



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

July 24, 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 on recommending a change to firework Ordinance No. 12-04-020. (Thomas Harrison)

2. Presentation by GB Oliver, Executive Director of the Chamber of Commerce regarding the success of the Red, White & Blue Brews & Music Fest. *(GB Oliver, Executive Director Chamber of Commerce)*

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.

3. Approve the minutes for the July 10, 2018 Regular meeting. *(Rachel Hughs, City Clerk)*
4. Consider, and act upon, final 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 Vote Required))*
5. Approve Resolution No. 2018-34 authorizing the Mayor to execute the agreement for membership in the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG). *(Rachel Hughs, City Clerk) (Roll Call Vote Required)*
6. Consider, and act upon, grant funding from the Non Metro Area Agency on Aging FY 19 contract for Direct Purchase of Services for senior programs. *(Veronica Ortega, Community Services Director)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARINGS

7. Consider, and act upon, granting Allsup's #95 Application No. 1086902 a Transfer of Ownership of Liquor License No. 0283, located at 822 N. Scenic Drive Alamogordo, NM 88310. *(Rachel Hughs, City Clerk)*
8. Consider, and act upon, granting Allsup's #177 Application No.1086961 a Transfer of Ownership of Liquor License No. 0910, located at 2201 N. White Sands Blvd Alamogordo, NM 88310. *(Rachel Hughs, City Clerk)*
9. Consider, and act upon, granting Allsup's #338 Application No.984159 a Transfer of Ownership of Liquor License No. 0119, located at 100 N. White Sands Blvd, NM 88310. *(Rachel Hughs, City Clerk)*
10. Consider, and act upon, Application 1093577 a Governmental Liquor License for the Rocket City Family Fun Center located at 3751 Mesa Village Dr., Alamogordo, NM 88310. *(Assistant City Attorney Dustin Johnson and Community Services Director Veronica Ortega)*

NEW BUSINESS

11. Consider, and act upon, Memorandum of Understanding between the City of Alamogordo and the Alamogordo Public Safety Officers Association (APSOA). *(Dustin Johnson, Assistant City Attorney)*
12. Consider, and act upon, approving lease agreement with Center of Protective Environment (COPE) for the office building located at 909 S. Florida. *(Petria Schreiber, City Attorney)*

13. Consider, and act upon, a request for authority to commence foreclosure proceedings on unpaid liens. (*Petria Schreiber, City Attorney*)
14. Consider, and act upon, request from COPE (Center of Protective Environment) to become a Permanent City Partner. (*Maggie Paluch, City Manager*)
15. Consider, and act upon, the award of Public Works Bid No. 2018-006 to La Luz Dirt & Paving, LLC related to APD Improvements ADA Parking and Entrance Compliance (EN1801) in an amount not to exceed \$105,567.41, including NMGR. (*Edward Balderrama, Project Manager*)
16. Consider, and act upon, designating a 2018 NMML Annual Conference voting delegate and an alternate. (*Rachel Hughs, City Clerk*)
17. Consider, and act upon, Resolution 2018-35 approving a GRIP agreement between the City of Alamogordo and Worthan Properties for the construction of the carwash at 905 S. White Sands. (*Petria Schreiber, City Attorney*) **(Roll Call Vote Required)**
18. Consider, and act upon, the approval of case M-2018-0001 (A), a street vacation located at Hermoso El Sol Subdivision, Unit 2, lots 15 and 16. (*Darron Williams, City Planner*).
19. Consider, and act upon, first publication of Ordinance No. 1574, to change zoning from R-1 Single Family to R-3 Two-Family for the address of 1201 Oregon Ave. only case: Z-2018-0003(A) (*Darron Williams, City Planner*) **(Roll Call Vote Required)**
20. Consider, and act upon, a Memorandum of Understanding with Otero County regarding use of Fairgrounds Parking Lot through the end of 2018 or when a formal lease agreement is reached, whichever occurs first. (*Petria Schreiber, City Attorney*)
21. Appointments to Boards and Committees. (*Richard Boss, Mayor*)

EXECUTIVE SESSION (Roll Call Vote Required)

22. Adjourn into Executive Session in compliance with 10-15-1(h), NMSA 1978 (as amended) to discuss threatened or pending litigation; specifically CAPPED vs the City of Alamogordo.

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/16/2018

Report No: 1.

Submitted By: Rachel Hughs

Subject: Presentation on recommending a change to firework Ordinance No. 12-04-020. (*Thomas Harrison*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Mr. Harrison is suggesting the City change the firework ordinance.



RECEIVED
JUL 10 2018
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 7/10/2018

Request Date
of Meeting:

ASAP JULY OR AUGUST

Name:

THOMAS HARRISON

Address:

2095 Calle de Oro

ALAMOGORDO ZIP 88310

Phone Number:

575-551-2144

E-Mail Address:

TPH2095@GMAIL.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

see ATTACHED

Signature

Thomas Harrison

Please return to:

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

Phone: (575) 439-4205

Fax: (575) 439-4396

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

Revised 10/13/2017

Thomas Harrison
2095 Calle de oro
575 551 2144

Subject: Fireworks within city limits City Ordinance 12-04-020

The intent of this Ordinance to restrict certain types of fireworks has not proven to be an effective solution. In my neighborhood, illegal fireworks shot 60 feet into the air with loud explosions over and over along with loud explosions from M-80 and cherry bomb crackers. It is apparent citizens are not getting the message so I am recommending to change this Ordinance to ban all personal home use fireworks at a residence within City Limits. In 2017, 78 complaints were called into the police department for violations. I don't know the outcome of those complaints, but it does demonstrate this problem is real.

We are all aware of outcomes from abuse; frightened animals, frightened PTSD veterans, fire danger to roofs and trees, injuries, etc. etc. Sellers of fireworks do not advise at point of purchase the nature of our City Ordinance. I have spoken with a few shooting off fireworks in violation and they said "we thought they were legal otherwise why would they sell them". Clearly, the messaging system fails. Clearly, our citizens are not following laws, are not aware of the law, or simply do not care.

I suggest the follow remedy:

1. Modify the current Ordinance to ban all personal fireworks within City limits at any residence and attach a fine of \$500 for each violation.
2. Set aside proper and monitored locations within our parks where personal fireworks can be used under current Ordinance so citizens may celebrate. We have many parks and ball fields that will accommodate this. Monitored is defined as fire, EMT, and police oversight at locations.

When the intent of a law fails to achieve a desired outcome, then the law should be reviewed and modified to better achieve the goal intended. As our City grows the risk of using fireworks unwisely becomes a greater danger to all of us. My roof has solar panels. One ember spark landing on a silicone panel would damage the panel and require replacement at the tune of nearly \$1000. If you cannot see your way to change the recommendation I make then assign special enforcement officers during periods that currently allow firework display at a residence to police and enforce current laws. It seems logical setting aside approved areas for personal fireworks would be safer and more cost effective.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/20/2018

Report No: 2.

Submitted By: Maggie Paluch

Subject: Presentation by GB Oliver, Executive Director of the Chamber of Commerce regarding the success of the Red, White & Blue Brews & Music Fest. (*GB Oliver, Executive Director Chamber of Commerce*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Mr. GB Oliver, Executive Director of the Chamber of Commerce will give a presentation on the outcomes of the 4th of July Red, White & Blue Brews & Music Fest.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/20/2018

Report No: 3.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the July 10, 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
JULY 10, 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 6:29 p.m. Roll Call was taken by the City Clerk. Commissioner Wright was as absent. Deputy Clerk Barraza announced there was a quorum present. Invocation was given by Father Tom Arrowsmith-Lowe and the Pledge of Allegiance was led by Commissioner Sikes.

APPROVAL OF AGENDA

Deputy Clerk Barraza said staff has asked to remove items 9, 10, 12. Commissioner Rardin said item 5 as well. Deputy Clerk Barraza repeated item 5 as well.

Commissioner Hernandez moved to amend the agenda.

Mayor Pro-Tem Baldwin seconded the motion. Motion carried with a vote of 6-0-0.

PRESENTATIONS

1. STEM students update on their trip to Washington D.C., representing New Mexico for STEM, in presenting to Congress and Pentagon (June 22 - 27, 2018). (*Debbie Martinez, FIRST Robotics Mentor*).

Ms. Martinez introduced herself and the FRC team outreach ASTRO (Aviation Science Technology Robotics and Outreach) Vikings. She said they are a high school robotics team and their mission is to spread access to STEM across New Mexico. She said they were asked to go to Washington D.C. and represent the State of New Mexico for STEM (Science, Technology, Engineering and Mathematics) education. Each of the students introduced themselves and spoke about STEM and the FIRST (For Inspiration and Recognition of Science and Technology) programs, and briefly described what they did on their trip to Washington D.C. Ms. Martinez said the kids met with every single Congressman, Congresswoman and Senators from the New Mexico delegation. They were invited to the Pentagon where they met with the Vice-Director of the Joint Chiefs. Last year Congress raised the Title for Part A Block grants from \$400 million to \$1.1 billion. She said New Mexico got the largest block grant in history. She said this team is going to be going to Santa Fe to try to make sure that the decision makers at the State level understand the importance of these programs and try to help spread them to other communities in New Mexico. She thanked the Commission for all their support.

Commissioner Sikes thanked the team and said she was impressed with what they have done and with each of their presentations tonight. She said student Tabitha Miller had mentioned \$81 million in scholarships is available but none in New Mexico. She asked student Tabitha Miller if we knew why none is available here. Student Tabitha Miller said as far as she is aware, other colleges are taking advantage of the grants and offering them to students to come to their schools. The schools in New Mexico are not taking a part of that program, they are not offering the scholarships to FRC or FIRST members. They are not using and taking advantage of them, so students don't have incentives or the ability to even use it in the State.

Commissioner Sikes said we need to get them on board.

Ms. Martinez said just a little follow up on that. She said a lot of these are scholarships are offered by the college themselves. She said 10 percent of the incoming freshmen at MIT, and their engineering program is from FIRST, get full four-year scholarships. She thinks the issue is that we don't have enough teams in New Mexico for our colleges to take notice of them.

Mayor Boss congratulated all the students.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT**City Manager Paluch made the following remarks:**

1. She announced that Renee Romo from Senator Udall's Office contacted the City to inform us that the Army Corps of Engineers has secured the additional federal funding in the sum of \$6.5 million dollars to complete the McKinley Channel construction. The additional funding did close the gap for that project, allowing for complete construction of the channel. The Army Corps are planning to receive bids in September and hopefully award the contract before October 1st at their fiscal year. The public should be aware that this project will probably not start the construction phase until next year. The City share of this project is funded in our FY 19 City budget and it is \$3.8 million dollars. The total federal funding available is approximately \$17.5 million which includes the \$6.5 million we just got awarded.

Mayor Boss said back some months ago, the City and our Legislators made a strong effort for the funding of this project. He said anytime you see one of our Legislators be sure to thank them because they had a part in getting this funding for us.

2. She said the City Attorney's Office has been working on the Western Baking project. She said if you recall this is a company that received LEDA funds some years ago. The City Attorney's Office is confident that the economic development monies will be re-paid to the City. This is going to be an extensive process, but the funding coming back to us will be north of a million dollars, and that would go back into the LEDA funds.

3. She said staff has received official word from Mr. Davidson, the Representative from the Steel Mill that the project is no longer going forward on the proposed property here in the City of Alamogordo. Mr. Davidson said that the latest proposed traffic plan was unlikely to be approved by New Mexico DOT. He has formally let the City know this and he will be relocating the project at this time.

4. She said the Alamogordo Branding project Adventures Action kickoff meeting will be on July 17, 2018 from 11 p.m. to 1 p.m. at Desert Sun Toyota. She said lunch will be provided by Gerald Champion Regional Medical Center. The entire Commission has been invited to this meeting and a possible quorum has been posted. She said the goals for the team will be enhance the Alamogordo Adventures experience, promote what makes Alamogordo unique and market together with a unified voice to attract new residents, businesses and visitors to our City.

REMARKS AND INQUIRIES BY THE CITY COMMISSION**Commissioner Hernandez made the following comments:**

He asked for an update on the bowling alley. He said at the end of May, they received an email that within that week they would have the plans done. He asked where we are at. He also said according to that email it is supposed to be open in October. He was concerned when they approved the LEDA funds on December 19, 2017, one of the items they approved for was for additional kitchen equipment, not new kitchen equipment. He is concerned that they've moved the kitchen equipment out when that was bought with bond money and they have completely replaced the kitchen equipment. He said unless Mr. Chun has paid for part of it, even then, he is still concerned that they have violated some rules there. He said he will be inquiring about that equipment.

City Manager Paluch said she can certainly pull together a comprehensive update for the next Commission meeting to let the public know, and they should have some new information by then as well.

Commissioner Payne made the following comments:

She gave kudos to the Legal department. She said it sounds like they are going to recover over a million dollars in LEDA funds. She congratulated the department and said she knows that they worked really hard on it and it was not easy to find the owners of the building.

Commissioner Sikes made the following comments:

Commissioner Sikes thanked the City for the 4th of July fireworks presentation. She probably received more calls and complaints about fireworks this year. She visited this ordinance last year and said they are in complete compliance with the State Laws. She said a lot of people called her because the dogs are so frightened, and they also bring up the fact that people with PTSD are becoming more vocal about having to hear fireworks. She does not understand fireworks from June 20th to July 8th. She thinks they can look again at potentially condensing the time for not only New Years, the 4th of July but Cinco de Mayo as well. She also said the radio station that she does her radio show on, offered her another hour because they would like a show specifically about the City. She said she will be doing the show from 8:00 a.m. to 9:00 a.m. every Monday on AM 1230.

Commissioner Rardin made the following comments:

He wanted to expand on what Commissioner Hernandez asked about on the report for the bowling alley. He said he would also like to know how much of the LEDA money has been expended to this point. He asked if they can add in a report of when they do the remodel on this facility, will they void their warranty on this facility if another contractor does the work.

Commissioner Hernandez made the following comments:

He said he got some complaints about the yard being used at the old ballfields. He said the contractor has taken very good care of that, all of his stuff is piled accordingly and not just out there junked. He is very supportive of them using that yard, it is very beneficial to the City and to the contractor. He told the Commission if they get any calls, they are welcome to go and look at the yard.

Mayor Boss made the following comments:

He said he is not a social media fan, he has Facebook for one reason and one reason only and that is so that he can correspond with his children and grandchildren to see what is going on in their lives and see pictures of it. He said he hears what other people that are on Facebook and other media, some of the things he has heard, there are claims by, he thinks is a very small group of people that many of which don't even live in Alamogordo, they live in Otero County or maybe other places. The City can't do anything right and everything they touch, they touch it wrong and anything they do turns to you know what and that is all they hear. He said he wanted to comment on that a little bit tonight. He pointed out a few things they have accomplished, and he thought of these few things in probably five minutes. He told the Commission that any of them could add to it if they would like, but there are so many more. He said they have done enhancements, very substantial enhancements to our Zoo. He said if you have not been to the Zoo, you would notice there is a new fence, there is a new cage for the monkeys, they have new monkeys in there, and we have a replacement otter for the one that died. The educational center has been renovated. There are all kinds of things going on at the Zoo. If you have been in the Civic Center, it's completely remodeled, it has a new roof, it has been painted inside, it's got sound controlling devices in it, and there are a whole lot of things going on there. The recreation center; new bathrooms, new ceiling, a whole lot of stuff. He said that is just a few of the things that they have done. He said we have a new stage at Washington Park, we have shade structures that we have been putting all over town and there are more on order, if he is correct. He said the children love them. He said that is nothing, that's a lot going on in regard to our recreation. The other thing they have done is demo the old bowling alley which sat there for a while. It was an eye sore, it was also a place for the homeless to go and spend time, it was dangerous, the roof was about to collapse, it had asbestos in it, it is gone.

Now, that land is viable for the City to sell or exchange for some other land. He said finally and caused by litigation, they finally are able to deal with Sahara apartments. It has been an eye sore, it's been dangerous to the community. He said the minute they could they moved forward on Sahara apartments. The First and Florida realignment, not everybody agreed with how to do that, some wanted a roundabout or whatever you call it, but you have to admit it turned out pretty nice. He said the town is much safer, that intersection is much safer now as a result of that. Bonito Lake; we had the fire in 2014, we had to wait for Mother Nature to take its course and to allow the rains to take the silt that is coming off from the burn go into the lake, now they have been in the process for years, and as soon as we could do it, we are starting to remove the silt and in fact he thinks that it started this week or last week to do that. He said Bonito Lake is important, there is no way we could have sped that up, we had to wait for Mother Nature to take its course, we had to wait for FEMA, we had to wait for all these things. He said we jumped on it the minute we could. That is one of our major sources of water, it is high quality water and some of our cheapest water. He said the mountain spring cams and the fence maintenance repair in the mountains. He said a lot of you may not know this, but a lot of our water comes out of springs in the mountains. He said we collect them in cans, so to speak, and we fence that in to protect it from the elk, deer and cattle that get in there because it is a shallow spring is what it is, and we want to keep the animals out of it. He said so the last two years and beyond there have been crews up there that have done renovation, all the way from the La Luz Canyon all the way into the Alamo and Caballero Canyon. He said he saw them before and he has seen them after and it is amazing what they have done. He said they have increased the quality of the water and they have also increased the amount of water coming out of those springs. He said as the City Manager mentioned tonight, we have a path now for the McKinley Channel. The Corps of Engineers has approved a \$6.5 million. We have been waiting on that and we are ready to move forward on it ASAP. He said the Airport runway extension; we have made our Airport where it can be used for all kinds of things, you can land a F16 on it. He said we also need that for firefighting. He said the Desalination Plant is approximately 80 percent complete. That has been going on for over 10 years and finally we are 80 percent complete, we can see the light. He said he looked at the Family Fun Center that they have moved that forward in a very positive way. There have been some roadblocks, some of not caused by all the people on this Commission, but there have been some roadblocks on it, but it is moving forward as fast as we can. He said it is going to be a fantastic Entertainment Center for the community. He said they have also increased economic development with LEDA funds. We have more jobs and you can see that when we look at the Gross Receipts Tax reports. He said we see increases from comparisons for the same month in the prior year, so obviously something is going right in Alamogordo. He said they have also completed a formal Comprehensive Plan to help guide and develop the City and so many other things. He said they have moved forward on the Street maintenance program. He said we now have a 99-page annual report on the City. An annual report where you can look and see what pay range, almost what an employee is making. He said it really upsets him when he hears that they are doing nothing because they are definitely doing something, and they are doing a lot. He said they are moving the City forward. He said drive around, look at the mall. The City is involved in that, believe it or not, the mall expansion too. He said you have stores out there that you have been crying for, for a long time. He said a lot goes into that, you've got them now.

He said that's one issue and another he wants to talk about is meetings. He said this Commission has been criticized again on social media, and he has heard it from other people that have made comments about it. He said they are saying that our Commission meetings are too short. He said they have been compared to the County who has longer meetings. He said let me give you some food for thought. The County meets once a month, not twice. The County meets during regular business hours from 9:00 a.m. until 5:00 a.m. and they generally don't go over that, so when they have their staff there, like when we have our staff there, their staff is getting paid, they are not getting it comp time, plus they are going to be able to go home at night after that Commission meeting and have supper and spend time with their family. He said our City employees work all day, they work from 8 to 5, they get an hour and a half break, they'll run home and eat supper or go have supper some place and then they come back and then we have a four-hour meeting. He said City employees and Commissioners have full time jobs or at least part-time jobs, he thinks everybody up on the dais has a full-time job. He said he does not have a full-time job but believe me that I keep busy enough. He said he wakes up at 5:30 in the

morning and he is up by 6:30 and he is doing things, so when they have long meetings, he tires out. He said he noticed the phenomenon that happens every long Commission meeting between 8:30 and 9:00, people in the audience start nodding off. He said he has had reports of snoring and he has seen people sleep and snoring. He said this is what happens between 9:00 and 9:30, people start leaving the chambers in significant numbers. He said from 9:30 to 10:00, those remaining in the chambers are not really paying very close attention to anything but the clock, sometimes he thinks the Commission is included, because sometimes he has to admit that he is 71 years old, and when it gets that late sometimes his mind is not as it was two-hours before. He said his personal experience at the last meeting on June 26th, he felt guilty after the meeting. He said they spent four times as much time discussing issues with parking trailers than they did with Chief LeClair's power point presentation that he spent 60 hours to prepare and it was directed by Commissioner Hernandez. He was suggested that he do that and when Commissioner Hernandez told him that within very short order Commissioner Hernandez had a report, didn't you, and a very good presentation. Commissioner Hernandez said the next day. Mayor Boss said he called and said he was going to do it, but it took him 60 hours. Commissioner Hernandez said he called him the next day and they started discussing it. Mayor Boss said exactly, and he has to say, himself and everybody, but there were hardly any comments. He said they spent more time on piddly issues like parking than we did on something that is really important to this community and that is improving our Fire department. He said we are not sub-standard, but we're not up to par with the rest of the State. He said we need to do that, we know that we are going to experience to growth, we are going to have to address this and we are going to have to find out where to get the money. He said thank goodness City Manager Paluch did give us some information on some things we need to, some alternatives we might have. He said he was going to do it tonight, but City Manager Paluch wanted to put it on the next Commission meeting. He said Chief LeClair is going to come back, we are going to see the presentation or a brief presentation. He wants to hear what some of the alternatives are. He said this is a serious thing and something that they need to do.

He said he toured the Desalination Facility yesterday. He said Engineering Manager Johnson was dead on, as far as he is concerned in the last meeting, when they were almost crucifying him, almost, because there was a change order. He said he participated himself in it. He decided to go out there and see what was going on. Mayor Boss said Engineering Manager Johnson explained some of the complexities and the unknowns that they ran into that caused these increases in price. He said you have to keep in mind too, this is a big project and what is happening out there, the change orders have not been that significant. He said most of the change orders are related to that, we did it on the dump. He said we did it on the ground that they took core samples here and they took core samples here, but there may be a dip here that's not compacted properly and an area over here that is solid. He said when they finally got into it, they had to spend considerably more money in the foundation for the facility. He said he built houses in Alamogordo for a while, himself and a friend of his, and he thought it was not complicated, it was kind of fun, but let me tell you, this is the analogy that he is going to give you from going out there. He said building a house is kind of like playing with Legos compared to constructing a desalination plant. He said it is complicated and it is a very sophisticated operation. He said we also have to keep in mind that it is the first plant in New Mexico. He said he is sure that the design engineer and the contractor went through somewhat of a learning experience while this was going on. He said here are some of the reasons there were change orders: one was because of the foundation because of where it was built, others were wage rate changes, there was also where we see angle irons, or we see iron generally. In most cases it is not iron it is stainless steel and that is very expensive. He said they should probably, the next time they have one of the employees up there, instead of grilling them, like they did with Engineering Manager Johnson, he thinks they ought to get some information, he suggested City Manager Paluch can get the Commission some information on it, and not crucify your employee.

CONSENT AGENDA

2. Approve the minutes for the June 26, 2018 Regular meeting. (Rachel Hughs, City Clerk)

3. Consider, and act upon, final 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 Vote Required)

Commissioner Hernandez moved to approve the consent calendar.

Mayor Pro-Tem Baldwin seconded the motion.

Roll call vote was taken.

Motion carried with a vote of 6-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

None.

NEW BUSINESS

4. Consider, and act upon, reducing or allowing an extension of time for paying water charges incurred at 1105 Mesquite Street. (*Cecilia Perea, Owner; Mark Threadgill, Customer Service Manager*).

Ms. Perea said the reason she is there is because she had a water bill from May of \$1,600, and last month she had a bill of \$5,300. She said she has done everything on her end, to find a water leak. She hired a plumbing company that went over her property and they told her that she does not have a leak. She had the history of water usage for the property and it had never been more than \$800. She said one time it was \$1,000 before she was owner, but that was because they did have a leak. She is asking for the Commission to help her to find a solution or reduce her bill.

Customer Service Manager Threadgill pointed out the background information in the Commissioners packets. He said they have met with Ms. Perea on different occasions and have actually gone out to the property to look at the meter. He said this a 15 unit mobile home park. He said when they shut their valve off water consumption stops and when they turn it back on, then water consumption continues. He gave an update to the information in the packets and said they have replaced that meter.

Commissioner Hernandez asked what size the meter is.

Customer Service Manager Threadgill answered it is a one-inch meter. He said they replaced it on Friday afternoon and it started reporting again on Saturday and the continuous consumption continues at the same rate as before they changed the meter. He said they cannot tell if it is a leak or not. He said there are 20 hours of the day that they are in double digit usage. He said from approximately midnight to about 6 a.m., and those hours vary, it will drop down to single digit. He said if there is a leak, it's a small leak and by small he says probably about 8 to 10 cubic feet per hour because that seems to be the lowest it will get down to. He said it could be someone using that water or there could be a faucet running. He said there's been almost a 60-day period where there has never been an hour where they've had zero consumption. He said they've looked at everything that they can look at, they've replaced the meter which did not make a difference. He said there has been a drop in the overall consumption which occurred May 30th or so, something happened where the volume dropped but not the continuous consumption. He said while he understands the concern of getting another \$5,000 bill, he is guessing the bill that is going to come out this month is going to be in the \$2,000 to \$2,500 range. He said they have explained the leak abatement program to them, they have explained the payment plan to them. He said they cannot act on the leak abatement program until they see that there is no more continuous consumption. He is not saying that it is a leak, but they cannot do anything until that is gone. He said they can do a six-month payment plan for them under current policies and procedures.

Mayor Boss said as we speak the water is running. He asked Ms. Perea if she has spoken to her tenants. She said they have, they had a meeting right away. She said they took the swamp coolers

from the units, and they checked toilets and under the sinks. She said her husband is a plumber but has a license in another State and he has not been able to find any leak.

Mayor Boss asked if you can use that much water by running it in one unit. Customer Service Manager Threadgill said possibly, if you had faucets on full blast, but that would 24 hours a day, 7 days a week. He said there is water running 24 hours a day.

Mayor Boss said there is a leak somewhere or somebody is opening all their faucets, or more than one person is opening all their faucets.

Customer Service Manager Threadgill said in looking at 1,000 hours of data, it is fairly regular that between midnight and 6 a.m. is the lowest usage but it never gets down to zero. He said in the morning hours it jumps back up and stays that way until midnight when it drops back down.

Mayor Boss asked if it has been tried with everybody in the park, turning their water off and not using it in every unit.

Ms. Perea said they have tried that, they have tried everything that you could think of. She said they have tried shutting the water off completely for more than an hour to see what would happen.

Customer Service Manager Threadgill said they have a shut off valve for the whole lot that is 24 inches from the meter. He said when they shut that off then the meter stops spinning.

Ms. Perea said another thing they did was go into every single house and shut the water off and then turned it back on to see what the meter did. She said Customer Service Manager Threadgill replaced the meter with a new one, but it is not stopping.

Commissioner Hernandez asked if they have individual shut offs at each unit. Ms. Perea answered no. He said then you have not tried everything because what could happen is if you have water going and you can't completely shut it off to test the whole system then you don't know if somebody is using it and because the flow is up and down different times of the day. He thought that she does not have an underground leak. He said somebody is turning it on and off. He said something that has happened out in Walker town, at some point somebody could have tied into it. He said without going in and putting shut offs on each individual trailer so that you could cut them all off and test the main line system itself and then start testing each trailer by itself. He said if it was his that is what he would do. He said once you have tested that you can see if it is being taken somewhere else from the system.

Ms. Perea said her husband thought about that too, but at this point with a \$7,000 bill it was too pricey for them to do that. She said they need relief first.

Mayor Boss said they are going to have some way to determine where that water is going because abating it or giving you a payment plan on this water is not going to help you down the road.

Customer Service Manager Threadgill said as far as abatement goes you are correct. He said they've offered the six-month payment plan which is as far as they can go by policy. He said if they want to set that up, that is up to them knowing that they are going to get another large bill. Mayor Boss said but then they're going to get another one the next month.

Commissioner Payne said it seems like somebody maybe tied into it. She remembers a while back they had somebody come before them that said they had somebody living in their house and their bill was really high and it turned out that they had a leak. She said whoever was staying in their house was just shutting it off at night and during the day turning it on and letting it run. She said that's almost what it sounds like. She said it almost sounds like somebody tapped into it or something.

Ms. Perea apologized and said she misunderstood. She said her Manager did inform her that each unit does have a shut off valve.

Commissioner Hernandez asked if they have tested that. Manager Ruby said they did test that. Commissioner Hernandez asked if when they turned it off if they still have flow. She answered there was no flow. Commissioner Hernandez said there is a process of testing to find out where it is at.

Ms. Perea said the plumbing company that she hired walked through the whole property for about five hours or so, and they said she does not have a leak. She said this company called Customer Service Manager Threadgill and told him that. The company said they would fill out any paperwork the City would need to say they did not find a leak.

Mayor Boss asked if he understood correctly, that there are valves on each individual unit. Ms. Perea answered yes.

Customer Service Manager Threadgill said that is our understanding, but during their site visit they did not see any. Ms. Perea said yes, they do have some.

Mayor Boss asked if they cannot turn all of them off at one time and start opening them one at a time and see what happens.

Ms. Perea said they have done that and the plumbing company did do everything.

Mayor Boss asked if there was still water with all the valves closed and was there still water going through the meter. Ms. Perea answered no.

Commissioner Hernandez said one of those units is using water.

Customer Service Manager Threadgill said here is the rub with that though. If all of those valves have been shut off to each one for two hours because it depends on the timing, because the meter runs on the hour, so if you had them all off for two hours you should see zero consumption during that period of time. He said it has been over 60 days since they have seen a zero-hour consumption. He said it has been close, it has got down to 3 a couple of times.

Commissioner Payne asked if that was at night. Customer Service Manager Threadgill answered yes, that was between midnight and six in the morning.

Commissioner Sikes asked Customer Service Manager Threadgill according to our policy if they were to allow Ms. Perea to get on payment plan right now and continued searching for the problem, would we allow them to come back, under the same problem, and get it abated. He said if there is somebody not just using the water and they show that it has been repaired. He said they would qualify under the leak abatement at that time. Commissioner Sikes said maybe that is what we need to do at this point and then continue testing.

Ms. Perea asked and if there is somebody taking water from our property. Customer Service Manager Threadgill said that would be between you and whomever is taking the water.

Ms. Perea asked who that might be.

Commissioner Hernandez said that is against the law. The police would get involved at that point if somebody is stealing water.

Commissioner Rardin told Ms. Perea that she had said they have individual shut offs and if you shut them all off to all the units then you stop consuming water, you meter stops spinning. He asked as they turn them on, if they don't get to one that starts the meter spinning again.

Manager Ruby answered no. City Manager Paluch asked her to come up to the podium and identify herself. Manager Ruby said they had shut the water off one at a time and waited for a while, she didn't not know for how long, but they did it three times. She did not know when it would start spinning when they turned it back on.

Commissioner Rardin said that is kind of what you need to do, is turn them all off and then turn one on and check it, turn the next one on and check it and you will be able to tell which unit.

Ms. Perea said as a matter of fact they did that, and they took a video of it. Sometimes the meter was moving and sometimes it wasn't moving.

Customer Service Manager Threadgill said his recommendation is if they are going to shut each individual one off, is to do it for an extended period of time, four maybe five hours. He said that is going to tell you that there is nothing happening in your main. He said your main probably runs in that horseshoe, so we have multiple points of failure there, but we probably said we're not seeing any point where that water's been not running through that meter for an hour.

Ms. Perea said on Sunday they shut the main water off for almost two hours.

Commissioner Rardin asked where her mobile home park is located.

Manager Ruby explained where it is located.

Commissioner Rardin said he is thinking along the lines of Commissioner Hernandez, that in the past somebody may have owned additional property out there and tapped on to the water main and ran it to the other property or something along those lines.

Ms. Perea said there is an empty lot next to them, but she does not know if it has a water meter.

Manager Ruby said she thought that every property has a meter, right. Commissioner Rardin said not necessarily. Manager Ruby said the previous owner of the mobile home park owns the lot right next door.

Mayor Boss asked if this just happened all of a sudden. Ms. Perea answered right. He then asked Customer Service Manager Threadgill what the Commission needs to do, and what their options are.

Customer Service Manager Threadgill said on what we can do, he is not sure. He said they do not go past their responsibilities. Mayor Boss then asked City Attorney Schreiber.

City Attorney Schreiber said she is not sure, even if the Commission were to want to abate something today, the consumption is on-going. She said it sounds like this is going to be an on-going issue for the park owner and the City.

Customer Service Manager Threadgill said they sent out their first courtesy notice back in December of 2017. He said they sent out a total of four courtesy notices when they get notification that there had been continuous consumption on property.

Mayor Boss asked how many times they sent these notices. He then asked Ms. Perea if she did not see those.

Ms. Perea said she never seen them. She had asked Customer Service Manager Threadgill where he sent those, because her manager lives there, and she never got one. She said they asked the tenant that lives in number one, which has 1105 Mesquite on it, so she is assuming that is where they might have dropped it off and that tenant swears that he did not have one.

Commissioner Hernandez said they had an issue a while back. He said more than likely this guy's water hose broke and his guys did not tell him about it, and the Commission could not abate his because he never had a leak. He said because this one is continuous and by policy we cannot abate it until they come back and say there is a leak. He said he kind of treaded on thin ice a little bit, trying to give some advice but it is not going anywhere. He said the Commission cannot do anything until they find a leak, and just by listening, nobody is stealing water because they are turning it off and it is shutting off, so it is in their system itself. He said you know you go to the doctor, you don't like his opinion, you go get a second opinion, but he is not telling them that he is telling the Commission this. There is nothing they can do at this point unless they extend the water bill and let them make payments, but until they find a leak they cannot abate it.

Commissioner Rardin said that is all he was going to do is make a motion. He asked Customer Service Manager Threadgill if he had said six-months. He said they could go six-month and that does not need Commission action. Commissioner Rardin said okay, you are requesting to do a payment plan longer than six-months.

Ms. Perea said right because it will put her at almost \$900 and when she gets the other water bill it is going to be who knows. She said it does not really help her, and she is not asking the Commission to not let her pay anything, but she is asking for more time to pay.

Commissioner Rardin asked what she owes currently. Ms. Perea answered only the \$5,000. Commissioner Rardin asked Ms. Perea how much time she is requesting. She answered she was hoping to do 12-months and in the meantime, hopefully she can find this problem and fix it. Commissioner Rardin said if they can find the leak, then they could come in and file for the leak abatement.

Mayor Boss said he thinks all efforts need to be made on finding the leak and he thinks probably go with the six months at this time.

Mayor Pro-Tem Baldwin said based on the conversation, her proactive stance on the matter in trying to find the leak, doing everything they can with the plumbing company and working with Customer Service Manager Threadgill he would be willing to go to her request for a year, he has zero issues with that.

Commissioner Rardin said if they did nine-months it would be like \$555 a month. Commissioner Hernandez said policy says six months. Commissioner Rardin said but Customer Service Manager Threadgill said the Commission could go longer than the six, right. Mayor Pro-Tem Baldwin said yeah, he can go the six months. Mayor Boss said the Commission would have to approve. Commissioner Rardin said to go longer.

Customer Service Manager Threadgill commented that in the past the Commission has allowed up to one year, it hasn't been frequent but in the past the Commission has allowed it. He said he is not aware of it going any longer than a year.

Commissioner Rardin made the motion to approve a 12-month payment plan, contingent that the owner continues to try and find the leak.

Commissioner Rardin moved to approve.

Commissioner Hernandez seconded the motion.

Motion carried with a vote of 6-0-0.

5. Discuss current policy on non-household terminated water accounts. (Petria Schreiber, City Attorney; Mark Threadgill, Customer Service Manager)

Item removed.

6. Consider and act upon amending the Commission Meeting Rules of Conduct to include a cell phone usage rule for Commissioners. (Petria Schreiber, City Attorney)

City Attorney Schreiber said this was brought at the request of Commissioner Payne. City Attorney Schreiber put together a cell phone usage plan. She said this is in the meeting rules of conduct, so essentially what this says is that we would never want the public's perception to be that a Commissioner is not paying attention or that a certain Commissioner is receiving information relative to the subject matter at hand from someone in the public that the other Commissioners don't have. Therefore, all electronic communication devices including cell phones that are other than for the purpose of accessing agenda materials, so your laptops would be fine, are prohibited during meetings. She apologized and said this said Council meetings, but it will be fixed to Commission meetings. She said it just says that if you need to take a phone call, to ask for a brief recess and tend to the cell phone. She said this was very simple, it was a request, so whatever the Commission would like to do.

Mayor Pro-Tem Baldwin said he had a phone call, he missed that. He said you think I am joking but I really did, so I am sorry.

Commissioner Rardin said honestly you guys, he doesn't even know why they are discussing this. He said if they have to answer a text message or something, he does not see a problem with that.

Commissioner Payne said she has a problem with it.

Mayor Boss said he has a problem also. He said he is not surprised that Commissioner Rardin brought it up first because he has seen him text back and forth continually during the meetings.

Commissioner Rardin said anyways, just like Mayor Pro-Tem Baldwin just did, if he has a phone call he'll walk outside and take it, most of the time. He said if his guys are working or something, there are times that he has to be accessible by text message. He said, "like I say, I'm going to take it."

Mayor Boss asked Commissioner Rardin if they are working at 6 or 7 o'clock at night. Commissioner Rardin said from time to time they do, yes. We do night work.

Commissioner Sikes said she believes that this is a good policy also. She said the perception is that we're distracted. Mayor Boss said it's all about perception. Commissioner Sikes said she thinks it is important to consider. She said the only thing that she would like to see different is why ask for a recess, just have the fortitude, the responsibility to get up and take the phone call. She does not think it is necessary to interrupt the meeting and six other people moving forward with the Commission meeting. She said and just go take your phone call or answer your text.

Commissioner Payne said she did bring this up. She wanted to actually bring this up a couple of years ago and she kind of let it slide. She said believe it or not she gets comments about, because obviously. Mayor Boss interrupted and said as do I. Commissioner Payne said yes, people can see us, they watch us from home and she gets comments about people on their cell phones during the meeting. She thinks it is a distraction and we do, all be it not much, get paid to be here, so this is our job for, from 6:30 until whatever time we leave. She said if we are getting paid by the public to be here and conduct business, she has a real issue with it. She said it is a distraction, several times they have been discussing something and she has looked over and somebody is actually on their cell phone and not paying attention. She said the reason she knows they are not paying attention is because they are asking a question that was just answered, so she knows that they are not paying attention and it has happened more than once and she does have an issue with it. She thinks they owe it to the public to give 100 percent in their meetings because that is what they are paid for, so she did ask that this be put on the agenda.

Mayor Boss asked City Attorney Schreiber if they are texting back and forth into the Chambers, which happens, is that not a violation of the public meetings. He said he means they can't meet, they can't

get together and talk, are they not apparently conducting business at a meeting and yet it is not on the record. He asked if she understood his question.

City Attorney Schreiber said that is problematic. She said one Commissioner is receiving information that the rest of the Commission doesn't have. If that information is influencing votes on the Commission, that is very problematic.

Mayor Boss said and there is no question that it happens. He has witnessed it so many times.

Commissioner Hernandez said Mayor Boss, tonight he has answered two phone calls and 22 text messages from work. He said he does have a 24/7-hour job. He said if this is in fact installed tonight, he either pays the fine, do whatever you guys want to do or walk out of here. He said this does not pay my bills, okay. He said he has to have his phone on, it is part of his job. Commissioner Rardin said he is a business owner, it is part of his job. Commissioner Hernandez said his is 24/7. He said security called him tonight, he couldn't answer the first time, she text him twelve times, he text back twelve times, that is 22. He said he took phone calls from her. He said that is up to you guys, if that is what you want to do, then he thinks they have a bigger problem because that puts him in a position where he can't sit here. He asked is that what you guys want to do.

Mayor Boss asked if we have surveyed other communities, in regard to policies that they might have Las Cruces.

City Attorney Schreiber said she did not look around the State. She said she can tell you, that this policy was taken from three or four other Cities policies that she went through.

Mayor Boss said he is sorry and asked you took this from.

City Attorney Schreiber said from three or four other cities that are out of state policies, and she put this together based on that. Mayor Boss said out of state. City Attorney Schreiber said yes, she did not pull the rules of conduct for other cities surrounding us. She said she doesn't want to tell them that she did, when she didn't. Mayor Boss said so you mean in other states, outside of New Mexico.

Commissioner Rardin said to expand on the pay, we aren't being paid. He said he was here when the Ordinance was written, we are being compensated for expenses incurred. He said the \$600 a month or whatever it is, if you read the charter. Commissioner Sikes asked if he was getting \$600. Commissioner Rardin said well we get \$50 per regular meeting and then \$250 for a regular meeting or something, if he remembers correctly. He said it is \$600 minus your taxes that they take out of it, but it was written in the Ordinance that was passed. It is for expenses incurred for doing the job, it is not a paycheck, it is for expenses.

Commissioner Payne said okay, well part of the job is sitting up here and listening and paying attention and doing the business of the City.

Mayor Boss told Commissioner Hernandez he is very sympathetic to yours, but Commissioner Rardin, he has watched him and a partner, back and forth and back and forth. He said this was before.

Commissioner Rardin said he has a baby at home. Mayor Boss said there was no baby out there. Commissioner Rardin said how do you know what is going on. Mayor Boss said all he knows is the people in the audience, he saw it in the audience, is telling me that every time they did something, you did something. Commissioner Rardin said you are assuming.

Commissioner Hernandez said he is going to show the Commission something real quick. He said he has that, he has that, he has that (as he laid three electronic devices on the dais). He said the whole time he was sitting next to you, referring to the Mayor, he did all three of those, plus he paid attention, plus he kept up with everything that was going on, plus he helped you, the Mayor, and he never missed

a beat. He said not once, you can go back through all those meetings, and not once did he never know what was happening, not once did he say he was confused, not once did he say hold on a minute or repeat yourself. He said he continued all of it while conducting all of his business. Mayor Boss said you are absolutely correct, you did. Commissioner Hernandez said every single time, and there's not a meeting that he has not been in here that he hasn't had at least twenty text messages. Mayor Boss said he has never seen you talking to people in the audience. Commissioner Hernandez said he has gotten outside text messages, but he does not answer them. Mayor Boss said he is talking about right here, as he pointed out to the audience. Commissioner Hernandez said out here in the audience he won't, but he's had people text him, like for instance the audio is not working, so he will send City Clerk Hughs an email letting her know that the audio is not working. He asked is that illegal, yeah it is, if what they are saying, it is. So now, another question for the Attorney is, if he leaves here because he can't have his phone and have his job is that a problem. He said if you restrict him from being able to do his job because he has to have his phone is that a problem. He said absolutely, ask any Attorney. He said in fact before he gets home he'll bet he will have three phone calls if this passes tonight. He said check it.

Commissioner Rardin said nobody up here had a problem with it, until he got back on the Commission, now all of a sudden it is a problem.

Commissioner Payne said she actually wanted to bring this up two years ago.

Commissioner Rardin said this was brought up four years ago when Susie Galea was here, and we shot it down again, as well. He said actually it has been five years ago, so, guys I don't understand that. Like I say, somebody in the audience maybe getting a text message the same time I am getting one or receiving or sending one. He said he is not talking to them, he is talking to his wife at home about his kid or the babysitter that is watching his kid. He said it is not about City business, if it was about City business it is illegal if he is texting Commissioner Sikes or Mayor Pro-Tem Baldwin during the meeting. He said if he is texting somebody out there in the audience, how is that illegal. They are constituents, they live in my district, he is their representative, how is that illegal, what is wrong with that.

Mayor Boss said well, I think it is perception.

Commissioner Rardin said it doesn't matter if it is perception, it is not against the law. Mayor Boss said no. He said like I say, nobody had a problem with it until he got back on this Commission.

Commissioner Payne said that is not true.

Commissioner Rardin said well, it's the first time it has been brought up since he has gotten back on it.

Commissioner Payne said actually it was brought up before, wasn't it Commissioner Hernandez. He said with Susie. Commissioner Payne said nope. Commissioner Rardin said that was about five years ago. Commissioner Payne said it wasn't brought up in a meeting, but it was brought up. Commissioner Hernandez said he knows, they've had a lot of different things but.

Mayor Boss said he does not think they are going anywhere here. He thinks what they need to do is come up with some kind of an agreement. He said he also understands where you, referring to Commissioner Hernandez, and he also understands where you are coming from, referring to Commissioner Rardin, but I am going to tell you that I think that you have abused it, referring to Commissioner Rardin. He said he has watched it too much, but they are going to have to come up with some kind of an agreement.

Commissioner Rardin said it's not an agreement. He asked if it has disturbed anyone up here. He said if they answer a text message does it disturb you that I answer the question, referring to Mayor Pro-Tem Baldwin.

Mayor Pro-Tem Baldwin said don't put me on the spot, right now.

Mayor Pro-Tem Baldwin said one of the things, he thinks we are trying to address a slightly larger issue with a much smaller issue with the cell phones, but an issue nonetheless. He said he has taken this job as serious as his other job will allow him to take it and he has always had an issue with in private meetings, any meeting, cell phone usage or basically not paying attention because as Commissioner Payne mentioned, it is a disservice to the citizens or the people that are taking the time out of the day to be here to communicate with us. He said he has always really had an issue with excessive online use, cell phone use, talking to other Commissioners, so yeah, he does kind of have an issue with it, but all that being said he would remind everybody because they are getting a little heated now, once they get to pointing fingers it gets a little difficult. He said he actually did, he was not joking, take a phone call. He said it was the first time, actually last week or the week before, we had a meeting, he took a phone call and it was the second time in six years he took a phone call sitting at the dais. He said despite his disliking of it, he has taken texts, he has taken texts from constituents that are watching the video saying hey you guys said you were going to deal with this tonight, what happened. And he would have to say that they pulled it from the agenda or something like that, so that kind of communication does go on, but he also does feel that gets part of the City business and part of what he is here supposed to be doing. He said the only thing he would remind us as Commissioners is, he is voted in by a group of people, he is voted in by a group of people and I am voted in by a group of people. If they have an issue with it, let's just be adults about it and call each other out on it. He said he has no issue with that, if he has an issue with Commissioner Hernandez, if I don't think he is paying attention, from this point forward instead of changing the Ordinance or coming up with a rule, I am going to say Commissioner Hernandez would you please, do you have an issue that you need to leave or can you pay attention to what is going on so that his public realizes that he is using his phone. He said or the same for Commissioner Rardin or same with anybody else, but we just need to call each other out on it and let his constituency decide if they want him back the next year or the next election.

Mayor Boss said I thought you were protesting when you went out and said you were answering the phone.

Mayor Pro-Tem Baldwin said you could not have got a phone call at a worst time to deal with a cell phone issue. Mayor Boss said that was a bad time, I thought you were protesting.

Mayor Pro-Tem Baldwin said in defense of work, by the suns up he is working, seven days a week and his work had a power outage. He said they have servers that are, no pun intended, but they are City servers and you have to pick your left foot up pull the antenna this way and start it twice to get it to work properly and some of his staff doesn't know the process so he had to remind them of the steps to get their service back up so they can actually close their business tonight or at least one portion of the business because they have a whole other portion that stays open to 9 or 10 o'clock at night, which is the restaurant. He said he respects the issues we are having and yes, the answer to Commissioner Rardin's question, he does have an issue with over use of cell phone at the dais, that's just me, but he can't argue with Commissioner Hernandez's comments, he is right, he sat right here in this chair for the six year that I've been on with you and I've watched him do it and he does not believe that he skipped a beat in that process, so he does understand. He said I'm not helping any, but he does understand both.

Commissioner Payne said no, it's okay, it's alright she is not taking that personally. She said she put this on here because she has had comments about us texting. Mayor Boss said he has also had comments. She said yeah, and what frustrated her was a couple of meetings ago they were having a discussion and she was trying to get an answer and she looked over and people were on their cell phone, when she was trying to get some answers and she was looking at them. She even almost said "I'm sorry am I bothering you" because it was such a distraction and just for the record, she is on-call all the time too. She does get calls at night and, on the weekends, and as a matter of fact she just got a call for help from the Sheriff's Department as she was walking in here, so she is on call too. She said she has kids at home, not little ones anymore, but she has responsibilities and she does understand,

she does. She said it is a huge distraction when you are texting, and somebody is standing up here or you're texting, and we are trying to have a conversation, regardless of what it is, regardless of whether it's your job, regardless of what it is. She said it is not about whether you missed a beat or not because she couldn't say that he has. She said she doesn't know, she is going to guess that he hasn't, but it is a huge distraction and it is a horrible perception and she has had people tell me "Oh, we're watching online and there is so and so on their phone again not paying attention, and your tax dollars at work", and yes, she has had those comments and so. Mayor Pro-Tem Baldwin said as have I. She said yes, and how do you reconcile that, she had no idea, but it's really not fair to the public. She's not going to get into a contest whether we get paid or whether it's compensation, whatever you want to call it, but the fact is that it is taxpayer dollars going into our pocket or whatever we are doing with it and she thinks we owe the public their full attention as much as possible, and if you have to stop to text for your job, then so be it but if it is that much, yeah, she kind of would question whether you have to make that decision because that seems like an awful lot to me.

Commissioner Hernandez said not to me. He said he's done it since he's been here and the only time he has ever been questioned by it was by Ms. Alicia Rios. He said when she was watching it on the cast and he had to get up and take a phone call. He said that was the only time that he has been questioned with it.

Commissioner Payne asked if anybody else been questioned outside of Commission.

Mayor Boss said he has never used his phone.

Mayor Pro-Tem Baldwin said he has.

Commissioner Hernandez said here is the thing though.

Mayor Pro-Tem Baldwin said he left because of the usage.

Commissioner Hernandez said it doesn't matter what they do, it still is not going to be right. He said the Mayor brought that up earlier.

Mayor Pro-Tem Baldwin said well then, let's just, as a group, realize that there is a perception from a certain part of the public that watches the meetings and/or hears what staff says or the public says that there is that perception, and let's just be better at it. He said if you have to take it, you have to take it, but understand that people are watching and if we want to call each other out on it, that is fine.

Commissioner Hernandez said here is the other thing is you look at my meeting record. He asked how many meetings he has missed. He said one. He said the six years that he's been here, he has missed one, okay. Still again, just take care of both business at the same time and when he is at work, he gets phone calls. He said Chief LeClair comes to see him. He asked Chief LeClair if he turns him away when he comes to see him. Commissioner Hernandez said no sir, he's said come on in let's discuss this, let's do this. He asked what's the difference. There is none. The public does not see that. He said City Manager Paluch has come to see him at work several times with City Attorney Schreiber. He said they dealt with issues and he never cut you guys off and say he's got go, he's done." He said no, he may say let's schedule it for this time or whatever, but that's his job, but he still does business at his job because he is allowed there. He said so the public does not see that perception, at all. He asked Mayor Pro-Tem Baldwin how many people come see him at the Golf Course and ask him questions. It never stops, right. He said if Grant wasn't who Grant was, what would he do. It would be tough. He said it doesn't change, so what's the difference.

Mayor Pro-Tem Baldwin said he wouldn't argue that too much because there is a difference.

Commissioner Payne said she thinks there is a difference, it's a choice. She said if you were in the middle of a meeting at work, if you were in a meeting and you were in a meeting with your boss or you

were in a meeting with people, would you just stop the meeting to stop the meeting to talk to City Manager Paluch, probably not, you'd probably tell her I'm in a meeting can we do it at this time.

Commissioner Hernandez said City Manager Paluch has text me while he's been in the middle of the meeting with his boss. He said he text her back and told her let's do it at this time. Commissioner Payne said right, but not during the meeting. Commissioner Hernandez said yes, during the meeting otherwise he would have taken a call.

Commissioner Payne said but you don't stop the meeting to meet with City Manager Paluch.

Commissioner Hernandez said he doesn't stop the meeting to do what he does here.

Commissioner Payne said we can go back and forth on this all night, she is simply telling you that she got a call the other day, it was the last straw for her, and it was because somebody was actually in the Commission Chambers and said they were pretty insulted and that is how the conversation went and it was the last straw for me. She said she thinks that we need to be careful about perception, you can call it just perception all you want, but we talk about perception all the time and if the perception is that we don't give a crap because we are on our cell phones texting, they don't know that you are texting your work, they don't know that you are texting about your child, they don't know that she is texting to ask Kitty Williams for a pair of glasses because she can't see, which she's done, she fully admitted it. She said she is shooting herself in the foot here too, but they don't know that and so if we are not going to make this part of our conduct, we at least need to be very mindful of it and she does think it was worth having a discussion over, she does think it is important. She said perception is perception and we can't use the word when we feel like it, it is what it is, people are watching us, they don't know what we are doing, what they see is people on their cell phones looking down texting, not paying attention for whatever reason and that is all she is getting at.

Commissioner Rardin asked what's the difference between looking at my phone and reading here on this computer. He asked if he was sitting here reading this, is he paying attention to the speaker.

Commissioner Payne said because they can see your phone and they can see you texting. She said oh yeah, believe me I've gotten the calls. She said I am not making this up, I've gotten the calls.

Commissioner Rardin said I've been here. Commissioner Payne interrupted and said well I am sorry, but I have gotten the calls. Commissioner Rardin said like I said, what's the difference though between reading an email or message. Mayor Pro-Tem Baldwin interrupted and said they assume this is City business and this (as he made a texting motion) is personal. He said that is the perception.

Commissioner Payne said she really did not want to get into an argument about it, and apologized for that. She said she just wanted this brought up because she has gotten phone calls. She has gotten post on Facebook about it. She told Commissioner Rardin if you like too, she can dig them up.

Commissioner Rardin said he does not read Facebook really. Commissioner Payne said oh I think so, okay.

Commissioner Rardin said he is kind of like Mayor Boss, he puts pictures of his kid and people they go to the lake with, he does not do City business on Facebook.

Mayor Boss said he does not put his kids on there, they put them on there for me and he doesn't share them. Commissioner Rardin said I'm kind of like you, Facebook is not a place for. Mayor Boss said that is not for the world.

Mayor Boss said he thinks they need agree to disagree here and we've got it out. He thinks it is a problem and he thinks the people that he thinks are important is in government. I mean, I know you say, "well that is just what they think that is not what happened", but I think perception is very important,

I think we need to cognitive of it and any opportunity we have to avoid a ping to be away or not we need to do that. He said people think we are talking if we are using those cell phones, they think we are conducting business, some of them think we are conducting business, which is illegal. He said they don't know if, they see you on the phone and Commissioner Sikes on the phone at the same time, they don't know, maybe the two of you are communicating back and forth, now granted that is perception, you really didn't do anything wrong, but the public thinks you did. He said anyway, we need to agree to disagree and I think move on, does everybody agree with that. We will take no action on item number five. Certain members of the Commission corrected him and said item six.

No Action taken.

7. Consider, and act upon, first publication of Ordinance 1575, amending Chapter 24, Section 12 of the Alamogordo Uniform Traffic Ordinance regarding trailers being parked on City streets. (Petria Schreiber, City Attorney) (Roll Call Vote Required)

City Attorney Schreiber said this is responsive to discussion at the last meeting. She said what they have done is that it now gives it a 24-hour time period. She read the proposed new section.

Commissioner Hernandez thought this is what they agreed on.

Commissioner Rardin made a motion to approve. Mayor Boss said he would like some discussion on it.

Mayor Boss said Alamogordo has adopted the New Mexico Uniform Traffic Ordinance except with the ATV rules. He said Taos, Rio Rancho, Silver City, Santa Fe, Carlsbad have also adopted the State rules. He said Albuquerque went a little further and rather than cutting back on the rules, they restricted the vehicle being attached to the trailer and gave less time. He said he has seen what happens in Alamogordo on streets. He said he lived on a street where they saw children playing riding their hot wheels down the sidewalks and would cut across the street. He could still see a fifth wheel on the street with a truck attached to it with an extension cord running to the house, because someone was living in the trailer. He said they literally drove 5-miles per hour and he had nightmares that some kid was going to pull out in front of him and he was going to run over him. He said there is too much chance by doing that, they are increasing the chance of hurting one of our children. He said he was cited some 15 years ago and he paid the fine for leaving a utility trailer parked on the street during the day while he was at work. He said if one person was to be injured as a result of that. He asked City Attorney Schreiber if we adopted this, we are changing what New Mexico has suggested. He said if he was an attorney, the very first thing that he would do if one of his children got injured or killed, he would be looking at the law surrounding that and if he went back and saw that the laws were amended from the State recommended Statute, he would probably file suit against the City of Alamogordo or whoever it was that had changed that order, because if that trailer not had been there under the New Mexico Ordinance and we allowed it to be there. He asked if that is a stretch.

City Attorney Schreiber said no she does not think it is a stretch, but they get sued for all sorts of things every day.

Commissioner Rardin said they are home rule, they are allowed to suggest ordinances as necessary. Mayor Boss said he knows, but that is not the point. Commissioner Rardin said if the Commission does not want to vote on it, that's fine.

Commissioner Sikes said she almost owes Commissioner Rardin an apology. She said the last meeting when this was brought up, she did not take it as seriously as she might have. She thought it was an extended discussion about a non-issue. She said since the meeting and driving around Alamogordo, she sees a lot of trailers that are not hooked up to a truck. She said they are unhitched, parked in front of their houses or even on their driveways. She asked if they are allowing by this Ordinance 24-hours on the street and then they have to remove it. She said in driving around it looks

like a lot of people use the trailers during the day for work, they come home they park it, they drive off in the trucks or whatever and the next morning they hook it up again and take it to work and then they come back at 5:00 o'clock and unhook it, so what is this actually doing.

Commissioner Rardin said the reason he wanted to add the 24 in there is not so much the fifth wheel issue. He said he did not even know staff was putting this on there last week or last meeting. He said there are times he gets to a job site with a truck and trailer and he has nowhere to park. He has to drop that trailer somewhere and the only usable spot is on city right of way along the side of the street. He explained the job they were doing across the street at LOCO Credit Union and said they could park there on 8th Street, it was kind of out of the way, they could drop the trailer and it would sit for a couple of hours, 8-hour day max. He said that is what the 24 hours is. He said he is not asking to allow that trailer to sit in front of the house for an extended period of time. He said the City is just as guilty as this, when they have water breaks, they take their big equipment trailers behind their dump trucks, they'll unhook that trailer on the side of the road and leave it in the right of way. He said that is all he was asking for a 24-hour period and that trailer could conceivably sit there where you don't have to worry about DPS citing you. He said if the Commission does not want to pass it that is fine, he just brought it up. He didn't even realize that staff had even put it on the agenda last meeting.

City Manager Paluch said one point of clarification. She told Commissioner Rardin, respectfully, you had asked me to put this on the agenda last meeting and so we did put this on the agenda per your request.

Commissioner Rardin did not recall asking her to do that. He said he talked to Assistant City Manager Cesar about it, but he never talked to her about it. City Manager Paluch said he came into her office and asked her to put this on the agenda and he had informed her that he did talk to Assistant City Manager Cesar about it. She said respectfully that is her recollection.

Commissioner Rardin said he does not remember coming to her office and asking her, but either here nor there, but that is all it is about. He said Commissioner Wright was kind of on the same page, there are times we just don't have a place to put that thing that is off of a city right of way. He said by City Ordinance they could come up and cite us for trying to do a job. He said the 24 hours gives just enough time a trailer can sit there, do the job they need to do, then they'll be gone, and they'll go back.

Mayor Boss said from what Commissioner Sikes just said though, she is seeing them all over town unhitched.

Commissioner Sikes said you do, just drive around and look at the different trailers in front of houses. She mentioned the different type of trailers that could be seen while driving around town.

Mayor Boss said this is also why it is not only the utility trailers, but it also applies to fifth wheels and everything. He asked how Code Enforcement going to keep up with that. He then asked if they are actually going to write a permit.

Commissioner Rardin said what you do is have DPS come over, they mark the tires and if it doesn't move within a twenty-four-hour period, then they can cite you and that is how they handled it in the past. He said the same thing if somebody complains, DPS can come mark the tires come back a day later, if it has not moved then cite them. He said he is trying to make it where they are compliant, because there are times they cannot get off City right of way. He said that is the only reason that he brought it up.

Commissioner Rardin moved to approve.

Commissioner Hernandez seconded the motion.

Motion carried with a vote of 5-1-0.

Mayor Boss voted nay.

8. Consider, and act upon, the responses received to RFP 2018-005 Economic Development Services. (Barbara Pyeatt, Chief Procurement Officer)

Chief Procurement Officer Pyeatt spoke on the scores on this particular RFP (Request for Proposal) being extremely low. She said normally our scores come in anywhere from 85 percent and higher, and these two proposals came in; one was at about 64 percent and the other was at 58 percent. She said it is not a normal occurrence on our RFPs. She said City Manager Paluch thought that this should be brought before the Commission.

Commissioner Payne said she is assuming there is a basis for the scoring. Chief Procurement Officer Pyeatt said they are all set. She said it depends on what you are wanting, as for what the RFP is about. She said it is all averaged.

Commissioner Payne asked if she had any idea or can she share with the Commission why it was so low. She asked what is it that would have improved it.

Chief Procurement Officer Pyeatt said she cannot give her opinion on the RFP because she is the Purchasing Manager. She said they are just low.

Commissioner Payne said she is trying to figure out what were they looking for that wasn't there.

Chief Procurement Officer Pyeatt said the obvious thing is that they were just poorly done to be honest. She said she is not giving her opinion. She said they have some to they get that there are only two, and some that there are 5 to 8.

Commissioner Payne said she does not know if this other company has ever submitted another bid, but OCEDC (Otero County Economic Development Council) obviously has. She asked Chief Procurement Officer Pyeatt if she knows if OCEDC presented what they have presented in the past. She answered no, she could not tell her that because she doesn't go through and evaluate them herself. She goes through and makes sure that they have all the documentation that is required.

Commissioner Payne said that is what she would be curious about.

City Manager Paluch said she did when staff was developing the RFP with the help of our Purchasing Manager Pyeatt, they did ask her to pull the previous RFP that we did solicit bids/proposals for several years ago and she did look at those documents. She said what OCEDC presented to us this time is quite similar to the package that was presented previously.

Commissioner Payne said that is what she is getting at.

Mayor Pro-Tem Baldwin asked what they were scored at. City Manager Paluch answered she does not recall.

Chief Procurement Officer Pyeatt said she could tell you that they were at 85 percent or higher because on the average all of their stuff comes in at least an 85 percent or higher unless there are a lot of them.

Commissioner Payne said she thinks that is her point is and she has seen this not a lot, but quite often with different organizations that the City has done business with in the past. She said if no one has ever said to them, we expect more than what they are presenting, they think it is ok. If it is similar to what they presented in the past and it has been acceptable, and nobody has ever said we are looking for something different or more then what they are presenting is what they expect we expect. She asked if that makes sense. She said she is not suggesting that we lower our standard by any mean, but she is suggesting that if we decide to go back out for RFP or whatever we decide to do, perhaps we need to communicate that we are looking for, we kind of raised the bar.

Chief Procurement Officer Pyeatt said it is all pretty explanatory in the RFP what they are looking for. She said gets questioned, she'll have someone call and ask me are they looking for this or that. She said to her, if they are a person or a company that is going to be submitting a proposal for work for money you are going to put your best foot forward.

Commissioner Payne said she understands that, but the RFP that we put out, is that the same one we put out in the past. She asked if that is worded the same or was it different.

City Manager Paluch answered it was quite different than the first RFP.

Mayor Boss asked in what way.

City Manager Paluch said she cannot detail that out because she does not have that in front of her, but the requirements were very different.

Commissioner Payne said the requirements were different but what we received was very similar to what we received in the past. City Manager Paluch answered yes. Commissioner Payne said then that kind of changes things a little because maybe somebody didn't read the RFP.

Mayor Pro-Tem Baldwin asked who changed the requirements. City Manager Paluch said the requirements in the first RFP were very simple. She said to her recollection there were only four requirements and there was not a lot of detail underneath those requirements. She said they felt that in the second RFP they should detail out more of what the City is looking for based on some of the comments and conversations that they've had with Commissioners over the past several years regarding economic development. She said it was flushed out more in the second RFP.

Commissioner Payne said so we are saying that we did not receive that, because it is interesting that were scored pretty close, pretty similar.

City Manager Paluch said she can't answer that question, she was not on the scoring committee.

Chief Procurement Officer Pyeatt said that is it, they are individual, they are different people.

Commissioner Payne said she finds it interesting that two separate organizations both submitted their proposal for this RFP and they were scored very similar, which tells her that they were both maybe missing stuff or same kind of stuff.

Mayor Boss asked if they can ask some questions. He said he has some questions when he looked at it. He said one of his is, if you add the expenses all up it is \$208,000. He said the City is is going to fund \$80,000 of that, for the LEDA funds. He asked where the difference is going to come from. He asked Mr. Beug from OCEDC to come up.

Mr. Beug said the \$208,000 on their budget comes from the difference of their memberships. He said they collected about \$68,000 last year in memberships. He said obviously they need to have another membership drive to cover their budget. He said if they don't get their money in memberships, they'll have to dip into their savings account. He said they have not had to do that in the past. He said Ms. Anderson applies for grants that they have been receiving. They intend to make up that difference on their own and not come to the City and ask for any more money.

Mayor Boss said and your plan for that is through memberships. Commissioner Payne added and grants.

Mayor Boss asked if they have hired an Executive Director yet. Mr. Beug answered they have not yet, that is in the wings, they are currently interviewing people and hope to make a decision soon.

City Manager Paluch said she is not putting City Attorney Schreiber on the spot, she was one of the reviewers and she is prepared to answer questions from the Commission because she did score both of these RFPs if the Commission has any questions for City Attorney Schreiber.

Commissioner Rardin asked where Zilo International is located. City Manager Paluch answered from Colorado. Commissioner Rardin said economic development is marketing your community and making something here that you sell in other communities so that you can bring their money to our community. He said he kind of finds it ironic to outsource our economic development to a company outside of New Mexico.

City Manager Paluch said unfortunately we cannot write in the RFP that we can only accept people in the State of New Mexico and in the last RFP they did receive two proposals, one person pulled out, but that proposal was she believes from Florida and the second one was from El Paso, the third one was from OCEDC.

Commissioner Rardin said in the past, he had a lot of transparency issues with OCEDC from when he was a Commissioner formally. He said he knows they have made a lot of staff changes and he can see that they are working to become more transparent. He said he does not see the need to push it out of state, the money because it kind of defeats the purpose. We are trying to collect the tax to try and generate revenue coming into our State, but then we are going to ship our economic development money right out of the State.

Commissioner Hernandez said OCEDC mentioned they have a membership drive and that is how they are going to raise the rest of the money. He asked where these members are from. Mr. Beug answered they are all from Alamogordo. Commissioner Hernandez said you are raising quite a bit of money from individuals from Alamogordo and that tells you something right there, they are willing to put back into Alamogordo. He said like Commissioner Rardin said is that OCEDC has made a lot of changes and will continue to make changes, in his opinion, to get us where they need to be. He said he supports this whole heartily.

City Attorney Schreiber advised to be very careful, allowing one of the proposals to come before you and present is unfair to the other proposal. She said we need to tread very lightly here because Zilo has not been afforded the same opportunity, so it would be her advice that they look at the score sheet and talk about that, but really allowing OCEDC to come here to the Commission is something that we are not allowing Zilo to do, so we need to be very careful.

Commissioner Rardin said they could have come to the meeting tonight. He said they could have been there with a representative. City Attorney Schreiber said correct, but we do have a Procurement Code that we have to follow, and so while they could have been here, we still need to be careful that we are not going to violate the Procurement Code.

Mayor Boss asked if they should not ask OCEDC questions. City Attorney Schreiber said they need to tread very lightly understanding that we are only allowing one of the two companies.

Mayor Pro-Tem Baldwin made the motion to request authority to commence negotiations with the service provider OCEDC. He asked if that motion was right.

City Manager Paluch said no, he is making a motion to award the RFP 2018-005 for economic development services to OCEDC.

Chief Procurement Officer Pyeatt said because they have done this and have allowed Mr. Beug to do that, and she understands that ZILO could have been here, but under normal circumstances, if you are wanting to discuss with the proposal then you do a second interview. She said so you are able to sit in front of them and talk to them and ask them those kinds of questions. She said they weren't giving the opportunity to ZILO people. Mayor Boss asked since they have done it now, can we repeal it by inviting

Zilo to the next meeting.

Mayor Pro-Tem Baldwin said they have a motion on the table to award that based on the bidding, so it is all moot.

Commissioner Rardin said they had nothing to do with the scoring, staff did the scoring and they are doing the recommendation.

Mayor Pro-Tem Baldwin said to move with OCEDC, that is his motion.

Mayor Pro-Tem Baldwin moved to approve.

Commissioner Hernandez seconded the motion.

Motion carried with a vote of 6-0-0.

9. Consider, and act upon, first publication of Ordinance No. 1574, to change zoning from R-1 Single Family to R-3 Two Family for the address of 1201 Oregon Ave. only (*Darron Williams, City Planner*). (Roll Call Vote Required)

Item removed.

10. Consider, and act upon the approval of case M-2018-0001 (A), a street vacation located at Hermoso El Sol Subdivision, Unit 2, lots 15 and 16 (*Darron Williams, City Planner*).

Item removed.

11. Consider, and act upon, approving service agreement between the City of Alamogordo and Otero County Fire Services regarding use of water, testing equipment and training facilities. (*Dustin Johnson, Assistant City Attorney*)

Assistant City Attorney Johnson said this is a service agreement due to a collaborative effort between the County and the City. He said what was happening essentially was that our Fire department was paying \$5,000 annually in order to utilize the County's training facility as well as their pump test trailer. He said during this same period of time the County was utilizing water out of the City's hydrants free of charge. He said basically upon discussion what they came up with was a service agreement, the County is going to allow our local Fire department access to that training facility, pump test trailer for free and in exchange we are not going to begin charging for the water utilization out of our pumps. He said additionally, while the City will see savings, the agreement also assists the County in their ISO ratings, so it could have potential effect in lowering their rating. He also said with the \$5,000 of savings, that will be utilized elsewhere by our Fire department.

Mayor Pro-Tem Baldwin asked since we have a fixed amount of time to utilize that facility, but we also have as much water that we can give them, is there a limit to the amount of water that they can take.

Assistant City Attorney Johnson answered said they have not been monitoring that, they don't have a way to monitor historically what they have been using or what they are going to use. He said a couple of figures that he just put together after talking to water department. He said for example if they were going to fill, it could be 500 gallons per fill, he said they don't know the frequency that they are doing that, however the saving that we are receiving it would equate to them using 3 million gallons of water to equal the \$5,000 expenditure that we are saving our local Fire department here.

Mayor Boss asked if that water can only be used for firefighting. He said they can't fill up a water truck that is going to water a road, correct.

Assistant City Attorney Johnson said that is correct. He said the Legal department was intelligent enough to not allow just unfettered access to our hydrants.

Commissioner Sikes said she applauds the fact that they have done this. She said it just shows me that we are trying to be cooperative with the County and vice-versa.

He said it has been a collaborative effort. He said he knows we have been focused on us working with the County which is what is taking place here. We hope this just the beginning of us pulling together our resources to aid and assist one another.

Commissioner Sikes said it just shows the good faith and good effort. She thanked everyone involved.

Commissioner Rardin moved to approve.

Commissioner Hernandez seconded the motion.

Motion carried with a vote of 6-0-0.

12. Consider, and act upon, a Memorandum of Understanding (MOU) with APSOA regarding firefighters assigned to 24-hour work periods. (*Dustin Johnson, Assistant City Attorney*)

Item removed.

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

Mayor Boss read the openings and appointed Jenny Turnbull to the White Sands Beautification Committee. No one was opposed.

Commissioner Hernandez moved to adjourn at 8:36 p.m.

Commissioner Rardin seconded the motion.

Motion carried with a vote of 6-0-0.

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)

Approved at the Regular Meeting held on July 24, 2018.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/17/2018

Report No: 4.

Submitted By: Petria Schreiber

Subject: Consider, and act upon, final 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 Vote Required)**)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for final 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: 07/24/2018

Report Date: 07/12/2018

Report No: 5.

Submitted By: Rachel Hughs

Subject: Approve Resolution No. 2018-34 authorizing the Mayor to execute the agreement for membership in the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG). *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

Fiscal Impact: \$9,121.00

Amount Budgeted: \$10,000.00

Fund: 011-2400-419-56-45

Additional Fiscal Impact:

Recommendation: Approve Resolution No. 2018-34.

Background: The City is currently a member of SNMEDD/COG, and the proposed Resolution will continue the membership for the next fiscal year. The annual membership fee for the coming year is \$9,121. This is a standard resolution required by SNMEDD/COG and approved annually by the City Commission.



Dora Batista
Executive Director

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203

Phone: (575) 624-6131

Fax: (575) 624-6134

www.snmedd.com

RECEIVED

JUL 02 2018

CITY CLERK

July 2, 2018

Dear Mayor Richard Boss:

With regard to your annual membership in the District for the 2018/2019 fiscal year, we have enclosed the following:

- I. **AGREEMENT** – required by the Department of Finance and Administration for disbursement of local funds and which conforms to state regulations. Two copies are enclosed. After the Agreement has been executed, please keep one copy and return one to our office.
- II. **RESOLUTION** – upon approval by your council or commission, it is to be signed, attached to and distributed with the attached Agreement.
- III. **2018-2019 ASSESSMENT SCHEDULE AND BUDGET FOR 2018-2019** enclosed for your information.
- IV. **WORK PROGRAM FOR STATE APPROPRIATED FUNDS** – enclosed for your information.
- V. **INVOICE** – enclosed for billing and bookkeeping purposes. Please return one copy with your check.

The most recent audit and financial statements are available upon request.

As you know, we are in the process of finalizing the SNMEDD/COG budget for the coming year and your prompt attention is greatly appreciated.

If you have any questions or require further information, please feel free to contact me. Thank you for your support and letting us serve you.

Sincerely,

Dora Batista
Executive Director

DB/pm
Enclosures

AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the City of Alamogordo a member of said District (hereinafter known as the "Member") is as follows:

I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:

- A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.
- B. Furnish technical and management assistance in the development of planning activities.
- C. Coordinate local planning with that of other Members of the District and the State.
- D. Assist in community and economic development, transportation and public works projects.
- E. Assist member governments with their legislative activities.
- F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.
- G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.
- H. Engage in such other activities as are necessary to improve area development and address regional problems.

II. The Member agrees to the following:

- A. To remain an active member of the District.
- B. To make an annual contribution of \$ 9,121.00 to the District as recognition of active membership.

Entered into this _____ day of _____, 2018, at

New Mexico

ATTEST:

Mayor/Commission Chairman

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

Clerk

ATTEST:


Gary Williams, President


Dora Batista, Secretary

RESOLUTION NO. 2018-34

APPROVING THE AGREEMENT BETWEEN THE CITY AND SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG (SNMEDD)

WHEREAS, the City Commission for the City of Alamogordo, New Mexico, hereinafter referred to as the Municipality, is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG; and,

WHEREAS, in accordance with Article 58, §4-58-1 to §4-58-6 NMSA 1978, an agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/COG is required; and,

WHEREAS, it is the desire of the Municipality to continue as an active member of the Southeastern New Mexico Economic Development District/COG.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission for the City of Alamogordo, New Mexico that:

1. The Agreement attached to this Resolution expresses the desires and intent of the Municipality.
2. The Agreement attached is hereby ratified and approved and the proper officials of the Municipality are hereby authorized and instructed to affix their signatures thereto.
3. A copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic Development District/COG, and shall be made a part of the budget documentation of the Municipality.

DONE this 24th day of July, 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

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE

MEMBER	<u>2017-2018</u> <u>CURRENT</u>	<u>2018-2019</u>
Chaves County	\$8,000	\$8,000
Eddy County	\$8,000	\$8,000
Lea County	\$8,000	\$8,000
Lincoln County	\$7,000	\$7,000
Otero County	\$8,000	\$8,000
Town of Dexter	\$1,000	\$1,000
Town of Hagerman	\$1,000	\$1,000
Town of Lake Arthur	\$1,000	\$1,000
City of Roswell	\$13,588	\$13,588
City of Artesia	\$3,450	\$3,450
City of Carlsbad	\$7,641	\$7,641
Village of Hope	\$1,000	\$1,000
Village of Loving	\$1,000	\$1,000
City of Eunice	\$1,000	\$1,000
City of Hobbs	\$10,237	\$10,237
City of Jal	\$1,000	\$1,000
City of Lovington	\$3,303	\$3,303
Town of Tatum	\$1,000	\$1,000
Village of Capitan	\$1,000	\$1,000
Town of Carrizozo	\$1,000	\$1,000
Village of Corona	\$1,000	\$1,000
Village of Ruidoso	\$2,450	\$2,450
City of Ruidoso Downs	\$1,000	\$1,000
City of Alamogordo	\$9,121	\$9,121
Village of Cloudcroft	\$1,000	\$1,000
Village of Tularosa	\$1,000	\$1,000
TOTALS:	\$102,790	\$102,790



Dora Batista
Executive Director

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203

Phone: (575) 624-6131

Fax: (575) 624-6134

www.snmedd.com

Invoice

Invoice Date: July 2, 2018

Richard Boss, Mayor
City of Alamogordo
1376 E. Ninth
Alamogordo, NM 88310-5855

DESCRIPTION

AMOUNT

FY 2018-2019 MEMBER GOVERNMENT CONTRIBUTION

\$9,121.00

Total Due \$9,121.00

- Please make checks payable to Southeastern New Mexico Economic Development District.

T h a n k Y o u

"Leadership to enhance the region's quality of life, services and jobs"

10:44 AM

06/29/18

Accrual Basis

SNMEDD

Budget vs. Actual by Programs/Projects

July 2018 through June 2019

PROPOSED BUDGET									
			District Operations		RTPO		TOTAL		
			Jul '18 - Jun 19	Budget	Jul '18 - Jun 19	Budget	Jul '18 - Jun 19	Budget	
Ordinary Income/Expense									
Income									
Contracts And Fees Income		0.00	0.00	17,000.00	0.00	85,000.00	0.00	102,000.00	
Fed. Govt.			0.00	70,000.00	0.00		0.00	70,000.00	
Grants			0.00	136,636.00	0.00		0.00	136,636.00	
Interest Income			0.00	100.00	0.00		0.00	100.00	
Member Dues			0.00	102,790.00	0.00		0.00	102,790.00	
Reimbursement Income			0.00	500.00	0.00	0.00	0.00	500.00	
St. Govt. Approp.			0.00	84,714.29	0.00		0.00	84,714.29	
Total Income			0.00	411,740.29	0.00	85,000.00	0.00	496,740.29	
Gross Profit			0.00	411,740.29	0.00	85,000.00	0.00	496,740.29	
Expense									
Administrative Fees		0.00	0.00		0.00	1,316.25	0.00	1,316.25	
Advertising			0.00	500.00	0.00	1,130.00	0.00	1,630.00	
Audit			0.00	17,000.00	0.00	0.00	0.00	17,000.00	
Communication			0.00	8,000.00	0.00	3,450.00	0.00	11,450.00	
Contract Services			0.00	55,000.00	0.00	0.00	0.00	55,000.00	
Equip Lease/Repair			0.00	8,000.00	0.00	2,800.00	0.00	8,800.00	
Equip. Purchases			0.00	4,000.00	0.00	1,500.00	0.00	5,500.00	
Fringe Benefits			0.00	55,000.00	0.00	11,735.00	0.00	66,735.00	
Payroll Taxes and Expense			0.00	14,000.00	0.00	3,285.00	0.00	17,285.00	
Program Operations			0.00	60,000.29	0.00	9,384.00	0.00	69,384.29	
Salary and Wages			0.00	161,240.00	0.00	40,856.00	0.00	202,096.00	
Travel			0.00	20,000.00	0.00	4,500.00	0.00	24,500.00	
Vehicle Debt Service			0.00	11,000.00	0.00	6,400.00	0.00	17,400.00	
Total Expense			0.00	411,740.29	0.00	86,316.25	0.00	498,056.54	
Net Ordinary Income			0.00	0.00	0.00	-1,316.25	0.00	-1,316.25	
Net Income			0.00	0.00	0.00	-1,316.25	0.00	-1,316.25	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/17/2018

Report No: 6.

Submitted By: Britney Courtier

Subject: Consider, and act upon, grant funding from the Non Metro Area Agency on Aging FY 19 contract for Direct Purchase of Services for senior programs. (*Veronica Ortega, Community Services Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: The fiscal impact is to accept the increase in State funding for congregate, home-delivered meals, transportation, and physical fitness programs. Total increase in funding is \$116,130.68 which includes Federal funding for a new evidence-based fitness program. A budget revision has been submitted.

Recommendation: Approve the grant funding.

Background: The Alamo Senior Center receives funding for the congregate meal setting, Meals on Wheels, homemaker program, transportation, and physical fitness through the Non Metro Area Agency on Aging.

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

**DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT**

City of Alamogordo hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2018, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

The Agency's Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. Services. The Vendor agrees to provide service(s) to eligible clients as identified in accordance with the Direct Purchase of Service vendor application or Service Delivery Plan, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

- Congregate Meals
- Home Delivered Meals
- Homemaker/Housekeeping
- Adult Day Care
- Respite
- Transportation
- Assisted Transportation
- Other Health Promotion Activities (Non IIID)
 - Health Education/Training
 - Health Screening
 - Health Physical Fitness/Exercise
 - Chore Services
 - Case Management
- IIID Evidenced-Based
 - EB-Enhance Fitness
 - EB- Manage Your Chronic Disease (My CD)
 - EB-A Matter of Balance
 - EB-Tai Chi
- IIIE Family Caregiver Support Program

Service Definitions:

Congregate Meals – A hot or other appropriate meal, served to an eligible person, which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting five (5) or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient to sustain independent living in a safe and healthful environment five (5) or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

Homemaker/Housekeeping – Assistance with meal preparation, shopping, managing money, making telephone calls, light housework, doing errands and/or providing occasional transportation.

Adult Day Care – A supervised, protective, congregate setting in which social services, recreational activities, meals, personal care, rehabilitative therapies and/or nursing care are provided to dependent adults. Facility must be licensed by the State of New Mexico.

Respite – Temporary, substitute supports or living arrangements for care recipients, which provide a brief period of relief or rest for caregivers. This may be provided in the client's home environment, a congregate or residential setting (e.g., hospital, nursing home, and adult day center) to dependent older adults who need supervision.

Transportation – Taking an older person from one location to another. This does not include any other activity. Demand/Response –transportation designed to carry older persons from specific origin to specific destination upon request.

Assisted Transportation – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using regular vehicular transportation. The "trip" includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting vehicle to the destination, such as the doctor's office staying with the older individual at the point of destination; and the reverse for a return trip.

Other Health Promotion Activities (Non IIID)– This includes health fairs, physical fitness activities conducted by an exercise professional, (i.e. Aerobics' Instructor), medication management that is inclusive of monitoring, screening and education to prevent incorrect medication usage and adverse drug reaction. Home safety/accident prevention that involves a home assessment, assistive devices, accident prevention training, assistance with modifications to prevent accidents/facilitate mobility, and/or follow-up services to determine effectiveness of modifications/assistive devices.

Health Education/Training – Formal or informal opportunities for individuals to acquire knowledge or experience, increase awareness, promote personal or community enrichment and/or increase or gain skills.

Health Screening – Pre-nursing home admission screening and/or routine health screening.

Physical Fitness/Exercise – Individual or group exercise activities (with or without equipment), such as walking, running, swimming, sports and/or Senior Olympics physical conditioning/training.

Title IIID Evidence Based – US Congressional Authorizing Legislation: Section 361 of the Older Americans Act (OAA) of 1965, as amended, now requires that Title IIID funds will only be able to be used on health promotion programs that meet the highest level criteria. .

Highest-level Criteria – 1) Meets minimal and intermediate criteria; 2) Undergone experimental or quasi-experimental design; 3) Full translation has occurred in community site; and 4) Dissemination products have been developed and are available to the public.

Or

Existing evidence-based programs currently offered in New Mexico include:

Enhance Fitness- a low-cost, evidence based group exercise program, helps older adults at all levels of fitness become more active, energized, and empowered to sustain independent lives.

A Matter of Balance- View falls as controllable, set goals for increasing activity, make changes to reduce fall risk at home, exercise to increase strength

Manage Your Chronic Disease (My CD)- Designed to help people gain self-confidence in their ability to manage the symptoms their Chronic Disease and how they affect their lives.

Tomando Control de su Salud (Spanish-language Manage Your Chronic Disease)

Chore – Assistance with heavy housework, yard work or sidewalk maintenance at a person's place of residence.

Case Management - Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required. Note: This is an ongoing

process including assessing needs of a client and effectively planning, arranging, coordinating and follow-up services which most appropriately meet the identified needs as mutually defined by the client, staff, and where appropriate, a family member(s) or other caregiver(s).

IIIE Family Caregiver Support Program - Services for family caregivers and grandparent caregivers. The following are the allowable service categories:

Information Services - Information about available services (e.g. public education, participation at health fairs, etc);

Access Assistance - Assistance to caregivers in gaining access to services which is considered one-on-one contact (e.g., information and assistance, care coordination, case management);

Counseling - Individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their responsibilities (e.g. advice, guidance, and instruction to caregivers on an individual or group basis);

Respite Care - Enable caregivers to be temporarily relieved from their care- giving responsibilities. See above for complete definition.

Supplemental Services – Services provided on a limited basis, to compliment the care provided by caregivers. No more than 20 percent of the federal funding can be dedicated to supplemental services. Examples of supplemental services include: home safety audits, home modification, assistive technologies, emergency alarm response systems, home delivered meals, medical transportation and incontinent and other caregiving supplies. Services must be on a temporary basis.

Unit Measurements

Congregate Meal:	One Meal
Home Delivered Meal:	One Meal
Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care (Includes IIIE)	One Hour
Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
IIID Evidence Based (Title IIID)	
Enhance Fitness	participant hour
My CD	participant hour
A Matter of Balance	participant hour
Tai Chi	participant hour
Health Promotion (Non-IIID)	

Health Education/Training	One Hour
Health Screening	One Hour
Physical Fitness/Exercise	One Session per Participant
Chore	One Hour
Case Management	One Hour
IIIE Access Assistance	One Contact
IIIE Counseling	One Session per Participant
IIIE Information Services	One Activity
IIIE Supplemental Services	One Distribution Event

Service Area: City of Alamogordo

Targeting: Services are designed to identify eligible clients, with an emphasis on high risk clients and serving older individuals with the greatest economic and social need, low income minorities and those residing in rural areas, as identified in the Older Americans Act.

B. Payment for Services. For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$ 440370.68**. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. **\$ 27375.96** from Title III-B of the OAA;
2. **\$ 49885.2** from Title III-C1 of the OAA;
3. **\$ 15929.3** from Title III-C2 of the OAA;
4. **\$ 25556.18** from Title III-D of the OAA;
5. **\$ 0** from Title III-E of the OAA; and
6. **\$ 321624.04** from the NMGAA-State/HB-2

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons Served
Congregate Meals	\$ 13.2441	\$ 3.5879	41000	1300
Home Delivered Meals	\$ 16.0987	\$4.0054	34950	330
Transportation	\$ 17.7258	\$ 6.4322	12500	150
Assisted Transportation	\$ 0	\$ 0	0	0
Case Management	\$ 0	\$ 0	0	0
Adult Day Care	\$ 0	\$ 0	0	0
Chore Services	\$ 0	\$ 0	0	0
Homemaker/Housekeeping	\$ 83.8998	\$ 15.2461	825	25
Physical Fitness/ Exercise/HealthScreening	\$ 8.4824	\$ 3.0213	11500	230
EB-Health Education Training	\$ 42.5936	\$ 42.5936	600	10
NFCSP – Family Caregivers: Elderly				
CG – Respite Care In-Home	\$ 0	\$ 0	0	0
CG – Respite Elder Respite - Adult Day Care	\$ 0	\$ 0	0	0
CG – Respite Elder Care - Vouchers	\$ 0	\$ 0	0	0
CG - Elder Respite Care -Counseling	\$ 0	\$ 0		
CG - Respite - Information Services	\$ 0	\$ 0	-	0
CG - Respite - Supplemental Services	\$ 0	\$ 0	-	0
NFCSP – Family Caregivers: Grandchildren				
GRGC Respite Vouchers	\$ 0	\$ 0	0	0
GRGC Respite In Home	\$ 0	\$ 0	-	0
GP Counselling	\$ 0	\$ 0	-	0

D. Payment for services shall be consistent with all applicable federal and state laws and regulations.

E. Payments to the Vendor will be made subsequent to receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Vendor's own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Vendor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Vendor. The Vendor agrees to hold the Agency harmless against all audit exceptions arising from the Vendor's violation and shall make restitution to the Agency of such amounts of money due to the Vendor's non-compliance.

G. The total payments for services rendered by the Agency under the terms and conditions of this Agreement shall not exceed those listed in this Agreement.

H. Payments to the vendor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Vendor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the second (5th) day of each month following the last day of the month in which services were provided. If the second (5th) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.

7. Maintain communication and correspondence concerning clients' status with the Agency.
8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
9. Submit timely and accurate information necessary for reimbursement.
 - a. All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.
 - b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15th working day of the month following the end of the quarter.
10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.

B. Through Direct Purchase of Service, the Agency agrees to:

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Allow re-negotiation of cost of services based on contingency plan, i.e. loss of local dollars.

9. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.
10. Will inform NCNMEDD Non-Metro AAA of any substantial changes in organization and/or services.

3. ASSURANCES.

A. *Americans with Disabilities Act of 1990 –*

The Vendor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*

The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*

The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*

The Vendor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*

The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

F. *Independent Audit*

The Vendor will provide a financial and compliance audit report (s) to the Agency covering the period of July 1, 2018 through June 30, 2019. The audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:

1. The Vendor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be

submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR

2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. In addition, the Vendor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type vendors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
4. Non-governmental vendors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
5. For those vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

The Vendor agrees to abide by all federal and state laws, rules, 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 Vendor agrees to assure 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, 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 Vendor is found not to be in compliance with these requirements during the life of this Agreement, Vendor agrees to take appropriate steps to correct these deficiencies.

H. *Compliance with Aging and Long-Term Services Department Functions.*

The Vendor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.*

The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2018 and terminate on June 30, 2019, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Vendor, if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its

officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement may also be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Vendor, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY VENDOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Vendor contained in this Agreement, the following constitute a breach of Vendor's obligations and duties hereunder:

1. The Vendor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Vendor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Vendor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Vendor shall be in breach of this Agreement, the Agency shall provide written notice to the Vendor specifying the facts and circumstances constituting the breach(es) and advising the Vendor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Vendor's efforts to comply with obligations remaining under this

Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all of the Vendor's records, policies, procedures, and financial records germane to the Vendor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Vendor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Vendor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Vendor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Vendor.
3. The Agency may deem the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency 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 Agency to the Vendor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Vendor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF VENDOR.

The Vendor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Vendor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Vendor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

The Vendor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE.

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

12. CONFIDENTIALITY.

Any information provided to or developed by the Vendor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Vendor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Vendor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting

the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT.

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

14. CONFLICT OF INTEREST.

The Vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Vendor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT.

This Agreement shall not be altered, changed or amended, except by instrument in writing, executed by the parties hereto.

16. 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.

17. PENALTIES.

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.

18. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement.

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

The Vendor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, 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 Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Vendor receives federal funds subject to the Single Audit Act, the Vendor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. 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.

22. INTERNAL DISPUTE MEDIATION.

The Vendor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Vendor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Vendor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Vendor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency

staff.

4. Any resolution of the matter shall be binding and final on the Vendor and the Vendor hereby agrees to be bound by said resolution.
5. Failure of the Vendor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Vendor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Vendor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Vendor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Vendor will maintain full-time Key Personnel throughout the term of this agreement.

25. 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.

26. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. 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:

AGENCY:

NCNMEDD

Attn: Marcia A. Medina

3900 Paseo Del Sol

Santa Fe, NM 87507

VENDOR:

28. INSURANCE.

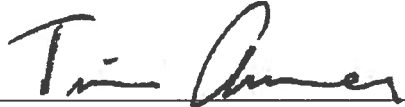
The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Vendor's employees. All policies of liability insurance that Vendor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Vendor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

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

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2018.

	<u>NCNMEDD</u>
<i>Legal Name of Vendor</i>	<u>Non-Metro Area Agency on Aging</u>
	<i>Name of Area Agency on Aging</i>
	
<i>Signature</i>	<i>Signature</i>
	<u>Tim Armer, Executive Director</u>
<i>Printed/Typed Name of Signatory</i>	<i>Printed/Typed Name of Signatory</i>
	<u>June 29, 2018</u>
<i>Date</i>	<i>Date</i>

Non-Metro AAA FY 2018-2019 DPS Contract SAM's Units Chart

Title III Programs	Service	Description	
Senior Programs NAPIS III-B	Assisted Transportation	Atsp - Other	Unregistered Eligible Consumer Group
Senior Programs NAPIS III-B	Assisted Transportation	CG- C/SG/T- CG Conference	
Family Care Giver III-E	CG- Counseling/support groups/training	CG- C/SG/T- SAVVY Training	
Family Care Giver III-E	CG- Counseling/support groups/training	CG- GPRG- respite- In Home	
Family Care Giver III-E	CG- GPRG- Respite Care	CG- GPRG- respite- In-home w/ personal care	
Family Care Giver III-E	CG- GPRG- Respite Care	CG- GPRG- respite- Vouchers	
Family Care Giver III-E	CG- GPRG- Respite Care	CG- GPRG- respite- Non-Reimbursable	Unregistered Eligible Consumer Group
Family Care Giver III-E	CG- GPRG- Respite Care	CG- respite - Adult Day Care - 108-2870	
Family Care Giver III-E	CG- Respite Care	CG- respite - In home - 108-2843	
Family Care Giver III-E	CG- Respite Care	CG- respite - Non-Reimbursable	Unregistered Eligible Consumer Group
Family Care Giver III-E	CG- Respite Care	CG- respite - Vouchers	
Senior Programs NAPIS III-B	Chore		
Senior Programs NAPIS III-B	Chore	chore - Non-Reimbursable	Unregistered Eligible Consumer Group
Senior Programs NAPIS III - C1	Congregate Meals	CM - Breakfast	Unregistered Eligible Consumer Group
Senior Programs NAPIS III - C1	Congregate Meals	CM - Lunch	
Senior Programs NAPIS III - C1	Congregate Meals	CM - Evening	
Senior Programs NAPIS III - C1	Congregate Meals	CM - Non-Reimbursable	Guest & Staff Under 60
Senior Programs NAPIS III - C1	Congregate Meals	CM - Other	Unregistered Eligible Consumer Group
Evidence Based III-D	EB - Enhanced Fitness	EB - Physical Fitness	
Evidence Based III-D	EB - Matter of Balance		
Evidence Based III-D	EB - Tai Chi		
Senior Programs NAPIS III-B	Physical Fitness	Exercise	
Senior Programs NAPIS III-B	Health Education/Training	hit- Presentations	
Senior Programs NAPIS III-B	Health Education/Training	hit- MY C.D.	
Senior Programs NAPIS III-B	Health Education/Training	hit- Health Fair	
Senior Programs NAPIS III-B	Health Screening	hs-oxygen	
Senior Programs NAPIS III-B	Health Screening	hs-blood sugar	
Senior Programs NAPIS III-B	Health Screening	hs-vision	
Senior Programs NAPIS III-B	Health Screening	hs-hearing	
Senior Programs NAPIS III-B	Health Screening	hs-blood pressure	
Senior Programs NAPIS III-B	Health Screening	hs-flu shots	
Senior Programs NAPIS III - C2	Home Delivered Meals	HD - Breakfast - 4-277	
Senior Programs NAPIS III - C2	Home Delivered Meals	HD - Lunch - 4-2194	
Senior Programs NAPIS III - C2	Home Delivered Meals	HD - Evening	
Senior Programs NAPIS III - C2	Home Delivered Meals	HD - Weekend - breakfast	
Senior Programs NAPIS III - C2	Home Delivered Meals	HD - Weekend - lunch	
Senior Programs NAPIS III - C2	Home Delivered Meals	HD - Weekend - evening	
Senior Programs NAPIS III - C2	Home Delivered Meals	HD - Non-Reimbursable	Unregistered Eligible Consumer Group
Senior Programs NAPIS III-B	Homemaker	homemaker	
Senior Programs NAPIS III-B	Homemaker	homemaker - Non-Reimbursable	Unregistered Eligible Consumer Group
Senior Programs NAPIS III-B	Transportation		
Senior Programs NAPIS III-B	Transportation	tsp - other	Unregistered Eligible Consumer Group

Proposed Change to Non Metro Standards & Policy

1. Unregistered. Consumers who have received services that have not been assessed and/or registered in SAMS must be tracked and reported monthly; whereas, the units are recorded in SAMS/Medware in the Unregistered Eligible Consumer Group. All in Home Services will have the service name (ex. H.D. Meals) and the sub-service of Non-Reimbursable.
2. In Home service deliveries recorded in the Unregistered Eligible Consumer Group that exceed 5 units will not be reimbursed.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)

GRANTEE: City of Alamogordo ADDRESS: PHONE:				APPROVED BUDGET PERIOD FROM: 7/1/2018 TO: 6/30/2019		Grant/Action New/Cont: ☒ X		NGA DATE 7/1/2018
						Revision: BAR: Other:		
DESCRIPTION		FEDERAL	STATE	LOCAL	Fundraising-Foundations	PROJ. INC.		TOTAL
Title IIIB 93.044	Access	\$ 27,375.96	\$ 53,027.04	\$ 104,088.11	\$ -	\$ 5,000.00	\$ 189,491.11	
	In-Home	\$ -	\$ 12,578.00	\$ 25,012.35	\$ -	\$ 7,000.00	\$ 44,590.35	
	Community All Other	\$ -	\$ 34,744.41	\$ 7,110.62	\$ -	\$ -	\$ 41,855.03	
	Sub Total	\$ 27,375.96	\$ 100,349.45	\$ 136,211.08	\$ -	\$ 12,000.00	\$ 275,936.49	
Title IIIC1 93.045	Meal Costs	\$ 49,885.20	\$ 97,216.85	\$ 67,548.08	\$ -	\$ 72,000.00	\$ 286,650.13	
	Sub Total	\$ 49,885.20	\$ 97,216.85	\$ 67,548.08	\$ -	\$ 72,000.00	\$ 286,650.13	
Title IIIC2 93.045	Meal Costs	\$ 15,929.30	\$ 124,057.74	\$ 182,883.72	\$ -	\$ 32,000.00	\$ 354,870.76	
	Sub Total	\$ 15,929.30	\$ 124,057.74	\$ 182,883.72	\$ -	\$ 32,000.00	\$ 354,870.76	
Title IIID 93.043	Evidence Based	\$ 25,556.18	\$ -	\$ -	\$ -	\$ -	\$ 25,556.18	
	Sub Total	\$ 25,556.18	\$ -	\$ -	\$ -	\$ -	\$ 25,556.18	
Title IIIE 93.052	Care Giver Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
DEMONSTRATION GRANT								
ALZHEIMER	Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ALL STATE OTHER		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTALS								
	Title IIIB 93.044	\$ 27,375.96	\$ 100,349.45	\$ 136,211.08	\$ -	\$ 12,000.00	\$ 275,936.49	
	Title IIIC1 93.045	\$ 49,885.20	\$ 97,216.85	\$ 67,548.08	\$ -	\$ 72,000.00	\$ 286,650.13	
	Title IIIC2 93.045	\$ 15,929.30	\$ 124,057.74	\$ 182,883.72	\$ -	\$ 32,000.00	\$ 354,870.76	
	Title IIID 93.043	\$ 25,556.18	\$ -	\$ -	\$ -	\$ -	\$ 25,556.18	
	Title IIIE 93.052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	All State Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL		\$ 118,746.64	\$ 321,624.04	\$ 386,642.88	\$ -	\$ 116,000.00	\$ 943,013.56	
COMPUTATION OF GRANT		8. Federal/State Shares will be comprised of:						
1. Estimated Total Cost.....	\$ 943,013.56	a. Federal/State		FY 20 __	Federal			
2. LESS Anticipated Proj. Inc.	\$ 116,000.00	grant unearned			State			
3. Estimated Net Cost.....	\$ 827,013.56	in previous project year(s)						
4. Non-federal and Non-state Share of Net Cost.....		b. Carry Over		FY 20 __	Federal			
5. Proj. Inc. (Used as Match).....	\$ 116,000.00				State			
6. Federal Share of Net Cost.....	\$ 118,746.64							
7. State Share of Net Cost....	\$ 321,624.04	c. New Obligational		FY-	Federal	\$ 118,746.64		
		Authority Herein Awarded			State	\$ 321,624.04		

NOTIFICATION OF GRANT AWARD

REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant:

- ☒ 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
- ☒ 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
- ☒ 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share and the state share will meet the percentages indicated on Page 1 of the NGA.
- ☒ 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
- ☒ 5. Funds herein awarded will remain available during the length of the project period; however, state and/or federal funds are dependent upon availability.
- ☒ 6. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approved units are not being met which must be approved by the NCNMEDD Area Agency on Aging.

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

- 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
- 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
- 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
- 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
- 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
- 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.
- 9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of NCNMEDD Non-Metro Area Agency on Aging Authorizing Official:

Tim Armer
Executive Director

6/28/18
Date

We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.

Date:

Date:

Non-Metro Area Agency on Aging
Summary of Budgeted Revenues (SBR)
Fiscal Year: 07/01/2018-06/30/2019
Date: 7/1/2018

Contractor: City of Alamojordo

Funding Sources	Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Case Mgmt.	Adult Day Care	Chore	Homemaker	Physical Fitness/Exercise/Health Screening	EB-Health Education Training	Elder Respite - In Home	Elder Respite - Adult Day Care	Elder Respite - Vouchers	GRGC Respite Vouchers	GRGC Respite In Home	GP Counseling	Elder Respite Care - Counseling	Respite - Information Services	Respite - Supplemental Services	TOTAL
Federal Title IIB																				\$ 27,325.98
Federal Title IIC1	\$ 40,885.20																			\$ 40,885.20
Federal Title IIC2		\$ 15,929.30																		\$ 15,929.30
Federal Title IID																				\$ 25,550.18
Federal Title IIE																				\$ -
NSIP																				\$ -
State	\$ 97,216.85	\$ 124,057.74	\$ 53,027.04					\$ 12,578.00	\$ 34,744.41											\$ -
Local Cash (City/County/Town)	\$ 67,548.08	\$ 182,883.72	\$ 104,088.11					\$ 25,012.35	\$ 7,110.82											\$ 321,624.04
Fundraising																				\$ -
Other Grants/Donations																				\$ -
State Funded Senior Empl. Prog																				\$ -
In-Kind	\$ 258,559.80	\$ 207,779.00	\$ 32,082.00					\$ 24,827.00	\$ 55,683.00											\$ -
Program Income:																				\$ -
Transportation																				\$ -
Housing/Support																				\$ -
Adult Day Care																				\$ -
Congregate Meals Donations	\$ 72,000.00																			\$ 72,000.00
Home Delivered Donations		\$ 32,000.00																		\$ 32,000.00
Other (Specify)																				\$ -
TOTAL	\$ 72,653.80	\$ 37,659.60	\$ 5,000.00					\$ 7,000.00	\$ 97,548.03	\$ 25,550.18										\$ 116,605.60
Projected Units	\$ 543,009.83	\$ 562,848.78	\$ 221,573.11					\$ 69,217.35	\$ 83,898.42	\$ 42,593.83										\$ -
Total Cost of Services (CoS)	\$ 13,244.1	\$ 16,087.7	\$ 17,725.8					\$ 83,898.42	\$ 8,424.4	\$ 42,593.83										\$ -
Total Cost of Services w/o In-Kind	\$ 8,991.5	\$ 10,157.7	\$ 15,193.3					\$ 54,489.1	\$ 3,839.7	\$ 42,593.83										\$ -
Total CoS w/o In-Kind/NSIP	\$ 8,991.5	\$ 10,157.7	\$ 15,193.3					\$ 54,489.1	\$ 3,839.7	\$ 42,593.83										\$ -
Federal IIB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Federal IIC1	8.18%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Federal IIC2	2.831%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Federal IID	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Federal IIE	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Federal NSIP	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
State	17.80%	22.68%	23.83%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Local Cash (City/County/Town)	12.44%	32.54%	46.87%	0.000%	0.000%	0.000%	0.000%	18.17%	56.81%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Program Income	13.75%	5.87%	2.25%	0.000%	0.000%	0.000%	0.000%	10.13%	7.60%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Fundraising	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
State Funded Senior Empl. Prog	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
In-Kind	47.21%	38.00%	14.00%	0.000%	0.000%	0.000%	0.000%	35.59%	17.00%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Total of %	100.00%	100.00%	100.00%	0.000%	0.000%	0.000%	0.000%	100.00%	100.00%	100.00%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
OAA Title II Contract Cost (Fixed)																				
Federal IIB	\$ -	\$ -	\$ 2,189.1																	\$ -
Federal IIC1	\$ 1,218.7	\$ -																		\$ -
Federal IIC2	\$ -	\$ 0.556																		\$ -
Federal IID	\$ -	\$ -																		\$ -
Federal IIE	\$ -	\$ -																		\$ -
State	\$ 2,371.1	\$ 3,548.8	\$ 4,222.2					\$ 15,246.1	\$ 3,021.3											\$ -
Total Federal & State	\$ 3,497.85	\$ 4,065.35	\$ 8,432.4					\$ 15,246.1	\$ 3,021.3	\$ 42,593.83										\$ -

Under Cap Rate Under Cap Rate Under Cap Rate

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/16/2018

Report No: 7.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, granting Allsup's #95 Application No. 1086902 a Transfer of Ownership of Liquor License No. 0283, located at 822 N. Scenic Drive Alamogordo, NM 88310. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Application No.1086902.

Background: The Alcohol and Gaming Division of the NM Regulation and Licensing Department has given this application preliminary approval. In accordance with Section 60-6B-4 NMSA of the Liquor Control Act, the Division must refer the application to the Governing Body for approval or disapproval. This public hearing is for the purpose of considering the application. A Notice of Public Hearing was published in the Alamogordo Daily News on Sunday, June 17, 2018 and July 15, 2018. These publications meet the State regulations of publishing a notice twice prior to the hearing.

The applicant, Allsup's #95 Application No. 1086902 is seeking a Transfer of Ownership of Liquor License No. 0283, located at 822 N. Scenic Drive Alamogordo, NM 88310. The applicant currently owns this license at this location but has had a change to the stockholders (ownership) of the company.



Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

Pat McMurray
DEPUTY
SUPERINTENDENT

Claudia Armijo
DEPUTY GENERAL
COUNSEL

Debra Lopez
DEPUTY DIRECTOR

New Mexico Regulation and Licensing Department ALCOHOL AND GAMING DIVISION

Toney Anaya Building • 2550 Cerrillos Road • Santa Fe, New Mexico 87504
P.O. Box 25101 • Santa Fe, New Mexico 87504-5101
(505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/alcoholandgaming

June 4, 2018

Certified Mail No.: 7018 0680 0001 6409 9962

City of Alamogordo
Rachel Hughs, City Clerk
1376 E. Ninth St.
Alamogordo, NM 88310

Re: Lic. No. /Appl. No.: License No. 0283 / Application No. 1086902
Name of Applicant: Allsup's Convenience Stores, Inc.
Doing Business As: Allsup's #95
Proposed Location: 822 N. Scenic Drive
Alamogordo, New Mexico 88310

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 0283. THE APPLICANT CURRENTLY OWNS THIS LICENSE AT THIS LOCATION BUT HAS HAD A CHANGE TO THE STOCKHOLDERS (OWNERSHIP) OF THE COMPANY.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Sincerely,



Rose L. Garcia
Hearing Officer
NM Regulation & Licensing Dept.
Alcohol & Gaming Division
Phone: 505-476-4552
Fax: 505-476-4595
Email: rosel.garcia@state.nm.us

Enclosures:

1. Original Page 1 of the Application **(must be signed and returned).**
2. Copy of Page 2 of the Application (only for a new applicant or a transfer of location).
3. Copy of Zoning Statement (only for a new applicant or a transfer of location).



New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

RECEIVED
AGD Stamp

MAR 13 2018

2059072

ALCOHOL & GAMING DIVISION

AGD USE ONLY: Payment Application Fee \$ 10- Received on: 3-14-18 Receipt No. _____
Application Number: 1086902 Local Option District: _____

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

License No. 0283

Type of License: Dispenser

Check appropriate boxes:

Application is for: ☒ Transfer of Ownership ☐ Transfer of Ownership and Location ☐ Transfer of Location Only

Record Owner of Existing License: Allsup's Convenience Stores, Inc.

Current D/B/A Name: Allsup's #95

Current Premises Address: 822 N. Scenic Drive

Current LOD: Alamogordo Is License moving out of Local Option District? ☐ Yes ☒ No

APPLICANT IS: ☐ Individual ☐ Limited Liability Company ☒ Corporation ☐ Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip) _____

Allsup's Convenience Stores, Inc

PO Box 1907 Clovis, New Mexico 88102-1907

D/B/A Name to be used: Allsup's #95 Business Phone #: 575-434-3499

Email Address (required): accsinc@allsup.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

822 N Scenic Drive

Alamogordo, NM 88310 County of: Otero

Mailing Address: PO Box 1907 Clovis, New Mexico 88102-1907

Are alcoholic beverages currently being dispensed at the proposed location? ☒ Yes ☐ No If Yes, License # / Type: 0283

Agent/Contact Person: Linda Alkin Phone#: 505-982-6224 Email: lla@cybermesa.com

I, (print name) Teddy Hartley, as (title) Vice President

being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Sign before a Notary Public:

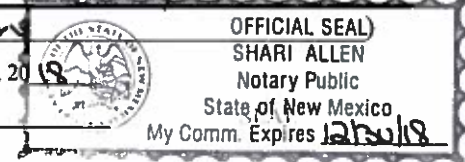
Signature of Applicant: Teddy Hartley Date: 3/9/18

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Curry)

SUBSCRIBED AND SWORN TO before me this 9 day of March, 20 18

By: Teddy Hartley Notary Public: Shari Allen

My Commission Expires: 12/30/18



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____



City of Alamogordo

OFFICE OF THE CITY CLERK

1376 E. NINTH STREET • ALAMOGORDO, NEW MEXICO 88310-5838 • (575) 439-4205 FAX (575) 439-4396

June 25, 2018

VIA CERTIFIED MAIL

Allsup's Convenience Stores, Inc. DBA Allsup's #95
PO Box 1907
Clovis, NM 88102-1907

Re: Application No. 1086902 a Transfer of Ownership of Liquor License No. 0283, located at 822 N. Scenic Drive Alamogordo, NM 88310

Mr. Teddy Hartley,

The City of Alamogordo will hold a Public Hearing on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant **Allsup's #95 Application No. 1086902 a Transfer of Ownership of Liquor License No. 0283, located at 822 N. Scenic Drive Alamogordo, NM 88310. The applicant currently owns this license at this location but has had a change to the stockholders (ownership) of the company.**

The Public Hearing will be on July 24, 2018 at 6:30 pm at the Commission Chambers during the regular Commission meeting, located at City Hall, 1376 E. Ninth Street in Alamogordo, New Mexico, 88310.

If you have any questions, please contact me at (575) 439-4205.

Sincerely,

Rachel Hughes,
City Clerk

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Allsup's Convenience Stores
Inc DBA Allsup's #95
PO Box 1907
Clovis, NM 88102-1907*

2. Article Number

(Transfer from service label)

7006 3450 0001 8876 6175

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

PO Box 1907

3. Service Type

☒ Certified Mail

☐ Registered

☐ Insured Mail

☐ Express Mail

☐ Return Receipt for Merchandise

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service
CERTIFIED MAIL[®] RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 3.92
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To
*Allsup's Convenience Stores Inc, DBA
Allsup's #95*
Street, Apt. No.,
or PO Box No. *PO Box 1907*
City, State, ZIP+4
Clovis, NM 88102-1907
PS Form 3800 August 2005 See Reverse for Instructions



City Clerk

City of Alamogordo

1376 E. NINTH STREET

ALAMOGORDO, NEW MEXICO 88310-5938

CERTIFIED MAIL[®]



7006 3450 0001 8876 6175

Haster

06/26/2018

US POSTAGE

\$003.92



ZIP 88310

011E11672725

FIRST-CLASS MAIL

Allsup's Convenience Stores, Inc. DBA Allsup's

#95

PO Box 1907

Clovis, NM 88102-1907

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Alamogordo City Commission will hold a **PUBLIC HEARING** on **Tuesday, July 24, 2018** at 6:30 p.m. in the Commission Chambers of the Alamogordo City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico, on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant Alsup's #95 Application No. 1086902 a Transfer of Ownership of Liquor License No. 0283, located at 822 N. Scenic Drive Alamogordo, NM 88310. The applicant currently owns this license at this location but has had a change to the stockholders (ownership) of the company.

Inquiries regarding this Public Hearing should be directed to the City Clerk's Office at City Hall.

Date: 6/14/2017
City of Alamogordo, New Mexico
By: Rachel Hughs, City Clerk

Pub: June 17 and July 15 2018 #1251155

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Alamogordo City Commission will hold a **PUBLIC HEARING** on **Tuesday, July 24, 2018** at **6:30 p.m.** in the Commission Chambers of the Alamogordo City Hall located at **1376 E. Ninth Street, Alamogordo, New Mexico**, on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant Allsup's #95 Application No. **1086902** a Transfer of Ownership of Liquor License No. **0283**, located at **822 N. Scenic Drive Alamogordo, NM 88310**. The applicant currently owns this license at this location but has had a change to the stockholders (ownership) of the company.

Inquiries regarding this Public Hearing should be directed to the City Clerk's Office at City Hall.

Date: **6/14/2017**
City of Alamogordo, New Mexico
By: **Rachel Hughes, City Clerk**

Pub: **June 17 and July 15 2018 #1251155**

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/16/2018

Report No: 8.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, granting Allsup's #177 Application No.1086961 a Transfer of Ownership of Liquor License No. 0910, located at 2201 N. White Sands Blvd Alamogordo, NM 88310. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Application No.1086961.

Background: The Alcohol and Gaming Division of the NM Regulation and Licensing Department has given this application preliminary approval. In accordance with Section 60-6B-4 NMSA of the Liquor Control Act, the Division must refer the application to the Governing Body for approval or disapproval. This public hearing is for the purpose of considering the application. A Notice of Public Hearing was published in the Alamogordo Daily News on Sunday, June 17, 2018 and July 15, 2018. These publications meet the State regulations of publishing a notice twice prior to the hearing.

The applicant, Allsup's #177 Application No.1086961 is seeking a Transfer of Ownership of Liquor License No. 0910, located at 2201 N. White Sands Blvd Alamogordo, NM 88310. The applicant currently owns this license at this location but has had a change to the stockholders (ownership) of the company.



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

Toney Anaya Building • 2550 Cerrillos Road • Santa Fe, New Mexico 87504
P.O. Box 25101 • Santa Fe, New Mexico 87504-5101
(505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/alcoholandgaming

June 4, 2018

Certified Mail No.: 7018 0680 0001 6409 9979

City of Alamogordo
Rachel Hughs, City Clerk
1376 E. Ninth St.
Alamogordo, NM 88310

Re: Lic. No. /Appl. No.: License No. 0910 / Application No. 1086961
Name of Applicant: Allsup's Convenience Stores, Inc.
Doing Business As: Allsup's #177
Proposed Location: 2201 N. White Sands
Alamogordo, New Mexico 88310

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

Pat McMurray
DEPUTY
SUPERINTENDENT

Claudia Armijo
DEPUTY GENERAL
COUNSEL

Debra Lopez
DEPUTY DIRECTOR

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

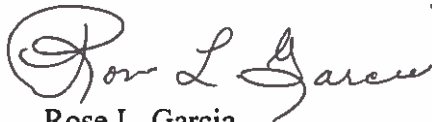
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 0910. THE APPLICANT CURRENTLY OWNS THIS LICENSE AT THIS LOCATION BUT HAS HAD A CHANGE TO THE STOCKHOLDERS (OWNERSHIP) OF THE COMPANY.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Sincerely,



Rose L. Garcia
Hearing Officer
NM Regulation & Licensing Dept.
Alcohol & Gaming Division
Phone: 505-476-4552
Fax: 505-476-4595
Email: rosel.garcia@state.nm.us

Enclosures:

1. Original Page 1 of the Application **(must be signed and returned).**
2. Copy of Page 2 of the Application (only for a new applicant or a transfer of location).
3. Copy of Zoning Statement (only for a new applicant or a transfer of location).

**RECEIVED**

AGD Stamp

MAR 13 2018

Revised 5/16

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

ALCOHOL & GAMING DIVISION

AGD USE ONLY: Payment| Application Fee \$ 10- Received on: 3-14-18 Receipt No. 2059078Application Number: 1086961 Local Option District: _____**TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION**

\$200.00 Application Fee, non-refundable.

License No. 0910 Type of License: Dispenser

Check appropriate boxes:

Application is for: ☒ Transfer of Ownership ☐ Transfer of Ownership and Location ☐ Transfer of Location OnlyRecord Owner of Existing License: Allsup's Convenience Stores, Inc.Current D/B/A Name: Allsup's #177Current Premises Address: 2201 N White SandsCurrent LOD: Alamogordo Is License moving out of Local Option District? ☐ Yes ☒ NoAPPLICANT IS: ☐ Individual ☐ Limited Liability Company ☒ Corporation ☐ Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip)

Allsup's Convenience Stores, IncPO Box 1907 Clovis, New Mexico 88102-1907D/B/A Name to be used: Allsup's #177 Business Phone #: 575-437-1440Email Address (required): acsinc@allsups.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

2201 N White SandsAlamogordo, NM 88310 County of: OteroMailing Address: PO Box 1907 Clovis, New Mexico 88102-1907Are alcoholic beverages currently being dispensed at the proposed location? ☒ Yes ☐ No If Yes, License # / Type: 0910Agent/Contact Person: Linda Aikin Phone#: 505-982-6224 Email: lla@cybermesa.comI, (print name) Teddy Hartley, as (title) Vice President

being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Sign before a Notary Public:

Signature of Applicant: Teddy Hartley Date: 3/9/18NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Curry)SUBSCRIBED AND SWORN TO before me this 9 day of March, 2018By: Teddy Hartley Notary Public: Shari AllenMy Commission Expires: 12/31/18OFFICIAL SEAL
SHARI ALLEN
Notary Public
State of New Mexico
My Comm. Expires 12/31/18

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____



City of Alamogordo

OFFICE OF THE CITY CLERK

1376 E. NINTH STREET • ALAMOGORDO, NEW MEXICO 88310-5838 • (575) 439-4205 FAX (575) 439-4396

June 25, 2018

VIA CERTIFIED MAIL

Allsup's Convenience Stores, Inc. DBA Allsup's #177
PO Box 1907
Clovis, NM 88102-1907

Re: Application No. 1086961 a Transfer of Ownership of Liquor License No. 0910, located at 2201 N. White Sands Alamogordo, NM 88310

Mr. Teddy Hartley,

The City of Alamogordo will hold a Public Hearing on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant **Allsup's #177 Application No. 1086961 a Transfer of Ownership of Liquor License No. 0910, located at 2201 N. White Sands Alamogordo, NM 88310. The applicant currently owns this license at this location but has had a change to the stockholders (ownership) of the company.**

The Public Hearing will be on July 24, 2018 at 6:30 pm at the Commission Chambers during the regular Commission meeting, located at City Hall, 1376 E. Ninth Street in Alamogordo, New Mexico, 88310.

If you have any questions, please contact me at (575) 439-4205.

Sincerely,

Rachel Hughes,
City Clerk

7006 3450 0001 8876 6182

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 3.92
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To
Allsup's Convenience Stores, Inc DBA Allsup's
 Street, Apt. No.,
 or PO Box No. **PO Box 1907**
 City, State, ZIP+4
Clovis NM 88102-1907

PS Form 3800, August 2006

See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

A. Signature **X**

B. Received by (Printed Name) **MIN 29 2018**

C. Date of Delivery **MIN 29 2018**

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

1. Article Addressed to:

Allsup's Convenience Stores, Inc
DBA Allsup's #177
PO Box 1907
Clovis, NM 88102-1907

3. Service Type

☒ Certified Mail
☐ Registered
☐ Insured Mail
☐ Express Mail
☒ Return Receipt for Merchandise
☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number

(Transfer from service label)

7006 3450 0001 8876 6182

PS Form 3811, February 2004

Domestic Return Receipt

102585-02-M-1540

CERTIFIED MAIL™



7006 3450 0001 8876 6182

Hasler

06/26/2018

US POSTAGE

\$003.92



ZIP 88310
011E11672725



City Clerk

City of Alamogordo

1376 E. NINTH STREET
 ALAMOGORDO, NEW MEXICO 88310-5938

Allsup's Convenience Stores, Inc. DBA Allsup's
 #177
 PO Box 1907
 Clovis, NM 88102-1907

Legal Notices 152

Legal Notices 152

Legal Notices 152

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Alamogordo City Commission will hold a PUBLIC HEARING on Tuesday, July 24, 2018 at 6:30 p.m. in the Commission Chambers of the Alamogordo City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico, on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant Allsup's #177 Application No. 1086961 a Transfer of Ownership of Liquor License No. 0910, located at 2201 N. White Sands Blvd Alamogordo, NM 88310. The applicant currently owns this license at this location but has had a change to the stockholders (ownership) of the company.

Inquiries regarding this Public Hearing should be directed to the City Clerk's Office at City Hall.

Date: 6/14/2017
City of Alamogordo, New Mexico
By: Rachel Hughs, City Clerk

Pub: June 17 and July 15 2018 #1251157

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Alamogordo City Commission will hold a PUBLIC HEARING on Tuesday, July 24, 2018 at 6:30 p.m. in the Commission Chambers of the Alamogordo City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico, on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant Allsup's #177 Application No.1086961 a Transfer of Ownership of Liquor License No. 0910, located at 2201 N. White Sands Blvd Alamogordo, NM 88310. The applicant currently owns this license at this location but has had a change to the stockholders (ownership) of the company.

Inquiries regarding this Public Hearing should be directed to the City Clerk's Office at City Hall.

Date: 6/14/2017
City of Alamogordo, New Mexico
By: Rachel Hughs, City Clerk

Pub: June 17 and July 15 2018 #1251157

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/20/2018

Report No: 9.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, granting Allsup's #338 Application No.984159 a Transfer of Ownership of Liquor License No. 0119, located at 100 N. White Sands Blvd, NM 88310. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Application No.984159.

Background: The Alcohol and Gaming Division of the NM Regulation and Licensing Department has given this application preliminary approval. In accordance with Section 60-6B-4 NMSA of the Liquor Control Act, the Division must refer the application to the Governing Body for approval or disapproval. This public hearing is for the purpose of considering the application. A Notice of Public Hearing was published in the Alamogordo Daily News on Sunday, June 17, 2018 and July 15, 2018. These publications meet the State regulations of publishing a notice twice prior to the hearing.

The applicant, Allsup's #338 Application No.984159 is seeking a Transfer of Ownership of Liquor License No. 0119, located at 100 N. White Sands Blvd, NM 88310. The applicant currently owns this license at this location but has had a change to the stockholders (ownership) of the company.



Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

Pat McMurray
DEPUTY
SUPERINTENDENT

Claudia Armijo
DEPUTY GENERAL
COUNSEL

Debra Lopez
DEPUTY DIRECTOR

New Mexico Regulation and Licensing Department ALCOHOL AND GAMING DIVISION

Toney Anaya Building • 2550 Cerrillos Road • Santa Fe, New Mexico 87504
P.O. Box 25101 • Santa Fe, New Mexico 87504-5101
(505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/alcoholandgaming

June 4, 2018

Certified Mail No.: 7018 0680 0001 6409 9955

City of Alamogordo
Rachel Hughs, City Clerk
1376 E. Ninth St.
Alamogordo, NM 88310

Re: Lic. No. /Appl. No.: License No. 0119 / Application No. 984159
Name of Applicant: Allsup's Convenience Stores, Inc.
Doing Business As: Allsup's #338
Proposed Location: 100 N. White Sands
Alamogordo, New Mexico 88310

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

In addition, if the Local Option District has a website, the Notice shall also be published on the website.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 0119. THE APPLICANT CURRENTLY OWNS THIS LICENSE AT THIS LOCATION BUT HAS HAD A CHANGE TO THE STOCKHOLDERS (OWNERSHIP) OF THE COMPANY.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Sincerely,



Rose L. Garcia
Hearing Officer
NM Regulation & Licensing Dept.
Alcohol & Gaming Division
Phone: 505-476-4552
Fax: 505-476-4595
Email: rosel.garcia@state.nm.us

Enclosures:

1. Original Page 1 of the Application (**must be signed and returned**).
2. Copy of Page 2 of the Application (only for a new applicant or a transfer of location).
3. Copy of Zoning Statement (only for a new applicant or a transfer of location).

**RECEIVED****MAR 13 2018**

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division

Page 1

Revised 5/16

PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4395

ALCOHOL & GAMING DIVISIONAGD USE ONLY: Payment| Application Fee \$ 10- Received on: 3-14-18 Receipt No. 2059072Application Number: 984159 Local Option District: _____**TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION**

\$200.00 Application Fee, non-refundable.

License No. 0119 Type of License: Dispenser

Check appropriate boxes:

Application is for: ☒ Transfer of Ownership ☐ Transfer of Ownership and Location ☐ Transfer of Location OnlyRecord Owner of Existing License: Allsup's Convenience Stores, Inc.Current D/B/A Name: Allsup's #338Current Premises Address: 100 N White SandsCurrent LOD: Alamogordo Is License moving out of Local Option District? ☐ Yes ☒ NoAPPLICANT IS: ☐ Individual ☐ Limited Liability Company ☒ Corporation ☐ Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip) _____

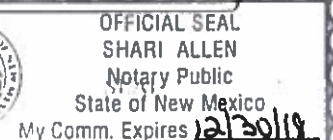
Allsup's Convenience Stores, IncPO Box 1907 Clovis, New Mexico 88102-1907D/B/A Name to be used: Allsup's #338 Business Phone #: 575-437-9309Email Address (required): acsinc@allsup.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

100 N White SandsAlamogordo, NM 88310 County of: OteroMailing Address: PO Box 1907 Clovis, New Mexico 88102-1907Are alcoholic beverages currently being dispensed at the proposed location? ☒ Yes ☐ No If Yes, License # / Type: 0119Agent/Contact Person: Linda Alkin Phone#: 505-982-6224 Email: lla@cybermesa.comI, (print name) Teddy Hartley, as (title) Vice President

being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Sign before a Notary Public:

Signature of Applicant: Teddy Hartley Date: 3/9/18NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Curry)SUBSCRIBED AND SWORN TO before me this 9 day of March, 2018By: Teddy Hartley Notary Public: Shari AllenMy Commission Expires: 12/30/18

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____



City of Alamogordo

OFFICE OF THE CITY CLERK

1376 E. NINTH STREET • ALAMOGORDO, NEW MEXICO 88310-5838 • (575) 439-4205 FAX (575) 439-4396

June 25, 2018

VIA CERTIFIED MAIL

Allsup's Convenience Stores, Inc. DBA Allsup's #338
PO Box 1907
Clovis, NM 88102-1907

Re: Application No. 984159 a Transfer of Ownership of Liquor License No. 0119, located at 100 N. White Sands Alamogordo, NM 88310

Mr. Teddy Hartley,

The City of Alamogordo will hold a Public Hearing on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant **Allsup's #338 Application No. 984159 a Transfer of Ownership of Liquor License No. 0119, located at 100 N. White Sands Alamogordo, NM 88310**. The applicant currently owns this license at this location but has had a change to the stockholders (ownership) of the company.

The Public Hearing will be on July 24, 2018 at 6:30 pm at the Commission Chambers during the regular Commission meeting, located at City Hall, 1376 E. Ninth Street in Alamogordo, New Mexico, 88310.

If you have any questions, please contact me at (575) 439-4205.

Sincerely,

Rachel Hughs,
City Clerk

7006 3450 0001 8876 6199

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 3.92	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To

Allsup's Convenience Stores, Inc. DBA Allsup's

PO Box 1907

Clovis, NM 88102-1907

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Allsup's Convenience Stores, Inc.
DBA Allsup's #338
PO Box 1907
Clovis, NM 88102-1907

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Signature]

B. Received by (Printed Name)
[Signature]

C. Date of Delivery
JUN 29 2018

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number
(Transfer from service label)

7006 3450 0001 8876 6199

PS Form 3811, February 2004

CERTIFIED MAIL™

Haster
06/26/2018
US POSTAGE \$003.92
ZIP 88310
011E11672725

City Clerk
City of Alamogordo
1376 E. NINTH STREET
ALAMOGORDO, NEW MEXICO 88310-5938

7006 3450 0001 8876 6199

Allsup's Convenience Stores, Inc. DBA Allsup's
#338
PO Box 1907
Clovis, NM 88102-1907

Legal Notices 152

Legal Notices 152

Legal Notices 152

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Alamogordo City Commission will hold a PUBLIC HEARING on Tuesday, July 24, 2018 at 6:30 p.m. in the Commission Chambers of the Alamogordo City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico, on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant Allsup's #338 Application No.984159 a Transfer of Ownership of Liquor License No. 0119, located at 100 N. White Sands Blvd, NM 88310. The applicant currently owns this license at this location but has had a change to the stockholders (ownership) of the company.

Inquiries regarding this Public Hearing should be directed to the City Clerk's Office at City Hall.

Date: 6/14/2017
City of Alamogordo, New Mexico
By: Rachel Hughs, City Clerk

Pub: June 17 and July 15 2018 #1251161

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Alamogordo City Commission will hold a **PUBLIC HEARING** on **Tuesday, July 24, 2018** at **6:30 p.m.** in the Commission Chambers of the Alamogordo City Hall located at **1376 E. Ninth Street, Alamogordo, New Mexico**, on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant Allsup's #338 Application No.984159 a Transfer of Ownership of Liquor License No. 0119, located at **100 N. White Sands Blvd, NM 88310**. The applicant currently owns this license at this location but has had a change to the stockholders (ownership) of the company.

Inquiries regarding this Public Hearing should be directed to the City Clerk's Office at City Hall.

Date: 6/14/2017
City of Alamogordo, New Mexico
By: Rachel Hughs, City Clerk

Pub: June 17 and July 15 2018 #1251161

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/17/2018

Report No: 10.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, Application 1093577 a Governmental Liquor License for the Rocket City Family Fun Center located at 3751 Mesa Village Dr., Alamogordo, NM 88310. *(Assistant City Attorney Dustin Johnson and Community Services Director Veronica Ortega)*

Fiscal Impact:

Amount Budgeted:

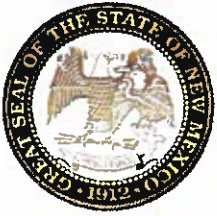
Fund:

Additional Fiscal Impact:

Recommendation: Approve Application No.1093577.

Background: The Alcohol and Gaming Division of the NM Regulation and Licensing Department has given this application preliminary approval. In accordance with Section 60-6B-4 NMSA of the Liquor Control Act, the Division must refer the application to the Governing Body for approval or disapproval. This public hearing is for the purpose of considering the application. A Notice of Public Hearing was published in the Alamogordo Daily News on Sunday, June 24, 2018 and July 15, 2018. These publications meet the State regulations of publishing a notice twice prior to the hearing.

The applicant, the City of Alamogordo, Application 1093577 is seeking a Governmental Liquor License with on the Premises Consumption Only and Patio Service to the City of Alamogordo for the Rocket City Family Fun Center located at 3751 Mesa Village Dr., Alamogordo, NM 88310.



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

P.O. Box 25101 • Santa Fe, New Mexico 87504-5101
(505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/alcoholandgaming

May 11, 2018

Certified Mail No.: 9171 9690 0935 0155 1679 07

Susana Martinez
Governor

Robert "Mike" Unthank
Superintendent

Pat McMurray
Deputy Superintendent

Claudia Armijo
Deputy General Counsel

Debra A. Lopez
Acting Director

City of Alamogordo
Rachel Hughs
1376 East Ninth Street
Alamogordo, NM 88310

RECEIVED

JUN 20 2018

CITY CLERK

Re: Lic. No. /Appl. No.: Application No. 1093577
Name of Applicant: City of Alamogordo
Doing Business As: Rocket City Family Fun Center
Proposed Location: 3751 Mesa Village Drive, Alamogordo, NM 88310

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, the Notice shall also be published on the website.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

THE APPLICANT IS SEEKING A GOVERNMENTAL LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY AND PATIO SERVICE.

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Charmaine Martinez, Hearing Officer

New Mexico Regulation & Licensing Dept. | Alcohol & Gaming Division

Phone: (505) 476-4804 Fax: (505) 476-4595

Email: charmaine.martinez2@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement

RECEIVED

MAY 08 2018



New Mexico Regulation and Licensing Department | Alcohol and Gaming Division
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4876

Page 1 Revised 12/16

ALCOHOL & GAMING DIVISION

AGD USE ONLY: Payment Application Fee \$ 200 Received on: 5-8-18 Receipt No. 2078028
License Fee \$ _____ Received on: _____ Receipt No. _____
Application # 1093577 Local Option District: _____

GOVERNMENTAL LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

Governmental Entity Type: ☒ Municipal ☐ County ☐ State Fair ☐ State Fair Commission
☐ State University ☐ State Museum ☐ Spaceport Authority

NAME OF APPLICANT /Government Entity:
City of Alamogordo

Contact Name: Veronica Ortega Telephone Number: 575-439-4324

Email Address (required): vortega@ci.alamogordo.nm.us

Mailing Address: 800 E. First Street, Alamogordo, NM 88310

Entity that will Administer Use of License: City of Alamogordo

D/B/A NAME TO BE USED: ~~Basin Lakes~~ Rocket City Family Fun Center Business Phone #: _____

Physical location where license is to be used: (Include street # / highway # / state road, city, state, and zip code)
3751 Mesa Village Drive, Alamogordo, NM 88310

County: Otero

Are alcoholic beverages currently being dispensed at the proposed location? ☐ Yes ☒ No If Yes, License # / Type: _____

Will License be operated by employees of the Governmental Agency? ☐ Yes ☒ No, and I understand that because the license is not operated by our employees, the Lessee/Operator must file a separate Lease Application prior to operating under the license; Any operation of the license by unauthorized persons may result in the revocation of the license.

Agent/Contact Person: Veronica Ortega Phone#: 575-439-4324 Email: vortega@ci.alamogordo.nm.us

Sign before a Notary Public:

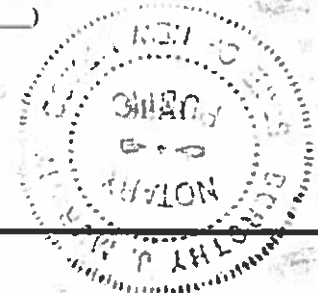
I, (print name) Veronica Ortega, as (title) Community Services Director
being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application;
that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations
herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Signature of Applicant: Veronica Ortega Date: 4-9-18

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Otero)

SUBSCRIBED AND SWORN TO before me this 9th day of April, 2018

By: Veronica Ortega Notary Public: Doreen Murphy
My Commission Expires: 11/25/2019



FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____



**SUPPLEMENTAL PAGE TO GOVERNMENTAL APPLICATION
DECISION OF LOCAL OPTION DISTRICT**

Re: Lic. No. /Appl. No: Governmental Application | Application No. 1093577
Name of Applicant: City of Alamogordo
Doing Business As: Rocket City Family Fun Center
Proposed Location: 3751 Mesa Village Drive, Alamogordo, New Mexico 88310

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

Note: Please return this original page with the original Application Page 1 to Alcohol and Gaming Division.

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____



RECEIVED

MAY 08 2018

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division

| Page 2 Revised 7/16

PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4593

ALCOHOL & GAMING DIVISION

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

- ☒ Owned by Applicant, copy of deed/document attached ☐ Leased by Applicant, copy of lease/document attached
☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): _____

B. Date and Term of Lease: _____

3. Premises location is Zoned (example C-1, see Zoning Statement): **C-3 Business District**

☒ Zoning Statement attached, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: **Heart Cowboy Church** Miles/feet: **2.7 miles**

Address/location of Church: **2930 N. White Sands Blvd., Alamogordo, NM 88310**

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: **Deutsch Schule (German School)** Miles/feet: **2.6 miles**

Address/location of School: **3601 N. Scenic Drive, Alamogordo, NM 88310**

6. Distance from military installation *(Property line of military installation to closest point of licensed premises—shortest distance.)

Name of Military Installation, ^{circle one:} **Kirtland Air Force Base (Albuquerque)**, White Sands Missile Range (Las Cruces),
Miles: **11.6** **Holloman Air Force Base (Alamogordo)**, Cannon Air Force Base (Clovis)

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☒ Restaurant ☐ Racetrack
☐ Small Brewer ☐ Craft Distiller ☐ Winery ☐ Wholesaler
☒ Other (specify): **Bowling alley and Restaurant**

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.



City of Alamogordo



CD-023-2017

December 15, 2017

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

RE: Zoning: **Family Entertainment Center**
Legal Description: Lot 4A, Mesa Village, Unit 1, Replat A
Alamogordo, Otero, New Mexico
Map Code 01N-4-054-092-181-338 & PC 01-15201

To Whom It May Concern,

At your request, we have researched our records and determined the zoning classification of that certain real property, which has the street address **3751 Mesa Village Drive** within the corporate boundaries of the City of Alamogordo, New Mexico. This is written, in accordance with the provisions of Section 2-01-030(j) and Section 29-01-010 of the Code of Ordinances of the City of Alamogordo, New Mexico, to provide a Certificate of Zoning Classification regarding the Property.

The property at **3751 Mesa Village Drive** is within the **C-3, Business District** per the City of Alamogordo Zoning Map, which does not prohibit the sale of alcoholic beverages. Alamogordo Municipal Code Chapter 29, Zoning, allows entertainment centers and commercial businesses within this district.

Please contact me if you need more information. Note that for a full understanding of what is permitted or prohibited by the Alamogordo Code of Ordinances please refer to the Code in its entirety. The City's website at <http://ci.alamogordo.nm.us> provides access to the entire Municipal Code. On the City's Home page click on GOVERNMENT – COA Code of Ordinances – Chapter 29 Zoning.

Sincerely,

Ms. Stella Rael CZO, Planning & Zoning Administrator
Community Development Department,
City of Alamogordo
1376 E Ninth St.
Alamogordo, NM 88310-5938
(575) 439-4208; Fax: (575) 439-4343
srael@ci.alamogordo.nm.us

RECEIVED

MAY 08 2018

ALCOHOL & GAMING DIVISION



City of Alamogordo

OFFICE OF THE CITY CLERK

1376 E. NINTH STREET • ALAMOGORDO, NEW MEXICO 88310-5838 • (575) 439-4205 FAX (575) 439-4396

July 11, 2018

VIA CERTIFIED MAIL

City of Alamogordo
Attn: Veronica Ortega
1376 E. Ninth Street
Alamogordo, NM 88310

Re: Application 1093577 a Governmental Liquor License

Ms. Ortega,

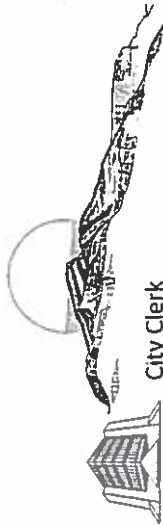
The City of Alamogordo will hold a Public Hearing on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant the City of Alamogordo, **Application 1093577 a Governmental Liquor License with on the Premises Consumption Only and Patio Service to the City of Alamogordo for the Rocket City Family Fun Center located at 3751 Mesa Village Dr., Alamogordo, NM 88310.**

The Public Hearing will be during the Commission meeting on July 24, 2018 at 6:30 pm at the Commission Chambers located at City Hall, 1376 E. Ninth Street in Alamogordo, New Mexico, 88310.

If you have any questions, please contact me at (575) 439-4205.

Sincerely,

Rachel Hughs,
City Clerk



City Clerk

City of Alamogordo

1376 E. NINTH STREET
ALAMOGORDO, NEW MEXICO 88310-5938



7006 3450 0001 8876 6212

Hasler
07/11/2018
FIRST-CLASS MAIL
US POSTAGE \$003.92



ZIP 88310
011E11672725

City of Alamogordo
Attn: Veronica Ortega
1376 E. Ninth Street
Alamogordo, NM 88310

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Alamogordo
Attn: Veronica Ortega
1376 E. Ninth Street
Alamogordo, NM 88310

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
Veronica Ortega
B. Received by (Printed Name) ☐ Addressee
VERONICA ORTEGA
C. Date of Delivery
7/13/18

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail
☐ Registered
☐ Insured Mail
☐ Express Mail
☐ Return Receipt for Merchandise
☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes
☐ No

2. 7006 3450 0001 8876 6212

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent to

City, State ZIP+4
1376 E. Ninth Street
Alamogordo NM 88310

PS Form 3800 August 2006

See Reverse for Instructions

Legal Notices 152

**NOTICE OF PUBLIC
HEARING**

**NOTICE IS HEREBY
GIVEN** that the Alamogordo City Commission will hold a **PUBLIC HEARING** on **Tuesday, July 24, 2018** at **6:30 p.m.** in the Commission Chambers of the Alamogordo City Hall located at **1376 E. Ninth Street, Alamogordo, New Mexico**, on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant Application **1093577** a **Governmental Liquor License** with on the Premises **Consumption Only** and **Patio Service** to the City of Alamogordo for the **Rocket City Family Fun Center** located at **3751 Mesa Village Dr., Alamogordo, NM 88310**.

Inquiries regarding this Public Hearing should be directed to the City Clerk's Office at City Hall.

Date: **6-22-2018**
City of Alamogordo,
New Mexico
By: **Rachel Hughes, City Clerk**

Pub: **June 24 and July 15 2018 #1252295**

**NOTICE OF PUBLIC
HEARING**

**NOTICE IS HEREBY
GIVEN** that the Alamo-
gordo City Commis-
sion will hold a PUB-
LIC HEARING on Tues-
day, July 24, 2018 at
6:30 p.m. in the Com-
mission Chambers of
the Alamogordo City
Hall located at 1376 E.
Ninth Street, Alamo-
gordo, New Mexico,
on the question of
whether or not the Al-
cohol and Gaming Di-
vision of the State of
New Mexico should
grant Application
1093577 a Govern-
mental Liquor License
with on the Premises
Consumption Only
and Patio Service to
the City of Alamogor-
do for the Rocket City
Family Fun Center lo-
cated at 3751 Mesa
Village Dr., Alamogor-
do, NM 88310.

Inquiries regarding
this Public Hearing
should be directed to
the City Clerk's Office
at City Hall.

Date: 6-22-2018
City of Alamogordo,
New Mexico
By: Rachel Hughes, City
Clerk

Pub: June 24 and July
15 2018 #1252295

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/17/2018

Report No: 11.

Submitted By:

Subject: Consider, and act upon, Memorandum of Understanding between the City of Alamogordo and the Alamogordo Public Safety Officers Association (APSOA). (*Dustin Johnson, Assistant City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends approval of the memorandum.

Background: The Alamogordo Public Safety Officers Association (APSOA) represents both the City's police officers and firefighters. This is a Memorandum of Understanding (MOU) memorializing the 24-hour pay for the Alamogordo Fire Department. Commission has previously approved funding for 24-hour pay in the FY19 fiscal year budget.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ALAMOGORDO, NEW MEXICO
AND
THE ALAMOGORDO PUBLIC SAFETY OFFICERS ASSOCIATION
AN AFFILIATED CHAPTER OF THE NEW MEXICO COALITION OF PUBLIC SAFETY
OFFICERS**

This Memorandum of Understanding (the "Agreement") memorializes the agreement between the City of Alamogordo ("City") and the Alamogordo Public Safety Officers Association ("APSOA"). The purpose of this Agreement is to memorialize the agreement between the City and APSOA regarding the adjustment of the 24-hour 10-minute schedule that firefighters are currently subject to, compensation during sleep time, and the amendment of Section 16 of the Collective Bargaining Agreement, which expires on June 30, 2020 (the "Original CBA").

1. For the duration of this Memorandum, except as otherwise modified by this Memorandum, the terms and conditions of the Original CBA shall remain in full force and effect until a successor Agreement is ratified by both parties. During the term of this Memorandum, the parties agree to bargain in good faith with the intent of reaching a full collective bargaining agreement.
2. The parties agree that **SECTION 16. FIREFIGHTERS SLEEP TIME**, is amended to read as follows:
 - A. Firefighters assigned to 24-hour schedules will be compensated during sleep time. This amendment shall become effective July 1, 2018, following ratification and execution of this agreement by both parties,
 - B. Normally scheduled sleep time will be 2200 hours until 0600 hours the following day for Firefighters and Fire Lieutenants who are scheduled to work more than 2104.5 hours per year.

The Agreement

The parties agree to the following:

1. The parties agree that this Agreement becomes effective on July 1, 2018.
2. The parties agree that this Agreement is not precedent setting and does not establish a practice. Both parties agree that this Memorandum of Understanding shall not restrict either party's right to negotiate the subject matter of this Agreement for successor collective bargaining agreements.

CITY OF ALAMOGORDO

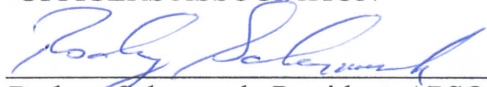
Margaret D. Paluch, City Manager

Dated: _____

ATTEST

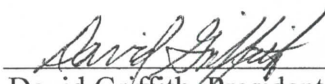
Rachel Hughs, City Clerk

ALAMOGORDO PUBLIC SAFETY
OFFICERS ASSOCIATION



Rodney Scharmack, President, APSOA

Dated: 7/16/18



David Griffith, President, NMCP SO

APPROVED AS TO FORM:



Dustin R. Johnson, Asst. City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/20/2018

Report No: 12.

Submitted By: Petria Schreiber

Subject: Consider, and act upon, approving lease agreement with Center of Protective Environment (COPE) for the office building located at 909 S. Florida. *(Petria Schreiber, City Attorney)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: The building at 909 S. Florida was donated to the City as part of the securing of the grant to remodel the building for use as the office for COPE. Now that remodel is completed a lease must establish the agreement between COPE and the City for use of the building.

LEASE OF CITY PROPERTY
(Center of Protective Environment Office)

THIS LEASE is made this _____ day of May, 2018 between the CITY OF ALAMOGORDO, NEW MEXICO, a New Mexico municipal corporation (Lessor), and CENTER OF PROTECTIVE ENVIRONMENT (COPE), a New Mexico Non-Profit Corporation (Lessee).

Lessor, in consideration of the rent specified to be paid by Lessee, and the covenants and agreements contained in this lease agreement to be performed by Lessee, hereby leases those certain premises in the City of Alamogordo, County of Otero, State of New Mexico, described as:

Triple A Replat D, Block 1, Lot 1D of the City of Alamogordo, as is commonly known as 909 S. Florida Avenue, Alamogordo, New Mexico.

1. The term of this lease shall be for five (5) years beginning on the _____ day of May, 2018, and ending on the _____ day of May, 2023. This lease may be extended for successive five (5) year periods upon the written mutual consent of both parties. The exercise of this option shall be requested by Lessee not less than sixty (60) days prior to the termination of the respective lease period.

2. The Fair Market Value monthly rental payment for this property is \$835.00 per month.

3. Lessee, in consideration and as lease payments under this contract, agrees to:

- a. Provide counseling for victims of domestic violence.
- b. Provide education to victims of domestic violence to facilitate their safety and freedom from abuse.
- c. Provide advocacy for victims of domestic violence.

4. During the term of this lease, Lessee shall provide the above services to the citizens of Alamogordo and Otero County the value of which services shall equal or exceed \$50,100.00. In calculating the value of services provided, each year, Lessee, within sixty (60) days of the end of Lessee's fiscal year shall submit to Lessor a statement of the services rendered to the victims of domestic violence by Lessee during the preceding fiscal year.

5. The above described premises shall be used solely for the offices of COPE and for no other purpose without the prior written consent of Lessor.

6. Lessee may, upon approval of plans presented to the Lessor prior to commencement of any work, at Lessee's sole cost and expense, make such changes, alterations or improvements as may be necessary to fit the premises for the use as an office for COPE, and

all buildings, fixtures and improvements of every kind installed by Lessee shall remain the property of Lessor. With Lessor's prior written approval, Lessee may remove such fixtures and improvements as Lessor agrees upon the termination of this lease, provided removal shall be done in such a manner as not to injure or damage the premises. In the event that Lessee shall fail to remove any improvements or fixtures after receipt of notice from Lessor to remove any undesired fixtures and improvements, Lessor may remove the fixtures and dispose of them as Lessor sees fit. Should Lessor desire to keep any fixtures or improvements on the premises upon termination of this Lease, Lessee agrees to assign, transfer and set over to Lessor all of Lessee's rights, title and interest in the fixtures, improvements and any personal property not removed by Lessee.

7. Lessee shall pay all taxes levied and assessed upon any personal property, buildings, fixtures and improvements belonging to Lessee and located upon the above described premises.

8. Lessee accepts the above described premises in its present condition and agrees that Lessor shall not be required to make any improvements or repairs upon the premises or any part of them.

9. Lessee agrees to make all improvements and repairs at Lessee's sole cost and expense, and agrees to keep the premises safe and in good order and condition at all times during the term of this lease. Upon expiration of this lease, or at any sooner termination, Lessee will quit and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of this lease, reasonable wear, tear and damage by the elements excepted. Lessee further agrees to leave the premises free from all nuisance and dangerous and defective conditions upon the termination of this lease.

10. No portion of the demised premises shall be sublet, nor shall any interest in this lease be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee or pledgee.

11. Should Lessee become bankrupt or insolvent or should a receiver be appointed to administer Lessee's business or affairs, neither this lease nor any interest in this lease shall become an asset of that trustee or receiver and this lease shall immediately terminate by its own terms.

12. Lessee shall hold Lessor harmless from any loss, cost or damage that may arise in connection with this lease or the use of the described premises by Lessee, or their agents, or employees, or any other person using the premises. Lessee agrees to deliver to Lessor upon the execution of this lease two (2) copies of a public liability and property damage insurance policy satisfactory to Lessor, indemnifying and holding Lessor harmless against any and all claims, in an amount at least equal to the minimum requirements of the New Mexico Tort Claims Act insuring both persons and property damage. Lessee agrees to keep this insurance policy in force during the entire term of this lease. Lessor shall be named as additional insured on all insurance policies.

13. Lessee agrees that at least sixty (60) days before any construction work, labor or materials are done, used or expended by Lessee or on Lessee's behalf by any person, firm, or corporation, or by any contractor, Lessee will post a notice of non-responsibility on behalf of Lessor giving notice that Lessor is not responsible for any work, labor, or materials used or expended on the described premises.

14. Lessor may terminate this lease via a majority vote of the City Commission if the building is no longer an office for COPE. Lessor may also terminate this lease if it is determined that the public necessity of a domestic violence education and advocacy program does not further public policy. This termination shall be accomplished by serving upon Lessee a written notice of the City Commission's decision to terminate. This notice to terminate shall be served at least ninety (90) days prior to the date in the notice named for such termination.

15. In the event that Lessee shall be in default of any of the terms or required performance of this contract, Lessor shall notify Lessee by sending notice of counsel for COPE under the standards established in Paragraph 17 stating that COPE shall have 30 days to cure the default. Should COPE fail to cure the default, this lease shall be terminated and COPE shall have 60 days to vacate the premises.

16. In the event that Lessee holds over and remains in possession of the premises, that holding over shall be deemed to be from month-to-month only and shall be upon all of the same terms, covenants and conditions as contained in this document.

17. Any required notices shall be in writing and shall be deemed served when delivered personally or when deposited in the United States Mail, postage pre-paid addressed to Lessee at:

Director
COPE
909 S. Florida Avenue
Alamogordo, New Mexico 88310

Or addressed to Lessor at:
City Manager
City of Alamogordo
1376 E. Ninth Street
Alamogordo, New Mexico 88310

18. Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants or conditions contained in this lease shall not be deemed a continuing waiver of that default or any subsequent default.

19. Lessee agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the premises or their use including all laws and rules and regulations of the United States, the State of New Mexico, and the City of Alamogordo.

20. Lessee agrees that Lessor, its agents or employees, may enter upon the premises with twenty-four hour notice if practicable during the term or any extension of the term of this lease for the purpose of inspection, making surveys, and doing similar work. Lessor agrees that such entry will be performed in such a manner as to cause a minimum of interference with the use of the property by Lessee.

21. All of the terms, covenants and conditions contained in this lease shall continue and bind all successors in interest of Lessee.

IN WITNESS WHEREOF the aforementioned parties affix their signatures hereto on the dates hereinafter written.

CENTER OF PROTECTIVE ENVIRONMENT
(COPE)

Date: _____

By: _____
Kay Gomolak, Director

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/12/2018

Report No: 13.

Submitted By: Petria Schreiber

Subject: Consider, and act upon, a request for authority to commence foreclosure proceedings on unpaid liens. (*Petria, Schreiber, City Attorney*)

Fiscal Impact: \$38,554.46

Amount Budgeted: \$0.00

Fund:

Additional Fiscal Impact:

Recommendation: Authorize the City Attorney's office to commence foreclosure proceedings on the attached liens.

Background:

State statute authorizes a municipality to file a lien against real property for a number of different reasons. The City of Alamogordo normally files a lien in two instances: (1) whenever the City finds it necessary to cut down weeds or remove garbage, trash, junk, etc., from the property; or (2) when a utility bill goes unpaid for a specified period of time. Several years ago, the New Mexico Court of Appeals held that the four-year statute of limitations apply to municipal liens. For our purposes, application of the statute of limitations means that the City loses its ability to foreclose on its liens four years after it was filed. In other words, the City cannot force payment of the lien and if requested must release the lien.

The legal department is requesting authority to begin foreclosure proceedings on the attached list of liens. In the event Commission elects not to authorize foreclosure proceedings, staff would then request authorization to file a release of the liens. Please note that several of the properties have multiple liens.

This specific list of address is the result of the first dilapidated structures committee meeting. The committee was able to identify homes that are vacant and dilapidated that have current outstanding liens. The committee hopes that by foreclosing the City can either take possession of the property and remove the dilapidated structure, or force a conversation with the owners about cleaning up the property and bring the properties into compliance.

Also on this list are 1507 Rockwood that the City tore down due to dilapidation and a related property owned by the same owners (now deceased) with an address of 1201 Monroe with significant liens on it.

Lien Address	Lien Amt	Filed	Lien Type
917 Brooks Ave	\$ 642.28	4/16/2018	weed
1100 Airport Ave	\$ 562.11	7/6/2018	weed
1100 Airport Ave	\$ 643.27	12/8/2017	weed
111 New York Ave	\$ 791.12	9/27/2017	weed
111 New York Ave	\$ 445.38	7/6/2018	water
111 New York Ave	\$ 292.56	4/16/2018	weed
2206 S. Walker Ave	\$ 797.28	7/6/2018	weed
2206 S. Walker Ave	\$ 717.62	12/8/2017	weed
519 Delaware Ave	\$ 413.07	9/27/2016	water
1113 Brooks Ave	\$ 422.78	8/27/2014	water
1113 Brooks Ave	\$ 324.87	12/8/2017	weed
1113 Brooks Ave	\$ 422.12	7/6/2018	weed
118 New York Ave	\$ 571.28	6/10/2014	water
118 New York Ave	\$ 661.24	10/16/2017	weed
118 New York Ave	\$ 496.57	4/16/2018	weed
118 New York Ave	\$ 393.22	5/1/2018	water
914 Brooks Ave	\$ 528.69	4/16/2014	water
914 Brooks Ave	\$ 456.17	4/16/2018	weed
1507 Rockwood	\$ 24,688.08	7/6/2018	demo
1201 Monroe	\$ 770.51	4/16/2018	weed
1201 Monroe	\$ 3,514.24	2/16/2016	water

LIEN FORECLOSURES

ON DILAPIDATED STRUCTURES

917 BROOKS AVE



1100 AIRPORT AVENUE



111 NEW YORK AVENUE



2206 WALKER



519 DELAWARE



1113 BROOKS



118 NEW YORK



914 BROOKS AVE



1507 ROCKWOOD



1201 MONROE



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/12/2018

Report No: 14.

Submitted By: Maggie Paluch

Subject: Consider, and act upon, request from COPE (Center of Protective Environment) to become a Permanent City Partner. (*Maggie Paluch, City Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Kay Gomolak, the Executive Director of COPE, is requesting that COPE be made a permanent City Partner and that all City facility rental fees be waived for their organization. Please see the attached letter from Ms. Gomolak.

909 South Florida Ave.
Alamogordo, NM 88310
Office: (575) 434-3622
FAX: (575) 434-3530
Crisis Hotline: 1-575-437-COPE (2673)
www.copedv.org



1204 Mechem Drive, Suite #12
Ruidoso, NM 88345
Office: (575) 258-4946
Fax: (575) 258-4949
Toll Free Crisis Hotline:
1-866-350-COPE (2673)

June 29, 2018

Ms. Margaret Paluch, City Manager
City of Alamogordo
1376 East Ninth Street
Alamogordo, NM 88310

Dear Ms. Paluch:

This letter is to request that the Center of Protective Environment (COPE) be considered a Permanent City Partner of the City of Alamogordo.

I spoke with City Attorney Petria Schreiber about use of City facilities, and she informed me that our organization might qualify to be deemed a Permanent City Partner. She identified that we would need to submit a request and specify that we have contracts with the City and that our organization provides a benefit to the City.

As you know, COPE leases two properties from the City which we use as a shelter for victims of domestic violence and their children and a counseling office for domestic violence victims and for domestic violence offenders. Our cooperative agreements began in 1985 when the City first obtained a facility for COPE to use as a domestic violence shelter on Michigan Avenue. The City assisted COPE in obtaining funding for the new shelter on Mimosa through state capital outlay from 2004 through 2007. Most recently the City obtained funding from a Community Development Block Grant to expand and renovate the COPE facilities on Florida Avenue.

In turn, COPE has provided a comprehensive array of domestic violence services including shelter, counseling, advocacy and community education for the citizens of Alamogordo since our establishment in 1983. Since that time we have helped thousands of persons affected by domestic violence to obtain immediate safety, to address the effect domestic violence has had on their lives and the lives of their children, and to improve their well-being. Through our community education programs we have provided awareness and information about domestic violence in an effort to prevent violence and to inform those in need about the resources available in our community for them to access help.

If you need any further information about our agency, please contact me.

Sincerely,


Kay Gomolak
Executive Director



COPE IS A UNITED WAY AGENCY AND A COMBINED FEDERAL CAMPAIGN AGENCY



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/13/2018

Report No: 15.

Submitted By: Edward Balderrama

Subject: Consider, and act upon, the award of Public Works Bid No. 2018-006 to La Luz Dirt & Paving, LLC related to APD Improvements ADA Parking and Entrance Compliance (EN1801) in an amount not to exceed \$105,567.41, including NMGR. *(Edward Balderrama, Project Manager)*

Fiscal Impact: \$105,567.41, including NMGR

Amount Budgeted: \$456,217.00

Fund: 011-4104-420.65-70

Additional Fiscal Impact:

Recommendation: Approve the award of the Base Bid.

Background: The work will consist of removing the non-compliant parking lot adjacent (north) to the building and constructing a compliant parking lot, reconstruction of the entrance to the parking lot and reconstruction of the main entrance into the facility with a compliant (ADA) ramp with hand rails.

The city received four (4) bids on July 12, 2018, please see attach Bid Tab.

APD Improvements ADA Parking and Entrance Compliance Public Works Bid No. 2018-006, EN1801							Contractor License No. 392908 GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, GS08		Contractor License No. 88225 GA98, GB98, GF98		Contractor License No.2967 GB98,GA98, GF98, GF07, GF09, GF01, MM98, GF06, GF04, GF08		Contractor License No. 85268 GF01,GA03, GS05, GS08	
	BASE BID ITEM NO.				Engineer's Opinion of Probable Construction Cost		La Luz Dirt & Paving, LLC		Caliper Construction, Inc.		Mesa Verde Enterprises, Inc.		Alamo Earthwork & Paving, Inc.	
		QTY	UNIT	DESCRIPTION	UNIT PRICE	BID AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
GA-1, GA-3 or GA-98	201000	1	LS	Project Removals	\$ 10,000.00	\$ 10,000.00	\$ 10,665.00	\$ 10,665.00	\$ 14,758.62	\$ 14,758.62	\$ 12,160.47	\$ 12,160.47	\$ 13,291.00	\$ 13,291.00
GA-1, GA-3 or GA-98	417000	840	SY	3-Inch Asphalt Pavement	\$ 50.00	\$ 42,000.00	\$ 43.34	\$ 36,405.60	\$ 38.49	\$ 32,331.60	\$ 39.86	\$ 33,482.40	\$ 46.40	\$ 38,976.00
GA-1, GA-3 or GA-98	450080	27	SY	8-Inch Concrete Pavement	\$ 200.00	\$ 5,400.00	\$ 124.00	\$ 3,348.00	\$ 260.40	\$ 7,030.80	\$ 220.37	\$ 5,949.99	\$ 180.00	\$ 4,860.00
GA-1, GA-3 or GA-98	450080	2	EA	Curb Return	\$ 5,000.00	\$ 10,000.00	\$ 2,582.00	\$ 5,164.00	\$ 2,510.41	\$ 5,020.82	\$ 1,778.13	\$ 3,556.26	\$ 2,865.00	\$ 5,730.00
GA-1, GA-3 or GA-98	515000	1	LS	Concrete Ramp	\$ 6,875.00	\$ 6,875.00	\$ 11,250.00	\$ 11,250.00	\$ 10,514.84	\$ 10,514.84	\$ 9,605.72	\$ 9,605.72	\$ 11,833.00	\$ 11,833.00
N/A	607079	2	EA	Handrail, 1-1/2 Inch	\$ 5,060.00	\$ 10,120.00	\$ 1,662.50	\$ 3,325.00	\$ 1,607.87	\$ 3,215.74	\$ 1,908.00	\$ 3,816.00	\$ 1,650.00	\$ 3,300.00
GA-1, GA-3 or GA-98	608004	260	LF	Parking Lot Concrete	\$ 37.50	\$ 9,750.00	\$ 30.00	\$ 7,800.00	\$ 38.94	\$ 10,124.40	\$ 29.66	\$ 7,711.60	\$ 54.75	\$ 14,235.00
GA-1, GA-3 or GA-98	608004	33	SY	4-Inch Concrete	\$ 55.00	\$ 1,815.00	\$ 78.00	\$ 2,574.00	\$ 155.16	\$ 5,120.28	\$ 61.58	\$ 2,032.14	\$ 129.00	\$ 4,257.00
GA-1, GA-3 or GA-99	609436	6	LF	Curb and Gutter	\$ 65.00	\$ 390.00	\$ 91.00	\$ 546.00	\$ 64.34	\$ 386.04	\$ 47.70	\$ 286.20	\$ 192.00	\$ 1,152.00
GA-1, GA-3 or GA-98	609636	17	LF	Valley Gutter	\$ 85.00	\$ 1,445.00	\$ 160.00	\$ 2,720.00	\$ 180.38	\$ 3,066.46	\$ 125.64	\$ 2,135.88	\$ 108.00	\$ 1,836.00
GA-1, GA-3 or GA-98	621000	1	LS	Mobilization	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,742.15	\$ 4,742.15	\$ 19,105.32	\$ 19,105.32	\$ 3,540.00	\$ 3,540.00
GA-5 or GA-98	701000	4	EA	ADA Reserved Parking Sign	\$ 200.00	\$ 800.00	\$ 100.00	\$ 400.00	\$ 186.00	\$ 744.00	\$ 82.50	\$ 330.00	\$ 72.00	\$ 288.00
GA-5 or GA-99	701000	2	EA	ADA Van Accessible Sign	\$ 200.00	\$ 400.00	\$ 50.00	\$ 100.00	\$ 124.00	\$ 248.00	\$ 67.45	\$ 134.90	\$ 59.00	\$ 118.00
GA-4 or GB-98	704700	1	LS	Parking Lot Striping	\$ 3,200.00	\$ 3,200.00	\$ 450.00	\$ 450.00	\$ 929.98	\$ 929.98	\$ 275.60	\$ 275.60	\$ 340.00	\$ 340.00
GA-4 or GB-99	704783	1	LS	Accessible Parking Space Markings	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 309.99	\$ 309.99	\$ 148.40	\$ 148.40	\$ 570.00	\$ 570.00
N/A	801000	1	LS	Construction Staking and Surveying	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 941.88	\$ 941.88	\$ 3,606.12	\$ 3,606.12	\$ 6,100.00	\$ 6,100.00
Base Bid SUB-TOTAL					\$	111,395.00		\$ 97,747.60		\$ 99,485.60		\$ 104,337.00		\$ 110,426.00
NMGRТ (8.00%)					\$	8,911.60		\$ 7,819.81		\$ 7,958.85		\$ 8,346.96		\$ 8,834.08
Base Bid TOTAL					\$	120,306.60		\$ 105,567.41		\$ 107,444.45		\$ 112,683.96		\$ 119,260.08

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/16/2018

Report No: 16.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, designating a 2018 NMML Annual Conference voting delegate and an alternate. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint a conference voting delegate and an alternate.

Background: Every year a voting delegate and an alternate are designated by the Commission for the New Mexico Municipal League Annual Conference.

Mayor Boss was the 2017 NMML voting delegate and Commissioner Sikes was the alternate.



**MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR
ENTIRE GOVERNING BODY**

TO: **MAYORS/GOVERNING BODY MEMBERS**
FROM: William F. Fulginiti, Executive Director
SUBJECT: **2018 ANNUAL CONFERENCE VOTING DELEGATES**
DATE: July 13, 2018

The 61st Annual Conference of the NM Municipal League will be held August 29th through the 31st in Roswell.

At the Annual Business Meeting on Thursday, August 30th, a President Elect, Vice President, Treasurer and three Directors-at-Large for a 2-Year Term and one Director-at-Large for a 1-Year Term will be elected. Also, the *Annual Statement of Municipal Policy* and *Annual Conference Resolutions* will be adopted.

Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting. A municipality in good standing means that at least one-half of the municipality's current League annual dues must have been paid prior to or at the Conference. The vote of the municipality is cast by the Voting Delegate (or in her/his absence, the Alternate) who is selected by the governing body of the municipality.

The Annual Business Meeting will be conducted in accordance with Robert's Rules of Order Revised, and the Annual Business Meeting Rules and Procedures, which shall govern the actions and deliberations of the League membership assembled in convention. Attached for your information are the *Policy Process Outline and the Annual Business Meeting Rules and Procedures*.

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. **The Voting Delegate and Alternate must be persons planning to attend the Conference.** Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and **return this form to the League Office no later than Wednesday, August 22, 2018.**

This is ***not*** an official registration form for the Annual Conference for either the Voting Delegate or the Alternate. Delegates must register for the Conference on the form provided in the Conference information you have already received.

Voting Delegates and Alternates must check in with NMML Staff at the Credential's Desk at Conference Registration.

Municipality: _____

Voting Delegate: _____ Title: _____

Alternate: _____ Title: _____

Approved By: _____

RETURN BY AUGUST 22, 2018 to:

Jackie Portillo, Support Services Coordinator
NM Municipal League
P.O. Box 846 – Santa Fe, NM 87504
jportillo@nmml.org
Fax: 505-984-1392



ANNUAL CONFERENCE

POLICY PROCESS OUTLINE

and

ANNUAL BUSINESS MEETING

RULES and PROCEDURES

August 30, 2018
Roswell, NM

POLICY PROCESS OUTLINE

PRIOR TO ANNUAL CONFERENCE

1. Policy Committees meet to review previous year's conference Resolutions and Statement of Municipal Policy, as well as newly submitted Resolutions and statements to be added to Policy. Proposed Resolutions or proposed Policy Statement amendments may be submitted by Committee members, member municipalities or League subsections. Committee makes necessary amendments and adopts, rejects, refers to appropriate other committee or (if resolution is not germane to coming session) refers to following year's committee, all by simple majority of votes cast.

Committee prioritizes all Resolutions it adopts (including those staff is directed to draft) as "High," "Medium" or "Low" priority. Committee then ranks all "High" priority Resolutions in descending order, with "1" as highest rank.

Policy Committee recommendations go to the Resolutions Committee.

2. Resolutions Committee meets and reviews proposed Resolutions and proposed Statement of Municipal Policy amendments as submitted by Policy Committees. Additional proposed Resolutions or proposed Policy Statement amendments may be submitted by Committee members, member municipalities or League subsections. Resolutions Committee makes necessary amendments and adopts or rejects by simple majority of votes cast.

Resolutions Committee recommendations, adopted by simple majority of votes cast, go to Annual Business Meeting at the Annual Conference.

LEAGUE ANNUAL CONFERENCE

3. Resolutions Committee meets to consider additional proposed Resolutions or proposed Policy Statement amendments which have not been considered at its pre-conference meeting. Such proposals may be submitted by Committee members, member municipalities or League subsections. Resolutions Committee adopts or rejects by simple majority of votes cast, any new Resolutions or amended Policy Statement.

Resolutions Committee recommendations go to Annual Business Meeting.

4. The Annual Business Meeting reviews proposed Resolutions and proposed Statement of Municipal Policy amendments submitted by Resolutions Committee. The Annual Business Meeting makes necessary amendments and adopts or rejects by simple majority of votes cast.

Conference Resolutions and the Statement of Municipal Policy adopted by the Annual Business Meeting become the League's official documents for the year ending with the next Annual Business Meeting.

AFTER ANNUAL CONFERENCE

5. At a Fall meeting of the League Board of Directors, the Board reviews the Conference Resolutions and prioritizes them for action in the upcoming legislative session. The Board then selects its top priorities to become the League's primary legislative agenda.

*** * * * ***

In addition, at a joint meeting of the Boards of Directors of the League and the New Mexico Association of Counties, the two boards select those resolutions of the two associations which they jointly agree deserve joint association support in the legislative session.

ANNUAL BUSINESS MEETING

RULES AND PROCEDURES

- 1.0 **PRESIDING OFFICER.** The Presiding Officer of the Annual Business Meeting shall be the President who shall call the business meeting to order. If the President is absent from the meeting, the presiding officer will be determined in the following order:
- President-Elect
 - Vice-President
 - Treasurer
 - A member of the Board of Directors selected by the Board.
- 2.0 **FLOOR RULES.** The Presiding Officer shall control the conduct of the meeting and all floor actions, subject to challenge from delegates or the parliamentarian, if any. The Presiding Officer will take motions and seconds from the floor on matters of business, will recognize the call for the question and ask for the official vote from voting delegates. The Presiding Officer will recognize those parties wishing to address the voting delegates.

The business on the floor shall be directed by the following requirements and guidelines:

- 2.1 **Quorum.** The presence of credentialed delegates representing a majority of the member cities registered at the Annual Conference shall constitute a quorum.
- 2.2 **Rules of Order.** Robert's Rules of Order Revised shall govern the conduct of the Business Meeting unless otherwise specified in the New Mexico Municipal League By-Laws or these official rules and procedures.
- 2.3 **Parliamentarian.** A qualified parliamentarian will be appointed to assist the Presiding Officer and delegates on matters of procedure at all times during the Annual Business Meeting.
- 3.0 **ACCESS TO THE FLOOR - GENERAL RULES.** Access to the Annual Business Meeting shall be governed by these rules:
- 3.1 **Separation of Floor From Gallery.** The site of the business meeting shall be divided into a floor section and a gallery section. The floor section shall be further separated into a rostrum and a section for voting delegates and alternates. No one shall be given access to the voting delegates section except as provided by these rules.
- 3.2 **Delegate and Staff Access to the Floor.** To gain access to the floor, voting delegates or alternates must wear a registration name tag bearing a Delegate or Alternate sticker. Only those staff necessary for conducting the meeting shall be permitted on the floor.
- 3.3 **News Media Access to the Floor.** Members of the news media may be allowed on the floor at the discretion of the Presiding Officer.
- 3.4 **Committee Access to the Floor.** Policy committee, task force, or special committee chairpersons and vice-chairpersons, not certified to vote, may be allowed on the floor and may be recognized to speak at the discretion of the Presiding Officer.
- 3.5 **Delegates, Guests and Observers.** Any Conference delegate will have access to the gallery. Guests and observers may have access to the gallery at the discretion of the Presiding Officer. Conference delegates, guests and observers may be recognized to speak at the discretion of the Presiding Officer.

4.0 **VOTING.** Voting at the Annual Business Meeting shall be governed by the following rules:

- 4.1 **Credentials Committee.** The Credentials Committee shall have the power to determine the right of any municipality to be represented at the Annual Business Meeting of the League.
- 4.2 **Entitlement to Vote.** Each member municipality in good standing, as determined by the Credentials Committee, registered and attending the Annual Conference shall be entitled to one vote by its delegate appointed by its governing body. **Voting by proxy is prohibited. The delegate must be present to cast a vote.**

In the event that a member municipality fails to appoint a delegate, such matter shall be referred to the Presiding Officer of the Annual Business Meeting who may designate a Voting Delegate from that member municipality.

- 4.3 **Method of Voting.** Where there is more than one nominee for office, the voting shall be only by written, printed or typed ballot, and shall be counted by the Canvassing Committee. In the case of the Director-At-Large positions, the candidates receiving the largest plurality shall be elected. All other voting shall be by a show of hands or voice vote, except that upon request of one-third of the delegates present, a roll call shall be called upon any question. Upon any vote, a majority of the delegates present and voting shall prevail, except upon questions which require more than a majority vote under any of the provisions of the By-Laws.

5.0 **ELECTIONS.** Elections for officers of the Municipal League and its Board of Directors shall be governed by these rules: Elections for the following positions shall take place at the Annual Business Meeting: President, (if no President-Elect is currently holding office), President-Elect, Vice-President, Treasurer and expired At-Large Board of Directors seats, including unexpired At-Large Directorships if any.

- 5.1 **Nominating Committee.** In the absence of any declaration of candidacy for a particular office or directorship, the League President shall appoint a Nominating Committee not less than fifty-nine (59) days before the Annual Conference and written notice of such appointment shall be given to all member municipalities. The Nominating Committee shall consist of the President, who shall serve as chair, and two persons from each of the League Districts. No declared candidate for any office or for directorship shall be a member of the Nominating Committee.
- 5.2 **Nominating Committee Meeting.** When necessary, the Nominating Committee will meet not later than twenty-one (21) days prior to the Annual Conference to recommend a candidate for any undeclared office. The Nominating Committee Report shall be sent to all members within five (5) days after the finalization of the Committee Report.
- 5.3 **Nominations from the Floor.** At the Annual Business Meeting, nominations from the floor may be made by any certified voting delegate in attendance, for any office or directorship to be filled.
- 5.4 **Election of Officers and Directors.** Voting shall be conducted as set out in Procedures 4.1, 4.2 and 4.3. The nominee(s) receiving the highest number of votes shall be elected. In the case of the Directorships At-Large positions, the candidates receiving the largest plurality shall be elected.

6.0 **ADOPTION OF THE STATEMENT OF MUNICIPAL POLICY & RESOLUTIONS**

Adoption of the Statement of Municipal Policy and Resolutions as outlined in the Annual Business Meeting preface of this document shall be by a majority of votes cast by the certified voting delegates present and voting.

7.0 **ADJOURNMENT OF THE ANNUAL BUSINESS MEETING**

After the Presiding Officer has determined all business has been concluded, the Annual Business Meeting shall be closed by a motion from the floor. A motion to adjourn requires approval by a voice vote of a majority of those voting delegates present and voting.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/17/2018

Report No: 17.

Submitted By: Petria Schreiber

Subject: Consider, and act upon, Resolution 2018-35 approving a GRIP agreement between the City of Alamogordo and Worthan Properties for the construction of the carwash at 905 S. White Sands. (*Petria Schreiber, City Attorney*) **(Roll Call Vote Required)**

Fiscal Impact: Approx. \$51,0000

Amount Budgeted: \$100,000.00

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Consider and act upon Resolution 2018-35 approving a GRIP agreement between the City of Alamogordo and Worthan Properties for the construction of the carwash at 905 S. White Sands.

RESOLUTION NO. 2018-35

**A RESOLUTION AUTHORIZING EXECUTION OF A GROSS RECEIPTS INVESTMENT
PROGRAM ("GRIP") AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND
WORTHAN PROPERTIES, LLC**

BE IT RESOLVED by the City Commission of the City of Alamogordo, New Mexico
as follows:

1. That the form and substance of a certain Gross Receipts Investment Program Agreement (the "Agreement"), between the City of Alamogordo (the "City") and Worthan Properties, LLC (the "Developer"), as set forth in the form of the Agreement submitted to this meeting, is hereby approved.

2. That the City Manager is hereby authorized and directed for and on behalf of the City to execute the Agreement substantially in the form approved in the foregoing paragraph of this Resolution.

3. That Worthan Properties shall be refunded the portion of gross receipts tax and municipal gross receipts tax paid to the City of Alamogordo for the construction of a tunnelized car wash at 905 South White Sands Blvd., Alamogordo, New Mexico in an amount to be determined by submission of invoices on which gross receipts taxes were paid to the State of New Mexico to be credited to the City of Alamogordo and in compliance with Article 2, Section 15 of the Alamogordo Code of Ordinances.

4. That the proper officials, agents and employees of the City are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the City in accordance with the provisions of the Agreement.

DONE this _____ day of July, 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

GROSS RECEIPTS INVESTMENT PROGRAM (“GRIP”) AGREEMENT

THIS AGREEMENT made on this _____ day of July, 2018, between the City of Alamogordo, a New Mexico municipal corporation (“City”), and Worthan Properties, LLC, a New Mexico corporation, whose address is 905 S. White Sands Blvd., Alamogordo, New Mexico 88310 (“Developer”).

WHEREAS, pursuant to Ordinance No. 1379, effective on October 12, 2010, and extended by Ordinance No. 1505, effective on December 11, 2015, the City is authorized to enter into “Gross Receipts Investment Program” (“GRIP”) Agreements with qualified applicants for eligible projects, as defined in said Ordinance, in order to provide new job opportunities within the City, promote the economic growth and welfare of the City, and to improve the City through new construction and or the rehabilitation of existing commercial or industrial property; and,

WHEREAS, Developer owns certain real property within the City located at 905 S. White Sands Blvd., and legally described in Exhibit “A” attached hereto, City of Alamogordo, Otero County, New Mexico; and,

WHEREAS, Developer has made application (attached hereto as Exhibit “B”) for reimbursement of certain gross receipts taxes directly attributable to construction activities associated with the project as described in the application; and,

WHEREAS, in said application, the Developer makes the good faith projection that the total cost of the Project will be approximately three million dollars (\$3,000,000); and

WHEREAS, after having considered the application, the City Commission has concluded that the economic and other benefits of the Project to the City will be substantial, that it is desirable and necessary at this time to authorize the City to enter into the Agreement, and that the City’s provision of the assistance contemplated by the Agreement will foster, promote and enhance the economic growth and welfare of the City, and improve the City through new construction and or the rehabilitation of existing commercial or industrial property; and,

WHEREAS, by Resolution 2018-____, the City Commission has authorized the City Manager to execute this GRIP Agreement with the Developer.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. General Terms.

- (a) The Project consists of construction of a tunnelized car wash. Developer, after receipt of the promises and inducements contained herein, agrees to develop the Project in accordance with plans and specifications approved by the Construction Industries Division of the New Mexico Regulation and Licensing Department. The estimated cost of the improvements is \$3,000,000.00 exclusive of gross receipts tax.

- (b) The parties hereto acknowledge, and the Developer represents and warrants, that: (i) the Project involves the building of a structure, or the expansion of an existing structure, for use by a commercial activity whose services are partially subject to gross receipts tax, said structure to have a value in excess of \$50,000; (ii) the Developer has, or will establish, and maintain a physical presence in the City sufficient to subject the Project to Local Option Gross Receipts Tax; and (iii) the Developer will give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency.
- (c) For purposes of this Agreement, the use of the terms “gross receipts tax” and “gross receipts tax revenue” shall be construed to refer to that net portion of the tax imposed by the State of New Mexico for distribution to the City pursuant to the Gross Receipts and Compensating Tax Act and which are collected by the State of New Mexico and distributed to the City (current rate = 1.225%), and all revenue derived from such taxes, and that portion of the tax imposed by the City pursuant to the Municipal Gross Receipts Tax Act (current rate = 0.5%), and all revenue derived from such taxes. It is expressly understood that if a governmental or legislative body other than the City enacts any law or statute which results or which may result in any material changes or amendments to the foregoing provisions, which changes or amendments prohibit the City from complying with this Agreement or which adversely affect the City’s ability to comply herewith, then the City and the Developer shall reevaluate this Agreement and the incentives provided hereunder and may mutually agree to restructure the Agreement. If a restructured agreement cannot be agreed to by both parties within a reasonable period of time not more than sixty (60) days from the effective date of the law or statute which has materially affected the City’s compliance herewith, then this Agreement shall automatically terminate releasing both parties from their obligations hereunder.

2. Municipal Gross Receipts Tax Payment. The City agrees to set aside and thereafter rebate to the Developer the municipal gross receipts tax revenues directly attributable to construction of the Project. It is estimated that approximately \$51,750 in gross receipt tax revenues will be abated pursuant to this Agreement (*\$3,000,000 estimated construction costs x 1.7250%*). The City and the Developer hereby acknowledge that this estimate is only an approximation, and that the actual abatement may be for a greater or lesser amount depending upon the actual amount of such taxes levied. Payment shall be made to the Developer within ninety (90) days after the City is presented with copies of each invoice associated with the Project. In the event that any invoices that have been submitted to the City are amended, the Developer shall promptly forward a photocopy of such amended invoice to the City, clearly identifying them as an amendment of an amendment previously submitted to the City.

3. No General Obligation/Special Fund. It is an overriding consideration and determination of the City that existing sources of its gross receipts tax revenues shall not be used, impaired or otherwise affected by this Agreement. The amount due pursuant to this Agreement shall not be a general obligation of the City. The City shall not have an obligation to pay any amounts to Developer except an amount equal to the City's share of the tax imposed by the State of New Mexico for distribution to the City pursuant to the Gross Receipts and Compensating Tax Act (current rate = 1.225%), and that portion of the tax imposed by the City pursuant to the Municipal Gross Receipts Tax Act (current rate = 0.5%).

4. Term. The term of this Agreement shall be thirty-six (36) months from the date of issuance of a building permit for the Project. Upon receipt of the maximum rebate amount by Developer in accordance with this Agreement, the City's obligation to rebate gross receipts tax revenue to Developer shall terminate, but all other provisions of this Agreement shall remain in full force and effect through the end of the thirty-six (36) month term. Upon expiration of the term of this Agreement, the parties' obligations hereunder shall terminate, whether or not the maximum amount of gross receipts tax revenue rebate has been reached.

5. Escrow. The parties agree that in the event of any legal challenge to this Agreement, the City shall place any and all funds to which the Developer would have a claim under the terms of this Agreement in an interest bearing account, capable of separate identification, during the pendency of the legal challenge. Upon any final decision upholding the enforceability of this Agreement, all amounts in such account, including principal and accrued interest, shall be paid forthwith to the Developer. If this Agreement is determined to be invalid or unenforceable, all amounts in such account, including principal and accrued interest, shall be deposited by the City into its general fund and the Developer shall have no further claim thereto. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party.

6. Approval and Modification. This Agreement shall take effect only upon approval by the Alamogordo City Commission at a regular or special City Commission meeting. No modification of this Agreement shall be valid or binding unless the same is in writing and approved by the City Commission at a regular or special meeting.

7. Assignment. This Agreement shall be binding upon and inure to the benefit of the Developer and the City. The City's commitment to make the payments hereunder are made for the benefit of the Developer, and shall be enforceable by the Developer or any affiliate of the Developer or other party who is a successor-in-title to Developer's interest in the Project and has assumed in writing the duties and obligations of the Developer, provided that nothing shall require the Developer to assign the benefits of this Agreement to any successor-in-title to Developer's interest in the Project and the City agrees that the Developer may transfer title to the Project while retaining the benefits of this Agreement. The Developer shall also have the right to assign this Agreement, and the City's obligation to make payment of the gross receipts tax revenues, to a third party independent of a transfer of title to the Project, including, but not limited to, any assignment, pledge or encumbrance of the Developer's rights under this Agreement in favor of any lender or other person providing financing for construction and development of the Project. The term "affiliate" shall mean an entity or individual which

directly or indirectly controls, is controlled by, or is under common control with any identified person and, as to natural persons, shall also include the immediate family of such persons. Except as authorized in this Paragraph, this Agreement is personal to the Developer. This Agreement shall not run with the land.

8. Controlling Law and Venue. This Agreement shall be construed pursuant to the laws of the State of New Mexico. Exclusive jurisdiction for the resolution of any dispute relating to this Agreement is hereby vested in the Otero County District Court or the United States District Court of New Mexico.

9. Contingency; No Debt. The City's financial obligations under this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. This Agreement shall never constitute a debt or obligation of the City within any statutory or constitutional provision. Each year, the City shall include in the budget presented to the City Council a proposed appropriation for the rebate of the gross receipts tax revenues to which Developer is entitled under this Agreement, if any. The decision of the City Council not to appropriate funds in any given year shall not affect, impair or invalidate any of the remaining provisions of this Agreement in future years, and the failure of the City in any year to appropriate the gross receipts tax revenues otherwise due Developer shall cause the term of this Agreement to be extended by one year. Without contradiction of the preceding sentence, the City does hereby state that it is the present intent and expectation of the parties that the City will make all of the payments contemplated by this Agreement.

10. No Joint Venture. Notwithstanding any provision hereof, the City shall never be a joint venture in any private entity or activity which participates in this Agreement, and the City shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

11. No Third-Party Beneficiaries. Except as may be expressly provided herein, there are no intended third-party beneficiaries to this Agreement.

12. Force Majeure. The time of performance of any duty or obligation of Developer or the City hereunder shall be extended for the period during which performance was delayed or impeded by reason of riots, insurrections, war, fire, casualty, earthquake, acts of God, or other reasons of a like nature not the fault of the party performing such duty or obligation.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Maggie Paluch, City Manager

Worthan Properties, LLC

By: _____
James Worthan

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/17/2018

Report No: 18.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon, the approval of case M-2018-0001 (A), a street vacation located at Hermoso El Sol Subdivision, Unit 2, lots 15 and 16. (*Darron Williams, City Planner*).

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: To approve the street vacation.

Background: Consider, and act upon, the approval of case M-2018-0001 (A), a street vacation located at Hermoso El Sol Subdivision, Unit 2, lots 15 and 16 (*Darron Williams, City Planner*).

STATEMENT OF PARTIAL VACATION OF PLAT

Alamogordo Building Co. LLC/Doug Nelson the owner of the real property commonly known as A Portion of Right-Of-Way lying between lots 15 and 16, said property being located within Hermoso el Sol Subdivision, Unit 2, Alamogordo, Otero County, New Mexico; said plat being recorded in Book 64 page 39. of the records of Otero county, New Mexico, does hereby declare that a Portion of Right-Of-Way lying between lots 15 and 16 of the located legally described in Exhibit A, to be vacated pursuant to §3-20-12, NMSA 1978.

Alamogordo Building Co. LLC/Doug Nelson

ACKNOWLEDGMENT

STATE OF NEW MEXICO }
COUNTY OF OTERO } ss.

The foregoing instrument was acknowledged before me this 3RD day of July,
Owner Alamogordo Building Co. LLC/Doug Nelson

Notary Public

My commission expires: 4-10-2021

APPROVAL OF THE ALAMOGORDO PLANNING AND ZONING COMMISSION.

This Statement of Partial Vacation was on the 3 day of May, 2018, submitted and approved by the Alamogordo Planning Commission.

Pamela R Lee

Pam Lee, Chairman

Attest:

Attest:

Shelbe Abbott, Recording Secretary

APPROVED

The Alamogordo City Commission, the planning authority for the City of Alamogordo, after considering the interests or rights of persons in contiguous territory or within Hermoso el Sol Subdivision, Unit 2, Alamogordo, Otero County, New Mexico, subject to the requirements set forth herein, does hereby approve the partial vacation of said plat as follows:

1. A 7-foot strip of land in the alley located adjacent to Lot 1, Block 10, Heights Subdivision, Unit 2, Alamogordo, Otero County, New Mexico, depicted and legally described in Exhibit A, shall be abandoned. Said tract shall be enclosed within said Lot 1.

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

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

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

This Statement of Vacation of Plat is approved by the City of Alamogordo, Otero County, New Mexico, on the ____ day of July, 2018.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

ACKNOWLEDGMENT OF CORPORATION

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

The foregoing instrument was acknowledged before me this ____ day of July, 2018 by Richard Boss, the Mayor of the City of Alamogordo, a New Mexico municipal corporation, on behalf of said corporation.

Notary Public
My commission expires: _____



City of Alamogordo

City Commission



ZONING CASE NUMBERS:
M-2018-001(A) AND Z-2018-003(A)

Darron Williams, City Planner
July 10th, 2018

City Commission

July 10, 2018

Case M-2018-0001(A) – Hermoso El Sol Unit 2,
Alamogordo, NM.

Case: M-2018-0001(A)

Request:

The applicant is requesting that the city vacate a street section of a portion of subdivision Hermoso El Sol and accept replat E. The legal description: Hermoso El Sol, Unit 2, REPLAT D, LOTS 15 – 16, ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

Owner(s)/Applicant:

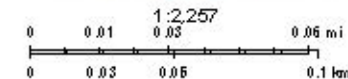
Doug Nelson
Alamogordo Building Company
1600 First Street
Alamogordo, NM 88310

Case: M-2018-0001(A)

Tonight's Case



Alamogordo_City_Limits
Parcels

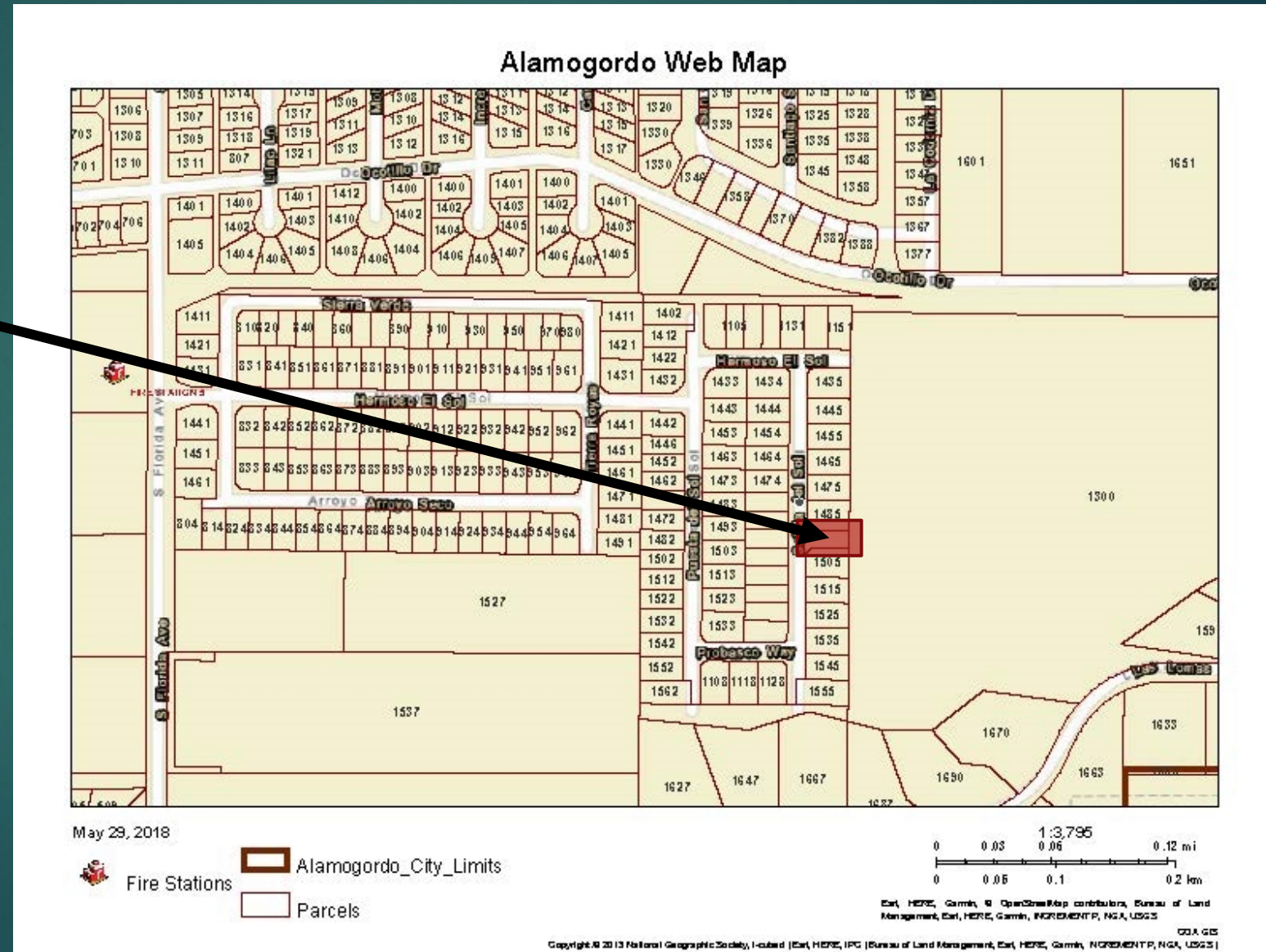


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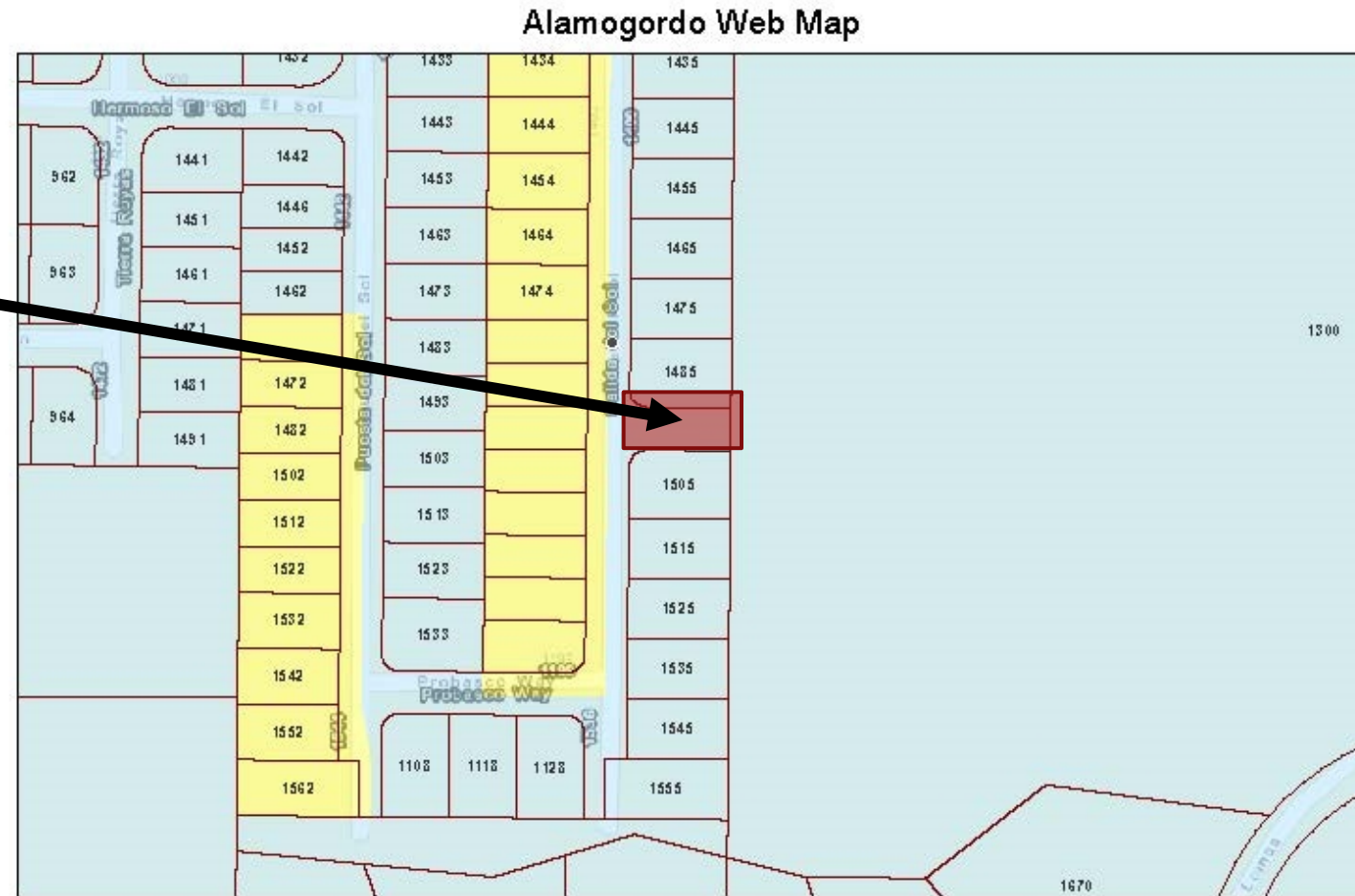
Case: M-2018-00001(A)

Tonight's
Case



Case M-2018-0001(A)

Tonight's
Case



May 29, 2018

Alamogordo_City_Limits
 R-1 Single-Family Dwelling
 R-2 Townhouse Dwelling
 Parcels

1:2,257
0 0.01 0.03 0.06 mi
0 0.03 0.06 0.1 km

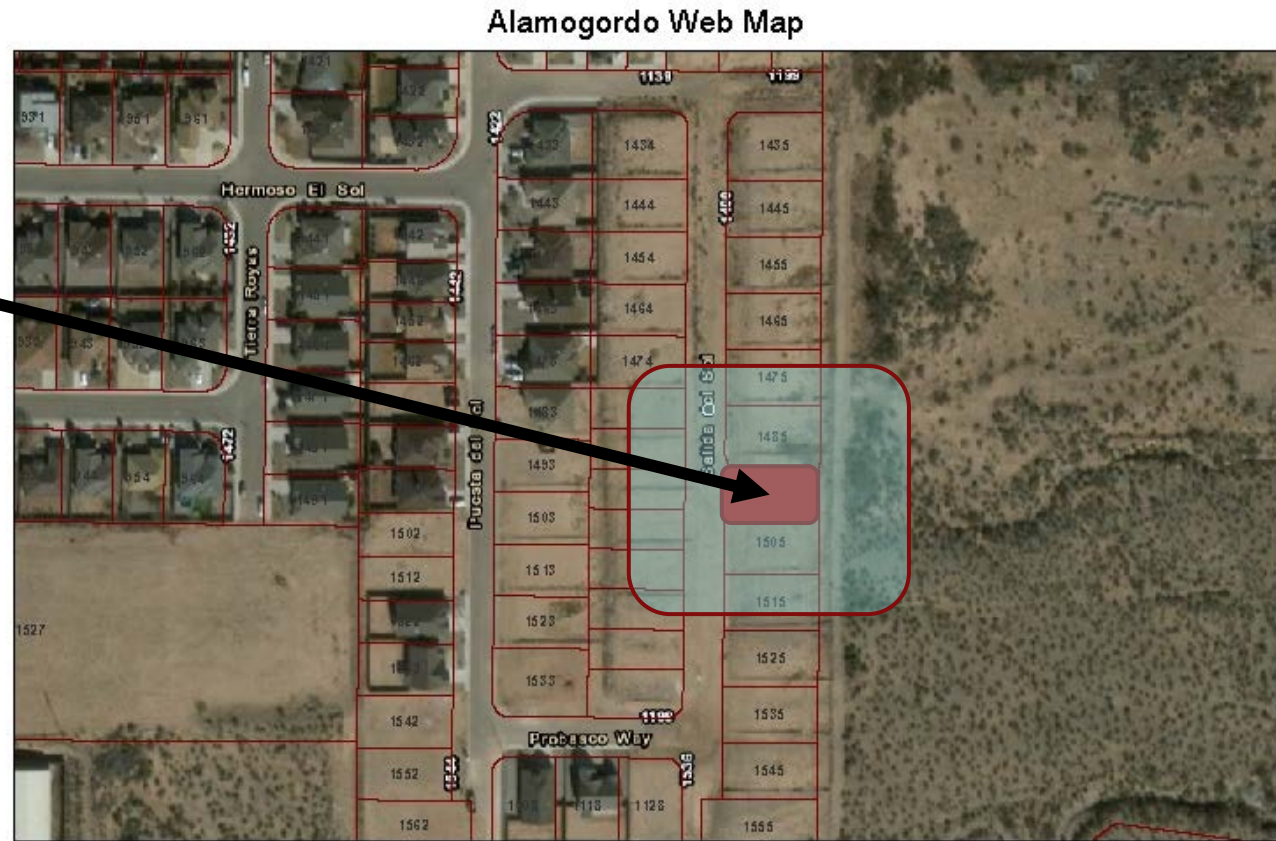
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M-2018-0001(A)

Within 200ft protest radius

Tonight's Case



May 29, 2018

Alamogordo_City_Limits

Parcels

1:2,257
0 0.01 0.03 0.06 mi
0 0.03 0.06 0.1 km

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Case: M-2018-0001(A)

Findings of Fact

- ◆1. The property is located at within the city limits
- ◆2. The property is owned by Doug Nelson
- ◆3. The request is to vacate is portion of a road identified in Replat D, but is not used or developed and will facilitate Replat E.
- ◆4. The application was filed on May 2, 2018
- ◆5. A legal notice was published May 13, 2018.
- ◆6. One (1) letter was mailed by certified/return receipt to the property owner of record within two hundred (200) feet from the property excluding public right-of-way, of the property for which the zoning is sought.
- ◆7. As of today there letter's return receipt was received and no phone calls or letters of protest have been received from the property owner within the two hundred feet radius of the proposed zoning.

Case: M-2018-0001(A)

Staff Recommends:

Staff and P&Z Commission recommends **approval** to City Commission.

City Commission

July 10, 2018

Pause for agenda item number change

City Commission

July 10, 2018

Case Z-2018-0003(A) – Miesner – 1201 Oregon
Ave, Alamogordo, NM 88310

Case: Z-2018-0003(A)

Request:

The applicant is requesting that the city amend the zoning map to change the zoning of 1201 Oregon Ave from R-1 to R-3; with legal description: ALAMO BLOCKS , LOT 3, S 100ft, Block 229, ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

Owner(s)/Applicant:

Gary Miesner a.k.a. Wyatt Earp
P.O. Box 2782
Alamogordo, NM 88311

Case: Z-2018-0003(A)

Tonight's Case

Alamogordo Web Map



May 29, 2018

Alamogordo_City_Limits

Parcels

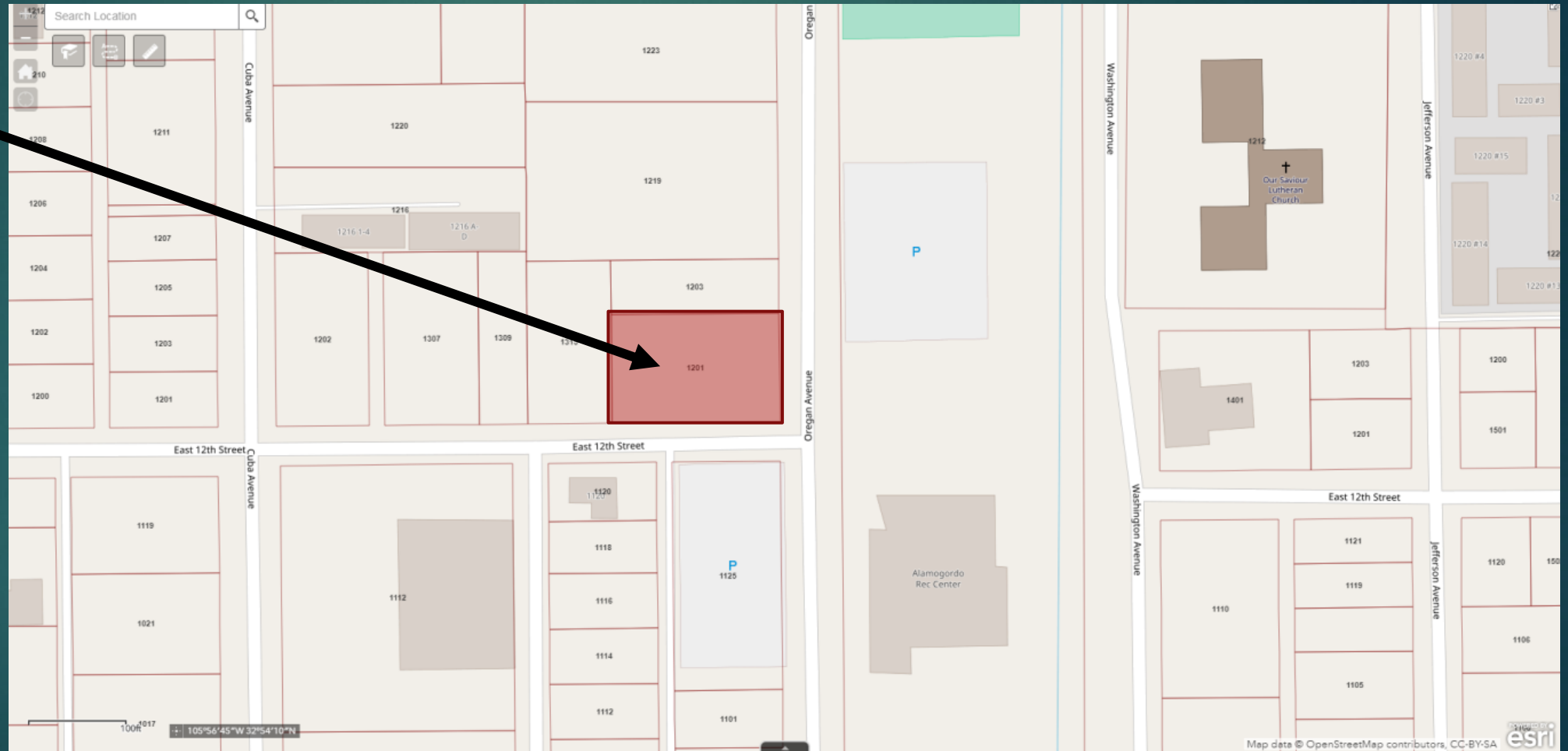
1:2,257
0 0.01 0.03 0.06 mi
0 0.03 0.06 0.1 km

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Case: Z-2018-0003(A)

Tonight's Case



Case: Z-2018-00003(A)

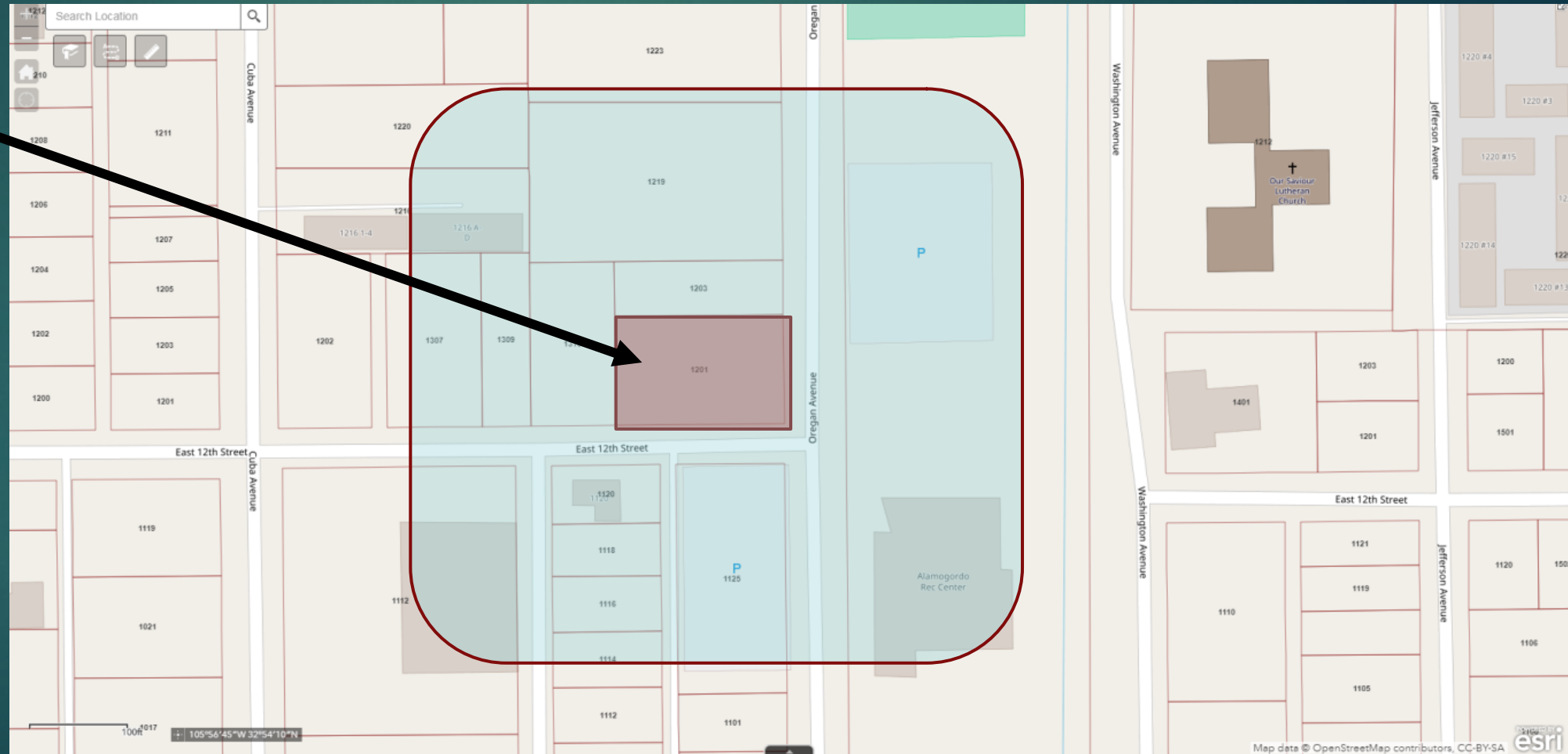
Tonight's Case



Z-2018-0003(A)

Within 200ft protest radius

Tonight's Case



Case: Z-2018-0003(A)

Findings of Fact

- ◆1. The property is located at 1201 Oregon Ave within the city limits
- ◆2. The property is owned by Gary Miesner a.k.a. Wyatt Earp
- ◆3. The request is to amend the zoning map to change the zoning from R-1 Single Family District to R-3 Two-Family Dwelling District. The request is so the applicant can bring his residence and use of the property into compliance with city ordinance. Citizen complaint driven correction.
- ◆4. The application was filed on May 3, 2018
- ◆5. A legal notice was published May 13, 2018.
- ◆6. Twenty (20) letters were mailed by certified/return receipt to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property for which the zoning is sought.
- ◆7. As of today there have been no letters returned undeliverable and no phone calls or letters of protest have been received from property owners within the two hundred feet radius of the proposed zoning.

Case: Z-2018-0001(A)

Staff Recommends:

Staff and P&Z Commission recommends **approval** to City Commission.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/17/2018

Report No: 19.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon, first publication of Ordinance No. 1574, to change zoning from R-1 Single Family to R-3 Two-Family for the address of 1201 Oregon Ave. only case: Z-2018-0003(A) (*Darron Williams, City Planner*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for first publication

Background: Consider, and act upon, first publication of Ordinance No. 1574, to change zoning from R-1 Single Family to R-3 Two-Family for the address of 1201 Oregon Ave. only (*Darron Williams, City Planner*).

ORDINANCE No. 1574

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS ALAMO BLOCKS, LOT 3, S 100', BLOCK 229, ALAMOGORDO, OTERO COUNTY, NEW MEXICO FROM THE PRESENT DESIGNATION AND ZONING DISTRICT OF R-1 SINGLE FAMILY DWELLING TO R-3 TWO-FAMILY DWELLING, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, Gary Miesner, AKA Wyatt Earp (hereinafter referred to as "the Owner") is the owner of certain real property commonly known as ALAMO BLOCKS, LOT 3, S 100', BLOCK 229, ALAMOGORDO, OTERO COUNTY, NEW MEXICO (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

WHEREAS, an application has been filed in the Owner's name under Case No.

Z-2018-0003(A) to change the zoning of the Property, and

WHEREAS, the Planning and Zoning Commission, after notice and hearing did recommend to the City Commission adoption of an ordinance amending the zoning map by removing the Property from the present designation and zoning district of R-1, Single Family Dwelling District to R-3, Two-Family Dwelling District.

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

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

ALAMO BLOCKS, LOT 3, S 100', BLOCK 229

Is hereby changed from R-1, Single Family Dwelling District to R-3, Two-Family Dwelling District; and the official zoning map and comprehensive plan of the City are hereby amended to reflect this change.

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

CITY OF ALAMOGORDO, NEW MEXICO a

New Mexico municipal corporation

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/20/2018

Report No: 20.

Submitted By: Petria Schreiber

Subject: Consider, and act upon, a Memorandum of Understanding with Otero County regarding use of Fairgrounds Parking Lot through the end of 2018 or when a formal lease agreement is reached, whichever occurs first. *(Petria Schreiber, City Attorney)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the MOU based on direction given to the City Attorney at the June 26, 2018 meeting.

Background: The attached MOU gives Otero County the use of the Fairgrounds Parking Lot through the end of 2018 or whenever a formal lease agreement is reached, whichever occurs first. This requires that the County insure the parking lot and name the City as an additional insured. This is a stop gap measure while the City and County attorneys work on a lease proposal for both commissions.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO AND THE OTERO COUNTY BOARD OF COMMISSIONERS

This Memorandum of Understanding (MOU) memorializes the agreement between the City of Alamogordo (City) and the Otero County Board of Commissioners (County). The purpose of this MOU is to memorialize the agreement between the City and County regarding use of the parking lot owned by the City adjoining the Otero County Fairgrounds.

1. The Otero County Fair and Rodeo will be held September 19, 2018 through September 23, 2018.

2. The City agrees that the County may use the portion of the parking lot adjoining the Otero County Fairgrounds which is owned by the City from the date signed by all parties until either December 31, 2018 or until a formal lease agreement is reached.

3. The County agrees that they will secure insurance to cover that portion of the parking lot, ensure that the City is listed as additional insured and provide proof of such to the City Attorney's office no later than September 10, 2018.

4. Each party has had a reasonable opportunity to read this entire Agreement, to discuss its contents and meaning with a representative of their choosing, and that the terms of this Agreement are understood and voluntarily accepted.

IN WITNESS WHEREOF, City and County have executed this Memorandum of Agreement on the date set opposite their signatures.

OTERO COUNTY BOARD OF COMMISSIONERS

Date: _____

Pamela Heltner
County Manager

Attest:

Robyn Holmes, County Clerk

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

Date: _____

Maggie Paluch
City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/20/2018

Report No: 21.

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 Alamogordo Public Library 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 Liason - Melissa Garcia.
The following individual is interested in being appointed to the board:
Jessica Hoidahl - If appointed, this will be her first term.

Community Development Advisory Committee. Six (6) vacancies. Staff Liaison - Debbie Osborne.
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.

RECEIVED

JUL 12 2018

CITY CLERK

City of Alamogordo

APPLICATION TO SERVE ON A CITY BOARD/COMMITTEE



Name: JESSICA HOIDAHL

Home Phone: (575) 386-7157

Work Phone: (575) 437-6120

Cell Phone: (575) 386-7157

Fax No: _____

Email Address: cpd@alamogordo.com

Is the above Address within City limits? Yes ☒ No _____

Mailing Address: 1317 E. Canal St., Alamogordo, NM

Present Employer: Alamogordo Chamber of Commerce

Board/Committee you wish to serve on:

1st Choice: Alamogordo Library Board



2nd Choice: Housing Authority Advisory Board



3rd Choice Senior Volunteer

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

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

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

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

Experience and education relating to the Board/Committee:

I don't have experience with the Library; however, I do feel the Public Library is an important asset to our community and I would

love to be a part of the Board. I have worked for the Housing Authority and have experience with the need in this community.

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

- addressed in previous response

Please return completed application to:

City Clerk's Office

1376 E Ninth Street

Alamogordo, NM 88310

Phone: (575) 439-4205 Fax: (575) 439-4396

Email: adjones@ci.alamogordo.nm.us

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 07/24/2018

Report Date: 07/18/2018

Report No: 22.

Submitted By: Petria Schreiber

Subject: Adjourn into Executive Session in compliance with 10-15-1(h), NMSA 1978 (as amended) to discuss threatened or pending litigation; specifically CAPPED vs the City of Alamogordo.

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: