Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

February 23, 2015 - 7:00 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

Susie Galea ....Mayor
Robert Rentschler ....Mayor Pro-Tem, District 3
Jason Baldwin .... District 1
Nadia Sikes ....District 2
Jenny Turnbull...District 4
Al Hernandez...District 5
Dr. George Straface .... District 6

Jim Stahle ....City Manager
Stephen Thies ....City Attorney
Renee Cantin ....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 related to the White Sands National Monument rate increase that will be implemented.** *(Marie Sauter, White Sands National Monument Superintendent)*

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.

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

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

2. **Approve the Minutes of the February 10, 2015 Regular Meeting of the Alamogordo City Commission.**

3. **Approve statement related to the Executive Session of February 10, 2015.** *(Renee Cantin, City Clerk)*

4. **Consider, and act upon, the final publication of Ordinance No.1489, an amendment to Ordinance No. 1370 related to the Water Project Fund Loan/Grant Agreement (WTB-80) with the New Mexico Water Trust Board and the New Mexico Finance Authority, to extend the funding period for an additional seven (7) months to June 21, 2015.** *(Ruben Segura & Renee Cantin, City Clerk)*

5. **Consider, and act upon Resolution 2015-08 approving the DFA Quarterly Report for the period ending December 31, 2014.** *(LeeAnn Nichols, Finance Director)*

6. **Approve Resolution No. 2015-09 establishing a City Charter Committee for the City of Alamogordo, New Mexico.** *(Renee Cantin, City Clerk)*

7. **Approve the award of Public Works Bid No. 2015-004 to Silva Electrical and Construction, LLC. related to the Electrical Service Replacement – Alta Vista Complex project, in an amount not to exceed $98,468.30, including NMGRT.** *(Matt McNeile, Assistant City Manager)*

8. **Approve the award of IFB No. 2015-04 to Lane Plumbing Co., Inc. related to the HVAC Replacement – COPE Shelter project, in an amount not to exceed $24,778.89, including tax.** *(Bob Johnson, Contracts Coordinator)*

ITEMS REMOVED FROM CONSENT AGENDA

UNFINISHED BUSINESS

9. **Discussion, and possible action, related to the recommendations for the Family Fun Center.** *(Jim Stahle, City Manager)*

NEW BUSINESS

10. **Discuss, and consider, to direct staff to prepare a new Joint Powers Agreement for the City to assume the full cost share of School Resource Officers within Alamogordo Public Schools.** *(Susie Galea, Mayor)*

11. **Discussion, and possible action, to request a future joint meeting with the Alamogordo Public Schools Board of Education and the City of Alamogordo Commission, regarding "Tiger Pride" and the City's support that APS be held harmless of NM PED's equalization formula of Federal Impact Aid related to the "Unusual Geographical Features" provision.** *(Susie Galea, Mayor)*

12. **Request a review of the 5 year maintenance plan and review of the priorities of street improvements.** *(Susie Galea, Mayor)*

13. **Consider and act upon, the Radio Communications System Upgrade Project.** *(Brian Cesar, Public Works Director)*

14. **Request for an update on the Union Pacific Railroad "Quiet Zone" issue.** *(Al Hernandez, Commissioner)*

15. **Consider, and act upon, Ordinance No. 1491 repealing Section 2-03-120 of the Alamogordo Code of Ordinances which relates City Manager duty to sign contracts and amending Article 2-13 of the City of Alamogordo Purchasing Ordinance.** *(Stephen Thies, City Attorney)*

16. **Discussion, and possible action, related to the Strategies to Meet Future Water Demand through the Tularosa-Sacramento-Salt Basin Regional Water Planning Group.** *(Susie Galea, Mayor)*

PUBLIC COMMENT (Continued if needed)...

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 1.

Submitted By: Renee Cantin, City Clerk

Subject: Approve the Minutes of the February 10, 2015 Regular Meeting of the Alamogordo City Commission.

Fiscal Impact:
Amount Budgeted:
Fund:

Recommendation: Approve the minutes.

Background: This action is required by the NM Open Meetings Act.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
7:00 P.M., COMMISSION CHAMBERS
FEBRUARY 10, 2015

SUSIE GALEA, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
AL HERNANDEZ, COMMISSIONER
ROBERT RENTSCHLER, MAYOR PRO-TEM
DR. GEORGE STRAFACE, COMMISSIONER
JIM STAHLE, CITY MANAGER
STEPHEN THIES, CITY ATTORNEY
RENEE CANTIN, CITY CLERK

CALL TO ORDER, ROLL CALL, INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Galea called the meeting to order at 7:00 p.m. Roll Call was taken by the City Clerk. Mayor Pro-Tem Rentschler attended the meeting by telephone. Clerk Cantin announced there was a quorum present. Invocation was given by Rev. Dwight Harp and the Pledge of Allegiance was led by Commissioner Sikes.

APPROVAL OF AGENDA

Commissioner Hernandez moved to approve adding the addendum to the agenda. Commissioner Straface seconded the motion. Motion carried with a vote of 7-0-0.

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

PUBLIC COMMENT

A. Mr. Harv Hamilton commented on state/county/city elected officials travel, code of conduct, code of ethics, Sunshine Law, pay for play, lobbyists, and the US and NM Constitutions. He felt commission members should swear an oath of office for the U.S. and State of New Mexico Constitutions as well the City Charter.

CONSENT AGENDA

1. **Approve Minutes of the January 27, 2015 Regular Meeting of the Alamogordo City Commission.** *(Renee Cantin, City Clerk)*

2. **Approve statement related to the Executive Session of January 27, 2015.** *(Renee Cantin, City Clerk)*

3. **Approve the final publication of Ordinance No. 1487 amending Section 13.020 of the Code of Ordinances concerning Group Insurance for Part Time Employees. [Roll call vote required]** *(Katie Josselyn, Human Resources Director)*

4. **Approve the final publication of Ordinance No. 1488 amending Article 2-13 of Chapter 2 of the Alamogordo Code of Ordinances to authorize Construction Manager At-Risk and Design Build Project Delivery Methods. [Roll call vote required]** *(Stephen Thies, City Attorney*

5. **Accept the Investment Report for the quarter ending December 31, 2014, in accordance with the City of Alamogordo Investment Ordinance.** *(LeeAnn Nichols, Finance Director)*

Commissioner Hernandez moved to approve items # 1, 2, 3, 4, & 5 of the consent calendar. Commissioner Straface seconded the motion. Roll call was taken for items No. 3, & 4. Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

None.

PUBLIC HEARINGS

6. Hold a public hearing, and act upon, a variance to Alamogordo Municipal Code §29-03-500 to allow one 98.03 x 110.04 lot to be split into two (2) separate 49.015 x 110.04 lots. If approved applicant/owner Thomas Gonzalez will place an additional mobile home on the lot at 2215 Garcia Ave. [Case V-2014-003(A)]. *(Stella Rael, Planning & Zoning Coordinator)*

Planning & Zoning Coordinator Stella Rael explained the variance to the commission. She also introduced Ruben Segura as the new City Planner. She said the Planning & Zoning Commission had recommended approval of this variance.

Mr. Tomas Gonzalez came forward to tell the commission his intention was to add a mobile home for family to the second lot.

Commissioner Hernandez moved to approve the variance to Alamogordo Municipal Code §29-03-500 to allow one 98.03 x 110.04 lot to be split into two (2) separate 49.015 x 110.04 lots. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

NEW BUSINESS

7. Consider, and act upon, Resolution No. 2015-07 amending the fees for services at the Desert Lakes Golf Course. [Roll call vote required] *(Matt McNeile, Assistant City Manager)*

Assistant City Manager McNeile explained to the commission this resolution would establish two new fees at the Golf Course. The first new fee would be for a new activity called Foot Golf and the second new fee would be a new trail fee to allow additional private carts.

Grant Dalpes, General Manager with G&L Golf for the Golf Course explained the reasons for the new fees for private carts. He also explained how the Foot Golf course would be set up, and how it would be managed and maintained.

Three individuals from the audience addressed the commission. Mr. Gary Quinn supported these new fees for private carts, because it was too difficult to get on the current list for a private cart. It would encourage him to golf in Alamogordo instead of other towns. Ms. Lynn Collins also supported these new cart fees. She said in Nevada where she came from, the fee would be considerably more than this. Mr. Larry Wilson supported the new fees. He is a part-time golfer and would like to use his own golf cart. He appreciated the installment plans to pay the fee.

Commissioner Turnbull asked about the how the fees would be paid; all at once or in installments. Mr. Dalpes told her he would be willing to work with individuals on this. He said he could have the fee tied to a seasonal pass instead of an annual pass.

Commissioner Hernandez moved to approve Resolution No. 2015-07 amending the fees for services at the Desert Lakes Golf Course. Commissioner Straface seconded the motion.

Mayor Pro-Tem Rentschler commented that he would have liked this to be presented as two different things – kick golf and the fees by themselves. He asked Mr. Dalpes if he had a big uprising from the golf community, would he be willing to back off of the kick golf. Mr. Dalpes said he did not foresee that, but knew there would be some growing pains until everyone understood it. His goal was not to have the two mixing with each other very much. The golfers are his main support and have to be supported the most. He didn't know at this point how long it would take to play Foot Golf, and if it is dramatically different it will be scheduled at specifically different times. If it is not dramatically different, then we can intermingle them at certain times, mostly in the evenings which are unutilized times. You will not be able to play Foot Golf at 9:00 a.m. on Saturday mornings. Mayor Pro-Tem Rentschler said that was his point and concern, and he would support this.

Commissioner Turnbull moved to approve amending Section D, part 2 to include that payment of fees will be considered quarterly; Section D, part 3 to include the consideration of seasonal as well as annual passes. Commissioner Hernandez seconded the motion. Roll call vote was taken by the Clerk. Motion carried by a vote of 6-0-1. Commissioner Baldwin abstained.

Roll call vote was taken by the Clerk for the original motion. The motion carried with a vote of 6-0-1. Commissioner Baldwin abstained.

8. Consider, and act upon, the first publication of Ordinance No. 1490 amending Section 2-13-180 of the Alamogordo Code of Ordinances related to Bid evaluation criterion for area businesses related to local preference. *(Susie Galea, Mayor and Stephen Thies, City Attorney)*

City Attorney Thies explained this ordinance which considered local preference.

Commissioner Straface asked about Section 3A that reads a local contractor would be able to submit a bid equal to or lower than the lowest bid to be competitive. City Attorney Thies explained how this would work. Commissioner Straface asked if there was a timeline for the local contractor to make an appeal, and the city attorney told him this would likely be in the purchasing manual. Commissioner Straface felt this is mandatory in a purchasing manual.

Commissioner Hernandez had a question on the local subcontractor preference and whether it was labor or materials. City Attorney Thies told him subcontractors could provide material and not labor. Commissioner Hernandez mentioned that a paving project would have to buy most of the asphalt from the local subcontractor, but all the labor would be paid to outside. City Attorney Thies explained that the asphalt would be bought from one of two local businesses and if they qualify as a subcontractor, they would get a credit. It could be modified to define a local subcontractor as a company that supplies labor and not materials or they could be both.

Mayor Galea asked if Commissioner Hernandez would rather it be more specific to be labor, and he said yes because most of the cases we are looking at would be that way. He felt it should be a local preference for labor, because that is where the money is. Mayor Galea liked the idea that there would be a local subcontractor preference for labor, but was concerned that if the overall local preference was higher than what the State put in for veterans, we would be disenfranchising veterans. If the local preference was so great, would we then eliminate competitive bidding from outside of the city, and would that relate to higher, less competitive bids? Commissioner Hernandez explained further how the bidding process would proceed.

Commissioner Hernandez moved to approve the first publication of Ordinance No. 1490 amending Section 2-13-180 of the Alamogordo Code of Ordinances related to Bid evaluation criterion for area businesses related to local preference. Commissioner Sikes seconded the motion. Motion carried with a vote of 7-0-0.

9. Discussion, and possible action, related to a request for the proceeds from the recent Atari game auctions in a non-departmental fund to remain unassigned. *(Susie Galea, Mayor and Brian Cesar, Public Works Director)*

Mr. Joe Lewandowski presented a Power Point presentation on the status of the Atari game auctions (found in Agenda Book). He presented a check for $35,147.48 which is 80% of the 252 games sold to date. Tularosa Basin Historical Society (TBHS) received $8,786.87 which is 20%. The City has authorized Mr. Lewandowski to sell up to 600 total games. He asked them to consider Atari placards that the city could give as awards, and he would create some examples and bring to a future meeting.

Mayor Galea thanked him and mentioned these awards could not be given to any elected official because their value is over $25.00. The same would pertain to anyone in the military who are bound by the same governmental conduct acts. She wasn't sure we would be able to give any of these games away, but we could possibly do something of lesser value.

She said the funds from these game sales would go into a non-departmental fund and remain unassigned until all funds are received. At that time, the commission would discuss how to utilize those funds.

Commissioner Baldwin moved to approve accepting the proceeds collected to date and that the proceeds remain frozen and unassigned. Commissioner Hernandez seconded the motion. Motion carried with a vote of 7-0-0.

10. Discussion, and possible action, related to moving forward with the trademark and logo design for the Discover, Explore, Launch branding. *(Susie Galea, Mayor)*

Mayor Galea brought this to the commission because she had seen other entities using similar words, and she suggested the three words: Discover, Explore, Launch should be trademarked. This could be applied for on line and cost up to about $400.00.

Commissioner Hernandez moved to approve moving forward with the trademark and logo design for the Discover, Explore, Launch branding. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

11. Consider, and act upon, approving (1) an agreement with the owner of the Oasis Mobile Home Park to remove the culverts located in the drainage ditch; and (2) an agreement with Shyne and Williams to grant the City an easement for street and utility purposes. *(Stephen Thies, City Attorney)*

City Attorney Thies said the city has been working on this since 2008, and we now have two agreements to address this issue. The Alvillars own the Oasis Trailer Park and this agreement would allow us to remove two existing culverts. The Shyne agreement is to grant an easement. He explained we would design/construct a bridge over the ditch on the north end of the Trailer Park, and this should take about six months to complete.

City Manager Stahle remarked we will have to come back to the commission in the future with a budget adjustment to accommodate the payment for this. He was not sure when this might be presented.

Commissioner Hernandez moved to approve agreement No. 1 with the owner of the Oasis Mobile Home Park to remove the culverts located in the drainage ditch. Commissioner Turnbull seconded the motion. Motion carried by a vote of 6-0-1. Mayor Pro-Tem Rentschler abstained for a potential conflict of interest.

Commissioner Hernandez moved to approve agreement No. 2 with Shyne and Williams to grant the City an easement for street and utility purposes. Commissioner Straface seconded the motion. Motion carried with a vote of 6-0-1. Mayor Pro-Tem Rentschler abstained.

12. Consider, and act upon, a statement of support for the Employer Support for the Guard & Reserve. *(Susie Galea, Mayor)*

Mayor Galea explained the Employer Support for the Guard & Reserve will be here on February 20th, and all those participating would like to have a ceremonial signing of support by the City of Alamogordo and a variety of business owners and managers.

Commissioner Straface moved to approve a statement of support for the Employer Support for the Guard & Reserve. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

13. Appointments to Boards & Committees. *(Susie Galea, Mayor)*

Mayor Galea announced the Boards and Committees with current vacancies. She appointed Albert Simon to the Community Development Advisory Committee and James Rogers to the Senior Volunteer Programs Advisory Council. There were no objections from the commissioners.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

1) City Manager Stahle said he is expecting to discuss at the next meeting the results of the Fun Center Committee. He expected to have this conversation during the February 23, 2015 Commission Meeting.
2) He reminded everyone of the Open House tomorrow at 6:00 p.m. at the Civic Center to discuss the Florida/First Street Intersection rehabilitation. He told the commissioners he had met with and given a copy of the information to the most directly effected property owners.
3) Mr. Stahle reported on the MIS study. He said we are hoping to make the website more user friendly.
4) He reminded everyone of the Joint City/County Special Meeting on Tuesday, February 17th at 6:30 p.m. at the 19th Hole at the Golf Course. Dinner will be from 6:30-7:00 and the meeting will begin at 7:00 p.m. He asked the commissioners to let him know if they had any comments on the draft agenda that had been sent to them.
5) City Manager Stahle remarked that we are working on final details to secure a fire truck.
6) He noted that at the next couple of meetings they will see a proposal to amend our purchasing requirements to accommodate department heads in order for them to sign for various contracts under a certain dollar amount and budgeted for, in order to expedite the process. He felt this would be a very significant improvement.
7) Mr. Stahle announced Megan Wade has tendered her resignation. He will truly miss her and appreciates all she has done for the City.
8) He then asked Public Works Director Brian Cesar to give an update on a water outage to repair a water main. Public Works Director Cesar told the commission about a failure on the 30" water main in the Green Reservoir area, roughly at N. Florida and Hwy. 82. General Hydronics has put in all the line they can to this point and on March 1st at 9:00 p.m., we will be shutting down the water main which affects our main feed into the city from the La Luz plant. We will try to activate a portion of the west side infrastructure so we are able to back feed into the city. The majority of the city will experience much lower water pressure and certain areas will be without water; we will send out PSAs and directly notify those who will be without water. Some of the areas that will be without water will be housing areas above the hospital. We are hoping the outage will last only 12 hours, but it could be potentially 48 hours. General Hydronics will have up to 50 employees for this repair, and the city will commit a number of our personnel and all of our pumps in order to speed up the process. Public Works Director Cesar said the hospital has three separate feeds and they have already begun to feed off of Cornell. They may have lower pressure, but that is all. Commissioner Hernandez noted the hospital is also feeding off Pecan, 25th St. and Fairgrounds Rd. Mr. Cesar noted that the other places to be without water will be the Space Museum, some of the upper sections of NMSU-A, some areas on Scenic. They have

contacted some of these places and will continue to try and contact all. The shut off will begin on a Sunday night because Monday has the lowest water usage in the city. All reservoirs will be topped off, and we will ask the community to please conserve water because during that time we will be feeding most of the city through the Alamo Canyon system, Prather wells and the Golf Course well. We hope to feed from the La Luz plant, and are working on valves now to see if we'll be able to do that back feed without over pressurizing the lower sections of the city. He told Commissioner Sikes that after this project is completed, it will not increase water pressure. We will be installing the valves and stub outs that will be needed so that in the future we will not have to have a shut down like this again. The pipeline being replaced is original from the 1950's. The last outage we had was in 2002-2003 and was from Scenic to Washington and Indian Wells to First St. City Manager Stahle said this is important to fix before it breaks, and he asked the commissioners to help make sure the community is aware of this; the city will be publishing plenty of PSAs. He said the pressure reducing valve situation that will accommodate more areas for water is something we need to talk about during the Budget sessions. Another issue is the quantity of water in various areas of town; the south end of town is tapped out in terms of the reservoir capacity of our system. Before we allow new development in that area we need to work that problem out.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Pro-Tem Rentschler commented on the following:

1) He asked what progress we are making on the Washington property. City Manager Stahle responded that he had met with the Alamogordo Public School (APS) superintendent this morning about that, and within the next 30 days the commission will see a land swap of city owned property needed for that road extension. Then we will need to discuss how to acquire residential property APS owns that is to the south of where the road passes. He hoped to have this resolved in the next couple of months.
2) Mayor Pro-Tem Rentschler asked if the Zipper machine had been bought. Public Works Director Cesar said it has been ordered and they are expecting delivery on or about April 1st.
3) He inquired of the new TV screens for the Chambers and was told they should be up by March 10th. It was noted the holdup has been late delivery of the screens.
4) Mr. Rentschler remarked he had recently been at the City Yards and noted the effluent water hose had a pretty steady leak. City Manager Stahle said that would be looked at.
5) He was in Deming and talked with some of the city employees in that town. They have natural gas vehicles and he wondered about looking into this for Alamogordo.
6) He felt this sound system is terrible and we need to look into it. He was only able to hear the clerk and city attorney, so he felt it was the system and not the phone line.

Mayor Galea commented on the following:

1) She noted Ret. General Hanson Scott has retired from the State Base Planning Commission. He was very instrumental in the Joint Land Use Study (JLUS) and has worked with the City of Alamogordo and HAFB for many years. Eric Kivi will be his replacement.
2) The Mayor said the HAFB annual awards were last Friday and it was well attended.
3) Mayor Galea told the commissioners she has added two upcoming agenda items: 1) APS School Resource Officers Joint Powers Agreement that would be provided by the Police Dept. in order to alleviate the budget constraint from the schools. This would create a fiscal impact of about $139,000, and; 2) Joint meeting with APS related to federal impact aid.
4) She asked that the city manager's bi-weekly report to the commissioners be one page with bullet points only. Some of the other commissioners agreed. City Manager Stahle said he could do that.

Mayor Pro-Tem Rentschler left the meeting at 8:39 p.m.

Commissioner Straface commented on the following:

1) He asked the city manager about the contracts to be signed by department heads and if those contracts would be reviewed by the city attorney. City Manager Stahle said they would be.

Commissioner Sikes commented on the following:

1) She asked for an update on the street sweeper, noting the commissioners had received a letter from a citizen concerning this. Public Works Director Cesar gave an update saying the sweeper had been down for repairs but was now in operation almost every day. They are training more people to run the sweeper so there will be more to rely on and the schedule can be more consistent. There has been a lot of catch-up to take care of since the flooding, but it is out every day. We are responsible for the maintenance of White Sands Blvd., so the sweeper runs there also. It takes roughly 4.5 – 5 months for the street sweeper to make a rotation throughout the entire city. We have to take the sweeper off its normal route whenever there is a traffic accident, a water break and other special calls. It normally is out beginning at 3:00a.m. so many people don't see it.

EXECUTIVE SESSION

14. Threatened or Pending Litigation (Sahara Apts.)

Commissioner Hernandez moved to adjourn into Executive Session to discuss Threatened or Pending Litigation (Sahara Apts.) at 8:44 p.m. Commissioner Turnbull seconded the motion. Roll call vote was taken. Motion carried with a vote of 6-0-0. Mayor Pro-Tem Rentschler had left the meeting.

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Mayor Susie Galea

ATTEST:

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City Clerk Reneé L. Cantin

(Prepared by Nancy Jacobs, Deputy Clerk)
Approved at the Regular Meeting held on February 23, 2015.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 2.

Submitted By: Renee Cantin, City Clerk

Subject: Approve statement related to the Executive Session of February 10, 2015. *(Renee Cantin, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Recommendation: Approve the following statement and authorize it to be included in the minutes of February 23, 2015: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on February 10, 2015 a Closed Executive Session was held during the Regular Meeting and the matters discussed in the closed meeting were limited only to Threatened or Pending Litigation (Sahara Apts.) as posted on the agenda."

Background: This action is required in accordance with the Open Meetings Act.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 3.

Submitted By: Renee Cantin, City Clerk

Subject: Consider, and act upon, the final publication of Ordinance No.1489, an amendment to Ordinance No. 1370 related to the Water Project Fund Loan/Grant Agreement (WTB-80) with the New Mexico Water Trust Board and the New Mexico Finance Authority, to extend the funding period for an additional seven (7) months to June 21, 2015. *(Ruben Segura & Renee Cantin, City Clerk)*

Fiscal Impact: Fiscal Impact: $5,625,000.00

Amount Budgeted: $1,293,931.39

Fund: 116
Amount Budgeted:
Fund:

Recommendation: Approve the ordinance for final publication.

Background: At the Regular Meeting of January 27th, 2015, the City Commission approved the Ordinance for first publication. A summary of the Ordinance was published in the Alamogordo Daily News on Sunday, February 1st, 2015. If approved for final adoption, the summary will be published a second time on Sunday, March 1st, 2015 and will be effective March 6th, 2015.

The following information was provided by Ruben Segura, Grants Coordinator at the time it was brought for first publication: On May 23, 2006 the City of Alamogordo Commission adopted Ordinance 1272 authorizing the execution and delivery of a Water Project Fund Loan/Grant Agreement by and among the City of Alamogordo, New Mexico and the New Mexico Water Trust Board and the New Mexico Finance Authority for $5,665,000. Subsequently, on November 20th, 2012 the City Commission approved amendment No.1 modifying the project description to include language that made a distinction between a raw and treated water transmission system with Ordinance 1272. While on July 23, 2013 the City Commission approved amendment No.2, through Ordinance 1425, to extend the funding period to November 21, 2014.

Since the last amendment, the City has been successful at completing two phases of the well transmission pipeline project. One phase remains, which will be the final tie in at both Highway 54 Snake-Tank Road, and La Luz Gate Road.

If the City Commission approves this first publication of ordinance, the item will be presented in the February 10th, 2015 City Commission meeting for consideration of final ordinance adoption.

STFEBRUARY 2015						
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NEW MEXICO FINANCE AUTHORITY

FINANCING SCHEDULE & DISTRIBUTION LIST

CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO
$5,635,000 WATER PROJECT FUND LOAN/GRANT

Third Amendment to Loan/Grant Agreement, dated May 21, 2010

Project No. 80-WTB

Prepared: December 24, 2014
Revised: January 16, 2015

DATE	ACTION	PARTIES
Thursday, October 23, 2014	Finance Authority Board meeting to approve extension request	Finance Authority
Wednesday, December 24, 2014	Distribution of draft Financing Schedule, drafts of Ordinance, Notice of Intent, Amendment to Loan Agreement and Closing Documents for review and comment by all and City's first reading	VN
Wednesday, December 31, 2014	Comments due on draft Financing Schedule, drafts of Ordinance, Notice of Intent, Amendment to Loan Agreement and Closing Documents from all	Finance Authority, Borrower
Tuesday, January 27, 2015	First reading of Ordinance, Governing Body Schedules Ordinance for Public Hearing and has first reading of Ordinance	Borrower
Wednesday, January 28, 2015	Notice of Public Hearing distributed to the Alamogordo Daily News by 11:00 am	VN
Sunday, February 1, 2015	Publication of Notice of Public Hearing Published in Alamogordo Daily News	Newspaper
Monday, February 2, 2015	Final comments due on drafts of the Ordinance, Amendment to Loan Agreement and Closing Documents	Finance Authority, Borrower, VN

DATE	ACTION	PARTIES
Monday, February 9, 2015	Distribution of all final documents to Borrower for signature. Copy Finance Authority	VN
Tuesday, February 24, 2015	**Borrower's Governing Body meeting and adoption of Ordinance**	**City Commission**
Wednesday, February 25, 2015	Submit Notice of Adoption of Ordinance to newspaper by 11:00 a.m.	VN
Sunday, March 1, 2015	Publish Notice of Adoption of Ordinance in Alamogordo Daily News	Newspaper
Tuesday, March 3, 2015	Delivery of fully executed documents to Loan Counsel	Borrower
Monday, March 30, 2015	Distribution of signed Ordinance, Loan Agreement and Closing Documents to the Finance Authority for signature with complete set copy to Gloria and LaRain for Accounting.	VN
Tuesday, March 31, 2015	Expiration of 30-day limitation of action period.	
Wednesday, April 1, 2015	Finance Authority signatures due	Finance Authority
Friday, April 3, 2015	**Effective Date of Amendment**	**All**
Two weeks after receipt of all transcript documents	Transcripts Distributed	VN

DISTRIBUTION LIST

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Alamogordo Daily News
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(Publication Deadline: Published Tuesday – Sunday, Notice must be received by 11:00 a.m. Two (2) days prior to publication. For Saturday & Sunday publication Notice must be received by 11:00 a.m. the Thursday before publication.)

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RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF ORDINANCE NO. 1489 BY THE CITY COMMISSION OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO FEBRUARY 23, 2015

STATE OF NEW MEXICO)
) ss.
COUNTY OF OTERO)

The City Commission (the "Governing Body") of the City of Alamogordo, New Mexico (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at City Hall, in the City Commission Chambers, located at 1376 E. Ninth Street, Alamogordo, New Mexico, being the meeting place of the Governing Body for the meeting held on the 23rd day of February, 2015 at the hour of 7:00 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor: ______________________________

Commissioners: ______________________________

____

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____

____

Absent:

____

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Also Present:

____

____

____

Thereupon, there were officially filed and presented at the meeting copies of a proposed ordinance with the City Clerk and a Third Amendment to Water Project Fund Loan/Grant Agreement, to the First Amendment to the Loan/Grant Agreement and to the Second Amendment in final form; the proposed ordinance being as hereinafter set forth:

CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO
ORDINANCE NO. 1489

AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD AMENDMENT TO WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND AMONG THE CITY OF ALAMOGORDO, NEW MEXICO AS BORROWER/GRANTEE AND THE NEW MEXICO WATER TRUST BOARD AND THE NEW MEXICO FINANCE AUTHORITY AS LENDERS/GRANTORS; AMENDING THE LOAN/GRANT AGREEMENT, THE FIRST AMENDMENT TO THE LOAN/GRANT AGREEMENT AND THE SECOND AMENDMENT TO THE LOAN/GRANT AGREEMENT TO EXTEND THE FUNDING PERIOD FOR ANOTHER SEVEN MONTHS (7) MONTHS TO JUNE 21, 2015; APPROVING THE FORM AND TERMS OF AND OTHER DETAILS CONCERNING THE THIRD AMENDMENT TO WATER PROJECT FUND LOAN/GRANT AGREEMENT; AMENDING ORDINANCES NOS. 1370, 1425 AND 1444 TO CONFORM TO THE PROVISIONS OF THIS ORDINANCE; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE AMENDMENT TO WATER PROJECT FUND LOAN/GRANT AGREEMENT.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing municipality under the general laws of the State of New Mexico (the "State") and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Governing Body adopted Ordinance No. 1370 on April 13, 2010 (the "Original Ordinance") authorizing the Borrower/Grantee to execute a Loan/Grant Agreement to accept a grant in the amount of four million five hundred eight thousand dollars ($4,508,000) and enter into a loan in the amount of one million one hundred twenty-seven thousand dollars ($1,127,000) from the New Mexico Water Trust Board ("WTB") and the New Mexico Finance Authority (the "Finance Authority") (collectively, the "Lenders/Grantors") and for the Project defined in the Original Ordinance (the "Original Project"); and

WHEREAS, the Governing Body adopted Ordinance No. 1475 on November 20, 2012 (the "First Amending Ordinance") authorizing the execution of a First Amendment to the Loan/Grant Agreement to amend the scope of the project to include the Original Project as defined in the Original Ordinance and the Amended Project as defined in Ordinance No. 1475, (collectively hereinafter, "the Project"); and

WHEREAS, the Governing Body adopted Ordinance No. 1444 on July 23, 2013 (the "Second Amending Ordinance") authorizing the execution of a Second Amendment to the

Loan/Grant Agreement to extend the funding period by an additional eighteen (18) months to November 21, 2014; and

WHEREAS, the Borrower/Grantee and the Lenders/Grantors entered into the Loan/Grant Agreement on May 21, 2010 pursuant to §§ 3-31-1 through 3-31-12, as amended, and NMSA 1978, §§ 6-21-1 through 6-21-31, as amended, payable from the Pledged Revenues described in the Original Ordinance (the "Loan/Grant Agreement") and entered into the First Amendment to Loan/Grant Agreement on November 20, 2012 and entered in the Second Amendment to the Loan/Grant Agreement on August 30, 2013 (collectively the "Amended Loan/Grant Agreement"); and

WHEREAS, under the terms of the Amended Loan/Grant Agreement, the Loan/Grant Amount was to expended no later than November 21, 2014, that date being the date that was four (4) years and six (6) months after the Effective Date of the Amended Loan/Grant Agreement; and

WHEREAS, due to circumstances beyond the control of the Borrower/Grantee the Project could not be completed and Loan/Grant Amount provided by the Amended Loan/Grant Agreement 80-WTB could not be expended within four (4) years and six (6) months of the Effective Date; and

WHEREAS, the Borrower/Grantee now anticipates that the Project can be completed and the Loan/Grant Amount can be expended by June 21, 2015; and

WHEREAS, on September 24, 2014, and on October 23, 2014, the WTB and the Finance Authority, respectively, approved and consented to the request of the Borrower/Grantee to a third amendment to the Amend Loan/ Grant Agreement to extend the funding by an additional seven (7) months to June 21, 2015; and

WHEREAS, the Governing Body has determined and hereby determines that the Third Amendment to Amended Loan/Grant Agreement is in the best interest of the Borrower/Grantee and the constituent public it represents and that the Amended Loan/Grant Agreement be amended and that the financing of the acquisition and completion of the Project take place by executing and delivering a Third Amendment to the Amended Loan/Grant Agreement (the "Third Amendment"); and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of Third Amendment; and

WHEREAS, the Governing Body hereby determines that the Project is to be used for governmental purposes of the Borrower/Grantee; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Third Amendment for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with: (i) the use of the proceeds of the Third Amendment and the Amended Loan/Grant Agreement to finance the Project; and (ii) the authorization, execution and delivery of the Third Amendment which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. Capitalized terms used in this Ordinance shall, for all purposes, have the same meanings specified or defined in the Original Ordinance and the First Amending Ordinance, unless the context clearly requires otherwise or otherwise defined herein.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of the Ordinance) by the Governing Body and officers of the Borrower/Grantee directed toward the execution and delivery of the Third Amendment to the Loan/Grant Agreement be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Third Amendment. The Borrower/Grantee through its Governing Body authorizes and instructs its Authorized Officers to execute the Third Amendment and all other agreements, certifications, and documents as are necessary to complete the Third Amendment to the Amended Loan/Grant Agreement, in accordance with the terms of this Ordinance.

Section 4. Findings. The Borrower/Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and its residents.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged pursuant to the Act to secure the payment of amounts due under the Original Ordinance, the First Amending Ordinance, the Second Amending Ordinance and this Ordinance and the First, Second and Third Amendments do not change the terms of the payment of the amounts due under the Original Ordinance.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Third Amendment.

E. The Project and the execution and delivery of the Third Amendment pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, morals and welfare of the residents of the

Borrower/Grantee.

F. The Borrower/Grantee will acquire and complete the Project, in whole or in part, with the net proceeds of the Loan/Grant on or before June 21, 2015.

Section 5. Third Amendment - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Borrower/Grantee and acquiring the Project, it is hereby declared necessary that the Borrower/Grantee, pursuant to the Act, execute and deliver the Third Amendment. The Borrower/Grantee shall use the proceeds of the Loan/Grant to finance the Project and to pay the costs of issuance of the Third Amendment. The Project will be owned by the Borrower/Grantee.

B. The Third Amendment shall be in substantially the form of the Third Amendment presented at the meeting of the Governing Body at which this Ordinance was adopted.

C. Except as expressly amended by the Third Amendment, the Amended Loan/Grant Agreement shall remain effective in its entirety.

D. Except as expressly amended by this Ordinance, the Original Ordinance, the First Amending Ordinance and Second Amending Ordinance shall remain effective in their entirety.

Section 6. Approval of Third Amendment. The form of the Third Amendment as presented at the meeting of the Governing Body at which this Ordinance was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Third Amendment with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Borrower/Grantee on the Third Amendment and attest the same. The execution of the Third Amendment by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Third Amendment and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Third Amendment for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Third Amendment, including but not limited to, the publication of the summary of this Ordinance set out in Section 14 below (with such changes, additions and deletions as they may determine).

Section 8. Amendment of Ordinance. Prior to the date of the initial delivery of the Third Amendment to the Lenders/Grantors, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes that are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the Lenders/Grantors.

Section 9. Ordinance Irrepealable. After the Third Amendment has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Third Amendment and the Amended Loan/Grant Agreement shall be fully paid, canceled and discharged, as provided in the Original Ordinance, First Amending Ordinance and Second Amending Ordinance.

Section 10. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11. Repealer Clause. All other bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 12. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 13. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

City of Alamogordo, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 1489 duly adopted and approved by the Governing Body of the City of Alamogordo, New Mexico (the "City"), on February 23, 2015. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk, located at 1376 E. Ninth Street, Alamogordo, New Mexico.

The title of the Ordinance is:

CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO
ORDINANCE NO. 1489

AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD AMENDMENT TO WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND AMONG THE CITY OF ALAMOGORDO, NEW MEXICO AS BORROWER/GRANTEE AND THE NEW MEXICO WATER TRUST BOARD AND THE NEW MEXICO FINANCE AUTHORITY AS LENDERS/GRANTORS; AMENDING THE LOAN/GRANT AGREEMENT, THE FIRST AMENDMENT TO THE LOAN/GRANT AGREEMENT AND THE SECOND AMENDMENT TO THE LOAN/GRANT AGREEMENT TO EXTEND THE FUNDING PERIOD FOR ANOTHER SEVEN MONTHS (7) MONTHS TO JUNE 21, 2015; APPROVING THE FORM AND TERMS OF AND OTHER DETAILS CONCERNING THE THIRD AMENDMENT TO WATER PROJECT FUND LOAN/GRANT AGREEMENT; AMENDING ORDINANCES NOS. 1370, 1425 AND 1444 TO CONFORM TO THE PROVISIONS OF THIS ORDINANCE; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE AMENDMENT TO WATER PROJECT FUND LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This Notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

(End of Form of Summary for Publication)

[*Remainder of page intentionally left blank.*]

PASSED, APPROVED AND ADOPTED THIS 23RD DAY OF FEBRUARY, 2015.

CITY OF ALAMOGORDO, NEW MEXICO

By____________________________________
Susan Galea, Mayor

ATTEST:

By________________________________
Reneé Cantin, CMC, City Clerk

Governing Body Member __________________then moved adoption of the foregoing Ordinance, duly seconded by Governing Body Member _________________.

The motion to adopt the Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

____

____

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____

____

Those Voting Nay:

____

____

____

Those Absent:

____

____

____

_______ (____) Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Ordinance adopted, whereupon the Mayor and City Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting upon motion duly made, seconded and carried, was adjourned.

CITY OF ALAMOGORDO,
OTERO COUNTY, NEW MEXICO

By________________________________
Susan Galea, Mayor

ATTEST:

By______________________________
Reneé Cantin, CMC, City Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF OTERO)

I, Reneé Cantin, CMC, the duly qualified and acting City Clerk of the City of Alamogordo, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at City Hall, in the City Commission Chambers, located at 1376 E. Ninth Street, Alamogordo, New Mexico, on February 23, 2015 at the hour of 7:00 p.m., insofar as the same relate to the adoption and the execution and delivery of the proposed Third Amendment to Loan/Grant Agreement and to the Amended Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. The proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1 through 10-15-4, as amended, including the Borrower/Grantee's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of April, 2015.

CITY OF ALAMOGORDO,
OTERO COUNTY, NEW MEXICO

By________________________________
Reneé Cantin, CMC, City Clerk

Exhibit "A"

Notice of Meeting and
Meeting Agenda
City Commission Meeting

(See attached)

THIRD AMENDMENT

to

$5,635,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

Dated

May 21, 2010

By and between the

NEW MEXICO WATER TRUST BOARD
and the
NEW MEXICO FINANCE AUTHORITY,
as Lenders/Grantors,

and the

CITY OF ALAMOGORDO,
Otero County, New Mexico,
as Borrower/Grantee.

Finance Authority Loan/Grant No. 080-WTB

Date of Third Amendment:
April 3, 2015

THIRD AMENDMENT TO LOAN/GRANT AGREEMENT

THIS THIRD AMENDMENT TO LOAN/GRANT AGREEMENT and to the First and Second Amendments to the Loan/Grant Agreement (the "Third Amendment") dated April 3, 2015, is made and entered into by and between the **NEW MEXICO WATER TRUST BOARD** (the "Water Trust Board") and **THE NEW MEXICO FINANCE AUTHORITY** (the "Finance Authority") (collectively, the "Lenders/Grantors"), and the **CITY OF ALAMOGORDO,** Otero County, New Mexico (the "Borrower/Grantee").

WITNESSETH:

WHEREAS, the Water Trust Board is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly NMSA 1978, §§ 72-4A-1 through 72-4A-10, as amended; and

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended; and

WHEREAS, the Borrower/Grantee, is a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended, and is a qualifying entity under the Act and is qualified for financial assistance as defined by the Board Rules; and

WHEREAS, on May 21, 2010, the Lenders/Grantors and the Borrower/Grantee entered into a Loan/Grant Agreement (the "Loan/Grant Agreement") under which the Lenders/Grantors granted to the Borrower/Grantee and the Borrower/Grantee accepted from the Lenders/Grantors a grant in the amount of four million five hundred eight thousand dollars ($4,508,000), and the Lenders/Grantors loaned to the Borrower/Grantee and the Borrower/Grantee borrowed from the Lenders/Grantors a loan in the amount of one million one hundred twenty-seven thousand dollars ($1,127,000), (collectively, the "Loan/Grant Amount"), subject to the terms and conditions set forth in the Loan/Grant Agreement; and

WHEREAS, on November 20, 2012, the Lenders/Grantors and the Borrower/Grantee entered into the First Amendment to the Loan/Grant Agreement which amended the scope of the project to include the Original Project as defined in the Loan/Grant Agreement and the Amended Project as defined in the First Amendment to the Loan/Grant Agreement, (collectively hereinafter "the Project"); and

WHEREAS, on August 30, 2013, the Lenders/Grantors and the Borrower/Grantee entered into the Second Amendment to the Loan/Grant Agreement which extend the funding period by an additional eighteen (18) months to November 21, 2014; and

WHEREAS, under the terms of the Loan/Grant Agreement, the First Amendment to the Loan/Grant Agreement and the Second Amendment to the Loan/Grant Agreement (collectively, the "Amended Loan/Grant Agreement"), the Loan Amount and the Grant Amount were to be expended no later than November 21, 2014, that being the date that was four (4) years and six months after the Effective Date of the Amended Loan/Grant Agreement; and

WHEREAS, due to circumstances beyond the control of the Borrower/Grantee the Project could not be completed and the Loan/Grant Amount could not be expended within four (4) years and six months of the Effective Date of the Loan/Grant Agreement; and

WHEREAS, the Borrower/Grantee now anticipates that the Project can be completed and the Loan/Grant Amount can be expended by June 21, 2015; and

WHEREAS, the Borrower/Grantee has requested that the Lenders/Grantors authorize the time for completion of the Project and expenditure of the Loan/Grant Amount be extended by an additional seven (7) months to June 21, 2015; and

WHEREAS, the Borrower/Grantee by all necessary and appropriate action of its officers and Governing Body has authorized this Third Amendment of the Loan/Grant Agreement as provided herein and on February 23, 2015 has adopted Ordinance No. 1489 approving this Third Amendment; and

WHEREAS, at its duly called regular meeting on September 24, 2014, the WTB authorized the third amendment of the Amended Loan/Grant Agreement, as provided herein and at its duly called regular meeting on October 23, 2014, the Finance Authority consented to the third amendment of the Amended Loan/Grant Agreement, as provided herein.

NOW, THEREFORE, for and in consideration of the foregoing premises and their mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms in this Third Amendment shall have the same meaning as those terms have in the Amended Loan/Grant Agreement, unless a different meaning is expressly stated in this Third Amendment or is clearly required by the Board Rules; and context.

Section 2. Representations, Covenants and Warranties. The Borrower/Grantee represents, covenants and warrants that the representations, covenants and warranties contained in Section 2.1 of the Loan/Grant Agreement, and each of them, remain true and correct as of the date hereof. The Lenders/Grantors represent, covenant and warrant that the representations, covenants and warranties contained in Section 2.2 of the Loan/Grant Agreement, and each of them, remain true and correct as of the date hereof.

Section 3. Amendment of Loan/Grant Agreement. The parties agree that the Loan/Grant Agreement shall be, and upon execution of this Amendment is, amended as follows:

(a) The definition of "Completion Date" in Article I, Definitions is amended to read:

"Completion Date" notwithstanding any other provision of the Loan/Grant Agreement, the completion date shall be no later than June 21, 2015.

(b) Section 7.6 of the Loan/Grant Agreement entitled "Completion of Disbursement of Loan/Grant Funds" is amended to read:

> Section 7.6 Completion of Disbursement of Loan/Grant Funds. Upon completion of disbursement of Loan/Grant funds, which shall occur no later than June 21, 2015, an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the Finance Authority and the Water Trust Board, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the Project (or the applicable phase of the Project) has been completed and Loan/Grant funds have been disbursed in accordance with the terms of this Agreement.

(c) Section 7.7 of the Amended Loan/Grant Agreement entitled "Application of Project Account Subsequent to Disbursement of Loan/Grant Funds" is amended to read:

> Section 7.7 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds. Within six (6) months following completion of the disbursement of Loan/Grant funds as signified by delivery of the completion certificate contemplated in Section 7.6 hereof, the Finance Authority shall transfer any amounts remaining on deposit in the Project Account to the severance tax bonding fund in accordance with Section 7-27-10.1(C), NMSA 1978, or to such other fund permitted by law.

Section 4. Amended Loan/Grant Agreement Remains Effective and Binding. Except as specifically amended herein, the Amended Loan/Grant Agreement and all provisions thereof shall remain fully effective, and the Amended Loan/Grant Agreement as amended by this Third Amendment shall be binding upon the parties hereto and their respective successors and assigns, if any.

Section 5 Severability. In the event that any provision of this Third Amendment or any provision of the Amended Loan/Grant Agreement as hereby amended should be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or of the Loan/Grant Agreement as amended.

Section 6 Execution in Counterparts. This Third Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 8 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Amendment.

IN WITNESS WHEREOF, the Water Trust Board, on behalf of itself, has executed this Amendment, which was approved by the Water Trust Board on September 24, 2014 , and the Finance Authority, on behalf of itself, has consented to this Amendment on October 23, 2014 each in their respective corporate names with their corporate seals affixed hereto and attested by their duly authorized officers; and the Borrower/Grantee has caused this Third Amendment to be executed and attested by duly authorized officers thereof. All of the above are effective as of the date first above written.

LENDERS/GRANTORS:

NEW MEXICO FINANCE AUTHORITY

By________________________________
Chief Executive Officer or Designee

ATTEST:

By________________________________

NEW MEXICO WATER TRUST BOARD

By________________________________
Chairman or Co-Chairman

Prepared for Execution by Officers of the
New Mexico Finance Authority and the
New Mexico Water Trust Board:

VIRTUE & NAJJAR, PC
As Loan/Grant Counsel

By ________________________________
Richard L. C. Virtue

Approved for Execution by Officers of the
New Mexico Finance Authority and the
New Mexico Water Trust Board:

By ________________________________
Daniel C. Opperman
Finance Authority General Counsel

BORROWER/GRANTEE:

CITY OF ALAMOGORDO,
OTERO COUNTY, NEW MEXICO

By____________________________________
Susan Galea, Mayor

ATTEST:

By____________________________________
Reneé Cantin, CMC, City Clerk

$5,635,000
CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. 80-WTB

STATE OF NEW MEXICO	)	**GENERAL AND NO LITIGATION**
	) ss.	**CERTIFICATE**
COUNTY OF OTERO	)	

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk for the City of Alamogordo (the Borrower/Grantee) in the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Ordinance No. 1489 (the "Ordinance"), adopted on February 23, 2015, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and existing municipality in good standing under the laws of the State of New Mexico.

2. From at least October 23, 2014 to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Borrower/Grantee:

Mayor:	Susie Galea
Commissioners:	Robert Rentschler, Mayor Pro- Tem
	Jason Baldwin
	Nadia Sikes
	Jenny Turnbull
	Alfonso Hernandez
	Dr. George Straface
City Clerk:	Reneé Cantin, CMC
Finance Director:	LeeAnn Nichols

4. Based on data collected during the 2010 census, the population of the City of Alamogordo, New Mexico is at least 75% English speaking and less than 25% Spanish speaking. Notice of adoption of the Ordinance was published in English in the *Alamogordo Daily News*, a newspaper qualified to publish legal notices that is of general circulation in Alamogordo, New Mexico.

5. There is no reason within our knowledge why the Borrower/Grantee may not enter into the Third Amendment to the Loan/Grant Agreement, to the First Amended Loan/Grant

Agreement and to the Second Amended Loan/Grant Agreement (collectively, "the Amended Loan/Grant Agreement") with the New Mexico Finance Authority (the "Finance Authority"), or the Water Trust Board as authorized by the Ordinance.

6. The Borrower/Grantee has duly authorized the execution, delivery and performance of its obligations under the Third Amendment to the Amended Loan/Grant Agreement. The Third Amendment to the Amended Loan/Grant Agreement has been duly authorized, executed and delivered by the Borrower/Grantee.

7. The Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Ordinance. The Ordinance constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Amended Loan/Grant Agreement. No referendum petition has been filed with respect to the Ordinance under the provisions of the laws, bylaws or regulations of the Borrower/Grantee or the State.

8. No event will result from the execution and delivery of the Third Amendment to the Amended Loan/Grant Agreement that constitutes a default or an event of default under the Third Amendment to the Amended Loan/Grant Agreement or the Ordinance, and no event of default and no default under the Third Amendment to the Amended Loan/Grant Agreement or the Ordinance have occurred and are continuing on the date of this Certificate.

9. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Third Amendment to the Amended Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Certificate. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Ordinance and the Third Amendment to the Amended Loan/Grant Agreement.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project, the enforceability of the Third Amendment to the Amended Loan/Grant Agreement or any of the actions required to be taken by the Ordinance or the Third Amendment to the Amended Loan/Grant Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect.

11. To the best of the Borrower/Grantee's knowledge after due investigation, neither the Borrower/Grantee's adoption of the Ordinance nor any action contemplated by or pursuant to the Ordinance or the Third Amendment to the Amended Loan/Grant Agreement does or will conflict with, or constitute a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under, any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, properties of the Borrower/Grantee or the Pledged Revenues since the date of the Ordinance.

13. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article X of the Loan/Grant Agreement has occurred.

14. Subsequent to the adoption of the Ordinance, the Borrower/Grantee has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate, except as set forth in Exhibit "A" attached to the Loan/Grant Agreement, there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Third Amendment to the Amended Loan/Grant Agreement .

15. The Loan/Grant Agreement permits the Borrower/Grantee to issue additional bonds or other obligations with a lien on the Pledged Revenues, on parity with or subordinate to the lien of the Third Amendment to the Amended Loan/Grant Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan/Grant Agreement. The Third Amendment to the Amended Loan/Grant Agreement prohibits the Borrower/Grantee from issuing additional bonds or other obligations with a lien on the Pledged Revenues senior to the lien of the Third Amendment to the Amended Loan/Grant Agreement.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Borrower/Grantee pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Third Amendment to the Amended Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the use of the proceeds of the Third Amendment to the Amended Loan/Grant Agreement for the Project and to Third Amendment to the Amended Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Third Amendment to the Amended Loan/Grant Agreement or the Ordinance, (c) the execution and delivery of the Third Amendment to the Amended Loan/Grant Agreement, or (d) the power of the Borrower/Grantee to carry out the transactions contemplated by the Third Amendment to the Amended Loan/Grant Agreement or the Ordinance.

17. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Third Amendment to the Amended Loan/Grant Agreement and the Ordinance are true and correct as of the date hereof.

18. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed

or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Borrower/Grantee from private entities.

19. To the best of our knowledge and belief after due investigation, neither the Mayor, the City Clerk, any member of the Governing Body, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

20. Regular meetings of the Governing Body have been held at 1376 E. Ninth Street, Alamogordo, New Mexico, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Ordinance or other action taken by the Governing Body in connection with the Third Amendment to the Amended Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body establishes notice standards. The Open Meetings Act Resolution had not been amended or repealed and was in full force and effect on the date of adoption of the Ordinance. All action of the Governing Body with respect to the Second Amendment to Amended Loan/Grant Agreement and the Ordinance was taken at meetings held in compliance with the Open Meetings Act Resolution.

22. The Mayor and City Clerk, on the date of the signing of the Third Amendment to Loan/Grant Agreement, and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute such agreements.

23. Nothing has occurred that would adversely affect the Final Opinion of Counsel signed by Stephen Thies, as attorney for the Borrower/Grantee on May 21, 2010. The May 21, 2010, Final Opinion of Counsel remains in full force and effect.

24. Nothing has occurred that would adversely affect the Right of Way Certificate signed by Stephen Thies as attorney for the Borrower/Grantee on May 21, 2010. The May 21, 2010, Right of Way Certificate remains in full force and effect.

25. This Certificate is for the benefit of the Finance Authority

26. This Certificate may be executed in counterparts.

[Remainder of page left intentionally blank]

[Signature page follows]

WITNESS our signatures and the seal of the Borrower/Grantee this 3rd day of April, 2015.

CITY OF ALAMOGORDO,
OTERO COUNTY, NEW MEXICO

By________________________________
Susie Galea, Mayor

[SEAL]

By________________________________
Reneé Cantin, CMC, City Clerk

Paragraphs 7,9,16, 23 & 24 are approved and confirmed.

By________________________________
Stephen Thies, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 4.

Submitted By: Renee Cantin, City Clerk

Subject: Consider, and act upon Resolution 2015-08 approving the DFA Quarterly Report for the period ending December 31, 2014. *(LeeAnn Nichols, Finance Director)*

Fiscal Impact:
Amount Budgeted:
Fund:

Recommendation: Approve the resolution.

Background: The State of New Mexico, Department of Finance and Administration, Local Government Division issued Memorandum #BFB-13-01 dated April 10, 2013. This memorandum created a new requirement that the Quarterly Report must be approved by the governing body. Previously, the Finance Department submitted the Quarterly Report to DFA without Legislative approval. In addition, unaudited internal financial statements prepared on a cash basis must also be sent in with every quarterly report beginning with the FY13 fourth quarter financial report ending June 30, 2013.

Reports included with the DFA Quarterly Report for the period ending December 31, 2014 are as follows: 1) Summary by Fund Categories provided by Finance as a supplement to explain the status of the quarter; 2)The first three financial statements (Balance Sheet, Revenue Report and Detail Budget Report) are prepared based on our detail trial balance and number 412 pages, which are available for review in the Finance Department; 3) The fourth financial statement (Statement of Cash Flows) is attached as Exhibit A; and 3) the Crosswalk between DFA Funds and COA Funds is attached as Exhibit B.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 5.

Submitted By: Renee Cantin, City Clerk

Subject: Approve Resolution No. 2015-09 establishing a City Charter Committee for the City of Alamogordo, New Mexico. *(Renee Cantin, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Recommendation: Approve the Resolution.

Background: The City's Charter mandates that every ten (10) years the Commission shall appoint a committee to review the effectiveness of the Charter and make written recommendations to the City Commission within sixty (60) days of its appointment.

In 2003, the City Commission established a City Charter Committee to review the Charter. A history of the 2003 committee is available at the Clerk's office. A City Charter Advisory Committee was also appointed in 2011 to review the Mayor at Large item in the charter and to change the districts to six districts. Those amendments were approved by the voters at the March 2012 Election. This was not a full review so it did not count as a 10 year review.

Once the Resolution is adopted, each Commissioner and the Mayor will be allowed to nominate one resident of the City to serve on the Committee. The City Clerk will also solicit and advertise for citizens who live in the city limits to apply to serve on this Committee.

The following schedule was approved at the January 13, 2015 meeting:

Feb. 24th, 2015 – Regular Meeting – Adopt the Resolution creating a Charter Review Committee
March 30th, 2015 (5:00 p.m.) – Deadline to submit nomination applications.
April 14th, 2015 – Regular Meeting – Approve the Members to serve on the Committee and the Final Assignment.

RESOLUTION NO. 2015-09

A RESOLUTION ESTABLISHING A CITY CHARTER COMMITTEE FOR THE CITY OF ALAMOGORDO, NEW MEXICO

WHEREAS, the governing body of the City of Alamogordo, New Mexico, a New Mexico municipal corporation, is mandated by Article 12, Section 3(B) of the City Charter to appoint a committee every ten (10) years to review the effectiveness of the Charter and to make written recommendations within sixty (60) days of its appointment; and,

WHEREAS, it is the desire of the governing body of the City of Alamogordo to establish a City Charter Committee consisting of not more than seven (7) residents of the City; and,

WHEREAS, each member of the governing body of the City of Alamogordo may nominate one (1) resident of the City to serve as a member of the Committee subject to confirmation by the governing body of the City.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Alamogordo, New Mexico, that:

1. A City Charter Committee is hereby established and shall consist of not less than seven members, no more than a simple majority shall belong to the same political party.
2. Each member of the governing body may nominate one (1) resident of the City to serve as a member of the Committee and shall submit their nomination to the City Clerk prior to March 30, 2015.
3. The Committee shall meet and make written recommendations to the governing body of the City regarding the effectiveness of the City Charter within sixty (60) days of the date the members are appointed to the Committee.
4. The Mayor shall appoint the members to the Committee, with the governing body's confirmation, at its regularly scheduled meeting of April 14, 2015.

PASSED, APPROVED AND ADOPTED this 23rd day of February, 2015.

CITY OF ALAMOGORDO, NEW MEXICO

a New Mexico municipal corporation

By:______________________________
Susie Galea, Mayor

ATTEST:

____
Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

____
Stephen P. Thies, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 6.

Submitted By: Renee Cantin, City Clerk

Subject: Approve the award of Public Works Bid No. 2015-004 to Silva Electrical and Construction, LLC. related to the Electrical Service Replacement – Alta Vista Complex project, in an amount not to exceed $98,468.30, including NMGRT. *(Matt McNeile, Assistant City Manager)*

Fiscal Impact: Fiscal Impact: $98,468.30

Amount Available: $269,314.00

Fund: 904-0107-463-6905 HP1302

Amount Budgeted:
Fund:

Recommendation: Approve the award.

Background: The work will consist of providing a new service riser or lateral with a modular meter pack, new ground service and new feeders to back feed the apartment panels on the apartment building. Triplex to the new overhead risers will be modified by this contractor and new underground service conduits will be installed in an area of the complex.

The project was advertised on January 18, 2015. Bids were opened on February 4th 2015 at 2:00 p.m. with four (4) responsive bidders: Silva Electrical and Construction, Lynco Electrical Company, BECCO Inc. and Great Western Electrical.

Please refer to the attached bid tabulation.

BID TABULATION
Electrical Service Replacement - Alta Vista Complex
PUBLIC WORKS BID NO. 2015-004
February 4, 2015 2:00PM

ITEM NO.	UNIT	DESCRIPTION	Silva Electrical & Construction BID AMOUNT	Lynco Electric Company, Inc. BID AMOUNT	BECCO, Inc. BID AMOUNT	Great Western Electrical BID AMOUNT
1	LS	Provide new service riser or lateral with a modular meter pack, new ground service and new feeders to back feed the apartment panels on the apartment building. Triplex to the new overhead risers will be modified by this contractor and new underground service conduits will be installed in an area of the complex.	$91,820.00	$92,777.00	$120,852.00	$130,000.00
BASE BID			$91,820.00	$92,777.00	$120,852.00	$130,000.00
NMGRT (7.875%)			$7,230.83	$7,306.19	$9,517.10	$10,237.50
TOTAL BASE BID			**$99,050.83**	**$100,083.19**	**$130,369.10**	**$140,237.50**

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 7.

Submitted By: Renee Cantin, City Clerk

Subject: Approve the award of IFB No. 2015-04 to Lane Plumbing Co., Inc. related to the HVAC Replacement – COPE Shelter project, in an amount not to exceed $24,778.89, including tax. *(Bob Johnson, Contracts Coordinator)*

Fiscal Impact: Fiscal Impact: $24,778.89
Amount Available: $25,000.00
Fund: 024-0000-419.63-91 PW1510
Amount Budgeted:
Fund:

Recommendation: Approve the award.

Background: The work will consist of removing and replacing two (2) each 2-ton, one (1) each 4-ton, and one (1) each 5-ton HVAC units at the Shelter for the Center of Protective Environment. The existing budget allows for award of the preferred 20 SEER units which are more energy efficient.

The project was advertised on January 11, 2015. Bids were opened on January 28, 2015 at 2:00 p.m. with three (3) responsive bidders: Lane Plumbing Co., Inc.; Basin Air, Inc.; and Polson & Grady, Ltd.

Please refer to the attached bid tabulation.

This project is entirely funded by legislative grant no. 14-L-1958.

BID TABULATION
HVAC REPLACEMENT - COPE SHELTER
IFB NO. 2015-04
JANUARY 28, 2015 2:00 PM
PURCHASING DEPARTMENT CONFERENCE ROOM

ITEM NO.	QUANITY	DESCRIPTION	Basin Air, Inc.	Lane Plumbing Co., Inc.	Polson & Grady, Ltd.
			Total Price	Total Price	Total Price
Base Bid	1 Lump Sum	Remove and replace two each 2-ton, one each 4-ton, and one each 5-ton HVAC units - 14 SEER Rating	$18,756.00	$18,940.00	$23,311.00
		NMGRT 7.875%	$1,477.04	$1,491.53	$1,835.74
		Total	$20,233.04	$20,431.53	$25,146.74

ITEM NO.	QUANITY	DESCRIPTION	Basin Air, Inc.	Lane Plumbing Co., Inc.	Polson & Grady, Ltd.
			Total Price	Total Price	Total Price
Alternate Bid	1 Lump Sum	Remove and replace two each 2-ton, one each 4-ton, and one each 5-ton HVAC units - 20 SEER Rating	$24,420.00	$22,970.00	$30,444.00
		NMGRT 7.875%	$1,923.08	$1,808.89	$2,397.47
		Total	$26,343.08	$24,778.89	$32,841.47

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 1.

Submitted By: Renee Cantin, City Clerk

Subject: Discussion, and possible action, related to the recommendations for the Family Fun Center. *(Jim Stahle, City Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Recommendation: Postpone until the March 10th, 2015 Regular Commission meeting.

Background: The City Manager will provide an update on the Family Fun Center Committee.

City of Alamogordo
Public Works Department

MEMORANDUM

TO: James Stahle, City Manager

FROM: Brian Cesar, Public Works Director

SUBJECT: Family Fun Center Committee

DATE: 2/20/15

The Family Fun Center Committee has not completed their review of the various options for the design and construction of the Family Fun Center. The Committee has indicated that they will be ready to present their report at the March 10th, 2015 Commission Meeting. The Committee has requested that the item on the February 23rd, 2015 meeting be postponed.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 1.

Submitted By: Renee Cantin, City Clerk

Subject: Discuss, and consider, to direct staff to prepare a new Joint Powers Agreement for the City to assume the full cost share of School Resource Officers within Alamogordo Public Schools.
(Susie Galea, Mayor)

Fiscal Impact: Fiscal Impact: $139,869.45 – Total Cost of 4 SRO's is $279,738.89
Amount Available: $
Fund: General Fund

Amount Budgeted:
Fund:

Recommendation: Direct staff to prepare the preliminary budget with the City of Alamogordo providing the full cost share of School Resource Officers to the Alamogordo Public Schools through a renewed Professional Services Contract.

Background: The original 1995 SRO agreement for cost sharing between the City and Alamogordo Public Schools began before the nationwide need and trend for the service to be provided without cost sharing. It can be debated whether or not SRO's are truly needed to be provided by the municipal police department, but it has become recognized as a nationwide need and the trend is not for the municipality to seek a cost sharing agreement.

Within New Mexico there are many municipalities that cover the full cost of SRO's. Readily known are the public schools in Taos, Roswell, and Las Cruces.
This discussion is being held in advance of the PSC consideration and preliminary fiscal year budget review, as it has a fiscal impact on both the City of Alamogordo and Alamogordo Public Schools. If the recommendation is approved there will be an impact on the 2016 fiscal year municipal budget that will need to be considered prior to the June 30, 2015 budget adoption.

Additional recommendation for consideration:
$77,010.64 is the total cost of one officer. The APS Board members have considered the cost savings to their annual FY16 budget of one officer no longer within the high school. If the Commission wanted to consider the City's cost share to include one full officer cost, and the other three officers cost share by half would then total $101,364.13. This consideration would be a cost savings to APS of $38,505.32

School Resource Officers (FY15)
July 1, 2014 to June 30, 2015 (Preliminary Costs)

Officer	Salary	Benefits	OT	Other Costs	Internal Costs **	D.P.S. Total Cost	A.P.S. Cost 50%	Difference
Trujillo, F	44,565.82	29,944.82	2,500.00	1,324.00	0.00	**78,334.64**		
Granados	41,415.14	22,054.71	2,500.00	1,324.00	0.00	**67,293.85**		
Julian	39,904.28	18,720.38	2,500.00	1,324.00	0.00	**62,448.66**		
Unknown*	39,904.28	27,933.46	2,500.00	1,324.00	0.00	**71,661.74**		
						279,738.89	**139,869.45**	-11,682.95
Totals	**165,789.52**	**98,653.37**	**10,000.00**	**5,296.00**	**0.00**			

Salary includes: Bilingual pay, physical fitness pay + shift differential pay
Benefits include sick leave conversion and benefits
Overtime Costs are split between the four S.R.O. assigned to APS
Other Costs include Fuels, Fleet Parts and Fleet Insurance
Estimated new SRO position based on Julian but with family insurance
NOTE: **Internal Costs removed for FY15 to help with school budget cuts

APS Contract FY14 — *151,552.39*

Created 02/14/14

City of Alamogordo

OFFICE OF THE CITY CLERK
1376 E. NINTH STREET • ALAMOGORDO, NEW MEXICO 88310-5838 • (575) 439-4205 FAX (575) 439-4396

September 10, 2014

Mr. Doyle Syling, Chief of Staff
Alamogordo Public Schools
1211 Hawaii Ave.
Alamogordo, NM 88311

Mr. Syling:

Enclosed is your copy of the Professional Services Contract concerning certified Police Department officers approved by the City Commission at their regular meeting on September 9, 2014.

Please contact me if you have any questions or concerns.

Sincerely,

Nancy E. Jacobs

Nancy E. Jacobs
Deputy City Clerk
City of Alamogordo
(575) 439-4205
njacobs@ci.alamogordo.nm.us

cc: file

Enclosure

Alamogordo Public School District
1211 Hawaii
Alamogordo, NM 88310
Phone #575-812-6000

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into on the first day of July, 2014, by and between the CITY OF ALAMOGORDO, a New Mexico municipal corporation (City), and the ALAMOGORDO PUBLIC SCHOOL DISTRICT (District), through the ALAMOGORDO PUBLIC SCHOOLS BOARD OF EDUCATION.

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

IT IS THEREFORE AGREED BY THE PARTIES:

1. The City shall provide four full-time certified, experienced, uniformed Police Department Officers to be stationed at the secondary schools during the upcoming 2014-2015 school year. These officers are assigned and shall be supervised by the Community Relations Supervisor of the Alamogordo Police Department. These officers are herein referred to as School Resource Officers (SRO).

2. During the time period that the regular school year is not ongoing, these officers will perform other law enforcement related duties.

3. The District may still request additional uniformed services from the City when the need arises. The request for these events needs to originate from the APS Superintendent, APS Chief of Staff, APS Athletic Director, APS Safety Assistant, or other Superintendent designee. These additional requests are for special activities and functions, including but not limited to the following:

   A. Sporting Events
   B. Graduation
   C. Truancy Court

4. These uniformed SROs are law enforcement personnel who will provide safety, security and other law enforcement related duties during the school year. The SROs intent is not to be policy enforcement officers for the District. It is intended to provide a positive atmosphere in the spirit of the community-policing concept. This agreement does not limit the District, at any time, from hiring other personnel for the purpose of security.

5. The District will provide office space at all secondary schools for the sole use of the assigned SROs. Said office space shall contain adequate amenities to include heating, cooling, dedicated telephone(s) and access to the District server for purpose of access to Alamogordo Police Department reporting and/or e-mail systems.

6. The compensation of these SRO positions is to be paid mutually and reflects approximately 50% of the total costs for the City of Alamogordo and the Alamogordo Public School District. The City shall, prior to July 1, 2014, determine the four officers' annual salaries, benefits and any other agreed upon costs; i.e., overtime. In the event a workman's compensation claim is made, the workman's compensation will be solely the responsibility of the City of Alamogordo.

   For this contract period, the District will reimburse the City in the amount of $139,869.45. The costs will initially be paid by the City, and reimbursement shall be in quarterly installments from the District on September 1, 2014; December 1, 2014; March 1, 2015 and June 1, 2015.

7. Should the need arise for specialized training, special days off, or leave during the school year, the SRO will be responsible for notifying their respective school administration and the Community Relations Unit Supervisor. During these absences, a substitute SRO may be provided, if staffing levels allow. When a substitute SRO is not provided the school shall contact APD for assistance.

8. The Alamogordo Police Department shall provide a monthly SRO activity report by school site where SROs are assigned. The report is a statistical report obtained from crimes reported, arrests, juvenile referrals, accidents, traffic and non traffic citations issued, school requested overtime assignments and any other information the Department would deem worthy of reporting. The report will not include information not to be released under current legal guidelines. The report will be submitted to the APS Chief of Staff no later than the 15th of each month.

9. The School shall provide SROs access to the District video surveillance system as permitted by law. Currently, the District shall allow officers to view law enforcement related incidents on the system and may obtain copies of those incidents for investigational purposes by a duly authorized subpoena or court order.

10. The terms of this Contract, and any subsequent renewal thereof, are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the New Mexico Department of Education for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature, this Contract shall terminate, without any penalty or damages whatsoever against the District, upon written notice being given by the District to Contractor. The District's decision as to whether sufficient appropriations and authorizations are available shall be accepted by Contractor and shall be final.

11. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

12. The District and the City are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

13. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to action of the respective party or of its officials, agents and employees pursuant to this Agreement. Any and all claims by third parties resulting from this Agreement are subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA 1978, as amended.

14. Within 60 days after the effective date of this agreement, the school administration or representative and the Community Relations Supervisor shall meet to outline work duties of the SROs for the 2014-2015 school year.

15. This Agreement for Services shall become effective on July 1, 2014, and continue through June 30, 2015.

Alamogordo Public School District

____
Board of Education President

Date: 18 Jun 14

ATTEST:

____
Board of Education Secretary

Date: 6/18/2014

City of Alamogordo

____
Mayor

Date: 9/9/14

ATTEST:

Renee Cantin
____
Renee Cantin, City Clerk

Date: 9/9/14

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 2.

Submitted By: Renee Cantin, City Clerk

Subject: Discussion, and possible action, to request a future joint meeting with the Alamogordo Public Schools Board of Education and the City of Alamogordo Commission, regarding "Tiger Pride" and the City's support that APS be held harmless of NM PED's equalization formula of Federal Impact Aid related to the "Unusual Geographical Features" provision. *(Susie Galea, Mayor)*

Fiscal Impact:
Amount Budgeted:
Fund:

Recommendation: Direct staff to organize a joint meeting with the Alamogordo Public Schools Board of Education regarding "Tiger Pride" campaign and Federal Impact Aid (additional topics can be recommended).

Background: Data from both APS and HAFB can show relative information that the transitions within HAFB have had a significant impact on the gradually declining APS budget. The City can support APS through grant writing for specific Office of Economic Adjustment grants that will allow APS to additionally invest in education that can improve the future workforce and the social wellbeing of our community (see, Discretionary Competitive Grants). The City of Alamogordo can support APS in a case to receive additional appropriations of Federal Impact Aid as a heavily impacted school district. OEA grants can also be pursued for capital improvements for schools physically on HAFB.

The only 3 states that currently equalize Federal Impact Aid are New Mexico, Alaska, and Kansas.

Any school district that is adversely affected by an action of the Secretary of State is allowed to have a judicial hearing on the matter by law.

The court shall have exclusive jurisdiction to affirm the action of the Secretary or to set it aside, in whole or in part.

Regarding Unusual Geographic Factors: It is a special provision had been added earlier to the law that made for a special-provision for an applicant school district which because of unusual geographic factors cannot reasonably be considered comparable to any other school district in the State. The amount of increase (to their LCR) is basically the amount required to compensate the local educational agencies for the increase in current expenditures necessitated by such unusual geographical factors. Although little used, this provision remains in the statute today.

(http://www.ccisd.com/cms/lib/TX01000559/Centricity/Domain/1586/Impact%20Aid%20Issue%20Briefs.pdf)

Background: Language in the Impact Aid statute prohibits a state from reducing state aid to a federally connected-school district because of its receipt of Impact Aid. In fact, the law states that no payment may be made to any local educational agency in any State which takes into consideration Impact Aid funds when determining the allocation of State funds. P.L. 93-380 (1975), amended the provision prohibiting a state from reducing State aid by inserting a new section 5 (d)(3), "in accordance with regulations, the Commissioner may grant an exemption from the prohibition in section 5(d)(2) if a State has in effect a program of State aid which is designed to equalize expenditures for all local educational agencies in that State – subject to a statutory formula limiting how much of Public Law 81-874 (Impact Aid) receipts may be taken into consideration." When this was added to the law in 1975 (initiated by Senator Robert Dole (R-Kansas), four states were at that time considered to be taking Impact Aid receipts into consideration when determining state aid payments, i.e. Kansas, Maine, New Mexico, and North Dakota.

Impact Aid Distribution: In FY14 New Mexico equalized almost $84.5M from Federal Impact Aid. Alamogordo received $805,879 based on a "need factor" for the school district, which is 25%. If APS were to receive 100%, as now three other school districts currently do, it would have received an additional $2.4M for FY14. ("NAFIS 2014 Blue Book":http://media.wix.com/ugd/423d5a_34d34533d368483b88b2d457c72fd7ce.pdf)
(Note: Awaiting additional data from APS and HAFB to be used for a joint meeting regarding student count diminished over the last decade from 2700 to 1200 count of high school students)

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 3.

Submitted By: Nancy Jacobs, Deputy Clerk

Subject: Request a review of the 5 year maintenance plan and review of the priorities of street improvements. *(Susie Galea, Mayor)*

Fiscal Impact:
Amount Budgeted:
Fund:

Recommendation: Provide direction to Staff.

Background: A workshop was held on October 23rd, 2012 with City Commission on Funds 044, 109 and 118. As part of the presentation on these funds, a five year project listing and timeline was discussed and Staff was directed to prepare a Five Year Plan.

On November 5th, 2012, Commission approved the attached Five-Year Maintenance Plan. As discussed at this meeting, it was understood that, because of the on-going Fund 118 projects that had a suspense date for the expenditure of funds, the traditional SMP projects would begin once the large projects were complete. It was also understood that in preparing a Five-Year Plan, approved street segments may move between years depending on funding or bid results.

Each fiscal year during the budgetary process, as the SMP project is bid for the current year, Commission is requested to approve a new set of proposed projects for the fifth year. Public Works has been directed to assume management of the SMP beginning this year.

The currently approved Five-Year Plan has been presented to the public and has been publicized in local media and on the City web site. Although Commission may direct at any time that the current plan be revised, Staff recommends against such an act. During the November 5th, 2012 Commission Meeting, it was stated that the Five-Year Plan was needed so that the community would know what streets were planned for upcoming improvements and would have a listing that went beyond the traditional one year plan.

As a reminder to Commission, in Public Works, we have the Utility Construction Division. This Division was created not only to augment the contracted SMP but also to provide for a mechanism to quickly deal with an unforeseen project. Examples of these types of projects would be the recently completed right turn lanes on Indian Wells, the utility replacement and re-paving of Pontiac, and the utility replacement on Catalina.

Attached is the proposed FY19 street listing and the financial breakdown for the proposed projects. This listing would be brought to Commission during the upcoming budget workshop for approval.

Staff is requesting direction in the preparation of the FY19 SMP project listing.

FIVE-YEAR PAVEMENT MAINTENANCE PLAN 17-Jan-14

FY 14-15

Street	From	To
11th Street	White Sands	Ohio
Buena Vista Ct	18th	18th
Lamar Circle	18th	18th
Corte Alegre	18th	18th
Corte Del Sol	18th	18th
Monte Vista Ct	18th	18th

FY 15-16

Street	From	To
Ct Del Ranchero	18th	18th
Yale	23rd	25th
Yale	25th	Westminster
Princeton	23rd	25th
Westminster	24th	25th
Westminster	25th	Yale
Cambridge	24th	25th
Cambridge	25th	Stanford
Stanford	24th	25th
Stanford	24th	Cambridge
24th	Harvard	Pecan

FY 16-17

Street	From	To
Aspen	Washington	College
Aspen	College	Juniper
Mckinley	N. Scenic	10th
Hendrix	McKinley	10th
Spruce	10th	Aspen

FY 17-18

Street	From	To
Texas	10th	1st
Michigan	11th	16th

FY 18-19

Street	From	To
10th	Scenic	Paiute
Sunshine	10th	Abbott
Sunbeam	10th	Abbott
Sundown	10th	Abbott

				Length (FT)	Width (FT)	Area (SQ YD)	Paving Unit	Utility Unit	Paving Cost	ADA	Utility	Total Cost
FY 14/15												
	11th	White Sands	Ohio	1560	37	6413	$25.00	$102.27	$160,333	$105,820	$159,541	$425,695
	Buena Vista Ct	18th	18th	1490	30.5	5049	$25.00	$102.27	$126,236	$83,316	$152,382	$361,934
	Lamar Cir	18th	18th	1490	30.5	5049	$25.00	$102.27	$126,236	$83,316	$152,382	$361,934
	Corte Alegre	18th	18th	1490	30.5	5049	$25.00	$102.27	$126,236	$83,316	$152,382	$361,934
	Corte Del Sol	18th	18th	1490	30.5	5049	$25.00	$102.27	$126,236	$83,316	$152,382	$361,934
	Monte Vista Ct	18th	18th	1474	30	4913	$25.00	$102.27	$122,833	$81,070	$150,746	$354,649
								TOTALS	$788,111	$520,153	$919,816	$2,228,081
FY 15/16												
	Corte Del Ranchero	18th	18th	1474	30.5	4995	$25.88	$105.85	$129,251	$85,306	$156,022	$370,579
	Yale	23rd	25th	1000	28	3111	$25.88	$105.85	$80,500	$53,130	$105,849	$239,479
	Yale	25th	Westminster	760	32	2702	$25.88	$105.85	$69,920	$46,147	$80,446	$196,513
	Westminster	24th	25th	588	28	1829	$25.88	$105.85	$47,334	$31,240	$62,239	$140,814
	Westminster	25th	Yale	757	32	2692	$25.88	$105.85	$69,644	$45,965	$80,128	$195,737
	Cambridge	24th	25th	592	28	1842	$25.88	$105.85	$47,656	$31,453	$62,663	$141,772
	Cambridge	25th	Stanford	662	32	2354	$25.88	$105.85	$60,904	$40,197	$70,072	$171,173
	Stanford	24th	25th	591	28	1839	$25.88	$105.85	$47,576	$31,400	$62,557	$141,532
	Stanford	24th	Cambridge	652	32	2318	$25.88	$105.85	$59,984	$39,589	$69,014	$168,587
	Princeton	24th	25th	588	28	1829	$25.88	$105.85	$47,334	$31,240	$62,239	$140,814
								TOTALS	$530,852	$350,362	$655,208	$1,536,422
FY 16/17												
	Aspen	Washington	College	1900	40	8444	$26.78	$109.55	$226,148	$74,629	$208,153	$508,929
	Aspen	College	Juniper	1936	28	6023	$26.78	$109.55	$161,303	$106,460	$212,097	$479,859
	McKinley	N. Scenic	10th	2994	28	9315	$26.78	$109.55	$249,453	$164,639	$328,005	$742,097
	Hendrix	McKinley	10th	2513	28.5	7958	$26.78	$109.55	$213,116	$140,656	$275,310	$629,082
	Spruce	10th	Aspen	1486	28	4623	$26.78	$109.55	$123,810	$81,714	$162,798	$368,322
								TOTALS	$973,828	$568,098	$1,186,362	$2,728,289
FY 17/18												
	Texas	10th	1st	3490	40	15511	$27.72	$113.39	$429,936	$141,879	$395,726	$967,541
	Michigan	11th	16th	2645	38.5	11315	$27.72	$113.39	$313,621	$206,990	$299,913	$820,523
								TOTALS	$743,557	$348,869	$695,639	$1,788,065
FY 18/19												
	10th St	Scenic	Paiute	3680	39	15947	$28.69	$117.36	$457,479	$301,936	$431,874	$1,191,290
	Sunshine	10th Street	Abbott	1110	32	3947	$28.69	$117.36	$113,222	$74,727	$130,266	$318,215
	Sunbeam	10th Street	Abbott	1110	32	3947	$28.69	$117.36	$113,222	$74,727	$130,266	$318,215
	Sundown	10th Street	Abbott	1100	32	3911	$28.69	$117.36	$112,202	$74,053	$129,093	$315,349
								TOTALS	$796,126	$525,443	$821,500	$2,143,069
FY 19/20												
	Van Court	18th	18th	1500	40	6667	$29.69	$121.46	$197,948	$130,645	$182,197	$510,790
	Hubbard	18th	Dewey	1490	30.5	5049	$75.00	$121.46	$378,708	$249,948	$180,982	$809,638
								TOTALS	$576,656	$380,593	$363,179	$1,320,428

City of Alamogordo
Public Works Department

MEMORANDUM

TO: James Stahle, City Manager

FROM: Brian Cesar, Public Works Director

SUBJECT: Potential Fund 109 Projects Not Associated with the SMP

DATE: 02/19/2015

South Florida at Oakmont:

Staff has evaluated this segment of roadway and the cost to re-apply a double penetration chip-seal on this segment of roadway is estimated at $14,858 based off the State Contract Pricing Agreement. This application would have a lifespan of 4 to 5 years.

As an alternative, Staff is recommending that City crews remove the existing chip-seal and hot mix pave this segment with concrete work only at the water crossing. Cost of this alternate is estimated at $ 22,880. This application would have a lifespan of 10 + years.

Intersection Re-paving of 7th, 8th and 9th on Virginia:

Staff has evaluated this segment of roadway. Cost to re-pave these intersections is estimated at $ 41,994.

Joint City/ Count Chip-Seal Project:

Working with the County, the following segments of roadway are recommended for chip-seal;

Canal Chip-seal (RR Track to Eddy) - $ 14,341

Alamotero /Eddy Chip-seal - $ 43,180

Airport Road Chip-seal - $ 99,951

City of Alamogordo
Public Works Department

MEMORANDUM

TO: James Stahle, City Manager

FROM: Brian Cesar, Public Works Director

SUBJECT: South Florida from Desert Lakes to Oakmont

DATE: 01/23/2015

On April 23, 2002 the City of Alamogordo and Sedona Development Incorporated., ("SDI), entered into an Amended Development Contract. This contract obligated SDI to construct a 24 foot wide asphalt street with standard curb and gutter with a 5 foot sidewalk along the west edge for a distance of 800 feet within the portion of the South Florida Avenue right-of-way located adjacent to the Desert Hills East Subdivision, Phases 4 and 5. No curb and gutter was required to be installed on the east side of the roadway. SDI was obligated to make said improvements no later than 5 years from the date of the Amended Development contract or after certificates of occupancy had been issued for 70% of the lots located within the Sedona Ridge Estates Phases 2 and 3, whichever occurred first.

At the June 26th, 2007 regularly scheduled Commission Meeting during unscheduled communications, a resident from Desert Bloom Court asked about the status of paving or development on the section of South Florida from Desert Lakes Road to Oakmont Drive. During the discussion it was explained that this section was the developer's road and had not been accepted into the City's system. City Manager McCourt requested that Mr. Arthur Alterson, Community Development Director check on the status of the subdivision in terms of occupancy.

At the June 26th, 2007 regularly scheduled Commission Meeting this segment of roadway was discussed at length and by a letter dated August 27th, 2007, the City notified SDI that its obligation to make the South Florida improvements had matured. In the letter, the City further notified SDI that it had not complied with its obligation for the 24 foot wide asphalt temporary roadway.

On March 27th, 2008, SDI was notified that an amended agreement that modified the obligations of the Florida Avenue Development Contract was adopted by the Alamogordo City Commission at its regular meeting on March 25th, 2008. In this modified agreement, SDI would install a 22 foot wide chip-sealed temporary ingress and egress roadway from the south edge of Desert Hills East subdivision to the south edge of the intersection of Oakmont Drive and the South Florida Avenue dedicated right-of-way within 45 days following the effective date of the agreement. In lieu of its obligation to construct the 24 foot wide asphalt street with standard curb and gutter with a 5 foot sidewalk, SDI would rough grade, using elevations provided by the City, and move the resulting earth from those portions of the dedicated South Florida Avenue right-of-way located adjacent to all phases of the Sedona Ridge Estates as directed by the City.

Since the completion of the chip sealed roadway by SDI, the City of Alamogordo has repaired approximately 800 potholes. Each pothole is approximately 3 square feet in diameter for a total of 2400 square feet or 29 tons of asphalt. The total road length of this segment is 750 feet and 20 feet wide for a total of 10000 square feet. At $373 per ton for asphalt replacement, the cost for maintaining this segment of roadway since completion is estimated at $ 10,817.

Staff has evaluated this segment of roadway and the cost to re-apply a double penetration chip-seal on this segment of roadway is estimated at $14,858 based off the State Contract Pricing Agreement. This application would have a lifespan of 4 to 5 years.

As an alternative, Staff is recommending that City crews remove the existing chip-seal and hot mix pave this segment with concrete work only at the water crossing. Cost of this alternate is estimated at $ 22,880. This application would have a lifespan of 10 + years.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 4.

Submitted By: Nancy Jacobs, Deputy Clerk

Subject: Consider and act upon, the Radio Communications System Upgrade Project. *(Brian Cesar, Public Works Director)*

Fiscal Impact: Fiscal Impact: $445,326.00
Amount Available: $466,118.00
Fund: 012-3303-419-6185

Amount Budgeted:
Fund:

Recommendation: Approve the Project.

Background: Proposed 2-way Radio Voting System for the City of Alamogordo

The Department of Public Safety has had a history of radio communication weak spots in various locations through out the City of Alamogordo for many years. The problem existed but was tolerable for many years. Modifications were made over the years to increase the strength of the weak spots such as installing a secondary repeater which was designated as DPS 2 or Zoo repeater to enhance portable radio communications as well as swapping out all low gain with high gain antennas for better range on these portable radio's. One of the main reasons for portable range limitations is due to the location that the officer is required to wear the radio for day to day operations so his hands are free, this location is on the belt and the radio does not leave that location during the officer's shift. The radio is operated by a lapel mic worn on the officers shoulder, this height of the portable along with other contributing factors such as obstructions, construction of buildings and battery strength limit the clear communications on the portable radio's between the officer and the dispatch center. Prior to January 1st 2013, the frequency used on these radio's were wide band, the noise to modulation (or voice) ratio was in the favor of the voice, so although static was present the officer could be understood, but was still not clear with communications which aggravated the situation for dispatch but again was at the very least tolerable but certainly not favorable. January 1st 2013 the F.C.C. (Federal Communications Commission) which governs all wireless communications of all frequencies for the United States put forth the APCO 25 compliance standards which states all VHF, UHF and other various frequencies MUST drop their band width to narrow or half of what it was. Because of this, the noise to voice ratio now tipped in the noise favor and clear communications became even harder to achieve. If problems existed before they were now amplified greatly, making some communications un-intelligible.

2-way radio voting solution:

The Communications Division of Facility Maintenance in the Public Works Department has been working on this situation for years to eliminate this problem. Early on it was decided by 2-way Radio Technicians and Engineers that the solution to the problem would best be eliminated by the use and installation of a voting system. The problem with the solution of course has always been the cost and pre January 1st 2013 as stated in the history was believed not to be cost effective for a situation that was tolerable at that time. A correctly engineered system, built with quality equipment that will work with and enhance the existing equipment already installed will cost more than a quick cheaper and simpler system that is un-reliable and is destined to fail. Because of this cost and the need for other high cost items needed by the Police Department at that time the voting system was not brought to the attention of previous Commissions and work continued to make the system the best it could be under those circumstances. Because of the APCO 25 mandate this situation has now become a very large safety issue for the welfare for officers who in some locations cannot communicate clearly or some times at all with Dispatch. For this reason the Communications division along with the Chief of Police started looking into the realization that a voting system would be in the best interest of the City of Alamogordo and should move forward with the project for the protection of the personnel that protect the City. The Facility Maintenance Manager Larry Garner who has worked on this problem in the past along with Motorola Engineers have put in a lot of hours and thought into the proposed Voting system for the City. Not only looking at fixing the current problem with communications in the police area but also looking to the future in all divisions, next being Fire Operations but eventually encompassing all departments in the city that use 2 –way radio communications for their day to day operations.

How the voting system works:

The voting system that is proposed works by strategically locating equipment in key city owned sites through out the city. These sites will house high powered receivers designed to enhance incoming radio transmitions, point to point microwave equipment sending that received transmition straight to the repeater, along with comparator equipment for best quality of the radio's transmitions. It works simply like an amplifier to all portable radios. The officer keys his portable radio to communicate to dispatch or other officers, several of the locations see the signal and basically vote on which one see's it the strongest. The best signal wins and sends it via point to point microware straight to the repeater which re-broadcasts it at 100 watts instead of 1 to 4 watts which is typically what a portable radio broadcasts at. The equipment the City uses is all Motorola and all the equipment in the voting system is also Motorola. This is very important for seamless operations both for present and future operation of the radios. The system has been designed for saturation across the City. This is important because in the event a link were to go down coverage is not lost and will continue to be covered until the link is back on line. Included in the design are coverage maps that illustrate the coverage area and this was designed for the 3 foot or belt level broadcasting so the officer will have to change anything and can continue to concentrate on the situation at hand not concerned with radio coverage. The voting system is not a part of the upcoming possible consolidation to a PSAP and will not be affected by nor will it affect this event, it is for City owned frequencies only and has no baring what so ever on the decision regardless of the outcome. It can however be utilized to help increase other law enforcement or other agencies in city radio coverage by adding them to our backbone at a later date should that be desired and agreed upon by the City. Motorola representative Jenny Rennie T7 Account Manager for NM is involved in both the PSAP project and the voting system and can answer any questions or concerns involving the interaction of both systems.

The future of the voting system:

The voting system that is proposed has been engineered by the City and Motorola for not only today's concerns but future ones that may or will come to light. As stated before the system is very scalable meaning that it can be increased for much lower costs because the back bone already exists. The next step will be completing all emergency services to be added to the system followed by all city departments. The FCC has already alluded to the fact that in the near future they will require another drop in band width by one-half, which is digital communications. The existing problem with digital is range, which we will already be prepared for because the back bone will already exist, making city migration to FCC mandates seamless and cost negligible. The plan has already begun in which Police Department will be going digital once the system is up and any bugs have been worked out giving them extremely clear communications through out the city without dead or weak spots.

Funding:

Last year the Commission wisely decided to move forward with this project by agreeing to put money into a capitol line to fund this project. The total cost for this project is $445,326.00, including a $25,000.00 contract system discount. Capitol project money for this project and the enhancement of Commission chambers is $466,118.00. Cost analysis of both projects show both can be achieved with out adding anything to the capitol line.

Phase II:

The next phase of this project will bring the Fire Department into this system. Staff and Motorola are in the initial stage of designing a system that addresses the Fire Departments needs not only today but for future needs. The cost of the future upgrade is estimated at $100,000. Staff plans to have this amount refined and available for approval during the budget hearings.

Staff is requesting approval of the Project.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 5.

Submitted By: Nancy Jacobs, Deputy Clerk

Subject: Request for an update on the Union Pacific Railroad "Quiet Zone" issue. *(Al Hernandez, Commissioner)*

Fiscal Impact:
Amount Budgeted:
Fund:

Recommendation:

Background: Commissioner Hernandez requested the Quiet Zone to be looked into at the January 27th meeting. The City Manager will provide an update.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 6.

Submitted By: Nancy Jacobs, Deputy Clerk

Subject: Consider, and act upon, Ordinance No. 1491 repealing Section 2-03-120 of the Alamogordo Code of Ordinances which relates City Manager duty to sign contracts and amending Article 2-13 of the City of Alamogordo Purchasing Ordinance. *(Stephen Thies, City Attorney)*

Fiscal Impact:
Amount Budgeted:
Fund:

Recommendation: Approve Ordinance No. 1491 for first publication.

Background: Legal was requested to prepare an ordinance to give Department Directors the authority to sign contracts involving their department. Attached is the proposed ordinance.

In addition to delegating signing authority to directors, the ordinance also incorporates provisions of the state procurement code into the City Purchasing Ordinance. These particular provisions are not currently included in the City Purchasing Ordinance and serve the purpose of ensuring the contracts being signed by the department directors are proper, the goods or services are received and acceptable, and that payment for acceptable goods and services are being paid in a timely manner to avoid any penalties.

And finally, amendments to the exemptions provision of the City Purchasing Ordinance are being proposed by the attached amendment. The amendments reflect recent changes made to the state procurement code.

Staff requests approval of Ordinance No. 1491 for first publication.

ORDINANCE NO. 1491

AMENDMENT REPEALING SECTION 2-03-120 OF THE ALAMOGORDO CODE OF ORDINANCES WHICH RELATES CITY MANAGER DUTY TO SIGN CONTRACTS AND AMENDING ARTICLE 2-13 OF THE CITY OF ALAMOGORDO PURCHASING ORDINANCE

BE IT ORDAINED by the City Commission of the City of Alamogordo as follows:

SECTION ONE. Section 2-03-120- City Manager—Duties re contracts, of the *Alamogordo Code of Ordinances* is hereby repealed:

~~2-03-120. - City Manager—Duties re contracts.~~
~~(a) The manager shall examine all proposed contracts to which the city may be a party, and may sign on behalf of the city any contract authorized by the city commission, excepting where the commission directs that some other officer or officers shall do so.~~

~~(b) It shall be the duty of the manager to see to it that all terms of any contract to which the city is a party are fully performed by all parties thereto~~.

SECTION TWO. Section 2-13-260-Approval of purchases, of the *Alamogordo Code of Ordinances* is hereby amended to read as follows:

2-13-260. - Approval of purchases/Signature authority
A. The following purchases must be approved by the City Commission:

(1) All purchases of goods or construction for amounts exceeding twenty thousand dollars ($20,000.00) except those purchases made within budget for projects previously approved by the commission and made through a government contract pursuant to section 2-13-150, procurement under existing contracts;

(2) All purchases of services for architects or engineers for public works projects in amounts exceeding fifty thousand dollars ($50,000.00); or landscape architects or surveying services exceeding ten thousand dollars ($10,000.00);

(3) All purchases of other professional services in amounts exceeding (fifty thousand dollars ($50,000.00).

B. Signatory Authority for Executing City Contracts.

(1) City Manager. The City Manager is authorized to award and sign contracts for goods, services and construction without prior Council approval in an amount not in excess of $50,000 provided that the services and funds were approved by the City Commission as part of the annual Department budget.

(2) Department Directors. Department Directors are authorized to award and sign contracts for goods, services and construction without prior City Manager or Commission approval in an amount not in excess of $20,000 provided that the goods, services and construction and funds were approved by the City Commission as part of the annual Department budget. This authority may not be delegated below the Department Director level.

(3) City Attorney. The City Attorney is authorized to award and sign contracts for all services for outside counsel and experts related directly to and necessary for prosecution and defense of pending litigation, and for services for outside counsel and experts necessary to address other pending or potential legal claims or legal issues so long as funds for outside counsel, experts and related legal services were approved by the City Commission as part of the approved annual budget. The City Attorney shall keep Commission informed regarding any such expense that exceeds $20,000 on not less than a quarterly basis and shall seek budget updates, if needed, within a timely fashion.

SECTION THREE. Article 2-13, City Purchasing and Construction Project Administration, of the Alamogordo Code of Ordinances, is hereby amended to add the following:

2-13-261. - Ratification or termination after execution of contract.

If after the execution of a valid, written contract by all parties and necessary approval authorities, the Chief Procurement Officer makes a determination that a solicitation or award of the contract was in violation of law and if the business awarded the contract did not act fraudulently or in bad faith:

(1) the contract may be ratified, affirmed and revised to comply with law, provided that a determination is made that doing so is in the best interests of a state agency or a local public body; or

(2) the contract may be terminated, and the contractor shall be compensated for the actual expenses reasonably incurred under the contract plus a reasonable profit prior to termination.

(*Statutory Reference § 13-1-182 NMSA 1978*)

2-13-262. - Receipt; inspection; acceptance or rejection of deliveries/Payment of purchases/Contract audit.

(A) Receipt of goods.

(1) The using department is responsible for inspecting and accepting or rejecting deliveries.

(2) The using department shall determine whether the quantity and quality of the goods meet the specifications of the purchase order or contract.

(3) In the event that goods are unacceptable, the using department shall immediately notify the Central Purchasing Office.

(4) The user department shall notify the vendor of rejection and shall demand the vendor to promptly make satisfactory replacement or supplementary delivery.

(5) In the event the vendor fails to cure the nonconforming delivery, the Central Purchasing Office has no obligation to pay for the nonconforming goods.

(6) If delivery is acceptable, the using department shall notify the Central Purchasing Office.

(B) Payment of purchases.

Payment shall be made when the Central Purchasing Office or using department acknowledges that the services, professional services, construction or items of personal property have been received and meet specifications unless prepayment is permitted by the City Purchasing Ordinance.

(C) Advance Payments.

Advance payments are those that are made prior to receipt of goods or services. The City shall not pay for goods and services before their delivery to the City unless the advance payment is necessary and serves a proper public purpose. Allowable miscellaneous advance payments include travel advances, subscriptions, electronic software services, building rent, organizational memberships, convention and educational services, travel by public carriers, mail orders, postage, hotel/motel deposits, film acquisitions or rentals, advertising expenses, and telecommunication services. All allowable miscellaneous advance payments and advance payments made pursuant to a written contract, lease or other agreement are subject to a maximum prepayment period of 90 days.

(D) Audits.

(1) The city may, at reasonable times and places, audit the books and records of any person, organization, or business who has submitted cost or pricing data to the extent that such books or records relate to the cost or pricing data.

(2) Persons supplying cost or pricing data must maintain books and records that relate to such data for three years from the date of final payment under the contract, unless a shorter period is authorized in writing by the Procurement Officer.

(3) The provisions in subsections (C)(1) and (2) of this section relate to an audit of the books and records of any contractor or subcontractor under a negotiated contract or subcontract, other than a firm, fixed price contract.

(*Statutory Reference §§ 13-1-157 and 13-1-158, NMSA 1978*)

SECTION FOUR. Section 2-13-270- Exemptions, of the *Alamogordo Code of Ordinances* is hereby amended to read as follows:

2-13-270. - Exemptions.

The following purchases shall be exempt from competitive procurement ~~all sections of the city purchasing ordinance other than section 2-13-260, approval of purchases~~:

(1) Agreements of purchase, loan, gift, exchange or sale of materials or services with a public governmental agency.

~~(2) Purchases of specified professional/technical services for which competitive sealed proposals are inappropriate because of their continuing nature, necessary specificity, or other valid reason.~~

~~(3)~~ (2) Leases, exchanges, or purchases of real property. ~~Purchases of homes for the housing authority up to sixty-five thousand dollars ($65,000.00) may be made without prior approval of the city commission if funds are currently available for the purchase within the budget and the purchase complies with internal guidelines approved by the city manager.~~

~~(4)~~ (3) Purchases of utilities to include, but are not limited to water, sewer, gas, electricity, telephone, cable TV, cellular phone service.

~~(5)~~ (4) Purchases of books, periodicals, films, training materials or advertising from the publishers and distributors or agents thereof which are administrative in nature and are determined to be non-competitive by the Chief Procurement Officer.

~~(6)~~ (5) Purchases of travel by public employees by common carrier or by public conveyance.

~~(7)~~ (6) Purchases, exchanges, sales, or transportation of animals for the city to be used for exhibit.

~~(8)~~ (7) Purchases of surety bonds, the issuance, sale and delivery of public securities pursuant to the applicable authorizing statute, with the exception of bond attorneys and general financial consultants

~~(9)~~ (8) Purchases of advertising for activities and services provided by the city.

~~(10)~~ (9) Purchases of parts and labor for equipment of machinery where a breakdown of this equipment or machinery could cause an emergency or costly condition to exist and where the machinery or equipment is in immediate danger of failure.

~~(11)~~ (10) Purchases of parts and labor or maintenance agreements to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop.

~~(12)~~ (11) Purchases of chemicals, drugs, other controlled substances, the distribution and use of which is controlled by law or requires licensing, any other contraband which is purchased in furtherance of a criminal investigation and vehicles or equipment used in covert drug operations. Items purchased pursuant to this subsection do not need approval from the city commission, regardless of the amount of the purchase and provided that such purchases are made in compliance with internal policies approved by the city manager and the director of public safety.

~~(13)~~ (12) ~~Computer software purchases. This will include applicable initial and subsequent licensing fees.~~ Purchases of computer software including ancillary services, where such is required to match other software in use or where a unique or novel application (available from only one provider) is required to be used in the public interest. This will include applicable initial and subsequent licensing fees and services to modify or maintain proprietary software, if such services are available from only a single provider.

~~(14)~~ (13) Purchase, lease, rental or any other financial arrangement for the acquisition of works of art, artifacts, or other items for the purpose of exhibition in a public facility or area.

~~(15)~~ (14) Payment for conference registration, membership dues, or any other similar issues which are administrative in nature and are determined to be noncompetitive by the ~~city purchasing manager~~ Chief Procurement Officer.

~~(16)~~ (15) Purchases, rentals, leases (personal and real property), and professional/technical services contracts necessary for the investigation of criminal activities. The public safety department may purchase such materials and services without quotations, requests for proposals, or bids if such would compromise a criminal investigation as determined by the director of public safety. Consistent with this exemption it is still the intent of this purchasing procedure that all such purchases are made at the best available price. All funds expended for this type of activity will be properly receipted and accounted for.

~~(17)~~ (16) Contracts and expenditures for litigation expenses in connection with proceedings before administrative agencies or state or federal courts, including experts, mediators, court reporters, process servers and witness fees, but not including attorney contracts.

(17) Purchases not exceeding ten thousand dollars ($10,000) consisting of magazine subscriptions, web-based or electronic subscriptions, conference registration fees and other similar purchases where prepayments are required.

EFFECTIVE DATE. This Ordinance shall take effect five days after publication by title and general summary.

DONE this ________ day of ________________, 2015.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By:____________________________________
Susie Galea, Mayor

ATTEST:

____
Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

____
Stephen P. Thies, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 02/23/2015 **Report Date:** 2/20/2015 **Report No:** 7.

Submitted By: Nancy Jacobs, Deputy Clerk

Subject: Discussion, and possible action, related to the Strategies to Meet Future Water Demand through the Tularosa-Sacramento-Salt Basin Regional Water Planning Group. *(Susie Galea, Mayor)*

Fiscal Impact:
Amount Budgeted:
Fund:

Recommendation: Mayor Galea and Brian Cesar, Public Works Director serve on this Planning Group. They would like to bring information to the Commission. The Regional Water Plan Project Checklist is attached.

Background: Mayor Galea and Brian Cesar, Public Works Director serve on this Planning Group. They would like to bring information to the Commission. The Regional Water Plan Project Checklist is attached.

Regional Water Plan Update Project Checklist

Name: Brian Cesar

Title: Public Works Director

Organization: City of Alamogordo

Address: 2600 North Florida Avenue, Alamogordo NM 88310

Email: bcesar@ci.alamogordo.nm.us

Phone: 575-439-4240

Information listed below is being collected for the purpose of updating the regional water plans. Please indicate if your organization has completed or is developing/conducting any of the following in the last approximately 5 years. List all that apply.

Document / Study	Partner(s)	Completion Date [1]	Notes [2]
Preliminary engineering report or feasibility study for water or wastewater infrastructure	SWCA CDM Bohannan Huston Bohannan Huston	MAY, 2012 OCT, 2006 MAR, 2010 JUNE, 2010	ALAMOGORDO REGIONAL WATER SUPPLY PROJECT ALAMOGORDO WWTF EXPANSION STUDY WWTP PER I WWTP PER II Public Works
Stormwater management plan/permit	Bohannan Huston WILSON & COMPANY	APRIL, 2009 MAY, 2013	DRY CANYON ASSESMENT CITY OF ALAMOGORDO, Public Works YARD Public work
40-year water development plan	Livingston Assoc, P.C. John Shomaker & Assoc	Aug, 2014	Public Works
Water and sewer master plan	Molzen-Corbin & Assoc Bohannan Huston	Nov, 2004 JUNE, 2015	WASTEWATER MASTER PLAN WASTEWATER REUSE MASTER PLAN UPDATE Public Works

[1] For projects still ongoing, list anticipated completion date.
[2] Please list any details about the above projects including information regarding where the document may be reviewed or a copy obtained.

Regional Water Plan Update Project Checklist

Document / Study	Partner(s)	Completion Date[1]	Notes[2]
Well testing (other than compliance monitoring) or other hydrogeologic study	N.A		
Surface water monitoring or investigation	INTERA	AUG, 2013	BONITO LAKE SEDIMENTATION ANALYSIS Public Works
Water quality data or investigation	AGUA ENVIRONMENTAL TESTING LAB	ON GOING	WATER / WASTE WATER ANALYTICAL SERVICES Public Works
Watershed plan	T.B.D - AWARD ON MARCH 10, 2015	JUNE, 2017	COLORABATIVE FOREST RESTORATION PROGRAM Public Works
Watershed restoration project	N.A		
Dam safety investigation	SANTA FE ENGINEERING SANTA FE ENGINEERING	DEC, 2016 DEC, 2016	O&M BONITO LAKE DAM O&M LA LUZ RESIVOERS Public Works
Other			

[1] For projects still ongoing, list anticipated completion date.
[2] Please list any details about the above projects including information regarding where the document may be reviewed or a copy obtained.