

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION SPECIAL MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
MAY 17, 2016**

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

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

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Rich Merrick commented on the following:

Mr. Merrick said he felt everyone understood what Commissioner Baldwin asked for in his motion at the last meeting. He said there had been a break in trust by changing the RFP, and he said the Commission had been ignored.

Melody Rayhart commented on the following:

Ms. Rayhart asked Dr. Straface how he would have felt if as a superintendent, his teachers or students went behind his decision. He said he wanted to make a statement later in the meeting.

Rick Wilson commented on the following:

Mr. Wilson felt the way the RFP was changed put the Family Fun Center project back to square one. The new RFP requirements put his company out of the running to bid. He said he had been lied to by City Staff from the very beginning.

Beth Crabbe commented on the following:

She read the City of Alamogordo Mission Statement and then remarked that actions of the Interim City Manager and the City Attorney did not reflect this Mission Statement. She wanted the Family Fun Project done correctly.

NEW BUSINESS

1. Consider, and act upon, directing City Staff to follow the action taken by the City Commission at the April 26, 2016 Regular Meeting regarding Agenda Item 15 – funding for the Family Fun Center. (*Richard Boss, Mayor*)

Mayor Boss said that at the April 26th Commission meeting they spent a great deal of time on the Family Fun Center (FFC) and after a lengthy discussion with Commission, City Management and the Citizens a decision by the Commission was made on how to move forward. He stated the direction made by the Commission to Management was clear and this was the record of their direction - Commissioner Baldwin moved to go back to the two qualified bidders, go to the original RFP, and do this in 30 days. He said Commissioner Turnbull seconded the motion and the motion carried with a vote of 5-2-0, with Mayor Pro-Tem Hernandez and Commissioner Sikes voting nay. He didn't believe there was room for misinterpretation for the action. He said he called a Special Meeting of the Commission to find out why Management appeared to go in a different direction than the Commission's direction. He

asked for comments from the Commission and asked Interim City Manager Straface to explain the direction he took on this issue.

Commissioner Baldwin said it was his motion, and he believed this issue was a very delicate matter. He said he did the research and when he made the motion, it was his/their fault for not being a little more specific in some particular things. He said if they were going back to the original request knowing that they did discuss an independent person to judge the RFP's, then they didn't do their duty either because they knew it would change a little. He stated the argument that it wasn't going to change at all was not an argument they could have because it needed to change in some form. He took some responsibility in that the original motion should have been more specific. He said he wanted to see the Commission do something proactive with this Special Meeting and he hoped to show the public a commitment to things done openly and quickly.

Mayor Boss said he was confused in changing the RFP; it was his understanding they could not make substantial changes to the RFP or it would be a new RFP and not be in accordance with the procurement act. He said they made more than minor changes and this was a completely different document. He stated this was not what he voted for.

Commissioner Baldwin said he had made a comment when he made the motion that his motion was very clear, but he also didn't want people to come to the conclusion that the RFP was not going to be changed at all; there is no way it could have gone back without some changes. He said it was in the minutes that they would have someone independent come in. He said that exact RFP going out was foolish to think it was not going to change.

Commissioner Payne said her issue was that was not the significant changes, and that was not the problem with the RFP. Commissioner Baldwin agreed with her statement. She said her concern was there were significant changes to the RFP that gave the appearance of trying to eliminate one of the bidders. She said she put herself in the public's place, perception was everything and this situation did not look good to her. She was extremely disappointed because she felt they needed to be fair. She said this was not what she voted for.

Commissioner Baldwin said he did not disagree with what Commissioner Payne said.

Commissioner Martin said she was disappointed to have heard about this from a member of the public and felt there was a breakdown in communication. She said when the scoring was changed, it changed the qualifications and they had already qualified them.

Mayor Pro-Tem Hernandez said he would reserve his comment after public comment.

Commissioner Turnbull echoed Commissioner Martin concerning the new RFP, because for her it changed the scoring and this was not what she intended when she seconded the motion.

Interim City Manager Straface addressed the Commission. He said he really believed they should be operating with an assumption of positive intent. He didn't believe any of them, including himself, members of the audience, the critics, the staff, or the Commission got out of bed in the morning with the intention of messing up the City. He said they say that they wanted to do the very best they could for the City; they may not always agree on approaches and have made mistakes, but they want what is best. He stated they all wanted the Family Fun Center to be built. He said it was accurate, on the meeting of April 26th, the Commission passed a resolution stating "go back to the two qualified bidders, go back to the original RFP, and do this in 30 days." He wanted them to reflect back to their discussion prior to the motion. Prior to the motion he stated several times that their intent was to move to a design/bid concept, and never did he mention management or operations of the Fun Center. He said when the motion was made he should have clarified the motion and asked Commissioner Baldwin the intent of the motion. He stated he assumed they were on the same page, he was wrong, and apologized; he would never be intentionally insubordinate to the direction of the Commission. He said

this last week he had several conversations with some commissioners, City Attorney Thies, and the Mayor about what could they do to rectify the situation and they prepared an addendum to the RFP that they would bring before the Commission tonight. He said it would modify the RFP that was sent to the two contractors two weeks ago, it would eliminate the language that appeared to some to be unfair and would focus on design/build and not on operations and management, as they would be a separate RFP set at a later date which was his original intent. He stated they would adjust the available points to ensure fairness, that both contractors would have a shot at the bid, and it would identify a third party to score the two proposals. He pointed out the packet the commission had in front of them described that party. He added it would adjust the timeline by one week and all of these things could be adjusted according to the Commission. He apologized for his error and accepted the responsibility; he stated it was not intentional. He said in reference to the question he was asked by Ms. Rayhart, he would have felt like she had. He said he would wait for the direction of the Commission and his intent was to follow their direction. He asked City Attorney Thies to explain the Addendum.

City Attorney Thies stated he would be more than willing to answer any questions regarding the change to the RP and the reasons for it.

Commissioner Martin asked if they could have some time to look over the handout (see agenda for handout). City Attorney Thies said he would walk them through the handout. Commissioner Martin said given everything that had happened she wanted to read it herself. Mayor Boss said it took him some time to digest it and told City Attorney Thies they would need more time to read it.

City Attorney Thies said he understood that and wanted to touch on the Addendum with them. He said as Interim City Manager Straface indicated this was issued as an Addendum to the two designed contractors that were prequalified. He said it would go out as early as tomorrow. If the Commission wanted some time to read though it and submit some comments to it, they could wait a couple of days but it would not change the timetable that was proposed in the Addendum. The timetable, he added would have the award coming back to the Commission on June 28th. He said there was some discussion about an independent party to evaluate the proposals and what this Addendum would do. He showed them a brochure from Dynamic Designs and explained they were an architectural firm located in Michigan (see agenda for brochure). He said what they would be doing with the Addendum was the scoring mechanism would stay the same - there would be 400 points for four different criteria, 100 points for each criteria and 600 points for the price. He said 600 points for the price if there is no management/operate would be consistent with our design/build ordinance. It said there was supposed to be upwards to 60 percent of the available points should be designated a price. He said that was not structured that way in the RFP because of the operate/management component of the RFP. He mentioned what they could do was have the two design contractors submit their original proposals and what they would be doing was submitting the response they submitted to the RFQ, that was the first step of the design build process. He said they would also be providing the individual with the material they submitted in step two of the RFP and they could submit any additional information they felt was appropriate for this individual to review. He said in the Addendum they would have until June 14th to submit both proposals. Since they would be submitting part in electronic version they would immediately forward those to the individual to start the review process; the individual's name was Howard Ellman. Mr. Ellman would then come down a week later on June 22nd and allow the design contractors and anyone else they wanted, to sit down with him for two hours and interview the two parties separately. After the interviews, Mr. Ellman would leave and finish the scoring of the proposals, and have the scoring results to the City the following Friday, the 24th. He said it would be in time for them to make the award on the following Tuesday night at the regular scheduled Commission meeting on June 28th. He stated that as for the criteria Mr. Ellman would be looking at, the cost would be scored administratively and there was 600 points allocated to that, the lowest price would get the full 600 points and divide the highest price into the lowest price, come up with the percentage, that percentage would be applied, multiplied to against 600 points and that's the number of points the other design contractor would receive for the price. He said what they did not have but did have in the amended RFP, was a change in the maximum price grantee. Because of the direction of the Commission, in order for this matter to come back before them as soon as practical that had to be changed. He asked

them to recall some of his prior comments indicated that the design/build process was a process where once they selected the design builder, they would start a process of negotiations until they reached an agreement on the price. His interpretation of Commission direction was they no longer wanted to engage in that process and that was one of the reasons for the modification to the RFP. He said when they submit the price, they are going to honor that price; the amended RFP was very clear that the price would be taken at face value. He said there were some additional attachments to the amended RFP due to the fact there were some questions about if certain equipment was included in their proposal. He stated now each of those individuals must identify the equipment that was going to be in their proposal and any equipment they will not include in their price proposal. He said the same with furnishings; they must identify the furnishings they were including in their price proposal and the furnishings they were not including in the price proposal. He said what that gives them, the staff and Mr. Ellman, was the ability to look and equalize that out. For example, if both of them submit a proposal for \$5.9 million where one indicated they were needing equipment for \$300,000 - why should they give them equal amount of points. He said you pull out the \$300,000 from the other proposal, if you identify a price for that equipment as being \$300,000, and then compare. So what they were trying to do was compare prices to prices, apples to apples prospectively - put every one on the same playing field. He said they would be scored administratively and the other four criteria, each of which were given 100 points, to include the overall experience, qualifications and performance, and previous projects. He said the wording goes back to the original RFP. City Attorney Thies said he understood the objection to the amended RFP and the reason for that was they were looking at a concrete price when they submit their proposal. Prior experience of these individuals building commercial structures and hopefully building bowling centers was very important. The more experience they had in commercial construction and bowling centers, the more likely the price they gave them was a good price. He said there was a change in the criteria for their experience in commercial construction, and bowling center experience was given more points. He said it still was about 200 points, 20 percent of the total 1,000. The initial criteria in the Addendum for the overall experience qualifications and performance would go back to the original language. They were relying now on an individual with significant experience in building Family Fun Centers to make that determination of how experienced and capable these contractors were to build the facility for \$5.9 million. He said Mr. Ellman would assign upwards to 100 points to each of these individuals. Mr. Thies asked for some criteria or guidelines for Mr. Ellman - break down into 20 point increments and he would use those guidelines set forth in the Addendum for deciding how much score or how many points to give each of these individuals under that criteria. He said the next criteria was the conceptual submittal - if these individuals decide to submit the exact same documentation they submitted for the prior RFP, that was permissible. If they wanted to supplement it, that was permissible; what ever they submit will be given to this individual and anything else they want him to consider. He said the language was extremely broad in this Addendum. If Mr. Ellman thought it necessary to get additional information from either of these individuals he would have the ability to go through their purchasing office and ask the purchasing officer to contact those individuals so they could provide the information. He said to make it fair, if we receive inquiries they would be relayed to the other parties so they know what was being done. So for the conceptual submittal, it's up to them if they want to submit the exact same documentation or if they want to amend it, and the design consultant would have the ability to contact them and ask for additional information so he could better understand what they were proposing.

City Attorney Thies said quality was where this independent individual plays an important role. Mr. Ellman will interview them to see which of these individuals was providing them with the best quality product. The objective was to get something built of quality they could be proud of and will last for a very long time. He said the criteria for the scoring of this were broken down into increments of 20 points and it talks about the expected quality and acceptable level of quality. He advised the Commission to read through it and get a hold of him as soon as possible if they had any comments.

City Attorney Thies said the last area worth 100 points was the management plan for constructing the project. He said this was another important area in which they were going to rely on this individual to make a determination and recommendation on whether these individuals are able to build the project or if the management was going to be chaotic. That was based on their submittals and that had been

modified from the prior one. He said the design consultant would have two hours to interview them about how they would handle and manage this project. He stated the ultimate objective was to have a quality product when the deed was turned over to us. That covered the highlights of the Addendum and he asked that they review and make comments to it. The schedule set up in the amended RFP would not change; they would report back to the Commission of who the highest scorer was on June 28th and make the recommendation for them to award the contract to that individual. If it was awarded that night, they would contact that individual and tell them they need their payment, performance bonds, and insurance information. Once they provided that and executed the contract, they would give notice to proceed and hopefully they could have a design work started within a week from June 28th.

Mayor Boss told City Attorney Thies he suspected this was spinning in a lot of their heads. He thought that was the third or fourth evaluation process counting the original RFP evaluation; the first was to involve the Commissioners and he and other Commissioners refused to do that. He said he was the one that suggested hiring a qualified architect that had designed Family Fun Centers. He mentioned there was no way to digest this tonight, because there had been too much data thrown at them. He stated he could not make a decision tonight.

City Attorney Thies said it was going to push those individuals because the deadline to submit was June 14th and final questions would be May 31st. Conceivably he could come back with this item on the agenda for next Tuesday night and if it met with their approval, direction would be to send it out the door the following day. He said that was not the schedule he preferred; he wanted these individuals to have the Addendum as soon as possible so they could start working on it and get any questions to the purchasing department, and allow us to develop answers to the questions in order to keep the project moving forward.

Mayor Boss said if they make the changes to the RFP, even amend it by including the new evaluation process, there was still one bidder that stated if the management operation portion of the RFP was pulled they would not bid on it. If that happened they would have only one bidder have to start all over.

City Attorney Thies answered, that was a decision they would make on June 28th. If one of the individuals opted not to submit a proposal in response to the amended RFP or the amended RDP with the Addendum, they would have to report that to the Commission on June 28th. Assuming the other individual submitted a proposal, that would be the Commission's decision if they wanted to proceed. He commented about the management/operate component. If that was included there was no way that we could make a recommendation on June 28th. He said both of the individuals made significant changes, counter proposals to the original lease agreement that was included with the original RFP, and that would require us to sit down to begin a process of negotiating with the individuals. He said he did not know how long the negotiating would last and given the extent of those changes, it could be lengthy. He said they would then have to make a decision if they would be awarding the design/build part of the contract and get this project moving forward, and continue to negotiate with the selected individual in an attempt to reach an agreement with him. The RFP was structured so they could say they were going another direction on maintain/operate. He said if we do what he understood was the intent of the Commission, we would go out for a separate RFP for management/operate. Their plan was to put that out as soon as they have someone under contract for the design/build process to get someone selected as early on in the construction process, so that they could go out there and make their own observations. He said they can't change it unless the City executed a change order; they can't change what is being built by the selected contractor but they could be out there to observe, make comments and bring the comments back to them.

Mayor Boss asked City Attorney Thies if he mentioned negotiating with the bidders. City Attorney City Attorney Thies answered on the operate/maintain part of it. Mayor Boss asked if he was saying send the original RFP back out and then negotiate with the bidder.

City Attorney Thies said there were these issues with sending out the original RFP as it was sent out originally; only one of these parties was scored and the other party was rejected as being non-

responsive. He said normally the scoring process was confidential and distributed to five individuals in the City who were involved with construction projects. They would score and turn the scoring back to the purchasing officer and she would tally those scores. Then everyone would know what the scores were. He said they would know what the other contractor's score was and couldn't claim that it was biased. They could easily structure their scoring so they knew what contractor would get the award and that was one of the reasons the scoring criteria was changed. City Attorney Thies said one of the reasons they wanted the Commission to do it was because the staff, given what was going on, didn't want to touch this process. He understood that was the staff's job, but they had seen the criticism that Dr. Straface and he had been subject to and they didn't want to get in the crosshairs.

Commissioner Payne asked if the original RFP design/build/manage was right. Commissioner Baldwin said operate. She said the original RFP design/build/operate was \$6 million. City Attorney Thies said \$5.9 million, and then told her the actual RP was design/build/manage/operate/finance. She said she was asking because she had listened to the audio and she remembered there was a part where Mr. Oliver talked about the committee who had done the research and they figured out the only way they could have done this was to do a design/build/operate. She asked if anyone else remembered that. Commissioner Martin said she did. Commissioner Payne was trying to figure out another way they could do that for under \$6 million.

City Attorney Thies said the price in the amended RFP said \$5.9 million. He stated the original lease agreement included with the first RFP essentially said that if you wanted to operate and manage this facility, don't look to the City for any source for revenue; you had to make it on your own. He said neither of the responses found that acceptable and they countered with varying degrees of responses. He said that was how it was going to work for \$5.9 million because if there was a loss at the facility in year one, two, or three, they were going to have to absorb that. They would not be able to come back against the City and ask for additional money. He said in addition there were provisions in the original lease agreement that allowed the City the opportunity to look over their shoulder and make sure they were maintaining the facility. He said in a worse case scenario they would have the facility back in 24 to 36 months. The City did not want to inherit a facility that had been inadequately maintained, and would have to invest a fair amount of money just to get it back to the standard that they wanted. He stated that was not accepted by either one of the parties. He said there were provisions that would allow the City to review their price structure and neither of the parties was receptive to that. He said the City monitors the Golf Course every year and comes before the Commission to request approval for increases in fees; if they didn't have that ability he was sure they would hear about it if those costs were to get out of control.

Commissioner Payne asked City Attorney Thies if he was saying they didn't want it in the original. He answered it was a rather lengthy lease and stated if anyone on the Commission wanted a copy of the lease to stop by his office and he would give them a copy. He stated the original lease agreement that he drafted was included with the RFP. Normally, when we include a contract with the RFP or RFQ, you tell the individuals that if they object to any provisions in this contract, in this case a lease agreement, they should notify the City of their objection of proposal alternative language. He said the lease was structured and drafted to protect the interests of the City, and both of the design builders rejected the lease in its entirety. He said that is any commissioners disagreed, to come by his office and he would give them a copy so they could read it and make their own determination whether they were structuring in their interest or not.

Mayor Boss asked if they are making all of those changes to the original, he couldn't understand that this was not a change that would have to go back through the procurement process. It seemed to him they would need to send everything back exactly like it was sent out.

City Attorney Thies asked if they recalled when they had their lengthy discussion at the prior meeting when the motion was taken. There was discussion about the original design/build process being a stage process. In stage one there had been four parties submit responses to request of statement of interest and responses to request for qualifications. One of the parties was untimely and they were sent

back. Phase two was the original RFP and after receiving the original RFP one of the three parties, Brunswick, contacted the City to say they were withdrawing from any further consideration. That left the two design builders. We accepted their proposals - one was scored and one was rejected as being nonresponsive. He said when the action was brought to the Commission in December, the Commission voted to reject all proposals. That put them back at prior to submitting the Phase Two RFP and it gave them flexibility to go back to the two design contractors and have them submit modified or new proposals. He said we would not have to back out and request statements of interest or request qualifications from other parties because we took a step back after Phase One and prior to Phase Two; that is where we are. It gave them the flexibility to go back to those individuals and say let's try it again with the new RFP.

Mayor Boss asked City Attorney Thies if he felt confident there wouldn't be any litigation against the City as a result of doing that. He answered he couldn't guarantee there would not be litigation. What he sought to do was minimize the litigation, and the worst type of litigation was the litigation that could stop the project its tracks. City Attorney Thies felt very comfortable that the process was not going to allow either of the two individuals or someone from the outside to stop the process its tracks.

Josh Rardin made the following comments:

Mr. Rardin was surprised they were talking about the FFC again. Mr. Sanchez had blown it up and stated he spoke to other men in the audience on how the RFP changed significantly after the last meeting. He didn't understand why City staff couldn't go back to Dennis and Rick so they could give them their proposals again and do it in 30 days. He said when he and the committee got together, they decided to do the design/build/operate/maintain version of that so the management people could have some say in the design of the facility. Thus they could have it built and be run as efficiently as possible. He asked City Attorney Thies if the Mesa Verde land donation reverted back to the owners at the end of this year.

City Attorney Thies said the agreement they had with the donators of the property was the City was to start construction by the end of the year. He stated the schedule the Commission had been given, assuming they get good schedules from both of the parties, would have construction starting at that site long before the end of this particular calendar year. They were probably looking at starting construction and moving dirt shortly after they award the contract. He said if they move dirt, they have started the project and complied with the donation agreement.

Mr. Rardin said the reason he asked was it appeared to him as a citizen that they were trying to hold the project up till they get to that point so they could kill it. He said the reason Brunswick dropped out of the RFP originally was because of the language in the RFP; they were scared to bid because it was too complicated. He said Brunswick was scored and did a presentation prior to bowing out. He suggested they should do the presentations before the Commission so they could see the quality even if they have a third party to score it. He said it was important and they need to get this right.

Barbara Coble made the following comments:

Ms. Coble stated her husband and she own, run and operate Coble Constructors, a local company that has operated in Otero County for almost 30 years. She said in those years, unfortunately, they have watched what they believed was Alamogordo's economy dwindling verses growing. They have worked for both of the qualified contractors and these are local home grown companies who have exemplary records for the work they have done, not only here in Alamogordo, but across this state. She said there was no reason to look elsewhere, because they were qualified and could meet their RFP requirements and most importantly could build it for under the \$6 million bond cap. She stated not only were they qualified, but they were local. She asked that the money stay home and local, and that they should be given preference especially on a local tax payer funded project. Local contractors have local employees and use local subcontractors and local suppliers; that meant the majority of the \$5.9 million would be spent locally. She asked what the Commissioners were thinking to discount this local element. Who were they benefiting by this two year delay and desire to ship this money elsewhere. The citizens, your bosses, spoke with their vote and you did not discount their vote when they elected you so why were

you discounting their vote on this project? She asked why the RFP was changed when the Commission overwhelmingly directed the city manager to send the original RFP back out to qualified contractors, give them time to tweak it and make a choice to get this project going for the City. She said in their experience as contractors, when they gave a proposal for a project they were guaranteeing with their performance in payment bond that they would complete the project for that contract price. In the 30 years they had been in business, they had never initiated a change order to increase or decrease their proposal cost from the original bid; that only happened when the owner requested something be added, deleted or changed. She said the commission and city manager told the contractors what they wanted and how much they had to spend. If they could not build it for that, they would not risk their reputation or their bonding capability for one project. She said her point was to encourage them to think of their citizens and give them something to do so they would stop spending their money in Las Cruces or El Paso and spend it here. She asked them to remember the old movie Field of Dreams - if you build it they will come. Let's make Alamogordo a destination, not a drive by.

Commissioner Baldwin said in reference to whether they could accept the addendums to the proposal, he saw the conversation they had with the public and themselves was several items in the RFP went out that were unacceptable. He said it was their job right now to discuss what those items were, make a list and say what they wanted and didn't want. He stated it was ridiculous to think the RFP was not going to change and that had been proven in the last hour of conversation. He said it had to change somehow, it couldn't just go back out. He stated they were all under the impression they were going to have somebody independent grade this, which meant the RFP was going to change. What they had in front of them was a list of things put together that could potentially go in it or not go in it, and he had no problem hashing it out tonight so it was all out on the table. He asked what was in the RFP that they did not want and whatever the situation put in there, they had a duty to make sure that was taken out and the right stuff was in. He said they needed to be very specific in order to not tailor this RFP to one contractor or the other. One of the complaints was they changed the RFP to exclude a vendor and he wanted them to be very cautious they don't do this; it would not be beneficial for one or the other. He said they need to make sure it was fair for both White Sands Construction and Rick and his company. Mayor Boss asked Commissioner Baldwin if he thought they could do this tonight since they didn't have a copy of the RFP. Commissioner Baldwin answered he had a copy of the RFP.

Commissioner Baldwin stated that was his exact point but they needed to discuss it and do it right then. She asked why they couldn't put it back to the original RFP and add the items he talked about. Commissioner Baldwin asked if they needed time to review the items. Last time they thought they had a pretty clear course of action, but was there something in the addendum like Mayor Boss's concern that might not fit properly or exclude one contractor or another. Mayor Boss told Commissioner Baldwin he was not comfortable with making the decision tonight and making the changes.

Mayor Pro-Tem Hernandez asked if they could set up a time frame for the next meeting or the one after. Commissioner Baldwin said it was up to the Commission, he was ready to move forward right then because it was a touchy subject. Commissioner Baldwin said they had already heard some of the displeasure in some of the things. (He asked Dennis Crimmins in the audience to give him a second to finish and if Mayor Boss lets him speak, he had no objection to it) Commissioner Baldwin said they had already heard some things in the new RFP that should not have been. If they took those things out and added the addendum, especially the criteria for the evaluation of proposals, Commissioner Baldwin thought they could move forward. He was tired of putting off another week, two or three weeks and he had cleared his schedule for the evening. Commissioner Payne she had too, she had another board meeting to go to. She was confused about this addendum verses the original RFP. She said she sort of heard what Stephen said.

Commissioner Baldwin said he had three things written down. Commissioner Payne stated it was a little hard when she didn't have the original RFP in front of her. Mayor Boss asked if they were changing the changes.

Commissioner Baldwin's concern was they not tailor this to one contractor and be fair to both, but they had heard there had been a scoring issue with the RFP that just went out which gave 200 points. Mayor Pro-Tem Hernandez said 100 points. Commissioner Payne said what she was asking was RFP 2015-006. Commissioner Baldwin said the original. Commissioner Payne asked what the significant difference was between the new addendum they were given that night and the original RFP 2015-006.

Commissioner Baldwin said the Addendum was just a reference to the evaluation. Commissioner Payne interrupted him to say she understood that but what was the significant difference in the evaluation.

City Attorney Thies the six criteria of the original RFP: project staffing, labor capability, revival staffing, sources, reliable project staffing that was a requirement of the original RFQ. They carried it over and essentially resubmitted the documentation they submitted in response to the RFQ. That has been pulled out. He said the most objectionable change to the amended RFP dealt with number two- past performance, documented record of performance of the team on projects of similar nature relative to budget in schedule, quality of work and customers satisfaction, compliance with applicable laws and regulations and safety record. He said the change to that particular provision was what he understood to be the most objectionable change to the amended RFP. He stated he had gone back to the original language with the exception of some items they were supposed to address, including information on their prior projects, explain project difficulties, and attach contractor's final application for payment. He said those items were amended because they were relying on their independent design consultant to go into those issues during the two hour interview process. He said they were relying on the individual due to his experience in designing family fun centers/bowling centers to wash those details out and that was why he felt it was not necessary to include it in the addendum. He said other than the four omission bullet point items, the language had gone back to the original RFP. He stated the other change was the management plan for constructing the project. There were additional criteria issues to address by the design contractors and the reason for that was due to how they were restructuring this project. He said by going down the path they had requested, meaning they take their cost proposal and what was essentially a preliminary design of this facility, they had no oversight, no control of the project; they were relying totally on the experience and qualifications of this contractor to get the project done and get it done in a timely manner with as few problems as possible. He said again they were relying on their independent design consultant to go into those issues with a little more detail on what they wanted these companies to be prepared to answer and discuss with the independent design consultant; other than that it was the same four criteria. He explained there were now five criteria because number one was pulled out. Points was moved up to 600 to be consistent with their design/build ordinance; all the other criteria were given 100 points each.

Mayor Pro-Tem Hernandez said he believed they were out of order, because according to the agenda this was to consider, and act upon, directing City Staff to follow the action taken by the City Commission at the April 26, 2016 Regular Meeting regarding Agenda Item 15. He thought they had strayed far away from that, and he believed they needed to get back in order.

Commissioner Baldwin asked Mayor Pro-Tem Hernandez to clarify what he meant. Mayor Pro-Tem Hernandez said they were supposed to consider this exact item and they had gone back to several different points throughout the communication that night. The item was just to consider directing staff on the action taken on April 26th, and they had gone beyond that. Commissioner Baldwin said it was in reference to Agenda Item 15 which was the RFP for the Family Fun Center. Mayor Pro-Tem Hernandez said the Family Fun Center, yes sir; the discussion had gone beyond. Commissioner Martin said the reason was because they were handed this information and they had to take it there. Mayor Pro-Tem Hernandez said there was quite a bit more than that. Commissioner Baldwin said thank you and asked him to steer them back on course.

Mayor Boss said he was confused. Commissioner Martin said she wanted to hear what Mr. Dennis Crimmins had to say.

Dennis Crimmins made the following comments:

Mr. Crimmins stated his company was White Sands Construction and he was also confused because as Mayor Pro-Tem Hernandez said they gave staff a directive in the last meeting he was at; to put out the RFP in the original format that was given to them to start with. He said the changes would benefit his company. He was not here to take any type of benefit and try to sway a contract for White Sands Construction; he would bid against anyone anytime and do it fairly. All he wanted was a fair chance. He said this kept being dragged out, and gave the example that because they had postponed it since they tried to do this in December, their New Mexico wage rates had gone up ten percent and ten percent was a major deal. He said the other item that changed was being able to use reclaimed equipment. His company used the second largest bowling equipment company in the world and they had sent a letter explaining that this was what was done in probably 80 percent of the places around the county and it was better equipment. He said they were directed to use new equipment, which was another \$175,000 on top of the bid. It did say they could use refurbished equipment that's three years old; if you had to refurbish equipment that was three years old you don't want that equipment to start with. Bottom line nobody rebuilt equipment in three years unless it was from China and there was a lot of that in this market. He said they needed to get the RFP in time to give them a reasonable price and every time they delay it and change things, they couldn't do that. All they asked for was the original RFP to bid off of. He stated after the bid was awarded or the bid in negotiating stages before it was awarded, they could do all these amendments, addendums and everything else after the bid was done. He pointed out the longer they put this off, the more money it was costing, and it was already super tight with no leeway. He said they were hoping when they started this to work with the City, whoever the bidder was, to work with the City in cooperation to be able to do value engineering, figure out ways to get it built kind of like on a beer budget verses champagne, and try to get the City something they would be very proud off. Now he believed whoever got the contract would have to fight with the City the whole way through it. He said they had to take that into consideration, too, and he asked them to go back and do what they said they were going to do, put it back as an RFP, the original RFP, and if you have problems with it you can negotiate. That was what a design/build job was for, to get on board, work it out to get the best quality you could with the specs that were shown, and then work together for a fair price. He said at this rate they were pushing them in the corner where this bid was going to come in considerably higher just because of the things that were added to it.

Commissioner Payne asked if she could ask Mr. Crimmins a question. Mayor Boss told her to go ahead. Commissioner Baldwin warned Commissioner Payne that as a potential bidder, he would be very cautious of the question.

Commissioner Payne responded she just wanted clarification of what he just said. She asked Mr. Crimmins to clarify the design/build as he just said about awarding a bid and then negotiating. Mr. Crimmins answered the design/build process was done so the contractor and designer could work together to bring in a job at a certain budget; afterwards the City comes and they sit down with the contractors presentations, they pick a contractor at that time and do the negotiations. He said they take all their specs and what the City expected to get with the contractor bid. Then you go into negotiations and you figure out where that line was and what they needed to do to satisfy the City or what the City needed to do to satisfy the contractor. If you didn't, you don't follow through with the contract, don't sign the contract and you go on to the next bidder. He explained it was a design/build so you could. You were taking the learning curve away from the architects. He had done it with that building before and they were used to working together in that arena. He stated you could negotiate your quality of what you want and what you didn't want and work that through with the contractor. Commissioner Payne thanked him. Mayor Boss thanked Dennis and said he did not know where to go from there.

Mayor Pro-Tem Hernandez asked the commission what direction they should give to staff that night, whether if they come back to give them direction in a certain time frame or they did it that night. He needed to make sure that was clear and precise. He also said Mr. Rardin talked about perception and perception works a lot of different ways. A lot of people see perception as many different obstacles, however you want to place them. He said just a while ago you mentioned that a contractor said he

wouldn't bid if he didn't get the management portion of it; that wasn't a contractor that said that, it was Mr. Sanchez that said that.

Mayor Boss said he could recall when Mr. Wilson said that in public comment. Mayor Pro-Tem Hernandez said Mr. Sanchez had said it. Mayor Pro-Tem Hernandez stated he had put two and two together and Item #15 for the RFP states, "There will be no direct contact with city elected officials or city staff other than purchasing staff regarding this RFP. This will render the proposal non-compliant." Mayor Boss asked him what he was saying, and Mayor Pro-Tem Hernandez answered what he was saying was one of the contractors had contact with the Commission directly or indirectly. He said if they wanted they could have an attorney outside of this, which his recommendation was the State Attorney General, look at it and see if what he was saying was true to fact.

Paul Sanchez said, point of order.

Mayor Boss told Mayor Pro-Tem Hernandez to do what he thought he needed to do. Mayor Pro-Tem Hernandez said OK, Mayor Boss said OK. Mayor Pro-Tem Hernandez said the statement was they were being asked to play by the rules as a Commission and he believed everybody involved should play by the same rules. Mayor Pro-Tem Hernandez said his intent through this whole process had been to give the City a bowling alley, the best bowling alley they could and he had never steered away from that. He said it didn't matter to him which contractor got it as long as they got it and got it built; that was the important thing to him. Mayor Pro-Tem Hernandez said there was a lot of perception going a lot of different ways and he thought that he needed to make that phone call and make sure everything was on the up and up at this point. Mayor Boss told him to do what he needed to do. Mayor Pro-Tem Hernandez thanked him.

Commissioner Payne said she was not going to bring up that statement, but perception was everything and when she looked at that RFP and saw the significant changes that were made, and she saw a big bold statement that says you are not allowed to talk to any city officials, perception was everything. She said it does not look good and she absolutely agreed with Mayor Pro-Tem Hernandez, and thought perhaps he did need to make that phone call. She thought it was a great idea. Mayor Pro-Tem Hernandez said absolutely.

Paul Sanchez asked to respond to Mayor Pro-Tem Hernandez comments. Mayor Boss allowed him to speak. Mr. Sanchez said in bringing this up last time, he had made the comment at the end of the meeting when he had brought up the issue, that he had spoken to a contractor but he was not a city official so they could speak to him all day long. He said that contractor, and he had not identified which one, had stated they couldn't bid. He said Mayor Pro-Tem Hernandez was correct that he brought it up at the last meeting, however, at the beginning of this meeting, that very same contractor said the very same thing, so it was not relevant if it had been brought up or not; it could be reviewed in the minutes and they could check on that. He wanted Mayor Pro-Tem Hernandez to be advised that both his point in relationship to the new business, and that they were way off that track of what was on this, he thought was a matter for the State Attorney General at this point, if the Commission doesn't recognize that the discussion was to go back to what was on the 26th, and either do it or don't do it. If they were going to table it and make changes then that was what they should do. He said he would tell them he was very confident the State Attorney General would also declare the entire meeting null and void and there was a very specific reason for that. The Opens Meeting Act at the New Mexico level states what time frame and when things are to be posted for the notice of meetings. He stated that was all complied with as far as on the New Mexico level, however, in the City of Alamogordo Code of Ordinance for special meetings it specifically states "notice shall be provided to broadcast stations licensed by the Federal Communication Commission and newspapers of general circulation that submit a written request for such notice." He said while he did know the notice was published in Sunday's and Tuesday's paper for tonight's meeting, because he was on the Media List that the information goes out to, and he was not a broadcast station so he was not one of that, but he would submit that one quick phone call to Ken Bassett would tell you that no broadcast station was notified of that meeting so they could have done a report on it by the City. He said because of that and because it said notice shall be

provided he would also be making a call to the State Attorney General or the Secretary of State's Office questioning the validity of anything presented at that meeting, whether it was that subject or any other subject on the agenda. He added the City Manager and Attorney could discuss what he brought up at length but they were valid points and were directly out of their own resolution.

Mayor Boss asked City Clerk Jacobs if she had any comments regarding that. She answered the notice was posted as it should have been at the City Hall, it was sent out to all the Commission, it was put in the newspaper for two days, but she failed to send it to the broadcast stations. Mayor Boss asked her if in her opinion what Mr. Sanchez had said was correct. City Clerk Jacobs said in her opinion, she didn't think it was something that would cause a meeting to not happen. Notice was put out into the newspaper and it was posted as it always had been at City Hall where people knew to look. Mayor Boss asked her if she suggested they continue the meeting or not, and City Clerk Jacobs answered yes. Commissioner Baldwin said absolutely. Mayor Boss said very good.

City Attorney Thies asked if he could address that issue. He said if there was any issue about what was properly discussed or decided, the fix according the Attorney General if there was any dispute about whether any action that could have been taken that night was invalid, was to correct your error at your next or future meeting. So, if there were any complaints that this was improperly noticed, if there were any issues about whether or not any action would be taken, on the following meeting they could add this item to an agenda item and they could simply ratify any action they would take that night.

Mayor Boss thanked him and said they could go back to Mayor Pro-Tem Hernandez and asked him a question. He asked if his charge was based on what Mr. Sanchez just said because the contractor went to... are you calling that indirect notification? Mayor Pro-Tem Hernandez said it was not a charge, and he actually spent the time and did the work. Mayor Boss asked who violated the requirements. Mayor Pro-Tem Hernandez stated Mr. Wilson. Mayor Boss asked how he did that, by going through Mr. Sanchez? Mayor Pro-Tem Hernandez said by going through Mr. Sanchez he indirectly, directly talked to the Commission. Mr. Wilson had the ability... (there was an outburst in the audience). Mayor Boss told Mr. Sanchez he didn't look at his site.

Mayor Pro-Tem Hernandez said Mr. Wilson never went to City Staff, and it said to go to the procurement officer with any questions. Mr. Wilson had yet to talk to the procurement officer about any issues with the RFP, he never did it. Mayor Boss asked if that had ever been put in, did anyone remember that ever being put into an RFP, that particular wording. Mayor Pro-Tem Hernandez stated the procurement officer was there and they could ask her. Chief Procurement Officer Pyeatt responded that statement was put in all their bidding documents. Mayor Boss thanked her.

Mayor Pro-Tem Hernandez said Mr. Wilson had come in Monday and was instructed he could not do that so he already had warning once, plus it was in the RFP. He said he was just throwing out there that if they were going to play by the rules, they should play by the rules. He stated it wasn't his call and it didn't matter to him, he didn't have a dog in this fight other than he had a responsibility to the citizens of Alamogordo to get that built. They were being held to a standard by certain citizens, and one of them said if he had to fire an employee he would fire them right now for cause. He said right there it said for cause so he suggested letting someone else make that decision if they felt it was cause then it was cause, he didn't do that. He said he didn't speak to Mr. Sanchez and he didn't choose not to speak to Ms. Pyeatt.

Commissioner Baldwin thanked Mayor Pro-Tem Hernandez for his comments and having everything out on the table was important. He thanked Mr. Sanchez for his comments. He said he was there right now to try to do his best to make a decision to move the Family Fun Center and even move on the action item. As always, this was an emotional topic and he felt with the direction they just took in the last 15 minutes, although this information needed to come out and if the City did something wrong in their meetings, he was sure they would move to rectify that. If they had done something wrong in reference to one of their contractors, the way he contacted them or the way he was trying in reference to that, he was sure he would and they would move to correct that. He said as well as the mistake that

was made in their last meeting, in reference to the RFP they were there to move to correct that and that was what he hoped to do tonight. He noted they were all getting very emotional about that and he believed Mayor Pro-Tem Hernandez's points were extremely valid as well as everybody else's, but his other comment was that they were there to try and get that fixed so these two contractors who have been trying for the last eight to six months could get to that process. He said he saw the faces in the audience, he saw they were upset and saw every time that topic came up. His favorite person to look to in the audience was Beth [Crabbe], because she wears her emotions on her sleeve. He mentioned at that point he was trying to calm the room down and they needed to move toward what they were there to do. If he wanted to go back to Mr. Crimmin's comments and if the direction the board was heading was right, they basically needed to decide if they were going back to the actual verbiage that was made in their last meeting, the meeting that was made in reference to the FFC, to his motion. He said if that was the actual motion they were going to make, he wanted to make a point, that it did exclude the scoring system, the scoring system they wanted in there. He believed if they could jump that little hurdle tonight, they could move in the right direction and let everything else that had been talked about in the meeting play out.

Mayor Boss asked him if he was saying go back to the original RFP but change the scoring. Commissioner Baldwin answered the action item said to allow staff to take the action directed by the Commission, which was his motion seconded by Commissioner Turnbull, but the one issue that had come up was that they saw in front of them another scoring system that was recommended, he believed, by contractors, by yourselves, by himself. He appreciated the fact that with as hot of a topic as this was, that we are going have someone that was independent to review this, and that would have a big impact on the review process and go in the direction he wanted to go. He said let's move past the...

Mayor Boss asked Commissioner Baldwin if was saying to back to the original RFP or the one before the one that was amended. Commissioner Baldwin said it was a legitimate question and he would ask it too if they were doing this over and over again with the freaking RFP. Mayor Boss stated he was hoping he was saying go back to the original, the very first one and change the scoring. Commissioner Baldwin said that was his motion in the last meeting, except they had something very important to deal with; they had the change to criteria of vote. Commissioner Baldwin stated this was not a motion this was just a discussion to get them back to where they were trying to be, to talk about this criteria and the fact that it needed to be design/build/operate or design/build because that was the other big issue they had.

Interim City Manager Straface thanked the Mayor and Commission for their discussions. He wanted to be clear that when they did make a motion, if it was to go back to the original, did that include manage and operate, because if it did they had to come in and look at the scoring again. What they had before them did not include manage/operate, that was all he was saying. His recommendation to them was to do a design/build, and the staff would follow their direction. Mayor Boss asked if it was to do a design/build. Interim City Manager Straface stated the error he made last time was not to clarify what that meant and because he had a lot of discussion before the motion, he assumed they would not have manage and operate. He admitted that was his error and he wanted to clarify now what would be in it when they made the motion - be specific.

Dennis Crimmins made the following comments:

He told the Commission the original RFP clearly stated they had the right to accept the management part of the contract or not, so he didn't know why they were discussing it at that point. In the RFP it clearly stated it was a design/build/operate, however, it did say the manage part could be accepted as part of the contract or not. Commissioner Baldwin said that cleared up one, they were half way there. Mayor Boss said if they have Josh come up and help them make a motion possibly, he was just joking.

Mayor Pro-Tem Hernandez said the only issue with that was they basically had the possibility of having two different options because, if for instance, the one contractor that wanted the design/build/ operate and the other one says he you go, thanks a lot - what they needed was to have a step forward for that.

Mayor Pro-Tem Hernandez asked what their plan was for that. (audience said something inaudible) Mayor Pro-Tem Hernandez said they could not set that up now because he actually didn't know the time frame, he wasn't looking at the original RFP. If the contractor decided not to operate, and Stephen may be able to answer that, could he tell them the day he hands them the keys and then they were stuck with a bowling alley with no operator. (audience said something inaudible) Commissioner Baldwin said hoped that was ironed..... (audience said something inaudible) Commissioner Baldwin said he believed there was potential for that but he believed through the process it was going to be there, yes or no.

City Attorney Thies said as Mr. Crimmins pointed out the original RFP was structured to give them the flexibility if they found none of the manage/operate/finance parts of the response to be acceptable, they could split it all up on the design/build part and just proceed with the design/build. That was a discussion they had over the past several months and their plans were to go out separately, independently. Given the time frame for completing the design and construction, they would have someone on board long before the keys were turned over by the design builder. He said one other point was what Mr. Crimmins addressed, that was the original structure of a true design/build type of arrangement for a construction contract where they selected somebody based on their qualifications and their proposed dollar amount and engage in a series of discussions with them. We would work with them where they got to the point we were comfortable with what they would build, and they were comfortable with what they were going to pay, or what they would get paid for. We would then execute an amendment to the agreement and they would be off and running with the construction. That was the true design/build process. Because the Commission wanted to make the decision when the proposals were open as to an award, they wanted to guarantee that it would not exceed the \$5.9 million. That was why this process was changed - there was no guarantee that if these proposals came in at \$5.9 million, and we engage in an additional design/build process, when we execute the design/build amendment, what the final cost would be.

Mayor Boss asked him to repeat that one more time, he was having difficulty hearing him. City Attorney Thies repeated the traditional design/build process involved selecting a design/build contractor, they tentatively award the contract to that design/build contractor, the cost proposal included in their proposal was not a final price. The final price was determined after a series of meetings and negotiations about what the design contractor intended to include in the proposal and what the City wanted in the final product. At the same time, the design builder starts the design process, getting further along in the design process, instead of having a concept or preliminary design which was submitted as part of their proposal. It worked toward the process where they were getting to a 90 percent or even further design of the facility, at which point the design consultants that were working with the design contractor would have a better handle on the exact price. Once they agreed upon that price with the design contractor, they would execute an amendment to the contract and at that point, that dollar amount, the guaranteed maximum price was the amount the contractor had to perform for; not until that point. The discussion in the past was that you wanted to know what the final number was when we selected the contractor. That was not consistent with the traditional design/build process, and that was one of the reasons there were a lot of these changes to the amended RFP.

Mayor Boss asked if there were any questions or comments. Commissioner Baldwin said he still believed he had laid it out there. Commissioner Turnbull said she agreed with Commissioner Baldwin go back to the original RFP. Mayor Boss asked if she meant the original original. (audience said something inaudible) Commissioner Turnbull stated the original original with an independent scorer. Mayor Boss asked her if she was putting that into a motion. She said she would like to put forward a motion to go back to the RFP 2015-006, the original. (audience said something inaudible) Commissioner Turnbull said it said "The City seeks a well qualified development team to participate in the facility design and project planning, construction, financing, operating and maintaining", with an independent scorer. Mayor Boss asked if they were changing the scorer using the architect, the new design that they had come up with on that. She answered yes. Mayor Boss said ok. (audience said something inaudible)

Interim City Manager Straface wanted to clarify and asked Commissioner Turnbull if that included a change in the scoring or not. She asked if they could just do it the way it was originally done but with an independent scorer.

Mayor Boss asked her if she meant using the new scoring where they would be using the architect to do part of the scoring. Commissioner Martin said she thought Commissioner Turnbull wanted the independent architect to do the scoring as it was laid out in the original RFP. Commissioner Turnbull asked if they could not do that, could they not have someone independently score this the way it was originally intended. Commissioner Turnbull stated that was her motion.

Mayor Boss said they had a motion by Commissioner Turnbull to go back to the original RFP that was sent out to the qualified bidders in the initial RFP, but one change being made to utilize the evaluation system by the architect. (people in the audience were talking, inaudible) Mayor Pro-Tem Hernandez corrected him by saying it was the independent scorer, and the Mayor agreed. Interim City Manager Straface said including the management operation, and Commissioner Turnbull said yes.

City Attorney City requested clarification. He said if they went to the original format of the RFP with the exception that an independent design consult would review, score and interview these individuals, would we use the original structure of the contract, and both of these individuals would know what he was talking about, use the A141-2014. That's when we get the recommendation from the independent design consultant, we would award the contract to the assessable contractor design/builder and begin a series of negotiations with that individual, and we would not know the price until we execute and amendment to design/build contract. He said that was the contract format that was included in the original RFP. He wanted to make it clear so that when they send out the original RFP modified with independent design consultant, he would include A141-2014 as the proposed contract for structuring our arrangement with the selected party.

Interim City Manager Straface asked City Attorney Thies what that meant. (people in the audience were talking, inaudible) Interim City Manager Straface asked them to hold on for a second and asked Mayor Boss if he could ask a question. Mayor Boss said yes. Interim City Manager Straface said he wanted to make sure that meant once that contract was negotiated it might be more than \$5.9 million.

City Attorney City Attorney Thies said that was accurate. The only way we could have a final price was to modify the original RFP and when they submit their proposal, we would be jumping into the point where we would amend the design/build contract and say this is the price you agreed to build it, and we don't know what you are going to build but this was what you were going to build it for.

Mayor Boss said that was what they put out before in the original RFP. City Attorney Thies said in the original RFP was a traditional design/build process where the price submitted was not the final price. It didn't mean that if both contractors submitted a price for \$5.9 million after they get done with the design process and negotiated with the selected design builder, that they would not end up with \$5.9 million. They could use value engineering to address getting some cost down, they could reduce some items, they could reduce the aspects and types of furnishings put in there instead of the high-end furnishings, they could have low-end furnishings to hold that cost to \$5.9 million. City Attorney Thies said the Commission needed to understand that if they come back and there was one proposal that was \$5.8 million and one proposal at \$5.9 million and they accepted that, and they used the traditional design/build process, that would not be the final price. The final price would be determined based on their negotiations with the selected party.

Mayor Boss said they had control over that in negotiating with the contractor as far as upgrading something or downgrading something. City Attorney Thies told him that was very accurate and that was his objection for that change in the RFP, but they discussed it numerous times and everyone needed to understand the price in the proposal was not a final price, it was subject to negotiations. Commissioner Martin said so negotiate. Mayor Boss said he thought they understood that.

He repeated they had a motion on the table to go back to the original RFP that was sent out to the bidders and he was not sure how they were adjusting that.

City Clerk Jacobs asked how she could put that in the motion so she would know what they meant by original. Mayor Boss said the original would be the RFP that was sent out to the original two qualified, back how many a year ago or whatever long it was. Commissioner Baldwin said Commissioner Turnbull read it, and said City Clerk Jacobs was asking for a little clarification on the motion, so they asked Commissioner Turnbull to say it again.

Commissioner Turnbull moved to proceed with the original RFP (RFP 2015-006) that states “the City seeks a well qualified development team to participate in the facility’s design and project planning, construction, financing, operating and maintaining”, and to use an independent scorer.

City Attorney Thies, asked for clarification so there would not be any misunderstanding as to the direction. He asked the commission if they wanted the independent design consultant to review the proposed lease arrangements, the management operation, score them and make a recommendation whether we accept or reject them.

Mayor Boss asked if that needed to be decided at this time and the city attorney told him yes. City Attorney Thies continued by saying he would modify the RFP to allow for its distribution as soon as possible. City Attorney wanted clarity as to the direction. He would be contacting the independent design consultant tomorrow to explain the scope of work. He stated the total scope of work is required in order to get a cost proposal from the independent design consultant.

Deputy City Clerk Jacobs asked to read it back to them:

Commissioner Turnbull moved to proceed with the original RFP (RFP 2015-006) and to use an independent scorer.

Commissioner Baldwin remarked that an independent scorer was to score to the original RFP scoring criteria. He wanted to make sure that was part of Commissioner Turnbull’s motion. She said yes.

City Attorney Thies asked if it would be to manage/operate, and Commissioner Turnbull said yes.

Commissioner Martin seconded the motion.

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

EXECUTIVE SESSION

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

Commissioner Martin moved to recess into Executive Session to discuss Limited Personnel Issues (Interim City Manager) at 8:27 p.m. Commissioner Payne seconded the motion. Roll call vote was taken. Motion carried with a vote of 6-0-0.

RECONVENE INTO OPEN SESSION

Commissioner Baldwin moved to reconvene the meeting at 8:49 p.m. Mayor Pro-Tem Hernandez seconded the motion. Motion carried by a vote of 6-0-0.

Mayor Boss made the following statement:

The Governing Body of the City of Alamogordo, New Mexico, hereby states that a closed executive session was held and the matters discussed in the closed meeting were limited only to LIMITED PERSONNEL MATTERS (INTERIM CITY MANAGER).

He said there will not be any action taken at this time.

ADJOURNMENT

Mayor Pro-Tem Hernandez moved to adjourn at 8:51 p.m. Commissioner Turnbull seconded the motion. Motion carried with a vote of 6-0-0.



ATTEST:

Nancy E. Jacobs
City Clerk Nancy E. Jacobs

6/14/2016

Richard Boss
Mayor Richard Boss

(Prepared by Rachel Hughs, Deputy City Clerk)
Approved at the Regular Meeting held on June 14, 2016.