286	Transfer to Transportation
	<u>\$ 300,622</u>	Total Transfers-Out

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/21/2018

Report No: 4.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, Resolution No. 2018-30 supporting the PetSafe Bark for Your Park Grant Program application for a new dog park. (*Debbie Osborne, Grant Coordinator*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Grant funding in the amount of \$25,000.

Recommendation: Approve Resolution 2018-30.

Background: Our current dog park, Bark Park, was constructed in 2006 with a budget of under \$10,000. The citizens of the City of Alamogordo have shown strong support for the park and a second dog park would give Alamogordo's community members another safe, off-leash space to enjoy with their dogs. Dog parks act as a gathering spot, providing community members a space to engage in conversation and form relationships, while their dogs, play freely, meet other dogs and develop social skills. A new dog park would provide an area for our citizens to enjoy with their dogs and each other when Bark Park is temporarily closed for periodic renovations and improvements to keep the area safe. It would allow increased time for maintenance of both parks providing our citizens the best possible experience.

RESOLUTION NO. 2018-30

**A RESOLUTION SUPPORTING THE A GRANT APPLICATION TO THE PETSAFE BARK
FOR YOUR PARK GRANT PROGRAM**

WHEREAS, the City Commission of the City of Alamogordo of Otero County, State of New Mexico, recognizes the importance of a safe, off-leash area for dogs and their owners;

WHEREAS, a second dog park would provide enough separate enclosed pet usage areas to continue the current level of this recreational service to citizens while allowing other sections of the current dog park to be temporarily closed for periodic renovations and improvements to keep the area in the best repair possible for our citizens and their pets,

WHEREAS, the PetSafe Bark for Your Park Grant Program, sponsored by Radio Systems Corporation, 10427 PetSafe Way, Knoxville, Tennessee, is soliciting applications for a \$25,000 grant to be used for direct costs of development and construction of a dog park,

WHEREAS, the governing body of the City of Alamogordo seeks to receive grant funding from the PetSafe Bark for Your Bark Grant Program.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Alamogordo that the PetSafe Bark for Your Park Grant Program application is hereby supported and endorsed,

BE IT FURTHER RESOLVED that Veronica Ortega, Community Services Director, is the GRANTEE REPRESENTATIVE and shall be authorized to submit any documents pertaining to the project and act as the single point of contact; and,

BE IT FURTHER RESOLVED that the City Commission hereby requests the Radio Systems Corporation, PetSafe Bark for Your Park Grant Program, to consider and approve the City of Alamogordo's grant application.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2018.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney



More parks in more communities

The PetSafe® Bark for Your Park™ grant program is committed to creating safe, off-leash areas for pets and their owners to enjoy for years to come. Bark for Your Park awards 13 communities each year with funding to not only break ground on new parks, but to also help maintain and upgrade existing parks.

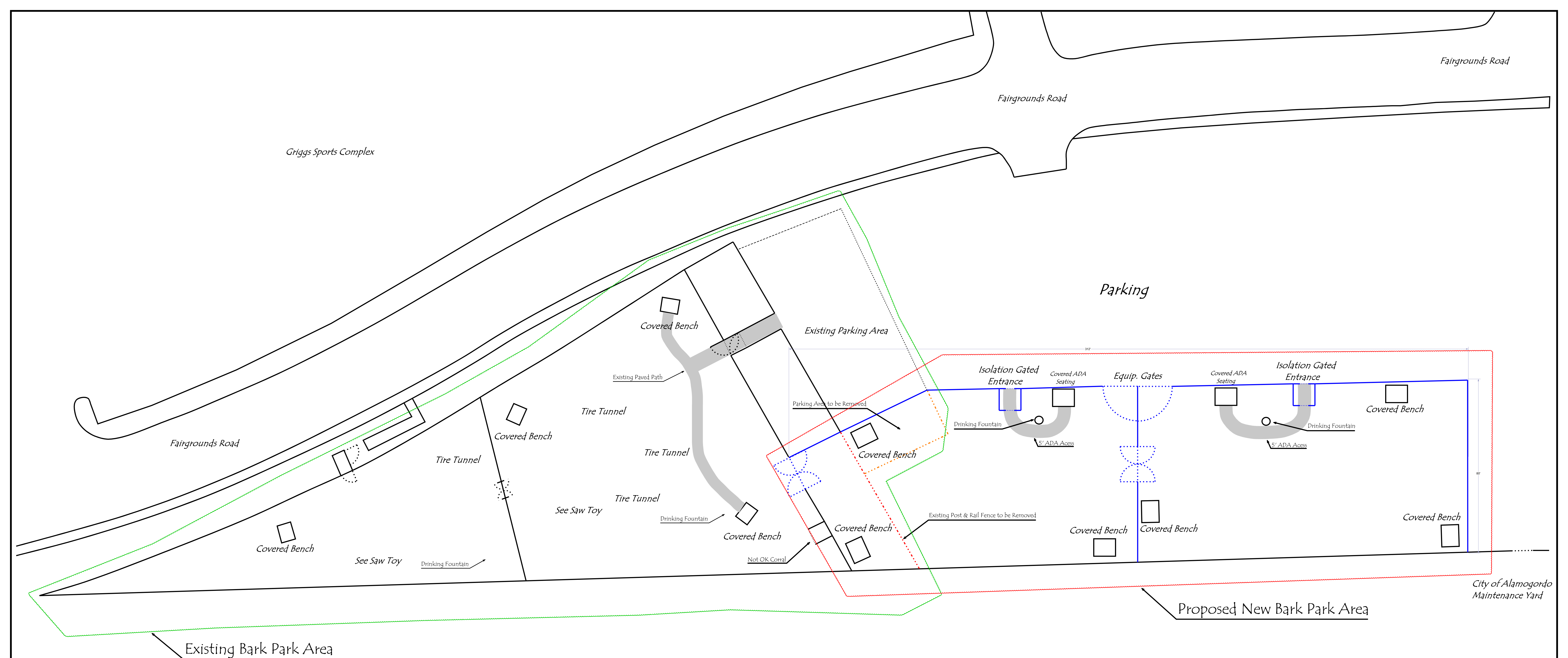
We at PetSafe have always sought to make our very own city, Knoxville, Tennessee, the most pet-friendly city in the United States by building and maintaining dog parks in the area. As the community fell in love with these fun, off-leash areas, we realized we could do the same for cities all over the country. In 2011, PetSafe launched Bark for Your Park.

Making a Lasting Impact

Each year, PetSafe continually seeks new ways to improve the program by listening to dog trainers, shelter workers, retailers, pet lovers and dog owners. We wanted to create a program that would make a lasting impact on communities. The PetSafe® Bark For Your Park™ Grant Program is a win-win-win solution for everyone—13 communities across the country can build a new dog park or maintain and improve their existing dog park.

We're committed to upholding the PetSafe brand values, continually improving Bark for Your Park programs and helping communities across the country create safe and fun dog parks for dogs and their owners to enjoy for years to come.





Desirable Elements to be Included:

- | | | |
|------------------|-----------------------|------------------------|
| Irrigation | Pet Toys: | 4' Chain Link Fencing |
| Water Fountains | Raised Discs | Double Gated Entrances |
| Covered Seating | Raised Ramp/Walkways | Equipment Gates |
| Grass | Tunnels | Trash Cans |
| Trees | Upright Agility Posts | Pet Waste Dispensers |
| Paved ADA Access | See Saws | Benches |

PROJECT:
New Bark Park
Griggs Sports Complex
Alamogordo, NM

SHEET DESCRIPTION:
Bark Park

City of Alamogordo
1376 E. 9th
Alamogordo, NM 88310
575-439-4139

REVISIONS:
None

DATE:
6/13/2018
JOB NUMBER:
NA

DRAWN BY:
Erik Marion
CHECKED BY:
V. Ortega
E. Balderama

SCALE:
1" = 20'

SHEET:
1 of 1

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/21/2018

Report No: 5.

Submitted By: Evelyn Huff

Subject: Consider and act upon the approval of Resolution No. 2018-32, requesting approval of HUD Form 52574 - PHA Board Resolution Approving Operating Budget for Fiscal Year 2019 budget. (*Evelyn Huff, Housing Authority Manager*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the resolution

Background: Each year HUD requires that Housing Authorities submit HUD Form 52574 - PHA Board Resolution Approving Operating Budget. Housing Authorities are required to submit this form to the field office by July 1. The commission reviewed the Housing Authority budget as part of the overall city budget during the budget hearings.

RESOLUTION NO. 2018 - 32

**A RESOLUTION REQUESTING APPROVAL OF HUD FORM 52574 - PHA BOARD
RESOLUTION APPROVING OPERATING BUDGET**

WHEREAS; HUD requires submission of HUD Form 52574 annually: and,

WHEREAS; the HUD Form 52574, for Fiscal Year 2019 has been prepared in accordance with HUD guidelines;

WHEREAS; the Fiscal Year 2019 Housing Authority Operating Budget has been prepared in accordance with HUD guidelines and city policy;

WHEREAS; a copy of HUD Form 52574 is attached and incorporated herein;

BE IT THEREFORE RESOLVED by the City Commission of the City of Alamogordo, New Mexico; that the Housing Authority's HUD Form 52574 is approved and the Mayor is given authorization to sign HUD form 52574

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Alamogordo this 26th day of June, 2018.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 07/31/2019)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of the City of Alamogordo PHA Code: NM004

PHA Fiscal Year Beginning: 7/1/2018 Board Resolution Number: 2018-32

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☒ Operating Budget approved by Board resolution on: 06/26/2018
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☐ Operating Budget revision approved by Board resolution on:
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Richard A Boss	Signature:	Date:
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AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/21/2018

Report No: 6.

Submitted By: Veronica Ortega

Subject: Consider, and act upon, the receipt of State contract to fund Retired and Senior Volunteer Program, Senior Companion Program and Foster Grandparent Program for FY19. *(Peter McKown, Senior Center Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Fiscal impact: \$67,750.00

Amount Budgeted: \$67,750.00

Fund: 075-0000-317-1641 / State Co-op SCP

Fiscal impact: \$67,500.00

Amount Budgeted: \$67,500.00

Fund 075-0000-317-1642 / Foster Grandparent

Fiscal impact: \$40,750.00

Amount Budgeted: \$40,750.00

Fund: 075-0000-317-1640 / State Grant RSVP

Recommendation: Approve the grant.

Background: New Mexico Aging and Long-term Services Department is offering a grant to fund our volunteer programs (Retired and Senior Volunteer Program, Senior Companion Program, and Foster Grandparent Program) for FY 19.

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT #19-624-4000-0014

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

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

2. Compensation.

A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$176,000.00 as listed in Attachment 2. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Department when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

postmarked. However, the Department shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT. This Agreement shall terminate on **June 30, 2019**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) or for any other reason allowed by law. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

B. Notice; Department Opportunity to Cure.

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

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Department's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. This provision is not exclusive and does not waive the Department's other legal rights and remedies caused by the Contractor's default/breach of this Agreement.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

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

20. Indemnification.

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

21. Invalid Term or Condition.

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

22. Enforcement of Agreement.

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

23. Notices.

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

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

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

24. Authority.

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

EXECUTED AND AGREED TO by signatures below.

By: _____
Aging and Long-Term Services Department

Date: _____

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

Date: _____

By: _____
ALTSD's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

ATTACHMENT 1

SCOPE OF WORK

ALTSD Contract #19-624-4000-0014

Between

**New Mexico Aging & Long-Term Services Department and
CITY OF ALAMOGORDO**

A. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, “Services” is defined as the Foster Grandparent Program, the Senior Companion Program, and the Retired and Senior Volunteer Program. Descriptions and authorizations for the Services are set forth, below. The Services should produce results that support ALTSD’s mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home and contributing to the community.

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

Both the **Foster Grandparent Program (FGP)** and the **Senior Companion Program (SCP)** engage persons aged 55 and older, particularly those with limited

incomes, in volunteer service to meet critical community needs and provide a high quality experience to enrich the lives of the volunteers.

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

B. POPULATIONS TO BE SERVED

The Contractor shall be responsible for the provision of Services as follows:

1. **FGP** volunteers shall serve children under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, in order to maintain or improve the children's health status and psychosocial functioning.
2. **SCP** volunteers shall serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.
3. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in: Otero County; which shall be referred to as the "Service Area."

C. RESPONSIBILITIES OF THE CONTRACTOR

1. Program Requirements:

- a. The Contractor must be designated as an official Senior Corps program through the federal Corporation for National and Community Service (CNCS) in the designated Service Area.
- b. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.

- c. The Contractor shall comply with all current rules and regulations pursuant to the Laws of the State of New Mexico (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and CNCS federal statutes, regulations and guidelines applicable to each of the Services.
- d. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to: management, supervision, service provision coordination, accounting, data collection and reporting.
- e. The Contractor shall be responsible for outreach, recruitment and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.
- f. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and activities by which each volunteer will be measured as well as documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of a volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.
- g. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees, as mandated by CNCS prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.
- h. The Contractor shall ensure that each volunteer meets the eligibility criteria as specified by CNCS program guidelines as required in the federal program regulations.
- i. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers in accordance with the CNCS program handbook. The Contractor shall provide to the Department all CNCS required paperwork and forms within 5 days of the Department's written request.

- j. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the CNCS program handbook and in coordination with its Advisory Council. Recognition events shall be provided as resources permit but in no event less than one time a year, without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition events and attendees in its bi-annual report to the Department.

2. Performance Measures/ Fiscal Requirements:

- a. The Contractor shall submit an annual budget and justification for each program to coincide with awarded amounts within 30 days of the award of the contract. Separate budgets, justifications and program plans are to be submitted for each program - FGP, SCP, RSVP, and each Service Area, administered by the Contractor.
- b. The Contractor shall submit to the Department on a monthly basis a Request for Reimbursement and Service Data Report (Request for Reimbursement) utilizing the form provided by the Department. The Request for Reimbursement shall be due the 12th day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due as required by the Department each year. Every third monthly Request for Reimbursement must reflect at least the expenditure of a minimum of one quarter of the annual contract appropriation until all funds are spent. Failure to expend at least one quarter of the annual contract appropriation each quarter (until all funds are spent) may result in sanctions, up to and including reduction in the contract appropriation. All Requests for Reimbursement must include supporting documentation from the entity's accounting system, as well as a year-to-date data report capturing all Services provided for through the previous month.
- c. The Contractor shall submit to the Department, as required by the Department at its sole discretion, any Budget Adjustment Request(s) (BARs) for review and approval. BARs may not be submitted to the Department after March 31st.

3. Performance Measures/ Reporting Requirements:

- a. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year, using a standardized reporting form provided by the Department. The due dates for the reports are as follows:
 1. **February 1st for the period July 1–December 31**
 2. **August 1st for the period January 1– June 30**
- b. The Contractor shall submit quarterly volunteer data reports for the contract year utilizing the Quarterly Data template provided by the Department. Each report is due no later than the 25th of the month following the end of the quarter for which data is being reported.
- c. The Contractor shall submit a copy of the current Progress Report Supplement for funded program(s) as required by CNCS to the Department by December 1.
- d. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

D. SERVICE PROVISION

1. The Department has adopted the CNCS Volunteer Program Handbook based on federal regulations for each respective program as the operating standards for state funded projects. The Services are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSYs) is equal to 1,044 hours of volunteer service. Volunteer stipends are paid at \$2.65 per hour.

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

- a. **FGP:** Recruit and place a minimum of 15 Volunteer Service Year (VSYs) in schools, child care centers and other congregate settings for children in Otero County, to provide a minimum of 15,660 hours of service during the contract period.

The goals of FGP are to:

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

Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

- b. **SCP:** Recruit and place a minimum of 12 Volunteer Service Year (VSYs) in the homes of frail and disabled elders in Otero County, to provide a minimum of 12,528 hours of service during the contract period.

The goals of SCP are to:

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

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

- c. **RSVP:** Recruit and place a minimum of 284 volunteers in community placements in Otero County, to provide a minimum of 115,000 hours of service during the contract period.

The goals of RSVP are to:

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

Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.

Attachment 2- Budget
Contract # 19-624-4000-0014
CITY OF ALAMOGORDO
Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

SERVICES	AMOUNT
Foster Grandparent Program	\$67,500.00
Senior Companion Program	\$67,750.00
Retired Senior Volunteer Program	\$40,750.00

The total amount payable under this Contract shall not exceed \$176,000.00

Services will be provided to ALTSD-approved participants every month of the contract year in: Otero County.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/21/2018

Report No: 7.

Submitted By: Bob Johnson

Subject: Consider, and act upon, Change Order No. 6, Public Works Bid No. 2017-001, to Smithco Construction, Inc., related to the 1-MGD Brackish Water Treatment Facility project, in an amount not to exceed \$17,690.49, including NMGR. *(Bob Johnson, Engineering Manager)*

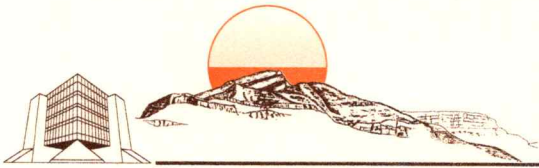
Fiscal Impact: -\$17,690.49
Amount Budgeted: \$9,202,614.00
Fund: 054-0099-990.67-74 PW1406

Additional Fiscal Impact: Unencumbered project balance remaining is \$166,711.95.

Recommendation: Approve the Change Order.

Background: This Change Order incorporates the following -

1. Decrease the estimated quantity of Bid Item 004 from 21,000 tons to 19,860.60 tons, a net decrease of \$45,575.20.
2. Decrease the contract amount due to additional submittal reviews and corrective actions related to the concrete floor slab and stem walls, a net decrease of \$20,655.00.
3. Increase the materials testing allowance by \$10,000.00.
4. Additional air monitoring for the duration of the monitoring wells installation, a net increase of \$11,035.60.
5. Extend 120V power to louvers, a net increase of \$4,453.85.
6. Fabricate and install steel angle iron brackets at walk doors and 4" square tubing at overhead doors, a net increase of \$20,590.67.
7. Clarify a section of light-gage framing.
8. Incorporate State of New Mexico 2016 Type B – General Building wage rates, as required by the New Mexico Department of Workforce Solutions, a net increase of \$3,770.00.



City of Alamogordo



Engineering Dept. • 1376 East Ninth St. • Alamogordo, NM 88310 • (575) 439-4337 • FAX (575) 439-4343

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 6

1-MGD BRACKISH WATER TREATMENT FACILITY

PUBLIC WORKS PROJECT NO. 2017-001

DATE: JUNE 18, 2018

CONTRACTOR: SMITHCO CONSTRUCTION, INC.
P.O. BOX 45
CABALLO, NM 87931

OWNER: CITY OF ALAMOGORDO
1376 E. NINTH ST.
ALAMOGORDO, NM 88310

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

1. Decrease the estimated quantity of Bid Item 004 from 21,000 tons to 19,860.60 tons, a net decrease of \$45,575.20.
2. Decrease the contract amount due to additional submittal reviews and corrective actions related to the concrete floor slab and stem walls, a net decrease of \$20,655.00.
3. Increase the materials testing allowance by \$10,000.00.
4. Additional air monitoring for the duration of the monitoring wells installation, a net increase of \$11,035.60.
5. Extend 120V power to louvers, a net increase of \$4,453.85.
6. Fabricate and install steel angle iron brackets at walk doors and 4" square tubing at overhead doors, a net increase of \$20,590.67.
7. Clarify a section of light-gage framing.
8. Incorporate State of New Mexico 2016 Type B – General Building wage rates, as required by the New Mexico Department of Workforce Solutions, a net increase of \$3,770.00.

The contract performance period is hereby extended by 49 calendar days.

REVISED CONTRACT AMOUNT

1. Original Contract Amount \$8,778,400.00*
2. Total Contract Amount Including Previously
Approved Change Orders..... \$9,087,904.40*
3. Amount of this Change Order (decrease) \$ 16,380.08*
4. Total Revised Contract Amount to Date..... \$9,071,524.32*

* excludes New Mexico Gross Receipts Tax.

The work covered by this order shall be performed under the same terms and conditions as that included in the original contract.

CHANGE ORDER RECOMMENDATION FOR APPROVAL:

BY: Robert A. Felt
Engineer

June 19, 2018
Date

CHANGE ORDER ACCEPTED AND APPROVED:

BY: Keith P. Smith
Contractor

6/19/18
Date

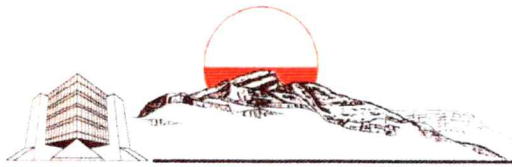
CHANGE ORDER APPROVED BY CITY MANAGER/CITY COMMISSION:

BY: _____
City Manager

Date

BY: _____
City Attorney

Date



City of Alamogordo



Engineering Dept. • 1376 East Ninth St. • Alamogordo, NM 88310 • (575) 439-4337 • FAX (575) 439-4343

February 28, 2018

Mr. Kenneth "Twister" Smith
Smithco Construction, Inc.
6 King Canyon Loop
Caballo, NM 87931

Subject: Corrective Action Review and Additional Submittal Review
1-MGD Brackish Water Treatment Facility, City of Alamogordo, New Mexico
PWB No. 2017-01

Dear Mr. Smith:

This letter is in reference to our recent correspondence and conversations regarding Notice of Non-Compliance 01 and 02 issued by the City's Engineer on January 16, 2018 to Smithco Construction, Inc. (Smithco) regarding the construction of the 1-MGD Brackish Water Treatment Facility. The Notices of Non-Compliance notified Smithco of defective concrete work for the floor slab and stem walls of the treatment plant building. The Notices of Non-Compliance are included as Attachment 1.

Article 13 of the General Conditions of the project specifications addresses Correction, Removal, or Acceptance of Defective Work. The Contractor, without cost to the Owner and as specified by the Engineer, shall correct any defective work if the work has been rejected by the Engineer. As stated in Article 13.12, *"All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor and an appropriate deductive Change Order shall be issued."* The City herein notifies Smithco that the cost of professional services provided by the City's Engineer, CDM Smith, related to the corrective actions will be the responsibility of Smithco. These costs include conference calls related to the corrective actions; review of proposed materials and design modifications related to the corrective actions; and evaluation and design performed by CDM Smith associated with the corrective actions. The Engineer is currently tracking the additional costs and will provide them to the City once the defective work has been replaced to the satisfaction of the City and the Engineer.

It has also come to the City's attention that a number of Smithco's submittals have required more than two reviews by the Engineer. Specification Section 01300 Submittals, paragraph 1.05.G states *"Shop Drawings and other submittals will be reviewed no more than twice at the Owner's expense. All subsequent reviews will be performed at times convenient to the Engineer and at the Contractor's expense, based on the Engineer's then prevailing wage rates."* To date, there are 24 submittals (or roughly 10 percent total) that have required three or more reviews by the

Engineer. Smithco will be responsible for all additional costs by the Engineer submittal reviews greater than two.

The City appreciates Smithco's prompt attention to the Corrective Actions issued by the Engineer and looks forward to a timely resolution to this matter. Please contact me with any additional questions.

Regards,



Bob Johnson
Engineering Manager
City of Alamogordo

cc: Larry Garner, Public Works Director, City of Alamogordo
David Nunnelley, Water Operations Manager, City of Alamogordo
Petria Schreiber, City Attorney, City of Alamogordo
Robert Fowlie, P.E., BCEE, CDM Smith
Sarah Tuite, P.E., CDM Smith

Attachment 1

Notice of Non-Compliance 01

Notice of Non-Compliance 02

NON-COMPLIANCE NOTICE

TO: Bryce Smith

DATE: Jan. 16, 2018

Project Manager

TIME: 10:30 AM

Smithco Construction Inc.

INSPECTOR: Russell Pratt

PROJECT TITLE: 1-MGD Brackish Water Treatment Facility NO. 2017-001

CONTRACTOR: Smithco Construction Inc.

You are hereby notified that CDM Smith Inc. indicates that the Concrete Floor Slab for the Administrative Building.

does not conform to the specification requirements. The specification violated is Section 03350-3.02 Paragraph B. & E. under the provisions of the Contract Specifications. The requirements are B. "Provide floors and slabs level with a tolerance of 1/8 inch when checked with a 12 foot straight edge," E. ".....A 12-ft long straightedge shall be supported at each end with steel gauge blocks whose thickness are equal to tolerance specified. Floor surface shall not have crowns so high as to prevent 12-ft straightedge from resting on the two end blocks, nor low spots so low that a third block of twice the tolerance in thickness can pass under the supported straightedge. Compliance with the designated limits in four of five consecutive measurements will confirm compliance, unless obvious faults are observed. A check for adequate slope and drainage will also be made to confirm compliance." Noncomplying work may be required to be removed and replaced at no cost to the Owner.

It shall be your responsibility to determine the corrective action necessary and to determine whether you wish to discontinue operations until additional investigations by the Owner or Engineer confirm the initial findings.

Russ Pratt
Inspector

Noncompliance Notice was received by Contractor on 1/16/18 (Date)

Contractor's Representative Name Bryce Smith

Title: Project Manager

cc: Contractor
Field Office
File

NON-COMPLIANCE NOTICE

TO: Bryce Smith

DATE: Jan. 16, 2018

Project Manager

TIME: 10:30 PM

Smithco Construction Inc.

INSPECTOR: Russell Pratt

PROJECT TITLE: 1-MGD Brackish Water Treatment Facility NO. 2017-002

CONTRACTOR: Smithco Construction Inc.

You are hereby notified that CDM Smith Inc. indicates that the Concrete stem Walls for the Administrative Building.

does not conform to the specification requirements. The specification violated is Section 03100-3.02 Paragraph B under the provisions of the Contract Specifications. The requirements are (see Paragraph)

Noncomplying work may be required to be removed and replaced at no cost to the Owner.

It shall be your responsibility to determine the corrective action necessary and to determine whether you wish to discontinue operations until additional investigations by the Owner or Engineer confirm the initial findings.

Russ Pratt
Inspector

Noncompliance Notice was received by Contractor on 1/16/18 (Date)

Contractor's Representative/Name: Bryce Smith

Title: Project Manager

cc: Contractor
Field Office
File

COR #6

Revision 1

COR #6



6 King Canyon Loop
Caballo, NM 87931

Project:

City of Alamogordo

1MGD Brackish Water Treatment Facility

Revised 6/4/18

Submitted: Bryce Smith

Location	Sheet	Date of Occurance	RFI
Evap. Pond	C15	5/22 - 6/22	006

Inquiry: This COR is for additional costs related to the Waste Excavation associated with this project. See attached letter giving additional details.

Engineer and Smithco agreed to charge for only additional air monitoring portion of COR.

1	Direct Labor	\$	640.40
2	Indirect Cost	\$	293.50
3	Travel	\$	200.00
4	Equipment	\$	3,220.46
5	Materials	\$	5,100.00
6	Subcontracts	\$	-
7	Other (Bond)	\$	163.09
8	S-Total	\$	9,617.45
9	Profit & Overhead	\$	1,418.15
10	Total	\$	11,035.60

COMMENTS:

This change will require 21 Additional Calendar Days

Letter for COR 6 – Waste Excavation Delays

This COR is to cover costs of delay incurred by Smithco as a result of issues with the waste excavation plan (WEP) provided at the time of bid. Language in the WEP indicates that all trash would be removed. This was changed after the **quantity** of existing trash was realized.

Smithco & Enviroworks mobilized on 5/22 with a full force of equipment and men prepared to begin trash excavation. However, the existing trash was different than what was detailed in the waste excavation plan. In order to know where to start excavation, Enviroworks dug exploratory pits in a 50'x50' grid across the entire pond footprint. Trash was discovered at varying elevations across the pond. After much discussion, the engineer instructed us not to excavate any trash that was 3' below the finished grade of the pond. This definition of trash excavation was not included in the Waste Excavation Plan.

On 6/2/17, Smithco initiated RFI 006 regarding the limits of waste excavation in the pond area after conducting exploratory digging. The WEP did not include a definition of the limits of waste excavation. Our understanding of the WEP at the time of bid was that all trash would be removed. CDM Smith provided the RFI response on 6/12/17. The unknown limits of trash excavation prevented Smithco from beginning earthwork. The preliminary project schedule showed earthwork taking place concurrently with waste excavation with a short lag time.

After we received the RFI response, Enviroworks began excavating waste accordingly. CDM Smith's RPR stopped work because he told us a change to the RFI would be made after the depth of existing trash was realized. Smithco lost further production while we waited on the revised RFI response which was sent on 6/15/17. In total, Smithco had a two-week delay in earthwork production. Please see attached as-built construction schedule versus preliminary project schedule.

Smithco had to provide a site-specific health and safety plan to be incorporated into the WEP. This was provided by Intera and was submitted to NMED. In this plan they stated that "it is anticipated that landfill gas levels will be nominally similar to background levels during excavation activities. However, during the installation of the helical piers, landfill gas levels are likely to be higher than ambient air. As such, concurrent waste excavation and helical pier installation shall be prohibited, unless adequate air monitoring can be conducted at both locations." This safety concern was not known prior to the bid and Smithco had to provide multiple air monitors during the drilled pier operation.

Intera has advised that air monitoring be conducted for the duration of the installation of the two monitoring wells. This activity was not included in the WEP; therefore, all associated air monitoring is in addition to the original contract.

Change Order Request Summary										COR #6
Sheet	Item	Labor	Burden	Travel	Equip	Materials	Sub	Bond	Markup	Total
1	Extended OH & Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Earthwork Delay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Add. Air Monitoring	\$ 640.40	\$ 293.50	\$ 200.00	\$ 3,220.46	\$ 5,100.00	\$ -	\$ 163.09	\$ 1,418.15	\$ 11,035.60
	Sheet 4									
	Sheet 5									
	Sheet 6									
	Sheet 7									
	Sheet 8									
	Sheet 9									
	Sheet 10									
	Sheet 11									
	Sheet 12									
	Sheet 13									
	Sheet 14									
	Sheet 15									
	Total	\$ 640.40	\$ 293.50	\$ 200.00	\$ 3,220.46	\$ 5,100.00	\$ -	\$ 163.09	\$ 1,418.15	\$ 11,035.60

DESCRIPTION			COR #6
1. Extended OH & Project Admin.	Rate	HOURS	TOTAL
Project Manager	\$ 33.00	40	\$ -
Project Controller	\$ 60.00	20	\$ -
Estimator	\$ 45.00	20	\$ -
Carpenter/Lather	\$ 32.02		\$ -
Cement Mason	\$ 29.74		\$ -
Ironworker	\$ 40.18		\$ -
Plumber/Pipefitter	\$ 42.69		\$ -
Operator Group I	\$ 23.50		\$ -
Operator Group II	\$ 24.59		\$ -
Operator Group III	\$ 25.24		\$ -
Operator Group IV	\$ 25.45		\$ -
Operator Group V	\$ 25.51		\$ -
Laborer I	\$ 23.05		\$ -
Subtotal			\$ -
Labor Burden @ 45.83%			\$ -
Labor Total		80	\$ -
Travel/Perdiem	\$ 10.00	80	\$ -
420 Cat Hoe	\$40.93		\$ -
John Deere 9560R Pan (Standby Rate)	\$60.75		\$ -
Welding Truck	\$40.14		\$ -
Cat D6K Dozer (Standby Rate)	\$44.02		\$ -
320 Cat Excavator	\$89.11		\$ -
Supt/Fore Truck	\$25.14	80	\$ -
Crew Truck	\$25.14		\$ -
Blade (Standby Rate)	\$49.88		\$ -
Bonding Tools	\$75.00		\$ -
Forklift	\$40.93		\$ -
950H Wheel Loader	\$69.96		\$ -
Equipment Total			\$ -
Materials Total:			\$ -
Extended Overhead	\$ 550.00	14	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Sub Contract:			\$ -
			\$ -
Profit & Overhead @ 5%			\$ -
			\$ -
Subtotal Labor, Equipment & Materials			\$ -
Profit & Overhead @ 15%			\$ -
Sub Contract:			\$ -
Subtotal			\$ -
Bond @ 1.5%			\$ -
TOTAL			\$ -

DESCRIPTION			COR #6
2. Earthwork Delay	Rate	HOURS	TOTAL
Project Manager	\$ 33.00		\$ -
Superintendent	\$ 36.25	25	\$ -
Foreman	\$ 32.02	25	\$ -
Carpenter/Lather	\$ 32.02		\$ -
Cement Mason	\$ 29.74		\$ -
Ironworker	\$ 40.18		\$ -
Plumber/Pipefitter	\$ 42.69		\$ -
Operator Group I	\$ 23.50	25	\$ -
Operator Group II	\$ 24.59		\$ -
Operator Group III	\$ 25.24		\$ -
Operator Group IV	\$ 25.45		\$ -
Operator Group V	\$ 25.51		\$ -
Laborer I	\$ 23.05		\$ -
Subtotal			\$ -
Labor Burden @ 45.83%			\$ -
Labor Total		75	\$ -
Travel/Perdiem	\$ 10.00	75	\$ -
420 Cat Hoe	\$40.93		\$ -
John Deere 9560R Pan (Standby Rate)	\$60.75	100	\$ -
Welding Truck	\$40.14		\$ -
Cat D6K Dozer (Standby Rate)	\$44.02	100	\$ -
320 Cat Excavator	\$89.11		\$ -
Supt/Fore Truck	\$25.14		\$ -
Crew Truck	\$25.14		\$ -
Blade (Standby Rate)	\$49.88	100	\$ -
Bonding Tools	\$75.00		\$ -
Forklift	\$40.93		\$ -
950H Wheel Loader	\$69.96		\$ -
Equipment Total			\$ -
Materials Total:			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Sub Contract:			\$ -
			\$ -
Profit & Overhead @ 5%			\$ -
			\$ -
Subtotal Labor, Equipment & Materials			\$ -
Profit & Overhead @ 15%			\$ -
Sub Contract:			\$ -
Subtotal			\$ -
Bond @ 1.5%			\$ -
TOTAL			\$ -

DESCRIPTION			COR #6
3. Additional Air Monitoring	Rate	HOURS	TOTAL
Project Manager	\$ 33.00		\$ -
Superintendent	\$ 36.25		\$ -
Safety Officer	\$ 32.02	20	\$ 640.40
Carpenter/Lather	\$ 32.02		\$ -
Cement Mason	\$ 29.74		\$ -
Ironworker	\$ 40.18		\$ -
Plumber/Pipefitter	\$ 42.69		\$ -
Operator Group I	\$ 23.50		\$ -
Operator Group II	\$ 24.59		\$ -
Operator Group III	\$ 25.24		\$ -
Operator Group IV	\$ 25.45		\$ -
Operator Group V	\$ 25.51		\$ -
Laborer I	\$ 23.05		\$ -
Subtotal			\$ 640.40
Labor Burden @ 45.83%			\$ 293.50
Labor Total		20	\$ 933.90
Travel/Perdiem	\$ 10.00	20	\$ 200.00
420 Cat Hoe	\$40.93		\$ -
Cat 345 Excavator	\$194.74		\$ -
Tool Truck	\$40.14		\$ -
Cat D6K Dozer	\$77.51		\$ -
320 Cat Excavator	\$89.11		\$ -
Supt/Fore Truck	\$25.14	20	\$ 502.80
Crew Truck	\$25.14		\$ -
Blade	\$85.32		\$ -
Air Monitoring Rental	\$2,717.66	1	\$ 2,717.66
Forklift	\$40.93		\$ -
950H Wheel Loader	\$69.96		\$ -
Equipment Total			\$ 3,220.46
Materials Total:			\$ 5,100.00
Terracon Monitoring	\$ 85.00	60	\$ 5,100.00
			\$ -
			\$ -
			\$ -
			\$ -
Sub Contract:			\$ -
			\$ -
Profit & Overhead @ 5%			\$ -
Subtotal Labor, Equipment & Materials			\$ 9,454.36
Profit & Overhead @ 15%			\$ 1,418.15
Sub Contract:			\$ -
Subtotal			\$ 10,872.51
Bond @ 1.5%			\$ 163.09
TOTAL			\$ 11,035.60

Change Order Request

Revision 1

COR #15



6 King Canyon Loop
Caballo, NM 87931

Project:

City of Alamogordo
1MGD Brackish Water Treatment Facility

Revised 6/4/18

Submitted: Wednesday, November 29, 2017

Location	Sheet	Date of Occurance	RFI
Admin. Building	E-9	Future	N/A

Inquiry: This COR covers costs to run 120V power to louvers LA-101C, LA-104A, LA-104B, LA-105B, LA-105C, and LA-105D. These louvers have 120V actuators per the HVAC drawings but are not shown on the electrical drawings.

See attached proposal from Polson & Grady for further details.

Engineer and Smithco agreed to split the cost of this COR.

1	Direct Labor	\$	66.00
2	Indirect Cost	\$	30.25
3	Travel	\$	7.00
4	Equipment	\$	50.28
5	Materials	\$	-
6	Subcontracts	\$	8,599.50
7	Other (Bond)	\$	131.64
8	S-Total	\$	8,884.67
9	Profit & Overhead	\$	23.03
10	Total Cost	\$	8,907.70
11	50% Deduct	\$	4,453.85
12	NET COR	\$	4,453.85

COMMENTS:

This change will require 0 Additional Calendar Days

DESCRIPTION			COR #15
	Rate	HOURS	TOTAL
Project Manager	\$ 33.00	2	\$ 66.00
Superintendent	\$ 36.25		\$ -
Foreman	\$ 32.02		\$ -
Carpenter/Lather	\$ 32.02		\$ -
Cement Mason	\$ 29.74		\$ -
Ironworker	\$ 40.18		\$ -
Plumber/Pipefitter	\$ 42.69		\$ -
Operator Group I	\$ 23.50		\$ -
Operator Group II	\$ 24.59		\$ -
Operator Group III	\$ 25.24		\$ -
Operator Group IV	\$ 25.45		\$ -
Operator Group V	\$ 25.51		\$ -
Laborer I	\$ 23.05		\$ -
Subtotal			\$ 66.00
Labor Burden @ 45.83%			\$ 30.25
Labor Total		2	\$ 96.25
Travel/Perdiem	\$ 3.50	2	\$ 7.00
420 Cat Hoe	\$40.93		\$ -
Cat 345 Excavator	\$194.74		\$ -
Welding Truck	\$40.14		\$ -
Cat D6K Dozer	\$77.51		\$ -
320 Cat Excavator	\$89.11		\$ -
Supt/Fore Truck	\$25.14	2	\$ 50.28
Crew Truck	\$25.14		\$ -
Blade	\$85.32		\$ -
Bonding Tools	\$75.00		\$ -
Forklift	\$40.93		\$ -
950H Wheel Loader	\$69.96		\$ -
Equipment Total			\$ 50.28
Materials Total:			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Sub Contract:			\$ 8,599.50
Polson & Grady (Quote Attached)	\$ 8,190.00	1	\$ 8,190.00
Profit & Overhead @ 5%			\$ 409.50
Subtotal Labor, Equipment & Materials			\$ 153.53
Profit & Overhead @ 15%			\$ 23.03
Sub Contract:			\$ 8,599.50
Subtotal			\$ 8,776.06
Bond			\$ 131.64
TOTAL			\$ 8,907.70

Polson & Grady, Ltd.

REFRIGERATION - PLUMBING - HVAC - ELECTRICAL - UTILITIES LICENSE # 15370

TELEPHONE (575) 437-6484
FAX (575) 434-6721
1001 ZUNI DRIVE, SUITE A
ALAMOGORDO, NM 88310
pg@polsonandgrady.com

Smithco Construction Company

11/28/17

Attn: Bryce Smith

RE: 1-MGD Brackish Groundwater Treatment Facility
Proposed Change Order for providing 120v circuits and rough-in for Louvers.

Bryce,

See requested pricing for adding 120v circuits and rough-in for Louvers: LA-101C, LA-104A, LA-104B, LA-105B, LA-105C, LA-105D.

Excludes: All line voltage and low voltage T-Stats.

Total Electrical Cost to provide power to the Louvers: **\$8,190.00**

Sincerely,

Mark Berry

Mark Berry, Vice-President of Electrical Division

Project: **1-MGD Brackish Water**
Location: **Alamogordo, NM 88310**
Date: **November 28, 2017**

ELECTRICAL: Provide 120v circuits to motorized Louvers.														
Louvers LA-101C, LA-104A, LA-104B, LA-105B, LA-105C, LA-105D														
Labor Rates: Include Electrician and Apprentice														
Scope of Work Description	Materials					Labor			Equipment &/or Sub-sub				Total Cost	
	Item Description	Unit	Qty	Cost / Unit	Total	Rate	ManHrs	Total	Eq. Type	# Hrs	Rate	Total		
Louver Circuit	20Amp, 1p Breaker	ea.	2	\$18.00	\$36.00	\$71.32	0.5	\$35.66				\$0.00	\$71.66	
Louver Circuit	3/4" Galv Rigid Conduit	lf	420	\$1.80	\$756.00	\$71.32	30.0	\$2,139.60				\$0.00	\$2,895.60	
Louver Circuit	Misc Straps & Hardware	lot	1	\$50.00	\$50.00	\$71.32	2.0	\$142.64				\$0.00	\$192.64	
Louver Circuit	Liquid Tight Flex & Fittings	ea.	5	\$15.00	\$75.00	\$71.32	3.0	\$213.96				\$0.00	\$288.96	
Louver Circuit	Nema 4 Disconnect Switch	ea.	5	\$180.00	\$900.00	\$71.32	5.0	\$356.60				\$0.00	\$1,256.60	
Louver Circuit	Steel Flex Conduit & Fittings	ea.	1	\$12.00	\$12.00	\$71.32	0.5	\$35.66				\$0.00	\$47.66	
Louver Circuit	Nema 1 Disconnect Switch	ea.	1	\$35.00	\$35.00	\$71.32	1.0	\$71.32				\$0.00	\$106.32	
Louver Circuit	Nema 4 J-Box	ea.	6	\$45.00	\$270.00	\$71.32	3.0	\$213.96				\$0.00	\$483.96	
Louver Circuit	#12 THHN Wire	lf	2000	\$0.20	\$400.00	\$71.32	8.0	\$570.56				\$0.00	\$970.56	
					\$0.00			\$0.00				\$0.00	\$0.00	
					\$0.00			\$0.00				\$0.00	\$0.00	
					\$0.00			\$0.00				\$0.00	\$0.00	
					\$0.00			\$0.00				\$0.00	\$0.00	
					\$0.00			\$0.00				\$0.00	\$0.00	
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					\$0.00			\$0.00				\$0.00	\$0.00	
					\$0.00			\$0.00				\$0.00	\$0.00	
					\$0.00			\$0.00				\$0.00	\$0.00	
					\$0.00			\$0.00				\$0.00	\$0.00	
					\$0.00			\$0.00				\$0.00	\$0.00	
Subtotals					\$2,534.00		53.0	\$3,779.96		0.0		\$0.00	\$6,313.96	
													Labor Burden @ 30%	\$1,133.99
													Sub-Total	\$7,447.95
													Overhead & Profit @ 10%	\$744.79
													Sub-Total	\$8,192.74
													Bond - No Charge	\$0.00
													Sub-Total Cost for Change Request	\$8,192.74
													TOTAL COST FOR CHANGE (ROUNDED)	\$8,190.00

Note: Line voltage T-Stats provided by others.

Change Order Request

COR #17



6 King Canyon Loop
Caballo, NM 87931

Project:

City of Alamogordo

1MGD Brackish Water Treatment Facility

Submitted: Tuesday, May 8, 2018

Location	Sheet	Date of Occurrence	RFI
Admin. Building	Arch.	4/23/18 - 5/7/18	047

Inquiry: This COR relates to fabrication and installation of additional structural steel as a result to changes made to the design of framed openings as part of field order #2 and RFI 047 response.

1) Field order #2 required the installation of steel angle iron brackets at 12 locations (6 walk doors) anchored to the side of the concrete stem wall. This was the result of a dimensioning error between the architectural drawings and the structural drawings. In addition to the 6 walk doors, Smithco had to add angle iron brackets to each of the louver framed openings that sit on top of the concrete wall for the same reason, 10 locations in total (5 louvers). This resulted in one week of additional labor for two men (Ironworker & Laborer).

2) Field order #2 required concrete pilaster's at the overhead coiling door openings. This was the result of a dimensioning error between the architectural drawings and the structural drawings. Smithco initiated RFI 047 on 4/5/18 due to a conflict that was noticed with the installation of the overhead coiling doors. Due to this conflict, Smithco had to install additional 4" square tubing around each of the 5 overhead door openings. The 4" square tubing had to be welded to the existing door jambs & header and painted. This resulted in one week of additional labor for two men (Ironworker & Laborer).

1	Direct Labor	\$	5,903.60
2	Indirect Cost	\$	2,705.62
3	Travel	\$	665.00
4	Equipment	\$	4,029.80
5	Materials	\$	4,336.30
6	Subcontracts	\$	-
7	Other (Bond)	\$	304.30
8	S-Total	\$	17,944.62
9	Profit & Overhead	\$	2,646.05
10	Total	\$	20,590.67

COMMENTS:

This change will require 14 Additional Calendar Days

DESCRIPTION			COR #17
	Rate	HOURS	TOTAL
Project Manager	\$ 33.00	5	\$ 165.00
Superintendent	\$ 36.25	10	\$ 362.50
Foreman	\$ 32.02		\$ -
Carpenter/Lather	\$ 32.02		\$ -
Cement Mason	\$ 29.74		\$ -
Ironworker	\$ 40.18	80	\$ 3,214.40
Plumber/Pipefitter	\$ 42.69		\$ -
Operator Group I	\$ 23.50		\$ -
Operator Group II	\$ 24.59		\$ -
Operator Group III	\$ 25.24		\$ -
Operator Group IV	\$ 25.45		\$ -
Painter	\$ 21.18	15	\$ 317.70
Laborer I	\$ 23.05	80	\$ 1,844.00
Subtotal			\$ 5,903.60
Labor Burden @ 45.83%			\$ 2,705.62
Labor Total		190	\$ 8,609.22
Travel/Perdiem	\$ 3.50	190	\$ 665.00
420 Cat Hoe	\$40.93	20	\$ 818.60
Cat 345 Excavator	\$194.74		\$ -
Welding Truck	\$40.14	80	\$ 3,211.20
Cat D6K Dozer	\$77.51		\$ -
320 Cat Excavator	\$89.11		\$ -
Supt/Fore Truck	\$25.14		\$ -
Crew Truck	\$25.14		\$ -
Blade	\$85.32		\$ -
Bonding Tools	\$75.00		\$ -
Forklift	\$40.93		\$ -
950H Wheel Loader	\$69.96		\$ -
Equipment Total			\$ 4,029.80
Materials Total:			\$ 4,336.30
Mesilla Valley Metals 6548	\$ 696.40	1	\$ 696.40
Mesilla Valley Metals 6279	\$ 1,240.00	1	\$ 1,240.00
Mesilla Valley Metals 6089	\$ 1,402.30	1	\$ 1,402.30
Roberts Steel 5610	\$ 800.00	1	\$ 800.00
Hilti 9747	\$ 197.60	1	\$ 197.60
Sub Contract:			\$ -
Profit & Overhead @ 5%			\$ -
Subtotal Labor, Equipment & Materials			\$ 17,640.32
Profit & Overhead @ 15%			\$ 2,646.05
Sub Contract:			\$ -
Subtotal			\$ 20,286.37
Bond			\$ 304.30
TOTAL			\$ 20,590.67

Mesilla Valley Metals

2499 Lakeside Dr
Las Cruces, NM 88007
(575)526-4422
575-526-3377

Sales Receipt/Invoice

05/01/2018 3:08 pm

Ticket: 220000076548

Register: Register 1

Employee: Billy

Company: Smithco

Customer: Smithco

Item	#	Price
HR Structural Channel C4 x 5.4 (1.589 x .180) x 240***	20	\$61.40
Hot Rolled Flat Bar 1/4" x 4" x 240**	20	\$42.00
Hot Rolled Strip Commercial Quality 1/8" x 4" x 240**	20	\$23.00
Square Steel Tube 4" x 4" x .250 wall x 240**	60	\$570.00
PO# Lupe *	1	\$0.00
Subtotal		\$696.40
Total Tax		\$0.00
Total		\$696.40

PAYMENTS

Account Charge \$696.40

STORE ACCOUNT

Signature: _____

Customers: Material shortages must be reported before leaving MVM's yard.
(Please check your load)

* No Tax Applied
Thank You Smithco !



Mesilla Valley Metals

2499 Lakeside Dr
Las Cruces, NM 88007
(575)526-4422
575-526-3377

Alamo - do

Sales Receipt/Invoice

04/26/2018 7:35 am

Ticket: 220000076279

Register: Register 1

Employee: Billy

Company: Smithco

Customer: Smithco

Item	#	Price
Square Steel Tube 4" x 4" x .250 wall x 240"	130	\$1235.00
Cut/Short Fee*	1	\$5.00
PO# Alamo *	1	\$0.00
	Subtotal	\$1240.00
	Total Tax	\$0.00
	Total	\$1240.00

PAYMENTS

Account Charge

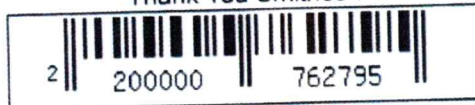
\$1240.00

STORE ACCOUNT

Signature: _____

Customers: Material shortages must be reported before leaving MVM's yard.
(Please check your load)

* No Tax Applied
Thank You Smithco !



Mesilla Valley Metals

2499 Lakeside Dr
Las Cruces, NM 88007
(575)526-4422
575-526-3377

Alamo

Sales Receipt/Invoice

04/23/2018 9:46 am

Quote #: 617
Ticket: 220000076089
Register: Register 1
Employee: Billy
Company: Smithco
Customer: Smithco

Item	#	Price
HR Bar Size Angle 6" x 4" x 3/8" x 240"	50	\$460.00
Cut/Short Fee*	1	\$10.00
5" sch 40 blk pipe	42	\$875.70
PO# Alamo *	1	\$0.00
Hot Rolled Flat Bar 1/4" x 4" x 240"	20	\$42.00
Hot Rolled Round 5/8" Dia. x 240"	20	\$14.60
	Subtotal	\$1402.30
	Total Tax	\$0.00
	Total	\$1402.30

PAYMENTS

Account Charge

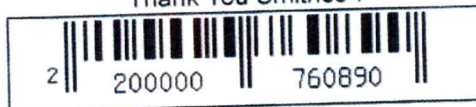
\$1402.30

STORE ACCOUNT

Signature: _____

Customers: Material shortages must be reported before leaving MVM's yard.
(Please check your load)

* No Tax Applied
Thank You Smithco !



Roberts Steel Co Inc

Invoice

P O Box 221514
TX 79912

Date	Invoice #
5/4/2018	100-5610

Bill To
Smith Co. Box 45 Caballo, NM. 87931

Ship To
ALAMO BRACKISH

Reference		Terms	By	FOB	SHIP VIA
BRYCE		Net 30	FR	JOB SITE	OUR DELIVERY
Qty	Description				Amount
12	LABOR AND MATERIALS TO FAB AND PRIME ANGLES				800.00
	Sales Tax				0.00
Total					\$800.00

915-587-4131
Fax 915-584-5873



Hilti Inc.
5400 South 122nd East Ave.
TULSA, OK 74146

Bill-To Address

Smithco Construction
Smithco Construction
1010 King Canyon Loop
Caballo NM 87931

Delivery Address

Smithco Construction
501 Lavelle Road
ALAMOGORDO NM 88310

CS Cash Sale 25909747

Page 1(1)

Order Type:	CS Cash Sale	Customer Number:	23831929
	03/07/2018	Purchase Order No.:	Alamo Brackish
Order Date:	03/07/2018	Your Reference:	
Our Contact:	PI Order	Your Main Contact:	Mr. Bryce Smith
	Integration	Your Main Contact Tel.:	575-894-6161

Item No.	Description	Ordered Quantity	Net Price/Unit	Net Value
434448	Screw anc KH 5/8" x 5-1/2"	2 BOX of 15 EA = 30 EA	42.25 BOX	84.49
418075	Screw anc KH-EZ 1/2" x 4-1/2"	2 BOX of 25 EA = 50 EA	46.74 BOX	93.48
Line Total				177.97
FREIGHT				10.00
Sales Tax				9.63
Final Total USD				197.60

Change Order Request

Revision 1

COR #16



6 King Canyon Loop
Caballo, NM 87931

Project:

City of Alamogordo

1MGD Brackish Water Treatment Facility

Revised 6/14/18

Submitted: Monday, April 2, 2018

Location	Sheet	Date of Occurance	RFI
Interior Wall Framing	Arch.	3/19/18-3/27/18	045

Inquiry: Upon receiving RFI 045 and questions sent by Smithco on 3/19/18, CDM Smith reviewed and re-designed several interior walls to accommodate the size of the 6" concrete curb and also maintain fire codes. Also, CDM Smith nullified and replaced the response to RFI 035 in regards to the installation of the PVC wall panel because it did not comply with fire rated walls. Ultimately, CDM Smith changed 75' LF of wall to 6" studs from the original 3-5/8" studs resulting in additional cost. Smithco was unable to return the previously purchased 3-5/8" studs since they were special order.

The interior framing for the electrical room is currently the critical path for the project schedule. Smithco had to wait on this response before beginning framing. Smithco initiated the questions on 3/19/18. Our framing sub-contractor had to be re-scheduled and was not able to return to the site until 4/2/18. This resulted in a two week delay to the job.

Smithco and CDM Smith agreed to add contract time ONLY without additional cost.

1	Direct Labor	\$	-
2	Indirect Cost	\$	-
3	Travel	\$	-
4	Equipment	\$	-
5	Materials	\$	-
6	Subcontracts	\$	-
7	Other (Bond)	\$	-
8	S-Total	\$	-
9	Profit & Overhead	\$	-
10	Total	\$	-

COMMENTS:

This change will require 14 Additional Calendar Days

DESCRIPTION			COR #16
	Rate	HOURS	TOTAL
Project Manager	\$ 33.00	1	\$ -
Superintendent	\$ 36.25		\$ -
Foreman	\$ 32.02		\$ -
Carpenter/Lather	\$ 32.02		\$ -
Cement Mason	\$ 29.74		\$ -
Ironworker	\$ 40.18		\$ -
Plumber/Pipefitter	\$ 42.69		\$ -
Operator Group I	\$ 23.50		\$ -
Operator Group II	\$ 24.59		\$ -
Operator Group III	\$ 25.24		\$ -
Operator Group IV	\$ 25.45		\$ -
Operator Group V	\$ 25.51		\$ -
Laborer I (Offloading)	\$ 23.05	2	\$ -
Subtotal			\$ -
Labor Burden @ 45.83%			\$ -
Labor Total		3	\$ -
Travel/Perdiem	\$ 3.50	3	\$ -
420 Cat Hoe	\$40.93		\$ -
Cat 345 Excavator	\$194.74		\$ -
Welding Truck	\$40.14		\$ -
Cat D6K Dozer	\$77.51		\$ -
320 Cat Excavator	\$89.11		\$ -
Supt/Fore Truck	\$25.14		\$ -
Crew Truck	\$25.14		\$ -
Blade	\$85.32		\$ -
Bonding Tools	\$75.00		\$ -
Forklift	\$40.93		\$ -
950H Wheel Loader	\$69.96		\$ -
Equipment Total			\$ -
Materials Total:			\$ -
6"x24' 20GA Metal Studs (EA)	\$ 21.44	57	\$ -
Additional Delivery Charges	\$ 125.00	1	\$ -
			\$ -
			\$ -
			\$ -
Sub Contract:			\$ -
Profit & Overhead @ 5%			\$ -
Subtotal Labor, Equipment & Materials			\$ -
Profit & Overhead @ 15%			\$ -
Sub Contract:			\$ -
Subtotal			\$ -
Bond @ 1.5%			\$ -
TOTAL			\$ -

Change Order Request**COR #18**

**6 King Canyon Loop
Caballo, NM 87931**

Project:

**City of Alamogordo
1MGD Brackish Water Treatment Facility**

Submitted: Monday, June 18, 2018

Location	Sheet	Date of Occurance	RFI
N/A	N/A	3/7/2018	N/A

Inquiry: The New Mexico Department of Workforce Solutions issued a Type B wage decision for this project after the bid. Smithco administrative personnel had to retroactively correct employee wages paid to date per this new wage decision. This COR does not seek additional compensation for the actual difference in wages paid. However, this COR does cover additional time for Smithco's HR staff correcting the problem. Please see attached breakdown.

1 Total Cost \$ 3,770.00

COMMENTS:

This change will require 0 Additional Calendar Days

Wage Rate

6/14/2018

[illegible]

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/21/2018

Report No: 8.

Submitted By: Bob Johnson

Subject: Consider, and act upon, Change Order No. 9, RFQ No. 2013-05, to CDM Smith, Inc. related to the engineering and design services for the 1-MGD Brackish Water Treatment Facility project, in an amount not to exceed \$63,390.60, including NMGR. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: \$63,390.60

Amount Budgeted: \$9,202,614.00

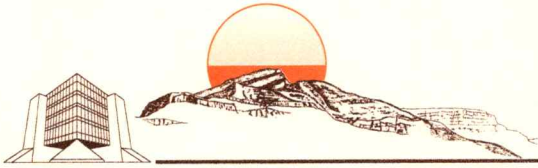
Fund: 054-0099-990.67-74 PW1406

Additional Fiscal Impact: Unencumbered project balance remaining is \$166,711.95.

Recommendation: Approve the Change Order.

Background: This change order incorporates the following -

1. Increase in engineering support fees for submittal reviews in excess of two reviews per submittal, as per project specifications. Costs to be deducted from the contractor.
2. Increase in engineering support fees associated with contractor corrective actions related to the concrete floor slab and stem walls. Costs to be deducted from the contractor.
3. Increase in engineering support fees associated with solid waste excavation and systems start-up and support.



City of Alamogordo



Engineering Dept. • 1376 East Ninth St • Alamogordo, NM 88310 • (575) 439-4337 • FAX (575) 439-4343

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 9

1-MGD BRACKISH WATER TREATMENT FACILITY ENGINEERING & DESIGN SERVICES

RFQ NO. 2013-05

DATE: JUNE 15, 2018

ENGINEER: CDM SMITH, INC.
6001 INDIAN SCHOOL RD. NE, SUITE 310
ALBUQUERQUE, NM 87110

OWNER: CITY OF ALAMOGORDO
1376 E. NINTH ST.
ALAMOGORDO, NM 88310

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Additional engineering services during the construction phase of the 1-MGD Brackish Water Treatment Facility project (PWB 2016-001), including full-time Resident Project Representation during construction, as authorized pursuant to Section C of the Agreement. Refer to Exhibit A to this Change Order.

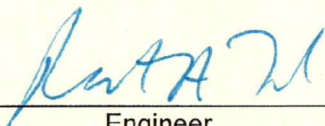
REVISED CONTRACT AMOUNT

- | | |
|--|-----------------|
| 1. Original Contract Amount | \$1,188,319.53* |
| 2. Total Contract Amount Including Previously
Approved Change Orders..... | \$2,217,533.76* |
| 3. Amount of this Change Order (Increase) | \$ 63,390.60* |
| 4. Total Revised Contract Amount to Date | \$2,280,924.36* |

* includes New Mexico Gross Receipts Tax.

The work covered by this order shall be performed under the same terms and conditions as that included in the original contract.

CHANGE ORDER ACCEPTED AND APPROVED:

BY: <u></u>	<u>6-15-18</u>
Engineer	Date

CHANGE ORDER APPROVED BY CITY COMMISSION / CITY MANAGER:

BY: _____	_____
Mayor/ City Manager	Date

BY: _____	_____
City Attorney	Date



6001 Indian School Road NE, Suite 310
Albuquerque, New Mexico 87110
tel: 505-243-3200
fax: 505-243-2700

June 14, 2018

Bob Johnson
Engineering Manager
City Hall
1376 East Ninth St.
Alamogordo, NM 88310

Subject: Amendment 9 to Contract for 1-MGD Interim Brackish Water Reverse Osmosis Project -
Additional Construction Phase Services

Dear Mr. Johnson:

CDM Smith Inc. (ENGINEER) herein proposes Amendment No. 9 to our contract for the 1-MGD Interim Brackish Water Reverse Osmosis (BWRO) Project. As discussed in previous emails and conversations. Amendment No. 9 is for additional construction phase services due associated with the performance of the construction contractor. The additional services include the following items:

1. Additional submittal reviews.
2. Engineering support associated with the corrective action letter issued by the City on February 28, 2018 related to the concrete floor slab and concrete stem walls for the treatment plant building.
3. Additional construction administration services consisting of communications with the construction contractor related to solid waste excavation, start-up assistance and support, pay application reviews, etc.

The additional lump sum cost of Items 1-3 is \$58,968. The costs for each of these items is presented below:

Item 1 – \$4,465

Item 2 – \$16,190

Item 3 - \$37,500

Approval of this Amendment 9 will increase the authorized contract amount for this work from \$262,199 to \$321,167.

Costs for Items 1 and 2 above have been tracked separately and an invoice in the amount of \$20,655 will be sent to the City following City approval of Amendment 9. It is our understanding based on the City's February 28, 2018 letter that these costs will be deducted from the construction contractor's contract and the funds will be used to compensate CDM Smith for this work. Costs for Item 3 will be invoiced to the City in accordance with the original agreement.



Bob Johnson
City of Alamogordo
June 14, 2018
Page 2 of 2

If you have any questions or comments regarding this scope of work, please feel free to call me at (505) 353-3709. We look forward to our continued support to the City of Alamogordo on this project.

Sincerely,

A handwritten signature in blue ink that reads "Robert A. Fowlie".

Robert A. Fowlie, PE, BCEE
Associate, Client Service Leader
CDM Smith Inc.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/15/2018

Report No: 9.

Submitted By: Brian Peete

Subject: Consider, and act upon, a request to the State for out-of-cycle budget funds to conduct anti-terrorism/lone wolf shooter training. *(Brian Peete, Police Chief)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: From FY 2019 Budget line item 036-0000-420.57-28 for \$6000.

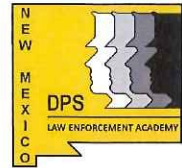
Recommendation: Approve.

Background: On July 25, 2018, the Alamogordo Police Department will be hosting a terrorism training seminar (accredited by the New Mexico Law Enforcement Academy) taught by Dr. Jeffrey Simon which will meet both GWOT and State goals. The training will be opened to all first responders and health care providers state/nationwide. Dr. Simon is an internationally recognized author, lecturer and consultant on terrorism and political violence who will provide four hours of training on four topics: 1) The Historical Roots of Terrorism 2) The Growing Threat of Lone Wolf Terrorists 3) An analysis of the Psychological Dimension of Terrorism 4) Bioterrorism and Contingency Preparation.

APD is requesting \$3000 of matching funding from the State to off-set training costs but must submit an out-of-cycle funding request.



**NEW MEXICO DEPARTMENT OF PUBLIC SAFETY
LAW ENFORCEMENT ACADEMY**
4491 CERRILLOS ROAD, SANTA FE, NEW MEXICO 87507



SUSANA MARTINEZ
GOVERNOR
SCOTT WEAVER
CABINET SECRETARY

STEPHAN MARSHALL
NMLEA Director
AMY ORLANDO
DEPUTY SECRETARY

PHONE
(505) 827-9252
FAX
(505) 827-3449

NM TOLL-FREE
(877) 237-7532
ALBUQUERQUE AREA
(505) 858-3176

June 12, 2018

Mr. Joe Paradis
Alamogordo Police Department
700 Virginia Avenue
Alamogordo, NM 88310

Dear Mr. Paradis:

Congratulations! Your request(s) for course accreditation has been received and approved. The course(s) listed below have met the New Mexico Law Enforcement Academy's guidelines for accreditation. Please note that course accreditations are only valid for two years.

Lone Wolf Terrorism Seminar & Related Topics
NM180321 Expires: 6/12/2020

Please distribute a course completion certificate to each student with the NMLEA accreditation number and the date of the course.

Sincerely,

Frank Ortiz III
Advanced Training Bureau Chief

NEW MEXICO'S POLICE OFFICER STANDARDS AND TRAINING AGENCY



*50th 1968-2018
Commemoration*
Celebrating fifty years of excellence

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/21/2018

Report No: 10.

Submitted By:

Subject: Waiver of stage fee for the Otero County Fair. *(Sheila Coca, Secretary of Otero County Fair Association)*

Fiscal Impact: \$2,000.00

Amount Budgeted: \$0.00

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Stage rental is \$1000.00 per 3 day event. The Fair Association is requesting the stage for 6 days. Total waiver would be \$2000.00.



RECEIVED
JUN 21 2018
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 6/11/2018

Request Date
of Meeting:

6/19/2018

Name:

Otero County Fair

Address:

401 Fairgrounds rd.

Alamogordo

ZIP

88310

Phone Number:

434-0788

E-Mail Address:

oteroountyfair@yahoo.com

Item requested will be for: (Please check one)

☐ Information only

☐ Presentation

Brief description of topic to be discussed:

Please attach one original of any documents pertaining to the topic -

We do not allow handouts at the meeting

Use of Stage @ Otero County Fair to
Wave fee.

Signature: Sheila Cota

Please return to:

Rachel Hughs, City Clerk
City of Alamogordo
1376 E. 9th Street
Alamogordo, NM 88310

*COCA, Secretary/
Treasurer
of Otero County
Fair Assoc*

Phone: (575) 439-4205

Fax: (575) 439-4396

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

Revised 10/13/2017



CITY OF ALAMOGORDO – COMMUNITY SERVICES DEPARTMENT
Alamogordo Family Recreation Center
1100 Oregon Avenue
Alamogordo, NM 88310
575-439-4142

APPLICATION FOR FACILITY USAGE

Note 1: Submission of application does not grant approval – approval is only granted upon issuance of a facility use permit. Please do not do any promotion of this request until you have received a confirmation notice of approval.

Note 2: A facility use permit does not infer or denote approval of any other additional required permits (e.g., Noise Permit, Special Event Permit, Food Permits...). Separate permit processes are required for such permits and must be obtained from other agencies or City Departments.

Note 3: Upon payment of an approved park permit, user is agreeing to City liability waiver and Terms and Conditions of Use policies.

ORGANIZATION INFORMATION

PRIMARY CONTACT PERSON (please print): Sheila Coca
PHONE NUMBER: 434-0788 EMAIL: otero county fair@yahoo.com
ADDRESS: 401 fairgrounds rd.
NAME OF EVENT: Otero County Fair
TYPE OF EVENT: (circle one) Sports Event Special Event Private Event Other _____
TOTAL NUMBER OF ANTICIPATED PARTICIPANTS: 30,000

FACILITY/FIELD REQUEST

FACILITY OR FIELD(S) REQUESTED: Stage
BEGINNING DATE: 9/18/2018 ENDING DATE: 9/23/2018

Check Day(s) Desired:		Specify START Time & Circle AM or PM		Specify END Time & Circle AM or PM	
	Monday		AM / PM		AM / PM
	Tuesday		AM / PM		AM / PM
	Wednesday		AM / PM		AM / PM
	Thursday		AM / PM		AM / PM
	Friday		AM / PM		AM / PM
	Saturday		AM / PM		AM / PM
	Sunday		AM / PM		AM / PM

(Please continue application on back)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/07/2018

Report No: 11.

Submitted By: Petria Schreiber

Subject: Consider, and act upon, first publication of Ordinance 1572 adding Section 14-01-015 to the Alamogordo Code of Ordinances clarifying the requirements for refuse collection. (*Maggie Paluch, City Manager*) **(Roll Call Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for first publication.

Background: Adding section to clarify requirements for refuse removal within City limits.

ORDINANCE NO. 1572**ADDING A SUB-SECTION TO CHAPTER 14 OF THE ALAMOGORDO CODE OF ORDINANCES**

WHEREAS, Chapter 14 of the Alamogordo Code of Ordinances addresses the required handling of garbage, trash and refuse within the City of Alamogordo, and

WHEREAS, it is necessary to clarify the requirements for refuse collection,

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo that the following sections of Chapter 14, Section 1, of the Alamogordo Code of Ordinances, are hereby amended to the amend a new subsection as follows.

SECTION ONE:**14-01-15: Refuse Collection**

1. All residential accounts, as defined in this chapter, shall have city provided refuse collection services activated and invoiced monthly whenever city water services are provided to the location.
 - a. Excluded from this section are locations in which the customer type for the municipal utility is "AT", "BR", "MB", or "V".
 - i. AT are transfer accounts.
 - ii. BR are accounts on base rates.
 - iii. MB are modified base rates.
 - iv. V are vacation accounts.
2. All commercial accounts, as defined in this chapter, shall engage a hauler, as defined in this section, for the removal and disposal of refuse generated by the commercial enterprise.
 - a. Excluded from this section is any commercial location in which the customer type for the municipal utility is "MB" or "CT".
 - b. Obtaining or renewing a City of Alamogordo business registration shall be understood to be certification from the applicant of compliance with this section.

DONE this _____ day of _____, 2018.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/21/2018

Report No: 12.

Submitted By: Petria Schreiber

Subject: Consider, and act upon, approving the GRIP application submitted by Worthan Properties, LLC for construction of the Big Wave Express Car Wash on White Sands Blvd. (*Kitty Williams, Paralegal*)

Fiscal Impact: \$54,971 if all purchases have gross receipts taxes paid
Amount Budgeted: \$80,841.00
Fund: 011-2400-419.57-18 GRIP Incentives

Additional Fiscal Impact:

\$80,841 remaining GRIP incentive budget for FY18

\$100,000 budgeted for GRIP incentive in FY19

Recommendation: Approve application for GRIP reimbursement.

Background: Consider and act upon approving the GRIP application submitted by Worthan Properties, LLC for construction of the Big Wave Express Car Wash on White Sands Blvd.

**APPLICATION FOR GROSS RECEIPTS TAX ABATEMENT
CITY OF ALAMOGORDO, NEW MEXICO**

FILING INSTRUCTIONS:

This filing acknowledges familiarity and assumed conformance with "Ordinance No. 1379, and Ordinance No. 1505, Gross Receipts Investment Program" ("GRIP"). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

ORIGINAL COPY OF THIS APPLICATION AND ATTACHMENTS SHOULD BE SUBMITTED TO:

CITY ATTORNEY
CITY OF ALAMOGORDO
1376 EAST 9TH STREET
ALAMOGORDO, NM 88310

PART 1 - APPLICANT INFORMATION

Business Name: WorThan Properties, LLC
Submittal Date: 03-19-18
Address/City: 905 S. White Sands Blvd Alamogordo
Name/Address/Phone of Business Contact on this Project: Jim WorThan
PO Box 708, Cloudcroft, NM 88317 575-544-1796

Business Owner ☒ Developer ☐
Type of Business: Corporation ☐ Partnership ☐
Proprietorship ☐ Limited Liability Company ☒

PART II - PROJECT INFORMATION

This application is for a: New Business ☒ Expanding Existing Business ☐
Type of Activity: Commercial ☒ Retail ☐
Attach a brief company overview, including a brief description of the product(s) and/or services, years in respective industry, and major clients/buyers of company's products and/or services.
Attachment Yes ☒

Attach a brief description of the product(s) and/or services that will be produced or sold in Alamogordo? Attachment Yes ☒
Type of Construction: New Construction ☒ Rehabilitation of Existing Structure ☐

Proposed Facility Address and Legal Description: (See Exhibit A)

Attach a map showing site: (See Exhibit B)

RECEIVED

MAR 19 2018

City of Alamogordo
City Attorney's
Office

PART III - PROJECT DESCRIPTION

PLEASE COMPLETE AND SUBMIT THE FOLLOWING FOR THE PROJECT:

Brief description of work: Build and operate a Express Service
Car Wash

Please attach a statement:

- 1) describing the contractor's physical presence in the City sufficient to subject the project to Local Option Gross Receipts Tax;
- 2) describing preference and priority the contractor gave to local manufacturers, suppliers, vendors, contractors and labor, or if local preference and priority not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency, describing added expense, substantial inconvenience, or sacrifice in operating efficiency;
- 3) providing a list of local manufacturers, suppliers, vendors, contractors and labor used or to be used in this project; and
- 4) providing a list of personal property for which abatement is requested.

Total estimated cost of the expansion or new construction: \$ Building 1,748,228
Site 93,592

Include documentation to support cost of improvements. Acceptable examples are:

- 1) A notarized list identifying the general categories of the work completed, the date the work was completed, and each category's expense.
- 2) Estimate/contract with contractor completing the project.
- 3) The Affidavit of the draw payments of the construction contract. (Please ensure that the affidavit includes a description of the work completed.)
- 4) Settlement Statement of the bank loan taken out for the construction costs.

You must document that the value of the expansion or new construction exceeds \$50,000.00.

PART IV - ECONOMIC IMPACT INFORMATION

- A. Estimated cost of improvements: \$ 3,186,719
- B. Permanent employment estimates:
If existing facility, the current employment level: 14-20
Estimated number of new jobs created: 14-20
- C. Construction employment estimates:
Construction to start: Month: 02 Year: 2018
Construction to be completed: Month: 07 Year: 2018
Number of construction jobs anticipated:
At start: _____ Peak: _____ Finish: _____
- D. Estimated property tax base value increase:
Valuation of existing property as of January 1, preceding this application:
LAND IMPROVEMENTS
\$ 358,250 \$ 147,509

Estimated value of property upon completion of the project subject.

LAND IMPROVEMENTS
\$ 662,638 \$ 3186,719

Estimated Gross Receipt Taxes generated by the business prior to the expansion or construction. \$ 0

Estimated Gross Receipt Taxes to be generated by the business after the expansion or construction. \$ 136,000 Year 1
\$ 157,000 Year 3

I declare under the penalties of falsification that this application, including all enclosed documents and statements, has been examined by me, and to the best of my knowledge and belief is true, correct, and complete.

3-19-18

Date

James S. Wortham
Signature of Applicant

Company Overview

Worthan Properties, LLC, was created in 1998 to develop and own government leaseback properties. Currently owns and leases five properties in three municipalities in New Mexico. One in Alamogordo is the New Mexico Department of Human Services located at 2000 Juniper.

Worthan Properties is the owner and developer for an Exterior Express tunnel carwash that will be leased and operated by Big Wave Xpress, Inc. The car wash will be located at 905 S. White Sands Blvd in Alamogordo. Big Wave Xpress Inc. is also owned by the Worthan family.

BOUNDARY SURVEY PLAT

OF TWO TRACTS OF LAND LOCATED IN THE CORPORATE LIMITS OF ALAMOGORDO, IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, T16S, R10E, N.M.P.M., OTERO COUNTY, NEW MEXICO.

DATE OF SURVEY: AUGUST 25, 2017

LEGEND

- EASEMENT LINE —
- INDICATES FOUND 1/2" REBAR LS 4971
- ⊙ INDICATES 1/2" SET REBAR
- W PLASTIC CAP NAPS 5949
- UTILITY POLE

Buffalo Wild Wings

White Sands Blvd

905 S. White Sands Blvd.

Days Inn Motel

WEST CORNER OF LOT 1, MARKED BY A FOUND 1" IT 1, MARKED BY A FOUND 1" FEET;

189° 47' 49" E, A DISTANCE OF 47.14 FEET TO THE SOUTHEAST CORNER

7TH LINE OF THIS TRACT,

0.42 FEET TO AN ANGLE OR WALL;

A DISTANCE OF 300.14 FEET TO THE EAST LINE OF WHITE

3.54 FEET TO THE PLACE AND IF LAND, MORE OR LESS.

UTH LINE OF A DRAINAGE Y A FOUND 1" REBAR WITH CAP 17° 48' 18" W, A DISTANCE OF 130.04 FEET;

1 N 89° 47' 49" E, A DISTANCE 18.04 FEET WITH CAP STAMPED "LS

THE LEFT A LENGTH OF WITH A LONG CHORD THIS TRACT;

TO AN ANGLE POINT OF THIS

THIS TRACT, BEING A POINT IN CAP STAMPED "LS 4971";

35.06 FEET TO AN ANGLE 18° 11' 17" W, A DISTANCE OF 35.06 FEET;

THE SOUTHWEST CORNER OF

THE POINT OF THIS TRACT,

ENDING OF THE TRACT

ACCEPTANCE OF PLAT

WE, THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN HEREIN, HEREBY ACCEPT THE AMENDED BOUNDARIES, NOTES, CONDITIONS AND EASEMENTS DESCRIBED OR DEPICTED HEREIN AND SET OUR HANDS AND SEAL THIS 22 DAY OF October, 2017.

Michael Skynne
C. MICHAEL SKYNE, A MARRIED MAN
DEALING WITH HIS SOLE AND SEPARATE PROPERTY
PO BOX 554
ALAMOGORDO, N.M. 88311

James W. North
JAMES W. NORTH, PRESIDENT
301 NORTH, PRESIDENT
PO BOX 708
CLOUDCROFT, N.M. 88317

STATE OF New Mexico

COUNTY OF Otero

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS 20 DAY OF October, 2017

MY COMMISSION EXPIRES 01/06/19

Sharon Davis
NOTARY PUBLIC

ACCEPTANCE OF THE CITY OF ALAMOGORDO

THIS BOUNDARY SURVEY PLAT OF TWO TRACTS OF LAND LOCATED IN THE CORPORATE LIMITS OF ALAMOGORDO, IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, T16S, R10E, N.M.P.M., OTERO COUNTY, NEW MEXICO, IS ON THIS DAY OF October, 2017.

SUBMITTED AND APPROVED.

Rachel Hughes ASSISTANT CITY MANAGER

ATTEST, *Rachel Hughes* CITY CLERK



NOTARY CERTIFICATION

I, *John F. Esquire*, a duly qualified and licensed Professional Surveyor, hereby certify that this plat was prepared by me or under my direct supervision and that I am a duly qualified and licensed Professional Surveyor in the State of New Mexico. I further certify that the survey was conducted in accordance with the laws and rules of the State of New Mexico and that the plat is a true and correct representation of the survey.

(Exhibit B)



905 S. White Sands Blvd.

General Contractor:

National Construction, Inc.
PO Box 1479, Alamogordo, NM 88311
(575) 437-2913 Fax (575) 434-8821
Harris Blankenship

Project Manager:

Jason Blankenship (575) 430-2915

Supervising Superintendent:

David Gonzales (575) 491-2849

On Site Superintendent:

Jerry Kayhart (575) 430-9392

Project Manager & Project Tech:

Gene Sukup/Randi Chase (575) 437-2913

Owner:

Jim Worthan
PO Box 708, Cloudcroft, NM 88317
(575) 544-1796

Jobsite:

905 S. White Sands Blvd.
Alamogordo, NM 88310

Permit #:**Architect:**

Loya Wilke
221 N. Kansas St., Suite 820, El Paso, TX 79901
Hector Rodriguez (915) 613-4576

Subcontractors for #1712
Big Wave Xpress Car Wash

<u>Code</u>	<u>Description</u>	<u>Company</u>	<u>License</u>	<u>Phone Number</u>	<u>Address</u>
02200	Earthwork	La Luz Dirt & Paving, LLC Joel Danley office@laluzdirt.com	#392908	(575) 437-1134 Fax (888) 622-0587	166 US Hwy. 82 Alamogordo, NM 88310
03010	Concrete	General Hydronics Concrete, LLC David Caraway david@generalhydronics.com	#38890	(575) 437-6512 Fax (575) 434-6721	1001 Zuni Dr. #E Alamogordo, NM 88310
07200	Insulation	Classic Builders Ken McGinnis kenmcginnis@q.com	#377498	(575) 430-2179 Fax (575)	PO Box 520 La Luz, NM 88337
07510	Thermal & Moisture				
08300	Overhead Doors	Overhead Door of Las Cruces David Pruett dpruett@zianet.com	#59377	(575) 524-5979 Fax (575) 524-5980	PO Box 220 Las Cruces, NM 88004
08520	Glass & Glazing	B & T Glass Trankie Montoya btglassworks@yahoo.com	#88906	(575) 443-6261 Fax (575) 443-9068	2222 Lawrence Ave. Alamogordo, NM 88310
09100	EIFS				
09310	Tile				
09500	Acoustic Ceilings	Classic Builders Ken McGinnis kenmcginnis@q.com	#377498	(575) 430-2179	PO Box 520 La Luz, NM 88337
09650	Resilient & Carpet				

01300	Underground Tanks	Jontel Septic John Horton #50346 magnaman62.jh.jh@gmail.com	(575) 434-2421	78 US Hwy. 82 Alamogordo, NM 88310
01500	Underground Utilities	General Hydronics Utilities David Caraway #388888 david@generalhydronics.com	(575) 437-6512 Fax (575) 434-6721	1001 Zuni Dr. #D Alamogordo, NM 88310
01501	Plumbing	General Hydronics Plumbing Shannan Wright #38889 shannan@generalhydronics.com	(575) 437-6512 Fax (575) 434-6721	1001 Zuni Dr. #F Alamogordo, NM 88310
01510	HVAC	Southwest Air Systems Jack Graham #27011 graham@southwestairsystems.com	(575) 437-0492 Fax (575) 434-6721	1001 Zuni Dr. #B Alamogordo, NM 88310
01600	Electrical	Stone Electric Neil Stone #88890 stoneelectric@live.com	(575) 430-2627 Fax (575) 434-5482	PO Box 27 Alamogordo, NM 88311

Material Suppliers for #1712

Code	Description	Company	License	Phone Number	Address
05100	Structural Steel	Area Iron & Steel		(915) 833-9494	PO Box 13265
05500	Miscellaneous Steel	Karen Edmonston areairon@sbcglobal.net		Fax (915) 833-1510	El Paso, TX 79913
06100	Trusses Framing	Foxworth Galbraith Franklin Montoya fmontoya@foxgal.com		(575) 437-6040 Fax (575) 439-0107	PO Box 430 Alamogordo, NM 88311
07000	Metal Roofing				
08100	Hollow Metal Frames	APCO Building Specialties		(915) 584-9424	PO Box 12807
08200	Wood Doors	Michael Hinojos		(Fax) 833-7587	El Paso, TX 79913
08700	Hardware	mhinojos@apcoinc.net			
	Liner Panels				
09900	Painting				
01025	Fire Extinguishers Cabinets				
01040	Signage				
01080	Toilet Accessories				

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv Unins
4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance6. File Number
PA-65334

7. Loan Number

8. Mortgage Ins Case Number

C. Notes: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower
Worthan Properties, LLC
P.O. Box 758
Cloudcroft, NM 88317

E. Name & Address of Seller

F. Name & Address of Lender
Bank '34
500 E 10th St.
Alamogordo, NM 88310

G. Property Location

A tract of land in the NW1/4 of the SE1/4 of Section 30, Township 16
South, Range 10 East, NMFN, Otero County, New Mexico.
905 S. White Sands Blvd.
Alamogordo, NM 88310

H. Settlement Agent Name

Pioneer Abstract & Title Co. of Alamogordo, Inc.
909 Delaware
P.O. Box 249
Alamogordo, NM 88311-0249 Tax ID: 463691398Place of Settlement
Pioneer Abstract & Title Co. of Alamogordo, Inc.
909 Delaware Ave.
Alamogordo, NM 88310I. Settlement Date
1/19/2018
Fund:

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower

101. Contract Sales Price

102. Personal Property

103. Settlement Charges to borrower

\$55,622.60

104. Draws

\$2,979,824.43

105. Payoff Bank 34

\$449,876.23

Adjustments for items paid by seller in advance

106. County Property Taxes

107. Assessments

108. Mobile Home Tax

109. Rent

110. Other

111. Other

112.

113.

114.

115.

116.

120. Gross Amount Due From Borrower

\$3,485,323.26

200. Amounts Paid By Or In Behalf Of Borrower

201. Deposit or earnest money

202. Principal amount of new loan(s)

\$3,475,000.00

203. Existing loan(s) taken subject to

204. Loan Amount 2nd Lien

205.

206. Deposit with Lender

\$2,382.88

207.

208.

209.

Adjustments for items unpaid by seller

210. County Property Taxes

211. Assessments

212. Mobile Home Tax

213. Rent

214. Other

215. Other

216.

217.

218.

219.

220. Total Paid By/For Borrower

\$3,477,382.88

300. Cash At Settlement From/To Borrower

301. Gross Amount due from borrower (line 120)

\$3,485,323.26

302. Less amounts paid by/for borrower (line 220)

\$3,477,382.88

303. Cash From Borrower

\$7,940.38

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller

401. Contract Sales Price

402. Personal Property

403.

404.

405.

Adjustments for items paid by seller in advance

406. County Property Taxes

407. Assessments

408. Mobile Home Tax

409. Rent

410. Other

411. Other

412.

413.

414.

415.

416.

420. Gross Amount Due to Seller

\$0.00

500. Reductions in Amount Due to Seller

501. Excess Deposit

502. Settlement Charges to Seller (line 1400)

503. Existing Loan(s) Taken Subject to

504. Payoff of first mortgage loan

505. Payoff of second mortgage loan

506.

507.

508.

509.

Adjustments for items unpaid by seller

510. County Property Taxes

511. Assessments

512. Mobile Home Tax

513. Rent

514. Other

515. Other

516.

517.

518.

519.

520. Total Reduction Amount Due Seller

\$0.00

600. Cash At Settlement To/From Seller

601. Gross Amount due to seller (line 420)

\$0.00

602. Less reductions in amt. due seller (line 520)

\$0.00

603. Cash Seller

\$0.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following:

- HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
- Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate;
- Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges					Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	\$0.00	@ % =	\$0.00			
Division of Commission (line 700) as follows:						
701.	to					
702.	to					
703. Commission Paid at Settlement					\$0.00	\$0.00
800. Items Payable in Connection with Loan						
801. Loan Origination Fee	%	to Bank ' 34			\$26,062.50	
802. Loan Discount	%	to				
803. Appraisal Fee		to Bank ' 34			\$5,000.00	
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Insurance Application		to				
807. Assumption Fee		to				
808. Appraisal Review Fee		to Bank ' 34			\$500.00	
809. Tax Service Fee		to Bank ' 34			\$540.00	
810. Construction Admin Fee		to Bank ' 34			\$1,000.00	
811. Flood Determination Fee		to Bank ' 34			\$24.84	
812. Phase 1 Assessment Fee		to Bank ' 34			\$2,382.88	
813. Remaining Equity		to Bank ' 34			\$7,940.38	
900. Items Required by Lender To Be Paid In Advance						
901. Interest from	1/19/2018 to 2/1/2018 @ \$0/day					
902. Mortgage Insurance Premium for months	to					
903. Hazard Insurance Premium for years	to					
1000. Reserves Deposited With Lender						
1001. Hazard insurance	months @	per month				
1002. Mortgage insurance	months @	per month				
1003. County Property Taxes	months @	per month				
1004. Assessments	months @	per month				
1005. Mobile Home Tax	months @	per month				
1006. Rent	months @	per month				
1007. Other	months @	per month				
1008. Other	months @	per month				
1009. Flood Insurance	0 months @					
1011. Aggregate Adjustment						
1100. Title Charges						
1101. Settlement or closing fee	to Pioneer Abstract & Title Co. of Alamogordo, Inc.					
1102. Abstract or title search	to					
1103. Title examination	to					
1104. Title insurance binder	to					
1105. Document preparation	to					
1106. Notary fees	to					
1107. Attorney's fees	to					
(includes above items numbers:)						
1108. Title insurance	to Pioneer Abstract & Title Co. of				\$10,121.00	
(includes above items numbers:)						
1109. Lender's coverage	\$3,475,000.00/\$11,992.00					
1110. Owner's coverage	\$0.00/\$0.00					
1111. Escrow fee	to					
1112. Commitment/Binder	to Pioneer Abstract & Title Co. of Alamogordo, Inc.				\$100.00	
1113. Mech Lien- w/ evidence prioriti	to Pioneer Abstract & Title Co. of Alamogordo, Inc.				\$25.00	
1114. Commercial Env. Prot. Lien End	to Pioneer Abstract & Title Co. of Alamogordo, Inc.				\$25.00	
1115. REM End Imprv Land 9.3 - 06	to Pioneer Abstract & Title Co. of Alamogordo, Inc.				\$1,371.00	
1116. Pending Disbsmnt Down Date	to Pioneer Abstract & Title Co. of Alamogordo, Inc.				\$300.00	
1117. Location Endorsement	to Pioneer Abstract & Title Co. of Alamogordo, Inc.				\$25.00	
1118. Access and Entry End	to Pioneer Abstract & Title Co. of Alamogordo, Inc.				\$25.00	
1119. Same as Survey	to Pioneer Abstract & Title Co. of Alamogordo, Inc.				\$25.00	
1120. Single Tax Parcel Endst	to Pioneer Abstract & Title Co. of Alamogordo, Inc.				\$25.00	
1200. Government Recording and Transfer Charges						
1201. Recording Fees	Deed ; Mortgage \$25.00 ; Releases \$75.00				\$100.00	
1202. City/county tax/stamps	Deed ; Mortgage to					
1203. State tax/stamps	Deed ; Mortgage to					
1204. Recording Fee - Assignment of Rents	to Pioneer Abstract & Title Co. of Alamogordo, Inc.				\$25.00	
1205. eRecording Fee	to Pioneer Abstract & Title Co. of Alamogordo, Inc.				\$30.00	
1206. UCC Filing Fee	to Pioneer Abstract & Title Co. of Alamogordo, Inc.				\$25.00	
1300. Additional Settlement Charges						
1301. Survey	to					
1302. Pest Inspection	to					
1303. Courier Fees	to Pioneer Abstract & Title Co. of Alamogordo, Inc.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$55,622.60	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Worthing Properties, LLC

By James S. Worthing

Patricia Worthing

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

[Signature] 1/12/10
Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

Page 4

Form HUD-1 (3/86)
Handbook 4305.2

2017 NOTICE OF VALUE

OFFICE OF THE OTERO COUNTY ASSESSOR
1104 N. White Sands Blvd. Ste B - Alamogordo, NM 88310-6901
Phone (575) 437-5310 Fax (575) 443-2918
Website: www.co.otero.nm.us

THIS IS NOT A TAX BILL

Property Listed and Valued as of January 1, 2017

THIS VALUE WILL BE A FACTOR IN
DETERMINING YOUR 2017 PROPERTY TAX BILL

RETAIN THIS PORTION
FOR YOUR RECORDS

THIS IS THE ONLY NOTICE OF VALUE YOU WILL RECEIVE UNLESS YOU ARE THE OWNER OF PERSONAL PROPERTY OR TAXABLE LIVESTOCK.
INSTRUCTIONS FOR PROTESTING AND FILING OF EXEMPTIONS ARE ON THE REVERSE SIDE.
FOR ASSISTANCE, CALL (575) 437-5310, BETWEEN THE HOURS OF 7:30 AM - 6:00 PM MONDAY - FRIDAY.

123357

NIP, KEVIN C
22 CAMINO DEL NORTE
ALAMOGORDO NM 88310-9302

2308

R010002

Official Mailing Date

03/31/17

Protest Period Ends

04/30/17

Account #

R010002

NET TAXABLE VALUES WILL BE ALLOCATED TO GOVERNMENTAL UNITS IN SCHOOL DISTRICT

School District	Parcel Number
01_NR	01N4055095107332

PROPERTY DESCRIPTION	UNITS	VALUE DESCRIPTION	TYPE	FULL VALUE
S: 30 T: 16 R: 10 TR IN N1/2NW1/4SE1/4, TR IN S1/2NW1/4SE1/4 SITUS Address: 905 S WHITE SANDS BLVD ALAMOGORDO 88310 Business Name: PALM SIDE		Land Improvement	NON	358,250

FULL VALUE MEANS THE VALUE DETERMINED FOR PROPERTY TAXATION PURPOSES. *TAXABLE VALUE* IS 85% OF *FULL VALUE*. *NET TAXABLE VALUE* IS *TAXABLE VALUE* LESS EXEMPTIONS AND IS THE VALUE UPON WHICH TAX IS IMPOSED

VALUE RECAP	2017 TOTAL VALUATION	FULL VALUE	TAXABLE VALUE
LAND	358,250		119,417
STRUCTURES	147,509		49,170
MANUFACTURED HOME			
PERSONAL PROP.			
LIVESTOCK			
TOTAL VALUE	505,759		168,587
VETERANS EXEMPT.			
FAMILY EXEMPT.			
OTHER			
NET TAXABLE VALUE			168,587
2016 VALUE RECAP			
2016 TAXABLE VALUE			165,281
2016 TAX RATE	NR		32.166000
2016 TAX AMOUNT			5,316.44

INSTRUCTIONS FOR CALCULATING ESTIMATED TAX (NMSA 7-38-20): The calculation of an estimated property tax may be higher or lower than the property tax that will actually be imposed. Tax rates will be determined for the current year by the Department of Finance and Administration no later than September 1st. The estimated tax may be calculated by multiplying the Current Year's Net Taxable Value by the Previous Year's Tax Rate. Example: \$33,000 (Current Year's Net Taxable Value) X .030582 (Previous Year's Tax Rate) = \$1009.21 (Estimated Tax). For property information, please visit our website at www.co.otero.nm.us

↓ TO DETACH, TEAR ALONG PERFORATION ↓

OWNER'S NAME & ADDRESS
123357

NIP, KEVIN C
22 CAMINO DEL NORTE
ALAMOGORDO NM 88310-9302

2308

R010002

FOR 2017 ADDRESS OF OWNERSHIP
CHANGES OR CORRECTIONS
RETURN THIS PORTION
TO THE ASSESSOR'S OFFICE.

Account #

R010002

DO NOT SIGN AND RETURN THIS FORM IF THERE ARE NO CHANGES TO BE MADE!
The information you provide will assist us in assuring that the assessment of your property is correct. We make every attempt to assess all property to the current owner with a correct mailing address. If our records are not up to date, please complete the information requested below and return to this office.

PLEASE RETURN A CHANGE FORM FOR EACH PROPERTY.

FOR MAILING ADDRESS CHANGE COMPLETE THE FOLLOWING BELOW, SIGN AND RETURN TO ASSESSOR

CORRECT MAILING ADDRESS		PROPERTY CHANGE DECLARATION	
Name:		If there has been a change to the status of your land or building, or if you need a blank form, please check.	
MAILING ADDRESS:		☐ New	PROPERTY USE:
CITY:		☐ Residential	☐ Protest Form
STATE:		☐ Commercial	☐ Veterans Exemption
ZIP CODE:		☐ Addition	☐ Personal Property
TELEPHONE HOME:		☐ Manufactured Home	☐ Agricultural Applic.
WORK:		☐ Other	☐ Non Govt. Exemption
			☐ Age 65 and older or Disabled w/Low Income

VETERAN AND HEAD-OF-FAMILY EXEMPTIONS
I hereby certify that I am a resident of New Mexico as of January 1 of this year and the "head of family" as that term is defined in Section 7-37-4 of the Property Tax Code, and I hereby claim the exemption from the taxable value of the property provided by Section 7-37-4 of the Property Tax Code. I certify that the above information is true and correct and that this exemption is not being claimed in any other county.

Head of Family (Sign Here): _____ (A)

I hereby certify that I am a New Mexico resident as of January 1 of this year and a "veteran" as that term is defined in Section 7-37-5 of the Property Tax Code, that I have filed with the county assessor a certificate of eligibility for the veteran exemption from the Veterans Service Commission, and that I claim the exemption from the taxable value of the property owned by me.

Veteran or unmarried surviving spouse of a veteran. (Sign Here): _____ (B)

AFFIRMATION
I do solemnly affirm to the best of my knowledge that the statements on this form completed and signed by me and the preceding list and description are full and correct statements of all property required to be reported pursuant to Section 7-38-B of the Property Tax Code in this county on January 1 and all statements required to be made under the Property Tax Code, and I so affirm under pains and penalties of perjury.

Affirmed before me this _____ day of _____ 20____

X _____ (C) _____ Assessor, Assessor's Employee
Property Owner or his Authorized Agent

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/21/2018

Report No: 13.

Submitted By:

Subject: Consider, and act upon, approval of Resolution No. 2018-31, updating Admin Fees for 2019 in compliance with section 2-01-030, as amended by Ordinance No. 1539, August 2017, to take effect January 1, 2019. *(Darron Williams, City Planner)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: To adopt Resolution Number 2018-31, updating Administrative Fees.

Background: Consider, and act upon approval of Resolution No. 2018-31, updating Administrative Fees for 2019 in compliance with section 2-01-030, as amended by Ordinance No. 1539, August 2017, to take effect January 1st, 2019 *(City Planner Darron Williams)*.

Resolution NO. 2018-31
A RESOLUTION SETTING ADMINISTRATIVE
FEES FOR THE 2019 CALENDAR YEAR

WHEREAS, the City Commission of the City of Alamogordo amended **Section 2-01-030. – Administrative Fees** of the City of Alamogordo *Code of Ordinances*, by Ordinance 1539 in August 2017; and,

WHEREAS, the City Commission by ordinance directed the City of Alamogordo's Planning and Zoning department to update administrative fees annually by resolution; and,

WHEREAS, the City of Alamogordo's Planning and Zoning department has in due diligence strictly monitored overall processes by which said fees are determined; and,

WHEREAS, there are nine (9) fees which shall be changed for the 2019 calendar year; and,

WHEREAS, the remaining fees, which are unchanged, shall be established by this resolution for the 2019 calendar year;

BE IT ORDAINED by the City Commission of the City of Alamogordo New Mexico that the administrative fees for the 2019 calendar year shall be as follows:

<u>Name</u>	<u>Current Fee</u>	<u>Jan 1st 2019</u>
Accessory Buildings/Carport ¹	\$100	\$75
Annexation ²	\$500*	\$600*
Cell/Comm Towers ¹	\$100	\$75
Certificate of Zoning ³	\$50	\$50
Change of Street Name ²	\$150 – up	\$150 – up
Curb Cuts ⁴	\$30	\$30
Dedication of easement ²	\$300 ea	\$300 ea
Demolition ³	\$50	\$50
Encroachment permits ²	\$150	\$150
Excavation ^{4 or 1}	\$90-\$210	\$90-\$210
-Franchise fee	\$3000	\$3000
Foundation repair ³	\$50	\$50
Interior/Exterior Remodel	\$30 ^R /\$100 ^C	\$30 ^R /\$100 ^C
Mobile Home Blocking ¹	\$100	\$50
Re-Zoning/Map change ⁵	\$600 – up*	\$500 – up*
Re-roof ⁴	\$30	\$30
Signs/Billboards ¹	\$100	\$75
Solar Panels ^{4 or 1}	\$30roof/\$100ground	\$30roof/\$100ground
Special Event Permit ²	\$250-up	\$250 – up
Swimming Pools ¹	\$100	\$100

Window replacement ⁴	\$30	\$30
Vacation ²	\$250*	\$250*
Variance	\$300	\$300
Violation Correction	10 X fee	10 X fee
<u>Zoning Review Fees:</u>		
- New Residential/Addition ¹	\$100	\$75
- New Commercial/Addition ^{***5}	\$600*	\$150-\$600*
- Mobile Home/RV Park ^{***5}	\$600*	\$600*
- Sub-division/Replat ^{***2}	\$150 – up	\$150 – up
--Pre-application ⁴	\$30	\$0
--Certificate of Survey ⁴	\$30	\$30
--New Sub-division ⁵	\$600	\$600
-- Summary Sub-Divide ^{2 or 5}	\$200 – up*	\$200 – up*
-- Reversion to acreage ²	\$200*	\$200*

Legend:

^R = Residential ^C = Commercial

* – Cancellation of any P&Z action before publication – min \$200 non-refundable fee.

*** – Needs Technical Review Panel (Fire, Eng, P&Z, Parks, Streets, Legal, & PW) - \$450 for full panel (\$75 per department attendee for less than full panel)

¹ – Ordinance Review

² – Requires combination of P&Z Staff time, postage, publication, COA staff time.

³ – Minimum of one hour P&Z Staff time

⁴ – Minimum fee charged and requires minimal processing time.

⁵ – Fee includes Technical Review Panel, P&Z and COA staff time, postage and publication

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2018.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/22/2018

Report No: 14.

Submitted By:

Subject: Discussion and direction to staff regarding Section 24-12-6-13.3 of the Alamogordo Uniform Traffic Ordinance. (*Maggie Paluch, City Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Commissioner Rardin has asked that this Section be brought forward for discussion.

24-12-6-13.3. - UNHITCHED TRAILER ON STREET.

No person shall leave any type of trailer unhitched upon a street. (*)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/22/2018

Report No: 15.

Submitted By: Maggie Paluch

Subject: Consider, and act upon, funding the Hollamo Express bus service. (*Baxter Pattillo, MainGate United*)

Fiscal Impact: \$20,000.00

Amount Budgeted: \$0.00

Fund: 44-Transportation

Additional Fiscal Impact: The funds for this project would come from the Transportation Fund (44). Currently Z-Trans is paid out of this fund and the unencumbered fund balance is \$150,875.00.

Recommendation:

Background: Baxter Pattillo from MainGate United is requesting the City fund the Hollamo Express bus service for one year. The Hollamo Express is a service for the airmen and veterans to be transported free of charge from Holloman Air Force Base to various locations in the community.

All Aboard!



BROUGHT TO YOU BY THE ALAMOGORDO CHAMBER OF COMMERCE AND:



Z-Trans drivers are not permitted to take tips. Donations for the continuation of the Hollamo Express can be made at the front of the bus to the marked donation box.



**“THE CITY OF ALAMOGORDO IS THRILLED WITH THIS MUCH
-NEEDED TRANSPORTATION OPPORTUNITY FOR OUR AIR FORCE
SERVICE MEMBERS AND THEIR FAMILIES.”**

-RICHARD BOSS, CITY OF ALAMOGORDO MAYOR

**“THIS IS A GREAT INITIATIVE THAT WILL BRING OUR COMMUNITIES
EVEN CLOSER TOGETHER AND REINFORCE OUR COMMITMENT TO
ONE ANOTHER.”**

**-COLONEL BRIAN PATTERSON, VICE COMMANDER
HOLLOMAN AIR FORCE BASE**



The Route

- :00** Holloman AFB (Barracks Parking Lot)
- :15** IHOP @ White Sands Blvd (central to Applebee's & Chili's)
- :17** Buffalo Wild Wings at White Sands
- :18** Jerry's Lounge/Walmart
- :22** New York and 11th St.
- :26** White Sands Mall/Pepper's
- :35** Allen Theaters/Fun Center



The Budget

Proposed Operating Budget for Main Gate Route - Friday and Saturday Nights

Budget Assumptions:

52 weeks * 2 (Fri./Sat.) = 104 Available Days * 8 Hrs = 832 Operating Hours

Operating Hours 5-12 = 7 hours + PrePost Trip 1 hour = 8 hours

Vehicle Insurance: \$65,418 / 13 Buses = \$5,032.15 / 365 Possible Days = 13.79 per/day * 104 Days = \$1,433.82

Utilities: Annual Utilities \$13,160 / 258 Available days = \$51 per day / 8 hours per day = \$2.83 per hour * 832 operating hours = \$2,357.69

Main Gate Route	Mile/route	route/day	Miles/day	days/year	Total Miles	Avg MPG	# Gal	Cost	Total Fuel Cost	# Oil Changes	based on 3,000 mile interval	# Tire Changes	Total Cost
Route one		30	7	210	104	21,840	10	2,184	\$3.50	\$7,644	4.3680	0.4368	720.72
Total Alamogordo	30		210	104	21,840		2,184		7,644				720.72
Additional Route	0	0	0	0	0	0	10	0	\$0.00	\$0	0	0	0
Total Additional Route					0				\$0	\$0			\$0
Totals:	30	7	210		21840		2184		\$7,644.00	\$698.88			\$720.72

DRIVERS:						*1 Hour added to each day for Pre/Post trip and fueling		Fringe @ 20%		VEHICLE INSURANCE	\$1,433.82
	Hrs/day	days/year	total Hrs	rate/pay						UTILITIES:	\$2,357.69
Main Gate	8	104	832	\$10.50	\$8,736.00		\$1,747.20	FICA/Med			
Additional Route	0	0	0	\$10.50	\$0.00		\$0.00	Unemployment			
Totals	8		832		8736		\$1,747.20	Workers Comp/Asmnt			
								Health			
Total Cost for Drivers	8		832		\$8,736.00		\$1,747.20				

DISPATCHER	7:30-12:30						
	Hrs/day	Rate/pay/hr	Days/year	Total cost	fringe%	Tot Fringe	
DISPATCHER	5	9.00	104	\$4,680	20	\$936.00	
Totals				\$4,680		\$936	

Friday/Saturday Run		Main Gate Operating Budget			
Oper Costs		1 Business	2 Business	3 Business	4 Businesses
Supervisor					
Driver Salaries	\$8,736.00				
Fringe	\$1,747.20				
Maintainer					
Dispatcher	\$4,680.00				
Fringe	\$936.00				
Accountant					
Vehicle Insurance	\$1,433.82				
Cell Phone					
Repeater					
Contract Services					
Building Main					
Operational Rent					
Utilities	\$2,357.63				
shop supplies					
Printing					
training					
travel					
Lodging and Meals					
fuel	\$7,644.00				
license					
Tire Rotations					
oil	\$638.88				
replacement					
tires	\$720.72				
vehicle maint					
painting					
Total Operating Costs	\$27,520.49	50/50			
Total Administrative Co.	1,433.82	80/20			
SubTotal Costs:	28,954.31	Per Month			
15% Overhead Costs:	4,343.15	\$2,774.79			
Total Costs:	33,297.46	1 Business	2 Business	3 Business	4 Businesses
		Annually	Annually	Annually	Annually
		888888	888888	11,099.15	8,324.36
		640.34	320.17	213.45	160.08
		Weekly	Weekly	Weekly	Weekly
		1 Business	2 Business	3 Business	4 Businesses
NMDOT Participation		Annually	Annually	Annually	Annually
Total Annual Local Match:		14,047.01	7,023.50	4,682.34	3,511.75
Cost per/month: OPERATING	13,760.25	270.13	135.07	90.04	67.53
ADMINISTRATIVE	286.76	Weekly	Weekly	Weekly	Weekly
Federal Operating Match	13,760.25				
Federal Administrative Match	1,147.06				
Projected Transit Statistics					
Cost per/hour	\$40.02				
Cost per/mile	\$1.52				
Cost per/passenger	\$32.02				
(Based on 10 trips per night 10*2*52=1040)					

A Success Story

Total Ridership: 342

- April 13-26: 111 Riders
- May 4-26 115 Riders
- June 1-19: 116 Riders

We Need Your Help!

- Insurance Secured
- Participation is growing
- Support of Holloman and Higher Ups
- MAJCOMM is suggesting more military towns provide this service
- \$20,000 to fund 2018 and then self-funded

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/22/2018

Report No: 16.

Submitted By: April Jones

Subject: Appointments to Boards and Committees. (*Richard Boss, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Cemetery Board.

Background:

Airport Zoning Board. Two (2) vacancies. Staff Liaison - Cheryl Otero-Baker
No nominations received.

Alamogordo Disability Council. Three (3) vacancies. Staff Liaison - **No Staff Liaison appointed**
No nominations received.

Alamogordo Public Library Board. Two (2) vacancies - one (1) city position and one (1) county position.
Staff Liaison - Melissa Garcia.
No nominations received.

Cemetery Board. One (1) vacancy. Vacancy due to the expired term of Richard Merrick. Staff Liaison - Jan Wafful.

The following individual is interested in being appointed:

Windy Franks - if appointed, this will be her first term.

Community Development Advisory Committee. Six (6) vacancies. Staff Liaison - Cynde Sagenkahn
No nominations received.

Senior Volunteer Programs Advisory Council. Three (3) vacancies. Staff Liaison - Neil McFarland. (One vacancy represents the Foster Grandparent program, one represents the Senior Companion program, the remaining seat is an at large member residing within the city)
No nominations received.

White Sands Beautification Committee. One (1) vacancies. Staff Liaison Darron Williams. No nominations received.

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

RECEIVED
JUN 14 2018
CITY CLERK

Name: Windy Franks
Home Phone: — Work Phone: —
Cell Phone: 575 551 6107 Fax No: —
E-mail address: windy.franks@gmail.com
Physical Address: 1106 Indian Wells
Is the above address within City limits? Yes X No —
Mailing Address: 1106 Indian Wells
Present Employer: — Job Title: —

Board/Committee you wish to serve on:

First choice: Cemetery
Second choice: —

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

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

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

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

Experience and education relating to the Board/Committee: —

amateur genealogist friends in the cemetery

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

highly encouraged to join, saw the need

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: 06/26/2018

Report Date: 06/22/2018

Report No: 17.

Submitted By: Jim LeClair

Subject: Presentation to be given on the Alamogordo Fire Departments "Five Year Plan". (*Jim LeClair, Fire Chief*)

Fiscal Impact: Yes

Amount Budgeted: \$0.00

Fund: General Fund Expense Lines related to Fire (011-4204-421), and Fire Fund Expense lines (033-000-421)

Additional Fiscal Impact:

1st year, \$975,912.96

2nd year, \$1,359,764.81

3rd year, \$541,184.70

4th year, \$4,701,875.00

5th year, \$2,180,260.00

Recommendation:

Background: During Budget Hearings on Monday May 14, 2018, Chief Jim LeClair was instructed by Commission to begin to put together a five (5) year plan to fully staff the Alamogordo Fire Department.



Alamogordo Fire Department

Five Year Plan Transition

The following is a five year plan to fully staff the Alamogordo Fire Department. As you know the Alamogordo Fire Department was re-formed in 2013. As you read through this document, you will see that this “five (5) year plan” is divided into five (5) developmental periods consisting of the following: 1st Year Goal, 2nd Year Goal, 3rd Year Goal, 4th Year Goal, and the Final 5th year Target Goal. As you read through this plan you will find a series of yearly steps necessary to accomplish the goals within that designated period. Each of these steps are specifically developed to reduce the impact associated with hiring staffing, purchasing equipment, remodeling existing structures, and the design and build of new structures. As we move forward, it is most important to me to be physically responsible as we increase the budget for the Alamogordo Fire Department to insure this process is manageable for the City. With this recommendation, it will bring the Alamogordo Fire Department in compliance with current NFPA 1710 and OSHA 29CFR 1910-134 standards regarding minimal staffing levels to include the “Two in-Two Out” policy.

Current Infrastructure Alamogordo Fire Department

Fire House-1 - 619 Texas Avenue
Fire House-2 - 2010 Walker Road
Fire House-3 - 3500 Airport Road
Fire House-4 – 3310 10th Street
Fire House-5 - 1492 South Florida
Fire House-6 – 3100 North Florida
Fire House-7 – 2010 Oregon Avenue

Current Staffing

- 1 Fire Chief- Director of the Alamogordo Fire Department
- 1 Deputy Chief of Operations
- 3 Fire Lieutenants
- 18 Firefighters
- 1 Executive Administrator
- 1 Administrative Assistant

Future Staffing Goals

- <1 Deputy Chief of Administration>
- <4 Fire Captains, one assigned the duties of Emergency Management>
- <9 Fire Lieutenants>
- <18 Driver Operators>
- <1 Administrative Assistant>

1st Year Goal

During this period the focus will be dedicated to one goal:



Alamogordo Fire Department

Five Year Plan Transition

- The creation and hiring of 12 Driver Operator positions within the Alamogordo Fire Department.

The immediate results of this change will be noticed in the aid provided in the response to emergency calls for service, as we will be able to provide a better level of service for our community and keeping staff safe. With the above goal met, the Alamogordo Fire Department will have three (3) dedicated Driver Operators for Fire House-1, 2, 5, and 6, three (3) Firefighters for Fire House- 2, and 6, and six (6) Firefighters for Fire House-1 and 5.

So how do we go about accomplishing this goal?

Of course we would have to apply for the Safer Grant, and if awarded it would be a total of a three year Period of Performance (POP). The Federal portion of funding for years one (1) and two (2) would be 75% of a first year Firefighter in our department to include the usual annual cost such as; health insurance, dental, vision, life insurance, retirement/pension. Overtime will be excluded, and

The Federal portion of funding for year three will be 35% of the first year Firefighter in our department to include everything previously mentioned above along with the exclusion of overtime.

Fire House #1

619 Texas Avenue, "Administrative Station"

1 Fire Chief

1 Deputy Chief of Operations

1 Executive Administrator

3 Fire Lieutenants

3 Driver/Operator

$\$75,977.88 \times 3 = \$227,933.64$

6 Firefighters

Engine-1

Truck-1

Rescue-1

Fire House #2

2210 South Walker Road. "Fire Station"

3 Driver/Operator

$\$75,977.88 \times 3 = \$227,933.64$

3 Firefighters

Engine-2

Brush-2

Fire House #3

3500 Airport Road. "ARFF Fire Station"

Rescue 3



3310 10th Street. “Fire Station”
Not Manned
Engine-4
Engine-4 “reserve”

1492 S. Florida Avenue, "Fire Station"

3 Driver Operators	\$75,977.88 x 3 = \$227,933.64
6 Firefighters	
Truck-5	
Tender-5	
Engine-5	

3100 N. Florida Avenue, “Fire Station”

3 Driver Operators \$75,977.88 x 3 = \$227,933.64
3 Firefighters
Engine-6
Brush-6

1 Administrative Assistant
Reserve Engine-7
Rescue-7
Hazmat-7

Cost Associated With the First Year Goal

[illegible]

2nd Year Goal

During this period the main focus will be on remodeling and expanding two current Fire Houses to accommodate additional staffing, thus allowing the day to day operations to be more efficient, and manageable. During this period the goals will be four fold:



Alamogordo Fire Department

Five Year Plan Transition

- Number one we will start with the remodel of Fire House-4, making the necessary changes to accommodate three (3) Fire Lieutenants, three (3) Driver Operators, and three (3) Firefighters, allowing for the necessary fire protection for this Fire District.
- Number two will be for the remodel of Fire House-7, once this project is completed, the Alamogordo Fire Department will occupy this Fire House with the “Code Enforcement-Fire Prevention Division”, creating a needed location within our City to disperse Fire Department information along with public education materials.

The funding for these two projects can be offset by taking advantage of some State Fire Fund increases that are associated with our most recent bump in our ISO (Insurance Service Office) rating, additional Fire Prevention Grant funding for new Fire Prevention program development, and Capital Infrastructure monies for identified projects funded through the State.

- Number three will be the creation and hiring of three (3) additional Fire Lieutenant Positions, and
- Number four will be the creation and hiring of three (3) additional Driver/Operator positions.

The immediate results of the above changes will be noticed in re-staffing Fire House-4 with 3 Driver/Operators, and moving 3 Firefighters from Fire House-1 into District 4. This change alone will provide a better level of service to our community, and keeping staff safe. In addition, with the above goals met, the Alamogordo Fire Department will have 3 additional Fire Lieutenants working out of Fire House-5 to help manage the additional staffing, maintaining the “Span of Control” that is addressed in both NFPA and as outlined in the National Incident Management System.

Fire House #1

619 Texas Avenue, “Administrative Station”

1 Fire Chief
1 Deputy Chief of Operations
1 Executive Administrator
3 Fire Lieutenants
3 Driver/Operator
3 Firefighters
Engine-1
Truck-1
Rescue-1

Fire House #2

2210 South Walker Road. “Fire Station”

3 Driver/Operator
3 Firefighters
Engine-2
Brush-2



Alamogordo Fire Department

Five Year Plan Transition

Fire House #3

3500 Airport Road. "ARFF Fire Station"
Rescue 3

Fire House #4

3310 10th Street. "Fire Station"

3 Driver/Operators

$\$75,977.88 \times 3 = \$227,933.64$

3 Firefighters

Moved from Fire House-1

Engine-4

Engine-4 "reserve"

Fire House #5

1492 S. Florida Avenue, "Fire Station"

3 Fire Lieutenants

$\$83,578.49 \times 3 = \$250,735.47$

3 Driver Operators

6 Firefighters

Truck-5

Tender-5

Engine-5

Fire House #6

3100 N. Florida Avenue, "Fire Station"

3 Driver Operators

3 Firefighters

Engine-6

Brush-6

Fire House #7

1 Administrative Assistant

Reserve Engine-7

Rescue-7

Hazmat-7

Cost Associated With the Second Year Goal

3 Fire Lieutenants \$250,735.47

3 Driver/Operators \$227,933.64

Equipment/Bunker Gear x 6 \$18,307.80

SCBA Mask x 6 \$1260.00

Uniforms x 6 \$10,833.90

Fire House 4 Remodel \$320,000.00

Fire House 7 Remodel \$527,319.00

Utilities (Fire House-4) 1,875.00



\$1,500.00

[illegible]

During this period the focus will be three fold:

- Number one will be the creation and hiring of three (3) additional Fire Lieutenant Positions. The immediate results of the above changes will be noticed in the aid provided in response to emergency calls for service with the additional staffing. This change will allow us to back fill Fire House 6 with three (3) first line supervisors. This change will allow Fire Houses 1, 5 and 6 to operate as true “Engine Companies”, thus keeping additional Engine Companies in service, cutting down on the wear and tear of equipment due to an all “Engine” response, reducing maintenance costs. In addition, this simple change will allow additional Engine Companies to take calls as they come in, keeping Engine Companies in their respective fire districts, and keeping our Community and staff safe. With the above goal met, the Alamogordo Fire Department will have six (6) Fire Lieutenants to help manage the additional staffing, able to maintain the “Span of Control” that is addressed in NFPA and as outlined in the National Incident Management System.
- Number two will be the creation and hiring of one (1) Deputy Chief of Administration position. This Change will allow a Command Officer to be stationed at, and working out of Fire House-7, making sure things run appropriately within the Code Enforcement-Fire Prevention Division. This position will also respond to large scale incidents to include structure fires, flooding etc., and of course be subject to recall if needed.
- Number three will be the creation and hiring of one (1) Emergency Manager holding the rank of Captain. This position will be dedicated to the responsibilities of “Emergency Management”, will also be required respond to large scale incidents to include structure fires, flooding, etc., and also be subject to recall if needed.

619 Texas Avenue, “Administrative Station”

1 Deputy Chief of Operations

3 Fire Lieutenants

3 Driver/Operator

3 Firefighters

Engine-1

Truck-1

Rescue-1

2210 South Walker Road. "Fire Station"

3 Driver/Operator



Alamogordo Fire Department

Five Year Plan Transition

3 Firefighters
Engine-2
Brush-2

Fire House #3

3500 Airport Road. "ARFF Fire Station"
Rescue 3

Fire House #4

3310 10th Street. "Fire Station"
3 Driver/Operators
3 Firefighters
Engine-4
Engine-4 "reserve"

Fire House #5

1492 S. Florida Avenue, "Fire Station"

1 **Emergency Manager** $\$61,188.33 \times 1 = \$61,188.33$
3 Fire Lieutenants
3 Driver Operators
6 Firefighters
Truck-5
Tender-5
Engine-5

Fire House #6

3100 N. Florida Avenue, "Fire Station"

3 **Fire Lieutenants** $\$83,578.49 \times 3 = \$250,735.47$
3 Driver Operators
3 Firefighters
Engine-6
Brush-6

Fire House #7

1 **Deputy Chief of Administration** $\$97,958.35 \times 1 = \$97,958.35$
1 Administrative Assistant
Reserve Engine-7
Rescue-7
Hazmat-7

Cost Associated With the Third Year Goal

1 Deputy Chief of Administration \$97,958.35
1 Emergency Manager \$61,188.33
3 Fire Lieutenants \$250,735.47



4th Year Goal

Fire House #1

1 Fire Chief
1 Deputy Chief
1 Executive Administrator
3 Fire Lieutenants
3 Driver/Operator
3 Firefighters
Engine-1
Truck-1
Rescue-1

2210 South Walker Road. "Fire Station"

Fire House #3

Page 8 of 13



3310 10th Street. "Fire Station"

3 Driver/Operators

3 Firefighters

Engine-4

Engine-4 “reserve”

1492 S. Florida Avenue, "Fire Station"

1 Emergency Manager

3 Fire Lieutenants

3 Driver Operators

6 Firefighters

Truck-5

Tender-5

Engine-5

3100 N. Florida Avenue, “Fire Station”

3 Fire Lieutenants

3 Driver Operators

3 Firefighters

Engine-6

Brush-6

1 Deputy Chief of Administration

1 Administrative Assistant

Reserve Engine-7

Rescue-7

Hazmat-7

Un-manned with no equipment

Design and Build Fire House 8	\$4,700,000.00
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Utilities	\$1,875.00
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[illegible]

Page 9 of 13



Alamogordo Fire Department

Five Year Plan Transition

This goal is identified as the “Target Goal”, this five year goal period will be threefold:

- Number one will be the creation and hiring of the final three (3) Fire Captains Positions,
- Number two will be for the creation and hiring of three (3) Driver/Operator Positions, and
- Number three will be for the purchase of all equipment associated with outfitting this Fire House.

As you can imagine this requires additional funding for staffing, and equipment needs. The main focus will be dedicated on expanding staffing and reorganizing to make day to day operations more efficient and manageable. With these changes, the City will have a fully functional Engine Company on the North side of the City capable of responding to emergency calls for service within the timeframes outlined by the Insurance Service Office and the NFPA 1710 and 1720 Standard. In addition, this project can come to fruition by taking advantage of State Fire Fund increases that are associated with our most recent bump in our ISO rating, Capital Infrastructure monies for projects through the State, working with the developer of the Mesa Village subdivision in respect to assistance with this needed public safety goal, applying for “Safer Grants” that are specifically designed to help Fire Departments with staffing issues, and of course any available city monies.

Fire House #1

619 Texas Avenue, “Administrative Station”

1 Fire Chief
1 Deputy Chief
1 Executive Administrator
3 Fire Lieutenants
3 Driver/Operator
3 Firefighters
Engine-1
Truck-1
Rescue-1

Fire House #2

2210 South Walker Road. “Fire Station”

3 Driver/Operator
3 Firefighters
Engine-2
Brush-2

Fire House #3

3500 Airport Road. “ARFF Fire Station”

Rescue 3

Fire House #4

3310 10th Street. “Fire Station”

3 Driver/Operators



Alamogordo Fire Department

Five Year Plan Transition

3 Firefighters
Engine-4
Engine-4 "reserve"

Fire House #5

1492 S. Florida Avenue, "Fire Station"

3 Fire Lieutenants
3 Driver Operators
3 Firefighters
Truck-5
Tender-5
Engine-5

Fire House #6

3100 N. Florida Avenue, "Fire Station"

3 Fire Lieutenants
3 Driver Operators
3 Firefighters
Engine-6
Brush-6

Fire House #7

1 Deputy Chief of Administration
1 Administrative Assistant
Reserve Engine-7
Rescue-7
Hazmat-7

New Fire House #8

Location to be determined, "Fire Station"

3 Fire Captains	$\$91,179.09 \times 3 = \$273,537.27$
3 Driver Operators	$\$75,977.88 \times 3 = \$227,933.64$
3 Firefighters	Moved from Fire House-5
1 Administrative Assistant	$\$37,187.80 \times 1 = \$37,187.80$
Engine-8 (New)	$\$550,000.00 \times 1 = \$550,000.00$
Rescue's and/or Ambulances	$\$225,000.00 \times 4 = \$900,000.00$
Brush-8 (New)	$\$81,200.00 \times 1 = \$81,200.00$
Command Vehicle	$\$40,000.00 \times 4 = \$160,000.00$

Cost Associated With the "Target Goal"

3 Fire Captains	\$273,537.27
3 Driver/Operators	\$227,933.64
1 Administrative Assistant	\$37,187.80



What This Equates to Regarding Full Staffing

- Total Staffing Before EMS**

Goal Summary

- Current ISO rating of a 3,
- Fair to good infrastructure, and
- Fair to excellent equipment.

- The Alamogordo Fire Department will meet the requirements set forth in OSHA 29CFR 1910-134 along the standards laid out in NFPA 1710 and 1720.



Alamogordo Fire Department Five Year Plan Transition

In addition, my recommendation would be to initiate another visit from the Insurance Service Office, and request another survey that would produce an excellent ISO result for our community.

Future “EMS”

As we all know, our fire department will have to be fully staffed in order to take on this endeavor. This project will require a lot of research in regards to the operations, billing, collection, medical direction, what needs to be in place for a pharmacy license, controlled pharmacy, along with a sound study as to what is involved in taking on this “HUGE” endeavor. I currently have this project broken up into four phases:

1. First Phase is to assign the responsibilities of the entire EMS program to a Fire Captain for the oversight, development of service, and move from First Responder to a BLS (Basic Life Support) service.
2. Second Phase will require outfitting our current engines, rescues, and/or ambulances with the basic supplies needed to provide care to our community, and send the majority of our staff to additional six months' worth of training to obtain the EMT Basic certification.
3. Third Phase will be to transition from EMT Basics into an ILS (Intermediate Life Support) system. Keep in mind this will take an additional six months for staff to complete and obtain this certification. During this step the City will be tasked with the purchase of EMS equipment and possibly additional apparatus, as well as increasing staffing levels to provide additional care, i.e. the billing of insurance, patients, and of course making sure the collections portion of this service is well taken care of, and maintained.
4. Fourth Phase will expand the ILS service into a transportation service, providing an EMS transport service within our Community. At this point the Alamogordo Fire Department will be able to provide self-sufficient EMS service within the City of Alamogordo only.
5. Fifth Phase will require additional staff for expansion, and additional EMS apparatus and Equipment. This will require staffing the rest of the Fire Houses with Fire Lieutenants, along with additional staffing as needed. The Fifth Phase will call for the expansion of the City's EMS services to include EMS transfers outside the City of Alamogordo.

As stated above, taking on EMS for the City of Alamogordo will require an in depth study requiring a large amount of research to put a sound five (5) year plan together.

Respectfully,
Jim LeClair
Fire Chief



ALAMOGORDO FIVE YEAR PLAN

JUNE 26TH, 2018

At the completion of this presentation, you will:

1. Have a good understanding of the condition of the Alamogordo Fire Department.
2. Know where the department is lacking in respect to Fire Houses, equipment and most important “staffing”.
3. Be able to make solid decisions based off the information in this plan that is best for our community.
4. See the importance of this plan so the Alamogordo Fire Department can continue to move forward, keeping the community and our staff safe.

❑ Provide you with

FIVE YEAR PLAN

The following five year plan is to fully staff the Alamogordo Fire Department. As you know the Alamogordo Fire Department was re-formed in 2013. As you read through this document, you will see that this “five (5) year plan” is divided into five (5) developmental periods consisting of the following:

- ❑ 1st Year Goal,
- ❑ 2nd Year Goal,
- ❑ 3rd Year Goal,
- ❑ 4th Year Goal, and
- ❑ The Final 5th year “Target Goal”.

FIVE YEAR PLAN CONT.

Through this presentation you will find a series of yearly steps necessary to accomplish each goal within that designated period. As we move forward with this plan it is important to:

- ❑ Follow the plan.
- ❑ Know that each step is specifically developed to reduce the impact, and
- ❑ Make this plan manageable for the City.

WHAT DOES THIS PLAN DO FOR OUR CITY?

With this recommendation, it will bring the Alamogordo Fire Department in compliance with current NFPA 1710, 1720 standards regarding minimum staffing levels and OSHA 29CFR 1910-134 regarding minimal staffing levels to include what is required in respect to the “Two in-Two Out” policy.

CURRENT FIRE HOUSES “INFRASTRUCTURE”

- ❑ Fire House-1 - 619 Texas Avenue
- ❑ Fire House-2 - 2010 Walker Road
- ❑ Fire House-3 - 3500 Airport Road
- ❑ Fire House-4 – 3310 10th Street
- ❑ Fire House-5 - 1492 South Florida
- ❑ Fire House-6 – 3100 North Florida
- ❑ Fire House-7 – 2010 Oregon Avenue

CURRENT STAFFING LEVELS

- ❑ 1 Fire Chief- Director of the Alamogordo Fire Department.
- ❑ 1 Deputy Chief of Operations.
- ❑ 3 Fire Lieutenants.
- ❑ 18 Firefighters.
- ❑ 1 Executive Administrator.
- ❑ 1 Administrative Assistant.

This equates to seven fire staff working each day covering the City of approximately 35 thousand residents, or 22 square miles.

FUTURE STAFFING GOALS

- ❑ (1) Deputy Chief of Administration.
- ❑ (4) Fire Captains, one assigned the duties of Emergency Management.
- ❑ (9) Fire Lieutenants.
- ❑ (18) Driver Operators, and
- ❑ (1) Administrative Assistant.

1st YEAR GOAL

During this period the focus will be dedicated to one goal:

1. The creation and hiring of twelve (12) Driver Operators.

What are the immediate results for the Alamogordo Fire Department?

1. Re-staff Fire House-2
2. Allows current fire staff to promote, (if they so desire).
3. Gives personal accountability for the upkeep of all fire apparatus within our inventory, and
4. We will have dedicated Driver Operators for Fire Houses 1,2,5,and 6.

COST ASSOCIATED WITH “1ST YEAR GOAL”

- ❑ Fire House-1 (3 Driver Operators) \$227,993.64
- ❑ Fire House-2 (3 Driver Operators) \$227,993.64
- ❑ Fire House-5 (3 Driver Operators) \$227.993.64
- ❑ Fire House-6 (3 Driver Operators) \$227,993.64

Total cost associated with the 1st Year Goal:

\$975.912.96

2nd YEAR GOAL

During this period the focus will be dedicated to four goals:

1. The remodel of Fire House-4, making changes to accommodate additional staffing.
2. The remodel of Fire House-7. making the necessary changes to accommodate additional staffing and creating a location for the “Code Enforcement Fire Prevention Division”.
3. Hiring three (3) additional Fire Lieutenants, and
4. Hiring three additional Driver Operators.

2nd YEAR GOAL CONT.

What are the immediate results for our community, and the Alamogordo Fire Department?

1. We will have two locations (Fire House-4 and 7) that are capable of housing additional staffing.
2. Re-staffing Fire House-4 with three (3) Driver Operators, and moving three (3) Firefighters from Fire House-1 to Fire House-4 will allow Engine Companies to answer calls in their respective fire districts, thus keeping other Engine Companies available for other calls as they come in.
3. Taking the three additional Fire Lieutenants and placing them at Fire House-5 will directly help with the span of control that is addressed throughout this plan.

COST ASSOCIATED WITH 2ND YEAR GOAL

❑ Remodel Fire House-4	\$320,000.00
❑ Remodel Fire House-7	\$527,319.00
❑ Fire House-4 (3 Driver Operators)	\$227,933.64
❑ Fire House-5 (3 Fire Lieutenants)	\$250,735.47
❑ Uniforms, etc.	\$30,401.70
❑ Utilities/Fuels	\$3,375.00

Total cost associated with the 2nd Year Goal:

\$1,359,764.81

3rd YEAR GOAL

During this period the focus will be dedicated to three goals:

1. Hiring three (3) additional fire Lieutenants for Fire House-6.
2. The creation and hiring of a Deputy Chief of Administration, and
3. The creation and hiring of an Emergency Manager that will hold the rank of Fire Captain.

3rd YEAR GOAL CONT.



What are the immediate results for our community and the Alamogordo Fire Department?

1. Three Additional Fire Lieutenants placed at Fire House-6, correcting the issues associated with span of control.
2. We will have a Deputy Chief of Administration running the Code Enforcement Fire Prevention Division as should be. In addition, this position will respond to major incidents and be subject to recall when needed, and
3. The Emergency Manager will be dedicated to the responsibilities of “Emergency Management” up-dating plans, applying for grants, building table top, and large scale exercises, attending meetings at the Federal, State and County level, responding to major incidents, and subject to recall when needed.

COST ASSOCIATED WITH **3rd** YEAR GOAL

❑ Fire House-6 (3 Fire Lieutenants)	\$250,735.47
❑ Fire House-5 (1 Emergency Manager)	\$61,188.33
❑ Fire House-7 (1 Deputy Chief Admin.)	\$97,958.35
❑ Uniforms, etc.	\$45,602.55
❑ Utilities/Fuels	\$3,000.00
❑ 2 Command Units	\$80,000.00
❑ Auto Insurance	\$2,700.00

Total cost associated with the 3rd Year Goal:
\$541,184.70

4th YEAR GOAL

During this period the focus will be dedicated to one goal:

1. The design and build of Fire House-8 on the North side of our city in the Mesa Verde area.

What are the immediate results for our community and the Alamogordo Fire Department?

1. Alamogordo Fire Department will be able to provide the much needed fire protection services to this area, and
2. Allow us prepare for the final “Target Goal”

COST ASSOCIATED WITH 4th YEAR GOAL

- | | |
|---------------------------------|----------------|
| ❑ Design and Build Fire House-8 | \$4,700,000.00 |
| ❑ Utilities/Fuels | \$1,875.00 |

Total cost associated with the 4th Year Goal:

\$4,701,875.00

5th YEAR GOAL

“TARGET GOAL”

During this period the focus will be dedicated to three goals:

- ❑ Number one will be the creation and hiring of three (3) Fire Captains Positions,
- ❑ Number two will be for the creation and hiring of three (3) Driver/Operator Positions, and
- ❑ Number three will be for the purchase of all equipment associated with outfitting this Fire House.

5th YEAR GOAL

What are the immediate results for our community the Alamogordo Fire Department?

1. Having fully functional Engine Companies throughout our City providing a level of service second to none.
2. Able to keep other Engine Companies in their respective fire districts when not needed.
3. Meeting the response times as outlined in the Insurance Service Office and NFPA 1710, and
4. Having Fire Captains responsible for all Fire Lieutenants as related to the National Incident Management standards related to span of control.

COST ASSOCIATED WITH 5th YEAR GOAL

❑ Fire House-8 (3 Fire Captains)	\$273,537.27
❑ Fire House-8 (3 Driver Operators)	\$227,933.64
❑ Fire House-8 (1 Administrative Assistant)	\$37,187.80
❑ Fire House-8 (1 Engine-8)	\$550,000.00
❑ Fire House-8 (Rescues/Ambulances)	\$900,000.00
❑ Fire House-8 (1 Brush Truck)	\$81,200.00
❑ Fire House-8 (2 Command Trucks)	\$80,000.00
❑ Uniforms/etc.	\$30,401.70

Total cost associated with the “Target Goal”:

\$2,180,260.00

TOTAL COST ASSOCIATED WITH THE FIVE YEAR PLAN

1 st Year Goal	\$975,912.96
2 nd Year Goal	\$1,359,764.81
3 rd Year Goal	\$541,184.70
4 th Year Goal	\$4,701,875.00
“Target Goal”	\$2,180,260.00
Total \$9,758,997.47	

“GOAL SUMMARY”

As we look at the current condition of the Alamogordo Fire Department, it is impossible for us to meet the minimal Fire Protection needs for our Community. Although Fire Staff continue to do an outstanding job in the protection of life, hazard mitigation and property conservation. We are currently lacking in staffing that directly puts Fire Staff in an un-safe position. Looking back at our most recent ISO survey, this single issue kept us from achieving and ISO 2. As we look further into the current state of the Alamogordo Fire Department, there are some major advantages, along with some major deficiencies that can be identified.

“GOAL SUMMARY” CONT”

The major advantages identified are the following:

- ❑ Current ISO rating of a 3,
- ❑ Fair to good infrastructure, and
- ❑ Fair to excellent equipment.

Currently the Alamogordo Fire Department has 7 Fire Houses, which five for the most part are large enough for future growth with minor to major modifications. Our major deficiencies are directly related to staffing issues and equipment. If this plan is implemented and followed, it will allow the Alamogordo Fire Department to achieve all goals set forth in this plan.

“GOAL SUMMARY” CONT”

With these goals met, it will allow the following:

- ❑ The Alamogordo Fire Department will meet the requirements set forth in OSHA 29CFR 1910-134 along the standards laid out in NFPA 1710 and 1720,
- ❑ Immediately, the Alamogordo Fire Department will be able to respond to more than just one call for service at a time, and have additional Engine Companies available, and
- ❑ Once all goals are accomplished, my recommendation is to request another survey form the Insurance Service Office to have our rating re-evaluated.

Thank you,

**Jim LeClair
Fire Chief**

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/19/2018

Report No: 18.

Submitted By:

Subject: Recess into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss possible disposal of real property to the lease to Otero County known as the Fairgrounds Parking Lot located at White Sands Blvd and Fairgrounds.

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/26/2018

Report Date: 06/21/2018

Report No: 19.

Submitted By: Maggie Paluch

Subject: Consider, and act upon, the lease to Otero County of real property known as the Fairgrounds Parking Lot located at the corner of White Sands Blvd and Fairgrounds Rd.

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Commissioner Rardin asked that the previous lease be reworked to include all of the amendments that the City and County made over the years, and added to the agenda. Attached is a lease that symbolizes the previous agreement between the County and City, updated for current use.

LEASE

THIS LEASE AGREEMENT is between the City of Alamogordo, a municipal corporation of Otero County, New Mexico (“Lessor”), and the Board of Commissioners of Otero County, New Mexico (“Lessee”).

RECITALS

- A. Lessor is the owner of certain real property in the NE1/4, Section 7, T16S, R10E, NMPM, Otero County, New Mexico more fully described below.
- B. Lessee is the operator of the Otero County Fairgrounds, which are located adjacent to the real property owned by the Lessor, and desires to obtain additional parking space for use in connection with the Fairgrounds.
- C. The governing body of the Lessor has determined that the real property is not presently used for municipal purposes.
- D. The parties wish to enter into this lease, pursuant to the terms specified below, to make productive use of this real property.

IT IS THEREFORE AGREED AS FOLLOWS:

- A. Lessor hereby leases to the Lessee the following real property:
 - 1. A tract of land located in the NE1/4 of Section 7, T16S, R10E, Otero County, New Mexico, more particularly described as follows:

Starting at the SE corner of the NE1/4, Sec. 7, T16S, R10E, thence S89° 57'W 1200 ft.; thence NO° 3'W 900 ft.; thence S89° 57'W 782.64 ft. to the true place of beginning. Thence S23° 57'W 917.24 ft.; thence S389° 57'W 217.28 ft. or to the east right-of-way line of U.S. Highway 70; thence northerly along the east line of U.S. Highway 70, 903 ft. more or less, to a point on the north line of the property herein described; thence N89° 57'E 700 ft. more or less to place of beginning, containing 9.8 acres more or less, NMPM, Otero County, New Mexico.

2. Lessee may, in its discretion during the days in which the Otero County Fair is conducted, use the following property belonging to Lessor for parking: the W1/2 NM1/4 NE1/4 SE1/4 S7 T16S R10E, NMPM, Otero County, New Mexico, save and except the East 132.2 feet thereof. Lessee assumes liability for any incident or event occurring during its use of this tract of land. Lessee also agrees to fully insure the property at all times.
3. Lessee agrees to pay Lessor one hundred dollars (\$100.00) per year. The total rental under this agreement shall be payable in a single payment of one thousand dollars (\$1000.00).
4. The term of this lease shall be 10 years, beginning _____ and ending _____.
5. If at any time during the term of this lease the Lessor determines that the leased property should be put to another use, Lessor may terminate this lease upon ninety (90) day written notice and tender of the pro rata balance of the lease price. Notwithstanding the foregoing, if Lessor determines the immediate use of the property is necessary to prevent an immediate danger to the public health or safety, it may re-enter the property immediately on notice to the Lessee.
6. Lessee, which term shall include lessee's agents, shall use the premises for a parking lot and may also lease such premises for temporary events, not over thirty days duration, such as carnivals, car sales, and other lawful activities not tending to unreasonable increase the liability exposure of Lessor: Provided however, that Lessee shall require that any sub-lessees operate in full compliance with all Federal, State and local laws and regulations, and further provided that Lessee shall require all sub-lessees to maintain a policy of liability insurance in at least New Mexico Tort Claims Act limits, naming Lessor as an additional insured.
7. Lessee may, at its expense, construct improvements on the property such as graveling, other surfacing, or lighting which are not inconsistent with the use of the premises as a parking area. Prior to the installation of any such improvements Lessee shall notify Lessor who may

disapprove such proposed improvements within 20 days of receiving such notice. Lessee shall keep any improvements or repairs it makes in good repair and suitable condition.

8. Lessee shall have the right to erect such signs on the leased premises as it may deem desirable. The size and format of each sign must be approved by the Lessor. Any sign erected by the Lessee shall be kept by the Lessee in good repair.
9. Lessee agrees to keep the leased premises in graded condition and free from debris and excessive growth of weeds and other vegetation.
10. Lessee shall hold the Lessor harmless from any claim made against it arising out of any occurrence in, upon or at the leased premises or by any reason of the use or misuse of the premises by the Lessee, its agents or employees and from any liens or charges made against the premises by reason or any act of omission by the Lessee.

In case Lessor, without fault on its own part, is made a party to any litigation commenced by or against Lessee, the Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Lessor in connection with such litigation.
11. Lessee agrees not to assign or sublet this lease without the written consent of the Lessor.
12. If Lessor determines that Lessee is in breach of any of the conditions of this lease, it may give the Lessee written notice of the specific claim of breach. If the Lessee fails to correct such breach within thirty (30) days of such written notice, Lessor may either remedy the breach at Lessee's expense or may terminate this lease.

Executed on the dates noted below:

LESSEE:
OTERO COUNTY COMMISSION

Date: _____

By: _____

ATTEST:

County Clerk

LESSOR:
CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Date: _____

By: _____
Maggie Paluch, City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney