



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

July 12, 2022 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

Susan L. Payne Mayor
Dusty Wright Mayor Pro -Tem, District 6
Nick Paul District 1
Stephen Burnett District 2
Karl Melton District 3
Josh Rardin District 4
Sharon McDonald District 5

Brian Cesar City Manager
Petria Bengoechea City Attorney
Rachel Hughs City Clerk

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

1. Approve the minutes for the June 28, 2022, Regular meeting. *(Rachel Hughs, City Clerk)*
2. Approve the statements related to the Executive Closed Session held on June 28, 2022. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, approval of the Annual Reports from City Boards, Commissions, and Committees for Fiscal Year 2022. *(Rachel Hughs, City Clerk)*
4. Consider, and act upon, adoption and final publication of Ordinance 1651 Case Z-2022-0001(A), a map amendment to remove the condition that was placed on the property in 1998. Property located at 1001 Scenic Dr. was rezoned from R-1 Single Family Dwelling to C-1 Neighborhood Business Case 1998-0574(A), with the condition that property could only be used as an ATM machine location. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**
5. Consider, and act upon, adoption and final publication of Ordinance 1652 amending Section 3-1 of the Alamogordo Code of Ordinances concerning Compensation in the Employee Manual. *(Kim Torres, HR Director)* **(Roll Call Vote Required)**
6. Consider, and act upon, the contract between the Alamogordo Police Department and the Alamogordo Public Schools to have School Resource Officers. *(Richard Denton, Chief of Police)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

7. Consider, and act upon, first publication of Ordinance 1653 reaffirming that the City's districts are compact in area and as nearly equal in population as possible. *(Stella Rael, City Planner, and Rod Adair, NM Demographic Research, LLC)* **(Roll Call Vote Required)**
8. Consider, and act upon, Resolution 2022-32 authorizing and approving transferring Alamogordo Housing Authority to Eastern Regional Housing Authority. *(Stephanie Hernandez, Assistant City Manager, and Chris Herbert, Eastern Regional Director)* **(Roll Call Vote Required)**
9. Consider, and act upon, first publication of Ordinance 1655 repealing Article 2-09 of the Code of Ordinances concerning the Department of Housing Authority. *(Stephanie Hernandez, Assistant City Manager, Chris Herbert, Eastern Regional Housing Authority)* **(Roll Call Vote Required)**
10. Consider, and act upon, first publication of Ordinance 1654 to amend sections of Chapter 5 of the Code of Ordinances concerning Alcoholic Beverages. *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**
11. Consider, and act upon, approval of the land/property purchase at 101 Dale Scott Avenue for the purchase price of \$94,500. *(Brian Cesar, City Manager)*

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/12/2022

Report Date: 07/01/2022

Report No: 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the June 28, 2022, Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
June 28, 2022**

**SUSAN PAYNE, MAYOR
SHARON McDONALD, COMMISSIONER
JOSH RARDIN, COMMISSIONER
STEPHEN BURNETT, COMMISSIONER
NICHOLAS PAUL, COMMISSIONER**

**DUSTY WRIGHT, MAYOR PRO-TEM
KARL MELTON, COMMISSIONER
BRIAN CESAR, CITY MANAGER
PETRIA BENGOCHEA, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

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

Mayor Payne called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present. Invocation was given by Mayor Payne and the Pledge of Allegiance was led by Mayor Pro-Tem Wright. City Manager Cesar was absent.

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Alexander Wilson said he lives on 807 Azalea Street here in Alamogordo. He said they need speed bumps. He said that right now there is lady there that takes care of kids, that is her business. You have got people who are trying to make it on time to drop their kids off, as well as trying to make it on time to get their kids out of there. They are coming from up the street and down at the bottom of the street. They are going like forty miles per hour on this street. At this time, it would be nice for you all to say okay, let's go down there and check it out, and see if we can get this neighborhood speed bumps. Maybe they could get us signs that blink, something to slow these people down. Kids are kids; if something happens, it is going to be ugly.

CITY MANAGER'S REPORT

Assistant City Manager Hernandez made the following remarks:

1. She said that progress on the Scenic Extension Project has been at a halt because of all the rain, and if it continues like this, completion by the end of September is doubtful at this point. She said she did not have an estimated time for completion, it just depends on the weather.
2. She said she wanted to give a shout-out to the Library's Summer Reading Program. It has got 500 kids already registered and 150 adults. That is huge, even bigger than pre-Covid.
3. The City is receiving their final reimbursement of 6.7 million for the removal of the debris from the Bonito Project. We are finally finishing up that phase.
4. You may have received an email that say Street Smart on it. Click on it, add it to your inbox, that is notifications from the Streets, Nancy's group, of anything that is going on regarding Streets.
5. She said that tomorrow look in your inboxes, you will be receiving an email from either Nancy or Teresa Gutierrez about the redistricting and all the maps. She said she was told there was about twenty-eight maps. This will come before Commission on July 12th.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Rardin made the following comments:

He asked Assistant City Manager Hernandez why there are 28 maps, last time we redistricted we did about three or four. Assistant City Manager Hernandez said there are three main maps, but she was told that it has individual districts, so you will see the three main maps that you'll approve, and then each individual district. Commissioner Rardin asked so it shows the boundaries of each district, and Assistant City Manager Hernandez said yes. Commissioner Rardin said so there is actually three of the whole City, and Assistant City Manager Hernandez said yes, three that you will get to pick from and choose. Commissioner Rardin said since we didn't really see any Census data, how bad are they changing. Assistant City Manager Hernandez said it doesn't look too bad; our Census grew by like a percent, we didn't grow that much, but as far as the boundaries, it doesn't look like it is changing a lot.

Mayor Payne made the following comments:

Ken Larson passed away; he was a citizen in Alamogordo. He had a really powerful testimony about overcoming addictions. He would start conversations with our homeless out here and bring them socks, and he would do whatever he could all over Alamogordo. He ended up in Kansas and was doing incredibly well.

CONSENT AGENDA

1. Approve the minutes for the June 14, 2022, Regular meeting. *(Rachel Hughs, City Clerk)*
2. Approve the statements related to the Executive Closed Session held on June 14, 2022. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, Resolution 2022-30 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of June 28, 2022. *(Evelyn Huff, Finance Director)* (Roll Call Vote Required)
4. Consider, and act upon, approval of the Policy for the Acceptance of Debit/Credit Cards or Electronic Transfers for Payments. *(Evelyn Huff, Finance Director)*

Mayor Payne pulled off item 3 from the Consent Agenda the Finance Director's request.

Commissioner McDonald moved to approve the Consent Agenda.

Commissioner Burnett seconded the motion.

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

ITEMS REMOVED FROM CONSENT AGENDA

3. Consider, and act upon, Resolution 2022-30 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of June 28, 2022. *(Evelyn Huff, Finance Director)* (Roll Call Vote Required)

Finance Director Huff said they need to make an addition to it. We found a variance that we needed to take care of, and it was something we had to take in front of the Commission, not something we could do in-house. We added Revision Number 11, that change is also reflected in the All-Funds Summary that you received at the front of the packet as well.

Commissioner Wright moved to approve.

Commissioner McDonald seconded the motion.

Roll Call Vote was taken.

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

NEW BUSINESS

5. Consider, and act upon, approval of an "Agreement for the Exchange of Real Estate" of the property at 200 South Florida Avenue for a 150 foot road and utility easement in Section 10, T17S R9E. (Nancy Beshaler, Public Works Director and Petria Bengoechea, City Attorney)

Public Works Director Beshaler said the concept of extending Martin Luther King Jr Boulevard over to Highway 70 has been around for a long time. Back in 2005, the City did an evaluation for different options of the extension. There were various options for the east side of the roadway, but really just one option from Highway 54 over to Highway 70. This agreement is between the City and Michael Shyne to exchange right-of-way for that portion of the roadway extension. The City has agreed to exchange the parcel at 200 South Florida Avenue, which is the old bowling alley that was torn down across the street from the Civic Center, for a 150 foot wide roadway from Airport Road extending to US Highway 70 West. That will allow for the construction of a new road connecting Business Center Boulevard, which is what it is called now; the name has changed from Martin Luther King Jr Boulevard. That is the western portion of the roadway, the acreage of the new road right-of-way is a little over sixteen acres which was appraised at \$132,000. The property on Florida is about two acres, it was appraised for \$85,000. We will do an exchange of the property, and the City will pay Mr. Shyne the additional \$47,000 to make an even exchange.

City Attorney Bengoechea said just to be fully transparent, the agreement also says the City agrees for a period of twenty-five years after closing the transaction that we will not utilize any form of property taxation or assessment of any of the adjoining real estate to pay for construction, installation, expansion, repair or maintenance, or otherwise of the roadway and utility lines in the roadway. That is in the agreement, just so it is on the record, and we all know.

Commission Melton moved to approve.

Commissioner Burnett seconded the motion.

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

6. Consider, and act upon, the placement of a new "Resident Parking Only" sign for a home located at 907 7th Street. (Dylan Aleshire, Deputy City Clerk)

City Clerk Hughs said this is an application for a residence near St. Frances Catholic School, it is similar to the last one that came before you. The residence is within the 500-foot radius requirement of the ordinance. If the Commission has any questions, Mr. Gutierrez is here.

Commissioner Paul moved to approve.

Commissioner Rardin seconded the motion.

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

7. Consider, and act upon, approval of Resolution No. 2022-31, expressing continued support of Alamogordo MainStreet, along with acceptance of new MOU from New Mexico MainStreet and agreement with Alamogordo MainStreet. (Debbie Osborne, Grant Coordinator) (Roll Call Vote Required)

Finance Director Huff, on behalf of Grant Coordinator Osborne, introduced Nolan Ojeda as the Director of Mainstreet.

Nolan Ojeda gave an organization presentation on Alamogordo MainStreet of what they are working on and upcoming events.

Mayor Payne said it is exciting to see what is going on with MainStreet.

Commissioner McDonald said she has been to their meetings, and she is very proud of seeing the parking spots filled up.

Commissioner McDonald moved to approve.

Commissioner Rardin seconded the motion.

Roll Call Vote was taken.

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

8. Appointments to Boards and Committees (Susan Payne, Mayor)

Mayor Payne read the openings and appointed Erich Wuerschling to the Airport Advisory Board, Manuel Gonzalez Jr to the Airport Advisory Board, Cynthia Stevenson to the Alamogordo Public Library Board, Lori Armstrong to the Parks and Recreation Board, and William Clouse to the Parks and Recreation Board. No one was opposed.

EXECUTIVE SESSION

9. Adjourn into Executive Closed Session in compliance with 10-15-1(H)(8) NMSA (as amended) to discuss the sale of surplus City property and possible HUD action. (Petria Bengoechea, City Attorney) (Roll Call Vote Required)

Commissioner Rardin moved to adjourn at 7:27 p.m.

Mayor Pro-Tem Wright seconded the motion.

Roll Call Vote was taken.

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

ADJOURNMENT

Mayor Susan L. Payne

ATTEST:

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy City Clerk)
Approved at the Regular Meeting held on July 12, 2022.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/12/2022

Report Date: 07/07/2022

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Closed Session held on June 28, 2022. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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

Background: Approve the following statements authorizing them to be included in the minutes of July 12, 2022: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on June 28, 2022, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: the sale of surplus City property."

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/12/2022

Report Date:

Report No: 3.

Submitted By: Dylan Aleshire

Subject: Consider, and act upon, approval of the Annual Reports from City Boards, Commissions, and Committees for Fiscal Year 2022. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Reports.

Background: At least once each year, every public board, commission, or committee shall present a written report to the mayor and city commission of its activities for the past year and any recommendations as may be deemed appropriate and a record of attendance of members for the term of the year.

Attached are the reports for the following boards or committees:

1. Airport Advisory Board
2. Airport Zoning Board
3. Alamogordo Disability Council
4. Alamogordo Promotion Board
5. Alamogordo Public Library Board
6. Cemetery Board *(Suspended on March 8, 2022)*
7. Community Development Advisory Committee
8. Mayor's Committee on Aging
9. Mayor's Youth Advisory Council
10. Parks and Recreation Board
11. Planning and Zoning Commission *(Repealed by Ordinance 1648)*
12. Senior Volunteer Programs Advisory Council
13. White Sands Beautification Committee *(Repealed by Ordinance 1649)*

Due to COVID-19, many boards and committees did not meet for all of their scheduled days.

City of Alamogordo Airport Advisory Board
Annual Report to the City Commission – FY2022
Reporting period: July 1, 2021 through June 30, 2022

The following report is submitted by the Airport Advisory Board for FY2022, in accordance with Ordinance No. 1014 requiring all Boards, Commissions and Committees to submit a written Annual Report to the City Commission.

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

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

FY2022 AAB Activities and Events:

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

The following is a list of significant events that occurred at the Alamogordo-White Sands Regional Airport (ALM) from July 1, 2021 through June 30, 2022.

- The United States Air Force Academy deployed 6 gliders, 2 tow planes and assorted officers, cadets and contractors to ALM for one week in December to conduct extensive glider instructor training. A number of the officers and cadets received F-16 rides at Holloman. They were extremely pleased with the results and will be returning this December.
- BAE-146, RJ-45, MD-87 and C-130 next generation airtanker fire-fighting operations were conducted on multiple occasions resulting in many refuelings and slurry reloads.
 - These flight operations are only possible at ALM due to the completion of the 2,200' runway extension several years ago.
 - Operations included additional twin-engine aircraft used as lead planes & sensor platforms.
- Army helicopter traffic for HAMITs training has continued.
 - No noise complaints have been received due to the arrival and departure routing procedures coordinated with the Army.
- A USAF program returned to ALM as their operating base during a weeklong test program for their twin-engine turboprop aircraft.
- Several DoD contractors have used ALM on a continuing basis for an assortment of aircraft used to support flight tests on White Sands Missile Range. The aircraft typically consist of various sorts of twin-engine jets and turboprops. Two Lear Jets have been on-station continuously for 5 to 6 months supporting a test mission.
- Continued use by UPS/FedEx, patient transportation by helicopter and fixed wing aircraft & contracted aircraft for support of military test and training missions for WSMR & HMN.
- There has been a significant increase in the number of transient twin-engine corporate jets that stop at ALM for either business, pleasure or refueling.

- Senator Heinrich was briefed about airport operations, our work with the FAA on the taxiway refurbishment project and our effort to obtain Regional Jet Service.
- Representatives from Senator Heinrich's and Representative Herrell's staffs were given tours of ALM followed by presentations of airport operations and needs.
- After almost three years of work, the FAA has rejected either refurbishing the taxiway in its present location or rebuilding the taxiway in the proper location, another 150' away from the runway. The effort included many meetings, a cost analysis conducted by Armstrong Engineering comparing the two options and a preliminary design review (also by Armstrong) of refurbishing the taxiway in its present location.
 - The movement of the taxiway has been documented as a requirement for over 30 years.
 - A project to crack seal the over 60 year old taxiway will be a high priority to prevent any undermining of the pavement by rainwater.
- All hangars are full with privately owned general aviation (GA) aircraft. A waiting list of aircraft owners desiring a hangar is in place.
- The City's static display F-4 is in the process of being painted in a Viet Nam war era camouflage scheme.
- The White Sands Soaring Association continued conducting significant glider flight operations. At nine gliders and one tow plane, they now have one of the largest club-owned fleets of gliders in the country.
- The Holloman Aero Club increased dual instruction flights after a long delay from COVID and maintenance issues.
- The largest private hangar built in over 50 years became operational near the end of the Fiscal Year.

Focus for FY2023

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

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

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

FY22 AAB Board Member Meeting Attendance:

Member	*Regular Meeting 07/01/21	*Regular Meeting 08/05/21	*Regular Meeting 09/02/21	*Regular Meeting 10/07/21	Regular Meeting 11/04/21	Regular Meeting 12/02/21	Regular Meeting 01/21/22	*Regular Meeting 02/03/22	Regular Meeting 03/03/21	Regular Meeting 04/2021	Regular Meeting 05/12/21	Regular Meeting 06/02/21
Lance Grace, Chair					X	X	X					
Manny Gonzales, Vice-Chair					X	X	X				X	
Rob Hicks					X	X					X	
Jeff Rabon						X	X					
Erich Wuersching					X	X					X	

* July 2021 through October 2021 - meetings canceled due to COVID-19 pandemic restrictions in place for “group” meeting.

*Feb 2022 – anticipated no quorum

*Mar 2022 – anticipated no quorum

City of Alamogordo Airport Zoning Board Annual Report to the City Commission – FY2022

In accordance with Ordinance No. 2014 requiring that all Boards, Commissions, and Committees submit a written Annual Report to the City Commission, the following report is submitted for the Airport Zoning Board for the fiscal year 202 for the report dates of July 1, 2021, through June 30, 2022.

Airport Zoning Board is a 5-member board – 2 city resident members, 2 county resident members, and 1 at-large member. Each member serves a 2-year term. All member positions are filled.

Meetings are held on an as needed basis.

FY2020 AZB activities:

There were no meetings scheduled or held for the Airport Zoning Board in the fiscal year 2022.

City of Alamogordo Disability Council

The following report is submitted by the Disability Council for FY 2022.

The Disability Council is a five-member board with each member serving a two-year term. The board holds monthly meetings. First meeting was held on May 11, 2022, with board consisting of four appointed members. Current members agreed to hold meetings monthly with meetings to be held on the 15th of each month.

Members present at the May 11, 2022, meeting:

Christina Hastings

Racquel Morris

Gwendolyn Penton

Chandi Rayneck

There was no meeting held on June 15, 2022 due to lack of member participation. Next meeting scheduled for July 15, 2022 at 2:00 pm.

Stella Rael, Liasion

City of Alamogordo Promotion Board

Annual Report for FY22



In accordance with Ordinance No. 1014 requiring that all Boards, Commissions, and Committees submit a written Annual Report to the City Commission, below is the Annual report for the City of Alamogordo Promotion Board for FY22

Summary

The Promotion Board makes recommendations to staff and City Commission as to the promotion of the City of Alamogordo, including tourism, resident relocation, quality of life, and overall marketing. The Board consists of five members (two lodging industry representatives, two tourism-related industry representatives, and one at-large member): Bob Flotte, Owner of KHII & KEDU Radio; Chris Orwoll, Director of the New Mexico Museum of Space History; Marianne Schweers, Owner of the Heart of the Desert Pistachios & Wine; Nate Mandalia, Manager of The Classic Desert Aire Hotel; and Rachel Anderson, Manager of the Hilton Home2Suites, make up the current Board. Promotional advertising for FY22 started to return to normal after the limited advertising we did in FY21 and the beginning of FY22 due to the Covid pandemic. Some of the items included were print advertising in tourism magazines, Texas Monthly, New Mexico Magazine, Grand Canyon Journal, and visitor guides; digital advertising on tourism websites, YouTube, and streaming services; Out-of-Home display ads in the El Paso Airport, and digital billboards in West Texas; a redesign/update to the brochures/booklets for Alamogordo; Newsletters and media blasts to our growing email list (now at nearly 10,000); social media advertising; creation of new photo and video assets; and regular updates to the tourism website. The NMTD's Co-op Marketing Grant was back and better than ever for FY22, offering more support, collaboration, and funding, we received nearly \$66,000 in matched advertising for FY22. The City took advantage of every opportunity offered. Reminder, all this advertising, if successful, should lead to more overnight visitors and an increase in the Lodger's Tax, which is where the funding for the advertising comes from. That is why this advertising is targeted to populations that live outside of a 50 miles radius of the city, additional demographics are also considered to increase our conversion rate. We currently are targeting Gen X, Millennials, and young Boomers that enjoy outdoor recreation, family travel, and National Parks. Our main focus continues to be our regional drive market.

Highlights for FY22

- The **Alamogordo Tourism Industry Partners**, which helps to bring together all the local attractions, hotels/motels, restaurants, City, Chamber, and Parks/Forest to help to grow visitation and improve visitor experiences in our community, was able to start meeting again this year. Involved parties are excited to be meeting again with the lifting of Covid restrictions, and we are starting to see more collaboration. We have an email group and Facebook group where information is shared, in addition to meeting in person.
- In May of 2022, the City of Alamogordo was awarded the **highest Co-op Marketing Grant they have ever received from the NM Tourism Dept.** (NMTD). With an unprecedented 2:1 match of advertising valued at \$107,790 for FY23, that is a total value of **\$323,370** along with their support, guidance, and expertise for the NM True brand and NM Tourism promotion.
- FY22 was a record-breaking year for Lodger's Tax. Multiple things have contributed to the increase. The resignation of White Sands from a National Monument to a National Park in addition to the desire to get out and explore has led to record-breaking visitation to WSNP, **in 2021 over 782,000 people visited the Park**. In addition to increased tourism, we had an unexpected long-term increase in hotel stays by military and contracted personnel brought in to support Operation Allies Welcome at Holloman Air Force Base. All hotels were fully booked for a period of time, which was good, but also had a negative impact on tourism because visitors could not find a room, and some were turned away upon arrival even though they had made reservations in advance. Overall, this had a very positive

impact on Lodger's Tax revenues, nearly doubling the originally budgeted revenue and allowing us to apply for more matched grant funding through the NMTD.

- **The new 90-room hotel that opened** in June 2021, the Hilton Home2Suites has been doing very well and could not have opened at a better time with the increased visitation to our community. The addition of this hotel has also helped to increase local Lodger's Tax receipts and has helped to raise the ADR of many of the local hotels/motels across our city.

Meetings Held & Attendance

July 21, 2021 - Board Met

August 18, 2021 - Board Met

September 15, 2021 - Board Met

October 20, 2021 - Board Met

November 17, 2021 - Board Met

December 15, 2021 - *Meeting Canceled*

January 19, 2022 - Board Met

February 16, 2022 - Board Met

March 16, 2022 - Board Met

April 20, 2022 - *Meeting Canceled*

May 18, 2022 - *Meeting Canceled*

June 15, 2022 - *Meeting Canceled*

Attendance for Promotions Board FY22

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

Month	Present	Absent
July	Bob Flotte, Chris Orwoll, Nate Mandalia, Marianne Schweers	Jessica Blackwell
August	Bob Flotte, Chris Orwoll, Marianne Schweers	Jessica Blackwell, Nate Mandalia
September	Chris Orwoll, Marianne Schweers, Jessica Blackwell	Bob Flotte, Nate Mandalia
October	Bob Flotte, Chris Orwoll, Nate Mandalia, Marianne Schweers	Jessica Blackwell
November	Bob Flotte, Chris Orwoll, Nate Mandalia, Marianne Schweers	Jessica Blackwell
December	No Meeting	
January	Bob Flotte, Chris Orwoll, Rachel Anderson	Nate Mandalia, Marianne Schweers
February	Bob Flotte, Chris Orwoll, Marianne Schweers	Nate Mandalia, Rachel Anderson
March	Bob Flotte, Nate Mandalia, Marianne Schweers	Chris Orwoll, Rachel Anderson
April	<i>Meeting Canceled per City Manager</i>	
May	<i>Meeting Canceled per City Manager</i>	
June	<i>Meeting Canceled per City Manager</i>	

FY22 Total Meeting Attendance *(out of 8 meetings)*

Member	Present	Absent
Bob Flotte	7	1
Chris Orwoll	7	1
Marianne Schweers	7	1
Nate Mandalia	4	4
Jessica Blackwell	1	4
Rachel Anderson	1	2

8 total meetings for FY 2022, December's meeting was canceled due to busy holiday schedules, and April- June's meetings were canceled per the City Manager while plans are decided for the new Economic Development & Tourism Officer Position.

**Annual Report of the
Alamogordo Public Library Advisory Board
For the Year Ending June 30th, 2022**

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

To keep itself informed of library needs and serve as a forum for discussion.

To recommend to the city manager and/or city commission and county commission policies for overall development, including plans for additional library facilities and programs.

To encourage the greatest public use of library facilities.

Members of the Board

There are seven members of the Board. Five are Residents of the City of Alamogordo appointed by the Mayor. Two Are residents of Otero County outside of the city limits appointed by the Otero County Commissioners. Members are appointed to serve two- year terms. The members serve with no compensation.

The current membership of the Board is as follows. (There is currently 1 vacancy)

- Billy Childs, Alamogordo, retired public administrator, personnel director expires December 12, 2022 (City)
- Dave Dooling, High Rolls, education director at the New Mexico Space History Museum serving his second term, current term expires April 19th, 2023. (County)
- Jessica Meyer, Public and private library and University and archive experience. (City)
- Cindy Stong, Tularosa, retired engineer at Boeing, serving second term, current term expires February 19th, 2023 (County)
- Rhonda Alterson, Registered Nurse, Friend of Libraries, serving first term expires -March 12th, 2024 (City)
- Richard Warren, Alamogordo, retired owner of a bookstore, cellphone store, consulting company serving second term expires December 11th, 2023 (City)
- Kim Underwood, Alamogordo City Librarian (ex officio)

Effective Codes regarding Board

1 Code § 16-02-010

2 Code § 16-02-020

3 Code § 16-02-030

4 Code § 16-02-050

5 Code § 16-02-060

6 Code § see code 16-02-090(c)

Board Meeting Schedule

The board met 11 times during the fiscal year one meeting was cancelled due to illness. Meetings are held monthly at 5pm on the second Wednesday the month at the Alamogordo Public Library, 920 Oregon Avenue. Meetings have been held in the Multi-Purpose Room

Summary of meetings

While still under Covid 19 guidelines the Board met regularly with a combination of in person and remote. The advantageous availability of the remote meeting has created a situation where we have had only 1 meeting without a quorum (this meeting was cancelled due to illnesses.) And attendance has been excellent.

Discussions have been wide ranging on various ways to increase library usage, these are ongoing. The board feels that Covid 19 concerns still affect the community and the number of through the door numbers. Also discussed and reviewed was the policy regarding book censoring and how it is handled, the current policy seems to be very adequate and well thought out. Other discussions included ALA membership, security cameras, updates on A/C installation, new furniture and a “reader sign” for library information, also in the discussion was a fencing project suggestion for the lawn area. Library programs were discussed as well as staffing requirements and a return to normal operating hours.

Kim and Melissa have been excellent with supplying information, updates, redoing members packets that now include years of meeting minutes, easily accessed for instant reference during a meeting.

Respectfully submitted,
Richard Warren,
Chairperson of the Advisory Board
June 8th, 2022

City of Alamogordo Cemetery Board **Annual Report to the City Commission - FY 2022**

In accordance with Ordinance No. 1014 requiring that all Boards, Commissions and Committees submit a written Annual Report to the City Commission, below is the Annual Report for the Cemetery Board for 2022.

The Cemetery Board consists of 3 members.

Members: Mark Brown, Caleb Moore, R. Kent House

June 9, 2022:

No meeting Board suspended until further notice.

ALAMOGORDO CEMETERY BOARD

ATTENDANCE REPORT FY2022

The Cemetery Board consists of 3 members.

June 9, 2022: No Meeting Held. Board suspended until further notice.

Members Present:

Members Absent:

Mark A. Brown, Member

Caleb Moore, Member

R. Kent House, Member

Community Development Advisory Committee
2022 Annual Report
As per Ordinance 1014

The Community Development Advisory Committee completed its role in Year 2013, when the committee held all of its public hearings and meetings for the 2014 CDBG Grant Application Funding Cycle.

There are currently no members on this Committee. The Committee has been inactive since 2013. There are plans to reestablish it in FY 2023.

July, 2021 - June, 2022 Mayor's Committee on Aging Annual Report

July 2021 – February, 2022

Due to COVID-19 and the subsequent closure of the Senior Center, the Mayor's Committee on Aging did not meet from July 2021 through February 2022. Beginning in March of 2022, the Senior Center re-opened for congregate dining, and meetings were resumed on the third Thursday of each month at 1:15 p.m.

March 2022

7 members, no vacancies

Mr. Keller asked members to come up with ideas on how to gather feedback on senior needs. Members shared ideas such as surveys and leaving suggestion boxes in doctor offices. Ms. LeComte and Mr. Rodriguez agreed to collaborate on a senior needs questionnaire.

Ms. Sinclair expressed the need for a senior retirement facility where seniors can rent an apartment and continue to live independently with access to meal service, emergency assistance, etc. Ms. Kent offered to check with local nursing homes to see if they have explored the possibility of senior housing facilities.

Committee elections were held. Mr. Keller was unanimously nominated and elected to serve as Chairperson, and Mr. Rodriguez was unanimously nominated and elected to serve as Vice Chairperson.

Mr. Keller updated members on the "Info. For Life" magnet project that the MCoA began to work on pre-pandemic. This is a refrigerator magnet with a fold-out card where seniors can list their vital information (emergency contacts medications, vaccine info., etc.). Mr. Keller said that he would like to set a goal of 50% senior participation in the magnet program.

April 2022

7 members, no vacancies

Ms. Ortega explained that Alamogordo's city government is not looking to build a senior living community. This would be a larger G.O. bond item, and it is not realistic that the City would support the operation of such a facility. Perhaps a senior living community would make a better long-term goal? Ms. Ortega encouraged MCoA members to focus on a more attainable goal. For example, medical transportation has been a critical need of seniors, especially since the loss of the RSVP program and the discontinuation of Dollar Cab. Also, a former MCoA Chairperson gave a presentation to the City Commission about the need for senior-friendly trash receptacles. It can be very difficult for seniors, especially those who are mobility-challenged or cane-dependent, to lift the heavy lids of the large receptacles. Often, this contributes to a situation where trash builds up inside the senior's home. Perhaps the City Commission would consider purchasing ADA poly carts the next time that they go out to bid?

Ms. LeComte suggested coming up with a five-year plan for the MCoA. Perhaps members can work on smaller goals while keeping the senior living community as a long-term goal.

Mr. Keller reported that the Fire Department Chief is 100% on board with the “Info. For Life” magnet project and will cover all associated costs. Dr. LeComte suggested contacting GCRMC Marketing Director Lillie Lewis concerning distribution of the magnets. Ms. Kent volunteered to contact Ms. Lewis once the final prototype is available. Ms. Morales said that staff can distribute magnets to our Meals on Wheels seniors and our seniors here at the Center. Mr. Keller hopes to submit an article for print in the Alamogordo Daily News, and Ms. Morales suggested adding the information to the City’s Facebook page.

Ms. Kent reported that she followed up with local nursing homes regarding senior living facilities. She spoke with the Las Cruces – based owner of the Aristocrat who stated that there are no plans in the works to build a senior living facility. She left messages with Casa Arena Nursing Home and the Betty Dare Good Samaritan Center; however, she did not hear back from either facility.

Mr. Keller re-emphasized the critical need for medical transportation. He intends to take on this project and will start by contacting Dollar Cab. He hopes to determine why they discontinued service, whether they were subsidized, and if they plan on re-starting their service in the future. Ms. Kent asked who will find out when the next RFP will occur for the trash receptacles. Ms. Ybarra agreed to research this item.

May 2022

6 members, one vacancy

Mr. Rodriguez asked if there is a plan in place to address the need for medical transportation. Ms. LeComte reported that Presbyterian insurance is employing a vendor called “Secure Transportation”. Their white minivans are currently around town and available for Medicaid-eligible individuals. Medicare seems to be the only program paying for rides, if the vendor will accept the reimbursement. Ruidoso Shuttle also provides Medicaid-only rides in Alamogordo. Without Medicaid, the cost is \$55.00. Z-Trans will provide transportation for those with a medical necessity letter. All these options require advance notice. Mr. Keller asked if there is a way to obtain volunteer drivers through the Senior Center. Ms. Clark explained that when she worked in the RSVP department, they had a few volunteers who offered rides for out-of-town appointments. However, the drivers quickly became burned out due to the high demand for rides. Ms. Clark informed that Medicare provides only one out-of-town medical transport per year.

Mr. Keller reported that the “Info. For Life” project is on hold while the Fire Department coordinates manpower for the State’s wildfires. Mr. Keller hopes to report on the project at next month’s meeting.

Ms. Kent said that she will take on the “senior-friendly” waste disposal project with the help of other MCoA members. Ms. Ybarra reported that the City’s Purchasing department will submit the next request for proposal for Southwest Disposal towards the end of 2023, and the winning bid will be “locked in” on February 1, 2024.

Ms. Clark mentioned that residents on her block were given individual rolling carts during a ditch

reconstruction project. Upon completion of the project, the rolling carts were taken away. However, the daughter of Ms. Clark's elderly neighbor called Southwest Disposal and was able to obtain a rolling cart. She only had to prove the need for the cart (age, handicapped, etc.). Mr. Keller offered to call Southwest Disposal to inquire about their policy on rolling carts.

Ms. Dakin encouraged MCoA members to expand their definition of assisted living facilities to include mixed-use, multi-generational facilities.

June 2022

6 members, one vacancy

The June 2022 meeting was cancelled due to unforeseen circumstances.

Annual report prepared by Britney Ybarra, Administrative Assistant

FY 21/22 Mayor's Committee on Aging Attendance

Member	July 2021	August 2021	Sept. 2021	Oct. 2021	Nov. 2021	Dec. 2021	Jan. 2022	Feb. 2022	March 2022	April 2022	May 2022	June 2022
Coyazo, Nora	C-19	C-19	C-19	C-19	C-19	C-19	C-19	C-19	✓	A	✓	Cancelled
Dakin, Shirley	C-19	C-19	C-19	C-19	C-19	C-19	C-19	C-19	A	✓	✓	Cancelled
Heath, Rosanna	C-19	C-19	C-19	C-19	C-19	C-19	C-19	C-19	✓	✓	A	Cancelled
Keller, Chuck	C-19	C-19	C-19	C-19	C-19	C-19	C-19	C-19	✓	✓	✓	Cancelled
Kent, Sue	C-19	C-19	C-19	C-19	C-19	C-19	C-19	C-19	✓	✓	✓	Cancelled
LeComte, Karen	C-19	C-19	C-19	C-19	C-19	C-19	C-19	C-19	✓	✓	✓	Cancelled
Rodriguez, Jose	C-19	C-19	C-19	C-19	C-19	C-19	C-19	C-19	✓	A	✓	Cancelled

C-19: Meeting cancelled due to COVID-19. Meetings did not resume until March of 2022.

A: Member Absent

✓: Member in attendance

**The June 2022 meeting was cancelled due to unforeseen circumstances.

Mayor's Youth Advisory Council 2022 Annual Report

This Council was created by Ordinance 1339 and passed on August 2008.

The Council consists of 7 members, with the Mayor, a representative of the Department of Public Safety, and community members serving on the Council as adult advisors. New members are appointed every year.

Currently there are no members on the Council. The Council last met in January 2012.

Annual report by City Clerk, Rachel Hughs

City of Alamogordo Parks and Recreation Board **Annual Report to the City Commission - FY 2022**

In accordance with Ordinance No. 1014 requiring that all Boards, Commissions and Committees submit a written Annual Report to the City Commission, below is the Annual Report for the Parks and Recreation Board for 2022.

The Parks and Recreation Board consists of 7 members.

July 14, 2021:

The minutes from the April 14, 2021, meeting was approved. No old business to discuss.

The recreation center discussed the reopening of certain parts of the rec center and programs. Not fully staffed yet, so activities and programs are available in limited quantities. The splash pad is under maintenance. All facility projects have been completed at the rec center.

The parks overview was about the staff being back at 100%. Resumption of normal operations has resumed. Ongoing irrigation repairs while short one irrigator. Germination watering program going on at Washington Park for at least three weeks so far. Waiting to clean out the weeds once program is done. All the picnic pavilion slabs have been poured. They will be working on getting grills and tables at some parks. South Alameda is scheduled to be next. The seeding has been completed at Washington Park. Was able to get the sail shade repaired at the Skate Park

The Keep Alamogordo Beautiful/Special Events discussed the Civic Center finishing up the flooring project. Will hold first event since the pandemic. It is a wedding, and not just a reception. Taking multiple bookings, a day. KAB was awarded \$47,784.35 from the New Mexico Department of Tourism's Clean and Beautiful Grant. 20K of that is going towards interns. Special Events took off with the 4th Fridays event. Held three events in one day on the 4th of July. There were two shows of fireworks instead of 1. The City of Brownsville, TX canceled their fireworks event and the vendor with the fireworks offered them to the City to shoot them off. Those fireworks went off around 11:00 pm. Had 2,500 people show up for the first 4th Friday event. There will be no Burning of the Bull this year. Currently working on Zoo Boo in October. The Christmas Tree Lighting and Zoobilee will be held in December. There was an issue with many people about the new location to shoot off the fireworks.

The unscheduled communication was about the Tiger Track team doing well. The State Meet was awesome. In five months (January – May) Dr. Walker and the Public Schools held 50 sporting events!

October 13, 2021:

No meeting. Quorum no met.

January 12, 2022:

No meeting. Quorum not met.

April 13, 2022:

The minutes from the July 14, 2021, meeting was approved. No old business to discuss. The new business was to vote for a new Chair and Vice-Chair. This resulted in Lori Adam being elected as Chair and Kristina Marzano being elected as Vice-Chair.

The recreation center discussed how everything being opened back up. No more restrictions. All programs are off and running. Swimming, basketball, and all programs are up and running like normal. Spots are filling up quick for the multiple programs being offered at the rec center as people are anxious to get back out again. Adult sports leagues are ongoing.

The parks overview was about routine mowing and trimming. Weed control herbicide completed for all medians. Eight irrigation repairs have been completed, with three remaining at Washing, Indian Wells, and Circle Drive. The concrete pour has been completed for the Tennis Court storage building. Irrigation design final touches in progress at Alameda Park renovation.

The Keep Alamogordo Beautiful/Special Events discussed the Civic Center being utilized several times over the last quarter for meetings, weddings, quinces, and blood drives. January had 26 events, February had 32 and March had 31. Already taking bookings for weddings in December 2023. KAB cleaned up the Charlie T. Lee Memorial Relief Route in March. That resulted in 100,000 pounds of litter and debris being removed from the roadway. The first 4th Friday of the year was in March and saw 724 adults and approximately 300 kids under 18 attend. Brew at the Zoo saw 1,364 adults and approximately 500 kids under 18 attend.

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

ALAMOGORDO PARKS AND RECREATION BOARD
ATTENDANCE REPORT FY2022

The Parks and Recreation Board consists of 7 members.

July 14, 2021:

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

Members Absent - Stephen Ensminger, Colleen Moon

October 13, 2021:

Members Present – Kristina Marzano, Lori Armstrong, Lori Adam

Members Absent - Dr. Johnnie Walker, Moyra Robuck, Dale Lindley, Colleen Moon

January 12, 2022:

Members Present - Kristina Marzano, Lori Armstrong

Members Absent – Moyra Robuck, Dr. Johnnie Walker, Lori Adam, Dale Lindley, Colleen Moon

April 13, 2022:

Members Present – Lori Armstrong, Lori Adam, Moyra Robuck, Kristina Marzano, Billy Hays

Members Absent – David Orr, Vacant

City of Alamogordo Planning and Zoning Commission

The following report is submitted by the Planning and Zoning Commission Liaison for FY 2022.

The Planning and Zoning Commission is a five-member board with each member serving a two-year term. The board holds a monthly meeting on the first Thursday of each month. The Planning and Zoning Commission was created by Ordinance No. 20-02-010. The main function of the board is to make recommendations to the City Commission regarding zoning, variance, and subdivisions.

The Planning and Zoning Commission held regular schedule meetings June 2021- January 2022

The City Commission voted to disband the Planning and Zoning Commission at the March 8, 2022, meeting.

Stella Rael, Liasion

Planning and Zoning Commission
Report
JULY 2021-JUNE 2022

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

Planning & Zoning Actions

Month	Subdivision	Variance	Zoning	Annexation	Land Transfer	R.O.W./Street Vacation	MISC
Jul			1				
Aug			1				
Sep	NO MEETING						
Oct		1					1
Nov	NO MEETING						
Dec	NO MEETING						
Jan		1	2				
Feb	NO MEETING						
Mar	NO MEETING						
Total		2	4				1

**Planning and Zoning Commission Attendance
July 2021-June 2022**

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

July, 2021 - June, 2022 Senior Advisory Council Annual Report

July 2021 – September, 2021

Due to COVID-19 and the subsequent closure of the Senior Center, the Senior Advisory Council did not meet from July 2021 through September 2021.

October 2021

8 members, 3 vacancies

Mr. McFarland proposed two alternative work plans to allow volunteers to continue working. The COVID19 pandemic has prevented many senior companion volunteers from visiting their clients who reside in nursing homes. To remedy this, a plan was proposed to Senior Companion volunteers as follows:

- Telephone contact: SCP volunteers would call homebound clients in order to foster socialization and alleviate loneliness.
- Pen pal opportunities: SCP volunteers would write letters to clients. The SCP Coordinator would be responsible for mailing the letters.
- Essential Errands: For those interested in assisting homebound seniors, volunteers would pick up short lists of groceries, drop off bills, etc.

Mr. McFarland said that he will send a letter to Meals on Wheels clients to determine how many may be interested in receiving phone calls or letters.

An alternative work plan was also proposed to Foster Grandparents. The volunteers would create life skill pamphlets, cookbooks, activity books, etc., focusing on a different topic each week. They would also create educational resources for students and parents.

Mr. McFarland informed that these alternative plans will be contingent on approval from Federal, State and local liaisons. He welcomed feedback from both Senior Companion and Foster Grandparent volunteers.

November 2021

No meeting was held due to the lack of a quorum.

December 2021

No meeting was held due to the lack of a quorum.

January 2022

No meeting was held due to the lack of a quorum.

February 2022

No meeting was held due to the lack of a quorum.

March 2022

No meeting was held due to the lack of a quorum.

April 2022

No meeting was held due to the lack of a quorum.

May 2022

No meeting was held due to the lack of a quorum.

June 2022

No meeting was held due to the lack of a quorum.

Annual report prepared by Britney Ybarra, Administrative Assistant

City of Alamogordo White Sands Beautification Committee

The following report is submitted by the White Sands Beautification Committee Liaison for FY 2022.

The White Sands Beautification Committee is a six-member board with each member being appointed by the commissioner from their district. Each member serves a two-year term. The board holds a monthly meeting. The White Sands Beautification Committee was created by Ordinance No. 29-01-110. The main function of the committee is to review and approve improvement projects within the White Sands Corridor.

The last meeting held by the White Sands Beautification Committee was June 24, 2019.

The City Commission voted to disband the White Sands Beautification Committee at the March 8, 2022, meeting.

Stella Rael, Liaison

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/12/2022

Report Date: 06/23/2022

Report No: 4.

Submitted By: Stella Rael

Subject: Consider, and act upon, adoption and final publication of Ordinance 1651 Case Z-2022-0001(A), a map amendment to remove the condition that was placed on the property in 1998. Property located at 1001 Scenic Dr. was rezoned from R-1 Single Family Dwelling to C-1 Neighborhood Business Case 1998-0574(A), with the condition that property could only be used as an ATM machine location. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for adoption and final publication.

Background:

The commission approved the ordinance for first publication during the June 14, 2022 regular meeting by a vote of 7-0.

Current owner John L. Harris is requesting that the condition placed on this property be removed in order to use the location for other purposes allowed within a C-1 zoning district.

ORDINANCE No. 1651

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, REMOVING THE CONDITION PLACED ON A CERTAIN PROPERTY COMMONLY KNOWN AS DALE BELLAMAH ADDITION #4-A LOT 14 WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

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

1001 SCENIC DR.

WHEREAS, an application has been filed in the Owner's name under Case No. **Z-2022-0001(A)** to remove the conditional zoning of the Property, and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION, THAT the zoning of the Property, will remain within a C-1 Neighborhood Zoning District which is more fully described below:

1001 SCENIC DR.

Is hereby changed to C-1 Neighborhood Zoning District without conditions; and the official zoning map and comprehensive plan of the City are hereby amended to reflect this change.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2022.

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

By: _____
Susan Payne Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney



City of Alamogordo

City Commission



Z-2022-0001(A)

Stella Rael, City Planner
May 24, 2022

Zoning Request Case: Z-2022-0001(A)

Request:

The property owner is requesting that the city remove the condition that was placed on this property in 1998 when the property was rezoned from R-1 to C-1 with the condition that the property could only be used for placement of ATM machines.

Applicant/Owner:

John L. Harris

2513 Tres Lagos

Alamogordo, NM 88310

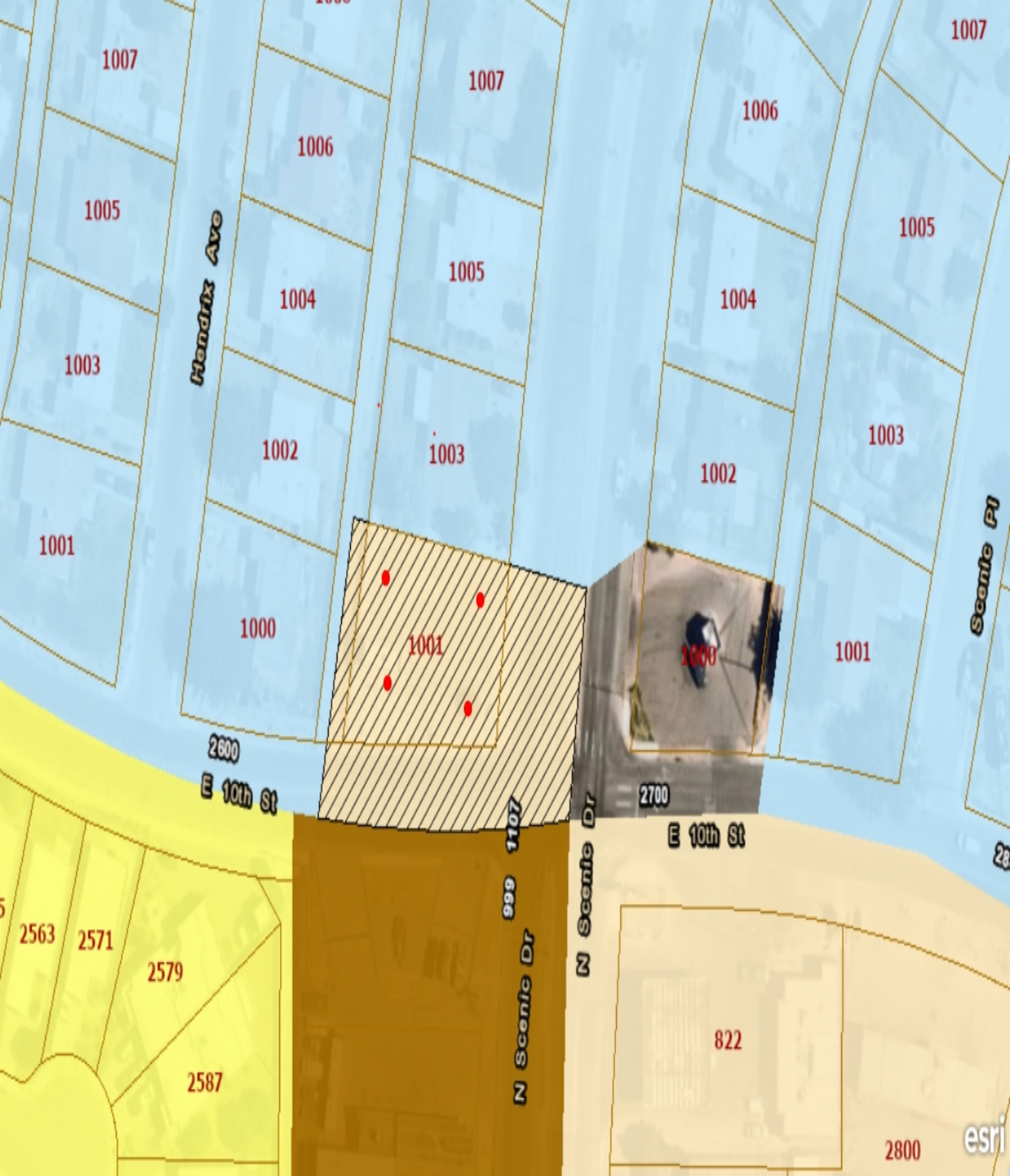
Findings of Fact

- ▶1. The application was filed on April 5, 2022
- ▶2. The legal notice was published on May 19, 2022
- ▶3. Twenty-Eight (28) letters were mailed by certified/returned receipt mail to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property.
- ▶4. As of May 18, 2022, there have been no letters returned undeliverable and I have not received any letters or phone calls of opposition.

Z-2022-0001(A)

4

- ▶ 7. Staff recommends approval.





AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/12/2022

Report Date: 06/23/2022

Report No: 5.

Submitted By: Kim Torres

Subject: Consider, and act upon, adoption and final publication of Ordinance 1652 amending Section 3-1 of the Alamogordo Code of Ordinances concerning Compensation in the Employee Manual. *(Kim Torres, HR Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance 1652 for adoption and final publication.

Background:

The commission approved the ordinance for first publication during the June 14, 2022 regular meeting by a vote of 7-0.

The proposed changes to the City of Alamogordo Employee Manual are directly related to the completion of the Classification and Compensation study. Implementation of a new Salary Plan requires revisions to Section 3 – Compensation of the City of Alamogordo Employee Manual.

A *Cost-of-Living* Section has been included in the Manual. This allows for employees to move upward in pay steps each fiscal year as determined through approved government appropriations.

The Section on *Maintenance of the Salary Plan* now includes language that requires the City to review the salary plan at least every five years to determine the need for an updated plan. This commitment will ensure that the plan is reviewed and updated as necessary and will prevent years upon years from going by without a full study being performed.

The City is implementing a twenty-five step Salary Plan for every position. As such the sections on promotions, transfers, demotions, etc. had to be re-written to accommodate the Pay Plan and the specific amounts in each step of the plan. This plan is designed to treat all employees the same when promoting, transferring, etc. Likewise with external candidates, the rate of pay will be determined based on a specific criterion.

ORDINANCE NUMBER: 1652**AN ORDINANCE AMENDING SECTION 3-1 OF THE
ALAMOGORDO CODE OF ORDINANCES
CONCERNING COMPENSATION IN THE EMPLOYEE MANUAL**

WHEREAS The City of Alamogordo recognizes the importance of periodic review of the employee manual to assure it is updated;

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo, New Mexico that Section 3-1 of the Code of Ordinances be amended to read as follows:

Section 3 - Compensation**3-1 Compensation**

The term "Compensation" refers to base salary and other forms of compensation to include, but not limited to, fringe benefits such as paid leaves, insurance, retirement pensions, incentive plans, and paid holidays. The Compensation Plan shall strive for fair market compensation in terms of service provided to the community for resources expended.

Purpose and Policy

It is the policy of the City to establish a compensation system that will allow the City, within budgetary constraints, to effectively compete for qualified personnel and to ensure that salaries are equitable and commensurate with the duties performed by each employee.

Salary Plan

A salary plan shall be prepared and reviewed by the City Manager, and approved in the budget by the City Commission, and shall apply to all employees not covered by a labor contract unless the labor contract specifies otherwise. Employees covered by a labor contract shall be compensated as referenced in their respective agreements. A copy of the current salary plan shall be on file in the Human Resources Office.

Cost of Living

Cost-of-living adjustments/salary modifications may be granted by the City Manager as determined through approved government appropriations. If granted, employees will move upward to the next step in their currently assigned pay grade. This movement will be effective the first day of the pay period of the new fiscal year as approved.

All increases are subject to budgetary constraints.

Maintenance of the Salary Plan

The City will review the salary plan at least every five (5) years to determine the current need for an updated salary plan. If it is determined that an updated salary plan is necessary, the City will contract with an outside vendor to complete a full compensation and classification study.

The City will review the Consumer Price Index (CPI) at least every five (5) years and determine the previous five (5) full year average. The salary plan steps may be adjusted in an amount equal to the CPI's previous five (5) full year average upon approved government appropriations. During any fiscal year that the salary plan steps are adjusted per the CPI five (5) full year average, employees will remain in their current step and will receive an increase in pay equal to the amount of the current step adjustment.

Movement through the pay plan steps and CPI adjustments will be as approved through government appropriations.

The Human Resources Department shall be responsible for the maintenance and administration of the City's Salary Plan. Any recommended changes shall be presented to the Department Director and the City Manager for approval.

Standards for Development of the Salary and Compensation Plan

The Compensation Pay Plan is directly tied to the Classification Plan and is determined on the basis of:

1. Uniformity of pay for each class.
2. Relative difficulty and responsibility of positions.
3. Prevailing wages within the identified relevant public and private sector markets.
4. ~~Cost of living~~ Consumer Price Index.
5. Financial policies of the municipality.
6. Difficulty in recruiting suitable employees.
7. Other economic considerations.

Classification Plan

Positions that require similar qualifications and similar duties and responsibilities are assigned to the same salary level. The City may conduct periodic studies to determine if an employee is working above or below the responsibility level for that position. Where unusual conditions exist that affect the market value of a position, the salary may be adjusted accordingly by the City Manager.

Classification and Re-Classification of Positions.

An internal and external analysis will be conducted by Human Resources for any new position or existing position that has experienced significant changes in duties or qualification requirements. Human Resources will provide a recommendation to the Department Director and City Manager for approval.

Compensation System

Entry Level Pay Rates

The entry level rate is the ~~minimum rate~~ 1st step in the assigned pay grade range for the position.

Successful external candidates meeting the minimum requirements or otherwise qualifying for a position shall start at Step 1 of the pay range.

Successful external candidates exceeding the minimum requirements of the position will be calculated and placed in the appropriate step (up to step 10) per the following:

1. An additional step in the assigned pay grade for each two (2) full years of experience exceeding the minimum requirements of the position and/or;
2. An additional step in the assigned pay grade based on each level of degree awarded exceeding the minimum requirements of the position. To be considered for step credit the degree awarded must be in the degree field of study as designated in the current position description or is determined to be closely related.

A Department Director, subject to approval by the City Manager, may recommend for appointment, a candidate above the entry level rate, Step 1, up to Step 10, to the midpoint of the pay grade range for extenuating circumstances if:

- ~~1. There are a limited number of qualified applicants available at the entry level, or~~
2. The applicant has exceptional qualifications.

~~Above the mid-point if:~~

1. Multiple recruitments have failed to yield a qualified candidate, and/or
2. The applicant has qualifications which are unique or critical, and/or
3. A survey of the market reveals that the City is not competitive.

Employee Pay Rate Adjustments

Pay rate adjustments shall be administered as follows:

Seasonal employees promoting from seasonal to regular status shall start at ~~the entry rate~~ **step 1** of the new position.

~~Internal salary equity shall be considered when setting pay;~~

~~Entry level pay rate section may be applied when deemed appropriate by the City Manager.~~

1. Transfers. When an employee is transferred (reassigned) from one position to another within the same pay grade he or she shall continue to receive the same ~~base~~ **step assignment and** rate of pay. ~~Employees moving from a non-exempt position to an exempt position will receive:~~

~~A. Five (5) percent increase if moving from a non-exempt to an exempt position.~~

2. Promotions. A promotion is defined as an assignment from one grade to another, which has a higher **minimum and** maximum rate of pay and greater responsibility. **Upon promotion** ~~The~~ employee will receive the higher of:

A. **Step 1 or placement in the step that provides at least a ten** (10) percent **increase** when the new position is at least one (1) salary grade higher, or

B. **Step 1 or placement in the step that provides at least a fifteen** (15) percent **increase** when the new position is at least two (2) or more salary grades higher, or

C. **Fifteen (15) percent if moving from a non-exempt to a higher exempt position, or**

~~D-C.~~ **Placement in the new salary grade at step three (3)** ~~Five (5) percent above the minimum of the new pay grade range, provided the employee has successfully completed their initial probationary period; or~~

1. **An additional step in the assigned pay grade for each two (2) full years of experience exceeding the minimum requirements of the position and/or;**

2. **An additional step in the assigned pay grade for each degree level awarded exceeding the minimum requirements of the position. To be considered for step credit the degree awarded must be in the degree field of study as designated in the current position description or is determined to be closely related.**

Higher salary grade is determined by the percentage difference between the step 1 rate of the employee's current position vs. the step 1 rate of the new position. When going from the non-management table to the management table each 1.039 percent difference is equal to one step difference.

The new pay rate, upon promotion, shall not exceed the maximum of the new pay range.

3. Reclassification. ~~Upon an upward R-~~ **reclassification is the reassignment of a position from one class to a different class to recognize a significant change in the duties and responsibilities of the a position the affected employee will receive.** ~~For an upward reclassification the percentage increase will be the higher of:~~

A. ~~Step 1 or placement in the step that provides at least a T~~ **Step 1 or placement in the step that provides at least a T** ~~ten (10) percent increase~~ when the new position is at least one (1) salary grade higher, or

B. ~~Fifteen~~ **Step 1 or placement in the step that provides at least a fifteen** (15) percent **increase** when the new position is at least two (2) or more salary grades higher, or

C. ~~Fifteen (15) percent if moving from a non-exempt to a higher exempt position, or~~

D. **Placement in the new pay grade at step three (3)** ~~Five (5) percent above the minimum of the new pay grade range, provided the employee has successfully completed their initial probationary period.~~

E. For a downward reclassification the affected employee shall remain at their current **base step** in the current pay range but will move to the step in the new pay range that provides an increase effective on the same date as the next step movement is approved through government appropriations. ~~salary rate. However, the employee will not be eligible for any salary increase, other than an across the board increase, until their current base salary is within the range of the new pay grade.~~

4. **Demotion.** The placement of an employee from one class to another which has a lower pay rate or grade, resulting in a decrease in pay. In the case of a demotion, the employee's base salary shall be adjusted at the lower of:

A. **Placement in the step that provides at least a T** ~~ten (10) percent decrease in pay~~ when the new position is at least one (1) salary grade lower, or

B. **Placement in the step that provides at least a F** ~~fifteen (15) percent decrease in pay~~ when the new position is two (2) or more salary grades lower, ~~or~~

C. ~~Fifteen (15) percent if moving from an exempt to a lower non-exempt position, or~~

~~D.~~ **C.** The maximum base salary of the new pay grade.

~~E.~~ **D.** An employees pay when an involuntary movement to a lower pay grade occurs will be evaluated based on the extenuating circumstances surrounding the reason for the pay grade change.

~~F.~~ **E.** An employee transferring or demoting back to their previous position will ~~receive~~ **be placed** at their ~~final salary~~ **previously assigned step in the pay range** ~~in that for the~~ previous position, plus any across the board ~~or step~~ increases applied since the employee moved from that position.

Lower salary grade is determined by the percentage difference between the step 1 rate of the employee's current position vs. the step 1 rate of the new position. When going from the management table to a non-management table each 1.039 percent difference is equal to one step difference.

Additional Compensation

The City Manager may recommend additional forms of compensation in addition to the Salary Plan in the best interest of the City and within the amounts approved in the budget by the City Commission. The manner in which the award of additional compensation is to be determined will be outlined in writing by the City Manager and maintained in the Human Resources Department.

Cost of Living

-

~~Cost of living adjustments/salary modifications may be granted by the City Manager when authorized by the City Commission. If granted, they are effective the first day of the first pay period that is subsequently paid in the new fiscal year.~~

Employees who have reached step 25 of their assigned pay range will remain at step 25.

Pay Increases

-

~~Pay increase requests for non-represented employees shall generally be required during the budget process for the following budget year. Merit based and other increases are limited to the approved departmental budget and are subject to the availability of funds. Other pay increases occurring during the fiscal year will be effective the first full pay period following approval. Employees covered by a labor contract shall be compensated as referenced in their respective agreements.~~

Overtime/Compensatory Time

Overtime and Compensatory time will be paid in accordance with the Fair Labor Standards Act. A maximum limit of compensatory time may be set by the City Manager, not to exceed the rate set by local, state, or federal law. Exempt employees are not eligible for overtime pay and will be paid in accordance with the Fair Labor Standards Act.

Responsibilities and Authority to Approve Overtime/Compensatory Time

Employees may not work beyond their scheduled hours without prior approval from their Department Director or their designee. This written approval will be on an exception report form or other standard City forms within the work week. Department Directors are responsible for the accurate recording of all overtime and compensatory time on the employee's exception report. Accrued compensation time shall be utilized prior to accrued PTO, unless otherwise approved by the Department Director. Overtime and compensatory time will be administered in accordance with local, state, and federal laws.

When allowed by law, Department Directors may utilize compensatory time off in order to conserve their budgeted overtime for emergencies. Compensatory time accrued must be taken by the last day of the next to the last pay period of the fiscal year, unless otherwise approved by the City Manager, or the employee will be paid out for the compensatory time he/she has accrued. Employees will be paid for all compensatory time they have earned and not used at the time of termination or fiscal year end.

Premium Pay

Time worked on specific projects, emergencies, or grant funded projects may be paid at a premium rate of time and a half the regular rate at the discretion of the City Manager prior to overtime pay being required by law.

Compensation for Temporary Acting or Overlay Assignment

When an employee is assigned to fulfill the duties and responsibilities of a vacant position in a higher classification on a temporary basis, he or she may be paid additional compensation at the discretion of the City Manager or designee.

Acting pay for fulfilling the duties and responsibilities of a vacant position in a higher classification will be either at a rate equal to ~~the starting salary~~ **step 1** of the higher classification or the employee fulfilling said duties will be given a ten percent (10%) increase, whichever is greater.

The preceding provision shall not apply to those circumstances where a person is temporarily assigned to fulfill the duties and responsibilities of a Department Director. Instead, the employee shall be paid additional compensation either at a rate equal to ~~the starting salary~~ **step 1** of applicable director positions **appropriate pay range** or placed at the step that provides at least a ~~given~~ fifteen percent (15%) increase, whichever is greater.

The compensation paid to any individual serving in the capacity of acting, temporary, or interim City Manager, shall be fixed by the City Commission.

When an employee is temporarily assigned a project or task outside of the scope of their current position and is not fulfilling the capacity of a vacant position, at the City Manager or designee's discretion the employee may receive overlay pay at a rate to be determined by the City Manager or designee. This provision does not apply to assigned tasks that qualify as "other duties as assigned".

For the purpose of this section, temporary is defined as a period of time in excess of thirty (30) calendar days.

Pay for any assignment under this provision will begin on the first day of the assignment.

When the temporary acting or overlay assignment is complete, the employee's salary shall revert to the previous level.

Internal equity may be considered when setting temporary acting or overlay pay.

If an employee separates from employment, either voluntarily or involuntarily, or as the result of a retirement, while temporarily assigned to a higher classification ~~or as a Department Director,~~ **Assistant City Manager, or as the City Manager,** any accrual payouts made in conjunction with the separation, retirement, or PTO Conversion shall be calculated and paid without the additional rate of the temporary or acting pay or salary.

Holiday Pay

When a non-exempt employee works on the actual holiday, the employee shall be compensated at a holiday pay rate for all hours worked on the actual holiday. All time worked on actual holidays will be paid at one and one half (1 ½) times the normal hourly rate, in addition to the holiday leave pay if applicable. For example, if Christmas Day is Sunday and the City observes the holiday on Monday, the employee who is scheduled to work on Sunday, the ACTUAL holiday, will receive the holiday pay rate of one and half (1 ½) times the normal hourly rate. The employee who works on Monday, the observed holiday, will receive the eight (8) hours of holiday leave pay and regular pay for the time they work on the observed holiday.

In cases where an employee works both the actual holiday and the City observed holiday, only the actual holiday will be considered a holiday for the purposes of using the holiday pay rate.

The starting date of employees' shifts will be used to determine whether the employee worked the holiday. For example, if an employee's shift begins at 7:00 p.m. on Christmas Eve and continues through 7:00 a.m. on Christmas morning, they will not be considered to have worked the holiday. If the employee works from 7:00 p.m. on Christmas Day to 7:00 a.m. on December 26th, they will be considered to have worked the holiday for the entire shift.

Bi-Lingual Pay

Regular non-exempt employees may be compensated at a rate of \$.50 per hour for their bilingual abilities based on the following conditions:

- A. The language is recognized by the City Manager as adding to the increased productivity and efficiency of the City.
 - B. A written request from the employee and written authorization from the direct supervisor and the department director outlining the benefit to City services is submitted to Human Resources;
 - C. Employee must prove proficiency by meeting the standards established and administered by the Human Resources Department.
 - D. Employee will be available during scheduled work hours to translate when requested by City personnel.
 - E. If the need for the ability exists and the Departmental budget allows for the additional costs, as determined by the Department Director.
 - F. Bilingual pay may be removed at any time when determined to be in the best interest of the City as determined by the City Manager or designee.
- Exempt employees are not eligible for this benefit.

Certification Pay

Regular non-probationary employees, in the position currently held, may be compensated at a rate of \$.60 per hour for obtaining authorized certification(s) under the following conditions:

- A. The certification is not a requirement of the employee's current job description;
- B. The certification is generally issued by a Federal, State, or professional association;
- C. The certification is justified by the employee's Director, and approved by the City Manager, as being a benefit to the position and the City for the employee to hold the certification and the department budget allows for the additional cost;
- D. Pay for an authorized certification will begin the first day of the pay-period following submission of the original certification document to Human Resources and justification by the appropriate Director;
- E. Certification pay may be removed at any time when determined to be in the best interest of the City as determined by the department director; and
- F. Pay for certifications with an expiration date will end on the last day of the pay period in which the certification expires.

Wage Garnishments and Assignments

It is the policy of the City to comply with all lawful claims against the wages of our employees, such as garnishments, assignments, and child support orders.

In accordance with applicable federal and state laws, corrective action may not be taken against any individual whose wages have been garnished or assigned. When the City receives a garnishment or assignment, the Finance Department will be responsible for informing the employee of the notice received and will maintain such records.

Pay Days

Paychecks shall be issued bi-weekly, on Thursday, or as designated by the City Manager. A payroll period consists of two calendar weeks from Sunday midnight to Sunday midnight, or the end of the shift in progress at that time.

Work Week

Except as otherwise provided by a labor agreement, the Department Director shall assign the work day. The workweek shall be a seven (7) day period beginning on Monday at 12:01 a.m. and continuing through Sunday at midnight. This regulation does not apply to employees who are FLSA "exempt".

The City Manager has the authority to establish work periods that are within the Fair Labor Standards Act. These periods will be in writing by the City Manager and maintained in the Human Resources Department.

Time Clock

A. Non-exempt employees will clock in and out at their scheduled time.

B. Falsification of time records including, but not limited to clocking in/out for a coworker is a breach of this policy. Any errors or accidental omissions must be documented on an exception report and signed by the employee, the supervisor, and the Department Director.

C. Department Directors have overall responsibility for the timely and accurate submission of employee time through the City's timekeeping system. Actual time entry may be delegated to a department employee.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2022.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/12/2022

Report Date: 07/05/2022

Report No: 6.

Submitted By: Richard Denton

Subject: Consider, and act upon, the contract between the Alamogordo Police Department and the Alamogordo Public Schools to have School Resource Officers. (*Richard Denton, Chief of Police*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: APS will reimburse the City, \$80,977.47 for salaries and benefits.

Recommendation: Approve the Item

Background: This is the annual contract between APD and APS.

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

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into on the first day of July 01, 2022, by and between the CITY OF ALAMOGORDO, a New Mexico municipal corporation (City), and the ALAMOGORDO PUBLIC SCHOOL DISTRICT (District), through the ALAMOGORDO SCHOOLS' BOARD OF EDUCATION.

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

IT IS THEREFORE AGREED BY THE PARTIES:

1. The City shall provide two (2) full-time certified, experienced, uniformed Police Department Officers to be stationed at the secondary schools during the upcoming 2022 -2023 school year. These officers are assigned and shall be supervised by the Community Relations Supervisor of the Alamogordo Police Department. These officers are herein referred to as School Resource Officers (SRO).
2. During the time period that the regular school year is not ongoing, these officers will perform other law enforcement related duties.
3. The District may still request additional uniformed services from the City when the need arises. The request for these events needs to originate from the APS Superintendent, APS Chief of Safety and Security, APS Athletic Director, APS Security Supervisor, or other Superintendent designee. These additional requests are for special activities and functions, including but not limited to the following:
 - A. Sporting Events
 - B. Graduation
4. These uniformed SROs are law enforcement personnel who will provide safety, security and other law enforcement related duties during the school year. The SROs intent is not to be policy enforcement officers for the District. It is intended to provide a positive atmosphere in the spirit of the community-policing concept. This agreement does not limit the District, at any time, from hiring other personnel for the purpose of security.

5. The District will provide office space at all secondary schools for the sole use of the assigned SRO's. Said office space shall contain adequate amenities to include heating, cooling, dedicated telephone(s) and access to District server for purpose of access to Alamogordo Police Department reporting and/or e-mail systems.
6. The compensation of these SRO positions is to be paid mutually and reflects approximately 50% of the total costs for the City of Alamogordo and the Alamogordo Public School District. The City shall, prior to July 1, 2022, determine the two officers' annual salaries, benefits and any other agreed upon costs; i.e., overtime. In the event a workman's compensation claim is made, the workman's compensation will be solely the responsibility of the City of Alamogordo.

For this contract period, the District will reimburse the City in the amount of \$ 80,977.47. The costs will initially be paid by the City, and reimbursement shall be in quarterly installments from the District on September 1, 2022; December 1, 2022; March 1, 2023 and June 1, 2023.

7. Should the need arise for specialized training, special days off, or leave during the school year, the SRO will be responsible for notifying their respective APD supervisor and the APD supervisor will be responsible for notifying the respective school administration and the APS Chief of Safety and Security. During these absences, a substitute SRO may be provided, if staffing levels allow. When a substitute SRO is not provided the school shall contact APD for assistance.
8. The Alamogordo Police Department shall provide a monthly SRO activity report by school site where SROs are assigned. The report is a statistical report obtained from crimes reported, arrests, juvenile referrals, accidents, traffic and non-traffic citations issued, school requested overtime assignments and any other information the Department would deem worthy of reporting. The report will not include information not to be released under current legal guidelines. The report will be submitted to the APS Chief of Safety and Security no later than the 15th of each month.
9. The School shall provide SRO's access to the District video surveillance system as permitted by law. Currently, District shall allow officers to view law enforcement related incidents on the system and obtain copies of those incidents for investigational purposes by a duly authorized subpoena or court order.
10. The terms of this Contract, and any subsequent renewal thereof, are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the New Mexico Department of Education for the performance of this Contract. If sufficient appropriations and authorizations are not made by

the Legislature, this Contract shall terminate, without any penalty or damages whatsoever against the District, upon written notice being given by the District to Contractor. The District's decision as to whether sufficient appropriations and authorizations are available shall be accepted by Contractor and shall be final.

11. In the event staffing shortages prevent the Alamogordo Police Department from fulfilling the terms of this contract concerning staffing, the District and City will meet to negotiate a decrease in cost for services.
12. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
13. The District and the City are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.
14. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to action of the respective party or of its officials, agents and employees pursuant to this Agreement. Any and all claims by third parties resulting from this Agreement are subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.
15. Within 60 days after the effective date of this agreement, the Chief of Safety and Security, school administration and the Community Relations Supervisor shall meet to outline work duties of the SROs of the 2022-2023 school year.
16. This Agreement for Services shall become effective on July 1, 2022 and continue through June 30, 2023.

Alamogordo Public School District

Judith V. Rabon
Board of Education President

City of Alamogordo

City Manager

Date: 6-23-22

Date:

ATTEST:

Carol Trevino
Board of Education Secretary

ATTEST:

Alamogordo City Clerk

Date: 6-23-22

Date: _____

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/12/2022

Report Date: 07/07/2022

Report No: 7.

Submitted By: Stella Rael

Subject: Consider, and act upon, first publication of Ordinance 1653 reaffirming that the City's districts are compact in area and as nearly equal in population as possible. (*Stella Rael, City Planner, and Rod Adair, NM Demographic Research, LLC*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Select a proposed plan and approve it in conjunction with approval of the Ordinance for first publication

Background: Pursuant to Article VII. Section 4 of the City Charter, within one year after publication of each National Census, the City Commission shall reaffirm that the City is divided into six (6) districts, otherwise known as "Redistricting". The boundaries of each district shall be established by Ordinance. Following the release of the results from the 2020 National Census, the City contracted with New Mexico Demographic Research, LLC, who has submitted three redistricting plans. The attached PowerPoint contains the current district map of the City, as well as the three proposed plans: Plan A: Least Change; Plan B: Compact Option; and Plan C: Equal Population Option, along with demographic dataview for each proposed plan.

Full-sized maps will be available at the Regular Meeting. Also, full-sized maps are currently placed at the Public Library and at City Hall for public viewing and input. The process for the Commission to follow is to select a plan and adopt it in conjunction with approval of the Ordinance for first publication. Thereafter, final adoption of the Ordinance will be scheduled for the August 9th Regular Meeting.

ORDINANCE NO. 1653

**AN ORDINANCE REAFFIRMING THAT THE CITY'S DISTRICTS ARE COMPACT IN AREA AND AS
NEARLY EQUAL IN POPULATION AS POSSIBLE**

WHEREAS, Article VII. Section 4 of the City Charter of the City of Alamogordo requires that within one year after publication of each National Census, the City Commission shall reaffirm that the City is divided into six (6) districts that are compact in area and as nearly equal in population as possible; and

WHEREAS, the last adoption of a Redistricting Plan occurred by action of the City Commission at their Regular Meeting held on October 8, 2013; and

WHEREAS, a professional analysis of the current Commission districts indicates that the existing six districts are in need of adjustment to equalize populations pursuant to Article VII. Section 4 of the Charter; and

WHEREAS, the City has contracted with New Mexico Demographic Research, LLC, a professional service company which specializes in redistricting and which has submitted for the Commission's consideration three redistricting plans for the City's six Commission districts; and

WHEREAS, all three of the proposed plans have previously been placed at the Alamogordo Public Library and at City Hall for public viewing and input.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that Redistricting Plan *_____ is hereby adopted in accordance with the City Charter, and a copy of said redistricting map is attached hereto.

DONE, this _____ day of _____, 2022.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

*Selected plan name to be inserted here:

Plan A: Least Change; **or**

Plan B: Compact Option; **or**

Plan C: Equal Population Option



CITY COMMISSION

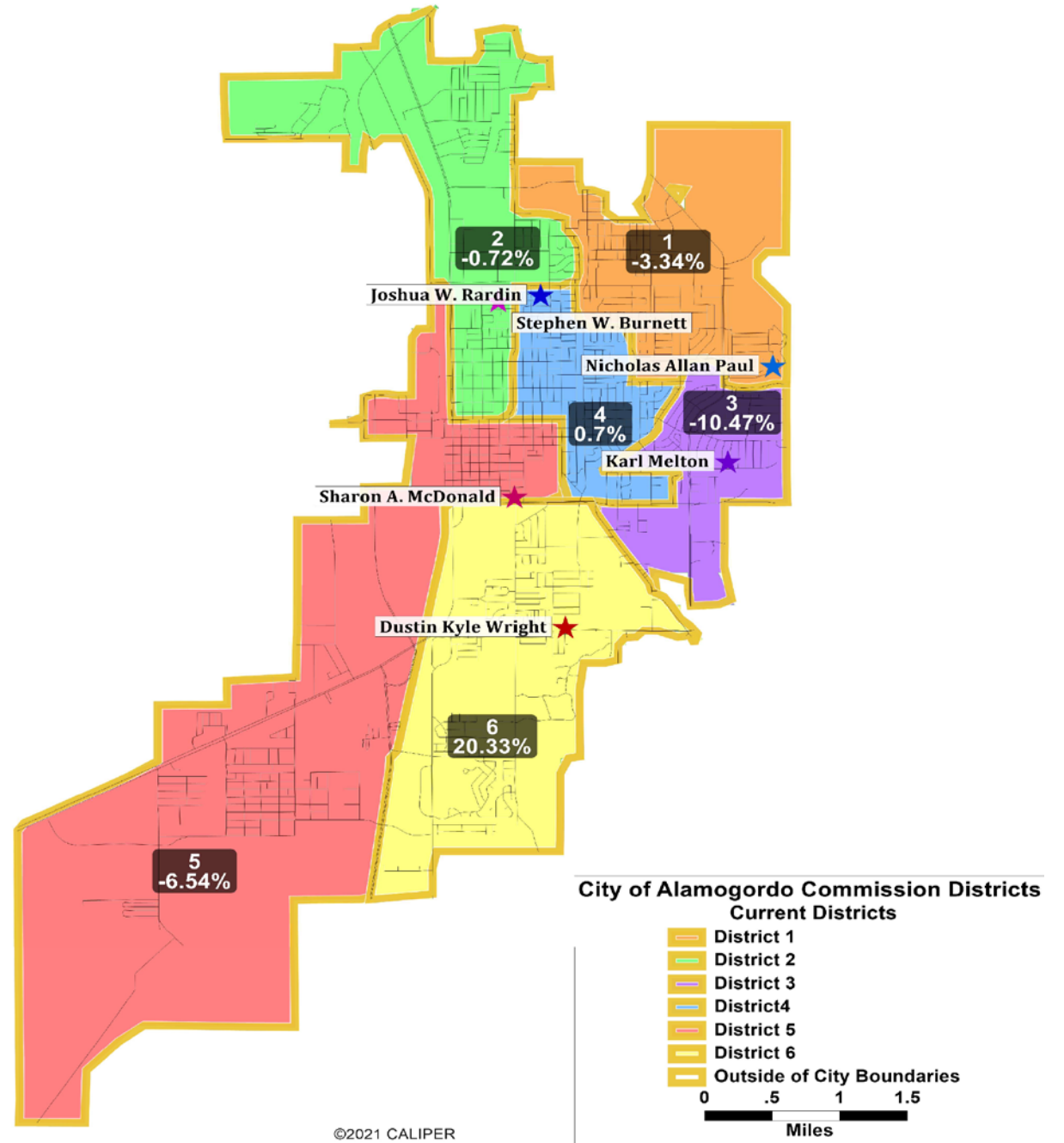
**ORDINANCE NO. 1653
REDISTRICTING**

**Stella Rael, City Planner, and
Rod Adair, New Mexico
Demographic Research, LLC
July 12, 2022**

Demographics

- **Proposed plans developed by New Mexico Demographic Research, LLC**
- **Used Census data and population analysis in order to determine any adjustments necessary for the six (6) City Commission districts**
- **Has developed and presents three plans for the Commission to choose from**
- **Ensures that in all plans presented, the proposed districts: 1) Are equal in population; 2) Are as compact as precinct boundaries will allow; 3) Are contiguous; 4) Recognize existing and historical communities of interest; and 5) Comply with the Voting Rights Act and other applicable laws**

Current City Commission Districts

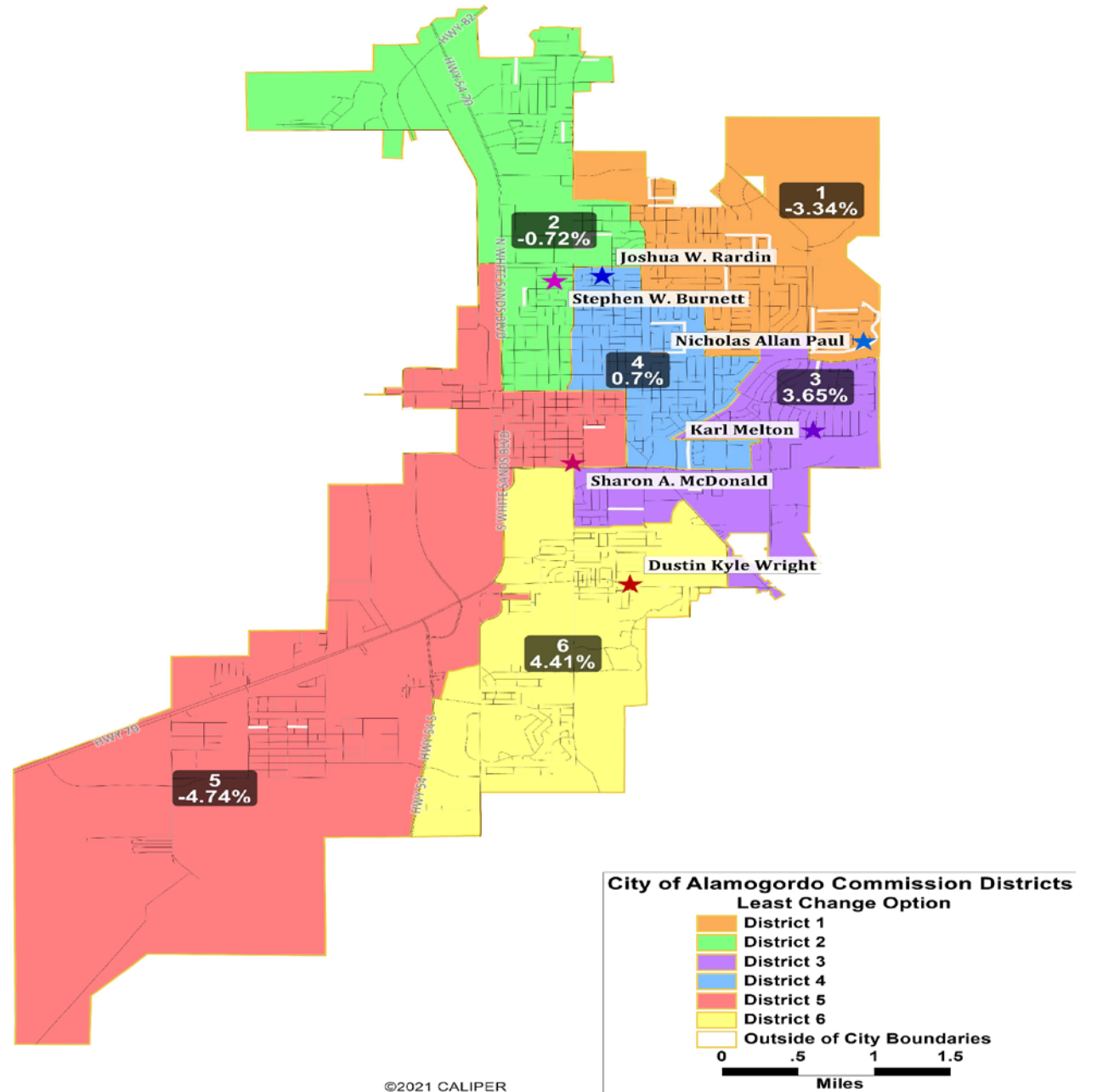


Current Demographic Dataview

City of Alamogordo			Current		Demographic Dataview				2022
					Non-Hispanic Origin				
							Native		Area in
District	Population	Deviation	% Dev.	Hispanic	White	Black	American	Asian	Square Miles
1	4,978	-172	-3.34%	30.9%	56.4%	4.6%	0.9%	1.4%	2.72
Adult	3,862			26.3%	61.8%	4.8%	1.0%	1.7%	
2	5,113	-37	-0.72%	30.6%	55.6%	4.5%	0.8%	2.2%	3.10
Adult	3,992			26.8%	60.4%	4.7%	0.9%	2.3%	
3	4,611	-539	-10.47%	30.3%	54.1%	6.4%	1.3%	2.7%	1.49
Adult	3,716			26.3%	58.4%	6.6%	1.2%	2.7%	
4	5,186	36	0.70%	38.6%	47.2%	5.4%	1.1%	1.6%	1.32
Adult	4,099			34.4%	51.5%	5.7%	1.0%	1.8%	
5	4,813	-337	-6.54%	42.2%	43.6%	5.9%	1.1%	2.1%	8.77
Adult	3,791			38.6%	47.5%	6.1%	0.7%	2.3%	
6	6,197	1,047	20.33%	27.7%	55.7%	5.8%	0.7%	3.7%	4.02
Adult	4,684			24.2%	59.3%	5.9%	0.7%	4.1%	
									21.42
Total	30,898	Ideal: 5,150		33.2%	52.3%	5.4%	1.0%	2.3%	
Adult	24,144			29.3%	56.6%	5.4%	0.9%	2.5%	
New Mexico Demographic Research, LLC									

City of Alamogordo			Current		Race & Ethnicity, Populations				2022
					Non-Hispanic Origin				
District	Population	Deviation	% Dev.	Hispanic	White	Black	Native American	Asian	Area in Square Miles
1	4,978	-172	-3.34%	1,536	2,806	231	45	71	2.72
Adult	3,862			1,014	2,385	184	38	66	
2	5,113	-37	-0.72%	1,564	2,844	229	43	113	3.10
Adult	3,992			1,068	2,413	189	37	93	
3	4,611	-539	-10.47%	1,396	2,495	293	58	124	1.49
Adult	3,716			977	2,172	246	45	101	
4	5,186	36	0.70%	2,004	2,449	281	58	82	1.32
Adult	4,099			1,410	2,112	235	39	72	
5	4,813	-337	-6.54%	2,031	2,097	285	52	99	8.77
Adult	3,791			1,464	1,800	231	26	88	
6	6,197	1,047	20.33%	1,719	3,454	358	45	230	4.02
Adult	4,684			1,135	2,776	275	35	193	
									21.42
Total	30,898	Ideal: 5,150		10,250	16,145	1,677	301	719	
Adult	24,144			7,068	13,658	1,360	220	613	
New Mexico Demographic Research, LLC									

Plan A (Least Change)

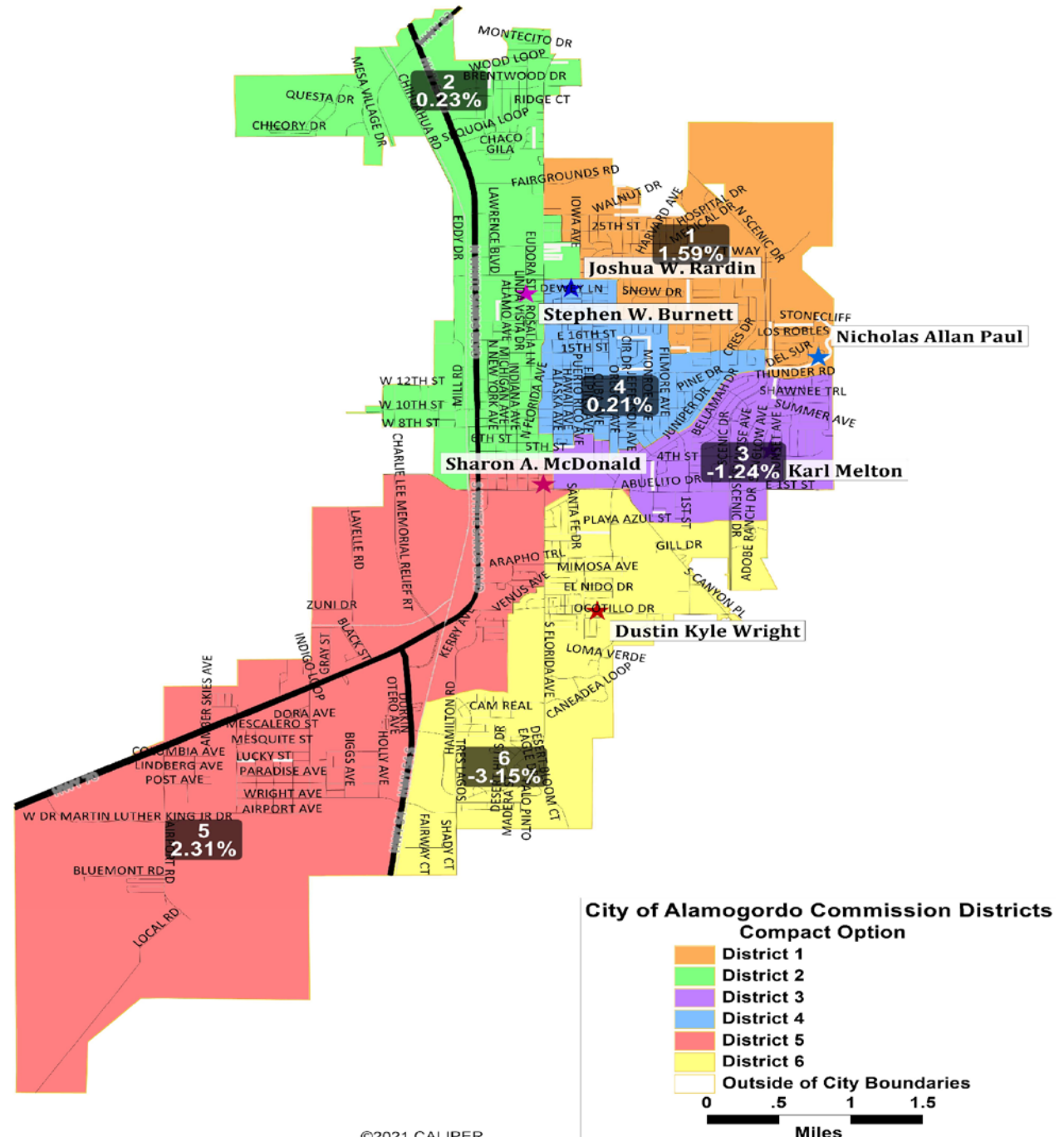


Plan A
Demographic
Dataview

City of Alamogordo			Plan A		Demographic Dataview				2022
Least Change									
District	Populat ion	Deviation	% Dev.	Hispani c	Non-Hispanic Origin				Area in Square Miles
					White	Black	Native America n	Asian	
1	4,978	-172	-3.34%	30.9%	56.4%	4.6%	0.9%	1.4%	2.72
Adult	3,862			26.3%	61.8%	4.8%	1.0%	1.7%	
2	5,113	-37	-0.72%	30.6%	55.6%	4.5%	0.8%	2.2%	3.10
Adult	3,992			26.8%	60.5%	4.7%	0.9%	2.3%	
3	5,338	188	3.65%	30.5%	53.2%	6.7%	1.2%	2.9%	1.88
Adult	3,716			26.7%	57.6%	6.8%	1.1%	2.8%	
4	5,186	36	0.70%	38.6%	47.2%	5.4%	1.1%	1.6%	1.32
Adult	4,099			34.4%	51.5%	5.7%	1.0%	1.8%	
5	4,906	-244	-4.74%	41.9%	43.6%	5.9%	1.1%	2.2%	9.08
Adult	3,791			38.3%	47.7%	6.0%	0.7%	2.5%	
6	5,377	227	4.41%	23.6%	57.0%	5.4%	0.7%	3.6%	3.32
Adult	4,684			23.6%	60.3%	5.6%	0.8%	4.1%	
Total	30,898	Ideal: 5,150		33.2%	52.3%	5.4%	1.0%	2.3%	21.42
Adult	25,766			29.3%	56.6%	5.4%	0.9%	2.5%	

City of Alamogordo			Plan A		Race & Ethnicity, Populations				2022	
Least Change										
District	Population	Deviation	% Dev.	Hispanic	Non-Hispanic Origin				Area in Square Miles	
					White	Black	Native American	Asian		
1	4,978	-172	-3.34%	1,536	2,806	231	45	71	2.72	
Adult	3,862			1,014	2,385	184	38	66		
2	5,113	-37	-0.72%	1,564	2,844	229	43	113	3.10	
Adult	3,992			1,068	2,413	189	37	93		
3	5,338	188	3.65%	1,627	2,840	355	64	153	1.88	
Adult	4,271			1,141	2,458	291	47	120		
4	5,186	36	0.70%	2,004	2,449	281	58	82	1.32	
Adult	4,099			1,410	2,112	235	39	72		
5	4,906	-244	-4.74%	2,056	2,141	289	54	108	9.08	
Adult	3,856			1,475	1,838	232	28	97		
6	5,377	227	4.41%	1,463	3,065	292	37	192	3.32	
Adult	4,064			960	2,452	229	31	165		
									21.42	
Total	30,898	Ideal: 5,150		10,250	16,145	1,677	301	719		
Adult	24,144			7,068	13,658	1,360	220	613		

Plan B (Most Compact)

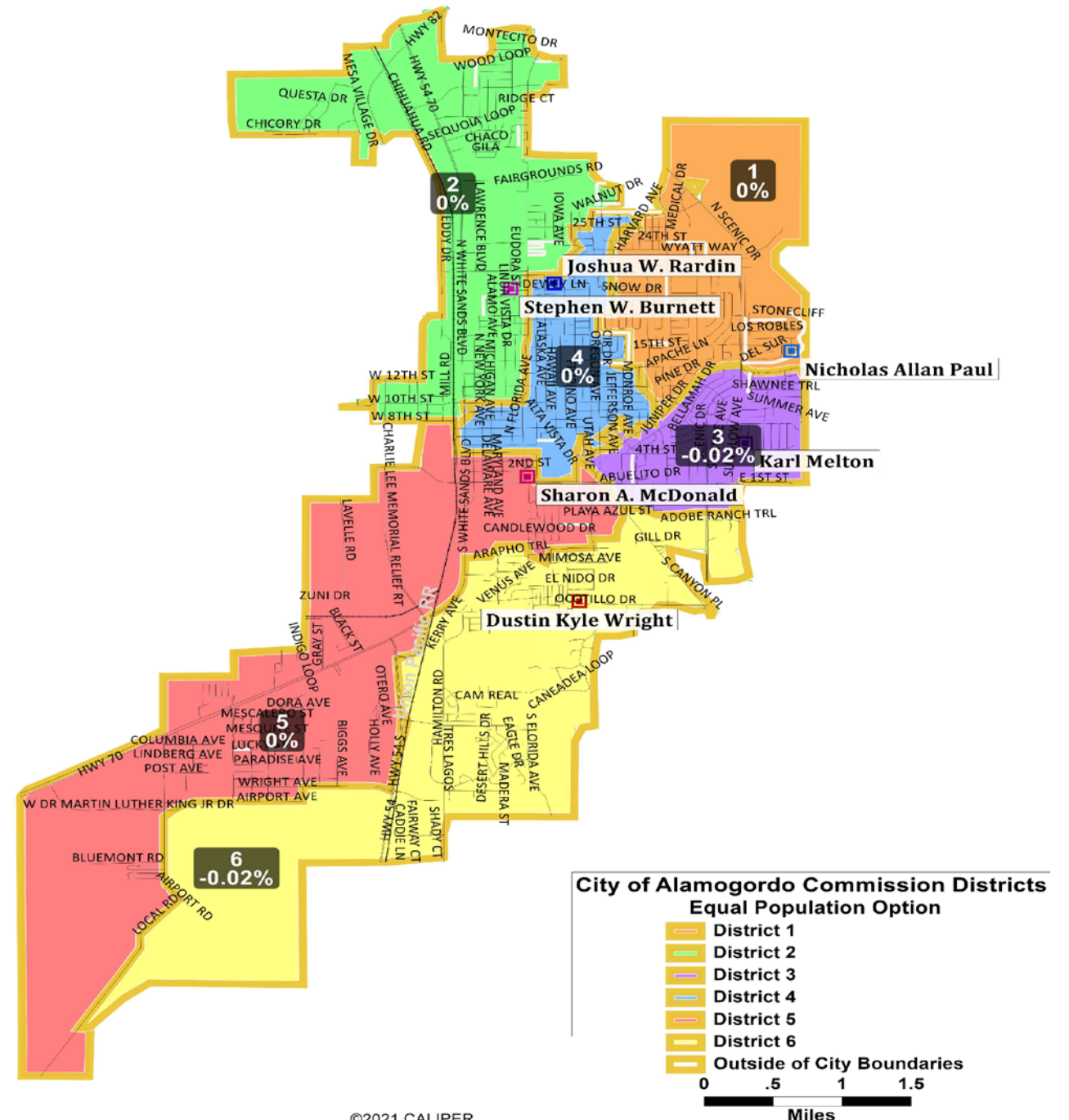


Plan B
Demographic
Dataview

City of Alamogordo			Plan B		Demographic Dataview				2022
Compact									
					Non-Hispanic Origin				
	Populati			Hispani			Native		Area in
District	on	Deviation	% Dev.	c	White	Black	American	Asian	Square Miles
1	5,232	82	1.59%	31.5%	56.0%	4.5%	0.9%	1.4%	2.79
Adult	4,074			27.0%	61.5%	4.6%	0.9%	1.7%	
2	5,162	12	0.23%	33.4%	52.9%	4.6%	0.9%	2.2%	3.72
Adult	4,029			30.1%	56.9%	4.9%	0.9%	2.3%	
3	5,086	-64	-1.24%	31.1%	53.1%	6.5%	1.2%	2.6%	1.49
Adult	4,151			27.2%	57.1%	6.8%	1.1%	2.6%	
4	5,161	11	0.21%	39.6%	46.4%	5.5%	1.1%	1.6%	1.31
Adult	4,017			35.3%	51.0%	5.6%	0.9%	1.8%	
5	5,269	119	2.31%	37.0%	47.9%	5.9%	1.3%	2.7%	8.71
Adult	4,150			33.2%	51.8%	6.1%	1.1%	3.0%	
6	4,988	-162	-3.15%	26.2%	57.5%	5.6%	0.6%	3.6%	3.40
Adult	3,723			22.4%	61.6%	5.7%	0.5%	4.0%	
									21.42
Total	30,898	Ideal: 5,150		33.2%	52.3%	5.4%	1.0%	2.3%	
Adult	24,144			29.3%	56.6%	5.4%	0.9%	2.5%	

City of Alamogordo			Plan B		Race & Ethnicity, Populations				2022
Compact									
District	Populati on	Deviation	% Dev.	Hispanic	Non-Hispanic Origin				Area in Square Miles
					White	Black	Native American	Asian	
1	5,232	82	1.59%	1,647	2,932	237	45	73	2.79
Adult	4,074			1,098	2,504	187	38	68	
2	5,162	12	0.23%	1,725	2,728	237	44	112	3.72
Adult	4,029			1,214	2,292	199	37	92	
3	5,086	-64	-1.24%	1,579	2,699	330	59	131	1.49
Adult	4,151			1,128	2,372	283	44	108	
4	5,161	11	0.21%	2,043	2,396	284	56	82	1.31
Adult	4,017			1,417	2,050	225	37	73	
5	5,269	119	2.31%	1,949	2,522	308	67	144	8.71
Adult	4,150			1,378	2,148	253	44	125	
6	4,988	-162	-3.15%	1,307	2,868	281	30	177	3.40
Adult	3,723			833	2,292	213	20	147	
									21.42
Total	30,898	Ideal: 5,150		10,250	16,145	1,677	301	719	
Adult	24,144			7,068	13,658	1,360	220	613	

Plan C (Equal Population)



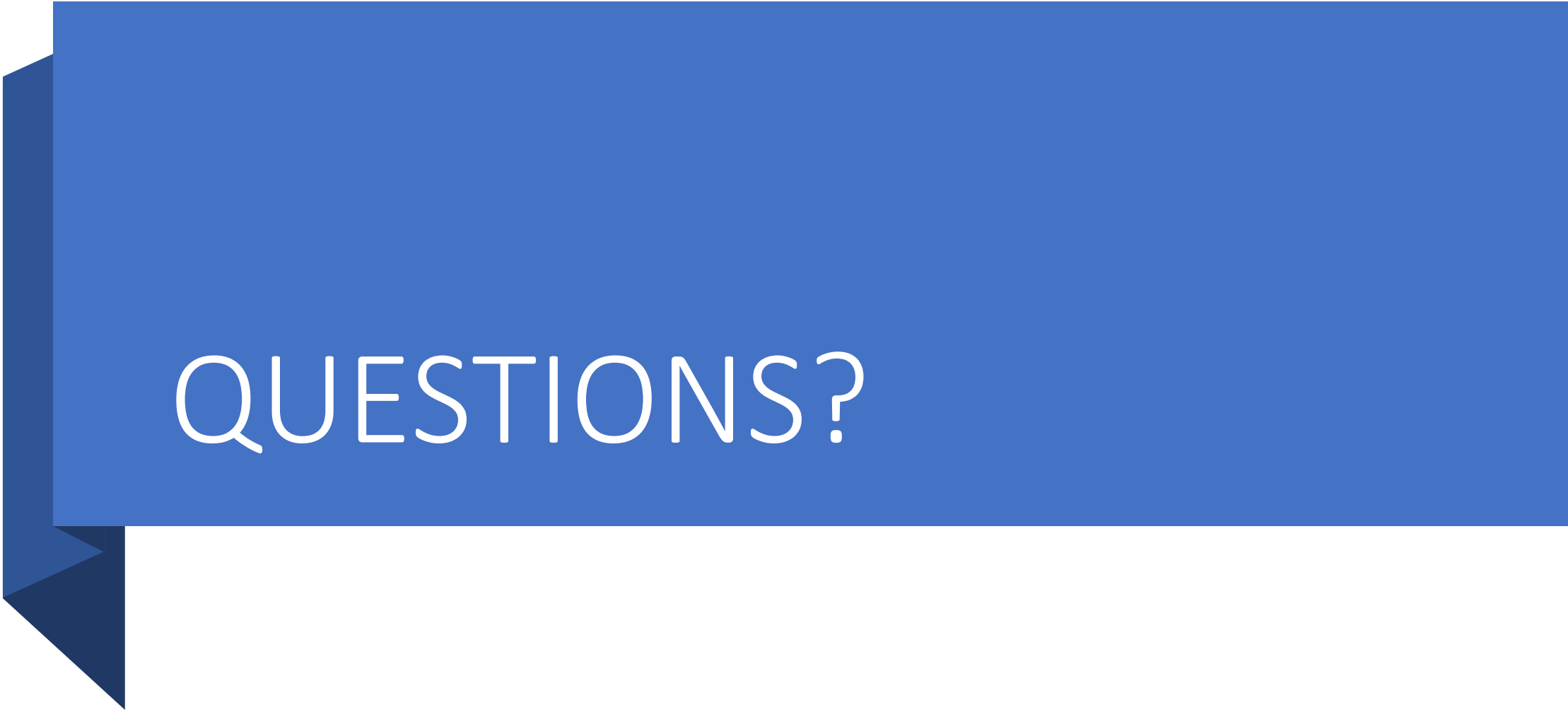
Plan C Demographic Dataview

City of Alamogordo			Plan C		Demographic Dataview				2022
Equal Pop.									
District	Populati on	Deviation	% Dev.	Hispanic	Non-Hispanic Origin				Area in Square Miles
					White	Black	Native American	Asian	
1	5,150	0	0.00%	29.6%	57.1%	4.9%	0.8%	1.5%	2.58
Adult	4,044			25.5%	62.1%	5.0%	0.9%	1.8%	
2	5,150	0	0.00%	30.8%	55.2%	4.4%	0.8%	2.3%	3.73
Adult	3,974			26.7%	60.3%	4.7%	0.9%	2.5%	
3	5,149	-1	-0.02%	30.7%	53.4%	6.7%	1.1%	2.5%	1.36
Adult	4,185			26.9%	57.5%	7.0%	1.1%	2.6%	
4	5,150	0	0.00%	44.4%	43.1%	5.1%	1.2%	1.3%	1.48
Adult	4,043			40.4%	47.0%	5.2%	0.9%	1.5%	
5	5,150	0	0.00%	36.6%	47.8%	6.1%	1.2%	3.1%	6.58
Adult	4,075			33.0%	52.0%	6.2%	0.9%	3.3%	
6	5,149	-1	-0.02%	26.9%	57.0%	5.4%	0.7%	3.3%	5.69
Adult	3,823			22.8%	60.9%	5.7%	0.7%	3.7%	
									21.42
Total	30,898	Ideal: 5,150		33.2%	52.3%	5.4%	1.0%	2.3%	
Adult	24,144			29.3%	56.6%	5.4%	0.9%	2.5%	

City of Alamogordo		Plan C		Race & Ethnicity, Populations					2022
Equal Pop.									
District	Populati on	Deviation	% Dev.	Hispani c	Non-Hispanic Origin				Area in
					White	Black	Native American	Asian	Square Miles
1	5,150	0	0.00%	1,526	2,939	250	43	76	2.58
Adult	4,044			1,032	2,512	200	37	71	
2	5,150	0	0.00%	1,588	2,842	227	43	119	3.73
Adult	3,974			1,062	2,395	187	37	99	
3	5,149	-1	-0.02%	1,579	2,748	346	58	127	1.36
Adult	4,185			1,124	2,406	292	45	107	
4	5,150	0	0.00%	2,288	2,217	261	59	69	1.48
Adult	4,043			1,634	1,900	211	37	60	
5	5,150	0	0.00%	1,885	2,462	315	60	160	6.58
Adult	4,075			1,343	2,118	254	36	136	
6	5,149	-1	-0.02%	1,384	2,937	278	38	168	5.69
Adult	3,823			873	2,327	216	28	140	
									21.42
Total	30,898	Ideal: 5,150		10,250	16,145	1,677	301	719	
Adult	24,144			7,068	13,658	1,360	220	613	

Selection Process:

- **Commission selects one of the proposed plans and adopts Ordinance No. 1653 for first publication at Regular Meeting of July 12, 2022**
- **First publication in ADN: July 17, 2022**
- **Commission adopts Ordinance No. 1653 for final publication at Regular Meeting of August 9, 2022**
- **Final publication in ADN: August 14, 2022**
- **Ordinance becomes effective: August 19, 2022**
- **NMDR finalizes all data required by the City and the Secretary of State**
- **City submits final plan to Secretary of State**



QUESTIONS?

person to fill a vacancy. The commissioner or mayor appointed or elected shall serve for the remainder of the unexpired term for which the commissioner or mayor who vacated the position was elected.

- C. If the entire Commission is vacated simultaneously, the Municipal Judge shall perform the function of the Commission only as concerns the calling of a special election to fill the vacancies.

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

Section 4. Non-Partisan Elections.

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

ARTICLE VII. THE GOVERNING BODY

Section 1. Equality of Commissioners.

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

(Amd. of 3-6-12)

Section 2. Composition.

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

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

Section 3. Term of Office.

The term of office for all commissioners, including the mayor, shall be four (4) years. Elections shall be on a staggered basis. The terms of office for the current municipal office holders seated upon City's opt-in to the Regular Local Election is adjusted, so that:

- (A) municipal officers elected or appointed to a term ending in 2020 shall serve until December 31, 2019, the new term of the position shall be elected at the regular local election in November 2019, and the new term shall commence January 1, 2020.
- (B) municipal officers elected or appointed to a term ending in 2022 shall serve until December 31, 2021, the new term of the position shall be elected at the regular local election in November 2021, and the new term shall commence January 1, 2022

(Amd. of 6-20-95; Amd. of 3-18-97; Amd. of 3-6-12; Ord. No. 1586 , 3-26-19)

Section 4. Districts.

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

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/12/2022

Report Date: 06/28/2022

Report No: 8.

Submitted By: Stephanie Hernandez

Subject: Consider, and act upon, Resolution 2022-32 authorizing and approving transferring Alamogordo Housing Authority to Eastern Regional Housing Authority. (*Stephanie Hernandez, Assistant City Manager, and Chris Herbert, Eastern Regional Director*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: There is minimal fiscal input, all salaries and operational costs are paid by HUD not the city.

Recommendation: Approval

Background:

RESOLUTION NO. 2022-32

**AUTHORIZING AND APPROVING TRANSFERRING ALAMOGORDO HOUSING
AUTHORITY TO EASTERN REGIONAL HOUSING AUTHORITY.**

**A RESOLUTION OF THE ALAMOGORDO CITY COMMISSIONERS, GOVERNING BODY
OF THE CITY OF ALAMOGORDO HOUSING AUTHORITY, HEREBY AUTHORIZES THE
TRANSFER OF THE LOW-RENT PUBLIC HOUSING PROGRAM OF THE HOUSING
AUTHORITY CITY OF ALAMOGORDO (NM004) TO THE EASTERN REGIONAL HOUSING
AUTHORITY (NM0063); AUTHORIZING THE START AND APPROVING OF THE
TRANSFER OF REAL AND PERSONAL PROPERTY OF THE HOUSING AUTHORITY CITY
OF ALAMOGORDO TO THE NORTHERN REGIONAL HOUSING AUTHORITY; SUBJECT
TO THE APPROVAL OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
(HUD).**

WHEREAS, mutually agreed that the Alamogordo City Commissioners approve the transfer of the City of Alamogordo Housing Authority to the Eastern Regional Housing Authority;

WHEREAS the City Commission finds and determines that the transfer provides benefit to the citizens and residents of the Housing Authority.

WHEREAS the transfer is contingent on the final approval of the United States Department of Housing and Urban Development.

NOW THEREFORE BE IT RESOLVED, by the City Commission of the City of Alamogordo, Housing Authority hereby approves the transfer.

Done this _____ day of _____, 2022.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L. Payne, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/12/2022

Report Date: 07/07/2022

Report No: 9.

Submitted By: Stephanie Hernandez

Subject: Consider, and act upon, first publication of Ordinance 1655 repealing Article 2-09 of the Code of Ordinances concerning the Department of Housing Authority. (*Stephanie Hernandez, Assistant City Manager, Chris Herbert, Eastern Regional Housing Authority*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approval

Background:

ORDINANCE NO. 1655

AN ORDINANCE REPEALING ARTICLE 2-09 OF THE ALAMOGORDO CODE OF ORDINANCES CONCERNING DEPARTMENT OF HOUSING AUTHORITY.

WHEREAS, The City Commission of the City of Alamogordo, New Mexico through ordinance established the Department of Housing Authority.

WHEREAS The Alamogordo City Commissioners approve the transfer of the City of Alamogordo Housing Authority to the Eastern Regional Housing Authority and;

WHEREAS the City Commission finds and determines that the transfer provides benefit to the residents of the Alamogordo Housing Authority

WHEREAS the transfer is contingent on the final approval of the United States Department of Housing and Urban Development

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo, Housing Authority hereby approves the transfer and repeals Article 02-09 of the Code of Ordinances in its entirety.

ARTICLE 2-09. DEPARTMENT OF HOUSING AUTHORITY

There is hereby created a housing authority department. The housing authority department shall consist of the housing manager and such officers and employees as may be provided for by the city manager. The housing manager shall manage and have charge of the administration and maintenance of all housing authority properties and programs within the city. The housing manager shall perform other duties as assigned by the city manager.

~~2-09-020. Resident advisory board.~~

~~The Alamogordo Resident Advisory Board is hereby created.~~

- ~~(a) Structure. The resident advisory board shall be composed of six (6) members who shall be residents of the housing authority, but not current employees and officers of the City of Alamogordo. The board shall consist of three (3) members from Alta Vista and three (3) members from Plaza Hacienda. Termination of the dwelling lease of the resident member shall result in their immediate removal from the advisory board.~~
- ~~(b) Appointment. The resident advisory board shall be appointed by the housing manager or designee. Of the original members of the board, two (2) one from each housing shall be appointed to a two year term, two (2) one from each housing shall be appointed to two (2) one from each housing shall be appointed to three year term. Thereafter, all members shall be appointed to three year terms ending on June 31, except that all vacancies shall be filled for the unexpired term. A board member shall hold office until a successor has been appointed and has qualified, unless sooner removed board members may serve a maximum of five (5) successive terms of office. The members of the board may but is not required to elect their own chairperson.~~

- ~~(c) Compensation and expenses. Members of the advisory board shall serve without compensation.~~
- ~~(d) Meetings, rules and records. The resident advisory board shall meet quarterly, but may meet more often if deemed necessary by the advisory board. The advisory board shall establish a regular time for its meetings. A majority of the membership shall constitute a quorum for the purpose of transacting business. Action by the advisory board shall be by majority vote. The advisory board shall keep a record of its resolutions, transactions, findings and determinations, which shall be public record.~~
- ~~(e) Role of resident advisory board.~~
- ~~(1) The board shall have the power to recommend to the city commission that the city take any of the following actions~~
- ~~a. Recommendations in the development of the public housing authority five-year public housing agency plan, annual plans and capital plans.~~
- ~~b. Recommendations on any significant amendments or modifications to the public housing authority plan.~~
- ~~c. Recommendations on any items brought to the board by public housing authority staff~~

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2022.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____

Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/12/2022

Report Date: 07/05/2022

Report No: 10.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, first publication of Ordinance 1654 to amend sections of Chapter 5 of the Code of Ordinances concerning Alcoholic Beverages. *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance 1654 for first publication.

Background:

Chapter 5 Alcoholic Beverages has not been updated since 2008 and in 2016 the section temporary alcoholic beverage dispenser's licenses was added.

Adding

- Specific definitions for clarity
- Categories to specify the different types of temporary alcoholic beverage dispenser's permits
- Sections 5-01-090 Hours of Operation
- 5-02-053 Late Renewals and Expiration of Licenses

Major changes

- The word "license" to "permit" in the temporary alcoholic beverage dispenser's section
- \$50 to \$75 to cover the expense of new license publications
- Cost of temporary alcoholic beverage dispenser's permits
- From various license tax fees to \$250 each
- From July renewals to match the state renewal timeframe

ORDINANCE NO. 1654

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 5 OF THE ALAMOGORDO CODE OF ORDINANCES CONCERNING ALCOHOLIC BEVERAGES

WHEREAS, the Code of Ordinances of the City of Alamogordo, New Mexico provides for certain businesses and occupations to be licensed and pay the required fees through the City Clerk's office; and,

WHEREAS, it has been many years since the ordinance has been updated; and,

WHEREAS, city staff deems it necessary to amend sections of Chapter 5 of the Code of Ordinances; and

WHEREAS, city staff deems it necessary to add sections 5-01-090 Hour of Operation and 5-02-053 Late Renewals and Expiration of Licenses to this Chapter of the Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico that Chapter 5 of the Code of Ordinances be amended to read as follows:

Chapter 5 ALCOHOLIC BEVERAGES

ARTICLE 5-01. GENERAL

5-01-010. Definitions.

All words and terms used in this chapter shall be deemed to have and carry the meaning as defined by the laws of the state, particularly, but not limited to §60-3A-3 NMSA 1978. Where such words and terms are not defined by the laws of the state, then they shall be deemed to have and carry their common, ordinary meaning.

A. "alcoholic beverages" means distilled or rectified spirits, potable alcohol, powdered alcohol, frozen or freeze-dried alcohol, brandy, whiskey, rum, gin, and aromatic bitters bearing the federal internal revenue strip stamps or any similar alcoholic beverage, including blended or fermented beverages, dilutions, or mixtures of one or more of the foregoing containing more than one-half percent alcohol, but excluding medicinal bitters;

B. "club" means an organization of persons organized or operated under the laws of the State, operated for nonprofit service to members, with a membership of not less than fifty (50) regularly admitted and enrolled members who have paid membership dues at a rate of not less than five dollars (\$5.00) per year, which the owner licensee or occupant of the premises used exclusively for club purposes and which, in the judgment of the City Commission, is operated solely for recreation, social, patriotic, political, benevolent or athletic purposes;

C. "dispenser" means any person licensed under this chapter selling, offering for sale, or having in his/her possession with the intent to sell alcoholic beverages both by the drink for consumption on the licensed premises and in unbroken packages for consumption and not for resale off the licensed premises;

D. "licensee" means the holder of any license or permit authorizing the sale of alcoholic beverages issued under the provisions of the Liquor Control Act but does not mean the holder of a server permit;

E. "local option district" means an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving, or public consumption of alcoholic beverages under the terms of the Liquor Control Act or former act;

F. "minor" means any person who is under the age of twenty-one (21) years;

G. "public celebration" means any state fair, county fair, community fiesta, cultural or artistic performance or event, professional athletic competition and events or activities held on an intermittent basis that are open or advertised to the general public;

H. "public place" shall mean: an area, whether enclosed or open, held out for use by the public and to which the public is invited, or in which the public is permitted, whether owned or operated by public or private interests.

I. "restaurant" means any establishment having a state resident as a proprietor or manager which is held out to the public as a place where meals are prepared and served primarily for on-premises consumption to the general public in consideration of payment and which has a dining room, a kitchen and the employees necessary for preparing, cooking and serving meals; the term "restaurant" does not include establishments as defined in regulations promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods;

J. "retailer" means any person licensed under this chapter selling, offering for sale, or having in his possession with the intent to sell any alcoholic beverages in unbroken packages for consumption and not for resale off the licensed premises;

K. "small brewer" means any person who owns or operates a business for the manufacture of beer but does not manufacture more than two hundred barrels of beer per year;

L. "wine" means alcoholic beverages obtained by the fermentation of the natural sugar contained in fruit or other agricultural products, with or without the addition of sugar or other products, that do not contain less than one-half percent nor more than twenty-one percent alcohol by volume;

M. "winegrower" means a person who owns or operates a business for the manufacture of wine or cider;

5-01-020. Building requirements.

No alcoholic beverages shall be sold or delivered by any alcoholic beverage dispenser, retailer, or wine grower except in areas, buildings and/or rooms open to the general public. No closed or curtained booths shall be permitted in any establishment or public place licensed under this chapter.

5-01-030. Location regulations.

A. It shall be unlawful for anyone to drink or to use any alcoholic beverages of any kind, whether lawfully purchased or not, in any public dance hall, poolroom, bowling alley or in any street or in any government building, whether state or federal, or in any other public place except establishments, or other public places having a license to dispense alcoholic beverages.

B. No license shall be issued for the sale of alcoholic beverages at a licensed premises where alcoholic beverages were not sold prior to July 1, 1981, that is within three hundred feet of a church or school. All measurements for the purpose of determining the location of a licensed premises in relation to churches or schools shall be the shortest direct line measurement between the actual limits of the real property of the church or school in which there is regularly conducted church services or educational functions, and the controlled access area of the licensed premises where alcoholic beverages are proposed to be sold (§60-6B-10 NMSA 1978., as amended).

5-01-035. Temporary alcoholic beverage dispenser's license permit.

~~(a) A. License Permit authorized.~~ The governing body of the city has deemed it advisable to allow and license permit limited public sale of alcoholic beverages at retail and consumption on the sale premises of alcoholic beverages approved by the city clerk 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.~~

~~(b) B. License Permit created.~~ There is hereby created a license permit, to be denominate designated a temporary alcoholic beverage dispenser's license permit. A person to whom the city has issued a current valid temporary alcoholic beverage dispenser's license-permit will hereinafter be referred to as a temporary alcoholic beverage dispenser's licensee.

C. Categories created under this permit.**1. Special dispenser's permit.**

Any person holding a dispenser's state alcoholic beverage license where a public celebration is to be held may dispense alcoholic beverages at the public celebration upon receiving the city's special dispenser's permit.

2. Special dispenser's permit for catering off premises.

Any person holding a dispenser's state alcoholic beverage license may dispense alcoholic beverages at the special event upon receiving the city's special dispenser's permit.

3. Public celebration permit.

Any person holding a small brewer or winegrower state alcoholic beverage license may dispense alcoholic beverages for a public celebration permit upon receiving the city's small manufacturer's public celebration permit.

4. Private celebration permit.

Any person holding a small brewer or winegrower state alcoholic beverage license may dispense alcoholic beverages for a private celebration permit for a private event, in which

the organizers of the event wish for alcoholic beverages to be sold, served, and consumed by guests upon receiving the city's small manufacturer's private celebration permit.

(c) **D. Area designated.** A temporary alcoholic beverage dispenser's ~~license~~ permit shall designate specifically an area in a city park, or alternatively, other public places in the city, which area shall be used for the purposes of the ~~license~~ permit, and which area will hereinafter be referred to as a temporary alcoholic beverage dispenser's permit.

(d) **E. No other area to be used.** No alcoholic beverages may be sold at retail or consumed in any city park of the city, or on any other public places of said city, whether in the central business district or otherwise, except that a temporary alcoholic beverage dispenser's licensee may use the temporary alcoholic beverage dispenser's designated on the temporary alcoholic beverage dispenser's ~~license~~ permit for purposes of retail sale, and consumption by adult consumers of alcoholic beverages on the premises of the temporary alcoholic beverage dispenser's; and provided further:

- (1) **1.** That such sale and consumption shall be limited to the designated temporary alcoholic beverage dispenser's.
- (2) **2.** The licensee must comply with all applicable laws and ordinances.
- (3) **3.** The licensee must have all of the qualifications set out in the Code of Ordinances, the New Mexico Alcohol Beverage Control Division, and state statutes for an alcoholic beverage dispenser's ~~license~~ permit.
- (4) **4.** The licensee must pay a ~~license~~ the appropriate fee of fifty dollars (\$50.00) for each temporary alcoholic beverage dispenser's location.
- (5) **5.** The licensee must hold a current license from the ~~city~~ state for the sale of alcoholic beverages or beer at retail for consumption on the premises.

(e) **F. Duration.** The duration of a temporary alcoholic beverage dispenser's ~~license~~ permit shall not exceed three (3) days. No person shall be issued more than three (3) temporary alcoholic beverage dispenser's ~~licenses~~ permits during any calendar month. No temporary alcoholic beverage dispenser's ~~license~~ permit shall be transferred by the temporary alcoholic beverage dispenser's licensee to whom it was originally issued.

(f) **G. Compliance with other regulations.** Each temporary alcoholic beverage dispenser's, while in operation shall comply with all of the requirements of this chapter of the Code of Ordinances relating to dealers in alcoholic beverages.

H. The applicant shall submit the application at least 14 business days prior to the event.

I. The alcoholic beverage dispenser's permit shall be posted in a conspicuous place in the area for which it was issued.

(g) **J. [Governmental liquor license.]** Nothing in this section shall be construed as prohibiting the city from using a premise or area designated on a governmental liquor license for the retail and consumption by adults of alcoholic beverages in any city park, or on any other public place.

5-01-040. Selling or giving alcoholic liquor to minors; minor allowing self to be served.

- (a) ~~The term "minor" as used in this section shall mean any person who is under the age of twenty-one (21) years.~~
- (b) A. It shall be a violation of this section for any club, retailer, dispenser, bartender, waiter or servant or employee of any club, retailer, or dispenser, or for any taxi driver, hotel employee or any other person, to do any of the following acts:
- (1) To sell, serve or give any alcoholic beverage to a minor.
 - (2) To buy alcoholic beverages for, or to procure the sale or service of alcoholic beverages to, a minor.
 - (3) To deliver alcoholic beverages to a minor.
 - (4) To aid or assist a minor to buy, procure or be served with alcoholic beverages.
- (c) B. It shall be a violation of this section for any minor to buy, receive, possess, or permit ~~himself~~ **themselves** to be served with any alcoholic liquor.
- (d) C. In the event any person except a minor shall procure any other person to sell, serve or deliver any alcoholic beverage to a minor by actual or constructive misrepresentation of any facts calculated to cause, or by the concealment of any facts the concealment of which is calculated to cause, the person, selling, serving or delivering such alcoholic beverages to such minor, that such minor is legally entitled to be sold, served or delivered alcoholic beverages; and actually deceiving him/~~her~~ by such misrepresentation or concealment, then that person, and not the person so deceived by such misrepresentation or concealment, shall have violated this section.

5-01-050. Drinking in public places.

- A. Drinking in public places consists of drinking or consuming alcoholic beverages (as the term is defined in Section 60-3A-3 NMSA 1978, ~~as amended~~) in any public place, private club, key club, whether operated for profit or not, or on a parking lot adjacent to an establishment licensed to dispense alcoholic beverages; provided, that this chapter shall not apply to drinking inside an establishment having a license to dispense alcoholic beverages or a Temporary Alcoholic Beverage Dispenser's location as authorized by Section 5-01-035 of the Code of Ordinances.
- B. It shall be unlawful for any person to commit the offense defined in this section.

5-01-060. Selling of alcohol in public places.

- (a) Selling of alcohol in public places consists of selling, serving, furnishing, or permitting the drinking or consumption of alcoholic beverages (as the term is defined in section 60-3A-3, NMSA 1978., as amended) in any public place or private club, or key club, whether operated for profit or not, except establishments having a license to dispense alcoholic beverages by the owner, operator, lessee, or proprietor thereof.

~~(b) For purposes of this chapter, "public place" shall mean: an area, whether enclosed or open, held out for use by the public and to which the public is invited, or in which the public is permitted, whether owned or operated by public or private interests.~~

5-01-070. Tax stamps required.

It shall be unlawful for any person to possess, sell, or transport any alcoholic beverages upon which the taxes and/or duties levied and required by the state and/or the United States of America have not been paid. The possession of alcoholic beverages in any container not bearing any stamp required by the laws of the state and/or the United States of America shall be prima facie evidence that the taxes and/or duties levied and required by the state and/or the United States of America have not been paid on such alcoholic beverages.

5-01-080. Lighting required.

All persons holding licenses for the sale of alcoholic beverages as retailers or dispensers shall keep all parts of the lots on which the licensed premises are situated, and the streets or alleys immediately adjacent to such places or buildings, well lighted during the hours when alcoholic beverages are being sold or served on such premises.

5-01-090. Hours of operation.

Alcoholic beverages shall be sold, served, delivered, or consumed on licensed or permitted premises only during the hours and days allowed by state law.

ARTICLE 5-02. ALCOHOLIC BEVERAGE DISPENSERS LICENSE

5-02-010. Required.

The sale and possession for the purpose of selling, and the offering for sale of alcoholic beverages is hereby prohibited except by persons duly licensed within the area and upon the conditions specified in this chapter and other applicable provisions of this Code.

5-02-020. Application.

Applications for a license to sell alcoholic beverages within the city shall be made to the city clerk on a form prescribed by the city clerk. Each application shall include a copy of the application to the state department of alcoholic beverage control and shall be accompanied by a fee of ~~fifty seventy-five dollars (\$50.00 \$75)~~ to cover the expense of investigations and publications. Upon receipt of the application, the city clerk shall determine if preliminary approval of the issuance or transfer of the license has been made pursuant to section 60-6B-4, N.M.S.A., 1978. Upon determining that such preliminary approval has been made, the city clerk shall set the application for hearing as provided in section 60-6B-4. An investigation shall be made of the applicant, the matters stated in the application, and for compliance by the applicant and the proposed location of the licensed premises for compliance with all applicable codes. Upon approval of the issuance of the state alcoholic beverage license, the applicant shall provide the license to the city clerk to obtain the city's alcoholic beverage license. The alcoholic beverage license shall be posted in a conspicuous place on the premises of the business.

5-02-030. Tax and fee.

A. The tax for licenses to sell alcoholic beverages are as follows:

~~Dispenser's license, per annum \$250.00~~

~~Retailer's license, per annum 250.00~~

~~Small Brewer's license, per annum 150.00~~

~~Beer and wine license, per annum 100.00~~

~~Club license, per annum 100.00~~

~~Temporary Dispensers license 25.00 per day~~

~~Club, per annum \$250~~

~~Dispenser, per annum \$250~~

~~Restaurant, per annum \$250~~

~~Retailer, per annum \$250~~

~~Small Brewer, per annum \$250~~

~~Winegrower, per annum \$250~~

B. The fee for permits to sell alcoholic beverages that have a city alcoholic beverage license are as follows:

1. Special Dispenser/ Special Dispenser for catering off premises, per day, per event \$0

2. Public/ Private Celebration, per day, per event \$0

C. The fee for permits to sell alcoholic beverages for an outside city limit business to sell inside city limits are as follows:

1. Special Dispenser/ Special Dispenser for catering off premises per day, per event \$25

2. Public/ Private Celebration, per day, per event \$25

D. All licenses and renewals shall be issued annually for the period July 1 to the following June 30 in accordance with the alcoholic beverage division dates. The license tax shall not be refunded or prorated. The above does not include application fees or business registration fees.

~~If a location is served by a city dispenser's license or retailer's license, and obtains a small brewer's license from the state, the city's small brewer's license fee will be waived.~~

5-02-035. Late renewal and expiration of a license.

Any licensee who fails to submit a properly completed renewal application, including applicable fees, and a copy of the current alcoholic beverage state license by the renewal deadline of 10 days prior to the expiration date of the license, must pay a late renewal fee in the amount of twenty-five dollars (\$25) per license. A license will be deemed expired upon default of renewal of the license expiration date.

5-02-040. Revocation.

The city commission may, by a majority vote of all members elected, revoke any and all licenses for the sale of alcoholic liquors for the violation of any of the provisions of this chapter, after a public hearing and upon five (5) days' notice thereof.

ARTICLE 5-03-010. Penalties.

Violation of any of the sections in this chapter shall be a misdemeanor punishable by up to five hundred dollars (\$500.00) per day and up to six (6) months in jail per day of each violation.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2022.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/12/2022

Report Date: 06/29/2022

Report No: 11.

Submitted By: Antonio Gonzalez

Subject: Consider, and act upon, approval of the land/property purchase at 101 Dale Scott Avenue for the purchase price of \$94,500. (*Brian Cesar, City Manager*)

Fiscal Impact:

Amount Budgeted: \$94,500.00

Fund: 119-6199-990-6601

Additional Fiscal Impact:

Recommendation: Approve the land purchase.

Background: Project CS2311 (Dale Scott Land Purchase) was created for the purchase of property at 101 Dale Scott Avenue. This property is to serve as additional parking at Washington Park.



RAISE YOUR EXPECTATIONS.

NEW MEXICO ASSOCIATION OF REALTORS® **GENERAL AMENDMENT No. 1 - 2020**

This Amendment is part of the Purchase Agreement (the "Agreement")
 dated _____, between City of Alamogordo
 and Robert M. Doughty III, Chairman, Leadership Board Grace Unit
 relating to the following Property: _____

<u>101 W Dale Scott AV</u>	<u>Alamogordo</u>	<u>NM</u>	<u>88310</u>
Address	City	State	Zip Code

Lot: 1A Subd: WESLEY REPLAT A

Legal Description

or see metes and bounds description attached as Exhibit _____, Otero County, New Mexico. The Agreement is

changed as follows:

****AMENDMENT #1****

Title Company is to be changed from Network Closing Services to Casa Y Tierra Abstract & Title Co.

All other terms and conditions to remain the same.

****END****

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

NEW MEXICO ASSOCIATION OF REALTORS®

GENERAL AMENDMENT No. 1 - 2020

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If there is any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE

 <i>City of Alamogordo</i>	06/28/2022	4:10 PM
Signature City of Alamogordo	Date	Time

Signature	Date	Time
-----------	------	------

SELLER/LANDLORD/OWNER SIGNATURE

 <i>Robert M. Doughty III</i>	06/28/2022	12:23 PM
Signature Robert M. Doughty III	Date	Time

Signature	Date	Time
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RAISE YOUR EXPECTATIONS.

NEW MEXICO ASSOCIATION OF REALTORS® **GENERAL ADDENDUM No. 1 - 2020**

This Addendum is part of the Purchase Agreement (the "Agreement")
 dated _____, between City of Alamogordo
 and Robert M. Doughty III, Chairman, Leadership Board Grace Unit
 relating to the following Property: _____

<u>101</u>	<u>W Dale Scott AV</u>	<u>Alamogordo</u>	<u>NM</u>	<u>88310</u>
Address		City	State	Zip Code

Lot: 1A Subd: WESLEY REPLAT A

Legal Description

or see metes and bounds description attached as Exhibit _____, Otero County, New Mexico.

The following is added to the Agreement:

****General Addendum #1****

This Purchase Agreement is contingent upon approval by the Alamogordo City Commission. If this Purchase Agreement is not approved by the Alamogordo City Commission, Buyer's Earnest Money Deposit will be refunded to Buyer.

All other terms and conditions to remain the same.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

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NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL ADDENDUM No. 1 - 2020

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If there is any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE

 *City of Alamogordo*

06/13/2022

1:02 PM

Signature

City of Alamogordo

Date

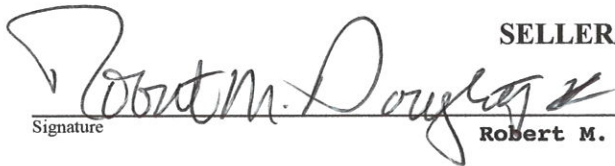
Time

Signature

Date

Time

SELLER/LANDLORD/OWNER SIGNATURE



Signature

Robert M. Doughty

Date

Time

Signature

Date

Time



NEW MEXICO ASSOCIATION OF REALTORS®

PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021

PART I – BROKER DUTIES DISCLOSURE



Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A:

All Brokers in this transaction owe the following broker duties to ALL buyers and sellers in this transaction, even if the broker is not representing the buyer or the seller in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to:
 - A. Any written brokerage relationship the Broker has with any other parties to the transaction or;
 - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B:

In addition to the above duties, Broker(s) owes the following Broker Duties to the buyer(s) and/or seller(s) in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all written offers or counteroffers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
 - B. that the seller will agree to financing terms other than those offered;
 - C. the seller's motivation for selling/leasing; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
 - B. the buyer's motivation for buying; or
 - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

BUYER(S) AND SELLER(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.

CA

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NEW MEXICO ASSOCIATION OF REALTORS®

PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021

PART II – OTHER REQUIRED DISCLOSURES

Broker shall update these and all other required disclosures as needed.

BUYER'S BROKER DISCLOSURES:

- Brokerage Relationship.** Nicholas Paul ("Buyer's Broker") is working with the Buyer as a:
 - ☒ Transaction Broker ☐ with ☒ without a written Buyer Broker Agreement.
 - ☐ Agent with a written Buyer Broker Agreement with Agency Addendum.
 - ☐ Transaction Broker without a written Buyer Broker Agreement, but with a Compensation Agreement.
- In-House Transaction: Buyer and Seller's Consent to Dual Representation, NO Dual Agency created.**
 - ☐ Buyer's Broker is licensed under the same Qualifying Broker as Seller's Broker.
 - ☒ Buyer's Broker is also Seller's Broker for the property in this Transaction. Broker has a written listing agreement with Seller as ☒ Transaction Broker ☐ Agent.
 - ☐ Brokerage is representing both Buyer and Seller.
- ☐ **Dual Agency:** Brokerage is representing both Buyer and Seller by means of written agency agreements with each of them and Designated Agency has not been chosen by the Qualifying Broker; Designated Agency is a policy that discloses to a client that the broker representing him/her as an agent is the client's only representative in the brokerage. When Designated Agency is not chosen, Dual Agency is created. Prior to writing or presenting this offer, Broker must obtain written consent from the parties to act as a Dual Agent (NMAR Form 1301, Agency Agreement – Dual).
- Additional Disclosures:** If applicable, check box below. Where noted (♦), attach NMAR Form 2100 or other disclosure.
 - ☐ Buyer's Broker has an **OWNERSHIP INTEREST IN PROPERTY**
 - ☐ Buyer's Broker has a **CONFLICT OF INTEREST** or **MATERIAL INTEREST** (business, personal or family) ♦
 - ☐ Buyer's Broker knows of **ADVERSE MATERIAL FACTS** about the Property and/or Transaction ♦
 - ☐ Buyer's Broker has engaged a **TRANSACTION COORDINATOR**: _____

SELLER'S BROKER DISCLOSURES:

- Brokerage Relationship.** Nicholas Paul ("Seller's Broker") is working with the Seller as a:
 - ☒ Transaction Broker with a written Listing Agreement.
 - ☐ Agent with a written Listing Agreement with Agency Addendum.
 - ☐ Transaction Broker without a written Listing Agreement, but with a Compensation Agreement.
- Additional Disclosures:** If applicable, check box below. Where noted (♦), attach NMAR Form 2100 or other disclosure.
 - ☐ Seller's Broker has an **OWNERSHIP INTEREST IN PROPERTY**
 - ☐ Seller's Broker has a **CONFLICT OF INTEREST** or **MATERIAL INTEREST** (business, personal or family) ♦
 - ☐ Seller's Broker knows of **ADVERSE MATERIAL FACTS** about the Property and/or Transaction; ♦
 - ☐ Seller's Broker has engaged a **TRANSACTION COORDINATOR**: _____

TRANSACTION COORDINATORS are licensed brokers who have been engaged by the broker as indicated above to assist the broker in the processing of the transaction, which may include gathering information and paperwork, overseeing and organizing contractual deadlines, communicating and coordinating with lenders, title companies, inspectors, other brokers and the parties to the contract to facilitate the closing of the transaction, and assembling the final transaction file for closing.

BROKER DUTIES OWED BY TRANSACTION COORDINATORS:

- If working for the broker who hired them and having no interaction with the broker's customer or client and/or other brokers involved in the transaction: Broker Duties 1-5 in Section A on Cover Page I.
- If working directly with the broker's customer or client and/or other parties or brokers in the transaction: Broker Duties 1-5 of Section A on Cover Page I and Broker Duties 5, 7 and 8 of Section B on Cover Page I.

- ☐ Buyer is a New Mexico Real Estate Broker
☐ Buyer is a party to another Buyer-Broker Agreement

- ☐ Seller is a New Mexico Real Estate Broker

City of Alamogordo

BUYER

06/13/2022

1:02 PM

Buyer Signature

Date

Time

Robert M. Doyle

SELLER

10/21/22

9:00 AM

Seller Signature

Date

Time

Buyer Signature

Date

Time

Seller Signature

Date

Time



NEW MEXICO ASSOCIATION OF REALTORS® PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021



THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
BROKERS ARE NOT PARTIES TO THIS PURCHASE AGREEMENT.

BUYER'S BROKER(S)

Nicholas Paul

18974

➔ Buyer's Broker Name

Buyer's Broker's NMREC License No.

If different, Buyer's Broker's Qualifying Broker's Name

Buyer's Broker's Qualifying Broker's NMREC License No.

Future Real Estate

575-415-4039

Buyer's Brokerage Firm

Office Phone

Fax

2460 1st St.

Alamogordo

NM

88310

Buyer's Brokerage Address

City

State

Zip Code

nick@futurerealestate.com

805-728-5715

Broker ☒ is ☐ is not a REALTOR®

Email Address

Cell Number

➔ Buyer's Broker Name

Buyer's Broker's NMREC License No.

If different, Buyer's Broker's Qualifying Broker's Name

Buyer's Broker's Qualifying Broker's NMREC License No.

Buyer's Brokerage Firm

Office Phone

Fax

Buyer's Brokerage Address

City

State

Zip Code

Email Address

Cell Number

Broker ☐ is ☐ is not a REALTOR®

SELLER'S BROKER

Nicholas Paul

18974

➔ Seller's Broker Name

Seller's Broker's NMREC License No.

If different, Seller's Broker's Qualifying Broker's Name

Seller's Broker's Qualifying Broker's NMREC License No.

Future Real Estate

575-415-4039

Seller's Brokerage Firm

Office Phone

Fax

2460 1st St.

Alamogordo

NM

88310

Seller's Brokerage Address

City

State

Zip Code

nick@futurerealestate.com

805-728-5715

Broker ☒ is ☐ is not a REALTOR®

Email Address

Cell Number

➔ Seller's Broker Name

Seller's Broker's NMREC License No.

If different, Seller's Broker's Qualifying Broker's Name

Seller's Broker's Qualifying Broker's NMREC License No.

Seller's Brokerage Firm

Office Phone

Fax

Seller's Brokerage Address

City

State

Zip Code

Email Address

Cell Number

Broker ☐ is ☐ is not a REALTOR®



NEW MEXICO ASSOCIATION OF REALTORS® PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021



1. TERMS SUMMARY.

This Agreement includes:

- ☐ Addendum
☐ Financing Addendum
☒ Exhibit A Legal Description (to be provided by title company)
☐ Other (Describe): _____

Offer Expiration Date: June 22 2022

Buyer: City of Alamogordo

Seller: Robert M. Doughty III, Chairman, Leadership Board Grace Unit

Property Description: _____

Address: 101 W Dale Scott AV Alamogordo NM 88310

Legal Description: Lot: 1A Subd: WESLEY REPLAT A

Purchase Price: \$ 94,500.00

Earnest Money: \$ 1,000.00

Inspection Period: 30 Days from Acceptance

Survey Type: ☐ ALTA ☐ Boundary ☐ Other (Describe): _____

Environmental Site Assessment: ☐ Phase I ☐ Phase II ☐ Other (Describe): _____

Closing Date: July 29 2022

Conveyance Documents:

☐ Deed ☒ General Warranty Deed ☐ Special Warranty Deed ☐ Quitclaim Deed

☐ Other: _____

☐ Assignment of Leases ☐ Other (Describe): _____

Title Company: Network Closing Services

Title Officer Name: TBD

Phone: 575-208-0211 Fax: _____ Email: _____

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Buyer CA

Seller [Signature]



NEW MEXICO ASSOCIATION OF REALTORS® PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021



2. FINANCE CONTINGENCY

☐ If checked, this agreement is contingent upon Buyer obtaining financing on or before _____ and Financing Addendum (NMAR Form 3106) is attached if appropriate.

3. PROPERTY. Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price pursuant to the terms of this Purchase Agreement ("Agreement"). The parties agree that if the legal description of the Property in this Agreement is not accurate, this Agreement shall not be invalid and the legal description shall be revised in a manner acceptable to Buyer, Seller and Title Company. The Property includes all fixtures and permanent improvements, if they exist, located at the Property, paving and landscaping. The Property includes all of Seller's interest in Existing Leases (as defined below), subleases, licenses, lease guaranties, easements, rights-of-way, streets, alleys, access rights, water rights, air rights, development rights, zoning rights and variances, and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances of any nature whatsoever, in any way now or hereafter belonging to, relating to or pertaining to the Property. Service contracts, employment agreements, warranties and management agreements, to the extent they are assignable, will be included with the Property. THIS AGREEMENT IS NOT TO BE USED FOR TRANSACTIONS INVOLVING AN ASSIGNMENT OF A GROUND LEASE. UNLESS SPECIFICALLY PROVIDED IN AN ADDENDUM TO THIS AGREEMENT, BUYER IS NOT PURCHASING ANY PERSONAL PROPERTY OF SELLER PURSUANT TO THIS AGREEMENT. (IN THE EVENT BUYER IS PURCHASING PERSONAL PROPERTY OF SELLER IN CONJUNCTION WITH PURCHASE OF THE PROPERTY, BUYER SHOULD CONSULT AN ATTORNEY REGARDING NECESSARY ADDITIONAL DOCUMENTATION.)

4. DEFINITIONS. The following terms will have the following meanings:

- A. BROKER** includes Buyer's and Seller's brokers.
- B.** If a specific DATE is stated as a deadline in this Agreement, then that date **IS** the **FINAL** day for performance; and if that date falls on a Saturday, Sunday or a legal Holiday, the date does not extend to the next business day.
- C. DATE OF ACCEPTANCE** is the date this Agreement is fully executed and delivered.
- D. DAY(S)** will be determined on a "calendar day" basis and if the **FINAL** day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore will be extended to the next business day. Legal Holidays are described as New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas.
- E. DELIVERED** means personally delivered or by any method where there is evidence of receipt. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. When an item is delivered to the real estate Broker who is working with or who represents the Buyer or Seller, it is considered delivered to the Buyer or Seller respectively, except if the same Broker works for or represents both Buyer and Seller, in which case, the item must be delivered to the Buyer or Seller, as applicable.
- F. DEADLINES.** Any "deadline(s)" can be expressed either as a calendar date (See Paragraph 4(C)) or as a number of days (See Paragraph 4(E)).
- G. ELECTRONIC** means relating to technology having electrical, digital, magnetic, wireless, telephonic, optical, electromagnetic or similar capabilities and includes, but is not limited to, facsimile and e-mail.
- H. ELECTRONIC RECORD** means a record created, generated, sent, communicated, received or stored by electronic means.
- I. ELECTRONIC SIGNATURE** means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- J. MASCULINE** includes the feminine.
- K. SINGULAR** includes the plural.

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NEW MEXICO ASSOCIATION OF REALTORS® PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021



5. **EARNEST MONEY.** Within 5 days of the Date of Agreement, Buyer shall deliver the Earnest Money to the Title Company, to be held in escrow pursuant to the terms of this Agreement. The Earnest Money shall be held in a federally insured Trust account selected by the Title Company. Subject to the provisions of this Agreement, the Earnest Money and all accrued interest is to be applied toward the purchase of the Property at the Closing. Upon Title Company's request, Buyer agrees to provide Title Company with its Federal Tax Identification Number. If Buyer fails to deposit the Earnest Money as required by this Agreement, this Agreement shall be automatically terminated.
6. **DISCLOSURE AND DELIVERY OF INFORMATION.** Within 10 days of the Date of Agreement, Seller shall provide to Buyer the following: 1) written disclosure of known material defects in and/or issues effecting the Property; and 2) true, correct and complete copies, to the extent that they are in Seller's control or possession, of the following: previously prepared environmental audits and inspections, physical inspection reports, maintenance information, warranties, service and other contracts, engineering reports, hydrology reports, drainage information, grading information, soils reports, topography information, utility reports and information, building plans and specifications, certificates of occupancy, plats, prior surveys, site plans, tax assessments and tax bills for the past two (2) years, utility bills, governmental and quasi-governmental notices, a schedule of all lawsuits (except suits initiated by Seller against tenants no longer occupying space at the Property) pending or threatened related to the Property (including a summary of relevant facts, status of the action, parties, court and attorneys involved), and such other information, notices, correspondence, agreements and other materials, if any, in Seller's possession related to the Property.
7. **INSPECTION PERIOD.** Buyer shall have the period of time set forth above as the Inspection Period to review the Property. During the Inspection Period, Buyer shall review all of the information regarding the Property provided by Seller. In addition, during the Inspection Period, Buyer may perform such other inspections and review such other information as is desired by Buyer. Such inspections, unless otherwise specified in this Agreement, shall be at Buyer's expense. Such inspections and reviews may include, but are not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, review of governmental approvals and permits related to the Property, zoning, title, survey, leases, financial information related to the Property, service agreements, management contracts, and other agreements related to the Property. Seller authorizes Buyer to request zoning and other similar certifications from applicable governmental and quasi-governmental authorities. Buyer agrees to not unreasonably disturb Seller's tenants at the Property and to conduct all inspections and tests at times mutually acceptable to Buyer and Seller. Seller releases Buyer from all claims and liabilities arising out of such requests by Buyer, including but not limited to enforcement actions triggered by such requests. During the Inspection Period, Buyer is specifically entitled to review the following:
 - A. **PHYSICAL INSPECTION.** Buyer, at Buyer's election and expense, may obtain a physical inspection, lead-based paint hazard inspection and/or lead-based paint risk assessment concerning the Property.
 - B. **TITLE.** Within 15 days of the Date of Agreement, Seller shall obtain a title commitment ("Title Commitment") from Title Company. Along with the Title Commitment, Title Company shall provide to Buyer copies of all documents listed as exceptions, a property tax search and copies of all plats related to the Property. Buyer shall be entitled to review title to the Property during the Inspection Period.
 - C. **SURVEY.** The survey of the Property of the type specified above shall be obtained by the party designated. The survey shall be obtained as soon as practicable and, in any event, within 30 days of the Date of Agreement. If an ALTA survey is designated, the survey shall be prepared consistent with the American Land Title Association/American College on Survey & Mapping standards for urban surveys, including the optional items on Table A as selected by the party obtaining the survey. If a boundary or other survey is to be obtained, such survey shall be prepared consistent with the Minimum Standards for Surveying in New Mexico. All surveys shall be certified to Seller, Buyer, Title Company and Buyer's Lender, if any. The "Flood Zone" status of the Property shall be reflected on the survey.



NEW MEXICO ASSOCIATION OF REALTORS® PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021



- D. LEASES.** During the Inspection Periods, Buyer may review all leases, subleases, lease guaranties, licenses, and concession agreements (collectively "Existing Leases") affecting the Property. Prior to the Closing, Seller shall obtain an estoppel certificate ("Estoppel Certificate") covering such matters and on a form mutually acceptable to Buyer and Seller from each tenant at the Property. Seller shall use its best efforts to obtain all Estoppel Certificates as soon as possible and in any event on or before the Closing Date. If any Estoppel Certificate cannot be obtained in a timely manner, Seller shall promptly give notice to Buyer of Seller's failure to obtain such Estoppel Certificate; and, in such event, Buyer, within N/A days after notice is given, may terminate this Agreement and have the Earnest Money, including accrued interest, delivered to Buyer.
- E. ENVIRONMENTAL SITE ASSESSMENT.** The Environmental Site Assessment of the Property shall be obtained by the party set forth in Paragraph 16 at such party's expense, within 30 days of the Date of Agreement. The site assessment of the Property shall be of the type specified above and shall be performed in a manner consistent with the standards created by American Society for Testing and Materials Standards.
- F. SOIL AND DRAINAGE INSPECTION.** Buyer, at Buyer's election and expenses, may obtain soil and drainage inspections and tests concerning the Property.
- 8. BUYER'S ENTRY.** Buyer shall be responsible for all costs, expenses, liabilities and damages incurred by Seller as a result of Buyer's entry onto the Property prior to the Closing. Buyer shall return the Property to the condition it was in prior to any entry, test and/or inspection by Buyer. All inspections and tests conducted by Buyer regarding the Property shall be promptly paid for by Buyer. Buyer indemnifies and agrees to defend Seller and the Property from any and all claims, liabilities, liens, losses, expenses (including reasonable attorneys' fees and costs), and/or damages arising out of or related to any such entry, inspections and/or tests by Buyer, its agents, contractors and employees, in connection with this Agreement.
- 9. BUYER'S OBJECTION.** Prior to the end of the Inspection Period, Buyer may disapprove the Property in writing; and/or any item related to the Property. In such event, Buyer, at Buyer's election, may either terminate this Agreement or give notice to Seller requesting that Seller cure the items disapproved by Buyer. Seller shall have the obligation, at Seller's expense, to satisfy and remove at or before the Closing all monetary encumbrances disapproved by Buyer. Regarding disapproval by Buyer of items other than monetary encumbrances, within 3 days of Buyer's notice requesting Seller's cure, Seller shall provide notice to Buyer of Seller's proposed cure and the time period necessary for Seller to effectuate the cure. Upon receipt of the response from Seller, Buyer shall within 3 days elect to either terminate this Agreement or accept Seller's proposed cure. If Buyer elects to terminate this Agreement, the Earnest Money, shall be delivered to Buyer. If Buyer agrees to Seller's proposed cure, the Closing Date shall be extended, if necessary, consistent with the time period specified for Seller's cure. If Buyer does not disapprove the Property in writing, Buyer shall be deemed to have approved the Property and the Earnest Money shall become non-refundable.
- 10. SELLER'S REPRESENTATIONS AND WARRANTIES.** Except as is expressly disclosed by Seller in accordance with Paragraph 6, Seller, makes the following representations and warranties to Buyer as of the Date of Agreement and as of the Closing Date.
- Representations and warranties made in Subparagraphs A through P are made to the best of Seller's current and actual knowledge:
- A.** Seller is the sole owner of the Property and has the full right, power and authority to sell the Property to Buyer as provided in this Agreement.
 - B.** There are no adverse soil, topography, hydrology, or drainage condition at the Property.
 - C.** There are no hazardous materials, hazardous conditions, toxic substances, asbestos, or contaminated substances, including but not limited to asbestos, lead-based paint and/or PCB transformers at the Property.
 - D.** No governmental or quasi-governmental entity has notified Seller of any action, contemplated action or issue relating to or impacting the Property;

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NEW MEXICO ASSOCIATION OF REALTORS® PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021



- E. The Property has never been used as a dump, landfill or other similar use and the Property has never had an above ground or an underground storage tank located on it.
- F. All information and documents provided by Seller to Buyer regarding the Property are true, correct and complete. Notwithstanding the foregoing, Seller is not providing any representation or warranty to Buyer regarding the sufficiency, accuracy, completeness, or correctness of any information or report prepared by any party other than Seller. Seller does not provide any representation or warranty to Buyer concerning the skill or competency of any third party producing any such information;
- G. There are no unpaid liens or assessments, or items which could result in a lien, related to the Property;
- H. The Property is not subject to any historical Property designation and/or development limitation;
- I. No person other than tenant(s) pursuant to the Existing Leases have any right to possession of the Property;
- J. No work has been performed which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property;
- K. No lawsuit or other claim is pending or threatened against Seller and/or the Property;
- L. No tenant or occupant of the Property is subject to any bankruptcy, receivership, probate or insolvency proceeding;
- M. Seller is not subject to any bankruptcy, receivership, probate or insolvency proceeding;
- N. Seller has not collected any rent or other monies related to the Property for any period after the Closing Date;
- O. Seller will not violate or modify any existing lease or Other Agreement, or create any new lease or Other Agreement affecting the Property, without Buyer's prior written approval;
- P. Seller will not collect any rent or other monies related to the Property for any period after the Closing Date.

Seller's representations and warranties shall survive the Closing.

11. PRORATIONS, ADJUSTMENTS AND TRUST FUNDS. At the Closing, the following shall occur:

- A. **TAXES, ASSESSMENTS, UNPAID EXISTING IMPACT FEES.** Applicable real property taxes shall be prorated through the Closing Date, based upon the latest tax information available to Title Company. Seller shall pay all special assessments, standby charges, prorate charges and other similar charges and/or assessments existing as of the Closing.
- B. **INSURANCE.** All insurance obtained by Seller will terminate on the Closing Date. Buyer is advised to obtain appropriate insurance related to the Property effective as of the Closing Date.
- C. **RENT, SECURITY DEPOSITS, PRE-PAID LEASE PAYMENTS AND RELATED EXPENSES.** All rent and other similar monies, including but not limited to utilities, operating expenses and other "pass-throughs", shall be prorated as of the Closing Date. The parties agree to promptly adjust between themselves outside of the escrow any rents received after the Closing Date. Seller shall pay to Buyer at Closing a pro-rated amount of all pre-paid rent and/or similar monies received by Seller on Existing Leases including, but not limited cell tower, billboard and wind turbine leases. All security deposits pursuant to Existing Leases shall be delivered to Buyer and paid for by Buyer at the Closing.
- D. **LOAN IMPOUNDS.** At the Closing, Seller shall assign to Buyer, and Buyer shall pay for all impounds or trust funds (including but not limited to insurance escrows, tax escrows, and replacement reserves), held by the lender regarding any loan being assumed by Buyer.
- E. **OTHER CHARGES RELATED TO THE PROPERTY.** All other charges related to the Property, including but not limited to utility bills, service contracts, and management fees shall be paid by Seller through the Closing Date. All service contracts, management agreements and other contracts, unless specifically approved and assumed by Buyer in writing at the Closing, shall be terminated by Seller effective as of the Closing Date. Buyer shall pay for all fees incurred in conjunction with the assignment of any service contract, management agreement and/or other contract. Buyer shall be responsible for changing over to Buyer all utilities as of the Closing Date. Utility deposits, if any, shall be assigned to Buyer and be paid for by Buyer at the Closing. Title Company is hereby authorized to retain such monies out of the closing proceeds as are reasonably necessary to pay utility charges which could result in a municipal lien being filed against the Property for any period of time prior to the Closing Date.



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NEW MEXICO ASSOCIATION OF REALTORS® PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021



- 12. MATERIAL CHANGE.** No Material Change, as hereinafter defined, shall have occurred before the Closing with respect to the Property that has not been approved in writing by Buyer. For purposes of this Agreement, "Material Change" shall mean a change in the status of a use, occupancy, tenants, financial condition or physical condition of the Property. In the event of a Material Change, Buyer, at Buyer's election, may terminate this Agreement within 3 days of receiving notice from Seller of such Material Change. If Buyer terminates this Agreement, the Earnest Money and all interest accrued thereon shall be returned to Buyer.
- 13. RISK OF LOSS.** In the event of damage or destruction of all or any portion of the Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction. In such event, Buyer, in its sole discretion, within 3 days of such notice, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of insurance proceeds from Seller or apply insurance proceeds actually received by Seller as of the Closing to the Purchase Price. Prior to the Closing, risk of loss with respect to the Property shall be on Seller. After the Closing, risk of loss with respect to the Property shall be on Buyer.
- 14. CONDEMNATION.** Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Buyer and Seller will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of condemnation proceeds from Seller or apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price.
- 15. CLOSING.** The closing ("Closing") shall occur on the Closing Date. All documents shall be delivered by the respective parties to Title Company to be held in escrow pending the Closing. Each document shall be duly executed and, if the document is to be recorded, duly acknowledged for the Closing.
 - A.** Unless stated otherwise in this Contract, Seller shall deliver the following:
 - i. The Deed, of the type specified above, subject only to the title items not objected to by Buyer during the Inspection Period.
 - ii. An assignment of the Existing Leases.
 - iii. An affidavit executed by Seller providing that Seller is not a "foreign person" as established by Internal Revenue Code Section 1445 or successor statutes.
 - iv. Other applicable closing documents required or specified by this Agreement.
 - v. Closing statement prepared by Title Company for Seller.
 - B.** Unless stated otherwise in this contract for the Closing Buyer shall deliver the following:
 - i. The balance of the Purchase Price.
 - ii. Other applicable closing documents required or specified by this Agreement.
 - iii. Documents, if any, related to Buyer's financing for the Property.
 - iv. Closing Statement prepared by Title Company for Buyer.

As soon after the Closing as is reasonably practicable, Title company shall issue to Buyer a standard New Mexico Owner's Title Insurance Policy, effective as of the Closing Date, in the amount of the Purchase Price, insuring title to the Property vested in Buyer, in a form consistent with the Title commitment, and subject only to exceptions not objected to by Buyer during the Inspection Period.

All documents shall be in a form mutually acceptable to Buyer and Seller. Pro-rations shall be handled at the Closing as set forth in this Agreement.



NEW MEXICO ASSOCIATION OF REALTORS® PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021



16. COSTS TO BE PAID. Buyer or Seller will pay the following marked items:

TITLE COMPANY CLOSING COSTS	Buyer	Seller	Not Required
Closing Fee	xx	xx	
Pro-Rata Data Search			xx
Legal Document Preparation			xx
Special Assessment Search			xx
Buyer Recording Fees	xx		
Seller Recording Fees		xx	
Other:			
Other:			
POLICY PREMIUMS			
Title Commitment		xx	
Standard Owner's Policy		xx	
Mortgagee's Policy			xx
Mortgagee's Policy Endorsements			xx
Other:			
Other:			
MISCELLANEOUS			
Survey (Paragraph 7C)	xx		
Septic System Inspection (NMAR Form No. 2308)			xx
Well Inspection (NMAR Well Information Sheet No. 2307)			xx
Impact Fees			xx
Property Owner Association Fees			xx
Environmental Site Assessment (Paragraph 7E)	xx		
ESCROW/COLLECTION FEES			
Set up			xx
Periodic			xx
Close out			xx
Other:			
Other:			

17. POSSESSION. Possession of the Property (subject to the rights of tenants under the Existing Leases) and keys to the Property shall be delivered by Seller to Buyer at the Closing.



NEW MEXICO ASSOCIATION OF REALTORS® PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021



- 18. DEFAULT AND REMEDIES.** Before exercising any remedy, the non-defaulting party shall give the defaulting party five (5) days written notice specifying the default, and the defaulting party shall be permitted to cure the default in such period. If a default occurs under this Agreement, then this Agreement may be terminated at the option of the non-defaulting party. If the non-defaulting party elects to treat this Agreement as terminated, the Earnest Money and all accrued interest thereon, shall be delivered to the non-defaulting party and the non-defaulting party may pursue any additional remedies available at law, in equity or otherwise. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to specific performance. Buyer and Seller acknowledge and agree that Broker(s) will not in any circumstance be responsible for any breach by either party under this Agreement.
- 19. ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in dispute, litigation, or settlement, the prevailing party of such action including all Brokers involved in the transaction, shall be entitled to an award of reasonable attorneys' fees and court costs.
- 20. DISCLAIMERS.** Buyer acknowledges that it is acquiring the Property based on Buyer's own review and inspection. Buyer is acquiring the Property "AS IS" and "WITH ALL FAULTS". Except as expressly provided in this Agreement, Seller makes no representation, warranty, inducement, promise, agreement or assurance regarding the Property, including but not limited to any warranty or representation as to condition, compliance with laws, zoning, water, soil, access size, marketability, value, future value, utilities, occupancy, or otherwise. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Buyer acknowledges that it is not relying upon any representation or warranty by any Broker.
- 21. REAL ESTATE BROKERS.** The parties acknowledge that the Broker(s) are the procuring cause of this Agreement. The parties acknowledge that the specific relationship(s) of Buyer and Seller with such Broker(s) has been established pursuant to separate written agreement. This Agreement shall serve as an irrevocable instruction to Title Company to pay such real estate brokerage fee, including applicable Gross Receipts Tax thereon, to Broker(s) from the Closing. Other than Seller's obligations to the Broker(s) as set forth above, Buyer and Seller represent to each other that they have had no dealings with any other broker, or agent, and that no person or entity, other than the Broker(s) has any claim for a fee or commission in conjunction with the sale covered by this Agreement. Each party indemnifies and agrees to defend the other party from any and all costs and liabilities arising from any breach of any representation contained in this paragraph.
- 22. BROKER'S COMPENSATION.** ~~10% OFFER~~
- ☒ A. Listing Broker to be paid per Listing Agreement; Selling Broker(s) to be paid per offer of compensation made through Multiple Listing Service.
- ☐ B. Listing Broker to be paid at closing a compensation of _____% plus applicable New Mexico Gross Receipts Tax to be paid by _____. Selling Broker to be paid at closing a sales compensation of _____% plus applicable New Mexico Gross Receipts Tax to be paid by _____. Other instructions: _____
- 23. FURTHER ACTION.** Buyer and Seller agree to take such other and further action, and execute such additional documents, as are reasonably necessary to consummate the sale pursuant to this Agreement or which are reasonably required by the Title Company in conjunction with the Closing.
- 24. BACK UP OFFERS.** Buyer agrees that until such time as Buyer has approved the condition of the Property or waived any contingency of Buyer set forth in this Agreement, Seller may solicit and/or accept back-up offers to purchase the Property.



NEW MEXICO ASSOCIATION OF REALTORS® PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021



- 25. NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and may be either personally delivered, sent by recognized overnight courier (for next day delivery) or mailed, postage prepaid, or by any method where there is evidence of receipt addressed to the parties and the Brokers at their respective addresses set forth in this Agreement. If any notice is personally delivered, it shall be deemed given upon delivery. If any notice is sent by recognized overnight courier, it shall be deemed given upon delivery by the courier. If any notice is mailed, it shall be deemed given three (3) business days after deposit in the United States mail. A party may change its address for notices by sending a notice to the other party pursuant to the terms of this Paragraph. FACSIMILE AND EMAIL COMMUNICATIONS MAY NOT BE USED FOR NOTICES PURSUANT TO THIS AGREEMENT.
- 26. AUTHORITY.** Each party signing this Agreement represents and warrants to the other party that it has full legal power, authority and right to execute, deliver and perform the obligations under this Agreement. Each party represents and warrants to the other party that the transactions contemplated by this Agreement and each person signing this Agreement and/or any document at the Closing has been duly authorized by all requisite action and that no remaining action or third-party consent is required. If Seller is an entity, Seller represents and warrants to Buyer that it is duly formed, validly existing and in good standing under the laws of the State of its organization (as set forth in Paragraph 1) and qualified to do business in New Mexico. If Buyer is an entity, Buyer represents and warrants to Seller that it is duly formed, validly existing and in good standing under the laws of the State of its organization (as set forth in Paragraph 1) and qualified to do business in New Mexico.
- 27. AMENDMENT.** This Agreement cannot be amended except as agreed to in writing by the parties.
- 28. INVALIDITY.** If any provision of this Agreement is determined to be invalid, ineffective, inoperative, unenforceable, or contrary to law, all of the remaining provisions of this Agreement shall remain in full force and effect.
- 29. CONFIDENTIALITY.** Buyer and Seller agree that at all times after the Date of Agreement and prior to the Closing, unless consented to in writing by the other party or required by law, no party shall issue a press release or other public disclosure concerning the pending sale of the Property. Buyer and Seller agree to notify their employees, agents, contractors and Broker(s) involved in the sale of this confidentiality provision. No memorandum or other document referencing this Agreement shall be recorded.
- 30. ATTORNEY REVIEW.** Buyer and Seller each acknowledge and agree that this Agreement is a legally binding document and that each party has had a full opportunity to have its respective attorney review, revise and negotiate this Agreement. Consequently, neither party shall be deemed to have had the responsibility of drafting this Agreement if this Agreement at any time is construed or interpreted.
- 31. GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 32. WAIVER.** No waiver or failure by any party to enforce any breach of this Agreement shall be considered to be a waiver of any subsequent breach, regardless of the time, nature or form of the subsequent breach. All waivers must be in writing to be effective.



NEW MEXICO ASSOCIATION OF REALTORS®



PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021

33. **ENTIRE AGREEMENT.** This Agreement (including all exhibits and addenda) and the Property Disclosure Statement covering the Property constitute a fully integrated document and represent the entire understanding and agreement between Buyer and Seller regarding the Property. All prior discussions, events, or representations, warranties and agreements regarding the Property are hereby superseded and replaced by this Agreement. The parties to this Agreement affirm that the terms and provisions of this Agreement accurately reflect their intent. All exhibits and addenda to this Agreement are incorporated into this Agreement as operative provisions.
34. **TIME OF THE ESSENCE.** Time is of the essence under this Agreement.
35. **CAPTIONS AND DEFINED TERMS.** The headings and captions contained in this Agreement are for convenience and reference purposes only and shall not define, limit or otherwise affect the terms and conditions of this Agreement. Capitalized words shall have the definition specified in this Agreement, including the definitions set forth in the "Terms" Paragraph.
36. **SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
37. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties ☒ do ☐ do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
38. **ASSIGNMENT.** Buyer ☒ may ☐ may not sell, assign or transfer the Buyer's rights or obligations under this Agreement, or any interest herein.
39. **MULTIPLE BUYERS.** Each Buyer to this Agreement is jointly and severally liable for all obligations under this Agreement. In the event any buyer should be unable to perform under this Agreement (due to death or incapacity), the remaining Buyer(s) shall continue to be obligated under this Agreement.
40. **DURATION.** If this Agreement is not fully executed by both Buyer and Seller on or before the Offer Expiration Date, the offer evidenced by this partially executed document shall be automatically withdrawn. In such event, all Earnest Money that already has been deposited with the Title Company, and all accrued interest, shall be delivered to Buyer.
41. **COUNTERPARTS.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one (1) document.
42. **FOREIGN SELLERS.** The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) requires buyers who purchase real property from foreign sellers to withhold fifteen percent (15%) of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (IRS). In the event the seller(s) is NOT a foreign person, FIRPTA requires the buyer to obtain proof of the seller's non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to NMAR Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property.

Prior to or at closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) OR a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold fifteen percent (15%) of the amount realized from the sale of the Property for remittance to the IRS.



NEW MEXICO ASSOCIATION OF REALTORS® PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021



WIRE FRAUD ALERT: Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails look legitimate, but they are not. Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should not send personal information such as social security numbers, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient.

Buyer _____

OFFER BY BUYER

Buyer acknowledges that Buyer has read the entire Purchase Agreement and understands the provisions thereof.

Authentisign
City of Alamogordo

06/13/2022

1:02 PM

Buyer Signature

Date

Time

Buyer Signature

Date

Time

City of Alamogordo

bcesar@ci.alamogordo.nm.us

Buyer Name (Print)

Email Address

Buyer Name (Print)

Email Address

1376 E. 9th Street

Alamogordo

NM

88310

Buyer Address

City

State

Zip Code

575-439-4324

Buyer Home Phone

Buyer Cell Phone

Buyer Business Phone

Buyer Fax



NEW MEXICO ASSOCIATION OF REALTORS® PURCHASE AGREEMENT – COMMERCIAL VACANT LAND – 2021



**Seller acknowledges that Seller has read the entire Purchase Agreement and understands the provisions thereof.
Seller (select one):**

☒ **SELLER ACCEPTS** this Offer and agrees to sell the Property for the price and on the terms and conditions specified in this Agreement.

Seller Signature		<u>SELLER</u>		10/21/22 9:00 PM Date Time	
Seller Signature		Date		Time	
Robert M. Doughty, Chairman, Leadership Board Grace Unit		rmdlaw48@gmail.com			
Seller Name (Print)		Email Address			
Seller Name (Print)		Email Address			
916 16th St.		Alamogordo		NM	88310
Seller Address		City		State	Zip Code
Seller Home Phone		Seller Cell Phone		Seller Business Phone	
Seller Home Phone		Seller Cell Phone		Seller Fax	

☐ **SELLER REJECTS & SUBMITS** a Counteroffer (NMAR Form 5102).

☐ **SELLER REJECTS & SUBMITS** an Invitation to Offer (NMAR Form 5103).

IF SELLER IS REJECTING THIS OFFER AND SUBMITTING A COUNTEROFFER, OR IS REJECTING THIS OFFER AND SUBMITTING AN INVITATION TO OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT, BUT SHOULD INITIAL ALL PAGES.

INITIAL HERE: SELLER _____

☐ **SELLER REJECTS** this offer.

IF SELLER IS REJECTING THIS OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT AND DOES NOT NEED TO INITIAL ANY/ALL PAGES.

INITIAL HERE: SELLER _____