



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

September 13, 2016 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

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

Maggie Paluch Acting City Manager
Canon P. Stevens Interim City Attorney
Nancy Jacobs City Clerk

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation of Proclamations to Miss Alamogordo Staesha Gentry, Miss Otero County Ryleigh Murphy, Miss Alamogordo Outstanding Teen Dallas Collins, and Miss Otero County Outstanding Teen Sage Drake. (Richard Boss, Mayor)

2. Presentation related to multiple road closures of New York Ave. between 8th and 9th Streets. (*Tresa Van Winkle, presenter*)
3. Presentation concerning the NM Aviation Aerospace Career Expo on October 6, 2016. (*Bill Shuert, President NMAAA*)

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

4. Approve the minutes for the August 23, 2016 Regular Meeting. (*Nancy Jacobs, City Clerk*)
5. Approve the statements related to the Executive Sessions held on August 23, 2016 and August 29, 2016. (*Nancy Jacobs, City Clerk*)
6. Consider, and act upon, award of RFQ No. 2016-05 Engineering Design Services for FY2017 Street Maintenance Program. (*Edward Balderrama, Project Manager*)
7. Consider, and act upon, the Lodger's Tax Expenditures for Tourism & Travel. (*Jan Wafful, Special Events Manager*)
8. Consider, and act upon, final publication of Ordinance No. 1527 amending Section 11-05-070 of the City of Alamogordo Code of Ordinances regarding Concealing Identity. (*Lauren Truitt, Asst. City Attorney*) (**Roll Call Vote required**)
9. Consider, and act upon, approval of the FY2017 - FY2020 American Federation of State, County, and Municipal Employees (AFSCME) Local 3818 MOU, and the Alamogordo Public Safety Officers Association (APSOA) contract for FY2017 - FY2020. (*Katie Josselyn, Human Resources Director*) (**Roll Call Vote required**)
10. Consider, and act upon, approval of an across the board pay increase for Non-Represented staff members. (*Katie Josselyn, Human Resources Director*) (**Roll Call Vote required**)

ITEMS REMOVED FROM CONSENT AGENDA

UNFINISHED BUSINESS

11. Consider, and act upon, approval of a City Manager employee contract for Robert Stockwell. (*Katie Josselyn, Human Resources Director*) (**Roll Call Vote required**)
12. Consider, and act upon, options for pool coverings for the Family Recreation Center. (*Veronica Ortega, Community Services Director and Edward Balderrama, Project Manager*)

NEW BUSINESS

13. Consider, and act upon, award of Public Works Bid No. 2016-001 to Smithco Construction, Inc. related to the Snake Tank Well 5 Equipment & Monitoring Wells project, in an amount not to exceed \$1,143,471.74, including tax. (*Brian Cesar, Public Works Director*)

14. Discussion related to City Parks maintenance and effluent water use. (*Veronica Ortega, Community Services Director & Brian Cesar, Public Works Director*)
15. Consider and act upon drainage issues on New York Avenue between 1st and 10th Street. (*Brian Cesar, Public Works Director*)
16. Consider and act upon, sewer service issue at 1417 Cuba. (*Brian Cesar, Public Works Director*)
17. Consider, and act upon, the removal of the traffic signal at 1st & Canyon Road and the installation of a new traffic signal at 10th & Scenic. (*Brian Cesar, Public Works Director*)
18. Appointments to Boards and Committees. (*Richard Boss, Mayor*)

PUBLIC COMMENT (Continued if needed)...

EXECUTIVE SESSION (Roll Call Vote Required)

-
19. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss: purchase, acquisition or disposal of real property (Scenic Dr. extension); and purchase, acquisition or disposal of real property (First/Florida realignment). (**Roll Call Vote required**)

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/1/2016

Report No: 1.

Submitted By: Nancy Jacobs

Subject: Presentation of Proclamations to Miss Alamogordo Staesha Gentry, Miss Otero County Ryleigh Murphy, Miss Alamogordo Outstanding Teen Dallas Collins, and Miss Otero County Outstanding Teen Sage Drake. (*Richard Boss, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: The 2016 Miss Alamogordo/Miss Otero County and the Miss Alamogordo Outstanding Teen/Miss Otero County Outstanding Teen Pageant was held on Saturday, July 23, 2016 at the Flickinger Center for Performing Arts. Mayor Boss will present proclamations to the winners of these prestigious titles.

Proclamation

The City Of Alamogordo Executive Offices

WHEREAS, on July 23, 2016, the Miss Alamogordo / Miss Otero County Outstanding Teen Pageant was held at the Flickinger Center in downtown Alamogordo; and

WHEREAS, at the conclusion of the pageant, Dallas Collins was named Miss Alamogordo Outstanding Teen and Sage Drake was named Miss Otero County Outstanding Teen; and

WHEREAS, these two young ladies will represent Alamogordo and Otero County in Portales, New Mexico at the Miss New Mexico Outstanding Teen Pageant in 2017, as well as at many events and occasions throughout their reigns, giving generously of their time to promote Alamogordo and Otero County; and

WHEREAS, both young ladies have chosen a platform to be a force for positive change in the City of Alamogordo and Otero County – Miss Collins hopes to bring awareness to bullying in schools, and Miss Drake wishes to spread the joy of music.

NOW, THEREFORE, I, Richard Boss, Mayor of the City of Alamogordo, New Mexico, do hereby declare Tuesday, September 13, 2016 as:

MISS ALAMOGORDO / MISS OTERO COUNTY OUTSTANDING TEEN DAY

the City of Alamogordo and encourage area citizens to show their appreciation to these young women for their achievements.



Richard Boss
Richard Boss, Mayor

Nancy E. Jacobs
Nancy E. Jacobs, City Clerk

Proclamation

The City Of Alamogordo Executive Offices

WHEREAS, on July 23, 2016, the Miss Alamogordo / Miss Otero County Scholarship Pageant was held at the Flickinger Center in downtown Alamogordo; and

WHEREAS, at the conclusion of the pageant, Staesha Gentry was named Miss Alamogordo and Ryleigh Murphy was named Miss Otero County; and

WHEREAS, for over 37 years the Sertoma Club of Alamogordo has awarded scholarships to contestants in order to further their education, this year awarding \$8,500.00 in scholarship money; and

WHEREAS, these young women will represent Alamogordo and Otero County in Portales, New Mexico at the 2017 Miss New Mexico Scholarship Pageant, as well as at many events and occasions throughout their reign, giving generously of their time to promote Alamogordo and Otero County; and

WHEREAS, both of these young ladies have elected to make a difference in the City of Alamogordo and Otero County - Miss Gentry has chosen as her platform to help spread awareness of animal abuse, and Miss Murphy has chosen to help those who are victims of childhood sexual abuse.

NOW, THEREFORE, I, Richard Boss, Mayor of the City of Alamogordo, New Mexico, do hereby declare Tuesday, September 13, 2016, as:

MISS ALAMOGORDO / MISS OTERO COUNTY DAY

in the City of Alamogordo and encourage area citizens to applaud these young women for their accomplishments.




Richard Boss, Mayor


Nancy E. Jacobs, City Clerk

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/1/2016

Report No: 2.

Submitted By: Nancy Jacobs

Subject: Presentation related to multiple road closures of New York Ave. between 8th and 9th Streets. (*Tresa Van Winkle, presenter*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Ms. Van Winkle has a business on the 900 block of New York Ave., and is concerned about the multiple road closures of this block for events scheduled by the Down Town Merchants Association.



RECEIVED

August 02, 2016

CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Sept 13 Date: 8-2-16
Aug 9th, 2016
Date of Meeting: _____
Name: Tresa Van Winkle, RN
Address: 907 New York Ave.
Alamogordo, NM ZIP 88310
Phone Number: (575) 430-7798
E-Mail Address: tresa.vanwinkle@gmail.com

Item requested will be for: (Please check one)

☒ Information only ☐ Action Item ☐ Discussion/Action
☐ Public Hearing ☐ Report ☐ Other: _____

Brief description of topic to be discussed:

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

We do not allow handouts at the meeting

Multiple road closures between
9th and 10th Street on New York
Ave., Alamogordo, NM.

Signature: Tresa Van Winkle, RN

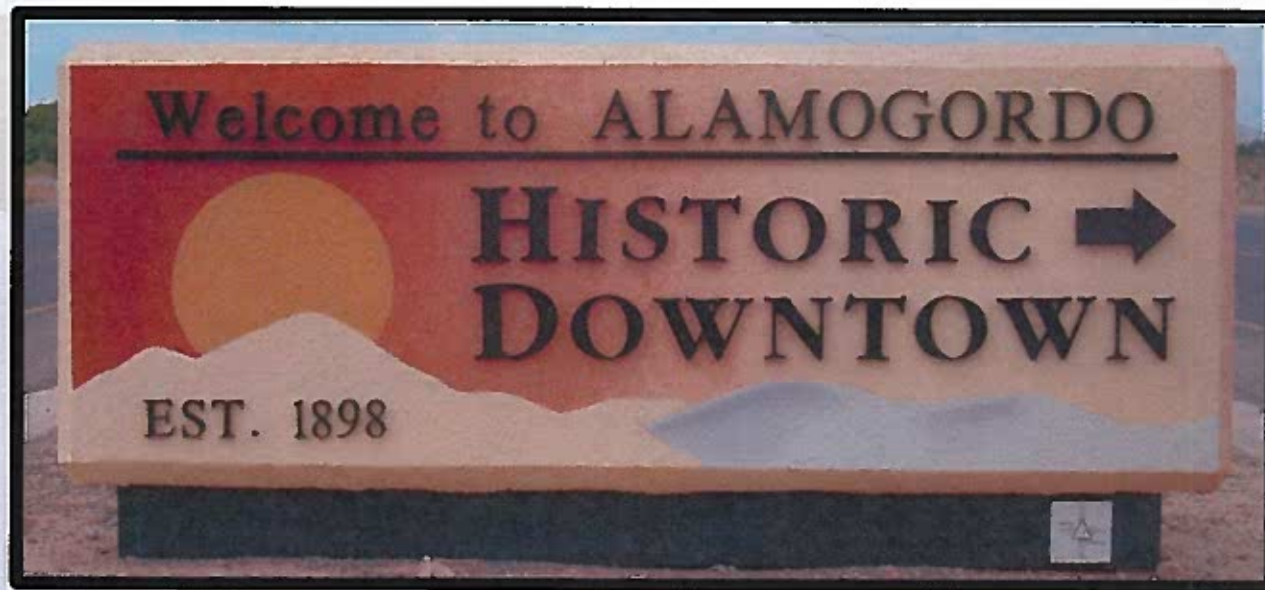
Please return to: Nancy Jacobs, CMC, City Clerk
City of Alamogordo
1376 E. 9th Street
Alamogordo, NM 88310

Phone: (575) 439-4205

Fax: (575) 439-4396

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

**NEW YORK AVE.
ALAMOGORDO, NM**



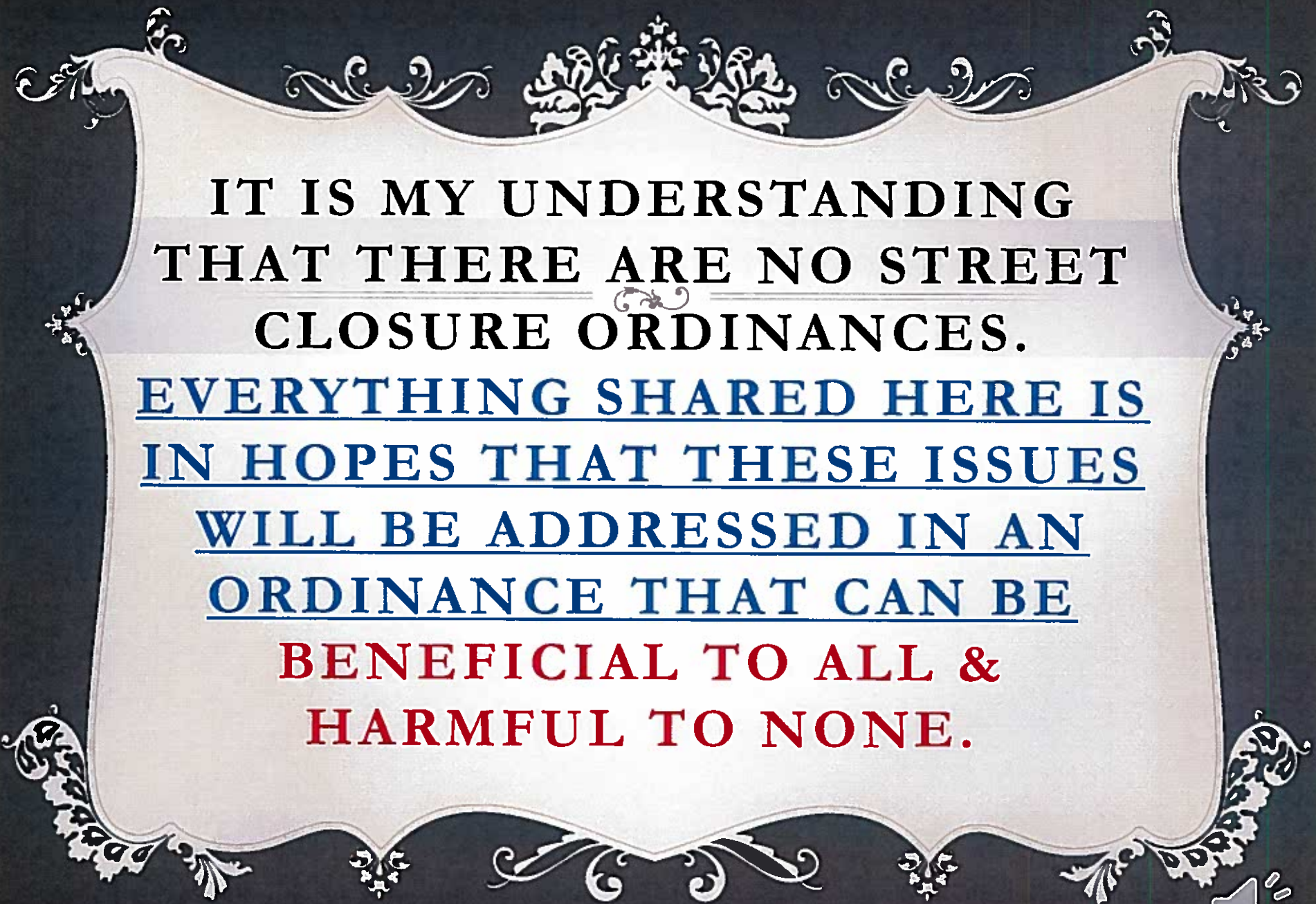
STREET CLOSURE BLUES



AN ORDINANCE IS . . .

- ❖ A law, statute, or regulation enacted by a Municipal Corporation or Municipality, such as a city . . .
- ❖ Ordinance 1458 (of 2014) amended Section 29-01-090 & governs “Special Events Permits”.



A decorative border with intricate scrollwork and floral patterns in a light beige color, set against a dark blue background. The border frames the central text area.

IT IS MY UNDERSTANDING
THAT THERE ARE NO STREET
CLOSURE ORDINANCES.

EVERYTHING SHARED HERE IS
IN HOPES THAT THESE ISSUES
WILL BE ADDRESSED IN AN
ORDINANCE THAT CAN BE

**BENEFICIAL TO ALL &
HARMFUL TO NONE.**



History of New York Ave. Street Closures 2011

for unidentified event required

1. Block Party/Street Closure
Form
2. 16 signatures.



REQUEST FOR

9-7-11

Today's Date

TO WHOM IT MAY COME

We are hereby requesting

New York Ave

on SAT

to 9:00 a.m. to 1:00 p.m.

contacted each. All agree

It is understood that if someone is contacted and also, that we will allow

By signing this request, it is understood that we are best of our knowledge, and

It is understood that if assistance is required for this street closure, it is from this form by contact at least three days prior

Thank you for your consideration

Sincerely,
D Ann Dunigan
The N.Y. Ave. merchants

Phone: 515-937-9

APPROVED

Mark S. RR

City Manager

cc: Dir. Dept. of Public Works
OK. Kenev

We, the undersigned business / residential

Alamogordo Issuing a Special Permit allow

permission to hold a block party / street closure

Name

Classy Cats 921

Woods By Bill 919

Gypsy Rose 915

Creative Designs 911

Victoria 911

D & H Stamp and Sign 911

CAPPED 909

Salvation Army 901

Yanelli's Fashions 908

The Other Closet 822

Mass Attraction 922

Gentle Reflections 922

Lally Chiffon 918

Cordley Baylow 900

Sherwin William 822

Speed Escape Salon & Spa 811

We, the undersigned business / residential owners, have no objection to the City of

Alamogordo Issuing a Special Permit allowing The Downtown Merchants
(Name of person or business)

permission to hold a block party / street closure on our street.

Name

Address

Signature

Classy Cats 921 NY

D Ann Dunigan

Woods By Bill 919 NY

Cheryl Holman

*** Signed by a convicted felon working at CAPPED through Goodwill's Senior Program**

D & H Stamp and Sign 911 N.Y.

Goodwill

CAPPED 909 NY

Linda Vigil

Salvation Army 901 N.Y.

Joan May

Yanelli's Fashions 908 New York

Enriquez Juan

The Other Closet 822 New York

Joe Silva

Mass Attraction 922 New York

Kerry Sears

Gentle Reflections 922 New York

Carolyn Johnson

Lally Chiffon 918 New York

Lally Chiffon

Cordley Baylow 900 New York

Cordley Baylow

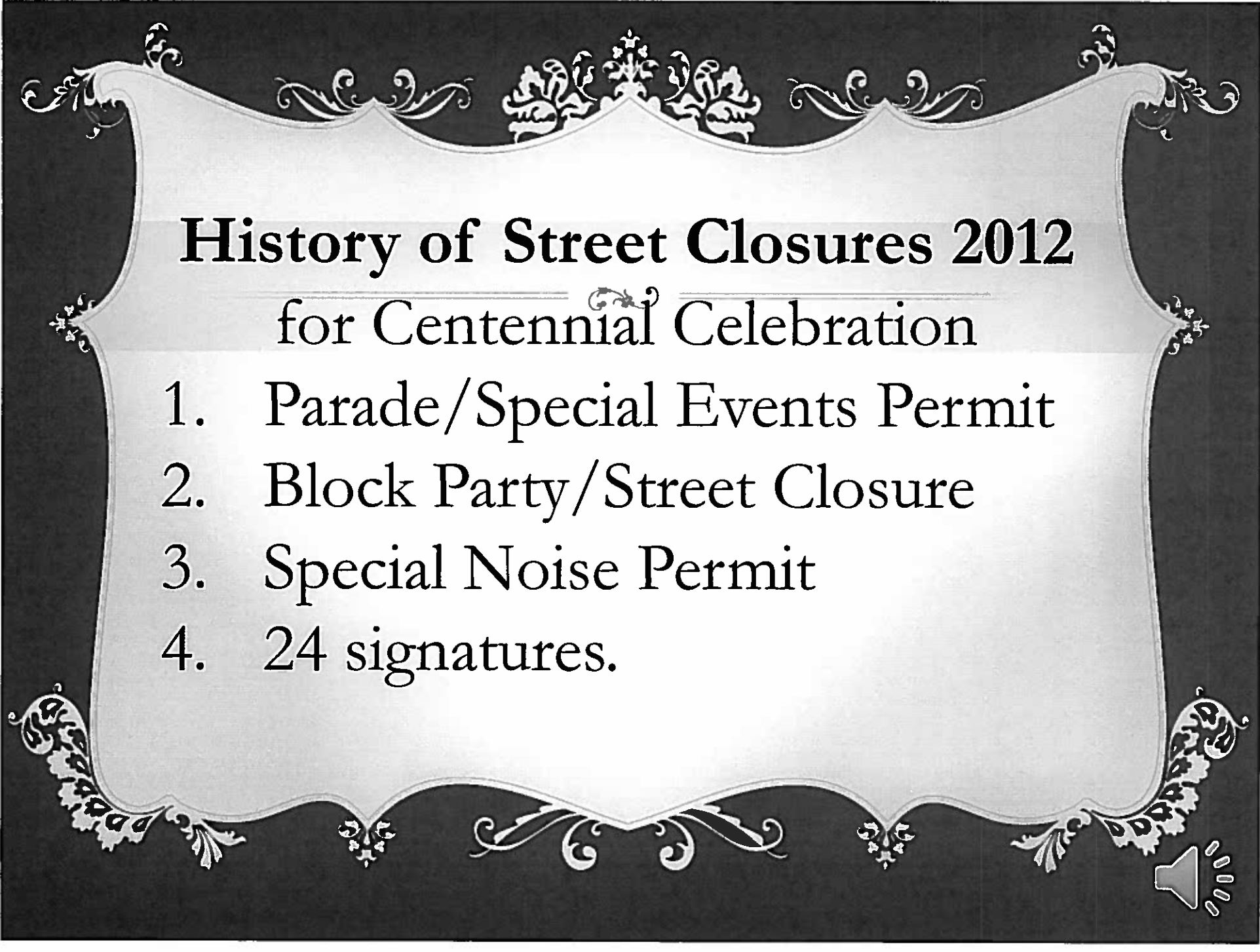
Sherwin William 822 New York

Jill Seatonell

Speed Escape Salon & Spa 811 New York

Speed Escape





History of Street Closures 2012

for Centennial Celebration

1. Parade/Special Events Permit
2. Block Party/Street Closure
3. Special Noise Permit
4. 24 signatures.



APR 25 2012

APR

celebration 6/2/21

**Downtown Merchants Association 2012 Centennial Celebration
Request for Street Closure**

side between 1st Street
1st Street for the purpose
ry, October 27th and will
order to accommodate
crowd.

REQ

4-25-

TO WHOM

1/We are ho

11/24/08

on Sat.

to 9.00

contacted

**It is understood
and also, it**

By signing I
best of our

Thank you

Sincerely,

Тяжело

Phone: 5

APPROVE

24

City Manager

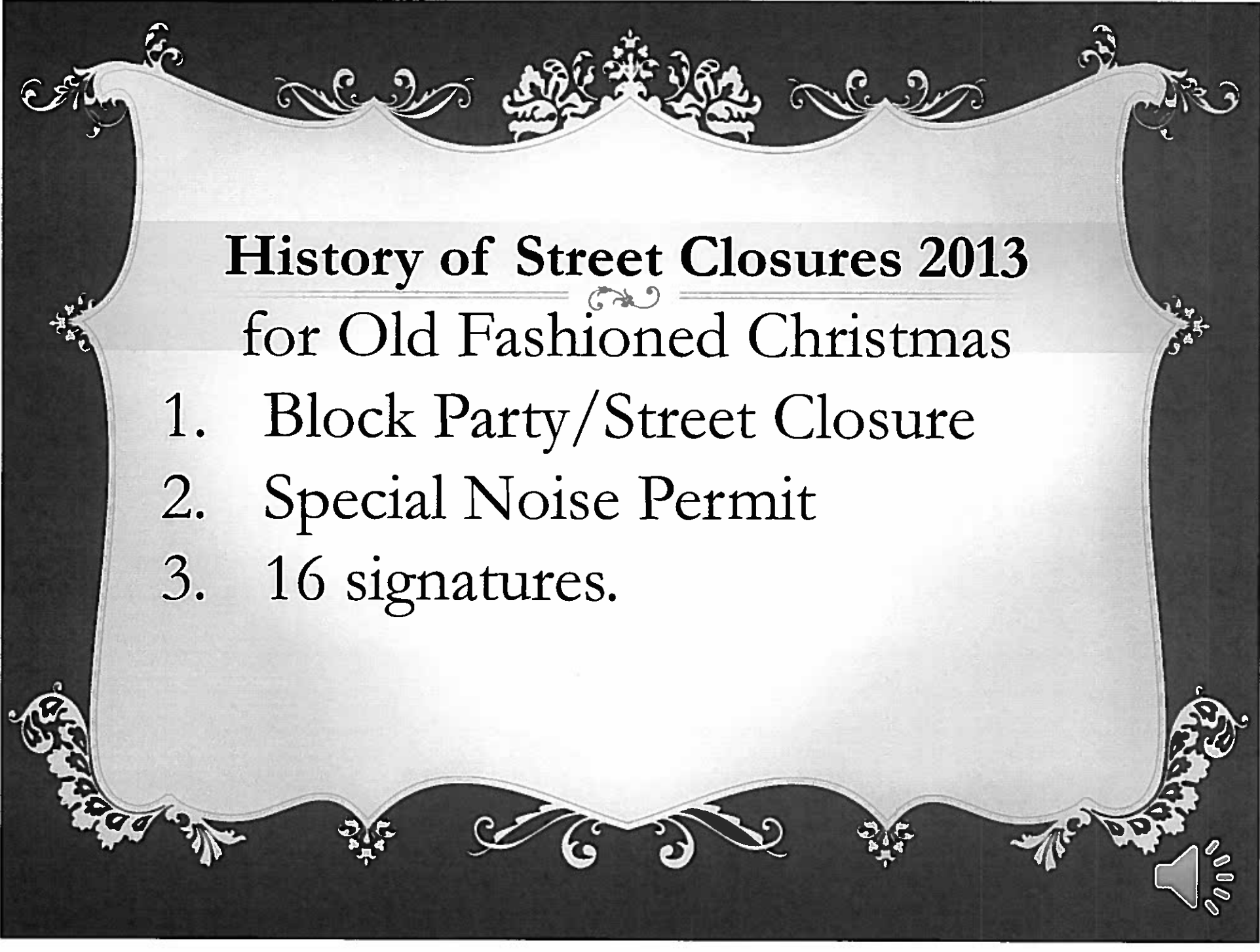
CC: Dkt. D

31

•

The Downtown Merchants Association requests your permission to close New York Avenue between 10th Street, and 9th Street between White Sands Blvd. and the alley before Delaware Street for the purpose of hosting the 2012 Centennial Celebration. The event will begin at 10:00AM on Tuesday, October 23, 2012 and end at 9:00PM that evening. The streets will be closed from 9:00AM until 10:00PM in order to accommodate the set-up and tear down of the event. Please sign below stating your approval or disapproval.

STORE NAME	SIGNATURE	APPROVE	DISA
Pock Paper Sisters (9/6)	Wendy Murray	✓	
Victoria	R. L. Murray	✓	
T-P-T Music (9/10)	Jay Gentry	X	
Tallie's Boutique-	Tallie Gentry	✓	
Gentle Reflections	David Johnson	✓	
Major Attraction	Nancy Jones	✓	
The Office Closet	A. Della	✓	
Classy Cats Thrift Store	Danelli's Furniture	✓	
Wooden Shoe Co.	P. Denton for Thom Higgins	✓	
Dee Dee's	Holly Hester	✓	
CAPPED INC	Sally Orr	✓	
DE TERRY MARQUARDT	Karen Merrill	✓	
COMPUTERS BY WILL	Larry Merrill	✓	
Vintage Etc.	Andrew Brunken	✓	
EXIT Realty	Emily Baylon	✓	
Sheena Williams	Ann & Bob	✓	
Secret Escape Salon & Tanning	Lin Rogers	✓	
Snow Case Carpets	Carol J. Sheper	✓	
Phat Glass 3	Chelly Gallois	✓	



History of Street Closures 2013 for Old Fashioned Christmas

1. Block Party/Street Closure
2. Special Noise Permit
3. 16 signatures.



REQUEST FOR

11-19-13

Today's Date

TO WHOM IT MAY CONCERN:

I/We are hereby requesting approval

900 Block of

on 4th Dec

to 9 a.m. (P.M.) There are

contacted each. All agree to this

It is understood that if someone is

By signing this request, I/We hereby

It is understood that I/We are not

Thank you for your consideration.

Sincerely,

Down Town Merchants

Bliss W. Wynn

Phone: 434-6437

APPROVED

12/3/13
City Manager

CC: Dir. Dept. of Public Works

SPECIAL

Name of Organization Sponsoring

Contact Person: Bliss

Type of Event: old

Location of Event: 900

Day/Date/Times of Event: 12/3/13

Type of Noise to be

Christmas

This permit is conditional that the level of noise reasonably prudent person

This permit expires at the appropriate law enforcement of noise is excessive.

Dated this 3rd day of Dec

REVIEWED BY:

Thot A. Du

Police Chief

Randy L. Carlin, City Clerk

This Special Permit is pursuant to

old fashion Christmas Dec 13 Fri
Close street 5 P.M. - 8 P.M.

TO WHOM IT MAY CONCERN:

We, the undersigned business / residential owners, have no objection to the City of

Alamogordo Issuing a Special Permit allowing Down Town Merchants

permission to hold a block party / street closure on our street.

Name	Address	Signature
Victoria	912 NY	Bliss Wynn
Classy Catz		Bliss Wynn
Creative Designs		Bliss Wynn
CAPPED, Inc.	907 NY	J. Van Dine
Vintage Etc.	906 New York	Andrew Bender
ENT MUSIC	910 New York	James Furman
Tally Boutique	918 New York -	Tally Cough
Gentle Reflections	920 New York / fork	Carol Johnson
Mary Reddington Design	920 New York	Mary Dilbert
Bliss	926 New York	The Smokers Hut
Pamelli's	928 New York	Q. D. Dine
Walt	911 New York	Y. D. Dine
Brian C Jungling	915 New York	Brian C Jungling
Margaret E. Dine	903 NYA	1 Dine
Tracy Gross	909 NYA	Tracy Gross
	922 New York	

* Properly signed.



A decorative border with intricate scrollwork and floral patterns surrounds the text.

History of Street Closures 2014
for Easter Promenade, 2-Art
Walks, Old Fashioned Christmas,
Christmas Parade, & ? May 10th.

1. Parade/Special Events Permit
2. Block Party/Street Closure
3. Special Noise Permit





REQUEST FOR A BLOCK

4-12-14

TO WHOM IT MAY CONCERN:

I/We are hereby requesting approval of a bi

800 T 900 Block

on Sat May 10 2

to 2 a.m. There are no resi

contacted each. All agree to this closure.

It is understood that if someone insists on p and also, that we will allow any emergency

By signing this request, I/We hereby affirm knowledge, and that all of the terms herein

It is understood that I/We are responsible required from the City of Alamogordo to I/We understand we will need to make at Alamogordo Street Department directly

Thank you for your consideration.

Sincerely,

Cherie W. Wamman

DMA Plaza

Phone: 434-6483

APPROVED

San R Salas 4/28/14

City Manager

cc: Dir. Dept. of Public Works

TO WHOM IT MAY CONCERN:

We, the undersigned business / resi

Alamogordo Issuing a Special Permi

permission to hold a block party / str

Name

Victorin

Classy Cato

Lennie Espiritu

Jess King

Brian C. Jung

E. Beits

COPPED

Meredith E. Assarous

Quincy Benker

Fr-Tuesday

Claudia Loya

Gentle Reflections

Mary's Roadrunner

Mane Attraction

The Smiles Her

Curious Ginos

TO WHOM IT MAY CONCERN:

We, the undersigned business / residential owners, have no objection to the City of

Alamogordo Issuing a Special Permit allowing DMA

permission to hold a block party / street closure on our street.

Name

Stella Vita

Parrell Moore

Showercase

Southwest Diet

Address

902 New York

817 New York

806 New York

823 New York

Signature

Stella Vita

Parrell Moore

Showercase

Southwest Diet



NO FEE

This permit is subject to the provisions of the City of Albany, New York, and the State of New York.

A permit is required for the use of any public place for the purpose of holding a parade or procession.

The permit is subject to the provisions of the City of Albany, New York, and the State of New York.

The permit is subject to the provisions of the City of Albany, New York, and the State of New York.

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The permit is subject to the provisions of the City of Albany, New York, and the State of New York.

REQUEST

Nov 6th 2014

TO WHOM IT MAY CONCERN

We are hereby requesting

900 B

on Friday

to 9:00 a.m. to 11:00 a.m.

contacted each. All

It is understood that

By signing this request, the undersigned acknowledges that

It is understood that the undersigned understands that

Thank you for your cooperation.

Sincerely,

Pennie Espinoza
LeSP@al.gov
Phone: 518 312 3123

APPROVED

[Signature]
City Manager

11/21/14
Date approved

CC: Dir. Dept. of Public Works

Art Walk Nov 21 2014 5 - 8pm

TO WHOM IT MAY CONCERN

We, the undersigned business

Alamogordo issuing a Special

permission to hold a block

Name

Classy Cats Thrift

Elite Memories

Vintage Etc.

Sacramento Mtn. Lodge

Tom's Bass & Fly Fishing

Vision

Marquardt Eye Assoc.

Stella Vita

Long & Short

The Smokers Hut

Living Dreams Photography

Name

Genius Games

Bargain Quest

Dein / Frances

Yorkville

Referred Homecare

MACQUARDT EYE

ASSOCIATES

Address

909 New York Ave

815/819

New York Ave

806 New York

812 New York

903 & 901 New

York

Signature

[Signature]

Travis Parks

[Signature]

[Signature]

Karen Kende

Again? Where is CAPPED ?????

16 of 24 Signatures ...



REQUEST FOR A BLOCK PARTY AND STREET CLOSURE

11-4-14
Telephone City

TO WHOM IT MAY CONCERN:

I/We are hereby requesting approval of a block party and request closure of the

800-700 Blocks New York

on Fri Dec 12, 2014 from 5:00 am/p.m.

to 9:00 am/p.m. There are 200 residences on this section of street, and contacted each. All agree to this closure.

It is understood that if someone insists on passage through our street, that we will allow any emergency vehicles through if the need arises.

By signing this request, I/We hereby affirm that all of the above statements are knowledge, and that all of the terms herein will be complied with.

It is understood that I/We are responsible for traffic control devices. How required from the City of Alamogordo to provide traffic control devices for I/We understand we will need to make arrangements separate from this for Alamogordo Street Department directly at 439-4244 at least three days prior

Thank you for your consideration.

Sincerely,

Chris Lamm

D.M.A. Pres

Phone: 624-6482

APPROVED

Chris Lamm 12/4/14
City Manager

CC: Dir. Dept. of Public Works

City Clerk Approval. RL

REVIEWED BY:

Thad A. Lamm
Director of Public Safety

Old Fashioned Christmas

O.F.C. Fri Dec 12, 2014

TO WHOM IT MAY CONCERN:

Street close 5-9 P.M.

800-700 Blocks of

We, the undersigned business / residential owners, have no objection to the City of New York

Alamogordo Issuing a Special Permit allowing Downtown Merchants Assoc
(Name of person or business)

permission to hold a block party / street closure on our street.

Name	Address	Signature
Pennie Espiritu	917 New York Ave	Pennie Espiritu
Cosy Cats Thrift Store	928 NY Ave	Dawn Sanigan
Elite Memories	918 New York Ave	Claudia Baye
Vintage Etc.	906 New York Ave	Paula Brunker
Jamie Ann Jewelry	928 NY Ave	[Signature]
Trai Bass Letky-Carlson	920 New York	Theresa Patterson
Mary Delgado	919 New York Ave	Mary Delgado
DeH Stamp	928 NY Ave	DeH Stamp
Victoria	915 New York	Victoria Lamm
Lingerie Photography	921 New York Ave	[Signature]
The Smokers Hut	926 New York	[Signature]
Elite Music	915 New York	[Signature]
Moni Cakes	904 New York	Alicia Bigas
JENNIFER KING	908 NY	[Signature]
[Signature]	905 NY	905 NY Ave

* Signed by an unauthorized employee ...

Tea Hood
[Signature]

907 New York
8th New York

Tea Hood
[Signature]

REQ:

September
Release Date

TO WHOM IT MAY CONCERN:

I/We are hereby requesting

New York Ave

on Saturday

to 9:30 a.m.

contacted each.

It is understood that we will

By signing this request, we acknowledge, and the

It is understood that the City of Alamogordo is required from the City of Alamogordo Street

Thank you for your

Sincerely,

Shirley A. Board

Exec. Board

Phone: 5759

APPROVED

DAK

City Manager

cc: Dir. Dept. of Public

NO FEE

This permit is issued in accordance with the provisions of the code of ordinances by the Director of the Department of Public Works.

A permit for the conduct of a parade shall be issued for the purpose of Alamogordo Christmas

This permit is issued for the purpose of A

The parade origin shall be New York Ave

The parade route shall be 10th St. to 1st St.

with turn south

The parade shall proceed in a single file

The maximum interval between participants shall be 40 feet

A permit for the conduct of a parade shall be issued for the purpose of Alamogordo Christmas

This permit is issued for the purpose of A

and terminating at 9th St.

Special event purposes from 10th St. to 1st St.

w/ judges traffic

Please detail if your event is for the purpose of All North/South

The parade chairman shall carry this permit during the parade

Tammy Brooks
 CONTACT PERSON
 PHONE: (626) 427

SPECIAL CONDITIONS

COPIES TO: City Clerk

Received from

TO WHOM IT MAY CONCERN:

We, the undersigned business / residential owners, have no objection to the City of

Alamogordo issuing a Special Permit allowing Chamber of Commerce
(Name of person or business)

permission to hold a block party / street closure on our street.

Christmas Parade Dec. 12, 2014 5-9:30 P.M.

Name	Address	Signature
<u>Victoria's</u>	<u>913 New York</u>	<u>Renee L. Carlin</u>
<u>Abundance</u>	<u>915 New York</u>	<u>Diana C. Jungling</u>
<u>Creative Designs</u>	<u>917 New York</u>	<u>Jess King</u>
<u>Le Spirit</u>	<u>919 New York</u>	<u>Pamela Egan</u>
<u>D&H Shupe Sign</u>		
<u>Curtis Gomez</u>		
<u>TAPPED, Inc.</u>	<u>907 New York Ave.</u>	<u>J. Van Winkle</u>
<u>MARGHERIT EYE ASSOCIATES</u>	<u>903/901 New York</u>	<u>Karen Nance</u>
<u>GEORGE ATENCIO</u>	<u>917 New York</u>	<u>George Atencio</u>
<u>ne Smokers Hut</u>	<u>926 New York Ave</u>	<u>Don Staler</u>
<u>mane Attraction</u>	<u>922 New York Ave</u>	<u>Janice Hertz</u>
<u>Claudia Laga</u>	<u>918 New York Ave</u>	<u>Claudia Laga</u>
<u>imc / mcl</u>	<u>910 New York</u>	<u>For Music</u>
<u>...</u>	<u>908 NY Ave</u>	<u>Jess King</u>
<u>Moni Caves</u>	<u>904 NY Ave</u>	<u>Moni Caves</u>
<u>Free for All</u>	<u>823 New York</u>	<u>Kelly C. Harris</u>
<u>...</u>	<u>819 New York</u>	
<u>...</u>	<u>901-903 New York</u>	

*** Properly signed.**



NO FEE

CITY PARADE

This permit is issued subject to all provisions of the codified ordinances of the City of Alamogordo by the Director of the Department of Public Works.

A permit for the conduct of a parade to be held on the streets of the City of Alamogordo.

This permit is issued for a parade to be held for the purpose of _____.

The parade originates at _____.

The parade route shall be as follows: _____.

The parade shall proceed at a minimum of _____ mph.

The maximum interval of space to be between _____.

SPECIAL EVENT

A permit for the conduct of a special event to be held on the streets of the City of Alamogordo.

This permit is issued for a special event to be held and terminating at _____.

Special event purpose and location: We will be setting up a street fair with food trucks

Please detail if your event will require the use of the streets of the City of Alamogordo. We will need to block off York Ave. starting at York Ave. starting at York Ave. starting at York Ave.

Pennie Espiritu
CONTACT PERSON
PHONE: 625-312-5065

SPECIAL CONDITIONS SET BY DEPARTMENT OF PUBLIC WORKS

COPIES TO: City Commission; City Manager

REQUEST FOR A PERMIT

12-2-14

TO WHOM IT MAY CONCERN:

We are hereby requesting approval for a _____.

900 Block York Ave.

on 12 Dec 2014

to 9:00 a.m. to 1:00 p.m. There are 25 persons _____.

contacted each. All agree to this closure.

It is understood that if someone insists on a closure, we will allow any emergency vehicles to pass.

By signing this request, I/we hereby acknowledge, and that all of the terms and conditions of this permit.

It is understood that I/we are responsible for the closure of the streets of the City of Alamogordo. I/we understand we will need to meet with the City of Alamogordo Street Department director.

Thank you for your consideration.

Sincerely,

Pennie Espiritu

Phone: 575-312-5065

APPROVED

[Signature]
City Manager

12/19/14
Date approved

CC: Dir. Dept. of Public Works

Dec 19th Art Walk

RECEIVED
DEC 08 2014
CITY CLERK

TO WHOM IT MAY CONCERN:

We, the undersigned business / resident owners, have no objection to the City of Alamogordo issuing a Special Permit allowing _____.

_____ (Name of person or business)

permission to hold a block party / street closure on our street.

Name	Address	Signature
1. <u>Pennie Espiritu</u>	<u>912 New York Ave</u>	<u>Pennie Espiritu</u>
2. <u>Classy Cats Thrift</u>	<u>928 NY Ave</u>	<u>Diana Dunigan</u>
3. <u>Smokers Hut</u>	<u>926 New York</u>	<u>[Signature]</u>
4. <u>Trail Boss Jerky</u>	<u>920 New York</u>	<u>[Signature]</u>
5. <u>Elite Memories</u>	<u>918 New York</u>	<u>Claudia Lopez</u>
6. <u>Tu-T Music</u>	<u>910 New York</u>	<u>[Signature]</u>
7. <u>Vintage Fite</u>	<u>906 New York Ave</u>	<u>[Signature]</u>
8. <u>Stella Vita</u>	<u>902 New York Ave</u>	<u>[Signature]</u>
9. <u>Meenady Eye Assoc</u>	<u>912 69th NY</u>	<u>[Signature]</u>
10. <u>Victoria</u>	<u>913 NY</u>	<u>[Signature]</u>
11. <u>Shane Mason</u>	<u>923 NY</u>	<u>[Signature]</u>

Now just 11 businesses are making decisions ???



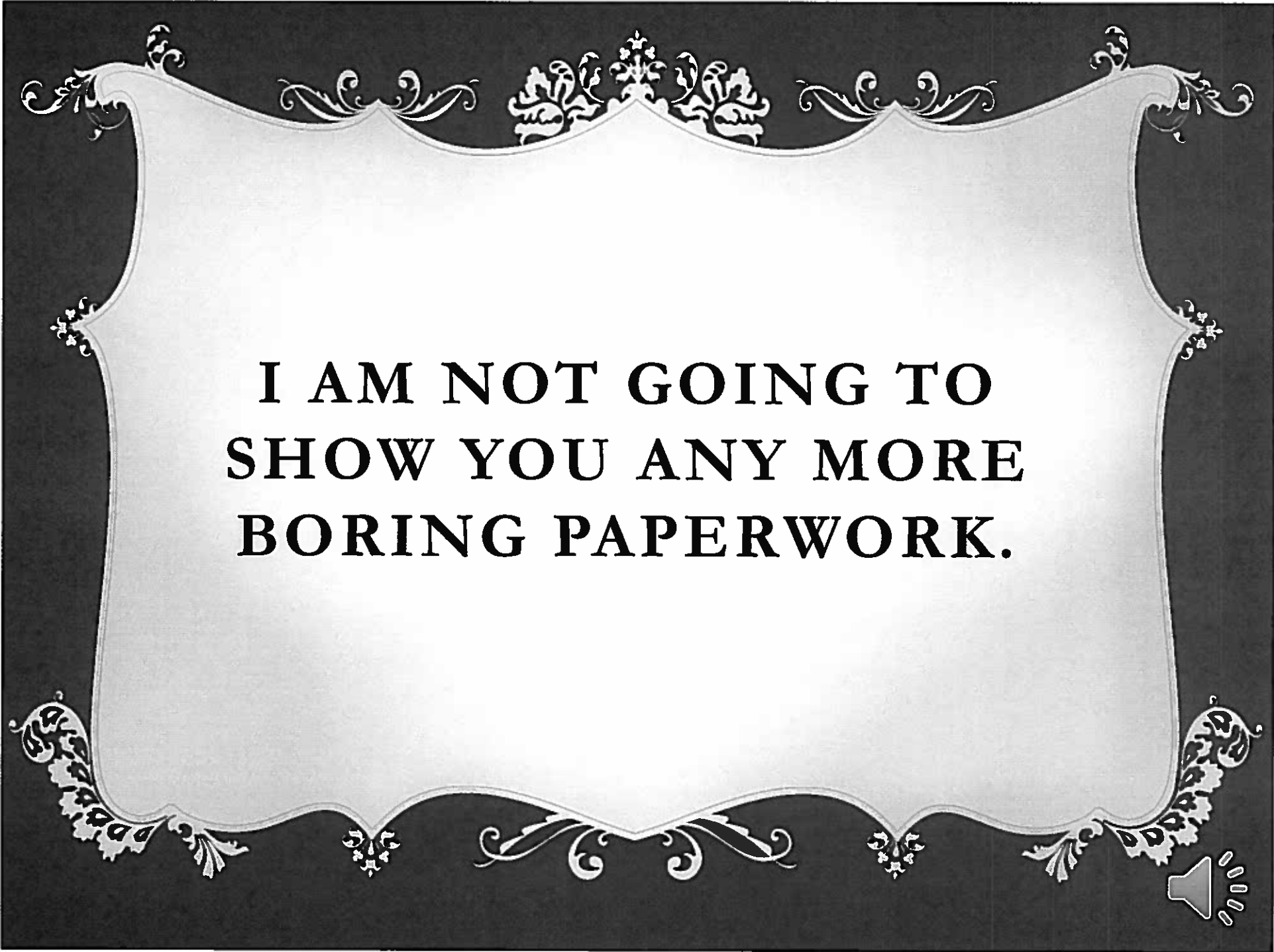
History of Street Closures 2015

1. 8 – Art Walks
2. 1 – Spring Fling
3. 1 – Cosplay
4. 1 Teen Club Film
5. 1 – Trick or Treat
6. 1- Christmas Parade
7. 1 – Old Fashioned Christmas

14 Total Events







**I AM NOT GOING TO
SHOW YOU ANY MORE
BORING PAPERWORK.**



**I just wanted to establish that
many procedures outlined in
City Ordinance no. 1458 (aka
29-01-090) are not being
followed.**



REPEATED ERRORS . . .

Section Two:(d)

(1) Eligibility: A Special Event Permit may be administratively issued if:

- ❖ II. **The event occurs only once in any twelve-month period;**
- ❖ IV. **All owners** of the property where the event is to be held sign the application;
- ❖ V. **The granting of the requested special event permit will not be detrimental to the surrounding properties** or in conflict with other codes.



AND MORE . . .

Section Two:(d) A Special Event Permit may be administratively issued if:

(3) Procedure:

❖ I. Within two (2) weeks of receiving the application

“Notice of the proposed special event permit shall also be mailed by first class mail to the owners, as shown by the records of the county treasurer, of land within the area for which the special event permit is requested and of land within two hundred (200) feet of the area for which the special event permit is requested” . . .

This has never happened in the 13 years I have managed CAPPED.



ANTICIPATED STREET CLOSURES FOR 2016

1. 12 – Art Walks
2. 1 – Spring Fling
3. 1 – Cosplay
4. 1 – Unanticipated
5. 1 – Trick or Treat
6. 1 - Christmas Parade
7. 1 – Old Fashioned Christmas

Based on 2015 Events

18 Total Events (1.5 per month)



A decorative border with intricate scrollwork and floral patterns in a light blue/white color, set against a dark blue background. The border frames the central text area.

**ADD FARMER'S MARKET
EVERY SATURDAY FROM
JUNE 4 THROUGH NOV. 5**

18 Base Events 2016

+ 22 Saturday Farmer's Markets

40 Street Closures/Year

(3.3 Street Closures per month)



**THEN THERE WAS MORE, ADD
FM'S EVERY WEDNESDAY FROM
JULY 6 THROUGH NOV. 5**

18 Base Events 2016

+ 22 Saturday Farmer's Markets

40 Street Closures

+ 18 Wednesday Farmer's Markets

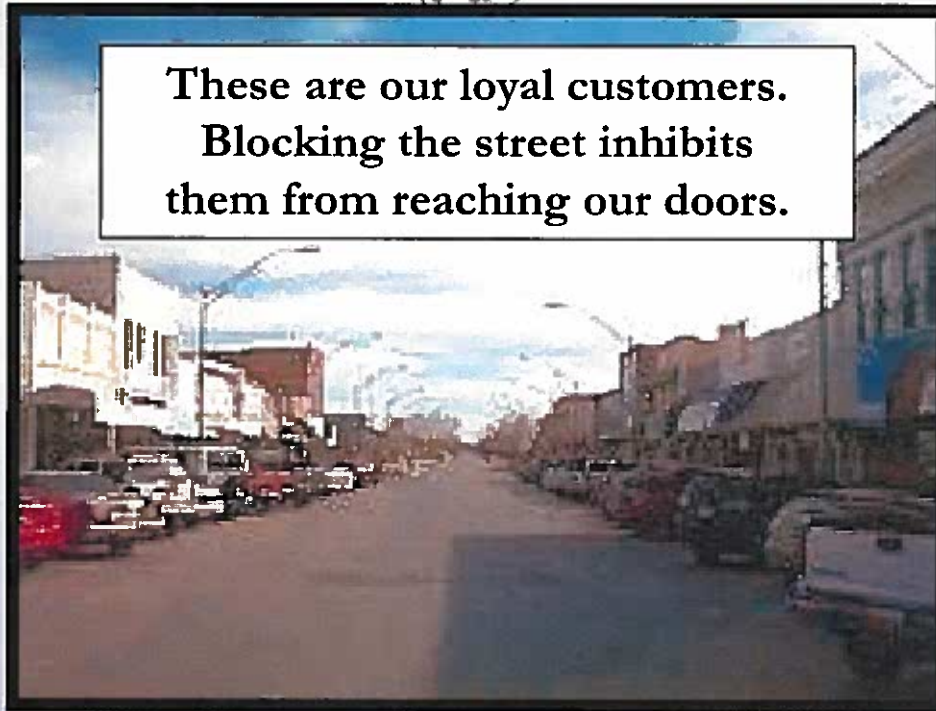
58 Street Closures / Year.

(4.83 Street Closures per month)



EXAMPLE DAILY PARKING 900 BLOCK NEW YORK AVE.

These are our loyal customers.
Blocking the street inhibits
them from reaching our doors.



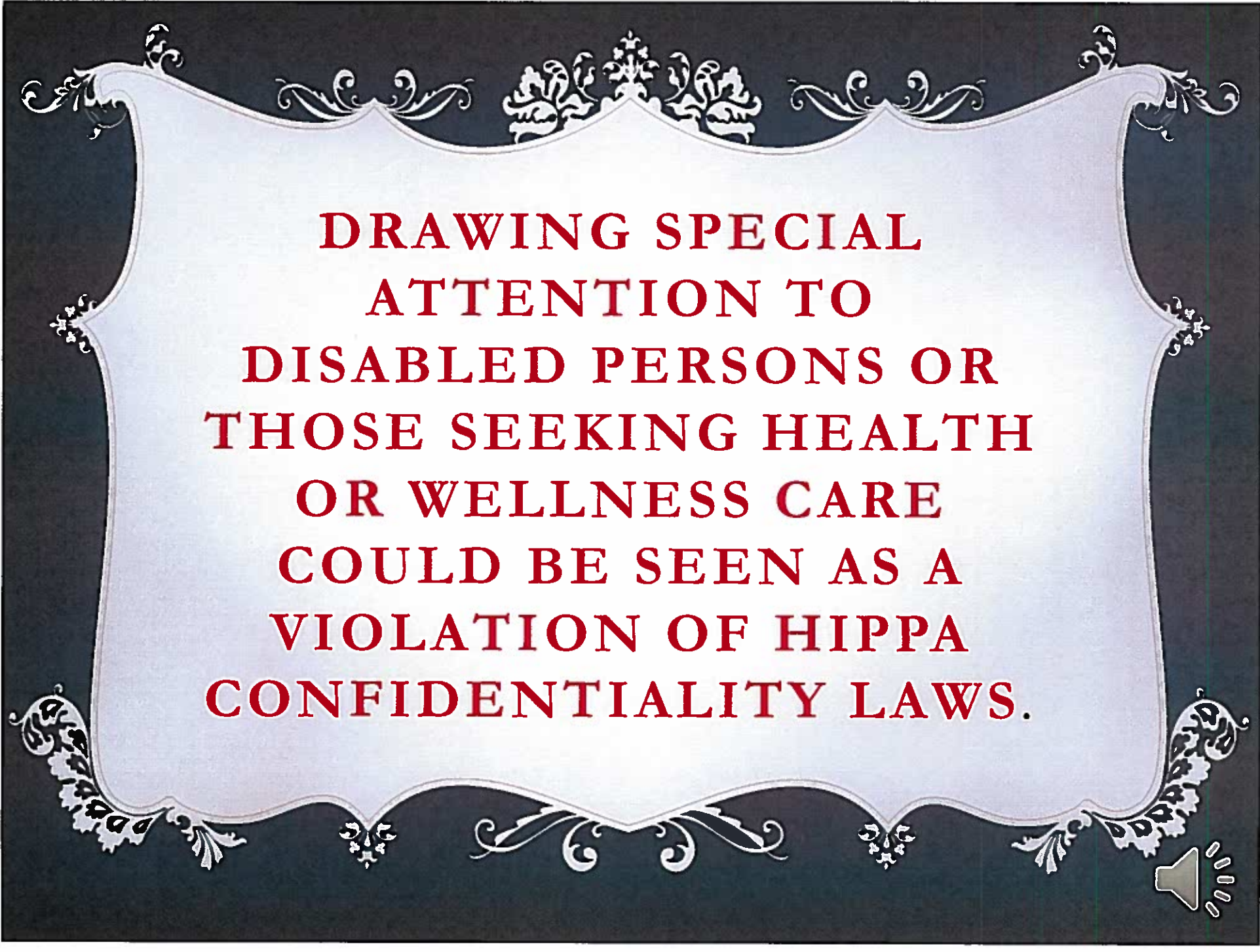
WHY IS THIS A PROBLEM?

Handicapped
access has been
impaired for



- Clients
- Employees &
- Volunteers





**DRAWING SPECIAL
ATTENTION TO
DISABLED PERSONS OR
THOSE SEEKING HEALTH
OR WELLNESS CARE
COULD BE SEEN AS A
VIOLATION OF HIPPA
CONFIDENTIALITY LAWS.**



MAIN STREET PROJECT

Merchants are concerned increasing street closures are designed to lead into the permanent closure of New York Ave. (as has happened with many Main Street Productions in other cities.)

“Should they be?”

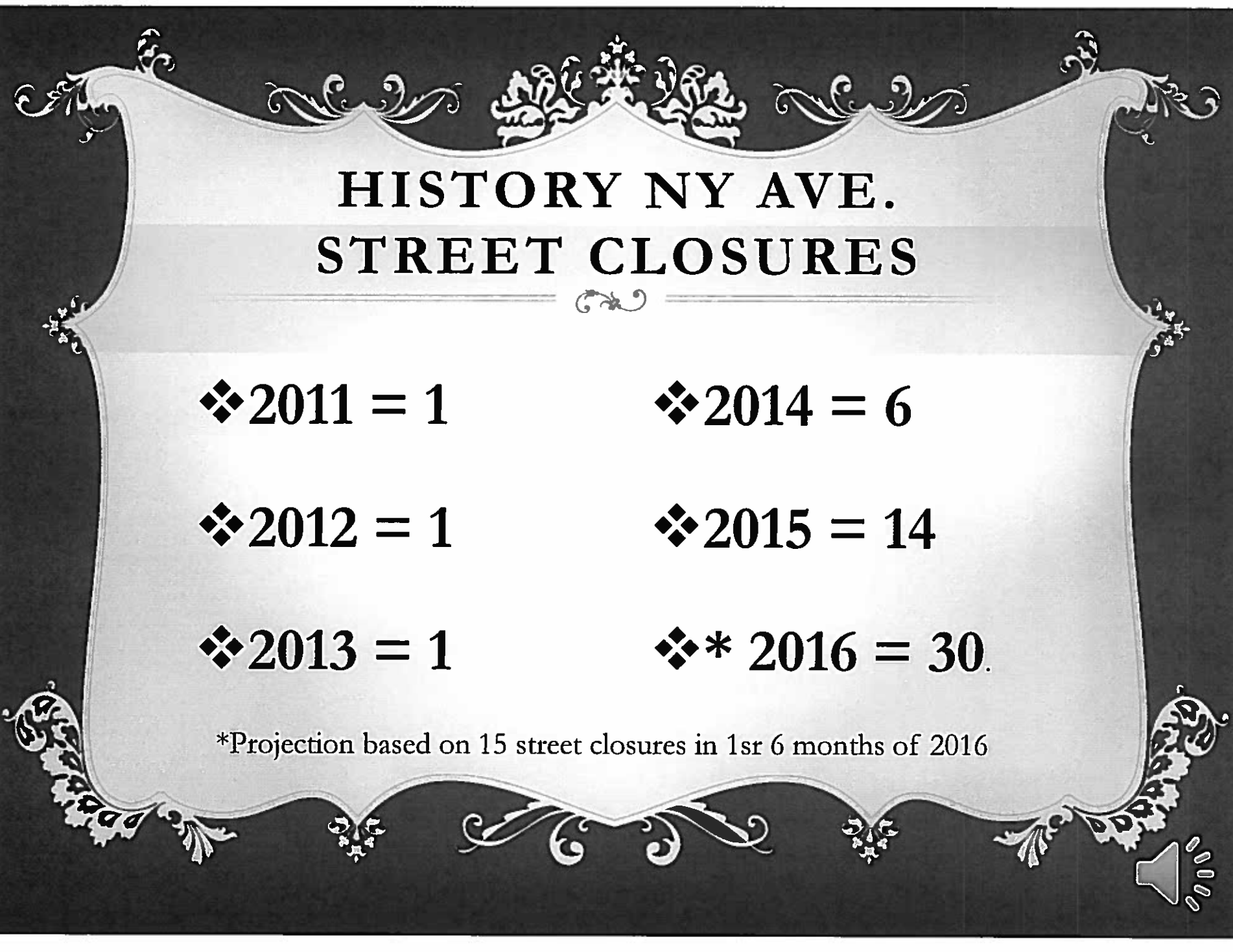


“LAS CRUCES’ WORST MISTAKE” FEB 16, 2007

City of Las Cruces received Urban Renewal Money to transform Main Street. Implemented 1968 finished 1974.

Net result: 38 of 160 businesses survived. Residents of Las Cruces lost their Historical Downtown Business District forever. Recently Main Street was reopened to traffic and is growing.





HISTORY NY AVE. STREET CLOSURES

❖ 2011 = 1

❖ 2014 = 6

❖ 2012 = 1

❖ 2015 = 14

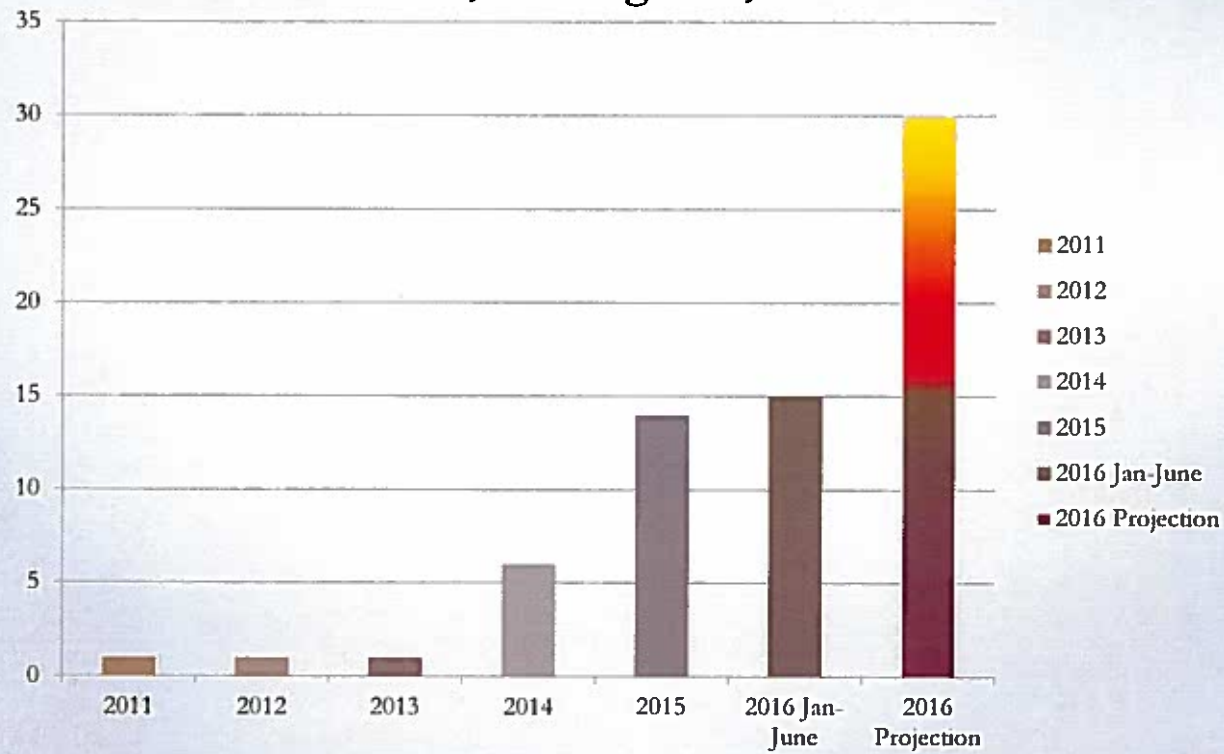
❖ 2013 = 1

❖ * 2016 = 30.

*Projection based on 15 street closures in 1st 6 months of 2016



Street Closure Events 900 Blk New York Ave., Alamogordo, NM



ART WALKS . . .

❖ Started out strong with lots of
Artists, Food Vendors & Customers

(But now the numbers are down across the board.)

❖ SUGGESTION:

MAKE ART WALKS SPECIAL AGAIN
BY MAKING THEM A
QUARTERLY EVENT!



MAJOR CONCERNS . . .

❖ Americans with Disabilities Act

- Denial of Access through road closures during regular business hours.

❖ Violation of HIPPA Privacy of Care.

❖ Permanent Closure of New York Ave.

❖ Proper application of ordinance by all involved once new ordinance is in place.

❖ Appropriate people are notified for approvals.

❖ Proper signatures are obtained and validated.



WHO VOTES PERMISSION?

What is Fair, Ethical & Consistent for All?

- ❖ Property Owners?
- ❖ Renters/Leaser-holders?
- ❖ Business Owner?
- ❖ What about multiple Businesses within a single address or building?
 - Does each Business have a vote? or
 - Is there only one vote per address?



LOSS OF CURRENT

- ❖ Customers
- ❖ Volunteers
- ❖ Staff

Due to road closure during regular business hours.



WHO'S RESPONSIBLE FOR COMMUNICATIONS?

Who, when and how are those affected
notified of the details when a street
closure permit is issued???

(Dates, Times, Etc.)

Property & Business Owners
Alamogordo Police Department
Citizens of Alamogordo



QUESTIONS / COMMENTS



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/1/2016

Report No: 3.

Submitted By: Nancy Jacobs

Subject: Presentation concerning the NM Aviation Aerospace Career Expo on October 6, 2016. (*Bill Shuert, President NMAAA*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Mr. Bill Shuert, President of the New Mexico Aviation Aerospace Association will discuss the possible partnership of the City of Alamogordo with the NM Aviation Aerospace Career Expo scheduled for October 6, 2016.



RECEIVED
AUG 10 2016
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 10 AUG 2016

Date of Meeting: Sept 13

Name: New Mexico Aviation Aerospace Association

Address: 3167 San Mateo Blvd #222

ALBUQ NM ZIP 87110

Phone Number: 505.414.5548

E-Mail Address: bill.shuert@sandia.aero

Item requested will be for: (Please check one)

- | | | |
|--|--------------------------------------|--|
| ☒ Information only | ☐ Action Item | ☐ Discussion/Action |
| ☐ Public Hearing | ☐ Report | ☐ Other: _____ |

Brief description of topic to be discussed:

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

We do not allow handouts at the meeting

Partnership with City Supporting the OCT 6th
NM Aviation Aerospace Career Expo



Bill Shuert
President

3167 San Mateo Blvd #222
Albuquerque, NM 87110
www.nmaaa.net

Phone: 505.289.0777
Cell: 505.414.5548
bill.shuert@sandia.aero

Signature: [Signature]

CMC, City Clerk
Alamogordo

88310

439-4396

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



New Mexico Aviation Aerospace Association

Bill Shuert

President

We are here tonight to request financial support from the City of Alamogordo/Promotion Board Special Event Funds for the New Mexico Aviation Aerospace Career Expo

The New Mexico Aviation Aerospace Association is a 501 (c) 6 Non-profit organization which was established in 2012.

Our mission:

- Promote, retain and attract aviation and aerospace companies to New Mexico.
- Foster relationships and work corroboratively with local and state leaders to establish sound policy which promotes growth, economic impact and sustainment of industry in New Mexico.
- Work with our educational partners to ensure a New Mexico workforce skilled in aviation and aerospace disciplines

Why the Aviation Aerospace Career Expo?

The NMAAA recognizes the potential New Mexico has to support and foster aviation/aerospace endeavors in the future.

We also are aware of lost opportunities which companies didn't come here due to a lack of educated/trained work force.

Future demands for pilots, maintenance and logistics personnel alone are estimated at 1.2 million personnel.

New Mexico has unlimited potential to fill not only these jobs but bring them and their companies here.

We need our next generation to be interested, informed and prepared through education!







The Expo

October 6th, 9 a.m. to 3 p.m. on Holloman AFB, Hangar 300 and the local ramp.

Attendees: we have invited 134 Mid and High schools from across the state.

Students will have hands on access 40 plus exhibits in the hangar and 34 plus aircraft on the ramp. Exhibit numbers are still growing!

Base personnel will host a \$5.00 lunch special

Holloman AFB is providing the hangar, ramp, escort personnel and several organizational displays (estimated cost 100+ K)

Support needed

The NMAAA set a target funds requirement of \$35,000, this is based on previous years participation and transportation estimates based on location and cost averaging from transportation companies.

Our fund raising has been in the form of soliciting donations through several different avenues.

- Exhibit/Booth donations \$500
- Sponsorship requests -- Industry partners, local business, Individual
- Poster advertising space \$250/\$750
- Go Fund Me campaign -- individual determined amount

- To date; we have commitments of \$16,750.00

- NMAAA is requesting the City of Alamogordo/Promotion Board Special Event Funds at the amount of \$15,000

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/1/2016

Report No: 4.

Submitted By: Nancy Jacobs

Subject: Approve the minutes for the August 23, 2016 Regular Meeting. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/1/2016

Report No: 5.

Submitted By: Nancy Jacobs

Subject: Approve the statements related to the Executive Sessions held on August 23, 2016 and August 29, 2016. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the following statements authorizing them to be included in the minutes of September 13, 2016: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on August 23, 2016, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: collective bargaining negotiations(AFSCME, APSOA & non-represented employees), limited personnel matters (City Manager candidates), and purchase, acquisition or disposal of real property(First& Florida project); and on August 29, 2016, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: limited personnel matters(City Manager applicants).

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/9/2016

Report No: 6.

Submitted By: Edward Balderrama

Subject: Consider, and act upon, award of RFQ No. 2016-05 Engineering Design Services for FY2017 Street Maintenance Program. (*Edward Balderrama, Project Manager*)

Fiscal Impact: n/a – Agreement to be negotiated

Amount Budgeted: \$300,000.00

Fund: 109-9003-430.62-35 \$300,000

Additional Fiscal Impact:

Recommendation: Award, award of RFQ No. 2016-05 Engineering Design Services for FY2017 Street Maintenance Program to OCCAM Engineers Inc. and approve negotiation of the professional design services agreement.

Background: The Project scope of work is to replace the existing water and sewer main and service lines, lateral connections to the existing systems, upgrading the fire hydrant locations, rehabilitation of existing and/or addition of new sewer manholes, site specific drainage improvements, removal and replacement of curb/gutter, sidewalks, driveway aprons, new accessible ADA corner ramps and asphalt milling and paving.

The Project scope of work shall affect at a minimum eleven (11) streets:

Aspen Drive Washington Avenue to Cul-De-Sac
Spruce Avenue 10th Street to Aspen Drive
McKinley Avenue 10th Street to Scenic Drive
Hendrix Avenue 10th Street to McKinley Avenue
Ridgecrest Drive McKinley Avenue to Scenic Drive
10th Street Scenic Drive to Paiute Trails
Sunshine Avenue Abbot Avenue to 10th Street
Sunbeam Avenue Abbot Avenue to 10th Street
Sundown Avenue Abbot Avenue to 10th Street
Texas Avenue 1st Street to 10th Street
Michigan Avenue 10th Street to 16th Street

Three (3) responsive proposals were received on August 26, 2016: Smith Engineering, Wilson & Company and OCCAM Engineers Inc.

As a result of the evaluation process, OCCAM Engineers Inc. was selected for award. RFQ 2016-05 and

both the successful and unsuccessful proposal are available in the City Clerk's office. The composite Score sheet is attached.

CITY OF ALAMOGORDO
COMPOSITE SCORE SHEET
Professional Engineering Services FY17 Street Maintenance Program
August 26, 2016
RFQ NO. 2016-05

Factor	Available Points per Vendor	5 Committee Members	OCCAM Engineers Inc	Smith Engineering	Wilson & Company
1	150	Specialized Design and Technical Competence	133	137	123
2	75	Capacity & Capability	88	88	80
3	75	Past Record of Performance	86	87	94
4	125	Approach to providing the Services	60	62	64
5	25	Proximity to or Familiarity with the Alamogordo Area	21	23	24
6	25	The amount of design work that will be produced by a New Mexico business with in this state	20	25	20
7	25	Current Value of Work with City of Alamogordo	25	0	10
8	5 %	Preference - Local State & Veterans	22	21	21
Total Available	500	Accumulated Score	455	443	436
Total Rank			1	2	3

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/9/2016

Report No: 7.

Submitted By: Jan Wafful

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

Fiscal Impact: \$9,922.65

Amount Budgeted: \$118,605.52

Fund: 016-0001-419.56-35

Additional Fiscal Impact:

Recommendation: Approve the recommended expenditures for Tourism & Advertising Promotions

Background: The following are a list of the expenditures in need of approval. The invoices are attached for your review.

Hayduk-King Advertising Media/TV Post Prod. Inv#HB-15-748POST \$9,922.65



INVOICE

Hayduk-King Advertising, Inc.
P.O. Box 4492 SANTA FE, NEW MEXICO 87502

Jan Wafful
City of Alamogordo
1376 E. Ninth Street
Alamogordo, New Mexico 88310

Number
Date
Job Number

HB-15-748POST
7/14/2016

Job Name/Title Alamogordo is New Mexico True TV Ad

Description	New Mexico True Campaign	AMOUNT
-------------	--------------------------	--------

Media Television Production Post Production		\$9,273.50
---	--	------------

Broadcast direction, posting and editing, music, editing and voice
Produced and Approved to New Mexico True guidelines

NMTD approval #2393

TOTAL

\$9,273.50

NM Gross Receipts Tax:

TOTAL

\$649.15

\$9,922.65

*pp #87242
by Jan Wafful
8/15/16*

Please Remit Payment to:
Hayduk King Advertising, Inc.
P.O. Box 4492
Santa Fe, NM 87502

CLIENT

ALAMOGORDO IS NEW MEXICO TRUE

:30 Television

SONG: "Feels Like Home"



SCENE 1: White Sands at sunrise.



SCENE 2: Wide scenic of horseback riders at White Sands.



SCENE 3: Mid to Closeup of horseback rider at White Sands (young lady, mid 30s)



SCENE 4: Hawk lands on the on the arm of Alamogordo Park Zoo hawk trainer.



SCENE 5: Hawk trainer and hawk at Alamogordo Zoo.



SCENE 6: Hiking at Oliver Lee State Park.



SCENE 7: Illuminated tent at twilight at Oliver Lee State Park. Hiker(s) take in the view.



SCENE 8: Satellite exhibit at New Mexico Museum of Space History.



SCENE 9: Kids dressed in NASA space suit costumes with Apollo 11 scene as their backdrop (NM Museum of Space History exhibit).



SCENE 10: Boy experiences the big screen at the IMAX Dome Theater. He eats a kernel of popcorn — eyes fixed on the screen.



SCENE 11: Audience cheers as *Alamogordo.com* fades up center screen. Followed by *Alamogordo is New Mexico True* in the lower right hand corner.

Song: "Feels Like Home" fades

VO: Let us take you to the MOON AND BACK. Alamogordo is New Mexico True.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/1/2016

Report No: 8.

Submitted By: Lauren Truitt

Subject: Consider, and act upon, final publication of Ordinance No. 1527 amending Section 11-05-070 of the City of Alamogordo Code of Ordinances regarding Concealing Identity. (*Lauren Truitt, Asst. City Attorney*) **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1527 for final publication. **(Roll Call Vote required)**

Background: Section 11-05-070 - Concealing Identity is being amended for the purposes of clarity. The proposed language closely reflects that of the corresponding state statute.

The City Commission approved for first publication on August 9, 2016. Staff recommends approval for final publication.

ORDINANCE NO. 1527
AN ORDINANCE AMENDING SECTION 11-05-070
THE CITY OF ALAMOGORDO CODE OF ORDINANCES
REGARDING CONCEALING IDENTITY

WHEREAS, the City Commission of the City of Alamogordo finds that for purposes of clarity, **Section 11-05-070. – Generally – Concealing identity** of the City of Alamogordo *Code of Ordinances* should be amended to reflect the language of the corresponding state statute, NMSA § 30-3-13.

BE IT ORDAINED by the City Commission of the City of Alamogordo New Mexico that Section 11-05-070 of Chapter Eleven of the *Code of Ordinances* be amended as follows:

11-05-070. – Generally – Concealing identity.

It shall be unlawful for any person to conceal his true name or identity or otherwise disguise himself with intent to obstruct the due execution of law or with intent to intimidate, hinder, or interrupt any public officer or any other person in a legal performance of his duty or the exercise of his rights under the laws of the United States or of this state.

State law reference – Similar provisions, N.M.S.A. §30-22-3.

DONE this _____ day of _____, 2016.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Nancy E. Jacobs, City Clerk

Canon Stevens, Interim City Attorney

First publication approval: 08/09/2016
First publication: 08/14/2016
Final publication approval: 09/13/2016
Final publication: 09/18/2016
Effective date: 09/23/2016

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/9/2016

Report No: 9.

Submitted By: Maggie Paluch

Subject: Consider, and act upon, approval of the FY2017 - FY2020 American Federation of State, County, and Municipal Employees (AFSCME) Local 3818 MOU, and the Alamogordo Public Safety Officers Association (APSOA) contract for FY2017 - FY2020. (*Katie Josselyn, Human Resources Director*) **(Roll Call Vote required)**

Fiscal Impact: \$266,958 - APSOA / \$206,849 - AFSCME

Amount Budgeted: \$0.00

Fund: All Funds

Additional Fiscal Impact: Budget revisions will be processed to accommodate the expense of these changes. The cost of most elements of the contract are estimates based on future tenure and participation in certification programs.

Recommendation: Approve the MOU and contract as presented. **(Roll Call Vote required)**

Background: The City and AFSCME have met and agreed upon an MOU for a four-year contract to be effective beginning the date both parties sign the agreement through Fiscal Year 2020.

The City and APSOA have met and agreed upon a contract agreement for a four-year agreement to be effective beginning the date both parties sign the contract through Fiscal Year 2020.

Both unions have included a provision to allow for an economic re-opener in April 2019, to consider financial elements of the contract only.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ALAMOGORDO, NEW MEXICO
AND
THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 3818**

1. The parties agree that **Section 36. Wages and Recreational Facilities Benefits**, is amended to read as follows:
Section 36. Wages, Longevity and Recreational Facilities Benefits.
 - A. **Across the Board Increase**
 - Fiscal Year 2016/2017 - Effective the first day of the full pay period immediately following the ratification of this agreement by both parties, all eligible members of the Association shall receive a four (4) percent increase in their current hourly base rate of pay.
 - Fiscal Year 2017/2018 - No increase.
 - Fiscal Year 2018/2019 - No increase.
 - Fiscal Year 2019/2020 – The Association may seek an Economic reopener in April 2019, should they desire to do so.
 - B. **Longevity Compensation.**
 - **Longevity Compensation.** Fiscal Year 2018/2019 and Fiscal Year 2019/2020 - Any eligible member who achieves 120 continuous months of service with the City shall receive an increase of \$0.25 in their then current hourly rate. The pay increase shall be effective the first day of the full pay period following their anniversary date.
2. The parties agree that **Section 6. Joint Labor-Management Committee**, is amended to read as follows:
Section 6. Joint Labor-Management Committee.

A Joint Labor-Management Committee ~~shall be established and~~ comprised of ~~two-three~~ Management Employees selected by Management, and ~~two-three~~ Union Employees, selected by the Union. ~~Committee members shall be appointed in advance and notice provided to each party. Substitute members may be appointed for vacancies and absences respectively by Management or the Union with advance notice to the other party. , shall have a mandatory meeting once per quarter at mutually agreeable times to~~ Committee meetings shall be mutually scheduled to discuss the problems any matters that might arise. The primary work or objective of the LMC will be to provide a mechanism for the fair, constructive and expedient approach to resolving matters in the workplace. Provided, however, employment decisions shall ultimately be the sole and complete responsibility of City management. It will not be the purpose of the Committee to discuss or adjudicate new or pending individual grievances. Persons participating in this process will experience no loss in pay for their attendance at such meetings. It is recognized that such meetings do not have to be scheduled during the employees' normal work hours.

3. The parties agree that **Section 41. Certification Pay**, is amended to read as follows:
Section 41. Certification Pay.
Upon documentation of successful completion of an authorized certification a \$.15 per hour increase in pay will be given to the employee. The Labor Management Committee (LMC) may review and provide recommendations with regard to certifications eligible for compensation.
4. **Section 47. Terms of and Entire Agreement**, is amended to read: The term of the proposed agreement shall commence upon its ratification on the date signed by both parties, and shall remain in full force and effect until June 30, 2020, or until a successor Agreement is ratified by both Parties, whichever is later. In the event that the City and the Association fail to secure a successor Agreement prior to June 30, 2020, the Agreement shall remain in full force and be effective during the period of negotiations, provided, however, no increases in compensation shall occur after June 30, 2020. The City will continue to provide the other agreed upon benefits, such as health insurance coverage, during the period of negotiations.
6. **Savings Clause.** Should any part of this Agreement or any provision contained herein be declared invalid by any tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties will immediately meet to negotiate a suitable provision to replace the provision held invalid.
7. **Appropriations.** Any Agreement provision by the Employer and the Association that requires the expenditure of funds shall be contingent upon the specific appropriation for wages and benefits by the Governing Body and the availability of funds.

Each party has had a reasonable opportunity to read this entire Agreement, to discuss its contents and meaning with a representative of their choosing, and that the terms of this Agreement are understood and voluntarily accepted.

CITY OF ALAMOGORDO

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES

Maggie Paluch, Acting City Manager

Richard Havlish, President Local 3818

Dated: _____

Dated: _____

Joel Villarreal, Council 18 Representative

Dated: _____

AFSCME - PROPOSED FUNDING ESTIMATES

August 9, 2016

1 One Time Payment of \$729			
Employees		\$729	
Benefits	129	94,041	
12%		11,285	
Total One Time Cost		105,326	(Based on 129 current employees)

One time payment only proposal for AFSCME for FY2017

Other information for reference

1 Base Salary Increase (increase + estimated benefits)				
Base Salary		1.5%	4%	5.50% Percentage Increase
Benefits	3,299,783	49,497	131,991	181,488
32.23%		15,953	42,541	58,494
Total Annual Cost		65,450	174,532	239,982 (Based on 129 current employees)

2 FY 2019/2020 Longevity Increase - \$0.25/hrly increase after 10 Years of Service				
Employees Eligible		Annual Hrs	0.25	32.23%
AFSCME	47	2080	24,440	7,877
Total Annual Cost			\$32,317	

Added to sheet 8.22.16

*Staff is proposing a 4% across the board increase to all AFSCME union members, as well as a longevity increase of \$0.25 per hour to all members whom have achieved 10 years of service. This increase shall occur in FY19 or FY20 depending on hire date.

*Staff is NOT proposing a one time payment.

*Cost estimates are approximate based on current staffing levels and tenure.

PREAMBLE

THIS AGREEMENT has been made and entered into between the CITY OF ALAMOGORDO (hereinafter referred to as the "Employer" or the "City") and the ALAMOGORDO PUBLIC SAFETY OFFICERS ASSOCIATION (hereinafter referred to as the "APSOA" or the "Association.")

The parties agree that their respective policies will not violate the rights of any employee covered by this Agreement because of race, age, sex, color, national origin, union, or non-association affiliation. Neither party will tolerate sexual harassment.

The overall purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest, and in the interest of all employees herein covered, and in the interest of the City to maintain harmony, cooperation, and understanding between the Employer and the Employees in the Unit, to protect the rights of the City Employees, to protect the rights of the Employer, and to protect the delivery of services to the citizens of the City of Alamogordo.

The City, the Association, and its members agree that every effort will be made to administer and abide by this Agreement in accordance with the true intent of its terms and provisions to the end of maintaining sound labor management relations.

SECTION 1. SCOPE OF AGREEMENT

A. This Agreement relates to the Employees of the City in the designated collective bargaining unit. The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by both parties as the result of negotiations of the parties as provided in the City of Alamogordo Labor-Management Relation Ordinance No. 789.

B. This Agreement is the only Agreement of the parties. Neither party has an obligation to open negotiations prior to 90 days before the expiration of this Agreement; however, by mutual agreement the parties may open negotiations at any time.

SECTION 2. RECOGNITION

The City recognizes the Association as the sole exclusive bargaining representative in all matters pertaining to wages, hours, working conditions, and other conditions of employment for the employees in the Unit described in this "Agreement". The City recognizes the Union as the exclusive bargaining agent for all regular, full-time, non-probationary Firefighters, Fire Lieutenants, and Police Officers through the rank of Sergeant.

SECTION 3. ASSOCIATION RIGHTS

- A. The Association shall represent the employees in negotiations and in grievances related to this contract.
- B. The Association shall be entitled to dues deduction upon presentation of dues deduction authorization cards signed by the individual employee.
- C. The Association shall be the exclusive bargaining representative during the term of this agreement in accordance with the City of Alamogordo Labor-Management Relation Ordinance No. 789.
- D. The Association President, or the President's designee, upon the approval of the Department Chief will be allowed reasonable time off with pay to assist in employee/management matters.
- E. The Association may distribute information prior to or immediately following the daily briefing. City shall provide space for a bulletin board for the posting of official Association notices and other information, except religious, partisan, derogatory, or discriminatory notices. The bulletin board will not be used to criticize the Association, any Association policies, any Association officials, Management, Management policies or any Management employees or the City.

SECTION 4. ASSOCIATION MEMBERSHIP DUES DEDUCTIONS

- A. Upon receipt of a voluntary authorization dues deduction card executed by an employee who is covered by this bargaining unit, the employee may have membership dues deducted by the City in accordance with the dues levied by the Association in accordance with its constitution and its by-laws. Employees may cancel their dues deduction authorization at any time subject to a fifteen- (15) working day written notice to the human resources office, which will then notify the Association.
- B. The City agrees to forward to the Association all dues withheld pursuant to valid authorization cards. Dues withheld will be forwarded to the Association each pay period.
- C. Should an issue arise as to the amount deducted, the City's only obligation is to present factual material as to the amount actually deducted. Any adjustment shall be handled strictly between the employee and the Association.
- D. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or any other forms of liability that shall arise out of or as a result of any conduct taken by the City for the purpose of complying with this section.

The City agrees to provide the Association a list of employees in the bargaining unit upon request. The list shall include the employee's name and position.

SECTION 5. INJURY LEAVE WITH PAY

For an on the job injury resulting in a disability lasting more than seven (7) calendar days, the employee becomes eligible for Worker's Compensation Indemnity or may elect to use accrued PTO leave for the seven (7) days prior to Worker's Compensation being paid by the provider. The

employee will then be compensated at a rate not to exceed the difference between Worker's Compensation indemnity received and the employees' base pay, less tax withholding, for a period not to exceed sixty (60) calendar days within one year from the date of the injury. In the event the temporary disability continues beyond this period, the employee then may use accrued PTO leave. If the injury is determined to be permanent, the employee shall be entitled to receive injury leave with pay until PERA disability payments begin, up to an additional sixty (60) calendar days. PTO leave is accrued during injury leave. Employees must at anytimeany time submit to certification by the City's designated physician that the employee's injury requires the employee be absent from work. As a condition of employment, the employee must cooperate with the City in any legal actions to recover damages, benefits, settlements, or in any court action.

- A. Any employee injured in an accident arising out of and in the course of his/her employment or who has acquired an occupational disease as defined by the State of New Mexico Statute shall receive prompt medical attention at the City's expense under the Workers' Compensation Program.
- B. The City Manager, or designee, is in charge of medical referrals and the investigation, processing, and settlement of claims resulting from injury to an employee. The injured employee shall report all on-the-job injuries within twenty-four (24) hours. The City Manager, or designee, will make a report to the State of New Mexico Labor and Industrial Safety Commission and conduct a full investigation if necessary.
- C. Following an injury that requires absence from work for more than three (3) calendar days, an employee must be cleared for return to work by the Human Resources Director, as the City may require a medical examination of the employee by a physician designated by the City. Questions of compensability and settlement of claims from Worker's Compensation shall be referred to the Worker's Compensation Insurers.
- D. The City agrees to continue paying the employer portion of medical benefits while employee is on injury leave with pay.
- E. In the event an employee on-the-job suffers an on-the-job injury, which by its nature cannot heal within sixty (60) calendar days after release from a hospital, or contracts a potentially disabling disease or illness that would temporarily disable the employee beyond the sixty (60) calendar days established in paragraph one, the injury leave with pay may continue for an additional ninety (90) calendar days. An employee that refuses to participate in a City provided Inoculation Program shall not be eligible for the additional injury leave with pay for a disabling disease for which said Inoculation would provide protection.
- F. The City agrees to provide light duty work only as the result of an on-the-job injury after a licensed physician's determination that the employee cannot return to his/her normal duties, and after that physician has defined the employee's limitations and abilities and declares the employee will be able to return to full duty after a specified period of time. Light duty shall be limited to two hundred ten (210) calendar days. Priority will be given to placing the employee within the Alamogordo Police Department or Alamogordo Fire Department, but may be any position within the City for which a vacancy exists. Such assignment will not result in the employee being paid at less than his/her current rate of pay.
- G. The City agrees to provide light duty work only as the result of an off-the-job injury after a licensed physician's determination that the employee cannot return to his/her normal duties,

and after that physician has defined the employee's limitations and abilities and declares the employee will be able to return to full duty after a specified period of time. Light duty shall be limited to sixty (60) calendar days in a COA fiscal year. Priority will be given to placing the employee within Alamogordo Police Department or Alamogordo Fire Department, but may be any position within the City for which a vacancy exists, without creating a new position for the injured employee. Such assignment will not result in the employee being paid at less than his/her current rate of pay.

Nothing in this section prevents the City Manager from extending the terms set forth herein based on medical information that indicates the extension will allow the employee to return to duty.

SECTION 6. LAYOFF AND RECALL

- A. When it is necessary to have a reduction in the City's work force, employees will be laid off in reverse order of seniority within classification. Seniority for the purposes of Layoff and Recall is defined as full-time regular continuous employment with the City (date of hire) applied to the classification held.
- B. Employees subject to layoff who have held a prior classification shall have the right to bump to that prior classification provided that the employee is still fully qualified to do the work and the employee has greater seniority in total City employment than the incumbent.
- C. The City shall notify the affected employee(s) and the Association by letter at least thirty (30) calendar days prior to any reduction in force. The Association will be afforded the opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives. Employees laid off due to reduction in work force will be called back to work by classification in their seniority order.
- D. Laid off employees have the responsibility of keeping the City informed as to their correct mailing address. The City will advise the employee to be recalled by certified or registered United States mail. A copy of such recall notice will be furnished to the President of the Association. An employee receiving notice of recall, will, within seven (7) working days, acknowledge receipt by certified or registered mail advising the Human Resources Director of the date he/she will be available for service, which available date must not be later than thirty (30) calendar days from the day the employee receives the recall notice. Employees failing to comply with this section forfeit their recall rights. It is understood that the City will have discharged its obligation of notification to laid off employees by having forwarded the recall notice as herein outlined. Employees shall retain seniority held at the time of layoff.
- E. Employees on layoff status will be terminated one (1) year from the effective date of layoff if they have not been recalled.

SECTION 7. LEGAL PROTECTION

- A. Should a public employee covered by this agreement be sued in a civil action for any allegations arising out of the course and scope of the officer's employment, the City will defend and indemnify the employee pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1 et. seq., NMSA, as amended.

- B. It is understood by the parties that it is against public policy to defend a ~~publie~~public employee in a criminal suit once the public employee is indicted for a criminal act.
- C. In the event a public employee covered by this agreement is sued in a civil action in which punitive damages are alleged, and the employee was not personally served with the summons and complaint, it shall be the duty of the City to notify the employee in writing through delivery of a copy of the complaint within 10 days of receipt of the suit by the City Attorney. This provision shall only apply to suits filed after the effective date of this agreement.
- D. Any public employee covered by this Agreement for whom the City provides a defense shall cooperate fully with the City for the duration of the litigation, including any and all appeals.
- E. For the purpose of this section and agreement, the phrase "course and scope of duty" means the lawful acts in which the public employee covered by this Agreement is requested, required, or authorized to perform by the City.

SECTION 8. LOST OR STOLEN PROPERTY

Officers who have lost, damaged or have had City property stolen in the line of duty, regardless of the costs, will not be required to reimburse the City, with the exception of behavior deemed by the Department Chief to be negligent or blameworthy carelessness. The City will reimburse a Member of the Association up to the replacement cost for health aids such as prescription eyeglasses or contact lenses, false teeth, hearing aids, prosthesis, or any required equipment as determined by the Department Chief, damaged in the line of duty as a result of a direct delivery of service. This language is not intended to allow for the replacement of old worn out health aids, uniform apparel or required equipment. The incident must not be determined to be due to the member's own negligence. All instances of lost, damaged, or stolen property will be reported to the member's supervisor on duty, in writing, at the time of occurrence or before the end of the shift. Failure to notify the supervisor will negate any claim for replacement. Where practicable, damaged property shall be presented to the Department for inspection, prior to replacement and shall be turned in for destruction at the time of replacement. All members of the bargaining unit shall be responsible for the safekeeping of all equipment provided by the Department. Any member who fails to safeguard any such equipment or who willfully destroys the equipment may be charged for replacement on a fair "wear and tear" basis.

SECTION 9. PERFORMANCE EVALUATIONS

- A. Any member may review a negative performance evaluation through the chain of command up to the Department Chief.
- B. The member may document his/her point of view on any evaluation. Such documentation will be in writing and will be made a part of his/her personnel file.
- C. Members shall be required to sign the performance evaluation but will be allowed to indicate that he/she does not concur with the performance evaluation.
- D. The Member's evaluation shall be completed as provided by sections 3-3-01 through 3-3-10 of Department's rules and regulations.

SECTION 10. LEAVE FOR CITY BUSINESS

Leave with pay may be authorized for a member of the Association to attend official meetings where the good of the City service is involved or to conduct the City's business at a location other than the member's normal work ~~station, station.~~

SECTION 11. BEREAVEMENT LEAVE

The City shall allow up to three (3) consecutively scheduled work days of bereavement leave for bargaining unit members who sustain a death in their immediate family for the purpose of attending the funeral. The amount of bereavement leave allowed up to the limits specified will be at the discretion of the Department Chief in each instance. The "immediate family" for the purpose of this provision is defined as: spouse, children, brother, sister, parent, grandchild, grandparent, step, half, and in-law relatives of the same, and any other person deemed as immediate family at the discretion of the Department Chief. Any member who must travel 500 miles or more one way will be allowed an additional scheduled work day of Bereavement Leave for a total of four consecutively scheduled work days during any one instance. Should a covered employee take other leave to be present with an immediate family member and the family member passes during this leave, the employee may then utilize the bereavement leave retroactively. For purposes of this section, intervening scheduled days off shall not be counted against the total bereavement leave allotment. By way of example, a patrol officer working the work shift of three days on, two days off and two days on who takes bereavement leave commencing with the second regularly scheduled work day of the three days on segment of the work shift would be allowed bereavement leave for the second and third regularly scheduled work days along with the first day of the next regularly scheduled two days on.

Employees may use additional PTO leave or leave without pay, at the option of the employee and with the Department Chief's approval. Documentation of death may be required.

SECTION 12. FAMILY LEAVE

Family leave will be administered in accordance with the Family Medical Leave Act and the City Personnel Manual.

SECTION 13. EMPLOYEE PERSONNEL FILE

- A.** A copy of any material pertaining to an employee's performance or to disciplinary actions to be placed in the employee's personnel file must be presented to the employee for signature and review.
- B.** All employees shall be allowed to review the contents of their personnel file, with the exception of medical files, during normal working hours (8:00 A.M. to 5:00 P.M.) Reasonable requests for copies of documents in the file shall be honored.
- C.** The personnel file kept by the Human Resources Office is the official employee file.
- D.** Departmental working files may be viewed upon request to the Department Chief.
- E.** Human Resources Department files are permanent records of an employee's performance with the City. Such files will not be purged, except as provided by law.

E.

SECTION 14. DISCIPLINARY ACTION

Disciplinary action will be implemented in accordance with the City Personnel Manual.

SECTION 15. HOURS OF WORK/WORK PERIOD

- A. Patrol Officers.** The normal work day for every patrol officer shall be twelve (12) hours and ten (10) minutes. Regular hours of work each day shall be consecutive. It is understood that the beginning time for each 12-hour, ten (10) minute shift may be adjusted at the discretion of the shift supervisor upon five days' notice unless exigent circumstances warrant shorter notice. Scheduling errors by management do not constitute exigent circumstances. The work period for every patrol officer shall consist of eighty and one-half (80.5) hours in a fourteen (14) consecutive day period. The work schedule for all police officers assigned to patrol duties shall consist of a seven (7) day work schedule during a fourteen (14) day period. During the fourteen (14) day period, each officer shall work two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, and three (3) days off. Police officers shall be divided among two different scheduling groups (Watch A and Watch B), each of which will maintain this same schedule but will start the repeating cycle on a different week. Each patrol officer will have an uninterrupted and non-compensated meal break of forty-five (45) minutes. Due to the City's timekeeping system of one quarter (1/4) hour increments, this will result in paid shift length of eleven and one half (11 ½) hours per scheduled shift.

The following table exemplifies the above described schedule:

Patrol

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Work	Work	Off	Off	Work	Work	Work
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Off	Off	Work	Work	Off	Off	Off

- B. Specialty Positions.** The Department Chief shall have the sole discretion to create and determine who shall be assigned to specialty and administrative positions. Only those specialty positions listed in Section 27 shall receive specialty pay. Work schedules for specialty positions as created and determined by management will consist of periods of work with fixed starting and ending dates or times whichever is applicable. The work period for all members of the bargaining unit assigned to specialty and administrative positions shall consist of eighty and one-half (80.5) hours in a fourteen (14) consecutive day period.
- C. Firefighters.** The work schedule for all Firefighters shall be determined by management. Work schedules will consist of periods of work with fixed starting and ending dates or times. The work period for all Firefighters shall consist of one hundred-six (106) hours in a fourteen (14) consecutive day period.

- D. Sergeants.** The work schedule for all members of the bargaining unit holding the rank of sergeant who have patrol supervisory responsibility shall consist of a seven (7) day work schedule during a fourteen (14) day period. During the fourteen (14) day period, each officer shall work two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, and three (3) days off. The work schedule for all other members of the bargaining unit holding the rank of sergeant shall be determined by management. Work schedules will consist of periods of work with fixed starting and ending dates or times whichever is applicable. The work period for all members of the bargaining unit holding the rank of sergeant shall consist of eighty and one-half (80.5) hours in a fourteen (14) consecutive day period.

SECTION 16. FIREFIGHTERS SLEEP TIME

- A. Firefighters assigned to 24 hour 10 minute-schedule will not be paid for sleep time.
- B. Normally scheduled sleep time will be 2200 hours until 0600 hours the following day for Firefighters and Fire Lieutenants who are scheduled to work more than 2104.5 hours per year.
- C. If sleep time is interrupted by a call to duty, the employee will be compensated for a minimum of one (1) hour straight time. A call to duty is defined as an incident that requires a written report.
- D. An employee will be allowed at least five (5) hours sleep during this sleep time. However, this time need not be continuous uninterrupted hours. Employees who do not receive five (5) hours of sleep time will be compensated for the entire sleep period at their normal hourly rate.

SECTION 17. STANDBY TIME

Employees who are required by their supervisor and scheduled to be "on standby", meaning accessible by telephone or pager, and to return to duty when called, shall be compensated at the rate of one (1) hour of their usual pay for every twenty four (24) hours on call. Duties actually worked in response to calls shall be compensated at regular time or overtime as applicable. When an employee is required to work overtime at hours not adjacent to the employee's normal work hours, a minimum of one-hour compensation will be paid.

SECTION 18. COURT TIME

Members, who are called in Off Duty for actual court matters, including DVD hearings or pretrial conferences, will receive a minimum of one (1) hour of overtime or compensatory time at one and one-half (1½) their regular rate. Members will continue to be paid or accrue compensatory time at a rate of one and one-half (½) times their regular rate for all time required in court, MVD hearings or pre-trial conferences beyond one (1) hour. Court time shall be considered time worked for regular compensation and overtime compensation purposes.

SECTION 19. OVERTIME

- A. "Time Worked" Defined:** The following provision constitutes the understanding of the parties with respect to defining time worked for the purpose of determining the number of hours required for overtime compensation eligibility. "Time worked" for all members of the bargaining unit except Firefighters shall include all hours actually spent performing the duties of the assigned job, rounded up or down to the next quarter hour, and court time, but explicitly excludes pto leave, holiday leave, compensatory time, disciplinary action, or workers' compensation. "Time worked" for Firefighters and Fire Lieutenants shall include all hours actually spent performing the duties of the assigned job, rounded to the next quarter hour, and explicitly excludes ~~pto~~PTO leave, holiday leave, compensatory time, disciplinary action, or workers' compensation.
- B. Police Officers.** Except as provided below, members of the bargaining unit who are assigned to and perform the duties of a police officer, including those members who hold the rank of sergeant, shall earn overtime at one and one-half (1½) their regular rate of pay when working more than 80.5 hours in a 14 consecutive day period.
- C. Specialty and Administrative Positions.** Members of the bargaining unit assigned to specialty and administrative positions, including those members who hold the rank of sergeant, shall earn overtime at one and one-half (1½) their regular rate of pay when working more than 80.5 in a 14 consecutive day period.
- D. Firefighters and Fire Lieutenant** Members of the bargaining unit who are assigned to and perform the duties of a Firefighter or Fire Lieutenant shall earn overtime at one and one-half (1½) their regular rate of pay when working more than 106 hours in a 14 consecutive day period.

SECTION 20. SAFETY PROGRAM

The City and the Association agree to use their best efforts to promote and provide a safe work environment. The City's Safety Committee will consist of equal union and management representation. In the event AFSCME does not provide representation, APSOA will be afforded the opportunity to provide equal representation. Safety equipment and devices deemed appropriate by the City will be furnished and maintained by the City and all employees represented by Association agree to properly use said devices and equipment.

SECTION 21. GRIEVANCE PROCEDURE

- A.**—Upon agreement by both the City and the Officer, the Officer's representative shall be allowed to address the grievance/appeal on the Officer's behalf.

A.

- B. As a condition of employment, employees are required to appear as witnesses in grievance hearings when requested by the aggrieved employee or by the City. Requests for appearance of witnesses will be made through the Human Resources Office. Any employee called as a witness during working hours shall be paid at his/her regular rate of pay. The employee shall be required to return to work when he/she is no longer needed as a witness.
- C. Employees called as witnesses during time off shall be paid in accordance with the Fair Labor Standards Act (FLSA) by the City for the time spent at the hearing.
- D. Grievances will be handled in accordance with the City Personnel Manual.

SECTION 22. INTERNAL AFFAIRS

To insure that investigations by the Internal Affairs Unit are conducted in a manner conducive to public confidence, good order, discipline, good management practices, and recognizing the individual rights of each member of the department, the investigation will be done in accordance to the New Mexico Peace Officer's Employer-Employee Relations Act, Sections 29-14-1 to 29-14-11 NMSA 1978, et seq., as amended for those members covered by the Act.

SECTION 23. PTO (PAID TIME OFF)

- A. A leave conversion to PTO Leave will be implemented within ninety (90) days of ratification of this agreement, with an initial target date of November 13, 2014. Bargaining unit employees will total up all current sick time, floating holiday, and vacation time and convert to a PTO (Paid Time Off) system. The provided chart will serve as the accrual rate. If the maximum hours balance is greater than the current allowed maximum hours, the current number will serve as their maximum carry over hours until the employee reaches the current maximum balance. If the employee drops below their higher maximum balance, that number will serve as their maximum balance until the balance is according to provided chart.

(PROVIDED COPY OF PTO CHART)

APSOA PTO ACCRUAL CHART EFFECTIVE FY 2015

YOS	8HR VAC	8HR SICK	8FH	TOTAL HRS	TOTAL DAYS	PP ACCRUAL	CARRY OVER MAX	CONV MAX	MIN BAL
0-5	80	80	8	168	21	6.46	480	80	240
6	88	80	8	176	22	6.77	480	80	240
7	96	80	8	184	23	7.08	480	80	240
8	104	80	8	192	24	7.38	480	80	240
9	112	80	8	200	25	7.69	480	80	240
10-15	120	80	8	208	26	8.00	480	80	240
16	128	80	8	216	27	8.31	480	80	240
17	136	80	8	224	28	8.62	480	80	240

18	144	80	8	232	29	8.92	480	80	240
19	152	80	8	240	30	9.23	480	80	240
20+	160	80	8	248	31	9.54	480	80	240

YOS	10HR VAC	10HR SICK	10FH	TOTAL HRS	TOTAL DAYS	PP ACCRUAL	CARRY OVER MAX	CONV MAX	MIN BAL
0-5	100	100	10	210	21	8.08	600	100	300
6	110	100	10	220	22	8.46	600	100	300
7	120	100	10	230	23	8.85	600	100	300
8	130	100	10	240	24	9.23	600	100	300
9	140	100	10	250	25	9.62	600	100	300
10-15	150	100	10	260	26	10.00	600	100	300
16	160	100	10	270	27	10.38	600	100	300
17	170	100	10	280	28	10.77	600	100	300
18	180	100	10	290	29	11.15	600	100	300
19	190	100	10	300	30	11.54	600	100	300
20+	200	100	10	310	31	11.92	600	100	300

YOS	11.5HR VAC	11.5HR SICK	11.5FH	TOTAL HRS	TOTAL DAYS	PP ACCRUAL	CARRY OVER MAX	CONV MAX	MIN BAL
0-5	115.0	115	11.5	241.5	21	9.29	690	115	350
6	126.5	115	11.5	253.0	22	9.73	690	115	350
7	138.0	115	11.5	264.5	23	10.17	690	115	350
8	149.5	115	11.5	276.0	24	10.62	690	115	350
9	161.0	115	11.5	287.5	25	11.06	690	115	350
10-15	172.5	115	11.5	299.0	26	11.50	690	115	350
16	184.0	115	11.5	310.5	27	11.94	690	115	350
17	195.5	115	11.5	322.0	28	12.38	690	115	350
18	207.0	115	11.5	333.5	29	12.83	690	115	350
19	218.5	115	11.5	345.0	30	13.27	690	115	350
20+	230.0	115	11.5	356.5	31	13.71	690	115	350

YOS	16.25HR VAC	16.25HR SICK	16.25FH	TOTAL HRS	TOTAL DAYS	PP ACCRUAL	CARRY OVER MAX	CONV MAX	MIN BAL
0-5	86.25	120	16.25	222.50	13.69	8.56	600	120	300
6	94.88	120	16.25	231.13	14.22	8.89	600	120	300
7	103.50	120	16.25	239.75	14.75	9.22	600	120	300
8	112.13	120	16.25	248.38	15.28	9.55	600	120	300
9	120.75	120	16.25	257.00	15.82	9.88	600	120	300
10-15	129.38	120	16.25	265.63	16.35	10.22	600	120	300
16	138.00	120	16.25	274.25	16.88	10.55	600	120	300
17	146.63	120	16.25	282.88	17.41	10.88	600	120	300
18	155.25	120	16.25	291.50	17.94	11.21	600	120	300
19	163.88	120	16.25	300.13	18.47	11.54	600	120	300

20+	172.50	120	16.25	308.75	19.00	11.88	600	120	300
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YOS	8 HR	10 HR	11.5 HR	16.25 HR
0-5	168	210	241.5	222.50
6	176	220	253.0	231.13
7	184	230	264.5	239.75
8	192	240	276.0	248.38
9	200	250	287.5	257.00
10-15	208	260	299.0	265.63
16	216	270	310.5	274.25
17	224	280	322.0	282.88
18	232	290	333.5	291.50
19	240	300	345.0	300.13
20+	248	310	356.5	308.75

PTO accrues from the first day of employment but may not be taken during the first six months of probation, unless approved by the Department Chief. Each accrual rate will start on the anniversary date of the year as reflected on the chart. For non-shift employees, when a legal holiday that would have been a regular work day for the employee occurs during ptoPTO, it shall not be charged as ptoPTO leave but as a holiday. Hours worked in addition to the regularly scheduled workweek will not entitle an employee to additional PTO benefits. Employees may only earn PTO hours up to the maximum per year listed in the above chart. Pay period accrual is based on a regular schedule of work hours.

- B. PTO requests shall be considered on a first-come first-served basis. If two or more employees submit a request for PTO at the same time for the same time period, approval will be granted on the basis of seniority by classification within the work unit and shift assignment, as staffing levels provide.
- C. Based on the employees current work assignment the maximum hours of accrued PTO according to above chart will be allowed to be carried forward to any new fiscal year. **Exception:** In special cases, an employee having previously scheduled PTO near the end of a fiscal year and is unable to take scheduled PTO because of circumstances beyond their control, the City Manager may permit PTO in excess of maximum to be carried forward into the new Fiscal Year. However, such excess must be taken during the first six-(6) months of the new fiscal year.
- D. Employees terminating either voluntarily or involuntarily are entitled to compensation for accrued PTO after (5) years of employment up to 240 hours except under the conditions outlined in Section E.
- E. Upon termination of employment for reasons not covered in Section D (death, retirement) an employee or their beneficiary will be paid for up to 280 hours accrued PTO. Payment for unused PTO shall be at the employee's regular rate of pay at the time of termination in these cases.

- F. Excess hours of PTO over the above 240 hours or 280 hours will be forfeited upon separation.
- G. Advanced pay may be obtained by an employee prior to leaving on ~~pte~~PTO, if at least two (2) ~~weeks notice~~weeks' notice is given to the Department Chief and approved by the City Manager.
- H. Employees, who donate PTO in accordance with the City Personnel Manual, will be charged hour for hour for donations with a minimum donation of eight (8) hours.
- I. **PTO Conversion.** Employees who have reached the accumulation levels listed above may exercise the available option. The option to convert PTO hours will only be available to employees (4) times during a fiscal year. Employees may convert a maximum according to the above chart during the fiscal year with a minimum of (8) hours per each occurrence. The following conversion formula will be used to convert accumulated PTO on a three (3) for two (2) cash payment exchange rate.

SECTION 24. HOLIDAY PAY

- A. The following days shall be observed as holidays for employees who work shift work:

New ~~Years~~Year's Day – January 1st
 Martin Luther King, Jr. Day – 3rd Monday in January
 President's Day – 3rd Monday in February
 Memorial Day – Last Monday in May
 Independence Day – July 4th
 Labor Day – 1st Monday in September
 Thanksgiving – 4th Thursday in November
 Day After Thanksgiving – (in lieu of Veterans' Day)
 Christmas – December 25th

For employees assigned to work business hours, such as Station Officer, Public Relations, Administrative, and Detective Sergeants, SROs, Detectives, and NEU Officers, the same holiday schedule used by other City employees will apply.

For employees assigned to work shifts (Days, Swings, Nights) such as Patrol Officers, Patrol Sergeants, and Fire service personnel, for purposes of determining holiday pay, the observed holiday as listed above will be deemed to start at 0700 hours on the day of the observed holiday and end twenty-four (24) hours later at 0700 hours.

The following apply to all employees regardless of the scheduled hours:

- B. When a holiday falls on a day that the employee is scheduled to work, the employee will receive the day off when the Department Chief determines this to be possible and the employee will be paid his or her regular hourly rate for the number of hours they were scheduled to work that day.
- C. Except for employees assigned to work shifts, when a holiday falls on a day that the employee

is scheduled to work and the Department Chief determines it is not possible for the employee to have the day off, the employee will be compensated for the entire time he or she works on the observed holiday at two and a half (2.5) times their regular rate of pay. For employees assigned to work shifts (Days, Swings, Nights) such as Patrol Officers, Patrol Sergeants, and Fire service personnel, holiday pay shall only be paid to an employee whose shift starts on or after 0700 hours on the day of the observed holiday and ends before 0700 hours on the following calendar day.

- D.** All employees not scheduled to work on the **actual** holiday, but who are called into work on the **actual** holiday, will be compensated at two and a half (2.5) times their rate of pay for all time worked, but for a minimum of one (1) hour on the actual holiday. For example, if Christmas Day is Sunday, December 25, the Detective Sergeant is usually off on Sunday and would receive holiday pay and the day off on Monday. If the Detective Sergeant is called out on Sunday, the actual Christmas holiday, they would receive two and a half (2.5) times their regular rate of pay for all time they work on the **actual** holiday.

D.

SECTION 25. BILINGUAL PAY

- A.** Only those languages recognized by the Department Chief, as adding to the increased productivity and efficiency of the Department will be considered for Bilingual Pay.
- B.** Human Resources will establish the standards for certification of bilingual proficiency. Only those showing proficiency and meeting the staffing needs established by the Department Chief will be given Bilingual Pay.
- C.** Employees receiving Bilingual Pay may be asked to test annually to assure continued proficiency.
- D.** Employees certified by the Department Chief as meeting all of the above criteria will receive \$.31 per hour during the time they are serving in that capacity. When they cease to serve in that capacity they will revert to their base pay level.

SECTION 26. EDUCATION INCENTIVE

Employees covered under the terms of this contract are not eligible for tuition assistance.

In lieu of this assistance, subject to the availability of funds, employees covered under the terms of this contract that possess a degree that is directly related to the employee's profession, skill, or craft and demonstrates a benefit to the City from an accredited university will receive a financial incentive in December of each year. The determination for applicability of the degree will be at the discretion of the Department Chief. Only one incentive will be paid per year based on the highest held degree that is applicable as determined by the Department Chief.

The incentives are as follows:

Associates Degree \$100/year

Bachelors Degree \$250/year

In order to receive the educational incentive, a copy of the certified, original transcript confirming the degree must be provided to the Department Chief prior to November 15th to qualify for the incentive. Proof of degree need only be provided upon initial implementation of the incentive for each employee.

SECTION 27. FINANCIAL PACKAGE

A. **Classification** – Steps are frozen as of July 1, 2014 and shall be referenced only for the purposes of Section 27. (A)(2).

1. **Police Officers.** - FROZEN - Effective the first day following ratification and approval of this agreement all Public Safety Officers shall be reclassified as Police Officers, and assigned to a classification based on their consecutive years of certified service with the Department as of July 1, 2014. Each current Police Officer will be given one (1) year of service credit for each consecutive year of certified service with the Department. Additional service credit will be given at the rate of one (1) year of service credit for each year of certified service to a maximum of three (3) years to any current Police Officer for certified full-time service with any other law enforcement agency located within the State of New Mexico which requires as a condition of employment police officer certification by the State of New Mexico. Fractional service credit for any such certified service shall be rounded down. The pay rate of the determined classification as of July 1, 2014 shall be effective the first full pay period following ratification and approval of this agreement.

Patrol Officer	Service Credit	Senior Patrolman	Service Credit
P-1	Less than 1 year	P-11	10 to 11 years
P-2	1 to 2 years	P-12	11 to 12 years
P-3	2 to 3 years	P-13	12 to 13 years
P-4	3 to 4 years	P-14	13 to 14 years
P-5	4 to 5 years	P-15	14 to 15 years
		P-16	15 to 16 years
		P-17	16 to 17 years
Advanced Patrol Ofc.	Service Credit	P-18	17 to 18 years
P-6	5 to 6 years	P-19	18 to 19 years
P-7	6 to 7 years	P-20	19 to 20 years
P-8	7 to 8 years	P-21	20 to 21 years
P-9	8 to 9 year	P-22	21 to 22 years
P-10	9 to 10 years	P-23	22 to 23 years
		P-24	23 to 24 years
		P-25	More than 24 years

2. **Probationary Police Officers and Firefighters** as of the effective date of this agreement and Future Hires. This Section shall apply to individual Police Officers and Firefighters who were still in probationary status as of the

effective date of this agreement, and those hired thereafter.

a. Upon obtaining certification, Aa Police Officer with no prior service credit shall be classified as P-1, and shall receive the Step 1 rate of pay upon receiving their certificate of completion for their New Mexico Police Officer Certification. The increase shall be effective the first day of the first pay period following the date of certification, or receipt of the official certificate to the City, whichever is later.

b. Police Officers hired after the ratification and approval of this Agreement who hold a current and valid certification as a police officer by the State of New Mexico and who were previously employed full-time as a certified police officer for more than one (1) year by a law enforcement agency located within the State of New Mexico, will be assigned a classification reflecting service equivalent to their actual years of certified service to a maximum of ~~three (3)~~ five (5) years. Service credit will be given to any future member who seeks certification by the State of New Mexico as an out-of-state certified officer at the rate of one (1) year of service credit for each year of actual certified law enforcement experience with an out-of-state law enforcement agency up to a maximum of five (5) years. The current pay for this level of service in the frozen step plan is Step 6 under Section 27.B. Financial Package, Wages/Salary. Fractional service credit for any such certified service shall be rounded down.

c. A Firefighter with no prior service credit shall be classified as F-1. Firefighters hired after the ratification and approval of this Agreement who hold a current and valid certification as a firefighter and who were previously employed full-time as a certified firefighter for more than one (1) year by a fire department will be assigned a classification reflecting service equivalent to their actual years of certified service to a maximum of five (5) years. The current pay for this level of service in the frozen step plan is Step 6 under Section 27.B. Financial Package, Wages/Salary. Fractional service credit for any such certified service shall be rounded down.

3. Sergeants. – FROZEN - Effective the first day following ratification and approval of this agreement all Police Officers holding the rank of sergeant shall be assigned to a classification as set forth below. Sergeants will be assigned to a classification based upon their consecutive years of service with the Department at the rank of sergeant, as of July 1, 2014. Each current sergeant will be given one (1) year of service credit for each consecutive year of actual service as a Sergeant with the Department. Police Officers promoted to the rank of sergeant after July 1, 2014 shall be classified as S-1. The pay rate of the determined classification as of July 1, 2014 shall be effective the first full pay period following ratification and approval of this agreement.

Classification	Service Credit		Classification	Service Credit
S-1	Less than 1 year		S-11	10 to 11 years
S-2	1 to 2 years		S-12	11 to 12 years

S-3	2 to 3 years		S-13	12 to 13 years
S-4	3 to 4 years		S-14	13 to 14 years
S-5	4 to 5 years		S-15	14 to 15 years
S-6	5 to 6 years		S-16	15 to 16 years
S-7	6 to 7 years		S-17	16 to 17 years
S-8	7 to 8 years		S-18	17 to 18 years
S-9	8 to 9 year		S-19	18 to 19 years
S-10	9 to 10 years		S-20	More than 19 years

4. Firefighters. – FROZEN - Effective the first day following ratification and approval of this agreement all Fire Equipment Operators shall be reclassified as Firefighters and assigned to a classification based upon their consecutive years of service with the Department, as of July 1, 2014. Said members will be given one (1) year of service credit for each consecutive year of actual service with the Department. Future hires shall be classified as F-1. The pay rate of the determined classification as of July 1, 2014 shall be effective the first full pay period following ratification and approval of the agreement.

Classification	Service Credit		Classification	Service Credit
F-1	Less than 1 year		F-14	13 to 14 years
F-2	1 to 2 years		F-15	14 to 15 years
F-3	2 to 3 years		F-16	15 to 16 years
F-4	3 to 4 years		F-17	16 to 17 years
F-5	4 to 5 years		F-18	17 to 18 years
F-6	5 to 6 years		F-19	18 to 19 years
F-7	6 to 7 years		F-20	19 to 20 years
F-8	7 to 8 years		F-21	20 to 21 years
F-9	8 to 9 year		F-22	21 to 22 years
F-10	9 to 10 years		F-23	22 to 23 years
F-11	10 to 11 years		F-24	23 to 24 years
F-12	11 to 12 years		F-25	More than 24 years
F-13	12 to 13 years			

5. Fire Lieutenants. – FROZEN - Effective the first day following ratification and approval of this agreement all Firefighters holding the rank of lieutenant will be assigned to a classification based upon their consecutive years of service with the Department at the rank of Fire Lieutenant, as of July 1, 2014. Each current Fire Lieutenant will be given one (1) year of service credit for each consecutive year of actual service as a Fire Lieutenant with the Department. Any Firefighter promoted to the rank of lieutenant after July 1, 2014 shall be classified as L-1. The pay rate of the determined class as of July 1, 2014 shall be effective the first full pay period following ratification and approval of this agreement.

Classification	Service Credit		Classification	Service Credit
L-1	Less than 1 year		L-14	13 to 14 years
L-2	1 to 2 years		L-15	14 to 15 years
L-3	2 to 3 years		F-16	15 to 16 years
L-4	3 to 4 years		F-17	16 to 17 years

L-5	4 to 5 years		F-18	17 to 18 years
L-6	5 to 6 years		F-19	18 to 19 years
L-7	6 to 7 years		F-20	19 to 20 years
L-8	7 to 8 years		F-21	20 to 21 years
L-9	8 to 9 year		F-22	21 to 22 years
L-10	9 to 10 years		F-23	22 to 23 years
L-11	10 to 11 years		F-24	23 to 24 years
L-12	11 to 12 years		F-25	More than 24 years
L-13	12 to 13 years			

B. Wages/Salary.

(i) Fiscal Year 2016/2017 - Effective the first day of the ~~first full~~ pay period ~~immediately~~ following ratification of this agreement, all non-probationary members of the Association will receive a 5.5 percent increase in their current hourly base rate of pay. the rate of pay specified for their assigned classification as determined on July 1, 2014, as follows.

(ii) Fiscal Year 2017/2018 – No increase.

(iii) Fiscal Year 2018/2019 – No increase.

(iv) Fiscal Year 2019/2020 – The Association may seek an Economic reopener in April 2019, should they desire to do so.

(v) Introductory (probationary) officers and firefighters – Police Officers and Firefighters currently employed by the City, or hired no later than October 31, 2016, who have not completed their introductory (probationary) period shall receive a four (4) percent increase after completing twelve (12) months of service as a regular, non-introductory status officer or firefighter. Unless an employee's introductory period is extended, this date should coincide with the employee's two (2) year anniversary date of hire. The pay increase shall become effective the first day of the pay period immediately following their completion of twelve (12) months of regular, non-probationary status.

(vi) Any current Officer promoted to Police Sergeant, or any current Firefighter promoted to Fire Lieutenant during the time period of this agreement, or whom is currently in a probationary status for such promotion, shall receive a 5.5 percent increase upon completion of their applicable probation for such promotion. The pay increase shall be effective the first day of the pay period immediately following the completion of their promotional probationary period.

B. Steps are frozen as of July 1, 2014 and shall be referenced only for the purposes of Section 27. (A)(2).

Police Officer Hourly Wage Steps

Step	1	2	3	4	5
	17.4000	17.6610	17.9259	18.1948	18.4677
Step	6	7	8	9	10
	18.7447	19.0259	19.3113	19.6010	19.8950
Step	11	12	13	14	15
	20.1934	20.4963	20.8038	21.1158	21.4325
Step	16	17	18	19	20

	21.7540	22.0803	22.4116	22.7477	23.0889
Step	21	22	23	24	25
	23.4352	23.7868	24.1436	24.5057	24.8733

Sergeant Hourly Wage Steps

Step	1	2	3	4	5
	23.1636	23.5111	23.8637	24.2217	24.5850
Step	6	7	8	9	10
	24.9538	25.3281	25.7080	26.0936	26.4850
Step	11	12	13	14	15
	26.8823	27.2855	27.6948	28.1102	28.5319
Step	16	17	18	19	20
	28.9599	29.3943	29.8352	30.2827	30.7370

Firefighter Wage Steps

Step	1	2	3	4	5
	11.0928	11.2592	11.4281	11.5995	11.7735
Step	6	7	8	9	10
	11.9501	12.1293	12.3113	12.4960	12.6834
Step	11	12	13	14	15
	12.8736	13.0668	13.2628	13.4617	13.6636
Step	16	17	18	19	20
	13.8686	14.0766	14.2878	14.5021	14.7196
Step	21	22	23	24	25
	14.9404	15.1645	15.3920	15.6228	15.8572

Fire Lieutenant Wage Steps

Step	1	2	3	4	5
	14.7500	14.9712	15.1958	15.4237	15.6551
Step	6	7	8	9	10
	15.8899	16.1283	16.3702	16.6158	16.8650
Step	11	12	13	14	15
	17.1180	17.3747	17.6354	17.8999	18.1684
Step	16	17	18	19	20
	18.4409	18.7175	18.9983	19.2833	19.5725
Step	21	22	23	24	25
	19.8661	20.1641	20.4667	20.7736	21.0852

C. Specialty Pay. Effective the first day of the first pay period following ratification and execution of this agreement by both parties, Police Officers assigned to the specialty positions of detective, detective sergeant, training officer, narcotics agent, narcotics sergeant, —field training officer (FTO), SWAT officer,

training sergeant, community relations officer, and school resource officer shall be advanced two steps during the period of such assignment. No police officer, regardless of rank and regardless of the number of specialty assignments, shall be advanced more than two steps. The additional compensation shall be paid only during the period of such assignment. Police Officers receiving the Specialty Pay will be returned to their regular rate of pay based on their classification when the reassignment as a specialist is ended.

D. Benefits

1. **Group Health Insurance.** The City has group medical insurance plans that are offered to City employees. The employee will be advised of the plans at the employee orientation. The City will pay 60% of the group medical premiums on the plans offered by the City. The employee who chooses to participate in these plans will pay the remaining 40% of the cost of the plans.

2. **PERA Contribution.** The City shall continue to make the increased contribution for Members of the Association covered by PERA Municipal Police Plan 5 and Municipal Fire Plan 5 as specified in Resolution No. 2000-23.

3. **Other Existing Practices and/or Benefits.** Existing practices and/or benefits provided by Ordinance or Resolution of the City Commission, or as provided in the City's Personnel Manual, and which are not in conflict with a specific provision of this Agreement shall continue to be provided in accordance with the terms of the Ordinance, Resolution, or Personnel Manual.

4. **Recreational Facilities Benefit.** All employees who are covered by this bargaining unit shall be permitted to use the City's recreational facilities and equipment, including the swimming pool, that are located at its Recreational Center at no cost to the Employee. Family members and guests will be required to pay the normal charges. Employees will be given a twenty percent (20%) discount on any recreational activity or other programs offered or sponsored by the City's Community Services Department. The discount applies only to the participation of the employee, the employee's spouse or the employee's minor dependent(s). Participation at the discounted rate will only be available in the event the program has available space. Employees shall be given the "junior golf green fee rate" at the City's golf course, the Desert Lakes Golf Course. Family members and guests will be required to pay the normal charges. Rental charges for golf carts and other charges or fees will be at the normal rate.

E. ~~E.~~ Longevity Bonus and Compensation.

1. Longevity Bonus. A longevity bonus of \$200.00 will be paid to all existing, non-probationary employees who are covered by this bargaining unit who were employed by the City prior to the ratification date of this contract. The bonus will be included in the first full payroll after ratification. ~~A longevity bonus of \$750 will be paid to all employees who are covered by this bargaining unit who were employed by the City as either a police officer (public safety officer), police sergeant, or firefighter (fire~~

equipment operator) prior to July 1, 2013. The bonus will be included in either the first or second payroll of September 2014.

2. Longevity Compensation. Fiscal Year 2018/2019 and Fiscal Year 2019/2020. Any Police Sergeant or Police Officer who achieves 120 continuous months of services as a Certified Officer with the City of Alamogordo shall receive an increase of \$0.25 in their then current hourly rate. Any Fire Lieutenant or Firefighter who achieves 84 continuous months of service shall receive an increase of \$0.25 in their then current hourly rate. The increase shall be effective the first day of the pay period following their anniversary date or certification date, whichever occurs later.

F. Incentive Payments. In an effort to attract certified police officers and to retain its experienced officers, the parties agree that those eligible public safety officers will be provided monetary incentives by the City as set forth herein:

1. Recruitment Incentive Payment. Any police officer hired after the ratification and approval of the Memorandum of Understanding dated August 17, 2012, who holds a current and valid certification as a police officer by the State of New Mexico and who was previously certified and ~~or~~ employed full-time as a certified police officer for at least one year by a law enforcement agency located within the State of New Mexico; upon initial employment with the City, subject to the conditions contained herein, shall be eligible for a Recruitment Incentive of three thousand six hundred dollars (\$3,600). To qualify for the Recruitment Incentive, the new hire must commit, in writing, to remain employed with the Alamogordo Police Department in the capacity of a Police Officer for a period of thirty-six (36) months. No individual shall be eligible to receive the incentive if the individual was previously employed as a Police Officer with the City of Alamogordo

unless at least 365 days have lapsed from the last date of employment with the City, as measured on the date on which the individual submits an application for employment to the City. The incentive will be paid as soon as possible, but not later than thirty (30) calendar days after the eligible new hire successfully and fully completes his/her new employee orientation; is cleared for employment and completes and signs the above referenced written commitment. Should the employee's City employment as a Police Officer end during this commitment period, he/she will owe the City a pro rata share of the payment for the remaining portion of this commitment period. Such repayment amount will be calculated by dividing the total amount of the payment by the entire commitment period (expressed in months). The repayment amount will be this result multiplied by the remaining full months of the service agreement.

G. Uniform/Equipment Allowance.

1. All non-probationary members of the Association shall receive an allowance of \$150.00 (less applicable federal and state income taxes) annually for the reimbursement of the purchase of duty equipment. The annual allowance will be paid to eligible employees on the first full pay period following ratification of this agreement, and on the second full pay period in July annually thereafter.
2. Police Officers and Police Sergeants assigned to the Detective Division of the

Police Department shall receive an allowance of \$200 (less applicable federal and state income taxes) upon their initial assignment to Detective, and an allowance of \$150 (less applicable federal and state income taxes) annually for the reimbursement of the purchase of plain-clothes in lieu of issued uniforms. All such clothing shall be subject to approval by the Police Chief. The Department shall continue to issue plain-clothes officers one uniform annually.

3. The \$200 allowance to Detectives shall be provided only to those Officers initially assigned to Detective after the ratification of this agreement.
4. No member shall receive more than \$150 annually for this allowance, with the exception of the one-time, \$200 initial allowance to Detectives.

H. Duty Gear. The City shall provide each Police Officer hired after the ratification of this agreement the following duty gear:

1. One trouser belt;
2. One duty rig (belt) and Accumold;
3. Two pairs of handcuffs;
4. Two handcuff cases;
5. One 4-pack duty rig keeper; and
6. One double duty rig keeper.

The City will provide any officer who requests replacement of their existing duty gear with one complete set of the above described items during the term of the agreement. The officer may request one or more of the items at any particular time during the term of the agreement, but the City will not provide more than one particular item or one complete set to the officer. The Police Chief shall retain the sole and complete authority and discretion to determine whether requested duty gear requires replacement.

The City will further provide each new officer hired with a hand gun, a holster and two magazine clips. Any existing officer may request issuance of a City provided hand gun.

All equipment or gear directly paid for out of City funds shall remain the property of the City and shall be properly cared for by the individual to whom it is issued, and shall revert to the department upon the employee's separation from service, or upon replacement of the item.

I. EMT Licensure Certification Pay.

1. Firefighters and Fire Lieutenants shall be eligible for EMT Certification based on a voluntary participation basis. Should the employee desire to participate, the employee is required to perform these services as needed, as well as maintain such certification or license as required. The City of Alamogordo will reimburse the Firefighter or Fire Lieutenant for training and tuition required to obtain EMT licensure, provided the employee successfully passes the course and receives licensure. Courses and scheduling will be scheduled and approved through the Fire Chief or the Chief's designee.
2. An eligible employee obtaining a New Mexico or National Registry Basic EMT licensure shall receive certification pay of two (2) percent of their current hourly

base rate beginning with the first day of the first full pay period following certification, or receipt of the official certificate to the City, whichever is later..

3. An eligible employee obtaining a New Mexico or National Registry Intermediate EMT licensure shall receive certification pay of five (5) percent of their current hourly base rate beginning with the first day of the first full pay period following certification, or receipt of the official certificate to the City, whichever is later. .

SECTION 28. PHYSICAL FITNESS PAY

All employees covered by the agreement will be eligible for a physical fitness incentive based on base pay. The amount of the hourly incentive will be as specified in the charts outlined below. However, the maximum incentive amount is 4% of hourly base pay. The hourly incentive will become effective the first pay period after July 1, ~~2014, 2016,~~ or the first full pay period after the physical fitness test is passed if the member passes the test after the beginning of the fiscal year. This incentive expires on the last pay period of the fiscal year. The physical fitness testing is voluntary and the incentive will not be given to employees who do not satisfactorily complete the agreed upon standards.

The City will conduct a minimum of one physical fitness test during the first quarter of each calendar year. Nothing herein prevents additional make up tests being done at the discretion of the Department Chief at any time during the year for any covered employees.

Any member of the Association who loses their physical fitness incentive pay as a result of a work-related injury shall be permitted to test within thirty (30) days of receiving the appropriate release from their attending physician. Provided the member satisfactorily completes the required standards, the member shall begin receiving the incentive the first full pay period after successfully passing the test. Exceptions as to the time limit may be allowed upon mutual agreement between the Association and the Department Chief.

Prior to testing, each member of the bargaining unit wishing to participate must provide a medical release authorizing participation in the physical fitness test. This medical release will be at the expense of the member and the medical release must have been acquired within the previous twelve (12) months from the test date. If a member experiences an event since they last received a medical release that could affect their ability to safely perform the test, a new medical release will be required.

~~The method for testing and each evolution will be agreed upon in writing between Department Chief and APSOA President prior to testing.~~

~~The physical fitness test will include sit-ups, push-ups, a 1.5 mile run, and a 300 meter run for Police Officers and Firefighters.~~ The physical fitness test is on a two-tiered, pass-or-fail system and minimum standards are as follows:

The method for testing and each evolution will be agreed upon in writing between Department Chief and APSOA President prior to testing. The Physical Fitness testing standards will no longer include age and gender factors. Other requirement standards for this incentive are still under negotiation with the Association. The Police Physical Fitness test will be developed by mutual agreement of the Police Chief and Association. See addendum for an example of the proposed elements.

The Physical Fitness testing standards for Firefighters and Fire Lieutenants shall be equivalent to the current Modified CPAT, subject to future changes as standards or needs require. The Modified CPAT must be completed successfully in seven (7) minutes to be eligible for a Tier 1 rate of two (2) percent Physical Fitness Pay incentive, and in six (6) minutes for a Tier 2 rate of four (4) percent Physical Fitness Pay incentive.

Compensation for Physical Fitness shall be as follows:

Tier 1: Two (2) percent increase of current hourly base rate.

Tier 2: Four (4) percent increase of current hourly base rate.

TIER 1:

~~In order to receive an incentive based on 2% of the hourly base pay amount, participants must pass the following standards:~~

Push-ups in 1 minute

Age	Male	Female
18-29	26	20
30-39	20	15
40-49	15	10
50-59	10	9
60+	8	3

Sit-ups in 1 minute

Age	Male	Female
<20	38	29
20-29	35	30
30-39	32	22
40-49	27	17
50-59	21	12
60+	17	4

1.5 Mile Run

Age	Male	Female
18-29	13:35	16:23
30-39	14:15	17:13
40-49	15:00	18:53
50-59	16:43	20:44
60+	19:06	23:01

300 Meter Run

Age	Male	Female
18-29	62.1	75.0
30-39	63.0	82.0
40-49	77.0	106.7
50-59	87.0	106.7
60+	87.0	106.7

TIER 2:

~~In order to receive an incentive based on 4% of the hourly base pay amount, participants must pass the following standards:~~

Push-ups in 1 minute

Age	Male	Female
18-29	29	23
30-39	24	19

Sit-ups in 1 minute

Age	Male	Female
<20	41	32
20-29	38	32

40-49	18	13
50-59	13	12
60+	10	5

30-39	35	25
40-49	29	20
50-59	24	14
60+	19	6

1.5 Mile Run

Age	Male	Female
18-29	12:56	15:32
30-39	13:20	16:23
40-49	14:17	17:38
50-59	15:41	19:37
60+	17:46	21:22

300 Meter Run

Age	Male	Female
18-29	59.0	71.0
30-39	58.9	79.0
40-49	72.0	94.0
50-59	83.2	94.0
60+	83.2	94.0

SECTION 29. STANDING LABOR/MANAGEMENT COMMITTEE ("THE LMC")

The parties agree to establish a labor/management committee (the "LMC"). Each party shall have three standing members on the LMC. Standing members for the City will be the City Attorney, the HR Director and the Assistant City Manager. In the event of a vacancy in any of the positions, the City Manager shall appoint an interim member. The standing members for the union shall be the President of the Association, one firefighter designated by the Association's executive committee, and one additional existing employee/member of the Association as designated by the executive committee. Fire Chief and Police Chief will be ex officio members of the standing committee. The Association may designate two ex officio members.

The LMC shall develop by-laws, and other necessary policies and procedures to govern its activities. The by-laws shall be approved by the City and the Association. The primary work or objective of the LMC will be to provide a mechanism for the fair, constructive and expedient approach to resolving problems in the workplace. Provided, however, employment decisions shall ultimately be the sole and complete responsibility of City management.

SECTION 3029. SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by any tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties will immediately meet to negotiate a suitable provision to replace the provision held invalid.

SECTION 310. TERM OF AND ENTIRE AGREEMENT

- A. It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements. The matters within this agreement may be only amended during the term of the agreement by mutual written agreement in the form of a Memorandum of Understanding (MOU).
- B. The term of this Agreement shall commence upon its ratification and shall remain in full force and effect until June 30, ~~2015-2020~~ or until a successor Agreement is ratified by both Parties, whichever is later. In the event that the City and the Association fail to secure a successor Agreement prior to the expiration date of this Agreement, this Agreement shall remain in full force and be effective during the period of negotiation. Provided, however, no step increases under Section 27 in compensation shall take place during FY2015 or after June 30, 2015 at 11:59 p.m in compensation shall occur after June 30, 2020. The City will continue to provide the agreed upon duty gear, boot allowance and other benefits, such as health insurance coverage, during the period of negotiation.
- C. The Association may seek an Economic reopener in the event of an unforeseen economic issue or concern on or about ~~January 1, 2015~~ April 1, 2019.
- D. The City or Association may seek a reopener to review EMT licensure, physical fitness, and/or job duties any time during the period of this Agreement.
- ~~G.~~
D.E. Any Agreement provision by the Employer and the Association that requires the expenditure of funds shall be contingent upon the specific appropriation for wages and benefits by the Governing Body and the availability of funds.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this _____ day of _____, 2016.

CITY OF ALAMOGORDO
NEW MEXICO

ALAMOGORDO PUBLIC SAFETY
OFFICERS ASSOCIATION

Maggie Paluch, Acting City Manager

Eliza Fernandez, President, APSOA

David Griffith, NMCPSO

ATTEST:

APPROVED AS TO FORM:

Nancy E. Jacobs, City Clerk

Canon Stevens, Contract City Attorney

Physical Fitness Assessment Incentive Proposal – Chief Daron Syling, 08.2016

The goal of the physical fitness assessment incentive program is encourage officers of the Alamogordo Police Department to maintain a physical fitness standard. The maintaining of this standard is to enhance the safety, wellness and ability of our officers in the performance of their duties.

We believe the testing should be relevant to actual duties performed by law enforcement officers based on their physical ability to perform task in an ability course style environment testing that ability. The actual ability stations in the course will be agreed upon by the Association President and the Police Chief. The course will have no less than 6 stations, and no more than 10.

Once the agreed upon ability stations are established, the association will be requested to provide test subjects to complete the course to establish a par time for the 2% and 4% incentive brackets. The Department will also provide 2 non-represented personnel to complete the course. The par times that are established will be non-gender, non- age specific and will be developed by averaging times from test subjects from different genders and age categories. The Department and Association will each have a representative present for timing of all initial testing subjects and will average and develop par times together.

The initial proposed course would consist of the following criteria.

Officers will be required to wear the training uniform and will be required to wear duty footwear, police sam browne with duty equipment, and ballistic vest. Officers will be seated in a marked police unit with the seatbelt engaged, door closed to begin the test.

1. Officers will exit the patrol vehicle and perform 5 pushups. (upper body strength)
2. Officers will be required to run to the top of the bleachers, run the length of the bleachers and back down the opposite end of the bleachers. (leg strength / cardiovascular endurance)
3. Officers will run 25 yards to a 6 foot wall and negotiate the wall successfully. (cardiovascular endurance / upper and lower body strength)
4. Officers will run 25 yards to the baton station and perform 10 baton strikes on a strike dummy. (cardiovascular endurance / upper body strength)
5. Officers will run 25 yards to handcuffing station; perform a simulated handcuffing maneuver, holding cuff simulator for 10 seconds in the cuffed position. (cardiovascular endurance/ upper body strength)
6. Officers will run 25 yards to knee strike station; perform 10 knee strikes (5 with each leg) on a strike pad. (cardiovascular endurance / lower body strength)
7. Officers will run 25 yards to weapon simulation station; draw a Glock simunition pistol from duty gear. Weapon will be fired (6x) through an 8" ring at a simulated target. Officers will need to maintain control of the

simulated weapon, not allowing the weapon to touch the 8" ring.
(cardiovascular endurance/ upper body strength)

In the even the Association and the Police Chief can not agree to standards of proposed ability course, the assessment shall default to the current standards agreed upon between the Association and Police Chief.

APSOA - PROPOSED FUNDING ESTIMATES

August 9, 2016

1 Base Salary Increase (increase + estimated benefits)

	Base Salary	1.5%	4%	5.50%	Percentage Increase
Base Salary	2,596,055	38,941	103,842	142,783	
Benefits		15,308	40,820	56,128	
39.31%					
Total Annual Cost		\$54,248	\$144,663	\$198,911	(Based on 70 budgeted positions)

2 One Time Payment of \$200

Employees		\$200	(7 New Hires-No Bonus)
Benefits	63	12,600	
7.64%		963	
Total One Time Cost		\$13,563	

3 FY 2019/2020 Longevity Increase - \$0.25/hrly increase (Police 10 YOS/Fire 7 YOS)

	Employees Eligible	Annual Hrs	0.25	39.31%
Police	22	2093	11,512	4,525
Fire	12	2535	7,605	2,990
	34		19,117	7,515
Total Annual Cost			\$26,631	

4 Boot and Clothing Allowance (\$150 annual to All; and one time \$200 to Detectives)

	Employees	\$150	\$200	(One time \$200 only upon initial assignment - do not expect 6 payments each year)
Police/Fire	64	\$9,600		
Detectives	6	\$900	\$1,200	
Subtotal	70	\$10,500	\$1,200	
Benefits 7.64%		\$802	\$92	
		\$11,302	\$1,292	
Total Annual Cost		\$12,594		

5 Physical Fitness Pay

No change in physical fitness incentive; however, cost is based on participation.
Changes in Fire test to CPAT test may encourage more participation from Fire Division staff.

6 EMT Certification

Available to Fire Division staff only. Anticipate only Basic certifications for at least the next year.

Basic Certification = 2%

Intermediate Certification = 4%

	Employees	Base Salary	2%
Fire	18	547658	10,953
Benefits	39.31%		4,306
Total Annual Cost-100% Participation			\$15,259

*Staff is proposing a 5.5% across the board increase to all non-probationary APSOA union members, as well as the other incentives on this document. Probationary members will receive a 4% increase upon successful completion of their probationary period.

*Cost estimates are approximate based on current staffing levels and tenure.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/9/2016

Report No: 10.

Submitted By: Maggie Paluch

Subject: Consider, and act upon, approval of an across the board pay increase for Non-Represented staff members. (*Katie Josselyn, Human Resources Director*) **(Roll Call Vote required)**

Fiscal Impact: \$250,479 - 4% / \$33,150 - Longevity increase of \$0.25/hour
Amount Budgeted: \$0.00
Fund: All funds

Additional Fiscal Impact: Budget revision will be processed to accommodate the expense of this proposal.

Recommendation: Staff recommends approval. (Roll Call Vote required)

Background: Staff is proposing an across the board pay increase for all current Non-Represented employees, equal to the increase proposed for the AFSCME union which is 4% of base salary. Additionally, Non-Represented staff will not receive an across the board increase during FY2018 or FY2019, as also provided for in the AFSCME and APSOA union contracts.

Both union contracts provide for a \$0.25 hourly rate increase for any staff member with ten (10) years of continuous service with the City in FY2019 or FY2020. Staff is also recommending this same provision for Non-Represented employees.

**PROPOSED INCENTIVES FOR NON-REPRESENTED STAFF – FY2017
AUGUST 2016**

1. Wages/Salary.

- Fiscal Year 2016/2017 - Effective the first day of the pay period immediately following the Commission approval, all at-will and non-represented City employees shall receive a four (4) percent increase in their current hourly base rate of pay.
- Fiscal Year 2017/2018 - No increase.
- Fiscal Year 2018/2019 - No increase.

2. Longevity compensation.

Longevity Compensation. Fiscal Year 2018/2019 and Fiscal Year 2019/2020 - Any at-will or non-represented employee who achieves 120 continuous months of service with the City shall receive an increase of \$0.25 in their then current hourly rate. The increase shall be effective the first day of the pay period following their anniversary date.

Non-Represented Funding Information - FY2017

August 9, 2016

Information for reference

~~| | | | |
|------------------------------------|-----|---------------|----------------------------------|
| 1 One Time Payment of \$729 | | | |
| Employees | | \$729 | |
| Benefits | 140 | 90,636 | |
| 8.65% | | 7,840 | |
| Total One Time Cost | | 98,476 | (Based on 140 current employees) |~~

Regular Part-Time employees would receive a pro-rated payment based on annual hours.
 For instance, a 20 hour per week employee would receive \$364.50.
 (Total Cost to add full payment to part-time staff would be \$110,888 (Diff \$12,412))

2 Base Salary Increase (increase + estimated benefits)					
	Base Salary	1.5%	4%	5.50%	Percentage Increase
Benefits	5,009,582	75,144	200,383	275,527	
25.00%		18,786	50,096	68,882	
Total Annual Cost		93,930	250,479	344,409	
(Based on 140 current employees)					

3 FY 2019/2020 Longevity Increase - \$0.25/hrly increase after 10 Years of Service				
	Employees Eligible	Annual Hrs	0.25	25.00%
NR,AT,MC	51	2080	26,520	6,630
Total Annual Cost			\$33,150	

Added to sheet 8.22.16

*Staff is proposing a 4% across the board increase to all AFSCME union members, as well as a longevity increase of \$0.25 per hour to all members whom have achieved 10 years of service. This increase shall occur in FY19 or FY20 depending on hire date.

*Staff is NOT proposing a one time payment.

*Cost estimates are approximate based on current staffing levels and tenure.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/9/2016

Report No: 11.

Submitted By: Maggie Paluch

Subject: Consider, and act upon, approval of a City Manager employee contract for Robert Stockwell.
(Katie Josselyn, Human Resources Director) **(Roll Call Vote required)**

Fiscal Impact: \$125,000 Annual Salary plus benefits
Amount Budgeted: \$193,760.00
Fund: 011-1301413

Additional Fiscal Impact:

Recommendation:

Background: This is the proposed City Manager contract for Robert Stockwell.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of September 2016, between the CITY OF ALAMOGORDO, a municipal corporation, "City", and Robert A. Stockwell, "City Manager", both of whom understand as follows:

City desires to employ the services of Robert A. Stockwell as City Manager of the City of Alamogordo, New Mexico, as provided in Section 2.03-055 through Section 2.03-120, *Code of Ordinances of the City of Alamogordo, New Mexico*; Article XI, Charter for the City of Alamogordo, New Mexico, and, Article 14, Chapter 3 NMSA 1978, as amended, and;

It is the desire of the City:

1. To provide certain benefits, establish certain conditions of employment, and set working conditions for the City Manager; and,
2. Secure and retain the services of the City Manager and to provide inducement to remain in such employment; and,
3. Make positive full work productivity by assuring the City Manager's morale and peace of mind with respect to future security; and,
4. Act as deterrent against malfeasance or dishonesty for personal gain on the part of the City Manager; and,
5. Provide a means for terminating the City Manager's service at such time as he may be unable fully to discharge his duties due to disability or when City may otherwise desire to terminate his employment; and,

Robert A. Stockwell desires to accept employment as City Manager of the City.

Now therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties: City agrees to employ Robert A. Stockwell as City Manager of the City, to perform the customary functions and duties of a city manager, as provided by the Alamogordo City Charter, the Code of Ordinances of the City of Alamogordo, the Alamogordo Personnel Manual; and, to perform other legally permissible and proper duties and functions as delegated by the City Commission. The City Manager shall devote full attention and effort to the office and perform the mentioned duties and functions in a professional manner.

Section 2. Status and Term.

- (a) The City Manager shall serve for a term of three (3) years, at the pleasure of the City Commission and shall be considered an at-will employee of the City. The term of this agreement shall be effective October 3, 2016.
- (b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the employment of the City Manager at any time, subject only to the provisions set forth in Section 4, paragraph (a), (b), (c) of this Agreement.
- (c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City Manager to resign at anytime from City employment, subject only to the provisions set forth in Section 4, paragraph (d), of the Agreement.
- (d) City Manager agrees to remain in the exclusive employ of the City for a period of three (3) years, and shall neither accept other employment nor become employed by any other employer without the prior written approval of the City Commission until notice of resignation is given.

The term “employed” (and derivations of that term as used in the preceding paragraph) shall include employment by another legal entity or self employment; however, it shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on City Manager’s time off, and with the advance approval of the City Commission.

Section 3. Administrative Leave. City Commission may place the City Manager on Administrative Leave with full pay and benefits at any time during the term of this Agreement.

Section 4. Termination and Severance Pay. Robert Stockwell shall serve at the pleasure of the City Commission, and the City Commission may terminate Robert Stockwell’s employment at any time, for any reason or for no reason. For the purpose of the agreement, termination shall occur when:

- (1) The majority of the governing body votes to terminate City Manager at a duly authorized public meeting.
- (2) If the City, citizens or legislature acts to amend any provisions of the Alamogordo City Charter, Code or enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the City Manager position that substantially changes the form of government, Robert Stockwell shall have the right to declare that such amendments constitute termination.
- (3) If Robert Stockwell resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the governing

Employment Agreement – City Manager

body that Stockwell resign, then Stockwell may declare a termination as of the date of the suggestion.

- (4) Breach of contract is declared by either party with a 30 day cure period for either Robert Stockwell or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 14.

(a) Except as provided in subsection (b), in the event the City Commission terminates the employment of the City Manager, and during such time the City Manager is willing and able to perform the assigned duties under this Agreement, then, the City shall pay to City Manager a severance payment. The severance payment shall be based on years of service with the City based on a new hire date of October 3, 2016, and determined as follows: three (3) month's salary for zero to one year of service, four (4) month's salary for one to two years of service, six (6) month's salary for two or more years of service, with six (6) month's salary being the maximum number of months of severance payable. Severance shall be paid at Robert Stockwell's rate of pay on the day prior to the date of termination. In addition, if City Manager was enrolled in the City's group insurance benefit(s) on the day prior to termination, for the lesser of sixty (60) calendar days after the date of termination or the time City Manager secures such insurance through attainment of comparable employment, the City shall maintain and pay for such group insurance benefits in such amounts and on such terms as have been received by City Manager and City Manager's dependents at the time of such termination; however, no other or additional benefits shall accrue during this sixty (60) calendar day period. Such payment shall fully and finally release the City from any and all further obligations to City Manager under this Agreement. Any severance shall be paid in a lump sum within ten (10) calendar days of termination unless otherwise agreed to by the City and City Manager.

(b) (1) Notwithstanding subsection (a) above, the following reasons shall constitute grounds to terminate the employment of City Manager without severance pay:

- (i) A willful breach of this agreement or the willful and repeated neglect by City Manager to perform required duties.
- (ii) Conviction of any criminal act relating to employment with the City;
- (iii) Conduct relating to City employment, which while not necessarily criminal in nature, violates the City's established work rules or standards of conduct in some substantial manner;
- (iv) Conviction of a felony.

(c) In the event City Manager voluntarily resigns from City employment, City Manager shall give City Commission written notice at least sixty (60) days prior to the last work day, unless City Commission and City Manager otherwise agree. Unless there is agreement to the contrary, if City Manager fails to provide such notice to the City Commission, any right to accrued benefits for Paid Time Off (PTO) pay shall

terminate. If Robert Stockwell voluntarily resigns, the City is not obligated to pay severance under this Section 4.

(d) It is understood that after notice of termination in any form, City Manager and City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement.

Section 5. Disability. If City Manager is totally disabled or otherwise unable to perform his duties because of a serious health condition, City Manager shall be eligible for leave under the Family and Medical Leave Act. This leave will be unpaid unless there is sufficient leave balances in City Manager's leave bank or the leave is covered under the Workers' Compensation Act. If City Manager is unable to obtain a release to return to work from a qualified physician at the conclusion of FMLA covered leave, City shall have the option to terminate the employment of the City Manager. In the case that City Manager is terminated based solely on disability as herein described, the City will pay severance pay and benefits as outlined in Section 4.

Section 6. Performance Evaluation. City shall review the performance of City Manager at least once annually with the first review being in March 2017, with the exact date to be determined by the City Commission. A performance matrix with specific objectives will be developed mutually between the City Commission and City Manager within the first six (6) months of this agreement. Subsequent annual reviews shall occur during the same time each year thereafter. All performance reviews and evaluations shall be completed no later than the annual budget hearing, and shall be in accordance with criteria and format developed jointly by the City and Robert Stockwell. The City Commission shall provide City Manager a reasonable and adequate opportunity to discuss with the Commission and/or respond to City Manager's evaluation.

Section 7. Salary. City agrees to pay Robert Stockwell an annual base salary of \$125,000, payable in installments at the same time that the other management employees of the City are paid. Annually, prior to July 1, the Governing Body may, in its discretion, grant City Manager such increases in salary as the Governing Body considers appropriate, if any, including possible cost of living adjustments.

Section 8. Other Benefits.

(a) All applicable provisions of the "Alamogordo Personnel Manual" as they may be amended from time to time, shall apply to the City Manager as they would to other employees of the City, except as the terms and conditions of this Agreement may preclude them or modify them. In recognition of the many hours worked beyond the normal work week, the City Manager shall be credited ten (10) days of executive leave to be taken by City Manager in each fiscal year. This leave will be prorated for the first fiscal year based on the effective date of this contract. Executive leave may not be carried over, nor may it be converted to cash upon termination. The City will pay 100% of the cost of health, dental,

Employment Agreement – City Manager

and basic life coverage under the City's group insurance policy for Employee and eligible family. City Manager will be eligible to participate at his own expense, in the City's Deferred Compensation Plan and/or any other benefit offered to other City employees. As an employee of an affiliated public employer, the City Manager is required to become a member of the New Mexico Public Employees Retirement Association. Alternatively, City agrees to make a contribution to a private retirement program on behalf of City Manager equal to the current employer paid PERA contribution, provided City Manager has on file a written application for exemption from membership with the Public Employees Retirement Association established under the Public Employees Retirement Act.

(b) The City shall provide the City Manager a monthly vehicle allowance of \$350, to be paid through City payroll once per month. City Manager shall remain eligible for travel per diem and mileage reimbursement for any city related travel per the City's Travel Policy; however, eligibility under this policy shall be limited to city related travel outside the Otero County area. Such payment will be subject to applicable withholding taxes.

(c) City shall reimburse Robert Stockwell for IRS approved moving and relocation expenses upon presentation of paid receipts; or, City may pay directly for the expenses of packing and moving City Manager, his family, and his personal property to Alamogordo, New Mexico. Said payment or reimbursement shall not exceed the aggregate sum of \$10,000 (ten thousand dollars). Should Robert Stockwell voluntarily separate from his employment with the City prior to the expiration of 24 months of the agreement commencement date, Robert Stockwell will reimburse the City for the moving and relocation expenses with the amount of reimbursement on a pro rata basis based on the time Stockwell is employed with the City. For each month that Robert Stockwell is employed with the City, a credit equal to 1/24th of the amount paid to /or for Robert Stockwell will be applied against the amount of reimbursement due to the City.

Section 9. Professional Development.

- (a) Subject to appropriation of the necessary funds by the City Commission, the City Manager shall receive paid leave, plus registration, travel and reasonable expenses for short courses, conferences and seminars that are necessary for personal development and, in the judgment of City Commission, for the good of the City, and subject to budget limitations and to established travel policies and procedures.
- (b) City agrees to pay for professional dues and subscriptions of Robert Stockwell, necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for City Manager's continued professional participation, growth and advancement, and for the good of the City as the City Commission deems appropriate.

- (c) City acknowledges the value of having City Manager participate and be directly involved in local civic clubs or organizations. Accordingly, City shall pay for the reasonable membership fees and/or dues to enable City Manager to become an active member in local civic clubs or organizations as the City Commission deems appropriate.

Section 10. Financial Disclosure. The City Manager shall report to City Commission any ownership interest in real property within the County of Otero, excluding personal residence. The City Manager shall further report to City Commission any financial interest in a business doing work for the City or being considered for doing work for the City, selling or providing goods or services to the City, or being considered for the sale or provision of goods or services to the City, and any financial interest in property being considered for purchase by the City. Any such interest possessed at the time of the execution of this Agreement shall be disclosed in writing within seven (7) calendar days. Subsequent disclosures shall be made immediately upon the City Manager becoming aware of the proposed purchase of the work, goods, services or property.

Section 11. Bonding. City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinances.

Section 12. Notices. Notices pursuant to this Agreement shall be considered given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed to Mayor with a copy to the City Attorney at 1376 E. Ninth Street, Alamogordo, New Mexico 88310, and to Robert Stockwell's home address on file in the Human Resources Department. Alternatively, notices required pursuant to this Agreement may be personally served or served in the same manner as is applicable to civil suits in the state of New Mexico. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 13. General Provisions.

(a) The text here shall constitute the entire Agreement between the parties.

(b) This Agreement shall become effective commencing October 3, 2016.

(c) If any provision or a portion of any provision contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or any portion of it shall not be affected, shall be deemed severable, and shall remain in full force and effect.

(d) No amendment of this Agreement shall be effective unless in writing and signed by both parties herein.

Employment Agreement – City Manager

Section 14. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

IN WITNESS WHEREOF, City of Alamogordo has caused this Agreement to be signed and executed on its behalf by its City Mayor, and duly attested by its City Clerk, and Robert A. Stockwell has signed and executed this Agreement the day and year first above written.

CITY OF ALAMOGORDO

By:

Richard A. Boss, City Mayor

CITY MANAGER

By:

Robert A. Stockwell

ATTEST:

Nancy E. Jacobs, City Clerk

APPROVED AS TO FORM:

Employment Agreement – City Manager

Canon Stevens, Contract City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/8/2016

Report No: 12.

Submitted By: Veronica Ortega

Subject: Consider, and act upon, options for pool coverings for the Family Recreation Center. (*Veronica Ortega, Community Services Director and Edward Balderrama, Project Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Discuss further and decide on a pool cover option.

Background:

City of Alamogordo staff was instructed by the Commission at the August 23, 2016 commission meeting to gather further information on two pool cover options. Those options are 1) Purchasing a new bubble and 2) Building a new enclosed pool.

The new bubble options and approximate costs were presented on August 23rd. In researching this option further, communication with Mr. Eugene Knight, NMED (NM Environment Department) Aquatic Program Manager, has informed us that if we were intending to put a bubble back on, that it would have to be approved by him per the new Model Aquatic Health Code that went into effect August 1, 2016. He needed the City to understand that he would not approve another bubble unless we had a HVAC air filtration system that kept the air quality level at 45-55%. We would have to insure the State that we have a way to maintain the humidity level as this was a source of many complaints over our previous bubble.

An approximate amount of \$500,000 was given for the new bubble and appurtenances. This dollar amount does not include the HVAC or additional electrical figures.



Name: Yeadon Fabric Domes, LLC.
Address: 2475 Maplewood Drive, Suite 114, Maplewood, MN 55109
Phone: 1-800-493-2366
Fax: 651-633-2019
Website: www.yeadondomes.com



May 23, 2016

Mr. Jonathon Johnson
City of Alamogordo

RE: Replacement Pool Dome Pricing:

Dear Mr. Johnson:

We are pleased to present the following quotation for a replacement Yeadon Air Supported Structure for your existing pool dome. The following items are included in our proposal. Also shown are optional components and fabric finishes for your consideration.

SIZE: The approximate size of the dome is 182' long X 102' wide X 31' high with a total floor space of 18,564 square feet.

OUTER MEMBRANE: The outer membrane is manufactured in 28/sq. yd., white, high tensile strength, translucent TS 139 acrylic topcoat, vinyl coated polyester. The fabric is fire resistant, meeting the requirements of NFPA 701.

THERMAL/ACOUSTICAL INNER MEMBRANE: The dome contains an inner thermal/acoustical fabric liner, which is welded to the dome's outer membrane. The liner is produced from white, 14oz/sq. yd., high strength, translucent vinyl coated polyester. White is used throughout the dome to provide the brightest interior possible.

SEAMS: All seams are dielectrically welded together to form the dome's profile. This method of fabrication provides an airtight bond that is stronger than the material itself. Yeadon uses no sewn seams on its structures.

SECTIONS: The dome will be manufactured in 2 sections for ease of handling. If more than one section is required, Yeadon will provide 8" aluminum seam clamps, which are used to field connect the sections together. These seam clamps form a strong, airtight and flexible connection. A continuous fabric flap with a VELCRO edge is also provided to conceal and weatherize the seam connection.

ANCHORING SYSTEM: Yeadon will use your existing anchor system. Our dome will come equipped with a rope edge perimeter designed to fit with the existing system.

FABRIC CURTAINS: Yeadon will provide fabric transition curtains that will allow the dome to attach to any existing exit doors, revolving doors, viewing areas, building attachments and mechanical equipment attachments. These curtains include stress relief cable arcs, cables and attaching hardware.

ENGINEERING: Yeadon will provide a set of drawings, calculations and specifications for permit application if needed. These drawings may require a local engineers stamp.

FREIGHT: F. O. B. Jobsite.

PRICING: Our price for all the above components is **\$115,000.00.**

TERMS: 50% deposit due upon signed contract, 30% due upon commencement of manufacturing, 15% due upon notice of shipping and 5% holdback due 30 days after installation. This proposal is good for a period of 30 days.

ITEMS NOT INCLUDED:

- 1) Any costs of permits, taxes or local engineering stamps.
- 2) Any costs of installation, site, court or fence modification and repair, off loading, anchor beam modification, utility modification or repair, electrical conversion or installation or any other job specific work unless otherwise noted above.
- 3) Any cost of removal and disposal of the old structure unless otherwise noted.

OPTIONAL ITEMS: The following can be added to this proposal.

SUPERVISION: A Yeadon supervision representative will be provided to supervise your installation crew during the initial dome installation. This supervision usually takes 3 to 4 days.
Price: \$650.00/10-hour day + T&E.

↳ no!

REVOLVING DOOR: (1) aluminum, 4 leaf revolving door is supplied for the main entrance into the dome. This self-contained door comes complete with full glass paneled doors, rigid frame and sides, sturdy tread-plate base and all attaching hardware.
Price: \$12,500.00

EMERGENCY EXIT DOORS: (3) balanced aluminum emergency exit doors complete with a heavy duty steel frame, viewing panel, panic hardware, exit lights with battery backup, lockable exterior entry hardware, fabric clamping strip, exterior braces and all attaching hardware.
Price: \$14,400.00 (\$4800 each)

TEDLAR: A TEDLAR coating can be applied to the outer membrane. The coating will provide maximum membrane protection from pollution, dirt and UV rays. This option adds 10 years to the warranty making it a 20 year warranty.
Price: \$49,900.00

HANDICAP ACCESSIBLE ENTRANCE MODULE: An entrance module complete with 2 balanced aluminum doors, rigid frame with aluminum wall and roof panels that attaches directly to the revolving door can be added.
Price: \$14,000.00.

POOL TARP: Constructed with a rope hem and designed to be stored inside the dome's channel when the dome is inflated. The tarp is designed to be two feet longer and two feet wider than the actual dimensions of the dome.
Price: \$23,995.00

If you need further information on this proposal, please contact me at 800-4YEADON. Thank you again for the opportunity to propose this dome to you. I look forward to hearing from you soon.

Sincerely,
Steve Flanagan
Stevef@yeadondomes.com
Yeadon Fabric Domes, LLC.
612-802-4146 cell



CONTRACT

Between

YEADON®FABRIC DOMES LLC
575 9TH St. SE Suite 50
Minneapolis, MN 55414
(Contractor)

And
City of Alamogordo
1100 Oregon Ave
Alamogordo, NM 88310
(Owner)

Re: Our Job Number 16227 City of Alamogordo 2016 Take Down

Yeadon® (Contractor) agrees to supply the Take Down of your Yeadon® Air Structure; and **(Owner)** agrees to purchase including the following:

1. **Supervisors:** Yeadon® will provide one (1) Technician to oversee the Take Down of: membrane, cables, doors and lights. Any additional changes from the scope including repairs will have to either be on a signed change order or will be billed in addition at a Time & Material basis (rate sheet attached). * no prevailing wage or Union labor
2. **Labor & Equipment:** Yeadon® will provide all necessary labor & equipment for the duration of the Take Down.
3. **Owner:** is responsible for the following:
 - a. Gas and electric disconnect.
 - b. Materials needed for moving and storing components including but not limited to: crates, boxes, tape.
4. **Work Orders:** Owner agrees have a site representative available to sign and approve daily work orders at the end of each day. Yeadon work orders detail time on job, problems extras etc.
5. **Daily Hours:** Yeadon Supervisors work ten (10) hour days, some days may be longer at our discretion, all labor and equipment must be available as needed during working hours. Work day begins at 8am unless prior arrangements have been made.

6. **Weather/Cancelation:** Once Yeadon has mobilized to your location from, all expenses accrued due to cancelation or delay by your company or Yeadon due to weather conditions are at cost to the Owner. Cancellations need to be made prior to 6am on the scheduled mobilization date.
7. **Total Contract Price** **\$24,500**
US
8. **Terms:** Net 30 * 2% discount if payment made within Net 10 from date of invoice.
9. **Note:** Late Payments will be subject to 1.5% per month interest charges.

Total Square Footage Area Existing Facility (187'x108')	20,196.0	LIBART Enclosure System *\$125/Per Sq. Ft.	\$	2,524,500.00
		NMGRT 8.00%	\$	201,960.00
		Estimated Cost	\$	2,726,460.00

Total Square Footage Area Existing Facility (187'x108')	20,196.0	Metal Building \$40/Per Sq. Ft.	\$	807,840.00
		NMGRT 8.00%	\$	64,627.20
		Estimated Cost	\$	872,467.20

Total Square Footage Area New Facility (80'X104')	8,320.0	LIBART Enclosure System *\$125/Per Sq. Ft.	\$	1,040,000.00
New Swimming Pool 51'x82'	4,182.0	Swimming Pool **\$180.00/Per Sq. Ft.	\$	752,760.00
Pool Decking	4,138.0	Pool Deck **\$10.00/Per Sq. Ft.	\$	41,380.00
		Sub-Total Cost	\$	1,834,140.00
		NMGRT 8.00%	\$	146,731.20
		Estimate Cost	\$	1,980,871.20

Total Square Footage Area New Facility (80'X104')	8,320.0	Metal Building \$30/Per Sq. Ft.	\$	249,600.00
New Swimming Pool 51'x82'	4,182.0	Swimming Pool **\$180.00/Per Sq. Ft.	\$	752,760.00
Pool Decking	4,138.0	Pool Deck **\$10.00/Per Sq. Ft.	\$	41,380.00
		Sub-Total Cost	\$	1,043,740.00
		NMGRT 8.00%	\$	83,499.20
		Estimate Cost	\$	1,127,239.20

* this cost per square foot was provided by LIBART

**this cost is from USA Swimming

Note: estimated cost does not include any electrical or mechanical systems.



High Performance Building Solutions

Tensioned Membrane Structures Available Immediately From Inventory





High Performance Building Solutions
Tensioned Membrane Structures Available Immediately From Inventory

Pool Enclosures



PROJECT OVERVIEW



» Ooltewah Swim Center - Ooltewah, TN

In early 2004, the birth of Ooltewah Swim Center (OSC) by owner Wendy Roberts provided the growing community of Ooltewah, located outside of Chattanooga, Tennessee, with a desperately-needed neighborhood pool. Ooltewah Swim Center has provided residents of Hamilton County with countless summer memories and served as a location for surrounding swim teams.

However, winters proved to be difficult for these swim teams and OSC members. They had to practice in an inflatable dome cover known as "The Bubble." For over 7 years, "The Bubble" somewhat protected the swimmers from the cold but contained massive amounts of fog and little room for the coaches to maneuver. In addition, high winds and unexpected air leaks would interrupt service of "The Bubble", which also required round-the-clock monitoring to avoid accidents.



The need for an enclosure around the pool was significant. The Ooltewah Project started in late January 2012 when Wendy contacted Project Manager Jeff Manger at Libart North America to discuss a permanent solution for OSC. Ultimately, a solution was presented from Libart in the form of a Free-Standing V7 Model measuring in at 70' wide x 110' long, making it the largest of its kind in North America! Construction of "The Dome" began in the fall of that same year.

Ever since completion of "The Dome" in February 2013, swimmers are able to enjoy the warm air and clear waters at Ooltewah Swim Center all year long. Even during the coldest days in southeast Tennessee, "The Dome" protects swimmers, coaches, parents, and children from the unforgiving weather.

» Kinetic Architectural System



Solutions:

- **Design:** Evolution Freestanding, 70 degree sidewalls with Gable End Walls
- **Retraction:** R2 Retraction
- **Operation:** Motorized
- **Glazing:** Roof Panels and Sidewall Glazing is 16 mm Multi-Wall Translucent Polycarbonate. Gable End Walls feature a combination of 4mm Monolithic Clear Transparent Polycarbonate and 10mm Clear Twin Wall Translucent Glazing.
- **Frame:** Titan Frame (190mm - 7-1/2" Thick)

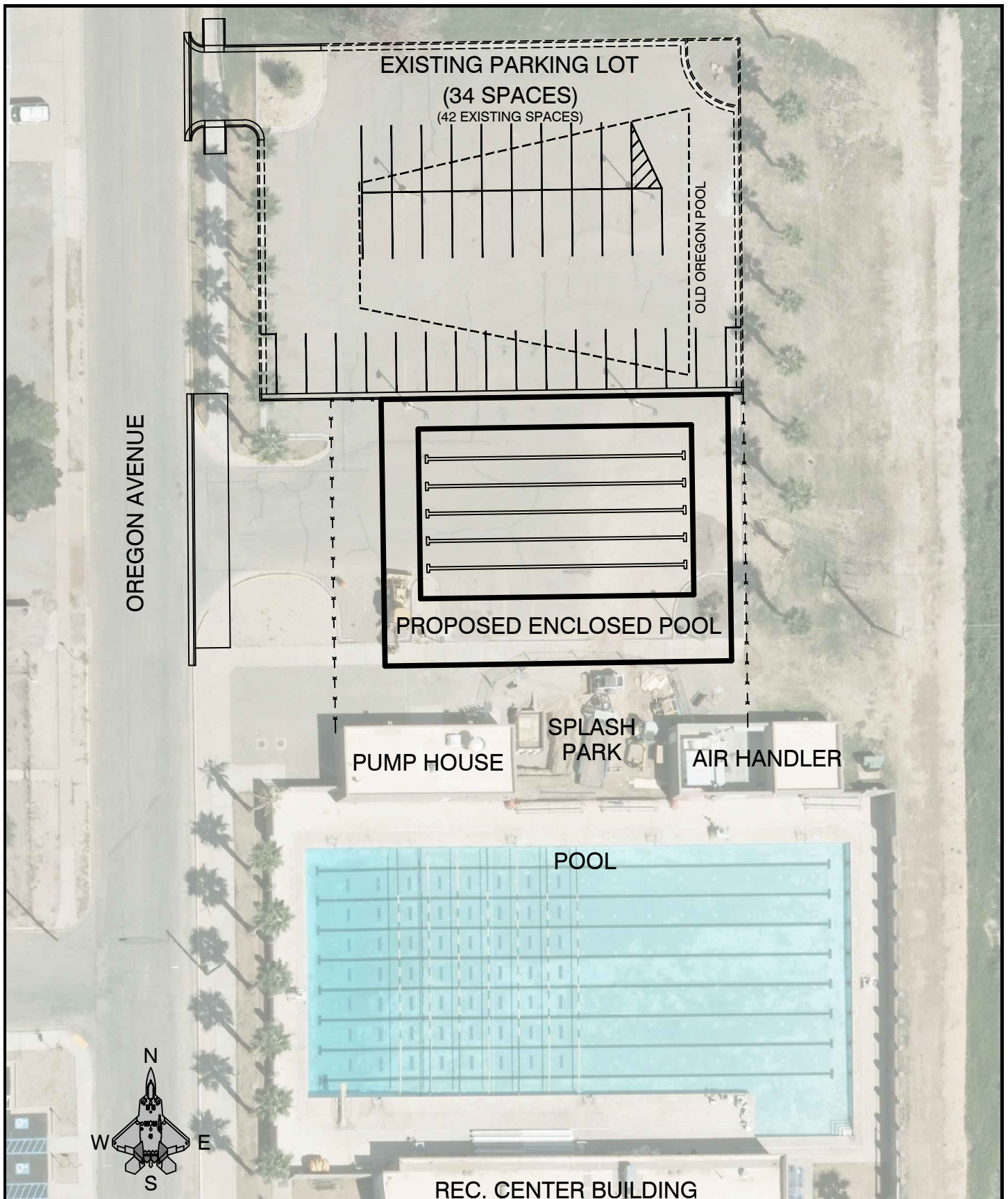
**Family Recreation Center Natatorium
Option of Probable Cost Option A
CS1601**

BASE BID ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost	
				UNIT PRICE	BID AMOUNT
1	1	LS	Sprung Structure (90'x105')	\$ 514,557.00	\$ 514,557.00
2	1	LS	*Foundation	\$ 73,581.65	\$ 73,581.65
3	1	LS	*Electrical and Mechanical System	\$ 120,920.90	\$ 120,920.90
4	4,182	SF	**Swimming Pool (51'x82')	\$ 180.00	\$ 752,760.00
5	4,138	SF	**Pool Deck	\$ 10.00	\$ 41,380.00
6	325	LF	Fence (to match existing fencing)	\$ 69.00	\$ 22,425.00
7	310	LF	Curb/Gutter	\$ 28.50	\$ 8,835.00
8	100	SY	4-inch Thick Concrete	\$ 60.00	\$ 6,000.00
9	15	SY	6-inch Thick Concrete	\$ 85.00	\$ 1,275.00
10	3,750	SY	Asphalt Paving/Patch	\$ 32.00	\$ 120,000.00
11	1	LS	Seeding/Landscaping	\$ 7,500.00	\$ 7,500.00
12	2,860	LF	Parking Lot Striping	\$ 2.10	\$ 6,006.00
13	4	EA	Signage	\$ 600.00	\$ 2,400.00
14	4	EA	Parking Lot Lighting	\$ 4,250.00	\$ 17,000.00
15	1	LS	Asbestos Survey (Girl Scott Hut)	\$ 2,500.00	\$ 2,500.00
16	1	LS	ACM Abatement (Girl Scott Hut)	\$ 20,000.00	\$ 20,000.00
17	1	LS	Demolition (Girl Scott Hut)	\$ 40,000.00	\$ 40,000.00
18	1	LS	Unclassified Removals	\$ 12,500.00	\$ 12,500.00
19	1	LS	Moblization	\$ 176,964.05	\$ 176,964.05
			SUB-TOTAL		\$ 1,946,604.60
			NMGRT (8.00%)		\$ 155,728.37
			BASE BID TOTAL		\$ 2,102,332.97

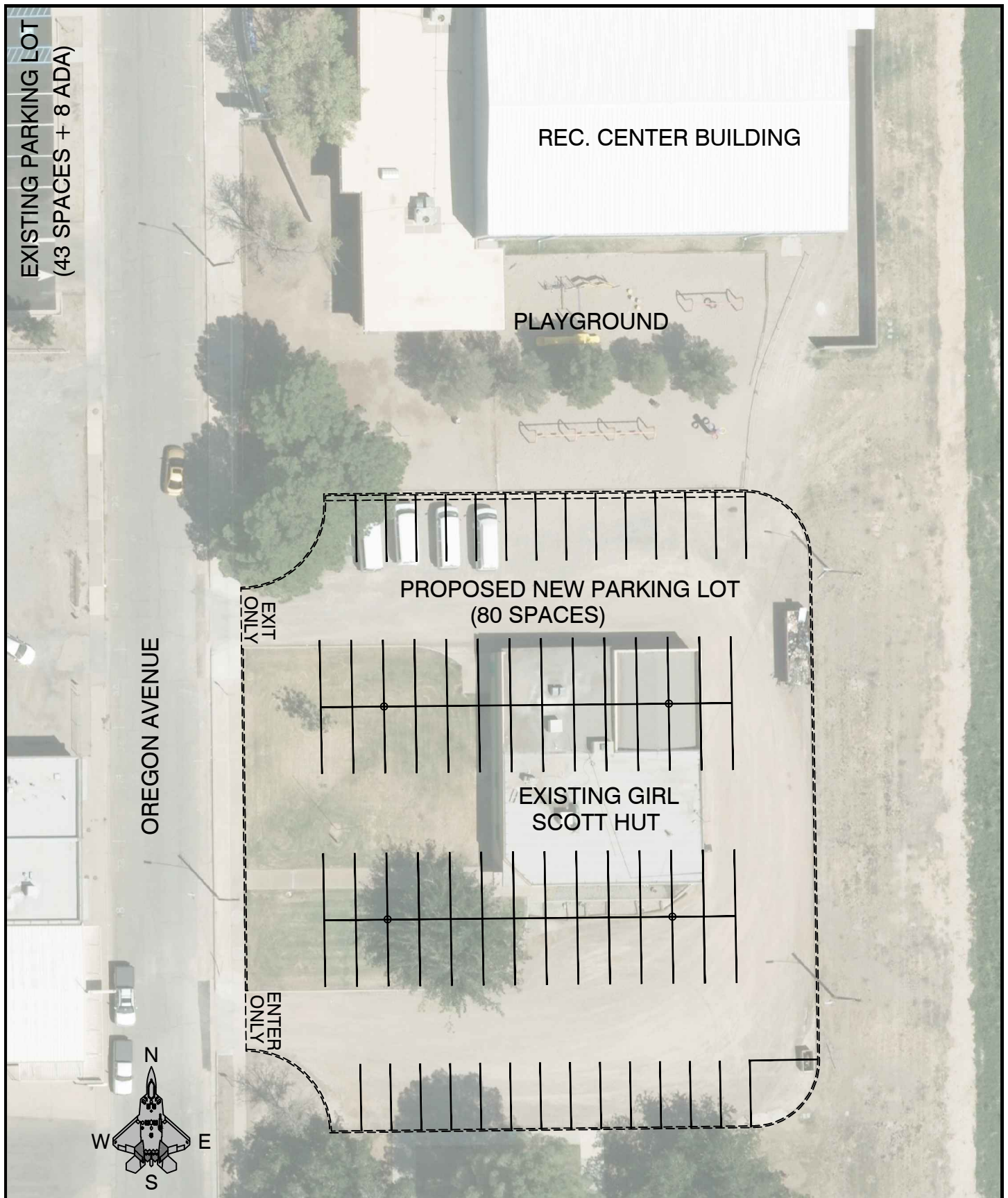
* At this time the scope of this work is unknown.

** This cost is from USA Swimming

At this time it is unknown if a new Bathhouse would have to be constructed.



Proposed Natatorium Option A - North Side
City of Alamogordo, New Mexico



Proposed Natatorium Option A - South Side
City of Alamogordo, New Mexico

**Family Recreation Center Natatorium
Option of Probable Cost Option B
CS1601**

BASE BID ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost	
				UNIT PRICE	BID AMOUNT
1	1	LS	Sprung Structure (90'x105')	\$ 514,557.00	\$ 514,557.00
2	1	LS	*Foundation	\$ 73,581.65	\$ 73,581.65
3	1	LS	*Electrical and Mechanical System	\$ 120,920.90	\$ 120,920.90
4	4,182	SF	**Swimming Pool (51'x82')	\$ 180.00	\$ 752,760.00
5	4,138	SF	**Pool Deck	\$ 10.00	\$ 41,380.00
6	225	LF	Curb/Gutter	\$ 28.50	\$ 6,412.50
7	125	SY	4-inch Thick Concrete	\$ 60.00	\$ 7,500.00
8	15	SY	6-inch Thick Concrete	\$ 85.00	\$ 1,275.00
9	2,320	SY	Asphalt Paving/Patch	\$ 32.00	\$ 74,240.00
10	950	LF	Parking Lot Striping	\$ 2.10	\$ 1,995.00
11	4	EA	Signage	\$ 600.00	\$ 2,400.00
12	2	EA	Parking Lot Lighting	\$ 4,250.00	\$ 8,500.00
13	1	LS	Asbestos Survey (Girl Scott Hut)	\$ 2,500.00	\$ 2,500.00
14	1	LS	ACM Abatement (Girl Scott Hut)	\$ 20,000.00	\$ 20,000.00
15	1	LS	Demolition (Girl Scott Hut)	\$ 40,000.00	\$ 40,000.00
16	1	LS	Unclassified Removals	\$ 5,000.00	\$ 5,000.00
17	1	LS	Moblization	\$ 167,302.20	\$ 167,302.20
			SUB-TOTAL		\$ 1,840,324.25
			NMGRT (8.00%)		\$ 147,225.94
			BASE BID TOTAL		\$ 1,987,550.19

* At this time the scope of this work is unknown.

** This cost is from USA Swimming

At this time it is unknown if a new Bathhouse would have to be constructed.

A new pump/filter building would have to be constructed, at this time the scope of this work is unknown.

REC. CENTER BUILDING

PLAYGROUND

PROPOSED ENCLOSED POOL



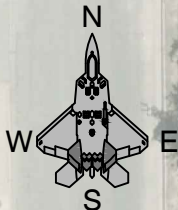
EXISTING GIRL
SCOTT HUT

PROPOSED NEW PARKING LOT
(40 SPACES)

OREGON AVENUE

EXIT
ONLY

ENTER
ONLY



Proposed Natatorium Option B City of Alamogordo, New Mexico

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/9/2016

Report No: 13.

Submitted By: Brian Cesar

Subject: Consider, and act upon, award of Public Works Bid No. 2016-001 to Smithco Construction, Inc. related to the Snake Tank Well 5 Equipment & Monitoring Wells project, in an amount not to exceed \$1,143,471.74, including tax. (*Brian Cesar, Public Works Director*)

Fiscal Impact: \$1,143,471.74
Amount Budgeted: \$1,500,000.00
Fund: 054-0099-990.67-74 PW1404

Additional Fiscal Impact:

Recommendation: Approve the award.

Background: The work will consist of rehabilitation of existing brackish water Well No. 5 in the Snake Tank Well Field; equipping Well No. 5 with a vertical turbine well pump; site work including grading, gravel, fencing; construction of a well control building including electrical and instrumentation; installation of three monitoring wells; and access roads to each monitoring well.

The project was advertised on July 10, 2016. Bids were opened on August 25, 2016 at 2:00 p.m. with four (4) responsive bidders: Smithco Construction, Inc.; CSW Contractors, Inc.; General Hydronics Utilities, LLC; and RMCI, Inc.

Please refer to the attached bid tabulation.

This project is funded entirely by Drinking Water Loan No. 2880.

BID TABULATION
SNAKE TANK WELL 5 EQUIPMENT & MONITORING WELLS
PUBLIC WORKS BID NO. 2016-001
AUGUST 25, 2016

ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Smithco Construction, Inc.		CSW Contractors, Inc.		General Hydronics Utilities, LLC		RMCI, Inc.		File Construction, LLC	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	1	LS	Mobilization, Demobilization, & Project Administration	\$42,841.00	\$42,841.00	\$48,000.00	\$48,000.00	\$40,000.00	\$40,000.00	\$16,700.00	\$16,700.00	\$60,000.00	\$60,000.00	\$71,140.66	\$71,140.66
2	1	LS	Storm Water Pollution Prevention Plan	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
3	1	LS	Well 5 Site Improvements & Yard Piping	\$35,000.00	\$35,000.00	\$125,000.00	\$125,000.00	\$117,535.00	\$117,535.00	\$192,200.00	\$192,200.00	\$200,000.00	\$200,000.00	\$115,416.21	\$115,416.21
4			WELL 5 REDEVELOPMENT												
4A	10	HR	Brush Existing Well	\$500.00	\$5,000.00	\$260.00	\$2,600.00	\$334.00	\$3,340.00	\$275.00	\$2,750.00	\$320.00	\$3,200.00	\$607.00	\$6,070.00
4B	1	LS	Remove Debris From Existing Well	\$1,500.00	\$1,500.00	\$5,500.00	\$5,500.00	\$6,688.00	\$6,688.00	\$5,500.00	\$5,500.00	\$6,400.00	\$6,400.00	\$7,174.00	\$7,174.00
4C	6	HR	Direct Air-Lift Pumping From Existing Well	\$500.00	\$3,000.00	\$550.00	\$3,300.00	\$669.00	\$4,014.00	\$550.00	\$3,300.00	\$650.00	\$3,900.00	\$607.00	\$3,642.00
4D	20	HR	Swabbing & Reverse Air-Lift Pumping of Existing Well	\$500.00	\$10,000.00	\$550.00	\$11,000.00	\$669.00	\$13,380.00	\$550.00	\$11,000.00	\$650.00	\$13,000.00	\$607.00	\$12,140.00
4E	3	EH	Chlorination of Existing Well	\$2,000.00	\$6,000.00	\$3,800.00	\$11,400.00	\$4,681.00	\$14,043.00	\$3,850.00	\$11,550.00	\$4,500.00	\$13,500.00	\$2,207.00	\$6,621.00
4F	6	HR	Surging By Bailing or Swabbing of Existing Well	\$500.00	\$3,000.00	\$325.00	\$1,950.00	\$401.00	\$2,406.00	\$330.00	\$1,980.00	\$400.00	\$2,400.00	\$607.00	\$3,642.00
4G	1	LS	Video Survey of Existing Well	\$2,700.00	\$2,700.00	\$3,000.00	\$3,000.00	\$3,745.00	\$3,745.00	\$3,080.00	\$3,080.00	\$3,500.00	\$3,500.00	\$1,821.00	\$1,821.00
5	1	LS	Well 5 Line Shaft Vertical Turbine Pump & Appurtenances	\$150,000.00	\$150,000.00	\$200,000.00	\$200,000.00	\$257,489.00	\$257,489.00	\$442,230.00	\$442,230.00	\$200,000.00	\$200,000.00	\$152,675.00	\$152,675.00
6	1	LS	Well 5 Pump Control Building & Pump Enclosure	\$360,000.00	\$360,000.00	\$449,000.00	\$449,000.00	\$376,726.00	\$376,726.00	\$250,150.00	\$250,150.00	\$412,000.00	\$412,000.00	\$390,700.00	\$390,700.00
7			OBSERVATION WELL MW-1												
7A	560	LF	Drilling Borehole, 9-5/8 in.	\$35.00	\$19,600.00	\$26.00	\$14,560.00	\$33.00	\$18,480.00	\$27.50	\$15,400.00	\$28.00	\$15,680.00	\$85.00	\$47,600.00
7B	1	LS	Geophysical Logging	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$9,725.00	\$9,725.00	\$7,997.00	\$7,997.00	\$8,000.00	\$8,000.00	\$11,590.00	\$11,590.00
7C	252	LF	Blank casing, 4.5 in. Diameter, Sch. 80	\$25.00	\$6,300.00	\$14.00	\$3,528.00	\$17.00	\$4,284.00	\$13.75	\$3,465.00	\$14.00	\$3,528.00	\$50.00	\$12,600.00
7D	300	LF	Perforated casing, 4.5 in. Diameter, Sch. 80	\$30.00	\$9,000.00	\$18.00	\$5,400.00	\$22.00	\$6,600.00	\$18.43	\$5,529.00	\$18.00	\$5,400.00	\$36.50	\$10,950.00
7E	320	LF	Filter Gravel	\$35.00	\$11,200.00	\$12.00	\$3,840.00	\$16.00	\$5,120.00	\$13.20	\$4,224.00	\$13.00	\$4,160.00	\$42.00	\$13,440.00
7F	20	LF	Bentonite Seal	\$35.00	\$700.00	\$65.00	\$1,300.00	\$80.00	\$1,600.00	\$66.00	\$1,320.00	\$66.00	\$1,320.00	\$176.00	\$3,520.00
7G	218	LF	Cement Grout Seal	\$35.00	\$7,630.00	\$18.00	\$3,924.00	\$22.00	\$4,796.00	\$18.15	\$3,956.70	\$18.00	\$3,924.00	\$80.60	\$17,570.80
7H	24	HR	Observation Well Development By Bailing	\$270.00	\$6,480.00	\$250.00	\$6,000.00	\$301.00	\$7,224.00	\$247.50	\$5,940.00	\$250.00	\$6,000.00	\$386.00	\$9,264.00
7I	1	LS	Pump & Associated Hardware	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$12,707.00	\$12,707.00	\$10,450.00	\$10,450.00	\$10,500.00	\$10,500.00	\$13,582.00	\$13,582.00
7J	1	LS	Wellhead Completion	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$6,038.00	\$6,038.00	\$4,825.00	\$4,825.00	\$5,800.00	\$5,800.00	\$6,639.00	\$6,639.00
7K	1	LS	Blade Access Road (from Snake Tank Road to MW-1)	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$7,980.00	\$7,980.00	\$12,750.00	\$12,750.00	\$50,000.00	\$50,000.00	\$65,700.00	\$65,700.00
8			OBSERVATION WELL MW-2												
8A	610	LF	Drilling Borehole, 9-5/8 in.	\$35.00	\$21,350.00	\$26.00	\$15,860.00	\$33.00	\$20,130.00	\$27.50	\$16,775.00	\$28.00	\$17,080.00	\$85.00	\$51,850.00
8B	1	LS	Geophysical Logging	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$9,725.00	\$9,725.00	\$7,997.00	\$7,997.00	\$8,000.00	\$8,000.00	\$11,590.00	\$11,590.00
8C	202	LF	Blank casing, 4.5 in. Diameter, Sch. 80	\$25.00	\$5,050.00	\$14.00	\$2,828.00	\$17.00	\$3,434.00	\$13.75	\$2,777.50	\$14.00	\$2,828.00	\$42.00	\$8,484.00
8D	400	LF	Perforated casing, 4.5 in. Diameter, Sch. 80	\$30.00	\$12,000.00	\$18.00	\$7,200.00	\$22.00	\$8,800.00	\$18.43	\$7,372.00	\$18.00	\$7,200.00	\$45.00	\$18,000.00
8E	420	LF	Filter Gravel	\$35.00	\$14,700.00	\$12.00	\$5,040.00	\$16.00	\$6,720.00	\$13.20	\$5,544.00	\$13.00	\$5,460.00	\$38.70	\$16,254.00
8F	20	LF	Bentonite Seal	\$35.00	\$700.00	\$65.00	\$1,300.00	\$80.00	\$1,600.00	\$66.00	\$1,320.00	\$66.00	\$1,320.00	\$177.00	\$3,540.00
8G	168	LF	Cement Grout Seal	\$35.00	\$5,880.00	\$18.00	\$3,024.00	\$22.00	\$3,696.00	\$18.15	\$3,049.20	\$18.00	\$3,024.00	\$77.20	\$12,969.60
8H	24	HR	Observation Well Development By Bailing	\$275.00	\$6,600.00	\$250.00	\$6,000.00	\$301.00	\$7,224.00	\$247.50	\$5,940.00	\$250.00	\$6,000.00	\$386.00	\$9,264.00
8I	1	LS	Pump & Associated Hardware	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$12,707.00	\$12,707.00	\$10,450.00	\$10,450.00	\$10,500.00	\$10,500.00	\$13,918.00	\$13,918.00
8J	1	LS	Wellhead Completion	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$6,038.00	\$6,038.00	\$4,825.00	\$4,825.00	\$5,800.00	\$5,800.00	\$6,639.00	\$6,639.00
8K	1	LS	Blade Access Road (from Snake Tank Road to MW-2)	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$3,275.00	\$3,275.00	\$12,938.00	\$12,938.00	\$30,000.00	\$30,000.00	\$45,000.00	\$45,000.00
9			OBSERVATION WELL MW-3												
9A	675	LF	Drilling Borehole, 9-5/8 in.	\$35.00	\$23,625.00	\$26.00	\$17,550.00	\$33.00	\$22,275.00	\$27.50	\$18,562.50	\$28.00	\$18,900.00	\$85.00	\$57,375.00
9B	1	LS	Geophysical Logging	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$9,725.00	\$9,725.00	\$7,997.00	\$7,997.00	\$8,000.00	\$8,000.00	\$11,590.00	\$11,590.00
9C	267	LF	Blank casing, 4.5 in. Diameter, Sch. 80	\$25.00	\$6,675.00	\$14.00	\$3,738.00	\$17.00	\$4,539.00	\$13.75	\$3,671.25	\$14.00	\$3,738.00	\$48.60	\$12,976.20
9D	400	LF	Perforated casing, 4.5 in. Diameter, Sch. 80	\$30.00	\$12,000.00	\$18.00	\$7,200.00	\$22.00	\$8,800.00	\$18.43	\$7,372.00	\$18.00	\$7,200.00	\$46.30	\$18,520.00
9E	420	LF	Filter Gravel	\$35.00	\$14,700.00	\$12.00	\$5,040.00	\$16.00	\$6,720.00	\$13.20	\$5,544.00	\$13.00	\$5,460.00	\$39.70	\$16,674.00
9F	20	LF	Bentonite Seal	\$35.00	\$700.00	\$65.00	\$1,300.00	\$80.00	\$1,600.00	\$66.00	\$1,320.00	\$66.00	\$1,320.00	\$177.00	\$3,540.00
9G	233	LF	Cement Grout Seal	\$35.00	\$8,155.00	\$18.00	\$4,194.00	\$22.00	\$5,126.00	\$18.15	\$4,228.95	\$18.00	\$4,194.00	\$81.70	\$19,036.10
9H	24	HR	Observation Well Development By Bailing	\$275.00	\$6,600.00	\$250.00	\$6,000.00	\$301.00	\$7,224.00	\$247.50	\$5,940.00	\$250.00	\$6,000.00	\$386.00	\$9,264.00
9I	1	LS	Pump & Associated Hardware	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$13,109.00	\$13,109.00	\$10,780.00	\$10,780.00	\$10,800.00	\$10,800.00	\$14,337.00	\$14,337.00
9J	1	LS	Wellhead Completion	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$6,038.00	\$6,038.00	\$4,825.00	\$4,825.00	\$5,800.00	\$5,800.00	\$6,639.00	\$6,639.00
9K	1	LS	Blade Access Road (from MW-2 TO MW-3)	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$1,599.00	\$1,599.00	\$6,113.00	\$6,113.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00
BASE BID					\$898,686.00		\$1,075,576.00		\$1,096,524.00		\$1,174,138.10		\$1,223,336.00		\$1,371,457.57
NMGR (6.3125%)					\$56,729.55		\$67,895.74		\$69,218.08		\$74,117.47		\$77,223.09		\$86,573.26
TOTAL BASE BID					\$955,415.55		\$1,143,471.74		\$1,165,742.08		\$1,248,255.57		\$1,300,559.09		\$1,458,030.83

* Nonresponsive - did not include section 02676 info.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/1/2016

Report No: 14.

Submitted By: Brian Cesar, Erik Marion,
Veronica Ortega

Subject: Discussion related to City Parks maintenance and effluent water use. (*Veronica Ortega, Community Services Director & Brian Cesar, Public Works Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to Staff.

Background: This presentation is for the purpose of providing the City Commission with information regarding Parks maintenance and the usage of effluent water in the City's parks. Current allocated resources, department responsibilities, and challenges to operational effectiveness will be presented. Likewise, the current production of reclaimed water and the effects of its use in parks will be included in the presentation.



Public Parks

City of Alamogordo
Community Services Department

Overview

- 400+ Acres @ Over 35 Locations including many City facilities.
- Approximately 185 Irrigated Acres
- Monte Vista Cemetery
- 2 Sports Complexes
 - 8 Softball
 - 7 Baseball
 - 1 Multi-Use
 - 2 Football
- Playground Structures
 - Kids Kingdom
 - 10 Structures-Variou Locations
- Median Landscaping



Overview-Continued

- Ed Brabson Balloon Park
- Skate Park
- High Use Rentable Event Areas
 - Alameda Pavilion & Gazebo
 - Washington Pavilion
 - Garden Center
- Park Amenities Available
 - Basketball Courts
 - Tennis Courts
 - Restrooms
 - Picnic Tables
 - Shade Pavilions
 - Grills
 - Benches



Duties & Tasks

- Routine/Recurring

- Weekly Mowing
- Weekly Edging
- Weekly String Trimming
- Weed Removal (Medians)
- Irrigation System Inspections
- Playground Inspections
- Restroom Cleaning
- Restroom Lock Up 7 days/wk
- Daily Trash Removal
- Daily Litter Removal
- Tree Trimming
- Hand Watering
- Gopher Control
- Equipment Preventative Maintenance
- League Game Preparation
 - Dragging
 - Lining

- As Needed/Requested

- Graffiti Removal
- Painting
- Tournament Preparation & Coverage
- Special Events
- Irrigation Repair
- Irrigation Installation
- Vandalism Damage Repair
- Fence Repair
- Playground Repair
- Equipment Repair
- Fertilization
- Aeration
- Seeding/Sod Installation
- Weed Control



Current Staffing

- 21 FTE (2 Frozen/1 Unfilled)
- 12 Seasonal (4 Frozen/7 Unfilled)

- Staff Assignments

- Hooser
 - 2 FTE
 - 1 Seasonal (Frozen)
- Griggs
 - 3 FTE
 - 1 Seasonal (Frozen)
- Mowing Crew/Tree Maintenance
 - 3 FTE (1 Frozen)
 - 4 Seasonals
- Landscaping Crew
 - 2 FTE
 - 2 Seasonal
- Mechanic
 - 1FTE
- Monte Vista Cemetery
 - 2 FTE



- Irrigation/Custodial
 - 3 FTE
- Projects/Site Repairs
 - 2 FTE (1 Unfilled)
- Playground Repair
 - 1 FTE (Frozen)
 - 2 Seasonals (Frozen)



Challenges

- Short Staffing
 - Frozen Positions do not allow for flexibility to respond to emergencies
 - Recurring Maintenance Tasks must be put on hold to respond, which results in complaints from public
 - Postponing always results in more difficult tasks when rescheduled.
- Seasonal Hiring is Problematic
 - High Turnover & Loss to Other Departments that pay more
 - Low Wage is unattractive to quality applicants
- Growing Season vs. Off-Season
 - Example: Mowing in Summer vs. Tree Trimming in Winter



Challenges-Cont.

- Aging Vehicles
 - Undependable with frequent break downs.
 - Annually increasing repair costs
 - No Dependable Adequate Funding for Replacement
- Aging Equipment
 - Undependable with frequent break downs.
 - Annually increasing repair costs
 - No Dependable Adequate Funding for Replacement
- Aging Facilities
 - Specifically Kids Kingdom
 - A lot of Old Irrigation in the Ground
- Budget
 - Current budget is only adequate for a minimal program at best
 - 25% cut since 2008
 - Rising Costs of Materials
 - Expectations vs. Resources

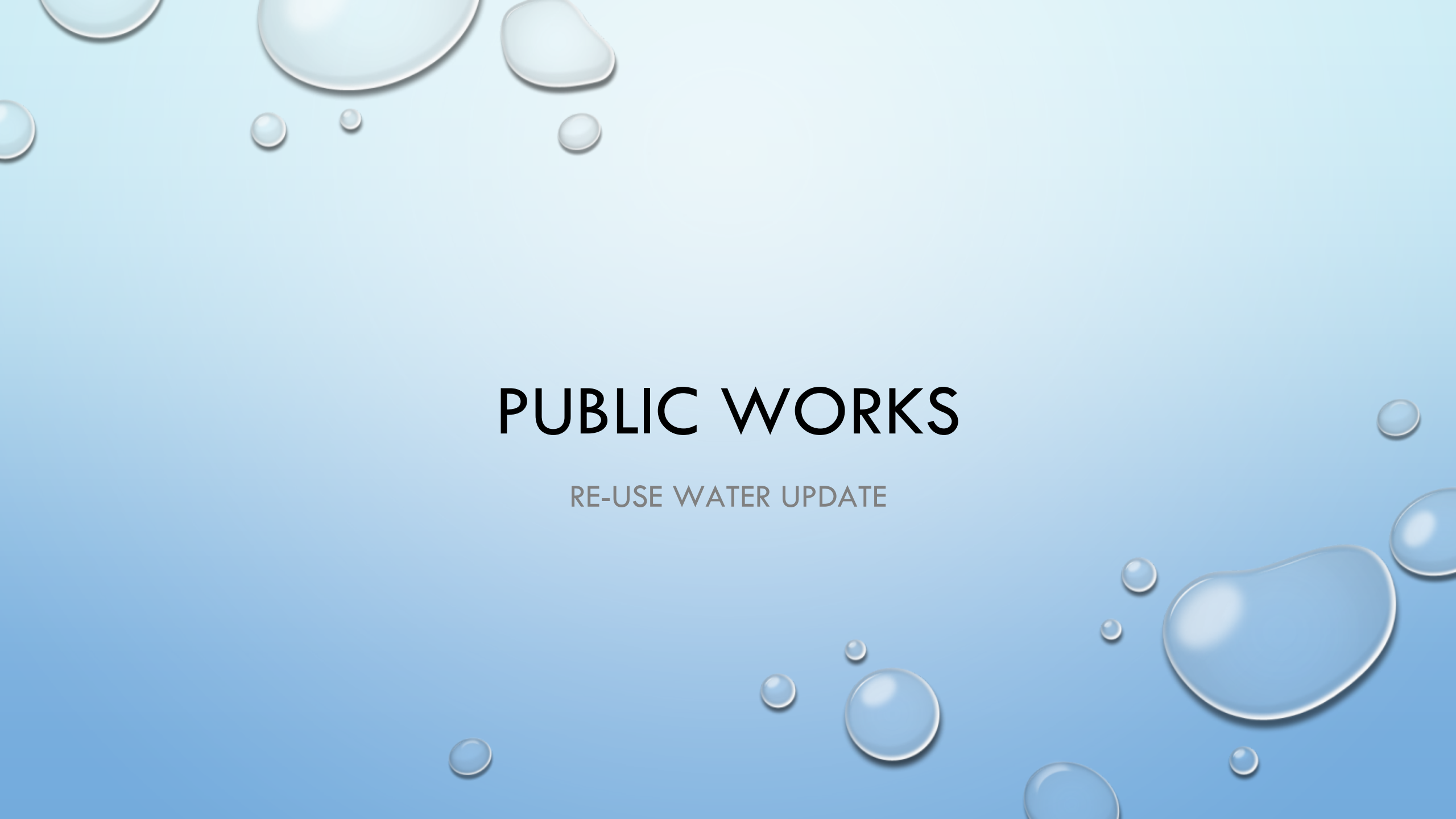


Reclaimed Water



- Demand In Summer Exceeds Delivery Capability
 - Large number of Parks Areas limits how often each can be watered without taxing the delivery system beyond its limits
 - School Usage & 12 Hour Water Windows
- Reclaimed Water Effects on Plants
 - Higher Salt & TDS-Inhibits Nutrient Availability
 - Less Effective in Plant (Less Wet)
- Methods to Alleviate
 - Addition of Surfactants to improve PH-Being Researched
 - More Volume to flush Soil Profile of Salts & TDS
 - Rain, Rain, Rain
- Efforts to Resolve & Solutions Being Sought
 - Coordination w/Public Works re: Delivery is Ongoing
 - Control Valve Installation – In Progress
 - More Storage Capacity – In Planning
 - Upgrading Lavelle Pump Station – Future Project to be Investigated



The background is a light blue gradient with several realistic water droplets of various sizes scattered across the surface. The droplets have highlights and shadows, giving them a three-dimensional appearance. They are concentrated more towards the top and bottom edges, leaving the center relatively clear for the text.

PUBLIC WORKS

RE-USE WATER UPDATE

Raw and Treated Production Meter Readings:

	Influent	Effluent BPS	Section 16	Hooser		Juniper BPS	Balloon	Griggs	Golf Course	Desert Lakes	Pivot 1	Pivot 2	Pivot 3
Collection	Flow Meter	Flow Meter	Flow Meter	Park BPS	Lavelle BPS	Park BPS	Park BPS	Park BPS	Flow Meter	Well	Flow Meter	Flow Meter	Flow Meter
Date	1000	7.48	1	1000	1	100	748	1000	1000	748	1000	1000	1000
1-Aug-16	2730645	598882000	410137500	146584	384930000		69628	121174	734727	74133	6704	345634	466488
1-Sep-16	2801595	605604918	424299515	149951	415401001		71138	128314	748857	76369	6704	345634	466488
Total (gals)	70,950,000	50,287,427	14,162,015	3,367,000	30,471,001	0	1,129,480	7,140,000	14,130,000	1,672,528	0	0	0

School Meters

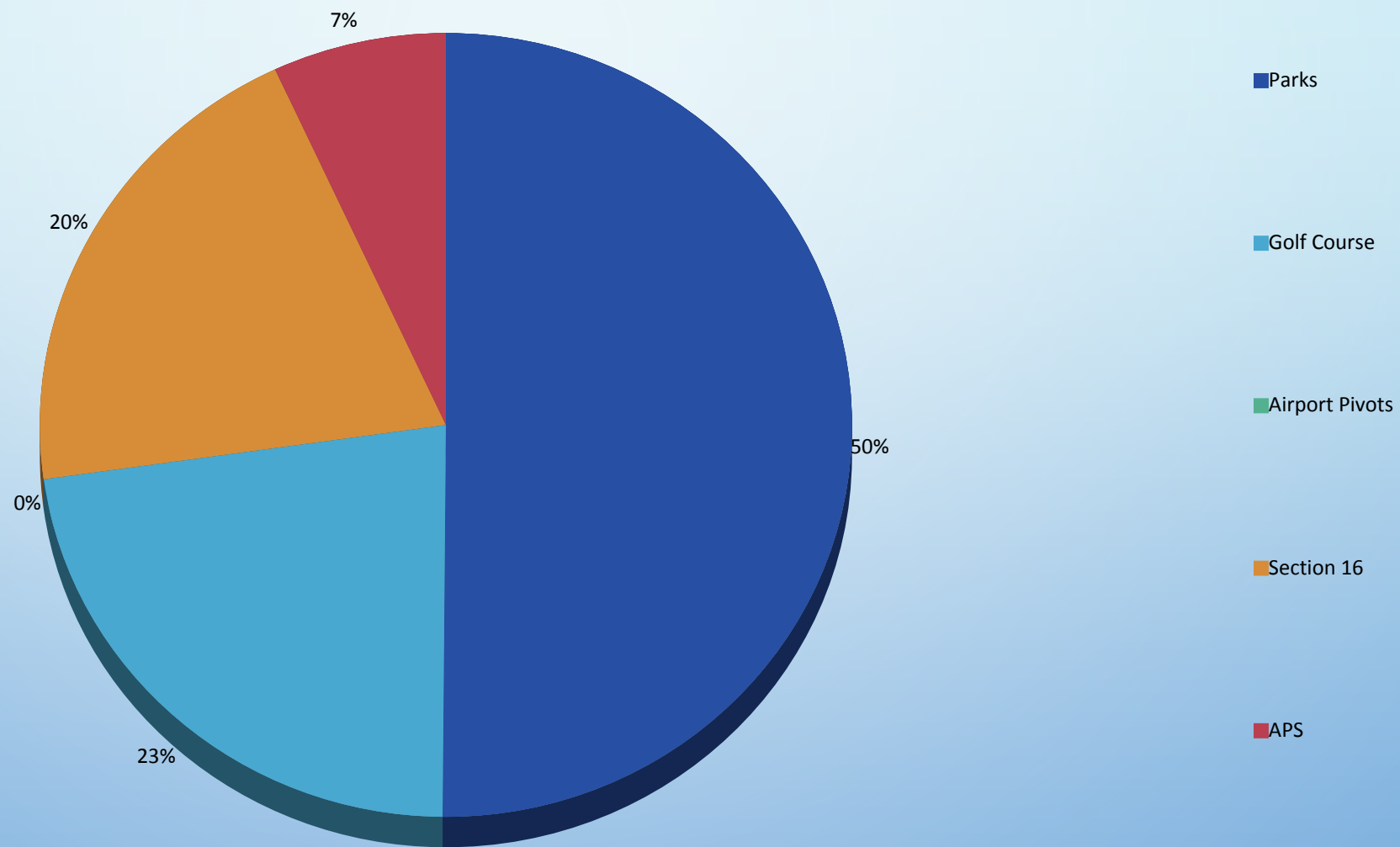
			High School	High School	High School	High School
	Chapparral	Dale Scott	East Meter	South Meter	Soccerplex	Softball Field
Date	100	100	1000	100	1000	1000
1-Aug-16	25,679	44,058	142,618	131,957	14,397	4,855
1-Sep-16	29603	50946	142618	152508	16081	4855
Total (gals)	392400	688800	0	2055100	1684000	0

Chemical usage

Sodium Hypochlorite	5500
Polymer	130

Distribution

Parks and Contractors	Golf Course	Airport Pivot Irrigation	Section 16 Waste	APS
34,967,481	15,802,528	0	14,162,015	4,820,300



PROPOSED RE-USE PROJECTS

- FUNDED- HYDRAULIC ANALYSIS \$75,000
- PROPOSED- IRRIGATION TELEMTRY SYSTEM \$449,714
- PROPOSED- GRIGGS PARK GROUND STORAGE RESERVOIR- \$925,852
- PROPOSED- 18TH STREET GROUND STORAGE RESERVOIR- \$2,351,905
- PROPOSED- UNIVERSITY PARK GROUND STORAGE RESERVOIR- \$844,290
- PROPOSED- LAVELLE RE-USE/POTABLE FLUSH MODIFICATION- \$79,013
- WFR RECLAIMED/ POTABLE FLUSH MODIFICATION- \$28,037

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/8/2016

Report No: 15.

Submitted By:

Subject: Consider and act upon drainage issues on New York Avenue between 1st and 10th Street. *(Brian Cesar, Public Works Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to Staff.

Background:

At the August 9th, 2016 Regular Commission Meeting, a presentation was given about a drainage concern on the 800 block of New York. Staff was directed to refine estimates and bring options back to the Commission to address the drainage issues on New York between 1st and 10th Street.

As discussed at the August 9th meeting, problems exist along the entire length of New York from 1st to 10th Street. Attached are a number of photos showing the standing water left after the August 10th, 2016 rain storm.

To address the drainage issues from 1st Street to 10th Street on New York Avenue, replace water service lines, complete ADA requirements and repave, the total estimated cost is \$ 1,716,000. Of this amount, intersection rebuilds are estimated at \$450,000, water service line replacements are estimated at \$216,000 and concrete and paving installation at \$1,050,000.

To address the drainage issues on the 800 block of New York, replace water service lines, complete ADA requirements and repave, the total estimated cost is \$247,600. Of this amount, (2) intersection rebuilds are estimated at \$100,000, water service line replacements are estimated at \$21,600 and concrete and paving installation at \$126,000.

In both options it should be noted that the extended corner areas between 10th and 8th Street would be removed. After discussion with the Engineering Department, the funding for the water portion of the above projects should be able to come from already budgeted monies for the SMP. The drainage and paving funds would need to come from Fund 109 balance and could be incorporated in either the design contract that will be discussed tonight or could be incorporated into the next design RFP that will go out in the Spring.

As an alternative, an existing street in the current SMP could be shifted to a later date or this project can be placed into the current plan as the new sixth year.

Staff is requesting direction on how to proceed.

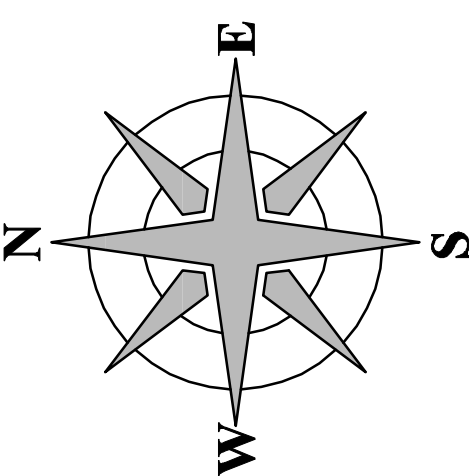
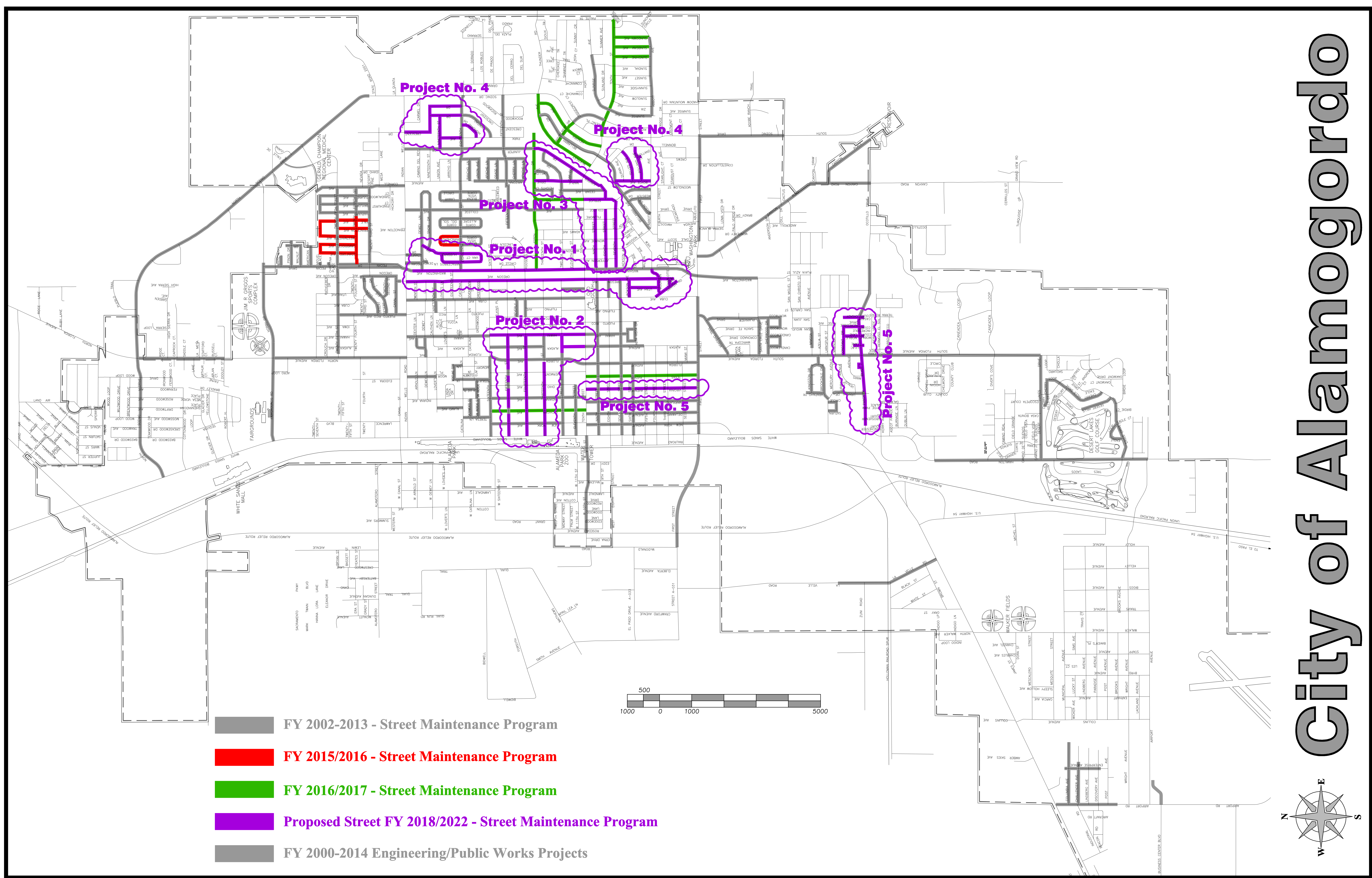












City of Alamoogordo

The Proposed Street Maintenance Program projects are labeled in order of design and construction.

Project No 1 (2018)

Washington Ave (arterial road) – 10th St to Indian Wells
Oregon Ave – Charlotte to Indian Wells
Van Ct.
Miracerros
Hubbard Dr
Jackson – Cuba to Oregon
Utah Ave – Jackson to Mt View
Mt View – Canyon to Washington
Canyon – Ditch to Cuba
Charlotte – Canyon to Oregon

10 St

Park Western Line
Republic - 10th Western Line
Inter connect by City Hall
Make Master to Oregon Ave?
4-6-16

Project 2

Hawaii Ave 10th St to 16th St
Alaska Ave 10th St to 12th St
15th St - WSB to Hawaii Ave
14th St - WSB to Hawaii Ave
13th St WSB to Florida Ave
12th St - Florida Ave to Hawaii Ave.

6 St

Project 3

7th St Washington Ave to College
8th St - Washington Ave to College
9th St - Washington Ave to College
Spruce Ave - 7th St to 10th St
Maple Dr 10th St to Aspen Dr
Juniper Dr - Spruce to Aspen Dr

6 St

Project 4

Boyce Ave Abbott Ave to Bellamah Ave
Telles Ave – Boyce Ave to Bonnell Dr
Rolland Ave - Boyce Ave to Bonnell Dr
Highland Dr Park Ave to 18th St
Park Ave – 18th St to 19th St
19th St Juniper to Pontiac Dr
Pontiac Dr 18th St to Crescent Dr
Crescent Dr 18th St to Indian Wells

8 St

Project 5

Virginia Ave. 1st St to 10th St
Panoram Blvd Hamilton Rd. to Casady
Lilac Ln (end to end)
Mobile Ln – Constant to Panorama
Mobile Ct – Panorama to End
Incredible Ct – Panorama to End
Incredible Dr – Panorama to Constant Dr
Casady Court – Panorama to End
Casady Panorama to end
Constant Dr – Florida and Incredible Dr

10 St

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/6/2016

Report No: 16.

Submitted By:

Subject: Consider and act upon, sewer service issue at 1417 Cuba. (*Brian Cesar, Public Works Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to Staff.

Background:

Commission has requested that the area between Beverly Lane and 15th Street off of Cuba Avenue be reviewed for a possible alley extension and to resolve an issue that arose when the former property owner allowed neighboring property owners to connect to his sewer service line.

The alleyway between Beverly Lane and 15th Street is 16 feet wide, the area between the property at 1417 Cuba and the fence line of the adjacent property is 10 feet. This would require a taking of property from (4) residents and would make all (4) properties non-compliant with set-back requirements. Until an appraisal of the properties in question is completed, an estimate of the cost of the taking cannot be made. In addition, the overhead power line owned by PNM would need to be relocated at an estimated cost of \$25,000.

A new main line would need to be installed from the manhole in the City alleyway, east for approximately 200 feet where an additional new manhole would be installed. Six sewer service lines would need to be extended to the new sewer main line. Cost for the sewer portion of this project is estimated at \$28,800.

Total cost of this project is estimated at \$53,800 with the property cost to be added once an appraisal has been conducted. Funding for this project has not been included in this fiscal year's budget and would need to come from fund balance, if approved.

Commission is reminded that by Ordinance, sewer service lines are the property owners' responsibility.

Below are photos of the areas in question.





Staff is requesting direction from Commission.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/9/2016

Report No: 17.

Submitted By:

Subject: Consider, and act upon, the removal of the traffic signal at 1st & Canyon Road and the installation of a new traffic signal at 10th & Scenic. (*Brian Cesar, Public Works Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to Staff.

Background:

Commission has requested that the intersection of 1st Street and Canyon Road be evaluated to determine if a signal is warranted at this location and also if a new signal is warranted at 10th Street and Scenic Drive.

Canyon Road:

Attached to this agenda report is the study conducted by Souder, Miller & Associates in May of 2015. In the report, the intersection met only one of the warrants for a signalized intersection, #6 Coordinated Signal System. With the extension of Washington Avenue to the new school and middle school, traffic on Canyon Road has been reduced and bus traffic no longer uses this intersection.

If the signal is removed, Public Works would dismantle the existing equipment and store it for future knock downs in the area. In addition to the removal, \$17,500 would need to be budgeted to remove the extension of Canyon Road and for re-striping. The crosswalk that extends across 1st Street would be removed since this would no longer be a protected intersection.



10th Street and Scenic Drive:

Attached to this agenda report is the study conducted by HDR in July of 2011. The discussion for this intersection can be found on pages 143 to 155. In the report, the intersection met three of the warrants for a signalized intersection, #2 Four Hour Traffic Volume, #3 Peak Hour Volumes and #8 Roadway Network.

Since this location already meets three warrants for a traffic signal under present day conditions and will reach unacceptable LOS for the intersection and many individual intersection approaches by 2030, it is recommended that the traffic signal be considered a near-term or mid-term improvement, and should be installed within a 1 to 5 year time frame.

Cost for a new signalized intersection is estimated at \$280,000.



Staff is requesting direction from Commission.

First Street & Washington Avenue Intersection Improvements Project Corridor Signal Timing Plan Report

May 2015



Eric J. Hawton
05/27/2015



FIRST STREET & WASHINGTON AVENUE INTERSECTION IMPROVEMENTS PROJECT

CORRIDOR SIGNAL TIMING PLAN REPORT

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FIRST STREET & WASHINGTON AVENUE INTERSECTION IMPROVEMENTS PROJECT

CORRIDOR SIGNAL TIMING PLAN REPORT

FIGURES

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APPENDICES

Appendix A – 2015 Traffic Counts
Appendix B – Crash Data
Appendix C – Intersection LOS Reports
Appendix D – Corridor Traffic Signal Timing Reports
Appendix E – South Canyon Road Traffic Signal Warrant Report

1.0 PROJECT DESCRIPTION AND SUMMARY

1.1 Location

The project is located at the intersection of First Street & Washington Avenue in Alamogordo, New Mexico. Project Location Map (Figure 1.1) is shown on Page 2 and Project Vicinity Map (Figure 1.2) is located on Page 3. The entire project is located within the City of Alamogordo (COA or City).

1.2 Project Description

The intersection of First Street and Washington Avenue was identified by the City for intersection geometric improvements, signalization and extending Washington Avenue south to provide access to the Middle and Elementary schools.

First Street is a east-west arterial street and is approximately 2.5 miles in length. First Street begins at the Alamogordo Relief Route and terminates at the intersection of Scenic Drive. Washington Avenue is approximately 2.0 miles in length. Washington Avenue now begins at the intersection of begins at the intersection of Playa Azul Street and terminates at the intersection of Indian Wells Road.

As a part of the improvements for the project; interconnecting the signalized intersections of Cuba Avenue, Washington Avenue and South Canyon Road was needed due to the close spacing between these three intersections. Intersection design plans for the project were completed in December 2013 and construction was completed in the Fall of 2014. Due to the close spacing of the intersections, it became necessary to provide the City with a corridor signal timing plan for peak hour conditions (i.e. AM, Mid-Day and PM) to maintain adequate traffic operations.

1.3 Project Objective

The project objective is to evaluate 2015 traffic operations and intersection geometrics and to determine if any improvements are warranted to enhance/improve intersection safety and overall operations.

FIRST STREET & WASHINGTON AVENUE INTERSECTION IMPROVEMENTS PROJECT CORRIDOR SIGNAL TIMING PLAN REPORT

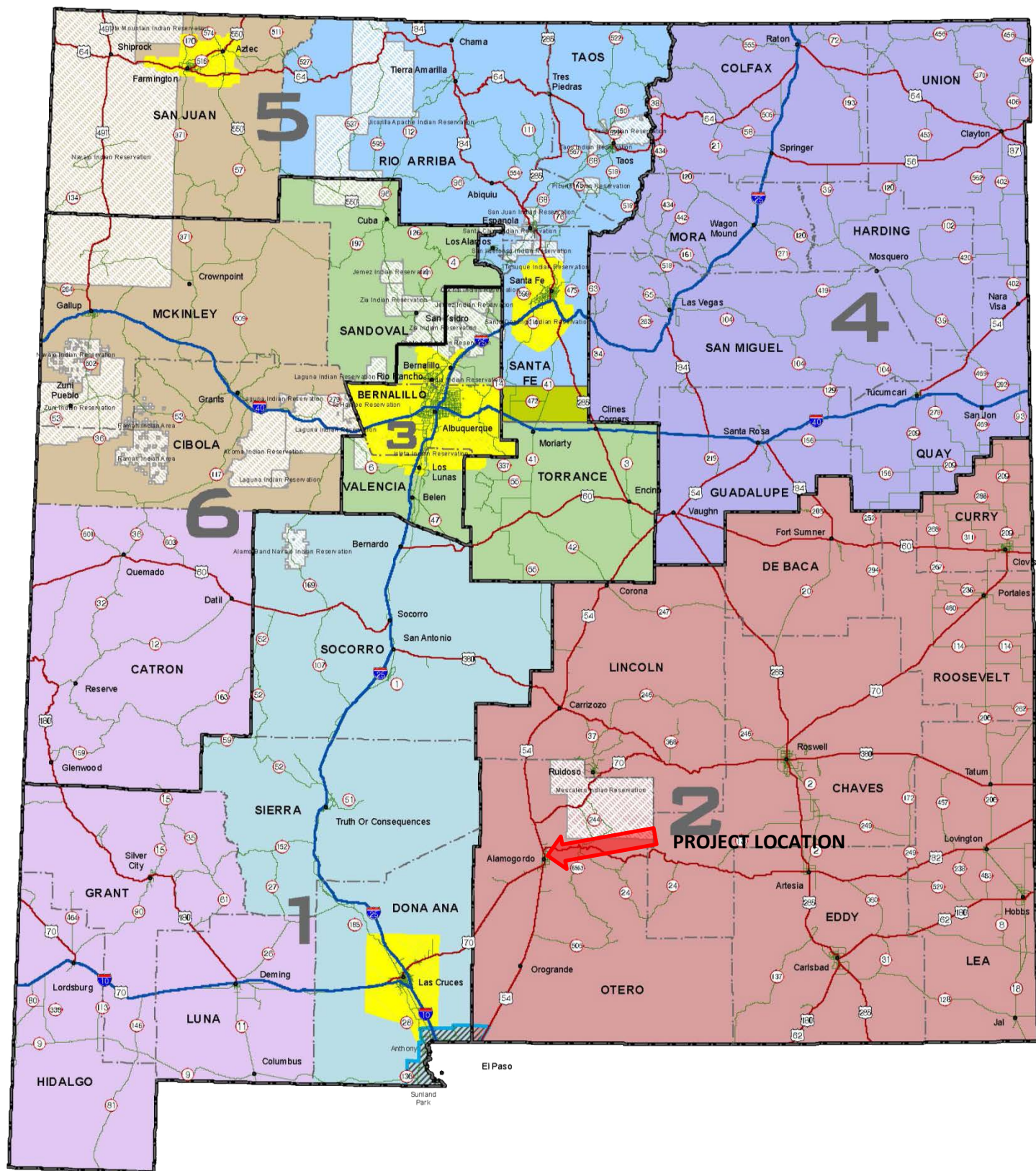


Figure 1.1
Project Location Map

**FIRST STREET & WASHINGTON AVENUE INTERSECTION IMPROVEMENTS PROJECT
CORRIDOR SIGNAL TIMING PLAN REPORT**



Figure 1.2

Project Vicinity Map

FIRST STREET & WASHINGTON AVENUE INTERSECTION IMPROVEMENTS PROJECT

CORRIDOR SIGNAL TIMING PLAN REPORT

2.0 ENGINEERING ANALYSIS

2.1 Traffic Data

12-Hour turning movement counts (TMC) were collected by Mike Henderson Consulting on January 13, 2015 (Thursday) for all approaches of each intersection in the project corridor.

Figures 2.1, 2.2 and 2.3 on next three pages identify the volumes and turn movements for the AM, Mid-Day and PM Peak Hours for 2015.

Copies of the collected counts and the projected volumes can be found in Appendix A.

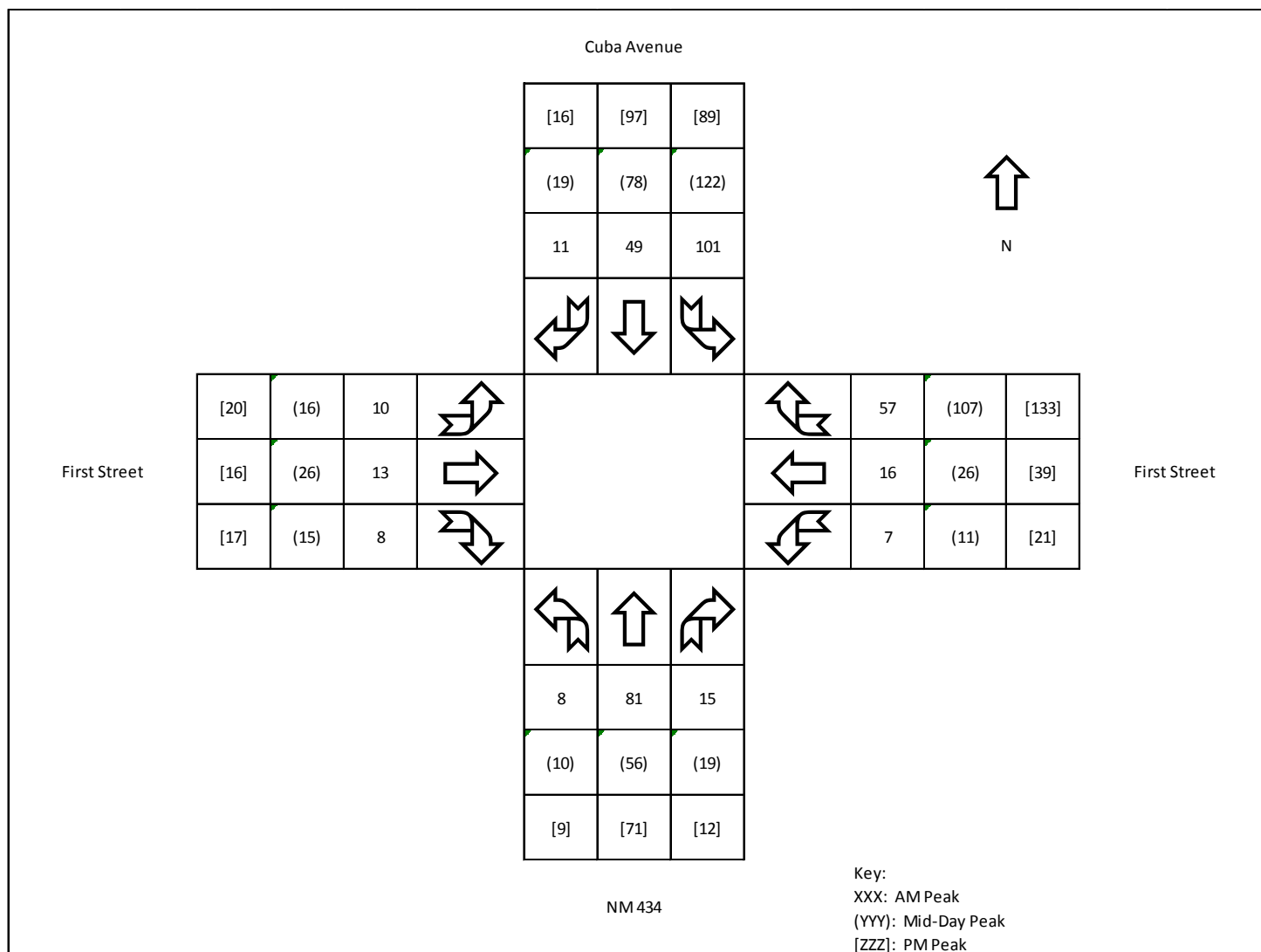


Figure 2.1

First Street & Cuba (2015) Turning Movement Count

FIRST STREET & WASHINGTON AVENUE INTERSECTION IMPROVEMENTS PROJECT
CORRIDOR SIGNAL TIMING PLAN REPORT

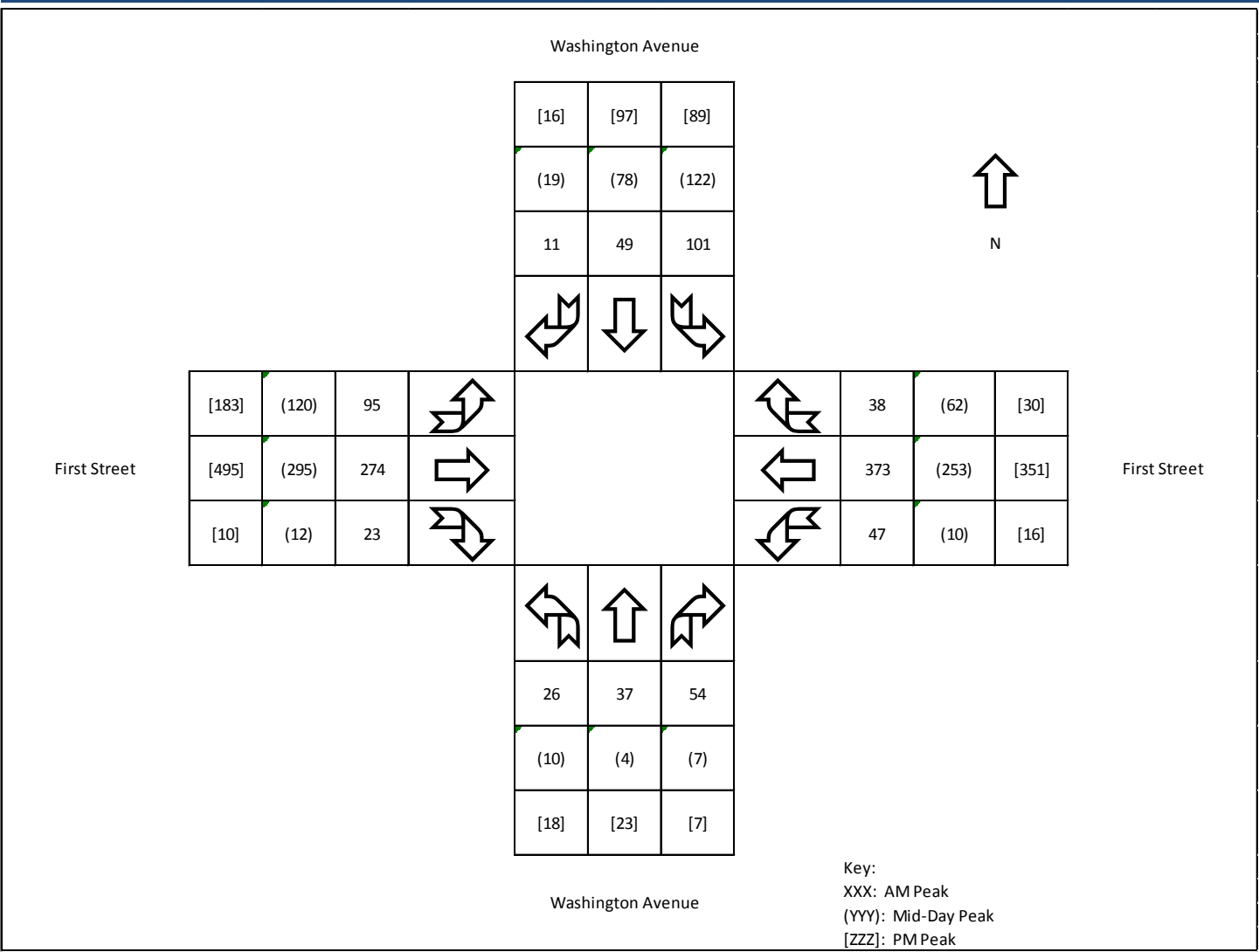


Figure 2.2
First Street & Washington Avenue Turning Movement Count

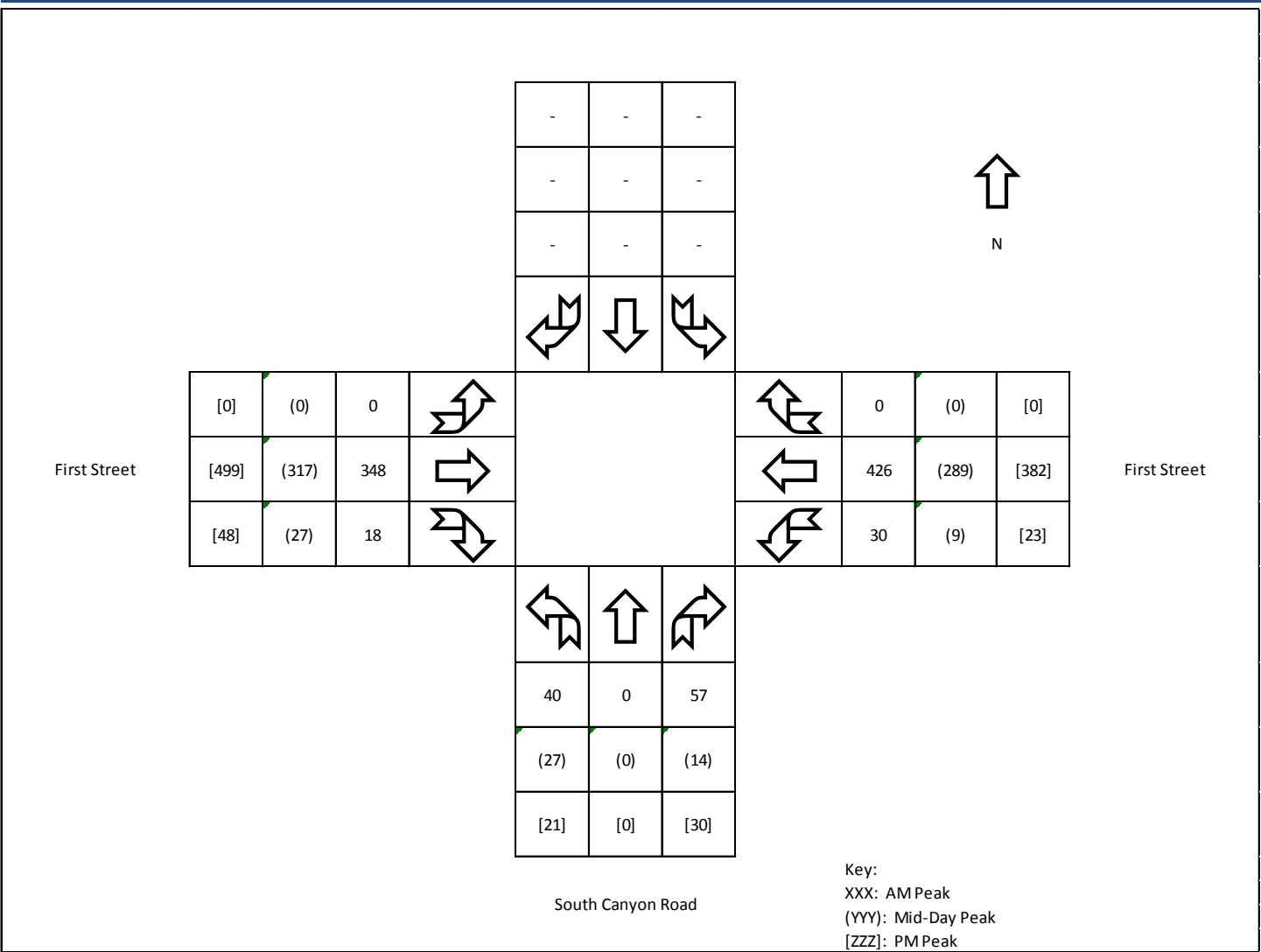


Figure 2.3
First Street & South Canyon Road

FIRST STREET & WASHINGTON AVENUE INTERSECTION IMPROVEMENTS PROJECT

CORRIDOR SIGNAL TIMING PLAN REPORT

2.2 Crash Data

Crash data for a five (5) year period (2006 – 2011) was requested from the NMDOT - Traffic Safety Bureau. There were no reported crashes at these intersections for 2012 and 2013. No crash data was available for 2014. For the entire corridor from 2006 thru 2011 there were a total of 72 crashes reported for the three (3) intersections within the project corridor.

Table 2.1 below shows a breakdown of the type of crashes reported for each year at each of the intersections within the corridor.

		2006				2007				2008				2009				2010				2011				2006-2011			
		PDO	INJ	FAT	TOTAL	PDO	INJ	FAT	TOTAL	PDO	INJ	FAT	TOTAL	PDO	INJ	FAT	TOTAL	PDO	INJ	FAT	TOTAL	PDO	INJ	FAT	TOTAL	PDO	INJ	FAT	TOTAL
First Street	Cuba Avenue	3	1	0	4	5	2	0	7	2	0	0	2	2	0	0	2	2	5	0	7	5	1	0	6	19	9	0	28
First Street	Washington Avenue	6	3	0	9	6	3	0	9	6	1	0	7	0	0	0	0	0	2	0	2	3	1	0	4	21	10	0	31
First Street	South Canyon Road	1	1	0	2	1	1	0	2	1	1	0	2	3	0	0	3	0	2	0	2	2	0	0	2	8	5	0	13
TOTALS		10	5	0	15	12	6	0	18	9	2	0	11	5	0	0	5	2	9	0	11	10	2	0	12	48	24	0	72

Table 2.1
Intersection Crash Data

Crash reports are shown in Appendix B.

2.3 Traffic Operational Analysis

2.3.1 Existing Traffic Operations

Traffic operations analyses for the build conditions along the corridor were completed for the three (3) signalized intersections. The operations were evaluated using the current version of Synchro software. The operations analyses were completed for the AM, Mid-Day & PM Peak hours of a typical weekday for the facility.

The operational performance of an intersection or a highway facility is based on Level of Service (LOS) criteria. LOS is a term used to qualitatively describe roadway and intersection traffic operations. LOS is expressed in letter grade format from A to F, with LOS A representing the best operating conditions and LOS F representing the worst. For a more detailed description of LOS, please refer to the Highway Capacity Manual.

Per the NMDOT State Access Management Manual, LOS C for rural conditions and LOS D for urban conditions are acceptable measures. In either case a LOS F shall not be accepted for individual movements.

The traffic operations for the three (3) intersections and individual movements show an acceptable LOS for urban conditions for 2015 with a 90 second cycle length. Table 2.2 on the next page is a summary of the AM, Mid-Day, and PM levels of service (LOS) for the peak hours at each of the three intersections.

**FIRST STREET & WASHINGTON AVENUE INTERSECTION IMPROVEMENTS PROJECT
CORRIDOR SIGNAL TIMING PLAN REPORT**

INTERSECTION	Peak Period	Cycle Lenth (sec)	LOS BY APPROACH MOVEMENT												INTERSECTION		
			EB			WB			NB			SB			DELAY (sec/veh)	LOS	MAX (v/c)
			L	T	R	L	T	R	L	T	R	L	T	R			
First Street & Cuba Ave	AM	90	A	A	-	-	A	-	-	-	-	D	-	B	7.0	A	0.73
	MID	90	A	A	-	-	A	-	-	-	-	D	-	B	6.2	A	0.67
	PM	90	D	A	-	-	B	-	-	-	-	D	-	A	15.3	B	0.69
First Street & Washington Ave	AM	90	A	A	-	A	A	-	C	D	A	C	D	B	11.1	B	0.4
	MID	90	A	A	-	A	A	-	C	D	A	D	D	A	7.4	B	0.44
	PM	90	A	A	-	A	A	-	C	D	A	D	D	B	10.3	B	0.62
First Street & South Canyon Rd	AM	90	-	A	A	A	A	-	B	-	-	-	-	-	4.5	A	0.47
	MID	90	-	A	A	A	A	-	C	-	-	-	-	-	4.2	A	0.28
	PM	90	-	A	A	A	A	-	C	-	-	-	-	-	2.8	A	0.3

Table 2.2
Intersection Traffic Operations Summary

With intersection at First Street & Washington now signalized and the intersections at Cuba Avenue, Washington Avenue and South Canyon Road interconnected, the AM, Mid-Day and PM peak hour capacity analyses are showing acceptable LOS for all three intersections and individual movements along the project corridor.

Detailed Synchro report analysis reports for AM, Mid-Day and PM peak hours are located in Appendix C. Corridor signaling timing plans for the three intersections are located in Appendix D.

2.3.2 First Street & South Canyon Road Signal Warrant Analysis

The intersection of First Street & South Canyon Road was improved and signalized back in 1999. The signalization of this intersection was warranted based on a Safe Routes to School study that determined South Canyon Road would be the primary access for school bus traffic to the Middle School. Now that the primary access to the Middle School and new Elementary School will be provided at the intersection of First Street & Washington Avenue it was determined that a new warrant study be conducted at First Street & South Canyon to determine if the intersection still warranted signalization based on new traffic counts.

Signal warrant analysis is based on the Manual on Uniform Traffic Control Devices, 2009 Edition (MUTCD 2009), Part 4 – Highway Traffic Signals warrant criteria for traffic signal installation, existing traffic volumes, current geometric conditions and posted speed limits. The MUTCD identifies eight (8) individual warrant criteria characteristics. See Table 2.3 on Page 9, in which, at a minimum, one (1) warrant must be met in order to justify the installation of a traffic signal. It should be understood that meeting a warrant or warrants does not automatically or in whole justify the installation of a traffic signal. Engineering judgment and additional analysis of the intersection should also be considered. Table 2.4 on Page 9 summarizes the warrant analysis for this intersection.

Signal Warrant	Warrant Description
# 1A	Eight-Hour Minimum Vehicular Volume
# 1B	Eight-Hour Interruption of Continuous Traffic
# 2	Four-Hour Vehicular Volume
# 3	Peak Hour
# 4	Pedestrian Volume
# 5	School Crossing
# 6	Coordinated Signal System
# 7	Crash Experience
# 8	Roadway Network

Table 2.3
MUTCD Traffic Signal Warrant Criteria

Signal Warrant	First Street & South Canyon Road
# 1A	Not Satisfied
# 1B	Not Satisfied
# 2	Not Satisfied
# 3	Not Satisfied
# 4	Not Satisfied
# 5	Not Satisfied
# 6	Satisfied
# 7	Not Satisfied
# 8	Not Satisfied

Table 2.4
Traffic Signal Warrant Analysis Summary for First Street & South Canyon Road

Based on the results of the warrant analysis for the 2015 volumes, only warrant that is satisfied for the intersection of First Street & South Canyon Road is Warrant 6 (Coordinated Signal System). Without signal coordinated system interconnecting the three intersections along the corridor, the intersection of First Street & South Canyon Road would not warrant being a signalized intersection.

Traffic signal warrant report for South Canyon Road is located in Appendix E.

3.0 CORRIDOR TIMING IMPROVEMENTS

The input values that were used were taken from various sources. Traffic counts collected on January 13, 2015, by Mike Henderson, for turning movements, peak hour factor (PHF) and heavy vehicle percentages. In order to establish the existing conditions baseline, we used the timing plans provided by the City are split into timing patterns (1 thru 4), to which patterns 2, 3 and 4 are associated with am, mid-day and pm peaks respectively. Lane configurations and turn-bay lengths were taken from existing mapping/orthographic and street level photography available through the internet.

3.1 First Street & Cuba Avenue

The existing condition shows a westbound left turn, which does not have a receiving lane so the left turn phase was ignored. Timing plans closely match the February timing plans supplied by Wilson & Co. with the exception of the westbound left turn phase. Additionally, we allowed for lead-lag optimization of the left turn phase and in the pm peak model this was utilized for phase 5 – eastbound left turn, lags the westbound thru movement.

3.2 First Street & Washington Avenue

Similar to the Cuba Avenue intersection the left turn optimization resulted in left turn phases lagging thru movements in the am and midday peak scenarios. Despite these differences, the timing plans provided closely match the Wilson & Co. timing plans.

3.3 First Street & South Canyon Road

The only concern for the South Canyon Road intersection is that the Wilson & Co. timing plans show the northbound approach as a single left and single right turns instead of dual left with a combination right turn, so the capacity is slightly different. Additionally, Wilson & Co. modeled the eastbound approach as a dual through with a combination right turn. However, review of the intersection shows a dedicated right turn lane adjacent to the two through lanes. Our analysis reflects the dual through with a dedicated right turn lane. In both the am and mid-day peak plans left turn phases, lag the opposing thru movements. Despite these differences, the timing plans provided closely match the Wilson & Co. timing plans. As a part of our scope, we were tasked with conducting a signal warrant study for the intersection of First Street & South Canyon Road. As you are aware, when the traffic signal at South Canyon was installed back in early 2000, it was warranted on the basis that South Canyon provided direct access to the school. With the construction of the intersection at extending Washington Avenue to the now being the primary access to the school. After running the warrant study, as a stand alone intersection South Canyon does not meet any of the eight (8) warrants for signalization. As a part of the design phase, we interconnected the intersections at Cuba Avenue, Washington Avenue and South Canyon Road. As these intersections are all interconnected, the signal at South Canyon does meet warrant #6 (coordinated signal system). Enclosed is the signal warrant study report for your review.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/9/2016

Report No: 18.

Submitted By: Nancy Jacobs

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Parks and Recreation Board, and the Public Library Board

Background:

Airport Zoning Board. Three (3) vacancies. Staff Liaison -Veronica Ortega
(Opening due to the expiring term of Darron Williams and the resignation of Frank Nelson and Paul Vigneault.) No nominations received.

Alamogordo Disability Council. One (1) vacancy. Staff Liaison - Edward Balderrama
(Openings due to the expiring term of Rita Martinez) No nominations received.

Community Development Advisory Committee. Four (4) vacancies. Staff Liaison - Stella Rael
(Opening due to the expiring term of Bruce Knee and Tony Alger, and the resignation of Eddie Kemp and Arthur Alterson) No nominations received.

Housing Authority Advisory Board. Two (2) vacancies. Staff Liaison - Evelyn Huff
(Opening due to the expiring term of Kandace Daugherty and the resignation of Angela Mauldin) No nominations received.

Mayors Committee on Aging. Three (3) vacancies. Staff Liaison – Britney Courtier
(Openings due to the resignation of Dawn Lewis, David Day and Josephine Chavez)
No nominations received.

Parks and Recreation Board. One (1) vacancy. Staff Liaison - Veronica Ortega
(Opening due to the expiring term of Ray Vincent)
The following individual is interested in being appointed:
Ray Vincent - if re-appointed this will be his fourth term.

Promotion Board. One (1) tourism related vacancy. Staff Liaison - Jan Waffull (Opening due to the

resignation of Kathleen Beall) No nominations received.

Public Library Board. Two (2) vacancies. Staff Liaison – Melissa Garcia
(*Opening due to the expiring term of Joann Reynolds and Karen Hutchison*)

The following individual is interested in being appointed:

Karen L. Hutchison - if re-appointed, this will be her third term.

Senior Volunteer Programs Advisory Council. Four (4) vacancies. Staff Liaison - Julie Baker (*Openings due to the resignations of Laura L Blackmon, William Whitley, Thomas Rich V, and James Rodgers.*) No nominations received.

**PARKS AND RECREATION
BOARD**

RECEIVED
AUG 30 2016
CITY CLERK

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

Name: Raymond A. Vincent

Home Phone: 575/437-2578

Work Phone: _____

Cell Phone: 575/430-7383

Fax No: _____

e-mail address: 2rayvincent@gmail.com

Physical Address: 2120 Heights Circle, Alamogordo, NM 88310

Is the above address within City limits? Yes XX No

Mailing Address: 2120 Heights Circle, Alamogordo, NM 88310

Present Employer: retired from Alamogordo Public Schools

Board/Committee you wish to serve on:

First Choice: Parks and Recreation Advisor Board

Second choice:

Are you related to anyone who is presently employed by the City of Alamogordo:

Yes ___ No XX if so, what is their relation to you _____

Experience and education relating to the Board/Committee: Worked 41 years in public education, was the high school swim coach for six years and have served on the board previously.

Please indicate your interest in serving on a City Board/Committee: Am interested in providing the best quality of life facilities in Alamogordo that is possible for not only the current residents but also to assist in attracting new people and businesses to our area.

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


8/30/16

PUBLIC LIBRARY BOARD

RECEIVED
AUG 19 2016
CITY CLERK

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

Name: Karen L. Hutchison
Home Phone: 437-4686 Work Phone: _____
Cell Phone: 571-7645 Fax No: _____
e-mail address: khutchis@nmsu.edu
Physical Address: 1203 Juniper Dr.
Is the above address within City limits? Yes ☒ No _____
Mailing Address: 1203 Juniper Dr.
Present Employer: _____ Job Title: Programmer/Analyst

Board/Committee you wish to serve on:

First choice: Alamogordo Public Library Advisory Board

Second choice: _____

Are you related to anyone who is presently employed by the City of Alamogordo?

Yes _____ No ☒ If so, what is their relation to you? _____

Are you related to any Elected Official of the City of Alamogordo?

Yes _____ No ☒ If so, what is their relation to you? _____

Experience and education relating to the Board/Committee:

I am currently serving on the Alamogordo Public Library Advisory Board and
would like to continue in this advocacy and advisory capacity.

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

Serving on a City Board is one way to invest in Alamogordo. Constructive citizen
participation makes a city stronger.

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (505)439-4205
FAX: (505)439-4388

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 09/13/2016

Report Date: 9/9/2016

Report No: 19.

Submitted By: Nancy Jacobs

Subject: Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss: purchase, acquisition or disposal of real property (Scenic Dr. extension); and purchase, acquisition or disposal of real property (First/Florida realignment). **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: