



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

July 13, 2021 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

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 Hughes City Clerk

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

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

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

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

The Mayor and City Commission request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Commission Chambers to respond to or to conduct a phone conversation. The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4100.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT

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

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 June 22, 2021 Regular meeting. *(Rachel Hughs, City Clerk)*
2. Consider, and act upon, support of acceptance of the New Mexico Department of Tourism's "Clean and Beautiful" Grant award in the amount of \$47,784.35 for Keep Alamogordo Beautiful for fiscal year 2022. *(Josh Sides, Special Events Manager)*
3. Consider, and act upon, approval of the Annual Reports from City Boards, Commissions and Committees for Fiscal Year 2021. *(Rachel Hughs, City Clerk)*
4. Consider, and act upon, adoption and final publication of Ordinance 1631 Case Z-2021-0002(A) for a map amendment to change the zoning designation of the property with the legal description of Collins Tracts, Tract 16, Replat A from R-1 Single Family Dwelling to MH-1 Manufactured Housing Subdivision. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**
5. Consider, and act upon, adoption and final publication of Ordinance 1632 Amending Section 18-02-0808 of the Code of Ordinances of the City of Alamogordo, New Mexico Increasing the Salary of the Temporary Municipal Judge. *(Petria Bengoechea, City Attorney)* **(Roll Call Vote Required)**
6. Consider, and act upon, approval of the School Resource Officer contract between the City of Alamogordo and the Alamogordo Public Schools *(Chief of Police, Richard Denton)*
7. Consider, and act upon, approval of Resolution No. 2021-26 and acceptance of agreement between the City of Alamogordo and Alamogordo MainStreet for fiscal year 2022. *(Debbie Osborne, Grant Coordinator)* **(Roll Call Vote Required)**
8. Consider, and act upon, adoption and final publication of Ordinance 1633 Case Z-2021-0001(A) for a map amendment to change the zoning designation of the property with the legal description of College Addition, Replat 1, Block 16 & 17, Lot 1A also know as 1100 Jefferson Ave., from C-1 Neighborhood Business District to R-3 Two Family Dwelling District. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

9. Consider, and act upon, award of Public Works Bid No. 2021-004 to Sturgeon Services International related to the Rebid of Otero/Greentree Regional Landfill Cells No. 1 and No. 2 Closure project in an amount not to exceed \$464,275.78, including NMGR. *(Bob Johnson, Engineering Manager)*
10. Consider, and act upon, first publication of Ordinance 1634, amending Section 23-02-060 of the Alamogordo Code of Ordinances regarding exemptions for Lodgers Tax and to amend Section 23-02-030 to include additional definitions. *(Stephanie Hernandez, Assistant City Manager and Evelyn Huff, Finance Director)* **(Roll Call Required)**
11. Consider, and act upon, the placement of a new Resident Parking Only sign for home located at 1322 Vermont Avenue. *(Teresa Gutierrez, Deputy Clerk)*

12. Consider, and act upon, first publication of Ordinance 1635, Case Z-2021-0003(A) for a map amendment to change the zoning designation of the property located at 21066 US Hwy 70 West, from R-1 Single Family Dwelling District to C-3 Business District. (*Stella Rael, City Planner*) **(Roll Call Vote Required)**

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

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 6/30/2021

Report No: 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the June 22, 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., COMMISSION CHAMBERS
June 22, 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 6:32 p.m. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present. Invocation was given by City Clerk Hughs and the Pledge of Allegiance was led by Commissioner Payne.

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.**

CITY MANAGER'S REPORT

City Manager Cesar made the following remarks:

1. He said this was the first meeting we were back in the Chambers since March 2020. The sound system had been improved, and cameras could be controlled better. There would be some continued improvements including audience seating being brought back in. He thanked everyone involved in getting us back into the Chambers.
2. He said there was a Special Master Sale scheduled for July 23 on the steps of the County Courthouse for the properties that had recently been cleared, including 508 Maryland, the Rockwood property, and the Sahara Apartments.
3. He said on Wednesday, June 30th at the Civic Center, there was a Public Meeting scheduled regarding the Alamogordo Great Blocks, which was the Downtown area. The purpose of the meeting was as follows; "Alamogordo MainStreet in cooperation with the City of Alamogordo is sponsoring this meeting to discuss the proposed Alamogordo Great Blocks design. Residents, adjacent landowners and all interested parties are encouraged to attend and provide comments, concerns and suggestions regarding the completion of the project." He explained that MainStreet had State funding to do design and make enhancements in the Downtown area. This was the public's opportunity to come in and review the proposed project and make any comments or suggestions so the architect could incorporate some of the suggestions into the overall project. After the design was complete, MainStreet would go forward with securing the funding from the State to actually do the project.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Pro-Tem Sikes made the following comments:

She said over the course of the past year she had the pleasure of speaking with Peg Crimm and Lisa Yale, who were two women who had initiated a program locally called 100 Percent Community. This was the result of a book that was written about adverse childhood effects. They envisioned having committees in Alamogordo get together and try to abolish some of the reasons for adverse childhood effects. All ten committees, or sectors, had met today to share what each had accomplished in the year of Covid, and she and Commissioner McDonald were in attendance. Also, Commissioner Payne was on some of the sector committees, and she, herself, was a lead on transportation and also on the food committee. There were ten committees who were addressing, food, housing medical/dental, behavioral health, transportation, parental support, early childhood learning, community schools, youth mentoring, and job training. If those key areas were not addressed, young people would grow up with "adverse effects" which influenced everything in their lives. She wanted everyone to know that the food sector had put together a 2-page flyer which was available to anyone which listed every single food bank available in Alamogordo. There was a food bank every single day. The transportation sector was putting together a resource guide showing every available public transport in the community. The community schools sector had an RV purchased by the schools which covered many areas of need for children, including services like food, dental checkups, and resources for mental health. She invited anyone who was interested in becoming involved to contact her via phone or email.

CONSENT AGENDA

- 1. Approve the minutes for the June 8, 2021 Regular meeting. (*Rachel Hughs, City Clerk*)**
- 2. Consider, and act upon, adoption and final publication of Ordinance 1628 repealing Unlawful Possession of Marijuana. (*Petria Bengoechea, City Attorney*) (Roll Call Vote Required)**
- 3. Consider, and act upon, donating 2 (two) Segways to the Alamogordo Public Schools as requested by Alamogordo Public Schools. (*Richard Denton, Chief of Police*)**
- 4. Consider, and act upon, approval of the New Mexico Tourism Department (NMTD) Cooperative Marketing Grant, for the purpose of tourism advertising, up to \$65,991. (*Michelle Brideaux, Communications & Marketing Administrator*)**
- 5. Consider, and act upon, Resolution 2021-24 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 June 22, 2021. (*Evelyn Huff, Finance Director*) (Roll Call Vote Required)**

Commissioner Payne moved to approve.
Commissioner Wright seconded the motion.
Roll Call Vote was taken.
Motion carried with a vote of 7-0-0.

PUBLIC HEARINGS

- 6. Hearing, and possible action related to 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*)**

City Attorney Bengoechea said today's proceeding was quasi-judicial in nature, which was different than what this Commission normally did. During this hearing, the Commission would act as the fact-finding body, so they were required to consider all the evidence, consider the credibility of the witnesses, as well as the evidence. They would be required to ultimately enforce Resolution 2021-12 or rescind Resolution 2021-12. She was present on behalf on the City of Alamogordo, and Mr. Trexler, the property owner, was present as well. Before testimony, the Deputy City Clerk would swear in all the witnesses.

The witnesses were: William Edward Trexler, Jr., John Stroop, James Baker, and Michael Pasden. Deputy Clerk Gutierrez asked all of the witnesses to raise their right hand, and they were sworn in.

City Attorney Bengoechea said Resolution 2021-12 came before the Commission in April. What was most important to know was some of the statements Mr. Trexler had made to staff the day they arrived to serve the Administrative Search Warrant. He told the City staff that there was mold in the home wall-to-wall. He told them that with all the foot traffic going in and out, it would be stirring it up and that it was likely some City employees would get sick from respiratory infections and that they were "on their own". He also told staff that his daughter had not been in the home in over ten years because it was so dangerous to enter. When staff went in that day, this was a property owner who was already aware that there were some serious issues.

City Attorney Bengoechea asked Lt. Stroop to please state his name and title. Lt. Stroop stated he was John Stroop, Shift Lieutenant with the Alamogordo Fire Department, as well as a Fire Inspector. City Attorney Bengoechea asked if he had any other occupations? Lt. Stroop said he also had 35 years of residential construction experience, with twenty of that acting as a foreman. City Attorney Bengoechea asked if he had occasion to inspect the property at 2414 Telles in April 2021. Lt. Stroop said yes. She asked him what the condition of the structure was on that day, in general terms. Lt. Stroop said the condition of the entire structure was extremely poor. There was no way to secure the property. The roof had failed in many places. It was open to the elements which allowed for persons, animals, and weather to all enter the structure at any time. A structure like this did not just happen overnight for it to become this dilapidated. This had happened for over quite a long period of time. It appeared from just walking through the structure and from the outside of it that nothing had been done at any time to stop the degradation that was happening to the structure.

City Attorney Bengoechea asked Lt. Stroop to speak more specifically about the issues with the structure, specifically the roof and the mold situation inside the home. Lt. Stroop said with the holes in the roof as they currently were, it allowed for any type of weather to come in, including rain, snow, and dust. All of this was accumulating in the home and over time the majority of the ceiling coverings had all collapsed. In photo No. 111, it showed a ray of sunshine coming through the roof and what appeared as dust particles in the air. That was not just dust, as there were hundreds of pigeons that were living inside of this house. The main thing he was concerned about with that was a respiratory disease call histoplasmosis which was found predominantly in high concentrations of bird droppings. The pictures showed inches of pigeon droppings throughout the entire structure. In picture No. 111 which showed the mold and spores that had been disturbed, they were disturbed by wind going through the structure, missing windows, doors that were not secured, including doors on the inside of the building as well, and the roof with a majority of it missing. So anytime a bird flew through there, a person went through there, or the wind blew, it stirred up the histoplasma fungus which was then released into the atmosphere around the house. Signs and symptoms for histoplasmosis were feeling ill, fever, chest pains, and a dry cough. It mainly affected infants under 2 years old and adults over 55 years old, which was going to be the majority of that neighborhood. It was a huge health risk at any time just walking past this building. Staff had on HEPA filtration masks, and he still did not think that was enough. This building was that dilapidated.

City Attorney Bengoechea said in his estimation as both a Fire Inspector and with his years as a contractor, did he believe this building could or should be rehabilitated. Lt. Stroop said it had extended to the point where it would be too cost prohibitive even for that neighborhood. Market analysis of that neighborhood put the houses in the mid-\$90,000 to \$120,000 range, which was approximately \$69.50 per square foot. This house was listed at 2,144 square feet, so even at that cost it put the house in the range of \$140,000 if it was a marketable home. You could not rehabilitate that house for that amount of money as it would be cost prohibitive. That house was built in 1958, and homes built between the 1950's and the 1960's used a lot of asbestos. One of the first things that would have to be done was a test of the house checking for asbestos because that would have to be removed before any remodeling or any abatement of the property could even take place. Predominantly during that timeframe, the ceiling tiles were made with asbestos fiber, and they were throughout a majority of the house. He could not say as a fact that they had asbestos in them, but for the time period of the house, that was something which would have to be checked before any type of abatement could be done. The roof was a tar and gravel composite because it was less than a two and twelve pitch and was not allowed to have any kind of a shingled roof on it. The majority of the roof was already missing. The tar and membrane that was used possibly had asbestos in it. The stucco used on the outside of the house, being from that timeframe, possibly had asbestos in it. A lot of the floor coverings and even a lot of the walls were covered in these asbestos tiles. Before any work could even be done, they would have to do an abatement and come in and test the premises, which was not cheap. Then if there was an abatement which would need to be done on any of those things they found, that was another cost which would be added to it before they could even start working to rehabilitate the property.

City Attorney Bengoechea asked Lt. Stroop to describe the fire risk that existed right now with the status of the power still being turned on, as well as the missing roof and the elements that were getting in. Lt. Stroop said the City of Alamogordo had adopted International Fire Code 2015. There was still electrical power on this house. It had a current, active meter which was open to weather. At any point water was going to be able to infiltrate this system and start a fire. It posed a fire hazard to the properties surrounding it. There were two very large Mulberry trees in the backyard which almost extended to the property behind it. These trees had not been trimmed or maintained like they were supposed to be so fire would easily get up into the trees and extend to the property next to it, as well as the radiant heat to the property to the west of the structure. With the condition of this home and the fact that it had been so neglected over the years and if it were to catch on fire, as a supervisor in the Fire Department, there was no way he would risk his men's lives to go into a home in this shape to try and save it. They would basically be concerned with the structures to the side and behind it and protecting them.

Mr. Trexler asked Lt. Stroop what made him think that the house had any asbestos in it. Lt. Stroop said from the timeframe the house was constructed. He was not an asbestos inspector, but he just knew that from the timeframe the house was built, there was asbestos used in those things. Mr. Trexler disagreed. They were the first people to move into that neighborhood and they moved in on September 23, 1957. They were not using asbestos in that house at that time. Lt. Stroop clarified that asbestos was used in the building products at that time and they did not have to disclose it until 1976 by Federal law. Mr. Trexler asked what building products he was speaking of. Lt. Stroop said the ceiling tiles, flooring material, roofing materials, and stucco. Mr. Trexler disagreed that any materials had asbestos in them.

****Note:** At this point the meeting recording stopped.

Other witnesses to speak included City of Alamogordo Code Enforcement Supervisor James Baker, and Mr. Michael Pasden, owner of a neighboring property.

Code Enforcement Supervisor Baker reiterated the horrible condition of the house, including having to dodge pigeons when he was in the house.

City Attorney Bengoechea asked the neighbor, Mr. Pasden, how living next door to this house had affected him. He replied that it was so bad, and there were constantly pigeons in the house unless a hawk would come in to eat the pigeons. One time he actually saw a hawk grab a pigeon and take it into a tree across the road and pull its head off and then proceed to eat the pigeon. He had to chase kids out of the house at times, and he had to regularly call Code Enforcement to file complaints. He even offered to go and paint the house on the outside just to make it look better. He stated that something had to be done about it.

Mr. Trexler said he grew up in that house and they had moved in there in 1957, so he was partial to it. He said the house is in better shape than people were making it out to be. He said he and his mother had ended up in Las Cruces after his mom got the wrong medication in 2012. During that time, the roof caved in due to the monsoons. However, his mother was his priority and the hospital stay took all of their resources. He stated he knew the roof had to be replaced and the whole house would have to be rebuilt.

Mayor Boss asked Mr. Trexler if he had plans to do that. Mr. Trexler said when the City Attorney brought action against him, he was already planning to rebuild the house, but because of the action of the City he had to put it on hold. He said the house was structurally sound. If you looked at the walls, they were not bowing out and the rafters were not sagging.

Commissioner Payne asked City Attorney Bengoechea to repeat the statements that Mr. Trexler had made to staff regarding the house. City Attorney Bengoechea Petria repeated that he told the City staff that there was mold in the home wall-to-wall. He told them that with all the foot traffic going in and out, it would be stirring it up and that it was likely some City employees would get sick from respiratory infections and that they were "on their own". He also told staff that his daughter had not been in the home in over ten years because it was so dangerous to enter.

Commissioner Payne asked Mr. Trexler if he had made those statements. Mr. Trexler answered yes. Commissioner Payne said if Mr. Trexler would not let his own daughter go in that house, then why would one of our Officers go in there to stop a criminal. She said she did not believe that he would fix that house any time soon.

Mayor Pro-Tem Sikes asked Mr. Trexler how much money he had paid in fines in going to court over the years on this issue. Mr. Trexler said \$300. Mayor Pro-Tem Sikes said any money he had spent on court fees could have been used to repair the home instead.

Commissioner Payne asked when the roof had failed. Mr. Trexler said in 2012. Commissioner Payne asked him if there was insurance on the house. Mr. Trexler said he did not even think about insurance at that time as he only had one thing on his mind, which was his mom. Commissioner Payne asked again if he had insurance. Mr. Trexler said yes, back then but not now. Commissioner Payne asked Mr. Trexler what he would do if someone got hurt in the house. Mr. Trexler said he would lawyer up and challenge it.

Commissioner Rardin asked Mr. Trexler if he had the means to call a contractor tomorrow to secure the house. Mr. Trexler answered that he did now, but he had to weigh the cost to fix it. Commissioner Rardin said he was a contractor and had rehabbed a house close to this one. He knew this house had been a problem for some years.

Mayor Pro-Tem Sikes asked City Attorney Bengoechea what the process would be if the Commission voted to enforce the Resolution. City Attorney Bengoechea said that Mr. Trexler would have a fixed amount of time to appeal and proceed to District Court. Mayor Pro-Tem Sikes asked what the process would be if the Commission voted to rescind the Resolution. City Attorney Bengoechea said all action would stop.

**Mayor Pro-Tem Sikes moved to enforce the Resolution.
Commissioner Payne seconded the motion.
Roll Call Vote was taken.
Motion carried with a vote of 7-0-0.**

NEW BUSINESS

7. Consider, and act upon, award of Public Works Bid No. 2021-003 to La Luz Dirt & Paving LLC related to the Scenic Drive Extension to Mesa Verde Ranch Road project in an amount not to exceed \$2,796,659.72, including NMGR. (*Nancy Beshaler, Project Manager and Bob Johnson, Engineering Manager*)

Project Manager Beshaler said the work in this project would consist of new asphalt roadway construction, including sidewalk, curb and gutter, mass grading, material import, subgrade preparation, base and surface course placement. The roadway would include a new railroad crossing and drainage improvements within railroad right-of-way. New potable water lines and sanitary sewer lines would be constructed below the roadway surface. Each utility would be encased beneath the railroad. Miscellaneous work included seeding, driveway construction, median construction signage, striping, traffic control, and traffic signal modification. Bids were opened on June 9, 2021, and the low bidder was La Luz Dirt & Paving LLC.

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

8. Consider, and act upon, approval of Change Order 2 to Smith Engineering Company in the amount of \$130,159.14, including NMGR, related to the Scenic Drive to Mesa Verde Ranch Road project. (*Bob Johnson, Engineering Manager and Nancy Beshaler, Project Manager*)

Engineering Manager Johnson said the bid opening for construction was June 9, 2021. This Change Order for Smith Engineering Company would provide construction administration and support services for the construction phase, as well as design of negotiated improvements for the closure of the road crossing at 8th Street.

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

9. Consider, and act upon, Resolution 2021-25 authorizing the release of certain liens that fall outside the statute of limitations. (*Petria Bengoechea, City Attorney*) (Roll Call Vote Required)

City Attorney Bengoechea said this Resolution contemplated releasing liens that the City had been unable to collect. State law imposed a four-year Statute of Limitations, and these liens were beyond that as they were filed in 2014.

**Mayor Boss moved to approve.
Commissioner Rardin seconded the motion.
Roll Call Vote was taken.
Motion carried with a vote of 7-0-0.**

10. Consider, and act upon, the Joint Powers Agreement for a Public Safety Answering Point between Otero County, City of Alamogordo, and the Village of Cloudcroft. (*Richard Denton, Chief of Police*)

Police Chief Denton pointed out that the Village of Tularosa had not gotten on board with this JPA as they wanted to have their own dispatch.

Commissioner Payne said for the benefit of those listening, would the Chief please explain the PSAP concept and the benefits of it. Police Chief Denton said this was a Joint Powers Agreement to move forward with a public safety answering point, or PSAP as it was known. This would combine the County of Otero, the City of Alamogordo, and the Village of Cloudcroft to have one dispatch center. The County would be the fiscal agent, and he believed that in the long run it would save money for all entities involved.

Mayor Boss moved to approve.

Commissioner Rardin seconded the motion.

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

11. Consider, and act upon, Case V-2021-0002(A) to allow a front setback of 12' 1" (for the residence at the rear of the property which faces Puerto Rico Ave) located at 1101 8th Street within an R-3 (Two Family Dwelling District). (*Stella Rael, City Planner*) (Roll Call Vote Required)

City Planner Rael said the property owners were proposing to subdivide the parcel located at 1101 8th Street. The parcel was within the R-3 Two Family Dwelling District, and there were currently two separate residential dwellings on the parcel. Both the dwellings would meet all the required setbacks per current Ordinance with the exception of the front setback for the rear dwelling facing Puerto Rico Avenue. In order to approve the replat and allow the subdividing of the parcel, the variance must be approved.

Commissioner Wright moved to approve.

Mayor Pro-Tem Sikes seconded the motion.

Roll Call Vote was taken.

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

12. Consider, and act upon, first publication of Ordinance 1633 Case Z-2021-0001(A) for a map amendment to change the zoning designation of the property with the legal description of College Addition, Replat 1, Block 16 & 17, Lot 1A also known as 1100 Jefferson Ave., from C-1 Neighborhood Business District to R-3 Two Family Dwelling District. (*Stella Rael, City Planner*) (Roll Call Vote Required)

City Planner Rael said the parcel located at 1100 Jefferson Avenue had been within the C-1 Neighborhood Business District since 1994 when the property owner applied for a map amendment to change the zoning from R-3 Two Family Dwelling to C-1 Neighborhood Business District in order to operate a business currently known as Deanna Brady, CPA. The property owner was now requesting a map amendment to have the property zoned to its original zoning. Through the Business License process, Ms. Brady would apply for a Home Occupation designation.

Mayor Boss pointed out that many years ago in the 1980's, he and Ms. Brady ran a CPA business together. However, he had not seen her or spoken to her in many years, and therefore, he did not plan to recuse himself from the vote on this item.

**Commissioner Rardin moved to approve.
Commissioner Wright seconded the motion.
Roll Call Vote was taken.
Motion carried with a vote of 7-0-0.**

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

Mayor Boss read the openings and appointed Nicole Maxwell to her first term on the Airport Zoning Board, and reappointed Susan Hopkins to her third term on the Senior Volunteer Programs Advisory Council. No one was opposed.

**Commissioner Rardin moved to adjourn at 8:24 p.m.
Commissioner Wright seconded the motion.
Motion carried with a vote of 7-0-0.**

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Teresa Gutierrez, Deputy City Clerk)
Approved at the Regular Meeting held on July 13, 2021.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 6/30/2021

Report No: 2.

Submitted By: Josh Sides

Subject: Consider, and act upon, support of acceptance of the New Mexico Department of Tourism's "Clean and Beautiful" Grant award in the amount of \$47,784.35 for Keep Alamogordo Beautiful for fiscal year 2022. *(Josh Sides, Special Events Manager)*

Fiscal Impact: \$47,784.35

Amount Budgeted: \$0.00

Fund: 037

Additional Fiscal Impact:

Recommendation: Approve and support the acceptance and implementation of funds awarded by the New Mexico Department of Tourism.

Background: Keep Alamogordo Beautiful has been a program in place by the City of Alamogordo for approximately twenty-five years. The majority of funds for the program have come yearly from the New Mexico Department of Tourism's "Clean and Beautiful Grant".

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Litter Control and Beautification
“Clean & Beautiful” Grant Program Agreement**

THIS AGREEMENT, numbered **22-418-6002-00026-00**, is made and entered into by the State of New Mexico Tourism Department, hereinafter referred to as the “NMTD,” and **City of Alamogordo**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

WHEREAS, the purpose of the New Mexico “Litter Control and Beautification Act,” NMSA 1978, § 67-16-1 et seq. (hereinafter “the Act”) is to control litter by authorizing NMTD to eliminate litter from the state to the maximum practical extent through a state-coordinated plan of education, control, prevention, and elimination; and

WHEREAS, the “Litter Control and Beautification Fund,” hereinafter “the Fund,” is appropriated to NMTD for the purpose of carrying out the provisions of the Act; and

WHEREAS, the Act provides that NMTD may contract with other state and local government agencies to carry out the provisions of the Act;

AGREEMENT

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Perform and complete the projects and programs, expending all related funds, as outlined in the Project Award Schedule, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Acknowledge and comply with all Grant Program Guidelines, as approved by NMTD and attached hereto as *Exhibit B*.
- C. Complete and submit all required documentation for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.
- D. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner’s eligibility for future awards.

II. Obligations of NMTD.

- A. Provide award funds for all eligible expenses in accordance with the Act and according to *Exhibit A* and *Exhibit B*.

- B. Provide access to all forms required for submission for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.

III. Additional Terms & Conditions:

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2022**. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto, with the exception of Exhibit A, which may be adjusted by authorization of the NMTD Tourism Development Division Director.
- D. Neither Party will be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing Party's control and without such Party's fault or negligence, such as acts of God, pandemic-related public health orders, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, NMTD will withhold payment of award funds as set forth in Exhibit A.
- E. Partner shall obtain prior approval from NMTD for any and all use of the KNMT Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- F. Partner shall ensure that any activities carried out in accordance with this Agreement conform to all current Public Health Orders and corresponding COVID-Safe Practices.
- G. The Parties shall not be jointly liable. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.

- H. This Agreement is governed by the laws of the State of New Mexico.
- I. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- J. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service, by electronic mail or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
Lucy Stanus, Clean & Beautiful Program Coordinator
491 Old Santa Fe Trail | Santa Fe, NM 87501
505-660-4734 | lucy.stanus@state.nm.us

To Partner: City of Alamogordo
Brian Cesar
1376 E. 9th Street | Alamogordo, NM 88310
575-439-4200 | bcesar@ci.alamogordo.nm.us
Program Manager: Josh Sides
Phone: 575-439-4279
Email: jsides@ci.alamogordo.nm.us

- K. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Cabinet Secretary listed below.

By: _____

Date: _____

Print Name: _____
For PARTNER (**City of Alamogordo**)

By: _____
Isabel B. Lopez, NMTD Chief Financial Officer

Date: _____

Approved for legal sufficiency:

By: _____
Allison P. Martinez, NMTD General Counsel

Date: _____

By: _____
Jen Paul Schroer, NMTD Cabinet Secretary

Date: _____

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **01-406012-004**

By: _____
Taxation and Revenue Department

Date: _____

EXHIBIT A PROJECT AWARD SCHEDULE CITY OF ALAMOGORDO					
	<u>Goal 1</u>	<u>Goal 2</u>	<u>Goal 3</u>	<u>Goal 4</u>	<u>Goal 5</u>
End Littering					
1.1 Clean-up Supplies	\$3,142.00				
Reduce Waste					
Beautify Communities					
3.1 Paiute Park Landscaping			\$8,602.35		
3.2 Zoo Landscaping			\$4,630.00		
Empower Youth					
4.2 Youth Groups				\$9,180.00	
4.3 Youth Interns				\$20,000.00	
Increase Program Capacity					
5.2 KAB Dues					\$230.00
5.3 KAB Conference					\$2,000.00
Subtotals	\$3,142.00	\$0.00	\$13,232.35	\$29,180.00	\$2,230.00
Total Award	\$47,784.35				

<i>Lancing Adams</i>	6/22/21
Approved by: NMTD Tourism Development Division Director	Date

EXHIBIT B

NEW MEXICO TOURISM DEPARTMENT CLEAN AND BEAUTIFUL GRANT PROGRAM FY22 GUIDELINES

GRANT PURPOSE

The purpose of the New Mexico “Litter Control and Beautification Act,” NMSA 1978, § 67-16-1 et seq., is to accomplish litter control by vesting in the Department the authority to eliminate litter from the state to the maximum practical extent. The department shall aid in establishing a statewide Keep America Beautiful program through the New Mexico Clean and Beautiful grant program to end littering, improve recycling, and beautify New Mexico communities.

ELIGIBILITY

All New Mexico municipalities, counties, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding (correct CRS numbers are required within the application process). Entities need not be Keep America Beautiful affiliates to apply.

ELIGIBLE EXPENDITURES

Projects and initiatives that contribute to the following goals and objectives, as identified through Keep America Beautiful and the Litter Control and Beautification Act, may be eligible for funding:

Goal #1 - End Littering

- Objective 1.1 – Prevent littering.
- Objective 1.2 – Provide access to proper waste disposal.
- Objective 1.3 – Remove litter.

Goal #2 – Reduce Waste

- Objective 2.1 – Reuse.
- Objective 2.2 – Repair.
- Objective 2.3 – Repurpose.
- Objective 2.4 – Improve composting and sustainable food management.
- Objective 2.5 – Improve recycling and sustainable materials management.

Goal #3 - Beautify Communities

- Objective 3.1 – Improve green spaces through sustainable park design.
- Objective 3.2 – Maximize sustainable landscaping throughout communities.
- Objective 3.3 – Prevent graffiti.
- Objective 3.4 – Eradicate graffiti.

Goal #4 – Empower Youth

- Objective 4.1 – Educate students.
- Objective 4.2 – Provide service opportunities for youth groups.
- Objective 4.3 – Employ youth interns.
- Objective 4.4 – Provide youth leadership opportunities.

- Youth initiatives must directly contribute to at least one of the above-mentioned goals
- Applicants may either hire a youth group as a subcontractor, or hire individual youths
- For individual youth interns:
 - a) Individuals must be between 14 to 25 years of age
 - b) Salary range = at least local minimum wage
 - c) Youth Employment Verification forms are required for each youth employed

Goal #5 – Increase Program Capacity

- Objective 5.1 – Recruit and engage volunteers.
- Objective 5.2 – Build coalitions through professional affiliations.
- Objective 5.3 – Increase knowledge through professional development.

EXHIBIT B

- Activities must directly contribute to at least one of the above-mentioned goals

MATCHING REQUIREMENTS

This grant requires a 25% match. The following sections may be used to determine the costs and calculate totals for In-Kind & Monetary Donations, which must be reported in the End-of-Year Report.

Donated Goods or Services:

Entities may receive non-monetary contributions of goods or services, often referred to as “in-kind donations” from businesses, groups and individuals. Examples include private waste hauler services, “pro-bono” accounting services, food/drinks, donated advertising space, or office space in a non-government building. The dollar value of any donated goods or services is equal to the market price of the goods or services contributed. Whenever possible, submit the dollar-value in writing.

How to Calculate Government Costs:

Government employee time and services for which they receive government salary, overtime or compensatory time are considered a cost. If a government employee is working on a project on their own time, as a volunteer or board member, calculate their time as a volunteer hour. Government in-kind goods include hauling by sanitation vehicles, printing, and the use of consumable supplies. To calculate the value of in-kind government agency costs, estimate the market value of the goods or services provided to your affiliate and add to that the dollar-value for each hour of work given by government employees.

Volunteer Hours:

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Each volunteer hour should be assigned the applicable state value provided by Independent Sector unless a professional provides a specific value for professional services. Current value for volunteer hours is available at https://www.independentsector.org/volunteer_time.

GRANT AGREEMENT

The grant award will be officially executed upon receipt by NMTD of the signed grant agreement. Agreements will include two accompanying exhibits: Project Award Schedule (*Exhibit A*) and these Grant Program Guidelines (*Exhibit B*).

INITIAL DISBURSEMENT OF FUNDS

For FY22 grant awards, Partners will be eligible to receive 50% of the total award amount following the execution of the grant agreement and submission of the Initial Disbursement Invoice. This form is available for download at the NM Clean & Beautiful Grant Resources webpage.

REIMBURSEMENT REQUIREMENTS

In order to receive reimbursement for the remaining 50% of the total award amount, Partners must submit the Final Reimbursement Request Packet at project end.

Final Reimbursement Request Packet should include, submitted no later than June 15, 2022:

- Final Reimbursement Invoice
- Total Project Expense Worksheet with back-up documentation*
- Youth Employment Verification forms, if applicable
- Event and trainings registration confirmations, and KAB Affiliate dues receipt, if applicable

Final Reimbursement Request Packet should include, submitted no later than July 5, 2022:

- End-of-Year Report
- Volunteer Sign-in Sheet, if applicable

*Eligible back-up documentation includes:

EXHIBIT B

1. Invoices *or* receipts

AND

2. Cleared checks, warrants, bank statements *or* an attestation by Partner's CFO or equivalent financial authority

SUBMISSION REQUIREMENTS

- All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage at: <https://nmtourism.smapply.io/res/p/nmcbresources/>
- Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: <https://nmtourism.smapply.io/> or by email to lucy.stanus@state.nm.us

PROGRAM ASSISTANCE

Clean & Beautiful Grant Program Coordinator (Lucy Stanus) will establish communication schedules and provide technical assistance for all awardees. She can be reached by email at lucy.stanus@state.nm.us or by phone at 505-660-4734.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 7/6/2021

Report No: 3.

Submitted By: Teresa Gutierrez

Subject: Consider, and act upon, approval of the Annual Reports from City Boards, Commissions and Committees for Fiscal Year 2021. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Reports.

Background: At least once each year Public Boards, Commissions or Committees are required to present a written report to the Mayor and City Commission of its activities for the past year, any recommendations as may be deemed appropriate and a record of member attendance for the term of the year. Attached are the reports for the following Boards or Committees:

Current list of active Boards, Commissions, or Committees:

- 1) Airport Advisory Board
- 2) Airport Zoning Board
- 3) Alamogordo Promotion Board
- 4) Alamogordo Public Library Board
- 5) Cemetery Board
- 6) Mayor's Committee on Aging
- 7) Parks and Recreation Board
- 8) Planning and Zoning Commission
- 9) Senior Volunteer Programs Advisory Council

Due to COVID-19, many Boards and Committees did not meet.

City of Alamogordo Airport Advisory Board
Annual Report to the City Commission – FY2021
Reporting period: July 1, 2020 through June 30, 2021

The following report is submitted by the Airport Advisory Board for FY2021, in accordance with Ordinance No. 1014 requiring all Boards, Commissions and Committees to submit a written Annual Report to the City Commission.

The Airport Advisory Board is a 5-member board with each member serving a 2-year term. Currently, all board member positions are filled. There were no vacancies of board member positions for the calendar year. The change was effective with the November regular meeting. The Airport Advisory Board holds regular meetings on the first Thursday of the month at the Alamogordo-White Sands Regional Airport.

The AAB membership and leadership positions remained the same all year and quorums were obtained for all meetings held. In addition, all AAB members, in groups of 2 or less, were actively involved with a wide assortment of additional airport events, briefings, and meetings.

FY2021 AAB Activities and Events:

Report of activities and events is submitted by Lance Grace, Airport Advisory Board Chairman.

The following is a list of significant events that occurred at the Alamogordo-White Sands Regional Airport (ALM) from July 1, 2020 through June 30, 2021.

- Due to the COVID-19 pandemic, only one board meeting was held during the entire year. That meeting was in May 2021. However, significant additional meetings for specific issues were conducted with two or less members in attendance.
- BAE-146, RJ-45 and MD-87 next generation airtanker fire-fighting operations were conducted on multiple occasions resulting in many refueling and slurry reloads.
 - These flight operations continue at ALM during hot weather due to the completion of the runway extension.
 - Operations included additional twin-engine aircraft used as lead planes & sensor platforms.
- Army helicopter traffic for HAMITs training has continued.
 - No noise complaints have been received due to the arrival and departure routing procedures coordinated with the Army.
- A commercial company conducted aggressor support for the USAF using Mirage F-1 fighters flying out of ALM for approximately one week. They flew a total of 75 sorties out of ALM.
- A commercial company who flies aggressor support for the USAF out of Holloman AFB used the airport as their alternate for landing their fighters when the Holloman tower had a fire.
- A USAF program used ALM as their airfield during a weeklong test program for their twin-engine turboprop aircraft.
- Continued use by UPS/FedEx, patient transportation by helicopter and fixed wing aircraft & contracted aircraft for support of military test and training missions for WSMR & HMN.
- Two members of the board were part of a small group of community members who worked with the FAA to try to see if the planned taxiway rejuvenation could be changed into a project where the taxiway would be moved to a location 400' separated from the main runway. The

purpose was to prepare the airport for operations of aircraft typically used for airtankers (already using the airport) and possible future regional jet service.

- Armstrong Engineering prepared cost analysis for both projects showing the moving of the taxiway would cost about \$300K more than the simple rejuvenation plan on the approximate \$7M projects.
 - The FAA rejected the idea, not due to cost but because of lack of current requirements.
 - The movement of the taxiway has been documented as a requirement for over 30 years.
 - Senator Lujan, along with a number of his aids, visited ALM to discuss this subject. The outcome of that visit is still not known.
- All hangars are at capacity with privately owned general aviation (GA) aircraft.
 - Engine exhaust nozzles were obtained from Holloman for the City's static display F-4.
 - WSSA conducted significant glider flight operations throughout the COVID-19 shutdown resulting in an increased level of flying over the previous non-COVID-19 year.
 - The Holloman Aero Club began dual instruction flights that had been discontinued due to COVID-19.

Focus for FY2022

The most important focus for the upcoming year will be preparing the airport infrastructure for future Regional Jet service.

Questions you may have regarding the AAB activities or focus are welcomed and can be answered by board chairman Lance Grace or any Airport Advisory Board member.

Lance Grace, Chairman
(575)491-4260
LanceCGrace@gmail.com

FY21 AAB Board Member Meeting Attendance:

Member	*Regular Meeting 07/02/20	*Regular Meeting 08/06/20	*Regular Meeting 09/03/20	*Regular Meeting 10/01/20	*Regular Meeting 11/05/20	*Regular Meeting 12/03/20	*Regular Meeting 01/2021	*Regular Meeting 02/2021	*Regular Meeting 03/2021	*Regular Meeting 04/2021	Special Meeting 05/13/21	*Regular Meeting 06/2021
Lance Grace, Chair											X	
Manny Gonzales, Vice-Chair											X	
Rob Hicks											X	
Jeff Rabon											X	
Erich Wuersching											X	

* July 2020 through April 2021 - meetings cancelled due to COVID-19 pandemic restrictions in place.

*June 2021 – no meeting scheduled

Airport Zoning Board Annual Report
Alamogordo-White Sands Regional Airport (ALM)
May 28, 2021

County Representative: Larry C. Drake
County Representative: Vacant
City representative: Lee Scholes
City representative: Vacant
At Large Representative: SrA Dana Wilkie

Airport Manager (AM): Jim Talbert

The Airport Zoning Board did not meet during FY 21.

Respectively Submitted;

A handwritten signature in black ink, appearing to read "Jim Talbert", written over the printed name.

Jim Talbert
Alamogordo Airport Manager

City of Alamogordo Promotion Board

Annual Report for FY21



In accordance with Ordinance No. 1014 requiring that all Boards, commissions and Committees submit a written Annual Report to the City Commission, below is the Annual report for the City of Alamogordo Promotion Board for FY21

Summary

The Promotion Board makes recommendations to staff and City Commission as to the promotion of the City of Alamogordo, including tourism, resident relocation, quality of life and overall marketing. The Board consists of five members (two lodging industry representatives, two tourism related industry representatives, and one at-large member): Bob Flotte, Owner of KHII & KEDU Radio; Chris Orwoll, Director of the New Mexico Museum of Space History; Marianne Schweers, Owner of the Heart of the Desert Pistachios & Wine; Nate Mandalia, Manager of The Classic Desert Aire Hotel; and Jessica Blackwell, Manager of the Hampton Inn, make up the current Board. Promotional advertising for FY21 was a little different and limited due to the Covid pandemic. Some of the items included were print advertising in tourism magazines, Texas Monthly, and visitor guides; digital advertising on tourism websites; LCD display ads in the El Paso Airport; a redesign of the brochures for Alamogordo; Newsletters and media blasts to our growing email list; social media advertising; creation of new photo and video assets related to Recovery Readiness; and regular updates to the tourism website. The NMTD's Co-op Marketing Grant was canceled for FY21, but the NMTD instead offered many different opportunities to past partners to improve Google listings, create virtual tourism, new google photospheres and much more. The City took advantage of every opportunity offered. Reminder, all this advertising, if successful, should lead to more overnight visitors and an increase in the Lodger's Tax, which is where the funding for the advertising comes from. That is why this advertising is targeted to populations that live outside of a 50 miles radius of City, additional demographics are also considered to increase our conversion rate.

Highlights for FY 21

- The NMTD launched a refresh of the New Mexico True brand. The new branding is a little cleaner and simpler, it continues to focus on experiences (sight doing not sightseeing), "True" statements, and our state moto, "Land of Enchantment" All our logo lockups have been updated and we have the greenlight to use them.
- Our NMTD NM True Story, filmed the end of 2019 was updated with the new NMTD branding it can be found on the City's YouTube page at the following link <https://youtu.be/wwX4EDUF7ds>
- The **Alamogordo Tourism Industry Partners**, which helps to bring together all the local attractions, hotels/motels, restaurants, City, Chamber and Parks/Forest to help to grow visitation and improve visitor experiences in our community, was not able to meet this year but involved parties are excited to begin meeting again with the lifting of Covid restrictions. There is a Facebook group where information was shared throughout 2020 and continues to be utilized.
- We provided local Alamogordo photography to Fly Roswell to utilize in their promotion of their new PHX flight.
- **A new 90 room hotel opened** in June 2021, the Hilton Home2Suites. We are excited to have the addition of 90 rooms to our community and the additional Lodger's Tax it will also bring in.
- **Branding for White Sands National Park** – It is important that Alamogordo is recognized as the "Gateway Community" to, and the "Home of", our Nation's 62nd National Park, White Sands National Park. The City has created a "Brand" for White Sands National Park and to ensure that. A logo has been created and business kits will be developed. Businesses who want to partner will be able to obtain these kits at no charge. This effort will help increase tourism to our community, as well as support local businesses, helping them to take advantage of the increased visitation to our community.

- **Southeast Regional Tourism Board** – Michelle Brideaux is a Board Member who was appointed by the State Tourism Secretary. The group meets Quarterly, for all FY21 the meetings were via Zoom rather than in different regional cities. The Winter Quarterly is always held following the Trends Conference in Santa Fe and the Spring Meeting is held following the Governor’s Conference on Hospitality and Tourism. Being a part of this board is incredibly important to our community to ensure that our voice is heard and that we receive as much attention and support as possible from the Tourism Dept. It is also a great resource and allows all the communities in the Southeast region to work together to help drive tourism to our part of the State. Having a seat on this board also gives Alamogordo an inside track to what is happening at the State Level.
- **White Sands National Park** – White Sands became a National Park the end of December 2019. This was very exciting for our community, and we had just started to see the impact redesignation was having on visitation when COVID halted everything. WSNP was closed for 4 months in 2020 (April – July), once they reopened in August visitation exploded. Every month since they reopened has had visitation that well exceeded the year prior (or 2 years prior for this April, May & June) except December of 2020, which is a month that we traditionally have a lot of foreign visitors, and overseas travel was still limited at that time. As expected and predicted through the economic studies, the redesignation of the White Sands from National Monument to National Park has been very beneficial for our community.
- **Google DMO Program** – The City of Alamogordo was accepted into a program funded by the State Tourism Dept. along with a company called Miles Partnership at the end of FY20 and continued into FY21. The first phase involved an audit of local, business and attraction Google listings. They focused on helping our City, and local businesses/attractions to improve their presence on Google which is incredibly important to economic development, increase visitation, improving the perception of our community and improving quality of life. The second phase included 360 Amplification, new Google Street Views, 360 Photospheres and the creation of a virtual tour highlighting 5 attractions in our community.
- Other programs we participated in included Social Content creation and implementation of 2 posts a week every week for a year, 2 written articles by NM Magazine staff, custom newsletter creation and distribution and Covid-safe photography/video creation.
- In June of 2020 the City of Alamogordo was awarded the **highest Co-op Marketing Grant they have ever received from the NM Tourism Dept. (NMTD)** with matched advertising valued at **\$65,991** for FY22.

COVID19 on the Budget & Lodger’s Tax Revenue

COVID-19 was expected to impact the FY21 revenue significantly. The FY budget was cut by more than 62% based on the restrictions that were to be implemented on hotel occupancy. Original FY21 estimated revenue was set at \$121,710. Thankfully, hotel stays were better than expected and we saw that throughout the year. The budget was revised to \$174, 739 in the spring and as of this report, FY21 has exceeded the FY20’s total revenue by 3.89% at \$226,605. Very good news!

Meetings Held & Attendance

July 17, 2020 – Meeting Canceled – COVID-19
August 19, 2020 - Meeting Canceled – COVID-19
September 16, 2020 - Meeting Canceled – COVID-19
October 21, 2020 - Meeting Canceled – COVID-19

November 18, 2020 - Meeting Canceled – COVID-19
December 16, 2020 - Meeting Canceled – COVID-19
June 23, 2021 - Committee Met

Attendance for Promotions Board FY21

The Promotion Board meets the third Wednesday of each month at 10:00 am in the General Conference Room at City Hall

Month	Present	Absent
July	Meeting Canceled – COVID-19	
August	Meeting Canceled – COVID-19	
September	Meeting Canceled – COVID-19	
October	Meeting Canceled – COVID-19	
November	Meeting Canceled – COVID-19	
December	Meeting Canceled – COVID-19	
January	Meeting never scheduled due to COVID restrictions	
February	Meeting never scheduled due to COVID restrictions	
March	Meeting never scheduled due to COVID restrictions	
April	Meeting never scheduled due to COVID restrictions	
May	Meeting never scheduled due to COVID restrictions	
June	Bob Flotte, Nate Mandalia, Jessica Blackwell	Chris Orwoll, Marianne Schweers

FY21 Total Meeting Attendance (out of 1 meeting)

Member	Present	Absent
Bob Flotte	1	0
Chris Orwoll	0	1
Marianne Schweers	0	1
Nate Mandalia	1	0
Jessica Blackwell	1	0

1 total meeting for FY 2021, 6 meetings were canceled in 2020 due to COVID-19 and 5 were never scheduled for the beginning of 2021.

**Annual Report of the
Alamogordo Public Library Advisory Board
for the Year Ending June 30, 2021**

Purpose of the Board

The Advisory Board is provided for in Article 16-02 of the Alamogordo City Code. The Board is to advise both the City of Alamogordo and the County of Otero. "The library board shall advise and assist the city commission and the county board of commissioners to insure the efficient and economical management and operation of the Alamogordo Public Library."¹ The Board has these purposes:

- To keep itself informed of library needs and to serve as a forum for discussion.
- To recommend to the city manager and/or city commission and the county commission policies for overall development including plans for additional library facilities and programs.
- To encourage the greatest use of library facilities and programs.²

Members of the Board

There are seven members of the Board. Five are residents of the City of Alamogordo appointed by the Mayor. Two are residents of Otero County outside the city limits appointed by the Otero County Commissioners.³ Members are appointed to serve two-year terms.⁴ The members serve without compensation.⁵

The current membership of the Board is as follows:

- Billy Childs, Alamogordo, retired public administrator, serving first term, current term expires February 23rd, 2021.
- William G. Dennis, II, Alamogordo, retired from the U.S. Air Force, serving fifth term, current term expires September 3rd, 2021.
- Dave Dooling, High Rolls, education director at the New Mexico Space Museum, serving second term, current term expires April 19th, 2023.
- Michael Eshleman, Alamogordo, Otero County Attorney, serving second term, current term expires January 29th, 2023.
- Ryan Sanders, Alamogordo, kindergarten teacher in the Alamogordo Public Schools, serving second term, current term expires February 12th, 2023.
- Cindy Stong, Tularosa, retired engineer at Boeing, serving second term, current term expires April 19th, 2023.
- Richard Warren, Alamogordo, retired owner of a bookstore and cell phone store, serving first term, current term expires February 11th, 2022.
- Kim Underwood, Alamogordo City Librarian (ex officio).⁶

¹ Code § 16-02-010.

² Code § 16-02-020.

³ Code § 16-02-030.

⁴ Code § 16-02-050.

⁵ Code § 16-02-060.

⁶ See Code 16-02-090(C).

Audrey Hukari served as a member of the board during the fiscal year but did not apply for reappointment. Her seat was filled by Mr. Childs.

The current officers of the Board were elected in July 2019. They are Michael Eshleman, chairman; William Dennis, vice-chairman; and Ryan Sanders, secretary. Elections should have been held in July 2020 for officers but the Board was not able to meet after March 2020 because of the coronavirus outbreak. At the April 2021 meeting, the Board voted to keep the current officers until the regularly scheduled elections in July 2021.

Board Meeting Schedule

The Board met twice during the fiscal year because of the coronavirus outbreak. Meetings are held monthly at 5 p.m. on the second Wednesday of the month at the Alamogordo Public Library, 920 Oregon Avenue. Ordinarily, meetings are held in the Multi-Purpose Room but the meetings in 2021 were held in the Southwest Room.

Summary of Meetings

April 14, 2021. The Board met for the first time since March 2020. The Board welcomed its newest member, Mr. Childs. The Board signed a card of appreciation to Mrs. Hukari, thanking her for her term on the Board. The Board discussed the strategic plan, which is to be submitted to the State Library. Sharon Rowe, the head of the library, announced her retirement. She stated that Kim Underwood, reference librarian, would be her interim replacement. The Board adopted policies for computer use and patron behavior. The Board discussed the reopening of the library. The Board decided to keep the prior schedule for its meetings and agreed to revisit the issue once new officers were elected in July 2021. Mr. Warren was absent.

May 12, 2021. No meeting was held because of a lack of a quorum.

June 9, 2021. The Board welcomed the new head of the library, Kim Underwood. The Board approved the strategic plan for 2020–23. Mr. Eshleman announced he would be resigning from the Board because he was taking a job in Sandoval County. Mr. Childs, Mr. Sanders, and Mr. Warren were absent.

Respectfully submitted,
Michael Eshleman,
Chairman of the Advisory Board
June 23rd, 2020

City of Alamogordo Cemetery Board **Annual Report to the City Commission - FY 2020**

In accordance with Ordinance No. 1014 requiring that all Boards, Commissions and Committees submit a written Annual Report to the City Commission, below is the Annual Report for the Cemetery Board for 2020.

The Cemetery Board consists of 3 members.

Members: Chris Hillard, Caleb Moore, R. Kent House

June 16, 2021:

No meeting all absent.

ALAMOGORDO CEMETERY BOARD

ATTENDANCE REPORT FY2021

The Cemetery Board consists of 3 members.

June 16, 2021: No Meeting Held

Members Present:

Members Absent:

Chris Hillard, Member

Caleb Moore, Member

R. Kent House, Member

July, 2020 - June, 2021 Mayor's Committee on Aging Annual Report

The Mayor's Committee on Aging represents the perspective of seniors and their unique abilities and needs as residents of Alamogordo. The Committee is presently at full-capacity with seven members: Chuck Keller (Chairperson), Barbara Jo Telles (Vice-Chairperson), Jose Rodriguez, Shirley Dakin, Alan Kuchinsky, Rosanna Heath and Sue Kent.

Due to COVID-19 and the subsequent closure of the Senior Center, the Mayor's Committee on Aging did not meet from the time period of July, 2020 through June, 2021. Staff expects to resume meetings sometime after July of 2021, but we are unsure of the specific date. When the Committee resumes, meetings will be held on the third Thursday of each month at 1:15 p.m. at the Alamo Senior Center, 2201 Puerto Rico Ave. Staff liaison Britney Ybarra may be reached at 575-439-4150.

Annual report prepared by Britney Ybarra, Administrative Assistant

City of Alamogordo Parks and Recreation Board **Annual Report to the City Commission - FY 2021**

In accordance with Ordinance No. 1014 requiring that all Boards, Commissions and Committees submit a written Annual Report to the City Commission, below is the Annual Report for the Parks and Recreation Board for 2021.

The Parks and Recreation Board consists of 7 members.

July 8, 2020:

The minutes from the January 9, 2020 meeting were approved. No old business to discuss.

The recreation center discussed the closure of their gym facilities and the swimming pool due to COVID. Staff was reduced by 50% as well. No activities are scheduled. During the lockdown, many projects were able to be completed like, the patio surface and shades, paint stripping and repainting of rails and different rooms throughout the facility.

The parks overview was about the staff being reduced by 50%. Only the essentials are being done during this time. Playground shade structures were installed at Griggs, Hermosa del Sol, and Paiute Parks. Two large pavilions were also installed at Washington Park. Along with that, there is a new Futsal Court in progress.

The Keep Alamogordo Beautiful/Special Events discussed the Civic Center being shut down for all events, but it is open to essentials like blood drives. Many special events were cancelled but was able to host a reverse 4th of July parade. KAB received \$39,655.60 in a Grant, which will be used for clean-up supplies, pet waste receptacles, education materials, beautification landscaping materials, youth groups, and for an intern.

The unscheduled communication was about improvements still needing to be made. Also, there was a discussion over the death of former ROTC Chief at Alamogordo High School. Unfortunately, COVID won't allow a mass gathering, but ideas were brought up about a Zoom meeting live streaming the services, and also a motor parade.

October 7, 2020:

The minutes from the July 8, 2020 meeting were approved. No old business to discuss.

The recreation center discussed the staffing. Their staff of seven have been helping out at different departments during the down time. Working on getting programs together once the restrictions lift. All events and sports leagues have been cancelled. Toys for Tots will depend on the restrictions at that time.

The parks overview was about staffing also. They are still at 50%. Half of the staff comes in to work and the other half are at home on-call. In September of 2020, they were allowed to come back at 100% and get done all the tasks that were delayed due to COVID. Landscaping and weed control were able to be caught up. The futsal court and the lighting around the court have been completed. Drainage is all that is left to complete at Washington Park.

The Keep Alamogordo Beautiful/Special Events discussed court proceedings being held at the Civic Center by both the 12th Judicial District Court and Otero County Magistrate Court. There have been inquiries for blood drives to be held there as well. Other than that, all bookings have come to a halt. Special Events has been really slow or really busy at times. Currently it has been busy. Their first big event of the year was the Drive-In concert. SO many different departments throughout the City helped to make that concert happen. Keep Alamogordo Beautiful has done three big clean-up events. Awarded the New Mexico Department of Tourism's Clean and Beautiful Grant. Plans to help beautify the baseball fields at Griggs Sports Complex by helping with some landscaping and painting many buildings and poles at the fields. KAB was able to hire Beautification Intern through the grant they were awarded. He has done extremely well so far. He was in charge of a great deal in helping with the concert. So far, KAB has spent \$16,086 of the grant on different aspects for cleaning and beautifying Alamogordo.

The unscheduled communication was minimal. Mainly, we need another pool in addition to the one at the recreation center.

January 13, 2021:

The minutes from the October 7, 2020 meeting were approved. No old business to discuss.

The recreation center discussed how things are still the same as when we last met. Just getting projects completed is the goal for now while everything is closed. Mainly painting, cleaning, coating, and helping other departments.

The parks overview was about staffing going back down to 50%. The department has also lost a few employees and are now short on staff again. Joe Malone retired, and unfortunately, we lost Ernest Luevano, as he passed away suddenly in December. That is a tough loss for the department. They have started planting seeds at Oregon and Washing Park and help with KAB when they need help.

The Keep Alamogordo Beautiful/Special Events discussed holding health events like blood drives, hearing evaluations, commodities, and even police department training and Toys for Tots in December at the Civic Center. Special Events and KAB have both ceased for the moment. That can change once the county is back in the "yellow." The old KAB intern moved to Alaska and a new one has since been hired.

The unscheduled communication had Mr. Ensminger (Chair) asking about the budget affects due to COVID. Mr. Sides (Civic Center Manager) then informed him that we are budgeted for three years out. Mr. Lindley (Member) gave the staff for the Parks, Recreation Center, and Civic Center kudos for the amazing job they have been doing during COVID to keep things flowing in the City.

April 14, 2021:

The minutes from the January 13, 2021 meeting were approved. No old business to discuss.

The recreation center discussed how the pool will be reopening at a limited capacity. You have to reserve a time online. The swim team has been practicing there. Youth Summer Camp is back and is being held in two half-day sessions to ensure social distancing. Rentals for park pavilions are also back. You can book far out in advance but must adhere to COVID guidelines during that time. Youth sports returned March 25th. Painting of the rooms, rails, and the mural have been completed.

The parks overview was about staffing going back to 100% in February 2021. Back to normal maintenance duties. Six more pavilions need to be completed. The futsal court is now done and ready for play. Pads around the futsal court and bleachers have been setup as well. Irrigation of Washington Park is almost complete. Continued help at KAB and special events.

The Keep Alamogordo Beautiful/Special Events discussed being closed for a year to the public, but has opened up for vaccinations, blood drives and taxes. Applied for ICIP funding a year ago and was awarded \$150,000. With those funds, the Civic Center will be updating their flooring and doors. The flooring should be done by end of May. Bookings are being done for 2022 only. Community cleanup on March 20, 2021. 4,000 pounds of litter were cleaned off the highway. KAB has launched the KAB Club Card. It costs \$25 and get you discounts at local businesses. Special Events have been on hold due to COVID.

The unscheduled communication had Ms. Moon (Member) give thanks to The City and the Rec Center for the swim team being allowed to practice there. There was one swimmer on the team that qualified for the State Meet. Big thanks to Heather and Regina for keeping pool clean. Ms. Moon is currently training her replacement as she will not be coaching the swim team next year. Ms. Armstrong (Member) gave kudos to the Parks department for keeping Desert Foothills Park looking great.

ALAMOGORDO PARKS AND RECREATION BOARD
ATTENDANCE REPORT FY2021

The Parks and Recreation Board consists of 7 members.

July 8, 2020:

Members Present – Dr. Johnnie Walker, Lori Adam, Dale Lindley, Thomas Knox, Lori Armstrong, Moyra Robuck

Members Absent - Stephen Ensminger, Colleen Moon

October 7, 2020:

Members Present - Lori Adam, Dale Lindley, Colleen Moon, Lori Armstrong

Members Absent - Stephen Ensminger, Dr. Johnnie Walker, Moyra Robuck

January 13, 2021:

Members Present - Stephen Ensminger, Dr. Johnnie Walker, Lori Adam, Dale Lindley, Colleen Moon

Members Absent – Lori Armstrong, Moyra Robuck

April 14, 2021:

Members Present – Dr. Johnnie Walker, Lori Armstrong, Lori Adam, Dale Lindley, Colleen Moon

Members Absent – Stephen Ensminger, Moyra Robuck

Planning and Zoning Commission
Report
JULY 2020-JUNE 2021

Here is the detailed accounting of the actions taken by the Planning and Zoning Commission this year. Please note that the volume of actions taken has declined considerably, as is to be expected during the covid pandemic.

Planning & Zoning Actions

Month	Subdivision	Variance	Zoning	Annexation	Land Transfer	R.O.W./Street Vacation	Agreement
Jul	NO MEETING						
Aug	NO MEETING						
Sep	NO MEETING						
Oct	NO MEETING						
Nov	ZOOM		2				
Dec	ZOOM	1					
Jan	ZOOM						
Feb	ZOOM	1	1				
Mar	ZOOM						
Apr	ZOOM						
May	ZOOM		1				
Jun	ZOOM	1	1				
Total		3	5				

**Planning and Zoning Commission Attendance
July 2019-June 2020**

Name	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Eddie Kemp II					X		X	X	X	X	X	X
Andrew Gomolak					X	X	X		X	X	X	X
Beth Crabbe					X	X	X	X	X	X	X	X
Gerald Dodd					X	X	X	X	X		X	X
Raymond Nejeres						X	X	X	X	X	X	X

Senior Volunteer Program

Senior Advisory Council Report FY21

Due to the ongoing COVID-19 pandemic, the Alamogordo Senior Advisory Council has had no meetings since March of 2020 in accordance with the Health and Safety protocols of the State of New Mexico and the City of Alamogordo.

July 2020

No meeting due to COVID-19

August 2020

No meeting due to COVID-19

September 2020

No meeting due to COVID-19

October 2020

No meeting due to COVID-19

November 2020

No meeting due to COVID-19

December 2020

No meeting due to COVID-19

January 2021

No meeting due to COVID-19

February 2021

No meeting due to COVID-19

March 2021

No meeting due to COVID-19

April 2021

No meeting due to COVID-19

May 2021

No meeting due to COVID-19

June 2021

No meeting due to COVID-19

Sincerely,

Neil W. McFarland

RSVP Volunteer Coordinator

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 6/30/2021

Report No: 4.

Submitted By: Stella Rael

Subject: Consider, and act upon, adoption and final publication of Ordinance 1631 Case Z-2021-0002(A) for a map amendment to change the zoning designation of the property with the legal description of Collins Tracts, Tract 16, Replat A from R-1 Single Family Dwelling to MH-1 Manufactured Housing Subdivision. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for adoption and final publication.

Background: Ordinance 1631 came to the Commission on June 8, 2021 for approval of first publication. Motion carried 7-0-0.

The parcel with the legal description of Collins Tracts, Tract 16, Replat A has been within the R-1 Single Family Dwelling District since area was annexed into the city limits. At this time property owner would like to sell parcel and change zoning to MH-1 Manufactured Housing Subdivision to allow buyers to place a manufactured home on parcel. Area is surrounded by MH-1 (Manufactured Housing Subdivision) and MH-2 (Manufactured Housing Park).

Record of Decision
City of Alamogordo
A New Mexico Municipal Corporation

Case#: **Z-2021-0001(A)**

For the Subject Property as follows:

Commonly Known As: **Collins Tracts, Tract 16, Replat A**

Uniform Property Code & Parcel Code: **01N4053097290457**

Legal Description: **COLLINS TRACTS, LOT TR 10**

The Alamogordo Planning & Zoning Commission considered this item on **May 6, 2021** and recommended the following action to the Alamogordo City Commission by a vote of **4-0-0**

Approve the rezoning of the property detailed above for Case # **Z-2021-0002(A)**.

.....
The Alamogordo City Commission issued the following decision on **June 8, 2021** by a vote of _____

Approve as recommended for first publication Ordinance # 1631

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

Approve as recommended for final publication Ordinance #. 1631

Attest:

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

Rachel Hughs, City Clerk

Richard Boss, Mayor



City of Alamogordo

City Commission



Z-2021-0002(A)

Stella Rael, City Planner
June 8, 2021

Zoning Request Case: Z-2021-0002(A)

Request:

The property owner is requesting for a map amendment to change the zoning of the property with the legal description of Collins Tracts, Tract 16, Replat A. From R-1 Single Family Dwelling to MH-1 Manufactured Housing Subdivision

Applicant:

Michael D. Garcia

Personal Representative

For the estate of Natividad &

Cecelia Garcia

Alamogordo, NM 88310

Z-2021-0002(A)

3



Findings of Fact

- ▶ 1. The property is located off of Mescalero Street within a R-1 Single Family Dwelling District.
- 2. The request is for a map amendment to change the zoning of the property From R-1 Single Family Dwelling to MH-1 Manufactured Housing Subdivision
- ▶ 3. The application was filed on April 1, 2021
- ▶ 4. The legal notice was published on April 18, 2021
- ▶ 5. Eight (8) letters were mailed by certified/returned receipt mail to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property for which the variance is sought.
- ▶ 6. As of June 1, 2021 there has been one letter returned undeliverable and I have not received any letters or phone calls of opposition.

Z-2021-0002(A)

5

- ▶ 7. This item was presented to the Planning and Zoning Board on May 6, 2021 for their recommendation. The Planning and Zoning Board recommended approval by a vote of 4-0-0
- ▶ 8. Staff recommends approval.

ORDINANCE No. 1631

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS COLLINS TRACTS, TRACT 16, REPLAT A FROM THEIR PRESENT DESIGNATION AND ZONING DISTRICT R-1 SINGLE FAMILY DWELLING DISTRICT TO MH-1 MANUFACTURED HOUSING SUBDIVISION, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, Michael David Garcia (hereinafter referred to as "the Representative") is the personal Representative for the estate of Natividad & Cecelia Garcia of certain real property legally described below (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

COLLINS TRACTS, TRACT 16, REPLAT A

WHEREAS, an application has been filed in the Owner's names under Case No. **Z-2020-0002(A)** to change the zoning of the Property, and

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

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

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

COLLINS TRACTS, TRACT 16, REPLAT A

Is hereby changed from R-1, Single Family Dwelling District to MH-1, Manufactured

Housing Subdivision District; and the official zoning map and comprehensive plan of the City are hereby amended to reflect this change.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2021

**CITY OF ALAMOGORDO, NEW MEXICO a
New Mexico municipal corporation**

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 6/30/2021

Report No: 5.

Submitted By: Petria Bengoechea

Subject: Consider, and act upon, adoption and final publication of Ordinance 1632 Amending Section 18-02-0808 of the Code of Ordinances of the City of Alamogordo, New Mexico Increasing the Salary of the Temporary Municipal Judge. (*Petria Bengoechea, City Attorney*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance # 1632 for adoption and final publication.

Background: Ordinance 1632 came to the Commission on June 8, 2021 for approval of first publication. Motion carried 7-0-0.

This change will increase the amount paid to a Temporary Municipal Judge from \$75 per day to \$125 per day. The cap of 40 days per year will remain unchanged. This ordinance has not been increased in several years, and the request is from Judge Lee to increase the pay. The pay will fit within the Court's current budget.

ORDINANCE No. 1632**AN ORDINANCE AMENDING SECTION 18-02-080 OF
THE *CODE OF ORDINANCES OF THE CITY OF*
ALAMOGORDO, NEW MEXICO INCREASING THE
SALARY OF THE TEMPORARY MUNICIPAL JUDGE**

WHEREAS, pay for Temporary Municipal Judge has not been increased in several years and the proposed increase will fit within the current budget;

BE IT ORDAINED by the City Commission of the City of Alamogordo New Mexico that Section 18-02-080 of the *Code of Ordinances* be amended to read as follows:

18-02-080. Appointment of Temporary Municipal Judge.

In anticipation of the temporary incapacity or absence of the municipal judge, the municipal judge may appoint up to two (2) duly qualified residents of Alamogordo, Otero County, New Mexico, to act as temporary judge in his place and stead. The persons so appointed shall be subject to being confirmed by the city commission. Temporary municipal judges shall be paid ~~seventy-five dollars (\$ 75.00)~~ **One Hundred twenty-five dollars (\$125.00)** for each day served, which sum is to be paid out of the general fund of the city, up to forty (40) days per calendar year. The aggregate pay for temporary municipal judges in excess of forty (40) days per calendar year shall be paid by the municipal judge.

PASSED, APPROVED AND ADOPTED, this _____ day of _____ 2021.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 7/2/2021

Report No: 6.

Submitted By:

Subject: Consider, and act upon, approval of the School Resource Officer contract between the City of Alamogordo and the Alamogordo Public Schools (*Chief of Police, Richard Denton*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: The school district will reimburse the city in the amount of \$112,849.35 as long as the Police Department is able to provide 3 Officers for the school year.

Recommendation: Please Approve

Background: This is the annual contract between the public schools and the city to have Police Officers in the middle schools and the high school.

**Alamogordo Public Schools
1211 Hawaii
Alamogordo, NM 88310
Phone #575-812-6000**

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into on July 01, 2021, by and between the CITY OF ALAMOGORDO, a New Mexico municipal corporation (City), and the ALAMOGORDO PUBLIC SCHOOL DISTRICT (District), through the ALAMOGORDO SCHOOLS' BOARD OF EDUCATION.

WHEREAS, THE City and District desire to enter into an agreement for the purpose of providing safety and security at the secondary schools and other law enforcement related functions and school activities.

IT IS THEREFORE AGREED BY THE PARTIES:

1. The City shall provide three (3) full-time certified, experienced, uniformed Police Department Officers to be stationed at the secondary schools during the upcoming 2021 -2022 school year. These officers are assigned and shall be supervised by the Community Relations Supervisor of the Alamogordo Police Department. These officers are herein referred to as School Resource Officers (SRO).
2. During the time period that the regular school year is not ongoing, these officers will perform other law enforcement related duties.
3. The District may still request additional uniformed services from the City when the need arises. The request for these events needs to originate from the APS Superintendent, APS Chief of Safety and Security, APS Athletic Director, APS Security Supervisor, or other Superintendent designee. These additional requests are for special activities and functions, including but not limited to the following:
 - A. Sporting Events
 - B. Graduation
4. These uniformed SROs are law enforcement personnel who will provide safety, security and other law enforcement related duties during the school year. The SROs intent is not to be policy enforcement officers for the District. It is intended to provide a positive atmosphere in the spirit of the community-policing concept. This agreement does not limit the District, at any time, from hiring other personnel for the purpose of security.
5. The District will provide office space at all secondary schools for the sole use of the assigned SROs. Said office space shall contain adequate amenities to include heating, cooling, dedicated telephone(s) and access to District servers for the purpose of access to Alamogordo Police Department reporting and/or e-mail systems.

6. The compensation of these SRO positions is to be paid mutually and reflects approximately 50% of the total costs for the City of Alamogordo and the Alamogordo Public School District. The City shall, prior to July 1, 2021, determine the three officers' annual salaries, benefits and any other agreed upon costs; i.e., overtime. In the event a workman's compensation claim is made, the workman's compensation will be solely the responsibility of the City of Alamogordo.

For this contract period, the District will reimburse the City in the amount of \$ 112,849.35. The costs will initially be paid by the City, and reimbursement shall be in quarterly installments from the District on September 1, 2021; December 1, 2021; March 1, 2022 and June 1, 2022.

7. Should the need arise for specialized training, special days off, or leave during the school year, the SRO will be responsible for notifying their respective school administration and the Community Relations Unit Supervisor. During these absences, a substitute SRO may be provided, if staffing levels allow. When a substitute SRO is not provided the school shall contact APD for assistance.

8. The Alamogordo Police Department shall provide a monthly SRO activity report by school site where SROs are assigned. The report is a statistical report obtained from crimes reported, arrests, juvenile referrals, accidents, traffic and non traffic citations issued, school requested overtime assignments and any other information the Department would deem worthy of reporting. The report will not include information not to be released under current legal guidelines. The report will be submitted to the APS Chief of Safety and Security no later than the 15th of each month.

9. The School shall provide SRO's access to the District video surveillance system as permitted by law. Currently, District shall allow officers to view law enforcement related incidents on the system and obtain copies of those incidents for investigational purposes by a duly authorized subpoena or court order.

10. The terms of this Contract, and any subsequent renewal thereof, are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the New Mexico Department of Education for the performance of this Contract. If sufficient appropriations and authorizations are not made by the Legislature, this Contract shall terminate, without any penalty or damages whatsoever against the District, upon written notice being given by the District to Contractor. The District's decision as to whether sufficient appropriations and authorizations are available shall be accepted by Contractor and shall be final.

11. In the event staffing shortages prevent the Alamogordo Police Department from fulfilling the terms of this contract concerning staffing, the District and City will meet to negotiate a decrease in cost for services.

12. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

13. The District and the City are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

14. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to action of the respective party or of its officials, agents and employees pursuant to this Agreement. Any and all claims by third parties resulting from this Agreement are subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

15. Within 60 days after the effective date of this agreement, the Chief of Safety and Security, school administration and the Community Relations Supervisor shall meet to outline work duties of the SROs of the 2021-2022 school year.

16. This Agreement for Services shall become effective on July 1, 2021 and continue through June 30, 2022.

Alamogordo Public School District

City of Alamogordo


Board of Education President

City Manager

Date: 6-16-2021

Date: _____

ATTEST:

ATTEST:


Board of Education Secretary

Alamogordo City Clerk

Date: 6-16-2021

Date: _____

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 7/6/2021

Report No: 7.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, approval of Resolution No. 2021-26 and acceptance of agreement between the City of Alamogordo and Alamogordo MainStreet for fiscal year 2022. (*Debbie Osborne, Grant Coordinator*) **(Roll Call Vote Required)**

Fiscal Impact: \$40,000.00

Amount Budgeted: \$40,000.00

Fund: 011

Additional Fiscal Impact: No additional fiscal impact.

Recommendation: Approve Resolution 2021-26 and accept agreement between the City and Alamogordo MainStreet for fiscal year 2022.

Background: The City enters into an annual agreement with Alamogordo MainStreet at the start of each fiscal year. The financial support in the amount of \$40,000.00 and terms of the agreement for fiscal year 2022 remain the same as previous years. The New Mexico MainStreet Program requires Commission approval of an annual Resolution of the City's continued financial support to Alamogordo MainStreet.

ALAMOGORDO MAINSTREET PROFESSIONAL SERVICES AGREEMENT

This professional services agreement ("this Agreement") is effective July 1, 2021, between the City of Alamogordo, New Mexico, a municipal corporation (the "City") whose notice address is 1376 East Ninth St, Alamogordo, New Mexico, 88310, and Alamogordo MainStreet (the "Contractor") whose notice address is 919 New York Ave, Alamogordo, New Mexico, 88310 (collectively the "Parties").

Alamogordo MainStreet - Mission and Purpose:

The mission of the Alamogordo MainStreet is to improve Alamogordo's economic, tourism, and cultural development, one main street at a time, by revitalizing historic Alamogordo through a public-private partnership, participating with the community, state and national MainStreet program.

1. SCOPE OF SERVICES

As Part of Basic Services, the Contractor shall conduct the following activities:

- A. ORGANIZATION - provide unified management and coordination for the economic development of Alamogordo and Otero County through revitalization within the historic central business district, promotion of tourism and historic cultural preservation.
 - i. Operate in accordance with the New Mexico MainStreet guidelines and objectives.
 - ii. Strengthen the role and relationship between Alamogordo MainStreet, Alamogordo businesses and the NM MainStreet program, related to technical assistance for Design, Economic Positioning, Organization and Promotions projects.
 - iii. Work closely with city, county and state elected officials and professional staff, the Alamogordo Chamber of Commerce, Otero County Economic Development Council, the Small Business Development Center and all organizations, individuals, and entities to draw on resources to augment the work of its staff and board to bring projects to completion and meet common goals.
 - iv. Work with and coordinate activities between community civic groups, Alamogordo businesses, financial institutions, and public entities; forge new and strong relationships with public and private agencies and the business community to ensure teamwork for the success of the Alamogordo MainStreet Project.
 - v. Develop an annual work plan for the implementation of the Alamogordo MainStreet Project, which will identify the roles of Alamogordo MainStreet and collaborators, define goals and objectives, as well as establish strategies and a timeline for completion. The work plan will be the basis for a process evaluation for the Alamogordo MainStreet Project. Alamogordo MainStreet will submit the annual work plan within a thirty (30) day period after this Agreement is fully executed. During the term of this agreement, Alamogordo MainStreet will develop annual work plan for the subsequent fiscal year in accordance with section (v.) of this agreement and be incorporated as attachment "A" in the subsequent fiscal year agreement. The work plan will be submitted through Planning and Zoning department.

- vi. Continue to foster and support the employment of an Executive Director. The MainStreet Executive Director will be the principal onsite staff person responsible for coordinating all project activities and volunteers locally, as well as for representing the community regionally and nationally as appropriate and working with the New Mexico MainStreet staff of the State Economic Development office. The director shall work closely with the Planning and Zoning Staff to facilitate City Staff interface, coordination, and other tasks and actions appropriate to this agreement.
- vii. The President of the Board and the Director of MainStreet Program shall present a program status presentation at least annually to the City Commission, normally in the month of December. In the presentation, submit a report that outlines the needs for the subsequent fiscal year for budgeting purposes. Moreover, the presentation shall cover a review of last year's activities, status of current projects, projects in the works for the next 12-month period, and any other details that outline performance of the program. A six-month update, in the form of a single report, shall be submitted through Planning and Zoning to update City Staff and the City Commission, usually in the month of June.

Indicators: 1) Number of businesses, civic groups, community partners and other stakeholders that collaborate/partner with Alamogordo MainStreet helping to achieve the downtown master plan; 2) Number of businesses and volunteers that participate in promotional events and other central business district revitalization activities sponsored by Alamogordo MainStreet. 3) Revenues generated through fundraising, grants, or other revenue sources.

- B. PROMOTIONS - continue to develop and update a consistent promotion and marketing program for the MainStreet commercial district.
 - i. Coordinate activities that create a positive image of the MainStreet district through branding, advertising, retail and business promotions, marketing campaigns and hosting events and festivals.

Indicators: 1) Produce quality marketing products that bring the MainStreet brand alive and elevate the image of the historical MainStreet district; 2) Coordinate no less than two annual major projects and three minor activities. 3) Track participation in promotional activities as identified in the professional service agreement's work plan.

- C. DESIGN - continue to engage community members, businesses, property owners, local government and other stakeholders in design and implementation of projects for the MainStreet district, including, but not limited to improvements to building facades, street/landscaping activities, signage, and lighting to convey a positive visual message about the commercial district and what it has to offer.
 - i. Provide technical assistance to property and business owners within Downtown for upgrading their property within the boundaries of Alamogordo MainStreet.
 - ii. Lead community efforts to support and advance the mission and goals of Alamogordo project, including solicitation of capital outlay resources.
 - iii. Implement beautification and physical improvement projects in the MainStreet district;

recruit, manage, and oversee volunteers for cleanup campaigns and other beautification projects.

Indicators: 1) Exhibit a historic preservation ethic encouraging appropriate building renovations and design standards for the district consistent with section C and the activities outlined in the work plan.

- D. ECONOMIC POSITIONING - continue to strengthen the existing economic assets of the MainStreet district while diversifying its economic base, including recruiting new businesses, marketing empty space, and strengthening the management capabilities of individual merchants.
- i. Enable local MainStreet programs to improve the economic health and vitality of the MainStreet district by responding to the needs of today's consumers and renewing the central business district's draw as a commercial center.
 - ii. Track key statistics and serve as an information clearing house for this type of information.

Indicators: 1) Report summaries to City of Alamogordo on key economic indicators for the MainStreet district and explain how the findings in these economic indicators will lead to future activities in the upcoming fiscal year's work plan.

- E. PERFORMANCE: Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent; perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices to be utilized by persons engaged in providing the services that are required of the Contractor hereunder in meeting its obligations under this Agreement.

2. COMPENSATION

For Basic Services, as described hereinafter, compensation shall be provided as follows:

A. Compensation Generally:

- (1) In consideration for the basic services rendered, the City shall pay to the Contractor to sum of \$40,000 for the fiscal year 2020-2021.
- (2) The Parties may agree to review and renegotiate the amount of compensation to be paid pursuant to this Agreement for subsequent fiscal years and amend this Agreement accordingly. Said review shall occur during the regular budget process for the City.

B. Method of Payment:

The City will compensate the Contractor for the services rendered pursuant to this Agreement the sum of Forty thousand dollars (\$40,000), payable in twelve (12) equal monthly installments. Contractor shall submit monthly invoices to the City containing a detailed statement all services performed during the billing period, showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice. Payment in subsequent fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

C. Funding:

- (1) The Contractor shall diversify its funding base by collaborating with other community-based organizations and shall seek funds from city, state and federal sources with additional funds being raised locally through membership, corporate sponsors and donations.

3. TERM OF AGREEMENT

The term of this Agreement shall be for one year, beginning on July 1, 2021 and end June 30, 2022. ("Term"), unless terminated pursuant to paragraphs 4,6,7,10,20, or 22 below.

4. TERMINATION

This Agreement may be terminated by either party upon sixty days prior written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. REPORTS AND AUDIT

- A. The Contractor shall maintain full and complete financial records kept in accordance with generally accepted accounting principles, which records shall be available for inspection by the City at reasonable times and upon reasonable notice.
- B. The Contractor shall submit an annual financial statement and progress report to the City designated representative and/or Governing Body of the City as requested.
- C. The Contractor shall maintain, for three (3) years, detailed time records which indicate the dates, time and nature of services rendered. These records shall be subject to inspection by the City and the State Auditor. The City shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive and/or illegal payments.

6. EVENTS OF DEFAULT

The Contractor shall be deemed to be in default and breach of this Agreement if the Contractor fails to perform the Basic Services of the Contractor under the Agreement and as when Basic Services are performed.

7. EFFECT OF DEFAULT

In the event of any default, as set forth in the preceding section, the City may terminate this agreement and pursue its remedies at law and equity.

8. INDEMNIFICATION

Contractor indemnifies City of Alamogordo against any claims, suits, liens, and judgments of whatever nature, including claims of contribution and/or indemnification, damage to property or other rights of any person or persons, caused by the Contractor.

9. INSURANCE

The Contractor shall obtain and maintain liability insurance coverage in the amount of one million

dollars (\$1 and shall name the City as an additional named insured on all insurance policies and shall provide the City with satisfactory proof of insurance.

10. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body of the City for the performance of this agreement. If sufficient appropriations and authorization are not made by the Governing Body of the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Alamogordo as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

12. SUBCONTRACTING

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

13. NO THIRD PARTY BENEFICIARIES

No agreement gives no rights or benefits other than the City and the Contractor has no third-party beneficiaries.

14. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

15. RELEASE

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

16. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the City.

17. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services

required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or City employee have been followed.

18. MERGER

This Agreement incorporates all of the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this Agreement. No prior agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. NOTICE

The Procurements Code, Sections 13-1-28 through 12-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

20. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws, rule, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

21. WORKERS 'COMPENSATION COMPLIANCE

The Contractor agrees to comply with the state laws and rules applicable to workers ' compensation benefits for its employees. If the Contractor fails to comply with the Workers ' Compensation Act and applicable rules when required to do so, the City reserves the right to terminate this Agreement.

22. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Alamogordo.

23. AMENDMENT

This agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the ____ day of _____, 2021.

CITY OF ALAMOGORDO

By: _____
Brian Cesar, City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

ALAMOGORDO MAINSTREET

By: Cindy Boylan
Cindy Boylan, President
Board of Directors
Alamogordo MainStreet Program

By: [Signature]
Mark Garnes, Director
Alamogordo MainStreet Program

RESOLUTION NO. 2021-26

WHEREAS, the City of Alamogordo supports the revitalization and economic re-development of its historic commercial core; and,

WHEREAS, the City desires to continue development of the economically vital and vibrant town center for its residents, visitors and tourists; and,

WHEREAS, the City sees the economic health of downtown as one of its critical assets; and,

WHEREAS, it is realized that a sustainable town center economy contributes to the community's economic health; and,

WHEREAS, it is recognized our downtown and town center are a traditional commercial core representing our unique history and culture; and,

WHEREAS, the City wishes to continue to develop a livable, walkable town center with opportunities to shop, work, live and discover recreational, cultural and heritage opportunities; and,

WHEREAS, the City of Alamogordo wishes to continue a partnership with Alamogordo MainStreet, the non- profit economic re-development organization through the NM Economic Development Department's New Mexico MainStreet Program (NMMS), to invest in enhancing the quality of life for the community's citizens via the implementation of asset-based economic development strategies under the Main Street Four Points Approach®, and

WHEREAS, the City of Alamogordo's partnership with Alamogordo MainStreet corporation may leverage technical assistance and other resources through the New Mexico NMMS to support the economic re-development and revitalization of the Alamogordo MainStreet district, then

NOW BE IT FURTHER RESOLVED BY THE COMMISSION OF THE CITY OF ALAMOGORDO, NEW MEXICO that,

1. The City of agrees to continue to work with the New Mexico Economic Development Department's New Mexico MainStreet Program dedicating resources and financial support to create a successful downtown economic development program through strategies established by the National Main Street Center's Economic Transformation Strategies and the Main Street Four-Point Approach®.

2. The City of Alamogordo commits to continue to work collaboratively with the Alamogordo MainStreet Organization and the New Mexico Economic Development Department's MainStreet Program to meet the standards and principles of revitalizing

and re-developing the core commercial district of the community, contracting with the local MainStreet organization to coordinate and administer activities for the City of Alamogordo as set forth in biennial MOU and a separate "services contract" with the local MainStreet organization.

3. The City of Alamogordo commits to continue to provide philosophical, financial, planning and coordination assistance for the Alamogordo MainStreet organization to support operations and projects under the specifications of the biennial MOU and a separate "services contract" with Alamogordo MainStreet organization.

4. The term of this Resolution shall be deemed effective for a 1-year period commencing on July 1, 2021 and ending on June 30, 2022.

That pursuant to the Main Street Act, Section 3-608-1 through 3-608-4, NMSA, the declared support of Alamogordo MainStreet Project, as defined above, is adopted for the City of Alamogordo, Otero County, New Mexico.

PASSED, APPROVED, AND ADOPTED this _____ of _____ 2021.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 6/30/2021

Report No: 8.

Submitted By: Stella Rael

Subject: Consider, and act upon, adoption and final publication of Ordinance 1633 Case Z-2021-0001(A) for a map amendment to change the zoning designation of the property with the legal description of College Addition, Replat 1, Block 16 & 17, Lot 1A also know as 1100 Jefferson Ave., from C-1 Neighborhood Business District to R-3 Two Family Dwelling District. (*Stella Rael, City Planner*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for adoption and final publication.

Background: Ordinance 1633 came to the Commission on June 22, 2021 for approval of first publication. Motion carried 7-0-0.

The parcel located at 1100 Jefferson Ave. has been within the C-1 Neighborhood Business District since 1994 when the property owner applied for a map amendment to change the zoning from R-3 Two Family Dwelling District to C-1 Neighborhood Business District in order to operate a business currently know as Deanna Brady, CPA. Property owner is now requesting a map amendment in order to have property zoned to it's original zoning.

ORDINANCE No. 1633

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS 1100 JEFFERSON AVE. FROM THEIR PRESENT DESIGNATION OF C-1 NEIGHBORHOOD BUSINESS DISTRICT TO R-3 TWO FAMILY DWELLING DISTRICT, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, Deanna Brady Thornton (hereinafter referred to as "the Owner") is the owner of certain real property legally described below (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

1100 JEFFERSON AVE.

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

Z-2021-0001(A) to change the zoning of the Property, and

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

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

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

1100 JEFFERSON AVE.

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2021

**CITY OF ALAMOGORDO, NEW MEXICO a
New Mexico municipal corporation**

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney



City of Alamogordo

City Commission



Z-2021-0001(A)

Stella Rael, City Planner
June 22, 2021

Zoning Request Case: Z-2021-0001(A)

Request:

The property owner is requesting for a map amendment to change the zoning of the property know as 1100 Jefferson Ave.

Applicant:

Deanna Thornton

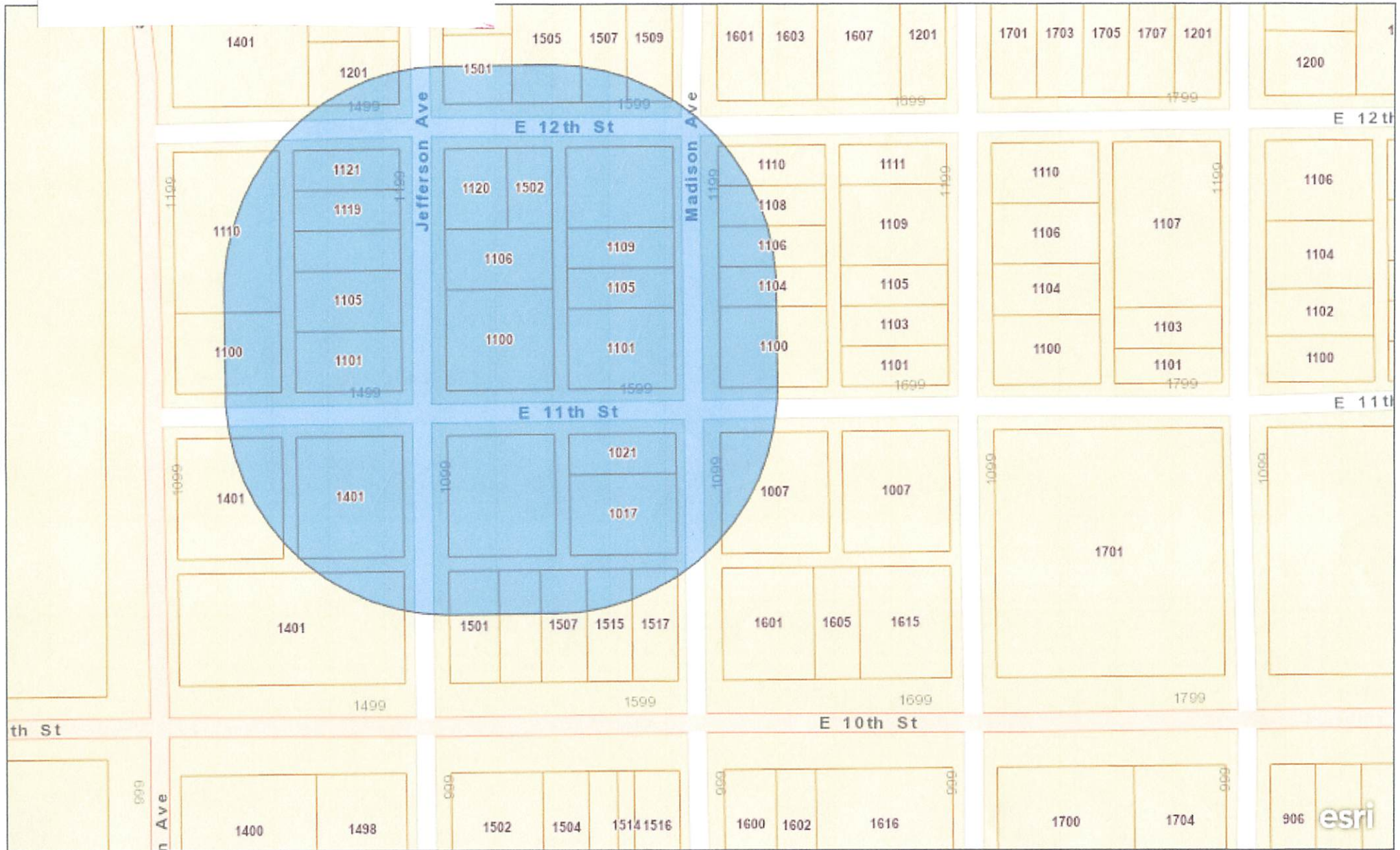
1100 Jefferson Ave.

Alamogordo, NM 88310

Findings of Fact

- ▶1. The property is located 1100 Jefferson Ave. within a C-1 Neighborhood Business District.
- ▶2. The application was filed on May 11, 2021
- ▶3. The legal notice was published on May 23, 2021
- ▶4. Twenty Five (25) letters were mailed by certified/returned receipt mail to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property for which the zoning is sought.
- ▶5. As of June 15, 2021 there have been no letters returned undeliverable and I have not received any letters or phone calls of opposition.
- ▶6. Item was presented to the Planning and Zoning Board on June 10, 2021. Planning and Zoning Board recommends approval by a vote of 5-0-0.

1100 Jefferson Ave.



Map used to create Protest Area Map for Planning & Zoning Department

200ft

Esri, HERE | Source: FEMA, Esri | Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 7/6/2021

Report No: 9.

Submitted By: Bob Johnson

Subject: Consider, and act upon, award of Public Works Bid No. 2021-004 to Sturgeon Services International related to the Rebid of Otero/Greentree Regional Landfill Cells No. 1 and No. 2 Closure project in an amount not to exceed \$464,275.78, including NMGR. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: \$464,275.78

Amount Budgeted: \$874,567.00

Fund: 094-0903-990.61-90 PW1515

Additional Fiscal Impact: \$711,139.79 available and unencumbered.

Recommendation: Approve the award.

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

The project was advertised on May 30, and June 6, 2021.

Bids were opened at 2:00 p.m. on June 23, 2021 with 4 (four) bids received. Refer to the bid tabulation.

BID TABULATION
REBID OF OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE
PUBLIC WORKS BID NO. 2021-004
JUNE 23, 2021 2:00 PM

ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Sturgeon Services International		CBKN Dirtworks, Inc.		Sierra Valley Contractors, Inc.		Mesa Verde Enterprises, Inc.	
				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
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
3	84533	CY	Compacted Barrier Layer: Grade Barrier Soil Layer, 24-Inch Minimum Thick Layer Compacted to 95%	\$5.10	\$431,118.30	\$3.74	\$316,153.42	\$5.20	\$439,571.60	\$5.16	\$436,190.28	\$5.57	\$470,848.81
4	19,156	CY	Top Soil Layer: Grade Topsoil Layer, 6-Inch Minimum Loose (Uncompacted) Material	\$4.70	\$90,033.20	\$2.98	\$57,084.88	\$4.34	\$83,137.04	\$6.26	\$119,916.56	\$7.53	\$144,244.68
5	1,993	LF	Straw Wattles	\$3.72	\$7,413.96	\$4.25	\$8,470.25	\$3.00	\$5,979.00	\$3.40	\$6,776.20	\$4.00	\$7,972.00
6	1	LS	Stormwater Pollution Prevention Plan (SWPPP)	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$2,300.00	\$2,300.00	\$6,000.00	\$6,000.00	\$13,421.51	\$13,421.51
NMGRT (6.3125%)					\$584,565.46		\$436,708.55		\$580,987.64		\$618,883.04		\$686,487.00
					\$36,900.69		\$27,567.23		\$36,674.84		\$39,066.99		\$43,334.49
					\$621,466.15		\$464,275.78		\$617,662.48		\$657,950.03		\$729,821.49



July 5, 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
REBID OF OTERO GREENTREE REGIONAL LANDFILL CELLS 1 AND 2 CLOSURE
PROJECT, 2021-004**

Dear Mr. Garner:

On June 23, 2021 at 2:00 p.m. four bids were opened for the rebid of Otero Greentree Regional Landfill Cells 1 and 2 Closure project in the City Commission Chambers. The **Base Bids** ranged from four hundred thirty-six thousand seven hundred eight and 55/100 dollars (\$436,708.55) to six hundred eight-six thousand four hundred eighty-seven and 00/100 dollars (\$686,487.00). There were no additive alternatives associated with the project.

Based on a review of the base bid, *Sturgeon Services, LLC.* was identified as the responsive lowest bidder with a **base bid amount** of four hundred thirty-six thousand seven hundred eight and 55/100 dollars (\$436,708.55).

Souder, Miller & Associates (SMA) contacted multiple references regarding *Sturgeon Services, LLC.* experiences with earthwork, and mining operations. 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 *Sturgeon Services, LLC.* the base bid amount of four hundred thirty-six thousand seven hundred eight and 55/100 dollars (\$436,708.55) plus NMGR (6.3125%) of \$27,567.23 for a **Total Contract Amount** of four hundred sixty-four thousand two hundred seventy-five and 78/100 dollars (\$464,275.78).

Pending City approval, the City of Alamogordo should award the construction contract to *Sturgeon Services, LLC.* 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.

Upon approval from City Commission, the City will issue the Notice of Award and Agreement to the Contractor. The Contractor will then have 15 days to deliver the Agreement, fully executed by Bidder, insurance, performance and payment bonds. Notice to Proceed will be issued, by the City, within 15 days after receipt of the executed Agreement, bonds and insurance.

Mr. Larry Garner

July 5, 2021

Page 2 of 2

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 Garduno, 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
Sturgeon Services, LLC. References Contacted
Sturgeon Services, LLC. Bid package.

BID TABULATION
REBID OF OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE
PUBLIC WORKS BID NO. 2021-004
JUNE 23, 2021 2:00 PM

ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Sturgeon Services International		CBKN Dirtworks, Inc.		Sierra Valley Contractors, Inc.		Mesa Verde Enterprises, Inc.	
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					\$621,466.15		\$464,275.78		\$617,662.48		\$657,950.03		\$729,821.49

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

Person Contacted: Nate Sing
Company Contacted: Atlas Sand
Phone No.: (763) 237 - 4498
Project Name: Atlas Sand Plant Mining Operation
Contract Amount: \$ N/A
Project Year: Currently On-going

Questions:

Is the project currently on schedule?

Yes, they were on schedule

Is the project currently on budget?

Yes

Is the contractor easy to work with?

Yes, Jeremy is super easy to work with and very responsive. The Owner requested quite a bit of changes such as employee requirements and Jeremy was very reactive to the requests.

What is the quality of work?

Yes.

How many change orders are there?

Yes, there were three contract extensions.

What is the cost difference of the change orders?

The change orders were time extensions and not cost extensions.

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

They were all requested by the owner.

Does the contractor have enough man power?

Yes

Does the contractor have enough equipment?

The Owner provided the equipment and Jeremy provided the operators. However, Sturgeon was willing to provide equipment.

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

The relationship was very good. The communication was very good. There were no issues.

Who is the project manager?

Jeremy McDowell was manager for Sturgeon and Nate Sing was the manager for Atlas Sand

Who is the superintendent?

Atlas: Kelly Salmon

Would you recommend the contractor for future projects?

Yes absolutely. They will be using them again if they need to.

Have there been any problems? If so, explain.

There are no problems.

Are there any additional comments?

Jeremy is very responsive, and Nate knows if he had to call him today to request work or help with a project Jeremy would be more than willing to help him out. Jeremy's response time is extremely good. He will do everything he can to make something happen for them.

Do you know of any other projects they have completed?

Sturgeon Services are working with Atlas on the groundwork for a year on one of their sites.

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

Person Contacted: Dave Krugh
Company Contacted: Chevron Corporation
Phone No.: (541) 640-0014
Project Name: Dave Krugh
Contract Amount: \$719,058.74
Project Year: Currently On-going

Questions:

Is the project currently on schedule?

Yes

Is the project currently on budget?

Yes .

Is the contractor easy to work with?

Yes .

Are you happy with the quality of work?

Yes, good quality work.

How many change orders were there?

No change orders

What was the cost difference of the change orders?

No changes orders at this time

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

No change orders at this moment.

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?

The relationship between all parties is very good.

Who was the project manager?

N/A

Who was the superintendent?

N/A

Would you recommend the contractor for future projects?

Absolutely, the contractor is very good.

Were there any problems? If so, explain.

None at this time.

Are there any additional comments?

No.

Do you know of any other projects they have completed?

Yes, the Coalinga Sidetrack Well Package.

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

Person Contacted: Ricky Pierce
Company Contacted: Chevron
Phone No.: (661) 858-7856
Project Name: Headlee Gas Plant Demolition
Contract Amount: \$1,100,000.00
Project Year: Currently on-going

Questions:

Is the project currently on schedule?

Yes, currently on schedule. It's a three-year project and they are two years in.

Is the project currently on budget?

Yes

Is the contractor easy to work with?

Yes, they are great. They are one contractor that they are very valued Chevron is very happy with them.

Are you happy with the quality of work?

Yes, very happy with the quality of work.

How many change orders are there?

There have only been one change order

What is the cost difference of the change orders?

N/A but it was less than a \$100,000.

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

The work was modified due to the Owner requesting additional work.

Does the contractor have enough manpower?

Yes

Does the contractor have enough equipment?

Yes, they are very well equipped and have only rented a few pieces of equipment/

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

Its very good. Upper management visits quite often and they are very supportive of the Owner's need.

Who is the project manager?

Sturgeon: Shane Thompson

Who is the superintendent?

Sturgeon: Lyle Durkin

Would you recommend the contractor for future projects?

Yes absolutely. They have an active work schedule with this group for the next two years.

Were there any problems? If so, explain.

No not at all. They've had a working relationship with them for about four years and everything has been fairly smooth.

Are there any additional comments?

None at this time.

Do you know of any other projects they have completed?

They have several projects scheduled for the next two years with Sturgeon Services.



New Mexico E-Services for Contractor Licensing



[Home Page](#)

Company Details

Company Name	STURGEON SERVICES INTERNATIONAL INC.	License Number	395442
Phone Number	6617422514	License Status	Active
Issue Date	06/23/2018	Expiry Date	06/30/2024
Volume	\$1000000.00 +		
Principal Place of Business Address			
3511 GILMORE AVE			
City	BAKERSFIELD		
State	CA	Zip Code	93308

QP Details

REBID OF OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE
Public Works Bid No. 2021-004

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>3.74</u>	\$ <u>316,153.42</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>2.98</u>	\$ <u>57,084.88</u>
5	1,993	Linear Feet (LF) Provide and install of straw wattles	\$ <u>4.25</u>	\$ <u>8,470.25</u>
6	1	Lump Sum (LS) Stormwater Pollution Prevention Plan (SWPPP)	\$ <u>5000</u>	\$ <u>5,000</u>

BID TOTAL \$ 436,708.55

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, persons which the BIDDER will be subcontracting, **who will perform work or labor, or render service to the BIDDER**, 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 either received no bid for that category or one (1) bid was received (**note: the BIDDER must designate on the list of Subcontractors that either "no bid was received" or "one bid was received". The latter designation shall not occur more than one time on the subcontractor list**), 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.

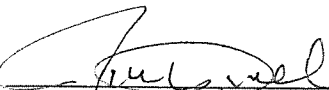
Contractor and Subcontractors will register with the New Mexico Workforce Solutions on-line database exchange system at <www.dws.state.nm.us/Public-Works>

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

Subcontractor's Business Name	<u>DDSI</u>
Principal Place of Business	<u>1704 Standpipe Rd Carlsbad, NM</u>
Telephone No.	<u>918-237-5006</u>
Business Email Address	<u>rmorris @ ddsiglobal . com</u>
NM Contractor's License No.	<u>NMPS 24876</u>
Type of Work	<u>SURVEYING</u>
Amount \$	<u>\$ 18,000</u>
Federal Employer ID#	<u>73-1577268</u>

Subcontractor's Business Name	<u>TERRACON CONSULTANTS, INC.</u>
Principal Place of Business	<u>4450 BATAAN MEMORIAL EAST, LAS CRUCES, NM 88012</u>
Telephone No.	<u>575 - 527-1700</u>
Business Email Address	<u>rodolfo.rascon@terracon.com</u>
NM Contractor's License No.	<u>362650</u>
Type of Work	<u>CONSTRUCTION MATERIAL TESTING</u>
Amount \$	<u>\$32,000</u>
Federal Employer ID#	<u>42-12-49917</u>

Subcontractor's Business Name	_____
Principal Place of Business	_____
Telephone No.	_____
Business Email Address	_____
NM Contractor's License No.	_____
Type of Work	_____
Amount \$	_____
Federal Employer ID#	_____

	<u>6-23-21</u>
Signature of Authorized Representative for BIDDER	Date

Duplicate, complete, and submit additional sheets as required.



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Sturgeon Services of Texas, Inc.
3511 Gilmore Avenue
Bakersfield, CA 93308

SURETY:

(Name, legal status and principal place of business)

Lexon Insurance Company
10002 Shelbyville Rd Ste. 100
Louisville, KY 40223

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: Five Percent of Amount Bid

(\$ 5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Rebid of Otero / Greentree Regional Landfill Cells No.1 and No.2 Closure
Public Works Bid No. 2021-004

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of June, 2021.

(Witness)

Leigh McCarthy
(Witness) Leigh McCarthy

Sturgeon Services of Texas, Inc.

(Principal)

(Seal)

(Title) Vice President

Lexon Insurance Company

(Surety)

(Seal)

(Title) Barbara Duncan, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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See Attached Notary

061110

Acknowledgment Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }
County of Kern }

On June 21, 2021, before me, B. Campbell, Notary Public
personally appeared Christopher Paul Sturgeon

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

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



WITNESS my hand and official seal.

SIGNATURE B. Campbell

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: AIA Document A310™-2010

Document Date: _____ Number of Pages: 1

Signer(s) Other than Named Above: _____



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 23rd day of June, 2021

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }
County of Kern }

On June 21, 2021, before me, B. Campbell, Notary Public
personally appeared Christopher Paul Sturgeon

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

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



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

B. Campbell

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Bid Bond Results.

Document Date: Number of Pages: 1

Signer(s) Other than Named Above:



City of Alamogordo

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

May 23, 2021

**ADDENDUM NO. 1
PUBLIC WORKS BID NO. 2021-004
REBID OF 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 direct Bidder's attention to the primary changes to the solicitation as follows:

1. The required Contractor licensing classifications have been modified pursuant to recommendations provided by Construction Industries Division.
2. Section 4 has been modified to include specific language in accordance with the Subcontractor's Fair Practice Act. Bidders are urged and cautioned to make a concerted effort to obtain and list surveying and construction material testing (geotechnical services) for the requirements within the construction documents.
3. The performance period has been changed to one hundred eighty (180) calendar days to substantial completion, with an additional thirty (30) calendar days to final completion.
4. The CQA plan has been modified to reflect project-specific requirements.
5. The scope of work for the project has been modified to indicate the state of compaction for the intermediate surface, the barrier soil layer, and the vegetative layer.

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: JEREMY METZGER

Date Received: 5/24/21

Business Name: Sturgeon Services

Signature: [Signature]

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. – Sturgeon Services International, Inc. / 395442
2. Permanent main office address. 1100 E County Rd. 140, Midland, TX 79706
3. When organized. 1927
4. If a corporation, where incorporated. Corporation, California
5. How many years have you been engaged in the contracting business under your present firm or trade name? 7 years (Sturgeon Services International)
6. Contracts on hand. (Schedule these, showing amount of each contract and the approximate anticipated dates of completion.) Work on Hand Document Attached
7. General character of work performed by your company. Heavy Civil earthwork and Demolition
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. Largest completed contracts Attached
11. List your major equipment available for this Contract. Cat D6 Dozer, Cat D8 Dozer, (4) Komatsu HM 400 articulated trucks, 470 JD Trackhoe, Cat 140 motor grader, Cat CP 56 sheeps foot roller, 5,000 gallon water trucks, various support equipment as needed.
12. Experience in construction work similar in importance to this project. Luminant Mining & reclamation, Crane, TX landfill, Various heavy civil earthwork projects
13. Background and experience of the principal members of your organization, including the officers.

Principal Members of Organization					
	Name.	Designation(s):	Position:	Birth year:	This company. Total:
1	Jack Janszen		Senior V.P.		15 56
2	Brian Burt		CEO		2.5 38
3	Jeff Allred		V.P. of Operations, California		32 42
4	Jeremy McDowell		V.P. of Operations, Texas		1 25

14. Credit available: \$ _500,000_____.
15. Give bank reference: Bank of the Sierra Martin Pilpits 918-851-9238
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 23 day of

June, 2021, dated at

12:35 Alamo Gardens, NM.

**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.
 2. Permanent main office address.
 3. When organized.
 4. If a corporation, where incorporated.
 5. How many years have you been engaged in the contracting business under your present firm or trade name?
 6. Contracts on hand. (Schedule these, showing amount of each contract and the approximate anticipated dates of completion.)
 7. General character of work performed by your company.
 8. Have you ever failed to complete any work awarded to you? If so, where and why?
 9. Have you ever defaulted on a contract? If so, where and why?
 10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
 11. List your major equipment available for this Contract.
 12. Experience in construction work similar in importance to this project.
 13. Background and experience of the principal members of your organization, including the officers.
 14. Credit available: \$ _____
 15. Give bank reference: _____
-
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER?

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 21st day of

June, 2021, dated at Midland, TX.

Jeremy McDowell

Sturgeon Services
Name of BIDDER

By: [Signature]

Title: Vice President

State of TEXAS)
County of Midland) ss.

Jeremy McDowell, the Vice president of

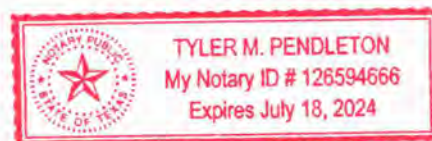
Sturgeon Services being duly sworn,
Company Name

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 21 day of June, 2021.

[Signature]
Notary Public

My Commission expires July 18, 2024.



Current Work on Hand Schedule

Name and Address of Contractor							Sturgeon Services International		Uncompleted Contracts as of		06/23/2021	
Contract Description and Location		Date		1	2	3	4	5	Completion			
		Started		Contract Price Including Approved Change Orders	Contractor's Estimated Cost At Time of Bid (1)	Total Amount Billed To Date Including Retainage (2)	Total Costs To Date	Revised Estimated Costs To Complete	Date			
		Mo.	Yr.						Mo.	Yr.		
1.	JR Dairy	N	01	21	\$120,733	\$107,988.04	\$0.00	\$1,750.00	\$107,603.30	07	2021	
2.	Newhouse_Dairy-Gravity Pipeline	N	09	20	\$602,973.00	\$293,993.10	\$464,504.00	\$402,784.00	\$7,496.00	04	21	
3.	Van Der Hoek Dairy Biogas	N	01	21	\$194,928.51	\$146,307.63	\$106,216.00	\$30,901.00	\$153,329.20	04	21	
4.	Van Der Kooi Dairy	N	03	21	\$51,522.86	\$47,081.12	\$0.00	\$0.00	\$0.00	06	21	
5.	Meirinho Holsteins Dairy	N	01	21	\$179,622.64	\$144,939.00	\$82,846.00	\$72,496.00	\$91,238.80	05	21	
6.			01	21								
7.												
8.												
9.												
10.												
11.												
12.												
TOTALS					\$1,841,188.53	\$1,212,841.89	\$1,288,545.83	\$947,981.21	\$449,667.30			

Contracts Completed Since Last Fiscal Closing Statement or Last Status Report

Contract Description and Location	Date Started		Final Contract Price	Total Cost	Gross Profit or Loss
	Mo.	Yr.			
Hwy 652 Upgrade parking lot			\$3,158,065.05	\$2,770,233.00	\$387,833.00

1. Include contractor's original estimated total cost plus cost of all change orders and extra work orders approved to date.

2. Do not include "claims" or disputed items." If desired, attach an explanation.

Largest completed contracts: (largest first)

	a. <u>Job name:</u>	b. <u>City, State:</u>	c. <u>Contract price:</u>	d. <u>Gross profit:</u>	e. <u>Date completed:</u>	f. <u>Bonded?</u>
	g. <u>Contact name:</u>	h. <u>Firm:</u>	i. <u>Phone:</u>	j. <u>Fax:</u>	k. <u>E-mail:</u>	
	l. <u>Project description:</u>					
1	a. New Murray Middle School	b. Ridgecrest, CA	c. \$ 1282039.58	d. \$	e.	f. ☒ Yes ☐ No
	g.	h. Sierra Sands Unified School District	i.	j.	k.	
	l. Asbestos Removal					
2	a. DB Artisan Square Site	b. Bakersfield, CA	c. \$ 866500.00	d. \$	e.	f. ☒ Yes ☐ No
	g. Mark Delmarter	h. Klassen Corp	i.	j.	k.	
	l. Paving / Grading					
3	a. BHS Athletic Stadium	b. Bakersfield, CA	c. \$ 1000000.00	d. \$	e.	f. ☒ Yes ☐ No
	g.	h. SC Anderson Inc.	i.	j.	k.	
	l. Demolition / Site Preparation					
4	a. BWSP	b. Belridge, CA	c. \$ 1509274.49	d. \$	e.	f. ☐ Yes ☒ No
	g. Ray Labbe	h. Aera Energy LLC	i. 6616655580	j.	k.	
	l. Civil / Paving					
5	a. WPWP	b. Cymric, CA	c. \$ 1700490.00	d. \$	e.	f. ☐ Yes ☒ No
	g. Mike Delfino	h. Chevron	i. 6619784635	j.	k. mdelfino@chevron.com	
	l. Earthwork & Site Preparation					

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:	<u>Ø</u>
Relation to Prospective Contractor:	<u>Ø</u>
Name of Applicable Public Official:	<u>Ø</u>
Date Contribution(s) Made:	<u>Ø</u>
Amount(s) of Contribution(s):	<u>Ø</u>
Nature of Contribution(s):	<u>Ø</u>
Purpose of Contributions(s):	<u>N/A</u>

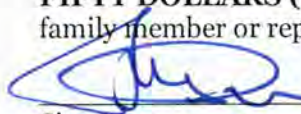

Signature

Vice President
Title (Position)

6.22.21
Date

--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

Vice President
Title (Position)

6.22.21
Date

Certificate of Contractor Registration



This is to certify that

Sturgeon Services Int'l, Inc.

3511 GILMORE AVE

BAKERSFIELD, CA, 93308-6205

has registered with the Department of Workforce Solutions

Registration Date: 4/9/2021

Registration Number: 29528520542021

**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>**

Susana Martinez
Governor

Martin Romero
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **STURGEON SERVICES INTERNATIONAL**
PERMANENT LICENSE #395442

Located at: **3511 GILMORE AVE, BAKERSFIELD, CA 93308**

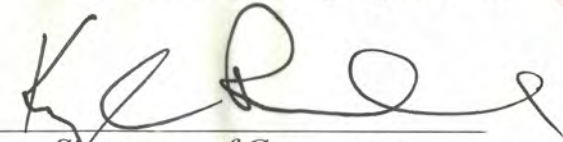
Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GS08

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on


Signature of Contractor

08/02/2018



Martin Romero
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

New Mexico
CONTRACTOR LICENSE RENEWAL APPLICATION

AN INCOMPLETE, INCORRECT OR OTHERWISE DEFECTIVE APPLICATION WILL NOT BE PROCESSED
APPLICATION FEES WILL NOT BE REFUNDED.

TO AVOID LATE FEES, PLEASE COMPLETE THIS APPLICATION AND RETURN IT TO PSI AT THE ADDRESS SHOWN UNDER SECTION F BEFORE: 06/30/2021

If you have not renewed by the expiration date, your license will be suspended and late fees will be assessed as follows: 1-30 days=\$1.00 per day, 30-90 days=equivalent to 1 year's fee, over 90 days license will be cancelled. Corrected renewal re-submitted after the license expiration date, are subject to late fees, suspension, and cancellation if not returned timely.

Section A. PLEASE VERIFY ALL INFORMATION PRINTED BELOW. IF CORRECTIONS ARE NECESSARY, PLEASE COMPLETE SECTION B.

License Number: 395442

Expiration Date: 06/30/2021

Renewal Fee: \$ 150.00

Business Name: STURGEON SERVICES INTERNATIONAL INC.

Address Of Record 3511 GILMORE AVE
BAKERSFIELD, CA 93308

See Attached Notary
Acknowledgment Certificate

****PLEASE PROVIDE CURRENT EMAIL ADDRESS:** CSturgeon@a Sturgeon Services, Com

****PLEASE PROVIDE CURRENT PHONE NUMBER:** 861 - 742 - 2514

QP NAME

CLASSIFICATION

****QP Signature**

KYLE PHILLIPS

GS08

X

[Handwritten Signature]

Section B. PLEASE CORRECT ANY WRONG INFORMATION IN SECTION A.

****Renewal forms may not be used to change the business name under which you are operating.**

ADDRESS OF RECORD: _____

CITY: _____ STATE: _____ ZIP: _____

OTHER: _____



Section C. PLEASE VERIFY BUSINESS TYPE:

Renewal forms may not be used to change the business entity under which you are operating. If a licensee has changed business entities, a new license application is required and the old license must be cancelled. A new license number will be issued.

- ☐ Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Joint Venture
☐ Partnership (General) ☐ Limited Partnership ☐ Limited Liability Partnership
☐ Other (please specify) _____

Section D. PLEASE CHECK THE APPROPRIATE BOX:

- ☐ VALID CODE BOND ON FILE ☐ NEW BOND ENCLOSED

Section E. ATTESTATION

Check and sign below to attest to the following:

- ☒ I have not bid or performed work that is beyond the scope of my license in the last 24 months.
☒ I have not allowed any person or business to use my license or my license number for the purpose of engaging in contracting in the last 24 months.
☒ I do not have any outstanding judgments or active complaints against me.
☒ I do not have any outstanding fees or penalties with CID.
☒ If required, my company is in good standing with the New Mexico Secretary of State.
☒ I am in compliance with the requirements of the Workers' Compensation Act and the Parental Responsibilities Act.
☒ I am authorized to legally bind and sign on behalf of the licensee to whom this renewal application applies.

I swear or affirm under penalty of perjury that all statements, attestations and information provided by me above are true and correct, to the best of my knowledge. I understand that any false statement made in this application can result in administrative action against any certificate to which this renewal application applies.

Applicant Printed Name: Dan Phillips

Signature: [Signature]

Date: 5-28-21

Notary

Subscribed and sworn before me this

28th

day of

May

20

21

SEAL

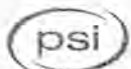
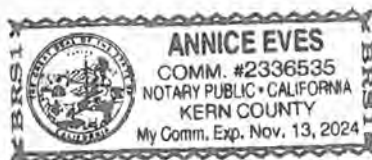
Notary Public [Signature]

My commission expires

November 13

20

24



Section F. PAYMENT. Submit application packet and payments by walk-in or mail to:

PSI, 2820 Broadbent Pkwy NE, Suite E&F Albuquerque, NM 87107 (877) 663-9267 public.psiexams.com

Mail: PSI, PO Box 45450, Rio Rancho, NM 87174.

✎ Make all checks payable at PSI.

✎ Payment may be made by personal check, company check, cashier's check, money order, or credit card. (NO CASH)

**ALL SUBMISSIONS MUST INCLUDE ORIGINAL DOCUMENTS.
YOU MAY NOT SUBMIT ANY APPLICATION BY FAX.**

If paying by credit card, check one: ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Card No: _____ Expiration Date: _____

Card Verification #: _____

The card verification number may be found on the back of the card (last three digits on the signature strip) or on the front of card (4 digits above and to the right of the credit card number)

Billing Street Address: _____ Billing Zip Code: _____

Cardholder Name (Print): _____ Signature: _____



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 6/25/2021

Report No: 10.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, first publication of Ordinance 1634, amending Section 23-02-060 of the Alamogordo Code of Ordinances regarding exemptions for Lodgers Tax and to amend Section 23-02-030 to include additional definitions. *(Stephanie Hernandez, Assistant City Manager and Evelyn Huff, Finance Director)* **(Roll Call Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Unknown.

Recommendation: To approve.

Background: The State took steps during the 2019-2020 Legislative Session to update Lodgers' Tax Statutes to include Bed & Breakfast and clarify definitions regarding the B&Bs. If this ordinance is approved, definitions will be clarified and Alamogordo will be aligned with state statutes.

ORDINANCE 1634

AMENDING SECTION 23-02-060 OF THE ALAMOGORDO CODE OF ORDINANCES REGARDING EXEMPTIONS FOR LODGERS TAX AND TO AMEND 23-02-030 TO INCLUDE ADDITIONAL DEFINITIONS

WHEREAS, the City of Alamogordo, New Mexico and its commissioners recognize that Lodgers Tax is an important economic driver for the City of Alamogordo;

WHEREAS, the City Commission wishes to update its ordinance to reflect the changes made by the 2020 Legislative Session; and

WHEREAS, the City Commission recognizes single room rentals and rentals with less than three (3) bedrooms are growing in popularity and can add significant revenue to Lodgers Tax;

BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico that Chapter 23 Definitions and Exemptions be amended to read as follows:

23-02-030. Definitions.

Gross taxable rent means the total amount of rent paid for lodging.

Lodging means the transaction of furnishing rooms or other accommodations by a vendor to a vendee who for a rent, uses, possesses or has the right to use or possess any room or rooms or other units of accommodations in or at a taxable premise.

Lodgings means the rooms or other accommodations furnished by a vendor to a vendee by the taxable service of lodging.

Occupancy tax means the tax on lodging, authorized by this article.

Person means a corporation, firm, other body corporate, partnership, association or individual, includes an executor, administrator, trustee, receiver or other representative appointed according to law and acting in a representative capacity, but does not include the United States of America, the state, any corporation, department, instrumentality or agency of the federal government or the state government, or any political subdivision of the state.

Rent means the consideration received by a vendor in money, credits, property or other consideration valued in money for lodgings subject to an occupancy tax authorized in this article.

Taxable premises means a hotel, motel or other premises used for lodging that is not the vendee's household or primary residence.

Temporary lodging means lodgings for the purpose of housing a vendee within proximity of the vendee's employment or job location.

Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax.

Tourist-related events means events that are planned for, promoted to and attended by tourists.

Tourist-related facilities and attractions means facilities and attractions that are intended to be used by or visited by tourists.

Tourist-related transportation systems means transportation systems that provide transportation for tourists to and from tourist-related facilities and attractions and tourist-related events;

Vendee means a natural person to whom lodgings are furnished in the exercise of the taxable service of lodging.

Vendor means a person furnishing lodgings in the exercise of the taxable service of lodging.

23-02-060 of the *Code of Ordinances* be amended as follows:

23-02-060. - Exemptions.

The occupancy tax imposed under the provisions of this article shall not apply:

- (a) If the vendee:
 - (1) Has been a permanent resident of the taxable premises for a period of at least thirty (30) consecutive days; or
 - (2) Enters into or has entered into a written agreement for lodgings at the taxable premises for a period of at least thirty (30) consecutive days.
- (b) If the rent paid by a vendee is less than two dollars (\$2.00) a day.
- (c) To lodging accommodations at institutions of the federal government, the state or any political subdivision thereof.
- (d) To lodging accommodations at religious, charitable, educational or philanthropic institutions, including without limitation such accommodations at summer camps operated by such institutions.
- (e) To clinics, hospitals or other medical facilities.
- (f) To privately-owned and operated convalescent homes or homes for the aged, infirm, indigent or chronically ill; or
- ~~(g) If the taxable premises does not have at least three (3) rooms or three (3) other units of accommodations for lodging.~~

ADOPTED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO THIS

___DAY OF _____ 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

1 AN ACT
2 RELATING TO TAXATION; AMENDING THE LODGERS' TAX ACT TO ALTER
3 CERTAIN EXEMPTIONS; CHANGING THE ALLOWABLE USES OF OCCUPANCY
4 TAX REVENUE.

5
6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

7 SECTION 1. Section 3-38-13 NMSA 1978 (being Laws 1969,
8 Chapter 199, Section 1, as amended) is amended to read:

9 "3-38-13. SHORT TITLE.--Sections 3-38-13 through
10 3-38-25 NMSA 1978 may be cited as the "Lodgers' Tax Act".

11 SECTION 2. Section 3-38-14 NMSA 1978 (being Laws 1969,
12 Chapter 199, Section 2, as amended) is amended to read:

13 "3-38-14. DEFINITIONS.--As used in the Lodgers' Tax
14 Act:

15 A. "gross taxable rent" means the total amount of
16 rent paid for lodging, not including the state gross receipts
17 tax or local sales taxes;

18 B. "lodging" means the transaction of furnishing
19 rooms or other accommodations by a vendor to a vendee who for
20 rent uses, possesses or has the right to use or possess the
21 rooms or other units of accommodations in or at a taxable
22 premises;

23 C. "lodgings" means the rooms or other
24 accommodations furnished by a vendor to a vendee by a taxable
25 service of lodging;

1 D. "occupancy tax" means the tax on lodging
2 authorized by the Lodgers' Tax Act;

3 E. "person" means a corporation, firm, other body
4 corporate, partnership, association or individual. "Person"
5 includes an executor, administrator, trustee, receiver or
6 other representative appointed according to law and acting in
7 a representative capacity. "Person" does not include the
8 United States of America, the state of New Mexico, any
9 corporation, department, instrumentality or agency of the
10 federal government or the state government or any political
11 subdivision of the state;

12 F. "rent" means the consideration received by a
13 vendor in money, credits, property or other consideration
14 valued in money for lodgings subject to an occupancy tax
15 authorized in the Lodgers' Tax Act;

16 G. "taxable premises" means a hotel, motel or
17 other premises used for lodging that is not the vendee's
18 household or primary residence;

19 H. "temporary lodging" means lodgings for the
20 purpose of housing a vendee within proximity of the vendee's
21 employment or job location;

22 I. "tourist" means a person who travels for the
23 purpose of business, pleasure or culture to a municipality or
24 county imposing an occupancy tax;

25 J. "tourist-related events" means events that are

1 planned for, promoted to and attended by tourists;

2 K. "tourist-related facilities and attractions"
3 means facilities and attractions that are intended to be used
4 by or visited by tourists;

5 L. "tourist-related transportation systems" means
6 transportation systems that provide transportation for
7 tourists to and from tourist-related facilities and
8 attractions and tourist-related events;

9 M. "vendee" means a natural person to whom
10 lodgings are furnished in the exercise of the taxable service
11 of lodging; and

12 N. "vendor" means a person or the person's agent
13 furnishing lodgings in the exercise of the taxable service of
14 lodging."

15 SECTION 3. Section 3-38-15 NMSA 1978 (being Laws 1969,
16 Chapter 199, Section 3, as amended) is amended to read:

17 "3-38-15. AUTHORIZATION OF TAX--LIMITATIONS ON USE OF
18 PROCEEDS.--

19 A. A municipality may impose by ordinance an
20 occupancy tax for revenues on lodging within the
21 municipality, and the board of county commissioners of a
22 county may impose by ordinance an occupancy tax for revenues
23 on lodging within that part of the county outside of the
24 incorporated limits of a municipality.

25 B. The occupancy tax shall not exceed five percent

1 of the gross taxable rent.

2 C. Every vendor who is furnishing any lodgings
3 within a municipality or county is exercising a taxable
4 privilege.

5 D. The following portions of the proceeds from the
6 occupancy tax that are collected based on the first thirty
7 days a vendee rents lodgings in taxable premises shall be
8 used only for advertising, publicizing and promoting
9 tourist-related facilities and attractions and tourist-
10 related events:

11 (1) if the municipality or county imposes an
12 occupancy tax of no more than two percent, not less than one-
13 fourth of the proceeds shall be used for those purposes;

14 (2) if the occupancy tax imposed is more
15 than two percent and the municipality is not located in a
16 class A county or the county is not a class A county, not
17 less than one-half of the proceeds from the first three
18 percent of the occupancy tax and not less than one-fourth of
19 the proceeds from the occupancy tax in excess of three
20 percent shall be used for those purposes; and

21 (3) if the occupancy tax imposed is more
22 than two percent and the municipality is located in a class A
23 county or the county is a class A county, not less than one-
24 half of the proceeds from the occupancy tax shall be used for
25 those purposes.

1 E. The proceeds from the occupancy tax that are
2 collected based on the first thirty days a vendee rents
3 lodgings in taxable premises in excess of the amount required
4 to be used for advertising, publicizing and promoting
5 tourist-related facilities and attractions and tourist-
6 related events may be used for any purpose authorized in
7 Section 3-38-21 NMSA 1978.

8 F. The proceeds from the occupancy tax that are
9 required to be used to advertise, publicize and promote
10 tourist-related facilities and attractions and tourist-
11 related events shall be used within two years of the close of
12 the fiscal year in which they were collected and shall not be
13 accumulated beyond that date or used for any other purpose.

14 G. Notwithstanding the provisions of Paragraph (2)
15 of Subsection D of this section, any use by a municipality or
16 county of occupancy tax proceeds on January 1, 1996 may
17 continue to be so used after July 1, 1996 in accordance with
18 the provisions of this section and Section 3-38-21 NMSA 1978
19 as they were in effect prior to July 1, 1996; provided, any
20 change in the use of those occupancy tax proceeds after July
21 1, 1996 is subject to the limitations of that paragraph.

22 H. Notwithstanding the provisions of Paragraph (2)
23 of Subsection D of this section, the payment of principal and
24 interest on outstanding bonds issued prior to January 1, 1996
25 pursuant to Section 3-38-23 or 3-38-24 NMSA 1978 shall be

1 made in accordance with the retirement schedules of the bonds
2 established at the time of issuance. The amount of
3 expenditures required under Paragraph (2) of Subsection D of
4 this section shall be reduced each year, if necessary, to
5 make the required payments of principal and interest of all
6 outstanding bonds issued prior to January 1, 1996."

7 SECTION 4. Section 3-38-16 NMSA 1978 (being Laws 1969,
8 Chapter 199, Section 4, as amended) is amended to read:

9 "3-38-16. EXEMPTIONS.--The occupancy tax shall not
10 apply:

11 A. if a vendee:

12 (1) has been a permanent resident of the
13 taxable premises for a period of at least thirty consecutive
14 days, unless those premises are temporary lodging; or

15 (2) enters into or has entered into a
16 written agreement for lodgings at the taxable premises for a
17 period of at least thirty consecutive days, unless those
18 premises are temporary lodging;

19 B. if the rent paid by a vendee is less than two
20 dollars (\$2.00) a day;

21 C. to lodging accommodations at institutions of
22 the federal government, the state or any political
23 subdivision thereof;

24 D. to lodging accommodations at religious,
25 charitable, educational or philanthropic institutions,

1 including accommodations at summer camps operated by such
2 institutions;

3 E. to clinics, hospitals or other medical
4 facilities; or

5 F. to privately owned and operated convalescent
6 homes or homes for the aged, infirm, indigent or chronically
7 ill."

8 SECTION 5. Section 3-38-21 NMSA 1978 (being Laws 1969,
9 Chapter 199, Section 9, as amended) is amended to read:

10 "3-38-21. ELIGIBLE USES OF TAX PROCEEDS.--

11 A. Subject to the limitations contained in Section
12 3-38-15 NMSA 1978, a municipality or county imposing an
13 occupancy tax may use the proceeds from the occupancy tax
14 that are collected based on the first thirty days a vendee
15 rents lodgings in taxable premises to defray costs of:

16 (1) collecting and otherwise administering
17 the occupancy tax, including the performance of audits
18 required by the Lodgers' Tax Act pursuant to guidelines
19 issued by the department of finance and administration;

20 (2) establishing, operating, purchasing,
21 constructing, otherwise acquiring, reconstructing, extending,
22 improving, equipping, furnishing or acquiring real property
23 or any interest in real property for the site or grounds for
24 tourist-related facilities and attractions or tourist-related
25 transportation systems of the municipality, the county in

1 which the municipality is located or the county;

2 (3) the principal of and interest on any
3 prior redemption premiums due in connection with and any
4 other charges pertaining to revenue bonds authorized by
5 Section 3-38-23 or 3-38-24 NMSA 1978;

6 (4) advertising, publicizing and promoting
7 tourist-related attractions, facilities and events of the
8 municipality or county and tourist-related facilities,
9 attractions and events within the area;

10 (5) providing police and fire protection and
11 sanitation service for tourist-related facilities,
12 attractions and events located in the respective municipality
13 or county;

14 (6) providing a required minimum revenue
15 guarantee for air service to the municipality or county to
16 increase the ability of tourists to easily access the
17 municipality's or county's tourist-related facilities,
18 attractions and events; or

19 (7) any combination of the foregoing
20 purposes or transactions stated in this section, but for no
21 other municipal or county purpose.

22 B. A municipality or county imposing an occupancy
23 tax may use the proceeds from the occupancy tax that are
24 collected based on the thirty-first and subsequent days a
25 vendee rents lodgings in taxable premises for any

1 municipality or county purpose; provided that the use is
2 stated in the ordinance imposing the tax.

3 C. As used in this section, "minimum revenue
4 guarantee" is the amount of money guaranteed by a
5 municipality or county to be earned by an airline providing
6 air services to and from that municipality or county, which
7 is the difference between the minimum flight charge revenue
8 specified in the contract between the municipality or county
9 and the airline and the amount of actual flight charge
10 revenue received by the airline that is less than that
11 contractual amount."

12 SECTION 6. A new section of the Lodgers' Tax Act,
13 Section 3-38-25 NMSA 1978, is enacted to read:

14 "3-38-25. MAINTAINING REVENUE DEDICATION.--If a
15 municipality or county has dedicated any amount of revenue
16 attributable to a tax imposed pursuant to the Lodgers' Tax
17 Act, the municipality or county shall continue to dedicate
18 the same amount of revenue attributable to the tax until the
19 ordinance dedicating the revenue expires, the term of the
20 dedication expires, the governing body acts to change the
21 dedication or, in the case of bonded indebtedness, the debt
22 is fully discharged or otherwise provided for in full."

23 SECTION 7. EFFECTIVE DATE.--The effective date of the
24 provisions of this act is July 1, 2020. _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 7/6/2021

Report No: 11.

Submitted By: Teresa Gutierrez

Subject: Consider, and act upon, the placement of a new Resident Parking Only sign for home located at 1322 Vermont Avenue. (*Teresa Gutierrez, Deputy Clerk*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to staff.

Background: Pursuant to Section 24-13-010 of the Alamogordo Code of Ordinances, no residence may be posted which is not within five hundred (500) feet of the property line of a public meeting place.

RaDeana Dwyer, RN, is requesting a Resident Parking Only sign for her home at 1322 Vermont Avenue. This property is within 500' of the Alamogordo Public Schools (North School - Academy del Sol complex). Her application and a location map are attached.

If approved, Ms. Dwyer understands that she will have to pay a \$100 fee for the sign to cover the cost of the sign and installation.



APPLICATION FOR "RESIDENT PARKING ONLY" SIGN

Name: Radeana Dwyer RN
Phone: 5754422720 Email: radeana.dwyer@gmail.com
Address Where Sign is Requested: 1322 Vermont
Alamogordo, NM 88310

RMD I understand that if approved by the City Commission, I will have to pay a
Initial \$100 fee (per sign) to cover the cost of the sign and installation.

Pursuant to Section 24-13-010 of the Alamogordo Code of Ordinances, no residence may be posted which is not within five hundred (500) feet of the property line of a public meeting place.

List the reason(s) for your request (please PRINT and be as detailed as possible):

My name is Radeana Dwyer, I am a Dialysis Nurse here in the community. I recently purchased my first home on May 6, 2021. There was a black sonoma truck parked in front of my house. I assumed it was the owner to the house I bought, but I was wrong. The truck belonged to my neighbor across the street. I left a note asking my neighbor to please move his truck so that I could move in from the front entrance of my house. He did not move the truck. A police officer orange tagged the truck and my neighbor finally moved his truck. Now my situation is that the same neighbor across the street is parking his other truck, a red Colorado, in front of my house right in the same exact spot where he had to move his other truck. It would be nice to be able to park in front of my new house, walk up my sidewalk which is lit by the street light, and go inside my house. Please help me obtain this request.

Radeana M. Dwyer RN
Applicant's Signature

6/23/21
Date

Thank you much,
Radeana Dwyer RN

*Please note I do not have a driveway for the house, I must park in the street

For Office Use Only:

City Commission Meeting Date: _____

____ APPROVED ____ DENIED Vote: _____

Date Applicant Notified: _____

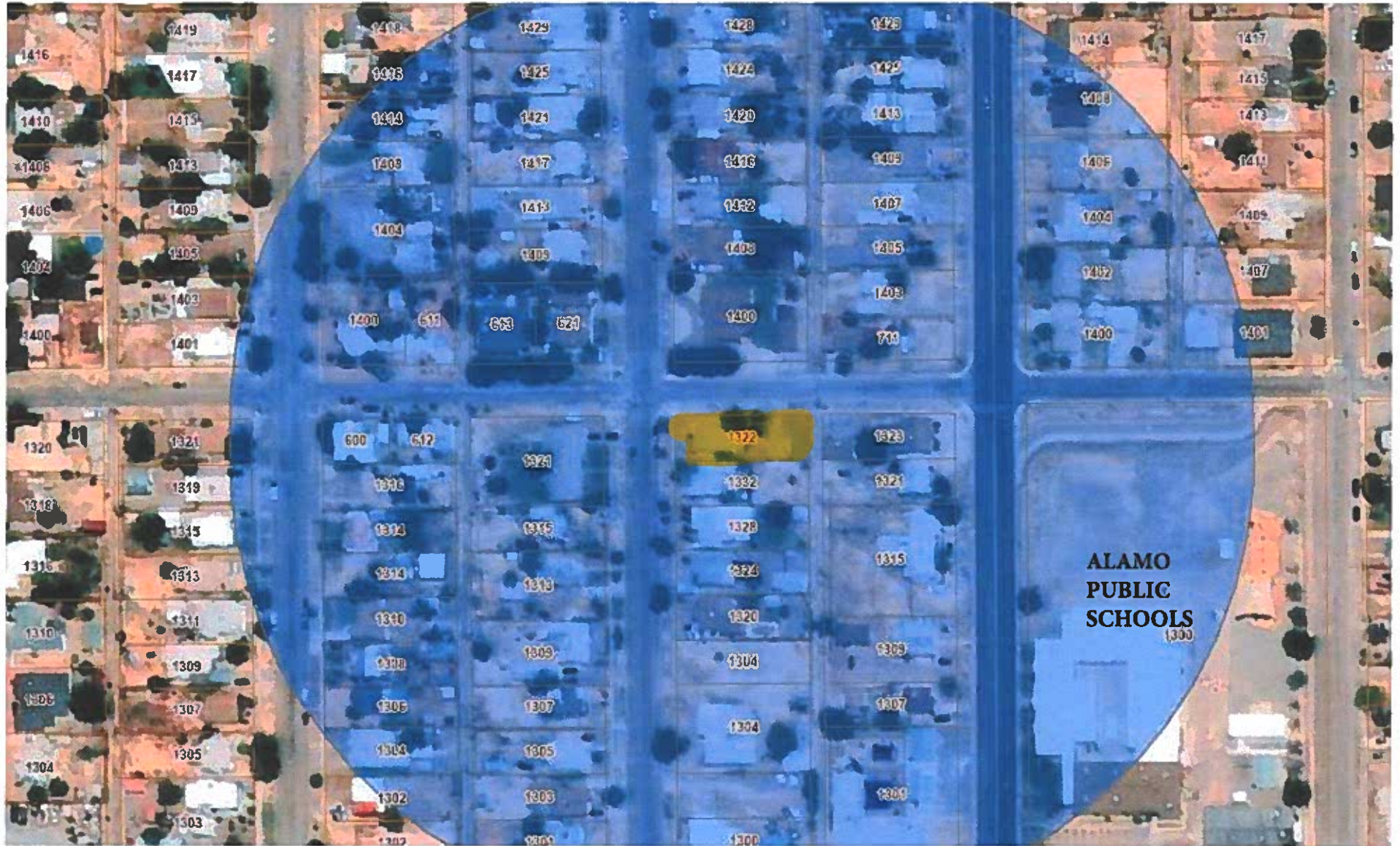
Payment Date & Receipt No.: _____ AR Code: SX

Date Work Order Requested: _____

24-13-010. Residential parking restricted.

- (a) Except when necessary to avoid conflict with other traffic, or in compliance with this section or the directions of a police officer or official traffic-control device, no person shall stop, stand or park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise or passengers, at any place where an official sign reads "Residential Parking Only," and along the curb within ten feet of either side of such sign, unless given permission by the resident living directly behind the sign. Except upon the conditions listed in this section, it shall be unlawful to place a vehicle, occupied or not, along the curb within ten feet of a "Designated Mobility Disabled Resident Parking Only" sign unless the vehicle has the requisite handicapped placard and the resident living directly behind the sign has given permission for the vehicle to occupy the space. A citation for violation of this section shall be written only upon complaint of such resident.
- (b) The determination to post a residence with "Residential Parking Only" signs shall be made by the city commission, after good cause is shown by the applicant. Good cause must include the reasons why the applicant's residence contains inadequate parking to meet the needs of the applicant. No residence may be posted which is not within five hundred (500) feet of the property line of a public meeting place.
- (c) A fee of one hundred dollars (\$100.00) shall be paid to the city treasurer upon approval of each application.
- (d) The determination to post a residence with "Designated Mobility Disabled Resident Parking Only" signs shall be made administratively by a designee of the city manager, after good cause is shown by the applicant. Good cause must include the reasons why the applicant's residence contains inadequate parking to meet the needs of the applicant.
- (e) At the first meeting in January each year, city manager shall prepare a list of the locations of all "Residential Parking Only" signs and all "Designated Mobility Disability Resident Parking Only" signs in the city. The city manager shall recommend continuance or discontinuance of each location; if discontinuance is recommended, the resident(s) shall be notified by first class mail not less than seven (7) days before the meeting. The commission shall direct the discontinuance and removal of signs at any location deemed advisable.
- (f) The city manager shall have the authority to direct the removal of "Residential Parking Only" or "Designated Mobility Disabled Resident Parking Only" signs at any location not identified on the list of such signs approved by the city commission.
- (g) Existing signs with wording approved under previous versions of this section remain effective and enforceable, but shall not be replaced except with signs containing the currently approved wording.

(Ord. No. 1567 , 5-29-18)



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 7/6/2021

Report No: 12.

Submitted By:

Subject: Consider, and act upon, first publication of Ordinance 1635, Case Z-2021-0003(A) for a map amendment to change the zoning designation of the property located at 21066 US Hwy 70 West, from R-1 Single Family Dwelling District to C-3 Business District. (*Stella Rael, City Planner*) (**Roll Call Vote Required**)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends approval

Background: The parcel located at 21066 US Hwy 70 West has been within the R-1 Single Family Dwelling District since parcel was annexed into city limits in 1997. In order for property owner to establish a commercial business at this location the property owner is requesting a map amendment.



City of Alamogordo

City Commission



Z-2021-0003(A)

Stella Rael, City Planner
July 13, 2021

Zoning Request Case: Z-2021-0003(A)

Request:

The property owner is requesting for a map amendment to change the zoning of the property located at 21066 US Hwy 70 West, from R-1 Single Family Dwelling to C-3 Business District.

Applicant/Owner:

Gloria Blakey

PO Box 1465

Alamogordo, NM 88311

Findings of Fact

- ◆1. The application was filed on June 3, 2021
 - ◆4. The legal notice was published on June 13, 2021
 - ◆5. Three(3) letters were mailed by certified/returned receipt mail to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property.
 - ◆6. As of June 23, 2021, there have been no letters returned undeliverable and I have not received any letters or phone calls of opposition.
 - ◆7. Item was presented to the Planning and Zoning Board on July 1, 2021.
- Planning and Zoning recommends approval by a vote of 3-0-0.

Z-2021-0003(A)

4

- ◆ 7. Staff recommends approval.



ORDINANCE No. 1635

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS 21066 US HWY 70 WEST FROM THEIR PRESENT DESIGNATION OF R-1 SINGLE FAMILY DWELLING DISTRICT TO C-3 BUSINESS DISTRICT, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, Gloria Blakey (hereinafter referred to as "the Owner") is the owner of certain real property legally described below (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

21066 US HWY 70 WEST

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

Z-2021-0003(A) to change the zoning of the Property, and

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

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

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

21066 US HWY 70 WEST

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2021.

**CITY OF ALAMOGORDO, NEW MEXICO a
New Mexico municipal corporation**

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/13/2021

Report Date: 6/30/2021

Report No: 13.

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 Mayor's Committee on Aging.

Background: Alamogordo Public Library Board - Two (2) vacancies due to the resignation of Michael Eshleman and William G. Dennis II.
No applications received.

Mayor's Committee on Aging - Two (2) vacancies due to the resignation of Barbara Jo Telles and Alan Kuchinsky.

The following individual is interested in being appointed:

Nora Coyazo - 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.

City of Alamogordo
APPLICATION TO SERVE ON A
CITY BOARD/COMMITTEE

RECEIVED
DEC 23 2019
CITY CLERK

Name: NORA COYAZO (Noreen)
Home Phone: (575) 439-1066 Work Phone: _____
Cell Phone: (575) 404-9194 Fax No: _____
e-mail address: _____
Physical Address: 603 DEWEY LANE
Is the above address within City limits? Yes ☒ No _____
Mailing Address: SAME AS ABOVE
Present Employer: _____ Job Title: _____

Board/Committee you wish to serve on:

First choice: Nutrition Council

Second choice: MAYOR'S COMMITTEE ON AGING

Are you related to anyone who is presently employed by the City of Alamogordo?
Yes _____ No ☒ If so, what is their relation to you? _____

Are you related to any Elected Official of the City of Alamogordo?
Yes _____ No ☒ If so, what is their relation to you? _____

Experience and education relating to the Board/Committee: _____
I have no experience in such
committees - but I am a fast learner
and I enjoy being around seniors.

Please indicate your interest in serving on a City Board/ Committee: _____

I am a native Alamogordian - And I am
interested in what happens in my city
and community. Being a senior myself - I am
very interested in senior affairs & concerns.

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575) 439-4205
FAX: (575) 439-4396