Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

September 27, 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 a 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 by a representative of the White Sands Balloon Invitational Committee related to the waiver of park/electrical fees by the City for any future Balloon Invitational events at the Balloon Park. *(Bill Butler, Balloon Committee member)*

2. Presentation by Michael Shyne concerning the annual salary for the City of Alamogordo City Manager. *(Michael Shyne, presenter)*

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.

3. Approve the minutes for the August 23, 2016 and September 13, 2016 Regular Meetings, and September 19, 2016 Special Meeting. *(Nancy Jacobs, City Clerk)*

4. Approve the statements related to the Executive Session held on September 13, 2016. *(Nancy Jacobs, City Clerk)*

5. Consider, and act upon, Resolution 2016-38 accepting the Assistance to Firefighter Operations and Safety Grant Award from the US Department of Homeland Security - Federal Emergency Management Agency, in the amount of $69,000, including a local match of $6,272 *(Mikel Ward, Fire Chief).* **(Roll Call Vote required)**

6. Consider, and act upon, Resolution 2016-41 for an agreement with Department of Finance and Administration to accept Capital Appropriation for the Family Recreation Center Locker Room Renovation. (*Veronica Ortega, Community Services Director*) **(Roll Call Vote required)**

7. Consider, and act upon, four agreements with Otero County for Transportation, Meals on Wheels/La Luz, RSVP Services and Alamogordo Library Services for County residents. (*Veronica Ortega, Community Services Director*)

8. Consider, and act upon, a bid award of IFB 2016-07 Hot Mix, to AggTec LLC to be utilized by various departments. *(Barbara Pyeatt, Chief Procurement Officer)*

ITEMS REMOVED FROM CONSENT AGENDA

UNFINISHED BUSINESS

9. Direction to Staff regarding Bubble options for the Family Recreation Center pool. *(Maggie Paluch, Acting City Manager)*

10. Consider, and act upon, funding for the NM Aviation Aerospace Career Expo on October 6, 2016. *(Maggie Paluch, Acting City Manager)*

NEW BUSINESS

11. Consider, and act upon, Resolution 2016-39 approving the lease of the Housing Authority Learning Center located at 1614 Abuelito to the Otero Hunger Coalition. *(Evelyn Huff, Housing Authority Manager)* **(Roll Call Vote required)**

12. Consider, and act upon, Mesa Village Unit 3 final plat for The Heritage Group, LLC [Case # S-2016-0008A) located within the Mesa Village Subdivision. *(Stella Rael, Planning and Zoning Administrator)*

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

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

15. Consider, and act upon, an appeal by Robert Gutierrez of the repair of his sewer service line located at 1314 Hendrix. *(Mikel Ward, Fire Chief)*

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

WORK SESSION

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

EXECUTIVE SESSION (Roll Call Vote Required)

18. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss: limited personnel matters (PSAP staffing and Acting City Manager direction). **(Roll Call Vote required)**

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/21/2016 **Report No:** 1.

Submitted By: Nancy Jacobs

Subject: Presentation by a representative of the White Sands Balloon Invitational Committee related to the waiver of park/electrical fees by the City for any future Balloon Invitational events at the Balloon Park. *(Bill Butler, Balloon Committee member)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: Mr. Butler is the spokesman for the White Sands Balloon Committee. This year's White Sands Balloon Invitational was held on September 17-18, 2016. In the past, one of the assistant city managers told this group they would have the Balloon Park free of charge for the Balloon Invitationals; nothing was put in writing.

The WS Balloon Committee reserved the park and paid the fee this year, but would like to ask for a waiver for any events in the future. The current rate is $54.50 for electricity and park rental.

The City Clerk's office explained they would need to reserve the Balloon Park in advance next year, and every year in order to present a waiver of fee to the City Commission for their consideration.

RECEIVED
SEP 07 2016
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: SEPT. 7 2016

Date of Meeting: SEPT. 13 2016

Name: BILL BUTLER (COMM. MEMBER/SPOKESMAN)

Address: 22 CAMINO VALLE VERDE
ALAMOGORDO NM ZIP 88310

Phone Number: 970-846-3736

E-Mail Address: hotairbill @ YAHOO. 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

PRESENTATION BY WHITE SANDS BALLOON INVITATIONAL COMMITTEE REQUESTING SUPPORT FROM COMMISSION BY WAIVING USE FEE FOR BALLOON PARK FOR SEPT. 17 2016 AND ANY FUTURE BALLOON EVENTS.

Signature: [signature]

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

Phone: (575) 439-4205 Fax: (575) 439-4396 E-mail: njacobs@ci.alamogordo.nm.us

Revised 3/2/2016

Mary Pavia

From: whitesandsballoons <whitesandsballoons@gmail.com>
Sent: Friday, September 02, 2016 7:27 PM
To: Mary Pavia
Subject: RE: White Sands Balloon Invitational

Mary,

No one has ever mentioned anything about going to the City Commission until you told me today. I am forwarding this message to the person who was in on the original conversation when the Park was built for our use and to our specifications.

By the way, the receipt that I received in June is dated June 2016.

Pam

Sent from my Verizon 4G LTE smartphone

-------- Original message --------
From: Mary Pavia <mpavia@ci.alamogordo.nm.us>
Date: 9/2/16 11:57 AM (GMT-07:00)
To: whitesandsballoons@gmail.com
Cc: Veronica Ortega <vortega@ci.alamogordo.nm.us>, Cheryl OteroBaker <coterobaker@ci.alamogordo.nm.us>, Bonnie Gipson <bgipson@ci.alamogordo.nm.us>
Subject: White Sands Balloon Invitational

Good Morning Ms. McCarty -

After speaking with you I spoke with the City Clerk's office regarding the requirements for waiving the $54.50 fees for the electricity and park rental for the White Sand Balloon Invitational. As previously discussed, you will be required to appear before the City Commission in order to request the fees be waived. It is my understanding that you were told months ago by Shannon Petsche, the Recreation Center manager, that you would be required to appear before the Commission to have the fees waived. In order for you to appear, you must first obtain the appropriate paperwork for this request from the Clerk's office. Your paperwork must be completed and turned into the Clerk's office no later than 4:00pm on Tuesday September 6. When you turn that paperwork in you must also turn in a copy of your liability insurance as well. The liability insurance is a requirement and has been since you first booked with the Recreation Center.

I understand that you were previously told by Matt McNeile that you wouldn't have to pay any fees and that you were grandfathered in, unfortunately Mr. McNeile is no longer with us and in order for the fees to be waived you are required to appear before the City Commission and make that request every year. The process is the same for everyone who wants their fees waived. They are required to fill out a request form and appear before the Commission. I thank you in advance for your cooperation. Please let me know if I can be of further assistance.

Thanks,

Mary J. Pavia

Community Services Executive Assistant

City of Alamogordo

1376 E. 9th Street

Alamogordo, NM 88310

Phone: (575) 439-4279

Fax: (575) 439-4103

"When one door closes another door opens, but we so often look so long and regretfully upon the closed door, that we do not see the ones which open for us." - Alexander Graham Bell

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/21/2016 **Report No:** 2.

Submitted By: Nancy Jacobs

Subject: Presentation by Michael Shyne concerning the annual salary for the City of Alamogordo City Manager. *(Michael Shyne, presenter)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background:

[redacted]

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 9/19/16

Date of Meeting: 9/27/2016

Name: Michael Shyne

Address: P.O. Box 554

Alamogordo, NM **ZIP** 88310

Phone Number: (575) ~~435~~ 405-0911 (cell)

E-Mail Address: C3@TULAROSA.NET

Item requested will be for: **(Please check one)**

[X] 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

Case & Justification for $200,000 Annual Salary for Alamogordo City Manager

Signature: [signature]

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

Phone: (575) 439-4205 **Fax:** (575) 439-4396 **E-mail:** njacobs@ci.alamogordo.nm.us

Revised 3/15/2016

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/12/2016 **Report No:** 3.

Submitted By: Nancy Jacobs

Subject: Approve the minutes for the August 23, 2016 and September 13, 2016 Regular Meetings, and September 19, 2016 Special 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.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
AUGUST 23, 2016

RICHARD BOSS, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
SUSAN PAYNE, COMMISSIONER
AL HERNANDEZ, MAYOR PRO-TEM
ERICA MARTIN, COMMISSIONER
MAGGIE PALUCH, ACTING CITY MANAGER
CANON STEVENS, ACTING CITY ATTORNEY
NANCY JACOBS, CITY CLERK

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

Mayor Boss called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. Clerk Jacobs announced there was a quorum present. Invocation was given by Father Tom Arrowsmith-Lowe, and the Pledge of Allegiance and Pledge to the New Mexico Flag were led by Commissioner Martin.

APPROVAL OF AGENDA

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

PRESENTATIONS

1. Presentation of the Otero County Economic Development Council (OCEDC) Quarterly Report. *(Mike Espiritu, President/CEO of OCEDC)*
Mike Espiritu gave a Power Point presentation of OCEDC activities and accomplishments for the past quarter (see Agenda book for presentation and report).

PUBLIC COMMENT

Mayor Boss announced those who wish to speak to the item concerning the City pool will speak during that item (9). He recognized there was community support for a covered pool and so he would extend the comment time from three minutes to six minutes per speaker. He felt this commission recognized the importance of improving the quality of life for Alamogordo and wished to pick the best alternative for the citizens.

Paul Sanchez commented on the following:
Mr. Sanchez talked about the Infrastructure Capital Improvement Plan Public meeting held on Monday, August 15, 2016, at the library. He was concerned that only three department heads came to the meeting to present their items. He complimented the Fire Chief, Police Chief and Parks Department Supervisor for their presentations that evening.

CITY MANAGER'S REPORT

Acting City Manager Maggie Paluch made the following remarks:
1) Acting City Manager Paluch said we are on schedule with the First and Florida project, and hope to award by October 11th, with construction to begin the first part of November.
2) She referred to removing the traffic light at Canyon and First Street and said the Commission would consider this at a future meeting. Staff would bring forward the possibility of installing a traffic light at Tenth and Scenic.

3) Ms. Paluch updated information on the Sahara Apartments, saying the hearing on this had been vacated by the judge on August 11th and had not been reset. The foreclosure of the municipal liens case was set for a non-jury trial on October 28, 2016, at 9:00 a.m.
4) Ms. Paluch pointed out the new wall built this week by Splash Park. This wall would protect the Splash Park and pool from blowing dirt and debris.
5) She told the Commission the asbestos abatement of the Old Bowling Alley on South Florida was complete. Reports had been sent to the State and the City had completed and submitted application for demolition under our GB98 permit. Once the permit was received, city crews would remove the building from the property.
6) This Friday is the last Fourth Friday for this summer. She said to arrive early because there have been large crowds all summer long.
7) The Acting City Manager congratulated Tara Melton with the Alamogordo Daily News for being voted by the citizens of Alamogordo as the ADN Employee of the Year.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

None

CONSENT AGENDA

2. Approve the minutes for the August 9, 2016 Regular Meeting. *(Nancy Jacobs, City Clerk)*

3. Approve the statement related to the Executive Session held on August 9, 2016. *(Nancy Jacobs, City Clerk)*

4. Consider, and act upon, Resolution No 2016-36 approving a Grant Agreement between the City of Alamogordo and the New Mexico Department of Finance and Administration, Local Government for Special Appropriation Project 16-A2467 in the amount of $200,000 to purchase and equip police vehicles. *(Daron Syling, Police Chief)* (Roll Call Vote required)

5. Consider, and act upon, approval of Amendment No.1 to the Engineering Professional Services Agreement with Smith Engineering Company for the McKinley Channel Utility Relocation project. *(Nancy Beshaler, Project Manager)*

7. Consider, and act upon, final publication of Ordinance No. 1525 amending Section 18-01-030 of the Code of Ordinances concerning Municipal Court conditional discharge. *(Lauren Truitt, Asst. City Attorney)* (Roll Call Vote required)

8. Consider, and act upon, final publication of Ordinance No. 1526 amending Section 24-01-020 of the Code of Ordinances pertaining to reckless driving, by strengthening the penalty for such crime. *(Lauren Truitt, Asst. City Attorney)* (Roll Call Vote required)

Commissioner Martin asked to remove Item 6 from the Consent Calendar.

Mayor Pro-Tem Hernandez moved to approve items 2, 3, 4, 5, 7 & 8 of the consent calendar. Commissioner Baldwin seconded the motion. Roll call was taken for items No. 4, 7 & 8. Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

6. Consider, and act upon, approval of an application for participation in the Fire Protection Fund Grant FY 2017 for the Alamogordo Fire Department. *(Mikel Ward, Fire Chief)*

Commissioner Martin asked Fire Chief Ward to clarify the amount of matching funds - $20,000 or $25,000. The Fire Chief told her they require a 20% match, but they do their calculation on the full $125,000 instead of the $100,000, so the required match would be $25,000.

Mayor Pro-Tem Hernandez moved to approve an application for participation in the Fire Protection Fund Grant FY 2017 for the Alamogordo Fire Department. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

UNFINISHED BUSINESS

9. Consider, and act upon, options for pool coverings for the Family Recreation Center pool. ***(Maggie Paluch, Acting City Manager)***

Community Services Director Ortega came forward and gave history and statistics on the current pool. Community Services Director Ortega said she would explain staffing numbers, the number of patrons served, revenues collected and expenses for October 2015 through August 2016. She noted the pool was built in 1995 and the pool deck was done in May of 2014; the bubble track was replaced on March 20, 2014. The pool has an approximate lifespan of 15-20 years in its current state, if not resurfaced. The bubble was purchased in 1995, replaced in 2003 and retired 13 years later in 2016 – three years past its life expectancy.

Pool staffing during the summer months from June to August is: one aquatic supervisor, one part-time head lifeguard, five part-time regular lifeguards, six seasonals. Statistics for the participants, revenues and expenditures during the winter months of October 2015 through April 2016 were as follows: Patrons served – 2,394, Revenues - $26,134 and Expenses - $474,285. The summer months of May 2016 to August 19, 2016 statistics were as follows: Patrons served – 8,733, Revenues - $43,300 and Expenses - $354,246.

Public Works Director Cesar said the bubble that had just been retired was a little over 13 years old; the doors, air handler and other additional equipment were original. He had a list of 18 different reasons the bubble needed to be retired, some of which were previous tears and cuts that needed further repair by the company, mold inside that was embedded too deep to clean, all three outside doors and parts were rusted so bad they were beyond repair, inside of revolving door which was over 22 years old was beyond repair, and inside baffles that were tearing.

Public Works Director Cesar told the Commission his department had been called in to assess the condition of the pool and pump house, and asked to take over the maintenance. The Commissioners had previously approved to replace the pool heater damaged beyond repair and media in the sand filters. The new heater should have a lifespan of 20-25 years, and the media should have a life expectancy of over 10 years. The pool would be closed once to install the sand filters, the pump, and the heater. There wasn't a way to heat the pool presently, so the public could expect cooler water temperatures.

Acting City Manager Paluch reiterated the bubble could not go back up. She noted the on-line survey proved the public overwhelmingly wanted to see the pool covered.

Edward Balderrama, Project Manager offered three options for an enclosed facility. The first was to build an enclosure over the existing pool which was translucent and had polycarbonate panels; it could have retractable roof panels made out of aluminum. The Splash Park could not be enclosed because the engineering would cost too much. One company gave the estimate of $125 per square foot for the enclosure only; this totals approximately $2.5 million without tax. This would not include the Splash Park or any kind of upgrade to the existing electrical or mechanical systems needed to pull air out of the enclosure.

Mr. Balderrama explained a metal building would be less expensive, but it wouldn't look very attractive and there would be issues with corrosion; again, it would not include the Splash Park area in which the City had invested about $535,000. The electrical and mechanical systems would need to be upgraded, also. An estimate for a metal building alone was about $800,000.

Another option he gave the Commission was to build a new pool, half the size of our current pool. The benefit would be that we could choose whatever enclosure we wanted. He described a tinseled [tensioned] membrane structure such as that used for training facilities and pointed out the picture in the agenda book which was about twice as big as he was proposing. Benefits of this option were we would not lose the Splash Park and it could be built wherever and however we wanted. He pointed out the estimates he compiled in the agenda book and said the pool costs were based on USA Swimming which uses $180 per square foot. He reiterated these various costs were his opinion and were not actual. Mr. Baldrrama said there was another number given to one of the commissioners by Livarck of $125 per square foot, and that is the number he used, although they estimated the wrong sized pool. Again, he said he would not recommend a metal building.

Acting City Manager Paluch asked him about the number for the enclosed facility, and he told her that company had constructed a facility in 2004, 100 ft. x 135 ft. which was larger than ours, and for the cover alone it cost $725,000. There were panels on the roof for light and garage-type doors on one side. We would put the doors in a row so as to expose the existing pool area and eliminate blind spots.

Assistant City Manager Paluch said if the idea of a new pool was acceptable to the commission, it would be placed next to the existing pool. It would be half the size of the current pool, and the two pools would provide various options – both pools open in the summer/only the outdoor pool open in the summer or indoor pool open in winter/both pools open in the winter.

Commissioner Martin asked about separate locker rooms, and Ms. Paluch told her that was to be determined. Commissioner Martin felt each facility would need their own locker area.

Commissioner Payne asked about separate costs for each pool and the fact we clearly lose money on our current pool. Would we increase fees? Acting City Manager Paluch said there could be a tiered membership approach, and reminded the commission a pool would never make money. Commissioner Payne was concerned that the City expenditures would increase. Acting City Manager Paluch suggested closing the outdoor pool in the winter and suggested making the enclosed pool more of a therapy pool that could be rented by others.

Mayor Boss restated what he thought had just been said: for less money, we can build a new pool half the size we currently have with a cover, and keep our existing pool for less money than it would cost to put a cover on the existing pool without the Splash park. Mr. Balderrama concurred. Mayor Boss asked if the bubble fabric that had been discussed had a warrantee, and Mr. Balderrama said he did not know what the warrantee was; he was simply collecting data at this point. He remarked the warrantee information would be a major factor in the decision.

Becky Torres commented on the following:
Ms. Torres said she had been going to the pool for about 16 years. She felt more would use the pool if a new bubble was put on. She noted the lift chair was a great asset and her mother used it when she came to the pool, along with other elderly people.

Jack Spears commented on the following:
Mr. Spears wondered if there would be a cover for the pool by the time this winter arrived. Acting City Manager Paluch told him it would probably not be covered this winter. Other options were being considered for this winter only – thermal/solar panels to help heat the water, but not to the level it normally was.

Jan King commented on the following:
Ms. King thanked the City for having a pool. She said she represented the elderly population who use the pool and was astonished how much it cost. Exercising at the pool was extremely important to the senior population and she noted doctors who said it was the best therapy for elderly individuals. She was concerned the High School Swim Team might suffer in the winter without a bubble over the pool.

Lenny Miller commented on the following:
Mr. Miller said he and his wife coach the Aqua Shocks Swim Team, and noted these swimmers have gone on to compete at higher levels. He felt all of this would be jeopardized if the existing pool did not have a cover.
Mayor Boss and Acting City Manager Paluch reiterated the pool was not going to be closed indefinitely, only for the winter months, and that the City was in contact with the High School swim team concerning this.

Estela Valle commented on the following:
Ms. Valle told the Commission she had been a water aerobics instructor in the past, and wanted to participate in the classes now, but could not do so because of medical issues that kept her from being exposed to the sun; the bubble was her protection from the sun. She hoped the City was not trying to make a profit off of these patrons. Ms. Valle noted she had numerous passes and wondered if she could be reimbursed.
Acting City Manager Paluch told her the passes did not have an expiration date and could be used at any time. Ms. Valle hoped it would not be too long, and wondered if she could give her tickets to someone. Acting City Manager Paluch told her to contact her office tomorrow about this, and reiterated the pool would only be closed this winter. She said the pool heater was in the process of being replaced at this time, thus the pool would be heated this winter.

Lorie Stauffer commented on the following:
Ms. Stauffer hoped to see a permanently covered pool. She noted she had been living in Alamogordo for three years, and she made the decision to move here because this city had the following: hospital, senior center, daily newspaper, good library, excellent Mexican food restaurants, and a year-round swimming pool. She needed both swim therapy and to stay out of the sun – a place covered and warm.

Ray Vincent commented on the following:
Mr. Vincent was representing the Parks and Recreation Advisory Board, of which he was the Chair. He pointed out the rest of the Advisory Board were in attendance tonight. The recommendation of the Advisory Board was to have a permanent, non-retractable structure for the existing pool. He had researched how many individuals had used the pool, taken swim lessons and other classes. Mr. Vincent felt people and businesses looking to move to our community inquired as to whether we had a pool, and this influenced their decision. He was concerned for the swim team and others who wanted to use the pool in the winter, and the loss of revenue. The Advisory Board recommended a permanent cover with roll-up doors on the side for ventilation purposes and security. They felt this would reduce cleaning costs, chemical costs, allow the swim team to practice, and probably increase attendance during the winter. Mr. Vincent had researched metal buildings and thought this could not be an option. He volunteered himself and any Advisory Board members to serve on any committee concerning the pool.

(Audience comments – could not understand)

Mayor Pro-Tem Hernandez clarified with Ray Vincent the price he quoted for a metal building, and Mr. Hernandez cautioned everyone this was not what the actual amount would be. He said there would be many additional fees tacked on to that. Mr. Vincent said the amount he quoted was simply an estimate. Assistant City Manager Paluch agreed.

Mayor Pro-Tem Hernandez asked what chemical was used for water treatment and was told bromine.

Project Manager Balderrama said the biggest issue was existing building/structures and how to attach/cover any new structures. A new facility could begin in January or February and we would have the advantage of an existing pool while this was being done. The existing pool would be shut down while being enclosed and this could take up to 30 weeks. The existing electrical/mechanical systems would also have to be updated; ventilation was an important factor because of the humidity. The maintenance of a structure would greatly increase cost to the City. Changes and cost of such to the existing Rec. Center were unknown and could not be calculated at this time. He would rather see a separate structure as opposed to attaching to the existing Rec. Center.

Mayor Boss invited Ray Vincent to come forward. Mr. Vincent said it had been discussed building a half-size pool and asked what the size would be, and would it accommodate swim meets. He was told it would be 25 meters (51 feet wide/82 feet long) which is half Olympic size and would accommodate short course swim meets.

Paul Sanchez commented on the following:
Mr. Sanchez went over the number of swimmers Mr. Vincent had quoted and said this was a higher number than voted in our elections. He asked if the current cover had been sold and was told yes, for approximately $2,300 in auction. He felt this should have been addressed last year when the old bubble was removed. He felt there should be an immediate solution to this problem, and Acting City Manager Paluch reminded him a pool heater was not considered an emergency purchase; emergency purchases were only for present danger to the health, welfare, or safety of the citizens. The pool, she said, was not shut down at this time and the heater was in the purchasing process. Mr. Sanchez disagreed, feeling this was a health issue. He asked if the City had thought to contact other pools in the area to help in the meantime. Commissioner Payne said the acting city manager had already looked into this.

Debra Cobb commented on the following:
Ms. Cobb said her family had used the pool frequently, especially her child with cerebral palsy who was a Special Olympics athlete and a member of the High School swim team. The City pool was closed for six months last year and she asked how long the pool would be closed for the present changes. She was an annual pass member and was concerned because she could not use these passes. Ms. Cobb was in favor of a permanent structure for the pool and to do so as soon as possible. She knew the pool at the NM School for the Blind and Visually Impaired was too warm to be used by the swim team.

Mayor Pro-Tem Hernandez asked if Alamogordo Public Schools (APS) provided any funding to the City for the pool, and Acting City Manager Paluch said APS rented the pool for the swim team; the City had a Joint Powers Agreement with APS. She went on to say the City had been in conversations with APS on how to maintain the swim team through the winter. Mayor Pro-Tem Hernandez said the City's responsibility was to the citizens as a whole. Deborah Cobb got back up and asked him what he meant by that statement. He told her the schools and the City both get a share of money from the State of New Mexico, and APS did not contribute any of this share to the City to help maintain the pool.

Deborah Cobb stated she had a year-around pass and wanted her money back since the pool was going to be closed for a time. Acting City Manager Paluch told her she had been in contact with her on this and would make sure to follow through.

Mayor Boss felt no direction could be given at this meeting because the Commission needed more information.

Debra Cobb expressed she felt the City should have addressed this last year when the bubble was taken down. Mayor Boss felt we should quite blaming and move forward. Commissioner Payne reminded that tonight was not the first time this issue had been addressed.

Mayor Boss called a recess at 8:24 p.m.

Mayor Boss reconvened the meeting at 8:30 p.m.

Commissioner Baldwin said we have been planning for this for a year. He noted the last time this came before the Commission, the people in the audience were against having a year round cover for the pool, and that slowed down the pool cover research done by Staff. He felt the Commission should proceed with giving Staff direction and recommended looking at the possibility of two pools. He reminded everyone the operating cost for the current pool was $444,000 annually and the pool received $44,000 annually – a $400,000 subsidy. This had not been questioned by the Commission because they understood the quality of life value. The recurring cost of running two pools was a concern and he was glad the funding was now in place to do what needed to be done. Putting a bubble on the existing pool was the other option to be considered.

Commissioner Turnbull verified that a company would take the bubble up and take it down. Acting City Manager Paluch said the cost would be $25,000 each time, and it would have a 20 year warrantee if we added the UV coating.

Mayor Boss asked what the estimated cost would be for a bubble, and Ms. Paluch told him it would be just over $400,000 for the first year.

Commissioner Martin asked how long it would take to order a new bubble, and Ms. Paluch didn't know. Commissioner Baldwin said there would be other infrastructure to be figured in.

Commissioner Martin wanted to eliminate one of the options – the telescoping cover that would not incorporate the Splash Park. Everyone agreed to eliminate that option.

Commissioner Martin was in favor of either building an indoor pool or getting another bubble.

(Someone spoke from the audience and I couldn't understand) Acting City Manager Paluch answered the individual saying we would not use City Staff to put up/take down a bubble, because of the injuries that have been incurred by staff in the past.

Mayor Pro-Tem Hernandez supported a new facility versus spending more money on the existing pool. He felt we could build double the size if APS would pay for half of it.

Commissioner Payne asked if the high school swim team could use the smaller pool, and was told the existing pool accommodates the team, but the smaller pool would not.

A gentleman from the audience came forward to say the swim team needed 25 yards/8 lanes/depth bowl at one end for diving for a short course quality for the High School. He did not think the Aqua Shocks could compete there, but they could practice. Acting City Manager Paluch said the existing pool would be available for the High School and Aqua Shocks, since they like the water temperature to be lower than what our senior citizens like.

Commissioner Turnbull wanted a new facility to accommodate everyone, not simply one small group. She felt the projected new pool facility would be too small even with the existing pool, and also thought the school system could help with this. Ms. Turnbull suggested a covered pool at the Senior Center.

Commissioner Sikes asked if Alamogordo had swimming competitions and was told no because there needed to be a deeper diving well, and more lanes.

Ray Vincent came forward to speak about length and depth. He felt you would want a shallow end for small children and water exercise classes in the new pool and that would not accommodate swim meets.

Mayor Pro-Tem Hernandez thought a therapy pool at the Senior Center should be a consideration in the future. He noted the Hospital used to have therapy pools and when one of them was closed, the gas bill went down $5,000 per month.

Acting City Manager Paluch reminded the Commission the $1.2 million could not be used for reoccurring costs for a bubble.

Commissioner Sikes asked for two options from City Staff to be reconsidered at another time. Commissioner Martin thought the two options should be a new facility and a new bubble for the existing pool.

All agreed on the new pool option. All agreed the Splash Park did not need to be eliminated.

Mayor Pro-Tem Hernandez asked Project Manager Balderrama if there could be an opening to the Splash Park that could be used in the summer. Mr. Balderrama said you could keep the Splash Park but would lose the slide; it could not be relocated to another section of the Splash Park.

Acting City Manager Paluch said the slide was part of the Splash Park and could not be removed without compromising the Splash Park.

Mayor Pro-Tem asked about putting a new pool in another location. Acting City Manager Paluch said one problem would be staffing because you would have to have another full staff of lifeguards. The after-school program incorporated swimming so kids would need to be bussed somewhere else or the City would need to discontinue the program. Mayor Pro-Tem asked about the area south of the pool where the Girl Scout Hut was located, and thought that area could be considered. Project Manager Balderrama said it had been discussed by Staff.

Mayor Boss asked for a final list of options. 1) New facility and costs involved, and 2) Cover existing pool with a bubble.

Commissioner Turnbull commented traffic was a huge issue on Oregon from the Rec. Center to 10th Street, and needed to be considered.

Peter Villa commented on the following:
Mr. Villa said his daughter had been the Rec. Center lifeguard who saved a child a few weeks ago, and to whom the Commission had given a Proclamation. He said she was on the swim team that would be without a pool, and he felt the bubble could be put up and not taken down. He felt the pool had not been maintained as it should over the years.

Commissioner Sikes liked the idea of putting the bubble up one time and not taking it down annually.

Commissioner Payne questioned the cost of the bubble. Acting City Manager Paluch told her the $400,000 included everything for the new bubble – cost of doors, prep work, etc. It would be custom made for our facility and she did not know how long it would take.

Commissioner Baldwin made a motion to table the item and directed Staff to pursue the making of the two structures with all planning discussed tonight, and the other direction to Staff is to get us all the final numbers and time lines for another bubble. Commissioner Payne seconded the motion. Motion carried with a vote of 7-0-0.

Acting City Manager Paluch said this information would come back the Commission at their next meeting on September 13, 2016.

NEW BUSINESS

10. Consider, and act upon, award of Public Works Bid No. 2016-002 to CSW Contractors, Inc., related to the Rehab Effluent Storage Ponds - Desert Lakes Golf Course, in an amount not to exceed $505,139.25, including tax. ***(Brian Cesar, Public Works Director)***

Public Works Director Cesar explained this was for renovation on the five golf course ponds used to store and pump effluent water for the City.

Mayor Pro-Tem Hernandez moved to approve award of Public Works Bid No. 2016-002 to CSW Contractors, Inc., related to the Rehab Effluent Storage Ponds - Desert Lakes Golf Course, in an amount not to exceed $505,139.25, including tax. Commissioner Sikes seconded the motion. Motion carried with a vote of 7-0-0.

11. Consider, and act upon, a request by George Sandoval II, related to a leak adjustment request for 504 E. First St. (Margo's Mexican Food). ***(Mark Threadgill, Customer Service Manager)***

Mark Threadgill, Customer Service Manager explained this leak abatement request met all the qualifications of the Leak Abatement Policy. Since it was greater than $2,500, it must be approved by the Commission.

Mayor Pro-Tem Hernandez moved to approve a request by George Sandoval II, related to a leak adjustment request for 504 E. First St. (Margo's Mexican Food). Commissioner Baldwin seconded the motion. Motion carried with a vote of 7-0-0.

12. Consider, and act upon, a request by the City of Alamogordo related to a leak adjustment request for 3102 N. Florida Ave. ***(Mark Threadgill, Customer Service Manager)***

Mark Threadgill, Customer Service Manager explained this leak abatement request met all the qualifications of the Leak Abatement Policy, and he pointed out this was city property. Since it is greater than $2,500, it must be approved by the Commission.

Mayor Pro-Tem Hernandez moved to approve a request by the City of Alamogordo related to a leak adjustment request for 3102 N. Florida Ave. Commissioner Baldwin seconded the motion.

Commissioner Baldwin asked what the problem was. Mr. Threadgill told him this was at the old reintegration center on Florida that had been used by Good Samaritan for storage in the past. They cancelled their account in October of 2013, and we turned off the water. The Fire and Police Dept. had been using this meter and had Facilities Maintenance fix a leak in January. It now has a radio-read meter installed.

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

13. Consider, and act upon, edits and corrections to the City of Alamogordo Leak Abatement Policy. ***(Mark Threadgill, Customer Service Manager)***

Customer Service Manager Threadgill said this policy had been adopted in December and needed minor revisions. He noted the only substantial change made was for Extraordinary Leak Abatement – the customer would not be responsible for any of the cost.

Mayor Pro-Tem Hernandez moved to approve edits and corrections to the City of Alamogordo Leak Abatement Policy. Commissioner Sikes seconded the motion. Motion carried with a vote of 7-0-0.

14. Consider, and act upon, the Low Flow Toilet Policy. ***(Mark Threadgill, Customer Service Manager)***

Customer Service Manager Threadgill said we didn't have a clear policy, and the one change was the credit would be a one-time credit instead of crediting monthly.

Commissioner Turnbull moved to approve the Low Flow Toilet Policy. Mayor Pro-Tem Hernandez seconded the motion. Motion carried with a vote of 7-0-0.

15. Consider, and act upon, Resolution No. 2016-37 adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommended projects for Fiscal Years 2018-2022. ***(Maggie Palach, Acting City Manager)*** **(Roll Call Vote required)**

Grants Compliance Officer, Cynde Saghenkahn explained the ICIP process and how it is prepared for presentation to the State.

Fire Chief Ward (fire engine), Police Chief Syling (police vehicle & equipment), Community Services Director Ortega (library restroom renovation & playground shade structures), and Acting City Manager Paluch (ADA compliance ramps) explained the top five projects.

Mayor Pro-Tem Hernandez moved to approve Resolution No. 2016-37 adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommended projects for Fiscal Years 2018-2022. Commissioner Turnbull seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

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

Mayor Boss read the openings and appointed Paul G. Sanchez to the Parks and Recreation Board. No one was opposed.

WORK SESSION

17. Consider, and act upon, providing direction to staff regarding amending the Alamogordo Code of Ordinances Chapter 14, Garbage, Trash, and Refuse, to restructure the requirements for the removal of Abandoned, Wrecked, Dismantled or Inoperative Motor Vehicles. ***(Mikel Ward, Fire Chief)***

Fire Chief Mikel Ward and Deputy Fire Chief Jim LeClair addressed the Commission. Chief Ward asked for direction on this issue, noting it had been ongoing since 2014. He hoped to have two Public Meetings in order to get citizen input before finalizing the ordinance to present for approval by the Commission.

He said the present ordinance was not enforceable and was very restrictive of personal property rights. Abandoned and dilapidated vehicles were a significant problem all over town, creating health and safety hazards. He asked the Commission for direction so this amended ordinance could be completed and easier to enforce.

The Commission decided not to view the Power Point presentation (found in Agenda Book), and directed Chief Ward to continue with Public Meetings and come back to the Commission with further information. It was noted this issue was a major concern for the city.

Mayor Pro-Tem Hernandez asked about towing and storing of vehicles. Fire Chief Ward said they were looking at doing what our Police Dept. does now – developing a qualified list of tow truck companies at a set rate to remove vehicles. They would do the impound work and give us our fee, and then bill the owner for the rest. Mayor Pro-Tem Hernandez then asked about the private property issue. Fire Chief

Ward told him the language hadn't changed and included enforcing on private property. The Mayor Pro-Tem and Chief Ward discussed antique vehicles.

The Commission asked Fire Chief Ward and Deputy Fire Chief LeClair to continue with the process, have the Public Meetings and bring this ordinance back for first publication.

EXECUTIVE SESSION (Roll Call Vote Required)

18. Recess into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss: 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). (Roll Call Vote required)

Commissioner Baldwin moved to recess into Executive Session to discuss 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) at 10:11 p.m. Mayor Pro-Tem Hernandez seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

RECONVENE INTO OPEN SESSION

Mayor Boss reconvened the meeting at 11:30 p.m.

Mayor Boss announced union contracts had been discussed and would be an action item on the September 13, 2016 Commission agenda.

Mayor Boss said the Commission gave Staff direction to negotiate with one of the City Manager candidates. The Mayor did not give a candidate name.

ADJOURNMENT

Mayor Pro-Tem Hernandez moved to adjourn at 11:32 p.m. Commissioner Martin seconded the motion. Motion carried with a vote of 7-0-0.

____
Mayor Richard Boss

ATTEST:

____
City Clerk Nancy E. Jacobs

(Prepared by Nancy E. Jacobs, City Clerk)
Approved at the Regular Meeting held on September 27, 2016.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
SEPTEMBER 13, 2016

RICHARD BOSS, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
SUSAN PAYNE, COMMISSIONER
AL HERNANDEZ, MAYOR PRO-TEM
ERICA MARTIN, COMMISSIONER
MAGGIE PALUCH, ACTING CITYMANAGER
CANON STEVENS, INTERIM CITY ATTORNEY
NANCY JACOBS, CITY CLERK

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

Mayor Boss called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. Clerk Jacobs announced there was a quorum present. Invocation was given by Rev. Dwight Harp and the Pledge of Allegiance and Pledge to the New Mexico Flag were led by Commissioner Baldwin.

APPROVAL OF AGENDA

Clerk Jacobs asked to withdraw Item 4 from the agenda, stating the minutes for the August 23, 2016 City Commission meeting had not yet been completed. She noted they would be added to the September 27, 2016 Agenda.

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

Mayor Boss made a statement concerning Officer Clint Corvinus who was killed in the line of duty on September 2, 2016:
"On September 2, 2016, this community lost one of its own. Alamogordo Police Department Officer Clint Corvinus was shot in the line of duty. Officer Corvinus was 33 years of age and leaves behind a 14 year old daughter, his mother and father, and a girlfriend. Clint had been with the police force for 4.5 years. We will all miss our beloved officer.
On behalf of myself and this Commission, we express our sincere condolences to the family and girlfriend of Officer Corvinus. We all have Officer Corvinus and his family in our prayers.
We would also like to express our sincere gratitude to all of the law enforcement agencies and other communities across the country that have offered their condolences and support. A very special thanks to owners of businesses in Alamogordo, Albuquerque and other cities that are using their business to raise needed funds for the family of Officer Corvinus. Thank you for your service to our community.
We also want to thank Fire Chief Mikel Ward and all of the first responders who took care of our officer and secured the crime scene, as well as provided unprecedented support during this very difficult time. We appreciate their dedicated service.
I have to mention a special thank you to the Patriot Guard for your display of honor and protection of our fallen officer during this past week.
The city was so appreciative of the support from Cities and Law enforcement from all over the country. We had representative officers at the memorial from as far away as New York and Chicago. We were honored that Gov. Susanna Martinez, US Attorney Damon Martinez and Rep. Steve Pearce honored and comforted the family at the memorial service.
And lastly, we are so proud of our Police Chief Daron Syling, Deputy Police Chief Roger Schoolcraft and Capt. Michael Lawrence. You have displayed superb leadership skills and a love of our officers and community. Alamogordo is blessed to have you and all the members of our police force. This Commission and this community thank all of you for the safety and service you provide us."

There was a standing ovation.

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)

Mayor Boss presented proclamations to the above individuals.

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

Mrs. Tresa Van Winkle gave a Power Point presentation stating her concerns of the frequent street closures of New York Ave. between Eighth and Ninth Streets (see Agenda Book for Power Point presentation). She noted the agenda item was incorrect and should say 'between 9th and 10th Streets'.

After the presentation, Commissioner Payne asked if Ms. Van Winkle was opposed to any street closures, and Ms. Van Winkle said she was opposed to so many of them and not being notified about them. Commissioners Martin and Payne noted there were no longer any Farmers Market events downtown.

Acting City Manager Paluch made it clear that at this time, there are no street closures. City Staff was aware of the issue on New York Ave. and was working to update an ordinance to address this. Mayor Pro-Tem Hernandez asked to have this ordinance completed quickly.

Commissioner Sikes was disappointed this had come to this point and felt it reflected on the MainStreet organization. She hoped all would work together to develop a practical and acceptable solution.

Communication concerning street closures/events – when and how – was discussed. Ms. Van Winkle said this was important because she had to schedule patient appointments months in advance.

The Executive Director of MainStreet, Cam Wilde came forward to address the Commission. He remarked street closures were Downtown Merchants Association (DMA) projects, not MainStreet projects. MainStreet would not advocate the permanent closure of any street. He said events were great as long as everyone was happy and the events were not excessive. He noted the state MainStreet organization looked at FaceBook and saw what was going on in Alamogordo concerning this debate. Commissioner Sikes remarked there seemed to be an overwhelming number of people in support of these events and a very few taking a negative stance. Mr. Wilde pointed out the state MainStreet could send someone to mediate in these situations.

Acting City Manager Paluch expressed the desire to schedule a meeting, perhaps at the Civic Center, for all to come and talk this out; come to a consensus. She hoped to do this in the near future. Cam Wilde agreed and said that with enough notice he could notify someone with the state organization and they would come to help.

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

Mr. Bill Shuert gave a Power Point presentation (see agenda book). Mayor Boss pointed out some audience members in attendance in support of the Expo to be held in Alamogordo at Holloman Air Force Base (HAFB) – State Senator Ron Griggs & State Representative Yvette Harrell.

Mr. Shuert offered the City the opportunity to partner with the NMAAC in this endeavor by committing \$15,000 or to pay for the busses need to transport students in the area to the event – approximately \$10,000 - \$13,000. Alamogordo Public Schools had committed quite a few students to this event.

Commissioner Baldwin asked Mr. Shuert that if the City contributed $15,000 to this event, would we be the biggest single contributor, and Mr. Shuert told him yes. Commissioner Baldwin then asked if we could sign a two – three year contract for this, and Mr. Shuert told him yes. Mr. Baldwin also noted this kind of an event would fit in with our branding: Discover – Explore – Launch, and he was in favor of City Staff working in conjunction with the people involved in the Discover – Explore - Launch campaign to get this up and going as soon as possible.

Acting City Manager Paluch asked if the City would be considered a co-sponsor in the event if funds were contributed, and Mr. Shuert told her yes.

PUBLIC COMMENT

Paul Sanchez commented on the following:
Mr. Sanchez said he also follows social media and he only saw a couple of people complaining about the street closures on New York Ave. He endorsed having a Public Meeting concerning this issue. He was in support of Art Walk and any other event because it benefits other businesses besides those on New York Ave.

Jana Carstaedt commented on the following:
Ms. Carstaedt, president of the Alamogordo Downtown Merchants Association (DMA) passed out a handout (see Agenda Book). She read the handout which said the DMA had restarted in 2013 after more than 10 years of inactivity, with extreme vacancy in the district in an effort to attract more businesses and revitalize downtown. To date there are nine businesses on the 800 block of New York Ave., three of which were new within the last 18 months. The 900 block of New York Ave. had 26 businesses, eight of which were new. The businesses choose their locations because of the activity on the street. The DMA has 35 street closures a year; two are full day on Saturdays – Olde Fashioned Christmas and Alamo Aeon Adventure: Cosplay Festival. There are 12 monthly art walks which don't close the street before 5:00 p.m. The Farmer's Market ran until about 10:20 on Saturday mornings, but the start time was changed to 8:30 a.m. so that the street would reopen by 9:45, in order to accommodate 10:00 a.m. business openings. Wednesday evening Farmer's Market events were publicized via email to community businesses, and New York Ave. would be open for this market. There was a Trick or Treating event from 3:00-5:00 p.m., and the 900 block of New York was closed for those two hours. She said the DMA had made every effort to accommodate any request made to them within reason – safe escorts for anyone with disabilities, ADA street ramps left accessible, and no ADA law was violated. For the three businesses that scheduled appointments, anyone who stated they had an appointment were afforded safe passage through barriers and their privacy was respected. DMA had at no time suggested or requested a permanent pedestrian zone. She noted the DMA had always complied with the City Clerk's office, and felt the events made a positive impact to the downtown district and the community.

Bernice McRae commented on the following:
Ms. McRae supported Art Walk and did not belong to the DMA, nor did she have a business on New York Ave. She did participate with her home-based business at the Art Walks, and felt it was a nice family event.

Hank Hangsleben commented on the following:
Mr. Hangsleben owned a business at 908 New York called Clay Time Pottery and Ceramics. He came to Alamogordo from Hawaii because it was a friendly and artsy place. He felt the Art Walks had grown, but since the Art Walks had ended his business was hurting. He said he had a petition with almost 200 names stating they wanted the Art Walks to continue. He said only a couple of businesses said they were having problems because of this, but the rest were not and they pay also pay taxes.

Larry Van Winkle commented on the following:
Mr. Van Winkle reiterated that the business owner needs to sign the street closure document, not an employee of the business. He did not think email correspondence was a reliable way to communicate.

He asked the City why they had taken the Farmer's Market out of the park. He felt the biggest problem was lack of communication concerning events. He said his wife was on the phone helping people 24 hours a day to help the community. Mayor Boss asked which was the bigger problem – communication/notification or the Art Walk times. Mr. Van Winkle said it was not the Art Walk; it was other street closures and not being told when they would be. Commissioner Payne asked which method of communication would be preferred. Mr. Van Winkle told her face-to-face, walking down the block and telling them. Commissioner Payne wanted to make sure the communication issue was settled in the new ordinance.

Acting City Manager Paluch reminded all that this could be discussed at a future Community Meeting, and Mr. Van Winkle agreed. Tresa Van Winkle said City email communication would be best.

Pat Galea commented on the following:
Ms. Galea said the individual complaining about the street closures was not listed as the owner of his business, his wife was. She felt she should be the one complaining and not him. She wondered if someone had something against women, because most of the businesses in this area were owned by women. Her other comment was she trusted the Commissioners' decision making.

Rob Hahn commented on the following:
Mr. Hahn felt he was the center of all the animosity. He stated his support for the Art Walks, just not how often they are held. He said his sign had stated business hours, but he had regular customers who came at all hours and he needed to accommodate them so they would shop in Alamogordo. Mr. Hahn remarked he was on the first committee to start the MainStreet program and he wanted to see the town grow. He agreed everyone needs to sit at the table and talk this out, and create an ordinance that works for everyone. He reiterated he would like to see the Art Walks held fewer times a year.

Jana Carstaedt commented on the following:
Ms. Carstaedt said Mr. Hahn had attended the last DMA meeting, but it was never suggested there be 12 individual renamed Art Walks. She said there were 20 vendors at the last Art Walk, and DMA kept records of this. She created a quarterly DMA newsletter and sent it to all area businesses. When asked how the businesses wanted to be contacted, they told her email, and most email correspondence that had been sent had been responded to.

CITY MANAGER'S REPORT

Acting City Manager Maggie Paluch made the following remarks:
1) Ms. Paluch complimented Police Chief Syling and Deputy Police Chief Schoolcraft for leading their department with empathy, compassion and strength during this past week. The support and time they put in was incomparable.
2) The acting city manager congratulated Fire Chief Ward for being awarded the Assistance to Firefighters Grant Award program from FEMA. The total award was $69,000 which would be used for five self-contained breathing apparatus (PPE), and 10 communication radios.
3) She thanked the APSOA and AFSCME unions and city staff for their joint efforts to come to resolution on the two agreements. She thanked these people personally.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Boss made the following comments:
He explained he would be presenting a proclamation to the family of Sgt. Willie Estrada on September 22, 2016. Sgt. Estrada was awarded the Distinguished Service Cross for his heroism while serving in Korea in 1952.

CONSENT AGENDA

4. Approve the minutes for the August 23, 2016 Regular Meeting. (Nancy Jacobs, City Clerk) WITHDRAWN FROM AGENDA

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)

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)

Mayor Boss asked to remove Item #9 from the Consent Calendar.

Mayor Pro-Tem Hernandez moved to approve items 5, 6, 7, 8 & 10 of the consent calendar. Commissioner Baldwin seconded the motion. Roll call was taken for items No. 8 & 10. Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

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)

Human Resources Director Katie Josselyn pointed out to the Commission two changes for clarification in the APSOA agreement that had been made today. City Clerk Jacobs put the information on the monitors for all to see: <u>Page 17, subsection b., last sentence</u>: "The current pay for this level of service in the frozen step plan is Step 6, **which is P-6 for Police,** under Section 27.B Financial Package, Wages/Salary."; <u>Page 17, subsection c., third sentence:</u> The current pay for this level of service in the frozen step plan is Step 6, **which is F-6 for Firefighters,** under Section 27.B. Financial Package, Wages/Salary."; <u>Page 24, Section 28., seventh paragraph, last two sentences</u>: "The Police Physical Fitness test will be developed by mutual agreement of the Police Chief and Association, **and shall include 6-8 testing stations. Should an agreed upon test not be accomplished prior to January 1, 2017, the testing standard shall revert back to the testing elements previously provided for in this agreement."**

Human Resources Director Josselyn stated the unions and the City were both in agreement with these changes. Commissioner Baldwin asked who determined the testing, and she told him both the Police and Fire Chief would work with the unions to establish that. Mayor Pro-Tem Hernandez asked if the testing was for additional pay or to keep their job, and Acting City Manager Paluch said it was for additional pay.

Mayor Pro-Tem Hernandez moved to approve 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. Commissioner Sikes seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

Acting City Manager Paluch informed everyone the contracts were for four years.

Mayor Boss asked to take a five minute break at 8:35 p.m. Mayor Boss reconvened the meeting at 8:43 p.m.

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)

Commissioner Turnbull wanted to meet one more time in Executive Session before voting. Acting City Manager Paluch asked the interim city attorney if this could be done, or if we had to proceed in open discussion.

Interim City Attorney Canon Stevens said that was correct; tonight's discussion was simply whether the Commission wanted to hire Mr. Stockwell, or not. Ms. Paluch said there was a preliminary, proposed offer on the table.

Commissioner Sikes asked to hear from the audience before deciding anything. Mayor Boss agreed.

Paul Sanchez made the following comments:
Mr. Sanchez said he had seen a lot of comments on social media both for and against Mr. Stockwell. He felt the acting city manager was doing a great job and should be considered for the position.

Bill Dennis made the following comments:
Mr. Dennis said he was here when Mr. Stockwell was here before, and he had been fired and received six months of severance pay when he left. He was surprised that he was even being considered. Mayor Pro-Tem Hernandez stated he had been the one that made the motion to terminate Mr. Stockwell, and he had been the one to call him to encourage him to apply. Mr. Dennis hoped the Commissioners would give this careful consideration.

Roger Powell made the following comments:
Mr. Powell noted he was a former city commissioner and had served with Mr. Stockwell. He felt Mr. Stockwell was an honest, Christian man. The City made many changes during that time and worked well with both the commission and staff. He was in support of hiring him.

Kim Messer made the following comments:
Ms. Messer said she had been born and raised here and then moved away. She and her husband returned in 1993 and found it looking very good and cleaned up. After Mr. Stockwell left in 1997, she felt the City had gone downhill again. She wondered why it was so difficult to keep our town looking nice; she felt he had done a good job of doing this while here.

Sandra Eaton made the following comments:
Ms. Eaton told the Commission she had saved a full page ad from the Alamogordo Daily News dated 1995, taken out by a local bank. It was a salute to the City of Alamogordo for their progress; Dan King was Mayor, Don Carroll was Mayor Pro-Tem and Bob Stockwell was City Manager. It listed the many projects the City had achieved – capital, recreational, and infrastructure projects. She felt Mr. Stockwell had done a lot for the City and would make a difference in the City again.

Maria Martin made the following comments:
Ms. Martin felt we shouldn't bring something back from the past. She had grown up here and thought someone new would be better.

Commissioner Turnbull moved to table Item 11. Commissioner Martin seconded the motion.

Commissioner Sikes felt we wouldn't gain anything by postponing.

Interim City Attorney Stevens said the problem was we are at the point where there had been a contract and we have to decide whether he would be hired or not. She felt this had to be done in an open meeting.

Commissioner Baldwin said we had moved forward in good faith to offer the contract, and the Commission had done their due diligence in reference to vetting this candidate. Mr. Stockwell had been asked a series of questions concerning his past time with the City, and Mr. Baldwin felt he had answered to his satisfaction. Commissioner Baldwin said he had been through the process of hiring a city manager many times. He felt Mr. Stockwell's management and mentoring styles were best for the community, at this time, and it was time to move forward. He expressed his appreciation for all Ms. Paluch had done in the position of acting city manager.

Commissioner Payne stated she was on the opposite side of the issue; she was not comfortable with this for many reasons. She was not comfortable with Mr. Stockwell's understanding of where we are at this time. Ms. Payne felt the City needed someone new and fresh, and to rehire someone from 20 years ago who had a mindset from 20 years ago would be going backwards. She was not in support of hiring Mr. Stockwell.

Commissioner Turnbull withdrew her motion, and asked to move forward with the vote.

Mayor Boss had received many negative phone calls concerning Mr. Stockwell and he agreed with Commissioner Payne. He was in favor of going back out to start the process of hiring again.

Mayor Pro-Tem Hernandez said the decision of the Commission was to continue on the original path of the city manager job search, and we had to ability to stop the process at any time. He noted Mr. Stockwell had been offered the job, he accepted it, and we were here tonight to formally accept the contract. His concern was how the City would be viewed in the future if we went back out to hire.

Commissioner Sikes asked Interim City Attorney Stevens what might happen if we rescinded the job offer, and was told we could definitely be sued. Ms. Stevens said a letter had been sent to Mr. Stockwell which encouraged him not to come down, buy a house, not do anything trying to mitigate any kind of damages, just in case the vote was not yes. She went on to say anyone could sue, but the contract does say 'contingent on the vote of the City Commission', which she thought would protect us. It would probably be settlement vs liability in a full trial, but we made that very clear as well, in the letter we sent him.

Commissioner Sikes said she had received numerous negative and numerous positive calls and emails. She felt we needed stability right now because it seemed we were running in place. Mr. Stockwell's reputation might help us move forward; his experience would help with all the projects the City had going. Mayor Boss felt the City was moving forward.

Commissioner Turnbull noted the reason she brought this up was because she had an overwhelming number of citizens in her district call, and she felt it important to let them be heard.

Mayor Pro-Tem Hernandez moved for approval of a City Manager employee contract for Robert Stockwell. Commissioner Baldwin seconded the motion. Roll Call was taken. Motion failed with a vote of 3-4-0. Commissioner Turnbull, Commissioner Martin, Commissioner Payne, and Mayor Boss voted nay.

Mr. Ken Eaton made the following comments:
Mr. Eaton felt the Commission gave their word, had a deal, and then backed out. He was embarrassed this had happened, just as he was 20 years ago when Bob Stockwell was terminated. Mayor Boss interrupted to say the decision had been made. Mr. Eaton continued saying Mr. Stockwell had made enemies, made some tough decisions and wouldn't play politics.

Commissioner Sikes asked if we needed a motion to continue with the hiring process, and it was decided to give Staff direction. It was decided to have a Special Meeting as soon as possible in order to decide what to do.

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

Community Services Director Ortega said a bubble for the existing pool would cost approximately $500,000 with all appurtenances; this amount did not include HVAC or additional electrical figures because we would need to go out to bid on that. She remarked Mr. Eugene Knight from NM Environmental Department – Aquatic Program Manager was in the audience to answer any questions. There had to be an HVAC system so we could guarantee a 45% - 55% air quality level, removing humidity from the bubble.

Project Manager Edward Balderrama pointed out the aerial view showing Option A – North side and South side of existing pool (See Agenda Book for all aerials and attachments). The North side showed a new pool (natatorium) to the north of the existing pool, and also that the old pool was not an issue because it was under the existing parking lot. The South side showed a parking lot where the existing Girl Scout Hut was, and would create about 80 parking spaces. His estimate for Option A was $2.1 million. It was possible a new bath house would need to be constructed to accommodate an increased occupancy load.

Mr. Balderrama next displayed the aerial showing Option B – new pool (natatorium) on the South side of the existing Rec. Center and additional parking of 40 spaces. This option estimate was $1.9 million, and also, might need a new bath house. Currently, there is an RFP with Lee Gromowsky for this project, if the Commission chooses to move forward.

Acting City Manager Paluch reminded all about reoccurring costs and said the cheaper option was to go with the bubble. If the Commission wanted a year-around, enclosed pool, the reoccurring costs would be much higher than putting a bubble on the existing pool.

Mayor Boss reminded all of the State deficit we would be facing.

Ms. Paluch said this project was funded through bond refinancing and since NM Mortgage and Finance Authority (NMFA) had to approve the cover for the pool, we would need to go back to NMFA with a new project for approval. Our bond counsel did not think this would be an issue. She said we would have to go out for bid on the bubble and HVAC system, and we could possibly have the project completed by mid-December or early January. She reminded everyone the pool would not be heated to the level most are used to during this time.

Commissioner Sikes asked how a new bubble would differ from the old bubble. Ms. Ortega told her the difference would be $24,000, 20 year warrantee. Acting City Manager Paluch said it was a UV protectant which would cost $49,900. Commissioner Sikes asked if the bubble would be taken down each year or left up year round, and she was told it would be taken down and put back up each year. It would cost about $60,000 a year to have the company do this. Commissioner Sikes asked about new storage for the bubble. Community Services Director Ortega told her the company claimed we would have to use the heater and air blower for three days to dry it out before it was to come down. Commissioner Sikes asked more about the HVAC system and Ms. Ortega said it would have to be researched further.

Commissioner Baldwin asked Staff which option they would prefer, and Acting City Manager Paluch said the main issue was staff injuries incurred while putting up/taking down the bubble. The Yeadon company said they could do this with 15 people – people they would hire in our community, not their own staff. She felt Staff was not concerned with the bubble as long as they did not have to take it down/put it up. Commissioner Baldwin liked the bubble idea as long as NMFA was good with the idea. He wanted to see a plan of how any left-over monies would be used, for example, Parks and Rec. Department needs. He wanted to be assured the money would be used as it was meant to be used. The acting city manager said any left-over money would have to be used for capital expenses and not for reoccurring costs. There were many projects at the Rec. Center that needed to be done.

Ray Vincent, president of the Parks and Recreation Board made the following comments:
He said a new pool was certainly out of the question, because it would not have met the needs of the community. Mr. Vincent used to coach swimming teams, and a bubble didn't afford much deck space. The Parks & Recreation board voted for a permanent cover with retractable doors in order to afford more deck space – a permanent metal building that would alleviate the need to take the cover down/put up each year. He hoped the Commission would consider this.

Commissioner Baldwin made the motion to proceed with planning for a bubble for the existing pool with all considerations discussed. Commissioner Martin seconded the motion. Motion carried with a vote of 7-0-0.

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)

Public Works Director Brian Cesar explained the item and asked for Commission approval.

Commissioner Baldwin moved to approve 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. Commissioner Sikes seconded the motion. Motion carried with a vote of 7-0-0.

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

Commissioner Baldwin moved to table discussion related to City Parks maintenance and effluent water use, and place it on a future agenda. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

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

Commissioner Baldwin moved to table drainage issues on New York Avenue between 1st and 10th Street, and place it on a future agenda. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

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

Commissioner Baldwin moved to table sewer service issue at 1417 Cuba, and place it on a future agenda. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

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)

Public Works Director Cesar remarked the Commission directed review of the traffic signal at First St./Canyon Rd. This had been looked at in May of 2015 as part of the First St./Washington Realignment project. The report said this intersection met only one of the warrants for a signalized intersection - #6 Coordinated Signal System. If the Commission chose to have this signal removed, additional costs would be for removal of the stub-out going into Washington Park, as well as re-striping. This cost would be approximately $17,000. We would have to do a budget revision because this is not a funded project.

Mr. Cesar then talked of a possible traffic signal at 10th/Scenic Dr. This had been examined in July of 2011 and the recommendation had been for the City to install a traffic signal at this intersection within a 10 year time frame. The traffic signal at First St./Canyon Rd. could not be used at 10th/Scenic Dr. because the two areas didn't match. Estimated cost to install this signal would be $280,000. This was not a funded project, but it could be funded through Fund 109 (Street Maintenance). There is enough balance to definitely fund both projects.

Commissioner Sikes asked how soon the First St./Canyon Rd. signal could be removed, if approved tonight. Acting City Manager Paluch told her the Public Works crews were currently helping with the demolition of the old bowling alley. Public Works Director Cesar said Facilities Maintenance could take down the signals.

Commissioner Baldwin moved to remove the traffic signal at 1st & Canyon Road, and put the installation of a new traffic signal at 10th & Scenic on a future project list. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

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

Mayor Boss read the openings and reappointed Raymond Vincent to the Parks and Recreation Board, and Karen Hutchison to the Public Library Board. No one was opposed.

PUBLIC COMMENT

Commissioner Baldwin commented on the following:
He said that even though he had not voted for Item 11, he would stand behind the Commission vote and was excited to move forward.

Commissioner Payne commented on the following:
Ms. Payne said her daughter considered Police Chief Syling the quintessential leader of the Police Department, because of his demonstration of leadership this past week.

EXECUTIVE SESSION

Mayor Pro-Tem Hernandez moved to 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) at 10:17 p.m. Commissioner Payne seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

Commissioner Martin left the meeting at 10:18 p.m. and did not attend the Executive Session.

ADJOURNMENT

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Mayor Richard Boss

ATTEST:

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City Clerk Nancy E. Jacobs

(Prepared by Nancy Jacobs, City Clerk)
Approved at the Regular Meeting held on September 27, 2016.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION SPECIAL MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
SEPTEMBER 19, 2016

RICHARD BOSS, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
SUSAN PAYNE, COMMISSIONER
AL HERNANDEZ, MAYOR PRO-TEM
ERICA MARTIN, COMMISSIONER
MAGGIE PALUCH, ACTING CITY MANAGER
CANON STEVENS, INTERIM CITY ATTORNEY
NANCY JACOBS, CITY CLERK

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

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

APPROVAL OF AGENDA

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

Before moving to the first item, Mayor Boss allowed up to 21 minutes of comments from the public.
Jim French commented on the following:
Mr. French told the Commission he was in support of hiring Robert Stockwell and asked them to reconsider their previous decision. He understood Mr. Stockwell had given the City another offer to afford him one year to prove himself. He noted Mr. Stockwell was an excellent leader and had in the past disagreed with Mr. French at times, but did so in a respectful manner.

Virginia Darnold commented on the following:
Ms. Darnold had worked with Mr. Stockwell in the past and she said he was a professional and a mentor to a young man who is now city manager in Oakley, California. Mr. Stockwell was a teacher and very honest; he pulled together various departments that had been at odds with each other.

Ken Eaton commented on the following:
Mr. Eaton mentioned he had spoken with all the Commissioners since the last meeting and they knew how he felt. He said the common denominator seems to be we want a fresh start, and he thought Mr. Stockwell would be a fresh start because of his qualifications. Mr. Eaton was concerned it would be too costly to go back out for new applications, and thought Mr. Stockwell had come up with a good solution.

Michael Shyne commented on the following:
Mr. Shyne thought that to evaluate resumes was very difficult and most people were not qualified to do so; he urged the Commission to get assistance. He remarked this decision was the most important in their entire tenure. He said that for a manager to be most effective, they needed an excellent engineer and attorney, and he felt we should wait to hire either of these until a city manager was in place to participate in the hiring process.

Paul Sanchez commented on the following:
Mr. Sanchez said many of the top city business owners were in the audience tonight, and they were all very community oriented; he felt their support of Robert Stockwell should be considered. He said his Face Book page had many ‘likes’ and was viewed and responded to by many area people. The majority of these people were not in favor of Mr. Stockwell and the biggest reason seemed to be that people wanted a new start and not someone who had been here before. Again, he said the views of people in tonight’s audience should be carefully considered.

UNFINISHED BUSINESS

1) Consider, and act upon, how to proceed with the hiring of a City Manager. (Katie Josselyn, Human Resources Director)

Assistant City Manager Paluch addressed this item noting the City Staff was seeking direction in the search for a city manager.

Commissioner Sikes asked Human Resource Manager Josselyn how much money had been expended to date in this city manager search, and wondered if it would be more economical to use a search firm. Ms. Josselyn said the out-of-pocket costs for advertising, travel, and meet-and-greet events was about $8,000. She could not give an estimate of the many hours put in by staff since the process began about one year ago.

Assistant City Manager Paluch said in order to hire a search firm, an RFP would need to be done. The cost for a search firm would be anywhere from $20,000 to $30,000. A minus is the cost, a plus would be the ability for a search firm to market, to a greater degree, Alamogordo to people already employed.

Mayor Boss liked the idea of a search firm because our limited staff was stretched at this point. Commissioner Payne agreed and liked a search firm's marketing expertise.

Mayor Pro-Tem Hernandez felt they should hire Mr. Stockwell, but he would go with the will of the Commission. This would save the City a lot of money and he felt Acting City Manager Paluch was getting burned-out with the work load. Mr. Hernandez worked with Mr. Stockwell and felt he would do a good job.

Commissioner Sikes asked where the money would come from for a recruiting company. Acting City Manager Paluch told her they would transfer funds from Salaries and Benefits for the City Manager to the Contingency Fund for the City Manager.

Commissioner Baldwin said we have three options from the last meeting – to move forward with Assistant City Manager Paluch, to move forward with Robert Stockwell's suggestion (one year contract), or to start the process from scratch. He thought Mr. Stockwell had offered the Commission an option which showed character on his part, and disproved how much he wants/does not want this position. He noted during his five year tenure as commissioner, there had been eight interim/acting/city managers. It is hard to find the right person, and Mr. Stockwell is willing to come here and work under the contract we have provided, and to proceed under a one year contract to prove himself. Mr. Baldwin was leaning in this direction.

Commissioner Payne felt a vote had been taken at the last meeting, and now we needed to move forward in a new direction. She said the Commission was divided over this and remarked they could not make everyone happy, and it would be unfair to reverse that decision.

Commissioner Sikes said the Commission had originally formed a consensus to offer Mr. Stockwell a contract, and then changed that decision at the next meeting. She felt they had put themselves in an embarrassing position. Mayor Boss stated the response to that contract was outrageous and that changed much of the thinking.

Commissioner Sikes said she was impressed at the number of folks in the audience tonight in support of Robert Stockwell, and noted they were some of the prominent business people of the community. She was in support of hiring Robert Stockwell, saying it would be to our advantage.
Acting City Manager Paluch asked Assistant City Attorney Lauren Truitt what the process would be to change a past vote. Commissioner Payne was not comfortable speaking about anything spoken of in Executive Session. Commissioner Sikes said we talked at the last commission meeting about reaching

a consensus in an Executive Session. Assistant City Attorney Truitt thought this discussion was fine, but cautioned them in that respect.

Commissioner Payne and Sikes discussed the consensus and presenting a united front.

Commissioner Turnbull reminded everyone that Mr. Stockwell's contract stated it was contingent on the vote of the Commission, and she thought the Commission should stand behind the vote taken at the last meeting. She thought the goal tonight was to decide whether to hire a firm or to continue with the City going out for applications for city manager. She was in favor of hiring a firm to take on the responsibility.

Mayor Pro-Tem Hernandez said we need to move forward and decide whether a firm will handle this hiring process or we should let City Staff do so. Commissioner Martin was in favor of hiring a firm.

Mayor Pro-Tem Hernandez asked if there was a way to keep the applicant names from the media, because in the past we have lost applicants when they realized their names would become public. This was because they had jobs and did not wish for anyone to know they were looking for another position. He asked the media to respect this. Commissioner Sikes said that as long as the names were under the umbrella of the recruiting firm and had not been given to the commission, those names were protected and not subject to a public records request. Mayor Pro-Tem Hernandez said he was not opposed to the media obtaining these names, but it made the hiring process so difficult.

Human Resource Director Josselyn said last time the newspaper held off until we had the final applicants before they asked for their information, and we still lost a couple of candidates when we called them to let them know their names would be released to the media. The mayor pro-tem agreed.

Mayor Boss and Ms. Josselyn discussed the advantage of using a search firm; they would not have to release any applicant information until they turned the information over to the city.

Commissioner Baldwin wanted to see more information about cost, processes, track records and retention rates of recruiting agencies before proceeding. Human Resource Director Josselyn said that if we do use a research firm, it would be contingent on us doing some checking on the candidates, as well.

Acting City Manager Paluch told them those questions would be answered in the RFP – retention rate, cost, plan for process, and any other wishes the Commission would like.

Commissioner Martin asked how long this process took last time with the recruitment firm. Ms. Josselyn said that was in 2008 and she couldn't remember exactly, but thought the city manager left in about August of 2008 and we hired the next city manager in October 2009.

The Commission discussed directing City Staff to go with an RFP for search firms to begin the city manager search. Acting City Manager Paluch said the RFP process would take about four weeks to get it out and receive responses.

The Commission directed City Staff to go out with an RFP for recruitment firms. After that they would review the results of the responses and decide whether to go with a firm or keep the process in-house.

Mike Hamberlin asked from the audience if he could address the Commission, and the mayor allowed him to do so. Mr. Hamberlin started to speak about Mr. Stockwell and Mayor Boss interrupted him to say the decision had already been made, and asked him to sit down. Mr. Hamberlin said there was a man ready to work and the Commission was going to spend more tax payer money on looking for someone else. Mayor Boss interrupted again and said the Commissioners had been elected to make these decisions, and again asked him to sit down.

ADJOURNMENT

Mayor Pro-Tem Hernandez moved to adjourn at 7:21 p.m. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

____
Mayor Richard Boss

ATTEST:

____
City Clerk Nancy E. Jacobs

(Prepared by Nancy Jacobs, City Clerk)
Approved at the Regular Meeting held on September 27, 2016.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/12/2016 **Report No:** 4.

Submitted By: Nancy Jacobs

Subject: Approve the statements related to the Executive Session held on September 13, 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 27, 2016: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on September 13, 2016, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: purchase, acquisition or disposal of real property (Scenic Dr. extension); and purchase, acquisition or disposal of real property (First/Florida realignment).

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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/16/2016 **Report No:** 5.

Submitted By: Mikel Ward

Subject: Consider, and act upon, Resolution 2016-38 accepting the Assistance to Firefighter Operations and Safety Grant Award from the US Department of Homeland Security - Federal Emergency Management Agency, in the amount of $69,000, including a local match of $6,272 *(Mikel Ward, Fire Chief).* **(Roll Call Vote required)**

Fiscal Impact: Total Fiscal Impact $69,000 including a COA 10% match of $6,272.
Amount Budgeted: $6,272.00
Fund: 033- Fire Protection Fund

Additional Fiscal Impact: The total fiscal impact for accepting this award is $69,000. This includes a revenue increase of $62,728 and a local match from budgeted fund in 033- Fire Protection Fund of $6,272.

Recommendation: The City staff recommends that the City Commission approve the resolution. **(Roll Call Vote required)**

Background: On January 12, 2016 the City Commission granted city staff authorization to formally submit an application for the Assistance to Firefighter Operations and Safety Grant to the US Department of Homeland Security - Federal Emergency Management Agency on behalf of the City.

As a result, the Fire Department applied to the FY2015 Assistance to Firefighter's (competitive) Grant Program on January 15, 2016 with the directive of the City Manager in order to protect the safety of the public and firefighting personnel by purchasing needed equipment. The grant will allow for the purchase of much needed firefighting PPE (Self-Contained Breathing Apparatus) and portable communications radios.

Subsequently, the City of Alamogordo on September 2, 2016 received formal notice that the grant application had been approved, awarding the City a project amount totaling $69,000. The Federal contribution is equal to 90% or $62,728 of the project cost, while the City is required to make a 10% match of $6,272.

RESOLUTION NO. 2016-38

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALAMOGORDO, NEW MEXICO ACCEPTING THE ASSISTANCE TO FIREFIGHTERS OPERATIONS AND SAFETY GRANT (AFG) FROM US DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY AGENCYIN THE AMOUNT OF $69,000.00, INCLUDING A LOCAL MATCH OF $6,272.00.

WHEREAS, the Board of Commissioners of the City of Alamogordo, of Otero County of the State of New Mexico seeks to accept the federal assistance being offered to the City by US Department of Homeland Security, Federal Emergency Agency under the Assistance to Firefighters Operations and Safety Grant Program; and,

WHEREAS, the purpose of the Assistance to Firefighters Operations and Safety Grant seeks to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards by funding critically needed resources and training to emergency personnel in order to foster interoperability and support community resilience; and,

WHEREAS, the Assistance to Firefighters Operations and Safety Grant Program project funds total $69,000.00, of which the federal share is 90 percent or $62,728 of the approved amount and the local required match is 10 percent or $6,272.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, THAT

Section 1. The City of Alamogordo hereby accepts the Assistance to Firefighters Operations and Safety Grant from the US Department of Homeland Security, Federal Emergency Agency; and,

Section 2 . The City Commission acknowledges that by accepting the Assistance to Firefighters Operations and Safety Grant it also accepts the federal responsibilities for administering this grant in accordance with the grant agreement program articles found in the Assistance from Firefighters Grant Program's E-Grant; which outline the terms and conditions of the grant.

Section 3 . The City Commission directs and designates the City Manager, or his/her successors and designees as official representatives authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement; and,

Section 4 . The City of Alamogordo officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED APPROVED AND ADOPTED this _______ of _______ 2016.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

____
Richard Boss, Mayor

ATTEST:

____
Nancy Jacobs, City Clerk

APPROVED AS TO FORM;

____
Lauren Truitt, Assistant City Attorney

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mr. Mikel Ward
City of Alamogordo Fire Department
619 Texas
Alamogordo, New Mexico 88310-6759

Re: Award No.EMW-2015-FO-06646

Dear Mr. Ward:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Assistance to Firefighters Grant has been approved in the amount of $62,728.00. As a condition of this award, you are required to contribute a cost match in the amount of $6,272.00 of non-Federal funds, or 10 percent of the Federal contribution of $62,728.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

Brian E. Kamoie
Assistant Administrator for Grant Programs

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application

INSTRUMENT:	GRANT
AGREEMENT NUMBER:	EMW-2015-FO-06646
GRANTEE:	City of Alamogordo Fire Department
DUNS NUMBER:	086854825
AMOUNT:	$69,000.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

24-AUG-16 to 23-AUG-17

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$69,000.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00
State Taxes	$0.00
Total	$69,000.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

The Program Office has made the following reductions to your grant:

The funding for the SCBAs have been reduced from $8200 each to $7000 each

Therefore, they have recommended the award at this level:
Total budget $ 69,000
Federal share $ 62,728
Applicant share $ 6,272

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Francisco Bernal at francisco.bernal2@fema.dhs.gov

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

The Program Office has made the following reductions to your grant:

The funding for the SCBAs have been reduced from $8200 each to $7000 each

Therefore, they have recommended the award at this level:
Total budget $ 69,000
Federal share $ 62,728
Applicant share $ 6,272

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Francisco Bernal at francisco.bernal2@fema.dhs.gov

Agreement Articles

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: City of Alamogordo Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2015-FO-06646

AMENDMENT NUMBER:

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I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances - Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq*.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq*.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received-

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

i. in the subrecipient's preceding fiscal year, the subrecipient received-

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree-and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. **System of Award Management and Universal Identifier Requirements**

A. Requirement for System of Award Management
Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier
If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions
For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

    a. A Governmental organization, which is a State, local government, or Indian Tribe;

    b. A foreign public entity;

    c. A domestic or foreign nonprofit organization;

    d. A domestic or foreign for-profit organization; and

    e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

    a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

    b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

    c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

    a. Receives a subaward from you under this award; and

    b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. **Incorporation by Reference of Notice of Funding Opportunity**

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. **Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XLI. **Environmental Planning and Historic Preservation Screening**

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National

Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency- website at: https://www.fema.gov/library/viewRecord.do?id=6906

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2015-FO-06646	0	85-6000099	AWARD	WX02311N2016T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
City of Alamogordo Fire Department 619 Texas Alamogordo New Mexico, 88310-6759	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Marketa Walker	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Mikel Ward	5754394119X211	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
24-AUG-16	SF-270	Cost Sharing	From:24-AUG-16 To:23-AUG-17 Budget Period From:01-OCT-15 To:30-SEP-16

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2016-F5-C111-P4310000-4101-D	$0.00	$62,728.00	$62,728.00	$6,272.00
		TOTALS	$0.00	$62,728.00	$62,728.00	$6,272.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
N/A	N/A
18. FEMA SIGNATORY OFFICIAL (Name and Title)	**DATE**
Marketa Walker	18-AUG-16

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AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/22/2016 **Report No:** 6.

Submitted By: Veronica Ortega

Subject: Consider, and act upon, Resolution 2016-41 for an agreement with Department of Finance and Administration to accept Capital Appropriation for the Family Recreation Center Locker Room Renovation. (*Veronica Ortega, Community Services Director*) **(Roll Call Vote required)**

Fiscal Impact: $245,000
Amount Budgeted: $245,000.00
Fund: 032-0000-317-1613/State Grant

Additional Fiscal Impact:

Recommendation: Approve the Resolution and agreement. **(Roll Call Vote required)**

Background: The Community Services Department requested funding via the 2016 ICIP funding process to plan, design, construct, renovate and improve the Family Recreation Center locker rooms. This project was approved in the 2016 Legislative Session appropriating $245,000 for the renovations.

Nancy Belshar, Project Manager will oversee this project. The appropriation will revert June 30, 2020.

RESOLUTION NO. 2016-41

A RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION FOR SPECIAL APPROPRIATION PROJECT (16-A2466) IN THE AMOUNT OF $245,000.00 TO PLAN, DESIGN, CONSTRUCT, RENOVATE AND IMPROVE THE FAMILY RECREATION CENTER LOCKER ROOMS

WHEREAS, the City of Alamogordo seeks to enter into a Grant Agreement with the State of New Mexico Department of Finance and Administration under Special Appropriation Project 16-A2466; and,

WHEREAS, the Special Appropriation Project 16-A2466 funds total $245,000; and,

WHEREAS, these funds will be utilized to plan, design, construct, renovate and improve the Family Recreation Center locker rooms in the City of Alamogordo, Otero County; and,

WHEREAS, the estimated cost to plan, design, construct, renovate and improve the Family Recreation Center locker rooms is no more than $245,000.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, THAT:

Section 1. The City of Alamogordo is hereby authorized to prepare and submit the Special Appropriation Project (SAP) grant agreement package; and,

Section 2. The City Commission directs and designates the City Manager and Assistant City Manager, or his/her successors as official representatives authorized to sign and request reimbursements and act as a single point of contact concerning all matters related to the grant agreement; and**,**

Section 3. The City of Alamogordo officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED APPROVED AND ADOPTED this 27th of September 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 Lauren Truitt, Assistant City Attorney

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of__________, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "LGD", and the **City of Alamogordo**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2016, Chapter 81, Section 22, Para. 146 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

16-A2466 $245,000.00 Appropriation Reversion Date: 30-JUN-20
Laws of 2016, Chapter 81, Section 22, Paragraph 146, two hundred forty-five thousand dollars ($245,000) to plan, design, construct, renovate and improve the family recreation center locker rooms in Alamogordo in Otero county;

The Grantee's total reimbursements shall not exceed the appropriation amount Two Hundred Forty-Five Thousand Dollars (**$245,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Two Thousand Four Hundred Fifty Dollars (**$2,450.00**), which equals Two Hundred Forty-Two Thousand Five Hundred Fifty Dollars (**$242,550.00**) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

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

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

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.

c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.

d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee:	City of Alamogordo
Name:	Cynde Sagenkahn
Title:	Grant Compliance Officer
Address:	1376 E. Ninth Street, Alamogordo, NM, 88310
Email:	csagenkahn@ci.alamogordo.nm.us
Telephone:	575-439-4257
FAX:	575-437-4396

Department:	DFA/Local Government Division
Name:	Ms. Karen Ramage
Title:	Project Manager
Address:	Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email:	karen.ramage@state.nm.us
Telephone:	505-827-4963
FAX:	505-824-4948

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2020**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** "expended" and an "expenditure" has ***not*** occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

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

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and

(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department may require directly into a database maintained by the Department. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. <u>Requests for Additional Information/Project Inspection</u>

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liablities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. **<u>Deadlines</u>**

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

(i) Immediately as they are received by the Grantee but at a minimum of twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed $25,000; or
(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
(iii) Twenty (20) days from date of Early Termination; or
(iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance written approval.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

(iv)The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

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

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Alamogordo** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Alamogordo**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Alamogordo**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Alamogordo** or DFA/LGD."

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

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

"This contract is funded in whole or in part by funds made available under Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Alamogordo** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Alamogordo**'s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

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

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

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

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

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

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Grantee and the Division do hearby execute this Grant Agreement as of the date of the first above written.

THIS GRANT AGREEMENT has been approved by:

City of Alamogordo

____ ____________

Signature of Official with Authority to Bind Grantee Date

____

(Type or Print Name)

STATE OF NEW MEXICO)
)ss
COUNTY OF ___________)

The foregoing instrument was acknowledged before me this _____ day of ___________, 20_____,
by ______________________

____

seal Notary Public

My Commission Expires: ________________

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: ____ ____________

Rick Lopez, Director Date

STATE OF NEW MEXICO)
)ss
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of ___________, 20_____,
by ______________________

____

seal Notary Public

My Commission Expires: ________________

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1

☐ **PERIODIC REPORT** ☐ **FINAL REPORT**

Grantee: ____________________

Project Number: ____________________ **Reporting Period:** ____________________

1. Please provide a detailed status of project referenced above.

   A. Third Party Obligations
   Purchase Order or Contract # ____________________

   Name of Contractor or Vendor: ____________________

   Amount of Third Party Obligation: ____________________

   Date Executed: ____________________

   Termination Date: ____________________

   B. Project Phase
   Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction ☐
   (provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: ____________________

   Total Amount of all Notices of Obligation to Reimburse: ____________________

   Total Grant Amount Expended by Grantee to Date: ____________________

   Grant Balance as of this Date: ____________________

   Amount of Other Unexpended Funding Sources: ____________________

☐ **PERIODIC REPORT**
I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT**
I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

____________________ ____________________
Grantee Representative/Title Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: ____________
B. Address: ____________
Complete Mailing, Including Suite, if applicable
____
City State Zip
C. Phone No: ____________
D. Grant No: ____________
E. Project Title: ____________
F. Grant Expiration Date: ____________

II. Payment Computation

A. Grant Amount: ____________
B. AIPP Amount (If Applicable) ____________
C. Funds Requested to Date: ____________
D. Amount Requested this Payment: ____________
E. Grant Balance: $0.00
F. ☐ GF ☐ GOB ☐ STB (attach wire if 1st draw)
G. Payment Request No. ____________

III. Fiscal Year Expenditure Period Ending:

(check one)

(Jan-Jun) ☐ Fiscal
(Jul-Dec) ☐ Year

IV. Certification:

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

____
Grantee Fiscal Officer
or Fiscal Agent (if applicable)

____
Printed Name
Date: ____________

SWORN TO AND SUBSCRIBED
before me on this_______day
of______________, 20_____

Notary Public ____________
My Commission expires ____________

____
Grantee Representative

____
Printed Name
Date: ____________

SWORN TO AND SUBSCRIBED
before me on this_______day
of______________, 20_____

Notary Public ____________
My Commission expires ____________

(Department Use Only)

Vendor Code: ____________
Loc No.: ____________
Fund No.: ____________

Division Fiscal Officer Date

I certify that the Grantee financial and vendor file information agree with the above submitted information

Division Project Manager Date

I certify that the Grantee records and related appropriation laws agree with the above submitted information.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3

DATE: ____________________

TO: Granteee Representative: ____________________

FROM: Department Representative: ____________________

SUBJECT: Notice of Obligation to Reimburse Grantee
Project Number: 16-A2466

As the designated representative of the Department for the Grant Agreement number 16-A2466 entered into between Grantee and the Department, I certify that the Grantee has submitted to the department the following third party obligation executed in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract)#: ____________________
Vendor of Contractor: ____________________
Third party Obligation amount: __________
Termination Date: ____________________

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

Grant Amount adjusted for AIPP if applicable: __________
The Amount of this notice of Obligation to Reimburse: __________
The Total Amount of all Previously Issued Notices of Obligation: __________
The Total Amount of all Notices of Obligation to Reimburse as of this Date: __________

Department Representative: ____________________

Title: ____________________

Signature: ____________________

Date: ____________________

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/19/2016 **Report No:** 7.

Submitted By: Veronica Ortega

Subject: Consider, and act upon, four agreements with Otero County for Transportation, Meals on Wheels/La Luz, RSVP Services and Alamogordo Library Services for County residents. (*Veronica Ortega, Community Services Director*)

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Library:
Amount Budgeted: $25,000
032-7101-316-1530 - Miscellaneous Revenue/Otero County Library
Contract Amount: $24,750

Alamo Senior Center:
Meals on Wheels/La Luz & Transportation
071-0000-317-1613 - Grants/Otero County
Amount Budgeted: $51,000*
Contract Amount: $54,552
(Meals on Wheels/La Luz - $30,050, Transportation - $24,502)

RSVP
075-0000-316-1562 - Miscellaneous Revenue/Otero County Reimburse
Amount Budgeted: $6,000
Contract Amount: $6.000

Recommendation: Approve the Agreements.

Background: Otero County provides the City with funding for transportation services which are provided by the Senior Center to clients over the age of 60 who reside outside of city limits. Funding is also made available by the County for home-delivered meals for seniors over 60 who live in the La Luz area and are unable to prepare their own meals. The County has allocated funds for our Retired Senior Volunteer Programs (RSVP) to assist with expenses and mileage reimbursement for our volunteers.

The County has also allocated funds for Alamogordo Public Library Services that will be spent on books and related materials. These new materials could include audiobooks, electronic books, digital music, DVDs, etc. It is a supplement to the funds allocated from the City, and helps us to qualify for State Aid. A request was made for $25,000 and the total amount awarded was $24,750.

*This is one of two contracts where the revenue is placed together in one line item. The total of both contracts is $54,552. A request was submitted to Otero County requesting $30,050 for the Meals on Wheels program, and the total amount of $30,050 was awarded.

A request of $24,502 was made for the Transportation program, and the total amount of $24,502 was awarded. Funding requested is based on the number of clients utilizing these services within a 10% variance. A request of $8,000 was made for the RSVP program, of which $6,000 was awarded.

COMMISSION/ADMINISTRATION
(575) 437-7427
FAX (575) 443-2904

1101 NEW YORK AVE.
ALAMOGORDO, NM 88310-8935

State of New Mexico
County of Otero

Commissioner, Dist. 1	Commissioner, Dist. 2	Commissioner, Dist. 3	County Manager
Janet T. White	**Susan Flores**	**Ronny Rardin**	**Pamela Heltner**

AGREEMENT
BETWEEN
OTERO COUNTY, NEW MEXICO
AND CITY OF ALAMOGORDO, NEW MEXICO
FOR
TRANSPORTATION OF SENIORS - COMMUNITY SERVICES FUNDING

THIS AGREEMENT is made and entered into this **1st day of July 2016**, by and between the Board of County Commissioners of Otero County, State of New Mexico, hereinafter referred to as "COUNTY," and the City of Alamogordo, New Mexico, hereinafter referred to as "CITY," to witness the following:

WHEREAS, the County has determined that it is in the best interests of the citizens of Otero County and that it will protect the health, safety, and welfare of the County to provide certain services provided for in this agreement; and

WHEREAS, the County has determined that these services can be performed most economically by the City;

WHEREAS, the City of Alamogordo, the County, the State of New Mexico and the Federal Government have historically provided funding for transportation services, case management and nutrition at the Alamogordo Senior Center.

NOW THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto, the County and the City agree as follows:

I. TERMS OF AGREEMENT:

The term of the Agreement begins on the **1st day of July 2016**, and shall terminate no later than the **30th day of June 2017**, or upon thirty (30) day written notice by either party to the other.

II STATUS:

City understands that as an Independent Contractor, it is not considered an employee of the County of Otero and, as such, is not entitled to any benefits normally provided to regular employees of the County of Otero. Independent Contractor further understands that this Agreement can be terminated for any reason whatsoever at any time. If either party terminates this Agreement, the City shall be entitled to payment for services rendered through the date of termination.

The City or its employees shall personally perform all services under this Agreement and shall not assign any interest in this Agreement without prior written consent of the County.

III SCOPE OF WORK:

The City agrees to provide transportation services to senior citizens who reside in the County.

IV. COMPLIANCE WITH APPLICABLE LAW:

The City is solely responsible for providing all services described herein and provided in a manner consistent with the laws of the United States and the laws of the State of New Mexico. City agrees to indemnify and hold County harmless from any and all liability whatsoever for the services provided.

V. COMPENSATION AND BENEFITS:

A. For the services rendered, County agrees to pay the City a certain budgeted amount each fiscal year. The parties acknowledge and agree that the County intends to fund this Agreement with funds received through the Payment In Lieu Of Taxes Program of the United States Government, and that failure by the County to receive PILT funds, or a reduction in the funding level for PILT will result in the nullification of this Agreement.

B. The County agrees to contribute the amount of **$24,502.00** to assist with the transportation services for senior citizens who reside in the County.

C. Payments will be made in equal quarterly installments, on October 1st, January 1st, April 1st, and June 30th. All payments shall be for services rendered to the date of payment and no advance payment may be made hereunder. On or before the date of the payment, the City shall furnish to the County a request for payment pursuant to this Agreement.

D. The City agrees to use the sums received from the County towards the payment of program and operating expenses.

E. To enable the County to evaluate the use of funds, the Independent Contractor shall keep detailed records of the transportation services provided to senior citizens who reside in the County. The Independent Contractor shall submit to the County's Legal and Finance

Departments quarterly reports on October 1st, January 1st, April 1st, and June 30th regarding the use of funds for such purposes. In addition, the Library shall submit an annual report by June 30th for presentation to the County Commission.

VI. GENERAL PROVISIONS:

A. This agreement expresses the entire agreement of the parties, all prior discussions, negotiations, and correspondence shall deem to be merged herein and shall not be offered to vary or contradict the terms hereof.

B. This agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

C. If any provisions, or portions thereof contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF the parties have set their hand this ____ day of August, 2016.

ATTEST:	**OTERO COUNTY, NEW MEXICO**
______________________________	______________________________
DENISE GUERRA **Otero County Clerk**	**PAMELA S. HELTNER** **County Manager**
(SEAL)	
ATTEST:	**CITY OF ALAMOGORDO** **State of New Mexico**
______________________________	______________________________
NANCY JACOBS **City Clerk**	**RICHARD BOSS** **Mayor**

COMMISSION/ADMINISTRATION
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1101 NEW YORK AVE.
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State of New Mexico
County of Otero

Commissioner, Dist. 1	Commissioner, Dist. 2	Commissioner, Dist. 3	County Manager
Janet T. White	**Susan Flores**	**Ronny Rardin**	**Pamela Heltner**

AGREEMENT
BETWEEN
OTERO COUNTY, NEW MEXICO
AND CITY OF ALAMOGORDO
FOR
HOME BOUND MEALS - LA LUZ - COMMUNITY SERVICES FUNDING

THIS AGREEMENT is made and entered into this **1st day of July, 2016**, by and between the Board of County Commissioners of Otero County, State of New Mexico, hereinafter referred to as **"COUNTY"**, and the City of Alamogordo, New Mexico, hereinafter referred to as **"CITY"**, to witness the following:

WHEREAS, at the request of the County, City has agreed to provide meal services for the home bound citizens in the La Luz area of the County;

WHEREAS, the County has determined that it is in the best interest of the citizens of Otero County and that it will protect the health, safety, and welfare of the County to provide certain services provided for in this Agreement; and

WHEREAS, the County has determined that these services can be performed most economically by the City.

NOW THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto, the County and the City agree as follows:

I. TERMS OF AGREEMENT:

The term of the Agreement begins on the **1st day of July 2016**, and shall terminate no later than the **30th day of June 2017**, or upon thirty (30) day written notice by either party to the other.

II. STATUS:

City understands that as an Independent Contractor, it is not considered an employee of the County of Otero, and as such, is not entitled to any benefits normally provided to regular employees of the County of Otero. City further understands that this Agreement can be terminated for any reason whatsoever at any time. If this Agreement is terminated by either party, the City shall be entitled to payment for services rendered through the date of termination. The City or its employees shall personally perform all services under this Agreement and shall not assign any interest in this Agreement without prior written consent of the County.

III. SCOPE OF WORK:

City agrees to furnish meal services for the home bound citizens in the La Luz area of the County, utilizing City employees and City equipment, such services to be provided in accordance with and under the supervision of the City Senior Programs Director.

IV. COMPLIANCE WITH APPLICABLE LAW:

City is solely responsible for providing all services described herein and provided in a manner consistent with the laws of the United States and the laws of the State of New Mexico.
City agrees to indemnify and hold County harmless from any and all liability whatsoever for the services provided.

V. COMPENSATION AND BENEFITS:

1. For the services rendered, County agrees to pay the City a certain budgeted amount each fiscal year. The parties acknowledge and agree that the County intends to fund this Agreement with funds through the Payment in Lieu of Taxes program of the United States Government, and that failure by the County to receive PILT funds, or a reduction in the funding level for PILT will result in the nullification of this Agreement.
2. The County agrees to contribute the amount of **$30,050.00** to the City to perform the services of furnishing meal services to the home bound citizens in the La Luz area of the County, utilizing City employees and City equipment, such services to be provided in accordance with and under the supervision of the City Senior Programs Director.
3. Payments will be made quarterly; on October 1st, January 1st, April 1st, and on June 30th. All payments shall be for services rendered to the date of payment and no advance

payment may be made hereunder. On or before the date of the quarterly payment, the Independent Contractor shall furnish to the County a statement reflecting all services rendered on behalf of the County, a report of the financial status, and the expenditures of funds. In addition, Independent Contractor shall submit an annual report by June 30th for presentation to the County Commission.

4. The City agrees to use the sums received from the County towards the payment of program and operating expenses and for no other purpose.
5. As an Independent Contractor, City shall not be entitled to incur or receive compensatory or overtime pay.
6. This Agreement will terminate in the event the County cannot fund City, or the City ceases to provide the services as stated herein. Termination of this Agreement will be in writing by either party by certified mail, return receipt requested. If the City ceases to provide services during any year after the County has paid its budgeted amount, the City will reimburse the County for that percentage of the fiscal year which is left after the City discontinues its services.
7. City agrees to use the sums received from the County toward payment of its operational expenses, including but not limited to, the purchase of office supplies and for the payment of salaries for employees. However, City agrees that none of the funds provided to City by the County shall be used for the purchase of "capital" items.

VI. GENERAL PROVISIONS:

1. This Agreement expresses the entire agreement of the parties, all prior discussions, negotiations, and correspondence shall deem to be merged herein and shall not be offered to vary or contradict the terms hereof.
2. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, executors, and personal representatives of the City.
3. If any provisions, or portions thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in fu1l force and effect.
4. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF the parties have set their hand this ____ day of August, 2016.

OTERO COUNTY, NEW MEXICO

ATTEST:

____
DENISE GUERRA
Otero County Clerk

(SEAL)

____
PAMELA S. HELTNER
County Manager

CITY OF ALAMOGORDO, NEW MEXICO a municipal corporation

ATTEST:

____
NANCY JACOBS
City Clerk

____
RICHARD BOSS
Mayor

COMMISSION / ADMINISTRATION
(575) 437-7427
FAX (575) 443-2904

1101 NEW YORK AVE.
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State of New Mexico
County of Otero

Commissioner, Dist. 1	Commissioner, Dist. 2	Commissioner, Dist. 3	County Manager
Janet T. White	**Susan Flores**	**Ronny Rardin**	**Pamela Heltner**

AGREEMENT BETWEEN OTERO COUNTY, NEW MEXICO AND CITY OF ALAMOGORDO FOR RETIRED SENIOR VOLUNTEER PROGRAM – COMMUNITY SERVICES FUNDING

THIS AGREEMENT regarding the Retired Senior Volunteer Program hereinafter referred to as "AGREEMENT", and is made and entered into this **1st day of July 2016**, by and between the Board of County Commissioners of Otero County, State of New Mexico hereinafter referred to as **"COUNTY"**), and the City of Alamogordo, New Mexico (hereinafter referred to as **"CITY"**).

WHEREAS, at the request of the County, City has agreed to coordinate the provision of the Retired Senior Volunteer Program Services to residents of Otero County; and

WHEREAS, the County has determined that these services can be performed most economically by the City; and

NOW THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto, the County and the City agree as follows:

I. TERM OF AGREEMENT:

The term of the Agreement shall be from the **1st day of July 2016**, and the last day of the Agreement shall be not later than the **30th day of June 2017**, unless this Agreement is terminated earlier by either of the parties.

II. STATUS:

Independent Contractor understands that as an Independent Contractor, it is not considered an employee of the County of Otero and, as such, is not entitled to any benefits normally provided to regular employees of the County of Otero. Independent Contractor further understands that this Agreement can be terminated for any reason whatsoever at any time. Independent Contractor, if terminated, shall be entitled to payment for services rendered through the date of termination. It is specifically understood by Independent Contractor that its Agreement with the County of Otero shall immediately terminate no later than the 30th of June 2017. The City or its employees shall perform all services under this Agreement and shall not assign any interest in this Agreement without prior written consent of the County.

III. SCOPE OF WORK:

The City agrees to reimburse the RSVP volunteers for mileage between their home and volunteer site. The reimbursement is limited to .40 per mile and limited to $70.00 per month.

IV. COMPLIANCE WITH APPLICABLE LAW:

City is solely responsible for providing all services described herein and provided in a manner consistent with the laws of the United States and the laws of the State of New Mexico.

City agrees to indemnify and hold County harmless from any and all liability whatsoever for the services provided.

V. COMPENSATION AND BENEFITS:

1. For the services rendered, County agrees to pay the City a certain budgeted amount. The parties acknowledge and agree that the County intends to fund this Agreement with monies received through the Payment In Lieu Of Tax Program of the United States Government, and that failure by the County to receive PILT Funds, or a reduction in the funding level for PILT will result in the County canceling this Agreement.
2. The County agrees to contribute the amount of **$6,000.00** to the City for funding the Retired Senior Volunteer Program (RSVP).
3. Payments will be made quarterly, on October 1st, January 1st, April 1st and June 30th. All payments shall be for services rendered to the date of request and no advance payment shall be made. On or before the date of the quarterly payment, the City shall furnish to the County a statement, as well as a detailed accounting of payments made to volunteers to reimburse them for mileage expenses for travel between home and volunteer site. In addition, the City shall submit an annual accounting by June 30th for presentation to the County Commission.
4. The City agrees to use the sums received from the County toward the payment of reimbursing volunteers for mileage expenses

VI. GENERAL PROVISIONS:

1. This Agreement expresses the entire agreement of the parties, and all prior discussions, negotiations, and correspondence shall be deemed to be merged herein and shall not be offered to vary or contradict the terms hereof.
2. This Agreement shall be binding on and inure to the benefits of the successors and assigns of the parties.
3. If any provisions, or portions thereof contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severed and shall not be affected and shall remain in full force and effect.
4. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF the parties hereto have set their hand this ___ day of August, 2016.

OTERO COUNTY, NEW MEXICO

ATTEST:

DENISE GUERRA
Otero County Clerk

(SEAL)

PAMELA S. HELTNER
County Manager

CITY OF ALAMOGORDO, NEW MEXICO
a Municipal Corporation

ATTEST:

NANCY JACOBS
City Clerk

(SEAL)

RICHARD BOSS
Mayor

COMMISSION / ADMINISTRATION
(575) 437-7427
FAX (575) 443-2904

1101 NEW YORK AVE.
ALAMOGORDO, NM 88310-8935

State of New Mexico
County of Otero

Commissioner, Dist. 1	Commissioner, Dist. 2	Commissioner, Dist. 3	County Manager
Janet T. White	**Susan Flores**	**Ronny Rardin**	**Pamela Heltner**

AGREEMENT
ALAMOGORDO LIBRARY SERVICES

THIS AGREEMENT REGARDING LIBRARY SERVICES is made and entered into this **1st day of July 2016**, hereinafter referred to as the "Agreement", is made by and between the Board of County Commissioners of Otero County, State of New Mexico (hereinafter referred to as **"COUNTY"**), and the City of Alamogordo, New Mexico, a New Mexico municipal corporation (hereinafter referred to as **"CITY"**) to witness the following:

WHEREAS, at the request of the County, City has agreed to provide library services to residents of County;

WHEREAS, the County has determined that it is in the best interests of the citizens of Otero County and that it will protect the health, safety, and welfare of the County to provide certain services provided for in this agreement; and

WHEREAS, the County has determined that these services can be performed most economically by the City;

WHEREAS, the City, the County, the State of New Mexico and private donors have historically provided funding for the library.

NOW THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto, the County and the City agree as follows:

I. TERM OF AGREEMENT:

The term of the Agreement begins on the **1st day of July 2016**, and shall terminate no later than the **30th day of June 2017**, or upon thirty (30) day written notice by either party to the other.

II. STATUS:

City understands that as an Independent Contractor, it is not considered an employee of the County of Otero and, as such, is not entitled to any benefits normally provided to regular employees of the County of Otero. City further understands that this Agreement can be terminated for any reason whatsoever at any time. If this Agreement is terminated by either party, the City shall be entitled to payment for services rendered through the date of termination.

The City or its employees shall personally perform all services under this Agreement and the City shall not assign any interest in this Agreement without prior written consent of the County.

III. SCOPE OF WORK:

City agrees to enhance the library collection and furnish library services to residents of the County, utilizing City employees and City equipment, such services to be provided in accordance with and under the supervision of the Director, Alamogordo Public Library.

IV. COMPLIANCE WITH APPLICABLE LAW:

City is solely responsible for providing all services described herein and provided in a manner consistent with the laws of the United States and the laws of the State of New Mexico.

City agrees to indemnify and hold County harmless from any and all liability whatsoever for the services provided.

V. COMPENSATION AND BENEFITS:

A. For the services rendered, County agrees to pay the City a certain budgeted amount. The parties acknowledge and agree that the County intends to fund this agreement with funds received through the payment in lieu of tax programs of the United States Government and that failure by the County to receive PILT funds or a reduction in the funding level for PILT will result in the nullification of this agreement.

B. The County agrees to contribute the amount of **$24,750.00** to the City to enhance its library collection and to perform the services of furnishing library services to residents of

County, utilizing City employees and City equipment, such services to be provided in accordance with and under the supervision of the Director, Alamogordo Public Library.

C. Payments will be made in equal quarterly installments on October 1st, January 1st, April 1st, and June 30th. All payments shall be for services rendered to the date of payment and no advance payment may be made hereunder. On or before the date of the quarterly payment, the City shall furnish to the County a request for payment pursuant to this Agreement.

D. The City agrees to use the sums received from the County for the exclusive purposes of completing the scope of work set forth in Section II above.

E. To enable the County to evaluate the use of funds, the Library shall keep detailed records of the titles of books purchased and identification of other materials purchased in order to enhance the Library's collection; as well as detailed information regarding the library services provided to the residents of the County. The Library shall submit to the County's Legal and Finance Departments quarterly reports on or before October 1st, January 1st, April 1st, and June 30th regarding the use of funds. In addition, the Library shall submit an annual report by June 30th for presentation to the County Commission.

VI. GENERAL PROVISIONS:

A. This agreement expresses the entire agreement of the parties, all prior discussions, negotiations, and correspondence shall deem to be merged herein and shall not be offered to vary or contradict the terms hereof.

B. This agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

C. If any provisions, or portions thereof contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF the parties have set their hand this ____ day of August, 2016.

ATTEST:

OTERO COUNTY, NEW MEXICO

____
DENISE GUERRA
Otero County Clerk

____
PAMELA S. HELTNER
County Manager

(SEAL)

ATTEST:

CITY OF ALAMOGORDO
State of New Mexico

____
NANCY JACOBS
City Clerk

____
RICHARD BOSS
Mayor

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/13/2016 **Report No:** 8.

Submitted By: Barbara Pyeatt

Subject: Consider, and act upon, a bid award of IFB 2016-07 Hot Mix, to AggTec LLC to be utilized by various departments. *(Barbara Pyeatt, Chief Procurement Officer)*

Fiscal Impact: $200,753 Estimated
Amount Budgeted: $0.00
Fund: Various Departments

Additional Fiscal Impact:

Recommendation: Award IFB No. 2016-07, To AccTech LLC for an estimated amount of $200,753.00.

Background: IFB No. 2016-07 Hot Mix was advertised on August 7, 2016 and opened on August 30, 2016 at 2:00pm AccTech LLC was the only low bidder on IFB No. 2016-07.

The purchase of Hot Mix will be used by various City Departments, with primary usage being for the Public Works Street Maintenance Department. This is an estimated quantity, multi-term contract commencing September 25, 2016 through September 24, 2017 for the first term. The contract may be extended for three additional one-year terms upon mutual acceptance.

Bid tabulation attached.

BID TABULATION
Hot Mix
CITY OF ALAMOGORDO IFB 2016-07
August 30, 2016 2:00 PM

ITEM NO.	ESTIMATED QUANITY TONS	DESCRIPTION	AGG TEC	
			Unit Price	Total Price
1	1 Ton	Hot Mix, Grade "A" Per Specifications (Not Delivered)	$73.00	$73.00
2	2500 Tons	Hot Mix, Grade "B" as attached specifications (Not Delivered)	$73.00	$182,500.00
3	45 ea	Plant start up fee assessed for a total daily purchase of less than fifteen (15) tons. **(See Hot Mix Requirements page 11, item No. 1)**	$400.00	$400.00
4	1 ea	Cost per ton mile for hot mix deliveries	$0.50	$0.50
5	1 ea	Cost per hour for 12cu Yd., capacity dump truck to deliver hot mix	$85.00	$85.00
6	1 ea	Cost per hour for 24cu Yd., capacity dump truck to deliver hot mix	$94.50	$94.50
TOTAL BASE BID			**$726.00**	**$200,753.00**

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/22/2016 **Report No:** 9.

Submitted By: Veronica Ortega

Subject: Direction to Staff regarding Bubble options for the Family Recreation Center pool. *(Maggie Paluch, Acting City Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Provide further direction.

Background: Discuss new findings in order to replace the bubble as well as review other options brought forth to the City Commission as attached.

Staff will bring forth information and possible solutions for the City Commissioners in order to move forward with future direction.

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 from was provided by LIBART
**this cost is from USA Swimming

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

TABLED
OPTION - 1 - NEW FACILITY - 9-13-16 MEETING?
OPTION - 2 - BUBBLE - TIME LINE

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/23/2016 **Report No:** 10.

Submitted By: Maggie Paluch

Subject: Consider, and act upon, funding for the NM Aviation Aerospace Career Expo on October 6, 2016. *(Maggie Paluch, Acting City Manager)*

Fiscal Impact: 11,000.00
Amount Budgeted: $0.00
Fund: 020-0006-454.57-93

Additional Fiscal Impact:

Recommendation: Provide direction to Staff.

Background: Mr. Bill Shuert, President of the New Mexico Aviation Aerospace Association presented to the City Commission at their September 13,2016 meeting the opportunity to become a partnering sponsor for the NM Aviation Aerospace Career Expo scheduled for October 6, 2016, at Holloman Air Force Base (HAFB) by contributing $11,000, which is the cost to bus Alamogordo Public School (APD) students to Holloman Air Force Base (HAFB).

NMAAA
NEW MEXICO AVIATION AEROSPACE ASSOCIATION

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!


.S. AIR FORCE ACADEM
Lt Col Lisa Mase
BERRENDO
BULLDOGS
BERRENDO
Bulldogs


AIR FORCE

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 pervious 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: 09/27/2016 **Report Date:** 9/22/2016 **Report No:** 11.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2016-39 approving the lease of the Housing Authority Learning Center located at 1614 Abuelito to the Otero Hunger Coalition. *(Evelyn Huff, Housing Authority Manager)* **(Roll Call Vote required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve Resolution 2016-39. **(Roll Call Vote required)**

Background:
The Otero Hunger Coalition is a New Mexico nonprofit corporation that was organized in part for the purposes of providing meals free of charge to the needy, indigent and homeless individuals in Otero County. The coalition does further work with local government agencies to identify individuals and families in need of emergency housing assistance and advocates on the behalf of the homeless.

The Learning Center located at 1614 Abuelito Drive was built by the Housing Authority in the late 1970's to serve as a senior center and then later as the headquarters for the Drug Elimination Program. Once funding for that program was discontinued in the late 1990's, the Learning Center was used primarily for storage.

If the lease were approved, the Coalition would use the building to continue to support meals through the coordination of food purchase, rescue, storage and distribution . The building would also be used as an emergency food pantry to provide free supplemental groceries to at risk individuals and families. The Coalition would also use the building to help develop an Emergency Housing Rapid Response team to help the homeless population find the necessary housing assistance.

The Housing Authority would provide the building and the maintenance of the major systems. In return the Coalition would pay a yearly rent of $12,412. This rent may be paid by monetary means or offset through providing services to the community, such as meals. The Coalition will be responsible for all utilities and the day to day upkeep of the interior of the property.

RESOLUTION NO. 2016-39

A RESOLUTION REQUESTING APPROVAL OF A LEASE BETWEEN THE OTERO HUNGER COALITION AND THE HOUSING AUTHORITY OF THE CITY OF ALAMOGORDO

WHEREAS, the Otero Hunger Coalition (Coalition) and Public Housing Authority (PHA) requests approval to lease the Learning Center building located at 1614 Abuelito to the Coalition; and,

WHEREAS, the Coalition is a New Mexico nonprofit corporation that was organized in part for the purposes of providing meals free of charge to the needy, indigent and homeless individuals in Otero County; and,

WHEREAS, the Coalition is in need of administrative facilities and space to establish and operate an emergency food pantry; and,

WHEREAS, the PHA has space available at the Plaza Hacienda complex in the form of the Learning Center located at 1614 Abuelito; and,

WHEREAS, the Housing Authority Advisory Board has recommended the approval of the lease;

BE IT THEREFORE RESOLVED by the City Commission of the City of Alamogordo, New Mexico; that the lease between the Otero Hunger Coalition and the Housing Authority of the City of Alamogordo is approved

PASSED, APPROVED AND ADOPTED this 27th day of September, 2016.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico Municipal Corporation

By: ___________________________________
Richard A. Boss, Mayor

ATTEST:

____
Nancy E. Jacobs, City Clerk

APPROVED AS TO FORM:

____
Lauren Truitt, Assistant City Attorney

LEASE AGREEMENT
(Otero Hunger Coalition)

This **LEASE AGREEMENT** ("Agreement") is between the City of Alamogordo (the "CITY"), a New Mexico municipal corporation, and the Otero Hunger Coalition (the “Coalition"), a New Mexico Non Profit Corporation.

WHEREAS, the Coalition is a New Mexico nonprofit corporation that was organized in part for the purposes of providing meals free of charge to the needy, indigent and homeless individuals in Otero County; and

WHEREAS, the Coalition does further work with local governmental agencies to identify individuals and families in need of emergency housing assistance and advocates on the behalf of the homeless; and

WHEREAS, the Coalition is in need of administrative facilities and space to establish and operate a emergency food pantry; and

WHEREAS, the City has space available in its public housing complex known as Plaza Hacienda; and

WHEREAS, the Coalition desires to lease, and the City desires to grant the lease to the Coalition Unit R, which is located in Plaza Hacienda at 1614 Abuelito Drive.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, it is understood and agreed between the parties as follows:

1. LEASE. In consideration of the mutual covenants and agreements set forth herein, the City hereby leases to COALITION Unit R, with the address of 1614 Abuelito Drive, Alamogordo, New Mexico (as shown on (Exhibit A”), consisting of 1,678 square feet (as shown on “Exhibit B”) (the “Premises”).

1.1 The Premises are to be used for administrative services, an emergency food pantry, and other programs and operations related thereto. The leasehold includes with the right of ingress and egress to and from Unit R through and across property owned by the City that is adjacent to the Premises in a manner to be directed by the City.

1.2 The leasehold interest granted by this Lease shall be subject and subordinate to the right of the City to operate, maintain, repair, modify, and improve the Plaza Hacienda housing complex.

2. Term. The initial term of this Lease (“Initial Term”) shall begin on the first day of the month immediately following the month in which this Lease is executed by the Mayor (“Effective Date”), and shall continue for a period of one (1) year, unless earlier terminated pursuant to any provision of this Lease.

2.1 Renewal Periods. Following the expiration of the Initial Term, the COALITION shall have the option to renew this Lease, upon mutual consent of the parties, for nineteen additional one (1) year periods (“Renewal Periods”), provided that:

2.1.1 The COALITION notifies City in writing of its intent to exercise its option to renew at least thirty (30) days prior to the end of the Initial Term or subsequent Renewal Periods. In the event the COALITION fails to provide the CITY with such written notice, the COALITION shall be deemed to have declined to exercise its right to such Renewal Period; and

2.1.2 The COALITION is current in its payments to CITY and in compliance with all conditions, covenants, and agreements set forth in this Lease at the start of each Renewal Period.

2.2. HOLDING OVER. Holding over by the COALITION after the expiration of this Lease, whether with or without the consent of the CITY, shall not operate to extend or renew this Lease. Any such holding over shall be construed as a tenancy from month to month and the COALITION shall be bound by all terms and conditions of this Lease but only as they are applicable to a month-to-month tenancy. Nothing in this Lease shall be construed to grant the COALITION the right to hold over at any time, and the CITY shall be entitled to exercise any and all remedies at law or in equity to recover possession of the Premises as well as any damages incurred by the CITY, including attorneys' fees.

3. RENTS. During the term of and in consideration of this Lease, the Coalition shall pay $12,412 per year, which is the fair market rental value of the leased premises. The COALITION may meet its rental obligations through (a) the provision of the services to the community described in "Exhibit C", based upon the values described in “Exhibit D”; (b) maintenance and repairs to the leased premises; (c) improvements to the leased premises, provided that all such improvements must be approved in advance by the CITY and be completed to the CITY's reasonable satisfaction; and (d) the COALITION's out-of-pocket costs for property insurance of the building; and/or (e) cash.

3.1 The COALITION shall, by June 30 of each year, submit to the CITY a statement itemizing the value of the non-cash items that it wants to credit against its rental obligations, such statement to be in a format substantially similar to Exhibit D. Should the value of non-cash items not equal or exceed the COALITION's rental obligations for the previous year, the COALITION shall, within a reasonable time, make up the rental shortfall by paying the CITY cash or through the provision of additional non-cash items. The parties agree to negotiate in good faith over the way(s) in which the COALITION shall make up the rental shortfall.

3.2 Should the value of such non-cash items exceed the COALITION's rental obligations for the previous year, the amount of such excess shall be credited against the COALITION's rental obligations in the current or future years (if applicable); provided, however, that the CITY shall not, under any circumstances, be obligated to reimburse the COALITION for or otherwise be liable for the value of any non-cash items provided by the COALITION in excess of its annual rental obligations; it being further provided, that, without in any limiting the generality of the foregoing, in the event of termination of this lease, the COALITION shall forfeit any accrued but unapplied rental credit.

4 PARKING. This Lease includes parking privileges at the housing complex for the COALITION and the COALITION's invitees and visitors.

5. NON-LIABILITY OF CITY. The CITY shall not in any event be liable for any acts or omissions of the COALITION or its agents, servants, employees or independent contractors or for any condition resulting from the operations or activities of the COALITION, its agents, servants, employees or independent contractors either as to the COALITION or to any other person. The CITY shall not be liable for the COALITION's failure to perform any of its obligations under this Agreement for any delay in the performance thereof nor shall any such delay or failure be deemed a default by the CITY. The CITY shall not be liable for any damage or loss of the COALITION's personal property on the Premises from any cause, including, but not limited to, bursting or leaking of water pipes, fire, theft and negligence of invitees. The COALITION shall be solely responsible for obtaining and paying for insurance covering the COALITION's personal property in the Premises and liability insurance. The COALITION shall not be insured for such losses by the CITY and shall not be entitled to make loss claims under the insurance coverage of the CITY.

6. USE OF THE PREMISES. COALITION acknowledges and represents that it has examined the Premises and has determined by its own independent evaluation that the Premises are suitable and usable for the purposes, uses and activities intended by COALITION and contemplated by this Lease. COALITION acknowledges that the CITY has made no representation, warranty or guarantee, expressed or implied, that the Premises are now, or during the Term of this Lease, suitable or usable for purposes or uses which COALITION intends to make of the Premises or which are contemplated by this Lease.

7. QUIET ENJOYMENT. Upon the performance of all terms, conditions, and covenants of this Lease, which the COALITION is required to perform, the COALITION shall, at all times during the Term peaceably and quietly enjoy the Premises without any disturbance from the CITY.

8. REPAIRS AND MAINTENANCE.

8.1. Damage to Premises - CITY. The CITY shall, at its sole cost and expense, will make all necessary repairs and replacements to the Premises to the roof, exterior and structural walls and to the electrical, heating, ventilation and air conditioning systems and water pipes and plumbing drains and any other fixtures owned by the CITY.

8.2 Damages to Premises - COALITION. The COALITION shall be responsible for all other maintenance, repairs, replacements and repairs. The COALITION shall, at its sole cost and expense, repair or replace any damages caused by The COALITION or its employees or invitees to the Premises promptly and when necessary. All repairs and replacements shall be at least equal in quality of materials and workmanship to the original work.

9. ALTERATIONS. The COALITION shall not make any alterations, improvements, additions or changes to the Premises unless approved in writing in advance by the CITY. Such alteration shall be at the sole expense of the COALITION. Any such improvements, if affixed, become the sole property of the CITY and no reimbursement will be provided to the COALITION at any time for such fixtures.

10. SIGNS. The COALITION may install any signs desired by the COALITION to indicate the COALITION 's name, location, and purpose. But all signs must be prepared and installed with the consent of the CITY.

11. SURRENDER UPON TERMINATION. At the expiration of the Term of this Lease, the COALITION shall surrender the Premises to the CITY in as good condition as it was in at the beginning of the Term; reasonable use, wear and tear is expected and the COALITION will remove the COALITION's property from the Premises with the exception of those improvements which constitute fixtures. Any of the COALITION's property left by the COALITION at the expiration of the Term of this Lease shall, at the option of the CITY, become the property of the CITY and the CITY shall be entitled to use, sell or otherwise dispose of such personal property.

12. UTILITY, WASTE DISPOSAL, AND SECURITY.

12.1. The COALITION shall pay all utility charges, including telephone and other communication services, for utilities required by the COALITION. Any new installation of telephone or other communication systems shall not be made until the installation plan has been approved in writing by the CITY in advance of installation.

12.3 The CITY will provide and pay for trash removal. The COALITION shall not place items in the trash containers that are prohibited by City regulations or ordinance. The COALITION shall provide and pay for all additional janitorial services required by the COALITION. The COALITION shall be solely responsible for paying for any security equipment and services it deems necessary for the Premises.

13. RIGHT OF ENTRY. The CITY, agents and other representatives shall have the right to enter into and upon the Premises or any part thereof at reasonable times for the purpose of inspecting the Premises.

14. ASSIGNMENT AND SUBLETTING. The COALITION shall not assign this Lease or sublet the whole or any part of the Premises.

15. INDEMNIFICATION. The COALITION agrees to defend, indemnify and hold harmless the CITY, its officers and employees against liability, claims, damages, losses or expenses arising out of bodily injury to person, including death or damage to property caused by or resulting from the COALITION's and/or its invitees or employees negligent act(s) or omission(s) while the COALITION and/or its invitees or employees perform(s) or fails to perform its obligations and duties under the terms and conditions of this Lease. The COALITION is not required to indemnify the CITY for the negligence or intentional acts, errors, or emissions of the CITY or of its employees or agents.

16. INSURANCE. The COALITION shall procure and maintain, at its expense, until termination of the Lease, insurance in the kinds and amounts hereinafter provided with an insurance company authorized to do business in the State of New Mexico, covering all operations under this Lease, whether performed by the COALITION or its agents. Before providing any services, the COALITION shall furnish to the CITY a certificate or certificates, inform in a form satisfactory to the CITY, showing that the COALITION has complied with this provision. Various types of required insurance may be written in one or more policies.

16.1 Comprehensive General Liability Insurance. Comprehensive general liability insurance policy with liability limits in amounts no less than $1,000,000.00 single limit of liability for bodily injury, including death and property damage in anyone occurrence. The policies of insurance must include coverage must include coverage for all operations performed by the COALITION. The CITY shall be named as additional insured.

16.2 Workmen's Compensation Insurance. Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of New Mexico.

17. NO PARTNERSHIP OR AGENCY. Nothing contained in this Lease is intended or shall be construed in any respect to create or establish any relationship other than that of the CITY and the COALITION, and nothing herein shall be construed to establish any partnership, joint venture or association or to make the COALITION the general representative or agent of the CITY for any purpose whatsoever.

18. DISCRIMINATION PROHIBITED. In performing the services allowed in the use of the Premises, the COALITION shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

19. AMERICANS WITH DISABILITIES ACT (ADA). The parties mutually agree to comply with all requirements of the Americans with Disabilities Act (Public Law 101-336, July 26, 1990), as amended from time to time, applicable to the Premises and applicable to the housing complex as a whole. The COALITION is responsible for all ADA compliance and upgrades within the Premises, and CITY is responsible for all ADA compliance and upgrades within the common areas of the housing complex necessary to accommodate COALITION's employees, invitees and customers. No provision in the lease should be construed in any manner as permitting, consenting to or authorizing either party to violate requirements under the ADA and any provision of this Lease which could arguably be construed as authorizing a violation of the ADA shall be interpreted in a manner which permits compliance with the ADA and is hereby amended to permit such compliance. The parties shall cooperate fully with each other to timely comply with the provisions of the ADA. Both the CITY and the COALITION agree to inform each other immediately of any notice CITY or the COALITION receives regarding inquiries or claims by anyone alleging a violation of the ADA. The COALITION agrees to be responsible for knowing all applicable requirements of the ADA to defend, indemnify and hold harmless the CITY, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the COALITION or its agents in violation of the ADA.

20. BINDING EFFECT AND EFFECTIVE DATE. This Lease is not binding until it is signed by all of the parties and upon signature by all of such parties, the covenants, terms and conditions of the Lease shall be binding upon and inure to the benefit of the CITY and the COALITION and their successors and assigns.

CITY OF ALAMOGORDO	**OTERO HUNGER COALITION**
___________________________	By: __________________________
Richard Boss, Mayor	Title: _________________________
Date:______________________	Date: _________________________

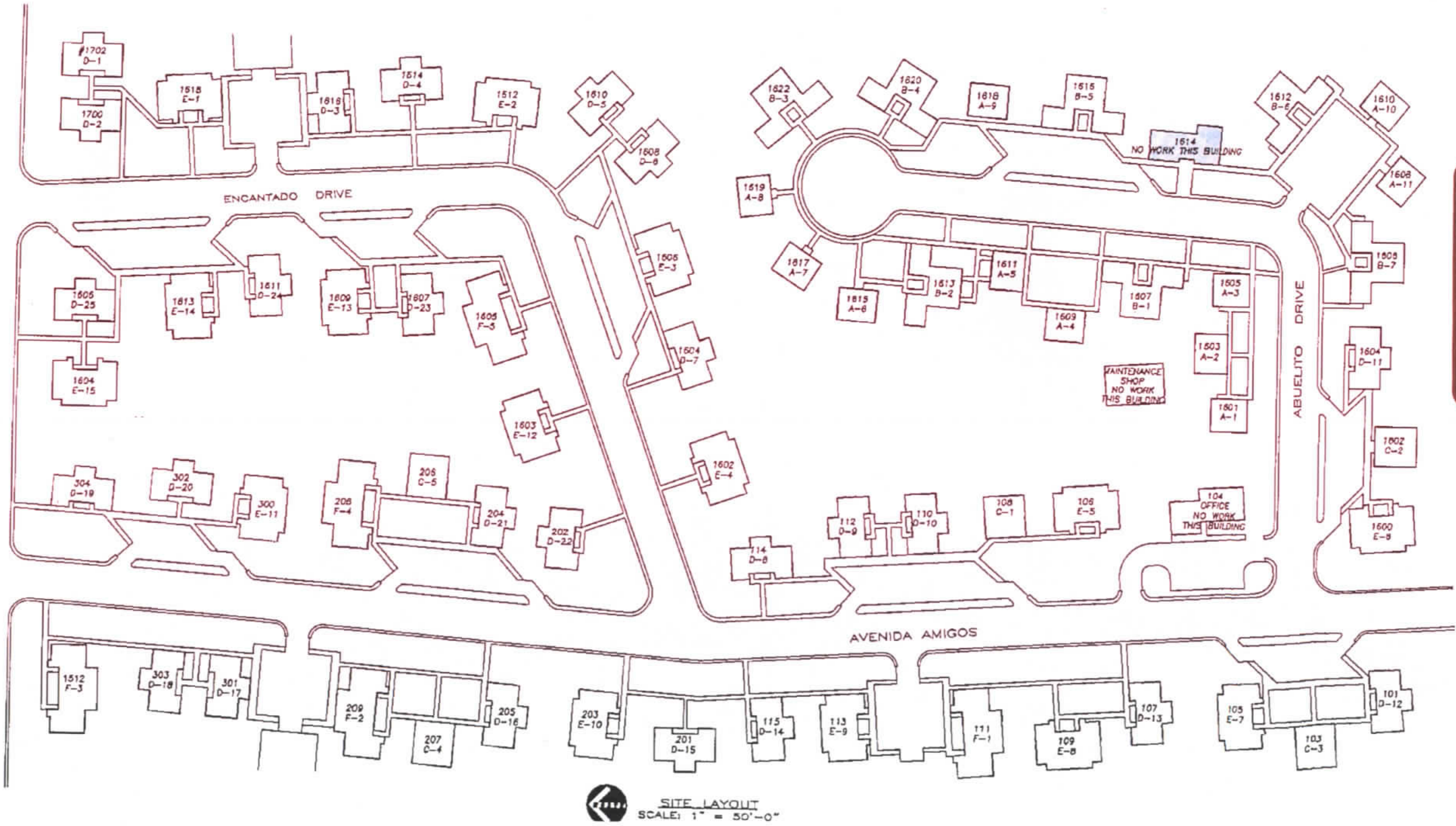
ATTEST:

____
Nancy Jacobs, City Clerk

APPROVED AS TO FORM:

____
Lauren Truitt, Assistant City Attorney

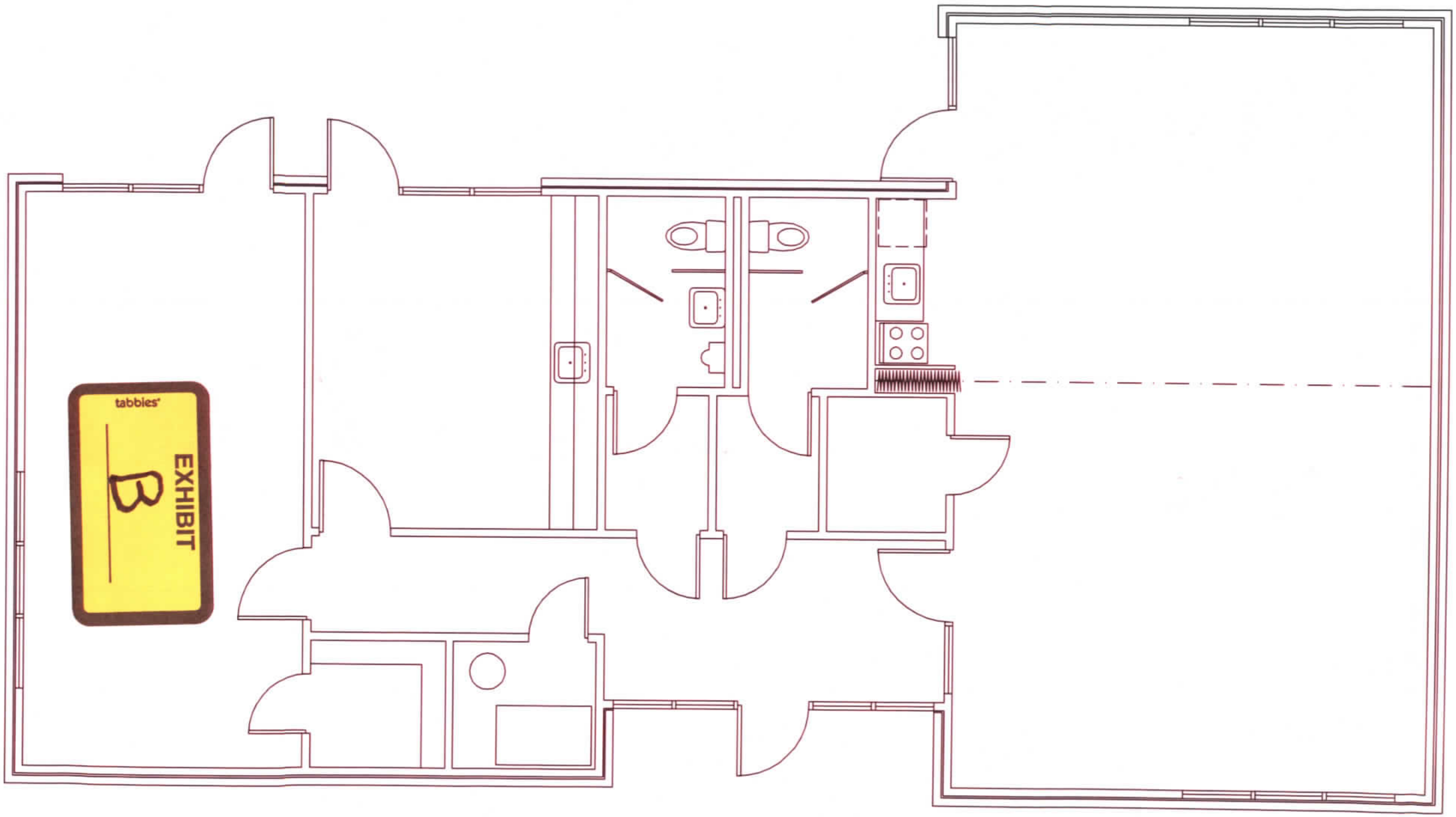
Plaza Hacienda Housing Complex



EXHIBIT

A

tabbies



Unit R Floor Plan

Scale: 1/4"=1'-0"

Explanation of Services of the Otero Hunger Coalition

Support Efforts to Feed the Hungry:

The Otero Hunger Coalition currently fully supports three of the Community Meals in Alamogordo with both volunteers and donations. The Coalition also tracks and assists other community meals in Alamogordo and Otero County. Currently meals are served six days a week in Alamogordo. Coalition sponsored Community Meals are free of charge to needy, indigent, and homeless individuals, children, families, and the elderly, while prohibiting discrimination on the basis of race, color, gender, age, handicap, religion, national origin, sexual orientation, marital status, veteran status, or in any way whatsoever. The Coalition will utilize space at the Abuelitos Administration Building to continue support of meals through co-ordination of food purchase, rescue, storage and distribution. The Coalition works with Roadrunner Food Bank, local grocery stores, restaurants and other like-minded organizations to achieve these goals.

The Coalition will also utilize the Building to establish an emergency food pantry to provide free supplemental groceries to individuals and families at risk of hunger in Alamogordo and Otero County. This will provide a sorely needed safety net for those unable to purchase nutritious food due to an emergency or unforeseen personal crisis.

The Coalition will continue to expand and improve its ability to inventory and track its system of food, supplies, and equipment. This will enable to Coalition to provide more timely and complete information to individuals and organizations about the availability of food.

Help Meet Basic Human Needs for Housing and Shelter:

The Coalition will serve as a single Point-of-Contact for development and operations of an Emergency Housing Rapid Response team. The Team will assist those who are seeking rapid re-housing, transitional housing, or long term housing. The Team will work with local governmental agencies and personnel, and other like-minded organizations to identify individuals and families in need of emergency housing assistance.

The Coalition will advocate on behalf of those who are seeking housing assistance and will continue to gather information about needs of the homeless and funding opportunities for the establishment of an emergency shelter in Otero County. The Coalition will also identify additional community needs and develop services regarding homelessness, the housing insecure, and shelter.

The Coalition will continue to identify gaps in health services for the homeless and seek means to adequately address these gaps.

tabbies EXHIBIT C

Serve as Information Clearinghouse on Hunger and Homelessness:

The Coalition will continue to identify gaps in the services to the hungry and homeless and attempt to secure the resources necessary to meet these challenges in the City of Alamogordo and in Otero County. This process will include the identification of subpopulations such as children, elderly, and homebound and their needs.

The Coalition will work with like-minded agencies, organizations and institutions to increase the awareness of community leaders and the public about these needs and advocate on behalf of those in need. Advocacy and education will include participation in the planning and support of the annual "Summit on Hunger and Homelessness in Otero County."

The Coalition will also continue to recruit volunteers and seek monetary and in-kind donations to support all efforts to connect those in need of food or shelter to available community resources. The Coalition will provide information and support to individuals and organizations who can help build broad-based support for alleviating hunger and homelessness in the City of Alamogordo and in Otero County.

4/16

Rent Credits

(a) Community Services

Service	Unit Value of Service	Total Annual Service Units Provided	Total Annual Value
Community meals provided in City of Alamogordo and Otero County	$1.00 per adult, per day. $1.50 per child, per day.	Number of adults served:______ Number of children served:______	$______ $______
Emergency food pantry services provided	$1.00 per individual	Number of individuals utilizing emergency pantry services: ______	$______
Annual hours worked by Vista Volunteers	$1.00 per hour	Total volunteer hours worked: ______	$______
		Total Value:	

(b) Maintenance and repairs to 1614 Abuelito Drive $______

(c) Improvements to 1614 Abuelito Drive $______

(d) Property insurance $______

Total Credits $______

tabbies EXHIBIT D

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/22/2016 **Report No:** 12.

Submitted By: Stella Rael

Subject: Consider, and act upon, Mesa Village Unit 3 final plat for The Heritage Group, LLC [Case # S-2016-0008A) located within the Mesa Village Subdivision. *(Stella Rael, Planning and Zoning Administrator)*

Fiscal Impact: None
Amount Budgeted: $0.00
Fund: N/A

Additional Fiscal Impact:

Recommendation: Approve the final plat.

Background: The owner is requesting approval of Mesa Village Unit 3 final plat. The subdivision proposal is the third phase to the Mesa Village Master Plan. The subdivision is within the City limits. Addresses for each lot will be provided to the owner separately and are required on the plat prior to filing.

~FINAL PLAT~

Mesa VILLAGE UNIT 3, (17.909 ac.)

A PART OF TRACT 1 OF THE SUMMARY PLAT, MESA VILLAGE, ALAMOGORDO, OTERO COUNTY, NEW MEXICO, FILED ON AUGUST 28, 2006, BOOK 65, PAGES 3 AND 4, IN RECORDS OF THE OTERO COUNTY CLERKS OFFICE, STATE OF NEW MEXICO, LOCATED WITHIN SECTIONS 11 AND 12, T16S, R9E, NMPM, OF THE USGLO SURVEYS, ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

SCALE: 1"=100' SEPTEMBER 2016

DEDICATION

STATE OF NEW MEXICO)
)SS
COUNTY OF OTERO)

KNOWN ALL MEN BY THESE PRESENTS THAT THE HERITAGE GROUP, LLC IS THE OWNER AND PROPRIETOR OF A PART OF TRACT 1 OF THE SUMMARY PLAT OF MESA VILLAGE, ALAMOGORDO, OTERO COUNTY, NEW MEXICO, FILED ON AUGUST 28, 2006, AT BOOK 65, PAGES 3 & 4, IN THE RECORDS OF THE OTERO COUNTY CLERK'S OFFICE, STATE OF NEW MEXICO, LOCATED WITHIN SECTIONS 11 & 12, T16S, R9E, NMPM, OF THE U.S.G.L.O. SURVEYS, ALAMOGORDO, OTERO COUNTY, NEW MEXICO, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

STARTING AT THE CORNER COMMON TO SECTIONS 11, 12, 13 & 14, T16S, R9E, NMPM, AND GOING S89°28'55"W ALONG THE SOUTH LINE OF SAID SECTION 11 A DISTANCE OF 1154.20 FEET;

THENCE N00°31'05"W A DISTANCE OF 223.15 FEET;

THENCE S89°28'55"W A DISTANCE OF 96.44 FEET;

THENCE N00°31'05"W A DISTANCE OF 236.01 FEET;

THENCE N12°20'34"E A DISTANCE OF 130.27 FEET;

THENCE S77°39'26"E A DISTANCE OF 21.92 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE N12°34'00"E A DISTANCE OF 80.00 FEET;

THENCE N15°12'17"E A DISTANCE OF 80.39 FEET;

THENCE N17°20'46"E A DISTANCE OF 50.19 FEET;

THENCE N19°34'02"E A DISTANCE OF 80.00 FEET;

THENCE N21°06'26"E A DISTANCE OF 80.00 FEET;

THENCE N24°09'26"E A DISTANCE OF 80.00 FEET;

THENCE N27°19'31"E A DISTANCE OF 157.19 FEET;

THENCE N00°00'00"E A DISTANCE OF 60.00 FEET;

THENCE S90°00'00"E A DISTANCE OF 21.60 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 11°23'23" AND WHOSE RADIUS IS 70.00 FEET AN ARC DISTANCE OF 13.92 FEET;

THENCE N78°36'37"E A DISTANCE OF 66.17 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 10°52'18" AND WHOSE RADIUS IS 230.00 FEET AN ARC DISTANCE OF 43.64 FEET;

THENCE N89°28'55"E A DISTANCE OF 333.13 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 42°31'23" AND WHOSE RADIUS IS 548.00 FEET AN ARC DISTANCE OF 406.71 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 37°27'00" AND WHOSE RADIUS IS 430.00 FEET AN ARC DISTANCE OF 281.06 FEET;

THENCE N84°24'31"E A DISTANCE OF 127.45 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 02°01'59" AND WHOSE RADIUS IS 1730.00 FEET AN ARC DISTANCE OF 61.39 FEET;

THENCE S03°33'30"E A DISTANCE OF 60.00 FEET;

THENCE S09°31'33"W A DISTANCE OF 123.82 FEET;

THENCE S40°53'03"W A DISTANCE OF 618.24 FEET;

THENCE S33°10'37"W A DISTANCE OF 312.62 FEET;

THENCE S12°02'24"W A DISTANCE OF 55.71 FEET;

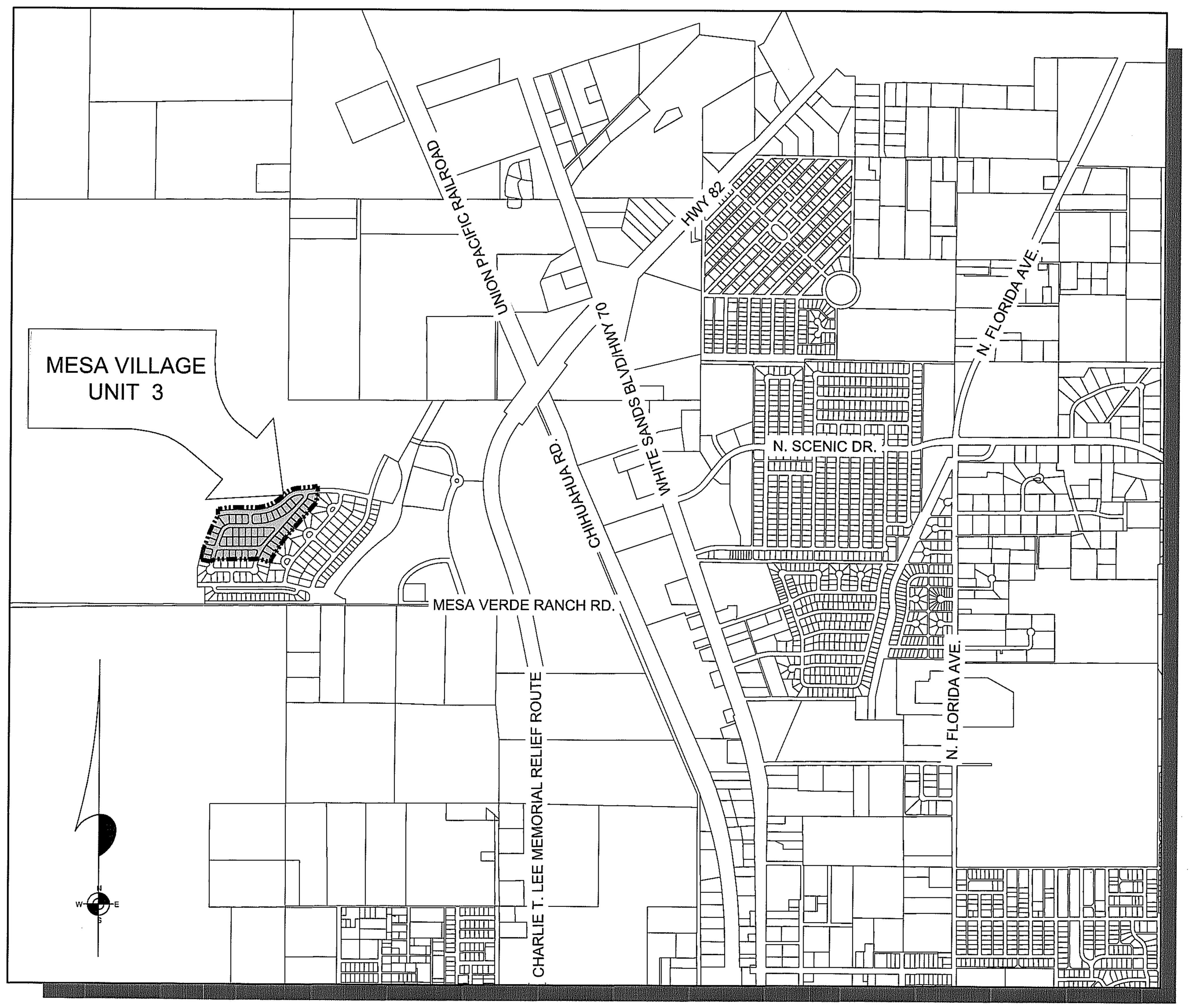
THENCE N70°35'51"W A DISTANCE OF 155.78 FEET;

THENCE S85°06'30"W A DISTANCE OF 54.62 FEET;

THENCE S89°28'55"W A DISTANCE OF 519.45 FEET;

THENCE S63°00'56"W A DISTANCE OF 64.25 FEET;

THENCE N77°39'26"W A DISTANCE OF 120.00 FEET TO THE SAID PLACE OF BEGINNING, AND CONTAINING 17.909 ACRES, MORE OR LESS.



VICINITY MAP

N.T.S.

CERTIFICATE

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

Branden Langley

NEW MEXICO REGISTRATION NO. 20809

BRANDEN LANGLEY NEW MEXICO 20809 LICENSED PROFESSIONAL SURVEYOR

STATE OF NEW MEXICO)
)SS
COUNTY OF OTERO)

RECORDED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO RECORDER OF OTERO COUNTY,

NEW MEXICO, AT ____O'CLOCK, ___.M., THIS ____ DAY OF ____________, 2016.

____________________COUNTY CLERK BY,______________________

INSTRUMENT NO. ________________

SAID OWNER IN ACCORDANCE WITH HIS FREE WILL, AND DESIRE DOES HEREBY CAUSE SAID TRACT TO BE SUBDIVIDED AND PLATTED, TO BE DESIGNATED AS "MESA VILLAGE, UNIT 3", ALAMOGORDO, OTERO COUNTY, NEW MEXICO, AS SHOWN ON THE FOREGOING PLAT, AND IN RECORDING THIS PLAT DOES CAUSE ALL OF THE STREETS AND EASEMENTS WITHIN THE BOUNDS OF THE TRACT OF LAND TO BE DEDICATED TO THE USE AND BENEFIT OF THE PUBLIC.

THE HERITAGE GROUP, LLC

BY: ______________________
RANDAL L. RABON, MEMBER

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
)SS
COUNTY OF OTERO)

ON THIS 13th DAY OF September, 2016, BEFORE ME PERSONALLY APPEARED RANDAL L. RABON, MEMBER, THE HERITAGE GROUP, LLC, A NEW MEXICO LLC, ON BEHALF OF SAID LLC, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED THAT HE EXECUTED SAID INSTRUMENT AS HIS FREE ACT AND DEED.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13th DAY OF September, 2016.

MY COMMISSION EXPIRES: 3/28/20

Brandi Zimmerle NOTARY PUBLIC

OFFICIAL SEAL
BRANDI ZIMMERLE
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 3/28/20

APPROVALS

ALAMOGORDO PLANNING AND ZONING COMMISSION:

THIS PLAT OF MESA VILLAGE, UNIT 3, ALAMOGORDO, OTERO COUNTY, NEW MEXICO WAS RECOMMENDED FOR APPROVAL BY THE ALAMOGORDO PLANNING AND ZONING COMMISSION

ON THE____________DAY OF __________________, 2016

____
CHAIRMAN

____
ATTEST: CITY CLERK (SEAL)

ALAMOGORDO CITY COMMISSION

THIS PLAT OF MESA VILLAGE, UNIT 3, ALAMOGORDO, OTERO COUNTY, NEW MEXICO WAS ON

THE _________ DAY OF ____________________, 2016, SUBMITTED TO THE CITY COMMISSION OF CITY OF ALAMOGORDO, NEW MEXICO, AND WAS APPROVED BY A MAJORITY OF THE MEMBERS.

____
MAYOR

____
ATTEST: CITY CLERK (SEAL)

THE DEDICATION OF STREETS AND EASEMENTS AS SHOWN HEREON WAS

APPROVED AND ACCEPTED BY THE CITY OF ALAMOGORDO ON THE _______ DAY OF

____________, 2016

____
MAYOR

____
ATTEST: CITY CLERK (SEAL)

AFFIDAVIT

STATE OF NEW MEXICO)
)SS
COUNTY OF OTERO)

THIS SUBDIVISION LIES WITHIN THE PLATTING AND PLANNING JURISDICTION OF THE CITY OF ALAMOGORDO, NEW MEXICO.

______________________________, SURVEYOR

SUBSCRIBED AND SWORN TO BEFORE ME THIS ________ DAY OF ________________________,2016.

MY COMMISSION EXPIRES: ________________

____________________, NOTARY PUBLIC

OWNERSHIP:

THE HERITAGE GROUP, LLC
396 LA LUZ GATE ROAD
PO BOX 2565
ALAMOGORDO, NM 88310

IDEALS INC. JOB #:160211-002

ALAMOTERO LAND SURVEYS, P.C.
PROFESSIONAL LAND SURVEYORS
1101 NORTH FLORIDA AVENUE
ALAMOGORDO, NEW MEXICO
PHONE 575-437-7074 FAX 575-437-7075

DATE: 09/08/16
DRAWN BY: N.H.
CHECKED BY: B.L.

SCALE: N.T.S.
JOB NO.: 16-0170
SHEET 1 OF 2

~FINAL PLAT~

MESA VILLAGE UNIT 3, (17.909 ac.)

A PART OF TRACT 1 OF THE SUMMARY PLAT, MESA VILLAGE, ALAMOGORDO, OTERO COUNTY, NEW MEXICO, FILED ON AUGUST 28, 2006, BOOK 65, PAGES 3 AND 4, IN RECORDS OF THE OTERO COUNTY CLERKS OFFICE, STATE OF NEW MEXICO, LOCATED WITHIN SECTIONS 11 AND 12, T16S, R9E, NMPM, OF THE USGLO SURVEYS, ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

SCALE: 1"=100' SEPTEMBER 2016

NOTES:

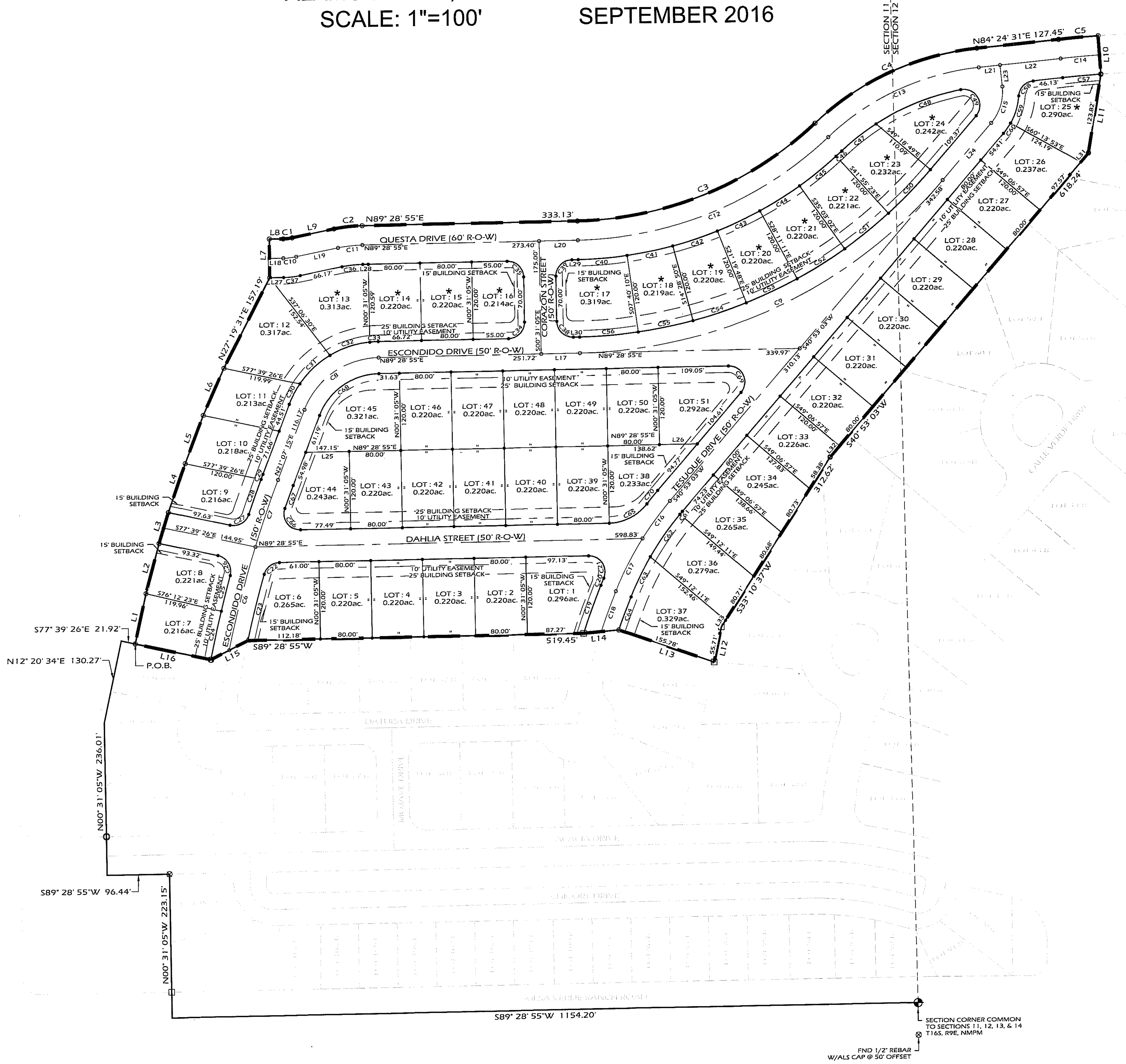
1. RESIDENTIAL LOTS 1-51 SHALL HAVE 10' FRONT LOT UTILITY EASEMENT.
2. ALL LOTS WILL HAVE A 25' FRONT BUILDING SET BACK OR SHALL MEET CURRENT ZONING CODE.
3. ★ LOTS 13 - 25 SHALL NOT HAVE DIRECT ACCESS TO QUESTA DRIVE.
4. PROMINENT AND PERMANENT DISPLAY OF THE CITY ASSIGNED ADDRESS, VISIBLE FROM THE STREET AND IN NUMBERS AT LEAST 2" IN HEIGHT, IS REQUIRED ON EVERY BUILDING WITHIN THE CITY OF ALAMOGORDO. [SEC. 8-01-180, CODE OF ORDINANCES OF THE CITY OF ALAMOGORDO, NEW MEXICO.]
5. ALL MONUMENTS TO BE SET BY ALAMOTERO LAND SURVEYS, P.C.
6. THE BASIS OF BEARING IS MESA VILLAGE, UNIT 2, REPLAT B, FILED MAY 1, 2007 AS INSTRUMENT NO. 200704628

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	TAN	CHRD LTH.	CHRD DIR.
C1	13.92	70.00	11° 23' 23"	6.98	13.89	N84° 18' 19"E
C2	43.64	230.00	10° 52' 18"	21.89	43.58	N84° 02' 46"E
C3	406.71	548.00	42° 31' 23"	213.23	397.44	N68° 13' 13"E
C4	281.06	430.00	37° 27' 00"	145.76	276.08	N65° 41' 02"E
C5	61.39	1730.00	2° 01' 59"	30.70	61.38	N85° 25' 31"E
C6	165.23	1710.00	5° 32' 11"	82.68	165.17	N14° 40' 59"E
C7	109.62	1710.00	3° 40' 22"	54.83	109.60	N19° 17' 15"E
C8	149.14	125.00	68° 21' 40"	84.89	140.45	N55° 18' 05"E
C9	641.29	753.00	48° 47' 44"	341.54	622.08	S65° 05' 03"W
C10	19.88	100.00	11° 23' 23"	9.97	19.85	N84° 18' 19"E
C11	37.95	200.00	10° 52' 18"	19.03	37.89	N84° 02' 46"E
C12	428.97	578.00	42° 31' 23"	224.91	419.20	N68° 13' 13"E
C13	261.45	400.00	37° 27' 00"	135.59	256.82	N65° 41' 02"E
C14	60.32	1700.00	2° 01' 59"	30.16	60.32	N85° 25' 31"E
C15	60.84	75.00	46° 28' 32"	32.20	59.18	S17° 38' 47"W
C16	72.16	500.00	8° 16' 09"	36.14	72.10	S36° 44' 59"W
C17	91.41	500.00	10° 28' 29"	45.83	91.28	S27° 22' 39"W
C18	66.69	1160.00	3° 17' 38"	33.35	66.68	S20° 29' 35"W
C19	79.10	1185.00	3° 49' 28"	39.56	79.08	S20° 13' 41"W
C20	11.86	525.00	1° 17' 41"	5.93	11.86	S22° 47' 15"W
C21	49.72	25.00	113° 57' 11"	38.46	41.92	S33° 32' 30"E
C22	31.97	25.00	73° 16' 52"	18.59	29.84	N52° 50' 29"E
C23	105.78	1685.00	3° 35' 48"	52.90	105.76	N14° 24' 09"E
C24	76.96	1735.00	2° 32' 30"	38.49	76.96	S12° 31' 22"W
C25	56.93	1735.00	1° 52' 48"	28.47	56.93	S14° 44' 01"W
C26	40.72	25.00	93° 19' 51"	26.50	36.37	S30° 59' 30"E
C27	36.39	25.00	83° 24' 04"	22.27	33.26	N60° 38' 32"E
C28	57.74	1735.00	1° 54' 24"	28.87	57.73	S19° 53' 43"W
C29	8.34	1735.00	0° 16' 32"	4.17	8.34	S20° 59' 10"W
C30	35.71	150.00	13° 38' 30"	17.94	35.63	S27° 56' 30"W
C31	64.62	150.00	24° 40' 57"	32.82	64.12	S47° 06' 14"W
C32	65.34	150.00	24° 57' 22"	33.19	64.82	S71° 55' 23"W
C33	13.30	150.00	5° 04' 51"	6.66	13.30	S86° 56' 30"W
C34	39.27	25.00	90° 00' 00"	25.00	35.36	S44° 28' 55"W
C35	39.27	25.00	90° 00' 00"	25.00	35.36	S45° 31' 05"E
C36	32.26	170.00	10° 52' 18"	16.18	32.21	N84° 02' 46"E
C37	25.84	130.00	11° 23' 23"	12.96	25.80	N84° 18' 19"E
C38	39.27	25.00	90° 00' 00"	25.00	35.36	N45° 31' 05"W
C39	39.27	25.00	90° 00' 00"	25.00	35.36	N44° 28' 55"E
C40	75.89	608.00	7° 09' 05"	37.99	75.84	N85° 54' 22"E
C41	72.27	608.00	6° 48' 39"	36.18	72.23	N78° 55' 30"E
C42	72.68	608.00	6° 50' 58"	36.38	72.64	N72° 05' 41"E
C43	72.76	608.00	6° 51' 23"	36.42	72.72	N65° 14' 31"E
C44	72.84	608.00	6° 51' 51"	36.46	72.80	N58° 22' 53"E
C45	72.93	608.00	6° 52' 20"	36.51	72.88	N51° 30' 48"E
C46	11.87	608.00	1° 07' 05"	5.93	11.87	N47° 31' 05"E
C47	67.89	370.00	10° 30' 47"	34.04	67.80	S52° 12' 56"W
C48	142.34	370.00	22° 02' 31"	72.06	141.46	S68° 29' 35"W
C49	61.68	25.00	141° 22' 13"	71.33	47.19	S29° 48' 03"E
C50	93.91	728.00	7° 23' 26"	47.02	93.84	S44° 22' 54"W
C51	87.32	728.00	6° 52' 20"	43.71	87.27	S51° 30' 48"W
C52	87.22	728.00	6° 51' 51"	43.66	87.17	S58° 22' 53"W
C53	87.12	728.00	6° 51' 23"	43.61	87.07	S65° 14' 31"W
C54	87.03	728.00	6° 50' 58"	43.57	86.98	S72° 05' 41"W
C55	86.54	728.00	6° 48' 39"	43.32	86.49	S78° 55' 30"W
C56	90.87	728.00	7° 09' 05"	45.49	90.81	S85° 54' 22"W
C57	59.26	1670.00	2° 01' 59"	29.63	59.26	N85° 25' 31"E
C58	34.96	25.00	80° 07' 09"	21.02	32.18	N44° 20' 57"E
C59	44.53	100.00	25° 30' 57"	22.64	44.17	N17° 02' 51"E
C60	19.34	100.00	11° 04' 44"	9.70	19.31	N35° 20' 41"E
C61	5.95	475.00	0° 43' 05"	2.98	5.95	N40° 31' 31"E
C62	80.46	475.00	9° 42' 21"	40.33	80.37	N35° 18' 48"E
C63	68.98	475.00	8° 19' 12"	34.55	68.92	N26° 18' 01"E
C64	54.23	1135.00	2° 44' 16"	27.12	54.23	N20° 46' 17"E
C65	67.45	75.00	51° 31' 35"	36.20	65.20	S63° 43' 07"W
C66	48.15	25.00	110° 21' 36"	35.94	41.05	N35° 20' 17"W
C67	37.70	1685.00	1° 16' 55"	18.85	37.70	N20° 28' 59"E
C68	119.31	100.00	68° 21' 40"	67.91	112.36	N55° 18' 05"E
C69	57.34	25.00	131° 24' 08"	55.37	45.57	S24° 49' 01"E
C70	26.84	525.00	2° 55' 43"	13.42	26.83	S39° 25' 12"W

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	80.00	N12° 34' 00"E
L2	80.39	N15° 12' 17"E
L3	50.19	N17° 20' 46"E
L4	80.00	N19° 34' 02"E
L5	80.00	N21° 06' 26"E
L6	80.00	N24° 09' 26"E
L7	60.00	N00° 00' 00"E
L8	21.60	S90° 00' 00"E
L9	66.17	N78° 36' 37"E
L10	60.00	S03° 33' 30"E
L11	123.82	S09° 31' 33"W
L12	55.71	S12° 02' 24"W
L13	155.78	N70° 35' 51"W
L14	54.62	S85° 06' 30"W
L15	64.25	S63° 00' 56"W
L16	120.00	N77° 39' 26"W
L17	59.74	S89° 28' 55"W
L18	21.60	S90° 00' 00"E
L19	66.17	N78° 36' 37"E
L20	59.74	N89° 28' 55"E
L21	33.17	N84° 24' 31"E
L22	94.28	N84° 24' 31"E
L23	33.55	S05° 35' 29"E
L24	115.94	S40° 53' 03"W
L25	67.15	N89° 28' 55"E
L26	58.62	N89° 28' 55"E
L27	21.60	N90° 00' 00"W
L28	8.39	N89° 28' 55"E
L29	9.74	N89° 28' 55"E
L30	9.74	S89° 28' 55"W
L31	18.53	S40° 53' 03"W
L32	22.14	S40° 53' 03"W
L33	12.11	S33° 10' 37"W



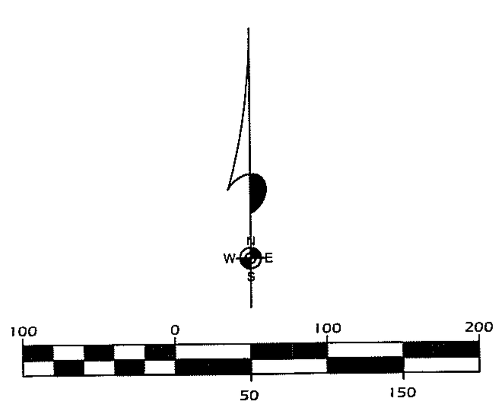
ADDRESS TABLE *

LOT NUMBER	ADDRESS
LOT 1	DAHLIA ST. / TESUQUE DR.
LOT 2	DAHLIA ST.
LOT 3	DAHLIA ST.
LOT 4	DAHLIA ST.
LOT 5	DAHLIA ST.
LOT 6	DAHLIA ST. / ESCONDIDO DR.
LOT 7	ESCONDIDO DR.
LOT 8	DAHLIA ST. / ESCONDIDO DR.
LOT 9	ESCONDIDO DR.
LOT 10	ESCONDIDO DR.
LOT 11	ESCONDIDO DR.
LOT 12	ESCONDIDO DR.
LOT 13	ESCONDIDO DR.
LOT 14	ESCONDIDO DR.
LOT 15	ESCONDIDO DR.
LOT 16	ESCONDIDO DR. / CORAZON ST.
LOT 17	ESCONDIDO DR. / CORAZON ST.
LOT 18	ESCONDIDO DR.
LOT 19	ESCONDIDO DR.
LOT 20	ESCONDIDO DR.
LOT 21	ESCONDIDO DR.
LOT 22	ESCONDIDO DR.
LOT 23	ESCONDIDO DR./ TESUQUE DR.
LOT 24	TESUQUE DR.
LOT 25	TESUQUE DR.
LOT 26	TESUQUE DR.
LOT 27	TESUQUE DR.
LOT 28	TESUQUE DR.
LOT 29	TESUQUE DR.
LOT 30	TESUQUE DR.
LOT 31	TESUQUE DR.
LOT 32	TESUQUE DR.
LOT 33	TESUQUE DR.
LOT 34	TESUQUE DR.
LOT 35	TESUQUE DR.
LOT 36	TESUQUE DR.
LOT 37	TESUQUE DR.
LOT 38	DAHLIA ST. / TESUQUE DR.
LOT 39	DAHLIA ST.
LOT 40	DAHLIA ST.
LOT 41	DAHLIA ST.
LOT 42	DAHLIA ST.
LOT 43	DAHLIA ST.
LOT 44	DAHLIA ST. / ESCONDIDO DR.
LOT 45	ESCONDIDO DR.
LOT 46	ESCONDIDO DR.
LOT 47	ESCONDIDO DR.
LOT 48	ESCONDIDO DR.
LOT 49	ESCONDIDO DR.
LOT 50	ESCONDIDO DR.
LOT 51	ESCONDIDO DR. / TESUQUE DR.

★ CITY OF ALAMOGORDO TO ASSIGN STREET NUMBERS AT A LATER DATE.

LEGEND

○	FOUND 1/2" REBAR WITH ALS CAP (LS 20809)
⊡	FOUND NAIL & TAG ON WALL
△	FOUND 1/2" REBAR WITH ALS CAP (LS 8334)
⊗	FOUND 1/2" REBAR
⊘	SET 1/2" REBAR WITH ALS CAP (LS 20809)
●	PROPERTY LINE MONUMENT
○	CENTER LINE POINT



OWNERSHIP:

THE HERITAGE GROUP, LLC
396 LA LUZ GATE ROAD
PO BOX 2565
ALAMOGORDO, NM 88310

IDEALS INC. JOB #:160211-002

ALAMOTERO LAND SURVEYS, P.C.
PROFESSIONAL LAND SURVEYORS
1101 NORTH FLORIDA AVENUE
ALAMOGORDO, NEW MEXICO
PHONE 575-437-7074 FAX 575-437-7075

DATE: 09/08/16
DRAWN BY: N.H.
CHECKED BY: B.L.
SCALE: 1" = 100'
JOB NO.: 16-0170
SHEET 2 OF 2

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/19/2016 **Report No:** 13.

Submitted By: Brian Cesar

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 9, 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 10, 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.


ELECTROLYSIS


City of Alamogordo
Project No. 1
Project No. 2
Project No. 3
Project No. 4
Project No. 4
Project No. 5
Project No. 5
500
1000 0 1000 5000
FY 2002-2013 - Street Maintenance Program
FY 2015/2016 - Street Maintenance Program
FY 2016/2017 - Street Maintenance Program
Proposed Street FY 2018/2022 - Street Maintenance Program
FY 2000-2014 Engineering/Public Works Projects
N
E
S
W

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 10 st
Mt View – Canyon to Washington
Canyon – Ditch to Cuba
Charlotte – Canyon to Oregon

PARK WATER LINE
REPLACE - 10" WATER LINE
INTER CONNECT BY CITY HALL
MOVE METER TO OREGON AVE?
4-6-16

Project 2
Hawaii Ave 10th St to 16th St
Alaska Ave 10th St to 12th St 6 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.

Project 3
7th St Washington Ave to College
8th St - Washington Ave to College 6 st
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

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 8 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

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 10 st
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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/19/2016 **Report No:** 14.

Submitted By: Brian Cesar

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: 09/27/2016 **Report Date:** 9/21/2016 **Report No:** 15.

Submitted By: Mikel Ward

Subject: Consider, and act upon, an appeal by Robert Gutierrez of the repair of his sewer service line located at 1314 Hendrix. *(Mikel Ward, Fire Chief)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to staff.

Background: Mr. Robert Gutierrez of 1314 Hendrix is appealing the violation letter sent him by Code Enforcement for the repair of his sewer service line.

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

RECEIVED
SEP 09 2016
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 9-9-16

Date of Meeting: Sept 27, 2016

Name: Robert Gutierrez

Address: 1314 Hendriy
Alamogordo N.M **ZIP** 88310

Phone Number: (575) 430-6822

E-Mail Address: ____________________

Item requested will be for: **(Please check one)**

[ ] Information only [ ] Action Item [X] 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

My Sewerline has ~~sep~~ collapsed and dirt Due to a water leak, that leaked for about a month, leaking at a High pressure

Signature: Robert Gutierrez

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

ASK FOR NANCY 439-4205
JACOBS

City of Alamogordo

Alamogordo Fire Department

619 Texas Avenue, Alamogordo, New Mexico 88310
Administration 575-439-4119, Code Enforcement 575-439-3337

August 19, 2016

CERTIFIED MAIL RETURN RECEIPT
7015 0640 0006 9580 9783

Robert J. Gutierrez
1314 Hendrix Avenue
Alamogordo NM, 88310

Re: 1314 Hendrix Avenue
Legal Description: DALE BELLAMAH ADDITION #2-A Lot: 24 Block: 17

Dear Mr. Robert J. Gutierrez,

An inspection of your property at 1314 Hendrix Avenue on August 2, 2016 was performed as a part of an investigation of a complaint received by the City of Alamogordo. The inspection showed the following violation(s) of the Code of Ordinances of the City of Alamogordo:

Violation Description

Section 28-02-090 Maintenance and repair of service lines. A property owner is responsible for the maintenance and repair of service lines connecting his/her residence/building to the sewage collection system—including taps, saddles and wys. A property owner is also responsible for any damage to the public property resulting from failure of such service lines.

Violation Text

The sewer service line from your home to the sewer main has failed. The sewer line shall be repaired. An excavation permit issued by Community Development shall be obtained by a New Mexico licensed plumber to repair the section of line in the roadway and repair any damage to the sidewalk, curb, gutter and roadway.

A correction of these violations must be made within thirty (30) business days of the receipt of this letter, or a complaint will be filled against you in a court of local jurisdiction. If you fail to correct these violations, any action taken by the City of Alamogordo, the Authority having jurisdiction, may be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

You have the right to appeal this notice and order by filing a written application for appeal with the board of appeals for the City of Alamogordo along with a non-refundable filing fee as specified in Section 29-08-050 of the Alamogordo Code of Ordinances. The application for appeal must be filed within a reasonable time after the day this notice is served upon you.
The appeal shall be based on a claim that the true intent of the code or the rules legally adopted there under have been incorrectly interpreted, the provisions of the code do not fully apply, or the requirements of the code are adequately satisfied by other means.

If you have any questions or concerns please call me to discuss this matter further.

Sincerely,

J LeClair

James LeClair
Deputy Chief/Administration/Fire Marshal
Alamogordo Fire Department/Code Enforcement Division

29-08-050. - Filing fee.

At the time the notice of appeal is filed, the applicant shall pay the city a nonrefundable filing fee of one hundred dollars ($100.00). When work for which a building permit would be required has already commenced, the fee shall be three hundred and fifty dollars ($350.00).

(Code 1960, § 11-12-5; Ord. No. 586, § 1, 4-10-79; Ord. No. 734, § 5, 8-23-88)

RECEIVED
SEP 23 2016
CITY CLERK

9-17-16

City of Alamogordo,

I Christine Curry resided at 1314 Hendrix on the said date that the water leak occured. I was leaving for work and noticed a water leak in front of the sidewalk at our address. I told Mr. Gutierrez about the leak and he told me he had called it in. Days later I asked him why it was still leaking all he could say was they said they would send someone out. Continued to leak for a couple of more days and then one day it was no longer running down the street, but the area around the curb where I parked remained moist for a very long time. The ground in our front yard and sidewalk, street were collapsing

Christine Curry

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/21/2016 **Report No:** 16.

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 Cemetery 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.

Cemetery Board. One (1) vacancy. Staff Liaison - Veronica Ortega *(Opening due to the expiring term of Victoria Eastman)*
The following individual is interested in being appointed:
Victoria Eastman - if appointed this will be her second term.

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.

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. One (1) vacancy. Staff Liaison – Melissa Garcia
(Opening due to the expiring term of Joann Reynolds) No nominations received.

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.

CEMETERY BOARD

RECEIVED
SEP 07 2016
CITY CLERK

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

Name: Victoria Eastman

Home Phone: 575-437-8018 Work Phone: ____________

Cell Phone: 575-491-5931 Fax No: ____________

e-mail address: fiddlesticks72@msn.com

Physical Address: 2508 Stanford Ave

Is the above address within City limits? Yes X No ____

Mailing Address: ____________

Present Employer: Wal-Mart Job Title: overnight cashier

Board/Committee you wish to serve on:

First choice: already on Cemetery Board

Second choice: need to renew

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

Yes ____ No X If so, what is their relation to you? ____________

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

Yes ____ No X If so, what is their relation to you? ____________

Experience and education relating to the Board/Committee: ____________

____

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

____

Please return completed application to:

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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/27/2016 **Report Date:** 9/19/2016 **Report No:** 17.

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-Various 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

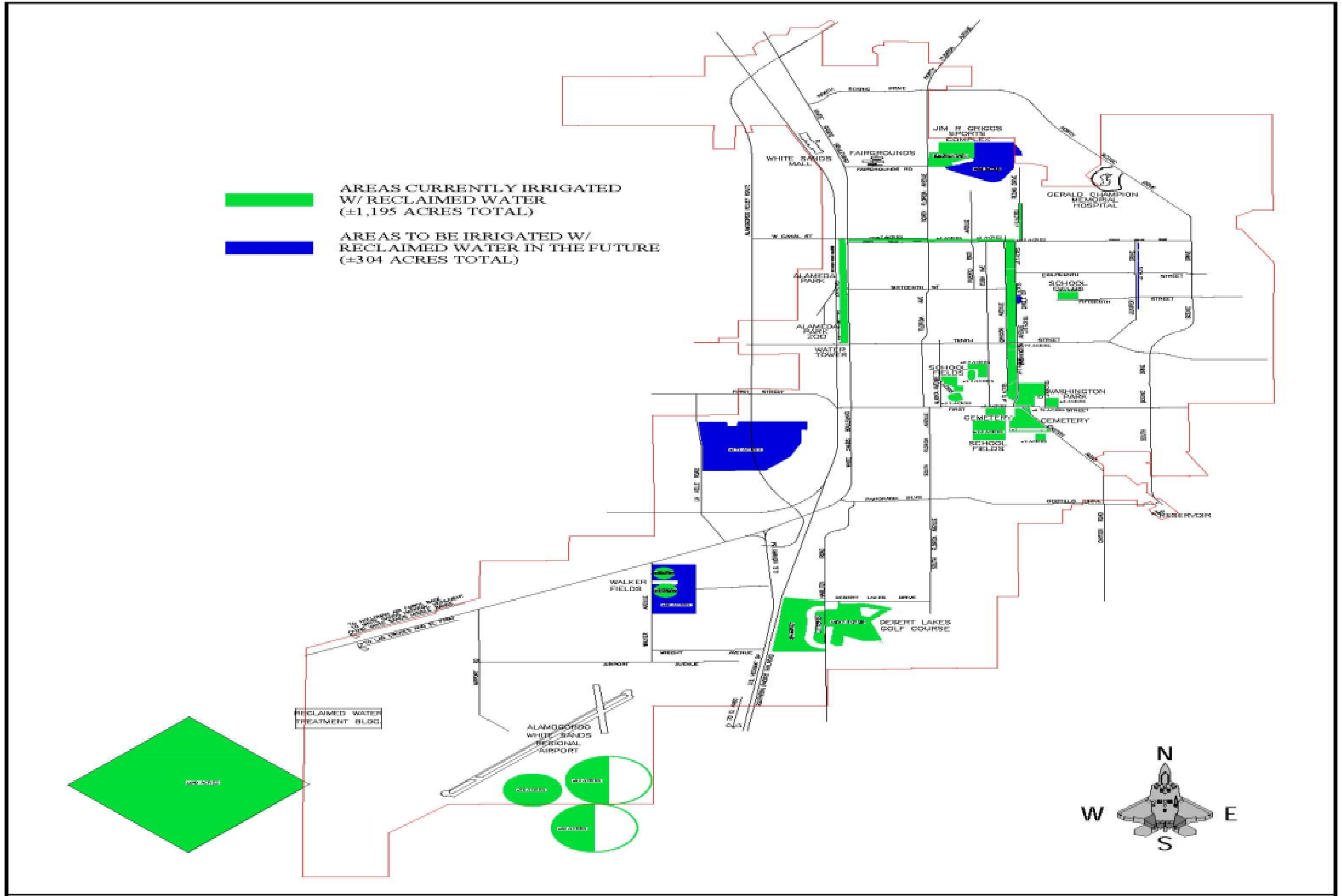
- Demand In Summer Exceeds Delivery Capability
  - Large number of Parks Areas limits how often each can be watered without taxing the delivery system beyond its limits
  - School Usage & 12 Hour Water Windows

- 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

PUBLIC WORKS

RE-USE WATER UPDATE



Reclaimed Water Distribution Areas

City of Alamogordo, Alamogordo, New Mexico

Raw and Treated Production Meter Readings:

Collection Date	Influent Flow Meter 1000	Effluent BPS Flow Meter 7.48	Section 16 Flow Meter 1	Hooser Park BPS 1000	Lavelle BPS 1	Juniper BPS Park BPS 100	Balloon Park BPS 748	Griggs Park BPS 1000	Golf Course Flow Meter 1000	Desert Lakes Well 748	Pivot 1 Flow Meter 1000	Pivot 2 Flow Meter 1000	Pivot 3 Flow Meter 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

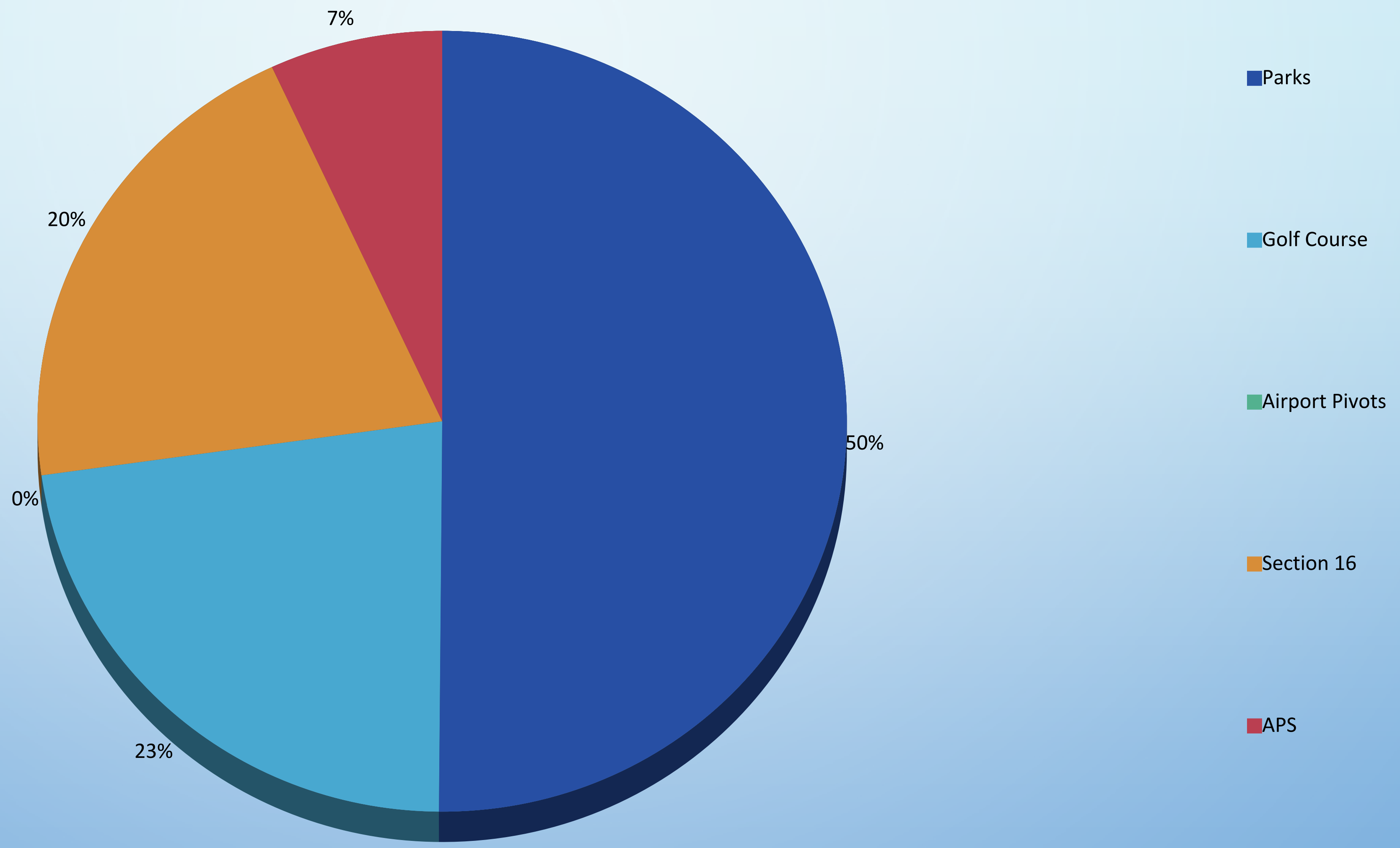
Date	Chapparal 100	Dale Scott 100	High School East Meter 1000	High School South Meter 100	High School Soccerplex 1000	High School Softball Field 1000
1-Aug-16	25,679	44,058	142,618	131,957	14,397	4,855
1-Sep-16	29603	50946	142618	152508	16081	4855
Total (gals)	**392400**	**688800**	**0**	**2055100**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


7%
20%
50%
0%
23%
Parks
Golf Course
Airport Pivots
Section 16
APS

PROPOSED RE-USE PROJECTS

- FUNDED- HYDRAULIC ANALYSIS $75,000
- PROPOSED- IRRIGATION TELEMETRY SYSTEM $449,714
- PROPOSED- GRIGGS PARK GROUND STORAGE RESERVOIR- $925,852
- PROPOSED- 18^{TH} 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: 09/27/2016 **Report Date:** 9/16/2016 **Report No:** 18.

Submitted By: Nancy Jacobs

Subject: Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss: limited personnel matters (PSAP staffing and Acting City Manager direction). **(Roll Call Vote required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: