



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

January 14, 2025 - 6:30 PM

Donald E. Carroll City Commission Chambers
City Hall, 1376 E. Ninth Street

Susan L. Payne Mayor
Sharon McDonald Mayor Pro-Tem, District 5
Vacant District 1
Stephen Burnett District 2
Warren Robinson District 3
Josh Rardin District 4
Mark Tapley District 6

Stephanie Hernandez Acting City Manager
Ashley Smith 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 east bulletin board located in the south of the City Hall and in the glass case located outside the north entrance of the City Hall, distributed to the appropriate news media, and posted on the City website: <http://ci.alamogordo.nm.us> within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Alamogordo website: <http://ci.alamogordo.nm.us>

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Outgoing Plaque for District 1 Commissioner, Nick Paul. (Susan Payne, Mayor)

PUBLIC COMMENT

Residents must sign up with the City Clerk to address the City Commission. The standard allotted time is 3 minutes, but the Mayor reserves the right to change depending on the number of public comments.

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

2. Approve the minutes for the Regular Commission meeting on December 17, 2024. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon Ordinance 1709, Case Z-2024-0006(A) for adoption and final publication of a map amendment to rezone Cottonwood West Replat B Subdivision Lots 13-15, 28-33, 36-41, 44-46 from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District to construct residential duplexes and Lots 1-12 from R-1 Single Family Dwelling District to R-2 Townhouse Dwelling District to construct Townhomes. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**
4. Consider, and act upon, Ordinance 1710 for adoption and final publication, an ordinance amending Chapter 11 of the Criminal Code, Articles 06-330 Obstructing Impeding, or Camping in Public Rights-of-Way and Adding Article 09-010-060 Regulating Camping on Public and Private Property. *(Susan L. Payne, Mayor)* **(Roll Call Vote Required)**
5. Consider, and act upon, approval of Change Order 1, in the amount of \$43,850, excluding NMGR, to General Hydronics Concrete, for relocating a 10" reclaimed main water line. *(Justen Boyle, Senior Project Manager)*
6. Consider, and act upon, Resolution 2025-03, declaring 807 Second St. to be so ruined, damaged, and dilapidated that it is a menace to public comfort, health, peace, or safety and ordering its abatement. *(Josh Sides, Code Enforcement Manager)* **(Roll Call Vote Required)**
7. Consider, and act upon, the award of Public Works Bid No. 2024-012, Desert Lakes Golf Course Irrigation System Improvements Project, No. GC2402, to Mid-American Golf and Landscape, Inc., related to the Desert Lakes Golf Course Irrigation System Improvements Project for an amount not to exceed \$2,369,508.23, excluding NMGR. *(Justen Boyle, Senior Project Manager)*
8. Consider, and act upon, Resolution 2025-04 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 January 14, 2025. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**
9. Consider, and act upon, acceptance of a grant agreement from the NMDFA, in the amount of \$505,250 providing urgent or emergency funding for infrastructure and equipment needs. *(Debbie Osborne, Grant Coordinator)*
10. Consider, and act upon, acceptance of a capital outlay grant agreement from the NMDFA, in the amount of \$695,000, to plan, design, construct, equip and improve an irrigation system for Desert Lakes golf course. *(Debbie Osborne, Grant Coordinator)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARINGS

11. Consider all evidence for and against the removal of approved Resolution 2024-68 due to the property owner's written objection. The Commission will determine if the resolution should be enforced or rescinded. Resolution 2024-68 declared 1420 New York Ave., to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace, or safety and ordered its abatement.

UNFINISHED BUSINESS

12. Consider, and act upon, Ordinance 1707 Case Z-2024-0005(A) for first publication of a map amendment to rezone 1701 Cuba Ave. from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District. (*Stella Rael, City Planner*) **(Roll Call Vote Required)**

NEW BUSINESS

13. Consider, and act upon, Resolution 2025-02 declaring that a vacancy exists on the City Commission for District 1. (*Rachel Hughs, City Clerk*) **(Roll Call Vote Required)**

14. Consider, and act upon, the first publication of Ordinance No. 1698 to remove listed parking, overnight, and landing fees from Chapter 4 of the Code of Ordinances. (*Troy Orr, Airport Manager*)(*Veronica Ortega, Community Services Director*) **(Roll Call Vote Required)**

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 01/07/2025

Report No: 1.

Submitted By: Rachel Hughs

Subject: Outgoing Plaque for District 1 Commissioner, Nick Paul. (*Susan Payne, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 12/20/2024

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the Regular Commission meeting on December 17, 2024. *(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 DRAFT MINUTES
6:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS
December 17, 2024**

**SUSAN PAYNE, MAYOR
SHARON MCDONALD, MAYOR PRO-TEM
NICHOLAS PAUL, COMMISSIONER
STEPHEN BURNETT, COMMISSIONER
WARREN ROBINSON, COMMISSIONER**

**JOSHUA RARDIN, COMMISSIONER
MARK TAPLEY, COMMISSIONER
RICK HOLDEN, CITY MANAGER
ASHLEY SMITH, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

CALL TO ORDER & ROLL CALL

Mayor Payne called the meeting to order at 6:30 PM. Roll Call was taken by the City Clerk. Commissioner Paul attended by phone. City Clerk Hughs announced there was a quorum present.

INVOCATION & PLEDGE OF ALLEGIANCE

The Invocation was given by Stan Richardson of Southern NM Outreach, and the Pledge of Allegiance was led by Commissioner Tapley.

APPROVAL OF AGENDA

Commissioner Rardin said we needed to pull Item 1. Mayor Payne said that Commissioner Paul was not physically here tonight. We will recognize him at the first meeting in January.

**Mayor Pro-Tem McDonald moved to approve the agenda as amended.
Commissioner Robinson seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.**

PRESENTATIONS

1. Outgoing Plaque for District 1 Commissioner, Nick Paul. *(Susan Payne, Mayor)*

Pulled under the Approval of Agenda.

2. Recognition of Officer Eric Cisneros, Officer Neil Zeck, and Sergeant James Watts for their exemplary actions on July 15, 2023. *(Stephanie J. Hernandez, Acting City Manager, and Ryan Glidden, Deputy Police Chief).*

Acting City Manager Hernandez said she was the Acting City Manager back when Officer Ferguson was shot on July 15, 2023. That day is hard for us to talk about. I want to convey the extraordinary courage displayed by our officers that day. Officers Neil Zeck, Eric Cisneros, and Sergeant James Watts were the first responders on the scene. Under extreme conditions, including active gunfire, severe stress, and witnessing Officer Ferguson go down, they secured the scene, assessed the situation, performed live-saving measures, and apprehended the suspect. Their actions gave Officer Ferguson the best chance at survival and ensured a flawless scene so that Officer Ferguson's family could get justice. At the trial, the defense found no grounds to challenge the handling of the scene until the State Police could take control due to our officers' exemplary work. Today we recognize the outstanding performance of these officers on that night.

Deputy Police Chief Glidden presented Officer Neil Zeck, Officer Eric Cisneros, and Sergeant James Watts with several awards. All were presented with a Meritorious Service Award for a highly unusual accomplishment under adverse conditions with some degree of hazard to life and limb. All were presented with the Chief's Commendation Award for an outstanding performance deserving of recognition by the Chief of Police. All were presented with the Exceptional Duty Award for highly credible accomplishments bringing public acclaim to an employee, department, or the profession. Officers Zeck and Cisneros were presented with the Combat Cross for an act of heroism and imminent personal hazard of life in combat with an armed adversary. Officer Cisneros was presented with the Gallantry Star of Excellent Arrest for an act of distinguished bravery in the arrest of a person who was a major threat to the welfare and community of the officer.

3. Presentation on the Tularosa Basin Regional Dispatch Authority (TBRDA) End-of-Year Wrap-Up: Call

Volume, Successes, and Challenges. (Stephanie J. Hernandez, Acting City Manager, and John Barney, Director)

Director Varney said he was here to give an End-of-Year Report for the Tularosa Basin Regional Dispatch Authority (TBRDA). The TBRDA was established via a Joint Powers Agreement between Otero County, Alamogordo, and Cloudcroft. It was created to serve as a Public Safety Answering Point, or PSAP, for enhanced 911 services aimed at improving response times for accidents, crimes, and natural disasters. It was created in 2021 but did not go live until August 2023. It is managed by a board comprised of four representatives for Otero County, four representatives for Alamogordo, and two for Cloudcroft. The initial cost is evenly split between Otero County and Alamogordo but is based after that on calls for service. The fiscal agent is Otero County.

Call Volume - Calendar Year 2024

The Alamogordo Police Department, as of last week, handled about thirty-four thousand calls. The Alamogordo Fire Department handled about one thousand seven hundred calls. Some of those types of calls include abandoned 911 calls, fire alarms, traffic stops, disturbances, traffic crashes, structure fires, fraud, juvenile issues, stolen vehicles, and mental health welfare checks. The Otero County Sheriff's Office handled about thirty-thousand calls. They have a larger jurisdiction, and the TBRDA assisted Tularosa with call volume because they had issues hiring and retaining officers. The County's Fire, EMS, and eighteen volunteer agencies together, handled about seven-thousand calls. Regarding types of calls, they do a lot of EMS, search and rescue, and suicides, with crime overall going up. The Cloudcroft Police Department handled about one-thousand calls, and their Fire/EMS has done about two-hundred and eighty-seven calls. The types of calls they see are the same, but more parking complaints, property damage, and fire alarms. We also take calls for other agencies like Tularosa's Fire & Police, the DA's Office, US Forest Service, Livestock, Fish & Game, and the National Parks, part of Chaparral, and some of El Paso's 911s. For all those, there were about three thousand police calls. One hundred and fifty-five calls were Fire/EMS.

Year to Date Phone Statistics

There were twenty-eight thousand five hundred and forty-four 911 calls. We processed thirteen thousand eight hundred and twenty-one calls from law enforcement officers. Administration lines were one hundred thousand and four hundred and fifty-eight calls for a total of one hundred and forty thousand and eight hundred and twenty-three calls. I estimate one hundred and fifty thousand calls by the end of the year.

Challenges

A new center was built from the ground up. We are improving a highly efficient standardized workflow. We are making sure to follow the standards of the national program that runs the 911 system along with NFPA Fire Standards. There were training gaps when we merged, but cross-training started before that. When we did quality assurance, there was constructive feedback on how to process calls and professionalism on the phone. Staff were resistant to constructive feedback, so we explained that it was not a disciplinary action but to help improve them. We have improved since that year. We educate the public on the role and capabilities of the center.

Successes

We rewrote policies and protocols and implemented an Emergency Medical Dispatch Program that provides a high level of medical care for people calling 911. Before the ambulance or fire department gets there, we can have the caller start some basic care. We have a better structure now, and we built a mentoring program where we send people to training. We submitted an APCO33 Training Program, which is an accreditation to meet their standards.

Looking Forward

We look to have leadership development, recruiting staff and implementing retention strategies, partnering with other agencies, increasing community outreach, upgrading our technology, improving operational culture, doing more training programs, and innovating.

Questions & Answers

Commissioner Robinson asked where the TBRDA was located. Director Varney said 2351 Eddy Drive in Alamogordo, behind Caliches. Commissioner Robinson asked if tours would be encouraged if members of the Commission wished to see it. Director Varney said yes sir, please reach out to admin@tbrda.org or give us a call. Ask to speak to the Deputy Director or myself. We would love to set up a tour for you.

Acting City Manager Hernandez asked Director Varney to explain what quality assurance was. Director Varney said with quality assurance, we have a list of questions asking us if we are verifying the address and phone number. Those two are the most important things. Quality Assurance is making sure we are following protocol and procedures, treating callers with respect, and ensuring we are gathering information for Police or Fire/EMS. In Quality Assurance, we randomly pick calls to ensure our dispatch is following everything and being held to the highest standard. They need to pass with eighty-five percent. If they do not, we counsel the dispatcher.

PUBLIC COMMENT

1. Joshua Ramsey said he wanted to clear up rumors or misunderstandings about his position regarding the water rates and proposed infrastructure improvements. As I have stated many times, improvements to the water system are urgently needed. I understand the problem was not created overnight, but it has festered and burst. So the question is, how do we fund the \$160,000,000 needed for improvements while causing the least harm to community members? I have heard this discussed as \$30 a meter, which I believe is a disingenuous way to examine this problem. Every dollar spent locally multiplies itself as it moves through our community. This reduction in total purchasing power for the community will negatively affect the local economy. Constituents around the City, including myself, were alarmed when we received our water bills for July. The constant and pervasive communication from the City was a thirty-percent increase, but many accounts saw more significant increases, especially high-use consumers. My bill more than doubled. After diligently studying the government rates proposal, I have some concerns. Due to the alteration in wastewater billing, the actual hike for mid-tier users was actually a substantial forty-six percent from the outset. What about high-use consumers or commercial accounts? Why was modeling not done to demonstrate how these changes would affect them? While they may reflect only a small percentage of users, they are significant economic generators for services and jobs within our community. My remaining concerns are two-fold. First, I understand that the budgeting and bonding requirements forced us to have a five-year plan regarding loan repayment. However, why must we accomplish this \$160,000,000 renovation within five years? Can it be budgeted out in seven or eight years? Could this be funded through revenues for other system purposes listed on the Govrates proposal that total \$50,200,000 over the next eight years? I know you are voting on a loan tonight to begin the work. Can we please look at income compared to the budgeted this spring before the July 25 increases occur? This would allow the Commission to see if it is possible to do less harm to our community financially, and still accomplish the needed goals of the reinvestment. Lastly, irrigation customers account for one-tenth of one percent of total water usage for the community. Can these customers, who are willing to invest in green spaces to beautify our community, just pay the same rate as everyone else? The current rate increase represents a two-hundred and seventy-five percent increase over previous costs.

CITY MANAGER'S REPORT

Acting City Manager Hernandez made the following comments:

1. Different projects are going on within the next couple of weeks. We have the Monte Vista Cemetery Entry Renovation, which is funded by ICIP money, starting on January 6th. We have IT Infrastructure, which is funded through ARPA funds, going on at the Zoo. The Tenth Street Bridge project will be completed around April. The New York Street Maintenance Project, or SMP, will also be completed around April. The Great Blocks project will start digging on January 13th. The Hubbard Bridge replacement, which is both the bridge replacement and a water line, will happen on January 6th. The Oregon SMP, a water line replacement, will start on December 18th. The work on the water tank at Lower Heights, on Thunder Road, started today.
2. Tomorrow is the bid opening for the Golf Course.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Rardin said piggybacking off what Mr. Ramsey under Public Comment mentioned, sometime in March of next year, could staff put together a presentation so we could have real numbers and data on the water rate increase? Like what money we are generating and what we need to service the debt. That would give the

Commission time to make a decision on whether the July increase next year needs to happen, or if it could be pushed off. Acting City Manager Hernandez said we are contracted with our consultant who did the original study. We were trying to get it sooner, but he wanted a full year of data. We will try to get something to see how much is being generated and if the projections are accurate and precise. We are getting that analysis in place to come before the Commission. Commissioner Rardin asked when that would be. She said around April. He said that would be pretty close. She said the consultant wanted a full year because it is higher in the summer, lower in the winter, and Spring is around average. He said so there would be eight or nine months of data by that time. She said yes sir.

Mayor Payne said we had the Christmas Parade, the Christmas Tree Lighting Ceremony, and Christmas on Main Street. All the events were incredibly well-attended, and I will give a shout-out to everyone involved. There was also a play, A Christmas Carol, performed at the Flickinger.

Commissioner Paul said he wanted to thank each member of the Commission. This would be his last meeting as a City Commissioner, and it has been a pleasure working with them. There is a solid group of people on the Commission. I wish to especially thank Mayor Pro-Tem McDonald who made the initial nomination, three years ago, to be appointed to the seat I hold.

CONSENT AGENDA

4. Approve the minutes for the Regular Commission meeting on December 3, 2024. (Rachel Hughs, City Clerk)

5. Consider, and act upon, Resolution No. 2025-01 determining reasonable notice of meetings of the Alamogordo City Commission for the year 2025 (Open Meetings Act). (Rachel Hughs, City Clerk) (Roll Call Vote Required)

6. Consider, and act upon, the City Commission Regular Meeting Schedule of date, time, and place for the 2025 calendar year. (Rachel Hughs, City Clerk)

7. Consider, and act upon, Resolution 2024-72 relating to a rate increase of 2.47% effective January 1, 2025 for residential solid waste collection through Southwest Disposal. (Evelyn Huff, Finance Director) (Roll Call Vote Required)

8. Consider, and act upon, approval of Client Change Order 1, in the amount of \$349,629.76 plus NMGR to Yearout Energy Services Co, LLC for LED Light Standardization (Evelyn Huff, Finance Director)

Mayor Payne said we would pull Item 8 for questions.

**Mayor Pro-Tem McDonald moved to approve the Agenda as amended.
Commissioner Robinson seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.**

ITEMS REMOVED FROM CONSENT AGENDA

8. Consider, and act upon, approval of Client Change Order 1, in the amount of \$349,629.76 plus NMGR to Yearout Energy Services Co, LLC for LED Light Standardization (Evelyn Huff, Finance Director)

Mayor Payne asked why there was a change order. Finance Director Huff said this was for the YearOut Energy Services company, which is doing energy efficiency upgrades for us throughout the City. This change order came about in two ways. They are transitioning all the lights throughout all buildings in the City to LED. Some buildings already had rooms or areas that transitioned, and some buildings themselves were already LED. We realized we had a lot of different types of fixtures. The opportunity came to de-scope some work from the original scope's amount of \$363,551. The other is to standardize lighting throughout the City so we can have the same type of lighting fixtures and Facility Maintenance will not have to stock so many different varieties. This will also retrofit

some lights in the Library so they can now fit into the ceilings and provide an updated look. We also de-scoped some solar we were going to do because it would have been roof-mounted, but the roof was not capable of handling that. We are also de-scoping some heaters that were not going to be applicable for the Wi-Fi thermostats that we originally thought would be. We are adding back on the standardization of the fixtures at City Hall, the Civic Center, the Library, the Senior Center, the Senior Fitness Center, the Police Department Office, Fire Stations 1-5-6-7, and adding a five percent attic stock for all fixture types.

Commissioner Robinson asked how much this would save over the long run. Finance Director Huff said this change order specifically does not change much in our energy savings guarantee because most of what we were to change had already been changed to LED. It will save a little bit because we are upgrading old LEDs to new ones. The project overall does a huge amount of energy savings.

Commissioner Rardin asked where the money was being pulled from to pay for this. Finance Director Huff said Fund 49.

**Commissioner Robinson moved to approve.
Commissioner Burnett seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.**

NEW BUSINESS

9. Consider, and act upon, Ordinance 1706 for final publication, approving a loan agreement in the amount of 32,500,00 with the New Mexico Finance Authority for repairing, replacing, extending, and upgrading water and sewer infrastructure. (Chris Muirhead, Modrall Sperling, and John Archuleta, Bosque Advisors) (Roll Call Vote Required)

Finance Director Huff said this ordinance first came to the Commission in August, which allowed us to apply with the New Mexico Finance Authority loan. This is the first of the long-term debt that was part of the water rate study, and it allows us to start making headway on our water and sewer infrastructure, along with the cash-funded projects we are doing. We continue to look for other funding sources.

Acting City Manager Hernandez said I emailed the Commission separately about this earlier today, but I want it on the record. I forgot to include what this was financing. The first round of financing will include the Highway 70 Grid Main Replacement - Pressure Zone Realignment, the Granada Hills Water Distribution System Replacement, the Law Luz Raw Water Reservoir 2 Intake Tower and Cover Replacement, the Callahan Ground Storage Tank Rehabilitation, the Lower Alamo Ground Storage Tank Rehabilitation, the Lower Ocotillo Ground Storage Tank Rehabilitation, the West Side Elevated Storage Tank Rehabilitation, and the Upper Heights 16" Transmission Replacement Zone 1 Realignment. There is also a sewer project for Indian Wells Road - 16th Street/White Sands - Florida Phasing.

**Mayor Pro-Tem McDonald moved to approve.
Commissioner Robinson seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.**

10. Consider, and act upon, the Phase One design for the Fairgrounds Road extension to the railroad tracks, encompassing traffic study and signal upgrades, to facilitate traffic flow to the bypass. (Stephanie J. Hernandez, Acting City Manager and Justen Boyle, Project Manager).

Project Manager Boyle said due to possible future development in the area, he was requesting permission to proceed with necessary studies and design to facilitate the transition of the Fairgrounds Road intersection from a three-way to a four-way stop. Acting City Manager Hernandez said there has been plenty of discussions to extend Fairgrounds Road to the bypass. We are not at that point yet, but looking forward, we know the bypass is an area we want to develop. We want to start the first phase of this, which is upgrading that intersection. The intersection is around five years old and due for an upgrade. So if we have to do it anyway, we are seeing if we can do a four-way stop.

Mayor Payne asked if this was going out to the bypass. Acting City Manager Hernandez said no. Project Manager Boyle said right now it is a study for the lights. Mayor Payne said she was thinking about how long it took Union Pacific to play ball with the Scenic Extension.

Commissioner Rardin asked how much this would cost. Project Manager Boyle said this was just to get a proposal and see if it was worth pursuing. Once we get the proposal, I can start the traffic study, and can then update the Commission on the price of the study. Once we do the study, they will give me the EOPC, which is an estimated cost. That would let me know what the intersection would cost in terms of lighting. All we are focusing on is the traffic study for the lights, and replacing the lights to make it a four-way for future development.

Commissioner Tapley asked what the job scope of updating an intersection was. Project Manager Boyle asked if he was referring to the construction part or the study part. Commissioner Tapley said no, you said it was getting old and needed to be upgraded. Project Manager Boyle said right, you have to replace the entire arms on the lights. I would guess maybe \$200,000 to \$300,000 is the amount without the study. The study can be monthly, two months, or three months. They see how much traffic comes in from each direction. Once they do that, they go back and put it in again. That gives an idea of how many cars may come in or go to the west side. They incorporate that into the study and see if it is worth putting in lights or arrows or whatever they feel is best. They also give us our determination for how we are going to do things. Commissioner Tapley said it appears the arms are getting fatigued. Project Manager Boyle said they were put in back in 1988. Commissioner Tapley asked if the State had anything to do with this. Project Manager Boyle said they would have to get a permit from NMDOT because it is on the right of way. That wouldn't be an issue on the study part, which does not require a permit. We would have to get a permit for the construction part, for the replacement. I do not think that would be a big issue with NMDOT.

Commissioner Paul said if Fairgrounds Road at some point in the future ties into the bypass, then would the signal upgrades include whether it crossed the tracks? That way, we would not have to come back and spend additional money two or three years down the road to upgrade the signals again. Project Manager Boyle said once we are done with the traffic study, once we get closer to the construction part, I will be talking to the developer and ensuring elevation matches the right-of-way for the train and intersection on White Sands. Commissioner Rardin said Commissioner Paul was asking if the design of the light would be able to handle the volume of traffic in the event. Project Manager Boyle said that is the point of the study. If the study approves of that, whoever the developer is, I will incorporate whatever they are proposing on their road. I will basically make sure everyone is involved in communication. Acting City Manager Hernandez said when we go into this, that will be one of the things we will be presenting. We expect this to go into the bypass across the railroad tracks like the Scenic Extension. That is the intention of this. That is why we are looking into making a four-way. Commissioner Rardin asked how we would get a crossing there. Acting City Manager Hernandez said at this point, we do not know. This is step one.

Commissioner Rardin moved to approve.
Commissioner Tapley seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

ADJOURNMENT

Mayor Pro-Tem McDonald moved to adjourn.
Commissioner Tapley seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

ATTEST:

Mayor Susan Payne

City Clerk Rachel Hughes

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on January 14, 2025.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 01/07/2025

Report No: 3.

Submitted By: Stella Rael

Subject: Consider, and act upon Ordinance 1709, Case Z-2024-0006(A) for adoption and final publication of a map amendment to rezone Cottonwood West Replat B Subdivision Lots 13-15, 28-33, 36-41, 44-46 from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District to construct residential duplexes and Lots 1-12 from R-1 Single Family Dwelling District to R-2 Townhouse Dwelling District to construct Townhomes. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: N/A

Recommendation: Adopt Ordinance 1709

Background: The Ordinance was approved for first publication by the commission by a vote of 7-0 on December 3, 2024.

Prime Investments is requesting that the city amend the zoning map to change the zoning of the property known as Cottonwood West Replat B Subdivision Lots 13-15, 28-33, 36-41, 44-46 from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District to construct residential duplexes and Lots 1-12 from R-1 Single Family Dwelling District to R-2 Townhouse Dwelling District to construct Townhomes. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**



City of Alamogordo

1

City Commission



APPLICANTS:

PRIME INVESTMENTS

4280 CR 425

ALVIN, TEXAS 77511

Stella Rael, City Planner
December 3, 2024

Map Amendment Request Case: Z-2024-0006(A)

Request:

- ◆ The Property owners request a map amendment to change the zoning of the property known as Cottonwood West Replat B Subdivision. The request includes to change the zoning of lots 13-15, 28- 33, 36-41,44-46 from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District to construct residential duplexes and lots 1-12 from R-1 Single Family Dwelling to R-2 Townhouse Dwelling District to construct Townhomes.

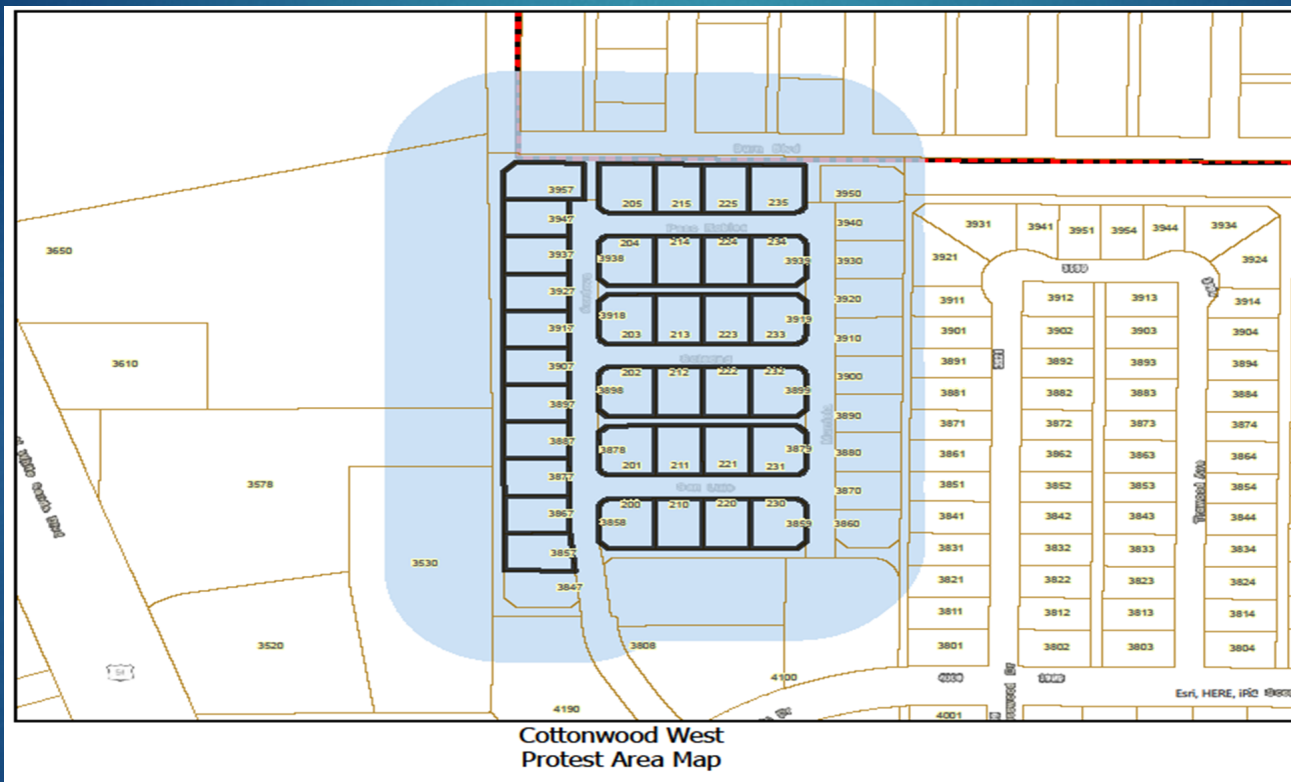
COTTONWOOD WEST REPLAT B ZONING MAP

3



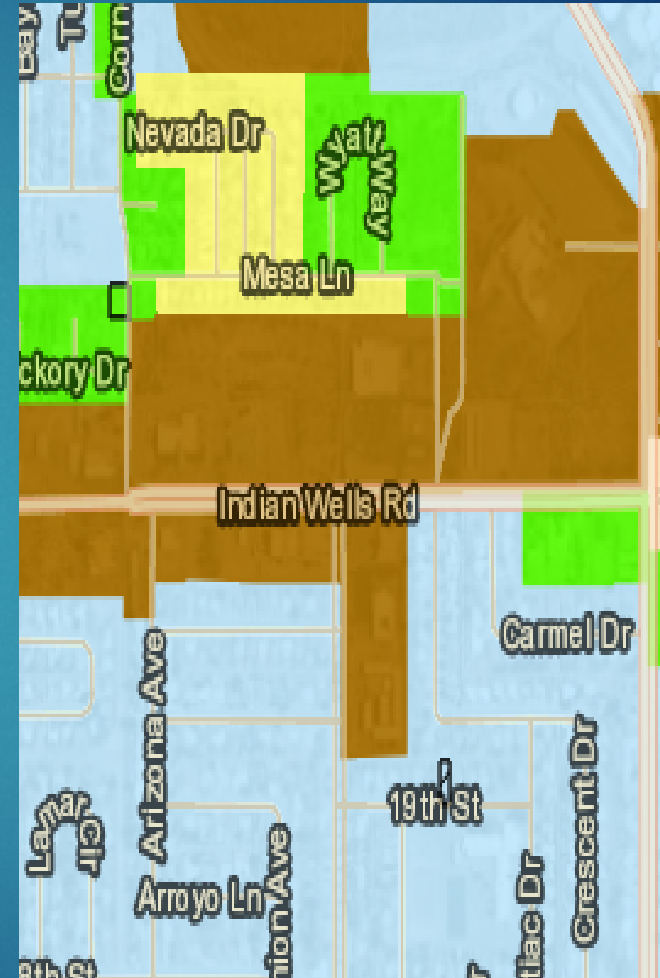
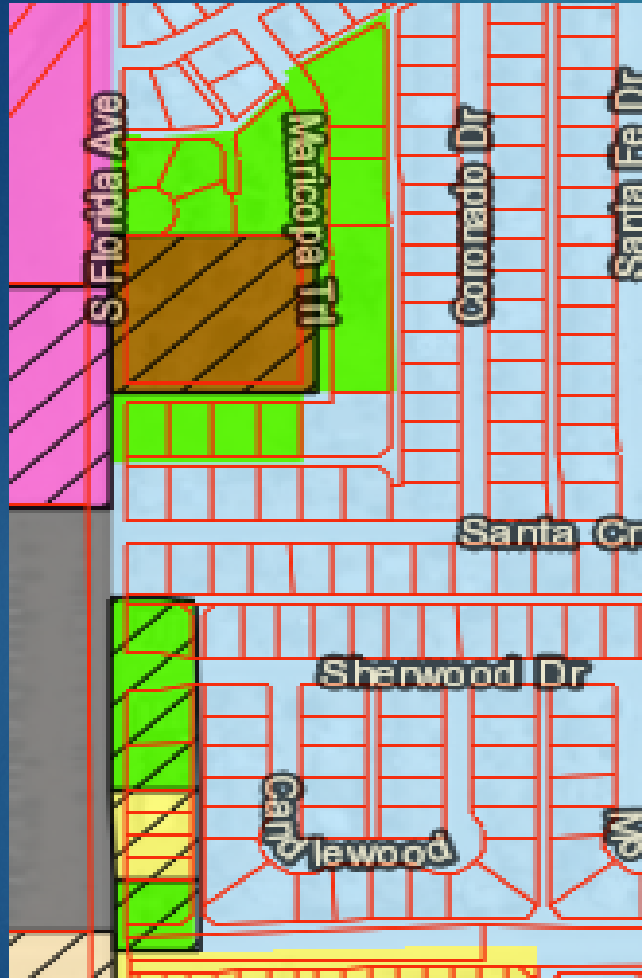
PROTEST MAP

4



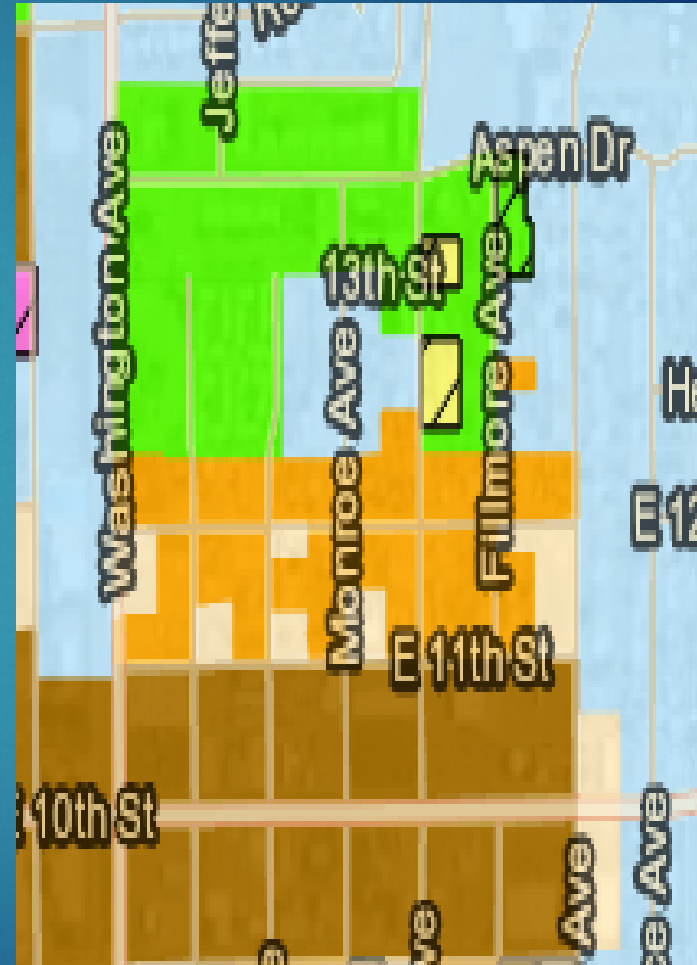
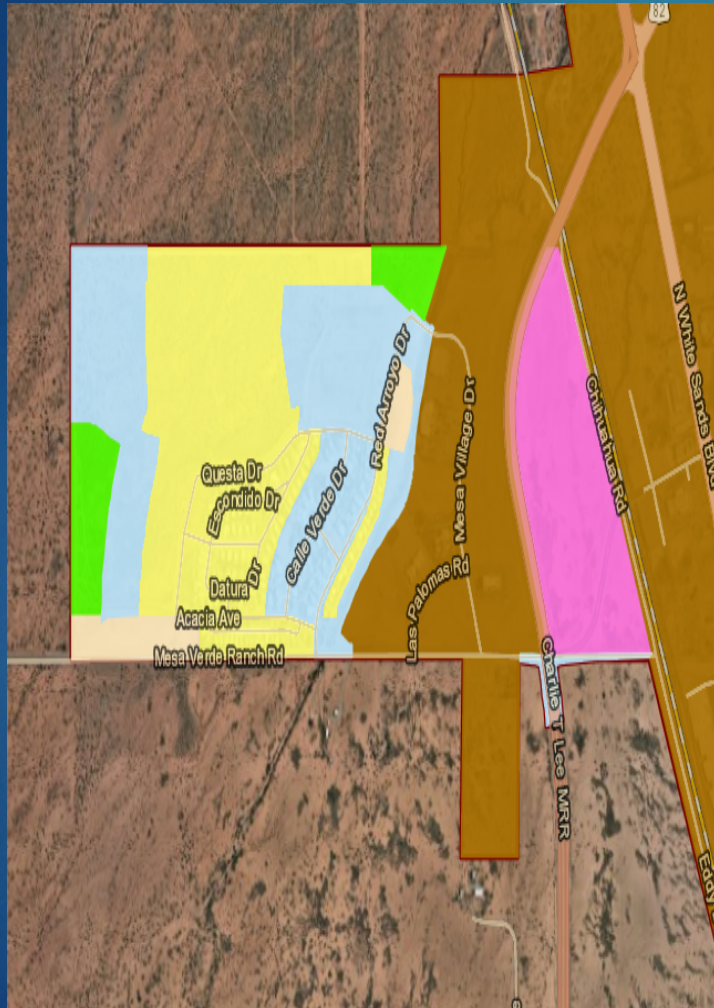
MIXED USE AREAS

5



MIXED USE AREAS

6



Z-2024-0006(A)

7

Findings of Fact

- ◆ 1. The property is known as Cottonwood West Replat B
- ◆ 2. The request is to change the zoning of lots 13-15, 28-33, 36-41, 44- 46 from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District to construct residential duplexes and lots 1-12 from R-1 Single Family Dwelling to R-2 Townhouse Dwelling District to construct Townhomes.
- ◆ 3. The application was filed on November 13, 2024.
- ◆ 4. The legal notice was published in the Alamogordo Daily News on November 19, 2024. Per 29-03-541.2 (b)

CONTINUED FINDINGS OF FACTS

- ◆ 5. Twenty (20) letters were mailed by certified/returned receipt mail to all property owners of record within two hundred (200) feet from the property, excluding public right-of-way, of the property for which the rezoning is sought.
- ◆ 6. As of November 26, 2024, there have been no letters returned undeliverable, and no letters of opposition have been received.
- ◆ 7. One (1) email was received asking for information on process procedures.
- ◆ 8. Two phone calls were received to obtain more information. One of these calls was from a

CONTINUED FINDINGS OF FACTS

9

property owner outside of the 200' radius.

Z-2024-0006(A)

10

- ◆ Staff recommends approval since this request will not be materially detrimental to surrounding property owners or the public and will also assist in accommodating the growth of the city and provide additional housing.

REPLAT B
COTTONWOOD WEST
ALAMOGORDO
OTERO COUNTY, NEW MEXICO



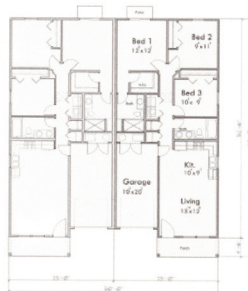
NOTE : THIS AREA IS FOR EMERGENCY INGRESS
AND EGRESS AND IS NOT OPEN TO PUBLIC TRAVEL

- Phase 1 - January 2025
- Phase 2 - May 2025
- Phase 3 - January 2026



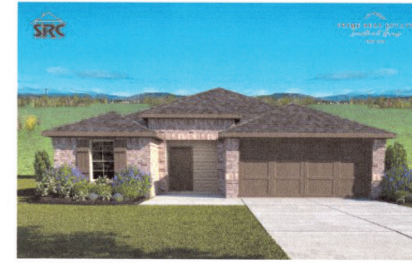
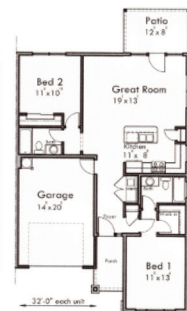
Starting at \$380,880.00 \$180 Sq. Ft.

PLAN #D-678
MAIN FLR. 1058 SQ. FT.
GARAGE 233 SQ. FT.



Starting \$345,180.00 Starting at \$165 Sq. Ft.

PLAN #D-630
MAIN FLR. 1046 SQ. FT.
GARAGE 300 SQ. FT.
PATIO 96 SQ. FT.
PORCH 51 SQ. FT.



Starting at \$298,990.00 \$190 Sq.Ft.
3 bed / 2 bath / 2 garage / 1 story
1,575 sq. ft.



FIRST FLOOR PLAN



Starting at \$279,990.00 \$198 Sq.Ft.
3 bed / 2 bath / 2 garage / 1 story
1,409 sq. ft.



Starting at \$346,990.00 1889 Sq.Ft.
4 bed / 2.5 bath / 2 garage / 1 story
1,831 sq. ft.



FIRST FLOOR PLAN

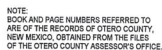


Starting at \$417,450.00 \$165 Sq. Ft.

PLAN #D-459
MAIN FLR. 1265 SQ. FT.
GARAGE 273 SQ. FT.



8-05-0912(A)
KZSUBSJCOTTONWOOD WEST-B



051030

DECLARATION
STATE OF NEW MEXICO)
COUNTY OF OTERO)
KNOW ALL MEN BY THESE PRESENTS THAT HERRELL REALTY, INC. IS THE OWNER AND PROPRIETOR OF LOTS 2A, 3A & 4A, REPLAT 4, SADDON CROWN WEST, ALAMOGORDO, OTERO COUNTY, NEW MEXICO.
SAY OWNER, IN ACCORDANCE WITH HIS FREE WILL AND DESIRE, DOES HEREBY CAUSE THE ABOVE LOTS TO BE RESUBDIVIDED AND REPLATED, TO BE DESIGNATED AS "REPLAT 4, COTTONWOOD WEST", ALAMOGORDO, OTERO COUNTY, NEW MEXICO, AS SHOWN ON THE FOREGOING PLAT, AND IN RECORDING THIS PLAT DO CAUSE ALL OF THE EASEMENTS WITHIN THE BOUNDS OF THE ABOVE DESCRIBED TRACT OF LAND TO BE DEDICATED TO THE USES SHOWN.
HERRELL REALTY, INC.
BY Richard Herrell
DEALING HERRELL, PRESIDENT
CORPORATE ACKNOWLEDGEMENT
STATE OF NEW MEXICO)
COUNTY OF OTERO)
ON THIS 21st DAY OF June, 2006, BEFORE ME PERSONALLY APPEARED DEALING Richard Herrell, HERRELL REALTY, INC. A NEW MEXICO CORPORATION, ON BEHALF OF SAID CORPORATION, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND SHE ACKNOWLEDGED THAT SHE EXECUTED SAID INSTRUMENT AS HER FREE ACT AND DEED.
John Muep
APPROVAL OF THE ALAMOGORDO PLANNING AND ZONING COMMISSION
STATE OF NEW MEXICO)
COUNTY OF OTERO)
THIS PLAT OF "REPLAT 4, COTTONWOOD WEST", ALAMOGORDO, OTERO COUNTY, NEW MEXICO WAS ON THE 3rd DAY OF May, 2006, SUBMITTED AND APPROVED BY THE ALAMOGORDO PLANNING AND ZONING COMMISSION.
John Muep CHAIRMAN ATTEST Manoj Singh RECORDING SECRETARY
ACCEPTANCE OF THE ALAMOGORDO CITY COMMISSION
THIS PLAT OF "REPLAT 4, COTTONWOOD WEST", ALAMOGORDO, OTERO COUNTY, NEW MEXICO, WAS ON THE 23rd DAY OF May, 2006, SUBMITTED TO THE CITY COMMISSION OF THE CITY OF ALAMOGORDO, NEW MEXICO, AND WAS APPROVED BY A MAJORITY OF THE MEMBERS.
Danell S. Gendel MAYOR ATTEST Renee S. Gendel CITY CLERK
ACCEPTANCE OF STREETS, ALLEYS, EASEMENTS AND PARTIAL VACATION OF ALLEY
THE DEDICATION OF THE STREETS, ALLEYS AND EASEMENTS AND THE PARTIAL VACATION OF A PORTION OF AN ALLEY AS SHOWN HEREON IS APPROVED BY THE CITY OF ALAMOGORDO ON THE 23rd DAY OF May, 2006.
Danell S. Gendel MAYOR ATTEST Renee S. Gendel CITY CLERK
AFFIDAVIT
STATE OF NEW MEXICO)
COUNTY OF OTERO)
THIS SUBSCRIBER RESIDES LIE WITHIN THE PLANNING OR PLATTING JURISDICTION OF THE CITY OF ALAMOGORDO, NEW MEXICO.
Richard Herrell SURVEYOR
SUBSCRIBED AND SWORN TO BEFORE ME THIS 21st DAY OF June, 2006.
John Muep
SURVEYOR CERTIFICATE
STATE OF NEW MEXICO)
COUNTY OF OTERO)
I, KAD ZIMMERLE, A NEW MEXICO LICENSED PROFESSIONAL SURVEYOR, CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE PLAT AND PLAT MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.
6/21/06 Kad Zimmerle
DATE KAD ZIMMERLE
NEW MEXICO REGISTRATION NO. 8334
STATE OF NEW MEXICO)
COUNTY OF OTERO)
RECORDED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO RECORDER OF OTERO COUNTY,
NEW MEXICO, AT 4:15 O'CLOCK, P.M., THIS 6 DAY OF July, 2006.
Robyn Silva COUNTY CLERK BY Chris Lenaki
RECEPTION NO. 67539 64 PAGES: 7A-73

\$87

ORDINANCE No. 1709

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS COTTONWOOD WEST REPLAT B LOTS 13-15, 28-33, 36-44, 44- 46 FROM R-1 SINGLE FAMILY DWELLING DISTRICT TO R-3 TWO FAMILY DWELLING DISTRICT AND LOTS 1-12 FROM R-1 SINGLE FAMILY DWELLING DISTRICT TO R-2 TOWNHOUSE DWELLING DISTRICT., WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, Prime Investments (hereinafter referred to as "the Owners") are the owners of certain real property commonly known as Cottonwood West Replat B Subdivision and 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

COTTONWOOD WEST REPLAT B

WHEREAS, an application has been filed in the Owner's name under Case No. **Z-2024-0006(A)** to change the zoning of the Property, and

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

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

**COTTONWOOD WEST REPLAT B
LOTS
13-15, 28-33, 36-44, 44- 46**

are hereby changed from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District;

AND
**COTTONWOOD WEST REPLAT B
LOTS
1-12**

are hereby changed from R-1 Single Family Dwelling District to R-2 Townhouse Dwelling District, and the official zoning map and comprehensive plan of the City are hereby amended to reflect this change.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2025

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

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 12/27/2024

Report No: 4.

Submitted By: Stephanie Hernandez

Subject: Consider, and act upon, Ordinance 1710 for adoption and final publication, an ordinance amending Chapter 11 of the Criminal Code, Articles 06-330 Obstructing Impeding, or Camping in Public Rights-of-Way and Adding Article 09-010-060 Regulating Camping on Public and Private Property. (*Susan L. Payne, Mayor*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for final publication.

Background:

The Commission passed the ordinance for first publication with a vote of 6-1. Commissioner Rardin voted nay.

ORDINANCE NO. 1710**AN ORDINANCE AMENDING CHAPTER 11 OF THE CRIMINAL CODE, ARTICLES 06-330 OBSTRUCTING IMPEDING, OR CAMPING IN PUBLIC RIGHTS-OF-WAY AND ADDING ARTICLE 09-010-09-060 REGULATING CAMPING ON PUBLIC AND PRIVATE PROPERTY**

WHEREAS, the City Commission of the City of Alamogordo, New Mexico recognizes the need to regulate camping activities to protect public health, safety, and the aesthetic value of neighborhoods;

WHEREAS, unauthorized camping on public and private property has led to increased complaints from residents regarding safety concerns, noise, and waste;

WHEREAS, the City Commission of the City of Alamogordo, New Mexico seeks to balance individual rights and property rights while promoting community well-being;

WHEREAS, the City Commission of the City of Alamogordo, New Mexico aims to provide clear guidelines for camping activities to prevent public nuisances and protect property owners;

WHEREAS, unauthorized camping near sensitive areas, such as schools, child care facilities, and parks, poses potential safety risks to children and the community;

WHEREAS, this ordinance ensures that camping activities, when permitted, align with community standards and preserve the quality of life for all residents.

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo, New Mexico that Chapter 11 of the criminal code is amended to include the following:

11-06-330. Obstructing ~~or~~ **orimpeding movement, ~~or camping~~ in public rights-of-way.**

(a) *Definitions.* As used in this section, the following definitions shall apply:

- (1) ~~*Camping* means the setting up of any tent, shack, or other permanent or temporary structure or shelter, or preparing a sleeping bag or other bedding material for use in a public right-of-way, including a setback area.~~
- (2) *Impeding movement* means any act which interferes with or slows the progress of pedestrians in a public right-of-way.
- (3) *Obstructing movement* means any act which blocks or prevents the progress of pedestrians in a public right-of-way.
- (4) *Public right-of-way* includes all land owned, deeded, reserved by plat, defined by statute, declared by court order, or otherwise acquired by a public agency primarily for the use of the public for the purposes of vehicular and pedestrian traffic.
- (5) *Setback area* means that part of a public right-of-way which is not occupied by a street, curb, gutter, or sidewalk.
- (b) *Obstructing or impeding movement prohibited.* It is unlawful for any person to obstruct or impede the movement of any person passing along any street, sidewalk, median, crosswalk, or any other public way, including a setback area, at any dangerous streets or intersections.
- (c) ~~*Camping in right-of-way prohibited.* It is unlawful for any person to camp upon any part of a public right-of-way, including a setback area.~~
- (d) *Penalty.* Violations of subsections (b) through (c) shall be punishable as provided in section 1-01-100; provided, however, that a law enforcement officer shall first verify that a warning has been given, otherwise, the officer shall issue a criminal trespass notification to a person for violating this section in lieu of a citation or conducting an arrest.
- (e) *Exemptions.* The provisions of this section shall not apply to:

- (1) Law enforcement officers or to the employees of a public agency that owns, maintains, or operates a public right-of-way, or the persons authorized by such agency;
- (2) Any person using a public right-of-way, including for expressive speech or conduct, whose use does not obstruct or impede movement or constitute camping.

11-09. Regulating camping on public and private property.

11-09-010. Definitions

For the purposes of this article, the terms used herein are defined as follows:

Camping: Residing temporarily in a tent, vehicle, or other temporary structure for sleeping or habitation purposes, whether on public or private property.

Enclosed Yard: A private area surrounded by fencing, walls, or dense vegetation that restricts visibility and access from public spaces or neighboring properties.

Front Yard: The portion of a property extending between the front façade of a building and the adjoining public right-of-way.

Public Property: Parks, sidewalks, streets, rights-of-way, or any property owned, leased, or managed by the city or another government entity.

Private Property: Any property owned by an individual, business, or entity that is not accessible to the general public without the owner's consent.

11-09-020. Camping Restrictions on Public Property

(a) Prohibited Areas:

- 1) Camping is prohibited on all public property without prior authorization or permits issued by the city.
 - a) Camping is explicitly prohibited within 500 feet of Schools, child care facilities, shelters, city parks.

(b) Permits:

- 1) Temporary camping may be allowed with permission from the city manager or their designee.

(c) Immediate Removal:

- 1) Unauthorized camps on public property are subject to immediate removal.

11-09-030. Camping Restrictions on Private Property

(a) **Enclosed Areas Camping:** Camping is permitted in enclosed areas without restrictions unless otherwise prohibited by homeowners' associations or deed restrictions.

(b) **Unenclosed Area Camping:** Camping in unenclosed areas is limited to a maximum of **72 consecutive hours** within any 7-day period.

(c) Owner Permission:

- 1) Non-household members must receive written permission from the property owners to camp on private property.
- 2) Authorization must be available for inspection upon request by law enforcement or code enforcement officers. Failure to provide authorization will be subject to penalties outlined in section 11-09-050.

11-09-040. Prohibited Camping Activities

(a) The following activities are prohibited:

- 1) Camping that generates unreasonable noise as outlined in 11-05-270;
- 2) Camping that poses a fire hazard; and
- 3) Camping on properties without access to waste disposal facilities or sanitation.

(b) Campers on both public and private property must comply with all Noise ordinances, Fire safety codes, Public health regulations, including waste and sanitation requirements.

(c) Camping activities that pose a risk to health, safety, or community well-being may be terminated immediately by local authorities.

(d) Campers are prohibited from dumping refuse and waste on public or private property.

(e) Violators of this ordinance will be subjected to the penalties outlined in 11-09-050.

11-09-050. Penalties

(a) Violation of any of the sections in this chapter shall be a misdemeanor punishable by up to five hundred dollars (\$500.00) and up to six (6) month incarceration. For a first offense, violators shall receive a warning and given 24 hours to comply. Upon a second offense, violators will be subject to immediate removal and maybe issued a citation.

11-09-060. Exceptions

(a) **Emergency Situations:** Camping is permitted during emergencies, such as natural disasters, when temporary shelters are necessary.

(b) **City-Sanctioned Events:** Camping for city-sponsored or sanctioned events is permitted under special permits.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2025.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 12/26/2024

Report No: 5.

Submitted By: Justen Boyle

Subject: Consider, and act upon, approval of Change Order 1, in the amount of \$43,850, excluding NMGR, to General Hydronics Concrete, for relocating a 10" reclaimed main water line. (*Justen Boyle, Senior Project Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Change Order 1

Background: In December 1996, there was a set of plans called Effluent Transmission Line "A" Extension.

Due to unforeseen circumstances, the mainline was hit and damaged. The line was at a min. of 6ft deep according to plans. As built at the current stage is less than 3ft. After reviewing the 1996 plans, it should be in the city's best interest to relocate the line west, away from the bridge. The way this line was designed could cause future problems under the ditch. It is inside of a concrete casing. However, this casing is below the footing and also attached to the footing.

The change order will be under bid item no. 23 - Allowance - Utility Conflict

General Hydronics will put the remaining \$20,000 into the change order from this line. The total amount was \$63,850 minus the \$20,000. Leaving a remainder of \$43,850.

The change order provided as an attachment will describe the scope of work.



Phone (575) 491-2324

1400 E 9th Street, Suite B
Alamogordo NM 88310-9044
gh.con@generallyhydronics.com

Woman-owned Small Business
CES Contractor

December 16, 2024

Project: 10th Street CBC Reclaimed Water
Re: Utilities Work

Price Total:

\$63,850.00

Scope:

160' Reclaimed Water line (10") – All labor and materials to move the reclaimed water line out of the CBC using 10" (Westlake/JM Eagle) purple pipe, remove and replace valves on each side with epoxy fitted Resilient gate valve. as built drawing will be provided detailing new line location with the guidance provided by Project Manager.

Exclusions: All Precast work, All Rip Rap, All J-Hooks, All CMU work, All Culvert work, All Paint, All Striping, All Fence work, all handrail, All decorative or colored concrete, All Asphalt, All joint seal, Wheel Stops, All things not listed above

Standard Exclusion:

Tax
Bond 1% if required
Washout Pit/Haul Off
Design
All Survey
Construction Staking
All Plumbing Work
All Utility Work
All Electrical Work
All Testing

Painting or Patching

Temporary Facilities or Electrical
Housekeeping Pads
Landscaping or Irrigation System
Asbestos Abatement
Utility Expansion, Development, Connection fees
Security Bars
Architectural Cutting or Patching
Architecture Demo Cutting, Removal or Replacement of
Housekeeping Pads for Equipment
Hold Harmless clause premium cost
Fire/ Smoke dampers not shown on plans
Fire-stopping / Fire-caulking / Fire-proofing
Masonry or Concrete Blockouts
Fire Protection

Built-up Curbs

Staking, Layout, or Engineering of Utilities & Site
Clearing or Grubbing
Prepared Opening / Structural Modifications
Density Tests & Concrete Testing
Rock Rip Rap
Electrical or Telephone Extension Charges
Pipe Bollards
Roof Cut or Patch
Deck Cut or Patch
SWPPP Provisions
Fire Rated Chases or Enclosures
Dumpster or Haul Off
Roof Flashings

Outside Utilities / Meters
Architectural Access Doors
Erosion Control
Pond Liner Installation or Repair
Any Connection to Exit or New Concrete w/Liner

Fire Dampers not shown on plans
Video Taping
Export / Disposal
Pipe to Liner Boot Sleeve
HVAC

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 01/03/2025

Report No: 6.

Submitted By: Josh Sides

Subject: Consider, and act upon, Resolution 2025-03, declaring 807 Second St. to be so ruined, damaged, and dilapidated that it is a menace to public comfort, health, peace, or safety and ordering its abatement. *(Josh Sides, Code Enforcement Manager)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve and order its abatement.

Background: 807 Second St. is so ruined and dilapidated that it is currently a risk to the public's health and safety.

Dilapidated Structure

807 Second Street



Timeline

807 Second Street

- Code Enforcement received multiple complaints regarding garbage, trash, and refuse located on this property from 2023 to 2024. Multiple citations and/or summons have been issued.
- On 11/16/2024, a certified International Property Maintenance Code (IPMC) letter was sent to the owner listing seven violations of IPMC and how to correct them, as well as my contact information.
- 12/23/2024, Code Enforcement conducted an inspection of the interior of the residence.

International Property Maintenance Code Violations

807 Second Street

- Total of 27 violations of the International Property Maintenance Code.

Condition of the Property at 807 Second Street



Condition of the Property at 807 Second Street



Condition of the Property at 807 Second Street



Condition of the Property at 807 Second Street



Condition of the Property at 807 Second Street



Questions

Josh Sides

Code Enforcement Manager



RESOLUTION NO. 2025-03

A RESOLUTION DECLARING THE BUILDING OR STRUCTURE, OR THE PREMISES LOCATED AT 807 SECOND STREET, ALAMOGORDO, OTERO COUNTY, NEW MEXICO, TO BE RUINED, DAMAGED, AND DILAPIDATED TO BE A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE, OR SAFETY, AND ORDERING ITS ABATEMENT

WHEREAS, the governing body of the City of Alamogordo, New Mexico, finds that there is located within the City a certain building, structure, or premises at 807 Second Street, as more particularly described on the attached Exhibit 1 (the “Property”); and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION:

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

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

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

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

PASSED, APPROVED AND ADOPTED, this ____ day of _____ 2025.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney

- [Account Search](#)
- [My Reports](#)
- [Help](#)
- [Logout Public](#)

Exhibit "1"

Account: R014133

Location	Owner Information	Assessment History															
<i>Account Number R014133</i> Situs Address 807 SECOND ST Previous Parcel ID 01-04593 Parcel Sequence Neighborhood A1 - South Central Alamogordo Tax Area 01_R Parcel Number 01N4056094006447 Legal Summary Subd: FLORIDA STREET SUB Lot: 3 E6", 4 W49.5' Block: 115A Appraiser STEVE BOYLE	Owner Name SATCHER, J T Owner Address 807 2ND ST ALAMOGORDO, NM 88310	Actual (2024 - Residential Cap applied) \$37,152 Primary Taxable \$12,384 Tax Area: 01_R Mill Levy: 25.391000 <table><tr><th>Type</th><th>Actual</th><th>Assessed</th><th>Acres</th><th>SQFT</th></tr><tr><td>Residential Land</td><td>\$7,001</td><td>\$2,334</td><td>0.140</td><td></td></tr><tr><td>Residential Improvement</td><td>\$30,151</td><td>\$10,050</td><td></td><td>752.000</td></tr></table>	Type	Actual	Assessed	Acres	SQFT	Residential Land	\$7,001	\$2,334	0.140		Residential Improvement	\$30,151	\$10,050		752.000
Type	Actual	Assessed	Acres	SQFT													
Residential Land	\$7,001	\$2,334	0.140														
Residential Improvement	\$30,151	\$10,050		752.000													
Transfers																	
Sale Date	Sale Price	Doc Description															
		Deed															
		Deed															
		Deed															
		Deed															
		Deed															
		Deed															

Tax History *(Estimated Taxes NOT TO BE USED TO MAKE PAYMENT)*

Tax Year	Taxes
*2025	\$314.44
2024	\$314.44

* Estimated

Images

- [Map](#)
- [Photo](#)
- [Sketch](#)
- [GIS](#)





Exhibit "2"

Case #: 202500005
Case Date: 10/16/24
Case Type:
Address Number: 807
Street Name: Second St.
Zoning Category: R-1
Commission District: 5
Description: Dilapidated Structure
Complainant Name: Sides
Complainant Phone: 5754394375
Complainant Address: 2010 Oregon Ave.
Responsible Party: Ryan Rice/Deandra Cordova
Responsible Party Phone Number: 0
DOB:
ID #:
Property Owners : J T Satcher
Property Owner Phone Number: 0
Reinspection: 11/18/2024
Court case number:
Court Date:
Compliance Inspection :
Certified Mail #:
Citation Number:
Flex Call Number:
Status: Draft Resolution
Assigned To: JOSH SIDES

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
01N4056094006447	807 SECOND ST	Subd: FLORIDA STREET SUB Lot: 3 E6", 4 W49.5' Block: 115A	SATCHER, J T		R-1

Activities

Date	Activity Type	Description	Employee	Status
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10/16/2024	Inspection	On October 16, 2024, I, Code Enforcement Manager Josh Sides, drove by 807 Second Street, Alamogordo, Otero County, New Mexico. This residence I and Officer Otero have been at attempting to gain voluntary compliance in getting the property cleaned for some time. I observed the property is still in disarray. I drafted and mailed an IPMC violation letter to the residents Mr. Ryan Rice and Ms. Deandra Cordova. Nothing Further	JOSH SIDES	Non-Compliance
12/23/2024	Inspection	On December 23, 2024, I, Code Enforcement Manager Josh Sides, was requested by Alamogordo Police Department to respond to 807 Second St., Alamogordo, Otero County, New Mexico. Upon arrival, I learned that APD Officer Lem held a search warrant for the property and was actively searching it. There were concerns over the living conditions within the residence. I entered the residence and met with Officer Lem. Officer Lem gave me permission to conduct my inspection regarding the residence. The interior of the residence was in a major state of disarray. There were trash, food, syringes, and other junk throughout the house limiting means of egress to the exterior in case of a fire. There were syringes and other drug paraphernalia in what appeared to be the child's bedroom. The kitchen was filthy and lacked maintenance. There was a propane tank in the living room that was used for heat. I located feces in the restroom toilet. Numerous walls had holes. It appeared there were foundation issues with sinking located at the living room. There was garbage, trash, and refuse all over the back yard. There was no water, electrical, or gas services to the residence. I took photographs of the residence and uploaded them to Visual Labs. I will be drafting a resolution to condemn the property.	JOSH SIDES	Non-Compliance

Violations

Date	Violation	Description	Notes	Status
12/23/2024	IPMC24 109.1 Unsafe conditions.	When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.		*Open
12/23/2024	IPMC24 109.1.1 Unsafe structures.	An unsafe structure is one that is found to be hazardous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is dangerous.		*Open
12/23/2024	IPMC24 109.1.3 Structure unfit for human occupancy.	A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.		*Open
12/23/2024	IPMC24 109.1.5 Hazardous structure or premises.	For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire		*Open

code of the jurisdiction as related to the requirements for existing buildings.

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

3. Any building, structure or portion thereof that is dangerous.

4. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

5. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

6. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

7. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

8. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

9. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

12/23/2024	IPMC24 302.1 Sanitation.	Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.	*Open
12/23/2024	IPMC24 304.13 Window, skylight and door frames.	Every window, skylight, door and frame shall be kept in sound condition, good repair and weathertight.	*Open
12/23/2024	IPMC24 304.2 Protective treatment.	Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.	*Open
12/23/2024	IPMC24 304.3 Premises identification.	Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102	*Open

		mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).	
12/23/2024	IPMC24 304.9 Overhang extensions.	Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.	*Open
12/23/2024	IPMC24 305.1.1 Potentially unsafe conditions.	The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the International Existing Building Code, the International Residential Code or the International Building Code: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations has deterioration or distress that appears to reduce its load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 4. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 5. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. Exceptions: 1. Where substantiated otherwise by an approved method. 2. Demolition of unsafe conditions shall be permitted where approved by the code official.	*Open
12/23/2024	IPMC24 305.3 Interior surfaces.	Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.	*Open
12/23/2024	IPMC24 305.6 Interior doors.	Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.	*Open
12/23/2024	IPMC24 306.1.1 Potentially unsafe conditions.	Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be considered to be unsafe and shall be addressed in compliance with the International Existing Building Code, the International Residential Code or the International Building Code: 1. Soils that have been subjected to any of the following conditions: 1.1. Collapse of footing or foundation system. 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion. 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil. 1.4. Inadequate soil as determined by a geotechnical investigation. 1.5. Where the allowable bearing capacity of the soil is in doubt. 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table. 2. Concrete that has been subjected to any of the following conditions: 2.1. Deterioration.	*Open

2.2. Ultimate deformation.

2.3. Fractures.

2.4. Fissures.

2.5. Spalling.

2.6. Exposed reinforcement.

2.7. Detached, dislodged or failing connections.

3. Aluminum that has been subjected to any of the following conditions:

3.1. Deterioration.

3.2. Corrosion.

3.3. Elastic deformation.

3.4. Ultimate deformation.

3.5. Stress or strain cracks.

3.6. Joint fatigue.

3.7. Detached, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:

4.1. Deterioration.

4.2. Ultimate deformation.

4.3. Fractures in masonry or mortar joints.

4.4. Fissures in masonry or mortar joints.

4.5. Spalling.

4.6. Exposed reinforcement.

4.7. Detached, dislodged or failing connections.

5. Steel that has been subjected to any of the following conditions:

5.1. Deterioration.

5.2. Elastic deformation.

5.3. Ultimate deformation.

5.4. Metal fatigue.

5.5. Detached, dislodged or failing connections.

6. Wood that has been subjected to any of the following conditions:

6.1. Ultimate deformation.

6.2. Deterioration.

6.3. Damage from insects, rodents and other vermin.

6.4. Fire damage beyond charring.

6.5. Significant splits and checks.

6.6. Horizontal shear cracks.

6.7. Vertical shear cracks.

6.8. Inadequate support.

6.9. Detached, dislodged or failing connections.

6.10. Excessive cutting and notching.

Exceptions:

1. Where substantiated otherwise by an approved method.

2. Demolition of unsafe conditions shall be permitted where approved by the code official.

12/23/2024	IPMC24 308.1 Accumulation of rubbish or garbage.	Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.	*Open
12/23/2024	IPMC24 308.2 Disposal of rubbish.	Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.	*Open
12/23/2024	IPMC24 308.2.2 Refrigerators.	Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.	*Open
12/23/2024	IPMC24 308.3 Disposal of garbage.	Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.	*Open
12/23/2024	IPMC24 309.1 Infestation.	Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to	*Open

		human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.	
12/23/2024	IPMC24 309.3 Single occupant.	The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.	*Open
12/23/2024	IPMC24 504.1 General.	Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.	*Open
12/23/2024	IPMC24 505.1 General.	Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.	*Open
12/23/2024	IPMC24 505.3 Supply.	The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.	*Open
12/23/2024	IPMC24 505.4 Water heating facilities.	Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature not less than 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.	*Open
12/23/2024	IPMC24 602.2 Residential occupancies.	Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used, nor shall portable unvented fuelburning space heaters be used, as a means to provide required heating. The installation of one or more portable space heaters shall not be used to achieve compliance with this section. Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.	*Open
12/23/2024	IPMC24 603.1 Mechanical equipment and appliances.	Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.	*Open
12/23/2024	IPMC24 604.2 Service.	The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.	*Open
12/23/2024	IPMC24 702.1 General.	A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the code under which the building was constructed.	*Open

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 01/05/2025

Report No: 7.

Submitted By: Justen Boyle

Subject: Consider, and act upon, the award of Public Works Bid No. 2024-012, Desert Lakes Golf Course Irrigation System Improvements Project, No. GC2402, to Mid-American Golf and Landscape, Inc., related to the Desert Lakes Golf Course Irrigation System Improvements Project for an amount not to exceed \$2,369,508.23, excluding NMGRT. *(Justen Boyle, Senior Project Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Award

Background: Installation of an ENTIRE Irrigation system of all 18 holes and driving range as per the Irrigation Plan Set and Specifications, including all appropriate fees, and licenses.

December 31, 2024



Justen Boyle
Senior Project Manager
City of Alamogordo
1376 East Ninth Street
Alamogordo, New Mexico 88310

Re: Desert Lakes Golf Course Irrigation Improvements– Bid Recommendation

Mr. Boyle:

One (1) bid was received for the Desert Lakes Golf Course Irrigation Improvements by Mid-America Golf and Landscape, Inc.

Lump Sum Bid Price: \$2,369,508.23 excluding NMGRT.

We recommend the acceptance of the above bid for the construction of the improvements.

Sincerely,
Pland Collaborative

A handwritten signature in black ink, appearing to read "Jeff Stuart", with a stylized flourish at the end.

Jeff Stuart
Principal Landscape Architect

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 01/07/2025

Report No: 8.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2025-04 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 January 14, 2025. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Beginning Cash Balances - \$94,846,611

Revenues - \$1,521,106 Increase

Expenditures - \$8,824,710 Increase

Transfers In - \$5,151,368 Increase

Transfers Out - \$5,151,368 Increase

Recommendation: Approve the Resolution Request

Background: The City Commission adopted the FY 2024-2025 budget on July 30, 2024. Resolution 2025-04 amends the budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of the revisions are attached for your review.

**ALL FUNDS SUMMARY
BUDGET 2024-2025**

1/12TH REQ RSRV
2,114,765
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
4,878,812

FUND NO.	FY 2024-2025 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	16,059,659	28,366,554	2,191,693	13,778,409	(11,586,716)	25,377,175	7,462,322	2,583,510	4,878,812
12	INTERNAL SERVICE FUND	228,757	209,892	5,620,014	0	5,620,014	6,043,663	15,000		\$15,000
15	CORRECTIONS-JAIL	52,819	42,000	70,000	0	70,000	114,000	50,819		\$50,819
16	LODGER'S TAX-PROMOTIONAL FUND	161,757	3,998	120,000	2,491	117,509	255,069	28,195		\$28,195
17	POLICE COURT BOND	8,638	0	0	0	0	0	8,638		\$8,638
19	COURT AUTOMATION FUND	9,846	13,500	0	0	0	15,650	7,696		\$7,696
20	LODGER'S TAX-CITY	196,063	80,929	442,000	100,569	341,431	568,283	50,140		\$50,140
21	D.A.R.E. DONATIONS FUND	19,848	2,378	0	0	0	19,794	2,432		\$2,432
24	GRANT CAPITAL IMPROVEMENT	(0)	10,868,036	3,582,284	0	3,582,284	13,564,872	885,448		\$885,448
27	MUNICIPAL COURT OPERATIONS	100	8,000	507,925	0	507,925	514,750	1,275		\$1,275
28	POLICE CONTINGENCY	70,514	1,257	0	0	0	10,000	61,771		\$61,771
31	CEMETERY-PERPETUAL CARE	895,842	30,654	0	105,000	(105,000)	0	821,496		\$821,496
32	COMMUNITY SERVICES	6,775	720,795	6,152,200	0	6,152,200	6,878,015	1,755		\$1,755
33	FIRE PROTECTION	1,746,026	936,883	0	0	0	2,544,949	137,960		\$137,960
35	HIDTA GRANT FUND	(0)	26,150	0	0	0	26,150	(0)		(\$0)
36	LAW ENFORCEMENT FUND	39,979	159,500	0	0	0	199,479	0		\$0
37	STATE HIGHWAY FUND	131,707	26,516	0	0	0	20,225	137,998		\$137,998
38	TRAFFIC SAFETY FUND	80,357	16,124	0	0	0	15,000	81,481		\$81,481
39	STATE JUDICIAL	9,336	34,000	0	0	0	34,000	9,336		\$9,336
42	1984 GROSS RECEIPTS TAX	3,700,226	2,386,432	0	4,975,740	(4,975,740)	40,794	1,070,124	252,119	\$818,005
44	TRANSPORTATION FUND	100,000	1,214,855	5,511,749	390,177	5,121,572	6,388,913	47,514		\$47,514
48	NEW MEXICO C.D.B.G.	(0)	32,825	113,305	0	113,305	113,351	32,779		\$32,779
49	1986 GROSS RECEIPTS TAX	5,954,277	2,413,006	0	4,208,347	(4,208,347)	1,115,096	3,043,840	268,391	\$2,775,449
50	PROPERTY ACQUISITION	85,010	0	0	0	0	0	85,010		\$85,010
53	GENERAL OBLIGATION	1,040,442	1,225,613	0	0	0	1,220,245	1,045,810	557,029	\$488,781
54	REVERSE OSMOSIS PROJECT RSV	20,950	0	9,430	0	9,430	9,430	20,950		\$20,950
56	99 GRT FLOOD CONTROL BOND PROJ	0	0	264,793	0	264,793	264,793	0		\$0
59	REVENUE BOND P & I FUND	17,899	0	2,356,842	0	2,356,842	2,356,842	17,899		\$17,899
61	MUNICIPAL INFRASTRUCTURE .0625%	2,420,364	615,132	0	739,829	(739,829)	10,199	2,285,468		\$2,285,468
63	COMMUNITY DEVELOPMENT	2,500	0	591,484	32,400	559,084	558,589	2,995		\$2,995
69	1994 GROSS RECEIPTS	5,257,345	2,393,173	0	2,830,517	(2,830,517)	40,794	4,779,207	553,051	\$4,226,156
71	ALAMO SENIOR CENTER	7,430	824,516	974,184	0	974,184	1,804,271	1,859		\$1,859
74	ALAMO SENIOR CENTER GIFT	141,577	9,084	0	4,500	(4,500)	45,159	101,002		\$101,002
75	RETIRED & SENIOR VOL. PROGRAM	0	144,307	34,000	0	34,000	178,226	81		\$81
81	WATER/SEWER OPERATING	15,780,798	15,822,494	2,464,315	3,980,025	(1,515,710)	21,838,406	8,249,176	1,463,850	\$6,785,326
82	98 JT WATER/SEWER BOND P&I	44,934	930	1,867,717	0	1,867,717	1,867,717	45,864		\$45,864
86	SOLID WASTE COLLECTION SYS.	1,299,061	2,576,603	240,000	64,278	175,722	3,042,524	1,008,862	178,583	\$830,279
88	BONITO CAMPGROUND	403,939	8,003	142,394	0	142,394	312,500	241,836		\$241,836
89	ESGRT .0625%	2,269,616	614,478	0	640,000	(640,000)	732,425	1,511,669		\$1,511,669
90	GOLF COURSE	2,000	1,729,350	510,080	0	510,080	2,239,952	1,478		\$1,478

ALL FUNDS SUMMARY
BUDGET 2024-2025

1/12TH REQ RSRV
2,114,765
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
4,878,812

FUND NO.	FY 2024-2025 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
91	AIRPORT	44,790	2,151,321	299,847	0	299,847	2,473,397	22,561		\$22,561
94	OTERO GREENTREE REG LANDFILL	3,563,355	1,457,768	0	0	0	2,869,780	2,151,343		\$2,151,343
96	SELF-INSURED FUND	250,280	60,512	0	0	0	105,031	205,761		\$205,761
98	PAYROLL CLEARING	237,137	0	0	0	0	0	237,137		\$237,137
104	UTILITY DEPOSITS	631,460	0	0	0	0	0	631,460		\$631,460
105	ECONOMIC DEVELOPMENT	7,118,206	1,307,163	0	4,000,880	(4,000,880)	187,366	4,237,123		\$4,237,123
107	SELF INSURED/LIABILITY	957,054	15,527	0	0	0	535,000	437,581		\$437,581
109	2004 GRT CAPITAL OUTLAY	17,796,726	4,972,032	0	2,213,094	(2,213,094)	9,286,187	11,269,477	534,452	\$10,735,025
114	SIDEWALKS REVOLVING LOANS	948	0	0	0	0	0	948		\$948
115	CORP ESCROW ACCOUNT RESERVE	1,000	0	0	0	0	0	1,000		\$1,000
119	2012 GRT REF/IMP REVBD	123,446	3,691	0	0	0	113,306	13,831		\$13,831
121	2015 GO BONDS-FUN CENTER	94,336	2,091	0	0	0	0	96,427		\$96,427
122	2015 GO BONDS-STREETS	182,786	4,053	0	0	0	0	186,839		\$186,839
124	AMERICAN RESCUE PLAN ACT	5,535,524	159,951	0	0	0	5,262,079	433,396		\$433,396
125	CANNABIS GRT	43,175	269,040	0	0	0	269,040	43,175		\$43,175
127	QUALITY OF LIFE CAPITAL	0	0	4,000,000	0	4,000,000	4,000,000	0		\$0
901	HOUSING LOW RENT OPERATING	0	0	0	0	0	0	0		\$0
903	HOUSING HOMEOWNERSHIP OPER	0	0	0	0	0	0	0		\$0
904	HOUSING CAPITAL FUND PROJECTS	0	0	0	0	0	0	0		\$0
TOTALS FY2025		94,846,611	83,961,116	38,066,256	38,066,256	0	125,482,486	53,325,241	6,390,985	46,934,256

ALL FUNDS SUMMARY

BUDGET 2024-2025

1/12TH REQ RSRV
2,114,765
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
4,878,812

FY25 BUDGET - RESOLUTION 2025-04 (#7) January 14, 2025

FUND NO.	FY 2023-2024 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	16,059,659	28,364,054	1,814,175	13,328,409	(11,514,234)	24,997,157	7,912,322	2,583,510	5,328,812
	#2025-6-1282 Foundation Grant		2,500			0	2,500	0		0
	#2025-7-318 Yearout Change Order			377,518		377,518	377,518	0		0
	#2025-7-320 Golf Course Local Funds				450,000	(450,000)		(450,000)		(450,000)
	Total Revised Fund 11	16,059,659	28,366,554	2,191,693	13,778,409	(11,586,716)	25,377,175	7,462,322	2,583,510	4,878,812
12	INTERNAL SERVICE FUND	228,757	208,824	5,620,014	0	5,620,014	6,042,595	15,000		15,000
	#2025-6-994 Sale of Scrap		1,068			0	1,068	0		0
	Total Revised Fund 12	228,757	209,892	5,620,014	0	5,620,014	6,043,663	15,000		15,000
15	CORRECTIONS-JAIL	52,819	42,000	70,000	0	70,000	114,000	50,819		50,819
	Total Revised Fund 15	52,819	42,000	70,000	0	70,000	114,000	50,819		50,819
16	LODGER'S TAX-PROMOTIONAL FUND	161,757	3,998	120,000	2,491	117,509	255,069	28,195		28,195
	Total Revised Fund 16	161,757	3,998	120,000	2,491	117,509	255,069	28,195		28,195
17	POLICE COURT BOND	8,638	0			0		8,638		8,638
	Total Revised Fund 17	8,638	0	0	0	0	0	8,638		8,638
19	COURT AUTOMATION FUND	9,846	13,500	0	0	0	14,650	8,696		8,696
	#2025-6-1283 Server Installation					0	1,000	(1,000)		(1,000)
	Total Revised Fund 19	9,846	13,500	0	0	0	15,650	7,696		7,696
20	LODGER'S TAX-CITY	196,063	80,929	442,000	100,569	341,431	568,283	50,140		50,140
	Total Revised Fund 20	196,063	80,929	442,000	100,569	341,431	568,283	50,140		50,140
21	D.A.R.E. DONATIONS FUND	19,848	2,378	0	0	0	19,794	2,432		2,432
	Total Revised Fund 21	19,848	2,378	0	0	0	19,794	2,432		2,432
24	GRANT CAPITAL IMPROVEMENT	(0)	9,360,786	2,808,434	0	2,808,434	11,283,772	885,448		885,448
	#2025-6-1882 Best Friends Grant		2,000			0	2,000	0		0
	#2025-7-317 CBC Change Order			63,850		63,850	63,850	0		0
	#2025-7-320 Golf Course Local Funds			450,000		450,000	450,000	0		0
	#2025-7-322 Great Blocks II		1,000,000	260,000		260,000	1,260,000	0		0
	#2025-7-322 Governor's Funds		505,250			0	505,250	0		0
	Total Revised Fund 24	(0)	10,868,036	3,582,284	0	3,582,284	13,564,872	885,448		885,448
27	MUNICIPAL COURT OPERATIONS	100	8,000	507,925	0	507,925	514,750	1,275		1,275
	Total Revised Fund 27	100	8,000	507,925	0	507,925	514,750	1,275		1,275
28	POLICE CONTINGENCY	70,514	1,257	0	0	0	10,000	61,771		61,771
	Total Revised Fund 28	70,514	1,257	0	0	0	10,000	61,771		61,771
31	CEMETERY-PERPETUAL CARE	895,842	30,654	0	105,000	(105,000)	0	821,496		821,496
	Total Revised Fund 31	895,842	30,654	0	105,000	(105,000)	0	821,496		821,496
32	COMMUNITY SERVICES	6,775	710,507	6,152,200	0	6,152,200	6,867,727	1,755		1,755
	#2025-6-1613 State Library Grant		10,288			0	10,288	0		0
	Total Revised Fund 32	6,775	720,795	6,152,200	0	6,152,200	6,878,015	1,755		1,755
33	FIRE PROTECTION	1,746,026	936,883	0	0	0	2,544,949	137,960		137,960
	Total Revised Fund 33	1,746,026	936,883	0	0	0	2,544,949	137,960	0	137,960
35	HIDTA GRANT FUND	(0)	26,150			0	26,150	(0)		(0)
	Total Revised Fund 35	(0)	26,150	0	0	0	26,150	(0)		(0)
36	LAW ENFORCEMENT FUND	39,979	159,500	0	0	0	199,479	0		0

	Total Revised Fund 36	39,979	159,500	0	0	0	199,479	0	0
37	STATE HIGHWAY FUND	131,707	26,516	0	0	0	20,225	137,998	137,998
	Total Revised Fund 37	131,707	26,516	0	0	0	20,225	137,998	137,998
38	TRAFFIC SAFETY FUND	80,357	16,124	0	0	0	15,000	81,481	81,481
	Total Revised Fund 38	80,357	16,124	0	0	0	15,000	81,481	81,481
39	STATE JUDICIAL	9,336	34,000	0	0	0	34,000	9,336	9,336
	Total Revised Fund 39	9,336	34,000	0	0	0	34,000	9,336	9,336
42	1984 GROSS RECEIPTS TAX	3,700,226	2,386,432	0	4,975,740	(4,975,740)	40,794	1,070,124	252,119
	Total Revised Fund 42	3,700,226	2,386,432	0	4,975,740	(4,975,740)	40,794	1,070,124	252,119
44	TRANSPORTATION FUND	100,000	1,214,855	5,511,749	390,177	5,121,572	6,388,913	47,514	47,514
	Total Revised Fund 44	100,000	1,214,855	5,511,749	390,177	5,121,572	6,388,913	47,514	47,514
48	NEW MEXICO C.D.B.G.	(0)	32,825	113,305	0	113,305	113,351	32,779	32,779
	Total Revised Fund 48	(0)	32,825	113,305	0	113,305	113,351	32,779	32,779
49	1986 GROSS RECEIPTS TAX	5,954,277	2,413,006	0	3,830,829	(3,830,829)	1,115,096	3,421,358	268,391
	#2025-7-318 Yearout Change Order				377,518	(377,518)		(377,518)	(377,518)
	Total Revised Fund 49	5,954,277	2,413,006	0	4,208,347	(4,208,347)	1,115,096	3,043,840	268,391
50	PROPERTY ACQUISITION	85,010	0	0	0	0	85,010		85,010
	Total Revised Fund 50	85,010	0	0	0	0	85,010		85,010
53	GENERAL OBLIGATION	1,040,442	1,225,613	0	0	0	1,220,245	1,045,810	557,029
	Total Revised Fund 53	1,040,442	1,225,613	0	0	0	1,220,245	1,045,810	557,029
54	REVERSE OSMOSIS PROJECT RSV	20,950	0	9,430	0	9,430	9,430	20,950	20,950
	Total Revised Fund 54	20,950	0	9,430	0	9,430	9,430	20,950	20,950
56	99 GRT FLOOD CONTROL BOND PROJ	0	0	264,793	0	264,793	264,793	0	0
	Total Revised Fund 56	0	0	264,793	0	264,793	264,793	0	0
59	REVENUE BOND P & I FUND	17,899	0	2,356,842	0	2,356,842	2,356,842	17,899	17,899
	Total Revised Fund 59	17,899	0	2,356,842	0	2,356,842	2,356,842	17,899	17,899
61	MUNICIPAL INFRASTRUCTURE .0625%	2,420,364	615,132	0	739,829	(739,829)	10,199	2,285,468	2,285,468
	Total Revised Fund 61	2,420,364	615,132	0	739,829	(739,829)	10,199	2,285,468	2,285,468
63	COMMUNITY DEVELOPMENT	2,500	0	591,484	32,400	559,084	558,589	2,995	2,995
	Total Revised Fund 63	2,500	0	591,484	32,400	559,084	558,589	2,995	2,995
69	1994 GROSS RECEIPTS	5,257,345	2,393,173	0	2,830,517	(2,830,517)	40,794	4,779,207	553,051
	Total Revised Fund 69	5,257,345	2,393,173	0	2,830,517	(2,830,517)	40,794	4,779,207	553,051
71	ALAMO SENIOR CENTER	7,430	824,516	974,184	0	974,184	1,804,271	1,859	1,859
	Total Revised Fund 71	7,430	824,516	974,184	0	974,184	1,804,271	1,859	1,859
74	ALAMO SENIOR CENTER GIFT	141,577	9,084	0	4,500	(4,500)	45,159	101,002	101,002
	Total Revised Fund 74	141,577	9,084	0	4,500	(4,500)	45,159	101,002	101,002
75	RETIRED & SENIOR VOL. PROGRAM	0	144,307	34,000	0	34,000	178,226	81	81
	Total Revised Fund 75	0	144,307	34,000	0	34,000	178,226	81	81
81	WATER/SEWER OPERATING	15,780,798	15,822,494	2,464,315	3,980,025	(1,515,710)	20,106,843	9,980,739	1,463,850
	#2025-7-316 Tank Rehabilitation					0	1,352,563	(1,352,563)	(1,352,563)
	#2025-7-321 WSRP 003 Design					0	379,000	(379,000)	(379,000)
	Total Revised Fund 81	15,780,798	15,822,494	2,464,315	3,980,025	(1,515,710)	21,838,406	8,249,176	1,463,850
82	98 JT WATER/SEWER BOND P&I	44,934	930	1,867,717	0	1,867,717	1,867,717	45,864	45,864
	Total Revised Fund 82	44,934	930	1,867,717	0	1,867,717	1,867,717	45,864	45,864
86	SOLID WASTE COLLECTION SYS.	1,299,061	2,576,603	240,000	64,278	175,722	3,042,524	1,008,862	178,583
	Total Revised Fund 86	1,299,061	2,576,603	240,000	64,278	175,722	3,042,524	1,008,862	178,583
88	BONITO CAMPGROUND	403,939	8,003	142,394	0	142,394	312,500	241,836	241,836
	Total Revised Fund 88	403,939	8,003	142,394	0	142,394	312,500	241,836	241,836
89	ESGRT .0625%	2,269,616	614,478	0	640,000	(640,000)	732,425	1,511,669	1,511,669
	Total Revised Fund 89	2,269,616	614,478	0	640,000	(640,000)	732,425	1,511,669	1,511,669
90	GOLF COURSE	2,000	1,729,350	510,080	0	510,080	2,239,952	1,478	1,478
	Total Revised Fund 90	2,000	1,729,350	510,080	0	510,080	2,239,952	1,478	1,478
91	AIRPORT	44,790	2,151,321	299,847	0	299,847	2,473,397	22,561	22,561
	Total Revised Fund 91	44,790	2,151,321	299,847	0	299,847	2,473,397	22,561	22,561

94	OTERO GREENTREE REG LANDFILL	3,563,355	1,457,768	0	0	0	2,869,780	2,151,343		2,151,343
	Total Revised Fund 94	3,563,355	1,457,768	0	0	0	2,869,780	2,151,343	0	2,151,343
96	SELF-INSURED FUND	250,280	60,512	0	0	0	105,031	205,761		205,761
	Total Revised Fund 96	250,280	60,512	0	0	0	105,031	205,761	0	205,761
98	PAYROLL CLEARING	237,137	0			0		237,137		237,137
	Total Revised Fund 98	237,137	0	0	0	0	0	237,137	0	237,137
104	UTILITY DEPOSITS	631,460	0			0		631,460		631,460
	Total Revised Fund 104	631,460	0	0	0	0	0	631,460	0	631,460
105	ECONOMIC DEVELOPMENT	7,118,206	1,307,163	0	880	(880)	187,366	8,237,123		8,237,123
	#2025-7-319 Move Cash for GRT				4,000,000	(4,000,000)		(4,000,000)		(4,000,000)
	Total Revised Fund 105	7,118,206	1,307,163	0	4,000,880	(4,000,880)	187,366	4,237,123		4,237,123
107	SELF INSURED/LIABILITY	957,054	15,527			0	535,000	437,581		437,581
	Total Revised Fund 107	957,054	15,527	0	0	0	535,000	437,581	0	437,581
109	2004 GRT CAPITAL OUTLAY	17,796,726	4,972,032	0	1,889,244	(1,889,244)	8,879,187	12,000,327	534,452	11,465,875
	#2025-7-317 CBC Change Order				63,850	(63,850)		(63,850)		(63,850)
	#2025-7-321 WSRP 003 Design					0	407,000	(407,000)		(407,000)
	#2025-7-322 Great Blocks II				260,000	(260,000)		(260,000)		(260,000)
	Total Revised Fund 109	17,796,726	4,972,032	0	2,213,094	(2,213,094)	9,286,187	11,269,477	534,452	10,735,025
114	SIDEWALKS REVOLVING LOANS	948	0			0	0	948		948
	Total Revised Fund 114	948	0	0	0	0	0	948	0	948
115	CORP ESCROW ACCOUNT RESERVE	1,000	0			0		1,000		1,000
	Total Revised Fund 114	1,000	0	0	0	0	0	1,000	0	1,000
119	2012 GRT REF/IMP REVBD	123,446	3,691	0	0	0	113,306	13,831		13,831
	Total Revised Fund 119	123,446	3,691	0	0	0	113,306	13,831		13,831
121	2015 GO BONDS-FUN CENTER	94,336	2,091			0	0	96,427		96,427
	Total Revised Fund 121	94,336	2,091	0	0	0	0	96,427		96,427
122	2015 GO BONDS-STREETS	182,786	4,053			0	0	186,839		186,839
	Total Revised Fund 122	182,786	4,053	0	0	0	0	186,839		186,839
124	AMERICAN RESCUE PLAN ACT	5,535,524	159,951	0	0	0	5,249,406	446,069		446,069
	#2025-7-315 Correct ARPA					0	12,673	(12,673)		(12,673)
	Total Revised Fund 124	5,535,524	159,951	0	0	0	5,262,079	433,396		433,396
125	CANNABIS GRT	43,175	269,040	0	0	0	269,040	43,175		43,175
	Total Revised Fund 125	43,175	269,040	0	0	0	269,040	43,175		43,175
127	QUALITY OF LIFE CAPITAL	0	0	0	0	0	0	0		0
	#2025-7-319 Move Cash for GRT			4,000,000		4,000,000	4,000,000	0		0
	Total Revised Fund 127	0	0	4,000,000	0	4,000,000	4,000,000	0		0
901	HOUSING LOW RENT OPERATING	0	0			0	0	0		0
	Total Revised Fund 901	0	0	0	0	0	0	0	0	0
903	HOUSING HOMEOWNERSHIP OPER	0	0			0	0	0		0
	Total Revised Fund 903	0	0	0	0	0	0	0	0	0
904	HOUSING CAPITAL FUND PROJECTS	0	0			0	0	0		0
	Total Revised Fund 904	0	0	0	0	0	0	0		0
TOTALS FY2025		94,846,611	83,961,116	38,066,256	38,066,256	0	125,482,486	53,325,241	6,390,985	46,457,686

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	6	994												
BUA	012.200.3303.0000.40615.	12/12/2024	2501FM							MISC REVENUE-SALE OF SCRAP Sale of Scrap	T			1,068.00
						Moving revenue from sale of scrap to other tools.								
BUA	012.200.3303.0000.56011.	12/12/2024	2501FM							OTHER-TOOLS Other tools	T		1,068.00	
													.00	.00
BUA	012.000.0000.0000.30301.	12/12/2024	2501FM							APPROPRIATIONS				1,068.00
BUA	012.000.0000.0000.30303.	12/12/2024	2501FM							ESTIMATED REVENUE			1,068.00	
										SYSTEM GENERATED ENTRIES TOTAL			1,068.00	1,068.00
										JOURNAL 2025/06/994 TOTAL			1,068.00	1,068.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T	OB	DEBIT	CREDIT
2025	6	1282												
BUA	011.400.4104.0000.40601.				12/17/2024	241221		241221		MISC REVENUE-DONATIONS	T			2,500.00
					[2024-12-17 14:33:46	teresa.guiterrez]:				MISC REVENUE-DONATIONS				
						Donation received from Sacramento Mountain Foundation for APD staff Christmas party and/or appreciation gifts.								
BUA	011.400.4104.0000.53035.				12/17/2024	241221		241221		SUPPLIES-DESIGNATED MATERIALS	T		2,500.00	
										MISC REVENUE-DONATIONS				
													.00	.00
BUA	011.000.0000.0000.30301.				12/17/2024	241221		241221		APPROPRIATIONS				2,500.00
BUA	011.000.0000.0000.30303.				12/17/2024	241221		241221		ESTIMATED REVENUE			2,500.00	
										SYSTEM GENERATED ENTRIES TOTAL			2,500.00	2,500.00
										JOURNAL 2025/06/1282 TOTAL			2,500.00	2,500.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF	1	REF	2	REF	3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
2025	6	1283																		
BUA	019.700.2701.0000.55502.																		1,000.00	
	12/17/2024	server																		
	funds transfer T transfer funds to transfer ser																			
	we purchased a new server for the court. we will need the court software company and																			
	BITS to work to complete the transfer from old server to the new server.																			
	[2024-12-17 13:33:36 leslie.budner]:																			
																			.00	.00
BUA	019.000.0000.0000.30301.																			1,000.00
	12/17/2024	server																		
	funds transfer																			
BUA	019.000.0000.0000.30302.																		1,000.00	
	12/17/2024	server																		
	funds transfer																			
																			1,000.00	1,000.00
																			1,000.00	1,000.00
																			1,000.00	1,000.00
																			1,000.00	1,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	6	1613												
BUA	032.300.7101.0000.53026.									SUPPLIES-BOOK/PERIODICAL/AUDIO	5		10,288.00	
	12/21/2024	LIBGIA		LIBGIA	LIBGIA					T STATE LIB GRANTS IN AID 2025				
Increase Library budget to include State Grants-in-Aid from NM State Library.														
Approved by City Commissioners on November 19, 2024.														
[2024-12-21 14:23:45 kim.underwood]:														
BUA	032.300.7101.0000.40704.									GRANTS-STATE LIBRARY AID	5			10,288.00
	12/21/2024	LIBGIA		LIBGIA	LIBGIA					T STATE LIB GRANTS IN AID 2025				
Increase Library budget to include State Grants-in-Aid from NM State Library.														
Approved by City Commissioners on November 19, 2024.														
[2024-12-21 14:19:44 kim.underwood]:														
													.00	.00
BUA	032.000.0000.0000.30301.									APPROPRIATIONS				10,288.00
	12/21/2024	LIBGIA		LIBGIA	LIBGIA									
BUA	032.000.0000.0000.30303.									ESTIMATED REVENUE			10,288.00	
	12/21/2024	LIBGIA		LIBGIA	LIBGIA									
SYSTEM GENERATED ENTRIES TOTAL													10,288.00	10,288.00
JOURNAL 2025/06/1613 TOTAL													10,288.00	10,288.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	6	1882												
BUA	024.000.0000.0000.40701.	12/27/2024	241227	241227						GRANTS-FEDERAL GRANT FUNDING	T	5		2,000.00
[2024-12-27 11:20:49 teresa.guiterrez]:														
Additional FEMA funding of \$2,000 received for the Emergency Food & Shelter Grant; Increase in PO 224000870 of \$1,000 for emergency shelter funds (Quality Inn); Obtain a new PO for \$1,000 in emergency food purchase from Walmart														
BUA	024.000.0000.0000.54520.	12/27/2024	241227	241227						SERVICES-CONTRACT EMERGENCY SHELTER	T	5	1,000.00	
BUA	024.000.0000.0000.53018.	12/27/2024	241227	241227						SUPPLIES-PROGRAM EMERGENCY SHELTER	T	5	1,000.00	
													.00	.00
BUA	024.000.0000.0000.30301.	12/27/2024	241227	241227						APPROPRIATIONS				2,000.00
BUA	024.000.0000.0000.30303.	12/27/2024	241227	241227						ESTIMATED REVENUE			2,000.00	
SYSTEM GENERATED ENTRIES TOTAL													2,000.00	2,000.00
JOURNAL 2025/06/1882 TOTAL													2,000.00	2,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	7	315												
BUA	124,000.0000.0000.57008.				01/05/2025	Interest	EAH90			CAPITAL-COMMUNICATIONS Increase for SCADA Project	5		12,673.00	
[2025-01-06 18:57:35 evelyn.huff]:														
Additional cash was generated from the interest earned on the ARPA money. This cash is being budgeted to help complete the SCADA project with is funded almost completely with ARPA funds.														
													.00	.00
BUA	124,000.0000.0000.30301.				01/05/2025	Interest	EAH90			APPROPRIATIONS				12,673.00
BUA	124,000.0000.0000.30302.				01/05/2025	Interest	EAH90			BUDGET FUND BAL - UNRESERVED			12,673.00	
SYSTEM GENERATED ENTRIES TOTAL													12,673.00	12,673.00
JOURNAL 2025/07/315 TOTAL													12,673.00	12,673.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	7	316												
BUA	081.600.9303.0000.57027.				01/05/2025	Tank	EAH91			CAPITAL-TANK IMPROVEMENTS Converting to Local Funds	5		1,352,563.00	
[2025-01-06 19:39:21 evelyn.huff]:														
A portion of the expense for the Lower Heights GST rehab is being moved to Fund 081 Water/Sewer from Fund 124. Most of these funds will not be used unless there is significant damage to the floor of the tank.														
													.00	.00
BUA	081.000.0000.0000.30301.				01/05/2025	Tank	EAH91			APPROPRIATIONS				1,352,563.00
BUA	081.000.0000.0000.30302.				01/05/2025	Tank	EAH91			BUDGET FUND BAL - UNRESERVED			1,352,563.00	
SYSTEM GENERATED ENTRIES TOTAL													1,352,563.00	1,352,563.00
JOURNAL 2025/07/316 TOTAL													1,352,563.00	1,352,563.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	7	317												
BUA	024.000.0000.0000.57033.				01/05/2025	10th CBC	EAH91			CAPITAL-INFRASTRUCTURE Increase for Change Order	5		63,850.00	
[2025-01-06 19:51:18 evelyn.huff]:														
while excavating for the 10th Street CBC Bridge Repair, the 10" reclaimed water line was found to be in a different area than originally believed. This budget revision funds the change order to relocate the reclaimed water line to a more convenient place in regards to the new bridge. As builts will be provided to allow for better project planning in the future.														
BUA	024.000.0000.0000.49109.				01/05/2025	10th CBC	EAH91			TRAN FR (109) 2004 GRT Increase for Change Order	5			63,850.00
BUA	109.000.0000.0000.59024.				01/05/2025	10th CBC	EAH91			TRAN TO (24) CAPITAL IMP Increase for Change Order	5		63,850.00	
													.00	.00
BUA	024.000.0000.0000.30301.				01/05/2025	10th CBC	EAH91			APPROPRIATIONS				63,850.00
BUA	109.000.0000.0000.30301.				01/05/2025	10th CBC	EAH91			APPROPRIATIONS				63,850.00
BUA	024.000.0000.0000.30303.				01/05/2025	10th CBC	EAH91			ESTIMATED REVENUE			63,850.00	
BUA	109.000.0000.0000.30302.				01/05/2025	10th CBC	EAH91			BUDGET FUND BAL - UNRESERVED			63,850.00	
SYSTEM GENERATED ENTRIES TOTAL													127,700.00	127,700.00
JOURNAL 2025/07/317 TOTAL													127,700.00	127,700.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	7	318												
BUA	011.000.2400.0000.57006.				01/05/2025	Yearout	EAH92			CAPITAL-BUILDING IMPROVEMENT Increase for Change Order 1	5		377,518.00	
[2025-01-06 20:09:52 evelyn.huff]:														
Change order 1 was approved by the commission on December 17, 2024 and is for the standardization of LED lights throughout city buildings. This revision will increase the budget using a transfer in from Fund 049.														
BUA	011.000.0000.0000.49049.				01/05/2025	Yearout	EAH92			TRAN FR (49) '86 GRT Increase for Change Order 1	5			377,518.00
BUA	049.000.0000.0000.59011.				01/05/2025	Yearout	EAH92			TRAN TO (11) GENERAL OP Increase for Change Order 1	5		377,518.00	
													.00	.00
BUA	011.000.0000.0000.30301.				01/05/2025	Yearout	EAH92			APPROPRIATIONS				377,518.00
BUA	049.000.0000.0000.30301.				01/05/2025	Yearout	EAH92			APPROPRIATIONS				377,518.00
BUA	011.000.0000.0000.30303.				01/05/2025	Yearout	EAH92			ESTIMATED REVENUE			377,518.00	
BUA	049.000.0000.0000.30302.				01/05/2025	Yearout	EAH92			BUDGET FUND BAL - UNRESERVED			377,518.00	
SYSTEM GENERATED ENTRIES TOTAL													755,036.00	755,036.00
JOURNAL 2025/07/318 TOTAL													755,036.00	755,036.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	7	319												
BUA	105.000.0000.0000.59127.				01/05/2025	Natatorium EAH93				TRAN TO (127) QOL CAPITAL	5		4,000,000.00	
					[2025-01-06 20:19:23	evelyn.huff]:				Transferring funds to New Fund				
Fund 127 is the Quality of Life Capital fund. The first project taken from here will be the design and construction of a new natatorium. Per the approved ballot item, \$4,000,000 of fund balance is being moved from Fund 105 Economic Development. This will be used to fund the design of the natatorium, the installation of the needed driveway and installation of needed water lines.														
BUA	127.000.0000.0000.49105.				01/05/2025	Natatorium EAH93				TRAN FR (105) ECON DEV	5			4,000,000.00
										Transferring funds to New Fund				
BUA	127.300.6106.0000.57002.				01/05/2025	Natatorium EAH93				CAPITAL-ENGINEERING	5		4,000,000.00	
										Transferring funds to New Fund				
													.00	.00
BUA	105.000.0000.0000.30301.				01/05/2025	Natatorium EAH93				APPROPRIATIONS				4,000,000.00
BUA	127.000.0000.0000.30301.				01/05/2025	Natatorium EAH93				APPROPRIATIONS				4,000,000.00
BUA	127.000.0000.0000.30303.				01/05/2025	Natatorium EAH93				ESTIMATED REVENUE			4,000,000.00	
BUA	105.000.0000.0000.30302.				01/05/2025	Natatorium EAH93				BUDGET FUND BAL - UNRESERVED			4,000,000.00	
SYSTEM GENERATED ENTRIES TOTAL													8,000,000.00	8,000,000.00
JOURNAL 2025/07/319 TOTAL													8,000,000.00	8,000,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	7	320											
BUA	024.000.0000.0000.57006.			01/05/2025	GC TRNI	EAH94			CAPITAL-BUILDING IMPROVEMENT Adding Local Funds	5		450,000.00	
[2025-01-06 22:36:49 evelyn.huff]:													
As part of the legislative requests for Golf Course Irrigation project, the City agreed to provide some local funds to the project. This revision adds those local funds to the five state grants funding the project.													
BUA	024.000.0000.0000.49011.			01/05/2025	GC TRNI	EAH94			TRAN FR (11) GENERAL OP Adding Local Funds	5			450,000.00
BUA	011.000.0000.0000.59024.			01/05/2025	GC TRNI	EAH94			TRAN TO (24) CAPITAL IMP Adding Local Funds	5		450,000.00	
												.00	.00
BUA	011.000.0000.0000.30301.			01/05/2025	GC TRNI	EAH94			APPROPRIATIONS				450,000.00
BUA	024.000.0000.0000.30301.			01/05/2025	GC TRNI	EAH94			APPROPRIATIONS				450,000.00
BUA	024.000.0000.0000.30303.			01/05/2025	GC TRNI	EAH94			ESTIMATED REVENUE			450,000.00	
BUA	011.000.0000.0000.30302.			01/05/2025	GC TRNI	EAH94			BUDGET FUND BAL - UNRESERVED			450,000.00	
SYSTEM GENERATED ENTRIES TOTAL												900,000.00	900,000.00
JOURNAL 2025/07/320 TOTAL												900,000.00	900,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
													LINE	DESC			
2025	7	321															
BUA	081.600.9303.0000.54523.												SERVICES-ENGINEERING		5	379,000.00	
	01/05/2025 WSRP 003							EAH95					WSRP 003 Design Funding				
	[2025-01-06 23:03:54							evelyn.huff]:									
This revision is to add the funds to begin the design phase of the water Sewer Replacement Program. Smith Engineering will develop bid-ready construction plans for the waterline replacement, roadway resurfacing, and ADA ramp improvements. The roads covered will be: • 15th Street (White Sands Blvd to Hawaii Ave) - 3,150 linear feet (only crossing waterlines) • 14th Street (White Sands Blvd to Hawaii Ave) - 3,150 linear feet (1,600' of 6" CI New York Avenue to Vermont Avenue) • 13th Street (White Sands Blvd to Florida Ave) - 2,350 linear feet (800' 10" CI Michigan Avenue to Ohio Avenue) • 12th Street (Florida Ave to Hawaii Ave) - 820 linear feet (only crossing waterlines) • 7th Street (Washington Ave to College Ave) - 1,870 linear feet (8" CI full length) • 8th Street (Washington Ave to College Ave) - 1,870 linear feet (water to be determined) • 9th Street (Washington Ave to College Ave) - 1,870 linear feet (only crossing waterlines) • Spruce Avenue (7th St to 10th St) - 1,000 linear feet (6" and 8" CI full length) • Maple Drive (10th St to Aspen Dr) - 1,500 linear feet (4" CI full length) • Juniper Drive (Spruce Ave to Aspen Dr) - 2,860 linear feet (8" CI full length)																	
BUA	109.500.9003.0000.54523.												SERVICES-ENGINEERING		5	407,000.00	
	01/05/2025 WSRP 003							EAH95					WSRP 003 Design Funding				
																.00	.00
BUA	081.000.0000.0000.30301.												APPROPRIATIONS				379,000.00
	01/05/2025 WSRP 003							EAH95									
BUA	109.000.0000.0000.30301.												APPROPRIATIONS				407,000.00
	01/05/2025 WSRP 003							EAH95									
BUA	081.000.0000.0000.30302.												BUDGET FUND BAL - UNRESERVED			379,000.00	
	01/05/2025 WSRP 003							EAH95									
BUA	109.000.0000.0000.30302.												BUDGET FUND BAL - UNRESERVED			407,000.00	
	01/05/2025 WSRP 003							EAH95									
SYSTEM GENERATED ENTRIES TOTAL																786,000.00	786,000.00
JOURNAL 2025/07/321 TOTAL																786,000.00	786,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
													LINE	DESC			
2025	7	322															
BUA	024.000.0000.0000.57033.												CAPITAL-INFRASTRUCTURE		5	1,260,000.00	
	01/05/2025 Great Bloc EAH95												Great Blocks Grant II				
	[2025-01-06 23:39:38 evelyn.huff]:																
The City was awarded an additional Great Blocks grant to complete the already designed work on New York Street, The additional \$1,000,000 will be coming from the New Mexico Economic Development Department. The City of Alamogordo will also contribute \$260,000 to complete the project.																	
BUA	024.000.0000.0000.40702.												GRANTS-STATE		5		1,000,000.00
	01/05/2025 Great Bloc EAH95												Great Blocks Grant II				
BUA	024.000.0000.0000.49109.												TRAN FR (109) 2004 GRT		5		260,000.00
	01/05/2025 Great Bloc EAH95												Great Blocks Grant II				
BUA	109.000.0000.0000.59024.												TRAN TO (24) CAPITAL IMP		5	260,000.00	
	01/05/2025 Great Bloc EAH95												Great Blocks Grant II				
																.00	.00
BUA	024.000.0000.0000.30301.												APPROPRIATIONS				1,260,000.00
	01/05/2025 Great Bloc EAH95																
BUA	109.000.0000.0000.30301.												APPROPRIATIONS				260,000.00
	01/05/2025 Great Bloc EAH95																
BUA	024.000.0000.0000.30303.												ESTIMATED REVENUE			1,260,000.00	
	01/05/2025 Great Bloc EAH95																
BUA	109.000.0000.0000.30302.												BUDGET FUND BAL - UNRESERVED			260,000.00	
	01/05/2025 Great Bloc EAH95																
SYSTEM GENERATED ENTRIES TOTAL																1,520,000.00	1,520,000.00
JOURNAL 2025/07/322 TOTAL																1,520,000.00	1,520,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	7	336												
BUA	024.000.0000.0000.57006.				01/07/2025	Governor	EAH96			CAPITAL-BUILDING IMPROVEMENT Governor's Funds	5		505,250.00	
[2025-01-07 08:55:48 evelyn.huff]:														
The Governor's office has agreed to provide \$505,250 to help complete the Golf Course Irrigation project. These funds will be approved at the January 14th commission meeting.														
BUA	024.000.0000.0000.40702.				01/07/2025	Governor	EAH96			GRANTS-STATE Governor's Funds	5			505,250.00
													.00	.00
BUA	024.000.0000.0000.30301.				01/07/2025	Governor	EAH96			APPROPRIATIONS				505,250.00
BUA	024.000.0000.0000.30303.				01/07/2025	Governor	EAH96			ESTIMATED REVENUE			505,250.00	
SYSTEM GENERATED ENTRIES TOTAL													505,250.00	505,250.00
JOURNAL 2025/07/336 TOTAL													505,250.00	505,250.00

RESOLUTION NO. 2025-04

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2024-2025.

WHEREAS, the City of Alamogordo, New Mexico wishes approval to change some of the budget line-item figures of various funds; and

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written final approval to the City of Alamogordo, New Mexico's annual preliminary budget on June 17, 2024, for fiscal year 2024-2025; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2024-2025 be and hereby is revised as of January 14, 2025, to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2024-2025 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on January 14, as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2024-2025.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 14th day of January 2025.

CITY OF ALAMOGORDO, NEW MEXICO,
A NEW MEXICO MUNICIPAL CORPORATION

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley N. Smith, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 01/07/2025

Report No: 9.

Submitted By: Deborah Osborne

Subject: Consider, and act upon, acceptance of a grant agreement from the NMDFA, in the amount of \$505,250 providing urgent or emergency funding for infrastructure and equipment needs. (*Debbie Osborne, Grant Coordinator*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No additional fiscal impact.

Recommendation: Accept the grant agreement in the amount of \$505,250.

Background: The City of Alamogordo applied for Governor's funds for the purpose of improving the irrigation system for Desert Lakes golf course. Consequently, emergency funding in the amount of \$505,250 was awarded for completion of this project. The City had budgeted \$400,000 towards the improvements; however, additional funding was need to complete the work. Funds must be expended by June 30, 2027.

REIMBURSING AGENCY: Department of Finance and
Administration Business Unit: 341

APPROPRIATION RECIPIENT: CITY OF ALAMOGORDO (Irrigation System Replacement)

APPROPRIATION NUMBER: 23-H3221-8

APPROPRIATION AMOUNT: \$505,250.00

REVERSION DATE: June 30, 2027

APPROPRIATION LANGUAGE

FIVE HUNDRED FIVE THOUSAND, TWO HUNDRED FIFTY DOLLARS (\$505,250.00) to provide urgent or emergency funding for infrastructure and equipment needs statewide. Funds unexpended by June 30, 2027, will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 15, 2027. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

APPROPRIATION NOTICE OF OBLIGATION

Upon the effective date of this agreement, for permissible projects within the appropriation language, the Appropriation Recipient shall only be reimbursed monies for which the Department has issued, and the Appropriation Recipient has received a Notice of Department's Obligation to Reimburse¹ (hereinafter referred to as "Notice of Obligation"). This agreement and the disbursement of any and all amounts of the above referenced Appropriation Amount are expressly conditioned upon the following:

1. Irrespective of any Notice of Obligation, the Appropriation Recipient's expenditures shall be made on or before the Reversion Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Appropriation Recipient and/or the services have been rendered for the Appropriation Recipient); and
2. The total amount received by the Appropriation Recipient shall not exceed the lesser of: (a) the Appropriation Amount or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Reimbursing Agency has received and accepted the Appropriation Recipient's Third-Party Obligation(s); and
3. The Appropriation Recipient's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
4. The Appropriation Recipient shall submit to the Reimbursing Agency one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party; and
5. Appropriation Recipient acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

¹ "Reimburse" as used throughout this Agreement includes Department payments to the Appropriation Recipient for invoices received, but not yet paid, by the Appropriation Recipient from a third-party contractor or vendor if the invoices comply with the provisions of this Agreement and are a valid liability of the Appropriation Recipient.

REIMBURSING AGENCY:

Department of Finance and Administration Business Unit: 341

6. The Reimbursing Agency may, in its sole and absolute discretion, issue to Appropriation Recipient Notice of Obligation for the amount of that Third Party Obligation that only obligates the Reimbursing Agency to reimburse Appropriation Recipient's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit C.
7. The date the Reimbursing Agency signs the Notice of Obligation is the date that the Notice of Obligation is effective. After that date, the Appropriation Recipient is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Appropriation Recipient.

CERTIFICATION I hereby certify that the **City of Alamogordo**

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

Appropriation Recipient Representative
Susan L. Payne, Mayor

Date

Appropriation Recipient CFO
Evelyn Huff, Finance Director

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 23-H3221-8 in the amount of \$505,250.00.

Cecilia Mavrommatis
Director, Local Government Division

Date

**STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: \$ 0.00
C. AIPP Amount (If Applicable) : \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: \$ 0.00
F. Reversion Amount (If Applicable) : \$ 0.00
G. Grant Balance: \$ 0.00
H. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : 2025 (July 1, 2024-June 30, 2025)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (if applicable)

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ \$ 0.00 Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

**STATE OF NEW MEXICO
Capital Outlay Appropriation
Final Report Form
Exhibit B**

Appropriation Recipient: _____

Appropriation Number: _____

Use of Appropriation Funds	Amount
Personnel Expenses	\$ 0.00
Other Operating Expenses	\$ 0.00
Capital Expenses	\$ 0.00
Other _____	\$ 0.00
Total Amount of Appropriation Funds Expended	\$ 0.00

Narrative

Describe the outcomes, results, benefit, and or uses of the appropriation funds

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT C**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____ Project Manager

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____ Project Manager

Signature: _____

Date: _____

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 01/07/2025

Report No: 10.

Submitted By: Deborah Osborne

Subject: Consider, and act upon, acceptance of a capital outlay grant agreement from the NMDFA, in the amount of \$695,000, to plan, design, construct, equip and improve an irrigation system for Desert Lakes golf course. (*Debbie Osborne, Grant Coordinator*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No additional fiscal impact.

Recommendation: Accept the capital outlay agreement in the amount of \$695,000.

Background: The City of Alamogordo applied for and received legislative funding in the amount of \$695,000, to plan, design, construct, equip and improve an irrigation system for Desert Lakes golf course. Funding will be available through June 30, 2028.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF ALAMOGORDO**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 391**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-13033 \$695,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 391, Six Hundred Ninety-five Thousand (\$695,000.00), from the General Fund 93100 to plan, design, construct, equip and improve an irrigation system for Desert Lakes golf course in Alamogordo in Otero county;

The Grantee's total reimbursements shall not exceed Six Hundred Ninety-five Thousand \$695,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, Zero \$0.00, which equals Six Hundred Ninety-five Thousand \$695,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
 - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
 - iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
 - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
 - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.
- Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

¹The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF ALAMOGORDO
Name: Susan Payne
Title: Mayor
Address: 1376 E Ninth Street, Alamogordo, NM 88310
Email: spayne@ci.alamogordo.nm.us
Telephone: 575-214-0024

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF ALAMOGORDO
Name: Debbie Osborne
Title: Grant Coordinator
Address: 1376 E. 9th Street, Alamogordo, NM 88310
Email: dosborne@ci.alamogordo.nm.us
Telephone: 575-439-4257; (575)439-4257

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Maureen Ayers
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: maureen.ayers@dfa.nm.gov
Telephone: 505-470-0977

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are **not** expended and an expenditure has **not** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

- A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
- i. The Grantee must submit a Request for Payment; and
 - ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.
- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF ALAMOGORDO** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF ALAMOGORDO**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF**

ALAMOGORDO or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF ALAMOGORDO** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF ALAMOGORDO may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF ALAMOGORDO only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Alamogordo

Entity Name

Signature of Official with Authority to Bind Grantee

By: Susan L. Payne

(Print Name)

Its: Mayor

(Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Cabinet Secretary or Designee

Date

**STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Contact Name/Phone #: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (If Applicable) : _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable) : _____
- G. Grant Balance: _____
- H. Final Request for Payment (if Applicable) _____

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. ☐ Reporting Certification:** I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

- V. ☐ Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (if applicable)

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 12/23/2024

Report No: 11.

Submitted By: Rachel Hughs

Subject: Consider all evidence for and against the removal of approved Resolution 2024-68 due to the property owner's written objection. The Commission will determine if the resolution should be enforced or rescinded. Resolution 2024-68 declared 1420 New York Ave., to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace, or safety and ordered its abatement.

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Consider all evidence and make a decision.

Background: The purpose of the public hearing is to consider all evidence for and against the removal of the approved Resolution, due to the property owner's written objection, Steven E. Eisler. The Commission will determine if the resolution should be enforced or rescinded. Resolution 2024-68 was approved on November 5, 2024, and declared 1420 North New York Ave., to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace, or safety and ordered its abatement.

Mr. Eisler submitted his written objection on December 4, 2024, eight days after receiving the notice of the resolution. The City Clerk advised Mr. Eisler in person the date of the Public Hearing. She followed up with three emails of a reminder of the public hearing, with no response. She mailed a certified letter, with no return receipt sent back. She called him four times, but his phone was not working.

Attachments

- Mr. Eisler's written objection
- Code of Ordinance 8-03-170. Unsafe structure or debris; removal; notice; right of city to remove; lien.
- Letter to Mr. Eisler
- Resolution 2024-68
- Code Enforcement initial documents from November 5, 2024

RECEIVED

DEC 04 2024

CITY CLERK

Dec 3

To Whome it may
Concern,

In regards to the house
on 1420 New York Ave in Alamogordo
New Mexico, when all this
came about I had just made
arrangements with Charlie Gynn
to stay at the house and
help to renovate it and at
said time was also living
with his daughter as time
went by stopped working on
the house when daughter and
I separated, she went to
live with her dad at the
house on New York not
putting any effort in helping
to fix up remodel the house
in any way would not pay
for any utility bill pick
up trash or anything to
help improve the property
or house in any way.

The plan is to continue
to remodel the house, the
structure is sound as well
as the electrical and plumbing,
I intend to remove all the
un-concord appealing additions
to the house where it

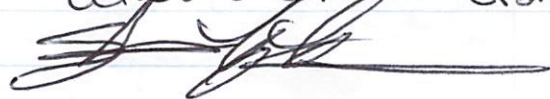
is inviting and blends
with the neighborhood around
the area. This will take
time to complete but will
be in a timely manner.

All the supplies have been
purchased and are ready to
be put to use.

I object to the
resolution #2024-68

and Request A
Public Hearing

Thank You
Edward Steven Eister



575 813 0895 Cell
1830 Crescent Dr
88310

eistersteven463@gmail.com

Jan 14

8-03-170. Unsafe structure or debris; removal; notice; right of city to remove; lien.

- (a) Whenever any structure is determined by the code official to be an unsafe structure as defined above, the city commission may, by resolution, find that the unsafe structure is a menace to the public comfort, health, peace or safety and require the removal of the unsafe structure.
- (b) A copy of the resolution shall be served on the owner, occupant or agent in charge of the building, structure or premise. If the owner, as shown by the real estate records of the county clerk, occupant or agent in charge of the building, structure or premise cannot be served within the city, a copy of the resolution shall be posted on the building, structure or premise and a copy of the resolution shall be published one (1) time.
- (c) Within ten (10) days of the receipt of a copy of the resolution or of the posting and publishing of a copy of the resolution, the owner, occupant or agent in charge of the building, structure or premise shall commence removing the building, structure, ruin, rubbish, wreckage or debris, or file a written objection with the city clerk asking for a hearing before the city commission.
- (d) If a written objection is filed as required in this section, the city commission shall:
 - (1) Fix a date for a hearing on its resolution and the objection;
 - (2) Consider all evidence for and against the removal resolution at the hearing; and
 - (3) Determine if its resolution should be enforced or rescinded.
- (e) Any person aggrieved by the determination of the city commission may appeal to the district court by:
 - (1) Giving notice of appeal to the city clerk within five (5) days after the determination made by the city commission; and
 - (2) Filing a petition in the district court within twenty (20) days after the determination made by the city commission. The district court shall hear the matter de novo and enter judgment in accordance with its findings.
- (f) If the owner, occupant or agent in charge of the building, structure or premise fails to commence removing the building, structure, ruins, rubbish, wreckage or debris:
 - (1) Within ten (10) days of being served a copy of the resolution or of the posting and publishing of the resolution; or
 - (2) Within five (5) days of the determination by the city commission that the resolution shall be enforced; or
 - (3) After the district court enters judgment sustaining the determination of the city commission, the municipality may remove the building, structure, ruins, rubbish, wreckage or debris at the cost and expense of the owner. The reasonable cost of the removal shall constitute a lien against the building, structure, ruin, rubbish, wreckage or debris so removed and against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law.
- (g) The city may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.
- (h) Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

-
- (i) Where the code official determines that the building is dilapidated in such a manner as to conform to the definition of a public nuisance the code administration may proceed in municipal court under section 11-05-240 of the codified ordinances of the city.

(Ord. No. 1321, § 32, 2-12-08; Ord. No. 1340, § 1, 8-11-08)



City of Alamogordo

OFFICE OF THE CITY CLERK
1376 E. Ninth Street • Alamogordo, NM 88310
(575) 439-4100 • Fax (575) 439-4396

December 20, 2024

Sent Via Certified Mail 7006 3450 0001 8876 8995

Steven Eisler
1830 Crescent Dr
Alamogordo, NM 88310

Re: Public Hearing Request

Dear Mr. Eisler:

This letter is to inform you that I have not received an email response from December 5, 2024, or the follow-up email from December 12, 2024. Below is the information I emailed to you, and a copy is enclosed. I did let you know in person when you submitted your letter of objection to Resolution 2024-68 that I would set up the Public Hearing on January 14, 2025, and you noted the Public Hearing date at the bottom of your letter. I also tried to call you today, but your phone is still not working.

The Public Hearing for your written objection to Resolution 2024-68 will be on January 14, 2025, during the regular commission meeting. The meeting begins at 6:30 p.m. and will be held in the Donald E. Carroll Commission Chambers at 1376 E. Ninth Street, Alamogordo, NM (at City Hall). You may enter through the door on the east-south side of the building. I let you know yesterday that it is up to you to convince the Commission to rescind the resolution. If there are any documents you want the Commission to see, please send them to me or drop them off by January 7, 2025.

I have attached the public hearing notice and your written objection. The public notice will also be in the legal section of the newspaper on December 17, 2024. Let me know if you have any questions. Please let me know when you receive my email since you told me that your cell phone is not currently active.

If you have any questions, please contact me at 575 439-4100, option 6, or by email at rhughs@ci.alamogordo.nm.us.

Respectfully,

Rachel Hughs, CMC,
City Clerk



City of Alamogordo

OFFICE OF THE CITY CLERK
1376 E. Ninth Street
Alamogordo, NM 88310



7006 3450 0001 8876 8995



quadiant

FIRST-CLASS M
IMI

\$005.54

12/20/2024 ZIP 8
643M31211024

Steven Eisler
1830 Crescent Dr
Alamogordo, NM 88310

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

5.54

Postmark
Here

Steven Eisler
1830 Crescent Dr
Alamogordo, NM 88310

PS

Instructions

7006 3450 0001 8876 8995



NOTICE OF PUBLIC HEARING

The Alamogordo City Commission
will hold a PUBLIC HEARING
during their regular commission meeting on:

Tuesday, January 14, 2025, at 6:30 p.m.

The Public Hearing will be held in the Donald E. Carroll Commission Chambers, at 1376 E. Ninth Street, Alamogordo, NM.

The purpose of the Public Hearing is to consider all evidence for and against the removal of approved Resolution 2024-68 due to the property owner's written objection. The Commission will determine if the resolution should be enforced or rescinded. Resolution 2024-68 declared 1420 New York Ave., to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace, or safety and ordered its abatement.

An Agenda for the meeting will be available from the City Clerk's Office seventy-two (72) hours prior to the meeting date.

Date: December 5, 2024
City of Alamogordo, New Mexico
By: Rachel Hughs, City Clerk

RESOLUTION NO. 2024-68

A RESOLUTION DECLARING THE BUILDING OR STRUCTURE, OR THE PREMISES LOCATED AT 1420 NORTH NEW YORK AVENUE ALAMOGORDO, OTERO COUNTY, NEW MEXICO, TO BE RUINED, DAMAGED, AND DILAPIDATED TO BE A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE, OR SAFETY, AND ORDERING ITS ABATEMENT

WHEREAS, the governing body of the City of Alamogordo, New Mexico, finds that there is located within the City a certain building, structure, or premises at 1420 North New York Avenue, as more particularly described on the attached Exhibit 1 (the "Property"); and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION:

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

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

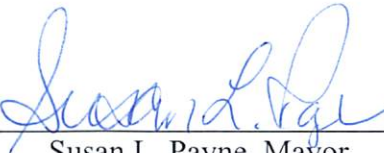
Section 3. That if there is a failure of compliance with the provision of Section 2 herein, the City of Alamogordo shall proceed to remove said building or structure from the Property and abate said unsafe condition, at the cost and expense of said record, with said cost and expense constituting a lien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

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

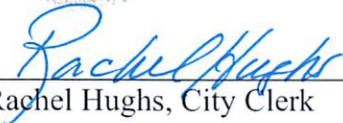
PASSED, APPROVED AND ADOPTED, this 5th day of November 2024.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

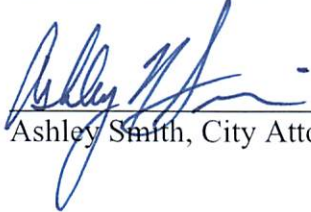


By: 
Susan L. Payne, Mayor

ATTEST:


Rachel Hughs, City Clerk

APPROVED AS TO FORM:


Ashley Smith, City Attorney

- [Account Search](#)
- [My Reports](#)
- [Help](#)
- [Logout Public](#)

Exhibit "1"

Account: R010587

Location

Account Number R010587

Situs Address 1420 NEW YORK AVE

Previous Parcel ID 01-00876

Parcel Sequence

Neighborhood A2 - Central Alamogordo

Tax Area 01_R

Parcel Number 01N4055093136468

Legal Summary Subd: ALAMO BLOCKS Lot:
9 Block: 57

Appraiser Ricardo Heredia

Owner Information

Owner Name EISLER, STEVEN E

Owner Address 1830 CRESCENT
ALAMOGORDO, NM 88310

Assessment History

Actual (2024 - Residential Cap applied) \$26,351

Primary Taxable \$8,783

Tax Area: 01_R **Mill Levy:** 25.391000

Type	Actual	Assessed	Acres	SQFT
Residential Land	\$8,149	\$2,716	0.172	
Residential Improvement	\$18,202	\$6,067		920.000

Transfers

Sale Date

Sale Price

Doc Description

[Deed](#)

[Deed](#)

[Deed](#)

[Deed](#)

[Deed](#)

[Deed](#)

[Deed](#)

[Deed](#)

[Deed](#)

[Deed](#)

[Deed](#)

[Separate Property Agreement](#)

[09/03/2015](#)

[Warranty Deed](#)

[Warranty Deed](#)

Tax History (Estimated Taxes NOT TO BE USED TO MAKE PAYMENT)

Images

Tax Year

Taxes

2024 \$223.00

2023 \$220.40

- [Map](#)
- [Photo](#)
- [Sketch](#)
- [GIS](#)



Exhibit "2"

Case #: 202400109

Case Date: 01/17/24

Case Type:

Address Number: 1420

Street Name: New York

Zoning Category: R-3

Commission District: 2

Description: Dilapidated Structure

Complainant Name:

Complainant Phone:

Complainant Address:

Responsible Party:

Responsible Party Phone Number: 0

DOB:

ID #:

Property Owners :

Property Owner Phone Number: 0

Reinspection: 02/02/2024

Court case number:

Court Date:

Compliance Inspection :

Certified Mail #:

Citation Number:

Status: Draft IPMC Letter

Assigned To: JOSH SIDES

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
01N4055093136468	1420 NEW YORK AVE	Subd: ALAMO BLOCKS Lot: 9 Block: 57	EISLER, STEVEN E		

Activities

Date	Activity Type	Description	Employee	Status
01/17/2024	Inspection	On 01/17/2024, I, Code Enforcement Manager Josh Sides was made aware of a dilapidated structure located at 1420 N. New York Ave., Alamogordo, Otero County, New Mexico.	JOSH SIDES	Non-Compliance

Upon inspection of the residence from the public right of way, I observed signs of dilapidation. I will draft a consent to inspect letter to mail to the property owner.

04/02/2024	Supplement	On 04/02/2024, I, Code Enforcement Manager Josh Sides was contacted by APD Det. Sgt. Esquero pertaining to a search warrant being conducted at 1420 N. New York Ave., Alamogordo, Otero County, New Mexico. Det. Sgt. Esquero requested Code Enforcement presence at the residence.	JOSH SIDES	Supplemental Report
		I tasked Code Enforcement Officers Otero and Chavez to meet with Det. Sgt. Esquero and document the property.		
		Officer Otero took photographs of the property.		
		Nothing Further.		

08/05/2024	Supplement	On 08/05/2024, I, Code Enforcement Manager Josh Sides reviewed the photographs taken by Code Enforcement Officer Otero at 1420 N. New York Ave., Alamogordo, Otero County, New Mexico. I drafted a violation letter and mailed it certified to the property owner, identified as Mr. Steven Eisler.	JOSH SIDES	Supplemental Report
		Nothing Further.		

Violations

Date	Violation	Description	Notes	Status
10/21/2024	IPMC24 109.1 Unsafe conditions.	When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.		*Open
10/21/2024	IPMC24 109.1.1 Unsafe structures.	An unsafe structure is one that is found to be hazardous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is dangerous.		*Open
10/21/2024	IPMC24 109.1.3 Structure unfit for human occupancy.	A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.		*Open
10/21/2024	IPMC24 109.1.5 Hazardous structure or premises.	For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings. 2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress. 3. Any building, structure or portion thereof that is dangerous. 4. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 5. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral		*Open

persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

6. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

7. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

8. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

9. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

10/21/2024	IPMC24 302.1 Sanitation.	Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.	*Open
10/21/2024	IPMC24 302.7 Accessory structures.	Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.	*Open
10/21/2024	IPMC24 302.8 Motor vehicles.	Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.	*Open
10/21/2024	IPMC24 304.1 General.	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.	*Open
10/21/2024	IPMC24 304.1.1 Potentially unsafe conditions.	The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the International Existing Building Code, the International Residential Code or the International Building Code: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations has deterioration or distress that appears to reduce its load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight. 5. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.	*Open

6. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
 7. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
 8. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
 9. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
 10. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
 11. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
 12. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- Exceptions:
1. Where substantiated otherwise by an approved method.
 2. Demolition of unsafe conditions shall be permitted where approved by the code official.

10/21/2024	IPMC24 304.13 Window, skylight and door frames.	Every window, skylight, door and frame shall be kept in sound condition, good repair and weathertight.	*Open
10/21/2024	IPMC24 304.13.1 Glazing.	Glazing materials shall be maintained free from cracks and holes.	*Open
10/21/2024	IPMC24 304.15 Doors.	Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.	*Open
10/21/2024	IPMC24 304.2 Protective treatment.	Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.	*Open
10/21/2024	IPMC24 304.3 Premises identification.	Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their	*Open

		background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).	
10/21/2024	IPMC24 304.4 Structural members.	Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.	*Open
10/21/2024	IPMC24 304.5 Foundation walls.	Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.	*Open
10/21/2024	IPMC24 304.6 Exterior walls.	Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.	*Open
10/21/2024	IPMC24 304.7 Roofs and drainage.	The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	*Open
10/21/2024	IPMC24 304.9 Overhang extensions.	Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.	*Open
10/21/2024	IPMC24 305.1 General.	The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.	*Open
10/21/2024	IPMC24 305.1.1 Potentially unsafe conditions.	The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the International Existing Building Code, the International Residential Code or the International Building Code: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations has deterioration or distress that appears to reduce its load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 4. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 5. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. Exceptions: 1. Where substantiated otherwise by an approved method. 2. Demolition of unsafe conditions shall be permitted where approved by the code official.	*Open
10/21/2024	IPMC24 305.2 Structural members.	Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.	*Open

10/21/2024	IPMC24 305.3 Interior surfaces.	Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.	*Open
10/21/2024	IPMC24 305.4 Stairs and walking surfaces.	Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.	*Open
10/21/2024	IPMC24 305.6 Interior doors.	Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.	*Open
10/21/2024	IPMC24 306.1 General.	The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.	*Open
10/21/2024	IPMC24 306.1.1 Potentially unsafe conditions.	Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be considered to be unsafe and shall be addressed in compliance with the International Existing Building Code, the International Residential Code or the International Building Code: 1. Soils that have been subjected to any of the following conditions: 1.1. Collapse of footing or foundation system. 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion. 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil. 1.4. Inadequate soil as determined by a geotechnical investigation. 1.5. Where the allowable bearing capacity of the soil is in doubt. 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table. 2. Concrete that has been subjected to any of the following conditions: 2.1. Deterioration. 2.2. Ultimate deformation. 2.3. Fractures. 2.4. Fissures. 2.5. Spalling. 2.6. Exposed reinforcement. 2.7. Detached, dislodged or failing connections. 3. Aluminum that has been subjected to any of the following conditions: 3.1. Deterioration. 3.2. Corrosion. 3.3. Elastic deformation. 3.4. Ultimate deformation. 3.5. Stress or strain cracks. 3.6. Joint fatigue. 3.7. Detached, dislodged or failing connections. 4. Masonry that has been subjected to any of the following conditions: 4.1. Deterioration. 4.2. Ultimate deformation. 4.3. Fractures in masonry or mortar joints. 4.4. Fissures in masonry or mortar joints. 4.5. Spalling. 4.6. Exposed reinforcement. 4.7. Detached, dislodged or failing connections. 5. Steel that has been subjected to any of the following conditions: 5.1. Deterioration. 5.2. Elastic deformation.	*Open

5.3. Ultimate deformation.
5.4. Metal fatigue.
5.5. Detached, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
6.1. Ultimate deformation.
6.2. Deterioration.
6.3. Damage from insects, rodents and other vermin.
6.4. Fire damage beyond charring.
6.5. Significant splits and checks.
6.6. Horizontal shear cracks.
6.7. Vertical shear cracks.
6.8. Inadequate support.
6.9. Detached, dislodged or failing connections.
6.10. Excessive cutting and notching.
Exceptions:
1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the code official.

10/21/2024	IPMC24 308.1 Accumulation of rubbish or garbage.	Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.	*Open
10/21/2024	IPMC24 503.4 Floor surface.	In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.	*Open
10/21/2024	IPMC24 505.1 General.	Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.	*Open
10/21/2024	IPMC24 505.3 Supply.	The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.	*Open
10/21/2024	IPMC24 505.4 Water heating facilities.	Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature not less than 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.	*Open
10/21/2024	IPMC24 602.2 Residential occupancies.	Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used, nor shall portable unvented fuelburning space heaters be used, as a means to provide required heating. The installation of one or more portable space heaters shall not be used to achieve compliance with this section. Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.	*Open
10/21/2024	IPMC24 605.1 Installation.	Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.	*Open

10/21/2024	IPMC24 605.2 Receptacles.	Every habitable space in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain not less than one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.	*Open
10/21/2024	IPMC24 702.1 General.	A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the code under which the building was constructed.	*Open
10/21/2024	IPMC24 704.1.1 Fire protection and life safety systems.	Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code the International Fire Code and the International Building Code.	*Open
10/21/2024	IPMC24 704.6 Single- and multiple-station smoke alarms.	Single- and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.6.1 through 704.6.3.	*Open
10/21/2024	IPMC24 704.6.1 Where required.	Existing Group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Sections 704.6.1.1 through 704.6.1.4. Interconnection and power sources shall be in accordance with Sections 704.6.2 and 704.6.3. Exceptions: 1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided. 2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation. 3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.	*Open
10/21/2024	IPMC24 704.6.1.2 Groups R-2, R-3, R-4 and I-1.	Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations: 1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms. 2. In each room used for sleeping purposes. 3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.	*Open
10/21/2024	IPMC24 704.6.1.3 Installation near cooking appliances.	Smoke alarms shall be installed a minimum of 10 feet (3.0 m) horizontally from a permanently installed cooking appliance. Exception: Smoke alarms shall be permitted to be installed a minimum of 6 feet (1.8 m) horizontally from a permanently installed cooking appliance where necessary to comply with Section 704.6.1.1 or 704.6.1.2.	*Open
10/21/2024	IPMC24 704.6.1.4 Installation near bathrooms.	Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.6.1.1 or 704.6.1.2.	*Open
10/21/2024	IPMC24 704.6.2 Interconnection.	Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound	*Open

upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing alterations, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

10/21/2024	IPMC24 704.6.3 Power source.	Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection. Exceptions: 1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place. 2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source. 3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for building wiring without the removal of interior finishes.	*Open
10/21/2024	IPMC24 704.7.1 Replacement.	Smoke alarms shall be replaced where any of the following apply: 1. The smoke alarm fails to respond to operability tests. 2. Where the smoke alarm exceeds 10 years from the date of manufacture marked on the unit, unless an earlier replacement is specified in the manufacturer's instructions. 3. The smoke alarm end-of-life signal is sounded. 4. The smoke alarm date of manufacturer cannot be determined.	*Open
10/21/2024	IPMC24 705.1 General.	Carbon monoxide alarms shall be installed in dwellings in accordance with Section 1103.9 of the International Fire Code, except that alarms in dwellings covered by the International Residential Code shall be installed in accordance with Section R315 of that code.	*Open
10/21/2024	IPMC24 705.2 Carbon monoxide alarms and detectors.	Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.	*Open

Dilapidated Structure

1420 N. New York Ave.



Timeline

1420 N. New York Ave.

- On 01/17/2024, Code Enforcement Department was made aware of a potentially dilapidated structure and conducted an investigation.
- On 04/02/2024, Code Enforcement assisted APD Detectives with a search warrant on the residence.
- On 08/05/2024, a certified International Property Maintenance Code (IPMC) letter was sent to the owner listing seven violations of IPMC and how to correct them, as well as my contact information.

International Property Maintenance Code Violations

1420 N. New York Ave.

- Total of 47 violations of the International Property Maintenance Code.

Condition of the Property at 1420 N. New York Ave.



Condition of the Property at 1420 N. New York Ave.



Condition of the Property at 1420 N. New York Ave.



Condition of the Property at 1420 N. New York Ave.



Questions

Josh Sides

Code Enforcement Manager



1420 N. New York

Pictures























































































































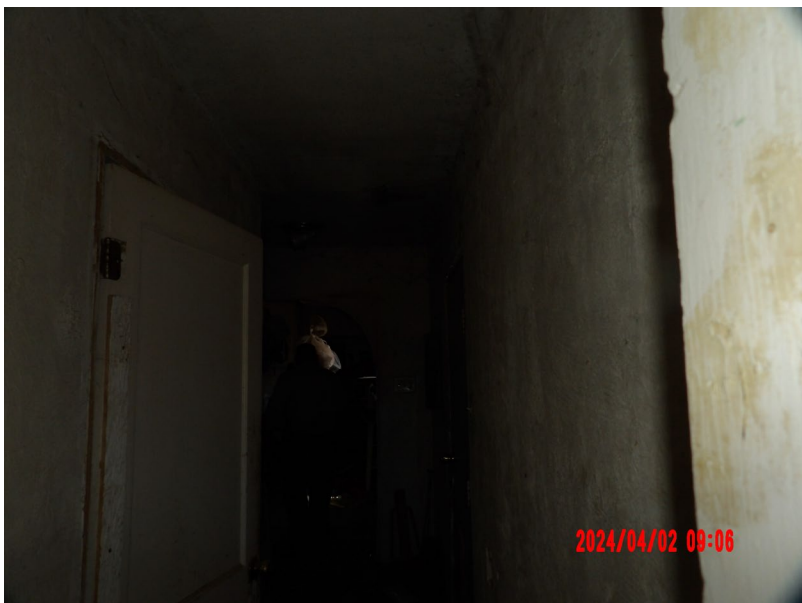








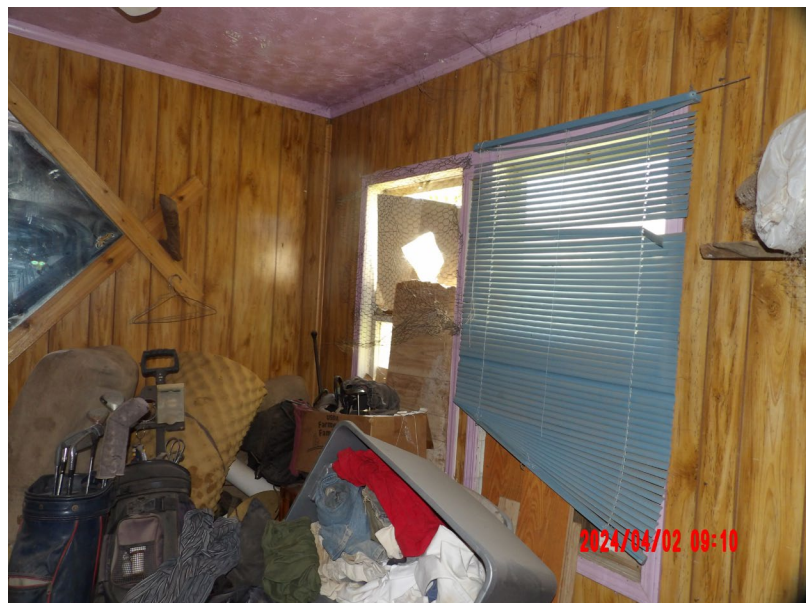










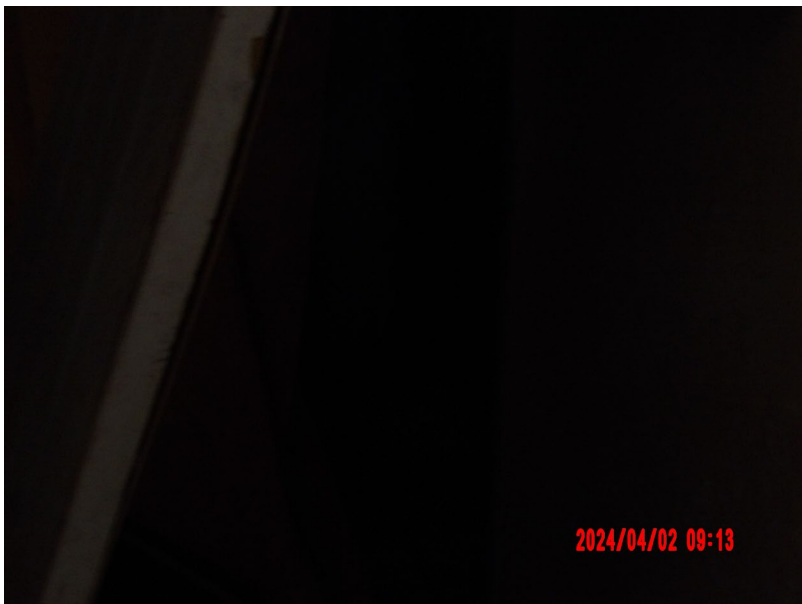




















AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 01/07/2025

Report No: 12.

Submitted By: Stella Rael

Subject: Consider, and act upon, Ordinance 1707 Case Z-2024-0005(A) for first publication of a map amendment to rezone 1701 Cuba Ave. from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District. (*Stella Rael, City Planner*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: N/A

Recommendation: Approve for first publication

Background: The property owner is requesting that the city amend the zoning map to change the zoning of the property known as 1701 Cuba Ave. from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District to convert the existing garage/shop into a one-bedroom apartment to utilize as rental space. This request was presented to the City Commission on 9-24-2024 and the item was tabled by a vote of 7-0-0 and staff was directed to bring the item back to City Commission with more information.



City of Alamogordo

1

City Commission



Z-2024-0005(A)

Stella Rael, City Planner
January 14, 2025

Map Amendment Request Case: Z-2024-0005(A)

Request:

The Property owners request a map amendment to change the zoning of the property know as 1701 Cuba Ave. from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District.

Applicants:

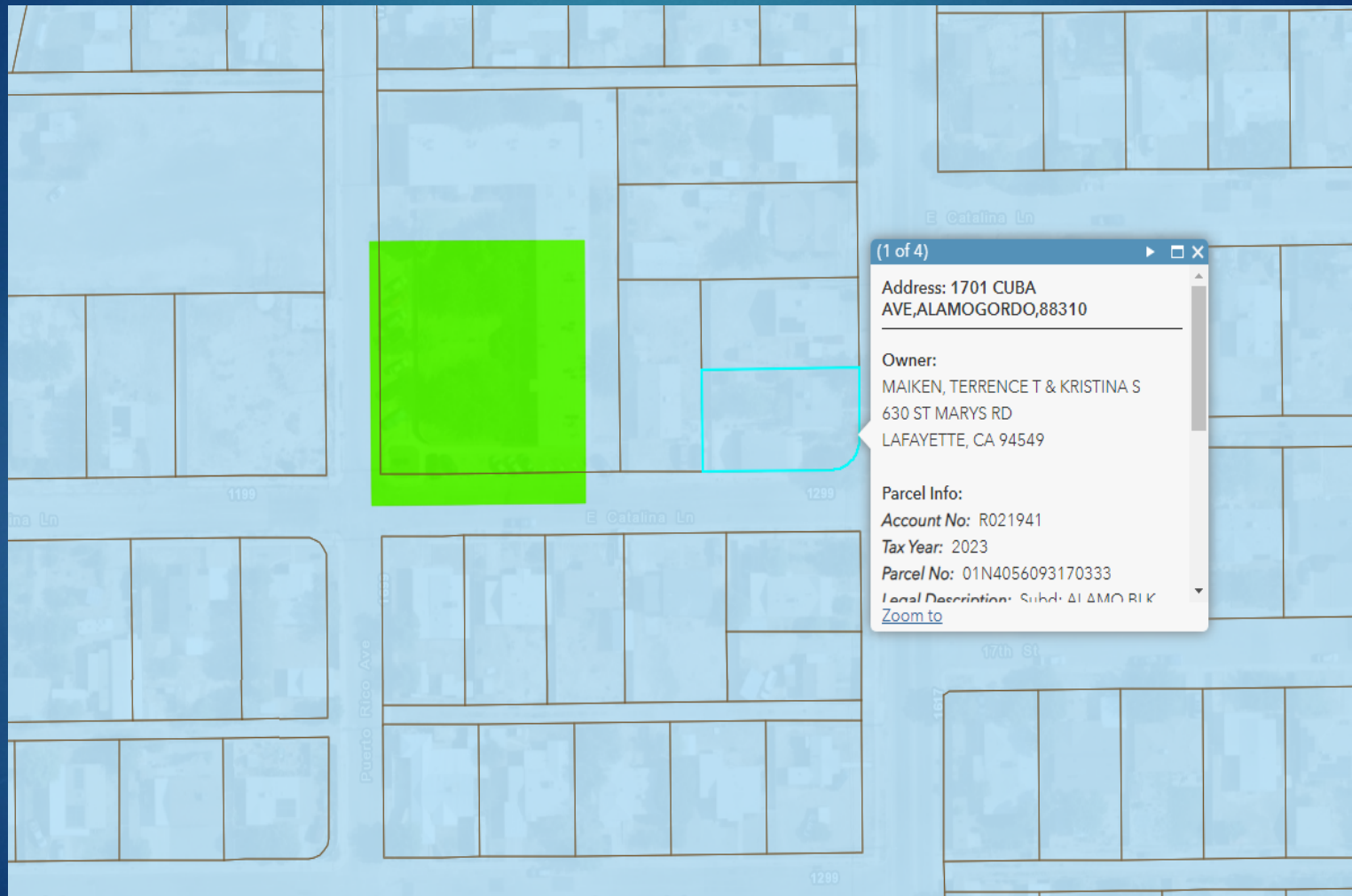
Terrence T. & Kristina S. Maiken
630 Saint Marys Rd.
Lafayette, CA. 94549

Representative:

Anthony Maiken

ZONING MAP

3



4



1701 Cuba Ave
Protest Area Map

628 SF GARAGE/WORKSHOP

5



CURRENT PHOTOS

9-30-2024

6



CURRENT PHOTOS

9-30-2024

7



CURRENT PHOTOS

9-30-2024

8



CURRENT PHOTOS

9-30-2024

9



Z-2024-0005(A)

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Findings of Fact

- ◆1. The property is located at 1701 Cuba Ave.
- ◆2. The request is to change the zoning from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District to convert the existing garage/shop into a rental unit.
- ◆3. The application was filed on August 14, 2024
- ◆4. The legal notice was published in the Alamogordo Daily News
- ◆5. Thirty- four (34) letters were mailed by certified/returned receipt mail to all property owners of record within two hundred (200) feet from the property, excluding public right-of-way, of the property for which the rezoning is sought.
- ◆6. As of January 7, 2025, there have been two letters returned undeliverable. No letters of opposition have been received.
- ◆7. Two phone calls have been received requesting further information.
- ◆8. This case was brought before the Commission on September 24, 2024, and by a vote of 7-0-0, it was tabled. Staff was directed to bring it back at a later date with more information regarding the current state of the proposed converted garage.

Z-2024-0005(A)

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- ◆ Findings of Facts Continued
- ◆ 8. City Planner conducted a site visit of the property on 9-30-24.

Z-2024-0005(A)

12

- ◆ Staff recommends approval since this request will not be materially detrimental to surrounding property owners or the public and will correct the zoning designation for the two existing residential dwellings.

ORDINANCE No. 1707

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS 1701 CUBA AVE. FROM THEIR PRESENT DESIGNATION AND ZONING DISTRICT OF R-1 SINGLE FAMILY DWELLING DISTRICT TO R-3 TWO FAMILY DWELLING DISTRICT, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, Terrence T. and Kristina S. Maiken (hereinafter referred to as "the Owners") are the owners of certain real property commonly known as 1701 Cuba Ave. and 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

1701 CUBA AVE.

WHEREAS, an application has been filed in the Owner's name under Case No. **Z-2024-0005(A)** to change the zoning of the Property, and

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

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

1701 CUBA AVE.

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2025

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

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney

1701 Cuba Ave.

Z-2024-0005(A)

The applicant has submitted an application to rezone the property located at 1701 Cuba Ave. from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District.

The property owner intends to convert the garage/workshop into a one-bedroom rental. The bedroom space will be located within the garage portion of the building and the garage door will not be replaced since the entry to the building is on the north side. There is currently a restroom that has a toilet and a sink. If the request is approved the property owner intends to enlarge the restroom space and add a shower. There is currently electricity, gas, and water available to the garage/workshop and a mini-split system serves as the heat/air conditioner. There is one electric meter, one water meter, and one gas meter

serving both the main house and the shop.

Currently, the main home on the property is a rental and is occupied. The rear yard will be a shared space between the tenants occupying both spaces.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 12/30/2024

Report No: 13.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, Resolution 2025-02 declaring that a vacancy exists on the City Commission for District 1. *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Resolution.

Background:

Commissioner for District 1, Nicholas Paul, submitted his resignation effective December 31, 2024, as a result of his recent election to serve as the State Senator for District 33.

City Charter

Section 3. - Vacancies.

B. A vacancy in the commission, including the office of mayor, shall be filled by appointment of the commission of a person qualified under Article V. The Commission must declare by resolution that a vacancy exists. The resolution declaring the vacancy must be adopted by the Commission within fifteen (15) days of the vacancy. The Commission must appoint an eligible person by majority vote to fill the vacant office at the first regular meeting following the expiration of thirty (30) days after the adoption of the resolution. If the Commission fails to make the appointment at that meeting, the Mayor must, within fifteen (15) days, appoint an eligible person to fill the vacancy. The Commission may by ordinance establish the specific procedures for selecting an eligible person to fill a vacancy. The commissioner or mayor, appointed or elected shall fill the vacancy until the next regular local election, at which time a qualified elector shall be elected to fill the remaining unexpired term, if any.

February 25, 2025, is the first regular meeting following the 30 days after adoption of the Resolution declaring the Vacancy of District 1. At this meeting, the Commission will appoint, if not the Mayor must appoint at the March 11, 2025, regular meeting.

ARTICLE V. - QUALIFICATIONS FOR CANDIDACY

Candidates for elective office in the City shall be qualified electors with the following additional qualifications:

Section 2. - Candidates for District Offices.

Candidates for District Offices must reside in the District they seek to represent.

The schedule for the Appointment

January 15, 2025 - Candidate packets will be available.

February 14, 2025 - Deadline to submit Letter of Interest, Declaration of Candidacy, Disclosure Statement, and Affidavit of Voter Registration to the City Clerk.

February 25, 2025 - Interviews of Qualified Candidates (in the order Candidates submitted all forms) and possible Appointment during the regular commission meeting.

March 11, 2025 - Appointment by the Mayor, if the commission made no appointment.

Nicholas Paul
Commissioner, District 1
City of Alamogordo
1401 Plaza Del Prado
Alamogordo, NM 88310

December 30, 2024

The Honorable Susan Payne
Mayor
City of Alamogordo
1376 E. Ninth St.
Alamogordo, NM 88310

Dear Mayor Payne and Members of the City Commission,

Please accept my resignation as Commissioner for District 1 of the City of Alamogordo, effective December 31, 2024. Per city ordinance, as a result of my recent election to serve as the State Senator for District 33, a role I am deeply honored to assume, I am required to resign my seat as City Commissioner for District 1.

Serving the residents of District 1 and working alongside this dedicated commission has been a great privilege. Together, we have worked tirelessly to address the needs of our community, foster growth, and uphold the values that make Alamogordo such a remarkable place to call home.

As I prepare to transition to my new role, I remain committed to the success and well-being of Alamogordo. While my responsibilities will now extend to a broader constituency, my dedication to our community remains steadfast. I look forward to continuing to advocate for Alamogordo and the interests of southern New Mexico in the State Senate.

I want to express my sincere gratitude to my colleagues on the commission, city staff, and, most importantly, the residents of District 1 for their trust, support, and partnership throughout my tenure. It has been an incredible journey, and I am proud of all we have accomplished together.

Please do not hesitate to contact me if there is anything I can do to assist during this transition. I am confident that the City Commission will continue to lead Alamogordo with vision and integrity.

Thank you once again for the opportunity to serve.

Warm regards,



Nicholas Paul

Commissioner, District 1
City of Alamogordo

RESOLUTION NO. 2025-02

**RESOLUTION DECLARING THAT A VACANCY EXISTS
ON THE CITY COMMISSION FOR DISTRICT 1**

WHEREAS, Article VII. The Governing Body, Section 7 Incompatibility of Offices, of the Alamogordo City Charter provides that no member of the Commission or the Mayor may hold any other local, state, or federal elected office. Acceptance of the second elected office constitutes an automatic resignation from the position of Alamogordo City Commissioner or Mayor, and the vacancy thereby created shall be filled in the same manner as other vacancies on the City Commission are filled; and,

WHEREAS, Commissioner for District 1, Nicholas Paul, submitted his resignation effective December 31, 2024, as a result of his recent election to serve as the State Senator for District 33; and,

WHEREAS, the Commission must appoint an eligible person by majority vote to fill the vacant office at the first regular meeting following the expiration of thirty (30) days after the adoption of the resolution. If the Commission fails to make the appointment at that meeting, the Mayor must, within fifteen (15) days, appoint an eligible person to fill the vacancy; and,

WHEREAS, Article VI, Section 3. B of the Alamogordo City Charter provides that a vacancy in the commission, including the office of mayor, shall be filled by appointment of the commission of a person qualified under Article V; and

WHEREAS, the resolution declaring the vacancy must be adopted by the Commission within fifteen (15) days of the vacancy; and,

NOW THEREFORE BE IT RESOLVED THAT the Alamogordo City Commission, pursuant to the provisions of the City Charter, do hereby declare that the Office of City Commissioner for District 1 is vacant and that the position shall be filled.

PASSED, APPROVED, AND ADOPTED this 14th day of January 2025.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney

Section 7. Incompatibility of Offices.

No member of the Commission or the Mayor may hold any other local, state, or federal elected office. Acceptance of the second elected office constitutes an automatic resignation from the position of Alamogordo City Commissioner or Mayor, and the vacancy thereby created shall be filled in the same manner as other vacancies on the City Commission are filled.

(Amd. of 3-2-10; Amd. of 3-1-16)

Section 3. Vacancies.

- A. A vacancy occurs upon an elected officer's death, recall, resignation, or, as to Commissioners, upon termination of residency in the district represented, or upon absence from Commission meetings for a consecutive period exceeding sixty (60) days, unless a majority of the remaining incumbent City Commissioners vote to retain the absent Commissioner or the absent Mayor for an additional sixty (60) days, which vote must take place at the next following regular meeting.
- B. A vacancy in the commission, including the office of mayor, shall be filled by appointment of the commission of a person qualified under Article V. The Commission must declare by resolution that a vacancy exists. The resolution declaring the vacancy must be adopted by the Commission within fifteen (15) days of the vacancy. The Commission must appoint an eligible person by majority vote to fill the vacant office at the first regular meeting following the expiration of thirty (30) days after the adoption of the resolution. If the Commission fails to make the appointment at that meeting, the Mayor must, within fifteen (15) days, appoint an eligible person to fill the vacancy. The Commission may by ordinance establish the specific procedures for selecting an eligible person to fill a vacancy. The commissioner or mayor, appointed or elected shall fill the vacancy until the next regular local election, at which time a qualified elector shall be elected to fill the remaining unexpired term, if any.
- 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; Ord. No. 1678, 8-22-23)

ARTICLE V. QUALIFICATIONS FOR CANDIDACY

Candidates for elective office in the City shall be qualified electors with the following additional qualifications:

Section 1. Candidates-at-Large.

Candidates-at-Large must reside within the city.

(Amd. of 3-1-16)

Section 2. Candidates for District Offices.

Candidates for District Offices must reside in the District they seek to represent.

(Amd. of 3-1-16)

Section 3. Disclosure.

Each candidate for City office shall file a disclosure statement with the City Clerk, at the time of filing for the office. This statement shall identify all real property and businesses in New Mexico in which the candidate has a financial interest.

(Ord. No. 1598, 9-12-19)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2025

Report Date: 01/07/2025

Report No: 14.

Submitted By: Troy Orr

Subject: Consider, and act upon, the first publication of Ordinance No. 1698 to remove listed parking, overnight, and landing fees from Chapter 4 of the Code of Ordinances. (*Troy Orr, Airport Manager*)(*Veronica Ortega, Community Services Director*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: We are proposing the recommended changes to Chapter 4 of the Code of Ordinances with the intent to create a Rates & Fees document at a later date.

ORDINANCE NO. 1698
AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 4-06-060
AIRCRAFT AND AIRPORT OF THE ALAMOGORDO CODE OF
ORDINANCES CONCERNING FEES AND CONDITIONS

WHEREAS, the City Commission of the City of Alamogordo, New Mexico, acknowledges that the Alamogordo-White Sands Regional Airport provides valuable services to the citizens of Alamogordo; and,

WHEREAS, the City Commission of the City of Alamogordo, New Mexico, acknowledges that streamlining the current process would be favorable to managing rates and fees at Alamogordo-White Sands Regional Airport; and,

WHEREAS, the City Commission of the City of Alamogordo, New Mexico recognizes the need to establish a Rates & Fees document; and,

WHEREAS, the City Commission of the City of Alamogordo, New Mexico, considers it necessary to amend sections of Chapter 4 of the Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico, that Chapter 4, Article 4-06-060 of the Code of Ordinances be amended to read as follows:

CHAPTER 4 AIRCRAFT AND AIRPORT

4-06-060. Fees and conditions.

- (a) *Fees*: All aircraft parked at the airport shall pay parking fees as follows, except where parking and tiedown spaces are specifically provided for in the lease or operating agreement: The following rates and fees will be published on a Rates & Fees document and shall be reviewed annually for approval by resolution by the City Commission.
- (1) Rates and fees will be reviewed by the Airport Manager and the Airport Advisory Board and shall be reviewed by the City Manager prior to final approval by the City Commission.
- (b) *Monthly parking rates fees*: All aircraft parked at the airport shall pay parking fees except where parking and tiedown spaces are specifically provided for in the lease or operating agreement. All monthly parking fees are payable in advance on the first of each month at the following rates:
- (1) Single engine aircraft, twenty dollars (\$20.00).
- (2) Twin engine aircraft, twenty-five dollars (\$25.00).
- (3) Aircraft over twelve thousand five hundred (12,500) pounds, thirty dollars (\$30.00).

- (4) ~~Tiedowns provided by lease to commercial operators, ten dollars (\$10.00).~~
- (c) *Transient or overnight rates fees*: These fees shall be collected by the fixed base operators, who shall be authorized to retain one-third (1/3) of all the overnight or transient fees collected to cover administrative costs and shall remit the balance to the airport manager ~~each month~~ **monthly** ~~at the following rates~~. These fees may be waived by the airport manager with the purchase of fuel from an authorized vendor.
- (1) ~~Single engine aircraft, three dollars (\$3.00) per night.~~
- (2) ~~Light twin engine aircraft, five dollars (\$5.00) per night.~~
- (3) ~~Cabin class multi-engine (under twelve thousand five hundred (12,500) pounds), seven dollars (\$7.00) per night.~~
- (4) ~~Cabin and larger (over twelve thousand five hundred (12,500) pounds), ten dollars (\$10.00) per night.~~
- (d) *Airport users' fees*: Commercial operators not covered by lease or agreement, shall pay the following airport users fees for landing at the **airport**.
- (1) ~~Aircraft under twelve thousand five hundred (12,500) pounds, three dollars and fifty cents (\$3.50) per day.~~
- (2) ~~Aircraft over twelve thousand five hundred (12,500) pounds, twenty cents (\$0.20) per thousand pounds per landing.~~
- (e) Landing weight used in providing the basis for the computation of such landing fees shall be the maximum certificated gross landing weight of the airplane involved in accordance with the certification thereof.
- (f) *Parking permit required*: Each owner or operator of an aircraft parking said aircraft at the Alamogordo-White Sands Regional Airport on a permanent basis or desiring to reserve a space for parking shall obtain and execute a parking permit and be subject to all the terms and conditions thereof.
- (g) *Delinquent parking and tiedown fees*: If an aircraft is parked at the airport for more than thirty (30) days and the fees have not been paid, the airport manager shall give written notice to the person obtaining the parking permit at the last written address provided to the manager. If the fees remain unpaid for a period of fifteen (15) days after written notice is sent, the manager may arrange for removal of the aircraft from the airport premises, at the expense of the permit holder and without liability to the city for any damage which may result from the removal.
- (h) Any parties entering a commercial permit with the city or any other type of permission to provide commercial services at the airport shall pay a minimum of two (2) percent of the gross revenue received from operation of the commercial activities to the city in a fashion and timeline mirroring the requirements for gross receipt payments to the state.
- (i) In order to offset the time needed to review a new application and the cost of producing copies of the materials for review, the applicant **for an initial hangar lease or commercial permit** shall pay an application **fee** ~~of two hundred fifty dollars (\$250.00).~~

- (j) Applications for additional terms or extensions of existing commercial permit agreements that do not involve services substantially different from those approved in the permit to which the additional term or extension is applicable originally applied for, shall pay a processing fee. ~~of ten dollars (\$10.00).~~
- ~~(k) The fees referenced in paragraphs (d), (e) and (f) above shall take effect for any application filed after July 1, 2006.~~
- (k) The fees referenced in paragraphs (a), (b), (c), (d), and (i) are detailed on the Rates & Fees document.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2025.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney

ALM

TROY ORR

AIRPORT MANAGER

ALAMOGORDO
WHITE SANDS

REGIONAL AIRPORT

Objective

Publish an amendment to Chapter 4 of the Code of Ordinances to remove specified rates and fees from the ordinance.

Amendments to Chapter 4

- The Code of Ordinances is established law and is legally actionable.
 - We are in violation of our own laws.
- Rates and Fees are all over the place and are generally not published or available to the public.
 - If we combine all rates and fees into a single document, we can make them freely available to the public.
 - A Rates & Fees document can be reviewed by the Airport Advisory Board and approved by the Commission, and then published annually.
- This brings the Airport in line with other city departments.
 - Public Works recently did the same thing with water rates.

4-06-060. Fees and Conditions

(a) ~~Fees: All aircraft parked at the airport shall pay parking fees as follows, except where parking and tiedown spaces are specifically provided for in the lease or operating agreement:~~ The following rates and fees will be published on a Rates & Fees document and shall be reviewed annually for approval by resolution by the City Commission.

(1) Rates and fees will be reviewed by the Airport Manager and the Airport Advisory Board and shall be reviewed by the City Manager prior to final approval by the City Commission.

(b) ~~Monthly parking rates fees:~~ All aircraft parked at the airport shall pay parking fees as follows, except where parking and tiedown spaces are specifically provided for in the lease or operating agreement. All monthly parking fees are payable in advance on the first of each month at the following rates:

- ~~(1) Single engine aircraft, twenty dollars (\$20.00).~~
- ~~(2) Twin engine aircraft, twenty five dollars (\$25.00).~~
- ~~(3) Aircraft over twelve thousand five hundred (12,500) pounds, thirty dollars (\$30.00).~~
- ~~(4) Tiedowns provided by lease to commercial operators, ten dollars (\$10.00).~~

4-06-060. Fees and Conditions

(c) *Transient or overnight rates fees*: These fees shall be collected by the fixed base operators, who shall be authorized to retain one-third (1/3) of all of the overnight or transient fees collected to cover administrative costs and shall remit the balance to the airport manager on a monthly basis at the following rates. These fees may be waived by the airport manager with the purchase of fuel from an authorized vendor.

- ~~— (1) Single engine aircraft, three dollars (\$3.00) per night.~~
- ~~— (2) Light twin engine aircraft, five dollars (\$5.00) per night.~~
- ~~— (3) Cabin class multi engine (under twelve thousand five hundred (12,500) pounds), seven dollars (\$7.00) per night.~~
- ~~— (4) Cabin and larger (over twelve thousand five hundred (12,500) pounds), ten dollars (\$10.00) per night.~~

4-06-060. Fees and Conditions

(d) *Airport user's fees:* Commercial operators not covered by lease or agreement, shall pay the following airport users fees for landing at the airport.

~~— (1) Aircraft under twelve thousands five hundred (12,500) pounds, three dollars and fifty cents (\$3.50) per landing.~~

~~— (2) Aircraft over twelve thousand five hundred (12,500) pounds, twenty cents (\$0.20) per thousand pounds per landing.~~

(i) *In order to offset the time needed for review a new application and the cost of producing copies of the materials for review, the applicant for an initial hangar lease or an initial commercial permit shall pay an application fee of two hundred and fifty dollars (\$250.00).*

(j) *Applications for additional terms or extensions of existing commercial permit agreements that do not involve services substantially different from those approved in the permit to which the additional term or extension is applicable originally applied for, shall pay a processing fee of ten dollars (\$10.00).*

Conclusion

Once the amendment is approved, we will work with the Airport Advisory Board to propose a Rates & Fees document to be approved by the City Commission.