



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

March 26, 2019 - 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

Brian Cesar Interim 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. Mayor's State of the City Address. (Richard Boss, Mayor)
2. Golf Course 5 Year Plan. (MacArthur Blevins, Golf Course Superintendent)

3. Presentation update on the Branding Initiative. *(Tommy French)*
4. Presentation update for Otero County Economic Development Council. *(Laurie Anderson, Business Development Director)*

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

5. Approve the minutes for the March 12, 2019 Regular meeting. *(Rachel Hughs, City Clerk)*
6. Consider, and act upon, Ordinance 1586 for final publication to amend sections of the City Charter pursuant to the new Election State Law. *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**
7. Consider, and act upon, final publication of Ordinance 1588 for a map amendment to the official zoning map to change the zoning of 1516 New York Ave from R-3 Two Family Dwelling District to R-4 Multiple Family Dwelling District. *(City Planner Stella Rael)* **(Roll Call Vote Required)**
8. Consider, and act upon, approval for the Alamogordo Police Department to apply for the State's Application for Law Enforcement Protection Funds. *(Brian Peete, Chief of Police)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

9. Consider, and act upon, request of water bill refund in the amount of \$624.90 for property located at 918 10th Street and changing water billing consumption averaging usage. *(Roger Simmons, Property Owner)*
10. Consider, and act upon, Resolution 2019-09, an adjustment to park fees to add Kid's Zone Park pavilion rentals and special event fees to add events of 1-100 people. *(Veronica Ortega, Community Services Director)* **(Roll Call Vote Required)**
11. Consider, and act upon, approval of the submitted revisions to the Community Services Partnership, Sponsorship, and Permanent Partner Policy. *(Joshua Sides, Acting Special Events Manager)*
12. Consider, and act upon, Resolution No. 2019-08 supporting adjustments to prices at the Sgt. Willie Estrada Memorial Civic Center, as well as Rental Contract changes. *(Joshua Sides, Acting Special Events Manager)* **(Roll Call Vote Required)**
13. Consider, and act upon, GRIP (Gross Receipts Investment Application) application by LBP Alamo, LLC for the construction of a Home2Suites by Hilton hotel located at 3550 Mesa Village Dr, Alamogordo, NM 88310. *(Laurie Anderson, Business Development Director)*
14. Consider, and act upon, Ordinance 1590 for first publication, Amending Sections of Chapter 7 of the Alamogordo Code of Ordinances. *(Petria Schreiber, City Attorney, Dwain Martinez, Animal Control Manager and Walter Oppie, Animal Control Officer)* **(Roll Call Vote Required)**

15. Consider, and act upon, Ordinance 1591 for first publication to approve a Local Economic Development Project for Secured Assistance Proposed by Moran & Wright Jewelry and Metal Care Products. (*Laurie Anderson, Business Development Director*) **(Roll Call Vote Required)**

16. Consider, and act upon, Resolution 2019-14 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of March 26, 2019. (*Evelyn Huff, Budget Analyst*) **(Roll Call Vote Required)**

17. Consider, and act upon, approval of a project and conduction of a DFA approved low to moderate income determination survey, if applicable, for the 2019 New Mexico Community Development Block Grant Program application. (*Debbie Osborne, Grant Coordinator*)

18. Consider, and act upon, approval for the Community Services Department to submit a grant proposal to the McKee Foundation to purchase playground equipment for Washington Park. (*Debbie Osborne, Grant Coordinator*)

19. Consider, and act upon, the Mayor traveling to Washington D.C. for a meeting with the Secretary of the Air Force from April 14-17, 2019. (*Richard Boss, Mayor*)

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

EXECUTIVE SESSION (Roll Call Vote Required)

21. Adjourn into Executive Closed Session in compliance with 10-15-1(h)(8), NMSA 1978 (as amended) to discuss purchase of real property located at 209 10th Street.

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/11/2019

Report No: 1.

Submitted By: Richard Boss

Subject: Mayor's State of the City Address. *(Richard Boss, Mayor)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

CITY OF ALAMOGORDO CITY CHARTER
ARTICLE VIII. - MAYOR AND MAYOR PRO-TEM
Section 2. - Powers and Duties of Mayor.

The Mayor shall present an annual state of the City message at a Public Meeting determined by the Mayor.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/4/2019

Report No: 2.

Submitted By: MacArthur Blevins

Subject: Golf Course 5 Year Plan. (*MacArthur Blevins, Golf Course Superintendent*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

Desert Lakes Golf Course 5 Year Plan

Community Services - Golf Course

PLAN PURPOSE

- Three main areas of focus:
 - 1)PERSONNEL
 - 2)EQUIPMENT
 - 3)COURSE IMPROVEMENTS
- Addressing issues in these three areas simultaneously over 5 years will make Desert Lakes Golf Course both a better place to play and a better place to work.

WHY DO WE NEED A GOLF COURSE?

- Quality of life for residents
- Tourism
- When relocating to Alamogordo, people want to know about:
 - 1) Quality of Healthcare
 - 2) Quality of Schools
 - **Never far behind - QUALITY OF THE GOLF COURSE**

ECONOMICS OF GOLF - NATIONAL

- **\$191.9 Billion** - Total economic impact of golf in America, including direct, indirect and induced impacts.
- **\$84.1 Billion** - Total size of the golf economy nationally (22% increase vs. 2011 data).
- **\$58.7 Billion** - Total wage income from about two million U.S. jobs.
- **15,000** - Approximate number of U.S. golf facilities, with about 10,000 open to the public.
- **\$25.7 Billion** - Total in golf tourism spending.
- **\$7.2 Billion** - Total new home construction in golf communities.
- **\$6 Billion** - Total amount spent on golf equipment, apparel and supplies.
- **\$2.4 Billion** - Total contributions of professional tournaments, associations and player endorsements.
- **\$1.9 Billion** - Investment in existing golf facilities.
- **1.9 Million** - Number of U.S. job impacted by the golf industry.
- **75** - One in 75 jobs in the U.S. is impacted by the golf industry (U.S. Bureau of Labor Statistics).
- **\$38** - Median green fee in the U.S. Eight out of 10 golfers play public golf.
- Read the full report by TEconomy Partners: [2016 U.S. Golf Economy Report](#).

ECONOMICS OF GOLF - LOCAL

- Facility generates \$1.7 million in revenue annually
- Provides up to 50 jobs
- Raise up to \$90k per year for local charities
 - OVER \$1,000,000 RAISED IN THE PAST 25 YEARS FOR LOCAL CHARITIES
- Tournaments bring in visitors
 - Hotels, restaurants, and local retailers benefit
- BETTER COURSE CONDITIONS = BETTER TOURNAMENTS = MORE OUT OF TOWN PLAYERS

ALAMOGORDO'S CULTURE OF GOLF

- Passionate, die-hard golfers
 - Ready to play whether it's 20 degrees or 100 degrees
- Average 42,000 rounds played per year
- Course accommodates golfers 365 days per year weather permitting
- Strong High School teams supported by golf community - consistently one of the top teams in the state

ALAMOGORDO'S CULTURE OF GOLF

- Exceptionally strong junior golf program
- Over 12 individuals who grew up playing golf at Desert Lakes are employed in the golf industry
- Dozens of kids who were products of the Desert Lakes junior programs and Tiger Golf went on to play golf in college on scholarships. Without a golf course these people would not have had these opportunities.

DESERT LAKES GOLF COURSE OVERVIEW

- History
 - 1954ish: front 9 built as country club
 - 1984: purchased by the city
 - 1991: back 9 constructed and opened
 - 1996-1997: 18 hole renovation
 - 2006-2007: new pumphouses
 - 2012: bunker renovation
 - 2017-2018: 3 lakes front 9 re-lined, 1 removed; 1 lake back 9 re-lined
 - 2018: field satellites for irrigation system replaced

DESERT LAKES GOLF COURSE OVERVIEW

- Course Stats:
 - 98 acres maintained turf
 - 2.5 acres greens
 - 3 acres tees
 - 8 acres green complex
 - 40 acres fairway
 - 40 acres rough
 - 1 acre driving range tee
 - 3.5 acres driving range fairway

DESERT LAKES GOLF COURSE OVERVIEW

- Course Stats:
 - 8 surface acres of ponds
 - 4 65-hp vertical turbine pumps controlled by a variable frequency drive with an output of 1800 gpm at 110 psi
 - 5.1 miles continuous cart path
 - 25 + miles irrigation pipe
 - 50 + miles control wire
 - 1000 + sprinkler heads
 - 30 + machines with engines to maintain golf course

DESERT LAKES GOLF COURSE OVERVIEW

- Competitive Landscape
 - Nearest 18-hole facility in Ruidoso - 49 miles (seasonal)
 - Nearest year-round 18-hole facility in Las Cruces - 65 miles
 - Apache Mesa (HAFB) and The Lodge (Cloudcroft) are 9-hole facilities in more of a niche market
 - We have a unique opportunity to cater to “captive” customers

BUDGET COMPARISONS - ANALYSIS

- Operating budget roughly in line with other municipalities
- Labor budget is low - we are one of the lowest paying municipalities in NM (retention/recruitment problems)
- Desert Lakes' subsidy roughly in line, but funds just support the status quo - no room in current budget to secure needed equipment and make changes that will drive revenue at the facility

5 YEAR PLAN - FOCAL AREAS

- PERSONNEL

- Increase wages and create opportunity for longevity with employment

- EQUIPMENT

- Establish lease intervals for mowing equipment

- COURSE IMPROVEMENTS

- Improve what we have - good golf course that needs fine tuning - make what we have great before any big changes

PERSONNEL

- PROBLEM:
 - Below average wages create recruitment/retention challenges
- SOLUTION:
 - Improved wage scaling for all positions - in line with Parks Department
 - Improve internal promotion and growth opportunities
 - Add Technician position
 - Create Sr. Groundskeeper position

PERSONNEL

- CURRENT STAFF
 - 1 Golf Course Superintendent
 - 1 Assistant Golf Course Superintendent
 - 1 Journeyman Golf Course Mechanic
 - 1 Irrigation Specialist
 - 3 Golf Course Laborers
 - 1 Part-Time Laborer

PERSONNEL

TASK	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	
GREENS		6	6	6	6	6	6	36
SET UP	4	4	4	4	4	4	4	28
BUNKERS	2.5	2.5	2.5	2.5	2.5	2.5	2.5	17.5
TEES	4	4		4	4			16
FAIRWAYS		16		16				32
APPS/COL	6			6	3			15
RGH	8	8	8	8	8			40
WEEDEAT	4	4	4	4	4			20
IRRIGATION	8	8	8	8	8			40
SPRAY/FERT	3	3	3	3	3			15
	39.5	55.5	35.5	61.5	42.5	12.5	12.5	259.5

PERSONNEL

- Need one more full-time employee to ensure daily tasks and projects completed in timely manner
 - This additional position can be used to create internal opportunities for advancement (Tech or Sr. Groundskeeper)
 - Additional position will become necessary as cool season areas are expanded and mowing season lengthened
 - Additional Part-Time employee would have value to operation - seasonal positions are not working anymore

EQUIPMENT

- A golf course is a park without its specialty mowing equipment
 - Different parts of the course have their own mowing heights and frequencies, requiring specialized equipment
 - Golf course mowing heights vary between 1/8" to 2+"
- The way this equipment is operated means that 1000 engine hours is roughly equivalent to 250,000 road miles
- Our fleet of grass cutting machines consists of:
 - 3 machines with less than 1000 hours
 - 2 machines with between 1000 and 2000 hours
 - 5 machines with more than 3000 hours

EQUIPMENT

- **PROBLEM:**

- Our fleet is aging rapidly and does not provide the best product. Some of our machines are 15 years or older and replacement parts are hard to find. Repair costs increase every year, and some equipment is almost unrepairable.
- Machines that cut grass have a shorter life than our other utility vehicles

- **SOLUTION:**

- Lease equipment that mows, buy the other pieces
- Establish lease intervals based on equipment use and stagger turnover years
- Costs become more fixed, less repair costs, not burdened with obsolete equipment at the end of their life

COURSE IMPROVEMENTS

- No major improvements needed...yet*
- We have a good golf course that can be great by improving what we already have
- Primary focus will be the elimination of bare spots
- Secondary focus is converting playing areas to cool season grass, which will improve overall playability while offering a more enticing golfing experience for winter players
- *Can't forget about the gorilla in the room - our aging irrigation system needs consideration (\$2,000,000+)

COURSE IMPROVEMENTS

- Order of Attack:
 - 1) Bare spots
 - 2) Green Surrounds
 - Overseed 8 acres with ryegrass
 - 3) Tee Tops
 - Overseed 3 acres with ryegrass
 - 4) Fairways
 - Overseed 40 acres with ryegrass
 - 5) Bunkers or Additional overseeding
 - Replace bunker sand (\$\$\$) or additional overseed applications

YEAR 1 - FY20

- PERSONNEL

- Add Maintenance Tech position (SO5) \$41,000
- Increase 3 labor positions from SO2 to SO3 \$ 9,000

- EQUIPMENT

- Buy (Replace)
 - Spray Rig (Jacobsen sprayer) \$35,000
 - Utility Vehicle (Cushman sprayer/utility) \$30,000
 - Irrigation Vehicle (Toro Workman) \$25,000
- 4 Year Lease (Replace)
 - Fairway Mower (John Deere fwy) \$1,600/mo = \$19,200
 - Rough Mower (Lastec gang) \$2,000/mo = \$24,000

YEAR 1 - FY20

- COURSE IMPROVEMENTS

- Bare Spot Elimination

- Sand, Seed, Fertilizer

\$6,000

- YEAR 1 TOTAL

\$189,200

YEAR 2 - FY21

- PERSONNEL

- Add 1 additional part-time position
- Reclassify this position from NR10 to NR9 \$25,000

- EQUIPMENT

- Buy (Replace)
 - Fairway Sprayer (Cushman) \$40,000
 - Greens roller (additional) \$24,000
- 4 Year Lease (Replace)
 - Fairway Mower (Toro fwy) \$1,600/mo = \$19,200
 - Triplex (John Deere 2500) \$700/mo = \$ 8,400
 - Triplex (Toro 3100) \$700/mo = \$ 8,400

YEAR 2 - FY21

- COURSE IMPROVEMENTS

- Green Surrounds

- Expand cool season turf around greens (8 acres)
 - Sand, Seed, Fertilizer

\$10,000

- YEAR 2 TOTAL

\$135,000

YEAR 3 - FY22

- PERSONNEL

- No additional positions
- Position reclassifications in-line with other CS divisions

- EQUIPMENT

- Buy (Replace)

- Shop/Supervisor truck (1994 Ford Ranger) \$35,000

- 4 Year Lease (Replace)

- Triplex (Toro 3300) \$700/mo = \$ 8,400
- Triplex (Toro 3300) \$700/mo = \$ 8,400

YEAR 3 - FY22

- COURSE IMPROVEMENTS

- Tee Top cool season turf overseed (4 acres)
- Sand, Seed, Fertilizer

\$5,000

- YEAR 3 TOTAL

\$56,800

YEAR 4 - FY23

- PERSONNEL
 - No additional positions
 - Position reclassifications in-line with other CS divisions
- EQUIPMENT
 - 4 Year Lease (Replace)
 - Trim mower (Toro Sidewinder) \$900/mo = \$10,800
- COURSE IMPROVEMENTS
 - Fairway cool season overseed (40 acres)
 - Sand, Seed, Fertilizer \$40,000
- YEAR 4 TOTAL \$50,800

YEAR 5 - FY24

- PERSONNEL
 - No additional positions
 - Position reclassifications in-line with other CS divisions
- EQUIPMENT
 - 1st year lease ends
 - New 4 year lease for fairway mower and rough mower \$4000/mo = \$48,000
- COURSE IMPROVEMENTS
 - Touch up seeded areas
 - 10 acres sand and seed \$10,000
- YEAR 5 TOTAL \$58,000

RESULTS AND EXPECTATIONS

- HAPPIER, MORE EFFICIENT STAFF
- INCREASED PRODUCTIVITY FROM STAFF AND BETTER PRODUCT PRESENTATION WITH NEW EQUIPMENT
- INCREASE WINTER ROUNDS WITH GREEN PLAYING SURFACES IN THE WINTER - OVERSEEDING OF TEES, FAIRWAYS, AND GREEN SURROUNDS
- AN IMPROVED GOLFING EXPERIENCE FOR RESIDENTS AND VISITORS OF ALAMOGORDO

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/19/2019

Report No: 3.

Submitted By: Rachel Hughs

Subject: Presentation update on the Branding Initiative. *(Tommy French)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Presentation only.

Background: Mr. French will give an update on the Branding Initiative.



Purpose of Initiative

- **Improve the Alamogordo community experience**
- **Enhance visitor experience**
- **Attract new business, talent and visitors to the region**

What is a Community Brand?

- How we are perceived
- If we don't manage it – others will do it for us
- Not owned by any person or group
- Used to help improve, grow and unite our community

Brand Essence

Inspiring people to seek everyday life
adventures while enjoying a quality
of life second to none





Merchandise

Billboard



Handouts



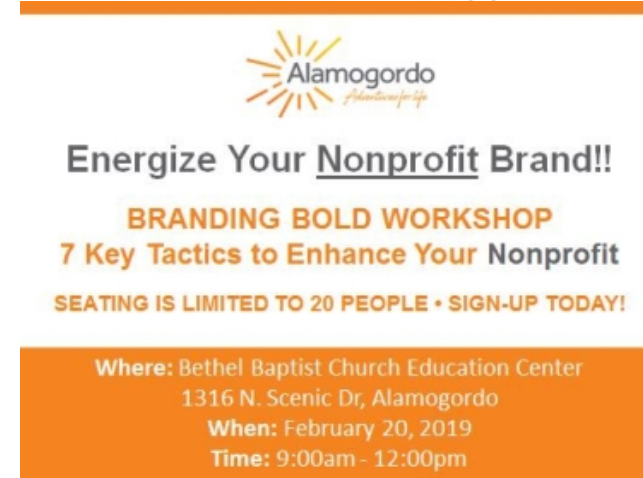
Flags



Community Group



Stand-up Banners



Free Workshops



Highlights - What's next?

- **Alamogordo Adventures Trail**
- **APS schools “Education is an Adventure” program**
- **Arrival to Departure (A to D) training**
- **Saturate community with Brand awareness**

FIND OUT MORE AT ALAMOGORDO.ORG

THE EVERYDAY ADVENTURE *Newsletter*

Sign up for newsletters and to be notified of meetings and events. Just click on Adventures Action Team Sign Up in the upper right hand corner!



When you post on Facebook, tag us! @AlamogordoLife and be sure to use #AdventuresForLife

 [instagram.com/alamogordolife](https://www.instagram.com/alamogordolife)

 [facebook.com/AlamogordoLife](https://www.facebook.com/AlamogordoLife)

If you would like a presentation about the new community brand for your group, organization, business, club, or non-profit, please contact AlamogordoAdventuresForLife@gmail.com so we can arrange to bring the information to you.



Get INVOLVED

WITH THE ADVENTURES
ACTION TEAM!



Alamogordo is a Community That Inspires Everyday Life Adventures.

The Adventures Action Team works together to deliver on the promise.

The City of Alamogordo, Otero County Economic Development Council, Alamogordo Chamber of Commerce and leading local businesses and organizations have launched the new Alamogordo Adventures for Life community brand. The new "Adventures" brand embraces the mindset that Alamogordo inspires people to seek everyday life adventures while enjoying a quality of life second to none. The new brandline is "Adventures for Life."

The goals of the "Adventures for Life" branding initiative are to improve Alamogordo community experiences and attract new residents, businesses, talent and visitors to the region.

SEEK EVERYDAY LIFE ADVENTURES
while enjoying the quality of life!

The Adventures Action Team is Going Strong!

The Adventures Action Team is a volunteer group open to all residents, businesses and organizations with a desire to make Alamogordo a great place to live, work, play & stay and promote the new "Adventures for Life" brand.



Community Support is Key

We could use your help to promote the message!

Here are some things you can do today to help support and promote the brand:

- Like our Facebook page - facebook.com/AlamogordoLife
- Sign up for the Adventures Action Team meetings: alamogordo.org/adventure-action-team/
- Come to the next Adventures Action Team Meeting
- Bring a friend to the next Adventures Action Team Meeting
- Include the Adventures for Life logo and link on your website, brochures and newsletters
- Tell your friends and colleagues about the brand
- Include the Adventures for Life message on your email signature
- Include the Adventures for Life logo/mark in your advertising
- Train your employees and coworkers about the brand and how to create Adventures for Life for every customer
- Include an Adventures for Life message in billings and statements
- Distribute collateral to guests at special events (Rack Cards)
- Include the Adventures for Life logo on the banners and flyers that your company produces for events and promotions
- Include the Adventures for Life message with reservation confirmations at hotels and restaurants
- Distribute collateral with the Adventures for Life logo to guests at check-in and at concierge desks
- Place table tents in guest rooms, at front desks, in restaurants, and on counters
- Add an Adventures for Life message to your on-hold message and voice mail
- Include an Adventures for Life link on your website, and in your email signature
- Include the Adventures for Life website address (Alamogordo.org) on all advertising and collateral materials



If you would like the logo and artwork to use on your own marketing materials and website, send a request to AlamogordoAdventuresForLife@gmail.com



ADVENTURE ACTION TEAM

GUIDELINES

The **Adventures Action Team (AAT)** is a volunteer group open to all residents, businesses and organizations with a desire to make Alamogordo a great place to live, work, play & stay and promote the new “Adventures for Life” brand.

Adventures Action Team goals:

- Enhance the Alamogordo “Adventures” experience
- Promote what makes Alamogordo unique
- Create a network of community ambassadors
- Market together with a unified voice and message to attract new residents, businesses and visitor

We’re putting our talents to work and creating everyday life adventures for residents, businesses and visitors!

Adventures Action Team Active Member

Business and community members who regularly attend meetings and proactively support the “Adventures” brand will be recognized as active members of the Adventures Action Team. Criteria for Active Member include:

- Active participation in Action Team and/or committee meetings
- Posting activities and events on calendars and social media
- Consistently sharing images supporting the brand message using official Alamogordo hashtags
- Community involvement (e.g. volunteering at the AAT Booth)
- Champions ideas and partners with others on AAT initiatives
- Becoming an Adventures Action Team brand ambassador
- Cooperatively marketing with the AAT (includes social media)

Adventures Certification

Alamogordo businesses and organizations that actively support the “Adventures” brand and AAT initiatives will be formally recognized by the Adventures Action Team and receive an Adventures Certification that may be displayed at their place of operations and used to promote their AAT distinction to the community. Criteria for Adventures Certificate include:

- Business or organization provides an experience that will lead to an everyday life adventure for a patron
- Business or organization owner/manager has completed the Alamogordo Journey A2D Brand Ambassador Training
- Business or organization encourages employees to complete the Alamogordo Journey A2D Brand Ambassador Training
- Business or organization representative promotes adventure worthy stories through social media channels using #adventuresforlife official hashtags
- Business or organization cooperatively markets the “Adventures” brand through their own marketing activities and promotions

Adventure Worthy Designation

Events, products and services are eligible to be designated as “Adventure Worthy” by the Alamogordo Adventures Action Team. The team regularly votes to select “Adventure Worthy” events or offerings. Events that are listed on the Chamber of Commerce calendar are reviewed each month to determine if they meet ADVENTURE WORTHY criteria. Products or service offerings must be submitted to the AAT team for consideration.

Criteria for an Adventure Worthy designation include:

- Event or product/service provides an everyday life adventure for customers
- Events must have a proven track record – first time events are not eligible
- Event or product/service must be nominated by an AAT member for consideration

For events and products/services selected as Adventure Worthy, the AAT will provide branded Adventure Worthy marketing collateral (seal/text) to be used to promote distinction to general public via traditional and digital marketing channels.



If you would like a presentation to your group, organization, business, club, or non-profit, about the community brand, please contact AlamogordoAdventuresForLife@gmail.com so we can arrange to bring the information to you.

If you would like to present the new brand to your business or organization, sign up to be a part of our "Train the Trainer" program. Just send an email to AlamogordoAdventuresForLife@gmail.com to ask for more information.

We could use your help to promote the message!

COMMUNITY SUPPORT IS KEY

Things you can do today to help support and promote the brand:

- Like our Facebook page - <https://www.facebook.com/AlamogordoLife>
- Sign up for the Adventures Action Team meetings - <https://alamogordo.org/adventure-action-team/>
- Include the Adventures for Life logo and link on your website, brochures and newsletters.
- Tell your friends and colleagues
- Include the Adventures for Life message on your email signature
- Include the Adventures for Life logo/mark in your advertising
- Train your employees and coworkers about the brand and how to create an Adventure for Life for every customer
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- Place table tents in guest rooms, at front desks, and in restaurants
- Add an Adventures for Life message to your on-hold message and voice mail
- Include an Adventures for Life link on your website, and in your email signature
- Include the Adventures for Life website address (www.alamogordo.org) on all advertising and collateral materials.

You can find the logo and artwork in our online Brand Book.

Use these links as the Brand Book is updated as necessary so the most current version is online. Brand Book may be found here:

<https://public.3.basecamp.com/p/GYZySFe6PioZx7e7b77kXc66>

Logo Package may be found here:

<https://public.3.basecamp.com/p/fixGLPWN2hsCKXfeUveApCgC>



DATE: March 1, 2019

TO: Alamogordo Branding Alliance

FROM: James Glover
Marianne Tenenbaum

RE: Brand Integration Status Report - February 2019

Thank you for the opportunity to work with the Alamogordo Branding Alliance and continue integration of the Alamogordo brand across the community. These efforts are foundational to enhancing the resident/visitor experience and attracting new people to live, work, play & stay in the region. 2019 will bring more excitement to the Alamogordo branding effort and we look forward to the brand stature growing!

Below you will find our status reporting detailing efforts and accomplishment during the month of February including our visit on the 19th - 20th and work completed from our office.

Executive Summary

Enthusiasm for the Alamogordo Adventures brand and level of engagement by residents, businesses and organizations continues to grow and exceed expectations; we are pleased with the progress and accomplishments to date.

The Adventures Action Team remains strong and the 2/19/19 meeting demonstrated ongoing interest from Alamogordo Public Schools, Holloman AFB as well as new businesses. Numerous ideas have been generated and there are a host of impactful projects in progress by both the Place Making and Place Marketing Committees!

We facilitated the fourth and final Branding Bold workshop in partnership with the Branding Alliance and Chamber of Commerce which was the best attended yet! The February 20th Branding Bold Workshop dedicated to nonprofit organizations was also a resounding success. Co-organizer Susan Payne has requested that a second nonprofit workshop be slated for later this year. The Coldwell Banker Real Estate team invited us to share a brand presentation with them on February 20th which met with enthusiasm for the Adventures Brand.

During February, Once a Day Marketing delivered the final Alamogordo Adventures Trail Program report along with the Business Traveler Conversion and Visitor Conversion reports.



OaDM also provided suggestions for way to broaden the reach of the Adventures for Life brand within the community.

For March, we are planning and publicizing the next Adventures Action Team meeting on the 19th at Desert Sun Motors. The online survey of Chamber members to determine how Alamogordo can enhance everyday life adventures of local businesses will soon be ready for launch and we are coordinating with the Chamber of Commerce to distribute the survey and obtain feedback from their members.

OaDM is planning to work with the Branding Alliance to prioritize the March – August 2019 tasks and turnover facilitation of the Adventures Action Team monthly meetings to enable OaDM to better support AAT champion initiatives.

As we engage residents, business and organization with the brand, we look forward to momentum continuing to build around adoption of the Adventures brand mindset.

Recommendations

Give Local

During the nonprofit Brand Bold Workshop, it came to our attention that, while many businesses and individuals do support local nonprofit organizations, many make their donations to well known, nationwide charities. These dollars leave the community and little if any find their way back to support Alamogordo organizations assisting those in need.

OaDM recommends that the Branding Alliance embrace a new hashtag **#givealamogordo** and create a campaign encouraging residents to direct their donations to local nonprofits. (This is similar to “shop local” but instead emphasizes “give local.”) The benefits of this campaign are two-fold; first, it will gain awareness for giving to local organizations and at the same time will share the Adventures for Life brand message.

Tasks in Progress

Task	Activity
1.07	Will discuss planning a second Branding Bold workshop for community non-profits with the Branding Alliance.
1.07	Working with CHINS to schedule a brand overview with staff & board.
1.12	Adventures Action Team meeting - 3/19/19 at Desert Sun Motors. OaDM will have conference calls with idea Champions.



ONCE a DAY MARKETING

INSPIRING IDEAS INSIDE

1.12	Adventures Action Team guideline finalized; pending update of the Branding and Graphic Standard Guidelines for distribution to the team.
1.14	APS – Waiting to support Education is an Adventure Challenge once launched.
2.01	Partnering with the Chamber to launch survey and obtain member feedback regarding doing business in Alamogordo.
2.02	OaDM has been invited to share a brand overview with the White Sands Beautification Committee. Scheduled for 3/25/19.
2.02	Working with Precure Chiropractic to schedule a brand overview for their team.
2.02	OaDM has been invited to share a brand overview at the GCRMC Emergency Department staff meeting. Scheduling in progress.
2.05	Planning potential APS / MainGate United site visit to Santa Fe schools.
2.11	Coordinating with the Chamber to launch survey to assess the experience of doing business in Alamogordo.
2.12	Not started
2.13	Partnering with Colonel Patterson to share the Adventures brand more widely with Base leadership. Meeting tentatively scheduled for March visit.
2.14	Partnering with Colonel Patterson to share research information and continue learning about how best to improve the military experience; plan focus group.
3.05	Move the “adventure worthy” recognition process forward at the 2019 Adventures Action Team meetings.
3.06	Meeting with White Sands National Monument superintendent re: friends of the park report in March
3.08	Not started
3.09	Not started

Open Items

- Please advise whether it is appropriate to reach out to Randy Rabon
- Branding Alliance to work with OaDM to develop exclusive evening with top Alamogordo business leaders to share overview of Adventures brand
- Alamogordo Branding Alliance Core Team utilize their contact lists and relationships to invite new businesses/organizations to request Adventures presentation
- Plan train-the-trainer workshop

(intentionally left blank)



**ONCE a DAY
MARKETING**
INSPIRING IDEAS INSIDE

Accomplishment	Participants	Comments
Adventures Action Team (AAT) Meeting – 2/19/19	19	Attendance at this month's meeting was less than prior meetings, however, new participants joined the meeting and the APS and Holloman AFB teams continue to be engaged. Teams shared updates for projects being championed to enhance Alamogordo from a live, work, play & stay perspective. Several projects have been completed and numerous new ideas were generated. The next meeting is March 19 ^h 11:30 – 1:00pm at Desert Sun Toyota, lunch is sponsored by Desert Sun as well.
Branding Bold Workshop – 2/19/19	11	The fourth and final workshop provided in partnership with the Chamber of Commerce and Alamogordo Branding Alliance was the best attended yet! Participants learned branding and marketing tips & tricks they can apply at their own businesses and enjoyed an overview of Adventures brand and AAT. OaDM created an invitation and marketed the workshop through personal invitations and ensuring it was shared on FB, Chamber Calendar and with the AAT.
Nonprofit Branding Bold Workshop – 2/20/19	12	The February 20 th Branding Bold Workshop dedicated to nonprofit organizations was a resounding success. Participants learned nonprofits are brands along with tips & tricks they can apply at their organizations and enjoyed an overview of Adventures brand and AAT. OaDM created an invitation and marketed the workshop through personal invitations and ensuring it was shared on FB, Chamber Calendar and with the AAT. Co-organizer Susan Payne has



Accomplishment	Participants	Comments
		requested that a second nonprofit workshop be slated for later in the year.
Brand Overview – Coldwell Banker 2/20/19	6	Erica Martin of Coldwell Banker Real Estate learned more about the brand when attending a Branding Bold Workshop. She invited us to share the Adventures brand with the team where it was met with enthusiasm.
Task 3.08 - Alamogordo Adventures Trail Program Report		OaDM prepared this report to share the vision of developing and launching the Alamogordo Adventures Trail program. It proposes messaging strategy and provides a high level marketing plan to create awareness for the campaign as well as generating local interest and active participation. Additionally, the Adventures Trail will engage the community and generate greater awareness for the Adventures brand.
Task 2.18 - Business Conversion Program Report		This report prepared by OaDM shares the plan to develop and launch the Adventures for Life Business Traveler Conversion Program. It proposes messaging strategy and provides a high level marketing plan to develop partnerships and generate awareness for the program, the goal of which is to attract more residents, businesses and talent to Alamogordo.
Task 3.09 - Visitor Conversion Program Report		This report prepared by OaDM shares the plan to develop and launch the Adventures for Life Visitor Conversion Program. It proposes messaging strategy and provides a high level marketing plan to develop partnerships and



**ONCE a DAY
MARKETING**
INSPIRING IDEAS INSIDE

Accomplishment	Participants	Comments
		generate awareness for the program, the goal of which is to attract more residents, businesses and talent to Alamogordo.
Adventures Brand – Broaden Community Reach		OaDM created a list of nine ideas the Branding Alliance may be able to leverage and share the message and mindset of the Adventures for Life brand across a wider community audience. Some of these ideas were provided by AAT members.
Brand Overview – APS		The OaDM Adventures brand overview for the APS HS Admin team scheduled for February 20, 2109 was facilitated by APS instead due to a scheduling conflict. The APS team was not able to start prior to OADM having to facilitate the nonprofit workshop.
Brand Overview - Holloman AFB		Conversations continued during February with Col Patterson to schedule an Adventures Brand Overview for the Holloman AFB leadership team. OaDM provided the Col with four dates in the near future. March 20 th presentation is being considered by Col Patterson.

**Alamogordo Branding Initiative
OaDM Integration Outreach
April 2018 - February 2019**

Brand Overview Presentation

Chamber Board
Chamber Visitor Center Volunteers
City of Alamogordo Commission
City of Alamogordo Team
Coldwell Banker Real Estate Team
Desert Lakes Golf Course Team
Desert Sun Toyota Team
First National Bank Team
Flickinger Center for Performing Arts Team
French Brothers Team
GCRMC - Management Team
Heart of the Desert Team
Holloman AFB - Col Brain Patterson
Magnuson Hotel Team
Main Street businesses
Ministerial Alliance
NM Museum of Space History Team
NMSU-A Presidents Team and faculty
Otero County Commission
Otero County Manager - coordinating September date
Rotary (Thursday)
Rotary (Wednesday)
TBTC - leadership Team
TDS Team

Strategy Meeting - Re: how to share the brand at their organization

APS Superintendent - Jarrett Perry
APS Colleen Tagle HR and core team
Bob Burt & Tammie Reynolds - Burt Broadcasting
Bud Wiser - Alameda Park Zoo
Chamber of Commerce - GB Oliver
Children in Need of Services - Nancy Hudson
First National Bank Leadership Team
Jim Heckert / Lillie Lewis - GCRMC
Lowe's Market Manager - Steve Lenzo

**Representative(s) of The Following Business/Organizations had a Brief
Brand Overview during a Branding Bold Workshop**

Big Brothers Big Sisters
Clay Time
Cottonwood Christian Fellowship
DAI
Eat Well Otero
Grace & Gratitude Life Coaching
Kids Inc
Legacy Christian Academy
Love INC
Otero County Economic Development
Precure Chiropractic

Sacramento Mountain Print Works
Sleep Well
STL Interactive Innovations
The Conseling Center
Walela Mountain Printers
White Sands Soaring Club

Businesses/Organizations Contacted

White Sands Beautification Committee - March
Precure Chiropractice Team - April
Children in Need of Services Staff & Board - April
AggTec
Burt Broadcasting
GCRMC Emergency Department Team
Habitat for Humanity
Holloman AFB Leadership Team
PreCheck





Proposal Overview for producing unprecedented results March 1, 2018 to August 31, 2019.

OBJECTIVES

To change the culture from within to develop community buy-in of Alamogordo's brand – Alamogordo – Adventures for Life. We will develop and publish local stories for social, website, print and develop an earned media/public relations campaign for local newspaper and radio stories. We will reach out and garner additional buy-in from stakeholders in the community with the message that Alamogordo is a great place to live, work, stay, plan and do business.

STRATEGIES

Branding is a perception people have of you, or your product. When people mention Alamogordo, what's the first thing that comes to mind? What is the perception? What is the feeling when someone hears the name Alamogordo? And most important, how can we all work together to make a positive change in Alamogordo? With input from the Branding Alliance, we will pursue strategies that include:

We will clearly communicate the idea to locals, travelers, and potential businesses, that in Alamogordo you will experience adventures for life while enjoying a quality of life second to none.

- Marketing presentations at the AAT Meetings to include "Best Practices" for Social Media. This will allow us to take advantage of the active participant in the community to expand the reach of our social messages.
- More local "Story Telling". We will reach out through email, media, and direct contact, to expand our base of good-news stories and the many Adventures For Life.
- Social Media will include Facebook and Instagram posts as well as paid boosted posts.
- Establish a contest for story participants. If a story is submitted, they will qualify for and Alamogordo Adventure for Life.
- The package created will be posted on the website and will be featured in printed material and will become a good-news story itself.



- Local public relations will feature monthly stories that will be pushed out in order to gain “Earned Media.”
- Local digital display advertising will be specifically targeted to Alamogordo with messages that direct them to the website for more information.
- All public relations stories, community story submissions, meetings and updates will be featured on the website.
- We will work with local radio stations to partner with us and share the Adventures for Life information through their local outreach.
- We will create an insert about the brand sized for mailings and emailings, and work with businesses to include them in any correspondence they send out, from paycheck stuffers to internal email communications.
- Other collateral could include table tents, posters and flyers.
- We will continue to work with the A2D program and will create messages that encourage all local residents to participate in the program.
- The brand book will be updated and outreach at AAT meetings and through the A2D classes will help people with ideas of how they can use the materials.
- Quarterly “Lunch and Learn” meetings will be a great way to show how to use the branding materials.



Scope of Work—March 1 through August 31, 2019

WEBSITE

This includes updates and expansion of the website as well as hosting, back-up, and maintenance, of the website, Alamogordo.org.

PRODUCTION

This line item is for creative and production of graphics, radio and digital assets.

NEWSLETTER

Writing, production and posting of newsletters every other month to the website and to our email distribution list.

PUBLIC RELATIONS

Public Relations or Earned Media will be used to tell the story of Alamogordo, support the brand messaging and feature Alamogordo in a positive light to the immediate community. We will reach out to local businesses including the schools and the hospital to coordinate their news and share them on social media, in electronic newsletters and on the website.

RADIO

We will send out a Request for Partnership, and will work with the local stations that are best able to create a partnership package increasing our visibility and outreach.

AGENCY PLANNING & COORDINATION

This line item covers all agency tasks including job coordination, research, recaps, meetings, direct outreach to local businesses and organizations, strategy, and planning.



PROJECTED BUDGET / COST ESTIMATE –MARCH 1, 2018 – AUGUST 31, 2019

Graphic Production \$6,000

This line item is for creative and production of graphics for materials, invitations, social and digital ads.

Website Maintenance/Updates \$6,000

Includes updates of meetings, good news stories, enhancements, and expansion of the website as well as hosting, back-up, and maintenance, of Alamogordo.org.

Newsletter\$3,600

Writing, production and posting of every other month newsletters for the website and email list distribution.

Media Placement

Social Media \$7,000

Social media management of Facebook and Instagram posts, ads, monitoring and promotion, and paid ads.

Digital

Local Digital Media \$12,900

Regional monthly digital ads served on mobile, tablet, laptop and desktop computers. The ads will reach our target audiences on whichever device they use to access the Internet.

Public Relations \$6,000

This line item covers writing news releases, sending monthly news releases for local public relations

Radio \$8,000

This line item covers the cost of monthly radio advertising.

Agency Planning Coordination \$10,500

This covers agency tasks including, job coordination, research, recaps, meetings, strategy, billing and planning

Sub Total \$60,000

NMGRT \$4,725

Total:..... \$64,725





Facebook Page/Post Data Report

Reporting for January 29th to February 25th

New Page Likes: 30

Total reach of posts from page: 1,835

Total impressions from page: 9,107

Total engaged users on page: 540

Recent Facebook/Instagram Posts Log

Total Posts: 27

January 29 - (I) Mescalero Apache Reservation photo
January 30 - (I) (F) Magic of White Sands National Monument
January 30 - Branding Bold Workshop
January 31 - Adventures Action Team Meeting
January 31 - AHS Press Association Award
February 1 - (I) Alamogordo Sunset Photo
February 1 - 1,000 page likes announcement
February 1 - AFD at AHS career expo
February 4 - (I) (F) Oliver Lee State Park
February 4 - Branding Bold reminder
February 5 - (I) Rocket City
February 6 - (I) (F) Space History Museum poster
February 7 - (I) Explore the Sacramento Mountains
February 11 - (I) Our own little Broadway
February 11 - Sip into Spring festival
February 12 - (I) overlook of our wonderful town
February 14 - Tall Pines Beer and Wine
February 18 - Airman surprises son in Alamogordo
February 18 - (I) Wide shot of Sacramento Mountains
February 19 - (I) footsteps on White Sands photo
February 20 - Quality of Life video repost
February 21 - (I) Glencoe Distillery
February 21 - Kids' Zone
February 22 - Flickinger Tours
February 22 - Unique and affordable getaways
February 25 - (I) (F) Desert Lakes Golf Course
February 25 - AHS chess team

SUNNY 505

March 4 - March 9

-With a visit to one of our local farms, you can take a tour and learn more about farming in New Mexico - all while enjoying delicious locally grown nuts. If you opt for a visit to PistachioLand, you can add a photo opp with the world's largest pistachio to your itinerary.

<https://www.pistachioland.com/>



-Presented by your friends at the Spencer Theater in Alto, New Mexico - The Wizard of Oz!

"Follow the yellow brick road out to Emerald City, where a full stage theatrical production of THE WIZARD OF OZ comes to life. Faithfully celebrating the 1939 MGM movie classic, the stage will be filled with breathtaking special effects that sweep audiences away from the moment the tornado twists its way into Kansas."

<https://business.alamogordo.com/events/details/the-wizard-of-oz-19631>

-APS/City of Alamogordo/APD/#AdventuresForLife/#AlamogordoNM post monitoring

March 10 - March 16

-This Wednesday, join the Alamogordo Adventures Meet-Up group at Heart of the Desert to get a private behind the scenes look at the life of a pistachio. Plus after the tour you can do some wine tasting and socializing. Learn more: [\(share Facebook event when it comes\)](#)

-APS/City of Alamogordo/APD/#AdventuresForLife/#AlamogordoNM post monitoring

-THIS WEEKEND: Sip into Spring in Alamogordo, New Mexico! Alamogordo offers the perfect escape for an adult spring break with the two-day Sip into Spring festival on March 16–17.

SUNNY 505

Complete with food, art vendors, live music, and of course wine tasting, the event runs from noon to 6pm, and offers a relaxing and unique weekend get-away. #PlayAlamogordo #LiveAlamogordo #AdventuresForLife #NewMexicoTravel

<https://business.alamogordo.com/events/details/sip-into-spring-19563>



March 17 - March 23

-APS/City of Alamogordo/APD/#AdventuresForLife/#AlamogordoNM post monitoring

-The New Mexico Museum of Space History has all sorts of adventures in learning and discovery! Families can view an authentic “moon rock,” rare replicas of the first man-made satellites—Sputnik and Explorer—and exhibits on the history of rocketry. Learn more today: <http://www.nmspacemuseum.org/>



-#EatLocal and #ShopLocal in Alamogordo, New Mexico! @memories is a local favorite, serving gourmet dishes for decades in our community. Check out their Facebook page for more info.

<https://www.facebook.com/Memories-Restaurant-162574067138080/>



March 24 - March 30

-APS/City of Alamogordo/APD/#AdventuresForLife/#AlamogordoNM post monitoring

-For animal lovers, a stop by the world-famous Alameda Park Zoo is a must! With nearly 300 animals across 90 species, the Alameda Park Zoo is 12-acres of fun, complete with an education center, picnic area, playground and gift shop. Connecting humans to animals through audio, visual and tactical experiences, the zoo promotes education, conservation, recreation and biological research.



-There's always a story to share and a memory to experience in Alamogordo, New Mexico. Join the Adventures Action Team to help make Alamogordo a better a place to live, work, and play.

<https://alamogordo.org/adventure-action-team/>



2018 Branding Accomplishments

- Extensive surveying of our residents, leaders, and military members
- Survey results lead to **Adventures for Life** tagline due to overwhelming response of the remarkable outdoor life in Alamogordo and the surrounding area
- Formed Adventure Action Team (AAT) - over 70 active ACTION ORIENTED participants
- Adventures Meet-Up Group launched and sponsored
- Branding Bold workshop at the Chamber for businesses and nonprofits to offer added value and improve business
- APS Student contest "Education is an Adventure" challenge - a Multimedia project
- Gerald Champion recruiting video - partnering with Ascend HR Corp
- Created **Alamogordo.org** - website to inform and sign-up for participation
- Created a professional community video to highlight our services and amenities
- Many informative Stand-up Banners located in high traffic business locations in the city
- Logo Window clings – handed out to many businesses
- High profile Billboard - **Get Involved** (located on the way in from Holloman)
- Collateral produced - Rack cards, brochures, and handouts
- **Adventures for life** web page on the City page to help understand why behind the initiative
- Digital display ads and radio promotions ongoing
- Branded Merchandise for sale in 3 locations currently. Sold over 500 merchandise items
- Attended many local events - Red White & Brew, Fair, Burning of the Bull, etc.
- Online presence is gaining momentum! Using many hashtags #adventuresforlife #playalamogordo #workalamogordo, etc. Almost 1,000 friends on Facebook, Instagram followers- 650, **#adventuresforlife – 5000 posts**
- Group presentations, over 100 - encouraging brand adoption across community
- Google my business - adding photos/data on behalf of a business or service
- Glider club - providing free glider rides to new teachers hired
- Partnering with base personnel to share and promote ideas and events
- Created **Goodnewsalamogordo** Facebook page (Only GOOD stories allowed) – gaining fast traction and momentum



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What's Next?

2019 Branding Initiative Plans

- Organizing a team to create an **“Adventures for Life”** Day
- Arrival to Departure (A to D) training to begin at the Chamber in March - creating ambassadors of frontline community members helping to improve the customer experience of visitors and new arrivals
- Conducting focus groups on base to enhance the military experience
- Expanding online presence with stories about individual adventures
- Instituting broader marketing reach to outside of our community – target airports, regional attractions, military bases, etc.
- Saturate the community to understand the mindset of the brand and to be able to speak about it
- Engage with local school reunions to grow the Brand organically
- Create more awareness through social media, digital banner ads, local immersion
- Produce additional community videos (attractions, events, people, etc.) and share online for those seeking to move here
- Research light pole banners – Branded with everyday adventures to remind people of all the cool things to do locally
- Partner with APS to promote the positive everyday highlights from all the schools
- Create an “Adventure Trail Passport” with destinations to mark off when visited

**Do You Have Ideas to Help Improve
Your Community?**

GET INVOLVED
www.alamogordo.org

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LET'S WORK EFFECTIVELY AS A TEAM!

- Adventures for Life Stories
- Comments
- Photos
- Likes
- Shares
- Positive Stories
- Tag your posts @AlamogordoLife



When you post on Facebook or Instagram tag us!
@AlamogordoLife and be sure to use #AdventuresForLife



[instagram.com/alamogordolife](https://www.instagram.com/alamogordolife)



[facebook.com/AlamogordoLife](https://www.facebook.com/AlamogordoLife)

**Text photos, stories, or questions to
Gabe at (575) 636-4706**



MOVING THE NEEDLE WITH SOCIAL MEDIA

Sharing Alamogordo Adventures Through Social Media

SUNNY 505

WHAT IS OUR WHY?



- **Positioning** Alamogordo as a great place to live, work, and play
- **Identifying** positive stories to share about Alamogordo
- **Creating** brand ambassadors, both online and offline, of Alamogordo
- **Promoting** local businesses, our tourism assets, and our awesome people!

HOW TO INCREASE REACH

Engagement

- likes, comments, shares, etc.
- Some more high priority than others: shares, comments, etc.
- Page likes don't tell the whole story so be sure to comment and share!

Impressions

- how many people saw a post x how many times they saw it

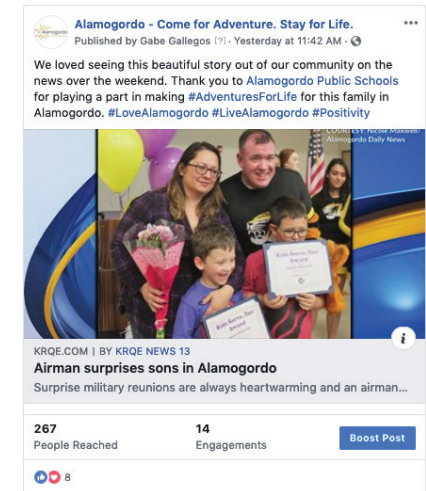
Website Traffic

- how many people did social drive to the website?
- Website should be main point of destination of our targets!

BEST PRACTICES

Leveraging @AlamogordoLife

- Post and share good news, positive stories, things to do and include local businesses in Alamogordo
- Be sure all stakeholders are represented
- Text your Good News stories to (505) 636-4706 for inclusion on our Facebook page.
- Tag @AlamogordoLife on everything you post!



Use Hashtags, Some Top Hashtags Include:

- #AlamogordoLife
- #AdventuresForLife
- #AlamogordoNM
- #LiveAlamogordo
- #PlayAlamogordo



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/19/2019

Report No: 4.

Submitted By: Rachel Hughs

Subject: Presentation update for Otero County Economic Development Council. (*Laurie Anderson, Business Development Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Ms. Anderson will give an update on business attraction, business retention, and expansion. She will also give information on film industry in Otero County.



RECEIVED
MAR 13 2019
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 3-12-19

Request Date
of Meeting:

3-26-19

Name:

Laurie Anderson

Address:

2400 Scenic Dr.

Alamogordo NM ZIP 88310

Phone Number:

575-439-3898

E-Mail Address:

L.anderson@ocedc.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

ocedc Update: Report on business
attraction, business retention & expansion
and film industry in otero county

Signature: B. Aguilar

Please return to:

Rachel Hughs, City Clerk
City of Alamogordo
1376 E. 8th Street
Alamogordo, NM 88310

Phone: (575) 439-4205

Fax: (575) 439-4396

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

Revised 10/13/2017



Quarterly Update

Otero County Economic Development Council, Inc.



- 15 Board Members
- 2 Staff Members
- Economic Development Professionals
 - Marketing & Strategic Communications
 - Research
 - Incentives, Economic Impact Analysis
 - Business Attraction/Development
 - Business Retention and Expansion (BRE) – Grow Your Own



Projects:

- Project Rain: (Water Bottling Production)
- Project Rise: (Metal Manufacturing)
- Project Shine: (Production)
- Project Bright (Service)
- 1 Projects - GRIP



BRE/Recruiting Visits:

- Tularosa, Cloudcroft and Mescalero
- Business Retention Visits – 22 January – March

NM Partnership/Sales Missions:

- 7 NM Partnership Leads

Site Selectors:

- Grow Your Own Campaign
- Business Retention Visits – July – September – 11



Film Office:

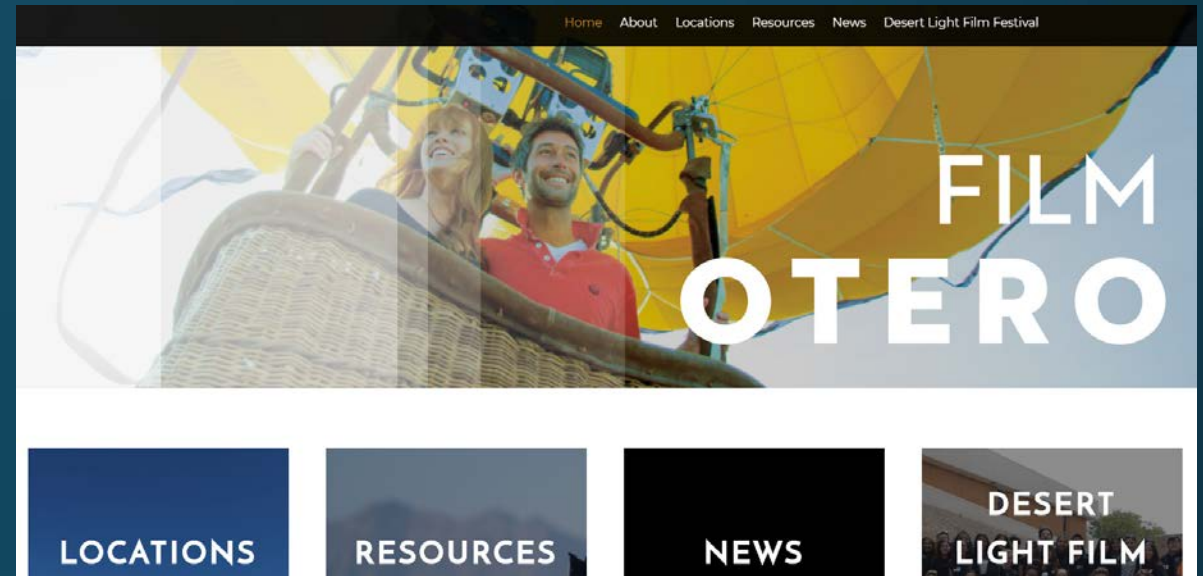
Update – Currently waiting

Film Friendly Businesses

Marketing Push – Locations

Desert Lights Film Festival – April 26, 2019

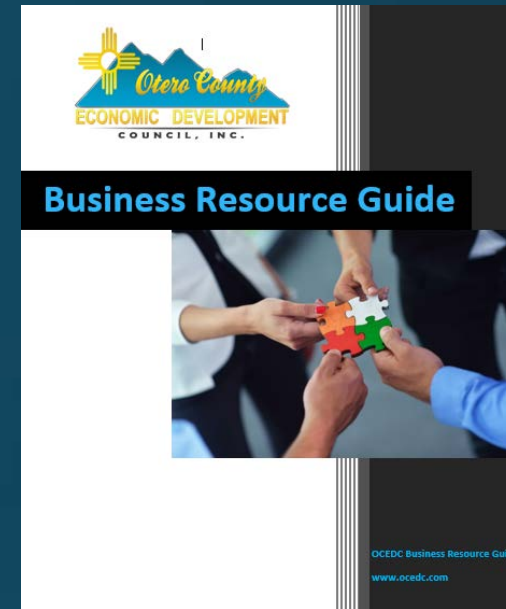
Film Otero Website www.filmotero.com





Marketing Campaign/Collateral

- Develop Detailed Data
- Commercial Property Listings
- Utility Service Capacities
- Target Industry Requirements – Light manufacturing, R & D, High Tech Data Center, Film
- Business Resource Guide
- Film Attraction
- Commercials





Questions?

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/22/2019

Report No: 5.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the March 12, 2019 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
March 12, 2019**

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

**JASON BALDWIN, MAYOR PRO-TEM
DUSTY WRIGHT, COMMISSIONER
BRIAN CESAR, INTERIM CITY MANAGER
PETRIA SCHREIBER, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

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

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

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Scott Frederick commented on the following:

He asked for transparency and feedback on what happened over the past couple of months with the City Manager.

CITY MANAGER'S REPORT

Interim City Manager Cesar made the following remarks:

1. He said staff has been working on Budgets for a little over a month and a half. He stated that the next three days it may be difficult to get a hold of certain staff.
2. He said the Joint Annual meeting for the Otero County Greentree Solid Waste Authority is scheduled for March 28, 2019 at 6:00 p.m. at the Tularosa Community Center located at 1050 Bookout Road. He reminded the Commission that many of them are members of that Board and if for any reason they cannot attend, they can bring their proxy to him or deliver it to Public Works Director Garner that way they will have a quorum for that meeting.

Mayor Boss asked if he was on that Committee. Interim City Manager Cesar answered he is.

Commissioner Sikes asked Interim City Manager Cesar if he has talked about the dates that the Commission would be involved in the Budget meetings. He said the calendar has been prepared but he does not have that with him tonight, but he will make sure that it gets out to the Commission.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Hernandez made the following comments:

He announced when the Commission meetings are held, and the agendas are always available on the City's website. He said there is always something interesting happening and to get involved and not just when it's right in your back yard. He said this is why we get to these sessions where we have a full house is because not enough people get involved until it really hits your back yard.

CONSENT AGENDA

- 1. Approve the minutes for the February 26, 2019 Regular meeting. (*Rachel Hughs, City Clerk*)**
- 2. Consider, and act upon, Ordinance 1587 for final publication, repealing Section 02-03-052 Code of Conduct of the Alamogordo Code of Ordinances. (*City Commissioners*) (Roll Call Vote Required)**
- 3. Consider, and act upon, the amended contract with the New Mexico Economic Development District, Non-Metro Area Agency on Aging (NMAAA) for the Nutrition Service Incentive Program (NSIP). (*Magdalena Morales, ASC Manager*)**

Commissioner Hernandez moved to approve items 1, 2 and 3 of the consent calendar.

Commissioner Rardin seconded the motion.

Roll call vote was taken.

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

ITEMS REMOVED FROM CONSENT AGENDA

None.

NEW BUSINESS

- 4. Consider, and act upon, the placement of a new "Resident Parking Only" sign for a home located at 1017 16th Street. (*Eric Barraza, Deputy Clerk*)**

City Clerk Hughs said the applicant is asking for a residential Parking Only sign. She pointed out that there are 3 Churches within the 500-foot radius. She said Mr. Resh is in attendance if the Commission has any questions of him.

Commissioner Hernandez verified with Mr. Resh that he understood that there is a fee involved. Mr. Resh answered yes. He said it was explained to him that this sign is only for his residence, but he wanted to take the time to speak for the elderly woman that lives across the street from him. He explained the problems that his neighbor is encountering with the parking on the street. He said he would gladly pay for her sign. City Clerk Hughs stated that the Deputy Clerk explained to him that she can apply for a handicap parking which we don't charge for those. City Clerk Hughs corrected her statement that we do charge for those, but she does not have to appear before the Commission. She explained the process.

Commissioner Hernandez moved to approve.

Commissioner Rardin seconded the motion.

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

- 5. Consider, and act upon, Change Order No. 2, 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 \$191,759.00, excluding NMGR. (*Larry Garner, Public Works Director*)**

Public Works Director Garner said they are looking for the removal and the replacement of the floor at the Upper Heights Ground Storage Tank. He said the contractor originally had taken 16 purchases out of the floor. He said they sent those purchases out to test to make sure the floor looks good and it will withhold the weight of the amount of water that is being put on it. The test results all came back good, but as they started scraping the floor and getting it ready for sandblasting, they started finding holes in the floor. He explained the process of replacing the floor. He said this tank was built in 1979 and

rehabbed in 1999. He said it is two million gallons and it is a very important tank for the City, it feeds everything east on Scenic.

Commissioner Rardin asked if there will be any other issues that may arise with this tank. Public Works Director Garner answered this is the last component that they have to look into. It is very unlikely that they will have any other problems. He said kind of what happened with the floor, until they get to that point, they really can't tell.

Mayor Boss said it was rusting out from the ground up, rather than from the water level down.

Public Works Director said they can't really tell until they get inside the tank to see how bad the roof looks. He said they have already started on the outside of the shell. They are at a standstill until they get the floor replaced.

Commissioner Hernandez asked Interim City Manager Cesar where the additional money is coming from, because last time they only had \$70,000 left. He answered there is a project that they still have on the books for Kids Zone, former Kids Kingdom. They were looking at constructing an effluent holding pond. He said the potable water is more important to the community at this point than the effluent pond. They will still keep that project on the books and look to replenish that funding as they go through the budgetary process.

Commissioner Hernandez said he would not be supporting this item tonight, not because he doesn't think that it is needed, but because he thinks that they took this project on in the wrong way. He said in the past there were ways to go in there and look at these tanks. He said they would send divers in and they would know what the cost was to these tanks and the rehabilitation of them. He said there was no engineering and really no scope of work involved in this. He said the City is allowing the contractor to basically tell them this is what it is going to cost the City. He said they need to look at this in the future on how they do these types of projects.

Interim City Manager Cesar advised Commissioner Hernandez they did pay to have the divers go in to do the inspection and give them the engineered estimates. He said that was done three and a half years ago. He said it was done and they did not see the deterioration of the bottom of the tank. He said that is part of the reason they are going in all these reservoir rehabs and installing the protection so that you don't have this occur in the future.

Commissioner Hernandez stated when you have the first change order that is two-thirds of the original project that is a red light. Then you have an additional change order that's more than half of the original price, that's another problem for him.

Commissioner Rardin said reading through the scope of work, it says the removal of the demoed material from job site becomes the property of D&R Tanks. He asked if the City wouldn't generate a little bit of revenue if they took that and recycled it themselves. He said figuring it would be about 90,000 pounds of steel and they are paying anywhere from three to five cents a pound, that's a pretty good chunk of money.

Interim City Manager Cesar said normally the City does not salvage the material. He said he does not know if that will change the amount of this change order, but they can look at that. Commissioner Rardin said even if it generates at a penny a pound. There is an additional \$9,000 that these guys could potentially make versus the City saving this money if they subtract this out of their bid pricing.

Mayor Boss said since they mentioned materials become property of D&R Tank property, it would be his guess that they did factor that into the job. He said that is speculation.

Interim City Manager Cesar said he wasn't part of the negotiations on the change order so he could not answer that question. Public Works Director Garner said that is something he would have to find out.

Commissioner Rardin asked if the City will have to cover the sales tax. He also asked if we are going to have enough money. He said it says sales tax not included on this.

Public Works Director Garner said the amount that the Commission got for the additional fiscal impact in coverage, is with the tax. Commissioner Rardin said so we are basically out of money on this project. Public Works Director Garner said yes, they do not anticipate any other problems because of the stage of where the tank is at this particular time, everything else is covered.

Commissioner Hernandez asked what percentage they are in this part of the project that they are asking for the change order. Public Works Director Garner answered with the floor having to be replaced it is backed up a little bit, probably about seven percent. Commissioner Hernandez said no, he is talking about the floor itself. Public Works Director Garner said they have not taken out any portion of the floor yet.

Public Works Director Garner said they will take out the entire floor. If they go down about 3 inches and there is more material that has to be removed, they have already made the commitment that they will take care of that and will not be raising the price on that. Commissioner Hernandez said that is his concern because of where this tank is placed and the ground underneath it. Public Works Director Garner said they have already had that discussion with them, because they were worried about the same. He said you really don't know what it is going to look like until you remove it.

Mayor Boss asked how they are going to remove the floor since they already got the upright supports for the bracing on the top and already attached to the floor. Public Works Director Garner said they will be cutting the floor up in strips and then in pieces. The braces that are holding the ceiling up, they'll jack those up enough to get the plate and the steel from underneath there and drop it back down.

Commissioner Payne asked if they had known about it to begin with, obviously the contract amount would have been more. Public Works Director Garner verified by saying yes. Commissioner Payne asked how the City would have accounted for that had they known about it. Public Works Director Garner said that would have been budgeted for that project. Commissioner Payne said she understands what Commissioner Hernandez is saying, she is just thinking if they don't vote for it, they will not get it fixed and we have to have it fixed.

Public Worker Director Garner said when they refurbish the tanks, they do the diver inspection, or they lower the water in the tank and go in and physically inspect it. He said they try to do that every five years, and every 15 years it needs to be rehabbed. When they redo the tank, they are also making improvements. He said of course they have improved the materials that go back into the tank with the paint having a zinc base and also with the protection which will help prolong the life of these tanks. He said they do not currently have this right now and as a result of that they get into the tanks not knowing. They are hoping for the best, this one of tanks they thought was going to be in a lot better shape and this is just what they ran up against.

Mayor Boss asked if they put that in the five-million-gallon tank that they just rehabbed. Public Works Director Garner answered yes.

Commissioner Wright asked if there are not Davis-Bacon wages required on this. Public Works Director Garner said he does not believe it is required on this. Commissioner Wright said they have it excluded. Commissioner Hernandez said they make more than Davis-Bacon anyways.

Commissioner Hernandez said he understands what Commissioner Payne is saying but he will not take his car to an Auto Shop without getting an estimate. He said there are change orders if they find something else, all he is saying on this one is that the City didn't even do that. He thought they should have been a little bit more involved in it. Commissioner Payne said she is just trying to figure out what alternative the City has. Commissioner Hernandez said he knows this will pass so that is why he is going to take his stance so that Interim City Manager Cesar understands where he sits.

Commissioner Hernandez said more than likely he can tell you that this bid had probably a maximum of 120-day life on it, the original bid. He said Interim City Manager Cesar said that they sent divers in there three years ago. They give you a bid that are good for 120 days, most of them are only good for 30 days depending on your procurement codes. He said they did not do their due diligence to find out what this was. Whether you have money or not, doesn't mean that you are going to spend it. He said that is his concern, the City did that at the Filter Plant and one of the answers from Engineering Manager Johnson was "Well we have money in the budget". He wants to make sure that the City is taking the best approach.

Mayor Pro-Tem Baldwin moved to approve.

Commissioner Sikes seconded the motion.

Motion carried with a vote of 6-1-0. Commissioner Hernandez voted nay.

6. Consider, and act upon, waiving the Civic Center rental fees on April 8, 2019 for the National Crime Victim's Rights event. (Carolyn Glover, 12th Judicial District Attorney's Office Special Programs Director)

Ms. Glover requested the Civic Center rental fees be waived for their Annual National Crime Victim's Rights event that they will be hosting on April 8, 2019 from 5:00 to 8:00 p.m. She said rental fees is not currently in the State's budget.

Mayor Pro-Tem Baldwin asked if they have waived fees at the Civic Center, and if so for what events.

Interim City Manager Cesar answered they have for other Government sponsored events that has had to come to Commission. He said in the case of this event the Civic Center is not booked. The total amount to be waived is \$233.50.

City Attorney Schreiber said she has a small concern with this, and it regards the anti-donation clause. She said ultimately, she thinks the City is okay because this provides a service to our citizens, especially those who are victims of crimes. She advised the Commission if they are going to authorize this, they should put it into a Memorandum of Understanding to protect both parties so that it is memorialized the benefit that the citizens are getting and the benefit that the 12th Judicial District Attorney's Office is receiving as well. She said that would be her advice to protect the City from any anti-donation concerns.

Commissioner Wright stated that his wife works at the 12th Judicial District Attorney's Office. He asked the Commission if they would have a problem if he abstained or voted. The Commission did not have a problem with it.

Mayor Pro-Tem Baldwin stated the thing to remember is that this is another governmental agency. Setting precedence is always tricky when it comes to donations and/ or waiving fees.

Mayor Boss moved to approve.

Commissioner Payne seconded the motion.

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

7. Consider, and act upon, Resolution 2019-10, adopting the 2019 Downtown Metropolitan Redevelopment Area Master Plan as the official planning guide for the Downtown Area of the City of Alamogordo. (Stella Rael, City Planner & Camdon Wilde, Mainstreet Director) (Roll Call Vote Required)

City Planner Rael asked the Commission to approve Resolution 2019-10. She said Mr. Wilde came before the Commission on February 26, 2019 with a presentation where he included this plan.

Mayor Boss said he was there when it was presented, and it looked like a fantastic plan. Mr. Wilde reminded the Commission that this plan started two years ago.

Mayor Boss said you can go on the City's website to see the plan. Mr. Wilde explained that they will be receiving paper copies by contract.

Commissioner Hernandez moved to approve.

Commissioner Wright seconded the motion.

Roll call vote was taken.

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

8. Consider, and act upon on two resolutions to either declare support for Otero County becoming a Second Amendment Sanctuary County (2019-11) or to Declare support for Otero County becoming a Second Amendment Sanctuary County and declaring the City of Alamogordo a Second Amendment Sanctuary City (2019-12). (*Josh Rardin, Commissioner*) (Roll Call Vote Required)

Commissioner Rardin said he felt it should be on the agenda because the Legislative session ends on the 15th and they should support the County or whatever the Commission feels prior to the session ending. He thanked the people for coming out to show support one way or the other.

Mayor Boss said 33 out of 40 counties have enacted resolutions in declaration of sanctuary status. There are only 3 municipalities that enacted resolutions, really two declaring themselves sanctuary status Farmington and Espanola. Roswell the Commission appointed a committee to review it and their Commission meets this Thursday.

Commissioner Rardin said Cloudcroft just passed theirs today unanimously.

Mayor Boss said he needs some explanation here because there is some misconception. Basically, what they are doing with the resolution is a symbolic gesture, their police are going to have to enforce the Laws of the State of New Mexico just as they do the Federal laws. He stated everyone on the dais took an oath that they would support the Laws of the State of New Mexico and the Constitution of New Mexico. He asked Chief Peete, whatever they do here tonight, they were going to have to enforce the Laws of New Mexico.

Chief Peete spoke of a letter he wrote regarding the second amendment. He stated in Senate Bill 328, which is also House Bill 87, 40, 83, and Senate Bill 8. State Bill 8 was passed yesterday and that mandates that folks who are selling firearms at gun shows have to have a background check. He said the intent of the letter is to provide the Commission with the facts as to how he understood them. He said, as it relates to Senate Bill 328, House Bill 87 and 83, the seizure of firearms if a suspect is involved in domestic violence, this is how he sees the bill. Section Six of the State Constitution reads, "No municipality or county shall regulate, in any way, an incident of the right to keep and bear arms. Additionally, State and Federal Law require items of only evidentiary value can be seized by law enforcement. This means there must be an articulable reasonable belief that a firearm has been used in domestic violence incident. Chief Peete stated the way he reads this bill, if there is a victim of a domestic violence incident, they go right to the courts and they can say they have safety concerns. There are a lot of statistics that do support that victims of domestic violence that are in households, where there are firearms, there is a high percentage that they may be hurt or killed with firearms and Alamogordo statistics do support that. He said he does not see it as a second amendment issue, he sees it as a fourth amendment issue. The Alamogordo Police Department cannot just arbitrarily come into a home and seize a weapon if they have no evidence that a weapon was used in a crime. While the courts can mandate someone leave their home, so there is a judicial process there, but his concern is that the Bill may not be hardly enough to provide the specifics regarding what law enforcement can or cannot do in that specific situation. He said as it relates to House Bill 40 and Senate Bill 8, background checks for private gun sales. In talking to staff members, the community and looking online, the primary

concern seems to be that folks feel that it is going to be a violation of their second amendment rights. He said in looking at how the Alamogordo Police Department sees where the bills are, they have some concerns, or at least he does. It is not specified as to where the warrant's scope allows the search of the respondent's entire residence or for vehicles or vehicle for a firearm. It is not specified as to the scope of the warrant if the petitioner does not know how many firearms the respondent may have. It does not specify as to whether law enforcement agencies will be required to conduct checks on the actual firearms seized as a result of these laws. There are no appeals process in regard to if an individual has their weapon taken away from them. He stated the risk of officer safety is significant in their specific area in enforcing a misdemeanor offense. He said there are higher insurance premiums, may be a possibility to address lawsuits. The Bills will require for the department to store firearms and they have very little space to store evidence within their department. Additional resources will be needed for regulation enforcement, he does not have the man power to go to gun shows to make sure folks have their federal firearms license and that they are selling according to state law. He said the cost of upgrading the facility to store ammunition may be substantial and may be necessary in this case. He stated his concerns are for the safety of all people in Alamogordo, to include the lives of his Officers. He said what he loves about this community is, when they have disagreements, they have conversations with grace and dignity. They need to remember that the terror of domestic violence is real and has affected most everyone in the room. They have to seek ways to limit the access for criminals and those with violent tendencies and maintaining people's enabling rights to the second amendment.

Mayor Boss said there is no provision for additional funding of police officers or storage facility for guns. he asked Chief Peete if he is wrong. Chief Peete answered, no Sir you are not wrong. Mayor Boss said they are on their own for that.

Commissioner Hernandez said it is his understanding the way the Bills are written, for instance a police officer has an on-duty shooting, they have shot somebody and are usually put on suspension until the investigation is done. He asked if the Police Department removes all their firearms from their home. He said it is not the gun, it is the people behind it. It is not the ability to get the gun because if some wants to do damage there's other ways to do it. He said his stance is, it's not that he doesn't want for them to follow the law, but he wants them to know where he stands on his second amendment right because he probably has more guns than Mr. Maupin does in his store.

Chief Peete said that brings up a legitimate point that if an individual has several firearms, the department may lack the storage area to house them all. He asked Commissioner Hernandez which Bill he is referring to because these Bills only outline domestic violence. Commissioner Hernandez told him that his department has had allegations of domestic violence against some of his officers. Chief Peete said yes. Commissioner Hernandez said in the future they remove their weapon and any weapon they have access to. Chief Peete said that is up to the courts, they would just have to enforce the court order. Chief Peete stated how he understand this Bill to be is, if an individual is involved in a domestic physical altercation. Commissioner Hernandez said or accused of, and that is the concern he has. Chief Peete said that accusation has to go through a judicial process in which the judge has to issue a warrant for the respondent or accused to surrender their weapons. Commissioner Hernandez said his concern is that due process is going to be eliminated. He is concerned that some young officer that doesn't know the rules, because the law changes every day. Commissioner Hernandez said if he is accused of something and they come to get his guns, they are going to get something else. Chief Peete said he understands his passion, as far as the process goes, they cannot take someone's weapons unless a crime has been committed or suspected a crime has occurred or unless they are issued a warrant. Commissioner Hernandez said he supports our troops, but he has seen things happen on smaller scales. He said some officers dislike other officers. They have had several incidents in the last couple of years where that was happening between the City and the County, the County and Border Patrol. He said he has concerns and it leaves everything up to you guys and sometimes that is not enough. Police Chief Peete said he understands and appreciates that. He understands that this is not what Police Officers should make a decision like that on the street. There are going to be Officers that make mistakes or are going to overstep their bounds and there are civil and criminal resolutions that

are there for that. He can't promise that they won't make mistakes but for any laws going forward there is a due process that is installed.

Commissioner Rardin said there have been two news articles in Maryland where they just passed a similar law to House Bill 87 where an officer was killed trying to seize firearms and the gentleman was passionate about his second amendment rights and the other one was the other way the police went in to seize it and the gentleman had it and they shot and killed him. This could happen in New Mexico based on how they are writing these, and it seems a little bit of an overreach.

Commissioner Payne said this is to pass a Resolution to declare them a Second Amendment Sanctuary City or passing a resolution to support the County in their Resolution of a Second Amendment Sanctuary County. She stated she understands why you are talking about the Bills, but they are not talking about being able to change that. She said while she supports everything said but she thinks that they need to make clear that they are talking about passing a Resolution, which is not a law, it is more of a statement. If they pass this Resolution, it does not change the Law. It has nothing to do with what's before them tonight, this does not exempt them from State Law.

Mayor Boss stated if all of the other counties and municipalities passed their Resolutions, they are still going to abide by the Laws of the State of New Mexico.

Chief Peete said, in response to Commissioner Rardin comment, police have to put their lives on the line to enforce laws, but they want to make sure the laws have due process and keeping in mind the New Mexico is an open carry state. So, when they are dealing with folks, they do not know if there was a domestic violence incident. The risk, danger is always there.

Roger Schoolcraft commented on the following:

He said a lot of legislation is being considered and even passed in regard to what he sees as an infringement on his second amendment rights. Stripped down legislation has been passed in many major cities throughout the US and through statistical data this legislation has proven to be a classic failure. It has a little if no effect in curbing violent crimes and homicides. He gave statistics on Gun Laws done by Uniformed Crime Reporting. He said in his research he kept finding the same statistical data time after time. Restrictive gun laws have not shown a deterrent to crime. He said he believes we have more than enough restrictive gun laws in the State of New Mexico and does not believe, personally, that any further gun legislation would benefit the citizenry of Alamogordo. He said the crime element doesn't care, he stresses this out of personal knowledge, what laws we have in effect. They will obtain firearms whenever and by whatever means they can. He asked Mayor Boss and the Commission to stand firm on our Second Amendment Rights and consider passing the resolution, protect the citizens of Alamogordo from any further violations for our Second Amendment Rights and to make Alamogordo a Second Amendment Sanctuary City.

Mayor Boss commented on Police Chief Peete's letter where he gives some statistics on weapons and murder in Alamogordo. He said in the last nine years, there have been five firearms used in crime. He thought we should be thankful for the low number.

Kay Gomolak commented on the following:

She mentioned she was the Director of COPE, the local Domestic Violence Agency. She said COPE is a member of the New Mexico Coalition against Domestic Violence, which is an organization with 30 agencies throughout the State. She said their group is supporting House Bill 87 and companion Senate Bill 328. She said from their perspective, their purpose is to provide a greater measure of safety for victims of Domestic Violence, Sexual Assault and stalking throughout the State. She explained some of the details in the Bill. She said in domestic violence, sexual assault and stalking firearms are used to control, terrorize and intimidate victims. She said 35 percent of all women killed by men are killed by intimate partners with guns. She said 44 percent of mass shootings between 2008 and 2013 involved intimate partners in Domestic Violence. She said we are not immune to this, it happened in Cloudcroft in 2017. In November 2017, Devon Kelly was shot dead, 27 worshippers at First Baptist Church in

Southerland Springs, Texas. He had committed domestic violence and child abuse here while he was at Holloman Air Force Base. In 2017, COPE served 393 victims of domestic violence, 236 of them reported that their abuse involved a weapon. This legislation attempts to address a serious and real threat. Its language is consistent with federal law already in effect. If you pass this Resolution, will you not enforce this law. She said she understands that there's questions about weapons storage for law enforcement and concerns for their safety, if they must enforce this law. However, let's not forget that any action taken because there was a very real danger presented to the court and validated through due process by the Court. If this situation is dangerous for law enforcement what do you think it is like for victims of domestic violence in their home and for their children. If your daughter were in this situation as a victim of domestic violence sexual assault or stalking how would you want our city to respond to her in her time of need. She suggested the Commission pass a Resolution making the City of Alamogordo a Domestic Violence victim Sanctuary City.

Amy Barela commented on the following:

She read the Oath of Office the Commission took when they took Office. She said the Constitution was written and ratified by an Act of the whole American people. She said as Thomas Jefferson declares, the purpose to secure the blessings of Liberty, Governments were instituted among men, not over them, and derive their powers from the consent of the government. Our principle in our constitution that has been worked beyond recognition is the general welfare clause. Our founders never intended the general welfare clause to mean limitless power. She said it means confinement of boundaries. This was agreed by all who drafted the Constitution. It has been proven that Countries that have banned firearms (Australia, England) and let's don't forget that Mexico has the strongest gun laws in the world have not made their Countries any safer. It is proven violent crime increases in an area where gun controls are enacted making more law-abiding citizens left unable to defend themselves from armed criminals. The Laws New Mexico is proposing advocates more restrictive gun control laws which makes attaining a gun more difficult for the average citizen but does not prevent criminals from obtaining firearms. She asked the Commission to declare Alamogordo a Second Amendment Sanctuary County and support Otero County in protection of its citizens.

Scott Frederick commented on the following:

He said he is a firm advocate of all our Amendments, not just the Second. He said he respects First Amendment comments, that he disagrees with, made by his Commissioner recently that discussed his second amendment rights, and his hunting ability. He said his ability to go shoot is a disease, and he would hope that was a misquote, but it is the second time that he has heard a comment from you (referring to Commissioner Sikes). He said one was during an election and he understands that things get tense, but when you insult your constituents with comments like that by putting your party first, that is part of the problem nationwide. He said it is not a personal attack, he respects her First Amendment rights, but please understand that not everyone agrees with you that are your constituents. He said for the Commission, this is a big deal, it is a political hot button. He told the Commission to think through what you are putting your names to, and ours as residents of Alamogordo, if you support this or if you don't. He said it is a constitutional issue in New Mexico and a United States Constitution issue.

David Black commented on the following:

He said he took an Oath when he was elected Otero County Sheriff and he swore to uphold the Constitution of the United States and the Constitution of State of New Mexico and State laws of New Mexico. Legislators of the State of New Mexico have presented numerous Legislative bills with serval of the proposed bills, if enacted, will be a law that there are required to enforce and in doing so they will be in direct violation of the rights of the citizens of Otero County. These laws will not address the criminal elements. He said some of the issues they see with the Red Flag Bill is New Mexico State Section 4-13-5 allows a court to issue a firearm relinquishment as part of the Courts broad injunctive relief, however when the petitioner is a household member and alleges among other things a threat, causing imminent fear or bodily injury by any household member. He said that's already in law, why are we trying to do it again. He said New Mexico also has an emergency mental health, evaluation and care law New Mexico statute 43-1-10. This law states that a law enforcement officer can apprehend a person based on a lawful arrest, attempted suicide or if the officer has reasonable grounds to believe

that the person as a result of a mental disorder, presents a likelihood of serious harm to himself or herself or to others and that immediate detention is necessary to prevent such harm. He said again that is already in state statute. He said HB 83 is a violation of due process, emergency order section 5 and the temporary order section 6 are issued ex parte and without any notice to or opportunity to be heard from the respondent. In addition, there is a very little personal harm requirement to take away your civil liberty. He said he supports the City of Alamogordo Second Amendment Sanctuary Resolution and he asks that you do to. He said does this Resolution give law enforcement the choice of what State laws to enforce and which ones not to enforce, absolutely not. This Resolution is sending a message to our legislators that we do not agree with their legislation as it is written today. If these Bills are passed there will be challenges filed immediately. He asked the Commission to support 30 of the 33 New Mexico Sheriffs who are opposed to this type of gun control legislation.

Yvette Herrell commented on the following:

She thanked the Commission for their courage for considering this tonight, because she knows that the decision before them is huge. She said at the end of the day, the bill passed by the Legislature, and there is many of them, are in direct conflict with our Constitution. She said if they want to talk about the bigger picture, this isn't just about New Mexico, it is not just about our rights or Otero County or Alamogordo, this is a movement. She said this is about funding being funneled into Legislators across the Country by the likes of George Sorrells and others. She said she can assure you that money is pouring into this State by people that want to take our rights away, take our second amendments away and try to cripple the people because when you control the guns and the land, you control the people and that is why there is such oppression in Countries around the world where they do not celebrate a second amendment or they do not celebrate ownership of property. She said this is real and our Country is changing very swiftly, and we are here as patriots, Americans, New Mexicans to stand up for our constitutional rights. She applauds our sheriffs who are going to protect our second amendment and she applauds this Commission for at least considering this. She said really the heroes in the room are the people of New Mexico, who are in great fear of losing our rights that our founders fought for, that our military hold the line on, and for us to even sit here and think about losing our ability to have second amendment rights.

Gene Downer commented on the following:

He asked Commissioner Sikes if she looked into a caller's question from her radio station show. She answered yes. He asked Commissioner Sikes what she found out. She said the caller was very concerned about the fact that he attempted to buy a handgun in the State of New Mexico. He carried an Arizona Driver's License and was denied the right to buy the handgun. She said according the gentlemen who owns Dave's Guns because he did not have a New Mexico driver's license, he was unable to purchase a handgun. He would have been able to purchase a long gun, but not a handgun. She said it is a federal law, not a New Mexico Law.

Kerry Maupin commented on the following:

He said House Bill 8 would impact him greatly. He said he has a \$5 million-dollar liability. He said the more guns he registers, the more liability he has. He said as far as he is concerned, Governor Grisham could do the background checks. He said he does not think constitutionally she can force him to have to do something like that and tell him how much he wants to pay for it. He said he thinks it is absolutely wrong.

Commissioner Hernandez said 35 years ago, he was a victim of domestic violence. The problem is not the guns, the problem is domestic violence. The problems run far deeper than anything else. He said 25 years ago he ran for Municipal Judge. He said his issue with the Judge, at the time, was how he handled domestic violence in his Court. A victim of domestic violence would come to his Court room and they would be charged and sentenced and made to go to counseling of the Judge's choice. He said most of those people charged with domestic violence could not afford to go to counseling. He said that is the reason he ran for Judge. He wanted to try and fix the problem. He said that is what he sees with this is that they are looking at the easy way out which is not going to fix the domestic violence problem. He said guns are not the problem, its society and that is just not with domestic violence but

with a lot of other stuff. He said that is what they need to work on and not take away Amendment Rights.

Commissioner Payne thought they need to acknowledge Ms. Gomalek. She said she does great work and is very passionate about what she does. She agreed with Commissioner Hernandez that stricter gun laws are going to change anything, she thinks the weapon is going to change. She said she is not in favor of criminals having guns because if you are a felon, you should lose certain rights. She is also not in favor of punishing to ordinarily law-abiding citizen because a felon makes a bad choice. She said she will always support COPE and victims of domestic violence. It's not 100 percent of the time that it is a true case of domestic violence, but she will never take a chance on somebody who may legitimately be a victim of domestic violence.

Commissioner Sikes she said she feels a lot of irony in saying that they support Ms. Gomalek and COPE and then clapping our hands for the fact that we don't want any of our rights taken away. She believes that five minutes extra of a background check or an order of protection, if it saves one life it was worth it. She said that is her personal opinion. She said as an elected official and knowing the sentiment of the people and most of the people in Otero County, she knows where they stand and where she will have to lean. She asked how many of the gun bills have been passed. Someone in the audience answered one. She said that one bill is Senate Bill 8. She explained the exclusions for the bill. She said it simply allows for expanded background checks. She said you may say that only criminals are going to end up with guns. She said she hears that argument all the time. She said she would like to hear your suggestions as to how they prevent situations like Sandy Hook, Las Vegas, Florida. She said she appreciates everyone's opinions. She believes that all of this gun violence needs to stop and what they are doing is trying to grasp straws and pass legislation that could potentially help a little bit. She said she supports this Commission and wherever they go with this. She said she also feels like what Police Chief Peete said, that there is so much that they don't know about this or the consequences of this and she believes that rather than going forward and passing a Resolution, that they hold off for a while and maybe get some more information.

Mayor Pro-Tem Baldwin stated that when this was first put on the agenda, he was a little apprehensive, not for his support of the Second Amendment, but because of the City's Mission Statement. He said as it's kind of panned out and we've watched what the County and the State has done, Commissioner Payne and Sheriff Black, have laid it out that it is just a statement. He said since he has been on the Commission for the past 7 years, the Commission has taken a pretty strong stance on about five different topics. He said this will mark one of his more proud moments that he has been in the community that this Commission is going to make a statement like this, although you guys understand what that statement is, that we don't support certain things that our Government can do for us. He thinks that is one of the most important things that we can do, especially when you get down to the Constitutionality of it. He echoed what Commissioner Hernandez said. He said he is most proud of that we live in a Country, State and a community that can have these debates, discussion and most everybody is going to be civil about it, and we are going to come out, usually, on the right side. He thanked everyone for being there and said the more people we get in here, the better off we are as a community. He said he never has his mind made up before he goes into the meetings because he wants to hear every last comment and that is what helps him make his decisions, fortunately this one it is a no brainer.

Commissioner Hernandez said how they fix this problem is by getting involved. He told Commissioner Sikes that most of the items that she mentioned were actually avoidable if the people would have gotten involved, but most of the people were too busy in their own day-to-day stuff.

Commissioner Rardin moved to approve Resolution 2019-12.

He then asked the City Attorney Schreiber if that is the one that declares the City of Alamogordo a Sanctuary City. She answered that is correct.

Commissioner Wright seconded the motion.

Mayor Pro-Tem Baldwin asked City Attorney Schreiber why the Commission could not do both. City Attorney Schreiber stated they can, but it is redundant. She said 2019-11 just declares support for Otero County and its Sheriff, and 2019-12 declares support for Otero County and its Sheriff and makes the City a Second Amendment Sanctuary City.

Roll call vote was taken.

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

ADJOURNMENT

Commissioner Wright moved to adjourn at 8:12 p.m.

Commissioner Hernandez seconded the motion.

Mayor Boss adjourned the meeting.

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)

Approved at the Regular Meeting held on March 26, 2019.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/19/2019

Report No: 6.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, Ordinance 1586 for final publication to amend sections of the City Charter pursuant to the new Election State Law. *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the ordinance for final publication.

Background: This ordinance is to amend sections of the City Charter. The new Election Code as amended by the 2018 legislature supersedes sections of the City Charter. The Municipal Election code was also repealed.

Rebecca Martinez from the Secretary of State said Section 1-22-3.2 allows the City to not have to take changes to coincide with new Election State Law to the voters.

New Mexico 2018 Election Code :

Section 1-22-3.2 B. A municipality may change its charter by ordinance or as otherwise provided by the municipality to conform its election schedule with the requirements of this section.

If taken to qualified electors for a vote, the vote outcome will not change State Law, resulting in a costly election of approximately \$21,525 for 17,500 voters. This estimate does not include the fee for County workers, election tabulators, postage, and publications resulting in at least \$30,000 total. In the 2018 election there were 16,076 registered voters eligible to vote. Under the Local Election Act, special elections will be conducted entirely by mail.

The next City Charter Committee will review the entire Charter in 2021.

CITY OF ALAMOGORDO CITY CHARTER

PREAMBLE

We, the citizens of Alamogordo, New Mexico, under the Constitution and Laws of New Mexico, ordain and establish this Charter for the City of Alamogordo, New Mexico.

ARTICLE I. - INCORPORATION AND POWERS

The incorporated municipality known as Alamogordo, (hereinafter "City") existing within its present or future boundaries, shall exercise all powers and perform all functions not expressly denied.

ARTICLE II. - FORM OF GOVERNMENT

The form of government for the City of Alamogordo is the Commission-Manager form of government.

ARTICLE III. - ELECTORS

Any registered, qualified elector of the City may vote in any City election and may be a candidate for any City office for which he or she is qualified.

ARTICLE IV. - ELECTED OFFICERS

The elected officers of the City are six (6) Commissioners, one (1) Mayor, and one (1) Municipal Judge.

(Amd. of 3-6-12)

ARTICLE V. - QUALIFICATIONS FOR CANDIDACY

Candidates for elective office in the City shall be qualified electors with the following additional qualifications:

Section 1. - Candidates-at-Large.

Candidates-at-Large must reside within the city.

(Amd. of 3-1-16)

Section 2. - Candidates for District Offices.

Candidates for District Offices must reside in the District they seek to represent.

(Amd. of 3-1-16)

Section 3. - Disclosure.

Each candidate for City office shall file a disclosure statement with the City Clerk, at the time of filing for the office. This statement shall identify all real property and businesses in New Mexico in which the candidate has a financial interest.

ARTICLE VI. - ELECTIONS

Section 1. - Regular City Elections.

- A. Regular City elections to elect City officers, as required, shall be held on the first Tuesday in March of even-numbered years.
- B. Unless specifically inconsistent with this Charter, New Mexico law governing the manner of conducting City elections shall govern elections in the City.

Section 2. - Elections.

- A. In the regular City election for Commissioners ~~representing districts~~, the candidate receiving the greatest number of votes in each district represented is elected.
- B. In the regular City Election for Mayor, the candidate receiving the greatest number of votes is elected unless that candidate fails to receive more than 50% of the vote. In that case, there shall be a special run-off election between the two candidates receiving the greatest number of votes. The run-off election shall be held within 45 days after the date that the final canvass is completed. The city commission shall by resolution set the date of the run-off election and specify the names of the candidates. The resolution shall be published once at least seven days prior to the run off election.
- C. If a tie exists after the certification of the results of any election, the determination as to which of the tied candidates is elected shall be decided by lot.

(Amd. of 3-7-00; Amd. of 3-1-16)

Section 3. - Vacancies.

- A. A vacancy occurs upon an elected officer's death, recall, resignation, or, as to Commissioners, upon termination of residency in the district represented, or upon absence from Commission meetings for a consecutive period exceeding sixty (60) days, unless a majority of the remaining incumbent City Commissioners vote to retain the absent Commissioner or the absent Mayor for an additional sixty (60) days, which vote must take place at the next following regular meeting.
- B. A vacancy in the commission, including the office of mayor, occurring after completion of one-half of that commissioner's term, shall be filled by appointment of the commission of a person qualified under Article V. In all other cases a special election must be called to fill the vacancy. The Commission must declare by resolution that a vacancy exists. The resolution declaring the vacancy must be adopted by the Commission within fifteen days of the vacancy. The Commission must appoint an eligible person by majority vote to fill the vacant office at the first regular meeting following the expiration of thirty days after the adoption of the resolution. If the Commission fails to make the appointment at that meeting, the Mayor must, within fifteen days, appoint an eligible person to fill the vacancy. The Commission may by ordinance establish the specific procedures for selecting an eligible person to fill a vacancy. The commissioner or mayor appointed or elected shall serve for the remainder of the unexpired term for which the commissioner or mayor who vacated the position was elected.
- C. If the entire Commission is vacated simultaneously, the Municipal Judge shall perform the function of the Commission only as concerns the calling of a special election to fill the vacancies.

- D. Special elections shall be called at the next regular meeting after the occurrence of the vacancies, the date of special elections to be proclaimed in accordance with state law.

(Amd. of 3-7-00; Amd. of 3-2-10; Amd. of 3-6-12)

Section 4. - Non-Partisan Elections.

Elections for City officers shall be non-partisan. The party affiliation of candidates shall not appear on the ballot nor on any official document relating to the candidate or to the election.

ARTICLE VII. - THE GOVERNING BODY

Section 1. - Equality of Commissioners.

All Commissioners, including the Mayor, except as otherwise provided by this Charter, shall have equal voting power, privileges and prerogatives.

(Amd. of 3-6-12)

Section 2. - Composition.

The governing body shall be comprised of six (6) members to be known as commissioners and one (1) member to be known as mayor. The six (6) commissioners shall be elected by the qualified voters of each of the six (6) single-member districts. The mayor shall be elected at large.

(Amd. of 3-6-12; Amd. of 3-1-16)

Section 3. - Term of Office.

The term of office for all commissioners, including the mayor, shall be four (4) years. Elections shall be on a staggered basis. Two (2) commissioners shall be elected in 2014. The remaining four (4) commissioners shall be elected in 2016. Any incumbent whose four (4) year term would expire in 2014 shall stand for re-election. The term of office for all commissioners, including the mayor, shall begin upon certification of the election.

(Amd. of 6-20-95; Amd. of 3-18-97; Amd. of 3-6-12)

Section 4. - Districts.

The Commission shall be divided into six (6) districts. The boundaries of each district shall be established by ordinance. Within one year after publication of each National Census, the Commission shall reaffirm that the City is divided into six (6) Districts that are compact in area and as nearly equal in population as possible.

(Amd. of 3-18-97; Amd. of 3-6-12; Amd. 3-1-16)

Section 5. - Meetings.

All City Commission meetings are open to the public and the official records open to inspection, except for closed executive sessions held in accordance with the State Open Meetings Act. A quorum consists of a majority of incumbent Commissioners and the Mayor.

- A. Regular meetings shall take place twice monthly at a place, time and day determined by ordinance. Regular meetings shall not occur on legal holidays.
- B. Special meetings shall be called by the Mayor or any two (2) Commissioners, for the purpose of discussing or acting on any City business.
- C. Emergency meetings shall be called by the Mayor or any Commissioner, to resolve emergency matters involving clear and present danger to the health, safety or welfare of the citizens of Alamogordo.

(Amd. of 3-1-16)

Section 6. - Compensation.

Upon implementation of this Charter, Commissioners shall receive fifty dollars (\$50.00) compensation for expenses for each regular meeting attended and for each regular meeting not attended by reason of official City business. This minimum compensation shall not be changed unless the proposed change is submitted to, and approved by, the electorate at a regular City election. Any additional compensation shall be established by ordinance.

(Amd. of 3-1-16)

Section 7. - Incompatibility of Offices.

No member of the Commission or the Mayor may hold any other local, state, or federal elected office. Acceptance of the second elected office constitutes an automatic resignation from the position of Alamogordo City Commissioner or Mayor, and the vacancy thereby created shall be filled in the same manner as other vacancies on the City Commission are filled.

(Amd. of 3-2-10; Amd. of 3-1-16)

ARTICLE VIII. - MAYOR AND MAYOR PRO-TEM

Section 1. - Selection; Term; Removal.

- A. An organizational meeting shall be held as soon as practicable after each Regular City election in which Commissioners are elected.
- B. The Commission and Mayor shall elect one of its members to serve as Mayor Pro-Tem. The term of office for the Mayor Pro-Tem shall be until the next organizational meeting of the Commission.
- C. An organizational meeting shall also be held if the office of the Mayor Pro-Tem becomes vacant. Said office becomes vacant in the manner specified in Article VI, Section 3.
- D. A motion for removal of the Mayor Pro-Tem shall be made at a regular meeting, and must be seconded by two (2) Commissioners or one (1) Commissioner and the Mayor. The motion for removal shall be voted upon at the next regular meeting and shall require the affirmative votes of no fewer than five (5) Commissioners for passage.

(Amd. of 3-2-10; Amd. of 3-6-12; Amd. of 3-1-16)

Section 2. - Powers and Duties of Mayor.

The Mayor shall preside at all meetings of the Commission and shall perform such duties as are imposed by the Commission. The Mayor has all the powers and duties of a Commissioner, including the right to vote upon all questions under consideration.

The Mayor is the official head of the City for all ceremonial and military purposes. With the advice, and subject to the approval of a majority of the Commission, the Mayor shall appoint and may remove, if necessary, members of the public boards, commissions and committees of the City. The Mayor shall lead, guide and develop with the City Commission, City Manager, and other appropriate individuals, short and long range plans and goals for the City concerning its growth and development. The Mayor shall present an annual state of the City message at a Public Meeting determined by the Mayor.

(Amd. of 3-6-12; Amd. of 3-1-16)

Section 3. - Powers and Duties of Mayor Pro-Tem.

In the absence of the Mayor, the Mayor Pro-Tem shall perform the duties of the Mayor.

ARTICLE IX. - THE MUNICIPAL JUDGE

There shall be one Municipal Judge elected at-Large for a four-year term, who shall serve in accordance with applicable state law.

(Amd. of 6-20-95; Amd. of 3-1-16)

ARTICLE X. - INITIATIVE, REFERENDUM, AND RECALL

Section 1. - Initiative.

- A. Upon petition, signed by the qualified electors in a number no less than twenty (20) per cent of the average number of voters who voted at the previous four (4) regular City elections or no less than twenty (20) per cent of the number of voters who voted at the previous regular City election, whichever is the greater, any measure may be proposed to the Commission for enactment within thirty (30) days of the date of filing the petition. If the Commission: (1) fails to act, (2) acts adversely, or (3) amends the proposed measure, the Commission shall call a special election in not less than thirty (30) days nor more than sixty (60) days for the purpose of submitting the measure to the electorate.
- B. The ballot shall contain the proposed measure and the measure as amended, if the Commission amends the proposed measure. After each measure there shall be printed the words:
 "for" and
 "against,"
with spaces for crosses after each word.
- C. The measure receiving a majority of the votes cast on that measure in its favor is adopted. If each measure receives a majority of votes cast on that measure in its favor, the measure receiving the greatest number of votes cast in its favor is adopted.

Section 2. - Referendum.

- A. If within thirty (30) days following the adoption of an ordinance or resolution by the Commission, a petition, signed by the qualified electors, in a number no less than twenty (20) per cent of the average number of voters who voted at the previous four (4) regular City elections or no less than twenty (20) per cent of the number of voters who voted at the previous regular City election, whichever is greater, is presented to the Commission asking that the ordinance or resolution in question be submitted to a special election for its adoption or rejection, the ordinance or resolution shall become ineffective and the Commission shall provide for an election on the measure within sixty (60) days of the filing of the petition.
- B. The ballot shall contain the text of the ordinance or resolution in question. Below the text shall be the phrases:
 - "for" and
 - "against,"with spaces for crosses after each word.

If a majority of the votes cast favor the measure, it shall take effect immediately. If a majority of the votes cast are against the measure, it shall not take effect.
- C. If an ordinance or resolution is an emergency measure, it shall go into effect immediately, but it shall be subject to repeal by an adverse majority at a referendum election.
- D. The referendum procedure of this section shall not be available for any ordinance authorizing bonds or other obligations where such ordinance, bonds or other obligations previously have been approved at a City election.

Section 3. - Recall.

Any City Commissioner, including the Mayor, is subject to a recall election. Upon petition seeking a recall of a Commissioner or Mayor, the Commission shall call a special election within sixty (60) days, unless the regular City election occurs within ninety (90) days.

Notice of Intent to circulate a petition for recall must be dated and filed with the City Clerk and shall include a statement of the reason for the recall. Each page of a recall petition, before any signatures are signed to it, must be endorsed by the manual or facsimile signature of the City Clerk and the date of filing of Notice of Intent; the City Clerk shall provide this without charge. The recall petition must be submitted to the City Clerk with the requisite number of signatures, within one hundred and twenty (120) days of the date of filing the Notice of Intent.

The petition shall be signed by no less than twenty (20) percent of the number of registered voters in that Commissioner's district at the time the Commissioner was elected. If the petition seeks to recall the Mayor, the petition shall be signed by no less than twenty (20) percent of the number of registered voters residing in the City at the time the Mayor was elected. The special recall election of a Commissioner shall be held only in that Commissioner's district. The special recall election of a Mayor shall be citywide.

If a majority favors recall and this majority equals or exceeds the number of votes the Commissioner or the Mayor received when elected, the office shall be declared vacated, and the office shall be filled as are other vacancies. A Commissioner or Mayor who is recalled shall not be eligible for re-election until the term for which the Commissioner was originally elected has expired.

If a recall election results in a failure to secure the votes necessary to recall, the Commissioner or Mayor who is the subject of the election shall not again be subject to recall until after six (6) months from the date of the recall election.

(Amd. of 3-18-97; Amd. of 3-6-12; Amd. of 3-1-16)

ARTICLE XI. - THE CITY MANAGER

Section 1. - Qualifications; Appointment.

A City Manager shall be appointed, solely on the basis of his or her qualifications, for an indefinite term. His or her selection shall not be limited by reason of former residence. His or her salary shall be fixed by the Commission. The appointment or removal of a City Manager shall require the affirmative votes of no fewer than four (4) Commissioners or three (3) Commissioners and the Mayor.

(Amd. of 3-1-16)

Section 2. - Duties.

The City Manager is the chief executive officer of the City. He or she shall have a seat, but no vote, at every meeting of the Commission. The City Manager:

- (a) Shall enforce and carry out all ordinances, rules and regulations adopted by the Commission;
- (b) Shall employ and discharge employees of the City;
- (c) Shall prepare and submit an annual budget to the Commission;
- (d) Shall make recommendations to the Commission concerning the welfare of the City;
- (e) Or his or her designated agent, shall be the person for the purpose of civil process.

(Amd. 3-1-16)

ARTICLE XII. - THE CHARTER

Section 1. - Saving Clause.

All bylaws, ordinances and resolutions in force in the City before the adoption of this Charter shall remain in full force and effect until amended or repealed. All rights and property which were vested in the City shall remain so vested under this Charter. No existing contract or franchise and no existing right or liability and no pending litigation of any kind shall be affected by the adoption of this Charter.

Section 2. - Severance Clause.

The provisions of this Charter are severable, and if any provision or part thereof is held to be illegal or unconstitutional as applied to any person or situation, the remainder of this Charter or its applicability to other persons or situations shall not be affected.

Section 3. - Amendment or Repeal; Periodic Review.

- A. This Charter shall be amended or repealed in accordance with state law, except that any petition for amendment or repeal must be signed by qualified electors in a number no less than twenty (20) per cent of the average number of voters who voted at the previous four (4) regular City elections or no less than twenty (20) per cent of the number of voters who voted at the previous regular City election, or by five (5) per cent of the qualified electors of the municipality, whichever is greater.
- B. Every ten (10) years, the Commission shall appoint a committee to review the effectiveness of this Charter and make written recommendations to the City Commission within sixty (60) days of its appointment.

Section 4. - Effective Date.

This Charter shall become effective ten (10) days following the certification of the election of City officials required.

Section 5. - Reserved.

An amendment of March 7, 2000, amended the Charter by repealing former section 5 in its entirety. Former section 5 pertained to the transition of the city government, and was a part of the original Charter.

PASSED, APPROVED AND ADOPTED THIS 9th DAY OF March, 1983. *

CITY OF ALAMOGORDO, NEW MEXICO

a municipal corporation

By

/s/

HENRY P. PACELLI, MAYOR

ATTEST:

/s/

ANGIE J. RAHN, CITY CLERK

*Amended June 20, 1995; Amended March 18, 1997; Amended March 7, 2000; Amended March 6, 2012; Amended March 1, 2016.

ORDINANCE NO. 1586

AN ORDINANCE AMENDING ARTICLE IV, SECTION 1 AND ARTICLE VII, SECTION 3 OF THE CITY OF ALAMOGORDO CHARTER, PURSUANT TO THE LOCAL ELECTION ACT

WHEREAS, on July 1, 2018 the Local Election Act went into effect as Chapter 1, Article 22, NMSA 1978 establishing the Regular Local Election, a consolidated election day for non-partisan local government bodies, on the first Tuesday after the first Monday in November of each odd-numbered year; and

WHEREAS, the Local Election Act also established the Municipal Officer Election Day on the first Tuesday of even-numbered years; and

WHEREAS, the Local Election Act provides the option for each municipality to determine if its elective officers shall be elected on the Municipal Officer Election Day or at the Regular Local Election; and

WHEREAS, the City of Alamogordo has considered the issues relating to opting in, including uniformity of procedure and convenience for the voters; and

WHEREAS, the Local Elections Act allows the City Commission to opt in to the election of its officers in the Regular Local Election by ordinance;

WHEREAS, pursuant to Subsection B of Section 1-22-3.2 NMSA 1978 of the Local Elections Act, the City Commission may change its charter by ordinance to conform its election schedule with the requirements of Local Election Act;

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ALAMOGORDO ORDAINS AS FOLLOWS:

Section 1. Article IV, Section 1 of the City Charter is hereby amended as follows:

ARTICLE VI. - ELECTIONS

Section 1. - Regular City Elections.

A. Regular City elections to elect City officers, as required, shall be held on the first Tuesday ~~in March of even-numbered years~~ after the first Monday in November of odd-numbered years.

B. ~~Unless specifically inconsistent with this Charter,~~ New Mexico law governing the manner of conducting City elections shall govern elections in the City.

Section 3. VACANCIES

B. A vacancy in the commission, including the office of mayor, ~~occurring after completion of one-half of that commissioner's term,~~ shall be filled by appointment of the commission of a person qualified under Article V. ~~In all other cases a special election must be called to fill the vacancy.~~ The Commission must declare by resolution that a vacancy exists. The resolution declaring the vacancy must be adopted by the Commission within fifteen days of the vacancy. The Commission must appoint an eligible person by majority vote to fill the vacant office at the first regular meeting following the expiration of thirty days after the adoption of the resolution. If the Commission fails to make the appointment at that meeting, the Mayor must, within fifteen days, appoint an eligible person to fill the vacancy. The Commission may by ordinance establish the specific procedures for selecting an eligible person to fill a vacancy. The commissioner or mayor appointed or elected shall serve for the remainder of the unexpired term for which the commissioner or mayor who vacated the position was elected.

D. ~~Special elections shall be called at the next regular meeting after the occurrence of the vacancies, the date of special elections to be proclaimed in accordance with state law.~~

Section 2. Article VII, Section 3 of the City Charter is hereby amended as follows:

ARTICLE VII. - THE GOVERNING BODY

Section 3. - Term of Office.

The term of office for all commissioners, including the mayor, shall be four (4) years. Elections shall be on a staggered basis. ~~Two (2) commissioners shall be elected in 2014. The remaining four (4) commissioners shall be elected in 2016. Any incumbent whose four (4) year term would expire in 2014 shall stand for re-election. The term of office for all commissioners, including the mayor, shall begin upon certification of the election.~~ The terms of office for the current municipal office holders seated upon City's opt-in to the Regular Local Election is adjusted, so that:

(A) municipal officers elected or appointed to a term ending in 2020 shall serve until December 31, 2019, the new term of the position shall be elected at the regular local election in November 2019, and the new term shall commence January 1, 2020.

(B) municipal officers elected or appointed to a term ending in 2022 shall serve until December 31, 2021, the new term of the position shall be elected at the regular local election in November 2021, and the new term shall commence January 1, 2022

Section 3. EFFECTIVE DATE. This ordinance shall take effect upon its adoption and publication.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2019.

CITY OF ALAMOGORDO, NEW MEXICO

a New Mexico municipal corporation

By: _____

Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/19/2019

Report No: 7.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon, final publication of Ordinance 1588 for a map amendment to the official zoning map to change the zoning of 1516 New York Ave from R-3 Two Family Dwelling District to R-4 Multiple Family Dwelling District. (*City Planner Stella Rael*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approval of rezoning.

Background:

Consider, and act upon Ordinance 1588 for a map amendment to the official zoning map of the City of Alamogordo to rezone the property located at 1516 New York Ave. from R-3 Two Family Dwelling District to R-4 Multiple Family Dwelling District.



City of Alamogordo

City Commission



Z-2019-0001(A)

Stella Rael, City Planner
February 26, 2019

Zoning Request Case: Z-2019-0001(A)

Request:

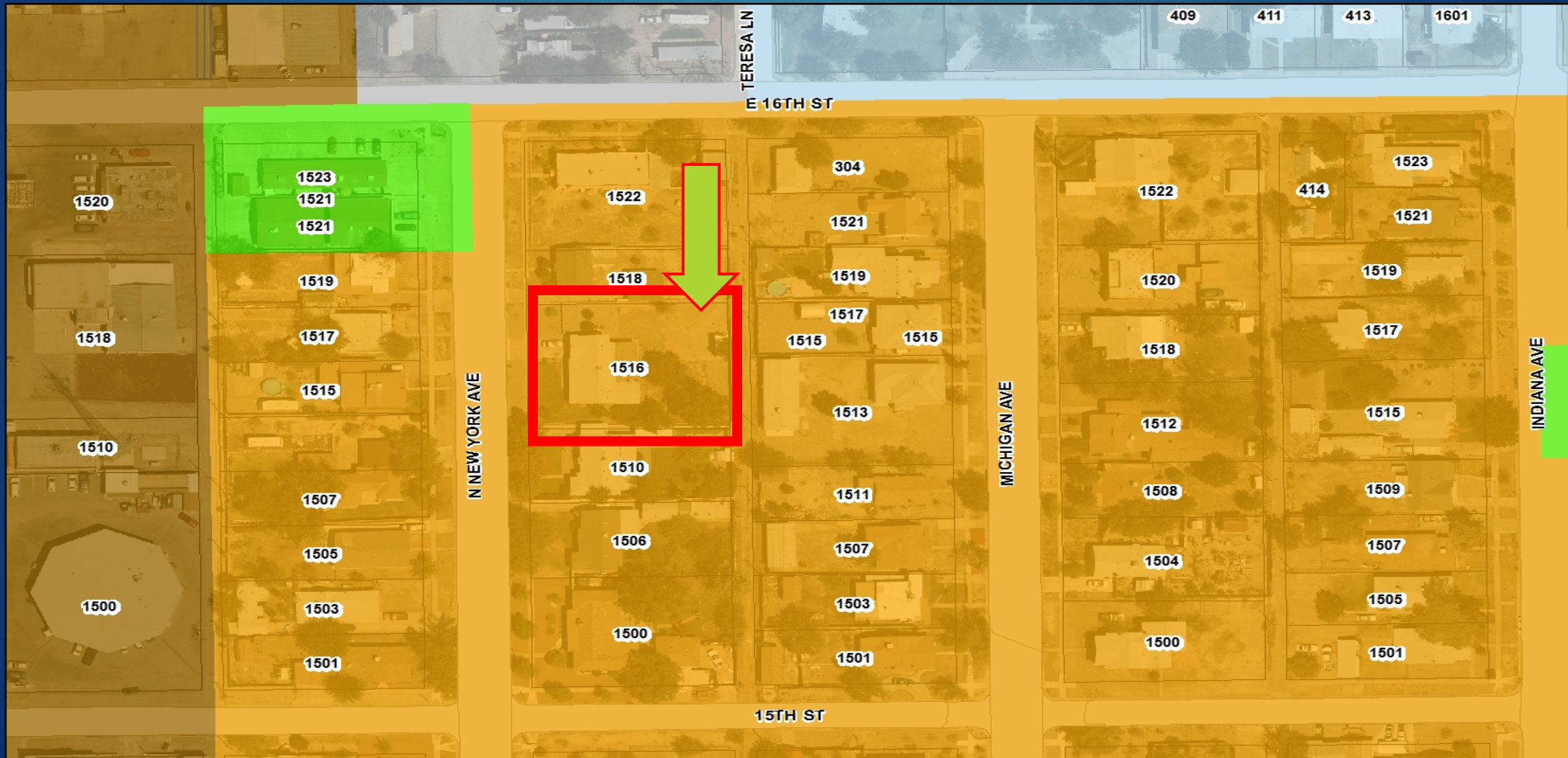
The applicant is requesting a map amendment to the official zoning map of the City of Alamogordo to rezone the property located at 1516 New York Ave. from R-3 Two-Family Dwelling District to R-4 Multiple Family Dwelling District

Applicant:

Adam M. & Mary E. Hendricks
1516 New York Ave.
Alamogordo, NM 88310

Z-2019-0001(A) SURROUNDING ZONING

3



Z-2019-0001(A)

AIRAL VIEW

4



Zoning Request Case: Z-2019-0001(A)

5

Findings of Fact

- ◆1. The property is located at 1516 New York Ave. within the Two-Family Dwelling District.
- ◆2. The request is for a map amendment to rezone the property from R-3 Two-Family Dwelling to R-4 Multiple Family Dwelling District.
- ◆3. The application was filed on January 8, 2019
- ◆4. The legal notice was published on January 13, 2019
- ◆5. Thirty(30) letters were mailed by certified/return receipt mail to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property for which the rezoning is sought.
- ◆6. The Alamogordo Planning & Zoning Commission considered this item on February 7, 2019 and recommended approval to the Alamogordo City Commission by a vote of 5-0-0
- ◆7. As of February 19, 2019 there has been one (1) letter returned undeliverable.

Zoning Request Case: Z-2019-0001(A)

6

Staff Recommends:

To accept the finding of facts as presented and approve Zone Request Case: Z-2019-0001(A).

ORDINANCE No. 1588

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS 1516 New York Ave., Alamo Blocks, Block 56, Lot 5 N 12'.5", Lot 6, Lot 7, ALAMOGORDO, OTERO COUNTY, NEW MEXICO FROM THE PRESENT DESIGNATION AND ZONING DISTRICT OF R-3 TWO FAMILY DWELLING DISTRICT TO R-4 MULTIPLE FAMILY DWELLING DISTRICT, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, (hereinafter referred to as "the Owner") is the owner of certain real property commonly known as 1516 New York Ave., Alamo Blocks, Block 56, Lot 5 N 12'.5", Lot 6, Lot 7, 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-2018-0005(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-3 Two 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:

1516 New York Ave., Alamo Blocks, Block 56, Lot 5 N 12'.5", Lot 6, Lot 7, ALAMOGORDO, OTERO COUNTY, NEW MEXICO

Is hereby changed from R-3, Two 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

Record of Decision
City of Alamogordo
A New Mexico Municipal Corporation

Case#: **Z-2019-0001(A)**

For the Subject Property as follows:

Commonly Known As: **1516 New York Ave.**

Uniform Property Code & Parcel Code **01N-4-055-093-136-425**

Legal Description: **1516 NEW YORK AVE., Alamo Blocks, Block 56, Lot 5 N 12'.5", Lot 6, Lot 7 Subdivision, ALAMOGORDO, OTERO COUNTY, NEW MEXICO**

The Alamogordo Planning & Zoning Commission considered this item on **February 7, 2019** and recommended the following action to the Alamogordo City Commission by a vote of **5-0-0**

Approve the rezoning of the property detailed above for Case # **Z-2019-0001(A)**.

.....
The Alamogordo City Commission issued the following decision on **February 26, 2019**, by a vote of _____

Approve as recommended for first publication Ordinance # 1588

.....
The Alamogordo City Commission issued the following decision on _____, by a vote of _____

Approve as recommended for final publication Ordinance # 1588

Attest:

CITY OF ALAMOGORDO, New Mexico,
A New Mexico Municipal Corporation

Rachel Hughs, City Clerk

Richard Boss, Mayor

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/22/2019

Report No: 8.

Submitted By: Brian Peete

Subject: Consider, and act upon, approval for the Alamogordo Police Department to apply for the State's Application for Law Enforcement Protection Funds. (*Brian Peete, Chief of Police*).

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: There are no matching funds required. APD would receive \$64,200 from the State based on the Law Enforcement Protection Fund Act.

Recommendation: Recommend approval.

Background: Under Chapter 29, Article 13 NMSA 1978, Law Enforcement agencies in the State are authorized to receive additional State funding pending on the size of the population served and the size of the police department (\$600 per certified officer).

The Alamogordo Police Department would receive a total of \$64,200: \$30,000 based on the population of it's jurisdiction and \$34,200 based on the number of number of sworn certified officers.

There are no matching funds required.

**APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR CLASS 2 MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2018 - JUNE 30, 2019 FISCAL YEAR**

I. **Municipality or County:** ALAMOGORDO, NEW MEXICO

II. **Computation of Proposed Distribution:**

A. Class 2 (Population per 2010 Census = 20,001 to 160,000) \$30,000

B. Total Number of Full-Time Certified Police Officers
or Sheriff Deputies (*) multiplied by \$600 (**):

57 X \$600 = 34,200

(*) Each officer or Deputy listed on Supplemental Schedule (page 2) must be certified by the New Mexico Police Academy pursuant to Section 29-7-8 NMSA or authorized as a New Mexico Peace Officer pursuant to Section 29-1-11 NMSA. Certification status of officers for whom the award is requested must be current on the March 31, 2018 DPS Registry or officers must be enrolled in the New Mexico Police Academy with an anticipated graduation date prior to or on July 1, 2018.

C. Total Requested Distribution** (A + B) 64,200

III. Amounts distributed from the Law Enforcement Protection Fund must be expended only for the purposes allowed by Section 29-13-7 NMSA 1978. Please itemize the proposed use of these funds below:

A.	Repair and purchase of law enforcement apparatus and equipment which meet minimum nationally recognized standards . (Please Note: regular maintenance on vehicles and police equipment; office furniture and supplies; or operating expenses are not allowable expenses) Rule 2 NMAC 110.3	\$ 25,000
B.	Expenses associated with advanced law enforcement planning and training.	\$ 39,200
C.	Complying with match or contribution requirements for the receipt of federal funds relating to criminal justice programs.	
D.	New Mexico Finance Authority Loan Intercept Agreement.	
E.	TOTAL REQUESTED EXPENDITURES**	\$64,200

**Total Requested Expenditures (Section III) must equal Total Requested Distribution (Section II).

IV. **CERTIFICATION:** Under penalty of law, we hereby certify that to the best of our knowledge and belief, the information contained in this application is correct, and that all expenditures of Law Enforcement Protection Fund monies will be made in accordance with Sections 29-13-7 and 29-13-9 NMSA 1978 as well as Rule 2 NMAC 110.3.

Mayor/Chairman

Police Chief or Sheriff

Date

(**) Per officer rate is based on current law as of 2/23/17.

Municipality/County: City of Alamogordo

Contact Name: Maria Herndon

Contact Title: Admin Manager

Contact Phone Number: 575-439-4300 Contact Email: mherndon@ci.alamogordo.nm.us

**APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2019 - JUNE 30, 2020 FISCAL YEAR
SUPPLEMENTAL SCHEDULE (1 of 3)**

Instructions: List the name, certificate number, and date of certification of all full-time police officers and sheriff deputies certified by the Department of Public Safety (DPS), New Mexico Police Academy pursuant to Section 29-7-8 NMSA 1978 or authorized to act as a New Mexico peace officer pursuant to Section 29-1-11 NMSA 1978. Please photocopy this form if additional space is needed.

Name of Full-Time Certified Police Officers and Sheriff Deputies			Certificate Number	Certification Date
1)	Alonzo	Emilio	12-0172-P	6/13/2012
2)	Arroyo	Yair	17-0054-P	5/18/2017
3)	Ashe	Charlene	04-0320-P	12/21/2004
4)	Autry	Kristin	17-0220-P	11/17/2017
5)	Bone	Jesse	18-0010-P	3/16/2018
6)	Brown	Ray	11-0145-P	6/9/2011
7)	Brown	Robert	15-0199-P (W)	8/14/2015
8)	Bunker	Chyenney	17-0057-P	5/18/2017
9)	Chavez	Diana	15-0114-P	6/12/2015
10)	Cory	Kathryn	18-0281-P	11/9/2018
11)	Denton	Richard	01-0042-P	4/26/2001
12)	Diaz	Zachariah	13-0028-P	03/1/2013
13)	Edwards	Austin	17-0061-P	05/17/2017
14)	Escalante	Agnieszka	18-0280-P	11/9/2018
15)	Esquero	Mark	98-0302-P	12/17/1998
16)	Ferguson	Anthony	12-0322-P	12/13/2012
17)	Garrett	David	03-0138-P	6/16/2003
18)	Glidden	Ryan	08-0280-P	11/26/2008

NOTE: Please use name that has been reported to The Department of Public Safety (DPS), e.g. if female officer has married/divorced and has changed last name and has not been reported to DPS.

Municipality/County: City of Alamogordo

Contact Person: Maria Herndon
Phone Number: 575-439-4300, ext. 154

**APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2019 - JUNE 30, 2020 FISCAL YEAR
SUPPLEMENTAL SCHEDULE (2 of 3)**

Instructions: List the name, certificate number, and date of certification of all full-time police officers and sheriff deputies certified by the New Mexico law Enforcement Academy pursuant to Section 29-7-8 NMSA 1978 or authorized to act as a New Mexico peace officer pursuant to Section 29-1-11 NMSA 1978. Please photocopy this form if additional space is needed.

Name of Full-Time Certified Police Officers and Sheriff Deputies			Certificate Number	Certificate Date
19)	Goepfert	John	16-0125-P	5/20/2016
20)	Guerrero	Denise	18-0320-P	11/30/2018
21)	Guinn	James	02-0072-P (W)	5/23/2002
22)	Heisinger	Michael	18-0290-P	11/30/2018
23)	Hernandez	J. Carlos	18-0080-P	5/15/2018
24)	Hughs	Chris	10-0094-P	6/8/2010
25)	Jackson	Jack	01-0080-P	5/25/2001
26)	Jarrett	Kerry	84-0256-P	11/15/1984
27)	Keelin	Tim	00-0356-P	12/29/2000
28)	Kunihiro	David	06-0193-P	11/29/2006
29)	Lawrence	Michael	00-0357-P	12/29/2000
30)	Lewandowski	William	14-0325-P	12/18/2014
31)	LoCoco	Chris	99-0311-P (W)	9/30/1999
32)	Martin	Mitchell	17-0257-P	11/17/2017
33)	McColley	David	06-0084-P	6/8/2006
34)	Mitchell	Amber	11-0224-P	9/23/2011
35)	Mitchell	Justin	13-0120-P	6/14/2013
36)	Narvaez	Daniel	13-0211-P	9/13/2013

NOTE: Please use name that has been reported to The Department of Public Safety (DPS), e.g. if female officer has married/divorced and has changed last name and has not been reported to DPS.

Municipality/County: City of AlamogordoContact Person: Maria HerndonPhone Number: 575-439-4300, ext. 154

**APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2019 - JUNE 30, 2020 FISCAL YEAR
SUPPLEMENTAL SCHEDULE (3 of 3)**

Instructions: List the name, certificate number, and date of certification of all full-time police officers and sheriff deputies certified by the New Mexico law Enforcement Academy pursuant to Section 29-7-8 NMSA 1978 or authorized to act as a New Mexico peace officer pursuant to Section 29-1-11 NMSA 1978. Please photocopy this form if additional space is needed.

Name of Full-Time Certified Police Officers and Sheriff Deputies			Certificate Number	Certificate Date
37)	Paradis	Joseph	02-0188-P	8/22/2002
38)	Peete	Brian	19-0003-P	3/15/2019
39)	Paradis	Joseph	02-0188-P	8/22/2002
40)	Puente	Mauricio	14-0036-P	1/24/2014
41)	Rincon	Richard	15-0311-P	11/25/2015
42)	Rodriguez	Juan	16-0299-P	11/16/2016
43)	Sanchez	Marcie	11-0062-P	2/2/2011
44)	Scharmack	Rodney	07-0264-P	12/14/2007
45)	Schoolcraft	Roger	06-0087-P	6/8/2006
46)	Silva	Eric	15-0349-P	12/4/2015
47)	Soto	Edgar	17-0151-P	6/2/2017
48)	Tarin- Vasquez	America	19-0002-P	3/15/2019
49)	Villarreal	Phillip	16-0229-P	8/19/2016
50)	Wakefield	Richard	06-0242-P	12/15/2006
51)	Wallenstein	Christoph	18-0115-P	05/15/2018
52)	Watts	James	08-0303-P	11/26/2008
53)	Welch	Christopher	16-0124-P	5/23/2016
54)	Welles	Robert	13-0335-P	10/31/2013
55)	Winrow	Scott	02-0211-P	9/4/2002
56)	Woods	Warren	94-0135-P (W)	5/9/1994
57)	Woods	Preston		Pending (graduation in May 2019)

NOTE: Please use name that has been reported to The Department of Public Safety (DPS), e.g. if female officer has married/divorced and has changed last name and has not been reported to DPS.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/19/2019

Report No: 9.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, request of water bill refund in the amount of \$624.90 for property located at 918 10th Street and changing water billing consumption averaging usage. (*Rogger Simmons, Property Owner*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide staff direction.

Background: Mr. Simmons is requesting a refund of \$624.90 for his property located at 918 10th Street. He also requests the City change the water billing consumption averaging usage rules that are in place.



RECEIVED
FEB 25 2019
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 2/25/19

Request Date
of Meeting:

MARCH 12th 2019

Name:

ROGER SIMMONS

Address:

918 10th ST

ALAMOGORDO ZIP 88310

Phone Number:

575 430 3424

E-Mail Address:

ROGER.SIMMONS@GMAIL.COM

Item requested will be for: (Please check one)

☐ Information only

☐ Presentation

Brief description of topic to be discussed:

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

We do not allow handouts at the meeting

WATER BILLING CONSUMPTION USAGE
AVERAGING, REQUEST REFUND + CHANGE
OF BILLING

Signature: Roger Simmons

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

1376 E. Ninth Street
Alamogordo, New Mexico 88310
(575) 439-4260



#1 A

Bills are due fifteen (15) days from the billing date and are considered delinquent (10) days from the due date. A late fee of \$10.00 will appear on your next bill.

Billing Date	Due Date	ENTER AMOUNT PAID
07/19/2017	08/03/2017	

*****AUTO**SCH 5-DIGIT 88310

1692

01234567891011121314151617181920212223242526272829303132333435363738394041424344454647484950515253545556575859606162636465666768697071727374757677787980818283848586878889909192939495969798991001011021031041051061071081091101111121131141151161171181191201211221231241251261271281291301311321331341351361371381391401411421431441451461471481491501511521531541551561571581591601611621631641651661671681691701711721731741751761771781791801811821831841851861871881891901911921931941951961971981992002012022032042052062072082092102112122132142152162172182192202212222232242252262272282292302312322332342352362372382392402412422432442452462472482492502512522532542552562572582592602612622632642652662672682692702712722732742752762772782792802812822832842852862872882892902912922932942952962972982993003013023033043053063073083093103113123133143153163173183193203213223233243253263273283293303313323333343353363373383393403413423433443453463473483493503513523533543553563573583593603613623633643653663673683693703713723733743753763773783793803813823833843853863873883893903913923933943953963973983994004014024034044054064074084094104114124134144154164174184194204214224234244254264274284294304314324334344354364374384394404414424434444454464474484494504514524534544554564574584594604614624634644654664674684694704714724734744754764774784794804814824834844854864874884894904914924934944954964974984995005015025035045055065075085095105115125135145155165175185195205215225235245255265275285295305315325335345355365375385395405415425435445455465475485495505515525535545555565575585595605615625635645655665675685695705715725735745755765775785795805815825835845855865875885895905915925935945955965975985996006016026036046056066076086096106116126136146156166176186196206216226236246256266276286296306316326336346356366376386396406416426436446456466476486496506516526536546556566576586596606616626636646656666676686696706716726736746756766776786796806816826836846856866876886896906916926936946956966976986997007017027037047057067077087097107117127137147157167177187197207217227237247257267277287297307317327337347357367377387397407417427437447457467477487497507517527537547557567577587597607617627637647657667677687697707717727737747757767777787797807817827837847857867877887897907917927937947957967977987998008018028038048058068078088098108118128138148158168178188198208218228238248258268278288298308318328338348358368378388398408418428438448458468478488498508518528538548558568578588598608618628638648658668678688698708718728738748758768778788798808818828838848858868878888898908918928938948958968978988999009019029039049059069079089099109119129139149159169179189199209219229239249259269279289299309319329339349359369379389399409419429439449459469479489499509519529539549559569579589599609619629639649659669679689699709719729739749759769779789799809819829839849859869879889899909919929939949959969979989991000100110021003100410051006100710081009101010111012101310141015101610171018101910201021102210231024102510261027102810291030103110321033103410351036103710381039104010411042104310441045104610471048104910501051105210531054105510561057105810591060106110621063106410651066106710681069107010711072107310741075107610771078107910801081108210831084108510861087108810891090109110921093109410951096109710981099110011011102110311041105110611071108110911101111111211131114111511161117111811191120112111221123112411251126112711281129113011311132113311341135113611371138113911401141114211431144114511461147114811491150115111521153115411551156115711581159116011611162116311641165116611671168116911701171117211731174117511761177117811791180118111821183118411851186118711881189119011911192119311941195119611971198119912001201120212031204120512061207120812091210121112121213121412151216121712181219122012211222122312241225122612271228122912301231123212331234123512361237123812391240124112421243124412451246124712481249125012511252125312541255125612571258125912601261126212631264126512661267126812691270127112721273127412751276127712781279128012811282128312841285128612871288128912901291129212931294129512961297129812991300

ERA SIMMONS

918 10TH ST

ALAMOGORDO NM 88310-6424

ACCOUNT NUMBER **47469-18604**

PREVIOUS BALANCE 50.61CR

CURRENT CHARGES	185.58
------------------------	---------------

TOTAL AMOUNT NOW DUE 134.97

00004746900001860400000013497

Please write your account number on your check, detach here and return this portion with your payment.

[illegible]

Alamogordo Outdoor Watering Schedule Effective May 1 through November 1

By Ordinance, the outdoor watering schedule each year is:

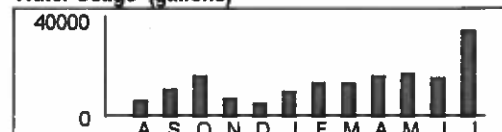
**Odd numbered addresses (street number ends in 1, 3, 5, 7, 9)
May only water on: Sunday, Wednesday & Friday**

**Even numbered addresses (street number ends in 0, 2, 4, 6, 8)
May only water on: Tuesday, Thursday & Saturday**

All outdoor watering must take place BEFORE 9 am or AFTER 6 pm

Outdoor watering is not permitted on Mondays.

Water Usage (gallons)



CONVENIENCE CENTER HOURS

Mon - Thurs 8AM to 4PM

Fri - Sun 8AM to 5PM

The Convenience Center does not accept hazardous material such as liquid paint. An easy way to dispose of paint is to allow it to dry before taking it to the Convenience Center. Customers can add cat litter to the paint can to speed the drying process.

**City of Alamogordo
Utility Billing Division**

1376 E. Ninth Street
Alamogordo, New Mexico 88310
(575) 439-4260



#1B

1688

Bills are due fifteen (15) days from the billing date and are considered delinquent (10) days from the due date. A late fee of \$10.00 will appear on your next bill.

Billing Date	Due Date	ENTER AMOUNT PAID
08/23/2017	09/07/2017	

*****AUTO**SCH 5-DIGIT 88310



ERA SIMMONS
918 10TH ST
ALAMOGORDO NM 88310-6424

ACCOUNT NUMBER 47469-18604

PREVIOUS BALANCE 465.03CR

CURRENT CHARGES 175.36

TOTAL AMOUNT NOW DUE 289.67CR

000047469000018604000000000000

Please write your account number on your check, detach here and return this portion with your payment.

Customer Name		Service Address		Meter Size	Account Number	Due Date	Last Payment		
							Date	Amount	
ERA SIMMONS		2299 TWENTY-FOURTH ST		100	47469-18604	09/07/2017	08/07/2017	600.00	
BILLING DATE	08/23/2017	SERVICE PROVIDED FROM	07/11/2017	TO	08/11/2017	DAYS THIS BILLING	31	CYCLE ROUTE	10-10
DESCRIPTION		PREVIOUS READING	PRESENT READING	CLS	USAGE		CHARGES	SUBTOTAL	
					Cubic feet	Gallons			
WA BASE RATE		34293	37854	M			41.70		
WA Total Consumption					3561	26638			
WA CAPITAL SURCHARGE 81					0	0	1.00		
WA TIER 1					3561	26638	51.63		
WA Service Total								94.33	
SW BASE RATE					0	0	18.15		
SW CONSUMPTION CHARGES					799	5977	9.19		
SW Service Total								28.34	
GR GARBAGE - 0 units							44.34	44.34	
GOV GROSS RECPTS TAX							8.35	8.35	

Alamogordo Outdoor Watering Schedule
Effective May 1 through November 1

By Ordinance, the outdoor watering schedule each year is:

Odd numbered addresses (street number ends in 1, 3, 5, 7, 9)
May only water on: Sunday, Wednesday & Friday

Even numbered addresses (street number ends in 0, 2, 4, 6, 8)
May only water on: Tuesday, Thursday & Saturday

All outdoor watering must take place BEFORE 9 am or AFTER 6 pm

Outdoor watering is not permitted on Mondays.

Water Usage (gallons)



CONVENIENCE CENTER HOURS

Mon - Thurs 8AM to 4PM
Fri - Sun 8AM to 5PM

The Convenience Center does not accept hazardous material such as liquid paint. An easy way to dispose of paint is to allow it to dry before taking it to the Convenience Center. Customers can add cat litter to the paint can to speed the drying process.



City of Alamogordo Utility Billing Division

1376 E. Ninth Street
Alamogordo, New Mexico 88310
(575) 439-4260
ci.alamogordo.nm.us

#2A

Billing Date	Due Date	ENTER AMOUNT PAID
10/25/2017	11/09/2017	

ACCOUNT NUMBER 47469-18604
PREVIOUS BALANCE 898.73CR
CURRENT CHARGES 193.28
TOTAL AMOUNT NOW DUE 705.45CR

Bills are due fifteen (15) days from the billing date and are considered delinquent (10) days from the due date. A late fee of \$10.00 will appear on your next bill.

*****AUTO**SCH 5-DIGIT 88310

ERA SIMMONS
918 10TH ST
ALAMOGORDO NM 88310-6424

000047469000018604000000000000

Please write your account number on your check, detach here and return this portion with your payment.

Customer Name		Service Address		Meter Size	Account Number	Due Date	Last Payment	
							Date	Amount
ERA SIMMONS		2299 TWENTY-FOURTH ST		100	47469-18604	11/09/2017	10/02/2017	800.00
BILLING DATE	10/25/2017	SERVICE PROVIDED FROM	09/11/2017	TO	10/11/2017	DAYS THIS BILLING	30	CYCLE ROUTE
								10-10
DESCRIPTION		PREVIOUS READING	PRESENT READING	CLS	USAGE		CHARGES	SUBTOTAL
					Cubic feet	Gallons		
WA BASE RATE		42406	47053	M			41.70	
WA Total Consumption					4647	34762		
WA CAPITAL SURCHARGE 81					0	0	1.00	
WA TIER 1					4500	33662	65.25	
WA TIER 2					147	1100	3.45	
WA Service Total								111.40
SW BASE RATE					0	0	19.15	
SW CONSUMPTION CHARGES					799	5977	9.19	
SW Service Total								28.34
GR GARBAGE - 0 units							44.34	44.34
GOV GROSS RECPTS TAX							9.20	9.20

Alamogordo Outdoor Watering Schedule
Effective May 1 through November 1

By Ordinance, the outdoor watering schedule each year is:

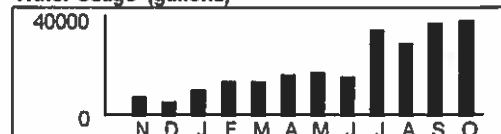
Odd numbered addresses (street number ends in 1, 3, 5, 7, 9)
May only water on: Sunday, Wednesday & Friday

Even numbered addresses (street number ends in 0, 2, 4, 6, 8)
May only water on: Tuesday, Thursday & Saturday

All outdoor watering must take place BEFORE 9 am or AFTER 6 pm

Outdoor watering is not permitted on Mondays.

Water Usage (gallons)



Alamogordo Collection Center Hours

Sunday through Saturday 8:00 a.m. - 5:00 p.m.

Closed on all City recognized holidays

For a list of items accepted visit their web page at

<http://ci.alamogordo.nm.us/coa/publicworks/convenience.htm>
or call (575) 439-4109.

1376 E. Ninth Street
Alamogordo, New Mexico 88310
(575) 439-4260
ci.alamogordo.nm.us

#2 B

Billing Date	Due Date	ENTER AMOUNT PAID
12/20/2017	01/04/2018	

*****AUTO**SCH 5-DIGIT 88310

•••••

ERA SIMMONS

918 10TH ST

ALAMOGORDO NM 88310-6424

ACCOUNT NUMBER **47469-18604**

PREVIOUS BALANCE	500.62CR
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CURRENT CHARGES	266.21
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TOTAL AMOUNT NOW DUE 234.41CR

Bills are due fifteen (15) days from the billing date and are considered delinquent (10) days from the due date. A late fee of \$10.00 will appear on your next bill.

000047469000018604000000000000

Please write your account number on your check, detach here and return this portion with your payment.

[illegible]

Alamogordo Outdoor Watering Schedule Effective May 1 through November 1

By Ordinance, the outdoor watering schedule each year is:

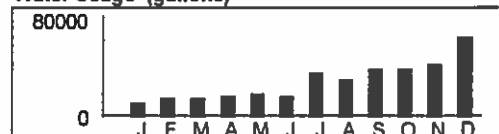
**Odd numbered addresses (street number ends in 1, 3, 5, 7, 9)
May only water on: Sunday, Wednesday & Friday**

Even numbered addresses (street number ends in 0, 2, 4, 6, 8)
May only water on: Tuesday, Thursday & Saturday

All outdoor watering must take place BEFORE 9 am or AFTER 6 pm

Outdoor watering is not permitted on Mondays.

Water Usage (gallons)



Alamogordo Collection Center Hours

Sunday through Saturday 8:00 a.m. – 5:00 p.m.

Closed on all City recognized holidays

For a list of items accepted visit their web page at

**<http://ci.alamogordo.nm.us/coa/publicworks/convenience.htm>
or call (575) 439-4109 .**



**City of Alamogordo
Utility Billing Division**

1376 E. Ninth Street
Alamogordo, New Mexico 88310
(575) 439-4260
ci.alamogordo.nm.us

#2C

Billing Date	Due Date	ENTER AMOUNT PAID
01/24/2018	02/08/2018	

ACCOUNT NUMBER 47469-18604

PREVIOUS BALANCE 234.41CR

CURRENT CHARGES 233.42

TOTAL AMOUNT NOW DUE 0.99CR

Bills are due fifteen (15) days from the billing date and are considered delinquent (10) days from the due date. A late fee of \$10.00 will appear on your next bill.

*****AUTO**SCH 5-DIGIT 88310

ERA SIMMONS
918 10TH ST
ALAMOGORDO NM 88310-6424

000047469000018604000000000000

Please write your account number on your check, detach here and return this portion with your payment.

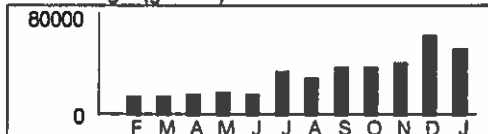
Customer Name		Service Address		Meter Size	Account Number	Due Date	Last Payment	
							Date	Amount
ERA SIMMONS		2299 TWENTY-FOURTH ST		100	47469-18604	02/08/2018	10/02/2017	800.00
BILLING DATE 01/24/2018		SERVICE PROVIDED FROM 12/11/2017 TO 01/11/2018		DAYS THIS BILLING 31		CYCLE ROUTE 10-10		
DESCRIPTION		PREVIOUS READING	PRESENT READING	CLS	USAGE		CHARGES	SUBTOTAL
					Cubic feet	Gallons		
WA BASE RATE		59770	66019	M			41.70	
WA Total Consumption					6249	46746		
WA CAPITAL SURCHARGE 81					0	0	1.00	
WA TIER 1					4500	33662	65.25	
WA TIER 2					1749	13083	41.10	
WA Service Total								149.05
SW BASE RATE					0	0	18.15	
SW CONSUMPTION CHARGES					799	5977	9.19	
SW Service Total								28.34
GR GARBAGE - 0 units							44.91	44.91
GOV GROSS RECPTS TAX							11.12	11.12
Total Current Charges								233.42
Past Due Amount (Previous Balance)								234.41CR
Total Amount Due								0.99CR

Notice: Effective January 1, 2018 residential garbage collection rates have increased. The residential curb/alley collection rate is now \$14.97 month, and in-ground collection rate is now \$26.13 month.

On December 19, 2017 the City Commission approved Ordinance No. 1544 amending and adding a section to Chapter 28, Water, Sewers and Sewage Disposal, of the Alamogordo Municipal Code. For more information please visit our website at:

http://ci.alamogordo.nm.us/coa/Finance_Accounting/utility_billing_customer_service.htm

Water Usage (gallons)



Alamogordo Collection Center Hours

Sunday through Saturday 8:00 a.m. – 5:00 p.m.

Closed on all City recognized holidays

For a list of items accepted visit their web page at

<http://ci.alamogordo.nm.us/coa/publicworks/convenience.htm>
or call (575) 439-4109.



**City of Alamogordo
Utility Billing Division**

1376 E. Ninth Street
Alamogordo, New Mexico 88310
(575) 439-4260
ci.alamogordo.nm.us

#3 A

Billing Date	Due Date	ENTER AMOUNT PAID
04/18/2018	05/03/2018	

*****AUTO**SCH 5-DIGIT 88310

1703

ERA SIMMONS
918 10TH ST
ALAMOGORDO NM 88310-6424

ACCOUNT NUMBER 47469-18604

PREVIOUS BALANCE 257.41CR

CURRENT CHARGES 207.11

TOTAL AMOUNT NOW DUE 50.30CR

Bills are due fifteen (15) days from the billing date and are considered delinquent (10) days from the due date. A late fee of \$10.00 will appear on your next bill.

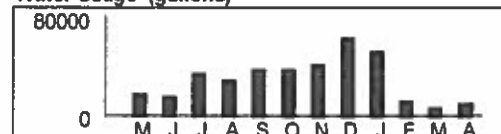
000047469000018604000000000000

Please write your account number on your check, detach here and return this portion with your payment.

Customer Name		Service Address	Meter Size	Account Number	Due Date	Last Payment		
						Date	Amount	
ERA SIMMONS		2299 TWENTY-FOURTH ST	100	47469-18604	05/03/2018	02/28/2018	600.00	
BILLING DATE	04/18/2018	SERVICE PROVIDED FROM	03/11/2018	TO	04/11/2018	DAYS THIS BILLING	31	
						CYCLE ROUTE	10-10	
DESCRIPTION		PREVIOUS READING	PRESENT READING	CLS	USAGE		CHARGES	SUBTOTAL
					Cubic feet	Gallons		
WA BASE RATE		68283	69580	M			41.70	
WA Total Consumption					1297	9702		
WA CAPITAL SURCHARGE 81					0	0	1.00	
WA TIER 1					1297	9702	18.81	
WA Service Total								61.51
SW BASE RATE					0	0	19.15	
SW CONSUMPTION CHARGES					6233	46626	71.68	
SW Service Total								90.83
GR GARBAGE - 0 units							44.91	44.91
GOV GROSS RECPTS TAX							9.86	9.86

Effective this billing cycle the residential sewer consumption usage has been adjusted to the new winter quarter average

Water Usage (gallons)



Alamogordo Collection Center Hours

Sunday through Saturday 8:00 a.m. – 5:00 p.m.

Closed on all City recognized holidays

For a list of items accepted visit their web page at

<http://ci.alamogordo.nm.us/coa/publicworks/convenience.htm>

or call (575) 439-4109 .



**City of Alamogordo
Utility Billing Division**

1376 E. Ninth Street
Alamogordo, New Mexico 88310
(575) 439-4260
ci.alamogordo.nm.us

#3B

Billing Date	Due Date	ENTER AMOUNT PAID
03/21/2018	04/05/2018	

ACCOUNT NUMBER 47469-18604
PREVIOUS BALANCE 456.25CR
CURRENT CHARGES 198.84
TOTAL AMOUNT NOW DUE 257.41CR

*****AUTO**SCH 5-DIGIT 88310
ERA SIMMONS
918 10TH ST
ALAMOGORDO NM 88310-6424

Bills are due fifteen (15) days from the billing date and are considered delinquent (10) days from the due date. A late fee of \$10.00 will appear on your next bill.

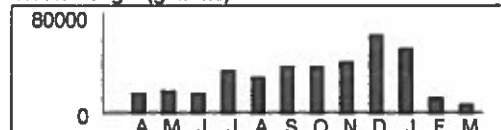
000047469000018604000000000000

Please write your account number on your check, detach here and return this portion with your payment.

Customer Name		Service Address		Meter Size	Account Number	Due Date	Last Payment		
							Date	Amount	
ERA SIMMONS		2299 TWENTY-FOURTH ST		100	47469-18604	04/05/2018	02/28/2018	600.00	
BILLING DATE	03/21/2018	SERVICE PROVIDED FROM	02/11/2018	TO	03/11/2018	DAYS THIS BILLING	28	CYCLE ROUTE	10-10
DESCRIPTION		PREVIOUS READING	PRESENT READING	CLS	USAGE		CHARGES	SUBTOTAL	
					Cubic feet	Gallons			
WA BASE RATE		67529	68283	M			41.70		
WA Total Consumption					754	5640			
WA CAPITAL SURCHARGE 81					0	0	1.00		
WA TIER 1					754	5640	10.93		
WA Service Total								53.63	
SW BASE RATE					0	0	10.15		
SW CONSUMPTION CHARGES					6233	46626	71.68		
SW Service Total								90.83	
GR GARBAGE - 0 units							44.91	44.91	
GOV GROSS RECPTS TAX							9.47	9.47	

Effective this billing cycle the residential sewer consumption usage has been adjusted to the new winter quarter average

Water Usage (gallons)



Alamogordo Collection Center Hours
Sunday through Saturday 8:00 a.m. – 5:00 p.m.
Closed on all City recognized holidays

For a list of items accepted visit their web page at
<http://ci.alamogordo.nm.us/coa/publicworks/convenience.htm>
or call (575) 439-4109.



**City of Alamogordo
Utility Billing Division**

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Alamogordo, New Mexico 88310
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ci.alamogordo.nm.us

3 C

Billing Date	Due Date	ENTER AMOUNT PAID
05/23/2018	06/07/2018	

ACCOUNT NUMBER 47469-18604

PREVIOUS BALANCE 850.30CR

CURRENT CHARGES 217.94

TOTAL AMOUNT NOW DUE 632.36CR

Bills are due fifteen (15) days from the billing date and are considered delinquent (10) days from the due date. A late fee of \$10.00 will appear on your next bill.

*****AUTO**SCH 5-DIGIT 88310



ERA SIMMONS
918 10TH ST
ALAMOGORDO NM 88310-6424

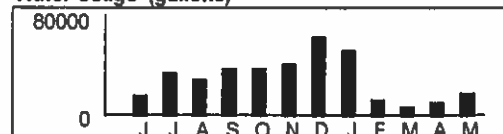
000047469000018604000000000000

Please write your account number on your check, detach here and return this portion with your payment.

Customer Name		Service Address		Meter Size	Account Number	Due Date	Last Payment		
							Date	Amount	
ERA SIMMONS		2299 TWENTY-FOURTH ST		100	47469-18604	06/07/2018	04/30/2018	800.00	
BILLING DATE	05/23/2018	SERVICE PROVIDED FROM	04/11/2018	TO	05/11/2018	DAYS THIS BILLING	30	CYCLE ROUTE	10-10
DESCRIPTION		PREVIOUS READING	PRESENT READING	CLS	USAGE		CHARGES	SUBTOTAL	
					Cubic feet	Gallons			
WA BASE RATE		69580	71588	M			41.70		
WA Total Consumption					2008	15021			
WA CAPITAL SURCHARGE 81					0	0	1.00		
WA TIER 1					2008	15021	29.12		
WA Service Total								71.82	
SW BASE RATE					0	0	19.15		
SW CONSUMPTION CHARGES					6233	46626	71.68		
SW Service Total								90.83	
GR GARBAGE - 0 units							44.91	44.91	
GOV GROSS RECPTS TAX							10.38	10.38	

Effective this billing cycle the residential sewer consumption usage has been adjusted to the new winter quarter average

Water Usage (gallons)



Alamogordo Collection Center Hours

Sunday through Saturday 8:00 a.m. – 5:00 p.m.

Closed on all City recognized holidays

For a list of items accepted visit their web page at

<http://ci.alamogordo.nm.us/coa/publicworks/convenience.htm>

or call (575) 439-4109.

1376 E. Ninth Street
Alamogordo, New Mexico 88310
(575) 439-4260
ci.alamogordo.nm.us

#3 D

Billing Date	Due Date	ENTER AMOUNT PAID
02/21/2019	03/08/2019	

*****AUTO**SCH 5-DIGIT 88310

1743

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

ERA SIMMONS

918 10TH ST

ALAMOGORDO NM 88310-6424

ACCOUNT NUMBER 47469-18604

PREVIOUS BALANCE	428.25CR
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CURRENT CHARGES	200.45
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TOTAL AMOUNT NOW DUE 227.80CR

Bills are due fifteen (15) days from the billing date and are considered delinquent (10) days from the due date. A late fee of \$10.00 will appear on your next bill.

000047469000018604000000000000

Please write your account number on your check, detach here and return this portion with your payment.

Customer Name		Service Address	Meter Size	Account Number	Due Date	Last Payment		
						Date	Amount	
ERA SIMMONS		2299 TWENTY-FOURTH ST	100	47469-18604	03/08/2019	12/31/2018	500.00	
BILLING DATE	02/21/2019	SERVICE PROVIDED FROM	01/11/2019	TO	02/11/2019	DAYS THIS BILLING	31	
						CYCLE ROUTE	10-10	
DESCRIPTION		PREVIOUS READING	PRESENT READING	CLS	USAGE		CHARGES	SUBTOTAL
					Cubic feet	Gallons		
WA BASE RATE		91446	92260	M			41.70	
WA Total Consumption					814	6089		
WA CAPITAL SURCHARGE 81					0	0	1.00	
WA TIER 1					814	6089	11.80	
WA Service Total								54.50
SW BASE RATE					0	0	19.15	
SW CONSUMPTION CHARGES					6233	46626	71.68	
SW Service Total								90.83
GR GARBAGE							45.57	45.57
GOV GROSS REPTS TAX							9.55	9.55

Solid Waste Collection Rates

Effective January 1, 2019 the monthly charge for residential solid waste collection will increase from \$14.97 to \$15.19 for curb side & alley pick-up, and from \$26.13 to \$26.59 for in-ground containers.

Water Usage (gallons)

Alamogordo Collection Center Hours

Sunday through Saturday 8:00 a.m. – 5:00 p.m.

Closed on all City recognized holidays

For a list of items accepted visit their web page at

<http://ci.alamogordo.nm.us/coa/publicworks/convenience.htm>
or call (575) 439-4109.



**City of Alamogordo
Utility Billing Division**

1376 E. Ninth Street
Alamogordo, New Mexico 88310
(575) 439-4260
ci.alamogordo.nm.us

#4

Billing Date	Due Date	ENTER AMOUNT PAID
01/24/2019	02/08/2019	

*****AUTO**SCH 5-DIGIT 88310

1739

ERA SIMMONS
918 10TH ST
ALAMOGORDO NM 88310-6424

ACCOUNT NUMBER 47469-18604

PREVIOUS BALANCE 631.67CR

CURRENT CHARGES 203.42

TOTAL AMOUNT NOW DUE 428.25CR

Bills are due fifteen (15) days from the billing date and are considered delinquent (10) days from the due date. A late fee of \$10.00 will appear on your next bill.

000047469000018604000000000000

Please write your account number on your check, detach here and return this portion with your payment.

Customer Name		Service Address		Meter Size	Account Number	Due Date	Last Payment	
							Date	Amount
ERA SIMMONS		2299 TWENTY-FOURTH ST		100	47469-18604	02/08/2019	12/31/2018	500.00
BILLING DATE	01/24/2019	SERVICE PROVIDED FROM	12/11/2018	TO	01/11/2019	DAYS THIS BILLING	31	CYCLE ROUTE 10-10
DESCRIPTION		PREVIOUS READING	PRESENT READING	CLS	USAGE		CHARGES	SUBTOTAL
					Cubic feet	Gallons		
WA BASE RATE		90437	91446	M	1009	7548	41.70	
WA Total Consumption					0	0	1.00	
WA CAPITAL SURCHARGE 81					1009	7548	14.68	
WA TIER 1								
WA Service Total								57.39
SW BASE RATE					0	0	19.15	
SW CONSUMPTION CHARGES					6233	46626	71.68	
SW Service Total								90.83
GR GARBAGE							45.57	45.57
GOV GROSS RECPTS TAX							9.69	9.69
Total Current Charges								203.42
Past Due Amount (Previous Balance)								631.67CR
Total Amount Due								428.25CR

Solid Waste Collection Rates

Effective January 1, 2019 the monthly charge for residential solid waste collection will increase from \$14.97 to \$15.19 for curb side & alley pick-up, and from \$26.13 to \$26.59 for in-ground containers.

Water Usage (gallons)

0

0

Alamogordo Collection Center Hours

Sunday through Saturday 8:00 a.m. – 5:00 p.m.

Closed on all City recognized holidays

For a list of items accepted visit their web page at

<http://ci.alamogordo.nm.us/coa/publicworks/convenience.htm>

or call (575) 439-4109 .

**Ledbetter Quality Plumbing & Drain Cleaning
LLC**

5

Invoice

PO Box 965 Alamogordo NM 88311
575-495-8338
rlqualityplumbing@gmail.com

Date	Invoice #
1/2/2018	11489

Bill To ERA Simmons Real Estate 918 10th Street Alamogordo NM 88310 Attn: Caroline

PAID
01/10/2018

Ship To 2299 24th Street A - C Alamogordo NM 88310

Terms
Net 30

Item	Quantity	Description	Rate	Amount
		High water bill.		
		A - Tub valve leaking/lav faucet leaking. Repaired tub valve, replaced faucet.		
		B - Ok. No leaks		
		C - Ok. No leaks		
Materials	1	Delta S/H repair kit	24.61	24.61T
Materials	1	S/H Lav faucet	69.99	69.99T
Materials	6	Ft Insulation	0.75	4.50T
Materials	1	Delta lever (tub handle)	23.16	23.16T
Labor	2	Labor	58.00	116.00T
			Subtotal	\$238.26
			Sales Tax (8.0%)	\$19.06
			Balance Due	\$257.32
			Payments/Credits	-\$257.32
			Total	\$0.00

Thank you for your business!

UT470107

CITY OF ALAMOGORDO, NEW MEXICO
Account History - Consumption and Actual Charges2/25/19
16:05:16

Customer ID: 47469 Name: ERA SIMMONS
 Location ID: 18604 Addr: 2299 TWENTY-FOURTH ST
 Cycle/route : 10 10 Bill type : CYCLE BILL
 Bill date : 12/20/17 Prev balance: 500.62- Charges : 266.21
 Due date : 1/04/18 Adj/Pmts : .00 Bill amt: 234.41-
 Type options, press Enter.

5=Display

Opt	Svc	Reading	Actual	Demand	Days	Meter Number	Est Cmt
Type	Type	Date	Consumption	Consumption			Cd Cd
-	WA	REG	12/11/17	7602.00	.00	30	00567925

Opt	Svc	Comp	Description	Billed Consumption	Amount	Rate Group	S/W
-	GT		GOV GROSS RECPTS TAX	.00	12.68	AL/I/MF	
-	GR		GARBAGE	.00	44.34	AL/I/MF	
-	SW	BASE	BASE RATE	.00	19.15	AL/I/MF	
-	SW	CONS	CONSUMPTION CHARGES	799.00	9.19	AL/I/MF	
-	WA	BASE	BASE RATE	.00	41.70	AL/I/MF	
-	WA	CON1	TIER 1	4500.00	65.25	AL/I/MF	+

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

DEC
VAN

12 MONTHS # 860.16
 2 months at # 143.36
 \$71.65
 # 716.80 REFUND REQUESTED
 91.90
 10 MONTHS
 at 9.19 # 624.90 REFUND

860.16

28-02-100. - Service charge—Charges.

The city shall charge and collect from all users of the sanitary sewage system, for the use thereof, a monthly service charge. Said charge is composed of two (2) components: a customer charge, and a commodity charge, both of which are calculated in the manner specified below:

(1) Effective the first billing cycle as noted below:

- a. Customer charges: For each property to which sewer service is available from the city, the monthly customer charge shall be as follows:

Effective July 1, 2014:

Meter Size (inches)	Customer Charge
<1	\$ 13.60
1	19.15
1½	25.50
2	47.20
3	161.70
4	209.50
6	320.25

Effective July 1, 2015:

Meter Size (inches)	Customer Charge
<1	\$ 13.60
1	19.15
1½	25.50
2	47.20
3	161.70
4	209.50

b. Commodity charge: Effective the first billing cycle after July 1, 2014, the commodity charge shall be one dollar and fifteen cents (\$1.15) for each one hundred (100) cubic feet of water used per month as follows: Effective the first billing cycle after July 1, 2015, the commodity charge shall be one dollar and fifteen cents (\$1.15) for each one hundred (100) cubic feet of water used per month as follows:

1. For residential and multi-unit dwellings with not more than four (4) units, the monthly usage will be calculated by taking the average use during the two (2) consecutive billing cycles between November 15 and February 15 times nine-tenths (0.90). This average will be applied for the following twelve (12) months and will be adjusted annually based upon the actual usage in the preceding year.
2. For all other types of users, the monthly charge shall be calculated by taking the amount of water used in each month times nine-tenths (0.90).
3. Water accounts which are used exclusively for irrigation purposes shall not be charged any fee under this section.
4. The city manager may, upon being presented proof that nine-tenths (0.90) of the water consumed by a business does not enter the sanitary sewer system, nor being deposited upon any public property, enter into an agreement with that party to reduce the monthly charge below nine-tenths (0.90) of the water. Such agreements must be approved by the staff before becoming effective.

c. **Septage charge:** Users of the city sanitary sewer system who introduce hauled wastes (as defined by section 28-02-140) into the city system shall pay a charge of twenty cents (\$0.20) per gallon of hauled wastes dumped. Said charges shall be payable monthly.

- (2) **Users outside the city limits:** For all users of the city sanitary sewer system who are located outside the city limits, the rate shall be two (2) times the rates specified above.

Thereafter, on February 1 of each year, the charge/rate shall be increased by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. city average for the month of June (Index base period: December 1996=100), unless said charge/rate is modified by subsequent resolution.

The city manager shall review the above rates annually and make recommendations for any changes to the city commission in conjunction with the submission of the annual budget. Any changes shall be implemented by a duly approved ordinance setting forth the amended rates.

(Code 1960, § 9-9-7; Ord. No. 594, § 1, 8-21-79; Ord. No. 598, § 2, 12-1-79; Ord. No. 615-80, § 1, 11-11-80; Ord. No. 649-82, § 12-14-82; Ord. No. 654, 6-14-83; Ord. No. 913, 6-14-94; Ord. No. 939, 3-13-95; Ord. No. 964, § 1, 11-14-95; Ord. No. 1010, 4-8-97; Ord. No. 1034, 6-9-98; Ord. No. 1059, § 1, 4-13-99; Ord. No. 1089, § 1, 4-11-00; Ord. No. 1107, 11-14-00; Ord. No. 1130, 12-11-01; Ord. No. 1168, § 2, 12-19-02; Ord. No. 1199, § 2, 4-13-04; Ord. No. 1224, § 1, 11-23-04; Ord. No. 1288, § 1, 1-9-07; Ord. No. 1348, § 1, 12-16-08; Ord. No. 1392, § 1, 1-11-11; Ord. No. 1431, § 1, 1-22-13; Ord. No. 1459, § 1, 1-14-14; Ord. No. 1467, § 1, 6-10-14; Ord. No. 1506, § 4, 12-15-15)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/4/2019

Report No: 10.

Submitted By: Veronica Ortega

Subject: Consider, and act upon, Resolution 2019-09, an adjustment to park fees to add Kid's Zone Park pavilion rentals and special event fees to add events of 1-100 people. (*Veronica Ortega, Community Services Director*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Resolution 2019-09

Background: Current special event fees do not include charges for less than 100 people.

SPECIAL EVENT FEE INFORMATION

- Special event fees would replace the individual park rental fees (listed below) and apply to individuals, businesses and organizations.
- Fee includes a \$20 non-refundable processing fee.
- Fee levels include additional recovery cost to cover inherently higher COA resource impacts and staff costs (e.g., permit review/processing, event staffing...) and maintenance costs (e.g., watering, seeding, fertilizing, repair) based on size of event.
- Special event fees DO NOT cover the extra fees (e.g., electricity, vehicle, Temporary Stage, damage deposit...) those fees would be added onto the cost.

Two Fee Categories – five fee levels in each category based on participant numbers

- Categories: Non-Paid Event or Paid Event
- Tiers 1-3 – the pricing covers/includes a single day event rental
- Tiers 4 & 5 – if event is 500+ people, the pricing covers/includes up to a three-day event rental

SPECIAL EVENT FEES	CURRENT FEE	PROPOSED FEE
Damage Deposit – (returned if no damage or clean up fees assessed)	\$200.00	
NON-PAID EVENT – attendees allowed to participate at no cost		
1. Individual/Business (1-100 people)		\$60.00
2. Individual/Business (101-250 people)	\$120.00	
3. Individual/Business (251-500 people)	\$240.00	
4. Individual/Business (501-1000 people)	\$480.00	
5. Individual/Business (1000+ people)	\$960.00	
PAID EVENT – an entry fee, ticket or donation is required to participate		
1. Paid Event (1-100 people)		\$120.00
2. Paid Event (101-250 people) – entry fee or donation required	\$240.00	
3. Paid Event (251-500 people) – entry fee or donation required	\$480.00	
4. Paid Event (501-1000 people) – entry fee or donation required	\$960.00	
5. Paid Event (1000+ people) – entry fee or donation required	\$1920.00	

PARK RENTAL FEES	CURRENT FEE	PROPOSED FEE
Alameda Park Pavilion (per day)	\$45.00	
Alameda Park Pavilion (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)	\$28.00	
Alameda Park North (per day)	\$36.00	
Alameda Park North (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)	\$22.00	
Alameda Park South (per day)	\$36.00	
Alameda Park South (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)	\$22.00	
Alameda Park Gazebo (per day)	\$45.00	
Alameda Park Gazebo (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)	\$28.00	
Desert Foothills Park Pavilion (per day)	\$45.00	
Desert Foothills Park Pavilion (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)	\$28.00	
Garden Center Gazebo (per day)	\$45.00	
Garden Center Gazebo (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)	\$28.00	
Kid's Zone Park North (per day)		\$45.00
Kid's Zone Park North (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		\$28.00
Kid's Zone Park South (per day)		\$45.00
Kid's Zone Park South (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		\$28.00
Washington Park Pavilion (per day)	\$45.00	
Washington Park Pavilion (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)	\$28.00	
Washington Park Stage (per day)	\$45.00	
Washington Park Stage (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)	\$28.00	

EXTRA FEES		
	CURRENT FEE	PROPOSED FEE
Electricity Fee – Permanent Electrical Outlet / Box	\$19.00	
Electricity Fee – Temporary Power Pole (per pole)	\$19.00	
Temporary Stage – (maximum 3 day use, includes delivery/set up/take down)	\$1000.00	
Vehicle Fee – (up to 5 vehicles on park property)	\$25.00	
Vehicle Fee – (over 5 vehicles on park property)	\$50.00	
Car Show Fee	\$100.00	

RESOLUTION NO. 2019-09
REQUESTING RECREATION FEE SCHEDULE – UPDATE

WHEREAS, the City of Alamogordo provides a wide range of activities through its Community Services Department, and;

WHEREAS, it is the City's goal to provide these services at a rate which will enable the city to provide the widest range of activities possible at the most reasonable cost possible, and;

WHEREAS, the City Commission desires to continue providing services at the current level.

BE IT THEREFORE RESOLVED by the City Commission of the City of Alamogordo, New Mexico that the fees charged by the Community Services Department for parks and events are adjusted to the rates shown on the attached chart as of March 26, 2019.

DONE this 26th day of March, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/4/2019

Report No: 11.

Submitted By: Josh Sides

Subject: Consider, and act upon, approval of the submitted revisions to the Community Services Partnership, Sponsorship, and Permanent Partner Policy. (*Joshua Sides, Acting Special Events Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve changes to the Special Event Sponsorship, Partnership, and Permanent Partner Policy.

Background:

Approval of this resolution for the revised changes to the Community Services Partnership, Sponsorship, and Permanent Partner Policy will enable staff and the general public to better understand this process. Currently, the existing policy is confusing and these changes will make the policy easier to read.

CITY OF ALAMOGORDO, COMMUNITY SERVICES DEPARTMENT

EVENT SPONSORSHIP POLICY & PROCEDURES

- 1.0 Policy
- 2.0 Definitions
- 3.0 Philosophy and Purpose
- 4.0 Guidelines for COA Sponsorship
- 5.0 Guidelines for COA Partnership
- 6.0 Procedures

1.0 Policy

It is the policy of City of Alamogordo (COA) Community Services to actively support the efforts of non-profit organizations, outside organizations and other governmental agencies whose events, held in COA parks or facilities, further COA core program goals and services. All requests are to be submitted to the COA Community Services Department and are subject to the approval of the Community Services Director. All permit fee waivers and reductions, reduced facility rentals and sponsorship agreements must comply with the guidelines and procedures set forth below.

Policy Exclusions - Non-Qualifying Organizations:

There are some organizations that do not qualify for consideration in the sponsorship, partnership, or permanent partner status of an event with the City. The exclusion does not preclude such organizations from utilizing City parks and facilities, it only disallows their consideration for an event sponsorship, partnership, or permanent partner status. Below are two such exceptions.

- 1.1 In order to maintain an impartial, bipartisan city government – political organizations do not qualify for consideration of event sponsorship or partnership by COA.
- 1.2 In order to maintain an impartial separation of government and religion – religious organizations do not qualify for consideration of event sponsorship or partnership by COA.

2.0 Definitions

2.1 **Facility Rental Fees**

COA Community Services charges the public a rental fee for priority and/or exclusive use of any park or recreation facility (e.g., Washington Park pavilion, AFRC pool, Griggs Sports Complex fields...) to conduct an event or activity. Fees collected assist in offsetting associated facility set-up, maintenance and/or replacement costs.

2.2 **Equipment Use Fees**

COA Community Services charges the public a use fee for the use of city-owned equipment (e.g., portable stage) to conduct an event or activity. Fees collected assist in offsetting associated equipment maintenance and/or replacement costs.

2.3 **Sponsorship**

COA Community Services may elect to sponsor qualifying organizations. If sponsored, qualifying organizations would receive a 25% reduction of fees for an event/activity on city property that:

- 2.3.1 aligns closely with the department's core program goals and services, ***and***
- 2.3.2 provides COA an appropriate level of marketing exposure (COA must approve all marketing materials).

2.4 **Partnership**

COA Community Services may elect to partner with qualifying organizations. If partnering, qualifying organizations would receive either a 50% reduction of fees – OR – a waiver of all fees if providing COA a 25% event revenue share for an event/activity on city property that:

- 2.4.1 aligns closely with the department's core program goals and services,
- 2.4.2 allows designated COA staff to actively take part in planning, organizing and conducting the event/activity, ***and***
- 2.4.3 provides COA an appropriate level of marketing exposure (COA must approve all marketing materials).

2.5 **Permanent City Partner**

COA City Commission may elect to make certain groups a permanent City partner for as long as they contract with the City and/or provide services. This does not obligate the City to provide other services or waive other costs other than rental fees. Examples of permanent City partners are the Chamber of Commerce and the City's contracted economic development group. In order for a group to be considered a Permanent City Partner, a group should:

- 2.5.1 Submit a letter of interest and come before the City Commission at a meeting to inform the Commission of the reasons why the request is being made and the value that is added to the City as a permanent City partner.

3.0 **Philosophy and Purpose**

It is the purpose of the City of Alamogordo (COA) to establish a process for permitting members of the public and private sector to use City Streets, facilities or services. It is recognized that these special events enhance the City of Alamogordo lifestyle and provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental services.

By recognizing special event venues, it is further intended to supplement land use regulations, to provide a coordinated process for the regulation of special event activities, to ensure the health and safety of patrons of special events, to prohibit illegal activity from occurring within special event venues, and to protect the rights and interests granted to special event permit holders. It is further intended to create a mechanism for cost recovery for the special events using City resources.

4.0 **Guidelines for COA Sponsorship**

Qualifying organizations may receive a 25% reduction of rental and use fees for an event/activity on city property that aligns closely with the department's core goals ***and*** provides COA with an appropriate level of marketing exposure. When evaluating proposals from organizations, the following criteria are used:

- 4.1 The event/activity should promote beneficial use of the park and/or recreation facility.
- 4.2 The event/activity should be free and open to the public. There should be no fund-raising activities or aspects to the event/activity. Any exceptions must be approved by the Community Services Director.
- 4.3 The event/activity should promote community pride and involvement.
- 4.4 The event/activity must comply with all state, federal and local laws.
- 4.5 The event/activity should not have a religious or political purpose.
- 4.6 The non-profit organization must carry general liability insurance of at least \$1,050,000 for the event/activity with the COA named as additionally insured.

- 4.7 The organization must be the primary organizer of the event/activity and is responsible for all other costs associated with the event/activity (e.g., general liability insurance, light fees, police coverage, overnight security, concessions, toilet/trash service agreements, damage repair...).
- 4.8 The sponsoring organization should clearly recognize COA as a sponsor (including logo) on all marketing materials and announcements associated with the event/activity. And, if appropriate, a department banner should be displayed at the event/activity. COA must approve all marketing materials.

5.0 Guidelines for COA Partnership

COA Community Services may elect to partner with qualifying organizations. Partnered events/activities must align closely with the department's core program goals and services, actively involve COA staff in planning and conducting event and provide COA with an appropriate level of marketing exposure. If partnering, qualifying organizations would receive either a 50% reduction of fees – OR – a waiver of all fees if providing COA a 25% event revenue share. When evaluating proposals from organizations, the following criteria are used:

- 5.1 The event/activity should promote beneficial use of the park and/or recreation facility.
- 5.2 The event/activity should promote community pride and involvement.
- 5.3 The event/activity must comply with all state, federal and local laws.
- 5.4 The event/activity does not have a religious or political purpose.
- 5.5 The organization must be the primary organizer of the event/activity and is responsible for all outside permits and costs associated with the event/activity (e.g., general liability insurance, damage repair, contracted services - security, toilets, trash...).
- 5.6 The non-profit organization must carry general liability insurance of at least \$1,050,000 for the event/activity with the COA named as additionally insured.
 - 5.6.1 Other COA departments (including City Commission offices) are exempt from the general liability insurance requirement.
- 5.7 Designated COA staff must actively take part in planning, organizing and conducting the event/activity,
- 5.8 The organization should clearly recognize COA as a sponsor (including logo) on all marketing materials and announcements associated with the event/activity. And, if appropriate, a department banner should be displayed at the event/activity. COA must approve all marketing materials.

6.0 Procedures

All applications for a Non-Profit Discount, COA Sponsorship and COA Co-Sponsorship must be submitted at:

Sgt Willie Estrada Memorial Civic Center
ATTN: Special Events Manager
800 East 1st Street
Alamogordo, NM 88310

6.1 Requesting a COA Sponsorship

- 6.1.1 Submit a completed Special Event Application with a cover letter that officially requests COA Sponsorship and indicates how the organization meets the criteria in Section 5.0 above a minimum of 60 days before the event/activity.

6.2 Requesting a COA Partnership

- 6.2.1 Submit a completed Special Event Application with a cover letter that officially requests COA Partnership and indicates how the organization meets the criteria in Section 6.0 a minimum of 6 months before the event/activity. The number of COA partnerships per year are limited. Therefore, early request submission is highly recommended.

- 6.3 Requests will be reviewed by staff, providing a recommendation to the Community Services Director.
- 6.4 Requests will be considered on a case by case basis, dependent on the availability of department staff and resources.
- 6.5 The Community Services Director must approve any request for COA Sponsorship or COA Partnership.
- 6.6 Requests for COA Sponsorship or COA Partnership for events/activities held annually must be resubmitted each year.
- 6.7 COA Sponsorship or COA Partnership in a given year does not signify or guarantee future or on-going sponsorship.



CITY OF ALAMOGORDO

COMMUNITY SERVICES DEPARTMENT

EVENT SPONSORSHIP POLICY & PROCEDURES

- 1.0 Policy
- 2.0 Philosophy and Purpose
- 3.0 Definitions
- 4.0 Guidelines
- 5.0 Procedures
- 6.0 Repercussions

1.0 Policy

It is the policy of City of Alamogordo Community Services Department herein after referred to as COACS to actively support the efforts of non-profit organizations, outside organizations and other governmental agencies whose events, held in COACS parks or facilities, embody COACS core program goals and services. All requests are to be submitted to COACS and are subject to the approval of the Community Services Director. All permit fee waivers and reductions, reduced facility rentals, and sponsorship agreements must comply with the guidelines and procedures set forth below.

Policy Exclusions - Non-Qualifying Organizations:

There are some organizations that do not qualify for consideration in the sponsorship, partnership, or permanent partner status of an event with the City. The exclusion does not preclude such organizations from utilizing City parks and facilities, it only disallows their consideration for an event sponsorship, partnership, or permanent partner status. Below are two such exceptions.

Policy Exclusions:

- In order to maintain an impartial and bipartisan city government, political organizations do not qualify for consideration of event sponsorship or partnership by COACS.
- In order to maintain an impartial separation of government and religion, religious organizations do not qualify for consideration of event sponsorship or partnership by COACS.

2.0 Philosophy and Purpose

It is the purpose of the City of Alamogordo, herein after referred to as COA, to establish a process for permitting members of the public and private sector to use COA streets, facilities or services. It is recognized that these special events enhance the COA lifestyle and provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental services.

By recognizing special event venues, it is intended to supplement land use regulations, to provide a coordinated process for the regulation of special event activities, to ensure the health and safety of patrons of special events, to prohibit illegal activity from occurring within special event venues, and to protect the

rights and interests granted to special event permit holders. It is also intended to create a mechanism for cost recovery for the special events using COA resources.

3.0 Definitions

3.1 Facility Rental Fees

COACS charges the public a rental fee for priority and/or exclusive use of any park or recreation facility which include but are not limited to: Washington Park pavilion, Alamogordo Family Recreation Center pool, Sergeant Willie Estrada Memorial Civic Center auditorium *only*, Griggs Sports Complex field, and Balloon Park to conduct an event or activity. Fees collected assist in offsetting associated facility set-up, maintenance and/or replacement costs.

3.2 Equipment Use Fees

COACS charges the public a fee to use City of Alamogordo owned equipment to include but are not limited to: portable stage and power poles to conduct an event or activity. Fees collected assist in offsetting associated equipment repair/maintenance and/or replacement costs.

3.3 Sponsorship

COACS may elect to sponsor qualifying organizations who meet certain criteria for the first level of fee reductions.

3.4 Collaboration

COACS may elect to collaborate with qualifying organizations that meet certain criteria that is the second level of fee reductions.

3.5 City of Alamogordo Partner

City of Alamogordo Commission may elect to make certain entities a Permanent City Partner for as long as they contract with the City of Alamogordo and/or provide services.

4.0 Guidelines

4.1 Sponsorship:

COACS may elect to sponsor qualifying organizations may receive a 25% reduction of facility rental fees for an event/activity on city property that aligns closely with COACS core goals

And

Provides COA with an appropriate level of marketing exposure where all marketing is approved by COA prior to publication.

4.1.1 When evaluating proposals from organizations, the following criteria are used:

- The event/activity should promote beneficial use of the park and/or recreation facility.
- The event/activity should be free and open to the public. There should be no fund-raising activities or aspects to the event/activity. Any exceptions must be approved by the Community Services Director.
- The event/activity should promote community pride and involvement.

- The event/activity must comply with all state, federal and local laws.
- The event/activity should not have a religious or political purpose.
- The organization must carry general liability insurance of at least \$1,050,000 for the event/activity with the COA named as additionally insured.
- The organization must be the primary organizer of the event/activity and is responsible for all other costs associated with the event/activity (e.g., general liability insurance, light fees, police coverage, overnight security, concessions, toilet/trash service agreements, damage repair...).
- The sponsoring organization should clearly recognize COA as a sponsor (including logo) on all marketing materials and announcements associated with the event/activity. And, if appropriate, a department banner should be displayed at the event/activity. COA must approve all marketing materials.

4.2 **Collaboration:**

COACS may elect to collaborate with qualifying organizations. **Collaborated** events/activities *must* align closely with **COACS** core program goals and services, actively involve COA staff in all aspects of planning and conducting event

And

provide COA with an appropriate level of marketing exposure **where all marketing is approved by COA prior to publication**. If partnering, qualifying organizations would receive either:

a 50% reduction of fees

Or

a waiver of all fees if providing **COACS** a 25% event revenue share **after the qualifying entity provides a copy of all revenue accrued at the event to COACS**.

4.2.1 **When evaluating proposals from organizations, the following criteria are used:**

- The event/activity should promote beneficial use of the park and/or recreation facility.
- The event/activity should promote community pride and involvement.
- The event/activity must comply with all state, federal and local laws.
- The event/activity does not have a religious or political purpose.
- The organization must be the primary organizer of the event/activity and is responsible for all outside permits and costs associated with the event/activity (e.g., general liability insurance, damage repair, contracted services - security, toilets, trash...).
- The non-profit organization must carry general liability insurance of at least \$1,050,000 for the event/activity with the COA named as additionally insured.
- Other COA departments (including City Commission offices) are exempt from the general liability insurance requirement.
- Designated COA staff must actively take part in all aspects of planning, organizing and conducting the event/activity,
- The organization should clearly recognize COA as a sponsor (including logo) on all marketing materials and announcements associated with the event/activity. And, if appropriate, a department banner should be displayed at

the event/activity. COA must approve all marketing materials prior to publication.

4.3 City of Alamogordo Partner:

This does not obligate the City of Alamogordo to provide other services or waive other costs other than rental fees. Examples of permanent City partners are the Chamber of Commerce and the City's contracted economic development group.

5.0 Procedures

All applications for a Non-Profit Discount, Sponsorship, and Collaboration shall be submitted at:

Sgt Willie Estrada Memorial Civic Center
ATTN: Special Events Manager
800 East 1st Street
Alamogordo, NM 88310

5.1 Requesting a Sponsorship

- 5.1.1 Submit a completed Special Event Application with a cover letter that officially requests Sponsorship and indicates how the organization meets the criteria in Section 4.1 above a minimum of sixty (60) days before the event/activity. Any Special Event Application and cover letter that is turned in after sixty (60) days, will not be considered at all no exceptions.

5.2 Requesting a Collaboration

- 5.2.1 Submit a completed Special Event Application with a cover letter that officially requests COA Partnership and indicates how the organization meets the criteria in Section 6.0 a minimum of 6 months before the event/activity. The number of COA partnerships per year are limited. Therefore, early request submission is highly recommended. Any requests received

5.3 Requesting City of Alamogordo Partnership

- 5.3.1 For a group to be in consideration to become a City of Alamogordo Partner, a group should:
 - Submit a letter of interest to the Special Events Manager.
 - The letter of interest shall be passed up the COA Chain of Command to be set on the agenda for Commission evaluation.
 - When the organization point of contact is notified of the date and time, come before the Commission at a meeting to inform the Commission of the reasons why the request is being made and the value that is added.

- 5.4 Requests shall be reviewed by staff, providing a recommendation to the Community Services Director. Requests must be considered on a case by case basis, dependent on the availability of department staff and resources.

- 5.5 The Community Services Director must approve any request for Sponsorship or Partnership.
- 5.6 Requests for Sponsorship or Collaboration for events/activities held annually shall be resubmitted each year.
- 5.7 Sponsorship or Collaboration in a given year does not signify or guarantee future or on-going sponsorship or collaboration.

6.0 Repercussions

- 6.1 Failure to abide by the above listed policies will result in the immediate cancellation of the event/activity. There will be no refunds issued to an organization who fails to abide by the policies set within.



CITY OF ALAMOGORDO PARTNERSHIP

POLICY & PROCEDURES

- 1.0 Policy
- 2.0 Philosophy and Purpose
- 3.0 Definitions
- 4.0 Guidelines
- 5.0 Procedures
- 6.0 Repercussions

1.0 Policy

It is the policy of City of Alamogordo herein after referred to as COA to actively support the efforts of non-profit organizations, outside organizations and other governmental agencies whose events, held in COA parks or facilities, embody COA core program goals and services. All requests are to be submitted to COA and are subject to the approval of the City of Alamogordo Commission. All permit fee waiver agreements shall comply with the guidelines and procedures set forth below.

Policy Exclusions - Non-Qualifying Organizations:

- There are some organizations that do not qualify for consideration in the sponsorship, partnership, or permanent partner status of an event with the City. The exclusion does not preclude such organizations from utilizing City parks and facilities, it only disallows their consideration for an event sponsorship, partnership, or permanent partner status. Below are two such exceptions.
- In order to maintain an impartial and bipartisan city government, political organizations do not qualify for consideration of event sponsorship or partnership by COA.
- In order to maintain an impartial separation of government and religion, religious organizations do not qualify for consideration of event sponsorship or partnership by COA.

2.0 Philosophy and Purpose

It is the purpose of the City of Alamogordo to establish a process for permitting members of the public and private sector to use COA streets, facilities or services. It is recognized that these special events enhance the COA lifestyle and provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental services.

By recognizing special event venues, it is intended to supplement land use regulations, to provide a coordinated process for the regulation of special event activities, to ensure the health and safety of patrons of special events, to prohibit illegal activity from occurring within special event venues, and to protect the rights and interests granted to special event permit holders. It is also intended to create a mechanism for cost recovery for the special events using COA resources.

3.0 Definitions

3.1 Facility Rental Fees

COA charges the public a rental fee for priority and/or exclusive use of any park or recreation facility which include but are not limited to: Washington Park pavilion, Alamogordo Family Recreation Center pool, Sergeant Willie Estrada Memorial Civic Center auditorium *only*, Griggs Sports Complex field, and Balloon Park to conduct an event or activity. Fees collected assist in offsetting associated facility set-up, maintenance and/or replacement costs.

3.2 Equipment Use Fees

COA charges the public a fee to use City of Alamogordo owned equipment to include but are not limited to: portable stage and power poles to conduct an event or activity. Fees collected assist in offsetting associated equipment repair/maintenance and/or replacement costs.

4.0 Guidelines

4.1 City of Alamogordo Partner

City of Alamogordo Commission may elect to make certain entities a City of Alamogordo Partner for as long as they contract with the City of Alamogordo and/or provide services.

5.0 Procedures

5.1 City of Alamogordo Partner:

This does not obligate the City of Alamogordo to provide other services or waive other costs other than rental fees. Examples of permanent City partners are the Alamogordo Chamber of Commerce and Otero County Economic Development Counsel.

5.2 Requesting City of Alamogordo Partnership

5.2.1 For a group to be in consideration to become a City of Alamogordo Partner, a group should:

- Submit a letter of interest to the City Clerk at a minimum of sixty (60) days prior to the event date that includes reasons why the organization wants to partner with the City of Alamogordo and the benefits a partnership between the two entities has for the citizens and community of Alamogordo.
- Requests shall be sent to:
City of Alamogordo-Partnership Request
Attn: City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
- Requests shall be shared by the City Clerk's Office with the Community Services Department via the Community Services Director. Requests shall be reviewed by staff, providing a recommendation to the City Manager. Requests must be considered on a case by case basis, dependent on the availability of staff and resources, and its fitness to be added to the Commission Agenda.
- When the organization point of contact is notified of the date and time, come before the Commission at a meeting to inform the Commission of why the organization wants to partner with the City of Alamogordo and the benefits a partnership between the two entities has for the citizens and community of Alamogordo.
- When/if Commission approves the organization to become a City of Alamogordo Partner, the City Clerk's Office shall forward a copy of the Commission Meeting Minutes to the Community Services Department by way of the Community Services Director.

6.0 Benefits

6.1 The following are benefits of becoming a City of Alamogordo Partner:

6.1.1 Waiver of fees for:

- Sgt. Willie Estrada Memorial Civic Center Auditorium and Deposit.
- Waiver of all City of Alamogordo parks rental fees
- Waiver of Alamogordo Recreation Center pool and gym access fees.
- Waiver of fees to use City of Alamogordo's portable stage.
- Waiver of Keep Alamogordo Beautiful Litter Free Event fees.

6.2 The following are not included when becoming a City of Alamogordo Partner:

- Sgt. Willie Estrada Memorial Civic Center conference room rental fee, kitchen fee, alcohol fee, or any other fees not included in 6.1.1.
- Electricity use in parks.
- Alameda Park Zoo and Griggs Sports Complex alcohol service fees.
- Any fees associate with the Alamogordo Senior Center.

7.0 Desert Lakes Golf Course and Rocket City Fun Center

The City of Alamogordo does not have any control over any fees associated with Desert Lakes Golf Course or Rocket City Fun Center. The City of Alamogordo does not possess the authority to waive any fees associated with either of these businesses.

8.0 Repercussions

8.1 Failure to abide by the above listed policies will result in the immediate cancellation of the event/activity.

8.2 Failure to abide by the above listed policies could result in the termination of partnership between the City of Alamogordo and the agreeing organization.

8.2.1 For the first offense: Ninety (90) day suspension of partnership between the City of Alamogordo and the agreeing organization.

8.2.2 For the second offense: Six (6) month suspension of partnership between the City of Alamogordo and the agreeing organization.

8.2.3 For the third offense: One-year forfeiture of partnership between the City of Alamogordo and the agreeing organization from the date of forfeiture. The organization is eligible to become a City of Alamogordo Partner by completing the steps outlined in section 5.2 after the forfeiture is complete.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/5/2019

Report No: 12.

Submitted By: Josh Sides

Subject: Consider, and act upon, Resolution No. 2019-08 supporting adjustments to prices at the Sgt. Willie Estrada Memorial Civic Center, as well as Rental Contract changes. *(Joshua Sides, Acting Special Events Manager)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted: \$0.00

Fund: 020

Additional Fiscal Impact:

Recommendation: Approve Resolution No. 2019-08.

Background:

By approving this resolution, the City Commission will voice support for adjustments to the prices of the Sgt. Willie Estrada Memorial Civic Center. The City Commission will also voice support for changes to the Rental Contract.

Amenity for Rent	Current	Proposed	Tays Special Events Center
Auditorium- Private Function	\$370.25	\$400.00	\$500.00
Includes table and chair set up		7.4 % increase	
Auditorium- Government	\$148.50	\$150.00	\$300.00
Includes table and chair set up		1% increase	
Auditorium- Non Profit	\$296.25	\$295.00	\$300.00
Includes table and chair set up		0.4% decrease	
Auditorium- For Profit	\$408.00	\$400.00	\$500.00
Includes table and chair set up		2% decrease	
regardless of non profit status			
Auditorium- Hourly Rate	Not Offered	\$50.00	Not Offered
2 hour Maximum			
Kitchen	\$74.50	\$100.00	\$150.00
		35% increase	
Conference Rooms	\$46.00	\$50.00	\$75.00
Business hours		8.7% increase	
Conference Rooms	\$60.50	\$50.00	\$75.00
Outside of business hours		21% decrease	
Conference Rooms	\$16.50	\$20.00	\$75.00
with Auditorium		21.2 % increase	
Ice Machine	\$31.00	included in kitchen	Included in kitchen
		100 % decrease	
Liquor Service	\$110.00	\$120.00 minimum	Not Offered
		\$60.00 per 100	
		guests after 200	
		guests max of 400.	
PA System-Per Day	\$0.00	\$0.00	\$175.00
	Price for comparison	Price for comparison	
Laptop-Per Day	Not Offered	Not Offered	\$100.00
	Price for comparison	Price for comparison	
Projector-Per Day	\$0.00	\$0.00	\$100.00
	Price for comparison	Price for comparison	
Wireless Microphone	\$0.00	\$0.00	\$75.00
Per Day	Price for comparison	Price for comparison	
Podium with Microphone	\$0.00	\$0.00	\$75.00
Per Unit	Price for comparison	Price for comparison	
Wireless internet Access	\$0.00	\$0.00	\$50.00

Per Day	Price for comparison	Price for comparison	
Podium no Microphone	\$0.00	\$0.00	\$25.00
Per Day	Price for comparison	Price for comparison	
Screen	\$0.00	\$0.00	\$25.00
Per Day	Price for comparison	Price for comparison	
Riser (Stage)	\$0.00	\$50.00	\$20.00
Per Day/ More than 2 sections	Price for comparison	After 9 sections	
		\$5 per section.	
Cart	\$0.00	\$0.00	\$20.00
Per Day	Price for comparison	Price for comparison	
CD Player	Not Offered	\$0.00	\$20.00
Per Day	Price for comparison	Price for comparison	
Microphone (Hardwired)	\$0.00	\$0.00	\$20.00
Per Day	Price for comparison	Price for comparison	
Easel	\$0.00	\$0.00	\$10.00
Per Day	Price for comparison	Price for comparison	
Setup and take down	Included in rental	Included	\$30.00
Per Hour			
AV/ITV Technician	Not Offered	Not Offered	\$38.00
Per Hour			
Computer Technician	Not Offered	Not Offered	\$30.00
Per Hour			
Custodial	Not Offered	\$200.00	\$30.00
		Flat Fee	Per Hour
Deposit-Auditorium	\$85.00	\$100.00	1/2 Facility Rental non
		Goes toward cost	refundable
Deposit- Kitchen	\$50.00	\$50 w/ \$30	N/A
		Refundable	
Deposit- Conference Room	Not Required	\$30 w/ \$20	\$200.00
		Refundable	Non refundable
Decorating Fee	Included in rental,	\$125.00	
This would be hanging	but not guarenteed	This is the cost to	
decorations from the	to be hung.	rent a scissor lift if	
ceiling with the scissor lift.		needed.	
Decorating Day	Not Offered	\$200.00	Not offered
		rental	
Multiple reservations:	Not Offered	Upon reserving	
		the Amenity for	
		the second time,	
		there would be	

		20% off the	
		second and	
		subsequent	
		reservations of	
		the Amenity.	
		(Must be the same	
		licensee each	
		time.)	

Description	Event / Resource	Unit Fee	Units	Tax	Charge
Civic Center Kitchen Rental Fee	[REDACTED] #128 Civic Center Kitchen	\$67.75	1.00	--	\$67.75
Civic Center Liquor Fee	[REDACTED] #128 Civic Center Kitchen	\$100.00	1.00	--	\$100.00
Civic Center Auditorium Rental Fee	[REDACTED] #128 Civic Center Auditorium	\$336.50	1.00	--	\$336.50

Payments and Refunds

Receipt #	Date	Charge Description	Resource Event	Payment
1001028.003	May 12, 2015	Civic Center Kitchen Rental Fee	Civic Center Kitchen [REDACTED] #128	\$67.75
1001028.003	May 12, 2015	Civic Center Liquor Fee	Civic Center Kitchen [REDACTED] #128	\$100.00
1001028.003	May 12, 2015	Civic Center Auditorium Rental Fee	Civic Center Auditorium [REDACTED] #128	\$336.50

CUSTOM QUESTIONS

Question	Answer
Do you want alcohol service at your event?	Yes
Do you need a powerpole? If Yes, how many?	N/A

WAIVERS

Terms and Conditions for Civic Center
Due Date: May 16, 2015

Terms and Conditions for Civic Center

Waiver Signed

Civic Center Waiver
Due Date: May 16, 2015

Civic Center Waiver

Waiver Signed

Upon payment and acceptance of permit, permit holder agrees to abide by the Terms and Conditions of Use and Liability Waiver attached.

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
CC For Profit/Fundraiser Auditorium Rental Fee	[REDACTED] Banquet #81 Civic Center Auditorium	\$370.50	1.00	--	\$370.50
Civic Center Kitchen Rental Fee	[REDACTED] Banquet #81 Civic Center Auditorium	\$67.75	1.00	--	\$67.75
Damage Deposit	[REDACTED] Banquet #81 Civic Center Auditorium	\$85.00	1.00	--	\$85.00

Payments and Refunds

Receipt #	Date	Charge Description	Resource / Event	Payment
1001033.003	May 12, 2015	CC For Profit/Fundraiser Auditorium Rental Fee	[REDACTED] Banquet #81 Civic Center Auditorium	\$370.50
1001033.003	May 12, 2015	Civic Center Kitchen Rental Fee	Civic Center Auditorium [REDACTED] Banquet #81	\$67.75
1001033.003	May 12, 2015	Damage Deposit	Civic Center Auditorium [REDACTED] Banquet #81	\$84.98
1001390.003	May 21, 2015	Damage Deposit	Civic Center Auditorium [REDACTED] Banquet #81	\$0.02

CUSTOM QUESTIONS

Question	Answer
Do you want alcohol service at your event?	No
Do you need a powerpole? If Yes, how many?	N/A

WAIVERS

Terms and Conditions for Civic Center
Due Date: Jun 27, 2015

Terms and Conditions for Civic Center

Waiver Signed

Civic Center Waiver
Due Date: Jun 27, 2015

Civic Center Waiver

Permit Contract

Sgt. Willie Estrada Memorial Civic Center
 800 East First St.
 Alamogordo, NM 88310
 Phone: (575) 439-4159
 FAX: --
 Email: --

Permit #238, Approved

Aug 20, 2015 10:05 AM



Alamogordo, NM 88310
 Email:

Customer Type: General Public

Prepared By: [REDACTED]

Customer ID: 12023

Primary: [REDACTED]

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$370.25	\$0	\$0	\$370.25	\$0	\$0	(\$370.25)	\$0	\$0

RESERVATIONS

Event	Resource	Center	Notes
Graduation Party- [REDACTED] Type: Special Event Attend/Qty: 5	Civic Center Auditorium	Sgt. Willie Estrada Memorial Civic Center 800 East First St. Alamogordo, NM 88310 (575) 439-4159	--
Days Requested	Event Begins	Duration	Event Ends
Day	Date		Date Time
Saturday	Sep 12, 2015	8:00 AM 15 hours, 59 minutes	Sep 12, 2015 11:59 PM
Summary			Notes

Total Number of Dates: 1
 Total Time: 15 hours, 59 minutes

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
Civic Center Auditorium Rental Fee	Graduation Party- [REDACTED] #238 Civic Center Auditorium	\$370.25	1.00	--	\$370.25

Payments and Refunds

Receipt #	Date	Charge Description	Resource Event	Payment
2000009.004	Oct 8, 2015	Damage Deposit	Civic Center Auditorium Credit for Graduation Party- [REDACTED] #238-Damage Deposit	(\$85.00)
1010095.003		Damage Deposit		\$85.00

Alamogordo Family Recreation Center

1100 Oregon Ave.
 Alamogordo, NM 88310
 Phone: (575) 439-4142
 FAX: (575) 439-4394
 Email: afrc@ci.alamogordo.nm.us

Permit Charges Summary**#3000236.003**

May 1, 2015 5:06 PM



Prepared By: [REDACTED]

Customer ID: [REDACTED]

11269

Transactions

Customer	Description	Item	Unit	Qty	Fee	Charge
[REDACTED]	[REDACTED]	CC	Each	1.00	\$41.75	\$41.75
[REDACTED]	Action: Reservation	Conference				
[REDACTED]	Location: Civic Center Conference	Room				
[REDACTED]	Room A/B at Sgt. Willie Estrada	Rental Fee				
[REDACTED]	Memorial Civic Ctr	(M-F)				
[REDACTED]	Permit # 119					
[REDACTED]	Question	Answer				
[REDACTED]	Do you need a powerpole?	N/A				
[REDACTED]	If Yes, how many?					
[REDACTED]	Do you want alcohol	No				
[REDACTED]	service at your event?					

1 Payment Plan for 41.75 Balance

Due Date	Amount Due	Amount Paid
May 1, 2015	\$41.75	\$41.75

Upon payment and acceptance of permit, permit holder agrees to abide by the Terms and Conditions of Use and Liability Waiver attached.

Cancellation or transfer of permit date - If permit holder wishes to cancel or transfer the established permit date(s), they must provide written notice at least three (3) business days prior to the permit start date. If written notice of cancellation or transfer is not received as required, an administrative fee of \$10.00 will be charged as well all permit fees will be forfeited.

Terms and Conditions for Civic Center



Sgt. Willie Estrada Memorial Civic Center Rental Contract

Primary event contact: _____

Primary event contact e-mail address: _____

Primary contact mailing address: _____

Primary contact phone number: _____ Cell: _____

Name of event: _____

Organization(s) sponsoring/putting on event: _____

Event Web site: _____

Event date requested: _____

Event Start Time: _____ Event End Time _____

Will you need to set up the day before your event? Yes No
This is subject to availability and is not guaranteed

Will you need to break down the day after your event? Yes No
This is subject to availability and is not guaranteed.

Projected event attendance: _____

☐ Alcohol sales

☐ No alcohol involved

Description of event:



FEES:

Desired Rental Space	Price
Auditorium	
Auditorium Damage Deposit	
Kitchen	
Kitchen Damage Deposit	
Liquor Service	
Conference Room A	
Conference Room B	
Conference Room D	
Conference Room Damage Deposit	
Decorating Day	
Decorating Fee	
Custodial Services	

Total: _____

The undersigned has read the Rental Contract and on behalf of the licensee agrees to be bound by this Permit/License and the Terms and Conditions attached, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature. The City of Alamogordo reserves the right to change the terms of this agreement or of use of the facility. The undersigned acknowledges being informed and provided with a copy of the policies of the City of Willie Estrada Memorial Civic Center for use of the designated area. The undersigned agrees to abide by all such policies. The undersigned hereby releases the City of Alamogordo, its governing body and any/or all of its employees from any claims, demands, rights, and causes of action of whatever kind and nature arising from any activities listed herein. The undersigned agrees to be financially responsible for any and all damage(s) to include cleaning which may result from their use of the facility, and will be liable for any costs over and above the damage deposit.

Liquor Services: Please notify the Civic Center Specialist of liquor and information on fees for this service. Liquor services will begin and end on the request of the renter of the facility.

NOTE: Please notify your food caterer that liquor services are obtained. Have your food caterer contact the Civic Center Specialist to coordinate time of beverage service.

On Premise Liquor License: Due to the Civic Center having an established liquor license “on premises,” the following requirements are enforced. During private and public events, firearms are not allowed in this facility as per NM Statute Section 30-7-3. **ALL PURSES, BAGS, TOTES, ETC. ARE SUBJECT TO INSPECTION.**

Security requirements: Licensee must obtain security guards from a licensed company and/or law enforcement officer in full duty uniform with badge of office displayed. Security guards must be present thirty (30) minutes prior to the start of your event, stay through the entirety of your event, and stay at the Civic Center thirty (30) minutes after all guests have left the property. Events cannot go past midnight unless authorized and additional fees have been paid in full.

You must have a minimum of **three (3) guards** for the reception/dinner and dance. Security guards are **mandatory** with or without liquor, no exceptions. Failure to obtain security guards will result in ending the event, evacuating occupants and locking the facility. No refunds of rental fees will be given if licensee fails to obtain these requirements.

If liquor services are obtained, liquor can be served at any time security is present.

Security guards must be scheduled 30 minutes before the start of the dispensing and stay 30 minutes after the conclusion of the event or scheduled event times to ensure that all alcoholic beverages are disposed of and occupants have left the premises. If there is a break between the reception and the dance, you must have one (1) guard stay during the break until the start of the dance. If occupants haven't left the facility at the conclusion of the event and or drinks are still being consumed, security guards will not be dismissed, and you may be subject to additional charges from that company.

Example listed below.

Example:

4pm-6pm (3 guards must stay until 6:30pm)

Break time (1) guard has to stay to monitor.

8pm-12am (4 guards must arrive at 7:30pm & stay till 12:30am).

Courtesy Day: You may be able to set up the day before your event, only if that day is not reserved **and with the Civic Center schedule allowing, between the hours of 12:00 pm and 5:00 pm.** This is considered a Courtesy Day but it can be reserved at any time. You will be informed if a reservation is made in the auditorium the day before your event. If it is, you can only set up the day of your auditorium reservation unless other arrangements have been made. Business hours may vary from day to day, call for available times. You will not be able to set up after business hours on this courtesy day.

NOTE: We do not decorate, coordinate, disassemble, arrange, organize or store any items from outside contracted service providers obtained by the renter. Hired service providers must provide their own equipment for all services rendered. Please let us know ahead of time on decoration set up. Some items are limited and may be subject to additional charges, (i.e. trash bags are for trash not storage) Charges are applied to the person signing the reservation contract not the decorator, food caterer, DJ, musical band, photographer, cake decorator, security company, event coordinator, or anyone else involved in the event. See additional requirements on attached memo.

Decorating Day: Upon availability, you may reserve the Civic Center the day before your event as a "Decorating Day". You will be allowed access to the Civic Center from 8:00 am to 5:00pm to decorate as needed. This is only available for the auditorium.

The Licensee agrees to the following Terms and Conditions of use:

1. Reservation(s): Licensee will pay the appropriate deposit when reserving the facility and will pay the full amount of set fees at least **thirty (30) days** prior to the event **or an appropriate date set forth by the Civic Center Specialist if the date requested is within thirty (30) days of the date of the event date requested.** **If Licensee has a delinquent account with the City of Alamogordo, no reservations shall be made until Licensees' account is brought out of a delinquent status.** If written notice of cancellation is received three (3) weeks or more before the scheduled use, the full amount paid less **25 percent (25%) of the total value of the Civic Center Rental** will be refunded. **NO REFUNDS WILL BE MADE IF CANCELLATION IS RECEIVED LESS THAN 3 WEEKS BEFORE THE SCHEDULED EVENT.** **If the licensee and/or the Licensee's guests and/or contractors to include but not limited to caterers, DJs, etc. occupy the building past the agreed upon time, in most cases 12:00 am, the licensee will be bill for an additional day's rental of the Civic Center Facility that matches the original agreement amount.** **Minor children shall always be monitored by an adult while on Civic Center property.**

1.1 Public Events Defined: A Public Event is one in which any member of the community may attend. These events are required to have liability insurance in the amount of One Million Dollars (\$1,000,000.00) obtained no later than seven (7) business days prior to the date of the event and a copy provided to the Civic Center Specialist.

1.2 Floor Plans: A floor plan must be agreed upon between the Licensee and the Civic Center Specialist no later than seven (7) business days prior to the event. Within seven (7) business days prior to the event neither party may alter the floor plan without the consent of the other party. This does not include meeting requirements for Americans With Disabilities Act and Fire Code.

1.3 Entertainment: Licensee shall notify the Civic Center Specialist of any and all forms of entertainment. Licensee may be required to obtain liability insurance in the amount of One Million Dollars (\$1,000,000.00). The Civic Center Specialist may refuse to allow any form of entertainment deemed to be too much of a liability at any time.

1.4 Health and Safety: At a point the Civic Center Specialist or his designee deems an area of or the Civic Center a threat to health and/or safety, the area of or the Civic Center in its entirety will be immediately evacuated until the threat to health and/or safety is corrected. Should a act deemed to be uncontrollable by the City of Alamogordo or its employees occur after the Licensee's event begins, no refunds of any kind will be granted to the Licensee.

2. Conference Rooms: Licensee will pay the appropriate deposit when reserving the conference rooms. Payment for use of conference rooms must be made in full within seven (7) days of making the reservation and within three (3) days of the event, whichever is earlier. Reservations will be automatically cancelled if payment is not made when due, and use of the conference rooms without prior payment will not be allowed. Licensee is responsible for any damages that transpire during the use of the Conference Room(s). The facility will be inspected before and after each use. All damages will be billed to the Licensee, this is to include but is not limited to carpet cleaning services.

3. Kitchen: In the event the kitchen is rented without the auditorium there will be a damaged deposit required. In the event the kitchen is rented with the auditorium then the damage deposit for the auditorium is all that is required. The licensee will be responsible for supplying his/her own cooking utensils such as pots, pans, spoons, forks, etc. necessary to cook with. Furthermore, it will be the licensee's responsibility to provide those working in the kitchen with the proper personal protection equipment, i.e. food handler's gloves, hair nets, etc.

3.1 Steam Table: The Civic Center has a steam table available for use upon request. It will be the licensee responsibility to ensure the inserts for the steam table never leave the Civic Center. **If the steam table inserts are found to be missing or damaged the licensee will be billed for the replacements of the same size that are missing or damaged.**

3.2 Ice Machine: The Civic Center offers in conjunction with the kitchen approximately 430 pounds of ice. It shall be the licensee's responsibility to ensure disposable gloves are used and the ice scoop is returned to the ice machine. If the ice scoop is damaged or missing, the licensee will be billed for a replacement scoop of the same type.

4. Compliance with Law: Users of the Civic Center agree to abide by all applicable laws, ordinances, rules and regulations. Violations will constitute sufficient cause to evict the users from the premises, in which event fees, charges or deposits **will not** be refunded. **This shall include but is not limited to the consumption of alcoholic beverages in the parking lot, bringing of outside alcoholic beverages into the facility, etc. by licensee or licensees guests.** Licensee agrees that City Staff shall have the right to enter any part of the reserved premises at any time in order to assure proper maintenance, safety and compliance with laws and regulations.

5. Non-Discrimination: Licensee agrees that no person will be excluded from participation in an event on the basis of race, color, national origin, sex, age, religion or handicap. Nothing in this provision will prevent the use of the Civic Center for private events.

6. Alterations and Decorations: Users will not make any alterations to the facility or attach simple decorations to any part of the building except as authorized in writing on this reservation contract. The Licensee will be responsible for removing all simple decorations and for repairing any damage resulting from alterations of the use of decorations. Decorations in access may be subject to the requirement of liability insurance obtained by the licensee. This requirement is at the discretion of the Civic Center Specialist. Upon availability, decorations and items may be stored at the Civic Center upon completion of your event until 12:00 pm the following business day. Following the fifth (5th) business day after your event, any items left at the Civic Center by you, your caterer, DJ, etc. will be discarded. The Civic Center does not provide any extension cords, power strips, tape, adhesive materials, table cloths, chair covers, etc. In the event the licensee wants other fixtures or more fixtures, such as round tables, the licensee is responsible for renting such fixtures and having the fixtures brought to the Civic Center. The Civic Center, its staff, the City of Alamogordo, and City of Alamogordo Employees are not responsible for damage or theft of such fixtures. In the case fixtures must be disposed of, all applicable disposal fees will be billed to the licensee.

6.1. Simple Decorations Defined: Simple decorations are such decorations in which no specialty equipment is needed to place the decorations such as table coverings, holiday lights such as rope lights, and pictures.

6.2 Decorations Needing Specialty Equipment: These decorations are those in which Civic Center Staff must erect such as those hanging from the ceiling utilizing a scissor lift and/or other specialty equipment. These decorations must be given to the Civic Center Specialist no later than seven (7) business days prior to the event. These decorations will be hung at the availability of Civic Center staff and under no guarantee to be erected.

7. Non-Transferability: The Licensee may not transfer the reservation indicated by this contract to any other person or entity.

8. Service Animals: No animals shall enter into the Civic Center unless the animal is a certified service animal. Licensee is responsible to ensure any animals on Civic Center property are picked up after to include but not limited to any excrement, trash, etc. It will also be the responsibility of the Licensee to ensure the animal is properly cared for in an appropriate manner to include furnishing water and/or food when/if needed.

9. Contract Enforcement: In the event the City of Alamogordo employs attorneys or incurs other expenses deemed necessary to protect its right under this contract, the Licensee agrees to pay for the attorney's fees and other expenses so incurred by the City of Alamogordo.

10. Modifications: The City reserves the right to revoke or change this contract if it determines that the best interest for the City would so be served. If the reservation contract is revoked for the convenience of the City, all fees, charges and deposits will be returned to the Licensee.

11. Hold Harmless: The licensee shall hold harmless the City of Alamogordo, City Commissioners, Mayor, City of Alamogordo Management, and City of Alamogordo Employees.

It is the responsibility of the Licensee to ensure that all applicable documents to include but are not limited to liability insurance, New Mexico Environment Department permits, security contracts, etc. are obtained and copies provided to the Civic Center Specialist no later than seven (7) business days prior to the event. Failure to obtain the proper documentation may result in the immediate cancelation of the event and eviction of patrons from the property.

LICENSEE:

Signature: _____ Date: _____

Print Name: _____

Staff Signature: _____ Date: _____



Sgt. Willie Estrada Memorial

Civic Center

Decorating Policy

1. Facility access for decorating and clean up must be approved by the Civic Center Specialist in advance for each event. Please refer to Civic Center Rental Contract for specified times. Access to the facility, other than agreed upon times, will not be allowed.

2. For your safety, decorating must be done from appropriate equipment. Standing on items such as chairs, tables, etc. is not permitted.

3. Emergency exits and service doors must not be blocked with decorations, equipment, or chairs.

4. Painter's tape (blue), Gorilla Tape (black), and removable poster mounts are the only acceptable fastening materials to be used on walls and floor. Nails, tacks, other types of tape, screws, or staples must not be used to fasten decorations to the walls, doors, curtains, glass or any other part of the facility. No decorations are to be hung from any of the acoustic paneling.

5. Caution in the use of helium or other flammable material is essential. Fire codes prohibit the use of hay, straw, cornstalks, or other dry tinder in the buildings.

6. Other prohibited items:

Glitter, confetti, rice, flower petals, etc. in excess.

No Use of paint or aerosol spray products inside the facility.

Chewing gum of any kind

7. All equipment, supplies, and decorations brought into the facility shall be removed immediately following the event, unless otherwise agreed upon with the Civic Center Specialist. City of Alamogordo employees are not responsible for any equipment or supplies left behind.

8. Post event general cleaning of facility is the responsibility of the Civic Center staff. If excessive cleaning is required in the facility, a cleaning fee will be charged to the Licensee. This may include trash not deposited into trash receptacles, decorations not disposed of or removed, cleaning due to excessive spilled food, beverages, or other hard to remove items from the carpet or floor.

9. Costs for any damage to facilities due to not following this policy will be charged to the Licensee.

10. The Licensee is responsible for the actions of their guests, staff, and contractors (caterers, decorators, entertainers, etc.).

Signature: _____ Date: _____

Print Name: _____

Staff Signature: _____

RESOLUTION NO. 2019-08

**A RESOLUTION SUPPORTING THE ADJUSTMENTS TO SGT. WILLIE ESTRADA
MEMORIAL CIVIC CENTER PRICES AND RENTAL CONTRACT**

WHEREAS, the City Commission of the City of Alamogordo of Otero County, State of New Mexico recognizes the need for price adjustment to the Sgt. Willie Estrada Memorial Civic Center;

WHEREAS, the price adjustments are not solely to increase prices, but to make prices easier to budget for customers,

WHEREAS, the modifications to the Sgt. Willie Estrada Memorial Civic Center better define the responsibilities of the Civic Center and licensee. The modifications make the contract easier to read and follow

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Alamogordo that the price adjustments and rental contract changes are hereby supported and endorsed.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/22/2019

Report No: 13.

Submitted By: Laurie Anderson

Subject: Consider, and act upon, GRIP (Gross Receipts Investment Application) application by LBP Alamo, LLC for the construction of a Home2Suites by Hilton hotel located at 3550 Mesa Village Dr, Alamogordo, NM 88310. *(Laurie Anderson, Business Development Director)*

Fiscal Impact: 150,000

Amount Budgeted: \$100,000.00

Fund:

Additional Fiscal Impact:

Recommendation: Approve the application for reimbursement up to \$100,000.

Background: Application submitted by LBP Alamo, LLC for GRIP reimbursement for the construction of the Home2Suites by Hilton at 3550 Mesa Village Dr.

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

FILING INSTRUCTIONS:

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

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

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

PART 1 - APPLICANT INFORMATION

Business Name: **LBP Alamo, LLC**

Submittal Date: _____

Address/City: **9201 Montgomery Blvd NE, Building 1, Albuquerque, NM 87111**

Name/Address/Phone of Business Contact on this Project: **Brad Allen, Lance Sigmon, Prakash Sundaram. / 505-884-4699 / 9201 Montgomery Blvd NE, Building 1, Albuquerque, NM 87111.**

Business Owner ☒ Developer ☒

Type of Business: Corporation ☐ Partnership ☐

Proprietorship ☐ Limited Liability Company ☒

PART II - PROJECT INFORMATION

This application is for a: New Business ☒ Expanding Existing Business ☐

Type of Activity: Commercial ☒ Retail ☐

Attach a brief company overview, including a brief description of the product(s) and/or services, years in respective industry, and major clients/buyers of company's products and/or services.

Attachment Yes ☒

Attach a brief description of the product(s) and/or services that will be produced or sold in Alamogordo? Attachment Yes ☒

Type of Construction: New Construction ☒ Rehabilitation of Existing Structure ☐

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

Attach a map showing site: (See Exhibit B)

PART III - PROJECT DESCRIPTION

PLEASE COMPLETE AND SUBMIT THE FOLLOWING FOR THE PROJECT:

Brief description of work: Home2 Suites by Hilton; ground-up, 4 story, 90-unit hotel servicing the Alamogordo community.

Please attach a statement:

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

Total cost of the expansion or new construction: **approximately \$12,000,000.**

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

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

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

PART IV - ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements: **\$7,300,000**

B. Permanent employment estimates:

If existing facility, the current employment level: **N/A**

Estimated number of new jobs created: **25**

C. Construction employment estimates:

Construction to start: Month: **April** Year: **2019**

Construction to be completed: Month: **April** Year: **2020**

Number of construction jobs anticipated:

At start: **25** Peak: **60** Finish: **40**

D. Estimated property tax base value increase:

Valuation of existing property as of January 1, preceding this application:

LAND	IMPROVEMENTS
------	--------------

\$125,000	\$0
------------------	------------

Estimated value of property upon completion of the project subject.

LAND	IMPROVEMENTS
\$40,000	\$7,300,000

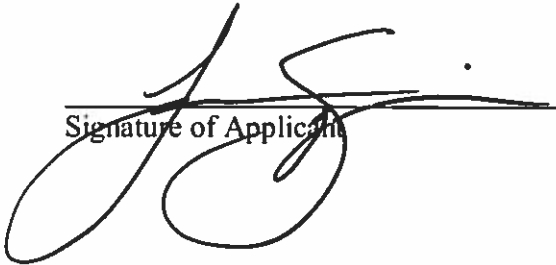
Estimated Gross Receipt Taxes generated by the business prior to the expansion or construction. \$0

Estimated Gross Receipt Taxes to be generated by the business after the expansion or construction. \$220,000 per year stabilized plus \$137,500 per lodgers' tax.

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

Date

Signature of Applicant



PART II – PROJECT INFORMATION

Brad Allen, Lance Sigmon and Prakash Sundaram are well known real estate developers and entrepreneurs in the State of New Mexico. In 2015, their first hotel joint venture project began while bringing the first ever Home2 Suites by Hilton to New Mexico. This hotel consists of 123 rooms and is centrally located just off the intersection of I-25 and I-40, allowing easy access to just about anywhere in the city. Their second joint venture is in the works and anticipates completion this year. This hotel is a Courtyard Marriot located in Las Cruces, NM on the NMSU campus. Brad, Lance and Prakash teamed up with the University and will be bringing a valuable asset to the community of Las Cruces. Located near the convention center, this hotel is expected to do extremely well. Now on their third joint venture project, they are excited to bring a Home2 Suites by Hilton to Alamogordo. This hotel will be a 90-unit, 4 story, wood frame building including amenities such as: outdoor pool, breakfast area, large fitness center, guest laundry, marketplace, business center and a small meeting room. The lobby will be spacious and will overflow into a welcoming outdoor seating area with a fire pit and barbeque grill for guests to enjoy. The green-friendly guest rooms feature a “working wall” with an apartment size refrigerator, dishwasher, kitchen sink, convection microwave, and all kitchen utensils. Located just off of US Highway 82, at 3550 Mesa Village Dr., this will soon be a destination spot for travelers coming through Alamogordo.

Currently, Alamogordo has a shortage of hotel rooms. Among the three nicer hotels in the city, they are sold out several nights a year. With that being said, Home2 Suites will give travelers another option for overnight and/or extended stay accommodations. Not only is Alamogordo a leisure destination based on the proximity to Lincoln National Forest, White Sands National Monument, the Trinity Site, and Three Rivers Petroglyph Site, but it is also a destination spot for government and military personnel with Alamogordo being the home city to both Holloman Air Force Base and White Sands Missile Range. Being the closest hotel located to the Holloman Air Force Base, Home2 Suites will suit the needs for people traveling to that area.

PART III -PROJECT DESCRIPTION

LBP Alamo, LLC plans to have the General Contractor with 2-3 people relocate to Alamogordo for the duration of the project. They anticipate that site utilities, earthwork, paving, plumbing and concrete will be completed by local subcontractors and are welcoming bids from all qualified candidates. Below is a list of local manufacturers, suppliers, vendors, and contractors, but not limited to, that LBP, Alamo intends to consult, use and/or hire.

Mesa Verde Enterprises, Inc, Graham Mechanical, General Hydronics, Zuni Electric, Coble Construction, Darnold Plumbing, Morrison Supply, 84 Lumber, Home Depot.

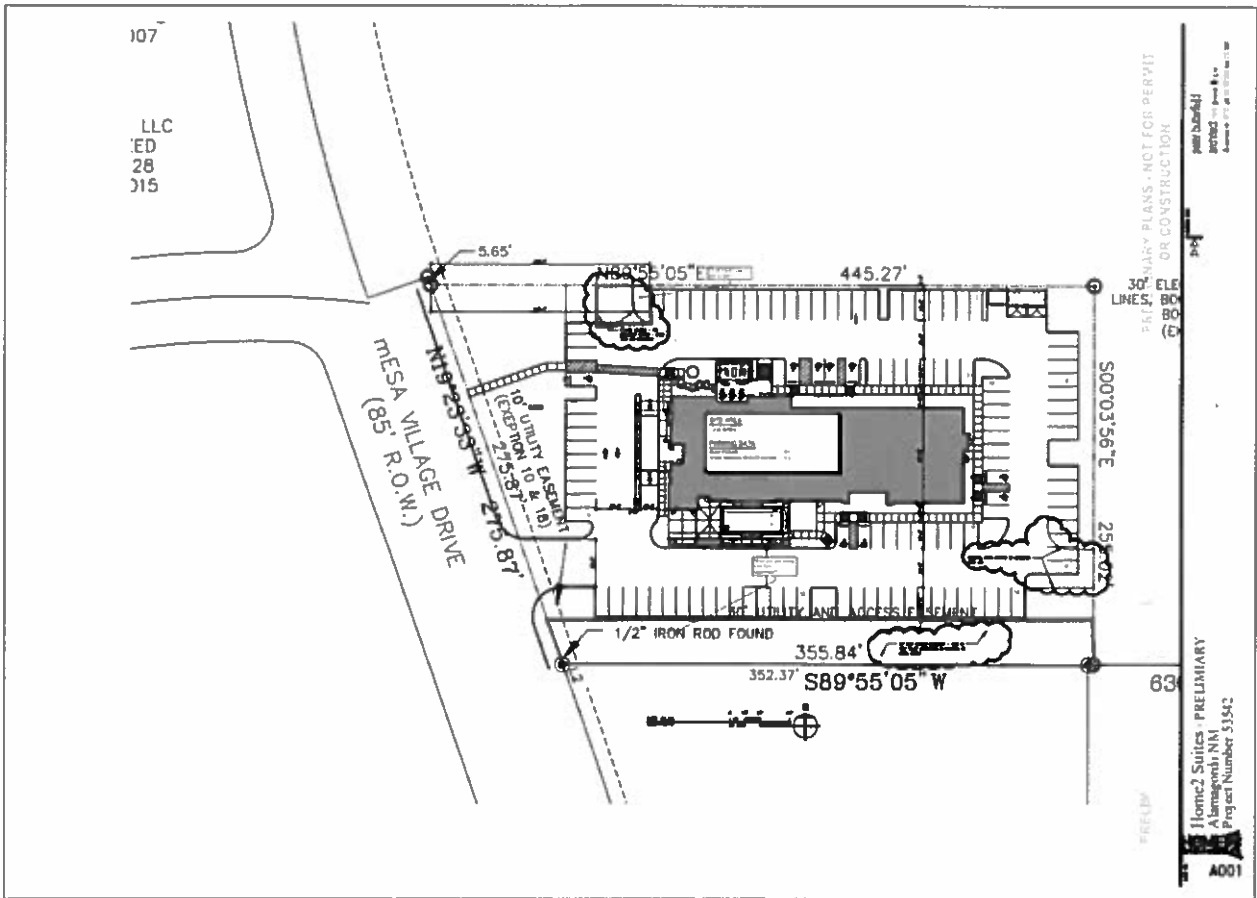
List of person property for which abatement is requested: Please see attached Carver & Associates quote.

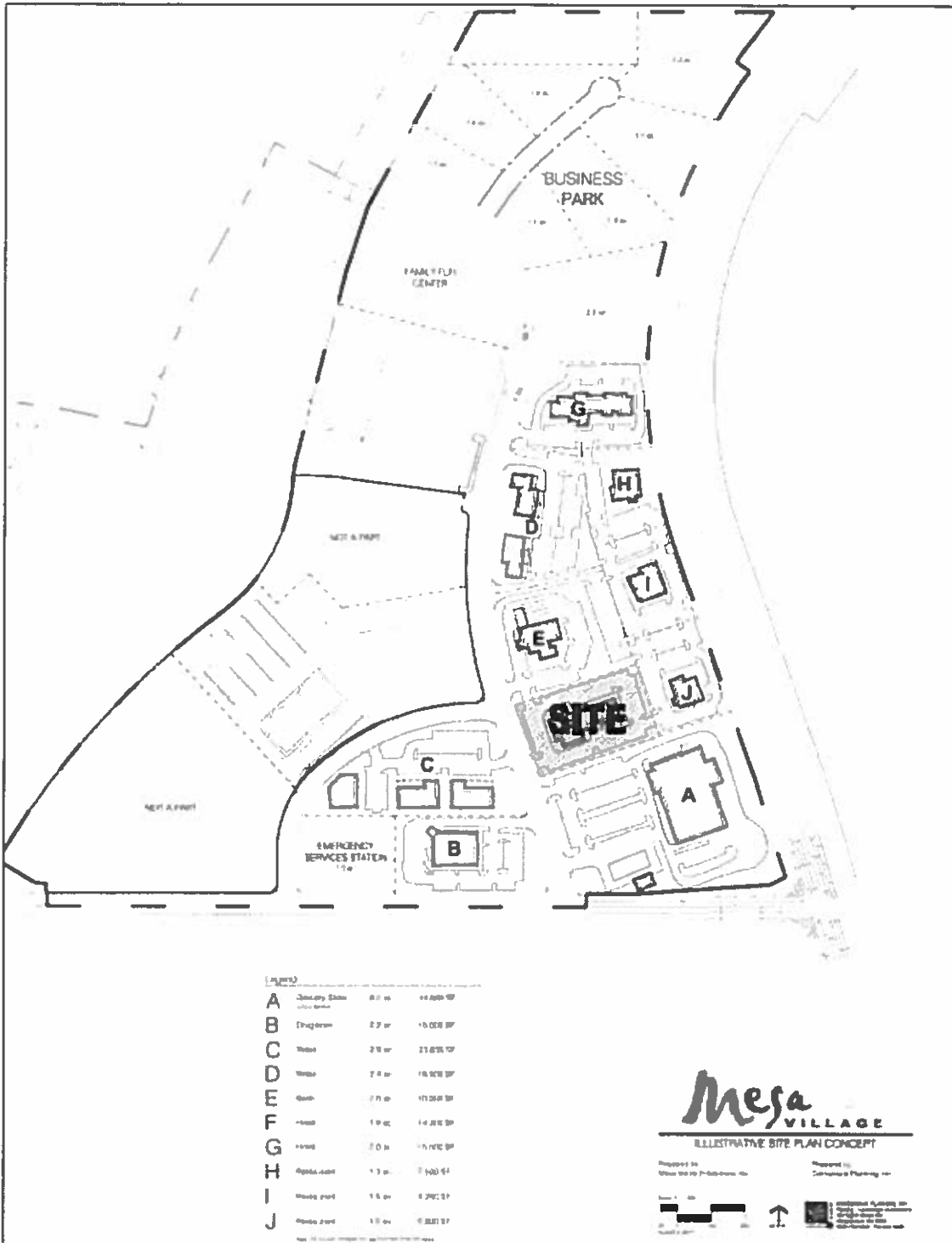
Exhibit A

Address: 3550 Mesa Village Dr., Alamogordo, New Mexico, 88310

Legal: LOT 3B, REPLAT B, MESA VILLAGE, UNIT 1, ALAMOGORDO, OTERO COUNTY, NEW MEXICO, recorded in plat Book 66, Page 24, records of Otero County, New Mexico.

Exhibit B







Carver & Associates
Hospitality Contract Services

Quote

December 12, 2018

Project#: JS1870

ALAMOGORDO, NM - HOME 2 SUITES

Salesperson:

CLIENT:

ALAMOGORDO, NM - HOME 2 SUITES
MESA VILLAGE DR
ALAMOGORDO, NM 88310
Phone: Fax:
Attn:

PROPERTY:

ALAMOGORDO, NM - HOME 2 SUITES
MESA VILLAGE DR
ALAMOGORDO, NM 88310
Phone: Fax:
Attn:

Cat	Item	Description	Qty	UM	Cost	Total
Department: GUEST						
01	ART100 ALT	(B) GR-500 ARTWORK @ SLEEPER SOFA	90	EA	32.76	2,948.40
01	ART105	GR-502 ARTWORK @ END WALL	82	EA	37.23	3,052.86
01	BD100	KING BEDSET, SERTA SUITE DREAMS II, FREE FREIGHT	17	EA	488.00	8,296.00
01	BD101	QUEEN BEDSET, SERTA SUITE DREAMS II, FREE FREIGHT	86	EA	357.00	30,702.00
01	BDB100	GR-603 KING BED BASE, 6"H	16	EA	56.52	904.32
01	BDB101	GR-602 QUEEN BED BASE, 6"H	79	EA	45.19	3,570.01
01	BDF100	KING BED FRAME	1	EA	54.08	54.08
01	BDF101	QUEEN BED FRAME	7	EA	52.26	365.82
01	CS100A	CASEGOODS @ KING STUDIO W/ STONE	18	EA	3,380.00	54,080.00
01	CS100B	CASEGOODS @ KING STUDIO, ADA W/ STONE	1	EA	4,175.60	4,175.60
01	CS100F	GR-300.1 FABRIC @ KING HEADBOARD, EST QTY	60	LY	11.42	685.20
01	CS101A	CASEGOODS @ QUEEN STUDIO W/ STONE	51	EA	3,177.20	162,037.20
01	CS101B	CASEGOODS @ QUEEN STUDIO, ADA W/ STONE	1	EA	3,182.40	3,182.40
01	CS101D	CASEGOODS @ QN/QN STUDIO W/ STONE	9	EA	4,165.20	37,486.80
01	CS101E	CASEGOODS @ QN/QN STUDIO, ADA W/ STONE	1	EA	4,383.60	4,383.60
01	CS101G	CASEGOODS @ QUEEN SUITE W/ STONE	4	EA	3,598.40	14,393.60
01	CS101H	CASEGOODS @ QUEEN SUITE, ADA W/ STONE	4	EA	3,499.60	13,998.40
01	CS101I	CASEGOODS @ QN/QN STUDIO EXTEND. W/ STONE, ALLOWA	3	EA	4,059.00	12,177.00
01	CS101K	GR-300.1 FABRIC @ QUEEN HEADBOARD, EST QTY, W/ STO	258	LY	11.42	2,946.36
01	CS112	GR-319 DINING TABLE @ GUESTROOM	8	EA	260.00	2,080.00
01	F-CPT100	CP-03ALT3 CARPET TILE W/PAD @ GUESTROOM, EST QTY	2,700	SY	19.11	51,597.00
01	F-CPT101	CP-04ALT3 CARPET INLAY @ GUESTROOM, EST QTY	1,080	SY	19.11	20,638.80
01	F-CPT102	ADHESIVE @ GUEST CARPET, 4-GAL PAIL, EST QTY	25	PL	86.63	2,165.75
01	F-VB100	VB-01 VINYL BASE, 4 9/16" @ GUEST ENTRY/BATH, EST QTY	9,000	LF	1.71	15,390.00
01	LT100	GR-202 WALL SCONCE @ HEADBOARD	103	EA	49.82	5,131.46

"Note: This is a preliminary budget to be used only for reference purposes and is subject to change based on the final design specifications."

**Carver & Associates****Hospitality Contract Services****Quote**

December 12, 2018

Project#: JS1870

ALAMOGORDO, NM - HOME 2 SUITES

Salesperson:

CLIENT:

ALAMOGORDO, NM - HOME 2 SUITES
 MESA VILLAGE DR
 ALAMOGORDO, NM 88310
 Phone: Fax:
 Attn:

PROPERTY:

ALAMOGORDO, NM - HOME 2 SUITES
 MESA VILLAGE DR
 ALAMOGORDO, NM 88310
 Phone: Fax:
 Attn:

Cat	Item	Description	Qty	UM	Cost	Total
01	LT102	GR-206 TABLE LAMP @ NIGHTSTAND	90	EA	87.88	7,909.20
01	LT104	GR-200 TABLE LAMP @ SIDE TABLE	90	EA	67.39	6,065.10
01	LT105	GR-204 FLOOR LAMP @ SLEEPER SOFA	90	EA	99.11	8,919.90
01	LT106	GR-201 TASK LAMP @ WORK STATION	90	EA	64.38	5,794.20
01	LT107	GR-205 SCONCE @ END WALL	90	EA	36.30	3,267.00
01	LT108	GR-208 SCONCE @ ACCESSIBLE STUDIO, ALLOW	1	EA	29.12	29.12
01	LT109	GR-207 SCONCE @ ONE BEDROOM END WALL	8	EA	29.12	232.96
01	MIR100	GR-504 FULL LENGTH MIRROR @ GUESTROOM	90	EA	82.16	7,394.40
01	SPD103	GR-605 KING COVERLET, CASE/6	3	CS	392.18	1,176.54
01	SPD104	GR-601 KING BOXSPRING COVER	16	EA	47.79	764.64
01	SPD104A	GR-607 DUST SKIRT @ KING ADA, W/ FABRIC	1	EA	58.19	58.19
01	SPD105	GR-604 QUEEN COVERLET, CASE/6	15	CS	347.88	5,218.20
01	SPD106	GR-600 QUEEN BOXSPRING COVER	7	EA	44.67	312.69
01	SPD106A	GR-606 DUST SKIRT @ QUEEN, ADA, W/ FABRIC	7	EA	55.07	385.49
01	UPH100	GR-101 SLEEPER SOFA @ GUESTROOM, FOAM MATTRESS	90	EA	622.96	56,066.40
01	UPH100FALT	CUST- FABRIC @ SLEEPER SOFA, EST QTY	1,215	LY	14.89	18,091.35
01	UPH100FW	GR-101.2 FABRIC @ SOFA WELT, EST QTY	157	LY	7.80	1,224.60
01	UPH101	GR-103 LOUNGE CHAIR @ GUESTROOM	8	EA	274.56	2,196.48
01	UPH101FALT	CUST- FABRIC @ LOUNGE CHAIR, EST QTY	46	LY	17.83	820.18
01	UPH102	GR-100 OTTOMAN @ GUESTROOM, NO WELT	90	EA	140.40	12,636.00
01	UPH102FALT	CUST- FABRIC @ OTTOMAN, EST QTY	225	LY	13.46	3,028.50
01	UPH103	GR-104 TASK CHAIR @ GUESTROOM, WHITE FRAME	90	EA	377.53	33,977.70
01	UPH104	GR-102 DINING CHAIR @ GUESTROOM, GREEN	24	EA	227.45	5,458.80
01	WD100	GR-400 BLACKOUT ROLLER SHADE @ GUEST, ALLOWANCE	87	EA	458.85	39,919.95
01	WD101	GR-401 SHEER SHADE @ GUEST, ALLOWANCE	87	EA	159.60	13,885.20
01	WD102	GR-402 BLACKOUT MOTORSHADE @ ADA GUEST, ALLOWANCE	11	EA	1,219.05	13,409.55
01	WD103	GR-403 SHEER MOTOR SHADE @ ADA GUEST, ALLOWANCE	11	EA	697.20	7,669.20

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**Carver & Associates****Hospitality Contract Services****Quote**

December 12, 2018

Project#: JS1870

ALAMOGORDO, NM - HOME 2 SUITES

Salesperson:

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ALAMOGORDO, NM - HOME 2 SUITES
 MESA VILLAGE DR
 ALAMOGORDO, NM 88310
 Phone: Fax:
 Attn:

PROPERTY:

ALAMOGORDO, NM - HOME 2 SUITES
 MESA VILLAGE DR
 ALAMOGORDO, NM 88310
 Phone Fax:
 Attn:

Cat	Item	Description	Qty	UM	Cost	Total
01	WD104	MEASURE/INSTALL, ALLOWANCE	98	EA	45.00	4,410.00
01	WD106	GR-404 DRAPERY @ ROOM DIVIDER, W/ FABRIC, CS/6	14	CS	1,185.45	16,596.30
01	WD106A	ROD @ ROOM DIVIDER	82	EA	229.95	18,855.90
01	WD107	GR-405 CLOSET DRAPERY, W/ FABRIC, CS/12	7	CS	859.95	6,019.65
01	WD107A	ROD @ CLOSET DRAPERY	83	EA	34.91	2,897.53
01	WD108	GR-406 ACCESSIBLE CLOSET DRAPERY, W/ FABRIC CS/12	1	CS	1,008.00	1,008.00
01	WD108R	ROD @ ADA CLOSET	12	EA	40.95	491.40
01	WV100	WC-01 WALL VINYL @ GUESTROOM, EST QTY	2,700	LY	4.45	12,015.00
01	WV110	WC-02 WALL VINYL @ GUEST BATH, EST QTY	1,350	LY	6.83	9,220.50

Department:

PRELIMINARY

GUEST \$783,868.48

Department: GUEST BATH

01	MIR110ALT	GR-203ALT BACKLIT MIRROR, 42 X 36 @ GUEST BATH	90	EA	232.44	20,919.60
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Department:

GUEST BATH \$20,919.60

Department: GUEST ROOM OPTIONS

01	ART107ALT	OPT- GR-501 ALT1 ART WORK @ DINING TABLE	8	EA	40.04	320.32
01	EL100	TELEVISION, 40", LCD @ GUESTROOM, FREE FREIGHT	98	EA	443.00	43,414.00
01	EL102	REFRIGERATOR, 9.2 CU	90	EA	384.80	34,632.00
01	EL103	DISHWASHER, 34"H	83	EA	410.78	34,094.74
01	EL103A	DISHWASHER, ADA, 32"H	7	EA	582.86	4,080.02
01	EL104	MICROWAVE, OVER THE RANGE	83	EA	300.86	24,971.38
01	EL104A	MICROWAVE, ADA, COUNTERTOP	7	EA	209.83	1,468.81
01	LT110	OPT-GR-203 VANITY FIXTURE @ GUEST BATH	0	EA	96.75	0.00
01	MIR110	OPT- GR-503 VANITY MIRROR, 42 X 30 @ GUEST BATH	0	EA	57.20	0.00

Department:

GUEST ROOM OPTIONS \$142,981.27

Category: 01 GUESTROOMS \$947,769.35

"Note: This is a preliminary budget to be used only for reference purposes
 and is subject to change based on the final design specifications."

Page 3 of 13

**Carver & Associates****Hospitality Contract Services****Quote**

December 12, 2018

Project#: JS1870

ALAMOGORDO, NM - HOME 2 SUITES

Salesperson:

CLIENT:

ALAMOGORDO, NM - HOME 2 SUITES
 MESA VILLAGE DR
 ALAMOGORDO, NM 88310
 Phone: Fax:
 Attn:

PROPERTY:

ALAMOGORDO, NM - HOME 2 SUITES
 MESA VILLAGE DR
 ALAMOGORDO, NM 88310
 Phone: Fax:
 Attn:

Cat	Item	Description	Qty	UM	Cost	Total
Department: CORRIDOR						
02	F-CPT400A	CP-02 CPT TILE A W/ PAD @ CORRIDOR/ELEV LOB, EST	980	SY	24.68	24,186.40
02	F-CPT400B	CP-02.21CPT TILE B W/ PAD @ CORRIDOR/ELEV LOB, EST	980	SY	24.68	24,186.40
02	F-CPT401	ADHESIVE @ PUBLIC AREA CARPETS, EST QTY	18	PL	86.63	1,559.34
02	F-CPT402	OPT- CARPET @ STAIRWELL, EST QTY, ALLOWANCE	300	SY	8.85	2,655.00
02	F-VB400	VB-02 VINYL BASE, 4.56" @ CORRIDOR, EST QTY	1,900	LF	1.70	3,230.00
02	LT400ALT	WALL SCONCE @ CORRIDOR (ALT), EST QTY	50	EA	52.45	2,622.50
02	WD400	PA-404 ROMAN SHADES @ CORRIDOR, ALLOWANCE	6	EA	554.40	3,326.40
02	WD400F	PA-404.1 FABRIC @ ROMAN SHADE, EST QTY	66	LY	13.63	899.58
02	WV400 (ALT)	(ALT) MAIN WALL VINYL @ CORRIDOR, EST QTY	1,360	LY	7.45	10,057.50
02	WV401 (ALT)	ACCENT WALL VINYL @ CORRIDOR, EST QTY	1,050	LY	5.09	5,344.50

Department: CORRIDOR **\$78,067.62**

Category: 02 CORRIDORS \$78,067.62

Department: ELEVATOR LOBBY						
02A	ART425	PA-504 ARTWORK @ ELEVATOR LANDING	1	EA	104.13	104.13
02A	ART425.1	PA-503.1 ARTWORK @ UPPER ELEVATOR LOBBIES, EST QTY	4	EA	23.84	95.36
02A	ART425.2	PA-503.2 ARTWORK @ UPPER ELEVATOR LOBBIES, EST QTY	4	EA	23.84	95.36
02A	ART425.3	PA-503.3 ARTWORK @ UPPER ELEVATOR LOBBIES, EST QTY	4	EA	23.84	95.36
02A	ART427	OPT-PA-502 ARTWORK @ ELEVATOR LOBBY CONSOLE	0	EA	92.40	0.00
02A	CS425	PA-808 CONSOLE TABLE @ ELEVATOR LOBBY	4	EA	545.74	2,182.96
02A	WV425	WC-04 WALL VINYL @ ELEVATOR LOBBY, EST QTY	120	LY	6.99	838.80

Department: ELEVATOR LOBBY **\$3,411.97**

"Note: This is a preliminary budget to be used only for reference purposes and is subject to change based on the final design specifications."



Carver & Associates
Hospitality Contract Services

Quote

December 12, 2018

Project#: JS1870

ALAMOGORDO, NM - HOME 2 SUITES

Salesperson:

CLIENT:

ALAMOGORDO, NM - HOME 2 SUITES
MESA VILLAGE DR
ALAMOGORDO, NM 88310
Phone: Fax:
Attn:

PROPERTY:

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Cat	Item	Description	Qty	UM	Cost	Total
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Category: 02A ELEVATOR LOBBY \$3,411.97

Department: PUBLIC AREA

03	CS225	OF-722 BENCH @ ENTRY, EST QTY	2	EA	444.31	888.62
03	FLO550	OF-603 PLANTER, 24" @ ENTRY, EST QTY	1	EA	321.30	321.30
03	FLO551	OF-604 PLANTER, 21" @ ENTRY, EST QTY	1	EA	340.20	340.20
03	FLO552	OF-605 PLANTER, 16" @ ENTRY, EST QTY	1	EA	275.10	275.10
03	SIGN225	SIGNAGE, ALLOWANCE	1	LT	18,315.00	18,315.00

Department:

PUBLIC AREA \$20,140.22

Department: PUBLIC RESTROOM

03	LT225	PA-203 CEILING LIGHT @ PUBLIC & POOL RESTROOM	3	EA	170.63	511.89
03	MIR225	PA-507 MIRROR @ PUBLIC & POOL RESTROOM	3	EA	70.67	212.01
03	WV225 (ALT)	(ALT) WALL VINYL @ PUBLIC RESTROOM	90	LY	6.99	629.10

Department:

PUBLIC RESTROOM \$1,353.00

Category: 03 PUBLIC AREAS \$21,493.22

Department: LOBBY

03A	ACC200	OPTION - ACCESSORIES @ MEDIA WALL, ALLOWANCE	1	LT	1,500.00	1,500.00
03A	ART200	OPT-PA-505 ARTWORK @ EXTENDED LOBBY	1	EA	121.38	121.38
03A	CS200	PA-806 IRON SIDE TABLE @ LOUNGE CHAIRS	1	EA	238.35	238.35
03A	CS201	PA-803 HALF ROUNDED TABLE @ BANQUETTE	4	EA	229.95	919.80
03A	CS201B	PA803.1 BASE @ HALF ROUNDED TABLE	4	EA	222.60	890.40
03A	CS202	PA-805 LOG SIDE TABLE @ BANQUETTE	1	EA	299.07	299.07
03A	CS203	PA-802 RECTANGULAR TABLE, 2 TOP @ BANQUETTE	2	EA	216.30	432.60
03A	CS203B	PA-802.1 TABLE BASE @ RECTANGULAR 2 TOP	2	EA	222.60	445.20

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Carver & Associates
Hospitality Contract Services

Quote

December 12, 2018

Project#: JS1870

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Cat	Item	Description	Qty	UM	Cost	Total
03A	CS207	PA-801 ROUND TABLE, 30" @ OCTAGON OTTOMANS	1	EA	179.55	179.55
03A	CS207B	PA-801.1 TABLE BASE @ 30" ROUND TABLE	1	EA	116.55	116.55
03A	CS208	PA-800 ROUND TABLE, 24" @ LOUNGE CHAIRS	1	EA	141.75	141.75
03A	CS208B	PA-800.1 TABLE BASE @ 24" ROUND TABLE	1	EA	116.55	116.55
03A	CS209	PA-807 METAL FRAME SIDE TABLE @ BANQUETTE	1	EA	236.25	236.25
03A	EL200	EQ- TELEVISION, 55IN LED, BY OWNER	0	EA	861.00	0.00
03A	EL200A	EQ SK SECURITY KIT, ALLOW,BY OWNER	0	EA	20.00	0.00
03A	EL200B	EQ -WLMT WALL MOUNT, ALLOWBY OWNER,	0	EA	80.00	0.00
03A	F-CPT200	CP-01 CARPET TILE W/PAD @ FRONT DESK, EST QTY	60	SY	24.68	1,480.80
03A	F-VB200	VB-02 VINYL BASE, 4.56" @ LOBBY/BREAKFAST AREA, EST	250	LF	1.70	425.00
03A	LT200	PA-200 LARGE PEND LAMP @ BANQUETTE	1	EA	397.95	1,193.85
03A	LT201	PA-202 TABLE LAMPS @ FRONT WINDOW PERCH	2	EA	129.47	258.94
03A	LT204	PA-205 FLOOR LAMP @ FITNESS ENTRANCE	1	EA	198.45	198.45
03A	UPH200.1	PA-100 ARMLESS BANQUETTE SECTION @ LOBBY, W/ POWER	2	EA	1,062.60	2,125.20
03A	UPH200.2	PA-100 LEFT BANQUETTE SECTION @ LOBBY, W/ POWER	2	EA	1,062.60	2,125.20
03A	UPH200.3	PA-100 RIGHT BANQUETTE SECTION @ LOBBY, W/ POWER	2	EA	1,062.60	2,125.20
03A	UPH200FB	PA-100.2 FABRIC @ BANQUETTE BACK, EST QTY	20	LY	20.98	419.60
03A	UPH200FS	PA-100.1 FABRIC @ BANQUETTE SEAT, EST QTY	30	LY	24.10	723.00
03A	UPH200P1	PA-101 PILLOW 1 @ BANQUETTE, EST QTY	5	EA	25.20	126.00
03A	UPH200P1F	PA-101.1 FABRIC @ PILLOW 1, EST QTY	5	LY	24.10	120.50
03A	UPH200P2	PA-102 PILLOW 2 @ BANQUETTE, EST QTY	5	EA	25.20	126.00
03A	UPH200P2F	PA-102.1 FABRIC @ PILLOW 2, EST QTY	5	LY	36.75	183.75
03A	UPH200P3	PA-103 PILLOW 3 @ BANQUETTE, EST QTY	5	EA	25.20	126.00
03A	UPH200P3F	PA-103.1 FABRIC @ PILLOW 3, ETS QTY	5	LY	26.20	131.00
03A	UPH201	PA-104 LOUNGE CHAIR @ 24" ROUND TABLE	2	EA	230.77	461.54
03A	UPH201F	PA-104.1 FABRIC @ LOUNGE CHAIR, EST QTY, ALLOWANC	6	LY	19.90	119.40
03A	UPH202	PA-105 LOUNGE CHAIR @ IRON SIDE TABLE	2	EA	609.00	1,218.00

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Cat	Item	Description	Qty	UM	Cost	Total
03A	UPH202F	PA-105.1 FABRIC @ UPHOLSTERED LOUNGE CHAIR,EST QTY	12	LY	23.05	276.60
03A	UPH203	PA-106 LOUNGE CHAIR @ METAL SIDE TABLE	2	EA	299.25	598.50
03A	UPH203F	PA-106.1 FABRIC @ UPHOLSTERED LOUNGE CHAIR,EST QTY	12	LY	21.47	257.64
03A	UPH203P	PA-107 PILLOW @ UPHOLSTERED LOUNGE CHAIR	2	EA	18.90	37.80
03A	UPH203PF	PA-107.1 FABRIC @ LOUNGE CHAIR PILLOW, EST QTY	2	LY	26.20	52.40
03A	UPH204	PA-109 LOUNGE CHAIR @ BANQUETTE	1	EA	418.95	418.95
03A	UPH204F	PA-109.1 FABRIC @ LOUNGE CHAIR, EST QTY	6	LY	27.83	166.98
03A	UPH205	PA-110 DINING CHAIR, GREEN @ HALF ROUNDED TABLE	2	EA	118.13	236.26
03A	UPH206	PA-111 DINING CHAIR, GREY @ 2-TOP DINING TABLE	2	EA	118.13	236.26
03A	UPH207	PA-112 DINING CHAIR, UPH SEAT @ HALF ROUNDED TABLE	2	EA	283.50	567.00
03A	UPH207F	PA-112.1 FABRIC @ DINING CHAIR SEAT, EST QTY	2	LY	24.10	48.20
03A	UPH208	PA-113 OCTAGON OTTOMAN @ BANQUETTE	4	EA	114.45	457.80
03A	UPH208F	PA-113.1 FABRIC @ OCTAGON OTTOMAN, EST QTY	8	LY	24.10	192.80
03A	UPH210	PA-108 WOODEN COUNTER STOOL @ WINDOW PERCH,ALLOW	7	EA	224.44	1,571.08
03A	UPH211	PA-119 WOODEN ARM CHAIR @ BANQUETTE	1	EA	630.00	630.00
03A	UPH212	PA-108 WOODEN COUNTER STOOL @ EXTENDED LOBBY PERCH	5	EA	224.44	1,122.20
03A	UPH215	PA-118 BENCH @ FITNESS ENTRANCE	1	EA	343.35	343.35
03A	UPH215F	PA-118.1 FABRIC @ BENCH, EST QTY	3	LY	26.20	78.60
03A	WD200	PA-402 ROLLER SHADE @ LOBBY, EST QTY, ALLOWANCE	6	EA	468.30	2,809.80
03A	WV200 ALT	CUST-WALL VINYL @ LOBBY/BREAKFAST/VESTIBULE, EST	240	LY	6.99	1,677.60

Department: LOBBY \$31,104.70

Category: 03A LOBBY \$31,104.70

30 MEETING ROOM

Department: MEETING

03D	ART300	PA-506 ARTWORK @ MEETING ROOM, EST QTY	1	EA	102.38	102.38
03D	CS300	PA-901 FOLDING TABLE, 30" @ MEETING ROOM, EST QTY	8	EA	396.90	3,175.20

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Cat	Item	Description	Qty	UM	Cost	Total
03D	CS301	OPT- PA-902 FOLDING TABLE, 18" @ MEETING ROOM	0	EA	330.75	0.00
03D	F-CPT300	CP-02 D CARPET TILE W/PAD @ MEETING ROOM, EST QTY	90	SY	24.68	2,221.20
03D	F-VB300	VB-02 VINYL BASE, 4.56" @ MEETING ROOM, EST QTY	100	LF	1.70	170.00
03D	UPH301	PA-904 STACK CHAIR @ MEETING ROOM, W/ FABRIC	16	EA	92.52	1,480.32
03D	WD300	PA-405 BO ROLLER SHADES @ MEETING ROOM, ALLOWANCE	1	EA	522.90	522.90
03D	WV300 ALT	CUST - WALL VINYL @ MEETING ROOM, EST QTY	60	LY	6.49	389.40
03D	WV301	WC-09 ACCENT WALL VINYL @ MEETING ROOM	30	LY	6.49	194.70

Department: MEETING \$8,256.10

PRELIMINARY

Category: 03D MEETING ROOM \$8,256.10

Department: BREAK ROOM

03H	CS850	BOH-812 TABLE @ BREAKROOM	1	EA	247.30	247.30
03H	EL800	EQ-4900 40IN LED @ BREAKROOM, BY OWNER	0	EA	465.15	0.00
03H	EL800A	EQ-4900-W/MT WALL MOUNT FOR 40IN TV, ALLOW BY OWNER	0	EA	80.00	0.00
03H	EL800B	IF-4900-SK SECURITY KIT FOR WALL MOUNT, ALLOW BY O	0	EA	20.00	0.00
03H	EQP800	REFRIGERATOR/FREEZER, BREAKROOM, ALLOWANCE	1	EA	536.55	536.55
03H	EQP801	MICROWAVE, BREAKROOM, ALLOWANCE	1	EA	156.45	156.45
03H	MSC800	LOCKER SECTION, 6 LOCKERS PER SET, ALLOW	1	ST	614.25	614.25
03H	UPH800	PA-904 STACK CHAIR @ BREAKROOM	6	EA	114.21	685.26

Department: BREAK ROOM \$2,239.81

Category: 03H BREAK ROOM \$2,239.81

Department: BREAKFAST

03M	CS250	PA-804 2 COMMUNAL TABLES & BASES @ BREAKFAST AREA	1	EA	7,854.00	7,854.00
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Cat	Item	Description	Qty	UM	Cost	Total
03M	UPH250	PA-114-116 WOODEN COUNTER STOOL @ COMMUNAL TABLE	12	EA	265.55	3,186.60
03M	WD250	PA-403 DRAPERY PANELS @ BREAKFAST AREA	1	EA	627.90	627.90
03M	WD250F	PA-403.1 FABRIC @ DRAPERY PANELS, EST QTY	23	LY	12.58	289.34
03M	WV250	WC-10 ACCENT WALL VINYL @ SEVERY WALL, EST QTY	30	LY	8.75	262.50

Department:

BREAKFAST

\$12,220.34

Category: 03M BREAKFAST AREA

\$12,220.34

03N PATIO

Department: PATIO

03N	CS575	OF-708 DINING TABLE, 4-TOP @ OUTDOOR PATIO	3	EA	255.15	765.45
03N	CS576	OF-704 CUBE TABLE @ OUTDOOR PATIO BENCH	5	EA	242.83	1,214.15
03N	CS577	OF-705 C-TABLE @ OUTDOOR PATIO BENCH	3	EA	168.00	504.00
03N	CS578	OF-706 SIDE TABLE @ OUTDOOR PATIO, BLUE	2	EA	157.34	314.68
03N	CS579	OF-707 SIDE TABLE @ OUTDOOR PATIO, BLUE	1	EA	142.46	142.46
03N	CS580	OPT - OF-711 COUNTER TABLE @ PATIO	2	EA	958.94	1,917.88
03N	CS581	OF-710 DINING TABLE W/ UMBRELLA, 4-TOP @ PATIO	2	EA	246.65	493.30
03N	MSC575	OF-721 UMBRELLA @ PATIO	2	EA	468.02	936.04
03N	MSC575B	BASE @ PATIO UMBRELLA	2	EA	229.16	458.32
03N	UPH575 ALT	OF-702 LOUNGE CHAIR @ PATIO	3	EA	280.00	840.00
03N	UPH575F ALT	FABRIC @ OUTDOOR LOUNGE CHAIR (ALT)	3	LY	16.75	50.25
03N	UPH576	OF-700 BENCH @ OUTDOOR LOUNGE, W/ CUSHION & PILLOW	8	EA	1,081.95	8,655.60
03N	UPH576F ALT	CUST- FABRIC @ BENCH SEAT & BACK, EST QTY	40	LY	17.25	690.00
03N	UPH577	OF-712 DINING CHAIR.W/ HOLES@ PATIO/OUTDOOR LOUNGE	20	EA	246.75	4,935.00
03N	UPH578	OF-702 BENCH, NO BACK @ OUTDOOR LOUNGE, W/ CUSHION	1	EA	1,027.69	1,027.69
03N	UPH578F	OF-702.1 FABRIC @ BACKLESS BENCH, EST QTY	7	LY	44.05	308.35
03N	UPH579	OF-703 OTTOMAN @ OUTDOOR LOUNGE	2	EA	585.64	1,171.28
03N	UPH579F	OF-703.1 FABRIC @ OTTOMAN, EST QTY	10	LY	24.13	241.30

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**Carver & Associates****Hospitality Contract Services****Quote**

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Cat	Item	Description	Qty	UM	Cost	Total
03N	UPH579F ALT	ALT FABRIC @ OUTDOOR OTTOMAN	10	LY	24.13	241.30
03N	UPH580	OF-713 STEEL COUNTER STOOL, GREY @ PATIO	6	EA	167.84	1,007.04
03N	UPH581	OF-714 STEEL COUNTER STOOL, BLUE @ PATIO	6	EA	184.63	1,107.78

Department: **PATIO** **\$27,021.87**

Category: 03N PATIO **\$27,021.87**

POOL						
Department:	POOL					
03P	CS550	OF-709 DINING TABLE, 2-TOP @ POOL	2	EA	157.34	314.68
03P	CS552	OF-717 ADIRONDACK TABLE @ POOL	1	EA	276.73	276.73
03P	CS553	OF-706 SIDE TABLE @ CHAISE LOUNGE, BLUE	2	EA	157.34	314.68
03P	FLO550	OF-603 PLANTER, 24" @ POOL, EST QTY	5	EA	321.30	1,606.50
03P	FLO551	OF-604 PLANTER, 21" @ POOL, EST QTY	5	EA	340.20	1,701.00
03P	FLO552	OF-605 PLANTER, 16" @ POOL, EST QTY	5	EA	275.10	1,375.50
03P	MSC550	OF-720 TOWEL HAMPER/BIN @ POOL	1	EA	527.27	527.27
03P	MSC551	OF-719 TOWEL RACK @ POOL	1	EA	888.30	888.30
03P	MSC552	OF-721 UMBRELLA @ POOL	1	EA	468.02	468.02
03P	MSC552B	BASE @ POOL UMBRELLA	2	EA	229.16	458.32
03P	UPH550	OF-715 LEAF DINING CHAIR @ POOL	4	EA	129.94	519.76
03P	UPH551	OF-712 DINING CHAIR, W/ HOLES, GREEN @ POOL	8	EA	246.75	1,974.00
03P	UPH552	OF-718 CHAISE LOUNGE @ POOL	4	EA	696.15	2,784.60
03P	UPH553	OF-716 ADIRONDACK CHAIR @ POOL	4	EA	323.99	1,295.96
03P	UPH553P	OF-716.1 SEAT CUSHION @ ADIRONDACK CHAIR, ALLOW	4	EA	33.60	134.40

Department: **POOL** **\$14,639.72**

Category: 03P POOL **\$14,639.72**

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Carver & Associates
Hospitality Contract Services

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Cat	Item	Description	Qty	UM	Cost	Total
Department: EXERCISE ROOM						
03R	CS500	PA-811 SIDE TABLE @ CHAIRS, FITNESS	1	EA	242.83	242.83
03R	EL500	EQ-4900 40IN LED @ FITNESS, BY OWNER	0	EA	465.15	0.00
03R	EL500A	EQ-4900-WLMT WALL MOUNT FOR 40IN TV, ALLOW, BY OWNE	0	EA	80.00	0.00
03R	EL500B	IF-4900-SK SECURITY KIT FOR WALL MOUNT, ALLOW, BY O	0	EA	20.00	0.00
03R	EQP500	TREADMILL, WITH PVS, ALLOWANCE	2	EA	3,869.25	7,738.50
03R	EQP501	ELLIPTICAL FITNESS TRAINER, W/ PVS, ALLOWANCE	2	EA	4,205.25	8,410.50
03R	EQP502	RECUMBENT BICYCLE, WITH PVS, ALLOWANCE	1	EA	2,945.25	2,945.25
03R	EQP503	KETTLE BELLS, 5-50LB	1	ST	573.81	573.81
03R	EQP503R	KETTLE BELL RACK	1	EA	577.50	577.50
03R	EQP504	SUPERBENCH, ALLOWANCE	2	EA	785.40	1,570.80
03R	EQP505	FTS GLIDE STRENGTH SYSTEM, ALLOWANCE	1	EA	2,651.25	2,651.25
03R	EQP506	MEDICINE BALLS & RACK, ALLOWANCE	1	EA	250.81	250.81
03R	EQP507	DELUXE STABILITY BALL & BASE, ALLOWANCE	1	EA	45.68	45.68
03R	EQP508	EXERCISE MATS, ALLOWANCE	2	EA	51.45	102.90
03R	EQP509	FOAM ROLLER, ALLOWANCE	1	EA	29.40	29.40
03R	EQP509B	FOAM ROLLER & MAT STORAGE, ALLOWANCE	1	EA	78.70	78.70
03R	EQP510	WATER COOLER & CUP DISPENSER	1	EA	863.63	863.63
03R	EQP510A	STANDARD CUPS, 2500 COUNT	1	BX	81.49	81.49
03R	EQP511	PLYO BOXES	2	EA	448.84	897.68
03R	F-CPT500	VF-01 RUBBER TILE FLOORING, EST QTY	900	SF	5.72	5,148.00
03R	F-VB500	VB-03 VINYL BASE, 4" @ FITNESS, EST QTY, 60'/CS	3	CS	102.72	308.16
03R	INST500	EXERCISE EQUIPMENT INSTALLATION, ALLOWANCE	1	LT	2,500.00	2,500.00
03R	MIR500	FLUSH MOUNT MIRROR FRAME @ FITNESS	2	EA	819.00	1,638.00
03R	MSC501	(A) PA-810 TOWEL & FOLDING STATION, BY OWNER	0	EA	0.00	0.00
03R	MSC503	(A) PA-600 TOWEL HAMPER	1	EA	105.00	105.00
03R	MSC504	(A) PA-600.1 LAUNDRY BAG @ TOWEL HAMPER	1	EA	36.33	36.33

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Cat	Item	Description	Qty	UM	Cost	Total
03R	MSC505	GYM WIPE DISPENSER & WASTE CAN. ALLOWANCE	1	EA	514.40	514.40
03R	MSC505A	ANTIBACTERIAL GYM WIPES, ALLOWANCE	1	PK	72.35	72.35
03R	MSC507	DECORATIVE TRASHCAN, ALLOW	1	EA	290.00	290.00
03R	MSC511	RULES SIGN, GRAPHICS @ TOWEL STATION, BY OWNER	0	ST	0.00	0.00
03R	MSC512	CLOCK @ FITNESS CENTER, ALLOW	1	EA	26.24	26.24
03R	UPH500	(A) PA-809 ADIRONDACK CHAIR @ EXERCISE, ALLOW	2	EA	323.99	647.98
03R	UPH500P	(A) PA-809.1 CUSHION FOR ADIRONDACK CHAIR, ALLOW	2	EA	33.60	67.20
03R	WD500	(A) PA-400 ROLLER SHADE @ FITNESS, LARGE ALLOWANCE	1	EA	589.05	589.05
03R	WD501	(A) PA-400 ROLLER SHADE @ FITNESS, SMALL ALLOWANCE	2	EA	435.75	871.50
03R	WV500 ALT	CUST- MAIN WALL VINYL @ FITNESS/LAUNDRY, EST QTY	120	LY	6.99	838.80
03R	WV501	WC-06 ACCEPT WALL VINYL @ EXERCISE ROOM, EST QTY	3	LY	7.10	213.00
Department:						EXERCISE ROOM \$40,926.74

Category: 03R EXERCISE RM \$40,926.74

03S ADMINISTRATION						
Department: ADMIN						
03S	F-CPT650	CP-05 CARPET TILE W/PAD @ OFFICES, EST QTY	90	SY	19.11	1,719.90
03S	F-VB650	VB-02 VINYL BASE, 4.56" @ OFFICES, EST QTY 60'/CS	2	CS	53.54	107.08
03S	WV650 ALT	CUST-WALL VINYL @ OFFICES, EST	90	LY	6.99	629.10
Department:						ADMIN \$2,456.08

Category: 03S ADMINISTRATION \$2,456.08

03T BUSINESS CENTER						
Department: BUSINESS CTR.						
03T	ART600	PA-500 ARTWORK @ BUSINESS CENTER	1	EA	125.82	125.82
03T	ART601	PA-501 ARTWORK @ BUSINESS CENTER	1	EA	231.00	231.00

"Note: This is a preliminary budget to be used only for reference purposes and is subject to change based on the final design specifications."



Carver & Associates
Hospitality Contract Services

Quote

December 12, 2018

Project#: JS1870

ALAMOGORDO, NM - HOME 2 SUITES

Salesperson:

CLIENT:

ALAMOGORDO, NM - HOME 2 SUITES
MESA VILLAGE DR
ALAMOGORDO, NM 88310
Phone: Fax:
Attn:

PROPERTY:

ALAMOGORDO, NM - HOME 2 SUITES
MESA VILLAGE DR
ALAMOGORDO, NM 88310
Phone: Fax:
Attn:

Cat	Item	Description	Qty	UM	Cost	Total
03T	LT600	PA-201 PENDANTS @ BUSINESS CENTER	2	EA	103.69	207.38
03T	UPH600	PA-117 TASK CHAIR. BLACK FRAME@ BUSINESS CENTER	2	EA	373.38	746.76

Department: BUSINESS CTR. \$1,310.96

Category: 03T BUSINESS CENTER \$1,310.96

SALES TAX

Department: TAX

94 TAX900 ESTIMATED SALES TAX, 5.125% 1 LT 66,527.68 66,527.68

Department: TAX \$66,527.68

PRELIMINARY

Category: 94 SALES TAX \$66,527.68

FREIGHT

Department: FREIGHT

98 FRT900 FREIGHT 1 LT 107,182.66 107,182.66

Department: FREIGHT \$107,182.66

Category: 98 FREIGHT \$107,182.66

Total for: JS1870 ALAMOGORDO, NM - HOME 2 SUITES \$1,364,628.82

"Note: This is a preliminary budget to be used only for reference purposes and is subject to change based on the final design specifications."

Agreement for Sale of Goods

WHEREAS, Carver & Associates, the *Seller*, is engaged in the business of selling furniture, fixtures, equipment and other goods and merchandise and _____, the *Buyer*, desires to purchase from *Seller*, certain Home 2 located Alamogordo, NM. For and in consideration of the *Seller*, hereby agreeing to sell and the undersigned, *Owner*, hereby agrees to buy, those items of personal property described in this quote, for the total purchase One Million Three Hundred Sixty Four Thousand Six Hundred Twenty Eight dollars and 82/100 including freight, local, state and federal taxes, and, here applicable, insurance, tariffs and duties.

Now, therefore, in consideration of the premises, and their mutual promises made one unto another, the sufficiency of which are hereby acknowledged, the parties hereto do agree as follows: that freight is an estimated amount included in this quote which will be adjusted up or down upon a final audit by Carver & Associates, at the end of the project to identify the total actual cost of charges to the project. The *Buyer* is also required to provide and is responsible for verification of estimated quantities that have been noted in this item list for wall vinyl and carpet. It is required that these estimated quantities be confirmed by the Owner, Installer, or Contractor, prior to delivery of these items and that the total responsibility shall not be solely that of Carver & Associates.

Delivery of goods shall be made to *Buyer* at the above mentioned property. *Buyer* has the right to examine the Goods on arrival and has 7 (seven) days to notify *Seller* of any claim for damages on account of the condition, grade or quality of the *Goods*. That said notice must be specifically set forth the basis of his claim, and that his failure to either notify *Seller* within the stipulated period of time or to set forth specifically the basis of his claim will constitute irrevocable acceptance of the *Goods*.

Upon invoice from *Seller*, *Buyer* shall pay the total amount of each invoice for the *Goods* as set forth in the Item list.

In the event the account defaults, all delivery of *Goods* will be halted until payment is received. If collections or legal action is deemed to be necessary, the rate for that action will be determined by prevailing court costs and attorney fees and will be the responsibility of the *Buyer*. An interest rate of 1.5% will also be assessed to the entire balance.

This writing constitutes the basic understanding of the parties with respect to the subject matter hereof. No amendment shall be effective unless in writing signed by the parties hereto. Any notice or written communication between either party shall be directed to the following address

If to *Buyer*:

Name Home 2

Address _____

State: Alamogordo, NM

If to the *Seller*:

Carver & Associates

Attn: Terri Smith

153 West Ellis Road

Griffin, Georgia 30223

This Agreement shall be binding upon, and insure to the benefit of, the successors, assigns and legal representatives of both Parties. *Seller* and *Buyer* agree that their respective rights hereunder may not be assigned by the other Party without their written consent. Both parties have entered into this Agreement for Sale of Goods the day and date set forth above.

BUYER

By: _____

Name: _____

Title: _____

Date: _____

Witness: _____

Date: _____, 20____

SELLER

By: _____

Name: Terri Smith

Title: Director of Operations

Date: 11/21/18

Witness: _____

Date: 11/21/18, 2018

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/20/2019

Report No: 14.

Submitted By: Petria Schreiber

Subject: Consider, and act upon, Ordinance 1590 for first publication, Amending Sections of Chapter 7 of the Alamogordo Code of Ordinances. (*Petria Schreiber, City Attorney, Dwain Martinez, Animal Control Manager and Walter Oppie, Animal Control Officer*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: This chapter, written and revised by Animal Control officers, looked at and commented on by the public, adds additional protections in for animals and strengthens and makes more clear current ordinances.

ORDINANCE 1590 AMENDING CHAPTER 7 OF THE ALAMOGORDO CODE OF ORDINANCES REGARDING ANIMAL CONTROL

WHEREAS, the City of Alamogordo, New Mexico and its commissioners recognize that the ordinances regarding Animal Control have not been updated in many years;

WHEREAS, the City Commission wishes to strengthen and update its ordinances to be more in line with the needs of animal control today; and

WHEREAS, the City Commission recognizes animals as important and in need of protection;

BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico that Chapter 7 of the *Code of Ordinances* be amended as follows:

Chapter 7 - ANIMAL CONTROL

ARTICLE 7-01. - IN GENERAL

7-01-010. - Definitions.

Adjoining lot or parcel of land means any lot or parcel of land which in any way and at any point abuts, adjoins or otherwise meets the property line of another lot or parcel of land and includes a lot or parcel of land which is divided by a dedicated street, alley or other public right-of-way, and which but for the street, alley or public-right-of-way would be abutting, adjoining or otherwise meeting the property line of another lot or parcel of land.

Adequate food means access to and the provision of food that is appropriate to the species and sufficient quantity to maintain each animal in good health; is easily accessible to each animal; is provided in a clean and sanitary manner.

Adequate living area means adequate space for exercise suitable to the age, size, species, and breed of the animal and includes adequate shelter and water.

Adequate shelter means provision of and access to shelter that is suitable for species, age, condition, size, and type of each animal.

(1) Shelter for animals shall consist of one of the following:

- a. Inside the residence of the animal's owner.
- b. A shelter that is an enclosed structure of appropriate dimensions for the breed and size of the animal, consisting of 3 solid walls, a solid roof, a floor that is raised off of the ground, and suitable insulation protecting the animal from the elements. The shelter shall be structurally sound and of solid construction with no cracks, open seams, or holes and the entire structure shall be leak proof. The shelter shall be maintained in good repair to protect the animal from injury. The shelter shall be free of standing water or mud, unless such standing water or mud is appropriate to maintain good health. The shelter shall contain suitable bedding as appropriate to species and/or insulation suitable for the breed when the outdoor temperature is below 45 degrees unless the shelter is heated. The shelter shall have adequate

ventilation. The shelter shall be sufficient in size to allow each animal to stand up, turn around, lie down, and stretch comfortably. Areas beneath a car, truck, mobile home, or machinery do not qualify as shelter.

Adequate water means constant access to a supply of unfrozen, potable water provided in a sanitary manner suitable for the species, in sufficient amounts to maintain good health.

Africanized honey bee means any hybrid bee that is a cross between *Apis mellifera* and *Apis mellifera* scutellata.

Animal is any living nonhuman mammal, bird, reptile, or amphibian.

Apiary means the assembly of one (1) or more colonies of bees at a single location.

At large means any animal free from physical restraint beyond the boundaries of the owner's fenced in premises.

Beekeeper means a person who owns or has charge of one (1) or more colonies of bees.

Beekeeping equipment means anything used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom boards and extractors.

Bite means an actual puncture or tear of the skin inflicted by the teeth of an animal.

Colony or hive means an aggregate of bees consisting principally of workers, but having, when perfect, one (1) queen and at times many drones, including brood, combs, honey and the receptacle inhabited by the bees.

Exotic animal is any:

- (1) Carnivore weighing over fifteen (15) pounds other than a domestic dog or domestic cat;
- (2) Venomous reptile;
- (3) Hoofed mammal not defined as livestock; or
- (4) Other animal, the keeping of which may pose a danger to the animal, other animals, or humans.

Feral Animal means an individual animal of a domesticated species that is not behaviorally compatible with humans, and is therefore not suitable to serve as a pet, companion animal, or work animal. Feral cats include all cats that by physical aspect and behavior are deemed to be un-owned and have been trapped for purposes of improving public health and limiting reproduction.

Harbor means to allow, wither intentionally or unintentionally, any stray animal to linger on one's premises by feeding such animal without making all effective provisions for such animal as required by this chapter. Persons harboring an animal shall be subject to the provisions of this chapter applicable to a person owning or having custody, the care, or control of the animal.

Honeybee means all life stages of the common domestic honey bee, *Apis mellifera* species.

Household is one (1) or more persons occupying the premises and living as a single housekeeping unit as distinguished from a group occupying a boarding house, lodging house or hotel.

Keeper is a person in charge of or having control of an animal, regardless of ownership.

Kennel, commercial is any commercial establishment or commercial premises where five (5) or more animals, over four (4) months of age are boarded, kept or maintained for any purpose whatsoever, with the exception of state inspected veterinary hospitals, seeing eye dog sites, pet shops, grooming parlors, or the city animal control shelter.

Licensed veterinarian means an individual with a doctor of veterinary medicine degree who is licensed to practice in the state.

Livestock is any horse, donkey, cow, sheep, goat, pig (except for Vietnamese miniature potbelly pigs or pygmy goats weighing fifty (50) pounds or less) or any similar animal.

Nonresidential district means any zoning district in which residences cannot be established by right, except for accommodations for bona fide shift workers in conjunction with a legally established industrial use.

Owner is any person who acknowledges ownership of an animal or who harbors, keeps, or knowingly causes or knowingly permits any animal to be harbored, kept, or has care of an animal or who permits an animal to remain on or about that person's premises for five (5) or more consecutive days.

Owner impound means the owner of an animal in which he or she relinquishes all rights and title of the animal to the animal control facility.

Pet means any dog, cat, rabbit, amphibian, reptile, caged bird, aquarium fish, and caged rodent or caged ferret.

Pet shop is any person, partnership or corporation engaged in the business of breeding, buying, selling or exchanging animals of any species.

Poultry is any chicken, duck, goose, turkey or similar bird.

Quarantine means the strict isolation of a potential rabies suspect animal for a ten-day observation period at a place and in a manner designated by the animal control officer and approved by a field health office.

Residential district means any zoning district in which residences can be established by right.

Restraint means any of the following

- (1) To be under the immediate control of a capable person.
- (2) To be secured by a tether confining the animal within the owner's premises.
- (3) To be secured within an escape-proof enclosure within the owner's premises.

Service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks. Alerting individuals who are deaf or hard of hearing to the presence of people or sounds. Providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens. Retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities.

Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

Sexual abuse of animals means intentionally engaging in sexual intercourse, cunnilingus, fellatio, or anal intercourse with an animal or the causing of penetration, to any extent and with any object, to the genital or anal openings of an animal, whether or not there is any emission.

Sterilized means to be rendered permanently incapable of reproduction.

Tract means a contiguous parcel of land under common ownership.

Vicious animal is any animal that attacks, bites or physically injures human beings or domestic animals without adequate provocation, or which, because of temperament or training, has a known propensity to attack, bite, or physically injure human beings or domestic animals. Any animal that without provocation has bitten or attacked a human being or other animal shall be prima facie presumed vicious.

Wildlife is any non-domesticated animal that is indigenous to region.

(Ord. No. 682, § 2, 8-14-84; Ord. No. 933, § 2, 12-12-94; Ord. No. 1180, § 1, 12-9-03; Ord. No. 1447, § 1, 10-22-13; Ord. No. 1493, art. 1, 4-14-15)

7-01-020. - Keeping restrictions.

(a) Except as otherwise provided in this section, it is unlawful to keep any livestock, poultry, exotic, or wild animals in the city.

(b) Subsection (a) shall not apply to:

(1) The keeping of 3 Vietnamese miniature potbelly pigs or 3 pygmy goats weighing no more than fifty (50) pounds or a mix of no more than 3 total, 3 female chickens or 3 ducks or a mix of no more than 3 total, or the operation of pet stores, veterinary offices or hospitals, commercial kennels, or livestock in zoning districts where the use or keeping is specifically permitted.

(2) Public zoos, or carnivals and circuses licensed as such.

(3) Fairs, petting zoos or other special events lasting less than two (2) weeks.

(4) The keeping of any animal at an approved research institution.

(c) Vicious animals. It is unlawful for any person to keep or harbor any vicious animal. Any person attacked by a vicious animal may use reasonable force to repel the attack. After a judicial determination that an animal is vicious, the owner or keeper of such vicious animal shall destroy it humanely or release such animal to the animal control center for destruction.

(d) Restrictions on the keeping of bees. Except as otherwise provided in this article, it is hereby declared to be a nuisance and it shall be unlawful for any person to keep bees on any lot or parcel of land keep within the city. The authorized keeping of bees, and associated beehives, shall be governed by the following regulations.

(1) General regulations.

a. Apiary registration. No person may own or maintain an apiary within the city without first registering all apiaries with the city. Registration shall be made in writing and upon such form or in such format as established by the city, and shall be accompanied by the prescribed registration fee in the amount established from time to time by resolution of the city commission. Non-property owners that wish to own or maintain an apiary on property that the non-property owner is renting, or otherwise occupying with the permission of the property owner, must include written permission from the property owner or landlord that explicitly indicates that the non-property owner has permission to own or maintain an apiary on the subject property. Such written permission shall be supplied to the city as part of the apiary registration.

b. Hive type. No beekeeper shall keep or maintain bees in any hive other than a modern movable frame hive which permits thorough examination of every comb.

c. Fencing of flyways. In each instance in which any colony is situated within twenty-five (25) feet of a public or private property line of the tract upon which the apiary is situated, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least six (6) feet in height consisting of a solid wall, fence, dense vegetation or combination thereof that is parallel to the property line and extends ten (10) feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six (6) feet above ground level over the property lines in the vicinity of the apiary.

d. Water. Each beekeeper shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not congregate at swimming pools, bibcocks, pet watering bowls, bird baths or other water sources where they may cause human, bird or domestic pet contact.

e. General maintenance. Each beekeeper shall ensure that no bee comb or other materials that might encourage robbing are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.

f. Queens. All colonies shall be maintained with marked queens. In any instance in which a colony exhibits unusual aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition toward swarming, it shall be the duty of the beekeeper to promptly re-queen the colony with another marked queen. Queens shall be selected from European stock bred for gentleness and non-swarming characteristics.

g. Prohibitions. No Africanized bees may be kept on a property under the regulations of this section unless kept for the purpose of propagating beneficial bees.

h. Marking hives. The beekeeper shall conspicuously post a sign setting forth his name and telephone number.

i. Application to code enforcement. Anyone proposing to keep bees on a property in the city or to expand such use shall apply for approval from the code enforcement department, which shall determine if the application is in compliance with regulations regarding permitted placement of beehives, flyway barriers, and other structures used in the keeping of bees and whether the property is occupied by a condemned building.

(2) In residential districts. In residential districts, the following regulations shall apply.

a. Notification required. Any person proposing to keep an apiary on any property located in the city, or to expand any such use, shall first provide, by mail or personal delivery, written notice to the owner of all adjoining lots or parcels of land prior to registering the apiary as required by section 7-01-020(c)(1)A of this article and shall certify the same to the city at the time of registration.

b. Colony densities. It shall be unlawful to keep more than the following number of colonies on any tract within the city, based upon the size or configuration of the tract on which the apiary is situated:

1. Less than two thousand four hundred (2,400) square feet in area—no colonies.
2. One-quarter ($\frac{1}{4}$) acre or less tract size—two (2) colonies.
3. More than one-quarter ($\frac{1}{4}$) acre but less than one-half ($\frac{1}{2}$) acre tract size—four (4) colonies.
4. More than one-half ($\frac{1}{2}$) acre but less than one (1) acre tract size—six (6) colonies.
5. One (1) acre or larger tract size—eight (8) colonies.
6. Regardless of tract size, where all hives are situated at least two hundred (200) feet in any direction from all property lines of the tract on which the apiary is situated, there shall be no limit to the number of colonies.

For each two (2) colonies authorized under this section, colony densities there may be maintained upon the same tract one (1) nucleus colony in a hive structure not exceeding one (1) ten-frame hive body with no supers attached as required from time to time for management of swarms. Each such nucleus colony shall be disposed of or combined with an authorized colony within thirty (30) days after the date is acquired.

a. Location and setbacks. No beehive shall be kept closer than five (5) feet to any lot line and ten (10) feet to a dwelling or the permitted placement of a dwelling on another parcel, and no beehive shall be kept in a required front yard or side street yard. The front of any beehive shall face away from the property line of the residential property closest to the beehive.

b. Lots without a primary residence. Notwithstanding the provisions of chapter 29 of the Alamogordo Code of Ordinances regarding accessory uses, bee keeping is a permitted accessory use and may be kept on a lot that is vacant or has no occupied residence.

c. Written permission; revocation.

1. Written permission required by section 7-01-020(c)(1)a is revoked under any of the following circumstances: i. The occupant who has given written permission gives up legal possession of the residence or property.

2. The owner of property who has given written permission transfers or is otherwise divested of all interest in the property.

3. The owner or occupant of property who has given written permission files a signed revocation of written permission with the code enforcement department.

4. In non-residential districts. In zoning districts other than residential districts, all regulations applicable in residential districts shall apply except that the number of beehives shall be limited to one (1) for each one thousand (1,000) square feet of lot area unless the nonresidential zoned lot is located within two hundred (200) feet from any residentially zoned lot in which case the density restrictions for residential districts shall apply.

5. Variances. The board of appeals may vary the regulations of this section as they apply to a particular property if it determines that such variance will be consistent with the stated purpose of this section.

(Ord. No. 682, § 2, 8-14-84; Ord. No. 933, § 3, 12-12-94; Ord. No. 1180, § 2, 12-9-03; Ord. No. 1447, § 2, 10-22-13; Ord. No. 1493, art. 2, 4-14-15)

7-01-030. - Animals at large.

A. No owner or person having control of any animal shall permit it to run at large in the city unless the animal is contained within a park specifically designated for the animal's species.

B. Any animal outside the fenced yard of the owner or keeper must be under control of a leash or other device by which it may be led except during the time the animal is confined within a park specifically designated for the animal's species.

C. No owner or keeper of any animal shall permit it to be chained, staked, grazed or herded on any unenclosed premises so that any part of the animal extends onto or over a sidewalk, street, alley, or other public property or beyond the owner or keeper's property or in a common area accessible to the public. Any chained animal must have a chain of at least sufficient length to allow the animal access to food, water, shelter and shade, but not so long as to enable the animal to harm itself.

(Ord. No. 682, § 2, 8-14-84; Ord. No. 933, § 4, 12-12-94; Ord. No. 1180, § 3, 12-9-03; Ord. No. 1271, 5-23-06)

7-01-040. - Freeing impounded animals.

It is unlawful to release any animal confined pursuant to this chapter, or break open, aid or assist in breaking open any pen, enclosure or animal control vehicle, with intent of releasing any animal confined pursuant to this chapter.

(Ord. No. 682, § 2, 8-14-84)

7-01-050. - Animal nuisances prohibited.

(a) Any animal or animals, including dogs or cats, that are kept or maintained in such a manner or in such numbers as to disturb by noxious or offensive odors or otherwise endanger the health and welfare of the

inhabitants of the city are defined as an "animal nuisance." It is unlawful for any person to keep, harbor or maintain an animal nuisance.

(b) No owner or keeper of any animal shall allow that animal to defecate upon public property or upon any private property other than the property of the owner of the animal without thoroughly and immediately removing and disposing of the feces.

(c) Any unspayed female dog or cat in heat not securely confined in the owner's yard, pen or other enclosure is hereby declared to be a nuisance.

(Ord. No. 682, § 2, 8-14-84; Ord. No. 995, 11-12-96; Ord. No. 1180, § 4, 12-9-03)

7-01-060. - Cruelty to animals.

(a) Cruelty to animals consists of:

(1) Torturing, tormenting, poisoning, cruelly beating, mutilating, cruelly killing or overdriving any animal including wildlife.

(2) Depriving of shelter necessary to protect from rain, snow, wind and direct rays of the sun;

(3) Unnecessarily failing to provide any animal with proper food or drink;

(4) Abandoning an animal;

(5) Permanently coloring, painting, staining or dyeing any animal; an animal may be tattooed for identifying purposes.

(6) Placing or leaving any animal in an unattended motor vehicle without adequate ventilation or in such a manner as to subject the animal to extreme temperatures which may adversely affect the health of the animal; or

(7) Placing or leaving any animal in a condition whereby there is a substantial possibility the animal's life will be threatened pursuant to 7-03-070.

(8) Carrying an animal in or upon any vehicle in a cruel, inhumane or unsafe manner. An animal carried in the bed of a truck must be crated or restrained so it cannot fall or jump from the truck or be strangled.

(9) Taking part in any sexual abuse of an animal.

(10) Failing to maintain grooming standards.

(b) It is unlawful for any person to commit the offense defined in this section.

(Ord. No. 682, § 2, 8-14-84; Ord. No. 933, § 5, 12-12-94; Ord. No. 1180, § 5, 12-9-03)

7-01-065. - Protective care.

If any animal control officer finds that any animal is or will be without proper care because of its caretaker's injury, illness, incarceration, other absence of the owner or keeper, or other reason that leaves the animal without adequate care, the animal control officer may take the animal for protective care.

While in protective care, the animal control officer may take such action as a licensed veterinarian advises is necessary to prevent undue pain and suffering of the animal. If the animal is in protective care for ten (10) days without contact from the owner or the person responsible for the care of the animal, the animal may be placed for adoption or otherwise disposed of according to the provisions of this chapter. Animal control will take reasonable efforts to contact the owner or other person responsible for the animal in protective care to determine their wishes concerning the animal's care. All expenses involved in providing protective care are chargeable to the owner or person in charge of the animal's care.

(Ord. No. 1180, § 6, 12-9-03)

7-01-067. – Striking animals with vehicles.

Every operator of a motor or self-propelled vehicle upon the streets and ways of the city shall, upon injuring, striking, maiming or running down any animal provide immediate notification to animal control, furnishing sufficient facts relative to the incident or shall immediately transport the animal to a facility where it can receive treatment for its injuries. Such animal shall be deemed an uncared for animal within the meaning of this chapter. Emergency vehicles engaged in an emergency response are excluded from this provision but are required to inform dispatch of the incident.

(Ord. No. 1328, § 1, 5-13-08)

7-01-070. - Barking dogs.

A person owning or having the care, custody or control of an animal shall not permit that animal to howl, bark, or create noise which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. It shall be a violation of this section if the howling, barking, or noise is frequent or long-continued; is audible beyond that property line of the premises on which the animal is located for more than ten minutes; and is attested to by:

- a. Complaints from two or more separate properties no more than 100 yards from the animals premises.
- b. A complaint from a separate property and verified by and audio/video recording which records the howling, barking, or noise for more than a continuous ten minutes.
- c. An animal control officer or other law enforcement officer.

(Ord. No. 682, § 2, 8-14-84; Ord. No. 1180, § 7, 12-9-03)

ARTICLE 7-02. - HEALTH AND LICENSING PROVISIONS

7-02-010. – Rabies and exposure requirements.

- (a) A person owning or having care, custody, or control over a dog or cat judged to be three months of age or older shall have the animal vaccinated against rabies.
 - (1) The vaccine shall be administered by or under the supervision of a veterinarian.
 - (2) The veterinarian shall issue for each administration a serially numbered certificate and a metal tag bearing the certificate number.
 - (3) The certificate shall contain the name and address of the owner of the animal, a description of the vaccinated animal, the date of vaccination, and the expiration date of the vaccination.
- (b) Rabies tag. A person owning or having care, custody, or control over a dog or cat judged to be three months of age or older shall maintain a current rabies vaccination tag affixed to a collar or harness worn by the animal at all times.
 - (1) The tag may be removed while the animal is undergoing treatment by a veterinarian or being groomed.
 - (2) A person shall not remove or transfer any legitimate rabies tag from one animal to another.
- (c) Rabies certificate. A person owning or having, care, custody, or control over a dog or cat judged to be three months of age or older shall exhibit the vaccination certificate upon request by an animal control officer.
- (d) Exposure; owner/patient responsibility. When any person is bitten by an animal, it is the duty of such person or their parent or guardian, or any person having knowledge of the whereabouts of the animal, to immediately notify the animal control office.
- (e) Exposure; Physician responsibility. A physician who renders professional treatment to a person bitten by an animal shall report to the animal control office such treatment immediately after the initial treatment.
 - (1) The physician shall report the name, address, and phone number (if known) of the person bitten as well as the type and location of the bite.
 - (2) The physician shall report the name and address of the owner of the animal that inflicted the bite (if known), and any other facts or details that may assist the animal control officer in ascertaining the immunization status of the animal.
- (f) Exposure; domesticated animal. Any mammal that bites or otherwise exposes a person to rabies shall be either destroyed and the head sent to the laboratory for rabies testing, or placed in isolation immediately at the owner's expense of a ten-day observation period at a place and in a manner designated by the animal control officer.
 - (1) The isolation and observation period shall end ten days following the date and time of the potential rabies exposure.
 - (2) If the mammal shows signs or symptoms of rabies during the ten-day isolation and observation period, it shall be destroyed and the head sent to the laboratory for testing.

(g) Exposure; wild animal. Any skunk, bat, raccoon, coyote, bobcat, or other wild animal not born or reared in captivity (with the exception of rodents or rabbits) that bites or otherwise exposes a person to rabies, shall be destroyed immediately and the head be sent to the laboratory for testing.

(1) Rabbits and rodents do not normally transmit rabies, but may be submitted for testing with the consent of the Infectious Disease Epidemiology Bureau (IDEB), part of the Epidemiology and Response Division of the New Mexico Department of Health.

(h) Home quarantine; the animal control officer may consent to confinement and isolation on the owner's premises of the dog or cat that bites a person.

(1) The premises where the home isolation is to occur shall be inspected and approved for such purpose by the animal control officer.

(2) The owner of the animal shall be required to enter into an indemnity agreement on a form approved and prescribed by the animal control supervisor for such home confinement.

(3) The owner shall immediately notify the animal control office if the animal shows signs of sickness or abnormal behavior, if the animal escapes confinement, or if the animal dies within the quarantine period.

(i) If any of the provisions of this section are in conflict with, or materially inconsistent with, regulations for the reporting of animal bites, confinement and disposition of rabies-suspect animals, rabies quarantine, and the disposition of dogs and cats exposed to rabies in the interest of public health and safety prescribed by the New Mexico Department of Health pursuant to NMSA Sec. 77-1-6, and as amended, the state regulations shall control.

(j) If the animal control officer deems that an in house quarantine is necessary and the animal does not have the rabies vaccination, then proof of the rabies vaccination shall be given to the officer or the animal control officer no later than 72 hours after the quarantine ends.

(Ord. No. 1328, § 2, 5-13-08)

Editor's note— Ord. No. 1328, § 2, adopted May 13, 2008, amended the Code by repealing former 7-02-010, and adding a new 7-02-010. Former 7-02-010 pertained to adoption of state provisions regarding animal control, and derived from Ord. No. 682, adopted August 14, 1984.

7-02-020. - Licensing.

(a) No person shall own, keep or harbor any dog or cat within the city unless the dog or cat is licensed (pet shops and commercial kennels exempted). Written application for the license shall be made to the animal shelter and shall state the name and address of the owner and the name, breed, color and sex of the dog or cat. The license fee shall be paid to the animal shelter (or the city's designee) upon the owner's furnishing a current certificate evidencing the rabies vaccination of the dog or cat.

(b) The yearly license fee for each dog or cat which is neutered or spayed or under six (6) months of age is five dollars (\$5.00) and for any other dog or cat is twenty-five dollars (\$25.00).

(c) An animal which has received a multi-year rabies vaccination may be licensed concurrent with the rabies certificate. The fee for a multi-year license will be the annual fee times the number of years for which the animal is vaccinated.

(d) If there is a change in ownership of a licensed dog or cat, the new owner may have the current license transferred to his name upon payment of a transfer fee of one dollar (\$1.00).

(e) The licensing fee is waived for service animals.

Exemptions.

Rescues with a valid 501(c)(3) tax-exempt status are exempt from the licensing and fee provisions of this article.

(Ord. No. 682, § 2, 8-14-84; Ord. No. 725, 12-8-87; Ord. No. 933, § 6, 12-12-94; Ord. No. 1180, § 8, 12-9-03)

7-02-030. - Tag and collar.

(a) With a license required by section 7-02-020, there shall be delivered to the owner a metallic tag stamped with number of the license and the year for which issued. The shape, color or both, of such tags shall be changed each year.

(b) The owner shall see that the dog or cat wears at all times a collar or harness to which such tag shall be attached.

(c) If such tag is lost or destroyed, the owner may obtain a duplicate upon the presentation of the license and payment of a fee of one dollar (\$1.00) for the duplicate, tag.

(d) No person shall use for any dog or cat a license, vaccination certificate or license tag issued for a different dog or cat.

Exemptions.

Rescues with a valid 501(c)(3) tax-exempt status are exempt from the licensing and fee provisions of this article.

(Ord. No. 682, § 2, 8-14-84)

7-02-035. - Notice.

Veterinarians who administer anti-rabies vaccinations or pet shops and kennels within the city shall post and maintain a notice informing the public that dogs and cats must have anti-rabies vaccinations and city licenses. The animal control center will provide one free sign to each location. Each location shall post a notice in a location which is clearly visible to the public. Replacement notices must be purchased from the animal control center or approved by the animal control manager.

(Ord. No. 933, § 7, 12-12-94)

7-02-040. - Exemptions.

(a) Hospitals, clinics and other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provisions of this article, except the duty to report rabies cases and to comply with the provisions specifically naming duties and responsibilities of licensed veterinarians in relation to animal regulation and rabies control.

(b) The licensing requirements of this article shall not apply to any dog or cat belonging to a nonresident of the city or a pet shop and kept within the city for not longer than thirty (30) days, if the dog or cat is at all times while in the city confined within a building, enclosure or vehicle, or under restraint by the owner.

(c) The licensing fee shall not apply to service animals.

(Ord. No. 682, § 2, 8-14-84; Ord. No. 933, § 8, 12-12-94)

ARTICLE 7-03. - ANIMAL CONTROL OFFICERS

7-03-010. - Authority.

There are hereby appointed one or more animal control officers who shall be authorized and commissioned to enforce the provisions of this chapter. However, no person not employed by the city department of public safety shall be commissioned to make arrests as a peace officer. The city may, by contract, provide for the appointment, supervision or control of the animal control officers, and, unless the context requires otherwise, references in this chapter to "animal control officer" shall include the entity to whom this contract is let.

(Ord. No. 682, § 2, 8-14-84)

7-03-020. - Impoundment.

(a) If any animal is found running at large contrary to the provisions of section 7-01-030, any animal control officer may take it up and confine it in a secure place or other place provided for that purpose.

(b) Any animal taken up and confined shall not be released until the owner or person entitled to the possession thereof shall pay to the officer having such animal in his keeping according to the fee schedule set out in section 7-03-050 of this chapter.

(c) Any dog or cat seized and not redeemed by the owner within three (3) working days thereafter, may be humanely destroyed or placed in the custody of some person deemed suitable who will agree to become the responsible owner thereof and comply with the provisions of this article. If an impounded dog or cat is licensed, reasonable effort shall be made to promptly notify its owner if the dog is one as to which the respective rights of the owner and the person in possession or custody are determined by state law, such law shall be complied with.

(d) Owner impound; the animal control officer may, but is not obligated to, detain and deliver to the animal control shelter, any animal impounded by its owner.

(1) An owner requesting to relinquish ownership of an animal to the city of Alamogordo animal control shall be required to complete and sign a release of ownership at the time of detainment or impoundment, by signing the release of ownership, the owner shall:

a. Affirmatively represent in writing that he or she is the legal owner of the animal.

b. Transfer ownership of the animal to the city of Alamogordo animal control.

c. Direct in writing that the animal be placed in the custody of the city of Alamogordo animal control or other suitable facility for disposition as the city of Alamogordo animal control or facility sees fit.

d. Agree that he or she will indemnify and hold the city of Alamogordo animal control and/or other suitable facility harmless from any loss or damage he or she may sustain, including attorney's fees, by reason of the destruction or placement for adoption of said animal.

(2) The animal control officer may, but is not obligated to, provide for the transport of the animal to the animal control shelter.

(e) The animal being impounded shall be free of any illness. The animal control shall make the determination based on the animal's health. If the animal control shelter determines that the animal being impounded needs to be seen by a veterinarian before the impoundment can occur, then the owner of the animal is responsible for all veterinarian costs that occur.

(Ord. No. 682, § 2, 8-14-84)

7-03-025. - Sterilization.

Every dog and cat adopted or reclaimed from the city animal control center shall be spayed or neutered by a licensed veterinarian at the expense of the adopting party/owner. In addition to any other lawful fees due, any person reclaiming, adopting, or buying a dog or cat from the city shall pay a sterilization fee equivalent to the city's actual cost for the sterilization, plus a five percent administrative fee for the sterilization service. An animal control officer shall transport the animal to a licensed veterinarian of the adopting party/owners choosing on the next business day for the sterilization procedure. An owner reclaiming their own animal that is of pure breed can purchase a one time "intact" license if the animal is registered through a nationally recognized breeder's foundation. The animal will be returned to the owner upon presentation of the proper registration certificate and the purchase of the "intact" license and a sworn statement from the city establishing the owner as a hobby breeder. A hold can be placed on the animal up to five days for the owner to acquire the proper registration certificate. The "intact" license will only be valid for the first offense. If the animal returns to the city animal control center a second time the "intact" license will no longer be valid and the animal will have to be sterilized in accordance with this section. If the animal is deemed to young for sterilization, a "too small" agreement shall be drawn up and all fees associated with the sterilization will be paid by the adopting party/owner to have the animal sterilized at an appropriate date. The animal control center will contact a licensed veterinarian of the adopting party/owners choosing and set a date for the sterilization procedure to occur.

Exemptions.

Rescues with a valid 501(c)(3) tax-exempt status are exempt from the licensing and fee provisions of this article.

(Ord. No. 933, § 9, 12-12-94; Ord. No. 1180, § 9, 12-9-03; Ord. No. 1328, § 3, 5-13-08)

7-03-030. - Auctions of animals.

(a) If the owner or person entitled to the possession of a dog or cat, or an animal other than a dog or cat, does not pay the charges and take it away within three (3) working days from the time it is taken into custody pursuant to section 7-03-020, the animal control officer may sell the animal at public auction. Before the auction, at least three (3) days' notice of the time and place of the sale must be given by publishing or by posting notice in five (5) public places in the city as well as serving a copy of such notice upon the owner or possessor, if known, of such animal. The animal may be redeemed at any time before the date of sale by payment to the officer in charge or his assistant of any fees, expenses and charges provided in this article.

(b) If the animal is not sold at the auction provided for in this section, it may be humanely destroyed or placed for adoption.

(Ord. No. 682, § 2, 8-14-84; Ord. No. 1180, § 10, 12-9-03)

7-03-040. - Disposition of revenue from sale of impounded animals.

In case any animal sold pursuant to the provisions of section 7-03-030 is sold for more than is sufficient to pay the fees and charges, and a claim is made for the excess, the officer shall pay the excess to the owner of such animal or animals or to the person entitled to the possession of the same within one year from the date of sale. If no claim is made, the funds shall be disposed of as provided in section 7-03-090.

(Ord. No. 682, § 2, 8-14-84)

7-03-050. - Fees.

The commission will adopt a resolution setting appropriate fees for services provided by the animal control division as appropriate.

(Ord. No. 682, § 2, 8-14-84; Ord. No. 933, § 10, 12-12-94; Ord. No. 967, 12-21-95; Ord. No. 1180, § 11, 12-9-03; Ord. No. 1328, § 4, 5-13-08)

7-03-060. - Investigation.

If there is reasonable cause to believe a violation of this chapter has occurred, any animal control officer may require the owner of an animal to exhibit any required license, vaccination certificate or other required documentation. Failure to exhibit any such documentation is a petty misdemeanor.

(Ord. No. 682, § 2, 8-14-84; Ord. No. 933, §11, 12-12-94)

7-03-070. - Entry of pens, vehicles; etc.

Where it is necessary to protect the life of an animal from imminent danger, any animal control officer may enter any pen, enclosure, yard or vehicle and remove any animal so endangered. The means used shall be the least drastic possible. Nothing in this section or in section 7-03-060 shall authorize the warrantless entry into any dwelling or any building used for business purposes.

(Ord. No. 682, § 2, 8-14-84)

7-03-080. - Interference.

No person shall interfere with, hinder or molest any animal control officer in the performance of any duty required by this article.

(Ord. No. 682, § 2, 8-14-84)

7-03-090. - Records and fee dispositions.

(a) It shall be the duty of the animal control officer to keep or cause to be kept accurate and detailed records of the vaccination, licensing and impoundment of dogs and cats.

(b) It shall be the duty of the animal control officer to keep or cause to be kept accurate and detailed records of all bite cases reported to him, and of his investigation of the same. The report of a bite involving a rabid animal shall be immediately transmitted to the district health officer.

(c) The records required by this section shall be audited annually in the same manner as other city records are audited, and shall be open to inspection as public records at all reasonable times.

(d) All fees received by the animal control officer shall be turned over to the city daily, except as otherwise provided by contract.

(Ord. No. 682, § 2, 8-14-84)

ARTICLE 7-04. - ANIMAL SALES

7-04-010. - Licensing.

(a) It shall be unlawful for any person, firm or corporation to offer dogs or cats for sale for profit or as a hobby within the city unless such person, firm or corporation shall have first obtained from the city clerk a license therefore as provided in this article.

(b) The fee for a license to sell a single litter of dogs or cats within a year shall be fifty dollars (\$50.00). The fee for a license to sell more than a single litter of dogs or cats within a year shall be one hundred fifty dollars (\$150.00).

(c) All licenses expire on the first day of January of each year.

(d) The license application shall contain the following information at a minimum:

- (1) Name of applicant;
- (2) Address of applicant;
- (3) Telephone number of applicant;
- (4) The proposed location from which the animals will be sold;
- (5) The clerk may require such other information as is deemed necessary in order to determine whether to approve or deny a license under this article.

Exemptions.

Rescues with a valid 501(c)(3) tax-exempt status are exempt from the licensing and fee provisions of this article.

(Ord. No. 1328, § 5, 5-13-08)

7-04-020. - Requirements.

Every licensee will comply with each of the following conditions:

(1) Every dog or cat offered for sale must be examined by a veterinarian and be certified free of congenital defects, distemper, worms, skin disease, skin and ear mites and other diseases or conditions which would be injurious to the animal or a potential owner.

(2) Every dog or cat offered for sale will have been vaccinated against distemper by a veterinarian. A certificate providing the name of the veterinarian and the date of treatment must be provided to the purchaser at the time of sale.

(3) No dog or cat will be transported by a licensee unless housed in a container designed for that purpose including provisions for adequate ventilation and food and water.

(4) No licensee will allow the whelping of more than one litter per female dog or cat during the license term.

(Ord. No. 1328, § 6, 5-13-08)

7-04-030. - Exemptions.

Rescues with a valid 501(c)(3) tax-exempt status are exempt from the licensing and fee provisions of this article.

(Ord. No. 1328, § 7, 5-13-08)

ARTICLE 7-05. - PIGEON NUISANCE ABATEMENT

7-05-010. - Findings and intent.

- (a) The commission finds that the urban feral pigeon population is expanding and the droppings associated with large flocks of feral pigeons interfere with use and enjoyment of private and public outdoor facilities, create undesirable conditions and may have an economic impact on the city.
- (b) The commission finds that pigeon droppings damage and depreciate property, make walkways unsafe and unsanitary, and potentially represent a public health hazard due to parasites or disease that may be associated with accumulation of pigeon droppings.
- (c) The commission finds that supplemental feeding of pigeons by humans, whether deliberate or through negligence, is a substantial cause of the overpopulation of pigeons in the city.
- (d) The commission finds that providing readily available food sources for pigeons allows their numbers to increase in a manner that negatively impacts safe and comfortable use of commercial and residential areas, and that research has demonstrated that restricting access to food is an important factor in maintaining urban feral pigeon populations at acceptable levels.
- (e) It is not the intent of the commission to eradicate the feral pigeon population; this article is intended to address public nuisance associated with large numbers of pigeons.
- (f) It is the intent of the commission that the city place an emphasis on disseminating information about, and assisting citizens with, effective measures for preventing and abating pigeon nuisance in a manner that promotes effective management of pigeon populations.

(Ord. No. 1472, 8-25-14)

7-05-020. - Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Feeding. Providing food to pigeons. Food may include, but is not limited to grain, seed, greens, breadcrumbs and other miscellaneous food scraps, including garbage not properly disposed of or contained.

Linger. For purposes of this article, "linger" means to be slow in departing.

Owner. That person holding the legal title to real property as shown by the records of the county assessor.

Person. An individual, partnership, association, syndicate, company, firm, trust, corporation, or any other entity recognized by law.

Pigeon. The common pigeon, *Columba livia*, also known as the rock dove or rock pigeon. For the purposes of this article, "pigeon" refers to any wild state (feral) pigeon, and does not include domestic pigeons used for recreation or show.

Pigeon harborage. Any condition which provides shelter or protection for pigeons; thus, favoring their multiplication and continued inhabitation in, under, outside a structure or premise at a location where there exists a pigeon nuisance. Housing or shelter provided for injured or ill pigeons that are being rehabilitated is not considered pigeon harborage.

Pigeon nuisance. The excessive congregation of pigeons at a location when such congregation of pigeons results in the accumulation of pigeon droppings or other pigeon related waste. In addition, the accumulation of pigeon excrement, nesting materials, pigeon carcasses and other pigeon related detritus that may be damaging to the property, pose a threat to public health and welfare or contribute to polluted storm water runoff to the river.

Property. Real property including buildings structures and land regardless of use for residential, commercial or other purposes.

Responsible party. That person or those persons who hold that legal or equitable interest in real property which empowers them to take appropriate actions to abate a pigeon nuisance found to exist on that real property. This may include, but not be limited to, a person with ownership, condominium rights, time-share rights, leasehold rights or an easement, license, contractual right, and any right or obligation to manage or act as agent or trustee for any person holding any of the foregoing. The owner of real property shall be presumed to be the responsible party.

Roost. For purposes of this article, "roost" is defined as settling down for rest or sleep.

(Ord. No. 1472, 8-25-14)

7-05-030. - Unlawful acts.

(a) It shall be unlawful for any person to:

(1) Intentionally feed feral pigeons on any public or private property within Alamogordo city limits.

(2) Permit or allow the placement or discard of food, food by-products, vegetables, garbage or animal food of any kind in a manner that such person knows will reasonably result in the lingering, roosting and/or congregating of feral pigeons.

(3) Encourage the lingering, roosting and/or congregating of feral pigeons by offering or providing food, food by-products, vegetables, garbage or animal food of any type.

(4) Create, permit or allow the existence of a pigeon harborage.

(b) This prohibition does not extend to domesticated birds used for show or for racing, or to injured pigeons that are kept at all times in cages or are prevented from creating pigeon nuisance conditions on nearby properties.

(c) This prohibition does not extend to bird seed set out in bird feeders or otherwise provided to birds other than pigeons, provided that the seed does not attract significant numbers of pigeons or create conditions that constitute a pigeon nuisance.

(d) Each act in violation of this section shall constitute a public nuisance and a separate violation. Any person who violates this section shall be subject to:

(i) The first violation of this section shall result in a written warning. This warning will provide the details of the violation and will specify corrective action.

(ii) Any person violating any provision of this article a second time, and for any subsequent violation, shall be guilty of a petty misdemeanor for each violation or each day of a continuing violation.

(Ord. No. 1472, 8-25-14)

7-05-040. - Other acts prohibited.

(a) It shall be unlawful for any person to create or foster any condition or allow any condition to exist or continue which in any way harbors a number of feral pigeons or results in an infestation of feral pigeons that would constitute a pigeon nuisance, as defined herein.

(b) It shall be unlawful for any person to allow the accumulation of pigeon excrement, nesting materials, pigeon carcasses and other pigeon related detritus that would constitute a pigeon nuisance, as defined herein, on property where the person is the owner or occupant.

(Ord. No. 1472, 8-25-14)

7-05-050. - Additional remedies.

Nothing in this article shall be construed to preclude the city from seeking any other remedy available in law or equity.

(Ord. No. 1472, 8-25-14)

7-05-60. – Keeping a seriously sick or injured animal.

- (a) It is unlawful for a person to have, keep, or harbor an animal which is seriously sick or injured or starved, without providing proper care through a licensed veterinarian.
- (b) The Animal Control Officer may require the owner to provide a letter of health evaluation from a licensed veterinarian describing the condition of the animal and the treatment provided.
- (c) In the absence of veterinary care, the Animal Control Officer may place the animal into protective custody in accordance with provisions of this chapter.

7-05-70. – Unlawful use of rabies tag and city license.

It is unlawful for any person to remove or transfer any rabies tag or city license from one animal to another. It is unlawful for any person to manufacture or cause to be manufactured or to have in his or her possession or under his or her control a stolen, counterfeit, or forged city license, rabies tag, or vaccination certificate or other form of licensing or permit required under this chapter.

7-05-80. – Deceased animal disposal requirements.

- (a) Owner responsibility. A Person owning or having care, custody or control of an animal carcass shall be responsible for its removal within 24 hours of death if the animal is not to be used for human consumption.
 - (1) An animal carcass may be disposed of at the animal control shelter.
- (b) Removal. The animal control officer may remove any animal carcass from the roadway or other public property. The officer shall make reasonable efforts to notify the animal's owner if known in the event of the animal's death.
 - (1) The officer may dispose of the animal carcass at the animal control shelter as authorized after microchip scanning and making reasonable efforts to notify the animal's owner.
 - (2) The officer shall turn over any tags or other identification found on an animal carcass to the animal control shelter.
- (c) Removal fee. The animal control unit may, but is not obligated to, provide for the removal of an animal carcass from property at the request of the animal owner or property owner for a set fee.
 - (1) The fee amount shall be established by City Commission resolution.

7-05-090. – Multiple dog and cat permit.

No person or household shall own, possess, harbor, or keep more than a combined total of 5 dogs or cats or any combination thereof over the age of three months without a valid breeder permit or a multiple dog and cat permit.

- (a) Any person intending to exceed the maximum limit of dogs and cats in a household as defined in this section shall obtain a multiple dog and cat permit.
- (b) All dogs and cats over the number allowed in this section at a multiple dog and cat permit site shall be spayed or neutered. The only exception is any dog or cat which is unable to be

sterilized due to medical reasons, is owned by a breeder with a breeder permit or is a dog or cat that is registered by a nationally recognize kennel club. The owner must present a valid veterinary certificate stating the medical reason(s) why a dog or cat may not be sterilized.

- (c) Fostering a pregnant dog or cat and the offspring of the fostered dog or cat will be considered a temporary exception to this section.
- (d) No person shall keep or maintain more that ten dogs or cats or any combination thereof at any multiple dog and cat permit site location.
- (e) Permits may be suspended for failure to comply with the requirements of this section, as well as for violation of other applicable laws, regulations, and ordinances.
- (f) Rescue organizations and owners who have the custody and care of a rescue dog or cat shall be exempt from the requirements for multiple dogs and cats while the rescue dog or cat is in the custody and care of the organization or owner. Accurate records shall be kept and maintained by the rescue organization and the organization shall permit the City of Alamogordo animal control personnel or other city officials to inspect such records upon reasonable notice and shall permit the inspection of the rescue dog or cats living conditions at the rescue organization facility.
- (g) The following individuals or groups are exempt from the requirements of the multiple dog and cat permit requirements:
 - a. Individual or groups holding a State of New Mexico regulated permit or a federally regulated permit.
 - b. Events sponsored by a municipal zoo or aquarium facility.
 - c. Competitive sporting events.
 - d. Persons involved in an exempt activity shall comply with all other applicable requirements of this chapter.
 - e. Qualified service dogs or cats shall be exempt from the requirements of the multiple dog and cat requirements.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/20/2019

Report No: 15.

Submitted By: Laurie Anderson

Subject: Consider, and act upon, Ordinance 1591 for first publication to approve a Local Economic Development Project for Secured Assistance Proposed by Moran & Wright Jewelry and Metal Care Products. (*Laurie Anderson, Business Development Director*) (**Roll Call Vote Required**)

Fiscal Impact: 225,000.00

Amount Budgeted: \$2,485,772.00

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Laurie Anderson, the Business Development Director from OCEDC will present this item to commission.

ORDINANCE NO. 1591

APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT FOR SECURED FINANCIAL ASSISTANCE PROPOSED BY MORAN & WRIGHT JEWELRY CARE AND METAL CARE PRODUCTS

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF
ALALMOGORDO, NEW MEXICO that the following is added to the municipal code:

Pursuant to the City of Alamogordo Economic Development Plan, Ordinance No. 983 and NMSA 1978 Section 5-10-1, et seq. (Local Economic Development Act, the “Act”), the proposed economic development project of Moran & Wright Jewelry Care and Metal Care Products (“the Company”) is approved for the purposes set forth in NMSA 1978 Section 5-10-1, et seq., and the City of Alamogordo is authorized to enter into a Project Participation Agreement (“the Agreement”) with the Company as required by Section 10 of the Act, and in substantially the same form as attached hereto, the terms of which are incorporated herein.

The City Commission finds as follows:

1. The Company is an entity as defined in NMSA 1978, Section 5-10-3(G);
2. Under the Agreement, the Company will provide a substantive contribution for the proposed project as described in NMSA 1978 Section 5-10-10(B);
3. The Agreement complies with the requirements of the Act and Ordinance No. 983;
4. The benefit of the proposed project to the City of Alamogordo is repayment of the financial assistance through the creation of jobs and other benefits

arising from employment and economic activity under the project which exceeds the cost to the City of providing to the Company the assistance specified in the agreement, and,

5. The Agreement complies with the requirement of Section 10 of the Act and is hereby adopted and approved.

BE IT FURTHER ORDAINED, that the Mayor of the City of Alamogordo, New Mexico is authorized and directed to do all things necessary to implement this ordinance that is lawfully adopted.

PASSED APPROVED AND ADOPTED this _____ day of _____, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on _____, 2019 by and between the **CITY OF ALAMOGORDO**, a New Mexico Municipal Corporation (the "City") and **Moran & Wright Jewelry and Metal Care Products** (the "Company").

Recitals.

- A. Pursuant to the New Mexico Local Economic Development Act, NMSA 1978, Sections 5-10-1 through 5-10-13 NMSA 1978 ("LEDA"), the City adopted Ordinance No. 15-07 authorizing the City to consider applications for economic development assistance.
- B. As provided in the Economic Development Plan Ordinance, the City considered an application from the Company, which proposed that the City provide \$225,000 of City funds (the "LEDA Funds") to go toward the Company's acquisition of facility and renovation in the City of Alamogordo (the "Project") which will result in 11 New Jobs by December 2022.
- C. The City has adopted Ordinance No. _____ finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Project Participation Agreement (this "Agreement") as meeting the requirements of the Act.

- 1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.
- 2. **Substantive Contribution from the Company.**
 - a. **Facility.** The Company will establish manufacturing and business operations at 2350 Eudora Street in Alamogordo, NM 88310 (the "Facility").
 - b. **Investment.** The Company will make capital investments in the Project and costs associated therewith (including, for the acquisition of building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of \$600,000.00 by, December 31, 2019 (the "Project Contribution"). Provided, however, failure to meet this level of Project Contribution will not constitute a breach of this Agreement.
 - c. **Job Creation.** The Company will employ at least 11 full-time employees at the facility by December 31, 2022 the "Job Target". "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. While failure to meet certain Minimum Job Numbers may result in a Performance Claw back as provided in Section 6b, below, the Company's failure to meet the Job Target will constitute a breach of this Agreement.

- d. **Schedule.** A preliminary Project schedule is as follows, but failure to meet these milestones will not constitute a breach of this Agreement.

Summer 2019	Acquire Facility and Initiate improvements
Fall 2020	Additional Equipment Investment

- e. **Sustainability.** Although the Company intends to have a long-term presence in the City of Alamogordo, for purpose of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until December 31, 2021.

3. **The City Contribution**

- a. The City Contribution is composed of up to \$225,000. The City Contribution will be disbursed to the Company in accordance with the provisions of this agreement for such purposes as set forth in Section 5-10-3D NMSA 1978. The City will disburse the City Contribution only in the manner described in this Agreement. The City will disburse the City Contribution as reimbursement for LEDA Eligible Expenditures subject to the Company's achievement of the hiring and development targets provided in this Agreement. For purposes of this Agreement, LEDA Eligible Expenditures shall mean expenditures including, but not limited to, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and equipment rentals.

4. **Disbursement of City Contribution**

- a. **Conditions to Disbursement; Performance Milestones.** The City Contribution will be disbursed when Qualifying Entity presents receipts for eligible expenditures under this agreement pursuant to section 3 (a). Each disbursement will be conditioned on (i) the Company's having incurred expenses which are eligible for reimbursement under LEDA prior to the disbursement, and (ii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

Amount of City Contribution Available for Disbursement	Disbursement Performance Milestone
\$125,000	Acquire the Project site prior to June 30, 2019 and incur \$125,000 of LEDA Eligible Expenses.
\$100,000	Maintain a minimum employment level of 11 or more (per quarterly Wage and Employment report) submitted to City of Alamogordo for six (6) consecutive months and incur \$100,000 of LEDA eligible expenses.

5. Disbursement Requests. From time to time, after the Company has satisfied the conditions to disbursement set forth above, the Company may submit to the City a written request for disbursement of the City Contribution (the "Disbursement Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico pursuant to Section 6-c below. The Company upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the City Contribution then available to the Company at any time. The City may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.

Review. City will review the Disbursement Request to assure the charges submitted are LEDA eligible. The City's review shall occur within 15 days of receipt of the Disbursement Request, but disbursement may take longer subject to the City's internal controls.

Security. As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the City Contribution, Company shall furnish the City with a mortgage to the property (the "Security"). The maximum obligation secured by the Security (the "Maximum Obligation") will be \$225,000.

- i. The City may draw on the Security in order to satisfy any unpaid Claw back Penalty which shall become due and payable, but only thirty (30) days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
- ii. Provided that the Company has not been required to pay any Claw back, the Security will terminate on January 31, 2022, unless earlier released in accordance with this Agreement.
- iii. If the City reduces the amount of LEDA Funds that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA Funds available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds actually received by the Company.

6. Claw backs. Notwithstanding any other provision of this Agreement, the Claw back Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Claw back obligations), shall be one of any remedy available in law to the City for breach of this Agreement available to the City upon the Company's breach of this Agreement. The Company's financial obligation to repay LEDA funds as a result of Claw backs shall in no way exceed the amount of the LEDA funds received by the company.

- a. **Facility Closure Claw back.** If the Company ceases operations in the City on or before December 31, 2021 the Company will repay to the City all LEDA Funds that the Company actually received from the City as of that date (the "Facility Closure Claw back") and the City shall have the right to execute reimbursement from the Security to recover those funds, but only thirty (30) days following written demand for payment to the Company if the Company hasn't repaid the requested LEDA Funds by that date. For purposes of this Agreement, a failure to produce product for a period of 90 days or more or failure to occupy the Facility shall be considered a cessation of operations.

- b. **Performance Claw back.** It is the Company’s intent to create and maintain the number jobs set forth. If the Company does not meet or exceed the job numbers set forth under the column captioned “Minimum Job Number” (and after expiration of the Cure Periods), then the Company shall be required to pay a Claw back Penalty.

Job Measurement Date	Target Job Number	Minimum Job Number	Clawback Penalty if Minimum Job Number not Achieved
December 31, 2019	2	1	100% of Clawback Penalty
December 31, 2020	9	5	100% of Clawback Penalty
December 31, 2021	11	9	50% of Clawback Penalty
December 31, 2022	11	11	25% of Clawback Penalty

For the purposes of this Section:

The “Claw back Penalty” is a penalty that the Company will be required to pay the City upon the Company’s failure to meet the Minimum Job Target on the applicable Job Determination Date, if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Claw back Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total City Contribution paid to the Company as of that time multiplied by the claw back penalty percentage for that job measurement date. For purposes of this subsection, the “Percentage Hiring Shortfall” shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date.

“Cure Period” is the period of 180 days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the City a Claw back Penalty determined in accordance with the table set forth above.

The sum of any claw back penalties shall not exceed the amount of any LEDA funds dispersed to the Company.

- c. **Job Audit.** The Company shall submit annually employment reports in the form of an affidavit signed by an officer of the Company and a copy of its annually filing of the Department of Workforce Solutions’ (“DWS”) Employment and Wage Detail Reporting submitted to DWS. The Company will provide all of such reports to the City. The City may request a copy of the Company’s quarterly employment reports, at any time while this Agreement is in effect, and the Company agrees to provide such documents. The Company acknowledges this annual reporting will be relied upon by the City to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of City Contribution as stipulated in this Agreement without up to date annually job reporting as set forth herein.
7. **Fees.** Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

8. **Annual Performance Review.** To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by City staff beginning on December 31, 2019 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the City. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City may request the Company to provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

9. **Termination.** This Agreement shall terminate at the close of business on January 31, 2022 or when otherwise terminated by ordinance.
10. **Request for early release of security.** After meeting the LEDA obligation, if the Company achieves and then sustains the Minimum Job Number of 11 employees for 180 consecutive days (6 months) prior to December 31, 2020, the Company may request that the Security be released. Said request shall be made in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. A request for release of the Security may not be submitted prior to December 31, 2020. In the event that a request for early release of Security is granted, the job reporting and annual performance review requirements of this Agreement remain in full effect through the termination date stated above.
11. **Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.
12. **Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto including the New Mexico Economic Development Department.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico.
14. **Miscellaneous.** This Agreement binds and inures to the benefit of the City and the Company and their respective successors and permitted assigns. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.
15. **Notice.** All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and

delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the City:

City of Alamogordo
Office of the City Manager
1376 E Ninth St
Alamogordo, NM 88310

If to the Company:

Moran & Wright Jewelry & Metal Care Products, LLC
Attn: SHANNAN T, WRIGHT, CEO
2350 EUDORA
ALAMOGORDO CITY, NM 88310
Tel: (575) 4307106

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of
this _____ day of _____, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Brian Cesar, Interim City Manager

MORAN & WRIGHT

By: _____
Shannon Wright

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney



LEDA PROJECT APPLICATION

The purpose of the Application is to identify the project area and to present a detailed plan on how the proceeds of the LEDA funds will be put to use. This Plan is presented to demonstrate to the City, what the public benefits of this project are and to help the City evaluate the application's merit in comparison to other projects submitted, as well as assist the review committee in determining eligibility according to the City's LEDA Act. The applicant and its agent will endeavor to provide the City any additional information reasonably requested.

APPLICANT INFORMATION

Legal Name	Moran & Wright Jewelry and Metal Care Products, LLC.
Trade Name (dba)	Rich Glo, Brilliant Shine
Project Name if different from above	N/A
Address	2350 Eudora St.
City, State, Zip	Alamogordo, NM 88310
Phone	575-430-7106
Fax	575-488-1966
Primary Contact Person	Shannan T. Wright
Federal Tax ID #	83-1164998 EXHIBIT 5
NM State Tax and Rev. #	03-388960-00-0
City/County Business License #	18-00023948 EXHIBIT 3
NAICS Code	325612
This business is organized as a:	☐ C-Corporation ☐ S-Corporation ☒ LLC ☐ Partnership ☐ Proprietorship ☐ NPO

Please attach copies of (exhibit 1, 2, etc.):

 X Incorporation Papers EXHIBIT 1

 By-laws

See Business Plan Resume of Owner (Shannan T Wright) EXHIBIT 6

A) Project Information:

- a. Description of Proposed Development, its product and its timeline.
See Business Plan page 2
- b. Provide a detailed scope of work that is specific to the funding request/award
- c. Business Plan or detailed information such as:
 - i. Executive Summary; Business description and history
See Business Plan page 2
 - ii. Infrastructure Development/Needs EXHIBIT 2
 - iii. Market analysis and strategy
See Business Plan page 6 & 9
 - iv. Summary of competition
See Business Plan page 7
 - v. Tax Reporting Status
 - vi. Effect on Existing Industry and Commerce during and after Construction
N/A
 - vii. Land Acquisition
Complete
 - viii. Local Purchasing
 - ix. Water Conservation
N/A
 - x. Relocation of Individuals or Businesses
All employees are anticipated to be local.
 - xi. Construction Schedule See Business Plan
 - 1. Target Close Date
 - 2. General Contract Signed
 - 3. Construction Start
 - 4. Construction End
 - 5. New Facility Operational Date 1 September 2018Operations plan (See Business Plan page 11)
Organizational chart- Shannan T Wright, Owner
 - xii. Any document or record that the local governing body, in its sole discretion, deems necessary.

B) Financial Information

- a. Detailed assumptions for business and proposed projects; pro--forma cash flow analysis; three year projected income statements, whichever is applicable (See Business Plan page 23, 25).
- a. Financial statements with independent audits, if available, or Tax returns, for the past three years.
- b. City/County business license number/proof or statement that registration will pursued or secured. 18-00023948 EXHIBIT 3
- c. Does the amount requested reasonably represent the money needed to complete the project? Yes
- d. If a gap exists, please define/explain options being pursued or solution to fund that gap. N/A
- e. Provide schedule of funding commitments. Provide copies of any term/commitment letters. N/A
- f. What is the equity investment from the applicant? \$275,000.00
- g. What is the collateral/security to be pledged to the funds awarded? Property Deed
- h. What is the method of appraisal for stated security? Purchase Price and Improvements

Funding Type	Source	Amount
Equity Investment	2350 Eudora Property	\$275,000
City funding	LEDA	\$225,000
Bank Loans	NA	NA
Cash down and % it represents of the total project costs		
Other Loans		
Other Sources		
	TOTAL	\$500,000

C) History and Background

- a. Track record with projects of this type? Fred Moran is a Consultant to us with 27 + years of experience.
- b. Explain the commitment to build, operate, and manage the project? I am a local Businessman and I am managing on a day to day basis.
- c. Any officers ever filed for bankruptcy? N/A
- d. List Current officers and directors
Shannan T. Wright – Managing Member Drivers Lic attached EXHIBIT 4
- e. Applicant or any of its officers ever defaulted on any loans or financial obligation? N/A
- f. Does the applicant have any loans or other financial obligations on which payments are not current? N/A

D) Community Aspects

- a. What are the infrastructure needs at the community level, not yet in place or in process that will affect this project's application?
- b. What specific incentives are being REQUESTED from the COMMUNITY (e.g. parcel of land, building lease, waiver of fees, utility access/extension)?

Property Tax Abatements _____
Infrastructure Improvement X
Tax Increment Financing _____
Grey Water _____
Other _____

Industrial Revenue Bonds _____
Access to Loan Funds _____
Public Improvement Districts _____
Other Customized Incentives _____

-
- c. What specific incentives are being PROVIDED from the COMMUNITY (e.g. parcel of land, building lease, waiver of fees, utility access/extension)?

E) Job Creation/Performance

- Outline the number and types of jobs to be created.
- Outline the proposed pay scale and payroll proposed by the entity
- Outline the benefits offered to the employees, including but not limited to health care and retirement?
- Outline any efforts being made or proposed by the applicant to employment opportunities to people within the local employment pool

SAMPLE			Number of Jobs Created	
Job Title or Type	Estimated Pay Scale	At Start-up	Beginning of Year 2	Beginning of Year 3
Receptionist /bookkeeper (L)	\$10 - \$15/hr.	0	1	0
Inside sales and customer support professional (L)	\$15 - \$20/hr.	0	0	1
Marketing research and data analyst (L)	\$10 - \$20/hr.	0	0	1
Machine Operator (filling line) (L)	\$10 - \$12/hr.	1	1	0
Screen Printing Professional (L)	\$10 - \$15/hr.	0	0	1
Director of Sales and Marketing (R)	\$20 - \$25/hr.	1	0	0
Social Media/Online marketing specialist (L)	\$10 - \$15/hr.	0	1	0
Package/Shipping (L)	\$8.50-\$10/hr.	1	1-2	2-3
Total No. of Jobs Created			7-9	9-11
Total Estimated Payroll			\$74,800	\$96,000

Please indicate in the above chart which jobs will be:

- Fill locally (L)
- Fill by transfer from other facilities (T) or recruited from outside the COMMUNITY (R)

JOB RETENTION INFORMATION (IF APPLICABLE) N/A

			Number of Retained/Impacted	
Job Title or Type	Estimated Pay Scale	At Start-up	Beginning of Year 2	Beginning of Year 3
Total No. of Jobs Created				
Total Estimated Payroll				

F) Impacts (environmental, fiscal, economic, etc.)

- a. Outline any impacts to the environment

N/A

- b. Status of permitting/regulatory matters needed for project: **Building Permits for Infrastructure that is needed**

- c. By request, NMEDD can provide the Economic Impact Analysis to address the impact to the local tax base, the school system, etc.)

☒ Yes ☐ No

Any supplemental documents that are submitted to support the application are to be included with this application and noted as "exhibit 1, 2" etc.

A review of the application and its contents will be done by a committee put together for the express purpose of accomplishing due diligence in review of all applicable information, accomplish any validation needed as to qualifying entities eligibility, and provide a recommendation to City Staff and the City Commission; applicant will be advised of any missing or supplemental information needed. This process may take upwards of 60 to 90 day to complete. Applicant's patience and accommodation towards any additional items asked for is greatly appreciated.

CITY OF ALAMOGORDO
Individual AUTHORIZATION FOR EXAMINATION AND RELEASE OF
INFORMATION

(if corporation, a different document will be provided)

I, Shannan T. Wright, hereby grant permission to the City of Alamogordo to conduct a review, full disclosure, and release of any and all information authorized pursuant to federal and state law. The purpose for obtaining and examining the information is to construct a record of my personal and professional history to ensure I meet the requirements the New Mexico Economic Development Department has established for recipients of State funds. I understand the investigation will be conducted by the New Mexico Economic Development Department, the New Mexico Department of Public Safety, or their contractors, and the results of the investigation will only be supplied to the New Mexico Economic Development Department.

I hereby grant the New Mexico Economic Development Department permission to obtain any information in my background pertaining to any credit (to include obtaining a copy of my credit report), education, investigation, arrest and/or conviction of myself in any criminal or civil matter. I also authorize an employee of the New Mexico Economic Development Department, as my authorized representative, to obtain from the New Mexico Taxation and Revenue Department any tax information that is in any way related to me or a company I own or have invested in. I hereby direct you to release such information upon the request of this bearer. I hereby release you as custodian of such records for any criminal justice, law enforcement or court agency, including its officers and employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, that may at any time result to the New Mexico Economic Development Department or the State of New Mexico because of compliance with this authorization and request to release information; or any attempt to comply with it.

1. The information reviewed, disclosed, and/or released may be used by the New Mexico Economic Development Department for any lawful purpose and/or to determine my or my company's suitability to receive funds from the State of New Mexico.
2. I hereby release the providers and users of the information collected pursuant to this authorization from any liability under state or federal privacy laws and further release the New Mexico Economic Development

Department, its contractors, agents, and/or employees from any liability which may be incurred as a result of the collection and use of information.

3. I understand I may revoke this authorization in writing at any time.
4. This authorization will automatically expire in 60 days from the date it is signed.

FULL NAME: Shannan T. Wright

SIGNATURE: _____

SSN: 476-72-7357

DOB: 06/03/1960

DATE: 6 December 2018

* PLEASE INCLUDE A PHOTO COPY OF THE INDIVIDUAL'S PHOTO ID.

Scribed and sworn to me on this _____ day of _____, 20____, _____ County, New Mexico

Signed _____
Notary Public

My Commission
expires: _____

Moran & Wright



Jewelry and Metal Care Products, LLC.

Business Plan
July 2018

Company

Company History

Rich Glo Products, Inc. ("Rich Glo") has been supplying jewelry merchants and manufacturers with quality jewelry care products for more than 30 years.

Rich Glo Products has had more than 30 years of experience in the jewelry industry, in both manufacturing and retail markets with Rich Glo Products in product development, manufacturing, and sale of jewelry cleaning products.

Rich Glo's products consist of polishing cloths to liquid cleaners and polishing creams. Rich Glo is the most innovative supplier of private-labeled jewelry care products in the industry, and has garnered customer trust and satisfaction. Rich Glo's product line is safe and easy to use and delivers professional results.

Rich Glo is able to serve the industry with fast and efficient order processing and delivery worldwide. The company provides services such as pre-ticketed items, compliance labeling, drop shipping, bulk packaged products for manufacturers, and personalized and private labeled products.

Moran & Wright Jewelry and Metal Products, LLC. Has purchased Rich Glo Jewelry Care Products, Inc. in July 2018. Rich Glo, Inc. has been dissolved & FM Consulting has been hired by Shannan T. Wright, The business has relocated operations to Alamogordo, NM. We will continue to supply jewelry merchants and manufacturers with the highest quality jewelry care products in the market, combining the most effective formulas with competitively priced, private-label, and brand name products.

Ownership & Structure

Moran & Wright Jewelry and Metal Products (Rich Glo, Inc.) is an LLC with national and international sales in the jewelry marketplace, specifically in jewelry care products. Shannan T. Wright will own 100% of M&W, LLC. FM Consultants LLC. has been hired as a Consultant and will assist with operations, Training and making sure the equipment is functional and operates as intended.

Our advantages

M&W products are effective and easy to use and manufactured under rigid quality standards. From polishing cloths to liquid cleaners and polishing creams, we are the most innovative supplier of private-labeled jewelry care products in the industry, and have garnered customer trust and satisfaction. Our product line is safe and easy to use and delivers professional results.

Moran & Wright Jewelry and Metal Products (Rich Glo, Inc.) is able to serve the industry with fast and efficient order processing and delivery worldwide. The company provides services such as pre-ticketed items, compliance labeling, drop shipping, bulk packaged products for manufacturers, and personalized and private labeled products.

Moran & Wright Jewelry and Metal Products (Rich Glo, Inc.) offers exceptional customer service to every customer, every day, every time and our customers keep coming back year after year.

Moran & Wright Jewelry and Metal Products (Rich Glo, Inc.) not only has products for Jewelry care we have exclusive products for high end air planes and plan to expand our products and market beyond Jewelry care. This will give us the edge over our competitors who only serve the Jewelry market.

Opportunity

Problem & Solution

Problem

Rich Glo, Inc. has been in business for over 30 years however in the last 5 years there has been a death of a partner which brought some changes of ownership and partnerships.

Most recently in 2015 Rich Glo was forced to operate in a warehouse that was also operating and manufacturing a different product while waiting for the completion of a new facility. This slowed Rich Glo's momentum and ability to produce large orders. The last three years have been slow.

Although the seven month period in 2017 showed an increase in sales revenue of \$30,000.00, we still show a loss of \$13,000 for the year. In large part, the loss was due to additional costs associated with moving into the new location, ie... HVAC, Electrical, Plumbing, RO & Water Softener Needs for the products being produced, Wiring of the relocated equipment and equipment maintenance; telephone system, security etc.

Lack of resources to adequately maintain day-to-day operations and the current partnership contributed to Rich Glo's inability to maintain a steady momentum and becomes a detriment to growth.

Our Solution

Moran & Wright Jewelry and Metal Products (Rich Glo, Inc.) has a proven business model and quality products. Fred Moran was at a point where he needed to dissolve the current partnership in order to grow Rich Glo. was looking for a Business person to invest and help provide dedicated support for the day to day operations.

Fred has chosen to sell out to Shannan T. Wright, a successful business owner in Alamogordo, NM to rejuvenate and grow the Rich Glo brand. Shannan will be able to provide Rich Glo with financial support to allow M&W to set up a new location, purchase materials, marketing campaign, and hire employees. This new venture

will allow M&W with Rich Glo products the opportunity to be 100% operational, launch newly developed products, and grow to its fullest potential.

In 2017 Rich Glo reduced costs associated with manufacturing and we plan to increase sales by a conservative estimate of 30% annual growth each year over the next 3 years. The growth will allow us to purchase materials in large quantities, minimize Shipping and Custom Fees therefore reducing our costs while increasing our revenue.

In 2018, Moran & Wright Jewelry and Metal Products, LLC. will introduce the "Brilliant Shine" line of products to the mix. These products will target higher end retailers and chain stores globally as well as jewelry supply companies for distribution purposes. Initially, two sizes of suede cloth, 4"x 8" and 8"x10" cloth will be offered, under this brand.

We have, in recent months acquired exclusivity agreements with fabric manufacturers in China as well as sole distribution rights to a line of cleaning solutions for fine time instruments. We have a formulation chemist that provides us with tweaks to our products formulas to ensure safety and efficacy of all our products.

By expanding and refreshing the look of our product line, executing our aggressive marketing plan, and hiring a dedicated team that supports Moran & Wright Jewelry and Metal Products' mission we will be profitable and ensure our future viability and success.

Target Market

Moran & Wright Jewelry and Metal Product's primary customers are jewelry retailers, jewelry wholesalers, house- to-house jewelry retail, retail jewelry catalogs, jeweler supply companies, and jewelry manufacturers. The current customer base is composed of approximately 500 independent U.S. jewelry and Canadian jewelry retailers, manufacturers, wholesalers and catalog houses.

In the near future, Moran & Wright Jewelry & Metal Products, LLC. plans to expand its reach into the industrial products market and to target higher end jewelry chains, department stores, major mass merchandisers, in-home jewelry sales, and direct to consumer sales (via the web), globally.

The total potential market in the USA is comprised of 56,000 potential accounts.

Competition

Current alternatives

There are many competitors offering Jewelry care products globally. Every competitor has a different formula for their Jewelry cleaning products. Rich Glo has had many companies' switch to their products from competitors because it simply works better.

Although Moran & Wright Jewelry and Metal Products does not have as many customization Jewelry options as some other competitors we do offer private label products. Our customers who purchase our private label jewelry care products have been long lasting customers and we are gaining new ones annually.

In addition to Jewelry care products we have customers that come to us exclusively to produce polishing puffs (pads) for polishing and cleaning silver and gold plated high end luxury insignia for custom aircraft, military regalia and mirrored finished metal manufacturing.

According to the new research, jewelry is the best performing personal accessories category with sales worth US\$ 316 billion in 2016. It is also the fastest growing segment within the personal accessories industry with 3 percent growth between 2015 and 2016. Rich Glo has customers not only in the U.S. but globally. These statistics show how large the market space is and we plan to dominate as much as the market as possible.

Execution



Marketing & Sales

Marketing Plan

Being the best means being the leader in design and development. We consistently challenge the status quo with offerings years ahead of the competition.

Moran & Wright Jewelry and Metal Products plans to focus on developing markets through the use of a newly designed and updated elaborate e-commerce website where customers can register to order directly on line, take advantage of special seasonal promotional offers, and download PDF formatted product brochures, care tips and information on new products and services.

Moran & Wright Jewelry and Metal Products will also utilize social media platforms combined with our email campaigns to both consumer and retailers to help elevate Moran & Wright Jewelry and Metal Products' presence in a global market.

In addition to social media and our new website we will include ads and articles in online trade magazines, National Jeweler and Canadian Jeweler. Exposure is the key to growth.

INDUSTRIAL MARKETS: (non-web supported targets)

- **Supply Houses:** Display Packs, Refill Packs, Bulk Packs and Concentrates
- **Manufacturers:** Bulk Packs and Concentrates
- **Distributors:** Branded Products and Private Labeled Programs.
- **Independent Retailers:** Private Labeled and Personalized Programs, Display Packs and refills.
- **Chain Store Retailers:** High End Branded Products, Higher End Private Labeled Products, Display Packs and Refills
- **Mass Merchandisers:** Discount Brand Products, Private Labeled Products, Display Packs and refills customers will be required to register to access pricing,

promotions etc...This will allow Rich Glo to build their data base and keep track of ordering trends and product popularity. This information will also help with managing inventory and will enable the company to better manage purchasing and budgeting.

Sales Plan

FM Consultants will assist with Advertising and marketing efforts, utilizing our interactive website with integrated social media platforms combined with our email campaigns to both consumer and retailers, FM Consultants will assist the director of sales and marketing for Moran & Wright Jewelry and Metal Products.

FM Consulting suggests that we visit current and potential customers all over the world introducing our new products, delivering samples and building business relationships.

In 2018, Moran & Wright Jewelry and Metal Products will introduce the "Brilliant Shine" line of products to the mix. These products will target higher end retailers and chain stores globally as well as jewelry supply companies for distribution purposes. Initially, two sizes of suede cloth, 4"x 8" and 8"x10" cloth will be offered, under this brand.

We are reviewing new stylish jars and caps for our liquid products, as our current supply is depleted. We are also in the process of formulating and testing a new silver cream.

During 2017 Rich Glo has reduced costs associated with manufacturing by:

- Reformulating polishing products, eliminating the number of chemicals used in older formulations while improving efficacy and perceived value of these products.
- Minimizing the expenditure of packaging materials by purchasing locally in smaller volumes for items that are not big retail sales items but rather are sold to industrial venues such as plating and metal finishing companies.

Key Customers

Moran & Wright Jewelry and Metal Products (Rich Glo, Inc.) primary customers are jewelry retailers, jewelry wholesalers, house- to-house jewelry retail, retail jewelry catalogs, jeweler supply companies, and jewelry manufacturers. The current customer base is composed of approximately 500 independent U.S. jewelry and Canadian jewelry retailers, manufacturers, wholesalers and catalog houses.

DESERT ROSE	QUAKER CITY PLATING, LTD.
HIGH TECH FINISHING	EL CHARRO MEXICAN FOODS
LILLY BARRACK	RIO GRANDE THE BELL GROUP
MIRROR MAGIC	RUNNING BEAR TRADING
MONICA VINADER	SILVER FEATHER JEWELRY
ORTEGA'S ON THE PLAZA	THUNDERBIRD SUPPLY COMPANY

Operations

Locations & Facilities

Moran & Wright Jewelry and Metal Products (Rich Glo, Inc.) will be re-locating from Roswell, NM to Alamogordo, NM in August 2018. Moran & Wright Jewelry and Metal Products has secured a building at 2350 Eudora St, Alamogordo, NM 88310. The new location is 5,000 square feet and offers a loading dock, and office space that is exactly what we need to operate and be successful.

2350 Eudora St. Alamogordo, NM 88310



Moran & Wright Jewelry and Metal Products (Rich Glo, Inc.) is in the process of updating our website and we are expanding our marketing to more social media platforms. Our website also contains an e-commerce store front to receive orders online. We will utilize financial book keeping software as well as payment processing equipment. Each employee will have a business computer for business operations.

Equipment & Tools

1. Aztec Pad Dry Line- Cloth treater
2. MTR Gauntlet- Semi-Auto Screen Printing Press
3. A second manual Silk Screening machine:
 - Inks, Flash Dryer,
 - Oven Belt
 - Exposure unit
4. Oden Servo Pro filling equipment
5. Hydraulic Swing- Arm Cutting Machine
6. Cloth spreader and Fabric Saw
7. Pneumatic Torquing equipment
8. Pillar Automatic Induction Sealing Equipment
9. Puff Treating machine
10. Utility tables and chairs
11. Color Label printer

Milestones & Metrics

Milestones Table

Milestone	Due Date	Who's Responsible
Complete LEDA Application	December 1, 2018	Shannan T Wright
Completed purchase building	May 25, 2018	Shannan T Wright
Relocate Rich Glo Equipment	August 15-30, 2018	Shannan T Wright
Hire Employees	January 15, 2019	Shannan T Wright
M & W in production and operating in Alamogordo	September 15, 2018	Shannan T Wright FM Consultant's

Key metrics

Keeping direct costs low in order to be profitable.

Keeping our website up to date, operational, informative and attractive.

Utilizing sales, social media, and website statistics to target new customers and engage with current customers.

Build a solid team with motivation and dedication to our mission.

Roadmap

In 2018, Moran & Wright Jewelry and Metal Products (Rich Glo, Inc.) will introduce the "Brilliant Shine" line of products to the mix. These products will target higher end retailers and chain stores globally as well as jewelry supply companies for distribution purposes. Initially, two sizes of suede cloth, 4"x 8" and 8"x10" cloth will be offered, under this brand.



We are in the process of testing our new polishing cream and will be releasing this product also in 2018 with the newly updated product look.

Moran & Wright Jewelry and Metal Products (Rich Glo, LLC.) is also updating our product image and packaging for liquid cleaners and creams and these will also be released in 2018 before the Christmas shopping season.

Our Jewelry Polishing clothes have recently been upgraded to a micro fiber cloth and we will be updating the packing to match our new cleaner look.



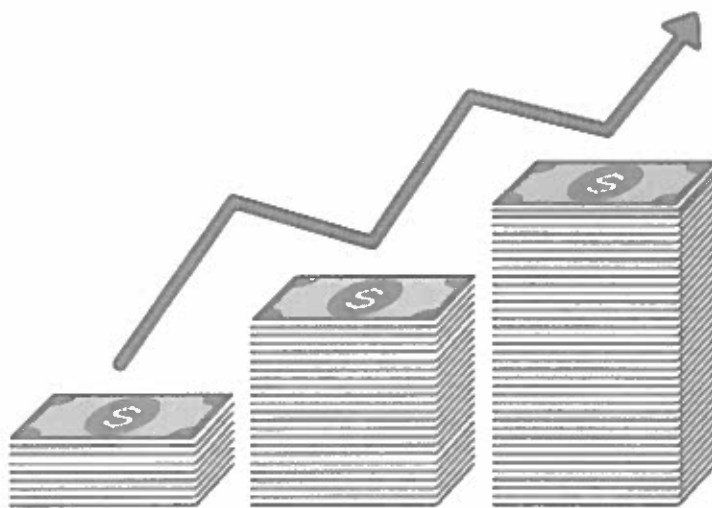
Team



Shannan T. Wright, Owner

Shannan T. Wright is originally grew up in Albert Lea & Owatonna in Minnesota. In 1978 Shannan, newly enlisted in the military, was stationed at Holloman Air Force Base as a Jet Engine Tech for the 479 CRS Squadron and worked at the J-85 Test Cell which Tested and maintained over 300 Jet Engines for the T-38 Trainer Aircraft. Shannan Also served on the Holloman AFB Honor Guard while Active Duty, Shannan Was Honorably Discharged in July of 1982 and was working part time in 1980 at Polson & Grady, Ltd. Shannan is a successful business man and is the President and Owner General Hydronics Inc. & General Hydronics Plumbing, LLC for the past 38 years. He also is a Co-Owner in the Waffle Shoppe & Pancake House in Alamogordo, NM; His wife Tammi & he have STWF LLC. This is a holding company. Shannan is Vice President of Polson & Grady LTD Mechanical & Electrical Contractors. Owner of STW 308 LLC a VRBO Vacation Rental Property, Shannan has served as Secretary on the Board of Directors at the Worship Center for the past 10 years, He is currently on the Board of Directors at the Alamogordo Chamber of Commerce and He is the Honorary Commander for the 635th Material Maintenance squadron (Bear Base) for the past 7 years. Shannan Was Past President of the Alamogordo Parks and Recreation Board, Commissioner for the USSSA Co Ed Softball Association and has coached numerous Soccer, Baseball, Softball & Basketball teams in Men's, Women & Co ED. Shannan will provide financial support and oversee operations and financials. Shannan was the 1996 United States Youth Soccer Federation National Coach of the Year and the 1997 Olympic Committee Developmental Coach of the Year for Youth Soccer.

Financial Plan



Forecast

Key assumptions

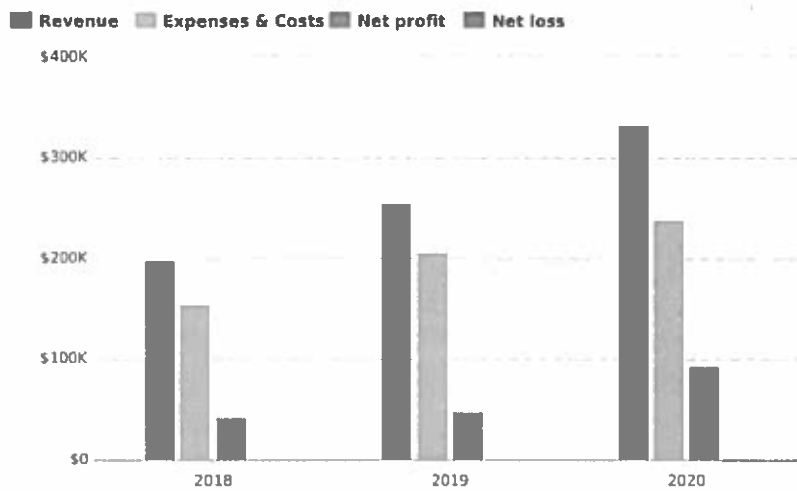
I have projected Moran & Wright Jewelry and Metal Products (Rich Glo, Inc.) projected revenue based on past tax returns, profit and loss statements while keeping in mind new products, new location, and partnerships that will increase revenues.

In a seven month period in 2017 we showed an increase in sales revenue of \$30,000.00, in this short period in the proper building we were able to boost revenue with limited employees and marketing.

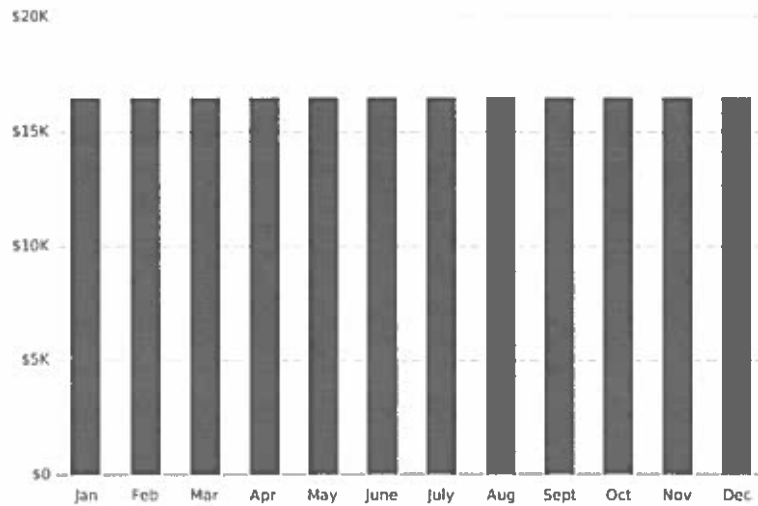
In 2018 with the new location, financial partner, full staff, and newly design products we are confident that we will meet our goal of growing revenue annually by 20 to 25%. Our products are the highest quality of jewelry care products in the market and we have the most effective formulas with competitively priced products will dominate the market.

Moran & Wright Jewelry and Metal Products (Rich Glo, Inc.) plans to possibly hire 4-8 employees. FM Consulting will continue to train and develop the sales, marketing, product development, and overall management of operations. New hires will include Director of sales and Marketing, office manager/secretary, manufacturing and production manager, marketing specialist, and production laborer, Packaging Staff and possible future positions like Equipment Maintenance.

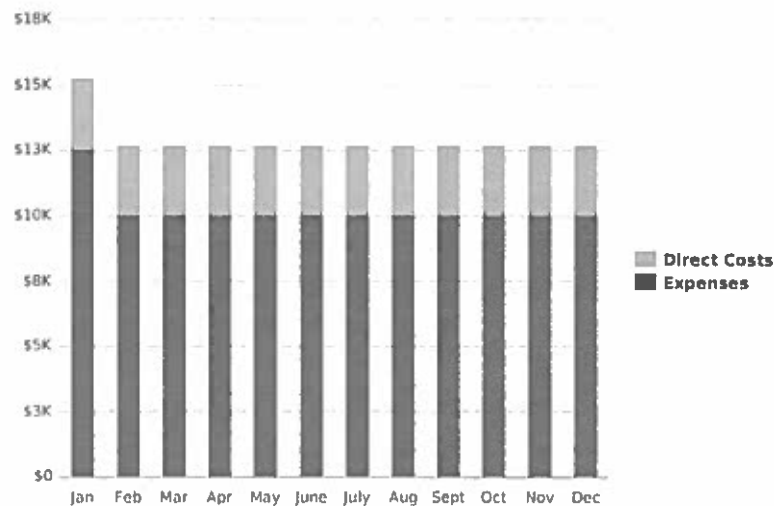
Financial Highlights by Year



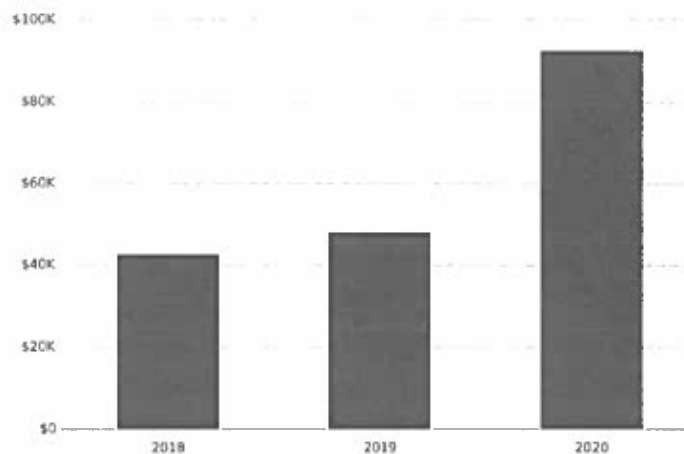
Revenue by Month



Expenses by Month



Net Profit (or Loss) by Year



Financing

Moran & Wright Jewelry and Metal Products, LLC. is seeking funds through the City of Alamogordo's Local Economic Development Act (LEDA) program to reimburse Shannan T. Wright for the purchase of the new location located at 2350 Eudora St., Alamogordo, NM 88310.

Moran & Wright Jewelry and Metal Products (previously Rich Glo) is requesting \$225,000 to Upgrade the Infrastructure and Mechanical System for the 5,000 sq ft. building located at 2350 Eudora St. Alamogordo, NM and complete some needed facility upgrades necessary to operate such as GC, HVAC, Electrical, Plumbing, ADA modifications, Phone & Internet Infra structure improvement's. The collateral/security to be pledged to the funds awarded will be the building and property located at 2350 Eudora St. Alamogordo, NM 88310.

Shannan T. Wright has invested approximately \$375,000 to acquire the new location, complete necessary building upgrades and utilities, purchase Rich Glo, Inc. assets, and relocate equipment and material.

Within the next 5 years Moran & Wright Jewelry and Metal Products, LLC. will provide 4-8 jobs to this community. See our team section for starting personnel details. Our financial projections show that we will be able to fulfill our LEDA obligations within the contract period. We intend to work with the SBDC and Department of Workforce Solutions to develop long term career opportunities over a 3-5 year period, utilizing on the job training and business development programs offered through these agencies.

Projected future positions to be filled are:

- Director of Sales and Marketing
- Social media/online marketing specialist
- Receptionist / bookkeeper
- Inside sales and customer support professional
- Marketing research and data analyst
- Machine Operator (filling line)
- Screen Printing Professional

Rich Glo, Inc. was at a point where a selling out to M&W and moving from Roswell, NM is necessary to grow the company and once again become a leader in the Jewelry care market. Shannan T. Wright felt Alamogordo will be a better community to retain employees. Moran & Wright Jewelry and Metal Products (previously Rich Glo) does not depend solely on the local economy as we are a manufacturer and provide products to local and global markets. We are excited to relocate to Alamogordo and provide jobs for individuals in the Alamogordo area.

Statements

Projected Profit and Loss

	2018	2019	2020
Revenue	\$198,228	\$255,123	\$331,660
Direct Costs	\$32,496	\$63,590	\$87,833
Gross Margin	\$165,732	\$191,533	\$243,826
Gross Margin %	84%	75%	74%
Operating Expenses			
Salaries & Wages	\$74,800	\$95,600	\$95,600
Employee Related Expenses	\$5,984	\$7,648	\$7,648
Utilities	\$3,700	\$3,700	\$3,700
Misc. Supplies	\$5,400	\$2,400	\$2,400
Website-Phone-Internet	\$7,812	\$7,812	\$7,812
Accounting	\$3,600	\$3,600	\$3,600
Insurance	\$3,500	\$3,500	\$3,500
Advertising	\$5,000	\$5,000	\$5,000
Travel	\$2,400	\$2,400	\$2,400
Dues / Subscriptions	\$3,000	\$3,000	\$3,000
Total Operating Expenses	\$115,196	\$134,660	\$134,660
Operating Income	\$50,536	\$56,873	\$109,167
Interest Incurred			
Depreciation and Amortization			
Income Taxes	\$7,580	\$8,531	\$16,375
Total Expenses	\$155,272	\$206,781	\$238,868
Net Profit	\$42,956	\$48,342	\$92,792
Net Profit / Sales	22%	19%	28%

Projected Balance Sheet

	2018	2019	2020
Cash	\$49,016	\$98,531	\$194,815
Total Assets	\$49,016	\$98,531	\$194,815
Accounts Payable	\$0	\$0	\$0
Income Taxes Payable	\$2,096	\$2,131	\$4,092
Sales Taxes Payable	\$3,964	\$5,102	\$6,633
Short-Term Debt			
Prepaid Revenue			
Total Current Liabilities	\$6,060	\$7,233	\$10,725
Long-Term Debt			
Total Liabilities	\$6,060	\$7,233	\$10,725
Paid-In Capital			
Retained Earnings		\$42,956	\$91,298
Earnings	\$42,956	\$48,342	\$92,791
Total Owner's Equity	\$42,956	\$91,298	\$184,090
Total Liabilities & Equity	\$49,016	\$98,531	\$194,815

Projected Cash Flow Statement

	2018	2019	2020
Net Cash Flow from Operations			
Net Profit	\$42,956	\$48,342	\$92,792
Change in Income Tax Payable	\$2,096	\$35	\$1,961
Change in Sales Tax Payable	\$3,964	\$1,138	\$1,531
Change in Prepaid Revenue			
Net Cash Flow from Operations	\$49,016	\$49,515	\$96,283
Net Cash Flow from Investing & Financing			
Cash at Beginning of Period	\$0	\$49,016	\$98,531
Net Change in Cash	\$49,016	\$49,515	\$96,283
Cash at End of Period	\$49,016	\$98,531	\$194,815

On a side note we have had to start production the 1st of September to be able to fulfill current customer's orders and retain their business. We have had over \$100,000.00 in sales in September & October alone. However due to the amount of resources required to make this move our cost will be a little higher this year but this is a good start to offsetting those costs.

We are very excited to be a part of the Alamogordo Community and are looking forward to be partnering with the Alamogordo Chamber of Commerce and OCDEC.

Thank you very much for your consideration. Please feel free to contact me with any questions or concerns you may have.

Respectfully,

Shannan T Wright
575-430-7106

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/19/2019

Report No: 16.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2019-14 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of March 26, 2019. *(Evelyn Huff, Budget Analyst)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Beginning Cash Balances \$0

Revenues (\$166,870) (Decrease)

Expenditures \$373,974 (Increase)

Transfer In/Out (\$70,000) (Decrease)

Net Impact (\$610,844)

Recommendation: Approve the resolution

Background: The City Commission adopted the FY 2018-2019 budget on May 22, 2018. The Department of Finance & Administration granted approval of the City of Alamogordo's Fiscal Year FY 2018-2019 Final Budget on September 10, 2018. Resolution 2019-14 amends the Budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of revisions are attached for your review.

ALL FUNDS SUMMARY

DFA 1/12TH REQ RSRV
1,294,095
Fund Reserve Policy
1,294,095
Subsidy Reserve
487,127
Bal. Remaining
572,617

FY19 BUDGET-RESOLUTION 2019-14 (#5) March 26, 2019

FUND NO.	FY 2018-2019 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE	ADJUSTED RESERVE	ADJUSTED RESERVE UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	7,985,201	17,467,938	1,102,457	7,378,519	(6,276,062)	15,529,143	3,647,934	3,075,318	572,617	0	3,075,318	572,617
12	INTERNAL SERVICES	0	416,311	2,642,351	23,733	2,618,618	2,950,259	84,670		\$84,670			84,670
15	CORRECTIONS-JAIL	0	81,827	114,764	1,255	113,509	193,850	1,486		\$1,486			1,486
16	LODGER'S TAX-PROMOTIONAL FUND	189,094	254,304	0	2,476	(2,476)	279,681	161,241		\$161,241			161,241
17	POLICE COURT BOND	7,938	0	0	0	0	0	7,938		\$7,938			7,938
19	COURT AUTOMATION FUND	17,091	81,594	0	24,629	(24,629)	68,202	5,854		\$5,854			5,854
20	LODGER'S TAX-CITY	153,307	439,968	45,000	60,355	(15,355)	577,817	103		\$103			103
21	D.A.R.E. DONATIONS FUND	24,276	6,119	0	0	0	12,570	17,825		\$17,825			17,825
22	DESIGNATED GIFT FUND	0	0	0	0	0	0	0		\$0			0
24	GRANT CAPITAL IMPROVEMENT	62,532	362,039	0	0	0	363,537	61,034		\$61,034			61,034
27	MUNICIPAL COURT OPERATIONS	5,469	10,000	424,656	15,917	408,739	418,934	5,274		\$5,274			5,274
28	POLICE CONTINGENCY	62,730	3,479	0	0	0	7,500	58,709		\$58,709			58,709
31	CEMETERY-PERPETUAL CARE	834,941	22,330	0	98,000	(98,000)	0	759,271		\$759,271			759,271
32	COMMUNITY SERVICES	106,154	569,346	4,382,910	709,633	3,673,277	4,348,293	484		\$484			484
33	FIRE PROTECTION	313,401	685,231	0	0	0	829,026	169,606	24,429	\$145,177	0	24,429	145,177
35	HIDTA GRANT FUND	0	4,295	0	0	0	4,295	0		\$0	0		0
36	LAW ENFORCEMENT FUND	3,362	110,698	0	0	0	110,664	3,396		\$3,396			3,396
37	STATE HIGHWAY FUND	128,259	43,913	0	0	0	34,963	137,209		\$137,209			137,209
38	TRAFFIC SAFETY FUND	61,701	23,492	0	0	0	28,000	57,193		\$57,193			57,193
39	STATE JUDICIAL	4,707	75,500	0	0	0	75,500	4,707		\$4,707			4,707
40	AIRPORT IMPROVEMENT PROJECTS	0	0	0	0	0	0	0		\$0			0
42	1984 GROSS RECEIPTS TAX	2,955,980	1,702,595	125,500	4,493,253	(4,367,753)	28,439	262,383	262,110	\$273	0	262,110	273
44	TRANSPORTATION FUND	0	3,445,674	1,189,228	164,091	1,025,137	4,436,058	34,753	8,776	\$25,977	0	8,776	25,977
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		\$0			0
49	1986 GROSS RECEIPTS TAX	5,982,352	1,777,528	0	6,530,419	(6,530,419)	656,438	573,023	269,454	\$303,569	0	269,454	303,569
50	PROPERTY ACQUISITION	85,010	0	0	0	0	0	85,010		\$85,010			85,010
53	GENERAL OBLIGATION	920,267	1,049,731	0	0	0	1,102,746	867,252	550,942	\$316,310	0	550,942	316,310
54	REVERSE OSMOSIS PROJECT RSV	21,967	1,313	3,511,454	0	3,511,454	2,866,379	668,355		\$668,355			668,355
56	99 GRT FLOOD CONTROL BOND PROJ	1,615,590	232	7,673,556	0	7,673,556	7,741,191	1,548,187		\$1,548,187			1,548,187
59	REVENUE BOND P & I FUND	188,175	3,985	2,668,143	0	2,668,143	2,671,643	188,660		\$188,660			188,660
61	MUNICIPAL INFRASTRUCTURE .0625%	578,486	420,944	0	605,484	(605,484)	7,110	386,836	12,073	\$374,763	0	12,073	374,763
63	COMMUNITY DEVELOPMENT	11,947	0	452,203	48,567	403,636	384,048	31,535		\$31,535			31,535
69	1994 GROSS RECEIPTS	2,576,239	1,687,825	0	3,630,952	(3,630,952)	28,439	604,673	549,566	\$55,107		549,566	55,107
71	ALAMO SENIOR CENTER	3,643	800,253	616,160	4,758	611,402	1,386,235	29,063		\$29,063			29,063
74	ALAMO SENIOR CENTER GIFT	100,294	53,866	0	0	0	91,986	62,174		\$62,174			62,174
75	RETIRED & SENIOR VOL. PROGRAM	1,318	224,914	49,247	18,679	30,568	256,787	13		\$13			13
81	WATER/SEWER OPERATING	12,182,162	21,950,398	3,440,578	1,956,797	1,483,781	34,668,029	948,312	946,315	\$1,997		946,315	1,997
82	98 JT WATER/SEWER BOND P&I	1,233,115	15,588	1,938,428	0	1,938,428	1,938,430	1,248,701		\$1,248,701	0		1,248,701
86	SOLID WASTE COLLECTION SYS.	551,921	2,095,112	0	149,050	(149,050)	2,140,061	357,922	177,481	\$180,441	0	177,481	180,441
89	BONITO CAMPGROUND	379,306	964	0	0	0	0	380,270		\$380,270			380,270
89	ESGRT .0625%	2,107,239	434,856	0	1,715,000	(1,715,000)	367,830	459,265		\$459,265	0		459,265
90	GOLF COURSE	17,313	1,423,400	389,844	100,832	289,012	1,729,511	214		\$214	0		214
91	AIRPORT	90,218	656,230	91,081	47,951	43,130	780,128	9,450	4,718	\$4,732		4,718	4,732
94	OTERO GREENTREE REG LANDFILL	4,449,239	1,041,009	0	2,018	(2,018)	3,425,086	2,063,144		\$2,063,144		0	2,063,144
96	SELF-INSURED FUND	487,880	64,805	0	29,000	(29,000)	45,000	478,685		\$478,685			478,685
98	PAYROLL CLEARING	207,352	0	0	0	0	0	207,352		\$207,352			207,352
104	UTILITY DEPOSITS	703,681	0	0	0	0	0	703,681		\$703,681			703,681
105	ECONOMIC DEVELOPMENT	6,242,324	1,067,737	0	0	0	4,824,289	2,485,772		\$2,485,772			2,485,772
107	SELF INSURED/LIABILITY	952,159	7,194	330,000	448,484	(118,484)	330,000	510,869		\$510,869			510,869
109	2004 GRT CAPITAL OUTLAY	12,608,230	3,469,012	0	3,375,975	(3,375,975)	10,519,257	2,182,010	542,005	\$1,640,005	0	542,005	1,640,005
113	2009 G.O. BOND ACQ FUND	0	0	0	0	0	0	0		\$0			0
114	SIDEWALKS REVOLVING LOANS	136,623	1,717	0	0	0	32,360	105,980		\$105,980			105,980
115	CORP ESCROW ACCOUNT RESERVE	2,000,000	0	0	0	0	0	2,000,000		\$2,000,000			2,000,000
116	REG WATER SUPPLY TRANS LN	0	0	0	0	0	0	0		\$0			0
117	2011 JT W/S REF/IMP REVBD	0	0	0	0	0	0	0		\$0			0
119	2012 GRT REF/IMP REVBD	1,731,793	35,830	448,484	0	448,484	1,920,137	295,970		\$295,970			295,970
121	2015 GO BONDS-FUN CENTER	86,050	22,519	0	0	0	0	108,569		\$108,569			108,569
122	2015 GO BONDS-STREETS	194,386	20,816	0	0	0	47,657	167,545		\$167,545			167,545
901	HOUSING LOW RENT OPERATING	948,223	875,994	0	217	(217)	1,047,675	776,325	87,306	\$689,019	0	87,306	689,019
903	HOUSING HOMEOWNERSHIP OPER	761,606	1,705	0	0	0	28,236	735,075		\$735,075			735,075
904	HOUSING CAPITAL FUND PROJECTS	0	865,360	0	0	0	865,360	0		\$0			0
TOTALS FY2019		73,072,254	65,877,490	31,636,044	31,636,044	0	112,198,779	26,750,962	6,510,493	20,240,469	0	6,510,493	20,240,469

ALL FUNDS SUMMARY
PRELIMINARY 2018-2019

DFA 1/12TH REQ RSRV
1,294,095
Fund Reserve Policy
1,294,095
Subsidy Reserve
487,127
Bal. Remaining
572,617

1

FY19 BUDGET - RESOLUTION 2019-05 (#4) February 26, 2019

FUND NO.	FY 2018-2019 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE	ADJUSTED RESERVE	ADJUSTED RESERVE UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	7,985,201	17,699,303	1,102,457	7,378,519	(6,276,062)	15,332,913	4,075,529	3,075,318	1,000,212	0	3,075,318	1,000,212
	Revision #1		(231,365)				196,230	(427,595)					
	Total Revised Fund 11	7,985,201	17,467,938	1,102,457	7,378,519	(6,276,062)	15,529,143	3,647,934	3,075,318	572,617	0	3,075,318	572,617
12	INTERNAL SERVICES	0	416,311	2,642,351	23,733	2,618,618	2,950,259	84,670		\$84,670			84,670
	Total Revised Fund 12	0	416,311	2,642,351	23,733	2,618,618	2,950,259	84,670	0	84,670	0	0	84,670
15	CORRECTIONS-JAIL	0	81,827	114,764	1,255	113,509	193,850	1,486		\$1,486			1,486
	Total Revised Fund 15	0	81,827	114,764	1,255	113,509	193,850	1,486	0	1,486	0	0	1,486
16	LODGER'S TAX-PROMOTIONAL FUND	189,094	254,304	0	2,476	(2,476)	279,681	161,241		\$161,241			161,241
	Total Revised Fund 16	189,094	254,304	0	2,476	(2,476)	279,681	161,241	0	161,241	0	0	161,241
17	POLICE COURT BOND	7,938	0	0	0	0	0	7,938		\$7,938			7,938
	Total Revised Fund 17	7,938	0	0	0	0	0	7,938	0	7,938	0	0	7,938
19	COURT AUTOMATION FUND	17,091	81,594	0	24,629	(24,629)	68,202	5,854		\$5,854			5,854
	Total Revised Fund 19	17,091	81,594	0	24,629	(24,629)	68,202	5,854	0	5,854	0	0	5,854
20	LODGER'S TAX-CITY	153,307	439,968	45,000	60,355	(15,355)	577,817	103		\$103			103
	Total Revised Fund 20	153,307	439,968	45,000	60,355	(15,355)	577,817	103	0	103	0	0	103
21	D.A.R.E. DONATIONS FUND	24,276	6,119	0	0	0	12,570	17,825		\$17,825			17,825
	Total Revised Fund 21	24,276	6,119	0	0	0	12,570	17,825	0	17,825	0	0	17,825
22	DESIGNATED GIFT FUND	0	0	0	0	0	0	0		\$0			0
24	GRANT CAPITAL IMPROVEMENT	62,532	362,039	0	0	0	363,537	61,034		\$61,034			61,034
	Total Revised Fund 24	62,532	362,039	0	0	0	363,537	61,034	0	61,034	0	0	61,034
27	MUNICIPAL COURT OPERATIONS	5,469	10,000	424,656	15,917	408,739	418,934	5,274		\$5,274			5,274
	Total Revised Fund 27	5,469	10,000	424,656	15,917	408,739	418,934	5,274	0	5,274	0	0	5,274
28	POLICE CONTINGENCY	62,730	3,479	0	0	0	7,500	58,709		\$58,709			58,709
	Total Revised Fund 28	62,730	3,479	0	0	0	7,500	58,709	0	58,709	0	0	58,709
31	CEMETERY-PERPETUAL CARE	834,941	22,330	0	98,000	(98,000)	0	759,271		\$759,271			759,271
	Total Revised Fund 31	834,941	22,330	0	98,000	(98,000)	0	759,271	0	759,271	0	0	759,271
32	COMMUNITY SERVICES	106,154	569,346	4,382,910	709,633	3,673,277	4,348,293	484		\$484			484
	Total Revised Fund 32	106,154	569,346	4,382,910	709,633	3,673,277	4,348,293	484	0	484	0	0	484
33	FIRE PROTECTION	313,401	685,231	0	0	0	829,026	169,606	24,429	\$145,177	0	24,429	145,177
	Total Revised Fund 33	313,401	685,231	0	0	0	829,026	169,606	24,429	145,177	0	24,429	145,177
35	HIDTA GRANT FUND	0	4,295	0	0	0	4,295	0		\$0			0
	Total Revised Fund 35	0	4,295	0	0	0	4,295	0	0	0	0	0	0

36	LAW ENFORCEMENT FUND	3,362	110,698	0	0	0	110,664	3,396		\$3,396		3,396
	Total Revised Fund 36	3,362	110,698	0	0	0	110,664	3,396	0	3,396	0	3,396
37	STATE HIGHWAY FUND	128,259	43,913	0	0	0	34,963	137,209		\$137,209		137,209
	Total Revised Fund 37	128,259	43,913	0	0	0	34,963	137,209	0	137,209	0	137,209
38	TRAFFIC SAFETY FUND	61,701	23,492	0	0	0	28,000	57,193		\$57,193		57,193
	Total Revised Fund 38	61,701	23,492	0	0	0	28,000	57,193	0	57,193	0	57,193
39	STATE JUDICIAL	4,707	75,500	0	0	0	75,500	4,707		\$4,707		4,707
	Total Revised Fund 39	4,707	75,500	0	0	0	75,500	4,707	0	4,707	0	4,707
40	AIRPORT IMPROVEMENT PROJECTS	0	0	0	0	0	0	0		\$0		0
	Total Revised Fund 40	0	0	0	0	0	0	0	0	0	0	0
42	1984 GROSS RECEIPTS TAX	2,955,980	1,709,051	125,500	4,528,253	(4,402,753)	0	262,278	262,110	\$168		262,110
	Revision #1		(6,456)				0	28,439		(34,895)		
	Revision #2				(35,000)	35,000				35,000		
	Total Revised Fund 42	2,955,980	1,702,595	125,500	4,493,253	(4,367,753)	28,439	262,383	262,110	273		262,110
44	TRANSPORTATION FUND	0	3,418,694	1,224,228	164,091	1,060,137	4,428,948	49,883	8,776	\$41,107	0	8,776
	Revision #1		26,980				7,110	19,870				41,107
	Revision #2			(35,000)		(35,000)		(35,000)				
	Total Revised Fund 44	0	3,445,674	1,189,228	164,091	1,025,137	4,436,058	34,753	8,776	25,977	0	8,776
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		\$0		0
49	1986 GROSS RECEIPTS TAX	5,982,352	1,783,984	0	6,530,419	(6,530,419)	627,999	607,918	269,454	\$338,464	0	269,454
	Revision #1		(6,456)				28,439	(34,895)				338,464
	Total Revised Fund 49	5,982,352	1,777,528	0	6,530,419	(6,530,419)	656,438	573,023	269,454	303,569	0	269,454
50	PROPERTY ACQUISITION	85,010	0	0	0	0	0	85,010		\$85,010		85,010
	Total Revised Fund 50	85,010	0	0	0	0	0	85,010	0	85,010	0	85,010
53	GENERAL OBLIGATION	920,267	1,049,731	0	0	0	1,102,746	867,252	550,942	\$316,310	0	550,942
	Total Revised Fund 53	920,267	1,049,731	0	0	0	1,102,746	867,252	550,942	316,310	0	550,942
54	REVERSE OSMOSIS PROJECT RSV	21,967	1,313	3,511,454	0	3,511,454	2,866,379	668,355		\$668,355		668,355
	Total Revised Fund 54	21,967	1,313	3,511,454	0	3,511,454	2,866,379	668,355	0	668,355	0	668,355
56	99 GRT FLOOD CONTROL BOND PROJ	1,615,590	232	7,673,556	0	7,673,556	7,741,191	1,548,187		\$1,548,187		1,548,187
	Total Revised Fund 56	1,615,590	232	7,673,556	0	7,673,556	7,741,191	1,548,187	0	1,548,187	0	1,548,187
59	REVENUE BOND P & I FUND	188,175	3,985	2,668,143	0	2,668,143	2,671,643	188,660		\$188,660		188,660
	Total Revised Fund 59	188,175	3,985	2,668,143	0	2,668,143	2,671,643	188,660	0	188,660	0	188,660
61	MUNICIPAL INFRASTRUCTURE .0625%	578,486	393,964	0	605,484	(605,484)	0	366,966	12,073	\$354,893	0	12,073
	Revision #1		26,980				7,110	19,870				354,893
	Total Revised Fund 61	578,486	420,944	0	605,484	(605,484)	7,110	386,836	12,073	374,763	0	12,073
63	COMMUNITY DEVELOPMENT	11,947	0	452,203	48,567	403,636	384,048	31,535		\$31,535		31,535
	Total Revised Fund 63	11,947	0	452,203	48,567	403,636	384,048	31,535	0	31,535	0	31,535
69	1994 GROSS RECEIPTS	2,576,239	1,694,281	0	3,630,952	(3,630,952)	0	639,568	549,566	\$90,002		549,566
	Revision #1		(6,456)				28,439	(34,895)				90,002
	Total Revised Fund 69	2,576,239	1,687,825	0	3,630,952	(3,630,952)	28,439	604,673	549,566	55,107	0	549,566
71	ALAMO SENIOR CENTER	3,643	800,253	616,160	4,758	611,402	1,386,235	29,063		\$29,063		29,063
	Total Revised Fund 71	3,643	800,253	616,160	4,758	611,402	1,386,235	29,063	0	29,063	0	29,063
74	ALAMO SENIOR CENTER GIFT	100,294	53,866	0	0	0	91,986	62,174		\$62,174		62,174
	Total Revised Fund 74	100,294	53,866	0	0	0	91,986	62,174	0	62,174	0	62,174
75	RETIRED & SENIOR VOL. PROGRAM	1,318	224,914	49,247	18,679	30,568	256,787	13		\$13		13
	Total Revised Fund 75	1,318	224,914	49,247	18,679	30,568	256,787	13	0	13	0	13

81	WATER/SEWER OPERATING	12,182,162	21,950,398	3,440,578	1,956,797	1,483,781	34,668,029	948,312	946,315	\$1,997		946,315	1,997
	Total Revised Fund 81	12,182,162	21,950,398	3,440,578	1,956,797	1,483,781	34,668,029	948,312	946,315	1,997		946,315	1,997
82	98 JT WATER/SEWER BOND P&I	1,233,115	15,588	1,938,428	0	1,938,428	1,938,430	1,248,701		\$1,248,701	0		1,248,701
	Total Revised Fund 82	1,233,115	15,588	1,938,428	0	1,938,428	1,938,430	1,248,701	0	1,248,701	0	0	1,248,701
86	SOLID WASTE COLLECTION SYS.	551,921	2,095,112	0	149,050	(149,050)	2,140,061	357,922	177,481	\$180,441	0	177,481	180,441
	Total Revised Fund 86	551,921	2,095,112	0	149,050	(149,050)	2,140,061	357,922	177,481	180,441	0	177,481	180,441
88	BONITO CAMPGROUND	379,306	964	0	0	0	0	380,270		\$380,270	0		380,270
	Total Revised Fund 88	379,306	964	0	0	0	0	380,270	0	380,270	0	0	380,270
89	ESGRT .0625%	2,107,239	407,876	0	1,715,000	(1,715,000)	360,720	439,395		\$439,395	0		439,395
	Revision #1		26,980					7,110					
	Total Revised Fund 89	2,107,239	434,856	0	1,715,000	(1,715,000)	367,830	459,265	0	459,265	0	0	459,265
90	GOLF COURSE	17,313	1,423,400	389,844	100,832	289,012	1,729,511	214		\$214	0	0	214
	Total Revised Fund 90	17,313	1,423,400	389,844	100,832	289,012	1,729,511	214	0	214	0	0	214
91	AIRPORT	90,218	656,230	91,081	47,951	43,130	780,128	9,450	4,718	\$4,732		4,718	4,732
	Total Revised Fund 91	90,218	656,230	91,081	47,951	43,130	780,128	9,450	4,718	4,732		4,718	4,732
94	OTERO GREENTREE REG LANDFILL	4,449,239	1,041,009	0	2,018	(2,018)	3,425,086	2,063,144		\$2,063,144	0	0	2,063,144
	Total Revised Fund 94	4,449,239	1,041,009	0	2,018	(2,018)	3,425,086	2,063,144	0	2,063,144	0	0	2,063,144
96	SELF-INSURED FUND	487,880	64,805	0	29,000	(29,000)	45,000	478,685		\$478,685	0		478,685
	Total Revised Fund 96	487,880	64,805	0	29,000	(29,000)	45,000	478,685	0	478,685	0	0	478,685
98	PAYROLL CLEARING	207,352	0	0	0	0	0	207,352		\$207,352	0		207,352
	Total Revised Fund 98	207,352	0	0	0	0	0	207,352	0	207,352	0	0	207,352
104	UTILITY DEPOSITS	703,681	0	0	0	0	0	703,681		\$703,681	0		703,681
	Total Revised Fund 104	703,681	0	0	0	0	0	703,681	0	703,681	0	0	703,681
105	ECONOMIC DEVELOPMENT	6,242,324	1,051,902	0	0	0	4,810,069	2,484,157		\$2,484,157			2,484,157
	Revision #1		15,835					14,220		1,615			
	Total Revised Fund 105	6,242,324	1,067,737	0	0	0	4,824,289	2,485,772	0	2,485,772	0	0	2,485,772
107	SELF INSURED/LIABILITY	952,159	7,194	330,000	448,484	(118,484)	330,000	510,869		\$510,869			510,869
	Total Revised Fund 107	952,159	7,194	330,000	448,484	(118,484)	330,000	510,869	0	510,869	0	0	510,869
109	2004 GRT CAPITAL OUTLAY	12,608,230	3,481,924	0	3,375,975	(3,375,975)	10,462,379	2,251,800	542,005	\$1,709,795	0	542,005	1,709,795
	Revision #1		(12,912)				56,878	(69,790)					
	Total Revised Fund 109	12,608,230	3,469,012	0	3,375,975	(3,375,975)	10,519,257	2,182,010	542,005	1,640,005	0	542,005	1,640,005
113	2009 G.O. BOND ACQ FUND	0	0	0	0	0	0	0		\$0	0	0	0
	Total Revised Fund 113	0	0	0	0	0	0	0	0	0	0	0	0
114	SIDEWALKS REVOLVING LOANS	136,623	1,717	0	0	0	32,360	105,980		\$105,980	0		105,980
	Total Revised Fund 114	136,623	1,717	0	0	0	32,360	105,980	0	105,980	0	0	105,980
115	CORP ESCROW ACCOUNT RESERVE	2,000,000	0	0	0	0	0	2,000,000		\$2,000,000			2,000,000
116	REG WATER SUPPLY TRANS LN	0	0	0	0	0	0	0		\$0	0	0	0
	Total Revised Fund 116	0	0	0	0	0	0	0	0	0	0	0	0
117	2011 JT W/S REF/IMP REVBD	0	0	0	0	0	0	0		\$0	0	0	0
	Total Revised Fund 117	0	0	0	0	0	0	0	0	0	0	0	0
119	2012 GRT REF/IMP REVBD	1,731,793	35,830	448,484	0	448,484	1,920,137	295,970		\$295,970			295,970
	Total Revised Fund 119	1,731,793	35,830	448,484	0	448,484	1,920,137	295,970	0	295,970	0	0	295,970
121	2015 GO BONDS-FUN CENTER	86,050	22,519	0	0	0	0	108,569		\$108,569	0		108,569
	Total Revised Fund 121	86,050	22,519	0	0	0	0	108,569	0	108,569	0	0	108,569
122	2015 GO BONDS-STREETS	194,386	20,816	0	0	0	47,657	167,545		\$167,545			167,545
	Total Revised Fund 122	194,386	20,816	0	0	0	47,657	167,545	0	167,545	0	0	167,545

901	HOUSING LOW RENT OPERATING	948,223	875,994	0	217	(217)	1,047,675	776,325	87,306	\$689,019	0	87,306	689,019
	Total Revised Fund 901	948,223	875,994	0	217	(217)	1,047,675	776,325	87,306	689,019	0	87,306	689,019
903	HOUSING HOMEOWNERSHIP OPER	761,606	1,705	0	0	0	28,236	735,075		\$735,075			735,075
	Total Revised Fund 903	761,606	1,705	0	0	0	28,236	735,075	0	735,075	0	0	735,075
904	HOUSING CAPITAL FUND PROJECTS	0	865,360	0	0	0	865,360	0		\$0			0
	Total Revised Fund 904	0	865,360	0	0	0	865,360	0	0	0	0	0	0
TOTALS FY2019		73,072,254	65,877,490	31,636,044	31,636,044	0	112,198,779	26,750,962	6,510,493	20,240,469	0	6,510,493	20,240,469

Resolution # 2019-14 March 26 2019

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #1						
Revision is to reproject GRT revenues based on current year and historical data. Revision is also bring revenue levels to gross amounts and add expense budgets for the admin fees, per DFA guidance.						
Recurring	11	GENERAL FUND				
		<i>Revenues</i>				
		011-0000-311-10-10	MUNICIPAL GRT .5000%	3,372,590	(51,038)	3,321,552
		011-0000-313-12-09	STATE SHARE GRT 1.225%	8,318,129	(180,327)	8,137,802
				11,690,719	(231,365)	11,459,354
		<i>Expenditures</i>				
		011-0000-472-XX-XX	GRT ADMIN FEES	-	196,230	196,230
Recurring	42	1984 GROSS RECEIPTS TAX				
		<i>Revenues</i>				
		042-0000-311-10-21	MUNICIPAL GRT .2500%	1,667,232	(6,456)	1,660,776
		<i>Expenditures</i>				
		042-0000-472-XX-XX	GRT ADMIN FEES	-	28,439	28,439
Recurring	44	TRANSPORTATION FUND				
		<i>Revenues</i>				
		044-0000-311-10-15	INFRASTRUCTURE GRT .0625%	388,214	26,980	415,194
		<i>Expenditures</i>				
		044-0000-472-XX-XX	GRT ADMIN FEES	-	7,110	7,110
Recurring	49	1986 GROSS RECEIPTS TAX				
		<i>Revenues</i>				
		049-0000-311-10-21	MUNICIPAL GRT .2500%	1,667,232	(6,456)	1,660,776
		<i>Expenditures</i>				
		049-0000-472-XX-XX	GRT ADMIN FEES	-	28,439	28,439
Recurring	61	MUNICIPAL INFRASTRUCTURE .0625%				
		<i>Revenues</i>				
		061-0000-311-10-15	INFRASTRUCTURE GRT .0625%	388,214	26,980	415,194
		<i>Expenditures</i>				
		061-0000-472-XX-XX	GRT ADMIN FEES	-	7,110	7,110
Recurring	69	1994 GROSS RECEIPTS TAX				
		<i>Revenues</i>				
		069-0000-311-10-21	MUNICIPAL GRT .2500%	1,667,232	(6,456)	1,660,776
		<i>Expenditures</i>				
		069-0000-472-XX-XX	GRT ADMIN FEES	-	28,439	28,439
Recurring	89	ESGRT .0625%				
		<i>Revenues</i>				
		089-0000-311-10-17	ENVIROMENTAL GRT .0625%	388,214	26,980	415,194
		<i>Expenditures</i>				
		061-0000-472-XX-XX	GRT ADMIN FEES	-	7,110	7,110
Recurring	105	ECONOMIC DEVELOPMENT				
		<i>Revenues</i>				
		105-0000-311-10-12	ECON DEV GRT .1250%	814,553	15,835	830,388
		<i>Expenditures</i>				
		105-0000-472-XX-XX	GRT ADMIN FEES	-	14,220	14,220
Recurring	109	2004 GRT CAPITAL OUTLAY				
		<i>Revenues</i>				
		109-0000-311-10-19	MUNICIPAL GRT .2500%	1,667,232	(6,456)	1,660,776
		109-9003-311-10-13	CAPITAL OUTLAY GRT .2500%	1,667,232	(6,456)	1,660,776
				3,334,464	(12,912)	3,321,552
		<i>Expenditures</i>				
		109-0000-472-XX-XX	GRT ADMIN FEES	-	56,878	56,878

REVISION #2

Revision is to adjust transfers between Fund 42 and Fund 44 to account for reprojected GRT and GRT admin fees.

Recurring	42	1984 GROSS RECEIPTS TAX				
		<i>Transfers Out</i>				
		042-0000-491-18-44	TRAN TO (44) TRANSPORT	1,063,620	(35,000)	1,028,620
Recurring	44	TRANSPORTATION FUND				
		<i>Transfer In</i>				
		044-0000-391-19-42	TRAN FROM (42) '84 GRT	1,063,620	(35,000)	1,028,620

REVENUES ON RESOLUTION

REVENUES

ITEM #	AMOUNT	TYPE	
1	\$ (166,870)	GRT Reprojection	
	<u>\$ (166,870)</u>	Total	\$ (540,844)

EXPENDITURES

ITEM #	AMOUNT	TYPE	
1	\$ 373,974	GRT Admin Fees	
	<u>\$ 373,974</u>	Total	

TRANSFERS IN

ITEM#	AMOUNT	TYPE	
2	\$ (35,000)		
	<u>\$ (35,000)</u>	Total	

TRANSFERS OUT

2	\$ (35,000)		
	<u>\$ (35,000)</u>	Total	

RESOLUTION NO. 2019-14

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2018-19.

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

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written certification to the City of Alamogordo, New Mexico's annual budget on September 10, 2018, for fiscal year 2018-2019; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2018-2019.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2019 be and hereby is revised as of March 26, 2019 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2018-2019 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on March 26, 2019 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2018-2019.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 26th day of March 2019.

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

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/19/2019

Report No: 17.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, approval of a project and conduction of a DFA approved low to moderate income determination survey, if applicable, for the 2019 New Mexico Community Development Block Grant Program application. *(Debbie Osborne, Grant Coordinator)*

Fiscal Impact: \$550,000
Amount Budgeted: \$50,000.00
Fund:

Additional Fiscal Impact: Grant award is \$500,000; 10% (\$50,000) match is required

Recommendation: Commission may select one of the listed projects and approve going forward with the application and survey or they may decide to apply in 2020.

Background: The 2019 Community Development Block Grant Program application cycle is open. The following projects were suggested by the public, staff and the City's ICIP list.

Public Input – Public Meetings were held on 2/6/19 and 3/7/19

Projects possible for 2020 – Not ready for 2019

1. Small Playground/Park in Chihuahita area
 - City must own property – currently, none available
 - Would require survey of beneficiaries – Must meet LMI qualifications
2. Supportive Housing Services
 - Need to identify location – City must own property
 - Would qualify as Limited Clientele – No survey required
 - Building would provide housing and services (health, counseling, social)

Staff –

1. Alamogordo Family Recreation Center – Renovation of after-school care area
 - Would require survey of beneficiaries – Must meet LMI requirements

ICIP List –

1. ADA/Sidewalk Improvements in Chihuahita Area
 - Would allow individuals with disabilities easier access to inter-city sidewalks
 - Survey of area residents required – Did not meet LMI requirement in 2014

ATTEMPTED ☐ COMPLETED ☐

[illegible]

[illegible]

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/20/2019

Report No: 18.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, approval for the Community Services Department to submit a grant proposal to the McKee Foundation to purchase playground equipment for Washington Park. (*Debbie Osborne, Grant Coordinator*)

Fiscal Impact: \$20,000

Amount Budgeted: \$0.00

Fund: 032

Additional Fiscal Impact: Grant award is \$20,000 and does not require a match.

Recommendation: Approve the Community Services Department's request to submit a grant proposal to the McKee Foundation in the amount of \$20,000.

Background: McKee Foods has established The Outdoor Happiness Project which has a goal of completing 50 projects in 50 states over 5 years. The projects center around increasing outdoor enjoyment. New Mexico has been selected to participate for the 2019 application cycle. The available amount of funding is \$20,000 and Community Service's Parks Department plans to purchase playground equipment for Washington Park. There is a large amount of free space available in the playground area.

The McKee Family – Outdoor Happiness Movement

50 Projects in 50 States over 5 Years

McKee Foods is working with every state in the country to discover how each and every person can find their own Outdoor Happiness! With your support, we will contribute to 50 projects in 50 states over a five-year period, providing \$1 million plus to the cause. During this period, we will give 1 cent for every specially marked McKee Foods box purchased, for a total of up to \$200,000 per year. By 2018, there will be 50 more fun ways to get outside.

From a solo spin around the block to a game of freeze tag with your friends, there's always a fun way to get yourself moving. Finding your own Outdoor Happiness is all about options and learning what activities work best for you (and your family). One year and project at a time, McKee Foods will work to give the country even more options to get outside and have fun as a community. Your own Outdoor Happiness is waiting. It's time to get out there and find it!

Propose YOUR Project

The Outdoor Happiness Movement is offering \$20,000 to help create, build, improve, and preserve areas to run, jump and play. Maybe you've heard that your town wants to beautify a local park by purchasing a new playground for kids to play, building a pavilion for families to enjoy a picnic on a hot summer day, or creating hiking trails to explore a nearby forest. Whether you are a park ranger, an event organizer, or a proactive city resident, OH! Movement invites everyone to apply today! You can find our project application below. Submit this form online or print and mail completed form to:

McKee Foods Corporation
Re: Outdoor Happiness Movement Project Submission
10260 McKee Road
Collegedale, TN 37315

Think a project is too BIG? OH! Movement has partnered with other organizations to assist in funding larger projects. In only a few minutes, your city's project could be the next to be approved! We are transforming communities, one state at a time.

McKee Foods
Oh! The Outdoor Happiness Movement

Topsy Turny Spinner: \$4,490

<https://www.playlsi.com/en/commercial-playground-equipment/playground-components/topsyturny-spinner/>

Omni spinner: \$7,430

<https://www.playlsi.com/en/commercial-playground-equipment/playground-components/omnispin-spinner/>

Skyrail climber: \$3,495

<https://www.playlsi.com/en/commercial-playground-equipment/playground-components/sky-rail-climber/>

Saddle spinners or spring riders – about 1,200 each

<https://www.playlsi.com/en/commercial-playground-equipment/playground-components/saddle-spinner/>

Cascade climber – 6 panel \$4,730

<https://www.playlsi.com/en/commercial-playground-equipment/playground-components/cascade-climber-6-panel/>

Wesaw - \$9,645.00

<https://www.playlsi.com/en/commercial-playground-equipment/playground-components/we-saw/>



Proposal for Project Inclusion

Submission of this form does not constitute approval. We will contact you to discuss your proposal should it appear to meet the qualifications. (We also may make changes to this form from time to time in the future.)

Contact Name *

Debbie

First Name

Osborne

Last Name

Organization Name *

City of Alamogordo

Address *

1376 E Ninth Street

Street Address

Street Address Line 2

Alamogordo

City

New Mexico

State / Province

88310

Postal / Zip Code

Please Select

Country

Phone Number *

575

Area Code

439-4257

Phone Number

E-mail *

ex: myname@example.com dosborne@ci.alamogordo.nm.us

Federal Tax I.D. *

85-6000099

Is organization a Government Entity or a Section 501(c)(3) Non-Profit Organization? *☒ Yes☐ No

Is any person who is a member of your organization or a director, officer, trustee, partner, owner, or employee of your organization (or a relative of such a person) a director, officer, trustee, partner, owner, or employee of Mckee Foods or Luckie & Co? *

☐ Yes☒ No

If yes, please give name of that person:

N/A

How did you hear about the Outdoor Happiness Movement?

Richard Esquero, District Sales Representative

Project Information

Project Description *

The City of Alamogordo proposes to add playground equipment to Washington Park which is located on the corner of 1st Street and Washington Avenue. There is a large amount of space available for us to expand the playground area with additional equipment. The park came to mind immediately upon hearing of this funding opportunity. Washington Park is easily accessible to our residents and is located across from the Boys and Girls Club. The City holds all of its special holiday events such as Easter in the Park, our Annual Christmas Tree Lighting and Visit with Santa Claus, in addition to outdoor family movie nights from May through August at Washington Park. Therefore, new playground equipment will be a welcomed addition to the park.

Location Address *

100 Washington Avenue

Street Address

Street Address Line 2

Alamogordo

City

NM

State / Province

88310

Postal / Zip Code

Please Select

Country

Is the property *☒ Public☐ Private**How much funding is needed to complete? ***

\$20,000

When is this project scheduled to be completed? *

12

Month

01

Day

2019

Year

**Will this be a community supported effort? ***☒ Yes☐ No**If so, explain how you will garner community involvement:**

We have included in this proposal pictures of equipment options available to us through our current vendor. One thing that we will do to garner community involvement in this project is to have a contest on our City's Facebook page. We will post these pictures and allow the community to vote on their choice of equipment. We value the community's input and want to provide them with the best options.

Project Details (Photos, Press, Websites, Additional Information)

Choose File No file chosen

Why should McKee choose this project? *

McKee should choose this project because it will enhance our community's enjoyment of Washington Park. The addition of playground equipment will provide opportunities for families to get more enjoyment out of the park.

Name *

First Name

Last Name

Title: *

Date *

Month

Day

Year

Signature *

Deborah Osborne

Digitally signed by Deborah Osborne
DN: cn=Deborah Osborne, o=City of Alamgordo, ou, email=dosborne@ci.alamogordo.nm.us, c=US
Date: 2019.03.20 14:08:38 -06'00'

Clear

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/21/2019

Report No: 19.

Submitted By: Richard Boss

Subject: Consider, and act upon, the Mayor traveling to Washington D.C. for a meeting with the Secretary of the Air Force from April 14-17, 2019. (*Richard Boss, Mayor*)

Fiscal Impact: \$2,135

Amount Budgeted: \$8,000.00

Fund: 11-1101-411.56-05 Training and Travel for Commission

Additional Fiscal Impact:

Recommendation:

Background: Representative from MainGate invited Mayor Boss to Washington DC to meet with the Secretary of the Air Force and other government officials. This travel is to discuss the status of the current F-16 squadrons at Holloman Air Force Base, other possible squadrons coming in the future and construction projects planned for Holloman Air Force Base.

Currently there is \$ 6,878 in unencumbered balance.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/19/2019

Report No: 20.

Submitted By: Rachel Hughs

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Senior Volunteer Programs Advisory Council.

Background: Airport Zoning Board. One (1) city vacancy. Staff Liaison - Cheryl Otero-Baker
No applications received.

Alamogordo Promotion Board One expiring city (1) term. Staff Liaison - Michelle Brideaux
Christopher Orwoll's term will expire on May 15, 2019
No applications received.

Alamogordo Public Library Board. Two (2) county vacancies. Staff Liaison - Melissa Garcia
No appointments by County.

Mayor's Committee on Aging. One city (1) vacancy and one (1) expiring term. Staff Liaison - Britney Courtier. Barbara Telles's term will expire on May 1, 2019.
No applications received.

Planning and Zoning Commission. One city (1) vacancy. Staff Liaison - Stella Rael.
Vacancy due to the resignation of David Gonzalez.
No applications received.

Parks and Recreation Board One (1) expiring term. Staff Liaison - Tony Gonzalez.
Moyra Robuck's term will expire on May 20, 2019.
No applications received.

Senior Volunteer Programs Advisory Council. Five (5) city vacancies and two (2) expiring terms. Staff Liaison - Neil McFarland.
John Ely and Stephen Butler's term will expire on May 1, 2019.
The following individual is interested in being appointed:

Kaye Ekman - if appointed, this will be her first term.

White Sands Beautification Committee One city (1) vacancy. Staff Liaison - Stella Rael. *Vacancy due to the resignation of David Gonzalez.*

No applications received.

If anyone is interested in serving on a board or committee you may apply with the City Clerk's office or apply on the City website.

RECEIVED

MAR 18 2019

CITY CLERK

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

Name: Kaye L. Ekman, PhD
Home Phone: 575 489-4693 Cell Phone: 850-960-2194
Cell Phone: _____ Fax No: _____
e-mail address: drekman.kl@yahoo.com
Physical Address: 533 Eagle Dr, Alamogordo, NM 88310
Is the above address within City limits? Yes X No _____
Mailing Address: 533 Eagle Dr, Alamogordo, NM 88310
Present Employer: Retired Job Title: _____

Board/Committee you wish to serve on:

First choice: 5r Volunteer Programs Advisory
Second choice: Mayor's Committee on Aging

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

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

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

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

Experience and education relating to the Board/Committee: _____

see attached resume

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

I wish to use my education, energy, and experience to support the HAFB/ Alamogordo community.

Please return completed application to:

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

Kaye L. Ekman, PhD 533 Eagle, Alamogordo, NM 88310 575-489-4693
drekmankL@yahoo.com

Education: BA English, Kansas State University, Manhattan, KS; MA Education, Chapman University, Orange, CA; MA, Counseling Psychology, Chapman University, Orange, CA; PhD Counseling and Student Development, American University, Washington DC

Experience: Gulf Coast State College, Adjunct Professor every term for 15 years, *teaching undergraduate English and psychology courses (evenings and weekends)* to include ENC1101/1102, Psych 2012, Developmental Psych; Troy University, Adjunct Professor every term for 21 years (evenings and weekends), *teaching various graduate psychology courses* to include predominantly Introduction, Developmental Psych, Career Counseling, Marriage/Family, School Counseling; (**Note:** I taught weekend graduate courses for Troy at Tyndall AFB, FL; Orlando, FL; Holloman AFB, NM) Bay County Public Schools, Panama City, FL, 27 years (my day job) *College and Career Counselor in AICE and AP programs* at Bay High School and Mosley High School; SAT and ACT coordinator and test administrator

Family: Husband, **Lucky** Ekman, ret'd AF Col., married 50 years; 3 sons: **Ken**, AF Brigadier General, Tyndall AFB, FL; **Kit**, lawyer, Mobile, AL; **Kevin**, special needs adult son adopted during Vietnam, lives at home and just secured job at HAFB McDonald's; 1 daughter, **Katie**, ret'd AF Reserve Lt Col, former F-15 pilot, now educator, Indianapolis, IN

Goal: To become active in the Alamogordo and HAFB community, using my experience and energy primarily to assist and participate in achieving client/student/organization objectives. (Note: NM is our permanent home now, after evacuating Panama City due to Oct 2018 Hurricane Michael.)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/26/2019

Report Date: 3/19/2019

Report No: 21.

Submitted By: Brian Cesar

Subject: Adjourn into Executive Closed Session in compliance with 10-15-1(h)(8), NMSA 1978 (as amended) to discuss purchase of real property located at 209 10th Street.

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: