



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

September 25, 2018 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

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

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

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation on concerns of the residents of Cottonwood Heights subdivision. (Frank Bishop, Resident)

PUBLIC COMMENT

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

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

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

2. Approve the minutes for the August 21, 2018 Special Meeting and the August 28, 2018 Regular meeting. *(Rachel Hughs, City Clerk)*
3. Approve the statements related to the Executive Session held on August 28, 2018. *(Rachel Hughs, City Clerk)*
4. Consider, and act upon, a request by Cesar or Cecilia Perea, related to a leak adjustment request for 1105 Mesquite St. *(Mark Threadgill, Customer Service Manager)*
5. Consider, and act upon, Award of the Airport Runway Safety Area project (PW Bid No. 2018-004), in the amount of \$432,506.75 (including NMGR) to Mesa Verde Enterprises, Inc. *(Jim Talbert, Airport Manager)*
6. Approve the agreement with Otero County for Alamo Senior Center services to County residents. *(Magdalena Morales, ASC Manager)*
7. Approve the agreement with Otero County for Alamogordo Public Library Services to County residents. *(Sharon Rowe, Library Manager)*
8. Approve the New Mexico Department of Tourism Litter Control and Beautification grant agreement for Keep Alamogordo Beautiful (KAB) for FY2019. *(Kerry Uribe, Community Services)*

ITEMS REMOVED FROM CONSENT AGENDA**NEW BUSINESS**

9. Consider, and act upon, naming the new Disc Golf Course at Alameda Park in honor of John Riffle. *(Kim Riffle)*
10. Consider, and act upon, a payment extension of water bill in the amount of \$2,361.70. *(Cecilia Lucero, Property Owner)*
11. Consider, and act upon first publication of Ordinance No. 1578, Case: Z-2018-0002 (A), Cottonwood West, Replat B, Lots 1 -46 to change zoning from R-1 Single Family Dwelling District to R-4 Multiple Family Dwelling District. *(City Attorney, Petria Schreiber)* **(Roll Call Vote Required)**
12. Consider, and act upon, award of Public Works Bid. No. 2018-007 to D&R Tank Company related to the Rehab Upper Heights Ground Storage Tank project, in an amount not to exceed \$597,140.64, including NMGR. *(Bob Johnson, Engineering Manager)*
13. Consider, and act upon, approval of Change Order No. 5, RFQ 2014-05, to Bohannon Huston, Inc. related to the engineering and design services for the Bonito Lake Restoration project, in an amount not to exceed \$107,038.75, including tax. *(Bob Johnson, Engineering Manager)*

14. Consider, and act upon, Resolution No. 2018-39 approving a Grant Agreement between the City of Alamogordo and the New Mexico Department of Finance and Administration, Local Government Division for Capital Appropriation Project No.18-C2537 in the amount of \$240,000 to design, construct, purchase and equip playground shade structures at Alameda Park Zoo, Alamogordo Family Recreation Center, Griggs Field, Hermoso el Sol, Paiute Park and University Park. *(Veronica Ortega, Community Services Director)* **(Roll Call Vote Required)**

15. Presentation of the Alamogordo Police Department's Five Year Strategic Plan *(Brian Peete, Chief of Police)*

16. Consider, and act upon, Resolution No. 2018-38 approving a Grant Agreement between the City of Alamogordo and the New Mexico Department of Finance and Administration, Local Government Division for Capital Appropriation Project No.18-C2538 in the amount of \$100,000 to purchase and equip vehicles for the Alamogordo Police Department. *(Brian Peete, Police Chief)* **(Roll Call Vote Required)**

17. Consider, and act upon, the Memorandum of Understanding between the 49th Civil Engineering Squadron and the City of Alamogordo Animal Control Center to provide services to Holloman AFB. *(Brian Peete, Chief of Police)*

18. Consider, and act upon, the HIDTA Sub-award Recipient Agreement Between County of LEA and City of Alamogordo. *(Brian Peete, Chief of Police)*

19. Consider, and act upon, approval for the Alamogordo Police Department to apply for a Department of the Interior National Park Service Grant so to purchase and restore the property located at 523 Maryland *(Brian Peete, Chief of Police)*.

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

EXECUTIVE SESSION *(Roll Call Vote Required)*

21. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Threatened or Pending Litigation; Limited only to the Letter of the Office of the State Auditor. **(Roll Call Required)**

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/20/2018

Report No: 1.

Submitted By: Rachel Hughs

Subject: Presentation on concerns of the residents of Cottonwood Heights subdivision. (*Frank Bishop, Resident*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Presentation

Background: Mr. Bishop will be presenting the concerns of the residents of the Cottonwood subdivision and why there is opposition to the apartments being built at this location.



RECEIVED
SEP 11 2018
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 7 Sept 2018

Request Date
of Meeting:

25 September 2018

Name:

Frank Bishop

Address:

3891 Basswood

Alamogordo ZIP 88310

Phone Number:

(575) 437-5978

E-Mail Address:

fbishop@beyondbb.com

Item requested will be for: (Please check one)

☐ Information only

☒ Presentation

Brief description of topic to be discussed:

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

We do not allow handouts at the meeting

Concerns of the residents of
Cottonwood Heights Subdivision and
why there is opposition to the
apartments being built at this location.

Signature: Frank Bishop

Please return to:

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

Phone: (575) 439-4205

Fax: (575) 439-4396

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

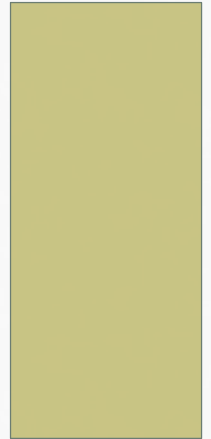
Revised 10/13/2017

CONCERNS AND MISGIVINGS

REGARDING COTTONWOOD HEIGHTS

WEST REZONING TO R4

**WE, PETITIONERS OF
COTTONWOOD HEIGHTS GENUINELY
DISAPPROVE THIS REZONING
WITHIN OUR SUBDIVISION**



CITY OF ALAMOGORDO (COA)

2018 COMPREHENSIVE PLAN

**Adopted by the Alamogordo
City Commissioners
March 2018.**

- **Survey comprised of 55% nonmilitary and 45% military participants in the Alamogordo area**
- **Survey used as the guiding light for the 2018 rewrite of the COA Master Plan for the next 20 years**
- **SWOT Analysis - Strengths, Weaknesses, Opportunities & Threats**

STRENGTH

“SMALL TOWN ATMOSPHERE”

*MIXED USE LAND REDEVELOPMENT IS AN
URBAN DESIGN DEVELOPMENT (2018 MASTER PLAN)*

➤ **Weaknesses**

- **Few high paying jobs outside the federal government**
- **Lower median income for population not employed by federal government**
- **City is very dependent on federal government spending**

➤ **Opportunities**

- **Partnerships with Holloman AFB for development near the base for military housing**

“THREATS”

(COA 2018 COMPREHENSIVE PLAN)

- **Water distribution and sanitary sewer systems are constrained and in need of significant upgrades**
- **Economy very vulnerable to downsizing or reconfiguration of military or Department of Defense missions**
- **Transitory military population not as invested in Alamogordo for the long term**
- **UNM Geo-spatial population study identifies decrease in population for Otero County from 2020 - 2035**

FUTURE “THREATS” TO REZONING OUR SUBDIVISION TO R4

- As we learned from our previous city planner; Darron Williams, once the west end of the subdivision is rezoned to R4, this **will allow continuation** of other apartments to be built in our quiet, established neighborhood area.
- Subsequently, the east end of our subdivision becomes **highly vulnerable** as we have vacant land directly behind Woodloop residents and across North Florida on both sides of Scenic Drive
- Our intact; established neighborhood will then be surrounded by apartment complexes **forever...**

IS THIS ILLEGAL SPOT ZONING ???

- **New Mexico's legal definition of what constitutes SPOT ZONING –**
 - {18} In the leading New Mexico case on spot zoning, *Watson v. Town Council of Bernalillo*, 111 N.M. 374, 378, 805 P.2d 641, 645 (Ct.App.1991), this Court stated “[s]pot zoning is determined on an ad hoc basis, depending on the facts and circumstances of each case.” The Watson Court elaborated on the definition above, stating:
 - “The term ‘spot zoning’ refers to the rezoning of a small parcel of land to permit a use [that] fails to comply with a comprehensive plan or is inconsistent with the surrounding area, grants a discriminatory benefit to the parcel owner, and/or harms neighboring properties or the community welfare.”

DOES COTTONWOOD HEIGHTS WEST MEET ALL 3 CRITERIA?

1. A expansive, multi-level apartment complex **directly linked into** an established, intact, low density population neighborhood is highly **“inconsistent”** to its **small town, neighborhood atmosphere.**
2. An apartment complex is a commercial enterprise that **grants discriminatory monetary benefit** to “out of town” investors; while **diminishing** many **benefits granted to property owners** who purposely chose to buy in this single family neighborhood.
3. This rezone **harms** the existing, neighboring single family property owners by **“taking”** from them the very reasons they choose to buy and live in this area.

WHAT ARE THE BENEFITS BEING “TAKEN” FROM PROPERTY OWNERS?

1. Alamogordo Planning & Zoning (P & Z) provided conditions with R4 rezone approval that apartments **“will never” become Section 8 housing** in a July 7, 2018 mailing sent to Basswood Drive (north side) residents.
2. P & Z **“withdrew” their condition** when asked by Basswood Drive residents to write this condition as **“iron clad”** at the July 12, 2018 public meeting.
3. Developer refused to **“shackle”** her hands by agreeing to covenants that could be written in the real estate contract between buyer and seller that provided this protection to Cottonwood Heights home owners.

SINGLE FAMILY HOME OWNERS

~BENEFITS BEING DIMINISHED

1. **Invasion of privacy** to home owners on the west side of Basswood Drive.
2. Diminished **quality of life** from escalations in traffic, noise and lighting intrusions into the subdivision.
3. Moves subdivision from a low density population to a high density population which **changes the culture**, nature and future of our established area.
4. Apartments are targeting a short term, **transitory population** that will be consistently moving in and out of our neighborhood.

TRAFFIC DRAMATICALLY INCREASES

~REASONS FOR CONCERN

1. **Traffic Impact Study** must be **conducted** prior to rezoning R4 for protection of subdivision home owners. Feasibility study conducted after rezone may prove one entrance/exit for that many vehicles is not permissible.
2. Traffic will **increase daily** with **up to 600** or more vehicles continually entering and exiting through the middle of our subdivision. *(Apartment traffic will merge with Texaco Truck stop, 18 wheelers, Greyhound Bus stop, Lowe's customers, and Cottonwood Heights/Tierra Bella home owner traffic.)*
3. **A R4 rezone** **will allow any type** of apartment complex to be built on Cottonwood Heights West land. Should developer change location; we will be stuck!

THE 5TH AMENDMENT - **IMMINENT DOMAIN “TAKINGS CLAUSE”**

R4 Rezoning of Cottonwood Heights West, Replat B, (Lots 1-46) single family homes into a single parcel of land for the monetary benefit of the new property owner (developer) can be taking from us the following basic rights protected by the constitution.

1. The value of our property through **devaluation** of our homes as apartments will lower appraisal value.
2. Our right to privacy * multi-level apartments will allow **voyeurism**.
3. Our right to our pursuit of happiness by diminishing our daily **quality of life**.
4. Our right to **protection from excessive noise**.

WE ARE NOT COLLATERAL DAMAGE!!!

- But **people** who have served or are serving our county and fought wars;
- **We have served** our city as small business owners, teachers, doctors, nurses, administrators, service providers and wage-earners **for the benefit** of city society;
- **We are citizens** who have brought skills, abilities and efforts to this community **that have significantly contributed** to the lives and welfare of all Alamogordo and its surrounding citizenry

COTTONWOOD HEIGHTS
RESIDENTS...

TAKE

A

“STAND”!

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/20/2018

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the August 21, 2018 Special Meeting and the August 28, 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
SPECIAL MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
AUGUST 21, 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

Mayor Boss called the meeting to order at 6:29 p.m. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present.

APPROVAL OF AGENDA

Commissioner Hernandez moved to approve the agenda.

Mayor Pro-Tem Baldwin seconded the motion. Motion carried with a vote of 7-0-0.

WORKSHOP

1. Presentation will be made on the Rocket City Fun Center. (*Jay Chun, Manager of Rocket City Fun Center*)

Mr. Chun gave some history on how he became involved with the Family Fun Center project. He said he knows there are a lot of questions on why it has not opened, and he explained that the kitchen equipment would not work with the full kitchen design of the center. They needed something more solid, so they exchanged the kitchen equipment. He stated that he is within the budget of the \$. He said it will cost \$53,000 for TV projector screens. Mr. Chun said they have changed plans 7, 8, 9 times. He said he does not want to make changes later and that is why he is making changes now. He stated they are at the second stage of moving forward. He said their goal is to be open in October and probably start hiring by the end of September. He said if anyone has any questions they can submit them to their Facebook page. He said the only thing they have not done major, was the exterior construction. He wanted everyone to know, the Commission and public that this is not a simple, small 3000 square foot restaurant that they are making changes to, this is the entire 36,000 square foot building that they are adding and making changes to make sure that this is an excellent fun center that everyone can be proud of. He said there has to be some programming done for cards that people will be able to use when playing games. He said he was hoping to bring something printed out, but his computer broke down and he will get it to City Attorney Schreiber or City Manager Paluch. He stated there is no hidden agenda. He said the project is moving along. He wants everyone to support the project. He apologized to the public for delays. He said he cannot give them a specific date, but he will try by October. He said they had to put a big pizza oven in and the previous plan did not account for this. He asked the Commission and the public to allow him to do his job as quickly as possible. He stated the people of Alamogordo deserve this fun center. It takes a lot of time to build a fun center and he just took over in April. He stated it is not fair to him to be critiqued and asked people not to spread rumor. He came because he likes the town. He stated he is not getting the support that is needed, and he is frustrated, and it is stressing him out. All the negative comments are not going to help the community or help the business in this town. He said he cannot do this by himself he needs help from the Commission and the community, there is too much negativity. He stated he can drop this project and go somewhere else. He said if you can find someone that could do a better job and better passion than he has in this project, then find someone, but he does not think you will. He said whatever they feel, let him finish the project and attack him later. He asked if they can work together.

He said this was to be more of a presentation, he wanted it to be more of a discussion. He said they are finalizing the contract on the construction, so construction will be starting soon. He said they are moving just not at the pace you all wanted. He said in a perfect world it would be perfect, but he did not get a perfect building nor was the project on a perfect setting. He said he is doing his best to make sure that things are moving, and he hopes they can all work together to make sure they knock off all the nonsense out of the way and he hopes the public can give more positive feedback on how things are. He asked that anything related to the City please send their comments to the appropriate pages. He said he will continue to press forward, and he hopes he got his point across.

He wanted to address another issue concerning Mr. Williams. He said Mr. Williams had helped him tremendously but whatever happens with Mr. Williams and the City he does not want to get involved in that. He said there are rumors that Mr. Williams and his wife are going to take over this thing and do all that. He said if it didn't come from Mr. Chun, don't think that is what the direction is. He said officially on the record, he did not hire him, or has he paid him. He said Mr. Williams left the City or whatever the situation is, that's his situation, it has nothing to do with me. He moved on to the Governmental Conduct Act. He said because of the scenario and what the whole thing looks like because he is involved in the project, he read it. He did not think it has anything to do with him, personally. He said if Mr. Williams doesn't represent the project in any other way, that is the only section that he sees that might be of an issue. He asked if he has to go through the Government Conduct Act, for a project, for a guy who left the City, and for him having to deal with this issue after, this doesn't make sense to him. He asked if the City was going to come back and sue him for something and does he have to hire an attorney. He said there was many things going through his mind when he was given this. He asked if he is not involved in this, why are they getting him involved. He said on top of that, questions were if he hired Mr. Williams or his family or otherwise, then the question after that is the City telling him that he cannot hire anybody within City staff. He said there are a lot of other questions that follow up after that. He stated because of the uniqueness of the Center, he does have a lot of people that come in and ask for a job. He said he gets calls from all over including the City. He said he needs clarity and not just throw him a booklet and tell him to read this and expect him to understand, he is not an attorney. He stated he does not want to jeopardize 15 years of his lease years along with a million and a half dollars that is going to get him in trouble if he screws this thing up. He said he wants to build the Rocket City Fun Center, that is all he wants to do right now. He said this is a waste of time and held up the Governmental Conduct Act booklet.

Mayor Boss told Mr. Chun said he really does not believe and maybe City Attorney Schreiber can explain this, but the City is not going after you in any regard. He asked City Attorney Schreiber to explain as much as she could under the circumstances.

City Attorney Schreiber explained they received some information from several employees about some alleged Governmental Code of Conduct violations. She said they did what Mr. Chun has described, and they wanted to ask him some questions to find out if these things were true or not true. They asked the questions, they took Mr. Chun's word at face value and believed them as true. She said that was the end of that. She gave Mr. Chun that copy of the Governmental Code of Conduct to explain why we were asking the questions. She said that was her intent, and she believes the City Manager's intent, when they talked to Mr. Chun just to try and get clarity on what they are being told versus what the truth was. She said when they talked with Mr. Chun they got very simple answers to their questions, said thank you, and here is the reason why and they left. She said that was really all that it was.

Mayor Boss said it is his understanding that Mr. Chun does not need an Attorney to defend himself against the City of Alamogordo. City Attorney Schreiber said the City of Alamogordo has absolutely no interest in going after Mr. Chun and he is not the governmental employee that has to comply with any code of conduct. She said the problem is that we had a former employee that there were some allegations against that involved Mr. Chun, so it was very simple for us to ask Mr. Chun whether these were true or not. She said when he said no, we said thank you very much. She said that is the end of

it, it has absolutely nothing to do with him, nor were we ever going after Downtown Venture Corporation, Mr. Chun or Rocket City Fun Center.

Mr. Chun said this is not personal so don't take it personal, but at the same time after that meeting, he gets an email that afternoon saying exactly the same thing. He said it was an official email asking if he had done this, this or this. He said this comes from the City Attorney, so how would you take it. He said he would not have brought this up, if that was done at the time of their initial discussion, but when you send me an official email asking the same question and stating that she could not consult him with legal advice as an Attorney, but this, this, this. How would you take it?

Commissioner Payne said she grew up in Southern California and when she moved here it was a different world for her too. We are a small town and word travels fast and rumor travels fast, and it is probably something that Mr. Chun is not used to. She said as Commissioners, take what you have listened to and multiple that by a hundred, thousand times, that is what we deal with every single day, everyone has to answer to somebody. She addressed the Governmental Code of Conduct. She has personally heard from people that Mr. Williams is telling people that he works for Mr. Chun. She told Mr. Chun that Mr. Williams is the one that is putting your integrity in question, not us. Perhaps, Mr. Williams is the one that you should have a word with because he is the one leading people to believe that he is working for you. She said as a City Commissioner, speaking only for herself, that is tough for her because she gets this person telling her this and this person telling her that. It is very difficult to know what to believe. She stated that a lot of the Commissioners have full time jobs during the day, and then they do this. She gets calls when she is at work and she has to stop and answer questions. She said no one is trying to disrespect you. She said this is probably her number one thing that she spends time defending. She is excited about the Fun Center, she thinks Mr. Chun is going to do fantastic. She told Mr. Chun the very first moment that she met him, when he said our citizens deserve this, that resigned with her because she does think that our citizens do deserve this and she is willing to wait to get something quality because she does understand what it can be. She said but you have to understand that them giving you the Governmental Code of Conduct was for his own sake.

Mr. Chun said he understands and agrees with her. He said he may be over reacting on certain things, but the reason he mentioned this is not just for him, but for all of them as well because he knows the Commission has taken a lot of heat on the project as well. He also wants the public to understand when stones are thrown, those heal but words will stay with you for a long time and that is not just for a project or otherwise, but also for him and all of you. He said the one thing that he wanted to address and clarify is he is here to do one job. He hadn't really thought about hiring Mr. Williams at the time. He asked if he is limited to who he can hire or not hire. He asks that the City just be clear with him. He said if that is the case, then he'll say based on legal or whatever the situation is and that is what it is. He said everyone has different opinions. He has known Mr. Williams from the beginning of the project and he has worked with Mr. Williams throughout the stuff and based on that he feels at the time, although he didn't think about it when everybody kept telling him do this, do that, now he is thinks maybe he should hire him. He said it got to the point of why are we so hung up on this thing, and that is why he wanted to address it. He asked if there is a problem of him hiring city staff members or ex city staff members. He said you don't have to answer that right away, but if that is then just give the clarity. Either that or he will have to get an Attorney to give him the clarity, which he does not want to do.

City Attorney Schreiber told Mr. Chun that she had sent that email for his protection, as well as, the City's, so that they could memorialize their conversation, and that you are not currently hiring Mr. Williams, and that a lot of the allegations that we have discussed that would have been violations of the Governmental Code of Conduct did not in fact take place, and they did have that discussion, and that is what you said. She said it was not meant as a personal attack, it was only meant to protect you as well as us. She said the last paragraph in the email does say that although she cannot give you legal advice, it would behoove you to read that so that you understand the limitations of City employees and how they can and can't work for and or help you. She said that was the clear intention of writing and sending you that Governmental Code of Conduct. She said she is truly not allowed to in her position to

give him legal advice, but she thinks it is fairly clear when you hire someone what they can and cannot do in that Code of Conduct. She said it was truly not an attack but a way for you to understand the City's position. She said they have talked about that, they've had phone calls about the infamous car that has been parked on people's driveways and has been personally driven. She said you are requesting that the City come to you and tell you when things can't be done because it is not legal and that is exactly what she did. She said she did call him and say, this can't ever happen again and please don't have this happen, so she has held up that end of the bargain and have made those calls to you and given you that compliance guide to try and help.

Mr. Chun said he didn't know why his car came into the picture. He said he has come here some many times that he figured rather than renting a car, he ended up purchasing a car and left it here. He said this was a purchase made prior to Mr. Williams leaving the City. He said he does not know anyone in town, and through all the months he has been here, Mr. Williams was the only one that he spoke to and he asked him if he would mind if he left his car at the facility. He said because he is doing another project, if he was not here and he needed certain things. He said that was just the simple communication at the time and that is what happened. He saw what was written up on this and that and all that stuff. He said that is his car, he left it here for his travel purposes as needed. He purchased the car for the purpose of the project. He said he was originally going to get a Chevy Pacifica, but they would have given it to him at a higher loan rate, so he had to go to his dealer to give him a good rate, so he ended up purchasing that, it just so happens to be a Mercedes. He said he thinks they just took that out of context.

Mayor Boss said one thing to keep in mind, this Code of Conduct is not the City's Code of Conduct, this is from the Secretary of State. These are rules and regulations that the Secretary of State has imposed upon municipalities and employees of those municipalities because they are involved in public service. He said this is not an Ordinance that we dreamed up, it is something that we have to live by. He said he understands his concern about the social media and the comments that are made, he has lived it every day. He gave Mr. Chun some advice, what he has done is that he has learned that there is a little handful of people out here that you can't do anything right for. He said you could pave the streets in gold and the sidewalks in silver and you should have done the sidewalks in gold also. He said that is not going to extreme. As you have had time in Alamogordo and you go into the community, you go into the store and someone comes up to you and thanks you for what you are doing and thinks you are going the right direction and that is about a hundred to one or greater, believe me the majority of the people are not doing this, it is a small handful of people that have nothing else to do with their time.

Mr. Chun said he understands and that is the reason he is mentioning this so that those handful of people do not hurt the others by not having all the facts straight and just in speculations or rumors. He thinks that has to get addressed and the public needs to know about it. He said let's just get the facts straight and let's just talk about the things that are really necessary to improve as an overall, not just pick on one particular item and just run in circles with it.

Mr. Chun said he wanted the Commission to think about this and then he would like a legal opinion or answer or whatever it is, at least for him. He is talking as Mr. Chun and thinking about the project now. He said he has known Mr. Williams throughout this time and he believes that he can utilize him. He said again he has not done it, just to get that clear and out of the way. If he were to do that would that be an issue to the Commissioners or the public.

Commissioner Hernandez said that is in that document, referring to the Governmental Code of Conduct. He said he wouldn't answer, that is in the document. He said let's change direction, a few months ago you sent an email that the bowling alley would open in October. He said honestly, he doesn't think that is feasible, so could they get some dates. He said the actual letter came from you to Mr. Williams and said that the bowling alley will open no later than October, and we would be hiring by July, we didn't meet that deadline, so can we get some deadlines. He said before we do that, he would like to bring to the attention of the Commission that back in December of 2017, he made a statement during the LEDA fund presentation and such. He read his statement as "Mayor Pro-Tem Hernandez

asked if they could put a not to exceed time frame on this", he explained that this referred to the opening of the bowling alley. He continued reading and said, "City Attorney Schreiber said we can, but we would have to change the documents." He pointed out that he is not reading this verbatim. He continued reading "he had said that he does not want to see us 8 or 9 months out and still with nothing". He said we are now 8 or 9 months out and still with nothing. He asked Mr. Chun for a dropdown date of when he is going to start hiring and when the facility is going to open. He stated he cannot almost not only do his job on a daily basis because he is being asked when we are going to get our bowling alley.

Mr. Chun said he would repeat himself again if you haven't heard me sir. He said they will go ahead and start the hiring process at the end of September. He asked Commissioner Hernandez if that answers his question in one. Commissioner Hernandez confirmed at the end of September. Mr. Chun said the second thing, like he mentioned before, if you would like for him to walk through the entire building as to why some of the things need to get done, he will do that with you. He said for him to give a firm deadline, if he does not meet that deadline are you going to call me back. He said you talk about summertime, he asked if he was doing the building in December. Commissioner Hernandez said it was given to you if February. Mr. Chun and Mayor Boss both said no, not in February. Mr. Chun said he did not get full access to the building till the middle of April. Commissioner Hernandez said okay, but it does not matter because the letter that you sent. Mr. Chun interrupted and asked how that does not matter. Commissioner Hernandez answered because the letter that you sent out. Mr. Chun interrupted again and said he accepts his letter that he sent out and he apologized for it, but that was at the time when he was initially assessing the building. As he went through the entire building, he mentioned earlier that there were many things missing that needed major improvements and these things take time to plan, execute, draw it out, plan it out, stamp it out, whatever. He said it takes time get all that done. Commissioner Hernandez asked okay so what is that timeframe, you should have a plan by now, you are a businessman. Mr. Chun said they have the plans, they are going to submit this, as he held up the plans. He asked if Commissioner Hernandez was not listening to him. Mr. Chun said they have a contractor, they are going to start hiring by September, and once the contractor submits all these things then they are going to move forward on the project. He said you keep going back to certain things, again if you are going to go item by item there are many things he can start talking about item by item. Commissioner Hernandez said the reason these people are here tonight and the reason we came here tonight, the reason I came here tonight is to find out when are we going to get a bowling alley. Mr. Chun said his goal is to get this accomplished by the end of October, he has not changed that setting yet. He said he may have delayed a little bit on the planning, but he will do his best to try and make it up on the construction. He said if there is a little bit of a hiccup in between that he cannot control it, whether it is coming from the State or the City. Commissioner Hernandez said he wanted to make sure that they had clarifications on those items.

Commissioner Hernandez stated that when they approved the LEDA funds, he pointed out that he voted no, but he was part of the Commission, one of the items said additional kitchen equipment. He said wording is very important, just like in that other document. He said it did not say replacement of kitchen equipment, it said additional kitchen equipment. He believes that is a problem for us. He said there is nothing in there about construction other than additional HVAC unit. He said this is not on Mr. Chun, he is letting the Commission know.

Mayor Boss asked him if he was trying to make a case against what they did. Commissioner Hernandez said he wants to make sure that they understand there could be a problem because of what they approved with the LEDA funds. He said what is in the document is not what he is talking about. He said that is his concern. Mayor Boss said he does not understand. Commissioner Hernandez said Mr. Chun is talking about major construction that is not in this LEDA fund stuff, unless he is paying for it out of his pocket. Mayor Boss said he thinks anybody that went out there understood that there would be major construction. Commissioner Hernandez said it's not on here, referring to the document. He said what we approved, what they voted on to approve the LEDA fund money on, the \$1.5 million, has to be right here, it's not there.

Mayor Pro-Tem Baldwin stated that is a subject for the Commission and the City Attorney. Mayor Boss said he does not think this is the venue for that, right now. Commissioner Hernandez said it's a subject. Mayor Boss said well go ahead. Commissioner Hernandez said it's a subject matter and that is why he is bringing it up. Mayor Boss said it would have been a subject between you and City Manager Paluch probably.

Commissioner Rardin said he is along the lines of Commissioner Hernandez tonight, he wants a date of when this is going to be open. He said he has a lot of history with this project. Mayor Boss asked Commissioner Rardin what he didn't hear and understand about Mr. Chun's comments about what he was going to do by the end of October and the opening. Does he need to say October 31st, maybe. Commissioner Rardin said let him say his spill first. He said the bonds for this project passed in March of 2014. He said the bonds have been sold since December of 2014. Mayor Boss said Mr. Chun had nothing to do with that and he had nothing to do with dragging it out for four years. Commissioners Rardin said these people sitting here in the audience have been paying the bond payments for four years. Commissioner Payne said so have we. Commissioner Rardin said we have to, all of us, anybody who owns property in the City of Alamogordo has been paying these bond payments. We owe them an explanation of when this will be open. He said he agrees with Commissioner Hernandez, he was in the meetings in December and Mr. Chun stated that we would start construction April, May, June and start hiring around July and should be open September or October were the exact words in the meeting, if he remembers correctly. He said that is where our issue is, all seven of us are catching heat every day, wanting to know when this things is going to be open. He said we have a building out there that is finished. He said the CO on that building was issued on February 9, 2018. He said it has been substantially complete since January. He said he has been in the facility when they were building it, he has seen it, he saw it when they were finished, he does not understand the changes honestly.

Mayor Boss asked Commissioner Rardin if he has been through the building. He answered that he has. Mayor Boss said, and you don't understand why when the chip board is coming off the walls and little kids are going to be playing there, they don't need to cover that. Commissioner Rardin said there is wafer board on the walls, Mayor Boss said oh yeah there was. Commissioner Rardin asked where it was at. Mayor Boss said in the laser tag, where the kids are going to rubbing up against it and it is chipping off, that is just one example.

Mr. Chun asked Commissioner Rardin if he has been to restaurants. He answered yes. Mr. Chun asked how he pays. Commissioner Rardin said the point of sale system is not in there, but that is on the operator. Mr. Chun said you know the answer. Mr. Chun said so you are telling me the building is complete. Commissioner Rardin answered yes. Mr. Chun said he completely disagrees with him. Commissioner Rardin said the building itself is complete. Mr. Chun said it's a box, what are you going to do with a box. Commissioner Rardin said it's not just a box, it's got a CO. He said it has every single thing that the State of New Mexico says it has to have to be inhabited. He understands that it needs beer taps, it needs your food storage, it's got the places for it. He understands that it needs a point of sale system and this and that, and that's what the Commission approved this money for. They approved the LEDA money for you to purchase this stuff to install into that building. He said he is not here to argue with you tonight, he is here to find out. Commissioner Payne interrupted and said she thinks he is. Mr. Chun said he is there to argue with him because he is saying everything is complete. Mr. Chun asked what you were building when you approved that, what was the main reason you were building that. He said for a Family Entertainment Center, right. Mr. Chun asked are we building a box or are we building a Family Entertainment Center. Commissioner Rardin said a Family Entertainment Center. Mr. Chun said in a Family Entertainment Center there are many things that have to be in the center along with the equipment, kitchen and everything else. He said if you did not do your research, find out what is in the Family Entertainment Center, that obviously you did not check into it. He said as a matter of a fact, the last time they had a power outage, do you know how dark inside that was. He said if kids were inside running around and a power outage went through, he's going to get a lawsuit, you're going to get a lawsuit. He asked who checked on that, who signed it off. He said that is a complete disaster right there. He asked if they have checked on that. Mr. Chun said please do not mention stuff that you are not aware of. Commissioner Rardin said he is very aware of it, sir. He said

the bottom line is tonight with this meeting, we owe these people right here and everybody in this City an explanation of when it will be open.

Mr. Chun looked into the audience to address a question. City Clerk Hughs advised Mayor Boss there was no public comment and Mr. Chun could not address the public.

Mayor Pro-Tem Baldwin said he did not think that he could not have said it any better than Commissioner Payne did. He thought her words were quite on point with some of the situations that we are dealing with. He said he respects his fellow Commissioners because they are all there to represent a body, and that body is demanding at times as you heard. He said they use words like we, and for once it should have been I, because it doesn't reflect his opinion on what is going on. Mayor Boss said nor does his. Mayor Pro-Tem Baldwin said there is a hypocrisy that it took them fumbling four years to build a bowling alley and we expect you to have it open with the quality that you wanted within four or five months. He said there were letters written, there were things said. He is not overly happy that we are not open, but he completely understands. He said there are two things that Mr. Chun said during the whole process and then something that was said tonight that kind of struck him and keeps him hopeful about the project. He said first, you need to understand that you are now working with a municipality and the government. He said that might be very difficult and very hard to understand, but there are a lot of things that are very difficult. The product that you are trying to provide to the customers, the reason he was sold on it was because you wanted to provide an experience, not just a box or not just a place to throw balls down a lane and maybe have a little bit of food. What you are experiencing and whether or not the money is legal to be used inside there or not is something that we'll have to deal with, but what you are experiencing with what you had, we dealt with in the Golf Course. He said that is his personal experience. He said very much like your situation they came into a built facility. In order to operate a restaurant in there, the walk-in freezer was woefully undersized, the banquet area was woefully small, and it was just part of the process that they had to deal with it, and they had to make changes. To build that stuff out, in order to accommodate, it did take a substantial amount of time. It was not ready when they handed over the keys to the contractor and it took them two years and a month on an eight-month project. He said he shares their frustration of the other Commissioners, he is not trying to sit on both sides of the fence here. He does agree with them on their frustration, he does understand they are being addressed by citizens on a daily basis in order to get their Family Fun Center. He also acutely aware that he is not going to hold Mr. Chun's feet to the fire like they will, and they said we, that's not a we, that's them and respectfully he says that as much as he can. He understands that it took a long time to build this and you are going to have some challenges and he hopes some of those challenges are overcome as quick as possible, and he hopes that we have the quality entertainment that we're looking for come October. He said he excited that Mr. Chun is here. He said there is one other thing, he understands that Mr. Chun had some frustrations with that and he did not hear his opinion in reference to the Code of Conduct. He thinks City Attorney Schreiber addressed the miscommunication possibly between you and hopefully that settles that. He asked Mr. Chun that he address his question about Mr. Williams with the City Attorney.

Commissioner Sikes agreed with Commissioner Payne, and she too gets a lot of questions every day, but she thinks it is incumbent upon them as Mr. Chun said, to support the project and be able to answer the questions reasonably. She liked what Mayor Pro-Tem Baldwin just brought up about the fact that reminding us that this is just not a place to go bowl, but this is an experience. She said when she went in there and looked at the building she thought it looked pretty good, but she does not know construction. We've talked about all of the changes and one of the things that really stood out to her is if she was sitting at the bar, she could look straight into the men's restroom. She said this will be one of the nicest facilities in the City.

Mayor Boss said Mr. Chun made a comment about how the negative comments in the community get out and there are potential businesses looking at this. He said about six weeks or two months ago, the Commission voted to give \$450,000 for establishing a brand for Alamogordo. Part of that branding is to offset the negative social media that they hear. He said he will be looking the same direction, trying to

get this done and get the Family Fun Center open as soon as we can without being critical of every step you take. He thought Mr. Chun is doing a great job.

Commissioner Payne wanted to clarify that any work that Mr. Chun does or that National Construction does, will supersede with its own warranty, is that right. She said in other words, there is talk out there that the warranty is void because you are doing some construction, but she is going to assume that the person that is doing the construction will warranty their own work.

Mr. Chun said they will warranty their own work, they cannot warranty the previous work. She said if it is previous and untouched it should still be under warranty. He stated when he took over the building, or even before he took over the building, he made some requests because he knew what needed to go in there so that they could save the money and do otherwise, but none of that worked out. Now everything all got passed up and now he has to tear down the exact same thing that he had requested not to put up. The reason behind all that is the warranty issue is that, at least for him, at least during the time that he is there, anything interior he is expecting there is not going to be a warranty, he is going to have to fix it. He said other than little things the previous construction company may have done here or there, he does not see how that is going to be possible, but any future work that they put on there obviously it is going to be his responsibility. He said the only thing that he mentioned to the executive team is that if there is anything structural, anything with the building that he cannot really touch, or fix are something that they might need to address with the previous contractor. He said right now there is a crack on one of the structural side of the bowling alley and he hopes that it is nothing major. He knows City staff is checking on it, if it is something like that, he cannot fix. He said they have noticed a lot of the leakage coming in from all directions and he has seen a lot of bugs in the building, which means the building is probably not completely sealed either, at least for what he has seen, but he can't say that. He said things like this should have been checked and been done with, but it wasn't and now it is dumped on him. He said he is going to take responsibility, he is not going to charge the City, and the only thing he is not going to take responsibility for is the structural stuff. He said that had nothing to do with his end, so he wanted to at least clarify. Commissioner Payne said he is talking more about the cosmetic stuff. Mr. Chun said the only thing they are putting in right now is cosmetic stuff and maybe the additional storage that we had to build because that is an outside unit, that he is responsible for, he fully understands that. He said he did something that the City might want to check into, when he puts up the pizza hood oven that has to go up, which is needed. If the previous contractor says because you guys are putting a hole in that roof, is that going to void the entire roof warranty, he cannot say anything about it because he needs that hood. He said he will warranty what is built on that hood or surrounding it, but he cannot take care of the entire roof because of that reason and to him that is not fair either, if that is the case. He said things like that are the only other things but anything interior or anything that's not necessary, even if he has to spend his own money he will do it, that is his responsibility.

City Attorney Schreiber said the way it works, this is how it was explained to her and it made very clear sense. For example, the crack that Mr. Chun is talking about is a sheetrock crack that will be fixed by the White Sands Construction, the previous contractor. She said there is a stucco issue on the back wall that the sub-contractor that did the stucco is going to come in and take care of, those are still warranty. If we do something to the inside west wall, that does not mean that we voided the warranty on the inside east wall, however, if we mess with the electrical system then we have voided the warranty on the electrical system. There are limitations when you do that with construction. Going into the roof will void that warranty on that roof. Something to keep in mind is that we did get this building in February and we did get a year warranty on construction, that warranty is already almost up. It is in our lease agreement spelled out what is our responsibility and what is the tenant's responsibility. She said if we are going to mess with the framing of the building, that warranty for the framing would be voided, but it really depends on what we are talking about.

Commissioner Payne reiterated that this project was approved in 2014, and she will say for the record that she was a citizen back then, she was not an elected official and she did not vote for it. She said nonetheless, the voters did vote for it and because they voted for it she is supporting it because she

feels like it is our right to vote, that is something that we have the right to do and the majority of the voters voted to build this building and that is why we are doing it. She does not know anything about building Family Fun Centers, she does not know anything about what goes into one, she never would have thought about all the little things that Mr. Chun talked about, but she expects a quality facility and she believes that we are going to get one. She said we had a bond out there for how many years, paying interest on a bond with nothing, and here we are, we are in the last leg. We are in the home stretch, we just have a little bit longer to go and we will see this thing to fruition and for her, she has owned the decision she has made, they have not all been perfect. She thinks five years from now nobody is going to remember all of this. She said her biggest concerns were the rumors about Mr. Williams and Mr. Chun has addressed those. We are a government entity, so it is a little bit different. She said hopefully by October 31st we will see something. If there are some unforeseen circumstances, she is willing to wait.

Mr. Chun apologized for raising his voice. He said he is passionate for what he is doing. He asked for support from not only the Commission but from the public also. He said any questions that anyone may have, to address them to him. He said Commissioners have no idea what the machines look like, nor the arcade games or any of that stuff, so if the public is listening out there, please send questions to him, he will address it so that the Commissioners don't have to deal with that issue. He said when he took over, he took over the entirety. His goal is to have this completed by the end of October, unless unforeseen things come up and if they come up we will address it to the City, as well as on Facebook. He said his first stage is somewhat done, planning is pretty much done. The second stage is going through the actual construction, the third stage is hiring, the fourth stage is training and then the fifth stage is actually a soft opening. He apologized to Commissioners Rardin and Hernandez. He said his passion to have this completed not only as a Fun Center, but to have it in Alamogordo. He said his focus is on getting this thing done. He asked for their patience and for their help as he signed a 15-year lease with them.

Mayor Pro-Tem Baldwin moved to adjourn at 7:55 p.m.

Commissioner Payne seconded the motion.

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 September 25, 2018.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
AUGUST 28, 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 6:32 p.m. Roll Call was taken by the Deputy City Clerk. Deputy City Clerk Barraza announced there was a quorum present. City Clerk Hughs was absent. Invocation was given by Judge Ryan Suggs and the Pledge of Allegiance was led by Mayor Pro-Tem Baldwin.

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Lori Lamb commented on the following:

She introduced herself as the President of Rotary Little League. She thanked and commended the Commission as the face of Alamogordo in trying to make the improvements for Alamogordo. She complimented the little league complex. She said there are some questions and concerns about budgeting and funding. She expressed her concern for safety issues at the fields. She asked if anyone could help her find answers on the lighting situation.

CITY MANAGER'S REPORT

City Manager Paluch made the following remarks:

1. She said Sahara Apartments is moving right along. She said Southwest Abatement and Terracon mobilized on Monday August 27, 2018. Currently, Southwest Abatement is encapsulating and removing the exterior plaster located on the upper "A" shaped ends of each structure. In Addition, a foot of plaster around the perimeter of each structure is also being encapsulated and abated at this moment. She said this process is necessary to minimize the disturbance of asbestos containing materials when the roofs are removed, and commencement of structure demolition is still about a week out.
2. She said Kids Kingdom is moving right along. If you have driven by down Washington or Oregon, you will see that the equipment is currently being installed and we are still on target for the park to be completed the second half of October.
3. She spoke on the Scenic Extension and she announced that Union Pacific Railroad turned in the agreement documents on August 22, 2018. She said with a project this large the documents were quite substantial, and they are being reviewed by our Legal department currently. In addition, the Project Engineer for the city is reviewing the exhibits that were attached to that agreement for technical conformance. The agreement does cover the new crossing at Scenic extension, minor upgrades to the Tenth Street crossing and the closing of the Eighth Street crossing.
4. She said the Street Maintenance project is also moving right along. If you drive through the city you will see many of our streets are closed right now. Paving on Aspen and Spruce to the cul-de-sac, and the milling and prep work for Adams and Washington has begun. The new water main and service

lines on Spruce are completed and the new water main on McKinley has been installed up to Ridgecrest.

5. She said the top dressing on Balloon Park is just over 50 percent complete, and the Otero County youth soccer leagues will begin practicing on that field the second week of September.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Sikes made the following comments:

She complimented Chief Peete on the Crisis Intervention Training. She credited Commissioner Hernandez for his encouragement to get this kind of training for our Police Department. She said Chief Peete got a grant to do the training. She said there was a lot of law enforcement at the training and probably about 40 people at these trainings. She said the company that did the training will be back to follow up on what they surveyed and taught those few days. She thanked Commissioner Hernandez for the impetus to get this thing going and she thinks it is going to only serve to make our community a better place for community policing. She said law enforcement knows that sometimes they are dealing with people who may look like they are exhibiting criminal behavior, but it is behavior that could be aided through the help of behavioral health techniques.

She spoke on the passing of Mr. Chuck Galusha. Mr. Galusha was responsible for building the gazebo in Alameda Park, he was a founding member of Earth Day, and he started the Keep Alamogordo Beautiful program. She said his shining moment in Alamogordo and it continues to be something that goes on here is the fact that he started with the Breakfast Lions Club a thing called "Operation Kids Sight". She explained that in this program they screen children for six different eye problems. She said now numerous Lions Clubs throughout the State do the screenings. She said it continues today and as of this afternoon they have done over 35,000 kids so far this year. She said she didn't know Mr. Galusha very well, and she hopes that those of you who did keep him in their prayers. She said we can't forget about the people who made such large contributions.

CONSENT AGENDA

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)

Mayor Pro-Tem Baldwin asked to remove Item # 3 from the Consent Calendar

Commissioner Hernandez moved to approve items 1, 2, and 4 of the consent calendar.

Commissioner Wright seconded the motion.

Roll call vote was taken.

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

ITEMS REMOVED FROM CONSENT AGENDA

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

Airport Manager Talbert explained a major change in the way this grant is working this year. He the State has elected to give a two-year grant for \$20,000 instead of a one-year grant for \$10,000. He said the big issue that would bring about is that we will be committing two-years of the 10 percent, it is a

90/10 grant, so instead of just committing just \$1,000 this fiscal year, we will be committing \$2,000 for this fiscal year, and then it will be carried forward into next fiscal year. He said the grant can be spent all in either year or it can be spent at any proportion between the two years. He said what this does is saves a lot of paperwork, we do not have to create a new grant for two years and it also allows a lot less money to be left on the table because of the nature of the grant, it is difficult to hit zero at the right time.

Mayor Boss asked if we get \$20,000 for \$2,000. Airport Manager Talbert answered that is correct.

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

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)

Deputy City Clerk Barraza said basically this is just what it says, it is a beer and wine license for the Local for consumption only with patio service located at New York Avenue.

Mayor Boss asked if this has been approved by the State agencies to this point. Deputy City Clerk Barraza answered he believes so.

Commissioner Payne said she is a little confused because they have closed. She asked if this will transfer with them wherever they move or if they move. She said at this point they have closed or they are getting ready to close and they don't have any place yet.

Mayor Boss said he is guessing that staff did not know they moved.

Commissioner Payne apologized, and said it just dawned on her when she saw this, but she was just in there the other day, they were closing their doors, but they indicate that they were looking for another building. She said she does not know how that works, she does not know if they should approve that or wait. She said they told her that they were closing their doors.

Mayor Boss asked City Attorney Schreiber if she had a comment. She said it would be her recommendation that we table this item to get clarification on the state of the business and perhaps we can bring it back to the next meeting after the Clerk's Office gets some clarification.

Commissioner Payne moved to table.
Commissioner Hernandez seconded the motion.
Motion carried with a vote of 7-0-0.

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)

City Attorney Schreiber said we did a LEDA project with Premier Pellets in June of 2010. They never actually opened and created any new jobs. We were able to seize a dryer and sell it at auction to help repay some of the \$147,420 owed. She said this came to our attention during a meeting when the Finance department wanted to write this debt off. She said she has been in communication with Mr. Lou Matthews who is the Independent Administrator of the Estate of Murray Matthews, who is deceased. She said he is very anxious to get this resolved. He has offered about \$40,000 to call this

done. At this point and time, she believes it would be best to commence the foreclosure proceedings. She said once we do that, there is an arbitration clause that we can sit down with them and attempt to work something out, but it would be her goal in the foreclosure proceedings to recoup more money than \$40,000, since we are still owed over \$70,000 at this point.

Commissioner Hernandez said he believes the last time they spoke about this, we felt like we weren't going to get anything. He said if City Attorney Schreiber feels like we can get more that is fine, he was just looking to check it and see where we are at. He said \$40,000 is better than zero, but if we can get more.

Mayor Pro-Tem Baldwin said the sale of the dryer was kind of unexpected.

Mayor Boss asked how we got a hold of the dryer and were able to sell that. He said he was not familiar with that.

Commissioner Rardin said he sat in these meetings with Mr. Murray Matthews when they did this agreement and when he wanted LEDA money to buy that dryer. Commissioner Rardin said they talked Mr. Matthews into giving us the mortgage. He asked City Attorney Schreiber if we were in second place. She answered we are in first currently. Commissioner Rardin said when they shut down, they had an auction and we took the biomass burner and sold it. He asked City Attorney Schreiber if we try and foreclose, does she think if we will recoup our full \$72,000. She said she does not know the value of the land, so she does not have any right to go in and have it appraised at this point and time. She did discuss this with the Economic Development Department, because her first thought was that she didn't think that we would get anything, so \$40,000 seemed like a great deal. She said she would expect to have a valuation of the land and the buildings and to be able to make a more solid call on what's best for the City, but we need to get there. Commissioner Rardin said if he remembered right there was a large amount of property out there, but we only put a mortgage on a certain portion of it. City Attorney Schreiber said what's in the book is only what we have the mortgage on, so we only have the land with the building on it. Commissioner Rardin asked if it is just the building part of it. She answered yes.

Commissioner Hernandez asked City Attorney Schreiber what her recommendation is. She answered she recommends that we proceed with foreclosure proceedings. She said the \$40,000 will remain on the table. She thought that would be the way to go at this point and attempt. She said her concern is that this is taxpayer money, so we want to recoup as much as we can.

Commissioner Hernandez moved to approve.

Commissioner Rardin seconded the motion.

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

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

Police Chief Peete talked about HIDTA (High Intensity Drug Trafficking Area), the Alamogordo Police Department and their plans of what to do with HIDTA. He showed a power point presentation. (See Blue Book for Power Point Presentation).

Mayor Boss said he noticed that we are re-joining. He asked why did we get out of the program. Police Chief Peete said it depends on who you talk to, but what it boils down to were disagreements and who was going to run the organization, how the organization was going to run and what they were going to target. He said APD tried to start its narcotics unit by itself, but manpower wouldn't allow it. He believes that Otero County does have individuals that are assigned to doing narcotics investigations, but APD does not.

Commissioner Sikes asked if they approved the MOU this evening, when will it actually start. Police Chief Peete said they would get started immediately. He said they would get all of their Officers designated as

cost commission in HIDTA. He said any arrests or any other things that they worked on, they would begin the immediate sharing of information. He said as far as him dedicating one or two Officers to do nothing but specifically work narcotics that would happen the next three months, perhaps. Commissioner Sikes asked if he sees any drawbacks or holes because there are some law enforcement that aren't a part of it, and would that be a problem. Police Chief Peete answered he believes not. He said they would be cross-commissioned to work with Lincoln County, so they would have jurisdiction anywhere in Lincoln County, but in Otero County their jurisdiction would be limited. He said they do work with the Sheriff's Department, so he does not foresee any issues with those investigations now.

City Manager Paluch commented that she sees a lot of new faces in the audience, and she does not believe all of the new people knew about signing up for public comment for each individual item. She suggested that for the rest of the meeting, Mayor Boss may want to allow them to come up and do public comment.

Mayor Pro-Tem Baldwin said it was his understanding too, that was the reason that we are no longer apart of HIDTA. He said he has a little bit of concern because every time it seems we come to this there is always a who's in charge issue. He said he gets really tired of organizations and especially law enforcement agencies not doing what is right for the common good of the people and getting into an arguments of who's in charge and where the funds are going to come from and stuff like that. He understands it is necessary and they are only trying to protect their own. He said their own is Otero County and it is the citizens that we are here to take care of. He said he has a little cause only because of that. He really hopes that they do really work well with the other organizations and he hopes that the Sheriff-Elect does decide to go down this road. He said one of the last slides it says that there are no up-front costs. He said he saw a couple of heads turn when that was mentioned. He asked Police Chief Peete what are some potential, down the road costs. He answered there are no down the road costs, what HIDTA does is reimburse overtime expenditures for anything that is narcotic related. Mayor Pro-Tem Baldwin asked so no up-front costs is implying that there is no rear-end costs. Police Chief Peete answered basically yes, they would spend the money currently in their overtime budget to pay those Officers that are working HIDTA overtime, but they would get that money back within one to two months.

City Attorney Schreiber wanted to clarify the record. She said actually if we look in Section X of this contract it does read that "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, and then B says 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 be used before the law enforcement agencies funds are used." She said there is no guarantee here that we will receiving funds for overtime. She also thought it was worth pointing out to the Commission that we are not actually joining HIDTA with this MOU, we are joining the White Mountain Task Force. She said we will have to sign an agreement with Lea County before we actually join HIDTA. She said she has spoken with a gentleman named Mr. William Robert Sullivan, who is highly involved with HIDTA at the State level and he does confirm what Police Chief Peete said about the risk assessment. She said once that is filled out and Lea County approves, Lea County will send a sub-recipient our flow-through agreement to us. Once that agreement is signed by the City of Alamogordo and Lea County then we will be able to receive reimbursement that meet the HIDTA requirements. She said not everything will necessarily be reimbursed, but that is how that will work up to and until that flow-through agreement is received and approved by the Commission and then ultimately signed, we will be responsible for all costs. She wanted to clear that for the record.

Police Chief Peete said regarding Mayor Pro-Tem Baldwin's question regarding partnerships with the Sheriff-Elect as well as their peers, he is not the type of person who will want to stamp his name on anything or take credit for anything. He said his intent is to maintain the safety of the people that live in this city and the safety of his Officers. If there is any push back that would ever come from him regarding HIDTA, he could care less about the credit, he only cares about that Officers are safe and that the right amount of time to looking at issues within Otero or within Alamogordo are evenly distributed. He has also been in touch with Mr. Sullivan for the past two to three months, he as well as the executive committee of HIDTA. He said so when he says joining HIDTA once we start an MOU the White Mountain Task Force is essentially for all good points and purposes part of HIDTA. He said and with the other part as far as up-front costs with paying our officers to work the streets, when he says up-front costs, his definition of it is "it's not like there is a fee to join the club, or that we have to put in a certain amount of money to get a certain amount back or

matching funds or anything to that effect.” He said we still have our officers, we are paying their salaries and benefits, but we are allowing them exclusively to work narcotics investigations. He said other things such as gas or mileage, we already work with BIA and we already work with Ruidoso, Ruidoso Downs and Cloudcroft when they request help, we go up there and help them. In his opinion it would be the same thing that they are using their resources to help maintain the safety of our communities.

Commissioner Payne asked Judge Suggs if he could share some of his experience he has had with HIDTA.

Judge Suggs said he was the agent that got kicked out of HIDTA here in Alamogordo in 2003. He said believe it or not they all worked very well back then. In 2003, we had State Police, Otero County and Alamogordo Police Department and like Police Chief Peete said because of some internal turmoil and disagreement about who was the boss and who was the supervisor, they were voted out of the Task Force and that was the last time Otero County had a fully operating joint task force. He said first off, personally as an individual he supports HIDTA. He believes it is a good program, but there is a lot that comes with though. He said he could give the Commission the very specifics of the problems that they ran into, although he thinks if it is built right with Police Chief Peete and Sheriff-Elect Black he thinks it could be a great program. He said one of the first problems that you are going to run into are the policies, if you don't have that addressed from the front side. He said whose policies do you follow, do you follow Alamogordo PD's policies or do you follow Lincoln County's policy. He said he can give specifics, to back up a little bit, you have an incinerator at 25th and Puerto Rico that was bought by HIDTA probably in 2000ish when he was assigned to that building. When Alamogordo DPS left HIDTA, HIDTA bought the incinerator, but the City of Alamogordo owned the property, so there was a dispute on that. If you don't have a building established on who owns the building, who has the rights to the building, who has the rights to the property, you are going to get into a dispute later just like already happened in probably 2003 or 2004. He said it is right when you sign this MOU, you are signing into White Mountain Task Force. He mentioned that Sheriff-Elect Black is in the audience and he does not know his intentions. He said right now you will not get commissioned by HIDTA, you get commissioned by Lincoln County Sheriff, but that commission is good for Lincoln County, so he does not know what would we do with a Lincoln County commission here in Otero County. He said City Officers could run up the mountain and work up there all day, but then again what would it do for Otero County. He said if Sheriff-Elect's intention is to commission, then you would have a cross-commission when he signs on. He said if you look at the map or slide, HIDTA is divided into 7 Task Forces. He said the Region 6 Drug Task Force, the Program Manager in Artesia, he is fully funded by HIDTA, he has his HIDTA salary, HIDTA pays him directly. He thinks it is \$87,000 a year and he works for HIDTA, he manages it. He explained how the budget process works for HIDTA. He said you don't have any up-front costs to it, you provide the manpower, they pay for the overtime, you don't pay the salaries, they are still on board as employees, but they reimburse you on overtime and things like that, they provide cell phones, your overtime and equipment if needed, but it is not an open ended budget. He said you ask for what you get, you itemize it out and you stay within your budget and you can move the money around. He said probably the first time in fifteen years you have a Chief and a Sheriff in this room that are willing to back into HIDTA together and run things. He said he thinks they could take the right steps and build the program so that it will not fall apart, but if you don't know the problems that they ran into in the past, he does not know how they would avoid them. He said there was an evidence agreement with the task force over in Deming. No one was in control of the evidence vault, so you have multiple agencies putting evidence in and out of the vault, taking evidence in and out of the vault, who is responsible for that evidence, whose policy supersedes who. Everybody in that instance over there washed their hands of it and ended up getting the US Attorney involved in that situation and they ended up bringing in an extra Auditor. He said those are some of the problems. If your money is temporarily suspended and you don't meet the reporting requirements where does your reimbursement costs come from, those are on you. Those are a lot of the things to think about. He said the policies are a big one, if you don't have the policies up front or the understanding up front of who is running what, that was the argument he got into back in 2003. He was a supervisor in the Task Force but he worked for State Police and he had a supervisor in Las Cruces, so who is supposed to direct his day to day operation. He said that is one of the things you have got to think about. Commissioner Payne said that is huge. Judge Suggs said that is what ended the task force for us was just that. He said he doesn't know if Sheriff-Elect had anything to add but he will certainly answer any questions, he spent 15 years in HIDTA and ultimately ran it for the State Police across the entire State.

Commissioner Rardin asked if they could put the potential Sheriff-Elect on the spot and come up and talk a little bit. He then said personally based off what Judge Suggs just said, he feels HIDTA is a good thing, but he is wondering if they should take the rest of this year and maybe if Police Chief Peete, Sheriff-Elect Black and Judge Suggs are willing to help us sit down and structure this thing and then if potential Sheriff-Black is willing to get back into HIDTA, we can get this structured and set-up after the first of the year when he potentially takes office. He said it sounds like it is not going to do Otero County any good right now, it is only going to do Lincoln County good for the time being, he asked if that is correct. Police Chief Peete said even to that extent, those are just the possibilities of what they can do. He said in working with Sheriff-Elect Black the past several weeks and months, he believes that Mr. Black's heart is in the same place, in that he is not worried about credit, he is only worried about what the folks of this County have elected him to do. Police Chief Peete said he believes that they already have a very strong, existing working relationship. He said signing this MOU would allow us to get ahead of the game. He said they will not designate Officers off the street directly to work for this task force. He said they would just be cross commissioned to do that, if there was something that was a pressing issue up on the mountain that they may need our assistance, we would have the jurisdiction to go over there to help them with it, to investigate that and to include down here as well. He said so if we had an investigation that we did not have detective manpower to do, we could also ask them to come down and help as well.

Commissioner Payne asked how much money are you talking about. Police Chief Peete asked how much money in overtime. She said in this how much money would typically be designated to Otero County or our area. Police Chief Peete said to the region, we would look at the budget situation and then we would look at potentially how many cases we historically want. He said based on that there will be an estimate of how much money that the task force would allot to region 6 or a specific area. Commissioner Payne said what she is asking is what do you think this will save as far as, because you are talking about going into your overtime, how much money are you talking about, do you have any idea. She said surely you have kind of sat down and thought about, obviously we are doing this for financial reasons, so we can allocate more resources. Police Chief Peete said no ma'am, he is actually doing it to, for him personally, to join that task force to give them the best opportunity to get drugs out of the area. Commissioner Payne said we could do that now, but there is a reason why you are joining forces, right. Police Chief Peete said we could start a narcotics enforcement unit on our own, if push came to a shove, but he honestly believes that through cooperation with their sister agencies we would have a much better outcome rather than just being our own island on this side. He said one of the benefits, it is true, is to get reimbursed for overtime. He said the intelligence that we would get from HIDTA, the safety for Officers to help down on blue on blue shootings would be his prime indicators. He said each officer can be reimbursed up to \$16,000 of overtime. He said in some areas, you do have officers that do work HIDTA full time, that do work that much. He does not anticipate any one single officer in the department working \$16,000 worth of overtime, but there will be overtime costs. Commissioner Payne said the benefit would be for the District Attorney's Office as they would actually receive funding, is that right. Judge Suggs said they are considered what is called "Operation up the Ladder", they are funded separately. He said Police Chief Peete would submit his budget to the Sheriff in Lincoln County. They would put it together and send it over to Mr. Sullivan in Eddy County, but that would not cover a prosecutor. Individual task forces don't have prosecutors. The District Attorney has his own HIDTA grant that he can put in for and get a prosecutor grant, where he stands with that he does not know. Commissioner Payne said she thought you mentioned something in here about prosecutors.

Commissioner Sikes asked if our District Attorney can apply for HIDTA funds if we are not part of HIDTA. Police Chief Peete said no, they are separate. He said everything is driven by statistics, so if Otero County only has 60 HIDTA related arrests or investigations that does not justify him putting in for it. He could put in for a grant to see if he could get additional paralegals or an additional prosecutor, but he will never get it. The more arrests that we have, the more investigation that we work, the more they can apply for.

Commissioner Payne said really in a sense, it is dependent on us whether he gets it, because the more arrests you make, the more arrests the Sheriff's Department makes, the better his chances are of getting more funding. She said essentially that is what you are saying.

Judge Suggs said again he sat at that table many years where they took budgets from agencies and they gave budgets from agencies. He said the District Attorneys in New Mexico, as well as the United States Attorneys have the same ability as the law enforcement do. They can put in for these grants, they put in for

what they need and how many cases they are going to prosecute. He said Commissioner Payne is right in that right now they couldn't apply for them because the cases that they are prosecuting are not HIDTA cases. He said they have to be deemed HIDTA cases, they have to come from the HIDTA task force so right now he couldn't get any money for it. He said when you become a HIDTA task force you start shifting those cases over to the District Attorney's Office to prosecute then he could make the argument to get some money to find an Attorney, but then again it is all measured. He said when those cases drop, then the funding could drop and like-wise if the funding is not there or they want to stop funding prosecutors, then the District Attorney would be sitting there with an Attorney that he has to pick up the funding for internally out of his own budget.

City Attorney Schreiber said to piggy back on what Judge Suggs is saying, you remember that her office has recently taken on all the prosecution in the Magistrate Courts over from the District Attorney's Office because they eliminated the position because of this exact reason. She said he has lost at least one if not two attorneys due to this very issue.

Sheriff-Elect Black said obviously he can't do anything right now, but come January 1, 2019 they will be signing an MOU and getting back into HIDTA. He has discussed this with Chief Peete quite a bit, and he has even visited with Judge Suggs. He said Judge Suggs sent him a lot of paperwork via email to study up on. He is in the process of educating himself on everything right now, so that he totally understands it when they get into it. He thinks it is a great program and it is going to help everybody in Otero County and again they are going to partner on this. He said he does not care who takes the lead, he doesn't care who gets the credit. He said let's give credit to where it's due. He said we have some agents out there doing some good work, give them the credit. He said let's collaborate, let's work together and let's see if we can make a difference on the streets.

Judge Suggs said he thinks it is a great, worthy venture as long as the planning is there. He said the HIDTA Task Force has to be run by a Board and that was a problem in the lessons learned in the past. If any one particular agency runs that task force that agency dictates the actions of the day. Task Forces only work when you have multiple agencies participating, working well and playing well with each other. He said to give you an example, if you have five agencies working together in that task force then you should have a board consisting of five heads from those five agencies making those decisions. He said with that comes a task force and this is where the mistakes are often made, an agency will often step up to the plate and say they are willing to put a Commander in the Task Force and he will command the unit. He thinks that is a grave mistake because that agency that puts in that Commander now essentially runs that task force. He said this happened over in Deming in the Task Force over there, what they did is when they re-built that last strip before he left was HIDTA funded the Task Force Commander. He said when they re-built that HIDTA funded that task Force Commander, they saved \$87,000 aside for the salary and \$17,000 aside for his overtime. He said there is your salary for a Commander, now you hire external, you bring in a Commander and he reports to the Board, he doesn't report to individual agencies, he reports to the Board, so that not any one agency controls where we work today. They don't all go work in Lincoln County versus Otero County, they all don't work in the City versus the County, it is a task force and they work under that Commander. He said if makes one suggestion at all, the task forces in his experience works better with a HIDTA funded Commander and not an agency provided Commander.

Mayor Boss asked City Attorney Schreiber if they approve the Memorandum, the adjustments that they spoke of and all the considerations, are we knocking ourselves of doing that. She said a couple of things in this MOU, if she can turn your attention to the first page it does call for an establishment of the Board of Directors. In addition, on the second page in section 6 it does call for specific policies and procedures that are not contained in this MOU which are necessary to further the purpose of the agreement maybe developed and promulgated by an agreement between the parties. She said basically all the parties will have to get together and formulate policies and procedures, which she believes is one of the things Judge Suggs was talking about. She said all policies and procedures which may be developed, shall be approved by the Board of Directors. She said the last thing on page 4, it does talk about the task force direction and control, so there is one Commander that will have control of the investigative operations up in Lincoln County, and there is one Deputy Commander who will have control in Otero County. She said it does talk about the Commander being located within Lincoln and the Deputy Commander being located in Otero County. She said everyone has one vote, the District Attorney gets to have one vote, one for the

Commander and one for the Deputy Commander and they will coordinate operations openly and fairly share their resources. She said those are in here, we do not have anything more specific about evidence storage or any of that. She said that is what this MOU says, anything further will have to be hashed out between the parties of the agreement for this MOU.

Commissioner Hernandez said he is not going to ask for a five-year HIDTA plan. He said just to make it clear, he is very pro drug enforcement. He has two roommates and that is all they do day in and day out. He said they have taken over a million dollars of drugs off the streets the last few months. He is very pro drug enforcement, but he does have a lot of concerns. He said nobody mentioned Mr. Bobby Duncan. He said Mr. Duncan tried this with Ruidoso and it failed and it cost us a lot of money. He said he also has staffing issue concerns and whether this is the right place and right time. He asked who is going to be a part of this, his guess a select few, which brings back the problems the last time they had it. He thinks they need to get all those things straightened out. He said they also have a SWAT Team, oh wait we don't have a SWAT Team yet, but the Commission did approve funds. He said they also talked about a motor patrol which we are still not there yet. He said we have a lot of things going, when are we going to get one of them started. He thinks in order to do something right you have to put full attention to it. He said you have too many irons in the fire, you are going to lose one, and he thinks that is where we are at today. He said we don't have Sheriff Black until at least January, he would recommend that we sit down and put this on pencil and paper and figure it out and make sure that we can do this. Get a strict plan on how we are going to do this so that it doesn't fail a second time or actually a third time. At this time, he has a lot of concerns and he will not be able to support this, but he does think it is a good program and he thinks they can make it work if they have a plan. He really does not see that they have a plan today. He said our budget is tight, do we want to spend that money today.

Commissioner Sikes asked what money would we be spending today. Commissioner Hernandez said it's a reimbursement program so you have to put it up front. Commissioner Sikes said she appreciates the comments, but she always feels like we are wearing cement shoes. We talk about doing things, yet we never let people get empowered enough to do them. She said she would support this because it is a beginning, it's a start. She thinks it is time we allow our Police Chief to be empowered and do things that Police Chiefs do. She said we are not Police Chiefs, we are not law enforcement, some of us have more experience than others, but for the most part when we look at the past and some of our failures it's because we like to stick our fingers in to things that we do not know a lot about. She thinks that by recruiting a Police Chief from a metropolitan area, who has a lot of insight, who wants to do things. She thinks get the MOU going and if doesn't work out ultimately, we've not lost anything, all we've done is supported a department that wants to do something to make this community a better place. She said let's get something going.

Police Chief Peete told Commissioner Hernandez that he totally understands. He has been talking to several individuals in regards to our department's failure on making this program work in the past. He said whether it was personality driven or anything else, the only thing that he can say in coming in here, his assessment of the department is that there are several vital areas that need attention, each of them a high priority depending on what happens that day. He believes and actually he is very confident to handle all these different programs at once. He said to bring as much change as quickly as possible because what he sees with the Alamogordo Police Department is that it needs a cultural change and that it needs focus and it needs to do what Police agencies are supposed to do. He said right now this department is barely hanging on to just answering calls. He said he has to plan, in his opinion, with the department so when they are ready to implement we can go step by step by step. He said please hold him accountable to that, he has said that to every citizen he has ever worked with and spoken with here. He would anticipate that the Commission would hold him accountable to that.

Commissioner Hernandez said the problem is that he cannot hold him accountable. He said he has one employee that he can hold accountable and that is it. He does not think it is fair to hold her accountable when he has not had an in-depth discussion on where she sits with this, but again he is very uncomfortable and it is what it is. He said whatever the Commission decides tonight, he will support that as he always has because he never believes in the I aspect of this Commission. He said he fought that over and over again with Mayor Galea and so whatever this Commission votes on tonight he will support that and will back it up, but he is at where he is at.

Mayor Boss thanked Judge Suggs and Sheriff-Elect Black for their input.

Commissioner Payne said you just said something that was interesting about just barely hanging on with just answering calls. She asked Police Chief Peete if he could clarify that. Police Chief Peete said right now they are manning issues, when they have individuals on vacation or training, we are just being reactive Policing and the goal is to move to Proactive policing. Commissioner Payne said she is just trying to figure out or maybe she is asking this wrong, but you will have to take some of those Officers for this Task Force. She said she is just trying to figure out how we are going to do that because you are kind of indicating that you are short staffed. She said the last time he spoke he said they had plenty of Officers, we were talking about a resource officer for the schools and he made the comment that he could easily do that and then he just made this comment and maybe she is confused in two different things, but she is trying to figure out how this is going to work because she is with Commissioner Hernandez, she is not super comfortable with this. She said she will be honest with you, she sees a train wreck. She sees all these agencies working together without a plan, she would probably be more comfortable if she saw a plan but she is thinking and Judge Suggs said himself that whose policies do you go by. She would like for him to clarify because he did state when they allocated another resource Officer to the schools that you were fine and then you just said we are barely hanging on, so she is trying to figure out how all that is going to work and how he is going to fit Officers into this task force on top of it.

Police Chief Peete said back in that time we were anticipating an influx in Officers in which they met their quota, unfortunately they had a detective that left and they had individual that they hired that had backed out, but in the interim we have two folks that are in the Academy, we have hired three certified Officers and then we have two more in January that will be going to the Academy in Santa Fe. He said by time, in planning for this now, and knowing where my manning levels will be in the next few months, he can plan for proactive police operations. If he does not plan for proactive police operations, three months from now he will be three months behind the power curve in implementing those programs, policies and procedures. If manning dictates something else, an emergency happens then he can pull, it's flexibility, his five year plan will go into more in-depth with that, but it is a living breathing document. If there is a situation that dictates that he has to end the program then he will end the program, but the way he is looking at it is that he is staying positive and comfortable in the abilities of the officers in his department and staff in his department and well as himself that these are things that he can get done. He is just planning for them now to implement three months from now.

Mayor Boss said Police Chief Peete mentioned that just about everything that happens out there nowadays is probably going to be related in some way or another to drugs. He asked if he understood that correct. Police Chief Peete answered yes. Mayor Boss said we are going to be giving up resources, but we are also going to have the benefit of other resources from other departments, correct. Police Chief Peete answered yes. He said if he is giving a Detective, it's not that he is giving a Detective and they are not doing anything, they are out there going and arresting people, they are doing investigations, they are executing search warrants and they are taking people off the street. He said for any Police Department to be effective, for any community to be safe you need to levels of Policing, you need a reactionary police force and you need a proactive policing force and right now the Alamogordo police department is reactive and unless he implements programs that will get folks from answering phone calls all the time, unless he looks at his internal policies and procedures and restructures his staff in a way that he can move toward mon policing, towards intelligence led policing, then it will always feel like this, morale will always stay low and we will always have a recruiting and attention problem. He said he has worked specifically with HIDTA in Chicago. He has worked with HIDTA in the Federal Government. He has seen how organizations have fallen and he has seen how some of them have stayed strong, and his opinion it's all based on the cultural of the department and how well the individuals and agencies can talk to each other. He thinks with the opportunity to work with Sheriff-Elect Black, with our District Attorney, our Judges and to bring folks together to try and figure out the best ways to do more with less. He said he can do this.

Commissioner Wright said he is a strong supporter of HIDTA. He said his wife is in law enforcement and he gets to hear some of the drug problems in our schools and around. He asked if there would be any benefit to waiting till January and doing some pre-planning, maybe some more collaborative meetings with Otero and Lincoln Counties just to make sure that everybody is on board.

Police Chief Peete said ever since he has been appointed as Chief, he has been inundated with calls from the region, from the White Mountain task force and they have been collaborating from that point on. He said waiting, if they sign the MOU now, as he said before he is not allocating any resources that are going to be directly going to be on this HIDTA team, it is all going to be planning with our agencies and getting our policy and procedures in place. He said these are grass roots things, these are things to the extent as the Judge had mention as to who's going to take the evidence in a case, these are things that are law enforcement specific that the Commission would want to inundate itself with. He said they can bring that plan to the Commission. He said there are going to be several questions regarding chain of custody or those specific things that would take a more in depth discussion. He said at this point it is the Commission's decision, but we can work on those policies and at any time we can always pull out of the MOU.

Mayor Boss asked if he thought that he could handle this. He answered yes. Mayor Boss asked if he thought it was going to help with the drug problems in our community, in our region. He answered yes.

Commissioner Wright asked if there was anyone that never got their reimbursement. Judge Suggs said no sir, he cannot think of anyone that never got reimbursed, unless it was just inappropriate use of funds that didn't meet the requirement of the grant. Commissioner Wright said so the only reason the City would not be reimbursed is if we just drop the ball. Judge Suggs said just to be clear he supports HIDTA, he built a career on HIDTA, it is just lessons learned from him because he made the mistakes in his career and he was a part of the Task Force that fell apart.

Mayor Boss moved to approve.

Commissioner Sikes seconded the motion.

Motion carried with a vote of 4-3-0. Commissioner Payne, Rardin and Hernandez voted nay.

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)

Accountant Ashe explained the top five recommended projects. She said the first one is a new first defender RMX hazmat identification tester, which is \$71,200 for the Fire Department. The second one is for Police department and it is for vehicles and equipment. She noted that the spreadsheet states \$200,000 but it should be \$250,000. The third is for a Library restroom for \$135,000 for Community Services. The fourth one is the Library north patio for \$279,738 for Community Services. The last one is for Facilities for ADA compliance for \$300,000.

City Manager Paluch said she wanted to make a quick note to the Commission that if they want to approve this tonight please make the motion indicating that the Police Department's vehicles and equipment is \$250,000, not \$200,000.

Commissioner Hernandez asked how these items were selected. Accountant Ashe said they were selected during the Department-Manager meeting.

Commissioner Rardin said in the past, with the ICIP, what they used to do is staff would bring the Commission a list and then the Commission would pick the top five of what they felt as a Commission that needed to be addressed or ask our legislators for x amount of dollars or whatever it may be. He said he agrees with Commissioner Hernandez cop cars were always on the list, but some of these other ones kind of seem like pet projects a little bit. He said typically under \$500,000 was what they shot for, and anything \$500,000 and below because that's about the max of what Capital Outlay money is. Commissioner Hernandez said it's now \$250,000.

City Manager Paluch said the State does require that they hold a public meeting, where the public can come and discuss the different projects and hear the projects that are sponsored from the individual directors. She said this is the time for the Commission to discuss the projects that they like. She said these were the top five that were recommended from staff and the Commission can certainly discuss those top five items here this evening.

Commissioner Rardin said it used to be that staff brought them a list of about a hundred of things and then the Commission would kind of go through it and pick and choose off of that list.

City Manager Paluch said that list is located listed just after the agenda report. She pointed out that if the Commission so wishes to discuss these projects she wants to make note that any of the projects in the fourth column that say federal grant have to be reported to the State, but they are part of a Federal grant so those projects are already funded. If the Commission would like to discuss any of the other ones you can certainly discuss those.

Commissioner Rardin asked in the fund source, anything that says federal government. City Manager Paluch answered yes sir. Accountant Ashe said they have to be listed on the ICIP for them to get any kind of source to grant.

Commissioner Sikes said a couple of projects on the list she was happy to see because they have been on the ICIP list for years and they have kind of just moved up the list. She said the renovations at the Library restrooms are absolutely necessary. She said the Library is one of our jewels in the community and she would really like to keep this on there. She said the ADA compliance, we have only been out of compliance for 25 years. She thinks that getting the money for ADA compliance would be a feather in their cap. She said she had a long drawn out conversation with Senator Burt and it was nothing but good news. She said apparently because of the oil boom in New Mexico, the money available for projects such as this has greatly increased. Not only might they actually get some money to do these projects, but they are talking about giving back money that they clawed back in previous years. She said yes they can look at the other projects on here, but these are things that she believes that need to be funded.

Commissioner Hernandez said the only reason he asked the question on how these came up was that he wanted to make sure that they looked at projects because there are a lot out there. He wanted to make sure that they are picking the projects that they knew they can get done and really need to be done. He said he does not disagree with any of these. He said the first two are pretty much mandatory that we have to get that stuff here. He said it would be nice to get the other ones, but if they don't it doesn't hurt bad. He said that was his main thing that they had a process of how they picked them.

Mayor Boss said he personally doesn't think that he could pick from the list. He said he thinks staff can do much better than he can.

Commissioner Rardin said there is one here for Ocotillo water storage for \$56, 800. He said that is really a little project that more than likely would get funded. He said little ones like that, where they could potentially get ICIP money to fund that stuff. He said water is very important. He said he noticed that there was one for a fire truck for \$81,000. He said it's not that he doesn't think that the Library is not important, but he feels that those are a little more of a pressing need for the community. He said that is where this is tough because the Library is pressing, but he thinks Fire trucks and water are more pressing and that is why he chimed in on that.

Assistant City Manager Cesar said to piggy back off what City Manager Paluch said, part of the reason you see water and waste water projects on there along with the Airport projects, for them to be able to go to the Water Trust Board (NMFA) they have to list those projects on the ICIP. He said currently they are in the final stages of the Desalinization Plant. He said they have a portion of State money that is going toward the plant, they would not be awarded if they put the Ocotillo tank on there, the rehab. He said the State Legislature would not consider that, if they put another drainage project on at this time, the first days of the Griggs reservoir just started so they wouldn't be awarded monies for that. He said the other thing that they look at, you will obviously see Police and Fire on there and Community Services. Police and Fire are a little bit different, but Community Services doesn't have the same ability to go to, like the Water Trust Board and have these projects funded. He said when we look at ICIP, from the Public Works standpoint, since we have these other avenues for funding projects, we try and let these other areas that don't have the same ability, to put in the applications to have their projects funded.

Mayor Boss said that is why the Library restrooms have not been funded for many years. Commissioner Sikes said since the beginning.

Mayor Pro-Tem Baldwin made a motion to act upon Resolution 2018-41 as is the top five, adding that the public safety vehicles is \$250,000 and not \$200,000.

Mayor Pro-Tem Baldwin moved to approve.

Commissioner Hernandez seconded the motion.

Roll call vote was taken.

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

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

Public Works Director Garner said we have recently finished the green storage tank rehab and a result of that we are able to take advantage of our well fields. He said people aren't using water so much to water their lawns because Mother Nature has been doing it and the fact that temperatures have started to recede just a little bit, we have been able to catch back up. He said we have mentioned before that we would try to keep us in stage 1 as brief as possible, staff now recommends that we can go ahead and come out of that stage 1 restriction.

Mayor Boss said we've got our storage tanks back up to a much safer level. Public Works Director Garner said a much safer level, yes.

Mayor Pro-Tem Baldwin moved to approve.

Commissioner Hernandez seconded the motion.

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

10. Consider, and act upon, first publication of Ordinance 1577, an ordinance amending section 2140-40 of the Alamogordo Code of Ordinances regarding economic development. (Petria Schreiber, City Attorney) (Roll Call Vote Required)

City Attorney Schreiber said this is an amendment to our current LEDA Ordinance that does remove the retail from the Ordinance. She said she put this change there at the advice of the State. She did have members of her staff research the change and then they moved forward on it. This is actually a question for the voters. She did apologize that she did not trust the advice of the State that was completely on her. She said thankfully they have not done any retail projects, we have been in the hopper, so this change is in mind with what this Commission has been approving as far as projects and what we have coming down the pipe. She said if the Commission does want to fund retail projects, we can bring that to the voters and this goes on the ballot, but we do need to make this change in order to keep our Ordinance in compliance.

Commissioner Hernandez moved to approve.

Commissioner Sikes seconded the motion.

Roll call vote was taken.

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

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

City Attorney Schreiber said these represent all of the liens that are outstanding through this month and through the end of the year that we can commence foreclosure proceedings on. She thanked Commissioner Hernandez who helped her out with a citizen today, who saw their name on the list. She said they called and they were able to talk to her about the lien, they set up a payment plan so we are having a lot of success with this and she does thank Commissioner Hernandez with that help. She said she would like to have permission to move forward on these. The first thing that they will do is they will start writing letters giving the property owners 30 days to contact her office and make arrangements to setup a payment plan. She said once they do that, we will not foreclose as long as they stay current on

their payment plan, however, if we do not hear from them, that address we do start to move forward on those foreclosures.

Commissioner Rardin said on the list, she has the Secretary of HUD. He asked if we are having problems collecting from HUD. City Attorney Schreiber said she believes that has gone through several ownership changes, so technically that is who the lien is filed against. She said that is kind of a special project that they will be keeping a close eye on, in trying to collect.

Commissioner Hernandez moved to approve.

Commissioner Rardin seconded the motion.

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

Commissioner Hernandez commented that something that came up with this is the gentleman that he spoke to, claimed that he did not receive anything. He wanted to make sure that we make every effort to get the notice to the people.

City Attorney Schreiber said her office is required to send the notice to the address of record with the Otero County Assessor's Office. She said if you don't live in the property you own, please update your address. She said that is a lot of the issues they deal with.

Commissioner Hernandez said that was the issue today is that this gentleman owns two pieces of property and lives in one and the mail was going to the other one and he never got it. He said they were able to help him and take care of it.

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

City Manager Paluch said after speaking with a couple of Commissioners, they had requested that this item come before the Commission to discuss whether or not they would like to move forward with the meeting on September 6, 2018 that is currently scheduled for 6:00 p.m. with the Otero County Commissioners or if you would like to postpone that until after the election sometime in February or March of 2019. She said several of the items that our Commissioners wanted to discuss would better be discussed once Sheriff-Elect Black is in Office.

Commissioner Rardin said he asked for this meeting when he first got back into office back in March. He said he spoke with City Manager Paluch and a couple of people and he thought it would be best to postpone it until February or March, due to the fact that two of the County Commissioners won't be there.

Commissioner Rardin motioned to postpone this meeting till sometime first quarter of 2019.

Commissioner Rardin moved to approve.

Commissioner Wright seconded the motion.

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

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

Mayor Boss said he will attend the 9-11 event.

Commissioner Hernandez said he does not have a problem cancelling but he rather wait and see if they have agenda items that need to be placed on, something they need to vote on between now and then, he does not have a problem coming in earlier if that would be easier if they have to take care of business. Otherwise if they don't have any business to take care of then they can move forward with cancelling, but if there is business he would hate for it to have it wait. He thought the event started

around 7:30, so if they could do a 4:00 p.m. or 5:00 p.m. meeting, it depends on the agenda.

Mayor Boss said they can always call an Emergency meeting or a Special meeting. Commissioner Hernandez said if they could do it on Monday or Wednesday, if it is heavy items. He said it is going to be up to staff of what they have come up.

City Manager Paluch said there is a parade at 5:30 p.m. before the ceremony. Mayor Boss said we need to cancel it or move it to another date, we cannot have it on that date. City Manager Paluch said there is one item on the agenda for the next meeting, it could be postponed, it isn't a statutory requirement. She said it is the item of discussing the \$250,000 that we were a victim of fraud and where that funding would come from to insure proper payment. She said that item is on the agenda for September 11th, but again it is not a statutory requirement that we speak about it on the 11th. We could push it to September 28, 2018 which is the following meeting, but that is up to the Commission if you would like to discuss it.

Commissioner Hernandez asked what if we hold September 12, 2018 as a meeting date and if something comes up we have a meeting, if not we move forward the 28th. He said he does not want to put staff in a bind if we have an item come up that needs to be addressed because that happens. Mayor Boss said the 11th, he does not think that they need to try and fit it in earlier or anything.

City Manager Paluch said staff will contact the Commission the week before per our posting requirements and let you know if there is a meeting on the 12th or not. She asked Commissioner Hernandez if he said the 12th. He said it is dependent upon the Commission, the 10th or the 12th.

Mayor Pro-Tem Baldwin motioned to move have the meeting on Monday September 10, 2018, if needed. City Manager Paluch asked if Mayor Pro-Tem Baldwin could make his motion for staff to call a Special Meeting for September 10, 2018, in the case that we need it. Mayor Pro-Tem Baldwin made a motion that if the Commission needs it, that staff calls a Special Meeting on Monday September 10, 2018.

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

Commissioner Payne asked if this includes cancelling Tuesday September 11, 2018 Commission meeting. Mayor Boss answered yes.

City Attorney Schreiber advised the Commission that they would actually need a motion to cancel the September 11, 2018 meeting.

Commissioner Hernandez motioned to approve cancelling the September 11th Regular Commission meeting.

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

**14. Presentation on the Alamogordo Parks Division "5 Year Plan." (Erik Marion, Parks Manager)
*Erik Marion presented***

Parks Manager Marion presented a 5-year plan for Parks Maintenance. He said the purpose of the plan is to fully staff and resource the City of Alamogordo Parks Maintenance Division. He said the reason that is a need is to fill some resource gaps created in previous budget years, which essentially equated to a 25 percent cut over time within the last decade. He discussed staffing and wages, recurring annual operational needs, vehicle and equipment needs, park improvements and ADA

compliance. He also mentioned that the City currently has about ten years' worth of coffin grave space left in Monte Vista Cemetery, so at some point in the next five years they will have to look at identifying another location for coffin grave space. He showed a power point presentation. (See blue book for power point).

Commissioner Rardin asked if their newest truck, besides their escape, that they are wanting to replace is a 1999. Parks Manager Marion answered that is correct. Commissioner Rardin said usually in the past Public Works will use a truck and then hand it down to the other departments that don't use them as much. He asked how come Parks has been neglected. Parks Manager Marion said he does not know the answer to that. Commissioner Rardin said these guys are driving 1995, 1996, and 1997 model pickups. He said this was why he asked the question on the ICIP earlier. This kind of a dire need to get these guys some reliable equipment and trucks. He said he also noticed a backhoe from 1988. He said that is why he asked the question earlier, the Library is important but does Parks Manager need some dire need of equipment and trucks. He said it might be something next year that we put on the ICIP.

City Manager Paluch thanked Parks Manager Marion for the amount of time that he put into this. She said she thinks the entire Commission knows that the Parks department from years past has been cut significantly and she just appreciates what the Parks department has done with the amount of resources that they currently have.

Parks Manager Marion said he would like to feed reference to a living breathing document and he would like for the Commission to recognize that this to some degree is what that is as well. He said so changing priorities, changing some issues from year to year is something that we need to keep the ability to do, moving forward on this on this plan and not put us into a case where we have to in year one, that we can't make some changes. He said he would like to have that latitude, anyway.

Commissioner Hernandez said a lot of these five-year plans kind of got banged on him, so he is sorry, but he is not sorry. He said this is actually a nice document that actually puts perspective into what they are doing. He said he'll drive by parks sometimes and he'll see the grass where it is starting to get, he does not know what you call it. Parks Manager Marion said you will see that anything hasn't been done and starting to grow off the curb. Commissioner Hernandez said yeah, and then he'll go do whatever he has to do and he'll come back and it's done. He said they keep up on it very well with what they have, but he knows that it is going and going. He said he understands the part of the wages because he deals with that, the hours, the wages, the job and what you do, so you got to make some kind of enticement, so he understands that. He said as a whole he sees some of our job listings and he knows that they are based on statistics but for instance, and he understands it, right now we currently have a mechanic's position and it starts at \$18.00 an hour, and we have certified Police Officers starting at \$17.50. He said you see that and you wonder. He knows that staff goes through all those things, but we really need to take a look at that and make sure that those wages are at where they need to be so that we can have the current quality staff and so that you are not having turnovers because turnovers are also expensive. He said he appreciates this and all the work that they put into these, not just yourself but all the other departments because this is actually something that put something in front of us as far as what we are seeing every year and the need for the growth every year.

Mayor Boss asked if we checked any other cities. He asked if \$8.71 was the starting pay. Parks Manager Marion answered it was \$8.61. Mayor Boss said it seems so low, have we compared, looked at other cities of similar size. He asked City Manager Paluch if she had an answer to that question. She said she does have an answer for the entire salary issue that we are facing here in the City of Alamogordo. She said her and HR Director Josselyn are working on a salary survey that the Commission approved in the FY19 budget. She said HR Director Josselyn is working right now with the Finance department and HR, but this year they have budgeted a full salary survey across the board for the exact same things that Commissioner Hernandez is speaking about as well as Parks Manager Marion is speaking about. She said they are hopeful that they can complete that salary survey and

they probably can't implement it right away but take some areas and start implementing that so that they are in line across the board with other communities of our same size and economic standing. She said that is one of their goals for FY19.

Mayor Boss said that did not answer his question. He said in this particular area it seems like \$8.61, do we have any idea of what Las Cruces pays for a similar position or any other community. He said he knows they are going to do an in-depth survey of it all, but it just seems so low.

City Manager Paluch said she understands and there are several departments where this is happening, not just in Parks and that is why they are trying to focus on just one department versus another department. She said they want to focus on the entire City as a whole and that is why they are going to do the salary survey for the entire City.

Commissioner Sikes said they have been talking about the beautification of Alamogordo for the very recent past. She thinks they have beautiful parks, but that is just the most obvious thing they could be doing to make Alamogordo look better. She asked why they aren't concentrating more on helping Parks Manager Marion get the personnel necessary and the equipment necessary to make Alamogordo look better. She said it is an obvious place for them to make the City look better. She said they should be dedicating more effort to Parks Manager Marion's effort.

Parks Manager Marion said when he moved to Alamogordo the first things he saw driving into town were the medians coming in. He said the landscape efforts that had been done on the medians, obviously decorative landscaping and then the parks. He said maybe because he is a parks guy, that is what he looked at, but those were the first impression items that he saw coming into town.

Mayor Pro-Tem Baldwin said for six-years he has been saying Parks and Promotion. He said the promotion side of it is something they could do that is a little more proactive to get GRT (Gross Receipts Tax) here in the Parks. He said with everything they have been trying to do lately in reference to the bed down of the F-16s, there are a lot of people in this community working extremely hard to get that to happen. One of the most immediate effects we can have is the way our town looks. He said we have headed the right direction with the mitigation of blight, the efforts into taking structures down. He said he would argue that they have made more progress in taking some structures down in town than what has been made in decades here. He said it is roughly \$500,000 a year with this five-year plan, it's not easy but it is pretty doable for the Parks Department. He said the \$20 million tag at the end was a little shocking. He said he knows that this is the wish list, but Parks Manager Marion didn't really spare any expense in the presentation on that part and that is kind of what they are looking for. He agreed with Commissioner Sikes that one of the most immediate things they can do in a year or two is they can have the parks in spectacular looking condition. He said we all live in the southwest and we all love the brown landscape, but he does love his green space. To have that beautiful area to go and take your family is really important, and having these people come from out of town and come to New Mexico, for people that are not from here, it is an absolute, punch in the face shock of how there is no green around. Getting our parks to where there's some nice places to go is very helpful and very comforting for them, coming from out of town. He said one thing that was kind of shocking was that there was only ten more years of room left at our cemetery and that is something he would have never known unless they got this presentation from Parks Manager Marion and that is something that the Commission will need to focus on pretty quickly.

Commissioner Hernandez said it is actually less than that if you look at family area plots, it is less than ten years.

Commissioner Rardin asked if they could utilize the old landfill in the future for cemetery area. City Attorney Schreiber said she would have to do some research. He said it is a piece of land that we already own that we really can't use for a whole lot of anything and it could be cleaned up to the point where they could grow grass and make it look nice.

Assistant City Manager Cesar said back in the early 2000s, the City looked at using the old Alamogordo landfill and creating a recreation area. He said they have a study back in engineering and there are some issues with taking an old landfill and converting over to green space. He said when you add water to an old landfill you have methane gas, that does have to be addressed, but that has been looked at in the past. Commissioner Rardin asked if they did it in Albuquerque for a balloon park. Assistant City Manager Cesar answered yes, there were costs associated with converting that. Commissioner Rardin asked for a cemetery is that legal. Assistant City Manager Cesar said he did not know if that is legal or not, but he thinks the idea to the general public would be one that would be. Commissioner Rardin said he agrees, but that is one of those things where they have to find an area that they could use. He said they already own that and there is really not a usable use for that. There is just not a lot they can do with it.

Commissioner Payne said she wanted to point out that she too thought that \$20 million was wow and combining that with we've already seen the Fire Department's five-year plan which she thought was about the same, wasn't it. Fire Chief LeClair said it was \$10 million. Commissioner Payne said when you start thinking about that it adds up and they'll see some more five-year plans in the future. She wanted to point that out to the public that it is part of the reason that they are pushing with investing money in the re-branding of Alamogordo and investing money in advertising and doing those kinds of things. She said they are going to need the income if they are going to implement some of these things. She wanted to highlight that it is not just the Parks, it's the Fire Department and then it's going to be the Police Department and we are doing a salary survey and all of these other things and the only way they are going to implement these things is if they bring up that GRT is why they have been investing so much money into highlighting our city into economic development and so she thinks that is worth bringing up so that the public understands that, because we are seeing these kinds of things. She said we mention reactive versus proactive, we are trying to be proactive. She told Commissioner Hernandez that it was a really good idea that he brought this up and she has really enjoyed listening to these presentations because you can't wrap your head around it until you actually see it and now at least we know what we are facing. She said it is not just for them but it is for future Commissions too, so that they understand what we are facing as a community.

Jeff Swanson commented on the following:

He said he was sitting in the audience on his cell phone flipping through the Capital Outlay projects for this fiscal year, and we asked for \$240,000 to improve six different parks. He said then he flipped to the previous County and they asked for \$300,000 to improve one park. He said he thinks we have some wiggle room to maybe ask for some more funds.

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

Mayor Boss read the openings and did not appoint anyone to the Mayor's Committee on Aging. He said he reviewed the application and noted that the individual that has been on the Board resides outside the city limits and we already have two people from the County, therefore we cannot appoint anyone to that position. He did appoint Nina Walker-Saenz to the Senior Volunteer Programs Advisory Council.

EXECUTIVE SESSION

16. Adjourn into Executive Session in compliance with 10151(h), NMSA 1978 (as amended) to discuss real property located at 200 S. Florida and 209 E. Tenth Street. (Roll Call Vote Required)

Commissioner Rardin moved to adjourn at 9:04 p.m.

Commissioner Wright seconded the motion.

Roll Call vote 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 September 25, 2018.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/17/2018

Report No: 3.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Session held on August 28, 2018. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the following statements authorizing them to be included in the minutes of September 25, 2018: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on August 28, 2018, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: Real Property located at 200 S. Florida and 209 E. Tenth Street.

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/17/2018

Report No: 4.

Submitted By: Mark Threadgill

Subject: Consider, and act upon, a request by Cesar or Cecilia Perea, related to a leak adjustment request for 1105 Mesquite St. *(Mark Threadgill, Customer Service Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends approval of the leak abatement.

Background: The customer suffered a leak on their side of the meter. The leak was repaired and the customer requested a leak abatement under City Policy. The request meets all of the requirements of the Leak Abatement Policy, however, the calculated amount of \$3,368.33 exceeds the maximum amount of \$2,500 that can be approved by staff.

City Commission, on July 10, 2018, approved the customer for a one year payment plan for the then outstanding amount of \$5,326.43 and urged the customer to repair the leak.

**CITY OF ALAMOGORDO
UTILITY BILLING DEPARTMENT
MULTI-UNIT RESIDENTIAL LEAK ADJUSTMENT WORKSHEET**

DATE: August 16, 2018

Customer ID Location ID Cycle/Route
113701 11232 4/40

Meter Size
75

of Units
16

Customer Name:

PEREA, CESAR OR CECILIA

Billing Date:

6/13/18

Service Address:

1105 MESQUITE ST

Billing Period:

4/30/18-5/30/18

Average Consumption: 13,025

Average Bill: \$412.26

Actual Billed Consumption: 98218

Actual Bill Amount: \$4,015.73

Difference of Average and Actual must exceed \$125.00

\$3,603.47

Meets Qualifications? Y

Difference Billed - Average 85,193

Difference Bill @ Tier 1 1.45

Total Difference \$1,235.30

Average Bill: \$412.26

Billed Over Average \$1,235.30

Total \$1,647.56

Total Billed: \$4,015.73

Minus Total Difference -\$1,647.56

Water \$2,368.17

Sewer \$881.75

Tax on Adjusted \$118.41

Total Adjusted \$3,368.33

Customer is requesting relief on his/her water bill for the month of

JUNE 2018

If you have any questions, please call Nichole Sierra @ ext 4261

Prepared by: Nichole Sierra

UB Approval: _____

THIS LEAK ABATEMENT REQUIRES CITY COMMISSION APPROVAL

Finance Approval: _____

Charge Summary

Customer ID	Location ID	Code	Description	Amount
		CC	CONVENIENCE CTR FEE	2.30
		SW	SEWER	1035.71
		WA	WATER	4015.73
			TAXES	252.69
			Total Actual Charges	5306.43

es

PAY

es : 5306.43

amt: 5306.43

Est Cmt

ter Number Cd Cd

956930 CN

5=Display
Svc
Opt Type Ty
- WA RE

Opt Svc
- GT
- PLAN CC
- SW
- PLAN SW
- WA
- PLAN WA

Bottom

Rate Group S/W

AL/I/T1

AL/I/T1

AL/I/T1

AL/I/T1

AL/I/T1

AL/I/T1

+

F3=Exit F6=Date F9=Summary F10=Budget charges F11=Consumption F12=Cancel

16 units

 $1500 \times 16 = 24000$
 tur 1

 $13.90 \times 16 = 222.40$
 WA Base Rate

 $13025 \times 1.45 = 188.86$
 222.40
 1.00

412.26

19,034.00+

10,637.00+

9,525.00+

8,834.00+

14,368.00+

15,752.00+

006

78,150.00*+

78,150.00÷

6. =

13,025.00*+

0.*

UT470I07

CITY OF ALAMOGORDO, NEW MEXICO

8/15/18

Account History - Consumption and Actual Charges

16:23:23

Customer ID: 113701 Name: PEREA, CESAR OR CECILIA

Location ID: 11232 Addr: 1105 MESQUITE ST

Cycle/route . . : 04 40 Bill type . . : CYCLE BILL - AUTO PAY

Bill date . . : 6/13/18 Prev balance: .00 Charges : 5306.43

Due date . . : 6/28/18 Adj/Pmts . . : .00 Bill amt: 5306.43

Type options, press Enter.

5=Display

Opt	Svc	Reading	Actual	Demand	Est Cmt			
Opt	Type	Type	Date	Consumption	Consumption Days	Meter Number	Cd	Cd
-	WA	REG	5/30/18	98218.00	.00	30	11956930	CN

Opt	Svc	Comp	Description	Billed Consumption	Amount	Rate Group	S/W
-	GT		GOV GROSS RECPTS TAX	.00	252.69	AL/I/T1	
-	PLAN	CC	CONVENIENCE CTR FEE	.00	2.30	AL/I/T1	
-		SW	BASE BASE RATE	.00	19.15	AL/I/T1	
-	PLAN	SW	CONS CONSUMPTION CHARGES	88396.20	1016.56	AL/I/T1	
-		WA	BASE BASE RATE	.00	222.40	AL/I/T1	
-	PLAN	WA	CON1 TIER 1	24000.00	348.00	AL/I/T1	+

F3=Exit F6=Date F9=Summary F10=Budget charges F11=Consumption F12=Cancel

UT470I07

CITY OF ALAMOGORDO, NEW MEXICO

8/15/18

Account History - Consumption and Actual Charges

16:23:23

Customer ID: 113701 Name: PEREA, CESAR OR CECILIA

Location ID: 11232 Addr: 1105 MESQUITE ST

Cycle/route . : 04 40 Bill type . : CYCLE BILL - AUTO PAY

Bill date . . : 6/13/18 Prev balance: .00 Charges : 5306.43

Due date . . : 6/28/18 Adj/Pmts . : .00 Bill amt: 5306.43

Type options, press Enter.

5=Display

Opt	Svc	Reading	Actual	Demand	Est	Cmt			
Opt	Type	Type	Date	Consumption	Consumption	Days	Meter Number	Cd	Cd
_	WA	REG	5/30/18	98218.00	.00	30	11956930		CN

Opt	Svc	Comp	Description	Billed	Consumption	Amount	Rate	Group	S/W
_	PLAN	WA	CON2 TIER 2		24000.00	564.00	AL/I/T1		
_	PLAN	WA	CON3 TIER 3		16000.00	584.00	AL/I/T1		
_	PLAN	WA	CON4 TIER 4		16000.00	848.00	AL/I/T1		
_	PLAN	WA	CON5 TIER 5		18218.00	1448.33	AL/I/T1		
_		WA	CAP CAPITAL SURCHARGE 81		.00	1.00	AL/I/T1		

F3=Exit F6=Date F9=Summary F10=Budget charges F11=Consumption F12=Cancel



Alamogordo, NM

Reading

- ☐ All Cycle
- ☐ Cycle01
 - ☐ Cycle02
 - ☐ Cycle03
 - ☒ Cycle04
 - ☐ Cycle05
 - ☐ Cycle06
 - ☐ Cycle07
 - ☐ Cycle08
 - ☐ Cycle09
 - ☐ Cycle10
 - ☐ Cycle11
 - ☐ Cycle12
 - ☐ Cycle13

Reading Report Reading Detail Profile Graph Graph Options

Account#: 113701011232WA00CF
Name: PEREA, CESAR OR CECI
Meter ID: 17584011
MIU SN: 2029651
Address: 1105 MESQUITE ST

Utility: Alamogordo, NM
Cycle: 04
Route: 40
Sequence: 002400
City, State: Alamogordo, NM
Period: 7/1/2018 - 8/14/2018

Peak consumption of 603 cubic feet occurred during the day of 07/24/18

Current Read: 13430 **Read Time:** 8/13/2018 12:00:00 AM
Graph Date: 8/13/2018 5:12:42 PM

Align To Billing

Begin Date

7/1/2018 00:00

End Date

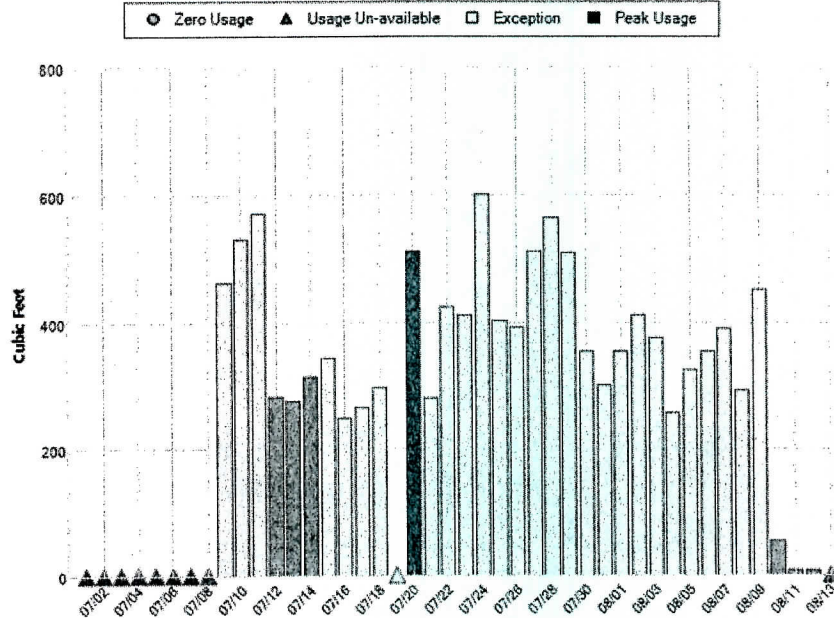
8/14/2018 01:00

Agg. Level Daily

Refresh Graph



Now Displaying: 7/1/2018 12:00 AM - 8/14/2018 1:00 AM



✓ sm



Welcome Nichole

NSierra | [Sign Out](#)

Home Reports Management My Profile Support

MIU Reporting History		MIU Trace Hop	
Utility:	Alamogordo, NM	MIU SN:	2029651
Start:	8/31/2017	End:	8/13/2018
Run Report			

Equip type: MIU Meter#: 17584011 Latitude: 32.859906 Longitude: -105.985531	Cycle: 04 Route: 40 Sequence#: 002400 Address: 1105 MESQUITE ST Account#: 113701011232WA00CF Name: PEREA, CESAR OR CECI	Rollover: 6 Constant: 1 Pulse: 1 Truncation: 0	Trace Hops: 6 Strong Neighbors: 2 Moderate Neighbors: 3 Weak Neighbors: 12 Congestion: 0
--	--	---	---

Total Records: 395
 Records Displayed:
[Save As: CSV](#) | [XLS](#)

MIU SN	GW	Read Date	Latency	Read	Consumption	TC Date	TC Latency	Trouble Codes	TC Ext. Data
2029651	50136	08/13/18 01:00 AM	01:40:08	13430	7				0
2029651	50136	08/12/18 01:00 AM	00:20:52	13423	8				0
2029651	50136	08/11/18 01:00 AM	03:40:04	13415	54				0
2029651	50136	08/10/18 01:00 AM	02:00:44	13361	300				0
2029651	50136	08/09/18 03:00 PM	02:00:44	13061	144				0
2029651	50136	08/09/18 01:00 AM	05:00:16	12917	298	08/09/18 01:00 AM	05:00:16	LE10	128
2029651	50136	08/08/18 01:00 AM	04:20:08	12619	390	08/08/18 01:00 AM	04:20:08	LE10	128
2029651	50136	08/07/18 01:00 AM	02:20:12	12229	358	08/07/18 01:00 AM	02:20:12	LE10	128
2029651	50136	08/06/18 01:00 AM	00:00:08	11871	324	08/06/18 01:00 AM	00:00:08	LE10	128
2029651	50136	08/05/18 01:00 AM	01:00:36	11547	256	08/05/18 01:00 AM	01:00:36	LE10	128
2029651	50136	08/04/18 01:00 AM	00:22:16	11291	378	08/04/18 01:00 AM	00:22:16	LE10	128
2029651	50136	08/03/18 01:00 AM	03:00:40	10913	405	08/03/18 01:00 AM	03:00:40	LE10	128
2029651	50136	08/02/18 01:00 AM	09:00:04	10508	359	08/02/18 01:00 AM	09:00:04	LE10	128
2029651	50136	08/01/18 01:00 AM	02:20:40	10149	304	08/01/18 01:00 AM	02:20:40	LE10	128
2029651	50136	07/31/18 01:00 AM	25:42:12	9845	339	07/31/18 01:00 AM	25:42:12	LE10	128
2029651	50136	07/30/18 01:00 AM	02:01:12	9506	519	07/30/18 01:00 AM	02:01:12	LE10	128
2029651	50136	07/29/18 01:00 AM	07:40:20	8987	540	07/29/18 01:00 AM	07:40:20	LE10	128
2029651	50136	07/28/18 01:00 AM	00:42:16	8447	551	07/28/18 01:00 AM	00:42:16	LE10	128
2029651	50136	07/27/18 01:00 AM	03:56:40	7896	379	07/27/18 01:00 AM	03:56:40	LE10	128
2029651	50136	07/26/18 01:00 AM	01:41:20	7517	420	07/26/18 01:00 AM	01:41:20	LE10	128
2029651	50136	07/25/18 01:00 AM	04:55:44	7097	608	07/25/18 01:00 AM	04:55:44	LE10	128
2029651	50136	07/24/18 01:00 AM	06:00:52	6489	404	07/24/18 01:00 AM	06:00:52	LE10	128
2029651	50136	07/23/18 01:00 AM	01:00:16	6085	434	07/23/18 01:00 AM	01:00:16	LE10	128
2029651	50136	07/22/18 01:00 AM	07:20:36	5651	274	07/22/18 01:00 AM	07:20:36	LE10	128
2029651	50136	07/21/18 01:00 AM	01:40:04	5377	520	07/21/18 01:00 AM	01:40:04	LE10	128
2029651	50136	07/19/18 01:00 AM	01:00:16	4857	295	07/19/18 01:00 AM	01:00:16	LE10	128
2029651	50136	07/18/18 01:00 AM	01:40:24	4562	136	07/18/18 01:00 AM	01:40:24	LE10	128
2029651	50136	07/17/18 12:00 PM	01:40:24	4426	130	07/17/18 12:00 PM	39:40:40	LE10	128
2029651	50136	07/17/18 01:00 AM	02:21:24	4296	246	07/17/18 01:00 AM	02:21:24	LE10	128
2029651	50136	07/16/18 04:00 AM	02:21:24	4050	7	07/16/18 04:00 AM	03:00:20	LE10	128
2029651	50136	07/16/18 01:00 AM	02:22:20	4043	155	07/16/18 01:00 AM	02:22:20	LE10	128
2029651	50136	07/15/18 01:00 PM	02:22:20	3888	181	07/15/18 01:00 PM	00:20:16	LE10	128
2029651	50136	07/15/18 01:00 AM	05:40:44	3707	322				0
2029651	50136	07/14/18 01:00 AM	00:42:44	3385	276				0
2029651	50136	07/13/18 01:00 AM	17:40:08	3109	276				0
2029651	50136	07/12/18 01:00 AM	03:00:20	2833	527				0
2029651	50136	07/11/18 09:00 AM	03:00:20	2306	47				0
2029651	50136	07/11/18 01:00 AM	01:35:36	2259	513	07/11/18 01:00 AM	01:35:36	LE10	128
2029651	50136	07/10/18 01:00 AM	02:41:28	1746	476	07/10/18 01:00 AM	02:41:28	LE10	128
2029651	50136	07/09/18 01:00 AM	02:00:08	1270	618	07/09/18 01:00 AM	02:00:08	LE10	128
2029651	50136	07/08/18 01:00 AM	08:20:08	652	441	07/08/18 01:00 AM	08:20:08	LE10	128
2029651	50136	07/07/18 01:00 AM	00:48:44	211		07/07/18 01:00 AM	00:48:44	LE10	128
2029651	50136	07/06/18 03:00 PM	00:48:44	-1000010		07/06/18 03:00 PM	00:20:12	LE10-RS10	384
2029651	50136					07/06/18 02:19 PM	00:02:08	RS10	256
2029651	50136	07/06/18 01:00 AM	00:42:00	150940	732	07/06/18 01:00 AM	00:42:00	LE10	128

2029651	50136	07/05/18 01:00 AM	02:00:08	150208	710	07/05/18 01:00 AM	02:00:08	LE10	128
2029651	50136	07/04/18 01:00 AM	01:00:56	149498	522	07/04/18 01:00 AM	01:00:56	LE10	128
2029651	50136	07/03/18 01:00 AM	01:20:40	148976	570	07/03/18 01:00 AM	01:20:40	LE10	128
2029651	50136	07/02/18 01:00 AM	02:41:48	148406	684	07/02/18 01:00 AM	02:41:48	LE10	128
2029651	50136	07/01/18 01:00 AM	00:40:12	147722	545	07/01/18 01:00 AM	00:40:12	LE10	128
2029651	50136	06/30/18 01:00 AM	02:34:16	147177	544	06/30/18 01:00 AM	02:34:16	LE10	128
2029651	50136	06/29/18 01:00 AM	03:00:40	146633	268	06/29/18 01:00 AM	03:00:40	LE10	128
2029651	50136	06/28/18 10:00 AM	03:00:40	146365	90	06/28/18 10:00 AM	02:20:04	LE10-RS10	384
2029651	50136					06/28/18 09:12 AM	00:47:16	RS10	256
2029651	50136	06/28/18 01:00 AM	03:20:16	146275	1069	06/28/18 01:00 AM	03:20:16	LE10	128
2029651	50136	06/27/18 01:00 AM	10:20:20	145206	1037	06/27/18 01:00 AM	10:20:20	LE10	128
2029651	50136	06/26/18 01:00 AM	00:41:32	144169	638	06/26/18 01:00 AM	00:41:32	LE10	128
2029651	50136	06/25/18 01:00 AM	00:21:08	143531	769	06/25/18 01:00 AM	00:21:08	LE10	128
2029651	50136	06/24/18 01:00 AM	03:21:52	142762	624	06/24/18 01:00 AM	03:21:52	LE10	128
2029651	50136	06/23/18 01:00 AM	13:20:40	142138	541	06/23/18 01:00 AM	13:20:40	LE10	128
2029651	50136	06/22/18 09:00 AM	13:20:40	141597	127	06/22/18 09:00 AM	00:00:40	LE10	128
2029651	50136					06/22/18 08:47 AM	00:02:08	RS10	256
2029651	50136	06/22/18 01:00 AM	01:21:20	141470	656	06/22/18 01:00 AM	01:21:20	LE10	128
2029651	50136	06/21/18 01:00 AM	02:00:04	140814	727	06/21/18 01:00 AM	02:00:04	LE10	128
2029651	50136	06/20/18 01:00 AM	01:40:44	140087	563	06/20/18 01:00 AM	01:40:44	LE10	128
2029651	50136	06/19/18 01:00 AM	00:20:52	139524	192	06/19/18 01:00 AM	00:20:52	LE10	128
2029651	50136	06/18/18 03:00 PM	00:20:52	139332	227	06/18/18 03:00 PM	04:00:08	LE10	128
2029651	50136					06/18/18 02:49 PM	00:07:28	RS10	256
2029651	50136	06/18/18 01:00 AM	00:40:36	139105	518	06/18/18 01:00 AM	00:40:36	LE10	128
2029651	50136	06/17/18 01:00 AM	00:00:40	138587	334	06/17/18 01:00 AM	00:00:40	LE10	128
2029651	50136	06/16/18 01:00 AM	06:20:16	138253	668	06/16/18 01:00 AM	06:20:16	LE10	128
2029651	50136	06/15/18 01:00 AM	03:21:20	137585	452	06/15/18 01:00 AM	03:21:20	LE10	128
2029651	50136	06/14/18 01:00 AM	04:21:16	137133	822	06/14/18 01:00 AM	04:21:16	LE10	128
2029651	50136	06/13/18 01:00 AM	00:21:32	136311	770	06/13/18 01:00 AM	00:21:32	LE10	128
2029651	50136	06/12/18 01:00 AM	00:21:28	135541	568	06/12/18 01:00 AM	00:21:28	LE10	128
2029651	50136	06/11/18 01:00 AM	01:01:24	134973	856	06/11/18 01:00 AM	01:01:24	LE10	128
2029651	50136	06/10/18 01:00 AM	00:41:48	134117	491	06/10/18 01:00 AM	00:41:48	LE10	128
2029651	50136	06/09/18 01:00 AM	01:21:08	133626	826	06/09/18 01:00 AM	01:21:08	LE10	128
2029651	50136	06/08/18 01:00 AM	00:20:12	132800	639	06/08/18 01:00 AM	00:20:12	LE10	128
2029651	50136	06/07/18 01:00 AM	00:23:20	132161	868	06/07/18 01:00 AM	00:23:20	LE10	128
2029651	50136	06/06/18 01:00 AM	01:21:28	131293	795	06/06/18 01:00 AM	01:21:28	LE10	128
2029651	50136	06/05/18 01:00 AM	10:50:40	130498	593	06/05/18 01:00 AM	10:50:40	LE10	128
2029651	50136	06/04/18 01:00 AM	04:20:08	129905	759	06/04/18 01:00 AM	04:20:08	LE10	128
2029651	50136	06/03/18 01:00 AM	03:40:04	129146	255	06/03/18 01:00 AM	03:40:04	LE10	128
2029651	50136	06/02/18 03:00 PM	03:40:04	128891	425	06/02/18 03:00 PM	00:40:04	LE10	128
2029651	50136	06/02/18 01:00 AM	02:43:20	128466	1410				0
2029651	50136	06/01/18 01:00 AM	00:21:04	127056	755				0
2029651	50136	05/31/18 01:00 AM	00:23:28	126301	1008				0
2029651	50136	05/30/18 02:00 PM	00:23:28	125293	2138				0
2029651	50136	05/30/18 01:00 AM	05:01:16	123155	4200	05/30/18 01:00 AM	05:01:16	LE10	128
2029651	50136	05/29/18 01:00 AM	00:00:48	118955	4103	05/29/18 01:00 AM	00:00:48	LE10	128
2029651	50136	05/28/18 01:00 AM	07:00:16	114852	3047	05/28/18 01:00 AM	07:00:16	LE10	128
2029651	50136	05/27/18 01:00 AM	00:20:44	111805	3943	05/27/18 01:00 AM	00:20:44	LE10	128
2029651	50136	05/26/18 01:00 AM	01:20:12	107862	4032	05/26/18 01:00 AM	01:20:12	LE10	128
2029651	50136	05/25/18 01:00 AM	04:21:20	103830	3861	05/25/18 01:00 AM	04:21:20	LE10	128
2029651	50136	05/24/18 01:00 AM	03:20:44	99969	4141	05/24/18 01:00 AM	03:20:44	LE10	128
2029651	50136	05/23/18 01:00 AM	03:37:20	95828	3854	05/23/18 01:00 AM	03:37:20	LE10	128
2029651	50136	05/22/18 01:00 AM	10:00:40	91974	3766	05/22/18 01:00 AM	10:00:40	LE10	128
2029651	50136	05/21/18 01:00 AM	03:00:08	88208	3945	05/21/18 01:00 AM	03:00:08	LE10	128
2029651	50136	05/20/18 01:00 AM	02:40:36	84263	3556	05/20/18 01:00 AM	02:40:36	LE10	128
2029651	50136	05/19/18 01:00 AM	03:20:12	80707	3491	05/19/18 01:00 AM	03:20:12	LE10	128
2029651	50136	05/18/18 01:00 AM	08:40:12	77216	3351	05/18/18 01:00 AM	08:40:12	LE10	128
2029651	50136	05/17/18 01:00 AM	02:00:20	73865	3332	05/17/18 01:00 AM	02:00:20	LE10	128
2029651	50136	05/16/18 01:00 AM	01:00:16	70533		05/16/18 01:00 AM	01:00:16	LE10	128
2029651	50136	05/15/18 02:00 AM	01:00:16	-1000010		05/15/18 02:00 AM	02:40:12	LE10	128
2029651	50136	05/14/18 01:00 AM	00:32:16	64312	3297	05/14/18 01:00 AM	00:32:16	LE10	128
2029651	50136	05/13/18 01:00 AM	01:00:16	61015	2958	05/13/18 01:00 AM	01:00:16	LE10	128
2029651	50136	05/12/18 01:00 AM	03:00:40	58057	3046	05/12/18 01:00 AM	03:00:40	LE10	128
2029651	50136	05/11/18 01:00 AM	02:21:00	55011		05/11/18 01:00 AM	02:21:00	LE10	128
2029651	50136	05/10/18 02:00 AM	02:21:00	-1000010		05/10/18 02:00 AM	05:20:08	LE10	128
2029651	50136	05/10/18 01:00 AM	00:00:52	52177	3124	05/10/18 01:00 AM	00:00:52	LE10	128
2029651	50136	05/09/18 01:00 AM	01:02:08	49053	2635	05/09/18 01:00 AM	01:02:08	LE10	128

2029651	50136	05/08/18 01:00 AM	08:15:04	46418	2712	05/08/18 01:00 AM	08:15:04	LE10	128
2029651	50136					05/07/18 08:00 AM	02:20:16	LE10	128
2029651	50136	05/07/18 01:00 AM	07:00:48	43706	2929	05/07/18 01:00 AM	07:00:48	LE10	128
2029651	50136					05/06/18 02:00 AM	00:40:40	LE10	128
2029651	50136	05/06/18 01:00 AM	00:20:16	40777	2542	05/06/18 01:00 AM	00:20:16	LE10	128
2029651	50136	05/05/18 01:00 AM	02:20:12	38235		05/05/18 01:00 AM	02:20:12	LE10	128
2029651	50136					05/04/18 07:00 AM	00:40:44	LE10	128
2029651	50136	05/04/18 02:00 AM	02:20:12	-1000010		05/04/18 02:00 AM	00:00:52	LE10	128
2029651	50136	05/04/18 01:00 AM	00:02:48	35476	2348	05/04/18 01:00 AM	00:02:48	LE10	128
2029651	50136	05/03/18 01:00 AM	04:20:16	33128		05/03/18 01:00 AM	04:20:16	LE10	128
2029651	50136	05/02/18 08:00 AM	04:20:16	-1000010		05/02/18 08:00 AM	02:00:04	LE10	128
2029651	50136	05/02/18 01:00 AM	09:20:04	30712	2463	05/02/18 01:00 AM	09:20:04	LE10	128
2029651	50136	05/01/18 01:00 AM	03:01:28	28249	2296	05/01/18 01:00 AM	03:01:28	LE10	128
2029651	50136	04/30/18 01:00 AM	07:00:44	25953	2681	04/30/18 01:00 AM	07:00:44	LE10	128
2029651	50136	04/29/18 01:00 AM	13:40:12	23272		04/29/18 01:00 AM	13:40:12	LE10	128
2029651	50136	04/28/18 07:00 AM	13:40:12	-1000010		04/28/18 07:00 AM	00:55:00	LE10	128
2029651	50136	04/28/18 01:00 AM	01:21:20	20805	1651	04/28/18 01:00 AM	01:21:20	LE10	128
2029651	50136	04/27/18 07:00 AM	01:21:20	19154	493	04/27/18 07:00 AM	02:02:36	LE10	128
2029651	50136	04/27/18 01:00 AM	00:01:04	18661	2054	04/27/18 01:00 AM	00:01:04	LE10	128
2029651	50136	04/26/18 01:00 AM	20:00:44	16607	1938	04/26/18 01:00 AM	20:00:44	LE10	128
2029651	50136	04/25/18 01:00 AM	19:20:08	14669	1842	04/25/18 01:00 AM	19:20:08	LE10	128
2029651	50136	04/24/18 01:00 AM	00:56:44	12827	1744	04/24/18 01:00 AM	00:56:44	LE10	128
2029651	50136	04/23/18 01:00 AM	09:40:12	11083	1877	04/23/18 01:00 AM	09:40:12	LE10	128
2029651	50136	04/22/18 01:00 AM	04:20:00	9206	1195	04/22/18 01:00 AM	04:20:00	LE10	128
2029651	50136	04/21/18 08:00 AM	04:20:00	8011	393	04/21/18 08:00 AM	01:14:24	LE10	128
2029651	50136	04/21/18 01:00 AM	01:40:36	7618	1504	04/21/18 01:00 AM	01:40:36	LE10	128
2029651	50136	04/20/18 01:00 AM	05:00:44	6114	1465	04/20/18 01:00 AM	05:00:44	LE10	128
2029651	50136	04/19/18 01:00 AM	03:00:44	4649	1371	04/19/18 01:00 AM	03:00:44	LE10	128
2029651	50136	04/18/18 01:00 AM	01:01:28	3278	1474	04/18/18 01:00 AM	01:01:28	LE10	128
2029651	50136	04/17/18 01:00 AM	02:40:40	1804	1280	04/17/18 01:00 AM	02:40:40	LE10	128
2029651	50136	04/16/18 01:00 AM	01:40:20	524		04/16/18 01:00 AM	01:40:20	LE10	128
2029651	50136	04/15/18 07:00 AM	01:40:20	-1000010		04/15/18 07:00 AM	01:00:12	LE10	128
2029651	50136	04/15/18 01:00 AM	05:20:08	999062	1139	04/15/18 01:00 AM	05:20:08	LE10	128
2029651	50136	04/14/18 02:00 AM	05:20:08	997923	45	04/14/18 02:00 AM	05:01:44	LE10	128
2029651	50136	04/14/18 01:00 AM	02:00:12	997878	980	04/14/18 01:00 AM	02:00:12	LE10	128
2029651	50136	04/13/18 02:00 AM	06:01:40	996898	51	04/13/18 02:00 AM	02:00:16	LE10	128
2029651	50136	04/13/18 01:00 AM	02:00:00	996847	1081	04/13/18 01:00 AM	02:00:00	LE10	128
2029651	50136	04/12/18 02:00 AM	03:30:40	995766	41	04/12/18 02:00 AM	02:20:16	LE10	128
2029651	50136	04/12/18 01:00 AM	03:20:16	995725	1127	04/12/18 01:00 AM	03:20:16	LE10	128
2029651	50136	04/11/18 01:00 AM	05:00:20	994598	956	04/11/18 01:00 AM	05:00:20	LE10	128
2029651	50136	04/10/18 01:00 AM	00:17:16	993642	991	04/10/18 01:00 AM	00:17:16	LE10	128
2029651	50136	04/09/18 01:00 AM	02:20:08	992651	1245	04/09/18 01:00 AM	02:20:08	LE10	128
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2029651	50136	04/06/18 01:00 AM	01:00:52	989505	829	04/06/18 01:00 AM	01:00:52	LE10	128
2029651	50136	04/05/18 01:00 AM	04:36:52	988676	850	04/05/18 01:00 AM	04:36:52	LE10	128
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2029651	50136	04/03/18 01:00 AM	06:00:44	987089	683	04/03/18 01:00 AM	06:00:44	LE10	128
2029651	50136	04/02/18 01:00 AM	04:20:16	986406	987	04/02/18 01:00 AM	04:20:16	LE10	128
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2029651	50136	03/31/18 08:00 AM	03:41:40	984691	195	03/31/18 08:00 AM	01:41:04	LE10	128
2029651	50136	03/31/18 01:00 AM	08:40:16	984496	582	03/31/18 01:00 AM	08:40:16	LE10	128
2029651	50136	03/30/18 08:00 AM	08:56:56	983914	122	03/30/18 08:00 AM	00:40:04	LE10	128
2029651	50136	03/30/18 01:00 AM	00:00:16	983792	583	03/30/18 01:00 AM	00:00:16	LE10	128
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2029651	50136	03/26/18 01:00 AM	01:42:08	981425	885	03/26/18 01:00 AM	01:42:08	LE10	128
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2029651	50136	03/23/18 07:00 AM	02:00:16	979461	68	03/23/18 07:00 AM	09:41:04	LE10	128
2029651	50136	03/23/18 02:00 AM	02:00:16	979393	38	03/23/18 02:00 AM	03:41:36	LE10	128
2029651	50136	03/23/18 01:00 AM	00:21:04	979355	499	03/23/18 01:00 AM	00:21:04	LE10	128

2029651	50136	03/22/18 07:00 AM	00:21:04	978856	97	03/22/18 07:00 AM	01:02:40	LE10	128
2029651	50136	03/22/18 01:00 AM	04:03:52	978759	452	03/22/18 01:00 AM	04:03:52	LE10	128
2029651	50136	03/21/18 01:00 AM	07:00:44	978307	455	03/21/18 01:00 AM	07:00:44	LE10	128
2029651	50136	03/20/18 08:00 AM	07:00:44	977852	101	03/20/18 08:00 AM	00:20:12	LE10	128
2029651	50136	03/20/18 01:00 AM	00:41:28	977751	483	03/20/18 01:00 AM	00:41:28	LE10	128
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2029651	50136	03/18/18 01:00 AM	04:00:04	976686	510	03/18/18 01:00 AM	04:00:04	LE10	128
2029651	50136	03/17/18 01:00 AM	02:00:08	976176	421	03/17/18 01:00 AM	02:00:08	LE10	128
2029651	50136	03/16/18 01:00 AM	01:02:00	975755	493	03/16/18 01:00 AM	01:02:00	LE10	128
2029651	50136	03/15/18 01:00 AM	00:11:52	975262	316	03/15/18 01:00 AM	00:11:52	LE10	128
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2029651	50136	03/12/18 01:00 AM	02:01:44	973890	414	03/12/18 01:00 AM	02:01:44	LE10	128
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2029651	50136	03/10/18 12:00 AM	03:00:04	972592	556	03/10/18 12:00 AM	03:00:04	LE10	128
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2029651	50136	03/07/18 11:00 AM	01:40:48	971399	17	03/07/18 11:00 AM	00:00:20	LE10	128
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2029651	50136	03/06/18 12:00 AM	00:40:12	970389	764	03/06/18 12:00 AM	00:40:12	LE10	128
2029651	50136	03/05/18 12:00 AM	01:00:56	969625	740	03/05/18 12:00 AM	01:00:56	LE10	128
2029651	50136	03/04/18 12:00 AM	02:00:08	968885	535	03/04/18 12:00 AM	02:00:08	LE10	128
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2029651	50136	03/02/18 12:00 AM	01:00:04	967791	618	03/02/18 12:00 AM	01:00:04	LE10	128
2029651	50136	03/01/18 12:00 AM	00:40:04	967173	669	03/01/18 12:00 AM	00:40:04	LE10	128
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2029651	50136	02/25/18 12:00 AM	04:40:08	964387	706	02/25/18 12:00 AM	04:40:08	LE10	128
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2029651	50136	02/23/18 12:00 AM	00:00:08	963063	634	02/23/18 12:00 AM	00:00:08	LE10	128
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2029651	50136	02/21/18 12:00 AM	09:40:20	961808	625	02/21/18 12:00 AM	09:40:20	LE10	128
2029651	50136	02/20/18 12:00 AM	00:21:20	961183	448	02/20/18 12:00 AM	00:21:20	LE10	128
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2029651	50136	02/19/18 12:00 AM	00:00:12	960567	684	02/19/18 12:00 AM	00:00:12	LE10	128
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2029651	50136	02/15/18 12:00 AM	06:40:08	957997	587	02/15/18 12:00 AM	06:40:08	LE10	128
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2029651	50136	02/14/18 12:00 AM	00:40:08	957364	663	02/14/18 12:00 AM	00:40:08	LE10	128
2029651	50136	02/13/18 12:00 AM	04:40:56	956701	777	02/13/18 12:00 AM	04:40:56	LE10	128
2029651	50136	02/12/18 12:00 AM	02:20:44	955924	497	02/12/18 12:00 AM	02:20:44	LE10	128
2029651	50136	02/11/18 12:00 AM	00:00:16	955427	718	02/11/18 12:00 AM	00:00:16	LE10	128
2029651	50136	02/10/18 12:00 AM	00:21:20	954709	696	02/10/18 12:00 AM	00:21:20	LE10	128
2029651	50136	02/09/18 12:00 AM	02:20:20	954013	558	02/09/18 12:00 AM	02:20:20	LE10	128
2029651	50136	02/08/18 12:00 AM	06:41:28	953455	695	02/08/18 12:00 AM	06:41:28	LE10	128
2029651	50136	02/07/18 12:00 AM	03:40:48	952760	859	02/07/18 12:00 AM	03:40:48	LE10	128
2029651	50136	02/06/18 12:00 AM	06:40:20	951901	351	02/06/18 12:00 AM	06:40:20	LE10	128
2029651	50136	02/05/18 02:00 PM	06:40:20	951550	377	02/05/18 02:00 PM	02:00:12	LE10	128
2029651	50136	02/05/18 12:00 AM	02:40:36	951173	630	02/05/18 12:00 AM	02:40:36	LE10	128
2029651	50136	02/04/18 12:00 AM	00:21:28	950543	523	02/04/18 12:00 AM	00:21:28	LE10	128
2029651	50136	02/03/18 12:00 AM	07:20:16	950020	472	02/03/18 12:00 AM	07:20:16	LE10	128
2029651	50136	02/02/18 08:00 AM	07:20:16	949548	75	02/02/18 08:00 AM	02:00:16	LE10	128
2029651	50136	02/02/18 12:00 AM	01:40:44	949473	557	02/02/18 12:00 AM	01:40:44	LE10	128
2029651	50136	02/01/18 12:00 AM	08:00:08	948916	308	02/01/18 12:00 AM	08:00:08	LE10	128
2029651	50136	01/31/18 12:00 AM	17:20:08	948608	483	01/31/18 12:00 AM	17:20:08	LE10	128
2029651	50136	01/30/18 02:00 AM	17:20:08	948125	10	01/30/18 02:00 AM	00:01:36	LE10	128
2029651	50136	01/30/18 12:00 AM	02:01:00	948115	568	01/30/18 12:00 AM	02:01:00	LE10	128
2029651	50136	01/29/18 12:00 AM	02:40:36	947547	701	01/29/18 12:00 AM	02:40:36	LE10	128
2029651	50136	01/28/18 12:00 AM	02:40:56	946846	660	01/28/18 12:00 AM	02:40:56	LE10	128
2029651	50136	01/27/18 12:00 AM	00:21:36	946186	414	01/27/18 12:00 AM	00:21:36	LE10	128
2029651	50136	01/26/18 12:00 AM	02:40:00	945772	216	01/26/18 12:00 AM	02:40:00	LE10	128

2029651	50136	01/25/18 08:00 AM	02:40:00	945556	56	01/25/18 08:00 AM	12:40:08	LE10	128
2029651	50136	01/25/18 12:00 AM	01:41:28	945500	377	01/25/18 12:00 AM	01:41:28	LE10	128
2029651	50136	01/24/18 12:00 AM	01:58:04	945123	219	01/24/18 12:00 AM	01:58:04	LE10	128
2029651	50136	01/23/18 12:00 AM	04:40:04	944904	255	01/23/18 12:00 AM	04:40:04	LE10	128
2029651	50136	01/22/18 12:00 AM	00:21:00	944649	268	01/22/18 12:00 AM	00:21:00	LE10	128
2029651	50136	01/21/18 12:00 AM	03:40:00	944381	394	01/21/18 12:00 AM	03:40:00	LE10	128
2029651	50136	01/20/18 12:00 AM	01:40:48	943987	342	01/20/18 12:00 AM	01:40:48	LE10	128
2029651	50136	01/19/18 12:00 AM	01:01:08	943645	356	01/19/18 12:00 AM	01:01:08	LE10	128
2029651	50136	01/18/18 12:00 AM	02:01:20	943289	459	01/18/18 12:00 AM	02:01:20	LE10	128
2029651	50136	01/17/18 12:00 AM	01:21:08	942830	358	01/17/18 12:00 AM	01:21:08	LE10	128
2029651	50136	01/16/18 12:00 AM	06:40:48	942472	341	01/16/18 12:00 AM	06:40:48	LE10	128
2029651	50136	01/15/18 12:00 AM	03:20:48	942131	315	01/15/18 12:00 AM	03:20:48	LE10	128
2029651	50136	01/14/18 12:00 AM	01:00:44	941816	326	01/14/18 12:00 AM	01:00:44	LE10	128
2029651	50136	01/13/18 12:00 AM	02:41:48	941490	284	01/13/18 12:00 AM	02:41:48	LE10	128
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2029651	50136	01/11/18 12:00 AM	00:00:08	940808	299	01/11/18 12:00 AM	00:00:08	LE10	128
2029651	50136	01/10/18 12:00 AM	01:40:52	940509	274	01/10/18 12:00 AM	01:40:52	LE10	128
2029651	50136	01/09/18 12:00 AM	04:40:12	940235	297	01/09/18 12:00 AM	04:40:12	LE10	128
2029651	50136	01/08/18 12:00 AM	00:00:04	939938	295	01/08/18 12:00 AM	00:00:04	LE10	128
2029651	50136	01/07/18 12:00 AM	00:21:04	939643	154	01/07/18 12:00 AM	00:21:04	LE10	128
2029651	50136	01/06/18 12:00 PM	00:21:04	939489	128	01/06/18 12:00 PM	00:20:04	LE10	128
2029651	50136	01/06/18 12:00 AM	02:40:08	939361	281	01/06/18 12:00 AM	02:40:08	LE10	128
2029651	50136	01/05/18 12:00 AM	05:40:20	939080	370	01/05/18 12:00 AM	05:40:20	LE10	128
2029651	50136	01/04/18 12:00 AM	01:40:00	938710	331	01/04/18 12:00 AM	01:40:00	LE10	128
2029651	50136	01/03/18 12:00 AM	05:00:20	938379	263	01/03/18 12:00 AM	05:00:20	LE10	128
2029651	50136	01/02/18 12:00 AM	06:40:16	938116	378	01/02/18 12:00 AM	06:40:16	LE10	128
2029651	50136	01/01/18 12:00 AM	03:20:44	937738	254	01/01/18 12:00 AM	03:20:44	LE10	128
2029651	50136	12/31/17 12:00 AM	05:20:24	937484	314	12/31/17 12:00 AM	05:20:24	LE10	128
2029651	50136	12/30/17 12:00 AM	01:13:28	937170	263	12/30/17 12:00 AM	01:13:28	LE10	128
2029651	50136	12/29/17 12:00 AM	03:00:36	936907	311	12/29/17 12:00 AM	03:00:36	LE10	128
2029651	50136	12/28/17 12:00 AM	03:41:00	936596	302	12/28/17 12:00 AM	03:41:00	LE10	128
2029651	50136	12/27/17 12:00 AM	00:00:52	936294	266	12/27/17 12:00 AM	00:00:52	LE10	128
2029651	50136	12/26/17 12:00 AM	04:00:36	936028	297	12/26/17 12:00 AM	04:00:36	LE10	128
2029651	50136	12/25/17 12:00 AM	01:00:16	935731	288	12/25/17 12:00 AM	01:00:16	LE10	128
2029651	50136	12/24/17 12:00 AM	00:20:20	935443	308	12/24/17 12:00 AM	00:20:20	LE10	128
2029651	50136	12/23/17 12:00 AM	10:41:12	935135	294	12/23/17 12:00 AM	10:41:12	LE10	128
2029651	50136	12/22/17 12:00 AM	03:00:48	934841	312	12/22/17 12:00 AM	03:00:48	LE10	128
2029651	50136	12/21/17 12:00 AM	01:00:40	934529	327	12/21/17 12:00 AM	01:00:40	LE10	128
2029651	50136	12/20/17 12:00 AM	03:40:40	934202	395	12/20/17 12:00 AM	03:40:40	LE10	128
2029651	50136	12/19/17 12:00 AM	04:00:36	933807	284	12/19/17 12:00 AM	04:00:36	LE10	128
2029651	50136	12/18/17 12:00 AM	05:00:04	933523	332	12/18/17 12:00 AM	05:00:04	LE10	128
2029651	50136	12/17/17 12:00 AM	06:40:56	933191	354	12/17/17 12:00 AM	06:40:56	LE10	128
2029651	50136	12/16/17 12:00 AM	07:20:36	932837	395	12/16/17 12:00 AM	07:20:36	LE10	128
2029651	50136	12/15/17 12:00 AM	07:00:52	932442	307	12/15/17 12:00 AM	07:00:52	LE10	128
2029651	50136	12/14/17 12:00 AM	10:00:12	932135	420	12/14/17 12:00 AM	10:00:12	LE10	128
2029651	50136	12/13/17 12:00 AM	00:40:16	931715	265	12/13/17 12:00 AM	00:40:16	LE10	128
2029651	50136	12/12/17 12:00 AM	00:05:52	931450	308	12/12/17 12:00 AM	00:05:52	LE10	128
2029651	50136	12/11/17 12:00 AM	03:00:08	931142	355	12/11/17 12:00 AM	03:00:08	LE10	128
2029651	50136	12/10/17 12:00 AM	06:00:00	930787	385	12/10/17 12:00 AM	06:00:00	LE10	128
2029651	50136	12/09/17 12:00 AM	00:21:20	930402	278	12/09/17 12:00 AM	00:21:20	LE10	128
2029651	50136	12/08/17 12:00 AM	01:00:00	930124	370	12/08/17 12:00 AM	01:00:00	LE10	128
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City of Alamogordo
Utility Billing Division

AUG 10 2018 2:50

4 / 40

Leak Abatement Request

Date of request: 8-10-18

I, Cecilia Perea, account number 113701-11232 had a water leak at 1105 Mesquite st.

Description/Cause of Leak: We don't know the cause of leak.
maybe old Plumbing is number of things.
can cause of leak.

The leak was repaired on July-2018 and I am requesting an adjustment on my water bill. I have provided proof of repair; either an invoice from a plumber or receipts for parts that were purchased and used to repair the leak.

I also understand that in order to qualify for an adjustment the water charges on the bill in question must be at least \$125.00 over the average water charges on the monthly bill.

Cecilia Perea
Customer's Name (print)

Cecilia Perea
Customer's Signature

303-579 9536.
Phone Number



**More saving.
More doing.**

3400 N WHITE SAND BLVD
ALAMOGORDO, NM 88310 (575)443-8015

3516 00001 55697 08/07/18 08:23 AM
CASHIER STEPHANIE

031949150273 20X20 FILTER <A>	0.94N
20X20X1 FIBERGLASS MERV 2	
049081131784 1" M ADAPTER <A>	
1" PVC MALE ADAPTER SXMP	
2@0.78	1.56N
049081137588 1-1/4 CPLING <A>	
1-1/4" PVC COUPLING SXS	
2@0.78	1.56N
084691798019 FXHSC <A>	16.97N
GE 1" PLEAT HOUSEHOLD SEDIMENT FLTR	
049081133160 PVC BUSHING <A>	
1-1/4"X1" PVC BUSHING SPGXS	
2@1.44	2.88N
047569062773 H30ADBLPLBRK <A>	9.62N
30A DBL POLE CIR BRKR JLQ45	
811000012012 1INX2FT PVC <A>	2.27N
1"X2' PVC PIPE	
611269113570 RB YLW 12OZ <A>	3.18N
RED BULL YELLOW EDITION 12 OZ	

	SUBTOTAL	38.98
	SALES TAX	0.00
TAX EXEMPT		
	TOTAL	\$38.98
XXXXXXXXXXXX2998 VISA		
	USD\$	38.98
AUTH CODE 080711/9014366		TA
AID A0000000980840		US DEBIT



3516 01 55697 08/07/2018

RETURN POLICY DEFINITION:
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/05/2018

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: W53 115199 111684
PASSWORD: 18407 111683

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

✓/sm

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/05/2018

Report No: 5.

Submitted By: Nancy Beshaler

Subject: Consider, and act upon, Award of the Airport Runway Safety Area project (PW Bid No. 2018-004), in the amount of \$432,506.75 (including NMGR) to Mesa Verde Enterprises, Inc. (*Jim Talbert, Airport Manager*)

Fiscal Impact: \$432,506.75

Amount Budgeted: \$474,043.36

Fund: 091-0006-459.45-55 (AP1802)

Additional Fiscal Impact:

Recommendation: Award the Airport Runway Safety Area project (PW Bid No. 2018-004), in the amount of \$432,506.75 (including NMGR) to Mesa Verde Enterprises, Inc.

Background: This project will provide runway safety area grading and shoulder erosion control for the Airport Runway 4/22. The project is funded through Federal and State grant agreements with a 5% city share.

Bids were received on June 13, 2018. One (1) bid was received by Mesa Verde Enterprises, Inc. Armstrong Consultants reviewed the bid. Attached is an Award Recommendation Letter from Armstrong and the bid tabulation.



June 21, 2018

Mr. Jim Talbert
City of Alamogordo
3500 Airport Road, Box #4
Alamogordo, NM 88310

RE: Award Recommendation Letter
Schedule I – Runway 4/22: Runway Safety Area
Grading and Shoulder Erosion Control
Alamogordo White Sands Regional Airport – Alamogordo, NM
AIP No. 3-35-0001-027-2018

Project No. 186486

Dear Mr. Talbert:

Bids were received for the above noted project on June 13, 2018. One (1) bid was received and shown in the attached bid tabulation.

The bid was reviewed for math errors, bid bonds, and other items of responsiveness. The one (1) bid appears to be responsive. A general review of the bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Req'd Proposal Sheets Included	Addenda Ack'd	Listed on Federal Disbarred Contractors List ¹	Proper Contractor Licensing ²
Mesa Verde Enterprises, Inc.	Yes	Yes	Yes	No	Yes
¹ Based on information from the Federal System for Award Management website, accessed on June 14, 2018.					
² Based on information from the New Mexico Regulation and Licensing Department website, accessed on June 14, 2018.					

A DBE goal of 7.9% was established for this project. Mesa Verde Enterprises, Inc. was unable to attain the goal, however, committed to achieve a DBE of 4.5% through subcontracting with R & J Coons Trucking, LLC for trucking services. Good faith effort was provided, which was deemed adequate by the sponsor.

A great deal of effort was put forth to attract bidders to this project. A total of five (5) potential bidders were sent the Invitation for Bids, and a total of five (5) sets of plans and specifications were sent out to potential bidders, plan rooms, and suppliers. The advertisement for bids for the project was published for three (3) consecutive weeks prior to the bid opening. A pre-bid conference was held onsite to answer questions and show the project to potential bidders.

2305 Renard Place SE, Suite 210 Albuquerque, NM 87106

T: 505.508.2192 | F: 505.508.2795

Grand Junction, CO | Denver, CO | Phoenix, AZ | Albuquerque, NM

www.armstrongconsultants.com

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below. A revised grant application, only including pertinent sheets that include budgetary figures, is enclosed with this letter and should be signed and forwarded to the FAA as soon as possible.

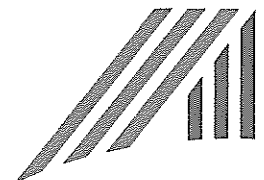
Our recommendation is to award Schedule I and II to Mesa Verde Enterprises, Inc. for a total contract amount of \$400,469.21 (excluding NMGR) upon receiving concurrence from the FAA Program Manager.

The following budget needs to be developed for AIP No. 3-35-0001-027-2018 consisting of:

Schedule I: Runway 4/22: Runway Safety Area Grading and Shoulder Erosion Control

DESCRIPTION	AMOUNT
Construction	
Schedule I (Incl. NMGR)	\$383,548.23
Schedule II (Incl. NMGR)	\$48,958.52
Construction Total	\$432,506.75
Engineering	
Design Engineering (Incl. NMGR)	\$22,114.38
Construction Engineering (Incl. NMGR)	\$61,560.00
Engineering Total	\$83,647.38
Administration	
Admin Expenses	\$2,000
Administration Total	\$2,000
Total Project Cost	\$518,181.12
Budget Summary	
FAA Share 90.00%	\$466,363.01
State Share 5.00%	\$25,909.06
Local Share 5.00%	\$25,909.06

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and a FAA Grant Agreement is executed.

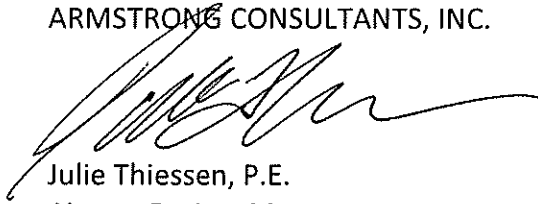


Mr. Jim Talbert
June 21, 2018
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If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,

ARMSTRONG CONSULTANTS, INC.

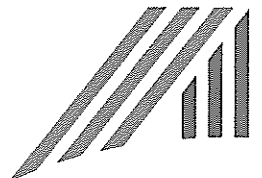


Julie Thiessen, P.E.
Airport Project Manager

JT:tt

cc: Mr. Jean Gamarra, FAA
Ms. Jane Lucero, NMDOT

Enclosures: Bid Tabulation
Grant Application



AIP NO. 3-35-0001-027-2018
NMDOT NO. ALM-18-03

BID TABULATION
AIRPORT SAFETY AREA GRADING
PUBLIC WORKS BID NO. 2018-004
June 13, 2018

				Mesa Verde Enterprises, Inc	
ITEM	ESTIMATED QUANTITY		DESCRIPTION	Unit Price	TOTAL AMOUNT
SCHEDULE I					
1	1	LS	MOBILIZATION	\$ 114,000.00	\$ 114,000.00
2	20	EA	RESET RUNWAY LIGHTS	\$ 320.00	\$ 6,400.00
3	0	INC	WATERING		
4	835	CY	BITUMINOUS PAVEMENT MILLINGS SHOULDER COURSE (2" THICK)	\$ 26.00	\$ 21,710.00
5	2,050	CY	EMBANKMENT IN PLACE	\$ 24.00	\$ 49,200.00
6	42,214	SY	SHOULDER GRADING	\$ 1.00	\$ 42,214.00
7	0	INC	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION AND SITUATION CONTROL		
8	4,510	GAL	BITUMINOUS PRIME COAT	\$ 3.25	\$ 14,657.50
9	55000	SF	RUNWAY AND TAXIWAY MARKING (2 COAT)	\$ 1.60	\$ 88,000.00
10	3355	LB	REFLECTIVE MEDIA, TYPE I, GRADATION A	\$ 5.65	\$ 18,955.75
SCHEDULE I SUBTOTAL					355,137.25
NMGRT (8.0%)					28,410.98
TOTAL SCHEDULE I WITH TAX					383,548.23
SCHEDULE II					
1	1	LS	MOBILIZATION	\$ 5,208.66	\$ 5,208.66
2	6	EA	RESET RUNWAY LIGHTS	\$ 327.00	\$ 1,962.00
3	0	INC	WATERING		
4	210	CY	BITUMINOUS PAVEMENT MILLINGS SHOULDER COURSE (2" THICK)	\$ 26.25	\$ 5,512.50
5	675	CY	EMBANKMENT IN PLACE	\$ 26.60	\$ 17,955.00
6	10,481	SY	SHOULDER GRADING	\$ 1.05	\$ 11,005.05
7	0	INC	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION AND SITUATION CONTROL		
8	1,135	GAL	BITUMINOUS PRIME COAT	\$ 3.25	\$ 3,688.75
SCHEDULE II SUBTOTAL					45,331.96
NMGRT (8.0%)					3,626.56
TOTAL SCHEDULE II WITH TAX					48,958.52
SCHEDULE I PLUS SCHEDULE II SUBTOTAL					400,469.21
NMGRT (8.0%)					32,037.54
TOTAL SCHEDULE I PLUS SCHEDULE II WITH TAX					432,506.75
				Mesa Verde Enterprises, Inc	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/18/2018

Report No: 6.

Submitted By: Britney Courtier

Subject: Approve the agreement with Otero County for Alamo Senior Center services to County residents.
(*Magdalena Morales, ASC Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Otero County will award \$60,550. This is the same amount that was awarded in the previous fiscal year 17/18.

Recommendation: Approve award of \$60,550 for Senior Center services to Otero County residents.

Background: This agreement is a memorandum of understanding to provide transportation, home-delivered meals, and RSVP services to the residents of Otero County who are outside of the Alamogordo city limits. Otero County will award \$60,550. This is the same amount that was awarded in the previous fiscal year 17/18.

* **RSVP:** \$6,000 (Same as previous fiscal year)

Funding is used for program supplies and volunteer recognition.

* **Transportation:** \$24,500 (Same as previous fiscal year)

Funding is used for fuels, field trips and transportation program supplies.

* **Homebound Meals:** \$30,050 (Same as previous fiscal year)

Funding is used for food and program supplies.

ADMINISTRATION
1101 NEW YORK AVENUE
ALAMOGORDO, NM 88310



WWW.CO.OTERO.NM.US
☎ (575) 437-7427
📠 (575) 443-2928

Commissioner, Dist. 1

Commissioner, Dist. 2

Commissioner, Dist. 3

County Manager

Janet T. White

Susan Flores

Lori Bies

Pamela Heltner

AGREEMENT
BETWEEN
OTERO COUNTY, NEW MEXICO
AND CITY OF ALAMOGORDO
FOR

HOME BOUND MEALS - LA LUZ - COMMUNITY SERVICES FUNDING

THIS AGREEMENT is made and entered into this **1st day of July, 2018**, by and between the Board of County Commissioners of Otero County, State of New Mexico, hereinafter referred to as "**COUNTY**", and the City of Alamogordo, New Mexico, hereinafter referred to as "**CITY**", to witness the following:

WHEREAS, at the request of the County, City has agreed to provide meal services for the home bound citizens in the La Luz area of the County;

WHEREAS, the County has determined that it is in the best interest of the citizens of Otero County and that it will protect the health, safety, and welfare of the County to provide certain services provided for in this Agreement; and

WHEREAS, the County has determined that these services can be performed most economically by the City.

NOW THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto, the County and the City agree as follows:

I. TERMS OF AGREEMENT:

The term of the Agreement begins on the **1st day of July 2018**, and shall terminate no later than the **30th day of June 2019**, or upon thirty (30) day written notice by either party to the other.

II. STATUS:

City understands that as an Independent Contractor, it is not considered an employee of the County of Otero, and as such, is not entitled to any benefits normally provided to regular employees of the County of Otero. City further understands that this Agreement can be terminated for any reason whatsoever at any time. If this Agreement is terminated by either party, the City shall be entitled to payment for services rendered through the date of termination. The City or its employees shall personally perform all services under this Agreement and shall not assign any interest in this Agreement without prior written consent of the County.

III. SCOPE OF WORK:

City agrees to furnish meal services for the home bound citizens in the La Luz area of the County, utilizing City employees and City equipment, such services to be provided in accordance with and under the supervision of the City Senior Programs Director.

IV. COMPLIANCE WITH APPLICABLE LAW:

City is solely responsible for providing all services described herein and provided in a manner consistent with the laws of the United States and the laws of the State of New Mexico.

City agrees to indemnify and hold County harmless from any and all liability whatsoever for the services provided.

V. COMPENSATION AND BENEFITS:

1. For the services rendered, County agrees to pay the City a certain budgeted amount each fiscal year. The parties acknowledge and agree that the County intends to fund this Agreement with funds through the Payment in Lieu of Taxes program of the United States Government, and that failure by the County to receive PILT funds, or a reduction in the funding level for PILT will result in the nullification of this Agreement.
2. The County agrees to contribute the amount of **\$30,050.00** to the City to perform the services of furnishing meal services to the home bound citizens in the La Luz area of the County, utilizing City employees and City equipment, such services to be provided in accordance with and under the supervision of the City Senior Programs Director.
3. Payments will be made quarterly; on October 1st, January 1st, April 1st, and on June 30th. All payments shall be for services rendered to the date of payment and no advance

payment may be made hereunder, with final payment submitted on or before June 15th. On or before the date of the quarterly payment, the Independent Contractor shall furnish to the County a statement reflecting all services rendered on behalf of the County, a report of the financial status, and the expenditures of funds. In addition, Independent Contractor shall submit an annual report by June 30th for presentation to the County Commission.

4. The City agrees to use the sums received from the County towards the payment of program and operating expenses and for no other purpose.
5. As an Independent Contractor, City shall not be entitled to incur or receive compensatory or overtime pay.
6. This Agreement will terminate in the event the County cannot fund City, or the City ceases to provide the services as stated herein. Termination of this Agreement will be in writing by either party by certified mail, return receipt requested. If the City ceases to provide services during any year after the County has paid its budgeted amount, the City will reimburse the County for that percentage of the fiscal year which is left after the City discontinues its services.
7. City agrees to use the sums received from the County toward payment of its operational expenses, including but not limited to, the purchase of office supplies and for the payment of salaries for employees. However, City agrees that none of the funds provided to City by the County shall be used for the purchase of "capital" items.

VI. GENERAL PROVISIONS:

1. This Agreement expresses the entire agreement of the parties, all prior discussions, negotiations, and correspondence shall deem to be merged herein and shall not be offered to vary or contradict the terms hereof.
2. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, executors, and personal representatives of the City.
3. If any provisions, or portions thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.
4. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF the parties have set their hand this 21st day of August, 2018.

ATTEST:



ROBYN HOLMES
Otero County Clerk

(SEAL)

OTERO COUNTY, NEW MEXICO



PAMELA S. HELTNER
County Manager

ATTEST:

Rachel Hughes
City Clerk

CITY OF ALAMOGORDO, NEW MEXICO
a municipal corporation

RICHARD BOSS
Mayor

ADMINISTRATION
1101 NEW YORK AVENUE
ALAMOGORDO, NM 88310



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(575) 443-2928

Commissioner, Dist. 1

Janet T. White

Commissioner, Dist. 2

Susan Flores

Commissioner, Dist. 3

Lori Bies

County Manager

Pamela Heltner

**AGREEMENT
BETWEEN
OTERO COUNTY, NEW MEXICO
AND CITY OF ALAMOGORDO
FOR
RETIRED SENIOR VOLUNTEER PROGRAM – COMMUNITY SERVICES FUNDING**

THIS AGREEMENT regarding the Retired Senior Volunteer Program hereinafter referred to as "AGREEMENT", and is made and entered into this **1st day of July 2018**, by and between the Board of County Commissioners of Otero County, State of New Mexico hereinafter referred to as "**COUNTY**", and the City of Alamogordo, New Mexico (hereinafter referred to as "**CITY**").

WHEREAS, at the request of the County, City has agreed to coordinate the provision of the Retired Senior Volunteer Program Services to residents of Otero County; and

WHEREAS, the County has determined that these services can be performed most economically by the City; and

NOW THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto, the County and the City agree as follows:

I. TERM OF AGREEMENT:

The term of the Agreement shall be from the **1st day of July 2018**, and the last day of the Agreement shall be not later than the **30th day of June 2019**, unless this Agreement is terminated earlier by either of the parties.

II. STATUS:

Independent Contractor understands that as an Independent Contractor, it is not considered an employee of the County of Otero and, as such, is not entitled to any benefits normally provided to regular employees of the County of Otero. Independent Contractor further understands that

this Agreement can be terminated for any reason whatsoever at any time. Independent Contractor, if terminated, shall be entitled to payment for services rendered through the date of termination. It is specifically understood by Independent Contractor that its Agreement with the County of Otero shall immediately terminate no later than the 30th of June 2017. The City or its employees shall perform all services under this Agreement and shall not assign any interest in this Agreement without prior written consent of the County.

III. SCOPE OF WORK:

The City agrees to reimburse the RSVP volunteers for mileage between their home and volunteer site. The reimbursement is limited to .40 per mile and limited to \$70.00 per month.

IV. COMPLIANCE WITH APPLICABLE LAW:

City is solely responsible for providing all services described herein and provided in a manner consistent with the laws of the United States and the laws of the State of New Mexico.

City agrees to indemnify and hold County harmless from any and all liability whatsoever for the services provided.

V. COMPENSATION AND BENEFITS:

1. For the services rendered, County agrees to pay the City a certain budgeted amount. The parties acknowledge and agree that the County intends to fund this Agreement with monies received through the Payment In Lieu Of Tax Program of the United States Government, and that failure by the County to receive PILT Funds, or a reduction in the funding level for PILT will result in the County canceling this Agreement.
2. The County agrees to contribute the amount of **\$6,000.00** to the City for funding the Retired Senior Volunteer Program (RSVP).
3. Payments will be made quarterly, on October 1st, January 1st, April 1st and June 30th. All payments shall be for services rendered to the date of request and no advance payment shall be made, with final payment submitted on or before June 15th. On or before the date of the quarterly payment, the City shall furnish to the County a statement, as well as a detailed accounting of payments made to volunteers to reimburse them for mileage expenses for travel between home and volunteer site. In addition, the City shall submit an annual accounting by June 30th for presentation to the County Commission.
4. The City agrees to use the sums received from the County toward the payment of reimbursing volunteers for mileage expenses

VI. GENERAL PROVISIONS:

1. This Agreement expresses the entire agreement of the parties, and all prior discussions, negotiations, and correspondence shall be deemed to be merged herein and shall not be offered to vary or contradict the terms hereof.
2. This Agreement shall be binding on and inure to the benefits of the successors and assigns of the parties.
3. If any provisions, or portions thereof contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severed and shall not be affected and shall remain in full force and effect.
4. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF the parties hereto have set their hand this 21st day of August, 2018.

OTERO COUNTY, NEW MEXICO

ATTEST:



ROBYN HOLMES
Otero County Clerk

(SEAL)



PAMELA S. HELTNER
County Manager

CITY OF ALAMOGORDO, NEW MEXICO
a Municipal Corporation

ATTEST:

RACHEL HUGHES
City Clerk

(SEAL)

RICHARD BOSS
Mayor

ADMINISTRATION
1101 NEW YORK AVENUE
ALAMOGORDO, NM 88310



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Commissioner, Dist. 2

Susan Flores

Commissioner, Dist. 3

Lori Bies

County Manager

Pamela Heltner

AGREEMENT
BETWEEN
OTERO COUNTY, NEW MEXICO
AND CITY OF ALAMOGORDO, NEW MEXICO
FOR
TRANSPORTATION OF SENIORS - COMMUNITY SERVICES FUNDING

THIS AGREEMENT is made and entered into this **1st day of July 2018**, by and between the Board of County Commissioners of Otero County, State of New Mexico, hereinafter referred to as "COUNTY," and the City of Alamogordo, New Mexico, hereinafter referred to as "CITY," to witness the following:

WHEREAS, the County has determined that it is in the best interests of the citizens of Otero County and that it will protect the health, safety, and welfare of the County to provide certain services provided for in this agreement; and

WHEREAS, the County has determined that these services can be performed most economically by the City;

WHEREAS, the City of Alamogordo, the County, the State of New Mexico and the Federal Government have historically provided funding for transportation services, case management and nutrition at the Alamogordo Senior Center.

NOW THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto, the County and the City agree as follows:

I. TERMS OF AGREEMENT:

The term of the Agreement begins on the **1st day of July 2018**, and shall terminate no later than the **30th day of June 2019**, or upon thirty (30) day written notice by either party to the other.

II STATUS:

City understands that as an Independent Contractor, it is not considered an employee of the County of Otero and, as such, is not entitled to any benefits normally provided to regular employees of the County of Otero. Independent Contractor further understands that this Agreement can be terminated for any reason whatsoever at any time. If either party terminates this Agreement, the City shall be entitled to payment for services rendered through the date of termination.

The City or its employees shall personally perform all services under this Agreement and shall not assign any interest in this Agreement without prior written consent of the County.

III SCOPE OF WORK:

The City agrees to provide transportation services to senior citizens who reside in the County.

IV. COMPLIANCE WITH APPLICABLE LAW:

The City is solely responsible for providing all services described herein and provided in a manner consistent with the laws of the United States and the laws of the State of New Mexico. City agrees to indemnify and hold County harmless from any and all liability whatsoever for the services provided.

V. COMPENSATION AND BENEFITS:

A. For the services rendered, County agrees to pay the City a certain budgeted amount each fiscal year. The parties acknowledge and agree that the County intends to fund this Agreement with funds received through the Payment In Lieu Of Taxes Program of the United States Government, and that failure by the County to receive PILT funds, or a reduction in the funding level for PILT will result in the nullification of this Agreement.

B. The County agrees to contribute the amount of **\$24,500.00** to assist with the transportation services for senior citizens who reside in the County.

C. Payments will be made in equal quarterly installments, on October 1st, January 1st, April 1st, and June 15th. All payments shall be for services rendered to the date of payment and no advance payment may be made hereunder. On or before the date of the payment, the City shall furnish to the County a request for payment pursuant to this Agreement.

D. The City agrees to use the sums received from the County towards the payment of program and operating expenses.

E. To enable the County to evaluate the use of funds, the Independent Contractor shall keep detailed records of the transportation services provided to senior citizens who reside in the County. The Independent Contractor shall submit to the County's Legal and Finance

Departments quarterly reports on October 1st, January 1st, April 1st, and June 30th regarding the use of funds for such purposes. In addition, the Library shall submit an annual report by June 30th for presentation to the County Commission.

VI. GENERAL PROVISIONS:

- A. This agreement expresses the entire agreement of the parties, all prior discussions, negotiations, and correspondence shall deem to be merged herein and shall not be offered to vary or contradict the terms hereof.
- B. This agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.
- C. If any provisions, or portions thereof contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.
- D. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF the parties have set their hand this 21st day of August, 2018.

ATTEST:

OTERO COUNTY, NEW MEXICO


ROBYN HOLMES
Otero County Clerk


PAMELA S. HELTNER
County Manager

(SEAL)

ATTEST:

CITY OF ALAMOGORDO
State of New Mexico

RACHEL HUGHES
City Clerk

RICHARD BOSS
Mayor

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/21/2018

Report No: 7.

Submitted By: Sharon Rowe

Subject: Approve the agreement with Otero County for Alamogordo Public Library Services to County residents. (*Sharon Rowe, Library Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve award of \$24,750 for library services to Otero County residents.

Background: This agreement is a MOU to provide library services to the residents of Otero County who are outside the Alamogordo city limits. Otero County will award \$24,750 in FY19 in return for provision of such services.

Office of The:
COUNTY MANAGER
(575) 437-7427
FAX (575) 443-2928
866-986-8376



State of New Mexico
County of Otero

1101 NEW YORK AVE.
ALAMOGORDO, NM 88310

August 21, 2018

Alamogordo Public Library
Sharon Rowe
920 Oregon Avenue
Alamogordo, NM 88310

Dear Ms. Rowe:

Enclosed you will find two original community service agreements between Otero County and the Alamogordo Public Library in the amount of \$24,750.00. Please sign and return one copy, at your earliest convenience.

If you have any questions, please feel free to contact me at (575) 437-7427.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sylvia C. Tillbrook", with a large, stylized flourish at the end.

Sylvia C. Tillbrook
Executive Assistant
County Manager's Office

Enclosure(s)

cc: File

ADMINISTRATION
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Commissioner, Dist. 1

Janet T. White

Commissioner, Dist. 2

Susan Flores

Commissioner, Dist. 3

Lori Bies

County Manager

Pamela Heltner

AGREEMENT ALAMOGORDO LIBRARY SERVICES

THIS AGREEMENT REGARDING LIBRARY SERVICES is made and entered into this **1st day of July 2018**, hereinafter referred to as the "Agreement", is made by and between the Board of County Commissioners of Otero County, State of New Mexico (hereinafter referred to as "**COUNTY**"), and the City of Alamogordo, New Mexico, a New Mexico municipal corporation (hereinafter referred to as "**CITY**") to witness the following:

WHEREAS, at the request of the County, City has agreed to provide library services to residents of County;

WHEREAS, the County has determined that it is in the best interests of the citizens of Otero County and that it will protect the health, safety, and welfare of the County to provide certain services provided for in this agreement; and

WHEREAS, the County has determined that these services can be performed most economically by the City;

WHEREAS, the City, the County, the State of New Mexico and private donors have historically provided funding for the library.

NOW THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto, the County and the City agree as follows:

I. TERM OF AGREEMENT:

The term of the Agreement begins on the **1st day of July 2018**, and shall terminate no later than the **30th day of June 2019**, or upon thirty (30) day written notice by either party to the other.

II. STATUS:

City understands that as an Independent Contractor, it is not considered an employee of the County of Otero and, as such, is not entitled to any benefits normally provided to regular employees of the County of Otero. City further understands that this Agreement can be terminated for any reason whatsoever at any time. If this Agreement is terminated by either party, the City shall be entitled to payment for services rendered through the date of termination.

The City or its employees shall personally perform all services under this Agreement and the City shall not assign any interest in this Agreement without prior written consent of the County.

III. SCOPE OF WORK:

City agrees to enhance the library collection and furnish library services to residents of the County, utilizing City employees and City equipment, such services to be provided in accordance with and under the supervision of the Director, Alamogordo Public Library.

IV. COMPLIANCE WITH APPLICABLE LAW:

City is solely responsible for providing all services described herein and provided in a manner consistent with the laws of the United States and the laws of the State of New Mexico.

City agrees to indemnify and hold County harmless from any and all liability whatsoever for the services provided.

V. COMPENSATION AND BENEFITS:

A. For the services rendered, County agrees to pay the City a certain budgeted amount. The parties acknowledge and agree that the County intends to fund this agreement with funds received through the payment in lieu of tax programs of the United States Government and that failure by the County to receive PILT funds or a reduction in the funding level for PILT will result in the nullification of this agreement.

B. The County agrees to contribute the amount of **\$24,750.00** to the City to enhance its library collection and to perform the services of furnishing library services to residents of

County, utilizing City employees and City equipment, such services to be provided in accordance with and under the supervision of the Director, Alamogordo Public Library.

C. Payments will be made in equal quarterly installments on October 1st, January 1st, April 1st, and June 15th. All payments shall be for services rendered to the date of payment and no advance payment may be made hereunder. On or before the date of the quarterly payment, the City shall furnish to the County a request for payment pursuant to this Agreement.

D. The City agrees to use the sums received from the County for the exclusive purposes of completing the scope of work set forth in Section II above.

E. To enable the County to evaluate the use of funds, the Library shall keep detailed records of the titles of books purchased and identification of other materials purchased in order to enhance the Library's collection; as well as detailed information regarding the library services provided to the residents of the County. The Library shall submit to the County's Legal and Finance Departments quarterly reports on or before October 1st, January 1st, April 1st, and June 30th regarding the use of funds. In addition, the Library shall submit an annual report by June 30th for presentation to the County Commission.

VI. GENERAL PROVISIONS:

- A. This agreement expresses the entire agreement of the parties, all prior discussions, negotiations, and correspondence shall deem to be merged herein and shall not be offered to vary or contradict the terms hereof.
- B. This agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.
- C. If any provisions, or portions thereof contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.
- D. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF the parties have set their hand this 21st day of August, 2018.

ATTEST:

OTERO COUNTY, NEW MEXICO


ROBYN HOLMES
Otero County Clerk


PAMELA S. HELTNER
County Manager

(SEAL)

ATTEST:

CITY OF ALAMOGORDO
State of New Mexico

RACHEL HUGHES
City Clerk

RICHARD BOSS
Mayor

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/18/2018

Report No: 8.

Submitted By: Debbie Osborne

Subject: Approve the New Mexico Department of Tourism Litter Control and Beautification grant agreement for Keep Alamogordo Beautiful (KAB) for FY2019. (*Kerry Uribe, Community Services*)

Fiscal Impact: 21,338

Amount Budgeted: \$0.00

Fund: 037

Additional Fiscal Impact: Grant funds awarded

Recommendation: Please approve grant agreement.

Background: The New Mexico Department of Tourism Litter Control and Beautification grant for Keep Alamogordo Beautiful (KAB) has been awarded for FY2019.

Keep Alamogordo Beautiful

Project & Events Budget

Budgeted Program Expenses:	Programs				Youth Employment		KAB	
	Program 1	Program 2	Program 3	Program 4	Internships	Subcontracts	KAB Dues	KAB Conference Fees
Program 1								
Litter Reduction	\$928							
Signage & trashcans								
Program 2								
Beautification Efforts		\$5,600						
Paint, repair materials, trees, park renovation								
Program 3								
Education			\$5,670					
Advertising and promotional materials								
Program 4								
Internships					\$5,600			
Subcontracts						\$1,120		
KAB								
Annual Dues							\$220	
Travel to KAB Conference								\$2,200
Sub Total:	\$928	\$5,600	\$5,670	\$0	\$5,600	\$1,120	\$220	\$2,200
					Total:			
					\$21,338			

**LITTER CONTROL & BEAUTIFICATION
GRANT AGREEMENT**

THIS AGREEMENT, entered into between the State of New Mexico, New Mexico Tourism Department, "Department" and City of Alamogordo, "Public Entity". Department and Public Entity each a "Party" and collectively "Parties".

RECITALS

The purpose of the "New Mexico Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et. seq., "Act," is to control litter by authorizing the Department to eliminate litter from New Mexico to the maximum practical extent through a State-coordinated plan of education, control, prevention, and elimination;

The Act, NMSA 1978, § 67-16-12, provides that the Department may allocate up to fifty percent (50%) of the funds generated annually by the Act to local governments to establish and sustain local Keep America Beautiful system programs;

The Act provides that the Department may allocate up to sixty percent (60%) of fees generated annually to local governments to establish a youth employment program to aid in litter control and beautification projects;

The Public Entity is a local government as defined under the Act;

Exhibit 1, Grant Award Distribution is incorporated by reference; and

The Parties hereto intend to fulfill the requirements of the Act through this Agreement.

THEREFORE, pursuant to the Act, the Parties agree as follows:

SECTION ONE- The Department

A. The Department shall:

1. Allocate funds generated by the Act and pay to the Public Entity an amount not to exceed \$21,338.00 ("Funds") to establish or sustain a local Keep America Beautiful system program; and/or to fund a youth employment program to aid in litter control and beautification projects as stipulated in Exhibit 1.

2. Reimburse Funds on a quarterly basis. Quarters are designated as: Q1(July through September); Q2(October through December); Q3(January through March); and Q4(April through June.)

3. Not disburse any Funds until the Public Entity submits proper written documentation of its expenditures.

4. Allow the Public Entity to request reallocation of Funds between the program resources allocation to the youth employment allocation, based on the Public Entity's need to support local youth interests. Provided the request is in writing, submitted before request for reimbursement and includes specific reference to line items from which Funds will be debited, information about how those Funds will be spent, where the Funds will be credited and any other information requested by the Department.

5. Amend the Public Entity's budget if the Department approves a written request to amend.

SECTION TWO- The Public Entity

A. The Public Entity shall:

1. Perform and complete the Litter Control, Graffiti Eradication, Beautification, Recycling, and related community programs, projects and events as in furtherance of the statewide Keep America Beautiful system programs, pursuant to the Act, and as set forth in Exhibit 1.

2. Spend the Funds allocated as required by, and according to, the provisions of the Act, the applicable rules and regulations of the Department, and this Agreement. The Public Entity shall only expend Funds allocated under this Agreement on equipment, projects, promotional programs, services, education and other matters, only if they are related to litter prevention/elimination/control programs, beautification, and recycling.

3. Complete online reimbursement requests on or before the tenth (10th) calendar day after the end of each quarter, EXCEPT FOR THE FOURTH QUARTER. Public Entity must submit its final requests for reimbursement for the fourth quarter submitted no later than June tenth (10th), except for requests on reimbursement for youth employment, which Public Entity may submit by July third (3rd).

4. Include the following in its requests for reimbursement to the Department:
- a. A detailed accounting of expenditures of all Funds allocated and paid by line item;
 - b. Copies of the detailed Public Entity purchase documents, receipts and proof of payment for equipment, materials, or supplies purchased, (including model and serial numbers, if any);
 - c. Copies of the payroll and Youth Employment Verification forms for youth employees;
 - d. A Final Performance and Accounting Report as defined below, must accompany all fourth quarter requests; and
 - e. Any other information required by the Department.

5. Make reallocation requests in writing to the Department pursuant to Section 1 (A)(5), prior to submitting the request for reimbursement.

6. Keep accounting records for the Litter Control, Graffiti, Beautification, Recycling, and related community programs and submit an accounting and performance report to the Department with its final request for reimbursement.

7. Include the following in its Final Performance and Accounting Report:
- a. An accounting of expenditures of all Funds by line item;
 - b. A certification that Public Entity used purchased equipment only for the purpose of fulfilling this Agreement and for no other purpose;
 - c. A detailed summary of accomplishments towards the objectives and goals of the program;
 - d. Any other information necessary to explain the program accomplishments; and
 - e. Any other information required by the Department.

8. Use the equipment purchased in whole or in part with the Funds only for the anti-litter and beautification purposes as required by the Act. Secure any necessary permits or allowances required to perform and complete the Litter Control, Graffiti Eradication, Beautification, Recycling, and related community programs, projects and events in furtherance of the statewide Keep America Beautiful system programs, pursuant to the Act.

9. Not assign or transfer any interest in this Agreement including any claims or money due or that may become due under this Agreement.

10. Not subcontract any portion of the services to be performed, or programs to be fulfilled and accomplished, or consultants to be hired, under this Agreement without prior written approval of the Department.

11. Maintain detailed records documenting the date, time, and nature of services rendered and the progress of programs undertaken. The records shall be subject to inspection by the Department, the Department of Finance and Administration, and the New Mexico State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive payment.

12. Not currently have and not acquire any interest, direct or indirect, that would cause a conflict of interest in any manner or degree in relation to the performance or services required under this Agreement.

13. Release the Department, its officers, and employees, and the State of New Mexico as provided for by law from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. Not purport to bind the Department or the State of New Mexico to any obligation not assumed herein, unless Public Entity has written authority to do so, and then only within the strict limits of that authority.

15. Incorporate branded materials, including but not limited to, logos and templates provided by the Department into any advertisements, press releases, flyers, signage, as well as any permanent projects, events, or displays, allowing New Mexicans to easily identify equipment, projects, promotional programs, services, and education related to litter prevention, elimination, control programs, beautification, and recycling. Failure to do so will result in the forfeiture of grant funding appropriated for marketing.

16. Submit to the Department information related to any and all clean up or beautification events, including the date, time, location, and any promotion images or materials related to the event, for inclusion in the Department's marketing materials and posting on the Department's website www.newmexico.org.

B. A Public Entity's illegal or unauthorized expenditures under this Agreement shall constitute a debt to the State of New Mexico, owed by Public Entity. In the case of such debt, the Parties agree that the Department may elect to withhold or recover Funds from the Public Entity, its successors, or assignees or recover through appropriate legal action.

SECTION THREE- General Obligations

A. The Parties shall adhere to the requirements set forth in Department's Litter Control and Beautification Grant Requirements Rule for grant approval, allocation, and reporting.

B. Direct costs of travel or per diem incurred by the Public Entity shall be the sole responsibility of the Public Entity. A Public Entity may propose and request direct and separate travel reimbursement, in advance, for costs associated with conferences, trainings, workshops or other meetings that directly benefit attendees in relationship to the programs they implement and oversee with Funds received under this Agreement. Reimbursement requests for direct costs of travel or per diem for one attendee per conference, etc. *must be* accompanied by a written report including the following items: (1) an evaluation of each session attended, (2) one key learning from each and, (3) at least three (3) ideas for how to incorporate those concepts into future initiatives. Receipts submitted without the proper documentation demonstrating conference attendance will not be reimbursed. Actual receipts must accompany reimbursement requests for per diem expenses. Per diem balances will not be reimbursed.

C. Equipment purchased with Funds that has a service life longer than this Agreement shall be used for agreed upon purposes for the length of that equipment's service life. Before the Department reimburses the Public Entity's expenses for such equipment purchased for more than one thousand dollars (\$1,000.00), the Parties shall agree and specify the equipment's expected service life based on the kind of equipment, amount of anticipated use, service that will be performed, and the equipment's normal service life.

1. If upon termination or expiration of this Agreement the Public Entity has any property acquired pursuant to this Agreement, then Public Entity shall only dispose of it as directed by Department.

D. The Public Entity's failure to submit reimbursement requests by the protocol delineated on or before the dates outlined in **SECTION TWO for the first three quarters** will result in a penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted for that quarter. **PUBLIC ENTITIES' REQUESTS RECEIVED AFTER THE FOURTH QUARTER DEADLINES OUTLINED IN SECTION TWO WILL NOT BE PAID.**

E. The Public Entity and its agents and employees are independent contractors fulfilling their obligations to Department under this Agreement and are not employees of the State of New Mexico. Public Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

F. Any unexpended or unencumbered balance upon termination of this Agreement allocated by the Department will revert back to the Department.

SECTION FOUR- Amendment

A. This Agreement shall not be altered, changed or amended except by a written instrument, executed by both Parties.

B. All properly submitted and approved reallocations for Funds do not require a formal amendment to this Agreement, provided the Department does not increase Public Entity's allocation.

SECTION FIVE- Appropriation

A. The Department reserves the right to terminate this Agreement if Funds appropriated by the Legislature are insufficient to fulfill its obligations under this Agreement.

B. The Department's decision as to whether Funds under the Act are sufficient for fulfillment of this Agreement shall be final.

SECTION SIX – Term and Termination

A. This Agreement shall not take effect until executed by the Parties hereto. This Agreement shall terminate on **June 30, 2019**, unless terminated pursuant to the following paragraphs of this Section.

B. The Department may terminate this Agreement if Public Entity fails to commence program activities by the end of the second quarter of the fiscal year or has a plan to complete program activities by the last day of the tenth (10th) month of the fiscal year, if Public Entity fails to communicate its intentions or does not comply with this Agreement as determined by the Department.

C. Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. By such termination, neither Party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither Party shall have any obligation to perform services or make payment for services or specified programs rendered after such date of termination.

SECTION SEVEN – Integration

This Agreement incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, of the Parties or their agents shall become valid or enforceable unless embodied in this Agreement.

SECTION EIGHT – Controlling Law

The laws of the State of New Mexico shall govern this Agreement. The Parties agree that the District Courts of the State of New Mexico have jurisdiction over any lawsuits brought by either Party to enforce its rights hereunder. Venue shall be in Santa Fe County, New Mexico.

SECTION NINE – Intent Of Agreement

This Agreement is not intended by any of the provisions or any part of the Agreement to create in the public, or any member thereof, a third party beneficiary; nor is it intended to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury, damage(s) to property(ties), and/or any other claims(s) whatsoever pursuant to the provisions of this Agreement.

SECTION TEN – New Mexico Tort Claims Act

By entering into this Agreement, 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, §§ 41-4-1 to -14. This Section is intended only to define the liabilities between the Parties hereto 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. Public Entity and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses, and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provisions of the New Mexico Tort Claims Act.

SECTION ELEVEN – Equal Opportunity Compliance

Public Entity shall abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, Public Entity shall assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded

from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Public Entity is found to have failed to comply with these requirements during the term of this Agreement, Public Entity shall take appropriate steps to correct these deficiencies.

SECTION TWELVE – Civil Rights Laws And Regulation Compliance

Public Entity shall comply with all Federal, State, and local laws and ordinances applicable to the work called for herein. Public Entity further agrees to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, and the New Mexico Human Rights Act.

[The remainder of this page is intentionally left blank.]

The Parties have executed this Agreement as of the date of execution by the Department.

New Mexico Tourism Department

By: _____
Rebecca Latham,
Cabinet Secretary

Date: _____

Name of Public Entity

By: _____

Date: _____

Title: _____

Public Entity CRS# _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/19/2018

Report No: 9.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, naming the new Disc Golf Course at Alameda Park in honor of John Riffle. (*Kim Riffle*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

Kim Riffle is asking to have the Disc Golf Course named "The John "RIFF" Riffle Memorial Disc Golf Course in honor of her husband.



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CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date September 17, 2018

Request Date of Meeting: September 25, 2018

Name: Kim E Riffle

Address: 1511 N. Florida Ave.
Alamogordo, New Mexico **ZIP** 88310

Phone Number: 575-430-0586

E-Mail Address: Kimriffle@msn.com

Item requested will be for: (Please check one)

☐ **Information only**

☐ **Presentation**

X

Brief description of topic to be discussed:

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

We do not allow handouts at the meeting

I am asking the city to Name the new disc golf course in Alameda Park to honor my husband. My husband designed the course and passed away on August 18, 2018. I would like to present my families idea of a map of the course with the name "The John "RIFF" Riffle Memorial Disc Golf Course. Thank younfor your considerstion in this.

Signature: Kim E Riffle

Please return to: Rachel Hughs, City Clerk
City of Alamogordo
1376 E. 9th Street
Alamogordo, NM 88310

Phone: (575) 439-4205

Fax: (575) 439-4396

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

Revised 10/13/2017

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/17/2018

Report No: 10.

Submitted By: Mark Threadgill

Subject: Consider, and act upon, a payment extension of water bill in the amount of \$2,361.70. (*Cecilia Lucero, Property Owner*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: In the past Commission has authorized a payment plan for one year.

Background: Mrs. Lucero has outstanding utility bills (801 Third St.) totaling \$2,361.70 (bills dated 06/19/17, 07/17/17 and a final bill dated 08/01/17). It appears that Mrs. Lucero had very high water usage during June and July 2017 not all of which can be attributed to continuous consumption. Customer Service did deliver a courtesy notice to the service address in July 2017 informing the customer of a continuous consumption event. However the majority of the water use was during periods in which there was no indication of continuous consumption.

We did advise Mrs. Lucero that if she had a leak she could file for a leak abatement. Mrs. Lucero was not sure why the usage was so high. Mrs. Lucero has not applied for a leak abatement.

Mrs. Lucero did want to enter into a payment plan for the outstanding amount but as a property owner staff only offers 6 months to pay. She stated she could only pay \$50.00 per month (payoff time would be 47 months at \$50.00 per month).

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CITY CLERK



City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 9/12/18

Request Date
of Meeting:

September 25th

Name:

Cecelia Lucero

Address:

502 Padilla Ln

Tularosa N.M. ZIP 88352

Phone Number:

(575) 443-4082

E-Mail Address:

Item requested will be for: (Please check one)

☐ Information only

☐ Presentation

Brief description of topic to be discussed:

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

We do not allow handouts at the meeting

I would like to get in the agenda due to I'm not able to pay the amount ^{of \$} 2361.70 which my son Johnny Lucero & Chrissy Sales did not pay. Mark gave me 6 month's to pay in payments but unable I am

Signature

Cecelia Lucero

Please return to:

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

Phone: (575) 439-4205

Fax: (575) 439-4396

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

Revised 10/13/2017

Unable to pay it due to I'm on Social Security.
I let them live there for free they were to
Keep the place and keep it neat for free of Rent
They were responsible for the utilities I know I
Should ~~off~~ put it in writing but I had faith in
Them, I don't know how the city let this water
bill go to this amount. I know when I was
living at this address they would never allow
for my bill to even be past due. I believe there
must have been a leak, for it to get this high.
I would appreciate it if you would please
~~let me~~ extend my payment because like I
said I'm in a extended Income, the most I
would be able to Afford is \$50.00 a month.
Also when at times my son didn't pay the bill on time
they would call me and I would ~~pay it for them~~ for them.

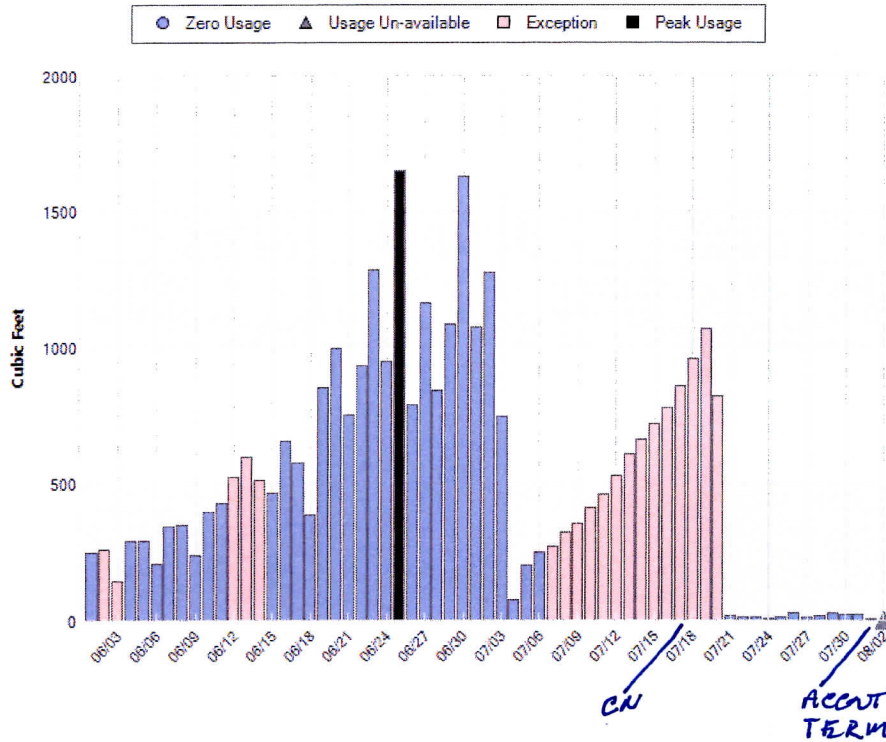
Thank you
Consideration
Cecelia Lucero



Account#:	014661010754WA00CF	Utility:	Alamogordo, NM
Name:	LUCERO, CECILIA OR J	Cycle:	06
Meter ID:	00621807	Route:	50
MIU SN:	2045320	Sequence:	013000
Address:	<u>801 THIRD ST</u>	City, State:	Alamogordo, NM
		Period:	6/1/2017 - 8/1/2017

Peak consumption of 1648 cubic feet occurred during the day of 06/25/17

Current Read: 59763 **Read Time:** 8/1/2017 12:00:00 AM
Graph Date: 9/17/2018 12:23:46 PM



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/21/2018

Report No: 11.

Submitted By: Stella Rael

Subject: Consider , and act upon first publication of Ordinance No. 1578 , Case: Z-2018-0002 (A), Cottonwood West, Replat B, Lots 1 -46 to change zoning from R-1 Single Family Dwelling District to R-4 Multiple Family Dwelling District. (*City Attorney, Petria Schreiber*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Consider, and act upon first publication of Ordinance No. 1578, Case: Z-2018-0002 (A), Cottonwood West, Replat B, Lots 1-46 to change zoning from R-1 Single Family Dwelling District to R-4 Multiple Family Dwelling District (*City Attorney Petria Schreiber*)

ORDINANCE No. 1578

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS COTTONWOOD WEST, REPLAT B, LOTS 1-46, ALAMOGORDO, OTERO COUNTY, NEW MEXICO FROM THE PRESENT DESIGNATION AND ZONING DISTRICT OF R-1 SINGLE FAMILY DWELLING TO R-4 MULTIPLE-FAMILY DWELLING, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, First Baptist Church (hereinafter referred to as "the Owner") is the owner of certain real property commonly known as, COTTONWOOD WEST, LOTS 1-46, REPLAT B, 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-2018-0002(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-4, Multiple-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:

COTTONWOOD WEST, LOTS 1-46, REPLAT B,

Is hereby changed from R-1, Single Family Dwelling District to R-4, Multiple-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



City of Alamogordo

City Commission



ZONING CASE

Z-2018-0002(A) COTTONWOOD WEST, REPLAT B, LOTS 1-46

Petria Schreiber, City Attorney
September 25, 2018

City Commission

Case Z-2018-0002(A) – First Baptist Church

Case: Z-2018-0002(A)

Request:

The applicant is requesting that the city amend the zoning map to change the zoning of property from R-1 to R-4 with legal description: COTTONWOOD WEST, REPLAT B, LOTS 1-46, ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

Owner(s)/Applicant:

First Baptist Church of Alamogordo
1100 Michigan Ave.
Alamogordo, NM 88310

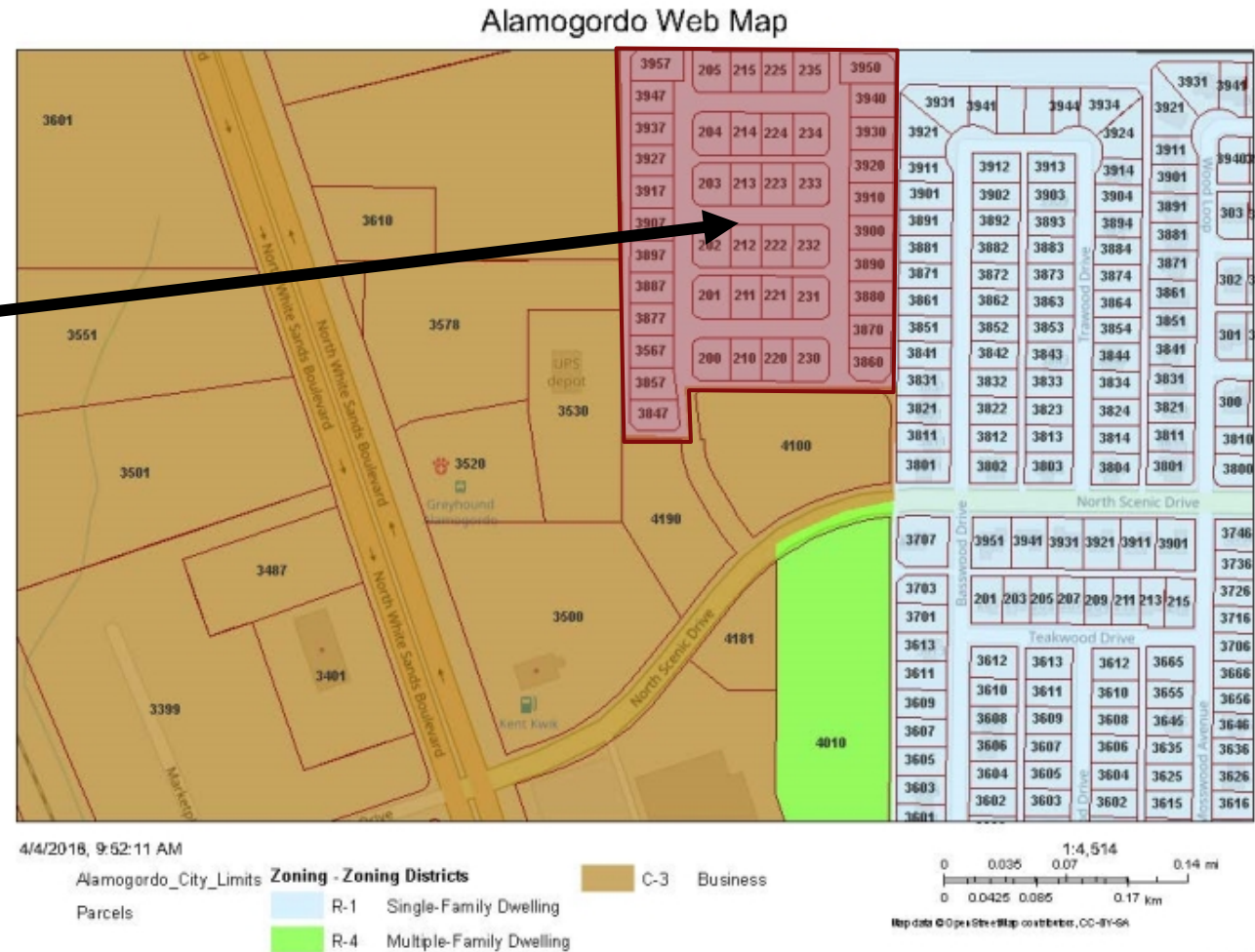
Case: Z-2018-0002(A)

Tonight's Case –
example zoning



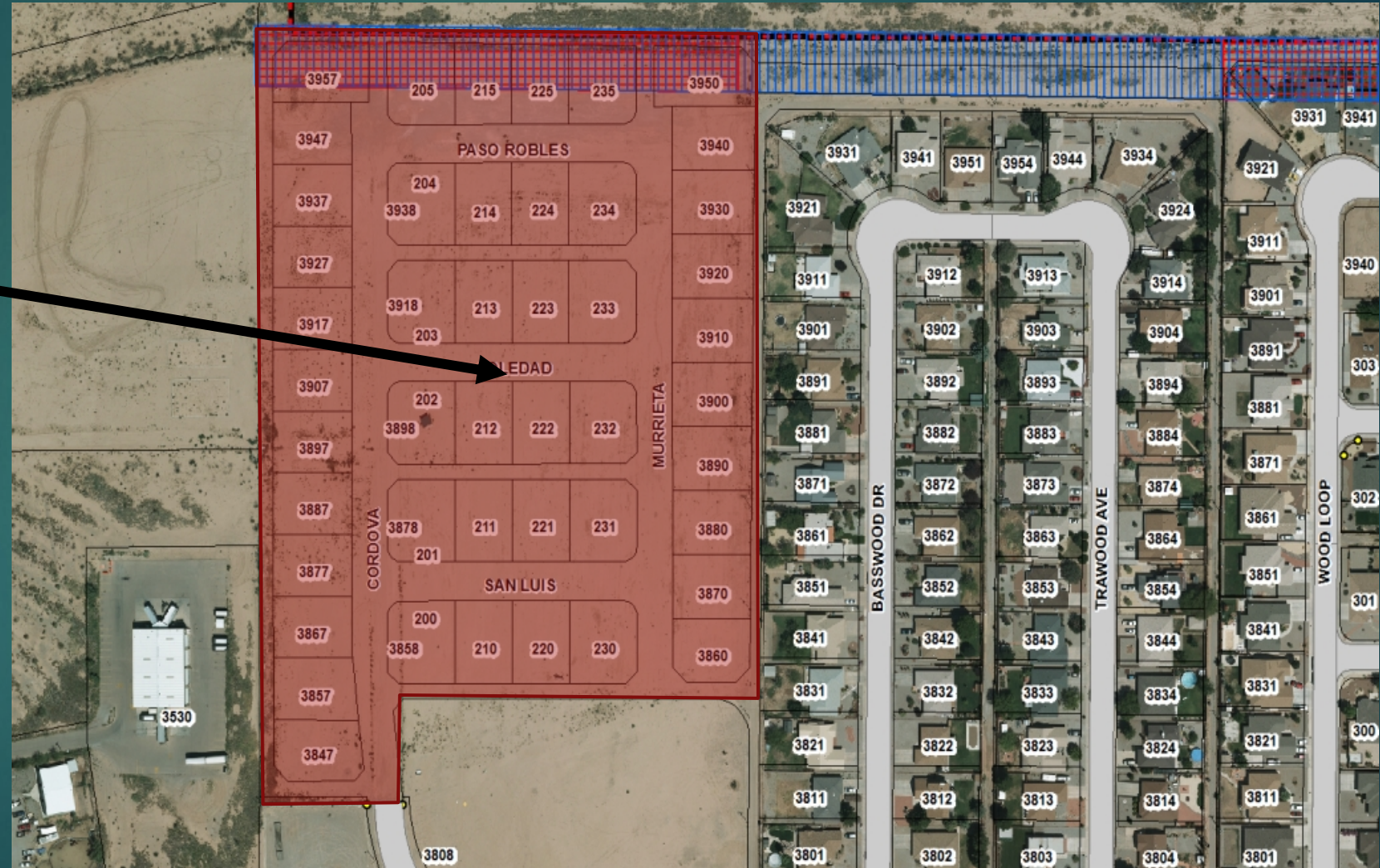
Case: Z-2018-0002(A)

Tonight's Case
-surrounding zoning



Case Z-2018-0002(A)

Tonight's Case
- Satellite view



Case: Z-2018-0002(A)

Findings of Fact

- ◆1. The property is located at within the city limits
- ◆2. The property is owned by First Baptist Church
- ◆3. The request is to amend the zoning map to change the zoning from R-1 Single Family Dwelling to R-4 Multiple Family Dwelling District.
- ◆4. The application was filed on March 1, 2018
- ◆5. A legal notice was published March 11, 2018.
- ◆6. Forty (40) letters were mailed by certified/return receipt to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, for which the zoning is sought. Of note, the radius in this case was based off of corner of property, not center of property per normal.
- ◆7. Fifteen letters were returned undeliverable. We received a total of forty two (42) letters and emails of opposition from both within and outside of protest radius.

Case: Z-2018-0002(A)

Findings of Fact

- ◆ 8. Since first hearing at April's P&Z Commission meeting; applicant and developer's representative met with City Staff to discuss options.
- ◆ 9. Applicant and developer agreed to the following proposed conditions:
 - a. Buildings shall be no more than two stories tall.
 - b. The development will be a gated community.
 - c. Purchase or rental prices will be set targeting citizens with an income of 100% of the median area income (approx. \$46K a year) and above.
 - d. Any development started must be completed and not left in an unfinished state for an unreasonable time.
 - e. These apartments shall not revert or qualify for Section 8 housing, at any time.
 - f. A space of no less than 75 feet between the rear wall of the residences on the west side of Basswood Drive and the east wall of any buildings over one story tall.

Case: Z-2018-0002(A)

Findings of Fact (continued)

- ◆ 10. Applicant and developer agreed to share information with Cottonwood Heights community members .
- ◆ 11. An additional set of informal letters were sent to protest area plus previous respondents with addresses to notify of update Planning & Zoning meeting on July 12th.

Case: Z-2018-0002(A)

11

Findings of Fact (continued)

- ◆ 16. Case was heard twice at P&Z Commission, April 5th and July 12th
- ◆ 17. P&Z Commission recommended approval with conditions listed in item #9

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CITY CLERK

Dear Alamogordo City Commissioners,

We reside in Cottonwood Heights Subdivision, District 2 of Alamogordo City, and write to voice our opposition to the proposed rezoning and development of the property owned by First Baptist Church located within Cottonwood Heights West Subdivision, Lots 1-46, Replat B from R1 to R4 zoning.

The proposal to rezone Cottonwood Heights West Subdivision presents significant changes to a well-established, intact neighborhood that is considered prime real estate. This will negatively change the property value of our homes as stated by local mortgage lenders, appraisers, brokers, and subdivision developers, all of whom we have conferred with regarding this rezone. A R4 rezone will change the culture, nature and environment of our neighborhood by moving it from a low density (established) population to a high-density (transitory) population with the developer's targeted population being temporary occupants staying approximately 3 – 6 months on average; most of whom have no intention of becoming future City of Alamogordo citizens. Traffic will increase daily up to 600 or more vehicles from the 270 unit complex through a constricted entrance/ exit onto Scenic Drive less than 1/10 of a mile from other high vehicle traffic businesses, (Lowe's and Texaco customers & 18 wheeler entrances/exits); which also merges with traffic from 500 other property owners in Cottonwood Heights and Tierra Vista subdivisions. Noise levels will rise significantly in our living space and are of huge concern during the night time hours with the developer's vision of "centric social living" focused on an extensive outdoor entertainment area that includes a full basketball court area, beach volleyball area, corn hole tournament area, swimming pool, hot tub, grilling areas and clubhouse. This translates to Cottonwood Heights residents as a "party hub" for interim apartment dwellers and their area friends.

Alamogordo's recently adopted 2018 Comprehensive Plan (20 year vision) identified prime locations for this "mixed use land redevelopment" as the Desert Lakes golf course area and the vacant land located by Panorama & South Florida (p. 42) as their short-term two year goal. Additionally, we believe that this (urban-type) apartment complex would certainly better serve Alamogordo community if it were built by the Family Fun Center, Aviator 10 Theater, and new Hilton Garden 2 hotel, since these locations do not directly link into any established subdivision's resident homes. Another location currently being considered by apartment developers is the land behind the new car wash on White Sands Blvd which would allow apartment dwellers the option of walking to many restaurants, social establishments and the convenience of a nearby Walmart Super Center. Furthermore, we feel these apartments should not be built with only a 75 foot buffer zone from the fence line of a single family neighborhood. The buffer zone conditioned by City Commissioners 11/2002 in the Lowe's rezone of Lot 3; Silver subdivision provided many, many more feet for south side Basswood Drive residents.

To honor the faith placed in all of you as representatives of the people, we urge each of you to reject the City Planner and P & Z Committee proposal to rezone our subdivision. Vote "NO" and stand with the residents of Cottonwood Heights. We are not collateral damage; but people who have served or are serving our county and fought wars; we have served our city as small business owners, teachers, doctors, nurses, administrators, service providers and wage-earners for the benefit of city society; we are citizens who have brought skills, abilities and efforts to this community that have significantly contributed to the lives and welfare of all Alamogordo and its surrounding citizenry.

Please do not forsake us!

Sincerely,
Cottonwood Heights Subdivision residents

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SEP 17 2018

CITY CLERK

Population Demographics

Cottonwood Heights, Tierra Bella and

Concerned Community Members who oppose the rezoning

(within our subdivision) of Lots 1-46, Replat B,

R1 Single family homes

~ Homes Not Yet Contacted: 48

~ Homes Vacant - For Sale/For Rent; or Vacant lot: 38

~ Signatures reflect composite from Basswood Drive to Ironwood and Cottonwood Drive to Tierra Bella.

- Age Group: Adult to 93
- Military History: Veterans, Disabled Veterans,
Active Duty Military, & Non Military
- Ratio: Approximately 2:1 Military home owners/Non military
- Gender: Male & Female
- Ethnicity: White, Hispanic, African American, Asian & other
- Concerned community members signed to support:
 - a. Parent(s)
 - b. Son
 - c. Daughter
 - d. Fiancé
 - e. Friend / Co-worker
 - f. Property owner of home within the subdivision

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SEP 17 2018

CITY CLERK

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE**FROM R1 (single family) to R4 (apartments)**

- | | | | | |
|-----|------------------------|---|--|--|
| 1. | <u>9/10/18</u>
Date | <u>DAVID SYSE</u>
Name (Printed) | <u>3540 ROSEWOOD AVE</u>
Address (No P.O. Box) | <u>David J. Syse</u>
Signature |
| 2. | <u>9/12/18</u>
Date | <u>Marchella Carrington</u>
Name (Printed) | <u>3517 Driftwood Ave</u>
Address (No P.O. Box) | <u>Marchella Carrington</u>
Signature |
| 3. | <u>9/12/18</u>
Date | <u>Gilbert Parra</u>
Name (Printed) | <u>3529 Rosewood</u>
Address (No P.O. Box) | <u>Gilbert Parra</u>
Signature |
| 4. | <u>9/12/18</u>
Date | <u>Sadie A. Parra</u>
Name (Printed) | <u>3529 Rosewood</u>
Address (No P.O. Box) | <u>Sadie A. Parra</u>
Signature |
| 5. | <u>9/12/18</u>
Date | <u>Brenda Sanders</u>
Name (Printed) | <u>803 Windwood Dr.</u>
Address (No P.O. Box) | <u>Brenda Sanders</u>
Signature |
| 6. | <u>9/12/18</u>
Date | <u>Kevin Reid</u>
Name (Printed) | <u>3970 Woodloop</u>
Address (No P.O. Box) | <u>Kevin Reid</u>
Signature |
| 7. | <u>9/14/18</u>
Date | <u>Robert Ruge</u>
Name (Printed) | <u>19 Arabian, La Luz</u>
Address (No P.O. Box) | <u>Robert Ruge</u>
Signature |
| 8. | <u>9/14/18</u>
Date | <u>Katrina Rush</u>
Name (Printed) | <u>16 Poplar Dr.</u>
Address (No P.O. Box) | <u>Katrina Rush</u>
Signature |
| 9. | <u>9/14/18</u>
Date | <u>Kelly Cunningham</u>
Name (Printed) | <u>3300 Airport Rd A-15</u>
Address (No P.O. Box) | <u>Kelly Cunningham</u>
Signature |
| 10. | <u>9/14/18</u>
Date | <u>Kenneth E. Gyles</u>
Name (Printed) | <u>253 Tulie St Rd</u>
Address (No P.O. Box) | <u>Kenneth E. Gyles</u>
Signature |
| 11. | <u>9/14/18</u>
Date | <u>Amber Wails</u>
Name (Printed) | <u>1405 Roosevelt Ave.</u>
Address (No P.O. Box) | <u>Amber Wails</u>
Signature |
| 12. | <u>9/14/18</u>
Date | <u>Richard Gomez</u>
Name (Printed) | <u>1706 Gilkey</u>
Address (No P.O. Box) | <u>Richard Gomez</u>
Signature |
| 13. | <u>9/14/18</u>
Date | <u>Richard Gomez</u>
Name (Printed) | <u>1906 Hwy 54 S #14</u>
Address (No P.O. Box) | <u>Richard Gomez</u>
Signature |

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons:

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

14	8/11/18	Floisa Schwelke	3726 Mosswood Ave	Eloisa Schwelke
	Date	Name (Printed)	Address (No P.O. Box)	Signature
15	8/11/18	DANIEL SCHWELKE	3726 MOSSWOOD AVE.	Daniel Schwelke
	Date	Name (Printed)	Address (No P.O. Box)	Signature
16	8/11/18	Summita Danielson	3555 Mosswood Ave	Summita Danielson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
17	8/11/18	Christopher Danielson	3555 Mosswood Ave	Christopher Danielson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
18	8/27/18	Norman Dale Lindberg Jr	3721 Fernwood Ave.	Norman Dale Lindberg Jr
	Date	Name (Printed)	Address (No P.O. Box)	Signature
19	8/27/18	Daniel Arnal	3621 Fernwood Ave	Daniel Arnal
	Date	Name (Printed)	Address (No P.O. Box)	Signature
20	8/27/18	Lucas Boyer	3581 Fernwood	Lucas Boyer
	Date	Name (Printed)	Address (No P.O. Box)	Signature
21	8/27/18	Denzamin Heinzmann	3531 Fernwood	Denzamin Heinzmann
	Date	Name (Printed)	Address (No P.O. Box)	Signature
22	8/27/18	Jasmin Heinzmann	3531 Fernwood	Jasmin Heinzmann
	Date	Name (Printed)	Address (No P.O. Box)	Signature
23	8/28/18	Kenneth LeClair	3971 Wood Loop	Kenneth LeClair
	Date	Name (Printed)	Address (No P.O. Box)	Signature
24	8/28/18	WAYLAND NATH	3714 Ironwood Dr	Wayland Nath
	Date	Name (Printed)	Address (No P.O. Box)	Signature
25	8/28/18	KRISHNA VENI SINATHAMBY	3714 Ironwood Dr	Krishna Veni Sinathamby
	Date	Name (Printed)	Address (No P.O. Box)	Signature
26	8/28/18	Christopher Urquidez	3644 Ironwood dr	Christopher Urquidez
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE

FROM R1 (single family) to R4 (apartments)

27	8/20/18	GABRIEL WADE	3550 ROSEWOOD AVE	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
28	8/20/18	MICHAEL WADE	3550 ROSEWOOD AVE	Signature
	Date	Name (Printed)	Address (No P.O. Box)	Signature
29	8/20/18	Loretta Wolf	3659 Rosewood Ave.	Loretta Wolf
	Date	Name (Printed)	Address (No P.O. Box)	Signature
30	8/20/18	Brian Mirabal	3659 Rosewood Ave.	Brian Mirabal
	Date	Name (Printed)	Address (No P.O. Box)	Signature
31	8/20/18	ALBERT SIMON	360 COTTONWOOD DR	Albert Simon
	Date	Name (Printed)	Address (No P.O. Box)	Signature
32	8/21/18	Cynthia Miller	350 Cottonwood Dr.	Cynthia Miller
	Date	Name (Printed)	Address (No P.O. Box)	Signature
33	8/21/18	Deborah Furphy	330 Cottonwood Dr	Deborah Furphy
	Date	Name (Printed)	Address (No P.O. Box)	Signature
34	8/21/18	Janet Towle	310 COTTONWOOD DR	Janet Towle
	Date	Name (Printed)	Address (No P.O. Box)	Signature
35	8/21/18	EVERETT TOWLE	310 COTTONWOOD DR	Everett Towle
	Date	Name (Printed)	Address (No P.O. Box)	Signature
36	8/21/18	Donald Cook	216 Cottonwood Dr	Donald Cook
	Date	Name (Printed)	Address (No P.O. Box)	Signature
37	8/21/18	Sandra Carlton	216 Cottonwood	Sandra Carlton
	Date	Name (Printed)	Address (No P.O. Box)	Signature
38	8/21/18	Oscar Jackson	214 Cottonwood	Oscar Jackson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
39	08/21/18	Yanneli Jackson	214 Cottonwood DR.	Yanneli Jackson
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE

FROM R1 (single family) to R4 (apartments)

40	8/19/18	Jeremiah Horne	3527 DRIFTWOOD Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
41	1/1	Russell Horne	3527 Driftwood Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
42	8/19/18	Ross Cox	3537 DRIFTWOOD	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
43	8/19/18	THERESE COX	3537 DRIFTWOOD	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
44	1/1	Ivonne G. Orta	3557 Driftwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
45	8/19/18	TRACEY DELTON	3607 DRIFTWOOD	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
46	8/19/18	Colleen Wilkey	3627 Driftwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
47	8/19/18	Joe Wilkey	3627 DRIFTWOOD	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
48	8/19/18	[Signature]	3648 Cottonwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
49	8/19/18	Kari Doble	3657 DRIFTWOOD AVE	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
50	8/19/18	Chad Doble	3657 Driftwood Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
51	8/20/18	Tyler Maupin	3647 Driftwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
52	8/20/18	Eddie Thompson	3558 Driftwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE

FROM R1 (single family) to R4 (apartments)

53	8/19/2018	ARLIE E ANDERSON	3667 Driftwood	Arlie E Anderson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
54	8/19/2018	NEIL BOTTEGA	3717 DRIFTWOOD	Neil Bottega
	Date	Name (Printed)	Address (No P.O. Box)	Signature
55	8/19/18	Jean Dutra	3727 Driftwood	Jean Dutra
	Date	Name (Printed)	Address (No P.O. Box)	Signature
56	8/19/18	LARRY MYLES	3803 Driftwood	Larry A Myle
	Date	Name (Printed)	Address (No P.O. Box)	Signature
57	8/19/18	ASHA MERRILL	3803 DRIFTWOOD AVE	ASHA MERRILL
	Date	Name (Printed)	Address (No P.O. Box)	Signature
58	8/19/18	JEROME DEMANUEL	3812 DRIFTWOOD	J. Demanuel
	Date	Name (Printed)	Address (No P.O. Box)	Signature
59	8/19/18	EVANGELINE DEMANUEL	3812 DRIFTWOOD	E. Demanuel
	Date	Name (Printed)	Address (No P.O. Box)	Signature
60	8/19/18	Pamela R. Kiser	3802 Driftwood Ave	Pamela R. Kiser
	Date	Name (Printed)	Address (No P.O. Box)	Signature
61	8/20/18	Jennifer Taylor	3518 Driftwood Ave	Jennifer Taylor
	Date	Name (Printed)	Address (No P.O. Box)	Signature
62	1/1	STEPHEN A. CLEMENTS	3603 IRONWOOD	Stephen A. Clements
	Date	Name (Printed)	Address (No P.O. Box)	Signature
63	8/20/18	Judith A. Clements	3603 Ironwood	Judith A. Clements
	Date	Name (Printed)	Address (No P.O. Box)	Signature
64	8/20/18	Michael Espino	3501 Fernwood Ave	Michael Espino
	Date	Name (Printed)	Address (No P.O. Box)	Signature
65	8/20/18	David C. Wade	3550 Rosewood Ave	David C. Wade
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

66	9/7/18	Maurice Arredondo	3621 Fernwood Ave	Maurice Arredondo
	Date	Name (Printed)	Address (No P.O. Box)	Signature
67	9/7/18	Mario Brockington	3541 Fernwood Ave	Mario Brockington
	Date	Name (Printed)	Address (No P.O. Box)	Signature
68	9/7/18	Elaine Tucker	3504 Ironwood	Elaine Tucker
	Date	Name (Printed)	Address (No P.O. Box)	Signature
69	9/7/18	Mark D. D. 2012	3521 Fernwood	Mark D. D. 2012
	Date	Name (Printed)	Address (No P.O. Box)	Signature
70	9/7/18	Joshua Crutchfield	3512 Fernwood	Joshua Crutchfield
	Date	Name (Printed)	Address (No P.O. Box)	Signature
71	9/7/18	Tina M. Deo	320 Cottonwood Ave	Tina M. Deo
	Date	Name (Printed)	Address (No P.O. Box)	Signature
72	9/7/18	Leo Jandy	220 Cottonwood	Leo Jandy
	Date	Name (Printed)	Address (No P.O. Box)	Signature
73	9/7/20	Deanne Jandy	220 Cottonwood	Deanne Jandy
	Date	Name (Printed)	Address (No P.O. Box)	Signature
74	9/7/18	Barbara Turpin	204 Cottonwood	Barbara Turpin
	Date	Name (Printed)	Address (No P.O. Box)	Signature
75	9/8/18	Adriana Barnes Smith	4240 Wood Loop	Adriana Barnes Smith
	Date	Name (Printed)	Address (No P.O. Box)	Signature
76	9/8/18	Salvador Smith	4240 Wood Loop	Salvador Smith
	Date	Name (Printed)	Address (No P.O. Box)	Signature
77	9/8/18	Tack Ross	4241 Wood Loop	Tack Ross
	Date	Name (Printed)	Address (No P.O. Box)	Signature
78	9/8/18	Jessica Ross	4241 Wood Loop	Jessica Ross
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

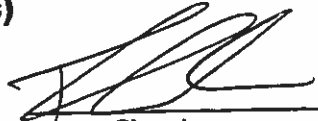
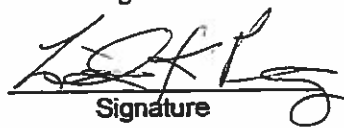
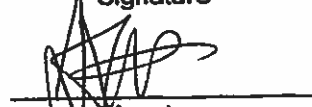
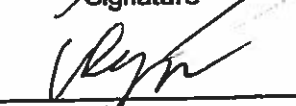
OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

79	9/16/18	Charles Dwyer	205 Tackwood Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
80	9/16/18	Courtney Seenaath	3509 Rosewood Ave	Courtney Seenaath
	Date	Name (Printed)	Address (No P.O. Box)	Signature
81	9/16/18	Carolyn Rock	3528 Driftwood Ave	Carolyn Rock
	Date	Name (Printed)	Address (No P.O. Box)	Signature
82	9/16/18	Ceniza Fletcher	3617 Driftwood Ave	Ceniza Fletcher
	Date	Name (Printed)	Address (No P.O. Box)	Signature
83	9/16/18	David Fletcher	3617 Driftwood	David Fletcher
	Date	Name (Printed)	Address (No P.O. Box)	Signature
84	9/16/18	Stephanie Durbin	3708 Driftwood	Stephanie Durbin
	Date	Name (Printed)	Address (No P.O. Box)	Signature
85	9/16/18	Bryan Scott Robb	3737 Driftwood	Bryan Scott Robb
	Date	Name (Printed)	Address (No P.O. Box)	Signature
86	9/16/18	Margaret & Mark	3748 Driftwood	Margaret & Mark
	Date	Name (Printed)	Address (No P.O. Box)	Signature
87	9/14/18	Elliott Medina	3813 Driftwood Driftwood	Elliott Medina
	Date	Name (Printed)	Address (No P.O. Box)	Signature
88	9/17/18	Gerald E. Grant	3741 Fernwood A	Gerald E. Grant
	Date	Name (Printed)	Address (No P.O. Box)	Signature
89	9/18/18	ALICE R. GONZALES	3642 FERNWOOD AVE	Alice R. Gonzales
	Date	Name (Printed)	Address (No P.O. Box)	Signature
90	9/18/18	Victoria Gonzales	3642 Fernwood	Victoria Gonzales
	Date	Name (Printed)	Address (No P.O. Box)	Signature
91	9/18/18	Wendy Nemeth	3602 Fernwood	Wendy Nemeth
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

92	9/4/18	Brian W. Crook	3831 Wood Loop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
93	9/4/18	Angela L. Crook	3831 Wood Loop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
94	9/4/18	Hila Nelson	3851 WOOD LOOP	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
95	9/4/18	Robert Trevizo	3871 Wood Loop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
96	9/4/18	Crystal Trevizo	3871 Wood Loop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
97	9/4/18	MICHAEL KAST	3881 WOOD LOOP	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
98	9/4/18	LINDA PENNING	352 Wildwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
99	9/4/18	Adelin Schauer	412 Wildwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
100	9/4/18	Adriana Fierro	442 Wildwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
101	9/4/18	LASON HILME	342 Wildwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
102	9/4/18	Jose Aguilar	342 450 BENTWOOD	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
103	9/4/18	Antonio Lozano	450 BENTWOOD	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
104	9/4/18	Wagner Christina	451 BENTWOOD	
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE

FROM R1 (single family) to R4 (apartments)

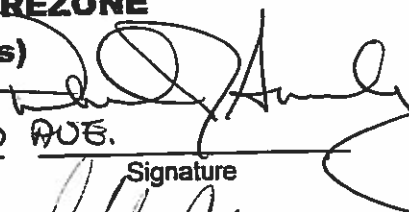
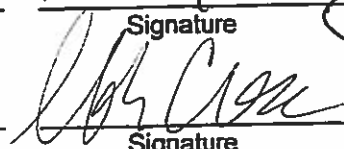
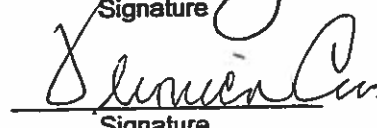
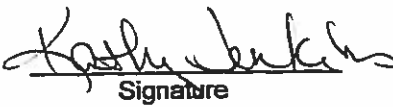
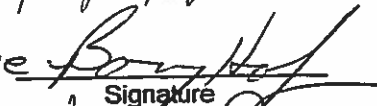
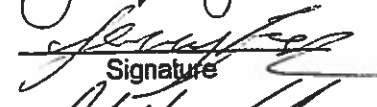
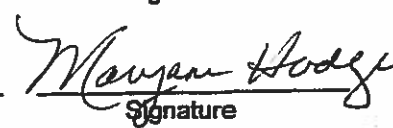
105	9/7/18	David Hoyt	3940 Woodloop	David Hoyt
	Date	Name (Printed)	Address (No P.O. Box)	Signature
106	9/8/18	Corritta Hoyt	3940 Wood Loop	Corritta Hoyt
	Date	Name (Printed)	Address (No P.O. Box)	Signature
107	9/8/18	William Yeater	3960 Wood Loop	William Yeater
	Date	Name (Printed)	Address (No P.O. Box)	Signature
108	9/8/18	John Perelas	3941 Wood Loop	John Perelas
	Date	Name (Printed)	Address (No P.O. Box)	Signature
109	9/8/18	Erin McGuire	4030 Wood Loop	Erin McGuire
	Date	Name (Printed)	Address (No P.O. Box)	Signature
110	9/8/18	MICHAEL MCGUIRE	4030 Wood Loop	MICHAEL MCGUIRE
	Date	Name (Printed)	Address (No P.O. Box)	Signature
111	9/8/18	Barbara M. Miller	3961 Wood Loop	Barbara M. Miller
	Date	Name (Printed)	Address (No P.O. Box)	Signature
112	9/8/18	Steve Miller	3941 Wood Loop	Steve Miller
	Date	Name (Printed)	Address (No P.O. Box)	Signature
113	9/10/18	Teresa Hockman	3862 Bosswood Dr	Teresa Hockman
	Date	Name (Printed)	Address (No P.O. Box)	Signature
114	9/10/18	Pete Scaggs	2543 Tren Lrgos	Pete Scaggs
	Date	Name (Printed)	Address (No P.O. Box)	Signature
115	09/13/18	Holly Dear	3012 Thunder Rd	Holly Dear
	Date	Name (Printed)	Address (No P.O. Box)	Signature
116	09/13/18	JG Massey	415 Saturn Circle	JG Massey
	Date	Name (Printed)	Address (No P.O. Box)	Signature
117	09/13/18	Craig Hunter	1153 San Miguel St	Craig Hunter
	Date	Name (Printed)	Address (No P.O. Box)	Signature

Just a few Lines, I'm not against Low
Income Housing, but how can you
even consider Low Income Housing next
to a Truck Stop. This will only
increase the crime in Alameda
+ decrease the value in our Neighbor
hood. Thank You.
Barbara M. Miller
575-437-9289

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

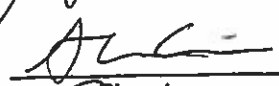
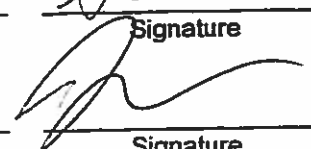
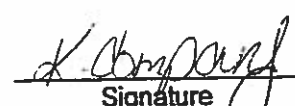
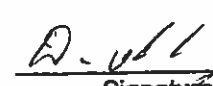
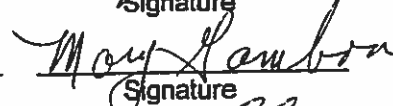
OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

118	9/5/18	DANIEL SONNENBERG	3641 FERNWOOD AVE.	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	
119	09/05/2018	Mocha Crain	3702 Fernwood Ave	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	
120	9/5/18	Erin Guynn	3712 Fernwood	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	
121	9/5/18	Veronica Cassios	3722 Fernwood	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	
122	9/5/18	Vick Sanders	3732 Fernwood	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	
123	9/5/18	Kathy Jenkins	3732 Fernwood	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	
124	9/5/18	Yarely Vega	3749 Rosewood AVE	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	
125	9/5/18	Barry Hodges	3700 Rosewood Ave	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	
126	9/5/18	Shayla Ilean	3700 Rosewood	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	
127	9/5/18	Jerry Lyman	3700 Rosewood	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	
128	9/5/18	Christopher Johns	3649 Rosewood Ave	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	
129	9/5/18	Lindsay Johns	3649 Rosewood Ave	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	
130	9/1/18	Maryann Hodges	3700 Rosewood	 Signature
	Date	Name (Printed)	Address (No P.O. Box)	

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

131	8/31/18	Bertha Hiddleson	413 Wildwood Dr.	Signature
	Date	Name (Printed)	Address (No P.O. Box)	
132	8/31/18	Jeffrey A. Hiddleson	413 Wildwood Dr.	Signature
	Date	Name (Printed)	Address (No P.O. Box)	
133	8/31/18	Alisha Gutierrez	340 Glacier Dr.	Signature
	Date	Name (Printed)	Address (No P.O. Box)	
134	8/31/18	David Gutierrez	340 Glacier Dr.	Signature
	Date	Name (Printed)	Address (No P.O. Box)	
135	8/31/18	Kim Company	373 Wildwood	Signature
	Date	Name (Printed)	Address (No P.O. Box)	
136	8/31/18	Daniel van der laan	333 Wildwood	Signature
	Date	Name (Printed)	Address (No P.O. Box)	
137	8/31/18	Jeff Sanders	323 Wildwood	Signature
	Date	Name (Printed)	Address (No P.O. Box)	
138	8/31/18	Justin Jefferson	322 Wildwood	Signature
	Date	Name (Printed)	Address (No P.O. Box)	
139	8/31/18	Melanie Jackson	413 Wildwood Dr.	Signature
	Date	Name (Printed)	Address (No P.O. Box)	
140	8/31/18	Mary Gamba	353 Wildwood Dr.	Signature
	Date	Name (Printed)	Address (No P.O. Box)	
141	8/31/18	Juladelaida Gamba	353 Wildwood Dr.	Signature
	Date	Name (Printed)	Address (No P.O. Box)	
142	9/4/18	Janu Campbell	3931 N. Scenic Dr.	Signature
	Date	Name (Printed)	Address (No P.O. Box)	
143	9/4/18	Matthew Campbell	3931 N. Scenic Dr.	Signature
	Date	Name (Printed)	Address (No P.O. Box)	

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons:

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

1448	11/11/18	THOMAS E FORD	203 TEAKWOOD DR		
	Date	Name (Printed)	Address (No P.O. Box)		Signature
458	11/14/18	MARY C. FORD	203 Teakwood Dr.		Mary C. Ford
	Date	Name (Printed)	Address (No P.O. Box)		Signature
148	11/16/18	DANIEL OLSEN	3602 CACASWOOD AV.		D. Olsen
	Date	Name (Printed)	Address (No P.O. Box)		Signature
478	11/16/18	Tatiana Uer	3739 Rosewood Ave		TU
	Date	Name (Printed)	Address (No P.O. Box)		Signature
1488	11/16/18	KATHARINA SIBERT	361 Brentwood		KS
	Date	Name (Printed)	Address (No P.O. Box)		Signature
448	11/16/18	Shirley Stevens	3669 Rosewood		Shirley Stevens
	Date	Name (Printed)	Address (No P.O. Box)		Signature
50	11/16/18	David Wolf	3659 Rosewood		David Wolf
	Date	Name (Printed)	Address (No P.O. Box)		Signature
518	11/16/18	Roxanne Esquivel	3639 Rosewood Ave		Roxanne Esquivel
	Date	Name (Printed)	Address (No P.O. Box)		Signature
528	11/16/18	Pete J. Esquivel Jr.	3639 Rosewood Ave.		Pete J. Esquivel Jr.
	Date	Name (Printed)	Address (No P.O. Box)		Signature
538	11/16/18	Pete J. Esquivel	3639 Rosewood Ave.		Pete J. Esquivel
	Date	Name (Printed)	Address (No P.O. Box)		Signature
548	11/16/18	Bruce R. Stewart	3619 Rosewood Ave		Bruce Stewart
	Date	Name (Printed)	Address (No P.O. Box)		Signature
558	11/16/18	STEPHANIE STEWART	3619 ROSEWOOD AVE		Stephanie Stewart
	Date	Name (Printed)	Address (No P.O. Box)		Signature
678	11/16/18	Erill Phillips	3559 Rosewood Ave		Erill Phillips
	Date	Name (Printed)	Address (No P.O. Box)		Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE

FROM R1 (single family) to R4 (apartments)

157	8/25/18	RUFUS HILLIARD	3913 TRAWOOD	Rufus Hilliard
	Date	Name (Printed)	Address (No P.O. Box)	Signature
158	8/25/18	ARNOLD ANAYA	3914 TRAWOOD	Arnold Anaya
	Date	Name (Printed)	Address (No P.O. Box)	Signature
159	8/25/2018	Johanna Gonzales	3864 Trawood Ave	Johanna Gonzales
	Date	Name (Printed)	Address (No P.O. Box)	Signature
160	8/25/18	Tom Gonzales	3864 Trawood Ave	Tom E. Gonzales
	Date	Name (Printed)	Address (No P.O. Box)	Signature
161	8/25/18	Carol Genest	3813 Trawood Ave	Carol Genest
	Date	Name (Printed)	Address (No P.O. Box)	Signature
162	8/21/18	Joanne Btte	3653 Ironwood Ave	Joanne Btte
	Date	Name (Printed)	Address (No P.O. Box)	Signature
163	8/31/18	Hannah Graves	3653 Ironwood Ave	Hannah Graves
	Date	Name (Printed)	Address (No P.O. Box)	Signature
164	9/1/18	Kevin Jordan	3950 Wood Loop	Kevin Jordan
	Date	Name (Printed)	Address (No P.O. Box)	Signature
165	9/1/18	Abigail Jordan	3950 Wood Loop	Abigail Jordan
	Date	Name (Printed)	Address (No P.O. Box)	Signature
166	9/3/18	DAVID SAVAGE	#6 LA SALA REPONDO	David Savage
	Date	Name (Printed)	Address (No P.O. Box)	Signature
167	9/6/18	Mary Ware	3901 Wood Loop	Mary Ware
	Date	Name (Printed)	Address (No P.O. Box)	Signature
168	9/6/18	LaurieAnn Goodier	3921 Wood Loop	LaurieAnn Goodier
	Date	Name (Printed)	Address (No P.O. Box)	Signature
170	9/7/18	Chang Hong Thuan	4121 Wood Loop	Chang Hong Thuan
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

171	8/24/18	Florence Hoskinson	453 Wildwood	Florence Hoskinson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
172	8/24/18	Darrell Hoskinson	453 Wildwood	Darrell Hoskinson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
173	8/24/18	Carlos Montanez	4171 Wood Loop	Carlos Montanez
	Date	Name (Printed)	Address (No P.O. Box)	Signature
174	8/24/18	Delia C. Montanez	4171 Wood Loop	Delia C. Montanez
	Date	Name (Printed)	Address (No P.O. Box)	Signature
175	8/26/18	Fernando Sanchez	433 Wildwood	Fernando Sanchez
	Date	Name (Printed)	Address (No P.O. Box)	Signature
176	8/26/18	Hiromi Carreon	423 Wildwood	Hiromi Carreon
	Date	Name (Printed)	Address (No P.O. Box)	Signature
77	8/26/18	Arko Fierro	442 Wildwood Dr	Arko Fierro
	Date	Name (Printed)	Address (No P.O. Box)	Signature
78	8/27/18	MARK JOHNSON	4121 Wood Loop	Mark Johnson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
79	8/27/18	Angela	4121 Wood Loop	Angela
	Date	Name (Printed)	Address (No P.O. Box)	Signature
80	8/27/18	Jason Dukes	4121 Wood Loop	Jason Dukes
	Date	Name (Printed)	Address (No P.O. Box)	Signature
81	8/30/18	Hugh H. Scovell	706 Teinra Bella Dr	Hugh H. Scovell
	Date	Name (Printed)	Address (No P.O. Box)	Signature
82	8/30/18	Rebecca Roberts	452 Wildwood	Rebecca Roberts
	Date	Name (Printed)	Address (No P.O. Box)	Signature
83	8/31/18	RYAN JACKSON	403 WILDWOODS DR	Ryan Jackson
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE

FROM R1 (single family) to R4 (apartments)

1849, 4, 18	<u>Winter Ulrike</u>	<u>426 Tierra Bella Dr.</u>	<u>Winter</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature
1859, 4, 18	<u>Michelle Lawrence</u>	<u>417 Tierra Bella Dr.</u>	<u>Michelle Lawrence</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature
1869, 4, 18	<u>Tim Krail</u>	<u>407 Tierra Bella</u>	<u>Tim Krail</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature
1879, 4, 18	<u>Eric Janski</u>	<u>409 San Simon Dr.</u>	<u>Eric Janski</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature
1889, 4, 18	<u>Amie Janski</u>	<u>409 San Simon Dr.</u>	<u>Amie Janski</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature
1899, 4, 18	<u>Lindsey Moneypermy</u>	<u>459 San Simon Dr.</u>	<u>Lindsey Moneypermy</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature
1909, 4, 18	<u>Danielle Pank</u>	<u>418 SAN SIMON DR</u>	<u>Danielle Pank</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature
1919, 4, 18	<u>MARCEL PANK</u>	<u>418 San Simon Dr.</u>	<u>Marcel Pank</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature
1929, 4, 18	<u>Michael Cartone</u>	<u>4116 Tierra Bella Dr.</u>	<u>Michael Cartone</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature
1939, 4, 18	<u>Melanie Cartone</u>	<u>4116 Tierra Bella Dr.</u>	<u>Melanie Cartone</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature
1949, 4, 18	<u>Matthew Adams</u>	<u>456 Tierra Bella Dr.</u>	<u>Matthew Adams</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature
1959, 4, 18	<u>Natalie Peete</u>	<u>436 Tierra Bella Dr.</u>	<u>Natalie Peete</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature
1969, 4, 18	<u>Brian Peete</u>	<u>436 Tierra Bella Dr.</u>	<u>Brian Peete</u>
Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

197	8/19/18	Jason Maughan	3738 Driftwood Ave	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
198	8/19/2018	Will Holler	3868 Driftwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
199	8/19/2018	Amber Hurd	3664 Driftwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
200	8/19/18	Adan Carmona	3658 Driftwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
201	8/19/2018	Dele'e Carmona	3658 Driftwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
202	8/19/2018	Cathy Ross	3625 Driftwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
203	8/19/2018	Kilpatrick Kelly	3618 Driftwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
204	8/19/2018	Caroline Gonzalez	3608 Driftwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
205	8/19/2018	William T. Ryan	3548 Driftwood Ave	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
206	8/19/2018	David D. Gonzalez	3608 Driftwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
207	8/19/2018	Ernest A Rock	3528 Driftwood Ave	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
208	8/19/2018	Daniel L Taylor	3518 Driftwood Ave	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
209	8/19/2018	Peter J. Forcetta	3507 Driftwood Ave	
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

210	8/13/18	Carrie Halpin	437 Tierra Bella	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
211	8/15/18	OMAR DELGADO	446 TIERRA BELLA DR	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
212	8/15/18	Theresa Delgado	446 Tierra Bella	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
213	8/15/18	Janet Cooper	4051 Wood Loop	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
214	8/15/18	Ken Cooper	4051 Wood Loop	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
215	8/15/18	Lailani Sisson	3810 Wood Loop	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
216	8/15/18	Jonathan Goff	3810 Wood Loop	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
217	8/15/18	Forrest Sisson	3810 Wood Loop	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
218	8/15/18	Placida Stanton	3810 Wood Loop	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
219	8/15/18	STEVEN C. RAHN	3941 N. SCENE	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
220	8/15/18	Anthony Hunter	3801 Basswood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
221	8/22/18	Bill Turner Jr.	4040 Wood Loop	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
222	8/23/18	LISA LEEK	4050 Wood Loop	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

223	08/17/2018	Steve Dean	467 Tierra Bella	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
224	08/17/18	Pat Franzen	11 Solana Dr.	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
225	08/17/18	George Goss	335 1805 Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
226	8/20/18	Sandra Boyer	3551 Fernwood Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
227	8/20/18	Lucas Boyer	3551 Fernwood Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
228	8/20/18	Sheryl Leach	1739 Van Ct	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
229	8/23/18	Joseph WAE	3901 Wood Loop	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
230	8/23/18	Robin Leclair	3971 Wood Loop	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
231	8/23/18	Linda Frey	2309 Union Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
232	8/23/18	ANN SMITH	473 WILDWOOD DR	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
233	8/23/18	DAVID SMITH	473 WILDWOOD DR.	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
234	8/23/18	AUDRA SMITH	473 WILDWOOD DR	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
235	8/23/18	Sunny Urquidez	3644 Ironwood Dr	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

236	8/11/18	Sharon Weber	3606 Greasewood	Sharon Weber
	Date	Name (Printed)	Address (No P.O. Box)	Signature
137	8/11/18	Elizabeth Janqu	3608 Greasewood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
138	8/11/18	Steve Arnold	3612 Greasewood	Steve Arnold
	Date	Name (Printed)	Address (No P.O. Box)	Signature
398	11/18	Heidi Arnold	3612 Greasewood	Heidi Arnold
	Date	Name (Printed)	Address (No P.O. Box)	Signature
140	8/11/18	SUSAN HUNTER	3613 BASSWOOD DR P.O. BOX 712	Susan Hunter
	Date	Name (Printed)	Address (No P.O. Box)	Signature
141	8/11/18	ROBERT VARGAS	3506 Basswood Dr.	Robert Vargas
	Date	Name (Printed)	Address (No P.O. Box)	Signature
142	8/11/18	Bruce Stanley	3505 Basswood Dr.	Bruce Stanley
	Date	Name (Printed)	Address (No P.O. Box)	Signature
438	11/18	LESA KNOR	3508 Basswood Dr.	Lesla Knor
	Date	Name (Printed)	Address (No P.O. Box)	Signature
448	11/18	Anthony Parrish	215 Teakwood	Anthony Parrish
	Date	Name (Printed)	Address (No P.O. Box)	Signature
458	11/18	Tiffany Cruz	215 Teakwood	Tiffany Cruz
	Date	Name (Printed)	Address (No P.O. Box)	Signature
468	12/18	Adam Langstaff	3608 Greasewood	Adam Langstaff
	Date	Name (Printed)	Address (No P.O. Box)	Signature
478	12/18	CAROLYN GARCIA	3500 greasewood av.	Carolyn Garcia
	Date	Name (Printed)	Address (No P.O. Box)	Signature
488	12/18	NANCY LAWRENCE	3501 Greasewood	Nancy Lawrence
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: Opposition to Cottonwood Heights West Replat B rezoning R1 to R4 (apartments)

Date	Name (Printed)	Address (No P.O. Box)	Signature
249 <u>8/9/18</u> Date	<u>John L. Hodges</u> Name (Printed)	<u>356 Gila Alamogordo, NM</u> Address (No P.O. Box)	<u>John L. Hodges</u> Signature
250 <u>8/9/18</u> Date	<u>Andrea Freund</u> Name (Printed)	<u>283 Eagle Loop 88310</u> Address (No P.O. Box)	<u>Andrea Freund</u> Signature
251 <u>8/9/18</u> Date	<u>Patricia Hodges</u> Name (Printed)	<u>356 Gila Alamogordo NM</u> Address (No P.O. Box)	<u>John L. Hodges</u> Signature
252 <u>8/9/18</u> Date	<u>George Smith</u> Name (Printed)	<u>1206 Canadea Loop, Alamogordo</u> Address (No P.O. Box)	<u>George Smith</u> Signature
253 <u>8/9/18</u> Date	<u>Bill Russell</u> Name (Printed)	<u>1414 Puerto Rico Av</u> Address (No P.O. Box)	<u>Bill Russell</u> Signature
254 <u>8/9/18</u> Date	<u>Sue Russell</u> Name (Printed)	<u>1818 Puerto Rico Ave</u> Address (No P.O. Box)	<u>May Russell</u> Signature
255 <u>8/9/18</u> Date	<u>DALE CHAPEL</u> Name (Printed)	<u>1511 GRANDA</u> Address (No P.O. Box)	<u>Dale Chapel</u> Signature
256 <u>8/9/18</u> Date	<u>Cheryl Smith</u> Name (Printed)	<u>1206 Canadea Loop, Alamogordo</u> Address (No P.O. Box)	<u>Cheryl Smith</u> Signature
257 <u>8/11/18</u> Date	<u>James H. Clark</u> Name (Printed)	<u>3821 Basswood Dr. Alamogordo</u> Address (No P.O. Box)	<u>James H. Clark</u> Signature
258 <u>8/12/18</u> Date	<u>KENDALL MITCHELL</u> Name (Printed)	<u>6027 S. FLORIDA</u> Address (No P.O. Box)	<u>Kendall Mitchell</u> Signature
259 <u>8/12/18</u> Date	<u>Gail McCutcheon</u> Name (Printed)	<u>1500 New York Alamogordo</u> Address (No P.O. Box)	<u>Gail McCutcheon</u> Signature
260 <u>8/12/18</u> Date	<u>John B. Walker</u> Name (Printed)	<u>2511 Bay Ln</u> Address (No P.O. Box)	<u>John B. Walker</u> Signature
261 <u>8/12/18</u> Date	<u>Linda Dezutter</u> Name (Printed)	<u>2603 Eastridge Dr.</u> Address (No P.O. Box)	<u>Linda Dezutter</u> Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE

FROM R1 (single family) to R4 (apartments)

2629 18/1/18	Marilyn Darby	3852 Basswood Dr	Marilyn Darby
Date	Name (Printed)	Address (No P.O. Box)	Signature
139 9/1/18	Paula Daniels	3861 Basswood Dr.	Paula Daniels
Date	Name (Printed)	Address (No P.O. Box)	Signature
264 8/9/18	Paula Daniels	3861 Basswood Dr.	Paula Daniels
Date	Name (Printed)	Address (No P.O. Box)	Signature
265 8/9/18	Mollie Eddings	3812 Basswood Dr.	Mollie Eddings
Date	Name (Printed)	Address (No P.O. Box)	Signature
266 8/9/18	Bryan Eddings	3812 Basswood Dr.	Bryan Eddings
Date	Name (Printed)	Address (No P.O. Box)	Signature
267 8/9/18	James R. Darby	3852 Basswood Dr.	James R. Darby
Date	Name (Printed)	Address (No P.O. Box)	Signature
268 8/9/18	Monica Shaw	3804 Trawood	Monica Shaw
Date	Name (Printed)	Address (No P.O. Box)	Signature
269 8/9/18	Kenneth Quade	3921 N Scenic Dr.	Kenneth Quade
Date	Name (Printed)	Address (No P.O. Box)	Signature
270 8/9/18	Maria Quade	3921 N Scenic Dr.	Maria Quade
Date	Name (Printed)	Address (No P.O. Box)	Signature
271 8/9/18	Robert Fowler	3911 Scenic Dr.	Robert Fowler
Date	Name (Printed)	Address (No P.O. Box)	Signature
272 8/11/18	Neal H. Fellers	4001 Scenic Drive	Neal H. Fellers
Date	Name (Printed)	Address (No P.O. Box)	Signature
273 8/11/18	Gloria D Fellers	4001 Scenic Drive	Gloria D Fellers
Date	Name (Printed)	Address (No P.O. Box)	Signature
274 8/11/18	Kasey L. Rahn	3941 N. Scenic Dr.	Kasey L. Rahn
Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

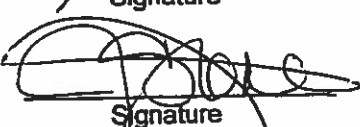
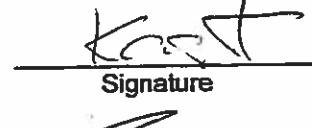
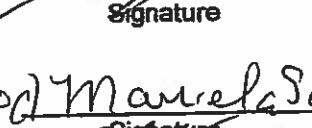
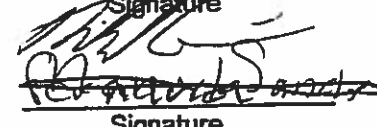
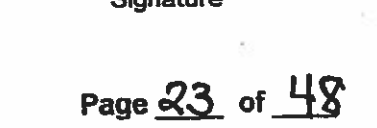
OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

27511	<u>1 Aug 2018</u> Date	<u>Zacharia Myers</u> Name (Printed)	<u>3811 Basswood Dr, Alamogordo, NM</u> Address (No P.O. Box)	<u>[Signature]</u> Signature
27611	<u>1 Aug 2018</u> Date	<u>April Myers</u> Name (Printed)	<u>3811 Basswood Dr</u> Address (No P.O. Box)	<u>April Myers</u> Signature
27711	<u>1 Aug 2018</u> Date	<u>Mike C. Lundy</u> Name (Printed)	<u>3871 Basswood Dr</u> Address (No P.O. Box)	<u>[Signature]</u> Signature
27811	<u>Aug 2018</u> Date	<u>Jamie Chant</u> Name (Printed)	<u>3831 Basswood</u> Address (No P.O. Box)	<u>Jamie Chant</u> Signature
27911	<u>1 Aug 2018</u> Date	<u>LEKEYE JACKSON</u> Name (Printed)	<u>3841 BASSWOOD DR</u> Address (No P.O. Box)	<u>[Signature]</u> Signature
28011	<u>1 Aug 2018</u> Date	<u>Derrick McGrady</u> Name (Printed)	<u>3881 Basswood DR</u> Address (No P.O. Box)	<u>[Signature]</u> Signature
28111	<u>Aug 2018</u> Date	<u>Britni McGrady</u> Name (Printed)	<u>3881 Basswood Dr.</u> Address (No P.O. Box)	<u>[Signature]</u> Signature
28211	<u>Aug 2018</u> Date	<u>Michael Vaughn</u> Name (Printed)	<u>3862 Basswood Pr.</u> Address (No P.O. Box)	<u>[Signature]</u> Signature
28311	<u>Aug 18</u> Date	<u>Sheryl Krueger</u> Name (Printed)	<u>3822 Basswood Dr</u> Address (No P.O. Box)	<u>Sheryl Krueger</u> Signature
28411	<u>Aug 18</u> Date	<u>PAUL MOOSE</u> Name (Printed)	<u>3954 TRAWOOD</u> Address (No P.O. Box)	<u>[Signature]</u> Signature
28511	<u>Aug 18</u> Date	<u>Shan Moose</u> Name (Printed)	<u>3954 Trawood</u> Address (No P.O. Box)	<u>Shan Moose</u> Signature
28611	<u>11/1/18</u> Date	<u>GERALD MERRIK</u> Name (Printed)	<u>3934 TRAWOOD</u> Address (No P.O. Box)	<u>Gerald Merrik</u> Signature
28711	<u>11/1/18</u> Date	<u>EUGENE HUGHES</u> Name (Printed)	<u>3944 Trawood</u> Address (No P.O. Box)	<u>Eugene Hughes</u> Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

288	8/29/18	Justin Stone	301 Brentwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
289	8/29/18	Jordan Stone	301 Brentwood Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
290	8/29/18	Claudia Velozquez	3821 Woodloop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
291	8/29/18	Donaciano Flores	3821 Woodloop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
292	8/31/18	Katherine Davis	3506 Mosswood Ave	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
93	8/31/18	Michael Kost	3881 Wood Loop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
294	8/31/18	Jeremy Harris	3911 Wood Loop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
295	8/31/18	Laticiana Gipson	332 Wildwood Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
296	8/31/18	Bryan Murphy	362 Wildwood Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
297	8/31/18	Courtney Murphy	362 Wildwood Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
298	8/31/18	Joe Tompkins	472 Wildwood Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
299	1/1	Manuela Sand	433 Wildwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
300	8/31/18	Richard Correon	423 Wildwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

301	8/11/18	Donna Stern	3505 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
302	8/11/18	Vanessa Vazquez	3602 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
03	8/11/18	Albert Vazquez	3602 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
04	8/11/18	Michael Francis	3606 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
05	8/11/18	Janet C (49ft)	3603 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
06	8/11/18	Jesus Hernandez	3501 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
07	8/11/18	Carmen Hernandez	3501 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
08	8/11/18	Mitch Butler	3504 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
09	8/11/18	Dana Mendoza	3504 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
10	8/11/18	Elissa Adams	3507 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
11	8/11/18	Juanita Pena	3502 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
12	8/11/18	Fernando Pena	3502 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
13	8/11/18	EMOTAY STYBAK	3600 Basswood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

314	8/10/18	SAQUEL A. TORRES	3612 BASSWOOD DR.	Saquel A. Torres
	Date	Name (Printed)	Address (No P.O. Box)	Signature
315	8/14/18	ROBERT J CUAT	3603 BASSWOOD DR	Robert J Cuat
	Date	Name (Printed)	Address (No P.O. Box)	Signature
316	8/12/18	JOHN E. ADAMS	3507 BASSWOOD DR.	John E Adams
	Date	Name (Printed)	Address (No P.O. Box)	Signature
317	8/10/18	Barbara Adams	3507 Basswood Dr	Barbara Adams
	Date	Name (Printed)	Address (No P.O. Box)	Signature
318	8/12/18	Adellita Vargas	3506 Basswood Dr.	Adellita Vargas
	Date	Name (Printed)	Address (No P.O. Box)	Signature
319	8/17/18	NORMAN SAWYER	3503 Basswood Dr.	Norman Sawyer
	Date	Name (Printed)	Address (No P.O. Box)	Signature
320	8/10/18	Cindy Sawyer	3503 Basswood Dr	Cindy Sawyer
	Date	Name (Printed)	Address (No P.O. Box)	Signature
321	8/10/18	Robert Rodriguez	3500 Basswood Dr	Robert Rodriguez
	Date	Name (Printed)	Address (No P.O. Box)	Signature
322	8/10/18	DONALD C HOLEWIL	3509 BASSWOOD DR	Donald C Cholewil
	Date	Name (Printed)	Address (No P.O. Box)	Signature
323	8/10/18	NATHAN OSBORNE	209 TEAKWOOD AVE	Nathan Osborne
	Date	Name (Printed)	Address (No P.O. Box)	Signature
324	8/10/18	ROBERT L. SCHMIDT	211 TEAKWOOD DR	Robert L Schmidt
	Date	Name (Printed)	Address (No P.O. Box)	Signature
325	8/10/18	Delia Holloway	213 Teakwood Dr.	Delia Holloway
	Date	Name (Printed)	Address (No P.O. Box)	Signature
326	8/10/18	Paula K. Cholewa	3509 Basswood Dr.	Paula K Cholewa
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

327	8/10/18	Todd E. Sherman	3701 Basswood Dr.	Todd E. Sherman
	Date	Name (Printed)	Address (No P.O. Box)	Signature
328	8/10/18	SCOTT McDONALD	201 Teakwood Dr	Scott McDonald
	Date	Name (Printed)	Address (No P.O. Box)	Signature
329	8/10/18	Joanne MacDonald	201 Teakwood Dr	Joanne MacDonald
	Date	Name (Printed)	Address (No P.O. Box)	Signature
330	8/10/18	Marcelino Ybarra	3703 Basswood	Marcelino Ybarra
	Date	Name (Printed)	Address (No P.O. Box)	Signature
331	8/10/18	Sandra Johnson	3609 Basswood	Sandra Johnson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
332	8/10/18	Paul Johnson	3609 Basswood DR	Paul Johnson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
333	8/10/18	Sean P. Johnson	3609 Basswood Dr	Sean Johnson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
334	8/10/18	Darin C. Gunther	3605 Basswood DR	Darin C. Gunther
	Date	Name (Printed)	Address (No P.O. Box)	Signature
335	8/10/18	Daleena L. Abbott	3605 Basswood Dr	Daleena L. Abbott
	Date	Name (Printed)	Address (No P.O. Box)	Signature
336	8/10/18	Nicholas Baisley	3607 Basswood Dr	Nicholas Baisley
	Date	Name (Printed)	Address (No P.O. Box)	Signature
337	8/10/18	Zachary Carter	3611 Basswood	Zachary Carter
	Date	Name (Printed)	Address (No P.O. Box)	Signature
338	8/10/18	Katrina Carter	3611 Basswood	Katrina Carter
	Date	Name (Printed)	Address (No P.O. Box)	Signature
339	8/10/18	JESUS TORRES	3612 BASSWOOD	Jesus Torres
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE

FROM R1 (single family) to R4 (apartments)

340	8/21/18	Ahmad J Parker	210 Cottonwood Dr	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
341	8/21/18	John T. Dorowski	206 Cottonwood Dr	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
342	8/21/18	Jeff Allman	122 Cottonwood Dr	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
343	8/21/18	Juan Carlos Hernandez	118 COTTONWOOD DR	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
344	8/21/18	Dial. He	116 Cottonwood Dr	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
345	8/21/18	Hao Chen	116 Cottonwood Dr	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
346	8/21/18	BLANCHE BATSON	112 Cottonwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
347	8/21/18	LOUISE PARKER	340 COTTONWOOD DR.	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
348	8/22/18	STAN FINNELL	3814 Truwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
349	8/22/18	Edy Finnell	3814 Truwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
350	8/22/18	AARON SEAMAN	3951 SCENIC DR	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
351	8/22/18	NIOLE SEAMAN	3951 SCENIC DR	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
352	8/25/18	Hillary Hunter	3801 Basswood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

3538, 11, 18	<u>DONALD D. HOFFMAN</u> Name (Printed)	<u>3903 TRAWOOD AVE</u> Address (No P.O. Box)	<u>Donald D Hoffman</u> Signature
3548, 11, 18	<u>DEDRAM. HOFFMAN</u> Name (Printed)	<u>3903 TRAWOOD AVE</u> Address (No P.O. Box)	<u>Deedram Hoffman</u> Signature
3558, 11, 18	<u>Virginia Neijeres</u> Name (Printed)	<u>3873 Trawood Ave</u> Address (No P.O. Box)	<u>Virginia Neijeres</u> Signature
3568, 11, 18	<u>B. A. Neijeres</u> Name (Printed)	<u>3873 Trawood Ave</u> Address (No P.O. Box)	<u>B. A. Neijeres</u> Signature
3578, 11, 18	<u>MARY KLACHE</u> Name (Printed)	<u>3843 TRAWOOD AVE</u> Address (No P.O. Box)	<u>Mary Klache</u> Signature
3588, 11, 18	<u>Danila Heltner</u> Name (Printed)	<u>3833 Trawood Ave</u> Address (No P.O. Box)	<u>Danila Heltner</u> Signature
3598, 11, 18	<u>Tammy Gutierrez</u> Name (Printed)	<u>3871 Basswood Dr.</u> Address (No P.O. Box)	<u>Tammy Gutierrez</u> Signature
3608, 11, 18	<u>Jonathan Gutierrez</u> Name (Printed)	<u>3871 Basswood Dr</u> Address (No P.O. Box)	<u>Jonathan Gutierrez</u> Signature
3618, 11, 18	<u>GERALD MATTHEWS</u> Name (Printed)	<u>3832 BASSWOOD</u> Address (No P.O. Box)	<u>Gerald Matthews</u> Signature
3628, 11, 18	<u>Gloria Matthews</u> Name (Printed)	<u>3832 BASSWOOD DR</u> Address (No P.O. Box)	<u>Gloria Matthews</u> Signature
3638, 11, 18	<u>Genevieve Armstrong</u> Name (Printed)	<u>3921 Basswood Dr.</u> Address (No P.O. Box)	<u>Genevieve Armstrong</u> Signature
3648, 11, 18	<u>Yanuel Falcon</u> Name (Printed)	<u>3921 BASSWOOD DR.</u> Address (No P.O. Box)	<u>Yanuel Falcon</u> Signature
3658, 11, 18	<u>Frank Bishop</u> Name (Printed)	<u>3891 Basswood</u> Address (No P.O. Box)	<u>Frank Bishop</u> Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

366	<u>8/16/2018</u>	<u>Eric Hendren</u> Name (Printed)	<u>3549 Rosewood Ave</u> Address (No P.O. Box)	<u>Eric Hend</u> Signature
367	<u>8/16/2018</u>	<u>Sandra L. Hendren</u> Name (Printed)	<u>3549 Rosewood Ave</u> Address (No P.O. Box)	<u>Sandra L. Hendren</u> Signature
368	<u>8/16/2018</u>	<u>Chaka Proxix</u> Name (Printed)	<u>3519 Rosewood Ave</u> Address (No P.O. Box)	<u>Chaka Proxix</u> Signature
369	<u>8/16/18</u>	<u>Catoye Wiseman</u> Name (Printed)	<u>3510 Rosewood Ave</u> Address (No P.O. Box)	<u>Catoye Wiseman</u> Signature
370	<u>8/16/18</u>	<u>Theodore Wiseman</u> Name (Printed)	<u>3510 Rosewood Ave</u> Address (No P.O. Box)	<u>Theodore Wiseman</u> Signature
371	<u>8/16/18</u>	<u>Ruth E. Coughlin</u> Name (Printed)	<u>3630 Rosewood Ave</u> Address (No P.O. Box)	<u>Ruth E. Coughlin</u> Signature
372	<u>8/16/18</u>	<u>DONALD J ADAMS</u> Name (Printed)	<u>3650 ROSEWOOD AVE</u> Address (No P.O. Box)	<u>Donald J Adams</u> Signature
373	<u>8/16/2018</u>	<u>CAROL M. ADAMS</u> Name (Printed)	<u>3650 Rosewood Ave</u> Address (No P.O. Box)	<u>Carol M Adams</u> Signature
374	<u>8/16/2018</u>	<u>Eric K Hendrickson</u> Name (Printed)	<u>3805 Rosewood Ave</u> Address (No P.O. Box)	<u>Eric K Hendrickson</u> Signature
375	<u>8/16/2018</u>	<u>Delilah Hendrickson</u> Name (Printed)	<u>3805 Rosewood Ave</u> Address (No P.O. Box)	<u>Delilah Hendrickson</u> Signature
376	<u>8/18/18</u>	<u>SHEARER, LAWRENCE</u> Name (Printed)	<u>3503 GREASEWOOD</u> Address (No P.O. Box)	<u>L. Shearer</u> Signature
377	<u>8/18/18</u>	<u>Shearer Leah</u> Name (Printed)	<u>3503 Greasewood</u> Address (No P.O. Box)	<u>Leah Shearer</u> Signature
378	<u>8/19/18</u>	<u>Karen L. Maughan</u> Name (Printed)	<u>3735 Driftwood Ave</u> Address (No P.O. Box)	<u>Karen L. Maughan</u> Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

379	8/25/18	Tisha Jay	3632 Fernwood Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
380	8/25/18	Michael Braeckman	3632 Fernwood Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
381	8/25/18	Heather Gonzalez	3851 Basswood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
382	8/25/18	Robert Albiston	3924 Trowood Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
383	8/25/18	Joseph Lovato	568 San Simon DR	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
384	8/25/18	Antionette Lovato	518 San Simon	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
385	8/25/18	Tammy L. Barnes	3600 Rosewood Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
386	8/25/18	Franzen Torsten	3704 Ironwood Dr.	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
387	8/28/18	Mandy Aguon	3633 Ironwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
388	8/28/18	Carlo Aguon	3633 Ironwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
389	8/28/18	Lris Vandaverde	3633 Ironwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
390	8/28/18	Eric Wright	3624 Ironwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
391	8/28/18	Blair Wright	3624 Ironwood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE

FROM R1 (single family) to R4 (apartments)

392	8/13/18	Donna Bishop	3891 Basswood Dr.	Donna Bishop
	Date	Name (Printed)	Address (No P.O. Box)	Signature
393	8/13/18	Eddie Kemp II	3911 Basswood Dr	Eddie Kemp II
	Date	Name (Printed)	Address (No P.O. Box)	Signature
394	8/13/18	Estrellita Kemp	3911 Basswood Dr	Kemp
	Date	Name (Printed)	Address (No P.O. Box)	Signature
395	8/13/18	Eddie Kemp III	3911 Basswood Dr	Eddie Kemp III
	Date	Name (Printed)	Address (No P.O. Box)	Signature
396	8/13/18	Jody Kemp	3911 Basswood Dr	Jody Kemp
	Date	Name (Printed)	Address (No P.O. Box)	Signature
397	8/15/18	Nouri Alohaidi	3902 Basswood Dr.	Nouri Alohaidi
	Date	Name (Printed)	Address (No P.O. Box)	Signature
398	1/1/18	Leslie Butcher	3892 Basswood Dr	Leslie Butcher
	Date	Name (Printed)	Address (No P.O. Box)	Signature
399	1/1/18	Chuck Butcher	3892 Basswood Dr.	Chuck Butcher
	Date	Name (Printed)	Address (No P.O. Box)	Signature
400	8/14/18	Lynn Lindsey	3901 Basswood	Lynn Lindsey
	Date	Name (Printed)	Address (No P.O. Box)	Signature
401	8/14/18	Dylan Haree	1205 Iowa	Dylan Haree
	Date	Name (Printed)	Address (No P.O. Box)	Signature
402	8/14/18	Krease Gansen	3804 Rosewood	Krease Gansen
	Date	Name (Printed)	Address (No P.O. Box)	Signature
403	8/14/18	Ed Cathow	3804 Rosewood	Ed Cathow
	Date	Name (Printed)	Address (No P.O. Box)	Signature
404	8/24/18	Claudine VanGils	3882 Basswood Drive	Claudine VanGils
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

405	8/14/18	DEE	3872 Basswood Dr.	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
406	8/14/18	DEE	3872 Basswood Dr.	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
407	8/15/18	Valina Albiston	3924 Trawood Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
408	8/15/18	Beda Prieto	3894 Trawood Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
409	8/5/18	Monique Prieto	3893 Trawood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
410	9/5/18	Serena King	3874 Trawood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
411	9/5/18	Daniel Oravetz	3854 Trawood	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
412	9/5/18	Andrey Oravetz	3854 Trawood Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
413	9/5/18	Rhane Yarbrough	3824 Trawood Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
414	9/5/18	April Yarbrough	1810 Washington Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
415	9/5/18	Rogue A. Yarbrough	1201 Catalina Ln Apt #1	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
416	9/5/18	Matthew S. Yarbrough	1810 Washington Ave	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature
417	9/5/18	Richard Hoyle	1201 Catalina Lane Apt #11	[Signature]
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE

FROM R1 (single family) to R4 (apartments)

418	8/26/18	Cindy Sharp	3703 Basswood	Cindy Sharp
	Date	Name (Printed)	Address (No P.O. Box)	Signature
419	8/26/18	Gary White	3546 Mosswood	Gary White
	Date	Name (Printed)	Address (No P.O. Box)	Signature
420	8/26/18	PATRICK McDONALD	3746 Mosswood	Patrick McDonald
	Date	Name (Printed)	Address (No P.O. Box)	Signature
421	8/26/18	TIMOTHY HIGGINS	3508 DRIFTWOOD AVE	Timothy Higgins
	Date	Name (Printed)	Address (No P.O. Box)	Signature
422	8/26/18	MELANIE MARSHALL	3508 DRIFTWOOD AVE	Melanie Marshall
	Date	Name (Printed)	Address (No P.O. Box)	Signature
423	8/27/18	JEFFREY AULT	3884 TRAWOOD AVE	Jeffrey Ault
	Date	Name (Printed)	Address (No P.O. Box)	Signature
434	8/22/18	JAMIE AULT	3884 TRAWOOD AVE	Jamie Ault
	Date	Name (Printed)	Address (No P.O. Box)	Signature
435	8/27/18	Lorena Hammett	36605 Mosswood Dr	Lorena Hammett
	Date	Name (Printed)	Address (No P.O. Box)	Signature
436	8/27/18	Linda K. Linn	3545 Mosswood	Linda K. Linn
	Date	Name (Printed)	Address (No P.O. Box)	Signature
437	8/27/18	RONALD LINN	3545 mosswood	Ronald Linn
	Date	Name (Printed)	Address (No P.O. Box)	Signature
438	8/27/18	CASEY DAVIS JR.	3506 Mosswood	Casey Davis Jr.
	Date	Name (Printed)	Address (No P.O. Box)	Signature
439	8/27/18	Opferoni Vonnahme	3556 Mosswood Ave	Opferoni Vonnahme
	Date	Name (Printed)	Address (No P.O. Box)	Signature
440	8/27/2018	Robert Lawrence	3616 Mosswood Ave	Robert Lawrence
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

441	8, 28, 18	Patti J. Ren	3548 Dnftwood Ave	Patti J. Ren
	Date	Name (Printed)	Address (No P.O. Box)	Signature
442	8, 29, 18	Demix Narvaez	461 Brentwood	Demix Narvaez
	Date	Name (Printed)	Address (No P.O. Box)	Signature
443	8, 29, 18	Rosalina Arce	3806 Fernwood Ave	Rosalina Arce
	Date	Name (Printed)	Address (No P.O. Box)	Signature
444	8, 29, 18	Estee Quirarte	3401 Squoia Loop	Estee Quirarte
	Date	Name (Printed)	Address (No P.O. Box)	Signature
445	8, 29, 2018	Chris Percy	441 Brentwood	Chris Percy
	Date	Name (Printed)	Address (No P.O. Box)	Signature
446	8, 29, 2018	Sherilyn Percy	441 Brentwood Dr	Sherilyn Percy
	Date	Name (Printed)	Address (No P.O. Box)	Signature
447	08/29, 2018	Sierra Winston	431 Brentwood Dr	Sierra Winston
	Date	Name (Printed)	Address (No P.O. Box)	Signature
448	08, 29, 2018	Jamett Winston	431 Brentwood Dr.	Jamett Winston
	Date	Name (Printed)	Address (No P.O. Box)	Signature
449	08/29, 2018	JUSTIN HAND	411 Brentwood Dr	Justin Hand
	Date	Name (Printed)	Address (No P.O. Box)	Signature
450	08, 29, 2018	Mari Maytan	301 Brentwood	Mari Maytan
	Date	Name (Printed)	Address (No P.O. Box)	Signature
451	08, 29, 2018	SILBERT	367 Brentwood	Silbert
	Date	Name (Printed)	Address (No P.O. Box)	Signature
452	08, 29, 2018	Hugo Labadie	321 Brentwood dr	Hugo Labadie
	Date	Name (Printed)	Address (No P.O. Box)	Signature
453	08, 29, 2018	Jeff May	311 Brentwood drs.	Jeff May
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

454	8/27/2018	LYNDA L. LAWRENCE	3616 Mosswood Ave	Lynda L. Lawrence
	Date	Name (Printed)	Address (No P.O. Box)	Signature
55	8/27/2018	Lorna Miller	3646 Mosswood Ave	Lorna Miller
	Date	Name (Printed)	Address (No P.O. Box)	Signature
456	8/27/2018	Dan Stenstrom	3646 Mosswood Ave	Dan Stenstrom
	Date	Name (Printed)	Address (No P.O. Box)	Signature
457	8/28/2018	John White	302 Cottonwood	John White
	Date	Name (Printed)	Address (No P.O. Box)	Signature
458	8/28/18	Bonnie Whitlock	202 Cottonwood	Bonnie Whitlock
	Date	Name (Printed)	Address (No P.O. Box)	Signature
459	8/28/18	Carolyn M. Murry	3841 Woodh	Carolyn M. Murry
	Date	Name (Printed)	Address (No P.O. Box)	Signature
460	8/29/18	Travis Fann	320 Brentwood Dr	Travis Fann
	Date	Name (Printed)	Address (No P.O. Box)	Signature
461	8/29/18	Amy Gomez Fann	320 Brentwood Dr	Amy Gomez Fann
	Date	Name (Printed)	Address (No P.O. Box)	Signature
462	8/29/18	Mike Cline	320 Brentwood Dr	Mike Cline
	Date	Name (Printed)	Address (No P.O. Box)	Signature
463	8/29/18	JOHANNE Jorgensen	410 Brentwood Ave	Johanne Jorgensen
	Date	Name (Printed)	Address (No P.O. Box)	Signature
464	8/29/18	Scott Kopp	410 Brentwood	Scott Kopp
	Date	Name (Printed)	Address (No P.O. Box)	Signature
465	8/29/18	Andi Ruten	460 Brentwood Dr	Andi Ruten
	Date	Name (Printed)	Address (No P.O. Box)	Signature
466	8/29/18	Madalyn Skinn	470 Brentwood Dr	Madalyn Skinn
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

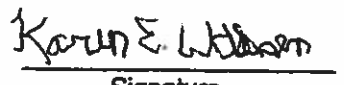
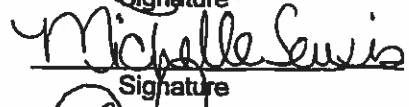
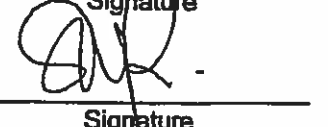
OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

467	8/24/18	John A Olson	3640 Rosewood Ave	John A Olson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
468	8/24/18	CHERYL A. OLSON	3640 Rosewood Ave	Cheryl A. Olson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
469	8/24/18	Wanda	3510 Basswood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
470	8/25/18	Ameera Ham	3600 Basswood Dr	Ameera Ham
	Date	Name (Printed)	Address (No P.O. Box)	Signature
471	8/25/18	Glen Spenler	3655 Mosswood	Glen Spenler
	Date	Name (Printed)	Address (No P.O. Box)	Signature
472	8/26/18	Tamara Spafford	3635 Mosswood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
473	8/26/18	Michael Kline	3535 Mosswood	Michael Kline
	Date	Name (Printed)	Address (No P.O. Box)	Signature
474	8/26/18	LUZ del Carmen Kline	3535 Mosswood	Luz del Carmen Kline
	Date	Name (Printed)	Address (No P.O. Box)	Signature
475	8/26/18	Norm Hudson	3525 Mosswood Ave	Norm Hudson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
476	8/26/18	Denise Hudson	3525 Mosswood	Denise Hudson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
477	8/26/18	Loretta Billinger	3505 Mosswood	Loretta Billinger
	Date	Name (Printed)	Address (No P.O. Box)	Signature
478	8/26/18	Larry Harris	3505 Mosswood	Larry Harris
	Date	Name (Printed)	Address (No P.O. Box)	Signature
479	8/26/18	Jan McDaniel	3536 Mosswood	Jan McDaniel
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

480	8/29/2018	Sandy Hernandez	3823 Trunwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
481	8/29/2018	Carlos Hernandez	3823 Trunwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
482	9/10/18	Toshua Hernandez	500 Sunflow	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
483	9/10/18	Carrie Hernandez	500 Sunflow Avenue	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
484	9/11/18	Karen Wilkerson	1508 Crescent Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
485	9/11/18	Tess Bauman	352 Camino Real	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
486	9/11/18	Cynthia Anderson	937 Play Azul	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
487	9/13/18	Chantelle Ratcliff	389 Yellowstone	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
488	9/13/18	Anna Taylor	345 Cielo Grande	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
489	9/13/18	Michelle Lewis	1811 Corte Del Sol	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
490	9/13/18	Sorene Rios	9705 Datura Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
491	9/13/18	Kiambra Jackson	100 Crews Ave Apt C-11	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
492	9/13/18	Kelvin Grover	1300 Airport Rd E22	
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE

FROM R1 (single family) to R4 (apartments)

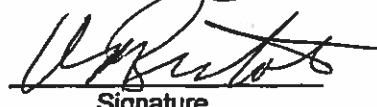
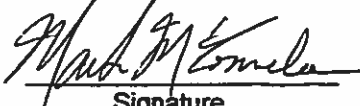
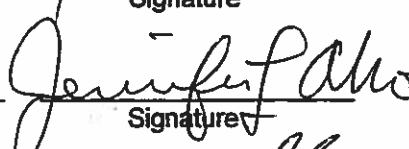
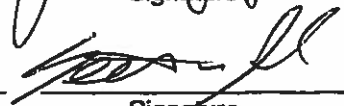
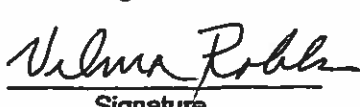
493	9, 8, 18	Ethan Ross	4241 Wood Loop	Ethan Ross
	Date	Name (Printed)	Address (No P.O. Box)	Signature
194	9, 8, 18	hori Hous	4201 Wood lp	L. Hous
	Date	Name (Printed)	Address (No P.O. Box)	Signature
195	9, 8, 18	Jeff Kelleg	4191 Wood loop	Jeff Kelleg
	Date	Name (Printed)	Address (No P.O. Box)	Signature
196	9, 8, 18	Joseph CASSELS	3722 Fernwood Ave	Joseph Casse
	Date	Name (Printed)	Address (No P.O. Box)	Signature
979	9, 8, 18	Aliyah Casseus	3722 Fernwood Ave	Aliyah Casse
	Date	Name (Printed)	Address (No P.O. Box)	Signature
198	9, 8, 18	Dominica Chavez	3618 Driftwood	Dominica Chavez
	Date	Name (Printed)	Address (No P.O. Box)	Signature
499	9, 8, 18	April D Jones	3516 Mosswood	April D Jones
	Date	Name (Printed)	Address (No P.O. Box)	Signature
500	9, 8, 18	Vincent Jones	3516 Mosswood	Vincent Jones
	Date	Name (Printed)	Address (No P.O. Box)	Signature
501	9, 8, 18	Darla Goar	3511 Greasewood	Darla Goar
	Date	Name (Printed)	Address (No P.O. Box)	Signature
502	9, 10, 18	Dori Webb	328 Yellowstone	Dori Webb
	Date	Name (Printed)	Address (No P.O. Box)	Signature
23	9, 10, 18	Kelly Knight	3411 Sequoia Loop	Kelly Knight
	Date	Name (Printed)	Address (No P.O. Box)	Signature
704	9, 10, 18	Barbara Quist	3853 Truwood	Barbara Quist
	Date	Name (Printed)	Address (No P.O. Box)	Signature
705	9, 10, 18	Kevin Quist	3853 Truwood	Kevin Quist
	Date	Name (Printed)	Address (No P.O. Box)	Signature

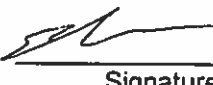
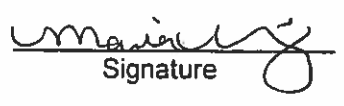
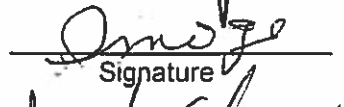
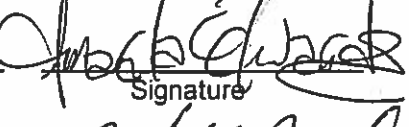
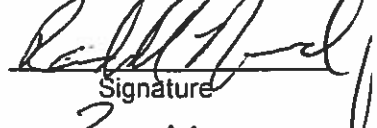
PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE

FROM R1 (single family) to R4 (apartments)

506	6 Sep 18	Donald Smith	3834 TRAWOOD AVE	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
507	6, 9, 18	MARY ANN Eaddy Smith	3834 TRAWOOD AVE	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
508	9, 18	Vicki Bertolino	2401 Stanford Ave.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
509	9, 8, 18	Norma Belkoren	2004 Westminster	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
510	9, 11, 18	Gretta Carroll	4001 Wood Loop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
511	9, 11, 18	Mark McConneelee	4081 Wood Loop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
512	9, 11, 18	Jennifer Aho	4080 Wood Loop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
513	9, 11, 18	Seth Aho	4080 wood loop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
514	9, 11, 18	Roxanne Estrada	4060 Wood LP	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
515	9, 11, 18	Kristin Turner	4040 Wood loop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
516	9, 11, 18	Tracie Diamond	4010 Wood Loop	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
77	9, 12, 18	Salvador Robles	3413 Greasewood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
518	9, 12, 18	Valma Robles	343 Greasewood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature

79	8/18/18	Lisa S. DeLorm	3711 Fernwood Ave	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
520	5/18/18	Neil Ransom	3542 Fernwood Ave	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
218	8/18/18	Kristine Gallaway	300 Cottonwood Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
522	8/18/18	Kai Mueller	730 Cottonwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
528	8/18/18	Aaron D. Sikas	400 Cottonwood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
529	8/20/18	Mariam Martinez	430 Cottonwood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
208	8/20/18	Matthew Burch	450 Cottonwood Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
208	8/20/18	Shelley Burch	450 Cottonwood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
208	8/20/18	Jarvis Valles	410 Cottonwood Drive	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
528	8/20/18	Binty Valles	410 Cottonwood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
529	8/25/18	LOYD OVERBAY	420 COTTONWOOD DR.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
530	8/25/18	IMOGENE OVERBAY	420 COTTONWOOD DR	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
531	8/25/18	Amanda Edwards	218 Cottonwood Dr.	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
832	8/25/18	Randall Norred	212 Cottonwood Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
338	8/25/18	Brittany Norred	212 Cottonwood Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature

534 9/10/18	Steve Garcia	3951 Basswood Dr.	Steve Garcia
Date	Name (Printed)	Address (No P.O. Box)	Signature
536 9/6/18	ROGER Allen Kallenbach	3803 TRAWOOD AVE ALAMO	Roger A. Kallenbach
Date	Name (Printed)	Address (No P.O. Box)	Signature
537 9/10/18	JACOB GATES	3813 Driftwood Ave	Jacob Gates
Date	Name (Printed)	Address (No P.O. Box)	Signature
538 9/10/18	KEITH ORA	3713 ROWWOOD AVE	Keith Ora
Date	Name (Printed)	Address (No P.O. Box)	Signature
539 9/10/18	Robert English	3703 Ironwood Dr.	Robert English
Date	Name (Printed)	Address (No P.O. Box)	Signature
540 9/10/18	ALEX PEFIL	3643 Ironwood Ave	Alex Pefil
Date	Name (Printed)	Address (No P.O. Box)	Signature
541 9/11/2018	CHARLOTTE DuBors	3931 WOOD LOOP	Charlotte DuBors
Date	Name (Printed)	Address (No P.O. Box)	Signature
542 9/11/2018	Anna Beck	3991 Wood Loop	Anna Beck
Date	Name (Printed)	Address (No P.O. Box)	Signature
543 8/20/18	NADIA SIKES	400 Cottonwood	Nadia Sikes
Date	Name (Printed)	Address (No P.O. Box)	Signature
543 8/24/18	Shawna Espinoza	3501 Fernwood Ave.	Shawna Espinoza
Date	Name (Printed)	Address (No P.O. Box)	Signature

* (10)

Page 41 of 48

* Attention: Rachel Hughes

Our Commissioner Nadia Sikes collected the last two signatures on this page, and the first three on Page 40. She used her own signature sheets for collection.

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

448	8/11/18	Janet Stygar	3600 Basswood Dr. Shavano Park, UT	Janet Stygar
	Date	Name (Printed)	Address (No P.O. Box) 858310	Signature
458	8/11/18	Ronald Cole	207 TEAKWOOD DRIVE	Ronald Cole
	Date	Name (Printed)	Address (No P.O. Box)	Signature
468	11/1/18	Tamara Curl	207 Teakwood Drive	Tamara Curl
	Date	Name (Printed)	Address (No P.O. Box)	Signature
478	11/1/18	Anita Cole	207 Teakwood Drive	Anita Cole
	Date	Name (Printed)	Address (No P.O. Box)	Signature
488	11/1/18	Michael D. Elliott	3611 Greasewood Ave	Michael D. Elliott
	Date	Name (Printed)	Address (No P.O. Box)	Signature
498	11/1/18	ANA CASTRO	3609 Greasewood	Ana Castro
	Date	Name (Printed)	Address (No P.O. Box)	Signature
508	8/11/18	Judy Padilla	3601 Greasewood	Judy Padilla
	Date	Name (Printed)	Address (No P.O. Box)	Signature
518	9/1/18	Mark Owen	3601 Greasewood	Mark Owen
	Date	Name (Printed)	Address (No P.O. Box)	Signature
528	11/1/18	Tonya Elliott	3601 Greasewood	Tonya Elliott
	Date	Name (Printed)	Address (No P.O. Box)	Signature
538	11/1/18	LOUISE CLACK	3506 GREASEWOOD AVE	Louise Clack
	Date	Name (Printed)	Address (No P.O. Box)	Signature
548	11/1/18	Joanie Alkin	3502 Greasewood	Joanie Alkin
	Date	Name (Printed)	Address (No P.O. Box)	Signature
558	8/11/18	Louise Clack	3506 GREASEWOOD	Louise Clack
	Date	Name (Printed)	Address (No P.O. Box)	Signature
568	11/1/18	Louise Clack	3506 GREASEWOOD	Louise Clack
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

5568	11/19/18	Jessie Butler	506 Sunset Alamogordo	Jessie Butler
	Date	Name (Printed)	Address (No P.O. Box)	Signature
5578	11/19/18	ERIC WIGRO	2483 DESERT HILLS DR.	Eric Wigro
	Date	Name (Printed)	Address (No P.O. Box)	Signature
5588	11/19/18	Larry Lyster	1419 Indiana	Larry Lyster
	Date	Name (Printed)	Address (No P.O. Box)	Signature
578	11/19/18	Perry Koehn	3015 Tatum Rd	Perry Koehn
	Date	Name (Printed)	Address (No P.O. Box)	Signature
608	11/19/18	Wright Butler	506 Sunset	Wright Butler
	Date	Name (Printed)	Address (No P.O. Box)	Signature
		RAFAEL PERA		
618	11/19/18	Rafael Pera	1411 PLAZA Del Prado	Rafael Pera
	Date	Name (Printed)	Address (No P.O. Box)	Signature
628	11/19/18	Edu Peria	1411 Plaza Del Prado	Edu Peria
	Date	Name (Printed)	Address (No P.O. Box)	Signature
638	11/19/18	RAFAEL PERA	10 PERA CT	Rafael Pera
	Date	Name (Printed)	Address (No P.O. Box)	Signature
648	11/19/18	Joe Peria	1411 Plaza Del Prado	Joe Peria
	Date	Name (Printed)	Address (No P.O. Box)	Signature
658	11/19/18	Shirley White	2532 TRES LAGOS	Shirley White
	Date	Name (Printed)	Address (No P.O. Box)	Signature
668	11/19/18	DWIGHT WHITE	2532 TRES LAGOS	X
	Date	Name (Printed)	Address (No P.O. Box)	Signature
678	11/19/2018	JACK BROCK	3018 Del Cerro	Jack Brock
	Date	Name (Printed)	Address (No P.O. Box)	Signature
68	8/20/2018	Donald E. Larsen Jr.	1007 McKinley Avenue	Donald E. Larsen Jr.
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

6909/15/18	Parker Switzer	26 Camino Del Centro	Parker Switzer
Date	Name (Printed)	Address (No P.O. Box)	Signature
5704/15/18	Rosario Muller	3004 Sunland	Rosario Muller
Date	Name (Printed)	Address (No P.O. Box)	Signature
7115/15/18	Edwan M. Switzer	26 Camino Del Centro	Edwan M. Switzer
Date	Name (Printed)	Address (No P.O. Box)	Signature
5729/15/18	Leoric Young	810 Madison Ave	Leoric Young
Date	Name (Printed)	Address (No P.O. Box)	Signature
5731/15/18	Kaylee Switzer	26 Camino Del Centro	Kaylee Switzer
Date	Name (Printed)	Address (No P.O. Box)	Signature
5744/15/18	Karensa Jenkins	1211 23rd St	Karensa Jenkins
Date	Name (Printed)	Address (No P.O. Box)	Signature
5759/15/18	Alicia Arensdahl	2310 Pine Drive	Alicia Arensdahl
Date	Name (Printed)	Address (No P.O. Box)	Signature
5769/15/18	John W Hobbs	900 Spruce Ave	John W Hobbs
Date	Name (Printed)	Address (No P.O. Box)	Signature
5779/15/18	Robert F Reddy	100 Crows Ave	Robert F Reddy
Date	Name (Printed)	Address (No P.O. Box)	Signature
5789/18/18	Chris Clark	1313 14th St	Chris Clark
Date	Name (Printed)	Address (No P.O. Box)	Signature
5799/15/18	[Signature]	1502 Aspen apt B	James Wilkii
Date	Name (Printed)	Address (No P.O. Box)	Signature
5809/15/18	Erik Severson	642 24th St	Erik Severson
Date	Name (Printed)	Address (No P.O. Box)	Signature
5819/15/18	Rivir Alcorn	942 Sherwood	Rivir Alcorn
Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

582	9/15/18	<u>Kristen Sowers</u> Name (Printed)	<u>556 Tierra Bella Drive</u> Address (No P.O. Box)	<u>Kristen Sowers</u> Signature
583	9/15/18	<u>Evan Sowers</u> Name (Printed)	<u>Same as above</u> Address (No P.O. Box)	<u>Evan Sowers</u> Signature
584	9/15/18	<u>Ian French</u> Name (Printed)	<u>3436 Calle Verde Dr</u> Address (No P.O. Box)	<u>Ian French</u> Signature
585	9/13/18	<u>Julian Provod</u> Name (Printed)	<u>Alamo Apartments</u> Address (No P.O. Box)	<u>Julian Provod</u> Signature
586	9/13/18	<u>Amanda Candellario</u> Name (Printed)	<u>1407 Plaza Del Prado</u> Address (No P.O. Box)	<u>Amanda Candellario</u> Signature
587	9/14/18	<u>Rick L. Miller</u> Name (Printed)	<u>1412 Hendrix</u> Address (No P.O. Box)	<u>Rick L. Miller</u> Signature
588	9/14/18	<u>PATSY BARGER</u> Name (Printed)	<u>1354 DISCOVERY</u> Address (No P.O. Box)	<u>Patsy Barger</u> Signature
589	9/14/18	<u>HYERI JACKSON</u> Name (Printed)	<u>3841 BASSWOOD DR</u> Address (No P.O. Box)	<u>Hyeri Jackson</u> Signature
590	9/15/18	<u>Kyrie Aragon</u> Name (Printed)	<u>1204 Hendrix Ave</u> Address (No P.O. Box)	<u>Kyrie Aragon</u> Signature
591	9/15/18	<u>Sonny Aragon</u> Name (Printed)	<u>1204 Hendrix Ave</u> Address (No P.O. Box)	<u>Sonny Aragon</u> Signature
592	9/15/18	<u>Victoria Dasey</u> Name (Printed)	<u>2900 N Broad Street</u> Address (No P.O. Box)	<u>Victoria Dasey</u> Signature
593	9/16/18	<u>Josie Amay</u> Name (Printed)	<u>3112 Sunrise Ave</u> Address (No P.O. Box)	<u>Josie Amay</u> Signature
594	1/1	<u>Ignacio Hernandez</u> Name (Printed)	<u>598 Hwy 54 S. UNIT 3292</u> Address (No P.O. Box)	<u>Ignacio Hernandez</u> Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

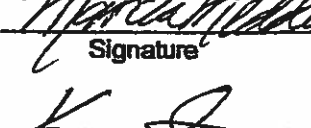
OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

95	9/13/18	Bobby Thompson	2511 one ave	Bobby Thompson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
96	9/13/18	Frank H	2305 Camino Del Rey	Frank H
	Date	Name (Printed)	Address (No P.O. Box)	Signature
97	9/13/18	Vincent E Scaup III	960. Jarrow St	Vincent E Scaup III
	Date	Name (Printed)	Address (No P.O. Box)	Signature
98	9/13/18	Lana Anderson	3020 Hopi Trail	Lana Anderson
	Date	Name (Printed)	Address (No P.O. Box)	Signature
99	9/13/18	AARON BLACK	1310 82ND ST	AARON BLACK
	Date	Name (Printed)	Address (No P.O. Box)	Signature
100	9/13/18	Pazcilla Daporta	1900 Abbott H Ave	Pazcilla Daporta
	Date	Name (Printed)	Address (No P.O. Box)	Signature
101	9/11/18	Shauna Davis	914 Indian Wells	Shauna Davis
	Date	Name (Printed)	Address (No P.O. Box)	Signature
102	9/13/18	Chris Kuhlberg	1111 Lindberg	Chris Kuhlberg
	Date	Name (Printed)	Address (No P.O. Box)	Signature
103	9/15/18	ANTHONY OVERRAY	3601 FERNWOOD AVE	Anthony Overray
	Date	Name (Printed)	Address (No P.O. Box)	Signature
104	9/15/18	Chris Smith	2509 Westminster	Chris Smith
	Date	Name (Printed)	Address (No P.O. Box)	Signature
105	9/15/18	Matthew P. Hill	3652 Fernwood Ave	Matthew P. Hill
	Date	Name (Printed)	Address (No P.O. Box)	Signature
106	9/15/18	Alonso Acosta-Mota	3816 Fernwood Ave	Alonso Acosta-Mota
	Date	Name (Printed)	Address (No P.O. Box)	Signature
107	9/16/18	LAWRENCE DuBois	3931 WOOD LOOP	Lawrence DuBois
	Date	Name (Printed)	Address (No P.O. Box)	Signature

PETITION

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE FROM R1 (single family) to R4 (apartments)

1089	9/15/18	Linda Scovel	11116 th ST Alamogordo	Linda Scovel
	Date	Name (Printed)	Address (No P.O. Box)	Signature
1099	9/16/18	Arthur Peterson	4631 Wood Cup	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
110	9/16/18	Kirsten Theobald	3663 Ironwood Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
111	9/16/18	Jordan Theobald	3665 Ironwood Dr	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
1129	9/16/18	Kathy Overbay	3601 Fernwood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
1139	9/16/18	Enrique De Santiago	3511 Basswood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
114	9/16/18	Patricia Gonzales	3511 Basswood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
115	9/16/18	Selena Gonzales	3511 Basswood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
1169	9/16/18	Ryan Gonzales	3511 Basswood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
1179	9/16/18	Marcia Middel	3510 Greasewood	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
118	9/17/18	Kevin Sullivan	3851 Basswood Drive	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
1199	9/17/18	Yova Thao	3851 Basswood Drive	
	Date	Name (Printed)	Address (No P.O. Box)	Signature
1209	9/17/18		393 Laborcita	
	Date	Name (Printed)	Address (No P.O. Box)	Signature

RECEIVED

SEP 17 2018

PETITION

CITY CLERK

We, the undersigned citizens of the City of Alamogordo, New Mexico, hereby petition the City Commission for the following reasons: _____

OPPOSITION TO COTTONWOOD HEIGHTS WEST REZONE**FROM R1 (single family) to R4 (apartments)**

Tularosa, NM

12/08/21/18	Donna R. Mohr	99 Moon Valley Rd	Donna E Mohr
Date	Name (Printed)	Address (No P.O. Box)	Signature
12/20/21/18	CRISTINA FOGLE	3511 Fernwood Ave	Cristina Fogle
Date	Name (Printed)	Alamogordo NM 88310	Signature
12/23/21/18	VICTORIA BONN	300 glacier Dr	Victoria Bonn
Date	Name (Printed)	Alamogordo NM 88310	Signature
12/24/21/18	Marym Serna	Hishrolls nm 88325	Marym Serna
Date	Name (Printed)	320 Old Fire House Rd	Signature
12/25/21/18	Xavier Solis	3526 Calle Verde	Xavier Solis
Date	Name (Printed)	Address (No P.O. Box)	Signature
12/26/21/18	Sison Kuman	3526 Calle Verde	Sison Kuman
Date	Name (Printed)	Address (No P.O. Box)	Signature
12/27/21/18	Shawn Oswalt	902 24th St.	Shawn Oswalt
Date	Name (Printed)	Address (No P.O. Box)	Signature
____/____/____	____	____	____
Date	Name (Printed)	Address (No P.O. Box)	Signature
____/____/____	____	____	____
Date	Name (Printed)	Address (No P.O. Box)	Signature
____/____/____	____	____	____
Date	Name (Printed)	Address (No P.O. Box)	Signature
____/____/____	____	____	____
Date	Name (Printed)	Address (No P.O. Box)	Signature
____/____/____	____	____	____
Date	Name (Printed)	Address (No P.O. Box)	Signature

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/21/2018

Report No: 12.

Submitted By: Bob Johnson

Subject: Consider, and act upon, award of Public Works Bid. No. 2018-007 to D&R Tank Company related to the Rehab Upper Heights Ground Storage Tank project, in an amount not to exceed \$597,140.64, including NMGRT. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: \$597,140.64

Amount Budgeted: \$852,510.00

Fund: 081-9399-990.68-99 PW1802

Additional Fiscal Impact:

Recommendation: Approve the award.

Background: The work will consist of removal of the exterior ladder and replace with staircase, new roof hatch and manway, new overflow piping, interior and exterior sandblasting and painting, and removal and replacement of the cathodic protection system.

The project was advertised on July 29, 2018. Bids were opened at 2:00 p.m. on August 30, 2018 with three (3) bids received:

Please refer to the attached bid tabulation.

BID TABULATION
REHAB UPPER HEIGHTS GROUND STORAGE TANK
PUBLIC WORKS BID NO. 2018-007
AUGUST 30, 2018 2:00 PM
COMMISSION CHAMBERS

ITEM NO.	QUANTITY	DESCRIPTION	Opinion of Probable Construction Cost	D & R Tank Company	Riley Industrial Services, Inc.	Utility Service Co., Inc.
			Total Price	Total Price	Total Price	Total Price
Base Bid	1 L/S	Rehab Upper Heights Ground Storage Tank	\$816,400.00	\$552,908.00	\$882,180.00	\$1,120,400.00
		NMGRT 8%	\$65,312.00	\$44,232.64	\$70,574.40	\$89,632.00
		TOTAL	\$881,712.00	\$597,140.64	\$952,754.40	\$1,210,032.00

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/21/2018

Report No: 13.

Submitted By: Bob Johnson

Subject: Consider, and act upon, approval of Change Order No. 5, RFQ 2014-05, to Bohannon Huston, Inc. related to the engineering and design services for the Bonito Lake Restoration project, in an amount not to exceed \$107,038.75, including tax. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: \$107,038.75

Amount Budgeted: \$10,219,425.00

Fund: 081-0008-461.60-79 PW1501

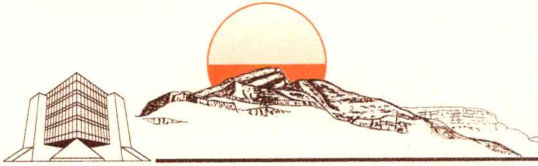
Additional Fiscal Impact: \$2,297,532.58 available.

Recommendation: Approve the Change Order.

Background: This Change Order is to provide additional engineering and design services required to facilitate -

(1) Permit processing through the New Mexico Office of State Engineer - Dam Safety Bureau (NMOSE-DSB).

(2) Construction inspection and oversight.



City of Alamogordo



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

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 5

BONITO LAKE RESTORATION

RFQ NO. 2014-05

DATE: **SEPTEMBER 11, 2018**

ENGINEER: BOHANNAN HUSTON, INC.
7500 JEFFERSON NE, COURTYARD 1
ALBUQUERQUE, NM 87107

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

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Provide additional engineering and design services required by the Office of State Engineer – Dam Safety Bureau (OSE-DSB) related to permitting.

Increase the on-site Resident Project Representative (RPR) time-and-materials services budget based on the current anticipated construction schedule of approximately 24 months.

REVISED CONTRACT AMOUNT

1. Original Contract Amount	\$1,298,811.94*
2. Total Contract Amount Including Previously Approved Change Orders.....	\$1,488,981.83*
3. Amount of this Change Order (Increase).....	\$ 107,038.75*
4. Total Revised Contract Amount to Date	\$1,596,020.58*

* includes New Mexico Gross Receipts Tax.

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

CHANGE ORDER ACCEPTED AND APPROVED:

BY: 
Engineer

9-12-18
Date

CHANGE ORDER APPROVED BY CITY COMMISSION / CITY MANAGER:

BY: _____
City Manager

Date

BY: _____
City Attorney

Date

Bohannon Huston

ENGINEERING SERVICES AGREEMENT AMENDMENT

Project: Alamogordo Bonito Lake Restoration Design
Permitting and Construction

Project No.: 20160031

Contract Date: 5/7/2015

Engineer: Bohannon-Huston, Inc.
425 S. Telshor Blvd., Suite C-103
Las Cruces, NM 88011-8237

Amendment No.: 5
Date: August 16, 2018

Reason and Justification for Amendment: (use additional sheets, if necessary)

Adjust ongoing work efforts based on NMOSE permitting requirements and current construction scope and schedule.

Requested or initiated by: ☐ User Agency ☐ Owner ☒ Engineer ☐ Other

The Engineer is authorized to provide the following described services (scope of services and compensation).

1. Provide additional engineering services related to the NMOSE permit processing. Additional work was required to incorporate responses to NMOSE comments on initial submittal required predominately by our subconsultant (CDM Smith) that was not a part of the original budget for this task. 2. Increase construction inspection budget to reflect current anticipated construction schedule of 24 months.

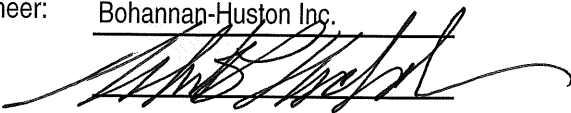
FEE SCHEDULE

Description	Current Contract Amount	Amend #5	Revised Contract Amount
1B1 - Project Management	\$161,586		\$161,586
1B2 - Surveying and Mapping	\$56,300		\$56,300
1B3 - Environmental Clearances	\$86,267		\$86,267
1B4 - Funding Agency Coordination	\$78,200		\$78,200
1B5 - Geotechnical Invest and Eval	\$62,100		\$62,100
2B1 - Coffe Dam/Flow Diversion Design	\$109,886		\$109,886
2B2 - Erosion Control Measures Design	\$17,000		\$17,000
2B3 - Dewatering & Debris Removal	\$156,700		\$156,700
2B4 - Dewatering/Debris Removal Permit	\$70,000		\$70,000
2B5 - Haul Route Traffic Control	\$6,700		\$6,700
2B6 - Disposal Site Grading/Access/SWPPP	\$27,800		\$27,800
3B1 - Intake Tower Damage Ass. and Design	\$79,890		\$79,890
3B21 - Catwalk to Intake Tower Evaluation	\$24,500		\$24,500
3B22 - Catwalk to Intake Tower Design	\$83,700		\$83,700
3B3 - Upstream Dam Face Repair	\$26,600		\$26,600
3B4 - Drain System Improvements Design	\$30,964		\$30,964

Description	Current Contract Amount	Amend #5	Revised Contract Amount
4B1 - Engineering Design Report	\$21,200		\$21,200
4B2 - Contract Documents	\$5,800		\$5,800
4B3 - OSE Permitting	\$22,593	\$23,824	\$46,417
5B1 - Bid Phase Administration	\$23,800		\$23,800
6B1 - Construction Administration	\$117,757		\$117,757
6B2 - Construction Observation	\$95,400	\$75,000	\$170,400
6B3 - Final Project Documentation	\$14,163		\$14,163
TOTAL	\$1,378,906	\$98,824	\$1,477,730

AGREED AND RECOMMENDED:

Engineer: Bohannon-Huston Inc.

By: 

Title: Sr. Vice President

APPROVED:

Owner: City of Alamogordo

By: _____

Date: _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/21/2018

Report No: 14.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, Resolution No. 2018-39 approving a Grant Agreement between the City of Alamogordo and the New Mexico Department of Finance and Administration, Local Government Division for Capital Appropriation Project No.18-C2537 in the amount of \$240,000 to design, construct, purchase and equip playground shade structures at Alameda Park Zoo, Alamogordo Family Recreation Center, Griggs Field, Hermoso el Sol, Paiute Park and University Park. (*Veronica Ortega, Community Services Director*) **(Roll Call Vote Required)**

Fiscal Impact: \$240,000

Amount Budgeted: \$0.00

Fund: 032-0000-317.16-13

Additional Fiscal Impact: State grant received. Project No. CS1901

Recommendation: Staff is recommending approval of Resolution No. 2018-39.

Background: The City of Alamogordo applied for funding to install shade structures on 6 playgrounds around the City. This project was identified in the City of Alamogordo's FY 2019-2023 Infrastructure Capital Improvement Plan. The City was awarded funding and received a grant agreement from New Mexico Department of Finance and Administration, Local Government Division for Capital Appropriation Project No.18-C2537 in the amount of \$240,000 to design, construct, purchase and equip playground shade structures at Alameda Park Zoo, Alamogordo Family Recreation Center, Griggs Field, Hermoso el Sol, Paiute Park and University Park. Shade structures are a great way to get even more use out of outdoor recreation space. By lowering temperatures and decreasing direct sun exposures, shades enable more time outdoors to enjoy the beautiful park playgrounds.

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the City of Alamogordo, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2018, Chapter 80, Section 26, Para. 134, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

18-C2538 \$100,000.00 Appropriation Reversion Date: 30-JUN-20
Laws of 2018, Chapter 80, Section 26, Paragraph 134, One Hundred Thousand Dollars (\$100,000.00)
to purchase and equip vehicles for the police department in Alamogordo in Otero county.

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars (**\$100,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"),^[1] if applicable, Zero Dollars (**\$0.00**), which equals One Hundred Thousand Dollars (**\$100,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse^[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Alamogordo
Name: Maria Herndon
Title: Administrative Manager
Address: Alamogordo Police Dept., Alamogordo, NM, 88310
Email: mherndon@ci.alamogordo.nm.us
Telephone: 575-439-4300

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: City of Alamogordo
Name: Debbie Osborne
Title: Grant Coordinator
Address: 1376 E. Ninth Street, Alamogordo, NM, 88310
Email: dosborne@ci.alamogordo.nm.us
Telephone: (575) 439-4257

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Mr David A Buchen
Title: Program Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: David.Buchen@state.nm.us
Telephone: 505-827-4957

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2020**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, repquired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Alamogordo may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Alamogordo's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamogordo, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamogordo or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the City of Alamogordo may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Alamogordo's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Signature of Official with Authority to Bind Grantee

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: Division Director

Signature

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount (If Applicable): _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount (If Applicable): _____
G. Grant Balance: _____
H. ☐ GF ☐ GOB ☒ STB (attach wire if first draw)
I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : 2019
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☒ Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☒ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts, and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

RESOLUTION NO. 2018-39

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALAMOGORDO, NEW MEXICO APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR CAPITAL APPROPRIATION PROJECT (18-C2537) IN THE AMOUNT OF \$240,000 FOR THE CITY OF ALAMOGORDO TO DESIGN, CONSTRUCT, PURCHASE AND EQUIP PLAYGROUND SHADE STRUCTURES AT ALAMEDA PARK ZOO, ALAMOGORDO FAMILY RECREATION CENTER, GRIGGS FIELD, HERMOSO EL SOL, PAIUTE PARK AND UNIVERSITY PARK.

WHEREAS, the Board of Commissioners of the City of Alamogordo, of Otero County of the State of New Mexico seeks to enter into a Grant Agreement with the State of New Mexico Department of Finance and Administration under Capital Appropriation Project 18-C2537; and,

WHEREAS, the Capital Appropriation Project 18-C2537 funds total \$240,000; and,

WHEREAS, these funds will be utilized to design, construct, purchase and equip playground shade structures at Alameda Park Zoo, Alamogordo Family Recreation Center, Griggs Field, Hermoso El Sol, Paiute Park and University Park in the City of Alamogordo in Otero County; and,

WHEREAS, the Playground Shade Structure Project estimated cost is no more than \$240,000.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, THAT

Section 1. The City of Alamogordo is hereby authorized to prepare and submit the Capital Appropriation Project grant agreement package; and,

Section 2 . The City Commission directs and designates the City Manager and Assistant City Manager, or his/her successors as official representatives authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement; and,

Section 3 . The City of Alamogordo officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED APPROVED AND ADOPTED this _____ of _____ 2018.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM;

Petria Schrieber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/21/2018

Report No: 15.

Submitted By: Brian Peete

Subject: Presentation of the Alamogordo Police Department's Five Year Strategic Plan (*Brian Peete, Chief of Police*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: The Alamogordo Police Department will present its 5-Yr Plan to the City Commission.



As of August 27, 2018

INTRODUCTION

The Alamogordo Police Department (APD) has formulated a five-year plan based on its Vision, Mission and Values statements. The plan is heavily based on expansion and growth information derived from recent tourist and branding-related initiatives and the City's current [Managed Growth Plan Executive Summary](#).

Years of below minimal staffing and neglect of equipment upkeep has plummeted APD's morale, recruitment and retention efforts, proactive effectiveness and overall capabilities. APD is straining to maintain operational readiness and must grow while introducing modern policing Tactics, Techniques and Procedures (TTPs) to meet current and future public safety demands.

VISION, MISSION, AND VALUES

APD's Vision, Mission, and Value statements serve as both the department's foundation and the guiding principles that will direct its priorities.

Vision: To be recognized as a national model of excellence in public service and as the premier law enforcement and animal control agency in the state.

Mission: We are professionals who will strive every day to provide the best possible service to our community. We will implement effective strategies that reduce crime, the fear of crime, and advocate for animals and their care.

Values:

Integrity- To always do the right thing. We will be truthful; free from bias, discrimination, deceit and preferential treatment.

Professionalism- To conduct ourselves in a mutually respectful manner which preserves dignity for all and is deserving of the public's trust.

Proficiency- Competence and legitimacy through constant pursuit of knowledge and development.

Pride- We will take pride in our profession, department, self and community.

Wellness and Safety- To champion initiatives that are designed to provide the public and our personnel the tools needed to sustain physical and mental well-being.

SUMMARIZED STRATEGIC PLAN



As of August 27, 2018

Based on current indicators, APD has identified three primary goals/areas of concern of which its Values, Vision, and Mission statements will direct yearly implementation of new policies and programs so to achieve all respective goals:

1) Succession Planning: The average years of law enforcement experience for APD officers is between 3-5 years. Approximately 15% of APD officers have 15 or more years of law enforcement experience of which half are either able to retire or expected to retire within the next two years. APD must implement programs designed to attract and retain top talent.

2) Narcotics/High-Risk Operations: APD has seen a rise in property crimes, drug over-doses, drug-related arrests and crime which are key indicators of increases in illegal narcotics within the City limits. AMR personnel are also reporting increased calls for service for individuals non-responsive from drug use. In 2017, AMR responded to 318 calls for service relating to toxicological calls for service and there are 146 as of early July 2018¹. Law Enforcement intelligence tells us fentanyl, methamphetamines and heroin are prevalent in our City and that there is significant abuse of opioids (prescriptions) and marijuana. There is also concern that Kratom is emerging in the state which has been linked to 44 deaths as of February 2018². It should be noted that responding to narcotic-related incidents substantially increases officer and first responder safety.

3) Finally, citizens throughout the City have expressed traffic-related concerns within the City limits³.

As such, APD's strategic focus will be:

A) Increasing personnel to meet current and future demands and organizational restructuring to increase department capabilities, prevent burnout, attract/retain top talent, and provide more leadership opportunities for a robust succession plan.

B) Modernize/upgrade technology, equipment and facilities.

C) Implement intelligence-led policing practices, provide personnel with the best possible training, and upgrade TTPs so to increase officer safety and survivability, reduce liability claims and to become the State's public safety training hub.

CURRENT BUDGET AND NUMBERS

¹ Source AMR (July 2018)

² Fusion Center Report from Taos PD.

³ From April 2018 to June 2018, Chief Brian Peete has spoken with numerous Alamogordo citizens while responding to calls for service, speaking at events, or in casual conversation.



As of August 27, 2018

According to the City's 2018 Comprehensive Growth Plan, Alamogordo was estimated to have a 2016 population of 31,283 with a total land area of 19.3 square miles. APD currently has 59 sworn police officer positions with one over-fill position. Using an estimated population of 32,000, there are 1.875 officers per 1000 residents. According to a [conversion factor of 2016 FBI data](#), the national average is 2.4 officers per 1000 residents. Based on the same estimated population of 32,000 residents, APD would need to increase the number of sworn personnel from 59 to 77 sworn officers. Additionally, it is recommended to increase Animal Control Road Officers from 4 to 5.

Police Department/Police Department Summary

BUDGET SUMMARY	FY2017 Actual	FY2018 Adjusted Budget	FY2019 Budget Request	\$ Change	% Change
Expenditures					
Salaries & Benefits	4,127,022	4,348,135	4,730,266	382,131	9%
Supplies	271,178	317,964	338,052	20,088	6%
Maintenance	58,169	73,554	63,914	(9,640)	-13%
Utilities	76,246	95,059	114,775	19,716	21%
Other Services	83,858	112,636	129,383	16,747	15%
Other Expense	4,881	64,756	110,943	46,187	71%
Insurance Premiums	144,409	168,902	188,703	19,801	12%
Capital	824,249	1,232,133	257,828	(974,305)	-79%
Grand Total	5,590,012	6,413,139	5,933,864	(479,275)	-7%

FY 2018/2019 Alamogordo City Budget

CURRENT FACILITIES AND PRIMARY EQUIPMENT INVENTORY

Facilities: Public Safety Building, Training Building, and ACO Building

Vehicles: 65 Total Vehicles- (1) 2018 F150, (7) 2017 F150's, (4) Ford Taurus', (2) Ford Fusions, (26) Ford Explorers, (24) Crown Victoria sedans, (1) Chevy Impala

Weapons: O/C spray, tasers, firearms, shotguns, semi-automatic rifles for ~60-65 personnel

1st YEAR GOALS

- Review existing policies and technology to find immediate ways to improve availability/show up rates, self-initiated officer activity, and administrative activity: MDT's are nearly online in every patrol vehicle. IAPro, a Professional Standards system



As of August 27, 2018

which tracks officer incidents in the field and serves as a behavioral and performance Early Warning System has been instituted. Procurement of Leadsonline and other tracking database systems. We also found the most significant cost to improve response time is the implementation of a new Case Management System or an upgrade to the current system.

- Increase and augment personnel: Identified APD needs an increase of sworn personnel to 77, to add a Policy and Program Analyst, and to add an additional ACO Road Officer. As of now, APD has almost filled all open positions approximately half of which are certified officers. APD can also establish an MOU with New Mexico Mounted patrol to augment APD as necessary.
- Research the feasibility of a Public Safety Answering Point (PSAP): APD executive supervision and the Sheriff-elect are in early discussion. PSAP may have significant initial contribution costs.
- Implement programs designed to improve community relations and officer survivability: Partner with Community Social Service agencies to develop and implement a robust Crisis Intervention Training (CIT) Program and implement a Peer Support Program and a spousal/partner support network: would require fiscal support for a civilian Program Coordinator. APD is also purchasing new Taser equipment.
- Improve APD presence in areas that have a higher probability for police services so to improve response times: APD is coordinating an auxiliary office at GCRMC and researching satellite options for the south side of the City.
- Proactive Policing Initiatives: Stabilize and strengthen the K9 unit, implement a dedicated Traffic Unit (Interdiction Unit) and re-join HIDTA.
- Implement an SRT (Special Response Team). SRT Training may require increases in OT budget.
- Assess the functionality of the ACO facility: Due to health concerns, repeated maintenance costs, and euthanasian rates, it is recommended a new ACO facility be built at 3102 N. Florida.
- Minimize tort claims against the City: Create a satellite office in-house for the City Attorney's office to use when necessary and to provide training to officers. Establish a CJ Internship program to assist with statistical reporting and paralegal and administrative work.
- Identify cost-effective ways to maximize space for anticipated growth: 1) Consolidate evidence storage: The property at 711 Texas is for sale. APD hopes to buy the property and construct a new facility for evidence storage in its place within five years. 2) Construct a training and storage facility in APD's impound lot.
- Request an additional \$70,000 each year to incorporate a Vehicle Replacement Program which rotates older cars with newer ones to ensure the health of the vehicle fleet⁴.

APD plans to stay within the 2019 budget to achieve first year goals.

2nd YEAR GOALS

- Increase overall personnel by thirteen (13): Ten (10) sworn personnel allotments (working towards 77 sworn officers) of two (2) Sergeants and eight (8) officers, one (1) ACO Road Officer, and one (1) Policy and Program Analyst.
- Coordinate with Otero County and implement a Mobile Crisis Response Unit⁵

⁴ To include ACO and APD vehicles. NOTE: There may need to be increases in operating costs such as uniforms going forward so to accommodate additional personnel: Those estimations are not included in this five-year plan.

⁵ Include a licensed clinical practitioner, two Peer Support Specialists, one Officer. Yearly salary/benefits estimated to be ~\$154,000: \$90,000 in salary and benefits for Licensed Clinical practitioner, and \$32,000 per Peer Support Specialists at a national average of \$12 per hour.



As of August 27, 2018

- Establish a Traffic Safety and Interdiction Unit which targets safety and drug interdiction.
- Institute a Special Response Team (SRT) and grow the K9 Unit by one K9.
- Re-introduce the Department's Bike Patrol Program.
- Continue to actively solicit grant and private funding to augment APD's operating budget.
- Demolish the "La Placita" property on Florida next to Griggs Field (for a new ACO facility).

A necessary increase in department ACOs would grow from four (4) to five (5) and should include one (1) additional ACO with one (1) ACO vehicle. Annual estimated costs for one (1) ACO is \$31,000⁶ of salary and benefits and \$6200 in uniform and equipment items⁷. Estimated costs for adding one ACO vehicle to the fleet consists of the vehicle price and logistics⁸ is estimated to be \$35,000. **(\$37,200 for one ACO and \$35,000 for one vehicle for a total of \$72,200)**

A necessary increase in department sworn personnel would grow from 60 to 70 and should include: Two (2) Sergeants, eight (8) Officers, with eight (8) vehicles. Annual estimated costs for one (1) Sergeant is \$87,000⁹ of salary and benefits and \$300 in new uniform items.

Annual estimated costs for one (1) Officer is \$60,000 of salary and benefits¹⁰, \$2000 in new uniform items, and \$5650 in ammunition, equipment and weapons¹¹. Estimated costs for adding one patrol vehicle to the fleet consists of the vehicle price and logistics (e.g. vehicles, gas, insurance) and is estimated to be \$50,000. **(\$87,300 per new Sergeant, \$541,200 for eight (8) new Officers and \$400,000 for eight (8) vehicles for a total of \$1,028,500).**

The total costs for a Policy and Program Analyst is estimated to be \$62,000¹².

The additional costs for the SRT is estimated to be an extra \$20,000¹³.

The total costs for an additional K9 is estimated to be \$13,000¹⁴.

The total costs for bicycle maintenance, training and equipment is estimated to be \$2,500¹⁵.

The total costs for a dedicated traffic unit is estimated to be \$10,000¹⁶.

Estimated demolition costs for "La Placita" at 3102 N. Florida are ~\$65,000.

⁶ Current annual salary is approximately \$23,000.

⁷ Includes BP vest, BWC, Radio and Taser.

⁸ Includes emergency lights, radio, gas, insurance.

⁹ Current annual salary is approximately \$52,000.

¹⁰ Current annual salary is approximately \$36,000.

¹¹ Includes BWC, radio, sidearm, rifle/shotgun, taser, taser cartridges, ammunition, and sim-munitions.

¹² The salary range for such Analysts ranges from \$40,000 - \$79,000. This cost is based on a salary of \$40,000 with insurance, benefits, etc. Many grants require heavy statistical reporting; a talent APD does not possess. PPA can also assist MIS.

¹³ Includes weapons, equipment, training, upgrades in multi-purpose vehicles. Subsequent budgets will have to allot for replacing equipment and training. APD currently still has \$15,000 for SWAT training. Estimated costs for initial training for 10 officers is approximately \$22,000.

¹⁴ Includes canine, vest, equipment, and training.

¹⁵ Includes training, bike mounts, tune ups for existing bikes, helmets, and new uniform items.

¹⁶ Motorcycle training, insurance, equipment and uniform items. Motorcycle purchases would come from vehicle fund.



As of August 27, 2018

Costs to establish a Mobile Crisis Response Unit are \$154,000 and could be shared with the County¹⁷.

The total increased costs for Year 2 are estimated at \$1,273,000

3rd YEAR GOALS

- Increase sworn personnel allotments by a minimum of seven officers from 70 to 77 (working towards 77 sworn officers): One Lieutenant, One Sergeant, Five Officers.
- Upgrade the CMS system.
- Construct a new evidence storage facility at 711 Texas as well as a new training facility in the Impound lot.
- Construction of a new ACO facility¹⁸.

A necessary increase in department sworn personnel would grow from 70 to 77 and should include: One (1) Lieutenant, one (1) Sergeant, and five (5) Officers with five (5) vehicles. Annual estimated costs for one (1) Lieutenant (at the current salary rate) is \$93,000¹⁹ of salary and benefits and \$300 in new uniform items. Annual estimated costs for one (1) Sergeant (at the current salary rate) is \$87,000²⁰ of salary and benefits and \$300 in new uniform items. Annual estimated costs for one (1) Officer (at the current salary rate) is \$60,000 of salary and benefits²¹, \$2000 in new uniform items, and \$5650 in ammunition, equipment and weapons²². Estimated costs for adding one patrol vehicle to the fleet consists of the vehicle price and logistics (e.g. vehicles, gas, insurance) and is estimated to be \$50,000. **(\$93,300 per new Lieutenant, \$87,300 per new Sergeant, \$338,250 for five (5) new Officers and \$250,000 for five (5) vehicles for a total of \$768,850).**

Current 2018 estimates to upgrade the Case Management System to Superior's ONESolution platform are approximately \$600,000 for licensing and software. Infrastructure would add approximately \$400,000 for a total of \$1MM²³.

Current 2018 estimates to build an evidence building and additional office space is \$125,000²⁴.

Current estimates to build a new training facility are \$175,000²⁵

Current 2018 estimates to build a new ACO facility are \$1,000,000²⁶.

¹⁷ This figure is not included in the budget for the five-year plan with the assumption the County will assist with funding.

¹⁸ Current facility is approximately 5400 sq. ft.

¹⁹ Current annual salary is approximately \$61,000.

²⁰ Current annual salary is approximately \$52,000.

²¹ Current annual salary is approximately \$36,000.

²² Includes BWC, radio, sidearm, rifle/shotgun, taser, taser cartridges, ammunition, and sim-munitions.

²³ Note: Additional upgrades would be required on the City side that would cost approximately \$1MM assuming we go with Superior. If the City went with a different platform, costs would most likely double at the minimum.

²⁴ Based on 2,000 sq. ft. at \$50 per sq. foot. w/ furniture (Steel bldg.).

<https://www.buildingsguide.com/faq/what-average-commercial-building-cost-square-foot/>

²⁵ Based on 3,000 sq. ft. at \$50 per sq. foot. w/ furniture (Steel bldg.).

<https://www.buildingsguide.com/faq/what-average-commercial-building-cost-square-foot/>

²⁶ Based on Humane Society recommendations and estimations of \$200 per square foot (5,000 sq. ft)

<https://www.animalsheltering.org/sites/default/files/HSUS-shelter-design-packet.pdf>



As of August 27, 2018

The total increased one-time costs for Year 3 are estimated at \$3,068,850. The estimated roll-over increases of \$727,700 of continuous costs²⁷ from Year 2 equals a total of \$3,796,550.

4th YEAR GOALS

- Purchase of modernized training equipment for Training facility.

Current 2018 estimated costs to modernize in-house training program is \$400,000²⁸.

The total increased one-time costs for Year 4 are estimated at \$400,000. The estimated roll-over increases of \$727,700 of continuous costs from Year 2 and \$518,850²⁹ of continuous costs from Year 3 equals a total of \$1,246,550.

5th YEAR GOALS (Target Goals)

- Auxiliary location for community policing (explorer programs, after school tutoring, etc.).

APD hopes to form national and local partnerships and receive grants to help in the procurement and repair of An Auxiliary location for to be used for community policing events (explorer programs, after school tutoring, lock-ins, etc.). However, there will be increases in daily operating costs such as utilities. Estimated increases in daily operating costs are approximated at \$20,000 per year.

The Total increased costs for Year 5 are estimated at \$20,000 plus roll-over costs from Year 2 of \$727,700 and \$518,850 from Year 3 for a total of \$1,266,550.

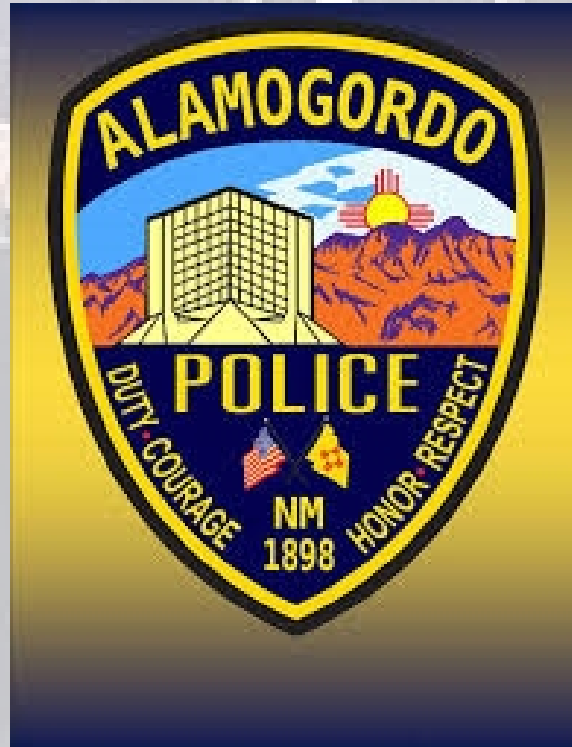
In summary, at current estimated salaries and equipment costs, APD would be projected to add an additional \$1,266,550 each year AFTER the implementation of the 5-Year Plan to its budget due to increases in personnel, programs and equipment. This figure does not include additional project costs such as the purchase of new items (e.g. new computers, advances in Law Enforcement Technology, etc.)

²⁷ Salary and benefits: \$74,400 ACOs, \$628,500 Sworn, & \$62,000 PPA. \$2,100 for uniform maintenance, and \$13,000 for projected operational increases in vehicle and equipment maintenance and training, \$10,000 in additional SRT training. This figure does not include costs for one-time purchases such as vehicles and equipment, etc.

²⁸ Simulator and other modern training tools and equipment.

²⁹ Salary and benefits: \$480,000 for Sworn personnel, \$2,100 for uniform maintenance, and \$10,000 for projected operational increases in vehicle and equipment maintenance and training.

Alamogordo Police Department Strategic Plan FY 2019-FY 2024



Chief Brian Peete

August 29, 2018

APD Five Year Plan

- **Based on the APD's new Vision, Mission, & Values Statements**
- **Based on national average of officer to citizen ratio & expectation of business, tourism & population growth**

Summarization & Strategic Focus

- **Succession Planning & implementing programs & policies designed to attract and retain top talent**
- **Narcotic Enforcement & proactive policing strategies**
- **Traffic enforcement & other quality of Life concerns**

- **Organizational restructuring & modernizing department policies**
- **Modernizing & upgrading equipment, facilities, and training**
- **Implement intelligence-led policing practices & increase training opportunities**
- **Reduce recidivism and champion help for the public: Coordinate with Community Partners to ID gaps in treatment & find ways to boost opportunities for all especially the most vulnerable**

Year 1

ID Issues & Formulate Solutions

- Policy review, & existing & available technology
- Attract, recruit, & retain talent & augment resources
- Find cost-efficient ways to augment personnel
- PSAP Discussions
- Community Relations, Productivity and Officer Survivability:
Heavy need for a Mobile Crisis Unit
- Functionality of ACO facility and programs
- Reduce tort claims/lawsuits
- Proactive Policing Initiatives
- ID Cost effective ways to maximize existing space & property
- Forecast future costs and needs to avoid large upfront increases in budgeting

APD plans to stay within the Budget for FY 2019

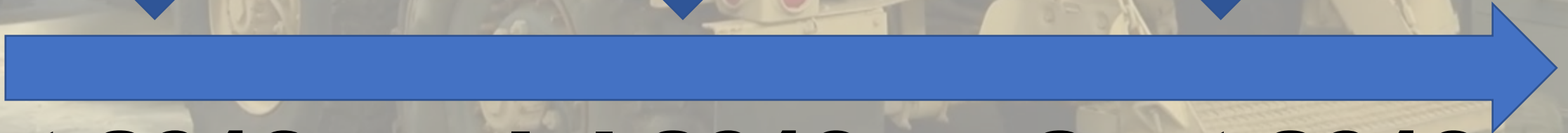
Special Response Team (SRT)

- **There are Four levels for specialized tactical policing teams**
- **Special Weapons and Tactics (SWAT) incidents in this area are not common**
- **Historical, recent events, and anticipated operations fully justify an SRT: Note SRT may require an OT budget increase not included in this five-year plan**

Solicit other agencies for additional items, purchase remaining items, establish policies, identify officers, begin training

Stand up a Perimeter Control and Containment team. Continue to Identify officers, continue training

Release not SRT: Continue Training



Sept 2018

Jul 2019

Sept 2019

Year 2

- **Increase personnel by 13: 10 Sworn (2 Sgt's and 8 sworn), 1 ACO, & 1 Policy and Program Analyst (PPA)- \$1,162,700.**
- **Establish a Traffic unit w/ heavy concentration on safety and interdiction- \$10,000**
- **Add an additional K9- \$13,000**
- **Re-Introduce the Officer Bike Patrol program- \$2500**
- **“La Placita” demolition for ACO is ~\$65,000**
- **Additional SRT costs \$20,000**
- **Implementation of a Mobile Crisis Response Team is \$154,000 (not included in total 5yr budget plan: recommend County partnership)**

Total estimated costs \$1,273,000

- **Track PSAP implementation**
- **Continue to solicit outside funding and compete for grants**

Year 3

- **Increase personnel by 7 Sworn (1 Lt, 1 Sgt, and 5 sworn)- \$768,850.**
- **Upgrade the CMS system- \$1,000,000.**
- **Construct new evidence and training facilities- \$300,000**
- **Construct new ACO facility- \$1,000,000**

Total estimated costs \$3,068,850

Rollover estimated costs from Year 2 are \$727,700

Total of both is \$3,796,550

- **Track PSAP implementation**
- **Continue to solicit outside funding and compete for grants**

Year 4

- **Purchase modernized training equipment- \$400,000**

Total estimated costs \$400,000

**Rollover estimated costs from Year 2 are \$727,700
and Year 3 are \$518,850 equals a total of
\$1,646,550**

- **Track PSAP implementation**
- **Continue to solicit outside funding and compete for grants**

Alamogordo Daily News

Year 5

- **Auxiliary location for Community Policing Unit**
Increase of operating budget costs of \$20,000
Rollover estimated costs from Years 2-4 equates to a total of \$1,266,550 a year additional to current budget going forward
- **Track PSAP implementation**
- **Continue to solicit outside funding and compete for grants**



APD 5 YR Plan Summary

**Year 1:
APD Will
Stay in
Budget**

**Year 2:
\$1,273,000**

**Year 3:
\$3,396,550
\$727,700 will
be costs from
new personnel**

**Year 4:
\$1,646,550
\$1,246,550 will
be costs from
new personnel**

**Year 5:
\$20,000
increase in
operational
costs
\$1,246,550 will
be costs from
new personnel**

In summary, at current estimated salaries and equipment costs, total costs are \$6,336,100 with the projection that an additional \$1,266,550 would need to be added each year AFTER the implementation of the 5-Year Plan to its budget due to increases in personnel, programs and equipment. This does not include additional unanticipated project costs.

Priority Items

- **Priority would be increase in personnel: We have proven we can attract talent**
- **Followed by facilities and equipment**
- **Confident that additional funding sources can be used to procure many equipment items**
- **APD will focus on opportunities to bring supplemental income to it's budget such as hosting trainings, soliciting donations, increasing fundraisers, and possibly establishing foundations**



Questions?



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/21/2018

Report No: 16.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, Resolution No. 2018-38 approving a Grant Agreement between the City of Alamogordo and the New Mexico Department of Finance and Administration, Local Government Division for Capital Appropriation Project No.18-C2538 in the amount of \$100,000 to purchase and equip vehicles for the Alamogordo Police Department. *(Brian Peete, Police Chief)* **(Roll Call Vote Required)**

Fiscal Impact: \$100,000
Amount Budgeted: \$0.00
Fund: 24-0000-317.16-13

Additional Fiscal Impact: State grant. Project No. PD1901

Recommendation: Approve Resolution No. 2018-38.

Background: The City of Alamogordo applied legislative funding to purchase and equip vehicles for the Alamogordo Police Department. This project was identified in the City of Alamogordo's FY 2019-2023 Infrastructure Capital Improvement Plan. The City was awarded funding and received a grant agreement from New Mexico Department of Finance and Administration, Local Government Division for Capital Appropriation Project No.18-C2537 in the amount of \$100,000 to purchase and equip vehicles for the Alamogordo Police Department. This project will allow the City of Alamogordo Police Department to purchase police vehicles and necessary equipment to enhance the police fleet to complete their goal of a one-on-one vehicle program. Replacement of the old vehicles will enable the Alamogordo Police Department to continue to provide rapid response to emergency situations that arise within the city limits of Alamogordo.

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the City of Alamogordo, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2018, Chapter 80, Section 26, Para. 134, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

18-C2538 \$100,000.00 Appropriation Reversion Date: 30-JUN-20
Laws of 2018, Chapter 80, Section 26, Paragraph 134, One Hundred Thousand Dollars (\$100,000.00)
to purchase and equip vehicles for the police department in Alamogordo in Otero county.

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars (**\$100,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"),^[1] if applicable, Zero Dollars (**\$0.00**), which equals One Hundred Thousand Dollars (**\$100,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse^[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Alamogordo
Name: Maria Herndon
Title: Administrative Manager
Address: Alamogordo Police Dept., Alamogordo, NM, 88310
Email: mherndon@ci.alamogordo.nm.us
Telephone: 575-439-4300

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: City of Alamogordo
Name: Debbie Osborne
Title: Grant Coordinator
Address: 1376 E. Ninth Street, Alamogordo, NM, 88310
Email: dosborne@ci.alamogordo.nm.us
Telephone: (575) 439-4257

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Mr David A Buchen
Title: Program Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: David.Buchen@state.nm.us
Telephone: 505-827-4957

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2020**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, repquired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Alamogordo may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Alamogordo's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamogordo, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamogordo or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the City of Alamogordo may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Alamogordo's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Signature of Official with Authority to Bind Grantee

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: Division Director

Signature

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount (If Applicable): _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount (If Applicable): _____
G. Grant Balance: _____
H. ☐ GF ☐ GOB ☒ STB (attach wire if first draw)
I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____ **2019**

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☒ Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☒ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts, and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

RESOLUTION NO. 2018-38

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALAMOGORDO, NEW MEXICO APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR CAPITAL APPROPRIATION PROJECT (18-C2538) IN THE AMOUNT OF \$100,000 FOR THE CITY OF ALAMOGORDO TO PURCHASE AND EQUIP VEHICLES FOR THE ALAMOGORDO POLICE DEPARTMENT.

WHEREAS, the Board of Commissioners of the City of Alamogordo, of Otero County of the State of New Mexico seeks to enter into a Grant Agreement with the State of New Mexico Department of Finance and Administration under Capital Appropriation Project 18-C2538; and,

WHEREAS, the Capital Appropriation Project 18-C2538 funds total \$100,000; and,

WHEREAS, these funds will be utilized by the City of Alamogordo Police Department to purchase police vehicles and necessary equipment to enhance the police fleet to complete their goal of a one-on-one vehicle program. Replacement of the old vehicles will enable the Alamogordo Police Department to continue to provide rapid response to emergency situations that arise within the city limits of Alamogordo; and,

WHEREAS, the estimated cost to purchase and equip police vehicles is no more than \$100,000.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, THAT

Section 1. The City of Alamogordo is hereby authorized to prepare and submit the Capital Appropriation Project grant agreement package; and,

Section 2 . The City Commission directs and designates the City Manager and Assistant City Manager, or his/her successors as official representatives authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement; and,

Section 3 . The City of Alamogordo officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED APPROVED AND ADOPTED this _____ of _____ 2018.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM;

Petria Schrieber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/17/2018

Report No: 17.

Submitted By: Brian Peete

Subject: Consider, and act upon, the Memorandum of Understanding between the 49th Civil Engineering Squadron and the City of Alamogordo Animal Control Center to provide services to Holloman AFB. (*Brian Peete, Chief of Police*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the MOU.

Background: The 49th Civil Engineering Squadron (49 CES) is responsible for securing stray dogs and cats on Holloman AFB and does not currently possess the resources to secure these animals. The Alamogordo Police Department's (APD) Animal Control Office possess the resources to assist the 49th CES and is able to respond to requests for services by an authorized 49th CES representative(s).

APD and the 49th CES wish to renew the Memorandum of Understanding (MOU) which outlines Animal Control services the City can provide for Holloman AFB. The current MOU on file is dated 1998. The current MOU has the same pricing agreement as the 1998 with no changes in the services provided.

MEMORANDUM OF UNDERSTANDING BETWEEN THE 49th CIVIL ENGINEERING

SQUADRON (49TH CES) AND THE CITY OF ALAMOGORDO ANIMAL CONTROL

This is a Memorandum of Understanding (MOU) between the 49TH CES and the City of Alamogordo Animal Control Center.

1. BACKGROUND: Holloman AFB periodically requires animal control services for stray dogs and cats.

2. AUTHORITIES: None

3. PURPOSE: The 49th CES is responsible for securing stray dogs and cats on Holloman AFB and does not currently possess the resources to secure these animals. The Animal Control Center possesses the resources and is able to respond to requests for services by an authorized 49th CES representative(s).

4. UNDERSTANDINGS OF THE PARTIES:

4.1. A 49th CES representative named in paragraph 6.1 will contact Animal Control Center for services.

4.2. The Animal Control Center will respond, provide services and submit bills for services as outlines in the Appendix to this MOU.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For the 49th CES

6.1.1.1 Primary: 49th CES/ CSU (customer service) / 49CES/Fire (After hours) – 575-572-3223

6.1.1.2. Alternate: 49th CES/CEOIE (Entomology) 575-572-7170

6.1.2. For the Alamogordo Animal Control Center

6.1.2.1. Primary: Dwain Martinez, 575-439-4330

6.1.2.2. Alternate: Alamogordo Police Department Dispatch, 575-439-4311

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed as follows:

6.2.1. 49th CES: 49 CES/CEO

550 Taboosa Ave

Holloman AFB, NM 88330

*Bills for animal control services will be sent to this same address. Payment will be made by government purchase charge card via Phone.

6.2.2. Animal Control Center: Dwain Martinez
Supervisor, Animal Control
2910 N. Florida Ave
Alamogordo NM, 88310

6.3. FUNDS AND MANPOWER: This does it make any commitment of funds or resources except for those requested by an authorized 49th CES representative.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date. Any updates to the price list may be submitted via an updated Appendix to the 49th CES/CEO.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to good faith discussion by the Parties.

6.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

6.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOU is valid until revoked, in writing by one or both parties.

6.11. CANCELLATION OF PREVIOUS MOU: This MOU cancels and supersedes the previously signed MOU between the same parties with the subject _____, Serial # _____ and effective date of _____. [use only when needed to cancel a previous MOU]

APPROVED: [APPROVAL AUTHORITY SIGNATURES WILL NEVER BE ALONE ON A BLANK PAGE]

FOR THE 49th Civil Engineer Squadron

FOR THE Alamogordo Police Department

X_____

X_____

Capt Michael Archibald 49CES/CEO

Brian R. Peete, Chief, Alamogordo Police Department

(572-5594)

(439-4300)

Appendix to Memorandum of Understanding between the 49th Civil Engineering Squadron and the City of Alamogordo Animal Control Center

The following is the new rate schedule charged by the City of Alamogordo Animal Control Center for humane impoundment, boarding, euthanizing, and disposal of animals.

For the year 2018-2019; prices remain valid until a new appendix is received by the billing location with updated prices

1. The service fee for responding to, and capturing, an animal will be \$0 and is a onetime fee per call.
2. \$12.00 per day or portion, per animal, until animal can be humanely destroyed or otherwise legally disposed of. The maximum cost shall not exceed \$60.00 (daily value times 5 days) unless otherwise noted.
3. No euthanasia fee will be charged.

The following conditions shall apply:

1. All animals impounded shall be held for a minimum period of three (3) working days. Animal Control will make no less than three (3) attempts to contact the owner. The pet will be scanned for microchips; any contact information provided via chip or tag will be used to contact the owners.
2. Dogs and cats which have bitten a human or which are suspected of being rabid, shall be held for a period of at least ten (10) calendar days from the date of the bite. HAFB will not be held legally responsible for any damages or injuries from bites to Animal Control personnel.
3. Animals which are neither picked up by their owners nor adopted, shall be humanely destroyed on the next scheduled euthanasia date following the minimum holding period, not to exceed five days.
4. No fees will be charged to Holloman AFB when the animal is claimed by their legal owner.
5. When an impounded animal's owner is determined and the owner fails to redeem their animal, Holloman AFB will be charged all applicable fees. Animal Control will provide the name of the owner on the bill. If the owner relinquishes responsibility for an animal, further associated daily holding costs will no longer be assessed to HAFB.
6. Any animal brought to Animal Control's facility which, at their discretion, is either too ill, injured, or otherwise a possible hazard to the health and welfare of the other animals and/or animal control personnel, may be taken to a local veterinarian for immediate euthanasia or emergency treatment, with all veterinarian fees charged to Holloman AFB, not to exceed \$500.00 to stabilize an animal until the owner can be found and authorize additional treatment.
7. During periods of overcrowding, any animal may be refused, at animal control's discretion, until adequate space can be made to accommodate the animal.
8. Alamogordo Animal Control will keep statistical records to demonstrate the number of animals handled and disposition of each animal for budgeting purposes. The yearly roll up will be sent to 49CES/CEO billing location for Historical records.

This price list is current as of September 17, 2018.

X_____

Dwain Martinez, Manager

Alamogordo Animal Control

Alamogordo NM, 88310

575-439-4330

Updated Appendix received on _____

X_____

Michael Archibald, Capt USAF

49 CES/CEO

550 Taboosa Ave

Holloman AFB, NM 88330

(575) 572-9954



CITY OF ALAMOGORDO ANIMAL CONTROL CENTER

2910 North Florida
Alamogordo, New Mexico 88310
(505) 439-4330

Holloman AFB Animal Control
49 SPS/SPOL

Date: 14 July 1998

Subject: Price List for Animal Control Center Service

The following is the new rate schedule charged by the City of Alamogordo Animal Control Center for humane impoundment, boarding, euthanizing, and disposal of animals.

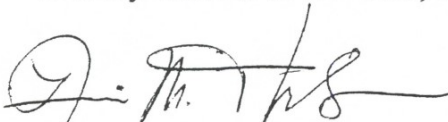
1. ~~\$12.00~~ per day or portion, per animal, until animal can be humanely destroyed or otherwise legally disposed of. The maximum cost shall not exceed \$60.00 unless otherwise noted.
2. No euthanasia fee will be charged.

The following conditions shall apply:

1. All animals impounded shall be held for a minimum period of three working days.
2. Dogs and cats which have bitten a human or which are suspected of being rabid shall be held of a period of at least ten (10) days from the date of the bite.
3. Animals which are neither picked up by their owners or adopted shall be humanely destroyed on the next scheduled euthanasia date following the minimum holding period, not to exceed five days.
4. No fees will be charged to Holloman AFB when the animal is claimed by their legal owner.
5. When an impounded animal's owner is determined and the owner fails to redeem their animal, Holloman AFB will be charged all applicable fees.
6. Any animal brought to our facility, which at our discretion, is either too ill, injured, or otherwise a possible hazard to the health and welfare of the other animals and/or animal control personnel, may be taken to a local veterinarian for immediate euthanasia or emergency treatment, with all veterinarian fees charged to Holloman AFB.

7. During periods of overcrowding, any animal may be refused, at our discretion, until adequate space can be made to accommodate the animal.
8. Alamogordo Animal Control will keep statistical records to demonstrate the number of animals handled and disposition of each animal for budgeting purposes.
9. Holloman AFB agrees to indemnify, release, and hold harmless, the City of Alamogordo from any and all damages, cost, or liabilities arising from services provided to Holloman AFB by the City of Alamogordo pursuant to this agreement.

If you have any questions concerning this agreement feel free to contact either myself 439-4330 or Mary Gilsdorf at 439-4325, ext 43



LEWIS M. THOMPSON
Animal Control Manager

Please acknowledge receipt of this letter and acceptance of the conditions stated herein and return the original to our agency.

MICHAEL J. LUTENZO
Printed Name

Michael J. Lutero
Signature

Resource Advisor
Title

15 July 98
Date

475-5034
Telephone

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/21/2018

Report No: 18.

Submitted By: Brian Peete

Subject: Consider, and act upon, the HIDTA Sub-award Recipient Agreement Between County of LEA and City of Alamogordo. (*Brian Peete, Chief of Police*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Agreement.

Background: The Sub-award Recipient Agreement Between County of Lea and City of Alamogordo is required for the Alamogordo Police Department to be reimbursed for HIDTA-related overtime costs. Lea County is the HIDTA award fiscal recipient of which Lincoln County (our current HIDTA task force partner) and the City of Alamogordo coordinates funding reimbursement through. Approximately \$3,000 will be slated to cover any HIDTA-related cases/investigations for the Alamogordo Police Department.

It should be noted that HIDTA/Lea County completed the Financial Assessment, Friday September 14, 2018 with no findings or issues.

There is no fiscal impact. This agreement allows for APD to be reimbursed for any Over Time HIDTA-related arrests, investigations, or drug interdiction activities.

SUBAWARD RECIPIENT AGREEMENT BETWEEN COUNTY OF LEA AND CITY OF ALAMOGORDO

1. **Purpose:** This agreement is entered by and between the County of Lea, as fiscal agent, and City of Alamogordo (hereinafter referred to as “Subrecipient”). The Subrecipient has been selected by and agrees to accept funds awarded from the Office of National Drug Control Policy (hereinafter referred to “ONDCP”) for the High Intensity Drug Trafficking Area (HIDTA) program. The funds will be administered by the County of Lea as pass through entity for the funds awarded from HIDTA. The purpose of this agreement is to clarify the conditions under which the funds are to be accepted and used by Subrecipient and to outline the responsibilities of the participating parties.
2. **Audit Readiness and Compliance:** The Subrecipient agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. The Subrecipient understands that it may be subject to audit by ONDCP, Southwest Border (SWB) HIDTA-NM Region, County of Lea, and/or any other applicable agency and hereby agrees to cooperate with any of those entities in the event of an inquiry or audit. The Subrecipient further agrees to maintain an inventory control system to account for all expenditures of these funds.
3. **Standards and Guidelines:** The Subrecipient acknowledges it must comply with the HIDTA Policy and Budget Guidance produced by ONDCP, the SWB HIDTA-NM Financial Management Policy as well as other guidelines that have been or will be approved by ONDCP or the SWB HIDTA Executive Committee. The Subrecipient further agrees to comply with the terms of the Office of Management and Budget’s “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as well as all relevant state, county, and municipal financial and accounting regulations, standards, and guidelines. Subrecipient further agrees to abide by all regulations and guidelines governing the use of ONDCP funds distributed for the purchase of evidence or information (“PEPI” Funds).
4. **Lea County HIDTA Risk Assessment:** Each year Lea County will conduct a financial audit of the Subrecipient’s financial activity. The Subrecipient will cooperate with this audit. Failure to do so or engaging in a high risk financial activity may result in Lea County suspending reimbursement and notifying the ONDCP.
5. **Termination, Suspension, or Delay:** The Subrecipient agrees that the County of Lea has the right to refuse or delay any payment if the County of Lea believes the payment request fails to meet budgetary guidelines.
6. **Supplemental Agreements Attached:** The Subrecipient acknowledges following documents are attached to this agreement and that the policies set forth therein are acceptable to the Subrecipient and considered an integral portion of the Subaward Agreement.

Documents are as follow:

- Appendix “A” – Agency Information
- Attachment #1 – Special Conditions – HIDTA Subaward Subrecipient Agreements
- Attachment #2 – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and nondiscrimination Status and Implementing Regulations
- Attachment #3 – Confidential Funds Certification
- Attachment #4 – Detail Budget Sheet

7. **Requests for Reimbursement and Closeout of Subaward:** Requests for reimbursement should be submitted for processing on a monthly basis and no less than a quarterly basis, within 30 days of the month’s or quarter’s end. Final reimbursements for each grant year are due 30 days after the end of the grant year.

This subaward is considered closed after this final payment has been made.

For the County of Lea:

For (name of entity)

Printed Name/Title

Printed Name/Title

By: _____

By: _____

Date: _____

Date: _____

**SUBAWARD RECIPIENT AGREEMENT BETWEEN COUNTY OF LEA AND CITY
OF ALAMOGORDO**

Appendix A – Agency Information

Federal Award	High Intensity Drug Trafficking Areas Program – CFDA 95.001
Federal Agency	Office of National Drug Control Policy
Grant Award	G18SN0017A
Grant Period	01/01/2018 to 12/31/2019
Federal Award Date:	June 2018
Agency Name:	City of Alamogordo – Lincoln County Narcotics Enforcement Unit
Agency Address:	700 Virginia Ave, Alamogordo, NM 88310
Unique Entity Identifier (DUNS)	
Federal Funds Obligated/ Committed to Sub-recipient:	See Attachment #4 – Detail Budget Sheet
Name of Authorized Official:	
Telephone:	
Finance Contact:	Katie Josselyn
Telephone:	575-439-4399

**SUBAWARD RECIPIENT AGREEMENT BETWEEN COUNTY OF LEA AND
CITY OF ALAMOGORDO**

Attachment #1 – Special Conditions

Award #G18SN0017A

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance (PPBG).
2. This award is subject to the requirements in ONDCP's HIDTA PPBG.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the SWB - New Mexico HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.
8. Any sub-recipient receiving \$25,000 or more must register with Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at www.fsrs.gov.
9. No indirect costs will be reimbursed under this subaward agreement.

SUBAWARD RECIPIENT AGREEMENT BETWEEN COUNTY OF LEA AND CITY OF ALAMOGORDO

Attachment #2

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a

controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

SUBAWARD RECIPIENT AGREEMENT BETWEEN COUNTY OF LEA AND CITY OF ALAMOGORDO

Attachment #2

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

(d) Notifying the employee in the statement required by paragraph(a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a

Place of Performance (Street address, city, county, state, zip code)

700 Virginia Ave.

Alamogordo, NM 88310

Check ☒ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

**SUBAWARD RECIPIENT AGREEMENT BETWEEN COUNTY OF LEA AND CITY OF
ALAMOGORDO**

Attachment #2

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
City of Alamogordo	G18SN0017A/Lincoln County Narcotics Enforcement Unit
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

4a. Budget Detail

2018 - SWB - New Mexico

Region VI Drug Task Force - Lincoln County

Input		\$134,546.00	
Personnel	Quantity	Amount	Comments
Administrative Staff	1	\$36,493.00	
Total Personnel	1	\$36,493.00	
Fringe	Quantity	Amount	Comments
Administrative staff	1	\$7,266.00	
Total Fringe	1	\$7,266.00	
Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	5	\$27,961.00	
Total Overtime	5	\$27,961.00	
Travel	Quantity	Amount	Comments
Administrative	0	\$825.00	
Investigative/Operational	0	\$5,271.00	
Training	0	\$50.00	
Total Travel		\$6,146.00	
Services	Quantity	Amount	Comments
Communications - data lines		\$1,560.00	
Communications - mobile phones & pagers		\$4,800.00	
Shipping & postage		\$720.00	
Total Services		\$7,080.00	
Supplies		Amount	Comments
Investigative/Operational		\$9,600.00	
Office		\$6,000.00	
Total Supplies		\$15,600.00	
Other		Amount	Comments
PE/PI/PS		\$34,000.00	
Total Other		\$34,000.00	
Total Budget		\$134,546.00	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/21/2018

Report No: 19.

Submitted By: Brian Peete,

Subject: Consider, and act upon, approval for the Alamogordo Police Department to apply for a Department of the Interior National Park Service Grant so to purchase and restore the property located at 523 Maryland (*Brian Peete, Chief of Police*).

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: One of the goals of APD's 5-year plan is to establish an off-site location where patrol officers and School Resource Officers can consolidate resources to help youth, at-risk youth, and members of the community in gaining access to social service resources and extra-curricular activities. The former Dudley School located at 523 Maryland is an ideal facility as it has ample indoor and outdoor space, and is centrally located.

Due to the historic significance of 523 Maryland, two potential grants are available: The African American Civil Rights (AACR) History Grant and the AACR Preservation Grant. Both grants are due by October 8, 2018 and do not require non-Federal matches.

<https://www.grants.gov/web/grants>[HOME \(HTTPS://WWW.GRANTS.GOV/WEB/GRANTS/HOME.HTML\)](https://www.grants.gov/web/grants/home.html)[LEARN GRANTS \(HTTPS://WWW.GRANTS.GOV/WEB/GRANTS/LEARN-GRANTS.HTML\)](https://www.grants.gov/web/grants/learn-grants.html)[SEARCH GRANTS \(HTTPS://WWW.GRANTS.GOV/WEB/GRANTS/SEARCH-GRANTS.HTML\)](https://www.grants.gov/web/grants/search-grants.html)[APPLICANTS \(HTTPS://WWW.GRANTS.GOV/WEB/GRANTS/APPLICANTS.HTML\)](https://www.grants.gov/web/grants/applicants.html)[GRANTORS \(HTTPS://WWW.GRANTS.GOV/WEB/GRANTS/GRANTORS.HTML\)](https://www.grants.gov/web/grants/grantors.html)[SYSTEM-TO-SYSTEM \(HTTPS://WWW.GRANTS.GOV/WEB/GRANTS/SYSTEM-TO-SYSTEM.HTML\)](https://www.grants.gov/web/grants/system-to-system.html)[FORMS \(HTTPS://WWW.GRANTS.GOV/WEB/GRANTS/FORMS.HTML\)](https://www.grants.gov/web/grants/forms.html)[CONNECT \(HTTPS://WWW.GRANTS.GOV/WEB/GRANTS/CONNECT.HTML\)](https://www.grants.gov/web/grants/connect.html)[SUPPORT \(HTTPS://WWW.GRANTS.GOV/WEB/GRANTS/SUPPORT.HTML\)](https://www.grants.gov/web/grants/support.html)[GRANTS.GOV \(/Web/Grants\)](#)[View Opportunity](#)

VIEW GRANT OPPORTUNITY



P18AS00484
African American Civil Rights (AACR) History Grants
 Department of the Interior
 National Park Service

[Apply](#)[Subscribe](#)**SYNOPSIS**

VERSION HISTORY

RELATED DOCUMENTS

PACKAGE

[Print Synopsis Details](#)**General Information**

Document Type: Grants Notice	Version: Synopsis 2
Funding Opportunity Number: P18AS00484	Posted Date: Aug 07, 2018
Funding Opportunity Title: African American Civil Rights (AACR) History Grants	Last Updated Date: Aug 09, 2018
Opportunity Category: Discretionary	Original Closing Date for Applications: Oct 08, 2018 Applications must be received by 11:59 pm Eastern Daylight Time on October 8, 2018.
Opportunity Category Explanation:	Current Closing Date for Applications: Oct 08, 2018 Applications must be received by 11:59 pm Eastern Daylight Time on October 8, 2018.
Funding Instrument Type: Grant	Archive Date: Dec 30, 2018
Category of Funding Activity: Arts (see "Cultural Affairs" in CFDA) Community Development Humanities (see "Cultural Affairs" in CFDA) Other (see text field entitled "Explanation of Other Category of Funding Activity" for clarification)	Estimated Total Program Funding: \$13,000,000
Category Explanation: Cultural Heritage and Historic Preservation	Award Ceiling: \$50,000
Expected Number of Awards: 50	Award Floor: \$15,000
CFDA Number(s): 15.904 -- Historic Preservation Fund Grants-In-Aid	
Cost Sharing or Matching Requirement: No	

Eligibility

Eligible Applicants: Public and State controlled institutions of higher education
 State governments
 County governments
 Others (see text field entitled "Additional Information on Eligibility" for clarification)
 City or township governments
 Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education
 Native American tribal governments (Federally recognized)
 Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education

Additional Information on Eligibility: In accordance with the National Historic Preservation Act as amended, 54 USC Â§300101, this funding opportunity is limited to States, Territories, Federally-recognized Tribes, Alaska Natives, and Native Hawaiian Organizations, as defined by 54 USC Â§ 300300, local governments including Certified Local Governments, and non-profit organizations, including non-profit Historically Black College and Universities (HBCUs).

Additional Information

Agency Name: National Park Service

Description: The National Park Service's (NPS) African American Civil Rights Grant Program (AACR) will document, interpret, and preserve the sites related to the African American struggle to gain equal rights as citizens in the 20th Century. The NPS 2008 report, "Civil Rights in America, A Framework for Identifying Significant Sites," will serve as the reference document in determining the appropriateness of proposed projects and properties. AACR Grants are funded by the Historic Preservation Fund (HPF), administered by the NPS, and will fund a broad range of preservation projects for historic sites including: architectural services, historic structure reports, preservation plans, and physical preservation to structures. Grants are awarded through a competitive process and do not require non-Federal match. There are separate funding announcements for physical preservation projects and for historical research/documentation projects. This announcement is for historical research/documentation projects.

Link to Additional Information: [Full announcement posted on grants.gov](#)

Grantor Contact Information: If you have difficulty accessing the full announcement electronically, please contact:

HEALTH & HUMAN SERVICES: [HHS.gov \(http://www.hhs.gov\)](http://www.hhs.gov) | [EEOC / No Fear Act \(http://www.eeoc.gov/index.cfm\)](http://www.eeoc.gov/index.cfm) | [Accessibility \(/web/grants/accessibility-compliance.html\)](/web/grants/accessibility-compliance.html) | [Privacy \(/web/grants/privacy.html\)](/web/grants/privacy.html) | [Disclaimers \(/web/grants/exit-disclaimer.html\)](/web/grants/exit-disclaimer.html) | [Site Map \(/web/grants/site-map.html\)](/web/grants/site-map.html)

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P18AS00485
African American Civil Rights (AACR) Preservation Grants
 Department of the Interior
 National Park Service

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VERSION HISTORY

RELATED DOCUMENTS

PACKAGE

[Print Synopsis Details](#)**General Information**

Document Type: Grants Notice	Version: Synopsis 1
Funding Opportunity Number: P18AS00485	Posted Date: Aug 07, 2018
Funding Opportunity Title: African American Civil Rights (AACR) Preservation Grants	Last Updated Date: Aug 07, 2018
Opportunity Category: Discretionary	Original Closing Date for Applications: Oct 08, 2018 Applications must be received by 11:59 pm Eastern Daylight Time on October 8, 2018.
Opportunity Category Explanation:	Current Closing Date for Applications: Oct 08, 2018 Applications must be received by 11:59 pm Eastern Daylight Time on October 8, 2018.
Funding Instrument Type: Grant	Archive Date: Dec 30, 2018
Category of Funding Activity: Arts (see "Cultural Affairs" in CFDA) Community Development Humanities (see "Cultural Affairs" in CFDA) Other (see text field entitled "Explanation of Other Category of Funding Activity" for clarification)	Estimated Total Program Funding: \$13,000,000
Category Explanation: Cultural Heritage and Historic Preservation	Award Ceiling: \$500,000
Expected Number of Awards: 50	Award Floor: \$75,000
CFDA Number(s): 15.904 -- Historic Preservation Fund Grants-In-Aid	
Cost Sharing or Matching Requirement: No	

Eligibility

Eligible Applicants: County governments
City or township governments
State governments
Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education
Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education
Public and State controlled institutions of higher education
Native American tribal governments (Federally recognized)
Others (see text field entitled "Additional Information on Eligibility" for clarification)

Additional Information on Eligibility: In accordance with the National Historic Preservation Act as amended, 54 USC Â§300101, this funding opportunity is limited to States, Territories, Federally-recognized Tribes, Alaska Natives, and Native Hawaiian Organizations, as defined by 54 USC Â§ 300300, local governments including Certified Local Governments, and non-profit organizations, including non-profit Historically Black College and Universities (HBCUs).

Additional Information

Agency Name: National Park Service

Description: The National Park Service's (NPS) African American Civil Rights Grant Program (AACR) will document, interpret, and preserve the sites related to the African American struggle to gain equal rights as citizens in the 20th Century. The NPS 2008 report, "Civil Rights in America, A Framework for Identifying Significant Sites," will serve as the reference document in determining the appropriateness of proposed projects and properties. AACR Grants are funded by the Historic Preservation Fund (HPF), administered by the NPS, and will fund a broad range of preservation projects for historic sites including: architectural services, historic structure reports, preservation plans, and physical preservation to structures. Grants are awarded through a competitive process and do not require non-Federal match. There are separate funding announcements for physical preservation projects and for historical research/documentation projects. Funding announcement P18AS00485 is for physical preservation of historic sites only; P18AS00484 is for historical research/documentation projects only. This funding opportunity is for physical preservation grants.

Link to Additional Information: [Full announcement posted on grants.gov.](#)

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AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/17/2018

Report No: 20.

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 Airport Zoning Board.

Background: Airport Zoning Board. Two (2) vacancies. Staff Liaison - Cheryl Otero-Baker

The following individual is interested in being appointed:

David Sword - If appointed this will be his first term.

Alamogordo Public Library Board. One (1) vacancy - one (1) county position. Staff Liaison - Melissa Garcia.

No nominations received.

Mayor's Committee on Aging. One (1) vacancy - one (1) city position. Staff Liaison - Britney Courtier.

No nominations received.

Senior Volunteer Programs Advisory Council. Three (3) vacancies. Staff Liaison - Neil McFarland. (One vacancy represents the Foster Grandparent program, one represents the Senior Companion program, the remaining seat is an at large member residing within the city)

No nominations received.

From: noreply@civicplus.com
Sent: Tuesday, August 21, 2018 3:20 PM
To: April D. Jones
Subject: Online Form Submittal: Application to serve on a Board/Committee

Application to serve on a Board/Committee

RECEIVED

AUG 21 2018

CITY CLERK

First Name	David
Last Name	Sword
Address	1693 Las Lomas
City	Alamogordo
State	New Mexico
Zip Code	88310
Phone Number	575 437 8344 575 921 9859
Email Address	laluzdave2016@gmail.com
Is the above address within City Limits?	Yes
Present Employer:	Retired
Board/Committee you would like to serve on (1st choice):	Airport Zoning Board
Board/Committee you would like to serve on (2nd choice):	Airport Advisory Board
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?	<i>Field not completed.</i>
Experience and education relating to the Board/Committee:	Retired pilot/mechanic with 40 plus years on the job.
Please indicate your interest in serving on a City Board/Committee:	Would like to help generate more general aviation interest in the Alamogordo area.

Email not displaying correctly? [View it in your browser.](#)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/25/2018

Report Date: 09/19/2018

Report No: 21.

Submitted By:

Subject: Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Threatened or Pending Litigation; Limited only to the Letter of the Office of the State Auditor. **(Roll Call Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: