



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

April 27, 2021 - 6:30 PM

The Commission Meeting will be a VIRTUAL MEETING
with City Commission and City staff participating through video. The link is:
<https://www.youtube.com/channel/UCTTgU3xsQBqlyRaME7TaYrQ/live>

Richard Boss	Mayor
Nadia Sikes	Mayor Pro-Tem, District 2
Jason Baldwin	District 1
Susan Payne	District 3
Josh Rardin	District 4
Sharon McDonald	District 5
Dusty Wright	District 6
Brian Cesar	City Manager
Petria Bengoechea	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 a 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 575-439-4100.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT

Residents must submit comments to the City Clerk prior to 3 p.m. on the day of the Commission meeting. Comments will be distributed to the Commission and the City Manager and will be included in the public record.

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

1. Approve the minutes for the April 13, 2021 Regular meeting. *(Rachel Hughs, City Clerk)*
2. Approve the statements related to the Executive Closed Session held on April 13, 2021. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, a new land lease at the airport for Preflight LLC of area E-12B3 to construct a hangar. *(Jim Talbert, Airport Manager)*
4. Approve grant funding from Thrive of Southern New Mexico for the Alamo Senior Center for the Home-delivered Meals program for FY22. *(Magdalena Morales, ASC Manager)*
5. Consider, and act upon, acceptance of grant agreement from USDOT Federal Aviation Administration to Alamogordo-White Sands Regional Airport in the amount of \$13,000.00 for Covid-19 related operational expenses. *(Jim Talbert, Airport Manager)*
6. Consider, and act upon, Resolution 2021-14 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 April 27, 2021 *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

UNFINISHED BUSINESS

7. Consider, and act upon, Resolution 2021-10 to Increase Convenience Center rates on water bills. *(Larry Garner, Public Works Director)* **(Roll Call Vote Required)**

NEW BUSINESS

8. Consider, and act upon, award of Public Works Bid No. 2021-002 to CBKN Dirtworks, Inc. related to the Otero/Greentree Regional Landfill Cells No. 1 and No. 2 Closure project in an amount not to exceed \$617,662.48, including NMGR. *(Bob Johnson, Engineering Manager)*
9. Consider, and act upon, Resolution 2021-11, declaring 1113 Catalina, Alamogordo, New Mexico to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace or safety and ordering its abatement. *(Petria Bengoechea, City Attorney, Jim LeClair, Fire Chief, and Richard Adler, Fire Chief)* **(Roll Call Vote Required)**
10. Consider, and act upon, Resolution 2021-12, declaring 2414 Telles, Alamogordo, New Mexico to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace or safety and ordering its abatement. *(Petria Bengoechea, City Attorney, Jim LeClair, Fire Chief, and Richard Adler, Fire Chief)* **(Roll Call Vote Required)**

11. Consider, and act, upon Resolution 2021-13, declaring 704 Panorama, Alamogordo, New Mexico to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace or safety and ordering its abatement. (*Petria Bengoechea, City Attorney, Jim LeClair, Fire Chief, and Richard Adler, Fire Chief*) **(Roll Call Vote Required)**

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

EXECUTIVE SESSION (Roll Call Vote Required)

13. Adjourn into Executive Session in compliance with 10-15-1(h)(7) NMSA (as amended) to discuss threatened or pending litigation potential lawsuit regarding encroachment issues at 24th Street and Canal. **(Roll Call Required)**

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/23/2021

Report No: 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the April 13, 2021 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., VIRTUAL MEETING
April 13, 2021**

**RICHARD BOSS, MAYOR
SHARON McDONALD, COMMISSIONER
JOSH RARDIN, COMMISSIONER
DUSTY WRIGHT, COMMISSIONER
SUSAN PAYNE, COMMISSIONER**

**NADIA SIKES, MAYOR PRO-TEM
JASON BALDWIN, COMMISSIONER
BRIAN CESAR, CITY MANAGER
PETRIA BENGOCHEA, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

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

Mayor Boss called the meeting to order at 6:30 p.m. Roll Call was taken by the Deputy Clerk. Deputy Clerk Gutierrez announced there was a quorum present. The Invocation was given by Deputy Clerk Gutierrez, and the Pledge of Allegiance was led by Commissioner Rardin.

APPROVAL OF AGENDA

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

PRESENTATIONS

1. Presentation of Purple Up Day for Military Kids Day Proclamation. (*Richard Boss, Mayor*)

Mayor Boss presented a Proclamation to LaurieAnn Goodier of the 49th Fighter Wing proclaiming Friday, April 16, 2021 as Purple Up! Day in Alamogordo and urging all citizens to wear purple on that day to honor youth impacted by military deployments.

CITY MANAGER'S REPORT

City Manager Cesar stated that he did not have any comments or reports to give tonight.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Payne made the following comments:

Commissioner Payne said she wanted to take a few moments to talk about someone very special to our community who we had lost. This iconic person was Teresa Ham. Some of the many causes Teresa was involved in was the formation of the first ophthalmology clinic in Alamogordo. She was an RN at Gerald Champion Regional Medical Center. She was also involved in the creation of the Flickinger Center and the Patrons Hall. She served on Habitat for Humanity and was also a Rotarian. She belonged to 100 Women Who Care Alamogordo and was on the COPE Board. She received the Service to Mankind Award, which was the highest award given to a non-Sertoman. She was a Woman of Merit and was selected as the Citizen of the Year in 2018. She was a great presence in our community and would be greatly missed. On behalf of the City Commission, she felt it was safe to say all our thoughts and prayers went out to her family, her daughter Joanie, her husband, children, and her many grandchildren. She was going to be missed.

Mayor Boss made the following comments:

Mayor Boss said it was brought to his attention that LaurieAnn Goodier from Holloman AFB was in attendance, and he wanted to thank her for being present tonight. He especially wanted to thank the military children and the military, he asked her to please pass onto them that we were thinking of them.

CONSENT AGENDA

2. Approve the minutes for the March 23, 2021 Regular meeting. (Rachel Hughs, City Clerk)

3. Approve the statements related to the Executive Closed Session held on March 23, 2021. (Rachel Hughs, City Clerk)

4. Consider, and act upon, Ordinance 1627 Case Z-2021-0001(A) for adoption and final publication for a map amendment to change the zoning designation of the property located at 911 Mescalero St. from MH-1 Manufactured Housing Subdivision to MH-2 Manufactured Housing Park. (Stella Rael, City Planner) (Roll Call Vote Required)

5. Consider, and act upon, award of IFB 2021-01 Sodium Hypochlorrite 12.5% to DPC Inc. in the amount not to exceed \$160,000. (Larry Garner, Public Works Director)

Commissioner Wright moved to approve items 2, 3, 4, and 5 of the Consent Calendar.

Commissioner Rardin seconded the motion.

Roll Call Vote was taken.

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

PUBLIC HEARINGS

6. Consider, and act upon, a Winegrower Liquor License for St. Clair Winery & Bistro VI, LLC application 1180494, located at 261 Panorama Blvd. (Rachel Hughs, City Clerk and Rebecca Lescombes, Applicant)

(*Commissioner Baldwin lost his virtual connection and was not present when the vote was taken.)

Commissioner Rardin moved to approve.

Mayor Pro-Tem Sikes seconded the motion.

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

Mayor Pro-Tem Sikes said she was very excited for this establishment to be coming soon. She asked what an approximate date for opening was. Ms. Rebecca Lescombes said they were hoping to open in mid-May. They were excited to be coming to Alamogordo. She invited the Commission to their VIP opening; please send her their email address and she would add their names to the invitation list. Mayor Boss said everyone was very glad they were finally here.

7. Consider, and act upon, a Restaurant Beer and Wine Liquor License with on the Premises Consumption Only for IHOP application 3330 Alamogordo, INC, located at 1413 S. White Sands Blvd. (Rachel Hughs, City Clerk and Teodoro Regalado, Applicant)

(**Commissioner Baldwin rejoined the meeting.)

Commissioner Rardin moved to approve.

Commissioner Payne seconded the motion.

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

Mr. Teodoro Regalado said they had been in Alamogordo for ten years now, and they loved the City.

NEW BUSINESS

8. Consider, and act upon, Award of an Engineering Services Agreement to Smith Engineering Company related to the CDBG Sidewalk Improvement Project. (Nancy Beshaler, Project Manager)

Project Manager Beshaler reiterated that this was a CDBG project, and they would be doing ADA improvements in the portion of town between New York Avenue to Texas Avenue and from 2nd Street to 8th Street. They were putting in sidewalks where they were missing, putting in ADA compliant ramps, and putting in concrete drive aprons where all the alleys were in those blocks. It would be a nice improvement to that portion of the City. The award was to go to Smith Engineering Company. Staff did an RFP and got several proposals, but Smith was the highest scoring firm. They had done other ADA improvement and design projects for the City before, so they knew the City, knew what they were doing, and they did a good job.

Commissioner Payne asked when it was supposed to start. Project Manager Beshaler said this was the beginning of the design process, which was about a four-to-five-month process, so it was probably a year out to actual construction.

Commissioner Rardin asked how much money we were spending on this. Project Manager Beshaler said \$50,000 was the estimate for the proposals. For engineering services, you could not base on price but had to base on qualifications. Then once the design was awarded, they would negotiate the cost of the engineering services, which was per State Procurement Code. The \$50,000 was a good ballpark number of what it would cost us. Commissioner Rardin asked if it would come back to the Commission for approval so they would know exactly what the cost was. She said she could inform the City Manager so that he could put it in his report. Commissioner Rardin said they were right at \$50,000 now, but if it came in at around \$60,000, they should at least know about it. Designing sidewalks and ADA ramps was not really that difficult, so it seemed like a lot of money. Project Manager Beshaler said that also included survey work to make sure that it was within the City's rights-of-way.

Mayor Pro-Tem Sikes asked how much the CDBG Grant was. Project Manager Beshaler said the Grant was \$500,000. Our match was \$50,000, but then they were requiring a leverage amount of around \$700,000. All total, we had budgeted about \$800,000 for the construction portion.

Commissioner Payne moved to approve.

Commissioner McDonald seconded the motion.

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

9. Consider, and act upon, request by Lucy Sanchez-Braswell, citizen, for removal of liens and fines at 806 Jefferson Avenue. (*Lucy Sanchez-Braswell, Citizen*)

Ms. Braswell requested that liens and fines be removed for her property at 806 Jefferson Avenue, a total of \$705.44. She read the following statement, "I have had a utility bill at 1309 Charlotte Lane for fifty-one and a half years, so I am easily found in the City's utility billing system. There was no utility service at 806 Jefferson Avenue, and there had been no service at that address for over thirty years, when the City started billing for the water meters on empty lots. I never received notification of this change. In April 2017, a change of address notification for 800 Jefferson Avenue, which included 806 Jefferson Avenue, was submitted at the post office. The post office was not forwarding all my mail, and I did not receive the two certified mail notifications of lien on 806 Jefferson Avenue sent by the City's utility billing/collections clerk. I started receiving utility bills for 806 Jefferson Avenue, at 1309 Charlotte Lane, early 2020, with a past due amount. I immediately contacted Mr. Mark Threadgill, Customer Service Manager, to make arrangements for a payment plan for this bill, and I was set up with a payment plan. I requested an adjustment of this bill from the City Manager because I had never received a bill, and the City Manager adjusted my bill, and have had credit on that account since August 2020. I was never advised that I had liens on 806 Jefferson Avenue from the utility department or Mr. Threadgill. A lien on someone's property is a very serious matter, and more than one source should be used to locate a property owner, since the County Assessor is not always a reliable source for an owner's address. A lot of time and money could be saved by both the City, and the property owner/taxpayer if a more efficient and updated system were in place. The payment of this lien is a financial hardship for me at this time since I am on a fixed income of social security."

Mayor Boss said he was going to make the comment he always made on cases like this. The Commission was not in a position to make a decision on these types of items as staff was because staff had lived it and

breathed it. He asked why there was no recommendation from staff. City Attorney Bengoechea said because this was the resident's item. As far as a staff recommendation, she would request that they did not get rid of all the liens. If they were to forgive all the liens, then the Commission would be inundated with requests. Her office received requests all the time to just completely release liens. The City Manager often worked with people. They put them on payment plans and worked with them on the interest and administrative fees, but the only body that had authority to just wipe away a lien was this Commission. Staff received requests to abate fines and fees at least four to five times a week. If they just released this lien, then she would guess that they would start seeing items like this one on every agenda.

Commissioner Payne asked Ms. Braswell if she had other properties. Ms. Braswell said she owned the property at 806 Jefferson, and then also she had her personal property. Commissioner Payne asked what the payment plan was for. Ms. Braswell said that was for the 806 Jefferson property when the Utility Department finally notified her and started sending her a bill for it. That bill was paid up and she had credit on that account. This request was for the liens and the fines to be removed. City Attorney Bengoechea clarified that once an account was not paid, the account was closed and sent for collections. Once it went to collections, it went to her office and they placed a lien. However, the account was then reopened because the customer still had to pay the base rate. So, Ms. Braswell had taken care of the most current, but there were two liens for the same address that were on there. The reason the mail was sent to the address it was, was because we had to send it to the legal address. It was always sent certified, but sometimes people would not accept service, or it just came back to the City not accepted. We could not look through the water billing and just make a judgement because that was not legally sufficient. If she took that into court on a lien, she would get kicked out every time. She sympathized, but our hands were tied because we had to send mail to a legal address, which was what the County Assessor had. Commissioner Payne said she was trying to figure out where the disconnect had happened in Ms. Braswell's case.

Commissioner Rardin asked how much the liens were for and what exactly were they for. There really was not a whole lot of information in this packet for the Commission to make a decision based off of. City Attorney Bengoechea said there were two liens. The total Ms. Braswell had given was incorrect because there was statutory interest on them. The payoff on the liens, which was good through this Friday, April 16th, was \$962.38. Lien No. 1734 was put on the property in 2018. The lien amount was \$405.88. In there was an administrative fee for \$200 pursuant to the Ordinance. There were \$50 in filing fees, which were hard costs for her department, and then there was the statutory interest amount of \$114.89. Lien No. 2106 was put on the property on 2/14/2020. The lien amount was \$299.56, which meant the water bill was for \$99.56. There was \$50 in filing fees, and then there was statutory interest of \$42.05. Those two liens put together was \$962.38, which was payable through this Friday, April 16th. She had an account which we closed for nonpayment. We opened a new account for base rates, but when that was not paid, it was closed, and a lien placed on it. On the next account we opened for her, the base rates were paid. In May 2020, the City Manager had met with her and had abated part of the account for her because she said she was not getting the mail. The amount was \$216.68, and it went down to \$166.78. Commissioner Rardin asked exactly how much money they were talking about releasing. City Attorney Bengoechea said she was now requesting to release everything which was a total of \$962.38 as of 4/16/2021.

Mayor Pro-Tem Sikes asked if this 806 Jefferson was in her name. Ms. Braswell said it was in her name. Commissioner Rardin asked if the house was occupied. Ms. Braswell said it was not a house, it is an empty lot for around 38 years. Mayor Pro-Tem Sikes said she did not like to set precedence. This situation seemed a little extraordinary and based on the fact that Ms. Braswell was not receiving her mail she would like to make some concessions. That was her suggestion.

Commissioner Rardin said this was the base rate issue they had had in the past which kept popping up. Here was a piece of property which had been vacant for over 30 years, and it was being charged for a meter that was not even being used. He kind of agreed with Mayor Pro-Tem Sikes on this one and maybe staff had not tried hard enough to get in touch with the owner. It seemed that \$1,000.00 in fees on an empty lot was kind of ridiculous. City Attorney Bengoechea said the fees were about \$350 to \$400 in water, and the rest were for costs.

City Manager Cesar suggested they not go down this slippery slope and just release it because everyone else from this point on would want the same thing. As staff, we did not have the ability to fully release a lien. But what he would suggest is that they not forgive the lien, and instead that staff work with her on filing fees

and administrative fees. Mayor Boss felt that would be a great compromise. That should take the amount of nearly \$1,000.00 to down somewhere nearer \$400.

Commissioner Rardin asked if the certified letters were returned "undeliverable". City Attorney Bengoechea said they were returned "unknown". Commissioner Rardin said basically, then, we had proof that the constituent never received the mail because it was returned. He was okay with staff working with her, but perhaps they should look at her terminating the water service to this property if she had no plans to develop it in the future. That should ensure them avoiding this problem in the future. She could pay the fee to terminate that meter and then she would not have a base rate bill. Over four years ago the Commission was fighting this thing where vacant lots were being billed for a service they were not utilizing.

Commissioner Payne said she understood what Commissioner Rardin was talking about, but she always went back to the fact that there was the capability of having water on that lot. The citizens all had a responsibility to maintain their water systems. Those fees were all used in part to maintain our water system, which was the rationale behind this. Even if you had a vacant lot, you could decide tomorrow to build something on it, and the ability was there to hook up to our system. And as long as that ability was there then she felt we all had that responsibility as property owners. As the owner of that lot, Ms. Braswell had the responsibility to make sure addresses were updated. If Ms. Braswell did not pay her taxes on the property because they had the wrong mailing address, then there would be a lien put on her for that. This was no different. Everyone was aware of the great amount of infrastructure that needed to be repaired and the only way to do that was for all of us to have buy-in as property owners. She was in favor of staff working with her, and not in favor of setting a precedent of releasing liens.

Ms. Braswell said everything was updated and it was not something she was negligent in. She kept her property up and paid her bills. This was something she had no control over.

Commissioner Rardin said he had multiple properties around the City and all his property tax bills that came from the Assessor's Office went to his primary residence. He was sure Ms. Braswell's was the same. We had had problems with this in the past where we did not do our homework trying to find who owned the properties, and then we wound up being the bad guys with the liens. He felt in the future staff needed to take a little more time in trying to find these owners. City Attorney Bengoechea said if we sent notifications to Ms. Braswell at a different address because we knew she got bills there but that was not her legal address pursuant to the Assessor, when she took it forward into court to pursue foreclosure on the lien then she was likely to lose the case. It was not legally sufficient service at that point. Water Billing would print the day they sent it and the Assessor's sheet. She had all these documents, and everything was checked because staff wanted to be able to prove that they checked and re-checked the Assessor's listing. She had four sheets on this case which showed that 806 Jefferson was the correct address for this one. Commissioner Rardin said when we sent certified letters to subdividers, it was sent directly to the subdivider's address and not to the vacant lot. City Attorney Bengoechea asked if they wanted to do a PSA which notified people that they needed to keep their address updated with the Assessor because they could be receiving legal mail based on what the Assessor had. He said if they went into court and the Judge saw where they had sent a certified letter to a vacant lot, he felt the Judge would see why the person did not receive it at a vacant lot. He felt we could do a better job at locating the people who were responsible for the bills.

Ms. Braswell felt the Assessor's Office may not have kept the information updated and as Commissioner Rardin said, she did not get mail at 806 Jefferson because there was not anything there.

Mayor Boss said this could go on all night. He thought a good option would be to turn it over to staff and they could negotiate it with Ms. Braswell. If they just released it, then they could become inundated with other requests to release and that was not fair to staff nor to the City.

Mayor Boss moved to direct staff to work with Ms. Braswell to get her amount due down.

Commissioner Rardin seconded the motion.

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

10. Consider, and act upon, approval for water services for a County residence at 907 S. Canyon Road. (Larry Garner, Public Works Director)

Public Works Director Garner said this was a request for a County residence to get City water. The original address of the property was 3 Canyon Draw. City staff met with the owners and talked with them about the possibility of extending a 6-inch feed and about them connecting to our 6-inch main located in Canyon Road. The connection would require a 6-inch tee with a cluster of three 6-inch valves and a 6-inch line installed, per current specifications, past the residents to be connected to a flush point which is usually a fire hydrant. This would permit further extension of the utility in the future. The roadway may or may not have legal description of easements for utilities. He understood that tapping into that line on Canyon Road would be easier, but that would limit the access to the additional customers that may build onto those lots. They did change the address through the County to 907 S. Canyon Road which did allow the tap to come in off Canyon Road. However, typically the lines were brought in through the front of the house, and this would require it to be brought in through the side of the house.

Mr. Gerald Matherly, contractor for the homeowner, said this house would be facing kind of a southwest direction. On the northwest corner of the lot there was a fire hydrant and main which they were talking about tying into. This would be preventing this homeowner from having to drill a well. There was one other vacant lot in this subdivision. All the other homes in there were already on wells. These were 2 ½ acre lots, and there were five lots in there. So, they would have a large culmination of water wells all drilled in one little tight area. So, this would allow them to come off to a tap that was already in the utility easement of this property. The other option of coming off the water main and coming up on Canyon Draw and coming in with a fire hydrant and putting in a tap for any future users, would cost about \$20,000. They would be tearing up the road and having road patches on Canyon Road and on Canyon Draw. This other tap would be already off the road and would be an easy deal if it were accepted. Mr. Abe Moore, plumber for the homeowner, said they had an easy spot to do a tap in the northwest corner. There was already a main and a hydrant there.

Commissioner Rardin said according to the picture, they already had water mains running through the property. Public Works Director Garner said they were abandoned; they were transmission lines and not supply lines. The one on Canyon Road was the actual main water line. City Manager Cesar said those other lines were abandoned back in 2001. Commissioner Rardin asked if they did allow this tap off Canyon Road, how long of a service line would it be. Public Works Director Garner said they would put the meter as close to the main as possible. It would be the responsibility of the homeowner to bring it from the meter out. Commissioner Rardin asked how long of a service line would that be. Mr. Moore said three feet. Commissioner Rardin clarified that it would be a shorter service line than a normal residential service line on a regular street and asked was it going to be just a single-family home. Mr. Matherly said yes. And they were going to clear the brush off that by the end of the week. He told the dirt guy to try to stay away from those abandoned valves, but at some point, they were going to have to be dug up. So, he hoped they really were abandoned.

Commissioner Wright asked what the City's issue was with tapping the main on the northwest part of the property. Public Works Director Garner said the only reason the recommendation was to extend it down through Canyon Draw was for future use because it could limit the amount of people that wanted to tap in. City Manager Cesar said obviously right now this property was in the County, though at some point in the future it may be annexed into the City. The other improved properties in the area were off of wells. Costs to extends utilities were borne by the property owner or the developer. Staff was looking at what was coming down the road in five, ten, or fifteen years. As those wells failed, would the property owners then want to be hooked up to City water, and would they be looking at all these lengthy 1-inch services lines going down Canyon Draw. He was not saying that was going to happen tomorrow, but he had seen it happen elsewhere in the City. It appeared to him from the map that was provided, that the big lot was to be divided into two lots, with the home going onto the piece that was closest to Canyon Road. His question was for this other piece of the property that was not developed yet, was the plan to come back to the City Commission in the future and say that they now needed a second tap for that other side of the property. It was not to punish this homeowner, but to look at what was coming in the future. The City may at some point annex the property, but it was not on our radar today. However, it could be petitioned in the future for that. That was why staff requested that the 6-inch line go just past the improved piece of property with the hydrant. Then if the next property over wanted to hook into the City water and the City Commission approved it, they then would just need to extend the piece of main past their property. Was there anything wrong with the tap coming off Canyon Road for just the one piece; no there was not but down the road it could create problems for this other unimproved side of the property where it was being divided and for the other property owners in the area. Mr. Matherly said it was not fair for that one property owner to be providing the infrastructure coming

up into the entire subdivision. It would be tearing Canyon Road and Canyon Draw up. Then if in fifteen years those wells started drying up, then it should be a community effort of all those people who lived in that cul de sac to have that option to all split it evenly. It was way cheaper to just drill a well than it was to do all this work that the City was proposing. Mr. Moore said they had changed the address to Canyon Road to try and make it an easier decision for staff and the Commission. He clarified that this owner was building a house on both lots and everyone else had a well. City Manager Cesar asked for clarification that the property was not being divided into two lots. Public Works Director Garner said the yellow-dotted line on the map was where the two lots were being combined into one.

Mayor Boss asked what staff's recommendation was on how to act on this. City Manager Cesar said the recommendation on the agenda report was to extend the 6" line into the potential subdivision area. However, he had misunderstood and thought it was two lots, but it was combined into one. So, the 1-inch line coming off Canyon Road was perfectly acceptable and would work. However, it needed to be with the understanding that if in the future the requests started coming in for others to get this service, it would be a Special Assessment District to have the costs split up between the various property owners.

Commissioner Baldwin asked what the cost for putting it from the main to the meter was for the City and then from that point forward, what was the cost for the contractor. Mr. Moore said the contractor would bear that entire cost.

Commissioner Baldwin moved to approve.
Commissioner Payne seconded the motion.

Commissioner Wright said for clarification, they were approving a 1" meter set off of Canyon Road. Mr. Matherly said yes. Mayor Pro-Tem Sikes asked for further clarification that there would be no cost to the City. Mr. Matherly said that was correct; the cost would all be on the resident and the contractor.

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

11. Consider, and act upon, Resolution 2021-10 to Increase Convenience Center rates on water bills. (Larry Garner, Public Works Director) (Roll Call Vote Required)

Public Works Director Garner said this item was to hopefully correct a problem they were starting to have with the Convenience Center rates. The rates had not been adjusted since 2016, and this Resolution would give staff the ability to raise the service portion of the water bills from \$2.20 per month to \$3.20 per month, and all commercial accounts would go up to \$3.30 per month. Then for all years going forward, the increases would be based on CPI. The landfill costs went up about 2 percent each year, and then with Covid, there was an enormous increase in the amount of trash which went to the Convenience Center. Right now, they would be lucky to break even with the budget, and a lot of times they were on the lower side. This increase would help to keep the budget up where it was supposed to be.

Commissioner Rardin said he had a problem with the CPI being in here. He felt it should always go to the Commission for increase approvals because a few years could go by and with new Commissioners coming on, before they knew it, they might be charging a \$10 fee which the Commission was not even aware of. He personally would like to see the CPI nixed out of there. With budget hearings coming up within the next couple of months, he would prefer to address it at budget hearings in order that they could have some hard numbers to look at. He wondered why we were looking at going up a full dollar now when previously it had only gone up 20 or 30 cents at a time. He would like some more information on how much we were spending, how much was coming in, etc. Public Works Director Garner said the reason they were bumping it up so much now was because they did not keep up with it since 2016 to follow all the increases at the landfill. So now they were trying to get it in line with the current charges that were increased every year. The City had to pay those tipping fees when the trash went out to the landfill, so he was trying to do a "catch up" and then keep it in line with the CPI thereafter. City Manager Cesar said the tipping fees had gone up 2 percent every year. Commissioner Rardin asked how much tipping fees were now per ton? Public Works Director Garner said he would have to look it up. Commissioner Rardin reiterated that we did not have to make money on this operation; it was a convenience for the citizens and if we broke even, that was all the government had to do. Public Works Director Garner said this would also help to build the fund, because

right now we were hitting the fund balance rather hard just to make the budget as we were currently at a deficit. This would help us pay the tipping fees as well as put money back into the fund for equipment maintenance or other costs. Commissioner Rardin said it would have been very easy in the agenda report if we had had some budget numbers in there to show what we were spending and what we were bringing in. We just did not have enough information to make the decision.

Commissioner Baldwin said his initial issue was everything that Commissioner Rardin said. He would like to table this item in order that we could see some budget numbers. And if they were going to raise it to cover equipment costs, he wanted to see the plan for the equipment as well. He was not comfortable moving forward until he saw those numbers.

Commissioner Rardin said the Convenience Center did receive a new backhoe and a new haul truck in recent years, so obviously we had paid for that equipment somehow. He also would like to see some more numbers before moving on this. Public Works Director Garner said he would get the numbers, but he wanted to point out that it was not just the vehicles, also the trash bins themselves that were falling apart.

Commissioner Rardin moved to table this item until the next Regular Meeting.

Commissioner Payne seconded the motion.

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

12. Consider, and act upon, approval of two new Meter Reader positions in the Utility Billing Department. (Evelyn Huff, Finance Director)

Finance Director Huff gave a PowerPoint presentation (included in agenda packet backup).

Commissioner Rardin asked how old this system was. Finance Director Huff said the original contract was approved in 2014 and the installation began then, but there were some initial problems, and the meters did not actually begin to be installed until 2017. So, the oldest meters were about seven years old, and the newest ones were four. Commissioner Rardin asked if we were already having problems at four and seven years old. Finance Director Huff said yes. Commissioner Rardin said he remembered this system costing around \$2 million to install. Finance Director Huff said it was \$2.5 million. Commissioner Rardin said prior to this system where we manually read 13,000 meters in Alamogordo, how many meter readers did we have then. Finance Director Huff said we had three to four readers, but at that time we were not doing terminations or billing cutoffs. So, if someone were put into cutoff status, the City would just leave the water on. Commissioner Rardin said we used to read 12,000 meters with four people and then we put in this system for \$2.5 million so we could have less readers, but now we were wanting to hire \$100,000 worth of people to help read meters and maintain the system. She said there had been no consideration of the fact that the system would need maintenance. Plus, we were not being strict with our shutoffs at all. Commissioner Rardin asked how many shutoffs they did per month. They had spent an enormous amount of money to purchase this system so we could streamline the system, and now staff was asking for an additional \$100,000 worth of employees per year to supplement maintenance on the system. Finance Director Huff said the estimate for cutoffs was approximately 1,300 per month. Commissioner Rardin asked if those were for nonpayment. Finance Director Huff said yes.

City Manager Cesar said what was not considered by previous employees when this system was originally put in was the factor for ongoing maintenance. That was an oversight on staff's part at the time. In the past we were using Public Works employees to do turn-ons, turn-offs, and shutoffs. Those employees were from a highly specialized area with water certifications, so we were using employees who made \$17, \$18, or \$19 per hour doing these meters reader functions which should be more of a function of water billing. The \$100,000 figure was with employees who would be at full benefits. However, it was rare that we got an employee in at the entry level who would want the full benefits. Bringing these employees on board would allow us to maintain that \$2.5 million system that was put in. One of the things staff had considered about six months ago when we had the last catastrophic failure was whether we wanted to make this system work, or did we want to look at a new system, or did we go back to the old ways of manual reading. It was not efficient to read them by hand.

Commissioner Payne said the manual way of reading meters was not sufficient, and she was way more in favor of hiring extra help than to go back to the old way.

Commissioner Rardin said come January 1, 2022, we were going to be bumping the minimum wage to \$12.00 per hour. He asked if that would that increase make the cost of these two positions go higher. Finance Director Huff said these were \$12.00 per hour positions, and at the first of the year they would be eligible for 50 cent per hour raises, which was going to be presented in the budget for all employees. Commissioner Rardin said that would mean they would go from \$12.00 per hour to \$12.50 per hour, which would increase that cost an additional \$1,040, or \$2,080 per year if they were at 40 hours per week for 52 weeks. He was not against needing to service the system, but this was an additional \$100,000 expense and every year it was going to go higher because of cost of living raises and insurance costs, etc. Finance Director Huff said every year our system was going to need more and more maintenance. Mayor Boss said the reason we had a deteriorating system was because we did not have enough staff out there to take care of it and asked what the difference between those dollars and the dollars we were paying the two individuals. Commissioner Rardin said basically because we had already spent \$2.5 million to put the system in and it had only been used for four years. So basically, it sounded like we got took when we purchased the system. Mayor Boss said he would not argue that. Commissioner Payne said she would not argue that either.

Commissioner McDonald said if they added these two people based on what they were seeing now with the failure and maintenance and asked was there any way that information could be tracked. Cost was important, but if the City could be more efficient with maintaining the equipment, we could make sure we did not have another catastrophic failure. Was it more expensive than \$90,000 to come back from that catastrophic failure, or no? Finance Director Huff said when we had a catastrophic failure, we had to bring Zenner in. The way our contract with them was written, every time we had to bring them in, they charged us more money. So as the system got older, it was going to cost us more and more money to do that. We wanted to now be able to do preventative maintenance, respond to failures faster, and install new updated equipment faster as well. So yes, we should be able to track all of that.

Commissioner Baldwin said in the graph presented where it showed the percentage drop due to a catastrophic failure and asked was the number on the left the percentage. Finance Director Huff said the number on the left was the percentage of readings they got in, so obviously 100 percent was always the goal because that meant that every ETR and MIU was reporting. Usually, 98 to 99 percent was what they could achieve realistically. Commissioner Baldwin clarified that catastrophic failure was when they got down into 14 to 15 percent failure. Also, his biggest concern was acquiring recurring costs. To give a perspective, when he joined the Commission in 2012, we had 317 employees. And how many employees did we have now? Over 400? City Attorney Bengoechea said the current number of employees was 345. That was a figure she had received from the Human Resources Department. Commissioner Baldwin asked if that was full time and part time? City Attorney Bengoechea said yes. Commissioner Rardin said that was post-Covid too. Commissioner Baldwin said we were over 400 employees a couple years ago. His point was that the City had acquired a lot more employees and those were recurring costs. However, he agreed with Commissioner McDonald that as long as this was trackable, he was okay with it. If we dipped down into the 86 percent reading level but got back up to a maintainable level once we brought these two employees on, then it was basically worth the cost. He did want to be able to track that as it would be easier to justify. He had concerns bringing on more employees. The City Manager had made a point that in the past employees from other departments had been pulled to perform the duties of the meter readers. That was something that he and other Commissioners had pushed for with cross training. As long as they could justify in a couple of years that the numbers were not dipping back down and the meters were being maintained, then he was not going to fight it too much. We had to be able to justify it. And the lesson moving forward should be that we learn from these mistakes. It was a \$2.4 million project, and yet nobody considered what the maintenance would be five or six years down the road.

Commissioner Rardin said typically when staff asked for new positions, we usually did it during budget hearings which were literally a month or so away. He was torn on this because it was a recurring expense, and it was a large amount of money each year. Our payroll was already going sky high because of the fact of the Governor raising the minimum wage. Also, when they had the dip in service because of the Covid there were a lot of staff working at home or were furloughed. He asked if that have anything to do with the fact of the dip in the maintenance. Finance Director Huff said no; the meter technicians were never

furloughed because they were considered essential employees. City Manager Cesar said these requests did normally come during the budget hearings, but this was important enough that if we waited for the budget process to occur and even if they were approved in the budget, it still had to go up to the State for approval and the earliest they could even start the hiring process would be after July 1st. The hiring process would take a minimum of 45 days. Regarding the Covid situation, we were now getting to the point where we were going to have to go out and start turning people off for nonpayment. That meant the existing Utility Billing staff would not be able to continue to perform the routine maintenance that should be performed on a daily basis. Because a lot of the routine maintenance had been put on the back burner in the past, that was the reason we had a lot of the issue we had. To get the system back up to where it was today, technicians from Zenner had to come in. Our meter readers and technicians were out working alongside Zenner and they had to also pull in people from Public Works to get the batteries installed and replace the units. For Utility Billing and Finance, they felt this was an important enough issue to bring forward, so we did not get into the position we were recently in where a good portion of the system had failed, and it was getting worse every day. Commissioner Rardin asked if in times like those it was possible to pull some of the Public Works guys in to help get the system back up to where it needed to be, rather than hiring additional staff. City Manager Cesar said he understood what he was saying, but then when they pulled staff from other areas, then they started getting the questions on why potholes were not being filled or water breaks were not filled. When the staff from Public Works was pulled previously, it was two less people in the shops and put them in a position to where they had to now go play catch up on their jobs. If it was something that happened every five years or so, then he would agree. However, this system was only getting older and as it got older, it would fail on a more frequent basis if it were not maintained. From a staff standpoint, there was a definite need. It was a need that could be easily justified and shown as they continued to go forward, that the investment of the two new positions was money well spent.

Mayor Boss moved to approve.

Commissioner Payne seconded the motion.

Motion carried with a vote of 5-2-0. Commissioner Rardin and Commissioner Wright voted nay.

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

Mayor Boss read the openings and appointed Monica Pflugh to the Senior Volunteer Programs Advisory Council for her first term. No one was opposed.

EXECUTIVE SESSION (Roll Call Vote Required)

14. Adjourn into Executive Session in compliance with 10151(h)(7) NMSA (as amended) to discuss threatened or pending litigation - Tommy Herrell threatened lawsuit. (Roll Call Required)

Commissioner Rardin moved to adjourn into Executive Closed Session at 8:38 p.m.

Commissioner Payne seconded the motion.

Roll Call Vote was taken.

Motion carried with a vote of 7-0-0

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Teresa Gutierrez, Deputy Clerk)
Approved at the Regular Meeting held on April 27, 2021.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/14/2021

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Closed Session held on April 13, 2021. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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

Background: Approve the following statements authorizing them to be included in the minutes of April 27, 2021: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on April 13, 2021, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: discuss Threatened or Pending litigation - Tommy Herrell threatened lawsuit."

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/23/2021

Report No: 3.

Submitted By: Jim Talbert

Subject: Consider, and act upon, a new land lease at the airport for Preflight LLC of area E-12B3 to construct a hangar. (*Jim Talbert, Airport Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Lease of airport area E 12 B3 for the construction of a new hangar. The Alamogordo Airport Advisory board recommends approval.

Background: Preflight LLC, a company made up of three individuals, Glen Wolsey, Don Gressman and Rick Carrier are applying for a new land lease for the area at the Alamogordo White Sands Regional Airport known as E-12B3. This area is a vacant section next to the Civil Air Patrol Hangar. The company's goal is to construct a 100 foot by 60 foot hangar using Sundance Construction Development, a local construction company. Once the City Commission approves the lease, then Planning and Zoning and CID can take action on the building.

**Land Lease
Alamogordo-White Sands Regional Airport
PREFLIGHT LLC, LESSEE**

E-12 B3

WHEREAS, the City of Alamogordo ("City"), a Municipal Corporation of the State of New Mexico, is the owner of certain real properties known collectively as the Alamogordo-White Sands Regional Airport ("Airport") in Otero County, New Mexico; and,

WHEREAS, the City maintains designated areas on the Airport specifically to lease said areas to aviation-related businesses and individuals to develop the Airport, its infrastructure, and aviation business for the benefit of the citizens of the City; and,

WHEREAS, Preflight LLC. ("Lessee") desires to lease a particular parcel of that real property on the Airport for the purpose of furthering the Lessee's aviation interests; and,

WHEREAS, the City is willing to lease the parcel desired to the Lessee, and the parties desire to execute a written Lease containing the terms and conditions of their Lease; and,

WHEREAS, the City of Alamogordo and the Lessee agree that the premise behind this contract, and the direction/directive of federal, state and local government(s), is to promote the self-sufficiency of Airport; and,

WHEREAS, the City of Alamogordo and the Lessee agree to follow required and/or necessary federal and state mandates, procedures and/or regulations. in order to receive federal and/or state funds and/or grants for the exclusive benefit of airport related use, improvements, activities and/or services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the following is agreed:

1. DEFINITIONS:

A. *Airport* - means the Alamogordo-White Sands Regional Airport, owned and operated by the City of Alamogordo as a general aviation facility.

B. *Airport Manager*- means the city manager or his designee.

C. *Aviation Related Activities* - means activities as defined by the Federal Aviation Administration (FAA), which encompass aeronautical related activities, benefits and/or services to help promote and/or support aeronautical activities. If the FAA has not specifically defined aviation activities, City will make a determination as to what is considered "aviation activities."

D. *City* - means the individuals employed hired, appointed, designated and/or elected by the constituency of Alamogordo and/or the City of Alamogordo, which may act on its own behalf, as duly acknowledged by the State of New Mexico, as a separate municipal corporation.

E. *City of Alamogordo* - means the Municipal Corporation, with the City Commission as its governing body.


(Lessee's Initials)

**Land Lease
Alamogordo-White Sands Regional Airport
Preflight LLC**

F. City Commission – means the duly elected members of the City Commission, as currently composed and as its membership might change from time to time, and any successor body.

G. Commencement Date – means the date that this lease becomes effective. It is not necessarily the date of the last signature.

H. Federal Aviation Administration or FAA – means the United States Department of Transportation, Federal Aviation Administration, or any successor agency.

I. General Aviation – means all aircraft or aeronautical operations and activities other than Commercial and Military Aviation related activities.

J. Improvements means rights, benefits and/or access to structures, buildings, edifices, foundations, and/or the installation of utilities, built and affixed above and/or below bare ground, leased by the City and designated to Lessee, together with all rights appurtenant thereto.

K. Initial Lease Term means a lease for an undeveloped parcel of real property located at the Alamogordo-White Sands Regional Airport

L. Lease – means this Lease including stipulated renewals with final termination date established, together with all Exhibits hereto, incorporated herein by reference, and any amendment hereof duly executed by the parties.

M. Lease Year means the consecutive twelve (12) month period, from July 1st until June 30th of the following year. Any lease entered into after July 1, will be pro rated for the balance of the 1st year.

N. Negotiations - means a discussion to produce the mutual assent and agreement between the City of Alamogordo and Lessee regarding, and not limited to: termination, assignments and other issues, as they pertain to this Lease.

O. Notice - means written correspondence, sent certified mail, from either Lessee or City.

P. Off-Site Improvements - means rights, benefits and/or access to structures, paved areas, and/or utilities, built and affixed above and/or below bare ground, by Lessee, away from, Lessee's leased Parcel, which Lessee agrees will belong to the City.

Q. On-Site Improvements - means rights, benefits and/or access to structures, buildings, edifices, foundations, and/or the installation of utilities, built and affixed above bare ground, and specifically described as the leased Parcel designated by the City, belonging to Lessee.


(Lessee's Initials)

Land Lease
Alamogordo-White Sands Regional Airport
Preflight LLC

R. Parcel - means the bare dirt ground specifically described and directly leased to Lessee by City.

S. Sign(s) – means an outward symbol, logo, name or board affixed, present or posted on the Parcel identifying the leased Parcel, and/or activities conducted on Parcel, and Lessee(s).

T. Termination – means the expiration of the lease term and any extensions, default or breach, or abandonment by Lessee.

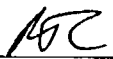
2. THE LEASED AREA DESCRIBED: The City hereby Leases to the Lessee, an 8,400 square foot parcel of real property located in the NE 1/4 of the NW 1/4 of Section 14, T17S, R9E, N.M.P.M. of the U.S.G.L.O. surveys, within the city limits of Alamogordo in the County of Otero, State of New Mexico, described as Parcel E12-B3 as shown on a COA-GIS map dated January 5, 2007 showing lease properties and attached as Exhibit A and incorporated herein by this reference, together with an easement for ingress and egress to the property (hereinafter “parcel”) by the Lessee and being more particularly described herewith: beginning at the Northerly most corner, said corner having New Mexico central zone state plane coordinates of 670622.878 North and 1720008.405 East, thence running from said point of beginning, S44°34’31”E, 120.00’ to the Easterly most corner, thence: S45°25’29”W, 95.00’ to the Southerly most corner, thence: N44°34’32”W, 120.00’ to the Westerly most corner, thence” N45°25’28”E, 95.00’ to the point and place of beginning. Exhibit “A” attached.

3. TERM:

A. The term of this Lease shall be ten (10) years (hereinafter “Lease Term”) commencing on the Commencement Date,” as hereinafter defined, and terminating on the tenth (10th) anniversary of the Commencement Date. The Commencement Date shall be the 1st day of April, 2021, and the tenth anniversary date shall be the 30th day of June, 2031. Possession of the Parcel by the Lessee shall begin on the Commencement Date. The Lessee shall have the right to enter into two additional five-year terms at the conditions and fees in effect at the beginning of each of the five year terms.

B. Termination.

- 1.** Upon Termination of this Lease, Lessee shall have no further rights hereunder, except as otherwise expressly provided herein, and the City may take immediate possession of the leased Parcel. Lessee shall thereafter be released from any and all liability, cost or expense associated with the Parcel, including the improvements thereon accepted by the City, or associated with termination of this Lease, except for environmental concerns not detected or disclosed at termination.
- 2. Negotiations Prior to Termination of Lease.** Not less than one year prior to the termination of this Lease, Lessee and City shall either enter negotiations or make provisions for the disposal of any improvements on the Parcel.

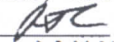

(Lessee's Initials)

**Land Lease
Alamogordo-White Sands Regional Airport
Preflight LLC**

C. Disposal of Improvements:

1. When Requested by Lessee: At any time during the term of this lease, when all rent then due and owing has been fully paid and Lessee is not in default under this Lease, Lessee may request to remove any or all improvements. Lessee shall give forty-five (45) days advance written notice to the City of Lessee's intent to remove the improvements. City shall not unreasonably withhold consent. When removing improvements, the Lessee shall restore the Parcel to its previously existing condition, including filling excavations, returning the surface to grade, and leaving the Parcel safe and free from all debris and hazards including environmental contaminants. Any exceptions must be by mutual agreement.
2. At Termination of Lease: At the Termination of this Lease, any or all buildings and other permanent improvements to the Parcel will, at the direction and sole discretion of the City, either remain intact on the Parcel and become the property of the City, or be removed by the Lessee. Should the City elect that Lessee remove any or all improvements, Lessee shall do so within forty-five (45) days of written notice. When removing improvements, the Lessee shall restore the Parcel to its previously existing condition, including filling excavations, returning the surface to grade, and leaving the Parcel safe and free from all debris and hazards including environmental hazards. Any exceptions must be by mutual agreement. If Lessee fails to promptly remove said improvements as required by the City, City may assess and bill Lessee based on receipt of an itemized statement of costs of removal and restoration of the Parcel performed by or for the City. If City elects that improvements shall remain intact on the Parcel, Lessee shall be released from any further liability, cost or expense associated with the parcel except for undisclosed or undetected environmental hazards.
3. Right of First Refusal: Prior to Termination of this lease, if Lessee elects to terminate this lease, it shall first offer City the right to purchase On-Site Improvements, and City may elect to purchase said improvements. If City elects to purchase On-Site Improvements, City will bear the cost to ascertain the appraisal value of improvements, and/or the parties may mutually agree on another method to ascertain value of improvements. If City rejects the right of first refusal, Lessee shall either remove the On-Site Improvements within forty-five (45) days or sell them to a third party.
4. Purchase of Lessee's improvements by third party, with approval of City: Lessee may sell On-Site Improvements to a third party (Buyer), with the approval of City after City has negotiated a Lease with Buyer, or with the understanding that Buyer will remove the On-Site Improvements within forty-five (45) days of receipt of City's approval of the sale.

D. Holdover. If Lessee remains in possession of the Parcel after the Termination of this Lease, without any written agreement extending this Lease, such holding over shall not be


(Lessee's Initials)

**Land Lease
Alamogordo-White Sands Regional Airport
Preflight LLC**

deemed as a renewal or extension of this Lease, but shall create only a month-to-month tenancy with the City acting as current owner of the improvements from the date of Termination. The rates for holdover tenancy shall be 10 times that of the final rental rate of this Lease.

E. Continuing Leases Term. For those Leases of real property at the Airport, which are not Initial Leases, the term may be for not more than ten (10) years. The conditions shall be those in effect at the time of entry into the Lease. Should an existing Lessee elect not to enter into a Continuing Lease, the provisions of Paragraph 3(D) shall apply.

F. Force Majeure. Neither party shall be in violation of this Lease if it is prevented from performing any term hereof by reason of strike, boycott, labor dispute, embargo, shortage of material(s), Act of God, act of a public enemy, act of superior government authority, weather condition, riot, rebellion, sabotage or any other circumstance for which it is not responsible or which is not within its control. An individual Lessee's, death, disability or incapacity, shall constitute a Force Majeure condition for such time as is reasonably necessary for arrangements to be made for the conduct of Lessee's affairs, but not to exceed two (2) years.

4. FEES AND CHARGES: Lessee shall pay the following fees and charges:

A. Processing Fee. If after verbal discussions with the City, a person wishes the City to process an application for a lease, the person shall pay a nonrefundable processing fee to City in the sum of Two Hundred Fifty Dollars (\$250.00).

B. Rent. Beginning on the Commencement Date, the Lessee shall pay the City a fixed annual rental payment ("Rent"). The amount of the Rent shall be at the rate specified by the City Commission per square foot per year by Ordinance. The adjusted Rent payment shall be due on or before July 1st of each year. The first year of this lease shall be prorated. Rent may also be adjusted as appropriate to reflect the increased cost of new or substantially higher levels of services provided at the Airport. Adjustments must comply with City Ordinances as voted by the City Commission.

5. PAYMENTS DUE:

A. Due In Advance. All rent payments shall be due and payable in advance, beginning on the Commencement Date and continuing regularly and annually without notice from City thereafter during the Lease Term. However, the City may elect to invoice payment notices.

B. Due Annually. The first annual payment shall be due and payable on the Commencement Date and shall be prorated to the next June 30th. All subsequent payments shall be due on or before July 1st each year thereafter.

C. Late Fee Due. On any annual rental payment made after July 1st, Lessee shall in addition pay a late charge of ten percent (10%) of the annual rent for each month or part thereof that the payment is late or Fifty Dollars (\$50.00), whichever is greater.

6. NO REFUNDS: Lessees may relinquish this Lease to the City; however, the Lessee shall not be entitled to a refund of any fees of any kind paid.

7. INSURANCE REQUIREMENTS:


(Lessee's Initials)

**Land Lease
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Preflight LLC**

A. General Liability. Lessee shall maintain general liability insurance insuring against general liability claims. This insurance shall name the City of Alamogordo (City) as an additional insured. The insurance shall have a minimum per occurrence limit of \$ 1,000,000 or as required to meet the mandatory requirements of the New Mexico Tort Claims Act or its successors in law, whichever is greater.

B. Hangar Insurance. Lessee shall maintain hangar insurance covering the improvements on the parcel. Such insurance shall be a hangar insurance policy with the broadest cause of loss endorsement including vandalism and malicious mischief. The insurance shall be on a replacement cost basis and shall name the City of Alamogordo as an additional insured, as its interests may appear.

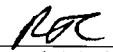
C. Proof of Insurance. Such insurance shall be with a company licensed and authorized to do business in the State of New Mexico. On or before July 1st of each year, Lessee shall furnish City a certificate or other evidence of coverage and proof of maintenance of the above required insurances. The certificate of insurance shall provide the City of Alamogordo with a minimum 60 days notice of cancellation or non-renewal of the insurance policy. Lessee shall provide the City with notice of any changes thereof and furnish City evidence of acquisition of a substitute therefore and payment of premium thereof. If Lessee fails to maintain such insurance coverage, then the City may obtain same and add the cost of such insurance to the next due Lease payment. If the City does so, it may charge interest thereon at the rate of 15% per annum from the time of payment, which shall be added to the rental becoming due and shall be collected as an additional fee.

8. QUIET ENJOYMENT: The Lessee, upon payment of the required fees and rents, and the faithful performance of such covenants, agreements and conditions required by law or this Lease, may peaceably and quietly have and enjoy the Parcel. Such use shall be free from molestation, eviction or disturbance by the City or any person claiming by, through, or under it, subject to the terms and conditions of the law or agreement entered into. Such quiet enjoyment is conditional upon Lessee adhering to the following conditions:

A. Permitted Uses. Lessee shall have use of the Parcel only for construction of a hangar, and the housing and maintaining of personal, non-commercial aircraft, as well as for the construction, maintenance and operation of said hangar in connection with these uses, in so far as it does not disturb the peaceful enjoyment of other tenants and conforms to airport permitted uses under the current or any revised Standards, Regulations, Codes and Policies.

B. Additional Uses Require Permission. The Lessee shall not use or permit the use of the Parcel, or improvements thereto, for any purpose or use other than those expressly and specifically authorized by this Lease. Additional uses may be hereafter authorized in writing by the City, but only upon such terms and conditions as may be set out in such authorization.

C. Commercial Use of Parcel and Future Improvements. Lessee agrees to obtain permission from the City prior to commencing or permitting any commercial use of the Parcel not specifically listed, or making any additional improvements thereto, in accordance with the current Airport policies, code and/or standards. In the event that this Parcel, or improvements thereto, is used for


(Lessee's Initials)

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business purposes, the Lessee shall at all times maintain and pay any required permits, licenses, insurances, and taxes as required by law.

D. Signs. Lessee must obtain City consent, including approval for a City Sign Permit, to paint or construct any exterior signs. Lessee further agrees that upon vacating the improvements, Lessee will restore exterior signs to same condition as at time of occupancy. The Lessee shall be responsible for all cost and expense of maintaining its signs as permitted hereby. Lessee shall not erect, paint or maintain any temporary signs or advertising displays, such as banners, balloons, flashing sign boards, and/or any similar visual devices whatsoever, without City's approval.

9. OBTAIN PERMITS, PAY TAXES, AND OBEY LAWS:

A. Lessee shall pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against the Airport, or improvements thereto. Lessee shall take out and keep current all licenses, permits, and certificates (City, County, State and Federal) required for the conduct of its activities at and upon the Airport, and further agrees not to permit any of said taxes, excise or license fees to knowingly become delinquent.

B. Lessee shall, at its own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of the applicable City, County, State and Federal authorities and agencies which affect this Lease, the land granted by this Lease, any improvements upon the Leasehold, and/or operations thereon. Such compliance shall be with any laws, regulations, rules, ordinances or requirements which have been or may be enacted or promulgated during the effective period of this Lease.

C. Lessee recognizes the authority of the City Commission and staff to take those necessary and legal actions required to safeguard any person, aircraft, equipment or property at the Airport. Lessee agrees to abide by any suspension, restriction, or designation of specific procedures applicable to any or all Airport operations whenever such actions are established by such authorities.

10. ASSIGNMENT AND SUBLEASE:

A. City Consent Required. Lessee shall not assign or sublease the rights granted by this Lease, nor the Leased parcel, nor the improvements constructed or occupied in accordance with this Lease, without the prior written consent of the City, which consent shall not be unreasonably withheld. The City may condition such consent upon an increase in the Rent, and may require other conditions or covenants before consenting to an assignment or sublease. Such additional rent, conditions or covenants shall be in accord with those terms and conditions for similar agreements in effect at the time of the assignment, sublease, or sale. If the Lease is assigned or subleased, all clauses herein binding the parties hereto are also binding on any and all successors and/or assigns, unless specifically amended by the City as a condition of consent.

B. Assignment Relieves Lessee. Upon a valid assignment of this Lease, but not upon a sublease, the Lessee shall be relieved of all obligations and liabilities arising from this Lease effective as of the date of the assignment.


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11. DEFAULT AND TERMINATION:

A. Definition. If the City/Lessee determines the City/Lessee is in violation of any of the terms, conditions or covenants of this Lease, or the Lessee fails to pay, on time, any fees or charges due, the condition shall be considered a default of the Lease.

B. Written Notice Required. The City/Lessee shall provide the City/Lessee with written notice of any determination of default.

C. Compliance Time. The City/Lessee shall then have thirty (30) days to cure or remedy said default or otherwise comply with any demand contained within such written notice which cures or remedies the default.

D. Failure to Comply. If the City/Lessee fails to correct the default as specified by the City's/Lessee's notice within the specified period, or if the City/Lessee receives a third notice of default within any 18 consecutive month period, the City/Lessee may, at its option, terminate this Lease immediately, or at any time thereafter. Such termination may be made without further notice or demand.

1. In the event of a Lessee default and upon such termination, without further notice or demand, the City may enter upon and into the Parcel, or improvements thereto, or any part thereof, and take absolute possession of the same fully and absolutely, and such re-entry shall not be judged trespass. In addition, the City may also require all associated and permitted operations to cease and be removed from the Airport. The City may also follow the provisions of paragraph 24.

2. In the event of a default by the City, the lessee may terminate the lease and follow the provisions of paragraph 24.

E. Lease Remains Binding. All provisions of this Lease remain binding upon the City/Lessee while the Lessee is in default, and if this Lease is terminated due to default.

F. What Constitutes Blatant Default. Parties will be in **Blatant** default upon the occurrence of:

1. In the event that Lessee has not commenced repairs within six (6) months from the date of damage and thereafter completed such repairs within six (6) months, this Lease may be immediately terminated by the City.
2. Non-payment of all rents and/or fees ninety (90) days after July 1.
3. Failure to retain insurance for hanger, as outlined in Article 7.
4. The conscious deprivation of rights and privileges, outlined in this Lease and/or other agreement(s) entered into between Lessee and City.
5. Failure to comply with federal, state and local government regulations, as they pertain and are relevant to this Lease.


(Lessee's Initials)

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6. Refusal to provide access to Parcel as set out in Article 21.
7. Using or allowing the use of the Parcel in contradiction of this Lease.

12. AIRPORT DEVELOPMENT: The City reserves the right to further develop the Airport as it sees fit, without unreasonable interference or hindrance from Lessee.

A. Eminent Domain Rights. If the physical development of the Airport requires the relocation, removal or alteration of Lessee's improvements from the Airport, the City has the right to condemn the improvements wholly under the City's eminent domain rights.

B. Notice of Total Taking: In the case of a total taking by the City of the parcel(s) authorized for use by this Lease, the City will provide a minimum of ninety (90) days notice of such impending action. In the event of such a total taking, Lessee's obligation to pay rent and other charges shall terminate on the date of the taking.

C. Actions in the Event of Total Taking. In the case of a total taking, both parties hereto agree that the value of this Lease shall be declared to be zero dollars (\$0.00). The value of the Improvements will be determined by an independent appraisal at Fair Market Value (FMV). The Lessee will have the option of receiving the monetary FMV of the improvements or having similar improvements constructed at another parcel and entering into a new Lease at the then current land lease rate.

13. AMENDMENT: This Lease shall not be altered, changed or amended except by instrument in writing executed by the City and Lessee.

14. SEVERABILITY: If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

15. RIGHT OF AIRCRAFT OPERATIONS: The City hereby reserves a right of aircraft ground operations on and above the surface of the Airport, when conducted in accordance with the Federal Aviation Regulations, together with the right to cause such noise, odors and other disturbances as may be inherent in such operation.

16. RESERVED WATER, GAS, OIL, AND MINERAL RIGHTS: The City reserves, subject to the BLM Patent all water, gas, oil, hydrocarbon and mineral rights in and under the surface of the Airport. However, the City shall not conduct any operations on the surface of the Airport for the exploration, development or recovery of the rights and substances reserved which would unreasonably interfere with the Lessee's use of the Airport.

17. EASEMENTS AND RIGHT OF WAY:

A. Existing Easements. This Lease is subject to all existing rights-of-way or easements of record and all other Leases granted by the City to other parties at the Airport, and to those retained by the City.


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B. City's Right to Use Existing Easements. The City retains the right to locate utilities as necessary on existing easements on the Airport.

C. Easements to be Accessible. Lessee shall leave any utility easements upon the Airport open and unobstructed. A perpetual easement and right-of-way for the construction, maintenance, removal and replacement of any and all utility lines, manholes, and related facilities through, over, across and under the Airport is hereby reserved for the benefit of the City.

D. City's Right to Establish Easements. The City may at any time and from time to time relocate, in whole or in part, any easement serving the Airport, provided that such relocation does not diminish or permanently interrupt the rights or operations of the Lessee nor increase the costs to be incurred by Lessee. The City may temporarily interrupt operations with respect to such easements during the period of relocation, and the City agrees to restore the Airport to a condition substantially similar to the condition existing prior to any alterations thereto by the City.

E. City's Right to Protect Aerial Approaches. The City reserves the right to take such action as may be reasonably necessary to establish and protect aerial approaches to the Airport against obstruction, including the right to prevent persons from erecting or permitting to be erected any improvements on the Airport which would constitute a hazard to aircraft.

18. RIGHT TO PERFORM OWN AIRCRAFT SERVICING AND MAINTENANCE: It is clearly understood by the Lessee that no rights or privileges have been granted which would prevent any legal person from performing any services that it may choose to perform on its own aircraft at locations reserved for such purposes. All such servicing, maintenance and repair shall be conducted in accordance with Federal Aviation Regulations and applicable law.

19. SECURITY AND SAFETY: Lessee will participate in the City's security and safety programs as they relate to the Airport.

20. AIRPORT ACCESS: Subject to the rules and regulations established by the City, the Lessee has the right of free access, ingress to and egress from those parts of the Airport authorized for the Lessee's use by this Lease. Such access also applies to the Lessee's employees, agents, patrons and invitees, its suppliers of materials and furnishings of services and its equipment, vehicles, and machinery. The City may, at any time, temporarily or permanently close or consent to the closing of any roadway or other right-of-way for such access, ingress, and any other area at the Airport or in its environs presently or hereafter used as such. In such a case, a means of access, ingress and egress reasonably equivalent to that formerly provided may be substituted and concurrently made available subject to the Airports Security and Operational needs.

21. CITY'S RIGHT TO ENTER: The City, its officers, agents and representatives, subject to any security regulations imposed by any governmental authority, shall have the right to enter all parts of the premises at all reasonable hours to inspect the premises when reasonably required and as it may deem necessary or desirable.

A. Right to Inspect. Unless faced with an emergency situation as outlined in Section 28.A (4), upon 24 hours notice to Lessee, City may enter and conduct a general inspection of On-Site Improvements.


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Preflight LLC**

B. Follow-Up Inspections. Upon finding a hazard on Lessee's Parcel, City will send notice stating findings and will reschedule an appointment with Lessee within fifteen (15) days to re-enter Parcel to ascertain that Lessee is in compliance with relevant safety regulations. If the hazard is considered an imminent threat to other Lessees and/or the City of Alamogordo, City will issue a notice to Lessee outlining City's explanation and findings for said inspection and give Lessee ten (10) days to remove or correct the hazard.

22. OPERATIONAL/SAFETY REPORTS: Lessee agrees to submit to City, upon request by City any report or reports or information regarding Lessee's operations at the Airport. The City agrees to receive from Lessee, upon request by Lessee, any reports the Lessee deems appropriate for the purpose of keeping the City informed of any operational problems and of any suggested improvements at the Airport.

23. AUTOMOBILES AND OTHER VEHICLES: The City reserves the exclusive right to control, by security gate, uniform driving regulations, or otherwise, all vehicular ingress and egress to, and operations on, the aircraft operating areas including but not limited to all taxiways, runways and ramp areas on the Airport.

24. ATTORNEY'S FEES: City and Lessee agree that if either is found by a court to have breached this Lease, reasonable attorney's fees and the cost of litigation may be recovered by the prevailing party.

25. NOTICES: Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not, when deposited in the United States mail, as Certified Mail, postage prepaid, return receipt requested, and addressed to the party at the address set forth below:

City Clerk
City of Alamogordo
1376 E. Ninth St
Alamogordo, New Mexico 88310

26. EXHIBITS: Where applicable, the following exhibits are attached and made part of this Lease:

- A. **EXHIBIT "A": LEASE APPLICATION**
- B. **EXHIBIT "B": PLAT OF PARCEL.**
- C. **EXHIBIT "C": PLANS FOR IMPROVEMENTS (for initial lease)**

27. CONSTRUCTION AND IMPROVEMENTS:

A. Permit(s), License(s) and Approval(s). Lessee shall or may, at its own sole cost, improve the Leased Parcel, only with the written consent of City. City must respond to Lessee's request for improvements, within 30 days of City receiving said request. Lessee shall or may


(Lessee's Initials)

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Preflight LLC**

build, affix and/or add improvements in compliance with plans and specifications approved by the City. Lessee shall obtain any and all federal, state and local governmental approvals, licenses and permits required for the improvement, and shall comply with all federal, state and local laws applicable thereto. The City shall have neither obligation nor responsibility for improvement of the Leased Premises.

B. Preparation of Plans and Specifications. Lessee shall prepare, or have prepared, detailed drawings, plans and specifications for any construction, improvements and/or exterior alterations to the improvements, as applicable, and as might be required by the City, state and/or federal regulations. Lessee shall begin work on proposed improvements only after receiving the prior written approval of plans and specifications from all entities, including, but not limited to City.

1. **Title to Improvements (On-Site Improvements).** Subject to compliance with the terms and conditions of this Lease, during the Lease Term, title to all improvements existing or constructed upon the Parcel by Lessee is and shall be vested in Lessee.
2. **Title to Off-Site Improvements.** Off-Site Improvements will vest in the City, upon acceptance by the City.
3. **Proposed Improvements.** For either Off-Site or On-Site Improvements, if Lessee is required to provide plans for said improvements, as summarized and attached to this Lease as Exhibit C, hereto, and incorporated herein by reference, Lessee shall begin such process with no less than submission of a building permit application to the City, not later than six (6) months following the Commencement Date of this Lease.
4. **City Codes Apply.** Lessee must meet City standards as specified in the *Alamogordo Code of Ordinances*, in addition to all relevant state and federal regulations, for all design, planning, and construction activities, including development or extension of infrastructure. In addition, Lessee may pave Off-Site access from the Parcel, when necessary, or improvements thereto. Taxiways, taxi lanes, or roads, and such construction shall match the grade of the existing Parcel. Lessee shall be responsible for the maintenance of any Off-Site Improvements unless they are accepted by City.
5. **Installation of Utilities.** City warrants that all utilities, which are necessary for the conduct of Lessee's activities, are available at the Airport. However, Lessee shall obtain and install any necessary electrical, gas, water, sewer and septic tank, and any other utility service, subject to the development guidelines, rules and regulations or building codes of the State of New Mexico, the City of Alamogordo, and/or other utility company requirement(s).


(Lessee's Initials)

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Alamogordo-White Sands Regional Airport
Preflight LLC**

6. **Septic Systems.** Lessee may be allowed to use and maintain an easement on common City Property to the N/A of the building to construct an individual on-site septic system, if necessary and as required to meet New Mexico Environment Department Regulations. The location and dimensions of this easement and constructed improvement shall be shown on the site plan submittal. In the event that the City provides a waste water disposal service to the Parcel in the future, Lessee shall be required to cease use of the individual on-site septic system and hook up to the City waste water system, at Lessee's own cost, for sewage disposal, in accordance with the *Alamogordo Code of Ordinances*.
7. **Time Restrictions.** All building construction described in Exhibit "C" must be completed on or before the second anniversary date of the approval of the construction plan(s) and/or drawing(s), that date being _____, or any other mutually agreed upon date established between City and Lessee.
8. **Additional Improvements Constructed During the Lease Term.** Upon receiving written approval from City, Lessee may construct additional improvements or modifications at a later date, adhering to the requirements of those codes and regulations then in effect on the Airport. Lessee must use new or City approved materials, which are compatible with existing improvements on Parcel. However, in all cases, construction must be completed within two (2) years of receiving City approval.

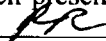
C. Mechanic's and Materialman's Liens. Lessee shall not permit any mechanic's, materialman's or any other lien to be imposed upon or attached to the Parcel or improvements on the Airport or any part thereof, or the improvements thereon, by reason of any labor performed or materials furnished by any mechanic or materialman or for any other reason.

D. Certificates of Completion; Construction Records. Upon the completion of any Off-Site and/or On-Site Improvement hereunder, Lessee shall submit to City a copy of its Certificate of Occupancy, acceptance letter certifying completion, and/or a certified copy of any certificate or permit which might be required or provided by any federal, state or local agency in connection with the completion, occupancy or use of the improvement. As-Built drawings of improvements shall be provided to City within ninety (90) days after Lessee receives Certificate of Occupancy.

E. Airport Manager Duties. Airport Manager shall be the point of contact to aid, inform and/or direct Lessee, as to any questions or concerns regarding the Airport.

28. MAINTENANCE REPAIRS AND IMPROVEMENTS LEASEHOLD:

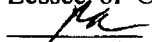
A. Condition, Maintenance and Repairs of Leasehold and Improvements Thereto. Lessee Accepts Parcel "As-Is." Lessee acknowledges that it has fully inspected the Parcel and hereby accepts the Parcel and any buildings, improvements and appurtenances thereto as is, in their present state and condition, as suitable for the purpose for which the same are leased.


(Lessee's Initials)

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Preflight LLC**

1. ***Lessee Shall Maintain.*** Lessee shall maintain, at its own expense, the Parcel and any Lessee-owned improvements, fixtures or equipment on the Parcel in a safe, sanitary, orderly, and slightly manner, in accordance with all applicable codes and regulations. Lessee shall also maintain the cleanliness of all paved area on the Parcel, and shall be responsible for mowing all grass, controlling weeds, and maintaining existing shrubs and trees on the Parcel. Lessee shall maintain all rest rooms on the Parcel, or improvements thereto in a sanitary and clean condition, using proper odor control devices and providing and maintaining an adequate supply of paper towels, soap and toilet tissue.
2. ***Erosion Control.*** Where the slope, terrain, or soil disturbance is such that active soil or wind erosion may be present on the Parcel, Lessee must carry out erosion control practices to mitigate the erosion. These practices include, but are not limited to drainage facilities constructed and maintained by Lessee, landscaping, and/or seeding and maintaining of vegetation.
3. ***City's Right to Correct Deficiencies.*** The City has the right to require reasonable maintenance and repairs to the Parcel and improvements thereon by Lessee as required by this Lease. Notice of City's intent to repair shall be in writing, with a minimum 30-day notice. Should Lessee fail to make the required corrections, the City shall have the right to enter the Parcel and On-Site Improvements, to correct deficiencies. City may recover the cost of Parcel and On-Site Improvement repair from Lessee, plus an additional fifteen percent (15%) administrative cost.
4. ***City's Right to Correct Deficiencies under an Emergency Situation.*** In case of major and/or an imminent hazard regarding the health, safety, and welfare to airport users, improvements, parcel, and/or the community at large, the City may immediately enter Lessee's parcel and correct said hazard, at Lessee's cost, unless the hazard is caused by the City.
5. ***Repair of Damage.*** If the Parcel, or improvements thereto, are partially destroyed or damaged by fire or other casualty, then Lessee shall secure repair and restore the Parcel, or improvements thereto as soon as it is reasonably practicable, so as not to create an imminent safety hazard to other airport users. Repair or restoration shall commence not later than six (6) months after such damage, and be completed within six (6) months thereafter. Such restoration shall be to substantially the same or improved condition in which the Parcel or improvements thereto were before such damage.

B. Destruction of the Parcel. In the event the Parcel, or improvements thereto, are completely destroyed or so badly damaged that repairs cannot be commenced within six (6) months and completed within six (6) months, thereafter, the Lease may be terminated by either Lessee or City. Such termination shall be effective as of the date of notice by Lessee and


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response by City, stating that either party does not intend to re-build, and intends to terminate the Lease, or the parties may mutually agree to locate to another parcel at the Airport.

29. ENVIRONMENT:

A. *Environmental Laws.* Consistent with all other terms hereof regarding compliance and/or environmental matters, Lessee shall at all times comply with all applicable federal, state and local laws, including, but not limited to, the transportation, storage, use and disposal of hazardous materials, substances and waste, as might now or hereafter be defined by such laws.

B. *Hazardous or Toxic Materials.* Lessee shall not improperly use, store, or dispose of any material or substance now or hereafter classified as hazardous or toxic under any federal, state or local law which is now or might become applicable to the Leased Parcel or other Airport property or Lessee's possession and use thereof. The presence of materials, necessary to support Lessee's operations, located within the proper receptacles of any truck or other vehicle, or in other proper containers correctly stored in locations approved by City, shall not be a violation of this Section. As required by law, Lessee shall maintain written procedures for handling and disposing of hazardous or toxic materials.

C. *Environmental Assessment and Remediation.* At the expiration or termination of this Lease, the City may conduct an Environmental Assessment on the leased Parcel or other affected Parcel(s), conducted in accordance with laws, codes and regulations in effect at that time. The costs of remediation, if any should be required by law, shall be the responsibility of the Lessee, provided that the City can prove that Lessee's use of the property is the cause of the required remediation.

IN WITNESS WHEREOF, City and Tenant have executed the Lease to be in effect as of the date first written above.


(Lessee's Initials)

**Land Lease
Alamogordo-White Sands Regional Airport
Preflight LLC**

LESSOR

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Date: _____

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

LESSEE

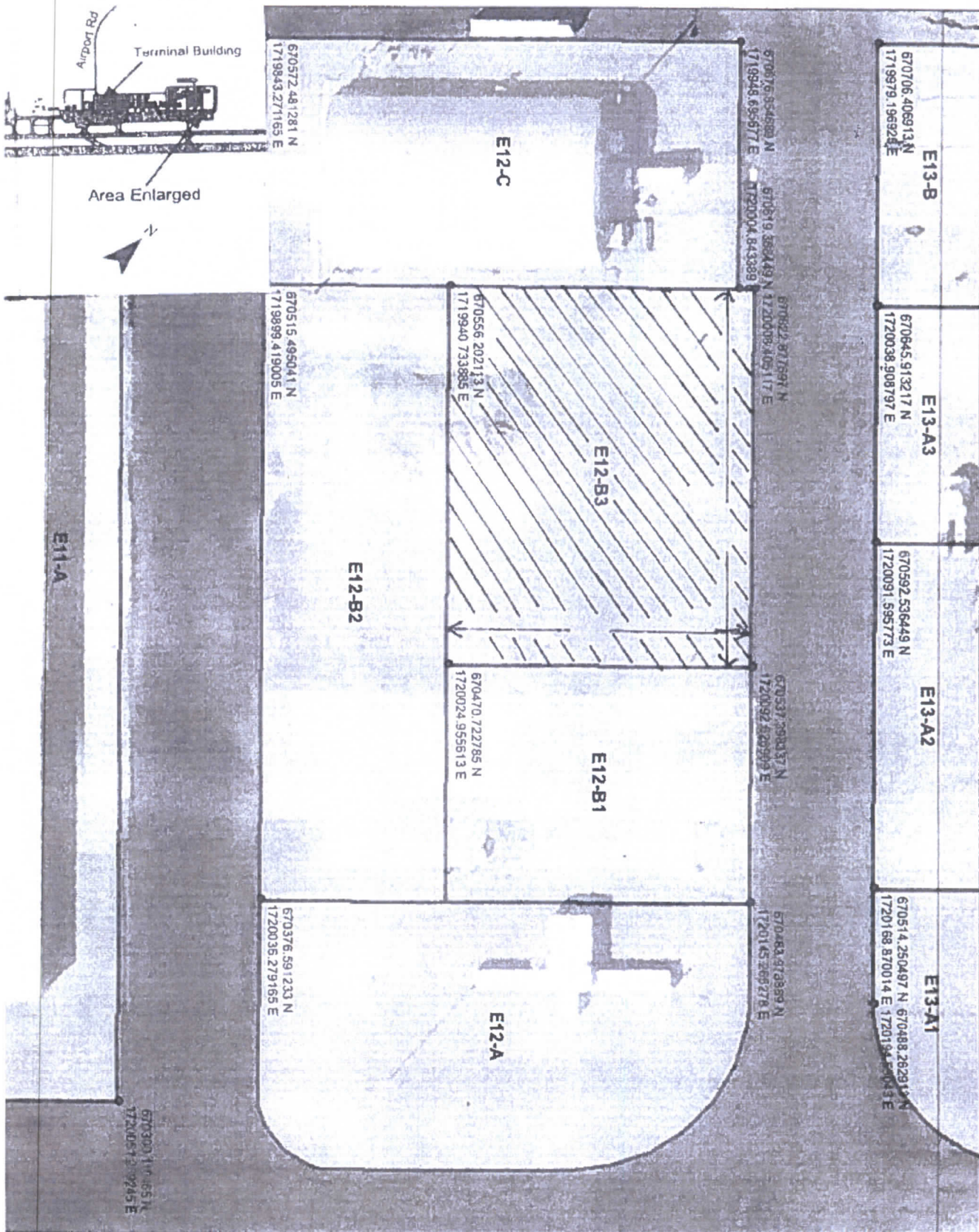
Date: 19 MAR 2021

By: PREFLIGHT LLC


APPROVED AS TO FORM:

Petria Bebgoechea, City Attorney


(Lessee's Initials)



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/16/2021

Report No: 4.

Submitted By: Britney Courtier

Subject: Approve grant funding from Thrive of Southern New Mexico for the Alamo Senior Center for the Home-delivered Meals program for FY22. (*Magdalena Morales, ASC Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Total pledge amount: \$19,413.00

Fund: 071-0000-316-1555

Recommendation: Approve the grant funding.

Background: The Alamo Senior Center has applied for and received grant funding from Thrive of Southern New Mexico (formerly United Way) for some years. Thrive is again offering a grant for FY22 for the Senior Center's Home-Delivered meals program. The total pledge amount is \$19,413.00



April 15, 2021

Alamogordo Senior Center
Magdalena Morales
2201 Puerto Rico Avenue
Alamogordo, NM 88310

Dear Magdalena:

This will be regarded as your formal agency award letter. Alamogordo Senior Center grant request was \$18,000.

Alamogordo Senior Center received \$19,413 in pledges. Quarterly payments will be paid in July, October, 2021, January and April 2022 based on monies received.

THANK YOU for all that you do for our community!

Sincerely,


Stephanie Hale
Executive Director



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/20/2021

Report No: 5.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, acceptance of grant agreement from USDOT Federal Aviation Administration to Alamogordo-White Sands Regional Airport in the amount of \$13,000.00 for Covid-19 related operational expenses. (*Jim Talbert, Airport Manager*)

Fiscal Impact: \$13,000

Amount Budgeted: \$0.00

Fund: 091

Additional Fiscal Impact: No significant fiscal impact. Grant does not require matching funds; provides \$13,000 to cover Covid-19 related operational expenses.

Recommendation: Accept USDOT Federal Aviation Administration's grant offer.

Background: Alamogordo-White Sands Regional Airport submitted an application to the FAA for an Airports Coronavirus Response Grant Program (ACRGP), and subsequently was offered a grant in the amount of \$13,000. The funds must be used for purposes directly related to the airport and may cover costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. No matching funds are required.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Louisiana, New Mexico

FAA ASW-640
10101 Hillwood Parkway
Fort Worth, TX 76177

CRRSA Transmittal Letter

April 9, 2021

Mr. Brian Cesar
3500 Airport Road
Alamogordo, NM 88310

Dear Mr. Cesar:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-35-0001-031-2021 for Alamogordo-White Sands Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **May 24, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Lacey D Spriggs
Lacey D Spriggs (Apr 9, 2021 07:36 CDT)

Lacey D. Spriggs
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 9, 2021

Airport/Planning Area Alamogordo-White Sands Regional Airport

ACRGP Grant Number 3-35-0001-031-2021

Unique Entity Identifier 086854825

TO: City of Alamogordo
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 23, 2021, for a grant of Federal funds at or associated with the Alamogordo-White Sands Regional Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Alamogordo-White Sands Regional Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Alamogordo-White Sands

Regional incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$13,000, allocated as follows:
 - \$13,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor

does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 24, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
 13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
 14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
 15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
 16. **Audits for Sponsors.**
PRIVATE SPONSORS. When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
 17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

a. Prohibition of Reprisals —

- 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
- 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 9, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Lacey D Spriggs
Lacey D Spriggs (Apr 9, 2021 07:36 CDT)
(Signature)

Lacey D Spriggs
(Typed Name)

Manager, LA/NM Airports District Office
(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated April 12, 2021

City of Alamogordo

(Name of Sponsor)

Brian Cesar

Brian Cesar (Apr 12, 2021 07:53 MDT)

(Signature of Sponsor's Designative Official/Representative)

By: Brian Cesar

(Type Name of Sponsor's Designative Official/Representative)

Title: City Manager

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Petria Bengoechea, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at April 12, 2021

By: Petria Bengoechea
Petria Bengoechea (Apr 12, 2021 07:57 MDT)
(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Alamogordo**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of February 23, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/20/2021

Report No: 6.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2021-14 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 April 27, 2021 (*Evelyn Huff, Finance Director*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Beginning Cash Balances \$0

Revenues \$103,909 Increase

Expenditures \$659,909 Increase

Transfers In \$0

Transfers Out \$0

Net Impact (\$556,000)

Recommendation: Approve the Resolution

Background: The City Commission adopted the FY 2020-2021 budget on May 26, 2020. The Department of Finance & Administration granted approval of the City of Alamogordo's Fiscal Year 2020-2021 Final Budget on August 4, 2020. Resolution 2021-09 amends the budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of the revisions are attached for your review.

**ALL FUNDS SUMMARY
BUDGET 2020-2021**

1/12TH REQ RSRV
1,185,378
1/12TH REQ RSRV
0
Fund Reserve Policy
462,900
Bal. Remaining
4,571,721

FY21 BUDGET - RESOLUTION 2021-14 (#9) APRIL 27, 2021

FUND NO.	FY 2020-2021 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	10,851,509	16,410,376	310,000	7,127,352	(6,817,352)	14,224,534	6,219,999	1,648,278	4,571,721
12	INTERNAL SERVICE FUND	75,354	419,050	2,826,751	41,528	2,785,223	3,212,967	66,660		\$66,660
15	CORRECTIONS-JAIL	10,557	81,827	69,300	273	69,027	161,000	411		\$411
16	LODGER'S TAX-PROMOTIONAL FUND	193,655	129,454	2,839	1,159	1,680	219,126	105,663		\$105,663
17	POLICE COURT BOND	7,938	0	0	0	0	0	7,938		\$7,938
19	COURT AUTOMATION FUND	0	68,566	0	9,000	(9,000)	49,537	10,029		\$10,029
20	LODGER'S TAX-CITY	39,187	259,447	58,000	61,971	(3,971)	227,131	67,532		\$67,532
21	D.A.R.E. DONATIONS FUND	22,129	4,120	0	0	0	8,109	18,140		\$18,140
24	GRANT CAPITAL IMPROVEMENT	65,880	2,199,489	20,000	0	20,000	2,212,018	73,351		\$73,351
27	MUNICIPAL COURT OPERATIONS	331	13,000	448,500	15,594	432,906	442,741	3,496		\$3,496
28	POLICE CONTINGENCY	59,105	2,714	0	0	0	10,000	51,819		\$51,819
31	CEMETERY-PERPETUAL CARE	796,327	25,843	0	0	0	0	822,170		\$822,170
32	COMMUNITY SERVICES	9,212	621,944	4,170,500	616,285	3,554,215	3,757,938	427,433		\$427,433
33	FIRE PROTECTION	560,664	687,963	0	0	0	1,033,674	214,953		\$214,953
35	HIDTA GRANT FUND	0	28,239	0	0	0	28,239	0		\$0
36	LAW ENFORCEMENT FUND	32,692	55,200	0	0	0	87,892	0		\$0
37	STATE HIGHWAY FUND	142,772	72,145	0	0	0	56,081	158,836		\$158,836
38	TRAFFIC SAFETY FUND	77,841	23,684	0	0	0	36,000	65,525		\$65,525
39	STATE JUDICIAL	2,171	75,500	0	0	0	75,500	2,171		\$2,171
42	1984 GROSS RECEIPTS TAX	1,081,048	1,432,928	0	1,613,091	(1,613,091)	17,765	883,120	251,546	\$631,574
44	TRANSPORTATION FUND	552,452	1,128,346	1,429,337	162,308	1,267,029	2,939,265	8,562		\$8,562
48	NEW MEXICO C.D.B.G.	0	500,000	806,305	0	806,305	1,306,305	0		\$0
49	1986 GROSS RECEIPTS TAX	5,367,554	1,493,467	0	3,841,333	(3,841,333)	521,190	2,498,498	269,505	\$2,228,993
50	PROPERTY ACQUISITION	85,010	0	0	0	0	0	85,010		\$85,010
53	GENERAL OBLIGATION	942,316	1,064,162	0	0	0	1,080,492	925,986	539,815	\$386,171
54	REVERSE OSMOSIS PROJECT RSV	21,967	0	37,465	0	37,465	37,465	21,967		\$21,967
56	99 GRT FLOOD CONTROL BOND PROJ	19,843	30,981	3,971,608	0	3,971,608	3,763,555	258,877		\$258,877
59	REVENUE BOND P & I FUND	152,016	7,250	2,679,704	0	2,679,704	2,679,704	159,266		\$159,266
61	MUNICIPAL INFRASTRUCTURE .0625%	1,148,787	358,305	0	834,819	(834,819)	4,442	667,831		\$667,831
63	COMMUNITY DEVELOPMENT	2,300	0	884,087	39,283	844,804	843,181	3,923		\$3,923
69	1994 GROSS RECEIPTS	3,080,368	1,429,449	0	2,625,814	(2,625,814)	17,765	1,866,238	554,603	\$1,311,635
71	ALAMO SENIOR CENTER	7,231	863,438	606,718	1,081	605,637	1,442,510	33,796		\$33,796
74	ALAMO SENIOR CENTER GIFT	140,663	25,797	0	0	0	80,365	86,095		\$86,095
75	RETIRED & SENIOR VOL. PROGRAM	382	242,606	69,500	18,496	51,004	293,576	416		\$416
81	WATER/SEWER OPERATING	8,703,658	15,439,902	4,574,578	1,998,892	2,575,686	23,183,450	3,535,796	1,359,965	\$2,175,831
82	98 JT WATER/SEWER BOND P&I	1,251,402	19,609	1,899,703	0	1,899,703	1,899,703	1,271,011		\$1,271,011
86	SOLID WASTE COLLECTION SYS.	534,473	2,098,552	0	132,962	(132,962)	1,996,741	503,322	166,854	\$336,468
88	BONITO CAMPGROUND	392,085	5,518	0	0	0	4,000	393,603		\$393,603
89	ESGRT .0625%	3,067,403	378,127	0	2,078,210	(2,078,210)	470,178	897,142		\$897,142

**ALL FUNDS SUMMARY
BUDGET 2020-2021**

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1/12TH REQ RSRV
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FUND NO.	FY 2020-2021 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
90	GOLF COURSE	64	1,597,648	148,000	81,190	66,810	1,631,602	32,920		\$32,920
91	AIRPORT	120,432	992,993	100,000	45,966	54,034	920,065	247,394		\$247,394
94	OTERO GREENTREE REG LANDFILL	4,137,173	1,401,009	0	8,155	(8,155)	3,555,064	1,974,963		\$1,974,963
96	SELF-INSURED FUND	528,693	66,439	0	0	0	52,648	542,484		\$542,484
98	PAYROLL CLEARING	212,703	0	0	0	0	0	212,703		\$212,703
104	UTILITY DEPOSITS	674,999	0	0	0	0	0	674,999		\$674,999
105	ECONOMIC DEVELOPMENT	3,704,019	817,789	0	0	0	346,208	4,175,600		\$4,175,600
107	SELF INSURED/LIABILITY	952,065	11,694	300,000	14,718	285,282	583,948	665,093		\$665,093
109	2004 GRT CAPITAL OUTLAY	13,782,068	2,997,973	0	4,043,365	(4,043,365)	8,643,347	4,093,329	533,704	\$3,559,625
114	SIDEWALKS REVOLVING LOANS	141,416	2,095	0	0	0	32,360	111,151		\$111,151
115	CORP ESCROW ACCOUNT RESERVE	1,000	0	0	0	0	0	1,000		\$1,000
119	2012 GRT REF/IMP REVBD	690,594	24,232	0	0	0	442,811	272,015		\$272,015
121	2015 GO BONDS-FUN CENTER	89,067	1,441	0	0	0	0	90,508		\$90,508
122	2015 GO BONDS-STREETS	172,584	3,003	0	0	0	0	175,587		\$175,587
901	HOUSING LOW RENT OPERATING	1,130,674	822,806	0	50	(50)	1,134,440	818,990	86,881	\$732,109
903	HOUSING HOMEOWNERSHIP OPER	728,361	1,705	0	0	0	28,355	701,711		\$701,711
904	HOUSING CAPITAL FUND PROJECTS	0	1,837,226	0	0	0	1,790,260	46,966		\$46,966
TOTALS FY2021		66,564,194	58,275,051	25,412,895	25,412,895	0	87,585,247	37,253,998	5,411,151	31,842,847

ALL FUNDS SUMMARY

BUDGET 2020-2021

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11	GENERAL OPERATING FUND	10,851,509	16,410,376	310,000	7,127,352	(6,817,352)	14,224,534	6,219,999	1,648,278	4,571,721
	Total Revised Fund 11	10,851,509	16,410,376	310,000	7,127,352	(6,817,352)	14,224,534	6,219,999	1,648,278	4,571,721
12	INTERNAL SERVICE FUND	75,354	419,050	2,826,751	41,528	2,785,223	3,212,967	66,660		\$66,660
	Total Revised Fund 12	75,354	419,050	2,826,751	41,528	2,785,223	3,212,967	66,660		66,660
15	CORRECTIONS-JAIL	10,557	81,827	69,300	273	69,027	161,000	411		\$411
	Total Revised Fund 15	10,557	81,827	69,300	273	69,027	161,000	411		411
16	LODGER'S TAX-PROMOTIONAL FUND	193,655	129,454	2,839	1,159	1,680	219,126	105,663		\$105,663
	Total Revised Fund 16	193,655	129,454	2,839	1,159	1,680	219,126	105,663		105,663
17	POLICE COURT BOND	7,938	0	0	0	0	0	7,938		\$7,938
	Total Revised Fund 17	7,938	0	0	0	0	0	7,938		7,938
19	COURT AUTOMATION FUND	0	68,566	0	9,000	(9,000)	49,537	10,029		\$10,029
	Total Revised Fund 19	0	68,566	0	9,000	(9,000)	49,537	10,029		10,029
20	LODGER'S TAX-CITY	39,187	259,447	58,000	61,971	(3,971)	227,131	67,532		\$67,532
	Total Revised Fund 20	39,187	259,447	58,000	61,971	(3,971)	227,131	67,532		67,532
21	D.A.R.E. DONATIONS FUND	22,129	4,120	0	0	0	8,109	18,140		\$18,140
	Total Revised Fund 21	22,129	4,120	0	0	0	8,109	18,140		18,140
24	GRANT CAPITAL IMPROVEMENT	65,880	2,192,689	20,000	0	20,000	2,205,218	73,351		\$73,351
	Revision #1		6,800				6,800	0		\$0
	Total Revised Fund 24	65,880	2,199,489	20,000	0	20,000	2,212,018	73,351		73,351
27	MUNICIPAL COURT OPERATIONS	331	13,000	448,500	15,594	432,906	442,741	3,496		\$3,496
	Total Revised Fund 27	331	13,000	448,500	15,594	432,906	442,741	3,496		3,496
28	POLICE CONTINGENCY	59,105	2,714	0	0	0	10,000	51,819		\$51,819
	Total Revised Fund 28	59,105	2,714	0	0	0	10,000	51,819		51,819
31	CEMETERY-PERPETUAL CARE	796,327	25,843	0	0	0	0	822,170		\$822,170
	Total Revised Fund 31	796,327	25,843	0	0	0	0	822,170		822,170
32	COMMUNITY SERVICES	9,212	618,488	4,170,500	616,285	3,554,215	3,754,482	427,433		\$427,433
	Revision #2		3,456	0			3,456	0		\$0
	Total Revised Fund 32	9,212	621,944	4,170,500	616,285	3,554,215	3,757,938	427,433		427,433
33	FIRE PROTECTION	560,664	687,650	0	0	0	1,033,361	214,953		\$214,953
	Revision #3		313				313	0		\$0
	Total Revised Fund 33	560,664	687,963	0	0	0	1,033,674	214,953	0	214,953
35	HIDTA GRANT FUND	0	28,239	0	0	0	28,239	0		\$0
	Total Revised Fund 35	0	28,239	0	0	0	28,239	0		0
36	LAW ENFORCEMENT FUND	32,692	55,200	0	0	0	87,892	0		\$0
	Total Revised Fund 36	32,692	55,200	0	0	0	87,892	0		0

37	STATE HIGHWAY FUND	142,772	72,145	0	0	0	56,081	158,836		\$158,836
	Total Revised Fund 37	142,772	72,145	0	0	0	56,081	158,836		158,836
38	TRAFFIC SAFETY FUND	77,841	23,684	0	0	0	36,000	65,525		\$65,525
	Total Revised Fund 38	77,841	23,684	0	0	0	36,000	65,525		65,525
39	STATE JUDICIAL	2,171	75,500			0	75,500	2,171		\$2,171
	Total Revised Fund 39	2,171	75,500	0	0	0	75,500	2,171		2,171
42	1984 GROSS RECEIPTS TAX	1,081,048	1,432,928	0	1,613,091	(1,613,091)	17,765	883,120	251,546	\$631,574
	Total Revised Fund 42	1,081,048	1,432,928	0	1,613,091	(1,613,091)	17,765	883,120	251,546	631,574
44	TRANSPORTATION FUND	552,452	1,128,346	1,429,337	162,308	1,267,029	2,939,265	8,562		\$8,562
	Total Revised Fund 44	552,452	1,128,346	1,429,337	162,308	1,267,029	2,939,265	8,562		8,562
48	NEW MEXICO C.D.B.G.	0	500,000	806,305	0	806,305	1,306,305	0		\$0
	Total Revised Fund 48	0	500,000	806,305	0	806,305	1,306,305	0		0
49	1986 GROSS RECEIPTS TAX	5,367,554	1,493,467	0	3,841,333	(3,841,333)	321,190	2,698,498	269,505	\$2,428,993
	Revision #6						200,000	(200,000)		(\$200,000)
	Total Revised Fund 49	5,367,554	1,493,467	0	3,841,333	(3,841,333)	521,190	2,498,498	269,505	2,228,993
50	PROPERTY ACQUISITION	85,010	0	0	0	0	0	85,010		\$85,010
	Total Revised Fund 50	85,010	0	0	0	0	0	85,010		85,010
53	GENERAL OBLIGATION	942,316	1,064,162			0	1,080,492	925,986	539,815	\$386,171
	Total Revised Fund 53	942,316	1,064,162	0	0	0	1,080,492	925,986	539,815	386,171
54	REVERSE OSMOSIS PROJECT RSV	21,967	0	37,465	0	37,465	37,465	21,967		\$21,967
	Total Revised Fund 54	21,967	0	37,465	0	37,465	37,465	21,967		21,967
56	99 GRT FLOOD CONTROL BOND PROJ	19,843	30,981	3,971,608	0	3,971,608	3,763,555	258,877		\$258,877
	Total Revised Fund 56	19,843	30,981	3,971,608	0	3,971,608	3,763,555	258,877		258,877
59	REVENUE BOND P & I FUND	152,016	7,250	2,679,704		2,679,704	2,679,704	159,266		\$159,266
	Total Revised Fund 59	152,016	7,250	2,679,704	0	2,679,704	2,679,704	159,266		159,266
61	MUNICIPAL INFRASTRUCTURE .0625%	1,148,787	358,305	0	834,819	(834,819)	4,442	667,831		\$667,831
	Total Revised Fund 61	1,148,787	358,305	0	834,819	(834,819)	4,442	667,831		667,831
63	COMMUNITY DEVELOPMENT	2,300	0	884,087	39,283	844,804	843,181	3,923		\$3,923
	Total Revised Fund 63	2,300	0	884,087	39,283	844,804	843,181	3,923		3,923
69	1994 GROSS RECEIPTS	3,080,368	1,429,449	0	2,625,814	(2,625,814)	17,765	1,866,238	554,603	\$1,311,635
	Total Revised Fund 69	3,080,368	1,429,449	0	2,625,814	(2,625,814)	17,765	1,866,238	554,603	1,311,635
71	ALAMO SENIOR CENTER	7,231	864,098	606,718	1,081	605,637	1,443,170	33,796		\$33,796
	Revision #7		(660)				(660)	0		\$0
	Total Revised Fund 71	7,231	863,438	606,718	1,081	605,637	1,442,510	33,796		33,796
74	ALAMO SENIOR CENTER GIFT	140,663	25,797	0	0	0	80,365	86,095		\$86,095
	Total Revised Fund 74	140,663	25,797	0	0	0	80,365	86,095		86,095
75	RETIRED & SENIOR VOL. PROGRAM	382	242,606	69,500	18,496	51,004	293,576	416		\$416
	Total Revised Fund 75	382	242,606	69,500	18,496	51,004	293,576	416		416
81	WATER/SEWER OPERATING	8,703,658	15,439,902	4,574,578	1,998,892	2,575,686	23,183,450	3,535,796	1,359,965	\$2,175,831
	Total Revised Fund 81	8,703,658	15,439,902	4,574,578	1,998,892	2,575,686	23,183,450	3,535,796	1,359,965	2,175,831
82	98 JT WATER/SEWER BOND P&I	1,251,402	19,609	1,899,703		1,899,703	1,899,703	1,271,011	0	\$1,271,011
	Total Revised Fund 82	1,251,402	19,609	1,899,703	0	1,899,703	1,899,703	1,271,011	0	1,271,011
86	SOLID WASTE COLLECTION SYS.	534,473	2,098,552	0	132,962	(132,962)	1,996,741	503,322	166,854	\$336,468
	Total Revised Fund 86	534,473	2,098,552	0	132,962	(132,962)	1,996,741	503,322	166,854	336,468
88	BONITO CAMPGROUND	392,085	5,518			0	4,000	393,603		\$393,603
	Total Revised Fund 88	392,085	5,518	0	0	0	4,000	393,603		393,603
89	ESGRT .0625%	3,067,403	378,127	0	2,078,210	(2,078,210)	470,178	897,142		\$897,142
	Total Revised Fund 89	3,067,403	378,127	0	2,078,210	(2,078,210)	470,178	897,142	0	897,142

90	GOLF COURSE	64	1,597,648	148,000	81,190	66,810	1,631,602	32,920		\$32,920
	Total Revised Fund 90	64	1,597,648	148,000	81,190	66,810	1,631,602	32,920	0	32,920
91	AIRPORT	120,432	898,993	100,000	45,966	54,034	920,065	153,394		\$153,394
	Revision #4		94,000					94,000		\$94,000
	Total Revised Fund 91	120,432	992,993	100,000	45,966	54,034	920,065	247,394	0	247,394
94	OTERO GREENTREE REG LANDFILL	4,137,173	1,401,009	0	8,155	(8,155)	3,555,064	1,974,963		\$1,974,963
	Total Revised Fund 94	4,137,173	1,401,009	0	8,155	(8,155)	3,555,064	1,974,963	0	1,974,963
96	SELF-INSURED FUND	528,693	66,439	0	0	0	52,648	542,484		\$542,484
	Total Revised Fund 96	528,693	66,439	0	0	0	52,648	542,484	0	542,484
98	PAYROLL CLEARING	212,703	0	0	0	0	0	212,703		\$212,703
	Total Revised Fund 98	212,703	0	0	0	0	0	212,703	0	212,703
104	UTILITY DEPOSITS	674,999	0	0	0	0	0	674,999		\$674,999
	Total Revised Fund 104	674,999	0	0	0	0	0	674,999	0	674,999
105	ECONOMIC DEVELOPMENT	3,704,019	817,789	0	0	0	346,208	4,175,600		\$4,175,600
	Total Revised Fund 105	3,704,019	817,789	0	0	0	346,208	4,175,600		4,175,600
107	SELF INSURED/LIABILITY	952,065	11,694	300,000	14,718	285,282	583,948	665,093		\$665,093
	Total Revised Fund 107	952,065	11,694	300,000	14,718	285,282	583,948	665,093	0	665,093
109	2004 GRT CAPITAL OUTLAY	13,782,068	2,997,973	0	4,043,365	(4,043,365)	8,193,347	4,543,329	533,704	\$4,009,625
	Revision #5						450,000	(450,000)		(\$450,000)
	Total Revised Fund 109	13,782,068	2,997,973	0	4,043,365	(4,043,365)	8,643,347	4,093,329	533,704	3,559,625
114	SIDEWALKS REVOLVING LOANS	141,416	2,095	0	0	0	32,360	111,151		\$111,151
	Total Revised Fund 114	141,416	2,095	0	0	0	32,360	111,151	0	111,151
115	CORP ESCROW ACCOUNT RESERVE	1,000	0	0	0	0	0	1,000		\$1,000
	Total Revised Fund 114	1,000	0	0	0	0	0	1,000	0	1,000
119	2012 GRT REF/IMP REVBD	690,594	24,232	0	0	0	442,811	272,015		\$272,015
	Total Revised Fund 119	690,594	24,232	0	0	0	442,811	272,015		272,015
121	2015 GO BONDS-FUN CENTER	89,067	1,441	0	0	0	0	90,508		\$90,508
	Total Revised Fund 121	89,067	1,441	0	0	0	0	90,508		90,508
122	2015 GO BONDS-STREETS	172,584	3,003	0	0	0	0	175,587		\$175,587
	Total Revised Fund 122	172,584	3,003	0	0	0	0	175,587		175,587
901	HOUSING LOW RENT OPERATING	1,130,674	822,806	0	50	(50)	1,134,440	818,990	86,881	\$732,109
	Total Revised Fund 901	1,130,674	822,806	0	50	(50)	1,134,440	818,990	86,881	732,109
903	HOUSING HOMEOWNERSHIP OPER	728,361	1,705	0	0	0	28,355	701,711		\$701,711
	Total Revised Fund 903	728,361	1,705	0	0	0	28,355	701,711	0	701,711
904	HOUSING CAPITAL FUND PROJECTS	0	1,837,226	0	0	0	1,790,260	46,966		\$46,966
	Total Revised Fund 904	0	1,837,226	0	0	0	1,790,260	46,966		46,966
TOTALS FY2021										
		66,564,194	58,275,051	25,412,895	25,412,895	0	87,585,247	37,253,998	5,411,151	31,842,847

Resolution # 2021-14 April 27, 2021

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
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REVISION #1

This revision is to budget for new Grant funds for bulletproof vests at the Police Department.

24	GRANT CAPITAL IMPROVEMENT				
	Revenues				
PSBV21	024-0000-317.16-73	Federal Grant	0	6,800	6,800
		Total Revenue	0	6,800	6,800
	Expenditures				
PSBV21	024-0000-419.31-05	Uniforms	0	6,800	6,800
		Total Expenditures	0	6,800	6,800

REVISION #2

This revision is for the second half of the State Grants-in-Aid payment. The amount was increased by \$1,350.49 from increased State revenues and additionally by \$2,106.13 in CARES Act funding. Increased payment was approved by the City Commission on the February 23, 2021.

32	COMMUNITY SERVICES				
	<i>Revenues</i>				
LI2102	032-7101-317.16-01	State Library Aid	8,145	3,456	11,601
		Total Revenue	8,145	3,456	11,601
	<i>Expenditures</i>				
LI2102	032-7101-455.32-05	Books, Periodicals, Audios	7,145	3,456	10,601
		Total Expenditures	7,145	3,456	10,601

REVISION #3

This revision is to increase funding of the Fire Protection Fund Allotment in F/Y21 for a 4th Quarter funding increase to \$136,698.60.

33	FIRE PROTECTION FUND				
	<i>Revenues</i>				
	033-0000-317.16-06	State Fire Allotment	683,493	313	683,806
		Total Revenue	683,493	313	683,806
	<i>Expenditures</i>				
	033-0000-421.50-50	Equipment - Non Capital	168,683	313	168,996
		Total Expenditures	168,683	313	168,996

REVISION #4

This revision is to budget for a \$ 94,000 Grant award from NM DOT Aviation Division to the Alamogordo-White Sands Regional Airport to purchase and install a tractor shed. No local matching funds are required .

91	AIRPORT FUND				
	<i>Revenues</i>				
AP2106	091-0000-317.16-13	State Grant	0	94,000	94,000
		Total Revenue	0	94,000	94,000
	<i>Expenditures</i>				
	091-0006-459.57-57	Consultant Fees	204,407	(94,000)	110,407
	091-0006-459.61-60	Capital Equipment	332,000	94,000	426,000
	091-0006-459.61-60	Capital Equipment	238,000	(94,000)	144,000
AP2106	091-0006-459.61-60	Capital Equipment	0	94,000	94,000
		Total Expenditures	774,407	0	774,407

REVISION #5

This revision is to attach a new project PW2009 (Re-stripe First, Tenth, and Indian Wells Streets, respectively). Request is for funds from Fund 109 Street Capital fund balance.

109	STREET CAPITAL GRT				
	<i>Expenditures</i>				
PW2009	109-9003-430.65-29	Street Capital	0	450,000	450,000
		Total Expenditures	0	450,000	450,000

REVISION #6

This revision is to increase funding in the Well Improvement project PW1717 for La Luz Well #5 which needs piping and motor/pump replacement.

49	1986 GROSS RECEIPTS TAX				
	<i>Expenditures</i>				
PW1717	049-0099-990.6745	Well Improvements	243,425	200,000	443,425
		Total Expenditures	243,425	200,000	443,425

REVISION #7

This revision is to adjust the Thrive Agency pledge for final payment of FY21 in the amount of \$ 17,489.53.

71	SENIOR CENTER				
	<i>Revenues</i>				
SC21UW	071-0000-316.15-55	Thrive	18,150	(660)	17,490
		Total Revenue	18,150	(660)	17,490
	<i>Expenditures</i>				
SC21UW	071-8024-445.32-60	Food Purchases	18,150	(660)	17,490
		Total Expenditures	18,150	(660)	17,490

RESOLUTION NO. 2021-14

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 2020-21.

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 August 4, 2020, for fiscal year 2020-2021; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2020-2021.

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 2021 be and hereby is revised as of April 27, 2021 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2020-2021 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 April 27, 2021 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2020-2021.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 27th day of April 2021.

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 Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/20/2021

Report No: 7.

Submitted By: Larry Garner

Subject: Consider, and act upon, Resolution 2021-10 to Increase Convenience Center rates on water bills.
(Larry Garner, Public Works Director) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends approval of Resolution 2021-10 for the \$1.00 increase and increases in following years following CPI.

Background: The City of Alamogordo has not raised the fees for the Convenience Center services since July of 2016. Since then tipping fees have continued to increase and due to the pandemic, the Center saw a tremendous increase. Due to both the increase and the fact that the Landfill tipping fees and Southwest Disposal increase their fees every year, staff recommends raising the fees by \$1.00 to all paying customers and then raising by CPI in all future years to keep in line with increases. Currently all City citizens are paying \$2.20 for Collection Center services and all Commercial are paying \$2.30 on their water bill which will increase to \$3.20 and \$3.30 respectively. Resolution 2021-10 will replace or modify Resolution No. 2016-10.

RESOLUTION NO. 2021-10

AMENDING THE CONVENIENCE CENTER FEE STRUCTURE

WHEREAS, the City of Alamogordo, New Mexico operates a convenience center for the use of its citizens in disposing of bulky or hazardous waste; and,

WHEREAS, commercial businesses contribute to the cost of disposing of items they bring to the convenience center; and,

WHEREAS, the City Commission of the City of Alamogordo, New Mexico deems it advisable to increase the fee structure for residential and commercial customers leaving items at the convenience center.

BE IT THEREFORE RESOLVED that the City Commission of the City of Alamogordo hereby adopts the following convenience center fee structure for residential and commercial customers to leave waste at the City's convenience center.

1. All residential water utility accounts billed by the City of Alamogordo will include a \$3.20 convenience center surcharge.
2. All commercial water utility accounts billed by the City of Alamogordo will include a \$3.30 convenience center surcharge.
3. Any person or entity who maintains a water utility account with the City of Alamogordo is permitted to dispose of acceptable solid waste at the convenience center at no additional charge.
4. Non-residents of the City, whether commercial or individuals, will be charged at a rate of \$2.50 per 100 pounds of waste.
5. Annually, a rate review will be performed on the activities of the convenience center and shall be adjusted for increases pursuant to the Consumer Price Index-All Urban Consumers (CPI-U).
6. Any owner of residential property who received an abatement notice from the Alamogordo Code Enforcement will be permitted to bring the waste that is required to be removed from the property in order to comply with relevant City Codes to the convenience center at no charge upon obtaining a permit from the City Manager, or his designee, provided the waste is acceptable by the convenience center.
7. This fee structure will be effective beginning July 1, 2021.

APPROVED this 27th day of April, 2021.

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 Bengoechea, City Attorney

Actuals										
FUND NO.	FY 2019 FUND DESCRIPTION	BEGINNING CASH BALANCE	REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	EXPENDITURES	ENDING CASH BALANCE	MODIFIED ACCRUAL ADJUSTMENT	ADJUSTED ENDING CASH BALANCE
86	SOLID WASTE COLLECTION SYS.	551,921	2,205,082		141,428	(141,428)	2,163,491	452,083	6,640	\$458,723

Actuals										
FUND NO.	FY 2020 FUND DESCRIPTION	BEGINNING CASH BALANCE	REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	EXPENDITURES	ENDING CASH BALANCE	MODIFIED ACCRUAL ADJUSTMENT	ADJUSTED ENDING CASH BALANCE
86	SOLID WASTE COLLECTION SYS.	458,723	2,456,532		132,414	(132,414)	2,208,265	574,577	(40,104)	\$534,473

Budget										
FUND NO.	FY 2021 FUND DESCRIPTION	BEGINNING CASH BALANCE	REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	EXPENDITURES	ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
86	SOLID WASTE COLLECTION SYS.	534,473	2,098,062		132,962	(132,962)	2,143,307	356,266	(166,854)	\$189,412

Budget										
FUND NO.	FY 2022 FUND DESCRIPTION	BEGINNING CASH BALANCE	REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	EXPENDITURES	ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
86	SOLID WASTE COLLECTION SYS.	356,266	2,096,376		135,438	(135,438)	2,142,997	174,207	(178,583)	(\$4,376)

	<u>Deisel Gallons</u>	<u>Deisel cost</u>
2019 Totals	4,266.74	\$11,687.90
2020 Totals	5,852.41	\$14,219.23
2021 Totals so far	1,763.91	\$708.12

<u>Regular fuel gallons</u>	<u>Regular cost</u>	<u>Total Gallons</u>	<u>Total Cost</u>
765.123	\$1,886.71	5,031.86	\$13,615.31
827.748	\$1,474.30	6,753.51	\$15,740.04
367.647	\$810.77	2,131.54	\$5,810.39

Est. Cost per gallon Deisel

Est. Cost per gallon regular

\$2.62

\$2.46

\$2.42

\$1.78

\$2.72

\$2.20

Notes for Convenience Center

The tipping fees for the Landfill are as follows:

\$15.97 per ton (solid waste) Otero-Greentree Regional Landfill Members.

\$25.28 per ton (solid waste) Non-members.

Cost increases by 2% every fiscal year.

In 2019 The Convenience Center hauled approximately 763 loads in 40 CYD (cubic yard dumpster) roll off containers for a total of 4,384.93 tons of solid waste costing the City \$69,363.11 that year in tipping fees.

In 2020 The Convenience Center hauled approximately 798 loads for a total of 4,980.61 tons of solid waste costing the City \$80,307.04 that year in tipping fees.

In 2021 so far, The Convenience Center has hauled approximately 240 loads and is projected to haul 960 loads. If the tonnage is relatively the same than that would mean 5,777.40 tons which could cost the City \$92,265.08 in tipping fees for the year.

These above charges do not take into consideration the operational cost, which include: Personnel to drive the transports, Mileage which is wear and tear on the transports, and the fuel to travel back and forth to the Landfill for disposal. The Convenience Center is approximately 20 miles away from the Landfill, so it is a 40-mile round trip. For an example, in 2020, they made 798 round trips from the Convenience Center to the Landfill. Fuel was cheaper in 2020, since that year fuel prices are increasing and expected to get even higher.

The new Backhoe (which is a 2019) was paid for by the rebate that the City received from 2020 Landfill budget. The Convenient Center did not have the funds to buy this piece of equipment in their budget or fund balance, but it is a necessary piece of equipment for them to operate and the old one was beyond repair.

The Transport (which is a 2020) was the last piece of equipment that was bought, partly by trading in the old unit. Had we not had that option we would not have been able to acquire that piece of equipment until funds became available which would take quite a bit longer than we were able to keep the other running in a safe condition.

The Convenience Center has 2 transports and the second is a 2004 Mack Truck, that unit is down more than it is up but is the only other vehicle we can transport containers with. If we had both transports on the road we could keep up with the demand. As it is there are times, because of demand, to

provide citizens a place to dump, we have to rely on Southwest Disposal to haul some of our containers just to keep up. This also costs the City funds from that budget in order to keep up customer service. If and when any piece of that equipment goes down it can put them behind for weeks and they have to play catchup along with trying to keep up with that demand.

We have currently have around 10-40 CYD roll off containers and 5-30 CYD roll off containers that are from the late 90's and are constantly having to be repaired so they can be hauled which is another cost of operation.

As far as other equipment that we have that must be maintained at the Convenience Center we currently have:

Pre-Crusher Compactor

2004 Chevy utility Truck

2001 Sweeper

2002 Forklift

2002 Pup Trailer

2012 Chipper

2019 Ford utility truck

Truck Scale

Joe Lewandowski the City's consultant for the Landfill and the Convenient Center is developing a 20-year replacement plan similar to the one created by him for the Landfill. He was not able to complete it before the Commission meeting information cutoff, but I can send it out to Commissioners later if you would like to see it.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/16/2021

Report No: 8.

Submitted By: Bob Johnson

Subject: Consider, and act upon, award of Public Works Bid No. 2021-002 to CBKN Dirtworks, Inc. related to the Otero/Greentree Regional Landfill Cells No. 1 and No. 2 Closure project in an amount not to exceed \$617,662.48, including NMGR. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: \$617,662.48

Amount Budgeted: \$874,567.00

Fund: 094-0903-990.61-90 PW1515

Additional Fiscal Impact: \$737,769.49 available and unencumbered.

Recommendation: Approve the award.

Background: The work will consist of preparation of the intermediate surface compaction, and the installation of a 24-inch thick compacted barrier soil layer overlaid with a 6-inch thick topsoil vegetation layer. The project is a regulatory requirement mandated by NMED - Solid Waste Bureau.

The project was advertised on March 14 and 21, 2021.

Bids were opened at 2:00 p.m. on April 13, 2021 with 6 (six) bids received. Refer to the bid tabulation.



April 16, 2021

#4328859

Mr. Larry Garner, Public Works Director
City of Alamogordo
2600 North Florida Avenue
Alamogordo, New Mexico 88310
(575) 439-4240
lgarner@ci.alamogordo.nm.us

**RE: RECOMMENDATION REGARDING AWARD OF CONSTRUCTION CONTRACT FOR
OTERO GREENTREE REGIONAL LANDFILL CELLS 1 AND 2 CLOSURE PROJECT,
2021-002**

Dear Mr. Garner:

On April 14, 2021 at 2:00 p.m. six bids were opened for the Otero Greentree Regional Landfill Cells 1 and 2 Closure project in the City Commission Chambers. The **Base Bids** ranged from three hundred ninety-eight thousand eight hundred four and 78/100 dollars (\$398,804.78) to eight hundred eight-one thousand three hundred eighty-eight and 17/100 dollars (\$881,388.17). There were no additive alternatives associated with the project.

Based on a review of the base bid, Sturgeon Services, LLC. was identified as the first partially responsive lowest bidder and Sierra Valley Contractors, LLC. as the second partially responsive lower bidder. However, Sturgeon Services, LLC does not have the correct CID License, and both Sturgeon Services, LLC. and Sierra Valley Contractors, LLC. neglected to provide required information for the subcontractors providing services for surveying and material testing. As a result, **CBKN Dirtworks, Inc.** has been identified as the fully responsive, low bidder with a **base bid amount** of five hundred eighty thousand nine hundred eighty-seven and 64/100 dollars (\$580,987.64).

Souder, Miller & Associates (SMA) contacted multiple references regarding *CBKN Dirtworks, Inc.* experiences with earthwork, and landfill closures. The multiple references provided good feedback on their quality of work as well as their working relationship with the Owner and Engineer. Please refer to the attached References Contacted after the bid opening.

Based on the amount of allowable funding, SMA recommends awarding *CBKN Dirtworks, Inc.* the base bid amount of five hundred eighty thousand nine hundred eighty-seven and 64/100 dollars (\$580,987.64) plus NMGR (6.3125%) of \$36,674.84 for a **Total Contract Amount** of six hundred seventeen thousand six hundred sixty-two and 48/100 dollars (\$617,662.48).

Pending the funding agencies' concurrence as applicable and City approval, the City of Alamogordo should "tentatively" award the construction contract to *CBKN Dirtworks, Inc.* It is recommended that the City of Alamogordo obtain an opinion from their legal representative that the bidding procedures are in conformance with applicable State law. This document along with the Bid Tabulation, SMA's evaluation of the bids and recommendation for award may need to be submitted to the funding agency for review and concurrence.

Mr. Larry Garner
April 16, 2021
Page 2 of 2

Once SMA has received authorization, the Notice of Award will be submitted to the contractor. The contractor will then have 15 days to deliver the Agreement, fully executed by Bidder, insurance, performance, and payment bonds. After the City of Alamogordo receives all items from the Contractor, the Notice to Proceed and Agreement between Owner and Contractor can be signed by the City of Alamogordo and sent to the Contractor.

Please feel free to contact either of the undersigned if you have any questions or concerns related to this recommendation of award.

Sincerely,
MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER & ASSOCIATES



Sarah Garduño, EIT
Staff Civil Designer
sarah.garduno@soudermiller.com



Paul J. Pompeo, P.E.
Senior Design Manager II
paul.pompeo@soudermiller.com

C: Bob Johnson, Engineering Manager City of Alamogordo
Barbara Pyeatt, Chief Procurement Officer City of Alamogordo

Enclosures: Bid Tabulation
CBKN Dirtworks, Inc. References Contacted
CBKN Dirtworks, Inc. Bid package.

BID TABULATION
OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE
PUBLIC WORKS BID NO. 2021-002
APRIL 14, 2021 2:00 PM

ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Sturgeon Services, LLC		Sierra Valley Contractors LLC		CBKN Dirtworks, Inc.		Mesa Verde Enterprises, Inc.		Crosstown Construction & Trucking, LLC		B&R Trucking, Inc.	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	1	AL	Construction Material Testing Allowance	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00
2	1	AL	Survey Allowance	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
3	84533	CY	Compacted Barrier Layer: Grade Barrier Soil Layer, 24-Inch Minimum Thick Layer Compacted to 95%	\$5.10	\$431,118.30	\$3.24	\$273,886.92	\$4.27	\$360,955.91	\$5.20	\$439,571.60	\$5.66	\$478,456.78	\$7.47	\$631,461.51	\$8.99	\$759,951.67
4	19,156	CY	Top Soil Layer: Grade Topsoil Layer, 6-Inch Minimum Loose (Uncompacted) Material	\$4.70	\$90,033.20	\$3.24	\$62,065.44	\$3.95	\$75,666.20	\$4.34	\$83,137.04	\$7.61	\$145,777.16	\$7.47	\$143,095.32	\$3.00	\$57,468.00
5	1,993	LF	Straw Wattles	\$3.72	\$7,413.96	\$3.94	\$7,852.42	\$3.34	\$6,656.62	\$3.00	\$5,979.00	\$4.00	\$7,972.00	\$3.35	\$6,676.55	\$4.50	\$8,968.50
6	1	LS	Stormwater Pollution Prevention Plan (SWPPP)	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$2,300.00	\$2,300.00	\$13,421.51	\$13,421.51	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
NMGRT (6.3125%)					\$584,565.46		\$398,804.78		\$499,278.73		\$580,987.64		\$695,627.45		\$835,233.38		\$881,388.17
					\$36,900.69		\$25,174.55		\$31,516.97		\$36,674.84		\$43,911.48		\$52,724.11		\$55,637.63
					\$621,466.15		\$423,979.33		\$530,795.70		\$617,662.48		\$739,538.93		\$887,957.49		\$937,025.80

**Otero County Greentree Regional Landfill Cell 1 and 2 Closure Project
References Contacted –
April 2021**

Person Contacted: Martin Lucero

Company Contacted: Estancia Valley Solid Waste Department

Phone No.: (505) 384 - 4270

Project Name: Estancia Valley Regional Landfill Cell 4 Construction

Contract Amount: \$770,153.30

Project Year: 2018

Questions:

Was the project completed on schedule?

No, there was a change order that occurred and weather delays. The contractor was also working at another site which caused the delay.

Was the project completed on budget?

Yes

Was the contractor easy to work with?

Yes, are very easy to work with.

What was the quality of work?

The work was extremely well with the exception of some binding material that was left in the pipe. However, they did return and remove the material. The Solid Waste Department ran a camera through the pipe and were the ones to discover this.

How many change orders were there?

There were 3 change orders.

What was the cost difference of the change orders?

The change orders were due to additional items to the scope of work at the request of the Estancia County.

How many change orders were requested by owner and how many were requested by the contractor?

They were all requested by the owner.

Did the contractor have enough man power?

Yes

Did the contractor have enough equipment?

Yes

How was the relationship between the contractor and the owner and engineer?

It was really good. They were very easy to work with.

Who was the project manager?

N/A

Who was the superintendent?

N/A

Would you recommend the contractor for future projects?

Yes.

Were there any problems? If so, explain.

The only problem was the wait for the State's approval of the change order the Contractor started another job which caused an additional delay. Estancia was in a rush to open the landfill.

Are there any additional comments?

No. If they bid on another job at landfill they would hire them again.

Do you know of any other projects they have completed?

No not at this time.

**Otero County Greentree Regional Landfill Cell 1 and 2 Closure Project
References Contacted –
April 2021**

Person Contacted: Jason Phillips

Company Contacted: City of Raton

Phone No.: (575) 445-9551

Project Name: Raton Municipal Landfill Final Cover Construction

Contract Amount: \$226,892.37

Project Year: 2016

Questions:

Was the project completed on schedule?

No because the scope of the project was changed.

Was the project completed on budget?

No because the scope of the project was changed.

Was the contractor easy to work with?

There were pluses and minuses.

What was the quality of work?

Does not want to answer this question.

How many change orders were there?

8 or 10

What was the cost difference of the change orders?

No not at this time.

How many change orders were requested by owner and how many were requested by the contractor?

They were all by the owner.

Did the contractor have enough man power?

Yes

Did the contractor have enough equipment?

Yes

How was the relationship between the contractor and the owner and engineer?

Sometimes it was a little rocky.

Who was the project manager?

N/A

Who was the superintendent?

N/A

Would you recommend the contractor for future projects?

No.

Were there any problems? If so, explain.

Would prefer to not discuss this.

Are there any additional comments?

They would prefer to not further discuss their performance.

Do you know of any other projects they have completed?

Yes, two of them.

**Otero County Greentree Regional Landfill Cell 1 and 2 Closure Project
References Contacted –
April 2021**

Person Contacted: Alex Brown

Company Contacted: Southwest Solid Waste Authority -Silver City

Phone No.: (575) 388-8051

Project Name: Southwest New Mexico Regional Landfill Cells 1-4 Final Cover

Contract Amount: \$537,408.00

Project Year: 2017

Questions:

Was the project completed on schedule?

Yes

Was the project completed on budget?

Yes

Was the contractor easy to work with?

They were really easy to work with.

What was the quality of work?

The work was good.

How many change orders were there?

There were three change orders.

What was the cost difference of the change orders?

It was really minimal and not a large amount.

How many change orders were requested by owner and how many were requested by the contractor?

They were all by the Contractor.

Did the contractor have enough manpower?

Yes

Did the contractor have enough equipment?

Yes

How was the relationship between the contractor and the owner and engineer?

It was good.

Who was the project manager?

N/A

Who was the superintendent?

N/A

Would you recommend the contractor for future projects?

Yes they would.

Were there any problems? If so, explain.

The only problem that occurred was lost paperwork that was necessary for the Construction Programs Bureau. Both the Contractor and the Engineer were moving offices.

Are there any additional comments?

No additional comments. They came in and completed the project in a timely manner.

Do you know of any other projects they have completed?

No.

OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE
Public Works Bid No. 2021-002

ITEM NO.	APPROX. QTY.	CONSTRUCTION ITEMS Items with unit or lump sum bid prices should be written in numerals on the blank lines.	UNIT BID PRICE	AMOUNT OF BID
1	1	Allowance (AL) Construction Material Testing Allowance	\$32,000.00	\$32,000.00
2	1	Allowance (AL) Survey Allowance	\$18,000.00	\$18,000.00
3	84,533	Cubic Yards (CY) Compacted Barrier Layer: Grade barrier soil layer, 24-inch minimum thick layer compacted to 95% standard proctor. Includes grading and any necessary clearing/grubbing of the borrow site, CIP.	\$ <u>5²⁰</u>	\$ <u>439,571⁰⁰</u>
4	19,156	Cubic Yards (CY) Top Soil Layer: Grade topsoil layer, 6-inch minimum loose (uncompacted) material capable of sustaining vegetation. Includes grading and any necessary clearing/grubbing of the borrow site, CIP.	\$ <u>4³⁴</u>	\$ <u>83,137⁰⁴</u>
5	1,993	Linear Feet (LF) Provide and install of straw wattles	\$ <u>3⁰⁰</u>	\$ <u>5,979⁰⁰</u>
6	1	Lump Sum (LS) Stormwater Pollution Prevention Plan (SWPPP)	\$ <u>2,300⁰⁰</u>	\$ <u>2,300⁰⁰</u>

BID TOTAL \$ 580,987⁶⁴

OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE
Public Works Bid No. 2021-002

NOTE: Gross receipts tax shall be paid with each pay request as it is submitted at the current tax rate for Otero County, New Mexico (6.3125%)

To the City of Alamogordo, New Mexico (hereinafter called "OWNER"), the undersigned, (hereinafter called "BIDDER"), in compliance with your invitation for bids for the construction of **OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE - Public Works Bid No. 2021-002**, having carefully examined the Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the unit prices stated above. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents of which this Bid Schedule is a part. Quantities shown in this Bid Schedule are estimated and actual payment will be made on the basis of the unit bid prices for confirmed quantities as constructed. BIDDER acknowledges receipt of the following addenda:

CALLOUT NOTICE ACKNOWLEDGMENT:

Cynthia Longley
Authorized Signature of Bidder

CBKN DIRTWORKS, INC.
Business Name of Bidder

Cynthia Longley
Authorized Signature of Bidder

CYNTHIA LONGLEY PRESIDENT
Printed Name and Title of Authorized Signature

355848 - GS08, GF03, GF04, GF05, GA01, GA03, GF09 - 202223304
BIDDER'S New Mexico Contractor's License No. & Classification, Federal Employee ID#

654 FRONTAGE ROAD, ALGODONES, NM 87001
Address

505-867-2801
Telephone

505-859-4062
Fax

CYNTHIA@CBKNDIRTWORKS.COM
Email

(SEAL) If Bid Proposal is submitted by a corporation.

SECTION 4 - SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This Project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold	<u>\$5,000.00 or one-half (1/2) of one percent (1%) of the engineer's or architect's estimate of the total Project cost, whichever is greater.</u>
-------------------	--

For each category of the Project list all Subcontractors, sub-Subcontractors, other organizations, and/or persons which the BIDDER will be subcontracting, for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one Subcontractor, sub-Subcontractor, other organization, and/or person for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original Bid amount did not designate a subcontract, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of Subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original Contract.

No CONTRACTOR whose Bid is accepted shall substitute any Subcontractor in place of the Subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Contractor and Subcontractors will register with the New Mexico Workforce Solutions on-line database exchange system at www.dws.state.nm.us/Public-Works

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD
(THIS FORM MUST BE FILLED OUT AND SUBMITTED WITH BID)

Subcontractor's Business Name E2RC
Principal Place of Business 439 S. Hill Rd. BERNALILLO, NM 87004
Telephone No. 505-867-4040
Business Email Address KFEITER@E2RC.COM
NM Contractor's License No. 350871
Type of Work SW PPP
Amount \$ \$7345⁰⁰
Federal Employer ID# 20-5838744

Subcontractor's Business Name SKYLINE ENGINEERS, INC
Principal Place of Business 2660 AIRPORT Rd., Ste 400, SANTA TERESA, NM 88008
Telephone No. 575-589-5481
Business Email Address SKYLINE@ZIANET.COM
NM Contractor's License No. _____
Type of Work Survey
Amount \$ 18,000⁰⁰
Federal Employer ID# _____

Subcontractor's Business Name TERRACON CONSULTANTS, INC
Principal Place of Business 4450 BATAN MEMORIAL EAST, LAS GRACES, NM 88011
Telephone No. 575-527-1700
Business Email Address debbie.daniels@terrcon.com
NM Contractor's License No. _____
Type of Work MATERIAL TESTING
Amount \$ 32,000⁰⁰
Federal Employer ID# _____


Signature of Authorized Representative for BIDDER _____ Date 4/14/2021
Duplicate, complete, and submit additional sheets as required.

SECTION 5 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
CBKN Dirtworks, Inc., as PRINCIPAL, and
Harco National Insurance Company, as SURETY are held and firmly bound unto The
City of Alamogordo, New Mexico, hereinafter called the OWNER, in the penal sum of
Five Percent of Principal's bid dollars, (\$ 5%) lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrator, successors, personal representatives, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL has
submitted the accompanying Bid, dated April 14, 2021, for
Otero/Greentree Regional
Landfill Cells No. 1 and No. 2 Closure, Alamogordo, NM.

NOW, THEREFORE, if the PRINCIPAL shall not withdraw said Bid within the period therein
specified after the Opening of the same or, if no period be specified, within sixty (60) days after
the said Opening, and shall within the period specified therefore, or if no period be specified,
within fifteen (15) days after the prescribed forms are presented to PRINCIPAL for signature,
enter into a written Contract with the OWNER in accordance with the Bid as accepted, and give
bond with good and sufficient surety or sureties, as may be required, for the faithful performance
and proper fulfillment of such Contract, or in the event of the withdrawal of said Bid within the
period specified, or the failure to enter into such Contract and give such bond within the time
specified, the PRINCIPAL shall pay the OWNER the difference between the amount specified in
said Bid and the amount for which the OWNER may procure the required Work or supplies or
both, if the latter be in excess of the former, then the above obligation shall be void and of no
effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 14th day of April, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

[Individual PRINCIPAL]

[SEAL]

[Business Address]

[Partnership] [SEAL]

[Business Address]

Attest: Michael Longley

By: CBKN Dirtworks, Inc.

[Corporate PRINCIPAL]

654 Frontage Road
Algodones, NM 87001

[Business Address]

By: Cynthia A. Longley Affix
Cynthia A. Longley, President Corporate Seal

Attest: [Signature]

Harco National Insurance Company

[Corporate SURETY]

By: Dick Minick Affix
Dick Minick, Attorney-in-Fact Corporate Seal
Countersigned

By: Dick Minick

Attorney-in-Fact¹, State of New Mexico

¹Power-of-attorney for person signing for Surety Company must be attached to bond and must indicate availability for service in the State of New Mexico and a current mailing address.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # _____

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

DICK MINICK

Albuquerque, NM

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 9, 2021.

B36439

Irene Martins, Assistant Secretary



City of Alamogordo

PURCHASING DEPARTMENT
2600 N. Florida Ave. • Alamogordo, NM 88310
OFFICE PHONE (575) 439-4116
FAX (575) 439-4117

April 6, 2021

**ADDENDUM NO. 1
PUBLIC WORKS BID NO. 2021-002
OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE**

Each bidder shall acknowledge receipt of this Addendum Number One (1) by including in the Bid proposal.

Addendum Number 1 is issued to provide changes and/or clarifications to the above referenced PWB as follows:

**The Bid Opening date is hereby extended by one (1) day, to Wednesday, April 14, 2021.
Bid Opening time and location remains unchanged.**

1. Pre-bid Conference Sign in Sheet. See attached.
2. **Question:** The allowance for the survey is set at \$18,000.00. Is the amount set not to be exceeded? If more than expected work occurs will a change order be accepted?
Answer: Yes, the survey allowance is a predetermined amount that is not to be exceeded as outlined in the Contact Documents and Technical Specifications, Section 010000 – Basic Requirements, Price and Payment Procedures, 1.3.1.C Survey Allowance. A change order will only be considered in extenuating circumstances.
3. **Question:** The allowance for material testing is set at \$32,000.00. Is the amount set not to be exceeded? If more work than expected work occurs will a change order be accepted?
Answer: Yes, the material testing allowance is a predetermined amount that is not to be exceeded as outlined in the Contact Documents and Technical Specifications, Section 010000 – Basic Requirements, Price and Payment Procedures, 1.3.1.A-B Testing Allowance. A change order will only be considered in extenuating circumstances.

4. **Question:** When will soils report become available?

Answer: *There is no geo tech report for the project.*

5. **Question:** If on-site material does not meet the requirement stated in contract or plans or changes and not longer meets specifications? Is there a secondary area? Would material be imported from off-site? Will a change order be honored in the event of material issues?

Answer: *The on-site material has been deemed as acceptable and meeting the requirements as stated within the contract documents and plans. Should unacceptable material be encountered within the designated borrow source area, the secondary borrow source would be within the footprint of the future Cell 8. A change order will only be considered in extenuating circumstances.*

6. **Question:** Will there be a designated area where vegetation will be placed after grubbing the borrow area? Or will it need to be removed from the property entirely?

Answer: *Vegetation removed from the borrow area is to be placed within the active landfill cell.*

7. **Question:** We would like to know if we can have an access road straight from the borrow area up to top of cells 1 and 2? Or will we have to use designated routes on plans?

Answer: *Sheet C201 of the project construction plans shows the haul route from the borrow area to the cell 1 and 2. There shall be no deviation from the haul route shown in the plans.*

8. **Question:** Verification that all fill material and topsoil will be on-site at the designated borrow area?

Answer: *Yes, all fill material and topsoil will come from the designated borrow area.*

9. **Question:** Is it possible to run a 4" poly line from the water source to the cut to pre-water and operate a traveling sprinkler? We would be able to provide crossings over the line for traffic and equipment.

Answer: *No*

10. **Question:** Veteran's preference is wrong on project documents. Please clarify.

Answer: *Section 2, page 12 is re-issued as an attachment to this Addendum. Section 7 is re-issued as an attachment to this Addendum.*

11. **Question:** What is the 12-hour call out?

Answer: *Refer to Section 2, sub-paragraph 15.0.*

12. **Question:** Does existing ground need to be compacted before fill starts?

Answer: *Yes, the intermediate surface cover (existing grade) will be compacted to 90% standard proctor dry density. See detail on Sheet C101 of the project construction plans.*

13. **Question:** Why no bid item for mobilization?

Answer: Mobilization is incidental to the project and shall be included as part of the established project bid items.

14. **Question:** Just to clarify, no seeding?

Answer: See General Note No. 8 on Sheet C101 of the project construction plans.

15. **Question:** Who does drainage plan for final cover?

Answer: Sheet C300 of the construction plans shows final grades for cell 1 and 2. This constitutes the drainage plan for the final cover.

16. **Question:** What testing/samples is the contractor responsible for?

Answer: The awarded contractor is responsible for all testing requirements. Refer to the Contract Documents and Technical Specifications, Table A-6 Final Cover Construction Quality Control Testing, shows the required field tests.

17. **Question:** Project documents talk about liners but there is no line item for liners please clarify?

Answer: The CQA Plan included within the project documents includes information for both cell development and cell closure. There are no requirements for liners as this is a Cell Closure. Refer to Section 6 Final Cover System Construction Quality Assurance for applicable information.

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made part of the Contract Documents. Each bidder shall acknowledge receipt of this Addendum Number One (1) using this acknowledgement page and submit with the Bid proposal.

Sincerely,

Barbara Pyeatt
Chief Procurement Officer

Received By: CYNTHIA LONGLEY - PRESIDENT

Date Received: APRIL 6, 2021

Business Name: CBKN DIRTWORKS, INC

Signature: Cynthia Longley

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

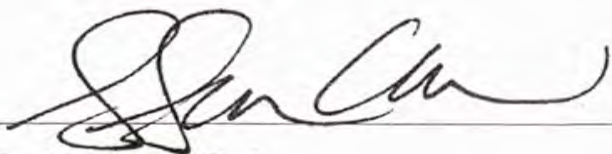
Issued to: CBKN DIRTWORKS, INC.

DBA: CBKN DIRTWORKS, INC.
654 FRONTAGE RD
ALGODONES, NM 87001-8058

Expires: **14-Aug-2022**

Certificate Number:

L0398990512



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

SECTION 7- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable Public Official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family Member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the Procurement Process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the Contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective Contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a Prospective Contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:	_____
Relation to Prospective Contractor:	_____
Name of Applicable Public Official:	_____
Date Contribution(s) Made:	_____
Amount(s) of Contribution(s):	_____
Nature of Contribution(s):	_____
Purpose of Contributions(s):	_____

Signature

Date

Title (Position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)



654 Frontage Road, Algodones, New Mexico 87001 505-867-2801 info@CBKNDirtworks.com

Women Owned Small Business Enterprise

NMDOT DBE 18-09-647

NM Contractors License 755648

NM Resident E0388990512

DUNS 196243245

NM Workforce Registration 002331320110926

Incorporated in the State of New Mexico on January 3, 2005 CBKN Dirtworks, Inc. has been successfully building and maintaining multiple projects for over 20 years in and around the State of New Mexico. We have worked for local, county, state, tribal and federal government agencies as well as private developers and owners.

Having worked on numerous government projects we are experienced with the requirements of the work and record keeping for many entities such as US Bureau of Reclamation, EPA, US Forest Service, USACE, FEMA, NMED, NMDOT, NM Game & Fish and many others. We are experienced and familiar working in high security areas such as Kirtland Air Force Base, Los Alamos National Labs, New Mexico Department of Corrections Facilities.

With a Bonding Capacity of \$3,000,000.00 per project and \$8,000,000.00 Aggregate and EMR less than 1, using state-of-the-art GPS machine control technology and UAV surveying equipment we are able to minimize errors and provide a more precise product in a shorter period of time with less manpower.

NAICS CODE

237990

238910

237110

237310

ENVIRONMENTAL

Dam Construction

Pond Construction

Grading

Gabion Installation

Reno Mattress

Riprap, Dumped

Riprap, Wire Enclosed

Sludge Disposal

Sewer Lagoon Cell closures

Sewer Lagoon Construction and liners

Sewer Lagoon removal and closure

Sewer Sludge Removal and Haul

EMERGENCY RESPONSE

Natural and other disasters, primarily wildfires

Dozers

Excavators

Motor Grader

Equipment Transportation

Mobile Shower Units

Mobile Hand Wash Station

SITEWORK

Clearing & Grubbing

Grading

Excavating

Structural Excavations and Fills

Road Grading

Subgrade Prep

Base Course

Aggregate Surfaces

Storm Sewer Installation

Minor Structure Construction

Landfill Cell Excavations and Liners

Landfill Cell Closure

TRANSPORTATION

Material Hauling

Belly Dump Trailers

End Dump Trailers

Rock Trailers

Tandem Dump Trucks

NMED Specialized Materials

Equipment Hauling

Heavy Haul

Oversize Loads

To find out more about our erosion control maintenance contract with Southern Sandoval County Arroyo Flood Control Authority (ongoing since 2008), our Emergency Response contract with VIPR (wildfire fighting on going since 2011) or our Multi-District IDIQ contract with NMDOT for the transportation of materials Please visit our website at

www.cbkndirtworks.com, contact our office at info@cbkndirtworks.com or 505-867-2801 or contact our president at Cynthia@cbkndirtworks.com

Certificate of Contractor Registration



This is to certify that

CBKN Dirtworks Inc.

654 FRONTAGE RD.

ALGODONES, NM, 87001

has registered with the Department of Workforce Solutions

Registration Date: 9/28/2020

Registration Number: 002331320110926

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**



[Home Page](#)

Company Details

Company Name	CBKN DIRTWORKS, INC	License Number	355848
Phone Number	5058679219	License Status	Active
Issue Date	03/23/2008	Expiry Date	03/31/2023
Volume	\$1000000.00 +		
Principal Place of Business Address			
45 YERBA MANZA			
City	BERNALILLO		
State	NM	Zip Code	87004

QP Details

Name	Certificate No	Classification	Attach Date	Status
ALLEN WADE LONGLEY	355847	GS08	03/23/2008	Attached
ALLEN WADE LONGLEY	361651	GF03	05/29/2009	Attached
ALLEN WADE LONGLEY	361650	GF04	05/29/2009	Attached
ALLEN WADE LONGLEY	367196	GF05	08/31/2010	Attached
ALLEN WADE LONGLEY	365203	GA01	03/31/2010	Attached
ALLEN WADE LONGLEY	367194	GA03	08/31/2010	Attached
ALLEN WADE LONGLEY	367195	GF09	08/31/2010	Attached

[Back to search page](#) [Back](#)

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

CBKN DIRTWORKS, INC.

LICENSE NUMBER

355646

Qualifying Party(S)
LONGLEY ALLEN

EXPIRES

03/31/2020

CLASSIFICATION(S)

GA01, GA02, GF03, GF04,
GF05, GF06, GS01

GS-8 Earthmoving, excavating and ditching. Requires two years experience. Perform earthwork, using hand or power tools, machines that use air, fluids, or other material under pressure, or heavy equipment, in such a manner that cutting, filling, excavating, grading, trenching, backfilling, boring and any similar excavating activity can be executed. Includes the use of explosives for such purposes and may be subject to certain restrictions.

GF-3 Canals, reservoirs, irrigation systems. Requires two years experience. Construct, erect, alter, repair, or demolish canals, reservoirs or irrigation systems, including pivot irrigation systems. May excavate, ditch, fill, compact and place pre-cast components, waterproof membranes and liners, concrete reinforcement, abutments and buttresses in connection therewith. May install tanks, pumps, pipelines and substations incidental to the project.

GF-4 Drainage or flood control systems. Requires two years experience. Construct, erect, install, repair and alter drainage or flood control systems. May dig, excavate, fill, prepare embankments for such purposes, place pre-cast components, concrete reinforcement and perform all other work incidental to these projects. May install storm sewers, including trenching, boring, shoring, backfilling, compacting, and paving.

GF-5 Recreation areas. Requires two years experience. Construct, prepare, clear, repair or alter facilities for use as recreation areas, including but not limited to golf courses, tennis courts, playgrounds, outdoor athletic facilities, miniature golf courses, pitch-and-putt golf courses. May prepare the area by excavation, fill, including foundations, retaining walls, sprinkler systems, rest benches, shade and rain shelters. Also includes public campgrounds and parks, including toilet facilities and lean-tos.

GA-1 Streets, roads and highways, including tunnels, parking lots, alleys, seal coat and surfacing. Requires two years experience. Clear, align, fill, compress, compact, build up or remove earth and do all work necessary to prepare, within the assigned rights-of-way, the land to accept a street, road, highway, including tunnels, parking lots, alleys or driveways, including curbs, gutters, culverts, public sidewalks. Place and finish concrete or bituminous materials and apply sealcoat. This classification includes the scopes of work authorized by GA-2 and GA-3.

GA-3 Curbs, gutters and driveway culverts. Requires two years experience. Form, place and finish concrete curbs, gutters, culverts, public sidewalks and bituminous ridge curbs for the deflection of water.

GF-9 Utility lines and systems (sewage, water, natural gas and underground telephone cables). Requires two years experience. Construct, install, alter or repair utility lines and utility systems for the transmission of sewage, natural gas and water, including excavating, grading, trenching, boring, shoring, backfilling, compacting, paving and surfacing. Includes tanks necessary to the project. Construct, alter, or repair treatment plants and facilities incidental thereto. Install direct burial telephone or data cable and vaults as directed by the telephone utility. May not perform installation of electrical raceways, splicing, termination, installation of load pots, overhead cabling work, or other activities considered under the scope of the ES-7, EL-1 or EE-98 electrical classifications.

Certificate of Registration

This is to certify that:

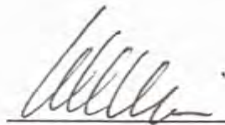
CBKN Dirtworks, Inc

*is registered as a Disadvantaged Business Enterprise with the
New Mexico Department of Transportation (NMDOT)
Disadvantaged Business Enterprise (DBE) Program
& New Mexico Unified Certification Program (NMUCP)*

And is therefore so recognized as certified beginning on September 4, 2018

In accordance with 49 CFR Part 26 as amended, for continued DBE Certification, the DBE owner(s) must submit to NMDOT an Annual Affidavit and the previous year's Federal business taxes OR "Schedule C" of the Federal personal taxes by the anniversary date of certification.

CERTIFICATE NO. 18-09-647



CERTIFICATION REVIEW OFFICER



Business & Contact Information

BUSINESS NAME	CBKN Dirtworks, Inc
OWNER	Cynthia Longley
ADDRESS	654 Frontage Rd Algodones, NM 87001
PHONE	505-867-2801
FAX	505-867-5662
EMAIL	cbkndirtworks@yahoo.com

[Map This Address](#)

Certification Information

CERTIFYING AGENCY	New Mexico Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	NAICS 237990 Drainage project construction NAICS 237990 Flood control project construction NAICS 237990 Riprap installation NAICS 238910 Dirt moving for construction NAICS 238910 Site Preparation Contractors NAICS 238990 Curb and gutter construction, residential and commercial driveway and parking area, concrete NAICS 238990 Sidewalk construction, residential and commercial NAICS 484220 Dump trucking (e.g., gravel, sand, top-soil) NAICS 484220 Flatbed trucking, local NAICS 484220 Gravel hauling, local NAICS 484220 Sand hauling, local NAICS 484230 Flatbed trucking, long-distance NAICS 484230 Gravel hauling, long-distance NAICS 484230 Sand hauling, long-distance

Commodity Codes

Code	Description
NAICS 237990	Drainage project construction
NAICS 237990	Flood control project construction
NAICS 237990	Riprap installation
NAICS 238910	Dirt moving for construction
NAICS 238910	Site Preparation Contractors
NAICS 238990	Curb and gutter construction, residential and commercial driveway and parking area, concrete

NAICS 238990	Sidewalk construction, residential and commercial
NAICS 484220	Dump trucking (e.g., gravel, sand, top-soil)
NAICS 484220	Flatbed trucking, local
NAICS 484220	Gravel hauling, local
NAICS 484220	Sand hauling, local
NAICS 484230	Flatbed trucking, long-distance
NAICS 484230	Gravel hauling, long-distance
NAICS 484230	Sand hauling, long-distance

**SECTION 6 - STATEMENT OF BIDDER'S QUALIFICATIONS
(TO BE SUBMITTED BY THE BIDDER AND INCLUDED WITH BID)**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit additional information.

1. Name of Bidder and N.M. Contractor's License Number.
CBKN DIRTWORKS, INC 355848
2. Permanent main office address
654 FRONTAGE RD, ALGODONES, NM 87001
3. When organized.
JAN 3 2005
4. If a corporation, where incorporated.
JAN 3 2005
5. How many years have you been engaged in the contracting business under your present firm or trade name? *16*
6. Contracts on hand. (Schedule these, showing amount of each contract and the approximate anticipated dates of completion.)
ATTACHED Schedule A
7. General character of work performed by your company.
DIRTWORK, SITE GRADING
8. Have you ever failed to complete any work awarded to you? If so, where and why?
NO
9. Have you ever defaulted on a contract? If so, where and why?
NO
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
ATTACHED - Project List - Note "yellow" highlights
11. List your major equipment available for this Contract.
ATTACHED
12. Experience in construction work similar in importance to this project.
SEE ATTACHED List of Sample Projects Completed - Note Lamp Falls on List
13. Background and experience of the principal members of your organization, including the officers.
ATTACHED
14. Credit available: \$ *200,000.00*
15. Give bank reference:
First American Bank
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER? *YES*

17. The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this statement of BIDDER'S Qualifications. This 14th day of

APRIL, 2021, dated at ALBUQUERQUE, SANDOVAL, NEW MEXICO.

CBKN DIRTWORKS, Inc
Name of BIDDER

By: Cynthia Longley
Title: President

State of NEW MEXICO)
County of SANDOVAL) ss.

CYNTHIA LONGLEY, the PRESIDENT of
Name Position
CBKN DIRTWORKS, Inc. being duly sworn,
Company Name

deposes and says that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 14th day of April, 2021.

Michael Hajovsky
Notary Public

My Commission expires 6/26/24, 20 .



OFFICIAL SEAL
MICHAEL HAJOVSKY
NOTARY PUBLIC - State of New Mexico
My Commission Expires 6/26/24

Project examples of similar work by CBKN Dirtworks, Inc.

Project Name	Owner Contact	Design Engineer	Contract Date	Type of Work	% Complete	Contract Amount
Willow Creek Fish Barrier	Name Bryan Bakevich Address NM Game&Fish 1 Wildlife Way,Santa Fe, NM Phone 505-476-8055	Name George Austiguy Company Pioneer Tech Services, Inc. Phone 406-726-1981	8/12/2020	Grade creek channel and install gabion fish ladder	100%	\$446,000.00
BuRRT Wetland Liner Replacement	Name Randal Kippenbrock, PE Address 149 Wildlife Way Santa Fe, NM 87506 Phone 505-424-1850	Name Robert A. Fowlie Company CDM Smith Phone 505-243-3200	7/16/2020	Rmv/Rplc liner in Wetlands pond and adjacent Evap pond	100%	\$252,500.00
RV Storage Yard	Name USACE Address Kirtland Air Force Base Phone	Name Michael Hernandez Company Mirador Enterprise Phone 915-226-2693	10/1/2019	10+ Acre parking lot site grading and crusher fine surface	100%	\$780,829.00
Estancia Valley Regional Landfill Cell 4 Construction	Name Martin Lucero Address 515 Allen St. Estancia, NM 87106 Phone 505-384-4270	Name Charles Feidler Company Gordon Environmental PSC Phone 505-867-6990	12/28/2018	4+ Acre landfill cell, excavate sbgrd prep, liner, leachate and PSL	100%	\$770,153.30
Cutter Lateral Reach 21	Name Jesse May Address 4901 McLeod Road NE Albuquerque, NM 87109 Phone 505-218-1251	Name Archer Western design Build Phone	10/15/2018	18 Acre, 70,000cy dirt, 1100 LF RCP, 260 CY Riprap	100%	\$1,685,723.14
Camino Real Cell 10B1 Liner Construction	Name Matt Crockett Address 44 Union Blvd, Suite 300 Lakewood, CO 80228 Phone 303-257-9309	Name Christopher Muth Golder Associates Phone 720-695-0900	2/29/2016	Move 48K CY dirt, 202000sf sbgrd Prep 15200CY PSL	100%	\$263,611.56
Southwest New Mexico Regional Landfill Cells 1-4 Final Cover	Name Alex Brown Address 318 Ridge Road Silver City, NM 88061 Phone 575-388-8051	Name Charles Feidler, PE Gordon Environmental 213 S. Camino del Pueblo Phone 505-867-6990	11/20/2017	install cover and veg layers using over 72000 cy dirt	100%	\$537,408.00
CO Raton Municipal Landfill Final Cover Const.	Name Jason Phillips Address 224 Savage Ave Raton, NM 87740 Phone 575-445-9551	Name J. Keith Gordon, PE Gordon Environmental 213 S. Camino del Pueblo Phone 505-867-6990	6/22/2016	Barrier,Veg layer and diversion berm 33700 cy	100%	\$226,392.37

Many more projects have been built over the years. More info is available upon request. Visit our website at www.cbkindirtworks.com

Schedule C--Equipment Available

Q 11

BH1	Backhoe/Loader	426B	Cat	6KL00664	
CR1	Compactor, Padfoot	SD100	Ingersol Rand	140942	1995
CR2	Compactor, Pull Behind				
DZ2	Dozer	D61EX-15	Komatsu	B41386	2007
DZ3	Dozer	650K XLT	John Deere	1TO650KXAEE273170	2015
DZ4	Dozer	D51EXI-24	Komatsu	10499	2018
EX1	Excavator	PC200LC-8	Komatsu	C65818	2010
EX2	Excavator	PC360LCI-11	Komatsu	A38071	2018
EX3	Excavator (Mini)	D50	John Deere	FF050DX244196	2005
FL1	Front End Loader	950G	Cat	3JW02718	2002
MG1	Motor Grader	JD 672GP	John Deere	1DW672GPCCE647688	2012
WX1	MotorGrader	14G	Cat		Wades flip
SC1	Scraper	623B	Cat 1979	46P1282	1978
SS1	Skid Steer	246	Cat	00246J5SZ08097	
ORT1	OFF ROAD 30 TON	A30D	Volvo	A30DV12513	2004
ORT2	OFF ROAD 40 TON	740	CAT	00740TAXM01430	2006
WW1	Water Wagon/6K Tank	JD762/OmegaMSC6	JD/Omega	0022194T/tank89367	

RESUME

Cynthia Longley

16 Gringo Gulch Rd.

Placitas, NM 87043

Cell Phone (505)238-1019

EDUCATION: Bernalillo High School 1991 Graduate

PROFILE: As the President and Owner of CBKN Dirtworks I have the ability to handle the administrative duties including:
contract negotiations, crew scheduling, accounting, human resources, insurance, bonding and other office duties.

Fully involved in the safety of the employees by conducting on-site safety meetings.
Periodic training sessions for employees and supervise visits to the jobsite for inspections.
Purchasing of material and scheduling the delivery to the work site(s).
Register with USFS on numerous forest fires
Incorporated in the State of New Mexico on January 3, 2005.
Fully licensed and insured
Self-Certified WOB/WOSB
NM Contractor licensed
NMDOT Pre-Approved
NM Resident
Registered with NM Work Force Solutions
Owner of equipment and property to run the business
Own a GPS command station with the ability to survey project site and create working models

SKILLS/EXPERIENCE: 14 Years in Construction Industry
13 Years as owner of CBKN Dirtworks
Small business and small disadvantaged business enterprise
Estimating
Accounting
Job Cost Control
General Contractor
Subcontractor
Safety Program Development and Implementation
Quality Program Development and Implementation
Equipment Management
Fleet Management
AMAFCA Project Consultant
Channel Drainage, Lining and Excavation
Sediment Removal and Structure Construction
Base Course Access Road
Building Ponds
Landfill rehabilitation

RESUME

Allen W. Longley

16 Gringo Gulch Rd.
Placitas, NM 87043

Cell Phone (505)991-2832

EDUCATION: Bernalillo High School 1990 Graduate

PROFILE: Heavy equipment operator
Transport Driver

Fully involved in the safety of the employees by conducting on-site safety meetings.
Periodic training sessions for employees and supervise visits to the jobsite for inspections.
Purchasing of material and scheduling the delivery to the work site(s).
Registered and Certified with USFS on forest fires
NM Resident
Operate GPS command station with the ability to survey project site and create working models

SKILLS/EXPERIENCE: 14 Years in Construction Industry
CDL Class A
State of New Mexico Business License # 355848
General Contracting
Classifications: GS08, GF03, GF04, GF05, GA01, GA03, GF09
Estimating
Job Cost Control
Subcontracting
Safety Program Development and Implementation
Quality Program Development and Implementation
Equipment Management
Fleet Management
Channel Drainage, Lining and Excavation
Canals, reservoirs, irrigation systems
Sediment Removal and Structure Construction
Drainage and flood control systems
Base Course Access Roads
Streets, roads and highways, including tunnels, parking lots, alleys, seal coat and surfacing
Utility lines includes sewage, natural gas and underground telephone cables.
Building Ponds
Landfill rehabilitation

Cody Longley

40 Camino De La Rosa Castilla Placitas, NM

(505)259-2371

Cbkn.cody@gmail.com

Objective: My objective is to provide and execute elite civil site development to the owner. Ensuring my project is delivered on schedule and built to superior standards in the industry. **Adapt Overcome and Conquer!**

WORK HISTORY

-
- 04/08—05/10 **Labor/ Heavy Equipment Operator Apprentice, CBKN Dirtworks Inc.-**
Bernalillo, NM
I started part time with CBKN as an all-around hand doing what ever necessary to familiarize myself with the civil construction industry. I was taught the basics of checking grade, Heavy Equipment functions and the importance of equipment maintenance.
- 05/10—05/12 **Heavy Equipment Operator/ Wild Land Fire Fighter, CBKN Dirtworks Inc. -**
Bernalillo, NM
Immediately after graduating high school I went to work for CBKN full time. I worked on many site development projects (I.E.) Pueblo of Jemez Senior Center and the Albuquerque Public Schools E.G. Ross Elementary Expansion. I also completed countless maintenance projects with SSCAFCA (the local flood control authority) cleaning and repairing flood plains in Sandoval county. I became familiar with MSHA while working in an open-air aggregate mine north of Bernalillo, NM. I traveled to three states with CBKN fighting forest fires with heavy equipment. My role in this was support vehicle, indirect fire line prep and fire line rehabilitation with a dozer.
- 05/12—09/14 **Excavation/Civil Construction Foreman/ GPS Machine Control Apprentice/ Wild Land Fire Fighter,**
CBKN Dirtworks Inc.- Bernalillo, NM
During this time in my career I had settled in nicely, CBKN was a promising company with plenty of opportunity for me to grow as an individual and to express my passion for the industry. I became more involved with the entire process of civil construction, from reading plans to running smaller crews and projects. I over saw several large projects during this time. I was introduced to the GPS guided machine control in the fall of 2012. I was mentored by several people during this time. It was decided by CBKN that I was going to be the long-term machine control specialist within the company. I was taught how to bring the project files into the Topcon equipment owned by CBKN. From there I learned how to localize off control points provide by a surveyor and import the project files and localization into machines. I learned how to properly calibrate and troubleshoot IMC (Integrated Machine Control) systems. In the beginning of 2014, I was overseeing all machine-controlled activities for all projects across the state of New Mexico. During this time CBKN had completed the Pueblo of Jemez Exploratory Well project, the Harvey Jones Arroyo Outfall, NAPPI Farms Feed Lot EPA update and the NAPPI Farms recycled water plant, all stake-less jobs. I traveled to

two states with CBKN fighting forest fires. My role had gotten more involved as far as direct fire line construction.

09/14—Present

Project Superintendent/ GPS Machine Control Specialist/ Wild Land Fire Fighter,

CBKN Dirtworks Inc.- Bernalillo, NM

In the fall of 2014, I took on my first project as superintendent. I completed all the civil site development for the Flora Vista Circle K, including importing fill material from offsite source, subgrade prep for the building foundation and asphalt. I have since completed numerous projects for CBKN. My knowledge in machine control continues to grow as software is continuously evolving. I have now become fluent in pocket 3D, the Topcon machine control software. I can generate simple machine control models proficiently. I can provide accurate material takeoffs on a site very quickly. I will continue to execute projects to the best of my ability. I have taken on numerous wild land fire fighting roles in the south west region now for may years cutting miles of direct and indirect fire line.

EDUCATION

08/06—05/10

High School Diploma, Bernalillo High School – Bernalillo, NM

I attended Bernalillo High from Freshman year to Senior and maintained a 3.5 GPA.

AFFILIATIONS

05/15—08/18

Global Opportunities Unlimited, Albuquerque, NM

I started volunteering with a local non-profit that helps mobility impaired children and veterans with physical disabilities get out into the outdoors.

08/18—Present

Global Opportunities Unlimited, Albuquerque, NM

I am now on the board of directors for G.O. UNLIMITED

Michael Allan Hajovsky

• 2308 Artesanos Court NW • Albuquerque • New Mexico • 87107
• mahajovsky@gmail.com • 505-990-9004 •

SUMMARY OF QUALIFICATIONS

Construction Manager with 30+ years of experience in overseeing all phases of Heavy Highway/ Civil Construction projects. Experience includes managing office and field operations of multimillion-dollar projects for government clients such as the Texas Department of Transportation, Harris County Toll Road Authority, Harris County Flood Control District, City of Houston. Projects vary from off-system bridges to major interstate interchanges. Backed by a proven history of on-time, on-budget and high-quality project completions.

KEY SKILLS

- ♦ Bidding Procedures and Proposals
- ♦ Execution of contracts and bonds
- ♦ CPM Scheduling
- ♦ Material and shop drawing submittals and approvals
- ♦ Manage changes in contracts
- ♦ DBE and HUB goals and practices
- ♦ Subcontracts and subcontractors
- ♦ Constructing underground utilities
- ♦ Dirt work
- ♦ Subgrade stabilization
- ♦ Concrete Pavement (CRCP and JRPC)
- ♦ Asphalt Pavement
- ♦ Minor structures
- ♦ Major structures (bridges) over roadways, railroads, streams, rivers, and lakes
- ♦ Crew supervision
- ♦ Create and oversee Safety Dept.
- ♦ Proficient with Microsoft Office, Excel, Word, Power Point, Primavera P6

EXPERIENCE

7/2015-10/2016

CBKN Dirtworks, Inc.

Operations Manager

- Estimator, Issue Proposals, Contract Administration, Project Manager, Scheduler, AR, HR, Payroll
- Assist with ALL processes of the company from acquisition of work to final closeout including hands on with field operations as needed.

2007-2015

Lone Star Road Construction, Ltd. Houston, TX

Senior Project Manager (10/2007 – 2/1/2015)

- ♦ Create, update and maintain budget and CPM schedule for each project
- ♦ Create and execute all subcontracts and Purchase Orders for the project
- ♦ Insure that all submittals, shop drawings, etc are submitted and approved in a timely manner so as to not adversely affect the project.
- ♦ Work with Superintendent to insure that Safety and Productivity are priorities when planning and building the project
- ♦ Be PM and Superintendent on projects as need arises.
- ♦ Process and resolve all RFI's, conflicts and change orders.
- ♦ Track all work completed and insure payment is received for all work done.
- ♦ Review all invoices to confirm charges and payments are correct.
- ♦ Work collaboratively to coordinate crews and equipment to keep project on schedule and within budget
- ♦ Responsible for overall project management and administration
- ♦ Work directly with project owners to resolve all engineering and financial issues

Other Accomplishments at Lone Star

Michael Allan Hajovsky

- ◆ Established Purchasing Department and create position of Purchasing Manager to centralize purchasing and procedures for entire company
- ◆ Establish Dispatch Manager position and procedure for managing company fleet of 14 trucks, including DOT Compliance
- ◆ Created Safety Department, established Safety Program, established Safety Manager position and procedures, hired safety manager and continue to train employees
- ◆ Continue to oversee and assist day to day operations of these departments along with Project management duties
- ◆ Work directly with General Manager to schedule crews and major equipment
- ◆ Train future project managers
- ◆ Current Certifications: Fall protection training; Trench safety training; Forklift operation; Aerial Manlift operation; Rigging and signal person; CPR/First Aid; OSHA 10 hour; Work Zone Traffic Control Certified; Work Zone Flagger

1992 - 2007 ***South Coast Construction, Inc.*** Houston, TX

Senior Project Manager (03/2001 – 10/2007)

- ◆ Previous positions include Project Manager, Equipment Manager, Purchasing Agent/Expeditor, Scheduler, and Estimator
- ◆ Reported directly for the President and Owner of the company
- ◆ Managed projects ranging from \$1-10 million for the Texas Department of Transportation, City of Houston, Harris County, Fort Bend County, Harris County Toll Road Authority and other government entities.
- ◆ Estimated and prepared bid packages for submission to the owners
- ◆ Managed contract administration
- ◆ Developed budget for the projects
- ◆ Created and maintained CPM schedules to plan and coordinate the execution for each project
- ◆ Prepared monthly pay estimates and reconciled with owner representative
- ◆ Negotiation and preparation of change orders
- ◆ Project closeout
- ◆ Assisted with management of several projects
- ◆ Scheduled company resources
- ◆ Performed the duties of an Estimator, Expeditor, Logistics Manager, Scheduler, Contracts Administrator and Cost Analyst

Further information and references available upon request.

CBKN Dirtworks, Inc.

SAFETY POLICY

It is the policy of CBKN DIRTWORKS, INC. to provide a safe and healthy environment for every employee and to abide by the safety regulations set forth by Federal, State, Local and Tribal Governments and our clients. We are sincerely interested in the safety and welfare of our employees and believe that accident prevention is essential to maintaining efficient operations.

It is a requirement of CBKN DIRTWORKS, INC. that all safety rules, regulations and policies be followed at all times. The fact that it is impossible to publish a rule to cover every circumstance does not excuse carelessness or failure to use common sense when performing duties in which a safety rule has been omitted or overlooked.

SAFETY has the full support of CBKN DIRTWORKS, INC. owners and management and your cooperation is expected. Any abuse of, or disregard for any safety rule, regulation or policy will be treated accordingly. Your help in preventing accidents benefits not only you but your fellow employees and we should all strive to make our environment accident free.

Sincerely

Cynthia Longley
President/Owner

CBKN Dirtworks, Inc.

GENERAL SAFETY RULES

1. Report, immediately, any condition or practice you believe has the potential to cause injury or damage to any person, property or equipment.
2. All prescribed personal protective equipment must be maintained in safe working order and must be used when appropriate and/or required.
3. The use of drugs and/or intoxicating substances is strictly prohibited. Violation of this rule can result in immediate termination.
4. Do not operate any equipment or machinery, which, in your opinion is not safe. Do not perform any action that you feel is unsafe. Report these issues to your supervisor immediately so they can be repaired or remedied.
5. Obey all company rules and policies, all client rules and regulations and all government regulations, signs, markings and instructions. Be particularly familiar with those that apply directly to you. If you have any questions or do not understand talk with your supervisor immediately.
6. Whenever you are involved in any accident or incident that results in personal injury or property damage, no matter how minor, the incident must be reported promptly. First aid treatment must be sought immediately.
7. Do not engage in horseplay. Do not distract others from doing their work
8. When involved in any lifting activity-use the proper lifting technique, ie. Bend your knees, grasp the load firmly, raise the load keeping your back as straight as possible. When load is too heavy get help from co-worker or use appropriate tool such as dolly or forklift.
9. Always use the right tool or equipment for the job. Use only those tools and machines which you are thoroughly familiar with and have been trained to use.
10. Always practice good housekeeping. Return tools, equipment, materials, etc. to their proper places. All trash to proper receptacles. Notify supervisor if your work area or passageway is obstructed.

CBKN Dirtworks, Inc.

REQUIREMENTS, RESPONSIBILITIES AND COMMITMENTS

Management will:

1. Provided means to accomplish a sound safety policy
2. Establish Safety Policy
3. Enforce this policy and discharge any employee who willfully disregards it.
4. Conduct periodic safety inspections and file reports accordingly
5. Investigate, or cause to have investigated, any and all accidents and file reports for each
6. Establish procedure for treatment/therapy of injuries
7. Establish safety meetings procedures, provide safety training for personnel
8. Provide employees on each project with federal, state and local safety code requirements
9. Establish monthly accident reporting program and record keeping as required by OSHA
10. Assign a member of management the responsibility to carry out the company safety program

Project Superintendent and Safety Director will:

1. Be completely responsible for on-site safety and record keeping
2. Make available all necessary personal protective equipment, job safety materials and first aid equipment.
3. Remind foreman that safe practices are to be followed and safe conditions maintained throughout the project
4. Remind foreman that they cannot require or permit their workers to take chances but rather they instruct workers and enforce application of proper and safe procedures.
5. Instruct and assist foreman with regard to their safety responsibilities such as giving individual safety instructions.
6. Review all incidents and accidents with foreman. File reports and see that corrective action is taken immediately
7. If the job warrants, appoint a competent safety person with authority to police the project
8. Require all subcontractors to adhere to all Safety Regulations and policies
9. Establish first aid, fire, sanitation and water facilities for the project
10. Be responsible for job planning, layout and inspection of all operations to facilitate production AND Safety
11. Have available copies of federal and other applicable regulations, if any, at the jobsite. Post the Safety Rules, OSHA forms, Safety posters, etc.

12. Consult with management regarding extra hazardous activities, such as blasting, making certain that competent and/or licensed personnel are engaged in planning and effecting these activities.
13. See that the entire safety program is carried out at the work level
14. Enforce the habit of safe work practices
15. Instruct all workers in safe procedures and practices as well as job safety requirements. follow up on this training and insist on compliance.
16. See that all injuries are cared for properly and reported promptly

All Employees will:

1. Work according to good safety practices and procedures as posted, distributed, discussed and instructed.
2. Refrain from any unsafe act that might endanger themselves or fellow workers.
3. Share in the commitment to a safe work environment

Subcontractors, Inspectors, Lab Techs and others

1. All subcontractors, their personnel, all inspectors. Owners reps, lab technicians and anyone else on the project are subject to and expected to abide by CBKN Dirtworks safety policies and procedures

Continuous training and commitment

1. Every Monday morning, before starting the weeks work the project superintendent will conduct a meeting to discuss
 - a. Weekly safety topic of the company
 - b. How this topic applies to this project
 - c. Planned activities for the week
 - d. Specific hazards that could be experienced
 - e. Reminder of safety practices and procedures such as PPE, Company policies, etc.
 - f. Discussion from employees regarding Safety and Health issues.
 - g. Comments should be included on sign in sheet when forwarded to management each week.
 - h. At any time ANY employee feels it is necessary the superintendent will conduct an on-site meeting to discuss any and all safety issues related to the project and current work that is being conducted.

CBKN Dirtworks, Inc.

EMPLOYEE SAFETY ORIENTATION BASIC INFORMATION

1. Personal Protective Equipment

To be worn at all times on jobsite:

- a) Hard hat
- b) Reflective Safety Vest
- c) Approved Footwear(Hard Soles, Steel toes as needed)

To be worn as warranted:

- d) Gloves
- e) Safety Glasses (with side shields when appropriate)
- f) Face Shield
- g) Burning Goggles/ Welding Shield
- h) Ear Plugs

2. Fall Protection

CBKN Dirtworks requires 100% tie off when handrails are not provided.

Any work with potential for falls must utilize a fall protection system.

ALL work near a leading edge (typically with a fall distance of 6' or greater) will require the use of one or a combination of the following:

- a) Safety Harness\ Lanyards - review proper way to wear/inspect safety harness and lanyards
- b) Life Lines
- c) Handrails\ Mid-rails
- d) Hole Covers-Any opening in a floor or deck must be covered so as to not allow a person to fall through AND must be labeled "HOLE" so that this cover is not inadvertently removed.

3. Ladders.

- a) Stepladders and straight/extension ladders must be secured.
- b) Proper angle 4/1
- c) Top of ladder must extend 3' beyond supporting object when used as access
- d) Keep hands free to tools/materials while climbing
- e) Do not use top step or platform of stepladder
- f) ALWAYS USE 3 POINTS OF CONTACT

4. Tool and Equipment Inspection

- a) All electric tools receive quarterly inspection -
- b) Any damage to electrical cord is reason for out-of-service
- c) Fire extinguisher's inspected monthly.
- d) Give all tools and equipment a thorough pre-use visual inspection.
- e) All guards must be in place.

5. Fire Protection

a) Fire Extinguishers - employees must know how to use. Needed for:

- 1) Flammable liquid storage areas
- 2) Burning and welding operations

b) Flammable Liquids

- 1) Approved containers
- 2) Labeled as to contents
- 3) Barricaded storage area with "NO SMOKING" signs posted

6. Rigging

- a) Pre-use inspection of rigging hardware.
- b) Know capacity of lifting device and weight of load.
- c) All lifting devices, cables, chains, etc. must be tagged

7. Scaffolds

a) As complete as physically possible:

1. Complete deck.
2. Handrails and mid-rails
3. Properly braced and secured
4. Toe-boards
5. Safety belt required

b) Provide a Safe means of access/egress.

8. Equipment

- a) All self propelled equipment must be equipped with a working back-up alarm
- b) Passengers only allowed where seat belts are provided by manufacturer
- c) Operator will do safety/maintenance inspection before starting any machine

9. Injuries and accidents

- a) Provide first aid only to the limits of your knowledge and experience.
- b) Notify supervisor, co-worker or someone nearby immediately
- c) Notify 911 if needed
- d) As soon as immediate danger is resolved notify Safety Director/Management
- e) Begin gathering notes of how the accident happened, witnesses, pictures, etc.
- f) Any info gathered may be the piece that keeps this from happening again
- g) Refer all questions and inquiries to CBKN Management

Safety is a shared responsibility. The management and owners of CBKN Dirtworks take pride in our safety record and attitude and expects all employees to do the same. If, at any time, you see something that can make this a better work place, please share it with management. This list is in no way intended to be complete and does not relieve your responsibility to share in all of our safety.

BID TABULATION
OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE
PUBLIC WORKS BID NO. 2021-002
APRIL 14, 2021 2:00 PM

ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Sturgeon Services, LLC		Sierra Valley Contractors LLC		CBKN Dirtworks, Inc.		Mesa Verde Enterprises, Inc.		Crosstown Construction & Trucking, LLC		B&R Trucking, Inc.	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	1	AL	Construction Material Testing Allowance	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00
2	1	AL	Survey Allowance	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
3	84533	CY	Compacted Barrier Layer: Grade Barrier Soil Layer, 24-Inch Minimum Thick Layer Compacted to 95%	\$5.10	\$431,118.30	\$3.24	\$273,886.92	\$4.27	\$360,955.91	\$5.20	\$439,571.60	\$5.66	\$478,456.78	\$7.47	\$631,461.51	\$8.99	\$759,951.67
4	19,156	CY	Top Soil Layer: Grade Topsoil Layer, 6-Inch Minimum Loose (Uncompacted) Material	\$4.70	\$90,033.20	\$3.24	\$62,065.44	\$3.95	\$75,666.20	\$4.34	\$83,137.04	\$7.61	\$145,777.16	\$7.47	\$143,095.32	\$3.00	\$57,468.00
5	1,993	LF	Straw Wattles	\$3.72	\$7,413.96	\$3.94	\$7,852.42	\$3.34	\$6,656.62	\$3.00	\$5,979.00	\$4.00	\$7,972.00	\$3.35	\$6,676.55	\$4.50	\$8,968.50
6	1	LS	Stormwater Pollution Prevention Plan (SWPPP)	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$2,300.00	\$2,300.00	\$13,421.51	\$13,421.51	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
NMGRT (6.3125%)					\$584,565.46		\$398,804.78		\$499,278.73		\$580,987.64		\$695,627.45		\$835,233.38		\$881,388.17
					\$36,900.69		\$25,174.55		\$31,516.97		\$36,674.84		\$43,911.48		\$52,724.11		\$55,637.63
					\$621,466.15		\$423,979.33		\$530,795.70		\$617,662.48		\$739,538.93		\$887,957.49		\$937,025.80

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/16/2021

Report No: 9.

Submitted By: Petria Bengoechea, Jim LeClair, Richard Adler

Subject: Consider, and act upon, Resolution 2021-11, declaring 1113 Catalina, Alamogordo, New Mexico to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace or safety and ordering its abatement. *(Petria Bengoechea, City Attorney, Jim LeClair, Fire Chief, and Richard Adler, Fire Chief) (Roll Call Vote Required)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Resolution 2021-11 ordering the removal of the structure at 1113 Catalina.

Background: Under NMSA 1978 §3-18-5, the City has the ability to order removal of any building or structure that is ruined, damaged and dilapidated, or any premise covered with ruins, rubbish, wreckage or debris. In order for the City Commission to order removal, there must be a finding by the commission that the property is a menace to the public comfort, health, peace or safety.

As such, 1113 Catalina is one such building. The structure has remained empty for many years, and over those years it has deteriorated to the point that it is now dilapidated and in need of removal. The home has major structural issues, and has attracted those who have broken in, used it as their own, started fires, indiscriminately left human waste, and have generally further contributed to the dilapidation. As such, it has become a menace to the public comfort, health, peace and safety, and City staff is asking the commission to order its removal.

1113 Catalina

DILAPIDATED STRUCTURE REPORT

City's Authority

- Derived from NMSA 1978 §3-18-5
 - Gives municipalities authority to order removal of any building or structure that is, “ruined, damaged, and dilapidated, or any premise covered with ruins, rubbish, wreckage or debris”.
 - Requires a finding by the governing body that the property is “a menace to the public comfort, health, peace or safety” in order to order its removal.
- Gives property owner 10 days from receipt (or posting or publishing) of resolution to commence removing the building or structure, OR to file a written objection with the Clerk requesting a hearing before commission.
- If hearing is requested then it will take place before this body, where the commission will consider all evidence for and against the removal resolution and determine if the resolution should be enforced or rescinded.
- If the Commission choose to enforce its resolution then “any person aggrieved by the determination” may appeal to the district court within certain short time frames.
- If no appeal is filed, or if the City prevails, and the owner does not commence removing the building, then the City may remove it, and put a lien on the property, and foreclose on said lien.

1113 Catalina

- Pursuant to assessor, owned by Lester & Barbara Robinson.
- Letters sent to legal address in Tolleson, Arizona. Received and signed for, no contact received.
- Administrative warrant applied for in late March, granted.
- Entered house on April 7, 2020 via open windows and doors.

1113 Catalina



1113 Catalina





1113 Catalina

- Jim Baker report
- John Stroope report

Resolution

- Asking commission to consider and act upon Resolution 2021-xx declaring 1113 a dilapidated structure and ordering its removal.

1113 Catalina

Report and Reasoning

James Baker, Code Enforcement Supervisor
April 7th 2021

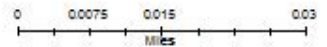
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The City of San Antonio makes no representation as to the validity or accuracy of the information given herein and the user is responsible for making such fact for investigation and inquiries as necessary in order to properly consider such permanent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

Map Title



Report Narrative

1113 Catalina is located on the northwest corner of Catalina Ln and Puerto Rico Ave. 1113 Catalina is positioned next door to 1111 Catalina to the west and 1707 Puerto Rico to the north. The property consists of a single lot running down the northside of Catalina Ln and the westside of Puerto Rico Ave. On this lot is a single story wood framed residential structure and a wood framed accessory structure. The property is currently zoned R-1 (single family dwelling) and is vacant.

Background:

On 04-07-21, a search warrant was executed at 1113 Catalina and both the interior and exterior of the structure were inspected. On the exterior of the structure, missing shingles were noted on the roof and several broken windows were observed. There were areas of missing stucco leaving exposed wood siding. The brick fence on the Puerto Rico side of the structure was cracked and could easily be pushed over. The accessory building is of wood construction and has exposed unprotected wood window/door trim and fascia as well as missing windows and a hanging window screen.

An inspection of the interior of the main structure revealed damage and vandalism. An indoor sliding glass door was broken. Graffiti was painted on the interior walls, bathroom fixtures in two bathrooms were destroyed, filth and trash were on the floor, damage and holes were noted in the walls and floor,

The structure in its current state is unfit for human occupancy as defined in Section 108.1.3 of the 2006 International Property Maintenance Code. The structure and condition of the property continue to decline with little to no indication that the owner will address these issues responsibly. It is my recommendation that the City Commission move forward with approval of the resolution.

Reasoning

Unless specifically cited, all sections are of the 2006 International Property Maintenance Code.

Section 8-03-080 of the Code of Ordinances adopts the 2006 International Property Maintenance Code. (IPMC)

Section 104.1 compels the Code Official to enforce the provisions of the Code.

Section 104.3 Compels the Code Official to make the necessary inspections to determine the compliance with the Code.

Section 104.4 grants authority to enter property.

Section 106.1 states that it is unlawful to violate the Code.

Section 108.1.3 states the conditions of a structure unfit for human occupancy.

Sections 301.2, 501.2 and 701.2 state that unless otherwise provided in the Code, the property owner is responsible for compliance.

Section 110.1 Compels the Code Official to order the owner to repair and make safe and sanitary the structure. At the owner's option, the structure may be demolished in lieu of the repairs.

Violations

108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair. (see photos of accessory building) Photos 102, 121 (brick fence), 228.

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. *The structure shall perform four primary functions: be in good repair, structurally sound, sanitary condition and capable of preventing the elements and rodents from entering the interior areas.* Photos #110, 117, 240.

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. Photos 117, 240.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance. Photo 110.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. Photos #143, 117.

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected. Photos 124, 126, 134, 137, 147, 150, 151, 169, 173, 183, 192, 194.

PLUMBING SYSTEMS AND FIXTURES

504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition. Photos 180, 168.

1113 Catalina photos 04-07-21

Photo #100



Photo #102



Photo #121



Photo #110



Photo #117



Photo #124



Photo #126



Photo #134



Photo #137



Photo #147



Photo #150



Photo #151



Photo #143



Photo #168



Photo #169



Photo #173



Photo #180



Photo #183



Photo #192



Photo #194



Photo #228



Photo #240



RESOLUTION NO. 2021-11

A RESOLUTION DECLARING 1113 CATALINA, ALAMOGORDO, NEW MEXICO TO BE SO RUINED, DAMAGED AND DILAPIDATED THAT IT IS A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE OR SAFETY, AND ORDERING ITS ABATEMENT

WHEREAS, the governing body of the City of Alamogordo, New Mexico, finds that there is located within the City certain buildings, structures or premises at 1113 Catalina (the "Property"); and,

WHEREAS, the governing body does further find that the Code Enforcement Manager and the Fire Chief of the Alamogordo Police Department have investigated the condition of the Property and has found the same to be so ruined, damaged and dilapidated, or covered with ruins, rubbish, wreckage or debris, that it constitutes a menace to the public comfort, health, peace or safety so as to warrant abatement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION:

Section 1. That the findings of said Code Enforcement Manager, in regard to the Property, attached hereto as Exhibit 2, are hereby approved and adopted, and that the Property is found to be ruined, damaged and dilapidated, *sq* as to constitute a menace to the public comfort, health, peace or safety pursuant to Section 3-18-5, NMSA, 1978.

Section 2. That Barbara Ann and Lester Robinson Jr, record owners of the Property is hereby ordered to commence removal of the building or structure from the Property within ten (10) days after service of a copy of this Resolution, or within said ten (10) day period, file written objection to findings herein with the City Clerk of the City of Alamogordo, asking for a hearing before the City Commission.

Section 3. That if there is a failure of compliance with the provision of Section 2 herein, the City of Alamogordo shall proceed to remove said building or structure from the Property, and abate said unsafe condition, at the cost and expense of said record, with said cost and expense constituting a lien against the building or structure so removed, and against the Property, as allowed by law.

Section 4. **SEVERABILITY CLAUSE.** If any section, paragraph, sentence, clause, word or phrase of this resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this resolution. The Commission hereby declares that it would have passed this resolution and each section, paragraph, sentence, clause, word or phrase thereof irrespective of any provisions being declared unconstitutional or otherwise invalid.

DONE 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 Bengoechea, City Attorney



City of Alamogordo

Alamogordo Fire Department

619 Texas Avenue, Alamogordo, New Mexico 88310
Administration 575-439-4298, Code Enforcement 575-439-3337



April 16, 2021

RE: 1113 Catalina

To whom it may concern:

The Alamogordo Fire Department, along with the Alamogordo City Manager, Alamogordo City Attorney, and the Alamogordo Code Enforcement Officer, conducted a fire safety and structural walk-thru of the above-mentioned property. The walk-thru was conducted using an Administrative Warrant. The building owners were not present for the walk thru. During the walk-thru, the following deficiencies and hazards, in violation of the International Property Maintenance Code, and the International Fire Code, were found and are listed below:

International Fire Code

- Unsafe Conditions IFC 110.1.1- Inadequate Maintenance. The structure is not currently occupied, or maintained
- Safeguarding Vacant Premises IFC 311.2- The structure has missing or broken windows throughout, allowing for entry by animals, persons, and weather.
- General IFC 311.1 Temporarily unoccupied buildings, structures, premises, or portions thereof, including tenant spaces, shall be safeguarded and maintained in accordance with Sections 311.1.1 through 311.6. Buildings, structures and premises for which an owner cannot be identified or located by dispatch of a certificate of mailing to the last know or registered address, which persistently or repeatedly become unprotected or unsecured, which have been occupied by unauthorized persons of for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties shall be considered abandoned, declared unsafe and abated by demolition or rehabilitation.

International Property Maintenance Code

- 108.1.1 Unsafe Structure
- 108.1.3 Structure Unfit for Human Occupancy
- 108.1.5 Dangerous Structure or Premises. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- 301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code.
- 301.3 Vacant Structures and Land. Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
- 302.5 Rodent Harborage. Structures and exterior property shall be kept free from rodent harborage and infestation.
- 302.7 Accessory structures. Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.
- 304.1.1 Unsafe Conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the "International Building Code" or the "International Existing Building Code" as required for existing buildings: 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or

any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

- 304.2 Protective Treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- 304.6 Exterior Walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials and be maintained weatherproof and properly surface coated where required to prevent deterioration.
- 304.13 Window, Skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
- 305.1 Interior Structure General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.
- 308.1 Accumulation of Rubbish or Garbage. Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish and garbage.
- 309.1 Infestation. Structures shall be kept free from insect and rodent infestation.
- 604.3.1 Abatement of Electrical Hazards Associated with Water Exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.
- 604.3.1.1 Electrical Equipment. Electrical distribution equipment, motors circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, exposed to water shall be replaced in accordance with the provisions of the 'International Building Code.
- 703.1 Fire-Resistance-Rated Assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
- The roof of the structure is leaking, and not secure to weather, causing further damage and degradation to the structure.
- Due to the unsecured nature of the structure, pigeons have taken up residence in the structure. Their droppings pose a threat to health of persons working in and around the structure.

In closing, it appears that most, if not all the problems with this structure are being caused by inadequate maintenance and the structure not being secured from unwanted entry and weather. This structure poses a fire hazard to surrounding structures, and a health threat to persons living around the structure.

For any questions or concerns, I can be reached at 575-439-4298

Respectfully,
John Stroope
Lieutenant, Shift 1
Alamogordo Fire Department

JS/js

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/16/2021

Report No: 10.

Submitted By: Petria Bengoechea, Jim LeClair, Richard Adler

Subject: Consider, and act upon, Resolution 2021-12, declaring 2414 Telles, Alamogordo, New Mexico to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace or safety and ordering its abatement. (*Petria Bengoechea, City Attorney, Jim LeClair, Fire Chief, and Richard Adler, Fire Chief*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Resolution 2021-12 ordering the removal of the structure at 2414 Telles.

Background: Under NMSA 1978 §3-18-5, the City has the ability to order removal of any building or structure that is ruined, damaged and dilapidated, or any premise covered with ruins, rubbish, wreckage or debris. In order for the City Commission to order removal, there must be a finding by the commission that the property is a menace to the public comfort, health, peace or safety.

The home and accessory building at 2414 Telles is one such example. The structure has remained empty for many years, and over those years it has deteriorated to the point that it is now dilapidated and in need of removal. The home has major structural issues, and has attracted pigeons who have infested the home and have left their droppings everywhere. Additionally, large sections of the roof are missing in places and the home is exposed inside to the outside elements. As such, it has become a menace to the public comfort, health, peace and safety, and City staff is asking the commission to order its removal.

RESOLUTION NO. 2021-12

A RESOLUTION DECLARING 2414 TELLES, ALAMOGORDO, NEW MEXICO TO BE SO RUINED, DAMAGED AND DILAPIDATED THAT IT IS A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE OR SAFETY, AND ORDERING ITS ABATEMENT

WHEREAS, the governing body of the City of Alamogordo, New Mexico, finds that there is located within the City certain buildings, structures or premises at 2414 Telles; and,

WHEREAS, the governing body does further find that the Code Enforcement Manager and the Fire Chief of the Alamogordo Police Department have investigated the condition of the Property and has found the same to be so ruined, damaged and dilapidated, or covered with ruins, rubbish, wreckage or debris, that it constitutes a menace to the public comfort, health, peace or safety so as to warrant abatement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION:

Section 1. That the findings of said Code Enforcement Manager, in regard to the Property, attached hereto as Exhibit 2, are hereby approved and adopted, and that the Property is found to be ruined, damaged and dilapidated, *sq* as to constitute a menace to the public comfort, health, peace or safety pursuant to Section 3-18-5, NMSA, 1978.

Section 2. That Lou Lee Trexler, record owner of the Property is hereby ordered to commence removal of the building or structure from the Property within ten (10) days after service of a copy of this Resolution, or within said ten (10) day period, file written objection to findings herein with the City Clerk of the City of Alamogordo, asking for a hearing before the City Commission.

Section 3. That if there is a failure of compliance with the provision of Section 2 herein, the City of Alamogordo shall proceed to remove said building or structure from the Property, and abate said unsafe condition, at the cost and expense of said record, with said cost and expense constituting a lien against the building or structure so removed, and against the Property, as allowed by law.

Section 4. **SEVERABILITY CLAUSE.** If any section, paragraph, sentence, clause, word or phrase of this resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this resolution. The Commission hereby declares that it would have passed this resolution and each section, paragraph, sentence, clause, word or phrase thereof irrespective of any provisions being declared unconstitutional or otherwise invalid.

DONE this ____ day of _____, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: _____

Richard A. Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Petria Bengoechea, City Attorney

2414 Telles

Report and Reasoning

James Baker, Code Enforcement Supervisor
April 7th 2021

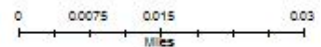
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The City of San Jose makes no representation as to the validity or accuracy of the information given herein and the user is responsible for making such fact for investigation and inquiries as necessary in order to properly consider such information and temporary agreements.

2414 Telles



Report Narrative

2414 Telles is located on Telles Ave. on the southwest corner of Bonnell and Telles. 2414 Telles is positioned next door to 2412 Telles and across the alley from 509 Bonnell. The property consists of a single lot running down the Southside of Telles Ave and the Westside of Bonnell Ave. On this lot is a single story wood framed residential structure and a wood framed accessory structure. The property is currently zoned R-1 (single family dwelling) and is vacant.

Background:

On 08/11/16 an inspection was made on the exterior of the structure at 2412 Telles. The property was found to be in violations of numerous sections of the International Property Maintenance Code (IPMC). Section 107.1 of the IPMC requires the code official to give notice to the property owner of the violations and a certified letter was sent to the owner, Lou Lee Trexler, giving 30 days to correct the violations. No progress was made on the violations. On 08-09-18 another inspection was made on the residence and the same violations were noted. Another letter was sent to Mr. Trexler and no improvements were made so a criminal complaint was filed on Mr. Trexler who was summoned to court where he was subsequently found guilty. No improvements were made following Mr. Trexler's court appearance so another inspection was made on 07/17/20 and the condition of the structure appeared worse than before. No improvements were made and a criminal complaint was filed to summon Mr. Trexler into Municipal Court again.

On 04-07-21, a search warrant was executed at 2412 Telles and both the interior and exterior of the structure were inspected. Missing sections of the roof were visible from outside of the structure. The condition of the roof will not prevent the rainwater or rodents from entering into the structure. The fascia/trim/soffit on the roof was damaged and hanging down in spots. The accessory building is of wood construction and has exposed unprotected wood and holes in the roof.

An inspection of the interior of the main structure revealed significant water damage from the elements and bird droppings in every room of the structure. Upon entry into the back entrance large gaps of ceiling were observed to be missing and ceiling and insulation material had fallen to the ground.

The kitchen area was covered with filth, ceiling materials and bird droppings. There was water damage to the ceiling and gaps in the roof allowing the elements in. The living room at the front of the residence showed ceiling damage with damaged and missing ceiling panels, filth and droppings on the floor and furnishings as well as several birds.

To the west of the living room was another den/study type room. This room was on the Northwest corner of the house and had ceiling damage, filth, droppings, birds and gaps in the roof that allow in the elements.

To the east of the living room was a hallway that led to several rooms. The ceiling to the hallway had visible mold. The first room east of the living room was the dining room which had water damaged ceiling panels, a visible hole in the ceiling, filth and bird droppings on the floor.

Directly across from the dining room was a short hallway that led to a bathroom. There was mold on the walls, filth, debris and droppings on the floor as well as a large visible hole in the roof. The bathroom was covered in filth and debris and had insulation hanging down from the ceiling.

To the east of the dining room was a bedroom with roughly 20 birds inside and was completely covered with bird droppings. On the floor at the entrance to this room were two dead birds. There were missing and water damaged ceiling panels.

To the east of the bedroom was another den/study area on the northeast corner of the residence. This room had filth, debris and bird droppings on the floor as well as large missing sections of the roof, hanging insulation, missing and water damaged ceiling and wall panels.

On the southeast corner of the residence was another room with debris on the floor, water damage to the ceiling and walls, bird droppings and several holes in the roof that were allowing sunlight to shine into the room.

Another bedroom on the south side of the residence had debris, bird droppings, missing ceiling panels, damage and observable gaps to the roof that allows the elements inside.

The structure in its current state is unfit for human occupancy as defined in Section 108.1.3 of the 2006 International Property Maintenance Code. The structure and condition of the property continue to decline with little to no indication that the owner will address these issues responsibly. It is my recommendation that the City Commission move forward with approval of the resolution.

Reasoning

Unless specifically cited, all sections are of the 2006 International Property Maintenance Code.

Section 8-03-080 of the Code of Ordinances adopts the 2006 International Property Maintenance Code. (IPMC)

Section 104.1 compels the Code Official to enforce the provisions of the Code.

Section 104.3 Compels the Code Official to make the necessary inspections to determine the compliance with the Code.

Section 104.4 grants authority to enter property.

Section 106.1 states that it is unlawful to violate the Code.

Section 108.1.3 states the conditions of a structure unfit for human occupancy.

Sections 301.2, 501.2 and 701.2 state that unless otherwise provided in the Code, the property owner is responsible for compliance.

Section 110.1 Compels the Code Official to order the owner to repair and make safe and sanitary the structure. At the owner's option, the structure may be demolished in lieu of the repairs.

Violations

108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation. (see multiple photos of birds and bird droppings)

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair. (see photos of accessory building)

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. *The structure shall perform four primary functions: be in good repair, structurally sound, sanitary condition and capable of preventing the elements and rodents from entering the interior areas. (see photos of exterior structure)*

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. (see photos of exterior structure)

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or

interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance. (see multiple photos on interior and exterior of structure)

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. (See photo #13 broken window)

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected. (See multiple photos of debris and bird droppings)

2414 Telles Exterior Photos 04-07-21

Photo #1



Photo #7 front side



Photo # 18 front side



Photo #46 backside



Photo #49 backside porch



Photo #52 backside porch



Photo #222 backside



Photo #223 backside



Photo #13 eastside window



2414 Telles interior photos 04-07-21

Photo #71 back entryway



Photo #78 back entryway room



Photo #94 kitchen



Photo #95 kitchen ceiling



Photo #96 kitchen ceiling



Photo #99 kitchen floor



Photo #117 living room



Photo #104 living room



Photo #115 northwest den/study



Photo #111 northwest den/study



Photo #127 northwest den/study



Photo #111 northwest den/study



Photo #140 hallway



Photo #142 dining room



Photo #144 dining room



Photo #145 hallway to bathroom



Photo #151 hallway ceiling to bathroom



Photo #152 bedroom east of dining room



Photo #154 bedroom east of dining room



Photo #154 bedroom east of dining room



Photo #166 northeast corner den/study



Photo #173 northeast corner den/study



Photo #169 northeast corner den/study



Photo #205 southeast corner room



Photo #204 southeast corner room



Photo #161 southside bedroom



Photo #164 southside bedroom



Photo #212 Southside bedroom



2414 Telles accessory building photos 04-07-21

Photo #65



Photo #68



Photo #34



Photo #36



2414 TELLES

DILAPIDATED STRUCTURE REPORT

CITY'S AUTHORITY

- DERIVED FROM NMSA 1978 §3-18-5
- GIVES MUNICIPALITIES AUTHORITY TO ORDER REMOVAL OF ANY BUILDING OR STRUCTURE THAT IS, "RUINED, DAMAGED, AND DILAPIDATED, OR ANY PREMISE COVERED WITH RUINS, RUBBISH, WRECKAGE OR DEBRIS".
- REQUIRES A FINDING BY THE GOVERNING BODY THAT THE PROPERTY IS "A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE OR SAFETY" IN ORDER TO ORDER ITS REMOVAL.
- GIVES PROPERTY OWNER 10 DAYS FROM RECEIPT (OR POSTING OR PUBLISHING) OF RESOLUTION TO COMMENCE REMOVING THE BUILDING OR STRUCTURE, OR TO FILE A WRITTEN OBJECTION WITH THE CLERK REQUESTING A HEARING BEFORE COMMISSION.
- IF HEARING IS REQUESTED THEN IT WILL TAKE PLACE BEFORE THIS BODY, WHERE THE COMMISSION WILL CONSIDER ALL EVIDENCE FOR AND AGAINST THE REMOVAL RESOLUTION AND DETERMINE IF THE RESOLUTION SHOULD BE ENFORCED OR RESCINDED.
- IF THE COMMISSION CHOOSE TO ENFORCE ITS RESOLUTION THEN "ANY PERSON AGGRIEVED BY THE DETERMINATION" MAY APPEAL TO THE DISTRICT COURT WITHIN CERTAIN SHORT TIME FRAMES.
- IF NO APPEAL IS FILED, OR IF THE CITY PREVAILS, AND THE OWNER DOES NOT COMMENCE REMOVING THE BUILDING, THEN THE CITY MAY REMOVE IT, AND PUT A LIEN ON THE PROPERTY, AND FORECLOSE ON SAID LIEN.

2414 TELLES

- OWNER IS MR. TREXLER WHO THE CITY IS FAMILIAR WITH.
- LETTERS SENT TO MR. TREXLER, AND COMMUNICATION WITH HIM.
- APPLIED FOR & GRANTED ADMINISTRATIVE SEARCH WARRANT IN LATE MARCH.
- ENTERED HOME WITH OWNER ON APRIL 7, 2021.

2414 TELLES









2414 TELLES

- JIM BAKER REPORT
- JOHN STROOPE REPORT

RESOLUTION

- ASKING COMMISSION TO CONSIDER AND ACT UPON RESOLUTION 2021-12 DECLARING 2414 TELLES DILAPIDATED AND ORDERING ITS REMOVAL.



City of Alamogordo
Alamogordo Fire Department
619 Texas Avenue, Alamogordo, New Mexico 88310
Administration 575-439-4298, Code Enforcement 575-439-3337



April 16, 2021

RE: 2414 Telles

To whom it may concern:

The Alamogordo Fire Department, along with the Alamogordo City Manager, Alamogordo City Attorney, and the Alamogordo Code Enforcement Officer, conducted a fire safety and structural walk-thru of the above-mentioned property. The walk-thru was conducted using an Administrative Warrant. The building owner, Lou Lee Trexler, was present for the walk-thru. During the walk-thru, the following deficiencies and hazards, in violation of the International Property Maintenance Code, and the International Fire Code, were found and are listed below:

International Fire Code

- Unsafe Conditions IFC 110.1.1- Inadequate Maintenance. The structure is not currently occupied, or maintained
- Safeguarding Vacant Premises IFC 311.2- The structure has missing or broken windows throughout, allowing for entry by animals, persons, and weather.
- General IFC 311.1 Temporarily unoccupied buildings, structures, premises, or portions thereof, including tenant spaces, shall be safeguarded and maintained in accordance with Sections 311.1.1 through 311.6. Buildings, structures and premises for which an owner cannot be identified or located by dispatch of a certificate of mailing to the last known or registered address, which persistently or repeatedly become unprotected or unsecured, which have been occupied by unauthorized persons for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties shall be considered abandoned, declared unsafe and abated by demolition or rehabilitation.

International Property Maintenance Code

- 108.1.1 Unsafe Structure
- 108.1.3 Structure Unfit for Human Occupancy
- 108.1.5 Dangerous Structure or Premises. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- 301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code.
- 301.3 Vacant Structures and Land. Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
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any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

- 304.2 Protective Treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- 304.6 Exterior Walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials and be maintained weatherproof and properly surface coated where required to prevent deterioration.
- 304.13 Window, Skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
- 305.1 Interior Structure General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.
- 308.1 Accumulation of Rubbish or Garbage. Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish and garbage.
- 309.1 Infestation. Structures shall be kept free from insect and rodent infestation.
- 604.3.1 Abatement of Electrical Hazards Associated with Water Exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.
- 604.3.1.1 Electrical Equipment. Electrical distribution equipment, motors circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, exposed to water shall be replaced in accordance with the provisions of the "International Building Code".
- 702.1 General. Means of Egress. Fire Safety Requirements. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the "International Fire Code".
- 703.1 Fire-Resistance-Rated Assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
- The roof of the structure is leaking, and not secure to weather, causing further damage and degradation to the structure.
- Due to the unsecured nature of the structure, pigeons have taken up residence in the structure. Their droppings pose a threat to health of persons working in and around the structure.
- There is evidence of structural failure, the roof and roofing members are cracking due to exposure.

In closing, it appears that most, if not all the problems with this structure are being caused by inadequate maintenance. No preventative measures to secure or stop the decay and rodent infestation of the structure have been started or undertaken by the homeowner. The homeowner stated to all city officials present, before the walk-thru, that he would not be responsible for any injuries due to structural collapse, or for possible sickness caused by the presence of mold and feces throughout the structure. This structure poses a fire hazard to surrounding structures, and a health threat to persons living in the area around the structure.

For any questions or concerns, I can be reached at 575-439-4298

Respectfully,
John Stroope
Lieutenant, Shift 1
Alamogordo Fire Department

JS/js

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/16/2021

Report No: 11.

Submitted By: Petria Bengoechea, Jim LeClair, Richard Adler

Subject: Consider, and act, upon Resolution 2021-13, declaring 704 Panorama, Alamogordo, New Mexico to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace or safety and ordering its abatement. *(Petria Bengoechea, City Attorney, Jim LeClair, Fire Chief, and Richard Adler, Fire Chief) (Roll Call Vote Required)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Resolution 2021-13 ordering the removal of the structure at 704 Panorama.

Background: Under NMSA 1978 §3-18-5, the City has the ability to order removal of any building or structure that is ruined, damaged and dilapidated, or any premise covered with ruins, rubbish, wreckage or debris. In order for the City Commission to order removal, there must be a finding by the commission that the property is a menace to the public comfort, health, peace or safety.

As such, 704 Panorama is one such building. The structure has remained empty for many years, and over those years it has deteriorated to the point that it is now dilapidated and in need of removal. The home has major structural issues, and has attracted those who have broken in, used it as their own and have generally further contributed to the dilapidation. The structure is failing, and there are major holes in the roof, leaving the inside vulnerable to the elements. As such, it has become a menace to the public comfort, health, peace and safety, and City staff is asking the commission to order its removal.



City of Alamogordo

Alamogordo Fire Department

619 Texas Avenue, Alamogordo, New Mexico 88310
Administration 575-439-4298, Code Enforcement 575-439-3337



April 16, 2021

RE: 704 Panorama

To whom it may concern:

The Alamogordo Fire Department, along with the Alamogordo City Manager, Alamogordo City Attorney, and the Alamogordo Code Enforcement Officer, conducted a fire safety and structural walk-thru of the above mentioned property. The walk-thru was conducted using an Administrative Warrant. The building owners were not present for the walk-thru. During the walk-thru, the following deficiencies and hazards, in violation of the International Property Maintenance Code, and the International Fire Code, were found and are listed below:

International Fire Code

- Unsafe Conditions IFC 110.1.1- Inadequate Maintenance. The structure is not currently occupied, or maintained
- Safeguarding Vacant Premises IFC 311.2- The structure has missing or broken windows and doors throughout, allowing for entry by animals, persons, and weather.
- General IFC 311.1 Temporarily unoccupied buildings, structures, premises, or portions thereof, including tenant spaces, shall be safeguarded and maintained in accordance with Sections 311.1.1 through 311.6. Buildings, structures and premises for which an owner cannot be identified or located by dispatch of a certificate of mailing to the last known or registered address, which persistently or repeatedly become unprotected or unsecured, which have been occupied by unauthorized persons for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties shall be considered abandoned, declared unsafe and abated by demolition or rehabilitation.

International Property Maintenance Code

- 108.1.1 Unsafe Structure
- 108.1.3 Structure Unfit for Human Occupancy
- 108.1.5 Dangerous Structure or Premises. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- 301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code.
- 301.3 Vacant Structures and Land. Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
- 302.5 Rodent Harborage. Structures and exterior property shall be kept free from rodent harborage and infestation.
- 302.7 Accessory structures. Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.
- 304.1.1 Unsafe Conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the "International Building Code" or the "International Existing Building Code" as required for existing buildings: 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or

any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

- 304.2 Protective Treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- 304.6 Exterior Walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials and be maintained weatherproof and properly surface coated where required to prevent deterioration.
- 304.13 Window, Skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
- 305.1 Interior Structure General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.
- 308.1 Accumulation of Rubbish or Garbage. Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish and garbage.
- 309.1 Infestation. Structures shall be kept free from insect and rodent infestation.
- 604.3.1 Abatement of Electrical Hazards Associated with Water Exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.
- 604.3.1.1 Electrical Equipment. Electrical distribution equipment, motors circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, exposed to water shall be replaced in accordance with the provisions of the "International Building Code".
- 702.1 General. Means of Egress. Fire Safety Requirements. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the "International Fire Code".
- 703.1 Fire-Resistance-Rated Assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
- The roof of the structure is leaking, and not secure to weather, causing further damage and degradation to the structure.
- Due to the unsecured nature of the structure, pigeons and other rodent animals, have taken up residence in the structure. Their droppings pose a threat to health of persons working in and around the structure.
- There is evidence of structural failure, or foundation failure as visible on the north end, near the front door of the structure.

In closing, it appears that most, if not all of the problems with this structure are being caused by inadequate maintenance, and the structure not being secured or occupied. The structures roof is continuing to fail due to missing shingles, and poses a collapse threat. This structure poses a fire hazard to surrounding structures, and a health threat to persons working in and around the structure.

For any questions or concerns, I can be reached at 575-439-4298

Respectfully,
John Stroope
Lieutenant, Shift 1
Alamogordo Fire Department

JS/js

704 Panorama

Report and Reasoning

James Baker, Code Enforcement Supervisor
April 7th 2021

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The City of San Angelo makes no representation as to the validity or accuracy of the information given herein and the user is responsible for making such fact for investigation and information necessary in order to properly consider such permanent and temporary opportunities.

704 Panorama



0 0.00425 0.0085 0.017

Report Narrative

704 Panorama is located on Panorama west of Florida Ave and is positioned between 702 Panorama and 706 Panorama. The property consists of a single lot running down the Southside of Panorama Ave. On this lot is a single story wood framed residential structure. The property is currently zoned R-1 (single family dwelling) and is vacant.

Background:

On 12/10/18 an inspection was made on the exterior of the structure at 704 Panorama. The property was found to be in violations of numerous sections of the International Property Maintenance Code (IPMC). Section 107.1 of the IPMC requires the code official to give notice to the property owner of the violations and a certified letter was sent to the owners last known address at Roadway Inn, 2224 N. White Sands Blvd giving 30 business days to correct the violations. No response was received from the owner and no improvements made to 704 Panorama so on April 9th, 2019 a criminal complaint was signed summoning the owner, Janice Fender, to court. In addition, on 12-10-18, 05-07-19 and 01-19-21 weed abatements were performed on the property for overgrown weeds.

On 04-07-21, a search warrant was executed at 704 Panorama and both the interior and exterior of the structure were inspected. Visible holes were noticeable on the roof visible from outside on the front and back of the structure. A broken skylight was observed on the backside of the structure. The condition of the roof will not prevent the rainwater or rodents from entering into the structure. The fascia on the roof was damaged and missing in spots. The area at the front of the structure where the sewer cleanout and sprinkler system box are located is sinking and the brick wall is starting to separate from the base of the structure. The structure settled to the point that the screen door could not be opened completely because it would come in contact with the roof overhang over the front door. An inspection of the interior revealed that large gaps of ceiling were missing and ceiling and insulation material had fallen to the ground. Cracks were forming in the doorway separating the front living room area and the garage, and in the hallway exiting the living room.

The structure in its current state is unfit for human occupancy as defined in Section 108.1.3 of the 2006 International Property Maintenance Code. The structure and condition of the property continue to decline with little to no indication that the owner will address these issues responsibly. It is my recommendation that the City Commission move forward with approval of the resolution.

Reasoning

Unless specifically cited, all sections are of the 2006 International Property Maintenance Code.

Section 8-03-080 of the Code of Ordinances adopts the 2006 International Property Maintenance Code. (IPMC)

Section 104.1 compels the Code Official to enforce the provisions of the Code.

Section 104.3 Compels the Code Official to make the necessary inspections to determine the compliance with the Code.

Section 104.4 grants authority to enter property.

Section 106.1 states that it is unlawful to violate the Code.

Section 108.1.3 states the conditions of a structure unfit for human occupancy.

Sections 301.2, 501.2 and 701.2 state that unless otherwise provided in the Code, the property owner is responsible for compliance.

Section 110.1 Compels the Code Official to order the owner to repair and make safe and sanitary the structure. At the owner's option, the structure may be demolished in lieu of the repairs.

Violations

108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. *The structure shall perform four primary functions: be in good repair, structurally sound, sanitary condition and capable of preventing the elements and rodents from entering the interior areas.*

Photos #14, 17 show deteriorated condition of the roof shingles, swamp cooler, skylight.
Photo #16 show deteriorated condition of the fascia, roof shingles.

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Photos 16 and 17 show exposed wood siding and deteriorating fascia.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Photos 2, 3, 14, 16, 17 show holes in roof and broken out skylight.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

Photos 14 and 17 show broken out skylight.

304.15 Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

Photo 90 shows screen door unable to open completely.

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

Photo 23 shows missing areas of the ceiling and insulation

Photo 34 shows filth in the south bedroom.

Photo 36 shows filth in the bathroom.

Photo 54 shows filth in the kitchen.

Photo 70 shows filth in the living room.

Photo 77 shows filth in the garage.

Photo #2



Photo #3



Photo #14



Photo #16



Photo #17



Photo #23



Photo #34



Photo #36

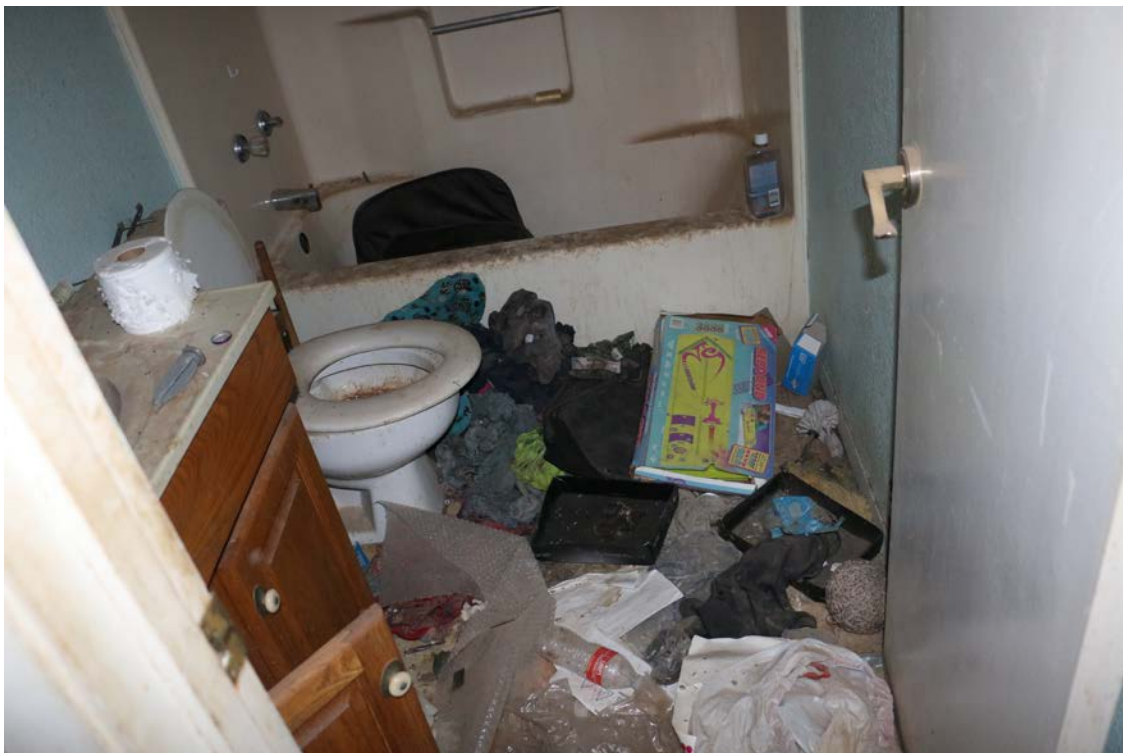


Photo #43



Photo #54



Photo #55



Photo #60



Photo #61



Photo #70



Photo #75



Photo #77



Photo #81



Photo #89



Photo #90



Photo #93



Photo #95



Photo #99



A glowing incandescent light bulb is the central focus, with its filament visible and emitting a warm, yellow light. The bulb is set against a dark, textured background. A black rectangular overlay with rounded corners is positioned in the center, containing the title and subtitle in white text. Faint, stylized circuit lines are visible on the left and right sides of the image, adding a technological or industrial feel.

704 PANORAMA

DILAPIDATED STRUCTURE REPORT

CITY'S AUTHORITY

- Derived from NMSA 1978 §3-18-5
 - Gives municipalities authority to order removal of any building or structure that is, “ruined, damaged, and dilapidated, or any premise covered with ruins, rubbish, wreckage or debris”.
 - Requires a finding by the governing body that the property is “a menace to the public comfort, health, peace or safety” in order to order its removal.
- Gives property owner 10 days from receipt (or posting or publishing) of resolution to commence removing the building or structure, OR to file a written objection with the Clerk requesting a hearing before commission.
- If hearing is requested then it will take place before this body, where the commission will consider all evidence for and against the removal resolution and determine if the resolution should be enforced or rescinded.
- If the Commission choose to enforce its resolution then “any person aggrieved by the determination” may appeal to the district court within certain short time frames.
- If no appeal is filed, or if the City prevails, and the owner does not commence removing the building, then the City may remove it, and put a lien on the property, and foreclose on said lien.

704 PANORAMA

- Pursuant to the assessor, owned by Charles & Janice Fender. Letters sent to address of record AND what is believed to be current address on March 4, 2021.
- Applied for and received Administrative Search warrant in late March.
- Entered the home April 7, 2021 through wide open backdoor.

704 PANORAMA









704 PANORAMA REPORT

- Jim Baker report
- John Stroope report

RESOLUTION

- Asking commission to consider and act upon Resolution 2021-xx declaring 704 Panorama a dilapidated structure and ordering its removal.

RESOLUTION NO. 2021-13

A RESOLUTION DECLARING 704 PANORAMA, ALAMOGORDO, NEW MEXICO TO BE SO RUINED, DAMAGED AND DILAPIDATED THAT IT IS A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE OR SAFETY, AND ORDERING ITS ABATEMENT

WHEREAS, the governing body of the City of Alamogordo, New Mexico, finds that there is located within the City certain buildings, structures or premises at 704 Panorama (the "Property"); and,

WHEREAS, the governing body does further find that the Code Enforcement Manager and the Fire Chief of the Alamogordo Police Department have investigated the condition of the Property and has found the same to be so ruined, damaged and dilapidated, or covered with ruins, rubbish, wreckage or debris, that it constitutes a menace to the public comfort, health, peace or safety so as to warrant abatement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION:

Section 1. That the findings of said Code Enforcement Manager, in regard to the Property, attached hereto as Exhibit 2, are hereby approved and adopted, and that the Property is found to be ruined, damaged and dilapidated, *sq* as to constitute a menace to the public comfort, health, peace or safety pursuant to Section 3-18-5, NMSA, 1978.

Section 2. That Janice and Charles Fender, record owners of the Property is hereby ordered to commence removal of the building or structure from the Property within ten (10) days after service of a copy of this Resolution, or within said ten (10) day period, file written objection to findings herein with the City Clerk of the City of Alamogordo, asking for a hearing before the City Commission.

Section 3. That if there is a failure of compliance with the provision of Section 2 herein, the City of Alamogordo shall proceed to remove said building or structure from the Property, and abate said unsafe condition, at the cost and expense of said record, with said cost and expense constituting a lien against the building or structure so removed, and against the Property, as allowed by law.

Section 4. SEVERABILITY CLAUSE. If any section, paragraph, sentence, clause, word or phrase of this resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this resolution. The Commission hereby declares that it would have passed this resolution and each section, paragraph, sentence, clause, word or phrase thereof irrespective of any provisions being declared unconstitutional or otherwise invalid.

DONE 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 Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/20/2021

Report No: 12.

Submitted By: Teresa Gutierrez

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: One appointment to the Parks and Recreation Board; and two appointments to the Senior Volunteer Programs Advisory Council.

Background: Airport Zoning Board - One (1) vacancy.
No applications received.

Parks and Recreation Board - One (1) vacancy. This vacancy is due to the expiring term of Rita Moyra Robuck.

The following individual is interested in being reappointed:

Rita Moyra Robuck - If reappointed, this will be her fourth term.

Senior Volunteer Programs Advisory Council - Two (2) vacancies.

The following individuals are interested in being appointed:

Stephen Butler - If reappointed, this will be his fifth term;

Rebecca Miller - If appointed, this will be her first term.

If anyone is interested in serving on a board or committee, you may apply with the City Clerk's office, or online at the City's website.

PLEASE COMPLETE THE FOLLOWING INFORMATION AND RETURN TO:

RECEIVED

APR 13 2021

CITY CLERK

tgutierrez@ci.alamogordo.nm.us

Or mail to: Teresa Y. Gutierrez
Deputy City Clerk
City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310

Name of Board here: Parks & Recreation Board

☒ Yes, I am interested in reappointment.

☐ No, I am no longer interested in serving on this Board.

Printed Name: RITA MOYRA ROBUCK

Home Phone: (575) 443-1528 Work Phone: (575) 443-3692

Cell Phone: (575) 443-3692

E-mail address: moyra55@gmail.com

Physical Address: 908 DEXTER LANE, ALAMOGORDO 88310

Is the above address within City limits? Yes ☒ No ☐

Mailing Address: 908 DEXTER LANE, ALAMOGORDO 88310

Present Employer: MOUNTAIN SHADOWS HOME CARE Job Title: CAREER

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

Yes ☐ No ☒ If so, what is their relation to you? _____

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

Yes ☐ No ☒ If so, what is their relation to you? _____

Please indicate your interest in continuing to serve on this Board/Committee: _____

I REALLY ENJOY MY POSITION ON THE
PARKS AND REC. BOARD. I AM A DAILY
USER OF THE DOG PARK AND MANY PATRONS
ARE AWARE OF MY POSITION AND CONFER
WITH ME OFTEN REGARDING ANY PARK ISSUES.

Signature

Date

4-13-21

PLEASE COMPLETE THE FOLLOWING INFORMATION AND RETURN TO:

RECEIVED

APR 19 2021

CITY CLERK

tgutierrez@ci.alamogordo.nm.us

Or mail to: Teresa Y. Gutierrez
Deputy City Clerk
City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310

Senior Volunteer Programs Advisory Council

☒ Yes, I am interested in reappointment.

☐ No, I am no longer interested in serving on this Board.

Printed Name: Stephen Butler

Home Phone: _____ Work Phone: _____

Cell Phone: 858-221-2744

E-mail address: _____

Physical Address: 1105 Madison

Is the above address within City limits? Yes ☒ No _____

Mailing Address: 1105 Madison

Present Employer: _____ Job Title: _____

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

Yes _____ No ☒ If so, what is their relation to you? _____

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

Yes _____ No ☒ If so, what is their relation to you? _____

Please indicate your interest in continuing to serve on this Board/Committee: Yes

I am interested to serve.

Signature

Date

Stephen Butler

April 19, 2021

Application to serve on a Board/Committee

RECEIVED
APR 19 2021
CITY CLERK

First Name	Rebecca
Last Name	Miller
Address	1802 Crescent Dr
City	Alamogorodo
State	NM
Zip Code	88310
Phone Number	575-415-8636
Email Address	<u>rmm1802@gmail.com</u>
Is the above address within City Limits?	Yes
Present Employer:	Presbyterian
Board/Committee you would like to serve on (1st choice):	Parks & Recreation Board
Board/Committee you would like to serve on (2nd choice):	Senior Volunteer Programs Advisory Council
Are you related to anyone who is presently employed by the City of Alamogordo	No
If so, what is their relation to you?	Field not completed.
Are you related to an Elected Official of the City of Alamogordo?	No
Is so, what is their relation to you?	Field not completed.
Experience and education relating to the Board/Committee:	Bachelor degree in human and community services.
Please indicate your interest in serving on a City Board/Committee:	I would like to be involved in the betterment of the community that I have called home for over 20 years. I am a mother of 4 and I want to help the city they will grow up in is the best it can be.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/27/2021

Report Date: 4/20/2021

Report No: 13.

Submitted By:

Subject: Adjourn into Executive Session in compliance with 10-15-1(h)(7) NMSA (as amended) to discuss threatened or pending litigation potential lawsuit regarding encroachment issues at 24th Street and Canal.
(Roll Call Required)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: