



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

August 28, 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

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.

1. Approve the minutes for the August 14, 2018 Regular meeting. *(Rachel Hughs, City Clerk)*
2. Consider, and act upon, the Lodger's Tax Expenditures for Tourism & Advertising *(Michelle Brideaux, Communications & Marketing Administrator)*
3. Approve the annual Airport Maintenance Grant. *(Jim Talbert, Airport Manager)*
4. Consider, and act upon, final 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) *(Stella Rael, Acting City Planner)* **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARINGS

5. Consider, and act upon, Application 1097136, The Local by Memories, a Restaurant Beer and Wine Liquor License With on the Premises Consumption Only With Patio Service located at 1223 N. New York Ave, Alamogordo, NM 88310. *(Rachel Hughs, City Clerk)*

NEW BUSINESS

6. Consider, and act upon, approving commencement of foreclosure proceedings to recoup the remaining LEDA funds owed to the City by Premier Pellets. *(Petria Schreiber, City Attorney)*
7. Consider, and act upon, Memorandum of Understanding with the HIDTA White Mountain Task Force. *(Brian Peete, Chief of Police)*
8. Consider, and act, upon, Resolution No. 2018-41 adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommended projects for Fiscal Years 2020-2024. *(Sue Ashe, Accountant and Katie Josselyn, Acting Finance Director)* **(Roll Call Vote Required)**
9. Consider, and act, upon lifting stage 1 water restrictions. *(Larry Garner, Public Works Director)*
10. Consider, and act upon, first publication of Ordinance 1577, an ordinance amending section 2-14-040 of the Alamogordo Code of Ordinances regarding economic development. *(Petria Schreiber, City Attorney)* **(Roll Call Vote Required)**
11. Consider, and act upon, a request for authority to commence foreclosure proceedings on unpaid liens. *(Petria Schreiber, City Attorney)*
12. Consider, and act upon, postponing the joint meeting with the Otero County Commission. *(Maggie Paluch, City Manager)*
13. Consider, and act upon, postponing or cancelling the Commission meeting of September 11, 2018 due to the September 11th Ceremony. *(Richard Boss, Mayor)*
14. Presentation on the Alamogordo Parks Division "5-Year Plan." *(Erik Marion, Parks Manager)*
15. Appointments to Boards and Committees. *(Richard Boss, Mayor)*

EXECUTIVE SESSION (Roll Call Vote Required)

16. Adjourn into Executive Session in compliance with 10-15-1(h), NMSA 1978 (as amended) to discuss real property located at 200 S. Florida and 209 E. Tenth Street.

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date:

Report No: 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the August 14, 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
AUGUST 14, 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 6:30 p.m. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present. Invocation was given by Pastor Gilloth and the Pledge of Allegiance was led by Commissioner Hernandez.

APPROVAL OF AGENDA

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

PRESENTATIONS

1. Presentation of the Citizen of the Year proclamation for Teresa Ham. (*Richard Boss, Mayor*)

Mayor Boss presented Ms. Ham with a proclamation for Citizen of the Year.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

City Manager Paluch made the following remarks:

1. She announced that there is a lot of movement on the Sahara Apartments. She said today Public Works crews are removing and disposing of the front porch structures, as well as the rotted wood exterior stair wells. She neither of these contain asbestos. Last Thursday, Parks Maintenance crews removed and disposed of the overgrown brushes and the brick planters. On Monday August 20, 2018, Southwest Abatement and Jack Wayte Construction will mobilize. The Fire Department and/or the Police Department will enter the structures to verify there are no vagrants or human presence in the structures, and during the first few days a silt fence and dirt berm will be constructed around the perimeter. She said this is a requirement of the storm water pollution prevention plan. The berm is going to contain that residual liquid, resulting from the exterior wet encapsulation. The contractor will also peel off the exterior brick, which does not have asbestos in it, and haul that brick to the Public Works yard. On Monday August 27, 2018 the abatement and demolition will begin. She said to expect one structure to come down at a time.
2. She reminded everyone that there will be a Special Commission meeting on Tuesday August 21, 2018 at 6:30 p.m. She said Mr. Chun, the Manager of the Family Fun Center, will be here to speak to the Commission about his progress on that project.
3. She spoke on Kids Kingdom. She said the site accessories were delivered last week. The concrete slabs for the two shade structures have been placed. The contractor is setting forms for the sidewalk to the south parking area and the rock wall is being constructed and should be completed by the end of this week.
4. She gave a shout out to the Community Services Department for all their hard work this summer season. She said the Library summer reading program finished strong with over a 1,000 children and

131 adults participating. She said Recreation Center Facility Manager Michaud was insanely busy. Camp Cottonwood had 600 children in attendance this summer. The after school frenzy program, the first five-weeks are already full with 175 children. The H2O To Go Program was brand new this year, it was a program for advanced swim training. She said a lot of the youth in that program are a part of the High School Swim team. There were over 55 children that showed up every morning for training with the High School swim Coach. She said regular swim lessons had 350 participants. She said attendance camps had 10 participants per camp, there were two of them. They had a brand new program for the preschoolers for attendance camp and there were five preschoolers that attended.

5. She said the final Fourth Friday will be on August 21, 2018 at the Zoo. The band will be Smoke and Mirrors. She said for numerous years in a row the Fourth Fridays continue to be a huge success. She said we have an average of about 1,200 residents that show up.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Payne made the following comments:

She spoke on her neighbor's daughter passing away. She said Officer Edwards was there and he took great care for her. She thanked the Police Department. She said we don't always think about those kind of things, we think about them being on the streets and patrolling our streets, but they have to deal with this as well and it is not easy. She said also, we have a Pastor in town from Westminster Presbyterian, Shelbe Moon who has just been diagnosed with acute leukemia. She said he has 10 children and his wife was a swim Coach for the High School. She asked if they can keep them in our their thoughts and prayers.

Commissioner Hernandez made the following comments:

He said going off City Manager Paluch's report about a lot of different functions this summer. He said he keeps hearing there is nothing to do in Alamogordo. We don't have babysitting services, but we have a lot to do. He said he appreciates our City staff and everything the City does for the community, but you have to get out of your house and away from the video games to find those things to do.

CONSENT AGENDA

2. Approve the minutes for the July 24, 2018 Regular meeting and the July 30, 2018 Special meeting. (Rachel Hughs, City Clerk)

3. Approve the statements related to the Executive Session held on July 24, 2018. (Rachel Hughs, City Clerk)

4. Consider, and act upon, a request related to the Alamogordo Fire Department applying for the FY19 Fire Protection Grant through the New Mexico Public Regulation Commission (PRC) (Jim LeClair, Fire Chief)

5. Consider, and act upon, entering into the updated "Mutual Aid Agreement" with Holloman Air Force Base. (Jim LeClair, Fire Chief)

6. Consider, and act upon, entering into a Public Safety Memorandum of Understanding between Holloman Air Force Base (49th Medical Group), the Alamogordo Fire Department and the Alamogordo Police Department. (Jim LeClair, Fire Chief)

7. Consider, and act upon, final 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)

8. Consider, and act upon, release of liens which have passed the statute of limitations of four years. (Petria Schreiber, City Attorney)

City Clerk Hughs asked to remove Item #2 from the Consent Calendar.

Mayor Boss asked to remove Item # 7 from the Consent Calendar.

Commissioner Rardin asked to remove Item # 8 of the consent calendar.

Commissioner Hernandez moved to approve items # 3, 4, 5 and 6 from the consent calendar.

Commissioner Rardin seconded the motion.

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

ITEMS REMOVED FROM CONSENT AGENDA

2. Approve the minutes for the July 24, 2018 Regular meeting and the July 30, 2018 Special meeting. (Rachel Hughs, City Clerk)

City Clerk Hughs said there needs to be an amendment for the heading of the July 30 Special meeting. She said it currently reads June, it should be reading July.

Commissioner Rardin moved to approve as amended.

Commissioner Payne seconded the motion.

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

7. Consider, and act upon, final 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)

Mayor Boss said approval of this Ordinance is amending the laws that the State of New Mexico determined to be necessary for our State's traffic safety. We do have the authority to make change because we are a home rule Municipality. He said out of 103 municipalities in New Mexico, only 11 operate under the Home Rule. He said 91 operate under general law of the State of New Mexico and one operates under a territorial charter. That means at a minimum, 89 percent follow New Mexico State traffic laws. He said of the 11 municipalities that are home rule, that would include Alamogordo, he was unable to determine what percent of the 11 cities, that have home rule, have modified this rule or this particular provision of the law, but he would bet that most have not made this modification. He said the bottom line is that he thinks they have a potential safety issue. He said by amending this he thinks they have an enforcement problem, if they deviate from the State Law. He thought the enforcement problem is going to be very difficult for our officers to know whether a trailer has been parked on the street for 12 hours or not and they've got other things to do other than go around checking whether a trailer was parked overnight. He said in his opinion if they enact Ordinance 1575, the community will be less safe than it is at this moment. He said further he has a problem changing a law because a sitting City Commissioner received a warning for illegal parking of a trailer. The current law has worked for a relatively long period of time and he has not heard any complaints. He said he has had comments from people that ride bicycles, and they are opposed to this. He said they said it is awkward for them when they are riding on the streets to get around trailers, and even walkers it is a problem for them. He said he really does not see why they want to risk the safety of our children and change this Ordinance. He said out of the 11 communities that are home rule, he wished they did have a figure on that, but he suspects we are probably going to be one of the very few that have changed that Ordinance to allow the trailers to be parked for 12 hours. He said he was a building contractor, he parked the trailer on the street, he left the vehicle hooked up to it and pulled it away and if he wanted to go to lunch they usually took their lunch with them. He said he's also lived in areas where the trailers were parked and children were playing and it creates a hazard for children.

Commissioner Hernandez moved to approve.

Commissioner Rardin seconded the motion.

Roll call vote was taken.

Motion carried with a vote of 6-1-0. Mayor Boss voted nay.

8. Consider, and act upon, release of liens which have passed the statute of limitations of four years. (Petria Schreiber, City Attorney)

Commissioner Rardin wanted to make sure that any of the properties they talked about in their dilapidated structures meeting were not on here.

City Attorney Schreiber said 118 New York is on here, but they have other, newer, outstanding liens. She said they are on this list, but we would not be able to move forward with one lien in any case.

Commissioner Payne asked how Quality Inn ended up on the list. City Attorney Schreiber answered it is an unpaid water bill. Commissioner Rardin asked why they still have water. City Attorney Schreiber answered they don't at this time, but they did at one point, about four-years ago. She said this is the same property that has an awning issue currently, that we are working closely with Code Enforcement to get cleaned up.

Commissioner Rardin asked if this was the old Holiday Inn. City Attorney Schreiber said it is right next to Applebee's. Commissioner Payne said no, Quality Inn is right across the street. City Attorney Schreiber said it is under that name, she does not know if that was owned by that person, but that's who had ownership of the property at the time of the water bill. Commissioner Payne said so this is the one that was Best Western at one time. The Commission discussed the location of the Quality Inn. Commissioner Payne said she does not think that they are talking about the same Quality Inn. City Attorney Schreiber said this is under an old name.

Commissioner Rardin asked why they don't take the initiative to get these collected. He said he remembers when he was on the Commission prior, they would write stuff like this off every year. He asked why they don't have a dedicated Collection Officer. City Attorney Schreiber said on the next Commission meeting agenda you are going to see a request from her to start foreclosing on some of these liens. She said one of the things that she promised the Commission when she started is that she would clean the lien book up. She said this is a result of them taking a deeper look into the lien book, actually pulling every single lien from the County Office and making sure that we have let go of the ones that we needed to let go of and now we are current. So, next meeting you will see a list of liens that we are requesting to foreclose on. She said the last list that they approved, they are getting phone calls, they are getting payoffs, and they are getting the structures cleaned up and agreements from people. They have had great success with that thus far without having to file any actual foreclosures.

Commissioner Rardin said it's more of why are they even letting it get to the lien point, is more of where his question is. He asked why they don't try to collect it prior to the City having to file the liens.

City Attorney Schreiber said there are collection processes that our Water Billing and Code Enforcement Departments go through. Once we start abating property, like for example with the weeds, they send multiple notices and try for, in some cases, well over 6 months to work with the property owner. She said their collection rates aren't great on those type of things when they can't even get them to clean up the property. She said a lot of times they are dealing with abandoned structures and that kind of thing.

Commissioner Hernandez stated the lien process actually works. He said the last one they did, he received a couple of phone calls from people asking what they can do. He also mentioned that he continues to see the same names, just under different addresses. He said that is something that they may need to look at too, how they let people get away with thousands of dollars in some cases.

Commissioner Rardin moved to approve.

Commissioner Hernandez seconded the motion.

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

NEW BUSINESS

9. Discussion of the Alamogordo Fire Department in regards to types of funding sources to fully staff the Alamogordo Fire Department. (Jim LeClair, Fire Chief)

Fire Chief LeClair showed a power point presentation. He talked about the total expense with the five-year plan and types of grants and loans available. He briefly described what each grant would be used for and the requirements for each grant. (See Power Point Presentation in Blue Book).

City Manager Paluch continued off the power point presentation and talked about the hold harmless gross receipt tax. She said staff did not pull together particulars other than what is on the slides for the hold harmless because what staff is looking for this evening is some direction on what the Commission would like to do with regards to hold harmless as well as loans from the New Mexico Mortgage and Finance Authority. She said those are the two options that would cost the City and the taxpayers more money, obviously than applying for grants. She said Fire Chief LeClair will be chasing every last dollar of grant money that he can find out there. She said they are just looking for discussion with the Commission and some direction for staff on which way the Commission would like for staff to move and they can start doing some more research and pulling together some documents for the Commission to look at for a future Commission meeting.

Mayor Boss said he would be interested in seeing which other cities have already initiated the hold harmless. He said it would be interesting to see what other cities of similar size have done.

City Manager Paluch said she believes that some of that information was in the hold harmless analysis that the Commission received, but staff can bring that back to the Commission in open session.

Commissioner Rardin said he for one is not in favor of raising our gross receipts tax. He said in Alamogordo it is already at 8% thanks to Otero County. If we enact three-eighths percent, we are going to be at eight and three-eighths percent which will be one of the highest tax rates in the whole State. He said we are looking for ways to save money, generate money but if we pass an eighth or a quarter percent of it and dedicate for Fire, then we can only use it specifically for Fire. He said the Legislators intent when they gave authority to do this was so we could put it in our General Fund, which is our least restricted money, so we could use it wherever we need to. He said his personal feeling is they should not pass it specifically for Fire, and it is nothing against Fire, but he does not want to limit ourselves two or four years from now. He said he was hoping with their discussion with the County, that maybe they could talk them into repealing a little bit of theirs because they passed it all at the same time. He said they passed an eighth of a percent to do some pet projects in Chaparral, and then they went back in and passed the other quarter to do their other pet projects. He said as far as grants go, let's apply for as many of them as we can. He said capital outlay money as well, he is sure they can get the legislators if we need fire trucks and that kind of stuff. Anything up to a half million bucks we could put it on our ICIP and potentially ask for one of those guys to help us fund that, or a couple of those guys.

City Manager Paluch told Commissioner Rardin he is right. She said a joint Commission meeting with the County will be on September 6, 2018, and hold harmless is one of the topics to discuss with the County.

Commissioner Hernandez said as far as the County repealing any of theirs, that's not going to happen. He said they are already claiming that they are completely broke. He agreed with not specifying it to a certain account, but then he disagrees because, not that he is planning on making any changes, but if we have any change in management and that is just an open fund it could be used for anything, and that would be his concern. He said then we would be back in trouble again, where we are at today. He said that is why he would specify that it goes to a specific account, not even public safety, he would specify public safety/Fire only in the wording because of that. He said we know that we are ten years out at least in getting all that, and whether we do an eighth of a percent or three-eighths percent it's still not going to come close unless we can get quite a few of those grants. He said and having that money back-up would help in those grants. If we happen to hit one, then we are not trying to figure out how we

are going to match it. He said he is not in favor of raising taxes, but he is in favor of public safety.

Mayor Boss said he has been told at meetings by more than one Mayor that we were crazy for not having done it. He agreed with Commissioner Hernandez 100 percent, he does not like raising taxes either.

Commissioner Hernandez said if we would have enacted years ago, he would have voted no because we had no need for it at that point. He said today, we actually have a need for it and there is something specifically that we could spend the money on that's going to benefit everybody in the community. He said if you raise your tax three-eighths percent, and that's gross receipts tax, you are getting something for it. It is not just going into the general fund to where City Manager Paluch can spend all she wants or needs to. He said he is just picking on City Manager Paluch tonight. He said it is specified for that particular account and it raises public safety. He said it is a tough one for him but it's kind of a no brainer.

Commissioner Payne asked Commissioner Hernandez if he was suggesting three-eighths. He answered he is suggesting that, probably at first, we figure out what the maximum that we are going to need to get one of these grants, and it looks like ten percent on the one and make sure that we have that money available, whatever that is.

Commissioner Sikes agreed that raising taxes right now would be a seriously detrimental thing to put our GRT at the highest in the State. She said if they are going to give staff direction, she would like to see what their loan threshold is, how much they can actually borrow. If we've not accessed anything from the New Mexico Finance Authority since 2002 or 2001, see what their loan capacity would be because we probably have the money to apply to debt service on a loan. She said they are usually pretty fair. She thought that they looked at the possibility a couple of years ago at financing some police cars and it was a pretty fair percentage rate. She said she would look at that before she would look at raising taxes.

Fire Chief LeClair said the Fire Department's debt will be paid in 2020, so they will not owe anybody anything. Commissioner Sikes asked him what is our current debt service to that. He said per year, it's somewhere around \$50,000.

Mayor Pro-Tem Baldwin thanked Fire Chief LeClair for the presentations. He said this is his second one in as many months, this is a lot of work for you and your staff and we appreciate that. He said he did not realize that for item number 9, we were really going to be discussing potential future taxes, hold harmless taxes and stuff like that, but his stance in the subject is kind of really been the same, he is not for it. He would agree with every single Commissioner. He does think, as quick as this came to them, we've all understood that the Fire Department was underfunded or understaffed, and it has been for quite some time. He feels like we need more planning, as far as, how to pay for those things. He asked Fire Chief LeClair what the total amount was for the five years. He answered about \$10.5 million. Mayor Pro-Tem Baldwin said he is not willing to go down the road of our hold harmless tax for multiple reasons. He said first and foremost, being that he thinks there could be a battle between what dedicated fund that goes to, whether it's Fire, Police or some other fund that actually might need that. He said he means it's going to be tough to decide where that fund actually goes. He said he is in favor of a portion of that hold harmless whenever it does need to be enacted, going to a dedicated fund and a portion going to the general fund as stated by Commissioner Rardin. He said he is on the fence on this, but just wanted to state that so that everybody knew.

Fire Chief LeClair said if we chase the safer grants, we need to cognizant of the fact that we will be required to make up the difference. Mayor Pro-Tem Baldwin said sure. He said he knows everybody at the dais knows this and of course Fire Chief LeClair's staff knows this, but for the public and for the record, "You guys have knocked it out of the park every time you guys have gone for grants". It's not like these four or five grants that we just looked at, are new to you. He said you guys have always gone for the money without coming to us for the money and we definitely appreciate that as much as

you have.

Mayor Boss said we should be careful of what we ask for. He said he thinks it was Commissioner Hernandez that asked for that.

Commissioner Rardin asked Fire Chief LeClair if we have looked into a public/private partnership to design build the fire stations. He said sometimes it saves money.

Fire Chief LeClair said if he recalls back when Station 8 was being designed, he thinks the Rabon's actually offered that. He was not sure exactly what happened with that, but if he recalls correctly, it kind of fell through.

Commissioner Hernandez told Mayor Boss that he knows he was joking about his comment earlier, but he said he stands behind asking the question and getting the Commission to this point at least. He said he appreciates Fire Chief LeClair and his staff, and City Manager Paluch and her staff. He said growing up in Alamogordo, all his life he has always heard that we don't have this or that and this is one of the reasons that we don't have the infrastructure to grow. If we don't get that infrastructure to grow we are going to stay stagnant, we are going to stay exactly where we are at. If we don't spend this money, if we don't do this, and not just with the Fire Department, with our City as a whole. He said a lot of you weren't here when Dan Malone was here. He said Dan Malone did a lot of good things for the City of Alamogordo. We had an enormous bank account, but we had everything failing. He said when Dan Malone left, the City hired Bob Stockwell and he spent probably about 80 percent of that money, but we had new water lines, new sewer lines, new streets, new City Hall and several other things with that and we started to grow. He said we are going back to that stagnant stage and he does not want to see us be there.

Mayor Boss said unfortunately we do not have those reserves now that they had back then. Commissioner Hernandez said he understands that, but we do have options. He said Chief LeClair has gone after some of these and continues to go after them. He said his main comment is that if we don't do anything today, we are going to be here tomorrow, exactly where we are at. He said he does not know of anyone in this room that wants to be there.

Commissioner Payne agreed 100 percent with Commissioner Hernandez. She asked Fire Chief LeClair if he had said the last opportunity for a Station Construction grant was back in 2009. He answered, yes ma'am. She said that is an option. She asked Fire Chief LeClair in his experience how often has he seen them. He said back in 2009, the opportunities were there and they were giving them out to communities that were actually in the need of providing public safety to the communities. He said what he sees now is that they roll that part of the grant over into the AFG grant. So the AFG grant is very broad as to what you can actually apply for. One thing to point out, something that would actually help our community greatly is if we could work towards achieving the first year goal. He said just the simple fact of hiring those 12 driver operators it would be amazing what it would do for our department. He said that he feels is very doable and it would provide an abundance of safety on the fire grounds, just by doing that first goal. He said you are looking at almost a million dollars.

Mayor Boss asked Fire Chief LeClair when he says that we can do that, is he talking about with grants and budget. He answered we can do that with a safer grant, but we would have to figure out as a City entity how we are going to come up with the other monies that fourth year to fully fund those positions.

Commissioner Payne asked if that was on the documentation. A few of the Commissioners answered yes. Commissioner Payne asked so that is included in this \$3 million, that's not just those 12 positions. Fire Chief LeClair explained that the first year goal is a total of \$975,912.96. He said that is taking care of the 12 driver/operators, and their equipment could be chased down by grant funding. He said it could come out of our fire fund budget, so equipment, uniforms, utilities, fuel, all that would come out of our fire fund budget, all we would have to do is figure out how we are going to chase the money to fund those positions and that would be huge.

City Manager Paluch asked Fire Chief LeClair to talk about what those 12 driver/operators would do to the ISO rating. He said the last ISO visit, what held us back from becoming an ISO 2, which they missed by tenths of a point was staffing. He said if we had those positions, basically what it is going to do is allow firefighters to promote up to driver/operator positions, which he probably sees most of them doing. He said you have to understand there are a lot of firefighters that just want to be firefighters. He said then it would allow them to backfill those firefighter positions which are already funded. He said with that being done, he guarantees they would be an ISO 2 with no problem and the results of that would be insurance rates coming down for the entire community, it would increase their fire fund budget substantially. He said going from an ISO 4 to an ISO 3, we took our fire fund budget up around \$60,000 or \$70,000, if he recalls correctly. By going to an ISO 2, it is going to increase it even more.

Commissioner Rardin said by 2020, the Fire Department will owe no money as far as loans. He asked Fire Chief LeClair if that is just on the equipment. Fire Chief LeClair said that is on Stations and equipment. Commissioner Rardin said he is not sure how that works, as far as DFA, he is assuming when we borrow money as a City it is to fund that. Fire Chief LeClair said basically what happens is before we receive our fire fund distribution, they automatically take that debt out of our fire fund.

Commissioner Rardin said he is not against potentially borrowing money, he knows that we've got to have the revenue in order to pay the debt service back. He said staff could look at several of those options, and he is not 100 percent against the Hold Harmless, but he wants to use that as their last resort because of the fact that our tax rate is already one of the highest and could potentially be the highest in the whole State. He suggested to look at DFA, Capital Outlay and that kind of stuff.

Mayor Boss said he would be curious to see that list, referring to the list of cities with tax rates. He said we are one of the lowest right now. City Manager Paluch said no sir, we are relatively high. She said if you look at Alamogordo and you talk about either Ruidoso or another vacation community like Taos, they are higher than us, but we are higher than some of the communities of comparable size. Mayor Boss asked about Las Cruces. She said she believes they are a little bit higher than us. She said staff will bring back to the Commission some more information on the New Mexico Mortgage and Finance Authority loans; if we have the capacity to, and if we don't know when we'll have the capacity to do some more loans and then we'll also bring back that list. She said the list is quite small but she will see if she can condense into some of the Cities of comparable size. She said we'll have another presentation in a few meetings from now, if that is fine with the Commission.

10. Consider, and act upon, Resolution No. 2018-36 donating thirty seven (37) MSA, SCBA air cylinders to Otero County. (Jim LeClair, Fire Chief) (Roll Call Vote Required)

Fire Chief LeClair said they have a total of 37 30-minute MSA air bottles that they do not use in their department, they use 45-minute or hour bottles. He said these have been sitting around for several years and the County has showed a need for these bottles. He asked for permission to get these bottles to them.

Commissioner Rardin moved to approve.

Commissioner Wright seconded the motion.

Roll call vote was taken.

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

11. Consider, and act upon, Resolution No. 2018-37 donating one (1) 1996 Pierce/International 4900 Navistar 2-D Fire Truck to Otero County. (Jim LeClair, Fire Chief) (Roll Call Vote Required)

Fire Chief LeClair said after the purchase of three new fire apparatus, this is one of the trucks that they were required to sideline. He said the County has shown a need for this truck and most likely it is going to go to the La Luz Fire Department, if the Commission will allow them to donate the truck.

Commissioner Hernandez said a couple of things that he is concerned with is he has been through and looked at some of the County's yards, they have a lot of equipment just sitting there. He said he does not want this truck to sit there. He said if that is the case, we can auction it off and put that money back to use. If we can get some kind of letter from them that says that it would be put to use and not sit in a yard or used for them to sell it and make money on it, he does not have a problem with this.

Mayor Boss said that is a good point. He asked if we can get an agreement like that to where we can't donate it to them and they turn around and auction it off and take the proceeds. City Attorney Schreiber answered we can certainly, in terms of some sort of MOU (Memorandum of Understanding) with the County regarding the fire truck. She said the problem is if we are going to transfer ownership like Chief LeClair is requesting, then they would acquire ownership rights. She said maybe we would want to look into another way to do that, which is something she is more than willing to look at if the Commission would like her to. Mayor Boss said he thinks they should.

Commissioner Rardin asked if they can stipulate that the County puts into use within a certain timeframe, otherwise it comes back to the City. He said he agrees with Commissioner Hernandez, he does not want to see it go sit in a yard and just rot away. City Attorney Schreiber said sure we can ask that it gets put to use and used for a period of time and if not it will revert back to us, it is a standard reverter clause. She said as long as the County will agree to that, she can prepare a document and speak with the County Attorney. Mayor Boss asked if they would also include where they could not sell it over a certain period of time. City Attorney Schreiber said they could do that.

Commissioner Hernandez moved to approve with the stipulated concerns.

City Manager Paluch said they need to table this item.

City Attorney Schreiber asked if they can table the item and she will bring an MOU back to the Commission, so at that point we can make sure that the County is on board with that. Mayor Boss asked Commissioner Hernandez if he would be willing to retract his motion. Commissioner Hernandez said yes we can just table it.

Commissioner Rardin moved to table to a future meeting.

Commissioner Hernandez seconded

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

12. Consider, and act upon, an agreement with Alamogordo Public Schools related to School Resource Officers. (Brian Peete, Police Chief)

Police Chief Peete said we are just requesting authorization approval from the Commission to assign a fourth School Resource Officer (SRO) to Alamogordo High School, which would make two there and the other two are at the middle schools. He said APS is going to pay for half of the salaries and benefits and we are going to pay for the other half out of the current budget.

Mayor Boss asked Police Chief Peete if they are adding one more Officer. He answered no sir, we are taking one off the streets and moving her to the School. Mayor Boss said that is what I mean, we are adding one more School Officer. He asked if that was going to hurt him by losing that Officer. Police Chief Peete said no it won't, he prefers to have as many officers on the streets, but he understands that school safety is a very important thing. He said as he mentioned earlier at the Chamber of Commerce, for the first time in years the Alamogordo Police Department actually has bodies in every position that they have allotted, with the exception of one detective.

Commissioner Hernandez moved to approve.

Commissioner Payne seconded the motion.

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

13. Consider, and act upon, letter of support for notice of intent to apply for 49 U.S.C. Section 5311, Federal Transit Act funds for Fiscal Year FY20 in the amount of \$136,427.75. (Joe Hardin, Z-Trans Public Transportation Director)

Mr. Hardin said every year they have to re-apply for the Section 5311 funds. He said they are applying for FY 20, which starts in October of next year. Their process actually started this April and they have a definite timeline that they had to go by. He said they used to only have letters of support, and now FTA (Federal Transit Act) requires them to have letters of financial support. He said they are applying for everything that they would like to do, and they'll do what they can with the funding that they get. He said right now they have two hours on three of the routes that they don't run because of funding. He said they would like to put those hours back in. He described the routes and the times that they are closed. He said this would allow them to add that time back in, and run it from 6:00 a.m. till 7:30 at night. He said if they don't ask FTA for the money up front, they will never get it. He said they might not get all the funding they need, but they'll ask for it.

Mayor Boss asked Mr. Hardin if they ask for that amount, then the City is committed to the additional \$26,427 match on that. He answered if they decide to do a letter of financial support in that amount, then you are or up to that point. He said it is cost reimbursement, so they are not necessarily going to spend all of that, but consider that they would, that would be the total. Mayor Boss said they are going from \$110,000 currently, up another \$25,000. Mr. Hardin said correct. Mayor Boss said we are basically giving him a letter guaranteeing that. Mr. Hardin said the letter of financial support you give will be what you are going to put into it. He said they asked Ruidoso for \$44,000 and they decided on \$40,000 so that is what they are going to work with.

Commissioner Sikes asked Mr. Hardin if he doesn't get what he requests, we will only be obligated to pay what you get. He said correct. She said it could be less than \$26,000. Mr. Hardin said right, we would try to use all we can and work it in how we can. He said they have not increased their budget in four or five years, they have kept it flat. He said we know it is difficult with everyone coming to the Commission for money, but they would definitely like to put those hours back in if they can.

Mayor Boss asked City Manager Paluch about the City's budget on this. She said this would come from fund 44 the transportation fund. She said she did not have the exact numbers this evening, but in this year's budget, if you recall fund 44 was used. There was money in it, that was available to use for the Hollamo express. She said it does seem, based on the budget figures this year, that fund could accommodate the extra \$26,427. She said again this would be for FY20.

Commissioner Sikes said she attends a transportation meeting every month. She said one of the highlights of every meeting is when Mr. Hardin gives us the ridership numbers from Zia. In the course of time that we've been providing our portion of the money, the ridership has gone up considerably. She said these numbers are in the nine to ten thousand range every month. She said it is obviously something that the City needs, that the people want, that can only get better by extending his route by three hours. She said she cannot see any downside to it, plus what Mr. Hardin hasn't told us is that they are now taking over the Ruidoso runs. She said all she is seeing in Zia is positivity and expansions, so she would fully support providing this letter for them to do this.

City Manager Paluch said to expand on what Mr. Hardin said, this is reimbursable up to the amount for Z-Trans. She said they report their numbers on a monthly basis to the Grant Administrator at the City, then we cut a check to Z-Trans. She said it is up to \$110,000 which is current, or up to \$136,000, which is what they are asking for.

Mr. Hardin said they try every year to make their system better. This year they've added Wi-Fi to all their buses, they are now fully ADA compliant and they now have a digital app to track all their buses. He said right now, if you look at the NMDOT (New Mexico Department of Transportation) prioritization, they are ranked number one in the State. He said because of that, DOT has asked them to talk to Ruidoso and the Downs and see about taking over their system up there. He said in no way would

their funds ever go up there and their funds come down here. He said we are just expanding our entire system.

Commissioner Sikes said they provide to Zia certain amount of money every year. She said if they had to provide an entire bus system, public transportation without Zia, they would be spending well over a million and half dollars every year. She said people who want to put businesses in Alamogordo look at is public transportation. She said it is such a good deal for us.

Mr. Hardin said one of the reasons he thinks it does save the City money is because Zia provides the capital, the City does not have to bear that cost. He said they do that through their advertising which allows them to buy buses.

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

Mr. Hardin thanked the Commission. He said he has been doing this for over 14 years and they have seen the system grow, and they have seen the support for the system, which is great because this is for the City. He said it is for the citizens. He said for the month of July they had over 11,000 riders.

14. Consider, and act upon, the award of RFP 2018-004 Advertising and Marketing Services to Hayduk King Advertising. (*Michelle Brideaux, Communications and Marketing Administrator*)

Communications and Marketing Administrator Brideaux said the last time they went out for RFP on this was 2014. There were four advertising firms submit proposals for this RFP. They evaluated those and had their top two come and give them proposals. She said they ended up going with Hayduk King (HK) Advertising, and she is asking the Commission to award that RFP. She said this is for the Tourism through the Promotions Board and our Lodgers Tax fund 16.

Commissioner Payne asked if this is the same advertising that is doing. Communications and Marketing Administrator Brideaux said no. Commissioner Payne said she knows it is not the same one, but isn't this the same company. Communications and Marketing Administrator Brideaux answered yes. She said HK Advertising is who they have used over the past four years. She said in the end they will provide them the best advertising and the best guidance especially because we are a New Mexico TRUE community and they are the best at that. They are a certified New Mexico Ad agency and she thinks they will provide them with the best guidance on how they can move forward to better utilize the funds they have for fund 16 and get the most bang for the buck for tourism here in our community.

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

15. Consider, and act upon, first publication of Ordinance 1576 amending Section 12-04-015 of the City of Alamogordo Code of Ordinances regarding firework dates of use. (*Petria Schreiber, City Attorney and Jim LeClair, Fire Chief*) (Roll Call Vote Required)

City Attorney Schreiber said we heard a presentation last meeting, we've been approached by a Commissioner about bringing this Ordinance forward again. She said this is our firework's Ordinance with the dates just pared down. She said instead of going June 20th through July 8th, we just go from July 1st to July 6th and from December 28th to January 1st, and on Cinco de Mayo and including Chinese New Year. She said we did set some times that they cannot be set off between the hours of 10:00 p.m. and 6:00 a.m. with the exception of New Year's Eve where fireworks are permissible on December 31st ending at 1:00 a.m., but all fireworks must comply with the City's Noise Ordinance. She said there still are State Laws regarding fireworks, we still have those in other chapters that she can discuss if the Commission has any questions about what is permissible as far as a firework, but this is just our

recommendation.

Commissioner Rardin asked if they extend the time to midnight instead of 10:00 p.m. on July 4th only. City Attorney Schreiber said they only set it at 10:00 p.m. because the City's fireworks show ends by 10:00 p.m. Commissioner Rardin said he thinks our noise Ordinance, if he is not mistaken, is 10 to 6. Commissioner Payne said only on July 4th. Commissioner Rardin said yes on July 4th only.

City Attorney Schreiber asked Commissioner Rardin if he would like to add to the last sentence, with the exception of New Year's Eve and the 4th of July, where fireworks shall be permissible on the 4th of July and December 31st ending at 1:00 a.m. on July 5th and January 1st. He said yes, if nobody else has any problems with that.

Commissioner Rardin moved to approve as amended.

Commissioner Wright seconded the motion.

Roll Call Vote was taken.

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

16. Consider, and act upon, approval of an Agreement to Recapture Cost of Sewer Line between the City of Alamogordo and Champs Investments III, LLC d/b/a La Vista Mobile Home Park for the installation of sewer line from the City's line to La Vista Mobile Home Park. (Petria Schreiber, City Attorney and Brian Cesar, Assistant City Manager)

Assistant City Manager Cesar said normally extensions of water and sewer mains within the City are not a City function, that is born by the developers. He said in this instance there is a trailer park on Canyon Road that has had an issue for a number of years with their septic system. He said in working with the Environment Department, they are now required to connect to the City's sanitary sewer system. He said in the area of 711 Canyon Road, we do not have a City main, they do not own the property between the existing City main and their property, so they are going to have to extend across private property through platted easements to get up to this trailer park. He said what they are asking for is a recapture clause. He said we do have one, that he can think of, or a water line that goes out to the Golf Course area. In this agreement, if the Commission approves it, for the next seven years anyone that connects to this sewer line, that this private individual put in, the City will collect one one-twentieth of the total cost of the installation of the sewer main. He said Commissioner Wright brought this to his attention this morning, item number two in the agreement actually needs to be modified. He read "the owner agrees to abide by and comply with the layout and drawings that is finally approved by the City", that needs to be changed to the City of Alamogordo, and the rest of that "and the State of New Mexico Construction Industries Division (hereinafter NMCID)" needs to be stricken, the rest of that sentence up to the point where it says "finally approved by the City", it should stop at that point, have a period, and strike the NMCID.

Commissioner Rardin asked him for future development up above, is an 8-inch line large enough. Assistant City Manager Cesar answered when the property owner came to discuss this with the City, we pulled out the wastewater master plan, it shows line sizes, etc. and an 8-inch will serve the upper area of Canyon Road. He said this will not do anything below this point, it will take a lift station to take the wastewater up to this point, but for Canyon Place going out towards Ocotillo for future expansion in that area, yes the 8-inch line is correctly sized.

Commissioner Rardin asked if there is any intent to take that line up further to Scenic. He said he did not think there is a line up Ocotillo to Scenic, so there is no sewer service up there.

Assistant City Manager Cesar answered there is not, or on Canyon Road, or on Canyon Place. At this time the Engineering Department and the Public Works Department doesn't have a plan on the books to extend sewer mains up to that point. There may be a developer off of Scenic that may want to extend those sewer mains. He said we have looked in the past in this area of possibly doing a special assessment district, but previous Commissions were not interested in doing that. Commissioner Rardin

said okay, he just knows that it is an issue in that area and the closest one is down Ocotillo almost at Florida or down to Cassidy, that is where it pretty much stops. He said that is a pretty long length in the event that Scenic ever develops, we would have to look at figuring out how to get that in there.

Mayor Boss said he noticed there was no recommendations from staff. He asked Assistant City Manager if he would make one. Assistant City Manager Cesar he would recommend to approve it.

Commissioner Hernandez moved to approve.

Commissioner Rardin seconded the motion.

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

17. Consider, and act upon, Resolution No. 2018-42 requesting Recreation Fee Schedule- Restructuring. (Regina Michaud, Recreation Facility Manager) (Roll Call Vote Required)

Recreation Facility Manager Michaud said they are looking to restructure the recreation fees. She said there are quite a few account lines that are impacted by this, as well as , many individual fees ranging from \$3.00 up to over \$100. She said if the Commission had a chance to look over the materials and had any questions, she could address those. As well as, if the Commission would like for her to take them through some of the key points, she could do that as well.

City Manager Paluch thanked Recreation Facility Manager Michaud and Community Services Director Ortega. She said they met about this some months ago and they went line by line and the three of them were excited about the punch passes, especially for the senior citizens. She said if they purchase a punch pass then it is at a highly reduced rate than the normal daily fee and one of the other things that they were talking about is what is really nice is they have a lot of visitors that come in the summertime from Texas who bring in their entire family. She said they can purchase a 10 punch pass, and that can be utilized for the entire family, not just for the person that purchases it.

Recreation Facility Manager Michaud said this was a restructuring. She said the last time the City did an increase was in FY 16 and before that she believes it was at an interval of 10 years. She said what they did in FY 16 was a straight across the board 10 percent increase on all fees. She said they did an in-depth look and did some comparison shopping with other regional communities, as well as locally. She said so this is a restructuring, it includes increases, but it also has decreases and elimination of some fees as well. She said what they are trying to do is simplify the fee structure, but at the same time because we are simplifying it and taking it out of base fees, then we can then use these base fees, apply out and expand our fees without consistently coming back to the Commission to approve them. She said it kind of relieves the Commission on some regards and opens up a lot of opportunity for us. It will also reduce the staff time and the time trying to figure out what is my best bet on these fee systems. It does greatly simplify it and they do have great discounts. She said if you are looking at a 10 or 30 visit, those are a lot of areas that you are going to see some fee reductions versus an increase. She said overall though, our base daily use fee is going up and this will capture revenue from persons just coming in occasionally. Those dedicated or regular users, they are going to see the same savings or maybe some better savings than they have in the past.

Mayor Boss noted that the Parks and Recreation Board voted on this and numinously approved it.

Mayor Pro-Tem Baldwin asked if the expense of the Recreational Center about \$480,000 a year.

City Manager Paluch said to be honest, she does not want to answer this evening. Mayor Pro-Tem Baldwin said ballpark income 45. Recreation Facility Manager Michaud said ballpark income revenue is around \$220,000. She also said she is sorry she cannot pull the total number out of her head, but expenses are probably around triple of what their revenue brought in is. She said in FY 16, when the 10 percent increase went across the board that was trying to capture some of that cost of living increases that had happened in that past ten years. Unfortunately, at that same time we had to switch over to a new software system, which basically ate up that extra revenue that they captured and the

fees that were required with it. She said they did not actually see any benefit or extra revenue out of that increase. She said if you look from FY 16 till now, cost of living increases have roughly been around three percent. What we are looking to do here is increase about five percent knowing that our staffing costs are going up over the next couple years, as well as, operating so this would catch your last three years at three percent plus then anticipate another two percent over the next two or three years.

Mayor Pro-Tem Baldwin asked what kind of percentage increase on your revenue she anticipates. Recreation Facility Manager Michaud answered roughly around a five percent increase. She said the impact was hard to calculate because we are going from passes and memberships to passes, but we are expecting about five percent so about \$10,000 to \$12,000. Mayor Pro-Tem Baldwin said yeah, some of it you won't even know until you. Recreation Facility Manager Michaud said no, once we implement it, then roll it out and see what our users are going to actually partake of.

Commissioner Hernandez moved to approve.

Commissioner Payne seconded the motion.

Roll Call Vote was taken.

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

18. Consider, and act upon, appointing a City Commissioner to the Otero County Economic Development Council Board as an ex-officio member. (*Maggie Paluch, City Manager*)

Commissioner Payne said she has been attending their meetings every month so she wouldn't have any problems doing this.

Commissioner Rardin said the intent is to share the information with the Commission. He said he is not sure how they are going to do that. Commissioner Payne said she would be happy to. Commissioner Rardin said it would be just to provide a little bit of transparency. Commissioner Payne said she will just do it in Commissioner's comment at the next available meeting after.

Commissioner Payne asked City Manager Paluch if OCEDC (Otero County Economic Development Council) is in agreement with this. She answered yes, this was actually one of their recommendations in the RFP. She said we have not actually signed a contract with them because we were waiting to make sure that this went through with the Commission and you appointed somebody. She said if you do that this evening we will get with OCEDC tomorrow and get that contract signed as soon as possible.

Mayor Boss asked if at one point they considered appointing a staff member on the board. City Manager Paluch answered yes, that is something that OCEDC at this point and time is not in favor of. Mayor Boss asked if they gave a reason for that. City Manager Paluch said this is for the regular board not the Executive board. She said she was incorrect there, it was on the Executive Board that they did not recommend for a Commissioner or a staff member. She said she was incorrect in her last statement, they did recommend for a staff member and a Commissioner on their regular board, not their Executive Board. She said we do not have a City Planner currently employed at this time. She said City Attorney Schreiber is standing in on that role for LEDA projects and Assistant City Manager Cesar and herself are also working on LEDA. She said once we get a City Planner we'll determine how we are going to handle LEDA and that stuff, and that staff member will be part of the regular board with the City Commissioner.

Mayor Pro-Tem Baldwin moved to appoint Commissioner Payne.

Commissioner Wright seconded the motion.

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

EXECUTIVE SESSION

19. Adjourn into Executive Session in compliance with 10151(h), NMSA 1978 (as amended) to discuss Limited Personnel Matter regarding allegations of Governmental Code of Conduct violations and Acquisition of Real Property located at 711 Texas Ave.

Mayor Pro-Tem Baldwin moved to adjourn at 8:19 p.m.

Commissioner Wright seconded the motion.

Roll Call Vote was taken.

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

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)

Approved at the Regular Meeting held on August 28, 2018.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/22/2018

Report No: 2.

Submitted By: Michelle Brideaux

Subject: Consider, and act upon, the Lodger's Tax Expenditures for Tourism & Advertising (*Michelle Brideaux, Communications & Marketing Administrator*)

Fiscal Impact: \$2,500

Amount Budgeted: \$20,000.00

Fund: 016-0001-419.57-93

Additional Fiscal Impact:

Recommendation: Approve the recommended expenditures for Tourism & Advertising from the Funded Events Budget Line

Background: Fund 16 budgets money each year to support the advertising of local non-profit events that will lead to overnight stays in our community. Non-profits can apply for the funding and be reimbursed up to 50% of the money they spent on Advertising outside of our local area. The Alamogordo Promotion Board has reviewed the request for advertising reimbursement and is recommending a reimbursement of \$2,500 for the money spent on advertising by the Alamogordo Chamber of Commerce to promote the Red, White & Blue Brew & Music Fest held on July 4th 2018. The invoices and examples of advertising are attached for your review.

Advertising total presented to the Alamogordo Promotion Board was: \$5,785.31

The Alamogordo Promotion Board voted to reimburse the Alamogordo Chamber \$2,500 through the Funded Events budget (Line# 016-0001-419.57-93)

OPC News, LLC
Las Cruces Bulletin

1740-A Calle de Mercado Las Cruces, NM 88005 575.526.4712

Alamogordo Chamber of Commerce
Attn: Mike Espiritu
1301 N. White Sands Blvd.
Alamogordo, NM 88310-6659

Invoice # 295921
Account # 977971

Invoice

Publication/Date	Transaction	Amount
06/15/2018	AD#222159 LC BULLETIN: DISPLAY AD	\$ 236.00
	NM SALES Tax	\$ 19.32
	NM COLOR	\$ 0.00
	NM SALES TAX	\$ 0.00
06/22/2018	AD#222433 LC BULLETIN: DISPLAY AD	\$ 236.00
	NM SALES TAX	\$ 19.32
	NM COLOR	\$ 0.00
	NM SALES TAX	\$ 0.00
06/29/2018	AD#222433 LC BULLETIN: DISPLAY AD	\$ 236.00
	NM SALES TAX	\$ 19.32
	NM COLOR	\$ 0.00
	NM SALES TAX	\$ 0.00

Total \$ 765.96

Thank you for advertising with the Las Cruces Bulletin!

LCCT fundraiser features music with theatre's roots

BULLETIN REPORT

When Las Cruces Community Theatre (LCCT) decided to do a fundraiser to help pay for new stage curtains called legs (hence the term, "break a leg" when an actor pushes aside a curtain to enter the stage), theatre board members called on a performer with deep roots in LCCT's history.

Robert Leger and his wife, Cindy, comprise the duo "Ocotillo," which performs a benefit concert at 7:30 p.m. Friday, June 22, at LCCT, 313 N. Main St. They will be joined on various numbers by local performers.

Tickets are \$15.

A wine and cheese reception will follow the

performance.

Robert Leger grew up in Las Cruces, where his parents, Dick and MaryLu Leger, were active in LCCT beginning with the first play at the Fountain Theater (LCCT's original home), "The Silver Whistle," in 1964.

"They both served on the (LCCT) board," he said. "My mother appeared in lots of plays (she was in an early version of Mark Medoff's 'When You Comin' Back, Red Ryder?') and directed musicals, though she couldn't sing a lick. My dad built sets."

Leger and his brother and sister spent much time at the Fountain, at first falling asleep in the back rows during re-

hearsals.

"Later, we helped to build sets, worked backstage or acted. I directed a youth production of 'Life with Father' in my last year or so in Las Cruces," said Leger, who graduated from Mayfield High School in 1975.

The LCCT concert, he said, "will be an emotional homecoming."

Ocotillo, which the Legers formed in 2010, features "a unique pairing of instruments," Leger said.

"Cindy plays cello. I play mandolin and classical guitar. You can find duos of guitar and cello, but mandolin with cello is rare. The only reason we pair them is the instruments came with us into our marriage.

We find a way to make it work. Many of our arrangements feature dialogues between the instruments.

"Our music has been described as 'like therapy you didn't know you needed.'"

Their repertoire includes Bach and other classical composers, Broadway favorites, pop, the Great American Songbook, folk songs, plus originals.

Ocotillo released their debut album, "Enchant-

ment," in 2017. Las Cruces is the last stop on the duo's seven-concert, two-week tour before they head home to Arizona.

Visit ocotillomusic.com, facebook.com/ocotillo and instagram.com/ocotillomusicaz.

Red, White & Blue

Brew & Music Fest



www.Alamogordo.com

Wednesday, July 4th 2018
Hang Glider Park, Alamogordo, NM

Featuring the Bart Crow Band
& Mickey & the Motor Cars
from Austin, TX



10+ hours of Live Music, Beer, Food Vendors,
Corn Hole Tournament, Kids' Watermelon Eating
Contest, Hot Dog Eating Contest, City Fireworks
Display and Much More!

Free general admission for HAFB Active Duty Military and their Family.*

*Tickets must be picked up from the Airmen and Family Readiness Center

All children 12 and younger, free when accompanied by an adult.



Tickets Available on Eventbrite
at www.tiny.cc/BrewsAndMusic



"Ocotillo" is comprised of Robert and Cindy Leger.

PHOTO COURTESY ROBERT AND CINDY LEGER

Musician-storytellers create 'Un-creation'

BULLETIN REPORT

The Dona Ana Arts Council (DAAC) presents the return of Theatre Dojo, the storytelling and musical duo consisting of Randy Granger and Algernon D'Amassa, in the first local presentation of their work in progress, "Songs of Un-creation."

The single performance takes place at 7 p.m. Friday, June 29, at the DAAC Arts & Cultural Center, 1740 Calle de Mercado.

Granger and D'Amassa combine their powers as musician-storytellers to present ancient fable, folklore, myth and music for a modern audience in the guise of two troubadours wandering through time. Their collaboration began in 2014 with their performance of "An Illad," which has toured through five

states, and continued with their award-winning original show, "Killing Buddha."

"Songs of Un-Creation" explores human conceptions of creation, and the nature of story and song. The show is rooted in indigenous American teaching compared to an assortment of stories about humankind's relationship with the Earth. Throughout, the performers maintain a musical pulse and, once again, offer the audience an opportunity to participate as they feel comfortable.

Granger is a national touring musician based in Las Cruces. The multi-instrumentalist, composer, recording artist and singer-songwriter blends elements of Southwest music, such as Native American flutes, with world percussion and distinctive vocals. His work on

hand-pan instruments was profiled on NPR's "All Things Considered" in 2007.

D'Amassa is a journalist and theatre artist based in Deming. He was previously an instructor at New Mexico State University's Theatre Arts department and Creative Media Institute.

Theatre Dojo began in Los Angeles in 2006 as an experimental theatre training workshop for professional and non-professional actors to explore the craft of acting in combination with yoga, meditation and martial arts. It was revived in New Mexico as a storytelling performance project engaging social and philosophical issues.

D'Amassa and Granger combine scripted material with improvisation throughout their performances.

General admission for the June 29 performance

is \$10. Reservations are recommended, as seating is limited.

To reserve seats, visit www.daarts.org or call 575-523-6403. For more information about Theatre Dojo, visit www.theatre-dojo.org or call 575-545-7613.



Randy Granger performs Theatre Dojo in San Diego, California.

Red, White & Blue Brew & Music Fest



www.Alamogordo.com

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Hang Glider Park, Alamogordo, NM

Featuring the Bart Crow Band
& Mickey & the Motor Cars
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PHOTO COURTESY ALGERNON D'AMASSA.

Theatre Dojo performance in Hillsboro, New Mexico, with Randy Granger, left, and Algernon D'Amassa.

Ocotillo



BULLETIN PHOTO BY MIKE COOK

Husband and wife duo Cindy and Robert Leger performed a special fundraiser for Las Cruces Community Theatre (LCCT) Friday night, June 22. Cindy played the bass and Robert played guitar and mandolin on a variety of show tunes, classics and original songs. Better known as "Ocotillo," the duo has been married for 33 years. Their debut album, "Enchantment," was released in 2017. Robert is a former Las Cruces resident who grew up at LCCT, where both his parents were founders and long-time leaders.

Howling Coyote

Now in its 13th year, the Howling Coyote Coffeehouse/Open-Mic, 575 N. Main St., continues on the first Friday of each month. The next installment is July 6, beginning at 7 p.m. Doors open at 6 for those wanting to come early and jam. Numbers are drawn

for the performance order at 6:30.

The event is free and open to the public, with up to 15 acoustic musicians, poets, storytellers and comedians welcome to share 5-10 minutes of family-appropriate material.

The July Open Mic is

dedicated to longtime friend Jim Carlisle Sr., who passed away on June 8. He was 92 and had regularly shared his gifts as a singer, guitarist and storyteller since 2006. For more information, call 575-525-9333 and leave a message.

Red, White & Blue

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June is National Safety Month

By the U.S. Army Combat Readiness Center

What Is It?

The U.S. Army observes National Safety Month, annually by the National Safety Council, promoted in June. This observance focuses on reducing leading causes of fatalities, injuries and illnesses for the service members and employees while on duty, off duty, while driving the nation's roads and highways, and while in the comfort of their homes and communities. This observance offers Army leaders a prime opportunity to review and revitalize their accident prevention efforts and reengage the force on known prevention and risk management.

What has the Army done?

The U.S. Army Combat Readiness Center, in collaboration with the Deputy Assistant Secretary of the Army and the Assistant Secretary of the Army for Installations, Energy and Environment, launches an Army-wide campaign each June to mark National Safety Month.

Information and multimedia products supporting the observance are made available for download from the USACRC public website. Materials typically focus on different aspects of safety in the Army, including civilian injury prevention, ground operations, aviation operations and motor vehicle safety.

What continued efforts does the Army have planned?

The Army will continue its annual observance of National Safety Month with the USACRC providing support with safety in-

formation by way of products and tools for users in the field. While yearly campaigns may differ in topic areas or focus, materials will always be developed according to the Army's latest accident trends and risk mitigation initiatives.

Leaders can continue to increase their level of engagement with their subordinates by: increasing awareness; increasing the recognition of hazards; increasing the need to mitigate risk; increasing the opportunity to change a behavior; and decreasing the opportunity for injury, death, or destruction of property.

Why is this important to the Army?

Preventable mishaps that result in injuries and fatalities reduce the Army's strength and impact combat readiness. The spring and summer months are typically the most dangerous times of year for Soldiers off duty, especially regarding mishaps involving private motor vehicles, motorcycles and personal watercraft. Every day is critical when it comes to risk, and leaders, Soldiers, Army civilians and family members must work together to prevent losses within their formations, organizations and communities.

With National Safety Month, as a starting point for dialogue, leaders can establish or enhance safety programs that pay dividends throughout the year, regardless of season.

Resources:

The U.S. Army Combat Readiness Center; the USACRC Seasonal Safety Campaign; and the USACRC Off-Duty Safety Awareness Presentation.

Wednesday, July 4th 2018
10am to 12am at Hang Glider Park
3000 N. Florida Ave. Alamogordo, NM

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		alamagordodailynews	15,000.00	0.01	
06/11	101249830-06112018	Invoice	Impressions	1	123.75
		alamagordodailynews	15,000.00	0.01	
06/10	101249855-06102018	Newspaper AL- Alamogordo Tax		1	12.27
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06/10	101249855-06102018	Newspaper AL- TNP0005031-01 - Print-El Paso & Alamogordo-Brew & Music	112 BROAD	1	153.33
		AL Daily News	1.00	153.33	
06/10	101249855-06102018	Print to SEO- Alamogordo Tax		1	1.28
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06/17	I01249855-06172018	Newspaper AL- TNP0005031-01 - Print-El Paso & Alamogordo-Brew & Music AL Daily News	112 BROAD 1.00	1 153.33	153.33
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		EP Print to SEO	1.00	6.40	
06/29	101249855-06292018	Main EP- TNP0005031-01 - Print-El Paso & Alamogordo-Brew & Music Fest	112 BROAD	1	168.66
		EP Times	1.00	168.66	
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07/01	I01249855-07012018	Newspaper AL- TNP0005031-01 - Print-El Paso & Alamogordo-Brew & Music AL Daily News	112 BROAD 1.00	1 153.32	153.32
07/01	I01249855-07012018	Newspaper AL- Alamogordo Tax AL Daily News	1.00	1 12.27	12.27
07/01	I01249855-07012018	Print to SEO- TNP0005031-01 - Print-El Paso & Alamogordo-Brew & Music F AL Print to SEO	112 BROAD 1.00	1 16.00	16.00
07/01	I01249855-07012018	Print to SEO- Alamogordo Tax AL Print to SEO	1.00	1 1.28	1.28
07/01	I01249855-07012018	Print to SEO- TNP0005031-01 - Print-El Paso & Alamogordo-Brew & Music F EP Print to SEO	112 BROAD 1.00	1 6.40	6.40
07/01	I01249855-07012018	Main EP- TNP0005031-01 - Print-El Paso & Alamogordo-Brew & Music Fest EP Times	112 BROAD 1.00	1 168.66	168.66
07/03	I01249855-07032018	Print to SEO- TNP0005031-01 - Print-El Paso & Alamogordo-Brew & Music F EP Print to SEO	112 BROAD 1.00	1 6.40	6.40
07/03	I01249855-07032018	Main EP- TNP0005031-01 - Print-El Paso & Alamogordo-Brew & Music Fest EP Times	112 BROAD 1.00	1 168.66	168.66
07/04	I01249855-07042018	Print to SEO- TNP0005031-01 - Print-El Paso & Alamogordo-Brew & Music F EP Print to SEO	112 BROAD 1.00	1 6.40	6.40
07/04	I01249855-07042018	Main EP- TNP0005031-01 - Print-El Paso & Alamogordo-Brew & Music Fest EP Times	112 BROAD 1.00	1 168.66	168.66

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STATEMENT OF ACCOUNT Alamogordo Daily News

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$708.05	\$0.18	\$0.00	\$0.00	\$0.18	\$708.05

Note: Bills are due and payable when rendered. If the ending balance of any statement is not paid in full during the following month, that portion of it which remains unpaid, after application of all payments and those credit which pertain to that balance (rather than to the current month's charges), will be assessed a FINANCE CHARGE of 1.35% per month (an ANNUAL PERCENTAGE RATE not to exceed 18% per year). The minimum FINANCE CHARGE (which will apply should there be any unpaid balance) will be \$0.50. No FINANCE CHARGE will be made if the ending balance is paid in full within the ensuing month.

AMOUNT PAID	BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER INFORMATION ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME
	07/01/2018 - 07/31/2018	42253	42253	ALAMOGORDO CHAMBER OF COMMERCE

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0620000000000422536000000000042253600003977655000708050

082000000000000422536000000000042253600003977655000708050

FAA refuses to regulate airline seating

Bert Jensen
USA TODAY

WASHINGTON — In response to a federal appeals court case, the Federal Aviation Administration said Tuesday that it doesn't need to regulate airline seating because evacuation tests prove there is enough room to maneuver, despite consumer complaints about cramped quarters.

The group FlyRights.org challenged the FAA at the U.S. Court of Appeals for the D.C. Circuit over concerns

that tighter seating with larger passengers could prevent evacuations within the goal of 90 seconds. The appeals panel ordered FAA nearly a year ago to review its safety rules for seating.

In a six-page filing Tuesday, Dorenda Baker, FAA's executive director for aviation safety, said there is "no evidence" seat dimensions "hampers the speed of passenger evacuation, or that increasing passenger size creates an evacuation issue."

But Paul Hudson, the lawyer who filed the case as president of Fly-

Rights.org, said the FAA's response proves his group's argument that full-scale evacuation tests haven't been conducted in decades. As seating has grown tighter, passengers have grown larger, with three out of four Americans now overweight or obese, he said.

"If you don't do the tests, obviously if you stick your head in the sand, you're not going to have evidence," Hudson said.

The lawsuit had noted that the distance between seatbacks, which the industry calls "pitch," has shrunk from 35

inches before Congress deregulated the industry in 1978 to 31 inches on average today, with some at 28 inches. Seat width has also dropped an inch or two from the previous 18-inch average.

But the FAA said there is no evidence that larger passengers will take more than a couple of seconds to get out of their seats.

The FAA also said there is no evidence that the smaller distance between rows "would increase human panic," as the lawsuit argued.



Attorney General Jeff Sessions called changes to affirmative action policies in college admissions Tuesday an effort to restore the "rule of law." He blamed past administrations for imposing new rules without any public notice or comment. JACQUELYN MARTINEAU

Admissions

Continued from Page 1A

admission process. But the opinion's author, Anthony Kennedy, announced his retirement last week, giving President Donald Trump a chance to replace him with a justice who may be more reliably skeptical of admissions programs that take race and ethnicity into account.

The new policy would dramatically depart from the stance taken by the Obama administration, which in a 2010 policy document said courts had recognized schools' "compelling interest" in diverse populations. The guidance said that while race should not be the primary factor in an admission decision, schools could lawfully consider it in the interest of achieving diversity.

"Institutions are not required to implement race-neutral approaches if, in their judgment, the approaches would be unworkable," the guidance said. "In some cases, race-neutral approaches will be unworkable because they will be ineffective to achieve the diversity the institution seeks."

That guidance has now been rescinded, as have more than a half-dozen similar documents, including some that sought to explain Supreme Court rulings affirming the use of race as one of several factors in the admissions process.

The Obama approach replaced Bush-era policy from a decade earlier that discouraged affirmative action and instead encouraged the use of race-neutral alternatives, like percentage plans and economic diversity programs.

The Trump administration's announcement Tuesday is more in line with Bush administration policy, and though the guidance does not have the force of law, schools could use it to help defend themselves against lawsuits over their admission policies. Civil liberties groups decried the move, saying it went against decades of court rulings that permit colleges and universities to take race into account.

"We condemn the Department of Education's politically motivated attack on affirmative action and deliberate attempt to discourage colleges and universities from pursuing racial diversity at our nation's colleges and universities," said Kristen Clarke, president and executive director of the Lawyers' Committee for Civil Rights Under Law.

The Association of Public and Land-grant Universities said it was "very disappointed." Lily Eskelsen Garcia, president of the National Education Association, said "affirmative action has proven to be one of the most effective ways to create diverse and inclusive classrooms."

Ex-Lyft driver in Texas charged with kidnapping

ASSOCIATED PRESS

AUSTIN, Texas — A former driver for a ride-hailing company Lyft faces several criminal charges after police say he sped off twice with a passenger in his vehicle.

Records show 45-year-old Daniel Kiffe was booked into the Travis County Jail on Tuesday, charged with kidnapping, aggravated kidnapping and attempted sexual assault. Austin police say the driver picked up passengers in two occasions but sped off with a

passed-out passenger inside after arriving at the destination. Police say both times the man drove away after a passenger stepped out to help the unconscious friend exit.

Police say one of the passed-out passengers awakened and found the driver trying to force his hands down her pants.

Ride-hailing company Lyft reported the rides did not happen on the company's platform and said Kiffe has been "permanently deactivated."



Juarez Mayor Armando Cabada joins El Paso Mayor Dee Margo and District 1 City Rep. Peter Svarzbein as he addressed invited guests on hand for the signing of The Sister Cities Agreement that was presented at the Joint Council meeting on Oct. 30, 2017. The signing ratified the partnership between the two cities on Tuesday afternoon at a ceremony held in San Jacinto Plaza. RUBEN RAMIREZ/EL PASO TIMES

Mayor

Continued from Page 1A

process and he would like a recount of every vote. Cabada said that among the anomalies in the electoral process, at least 53 polling places reported zero votes for him, and thousands of votes for González Mocken.

Cabada presented a formal request to recount the votes to the city's electoral assembly on Tuesday.

An official at the city's electoral assembly confirmed Tuesday that a recount would be conducted. However, whether that recount would consist of a "vote-by-vote" count, as Cabada requested, had not been determined.

At a rally Monday evening, González Mocken said Cabada has to accept that he lost his bid for mayor.

"Now he wants to challenge the elections. He doesn't know what to do. He should go back to his home, his TV station," González Mocken told his supporters.

Before becoming city mayor, Cabada was a news anchor for Channel 44, which is owned by Cabada's family.

If declared the winner, González Mocken would be Juárez's mayor for the second time.

González Mocken, an attorney, served as mayor from December 2015 to October 2016. He was appointed after Enrique Serrano resigned to run for governor of Chihuahua. Serrano lost the election against Javier Corral, Chihuahua's current governor. The governor serves a single term of six years.

González Mocken left the PRI before joining Mexico President-elect Andrés Manuel López Obrador's MORENA, which is a syllable acronym for the National Regeneration Movement.

On Sunday, people across México voted in elections to decide the presidency, as well as a variety of legislative, state and local offices. Furious at spitting corruption and violence, Mexican voters unleashed a political earthquake by electing the leftist firebrand as president and giving him a broad mandate to overhaul the political establishment and govern for the poor.

Allen B. Flores may be reached at 546-6362, aflores@elpasotimes.com. @AllenBFlores on Twitter.

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Britain's health service to reduce some treatments

ASSOCIATED PRESS

LONDON — Britain's National Health Service has proposed cutting back on operations including breast reductions and anti-morning treatments as part of plans to save money and reduce "unnecessary or risky procedures."

National medical director Stephen Powle said the health agency could save an estimated 200 million pounds (\$264 million) a year by tightening the criteria for treatments where the risks could outweigh the benefits. The list of 17 treatments under consideration to be halted or reduced includes tonsil removals and procedures for carpal tunnel, hemorrhoids and vari-

coses. Authorities will discuss the proposals this week.

The announcement came as demonstrators marched Saturday in London to mark the 70th anniversary of the NHS and demand an end to funding cuts under the Conservative government.

Protesters carried placards and banners reading "Standing together for the NHS" and "NHS SOS" as they streamed toward Parliament.

Valerie Roseman-Quarshie said she wanted to give the NHS a "really good cheer" as she held a birthday card aloft to be signed by passing protesters.

"They've been there for me when I was sick and I just want to be there for them," she said.

Mexico

Continued from Page 1A

tel-related violence, and Mexico's lagging wages. Polls suggest he has a double-digit lead.

In the past, he's been compared to the late Venezuelan President Hugo Chávez, a socialist dictator who led Venezuela into chaos and frequently bashed the United States.

That has some business leaders in El Paso and other areas of the U.S. Mexico border nervous about what Lopez Obrador's election would mean for the North American Free Trade Agreement renegotiations, the recent opening of Mexico's oil and other energy markets to outside companies, and relations between the two countries in general.

"It depends on which Lopez Obrador steps forward — the more moderate one who has been campaigning the last few months, or the extreme left one of the past," said Alan Russell, chief executive officer of El Paso's Tecma Group of Companies, which operates factories in Mexico for dozens of companies from the United States and elsewhere.

"I know my business friends have concerns," Russell said.

Jon Barcia, chief executive officer of the Borderplex Alliance, the El Paso-based regional economic development organization, said he hopes Lopez Obrador sheds most of his nationalistic, populist rhetoric of the past in favor of the "more pragmatic, centrist view" that he's displayed in statements made in recent weeks, he said.

Tony Payan, a former political science professor at the University of Texas at El Paso, and now director of the Mexico Center at Rice University's Baker Institute in Houston, said the question is this: "Which Lopez Obrador will we be getting — the pragmatic one, who as Mexico City mayor was great at making deals with the business community and others to push his agenda, or the one who hates the political institutions and political class and wants to destroy them?"

Barcia said Lopez Obrador's most recent comments about NAFTA "seem to be more conciliatory and pragmatic. However, he said, 'I don't expect negotiations to be made any easier by his election.'"

"The NAFTA negotiations are on pause right now until the election, then we'll see what happens," Barcia said. "I'm optimistic we can reach a good agreement and (reinvigorate) strong binational relationships. The stakes are too high."

PAN, PRI candidates far behind in polls

Polls show Lopez Obrador, of the National Regeneration Movement, known as the Morena party, far ahead of Ricardo Anaya, the National Action Party, or PAN, candidate favored by the Mexican business community, and even further ahead of Jose Antonio Meade, candidate for the ruling Institutional Revolutionary Party, or PRI. Jaime Rodriguez Cabello is running as an independent.

Mexico President Enrique Peña Nieto, of PRI, is leaving office Dec. 1. Mexican law allows only one, six-year presidential term.

If elected, Lopez Obrador wants his team to participate in NAFTA talks before he takes office, one of his top economic advisors recently told Bloomberg TV.

Payan, the Rice University political scientist, said polls were wrong in the U.S. presidential election in 2016. But he said, that's not likely to happen in Mexico because so many different polls have Lopez Obrador with insurmountable leads, he said.

The election may be closer than many think because about 20 percent of the electorate are still undecided, Payan said.

But the anti-Lopez vote is too divided to seriously challenge his lead, Payan said.

"The binational relationship gets more complicated" if he wins, Payan said. "Expect radical policy changes in Mexico."

AMLO not tied to NAFTA 'sticking points'

However, Lopez Obrador "could actually move NAFTA negotiations forward," Payan said.

He's not committed to some of the negotiations' current "sticking points" — wages, dispute resolutions, and a treaty sunset provision — that has Peña Nieto's administration hesitating, Payan said.

"I think he wants NAFTA to remain in place, but unlike PRI and PAN (Mexico's establishment political parties), he doesn't see not having NAFTA as a catastrophe," Payan said. "Some of his economic advisors have said if NAFTA were to go away, it may actually free the next administration to be more creative in its commercial, industry, and monetary policies."

A leftist Trump?

"He is a populist from the left and (President Donald Trump) is a populist from the right," Payan said. So while they are at the opposite ends of the political spectrum, they share some of the same populist views of politics, he said.

"They may find a lot of common ground," he said. Trump's constant Mexico bashing has helped Lopez Obrador "portray himself as the savior of Mexican

"Having two presidents that are both very vague and sort of unpredictable is not good for business."

Brad Keats

Keats Southwest

dignity," Payan said.

On the campaign trail in Juarez in April, Lopez Obrador told a rally that Mexico will not be Trump's plaything, Payan noted.

"It's important to say that Lopez Obrador has not shown an anti-American streak," Payan said. "His nationalism is inwardly focused. He's more concerned about Mexican workers, poverty, and corruption than the position of Mexico in the world."

At his final campaign rally June 27, in Mexico City's Azteca Stadium, Lopez Obrador told nearly 100,000 cheering people that he would not fight with the U.S. government and promised to reduce the poverty and joblessness that forces Mexicans to emigrate, The Associated Press reported.

Boosting wages is common ground

"He has said he wants to double the Mexican minimum wage right away" — something Trump would welcome, Payan said.

The Trump administration is attempting to get a provision in NAFTA that would require that a certain percentage of a car be made by workers who earn above a particular wage — \$16 per hour was the proposal in May — in order for the car to trade duty free in the North American trading bloc, according to the Wall Street Journal.

Mexican vehicle-assembly workers made less than an average \$8 per hour in 2017, with workers at Mexico auto-parts plants making less than \$4 per hour, according to the Center for Automotive Research, a non-profit research group, the Wall Street Journal reported.

Such a wage provision would likely be easier to get through a Lopez Obrador administration, Payan said.

Open energy market in doubt

Lopez Obrador is likely to slow or halt some of the recent changes made to open Mexican energy markets to outside investors, experts have said.

"He's said energy dependence is not good for Mexico," Anaya said.

The Borderplex's Barcia said, "Lopez Obrador revisiting the (Mexican) constitution changes for the energy industry should be concerning to Americans and concerning to Mexicans who are looking for an expansion of jobs."

"I am one of the people who hoped we could create a North American energy union," Barcia said.

Businesses want NAFTA to remain

Brad Keats, who's been working for his uncle's El Paso metal stamping factory, Keats Southwest, for eight years, has been keeping an eye on the Mexican election because in about two months he's moving to the Mexican state of Queretaro. The Keats companies, based in Chicago, operate a small, 18-month-old metal stamping factory there. He will be the plant's commercial director, handling new business development.

"Free and open trade with Mexico is most important to our business. And that's what we are looking for from leadership on both sides of the border," Keats said. "I hope this issue (NAFTA renegotiations) gets resolved and we are not working with the uncertainty that has plagued the two trading partners since Trump was elected."

"Having two presidents that are both very vague and sort of unpredictable is not good for business," Keats said, referring to the likely election of Lopez Obrador.

Ever since NAFTA's life span has been in limbo, Russell, the CEO of El Paso's Tecma, has insisted that U.S.-Mexico trade would continue unabated because the business ties between the two countries is so strong.

However, commerce between the countries is "greater and better if NAFTA is there," Russell said. "People would be hurt" without it, he said.

Mexico and NAFTA have been good for Russell's company. Tecma has been in expansion mode, and now operates 70 plants in several cities in Mexico, including 35 in Juarez, for various companies.

"I'm pretty bullish on Mexico no matter who is elected," he said.

Loss could bring chaos

And if Lopez Obrador were to lose?

"He likely would mobilize millions of people (in protests), and paralyze the country," Rice University's Payan predicted.

When he narrowly lost the 2006 presidential election, Lopez Obrador alleged voter fraud robbed him of the presidency. He declared himself the "legitimate president," and his protest to shut down central parts of Mexico City for weeks, Reuters reported.

Vic Kalem may be reached at vkalem@elpasotimes.com; 546-6422; @vickaleme on Twitter



Thousands of people march during a vigil Friday to remember the five Capital Gazette employees slain in Annapolis, Md. (AP Photo/Chris Cullen)

Gunman

Continued from Page 1A

gate but fell short of leading authorities to pursue charges or Twitter to ban him. Twitter suspended Ramos' account Friday but declined to comment on that.

Ramos' grudge with the Capital Gazette dated back to a July 2011 article chronicling his guilty plea for harassing a former high school classmate by email, phone and Facebook.

A year later, Ramos filed a defamation lawsuit against the paper in a Maryland state court and later added a charge of invasion of privacy over the newspaper's coverage of his conviction.

The lawsuit was dismissed, but that did not stop Ramos from launching a Twitter campaign in which he unleashed vitriol against the paper and its staff, including threats against the former staff reporter who wrote about his harassment conviction, Eric Thomas Hartley, and retired publisher Tom Marquardt.

In one haunting February 2015 tweet, Ramos' account said, "I'll enjoy seeing @capgaznews cease publication, but it would be nice to see Hartley and Marquardt cease breathing."

Ramos' Twitter account featured journalist Hartley's picture as its avatar and included the tagline "making corpses of corrupt careers." On Hartley's forehead was photoshopped a symbol from the Japanese manga and anime series "Berserk," which recounts the ritual murder of people marked with it. Ramos also photoshopped the symbol on Marquardt's head.

Since Nov. 20, 2017, Ramos mentioned in tweets @ethartley or his last name 107 times, Marquardt by name or as "Evil Tom" nearly 100 times, and @capgaznews more than 50 times, according to a USA TODAY analysis.

The account regularly attacked the newspaper and its journalists, including a reference to the deadly shooting at the French paper Charlie Hebdo in 2015.

It had been dormant since January 2016. Shortly before the shooting Thursday, it posted a message: "F--- you, leave me alone." That was the same message it posted the day after the state's second-highest court upheld a ruling in favor of the newspaper.

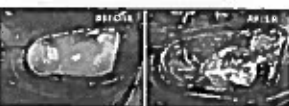
Marquardt told the Capital Gazette that he called Anne Arundel County Police years ago to express his concerns about Ramos' attacks on the paper and its journalists on social media.

"I was seriously concerned he would threaten us with physical violence," Marquardt said. "I even told my wife, 'We have to be concerned. This guy could really hurt us.'"

Anne Arundel County Police Chief Timothy Altamare said a detective was assigned to investigate the matter in May 2013, but the paper ultimately declined to pursue criminal charges.

"There was a fear that doing so would exacerbate an already flammable situation," Altamare said.

Some law enforcement experts questioned whether Ramos' online posts crossed a legal threshold that would have allowed police to file charges.



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AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/24/2018

Report No: 3.

Submitted By: Jim Talbert

Subject: Approve the annual Airport Maintenance Grant. (*Jim Talbert, Airport Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve as requested

Background: Each year the State offers the Alamogordo White Sands Regional airport an 90/10 reimbursable maintenance grant with the State's maximum contribution of \$10,000. Therefore the city's contribution is \$1,000. For FY 19-20 the State has offered a two year grant with the State's maximum contribution of \$20,000, making the City's contribution \$2,000. This grant will cover 2 FY's instead of one and can be spent at any rate. That is the airport could spend all \$22,000 in one FY, but will have nothing for the other FY. This two year grant will eliminate some paperwork and remove some delays. It is also a more efficient means of spending the grant. The grant is limited to AWOS maintenance, NWS services and consumable items such as lights and herbicides. This two year grant may result in the necessity of some funds being carried forward.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form



Date

Aug 6, 2018

Project Location

ALM - ALAMOGORDO MUNICIPAL AIRPORT

Sponsor

ALAMOGORDO, CITY OF

Address

1376 EAST 9TH ST

City

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The Sponsor must print and mail (3) three copies all with original signatures to:

**NMDOT - AVIATION DIVISION
PO BOX 9830
ALBUQUERQUE, NM 87119**

Participation

STATE ONLY

Funding Breakdown

90-10

Contract No. _____

Project No.

ALM-19-01

Vendor No.

0000054303-5

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

AIRFIELD MAINTENANCE AND CONSUMABLE ITEMS

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State

\$ 20,000

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. That an airport facility that receives funds under the Aviation Act shall not charge landing fees for aircraft, except for aircraft used in commercial activities for compensation.
- g. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- h. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, 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 limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

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

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name: Daniel R. Moran
Title: Grants Administrator

Address: New Mexico Department of Transportation - Aviation Division
PO Box 9830
Albuquerque, NM 87119
Office: (505) 244-1788 ext. 9112
Fax: (505) 244-1790
E-mail: dan.moran@state.nm.us

Name	JIM TALBERT		
Title	AIRPORT MANAGER		
Sponsor	ALAMOGORDO, CITY OF		
Address	1376 EAST 9TH ST		
City	ALAMOGORDO	NM	Zip Code 88310
Office Phone	+1 (575) 439-4110	Fax	
E-Mail	jtairportmanager@ci.alamogordo.nm.us		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

SPONSOR

Print Name: _____

By: _____

Date: _____

Title: _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/22/2018

Report No: 4.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon, final 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) (*Stella Rael, Acting City Planner*) (**Roll Call Vote Required**)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for final publication.

Background: Consider, and act upon, final publication of Ordinance No. 1574, to amend the official zoning map of the City of Alamogordo and rezoning the property of 1201 Oregon Ave. from R-1 Single Family to R-3 Two-Family (*Acting City Planner Stella Rael*).

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: 08/28/2018

Report Date: 08/20/2018

Report No: 5.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, Application 1097136, The Local by Memories, a Restaurant Beer and Wine Liquor License With on the Premises Consumption Only With Patio Service located at 1223 N. New York Ave, Alamogordo, NM 88310. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Application No. 1097136.

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 27, 2018 and August 28, 2018. These publications meet the State regulations of publishing a notice twice prior to the hearing.

The applicant, Community Based Restaurants of Alamogordo, LLC DBA The Local by Memories Application No. 1097136 is seeking a Restaurant Beer and Wine Liquor License With on the Premises Consumption Only With Patio Service located at 1223 N. New York Ave, Alamogordo, NM 88310.



Susana Martinez
Governor

Robert "Mike" Unthank
Superintendent

Pat McMurray
Deputy Superintendent

Claudia Armijo
Deputy General Counsel

Debra A. Lopez
Acting 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

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

July 13, 2018

Certified Mail No.: 9171 9690 0935 0079 1767 95

RECEIVED

JUL 18 2018

CITY CLERK

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

Re: Lic. No. /Appl. No.:	Application No. 1097136
Name of Applicant:	Community Based Restaurants of Alamogordo, LLC
Doing Business As:	The Local by Memories
Proposed Location:	1223 N. New York Avenue, 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.

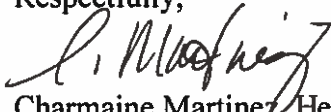
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

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

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

JUN 04 2018

2088315

AGD USE ONLY: Payment| Application Fee \$ 200 Received on: 6-4-18 Receipt No. ALCOHOL & GAMING DIVISION
License Fee \$ _____ Received on: _____ Receipt No. _____
Application # 1097134 Local Option District: _____

RESTAURANT LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

Check appropriate boxes:

Application is for: ☐ New Restaurant Liquor License

Applicant is: ☐ Individual ☒ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT (company or individual) ADDRESS (including city, state, zip) TELEPHONE NUMBER

Community Based Restaurants of Alamogordo, LLC

D/B/A Name to be used: The Local by Memories Business Phone #: 575-437-0077

Email Address (required): cbralamogordo@gmail.com

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)
1223 N New York Avenue, Alamogordo, NM 88310

Mailing Address: 1223 N New York Avenue, Alamogordo, NM 88310

Agent/Contact Person: Stephen Heetland Phone#: 575-437-0077 Email: steve.heetland@gmail.com

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

I, (print name) Stephen Heetland, as (title) Senior Member

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.

You must sign and date this form before a Notary Public.

Signature of Applicant: _____

Date: 7 May 2018

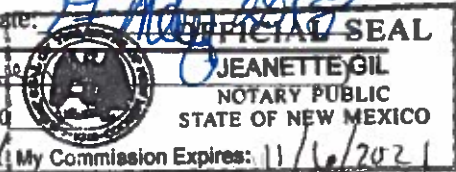
NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Doña Ana)

SUBSCRIBED AND SWORN TO before me this 17th day of May, 2018

By: Stephen Heetland

Notary Public: Jeanette Gil

My Commission Expires: 11/6/2021



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: _____



RECEIVED

JUN 04 2018

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): Alondra Properties, LLC

B. Date and Term of Lease: 25 April 2018, Year to Year until terminated by owner or tenant

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: First Baptist Church Miles/feet: 1760 feet

Address/location of Church: 1100 Michigan Ave, Alamogordo, NM 88310

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

Name of School: Imago Dei Academy Miles/feet: 1760 feet

Address/location of School: 1100 Michigan Ave, 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: 12 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): _____

*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-010-2018

May 9, 2018

Community Based Restaurants of Alamogordo
DBA The Local by Memories
1223 New York Ave.
Alamogordo, NM 88310

RE: Zoning: **1223 New York Ave.**
Legal Description: ALAMO BLOCKS BLK 52 LT 11, LT 12 N 1/2
Alamogordo, Otero, New Mexico
Map Code 01N-4-055-094-113-052 & PC 01-01453

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 **1223 New York Ave.** 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 **1223 New York Ave.** is within the **C-3 Business District** per the City of Alamogordo Zoning Map, which does not prohibit the sale of beer and wine. Alamogordo Municipal Code Chapter 29, Zoning, allows restaurants 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

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JUN 04 2018

ALCOHOL & GAMING DIVISION

RECEIVED

CITY OF ALAMOGORDO
APPLICATION FOR:
ZONING ANALYSIS / ZONING COMPLIANCE CERTIFICATE
APPLICATION
BASIC INFORMATION

DWILLIAMS@CI.ALAMOGORDO.NM.US
SRAEL@CI.ALAMOGORDO.NM.US

1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310
575/439-4257 FAX: 575/439-4343

PF-011-0000-312.11-06

FEE: \$50.00 *BC*

BY: ...



MAY 08 2018
Date Received

Receipt # 112124

Please, use this form to apply for a certificate of zoning compliance, with or without a building permit application for construction, continuation of a use, change of use, "rebuild letters," or confirmation of present zoning status. Use this form as a supplement to a building permit application. For analysis of any construction project, confirmation of zoning status, and as need be, for other requests, please submit a plat of survey, site plan and building plans.

(Print or Type) Map Code (from Real Estate Tax bill)

Property Identification

Address of Subject Property:	1223 New York Ave Alamogordo, NM 88310
Map Code (from Real Estate Tax bill)	4- 055094113052
Legal Description	Alamo Blocks Lot 11, 12, N 1/2 Block 52
Proposal, project or use for which you request zoning certification:	
Beer and Wine License	

Applicant Information

Name:	Stephen Heetland		
Address:	1223 New York Ave, Alamogordo, NM 88310		
Business Name:	Community Based Restaurants of Alamogordo, DBA The Local by Memories		
Day Phone:	915-540-9880		
Evening Phone	915-540-9860		
E-Mail	Steve.Heetland@gmail.com		
May we use e-mail to contact you regarding this request?		☒ Yes	☐ No
Are you the property owner? ☒ Yes ☐ No If Not	Property Owner Name Alondra Properties, LLC		
	Address: 51 Crossbow Trail, Alamogordo, NM 88310		
	Phone: 915-540-9860 E-Mail: Steve.Heetland@gmail.com		
	What is your relationship to the property owner? Owner of Alondra Properties, LLC		

Property Use Information

The property currently is used for the following uses and/or business (such as: single family home, beauty shop, dentist office, gas station ...)

Restaurant



City of Alamogordo

OFFICE OF THE CITY CLERK

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

August 8, 2018

VIA CERTIFIED MAIL

Community Based Restaurants of Alamogordo, LLC
DBA The Local by Memories
1223 N. New York Ave
Alamogordo, NM 88310

Re: Application 1097136

Mr. Heetland,

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 **Community Based Restaurants of Alamogordo, LLC DBA The Local by Memories Application 1097136 a Restaurant Beer and Wine Liquor License with on the Premises Consumption Only and Patio Service located at 1223 N. New York Ave, Alamogordo, NM 88310.**

The Public Hearing will be during the Commission meeting on August 28, 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 Hughes,
City Clerk



7006 3450 0001 8876 6229



City Clerk

City of Alamogordo

1376 E. NINTH STREET

ALAMOGORDO, NEW MEXICO 88310-5938

Community Based Restaurants of Alamogordo,
LLC
DBA The Local by Memories
1223 N. New York Ave
Alamogordo, NM 88310

Haster
08/08/2018
FIRST-CLASS MAIL
\$003.92

ZIP 88310
011E11672725



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: Community Based Restaurants of Alamogordo DBA The Local by Memories 1223 N. New York Ave Alamogordo NM 88310		A. Signature [Signature] ☐ Agent ☐ Addressee	
2. 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.		B. Received by (Printed Name) [Signature] C. Date of Delivery 8-9-18	
3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
4. Restricted Delivery? (Extra Fee) ☐ Yes			
5. Article Number (Transfer from se) 7006 3450 0001 8876 6229			

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service
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	\$ 3.92

Postmark Here

Sent To
The Local by Memories
Street, Apt. No.,
or PO Box No. **1223 N. New York**
City, State, Zip+4
Alamogordo NM 88310
PS Form 3800 August 2005 See Reverse for Instructions

7006 3450 0001 8876 6229

**NOTICE OF PUBLIC
HEARING**

NOTICE IS HEREBY
GIVEN that the Alamogordo City Commission will hold a PUBLIC HEARING on Tuesday, August 28, 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 Community Based Restaurants of Alamogordo, LLC DBA The Local by Memories Application No. 1097136 a Restaurant Beer and Wine Liquor License With on the Premises Consumption Only With Patio Service located at 1223 N. New York Ave, Alamogordo, NM 88310.

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

Date: 7/24/2018

City of Alamogordo,
New Mexico

By: Rachel Hughes, City Clerk

Pub: July 27, August 12 2018

Legal #1256033

**NOTICE OF PUBLIC
HEARING**

NOTICE IS HEREBY
GIVEN that the Alamogordo City Commission will hold a PUBLIC HEARING on Tuesday, August 28, 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 Community Based Restaurants of Alamogordo, LLC DBA The Local by Memories Application No. 1097136 a Res-

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/22/2018

Report No: 6.

Submitted By: Petria Schreiber

Subject: Consider, and act upon, approving commencement of foreclosure proceedings to recoup the remaining LEDA funds owed to the City by Premier Pellets. (*Petria Schreiber, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: A LEDA project participation agreement (PPA) was signed by Premier Pellets in June, 2010. The total amount paid out to Premier was \$147,420.00. No jobs were created and Premier ceased operations without having repaid any of the funds. A dryer was sold by the City which returned \$78,750, leaving a balance of \$72,178.60 remaining owed to the City. A mortgage was placed on the property as a part of the PPA, and the City Attorney's office wishes to foreclose on that mortgage to recoup the remainder of the money owed.

PROJECT PARTICIPATION AGREEMENT

THIS PROJECT PARTICIPATION AGREEMENT entered into this 22nd day of June, 2010, by and between the City of Alamogordo, a New Mexico municipal corporation (the "City") and Premier Pellets, LLC, a for profit Texas limited liability company registered with the New Mexico Public Regulation Commission, whose business address is 616 Teneaha Street, Center, Texas 75935 (the "Qualifying Entity").

RECITALS

A. The purpose of this Agreement is to allow the Qualifying Entity to expand the scope of its operations. Completion of the Project as hereinafter described pursuant to the terms and conditions hereof is in the best interests of the City and the health, safety, and welfare of the residents and the taxpayers of the City of Alamogordo, and is in accord with the public purposes and provisions of applicable state and local laws.

B. By Ordinance No. 983, adopted August 13, 1996, the City has adopted an ordinance pursuant to the statutory authority conferred upon municipalities to allow public support of economic projects to foster, promote and enhance local economic development efforts (N.M. Stat. Ann. Section 5-10-1 through Section 5-10-13-1978). The Ordinance was adopted as part of the City's Economic Development Plan.

C. By Ordinance No. 1373, adopted June 8, 2010 ("Approval Date"), the City has adopted an Ordinance which establishes that the Qualifying Entity meets the requirements of the Local Economic Development Act and that Qualifying Entity has provided information pertaining to its intent to purchase equipment to be used in the production of bagged wood shavings which would create a minimum of seven (7) New Jobs with an hourly wage of at least nine (\$9.00) dollars, and thereafter maintain the seven (7) jobs and create sufficient additional New Jobs necessary to fulfill its obligation to repay the Economic Development Incentive during the term of this Agreement (the "Project"), all of which qualifies for assistance under the City's Economic Development Ordinance.

D. A material inducement to City to enter into this Agreement is the agreement by the Qualifying Entity to expand its business operations and initially create no less than seven (7) new full-time jobs with an hourly wage of at least nine (\$9.00) dollars, and thereafter maintain those jobs while creating additional New Jobs in accordance with the provisions hereof, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Qualifying Entity to create and thereafter maintain the jobs in accordance with the provisions of this Agreement.

E. Expansion of the Qualifying Entity's business operations will provide additional jobs and substantially improve the economic conditions in the Otero County in accordance with the purposes and goals of the City's Economic Development Plan.

F. As a condition precedent to its receipt of public assistance in the form of the Project Loan, the Qualifying Entity is required to execute this Project Participation Agreement.

NOW THEREOF, the Parties agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by the Local Economic Development Act, NMSA 1978 §5-10-1 through §5-10-13 (2007) (LEDA), Ordinance

No. 983, which established the Alamogordo Economic Development Strategic Plan that promotes economic development projects in the City of Alamogordo; and Ordinance No. 1373, which approved the Project. Qualifying Entity's execution and performance of this Agreement constitutes a valid and binding obligation of the Qualifying Entity in the event the Qualifying Entity proceeds with the Project. The Qualifying Entity and, if applicable, each member has full power and authority to execute, deliver and perform, as applicable, this Project Agreement, to make the obligations hereunder, to execute and deliver the Promissory Note and to grant to the City the security as hereinafter described.

2. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise, the following terms have the meanings assigned to them:

"Approval Date" means June 22, 2010.

"Eligible Project Costs" means the costs and expenditures directly related to the purchase and installation of the bio-mass dryer. Examples of eligible installation costs include engineering services, costs to make utility connection, including off-site connections, and improvements to the Facility to allow for the installation of the dryer.

"Existing Employment Base" shall mean the average number of employees reported by the Qualifying Entity to the City in the Qualifying Entity's project application. The Qualifying Entity represented that its Existing Employment Base is equal to 31,200 hours of paid employment over 365 days (15 employees x 2,080 hours).

"Existing Payroll Base" shall mean the average annual payroll reported by the Qualifying Entity to the City in the Qualifying Entity's project application. The Qualifying Entity represented that its existing annual payroll base is \$361,224.

"Facility" shall mean the Qualified Entity's Tularosa facilities located at 49 Moonvalley Road, Tularosa, New Mexico, and legally described on the attached Exhibit "A".

"Job Credit" is two thousand one hundred and six dollars (\$2,106) for each New Job created as defined.

"Job Period" means every twelve (12) month period from the Approval Date through the Term of Agreement during which the Qualified Entity is obligated to create and maintain New Jobs.

"New Job" shall mean 2,080 hours of paid employment over 365 days. For example, 2 persons working 1,040 hours each over 365 days is one (1) New Job. One (1) person working 2,080 hours over 365 days is one (1) New Job. The determination of New Jobs shall be made at the end of each Job Period and shall be based on whether over such entire period the Qualifying Entity provided such minimums. For example, if at the end of Job Period No. 2, paid for 14,560 hours of work above its Existing Employment Base, then the Qualifying Entity will have met its obligation for that period regardless of when during the Job Period the hours were worked. Paid vacation or other paid times off will be included as hours worked in the New Job calculations.

"New Jobs Payroll" shall mean all monies paid annually to all persons holding New Jobs, whether paid by the hour, day, week, semi-monthly, monthly, or yearly, and includes, but is not limited to, overtime, bonuses, and piecework.

3. **Qualifying Entity's Obligations.** The Qualifying Entity acknowledges that a material inducement for City to accept the Qualifying Entity's proposal and enter into this Project Agreement was the Qualifying Entity's representation that it would, within the term of this Project Agreement expand its business through the production of bagged wood shavings thereby creating sufficient New Jobs to permit City to recapture its investment in full during the term of this Project Agreement based on the value of each New Job created and maintained. Therefore, in furtherance of that representation, the Qualifying Entity specifically agrees and covenants that the following performance measures shall be met:

(a) Purchase of Equipment and Installation of Utility Infrastructure. The Qualifying Entity shall purchase a bio-mass dryer (the "Equipment") and commence installation of certain utility infrastructure necessary for the operation of the dryer no later than thirty (30) days after obtaining all necessary permits to operate the dryer. The Qualifying Entity shall diligently pursue such installation to completion. In the event that Qualifying Entity is unable to obtain the necessary permits, or fails to commence the purchase and installation of the bio-mass dryer within one-hundred eighty (180) days of the Approval Date, this Agreement shall terminate and be of no further effect.

(b) Employment Opportunities. The Qualifying Entity shall create and thereafter maintain during each Job Period at least seven (7) New Jobs with an hourly wage of at least nine (\$9.00) dollars unless the Qualifying Entity "pays off" its obligation earlier by creating job in excess of the total required number as hereinafter described. The Qualifying Entity shall further use its best efforts during the term of this Project Agreement to create additional New Jobs with an hourly wage of at least nine (\$9.00) dollars so as to permit City to recapture its investment in full during the term of this Project Agreement. The Qualifying Entity agrees and expressly acknowledges that it will not earn sufficient Job Creation Credits to satisfy its obligations under the terms of this Project Agreement if it fails to create any additional New Jobs beyond the minimum requirement of the seven (7) New Jobs.

The Qualifying Entity shall only be credited for the creation of jobs performed within Otero County, New Mexico, and will not receive credit for its Existing Employment Base.

(c) Local Preferences. The Qualifying Entity shall use its best efforts to contract with local contractors to accomplish the installation of the utility infrastructure in order for the City to received gross receipts tax revenue from the performance of installation services. During the term of this Agreement, the Qualifying Entity shall make available to the City upon request records verifying the use of local contractors and the making of local purchases. For purposes of this Agreement, a local contractor is a contractor meeting the requirements of section 2-13-180 of the Alamogordo City Code.

4. **City Obligations.**

(a) The City agrees to provide \$147,420 of upfront Economic Development Incentives to the Qualifying Entity to assist in the purchase of a bio-mass dryer for use in Otero County (the "Eligible Project Costs"). Subject to the terms and conditions set forth herein, the City will make advances to the Qualifying Entity from time to time during the Funding Period for the payment of Eligible Project Costs, which in the aggregate shall

not exceed the sum of \$147,420. The Qualifying Entity will be responsible for any additional costs or expenses related to the Project.

(b) This Agreement shall not be construed as a commitment, issue or obligation of any specific funds other than those funds to be received by the City from its Municipal Infrastructure Gross Receipts Tax.

(c) The functions and duties assumed by the City include only those described in this Agreement, and the City is not obligated to act except in accordance with the terms and conditions of this Agreement. The Qualifying Entity acknowledges that the City does not warrant any equipment, materials, or services purchased with the funds. The Qualifying Entity shall be obligated hereunder even if the equipment, materials, or services are defective or fail to conform to the warranties extended by the supplier. The obligations of the Qualifying Entity shall not be affected by any dispute the Qualifying Entity may have with any manufacturer, distributor, contractor or supplier. The Qualifying Entity will not assert any claim or defense which it may have against any manufacturer, distributor, supplier or contractor against the City. The City is under no duty to supervise or inspect the installation or construction contemplated by this Agreement. Any inspection or examination by the City is for the sole purpose of protecting the City's security and preserving the City's rights under this Agreement. No default of the Qualifying Entity will be waived by any inspection by the City. In no event will any inspection by the City be a representation that the installation or construction is free from defective materials or workmanship

5. Disbursement of Economic Development Incentive. Disbursement of the Economic Development Incentive shall be made upon the City's receipt and approval of a request for the disbursement and supporting documents. The supporting documents shall include itemized invoices from contractors and suppliers, and a report detailing the dollar amount and purpose of the Eligible Project Cost. The City, in its sole discretion, may withhold disbursements if the City determines that the Qualifying Entity has failed to comply with and/or is in default under the terms and conditions of this Agreement, or has failed to provide adequate documentation of the Eligible Project Cost. Qualifying Entity hereby authorizes and directs the City to pay a contractor or supplier of Eligible Project Costs directly upon receipt of invoices delivered to the City for an Eligible Project Cost. Qualifying Entity acknowledges that (i) any delivery to the City of an invoice by a contractor or supplier shall be deemed as a request for an advance of Economic Development Incentive by the Qualifying Entity, and (ii) each such advance constitutes an advancement by the City to Qualifying Entity pursuant to this Agreement as if the Qualifying Entity received the proceeds directly from the City.

6. Obligation to Repay the Economic Development Incentive. The Qualifying Entity understands and agrees that the failure of the Qualifying Entity to perform its obligations in accordance with the terms provided in Sections 3(a) and (b) of this Agreement will result in a forfeiture of the Economic Development Incentive. In the event of a forfeiture, or upon termination of this Agreement, the Qualifying Entity agrees to pay to the City the balance of the Economic Development Incentive not otherwise repaid through the creation of jobs. The Qualifying Entity's obligation to pay to the City the balance of the Economic Development Incentive not otherwise repaid is evidenced by a Promissory Note, a copy of which is attached hereto as Exhibit "A". In, the City may demand repayment of any remaining portion of the

Economic Development Incentive provided to the Qualifying Entity not otherwise reduced pursuant to the terms of this Agreement.

7. **Security/Collateral.**

(a) **Security Interest.** To secure Qualifying Entity's obligations and liabilities under the Promissory Note, the City shall retain a purchase money security interest in and to all of the Qualifying Entity's right, title and interests in and to the bio-mass dryer. Such security interest shall be superior to any other security interests in the bio-mass dryer. The Qualifying Entity shall not remove the bio-mass dryer from Otero County without the City's written approval. Said security interest shall be duly recorded with the New Mexico Secretary of State's Office in order to protect the City's interests in the event of default. This security interest shall not terminate until Qualifying Entity's obligations hereunder have been achieved in full. Upon satisfying its obligation, the Qualifying Entity may request City to release the security interest. Upon such request, City will file the appropriate termination of security interest within ten (10) business days of receipt by the City of the Qualifying Entity's written request.

(b) **Conveyance of Mortgage.** To further secure the prompt and complete performance of all of the Qualifying Entity's present or future obligations and liabilities to create and maintain the required full-time jobs within the City, the Qualifying Entity agrees to convey to the City a mortgage on the Facility, which shall be duly recorded at the Otero County Clerk's Office in order to protect the City's interests in the event of default. This mortgage shall not terminate until Qualifying Entity's obligations hereunder have been achieved in full. Upon satisfying this obligation, Qualifying Entity may request City to release the mortgage. Upon such request, City will deliver a satisfaction of mortgage to Qualifying Entity within ten (10) business days of receipt by the City of the Qualifying Entity's written request.

8. **Insurance.** The Qualifying Entity, at its sole cost and expense, procure and maintain, with financially sound and reputable insurers authorized to do business in the State of New Mexico: (i) insurance on the value of the improvements on a replacement basis with no limiting modification including the City as named insured party; and (ii) an insurance policy which covers damage to, or the destruction of, the Facility on a replacement basis for the full insurable value covering all improvements on the Facility with a standard mortgage clause in favor of the City. The Qualifying Entity will furnish to the City, upon its written request, the insurance certificates with respect to such insurance. Should the Facility at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, the Qualifying Entity agrees to obtain and maintain Federal Flood insurance for the full unpaid principal balance of the Promissory Note and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Programs, and to maintain such insurance for the term of this Agreement.

9. **Evidence of Job Creation, Job Audit.** A "Job Audit" will be performed by the City or its agent within 60 days after the end of each Job Period. The Qualifying Entity will provide to the City no later than 20 days after the job creation period a completed and certified Job Audit Certificate in substantially the form attached hereto as Exhibit "B". The Qualifying Entity shall make available the necessary records in order to allow the City to perform its Job

Audit. The Qualifying Entity further agrees to provide the City such other documents and evidence that it may reasonably require to satisfy the accuracy and veracity of the information provided in the report. The Qualifying Entity will provide the City reasonable access (subject to the Qualifying Entity's security policies) to its records and facilities for the purpose of conducting on-site audits for compliance with this section. Such on-site audits shall be at reasonable times, upon not less than 10 days prior written notice to the Qualifying Entity. Within sixty (60) days after the close of a Job Creation Period, the City will determine whether during the relevant periods the Qualifying Entity has met its obligations to create jobs as required by this Agreement.

10. Job Credit. The Qualifying Entity shall receive a \$2,106 credit against the principal balance of the Promissory Note for each New Job that the Qualifying Entity either creates or maintains during a Job Period.

11. Annual Job Credit. The amount of the Annual Job Credit for which the Qualifying Entity shall receive for each future Job Period shall be determined using the following formula:

$$\text{Annual Job Credit} = (\text{New Jobs Payroll} \div \text{New Jobs}) \times \$2,106$$

By way of example, if in Job Period # 4 the Qualifying Entity created and/or maintained 20,800 New Job Hours for which it paid a New Jobs Payroll of \$187,200 the Qualifying Entity would receive an Annual Job Credit of \$18,954.

$$\$187,200 \div 20,800 = 9$$

$$9 \times \$2,106 = \$18,954$$

12. Pro-rated Credit. In the event the Qualifying Entity fails meet its annual creation/maintenance obligation for any Job Period, the Qualifying Entity shall receive a pro-rated credit. The amount of the pro-rated credit shall be calculated using the above described formula.

By way of example, if in Job Period # 4 the Qualifying Entity only created and/or maintained 19,200 New Job Hours for which it paid a New Jobs Payroll of \$170,800 the Qualifying Entity would receive an Annual Job Credit of \$18,734.55.

$$\$170,800 \div 19,200 = 8.8958$$

$$8.8958 \times \$2,106 = \$18,734.55$$

13. Additional Credit. The Qualifying Entity may receive Additional Credit for any New Job created or maintained during a Job Period in excess of its New Job creation/maintenance obligation under paragraph 3(b) for that particular Job Period. The amount of the pro-rated credit shall be calculated using the above described formula.

14. Term. The term of this Agreement shall commence on the Approval Date and continue for ten (10) years unless terminated sooner as provided herein. If the term of the Promissory Note is extended for any reason, then the term of this Agreement shall automatically be extended so that the agreements are of the same duration.

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

16. Termination and Recovery of Incentive.

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

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

(ii) Cessation by the Qualifying Entity of its bulk wood shavings operations in Otero County, or reduction of those operations in Otero County to a level below the performance measures set forth in paragraph 3(b) of this Agreement.

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

(iv) The abandonment by the Qualifying Entity of all or a portion of the Facility.

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

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

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

(i) Cause the default to be cured; or

(ii) Furnish a written response indicating:

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

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

(3) Whether any performance measure not achieved can still be achieved in a timeframe acceptable to the City; and

(4) What further action the Qualifying Entity plans to take to achieve the performance measure in a timeframe acceptable to the City.

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

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

18. **Facility Closure Clawback.** Should the Qualifying Entity cease operation of the Project (i.e., cease its wood shavings operations from the Facility) on or before June 22, 2020, the Qualifying Entity shall, within ninety (90) days of the cessation of operations, pay to the City, in cash, an amount equal to 1/120th of the City Contributions for each month that the Qualifying Entity prematurely ceased operations of the Project as the City's exclusive remedy under this Agreement for such premature cessation. Any clawbacks not paid when due shall bear interest at the rate of prime plus 2% per annum from the due date until paid.

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

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

21 **Miscellaneous Provisions:**

(a) If any legal action should be necessary for the enforcement of this Project Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provision of this Agreement, the City shall be entitled to

recover its reasonable attorney fees and/or other costs incurred in that action or proceeding in addition to any other relief which the City may be entitled to under the law.

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

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

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first written.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation



By: Mark B. Roath
Mark B. Roath, City Manager

Renee L. Cantin
Renee L. Cantin, City Clerk

PREMIER PELLETS, LLC

By: Robert Ewing Sr.
Robert Ewing, Sr., Manager

APPROVED AS TO FORM:

Stephen P. Thies
Stephen P. Thies, City Attorney

SECURED PROMISSORY NOTE

\$241,000.00

Effective Date: June 22, 2010

For value received, Premier Pellets, LLC, a for profit Texas limited liability company registered with the New Mexico Public Regulation Commission ("Borrower"), promises to pay to the order of the City of Alamogordo, a New Mexico municipal corporation (the "City"), at the City's offices located at: City Hall; Attention: Finance Department, 1376 East 9th Street, Alamogordo, New Mexico 88310, or at such other place as the City may hereafter designate in writing, the aggregate principal amount not to exceed (\$147,420) (the "Loan Amount"), together with interest as set forth below, or so much thereof as may from time to time be owing hereunder by reason of advance by the City to or for the benefit or account of Borrower under the terms of the Project Participation Agreement (the "Project Agreement"), less any credits received under the terms of the Project Agreement, by and between Borrower and the City executed of even date herewith.

If an Event of Default (as hereinafter defined) occurs, as of the date of such Event of Default, interest thereafter will accrue on the unpaid principal balance of this Note at the rate of the prime rate, defined as the prime rate publicly quoted from time to time by The Wall Street Journal, plus two percent (2%). This Promissory Note may be prepaid in whole or in part at any time without premium or penalty.

The City shall disburse such portions of the Economic Incentive (as described in the Project Agreement) as Borrower may request in writing, accompanied by detailed invoices evidencing any amounts either expended or presently owed for the purchase and installation of the Equipment (as defined in the Project Agreement). Such disbursements shall commence on or after the effective date of this Promissory Note.

The outstanding principal balance of this Promissory Note, together with all accrued and unpaid interest, shall be due and payable in full no later than June 22, 2020.

This Promissory Note shall be secured by, among other things, the Facility and the Equipment (as both are defined in the Project Agreement), or other items of tangible personal property, furnished or purchased in whole or in part by the Economic Incentive. The Equipment shall remain in Otero County.

Default, as used herein, shall mean the occurrence of any one or more of the following events:

- (a) Failure by the Borrower to pay principal of or interest on this Promissory Note when due.
- (b) Failure of Borrower to punctually and properly perform, observe or comply with any covenant, agreement, undertaking, or condition contained in this Promissory Note, or any renewal, modification, rearrangement, amendment, or extension thereof or in the Project Agreement.
- (c) Relocation by the Borrower of its bulk wood shavings operations from Otero County, or reduction of those operations in Otero County to a level below the performance measures set forth in paragraph 3(b) of the Project Agreement.

- (d) The filing of a petition, case, proceeding, or other action against Borrower as a debtor under any debtor relief law or seeking appointment of a receiver, trustee, custodian, or liquidator of Borrower or of any property financed or purchased in whole or in part with the Economic Incentive, or seeking to effect a suspension or having the effect of suspending any of the rights of the City granted or referred to in this Promissory Note or the Project Agreement relating thereto and (i) Borrower admits, acquiesces in, or fails to contest diligently the material allegations thereof; (ii) the petition, case, proceeding, or other action results in entry of an order for relief or order granting relief sought against Borrower; or (iii) the petition, case, proceeding, or other action is not permanently dismissed or discharged on or before ninety (90) days following the date of its filing.
- (e) The abandonment by the Borrower of all or a portion of the Facility.
- (f) The discovery by the City that any representation, warranty or covenant made by Borrower in connection with the indebtedness evidenced by this Promissory Note, or in the Project Agreement or in any document relating thereto, is or becomes false, misleading, erroneous, or breached in any material respect.
- (g) Any default under the Project Agreement shall be a default under this Promissory Note.

Upon any Default by Borrower in its obligations under this Promissory Note, or the Project Agreement, the City at its option may declare all or any part of the indebtedness evidenced by this Promissory Note to be immediately due and payable. Default determination and resolution will be as provided in this Promissory Note or the Project Agreement.

If this Promissory Note is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, Borrower shall pay the City all costs of collection and enforcement, including reasonable attorneys' fees, filing fees, recording fees, and court costs, together with interest thereon at the rate charged herein on matured, unpaid amounts with such interest to begin accruing upon the date request for payment is made. No assignment by the City of the right to receive payments under this Promissory Note shall effect Borrower's obligations or rights under this Promissory Note other than to make payments under this Promissory Note at the address designated by the City to the Borrower in writing.

Borrower shall upon demand pay to the City the amount of any and all expenses, including the fees and disbursements of the City's counsel and of any experts and agents, which the City may incur in connection with (i) the custody, preservation, use or operation of or sale of, collection from, or other realization upon any of the property financed in whole or in part by the proceeds of this Promissory Note; (ii) the exercise or enforcement of any of the rights of the City hereunder or (iii) the failure by Borrower to perform or observe any of the provisions hereof.

At the option of the City, any amount paid by the City for the collection of amounts due from the Borrower under this Promissory Note or to preserve or protect the City's rights under the Project Agreement, which is incorporated by reference as if fully set forth herein, shall become a part of, and bear interest at the interest rates as set forth in this Promissory Note and shall become immediately due and payable by Borrower to the City upon demand by the City.

The failure of the City to insist, in any one or more instances, upon performance of any of the terms or covenants of this Promissory Note shall not be construed as a waiver or relinquishment of the City's right to the future performance of any such terms and covenants, and the obligations of Borrower with respect to such future performance shall continue in full force and effect. Time is of the essence with respect to every provision hereof. This Promissory Note shall be governed by the laws of the State of New Mexico (without giving effect to the State of New Mexico's choice of law provisions). The Borrower hereby irrevocably consents to the nonexclusive jurisdiction of the courts of the State of New Mexico and of any federal court located in such State in connection with any action or proceeding arising out of or relating to this Note or any document or instrument delivered pursuant to this Agreement.

IN WITNESS WHEREOF, Borrower has caused this Promissory Note to be executed for and on its behalf by its authorized representative signed below.

Premier Pellets, LLC

By: Robert Ewing Sr
Its Manager

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of June 22, 2010, by Premier Pellets, LLC, a for profit Texas limited liability company registered with the New Mexico Public Regulation Commission, with its principal place of business at 616 Teneaha Street, Center, Texas 75935 (hereinafter called "**Debtor**"), for the benefit of the City of Alamogordo, a New Mexico municipal corporation (in such capacity, together with its successors and assigns in such capacity, the "Secured Party").

1. Security Agreement.

(a) Grant. To secure the payment and performance of Debtor's obligations pursuant to that Promissory Note of even date hereof (hereinafter called the "Obligation"), grants to the Secured Party a security interest in all of the following described property, whether now owned or hereafter acquired and wherever located, together with all replacements and substitutions therefor and all cash and non-cash proceeds (including insurance proceeds and any title and UCC insurance proceeds) and products thereof, and, in the case of tangible UCC Collateral, together with all additions, attachments, accessions, parts, equipment and repairs now or hereafter attached or affixed thereto or used in connection therewith, excluding, however, any and all "consumer goods," as defined in the UCC: All of Debtor's right, title, and interest in that certain bio-mass dryer paid for in whole or in part with the disbursements received pursuant to the Project Agreement (the "Collateral").

(b) Rights and Remedies. Cumulative of all other rights of the Secured Party hereunder, the Secured Party shall have all of the rights conferred upon secured parties by the UCC with respect to the Collateral. Debtor will execute and deliver to the Secured Party all UCC financing statements and other documents as may be required from time to time be required by the Secured Party to establish and maintain the validity and priority of the security interest of the Secured Party, or any modification thereof, and all costs and expenses of any searches required by the Secured Party. The Secured Party may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such Collateral, and it is expressly agreed that if upon and during a Default the Secured Party should proceed to dispose of such Collateral in accordance with the provisions of the UCC, 10 days' notice by the Secured Party to Debtor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice.

2. Warranties and Covenants of Debtor. Debtor warrants and covenants that:

(a) Except for the security interest granted hereby, Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office. The Debtor shall immediately notify the Secured Party in writing of any change in name, address, identity or corporate structure from that shown in this Agreement and shall also upon demand furnish to the Secured Party such further information and shall execute and deliver to Secured Party such financing statements and other documents in form satisfactory to Secured Party and shall do all such acts and things as Secured Party may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Obligations, subject to no adverse liens or encumbrances; and Debtor will pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable. A carbon, photographic or other reproduction of this agreement is sufficient as a financing statement.

(c) Debtor will not sell or offer to sell, assign, pledge, lease, remove the Collateral from Otero County or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of Secured Party.

(d) Debtor shall keep the Collateral at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as Secured Party may reasonably require, including collision in the case of any motor vehicles, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as Secured Party may approve, losses in all cases to be payable to Secured Party and Debtor as their interests may appear. All policies of insurance shall provide that Secured Party's interest therein shall not be invalidated by the act, omission or neglect of anyone other than Secured Party and for at least ten days' prior written notice of cancellation to Secured Party. Debtor shall furnish Secured Party with certificates of such insurance or other evidence satisfactory to Secured Party as to compliance with the provisions of this paragraph. Secured Party may act as attorney for Debtor in making, adjusting and settling claims under and cancelling such insurance and endorsing Debtor's name on any drafts drawn by insurers of the Collateral.

(e) Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon.

(f) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or upon any note or notes evidencing the Obligations.

4. **Events of Default.** Debtor shall be in default under this agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment or performance of the Obligation or of any covenants or liabilities contained or referred to herein or in the Obligation; (b) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (d) dissolution, termination of existence, filing by Debtor or by any third party against Debtor of any petition under any Federal bankruptcy statute, insolvency, business failure, appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by, Debtor; or (e) the occurrence of an event of default in any agreement between Debtor and Secured Party.

5. **Remedies.**

(a) **Acceleration.** Upon the occurrence of any Default which is not cured pursuant to the procedure described in the Project Agreement, the Secured Party may, at its sole option, declare all sums owing to the Secured Party under the Promissory Note immediately due and payable without presentment, demand, protest or further notice of any kind.

(b) **Repayment.** Any funds expended by the Secured Party in the exercise of its rights or remedies under this Agreement shall be payable to the Secured Party upon demand, together with interest at the rate applicable to the principal balance of the Promissory Note from the date the funds were expended.

(c) **Cumulative Rights.** All the Secured Party's rights and remedies provided in this Agreement, together with those granted by law or at equity, are cumulative and may be exercised by the Secured Party at any time. The Secured Party's exercise of any right or remedy shall not constitute a cure of any Default unless all sums then due and payable to the Secured Party under

the Promissory Note are repaid and Debtor has cured all other Defaults. No waiver shall be implied from any failure of the Secured Party to take, or any delay by the Secured Party in taking, action concerning any Default or failure of condition under the Loan Documents, or from any previous waiver of any similar or unrelated Default or failure of condition. Any waiver or approval under any of the Loan Documents must be in writing and shall be limited to its specific terms.

6 GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW MEXICO, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. ANY LEGAL CLAIM RELATION TO ENFORCEMENT OF THIS NOTE SHALL BE FILED IN THE APPROPRIATE JURISDICTION IN NEW MEXICO.

7. General. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind its successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several. This agreement shall become effective when it is signed by Debtor.

All rights of the Secured Party in, to and under this agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. The Debtor agrees that if the Secured Party gives notice to the Debtor of an assignment of said rights, upon such notice the liability of the Debtor to the assignee shall be immediate and absolute. The Debtor will not set up any claim against the Secured Party as a defense, counterclaim or set-off to any action brought by any such assignee for the unpaid balance owed hereunder or for the possession of the Collateral, provided that Debtor shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

SECURED PARTY:

City of Alamogordo

By: Mark B. Roath
Mark B. Roath
City Manager

DEBTOR:

Premier Pellets, LLC

By: Robert Ewing Sr.
Robert Ewing, Sr.
Manager

ATTEST:

Renee L. Cantin
Renee L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen R. Thies
Stephen R. Thies, City Attorney

MORTGAGE

This Mortgage (this "Mortgage") is made this 22nd day of June, 2010, between the mortgagor, Premier Pellets, LLC, a for profit Texas limited liability company registered with the New Mexico Public Regulation Commission, ("Borrower") and the mortgagee, the City of Alamogordo, a New Mexico municipal corporation, ("Lender"), whose address is 1376 East 9th Street, Alamogordo, New Mexico 88310.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$147,420 (the "Principal"), which indebtedness is evidenced by Borrower's note of even date herewith, extensions and renewals thereof (herein "Note"), providing for no monthly installments of principal or interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 22, 2020 or cessation of use of the Property for the purposes described in the Project Agreement.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, and convey to Lender with the power of sale, the following described property located in the County of Otero, State of New Mexico:

See Exhibit "A" attached hereto;

which has the address of 49 Moonvalley Road, Tularosa, New Mexico (herein "Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, and rents, all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, together with said Property are hereinafter referred to as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Additional Indebtedness. Borrower shall promptly pay the principal and additional indebtedness evidenced by the Note in the event of any default under the terms of this Mortgage or the Note.

2. Taxes and Insurance. Borrower shall at all times pay any and all taxes, assessments, and other charges against the Property.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property which may attain a priority over this Mortgage.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Lender shall be named as an additional insured under such insurance.

5. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall perform all of Borrower's obligations under any declaration or covenants governing the property.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this Paragraph 6 shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust, or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 15 hereof.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to

Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

15. Acceleration; Remedies. Except as provided in Paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of

Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's and Trustee's remedies as provided in Paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property, and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. Redemption Period. If this Mortgage is foreclosed, the redemption period after judicial sale shall be one month in lieu of nine months.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

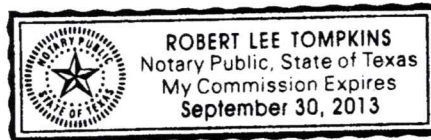
Borrower and Lender request the holder of any mortgage, deed of trust, or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

"Borrower"
Premier Pellets, LLC,
a for profit Texas limited liability company

By: Robert Ewing Sr.
Robert Ewing, Sr., Its Manager

Sate of TEXAS }
County of SHELBY }



This instrument was acknowledged before me on JUNE 30TH, 2010 by
ROBERT EWING SR., in his/her capacity as MANAGER
of Premier Pellets, LLC, a for profit Texas limited liability company registered with the New Mexico Public Regulation Commission.

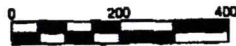
My commission expires: 9/30/2013

Notary
Robert Lee Tompkins



5 YEAR HOLD
A SURVEY PLAT OF TWO TRACTS OF LAND IN THE
SE 1/4 OF SECTION 32, T14S, R10E, NMPM
OTERO COUNTY, NEW MEXICO

SET 1/2" REBAR
WALLS CAP (TYP.)
FORMERLY A USGLO BRASS CAP
LOCATED IN 1994



FENCE
(TYP.)

DESCRIPTION - TRACT ONE

A TRACT OF LAND IN THE SE 1/4 OF SECTION 32, T14S, R10E, NMPM,
DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST ONE-
QUARTER AND GOING S89°35'50"E ALONG THE NORTH LINE OF SAID
SOUTHEAST ONE-QUARTER A DISTANCE OF 1333.89 FEET; THENCE
S00°00'30"E A DISTANCE OF 2855.94 FEET; THENCE N89°47'09"W A
DISTANCE OF 1333.83 FEET; THENCE N00°00'50"W A DISTANCE OF 2855.94
FEET TO THE SAID PLACE OF BEGINNING, AND CONTAINING 81.397 ACRES,
MORE OR LESS.

SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS AS GRANTED
OR RESERVED BY INSTRUMENTS OF RECORD OR AS NOW EXISTING ON
SAID TRACT.

DESCRIPTION - TRACT TWO

A TRACT OF LAND IN THE SE 1/4 OF SECTION 32, T14S, R10E, NMPM,
DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF SAID SOUTHEAST ONE-
QUARTER AND GOING S89°35'50"E ALONG THE NORTH LINE OF SAID
SOUTHEAST ONE-QUARTER A DISTANCE OF 1333.89 FEET TO THE PLACE
OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE
CONTINUING S89°35'50"E A DISTANCE OF 1333.89 FEET; THENCE
S00°00'30"E A DISTANCE OF 2855.94 FEET; THENCE N89°47'09"W A
DISTANCE OF 1333.83 FEET; THENCE N00°00'50"W A DISTANCE OF 2855.94
FEET TO THE SAID PLACE OF BEGINNING, AND CONTAINING 81.263 ACRES,
MORE OR LESS.

SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS AS GRANTED
OR RESERVED BY INSTRUMENTS OF RECORD OR AS NOW EXISTING ON
SAID TRACT.

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

COE-08-EX-54



INDEXING INFORMATION FOR COUNTY CLERK

OWNER(S):

SECTION(S): 32 TOWNSHIP(S): 15 S RANGE(S): 10 E

SUBDIVISION:

FILING AND RECORDING

FILED FOR RECORD IN THE OTERO COUNTY CLERK'S OFFICE ON THE 21

DAY OF May, 2006, AT 12:50 A.M. BOOK 67 PAGE 81

RECEPTION # 200804847

Robyn Holmes
COUNTY CLERK

Lynne Gutierrez
DEPUTY

UNITED COUNTRY PROFESSIONAL REALTY



ALAMOTERO
LAND
SURVEYS, P.C.

PROFESSIONAL LAND SURVEYORS
1101 NORTH FLORIDA AVENUE
ALAMOGORDO, NEW MEXICO
PHONE 575-437-7074 FAX 575-437-7075
COPYRIGHT © 2008 ALAMOTERO LAND SURVEYS, P.C.

DATE: 05/14/08
DRAWN BY: LTR
CHECKED BY: KZ

SCALE: 1" = 200'
JOB NO.: 08411
SHEET 2 OF 2

BSON
(527) PG 409

20' ROW EASEMENT
(TYP.)

TAMPAICO
ROAD

FIND. GLO
BRASS CAP

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

LIT PLAT

EXHIBIT

A

ARMSTRONG TRUST
BK 832/PG 623

REC DATE: 5/21/09 REC TIME: 3:13:04 PM INSTR: 200804855 CLK: 200804855
OTERO COUNTY, ROBYN HOLMES COUNTY CLERK PAGE 7

SE 1/4

PLACE OF BEGINNING
TRACT 2

OVERHEAD
UTILITY LINES

80° 35' 50" E

2687.98

1333.89

SET 1/2" REBAR
WALLS CAP (TYP.)
FORMERLY A USGLO BRASS CAP
LOCATED IN 1994



FENCE
(TYP.)

DESCRIPTION - TRA

A TRACT OF LAND IN
DESCRIBED BY MET

BEGINNING AT THE 1
QUARTER AND GOING
SOUTHEAST ONE-QUARTER
S00°00'30"E A DISTANCE
OF 1333.89 FEET TO THE SAID P
MORE OR LESS.

SUBJECT TO ANY RI
OR RESERVED BY IT
SAID TRACT.

DESCRIPTION - TRA

A TRACT OF LAND IN
DESCRIBED BY MET

STARTING AT THE N
QUARTER AND GOING
SOUTHEAST ONE-QUARTER
OF BEGINNING OF T
CONTINUING S68°32'
S00°00'29"E A DISTA
DISTANCE OF 1333.89
FEET TO THE SAID P
MORE OR LESS.

SUBJECT TO ANY RI
OR RESERVED BY IT
SAID TRACT.

CERTIFICATE
I, KLAUD ZIMMERLE,
SURVEYOR, CERTIFY
SURVEY, THAT THE
KNOWLEDGE AND E
MINIMUM STANDARD

TRACT 2
81.203 ACRES

BLM

COE-08

INDEX

OWNER

SECTION

SUBDIV

FILING

FILED

DAY

RECEIVED

COUNTY

200705316

FND. 3/4" IRON PIPE

MUNZO
BK 1214/PG 337

GIBSON
BK 527/PG 409

20' R/W EASEMENT
(TYP.)

FND. GLO BRASS CAP

AUSTIN LANE

TAMARCO ROAD

NOTE: THESE TRACTS MAY NOT BE RESUBDIVIDED,
FOR FIVE (5) YEARS, UNLESS THE APPROPRIATE
SUBDIVISION PROCEDURE IS FOLLOWED.

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

NORTHWEST CORNER
OF THE SE 1/4
OF SECTION 32
T14S, R10E, N1/2PM
PLACE OF BEGINNING
TRACT 1

ARMSTRONG TRUST
BK 832/PG 523

PLACE OF BEGINNING
TRACT 2

ROBBINS
BK 773/PG 555

SQUILLERE
BK 1084/PG 578

PAYNE
406/PG 250

OVERHEAD/
UNDERGROUND
UTILITY LINES
ADJACENT
TO FENCE

80' RAW EASEMENT
BK 337/PG 526

HUGHES
BK 1223/PG 280

BARILLA
BK 442/PG 551

BUYS
REC. NO. 200705310

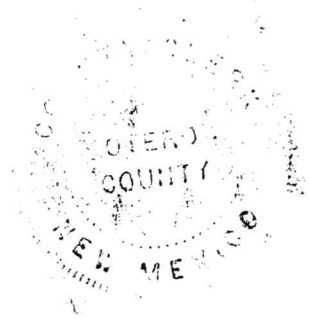
FND. 3/4"
IRON PIPE

MUNZO
BK 1214/PG 337

TRACT 1
81.397 ACRES



NOTE: THESE TRACTS MAY NOT BE RESUBDIVIDED,
FOR FIVE (5) YEARS, UNLESS THE APPROPRIATE
SUBDIVISION PROCEDURE IS FOLLOWED.



REC DATE: 5/21/08 REC TIME: 3:13:04 PM INSTR#: 200804855 CLK: RC
OTERO COUNTY, ROBYN HOLMES COUNTY CLERK PAGE 4 OF 4

WARRANTY DEED

Date: February 16, 2018

Grantor: Premier Pellets, LLC, by and through Lew Mathews, in his capacity as Independent Administrator of the Estate of Murray Mathews, Deceased, sole member and manager
616 Tenaha St.
Center, Shelby County, Texas 75935

Grantees: Lewis Mathews and Collin Mathews, in their capacity as Co-Trustees of the Collin Mathews Trust
616 Tenaha St.
Center, Shelby County, Texas 75935

Lewis Mathews and Taighen Mathews, in their capacity as Co-Trustees of the Taighen Mathews Trust
616 Tenaha St.
Center, Shelby County, Texas 75935

Consideration:

In consideration of the winding up and distribution of Premier Pellets, LLC, and in further distribution of the *Estate of Murray Mathews, Deceased*, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

To each grantee, an undivided one-half (1/2) of the Property located in Otero County, New Mexico, described as follows:

All that certain property located in Section 32, Range 10, Township 14, Otero County, Texas, more specifically described in a Warranty Deed from the James E. Olson Trust to Premier Pellets, LLC recorded on May 21, 2008 as Instrument No. 200804856 and 200804857, Deed Records of Otero County, New Mexico.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2015, which Grantees assume and agree to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantees assume.

Conveyance:

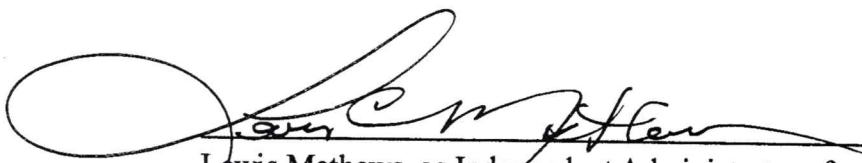
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantees the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantees and their heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantees and their heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor

and to hold it to Grantees and their heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantees and their heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

NOTICE: This Warranty Deed has been prepared from the information furnished by Grantor and Grantee, and there has been no title search of any nature performed, including but not limited to any determination of ownership or outstanding debts and liens on said property, nor has there been an investigation as to whether there are any delinquent taxes due on said property. This Warranty Deed has been prepared using New Mexico Statutory Form for Short Form Warranty Deed approved by State Comptroller as standard form, October 6, 1947; Revised 1975.

GRANTOR:


Lewis Mathews, as Independent Administrator of
the Estate of Murray Mathews, Deceased, sole
member and manager of Premier Pellets, LLC

STATE OF _____)
COUNTY OF _____)

**See Attached
Notarial Certificate**

This instrument was acknowledged before me on _____ by Lewis Mathews in his capacity as Independent Administrator of the Estate of Murray Mathews, Deceased, being the sole member and manager of Premier Pellets, LLC.

Notary Public, State of _____
My commission expires: _____

AFTER RECORDING RETURN TO:

Mettauer Law Firm, PLLC
403 Nacogdoches Street, Suite 1
Center, Texas 75935
Tel: (936) 598-9400
Fax: (936) 598-6122

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

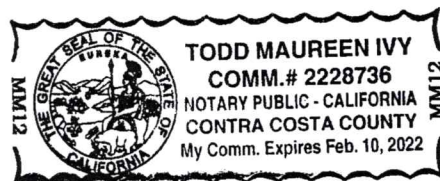
On 2-21-2018 before me, Todd Maureen Ivy (Notary Public)
(insert name and title of the officer)

personally appeared Lewis C Mathews
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Todd M Ivy (Seal)



MEMO

To:

FROM:

SUBJECT: Premier Pellets Unpaid Machinery Issue

DATE: August 1, 2014

The City originally provided \$147,420 to Premier. The payment information is listed below:

07/08/2010 -	\$105,200.00
08/11/2010 -	\$ 3,771.22
09/23/2010 -	\$ 11,368.00
09/27/2010 -	\$ 5,873.81
10/20/2010 -	\$ 18,514.00
11/20/2010 -	<u>\$ 2,692.97</u>
	\$147,420.00

The company never produced any jobs to repay the money. As a result, when they ceased operations Premier still owed the City \$147,420.00 plus interest. The burner was sold for \$78,750 through Associated Auction Liquidation. Received the payment on 11/26/13 through a wire payment of \$78,750, which was posted to line 105-0000-316.15-15 (Miscellaneous Revenue / City Misc Reimb/Claims) receipt #49606. When the sale proceeds were applied to the outstanding balance, it reduced the balance to \$68,670. After the sales proceeds from the sale of the burner there is still an outstanding balance of \$68,370 due plus interest of \$3,508.60 equaling a total of \$72,178.60.

MR411101

CITY OF ALAMOGORDO
Customer Charge Misc Information Inquiry

5/23/18
08:21:28

Customer ID : 3659 PREMIER PELLETS
Charge code : ECDVI ECONOMIC DEVELOPMENT
Keep misc charge info after printing : Y Y=Yes, N=No
Seq# Miscellaneous charge information
1.00 OF BIO-MASS DRYER
2.00 (CITY PD \$147420.00 LESS
3.00 \$78750.00)

More...

F3=Exit F12=Previous

WR430101

CITY OF ALAMOGORDO
Miscellaneous Receivables Inquiry

5/23/18
08:21:42

Customer ID . . . : 3659 Name: PREMIER PELLETS
Last statement . . : 3/31/17 Addr: 616 TENEAHA STREET
Last invoice . . . : 11/22/13 CENTER, TX 75935
Current balance . . : 72,178.60
Pending : .00 Status: A ACTIVE
Previous balance . : 72,178.60 Type: ECONOMIC DEVELOPMENT
Deposit balance . . : .00
Type options, press Enter. Open Activity

1=Select

Opt	Code	Description	Current	Overdue	Total due
-	ECDVI	ECONOMIC DEVELOPMENT	.00	68670.00	68670.00
-	ECINT	ECONOMIC DEVLMT INTEREST	.00	3508.60	3508.60

Bottom

F3=Exit	F7=Pending activity	F8=Charge hsty	F9=Payment hsty
F10=Combined detail	F11=Invoice inquiry	F12=Cancel	F13=Auto charges
F14=Deposit detail	F20=Print Activity Listing	F21=Other tasks	

MR430I03

CITY OF ALAMOGORDO
Miscellaneous Receivables Inquiry

5/23/18
08:21:35

Customer ID	3659	Name: PREMIER PELLETS
Last statement	3/31/17	Addr: 616 TENEAHA STREET
Last invoice	11/22/13	CENTER, TX 75935
Current balance	72,178.60	
Pending	.00	A ACTIVE ECONOMIC DEVELOPMENT

Charge code	ECDVI
Transaction date	11/22/13
Quantity	1.00
Original amount	68,670.00
Amount unpaid	68,670.00
Aging control	120
Posting priority	50
Reference number	
Original billing date	0/00/00
Description	ECONOMIC DEVELOPMENT
Comment	BALANCE FROM AUCTION SALE
Invoice this charge	Y

Press Enter to continue.

F3=Exit F5=Misc Information F12=Cancel F15=Charge/Payment Relationship

CITY OF ALAMOGORDO, NEW MEXICO
R E P R I N T

*** CUSTOMER RECEIPT ***

Spec: PARKISOND Type: WP Drawer: 1
Date: 11/26/13 24 Receipt no: 49606

Customer	Location Name	Amount
3660	3660 ASSOCIATED AUCTION/L	
AR	ACCOUNTS RECEIVABLE	\$78750.00

ASSOCIATED AUCTION/LIQUIDATION
DE/INV#30055

Tender detail	
WP WIRE PAYMENT	\$78750.00
Total tendered	\$78750.00
Total payment	\$78750.00

Trans date: 11/26/13 Time: 10:19:51

THANK YOU AND HAVE A NICE DAY



City of Alamogordo



August 24, 2011

Mr. Robert Ewing
Premier Pellets, LLC
P.O. Box 1000
Tularosa, NM 88352

RE: Contract period June 8, 2010 through June 8, 2011.

Dear Mr. Ewing:

I would like to take this opportunity to congratulate Premier Pellets, LLC on completing their first year of the Project Agreement with the City of Alamogordo. Premier Pellets, LLC has benefited the Otero County residents by providing jobs in the area.

According to *Section 2, Definitions/Page 2* of the agreement: *"Existing Payroll Base" shall mean the average annual payroll reported by the Qualifying Entity to the City in the Qualifying Entity's project application*". Premier Pellets' obligation was to meet an annual payroll base of \$361,224 before being eligible to receive any incentive. The Company reported, on the Job Audit Certificate-Exhibit B, an annual payroll base of \$274,705.97, leaving no incentive for the Company this year.

The City is required, per agreement, to perform the audit within sixty (60) days after the end of each Job Audit. In addition, the City is required to provide Premier Pellets an official notice of the audit results, therefore, please consider this letter as your official notice. Premier Pellets has 30 days from the receipt of this letter to provide reasonable satisfactory evidence of any discrepancy of the audit.

If you have questions concerning this notice, please contact Internal Control Analyst, Helen Viscarra-Reno at (575) 439-4214.

Sincerely,

Mark B. Roath
City Manager

CERTIFIED RRR #7002 2410 0006 5587 3817

City of Alamogordo

July 11, 2012

Mr. Robert Ewing
Premier Pellets, LLC
P.O. Box 1000
Tularosa, NM 88352

RE: Audit for the contract period June 8, 2011 through June 8, 2012

Dear Mr. Ewing:

As per the Project Agreement dated June 8, 2010, it is time for the job audit. Please accept this letter as a formal notice for this audit, which will be conducted by city staff.

In the Project Agreement, Paragraph 9 states: *A "Job Audit will be performed by the City or its agent within 60 days after the end of each Job Period. The Qualifying Entity will provide to the City no later than twenty (20) days after the job creation period a completed and certified Job Audit Certificate".* I am requesting that the **Certified** Job Audit Certificate, the State of New Mexico Employers Quarterly Wage Reports, the payroll registers and a list of the employee's names and addresses, be provided to the City by August 8, 2012. In addition, I am requesting the name, address (include email address) and telephone number of the person(s) who will be the primary contact for Premier Pellets, LLC.

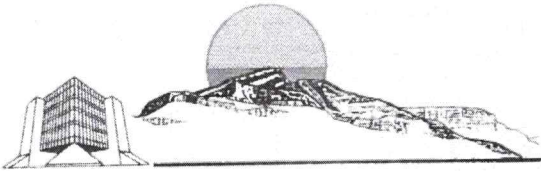
If the date of August 8, 2012 creates a problem for you, please do not hesitate to contact me at (575) 439-4214. I look forward to working with the Premier Pellets, LLC staff and I extend my appreciation for any assistance they provide during this audit.

Sincerely,



Helen Viscarra-Reno
City of Alamogordo
Internal Control Analyst

CERTIFIED RRR #7002 2410 0006 5587 4876



City of Alamogordo



1376 E. NINTH STREET • ALAMOGORDO, NEW MEXICO 88310-5838 • CITY ATTORNEY'S OFFICE
(575) 439-4210 FAX (575) 439-4396

May 29, 2013

Premier Pellets LLC
616 Teneaha Street
Center, TX 75935

Re: Project Participation Agreement between the City of Alamogordo, New Mexico and Premier Pellets LLC

Gentlemen:

In June, 2010, the City of Alamogordo passed Ordinance No. 1373, approving a local economic development project for secured financial assistance proposed by Premier Pellets, LLC ("Premier"). The ordinance authorized an agreement under the New Mexico Local Economic Development Act.

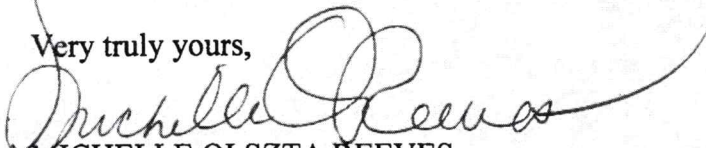
Your company received \$147,420 in economic development incentives to purchase and install a bio-mass dryer. This money was to be repaid through creation and maintenance of new jobs.

Premier has not met its job creation obligations; it has ceased operation of its bulk wood shavings operations in Otero County. These are events of default under the Agreement. Premier signed a promissory note agreeing to pay the City the balance of the Economic Development Incentive not otherwise repaid through the creation of jobs. Also, the City holds a security interest in the equipment purchased with the original incentive funds and a mortgage on land located at 49 Moonvalley Road, Tularosa, New Mexico.

This letter will serve as notice pursuant to the Agreement that Premier has defaulted and has thirty (30) days following receipt of this notice to cure the default or to furnish a written response, pursuant to Section 16(b) of the Agreement.

After receipt of your response, this matter will be presented with recommendations to the City Commission. Premier will have an opportunity to address the Commission before their decision. The decision will be final and binding and the Commission may immediately terminate the agreement and demand immediate repayment of \$147,420, plus interest(accrued and deferred), and foreclose upon, collect and recover all collateral pledged by Premier Pellets LLC as security for the Promissory Note if repayment is not made.

Very truly yours,


MICHELLE OLSZTA REEVES
Assistant City Attorney



City of Alamogordo

1376 E. NINTH STREET • ALAMOGORDO, NEW MEXICO 88310-5838 • CITY ATTORNEY'S OFFICE

(575) 439-4210 FAX (575) 439-4396

May 24, 2018

Lew Mathews
Independent Administrator of Estate of Murray Mathews, Deceased
616 Tenaha St.
Center, TX 75935

Lewis Mathews & Collin Mathews, Co-Trustees
Collin Mathews Trust/Taighen Mathews Trust
616 Tenaha St.
Center, TX 75935

RE: *Premier Pellets, LLC and 49 Moon Valley Road, Tularosa, NM*

Gentlemen:

In June, 2010 the City of Alamogordo approved a local economic development project which authorized an agreement with Premier Pellets for \$147,420 in incentives for the purchase of equipment for the operation located at 49 Moon Valley Road, Tularosa, New Mexico. This incentive was to be repaid with the creation of new jobs, but was additionally secured with both the equipment purchased as well as the facility.

None of the jobs required were ever created and the facility ceased operations without having repaid any of the incentive. While the drying oven was seized and sold at auction, there remains a balance of \$72,168 owed to the City of Alamogordo at this time and interest continues to accumulate.

I write in an attempt to come to a settlement of this debt and would request for you contact my office to make arrangement to satisfy this debt within 30 days of the receipt of this letter. Should we not be able to reach some mutually satisfactory agreement, we will have no choice but to foreclose on the property to regain the public funds given to Premier Pellets.

Please feel free to contact me at your earliest convenience at 575-439-4210.

Sincerely,

Petria Schreiber
City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/24/2018

Report No: 7.

Submitted By: Brian Peete

Subject: Consider, and act upon, Memorandum of Understanding with the HIDTA White Mountain Task Force. *(Brian Peete, Chief of Police)*

Fiscal Impact: No Fiscal Impact-HIDTA reimburses overtime costs for HIDTA-related investigations.
Amount Budgeted: \$0.00
Fund: \$0

Additional Fiscal Impact:

Recommendation: Approve the MOU.

Background: The Alamogordo Police Department (APD) is recommending the City join the High Intensity Drug Trafficking Area (HIDTA) under Lincoln County which will operate as the fiscal agency. Alamogordo is part of an area, designated by the government, of high narcotic activity/trafficking. By joining HIDTA, APD will have access to additional intelligence, resources and augment personnel so to combat criminal narcotic in our area.

There are no costs to join HIDTA. HIDTA reimburses participating agencies for OT associated to HIDTA-related investigations.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF OTERO, CITY OF ALAMOGORDO, VILLAGE OF
RUIDOSO, CITY OF RUIDOSO DOWNS, 12th JUDICIAL DISTRICT
ATTORNEY
and
THE COUNTY OF LINCOLN**

I. Identification of Parties

The parties of this memorandum of understanding are the governing bodies of the City of Alamogordo, the Chief of Alamogordo Police Department, the Alamogordo Police Department, the Village of Ruidoso, the Chief of Ruidoso Police Department, the Ruidoso Police Department, the City of Ruidoso Downs, the Chief of Ruidoso Downs, the Ruidoso Downs Police Department, the County of Otero, the Sheriff of Otero County, the Otero County Sheriff's Department, the 12th Judicial District Attorney, the County of Lincoln, the Lincoln County Sheriff's Office, and the Sheriff of Lincoln County, collectively referred to as "parties".

II. Authority

The authority for this agreement is contained in Section 11-1-3, NMSA 1978, as amended.

III. Purpose

The purpose of this agreement is to state the general understandings between the involved parties, as heretofore stated, with regards to the development, implementation and operation of a drug enforcement task force to be named the White Mountain Drug Task Force, DBA Lincoln County Narcotics Enforcement Unit. This Task Force will be funded, staffed, and operated by the parties herein identified.

IV. Establishment of a Board of Directors

A Board of Directors shall be established and shall be comprised of one representative from each party herein identified under Section I of this agreement, as well as any other representative from another agency bound to cooperation with the Task Force through a separate MOU, as deemed fit through the current Board of Directors. The Board of Directors may designate agencies, who participate occasionally with the task force, but who do not have a full time assigned agent/officer to the task force, as Ex-Officio member(s) of the Board of Directors.

V. Board of Directors Rights and Responsibilities

- A. The Board of Directors (Board) shall meet no less than one (1) time, bi-monthly, with the next meeting date being set at the previous or present meeting, but in any event the meeting shall occur prior to the end of the month. This requirement may be waived for any regularly scheduled bi-monthly meeting by the majority vote of the Board. At the first meeting of the Board, the Board shall elect, by a majority vote, a Chairman of the Board. The Chairman of the Board shall conduct all meetings of the Board and shall ensure that the Board's decisions are conveyed to the affected personnel or Task Force Commander.
- B. The Task Force Commander shall make a report of the Task Force's efforts to the Board of Directors and the Board of Directors may offer suggestions, make requests and/or give direction to the Task Force Commander.
- C. The Board shall set policy for the operations of the Task Force.
- D. The Chairman of the Board will have the power to call meetings and set the rules of order for the meeting(s).
- E. The Chairman of the Board shall be the day-to-day Board of Directors point of contact for the commander of the task force.
- F. Each Board member shall have one vote per agenda item. A simple majority vote rules unless otherwise specified. A quorum will consist of a simple majority. An electronic or telephonic vote may be allowed. However, no proxy voting shall be allowed.
- G. The Chairman of the Board shall cause minutes of all Board meeting to be kept.
- H. Each board member may designate an alternate to represent him/her at any Board of Directors meeting.

VI. Specific Operating Policies and Procedures

Specific policies and procedures not contained herein, which may be necessary to further the purpose of this agreement may be developed and promulgated by agreement between the parties to this agreement. All policies and/or procedures which may be developed shall be approved by the Board of Directors. The provisions of this agreement shall not be changed or altered in any manner without unanimous approval of the Board of Directors.

VII. Law Enforcement Staffing

- A. Law enforcement staffing of the Task Force shall only be comprised of full-time qualified/certified law enforcement officers.
- B. Selection of the law enforcement personnel assigned from each agency shall be conducted by that agency. The Commander may be allowed to participate in the selection process of Lincoln County law enforcement

personnel and the Deputy Commander may be allowed to participate in the selection process of Otero County law enforcement personnel.

- C. Each law enforcement agency shall furnish their respective personnel, which are assigned to the Task Force, with all of the basic equipment, which shall include, but not limited to, vehicles.

VIII. Non-Law Enforcement Personnel

- A. All non-law enforcement personnel shall go through the same selection and retention process as the law enforcement officers.
- B. All non-law enforcement personnel shall be subject to all appropriate rules and regulations of the Task Force.

IX. Temporary Staffing

- A. All temporary staff shall go through the same selection and retention process as the law enforcement officers.
- B. All temporary staff members shall be subject to all appropriate rules and regulations of the Task Force.
- C. The Board shall furnish, as necessary, additional law enforcement and/or support personnel to assist the Task Force. The support personnel shall be from one of the Board member's agencies or may be hired by the Board and paid for with grant funds or funds acquired from the Task Force forfeiture funds (within the limitations of the statutes, both Federal and State of New Mexico) and any other applicable rules or regulations.

X. General Funding

- A. Each law enforcement agency shall bear all costs for the personal services of their respective personnel that are assigned to the Task Force, including payment for wages, salaries, overtime and all fringe benefits.
- B. However, if funding is available for the payment of overtime by other sources such as, but not limited to grant funds, the grant funds should (or may) be used before the law enforcement agencies funds are used.

XI. Task Force Fiscal Agent

- A. The County of Lincoln shall act as the fiscal agent for the Task Force.

XII. Forfeiture Actions Filed in New Mexico State Courts

- A. All forfeiture actions filed under New Mexico statutes, regarding the White Mountain Drug Task Force, will be pursued by the 12th Judicial District Attorney's Office and done in compliance with the New Mexico "Forfeiture Act," § 31-27-1, NMSA 1978 et seq.

- B. Any and/or all necessary follow-up investigation, in reference to an asset being sought for forfeiture, will be conducted by the Task Force personnel, as directed by the Task Force Commander if the asset was seized in Lincoln County and by the Deputy Commander if the asset was seized in Otero County.

XIII. Task Force Direction and Control

- A. The Board shall provide general oversight, direction and control for the Task Force.
- B. The Board shall, by majority vote, appoint one (1) Task Force Commander, who shall be responsible for the day-to-day supervision and control of investigative operations within Lincoln County, shall have reasonable fiscal control over the Task Force, and shall report directly to the Board of Directors. If grant funding is available the Task Force Commander position may be grant funded, at the discretion of the Board. The Board shall, by majority vote, decide if the position is to be grant funded and shall hire the person to fill the Task Force Commander position. The Task Force Commander shall be selected/retained by majority vote of the Board.
- C. The Board shall, by majority vote, appoint one (1) Task Force Deputy Commander, who shall be responsible for the day-to-day supervision and control of investigative operations within Otero County. The Deputy Commander reports directly to the Board of Directors. If grant funding is available the Task Force Deputy Commander position may be grant funded, at the discretion of the Board. The Board shall, by majority vote, decide if the position is to be grant funded and shall hire the person to fill the Task Force Deputy Commander position. The Task Force Deputy Commander shall be selected/retained by majority vote of the Board.
- D. The Commander shall be located within the County of Lincoln. When the Board votes on the selection of the Commander; all board members shall have one vote.
- E. The Deputy Commander shall be located within the County of Otero. When the Board votes on the selection of the Deputy Commander; only the board members located in Otero County shall have one vote.
- F. The District Attorney shall have the right to one vote for both the Commander and the Deputy Commander.
- G. The Commander and Deputy Commander shall coordinate operations and openly and fairly share the resources necessary to insure success of the investigations that involve more than just their area of responsibility as defined in XIII B and C.

XIV. Claims and Costs

- A. The parties agree that each entity shall be responsible for its own actions and those of its members, agents, and authorized representatives while conducting Drug Task Force operations or services.
- B. It is expressly understood and agreed by all parties and administering jurisdictions that no entity shall be held liable for the actions of any other entity, its members, or authorized representatives while in any manner participating in Drug Task Force activities.
- C. All parties to this agreement are “public employees,” as defined in the New Mexico Tort Claims Act, and as such, do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s), or liability pursuant to the New Mexico Tort Claims Act. No provision in this contract modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to the parties, their departments, and their public employees.
- D. No 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 limitations of the New Mexico Tort Claims Act, §41-4-1 et. seq. NMSA, 1978. Each signatory party participating in this agreement shall carry liability insurance or qualify as a self-insured entity as required by law.
- E. The parties hereto agree that this document is not intended, by any provisions or part here of, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related too or arising out of the provisions of this agreement.
- F. Nothing in this agreement shall prevent one party from seeking some form of relief against another party when the issue is whether or not the terms of this agreement were violated.

XV. Duration of the Task Force

- A. The effective beginning date of the task force on the date that each party signs this agreement. This agreement shall continue in full force and effect until or unless modified by written agreement or terminated by any party. A party desiring to terminate this agreement must give 30 days written notice to each of the parties. The termination of one party does not terminate the agreement between the remaining parties. This agreement shall be reviewed every four (4) years from the date of the last signature affixed to this agreement.

XVI. Dissolution of the Task Force

- A. In the event that this agreement is terminated, and the Task Force dissolved, the following shall apply:
1. All personnel shall return to their respective agencies.
 2. Any personnel that are solely employees of the Task Force, funded by grant funds and/or forfeited funds, shall be given two (2) weeks notice of termination and then terminated from employment.
 3. All remaining forfeited cash assets and interest shall be equally distributed to each of the participating agencies.
 4. All forfeited non-cash assets accrued by the Task Force shall be equally distributed to each of the participating agencies.
 5. All other assets, equipment, materials, or supplies shall be returned to the contributing agencies and the assets that were purchased by the Task Force shall be equally distributed to each of the participating agencies.
 6. All equipment purchased with grant funds shall be disposed of in accordance with the grantor's policies and procedures.

Signed:

Otero County Commission Chairperson
Otero County Commission

Date

David Black, Sheriff
Otero County Sheriff's Office

Date

Lincoln County Commission Chairperson
Chairman, Lincoln County Commission

Date

Robert Shepperd, Sheriff
Lincoln County Sheriff's Office

Date

Mayor, City of Alamogordo
City of Alamogordo

Date

Brian Peete, Chief of Police
Alamogordo Police Department

Date

Mayor, Village of Ruidoso
Village of Ruidoso

Date

Darren Hooker, Chief of Police
Ruidoso Police Department

Date

Mayor, Ruidoso Downs
City of Ruidoso Downs

Date

Mark Hargrove, Chief of Police
Ruidoso Downs Police Department

Date

John P. Sugg, District Attorney
12th Judicial District Attorney

Date



SOUTHWEST BORDER HIDTA NEW MEXICO REGION

INTELLIGENCE DRIVEN DRUG ENFORCEMENT COORDINATION

A Presentation by the Alamogordo Police Department

Chief Brian Peete

July 6, 2018

HIDTA and the Alamogordo Police Department: The Questions to Ask

- **What is HIDTA?**
- **An Assessment of HIDTA and does it really work?**
- **Is Alamogordo affected by drug use?**
- **How would Alamogordo benefit from re-joining HIDTA?**
- **What does APD recommend?**

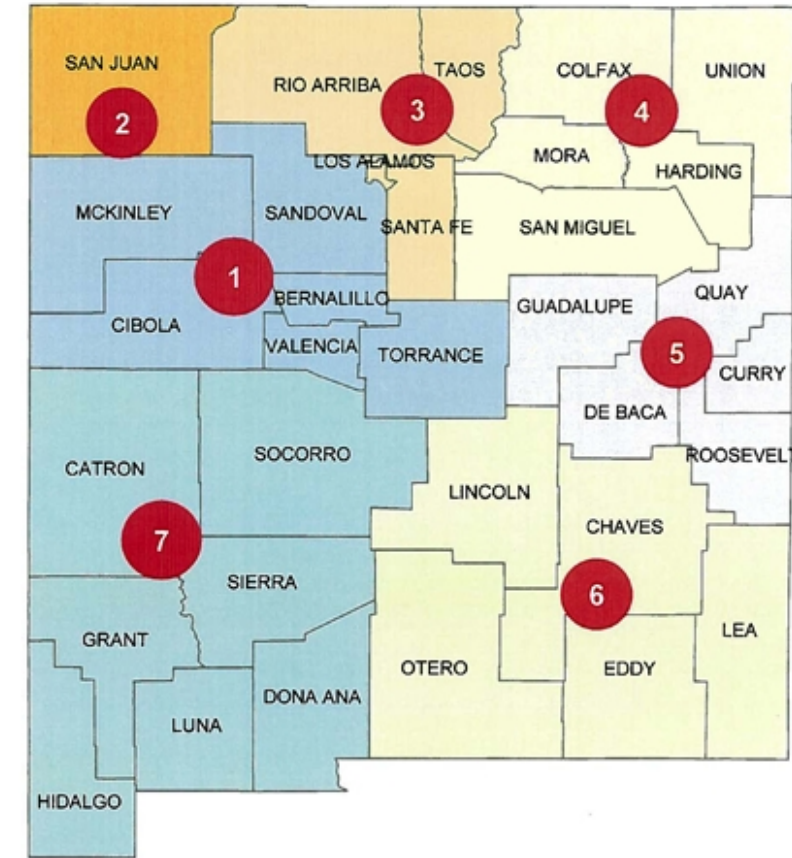
HIGH INTENSITY DRUG TRAFFICKING AREAS

Mission Statement

The mission of the New Mexico Investigative Support Center (NMISC) is to promote and facilitate the sharing and coordination of criminal intelligence throughout the Southwest Border and the nation. The NMISC provides criminal drug intelligence services that include investigative case support, event and target de-confliction and the development of strategic intelligence products in support of law enforcement at all levels of government

What They Do

The New Mexico Investigative Support Center is a multi-agency counter drug intelligence center supported and funded by the Southwest Border HIDTA New Mexico Region. The NMISC provides investigative case support and strategic intelligence support to all HIDTA supported drug task forces throughout New Mexico. The NMISC maintains two offices; one in Las Cruces and one in Albuquerque; that employ 12 full time and four part-time intelligence analysts



Local HIDTA History

In 1990 the US Congress recognized and designated Otero County as a HIDTA county. This was done as a result of the threat indicating the transshipment corridor as well as the overall drug impact to that county. This was done in the early stages of HIDTA and Otero county was one of the few Southwest Border counties that was not adjacent to the Republic of Mexico. Eddy County and Lea County were designated at the same time and for the same reasons.

An Early Assessment of HIDTA

- **In 2001 BOTEC Analysis (commissioned by the National Criminal Justice Reference Service) released an analysis of the HIDTA Program**
- **The Southwest Border was considered the most diverse of all HDTAs as it abuts Mexico for ~2000 miles with a majority of it being unpopulated.**
- **Such areas are prime targets for air, land and maritime drug trafficking as offenders can cross unmanned borders more easily, hide from authorities, and use stash houses along the border.**
- **Given the vast size and difficult terrain, the Southwest Border is a naturally vulnerable target that is grossly abused by drug smugglers from Mexico.**

An Early Assessment of HIDTA Cont.

- **Mexico was(is) a chief source of marijuana and heroin consumed in the U.S. and was a transit country for heroin, marijuana and cocaine smuggled from South America. Among the hardest hit of southwestern cities from this trafficking was(is) El Paso.**
- **Methamphetamine produced in Mexico for delivery into the U.S. as well as domestic production was added to the HIDTA threat assessment**

Does HIDTA Work?

From 2005 to 2018, HIDTA has:

- Disrupted or dismantled an average of 2,882 drug trafficking and money laundering organizations each of which 60%+ were part of an international or multi-state operation
- Dismantled ~17,000 Meth labs
- Taken 959 tons of cocaine, 185 tons of meth, 39 tons of heroin and fentanyl, 5 tons of prescription opioids off the street: +7,700 total tons
- Seized \$8.5 billion in cash & \$3.7 billion in real property from traffickers
- Provided training for 556,000 agents, officers, analysts and other staff
- Stood up the Heroin Response Strategy in 2015: a multi-disciplinary approach to combating the heroin and opioid epidemic.
- In 2017, HIDTA-funded operations removed ~22.3 tons of marijuana, 1.5 tons of cocaine, 2.2 tons of meth, and almost ½ ton of heroin from the highways & seized more than \$1.7mm in cash

Is Alamogordo Affected by Drug use?

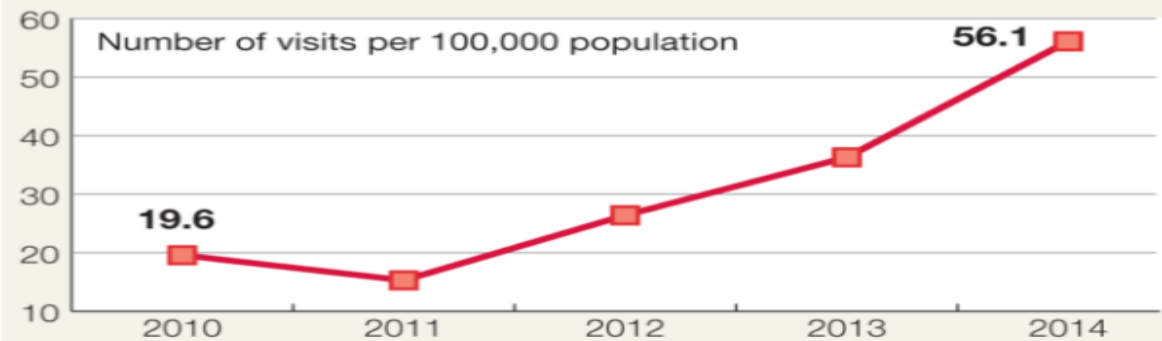
- Many Quality of Life crimes and issues are affected by Narcotics: Robberies, Burglaries, Assaults, and Homicides
- Opioid overdoses claim an average of 115 lives per day ([Source: https://oversight.house.gov](https://oversight.house.gov))
- In 2017, AMR responded to 318 calls related to overdose, and in 2018 YTD, AMR responded to 146 calls related to overdose (Source: AMR)



Overdose Statistics for Otero County

Calendar Year	2017	2018 (to date)
<u>Incident Cause</u>		
Toxicological (Total)	318	146
Alcohol	203	91
Illegal Drugs	31	25
Inhalant	3	1
Other Toxicological	5	2
Over the Counter	9	2
Prescription Medication	60	19
Unspecified	7	6

AMPHETAMINE-RELATED EMERGENCY ROOM VISITS IN NEW MEXICO



SOURCE: N.M. Department of Health

- One-on-one discussions with educators, parents, and other community members has identified proactive narcotic investigations as a priority

Is Alamogordo Affected by Drug Use Cont.

- Border agents seize more than \$1M in heroin near Alamogordo, NM (June 2018, Source: [Deming Headlight](#))
- Border agents arrest Barrio Azteca gang member with meth load near Alamogordo, NM (June 2018, Source: [Deming Headlight](#))
- Alamogordo Woman Sentenced to 12 Years on Federal Meth Conviction (Nov 2016, Source: [krwg.org](#))
- Alamogordo man charge with child abuse (April 2015, Source: [Ruidoso News](#))
- 3-year-old on meth (August 2009, Source Alamogordo Daily News)
- Suspect sought after Alamogordo Drug Raid (March 2009, Source: [Albuquerque Journal](#))

Is Alamogordo Affected by Drug Use Cont.

A Youth Risk and Resiliency Survey found the following: (Source: [NM Youth Risk & Resiliency Survey](#), 2015)

- 22.9% of Youth in grades 6-8 have used marijuana (10% in 2009) & 16.8% were currently using, and 3.4% have used cocaine

A Youth Risk and Resiliency Survey found the following: (Source: [NM Youth Risk & Resiliency Survey](#), 2015)

- 30.7% of High Schoolers are currently using marijuana, 8.2% were currently using inhalants, 7.9% were currently using cocaine, 6.2% were currently using methamphetamines, and 3.9% were currently using heroin

What are the benefits of HIDTA?

Doing so allows us to more readily work together and share resources and information for all drug investigations. This would be a collaborative partnership with Otero County and the Otero County Sheriff's Department, the City of Ruidoso and the Ruidoso Police Department, the City of Ruidoso Downs and the Ruidoso Downs Police Department, the County of Lincoln and the Lincoln County Sheriff's Office, and the 12th Judicial District Attorney's Office.

The Potential Benefits of Re-Joining HIDTA

PROS

- **Intelligence & Information Sharing for Targeted Enforcement**
- **Sharing of resources**
- **Supplements Investigative & Prosecutorial Resources**
- **Training Opportunities**
- **Funding**
- **Officer Safety & De-Confliction**

CONS

- **Strict adherence to program requirements**
- **Fiscal tracking and allotment**
- **APD Manpower & bandwidth**

What Does APD Recommend?

Sign the White Mountain Task Force MOU and rejoin HIDTA

While there will be some growing pains and intricacies in re-establishing a HIDTA program and tracking expenditures in the City budget, there is a team of experienced support and administrative personnel we can lean on. APD is actively planning to strengthen proactive drug investigations and enforcement in its Five-year Strategic Plan and combined with comprehensive partnership with other community and professional organizations, we believe we can make significant strides in riding our City of narcotics thus improving safety, quality of life, and in creating positive growth.

Organizing a HIDTA Team

- If the City signs the MOU, APD will officially rejoin HIDTA
- HIDTA then conducts a risk assessment with City Finance
- APD will then need to coordinate closely with Lincoln County, the DA and the Sheriff-Elect to establish timelines, cross-commissioning and other internal policies and procedures
- When personnel levels increase and supporting resources are in place or in-work, identify, assign, and train dedicated full-time officers to the HIDTA team
- Coordinate with City Service Providers in researching alternative programs for low-level offenders (Note: The City has no primary drug and alcohol treatment facility)

Fiscal Impact

- **No upfront costs: HIDTA Funded Tasks Forces are reimbursed OT costs, the City only provides officers**
- **APD will be eligible for additional federal funding for other resources that can be used by HIDTA entities**
- **Lincoln County is the Fiscal Agent**



Questions?

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/22/2018

Report No: 8.

Submitted By: Sue Ashe, Katie Josselyn

Subject: Consider, and act, upon, Resolution No. 2018-41 adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommended projects for Fiscal Years 2020-2024. *(Sue Ashe, Accountant and Katie Josselyn, Acting Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact: N/A

Amount Budgeted: \$0.00

Fund: N/A

Additional Fiscal Impact:

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

Background:

In January of each year, the City provides our legislature with a prioritized list of Capital Improvement Projects for possible legislative funding.

As a result, the Office of the City Manager and staff initiated the annual ICIP process by requesting City departments to submit feasible projects for consideration. In addition, the City conducted a public meeting at the City of Alamogordo Library on June 27, 2018 at 4:00 p.m. for public input.

Thus, staff advises that the City Commission approve the ICIP project list as recommended and that the top five ICIP projects be presented for the January 2019 Legislative Capital Outlay Request for possible funding. This list is due to DFA no later than September 4, 2018.

The top five (5) projects recommended by City staff are:

- New First Defender RMX Hazmat Identification Tester - \$71,200 – Sponsor, Fire Chief Jim LeClair
- Police Department Vehicles & Equipment - \$200,000 - Sponsor, Police Chief Brian Peete
- Library Restroom Renovation- \$135,000 - Sponsor, Veronica Ortega, Community Services Director
- Library North Patio Renovations - \$279,738 – Sponsor, Veronica Ortega, Community Services Director
- Facilities for ADA Compliance - \$300,000 - Sponsor, Bob Johnson, Engineering Manager

RESOLUTION NO. 2018-41

A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) AND IDENTIFYING THE TOP FIVE (5) RECOMMENDED PROJECTS FOR FISCAL YEAR: 2020 – 2024

WHEREAS, the City of Alamogordo, New Mexico, a municipal corporation, recognizes the financing of public capital projects has become a major concern in the State of New Mexico, and nationally; and,

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and,

WHEREAS, this process contributes to local and regional efforts in project identification and selection to achieve necessary project development; and

WHEREAS, this process contributes to the local and regional efforts in project identification and selection in short and long-range capital planning efforts.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Alamogordo, New Mexico:

Section 1. That the City of Alamogordo has adopted the attached infrastructure Capital Improvements Plan for FY2020-FY2024; and,

Section 2. That the City of Alamogordo has identified the top five (5) recommendations for Capital Outlay projects for the Infrastructure Capital Improvements Plan for FY2020-2024, and;

Section 3. That it is intended that the Plan be a working document and that it be the first of many steps towards improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED APPROVED AND ADOPTED this _____ of _____ 2018.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

Richard A Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM;

Petria Schreiber, City Attorney

FY 2020 through FY 2024 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN PROJECT SUMMARY (ICIP)												
Number	Department		Project Title	Category	Fund Sources	Funded to Date	2020	2021	2022	2023	2024	Project Grand Total
1	Alamogordo Fire Depart	2020-01	New First Defender RMX Hazmat Identification Tester	Fire	CAPITAL OUTLAY NMFA LOAN LOCAL FUNDS	\$ -	\$ 71,200	\$ -	\$ -	\$ -	\$ -	\$ 71,200
2	Alamogordo Police Dept.	2020-02	Police Department Vehicles & Equipment	Public Safety Vehicles	CAPITAL OUTLAY	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,450,000
3	Community Services	2020-03	Library Restroom Renovation	Library	CAPITAL OUTLAY	\$ -	\$ 135,000	\$ -	\$ -	\$ -	\$ -	\$ 135,000
4	Community Services	2020-04	Library North Patio Renovations	Library	CAPITAL OUTLAY LOCAL FUND	\$ -	\$ 279,738	\$ -	\$ -	\$ -	\$ -	\$ 279,738
5	Engineering	2020-05	Facilities for ADA Compliance	Other	LOCAL FUNDS CAPITAL OUTLAY CDBG GRANT	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
6	Alamogordo Fire Depart	2020-06	New Brush Truck	Fire	CAPITAL OUTLAY NMFA LOAN LOCAL FUNDS	\$ -	\$ 81,200	\$ -	\$ -	\$ -	\$ -	\$ 81,200
7	Alamogordo Fire Dept.	2020-07	ARFF Truck for Fire Station #3	Fire	CAPITAL OUTLAY OTHER STATE GRANTS NMFA LOAN LOCAL FUNDS	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000
8	Alamogordo Fire Dept.	2020-08	Construct New Fire Station for Whitesands Airport & Fire District 2	Fire	CAPITAL OUTLAY OTHER STATE GRANTS NMFA LOAN LOCAL FUNDS	\$ -	\$ 50,000	\$ 1,560,000	\$ -	\$ -	\$ -	\$ 1,610,000
9	Alamogordo Fire Depart	2020-09	Construct New Fire Station #8 fir District 6 Mesa Village Area	Fire	CAPITAL OUTLAY NMFA LOAN	\$ -	\$ 160,000	\$ 3,800,000	\$ 721,200	\$ -	\$ -	\$ 4,681,200
10	Alamogordo Fire Dept.	2020-10	ARFF Training Facility at White Sands Regional Airport	Fire	CAPITAL OUTLAY OTHER STATE GRANTS NMFA LOAN LOCAL FUND	\$ -	\$ 75,000	\$ 1,000,000	\$ 725,000	\$ -	\$ -	\$ 1,800,000
11	Alamogordo Fire Dept.	2020-11	Fire Station #7 Improvements	Fire	CAPITAL OUTLAY NMFA LOAN LOCAL FUNDS	\$ 7,319	\$ 490,000	\$ 30,000	\$ -	\$ -	\$ -	\$ 527,319
12	Finance	2020-12	GIS Information & Services	Adm./Service Facilities (Local)	CAPITAL OUTLAY LOCAL FUNDS	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 100,000
13	Airport	2020-13	Runway Strengthening & Design	Airports	CAPITAL OUTLAY FEDERAL GRANT	\$ -	\$ 8,000,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000,000
14	Public Works	2020-14	Snake Tank Transmission Line	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT CAPITAL OUTLAY NMED LOAN	\$ 1,200,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 11,200,000
15	Public Works	2020-15	City Hall HVAC Replacement	Adm./Service Facilities (Local)	LOCAL FUNDS LOCAL BONDS	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 200,000
16	Airport	2021-01	Runway 4-22 Lighting Rehabilitation	Airports	CAPITAL OUTLAY FEDERAL GRANT	\$ -	\$ -	\$ 945,000	\$ -	\$ -	\$ -	\$ 945,000

FY 2020 through FY 2024 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN PROJECT SUMMARY (ICIP)												
Number	Department		Project Title	Category	Fund Sources	Funded to Date	2020	2021	2022	2023	2024	Project Grand Total
17	Public Works	2020-16	Fresnal Canyon Pipeline Replacement, Diversion 5 to Snow Smith Springs	Water Supply	LOCAL BOND NMED GRANT CAPITAL OUTLAY NMED LOAN	\$ -	\$ 675,000	\$ -	\$ -	\$ -	\$ -	\$ 675,000
18	Public Works	2020-17	Foothills Water Storage Rehab	Water Supply	Local Bond NMED Grant Capital Outlay NMED Loan	\$ -	\$ 1,052,300	\$ -	\$ -	\$ -	\$ -	\$ 1,052,300
19	Public Works	2020-18	Lower Alamo Water Storage Rehab	Water Supply	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	\$ -	\$ 810,600.00	\$ -	\$ -	\$ -	\$ -	\$ 810,600.00
20	Public Works	2020-19	Ocotillo Water Storage Rehab	Water Supply	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	\$ -	\$ 56,800.00	\$ -	\$ -	\$ -	\$ -	\$ 56,800.00
21	Public Works	2020-20	Upper Heights Water Storage Rehab	Water Supply	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	\$ -	\$ 816,400.00	\$ -	\$ -	\$ -	\$ -	\$ 816,400
22	Public Works	2020-21	Griggs Field Park GSR	Wastewater	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	\$ -	\$ 897,317	\$ -	\$ -	\$ -	\$ -	\$ 897,317
23	Public Works	2020-22	18th Street GSR	Wastewater	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	\$ -	\$ 1,491,516	\$ -	\$ -	\$ -	\$ -	\$ 1,491,516
24	Public Works	2020-23	University Park GSR	Wastewater	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	\$ -	\$ 839,127	\$ -	\$ -	\$ -	\$ -	\$ 839,127
25	Public Works	2020-24	10th Street Reservoir Exterior	Water Supply	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	\$ -	\$ 208,600	\$ -	\$ -	\$ -	\$ -	\$ 208,600
26	Community Services	2021-02	Senior Center Parking Lot	Senior Facilities	ALTSD GRANT	\$ -	\$ -	\$ 373,727	\$ -	\$ -	\$ -	\$ 373,727
27	Community Services	2020-25	Senior Center Bus	Senior Facilities	ALTSD GRANT	\$ -	\$ 76,001	\$ -	\$ -	\$ -	\$ -	\$ 76,001
28	Community Services	2020-26	Alamo Sr. Center Dishwasher	Senior Facilities	ALTSD Grant	\$ -	\$ 36,503	\$ -	\$ -	\$ -	\$ -	\$ 36,503
29	PHA	2020-27	Replacement of Windows at Alta Vista & Plaza Hacienda	Housing-Related Cap Infra	FEDERAL GRANT	\$ -	\$ 827,000	\$ -	\$ -	\$ -	\$ -	\$ 827,000
30	PHA	2020-28	Upgrade Housing Unit Plumbing at Plaza Hacienda	Housing Related Cap Infra	FEDERAL GRANT	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ 150,000
31	Airport	2020-29	Replace AWOS	Airports	CAPITAL OUTLAY FEDERAL GRANT	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
32	PHA	2021-03	Remove & Replace Sidewalks, Curbs & Gutters at Alta Vista	Housing-Related Cap Infra	FEDERAL GRANT	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000

FY 2020 through FY 2024 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN PROJECT SUMMARY (ICIP)	
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AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/21/2018

Report No: 9.

Submitted By: Larry Garner

Subject: Consider, and act, upon lifting stage 1 water restrictions. *(Larry Garner, Public Works Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: The Green GST is now in service and we are taking advantage of our well fields easing our water production restraints. Staff recommends lifting the Stage 1 restrictions put into place earlier this summer due to the Rehab of the Storage Tank.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/22/2018

Report No: 10.

Submitted By: Petria Schreiber

Subject: Consider, and act upon, first publication of Ordinance 1577, an ordinance amending section 2-14-040 of the Alamogordo Code of Ordinances regarding economic development. *(Petria Schreiber, City Attorney)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for first publication.

Background: This amendment to the economic development ordinance strikes out the retail business portion of the ordinance. The City has not pursued a LEDA retail project since passing this amendment in November, and has no plans to currently.

ORDINANCE NO. 1577

AN ORDINANCE AMENDING SECTION 2-14-040 OF THE ALAMOGORDO CODE OF ORDINANCES REGARDING ECONOMIC DEVELOPMENT

WHEREAS, the City Commission of the City of Alamogordo wishes to encourage and foster local economic development in compliance with state and local laws;

NOW, BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo, New Mexico that Section 2-14-040 of the *Code of Ordinances of the City of Alamogordo*, New Mexico, are hereby amended to read as follows:

2-14-040. - Economic development strategic plan.

Note: The terms "city," "Alamogordo" and "City of Alamogordo" referred to in this economic development strategic plan refer to the city government of that legal entity called the City of Alamogordo.

- (a) *Economic development goals:* Having encouraged the support of the community and its leadership through public meetings and interviews, this economic development strategic plan declares the following to be desired goals:
- (1) To diversify the local economy by the creation of additional jobs in existing business and the development of new business.
 - (2) To support the development of industrial/business park(s) that will be attractive to new and expanding business.
 - (3) To, when feasible and within the provisions of the New Mexico Local Economic Development Act, use public funds to assist in the development of new jobs.
 - (4) To only assist businesses that meet all applicable environmental rules and regulations, both state and national.
 - (5) To encourage cooperation between the public and private sectors as they assist in the creation of new jobs.
 - (6) To support and encourage actions that will foster the utilization of Holloman AFB and White Sands Missile Range at their current levels of employment and when possible work for the creation of additional jobs.
 - (7) To help develop within the community's resources the best possible vocational and other skill training to prepare the local populace to enter the work force.
 - (8) To help develop the arts, cultural and entertainment industries within Alamogordo.
- (b) Types of businesses that meet the community's goals: Those that fit most or all of this criteria will be selected when considering giving assistance under the Local Economic Development Act. This list is not necessarily all inclusive, and should an industry fall outside this preferred list, individual consideration will be granted.

Alamogordo considers the following types of businesses to be those that are preferred or meet the community goals:

- (1) Industry that meets all environmental standards both state and federal.
 - (2) Industry that does not use large amount of water in its production processes. Exceptions may be made in instances where the water is mostly reprocessed rather than discharged.
 - (3) Industries that pay a wage that will help improve the local per capita income.
 - (4) Industries that can take advantage of the highly skilled personnel that are available as the result of discharge or retirement from area military installations.
 - (5) Qualifying office/service industries such as telemarketing or data processing that provide jobs attractive to high unemployment groups including second incomes for families.
 - (6) Industry that will help diversify the local labor market and lessen the reliance on federal government employment.
 - (7) Research and development, particularly those related to the aerospace industry.
 - (8) Light assembly or manufacturing industry that are labor intensive.
- (c) *Criteria for community assistance:* Community assistance will be considered for those industries that meet the criteria of a "qualifying entity" as defined in the Local Economic Development Act Law of 1993, Chapter 297, 5-10-3 as follows:
- (1) An industry for the manufacturing, processing, or assembling of agricultural or manufactured products;
 - (2) A commercial enterprise for storing, warehousing, distributing, or selling products of agriculture, mining or industry, but, other than as provided in paragraph (5), (6) or (9) of this subsection, not including any enterprise for sale of goods or commodities at retail or for distribution to the public of electricity, gas, water or telephone or other services commonly classified as public utilities;
 - (3) A business, including a restaurant or lodging establishment, in which all or part of the activities of the business involves the supplying of services to the general public or to governmental agencies or to a specific industry or customer, but, other than as provided in paragraph (5) or (9) of this subsection, not including businesses primarily engaged in the sale of goods or commodities at retail;
 - (4) An Indian nation, tribe or pueblo or a federally chartered tribal corporation;
 - (5) A telecommunications sales enterprise that makes the majority of its sales to persons outside New Mexico;
 - (6) A facility for the direct sales by growers of agricultural products, commonly known as farmers' markets;
 - (7) A business that is the developer of a metropolitan redevelopment project;
 - (8) A cultural facility; and

(9) ~~A retail business.~~

- a. ~~"Retail business" means a business that is primarily engaged in the sale of goods or commodities at retail and shall only be allowed if:~~
 - 1. ~~A the population of the City of Alamogordo at the last census was ten thousand (10,000) or less; or~~
 - 2. ~~The population of the City of Alamogordo at the last census was less than thirty-five thousand (35,000) and the project is not funded with state government resources and would not directly compete with an existing business in the city which is engaged in the sale of the same or similar goods.~~

In deciding the eligibility for community assistance, the city commission may choose to work in conjunction with the county economic development council to be the city's agent in dealing with projects and formulating recommendations to the city commission.

- (1) *Information required.* For an applicant to be considered for assistance the following may include but is not limited to the following:
 - a. Company financial history.
 - b. The number of jobs to be created.
 - c. The types of business and jobs including a business plan.
 - d. Compatibility with Alamogordo's economic development goals.
 - e. Other resources available to the borrower.
 - f. Financial and marketing projections.
 - g. Other information deemed pertinent to the city.
- (2) *Information verification.* The city will use due diligence to verify all facts about the business seeking assistance including but not limited to:
 - a. Requiring financial statements and appropriate tax records to be made available by the business.
 - b. Investigation to determine the validity of any claims to patent rights, trade secrets, etc.
 - c. Verification of financial data including requesting data from banks and other financial institutions that may have had previous dealings with the business seeking assistance or its principals.
 - d. Review of information pertaining to any other borrowing by the business or its principals that might affect the business's ability to repay debt or fulfill other obligations, if any, owed to the city.
 - e. Review of the business's plans and marketing plans proposed by the borrower including, if deemed necessary, outside professional review of technical data.
- (d) *Investment protection.* The city will provide adequate safeguards to insure that its rights and financial commitments are adequately protected and recoverable in the event of default.

No investment will be made that is not in compliance with the Local Economic Development Act. Protection may include but is not limited to:

- (1) Security provided the city may be in the form of a lien, mortgage or other indenture and the pledge of the qualifying business's financial and material participation and personal cooperation to guarantee the borrower's performance pursuant to the project's goals.
 - (2) Any investment in streets, utilities or other public works will be made in accordance with city policy that provides security for any city investment made pursuant to the attraction of a business under the Local Economic Development Act.
 - (3) Provision for performance review will be established to insure that the business is operating in accordance with its agreements with the city. This may include milestones, measurable goals and time limits on project development and completion. Provisions for performance review may include penalties for unsatisfactory performance.
 - (4) The contribution made by each party and its participation in the project will be clearly stated in the agreements. Contributions made by the qualifying entity must be of value and may be money, in-kind services, jobs, expanded tax base, property or other thing or service of value to the local economy.
 - (5) There will be separate accounts for all financial dealings.
 - (6) An annual independent audit of the fund/account shall be required.
- (e) *Possible community assistance.* Community assistance under the Local Economic Development Act may include:
- (1) The sale or lease of city-owned land or other property in return for pledges to provide new jobs of a value commensurate with discount from market value granted in any land/property sale or lease. Terms of said sale/lease may provide penalties including return of the property for failure to meet goals for the creation of jobs.
 - (2) Alamogordo will consider building and leasing or selling a facility in return for new jobs. The terms of such a lease/sale shall be commensurate with the number of new jobs created. This reduced lease/sale shall have provisions for adjustment of the lease/sale price in the event the lessee/borrower fails to meet the previously established employment goals.
 - (3) The minimum benefit to the community to qualify for assistance is the creation of new jobs that pay an hourly rate at least equal to the federal minimum wage or other standards that may be adopted.
 - (4) The community will assist the new business in obtaining vocational/educational training from local sources whenever possible. The community will also assist in obtaining matching funds if available under the New Mexico In-Plant Training Program.
 - (5) When appropriate information is presented and an application is made the city will issue industrial revenue bonds to assist in the location or expansion of a qualifying business. These bonds may include tax abatement when deemed appropriate.

- (6) Under circumstances where the benefit to the community is not clear, an economic impact analysis may be requested by the city.
- (7) Assistance under this Act shall not exceed the expenditures of monies exceeding five (5) percent of the city's general fund budget in any one (1) year. Other assistance, such as the sale of already owned city land, will be considered on an individual basis.
- (f) *Community expectations and benefits.* The city expects the economic development strategic plan to help direct the community towards goals of greater economic diversification and increased per capita income as the result of more and better jobs.
- (g) *Project termination.* The city may by ordinance terminate this economic development strategic plan. It may also terminate projects developed under this plan provided the term of any existing contract must be satisfied. Any monies left in the account or funds for this project(s) shall be transferred to the general fund.

(Ord. No. 983, 8-13-96; Ord. No. [1548](#), § 1, 11-13-17)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/23/2018

Report No: 11.

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:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Authorize the City Attorney's Office to commence foreclosure proceedings.

Background: The City Attorney's office is requesting authority to begin foreclosure proceedings on the attached list of liens. In the event Commissions elects not to authorize foreclosure proceedings, staff would then request authorization to file release of the liens.

Liens to be Foreclosed for August 28, 2018 meeting

Name	Address	Amount	Date filed	Type
Andrade, Rikki & Mark	400 Bonnell Dr	\$ 520.81	12/15/2014	Util
Avalos, Jesusita E.	1511 Michigan Ave	\$ 601.15	8/19/2014	Util
Brice, Teresa T.	982 Lindberg Ave	\$ 435.63	8/19/2014	Util
Chavez, Robert	607 Maryland	\$ 433.63	10/23/2014	Util
Durrett, Lori	1421 La Velle Rd.	\$ 451.56	10/23/2014	Util
Gallegos, Rosalie	722 Delaware	\$ 122.93	10/23/2014	Weed
Gallegos, Rosalie	722 Delaware	\$ 460.50	10/23/2014	Weed
Gemmell, Martha L.	1017 Sleepy Hollow	\$ 420.05	8/19/2014	Util
Godinez, Stephen & Catrina	1801 Lamar	\$ 447.22	10/23/2014	Weed
Gutierrez, Raymond	1514 Black St.	\$ 414.45	10/23/2014	Weed
Halsell, John Anthony	1104 Wright	\$ 52.75	10/23/2014	Weed
Halsell, John Anthony	1104 Wright	\$ 378.65	10/23/2014	Weed
Koch, John & Tracy	1401 Lilac Ln	\$ 479.80	8/19/2014	Util
Lucero, Orlando III	993 Municipal Ave.	\$ 231.96	10/23/2014	Weed
Lucero, Orlando III	993 Municipal Ave.	\$ 152.73	10/23/2014	Util
Lucero, Orlando III	993 Municipal Ave.	\$ 212.66	10/23/2014	Weed
Macias, Jesus & Maria	1218 Paradise Ave	\$ 3,866.15	12/15/2014	Util
Maturino, Abigail & E. Vega	2154 Charles Ave	\$ 400.04	8/19/2014	Util
Mikesell, Theodore Sr.	981 Mesquite St.	\$ 766.56	10/23/2014	Weed
Pacheco, Barbara A.	1001 Cauthen Ln.	\$ 156.24	12/15/2014	Util
Pacheco, Barbara A.	1001 Cauthen Ln.	\$ 250.60	12/15/2014	Util
Pacheco, Gary & Barbara	1111 Spruce Ave.	\$ 133.69	12/15/2014	Util
Pacheco, Gary & Barbara	1111 Spruce Ave.	\$ 229.59	12/15/2014	Util
Pacheco, Gary & Barbara	803 Ridgecrest Dr.	\$ 614.72	12/15/2014	Util
Paz, Alfredo R.	722 Florida Ave	\$ 441.63	8/19/2014	Util
Perez, Francisco	1006 Paradise	\$ 483.48	12/15/2014	Util
Peterson, Carl Max	501 E. Arnold Ln	\$ 422.62	12/15/2014	Util
Ritchie, Alan & Donna	372 Birdie Ct	\$ 406.92	8/19/2014	Util
RP Jefferson LLC	1206 Monroe Ave	\$ 861.49	12/15/2014	Util
Schell, Beverly L.	1113 Brooks Ave	\$ 422.78	12/15/2014	Util
Sec'y of HUD	2305 Baylor Ave	\$ 665.75	12/15/2014	Util
Trujillo, Florentino T.	1415 Indiana Ave	\$ 796.95	8/19/2014	Util
Valdez, June K.	1522 Alaska Ave	\$ 2.31	12/15/2014	Util
Valdez, June K.	1522 Alaska Ave	\$ 575.68	12/15/2014	Util
Villa, Alex	1309 Incredible	\$ 206.84	12/15/2014	Util
Villa, Alex	1309 Incredible	\$ 225.93	12/15/2014	Util
Williams, Scotty & Virginia	1900 N. Florida Ave	\$ 408.52	12/15/2014	Util
Wozniak, Margaret	1311 Jackson Ave	\$ 526.79	8/19/2014	Util
Yacubian, Marguerite	512 Maryland Ave	\$ 621.32	8/19/2014	Util

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/23/2018

Report No: 12.

Submitted By: Maggie Paluch

Subject: Consider, and act upon, postponing the joint meeting with the Otero County Commission. *(Maggie Paluch, City Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Commission will consider and act upon postponing the joint meeting with the Otero County Commission until end of February or March 2019. The meeting is currently scheduled for September 6th, 2018 at 6:00pm.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/24/2018

Report No: 13.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, postponing or cancelling the Commission meeting of September 11, 2018 due to the September 11th Ceremony. (*Richard Boss, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: There will be a ceremony on September 11th honoring the heroes and memory of that day, which lands on a Commission meeting day.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date:

Report No: 14.

Submitted By: Erik Marion

Subject: Presentation on the Alamogordo Parks Division "5-Year Plan." (*Erik Marion, Parks Manager*)

Fiscal Impact: Yes

Amount Budgeted: \$0.00

Fund: General Fund Expense Lines related to Parks (032-6206-410), and Cemetery (032-0006-419)

Additional Fiscal Impact:

FY20: \$663,838.00

FY21: \$496,551.00

FY22: \$444,500.00

FY23: \$421,800.00

FY24: \$398,305.00

Future Growth: \$19,250,000.00

Recommendation:

Background: Per Direction from the City Manager, a 5 Year plan to fully staff and resource the Parks Maintenance Division has been drafted.



AUGUST 28, 2008

FIVE YEAR PLAN
COMMUNITY SERVICES – PARKS



ERIK MARION
CITY OF ALAMOGORDO
Parks Supervisor

Community Services-Parks

Five Year Plan

The following is a five year plan to fully staff and resource the City of Alamogordo Parks Maintenance Division to fill the resource gaps created in 2007/2008 and accommodate existing maintenance needs. Budget cuts in these two fiscal years equaled a 25% reduction in resources, primarily in staffing which have never been replaced. Furthermore additional parks and landscaping service demands have been added to the Division's workload without additional resources. This has resulted in an environment where the City is not able to provide the quality of product and/or services desired. This plan is submitted with the purpose of detailing resources needed to adequately provide an acceptable level of service in the City's outdoor recreation and landscaped areas, meet the needs of currently ongoing site improvements, and detail the higher priority site improvements or repairs needed going forward. The plan is divided into five (5) consecutive periods consisting of the following: FY20, FY21, FY22, FY23, and FY24. The plan will detail important operational priorities, staffing increases required, operational funding changes, capital equipment & vehicle needs. It will also list by fiscal year the site improvements or repairs needed within the city's parks system.

Staffing continues to be the highest priority challenge faced in the Parks Maintenance Division. Current wages are below average and the division consistently suffers from loss of staff to other departments as well as local employers that have a higher wage opportunity. At the beginning of this fiscal year all seasonal positions have been eliminated with the funding captured and combined to create 3 full time positions with benefits to replace 6 seasonal positions. This was done in the hope of improved success in attracting, hiring and keeping quality applicants. The fundamental problem with this solution is that it leaves the division chronically short staffed given the multitude of functions it performs during the very busy growing season.

The current state of the division's high production grounds maintenance equipment and vehicles is the next highest priority that will be addressed in this report. Both areas consist mainly of very old inventory that is in constant need of repair and require higher costing maintenance each year they are used.

Likewise, a significant number of minor and major improvements and renovations in parks, park structures and sports fields are needed.

Current Parks, Landscaping & Amenities:

The City of Alamogordo currently maintains approximately 440 acres of park land and public area as well as approximately 10 acres of decorative landscaping or tree well median areas. The following is a comprehensive inventory of the recreational park spaces and their amenities:

Community Services-Parks

Five Year Plan

City of Alamogordo Parks Inventory	Total Acres	Restrooms	BBQ Grill	Pavilions /Planned	Benches	Electricity	Lights	Picnic Tables	Playground (*Covered)	Baseball/Softball	Football/Soccer/ Youth Practice Area	Tennis Courts	B-Ball Courts	Irrigation	Planned Improv. (Fiscal Year)	Landscaped Areas
City Hall	2				6	X								X		X
Indian Wells	14				3									X		
Griggs Sports Complex	68	4	1	1/1	1	X	X	2/5	2	8 BB	2			X	21-24	X
Hanglider	12													X		
Senior Center	2													X		X
Pecan	4														23	P
University	2								1*		0/0/1			X	24	
Juniper	1													X		
Circle Drive	0										0/0/1			X		
Los Alturas	1				1									X		
Vermont	1															
Rutz Circle	1								1*					X	23	
Balloon Park	20					X					0/12/0			X		
Hooser Sports Complex	80			1/1		X	X	2	1*	8 SB			.5	X	21-24	X
Tierra del Suenos	3			1	4	X		2	1*		0/0/1		.5	X	24	X

Community Services-Parks

Five Year Plan

City of Alamogordo Parks Inventory	Total Acres	Restrooms	BBQ Grill	Pavilions /Planned	Benches	Electricity	Lights	Picnic Tables	Playground	Baseball/Softball	Football/Soccer/ Youth Practice	Tennis Courts	B-Ball Courts	Irrigation	Planned Improv.	Landscaped Areas
Silverado	2				1								.5Y	X		X
Valencia	1				1									X		X
Washington	27			1/5		X	X	12/30	1*		0/6/0		2	X	20	X
S. Oregon	21		0/1	0/1	2			0/3			0/1/1			X		
Mt. View	3										0/0/1			X		
Fireman's Park (Kids Kingdom)	9			0/3		X			2*		0/0/1			X		X
Tennis Courts	13										0/0/1			X	21- 23	X
Oregon Soccer Fields	5			0/1	3	X					8			X		X
AFRC	1				1				1					X	23	X
Oregon Garden Center	1				3	X								X		X
Library	2				3									X		X
Airborne	1				4									X		X
Zoo	3				6				1					X	21	X
Alameda	18			3	1				1					X	21	X
Paiute	1		1	1				2	1						24	X
Hermosa El Sol									1						21	
Medians	10															X

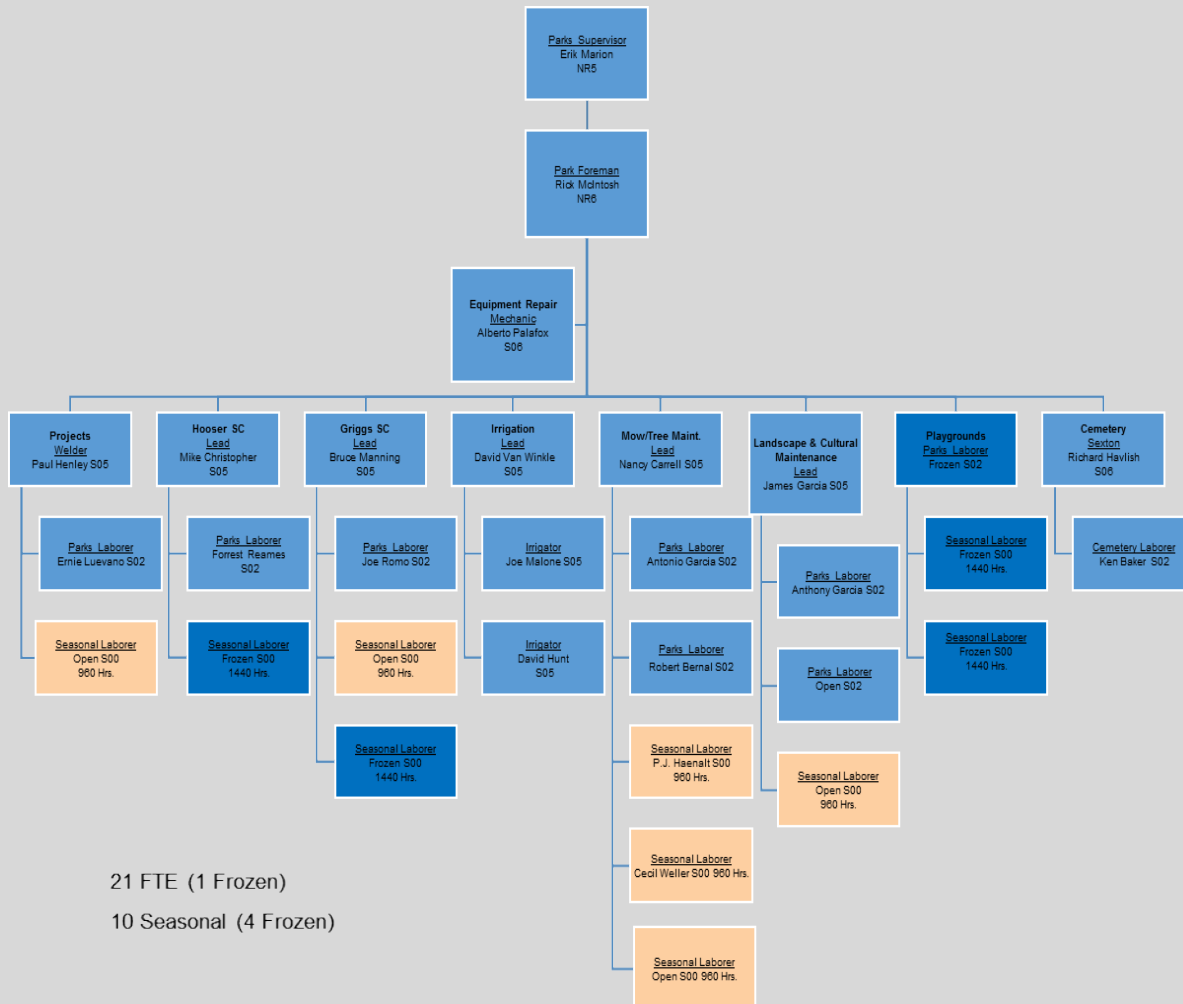
Historic Staffing 2007

- 1 Parks Supervisor

Community Services-Parks

Five Year Plan

- 1 Parks Foreman
- 1 Cemetery Sexton
- 1 Parks Mechanic
- 8 Parks Maintenance
- 8 Parks Laborers
- 10 Seasonal Laborers



- 1 Cemetery Laborer

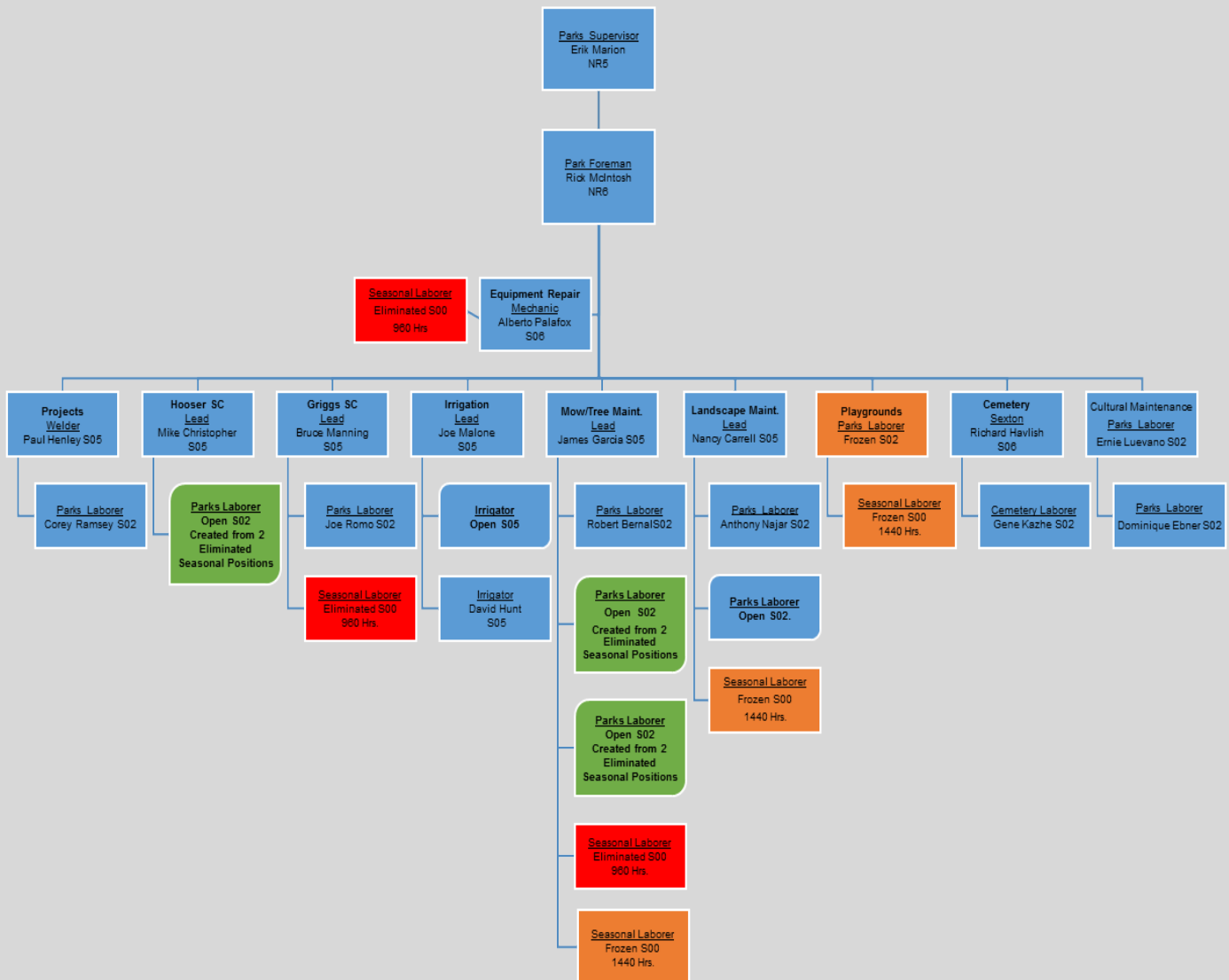
Current Staffing

- 1 Parks Supervisor
- 1 Parks Foreman

Community Services-Parks

Five Year Plan

- 1 Cemetery Sexton
- 1 Parks Mechanic
- 8 Parks Maintenance Workers
- 11 Parks Laborers (1 Frozen)



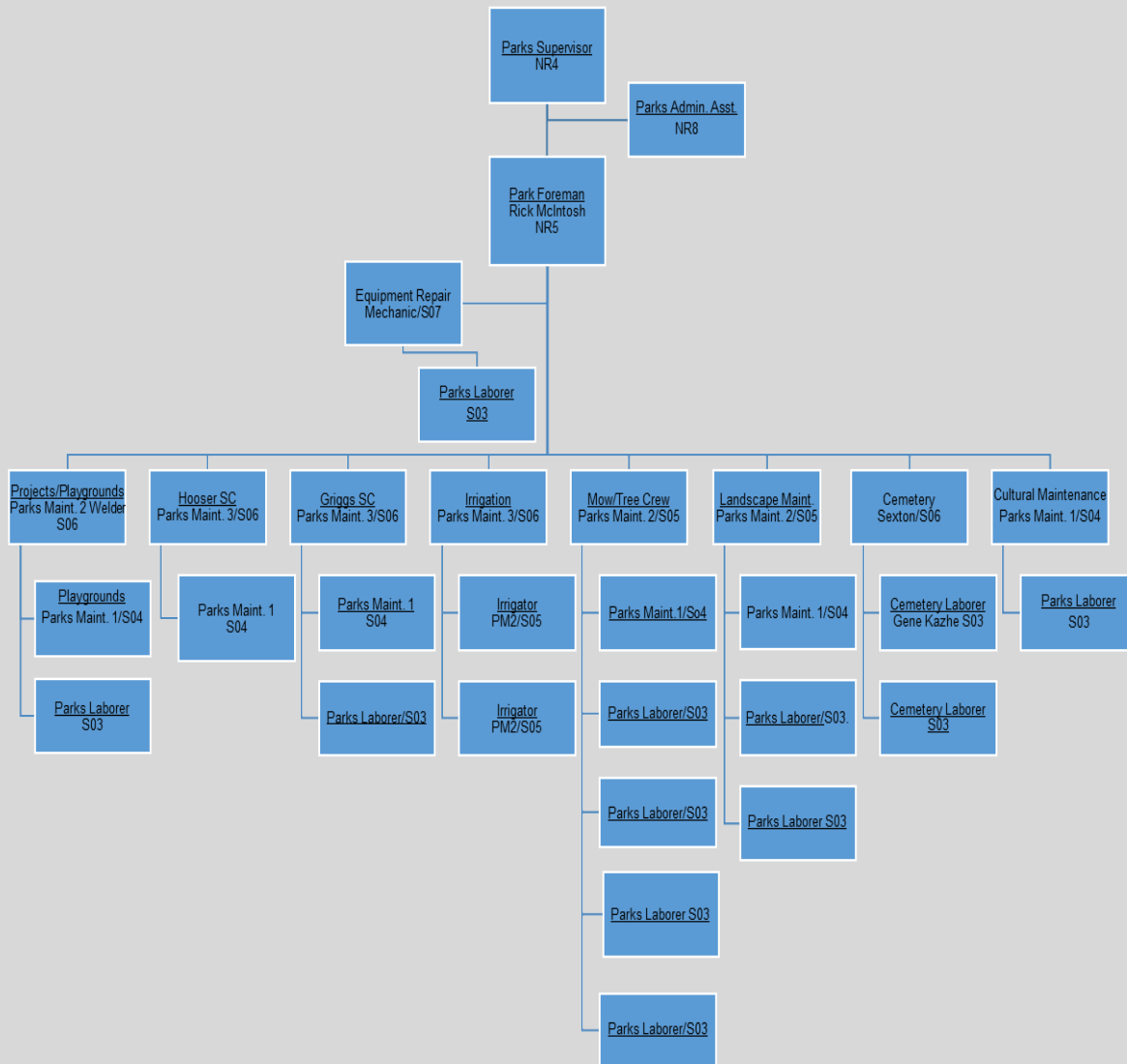
- 3 Seasonal Laborers (3 Frozen)
- 1 Cemetery Laborer

Future Staffing Goals

- 5 Stage Reorganization
 - Improved Wage Scaling for all positions
 - More accurately reflect Actual levels of responsibility within the department

Community Services-Parks

Five Year Plan



- Offer improved internal promotion opportunities
- Add 7 FTE Positions/1 PTE Position
- **FY20 Priorities:**
 - Implement Stage 1 of 5 Stage Plan to Improve Staff Hiring & Retention
 - Improved Cultural Maintenance including Fertilization, Aeration, & Topdressing in all major park areas
 - Improved Playground Repair
 - Implement an Equipment Replacement Program

Community Services-Parks

Five Year Plan

- Implement a Vehicle Replacement Program
- Park Improvements
 - Desert Foothills
 - Washington Park
- ADA Compliance Improvements

Staffing Recommendations:

- Increase 11 Parks/Cemetery Laborer positions from S02 @ \$8.6127/Hour to S03 @ \$9.3745/Hour for a total budget impact of \$32,858
- Create 3 S03 Parks Laborer Positions \$110,980 (Positions frozen/deleted in FY2007/2008)

Operational Recommendations:

- Increase Parks Maintenance annual budget by \$26,5000 for the following areas of focus:
 - \$2000 – Maintenance Supplies
 - \$5000 – Topdressing Materials
 - \$7500 – Playground Repair Parts
 - \$2000 – Irrigation Repair Parts
 - \$5000 – Contract Services (Tree removal & Facility Repairs)

Vehicle Recommendations:

- Replace 1993 Ford Ranger \$32,000
- Replace 1996 F250 \$37,500
- Replace 1995 F150 \$32,000

Equipment Recommendations:

- Replace 1988 Case Tractor \$40,000
- Replace 2004 Toro 10' Mower \$65,000
- Purchase a Toro Reelmaster 8' Reel Mower \$65,000
- Purchase a Toro TX1000 Loader w/ Multiple Implements \$52,000

Park Improvements:

- Replace the Desert Foothills Wall & Gate \$25,000
- Repair/Replace Desert Foothills Pavilion Roof \$20,000
- Paint Washington Pavilion \$10,000
- Renovate Washington Soccer Fields \$30,000
- Install Washington Park Booster Pump \$50,000

ADA Compliance Improvements:

- Washington Park - Install Engineered Wood Chips \$20,000
- Alameda Park – Install Engineered Wood Chips \$20,000

FY20 Total Cost: \$663,838

FY21 Priorities:

Community Services-Parks

Five Year Plan

- Implement stage 2 of division staff reorganization plan to improve Staff hiring, retention, and internal growth opportunities
- Improved Park Appearance with a focus on fertility & weed control
- Park Improvements
 - Hooser Sports Complex
 - Griggs Sports Complex
 - Alameda Park
 - Parks Maintenance Facilities
- ADA Compliance Improvements

Staffing Recommendations:

- Increase 5 S03 Parks Laborer to S04 Parks I
- Increase 4 S05 Parks Maintenance to S06 Parks III
- 1 S06 Parks Mechanic to S07 Parks Mechanic
- Create 1 new S06 Parks III
- Total Cost \$54,551

Operational Recommendations:

- Increase Parks Maintenance annual budget by \$20,000 for the following areas of focus:
 - \$2000 – Maintenance Supplies
 - \$5000 – Topdressing Materials
 - \$6000 – Fertilizer
 - \$2000 – Herbicides/Weed Control
 - \$5000 – Contract Services (Tree removal & Facility Repairs)

Vehicle Recommendations:

- Replace 1994 Ford Ranger \$28,000
- Replace 1997 F250 \$37,500
- Replace 1996 F250 \$37,500

Equipment Recommendations:

- Replace 1996 Tractor \$39,000
- Replace 1996 Tractor \$25,000
- Replace 1996 Toro Mower \$20,000

Park Improvements:

- Replace two (2) Parks Signs in Alameda Park \$20,000
- Replace Irrigation Service Line & renovate Irrigation on Fields 1-4 at Hooser Sports Complex \$50,000
- Add an additional 9 holes to existing Disc Golf course in Alameda Park \$10,000
- Renovate Griggs A Side Infields (Remove Artificial Turf) \$ 50,000
- Install Alameda Park Booster Pump \$50,000
- Renovate Parks Maintenance Building \$100,000

Community Services-Parks

Five Year Plan

ADA Compliance Improvements:

- Alameda Park Zoo – Install Engineered Wood Chips & Sidewalk \$25,000
- Hermosa El Sol – Renovate Sidewalk & Install Engineered Wood Chips \$30,000

FY21 Total Cost: \$596,551

FY22 Priorities:

- Implement stage 3 of division staff reorganization plan to improve Staff hiring, retention, and internal growth opportunities
- Continue improving Park Appearance with a focus on fertility, weed control & playground maintenance
- Continue Updating Vehicle & Equipment Fleet
- Park Improvements
 - Oregon Park
 - Griggs Sports Complex
 - Hooser Sports Complex
 - Parks Maintenance Facilities
- ADA Compliance Improvements

Staffing Recommendations:

- Create 1 New S04 Parks I position
- Create 1 New S03 Parks Laborer position
- Create 1 New NR8 Administrative Assistant position (PTE)
- Total Cost \$94,421

Operational Recommendations:

- Increase Parks Maintenance annual budget by \$12,000 for the following areas of focus:
 - \$2000 – Maintenance Supplies
 - \$5000 – Topdressing Materials
 - \$2000 – Irrigation Repair Parts
 - \$3000 – Playground Repair Parts

Vehicle Recommendations:

- Replace 1997 Ford F250 \$28,000
- Replace 1997 Ford F250 \$28,000
- Replace 1999 Dodge 2500 \$43,000

Equipment Recommendations:

- Replace 1996 Tractor \$39,000
- Replace 1999 Toro Mower \$20,000
- Replace 2008 Toro Mower \$20,000
- Replace Stump Grinder \$25,000

Community Services-Parks

Five Year Plan

Park Improvements:

- Replace two (2) Parks Signs in Oregon Park \$20,000
- Replace overhead nets at Hooser & Griggs Sports Complexes \$30,000
- Replace Oregon Tennis Court Windscreens \$25,000
- Build Additional Parks Maintenance Equipment Storage \$50,000

ADA Compliance Improvements:

- Griggs Sports Complex – Install 2 Retention Walls & Engineered Wood Chips \$40,000
- Hooser Sports Complex – Install Retention Wall, Sidewalk & Engineered Wood Chips \$40,000

FY22 Total Cost: \$514,421

FY23 Priorities:

- Implement stage 4 of division staff reorganization to improve internal growth opportunities
- Continue Updating Vehicle & Equipment Fleet
- Park Improvements
 - Pecan Green Space
 - Oregon Park
 - Washington Park
- ADA Compliance Improvements

Staffing Recommendations:

- Create 2 New S03 Parks Laborer Positions
- Total Cost \$72,800

Operational Recommendations:

- No Operational Budget Increases Anticipated Unless additional Park Spaces are added

Vehicle Recommendations:

- Replace 2 1995 F250 \$64,000
- Replace 1995 F150 \$30,000

Equipment Recommendations:

- Replace 1996 Tractor \$25,000
- Replace 2004 Toro Mower \$65,000

Park Improvements:

- Replace one (1) Parks Signs in Oregon Park \$10,000
- Replace one (1) Parks Sign in Washington Park \$10,000
- Install New Irrigation in Pecan Green Space \$30,000
- Install Concrete aprons adjacent to Oregon Tennis Courts \$25,000

ADA Compliance Improvements:

- AFRC – Install Retention Wall, Sidewalk & Engineered Wood Chips \$50,000

Community Services-Parks

Five Year Plan

- Rutz Circle – Install Retention Wall, Sidewalk & Engineered Wood Chips \$40,000

FY23 Total Cost: \$421,800

FY24 Priorities:

- Complete final stage of division staff reorganization plan
- Complete Updating Vehicle & Equipment Fleet
- Park Improvements
 - Griggs Sports Complex
 - Hooser Sports Complex
- ADA Compliance Improvements

Staffing Recommendations:

- Increase NR5 Parks Supervisor to NR4 Parks Manager
- Increase NR6 Parks Foreman to NR5 Parks Foreman
- Total Cost \$11,305

Operational Recommendations:

- No Operational Budget Increases Anticipated Unless additional Park Spaces are added

Vehicle Recommendations:

- Replace 2009 Ford Escape \$ 32,000

Equipment Recommendations:

- Replace 2015 Mower \$25,00
- Replace 2010 Utility Vehicle \$30,000
- Replace 1995 Top Dresser \$40,000

Park Improvements:

- Replace two (2) Parks Signs TBD \$20,000
- Renovate Griggs B Side Infields \$40,000
- Renovate Hooser B Side Infields \$40,000

ADA Compliance Improvements:

- Paiute Park – Install Retention Wall, Sidewalk & Engineered Wood Chips \$40,000
- Tierra De Suenos - Install Retention Wall, Sidewalk & Engineered Wood Chips \$40,000
- University Park – Install Ramp Access, Parking, Sidewalks, Retention Wall, & Engineered Wood Chips \$100,000

FY24 Total Cost: \$418,305

Future Improvements Needs:

The following are items not included in the five year plan, but are recognized as long term needs within the park system for future growth and expansion:

Community Services-Parks

Five Year Plan

- A standalone designated Football / Soccer Complex including game space, practice space, typical park amenities, press boxes, restrooms, parking and concession areas \$5,500,000
- Additional Cloverleaf of 2 adult and 2 youth baseball fields at Griggs Sports Complex complete with parking, press box, restrooms, and concession areas. \$5,000,000
- Additional Clover leaf of 4 softball fields at Hooser Sports Complex with parking, press box, restrooms, and concession areas. \$3,500,000
- A BMX/Bump Park. \$250,000

Summary	FY20	FY21	FY22	FY23	FY24	Future
Total Staffing	\$ 143,838.00	\$ 54,551.00	\$ 74,500.00	\$ 72,800.00	\$ 11,305.00	\$ -
Total Recurring Operational	\$ 21,500.00	\$ 20,000.00	\$ 12,000.00	\$ -	\$ -	\$ -
Total Vehicles	\$ 101,500.00	\$ 103,000.00	\$ 99,000.00	\$ 94,000.00	\$ 32,000.00	\$ -
Total Equipment	\$ 222,000.00	\$ 84,000.00	\$ 104,000.00	\$ 90,000.00	\$ 95,000.00	\$ -
Total Capital Fleet/Equipment	\$ 323,500.00	\$ 187,000.00	\$ 203,000.00	\$ 184,000.00	\$ 127,000.00	\$ -
Total Park Improvements	\$ 135,000.00	\$ 180,000.00	\$ 75,000.00	\$ 50,000.00	\$ 80,000.00	\$ 19,250,000.00
Total ADA	\$ 40,000.00	\$ 55,000.00	\$ 80,000.00	\$ 115,000.00	\$ 180,000.00	\$ -
Total Cost	\$ 663,838.00	\$ 496,551.00	\$ 444,500.00	\$ 421,800.00	\$ 398,305.00	\$ 19,250,000.00

- A new 40 Acre Cemetery with all related building, equipment & facilities. \$5,000,000

Plan Summary

Staffing wage improvements will have the net effect of allowing for the currently allocated positions responsible within the division for cultural maintenance in parks to be filled. Currently, turnover is so high that these positions are the positions left unfilled in lieu of the higher priority positions responsible for routine weekly mowing edging and trimming, etc. As a result, fertilization, aeration, and topdressing are often left out. Consistent attention to cultural maintenance tasks will show a marked improvement in overall park quality of appearance. Greener grass, less weeds, and safer surfaces for patrons to recreate upon.

This 5 year plan does not address improvements in the reclaimed water supply system beyond the recommendation of booster pump installations as a stop-gap measure to improve performance at Alameda and Washington Parks until the long range reclaimed water system improvements are implemented. One recommendation that has merit is to incorporate the ability of the Lavelle Pump Station to periodically distribute fresh water to those areas currently supplied with reclaimed water.

The ability to flush park areas even as infrequently as once a quarter would vastly improve the ability of the plant materials in these areas to act more efficiently. The result would be a higher

Total 5 Year Cost	\$	2,614,915.00
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Community Services-Parks

Five Year Plan

quality appearance and much healthier green spaces more consistently throughout the year. The typical drop in park appearance that we see during the drier months of the year when rainfall is not present would be much reduced.

The replacement of the currently very old vehicle and equipment fleet in Parks is addressed at length in this plan. It cannot be stated strongly enough that the majority of the grounds maintenance efforts in our parks are wholly dependent upon reliable high production equipment and vehicles in good repair to transport staff to job sites safely.

Park Improvements have been included which are not only necessary but are estimated to have an impact on curb appeal as well as patron usage. Inclusion of general park areas as well as adult and youth sports areas should provide a broad impact throughout the city's recreation areas.

ADA compliance is an important element to consider when allocating resources in the future for additional park improvements. Safe accessible spaces are required in this day and age. All the known spaces that require additional work to become compliant have been included in the plan.

In closing, the plan includes a broad range of resource needs throughout the entire City of Alamogordo Public Park System. Recurring operational costs, capital needs, and site additions/renovations designed to improve the appearance, safety and usability of these areas are well represented. Well maintained, beautiful, and highly functional park spaces can only improve the quality of life and experiences of both residents and visitors to Alamogordo. This plan outlines a practical path to achieving that goal.

Respectfully submitted,

Erik Marion
Parks Supervisor

5 Year Plan

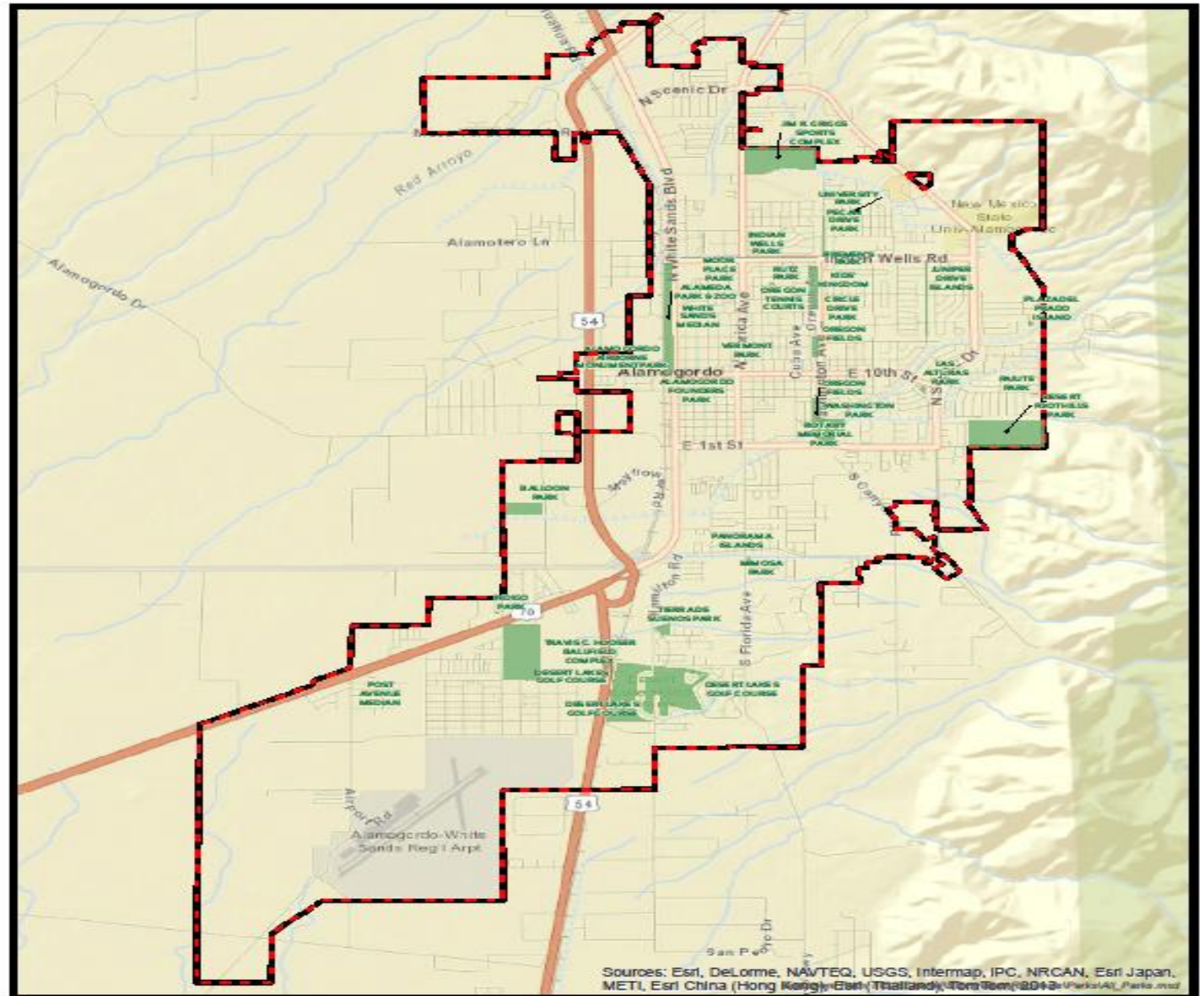
Community Services – Parks

Plan Purpose

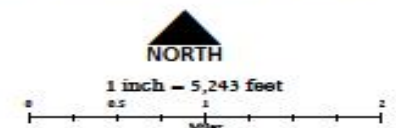
- Fully staff and resource the City of Alamogordo Parks Maintenance Division
 - Fill the resource gaps created during the 2007 & 2008 Budget Cuts – 25%
 - Accommodate existing maintenance needs in the City's Parks System
 - Identify & Improve Areas of Need within the City Park System

- Focal Areas
 - Staffing & Wages
 - Recurring Annual Operational Needs
 - Vehicle & Equipment Needs
 - Park Improvements
 - ADA Compliance

- 32 Locations
- Approx. 440 Acres
- 180 Acres Irrigated
- 10 Acres of Medians



Alamogordo Parks



The City of Minneapolis makes no representation as to the validity or accuracy of the information given herein and the user is responsible for making such further investigation and inquiries as necessary in order to properly consider such permanent and temporary appearances.

[illegible]



Staffing

- Highest Priority Challenge
 - Below Average Wages
 - Recruiting
 - Retention
 - Frequent Loss to Higher Wage Positions
 - Short Staffed
 - Inability to Provide Service that Meets Expectations
 - Lower Quality Park Appearance
- FY19 Changes Implemented
 - Eliminated 6 Seasonals w/out Benefits to create 3 FTE Parks Laborers with Benefits
 - Problem – Remain short staffed, especially during growing season
- 5 Stage Plan over 5 Years to Correct

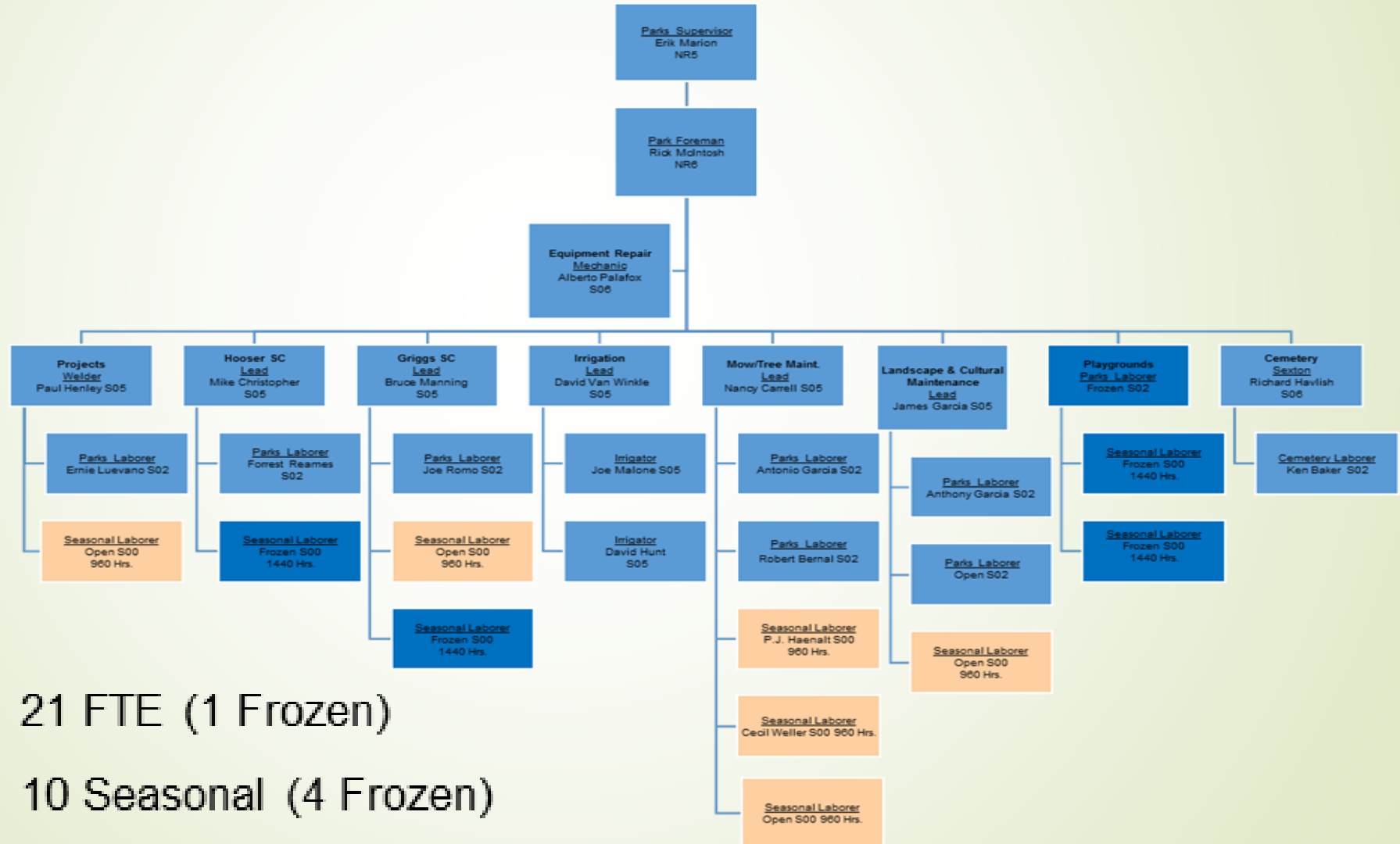


5 Year Reorganization Plan

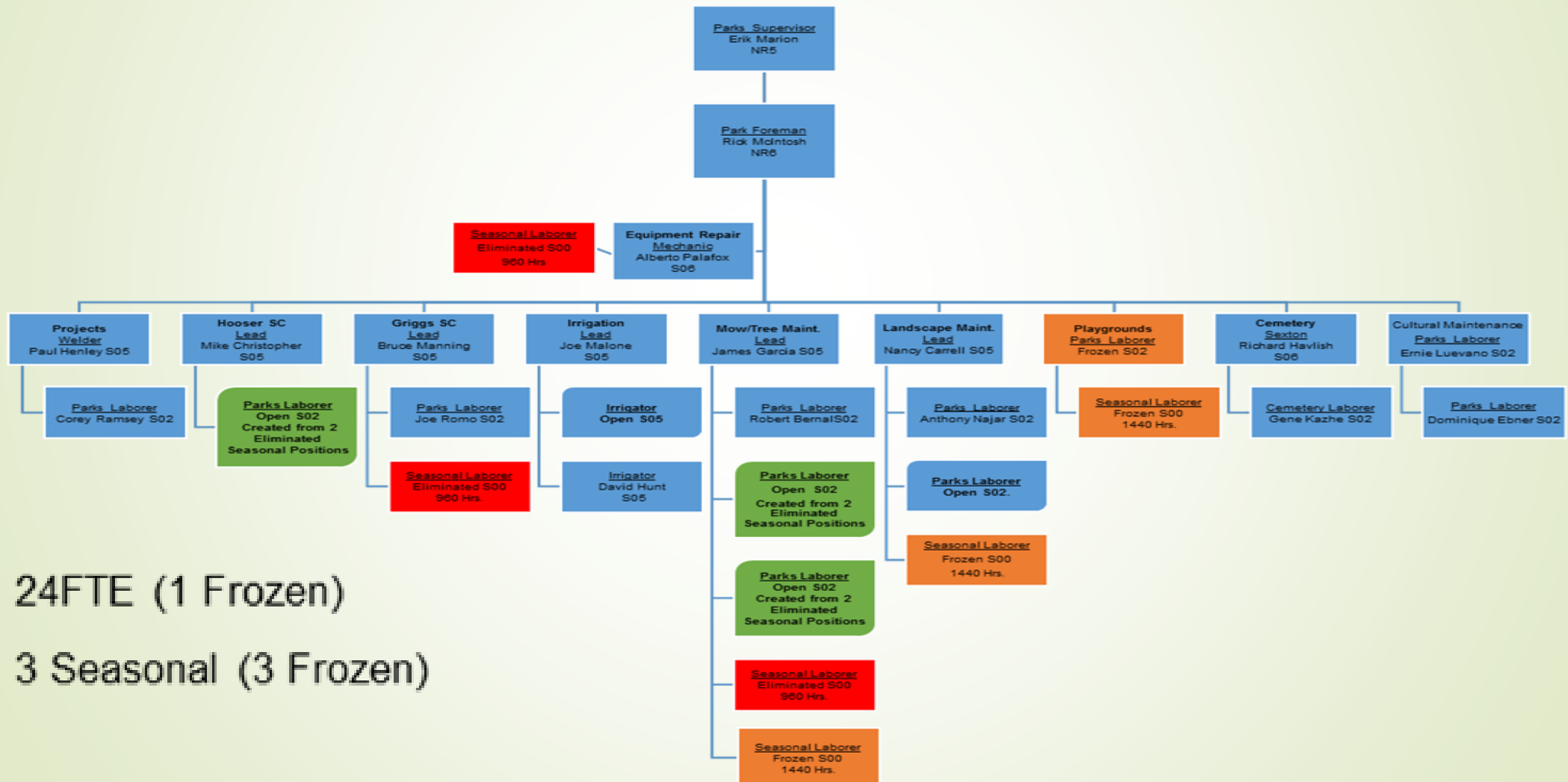
➤ Benefits

- Improved wage scaling for all positions
- More accurately reflect the actual levels of responsibility and the job duties for individual positions & assignments currently within the division
- Offer improved internal promotion & growth opportunities
- Add 7 FTE positions & 1 Part Time position
- Distribute funding impact over 5 years

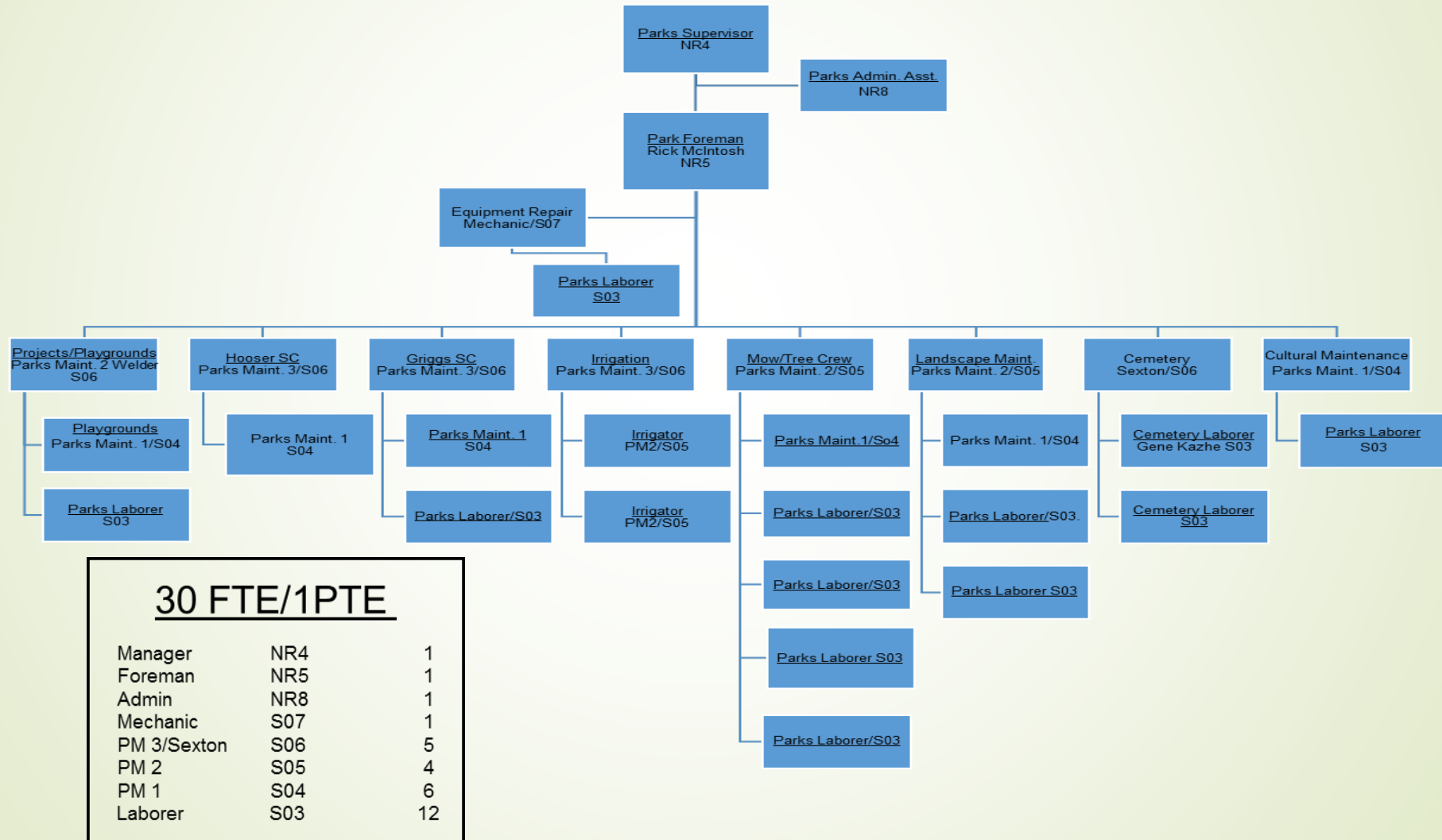
Staffing 2007 – 31 Employees (5 Frozen)



Current Staffing – 27 Employees (4 Frozen)



Final Staffing FY24 – 31 Employees





Year 1 – FY20

- **FY20 Priorities:**

- Implement Stage 1 of 5 Stage Plan to Improve Staff Hiring & Retention
- Improved Cultural Maintenance including Fertilization, Aeration, & Topdressing in all major park areas
- Improved Playground Repair
- Implement an Equipment Replacement Program
- Implement a Vehicle Replacement Program
- Park Improvements
 - Desert Foothills
 - Washington Park
- ADA Compliance Improvements



FY20 Staffing & Operations

- Staffing Recommendations:

- Increase 11 Parks/Cemetery Laborer positions from S02 @ \$8.6127/Hour to S03 @ \$9.3745/Hour for a total budget impact of \$32,858
- Create 3 S03 Parks Laborer Positions \$110,980 (Positions frozen/deleted in FY2007/2008)

- Operational Recommendations:

- Increase Parks Maintenance annual budget by \$21,5000 for the following areas of focus:
 - \$2000 – Maintenance Supplies
 - \$5000 – Topdressing Materials
 - \$7500 – Playground Repair Parts
 - \$2000 – Irrigation Repair Parts
 - \$5000 – Contract Services (Tree removal & Facility Repairs)



FY20 Vehicles & Equipment

- Vehicle Recommendations:

- Replace 1993 Ford Ranger \$32,000
- Replace 1996 F250 \$37,500
- Replace 1995 F150 \$32,000

- Equipment Recommendations:

- Replace 1988 Case Tractor \$40,000
- Replace 2004 Toro 10' Mower \$65,000
- Purchase a Toro Reelmaster 8' Reel Mower \$65,000
- Purchase a Toro TX1000 Loader w/ Multiple Implements \$52,000



FY20 Park & ADA Improvements

- Park Improvements:
 - Replace the Desert Foothills Wall & Gate \$25,000
 - Repair/Replace Desert Foothills Pavilion Roof \$20,000
 - Paint Washington Pavilion \$10,000
 - Renovate Washington Soccer Fields \$30,000
 - Install Washington Park Booster Pump \$50,000
- ADA Compliance Improvements:
 - Washington Park - Install Engineered Wood Chips \$20,000
 - Alameda Park – Install Engineered Wood Chips \$20,000
- **FY20 Total Cost: \$663,838**



Year 2 – FY21

- Implement Stage 2 of Division Staff Reorganization Plan
- Improved Park Appearance
- Park Improvements
 - Hooser Sports Complex
 - Griggs Sports Complex
 - Alameda Park
 - Parks Maintenance Facilities
- ADA Compliance Improvements



FY21 Staffing & Operations

- Staffing Recommendations:
 - Increase 5 S03 Parks Laborer to S04 Parks I
 - Increase 4 S05 Parks Maintenance to S06 Parks III
 - 1 S06 Parks Mechanic to S07 Parks Mechanic
 - Create 1 new S06 Parks III
 - Total Cost \$54,551
- Operational Recommendations:
 - Increase Parks Maintenance annual budget by \$20,000 for the following areas of focus:
 - \$2000 – Maintenance Supplies
 - \$5000 – Topdressing Materials
 - \$6000 – Fertilizer
 - \$2000 – Herbicides/Weed Control
 - \$5000 – Contract Services (Tree removal & Facility Repairs)



FY21 Vehicles & Equipment

- Vehicle Recommendations:
 - Replace 1994 Ford Ranger \$28,000
 - Replace 1997 F250 \$37,500
 - Replace 1996 F250 \$37,500
- Equipment Recommendations:
 - Replace 1996 Tractor \$39,000
 - Replace 1996 Tractor \$25,000
 - Replace 1996 Toro Mower \$20,000



FY21 Park & ADA Improvements

➤ Park Improvements:

- Replace two (2) Parks Signs in Alameda Park \$20,000
- Replace Irrigation Service Line & renovate Irrigation on Fields 1-4 at Hooser Sports Complex \$50,000
- Add an additional 9 holes to existing Disc Golf course in Alameda Park \$10,000
- Renovate Griggs A Side Infields (Remove Artificial Turf) \$ 50,000
- Install Alameda Park Booster Pump \$50,000
- Renovate Parks Maintenance Building \$100,000

➤ ADA Compliance Improvements:

- Alameda Park Zoo – Install Engineered Wood Chips & Sidewalk \$25,000
- Hermosa El Sol – Renovate Sidewalk & Install Engineered Wood Chips \$30,000

➤ **FY21 Total Cost: \$596,551**



Year 3 – FY22

- Implement Stage 3 of Division Staff Reorganization Plan
- Improve Parks Appearance
- Continue Updating Vehicle & Equipment Fleet
- Park Improvements
 - Oregon Park
 - Griggs Sports Complex
 - Hooser Sports Complex
 - Parks Maintenance Facilities
- ADA Compliance Improvements



FY22 Staffing & Operations

- Staffing Recommendations:

- Create 1 New S04 Parks I position
- Create 1 New S03 Parks Laborer position
- Create 1 New NR8 Administrative Assistant position
- Total Cost \$94,421

- Operational Recommendations:

- Increase Parks Maintenance annual budget by \$12,000 for the following areas of focus:
 - \$2000 – Maintenance Supplies
 - \$5000 – Topdressing Materials
 - \$2000 – Irrigation Repair Parts
 - \$3000 – Playground Repair Parts



FY22 Vehicles & Equipment

- Vehicle Recommendations:

- Replace 1997 Ford F250 \$28,000
- Replace 1997 Ford F250 \$28,000
- Replace 1999 Dodge 2500 \$43,000

- Equipment Recommendations:

- Replace 1996 Tractor \$39,000
- Replace 1999 Toro Mower \$20,000
- Replace 2008 Toro Mower \$20,000
- Replace Stump Grinder \$25,000



FY22 Park & ADA Improvements

- Park Improvements:

- Replace two (2) Parks Signs in Oregon Park \$20,000
- Replace overhead nets at Hooser & Griggs Sports Complexes \$30,000
- Replace Oregon Tennis Court Windscreens \$25,000
- Build Additional Parks Storage \$50,000

- ADA Compliance Improvements:

- Griggs Sports Complex – Install 2 Retention Walls & Engineered Wood Chips \$40,000
- Hooser Sports Complex – Install Retention Wall, Sidewalk & Engineered Wood Chips \$40,000

➤ **FY22 Total Cost: \$514,421**



Year 4 – FY23

- Implement Stage 4 of Division Staff Reorganization Plan
- Continue Updating Vehicle & Equipment Fleet
- Park Improvements
 - Pecan Green Space
 - Oregon Park
 - Washington Park
- ADA Compliance Improvements



FY23 Staffing & Operations

- Staffing Recommendations:
 - Create 2 New S03 Parks Laborer Positions
 - Total Cost \$72,800
- Operational Recommendations:
 - No Operational Budget Increases Anticipated Unless additional Park Spaces are added



FY23 Vehicles & Equipment

- Vehicle Recommendations:
 - Replace 2 1995 F250 \$64,000
 - Replace 1995 F150 \$30,000
- Equipment Recommendations:
 - Replace 1996 Tractor \$25,000
 - Replace 2004 Toro Mower \$65,000



FY23 Park & ADA Improvements

- Park Improvements:
 - Replace one (1) Parks Signs in Oregon Park \$10,000
 - Replace one (1) Parks Sign in Washington Park \$10,000
 - Install New Irrigation in Pecan Green Space \$30,000
 - Install Concrete aprons adjacent to Oregon Tennis Courts \$25,000
- ADA Compliance Improvements:
 - AFRC – Install Retention Wall, Sidewalk & Engineered Wood Chips \$50,000
 - Rutz Circle – Install Retention Wall, Sidewalk & Engineered Wood Chips \$40,000
- **FY23 Total Cost: \$421,800**



Year 5 – FY24

- Complete Final Stage of Division Staff Reorganization Plan
- Complete Updating Vehicle & Equipment Fleet
- Park Improvements
 - Griggs Sports Complex
 - Hooser Sports Complex
- ADA Compliance Improvements



FY24 Staffing & Operations

- Staffing Recommendations:
 - Increase NR5 Parks Supervisor to NR4 Parks Manager
 - Increase NR6 Parks Foreman to NR5 Parks Foreman
 - Total Cost \$11,305
- Operational Recommendations:
 - No Operational Budget Increases Anticipated Unless additional Park Spaces are added



FY24 Vehicles & Equipment

- Vehicle Recommendations:
 - Replace 2009 Ford Escape \$ 32,000
- Equipment Recommendations:
 - Replace 2015 Mower \$25,00
 - Replace 2010 Utility Vehicle \$30,000
 - Replace 1995 Top Dresser \$40,000



FY24 Park & ADA Improvements

- Park Improvements:
 - Replace two (2) Parks Signs TBD \$20,000
 - Renovate Griggs B Side Infields \$40,000
 - Renovate Hooser B Side Infields \$40,000
- ADA Compliance Improvements:
 - Paiute Park – Install Retention Wall, Sidewalk & Engineered Wood Chips \$40,000
 - Tierra De Suenos - Install Retention Wall, Sidewalk & Engineered Wood Chips \$40,000
 - University Park – Install Ramp Access, Parking, Sidewalks, Retention Wall, & Engineered Wood Chips \$100,000
- **FY24 Total Cost: \$418,305**



Future Parks Needs

- The following are items not included in the five year plan, but are recognized as long term needs within the park system for future growth and expansion:
 - A standalone designated Football / Soccer Complex including game, space, practice space, typical park amenities, press boxes, restrooms, parking and concession areas \$5,500,000 – Location TBD
 - Additional Cloverleaf of 2 adult and 2 youth baseball fields at Griggs Sports Complex complete with parking, press box, restrooms, and concession areas. \$5,000,000
 - Additional Clover leaf of 4 softball fields at Hooser Sports Complex with parking, press box, restrooms, and concession areas. \$3,500,000
 - A BMX/Bump Park. \$250,000 – Location TBD
 - A new 40 Acre Cemetery with all related building, equipment & facilities. \$5,000,000
 - Approximately 10 Years of Space Remain in Monte Vista for Casket Burial

Funding Summary

Summary	FY20	FY21	FY22	FY23	FY24	Future
Total Staffing	\$ 143,838.00	\$ 54,551.00	\$ 94,421.00	\$ 72,800.00	\$ 11,305.00	\$ -
Total Recurring Operational	\$ 21,500.00	\$ 20,000.00	\$ 12,000.00	\$ -	\$ -	\$ -
Total Capital Fleet/Equipment	\$ 323,500.00	\$ 187,000.00	\$ 203,000.00	\$ 184,000.00	\$ 127,000.00	\$ -
Total Park Improvements	\$ 135,000.00	\$ 280,000.00	\$ 125,000.00	\$ 50,000.00	\$ 100,000.00	\$ 19,250,000.00
Total ADA	\$ 40,000.00	\$ 55,000.00	\$ 80,000.00	\$ 115,000.00	\$ 180,000.00	\$ -
Total Cost	\$ 663,838.00	\$ 596,551.00	\$ 514,421.00	\$ 421,800.00	\$ 418,305.00	\$ 19,250,000.00

Total 5 Year Cost

\$

2,614,915.00



Expected Results – Staffing & Operations

- Staffing Plan
 - Improved Ability to Attract & Hire Quality Applicants
 - Improved Ability to Retain Quality Staff
 - Improved Opportunities within the Division for Growth & Promotion
 - Higher Morale
 - Higher Quality Parks
- Recurring Operational Funding Improvements
 - Improved Ability to Meet Maintenance Challenges with Creative Solutions
 - Improved Maintenance of Parks & Park Amenities
 - Improved Park Appearance & Safety



Expected Results – Vehicles & Equipment

- Vehicle Plan
 - Higher Quality Presence in Public
 - Reliable Transport to Work Sites
 - Improved Staff Morale
- Equipment Plan
 - Reliable Tools for Higher Performance
 - Less Down Time
 - Improved Morale
 - Safer Parks



Expected Results – Park & ADA Improvements

- Park Improvements
 - Increase in Curb Appeal
 - Improved Impact on Residents & Visitors
 - Improved User Experience in Parks
 - Ability to meet the needs of Customers
- ADA Compliance
 - More Accessible Parks & Playgrounds
 - Safer Parks
 - Happier Patrons
 - Reduced Liability

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/22/2018

Report No: 15.

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 Senior Volunteer Programs Advisory Council, and the Mayor's Committee on Aging.

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

Alamogordo Public Library Board. One (1) vacancy - one (1) county position. Staff Liaison - Melissa Garcia.
No nominations received.

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

Mayor's Committee on Aging. One (1) vacancy. Staff Liaison - Britney Courtier. The vacancy is due to the expiring term of Blaza Madrid.
The following individual is interested in being reappointed:
Blaza Madrid - If reappointed, this will be her third term.

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)
The following individual is interested in being reappointed:
Nina Walker Saenz - If reappointed, this will be her third term, (current board president).

RECEIVED

JUL 16 2018

CITY CLERK

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

Name: Nina Walker-Saenz
Home Phone: 575-921-5677 Work Phone: N/A
Cell Phone: " Fax No: N/A
e-mail address: N/A
Physical Address: 1514 LITAN, Alamogordo 88310
Is the above address within City limits? Yes ☒ No ☐
Mailing Address: SAA
Present Employer: N/A Job Title: N/A

Board/Committee you wish to serve on:

First choice: SB. ADV. Committee.
Second choice: _____

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

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

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

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

Experience and education relating to the Board/Committee: Active DSVB/
FMP Program - 11 + yrs

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

Presently hold the office of President on
the Board of advisors at the Si Cte.
Would like to complete my term as president of

Please return completed application to:

that
committee

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

From: noreply@civicplus.com
Sent: Tuesday, August 21, 2018 9:46 AM
To: April D. Jones
Subject: Online Form Submittal: Application to serve on a Board/Committee

RECEIVED
AUG 21 2018
CITY CLERK

Application to serve on a Board/Committee

First Name	Blaza
Last Name	Madrid
Address	PO Box 1024
City	La Luz
State	NM
Zip Code	88337
Phone Number	5752241564
Email Address	blazamadrid36@yahoo.com
Is the above address within City Limits?	No
Present Employer:	Retired
Board/Committee you would like to serve on (1st choice):	Mayor's Committee on Aging
Board/Committee you would like to serve on (2nd choice):	Field not completed.
Are you related to anyone who is presently employed by the City of Alamogordo	No
If so, what is their relation to you?	Field not completed.
Are you related to an Elected Official of the City of Alamogordo?	No
Is so, what is their relation to you?	Field not completed.
Experience and education relating to the Board/Committee:	I have been serving on the Mayor's Committee on Aging for the past four years.
Please indicate your interest in serving on a City Board/Committee:	I am interested in the issues that affect seniors in Otero County.

Email not displaying correctly? [View it in your browser.](#)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/28/2018

Report Date: 08/23/2018

Report No: 16.

Submitted By: Petria Schreiber

Subject: Adjourn into Executive Session in compliance with 10-15-1(h), NMSA 1978 (as amended) to discuss real property located at 200 S. Florida and 209 E. Tenth Street.

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: