



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

April 26, 2016 - 7:00 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

Richard Boss Mayor
Al Hernandez Mayor Pro-Tem, District 5
Jason Baldwin District 1
Nadia Sikes District 2
Susan Payne District 3
Jenny Turnbull District 4
Erica Martin District 6

George Straface Interim City Manager
Stephen Thies City Attorney
Nancy Jacobs City Clerk

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation of plaques to outgoing City Commissioner Cliff Hudson and his wife, Debbie. (Mayor Pro-Tem Hernandez & Commissioner Sikes)

2. White Sands Habitat for Humanity will give a presentation concerning the house their organization is building on property donated by the City of Alamogordo. (*Kuia Taiaroa, Executive Director/Rehab Manager*)
3. Presentation of the Quarterly Report for Otero County Economic Development Council (OCEDC). (*Mike Espiritu, President & CEO*)

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

CONSENT AGENDA (Roll Call Vote Required for Item No. 6)

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.

4. Approve the Minutes for April 5, 2016 Budget Work Session & April 12, 2016 Regular City Commission Meetings. (*Nancy Jacobs, City Clerk*)
5. Approve the statement related to the Executive Session held on April 12, 2016. (*Nancy Jacobs, City Clerk*)
6. Approve Resolution No. 2016-10 amending the Convenience Center fee structure. (*Brian Cesar, Public Works Director*) **(Roll call vote required)**
7. Consider, and act upon, award of RFQ No. 2016-04 Architectural Design Services for Alamogordo Family Recreation Center Natatorium. (*Edward Balderrama, Project Manager*)
8. Consider, and act upon, award of RFQ No. 2016-02, Engineering and Design Services for North Scenic Drive Extension to Mesa Verde Ranch Road, to Smith Engineering Co. (*Brian Cesar, Public Works Director*)
9. Consider, and act upon, the request for approval of United Way funding to the Alamo Senior Center for FY 16/17 related to Meals on Wheels and Transportation programs. (*Veronica Ortega, Community Services Director*)
10. Approve Special Dispenser Permit Application and a Temporary Alcoholic Beverage Dispenser's License for Heart of the Desert for the Kitty City NM 2016 Benefit on May 20, 2016 at Creative Designs, 917 New York Avenue. (*Nancy Jacobs, City Clerk*)
11. Approve Special Dispenser Permit Application and a Temporary Alcoholic Beverage Dispenser's License for Heart of the Desert for the Galaxy Gala on June 4, 2016, at the NM Museum of Space History, 3198 State Route 2001. (*Nancy Jacobs, City Clerk*)
12. Approve Special Dispenser Permit Application and a Temporary Alcoholic Beverage Dispenser's License for Carino's Restaurant for the CHINS Galaxy Gala on June 4, 2016, at the NM Museum of Space History, 3198 State Route 2001. (*Nancy Jacobs, City Clerk*)
13. Consider, and act upon, award of RFQ No. 2016-03 Engineering Design Services to Smith Engineering Company for the McKinley Channel Phase 8 Utility Relocation. (*Nancy Beshaler, Project Manager*)

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

14. Consider and act upon Variance Request Case Number V-2016-0001(A) to reduce the width at the building setback line from 60' wide to 58.3' wide. Properties legal description: ALAMO BLOCKS BLK 108 LT 4 W50' OF N1/2 VIRDEN BLK 108 LT 6 E10' VIRDEN BLK 108 LT 6 PT OF (Dwelling) and ALAMO BLOCKS BLK 108 LT 4 W50' OF N1/2 VIRDEN BLK 108 LT 6 E10' VIRDEN BLK 108 LT 6 PT OF (Vacant Lot). *(Stella Rael, Planning and Zoning Coordinator)*

UNFINISHED BUSINESS

15. Consider, and act upon, funding for the Family Fun Center. *(George Straface, Interim City Manager)*

16. Consider, and act upon, repair by the City of the sewer service line failure at 1202 Juniper. *(Brian Cesar, Public Works Director)*

17. Consider, and act upon, repair by the City of the sewer service line failure at 2405 East 10th Street. *(Brian Cesar, Public Works Director)*

NEW BUSINESS

18. Consider, and act upon, first publication of Ordinance No. 1510 amending section of the Personnel Manual relating to corrective action and grievances. *(Stephen Thies, City Attorney)*

19. Consider, and act upon, first publication of Ordinance No. 1515, authorizing the execution of a Loan Agreement and Intercept Agreement by and between the City of Alamogordo and the New Mexico Finance authority (NMFA) for the principal amount of \$6,870,000. *(LeeAnn Nichols, Finance Director)*

20. Consider, and act upon, first publication of Ordinance No. 1516 amending Article 11-05 to adopt a Disorderly House or Social Host Ordinance. *(Stephen Thies, City Attorney)*

21. Consider, and act upon, request of Gary and Marilyn Kite that they not be required to pay full deposit on their rental property at 1009 Catalina, and request to abate the water bill of their rental property at 1007 Catalina. *(Mark Threadgill, Customer Service Manager)*

22. Consider, and act upon, complaint submitted by Paul Sanchez concerning Commissioner Nadia Sikes. *(Stephen Thies, City Attorney)*

WORK SESSION

23. Topic: Updated information will be given related to the Desalination Plant and Bonito Lake Projects. *(Brian Cesar, Public Works Director)*

EXECUTIVE SESSION

24. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Collective Bargaining Negotiations (AFSCME). **(Roll Call Vote required)**

ADJOURNMENT

**WE WILL BE CHANGING OUR MEETING TIMES
BEGINNING WITH THE MAY 10, 2016 CITY COMMISSION MTG.
NEW MEETING TIME WILL BE 6:30 P.M.**

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/14/2016

Report No: 1.

Submitted By: Nancy Jacobs, City Clerk

Subject: Presentation of plaques to outgoing City Commissioner Cliff Hudson and his wife, Debbie.
(*Mayor Pro-Tem Hernandez & Commissioner Sikes*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Plaques will be presented to Former Commissioner Cliff Hudson and his wife in recognition of their service to the City of Alamogordo.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/14/2016

Report No: 2.

Submitted By: Nancy Jacobs, City Clerk

Subject: White Sands Habitat for Humanity will give a presentation concerning the house their organization is building on property donated by the City of Alamogordo. (*Kuia Taiaroa, Executive Director/Rehab Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: This is the 42nd house built by the White Sands Habitat for Humanity organization.



White Sands
Habitat
for Humanity®

Orientation



White Sands Habitat for Humanity
seeks to put God's love
into action and bring people
together to build & renovate
homes, communities and hope.

Three Main Criteria for a House

#1 Need for Adequate Shelter

Current housing substandard and/or too expensive

#2 Ability to Pay

#3 Partnership Commitment

At least 300 hours Sweat Equity per home

Homeowner Education

- Families participate in a 8-hour workshop with a certified Financial Counselor
- Topics include:
 - Credit and money management
 - Budgeting (taxes, insurance, etc.)
 - How to be a good neighbor
 - Simple home maintenance and repairs

White Sands Habitat for Humanity does not discriminate based on:

Religion
Race
Gender
Sexual Preference
National Origin or Ancestry
Familial Status

Our Homes

- Two, three, and four bedroom homes
- Average 2 bedroom home 1100 sq feet
- Dependent on family size
- Exceptionally energy efficient



What's Inside



- **Include:**
 - Refrigerator
 - Stove
 - donated by Whirlpool
- **Not included:**
 - Dishwasher
 - Garbage disposal

The Garcia Family



2307 Cuba Ave



2307 Cuba Ave



2307 Cuba Ave



Owner Occupied Home Rehabilitation

- Community Housing Development Organization (CHDO)
- Grant funds up to \$65,000
 - Construction, \$55,000
 - Soft Costs & administrative fee \$10,000

Owner Occupied Home Rehab

BEFORE



AFTER



BEFORE



AFTER



Volunteer



WSHFH builds and
renovates homes
for low income
families in
Alamogordo and
Tularosa

Why Do I Care?

- Otero County is 22% below national poverty rate
- 28% of renters pay more than 30% of gross income for rent



COMMITTEES

Fundraising

Church Relations

Building

Site Selection

Family Advocate

Jewelry Spectacular Event



2015 Women Build



Chili Cook Off



ReStore





THANKS!



Thank you for your time and your
interest in White Sands Habitat
for Humanity.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/14/2016

Report No: 3.

Submitted By: Nancy Jacobs, City Clerk

Subject: Presentation of the Quarterly Report for Otero County Economic Development Council (OCEDC).
(Mike Espiritu, President & CEO)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: As per the agreement (Section 1.2.six), which was signed July 28, 2015, OCEDC is required to give a brief presentation of their Quarterly Report to the Commission.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/14/2016

Report No: 4.

Submitted By: Nancy Jacobs, City Clerk

Subject: Approve the Minutes for April 5, 2016 Budget Work Session & April 12, 2016 Regular City Commission Meetings. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required per the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION
BUDGET WORK SESSION MINUTES
6:30 P.M., FIRE STATION NO. 5
APRIL 5, 2016**

**RICHARD BOSS, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
SUSAN PAYNE, COMMISSIONER**

**AL HERNANDEZ, MAYOR PRO-TEM
ERICA HUDSON, COMMISSIONER
GEORGE STRAFACE, INTERIM CITY MANAGER
STEPHEN THIES, CITY ATTORNEY
NANCY JACOBS, CITY CLERK**

CALL TO ORDER / ROLL CALL

Mayor Boss called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. Commissioner Sikes was absent. Clerk Jacobs announced there was a quorum present.

APPROVAL OF AGENDA

Commissioner Baldwin moved to approve the agenda. Mayor Pro-Tem Hernandez seconded the motion. Motion carried with a vote of 6-0-0.

PRESENTATIONS

Interim City Manager Straface opened the meeting. He said they were going to provide an overview of the funds and focus on general fund expenditures and revenues.

1. The Finance Staff presented the preliminary FY16-17 City of Alamogordo Budget. *(LeeAnn Nichols, Finance Director)*

Finance Director Nichols stated the next budget meeting would be on April 21, 2016. The preliminary budget was due June 1, 2016 to the New Mexico Department of Finance Administration (DFA) and the final budget was due July 30, 2016 to the DFA. She gave a budget overview of all of the funds, and said they projected the FY17 budget would begin with \$47.2 million. Total revenue for this year was projected to be \$70.5 million which included grants. The projected budget expenditures were at \$103 million for the current year and estimated at \$65.5 million for FY17. The ending total fund balance for FY17 was estimated at \$23.6 million.

Interim City Manager Straface mentioned they were considering raising license fees and those projections were included in the budget overview.

Finance Director Nichols spoke about franchise fees, business licenses, and grants. (see agenda book for Power Point)

Commissioner Payne asked if the CDBG was \$500,000 in FY16. Finance Director Nichols said yes, and every year they were eligible for \$500,000. Commissioner Payne asked if the project needed to be completed before they could get more money. Finance Director Nichols answered, yes.

Finance Director Nichols mentioned the major revenue was gross receipts tax and it was not growing. She said Interim City Manager Straface asked the departments to provide a 2% budget cut in expenditures for FY17 with an explanation of the impact. Interim City Manager Straface said they decided not to cut some departments that would be greatly impacted, however other departments could cut more.

Finance Director Nichols went over other services and capital funding. Mayor Boss asked for a list of the Capital Fund summary. Interim City Manager Straface said he would get a list to the commission on Friday.

Finance Director Nichols talked about salaries and benefits. Interim City Manager Straface mentioned they had cut so much staff, they were hurting with services, and that is why they were seeing a jump between FY16 projected and FY17 proposed.

Accounting Manager Hall spoke on Gross Receipts Tax (GRTs) and Hold Harmless. (See agenda book for Power Point)

Mayor Boss asked for a copy of the GRT snapshot document. Interim City Manager Straface said he would put a copy of all the Power Points in the commission boxes. Finance Director Nichols stated she would also provide a copy of the tax table from Taxation and Revenue.

Finance Director Nichols talked about other funds outside of the General Fund. (See agenda book for Power Point)

Commissioner Payne asked Finance Director Nichols if the program to donate money to the Recreation Center for low come families was for any family. The Finance Director answered yes; there were some criteria the family had to meet. Commissioner Payne asked if the program was advertised, and Community Services Director Ortega said it was. Mayor Pro-Tem Hernandez said he had seen it in a pamphlet.

Commissioner Payne asked Finance Director Nichols what the Home Ownership Program was. Finance Director Nichols said the houses were the starter homes the federal government paid for to create a home ownership program where the person could live in the home and pay rent. A large portion of their rent went into to a savings account and after three years, if they cleaned up their credit, they could use that money as a down payment on the house in order to buy it. She mentioned some of the homes the City bought were in the program. Interim City Manager Straface said the four homes in the program were sold last Saturday. Commissioner Payne asked what happened to that money from the houses the City had sold. Interim City Manager Straface answered it went into the public housing funds. Commissioner Payne asked if the program was still in affect, and Mayor Pro-Tem Hernandez answered no.

Interim City Manager Straface called for a recess at 7:44 p.m.

Meeting started again at 7:54 p.m. Commissioner Baldwin left the meeting during the break.

Finance Director Nichols went over the General Fund. (See agenda book for Power Point)

Mayor Boss asked for a breakdown of the General Fund Expenditures, and Finance Director Nichols went over the breakdown.

Interim City Manager Straface asked the commission to give him direction on the fund balance. His recommendation was to minimize the use of the fund balance and use other sources, for example redirecting GRT or an additional GRT. Mayor Boss asked for dollar amounts on redirecting. Interim City Manager Straface asked Finance Director Nichols to get the information to him by Friday.

Human Resources Director Josselyn presented employee salaries and benifits. (See agenda book for Power Point)

Commissioner Payne asked if there was a pay increase for police and fire in FY17. HR Director Josselyn said no, they had not yet made an agreement with the unions. Mayor Pro-Tem Hernandez said they discussed it last year and believed it was better to leave the pay increase out of the figures.

Interim City Manager Straface said the 4% insurance increase had not been put into the figures, but it would be included in the April 21st meeting. HR Director Josselyn mentioned the modification decrease was not in the figures either.

Commissioner Payne asked if the insurance for an employee plus family was \$301 bi-monthly, making it \$600 a month, and HR Director Josselyn said that was correct. Commissioner Payne commented it was expensive for an employee of the City of Alamogordo to have insurance.

Commissioner Martin asked to talk about the Public Works reorganization before the final budget meeting. Interim City Manager Straface said he would have Public Works Director Cesar at the next budget meeting or he would contact Commissioner Martin individually.

ADJOURNMENT

Mayor Pro-Tem Hernandez moved to adjourn at 8:40 p.m. Commissioner Payne seconded the motion. Motion carried with a vote of 5-0-0.

Mayor Richard Boss

ATTEST:

City Clerk Nancy E. Jacobs

(Prepared by Rachel Hughs, Deputy City Clerk)
Approved at the Regular Meeting held on April 26, 2016.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
7:00 P.M., COMMISSION CHAMBERS
APRIL 12, 2016**

**RICHARD BOSS, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
SUSAN PAYNE, COMMISSIONER**

**AL HERNANDEZ, MAYOR PRO-TEM
ERICA HUDSON, COMMISSIONER
GEORGE STRAFACE, INTERIM CITY MANAGER
STEPHEN THIES, CITY ATTORNEY
NANCY JACOBS, CITY CLERK**

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

Mayor Boss called the meeting to order at 7:00 p.m. Roll Call was taken by the City Clerk. Clerk Jacobs announced there was a quorum present. Invocation was given by Father Tom Arrowsmith-Lowe and the Pledge of Allegiance was led by Commissioner Turnbull.

APPROVAL OF AGENDA

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

PRESENTATIONS

1. Presentation concerning upcoming Alamogordo Club for Teens Art in the Park Music and Dance Festival scheduled for June 4, 2016 in Washington Park. (*Ingo Hoepfner, ACT Founder/President*)

Mr. Hoepfner mentioned their organization didn't have a physical building and that was the reason they are using city parks for their events. He said they will be having Art in the Park free of charge on June 4th; it will include music and food. Mr. Hoepfner requested the city waive the cost of the stage, park, and electricity.

Mayor Pro-Tem Hernandez asked what the city charges for the rent of the stage and the electricity. Interim City Manager Straface answered \$1,000 per event for the stage. Community Services Director Ortega said \$37.50 an hour for electricity. Mayor Pro-Tem Hernandez asked if the charge of the stage had ever been waived. Interim City Manager Straface said no. Mayor Pro-Tem Hernandez suggested the city kick start the organization this time because it is for the youth. Mayor Boss agreed with Mayor Pro-Tem Hernandez.

Commissioner Baldwin congratulated Mr. Hoepfner on his 501C3 status. He said he was ok with what was suggested. Interim City Manager Straface suggested he meet with Mr. Hoepfner as there might be a way the organization and the city can work together to help pay for the fees. Commissioner Sikes also congratulated Mr. Hoepfner. She commented that along with the rental fee there are staff hours; therefore it was not just \$1,000. Mayor Boss said they would let Interim City Manager Straface and Mr. Hoepfner meet.

2. Presentation of an overview of the consolidation of the City of Alamogordo's Public Safety Answering Point (PSAP), and an update of current consolidation efforts. (*Mikel Ward, Fire Chief*)

Chief Ward stated the city and the county would be having a joint meeting on April 25th regarding Public Safety Answering Point (PSAP). He explained PSAP is a 24 hour facility that takes 911 calls and directly dispatches police, fire, and ambulance. He spoke on the benefits and concerns of having PSAP consolidation (see agenda book for Power Point). Chief Ward mentioned he, the sheriff and undersheriff met for five months to discuss the issues of PASP and came up with two drafts.

Interim City Manager Straface said they could receive funding from the state for PSAP. He asked Chief Ward to provide the commission with the drafts and put in their boxes.

PUBLIC COMMENT

Kim Boss commented on the following:

Mrs. Boss asked the commission to relook at the two bidders for the Family Fun Center (FFC) project and hire a licensed architect as advocate for the city.

Rick Wilson commented on the following:

Mr. Wilson asked why the city had not looked at building the FFC for \$5.9 million. He stated his proposal was misrepresented by the city.

Pamela Lee commented on the following:

Ms. Lee spoke on Mainstreet; it has taken 35 years to get in the Mainstreet Program. She announced there will be a public meeting at 6 pm on April 18th at the Willie Estrada Civic Center regarding the Whites Sands Beautification Initiative.

Paul Sanchez commented on the following:

Mr. Sanchez agreed with Mrs. Boss and Mr. Wilson's comments regarding the FFC. He asked Interim City Manager Straface what the cost of the Feasibility Study was and if a refund ever was requested.

Alicia Rios commented on the following:

Ms. Rios was concerned about staffing and fair wage. She wanted the commission to discuss what had been done in the last month regarding arbitrary raises and jobs created.

CITY MANAGER'S REPORT

Interim City Manager Straface made the following remarks:

1. He congratulated City Staff for having a successful Easter in the Park.
2. He mentioned he supported the White Sands Blvd. Beautification program.
3. He reminded the commission of the second budget hearing at 6:30 pm on April 21st at the Senior Center.
4. He announced May 14th is Military Appreciation Day at Griggs Field.
5. He mentioned Wednesday April 20th [April 15] is Purple Up Day to recognize military kids.
6. He answered Mr. Sanchez; yes the city did appeal the Feasibility Study. The cost was a little over \$14,000 and the city had received a 25% reduction.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Pro-Tem Hernandez made the following remarks:

- 1) He stated he trusts city staff and depends on them. He did not agree with comments that were made by the public.

CONSENT AGENDA

3. Approve the Minutes for March 22, 2016 Regular City Commission Meetings. (Nancy Jacobs, City Clerk)

4. Approve the statement related to the Executive Session held on March 22, 2016. (Nancy Jacobs, City Clerk)

5. Consider, and act upon, award of RFQ No. 2016-02, Engineering and Design Services for North Scenic Drive Extension to Mesa Verde Ranch Road, to Smith Engineering Co. (Brian Cesar, Public Works Director) WITHDRAWN BY STAFF

6. Consider, and act upon Memorandum of Understanding between the City of Alamogordo and Lincoln County concerning Bonito watershed restoration and improvements. (Veronica Ortega, Community Services Director)

8. Approve an Application for the Fire Protection Fund Distribution FY17. (Mikel Ward, Fire Chief)

9. Consider, and act upon, award IFB No. 2016-03 to multiple vendors, in amount not to exceed \$128,434.09 related to Miscellaneous Foods, Dairy Products & Items for the Alamogordo Senior Center Nutrition Program. (Veronica Ortega, Community Services Director)

10. Consider, and act upon, HA Resolution 2016-13 requesting approval of HUD Form 50077-CR, Civil Rights Certification. (Evelyn Huff, Housing Authority Manager) (Roll Call vote required)

11. Consider, and act upon, the Lodger's Tax Expenditures for Tourism & Travel. (Jan Wafful, Special Events Manager)

Commissioner Payne asked to remove Items #5 and #7. Deputy City Clerk Jacobs told the Mayor the Staff asked to withdraw Item #5 from the Agenda because of corrections that needed to be made.

Mayor Pro-Tem Hernandez moved to approve items 3,4,6,8,9,10, and 11 of the consent calendar. Commissioner Baldwin seconded the motion. Roll call was taken for Item No. 10. Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

7. Consider, and act upon, the award of Public Works Bid No. 2016-006 to Smith Roofing , Inc. related to the Alamogordo Housing Authority Complex and Office Reroof in an amount not to exceed \$746,680.68, including NMGR. (Evelyn Huff, Housing Authority Manager)

Housing Authority Manager Huff said the houses at Alta Vista were built in 1955 and were built with tar and gravel flat roofs, which were later changed to pitched roofs. The trusses were floating and over time they sunk causing rot and leaking. She wanted to have a sheet of decking removed, install a support nailed to the trusses, and reroof. Commissioner Payne asked how many houses it was concerning, and she answered 27 duplex buildings. Commissioner Payne asked if it had been put to bid. She said yes, they received one bid.

Commissioner Payne moved to approve the award of Public Works Bid No. 2016-006 to Smith Roofing , Inc. related to the Alamogordo Housing Authority Complex and Office Reroof in an amount not to exceed \$746,680.68, including NMGR. Mayor Pro-Tem Hernandez seconded the motion. Motion carried with a vote of 7-0-0.

UNFINISHED BUSINESS

Mayor Boss declared a potential conflict of interest because he had received campaign contributions from both of the original bidders for the FFC and returned one of the contributions. He declared no conflict of interest in this situation due to the fact he received no financial gain from the FFC project, had no investment in any construction company and he owned no property in the Mesa Verde subdivision.

12. Consider, and act upon, funding for the Family Fun Center. (George Straface, Interim City Manager)

Interim City Manager Straface said they need to be clear on the funding for 24 lanes. He mentioned there are proposals for 12, 16, and 24 lanes; his focus was on 24. He asked for direction from the commission to move forward on the FFC.

Commissioner Payne stated she was not in favor of spending over \$6 million for the FFC. She was in favor of building 24 lanes because that is what the people voted for. She was concerned that people associate school bonds with the city and that could have a huge impact for the city and schools. She wanted to know why the two bids were thrown out. Commissioner Martin said she had not seen the two proposals.

Mayor Boss said he agreed with everything Commissioner Payne said. He pointed out a lot of money had already been spent and the city had not broken ground and time was of the essence.

Commissioner Sikes told Commissioner Payne there had been an explanation to the commission and the public why the bids were rejected. Commissioner Payne said she did not remember an explanation and did not believe the citizens were given an explanation why the bids were thrown out. She suggested if there was an explanation, give it again.

Mayor Pro-Tem Hernandez recalled there was a meeting where one of the bidders had 20 books for their submittal and the other had one book. He mentioned to the newly elected officials that city staff was available to answer questions concerning the bids. Mayor Boss said he had asked Interim City Manager Straface and the reason he was given was that metal buildings and used equipment were proposed.

Interim City Manager Straface commented there were three bids and one was delayed by FedEx and was disqualified because it did not meet the time; the second one, when reviewed had pieces of it that was judged by the committee to be noncompliant in areas; the third was considered and they made presentations to the committee. He told Commissioner Payne he could share the scoring sheets with her. He mentioned the bidder did not meet their specifications.

Mayor Pro-Tem Hernandez said he did not want to see this project lost. Mayor Boss said people want to see the FFC built; they just don't want to spend over \$6 million for it. Commissioner Baldwin said he was in favor of 24 lanes.

Commissioner Payne stated her issue was the bidders did not know what was wrong regarding the scoring. Mayor Pro-Tem Hernandez mentioned he chose not to look at any of the bids because it was a design build project, which usually costs more.

Commissioner Turnbull said she wanted to move forward with 24 lanes. Mayor Boss stated they had a dilemma with wanting 24 lanes and not go over \$6 million. Interim City Manager Straface suggested they solicit the 24 lanes with options and choose from those.

Mayor Pro-Tem Hernandez recommended they take an architectural design to bid and the money they already spent be put back in the fund. Commissioner Baldwin mentioned it had come to his attention they could not go back to the two bidders without breaking some laws; this is why it had to go to another bid. Commissioner Baldwin was in favor of 24 lanes through the design build for \$6 million.

Mayor Pro-Tem Hernandez asked Commissioner Baldwin if he would include his proposal to put the money back in the fund, to start at \$6 million again. Commissioner Baldwin responded he wanted to amend his motion to add if they had extra funds to put back in the FFC fund. Interim City Manager Straface asked him if he would consider the language 'value engineering' as Mayor Pro-Tem Hernandez suggested. Commissioner Baldwin answered he didn't know if he supported that in this situation. Mayor Boss asked him if would consider amending putting the money back into the fund from economic development. Commissioner Baldwin said he would have to check on that, for now he had a

motion for 24 lanes with design build for \$6 million with an amendment to his motion to find funds to put back in the FFC fund.

Commissioner Baldwin moved to approve 24 lanes for \$6 million, Design/Build, and find the funds to replace any expenditures used from the Family Fun Center monies. Mayor Pro-Tem Hernandez seconded the motion.

City Attorney Thies said the design build process was a much more cumbersome process and even if they work fast, they were looking at four months before they could get anything to the commission. He mentioned if they continue working with the architect, the design bid would be out to bid in June and be open to anyone that had the appropriate license to build the facility. He was seeking clarification on what the commission wanted. Commissioner Baldwin asked him if the time frame process on the design build was procurement plans or city ordinance, and City Attorney Thies answered it was city ordinance. Commissioner Baldwin asked him to explain a design bid. He answered it was what they normally utilize for their public works projects where they hire an architect to develop the plans and specifications, and they advertise to anyone who is a qualified bidder. He said the bidder submits a bid and the city normally selects the lowest responsible bidder and awards the bid to them. He mentioned the proposals from the two bidders were not the final price; they still would have negotiated the final price and the price would have likely gone up. He suggested anyone with questions about it should review the design bid, as it was included with the proposal. He explained the design build they were going to do was a two phase process. He said first the city submits a request for letter of interest specifying their team, and the city chooses the three highest scores. The second phase is a request for proposal from the three based on the criteria the city listed. He mentioned if they had gone through the process, the next step would have been to negotiate the price with the selected contractor.

Commissioner Baldwin asked Rick Wilson, owner of Stardust Construction to shed some light on this. Mr. Wilson said the city did a request for qualifications and the city selected three companies. He mentioned Brunswick decided not to bid on the project leaving two proposals, one from Stardust Lanes and White Sands Construction. He said the city gave criteria they were supposed to follow including 24 lanes. He said they have received no explanation from the city why these two bids were rejected. He suggested the city go back to the original RFP and have the two bidders update or rebid, but not if they change the original plans.

Commissioner Baldwin asked City Attorney Thies where the law falls on this. City Attorney Thies suggested because of legal issues it should be discussed in executive session. Mayor Pro-Tem Hernandez stated one of the bids received a letter of disqualification leaving one bidder. City Attorney Thies said the disqualification was due to non-responsive. Commissioner Baldwin said because of the time frame involved he had an issue with the design build.

Commissioner Baldwin rescinded his motion.

Rick Merrick addressed the Commission saying the people have spoken, the citizens voted for 24 lanes at \$6 million.

Loi Bies addressed the Commission saying she did not agree on pulling money from other funds to cover the money already spent on the FFC. She asked the FFC not go over \$6 million.

Commissioner Turnbull mentioned there was a deadline for some of the work to be completed on the FFC by December 2016 and if it is not the land could be taken away.

Commissioner Turnbull moved to go ahead with the 24 lane drawing and the \$6 million budget using the Design/Bid process. Commissioner Sikes seconded the motion.

Commissioner Sikes asked if the bids were to go over \$6 million and they reject the bids, would that put them right back where they are; Mayor Boss answered yes. City Attorney Thies said if they went over \$6 million they could look at other alternatives. Mayor Pro-Tem Hernandez said another option is value engineering. Mayor Boss suggested they wait until the next commission meeting giving them time to do more research.

Commissioner Turnbull withdrew her motion with the understanding this item would be decided upon at the April 26, 2016 meeting.

Mayor Pro-Tem Hernandez moved to table this item until the next meeting on April 26, 2016. Commissioner Turnbull seconded the motion. Motion passed with a vote of 7-0-0.

NEW BUSINESS

13. Consider, and act upon, abatement of \$413.06 water billing for 1019 Sleepy Hollow Ave. (Mark Threadgill, Customer Service Manager)

Joel Barbosa and his son-in-law, Thomas Gonzalez, came before the commission to request water abatement at 1019 Sleepy Hollow. Mr. Gonzalez said in November they received a water bill for \$1,000 and after talking with Customer Service Manager Treadgill they found out the water meter was broken. They believed they should not have to pay for a water bill 12 months later because a meter the city installed was broken. He mentioned the balance after the city credit was \$429. He questioned how the city came up with tier one and two if there was a broken meter.

Customer Service Manager Treadgill said the meter was not defective. He explained last October they discovered some of the needles (ETR's) in the meters were defective. He said that after a few months they found ten percent of the meters installed were misreading and replaced approximately 1,000 ETR's, and to this day continued to replace them. He said the Barbosa's was one of the earliest meters installed and the meter read was always short in the water consumption. The city immediately did cancelled rebills on 15 accounts and explained this was the correct bill. He later found there were 985 more accounts they would have to do. Customer Service Manager Treadgill said there was a city ordinance stating they do not give away water. They checked the Barbosa's meter and found more water had been used than billed. His recommendation was to deny their request.

Mayor Boss asked Customer Service Manager Treadgill if they could make a payment arrangement. He answered yes payment arrangements had been offered to them and other customers. Commissioner Payne asked if they were paying part of the monthly bill. Customer Service Manager Treadgill said yes. She asked if their bills were lower than normal, and he said yes.

Commissioner Turnbull suggested they abate the balance. Commissioner Baldwin asked Customer Service Manager Treadgill how many customers had back billed, and he answered hundreds. Commissioner Baldwin said the water was consumed and used. Commissioner Payne stated it was roughly \$25 a month difference in their water bill. Commissioner Sikes reminded them about the ordinance of not giving water away. Commissioner Turnbull said it was the city's problem and she did not support making them pay the bill. Mayor Pro-Tem Hernandez agreed with Commissioner Turnbull.

Mayor Pro-Tem Hernandez moved to approve the abatement of \$413.06 water billing for 1019 Sleepy Hollow Ave. Commissioner Turnbull seconded the motion. Motion carried with a vote of 4-3-0. Commissioner Sikes, Commissioner Baldwin, and Commissioner Martin voted nay.

Customer Service Manager Treadgill said his department would strike the abatement process for all the other customers. Commissioner Sikes asked how much money that would be; he answered \$150,000 to \$180,000.

Mayor Pro-Tem Hernandez stated that was not his direction,; it was abate the Barbosa's bill only. Commissioner Baldwin agreed with Mayor Pro-Tem Hernandez and said they would handle it case by case. Mayor Pro-Tem Hernandez suggested there should be a policy on faulty meters.

Finance Director Nichols said the ordinance stated there was no free water and told Mayor Pro-Tem Hernandez they would work on the policy he requested. Interim City Manager Straface suggested the city manager review the policy as they rewrite it.

Mayor Boss asked for a five minute recess at 9:45 p.m.

Mayor Boss called the meeting back to order at 9:54 p.m.

14. Consider, and act upon, a land lease with New Mexico RSA 6-I Partnership, d/b/a Verizon Wireless for the purpose of constructing a communications tower on City property. (Stephen Thies, City Attorney)

City Attorney Thies recommended they have a land lease agreement with Verizon on Hooser Park located off of HWY 70.

Mayor Pro-Tem Hernandez moved to approve a land lease with New Mexico RSA 6-I Partnership, d/b/a Verizon Wireless for the purpose of constructing a communications tower on City property. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

15. Consider, and act upon, the first publication of Ordinance No. 1511 authorizing the sale of certain city owned property located at 1212 Puerto Rico in the amount of \$36,000 to Keith Autry (Evelyn Huff, Housing Authority Manager)

Housing Authority Manager Huff spoke on the homes that were auctioned and recommended they sell them.

Commissioner Payne moved to approve the first publication of Ordinance No. 1511 authorizing the sale of certain city owned property located at 1212 Puerto Rico in the amount of \$36,000 to Keith Autry. Commissioner Martin seconded the motion. Motion carried with a vote of 7-0-0.

16. Consider, and act upon, the first publication of Ordinance No. 1512 authorizing the sale of certain city owned property located at 1319 Ohio in the amount of \$26,000 to Keith Autry (Evelyn Huff, Housing Authority Manager)

Housing Authority Manager Huff said this was the same as the previous item on the homes that were auctioned and she recommended they sell them.

Commissioner Turnbull moved to approve the first publication of Ordinance No. 1512 authorizing the sale of certain city owned property located at 1319 Ohio in the amount of \$26,000 to Keith Autry. Commissioner Sikes seconded the motion. Motion carried with a vote of 7-0-0.

17. Consider, and act upon, the first publication of Ordinance No. 1513 authorizing the sale of certain city owned property located at 1315 Puerto Rico in the amount of \$17,500 to Keith Autry (Evelyn Huff, Housing Authority Manager)

Housing Authority Manager Huff said this was the same as the previous item on the homes that were auctioned and she recommended they sell them.

Commissioner Turnbull moved to approve first publication of Ordinance No. 1513 authorizing the sale of certain city owned property located at 1315 Puerto Rico in the amount of \$17,500 to Keith Autry. Commissioner Martin seconded the motion. Motion carried with a vote of 7-0-0.

18. Consider, and act upon, the first publication of Ordinance No. 1514 authorizing the sale of certain city owned property located at 700 Ridgecrest in the amount of \$31,000 to Thomas Phillips (Evelyn Huff, Housing Authority Manager)

Housing Authority Manager Huff said this was the same as the previous item on the homes that were auctioned and she recommended they sell them.

Commissioner Turnbull moved to approve the first publication of Ordinance No. 1514 authorizing the sale of certain city owned property located at 700 Ridgecrest in the amount of \$31,000 to Thomas Phillips. Mayor Pro-Tem Hernandez seconded the motion. Motion carried with a vote of 7-0-0.

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

Mayor Boss read the vacancies for boards and committees. He appointed Dawn Lewis to the Mayor's Committee on Aging and Michael Elliott to the Parks and Recreation Board. There were no objections.

PUBLIC COMMENT

Paul Sanchez commented on the following:

Mr. Sanchez asked if the rules had changed regarding the time limit on public comment. Mayor Boss said they had not changed and asked City Clerk Jacobs. She yes, it was changed to three minutes for public comment throughout the meeting but could be changed back. Mayor Boss assured Mr. Sanchez it had not changed. Mr. Sanchez asked if the commission knew about the problem with the water meters. Interim City Manager Straface answered yes they knew about the numbers but not the specifics. Mr. Sanchez was concerned the public was being billed for unaccounted water.

EXECUTIVE SESSION

20. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Limited Personnel Matters (Interim City Manager). (Roll Call Vote required)

Mayor Pro-Tem Hernandez moved to adjourn into Executive Session to discuss Limited Personnel Matters (Interim City Manager) at 10:22 p.m. Commissioner Sikes seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Nancy E. Jacobs

(Prepared by Rachel Hughs, Deputy City Clerk)
Approved at the Regular Meeting held on April 26, 2016.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/14/2016

Report No: 5.

Submitted By: Nancy Jacobs, City Clerk

Subject: Approve the statement related to the Executive Session held on April 12, 2016. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the following statements authorize them to be included in the minutes of April 12, 2016: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on April 12, 2016, a Closed Executive Session was held during the Regular Meeting and matters discussed in the closed meeting were limited only to: limited personnel matters (Interim City Manager).

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/19/2016

Report No: 6.

Submitted By: Brian Cesar, Public Works
Director

Subject: Approve Resolution No. 2016-10 amending the Convenience Center fee structure. *(Brian Cesar, Public Works Director)* **(Roll call vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Resolution 2016-10. (Roll Call Vote Required)

Background:

In 2013, the City Commission revised the Convenience Center rates to a flat monthly fee of \$2.00 per month for all City residential and commercial customers regardless of the amount of usage at the Convenience Center.

Public Works recommends that the Commission raise the monthly residential rates from \$2.00 per month to \$2.20 per month, raise commercial rates from \$2.00 to \$2.30 per month, and raise non-resident rates whether residential or commercial from \$2.00 per 100 pounds to \$2.50 per 100 pounds.

The current approved Convenience Center Budget is approximately \$252,000 annually.

In order to cover the additional cost of \$100,000 to replace the Solid Waste Compactor every ten years the Convenience Center budget would need to increase by \$10,000 annually.

In order to cover the cost of 1 pickup at \$30,000 and 1 backhoe at \$100,000 every 10 years the Convenience Center budget would need to increase an additional \$13,000 annually.

Total for equipment replacement every 10 years would cost \$23,000 annually. Including a 5% CPI of \$1150 annually that number is raised to \$24,050 annually.

The new total of the Convenience Operational Budget would be \$276,050 annually if this resolution is approved.

By using 90% of a 10,549 Residential customer base which equates to 9,494 customers times the new

suggested rate of \$2.20 per month, that would equate to \$20,886.80 per month, or \$250,641.60 annually.

By using 90% of a 1,122 Commercial customer base which equates to 1,010 customers times \$2.30 per month, that would equate to \$2,323.00 per month or \$27,876.00 annually.

Total revenue, if approved would be \$278,517.60 on an annual basis.

Staff recommends approval of the resolution.

RESOLUTION NO. 2016-10

AMENDING THE CONVENIENCE CENTER FEE STRUCTURE

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

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

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

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

1. All residential water utility accounts billed by the City of Alamogordo will include a \$2.20 convenience center surcharge.
2. All commercial water utility accounts billed by the City of Alamogordo will include a \$2.30 convenience center surcharge.
3. Any person or entity who maintains a water utility account with the City of Alamogordo is permitted to dispose of acceptable solid waste at the convenience center at no additional charge.
4. Non-residents of the City, whether commercial or individuals, will be charged at a rate of \$2.50 per 100 pounds of waste.
5. Annually, a rate review will be performed on the activities of the convenience center and proposed adjustments to commercial and residential will be presented to Commission for possible adoption.
6. Any owner of residential property who received an abatement notice from the Alamogordo Code Enforcement will be permitted to bring the waste that is required to be removed from the property in order to comply with relevant City Codes to the convenience center at no charge upon obtaining a permit from the City Manager, or his designee, provided the waste is acceptable by the convenience center.
7. This fee structure will be effective beginning July 1, 2016.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Nancy E. Jacobs, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/19/2016

Report No: 7.

Submitted By: Edward Balderrama,
Project Manager

Subject: Consider, and act upon, award of RFQ No. 2016-04 Architectural Design Services for Alamogordo Family Recreation Center Natatorium. (*Edward Balderrama, Project Manager*)

Fiscal Impact: n/a – Agreement to be negotiated

Amount Budgeted: \$246,381.00

Fund: 032-6199-990.63-91 \$246,381

Additional Fiscal Impact:

Recommendation: Award of RFQ No. 2016-04 Architectural Design Services for Alamogordo Family Recreation Center Natatorium to Lee Gamelsky Architects P.C. and approve negotiation of the professional design services agreement.

Background: The Project scope of work is to construct a natatorium that will encompass the swimming pool, surrounding pool deck and splash park area. The natatorium design will incorporate a motorized retractable roof system and motorized wall panels and openings. The existing HVAC system will be evaluate for humidity control, condensation control and indoor air quality and the existing electrical system will be evaluate in case of any upgrades to the HVAC system.

Five (5) responsive proposals were received on April 8, 2016: Lee Gamelsky Architects P.C., Wilson & Company, Vigil and Associates Architect Group, Nine Degrees Architect and Designs, Inc. and Studio d Architects.

As a result of the evaluation process, Lee Gamelsky Architects P.C. was selected for award. RFQ 2016-04 and both the successful and unsuccessful proposal are available in the City Clerk's office. The composite Score sheet is attached.

CITY OF ALAMOGORDO
COMPOSITE SCORE SHEET
Professional Architectural Service for Design of Alamogordo Family Recreation Center Natatorium
April 8th 2016
RFQ NO. 2016-04

Factor	Available Points per Vendor	5 Committee Members	Lee Gamelsky	Wilson & Compnay	Vigil & Associates	Nine Degrees Architect & Design	Studio D Architects
1	150	Specialized Design and Technical Competence	139	128	134	108	107
2	75	Capacity & Capability	66	60	57	54	44
3	75	Past Record of Performance	67	54	57	56	49
4	125	Apporach to providing the Services	122	91	97	102	93
5	25	Proximity to or Familiarity with the Alamogordo Area	19	22	21	10	25
6	25	The amount of design work that will be produced by a New Mexico business with in this state	13	13	13	15	25
7	25	Current Value of Work with City of Alamogordo	0	20	25	25	20
8	0	Preference - Local State & Veterans	21.3	19.4	0	18.5	18.15
Total Available	500	Accumulated Score	447.3	407.4	404	388.5	381.15
Total Rank			1	2	3	4	5

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/19/2016

Report No: 8.

Submitted By: Brian Cesar, Public Works
Director

Subject: Consider, and act upon, award of RFQ No. 2016-02, Engineering and Design Services for North Scenic Drive Extension to Mesa Verde Ranch Road, to Smith Engineering Co. *(Brian Cesar, Public Works Director)*

Fiscal Impact: Agreement to be negotiated - not to exceed an estimated amount of \$125,000.00, including tax

Amount Budgeted: \$4,200,000.00

Fund: 109-9003-430.65-29 & 122-9499-430.65-29 PW1606

Additional Fiscal Impact:

Recommendation:

Approve the award and authorize staff to negotiate a professional design services agreement and fee structure.

Background: The Consultant's scope of work will include the planning, design, and preparation of bid-ready plans, specifications, and estimates for the North Scenic Drive Extension to Mesa Verde Ranch Road. The Consultant will develop surveys, alignment plans, provide right-of-way and property acquisition mapping, drainage analyses, and coordinate with NMDOT and UPRR for permitting requirements.

The RFQ was advertised on February 28, 2016. Four (4) responsive proposals were received on March 24, 2016: Smith Engineering Co.; Souder, Miller & Associates; Ideals, Inc.; and OCCAM/EC Consulting Engineers, Inc.

As a result of the evaluation process, Smith Engineering Co. was selected for award. RFQ 2016-02 and the submitted proposals are available in the City Clerk's office. The composite score sheet is attached.

CITY OF ALAMOGORDO
COMPOSITE SCORE SHEET
Professional Engineering Services for North Scenic Drive Extension to Mesa Verde Ranch Road
March 24, 2016
RFQ No. 2016-02

Factor	Available Points per Vendor	5 Committee Members	Smith Engineering Co.	Souder, Miller & Associates	OCCAM/EC	Ideals, Inc.
1	150	Specialized Design and Technical Competence	131	128	122	106
2	75	Capacity & Capability	61	62	66	52
3	75	Past Record of Performance	70	64	58	50
4	125	Approach to providing the Services	103	102	95	92
5	25	Proximity to or Familiarity with the Alamogordo Area	23	24	20	22
6	25	The amount of design work that will be produced by a New Mexico business with in this state	25	25	20	20
7	25	Current Value of Work with City of Alamogordo	25	5	25	15
8	0	Preference - Local State & Veterans	21.9	20.5	20.3	17.85
Total Available						
	500	Accumulated Score	459.9	430.5	426.3	374.85
Total Rank			1	2	3	4

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/15/2016

Report No: 9.

Submitted By: Veronica Ortega, Senior
Center Manager & Interim City Manager

Subject: Consider, and act upon, the request for approval of United Way funding to the Alamo Senior Center for FY 16/17 related to Meals on Wheels and Transportation programs. (*Veronica Ortega, Community Services Director*)

Fiscal Impact:

Amount Budgeted: \$0.00

Fund:

Additional Fiscal Impact: \$13,979 is the total award amount.

\$8,993 will go towards the Meals on Wheels food supply line number.

\$4,986 will go towards transportation to help with program supplies, training, and travel for seniors.

Recommendation: Approve the acceptance of United Way grant funding.

Background: The City received a grant in the amount of \$13,979 from United Way. This funding will go towards food supplies for Meals on Wheels, program supplies and travel and training for the transportation program.

April 1, 2016

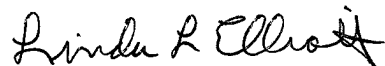
Alamogordo Senior Center
2201 Puerto Rico Avenue
Alamogordo, NM 88310

Dear Agency Partner:

This notice will be regarded as your formal agency allocation award letter. The Board of Directors has approved this total award and you will receive twelve payments starting in late April 2016. If you have any questions about your payment amount or your payment schedule please call our office. I will be glad to give you detailed information on your monthly allotment.

Congratulations on your monetary award and thank you for all that you do for our community.

Sincerely,



Linda L. Elliott
Executive Director

April 2016 to March 2017

Program	UWOC Designated	UWCNM Designated	FAC Funds	Total
MOW	\$3,310.78	\$ 507.00	\$5,175.48	\$8,993.26
Transportation	\$3,210.78	\$ 195.00	\$1,580.41	\$4,986.19



of Otero County

ARTICLES OF AGREEMENT

This agreement, entered into this 1st day of April, 2016, between United Way of Otero County hereinafter referred to as "United Way" and Partner Agency, **Alamogordo Senior Center**, hereinafter referred to as "Agency".

We the undersigned, as duly appointed representatives of Agency, verify that we will use the funds received through United Way entirely for purposes stated in the grant request application. If at any time, the Board of Directors of the United Way of Otero County determines that the funds distributed to our organization were not used for the specific purposes granted, we agree to repay those funds immediately. Submitted grant application becomes part of this contract.

It is mutually agreed that Agency has elected and does hereby agree to join with United Way in an annual campaign solicitation of corporations, business firms, employees, and other persons in a single annual solicitation for charitable contributions provided that:

1. Agency will cooperate with and give enthusiastic support to United Way and the annual campaign, making available volunteer and professional leadership, and such other services as may be helpful to assure the success of the campaign.
2. Agency's full name and emblem may appear on any campaign materials used in the annual campaign, for the period of this agreement, and on additional year-round educational materials with the specific written approval of Agency.
3. Agency will incorporate in its local year-round educational and public relations program notice of the United Way as a financing organization.
4. United Way will assist Agency in educational activities, so far as possible, when requested by Agency.
5. Prospective contributors and the general public shall be fully informed of the provision and the intent of this agreement.
6. Agency is required to volunteer and participate in two (2) or more United Way of Otero County events. Events are listed below and refer to United Way's website, **www.uwoterocounty.org**, for dates/information:
 - United Way Annual Awards Banquet
 - Robert W. Hamilton Memorial Charity Golf Classic
 - Day of Caring
 - United Way Fair at Gerald Champion Regional Medical Center
 - Chili Cook-Off
 - Koats for Kids
 - Campaign Speakers Bureau
7. Agency represents that it is a non-profit organization, to which contributions are deductible under State and Federal tax laws, and that it has on file a letter stating it is tax exempt under 501(c)(3), or a "verification of charitable use of funds" form, that it is managed by an unpaid Board of Directors, with financial and administrative policies which assure adequate internal control.

8. United Way recognizes the established practices of Agency in maintaining an interested constituency. All fund drives, including third-party benefits, shall take place between November 1st and August 31st of each year, and membership enrollment shall be directed only to individuals.
9. Agency agrees that it will not solicit funds during the designated annual United Way campaign, which shall take place between September 1st and October 31st of each year. United Way's interest is to avoid conflicting, concurrent campaigns of Agency and United Way adversely affecting United Way's ability to raise funds.
10. Agency agrees to maintain its internal financial and accounting records in accordance with generally accepted accounting practices.
11. Agency also agrees to provide a copy of the latest Agency audit by a certified public accountant, unless exempted by United Way.
12. Agency shall present its financial information and program achievements in a manner that is easily measurable and quantifiable to United Way on forms prescribed by United Way.
13. Agency agrees to maintain a current file in the United Way office, at all times, of the following documents:
 - a. IRS tax exemption letter or a "verification of charitable use of funds" form
 - b. Agency/United Way Agreement
 - c. Certification of Non-discrimination and an Affirmative Action plan.
 - d. Current list of Board of Directors.
14. Funding is contingent on fiscal responsibility and organizational stability. Funding may be withheld, until board review, if at any time United Way finds fiscal responsibility or the stability of the organization to be in question.
15. This agreement will take effect upon approval by both United Way and Agency. The term of this agreement will be for one year with no provisions for renewal.
16. Voluntary Withdrawal – Agency may voluntarily withdraw from the United Way by giving a thirty (30) day written notice to the Executive Director of United Way. A process for termination shall be negotiated to minimize hardship on either party (the Agency or United Way). The Funds Allocation Committee will negotiate withdrawal proceedings. Such arrangements shall be implemented with the approval of the United Way Board of Directors.
17. Involuntary Withdrawal – United Way reserves the right to discontinue a relationship with an Agency by giving a thirty (30) day written notice. Such action can be brought about as defined below:
 - a. The failure of the Agency to continue to meet United Way's policy requirements and/or fulfill the components of this Agreement.
 - b. As an Agency of the United Way it is an expectation that the Agency will present a positive attitude in public toward United Way. Any conflicts are to be addressed in writing to the Executive Director of United Way. Failure to follow this will result in termination of this Agreement.

Approved for United Way of Otero County:

Approved for Agency:

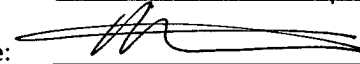
By

By

Name & Title: Josh Beug, President

Name & Title: Margaret Paluch, Asst. City Manager

Signature: _____

Signature: 

Date: _____

Date: 4-14-16

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/15/2016

Report No: 10.

Submitted By: Renee Cantin, City Clerk

Subject: Approve Special Dispenser Permit Application and a Temporary Alcoholic Beverage Dispenser's License for Heart of the Desert for the Kitty City NM 2016 Benefit on May 20, 2016 at Creative Designs, 917 New York Avenue. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Special permit and temporary license.

Background: According to Ordinance No. 1303, Section 5-01-035(a) states: The governing body of the city has deemed it advisable to allow and license limited public sale of alcoholic beverages at retail and consumption on the sale premises of alcoholic beverages approved by the city commission in specific areas of the public parks of said city, and, during community-wide celebrations, on certain other public places. Such sale shall be by responsible persons duly licensed under the Code of Ordinances, and shall be allowed for limited periods of time, as hereinafter specifically provided.

Heart of the Desert holds a current liquor license with the City and is asking for approval for this temporary license for the Kitty City NM 2016 Benefit on May 20, 2016, at Creative Designs, 917 New York Ave.

The fee of \$50.00 per temporary location has been paid for this license. The attached application has been sent for investigation to the City Planner, Police Chief, and Fire Chief.

ALCOHOL & GAMING DIVISION
PUBLIC CELEBRATION PERMIT APPLICATION WINEGROWER, SMALL BREWER & CRAFT DISTILLER LICENSE HOLDERS
(60-6A-11 / 60-6A-26.1 NMSA)
FEES ARE \$10 PER DAY – Fees are Non-Refundable

LICENSE HOLDER INFORMATION:

Business Name (DBA) Heart of the Desert Owner Name Marianne Schweers Liquor License # 6087
Mailing Address 7288 Hwy 54/70 City, State & Zip Alamogordo, NM. 88310
Contact Telephone # (575) 434-0035 Fax # (575) 434-2132 Email Address marianne@heartofthedesert.com

EVENT INFORMATION: Celebration type: State Fair ☐ County Fair ☐ Community Fiesta ☒ Cultural/Artistic Performance ☐ Athletic ☐

Circle those that apply – All Age Event ☐ Wrist Bands and/or Stamps ☒ Wine Bar ☒ Beer Garden ☒ Indoor ☒ Outdoor ☐ Event Begin Time 5:00pm End Time 10:00pm
Description and Name of Event Kitty City NM 2016 Benefit Date(s) of Event 5.20.2016 Alcohol Service Begin Time 5:00pm End Time 10:00pm
Physical Address of Event & Name of Building or Business Creative Designs, 917 New York, Alamogordo, NM 88310 Number of Persons expected to Drink 100
Description of Security Texas Enforcer Number of Security 2 Security Contact Name Lorenzo Sosa Contact Telephone # (505) 466-2248
ex. 103

SPONSOR INFORMATION

Sponsor of Event Creative Design Contact Name Jess King Contact Telephone # (575) 434-4420

BUILDING/PROPERTY OWNER APPROVAL

Name (print) Jess King Signature [Signature] Telephone # (575) 434-4420 Date 4/5/16

LICENSE HOLDER & SERVER CERTIFICATION: I, Marianne Schweers (Licensee) hereby certify that this event is not within 300 feet of a church or school unless alcoholic beverages were sold there prior to July 1, 1981 or a waiver is obtained from the local governing body. I further certify that all persons providing the service of alcoholic beverages are server certified and that they are my employees and that ALL the information on this application is true and correct.



NOTE: List of servers including name, server permit # and server expiration date must be attached to permit application.

Licensee agrees that if any statements or representations herein are found to be false, the director may refuse to issue additional permits.

Licensee Name (print) Marianne Schweers Signature Marianne Schweers Date 4-6-16
All profits derived from the sale of liquor will go only to the licensee. Only the owner or authorized person under this license may sign the permit.

NOTARY INFORMATION

Subscribed and Sworn before me this 6th day of April, 20 16 Notary Public Donna D. Ghumm Exp. 7.10.18

LOCAL GOVERNING BODY APPROVAL

Print Name _____ Title _____ Date _____ Signature _____ Phone _____ Fax _____

ALCOHOL & GAMING DIVISION USE ONLY

Approved by: _____ Date _____ Permit Number _____
Attachments: 1) Floor plan – (Pictures) 2) Fees per day (listed on top of page) 3) Server information list

Exit

Exit

Creative Designs
91 7 New York Ave
Alamogordo, NM 88310
1575 Square Feet

75
fe
et

21 feet

Bar

Entrance

Security

Security

New York Ave

RECEIVED

APR 08 2016

CITY CLERK

RECEIPT NO. 99044
DATE: APR 07 2016

City of Alamogordo

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

APPLICATION FOR TEMPORARY ALCOHOLIC BEVERAGE DISPENSER'S LICENSE

FEE: \$50.00 PER TEMPORARY LOCATION

LIQUOR LICENSE HOLDER INFORMATION:

NAME OF LICENSEE: Marianne Schweers

BUSINESS NAME: Heart of the Desert

BUSINESS ADDRESS: 7288 Hwy 54/70 Alamogordo, NM 88310 TELEPHONE NO.: (575) 434-0035

STATE LIQUOR LICENSE NO.: 6087 CITY BUSINESS LICENSE NO.: 6087

SOCIAL SECURITY NO.: On File DATE OF BIRTH: Nov 27, 1936

EVENT INFORMATION:

NAME OF EVENT UTILIZING TEMPORARY LICENSE: Kitty City NM 2016 Benefit

SPONSOR(S) OF EVENT: Creative Design

PHYSICAL LOCATION OF EVENT: 917 New York Alamogordo, NM 88310

AREA WHERE ALCOHOLIC BEVERAGES WILL BE DISPENSED; IF AVAILABLE, ATTACH MAP (SPECIFY AREA TO BE USED FOR THE PURPOSES OF THIS LICENSE. DESIGNATE SPECIFICALLY THE AREA IN A CITY PARK, OR ALTERNATIVELY, OTHER PUBLIC GROUNDS IN THE CITY): _____

DATE(S) OF EVENT: 5-20-2016

TIME TEMPORARY LICENSE WILL BE OPERATIONAL: 5:00 A.M./P.M. THROUGH 10:00 A.M./P.M.

I hereby certify that I have read and understand the following statements and will comply with all applicable laws and Ordinances:

-No alcoholic beverages may be sold at retail or consumed in any City park of the City, or on any other public grounds of said City, whether in the central business district or otherwise, except that a Temporary Alcoholic Beverage Dispenser's Licensee may use the area designated on the License for purposes of retail sale, and consumption by adult consumers of alcoholic beverages on the premises of the designated area.

-Any sale and consumption of alcoholic beverages shall be limited to the designated area.

DATE: April 6, 2016 LIQUOR LICENSEE'S SIGNATURE: Marianne Schweers

ALL TEMPORARY LICENSES SHALL NOT EXCEED THREE DAYS. NO PERSON SHALL BE ISSUED MORE THAN THREE TEMPORARY ALCOHOLIC BEVERAGE DISPENSER'S LICENSES DURING ANY CALENDAR MONTH. THESE LICENSES ARE NON-TRANSFERABLE.

FOR CITY CLERK'S USE ONLY

DATE TEMPORARY LICENSE APPROVED BY THE CITY COMMISSION:

ALCOHOLIC BEVERAGES APPROVED BY THE CITY COMMISSION: ☐ Beer ☐ Wine ☐ Distilled Spirits ☐
Other _____

TEMPORARY LICENSE NO. _____ **DATE FEE PAID:** _____

CALENDAR MONTH: _____ ☐ FIRST ☐ SECOND ☐ THIRD

DATE SPECIAL DISPENSER'S PERMIT or PUBLIC CELEBRATION PERMT APPROVAL VERIFIED WITH ALCOHOL & GAMING: _____

[01/2008]



CERTIFICATE OF LIABILITY INSURANCE

EAGLE-6

OP ID: AK

DATE (MM/DD/YYYY)

04/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Services of NM, Inc PO Box 249 / 704A Old Route 66 Moriarty, NM 87035 Jim Lyssy		CONTACT NAME: Bill Williams PHONE (A/C, No, Ext): 505-832-1658 FAX (A/C, No): 505-832-1661 E-MAIL ADDRESS:		
INSURED Eagle Ranch Pistachios, LLC 7288 Hwy 54/70 Alamogordo, NM 88310		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Nationwide Agribusiness		
		INSURER B: New Mexico Mutual		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	CPP127133A	07/27/2015	07/27/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		CPP127133A	07/27/2015	07/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000		CPP127133A	07/27/2015	07/27/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	19639119	01/01/2016	01/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Alamogordo is named as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

CITYAL1

City of Alamogordo
1376 East Ninth St.
Alamogordo, NM 88310

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CITY OF ALAMOGORDO
LICENSE/PERMIT INVESTIGATION SHEET**

NAME OF BUSINESS: Heart of the Desert
ADDRESS: 7288 Hwy 54/70 /Event 917 NY Ave.
DATE SUBMITTED FOR INVESTIGATION: 4-8-16 Event 5-20-16
Type of License/Permit:

Auction.....	☐
Temporary Alcoholic Beverage Dispenser's Permit.....	☒
Carnival.....	☐
Circus.....	☐
Firework Display.....	☐
Firework Sales	☐
Liquor.....	☐
Pawnbrokers	☐
Security Ag.....	☐
Vehicles fo.....	☐
Route Foo.....	☐
Commercial Solicitor s.....	☐

I hereby certify that I have reviewed the attached application, I have performed the necessary investigation on the applicant, and I recommend APPROVAL of the License/Permit. (If denial is recommended, please attach a written statement explaining the reason for denial)

City Planner: _____

Signature

Date

P & Z Coordinator: _____

Signature

Date

Police Chief: _____

Signature

Date

Fire Chief or Deputy: _____

Signature

Date

**Assistant

City Manager: _____

Signature

Date

B. Pyeatt - Insurance _____

Other

Signature

Date

** REQUIRED ONLY FOR ROUTE FOOD VENDOR LICENSES.

PLEASE RETURN COMPLETED SHEETS TO THE CITY CLERK

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/15/2016

Report No: 11.

Submitted By: Renee Cantin, City Clerk

Subject: Approve Special Dispenser Permit Application and a Temporary Alcoholic Beverage Dispenser's License for Heart of the Desert for the Galaxy Gala on June 4, 2016, at the NM Museum of Space History, 3198 State Route 2001. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Special permit and temporary license.

Background: According to Ordinance No. 1303, Section 5-01-035(a) states: The governing body of the city has deemed it advisable to allow and license limited public sale of alcoholic beverages at retail and consumption on the sale premises of alcoholic beverages approved by the city commission in specific areas of the public parks of said city, and, during community-wide celebrations, on certain other public places. Such sale shall be by responsible persons duly licensed under the Code of Ordinances, and shall be allowed for limited periods of time, as hereinafter specifically provided.

Heart of the Desert holds a current liquor license with the City and is asking for approval for this temporary license for the Galaxy Gala on June 4, 2016, at the NM Museum of Space History, 3198 State Route 2001.

The fee of \$50.00 per temporary location has been paid for this license. The attached application has been sent for investigation to the City Planner, Police Chief, and Fire Chief.

My copy

ALCOHOL & GAMING DIVISION
PUBLIC CELEBRATION PERMIT APPLICATION WINEGROWER, SMALL BREWER & CRAFT DISTILLER LICENSE HOLDERS
(60-6A-11 / 60-6A-26.1 NMSA)

FEES ARE \$10 PER DAY -- Fees are Non-Refundable

LICENSE HOLDER INFORMATION:

Business Name (DBA) Heart of the Desert Owner Name Marianne Schweers Liquor License # 6087
Mailing Address 7288 Hwy 54-70 City, State & Zip Alamogordo, NM 88310
Contact Telephone # 575-434-0035 Fax # 575-434-2132 Email Address _____

EVENT INFORMATION: Celebration type: State Fair ___ County Fair ___ Community Fiesta X Cultural/Artistic Performance ___ Athletic ___

Circle those that apply – All Age Event / Wrist Bands and/or Stamps – Beer Garden – Indoor / Outdoor Event Begin Time 7:00 pm End Time 1:00 am
Description and Name of Event Galaxy Gala Date(s) of Event 6-4-2016 Alcohol Service Begin Time 7:00 pm End Time 1:00 am
Physical Address of Event & Name of Building or Business Space Museum 3198 State Rt 2001 Number of Persons expected to Drink 400
Description of Security Texas Enforcer Number of Security 5 Security Contact Name Lorenzo San Contact Telephone # 1-505-466-2248
Ex. 103

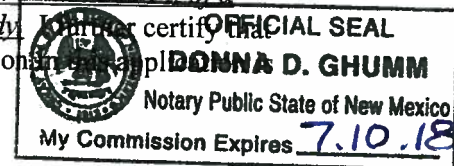
SPONSOR INFORMATION

Sponsor of Event CHINS Contact Name Nancy Hudson Contact Telephone # 575-434-3011

BUILDING/PROPERTY OWNER APPROVAL

Name (print) Cathy Harper Signature Cathy Harper Telephone # 437-2840 Date 4.1.16

LICENSE HOLDER & SERVER CERTIFICATION: I, Marianne Schweers (Licensee) hereby certify that this event is not within 300 Ft. of a church or school unless alcoholic beverages were sold there prior to July 1, 1981 or a waiver is obtained from the local governing body. I further certify that all persons providing the service of alcoholic beverages are server certified and that they are my employees and that ALL the information on this application is true and correct.
NOTE: List of servers including name, server permit # and server expiration date must be attached to permit application.
Licensee agrees that if any statements or representations herein are found to be false, the director may refuse to issue additional permits.



Licensee Name (print) Marianne Schweers Signature Marianne Schweers Date 4-6-16
All profits derived from the sale of liquor will go only to the licensee.
Only the owner or authorized person under this license may sign the permit.

NOTARY INFORMATION

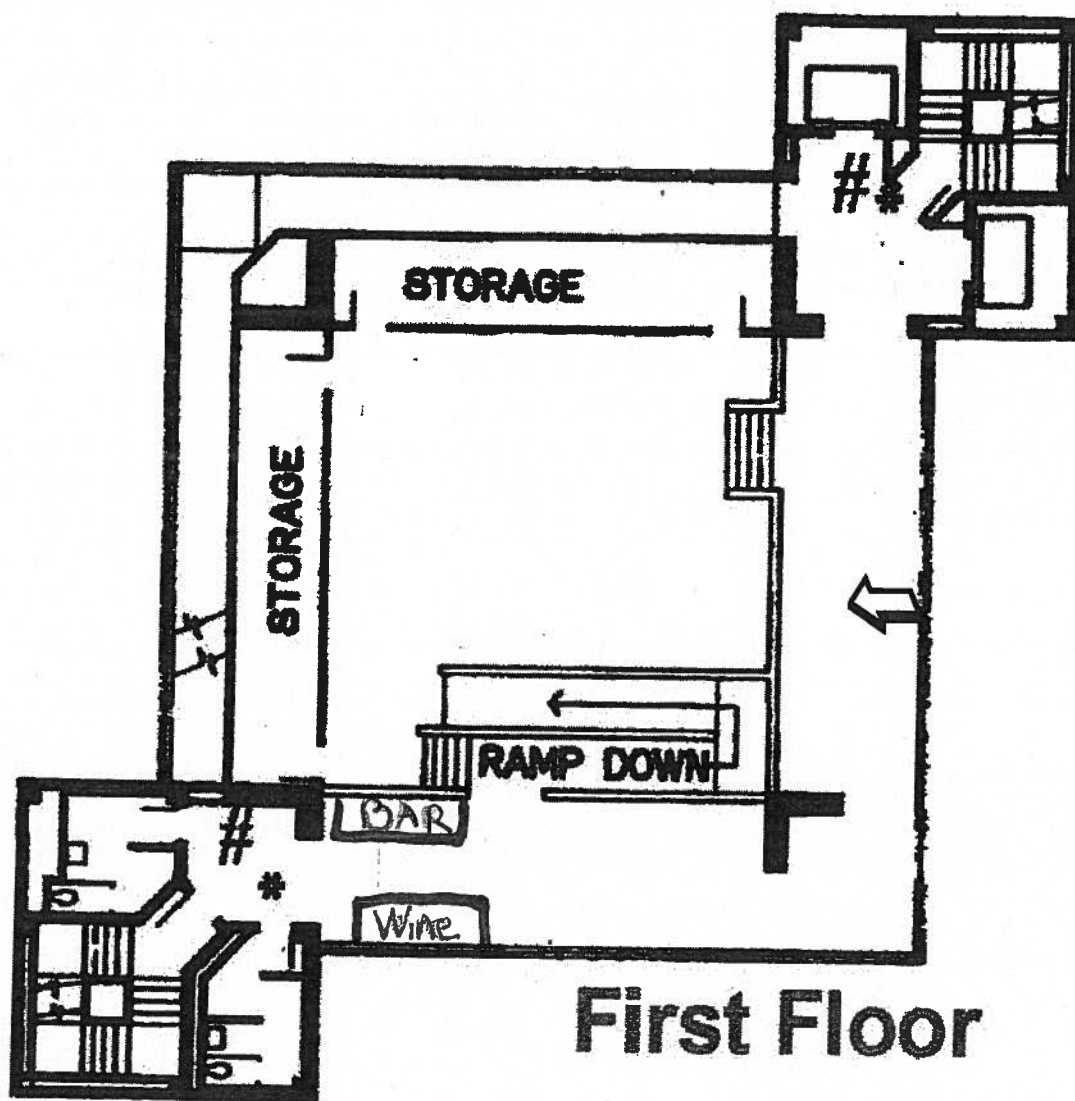
Subscribed and Sworn before me this 6th day of April, 20 16 Notary Public Donna D. Ghumm Exp. 7.10.18

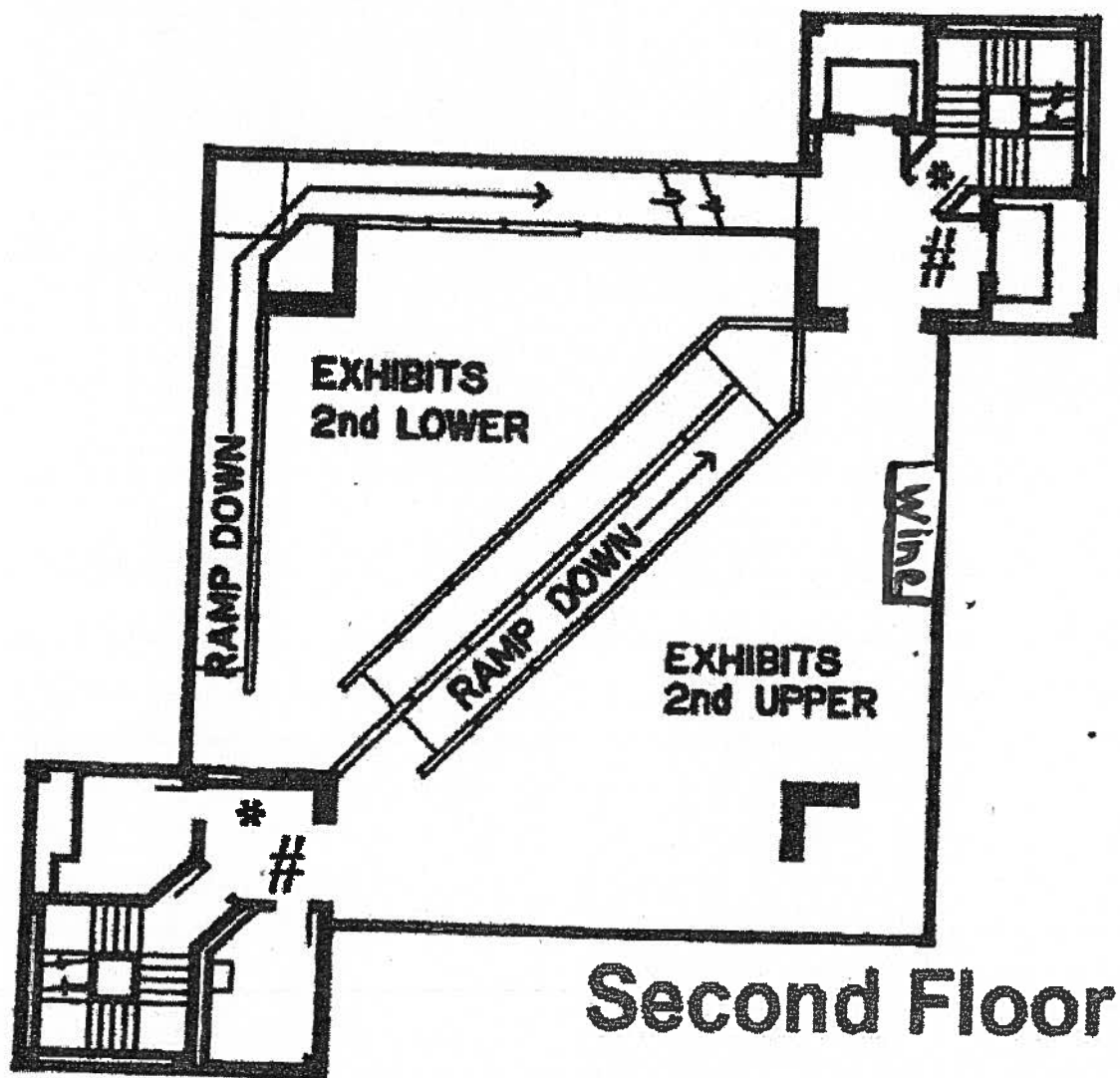
LOCAL GOVERNING BODY APPROVAL

Print Name _____ Title _____ Date _____ Signature _____ Phone _____ Fax _____

ALCOHOL & GAMING DIVISION USE ONLY

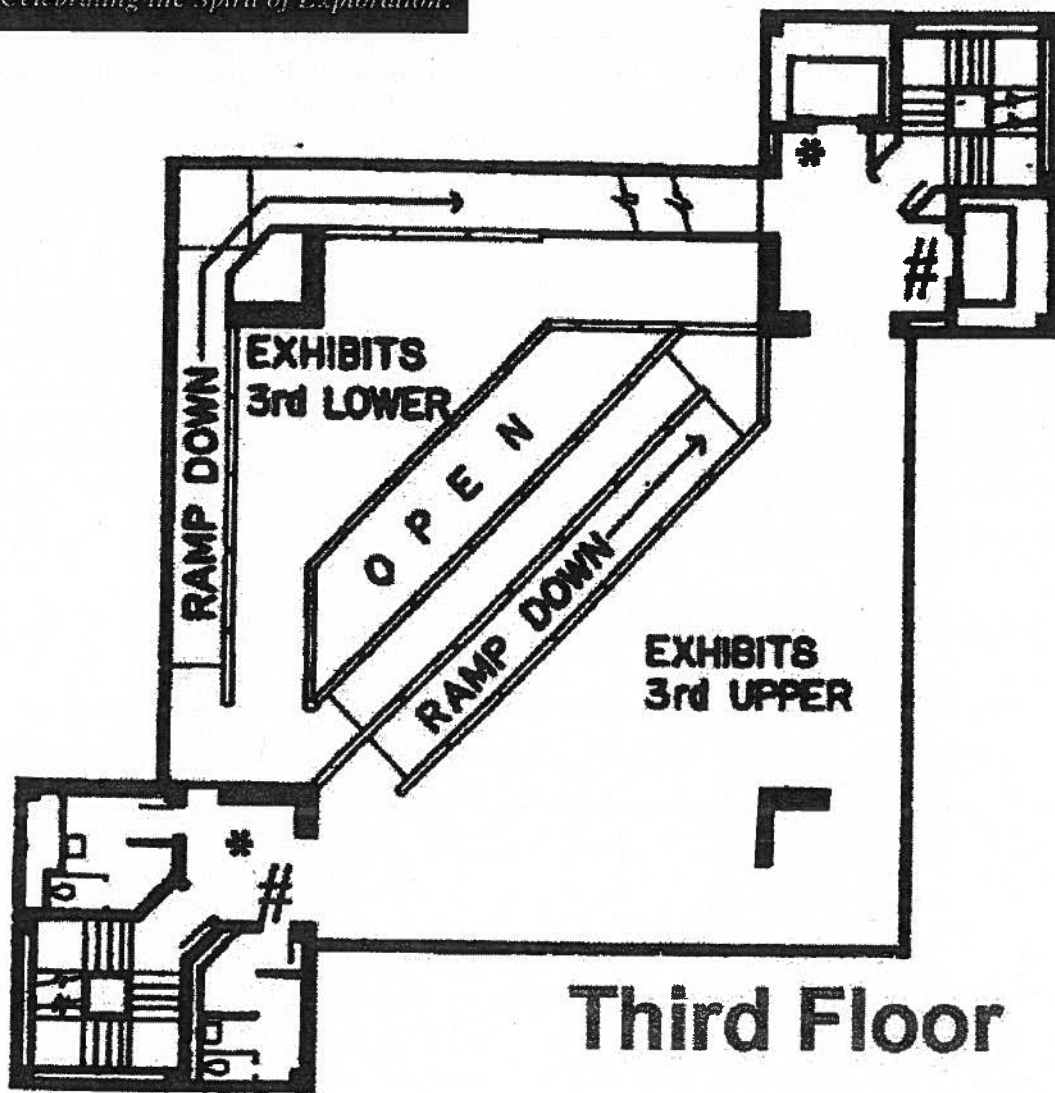
Approved by: _____ Date _____ Permit Number _____
Attachments: 1) Floor plan – (Pictures) 2) Fees per day (listed on top of page) 3) Server information list





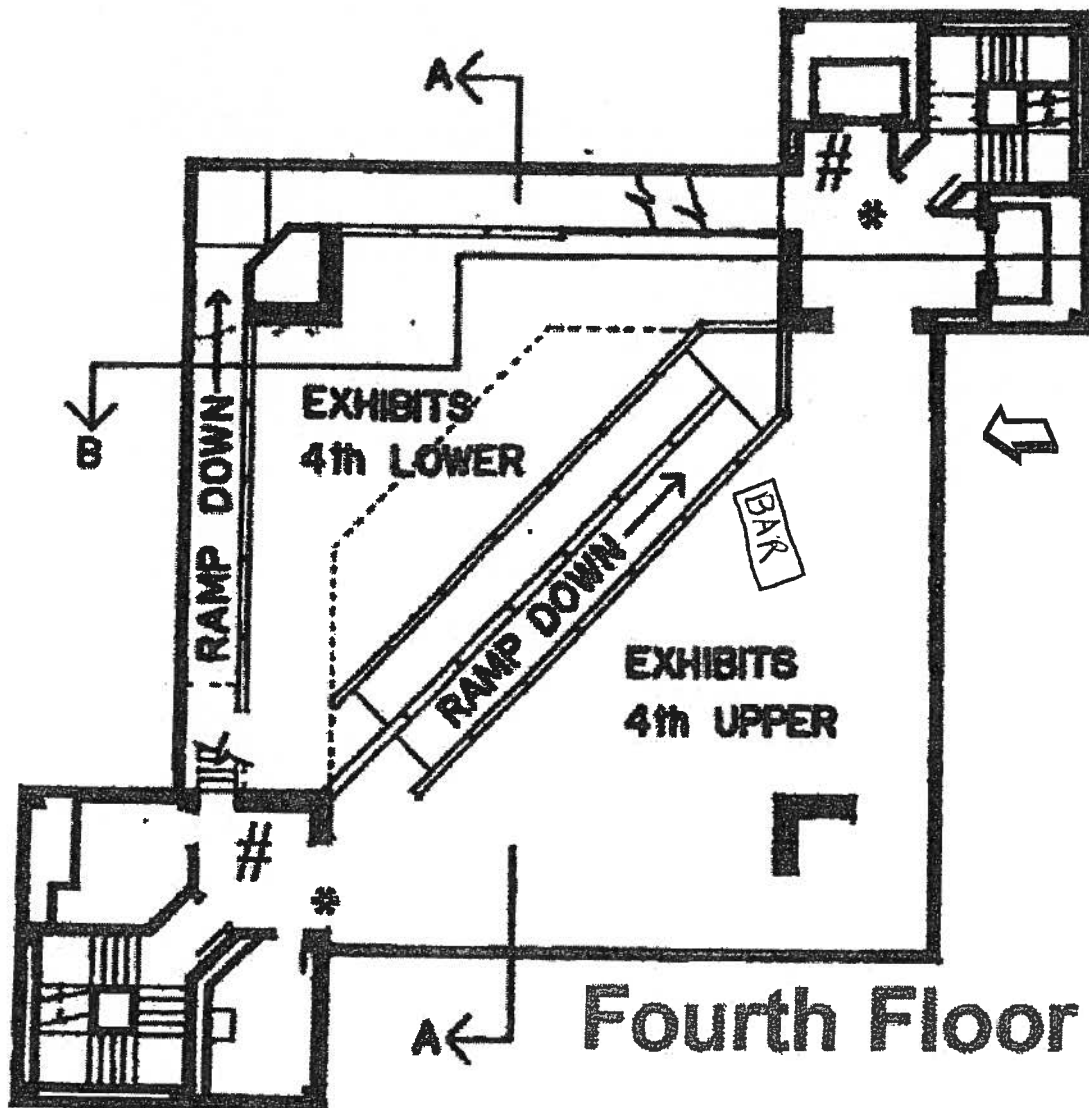


Alamogordo, NM
Contact: Cathy Harper 575-437-2840 ext. 41153
cathy.harper@state.nm.us

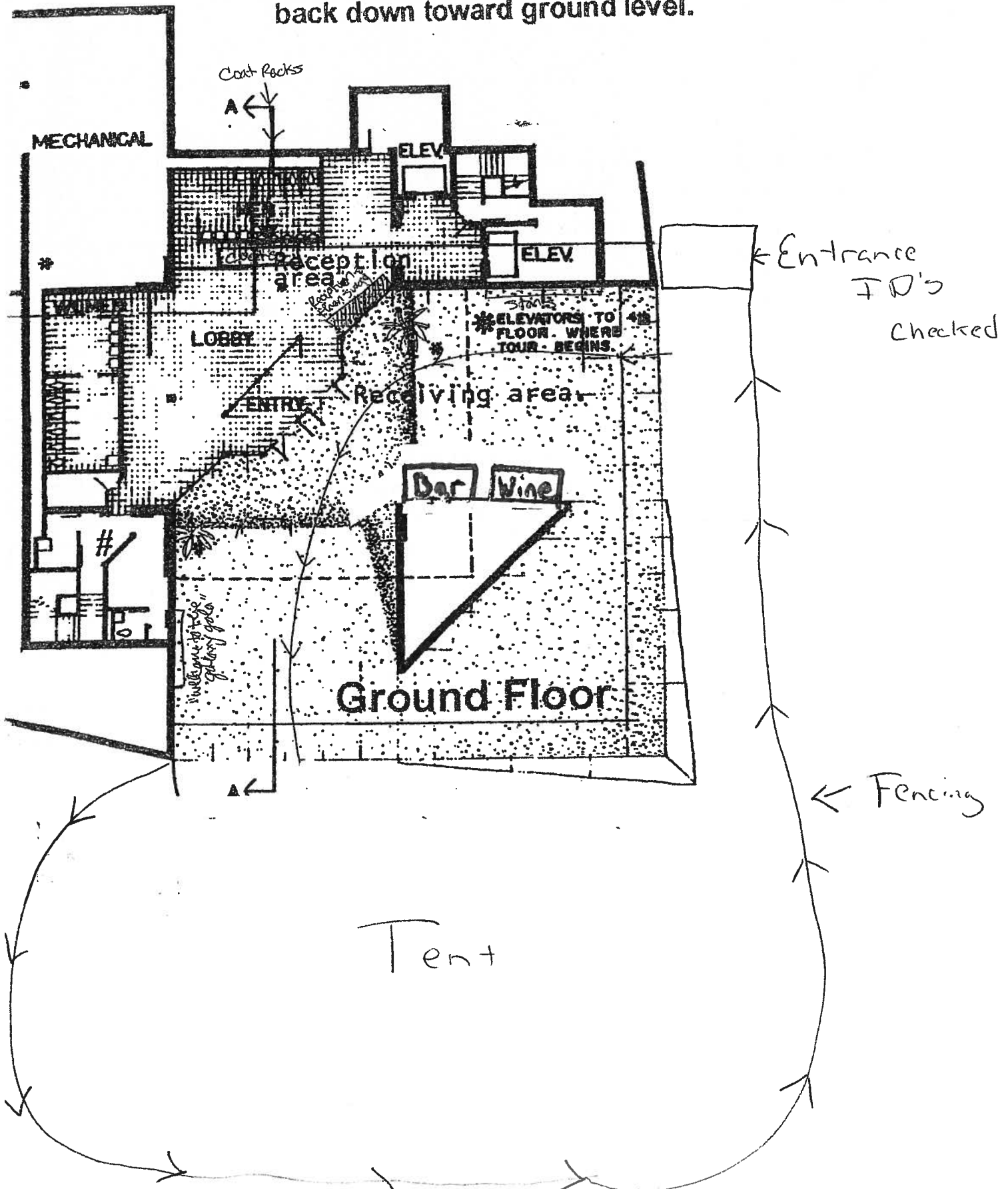




Alamogordo, NM
Contact: Cathy Harper 575-437-2840 ext. 41153
cathy.harper@state.nm.us



tour on the fourth floor, winding their way
back down toward ground level.



RECEIVED

APR 08 2016

RECEIPT NO.

99046

DATE

APR 07 2016

CITY CLERK

City of Alamogordo

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

APPLICATION FOR TEMPORARY ALCOHOLIC BEVERAGE DISPENSER'S LICENSE

FEE: \$50.00 PER TEMPORARY LOCATION

LIQUOR LICENSE HOLDER INFORMATION:

NAME OF LICENSEE: Marianne Schweers

BUSINESS NAME: Heart of the Desert

BUSINESS ADDRESS: 7888 Hwy 54/70 Alamogordo, NM 88310 TELEPHONE NO.: (575) 434-0035

STATE LIQUOR LICENSE NO.: Le087 CITY BUSINESS LICENSE NO.: Le087

SOCIAL SECURITY NO.: On File DATE OF BIRTH: Nov 27, 1936

EVENT INFORMATION:

NAME OF EVENT UTILIZING TEMPORARY LICENSE: Galaxy Gala

SPONSOR(S) OF EVENT: CHINS

PHYSICAL LOCATION OF EVENT: Space Museum - 3198 State Route 2001

AREA WHERE ALCOHOLIC BEVERAGES WILL BE DISPENSED; IF AVAILABLE, ATTACH MAP (SPECIFY AREA TO BE USED FOR THE PURPOSES OF THIS LICENSE. DESIGNATE SPECIFICALLY THE AREA IN A CITY PARK, OR ALTERNATIVELY, OTHER PUBLIC GROUNDS IN THE CITY):

DATE(S) OF EVENT: 4-4-2016

TIME TEMPORARY LICENSE WILL BE OPERATIONAL: 7:00 A.M. P.M. THROUGH 12:00 A.M./P.M.

I hereby certify that I have read and understand the following statements and will comply with all applicable laws and Ordinances:

-No alcoholic beverages may be sold at retail or consumed in any City park of the City, or on any other public grounds of said City, whether in the central business district or otherwise, except that a Temporary Alcoholic Beverage Dispenser's Licensee may use the area designated on the License for purposes of retail sale, and consumption by adult consumers of alcoholic beverages on the premises of the designated area.

-Any sale and consumption of alcoholic beverages shall be limited to the designated area.

DATE: April 6, 2016 LIQUOR LICENSEE'S SIGNATURE: Marianne Schweers

ALL TEMPORARY LICENSES SHALL NOT EXCEED THREE DAYS. NO PERSON SHALL BE ISSUED MORE THAN THREE TEMPORARY ALCOHOLIC BEVERAGE DISPENSER'S LICENSES DURING ANY CALENDAR MONTH. THESE LICENSES ARE NON-TRANSFERABLE.

FOR CITY CLERK'S USE ONLY

DATE TEMPORARY LICENSE APPROVED BY THE CITY COMMISSION:

ALCOHOLIC BEVERAGES APPROVED BY THE CITY COMMISSION: ☐ Beer ☐ Wine ☐ Distilled Spirits ☐
Other _____

TEMPORARY LICENSE NO. _____ **DATE FEE PAID:** _____

CALENDAR MONTH: _____ ☐ FIRST ☐ SECOND ☐ THIRD

DATE SPECIAL DISPENSER'S PERMIT or PUBLIC CELEBRATION PERMIT APPROVAL VERIFIED WITH ALCOHOL & GAMING: _____

[01/2008]



CERTIFICATE OF LIABILITY INSURANCE

EAGLE-6

OP ID: AK

DATE (MM/DD/YYYY)

04/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Services of NM, Inc PO Box 249 / 704A Old Route 66 Moriarty, NM 87035 Jim Lyssy		CONTACT NAME: Bill Williams PHONE (A/C, No, Ext): 505-832-1658 FAX (A/C, No): 505-832-1661 E-MAIL ADDRESS:		
INSURED Eagle Ranch Pistachios, LLC 7288 Hwy 54/70 Alamogordo, NM 88310		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Nationwide Agribusiness		
		INSURER B : New Mexico Mutual		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	CPP127133A	07/27/2015	07/27/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		CPP127133A	07/27/2015	07/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10000 OCCUR CLAIMS-MADE		CPP127133A	07/27/2015	07/27/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A	N/A	19639119	01/01/2016	01/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Alamogordo is named as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

CITYAL1

City of Alamogordo
1376 East Ninth St.
Alamogordo, NM 88310

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cemanda Kengan

CITY OF ALAMOGORDO
LICENSE/PERMIT INVESTIGATION SHEET

NAME OF BUSINESS: Heart of the Desert
ADDRESS: 7288 Hwy 54/70 EVENT Space Museum
DATE SUBMITTED FOR INVESTIGATION: April 8, 2015 Event 6-4-16
Type of License/Permit:

Auction.....	☐
Temporary Alcoholic Beverage Dispenser's Permit.....	☒
Carnival.....	☐
Circus.....	☐
Firework Display.....	☐
Firework Sales.....	☐
Liquor.....	☐
Pawnbrokers.....	☐
Security Agencies.....	☐
Vehicles for Hire.....	☐
Route Food Vendor.....	☐
Commercial Solicitor's (Animal Sales)	☐

I hereby certify that I have reviewed the attached application, I have performed the necessary investigation on the applicant, and I recommend APPROVAL of the License/Permit. (If denial is recommended, please attach a written statement explaining the reason for denial)

City Planner: _____

Signature

Date

P & Z Coordinator: _____

Signature

Date

Police Chief: _____

Signature

Date

Fire Chief or Deputy: _____

Signature

Date

** Assistant

City Manager: _____

Signature

Date

B. Pyeatt - Insurance

Other

Signature

Date

** REQUIRED ONLY FOR ROUTE FOOD VENDOR LICENSES.

PLEASE RETURN COMPLETED SHEETS TO THE CITY CLERK

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/18/2016

Report No: 12.

Submitted By: Renee Cantin, City Clerk

Subject: Approve Special Dispenser Permit Application and a Temporary Alcoholic Beverage Dispenser's License for Carino's Restaurant for the CHINS Galaxy Gala on June 4, 2016, at the NM Museum of Space History, 3198 State Route 2001. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Special permit and temporary license.

Background: According to Ordinance No. 1303, Section 5-01-035(a) states: The governing body of the city has deemed it advisable to allow and license limited public sale of alcoholic beverages at retail and consumption on the sale premises of alcoholic beverages approved by the city commission in specific areas of the public parks of said city, and, during community-wide celebrations, on certain other public places. Such sale shall be by responsible persons duly licensed under the Code of Ordinances, and shall be allowed for limited periods of time, as hereinafter specifically provided.

Carino's Restaurant holds a current liquor license with the City and is asking for approval for this temporary license for the CHINS Galaxy Gala on June 4, 2016, at the NM Museum of Space History, 3198 State Route 2001.

The fee of \$50.00 per temporary location has been paid for this license. The attached application has been sent for investigation to the City Planner, Police Chief, and Fire Chief.

ALCOHOL & GAMING DIVISION | SPECIAL DISPENSER PERMIT APPLICATION (\$60-6A-12 NMSA)

FEE PER DAY: ☐ \$25.00 Private Event (Catered), No. of Days: _____ ☐ \$50.00 Public Event, No. of Days: 1 (ALL FEES ARE NON-REFUNDABLE)

A copy of all approved permits are sent to the Special Investigations Division of the Department of Public Safety, and DPS will request additional information, if needed.

LICENSE HOLDER INFORMATION: Liquor License # 28048 Clear of Citations/Holds: ☒ Yes ☐ No Date Application Filed: _____

Business Name (DBA): Johnny Carinos Italian Owner Name: SWXC Alamo LLC Local Option District (LOD): _____

Mailing Address: 260 Panoramica Blvd. City, State & Zip: Alamogordo NM 88310

Phone: 575-434-2615 Fax No.: 575-434-2644 Email Address: c3103@swcarinos.com

EVENT INFORMATION: Description and Name of Event CHINS Galaxy Gala Date(s) /Duration of Event: 6/4/16

Physical Address of Event and Name of Building or Business NM Museum of Space History / 3198 State Route 2001 Alamogordo NM 88310

Check all that apply: ☐ Indoor Event Only ☐ Outdoor Event Only ☐ Beer Garden ☒ All Ages Event

Time Event Begins: 7:00 pm Time Event Ends: 12:00 am Total Number of Attendees Expected at Event: 500

Time Alcohol Service Begins: 7:00 pm Time Alcohol Service Ends: 12:00 pm Total Number of Attendees Expected to Consume Alcohol: 400

Security, describe: Texas Enforcer Number of Security 5 Security Contact Name Lorenzo Soza Contact Telephone # 1-505-466-2248

Note: Licensee's employee(s) assigned to work security, must work this exclusively and may not serve at the Event. Ext. 103

SPONSOR INFORMATION: Sponsor of Event: Children In Need of Services Name of Contact: Nancy J. Hudson Phone: 575-642-6147

APPROVAL OF PROPERTY OWNER: Print Name: Cathy Harper Signature: Cathy Harper Date: 4.5.16 Phone: 437-2840

NAME OF BUSINESS, and LOCATION OF PROPERTY: NM Museum of Space History 3198 St Rd 2001, Alamogordo, NM 88310

LICENSE HOLDER & SERVER CERTIFICATION: I, Dave Rosky (Licensee) hereby certify that this application is signed by Licensee or authorized person under this License, that the Event is within the same Local Option District as the Dispenser's License and that Event is not within 300 feet of a church or school unless alcoholic beverages were sold there prior to July 1, 1981 or a waiver is obtained from the local governing body. I further certify that all persons providing the service of alcoholic beverages at the Event are currently Server Certified, that they are all my employees, and that ALL the information in this Application and the Attachments, is true and correct. Licensee Agrees that if any statements or representations herein are found to be false, the Director may refuse to issue additional permits.

Must sign before a Notary:

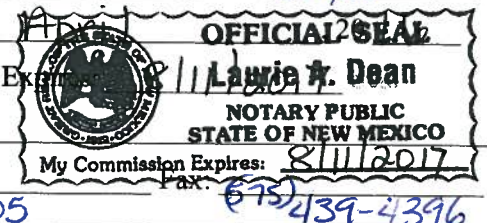
Licensee Name (print) Dave Rosky Signature [Signature] Date 4/11/16

NOTARY: State of New Mexico, County of Otero, Subscribed and Sworn to before me on this 11th day of April

Signature of Notary Public: Laurie A. Dean Title: PID My Commission Expires 8/11/2017

LOCAL GOVERNING BODY APPROVAL: Print Name: Richard Boss Title: Mayor

Signature _____ Date _____ Phone: (575) 439-4205 Fax: (575) 439-4396



ALCOHOL & GAMING DIVISION USE ONLY: Application Must Include: Payment of Fees, per day (listed on top of page), Floor Plan - (w/photos) and Detailed Server List

Approved by: _____ Date: _____

Assigned Permit Number: _____ Approved Permit Sent on: _____ By: ☐ Email ☐ Fax

RECEIPT NO. 100611DATE PAID: APR 12 201

City of Alamogordo

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

APPLICATION FOR TEMPORARY ALCOHOLIC BEVERAGE DISPENSER'S LICENSE

FEE: \$50.00 PER TEMPORARY LOCATION

LIQUOR LICENSE HOLDER INFORMATION:NAME OF LICENSEE: SWXC ALAMO LLCBUSINESS NAME: Johnny Carino's ItalianBUSINESS ADDRESS: 260 Panorama Blvd 88310 TELEPHONE NO.: 575-434-2615STATE LIQUOR LICENSE NO.: 28048 CITY BUSINESS LICENSE NO.: _____SOCIAL SECURITY NO.: on file DATE OF BIRTH: on file**EVENT INFORMATION:**NAME OF EVENT UTILIZING TEMPORARY LICENSE: CHINS Inc. Galaxy GalaSPONSOR(S) OF EVENT: Children in Need of Service Inc.PHYSICAL LOCATION OF EVENT: NM Museum of Space History 3198 State Route 2001
Alamogordo NM 88310

AREA WHERE ALCOHOLIC BEVERAGES WILL BE DISPENSED; IF AVAILABLE, ATTACH MAP (SPECIFY AREA TO BE USED FOR THE PURPOSES OF THIS LICENSE. DESIGNATE SPECIFICALLY THE AREA IN A CITY PARK, OR ALTERNATIVELY, OTHER PUBLIC GROUNDS IN THE CITY): _____

DATE(S) OF EVENT: 6/4/16TIME TEMPORARY LICENSE WILL BE OPERATIONAL: 6:30 A.M. P.M. THROUGH 12 A.M./P.M.

I hereby certify that I have read and understand the following statements and will comply with all applicable laws and Ordinances:

-No alcoholic beverages may be sold at retail or consumed in any City park of the City, or on any other public grounds of said City, whether in the central business district or otherwise, except that a Temporary Alcoholic Beverage Dispenser's Licensee may use the area designated on the License for purposes of retail sale, and consumption by adult consumers of alcoholic beverages on the premises of the designated area.

-Any sale and consumption of alcoholic beverages shall be limited to the designated area.

DATE: 3/30/16 LIQUOR LICENSEE'S SIGNATURE: 

ALL TEMPORARY LICENSES SHALL NOT EXCEED THREE DAYS. NO PERSON SHALL BE ISSUED MORE THAN THREE TEMPORARY ALCOHOLIC BEVERAGE DISPENSER'S LICENSES DURING ANY CALENDAR MONTH. THESE LICENSES ARE NON-TRANSFERABLE.

FOR CITY CLERK'S USE ONLY

DATE TEMPORARY LICENSE APPROVED BY THE CITY COMMISSION:

ALCOHOLIC BEVERAGES APPROVED BY THE CITY COMMISSION: ☐ Beer ☐ Wine ☐ Distilled Spirits ☐

Other _____

TEMPORARY LICENSE NO. _____ **DATE FEE PAID:** _____

CALENDAR MONTH: _____ ☐ FIRST ☐ SECOND ☐ THIRD

DATE SPECIAL DISPENSER'S PERMIT or PUBLIC CELEBRATION PERMT APPROVAL VERIFIED WITH ALCOHOL & GAMING: _____

[01/2008]

CITY OF ALAMOGORDO

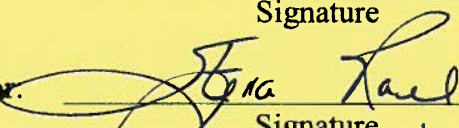
LICENSE/PERMIT INVESTIGATION SHEET

NAME OF BUSINESS: SWXC Alamo LLC dba Johnny Carino's
 ADDRESS: 260 Panorama Blvd, Alamo, NM 88310
 DATE SUBMITTED FOR INVESTIGATION: 4/13/2016
 Type of License/Permit:

- | | |
|--|-------------------------------------|
| Auction..... | ☐ |
| Temporary Alcoholic Beverage Dispenser's Permit..... | ☒ |
| Carnival..... | ☐ |
| Circus..... | ☐ |
| Firework Display..... | ☐ |
| Firework Sales..... | ☐ |
| Liquor..... | ☐ |
| Pawnbrokers..... | ☐ |
| Security Agencies..... | ☐ |
| Vehicles for Hire..... | ☐ |
| Route Food Vendor..... | ☐ |
| Commercial Solicitor's (Animal Sales) | ☐ |

I hereby certify that I have reviewed the attached application, I have performed the necessary investigation on the applicant, and I recommend APPROVAL of the License/Permit. (If denial is recommended, please attach a written statement explaining the reason for denial)

City Planner:

	Signature	Date
— P & Z Coordinator:		<u>4-14-16.</u>

	Signature	Date
— Police Chief:		<u>4-18-16</u>

	Signature	Date
— Fire Chief or Deputy:		

** Assistant

City Manager:

Signature	Date
-----------	------

— B. Pyeatt - Insurance

Other

Signature	Date
-----------	------

** REQUIRED ONLY FOR ROUTE FOOD VENDOR LICENSES.

PLEASE RETURN COMPLETED SHEETS TO THE CITY CLERK

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/18/2016

Report No: 13.

Submitted By: Maggie Paluch, Assistant
City Manager

Subject: Consider, and act upon, award of RFQ No. 2016-03 Engineering Design Services to Smith Engineering Company for the McKinley Channel Phase 8 Utility Relocation. (*Nancy Beshaler, Project Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the award of RFQ No. 2016-03 Engineering Design Services to Smith Engineering Company for the McKinley Channel Phase 8 Utility Relocation.

Background: This project will relocate city-owned utilities for construction of Phase 8 of the Corps of Engineers Flood Control project. McKinley Channel Phase 8 will begin at First Street and continue upstream to the base of the Sacramento Mountains where a sedimentation basin will be constructed. An RFQ for Engineering Services was advertised March 15 and March 20, 2016. Two (2) proposals were received on April 8, 2016 in response to RFQ No. 2016-03. As a result of the evaluation process, Smith Engineering Company was selected for award. The composite score sheet is attached.

CITY OF ALAMOGORDO
COMPOSITE SCORE SHEET
Professional Engineering Services for McKinley Channel Phase 8 Utility Relocation
April 8th 2016
RFQ NO. 2016-03

Factor	Available Points per Vendor	5 Committee Members	Smith Engineering	Ideals Inc.
1	150	Specialized Design and Technical Competence	110	102
2	75	Capacity & Capability	65	57
3	75	Past Record of Performance	67	51
4	125	Apporach to providing the Services	136	112
5	25	Proximity to or Familiarity with the Alamogordo Area	24	21
6	25	The amount of design work that will be produced by a New Mexico business with in this state	25	20
7	25	Current Value of Work with City of Alamogordo	25	20
8		Preference - Local State & Veterans	22.6	19.15
Total Available	500	Accumulated Score	474.6	402.15
Total Rank			1	2

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/22/2016

Report No: 14.

Submitted By: Stella Rael, Planning &
Zoning Coordinator

Subject: Consider and act upon Variance Request Case Number V-2016-0001(A) to reduce the width at the building setback line from 60' wide to 58.3' wide. Properties legal description: ALAMO BLOCKS BLK 108 LT 4 W50' OF N1/2 VIRDEN BLK 108 LT 6 E10' VIRDEN BLK 108 LT 6 PT OF (Dwelling) and ALAMO BLOCKS BLK 108 LT 4 W50' OF N1/2 VIRDEN BLK 108 LT 6 E10' VIRDEN BLK 108 LT 6 PT OF (Vacant Lot). (*Stella Rael, Planning and Zoning Coordinator*)

Fiscal Impact: None

Amount Budgeted: \$0.00

Fund: N/A

Additional Fiscal Impact:

Recommendation: Staff recommends the approval of V-2016-0001(A).

Background: Applicant is seeking to realign a 50-foot wide lot and a 68.3-foot wide lot into a 60-foot wide lot (which has an existing home) and a 58.3 foot wide lot (which is vacant) through the Certificate of Survey procedure. Due to the realignment, applicant has applied for a variance to allow a 58.3 foot wide lot.

After analyzing the particulars of the case with prevailing local regulations, staff is recommending approval.

Staff's recommendation for approval is based on the following Findings of Fact (please see attached staff report):

1. The properties are located at 1218 15th Street and consist of a 0.16 Acre Lot (with existing dwelling) and a 0.19 Acre Lot (Vacant Lot) in an R1 (Single Family Dwelling) zone; more specifically identified as Tax Parcel # 01-01774.
2. The applicant is requesting a variance from Section 29-03-050 of the City of Alamogordo Municipal Code to reduce the width at the building setback line from sixty feet (60) wide to fifty eight feet three inches (58.3) wide.
3. The application was filed on March 4, 2016.
4. The adjoining property owners were notified on, March 22, 2016 and April 1, 2016.
5. The legal notice published in the Alamogordo Daily News on March 16, 2016 and April 3, 2016.
6. Forty five (45) letters were mailed by first class mail to all property owners of record within two hundred (200) feet, excluding public right-of-way, of the property for which the variance is sought.
7. Nine (9) letters of protest were received.

8. Three (3) letters were returned undeliverable.

9. The Planning and Zoning Commission at its April 7, 2016 Planning and Zoning Commission meeting did not have a recommendation for the City Commission.



City of Alamogordo

CITY COMMISSION

VARIANCE REQUEST

CASE: V-2016-0001(A)

Stella Rael, Planning & Zoning Administrator
April 26, 2016

Variance Request Case: V-2016-0001(A)

Request:

The applicant is requesting a variance from Section 29-03-050 of the City of Alamogordo Municipal Code to reduce the width at the building setback line from sixty feet (60) wide to Fifty Eight Feet Three Inches (58.3) wide.

Applicant:

Branden Langley of Alamotero Land Surveys
1101 N. Florida Ave.
Alamogordo, NM 88310

Owner:

Tommie C. Herrell and C. Josette Herrell
Trust U/AD May 2, 2002 and Isaiah T. Montoya
PO Box 4338
Alamogordo, NM 88311



Variance Request Case: V-2016-0001(A)

Section 29-01-070 Variances.

(a) Definition. A variance is a dispensation permitted by the City of Alamogordo of the dimensional regulations of the "Code of Ordinances of the City of Alamogordo, New Mexico," where:

- (1) Such action will not be materially detrimental to the public interest; and
- (2) Such action will not grant a discriminatory benefit to the land owner and/or harm neighboring properties; and
- (3) Such action, owing to conditions peculiar to the property or the neighborhood and not the result of actions or the situation of the applicant, a literal enforcement of the Code of Ordinances of the City of Alamogordo, New Mexico, and not in conflict with any other adopted code, would result in practical difficulties or unnecessary hardship.



Variance Request Case: V-2016-0001 (A)



Variance Request Case: V-2016-0001 (A)

Zoning: R-1 Single Family Dwelling



Proposed Plat

CERTIFICATE OF SURVEY
REPLAT A
VIRDEN RESUBDIVISION
OF LOTS 5 & 6, BLOCK 108
ALAMOGORDO
OTERO COUNTY, NEW MEXICO

DEDICATION
STATE OF NEW MEXICO)
COUNTY OF OTERO)

KNOW ALL MEN BY THESE PRESENTS THAT TOMMIE C. HERRELL AND C. JOSELYN HERRELL, TRUSTEES OF THE TOMMIE C. HERRELL AND C. JOSELYN HERRELL TRUST LEAD MAY 2, 2002 AND ISAHIL R. MONTUÑA ARE THE OWNERS AND PROPRIETORS OF THE WEST 90 FEET ONLY OF THE NORTH HALF OF LOT 6, BLOCK 108, ALAMOGORDO, OTERO COUNTY, NEW MEXICO AND ALL OF LOT 5, VIRGEN RESUBDIVISION OF LOTS 5 & 6, BLOCK 108, ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

Said owners DO HEREBY CAUSE SAID LOT TO BE RESUBDIVIDED, AS SHOWN HEREON ON THIS PLAT AND DO HEREBY CAUSE A REDEDICATION OF ALL STREETS, ALLEYS AND EASEMENTS WITHIN AND ADJACENT TO THE DESCRIBED RESUBDIVISION IN ALL RESPECTS, AS SHOWN HEREON.

IN WITNESS WHEREOF THE OWNERS HAVE SET THEIR HANDS AND SEAL ON THIS _____ DAY OF _____, 2016.

THE TOMMIE C. HERRELL AND C. JOSELYN HERRELL TRUST LEAD MAY 2, 2002 BY:

TOMMIE C. HERRELL, TRUSTEE _____ C. JOSELYN HERRELL, TRUSTEE _____

ACKNOWLEDGEMENT
STATE OF NEW MEXICO)
COUNTY OF OTERO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2016, BY TOMMIE C. HERRELL AND C. JOSELYN HERRELL, TRUSTEES OF THE TOMMIE C. HERRELL AND C. JOSELYN HERRELL TRUST LEAD MAY 2, 2002.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

IN WITNESS WHEREOF THE OWNER HAS SET HIS HAND AND SEAL ON THIS _____ DAY OF _____, 2016.

ISAHIL R. MONTUÑA _____

ACKNOWLEDGEMENT
STATE OF NEW MEXICO)
COUNTY OF OTERO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2016, BY ISAHIL R. MONTUÑA.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

CERTIFICATE
STATE OF NEW MEXICO)
COUNTY OF OTERO)

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

NEW MEXICO REGISTRATION NO. 30080
STATE OF NEW MEXICO)
COUNTY OF OTERO)

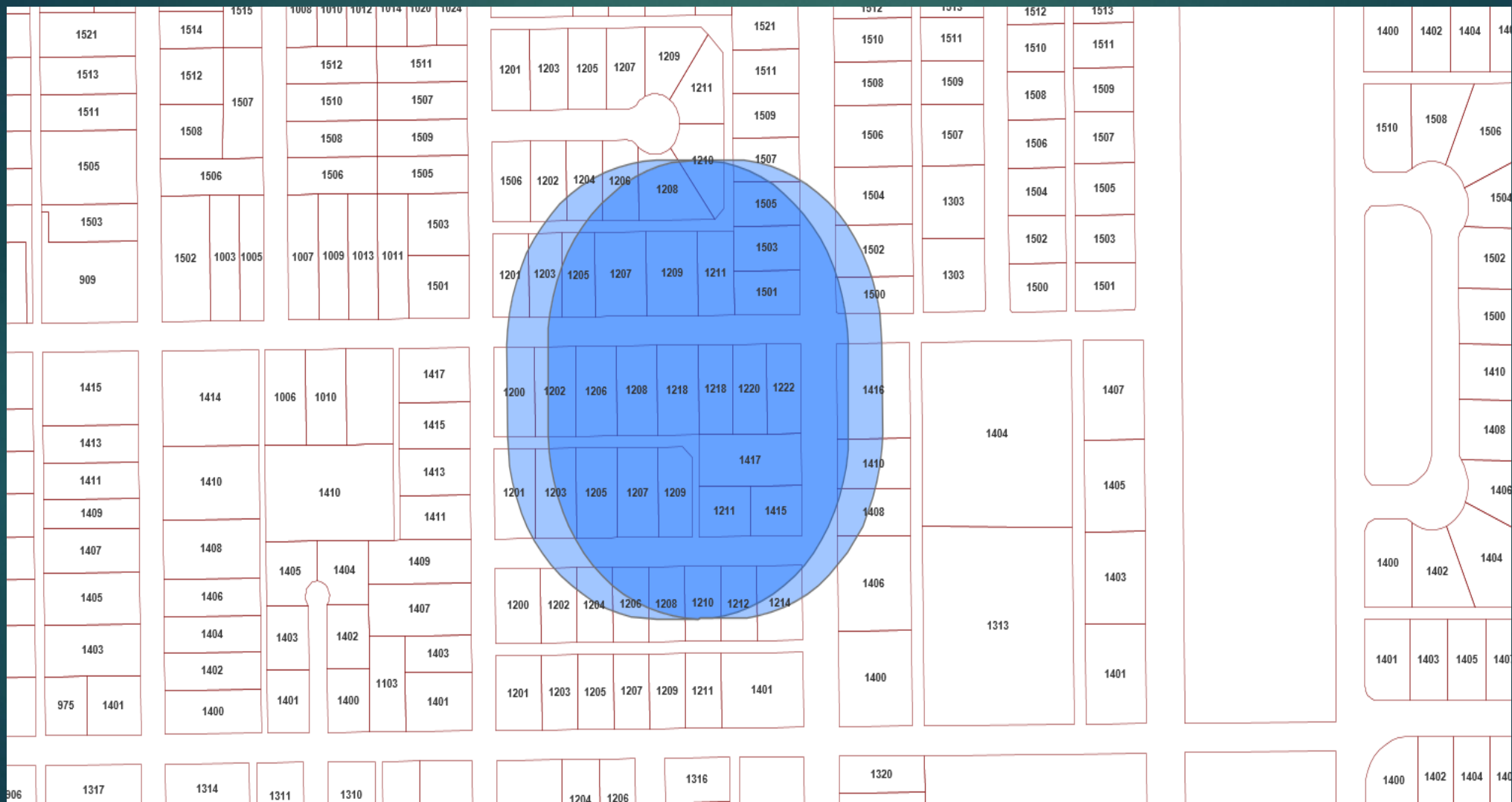
RECORDED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO RECORDER OF OTERO COUNTY, NEW MEXICO, AT _____ O'CLOCK _____ M., 2016, DAY OF _____, 2016.

_____ COUNTY CLERK BY _____

INSTRUMENT NO. _____

ALAMOTERO LAND SURVEYS, P.C.
PROFESSIONAL LAND SURVEYORS
1101 NORTH FLORIDA AVENUE
ALAMOGORDO, NEW MEXICO
PHONE 505-437-7074 FAX 505-437-7075
COPYRIGHT © 2016 ALAMOTERO LAND SURVEYS, P.C.
10/2017

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



Staff Analysis

- ▶ This application met the criteria for an Administrative Variance per:
 - ▶ Section 29-01-080
 - ▶ (1) The requested variance does not exceed twenty-five (25) percent of the basic standard;
 - ▶ (2) All owners of subject property sign the application;
 - ▶ (3) The granting of the requested variance is not detrimental to the surrounding properties or in conflict with any other codes;
 - ▶ (4) The property to be affected by the proposed variance is a lot in a previously platted and approved subdivision or the entire parcel of record .
- ▶ Legal Ad (Administrative Variance) was published in the Alamogordo Daily News on March 16, 2016 and Forty Five (45) letters were mailed On March 22, 2016 to property owners within the protest area of 200 feet, excluding public right-of-way, of the property for which the variance is sought.
- ▶ Nine (9) letters of protest were received which per Section 29-01-080
- ▶ (c) *Procedure.*
- ▶ If protests are received from adjacent or abutting property owners or total ten (10) percent or more of the land within the protest area, the variance application shall be referred to the city commission for public hearing. The applicant will then be required to reimburse the city for the cost of re-publication and re-notification of the proposed action.
- ▶ A legal ad was placed in the Alamogordo Daily News on April 3, 2016 and Forty Five (45) letters were mailed On April 1, 2016 to property owners within the protest area of 200 feet, excluding public right-of-way, of the property for which the variance is sought. The ad and letters indicated variance request was to be presented to the Planning and Zoning Commission on April 7, 2016.

Variance Request Case: V-2016-0001(A)

Findings of Fact

- ▶ 1. The properties are located at 1218 15th Street and consist of a 0.16 Acre Lot (with existing dwelling) and a 0.19 Acre Lot (Vacant Lot) in an R1 (Single Family Dwelling) zone; more specifically identified as Tax Parcel # 01-01774.
- ▶ 2. The applicant is requesting a variance from Section 29-03-050 of the City of Alamogordo Municipal Code to reduce the width at the building setback line from sixty feet (60) wide to Fifty Eight Feet Three Inches (58.3) wide.
- ▶ 3. The application was filed on March 4, 2016.
- ▶ 4. The legal notice was ran on March 16, 2016 and April 3, 2016.
- ▶ 5. The adjoining property owners were notified on March 22, 2016 and April 1, 2016.
- ▶ 6. Forty Five (45) letters were mailed by first class 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.
- ▶ 7. As of April 6, 2016 there were fifteen (15) letters of protest received from eight (8) property owners
- 8. Three (3) letters were returned undeliverable.
- 9. On April 7, 2016 the Planning and Zoning Commission moved with no recommendation the requested Variance to the City Commission by a vote of .



Variance Request Case: V-2016-0001(A)

Staff Recommends:

To accept the finding of facts as presented and approve Variance Request Case: V-2016-0001(A).



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/18/2016

Report No: 15.

Submitted By: Dr. George Straface, City Manager

Subject: Consider, and act upon, funding for the Family Fun Center. (*George Straface, Interim City Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve funding for Family Fun Center.

Background: This item was tabled at the April 12, 2016 Commission meeting. It was decided by the Commissioners this item would be acted upon during this meeting.

16 February 2016

City of Alamogordo • Family Center

Conceptual Cost Estimate • 12 Lane Facility

The following Conceptual Cost Estimate was prepared because the cost of the 16 lane facility as described in the Trifecta Management Group FEC/REC Market Feasibility Study exceeds the available monies currently budgeted. This cost estimate for a 12 lane facility includes all the other Family Entertainment areas identified in the Trifecta Study. It should also be noted that the design of the 12 lane facility can easily be added onto in the future, expanding the facility to at least 24 lanes.

As indicated in the previous Market Analysis Studies, when the 24 lane Desert Lanes Bowling Center at Holloman AFB is factored into the demographics of the Alamogordo regional area, there is a bowling lane surplus. Because access onto Holloman AFB is questionable at times for non-military personnel and bowlers, the projections for a bowling lane market analysis is not as predictable when compared to other markets. Given that revenue projections for typical family entertainment centers is evenly split 3-ways between bowling, food and beverage, and games; and that there is a specific budget for the project at this time; we recommend the City of Alamogordo proceed with the following fiscally prudent course of action:

1. Design a Base Bid Project of 12 lanes, with the other components of Gaming, and Food /Beverage as described in the Trifecta Study.
2. Design and Bid out the Base Bid project , along with an Additive Alternate of an additional 4 lanes (to create a 16 lane facility) .
3. Depending on the pricing of the bids, construct the 12 or 16 lane facility.

In this scenario, the City will build what it can afford. It will build what many of the voters expected per the bond election. It will also build a facility which can be added onto in the future if the marketplace indicates there is a justification for additional lanes.

Note: The Conceptual Cost Estimate assumes the project will need to be in compliance with NM State Wage Rates.

Lee Gamelsky AIA, LEED AP

Area/Item	Cost									
Bowling Area										
12 lanes total, including 4 private lanes										
11,416 GSF x \$150/SF	1,712,400									
Bowling equipment: 12 x \$50,000	600,000									
Seating/Furnishings	40,000									
Lockers (locate along bowling concourse)										
Locker equipment (100)	10,000									
Subtotal Bowling Area	\$2,362,400									
Beer Garden/Bar//Kitchen/BOH										
4,500 GSF x \$150/SF	675,000									
(100 seats interior)										
Kitchen Equipment	100,000									
Furnishings/Seating/Misc. Equip. (160 seats)	50,000									
Portal/Patio (60 seats)										
1200 SF x \$90/SF	108,000									
Subtotal Beer Garden/Bar/Kitchen/BOH	\$933,000									
Game Room/Arcade and Redemption Area										
3,000 GSF x \$140/SF	420,000									
Game Equipment: Lease	-0-									
Laser Tag Area										
3,000 GSF x \$140/SF	\$420,000									
Laser Tag Equipment: Lease	-0-									
Subtotal Game Area	\$840,000									
Event Room										
1,200 GSF x \$145/SF	\$174,000									
Subtotal Interior Programmed Spaces	23,116 GSF									
Subtotal Programmed Spaces including Portal	24,316 GSF									
Public Toilets										
- Single location for entire facility										
- Includes 'family toilet'										
- Janitor/Custodial										
	<table><tr><td></td><td>wc/u</td><td>lav</td></tr><tr><td>M</td><td>6</td><td>4</td></tr><tr><td>W</td><td>12</td><td>4</td></tr></table>		wc/u	lav	M	6	4	W	12	4
	wc/u	lav								
M	6	4								
W	12	4								
1,086 GSF x \$150/SF	\$162,900									

Misc. TARE Area		
1,989 GSF x \$140		\$278,460
(Thickness of walls, hallways, electrical, mechanical rooms, vestibules, storerooms)		

Total Building Area (not including portal)	26,191 GSF	
--	------------	--

Subtotal (Building)		\$4,750,760
---------------------	--	-------------

Exterior Improvements

Outdoor landscape/courtyard area	(budget amount)	100,000
Sidewalks, utility connections		

Parking 45,000 SF x \$3.00/SF		135,000
-------------------------------	--	---------

Subtotal Exterior Areas		\$235,000*
-------------------------	--	------------

Subtotal All Areas		\$4,985,760
NMGRT (8.00%)		398,861

Total Construction Cost		\$5,384,621
-------------------------	--	-------------

* As requested by staff only a minimal amount of monies are budgeted for site improvements. However, based on a review of the Mesa Village Master Plan Community Design Standards, this budget amount may have to be increased.

LEE GAMELSKY ARCHITECTS P.C.

15 February 2016

City of Alamogordo • Family Center

Conceptual Cost Estimate • 16 Lane Facility

The following Conceptual Cost Estimate reflects the Base Square Footages indicated in the Trifecta Management Group REC Market Feasibility Study, January 2016 (page 38) for a 16 Lane Bowling Center/Family Entertainment Center.

Note: The Conceptual Cost Estimate assumes the project will need to be in compliance with NM State Wage Rates.

Area/Item	Cost
Bowling Area	
16 lanes total, including 4 private lanes	
14,641 GSF x \$150/SF	2,196,150
Bowling equipment: 16 x \$50,000	800,000
Seating/Furnishings	50,000
Lockers (locate along bowling concourse)	
Locker equipment (100)	10,000
Subtotal Bowling Area	\$3,056,150
Beer Garden/Bar//Kitchen/BOH	
4,500 GSF x \$150/SF	675,000
(100 seats interior)	
Kitchen Equipment	100,000
Furnishings/Seating/Misc. Equip. (160 seats)	50,000
Portal/Patio (60 seats)	
1200 SF x \$90/SF	108,000
Subtotal Beer Garden/Bar/Kitchen/BOH	\$933,000
Game Room/Arcade and Redemption Area	
3,000 GSF x \$140/SF	420,000
Game Equipment: Lease	-0-
Laser Tag Area	
3,000 GSF x \$140/SF	420,000
Laser Tag Equipment: Lease	-0-
Subtotal Game Area	\$840,000

Event Room**1,200 GSF x \$145/SF****\$174,000****Subtotal Interior Programmed Spaces****26,341 GSF****Subtotal Programmed Spaces including Portal****27,541 GSF****Public Toilets**

- Single location for entire facility
- Includes 'family toilet'
- Janitor/Custodial

	wc/u	lav
M	7	4
W	13	4

1,135 GSF x \$150/SF**\$170,250****Misc. TARE Area****1,989 GSF x \$140****\$278,460**

(Thickness of walls, hallways, electrical, mechanical rooms, vestibules, storerooms)

Total Building Area (not including portal)**29,465 GSF****Subtotal (Building)****\$5,451,860****Exterior Improvements**

Outdoor landscape/courtyard area
Sidewalks, utility connections

(budget amount) 100,000

Parking 45,000 SF x \$3.00/SF

135,000

Subtotal Exterior Areas**\$235,000*****Subtotal All Areas****\$5,686,860****NMGRT (8.00%)****454,949****Total Construction Cost****\$6,141,809**

* As requested by staff only a minimal amount of monies are budgeted for site improvements. However, based on a review of the Mesa Village Master Plan Community Design Standards, this budget amount may have to be increased.

LEE GAMELSKY ARCHITECTS P.C.

15 February 2016

City of Alamogordo • Family Center

Conceptual Cost Estimate • 24 Lane Facility

The following Conceptual Cost Estimate reflects the Base Square Footages indicated in the Trifecta Management Group REC Market Feasibility Study, with a **24 Lane Bowling Center** in lieu of a 16 lane center in the FEC. The Conceptual Cost Estimate assumes the project will be priced out/constructed in compliance with NM State Wage Rates.

Area/Item	Cost
Bowling Area	
24 lanes total, including 4 private lanes	
20,859 GSF x \$150/SF	3,128,850
Bowling equipment: 24 x \$50,000	1,200,000
Seating/Furnishings	75,000
Lockers (locate along bowling concourse)	
Locker equipment (100)	10,000
Subtotal Bowling Area	\$4,413,850
Beer Garden/Bar//Kitchen/BOH	
4,500 GSF x \$150/SF	675,000
(100 seats interior)	
Kitchen Equipment	100,000
Furnishings/Seating/Misc. Equip. (160 seats)	50,000
Portal/Patio (60 seats)	
1200 SF x \$90/SF	108,000
Subtotal Beer Garden/Bar/Kitchen/BOH	\$933,000
Game Room/Arcade and Redemption Area	
3,000 GSF x \$140/SF	420,000
Game Equipment: Lease	-0-
Laser Tag Area	
3,000 GSF x \$140/SF	420,000
Laser Tag Equipment: Leased	-0-
Subtotal Game Area	\$840,000

Event Room

1,200 GSF x \$145/SF

\$174,000

Subtotal Interior Programmed Spaces

32,559 GSF

Subtotal Programmed Spaces including Portal

33,759 GSF

Public Toilets

- Single location for entire facility
- Includes 'family toilet'
- Janitor/Custodial

	wc/u	lav
M	8	5
W	15	5

1,227 GSF x \$150/SF

\$184,050**Misc. TARE Area**

1,989 GSF x \$140

\$278,460

(Thickness of walls, hallways, electrical, mechanical rooms, vestibules, storerooms)

Total Building Area (not including portal)**35,775 GSF**

Subtotal (Building)

\$6,823,360**Exterior Improvements**

Outdoor landscape/courtyard area (budget amount)

Sidewalks, utility connections

100,000

Parking 45,000 SF x \$3.00/SF

135,000

Subtotal Exterior Areas**\$235,000*****Subtotal All Areas****\$7,058,360**

NMGRT (8.00%)

564,669

Total Construction Cost**\$7,623,029**

* As requested by staff only a minimal amount of monies are budgeted for site improvements. However, based on a review of the Mesa Village Master Plan Community Design Standards, this budget amount may have to be increased.

12



16



24



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/19/2016

Report No: 16.

Submitted By: Brian Cesar, Public Works
Director

Subject: Consider, and act upon, repair by the City of the sewer service line failure at 1202 Juniper. (*Brian Cesar, Public Works Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to Staff.

Background: On the Commission meeting of 1/26/2016, Public Works was tasked with exposing the sewer service line at 1202 Juniper and determine what was the cause of the settlement in the roadway and complete all necessary repairs. This information was to be brought back to Commission at a later date for final determination on the property owners responsibility.

It was determined that the settlement in the roadway was caused by the property owners service line. Ordinance 28-02-090 requires the expense of the repair to be paid for by the property owner. Photo attached.

Attached to this report are the cost sheets for repair of the sewer service line, asphalt replacement and concrete replacement.

Staff is requesting direction from Commission on how to proceed with the billing to the homeowner.



1202 Juniper Dr.

City of Alamogordo

UTILITIES DIVISION COST SHEET

DATE: 2/4/2016

LINE ITEM

081- 0000- 316- 1581

BILLING PREPARED BY:

Ronnie Borunda Jr.

MAILING ADDRESS FOR BILLING:

DEPARTMENT:

Utility Maintenance

JOB LOCATION: 1202 Juniper Dr.

JOB DESCRIPTION: Sewer Service Line Replacement and backfill.

MATERIAL LIST	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Bedding Gravel	Gravel (yards)	10	\$ 11.00	\$ 110.00
Base Course	Backfill material (yards)	5	\$ 5.75	\$ 28.75
4" SDR35 PVC Pipe	Pipe (40 feet used)	40	\$ 0.96	\$ 38.40
Clay x PVC Adapters	Adapters	2	\$ 13.33	\$ 26.66
4" SDR35 Elbow	PVC 22degree Elbow	1	\$ 3.98	
MATERIAL TOTAL:				\$ 203.81

EQUIPMENT LIST	DESCRIPTION	HOURS	RATE	TOTAL
Service Truck	Truck #1533	10	\$ 15.00	\$ 150.00
Dump Truck	Truck # 1564	10	\$ 25.00	\$ 250.00
Back hoe (Tractor)	Unit # 1525	10	\$ 40.00	\$ 400.00
				\$ -
				\$ -
EQUIPMENT TOTAL:				\$ 800.00

MANPOWER LIST	UNIT	HOURS	RATE	TOTAL
1 Operator	1	7	\$ 27.58	\$ 193.06
Overtime for Op. 1	1	4	\$ 41.37	\$ 165.48
2 Operator	1	7	\$ 26.31	\$ 184.17
Overtime for Op. 2	1	4	\$ 39.47	\$ 157.88
3 Operator	1	7	\$ 13.92	\$ 97.44
Overtime for Op. 3	1	4	\$ 20.88	\$ 83.52
MANPOWER TOTAL:				\$ 881.55

MATERIAL TOTAL:	\$ 203.81
EQUIPMENT TOTAL:	\$ 800.00
MANPOWER TOTAL:	\$ 881.55
33% Markup	\$1,294.72
SUBTOTAL:	\$3,180.08
TAX 5.0%	\$159.00
TOTAL BILLING:	\$3,339.09

Public Works Director:

Brian Cesar

City of Alamogordo

UTILITIES DIVISION COST SHEET

DATE: 2/12/2016

LINE ITEM

081- 0000- 316- 1581

BILLING PREPARED BY:

Ronnie Borunda Jr.

MAILING ADDRESS FOR BILLING:

1202 Juniper Dr.

DEPARTMENT:

Utility Construction

Alamogordo, NM 88310

JOB LOCATION: 1202 Juniper Dr.

JOB DESCRIPTION: Asphalt Replacement for 2405 E. 10th Street

MATERIAL LIST	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Asphalt	Asphalt (tons)	18	\$ 65.00	\$ 1,170.00
Base Course	Backfill material (yards)	15	\$ 5.75	\$ 57.50
MATERIAL TOTAL:				\$ 1,227.50

EQUIPMENT LIST	DESCRIPTION	HOURS	RATE	TOTAL
Service Truck	Truck #1651	6.5	\$ 15.00	\$ 97.50
Service Truck	Truck # 1710	6.5	\$ 15.00	\$ 97.50
Dump Truck	Truck# 1113	6.5	\$ 25.00	\$ 162.50
Loader	Front End Loader	6.5	\$ 49.00	\$ 318.50
Roller	Asphalt Roller	6.5	\$ 23.00	\$ 149.50
				\$ -
				\$ -
EQUIPMENT TOTAL:				\$ 825.50

MANPOWER LIST	UNIT	HOURS	RATE	TOTAL
Operator 1	1	6.5	\$ 15.33	\$ 99.65
Dump Truck Driver 1	1	6.5	\$ 13.70	\$ 89.05
Laborer	1	6.5	\$ 8.33	\$ 54.15
Laborer	1	6.5	\$ 9.55	\$ 62.08
Laborer	1	6.5	\$ 9.55	\$ 62.08
				\$ -

MANPOWER TOTAL: \$ 366.99

MATERIAL TOTAL:	\$ 1,227.50
EQUIPMENT TOTAL:	\$ 825.50
MANPOWER TOTAL:	\$ 366.99
33% Markup	\$2,174.11
SUBTOTAL:	\$4,594.10
TAX 5.0%	\$229.70
TOTAL BILLING:	\$4,823.80

Public Works Director:

Brian Cesar

City of Alamogordo

UTILITIES DIVISION COST SHEET

DATE: 3/17/16 & 3/21/16

LINE ITEM

081- 0000- 316- 1581

BILLING PREPARED BY:

Ronnie Borunda Jr.

MAILING ADDRESS FOR BILLING:

1202 Juniper Dr.

DEPARTMENT:

Utility Maintenance

Alamogordo, NM 88310

JOB LOCATION:

1202 Juniper Dr.

JOB DESCRIPTION:

Sidewalk pour per. Sewer Service Line Replacement

MATERIAL LIST	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Cement	Concrete	5.75 yards	\$ 91.00	\$ -
MATERIAL TOTAL:				\$ -

EQUIPMENT LIST	DESCRIPTION	HOURS	RATE	TOTAL
Service Truck	Truck #1533	16	\$ 15.00	\$ 240.00
				\$ -
				\$ -
				\$ -
				\$ -
EQUIPMENT TOTAL:				\$ 240.00

MANPOWER LIST	UNIT	HOURS	RATE	TOTAL
Operator 1	1	16	\$ 18.53	\$ 296.48
Operator 2	1	16	\$ 18.79	\$ 300.64
Operator 3	1	16	\$ 13.16	\$ 210.56
				\$ -
				\$ -
				\$ -
MANPOWER TOTAL:				\$ 807.68

MATERIAL TOTAL:	\$ -
EQUIPMENT TOTAL:	\$ 240.00
MANPOWER TOTAL:	\$ 807.68
33% Markup	\$506.53
SUBTOTAL:	\$1,554.21
TAX 5.0%	\$77.71

Public Works Director:

TOTAL BILLING: \$1,631.93

Brian Cesar

Noble R. Johnston
1202 Juniper Dr.
Alamogordo New Mexico
July, 21 2010

To whom it may concern

As specified in Section 29-08-050 of the Alamogordo Code of Ordinances this letter is intended as an appeal to case# 10-00000019. The allegation is that as the property owner at 1202 Juniper Dr. I am responsible for the repair of the curb, gutter and asphalt in the street and any other damage caused by a leaking sewer line.

I have lived at this address for the past twelve years and the problem with the curb, gutter and asphalt in the street were there when I move in. The problem has not gotten any worse; therefore I do not believe that my sewer line is leaking. I do believe that there is a problem with the sewer main line that runs down Juniper Dr.. In the eleven and twelve hundred block of Juniper Dr. over half of the address have patches in the roadway where the feeder lines to the main sewer line have been replaced. It is not reasonable to assume that all of these would fail if there is not some common fault. The common fault is the sewer main that runs down the middle of the street. I believe that this line has possibly settled causing the feeder lines to fail.

Juniper Dr. is a connecting street between Tenth and Indian Wells and has a very high volume of traffic daily with no restrictions as to the size or weight of the vehicles that travel the street. There is a possibility that the amount of traffic is causing the sewer main to vibrate and causing the feeder lines to fail.

It does not seem reasonable that the number of feeder lines, connecting to the sewer main on Juniper, that have failed would have done so without some common factor. The logical conclusion is that factor is the main sewer line and that is the responsibility of the city. The city should investigate this problem and determine if there is a problem with the main sewer line. The cost to replace the feeder line from my property to the sewer main is vastly more than I can afford and I will not be able to fix this issue.

Respectfully Submitted



28-02-090. - Maintenance and repair of service lines—Connections.

A property owner is responsible for the maintenance and repair of service lines connecting his building to the sewage collection system including taps, saddles and wys. A property owner is also responsible for any damage to public property resulting from the failure of such service lines, such failure including, but not limited to, leaks or collapses. Upon failure of a property owner to comply with the provisions hereof, written notice by the building inspector shall be given demanding that maintenance or repair be made within thirty (30) days from the date of such notice. Upon failure to comply with such notice, then and in that event, the city shall have the power and the authority to maintain or repair, the cost and expense of which shall be liened against any such property.

(Ord. No. 817, § 1, 5-14-91)

State Law reference— Authority to levy service charges. NMSA § 3-26-2A.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/19/2016

Report No: 17.

Submitted By: Brian Cesar, Public Works
Director

Subject: Consider, and act upon, repair by the City of the sewer service line failure at 2405 East 10th Street. *(Brian Cesar, Public Works Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

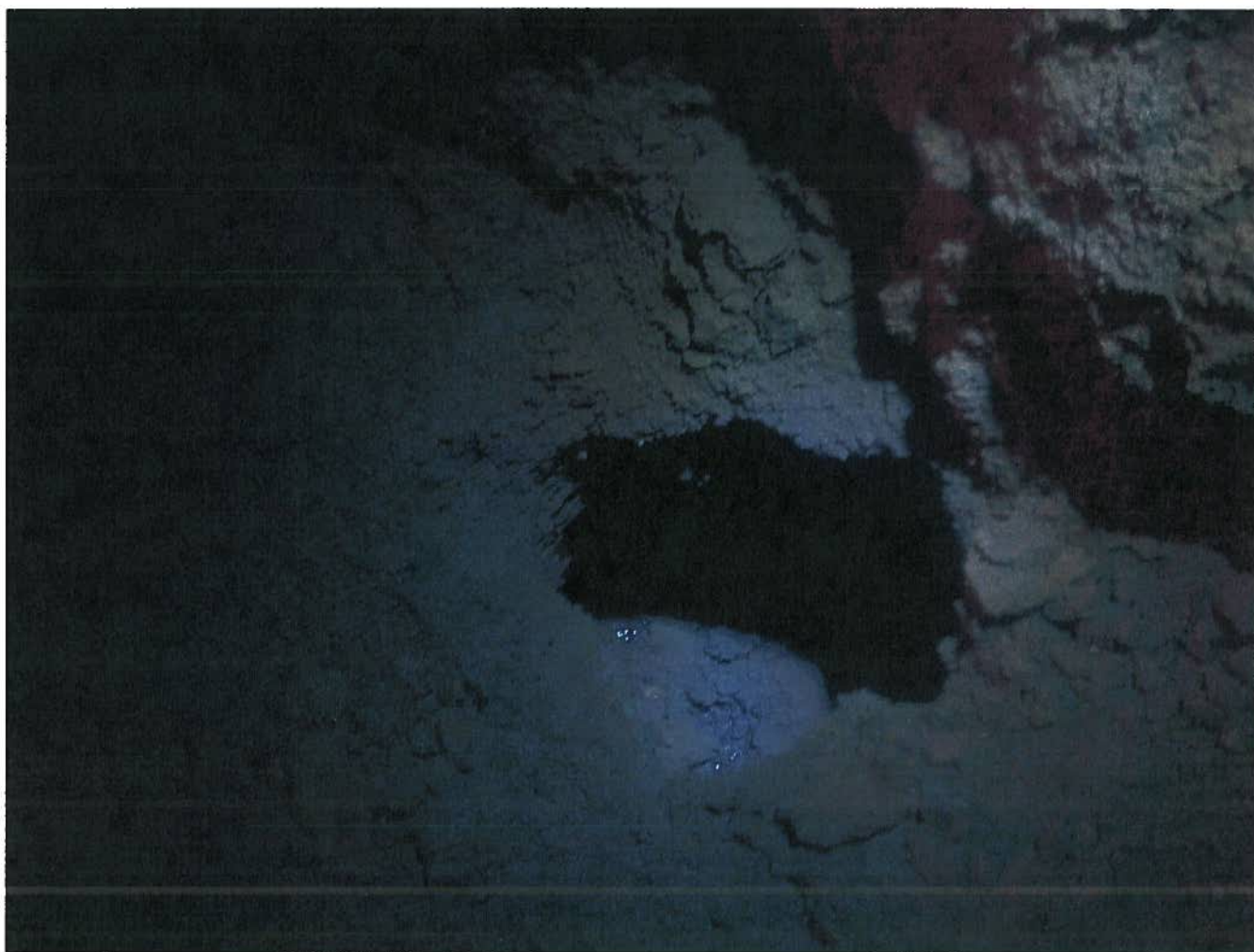
Recommendation: Provide direction to Staff.

Background: On the Commission meeting of 1/26/2016, Public Works was tasked with exposing the sewer service line at 2405 East 10th Street and determine what was the cause of the settlement in the roadway and complete all necessary repairs. This information was to be brought back to Commission at a later date for final determination on the property owners responsibility.

It was determined that the settlement in the roadway was caused by the property owners service line. Ordinance 28-02-090 requires the expense of the repair to be paid for by the property owner. Photo attached.

Attached to this report are the cost sheets for repair of the sewer service line, asphalt replacement and concrete replacement.

Staff is requesting direction from Commission on how to proceed with the billing to the homeowner.



2405 E. 10th Street

City of Alamogordo

UTILITIES DIVISION COST SHEET

DATE: 2/12/2016

LINE ITEM

081- 0000- 316- 1581

BILLING PREPARED BY:

Ronnie Borunda Jr.

MAILING ADDRESS FOR BILLING:

DEPARTMENT:

Utility Maintenance

JOB LOCATION: 2405 E. 10th Street

JOB DESCRIPTION: Sewer Service Line Replacement and backfill.

MATERIAL LIST	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Bedding Gravel	Gravel (yards)	5	\$ 11.00	\$ 55.00
Base Course	Backfill material (yards)	10	\$ 5.75	\$ 57.50
4" SDR35 PVC Pipe	Pipe (40 feet used)	25	\$ 0.96	\$ 24.00
Clay x PVC Adapters	Adapters	2	\$ 13.33	\$ 26.66
4" SDR35 Elbow	PVC 22degree Elbow	1	\$ 3.98	\$ 3.98

MATERIAL TOTAL: \$ 167.14

EQUIPMENT LIST	DESCRIPTION	HOURS	RATE	TOTAL
Service Truck	Truck #1533	10	\$ 15.00	\$ 150.00
Service Truck	Truck #1534	10	\$ 15.00	\$ 150.00
Dump Truck	Truck # 1564	10	\$ 25.00	\$ 250.00
Dump Truck	Truck # 1113	10	\$ 25.00	\$ 250.00
Back hoe	Tractor #1525	10	\$ 40.00	\$ 400.00
Back hoe	Tractor# 1557	10	\$ 40.00	\$ 400.00

EQUIPMENT TOTAL: \$ 1,600.00

MANPOWER LIST	UNIT	HOURS	RATE	TOTAL
Operator 1	1	10	\$ 25.58	\$ 255.80
Operator 2	1	10	\$ 26.45	\$ 264.50
Dump Truck Driver 1	1	10	\$ 23.06	\$ 230.60
Dump Truck Driver 2	1	10	\$ 25.58	\$ 255.80
Laborer	1	10	\$ 19.74	\$ 197.40
Laborer	1	10	\$ 14.32	\$ 143.20

MANPOWER TOTAL: \$ 1,347.30

MATERIAL TOTAL:	\$ 167.14
EQUIPMENT TOTAL:	\$ 1,600.00
MANPOWER TOTAL:	\$ 1,347.30
33% Markup	\$2,211.75
SUBTOTAL:	\$5,326.19
TAX 5.0%	\$266.31

Public Works Director:

TOTAL BILLING: \$5,592.50

Brian Cesar

City of Alamogordo

UTILITIES DIVISION COST SHEET

DATE: 2/12/2016

LINE ITEM

081- 0000- 316- 1581

BILLING PREPARED BY:

Ronnie Borunda Jr.

MAILING ADDRESS FOR BILLING:

DEPARTMENT:

Utility Construction

JOB LOCATION: 2405 E. 10th Street

JOB DESCRIPTION: Asphalt Replacement for 2405 E. 10th Street

MATERIAL LIST	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Asphalt	Asphalt (tons)	28	\$ 65.00	\$ 1,820.00
Base Course	Backfill material (yards)	15	\$ 5.75	\$ 57.50

MATERIAL TOTAL: \$ 1,877.50

EQUIPMENT LIST	DESCRIPTION	HOURS	RATE	TOTAL
Service Truck	Truck #1651	6.5	\$ 15.00	\$ 97.50
Service Truck	Truck # 1710	6.5	\$ 15.00	\$ 97.50
Dump Truck	Truck# 1113	6.5	\$ 25.00	\$ 162.50
Dump Truck	Truck #	6.5	\$ 25.00	\$ 162.50
Loader	Front End Loader	6.5	\$ 49.00	\$ 318.50
Roller	Asphalt Roller	6.5	\$ 23.00	\$ 149.50
Lay Down Machine	Asphalt Layer	6.5	\$ 33.00	\$ 214.50

EQUIPMENT TOTAL: \$ 1,202.50

MANPOWER LIST	UNIT	HOURS	RATE	TOTAL
Operator 1	1	6.5	\$ 15.33	\$ 99.65
Dump Truck Driver 1	1	6.5	\$ 13.70	\$ 89.05
Dump Truck Driver 2	1	6.5	\$ 13.76	\$ 89.44
Laborer	1	6.5	\$ 8.33	\$ 54.15
Laborer	1	6.5	\$ 9.55	\$ 62.08
Laborer	1	6.5	\$ 9.55	\$ 62.08

MANPOWER TOTAL: \$ 456.43

MATERIAL TOTAL:	\$ 1,877.50
EQUIPMENT TOTAL:	\$ 1,202.50
MANPOWER TOTAL:	\$ 456.43
33% Markup	\$3,230.62
SUBTOTAL:	\$6,767.05
TAX 5.0%	\$338.35

Public Works Director:

TOTAL BILLING: \$7,105.40

Brian Cesar

City of Alamogordo

UTILITIES DIVISION COST SHEET

DATE: 3/10/2016

LINE ITEM

081- 0000- 316- 1581

BILLING PREPARED BY:

Ronnie Borunda Jr.

MAILING ADDRESS FOR BILLING:

2405 E. 10th Street

DEPARTMENT:

Utility Maintenance

Alamogordo, NM 88310

JOB LOCATION: 2405 E. 10th Street

JOB DESCRIPTION: Sidwalk pour per. Sewer service line replacement

MATERIAL LIST	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Cement	Concrete for sidewalk	1 yard	\$ 91.00	\$ 91.00

MATERIAL TOTAL: \$ 91.00

EQUIPMENT LIST	DESCRIPTION	HOURS	RATE	TOTAL
Service Truck	Truck #1533	8	\$ 15.00	\$ 120.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

EQUIPMENT TOTAL: \$ 120.00

MANPOWER LIST	UNIT	HOURS	RATE	TOTAL
Operator 1	1	8	\$ 15.93	\$ 127.44
Operator 2	1	8	\$ 9.55	\$ 76.40
Operator 3	1	8	\$ 13.16	\$ 105.28
				\$ -
				\$ -
				\$ -

MANPOWER TOTAL: \$ 309.12

MATERIAL TOTAL:	\$ 91.00
EQUIPMENT TOTAL:	\$ 120.00
MANPOWER TOTAL:	\$ 309.12
33% Markup	\$313.01
SUBTOTAL:	\$833.13
TAX 5.0%	\$41.66
TOTAL BILLING:	\$874.79

Public Works Director:

Brian Cesar

Jan 10, 2016

DORIS D. Weese
2405 10th St
Alamogordo, NM 88310



Sirs:

I am writing to file a written application for appeal with Board of Appeals of the City of Alamogordo.

I do not fully understand the violation listed in the complaint received by the City of Alamogordo.

When I had to replace my sewer line, I had the understanding that the plumber went under the sidewalk a short ways and connected everything to the city sewer line. To the best of my knowledge there was not or never had been a leak at that section. The leak was in the middle of my yard.

Thank you

Sincerely
Doris D Weese

28-02-090. - Maintenance and repair of service lines—Connections.

A property owner is responsible for the maintenance and repair of service lines connecting his building to the sewage collection system including taps, saddles and wyes. A property owner is also responsible for any damage to public property resulting from the failure of such service lines, such failure including, but not limited to, leaks or collapses. Upon failure of a property owner to comply with the provisions hereof, written notice by the building inspector shall be given demanding that maintenance or repair be made within thirty (30) days from the date of such notice. Upon failure to comply with such notice, then and in that event, the city shall have the power and the authority to maintain or repair, the cost and expense of which shall be liened against any such property.

(Ord. No. 817, § 1, 5-14-91)

State Law reference— Authority to levy service charges. NMSA § 3-26-2A.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/22/2016

Report No: 18.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, first publication of Ordinance No. 1510 amending section of the Personnel Manual relating to corrective action and grievances. (*Stephen Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1510 for first publication.

Background: Attached is an ordinance amendment the provisions in the City's Personnel Manual relating to corrective action and grievances. This amendment was on the March 22nd meeting agenda but staff pulled the ordinance to make some additional changes. Those changes are now complete and the revised ordinance is now being presented to the Commission for its consideration.

As stated in the prior agenda report, the City has adopted a Personnel Manual which with certain exceptions applies to all City employees. Part 9 of the Manual addresses corrective action. The City utilizes a system of progressive discipline with verbal warning being the least severe form of corrective action and termination being most severe. Employees have the ability to appeal most forms of discipline with the severity of the discipline determining the extent of their appeal rights. Currently, the manual allows for an employee to appeal a written reprimand to the City Manager. Normally, the ability of an employee to appeal disciplinary action to the City Manager is limited to discipline which involves some financial impact, such as a suspension, demotion or termination. The attached ordinance would limit an employee's appeal of a written reprimand to the director of the department. Any disciplinary action which has a financial impact to the employee could still be appealed to the City Manager.

In addition to restricting the ability to appeal written reprimands only to the director's level, the attached ordinance makes several textual changes to the provisions relating to corrective action procedures and grievances. It also changes the provision allowing for the suspension of exempt employees to make that provision consistent with federal regulations.

Staff requests the City Commission approve the ordinance for first publication.

ORDINANCE NO. 1510

AMENDING CERTAIN SECTIONS OF THE PERSONNEL MANUAL RELATING TO CORRECTIVE ACTION AND GRIEVANCES

WHEREAS, the City of Alamogordo adopted a personnel manual effective December 3, 1993, and;

WHEREAS, this amendment amends the personnel manual relating to deductions from pay, informal appeals, corrective action procedures, and grievances; and,

WHEREAS, the City Commission of the City of Alamogordo, New Mexico deems it in the best interests of the citizens of the community and the employees of the City to make revisions in the personnel manual.

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo that the following Sections of the Personnel Manual be amended to read as follows:

SECTION ONE. That Section 9.060 of the City of Alamogordo Personnel Manual shall be amended to read as follows:

9.060 - SUSPENSION WITHOUT PAY AND DEDUCTIONS FROM PAY

The Department Director administers this form of corrective action after consultation with the ~~Personnel Manager~~ Human Resources Director as a result of a severe infraction of policies or for repeated violations. ~~The length of suspensions should not exceed fifteen (15) workdays. However, suspensions of FLSA exempt employees cannot be for less than five (5) consecutive days in a work week, unless for a serious safety violation.~~ Employees suspended without pay will not accrue any paid time off or receive any holiday pay during their suspension. Suspension shall not exceed thirty (30) working days.

~~FLSA exempt employees may be suspended for one (1) or more full days for infractions of workplace conduct rules or for infractions of safety rules of major significance.~~

An employee who reports to work unable or unprepared to perform their job may be suspended without pay immediately upon the approval of the Department Director. The Director will consult the ~~Personnel Manager~~ Human Resources Director within twenty-four (24) hours of the suspension being issued, except in extreme circumstances. The ~~Personnel Manager~~ Human Resources Director will then, if required, provide for a hearing as outlined in that section.

SECTION TWO. That Section 9.110 of the City of Alamogordo Personnel Manual shall be amended to read as follows:

9.110 - CORRECTIVE ACTION PROCEDURES

Depending on the type of action administered, there are different procedures required for issuing corrective action. Some of these procedures are required by law.

In any major disciplinary action, the pertinent information shall be reviewed with the employee specifying the following: The cause for discipline, the specific reasons supporting the cause, the discipline to be imposed, the effective date, and the right of the employee to be heard.

Corrective actions in the form of verbal warnings are the responsibility of each supervisor and do not require intervention by the Personnel Department. Supervisors shall inform the Department Director of verbal warnings given and the procedure outlined in the Verbal Warning section will be followed.

All corrective actions involving written reprimands, suspensions without pay, demotions, or termination require consultation with the ~~Personnel Manager~~ Human Resources Director prior to corrective action being administered to ensure actions are being administered fairly, consistently, and in compliance with applicable laws. ~~The Personnel Manager Human Resources Director shall provide and arrange for a pre-determination hearing for demotions, suspensions without pay of five (5) days or more, and for terminations.~~

~~All corrective actions, except verbal warnings, may be appealed as outlined in the Appeals section.~~

SECTION THREE. That Section 9.120 of the City of Alamogordo Personnel Manual shall be amended to read as follows:

9.120 - INFORMAL APPEALS

~~Informal Appeals– Written reprimands and suspensions of five days or less without pay may be appealed informally to the employee's Department Director. as follows:~~
The employee must present a written appeal to his/ her Department Director within seven (7) calendar days of the disciplinary action. The Director shall attempt to resolve the matter within seven (7) calendar days after it has been presented to him/her. ~~If the Department Director is unable to resolve the situation, a final appeal can be made to the City Manager's Office. The City Manager shall attempt to resolve the appeal within seven (7) calendar days after it has been presented to him/her. The decision of the City Manager~~ ~~Department Director~~ shall be final. Verbal warning cannot be appealed informally.

SECTION FOUR. That Section 9.130 of the City of Alamogordo Personnel Manual shall be amended to read as follows

9.130 - PRE-DISCIPLINARY HEARING PROCESS

~~Pre-disciplinary Hearing – Standards/Notice of Discipline:~~ A pre-disciplinary hearing shall be made available to any employee who will be subject to a demotion, suspension without pay, or termination. The pre-disciplinary hearing process shall be as follows: ~~The Personnel Manager shall provide and arrange for a pre-disciplinary hearing before the Department Director prior to the demotion, suspension without pay for more than five (5) days, or discharge of any employee.~~

A. An employee shall be provided, in writing, with a notice of the charge citing the specific incidents constituting just cause; citing the violation of any statute, ordinance, rule or policy; provide an explanation of the documentation, evidence and/or facts relied upon by the department; specify the contemplated disciplinary action; and state that the employee has seven (7) calendar days from service of the notice of contemplated disciplinary action to respond in writing as to why the proposed action should not be taken, or to request a pre-disciplinary hearing with the Department Director for that same purpose. ~~and an explanation of the department's evidence. This explanation of evidence is to provide the employee with reasonable notice of the process and charges and need not be exhaustive or detailed. The employee shall be given an opportunity to respond to the charges, orally or in writing, as to why the proposed action should not be taken.~~ A request for a pre-disciplinary hearing will not preclude the employee from submitting his or her written version and mitigating evidence to the Department Director no later than the start of the pre-disciplinary hearing.

B. If the employee requests a pre-disciplinary hearing, the Human Resources Director shall arrange for a hearing before the Department Director prior to imposing the corrective action. ~~The employee may have a conferee present at a pre-disciplinary hearing, but not an attorney.~~ Union represented employees shall have the right to union representation at the pre-disciplinary hearing. An employee not subject to a collective bargaining agreement shall have the right to have a co-worker representative at the hearing. The pre-disciplinary hearing is non-adversarial and, if the employee has a person accompany him or her to the hearing, that person is not entitled to be an advocate.

C. The department's explanation of the evidence at the pre-disciplinary notice provided to the employee prior to the hearing shall be sufficient to apprise the employee of the basis for the proposed disciplinary action. ~~This Reliance upon the contents of the pre-disciplinary notice shall not limit the City at subsequent hearings from presenting a more detailed and complete case, including presentation of witnesses testimony and additional documentation-s not submitted prior to or during available at the pre-disciplinary hearing.~~ The purpose of a pre-disciplinary hearing is to give the employee the opportunity to respond to the pre-disciplinary notice charges and to provide information why the proposed action should not be taken ~~which might cast the charges in a different light. It is not conducted according to t~~ The rules of evidence shall not apply to pre-disciplinary hearing, nor are there specific procedural regulations for the conduct of the hearing. Additionally, the hearing shall not be recorded by audio or

visual equipment nor should there be any attempt to make a at verbatim record of the proceedings recording be made.

D. Should the Department Director determine to discipline following the pre-disciplinary hearing, written notice of discipline the decision shall be given to the employee. Such notice shall include the charges against the employee, a general statement of the findings of the hearing and notice of the employee's right to appeal to the City Manager. If the sustained discipline is termination, the termination will be effective upon notice being given to the employee. All other corrective actions will be imposed as described in the notice, unless the employee and Department Director otherwise agree.

Nothing in these procedures is designed to supersede or prevent an employee from availing himself/herself of the City's grievance procedure.

SECTION FIVE. That Section 10.100 of the City of Alamogordo Personnel Manual shall be amended to read as follows

10.100 - GRIEVANCE PROCESS

It is the policy of the City to afford all employees a means of obtaining further consideration of problems when they remain unresolved at the supervisory level, and to establish policies and procedures that provide for timely resolution of grievances. The City encourages the resolution of legal claims, including employment claims, through innovative methods of alternative dispute resolution ("ADR"), and has pledged to explore the possible use of ADR in disputes. Included below is a preliminary step which encourages, whenever possible, the use of mediation to resolve conflict. This step is intended to urge the consideration of the option of mediation, but in no way limits or preempts other remedies to which employees and the City are entitled by law. Whenever possible and appropriate, the employee considering filing a grievance may file a request for mediation with the Personnel Department prior to initiating the grievance process outlined below. When mediation is pursued, participation in such session will be limited to the two parties involved and the mediator (other parties may be included, exclusive of any representative or attorney, at the discretion of the mediator). Further, when mediation is pursued, all time limitations will be tolled as of the filing of the request for mediation with the personnel office and until such time as the mediation is completed. If a resolution is not reached through mediation, the procedures outlined below may ensue.

A "grievance" shall mean a complaint by a regular full-time or regular part-time employee that alleges that: (1) a specific administrative act was arbitrary or capricious and adversely affected the employee's then-existing terms or conditions of employment; (2) involves improper discrimination or treatment prohibited by the Constitutions of the United State and State of New Mexico, or federal and/or state statutes; and/or (3) a violation of applicable City rules, regulations, or personnel policies which adversely affected the employee's then-existing terms or conditions of employment. For the purposes of this policy, an act is not arbitrary or capricious if the decision-maker exercised reasoned judgment. claim or dispute by an employee with respect to the interpretation, meaning or application of the provisions of City's policies and procedures,

management actions complained of or supposed circumstances regarded as just cause, EXCLUDING; The following matters are not grievable: lay-offs, changes in policies and procedures, performance evaluations, transfers or promotions, changes in duty stations, or shifts, and all corrective actions, levels of compensation, and other matters of inherent management rights, unless they are directly related or a direct consequence of a grievable matter. If a question arises with regard to whether an issue is a grievable matter the City Manager reserves the right to make that determination in all cases.

Subject to its duty of fair representation of all eligible employees, an exclusive bargaining agent may file a grievance on behalf of a member or non-member, or a group of members or non-members. Any employee or employees covered by the grievance must be named in the grievance. An exclusive bargaining agent may not grieve any matter for an employee who is not eligible for membership in the bargaining unit.

Strict adherence to the procedures outlined below is mandatory for all concerned, except that time limits may be extended upon mutual agreement or good cause shown.

Reasonable attempts will be made to resolve the grievance to the mutual satisfaction of the employee and the City.

STEP 1: An Employee must present a grievance in writing within seven (7) calendar days of its alleged occurrence or within seven (7) calendar days of when the employee should have reasonably known of the occurrence to the employee's immediate supervisor and Department Director, who shall attempt to resolve it within seven (7) calendar days after it is presented to them.

STEP 2: If the employee is not satisfied with the decision of the Department Director, the employee must submit the grievance, in writing, to the City Manager's office within seven (7) working calendar days of receipt of the Department Director's decision. This written notice shall include the following:

A. Statement of the grievance and relevant facts.

*Note: Issues not presented to the Department Director will NOT be considered in an appeal to the City Manager.

B. Specific remedy sought.

C. Reasons for dissatisfaction with the Department Director's decision.

STEP 3: Within seven (7) calendar days of receipt of the employee's written grievance the City Manager shall schedule a hearing. The employee may be accompanied by another employee or union conferee. Such conferee must attain a release from their supervisor and will be considered in pay status during their regularly scheduled workday hours. The purpose of the hearing is for the employee to present any information pertinent to the grievance. The hearing will be recorded. The employee and Department Director may call witnesses to testify about information relevant to the grievance. Within seven (7) calendar days of the hearing the City Manager will provide the employee a written decision. The decision of the City Manager will be final and binding.

Protection Against Retaliation — The City and its employees will not retaliate against any person who, in good faith, uses the grievance procedure.

SECTION SIX. That the following terms contained in the Glossary of Terms of the City of Alamogordo Personnel Manual shall be amended to read as follows

GRIEVANCE

An employee's complaint regarding alleged unjust application, interpretation, or violation of the rules and regulations of the City, or the department for whom the employee works.

SECTION SEVEN. EFFECTIVE DATE. This ordinance shall take effect upon its adoption and publication.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard Boss, Mayor

ATTEST:

Nancy Jacobs, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/19/2016

Report No: 19.

Submitted By: LeeAnn Nichols, Finance
Director

Subject: Consider, and act upon, first publication of Ordinance No. 1515, authorizing the execution of a Loan Agreement and Intercept Agreement by and between the City of Alamogordo and the New Mexico Finance authority (NMFA) for the principal amount of \$6,870,000. *(LeeAnn Nichols, Finance Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1515 for first publication.

Background: At the regular Commission meeting of March 22, 2016, the City Commission approved the application to NMFA for the refinancing of the 2004 GRT Revenue Bond in the amount of \$2,205,511, as well as for a loan for 1) the Corps of Engineers Flood Control Phase 8 in the amount of \$2.5 million, and 2) the Permanent Pool Cover or Natatorium in the amount of \$2,050,000. Total project proceeds of \$4,550,000.

The NMFA Loan total amount is \$6,890,188, at a maximum interest rate of 2.924% for a term of 13 years, maturing 06/01/2029 and a delivery date of 06/03/2016.

A presentation of the Loan issue will be presented by the City's Financial Advisor, Andrew Stricklin, Associate of RBC Capital Markets, LLC. Chris Muirhead, Bond Council with Modrall Sperling, will also be present for any legal questions pertaining to the Loan and intercept Agreement.

STATE OF NEW MEXICO)
COUNTY OF OTERO) ss.
CITY OF ALAMOGORDO)

The City Commission (the "Governing Body") of the City of Alamogordo, New Mexico, met in regular session in full conformity with the law and the rules and regulations of the Governing Body at Alamogordo Municipal Offices, 1376 East Ninth Street, Alamogordo, New Mexico, being the regular meeting place of the Governing Body, on the 26th day of April, 2016, at the hour of 7:00 p.m. Upon roll call, the following members were found to be present:

Present: _____

Absent: _____

Also Present: _____

Thereupon, there was officially filed with the Clerk a copy of a proposed ordinance in final form.

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. 1515

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$6,870,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF PUBLIC IMPROVEMENT PROJECTS, REFUNDING OUTSTANDING BONDS AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF THE STATE-SHARED GROSS RECEIPTS TAX DISTRIBUTED TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 7-1-6.4, NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF STATE-SHARED GROSS RECEIPTS TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Improvement Project and Refunding Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interests of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the Improvement Project and Refunding Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues may be redirected to the NMFA or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the NMFA (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than the Pledged Revenues, no revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Improvement Project to be financed by the Loan and the improvements originally financed with the proceeds of the City of Alamogordo Gross Receipts Tax Refunding and Improvement Revenue Bonds, Series 2004, were and are to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the NMFA (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Improvement Project and Refunding Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE GOVERNMENTAL UNIT:

Section 1. Definitions. As used in this Ordinance, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“2004 Bond Ordinance” means City Ordinance No. 1212.

“2008 Loan Ordinance” means City Ordinance No. 1344.

“2011 Loan Ordinance” means City Ordinance No. 1410.

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12, Sections 7-1-6.4, 7-1-6.15, and 7-1-6.46 NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and the Intercept Agreement, including this Ordinance.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of any of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Mayor, Manager, Finance Director and Treasurer, and Clerk of the Governmental Unit.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the NMFA and specifically related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Improvement Project.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expense Fund” means the expense fund created pursuant to the Indenture to be held and administered by the Trustee to pay Expenses.

“Expenses” means the cost of execution of the Loan Agreement and costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the NMFA in administering the Loan Agreement, including legal fees.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the City Commission of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Alamogordo, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Improvement Project” means the acquisition, construction, installation and improvement of public projects in the Governmental Unit, including but not limited to flood control improvements and improvements to the Governmental Unit’s natatorium.

“Income Fund” means the “City of Alamogordo, New Mexico Gross Receipts Tax Income Fund” previously created by the Governmental Unit and to be maintained by the Governmental Unit to which all Pledged Revenues are credited.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the NMFA and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between NMFA and the Trustee, as determined by the NMFA pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement between the Governmental Unit and the NMFA providing for the direct payment by the Distributing State Agency to the NMFA of Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the NMFA pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the NMFA and the Governmental Unit which provides for the financing of the Improvement Project and Refunding Project and requires payments by or on behalf of the Governmental Unit to the NMFA.

“Loan Agreement Payment” means, collectively, the Principal Component and the Interest Component to be paid by the Governmental Unit as payment of the Loan Agreement as shown on Exhibit “B” thereto.

“Loan Agreement Payment Date” means each date a payment is due on the Loan Agreement as shown on Exhibit “B” thereto.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

“Loan Agreement Reserve Account” means the loan agreement reserve account established in the name of the Governmental Unit, and administered by the Trustee pursuant to the Indenture.

“Loan Agreement Reserve Requirement” means with respect to the Loan, the amount shown as the Loan Agreement Reserve Requirement on the Term Sheet, which amount does not exceed the least of (i) ten percent (10%) of the Loan Agreement Principal Amount, (ii) one hundred-twenty five percent (125%) of the average Aggregate Annual Debt Service Requirement under the Loan Agreement, or (iii) the maximum Aggregate Annual Debt Service Requirement under the Loan Agreement.

“NMFA” means the New Mexico Finance Authority.

“NMFA Debt Service Account” means the debt service account in the name of the Governmental Unit and held by the NMFA to pay principal and interest on the Loan Agreement as the same become due.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Ordinance” means this Ordinance adopted by the Governing Body on April 26, 2016 approving the Loan Agreement and the Intercept Agreement, as amended from time to time.

“Parity Obligations” mean the Loan Agreement, the Loan Agreement dated December 23, 2011 between the NMFA and the Governmental Unit, the Loan Agreement dated December 12, 2008 between the NMFA and the Governmental Unit, and the City of Alamogordo Gross Receipts Tax Refunding and Improvement Revenue Bonds, Series 2004, which are to be refunded and redeemed upon execution of the Loan Agreement, and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

“Pledged Revenues” means the amount of money derived from the state-wide gross receipts tax imposed by the State on all persons engaging in business in the State

(levied pursuant to Section 7-9-4 NMSA 1978), (1) which is distributed monthly by the Revenue Division of the Taxation and Revenue Department of the State to the Governmental Unit as authorized by Section 7-1-6.46 NMSA 1978, and (2) which is to be in an amount, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, equal to the product of the quotient of 1.225% (or such higher rate of distribution which hereafter may be enacted into law) divided by the tax rate imposed by Section 7-9-4 NMSA 1978, times the net receipts (i.e., the total gross receipts tax less any refunds disbursed in that month) for the month attributable to the gross receipts tax from business locations within the Governmental Unit and other places designated in Section 7-1-6.4 NMSA 1978. Pledged Revenues also means (i) the distribution to the Governmental Unit pursuant to Section 7-9-46 NMSA 1978, which is in lieu of revenue that would have been received by the Governmental Unit pursuant to Section 7-1-6.4 NMSA 1978, but for the deductions provided by 7-9-92 and 7-9-93 NMSA 1978, and (ii) any similar distributions made to the Governmental Unit in lieu of gross receipts tax revenues. The Governmental Unit is not pledging and the term "Pledged Revenues" does not include any gross receipts tax income received pursuant to Sections 7-1-6.12, 7-19-10 through 7-19-18, or 7-19D-1 through 7-19D-11 NMSA 1978, or any other statute, or any amount received pursuant to Section 7-1-6.4 NMSA 1978 which exceeds the amount required to be distributed to the City pursuant to Section 7-1-6.4 NMSA 1978 as of the date of adoption of this Ordinance, but such terms shall include and the Governmental Unit is pledging, all revenue resulting from any increase (but not any decrease) in such rate of 1.225% which hereafter may be enacted into law.

"Processing Fee" means the processing fee to be paid by the Governmental Unit on the Closing Date to the NMFA for the costs of originating and servicing the Loan, as shown on the Term Sheet.

"Program Account" means the account in the name of the Governmental Unit established under the Indenture and held by the Trustee for deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

"Project" means collectively the Improvement Project and the Refunding Project.

"Refunding Project" means the refunding, refinancing and prepayment of the outstanding City of Alamogordo Gross Receipts Tax Refunding and Improvement Revenue Bonds, Series 2004, on the date of execution and delivery of the Loan Agreement.

"Series 2004 Bonds" means the City of Alamogordo Gross Receipts Tax Refunding and Improvement Revenue Bonds, Series 2004.

"State" means the State of New Mexico.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

“Trustee” means the BOKF, NA, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the NMFA.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and completion of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Improvement Project and Refunding Project, the Loan Agreement and the Intercept Agreement. The Improvement Project and Refunding Project and the method of financing the Improvement Project and Refunding Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Improvement Project and Refunding Project are for the benefit of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Improvement Project and Refunding Project are needed to meet the needs of the Governmental Unit and its residents and the issuance, execution and delivery of the Loan Agreement is necessary or advisable.

B. Moneys available and on hand for the Improvement Project and Refunding Project from all sources other than the Loan are not sufficient to defray the cost of the Improvement Project and Refunding Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Improvement Project and the Refunding Project by the execution and delivery of the Loan Agreement.

E. The Improvement Project and Refunding Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Improvement Project and Refunding Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will complete the Improvement Project and Refunding Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it

has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. The Governmental Unit is current in the accumulation of all amounts which are required to have been accumulated in both the Debt Service Fund and Reserve Fund for the Series 2004 Bonds, as required by the 2004 Bond Ordinance, the Loan Agreement dated December 12, 2008 between the NMFA and the Governmental Unit, as required by the 2008 Loan Ordinance and the Loan Agreement dated December 23, 2011 between the NMFA and the Governmental Unit, as required by the 2011 Loan Ordinance.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths (3/4) majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Improvement Project and Refunding Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay the principal amount of \$6,870,000, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to finance the completion of the Improvement Project and Refunding Project and to pay the Processing Fee. The Improvement Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of \$6,870,000, shall be payable in installments of principal due on June 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on June 1 and December 1 of each year, commencing on December 1, 2016, at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the

Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of the Improvement Project and Refunding Project.

A. Program Account, NMFA Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the NMFA Debt Service Account to be held and maintained by the NMFA and to the Program Account and the Loan Agreement Reserve Account to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) of the deposit of the portion of the proceeds of the Loan Agreement in the Program Account and the NMFA Debt Service Account, (ii) payment of the Processing Fee directly to the NMFA, from the proceeds of the Loan Agreement or from other legally available funds of the Governmental Unit, and (iii) for payment of the Expenses.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account and the NMFA Debt Service Account, and the Processing Fee shall be paid to the NMFA, as provided in the Loan Agreement and the Indenture.

No deposit of proceeds of the Loan or other Governmental Unit moneys into the Loan Agreement Reserve Account shall be required on the date of the Loan or at any

time thereafter, except in the circumstances and on the conditions described in paragraph B of Section 9 of this Ordinance.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of completing the Improvement Project and Refunding Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will complete the Improvement Project and Refunding Project with all due diligence.

B. Completion of the Improvement Project. Upon the Completion Date, the Governmental Unit shall execute and send to the NMFA a certificate stating that the Improvement Project has been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the NMFA Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. NMFA and Trustee Not Responsible. The NMFA and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid to the NMFA for deposit in the NMFA Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest and other amounts due under the Loan Agreement.

B. Loan Agreement Reserve Account. The Treasurer (or successor) of the Governmental Unit, on or before the 150th day after the close of each Fiscal Year, shall deliver a certificate stating the ratio of coverage of Pledged Revenues to the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on the outstanding Loan Agreement and other Parity Obligations (the "Debt Service Coverage Ratio"); and if such certificate indicates that the Pledged Revenues for such Fiscal Year are less than 2.0 times the maximum annual principal and interest requirements in any subsequent Fiscal Year of the Loan Agreement and any Parity Obligations then outstanding, or if there occurs an event of default under paragraph (a) of Section 10.1 of the Loan Agreement as to any principal or interest payment obligation, the Governmental Unit shall immediately proceed to accumulate the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account by 12 substantially equal monthly deposits made on the first day of each month commencing on the first day of the first month concurrently following such determination and such accumulations shall be made from Pledged Revenues, second to the payments required by paragraph A of this Section and concurrently with the payment (if any) into the reserve fund for other Parity

Obligations. After the funding of the Loan Agreement Reserve Account as aforesaid, if such certificates for two consecutive Fiscal Years indicate that the Debt Service Coverage Ratio for two consecutive Fiscal Years is at least 2.0 of the maximum annual principal and interest coming due in any subsequent Fiscal Year on the outstanding Loan Agreement and other Parity Obligations, any money or securities in the Loan Agreement Reserve Account may be transferred to other Governmental Unit funds or accounts, and the procedure provided in the first sentence of this paragraph B shall be reinstated. The amounts in the Loan Agreement Reserve Account are pledged exclusively as additional security for payment of the principal of and interest on the Loan Agreement and this Ordinance creates a lien thereon. After accumulation of the Loan Agreement Reserve Requirement, second to the payments required by paragraph A hereof, there shall be credited monthly to the Loan Agreement Reserve Account from the Income Fund, such amount or amounts, if any, as are necessary to maintain the Loan Agreement Reserve Account as a continuing reserve in an amount not less than the Loan Agreement Reserve Requirement to meet possible deficiencies in the NMFA Debt Service Account. The moneys (if any) in the Loan Agreement Reserve Account shall be accumulated and maintained as a continuing reserve to be used, except as hereinafter provided in paragraphs C and D of this Section, only to prevent deficiencies in the payment of the principal of and interest on the Loan resulting from the failure to credit to the NMFA Debt Service Account sufficient funds to pay the principal and interest as the same become due. Amounts (if any) in the Loan Agreement Reserve Account in excess of the Loan Agreement Reserve Requirement shall be withdrawn from the Loan Agreement Reserve Account and deposited into the NMFA Debt Service Account (including investment income therefrom) and shall be used to pay the principal of or interest on the Loan or any obligations refunding the Loan. Also, second to the payments required by paragraph A of this Section and coequal and on a parity with payments into the Loan Agreement Reserve Account, there may be credited on a periodic basis of not more frequently than monthly, an amount necessary to establish, maintain or reestablish reasonable reserve funds for additional Parity Obligations or necessary to reimburse a credit facility provider for amounts due in connection with a draw on any debt service reserve surety bond or similar credit facility for any such additional Parity Obligations.

C. Defraying Delinquencies in the NMFA Debt Service Account and Loan Agreement Reserve Account. If, on any Loan Agreement Payment Date, the Governmental Unit shall, for any reason, fail to pay into the NMFA Debt Service Account the full amount above stipulated from the Pledged Revenues, then an amount shall be paid into the NMFA Debt Service Account on such date from the Loan Agreement Reserve Account (if moneys are then on deposit in the Loan Agreement Reserve Account) equal to the difference between that paid from the Pledged Revenues and the full amount so stipulated. If the moneys paid into the NMFA Debt Service Account from the Loan Agreement Reserve Account are not equal to the amount required to be paid into the NMFA Debt Service Account on such date, then in the following month, an amount equal to the difference between the amount paid and the amount required shall be deposited into the NMFA Debt Service Account, from the first Pledged Revenues thereafter received and not required to be otherwise applied. The money deposited in the NMFA Debt Service Account from the Loan Agreement Reserve Account, if any, shall be replaced in the Loan Agreement Reserve Account from the first

Pledged Revenues thereafter received not required to be otherwise applied. If, in any month, the Governmental Unit shall, for any reason, fail to pay into the Loan Agreement Reserve Account the full amount required, the difference between the amount paid and the amount so stipulated shall in a like manner be paid therein from the first Pledged Revenues thereafter received and not required to be otherwise applied. The moneys in the Loan Agreement Reserve Account shall be used solely and only for the purpose of paying any deficiencies in the payment of the principal of and the interest on the Loan; provided, however, that any moneys at any time in excess of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account may be withdrawn therefrom and applied to any other lawful purpose.

D. Termination on Deposits to Maturity. No payment shall be made into the NMFA Debt Service Account or the Loan Agreement Reserve Account if the amounts in such accounts total a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, the Loan Agreement in which case moneys in such accounts in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

E. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the NMFA Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of Parity Obligations and bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable lien and a first lien, but not necessarily an exclusive first lien, on the Pledged Revenues with the lien thereon of the Parity Obligations as set forth herein and therein. The Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this

Ordinance, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this Ordinance set out in Section 18 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. This Ordinance may be amended by ordinance of the Governing Body without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Redemption of Series 2004 Bonds. The Governmental Unit hereby elects to optionally redeem the outstanding Series 2004 Bonds, issued pursuant to the 2004 Bond Ordinance, contemporaneously with the execution and delivery of the Loan Agreement.

Section 17. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 18. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

City of Alamogordo, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. _____ duly adopted and approved by the Governing Body of the City of Alamogordo, New Mexico, on April 26, 2016. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 1376 East Ninth Street, Alamogordo, New Mexico.

The title of the Ordinance is:

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$6,870,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF PUBLIC IMPROVEMENT PROJECTS, REFUNDING OUTSTANDING BONDS AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF THE STATE-SHARED GROSS RECEIPTS TAX DISTRIBUTED TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 7-1-6.4, NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF STATE-SHARED GROSS RECEIPTS TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 26th DAY OF APRIL, 2016.

CITY OF ALAMOGORDO, NEW MEXICO

By _____
Mayor

[SEAL]

ATTEST:

By _____
Clerk

Commissioner _____ then moved adoption of the foregoing Ordinance,
duly seconded by Commissioner _____.

The motion to adopt said Ordinance, upon being put to a vote, was passed and
adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ () members of the Governing Body having voted in favor of said
motion, the Mayor declared said motion carried and said Ordinance adopted, whereupon
the Mayor and the Clerk signed the Ordinance upon the records of the minutes of the
Governing Body.

3-17-5. Proof of ordinance; authentication; publication; effective date; codification.

A. An ordinance shall be recorded in a book kept for that purpose, shall be authenticated by the signature of the presiding officer of the governing body and the municipal clerk and shall bear the seal of the municipality. The ordinance shall be published one time either in its entirety or by title and a general summary of the subject matter contained in the ordinance, whichever the governing body elects to do.

B. An ordinance shall not become effective until five days after it has been published, unless otherwise provided by law.

C. If the ordinances of the municipality are codified or codified and revised, it is not necessary to publish the entire codification or codification and revision. An ordinance, referring to the codification or codification and revision by title only and specifying one place in the municipality where the codification or codification and revision may be inspected during the normal and regular business hours of the municipal clerk, may be published instead of the codification or codification and revision.

D. Any court shall accept the following as prima facie evidence that an ordinance has been published:

- (1) the book in which the ordinances of the municipality are recorded;
 - (2) any copy of an ordinance certified by the municipal clerk or his duly authorized deputy;
 - (3) any ordinance published in book or pamphlet form under the authority of the municipality;
- or
- (4) any codification of ordinances prepared under the authority of the municipality. It is sufficient defense to any suit or prosecution to show that no publication was made.

History: 1953 Comp., § 14-16-4, enacted by Laws 1965, ch. 300.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/22/2016

Report No: 20.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, first publication of Ordinance No. 1516 amending Article 11-05 to adopt a Disorderly House or Social Host Ordinance. (*Stephen Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1516 for first publication.

Background: The Otero County Community Health Council has approached administration and certain elected officials to request that the full City Commission consider the adoption of a social host ordinance. The attached Issue Brief provides background on the reason for the request.

A social host ordinance seeks to hold adults responsible for allowing underage alcoholic consumption on property they own or control. If such a person allows underage consumption on their property that person can be cited into municipal court. Conviction will result in a fine of \$150 for the first offense. If the person is convicted a second time they will be subject to a fine of \$300. A third conviction will subject the person to a fine of \$500 and/or up to 90 days in jail.

Staff request approval of the ordinance for publication.

ORDINANCE NO. 1516

**AN ORDINANCE AMENDING ARTICLE 11-05
TO ADOPT A DISORDERLY HOUSE OR SOCIAL HOST ORDINANCE**

WHEREAS, underage persons often obtain, possess or consume alcoholic beverages at underage or unruly gatherings held at residences, commercial property, vacant property, or any other place open to the public under the control of a person who knows of such conduct but fails to stop it; and

WHEREAS, underage consumption of alcoholic beverages poses an immediate threat to the public health, safety and welfare in that it increases alcohol abuse by underage persons, physical altercations, violent crimes including rape and other sexual offenses, accidental injury, neighborhood vandalism and excessive noise disturbance, all of which may require intervention by local law enforcement; underage or unruly gatherings with large numbers of underage drinkers are particularly high risk settings for these adverse consequences; and

WHEREAS, adults and/or responsible parties who knowingly conduct, aid, allow, permit, or condone underage persons to consume alcohol at residences, commercial property, vacant property, or any other place open to the public create a threat to public health, safety and welfare, and require law enforcement, fire, and other emergency response personnel to respond which could delay responses to other regular and emergency calls.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO THAT:

SECTION ONE - Article 11-05 is hereby amending to create a new section entitled “Social Host” reading as follows:

Section 11-05-250 – Disorderly House or Social Host

(a) **Definitions.** The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult means any person 18 years of age or older.

Alcoholic beverage means any liquid or solid material intended to be ingested by a person which contains ethanol, also known as ethyl alcohol, drinking alcohol, or alcohol, including, but not limited to, intoxicating liquor, malt beverage, beer, wine, spirits, liqueur, whiskey, rum, vodka, cordials, gin, and brandy, and any mixture containing one or more alcoholic beverages.

Commercial property means property used for retail, trade, or other business activities, including hall or meeting room, whether owned, leased, rented, or used without compensation, including contiguous properties.

Family gathering means a gathering where each underage person present is directly supervised by his or her parent or legal guardian.

Legal guardian is a person who is lawfully vested with the power and charged with the duty of taking care of an underage person.

Parent means any person who is a natural parent, an adoptive parent, a foster parent, or a step-parent.

Residence means a home, yard, apartment, condominium or other dwelling unit, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, party or other social function, and whether owned, leased, rented, or used without compensation, including contiguous properties, and/or any buildings, structures or other improvements situated thereon or affixed thereto.

Responsible person means an adult with or without a right of possession in the residence, commercial property, vacant property, or any other place open to the public on which an underage or unruly gathering is conducted, including, but not limited to:

- (1) The person who owns, rents, leases or otherwise has direct control of the premises;
- (2) A tenant or lessee of the premises;
- (3) Any other person in charge of the premises; and
- (4) The person who organizes or supervises or conducts the event or any other person(s) accepting responsibility for such a gathering.

Underage gathering means a party or gathering of two or more persons at a residence, commercial property, vacant property, or any other place open to the public, except a family gathering, at which alcoholic beverages are being furnished to, consumed by or in possession of any underage person.

Underage person means any person under the age of 18 years.

Unruly gathering means a party or gathering of two or more persons at a residence, commercial property, vacant property, or any other place open to the public, except a family gathering, at which alcoholic beverages are being furnished to, consumed by or in possession of any underage person and where conduct is occurring that constitutes a substantial disturbance of the quiet enjoyment of private residence, other private or commercial property, or vacant property. Such conduct includes but not limited to:

- (1) Unreasonable noise as defined by section 11-05-270;
- (2) Excessive traffic that is significantly in excess of the normal amount of pedestrian and vehicle traffic for the zoning district;
- (3) Obstruction of public streets and/or the presence of unruly crowds that have spilled into public streets;
- (4) Unlawful consumption of alcohol or alcoholic beverages;
- (5) Vandalism;
- (6) Littering; or
- (7) Any other conduct which constitutes a threat to the public health, safety, quiet enjoyment of private residence, other private or commercial property, vacant property, or the general welfare.

An unruly gathering shall constitute a public nuisance.

Vacant property means, but is not limited to, any undeveloped property, property upon which there exist no man-made structures, or abandoned property.

(b) **Violations.**

- (1) It shall be unlawful for any person or persons to keep any disorderly house or to suffer any drunkenness, quarrelling, fighting, gambling or any riotous or disorderly conduct whatever on his premises or the premises under his direct possession or control, including vacant property.
- (2) A disorderly house consists of knowingly creating, performing or maintaining anything affecting any number of citizens, without lawful authority, which is either:
 - a. Injurious to public health, safety or welfare, or
 - b. Interferes with the exercise and enjoyment of public rights, including the right to use public property.
- (3) It shall be a misdemeanor for any responsible person or persons to knowingly conduct, aid, allow, permit, or condone an underage or unruly gathering, at a residence, commercial property, vacant property, or any other place open to the public.

This section shall not apply to conduct involving the serving of alcoholic beverages that occurs exclusively between an underage person and his or her parent or legal guardian, as permitted by New Mexico state statute, 60-7B-1, NMSA 1978, or at a family gathering.

- (c) **Penalties.** Upon conviction of this offense in section (b), none of which can be suspended or deferred, for the first offense shall be a minimum fine of \$150.00, for the second offense shall be a minimum fine of \$300.00 within five (5) years of the first conviction, and for the third or subsequent offenses within five (5) years of the first conviction a fine of \$500.00 or imprisonment for a term not exceeding 90 days, or both

SECTION TWO - Effective Date. This ordinance shall take effect upon its adoption and publication.

PASSED, APPROVED AND ADOPTED, this ____ day of _____, 2016.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: _____
Richard Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Nancy Jacobs, City Clerk

Stephen P. Thies, City Attorney

WHAT IS A **SOCIAL HOST ORDINANCE**?

It's a law that holds people accountable for providing an environment where underage drinking and related nuisances occur. Social host ordinances provide law enforcement with an important tool to reduce the riskiest drinking among youth and young adults.

"We know that house parties are a significant problem in our community. What happens at these parties really puts kids at risk."

—Dee Swope

President, Otero County Community Health Council

Chair, Otero County DWI Planning Council

WHAT DO WE KNOW FROM **LAW ENFORCEMENT?**

- In Otero County, more than half of people convicted of DWI over the past 15 months said they obtained the liquor they drank prior to the DWI in a social setting
- Minor in Possession of Alcohol was the top reason for referral to Juvenile Probation in 2014



"Usually we respond to house parties because a fight or disturbance has broken out, this would make it easier to intervene before things escalate."

— Captain Mike Lawrence, Alamogordo Police Department

DID YOU KNOW¹?

- 28% of Otero County High School students have their first drink before age 13.
- 20% of our youth report binge drinking (at least 5 drinks in a row) during the past month, and 5% of our youth reported extreme binge drinking (at least 10 drinks in a row).
- Among local youth who drink, 85% say that they usually drink "at my home or at someone else's home".

WHAT DO WE KNOW ABOUT **HOUSE PARTIES IN ALAMOGORDO?**

Consistent with state and national findings, local teens and parents say that "house parties" are where most underage drinking happens. Parties are high risk settings for binge drinking and related consequences such as sexual assault, DWI, fighting, alcohol poisoning, and illicit drug use.



HERE'S WHAT LOCAL YOUTH AND ADULTS SAY HAPPENS AT HOUSE PARTIES²:

"Fighting, unprotected sex, drinking and driving, people losing control"

"Kids drink and damage their health"

"Fights, drugs and property damage"

"These parties can be very nasty, and kids get very drunk. It's all over social media... I see pictures of parties and drinking all over social media."

WHAT CAN WE DO?

Many communities are adopting local, civil "social host" ordinances that hold people accountable for underage drinking and other threats to public health and public safety at their homes or on their property.

Because social host ordinances focus on where the drinking takes place rather than just who provides the alcohol, these policies make it easier to intervene quickly and efficiently before a large party gets out of hand and results in negative and sometimes tragic consequences for young people. Local, civil social host laws are much easier to enforce than existing criminal sanctions (which may include jail time) for providing alcohol to minors, and they complement existing criminal laws by filling a gap in state laws. Communities across the country are adopting civil social host ordinances to ensure the health and safety of youth, young adults, and all community members who are affected by underage drinking and related consequences.

Because underage drinking parties are a burden on law enforcement and other community resources, most social ordinances also include a cost recovery component so that repeat offenders can be held responsible for costs related to law enforcement response and emergency medical services.

"A lot of parents allow it. They let others drink as long as it is in their home. Or kids find homes with parents that let them drink."

- Local high school student

Like a speed limit for parties, social host ordinances set a standard to which everyone is expected to adhere and which keeps everyone safer. These laws don't replace existing criminal laws—they provide additional options for keeping our community safe.

"This ordinance will be a very important additional tool for our officers."

-Chief (Retired) Bobby Duncan, Alamogordo Police Department

WHO SUPPORTS SOCIAL HOST ORDINANCES?



Otero County
Community Health Council

Social host laws are recommended by the Institute of Medicine, the Office of Juvenile Justice and Delinquency Prevention, and Mothers Against Drunk Driving to reduce social access to alcohol among our youth. Locally, the Otero County Community Health Council supports a local civil Social Host Ordinance as a best-practice strategy to reduce underage drinking and consequences associated with underage drinking parties.

This ordinance would reflect our community commitment to providing a safe environment for people and families. As a community we have a responsibility to support families and law enforcement and to better protect the health and safety of our youth.

"As a parent, I don't want other people deciding it's okay for my kids to drink; I think most parents don't!"

-Leslie Rick, Alamogordo



Research has shown that in communities with social host ordinances, law enforcement agencies find them useful and there are fewer calls for service over time³, fewer large underage drinking parties⁴, and fewer underage youth drinking at parties compared to underage youth in communities without such measures⁵.

TO GET INVOLVED AND TO LEARN WHAT YOU
CAN DO **TO SUPPORT THIS POLICY IN**
ALAMOGORDO, PLEASE CONTACT:

Holly Mata at (575) 551-1458

Maureen Schmittle at (575) 437-9340

Cambri Johnson at (575) 443-2943

Shift  is an initiative of the
Paso del Norte Health Foundation

¹NM Risk and Resiliency Survey High School Results (Otero County) 2013. Available at <http://youthrisk.org>

²Otero Community Needs Assessment (2015).

³Evalcorp. (2013). Social host ordinance impact evaluation: Phase II findings – 2013 Issue Brief. Ventura County Behavioral Health, Alcohol, and Drug Program, Ventura County Health Care Agency.

⁴Wagoner KG, Sparks M, Francisco VT, Wyrick D, Nichols T, and Wolfson M. (2013). Social host policies and underage drinking parties. Substance Use and Misuse, 48(1-2), 41-53.

⁵Paschall MJ, Lippman-Kreda S, Grube JW, & Thomas S. (2014). Relationships between social host laws and underage drinking: Findings from a study of 50 California cities. Journal of Studies on Alcohol and Drugs, 75(6), 901-907.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/22/2016

Report No: 21.

Submitted By: Mark Threadgill, Customer
Service Manager

Subject: Consider, and act upon, request of Gary and Marilyn Kite that they not be required to pay full deposit on their rental property at 1009 Catalina, and request to abate the water bill of their rental property at 1007 Catalina. *(Mark Threadgill, Customer Service Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: None

Background:

This item was placed on the agenda by Gary and Marilyn Kite. Staff is aware of two issues the Kites will be discussing:

1. 1009 E Catalina Ln, Utility Acct #105657-18064 in the name of Dylan Tucker Oliver. The City accepted application from Mr. Oliver to start utility service and only collected one-half of the deposit at time of application. This was done as a courtesy to the applicant with the understanding that the remaining half of the deposit would be paid within two weeks. On 12/21/2015 utility service for Mr. Oliver was terminated for failure to pay the remaining half of the deposit. On 2/19/2016 Mr. Oliver was notified via USPS of an outstanding utility bill in the amount of \$155.25 (\$70.00 deposit & \$85.25 utility service charges). Mr. Tucker did not respond to the notice.

On March 10, 2016 the City notified Gary & Marilyn Kite, the property owners, of the outstanding utility bill incurred by their tenant (no Owner Waiver of Liability on file) and requested payment. Mrs. Kite contacted the City and voiced her concern regarding the one-half of the deposit the City did not collect – her position being it was the City's responsibility to collect the deposit and as the City had failed to collect it was not the property owner's liability. At the time I explained to Mrs. Kite that under state statute (3-23-6 NMSA) property owners were responsible for "any charge imposed by ordinance for service rendered by a municipal utility..." unless the owner had filed a Waiver of Liability form. Mrs. Kite stated that she would take the matter to the Commission.

After my discussion with Mrs. Kite a review was done of the practice of accepting only one-half the deposit at application. The practice of "splitting deposits" had been an informal practice in Utility Billing, the rationale being that it helped customers defray the cost of starting service. The practice was not supported by ordinance or policy and was offered only to tenant customers for residential property where the property

owner had not filed a Waiver of Responsibility form. Further, the outstanding deposit amount was not reflected on the customer's bill but tracked only through notation in the account without benefit of formal written procedures. On April 5, 2016, with the concurrence of the Finance Director the practice of "splitting deposits" was officially ended.

On April 19, 2016, Mr. & Mrs. Kite were notified via e-mail that the City would abate the \$70.00 past due deposit and the outstanding tenant utility bill was \$85.25. They were also informed that the courtesy of "splitting deposits" would no longer be practiced by the City.

2. 1007 E. Catalina Ln., Accnt #100485-18066 in the name of Derek Gray.

Mr. Gray began leasing 1007 E. Catalina Ln. in August 2014. However, despite his lease stating he was responsible for utilities Mr. Gray never applied for service. The previous tenant at 1007 E Catalina terminated service on July 3, 2014, final read done visually. Water would have been turned off at that time.

On 12/07/15 a work order was issued due to inactive consumption – technician noted that water was turned off, no one home, could not lock meter and left door tag.

On January 8, 2016 Mr. Gray made application for service at 1007 Catalina Ln., he paid application fee, deposit, provided copy of lease and was informed that he would be responsible for the inactive consumption at the location. A work order was issued to turn on water and obtain visual reading.

Mr. Gray was billed on February 28, 2016 (incl. some 13,000 cu ft inactive consumption), March 23, 2016 and final billed for non-payment on April 6, 2016 (total \$1,015.29) . Mr. Gray made no payments nor did he contact Utility Billing to make arrangements. On 3/29/16 a work order was issued to turn off the water and obtain final read – technician left door tag.

On April 18, 2016 the Kites contacted Utility Billing when they discovered water service was turned off at the address. At that time they were informed of the situation and the outstanding balance owed by the tenant.



New business

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 3/25/16

Date of Meeting:

April 12, 2016

April 26th

Name:

Gary & Marilyn Kite

Address:

31 Montane Vista

Alamogordo, NM ZIP 88310

Phone Number:

575 439-8999

E-Mail Address:

gakmmk@tularosa.net

Item requested will be for: (Please check one)

☐ Information only

☒ Action Item

☐ Discussion/Action

☐ Public Hearing

☐ Report

☐ Other: _____

Brief description of topic to be discussed:

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

We do not allow handouts at the meeting

COA Water Dept. did not collect full deposit
from tenant. City's responsibility to collect
deposit. COA is now wanting land owner to
pay.

Signature:

Marilyn Kite

Please return to:

Nancy Jacobs, CMC, City Clerk
City of Alamogordo
1376 E. 9th Street
Alamogordo, NM 88310

Phone: (575) 439-4205

Fax: (575) 439-4396

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

Revised 3/15/2016

Zimbra**njacobs@ci.alamogordo.nm.us**

Fw: 1009 E Catalina Ln

From : gakmmk@tularosa.net

Tue, Apr 19, 2016 10:58 AM

Subject : Fw: 1009 E Catalina Ln 2 attachments**To :** Nancy Jacobs <njacobs@ci.alamogordo.nm.us>

Nancy,

Mark Threadgill is referencing the wrong address in this email; however, I want to make sure Gary and I are still on the April 26th agenda for the matter concerning 1009 Catalina.

Please call me to confirm.

Thank you,
Marilyn M. Kite

-----Original Message-----

From: [Mark Threadgill](#)**Date:** 4/19/2016 10:43:24 AM**To:** [gakmmk@tularosa.net](#)**Cc:** [LeeAnn Nichols](#); [Nichole Sierra](#)**Subject:** 1009 E Catalina Ln

RE: utility account in the name of Dylan Tucker Oliver (105657-18064) for 1009 E. Catalina Ln.

Mr. & Mrs. Kite:

After reviewing the above referenced account as well as the practices, policies and ordinances of the City of Alamogordo we have determined that the City will not pass the liability for the delinquent deposit to the property owner.

The practice of allowing customers to split their deposit was an unofficial courtesy offered by the City to assist customers starting service; however, the practice was not backed by policy or ordinance. We will no longer allow customers to split deposits and will collect the full deposit at the time of application.

With the abatement of the \$70.00 unpaid deposit the past due amount referenced in the

City's letter of March 10, 2016 is reduced to \$85.25.

Regards

--

Mark Threadgill
Customer Service Manager
City of Alamogordo
575-439-4288
mthreadgill@ci.alamogordo.nm.us



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butterfly_top.gif
12 KB

butterfly_bottom.gif
20 KB

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/22/2016

Report No: 22.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, complaint submitted by Paul Sanchez concerning Commissioner Nadia Sikes. (*Stephen Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to Staff

Background: The Commission adopted by ordinance a "Code of Conduct for Elected Officials" in late 2014. The ordinance contains eleven different codes of conduct. The individual commissioners are expected to comply with these codes when acting in their capacity of an elected official. In the event another member of the Commission, a member of the public, or others believe that a Commissioner has violated any one or more of the Codes, that person can file a complaint specifying the reasons they believe a violation occurred. Provided the complaint complies with the requirements of the ordinance as to form, the complaint is initially referred to a Preliminary Review Committee consisting of the three most senior members of the Commission. A copy is also provided to the subject of the complaint to allow that elected official the opportunity to submit any response or other documentation they want considered by the Review Committee. After the members of the Preliminary Review Committee review the complaint, they are required to either make a finding of cause exists to conclude that the elected official violated the Code of Conduct or a finding of no-cause, which means they have concluded that based upon the facts of the matter the commissioner did not violate the Code of Conduct. That preliminary finding is then forwarded to the full Commission for its consideration.

Mr. Paul Sanchez filed a complaint against Commissioner Sikes alleging three separate violations of the Code of Conduct. A copy of the complaint is attached along with Commissioner Sikes' response. The complaint was forwarded to the Preliminary Review Committee two of which made a finding of no-cause. As required by the ordinance, that finding is being forwarded to the full commission for its consideration.

Due to the no-cause finding, the full Commission can consider one the following courses of action: (1) take no action, which results in this particular matter being concluded; (2) entertain a motion to consider the complaints, which will require an affirmative vote of 5 commissioners to pass; or (3) entertain a motion to sustain the no-cause finding by the Preliminary Review Committee. A motion to sustain does allow for

discussion.

Please note that video and audio recordings were submitted with the complaint but are not being distributed with the agenda. The City Clerk has those recordings. Any Commissioner wishing to listen or view the recordings prior to the meeting can make arrangements with the Clerk to either view/listen or obtain a copy of the recordings.

When considering this matter, the Commission should remain mindful that the stated intent of the ordinance is to educate, and where necessary, discipline the elected official.

**Formal Alamogordo City Charter Code of Conduct Complaint
Against District 2 Commissioner Nadia Sikes
March 4th, 2016**

Name: Paul G. Sanchez
Address: 701 7th St
Alamogordo, NM 88310
Phone: (575) 491-9439
Email: thosewhoshow@hotmail.com

To the Honorable Mayor Richard Boss and Commissioners of the City of Alamogordo,

It is my opinion that between the dates of 3 -8 December 2015, District 2 Commissioner Nadia Sikes committed a series of actions, on social media, in a meeting with the President of NMSU- A Dr Kenneth Van Winkle, and finally at the City Commission meeting of 15 December 2015 that may have violated several sections of the Alamogordo Code of Ordinance, Part 1 City Charter, Chapter 2-Administration, Article 2-02. - City Commission, Article 2-03 Officers and Employees, 2-03-052.- Code of Conduct, Sections B Code of Conduct, Subsection 3- a, b, c, h and k.

****NOTE 1****: For the purposes of this document, references to the code of conduct will be identified simply as Subsection 3 and whichever final subsection letter applies. ****END OF NOTE 1****

In this complaint I intend to establish to the honorable members of the commission the facts as to what took place and demonstrate conclusively that those actions were in direct violation of the very Code of Conduct that Commissioner Sikes herself helped establish to ensure that no individual member of the commission would act on their own and improperly represent their own opinions and beliefs as those of the commission itself. Additionally, I intend to show that when asked on the record by Mayor Galea and Mayor Pro-Tem Rentschler about those actions at the City Commission meeting of December 15th, 2015, Commissioner Sikes lied to not just the commission, but also the citizens of Alamogordo in an attempt to cover up her alleged misconduct. While her statements at that meeting may not construe "sworn testimony", thru the evidence I will present, I believe that it is clear that she did lie as to what her actions and conduct constituted in an attempt to mislead both the commission and general public.

I sincerely hope that the commission takes these allegations as seriously as I do, most particularly Commissioner Sikes's misleading and possibly false statements at the aforementioned commission meeting. When we "the people" elect individuals to represent us, the most basic part of their conduct should simply be honesty. If they do commit some type of infraction of the sworn duties of their office, one would hope that the official would at least admit to the conduct and make every attempt to apologize and if appropriate, make reparations for the infraction. By making false statements on the record at a commission meeting, it brings into question every statement by that official, both previously and into the future.

While the issue that is at the basis of this complaint can be interpreted as a "2nd Amendment, Gun Control/Rights" concern, I am not basing any portion of this complaint on that. In fact, it is my personal opinion that had Commissioner Sikes undertaken the exact same actions while staying within the clear guidelines of the Code of Conduct, there would be no basis for this complaint at all. I sincerely believe that Commissioner Sikes, and the President of NMSU-A, Dr Kenneth Van Winkle were well within both their individual rights and the requirements of the Constitution of the State of New Mexico in the actions that were taken in canceling future Western Frontier Gun Shows at the Tays Center on the NMSU-A Campus. While I personally disagree with those actions and the results thereof, I believe there was nothing improper or illegal in relation to the cancelation of the show itself. The issue at hand is the conduct and statements of Commissioner Sikes. Had the "show" been a "quilting" show, her same actions would have resulted in this same complaint on my part. I ask the commission to consider this complaint outside of the political concerns of the 2nd Amendment and respectfully request that her actions and statements only be considered within what has been defined as appropriate conduct for a City Commissioner, most importantly the allegation of lying to the commission and public when asked about said conduct.

Finally, I request that each allegation be viewed initially as a unit and demonstration of a trend in the conduct of Commissioner Sikes. HOWEVER, if any portion should be found to be not for "cause", or filed in some way improperly, I would request that the questionable portion be severed from the remaining valid portions and they be considered for "cause".

I sincerely thank the Commission for your consideration of this complaint and trust that you will impartially and without prejudice come to an appropriate conclusion as to if I have shown "cause" for this complaint.



Paul G. Sanchez
Resident of Alamogordo

Timeline of Events:

#1: Prior to December 1st 2015: Commissioner Nadia Sikes established a Facebook social media page and states that her work is "Commissioner at City of Alamogordo" (Attachment #1). This statement of where she works is visible to anyone who goes to her page including anyone who might view her posts on any other page and "click" on her link to learn more about who she is. Thus it could be construed that her statements on Facebook represent her as a city commissioner. Currently, the City of Alamogordo's City Attorney, Stephen Thies is defending at great expense to the taxpayers of Alamogordo, a case against our former Mayor Susie Galea for a similar public records case about the former Mayor's Facebook page and various statements she wrote there. One would think that the existence of that case alone would have caused the city attorney to caution all of the commission to delete any references to their position on personal social media pages.

Please note that since this incident, Commissioner Sikes has changed her page to not reflect her work as "Commissioner at City of Alamogordo". However, I've placed the screen shot of her page below as it was during the week that the posts were placed on social media.



#2: On December 3rd 2015, at 1206 pm, Commissioner Sikes posted on the "Otero County Dems" page her objections to the Gun show being held at the Tays center and states that she has made an appointment to see him at 10 am on Friday the 4th to "go on the record requesting that NO MORE GUN SHOWS be held on University property". She also states that "(I, however would protest loudly if a gun show was to be held on city property)."

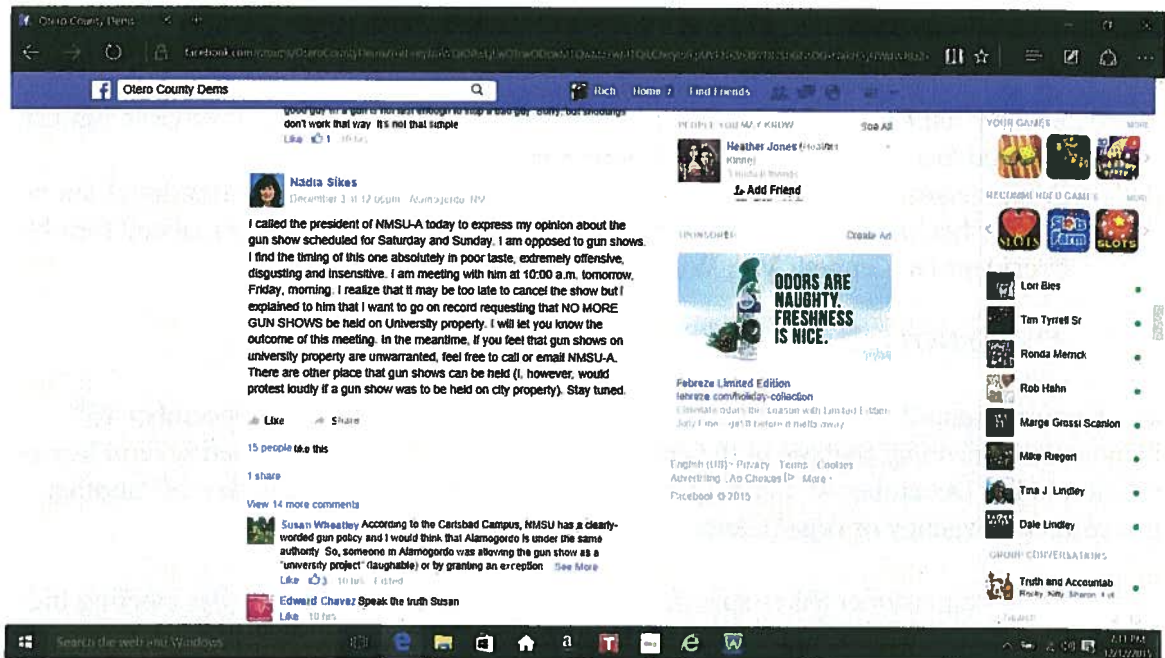
****NOTE #2**** As she had posted on her Facebook page that her work was as a City Commissioner, I find the second statement especially concerning in its implication that she would use her position to prevent this type of event from being held on city property. Thus I feel that her post about "protesting loudly" is in direct violation of Subsection 3, h & k:

"h. Representing an official city position. Commissioners may use their title only when conducting official city business, for information purposes, or as an indication of background and expertise, carefully considering whether they are exceeding or appearing to exceed their authority. Once the commission has taken a position on an issue, all official city correspondence regarding that issue will reflect the commission's adopted position. If a member of the commission appears before another governmental agency organization to give a statement on an issue affecting the city, the commissioner should indicate the majority position and opinion of the commission. Personal opinions and comments may be expressed only if the commissioner clarifies that these statements do not reflect the official position of the city commission. Personal opinions and comments may be expressed only if the commissioner clarifies that these statements do not reflect the official position of the city commission."

Please note that the repetitive last sentence was copied directly from the Code posted on the city's website. The highlighting of the section of the quote was done by me.

"k. Other public agencies. If a commission member appears before another governmental agency or organization to give a statement on an issue, the commissioner must clearly state if his or her statement reflects personal opinion or is the official stance of the city. Even if the commissioner is representing his or her own personal opinions, remember that this still may reflect upon the city as an organization. If the commissioner is representing the city, the commissioner must support and advocate the official city position on an issue, not a personal viewpoint. If the commissioner is representing another organization whose position is different from the city, the commissioner should withdraw from voting on the issue if it significantly impacts or is detrimental to the city's interest. Commissioners should be clear about which organizations they represent and inform the mayor and commission of their involvement. City letterhead may be used only when the commissioner is representing the city and the city's official position. A copy of official correspondence should be given to the city clerk to be filed as part of the permanent public record."

This is a screen shot of Commissioner Sikes' Facebook post on the "Otero County Dems" page that shows her comments as I've quoted them above.:



****END NOTE 2****

#3: On December 4th 2015, at approximately 10 am Commissioner Sikes met with Dr Kenneth Van Winkle, the President of New Mexico State University-Alamogordo, to discuss the gun show scheduled for December 5-6th 2015. Both Commissioner Sikes and Dr Van Winkle admit that this meeting took place. It is the specifics of that meeting that are in dispute.

****NOTE 3**:** Along with this complaint, I have provided the video recording of Commissioner Sikes speaking at the December 15th meeting, clearly stating her position on the subject. That video recording can also be confirmed independently by listening to the audio record of that commission meeting that is archived with the City Clerk.

I have also provided an audio recording of the meeting I attended with Dr Van Winkle on December 17th 2015. I hereby state that I personally made this recording without the knowledge of any other person at all. I am solely responsible for the recording which is permitted under both state and federal law as long as one person, myself, is present at the meeting and party to the entire conversation. I encourage you to contact, the witnesses listed below to the conversation to confirm what was said by those who were present at the December 17th meeting.

PGS

The others present at the meeting were:

New Mexico State Senator Ron Griggs, ron.griggs@nmlegis.gov

New Mexico State Representative Yvette Herrell, (575) 430-2113

NMSU-A President Dr Kenneth Van Winkle, 575-646-6178

Owner of the Western Frontier Gun Show, Eli Calles, (575) 430-8681

Lions Club Representative Jim Morrison, contact information unavailable but can be reached thru Mr Eli Calles, (575) 430-8681

A representative from the NMSU Main Campus named Ricardo Mendez (I am not 100% sure of his last name), contact information unavailable but can be reached thru NMSU-A President Dr Kenneth Van Winkle, 575-646-6178

****END NOTE 3****

#3: Commissioner Sikes made several statements on the record at the December 15th Commission meeting, that are at the crux of this complaint and established several key points in relation to her December 4th meeting with Dr Van Winkle (a representative of “another governmental agency or organization” i.e. NMSU-A).

A: Commissioner Sikes specifically stated that at no time during the meeting did she introduce herself as a City Commissioner.

****NOTE 4****: At the meeting held at NMSU-A, on December 17th 2015, if you listen to the approximately the last 5 minutes of the audio that I have provided with this complaint, you will hear me asking Dr Van Winkle several questions. In one question I state that according to his previous statements in that meeting he had said that Commissioner Sikes had introduced herself as the Chair of the Otero County Democratic Party, but NOT a City Commissioner. Dr Van Winkle stops and corrects me and says that she did introduce herself as a commissioner as well. This is a direct contradiction to Commissioner Sikes’ comments in response to questions from Mayor Susie Galea and Mayor Pro-Tem Robert Rentschler at the commission meeting. Either Dr Van Winkle lied at the December 17th meeting or Commissioner Sikes lied on the record at the December 15th meeting.

If she did introduce herself at that meeting as a City Commissioner, it is in direct violation of Subsection 3, h & k:

“h. *Representing an official city position.* Commissioners may use their title only when conducting official city business, for information purposes, or as an indication of background and expertise, carefully considering whether they are exceeding or appearing to exceed their authority. Once the commission has taken a position on an issue, all official city correspondence regarding that issue will reflect the commission's adopted position. If a member of the commission appears before another governmental agency organization to give a statement on an issue affecting the city, the commissioner should indicate the majority position and opinion of the commission. Personal opinions and

comments may be expressed only if the commissioner clarifies that these statements do not reflect the official position of the city commission. Personal opinions and comments may be expressed only if the commissioner clarifies that these statements do not reflect the official position of the city commission.”

Please note that the repetitive last sentence was copied directly from the Code posted on the city’s website. The highlighting of the section of the quote was done by me.

“k. *Other public agencies.* If a commission member appears before another governmental agency or organization to give a statement on an issue, the commissioner must clearly state if his or her statement reflects personal opinion or is the official stance of the city. Even if the commissioner is representing his or her own personal opinions, remember that this still may reflect upon the city as an organization. If the commissioner is representing the city, the commissioner must support and advocate the official city position on an issue, not a personal viewpoint. If the commissioner is representing another organization whose position is different from the city, the commissioner should withdraw from voting on the issue if it significantly impacts or is detrimental to the city's interest. Commissioners should be clear about which organizations they represent and inform the mayor and commission of their involvement. City letterhead may be used only when the commissioner is representing the city and the city's official position. A copy of official correspondence should be given to the city clerk to be filed as part of the permanent public record.”

****END NOTE 4****

B: At the December 15th Commissioner meeting, Commissioner Sikes stated that Dr Van Winkle has said the Lion’s Club could not pay the new, increased, rental price for the Tays at the December 4th meeting.

****Note 5**:** As can be clearly heard on the recording of the December 17th meeting, when the Lion’s Club and Dr Van Winkle were asked about this statement, they said they not only agreed to pay the new rental fee but that they had already booked 6 gun shows for the next year. Additionally, the representatives of the Gun Show handed out flyers at the show of December 5-6th, advertising the next year’s schedule of shows at the Tays center.

Again, the question becomes as to if Commissioner Sikes lied on the record at the commission meeting or did Dr Van Winkle AND the two representatives of the Lions Club and Gun show lie at the December 17th meeting. This potential lie constitutes, in my opinion, a violation of Subsection 3, both Sections b & c:

“b. *Comply with the law.* Commissioners shall comply with the laws of the federal government, the state and the city in the performance of their public duties. These laws

include, but are not limited to: the United States and New Mexico constitutions; the New Mexico Governmental Conduct, Inspection of Public Records, and Open Meetings Acts; and the City of Alamogordo Charter, Municipal Code, resolutions and policies.

c. *Conduct of members.* The professional and personal conduct of commissioners must be above reproach and avoid even the appearance of impropriety. Commissioners shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the commission, city staff or the public.”

END NOTE 5

C: In addition to the two meetings already described above, there was a third meeting that involved Commissioner Sikes and myself. In a meeting I had with Commissioner Sikes on December 15th, at 12 pm, at Lowe’s Grocery Store in the bar/lunch area, it is my opinion that Commissioner Sikes repeatedly violated Subsection 3, both Sections a & c.

The purpose of the lunch meeting was for the purpose of seeing what Commissioner Sikes had as her intention in meeting with Dr Van Winkle and if there was any way to find a compromise for all sides on the issue of NMSU-A canceling the Western Frontier Gun Show for 2016. In that meeting Commissioner Sikes when speaking about the turmoil on FB caused by her original posts bragging about her contact with Dr Van Winkle and the cancelation of the shows, cursed in reference to several members of the public.

I hereby report that Commissioner Sikes specifically said “F*ck Lori Bies, F*ck Marge Scanelon, and F*ck Rich Merrick.” She also said “What do they think they can do to me?” In that conversation I also reports that Commissioner Sikes made threats in relation to Mr Rich Merrick’s job saying ‘If he doesn’t watch himself it will cost him his job’. Please note that last statement is a paraphrase of her comment as I did not record this conversation with Commissioner Sikes. However it should also be noted that Mr Merrick is a federal employee with the United States Postal Service and the threat toward his job that she communicated to me was utterly improper for a sitting Commissioner to make.

Commissioner Sikes also said several times that if they had a problem with what she did, they needed to come talk to her directly. I tried to tell her several times that they had asked me to be the person who did come speak to her about the issue, in an attempt to find a way forward. After about a 45-minute lunch, Commissioner Sikes finally asked me what message or proposal I was to tell her from them. I, at that time had in the course of the conversation handled my cell phone several times and had accidentally and unwittingly dialed Mrs Lori Bies. So Mrs Bies was listening at this time. I told Commissioner Sikes, in response to her question about the “message”, that there was no reason to let her know what it was because she had made it clear that she didn’t care what they thought and had only cast repeated disparaging remarks about them. We then concluded the conversation and left.

****NOTE 6**:** I purposely and intentionally did NOT record this conversation, going as far as to show Commissioner Sikes my cell phone to demonstrate that we were hopefully going to have a private and discreet conversation. However, due to egregious nature of her conduct and language used at that meeting, I am choosing to report it. My calling of Mrs Bies was completely unintentional and was even unknown to me until later when I did call Mrs Bies to discuss the meeting. It was at that time that Mrs Bies told me about her overhearing part of the conversation thru my cell phone. Mrs. Bies may be reached at (575) 430-3619.

It is up to the honorable members of the commission to determine if my account of this meeting is truthful or not. I have signed an affidavit testifying to this entire complaint to include my statements in this paragraph. While there was no witness that heard the conversation, except for at the very end, there are many who saw us in Lowe's that day, having lunch.

It is my position that this exchange, even though with a singular person, was held in a public location and could easily be overheard by other members of the public. Additionally, due to the specific nature of the severe language used by Commissioner Sikes, it is my opinion that Commissioner Sikes repeatedly violated Subsection 3, both Sections a & c.

"a. Act in the public interest. Recognizing that stewardship of the public interest must be their primary concern, the commissioners will work for the common good of the people of Alamogordo and not for any private or personal interest, and they will endeavor to treat all persons, claims and transactions in a fair and equitable manner.

c. Conduct of members. The professional and personal conduct of commissioners must be above reproach and avoid even the appearance of impropriety. Commissioners shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the commission, city staff or the public."

****END OF NOTE 6****

IN CONCLUSION; It is my opinion that based on the material I have presented, Commissioner Sikes' social media posts, the statements allegedly made by Commissioner Sikes at the meeting with NMSU-A President Dr Kenneth Van Winkle on December 4th 2016, at the private meeting with myself, Paul Sanchez, at Lowe's Signature Market on December 15th 2016, and finally on the record at the City Commission meeting of December 15th 2016, Commissioner Sikes did violate 5 separate Sections of the Alamogordo Code of Ordinance, Part 1 City Charter, Chapter 2-Administration, Article 2-02. - City Commission, Article 2-03 Officers and Employees, 2-03-052.- Code of Conduct, Sections B Code of Conduct, SPECIFICALLY Subsection 3- sections a, b, c, h and k, some of them more than once. It is my opinion that this complaint against Commissioner Sikes clearly shows "Cause" and that these violations of the Code of Conduct represent gross negligence on the part of Commissioner Sikes. I am seeking three things from this commission:

#1 I respectfully request that the sitting commission carefully review the charges I have presented, listen to the recordings I have provided, and speak directly to any witnesses I have named above. Then based upon those items, I request that a finding of "Cause" be voted upon and passed by this commission.

#2 If "Cause" is found, I respectfully request that Commissioner Sikes be directed to provide an apology on the record, NOT to myself, but the City Commission and the Citizens of Alamogordo for her conduct and the alleged lies that I feel I have proved beyond any doubt. I recommend that if Commissioner Sikes does provide a specific and without reservation apology for her actions as described above, the commission should consider some leniency in whatever action the commission determines is appropriate.

PLEASE NOTE that I am not requesting any statement as to the 2nd Amendment issues involved underneath this complaint. I truly believe in Commissioner Sikes' rights under the 1st Amendment and believe that she has absolutely every right to have spoken to Dr Van Winkle about her concerns. If she had discreetly done so within the clear limits of the Code of Conduct that she herself helped to pass; not bragged about the results on social media thus embarrassing Dr Van Winkle, NMSU-A, and the City Commission; not disparaged several citizens of Alamogordo; and finally (and most importantly) told the truth when confronted by the Mayor and Mayor Pro-Tem at the commission meeting of December 15th, this complaint would not have been filed.

#3 If "Cause: is found, due to the aforementioned egregious actions, with consideration to any apology provided by Commissioner Sikes in reference to my second request, I request that the commission impose the highest level of "Censure" that the Code of Conduct provides. Without the ability to simply be honest and respectful of others positions, I feel that there is no place on this commission for a commissioner that feels she is above any repercussions. However, as removal is not an option for the rest of the commission to consider, I strongly advise that the sitting commission strongly demonstrate to our citizens that this type of conduct will not be tolerated by any of its members.

I thank the commission for its consideration and time in this matter.



Paul Sanchez
701 7th St
Alamogordo, NM 88310
(575) 491-9439
thosewhoshow@hotmail.com

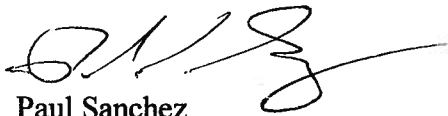
March 4, 2016

TO: THE ALAMOGORDO CITY COMMISSION

FROM: MR. PAUL G. SANCHEZ

SUBJECT: AFFIDAVIT IN REFERENCE TO THE ATTACHED CODE OF CONDUCT COMPLAINT
AGAINST DISTRICT 2 COMMISSIONER NADIA SIKES

I, PAUL G. SANCHEZ, hereby swear that all of the information contained in this Code of Conduct Complaint against District 2 Commissioner Nadia Sikes is true to the best of my knowledge based upon the information gathered and evidence presented, under penalty of perjury.

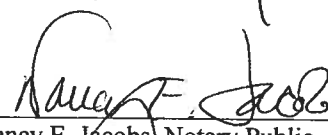


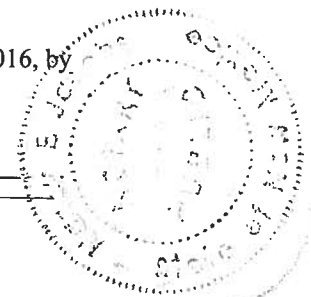
Paul Sanchez
701 7th St
Alamogordo, NM 88310
(575) 491-9439
thosewhoshow@hotmail.com

STATE OF NEW MEXICO)
) ss.
COUNTY OF OTERO

SUBSCRIBED AND SWORN TO before me this 4th day of March, 2016, by

Paul Sanchez


Nancy E. Jacobs, Notary Public



My commission expires: 06/12/2017

Nadia Sikes
400 Cottonwood Drive
Alamogordo, NM 88310
575.491-7910

March 16, 2016

**RE: Answer to Formal Alamogordo City Charter Code of Conduct Complaint
Against District 2 Commissioner Nadia Sikes by Paul Sanchez.**

Attn: City Commissioners and City Attorney

Alamogordo citizen, Paul Sanchez, filed a complaint with the Mayor and City Commission alleging that a series of actions on my part in the month of December 2015 violated the City Charter and Code of Conduct. I will answer each of the numbered allegations.

1. I joined Facebook in July 2009 for the purpose of communicating with my family and friends. Throughout the years, I have updated my information and appended my life events to keep family and friends apprised of my activities. My social media skills have evolved over time. I maintain four Facebook pages and attempt to keep the missions of each, as well as the members of each, separate.

On my personal page I stated that I was a City Commissioner. The honor and privilege to serve as a City Commissioner is something my friends and family should know.

In December I changed the privacy settings and removed my current employment information from my personal Facebook page as the page was being screen-shot and posted by Sanchez and Rich Merrick on numerous Facebook pages without my permission. Due to the disparaging nature of their posts, I chose to change the privacy settings and 'unfriend' numerous people so they could no longer see my personal information. It is my prerogative to allow only friends to access my information. I have never used my personal Facebook page to post or promote anything to do with my duties as a City Commissioner.

2. On December 2, 2015, I attended a LULAC meeting at the Tays Center. A marquee announcing the upcoming gun show was posted at the entrance to the Tays Center. On December 2, 2015, twenty-two people were killed in San Bernardino, California. Conversation at the LULAC meeting included the insensitivity of holding a gun show so soon after a mass killing.

On Thursday, December 3, I called the office of the President of NMSU-A, Dr. Ken Van Winkle, and made an appointment to visit with him to express my opinion and go on record in opposition of gun shows at the Tays. I posted the following on Facebook:

Page 2 – Answer to Sanchez Complaint

Nadia Sikes posted in Otero County Dems.

Dec 03, 2015 12:06pm

I called the president of NMSU-A today to express my opinion about the gun show scheduled for Saturday and Sunday. I am opposed to gun shows. I find the timing of this one absolutely in poor taste, extremely offensive, disgusting and insensitive. I am meeting with him at 10:00 a.m. tomorrow, Friday, morning. I realize that it may be too late to cancel the show but I explained to him that I want to go on record requesting that NO MORE GUN SHOWS be held on University property. I will let you know the outcome of this meeting. In the meantime, if you feel that gun shows on university property are unwarranted, feel free to call or email NMSU-A. There are other place [sic] that gun shows can be held (I, however, would protest loudly if a gun show was to be held on city property). Stay tuned.

Contrary to Sanchez' statement that I would use my position to prevent this type of event, the post was made on the Otero County Dems page and nowhere do I claim *any* titles. When I post on the Otero County Dems page, readers are aware that I am the Chair of the Otero County Democrats.

3. I met with Dr. Van Winkle on December 4. I explained the content of that meeting to the City Commission and the public on December 15th at the Regular Commission meeting. **I stand by all statements made at that meeting.**

Dr. Van Winkle *knew* I was a City Commissioner as I had attended a meeting at Holloman AFB in that capacity that he also attended and he had attended a City Commission meeting at which we visited. To refresh his memory as to our previous discussions, I reiterated that I *am* a City Commissioner but was attending our meeting on December 4th as Chair of the Otero County Democratic Party. **I wanted to ensure that distinction was understood.**

He was, of course, aware of my position but I emphasized that I was meeting with him as the Chair of the Otero County Democratic Party and gave him my business card. He acknowledged the meeting and my comments as coming from the Chair of the Democratic Party.

At **no** point did I act unprofessionally, misrepresent the City Commission or my position, or mislead Dr. Van Winkle, the City Commission or the public.

The meeting that Sanchez chose to discuss in his eleven-page, five-count, complete with affidavit report to you took place at Lowe's Signature Market as reported. The context of the meeting, however, needs explanation.

I was advised by numerous friends and my husband to **NOT** meet with Sanchez. My husband noted that Sanchez demonstrated unusual behavior in the past and managed to circumvent logic and twisted arguments to his satisfaction. Despite the numerous warnings, I met with Sanchez believing that a reasonable, rational conversation might stop some of the Face Book tirade.

Page 3 – Answer to Sanchez Complaint

At the meeting Sanchez explained to me that he was the spokesman for the people who were 'up in arms' over my stopping the gun shows and he wanted to talk about a compromise. *For the record, I do not have authority to stop the gun shows.* He refused to believe that I had absolutely NOTHING to do with Dr. Van Winkle's decision.

Many of the people Sanchez claimed to represent were actually some of my Facebook 'friends.' Their comments became nasty and hurtful even after I told them that Dr. Van Winkle ended the gun shows.

As a consequence I 'unfriended' and 'blocked' many of the Facebook posters. I also suggested a few words that Sanchez could tell those posters that he claimed to be representing.

My meeting with Sanchez was contentious. He threatened that if we didn't reach a compromise, 'they' were going to recall me. He did not define the word 'they.' He accused me of bragging about my meeting with Dr. Van Winkle. I reminded him that I made *one* additional post after the original post (in which I talked about setting up a meeting) and that the second post was six days later.

Sanchez discussed my mailman, Rich Merrick at the Lowe's meeting.

Merrick instigated some of the false Face Book comments about me stopping the gun shows. His postings resulted in countless insulting, disparaging threats. I was nervous because of these threats, such as "we need to take her down". My husband refused to join me in San Antonio for our traditional Christmas holidays with my family because he was quite concerned about the threats and leaving our home unattended.

During my conversation with Sanchez I remarked that if Merrick kept up the negative narrative, I would report it to his employer, the federal government. Sanchez misconstrued that statement as my threatening Merrick's job. I have no authority to affect Merrick's job.

The meeting ended as I told Sanchez that he was a sociopath.

City Attorney and Commissioners, I would *never* speak in my capacity as a City Commissioner when expressing a personal opinion. I did NOT violate any part of the City Charter or the Code of Conduct.

Sincerely,

Nadia Sikes
Commissioner, District 2

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/15/2016

Report No: 23.

Submitted By: Dr. George Straface, City
Manager

Subject: Topic: Updated information will be given related to the Desalination Plant and Bonito Lake Projects. (*Brian Cesar, Public Works Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Staff will explain the progress made and the current status of the Desalination Plant and Bonito Lake Projects.

Bonito Lake and Desalination Projects

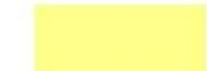
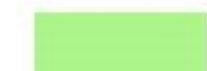
Public Works Department

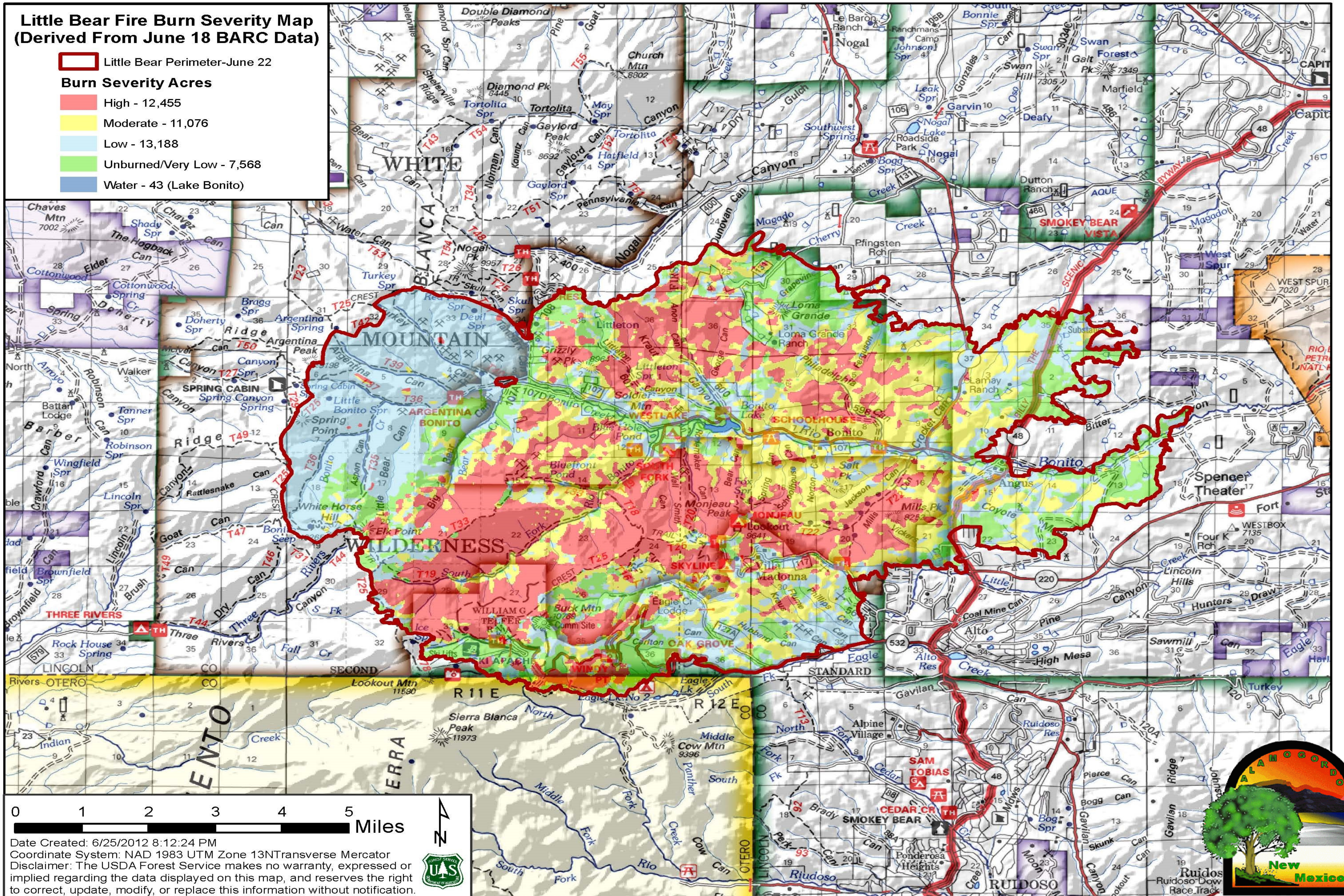


Bonito Lake Little Bear Fire 6/8/12



Little Bear Fire Burn Severity Map (Derived From June 18 BARC Data)

-  Little Bear Perimeter-June 22
- Burn Severity Acres**
-  High - 12,455
-  Moderate - 11,076
-  Low - 13,188
-  Unburned/Very Low - 7,568
-  Water - 43 (Lake Bonito)



Date Created: 6/25/2012 8:12:24 PM
 Coordinate System: NAD 1983 UTM Zone 13N Transverse Mercator
 Disclaimer: The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.



Watershed Areas 6/20/12



Flooding 7/5/12



Flooding 7/5/12



Floating Debris/ Intake Tower



Project Milestones

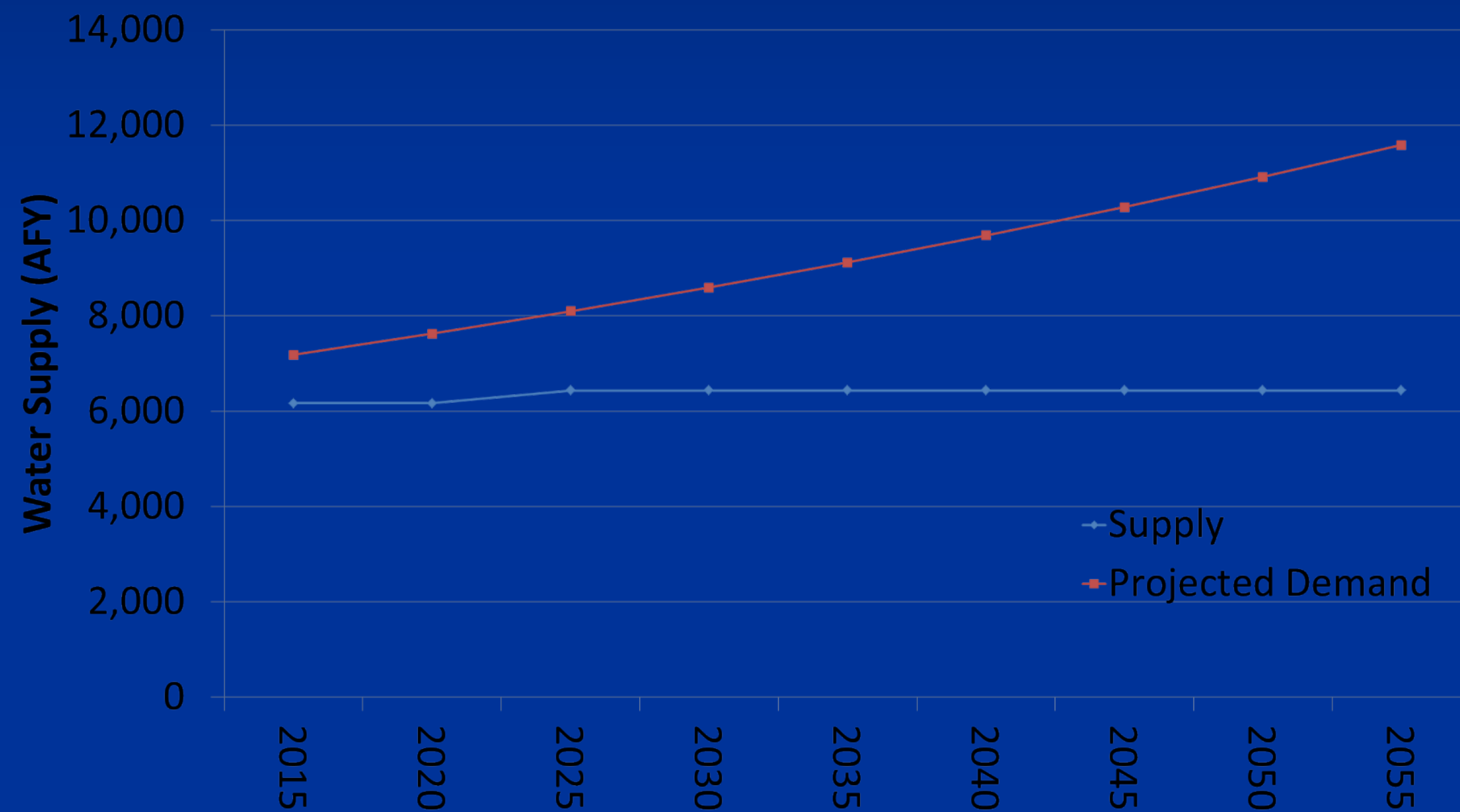
- FEMA Application Submitted: August 2012
- FEMA Funding Approved and Received: October 2014
- RFQ Awarded by Commission: November 2014
- Permitting and Design Notice to Proceed: May 2015
- Cultural & Environmental Survey Completed: December 2015
- Geotechnical Interpretive Report Completed: March 2016
- Design 45% Complete
- 100% Design and Permitting Anticipated: September 2016
- Construction Bid: December 2016
- Estimated Completion: July 2018



Alamogordo Desalination Facility



NEED FOR PROJECT



Source: 40-Year Water Plan Update, Livingston Associates and John Shomaker and Associates 2014

Surface Water Sources:

~~Bonito Lake~~

La Luz- Fresnal

Alamo Canyon

Groundwater Sources:

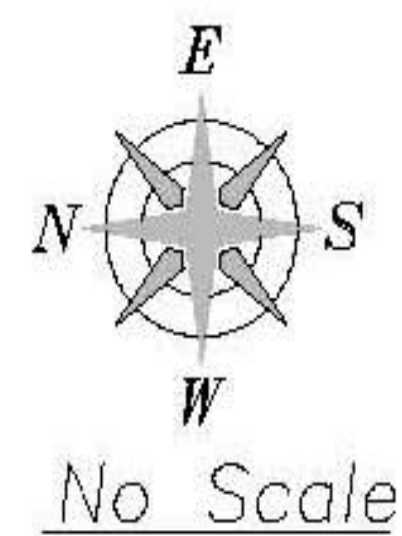
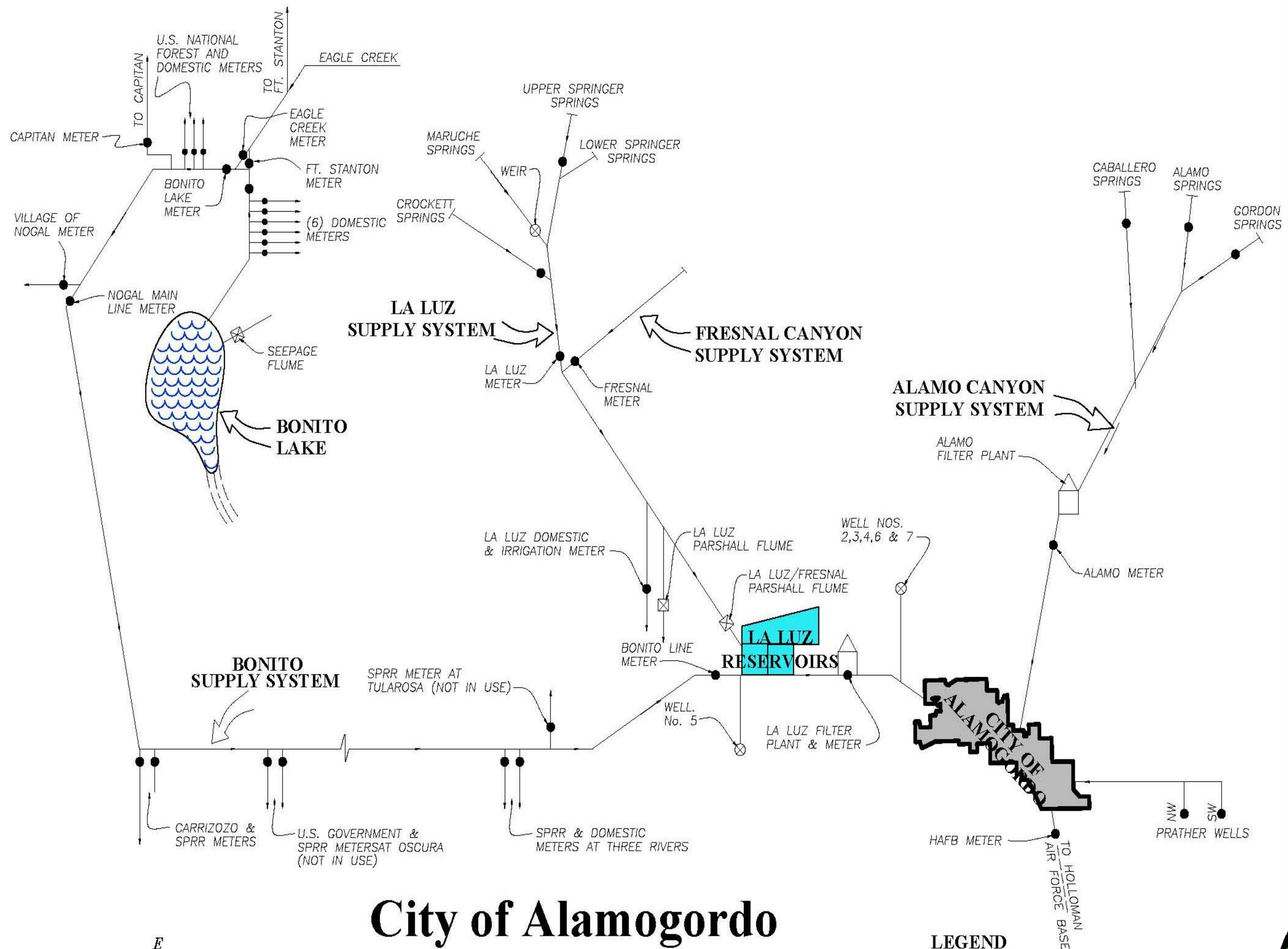
La Luz Wells

Prather Wells

Golf Course

~~Mountain View~~





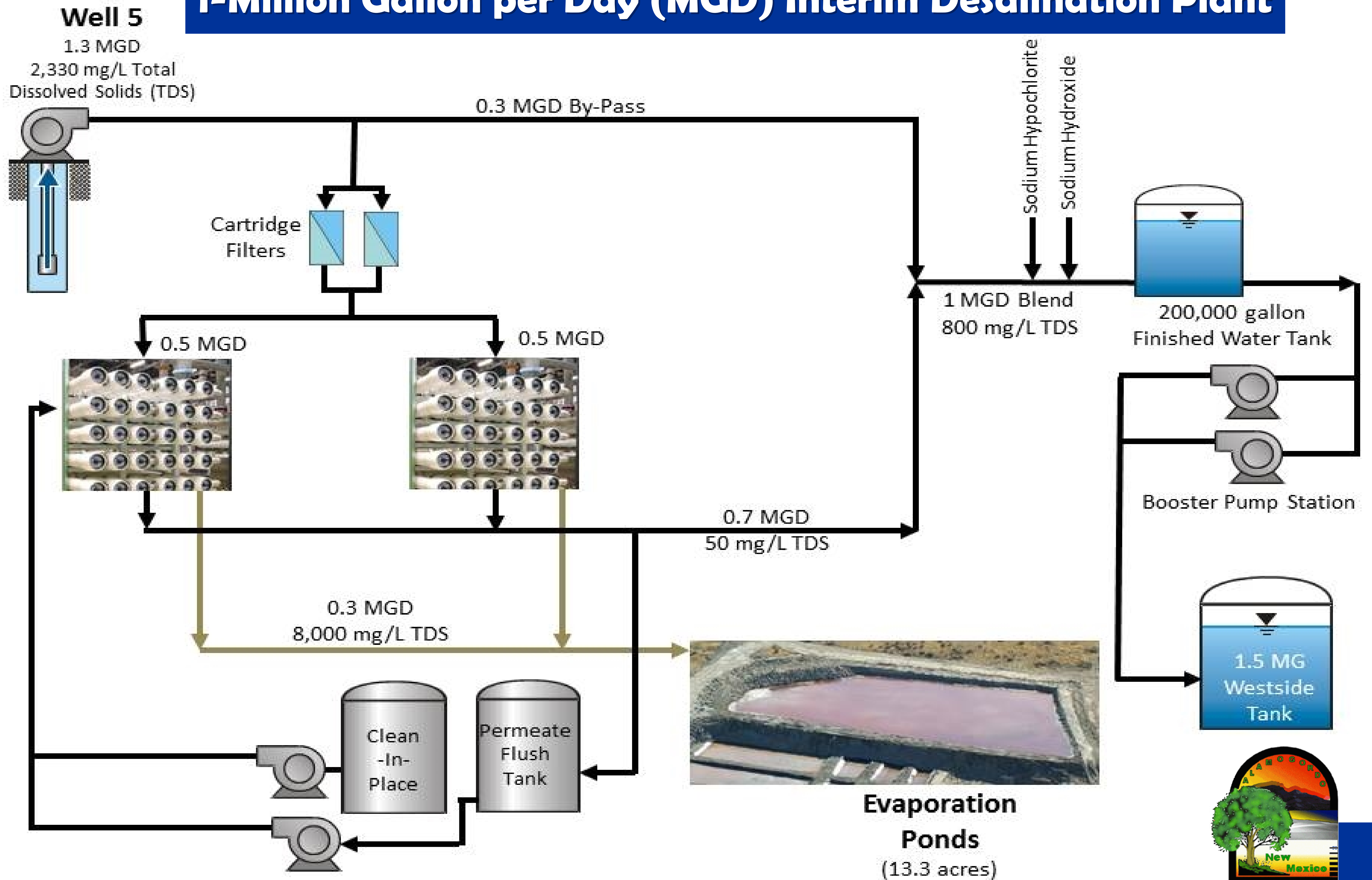
City of Alamogordo Water Collection System

LEGEND

- — Water Line & Meter as Noted
- ⊠ — Water Line & Parshall Flume or Weir as noted
- ⊗ — City Well as Noted
- — Domestic Meter as Noted



City of Alamogordo 1-Million Gallon per Day (MGD) Interim Desalination Plant



ALAMOGORDO REGIONAL WATER SUPPLY PROJECT COMPONENTS

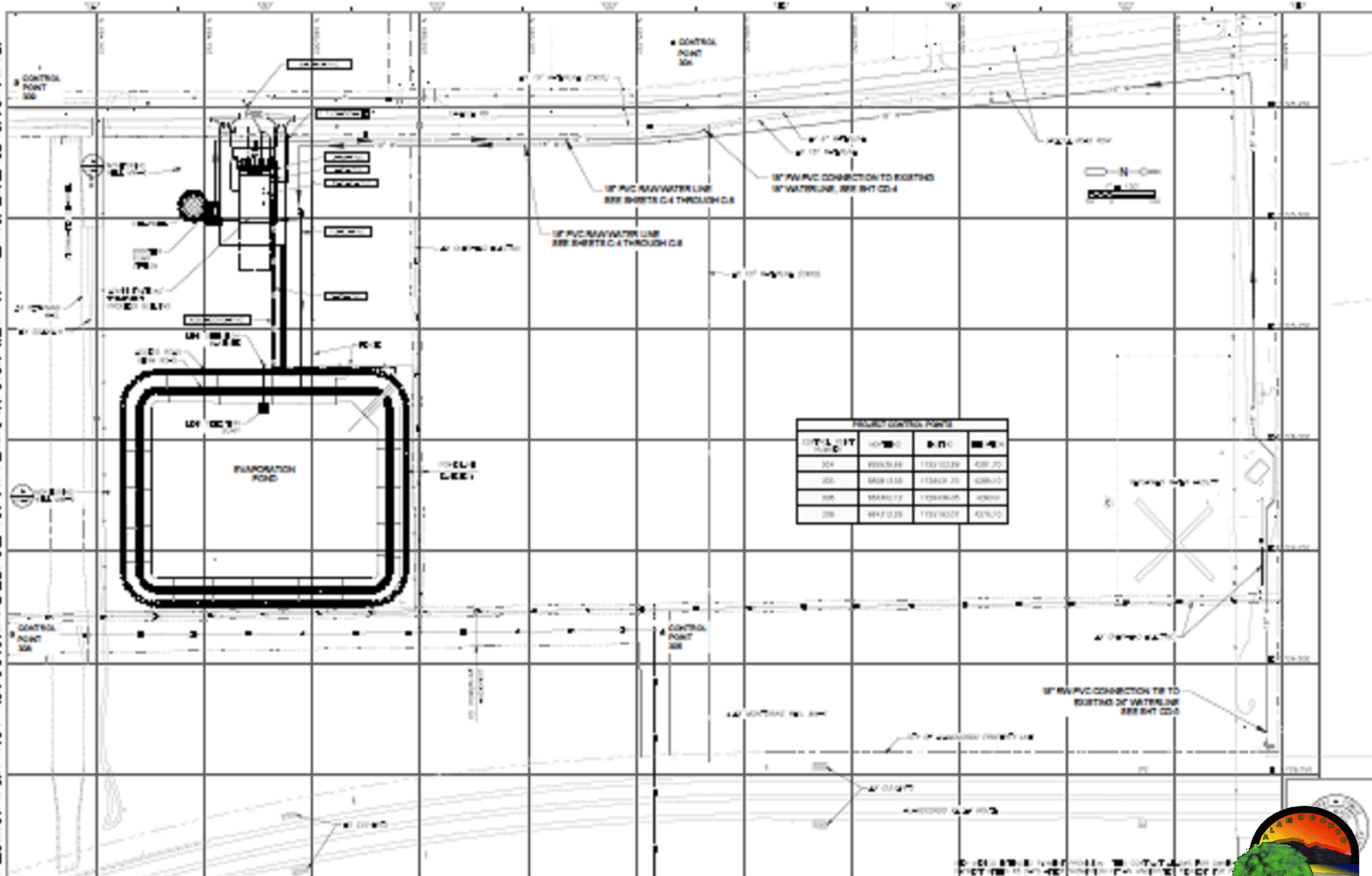
INTERIM

- Well 5 in Snake Tank Well Field
- Existing Bonito Lake and well transmission line from Snake Tank Well Field to LaVelle Road site
- 1 MGD Interim Desalination Plant
- Evaporation Ponds
- Finished water tank
- Booster pumps

ULTIMATE

- Wells 9 and 10 in the Snake Tank Well Field
- 24-inch transmission line from Snake Tank Well Field to La Luz gate Road
- 4 MGD Desalination Plant
- Deep injection well



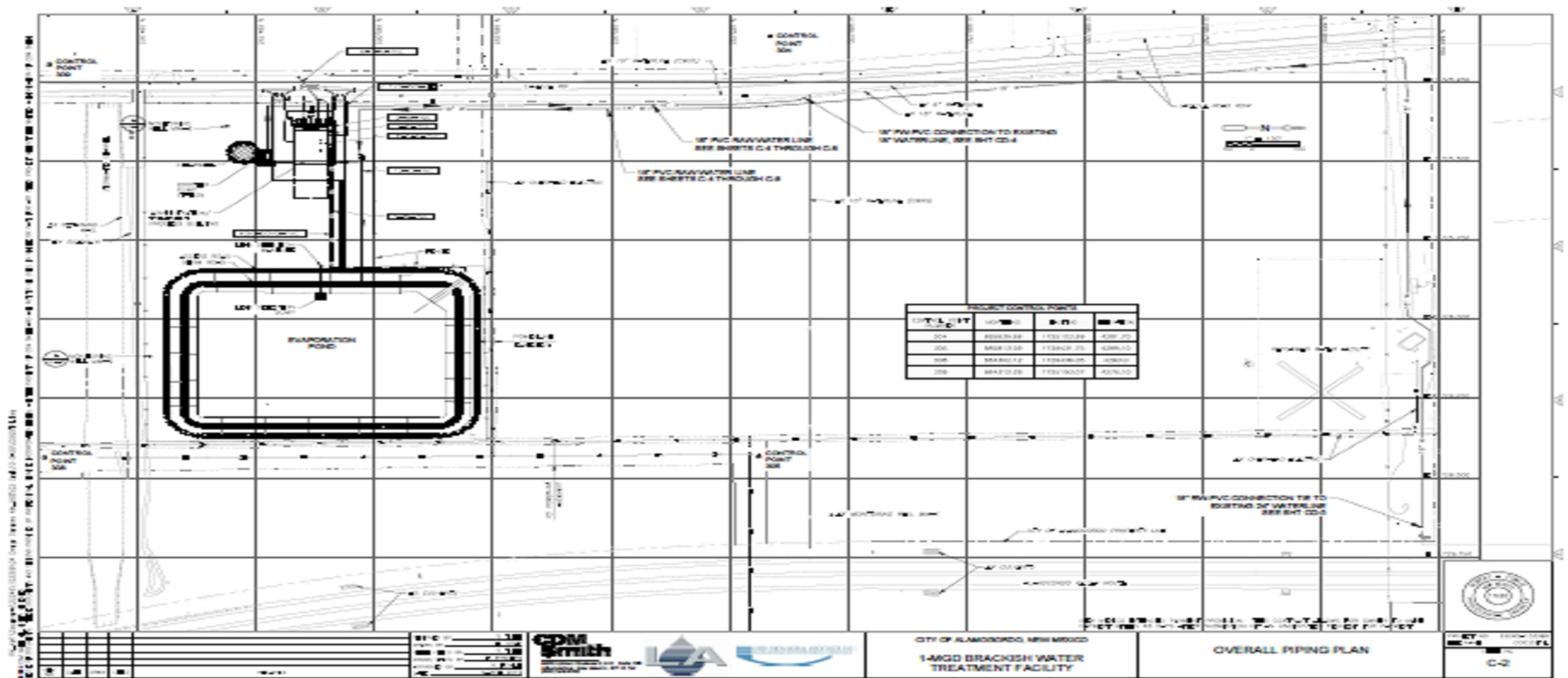


PROJECT CONTROL POINTS			
CONTROL POINT	NO. 1	NO. 2	NO. 3
204	113510.00	113510.00	4287.20
205	113510.00	113510.00	4287.20
206	113510.00	113510.00	4287.20
207	113510.00	113510.00	4287.20

18\"/>

CITY OF ALAMOZORCO, NEW MEXICO
 1-MGD BRACKISH WATER TREATMENT FACILITY

OVERALL PIPING PLAN



ENVIRONMENTAL PROTECTIONS

EVAPORATION PONDS

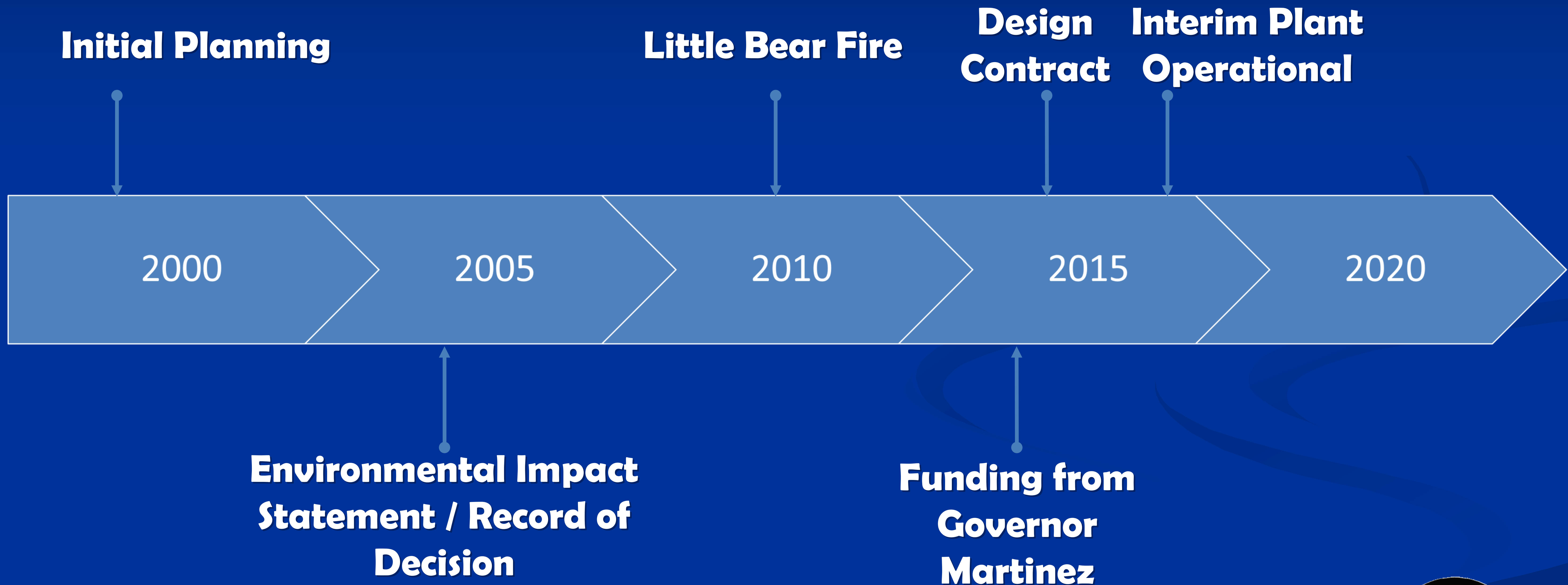
- Designed to accommodate subsurface conditions
- Evaporation ponds are lined with leak detection system
- Monitoring wells for groundwater beneath the site

DESALINATION PLANT

- Landfill gas venting system



PROJECT SCHEDULE



Project Milestones

- Focused Environmental Investigation: July 2014
- Engineering Design Report: November 2014
- 30% Design: September 2014
- Groundwater Discharge Permit Application: September 2014
- 100% Design Snake Tank Well Field: June 2016
- Construction: August 2016
- 100% Design/Desalination Plant: July 2016
- Construction: September 2016



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/26/2016

Report Date: 4/22/2016

Report No: 24.

Submitted By:

Subject: Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Collective Bargaining Negotiations (AFSCME). **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: